0000354950-24-00020110-Q HOME DEPOT, INC. 20240819202408191750051750051750051

disrupt our business, supply chain, technology infrastructure, or demand for our products and services, such as international trade disputes, natural disasters, climate change, public health issues, cybersecurity events, labor disputes, geopolitical conflicts, military conflicts or acts of war; our ability to maintain a safe and secure store environment; our ability to address expectations regarding environmental, social and governance matters and meet related goals; continuation or suspension of share repurchases; net earnings performance; earnings per share; future dividends; capital allocation and expenditures; liquidity; return on invested capital; expense leverage; changes in interest rates; changes in foreign currency exchange rates; commodity or other price inflation and deflation; our ability to issue debt on terms and at rates acceptable to us; the impact and expected outcome of investigations, inquiries, claims, and litigation, including compliance with related settlements; the challenges of operating in international markets; the adequacy of insurance coverage; the effect of accounting charges; the effect of adopting certain accounting standards; the impact of legal and regulatory changes, including changes to tax laws and regulations; store openings and closures; financial outlook; and the impact of acquired companies, including SRS, on our organization and the ability to recognize the anticipated benefits of any acquisitions.Forward-looking statements are based on currently available information and our current assumptions, expectations and projections about future events. You should not rely on our forward-looking statements. These statements are not guarantees of future performance and are subject to future events, risks and uncertainties– many of which are beyond our control, dependent on the actions of third parties, or currently unknown to us– as well as potentially inaccurate assumptions that could cause actual results to differ materially from our historical experience and our expectations and projections. These risks and uncertainties include, but are not limited to, those described in Part II, Item 1A. Risk Factors and elsewhere in this report and also as may be described from time to time in future reports we file with the SEC. You should read such information in conjunction with our consolidated financial statements and related notes and Part I, Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations in this report. There also may be other factors that we cannot anticipate or that are not described herein, generally because we do not currently perceive them to be material. Such factors could cause results to differ materially from our expectations. Forward-looking statements speak only as of the date they are made, and we do not undertake to update these statements other than as required by law. You are advised, however, to review any further disclosures we make on related subjects in our filings with the SEC and in our other public statements.Fiscal Q2 2024 Form 10-QiiiTable of ContentsPART I – FINANCIAL INFORMATIONItem 1. Financial Statements.THE HOME DEPOT, INC.CONSOLIDATED BALANCE SHEETS (Unaudited)in millions, except per share dataJuly 28,2024January 28,2024AssetsCurrent assets:Cash and cash equivalents$1,613Â $3,760Â Receivables, net5,503Â 3,328Â Merchandise inventories23,060Â 20,976Â Other current assets2,097Â 1,711Â Total current assets32,273Â 29,775Â Net property and equipment26,640Â 26,154Â Operating lease right-of-use assets8,613Â 7,884Â Goodwill19,414Â 8,455Â Intangible assets, net9,214Â 3,606Â Other assets692Â 656Â Total assets$96,846Â $76,530Â Â Liabilities and Stockholders' EquityCurrent liabilities:Short-term debt$2,527Â $–Â Accounts payable13,206Â 10,037Â Accrued salaries and related expenses2,105Â 2,096Â Sales taxes payable645Â 449Â Deferred revenue2,754Â 2,762Â Income taxes payable40Â 28Â Current installments of long-term debt1,339Â 1,368Â Current operating lease liabilities1,242Â 1,050Â Other accrued expenses4,265Â 4,225Â Total current liabilities28,123Â 22,015Â Long-term debt, excluding current installments51,869Â 42,743Â Long-term operating lease liabilities7,635Â 7,082Â Deferred income taxes2,074Â 863Â Other long-term liabilities2,725Â 2,783Â Total liabilities92,426Â 75,486Â Contingencies (Note 9)Common stock, par value $0.05; authorized: 10,000 shares; issued: 1,799 shares at JulyÂ 28, 2024 and 1,796 shares at JanuaryÂ 28, 2024; outstanding: 993 shares at JulyÂ 28, 2024 and 992 shares at JanuaryÂ 28, 202490Â 90Â Paid-in capital13,731Â 13,147Â Retained earnings87,357Â 83,656Â Accumulated other comprehensive loss(787)(477)Treasury stock, at cost, 806 shares at JulyÂ 28, 2024 and 804 shares at JanuaryÂ 28, 2024(95,971)(95,372)Total stockholders– equity 4,420Â 1,044Â Total liabilities and stockholders– equity$96,846Â $76,530Â –––See accompanying notes to consolidated financial statements.Fiscal Q2 2024 Form 10-Q1Table of ContentsTHE HOME DEPOT, INC.CONSOLIDATED STATEMENTS OF EARNINGS(Unaudited)Â Three Months EndedSix Months Endedin millions, except per share dataJuly 28,2024July 30,2023July 28,2024July 30,2023Net sales$43,175Â $42,916Â $79,593Â $80,173Â Cost of sales28,759Â 28,759Â 52,744Â 53,459Â Gross profit14,416Â 14,157Â 26,849Â 26,714Â Operating expenses:Selling, general and administrative 7,144Â 6,915Â 13,811Â 13,270Â Depreciation and amortization738Â 653Â 1,425Â 1,304Â Total operating expenses7,882Â 7,568Â 15,236Â 14,574Â Operating income6,534Â 6,589Â 11,613Â 12,140Â Interest and other (income) expense:Interest income and other, net(84)(41)(141)(74)Interest expense573Â 469Â 1,058Â 943Â Interest and other, net489Â 428Â 917Â 869Â Earnings before provision for income taxes6,045Â 6,161Â 10,696Â 11,271Â Provision for income taxes1,484Â 1,502Â 2,535Â 2,739Â Net earnings$4,561Â $4,659Â $8,161Â $8,532Â Basic weighted average common shares990Â 1,000Â 989Â 1,005Â Basic earnings per share$4.61Â $4.66Â $8.25Â $8.49Â Diluted weighted average common shares992Â 1,003Â 992Â 1,008Â Diluted earnings per share$4.60Â $4.65Â $8.23Â $8.46Â –––––See accompanying notes to consolidated financial statements.Fiscal Q2 2024 Form 10-Q2Table of ContentsTHE HOME DEPOT, INC.CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME(Unaudited)Â Â Three Months EndedSix Months Endedin millionsJuly 28,2024July 30,2023July 28,2024July 30,2023Net earnings$4,561Â $4,659Â $8,161Â $8,532Â Other comprehensive income (loss), net of tax:Foreign currency translation adjustments(249)168Â (259)247Â Cash flow hedges(60)2Â (51)4Â Total other comprehensive income (loss), net of tax(309)170Â (310)251Â Comprehensive income$4,252Â $4,829Â $7,851Â $8,783Â –––––See accompanying notes to consolidated financial statements.Fiscal Q2 2024 Form 10-Q3Table of ContentsTHE HOME DEPOT, INC.CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY(Unaudited)Â Three Months EndedSix Months Endedin millionsJuly 28,2024July 30,2023July 28,2024July 30,2023Common Stock:Balance at beginning of period$90Â $90Â $90Â $90Â Shares issued under employee stock plans, net–Â –Â –Â –Â Balance at end of period90Â 90Â 90Â 90Â Paid-in Capital:Balance at beginning of period13,153Â 12,584Â 13,147Â 12,592Â Shares issued under employee stock plans, net466Â 154Â 362Â 35Â Stock-based compensation expense112Â 104Â 222Â 215Â Balance at end of period13,731Â 12,842Â 13,731Â 12,842Â Retained Earnings:Balance at beginning of period85,027Â 78,651Â 83,656Â 76,896Â Net earnings4,561Â 4,659Â 8,161Â 8,532Â Cash dividends(2,231)(2,097)(4,460)(4,215)Balance at end of period87,357Â 81,213Â 87,357Â 81,213Â Accumulated Other Comprehensive Income (Loss):Balance at beginning of period(478)(637)(477)(718)Foreign currency translation adjustments, net of tax(249)168Â (259)247Â Cash flow hedges, net of tax(60)2Â (51)4Â Balance at end of period(787)(467)(787)(467)Treasury Stock:Balance at beginning of period(95,972)(90,326)(95,372)(87,298)Repurchases of common stock1Â (2,017)(599)(5,045)Balance at end of period(95,971)(92,343)(95,971)(92,343)Total stockholders– equity$4,420Â $1,335Â $4,420Â $1,335Â –––––See accompanying notes to consolidated financial statements.Fiscal Q2 2024 Form 10-Q4Table of ContentsTHE HOME DEPOT, INC.CONSOLIDATED STATEMENTS OF CASH FLOWS(Unaudited)Â Six Months Endedin millionsJuly 28,2024July 30,2023Cash Flows from Operating Activities:Net earnings$8,161Â $8,532Â Reconciliation of net earnings to net cash provided by operating activities:Depreciation and amortization, excluding amortization of intangible assets1,615Â 1,500Â Intangible asset amortization142Â 88Â Stock-based compensation expense222Â 215Â Changes in receivables, net(391)(492)Changes in merchandise inventories(214)1,751Â Changes in other current assets(339)(392)Changes in accounts payable and accrued expenses1,628Â 929Â Changes in deferred revenue(31)10Â Changes in income taxes payable14Â (32)Changes in deferred income taxes159Â (48)Other operating activities(60)144Â Net cash provided by operating activities10,906Â 12,205Â Cash Flows from Investing Activities:Capital expenditures(1,566)(1,697)Payments for businesses acquired, net(17,570)(215)Other investing activities38Â 10Â Net cash used in investing activities(19,098)(1,902)Cash Flows from Financing Activities:Proceeds from short-term debt, net2,527Â –Â Proceeds from long-term debt, net of discounts9,952Â –Â Repayments of long-term debt(1,255)(1,130)Repurchases of common stock(649)(4,954)Proceeds from sales of common stock210Â 175Â Cash dividends(4,460)(4,215)Other financing activities(212)(142)Net cash provided by (used in) financing activities6,113Â (10,266)Change in cash and cash equivalents(2,079)37Â Effect of exchange rate changes on cash and cash equivalents(68)20Â Cash and cash equivalents at beginning of period3,760Â 2,757Â Cash and cash equivalents at end of period$1,613Â $2,814Â Supplemental Disclosures:Cash paid for interest, net of interest capitalized$982Â $900Â Cash paid for income taxes2,634Â 2,894Â Non-cash acquisition purchase consideration (Note 10)321Â –Â –––––See accompanying notes to consolidated financial statements.Fiscal Q2 2024 Form 10-Q5Table of ContentsTHE HOME DEPOT, INC.NOTES TO CONSOLIDATED FINANCIAL STATEMENTS(Unaudited)1.SUMMARY OF SIGNIFICANT ACCOUNTING POLICIESBasis of PresentationThe accompanying consolidated financial statements of The Home Depot, Inc., together with its subsidiaries (the "Company," "Home Depot," "we," "our" or "us"), have been prepared in accordance with the instructions to FormÂ 10-Q and do not include all of the information and footnotes required by GAP for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. Results of operations for interim periods are not necessarily indicative of results for the entire year. As a result, these consolidated financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in our 2023 Form 10-K. There were no significant changes to our significant accounting policies as disclosed in the 2023 Form 10-K.During the second quarter of fiscal 2024, we completed the acquisition of SRS. Refer to Note 2 and Note 10 for further discussion on the acquisition, including certain impacts of the acquisition on our consolidated financial statements. ReclassificationsEffective July 28, 2024, we began separately presenting intangible assets, net, on the consolidated balance sheets, which were previously included in the other assets line item. In addition, we began separately presenting intangible asset amortization on the statements of cash flows, which was previously included in the depreciation and amortization line item. Prior period amounts have been reclassified to conform to the current year's financial statement presentation.Receivables, netThe following table presents components of receivables, net: in millionsJuly 28,2024January 28,2024Card receivables$1,240Â $988Â Rebate receivables1,395Â 841Â Customer receivables2,296Â 924Â Other receivables572Â 575Â Receivables, net$5,503Â $3,328Â Card receivables consist of payments due from financial institutions for the settlement of credit card and debit card transactions. Rebate receivables represent amounts due from vendors for volume and co-op advertising rebates. Customer receivables relate to credit extended directly to certain customers in the ordinary course of business, which increased compared to the beginning of the year as a result of the SRS acquisition. The valuation allowance related to our receivables was not material to our consolidated financial statements at JulyÂ 28, 2024 or JanuaryÂ 28, 2024.Supplier Finance ProgramsWe have a supplier finance program whereby participating suppliers may, at their sole discretion, elect to receive payment for one or more of our payment obligations, prior to their scheduled due dates, at a discounted price from participating financial institutions. The payment terms we negotiate with our suppliers are consistent, irrespective of whether a supplier participates in the program, and we are not a party to the agreements between the participating financial institutions and the suppliers in connection with the program. We do not reimburse suppliers for any costs they incur for participation in the program, and we have not pledged any assets as security or provided any guarantees as part of the program. Our outstanding payment obligations under our supplier finance program were $530 million at JulyÂ 28, 2024 and $514 million at JanuaryÂ 28, 2024 and are recorded within accounts payable on the consolidated balance sheets.Fiscal Q2 2024 Form 10-Q6Table of ContentsRecent Accounting PronouncementsWe did not adopt any new accounting pronouncements during the six months ended JulyÂ 28, 2024 that had a material impact on our consolidated financial condition, results of operations or cash flows. There were no significant changes in recently issued accounting pronouncements pending adoption from those disclosed in the 2023 Form 10-K, and those not discussed in the 2023 Form 10-K are either not applicable or are not expected to have a material impact on our consolidated financial condition, results of operations or cash flows.2.SEGMENT REPORTING AND NET SALESThe Company defines its segments on the basis of the way in which internally reported financial information is regularly reviewed by the chief operating decision maker ("CODM"), our President and Chief Executive Officer, to analyze financial performance, make decisions, and allocate resources.The Company is engaged in the operation of retail stores and sells a wide assortment of building materials, home improvement products, lawn and garden products, dÃ©cor products, and facilities maintenance, repair and operations products both in stores and online. We also provide a number of services, including home improvement installation services and tool and equipment rental. We currently conduct these operations in the U.S. (including the Commonwealth of Puerto Rico and the territories of the U.S. Virgin Islands and Guam), Canada, and Mexico, each of which represents an operating segment. For disclosure purposes, we aggregate these three operating segments into one reportable segment (the Primary segment) due to the similar nature of their operations and economic characteristics.As discussed in Note 10, in June 2024, we acquired SRS, a leading residential specialty trade distribution company across several verticals serving the professional roofer, landscaper and pool contractor through its branches located throughout the U.S. SRS is organized as three different lines of business: roofing and complementary building products, landscape, and pool. We have determined each of these three lines of business represents an operating segment, none of which meet the thresholds prescribed under Topic 280 to be deemed a reportable segment. The following presents a reconciliation of the results of our Primary segment to our consolidated totals:Three Months EndedSix Months EndedJuly 28, 2024July 28, 2024in millionsPrimary SegmentOtherConsolidatedPrimary SegmentOtherConsolidatedNet sales$41,901Â $1,274Â $43,175Â $78,319Â $1,274Â $79,593Â Operating income (1)6,462Â 72Â 6,534Â 11,541Â 72Â 11,613Â Interest income and other, net(84)(141)Interest expense573Â 1,058Â Earnings before provision for income taxes$6,045Â $10,696Â –––––(1)Includes intangible asset amortization expense of $51Â million and $103Â million for the three and six months ended JulyÂ 28, 2024, respectively, in our Primary segment, and intangible asset amortization expense of $39Â million for both the three and six months ended JulyÂ 28, 2024 in Other."Other" in the table above represents our SRS operations and is reflective of partial period results beginning from the acquisition date of June 18, 2024. Net sales in the Other category relate to the sale of products by SRS, with roofing and related products accounting for approximately 65% of sales in Other during both the three and six months ended JulyÂ 28, 2024.Prior to the acquisition of SRS, our total Company consolidated results represented our Primary segment and therefore, a reconciliation to our consolidated totals is not applicable for the three and six months ended JulyÂ 30, 2023.Fiscal Q2 2024 Form 10-Q7Table of ContentsThe following table presents our Primary segment major product lines and the related merchandising departments (and related services):Major Product LineMerchandising DepartmentsBuilding MaterialsBuilding Materials, Electrical, Lumber, Millwork, and PlumbingDÃ©corAppliances, Bath, Flooring, Kitchen & Blinds, Lighting, and PaintHardlinesHardware, Indoor Garden, Outdoor Garden, Power, and Storage & OrganizationThe following table presents net sales by major product line (and related services), as well as Other net sales:Three Months EndedSix Months Endedin millionsJuly 28,2024July 30,2023July 28,2024July 30,2023Building Materials$13,935Â $14,268Â $26,549Â $27,261Â DÃ©cor13,591Â 13,863Â 25,935Â 26,567Â Hardlines14,375Â 14,785Â 25,835Â 26,345Â Primary segment net sales41,901Â 42,916Â 78,319Â 80,173Â Other net sales (1)1,274Â –Â 1,274Â –Â Net sales$43,175Â $42,916Â $79,593Â $80,173Â –––––(1) Represents SRS net sales since the acquisition date of June 18, 2024. See discussion above for information on the components of Other net sales. Note: During the first quarter of fiscal 2024, we made certain changes to our merchandising department structure that realign certain merchandising departments across our major product lines. As a result, prior-year amounts have been reclassified to conform with the current-year presentation. These changes had no impact on consolidated net sales. The following table presents net sales, classified by geography:Three Months EndedSix Months Endedin millionsJuly 28,2024July 30,2023July 28,2024July 30,2023Net sales – in the U.S.$39,513Â $39,191Â $73,082Â $73,698Â Net sales – outside the U.S.3,662Â 3,725Â 6,511Â 6,475Â Net sales$43,175Â $42,916Â $79,593Â $80,173Â The following table presents net sales by products and services:Three Months EndedSix Months Endedin millionsJuly 28,2024July 30,2023July 28,2024July 30,2023Net sales – products$41,605Â $41,361Â $76,683Â $77,249Â Net sales – services1,570Â 1,555Â 2,910Â 2,924Â Net sales$43,175Â $42,916Â $79,593Â $80,173Â Deferred RevenueFor products and services sold in stores or online, payment is typically due at the point of sale. When we receive payment before the customer has taken possession of the merchandise or the service has been performed, the amount received is recorded as deferred revenue until the sale or service is complete. Such performance obligations are part of contracts with expected original durations of typically three months or less. As of JulyÂ 28, 2024 and JanuaryÂ 28, 2024, deferred revenue for products and services was $1.8 billion and $1.7 billion, respectively. Fiscal Q2 2024 Form 10-Q8Table of ContentsWe further record deferred revenue for the sale of gift cards and recognize the associated revenue upon the redemption of those gift cards, which generally occurs within six months of gift card issuance. As of JulyÂ 28, 2024 and JanuaryÂ 28, 2024, our performance obligations for unredeemed gift cards were $1.0 billion and $1.1 billion, respectively. Gift card breakage income, which is our estimate of the portion of our outstanding gift card balance not expected to be redeemed, is recognized in net sales and was immaterial during the three and six months ended JulyÂ 28, 2024 and JulyÂ 30, 2023.3.PROPERTY AND LEASESNet Property and EquipmentNet property and equipment included accumulated depreciation and finance lease amortization of $28.3 billion as of JulyÂ 28, 2024 and $27.1 billion as of JanuaryÂ 28, 2024.LeasesThe following table presents the consolidated balance sheet classification related to operating and finance leases:in millionsConsolidated Balance Sheet ClassificationJuly 28,2024January 28,2024Assets:Operating lease assetsOperating lease right-of-use assets$8,613Â $7,884Â Finance lease assets (1)Net property and equipment2,754Â 2,840Â Total lease

assets$11,367Â $10,724Â Liabilities:Current:Â Â Â Operating lease liabilitiesCurrent operating lease liabilities$1,242Â $1,050Â Â Â Â Finance lease liabilitiesCurrent installments of long-term debt273Â 268Â Long-term:Â Â Â Operating lease liabilitiesLong-term operating lease liabilities7,635Â 7,082Â Â Â Â Finance lease liabilitiesLong-term debt, excluding current installments2,923Â 3,000Â Total lease liabilities$12,073Â $11,400Â â€”â€”â€”â€”â€”(1) Finance lease assets are recorded net of accumulated amortization of $1.4 billion as of JulyÂ 28, 2024 and $1.2 billion as of JanuaryÂ 28, 2024. The following table presents supplemental non-cash information related to leases:Six Months Endedin millionsJuly 28,2024July 30,2023Lease assets obtained in exchange for new operating lease liabilities$670Â $583Â Lease assets obtained in exchange for new finance lease liabilities74Â 192Â Fiscal Q2 2024 Form 10-Q9Table of Contents4.GOODWILL AND INTANGIBLE ASSETSGoodwillThe following table presents the changes in the carrying amount of our goodwill:in millionsPrimary SegmentOtherConsolidatedGoodwill, balance at JanuaryÂ 28, 2024$8,455Â $â€”Â $8,455Â Acquisitions (1)â€”Â 10,967Â 10,967Â Other (2)(8)â€”Â (8)Goodwill, balance at JulyÂ 28, 2024$8,447Â $10,967Â $19,414Â â€”â€”â€”â€”â€”(1)Â Â Â Â Â Fiscal 2024 activity represents the preliminary determination of goodwill related to the acquisition of SRS. See Note 10 for details regarding the SRS acquisition.(2) Â Â Â Â Primarily reflects the net impact of foreign currency translation as well as immaterial measurement period adjustments related to fiscal 2023 acquisitions.Intangible AssetsThe following table presents information regarding our intangible assets:July 28, 2024 (1)January 28, 2024in millionsGross Carrying AmountAccumulated AmortizationNet Carrying AmountGross Carrying AmountAccumulated AmortizationNet Carrying AmountDefinite-Lived Intangible Assets:Customer relationships$8,795Â (797)7,998Â $3,425Â (670)2,755Â Trade names607Â (40)567Â 227Â (25)202Â Other11Â (11)â€”Â 12Â (12)â€”Â Indefinite-Lived Intangible Assets:Trade names649Â 649Â 649Â 649Â Total Intangible Assets$10,062Â (848)9,214Â $4,313Â (707)3,606Â â€”â€”â€”â€”â€”(1)Â Â Â Â Â Fiscal 2024 includes the preliminary allocation of fair value to intangible assets related to the acquisition of SRS. See Note 10 for details regarding the SRS acquisition.Our intangible asset amortization expense was $90 million and $44 million during the second quarter of fiscal 2024 and 2023, respectively, and $142 million and $88 million during the first six months of fiscal 2024 and 2023, respectively.The following table presents the estimated future amortization expense related to definite-lived intangible assets as of JulyÂ 28, 2024:in millionsAmortization ExpenseFiscal 2024 - remaining$282Â Fiscal 2025551Â Fiscal 2026551Â Fiscal 2027542Â Fiscal 2028524Â Thereafter6,115Â Total$8,565Â Fiscal Q2 2024 Form 10-Q10Table of Contents5.DEBT AND DERIVATIVE INSTRUMENTSShort-Term DebtAt the beginning of fiscal 2024, we had a commercial paper program that allowed for borrowings up to $5.0Â billion. In connection with this program, we had back-up credit facilities with a consortium of banks for borrowings up to $5.0Â billion, which consisted of a five-year $3.5Â billion credit facility scheduled to expire in July 2027 and a 364-day $1.5Â billion credit facility scheduled to expire in July 2024. At JanuaryÂ 28, 2024, there were no outstanding borrowings under our commercial paper program or back-up credit facilities.In May 2024, we increased our commercial paper program from $5.0Â billion to $19.5Â billion in connection with the anticipated financing of the acquisition of SRS (see Note 10). In May 2024, in connection with the increase in the commercial paper program, we also entered into three additional back-up credit facilities that consisted of a 364-day $3.5Â billion credit facility scheduled to expire in May 2025, a three-year $1.0Â billion credit facility scheduled to expire in May 2027, and a 364-day $10.0Â billion credit facility scheduled to expire in May 2025. The $10.0Â billion credit facility also provided that the commitments and any borrowings under this facility would be reduced by the amount of net cash proceeds we received from any future debt issuance. In June 2024, leading up to the acquisition of SRS on June 18, 2024, we raised commercial paper borrowings of over $15.0Â billion to fund the transaction. On June 25, 2024, we received the proceeds from the issuance of $10.0Â billion of long-term debt, as further discussed below, and immediately used the proceeds to repay approximately $10.0Â billion of these commercial paper borrowings. On June 27, 2024, we terminated the $10.0Â billion back-up credit facility, and subsequently reduced our commercial paper program from $19.5Â billion to $9.5Â billion. In July 2024, we also completed the renewal of our 364-day $1.5Â billion credit facility, extending the maturity from July 2024 to July 2025. As of July 28, 2024, our commercial paper program allowed for borrowings up to $9.5Â billion and is supported by $9.5Â billion of back-up credit facilities. All of our short-term borrowings in the first six months of fiscal 2024 were under our commercial paper program, and the maximum amount outstanding at any time was $15.3 billion. At JulyÂ 28, 2024, we had $2.5 billion of outstanding borrowings under our commercial paper program with a weighted average interest rate of 5.4% and no outstanding borrowings under our back-up credit facilities.Long-Term DebtJune 2024 Issuance. In June 2024, we issued nine tranches of senior notes.â€¢The first tranche consisted of $600Â million of floating rate senior notes due December 24, 2025 (the â€œfloating rate notesâ€). The floating rate notes bear interest at a variable rate determined quarterly equal to the compounded Secured Overnight Borrowing Rate (â€œSOFRâ€) plus 33 basis points. Interest on the floating rate notes is due quarterly on March 24, June 24, September 24, and December 24 of each year, beginning on September 24, 2024.â€¢The second tranche consisted of $900Â million of 5.100% senior notes due December 24, 2025 (the â€œ2025 notesâ€) at a discount of $0.8Â million. Interest on the 2025 notes is due semi-annually on June 24 and December 24 of each year, beginning on December 24, 2024.â€¢The third tranche consisted of $1.5Â billion of 5.150% senior notes due June 25, 2026 (the â€œ2026 notesâ€) at a discount of $1.7Â million. Interest on the 2026 notes is due semi-annually on June 25 and December 25 of each year, beginning on December 25, 2024.â€¢The fourth tranche consisted of $1.0Â billion of 4.875% senior notes due June 25, 2027 (the â€œ2027 notesâ€) at a discount of $3.3Â million. Interest on the 2027 notes is due semi-annually on June 25 and December 25 of each year, beginning on December 25, 2024.â€¢The fifth tranche consisted of $1.25Â billion of 4.750% senior notes due June 25, 2029 (the â€œ2029 notesâ€) at a discount of $8.1Â million. Interest on the 2029 notes is due semi-annually on June 25 and December 25 of each year, beginning on December 25, 2024.â€¢The sixth tranche consisted of $1.0Â billion of 4.850% senior notes due June 25, 2031 (the â€œ2031 notesâ€) at a discount of $7.1Â million. Interest on the 2031 notes is due semi-annually on June 25 and December 25 of each year, beginning on December 25, 2024.Fiscal Q2 2024 Form 10-Q11Table of Contentsâ€¢The seventh tranche consisted of $1.75Â billion of 4.950% senior notes due June 25, 2034 (the â€œ2034 notesâ€) at a discount of $16.7Â million. Interest on the 2034 notes is due semi-annually on June 25 and December 25 of each year, beginning on December 25, 2024.â€¢The eighth tranche consisted of $1.5Â billion of 5.300% senior notes due June 25, 2054 (the â€œ2054 notesâ€) at a discount of $23.5Â million. Interest on the 2054 notes is due semi-annually on June 25 and December 25 of each year, beginning on December 25, 2024.â€¢The ninth tranche consisted of $500Â million of 5.400% senior notes due June 25, 2064 (the â€œ2064 notesâ€) at a discount of $8.5Â million. Interest on the 2064 notes is due semi-annually on June 25 and December 25 of each year, beginning on December 25, 2024.â€¢Issuance costs for the June 2024 issuance totaled $41Â million.Redemption. The floating rate notes are not redeemable prior to maturity. Each of these fixed rate senior notes may be redeemed by us at any time, in whole or in part, at the redemption price plus accrued and unpaid interest up to the redemption date. With respect to the 2025 notes and 2026 notes, the redemption price is equal to the greater of (1) 100% of the principal amount of the notes to be redeemed or (2) the sum of the present values of the remaining scheduled payments of principal and interest on the notes that would be due after the related redemption date. With respect to all other fixed rate notes, prior to the relevant Par Call Date, as defined in the respective notes, the redemption price is equal to the greater of (1) 100% of the principal amount of the notes to be redeemed or (2) the sum of the present values of the remaining scheduled payments of principal and interest to the Par Call Date. With respect to all fixed rate notes other than the 2025 and 2026 notes, on or after the relevant Par Call Date, the redemption price is equal to 100% of the principal amount of such notes. Additionally, if a Change in Control Triggering Event occurs, as defined in the notes, holders of all such notes have the right to require us to offer payment, in cash, for those notes equal to 101% of the aggregate principal amount of such notes plus accrued and unpaid interest up to the date of purchase.The indenture governing these notes does not generally limit our ability to incur additional indebtedness or require us to maintain financial ratios or specified levels of net worth or liquidity. The indenture governing the notes contains various customary covenants; however, none are expected to impact our liquidity or capital resources.Repayments. In February 2024, we repaid our $1.1Â billion 3.75% senior notes at maturity.Derivative Instruments and Hedging ActivitiesWe had outstanding interest rate swap agreements with combined notional amounts of $5.4 billion at both JulyÂ 28, 2024 and JanuaryÂ 28, 2024. These agreements are accounted for as fair value hedges that swap fixed for variable rate interest to hedge changes in the fair values of certain senior notes. At JulyÂ 28, 2024 and JanuaryÂ 28, 2024, the fair values of these agreements totaled $796 million and $858 million, respectively, all of which are recognized within other long-term liabilities on the consolidated balance sheets. All of our interest rate swap agreements are designated as fair value hedges and meet the shortcut method requirements under GAAP. Accordingly, the changes in the fair values of these agreements offset the changes in the fair value of the hedged long-term debt.There was no new material hedging activity or material changes to any other hedging arrangements disclosed in our 2023 Form 10-K, and all related activity was immaterial for the periods presented within this report.Collateral. We generally enter into master netting arrangements, which are designed to reduce credit risk by permitting net settlement of transactions with the same counterparty. To further limit our credit risk, we enter into collateral security arrangements that provide for collateral to be received or posted when the net fair value of certain derivative instruments exceeds or falls below contractually established thresholds. The cash collateral posted by the Company related to derivative instruments under our collateral security arrangements was $686 million and $714 million as of JulyÂ 28, 2024 and JanuaryÂ 28, 2024, respectively, which was recorded in other current assets on the consolidated balance sheets. We did not hold any cash collateral as of JulyÂ 28, 2024 or JanuaryÂ 28, 2024.Fiscal Q2 2024 Form 10-Q12Table of Contents6.STOCKHOLDERS' EQUITYStock RollforwardThe following table presents a reconciliation of the number of shares of our common stock outstanding and cash dividends per share:shares in millionsThree Months EndedSix Months EndedJuly 28,2024July 30,2023July 28,2024July 30,2023Common stock:Shares at beginning of period1,798Â 1,795Â 1,796Â 1,794Â Shares issued under employee stock plans, net1Â 1Â 3Â 2Â Shares at end of period1,799Â 1,796Â 1,799Â 1,796Â Treasury stock:Shares at beginning of period(806)(788)(804)(778)Repurchases of common stockâ€”Â (7)(2)(17)Shares at end of period(806)(795)(806)(795)Shares outstanding at end of period993Â 1,001Â 993Â 1,001Â Cash dividends per share$2.25Â $2.09Â $4.50Â $4.18Â Share RepurchasesIn August 2023, our Board of Directors approved a $15.0Â billion share repurchase authorization that replaced the previous authorization of $15.0Â billion, which was approved in August 2022. The August 2023 authorization does not have a prescribed expiration date. As of JulyÂ 28, 2024, approximately $11.7 billion of the $15.0Â billion share repurchase authorization remained available. In March 2024, we paused share repurchases in anticipation of the acquisition of SRS (see Note 10). The following table presents information about our repurchases of common stock, all of which were completed through open market purchases:in millionsThree Months EndedSix Months EndedJuly 28,2024July 30,2023July 28,2024July 30,2023Total number of shares repurchasedâ€”Â 7Â 2Â 17Â Total cost of shares repurchased(1)2,017Â $599Â $5,045Â The cost of shares repurchased may differ from the repurchases of common stock amounts in the consolidated statements of cash flows due to unsettled share repurchases at the end of a period and net excise taxes incurred on share repurchases.7.FAIR VALUE MEASUREMENTSThe fair value of an asset is considered to be the price at which the asset could be sold in an orderly transaction between unrelated knowledgeable and willing parties. A liabilityâ€™s fair value is defined as the amount that would be paid to transfer the liability to a new obligor, rather than the amount that would be paid to settle the liability with the creditor. Assets and liabilities recorded at fair value are measured using a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. The levels of the fair value hierarchy are:â€¢Level 1: observable inputs such as quoted prices in active markets for identical assets or liabilities;â€¢Level 2: inputs other than quoted prices in active markets in Level 1 that are either directly or indirectly observable; andâ€¢Level 3: unobservable inputs for which little or no market data exists, therefore requiring management judgment to develop the Companyâ€™s own models with estimates and assumptions.Fiscal Q2 2024 Form 10-Q13Table of ContentsAssets and Liabilities Measured at Fair Value on a Recurring BasisThe following table presents the assets and liabilities that are measured at fair value on a recurring basis:July 28, 2024January 28, 2024in millionsÂ Fair Value(LevelÂ 2)Fair Value(LevelÂ 2)Derivative agreements â€” assetsâ€”Â $â€”Â Derivative agreements â€” liabilities(796)(859)Total(796)(859)The fair values of our derivative instruments are determined using an income approach and Level 2 inputs, which primarily include the respective interest rate forward curves and discount rates. Our derivative instruments are discussed further in Note 5.Assets and Liabilities Measured at Fair Value on a Nonrecurring BasisLong-lived assets, goodwill, and other intangible assets are subject to nonrecurring fair value measurement for the assessment of impairment. We did not have any material assets or liabilities that were measured and recognized at fair value on a nonrecurring basis during the three and six months ended JulyÂ 28, 2024 or JulyÂ 30, 2023. See Note 10 for discussion on the fair values of assets acquired and liabilities assumed in our acquisition of SRS. Other Fair Value DisclosuresThe carrying amounts of cash and cash equivalents, receivables, accounts payable, and short-term debt approximate fair value due to their short-term nature. The following table presents the aggregate fair values and carrying values of our senior notes:July 28, 2024January 28, 2024in millionsÂ Fair Value(Level 1)CarryingValueFair Value(Level 1)CarryingValueSenior notes$46,879Â $49,709Â $38,495Â $40,843Â 8.WEIGHTED AVERAGE COMMON SHARESThe following table presents the reconciliation of our basic to diluted weighted average common shares as well as the number of anti-dilutive securities excluded from diluted weighted average common shares:in millionsThree Months EndedSix Months EndedJuly 28,2024July 30,2023July 28,2024July 30,2023Basic weighted average common shares990Â 1,000Â 989Â 1,005Â Effect of potentially dilutive securities (1)2Â 3Â 3Â 3Â Diluted weighted average common shares992Â 1,003Â 992Â 1,008Â Anti-dilutive securities excluded from diluted weighted average common shares1Â 1Â 1Â 1Â â€”â€”â€”â€”(1)Â Â Â Â Represents the dilutive impact of stock-based awards.9.CONTINGENCIESWe are involved in litigation arising in the normal course of business. In managementâ€™s opinion, any such litigation is not expected to have a material adverse effect on our consolidated financial condition, results of operations, or cash flows.Fiscal Q2 2024 Form 10-Q14Table of Contents10.ACQUISITIONSSRS AcquisitionOn March 27, 2024, we entered into a definitive agreement to acquire SRS Distribution Inc., a leading residential specialty trade distribution company across several verticals serving the professional roofer, landscaper and pool contractor. On June 18, 2024, following the satisfaction or waiver of the applicable closing conditions, including receipt of the requisite regulatory approvals, the acquisition was completed and all merger consideration was transferred. Under the terms of the merger agreement, a subsidiary of The Home Depot, Inc. merged with and into Shingle Acquisition Holdings, Inc., the parent company of SRS, with Shingle Acquisition Holdings, Inc. as the surviving entity and a wholly owned subsidiary of the Company. We believe the acquisition of SRS will accelerate the Companyâ€™s growth with the residential professional customer. The acquisition is expected to complement our existing capabilities and enable us to better serve complex project purchase occasions with the renovator/remodeler, while also establishing the Company as a leading specialty trade distributor across multiple verticals. We primarily used a combination of proceeds from commercial paper borrowings, the issuance of long-term debt, as well as cash on hand to fund the acquisition. See Note 5 for further information on the financing for the transaction, and below for a summary of preliminary purchase consideration.The acquisition was accounted for in accordance with Accounting Standards Codification Topic 805 "Business Combinations," and SRSâ€™s results of operations have been consolidated in the Companyâ€™s financial statements effective June 18, 2024. Acquisition-related costs were expensed as incurred and were not material.Fair Value of Consideration Transferred. The following table summarizes total preliminary purchase consideration: in millions Total cash consideration$17,720Â Fair value of common stock issued (1)321Â Total preliminary purchase consideration$18,041Â â€”â€”â€”â€”â€”(1)Â Â Â Â In connection with the acquisition, certain members of SRSâ€™s management team concurrently reinvested a portion of their respective after-tax merger consideration proceeds into shares of the Companyâ€™s common stock. A portion of such shares of Company common stock are fully vested, and accordingly, the fair value of such shares was recorded as non-cash purchase consideration. A portion of such shares of Company common stock, which replaced legacy SRS stock-based awards, are subject to service-based vesting conditions over a three-year period and become forfeitable if such vesting conditions are not satisfied. Accordingly, a portion of the fair value of these shares was recorded as non-cash purchase consideration, and the remainder will be recorded as post-combination expense over the vesting period. The fair value of these shares, including the amount which will be recorded as post-combination compensation cost, is not material.Fiscal Q2 2024 Form 10-Q15Table of ContentsAllocation of Consideration Transferred. We recorded a preliminary allocation of the purchase price to assets acquired and liabilities assumed based on their estimated fair values as of June 18, 2024. The following table summarizes the recorded fair values of the assets acquired and liabilities assumed:in millionsPreliminary Fair ValueCash and cash equivalents$161Â Receivables1,832Â Merchandise inventories1,988Â Property and equipment834Â Goodwill10,967Â Intangible assets5,750Â Other current and non-current assets744Â Total assets acquired$22,276Â Accounts payable$1,791Â Other current liabilities584Â Deferred tax liabilities (1)1,078Â Other long-term liabilities782Â Total liabilities assumed$4,235Â â€”â€”â€”â€”â€”(1)Â Â Â Â Primarily resulting from the difference in book and tax basis related to identifiable intangible assets.The preliminary fair value of identifiable intangible assets was determined by using certain estimates and assumptions that are not observable in the market. The Company used the multi-period excess earnings method to value the customer relationships intangible assets. The significant assumptions used to estimate the fair value of customer relationships included forecasted revenues, customer attrition rates, and the discount rate. Determining the useful life of an intangible asset also requires judgment, as different types of intangible assets will have different useful lives. The preliminary fair value and estimated useful lives of identifiable intangible assets are as follows:in millionsWeighted Average Useful Life (Years)Preliminary Fair ValueCustomer relationships20$5,370Â Trade names5380Â Total identifiable intangible assets$5,750Â The goodwill arising from the acquisition is calculated as the

excess of the purchase price over the net assets acquired and is attributable to (i) growth acceleration in the residential professional customer market; (ii) expansion in high growth verticals including roofing; (iii) additional addressable market opportunities; (iv) enhanced delivery network capabilities; and (v) growth in sales force. We expect approximately $1.0Â billion of goodwill related to the acquisition to be deductible for U.S. federal and state income tax purposes. As the valuation is preliminary, we have not yet finalized the assignment of goodwill to our reporting units, and no goodwill currently resides in our Primary segment.We have completed preliminary valuation analyses necessary to assess the fair values of the assets acquired and liabilities assumed and the amount of goodwill to be recognized as of the acquisition date. These fair values were based on managementâ€™s estimates and assumptions; however, the amounts indicated above are preliminary in nature and are subject to adjustment as additional information is obtained about the facts and circumstances that existed as of the acquisition date. Accordingly, there may be adjustments to the assigned values of acquired assets and liabilities. The primary areas that remain preliminary include, but are not limited to, intangible assets including the preliminary assumptions used in their estimates of fair values and their respective estimated useful lives, the valuation of certain tangible assets, income taxes, and residual goodwill. The final determination of the fair values, purchase consideration, related income tax impacts and residual goodwill will be completed as soon as practicable, and within the measurement period of up to one year from the acquisition date as permitted under GAAP. Any adjustments to provisional amounts that are identified during the measurement period will be recorded in the reporting period in which the adjustment is determined.Fiscal Q2 2024 Form 10-Q16Table of ContentsResults of Operations. Net sales attributable to SRS since the completion of the acquisition and included within our results of operations for both the three and six months ended July 28, 2024 totaled $1.3 billion. Net earnings attributable to SRS since the completion of the acquisition and included within our results of operations for both the three and six months ended JulyÂ 28, 2024 were immaterial.Pro forma results of operations would not be materially different as a result of the acquisition and therefore are not presented.Fiscal Q2 2024 Form 10-Q17Table of ContentsREPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM To the Stockholders and Board of DirectorsThe Home Depot, Inc.:Results of Review of Interim Financial Information We have reviewed the consolidated balance sheet of The Home Depot, Inc. and its subsidiaries (the â€œCompanyâ€) as of JulyÂ 28, 2024, the related consolidated statements of earnings, comprehensive income and stockholdersâ€™ equity for the three-month and six-month periods ended JulyÂ 28, 2024 and JulyÂ 30, 2023, the related consolidated statements of cash flows for the six-month periods ended JulyÂ 28, 2024 and JulyÂ 30, 2023, and the related notes (collectively, the â€œconsolidated interim financial informationâ€). Based on our reviews, we are not aware of any material modifications that should be made to the consolidated interim financial information for it to be in conformity with U.S. generally accepted accounting principles.We have previously audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (â€œPCAOBâ€), the consolidated balance sheet of the Company as of JanuaryÂ 28, 2024, and the related consolidated statements of earnings, comprehensive income, stockholdersâ€™ equity, and cash flows for the fiscal year then ended (not presented herein); and in our report dated March 13, 2024, we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying consolidated balance sheet as of JanuaryÂ 28, 2024 is fairly stated, in all material respects, in relation to the consolidated balance sheet from which it has been derived.Basis for Review ResultsThis consolidated interim financial information is the responsibility of the Companyâ€™s management. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.We conducted our reviews in accordance with the standards of the PCAOB. A review of consolidated interim financial information consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the standards of the PCAOB, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion./s/ KPMG LLPAtlanta, GeorgiaAugustÂ 19, 2024 Fiscal Q2 2024 Form 10-Q18Table of ContentsItem 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.The following discussion provides an analysis of the Companyâ€™s financial condition and results of operations from management's perspective and should be read in conjunction with the consolidated financial statements and related notes included in this report and in the 2023 Form 10-K and with our MD&A included in the 2023 Form 10-K.TABLE OF CONTENTSExecutive Summary19Results of Operations20Liquidity and Capital Resources24Critical Accounting Estimates26EXECUTIVE SUMMARYWe reported net sales of $43.2 billion in the second quarter of fiscal 2024. Net earnings were $4.6 billion, or $4.60 per diluted share. For the first six months of fiscal 2024, net sales were $79.6 billion and net earnings were $8.2 billion, or $8.23 per diluted share.During the second quarter of fiscal 2024, we opened two new stores in the U.S. and one new store in Mexico, resulting in a total store count of 2,340 at JulyÂ 28, 2024. A total of 321 stores, or 13.7%, were located in Canada and Mexico. For the second quarter of fiscal 2024, sales per retail square foot were $660.17, and for the first six months of fiscal 2024, sales per retail square foot were $616.17. Our inventory turnover ratio was 4.9 times at the end of the second quarter of fiscal 2024, compared to 4.4 times at the end of the second quarter of fiscal 2023. The increase in our inventory turnover ratio was primarily driven by lower average inventory levels during the first six months of fiscal 2024.During the first six months of fiscal 2024, we generated $10.9 billion of cash flow from operations, received approximately $10.0 billion of proceeds from the issuance of long-term debt, net of discounts, and received $2.5 billion of proceeds from commercial paper borrowings, net of repayments. We utilized a combination of commercial paper borrowings and the issuance of this long-term debt, together with cash on hand, to fund the acquisition of SRS, with cash purchase consideration totaling $17.7 billion. Specifically, in June 2024, leading up to the acquisition on June 18, 2024, we raised commercial paper borrowings of over $15.0 billion to fund the transaction, of which approximately $10.0 billion was then immediately repaid with the proceeds from our issuance of long-term debt. We continued to repay these outstanding commercial paper borrowings during the quarter and ended the second quarter with $2.5 billion of commercial paper borrowings outstanding. During the first six months of fiscal 2024, we also paid $4.5 billion in cash dividends, funded $1.6 billion in capital expenditures, repaid $1.3 billion of long-term debt, and funded $649 million of share repurchases, prior to pausing share repurchases in March 2024 in anticipation of the acquisition of SRS. In February 2024, we announced a 7.7% increase in our quarterly cash dividend to $2.25 per share.Our ROIC for the trailing twelve-month period was 31.9% at the end of the second quarter of fiscal 2024 and 41.5% at the end of the second quarter of fiscal 2023. The decrease in ROIC was primarily driven by higher average long-term debt levels due to the financing of the SRS acquisition and lower operating income. See the Non-GAAP Financial Measures section below for our definition and calculation of ROIC, as well as a reconciliation of NOPAT, a non-GAAP financial measure, to net earnings (the most comparable GAAP financial measure).SRS AcquisitionOn March 27, 2024, we entered into a definitive agreement to acquire SRS, a leading residential specialty trade distribution company across several verticals serving the professional roofer, landscaper and pool contractor. On June 18, 2024, following the satisfaction or waiver of the applicable closing conditions, including receipt of the requisite regulatory approvals, the acquisition was completed and all merger consideration was transferred. We believe the acquisition of SRS will accelerate the Companyâ€™s growth with the residential professional customer. The acquisition is expected to complement our existing capabilities and enable us to better serve complex project purchase occasions with the renovator/remodeler, while also establishing the Company as a leading specialty trade distributor across multiple verticals. Refer to Note 2 and Note 10 to our consolidated financial statements for further discussion of the impact of the acquisition on our consolidated financial statements. Fiscal Q2 2024 Form 10-Q19Table of ContentsRESULTS OF OPERATIONSThe following table presents the percentage relationship between net sales and major categories in our consolidated statements of earnings.FISCAL 2024 AND FISCAL 2023 THREE MONTH COMPARISONSThree Months EndedJuly 28, 2024July 30, 2023dollars in millions$% of Net Sales$% of Net SalesNet sales$43,175Â $42,916Â Gross profit14,416Â 33.4Â %14,157Â 33.0Â %Operating expenses:Selling, general and administrative7,144Â 16.5Â 6,915Â 16.1Â Depreciation and amortization738Â 1.7Â 653Â 1.5Â Total operating expenses7,882Â 18.3Â 7,568Â 17.6Â Operating income6,534Â 15.1Â 6,589Â 15.4Â Interest and other (income) expense:Interest income and other, net(84)(0.2)(41)(0.1)Interest expense573Â 1.3Â 469Â 1.1Â Interest and other, net489Â 1.1Â 428Â 1.0Â Earnings before provision for income taxes6,045Â 14.0Â 6,161Â 14.4Â Provision for income taxes1,484Â 3.4Â 1,502Â 3.5Â Net earnings$4,561Â 10.6Â %$4,659Â 10.9Â %â€”â€”â€”â€”Note: Certain percentages may not sum to totals due to rounding.Three Months EndedSelected financial and sales data:July 28,2024July 30,2023% ChangeComparable sales (% change)(3.3)%(2.0)%N/AComparable customer transactions (% change) (1)(2.2)%(2.0)%N/AComparable average ticket (% change) (1)(1.3)%0.1Â %N/ACustomer transactions (in millions) (1)451.0Â 459.1Â (1.8)%Average ticket (1) (2)$88.90Â $90.07Â (1.3)%Sales per retail square foot (1) (3)$660.17Â $684.65Â (3.6)%Diluted earnings per share$4.60Â $4.65Â (1.1)%â€”â€”â€”â€”(1)Does not include results for HD Supply and SRS. At this time, we are still evaluating whether SRS results will be incorporated into our selected sales metrics. (2)Average ticket represents the average price paid per transaction and is used by management to monitor the performance of the Company, as it represents a primary driver in measuring sales performance.(3)Sales per retail square foot represents annualized sales divided by retail store square footage.Â Sales per retail square foot is a measure of the efficiency of sales based on the total square footage of our stores and is used by management to monitor the performance of the Companyâ€™s retail operations as an indicator of the productivity of owned and leased square footage for these retail operations.SalesWe assess our sales performance by evaluating both net sales and comparable sales.Fiscal Q2 2024 Form 10-Q20Table of ContentsNet Sales. Net sales for the second quarter of fiscal 2024 were $43.2 billion, an increase of 0.6% from $42.9 billion for the second quarter of fiscal 2023. The increase in net sales for the second quarter of fiscal 2024 was driven by sales from the SRS acquisition, the acquisitions we completed in fiscal 2023, and new store openings. Net sales attributable to SRS since the completion of the acquisition and included within our results for the second quarter of fiscal 2024 totaled $1.3 billion. This increase in net sales was partially offset by the impact of a negative comparable sales environment, primarily driven by decreases in comparable customer transactions and comparable average ticket. Online sales, which consist of sales generated through our websites and mobile applications for products picked up at our stores or delivered to customer locations, represented 14.9% of net sales during the second quarter of fiscal 2024 and increased by 3.9% compared to the second quarter of fiscal 2023. A stronger U.S. dollar negatively impacted net sales by $22 million during the second quarter of fiscal 2024.Comparable Sales. Comparable sales is a measure that highlights the performance of our existing locations and websites by measuring the change in net sales for a period over the comparable prior period of equivalent length. Comparable sales includes sales at all locations, physical and online, open greater than 52 weeks (including remodels and relocations) and excludes closed stores. Retail stores become comparable on the Monday following their 52nd week of operation. Acquisitions are typically included in comparable sales after they have been owned for more than 52 weeks. Comparable sales is intended only as supplemental information and is not a substitute for net sales presented in accordance with GAAP.Total comparable sales for the second quarter of fiscal 2024 decreased 3.3%, reflecting a 2.2% decrease in comparable customer transactions and a 1.3% decrease in comparable average ticket compared to the second quarter of fiscal 2023. The decrease in comparable customer transactions primarily reflects the impact of heightened macroeconomic uncertainties and other macroeconomic factors, including the impacts of a persisting high interest rate environment pressuring home improvement demand. The decrease in comparable average ticket primarily reflects price stabilization relative to last year, slightly offset by demand for new and innovative products. During the second quarter of fiscal 2024, our Plumbing merchandising department posted positive comparable sales compared to the second quarter of fiscal 2023. All of our other merchandising departments posted negative comparable sales during the second quarter of fiscal 2024 compared to the second quarter of fiscal 2023.Gross ProfitGross profit for the second quarter of fiscal 2024 increased 1.8% to $14.4 billion from $14.2 billion for the second quarter of fiscal 2023. Gross profit as a percentage of net sales, or gross profit margin, was 33.4% for the second quarter of fiscal 2024 compared to 33.0% for the second quarter of fiscal 2023. The increase in gross profit margin during the second quarter of fiscal 2024 reflects lower transportation costs and lower shrink within our Primary segment, partially offset by the inclusion of SRS gross profit margin in our consolidated results.Operating ExpensesOur operating expenses are composed of SG&A and depreciation and amortization.Selling, General & Administrative. SG&A for the second quarter of fiscal 2024 increased $229 million, or 3.3%, to $7.1 billion from $6.9 billion for the second quarter of fiscal 2023. As a percentage of net sales, SG&A was 16.5% for the second quarter of fiscal 2024 compared to 16.1% for the second quarter of fiscal 2023, primarily reflecting deleverage from a negative comparable sales environment.Depreciation and Amortization. Depreciation and amortization for the second quarter of fiscal 2024 increased $85 million, or 13.0%, to $738 million from $653 million for the second quarter of fiscal 2023. As a percentage of net sales, depreciation and amortization was 1.7% for the second quarter of fiscal 2024 compared to 1.5% for the second quarter of fiscal 2023, primarily reflecting increased intangible asset amortization expense of $46 million, of which $39 million was related to the SRS acquisition, as well as increased depreciation expense from ongoing investments in the business, and deleverage from a negative comparable sales environment.Interest and Other, netInterest and other, net for the second quarter of fiscal 2024 increased $61 million, or 14.3%, to $489 million from $428 million for the second quarter of fiscal 2023. As a percentage of net sales, interest and other, net was 1.1% for the second quarter of fiscal 2024 compared to 1.0% for the second quarter of fiscal 2023, primarily reflecting higher interest expense driven by commercial paper borrowings and higher long-term debt, partially offset by higher interest income resulting from elevated cash balances in the second quarter of fiscal 2024 leading up to the acquisition of SRS.Fiscal Q2 2024 Form 10-Q21Table of ContentsProvision for Income TaxesOur combined effective income tax rate was 24.5%Â for the second quarter of fiscalÂ 2024Â compared to 24.4% for the second quarter of fiscalÂ 2023.Diluted Earnings per ShareDiluted earnings per share were $4.60 for the second quarter of fiscal 2024 compared to $4.65 for the second quarter of fiscal 2023. The decrease in diluted earnings per share was primarily driven by lower net earnings during the second quarter of fiscal 2024, partially offset by lower diluted shares. FISCAL 2024 AND FISCAL 2023 SIX MONTH COMPARISONSSix Months EndedJuly 28, 2024July 30, 2023dollars in millions$% of Net Sales$% ofNet SalesNet sales$79,593Â $80,173Â Gross profit26,849Â 33.7Â %26,714Â 33.3Â %Operating expenses:Selling, general and administrative13,811Â 17.4Â 13,270Â 16.6Â Depreciation and amortization1,425Â 1.8Â 1,304Â 1.6Â Total operating expenses15,236Â 19.1Â 14,574Â 18.2Â Operating income11,613Â 14.6Â 12,140Â 15.1Â Interest and other (income) expense:Interest income and other, net(141)(0.2)(74)(0.1)Interest expense1,058Â 1.3Â 943Â 1.2Â Interest and other, net917Â 1.2Â 869Â 1.1Â Earnings before provision for income taxes10,696Â 13.4Â 11,271Â 14.1Â Provision for income taxes2,535Â 3.2Â 2,739Â 3.4Â Net earnings$8,161Â 10.3Â %$8,532Â 10.6Â %â€”â€”â€”â€”â€”Note: Certain percentages may not sum to totals due to rounding.Six Months EndedSelected financial and sales data:July 28,2024July 30,2023% ChangeComparable sales (% change) (3.1)%(3.2)%N/AComparable customer transactions (% change) (1)(1.9)%(3.4)%N/AComparable average ticket (% change) (1)(1.3)%0.1Â %N/ACustomer transactions (in millions) (1)837.8Â 850.1Â (1.4)%Average ticket (1) (2)$89.72Â $90.92Â (1.3)Sales per retail square foot (1) (3)$616.17Â $638.50Â (3.5)%Diluted earnings per share$8.23Â $8.46Â (2.7)%â€”â€”â€”â€”â€”(1)Does not include results for HD Supply and SRS. At this time, we are still evaluating whether SRS results will be incorporated into our selected sales metrics. (2)Average ticket represents the average price paid per transaction and is used by management to monitor the performance of the Company, as it represents a primary driver in measuring sales performance.(3)Sales per retail square foot represents annualized sales divided by retail store square footage.Â Sales per retail square foot is a measure of the efficiency of sales based on the total square footage of our stores and is used by management to monitor the performance of the Companyâ€™s retail operations as an indicator of the productivity of owned and leased square footage for these retail operations.Fiscal Q2 2024 Form 10-Q22Table of ContentsSalesWe assess our sales performance by evaluating both net sales and comparable sales.Net Sales. Net sales for the first six months of fiscal 2024 were $79.6 billion, a decrease of 0.7% from $80.2 billion for the first six months of fiscal 2023. The decrease in net sales for the first six months of fiscal 2024 reflects the impact of a negative comparable sales environment, primarily driven by a decrease in comparable customer transactions and comparable average ticket. The decrease in net sales was partially offset by sales from the acquisition of SRS, the acquisitions we completed in fiscal 2023, and new store openings. Net sales attributable to SRS since the completion of the acquisition and included within our results for the first six months of fiscal 2024 totaled $1.3 billion. Online sales represented 15.1% of net sales during the first six months of fiscal 2024 and increased by 3.6% compared to the first six months of fiscal 2023.A weaker U.S. dollar positively impacted net sales by $84 million for the first six months of fiscal 2024.Comparable Sales. Total comparable sales for the first six months of fiscal 2024 decreased 3.1%, reflecting a 1.9% decrease in comparable customer transactions and a 1.3% decrease in comparable average ticket compared to the first six months of fiscal 2023. The decrease in comparable customer transactions primarily reflects the impact of heightened macroeconomic uncertainties and other macroeconomic factors, including the impacts of a persisting high interest rate environment pressuring home improvement demand. The decrease in comparable average ticket primarily reflects price stabilization relative to last year, slightly offset by demand for new and innovative products.During the first six months of fiscal 2024, our Building Materials merchandising department posted positive comparable sales compared to the first six months of fiscal 2023. All of our other merchandising departments posted negative comparable sales during the first six months of fiscal 2024 compared to the first six months of fiscal 2023.Gross ProfitGross profit for the first six months of fiscal 2024 increased 0.5% to $26.8 billion from $26.7 billion for the first six months of fiscal 2023. Gross profit as a percentage of net sales, or gross profit margin, was 33.7% for the first six months of fiscal 2024 compared to 33.3% for the first six months of fiscal 2023. The increase in gross profit margin during the first six months of fiscal 2024

reflects lower transportation costs and lower shrink within our Primary segment, partially offset by the inclusion of SRS gross profit margin in our consolidated results. Operating ExpensesOur operating expenses are composed of SG&A and depreciation and amortization. Selling, General & Administrative. SG&A for the first six months of fiscal 2024 increased $541 million, or 4.1%, to $13.8 billion from $13.3 billion for the first six months of fiscal 2023. As a percentage of net sales, SG&A was 17.4% for the first six months of fiscal 2024 compared to 16.6% for the first six months of fiscal 2023, primarily due to deleverage from a negative comparable sales environment, lower legal-related benefits, and higher payroll costs.Depreciation and Amortization. Depreciation and amortization for the first six months of fiscal 2024 increased $121 million, or 9.3%, to $1.4 billion from $1.3 billion for the first six months of fiscal 2023. As a percentage of net sales, depreciation and amortization was 1.8% for the first six months of fiscal 2024 and 1.6% for the first six months of fiscal 2023, primarily reflecting increased intangible asset amortization expense of $54 million, of which $39 million was related to the SRS acquisition, increased depreciation expense from ongoing investments in the business, and deleverage from a negative comparable sales environment.Interest and Other, netInterest and other, net for the first six months of fiscal 2024 increased $48 million, or 5.5%, to $917 million from $869 million for the first six months of fiscal 2023. As a percentage of net sales, interest and other, net was 1.2% for the first six months of fiscal 2024 compared to 1.1% for the first six months of fiscal 2023, primarily due to higher interest expense driven by higher long-term debt and commercial paper borrowings, partially offset by higher interest income resulting from elevated cash balances in the first half of fiscal 2024 leading up to the acquisition of SRS.Fiscal Q2 2024 Form 10-Q23Table of ContentsProvision for Income TaxesOur combined effective income tax rate was 23.7% for the first six months of fiscal 2024 compared to 24.3% for the first six months of fiscal 2023. The decrease in our effective rate was driven by certain discrete tax benefits recognized during the first six months of fiscal 2024.Diluted Earnings per ShareDiluted earnings per share were $8.23 for the first six months of fiscal 2024, compared to $8.46 for the first six months of fiscal 2023. The decrease in diluted earnings per share was primarily driven by lower net earnings during the first six months of fiscal 2024, partially offset by lower diluted shares.NON-GAAPÂ FINANCIAL MEASURESTo provide clarity on our operating performance, we supplement our reporting with certain non-GAAP financial measures. However, this supplemental information should not be considered in isolation or as a substitute for the related GAAP measures. Non-GAAP financial measures presented herein may differ from similar measures used by other companies.Return on Invested CapitalWe believe ROIC is meaningful for management, investors and ratings agencies because it measures how effectively we deploy our capital base. ROIC is a profitability measure, not a measure of financial performance under GAAP. We define ROIC as NOPAT, a non-GAAP financial measure, for the most recent twelve-month period, divided by average debt and equity. We define average debt and equity as the average of beginning and ending long-term debt (including current installments) and equity for the most recent twelve-month period.The following table presents the calculation of ROIC, together with a reconciliation of NOPAT to net earnings (the most comparable GAAP measure):Â Twelve Months Endeddollars in millionsJuly 28, 2024 (2)July 30,2023Net earnings$14,772Â $16,233Â Interest and other, net1,813Â 1,683Â Provision for income taxes4,577Â 5,124Â Operating income21,162Â 23,040Â Income tax adjustment (1) (5,044)(5,555)NOPAT$16,118Â $17,485Â Average debt and equity$50,534Â $42,084Â ROIC31.9Â %41.5Â %â€”â€”â€”â€”(1)Income tax adjustment is defined as operating income multiplied by our effective tax rate for the trailing twelve months.(2)The twelve months ended July 28, 2024 only include operating results for SRS since the acquisition date of June 18, 2024, consistent with our consolidated financial statements.LIQUIDITY AND CAPITAL RESOURCESAt JulyÂ 28, 2024, we had $1.6 billion in cash and cash equivalents, of which $1.1 billion was held by our foreign subsidiaries. We believe that our current cash position, cash flow generated from operations, funds available from our commercial paper program, and access to the long-term debt capital markets should be sufficient not only for our operating requirements, any required debt payments, and satisfaction of other contractual obligations, but also to enable us to invest in the business, fund dividend payments, and fund any share repurchases through the next several fiscal years. In addition, we believe that we have the ability to obtain alternative sources of financing, if necessary.Fiscal Q2 2024 Form 10-Q24Table of ContentsOur material cash requirements include contractual and other obligations arising in the normal course of business. These obligations primarily include long-term debt and related interest payments, operating and finance lease obligations, and purchase obligations. In addition to our cash requirements, we follow a disciplined approach to capital allocation. This approach first prioritizes investing in the business, followed by paying dividends, with the intent of then returning excess cash to shareholders in the form of share repurchases. In March 2024, we paused share repurchases in anticipation of the acquisition of SRS. We do not currently plan to resume share repurchases until we have used our excess cash to reduce our outstanding debt.During the first six months of fiscal 2024, we invested approximately $1.6 billion back into our business in the form of capital expenditures. For fiscal 2024, in line with our expectation of approximately two percent of net sales on an annual basis, we plan to invest approximately $3.0 billion to $3.5 billion back into our business in the form of capital expenditures, with investments focused on new stores and improving the customer experience, including through technology and development of other differentiated capabilities. However, we may adjust our capital expenditures to support the operations of the business, to enhance long-term strategic positioning, or in response to the economic environment, as necessary or appropriate. In February 2024, we announced a 7.7% increase in our quarterly cash dividend from $2.09 to $2.25 per share. During the first six months of fiscal 2024, we paid cash dividends of $4.5 billion to shareholders. We intend to pay a dividend in the future; however, any future dividend is subject to declaration by our Board of Directors based on our earnings, capital requirements, financial condition, and other factors considered relevant by our Board of Directors.In August 2023, our Board of Directors approved a $15.0Â billion share repurchase authorization that replaced the previous authorization of $15.0 billion, which was approved in August 2022. The August 2023 authorization does not have a prescribed expiration date. As of JulyÂ 28, 2024, approximately $11.7 billion of the $15.0Â billion share repurchase authorization remained available. During the first six months of fiscal 2024, we had cash payments of $649 million for repurchases of our common stock through open market purchases, prior to pausing share repurchases in March 2024 as discussed above. DEBTAt the beginning of 2024, we had a commercial paper program that allowed for borrowings up to $5.0Â billion. In connection with our program, we had back-up credit facilities with a consortium of banks for borrowings up to $5.0Â billion, which consisted of a five-year $3.5Â billion credit facility scheduled to expire in July 2027 and a 364-day $1.5Â billion credit facility scheduled to expire in July 2024. At JanuaryÂ 28, 2024, there were no outstanding borrowings under our commercial paper program or back-up credit facilities.In May 2024, we increased our commercial paper program from $5.0Â billion to $19.5Â billion in connection with the anticipated financing of the acquisition of SRS (see Note 10). In May 2024, in connection with the increase in the commercial paper program, we also entered into three additional back-up credit facilities that consisted of a 364-day $3.5Â billion credit facility scheduled to expire in May 2025, a three-year $1.0Â billion credit facility scheduled to expire in May 2027, and a 364-day $10.0Â billion credit facility scheduled to expire in May 2025. The $10.0Â billion credit facility also provided that the commitments and any borrowings under this facility would be reduced by the amount of net cash proceeds we received from any future debt issuance. In June 2024, leading up to the acquisition of SRS on June 18, 2024, we raised commercial paper borrowings of over $15.0Â billion to fund the transaction. On June 25, 2024, we received the proceeds from the issuance of $10.0Â billion of long-term debt, and immediately used the proceeds to repay approximately $10.0 billion of these commercial paper borrowings. On June 27, 2024, we terminated the $10.0Â billion back-up credit facility, and subsequently reduced our commercial paper program from $19.5Â billion to $9.5Â billion. In July 2024, we also completed the renewal of our 364-day $1.5Â billion credit facility, extending the maturity from July 2024 to July 2025. As of July 28, 2024, our commercial paper program allowed for borrowings up to $9.5Â billion and is supported by $9.5Â billion of back-up credit facilities. All of our short-term borrowings in the first six months of fiscal 2024 were under our commercial paper program, and the maximum amount outstanding at any time was $15.3 billion. At JulyÂ 28, 2024, we had outstanding borrowings under our commercial paper program of $2.5 billion with a weighted average interest rate of 5.4%, we had no outstanding borrowings under our back-up credit facilities, and we were in compliance with all of the covenants contained in our credit facilities, none of which are expected to impact our liquidity or capital resources. We also issue senior notes from time to time as part of our capital management strategy. As discussed above, in June 2024, we issued $10.0 billion of senior notes in connection with the funding of the acquisition of SRS. Separately, in February 2024, we repaid $1.1 billion of senior notes at maturity. Fiscal Q2 2024 Form 10-Q25Table of ContentsThe indentures governing our senior notes do not generally limit our ability to incur additional indebtedness or require us to maintain financial ratios or specified levels of net worth or liquidity. The indentures governing our notes contain various customary covenants; however, none are expected to impact our liquidity or capital resources. See Note 5 to our consolidated financial statements for further discussion of our debt arrangements.CASH FLOWS SUMMARYOperating Activities Cash flow generated from operations provides us with a significant source of liquidity. Our operating cash flows result primarily from cash received from our customers, offset by cash payments we make for products and services, associate compensation, operations, occupancy costs, and income taxes. Cash provided by or used in operating activities is also subject to changes in working capital. Working capital at any point in time is subject to many variables, including seasonality, inventory management and category expansion, the timing of cash receipts and payments, vendor payment terms, and fluctuations in foreign exchange rates.Net cash provided by operating activities decreased by $1.3 billion in the first six months of fiscal 2024 compared to the first six months of fiscal 2023, primarily driven by changes in working capital and a slight decrease in net earnings. Changes in working capital were primarily driven by normalized inventory levels during the first six months of fiscal 2024, compared to strategic reductions in inventory during fiscal 2023.Investing Activities Net cash used in investing activities increased by $17.2 billion in the first six months of fiscal 2024 compared to the first six months of fiscal 2023, primarily due to $17.6 billion of cash consideration paid to acquire SRS, net of cash acquired.Financing Activities Net cash provided by financing activities in the first six months of fiscal 2024 primarily reflected approximately $10.0 billion of net proceeds from long-term debt and $2.5 billion of proceeds from commercial paper borrowings, net of repayments, partially offset by $4.5 billion of cash dividends paid, $1.3 billion of repayments of long-term debt, and $649 million of share repurchases prior to pausing share repurchases in March 2024. Net cash used in financing activities in the first six months of fiscal 2023 primarily reflected $5.0 billion of share repurchases, $4.2 billion of cash dividends paid, and $1.1 billion of long-term debt repayments.The overall net increase in cash inflows from financing activities during the first six months of fiscal 2024 totaled $16.4 billion and was predominantly attributable to the financing of the SRS acquisition. Specifically, as discussed above, a combination of commercial paper borrowings and the $10.0 billion long-term debt issuance, along with increased cash on hand resulting from the pause of share repurchases, were utilized to fund the cash paid to acquire SRS. CRITICAL ACCOUNTING ESTIMATESDuring the first six months of fiscal 2024, there were no changes to our critical accounting estimates or our significant accounting policies as disclosed in the 2023 Form 10-K, except as set forth below. Our significant accounting policies are disclosed in NoteÂ 1 to our consolidated financial statements.Business Combinations We account for business combinations using the acquisition method of accounting, which requires that once control is obtained, all the assets acquired and liabilities assumed are recorded at their respective fair values at the date of acquisition. The determination of fair values of identifiable assets and liabilities requires estimates and the use of valuation techniques when fair value is not readily available and requires a significant amount of management judgment. For the valuation of intangible assets acquired in a business combination, we typically use an income approach. Specifically, for the SRS acquisition, we used the multi-period excess earnings method to value the customer relationships intangible assets. The significant assumptions used to estimate the fair value of customer relationships included forecasted revenues, customer attrition rates and the discount rate. Although the Company believes its estimates of fair value are reasonable, actual financial results could differ from those estimates due to the inherent uncertainty involved in making such estimates. Changes in assumptions concerning future financial results or other underlying assumptions could have a significant impact on the determination of the fair value of the customer relationships intangible assets acquired. Fiscal Q2 2024 Form 10-Q26Table of ContentsThe excess of the purchase price over fair values of identifiable assets acquired and liabilities assumed is recorded as goodwill. During the measurement period, which is up to one year from the acquisition date, we may record adjustments to the assets acquired and liabilities assumed with the corresponding offset to goodwill due to the use of preliminary information in our initial estimates. Upon the conclusion of the measurement period, any subsequent adjustments are recorded to earnings.ADDITIONAL INFORMATIONFor information on accounting pronouncements that have impacted or are expected to materially impact our consolidated financial condition, results of operations, or cash flows, see Note 1 to our consolidated financial statements.Item 3. Quantitative and Qualitative Disclosures about Market Risk.Our exposure to market risk results primarily from fluctuations in interest rates in connection with our long-term debt portfolio. We are also exposed to risks from foreign currency exchange rate fluctuations on the translation of our foreign operations into U.S. dollars and on the purchase of goods by these foreign operations that are not denominated in their local currencies. Additionally, we may experience inflation and deflation related to our purchase and sale of certain commodity products. During the first six months of 2024, there have been no material changes to our exposure to market risks from those disclosed in the 2023 Form 10-K, including the types of instruments we use to manage our exposure to such risks.Item 4. Controls and Procedures. Under the direction and with the participation of our Chief Executive Officer and Chief Financial Officer, we evaluated our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) and concluded that our disclosure controls and procedures were effective as of JulyÂ 28, 2024. We are in the process of an ongoing business transformation initiative, which includes upgrading and migrating certain accounting and finance systems. We plan to continue to migrate additional business processes over the course of the next few years and have modified and will continue to modify the design and implementation of certain internal control processes as the transformation continues.Except as described above, there were no other changes in our internal control over financial reporting during the fiscal quarter ended JulyÂ 28, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.PART II â€“ OTHER INFORMATIONItem 1. Legal Proceedings.Except as set forth below, there were no material changes during theÂ first six months of fiscalÂ 2024Â to our disclosure in Part I, Item 3. â€œLegal Proceedingsâ€ of ourÂ 2023Â Form 10-K.SEC regulations require us to disclose certain information about proceedings arising under federal, state or local environmental regulations if we reasonably believe that such proceedings may result in monetary sanctions above a stated threshold. Pursuant to SEC regulations, the Company uses a threshold of $1 million for purposes of determining whether disclosure of any such proceedings is required.In December 2023, the Home Depot received a notice of violation from the State of Washington Department of Ecology (the â€œDOEâ€) alleging sales to customers in Washington of a refrigerant that was generally prohibited from retail sale by the state in 2022. On June 26, 2024, the DOE issued Home Depot a notice of penalty assessing a civil penalty of approximately $1.6 million for the alleged violations. In the second quarter of fiscal 2024, we resolved the matter with the DOE and paid the civil penalty.Item 1A. Risk Factors. In addition to the other information set forth in this report, you should carefully consider the factors discussed under Part I, Item 1A. Risk Factors and elsewhere in the 2023 Form 10-K. These risks and uncertainties could materially and adversely affect our business, consolidated financial condition, results of operations, or cash flows. Our operations could also be affected by additional factors that are not presently known to us or by factors that we currently do not consider material to our business. There have been no material changes in the risk factors discussed in the 2023 Form 10-K.Fiscal Q2 2024 Form 10-Q27Table of ContentsItem 2. Unregistered Sales of Equity Securities and Use of Proceeds.ISSUER PURCHASES OF EQUITY SECURITIESThe following table presents the number and average price of shares purchased in each fiscal month of the second quarter of fiscal 2024:PeriodTotal Number of Shares Purchased(1)Average Price Paid Per Share(1)(3)Total Number of SharesÂ PurchasedÂ as Part of Publicly AnnouncedÂ Program(2)Dollar Value of SharesÂ thatÂ MayÂ Yet BeÂ PurchasedÂ Under the Program(2)(3)April 29, 2024 â€“ May 26, 20244,477Â $361.04Â â€“Â $11,657,503,041Â May 27, 2024 â€“ June 23, 20242,271Â 335.02Â â€“Â 11,657,503,041Â June 24, 2024 â€“ July 28, 20241,941Â 350.36Â â€“Â 11,657,503,041Â 8,689Â 351.86Â â€“Â â€“â€“â€“â€“â€“(1)These amounts include repurchases pursuant to our Omnibus Stock Incentive Plan, as Amended and Restated May 19, 2022, and our 1997 Omnibus Stock Incentive Plan (collectively, the â€œPlansâ€). Under the Plans, participants surrender shares as payment of applicable tax withholding on the vesting of restricted stock. Participants in the Plans may also exercise stock options by surrendering shares of common stock that the participants already own as payment of the exercise price. Shares so surrendered by participants in the Plans are repurchased pursuant to the terms of the Plans and applicable award agreement and not pursuant to publicly announced share repurchase programs.(2)On August 14, 2023, our Board of Directors approved a $15.0Â billion share repurchase authorization that replaced the previous authorization of $15.0 billion, which was approved on August 18, 2022. The August 2023 authorization does not have a prescribed expiration date. In March 2024, we paused share repurchases in anticipation of the acquisition of SRS. (3)Excludes excise taxes incurred on share repurchases.SALES OF UNREGISTERED SECURITIESDuring the second quarter of fiscal 2024, we issued 2,351 deferred stock units under The Home Depot, Inc. Nonemployee Directorsâ€™ Deferred Stock Compensation Plan pursuant to the exemption from registration provided by SectionÂ 4(a)(2) of the Securities Act and Rule 506 of the SECâ€™s Regulation D thereunder. The deferred stock units were credited during the second quarter of fiscal 2024 to the accounts of those non-employee directors who elected to receive all or a portion of board retainers in the form of deferred stock units instead of cash. The deferred stock units convert to shares of common stock on a one-for-one basis following a termination of service as described in this plan.During the second quarter of fiscal 2024, we credited 937 deferred stock units to participant accounts under the Restoration Plans pursuant to an exemption from the registration requirements of the Securities Act for involuntary, non-contributory plans. The deferred stock units convert to shares of

common stock on a one-for-one basis following a termination of service as described in these plans.Item 5. Other Information.Trading ArrangementsDuring the fiscal quarter ended JulyÂ 28, 2024, no director or officer of the Company adopted or terminated a â€œRule 10b5-1 trading arrangementâ€ or â€œnon-Rule 10b5-1 trading arrangement,â€ as each term is defined in Item 408(a) of the SECâ€™s Regulation S-K.Fiscal Q2 2024 Form 10-Q28Table of ContentsItem 6. Exhibits.Exhibits marked with an asterisk (*) are incorporated by reference to exhibits or appendices previously filed with the SEC, as indicated by the references in brackets. All other exhibits are filed or furnished herewith.ExhibitDescription2.1*â€¡Agreement and Plan of Merger, dated as of March 27, 2024 by and among The Home Depot, Inc., Star Acquisition Merger Sub Inc., Shingle Acquisition Holdings, Inc. and Shingle Acquisition, LP[Form 10-Q filed on May 21, 2024, Exhibit 2.1]3.1*Amended and Restated Certificate of Incorporation of The Home Depot, Inc.[Form 10-Q filed on September 1, 2011, Exhibit 3.1]3.2*By-Laws of The Home Depot, Inc. (As Amended and Restated Effective February 23, 2023)[Form 8-K filed on February 28, 2023, Exhibit 3.2]4.1*Indenture, dated as of May 4, 2005 between the Company and The Bank of New York Mellon Trust Company, N.A., as Trustee[Form S-3 filed on May 6, 2005, Exhibit 4.1]4.2*Form of Floating Rate Note due December 24, 2025[Form 8-K filed on June 25, 2024, Exhibit 4.2]4.3*Form of 5.100% Note due December 24, 2025[Form 8-K filed on June 25, 2024, Exhibit 4.3]4.4*Form of 5.150% Note due June 25, 2026[Form 8-K filed on June 25, 2024, Exhibit 4.4]4.5*Form of 4.875% Note due June 25, 2027[Form 8-K filed on June 25, 2024, Exhibit 4.5]4.6*Form of 4.750% Note due June 25, 2029[Form 8-K filed on June 25, 2024, Exhibit 4.6]4.7*Form of 4.850% Note due June 25, 2031[Form 8-K filed on June 25, 2024, Exhibit 4.7]4.8*Form of 4.950% Note due June 25, 2034[Form 8-K filed on June 25, 2024, Exhibit 4.8]4.9*Form of 5.300% Note due June 25, 2054[Form 8-K filed on June 25, 2024, Exhibit 4.9]4.10*Form of 5.400% Note due June 25, 2064[Form 8-K filed on June 25, 2024, Exhibit 4.10]10.1â€¡364-Day Revolving Credit Facility Agreement dated as of May 7, 2024 by and among The Home Depot, Inc., the banks party thereto and JPMorgan Chase Bank, N.A., as the Administrative Agent10.2â€¡Three-Year Revolving Credit Facility Agreement dated as of May 7, 2024 by and among The Home Depot, Inc., the banks party thereto and JPMorgan Chase Bank, N.A., as the Administrative Agent10.3â€¡364-Day Revolving Credit Facility Agreement dated as of May 7, 2024 by and among The Home Depot, Inc., the banks party thereto and JPMorgan Chase Bank, N.A., as the Administrative Agent15.1Acknowledgement of Independent Registered Public Accounting Firm31.1Certification of the Chair, President and Chief Executive Officer pursuant to Rule 13a-14(a)31.2Certification of the Executive Vice President and Chief Financial Officer pursuant to RuleÂ 13a-14(a)32.1Certification of the Chair, President and Chief Executive Officer furnished pursuant to SectionÂ 906 of the Sarbanes-Oxley Act of 200232.2Certification of the Executive Vice President and Chief Financial Officer furnished pursuant to SectionÂ 906 of the Sarbanes-Oxley Act of 2002101.INSXBRL Instance Document - the instance document does not appear in the Interactive Data file because its XBRL tags are embedded within the Inline XBRL document101.SCHInline XBRL Taxonomy Extension Schema Document101.CALInline XBRL Taxonomy Extension Calculation Linkbase Document101.DEFInline XBRL Taxonomy Extension Definition Linkbase Document101.LABInline XBRL Taxonomy Extension Label Linkbase Document101.PREInline XBRL Taxonomy Extension Presentation Linkbase Document104Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)â€”â€”â€”â€”â€¡Â Â Â Â Certain schedules and other similar attachments to this exhibit have been omitted from this filing pursuant to Item 601(a)(5) of Regulation S-K. The registrant will provide a copy of such omitted documents to the SEC upon request.Fiscal Q2 2024 Form 10-Q29Table of ContentsSIGNATURESPursuant 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.THE HOME DEPOT, INC.(Registrant)By:/s/ EDWARD P. DECKEREdward P. Decker, Chair, President and Chief Executive Officer (Principal Executive Officer) /s/ RICHARD V. MCPHAILRichard V. McPhail, Executive Vice President and Chief Financial Officer (Principal Financial Officer)/s/ KIMBERLY R. SCARDINOKimberly R. Scardino, Senior Vice President â€“ Finance, Chief Accounting Officer and Controller (Principal Accounting Officer)Date:August 19, 2024Fiscal Q2 2024 Form 10-Q30 EX-10.1 2 hd364-daycreditagreementxe.htm EX-10.1 DocumentExhibit 10.1EXECUTION VERSION364-DAY REVOLVING CREDIT FACILITY AGREEMENTdated as ofMay 7, 2024,by and amongTHE HOME DEPOT, INC.,The BANKS Party HeretoandJPMORGAN CHASE BANK, N.A.,as Administrative Agent_____JPMORGAN CHASE BANK, N.A. andBOFA SECURITIES, INC.,as Joint Lead Arrangers and Joint BookrunnersBANK OF AMERICA, N.A.,as Syndication AgentTABLE OF CONTENTSARTICLE IDEFINITIONSPageSECTION 1.01. DefinitionsÂ Â Â Â 1SECTION 1.02. Accounting Terms and DeterminationsÂ Â Â Â 21SECTION 1.03. ReferencesÂ Â Â Â 22SECTION 1.04. Use of Defined TermsÂ Â Â Â 23SECTION 1.05. TerminologyÂ Â Â Â 23SECTION 1.06. Interest Rates; Benchmark NotificationÂ Â Â Â 23SECTION 1.07. DivisionsÂ Â Â Â 23ARTICLE IITHE CREDITSSECTION 2.01. Commitments to LendÂ Â Â Â 24SECTION 2.02. 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For all purposes of this Agreement, the following terms shall have the following meanings:â€œAcquired Companyâ€ means Shingle Acquisition Holdings, Inc., a Delaware corporation.â€œAdjusted Daily Simple SOFRâ€ means a rate of interest per annum equal to (a)Â the Daily Simple SOFR plus (b)Â 0.10%; provided that if the Adjusted Daily Simple SOFR as so determined would be less than zero, such rate shall be deemed to be zero.â€œAdjusted Term SOFRâ€ means, for any Interest Period, an interest rate per annum equal to (a)Â the Term SOFR for such Interest Period plus (b)Â 0.10%; provided that if the Adjusted Term SOFR as so determined would be less than zero, such rate shall be deemed to be zero.â€œAdministrative Agentâ€ means JPMorgan, in its capacity as administrative agent for the Banks hereunder, and its successors in such capacity.â€œAdministrative Questionnaireâ€ means an Administrative Questionnaire in a form supplied by the Administrative Agent.â€œAffected Financial Institutionâ€ means (a)Â any EEA Financial Institution or (b)Â any UK Financial Institution.â€œAffiliateâ€ means, with respect to any Person, (i)Â any other Person that directly, or indirectly through one or more intermediaries, controls such Person (a â€œControlling Personâ€), (ii)Â any other Person which is controlled by or is under common control with a Controlling Person, or (iii)Â any Person of which such Person owns, directly or indirectly, 20% or more of the common stock or equivalent equity interests. As used herein, the term â€œcontrolâ€ means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.â€œAgreementâ€ means this 364-Day Revolving Credit Facility Agreement, together with all amendments and supplements from time to time hereto.1â€œAnti-Corruption Lawsâ€ means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or the Subsidiaries from time to time concerning or relating to bribery, money laundering or corruption.â€œApplicable Marginâ€ means, for any day, with respect to (a)Â any Base Rate Loan, any Term SOFR Loan or, in the event such Type of Loans shall be outstanding as contemplated by SectionÂ 8.01, Section 8.02 or Section 8.03, any Daily Simple SOFR Loan or (b)Â the Facility Fees payable hereunder, as the case may be, the applicable rate per annum set forth in the table below under the caption â€œBase Rate Spreadâ€, â€œSOFR Spreadâ€ or â€œFacility Fee Rateâ€, as the case may be, based upon the Ratings as of such date as set forth in the applicable pricing grid below:(a) For so long as commitments or loans remain in effect or outstanding under the Capital Markets Facility, the below pricing grid shall apply:CategoryRatings(Moodyâ€™s/S&P/Fitch)Facility Fee RateBase Rate SpreadSOFR SpreadCategory 1A1/A+/A+ or higher0.040%0.000%0.710%Category 2A2/A/A0.040%0.000%0.835%Category 3A3/A-/A- or lower0.060%0.000%0.940%Â Â Â Â (b) At all other times, the below pricing grid shall apply:CategoryRatings(Moodyâ€™s/S&P/Fitch)Facility Fee RateBase Rate SpreadSOFR SpreadCategory 1Aa3/AA-/AA- or higher0.040%0.000%0.460%Category 2A1/A+/A+0.040%0.000%0.585%Category 3A2/A/A0.040%0.000%0.710%Category 4A3/A-/A-0.040%0.000%0.835%Category 5Baa1/BBB+/BBB+ or lower0.040%0.000%0.960%For purposes of the foregoing, (a)Â in the event that Ratings are provided by each of Moodyâ€™s, S&P and Fitch, and such Ratings shall fall within different Categories, (i)Â if any two Ratings are in the same Category, that Category shall apply and (ii)Â if no two Ratings are in the same Category, the applicable Category shall be in the Category corresponding to the middle Rating; (b)Â in the event that Ratings are provided only by any two of Moodyâ€™s, S&P and Fitch, (i)Â if such Ratings shall fall in the same Category, that Category shall apply and (ii)Â if such 2Ratings shall fall within different Categories, the applicable Category shall be the Category in which the higher of the Ratings shall fall unless the Ratings differ by two or more Categories, in which case the applicable Category shall be the Category one level below that corresponding to the higher Rating; (c)Â in the event that a Rating is provided only by one of Moodyâ€™s, S&P and Fitch, the applicable Category shall be the Category corresponding to such Rating; and (d)Â if at any time there shall be no Rating from any of Moodyâ€™s, S&P and Fitch, the applicable Category shall be (i) if the first pricing grid above is in effect, Category 3 and (ii) if the second pricing grid above is in effect, Category 5. If the Ratings established or deemed to have been established by Moodyâ€™s, S&P and Fitch shall be changed (other than as a result of a change in the rating system of Moodyâ€™s, S&P or Fitch), such change shall be effective as of the third Business Day after the date on which it is first announced by the applicable rating agency. Each change in the Applicable Margin shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change. If the rating system of Moodyâ€™s, S&P or Fitch shall change, or if either such rating agency shall cease to be in the business of rating corporate debt obligations, the Borrower and the Banks shall negotiate in good faith to amend this definition to reflect such changed rating system or the unavailability of ratings from such rating agency and, pending the effectiveness of any such amendment, the Applicable Margin shall be determined by reference to the Rating most recently in effect prior to such change or cessation.â€œArrangersâ€ means JPMorgan and BofA Securities, Inc., in their capacities as joint lead arrangers and joint bookrunners for the credit facility established hereunder. â€œAssigneeâ€ has the meaning set forth in Section 9.07(c).â€œAssignment and Assumptionâ€ means an Assignment and Assumption executed in accordance with Section 9.07(c) substantially in the form attached hereto as Exhibit B.â€œAvailable Tenorâ€ means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of â€œInterest Periodâ€ pursuant to Section 8.01(b)(iv).â€œBail-In Actionâ€ means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.3â€œBail-In Legislationâ€ means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their Affiliates (other than through liquidation, administration or other insolvency proceedings).â€œBankâ€ means each financial institution listed on Schedule 2.01 hereto and each other financial institution which may hereafter become a Bank by executing and delivering an Assignment and Assumption pursuant to Section 9.07, other than any such Person that shall have ceased to be a party hereto pursuant to an Assignment and Assumption.â€œBank Partiesâ€ has the meaning set forth in SectionÂ 9.17.â€œBase Rateâ€ means, for any day, a rate per annum equal to the greatest of (a)Â the Prime Rate in effect on such day, (b)Â the NYFRB Rate in effect on such day plus Â½ of 1% and (c)Â the Adjusted Term SOFR for a one month Interest Period as published two U.S. Government Securities Business Days prior to such day (or if such day is not a U.S. Government Securities Business Day, the immediately preceding U.S. Government Securities Business Day) plus 1% per annum. For purposes of clauseÂ (c) above, the Adjusted Term SOFR for any day shall be based on the Term SOFR Reference Rate at approximately 5:00 a.m. (Chicago time) on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology); provided that if such rate shall be less than zero, such rate shall be deemed to be zero for all purposes of this Agreement. Any change in the Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR, respectively. If the Base Rate is being used as an alternate rate of interest pursuant to SectionÂ 8.01 (for the avoidance of doubt, only until any amendment has become effective pursuant to SectionÂ 8.01(b)), then the Base Rate shall be the greater of clausesÂ (a) and (b) above and shall be determined without reference to clause (c) above; provided that the Base Rate shall not be less than 1% per annum.â€œBase Rate Borrowingâ€ means any Borrowing comprised of Base Rate Loans.â€œBase Rate Loanâ€ means a Loan that bears interest at a rate determined by reference to the Base Rate.â€œBenchmarkâ€ means, initially, the Term SOFR; provided that if a Benchmark Transition Event and the related Benchmark Replacement Date have occurred with respect to the Term SOFR, or the then-current Benchmark, then â€œBenchmarkâ€ means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 8.01(b)(i).4â€œBenchmark Replacementâ€ means, for any Available Tenor, the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body and/or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for Dollar-denominated syndicated credit

facilities at such time in the United States and (b) the related Benchmark Replacement Adjustment.If the Benchmark Replacement would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.â€œBenchmark Replacement Adjustmentâ€ means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for dollar-denominated syndicated credit facilities at such time.â€œBenchmark Replacement Conforming Changesâ€ means, with respect to any Benchmark Replacement and/or any Term SOFR Loan, any technical, administrative or operational changes (including changes to the definition of â€œBase Rateâ€, the definition of â€œBusiness Dayâ€, the definition of â€œU.S. Government Securities Business Dayâ€, the definition of â€œInterest Periodâ€, timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides, in consultation with the Borrower, may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines, in consultation with the Borrower, that no market practice for the administration of such Benchmark exists, in such other manner of administration as the Administrative Agent decides, in consultation with the Borrower, is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).5â€œBenchmark Replacement Dateâ€ means, with respect to any Benchmark, the earlier to occur of the following events with respect to such then-current Benchmark:(1)Â Â Â Â in the case of clause (1) or (2) of the definition of â€œBenchmark Transition Eventâ€, the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or(2)Â Â Â Â in the case of clause (3) of the definition of â€œBenchmark Transition Eventâ€, the first date on which such Benchmark (or the published component used in the calculation thereof) has been or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if such Benchmark (or component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the â€œBenchmark Replacement Dateâ€ will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).â€œBenchmark Transition Eventâ€ means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof);(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, the CME Term SOFR Administrator, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the 6administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof); or(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.For the avoidance of doubt, a â€œBenchmark Transition Eventâ€ will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).â€œBenchmark Unavailability Periodâ€ means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any other Loan Document in accordance with Section 8.01(b) and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any other Loan Document in accordance with Section 8.01(b).â€œBenefit Planâ€ means any of (a)Â an â€œemployee benefit planâ€ (as defined in ERISA) that is subject to Title I of ERISA, (b)Â a â€œplanâ€ as defined in and subject to SectionÂ 4975 of the Code, or (c)Â any Person whose assets include (for purposes of ERISA SectionÂ 3(42) or otherwise for purposes of TitleÂ I of ERISA or SectionÂ 4975 of the Code) the assets of any such â€œemployee benefit planâ€ or â€œplanâ€.â€œBorrowerâ€ means The Home Depot, Inc., a Delaware corporation, and its successors.â€œBorrowingâ€ means a borrowing hereunder consisting of Loans made to the Borrower at the same time by the Banks pursuant to Article II.â€œBusiness Dayâ€ means, any day (other than a Saturday or a Sunday) on which banks are open for business in New York City; provided that, when used in relation to Daily Simple SOFR Loans or Term SOFR Loans and any interest rate settings, fundings, disbursements, settlements or payments of any such Loans, or any other dealings in respect of any such Loans, such day shall be a U.S. Government Securities Business Day.7â€œCapital Markets Facilityâ€ means a senior unsecured revolving credit facility in an aggregate principal amount of $10,000,000,000, established by the Borrower pursuant to the Revolving Credit Facility Agreement dated as of the Closing Date, by and among the Borrower, the banks party thereto and JPMorgan, as administrative agent.â€œChange in Controlâ€ means (i) any Person or two or more Persons acting in concert shall have acquired beneficial ownership (within the meaning of Rule 13d-3 of the Securities and Exchange Commission under the Securities Exchange Act of 1934) of 50.0% or more of the outstanding shares of the voting stock of the Borrower; or (ii) during any period of two consecutive years a majority of the Board of Directors of the Borrower shall not consist of individuals who were either (A) nominated to become directors by the Board of Directors of the Borrower or (B) appointed or approved as directors by directors so nominated.â€œChange of Lawâ€ has the meaning set forth in Section 8.02.â€œClaimâ€ has the meaning set forth in Section 9.04(a).â€œClosing Dateâ€ means May 7,Â 2024.â€œCME Term SOFR Administratorâ€ means CME Group Benchmark Administration Limited as administrator of the forward-looking term Secured Overnight Financing Rate (SOFR) (or a successor administrator).â€œCodeâ€ means the Internal Revenue Code of 1986, as amended, or any successor U.S. federal tax code.â€œCommitmentâ€ means, with respect to each Bank, the commitment of such Bank to make Loans pursuant to SectionÂ 2.01. The initial amount in Dollars of the Commitment of each Bank that is party hereto on the date hereof is set forth on Schedule 2.01 hereto, and the initial amount of the Commitment of each Bank that becomes a party hereto pursuant to Section 9.07 is set forth in the applicable Assignment and Assumption, and, in each case, such amount may be (a) decreased from time to time pursuant to Section 2.08, 2.09, 8.06 or 9.06(c) or (b) increased or decreased from time to time pursuant to assignments to or by such Bank effected in accordance with Section 9.07. The aggregate amount of Commitments on the date hereof is $3,500,000,000.â€œCommitment Termination Dateâ€ means May 6, 2025.â€œCommunicationsâ€ means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of the Borrower or the Administrative Agent pursuant to any Loan Document or the transactions contemplated therein that is distributed by or to the Administrative Agent or any Bank by means of electronic communications pursuant to SectionÂ 9.01, including through the Platform.8â€œCompliance Certificateâ€ has the meaning set forth in Section 5.01(c).â€œConsolidated Net Tangible Assetsâ€ means, at any date, (a) total assets of the Borrower and its Subsidiaries (minus applicable reserves) determined on a consolidated basis in accordance with GAAP minus (b) the sum of (i) current liabilities of the Borrower and its Subsidiaries, except for current maturities of long-term Debt and obligations under capital leases, and (ii) goodwill and other intangible assets of the Borrower and its Subsidiaries, in each case determined on a consolidated basis in accordance with GAAP, all as reflected in the consolidated financial statements of the Borrower most recently delivered to the Administrative Agent pursuant to Section 5.01(a) or 5.01(b) (or, prior to the first delivery of such financial statements, the consolidated financial statements of the Borrower referred to in Section 4.04(a)).â€œConsolidated Subsidiaryâ€ means at any date any Subsidiary or other entity the accounts of which, in accordance with GAAP, would be consolidated with those of the Borrower in its consolidated financial statements as of such date.â€œControlled Groupâ€ means all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control which, together with the Borrower, are treated as a single employer under Section 414 of the Code.â€œCorresponding Tenorâ€ with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.â€œDaily Simple SOFRâ€ means, for any day (a â€œSOFR Rate Dayâ€), a rate per annum equal to SOFR for the day (such day, â€œSOFR Determination Dateâ€) that is five U.S. Government Securities Business Days prior to (a)Â if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day, or (b)Â if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administratorâ€™s Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower. If by 5:00 p.m. (New York City time) on the second U.S. Government Securities Business Day immediately following any SOFR Determination Date, SOFR in respect of such SOFR Determination Date has not been published on the SOFR Administratorâ€™s Website and a Benchmark Replacement Date with respect to the Daily Simple SOFR has not occurred, then SOFR for such SOFR Determination Date will be SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which such SOFR was published on the SOFR Administratorâ€™s Website.9â€œDaily Simple SOFR Borrowingâ€ means any Borrowing comprised of Daily Simple SOFR Loans.â€œDaily Simple SOFR Loanâ€ means a Loan that bears interest at a rate determined by reference to the Daily Simple SOFR. It is understood and agreed that Daily Simple SOFR Loans shall only be available as provided in Section 8.01, Section 8.02 and Section 8.03.â€œDebtâ€ of any Person means at any date, without duplication, (i) all obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (iv) the capitalized lease obligations of such Person as lessee under capital leases, (v) all obligations of such Person to reimburse any bank or other Person in respect of amounts payable under a bankerâ€™s acceptance, (vi) all Redeemable Preferred Stock of such Person (in the event such Person is a corporation), (vii) all obligations of such Person to reimburse any bank or other Person in respect of amounts that have actually been paid under a letter of credit or similar instrument, (viii) all Debt of others secured by a Lien on any asset of such Person, whether or not such Debt is assumed by such Person (provided, that, for purposes of this clause (viii), non-recourse Debt in excess of the value of the asset securing such Debt shall not be counted), and (ix) all Debt of others Guaranteed by such Person.â€œDebtor Relief Lawsâ€ means the Bankruptcy Code of the United States of America and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.â€œDefaultâ€ means any condition or event that constitutes an Event of Default or that with the giving of notice or lapse of time or both would, unless cured or waived, become an Event of Default.â€œDefault Rateâ€ means (a)Â with respect to any Loan, on any day, the sum of 2% per annum plus the interest rate (including the Applicable Margin) applicable to such Loan hereunder and (b)Â with respect to interest and fees, on any day, the sum of 2% per annum plus the interest rate (including the Applicable Margin) applicable to Base Rate Loans pursuant to SectionÂ 2.06(a).â€œDefaulting Bankâ€ means, subject to Section 2.15(b), any Bank that (a) has failed to (i)Â fund all or any portion of its Loans within two Business Days of the date such Loans were required to be funded hereunder unless such Bank notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Bankâ€™s determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied (which determination of such Bank shall not be dispositive as to whether such failure has in fact occurred) or (ii) pay to the Administrative Agent or any other Bank any other amount required to be paid by it hereunder within two Business Days of the date when due, (b) has notified the Borrower or the Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing 10or public statement relates to such Bankâ€™s obligation to fund a Loan hereunder and states that such position is based on such Bankâ€™s determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Bank shall cease to be a Defaulting Bank pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower) or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law or a Bail-In Action, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity; provided that a Bank shall not be a Defaulting Bank solely by virtue of the ownership or acquisition of any equity interest in such Bank or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Bank with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Bank (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Bank. Any determination by the Administrative Agent that a Bank is a Defaulting Bank under any one or more of clausesÂ (a) through (d) above shall be conclusive and binding absent manifest error, and such Bank shall be deemed to be a Defaulting Bank (subject to Section 2.15(b)) upon delivery of written notice of such determination to such Bank, the Borrower and each other Bank.â€œDollarsâ€ or â€œ$â€ means dollars in lawful currency of the United States of America.â€œEEA Financial Institutionâ€ means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b)Â any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any institution established in an EEA Member Country which is a subsidiary of an institution described in clause (a) or (b) of this definition and is subject to consolidated supervision with its parent.â€œEEA Member Countryâ€ means any member state of the European Union, Iceland, Liechtenstein and Norway.â€œEEA Resolution Authorityâ€ means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.11â€œElectronic Signatureâ€ means an electronic sound, symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.â€œERISAâ€ means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.â€œEU Bail-In Legislation Scheduleâ€ means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.â€œEvents of Defaultâ€ has the meaning set forth in Section 6.01.â€œExcessâ€ has the meaning set forth in Section 9.12.â€œExcluded Taxesâ€ means any of the following Taxes imposed on or with respect to a Recipient or required to be

withheld or deducted from a payment to a Recipient: (a)Â Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i)Â imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Bank, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii)Â that are Other Connection Taxes, (b)Â U.S.Â federal withholding Taxes imposed on amounts payable to or for the account of a Recipient with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which such Recipient becomes a party hereto (other than pursuant to an assignment request by the Borrower under Section 8.06 or 9.06(c)) or changes its lending office, except in each case to the extent that amounts with respect to such Taxes were payable either to such Recipientâ€™s assignor immediately before such Recipient became a party hereto or changed its lending office, (c)Â Taxes attributable to such Recipientâ€™s failure to comply with SectionÂ 2.12(e) and (d)Â any withholding Taxes imposed under FATCA.â€œFacility Feeâ€ has the meaning set forth in Section 2.07(a).â€œFacility Fee Rateâ€ has the meaning set forth in â€œApplicable Marginâ€.â€œFATCAâ€ means SectionsÂ 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b)(1) of the Code (or any amended or successor version described above) and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.â€œFederal Funds Effective Rateâ€ means, for any day, the rate calculated by the NYFRB based on such dayâ€™s federal funds transactions by depository institutions, as determined in such manner as shall be set forth on the NYFRBâ€™s Website from time to time and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate; provided that if such rate shall be less than zero, such rate shall be deemed to be zero for all purposes of this Agreement.12â€œFederal Reserve Boardâ€ means the Board of Governors of the Federal Reserve System of the UnitedÂ States of America.â€œFiscal Quarterâ€ means any fiscal quarter of the Borrower.â€œFiscal Yearâ€ means any fiscal year of the Borrower.â€œFitchâ€ means Fitch Ratings Inc., and any successor to its rating agency business.â€œFloorâ€ means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Adjusted Term SOFR or the Adjusted Daily Simple SOFR, as applicable. For the avoidance of doubt, the initial Floor for each of the Adjusted Term SOFR or the Adjusted Daily Simple SOFR is zero.â€œForeign Bankâ€ means a Bank that is not a â€œUnited States personâ€ within the meaning of Section 7701(a)(30) of the Code.â€œGAAPâ€ means generally accepted accounting principles in the United States of America in effect, from time to time, applied on a basis consistent with those which, in accordance with Section 1.02, are to be used in making the calculations for purposes of determining compliance with the terms of this Agreement.â€œGovernmental Authorityâ€ means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including, without limitation, the Bank for International Settlements and the Basel Committee on Banking Supervision or any successor or similar authority to either of the foregoing).â€œGuaranteeâ€ by any Person means any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Debt or other obligation of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (i) to secure, purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation of such other Person (whether arising by virtue of partnership arrangements, by agreement to keep-well, to purchase assets, goods, securities or services, to provide collateral security, to take-or-pay, or to maintain financial statement conditions or otherwise) or (ii) to the extent that such an arrangement would be considered to be a guaranty under GAAP, entered into for the purpose of assuring in any other manner the obligee of such Debt or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part), provided that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business. The term â€œGuaranteeâ€ used as a verb has a corresponding meaning. For purposes hereof, the amount of any Guarantee shall be deemed to be equal to the lesser of (i) any stated amount of the guarantee or (ii) the outstanding amount of the obligation directly or indirectly guaranteed.13â€œIndemnified Taxesâ€ means (a)Â Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower under any Loan Document and (b)Â to the extent not otherwise described in clauseÂ (a), Other Taxes.â€œIndemniteeâ€ has the meaning set forth in Section 9.04(a).â€œInterestâ€ has the meaning set forth in Section 9.12(a).â€œInterest Periodâ€ means, with respect to each Term SOFR Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the first, third or sixth month thereafter, as the Borrower may elect in the applicable Notice of Borrowing; provided that:(a)Â Â Â Â any Interest Period (subject to clause (c) below) which would otherwise end on a day which is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;(b)Â Â Â Â any Interest Period which begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the appropriate subsequent calendar month) shall, subject to clauseÂ (c) below, end on the last Business Day of the appropriate subsequent calendar month; and(c)Â Â Â Â no Interest Period may be selected which begins before the Maturity Date and would otherwise end after the Maturity Date.â€œJPMorganâ€ means JPMorgan Chase Bank, N.A., a national banking association, and its successors.â€œLending Officeâ€ means, as to each Bank, its office set forth in its Administrative Questionnaire delivered by it to the Administrative Agent or such other office as such Bank may hereafter designate as its Lending Office by notice to the Borrower and the Administrative Agent.â€œLienâ€ means, with respect to any asset, any mortgage, deed to secure debt, deed of trust, lien, pledge, charge, security interest, security title, preferential arrangement which has the practical effect of constituting a security interest or encumbrance, or encumbrance or servitude of any kind in respect of such asset to secure or assure payment of a Debt or a Guarantee, whether by consensual agreement or by operation of statute or other law, or by any agreement, contingent or otherwise, to provide any of the foregoing. For the purposes of this Agreement, the Borrower or any Subsidiary shall be deemed to own subject to a Lien any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such asset; exclusive, however, of (i) any liens for taxes or governmental charges either not yet delinquent or which are being contested in good faith by appropriate proceedings, (ii) liens not securing Debt which are created by or relating to any legal proceeding which at the time are being contested in good faith by appropriate 14proceedings or (iii)Â any other statutory or inchoate lien securing amounts other than Debt which are not delinquent.â€œLoanâ€ means any loan made by any Bank to the Borrower pursuant to this Agreement.â€œLoan Documentsâ€ means this Agreement and each other document to which the Borrower and the Administrative Agent are a party that by its terms provides that it is a â€œLoan Documentâ€ for purposes hereof and, other than for the purposes of Section 9.06, the Notes, in each case, as such documents and instruments may be amended or supplemented from time to time.â€œMargin Stockâ€ means â€œmargin stockâ€ as defined in Regulation U.â€œMaterial Adverse Effectâ€ means, with respect to any event, act, condition or occurrence of whatever nature (including any adverse determination in any litigation, arbitration, or governmental investigation or proceeding), whether singly or in conjunction with any other event or events, act or acts, condition or conditions, occurrence or occurrences, whether or not related, a material adverse change in, or a material adverse effect upon, any of (a)Â the financial condition, operations, business, or properties of the Borrower and its Consolidated Subsidiaries taken as a whole, (b)Â the rights and remedies of the Administrative Agent or the Banks under the Loan Documents, or the ability of the Borrower to perform its obligations under the Loan Documents to which it is a party, as applicable, or (c)Â the legality, validity or enforceability of any Loan Document, which, in the case of clausesÂ (b) and (c), would reasonably be expected to result in either the Administrative Agent or any Bank not obtaining the practical realization of the significant benefits purported to be provided thereby; provided, however, that in no event shall either the Borrowerâ€™s lack of access to the commercial paper market or the consequences thereof, in and of itself, be deemed to constitute a Material Adverse Effect.â€œMaturity Dateâ€ means the Commitment Termination Date; provided that if the Maturity Date shall have been extended pursuant to SectionÂ 2.16, the Maturity Date shall be May 6, 2026.â€œMaximum Rateâ€ has the meaning set forth in Section 9.12.â€œMoodyâ€™sâ€ means Moodyâ€™s Investors Service, Inc., and any successor to its rating agency business.â€œNon-Consenting Bankâ€ has the meaning set forth in Section 9.06(c).15â€œNon-Defaulting Bankâ€ means, at any time, each Bank that is not a Defaulting Bank at such time.â€œNotesâ€ means the promissory notes of the Borrower, substantially in the form of Exhibit A, evidencing the obligation of the Borrower to repay Loans, together with all amendments, modifications and supplements thereto.â€œNotice of Borrowingâ€ has the meaning set forth in Section 2.02(a).â€œNYFRBâ€ means the Federal Reserve Bank of New York.â€œNYFRB Rateâ€ means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or, for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term â€œNYFRB Rateâ€ shall mean the rate for a federal funds transaction quoted at 11:00 a.m. (New York City time) on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.â€œNYFRBâ€™s Websiteâ€ means the website of the NYFRB at http://www.newyorkfed.org, or any successor source.â€œOther Connection Taxesâ€ means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Taxes (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).â€œOther Taxesâ€ means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 8.06 or 9.06(c)).â€œOvernight Bank Funding Rateâ€ means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on the NYFRBâ€™s Website from time to time, and published on the next succeeding Business Day as an overnight bank funding rate.â€œParticipantâ€ has the meaning set forth in Section 9.07(b).16â€œParticipant Registerâ€ has the meaning set forth in Section 9.07(b).â€œPaymentâ€ has the meaning set forth in SectionÂ 7.11(a).â€œPayment Noticeâ€ has the meaning set forth in SectionÂ 7.11(a).â€œPBGCâ€ means the Pension Benefit Guaranty Corporation or any entity succeeding to any or all of its functions under ERISA and any successor entity performing similar functions.â€œPersonâ€ means an individual, a corporation, a partnership, an unincorporated association, a trust or any other entity or organization, including, but not limited to, a Governmental Authority.â€œPlanâ€ means at any time an employee pension benefit plan which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code and is either (i) maintained by the Borrower or a member of the Controlled Group for employees of the Borrower or any member of the Controlled Group or (ii) maintained pursuant to a collective bargaining agreement or any other arrangement under which more than one employer makes contributions and to which the Borrower or a member of the Controlled Group is then making or accruing an obligation to make contributions or has within the preceding 5 plan years made contributions. â€œPlatformâ€ has the meaning set forth in Section 9.01(b).â€œPrime Rateâ€ means the rate of interest last quoted by The Wall Street Journal as the â€œPrime Rateâ€ in the United States or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the â€œbank prime loanâ€ rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.â€œPTEâ€ means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.â€œRatingsâ€ means, on any day, the ratings by S&P, Moodyâ€™s and Fitch applicable on such day to the senior, unsecured, long-term indebtedness for borrowed money of the Borrower that is not guaranteed by any other Person or subject to any other credit enhancement.â€œRecipientâ€ means the Administrative Agent and any Bank.â€œRedeemable Preferred Stockâ€ of any Person means any preferred stock issued by such Person (i) required (by the terms of the governing instruments or at the option of the holder) to be mandatorily redeemed for cash at any time prior to the Maturity Date (by sinking fund or similar payments or otherwise) or (ii) redeemable at the option of the holder thereof at any time prior to the Maturity Date.17â€œReference Timeâ€ with respect to any setting of the then-current Benchmark means (a)Â if such Benchmark is the Term SOFR, 5:00 a.m. (Chicago time) on the day that is two U.S. Government Securities Business Days preceding the date of such setting or (b) if such Benchmark is not the Term SOFR, the time determined by the Administrative Agent in its reasonable discretion. â€œRefunding Loanâ€ means a new Loan made on the day on which an outstanding Loan is maturing, or the conversion of a Borrowing of one Type to a Borrowing of another Type, if and to the extent that the proceeds thereof are used for the purpose of paying such maturing Loan or Loan being converted, excluding any difference between the amount of such maturing Loan or Loan being converted and any greater amount being borrowed on such day and actually either being made available to the Borrower pursuant to Section 2.02(c) or remitted to the Administrative Agent as provided in Section 2.12, in each case as contemplated in Section 2.02(d).â€œRegisterâ€ has the meaning set forth in Section 9.07(e.)â€œRegulation Uâ€ means Regulation U of the Board of Governors of the Federal Reserve System, as in effect from time to time, together with all official rulings and interpretations issued thereunder.â€œRelated Partiesâ€ means, with respect to any specified Person, such Personâ€™s Affiliates and the respective directors, officers, employees, partners, members, agents and advisors of such Person and such Personâ€™s Affiliates.â€œRelevant Governmental Bodyâ€ means, the Federal Reserve Board and/or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NYFRB or, in each case, any successor thereto.â€œRelevant Rateâ€ means (a) with respect to any Term SOFR Borrowing, Adjusted Term SOFR or (b) with respect to any Daily Simple SOFR Borrowing, Adjusted Daily Simple SOFR.â€œRequired Banksâ€ means, at any time, Banks having aggregate Commitments equal in amount to more than 50% of the Total Revolving Credit Commitment or, if the Commitments are no longer in effect, Banks holding more than 50% of the aggregate outstanding principal amount of all the Loans. The Commitments and Loans of any Defaulting Bank shall be disregarded in determining the Required Banks at any time.â€œResolution Authorityâ€ means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.18â€œS&Pâ€ means Standard & Poorâ€™s Rating Services, a Standard & Poorâ€™s Financial Services LLC business, and any successor to its rating agency business.â€œSanctioned Countryâ€ means, at any time, a country or territory which is itself the subject or target of any applicable full-scope Sanctions (which, as of the Closing Date, includes the Crimea region of Ukraine, the so-called Donetsk Peopleâ€™s Republic, the so-called Luhansk Peopleâ€™s Republic, Cuba, Iran, the Kherson and Zaporizhzhia regions of Ukraine, North Korea and Syria).â€œSanctioned Personâ€ means, at any time, (a) any Person listed in any applicable Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State or by the United Nations Security Council, the European Union or His Majestyâ€™s Treasury of the United Kingdom, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person 50% or more owned by any such Person or Persons referred to in clause (a) or (b) above. â€œSanctionsâ€ means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union or His Majestyâ€™s Treasury of the United Kingdom.â€œSignificant Subsidiaryâ€ means any Subsidiary that would be a â€œsignificant subsidiaryâ€ of the Borrower within the meaning of RuleÂ 1-02(w) of Regulation S-X under the Securities Act of 1933, as amended. â€œSOFRâ€ means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.â€œSOFR Administratorâ€ means the NYFRB (or a successor administrator of the secured overnight financing rate).â€œSOFR Administratorâ€™s Websiteâ€ means the NYFRBâ€™s Website or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time. â€œSpecified Acquisitionâ€ means the merger of a wholly owned Subsidiary of the Borrower with and into the Acquired Company, pursuant to which the Acquired Company shall become a wholly owned Subsidiary of the Borrower, in accordance with the terms of the Specified Acquisition Agreement. â€œSpecified Acquisition Agreementâ€ means that certain Agreement and Plan of Merger dated as of March 27, 2024, by and among the Borrower, the Acquired Company, Star Acquisition Merger Sub Inc., a Delaware corporation, and Shingle Acquisition, LP, a Delaware limited partnership.19â€œSubsidiaryâ€ means any corporation or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned by the Borrower.â€œTaxesâ€ means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), value added taxes or any other goods and services, use or sales taxes, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions

to tax or penalties applicable thereto.â€œTerm Out Feeâ€ has the meaning set forth in Section 2.07(b).â€œTerm SOFRâ€ means, with respect to any Term SOFR Borrowing and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m. (Chicago time) two U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator. â€œTerm SOFR Borrowingâ€ means a Borrowing comprised of Term SOFR Loans.â€œTerm SOFR Loanâ€ means a Loan that bears interest at a rate determined by reference to the Adjusted Term SOFR (other than solely as a result of clause (c) of the definition of the term â€œBase Rateâ€).â€œTerm SOFR Reference Rateâ€ means, for any day and time (such day, the â€œTerm SOFR Determination Dayâ€), with respect to any Term SOFR Borrowing and for any tenor comparable to the applicable Interest Period, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 p.m. (NewÂ York City time) on such Term SOFR Determination Day, the â€œTerm SOFR Reference Rateâ€ for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR has not occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than five U.S. Government Securities Business Days prior to such Term SOFR Determination Day. â€œTotal Revolving Credit Commitmentâ€ means, at any time, the aggregate amount of Commitments under this Agreement as of such time, which amount is equal to $3,500,000,000 as of the date hereof, as such aggregate amount of Commitments may be reduced from time to time in accordance with SectionÂ 2.08 or Section 2.09. â€œTransfereeâ€ has the meaning set forth in Section 9.07(d).20â€œTypeâ€, when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted Term SOFR (other than solely as a result of clause (c) of the definition of the term â€œBase Rateâ€), the Base Rate or, if applicable pursuant to Section 8.01, Section 8.02 or SectionÂ 8.03, the Adjusted Daily Simple SOFR.â€œUK Financial Institutionâ€ means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any Person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain Affiliates of such credit institutions or investment firms.â€œUK Resolution Authorityâ€ means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.â€œUnadjusted Benchmark Replacementâ€ means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.â€œUSA Patriot Actâ€ has the meaning set forth in Section 9.16.â€œU.S. Government Securities Business Dayâ€ means any day except for (a)Â a Saturday, (b)Â a Sunday or (c)Â a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities. â€œWrite-Down and Conversion Powersâ€ means (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of such Person or any other Person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.SECTION 1.02.Accounting Terms and Determinations. Unless otherwise specified herein, all terms of an accounting character used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with GAAP, applied on a basis consistent (except for changes in presentation with which the Borrowerâ€™s independent registered public accounting firm has concurred or otherwise required by a change in GAAP) with the most recent audited consolidated financial statements of the Borrower and its Consolidated Subsidiaries delivered to the Banks. With respect to any such change with which the Borrowerâ€™s independent registered public accounting firm has concurred or required by GAAP, in determining 21compliance with any of the provisions of this Agreement or any of the other Loan Documents, if either: (i)Â the Borrower shall have objected to determining such compliance on such basis at the time of delivery of such financial statements, or (ii)Â the Required Banks shall so object in writing within 30 days after the delivery of such financial statements, such calculations shall instead be made on a basis consistent with those used in the preparation of the latest financial statements as to which such objection shall not have been made (which, if objection is made in respect of the first financial statements delivered under SectionÂ 5.01 hereof, shall mean the financial statements referred to in SectionÂ 4.04). Further, at any time any change in GAAP or change in financial statement presentation as to which the independent registered public accounting firm has concurred would affect the computation of any financial ratio or requirement set forth in this Agreement, if either the Borrower or the Required Banks shall so request, the Administrative Agent, the Banks and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP or change in financial statement presentation (subject to the approval of the Borrower and the Required Banks); provided that, until so amended, (i)Â such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein (subject, however, to the first sentence of this Section) and (ii) the Borrower shall provide to the Administrative Agent and the Banks financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP or financial statement presentation. Notwithstanding the foregoing (other than for purposes of Sections 4.04(a), 5.01(a) and 5.01(b)), (a) all terms of an accounting character used herein (including the term â€œConsolidated Net Tangible Assetsâ€) shall be interpreted, and all accounting determinations hereunder shall be made, including as such terms are used in the definitions of â€œDebtâ€ and â€œLienâ€ and in Section 5.03, without giving effect to any change in accounting for leases resulting from the implementation of Financial Accounting Standards Board Accounting Standards Codification 842 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) (and related interpretations) to the extent any lease (or similar arrangement conveying the right to use) would be required to be treated as a finance lease thereunder where such lease (or similar arrangement) would have been treated as an operating lease under GAAP as in effect immediately prior to the effectiveness of the Accounting Standards Codification 842 and (b) the amount of any Debt shall be determined without giving effect to any election under Financial Accounting Standards Board Accounting Standards Codification 825 (or any other Accounting Standards Codification having a similar result or effect) (and related interpretations) to value any Debt at â€œfair valueâ€, as defined therein.SECTION 1.03.References. Unless otherwise indicated, references in this Agreement to â€œArticlesâ€, â€œExhibitsâ€, â€œSchedulesâ€, â€œSectionsâ€ and other subdivisions are references to articles, exhibits, schedules, sections and other subdivisions hereof.22SECTION 1.04.Use of Defined Terms. All terms defined in this Agreement shall have the same defined meanings when used in any of the other Loan Documents, unless otherwise defined therein or unless the context shall require otherwise.SECTION 1.05.Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and the plural shall include the singular. Titles of Articles and Sections in this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement.SECTION 1.06.Interest Rates; Benchmark Notification. The interest rate on a Loan may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof (other than as expressly set forth herein), including, without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its Affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or replacement rate and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Bank or any other Person for damages of any kind, including direct or indirect, special, punitive incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service except, solely with respect to the administration of such rate by the Administrative Agent, to the extent of direct and actual damages as are determined by a court of competent jurisdiction to have resulted from the Administrative Agentâ€™s gross negligence or willful misconduct in its administration of such rate.SECTION 1.07.Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdictionâ€™s laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its equity interests at such time.23ARTICLE IITHE CREDITSSECTION 2.01.Commitments to Lend. Each Bank severally agrees, on the terms and conditions set forth herein, to make Loans in Dollars to the Borrower from time to time before the Commitment Termination Date; provided that, immediately after each such Loan is made, (a)Â the aggregate outstanding principal amount of all Loans made by such Bank shall not exceed the amount of its Commitment and (b)Â the aggregate outstanding principal amount of all Loans shall not exceed the Total Revolving Credit Commitment. Each Borrowing shall be comprised of Term SOFR Loans, Base Rate Loans or, if applicable pursuant to this Agreement, Daily Simple SOFR Loans. Each Borrowing shall be in an aggregate principal amount of (i)Â in the case of Base Rate Loans or, if applicable pursuant to this Agreement, Daily Simple SOFR Loans, $1,000,000 or any larger multiple of $500,000, and (ii)Â in the case of Term SOFR Loans, $5,000,000 or any larger multiple of $500,000, except that any such Borrowing, whether a Base Rate Borrowing, a Daily Simple SOFR Borrowing or a Term SOFR Borrowing, may be in the aggregate amount of the unused Commitments. Each Borrowing shall be made from the Banks ratably in proportion to their respective Commitments. Within the foregoing limits, the Borrower may borrow and, following a repayment or prepayment, reborrow under this SectionÂ 2.01 at any time before the Commitment Termination Date, and may repay or prepay Loans at any time before the Maturity Date.SECTION 2.02.Method of Borrowing. (a) The Borrower shall give the Administrative Agent notice (a â€œNotice of Borrowingâ€), which shall be substantially in the form approved by the Administrative Agent and separately provided to the Borrower, prior to 12:00 p.m. (New York City time) on the same day for a Base Rate Borrowing, prior to 11:00 a.m. (New York City time) at least two (2) U.S. Government Securities Business Days prior to each Term SOFR Borrowing and, if applicable pursuant to this Agreement, prior to 11:00Â a.m. (New York City time) at least five (5) U.S. Government Securities Business Days prior to each Daily Simple SOFR Borrowing. Each Notice of Borrowing shall be signed by any authorized officer of the Borrower and shall specify:(i)Â Â Â Â the date of the applicable Borrowing, which shall be a Business Day; (ii)Â Â Â Â the aggregate principal amount of such Borrowing; (iii)Â Â Â Â whether the Loans comprising such Borrowing are to be Base Rate Loans, Term SOFR Loans or, if applicable pursuant to this Agreement, Daily Simple SOFR Loans; (iv)Â Â Â Â in the case of a Term SOFR Borrowing, the duration of the Interest Period applicable thereto, subject to the provisions of the definition of Interest Period; and (v)Â Â Â Â the location and number of the Borrowerâ€™s account to which funds are to be disbursed.24(b)Upon receipt of a Notice of Borrowing, the Administrative Agent shall promptly notify each Bank of the contents thereof and of such Bankâ€™s ratable share of such Borrowing, and such Notice of Borrowing shall not thereafter be revocable by the Borrower.(c)Not later than 2:00 p.m. (New York City time) on the date of each Borrowing, each Bank shall (except as provided in paragraphÂ (d) of this Section) make available its ratable share of such Borrowing in Dollars immediately available in New York, New York, to the Administrative Agent at such account of the Administrative Agent as shall be specified by it for such purpose from time to time. The Administrative Agent will make the funds so received by it from the Banks available to the Borrower, at the account of the Borrower specified in the applicable Notice of Borrowing, not later than 4:30 p.m. (New York City time) on the date of any relevant Borrowing. Unless the Administrative Agent receives notice from a Bank, prior to the date of any Borrowing, stating that such Bank will not make a Loan in connection with such Borrowing, the Administrative Agent shall, in relation to the Banks, be entitled to assume that such Bank will make a Loan in connection with such Borrowing and, in reliance on such assumption, the Administrative Agent may (but shall not be obligated to) make available such Bankâ€™s ratable share of such Borrowing to the Borrower for the account of such Bank. If the Administrative Agent makes any such Bankâ€™s ratable share of a Borrowing available to the Borrower, the Administrative Agent shall promptly notify (which notice may be telephonic) the Borrower of the identity of the Bank for whom such funds were advanced and the amount of such advance. The Administrative Agent shall promptly notify (which notice may be telephonic) the Borrower of the details of any notice received from any Bank stating that any such Bank does not intend to make its ratable share of funds available in connection with any relevant Borrowing. If the Administrative Agent makes such Bankâ€™s ratable share available to the Borrower and such Bank does not in fact make its ratable share of such Borrowing available on such date and has not given notice to the Administrative Agent as provided above of such intention, the Administrative Agent shall be entitled to recover such Bankâ€™s ratable share from such Bank or the Borrower (and for such purpose shall be entitled to charge such amount to any account of the Borrower maintained with the Administrative Agent upon prior notice to the Borrower), together with interest thereon for each day during the period from the date of such Borrowing until such sum shall be paid in full at a rate per annum equal to (i) in the case of a payment to be made by such Bank, the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of a payment to be made by the Borrower, the interest rate applicable to such Borrowing; provided that any such payment by the Borrower of such Bankâ€™s ratable share and interest thereon shall be without prejudice to any rights that the Borrower may have against such Bank. If the Administrative Agent does not exercise its option to advance funds for the account of such Bank, it shall forthwith notify the Borrower of such decision.(d)If any Bank makes a new Loan hereunder on a day on which the Borrower is to repay all or any part of an outstanding Loan from such Bank, such Bank shall apply the proceeds of its new Loan to make such repayment as a Refunding Loan and only an amount equal to the difference (if any) between the amount being borrowed and the amount of such Refunding Loan shall be made available by such Bank to the Administrative Agent as provided in paragraph (c) 25of this Section, or remitted by the Borrower to the Administrative Agent as provided in Section 2.12, as the case may be.(e)In the event that a Notice of Borrowing fails to specify whether the Loans comprising the requested Borrowing are to be Base Rate Loans or Term SOFR Loans (or, if applicable pursuant to this Agreement, Daily Simple SOFR Loans), such Loans shall be made as Base Rate Loans. In the event that a Notice of Borrowing requesting a Term SOFR Borrowing fails to specify the Interest Period with respect to such Borrowing, the Borrower shall be deemed to have selected an Interest Period of one monthâ€™s duration. If the Borrower is otherwise entitled under this Agreement to repay any Loans maturing at the end of an Interest Period applicable thereto with the proceeds of a new Borrowing, and the Borrower fails to repay such Loans using its own moneys and fails to give a Notice of Borrowing in connection with such new Borrowing, a new Borrowing shall be deemed to be made on the date such Loans mature in an amount equal to the principal amount of the Loans so maturing, and the Loans comprising such new Borrowing shall be Base Rate Loans.(f)Notwithstanding anything to the contrary contained herein, including, without limitation, SectionÂ 2.01, there shall not be more than ten (10) Term SOFR Borrowings and/or Daily Simple SOFR Borrowings outstanding at any given time.SECTION 2.03.[Reserved.]SECTION 2.04.Evidence of Indebtedness; Notes. (a)Â Each Bank shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Bank resulting from each Loan made by such Bank, including the amounts of principal and interest payable and paid to such Bank from time to time hereunder.(b)The Administrative Agent shall maintain accounts in which it shall record (i)Â the amount of each Loan made hereunder, the Type thereof and, in the case of a Term SOFR Loan, the Interest Period applicable thereto, (ii)Â the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Bank hereunder and (iii)Â the amount of any sum received by the Administrative Agent hereunder for the accounts of the Banks and each Bankâ€™s share thereof.(c)The entries made in the accounts maintained pursuant to paragraphÂ (a) andÂ (b) of this Section shall be rebuttable presumptive evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Bank or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement.(d)Any Bank may request that Loans made by it be evidenced by a single Note payable to such Bank for the account of its Lending Office in an amount equal to the original principal amount of such Bankâ€™s Commitment. In such event,

the Borrower shall prepare, execute and deliver to such Bank a Note payable to such Bank.26(e)Each Bank may record, and prior to any transfer of its Notes shall endorse on the schedules forming a part thereof appropriate notations to evidence, the date, amount and maturity of, and effective interest rate for, each Loan made by it, the date and amount of each payment of principal made by the Borrower with respect thereto, and such schedules of each such Bankâ€™s Notes shall constitute rebuttable presumptive evidence of the respective principal amounts owing and unpaid on such Bankâ€™s Notes; provided, that the failure of any Bank to make any such recordation or endorsement shall not affect the obligation of the Borrower hereunder or under the Notes or the ability of any Bank to assign its Notes. Each Bank is hereby irrevocably authorized by the Borrower so to endorse its Notes and to attach to and make a part of any Note a continuation of any such schedule as and when required. In order to verify the Loans outstanding from time to time, at the request of the Borrower, the Administrative Agent shall furnish the Borrower with its records of transactions under this Agreement, in reasonable detail.SECTION 2.05.Maturity of Loans. (a) Each Term SOFR Loan included in any Borrowing shall mature, and the principal amount thereof shall be due and payable, on the last day of the Interest Period applicable to such Borrowing. Each other Loan shall mature, and the principal amount thereof shall be due and payable, on the Maturity Date (for the avoidance of doubt, as the same may have been extended as set forth in the definition of such term). The Borrower hereby unconditionally promises to pay to the Administrative Agent, for the account of each Bank, the principal of each Loan at the maturity thereof.(b)[Reserved.](c)Notwithstanding the foregoing, the outstanding principal amount of the Loans, if any, together with all accrued but unpaid interest thereon, if any, shall be due and payable on the Maturity Date (for the avoidance of doubt, as the same may have been extended as set forth in the definition of such term).SECTION 2.06.Interest Rates. (a) Each Base Rate Loan shall bear interest on the outstanding principal amount thereof, for each day from the date such Loan is made or converted to until it is repaid, at a rate per annum equal to the Base Rate for such day plus the Applicable Margin. Such interest shall be payable quarterly in arrears on the last Business Day of each March, June, September and December, on the Maturity Date and, if the Maturity Date shall have been extended pursuant to Section 2.16, as to the interest accrued on the principal amount repaid or prepaid after the Commitment Termination Date, upon the repayment or prepayment of such Loan.(b)Each Term SOFR Loan shall bear interest on the outstanding principal amount thereof, for the Interest Period applicable thereto, at a rate per annum equal to the Adjusted Term SOFR for such Interest Period plus the Applicable Margin. Such interest shall be payable for each Interest Period on the last day thereof (and, if such Interest Period is longer than three months, at intervals of three months after the first day thereof) and upon the repayment or prepayment of such Loan.27(c)Each Daily Simple SOFR Loan shall bear interest on the outstanding principal amount thereof, for each day from the date such Loan is made or converted to until it is repaid, at a rate per annum equal to the Adjusted Daily Simple SOFR for such day plus the Applicable Margin. Such interest shall be payable monthly in arrears on each date that is on the numerically corresponding day in each calendar month that is one month after the date such Loan is made or converted to (or, if there is no such numerically corresponding day in such month, then the last day of such month), on the Maturity Date and, as to the interest accrued on the principal amount repaid or prepaid, upon the repayment or prepayment of such Loan. (d)[Reserved.](e)In the event of Default in payment of any principal of or interest on any Loan or any fee payable by the Borrower hereunder, such overdue amount to the fullest extent permitted by applicable law, after as well as before judgment, shall automatically and without notice bear interest at the Default Rate, which interest will be payable on demand.SECTION 2.07.Fees. (a) The Borrower shall pay to the Administrative Agent for the ratable account of each Bank a facility fee (the â€œFacility Feeâ€), which shall accrue at the Facility Fee Rate on the average daily amount of the Commitment of such Bank, whether or not used (and, following the termination of such Commitment, on the aggregate outstanding principal amount of the Loans of such Bank), during the period from and including the Closing Date to but excluding the Maturity Date (or, if any Loans shall remain unpaid on the Maturity Date, to such later date as shall be the date of repayment of all the Loans). Facility Fees accrued through and including the last day of each March, June, September and December shall be due and payable in arrears on the 15th day following such last day, commencing with the first such date to occur after the Closing Date, and accrued Facility Fees shall also be due and payable on the date on which all the Commitments shall have terminated (and, if the Maturity Date shall have been extended pursuant to Section 2.16, on each subsequent date on which any Loans are repaid or prepaid) and on the Maturity Date; provided that any Facility Fees accruing after the date on which all the Commitments shall have been terminated (except if the Maturity Date shall have been extended pursuant to Section 2.16) or after the Maturity Date shall be payable on demand.(b)Subject to the extension of the Maturity Date pursuant to SectionÂ 2.16, the Borrower shall pay to the Administrative Agent, for the account of each Bank, on the Commitment Termination Date, a term out fee (a â€œTerm Out Feeâ€) equal to 0.50% of the aggregate amount of such Bankâ€™s outstanding Loans that are not repaid on the Commitment Termination Date.(c)The Borrower shall pay to the Administrative Agent, for the account and sole benefit of the Administrative Agent, such fees and other amounts at such times as have been agreed by the Administrative Agent and the Borrower.SECTION 2.08.Optional Termination or Reduction of Commitments. (a) The Borrower may, upon at least three (3) Business Daysâ€™ written notice to the Administrative Agent, terminate at any time, or reduce the Commitments from time to time by an aggregate amount of 28at least $5,000,000 or any larger multiple of $1,000,000; provided that the Borrower shall not terminate or reduce the Commitments if, after giving effect to any concurrent prepayment of Loans in accordance with Section 2.10 or Section 2.11, the aggregate outstanding principal amount of all Loans of any Bank shall exceed the amount of its Commitment as so reduced. Each notice delivered by the Borrower pursuant to this Section 2.08(a) shall be revocable (which revocation shall be made by written notice to that effect from the Borrower to the Administrative Agent) until the specified date of the termination or reduction and (b) without limiting clause (a) above, may state that such notice is conditioned upon the occurrence of one or more events specified therein, in which case such notice may be revoked by the Borrower (which revocation shall be made by written notice to that effect from the Borrower to the Administrative Agent) on or prior to the specified date of the termination or reduction if such condition is not satisfied. Promptly following receipt of any such notice, the Administrative Agent shall advise the Banks of the contents thereof. Any termination or reduction of the Commitments pursuant to this Section 2.08 shall be permanent. Each reduction of the Commitments pursuant to this Section 2.08 shall be made ratably among the Banks in accordance with their respective Commitments.SECTION 2.09.Mandatory Termination of Commitments. (a) The Commitments shall terminate (i) on the Commitment Termination Date, (ii) upon the occurrence of a Change in Control, on any date that shall have been specified for such termination in a notice of termination delivered by the Administrative Agent (acting at the direction of the Required Banks) to the Borrower; provided that if the Borrower shall have provided written notice to the Administrative Agent of the occurrence of such Change in Control (or a potential occurrence of such Change in Control), specifying the details thereof and the date or the expected date of the occurrence thereof, then such notice of termination must be delivered to the Borrower no later than 45 days after the delivery of such notice from the Borrower to the Administrative Agent (it being understood that in the event the Borrower shall have provided to the Administrative Agent a notice of a potential occurrence of a Change in Control, the notice of termination may specify that the date of the termination of the Commitments shall be the date of the occurrence of such Change in Control, without referring to a specific calendar date), and (iii) as provided in Section 6.01.(b)In the event the Specified Acquisition Agreement shall be terminated in accordance with its terms prior to the consummation of the Specified Acquisition, then (i) the Borrower shall give prompt (and in any event within one (1) Business Day) written notice to the Administrative Agent of such termination and (ii) unless previously terminated, the Commitments shall terminate on the date that is three (3)Â Business Days after the date of such termination of the Specified Acquisition Agreement. Promptly following receipt of any such notice, the Administrative Agent shall advise the Banks of the contents thereof. (c)Any termination of the Commitments pursuant to this Section 2.09 shall be permanent.29SECTION 2.10.Optional Prepayments. (a) The Borrower may, upon written notice to the Administrative Agent, prepay any Base Rate Borrowing or Daily Simple SOFR Borrowing in whole or in part at any time, in a minimum amount of at least $500,000 or any larger multiple of $500,000 (or the remaining outstanding principal amount of such Borrowing, if less), by paying the principal amount to be prepaid together with (in the case of a Base Rate Borrowing, solely to the extent required pursuant to Section 2.06(a)) accrued interest thereon to the date of prepayment.(b)The Borrower may, upon written notice to the Administrative Agent, prepay any Term SOFR Borrowing, at any time prior to the end of the Interest Period applicable to such Borrowing, in whole or in part, in a minimum amount of at least $500,000 or any larger multiple of $500,000 (or the remaining outstanding principal amount of such Borrowing, if less), by paying the principal amount to be prepaid together with accrued interest thereon to the date of prepayment. Each such optional prepayment of a Term SOFR Borrowing shall be subject to any and all payments required pursuant to the provisions of ArticleÂ VIII.(c)Each notice delivered by the Borrower pursuant to paragraph (a) or (b) of this Section 2.10 (i) shall be revocable (which revocation shall be made by written notice to that effect from the Borrower to the Administrative Agent) until the specified date of the applicable prepayment and (ii) without limiting clause (i) above, may state that such notice is conditioned upon the occurrence of one or more events specified therein, in which case such notice may be revoked by the Borrower (which revocation shall be made by written notice to that effect from the Borrower to the Administrative Agent) on or prior to the specified date of the applicable prepayment if such condition is not satisfied. Each optional prepayment pursuant to this Section 2.10 shall be applied to prepay ratably the Loans of the Banks of the applicable Type.(d)Upon receipt of a notice of prepayment pursuant to this SectionÂ 2.10, the Administrative Agent shall promptly notify each Bank of the contents thereof and of such Bankâ€™s ratable share of such prepayment.SECTION 2.11.Mandatory Prepayment. (a)In the event that, on any date, the aggregate outstanding principal amount of the Loans exceeds the Total Revolving Credit Commitment then in effect (including because of any reduction of the Commitments pursuant to Section 2.08, but excluding any such excess as a result of the extension of the Maturity Date pursuant to Section 2.16 and without duplication of amounts required to be prepaid pursuant to clause (b) or (c) below), then the Borrower shall prepay such principal amount of the outstanding Loans (together with interest accrued thereon) as may be necessary so that, after such prepayment, the aggregate outstanding principal amount of the Loans does not exceed the Total Revolving Credit Commitment.(b)Upon the occurrence of a Change in Control, the Borrower shall repay all Loans then outstanding (together with accrued interest thereon) on any date that shall have been specified for such repayment in a notice of repayment delivered by the Administrative Agent (acting at the direction of the Required Banks) to the Borrower; provided that if the Borrower shall have provided written notice to the Administrative Agent of the occurrence of such Change in Control (or a potential occurrence of such Change in Control), specifying the details thereof 30and the date or the expected date of the occurrence thereof, then such notice of repayment must be delivered to the Borrower no later than 45 days after the delivery of such notice from the Borrower to the Administrative Agent (it being understood that in the event the Borrower shall have provided to the Administrative Agent a notice of a potential occurrence of a Change in Control, the notice of repayment may specify that the date of such repayment shall be the date of the occurrence of such Change in Control, without referring to a specific calendar date).(c)In the event the Specified Acquisition Agreement shall be terminated in accordance with its terms prior to the consummation of the Specified Acquisition, then (i) the Borrower shall give prompt (and in any event within one (1) Business Day) written notice to the Administrative Agent of such termination and (ii) the Borrower shall, no later than the date that is three (3) Business Days after the date of such termination of the Specified Acquisition Agreement, repay all Loans then outstanding (together with accrued interest thereon). (d)Promptly following receipt of any notice pursuant to paragraph (c) of this Section 2.11, the Administrative Agent shall advise the Banks of the contents thereof. Each mandatory prepayment pursuant to this Section 2.11 shall be applied to prepay ratably the Loans of the Banks.SECTION 2.12.General Provisions as to Payments. (a) The Borrower shall make each payment of principal of, and interest on, the Loans and of fees hereunder not later than 2:00Â p.m. (New York City time) on the date when due, without offset, in federal funds or other funds immediately available in New York, New York, to the Administrative Agent at such account of the Administrative Agent as shall be specified by it for such purpose from time to time. The Administrative Agent will promptly distribute to each Bank its ratable share of each such payment received by the Administrative Agent for the account of the Banks; provided, that, should the Administrative Agent actually receive any relevant payment from the Borrower prior to 2:00Â p.m. (New York City time) on the date when due, the Administrative Agent shall initiate the distribution process (by wire or otherwise) to such Bank of each such Bankâ€™s ratable portion of any payment received by the Administrative Agent prior to 5:00Â p.m. (New York City time).(b)Whenever any payment of principal, interest, fees or other amount payable hereunder shall be due on a day which is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day.(c)All payments of principal, interest, fees and other amounts to be made by or on account of any obligation of the Borrower pursuant to this Agreement and the other Loan Documents shall be paid without deduction for, and free from, any Taxes. In the event that the Borrower is required by applicable law to make any such withholding or deduction of Taxes on any payment pursuant to this Agreement or any other Loan Document, the Borrower shall timely pay such deduction or withholding to the applicable Governmental Authority (or, if the Administrative Agent or any Bank is required to pay any amount in respect of which such deduction or withholding should have been made, promptly reimburse such payment), and shall promptly furnish to the Administrative Agent and any Bank in respect of which such deduction or withholding is made all receipts and other documents evidencing such payment and, to the extent such deduction or withholding is in respect of an Indemnified Tax, shall pay to each such 31Bank additional amounts as may be necessary in order that the amount received by such Bank after the required withholding or deduction (including any withholding or deduction of Indemnified Taxes imposed on such additional amounts) shall equal the amount such Bank would have received had no such withholding or deduction of Indemnified Taxes been made.(d)The Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.(e)Any Bank that is entitled to an exemption from, or reduction of, withholding Tax with respect to payments made under this Agreement or any other Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Bank, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Bank is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in this clause (e) and in SectionÂ 2.12(f)) shall not be required if in the Bankâ€™s reasonable judgment such completion, execution or submission would subject such Bank to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Bank. Without limiting the generality of the foregoing: (A)Â each Bank that is a â€œUnited States personâ€ within the meaning of SectionÂ 7701(a)(30) of the Code shall deliver to the Borrower and the Administrative Agent on or about the date on which such Bank becomes a party to this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent) executed copies of IRS FormÂ W-9 certifying that such Bank is exempt from U.S.Â federal backup withholding Tax; and (B)Â each Foreign Bank that is entitled to an exemption from, or reduction of, any applicable withholding Tax with respect to interest payments under this Agreement or any other Loan Document agrees that it will deliver to the Administrative Agent and the Borrower (or in the case of a Participant, to the Bank from which the related participation shall have been purchased and to the Administrative Agent), on or about the date on which such Bank becomes a party to this Agreement (and from time to time thereafter upon reasonable request of the Borrower or Administrative Agent), two (2) duly completed copies of whichever of the following is applicable: (i)Â Internal Revenue Service Form W-8 ECI, or any successor form thereto, certifying that the payments received from the Borrower under the Loan Documents are effectively connected with such Foreign Bankâ€™s conduct of a trade or business in the United States; (ii)Â Internal Revenue Service Form W-8 BEN or W-8 BEN-E, as applicable, or any successor form thereto, certifying that such Foreign Bank is entitled to benefits under an income tax treaty to which the United States is a party which eliminates or reduces the rate of withholding tax on payments of interest; (iii)Â Internal Revenue Service Form W-8 BEN or W-8 BEN-E, as applicable, or any successor form prescribed by the Internal Revenue Service, together with a certificate (A)Â establishing that the payment to the Foreign Bank qualifies as â€œportfolio interestâ€ exempt from U.S. withholding Tax under Code 32section 871(h) or 881(c), and (B) stating that (1) the Foreign Bank is not a bank for purposes of Code section 881(c)(3)(A), or the obligation of the Borrower hereunder is not, with respect to such Foreign Bank, a loan agreement entered into in the ordinary course of its trade or business, within the meaning of that section; (2) the Foreign Bank is not a 10% shareholder of the Borrower within the meaning of Code section 871(h)(3) or 881(c)(3)(B); and (3) the Foreign Bank is not a controlled foreign corporation that is related to the Borrower within the meaning of Code section 881(c)(3)(C); or (iv) such other Internal Revenue Service forms as may be applicable to the Foreign Bank, including Forms W-8 IMY (including all required statements) or W-8 EXP. Each Bank agrees that if any form or certification it previously delivered under this Agreement expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.(f)If a payment made to a Bank under this Agreement or any other Loan Document would be subject to withholding Tax imposed by FATCA if such Bank were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Bank shall deliver to the Borrower and the Administrative Agent, at the time or times prescribed by law and at such time or times reasonably

requested by the Borrower or the Administrative Agent, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower or the Administrative Agent to comply with its obligations under FATCA, to determine that such Bank has complied with such Bankâ€™s obligations under FATCA or to determine the amount to deduct and withhold from such payment. For purposes of this paragraph, FATCA shall include any amendments made to FATCA after the date of this Agreement and any regulations or official interpretations thereof.(g)Each Bank shall severally indemnify the Administrative Agent for any Taxes (but, in the case of any Indemnified Taxes, only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so) attributable to such Bank that are paid or payable by the Administrative Agent in connection with this Agreement or any other Loan Document and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. The indemnity under this SectionÂ 2.12(g) shall be paid within 10 days after the Administrative Agent delivers to the applicable Bank a certificate stating the amount of Taxes so paid or payable by the Administrative Agent. Such certificate shall be conclusive of the amount so paid or payable absent manifest error.33(h)The Borrower shall indemnify each Recipient, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this SectionÂ 2.12) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Recipient (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Bank, shall be conclusive absent manifest error.(i)In the event any Bank or other party to this Agreement receives a refund of any Taxes as to which it has been indemnified pursuant to this SectionÂ 2.12 (including by the payment of additional amounts paid pursuant to this SectionÂ 2.12), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this SectionÂ 2.12 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund) promptly upon receipt thereof; provided, however, if at any time thereafter it is required to return such refund to a Governmental Authority, the indemnifying party shall promptly repay to it the amount of such refund.(j)Further, if any Bank shall have required the Borrower to pay any Taxes or additional amounts to such Bank or any Governmental Authority for the account of such Bank pursuant to this SectionÂ 2.12, then such Bank shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder, or to assign its rights and obligations hereunder to another of its offices, branches or Affiliates, if, in the reasonable judgment of such Bank, such designation or assignment (i)Â would eliminate or reduce amounts payable pursuant to this SectionÂ 2.12 in the future, and (ii)Â would not subject such Bank to any unreimbursed cost or expense and would not otherwise be materially disadvantageous to such Bank. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Bank in connection with any such designation or assignment.(k)Without prejudice to the survival of any other agreement of the Borrower hereunder, the agreements and obligations of the Borrower and the Banks contained in SectionsÂ 2.12(c) through 2.12(j) shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Bank, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under this Agreement and the other Loan Documents.SECTION 2.13.Computation of Interest and Fees. Interest on the Loans shall be computed on the basis of a year of 365/366 days, as to Base Rate Loans when Base Rate is based on the Prime Rate, and 360 days, otherwise, in each case for the actual number of days elapsed, calculated as to each Interest Period from and including the first day thereof to but excluding the last day thereof. Facility Fees and any other accruing fees payable hereunder from time to time shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed (including the first day but excluding the last day).34SECTION 2.14.[Reserved.]SECTION 2.15.Defaulting Banks. (a)Notwithstanding anything to the contrary contained in this Agreement, if any Bank becomes a Defaulting Bank, then, until such time as such Bank is no longer a Defaulting Bank, to the extent permitted by applicable law:(i)Such Defaulting Bankâ€™s right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of Required Banks.(ii)Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Bank (whether voluntary or mandatory, at maturity, pursuant to ArticleÂ VI or otherwise) or received by the Administrative Agent from a Defaulting Bank pursuant to any right of setoff shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by such Defaulting Bank to the Administrative Agent hereunder; second, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Bank has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; third, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to satisfy such Defaulting Bankâ€™s potential future funding obligations with respect to Loans under this Agreement; fourth, to the payment of any amounts owing to the Banks as a result of any judgment of a court of competent jurisdiction obtained by any Bank against such Defaulting Bank as a result of such Defaulting Bankâ€™s breach of its obligations under this Agreement; fifth, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Bank as a result of such Defaulting Bankâ€™s breach of its obligations under this Agreement; and sixth, to such Defaulting Bank or as otherwise directed by a court of competent jurisdiction; provided that if (x)Â such payment is a payment of the principal amount of any Loans in respect of which such Defaulting Bank has not fully funded its appropriate share, and (y)Â such Loans were made at a time when the conditions set forth in SectionÂ 3.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of all Non-Defaulting Banks on a pro rata basis prior to being applied to the payment of any Loans of such Defaulting Bank until such time as all Loans are held by the Banks pro rata in accordance with the Commitments under this Agreement. Any payments, prepayments or other amounts paid or payable to a Defaulting Bank that are applied (or held) to pay amounts owed by a Defaulting Bank or to post cash collateral pursuant to this SectionÂ 2.15(a)(ii) shall be deemed paid to and redirected by such Defaulting Bank, and each Bank irrevocably consents thereto.35(iii)A Defaulting Bank shall not be entitled to receive, and the Borrower shall not be required to pay, any Facility Fee for any period during which such Bank is a Defaulting Bank except on (or on the portion of its Commitment equal to) the outstanding principal amount of the Loans of such Bank. (b)If the Borrower and the Administrative Agent agree in writing that a Bank is no longer a Defaulting Bank, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any cash collateral), such Bank will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Banks or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans to be held pro rata by the Banks in accordance with their respective Commitments, whereupon such Bank will cease to be a Defaulting Bank; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Bank was a Defaulting Bank; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Bank to Bank will constitute a waiver or release of any claim of any party hereunder arising from that Bankâ€™s having been a Defaulting Bank.SECTION 2.16.Extension of Maturity Date. The Borrower may, not more than 90 days prior to the Commitment Termination Date, by delivery of written notice to that effect to the Administrative Agent (which shall promptly deliver a copy to each of the Banks), elect to extend the Maturity Date to May 6, 2026; provided, that any such extension of the Maturity Date shall be subject to the satisfaction, on and as of the Commitment Termination Date, of the conditions that (i) the representations and warranties of the Borrower set forth in Article IV-A shall be true and correct in all material respects as of the Commitment Termination Date (or, to the extent any representation or warranty is expressly stated to have been made as of a specific date, as of such specific date), provided that to the extent any such representation or warranty is already qualified by materiality or material adverse effect, such representation or warranty shall be true and correct in all respects, (ii)Â no Default or Event of Default shall have occurred and be continuing, (iii)Â the Administrative Agent shall have received a certificate, dated the Commitment Termination Date and executed by a principal financial officer of the Borrower, stating that the Borrower is electing to extend the Maturity Date and confirming the satisfaction of the foregoing conditions and (iv)Â the Administrative Agent shall have received the Term Out Fees as provided in SectionÂ 2.07(b). In the event the Maturity Date shall be extended pursuant to this Section 2.16, any outstanding Loans that are not repaid on the Commitment Termination Date may, (A)Â if Term SOFR Loans, be converted to Base Rate Loans or continued as Term SOFR Loans for additional Interest Periods at the ends of the Interest Periods applicable thereto, and (B) if Base Rate Loans, be converted to Term SOFR Loans for available Interest Periods at any time, in each case at the option of the Borrower upon such notice to the Administrative Agent as would have been required for a borrowing of new Loans prior to the Commitment Termination Date (and in the absence of such notice with respect to any Term SOFR Loan, such Loan shall be converted to a Base Rate Loan at the end of the Interest Period applicable thereto).36ARTICLE IIICONDITIONS TO EFFECTIVENESS AND BORROWINGSSECTION 3.01.Conditions to First Borrowing. The obligation of each Bank to make Loans hereunder is subject to the satisfaction of each of the following conditions on or prior to the Closing Date:(a)the receipt by the Administrative Agent, on or prior to the Closing Date, of the following:(i)Â Â Â Â from each of the parties hereto of a duly executed counterpart of this Agreement signed by such party (which, subject to Section 9.15(b), may include any Electronic Signatures transmitted by emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page);(ii)Â Â Â Â opinion letters of Alston & Bird LLP and of Stacy S. Ingram, Esq., Associate General Counsel and Deputy Corporate Secretary to the Borrower, each dated as of the Closing Date, addressed to the Administrative Agent and the Banks and covering such matters relating to the transactions contemplated hereby as the Administrative Agent may reasonably request;(iii)Â Â Â Â a certificate, dated as of the Closing Date, signed by a principal financial officer of the Borrower, to the effect that (A)Â no Default has occurred and is continuing on the Closing Date and (B)Â the representations and warranties of the Borrower contained in Article IV-A are true and correct on and as of the Closing Date; and(iv)Â Â Â Â all documents which the Administrative Agent may reasonably request relating to the existence of the Borrower, the corporate authority for and the validity of this Agreement, the Notes and the other Loan Documents and any other matters relevant hereto or thereto, all in form and substance reasonably satisfactory to the Administrative Agent, including, without limitation, a certificate of incumbency of the Borrower, signed by the Secretary or an Assistant Secretary of the Borrower, certifying as to the names, true signatures and incumbency of the officer or officers, respectively, of the Borrower authorized to execute and deliver the Loan Documents, and certified copies of the following items, for the Borrower: (A)Â Certificate/Articles of Incorporation, (B)Â Bylaws, (C)Â a certificate of the Secretary of State of the State of Delaware as to the good standing of the Borrower as a corporation in that state, and (D)Â the action taken by the Board of Directors authorizing the execution, delivery and performance of this Agreement, the Notes and the other Loan Documents. 37(b)The Administrative Agent and the Arrangers shall have received all fees and other amounts due and payable on or prior to the Closing Date, including, to the extent invoiced, reimbursement or payment of all reasonable out-of-pocket expenses (including reasonable fees, charges and disbursements of counsel) required to be reimbursed or paid by the Borrower hereunder or under any other Loan Document.(c)The Banks shall have received all documentation and other information reasonably requested by the Banks or the Administrative Agent under applicable â€œknow your customerâ€ and anti-money laundering rules and regulations, including the USA Patriot Act.SECTION 3.02.Conditions to All Borrowings. The obligation of each Bank to make a Loan on the occasion of each Borrowing (including any Borrowing made on the Closing Date), other than a Borrowing which consists solely of Refunding Loans, is subject to the satisfaction of the following conditions:(a)receipt by the Administrative Agent of a Notice of Borrowing;(b)immediately before and after giving effect to such Borrowing, no Default or Event of Default shall have occurred and be continuing;(c)the representations and warranties of the Borrower contained in ArticleÂ IV-A shall be true and correct in all material respects on and as of the date of such Borrowing (other than (i)Â any representation or warranty that relates solely to an earlier date, in which case such representation or warranty shall be true as of such earlier date, and (ii)Â after the Closing Date, the representations and warranties found in SectionsÂ 4.04(b) and 4.05), provided that to the extent any such representation or warranty is already qualified by materiality or material adverse effect, such representation or warranty shall be true and correct in all respects; and (d)immediately after such Borrowing, the aggregate outstanding principal amount of the Loans of each Bank will not exceed the amount of its Commitment. Each Borrowing (excluding any Borrowing that consists solely of Refunding Loans) hereunder shall be deemed to be a representation and warranty by the Borrower on the date thereof that the conditions precedent set forth in clauses (b), (c) and (d) above have been satisfied. 38ARTICLE IV-AREPRESENTATIONS AND WARRANTIES OF THE BORROWERThe Borrower represents and warrants that:SECTION 4.01.Corporate Existence and Power. The Borrower is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, is duly qualified to transact business in every jurisdiction where the failure to so qualify would reasonably be expected to have or cause a Material Adverse Effect, and has all corporate powers and all governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted, except where the failure to possess any such powers, licenses, authorizations, consents, or approvals would not reasonably be expected to have or cause a Material Adverse Effect.SECTION 4.02.Corporate and Governmental Authorization; No Contravention. The execution, delivery and performance by the Borrower of this Agreement, the Notes and the other Loan Documents (i)Â are within the Borrowerâ€™s corporate powers, (ii)Â have been duly authorized by all necessary corporate action, (iii)Â require no action by or in respect of or filing with, any governmental body, agency or official, (iv)Â do not contravene, or constitute a default under, any provision of applicable law or regulation or of the certificate of incorporation or by-laws of the Borrower or of any material agreement, judgment, injunction, order, decree or other instrument binding upon the Borrower or any of its Significant Subsidiaries, and (v)Â do not result in the creation or imposition of any Lien on any asset of the Borrower or any of its Significant Subsidiaries.SECTION 4.03.Binding Effect. This Agreement constitutes a valid and binding agreement of the Borrower enforceable in accordance with its terms, and the Notes and the other Loan Documents, when executed and delivered in accordance with this Agreement, will constitute valid and binding obligations of the Borrower enforceable in accordance with their respective terms; provided that the enforceability hereof and thereof is subject in each case to general principles of equity and the bankruptcy, insolvency and similar laws affecting the enforcement of creditorsâ€™ rights generally.SECTION 4.04.Financial Information. (a) The consolidated balance sheet of the Borrower and its Consolidated Subsidiaries as of January 28, 2024, and the related consolidated statements of income, stockholdersâ€™ equity and cash flows for the Fiscal Year then ended, reported on by KPMG LLP and filed on Form 10-K with the Securities and Exchange Commission, fairly present, in conformity with GAAP, the consolidated financial position of the Borrower and its Consolidated Subsidiaries as of such date and their consolidated results of operations and cash flows for such Fiscal Year. (b)Since January 28, 2024, there has been no event, act, condition or occurrence having a Material Adverse Effect.39SECTION 4.05.No Litigation. There is no action, suit or proceeding pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower or any of its Subsidiaries before any court or arbitrator or any governmental body, agency or official which would reasonably be expected to have or cause a Material Adverse Effect.SECTION 4.06.Investment Company Act. Neither the Borrower nor any of its Subsidiaries is an â€œinvestment companyâ€ within the meaning of the Investment Company Act of 1940, as amended.SECTION 4.07.Ownership of Property; Liens. Each of the Borrower and its Significant Subsidiaries has title to its properties sufficient for the conduct of its business, and none of such properties is subject to any Lien except as permitted in SectionÂ 5.03.SECTION 4.08.No Default. Neither the Borrower nor any of its Consolidated Subsidiaries is in default under or with respect to any agreement, instrument or undertaking to which it is a party or by which it or any of its property is bound which could reasonably be expected to have or cause a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.SECTION 4.09.Full Disclosure. All written information heretofore furnished by the Borrower to the Administrative Agent or any Bank for purposes of or in connection with this Agreement or any transaction contemplated hereby is, and all such information hereafter furnished by the Borrower to the Administrative Agent or any Bank will be, true and correct in all material respects or based on what the Borrower in good faith believes to be reasonable estimates on the date as of which such information is stated or certified.SECTION 4.10.Margin Stock. Neither the Borrower nor any of its Subsidiaries is engaged principally or as one of its important activities, in the business of purchasing or carrying any Margin Stock, and no part of the proceeds of any Loan will be used for any purpose, including, without limitation, to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock, which violates, or which is inconsistent with, the provisions of Regulation U.SECTION 4.11.Anti-Corruption Laws and Sanctions. The Borrower maintains and will maintain in effect policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Borrower and, to the knowledge of the Borrower, its Subsidiaries and their respective directors, officers, employees and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. To the knowledge of the Borrower, neither this credit facility nor any Loans made hereunder will, whether directly or, to the knowledge of the Borrower, indirectly, be used by or for the benefit of a Sanctioned

Person or will result in a violation by any party hereto of Anti-Corruption Laws or applicable Sanctions.40SECTION 4.12.Affected Financial Institutions. The Borrower is not an Affected Financial Institution.ARTICLE IV-BREPRESENTATIONS AND WARRANTIES OF THE BANKS AND THE ADMINISTRATIVE AGENTThe Administrative Agent and each Bank severally represents and warrants on behalf of itself, but not on behalf of any other Person, that:SECTION 4.13.Administrative Agent and Bank Corporate Existence and Power. (a) It is a banking association, corporation or other legal entity, as applicable, duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has all corporate or other organizational powers and all material governmental licenses, authorizations and approvals required to perform its obligations hereunder.(b)In the case of a Bank, it is a commercial lender or financial institution which makes Loans in the ordinary course of its business and it will make its Loans hereunder for its own account in the ordinary course of such business; provided, however that, subject to SectionÂ 9.07, the disposition of the Loans of that Bank shall at all times be within its exclusive control.SECTION 4.14.Administrative Agent and Bank Binding Effect. This Agreement constitutes a valid and binding agreement of it enforceable against it in accordance with its terms, provided that the enforceability hereof is subject in each case to general principles of equity and to bankruptcy, insolvency and similar laws affecting the enforcement of creditorsâ€™ rights generally.SECTION 4.15.Compliance with ERISA. (a) In the case of a Bank, such Bank (x)Â represents and warrants, as of the date such Person became a Bank party hereto, to, and (y)Â covenants, from the date such Person became a Bank party hereto to the date such Person ceases being a Bank party hereto, for the benefit of, the Administrative Agent, and not, for the avoidance of doubt, to or for the benefit of the Borrower, that at least one of the following is and will be true:(i)Â Â Â Â such Bank is not using â€œplan assetsâ€ (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Bankâ€™s entrance into, participation in, administration of and performance of the Loans, the Commitments or this Agreement; (ii)Â Â Â Â the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), 41is applicable with respect to such Bankâ€™s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement; (iii)Â Â Â Â (A) such Bank is an investment fund managed by a â€œQualified Professional Asset Managerâ€ (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Bank to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Bank, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Bankâ€™s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement; or(iv)Â Â Â Â such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Bank.(b)In addition, unless either (1)Â sub-clauseÂ (i) in the immediately preceding clauseÂ (a) is true with respect to a Bank or (2)Â a Bank has provided another representation, warranty and covenant in accordance with sub-clauseÂ (iv) in the immediately preceding clauseÂ (a), such Bank further (x)Â represents and warrants, as of the date such Person became a Bank party hereto, to, and (y)Â covenants, from the date such Person became a Bank party hereto to the date such Person ceases being a Bank party hereto, for the benefit of, the Administrative Agent, and not, for the avoidance of doubt, to or for the benefit of the Borrower, that the Administrative Agent is not a fiduciary with respect to the assets of such Bank involved in such Bankâ€™s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any other Loan Document or any documents related hereto or thereto).ARTICLE VCOVENANTSThe Borrower agrees that, so long as any Bank has any Commitment hereunder or any amount payable hereunder or under any Note remains unpaid:SECTION 5.01.Information. The Borrower will deliver to the Administrative Agent for distribution to each Bank:(a)as soon as available and in any event within 90 days after the end of each Fiscal Year, a consolidated balance sheet of the Borrower and its Consolidated Subsidiaries as of the end of such Fiscal Year and the related consolidated statements of income, stockholdersâ€™ equity and cash flows for such Fiscal Year, setting forth in each case in comparative form the figures for the previous fiscal year, all audited and reported on by KPMG LLP or other independent registered public accounting firm of nationally recognized standing, with such audit report to be free of any exceptions and qualifications as to â€œgoing concernâ€ (other than with respect to, or expressly resulting solely from, (x) any potential inability to satisfy any financial covenant that 42may be included in any agreement to which the Borrower or its Subsidiaries are a party on a future date or in a future period or (y) an upcoming maturity date under any Debt); (b)as soon as available and in any event within 45 days after the end of each of the first three (3) Fiscal Quarters of each Fiscal Year, a consolidated balance sheet of the Borrower and its Consolidated Subsidiaries as of the end of such Fiscal Quarter and the related statement of income and statement of cash flows for such Fiscal Quarter and for the portion of the Fiscal Year ended at the end of such Fiscal Quarter, setting forth in each case in comparative form the figures for the corresponding Fiscal Quarter (or Fiscal Year in the case of balance sheets) and the corresponding portion of the previous Fiscal Year, all certified (subject to the absence of footnotes and to normal year-end audit adjustments) as to fairness of presentation in accordance with GAAP by the chief financial officer or the chief accounting officer of the Borrower;(c)simultaneously with the delivery of each set of financial statements referred to in clauseÂ (a) or (b) above, a certificate, substantially in the form of ExhibitÂ C (a â€œCompliance Certificateâ€), of the chief financial officer, the treasurer or the chief accounting officer of the Borrower stating whether any Default exists on the date of such certificate and, if any Default then exists, setting forth the details thereof and the action which the Borrower is taking or proposes to take with respect thereto;(d)promptly after any of the chief executive, chief financial, chief operating, chief legal or chief accounting officer or the treasurer of the Borrower becomes aware of the occurrence of any Default, a certificate of the chief financial officer or the chief accounting officer of the Borrower setting forth the details thereof and the action which the Borrower is taking or proposes to take with respect thereto;(e)promptly upon the public filing thereof, copies of all registration statements (other than the exhibits thereto and any registration statements on Form S-8 or its equivalent) and annual, quarterly or monthly reports which the Borrower shall have filed with the Securities and Exchange Commission;(f)if and when the Borrower or any member of the Controlled Group (i) gives or is required to give notice to the PBGC of any â€œreportable eventâ€ (as defined in Section 4043 of ERISA) with respect to any Plan which might constitute grounds for a termination of such Plan under Title IV of ERISA, or knows that the plan administrator of any Plan has given or is required to give notice of any such reportable event, a copy of the notice of such reportable event given or required to be given to the PBGC; (ii) receives notice of complete or partial withdrawal liability under Title IV of ERISA, a copy of such notice; or (iii) receives notice from the PBGC under Title IV of ERISA of an intent to terminate or appoint a trustee to administer any Plan, a copy of such notice, in each case of clausesÂ (i) through (iii), where such event or occurrence (or the circumstances that are the subject of any such notice), either individually or in the aggregate with all other such events or occurrences (or the circumstances that are the subject of any such notice) described in this clauseÂ (f), would be reasonably likely to give rise to a Material Adverse Effect; and43(g)as applicable, from time to time such additional information regarding the financial position or business of the Borrower and its Subsidiaries, or such other information concerning the Borrower and its Subsidiaries as may be required under any applicable â€œknow your customerâ€ laws, in each case, as the Administrative Agent, at the request of any Bank, may reasonably request; provided, however, that in any event the Borrower shall not be obligated to deliver any such information to the extent delivery thereof could compromise any attorney-client privilege or that would cause undue expense or burden for the Borrower to obtain or prepare.Information required to be delivered to the Administrative Agent pursuant to this SectionÂ 5.01 shall be deemed to have been delivered to the Administrative Agent, and by the Administrative Agent to the Banks, if such information shall have been posted on the Platform or shall be publicly available on the website of the Securities and Exchange Commission at http://www.sec.gov (or any replacement, successor or substitute therefor). Information required to be delivered pursuant to this SectionÂ 5.01 may also be delivered by electronic communications pursuant to procedures approved by the Administrative Agent.SECTION 5.02.Inspection of Property. The Borrower will permit, and cause each Subsidiary to permit, representatives of the Administrative Agent at the Banksâ€™ expense and limited to once per year prior to the occurrence of an Event of Default and at the Borrowerâ€™s expense after the occurrence of an Event of Default to visit and inspect any of their respective properties, to examine and make abstracts from any of their respective books and records relevant in the reasonable judgment of the Administrative Agent to an assessment of the Borrowerâ€™s creditworthiness, and to discuss their respective affairs, finances and accounts with their respective officers, employees and independent public accountants; provided that the Borrower shall be given the opportunity to participate in any discussions with the Borrowerâ€™s independent public accountants; and provided, further, that if in the Borrowerâ€™s judgment the disclosure of any requested information would compromise any attorney-client privilege, privilege afforded to attorney work product or similar privilege, the Borrower shall make available redacted versions of requested documents or, if unable to do so consistent with the preservation of such privilege, shall endeavor in good faith otherwise to disclose information responsive to the Administrative Agentâ€™s requests in a manner that will protect such privilege. The Borrower agrees to cooperate and assist in such visits and inspections, in each case at such reasonable times as may reasonably be requested.44SECTION 5.03.Negative Pledge. Neither the Borrower nor any Consolidated Subsidiary will create, assume or suffer to exist any Lien on any asset now owned or hereafter acquired by it, except:(a)Liens existing on the date of this Agreement securing Debt outstanding on the date of this Agreement;(b)any Lien existing on any asset of any Person at the time such Person becomes a Consolidated Subsidiary and not created in contemplation thereof; (c)any Lien on any asset securing Debt incurred or assumed for the purpose of financing all or any part of the cost of acquiring or constructing such asset (or effecting any repairs, improvements or additions to such asset); provided that such Lien attaches to such asset concurrently with or within 18 months after the acquisition or completion of construction, repair or improvement thereof;(d)any Lien on any asset of any Person existing at the time such Person is merged or consolidated with or into, or otherwise acquired by, the Borrower or a Consolidated Subsidiary and not created in contemplation of such event;(e)any Lien existing on any asset prior to the acquisition thereof by the Borrower or a Consolidated Subsidiary and not created in contemplation of such acquisition;(f)Liens securing Debt owing by any Subsidiary to the Borrower or another Subsidiary;(g)any Lien arising out of the refinancing, extension, renewal or refunding of any Debt secured by any Lien permitted by any of the foregoing paragraphs of this Section; provided that (i)Â such Debt is not secured by any additional assets, and (ii)Â the amount of such Debt secured by any such Lien is not increased (other than by the amount of accrued interest, fees and transactions costs);(h)Liens incidental to the conduct of its business or the ownership of its assets which (i)Â do not secure Debt and (ii)Â do not, in the aggregate, materially detract from the value of the assets of the Borrower and its Subsidiaries, taken as a whole, or materially adversely impair the business operations of the Borrower and its Subsidiaries, taken as a whole;(i)any Lien on Margin Stock;(j)Liens arising from any synthetic lease transaction pursuant to which the Borrower or any of its Subsidiaries is a lessee;(k)Liens securing the obligations and liabilities of the Borrower hereunder; 45(l)any Liens on fixed or capital assets securing capital lease obligations of the Borrower or any Subsidiary; provided that such Liens shall only apply to the assets subject to such capital leases (and the proceeds and products thereof); and (m)Liens not otherwise permitted by the foregoing paragraphs of this Section securing Debt or other obligations in an aggregate amount at any time outstanding not to exceed 12.5% of Consolidated Net Tangible Assets;provided, however, that all Liens permitted by the foregoing clausesÂ (a) throughÂ (i) and clause Â (m) shall at no time secure Debt in an aggregate amount greater than 15% of Consolidated Net Tangible Assets.SECTION 5.04.Maintenance of Existence. The Borrower shall maintain its corporate existence, except as permitted by SectionÂ 5.05. The Borrower shall carry on its businesses (directly or through its Subsidiaries) in all material respects in substantially the same manner and in substantially the same fields as such businesses are now carried on (or other fields reasonably related thereto or that are reasonable extensions thereof).SECTION 5.05.Consolidations, Mergers and Sales of Assets. The Borrower will not consolidate with or merge into any other Person, or sell, lease or otherwise transfer (or permit its Subsidiaries to sell, lease or otherwise transfer) assets constituting all or substantially all the assets of the Borrower and its Subsidiaries to any other Person; provided that the Borrower may consolidate or merge with another Person if (a)Â such Person is solvent and organized under the laws of the United States of America or one of its states, (b)Â the Borrower is the corporation surviving such merger or consolidation and (c)Â immediately after giving effect to such merger or consolidation, no Event of Default shall have occurred and be continuing.SECTION 5.06.Use of Proceeds.(a)The Borrower will use the proceeds of the Loans for working capital and other general corporate purposes of the Borrower and its Subsidiaries. No portion of the proceeds of the Loans will be used by the Borrower or any Subsidiary for any purpose which would result in the violation of RegulationÂ U.(b)No part of the proceeds of any Loan will knowingly be used by the Borrower or any Subsidiary, whether directly or indirectly, (i)Â in furtherance of an offer, payment, promise to pay, authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (ii)Â for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person or in any Sanctioned Country in violation of Sanctions or (iii)Â in any manner that would result in the violation by the Borrower or any Subsidiary of any applicable Sanctions.SECTION 5.07.Compliance with Laws; Payment of Taxes. The Borrower will, and will cause each of its Subsidiaries and each member of the Controlled Group to, comply with applicable laws (including but not limited to ERISA), regulations and similar requirements of governmental authorities (including but not limited to PBGC), except where the necessity of such compliance is being contested in good faith through appropriate proceedings or where the 46failure to so comply would not reasonably be expected to have or cause a Material Adverse Effect. The Borrower will, and will cause each of its Subsidiaries to, pay promptly when due all Taxes, assessments, governmental charges, claims for labor, supplies, rent and other obligations which, if unpaid, would become a lien against the property of the Borrower or any of their Subsidiaries, except (i)Â liabilities being contested in good faith and against which, if requested by the Administrative Agent, the Borrower will set up reserves in accordance with GAAP or (ii)Â where the failure so to pay would not reasonably be expected to have or cause a Material Adverse Effect. The Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.ARTICLE VIDEFAULTSSECTION 6.01.Events of Default. If one or more of the following events (â€œEvents of Defaultâ€) shall have occurred and be continuing:(a)the Borrower shall fail to pay when due any principal of any Loan or shall fail to pay any interest on any Loan within fiveÂ (5) Business Days after such interest shall become due, or shall fail to pay any fee or other amount payable hereunder within fiveÂ (5) Business Days after such fee or other amount becomes due; (b)the Borrower shall fail to observe or perform any covenant contained in SectionsÂ 5.03 to 5.06, inclusive; (c)the Borrower shall fail to observe or perform any covenant or agreement contained or incorporated by reference in this Agreement (other than those covered by clauseÂ (a) or (b) above) and such failure shall not have been cured within 30 days after the earlier to occur of (i)Â written notice thereof being given to the Borrower by the Administrative Agent at the request of any Bank or (ii)Â any of the chief executive, chief financial, chief operating, chief legal or chief accounting officer of the Borrower otherwise becoming aware of any such failure; (d)any representation, warranty, certification or statement made by the Borrower in ArticleÂ IV-A of this Agreement or in any certificate, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect or misleading in any material respect when made (or deemed made); (e)the Borrower or any Significant Subsidiary shall fail to make any payment in respect of Debt (exclusive of Debt owing between and among the Borrower and its Subsidiaries) outstanding in an aggregate amount in excess of $300,000,000 (other than Debt hereunder) when due or within any applicable grace period; 47(f)any event or condition shall occur which results in the acceleration of the maturity of Debt for money borrowed outstanding in an aggregate amount in excess of $300,000,000 of the Borrower or any Significant Subsidiary (including, without limitation, pursuant to any required mandatory prepayment or â€œputâ€ of such Debt to the Borrower or any Significant Subsidiary by reason of the breach by the Borrower or a Significant Subsidiary of a term or provision contained in the agreement or instrument evidencing such Debt);(g)the Borrower or any Significant Subsidiary shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing; (h)an involuntary case or other proceeding shall be commenced against the Borrower or any Significant Subsidiary seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 90 days; or an order for relief shall be entered against the Borrower or any Significant Subsidiary under the federal bankruptcy laws as now or hereafter in effect; (i)one or more judgments or orders for the payment of money in an aggregate amount in excess of $300,000,000 (excluding any amount covered

by third party insurance or indemnification from a creditworthy third party as to which claims have been filed and the insurer or indemnitor has not denied coverage) shall be rendered against the Borrower or any Significant Subsidiary and such judgment or order shall continue unsatisfied, unbonded and unstayed for a period of 75 days; or(j)the Borrower or any member of the Controlled Group shall fail to pay when due any material amount which it shall have become liable to pay to the PBGC or to a Plan under Title IV of ERISA; or notice of intent to terminate a Plan or Plans shall be filed under Title IV of ERISA by the Borrower, any member of the Controlled Group, any plan administrator or any combination of the foregoing; or the PBGC shall institute proceedings under Title IV of ERISA to terminate or to cause a trustee to be appointed to administer any such Plan or Plans or a proceeding shall be instituted by a fiduciary of any such Plan or Plans to enforce Section 515 or 4219(c)(5) of ERISA and such proceeding shall not have been dismissed within 75Â days thereafter; or a condition shall exist by reason of which the PBGC would be entitled to obtain a decree adjudicating that any such Plan or Plans must be terminated; or a lien of the PBGC shall be filed against the Borrower or any Subsidiary under Section 4068 of ERISA and such liens shall remain undischarged for a period of 75Â days after the date of filing; and in each such case such event or circumstance, individually or in the aggregate with all other such events or 48circumstances described in this clauseÂ (j), would be reasonably likely to result in a Material Adverse Effect;then, and in every such event, the Administrative Agent shall (i)Â if requested by the Required Banks, by notice to the Borrower terminate the Commitments and they shall thereupon terminate, and (ii)Â if requested by the Required Banks, by notice to the Borrower, declare the Loans and the Notes (together with accrued interest thereon) to be, and the Loans and the Notes and all outstanding principal amounts hereunder and thereunder shall thereupon become, immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower, together with interest at the Default Rate accruing on the principal amount thereof from and after the date of such Event of Default and all other amounts due hereunder; provided that if any Event of Default specified in clauseÂ (g) or (h) above occurs with respect to the Borrower, without any notice to the Borrower or any other act by the Administrative Agent or the Banks, the Commitments shall thereupon terminate and the Loans and the Notes and all outstanding principal amounts hereunder and thereunder (together with accrued interest thereon) shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower, together with interest thereon at the Default Rate accruing on the principal amount thereof from and after the date of such Event of Default and all other amounts due hereunder. Notwithstanding the foregoing, the Administrative Agent shall have available to it all other remedies at law or equity, and shall exercise any one or all of them at the request of the Required Banks.SECTION 6.02.Notice of Default. The Administrative Agent shall give notice to the Borrower of any Default under SectionÂ 6.01(c), promptly upon being requested to do so by any Bank and shall thereupon notify all the Banks thereof.ARTICLE VIITHE ADMINISTRATIVE AGENTSECTION 7.01.Appointment, Powers and Immunities. Each Bank hereby irrevocably appoints and authorizes the Administrative Agent to act as the Administrative Agent hereunder and under the other Loan Documents with such powers as are specifically delegated to the Administrative Agent by the terms hereof and thereof, together with such other powers as are reasonably incidental thereto. The Administrative Agent: (a)Â shall have no duties or responsibilities except as expressly set forth in this Agreement and the other Loan Documents, and shall not by reason of this Agreement or any other Loan Document be a trustee for any Bank or be subject to any fiduciary or other implied duties to any Bank, regardless of whether a Default has occurred and is continuing (and it is understood and agreed that the use of the term â€œagentâ€ herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law, and that such term is used as a matter of market custom and is intended to create or reflect only an administrative relationship between contracting parties); (b)Â shall not be responsible to the Banks for any recitals, statements, representations or warranties contained in this Agreement or any other Loan Document, or in any certificate or other document referred to or provided for in, or received by 49any Bank under, this Agreement or any other Loan Document, or for the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or any other document referred to or provided for herein or therein or for any failure by the Borrower to perform any of its obligations hereunder or thereunder; (c)Â shall not be required to initiate or conduct any litigation or collection proceedings hereunder or under any other Loan Document except to the extent requested by the Required Banks, and then only on terms and conditions satisfactory to the Administrative Agent; (d)Â shall not have any duty to take any discretionary action or to exercise any discretionary power, except discretionary rights and powers expressly contemplated by the Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Banks (or such other number or percentage of the Banks as shall be necessary, or as the Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in the Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion, could expose the Administrative Agent to liability or be contrary to any Loan Document or applicable law; and (e)Â shall not be responsible to any Bank for any action taken or omitted to be taken by it hereunder or under any other Loan Document or any other document or instrument referred to or provided for herein or therein or in connection herewith or therewith, except for its own gross negligence or willful misconduct, as determined by a court of competent jurisdiction by a final and nonappealable judgment. The motivations of the Administrative Agent are commercial in nature and not to invest in the general performance or operations of the Borrower. The Administrative Agent may employ agents and attorneys-in-fact and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it with reasonable care.The provisions of this Article VII are solely for the benefit of the Administrative Agent and the Banks, and, except for its consent rights under SectionÂ 7.09, the Borrower shall not have any rights as a third party beneficiary of any of the provisions of this Article VII. In performing its functions and duties under this Agreement and under the other Loan Documents, the Administrative Agent shall act solely as administrative agent of the Banks and does not assume and shall not be deemed to have assumed any obligation towards or relationship of agency or trust with or for the Borrower.SECTION 7.02.Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon any certification, notice or other communication (including any thereof by telephone or email) believed by it to be genuine and correct and to have been signed or sent by or on behalf of the proper Person or Persons, and upon advice and statements of legal counsel, independent accountants or other experts selected by the Administrative Agent. As to any matters not expressly provided for by this Agreement or any other Loan Document, the Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, hereunder and thereunder in accordance with instructions signed by the Required Banks or such other number of Banks as is expressly required (or as the Administrative Agent shall in good faith believe to be required) hereby or thereby, and such instructions of the Required Banks or other Banks in any action taken or failure to act pursuant thereto shall be binding on all of the Banks.50SECTION 7.03.Defaults. The Administrative Agent shall not be deemed to have knowledge of the occurrence of a Default or an Event of Default unless the Administrative Agent has received notice from a Bank or the Borrower specifying such Default or Event of Default and stating that such notice is a â€œNotice of Defaultâ€. In the event that the Administrative Agent receives such a notice of the occurrence of a Default or an Event of Default, the Administrative Agent shall give prompt notice thereof to the Banks. The Administrative Agent shall (subject to SectionÂ 9.06) take such action hereunder with respect to such Default or Event of Default as shall be directed by the Required Banks; provided that the Administrative Agent shall not be required to take any action that, in its opinion, could expose the Administrative Agent to liability or be contrary to any Loan Document or applicable law; provided further that, unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Banks.SECTION 7.04.Rights of Administrative Agent as a Bank. With respect to the Loans made by it, JPMorgan in its capacity as a Bank hereunder shall have the same rights and powers hereunder as any other Bank and may exercise the same as though it were not acting as the Administrative Agent, and the term â€œBankâ€ or â€œBanksâ€ shall, unless the context otherwise indicates, include JPMorgan in its individual capacity. The Administrative Agent may (without having to account therefor to any Bank) accept deposits from, lend money to, act as the financial advisor for and generally engage in any kind of banking, trust or other business with the Borrower (and any of its Affiliates) as if it were not acting as the Administrative Agent, and the Administrative Agent may accept fees and other consideration from the Borrower (in addition to any agency fees and arrangement fees heretofore agreed to between the Borrower and the Administrative Agent) for services in connection with this Agreement or any other Loan Document or otherwise without having to account for the same to the Banks.SECTION 7.05.Indemnification. Each Bank severally agrees to indemnify the Administrative Agent, to the extent the Administrative Agent shall not have been reimbursed by the Borrower, for such Bankâ€™s pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including, without limitation, counsel fees and disbursements) or disbursements of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Administrative Agent in any way relating to or arising out of this Agreement or any other Loan Document or any other documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby (excluding legal fees, to the extent excluded from the indemnification provisions of SectionÂ 9.04 pursuant to SectionÂ 9.04(b)(v), and, unless an Event of Default has occurred and is continuing, the normal administrative costs and expenses incident to the performance of its agency duties hereunder) or the enforcement of any of the terms hereof or thereof or any such other documents; provided, however, that no Bank shall be liable for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of the Administrative Agent, as determined by a court of competent jurisdiction by a final and nonappealable judgment. If any indemnity furnished to the Administrative Agent for any purpose shall, in the opinion of the Administrative Agent, be insufficient or become impaired, the Administrative Agent may call for additional indemnity and cease, or not commence, to do the acts indemnified against until such 51additional indemnity is furnished. For purposes hereof, a Bankâ€™s â€œpro rata shareâ€ shall be determined based upon its share of the sum of the total Loans and the unused Commitments at the time. SECTION 7.06.CONSEQUENTIAL DAMAGES. THE ADMINISTRATIVE AGENT SHALL NOT BE RESPONSIBLE OR LIABLE TO ANY BANK, THE BORROWER OR ANY OTHER PERSON FOR ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHICH MAY BE ALLEGED AS A RESULT OF THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. WITHOUT LIMITING OR OTHERWISE IMPAIRING THE BORROWERâ€™S INDEMNIFICATION OBLIGATIONS FOR THIRD-PARTY CLAIMS UNDER SECTIONÂ 9.04, THE BORROWER SHALL NOT BE RESPONSIBLE OR LIABLE TO THE ADMINISTRATIVE AGENT, ANY BANK OR ANY OTHER PERSON FOR ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHICH MAY BE ALLEGED AS A RESULT OF THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.SECTION 7.07.Nonreliance on Administrative Agent and Other Banks. Each Bank acknowledges and agrees that (a) the Loan Documents set forth the terms of a commercial lending facility, (b) in participating as a Bank, it is engaged in making, acquiring or holding commercial loans and in providing other facilities set forth herein as may be applicable, to such Bank, in each case in the ordinary course of business, and not for the purpose of investing in the general performance or operations of the Borrower, or for the purpose of purchasing, acquiring or holding any other type of financial instrument such as a security (and each Bank agrees not to assert a claim in contravention of the foregoing, such as a claim under the federal or state securities laws), (c) it has, independently and without reliance on the Administrative Agent, any Arranger, any other Bank or their respective Related Parties, and based on such documents and information as it has deemed appropriate, made its own credit analysis of the Borrower and decision to enter into this Agreement and that it will, independently and without reliance upon the Administrative Agent, any Arranger, any other Bank or their respective Related Parties, and based on such documents and information as it shall deem appropriate at the time, continue to make its own analysis and decisions in taking or not taking action under this Agreement or any of the other Loan Documents and (d) it is sophisticated with respect to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable to such Bank, and either it, or the Person exercising discretion in making its decision to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Bank, the Administrative Agent may presume that such condition is satisfactory to such Bank unless the Administrative Agent shall have received notice to the contrary from such Bank prior to the making of such Loan. The Administrative Agent shall not be required to keep itself informed as to the performance or observance by the Borrower of this Agreement or any of the other Loan Documents or any other document referred to or provided for herein or therein or to inspect the properties or books of the Borrower or any other Person. Except for notices, reports and other documents and information expressly required to be furnished to the Banks by the Administrative Agent hereunder or under 52the other Loan Documents, the Administrative Agent shall not have any duty or responsibility to provide any Bank with any credit or other information concerning the affairs, financial condition or business of the Borrower or any other Person (or any of their Affiliates) which may come into the possession of the Administrative Agent or any of its Affiliates in any capacity.SECTION 7.08.Failure to Act. Except for action expressly required of the Administrative Agent hereunder or under the other Loan Documents, the Administrative Agent shall in all cases be fully justified in failing or refusing to act hereunder and thereunder unless it shall receive further assurances to its satisfaction by the Banks of their indemnification obligations under Section 7.05 against any and all liability and expense which may be incurred by the Administrative Agent by reason of taking, continuing to take, or failing to take any such action.SECTION 7.09.Resignation or Removal of Administrative Agent. Subject to the appointment and acceptance of a successor Administrative Agent as provided below, the Administrative Agent may resign at any time by giving notice thereof to the Banks and the Borrower and the Administrative Agent may be removed at any time by the Required Banks if the Person serving as Administrative Agent is a Defaulting Bank pursuant to clauseÂ (d) of the definition thereof. Upon any such resignation or removal, the Required Banks shall have the right to appoint a successor Administrative Agent; provided, that, so long as no Event of Default shall have occurred and then be continuing, the Borrower shall have the right to consent to any successor Administrative Agent (which consent (x)Â in the case of any Bank being appointed successor Administrative Agent, shall not be unreasonably withheld, and (y)Â in the case of the appointment of any other Person as successor Administrative Agent, may be withheld in the discretion of the Borrower). If no successor Administrative Agent shall have been so appointed by the Required Banks and shall have accepted such appointment within 30Â days after the retiring Administrative Agentâ€™s notice of resignation or the Required Banksâ€™ removal of the retiring Administrative Agent, then the retiring or removed Administrative Agent may, on behalf of the Banks, appoint a successor Administrative Agent. Any successor Administrative Agent shall be a bank which has a combined capital and surplus of at least $1,000,000,000. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Administrative Agent, and the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder. After any retiring or removed Administrative Agentâ€™s resignation or removal hereunder as Administrative Agent, the provisions of this Article VII and SectionsÂ 9.03 and 9.04 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as the Administrative Agent hereunder.53SECTION 7.10.Certain Named Parties. Notwithstanding anything herein to the contrary, no Person named on the cover page of this Agreement as a Joint Lead Arranger and Joint Bookrunner or the Syndication Agent shall, in its capacity as such, have any duties or obligations under this Agreement or any other Loan Document.SECTION 7.11.Acknowledgements of Banks. (a) Each Bank hereby agrees that (i)Â if the Administrative Agent notifies such Bank that the Administrative Agent has determinedÂ in its sole discretion that any funds received by such Bank from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a â€œPaymentâ€) were erroneously transmitted to such Bank (whether or not known to such Bank), and demands the return of such Payment (or a portion thereof), such Bank shall promptly, but in no event later than one Business Day thereafter (or such later date as the Administrative Agent may, in its sole discretion, specify in writing), return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from and including the date such Payment (or portion thereof) was received by such Bank to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect, and (ii)Â to the extent permitted by applicable law, such Bank shall not assert, and hereby waives, as to the Administrative Agent, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Payments received, including without limitation any defense based on â€œdischarge for valueâ€ or any similar doctrine. A notice of the Administrative Agent to any Bank under this SectionÂ 7.11(a) shall be conclusive, absent manifest error.(b)Each Bank hereby further agrees that if it receives a Payment from the Administrative Agent or any of its Affiliates (i)Â that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Payment (a â€œPayment Noticeâ€) or (ii)Â that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Bank agrees that, in each such case, or

if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Bank shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one Business Day thereafter (or such a later date as the Administrative Agent may, in its sole discretion, specify in writing), return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from and including the date such Payment (or portion thereof) was received by such Bank to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.54(c)The Borrower hereby agree that (x)Â in the event an erroneous Payment (or portion thereof) is not recovered from any Bank that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Bank with respect to such amount and (y)Â an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any obligations owed by the Borrower under the Loan Documents, except to the extent such erroneous Payment is, and solely with respect to the amount of such erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrower for the purpose of satisfying the obligations of the Borrower under the Loan Documents; provided that this Section 7.11(c) shall not be interpreted to increase (or accelerate the due date for), or have the effect of increasing (or accelerating the due date for), any obligations of the Borrower under the Loan Documents relative to the amount (and/or timing for payment) of such obligations that would have been payable had such erroneous Payment not been made by the Administrative Agent.(d)Each partyâ€™s obligations under this SectionÂ 7.11 shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Bank, the termination of the Commitments or the repayment, satisfaction or discharge of all obligations under any Loan Document.ARTICLE VIIICHANGE IN CIRCUMSTANCES; COMPENSATIONSECTION 8.01.Basis for Determining Interest Rate Inadequate or Unfair. (a) Subject to clauseÂ (b) of this Section, if:(i)Â Â Â Â the Administrative Agent reasonably and in good faith determines (which determination shall be conclusive absent manifest error) (A)Â prior to the commencement of any Interest Period for a Term SOFR Borrowing, that adequate and reasonable means do not exist for ascertaining the Adjusted Term SOFR (including, without limitation, because the Term SOFR Reference Rate is not available or published on a current basis) for such Interest Period or (B)Â at any time, that adequate and reasonable means do not exist for ascertaining the Adjusted Daily Simple SOFR; or(ii)Â Â Â Â the Required Banks advise the Administrative Agent (A)Â prior to the commencement of any Interest Period for a Term SOFR Borrowing, that the Adjusted Term SOFR for such Interest Period will not adequately and fairly reflect the cost to such Banks of funding or maintaining their Loans included in such Borrowing for such Interest Period or (B)Â at any time, that the Adjusted Daily Simple SOFR will not adequately and fairly reflect the cost to such Banks of funding or maintaining Daily Simple SOFR Loans;55the Administrative Agent shall forthwith give notice thereof to the Borrower and the Banks, whereupon, until (x) the Administrative Agent notifies the Borrower that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers a new request for conversion in accordance herewith, any request for the borrowing of, conversion to or continuation of a Term SOFR Borrowing shall instead be deemed to be a request for the borrowing of or conversion to (A) a Daily Simple SOFR Borrowing so long as the Adjusted Daily Simple SOFR is not also the subject of Section 8.01(a)(i) or 8.01(a)(ii) or (B) a Base Rate Borrowing if the Adjusted Daily Simple SOFR also is the subject of Section 8.01(a)(i) or 8.01(a)(ii) above.Â Furthermore, if any Term SOFR Loan or Daily Simple SOFR Loan is outstanding on the date of the Borrowerâ€™s receipt of the notice from the Administrative Agent referred to in this Section 8.01(a) with respect to a Relevant Rate applicable to such Term SOFR Loan or Daily Simple SOFR Loan, then until (x) the Administrative Agent notifies the Borrower that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers a new request for a borrowing or conversion in accordance herewith, (1) any Term SOFR Loan shall on the last day of the Interest Period applicable to such Loan convert to, and shall constitute, (x) a Daily Simple SOFR Loan so long as the Adjusted Daily Simple SOFR is not also the subject of Section 8.01(a)(i) or 8.01(a)(ii) or (y) a Base Rate Loan if the Adjusted Daily Simple SOFR also is the subject of Section 8.01(a)(i) or 8.01(a)(ii) and (2) any Daily Simple SOFR Loan shall, on such date, convert to, and shall constitute, a Base Rate Loan.(b)(i)Â Â Â Â Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any other Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Banks without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Banks comprising the Required Banks. (ii)Â Â Â Â Notwithstanding anything to the contrary herein or in any other Loan Document, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.(iii)Â Â Â Â The Administrative Agent will promptly notify the Borrower and the Banks of (A) any occurrence of a Benchmark Transition Event, (B) the implementation of any Benchmark Replacement, (C) the effectiveness of any Benchmark Replacement Conforming Changes, (D) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (iv) below and (E) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be 56made by the Administrative Agent or, if applicable, any Bank (or group of Banks) pursuant to this Section 8.01, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 8.01.(iv)Â Â Â Â Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate (including the Term SOFR) and either (x) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (y) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of â€œInterest Periodâ€ for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (B) if a tenor that was removed pursuant to clause (A) above either (x) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (y) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of â€œInterest Periodâ€ for all Benchmark settings at or after such time to reinstate such previously removed tenor.(v)Â Â Â Â Upon the Borrowerâ€™s receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a borrowing of, conversion to or continuation of any Term SOFR Borrowing to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any request for a borrowing of, or conversion to, any Term SOFR Borrowing into a request for a borrowing of or conversion to (A) a Daily Simple SOFR Borrowing so long as the Adjusted Daily Simple SOFR is not the subject of a Benchmark Transition Event or (B) a Base Rate Borrowing if the Adjusted Daily Simple SOFR is the subject of a Benchmark Transition Event. Furthermore, if any Term SOFR Loan is outstanding on the date of the Borrowerâ€™s receipt of notice of the commencement of a Benchmark Unavailability Period with respect to Term SOFR, then until such time as a Benchmark Replacement is implemented pursuant to this Section 8.01(b), any Term SOFR Loan shall on the last day of the Interest Period applicable to such Loan convert to, and shall constitute, (x) a Daily Simple SOFR Loan so long as the Adjusted Daily Simple SOFR is not the subject of a Benchmark Transition Event or (y) a Base Rate Loan if the Adjusted Daily Simple SOFR is the subject of a Benchmark Transition Event, on such day. 57SECTION 8.02.Illegality. If, after the date hereof, the adoption or taking effect of any applicable law, rule or regulation, or any change in any applicable law, rule or regulation, or any change in the official interpretation or official administration thereof by any Governmental Authority charged with the interpretation or administration thereof (any such event being referred to as a â€œChange of Lawâ€), or compliance by any Bank (or its Lending Office) with any request or directive (whether or not having the force of law) of any Governmental Authority shall make it illegal or impossible for any Bank (or its Lending Office) to make, maintain or fund its Term SOFR Loans and such Bank shall so notify the Administrative Agent, the Administrative Agent shall forthwith give notice thereof to the other Banks and the Borrower, whereupon until such Bank notifies the Borrower and the Administrative Agent that the circumstances giving rise to such suspension no longer exist, (a) the obligation of such Bank to make Term SOFR Loans shall be suspended (and, in the case of any request for a Term SOFR Borrowing, such Bankâ€™s ratable share thereof shall be funded as (i) solely if the Adjusted Daily Simple SOFR is not the subject of Section 8.01(a)(i) or 8.01(a)(ii) and it is not illegal or impossible for such Bank to fund and maintain Daily Simple SOFR Loans, a Daily Simple SOFR Loan or (ii) otherwise, a Base Rate Loan (the interest rate on which Base Rate Loan of such Bank shall, if necessary to avoid such illegality (as specified by such Bank in such notice), be determined by the Administrative Agent without reference to the Adjusted Term SOFR component of the Base Rate)) and (b) any outstanding Term SOFR Loans of such Bank shall, if so requested by such Bank in such notice, immediately convert to (i) solely if the Adjusted Daily Simple SOFR is not the subject of Section 8.01(a)(i) or 8.01(a)(ii) and it is not illegal or impossible for such Bank to fund and maintain Daily Simple SOFR Loans, Daily Simple SOFR Loans and (ii) otherwise, Base Rate Loans (the interest rate on which Base Rate Loans of such Bank shall, if necessary to avoid such illegality (as specified by such Bank in such notice), be determined by the Administrative Agent without reference to the Adjusted Term SOFR component of the Base Rate), with such Daily Simple SOFR Loans or Base Rate Loans participating ratably in all prepayments and repayments of the applicable Term SOFR Borrowing and with accrued interest on such Daily Simple SOFR Loans or Base Rate Loans being payable contemporaneously with the payment of accrued interest on the related Term SOFR Loans of the other Banks. Before giving any notice to the Administrative Agent pursuant to this Section, such Bank shall designate a different Lending Office if such designation will avoid the need for giving such notice and will not, in the reasonable judgment of such Bank, be otherwise materially disadvantageous to such Bank. For purposes of this Agreement, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a â€œChange of Lawâ€, regardless of the date enacted, adopted, promulgated or issued.58SECTION 8.03.Increased Cost and Reduced Return. (a) If after the date hereof, a Change of Law or compliance by any Bank (or its Lending Office) with any official request or directive (whether or not having the force of law) of any Governmental Authority:(i)Â Â Â Â shall subject any Bank (or its Lending Office) to any Taxes on its Loans or Notes, or its obligation to make Loans (or its related deposits, reserves, other liabilities or capital directly attributable, including through the use of reasonable averaging and attribution methods, to the foregoing), or shall change the basis of taxation of payments to any Bank (or its Lending Office) of the principal of or interest on its Loans or any other amounts due under this Agreement in respect of its Loans or its obligation to make Loans (but excluding any Excluded Taxes or Indemnified Taxes and without duplication of any amount due under SectionÂ 2.13); or(ii)Â Â Â Â shall impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance premium or similar requirement (including, without limitation, any such requirement imposed by the Board of Governors of the Federal Reserve System) against assets of, deposits with or for the account of, or credit extended by, any Bank (or its Lending Office) that is directly attributable, including through the use of reasonable averaging and attribution methods, to any Commitment or Loan; or(iii)Â Â Â Â shall impose on any Bank (or its Lending Office) or on the United States or applicable offshore market any other condition directly affecting such Bankâ€™s (or its Lending Officeâ€™s) ability to make Loans or its obligation to make Loans, or such Bankâ€™s Notes;and the result of any of the foregoing is to increase the cost to such Bank (or its Lending Office) of making or maintaining any Loan, or to reduce the amount of any sum received or receivable by such Bank (or its Lending Office) under this Agreement or under its Notes with respect thereto, by an amount reasonably determined by such Bank to be material and directly attributable to such Change of Law or compliance with such official request or directive, then within fifteen (15) days after demand by such Bank (with a copy to the Administrative Agent), the Borrower shall pay to such Bank such additional amount or amounts as will compensate such Bank for such increased cost or reduction; provided that no such amount may be claimed by any Bank which is attributable to periods prior to the date which is sixty (60) days preceding the date on which the officer of the Bank having primary responsibility for asset liability management shall have obtained actual knowledge of such demand; provided, further, that the Borrowerâ€™s payment of any such claim shall be conditioned on the delivery of written certification of such direct and material increase in costs or reduction in sum received or receivable as provided in SectionÂ 8.03(c) hereof.(b)If any Bank shall have determined that after the date hereof a Change of Law regarding capital adequacy or liquidity, or compliance by such Bank (or its Lending Office), or any Person controlling such Bank with any official written request or directive regarding capital adequacy or liquidity (whether or not having the force of law) of any Governmental Authority, has or would have the effect of reducing the rate of return on such Bankâ€™s or such controlling Personâ€™s capital as a consequence of its obligations hereunder to a level below that which such 59Bank or such controlling Person could have achieved but for such Change of Law (taking into consideration such Bankâ€™s or such controlling Personâ€™s policies with respect to capital adequacy and liquidity) by an amount reasonably determined by such Bank or such controlling Person to be material and directly attributable to such Change of Law or compliance with such official request or directive, then from time to time, within 15Â days after demand by such Bank or such controlling Person, the Borrower shall pay to such Bank such additional amount or amounts as will compensate such Bank or such controlling Person for such reduction to the extent directly attributable, including through the use of reasonable averaging and attribution methods, to the Commitments or any Loans; provided that no such amount may be claimed by any Bank which is attributable to periods prior to the date which is sixty (60) days preceding the date on which the officer of the Bank having primary responsibility for asset liability management shall have obtained actual knowledge of such demand; provided, further, that the Borrowerâ€™s payment of any such claim shall be conditioned on the delivery of written certification of such direct and material increase in costs or reduction in sum received or receivable as provided in SectionÂ 8.03(c) hereof.(c)Each Bank will promptly notify the Borrower and the Administrative Agent of any event of which its officer having primary responsibility for asset liability management has knowledge, which occurs or is expected to occur after the date hereof, as a result of which such Bank has determined to claim compensation pursuant to this Section and will designate a different Lending Office if such designation will avoid the need for, or reduce the amount of, such compensation and will not, in the reasonable judgment of such Bank, be otherwise materially disadvantageous to such Bank. A certificate of any Bank claiming compensation under this Section and setting forth in reasonable detail the additional amount or amounts to be paid to it hereunder shall constitute rebuttable presumptive evidence of the amounts to be paid in the absence of manifest error. In determining such amount, such Bank may use any commercially reasonable averaging and attribution methods and a description of such methods (including material assumptions) shall be essential to the â€œreasonable detailâ€ set forth in such certificate or claim.(d)The provisions of this SectionÂ 8.03 shall (i)Â be applicable with respect to any Participant, Assignee or other Transferee, and any calculations required by such provisions shall be made based upon the circumstances of such Participant, Assignee or other Transferee and (ii)Â constitute a continuing agreement and shall survive the termination of this Agreement and the payment in full of the Loans and cancellation of the Notes.(e)If any Bank has demanded compensation under this Section 8.03 with respect to costs or reductions that arise solely with respect to its Term SOFR Loans, and the Borrower shall, by at least five (5) Business Daysâ€™ prior written notice to such Bank through the Administrative Agent, have elected that the provisions of this clause (e) shall apply to such Bank, then, unless and until such Bank notifies the Borrower that the circumstances giving rise to such demand for compensation no longer apply, (i) in the case of any request for a Term SOFR Borrowing, such Bankâ€™s ratable share thereof shall be funded as (A) solely if the Adjusted Daily Simple SOFR is not the subject of Section 8.01(a)(i) or 8.01(a)(ii) and it is not illegal or impossible for such Bank to fund and maintain Daily Simple SOFR Loans, a Daily Simple SOFR Loan or (B) otherwise, a Base Rate Loan and (ii) any outstanding Term SOFR Loans of such 60Bank shall, if so requested by the Borrower in such notice, immediately convert to (A) solely if the Adjusted Daily Simple SOFR is not the subject of Section 8.01(a)(i) or 8.01(a)(ii) and it is not illegal or impossible for such Bank to fund and maintain Daily Simple SOFR Loans, Daily Simple SOFR Loans and (B) otherwise, Base Rate Loans, with such Daily Simple SOFR Loans or Base Rate Loans participating ratably in all prepayments and repayments of the applicable Term SOFR Borrowing and with accrued interest on such Daily Simple SOFR Loans or Base Rate Loans being payable contemporaneously with the payment of accrued interest on the related Term SOFR Loans of the other Banks.SECTION 8.04.[Reserved.]SECTION 8.05.Compensation. Upon the request of any Bank, delivered to the Borrower and the Administrative Agent, the Borrower shall pay to such Bank such amount or amounts as shall compensate such Bank for any actual loss, cost or expense

incurred by such Bank (but excluding therefrom any loss of margin) as a result of:(a)any payment or prepayment (pursuant to SectionÂ 8.02 or otherwise) of a Term SOFR Loan on a date other than the last day of an Interest Period for such Loan; or(b)any failure by the Borrower to borrow (other than due to a refusal by the Administrative Agent or any of the Banks to fund under Section 2.02(d) notwithstanding satisfaction of the conditions set forth in Section 3.02), a Term SOFR Loan on the date for the Term SOFR Borrowing of which such Term SOFR Loan is a part specified in the applicable Notice of Borrowing delivered pursuant to SectionÂ 2.02.SECTION 8.06.Replacement of Banks. If any Bank shall request compensation under SectionÂ 8.03, or seek reimbursement for Taxes pursuant to SectionÂ 2.12, or if any Bank becomes a Defaulting Bank or shall not be required to fund Term SOFR Loans as a result of the operation of SectionÂ 8.02, then the Borrower may, at its sole expense and effort, upon notice to such Bank and the Administrative Agent, (i)Â terminate the Commitment of such Bank and repay in full all principal of and accrued interest on the Loans of such Bank, and all accrued fees and other amounts then owing by the Borrower to such Bank hereunder, in each case without any obligation to terminate any Commitment, or prepay any Loan, of any other Bank, it being understood and agreed that from and after the effectiveness of any such termination and repayment, such Bank shall be deemed to no longer be a â€œBankâ€ hereunder or a party hereto, provided that any such Bank shall retain the benefit of indemnification and other provisions hereof which, by the terms hereof, would survive a termination of this Agreement, provided, further, that if, after giving effect to such termination and repayment, the aggregate outstanding principal amount of all Loans shall exceed the Total Revolving Credit Commitment then in effect, then the Borrower shall, concurrently with such termination and repayment, prepay, in accordance with SectionÂ 2.10, one or more Borrowings in an amount necessary to eliminate such excess, or (ii)Â require such Bank to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, SectionÂ 9.07), all of its interests, rights and obligations under this Agreement and the other Loan Documents to an Assignee that shall assume such obligations (which Assignee may be another Bank, if a Bank accepts such assignment), provided that, in the case of clauseÂ (ii):61(a)the Borrower shall have paid to the Administrative Agent the assignment fee (if any) specified in SectionÂ 9.07;(b)such Bank shall have received payment of an amount equal to the outstanding principal of its Loans, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents from the Assignee;(c)in the case of any such assignment resulting from a claim for compensation under SectionÂ 8.03 or payments required to be made pursuant to SectionÂ 2.12, such assignment shall result in a reduction in such compensation or payments thereafter; and(d)such assignment shall not conflict with applicable law.A Bank shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Bank or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.ARTICLE IXMISCELLANEOUSSECTION 9.01.Notices. (a) All notices, requests and other communications to any party hereunder shall be in writing and shall be given to such party at its address or e-mail set forth on ScheduleÂ 9.01 or such other address or e-mail as such party may hereafter specify for the purpose by notice to each other party (or, in the case of any Bank, to the Borrower and the Administrative Agent). Notices, requests and other communications to the Banks hereunder may be delivered or furnished, in addition to e-mail, by electronic communications (including Internet and the Platform) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices under ArticleÂ II to any Bank if such Bank has notified the Administrative Agent that it is incapable of receiving notices under such Article by such electronic communication. Each such notice, request or other communication shall be effective (i)Â if given by mail, 72Â hours after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, (ii)Â if given by e-mail, upon the senderâ€™s receipt of an acknowledgment from the intended recipient (such as by the â€œreturn receipt requestedâ€ function, as available, return e-mail or other written acknowledgment), provided that if such notice, request or other communication is not sent during the normal business hours of the recipient, such notice, request or other communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, (iii)Â if posted to an Internet or intranet website, including the Platform, upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clauseÂ (ii) of notification that such notice, request or other communication is available and identifying the website address therefor or (iv)Â if given by any other means, when delivered at the address specified in this Section; provided that notices, requests and other communications to the Administrative Agent under ArticleÂ II or ArticleÂ VIII shall not be effective until received.62(b)The Administrative Agent may, but shall not be obligated to, make any Communication to the Banks by posting such Communication on Debt Domain, IntraLinks, SyndTrak or a similar electronic transmission system (the â€œPlatformâ€). The Platform is provided â€œas isâ€ and â€œas availableâ€. Neither the Administrative Agent nor any of its Related Parties warrants, or shall be deemed to warrant, the adequacy of the Platform, and the Administrative Agent expressly disclaims liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made, or shall be deemed to be made, by the Administrative Agent or any of its Related Parties in connection with the Communications or the Platform. In no event shall the Administrative Agent or any of its Related Parties have any liability to the Borrower, any Bank or any other Person for damages of any kind (whether in tort, contract or otherwise), arising out of the Borrowerâ€™s or the Administrative Agentâ€™s transmission of Communications through the Platform, except to the extent arising from such actions or omissions of the Administrative Agent with respect to such transmission of Communications as constitute bad faith, gross negligence or willful misconduct, as determined by a court of competent jurisdiction by a final and nonappealable judgment. The Administrative Agent is not responsible for approving or vetting the representatives or contacts of any Bank that are added to the Platform.SECTION 9.02.No Waivers. No failure or delay by the Administrative Agent or any Bank in exercising any right, power or privilege hereunder or under any Note or other Loan Document shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.SECTION 9.03.Expenses; Documentary Taxes. The Borrower shall pay (i)Â all reasonable out-of-pocket expenses actually incurred by the Administrative Agent, including fees and disbursements of outside counsel for the Administrative Agent, in connection with (A)Â the preparation of this Agreement and the other Loan Documents (on the terms set forth in the Commitment Letter dated April 9, 2024, entered into among the Borrower and JPMorgan) and (B)Â any waiver or consent hereunder or thereunder or any amendment hereof or thereof or any Default or alleged Default hereunder or thereunder and (ii)Â if a Default occurs, all reasonable out-of-pocket expenses reasonably incurred by the Administrative Agent and the Banks, including reasonable fees and disbursements of counsel, in connection with such Default and collection and other enforcement proceedings resulting therefrom, including out-of-pocket expenses incurred in enforcing this Agreement and the other Loan Documents. The Borrower shall indemnify the Administrative Agent and each Bank against any transfer, documentary, stamp and similar Taxes, assessments or charges made by any Governmental Authority by reason of the execution and delivery of this Agreement or the other Loan Documents.63SECTION 9.04.Indemnification; Limitation of Liability. (a) Subject to the provisions of paragraphsÂ (b) and (d) below, the Borrower shall indemnify the Administrative Agent, the Banks and their respective Related Parties (each an â€œIndemniteeâ€) from, and hold each of them harmless against, any and all losses, liabilities or damages to which any of them may become subject, insofar as such losses, liabilities or damages arise out of or result from:(i)Â Â Â Â any actions, suits, proceedings (including any investigations or inquiries, actual or threatened) or claims by third parties against or involving any Indemnitee related to the actual or proposed use by the Borrower of the proceeds of any extension of credit by any Bank hereunder or otherwise relating to this Agreement or any other Loan Document (collectively, â€œClaimsâ€ and individually, a â€œClaimâ€), or(ii)Â Â Â Â breach by the Borrower of this Agreement or any other Loan Document, or(iii)Â Â Â Â any actions taken by the Administrative Agent or any of the Banks to enforce this Agreement or any of the other Loan Documents against the Borrower at a time when an Event of Default shall have occurred and then be continuing, and the Borrower shall reimburse the Administrative Agent and each Bank, and each Affiliate thereof and their respective directors, officers, employees, partners, members and agents, upon demand for the reasonable out-of-pocket expenses (including, without limitation, reasonable legal fees) actually and reasonably incurred in connection with any such Claim, breach or action.(b)In no event shall the indemnity provided for in SectionÂ 9.04(a) extend to any losses, liabilities or damages or related expenses to the extent arising out of or resulting from (i)Â any Claim which is the subject matter of another indemnity provision (for which the Borrower is the indemnitor) of this Agreement, (ii)Â the willful misconduct or gross negligence of such Indemnitee, as determined by a final, non-appealable judgment of a court of competent jurisdiction, (iii)Â any breach by such Indemnitee of its representations or obligations under any Loan Document, as determined by a final, non-appealable judgment of a court of competent jurisdiction, (iv)Â the violation by such Indemnitee of any law, rule or regulation binding upon such Indemnitee (including without limitation any law, rule or regulation governing the operation of national banks, but excluding any violation of any law described in SectionÂ 4.11 or 5.06 hereof resulting from the use by the Borrower of proceeds of any extensions of credit made hereunder), as determined by a final, non-appealable judgment of a court of competent jurisdiction, (v)Â any costs, fees or expenses arising out of the acquisition or transfer by such Indemnitee of any interest in the Notes or the Loan Documents except any such transfer (x)Â in connection with the exercise of remedies hereunder in accordance with the terms of SectionÂ 6.01 hereof after the occurrence of an Event of Default or (y)Â occurring at the direction of the Borrower, (vi)Â any Claim with respect to which any Indemnitee has a right to participate in a proceeding with respect to such Claim, if such Indemnitee refuses to implead, to the extent reasonable and practicable, any party whom the Borrower believes is ultimately responsible with respect to such Claim or to assert, to the extent reasonable and practicable, any cross-claims the 64Borrower deems appropriate where it is not possible for the Borrower to assert such rights itself, (vii)Â any Claim arising from a dispute solely among Indemnitees not involving an act or omission of the Borrower or its Related Parties and not brought against the Administrative Agent, the Syndication Agent or any Arranger in its capacity or in fulfilling its role as such, or (viii)Â the economic assumptions underlying any Indemniteeâ€™s entry into the transactions contemplated by or related to this Agreement proving to be incorrect, thereby reducing the expected economic return to such Indemnitee, except to the extent such assumptions were based on representations of the Borrower herein or financial information provided by the Borrower pursuant hereto, or because the Borrowerâ€™s exercise of any of its rights hereunder in accordance with the terms of this Agreement decreases the expected economic return to such Indemnitee.(c)To the extent that the Borrower fails to pay any amount required to be paid by it to the Administrative Agent under SectionÂ 9.03 or 9.04(a), each Bank severally agrees to pay to the Administrative Agent such Bankâ€™s pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent in its capacity or in fulfilling its role as such. For purposes hereof, a Bankâ€™s â€œpro rata shareâ€ shall be determined based upon its share of the sum of the total Loans and the unused Commitments at the time.(d)The following shall apply to all claims for indemnity under this SectionÂ 9.04 (and under the Commitment Letter referred to in SectionÂ 9.03):(i)Â Â Â Â If any Indemnitee has actual knowledge of any Claim made against it that it is hereby indemnified against, it shall give prompt written notice thereof to the Borrower; provided, however, that the failure of an Indemnitee to give such notice shall not relieve the Borrower of its obligations hereunder, unless such failure prejudices the Borrowerâ€™s ability to contest such Claim in any material respect. Any payment made by the Borrower to an Indemnitee pursuant to this SectionÂ 9.04 shall not be deemed to be a waiver or release of any right or remedy (including any remedy of damages) the Borrower may have against such Indemnitee if, as a result of the failure by an Indemnitee to give the Borrower notice in accordance with the preceding sentence, the Borrower is prejudiced in any material respect in the exercise of its rights to contest the Claims indemnified against pursuant to this SectionÂ 9.04.(ii)Â Â Â Â Each Claim against an Indemnitee by a third party shall, if reasonably requested by the Borrower, be contested by the Indemnitee in good faith by appropriate proceedings, provided that the Borrower shall indemnify such Indemnitee in full in respect of any reasonable out-of-pocket fees, costs or expenses reasonably and actually incurred by such Indemnitee in conducting such contest (such costs, if requested by the Indemnitee, to be funded by the Borrower concurrently with such contest) and the amount of any interest or penalties which are required to be paid as a direct result of contesting such Claim. The Borrower shall be entitled to assume responsibility for and control of the defense of any Claim in respect of which any Indemnitee makes or intends to make a claim against the Borrower for indemnity pursuant to this SectionÂ 9.04, 65provided that (A)Â the legal counsel retained by the Borrower for such purpose is reasonably acceptable to the Administrative Agent (it being agreed that such counsel will not be satisfactory if the Indemnitee reasonably determines that having common counsel represent such Indemnitee and the Borrower would present such counsel with a conflict of interest) and (B)Â the Borrower pursues such contest diligently and in good faith and, upon the reasonable request of the Administrative Agent, provides the Administrative Agent with reasonable details of the status of the contest and copies of legal briefs, court filings and, subject to applicable considerations of legal privilege, counselâ€™s memoranda relevant to such contest. In the event that (1)Â an Event of Default shall have occurred and be continuing or (2)Â the Borrower fails to comply with the foregoing requirements in any material respect, the applicable Indemnitee may, if such Event of Default or failure, as the case may be, continues after such Indemnitee has given the Borrower a reasonable opportunity, taking into account existing circumstances, to effect the applicable level of compliance, reassume responsibility for and control of the relevant contest, which, in such circumstances, such Indemnitee agrees to pursue diligently and in good faith. To the extent the Borrower is entitled to defend any claim hereunder, the Indemnitee shall cooperate in good faith with the Borrower and may participate in the defense thereof at such Indemniteeâ€™s sole cost and expense.(iii)Â Â Â Â Each Indemnitee shall supply the Borrower with such information as the Borrower shall reasonably request to defend or participate in any proceeding permitted by this SectionÂ 9.04; provided, however, that any such information which is proprietary or confidential need be furnished only under such arrangements designed to preserve to confidentiality or proprietary nature of the information as shall be reasonable under the circumstances.(iv)Â Â Â Â No Indemnitee shall enter into a settlement or other compromise or consent to a judgment with respect to any Claim without the prior written consent of the Borrower (which consent shall not be unreasonably withheld or delayed) unless such Indemnitee waives its rights in writing with respect to such Claims under this SectionÂ 9.04; it being agreed that the Borrower may withhold its consent in the event such settlement, compromise or consent includes any admission of wrongdoing on the part of the Borrower or a Subsidiary thereof or would subject the Borrower or a Subsidiary thereof to injunctive or other non-monetary remedies. The entering into of any such settlement or compromise or consent without the Borrowerâ€™s prior written consent (unless the withholding of such consent by the Borrower requested by such Indemnitee shall have been unreasonable) shall constitute a waiver by such Indemnitee of its rights of indemnification hereunder in respect of such matter. If the Borrower shall have assumed the defense of any Claim against an Indemnitee as provided above in this Section, the Borrower shall not enter into a settlement or other compromise or consent to a judgment with respect to such if such settlement would include any admission of wrongdoing on the part of such Indemnitee or any of its Related Parties or would subject such Indemnitee or any of its Related Parties to injunctive or other non-monetary remedies unless such Indemnitee otherwise consents in writing.66(v)Â Â Â Â In the event the Borrower shall be obligated to indemnify any Indemnitee pursuant to this SectionÂ 9.04, the Borrower shall be subrogated to the rights of such Indemnitee in respect of the matter as to which the indemnity was paid and may pursue the same at the Borrowerâ€™s expense. If any Indemnitee shall obtain a recovery of all or any part of any amount which the Borrower shall have paid to such Indemnitee or for which the Borrower shall have reimbursed such Indemnitee pursuant to this SectionÂ 9.04, any Indemnitee shall promptly pay or cause to be paid to the Borrower an amount equal to such recovery together with any interest (other than interest for the period, if any, after such Claims were paid by such Indemnitee until such Claims were paid or reimbursed by the Borrower) received by such Indemnitee an account of such payment or reimbursement.(e)The indemnities contained in this SectionÂ 9.04 shall expire and be of no further force or effect with respect to any Claim notice of which shall not have been given to the Borrower in writing (referring expressly to this SectionÂ 9.04) on or prior to the second anniversary of the repayment in full of the Loans and the termination of the Commitments.(f)The Borrower agrees that no Indemnitee shall have any liability (whether direct or indirect, in contract or tort or otherwise) to it, any of its Subsidiaries, or any security holders or creditors thereof arising out of, related to or in connection with the transactions contemplated herein, except to the extent that such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemniteeâ€™s gross negligence or willful misconduct or a material breach by such Indemnitee of its express representations or obligations under any Loan Document. The Borrower agrees not to assert any claim against the Administrative Agent, any Arranger, any Bank or any of their respective Affiliates, or any of their or their respective Affiliatesâ€™ respective directors, officers, employees, partners, members, attorneys, agents and advisers, and the Administrative Agent and the Banks agree not to assert any claim against the Borrower, its Affiliates or any of its or its Affiliatesâ€™ respective directors, officers, employees, partners, members, attorneys, agents and advisors, in each case, on any theory of liability, for special, indirect, consequential, or punitive damages arising out of or otherwise relating to the Loan Documents, any of the transactions contemplated herein or the actual or proposed use of the proceeds of the Loans; provided that nothing in this sentence shall relieve the Borrower of its indemnity and expense reimbursement obligations set forth in this SectionÂ 9.04 or elsewhere in any Loan Document.SECTION 9.05.Sharing of Setoffs. Each Bank agrees that if it shall, by exercising any right of setoff or counterclaim or otherwise, receive payment of a proportion of the aggregate amount of principal and interest owing with respect to its Loans which is greater than the proportion received by

any other Bank in respect of the aggregate amount of all principal and interest owing with respect to the Loans of such other Bank, the Bank receiving such proportionately greater payment shall purchase (for cash at face value) such participations in the Loans held by the other Bank, and such other adjustments shall be made, as may be required so that all such payments of principal and interest with respect to the Loans shall be shared by the Banks pro rata; provided that (i)Â nothing in this Section shall impair the right of any Bank to exercise any right of setoff or counterclaim it may have and to apply the amount subject to such exercise to the payment of indebtedness of the Borrower other than its indebtedness hereunder, 67(ii)Â if all or any portion of such payment received by the purchasing Bank is thereafter recovered from such purchasing Bank, such purchase from each other Bank shall be rescinded and such other Bank shall repay to the purchasing Bank the purchase price of such participation to the extent of such recovery together with an amount equal to such other Bankâ€™s ratable share (according to the proportion of (x)Â the amount of such other Bankâ€™s required repayment to (y)Â the total amount so recovered from the purchasing Bank) of any interest or other amount paid or payable by the purchasing Bank in respect of the total amount so recovered and (iii)Â the provisions of this Section shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement (for the avoidance of doubt, as in effect from time to time), including SectionÂ 8.06 and SectionÂ 9.06(c), or any payment obtained by a Bank as consideration for the assignment of or sale of a participation in any of its Loans to any Person (other than the Borrower or its Subsidiaries). The Borrower agrees, to the fullest extent it may effectively do so under applicable law, that any holder of a participation in a Loan, whether or not acquired pursuant to the foregoing arrangements, may exercise rights of setoff or counterclaim and other rights with respect to such participation as fully as if such holder of a participation were a direct creditor of the Borrower in the amount of such participation.SECTION 9.06.Amendments and Waivers. (a) Except as provided in SectionÂ 9.06(b), any provision of this Agreement or any other Loan Documents may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the Borrower and the Required Banks (and if the rights or duties of the Administrative Agent are affected thereby, by the Administrative Agent); provided that, no such amendment or waiver shall (i)Â extend the scheduled termination date of the Commitment of any Bank, or increase the Commitment of any Bank, in each case, without the prior written consent of such Bank (it being understood that any amendment or waiver of Section 2.09(a)(ii) or 2.09(b) is not subject to this clause (i)), (ii)Â reduce the principal of or reduce the rate of interest on any Loan of any Bank, or reduce the amount of any fees payable hereunder to or for the account of any Bank, in each case, without the prior written consent of such Bank, (iii)Â extend the date fixed for any payment of principal of or interest on any Loan of any Bank, or any fees payable hereunder to or for the account of any Bank, or reduce the amount of, or waive, any such payment, in each case, without the prior written consent of such Bank (it being understood that any amendment or waiver of Section 2.11(b) or 2.11(c) is not subject to this clause (iii)), (iv)Â change the percentage of the Commitments or of the aggregate unpaid principal amount of the Loans, or the percentage of Banks, which shall be required for the Banks or any of them to take any action under this Section or any other provision of this Agreement or any other Loan Document, in each case, without the prior written consent of each Bank, (v)Â change the manner of application of any payments made under this Agreement in a manner that would alter the pro rata sharing of payments required thereby without the prior written consent of each Bank adversely affected thereby or (vi)Â change any of the provisions of this Section 9.06(a) without the prior written consent of each Bank.(b)Â Â Â Â Notwithstanding anything to the contrary in Section 9.06(a):(i)Â Â Â Â Any provision of this Agreement or any other Loan Document may be amended by an agreement in writing entered into by the Borrower and the Administrative Agent to cure any ambiguity, omission, mistake, defect or inconsistency 68so long as, in each case, the Banks shall have received at least five Business Daysâ€™ prior written notice thereof and the Administrative Agent shall not have received, within five Business Days of the date of such notice to the Banks, a written notice from the Required Banks stating that the Required Banks object to such amendment;(ii)Â Â Â Â this Agreement may be amended in the manner provided in Section 8.01(b); and (iii)Â Â Â Â no amendment or waiver of this Agreement or any other Loan Document referred to in the proviso to Section 9.06(a) shall require the consent or approval of any Bank which immediately after giving effect to such amendment or waiver (A) shall have no Commitment or other obligation to maintain or extend credit under this Agreement and the other Loan Documents (as so amended or waived) and (B) substantially contemporaneously with the effectiveness of such amendment or waiver shall have been paid in full all amounts owing to it under this Agreement and the other Loan Documents (including, without limitation, principal, interest and fees, but excluding unmatured contingent obligations), it being understood and agreed that from and after the effectiveness of any such amendment or waiver, any such Bank shall be deemed to no longer be a â€œBankâ€ hereunder or a party hereto; provided that any such Bank shall retain the benefit of indemnification and other provisions hereof which, by the terms hereof, would survive a termination of this Agreement.(c)If, in connection with any proposed amendment or waiver of or to any of the provisions of this Agreement and/or any other Loan Document as contemplated by this SectionÂ 9.06, the consent of all Banks or all affected Banks is required and the consent of the Required Banks at such time is obtained but the consent of one or more of such other Banks whose consent is required is not obtained (each such other Bank, a â€œNon-Consenting Bankâ€), then the Borrower may, at its sole expense and effort, upon notice to the Administrative Agent and such Non-Consenting Bank, (x)Â terminate the Commitment of such Non-Consenting Bank and repay in full all principal of and accrued interest on the Loans of such Non-Consenting Bank, and all accrued fees and other amounts then owing by the Borrower to such Non-Consenting Bank hereunder, in each case without any obligation to terminate any Commitment, or prepay any Loan, of any other Bank, it being understood and agreed that from and after the effectiveness of any such termination and repayment, such Bank shall be deemed to no longer be a â€œBankâ€ hereunder or a party hereto, provided that any such Bank shall retain the benefit of indemnification and other provisions hereof which, by the terms hereof, would survive a termination of this Agreement, provided, further, that if, after giving effect to such termination and repayment, the aggregate outstanding principal amount of all Loans shall exceed the Total Revolving Credit Commitment then in effect, then the Borrower shall, concurrently with such termination and repayment, prepay, in accordance with SectionÂ 2.10, one or more Borrowings in an amount necessary to eliminate such excess, or (y)Â replace such Non-Consenting Bank by causing such Non-Consenting Bank to (and such Non-Consenting Bank shall be obligated to) assign in accordance with and subject to the restrictions contained in, and consents required by, SectionÂ 9.07 (with the assignment fee and any other costs and expenses to be paid by the Borrower in such instance) all of its interests, rights and obligations under this Agreement and the other Loan Documents to one or more Assignees that shall assume the obligations (which 69Assignee may be another Bank, if a Bank accepts such assignment); provided that, in the case of the this clause (y), the applicable Assignee shall have agreed to the applicable amendment or waiver of this Agreement and/or the other Loan Documents, (ii) the Non-Consenting Bank shall have received payment of an amount equal to the outstanding principal of its Loans, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents from the Assignee and (iii) such assignment shall not conflict with applicable law. In connection with any such replacement under this clauseÂ (c), if any Non-Consenting Bank does not execute and deliver to the Administrative Agent a duly completed Assignment and Assumption and/or any other documentation necessary to reflect such replacement within a period of time deemed reasonable by the Administrative Agent after the later of (i)Â the date on which the Assignee executes and delivers such Assignment and Assumption and/or such other documentation and (ii)Â the date as of which all obligations of the Borrower owing to such Non-Consenting Bank relating to the interests, rights and obligations so assigned shall be paid in full by the Assignee to such Non-Consenting Bank, then such Non-Consenting Bank shall be deemed to have executed and delivered such Assignment and Assumption and/or such other documentation as of such date and the Borrower shall be entitled (but not obligated) to execute and deliver such Assignment and Assumption and/or such other documentation on behalf of such Non-Consenting Bank.SECTION 9.07.Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that the Borrower may not assign or otherwise transfer any of its rights under this Agreement except as permitted under SectionÂ 5.05 (and any such assignment or transfer not permitted under such Section shall be null and void).(b)Any Bank may at any time sell to one or more Persons (other than a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person), the Borrower or any of its Subsidiaries) (each a â€œParticipantâ€) participating interests in any Loan owing to such Bank, any Note held by such Bank, any Commitment hereunder or any other interest of such Bank hereunder. In the event of any such sale by a Bank of a participating interest to a Participant, such Bankâ€™s obligations under this Agreement shall remain unchanged, such Bank shall remain solely responsible for the performance thereof, such Bank shall remain the holder of any such Loan or Note for all purposes under this Agreement, and (x)Â the Borrower and the Administrative Agent shall continue to deal solely and directly with such Bank in connection with such Bankâ€™s rights and obligations under this Agreement, and (y)Â such Participant shall have no right to contact the Borrower directly, or to inspect its books and records or places of business, or to receive any information (financial or otherwise) directly from the Borrower. In no event shall a Bank that sells a participation be obligated to the Participant to take or refrain from taking any action hereunder except that such Bank may agree that it will not, without the consent of the Participant, agree to any amendment or waiver described in clauses (i), (ii) or (iii) in the first proviso to Section 9.06(a) that affects such Participant. The Borrower agrees that each Participant shall be entitled to the benefits of SectionÂ 2.12 (for the avoidance of doubt, subject to the limitations on such Participantâ€™s consent rights set forth in the immediately preceding sentence) and ArticleÂ VIII with respect to its participation in Loans outstanding from time to time. Each Bank that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each 70Participant and the principal amounts (and stated interest) of each Participantâ€™s interest in the Loans or other obligations under the Loan Documents (the â€œParticipant Registerâ€); provided that no Bank shall have any obligation to disclose all or any portion of the Participant Register to any Person except to the extent that any disclosure is necessary to establish that such Loan, Note, Commitment or other obligation is in registered form under SectionÂ 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Bank shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.(c)Any Bank may at any time assign to one or more banks or financial institutions (each an â€œAssigneeâ€) all, or a proportionate part of all, of its Loans and Commitments, and of its other rights and obligations under this Agreement, the Notes and the other Loan Documents, and such Assignee shall assume all such rights and obligations, pursuant to an Assignment and Assumption executed by such Assignee, such transferor Bank and each Person whose consent to such assignment is required under clauseÂ (iii) of the immediately following proviso; provided that (i)Â no interest in Loans may be assigned by a Bank pursuant to this paragraphÂ (c) unless, prior to the termination of the Commitments, the Assignee shall agree to assume ratably equivalent portions of the transferor Bankâ€™s Commitment, (ii)Â the amount of the Commitment or Loans being assigned (determined as of the effective date of the assignment) shall be equal to $15,000,000 (or any larger multiple of $5,000,000 or any lesser amount up to such Bankâ€™s Commitment or Loans), (iii)Â no interest may be assigned by a Bank pursuant to this paragraphÂ (c) to any Assignee without the consent of the Administrative Agent and, except in the case of an assignment by a Bank to an Affiliate of such Bank or to another Bank or an Affiliate of such other Bank or if an Event of Default under SectionÂ 6.01(a), 6.01(g) or 6.01(h) has occurred and is continuing, the Borrower, in each case, which consent shall not be unreasonably withheld (and, in the case of the Borrower, will be deemed to have been given if the Borrower shall not have objected in writing to a request for such consent within 10Â Business Days after having received notice thereof) and (iv)Â unless an Event of Default under SectionÂ 6.01(a), 6.01(g) or 6.01(h) has occurred and is continuing, a Bank may not have more than two Assignees that are not then Banks (or Affiliates of Banks) at any one time without the consent of the Borrower, which consent shall not be unreasonably withheld (and will be deemed to have been given if the Borrower shall not have objected in writing to a request for such consent within 10 Business Days after having received notice thereof). Upon (A)Â execution of the Assignment and Assumption by such transferor Bank, such Assignee, the Administrative Agent and (if applicable) the Borrower, (B)Â delivery of an executed copy of the Assignment and Assumption to the Borrower and the Administrative Agent, (C)Â payment by such Assignee to such transferor Bank of an amount equal to the purchase price agreed between such transferor Bank and such Assignee, (D)Â payment of a processing and recordation fee of $3,500 to the Administrative Agent and (E)Â delivery by such Assignee, if it shall not already be a Bank, to the Administrative Agent of an Administrative Questionnaire in which such Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information) will be made available and who may receive such information in accordance with such Assigneeâ€™s compliance procedures and applicable law, including United States (Federal or State) and foreign securities laws, such Assignee shall for all purposes be a Bank party to this 71Agreement and shall have all the rights and obligations of a Bank under this Agreement to the same extent as if it were an original party hereto with a Commitment or Loan as set forth in such Assignment and Assumption (in addition to any Commitment or Loan theretofore held by it), and the transferor Bank shall be released from its obligations hereunder to a corresponding extent (and, in the case of an Assignment and Assumption covering all of the transferor Bankâ€™s rights and obligations under this Agreement, such Bank shall be deemed to no longer be a â€œBankâ€ hereunder or a party hereto; provided that any such Bank shall retain the benefit of indemnification and other provisions hereof which, by the terms hereof, would survive a termination of this Agreement), and no further consent or action by the Borrower, the Banks or the Administrative Agent shall be required. Upon the consummation of any transfer to an Assignee pursuant to this paragraphÂ (c), the transferor Bank, the Administrative Agent and the Borrower shall make appropriate arrangements so that, if required, a new Note is issued to such Assignee.(d)Subject to the provisions of SectionÂ 9.08, the Borrower authorizes each Bank to disclose to any Participant, Assignee or other transferee (each a â€œTransfereeâ€) and any prospective Transferee any and all financial information in such Bankâ€™s possession concerning the Borrower which has been delivered to such Bank by the Borrower pursuant to this Agreement or which has been delivered to such Bank by the Borrower in connection with such Bankâ€™s credit evaluation prior to entering into this Agreement.(e)The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices located in the United States a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Banks, and the Commitments of, and principal amount of the Loans owing to, each Bank pursuant to the terms hereof from time to time (the â€œRegisterâ€). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Banks may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Bank hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Bank, at any reasonable time and from time to time upon reasonable prior notice.72(f)No Transferee shall be entitled to receive any greater payment under SectionÂ 2.12 or SectionÂ 8.03 than the transferor Bank would have been entitled to receive with respect to the rights transferred, unless such transfer is made with the Borrowerâ€™s prior written consent or by reason of the provisions of SectionÂ 8.02 or 8.03 requiring such Bank to designate a different Lending Office under certain circumstances or at a time when the circumstances giving rise to such greater payment did not exist.(g)Anything in this SectionÂ 9.07 to the contrary notwithstanding, any Bank may assign and pledge all or any portion of the Loans and/or obligations owing to it to any Federal Reserve Bank, the United States Treasury or a foreign central bank having jurisdiction over such Bank, provided that any payment in respect of such assigned Loans and/or obligations made by the Borrower to the assigning and/or pledging Bank in accordance with the terms of this Agreement shall satisfy the Borrowerâ€™s obligations hereunder in respect of such assigned Loans and/or obligations to the extent of such payment. No such assignment shall release the assigning and/or pledging Bank from its obligations hereunder.SECTION 9.08.Confidentiality. (a) Each Bank agrees to exercise commercially reasonable efforts to keep any information delivered or made available by the Borrower to it which is clearly indicated or stated to be confidential information (or when the circumstances under which such information is delivered or when the content thereof would cause a reasonable person to believe that such information is confidential), confidential from anyone other than Persons employed or retained by such Bank who are or are expected to become engaged in evaluating, approving, structuring or administering the Loans or the Loan Documents (such Persons to likewise be under similar obligations of confidentiality with respect to such information); provided, however that nothing herein shall prevent any Bank from disclosing such information (i)Â to any other Bank, the Administrative Agent or the Syndication Agent, (ii)Â upon the order of any court or administrative agency, (iii)Â upon the request or demand of any regulatory agency (or self-regulatory agency) or authority having jurisdiction over such Bank or its Affiliates, (iv)Â which has been publicly disclosed, (v)Â to the extent reasonably required in connection with any litigation to which the Administrative Agent, any Bank or their respective Affiliates may be a party, (vi)Â to the extent reasonably required in connection with the exercise of any remedy hereunder or under the other Loan Documents, (vii)Â to such Bankâ€™s Affiliates and its and its Affiliatesâ€™ legal counsel, independent auditors, agents and advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential with such Affiliate being responsible for such Personâ€™s compliance with this Section 9.08) and (viii)Â to any actual or proposed Participant, Assignee or other Transferee of all or part of its rights hereunder, which has agreed in writing to be bound by the provisions of this Section 9.08 or provisions no less restrictive than those in this SectionÂ 9.08; provided, that, should disclosure of any such confidential information be required by virtue of clauseÂ (ii) or (v) of the immediately preceding sentence, any relevant Bank shall (unless

prohibited by law) promptly notify the Borrower of same so as to allow the Borrower to seek a protective order or to take any other appropriate action; provided, further, that, no Bank shall be required to delay compliance with any directive to disclose beyond the last date such delay is legally permissible any such 73information so as to allow the Borrower to effect any such action. Nothing herein shall prohibit the disclosure to data service providers, including league table providers, that serve the lending industry of information pertaining to this Agreement routinely provided by arrangers of credit facilities, such as the nature, term, amount, purpose and closing date of the credit facility established hereby and the titles and roles of agents and arrangers, but excluding the pricing and/or fees in connection with this Agreement or any other Loan Documents.(b)Each Bank acknowledges that information furnished to it pursuant to this Agreement may include material non-public information concerning the Borrower or the Borrowerâ€™s securities, and confirms that it has developed compliance procedures regarding the use of material non-public information and that it will handle such material non-public information in accordance with those procedures and applicable law, including federal and state securities laws.(c)All information, including requests for waivers and amendments, furnished by the Borrower or the Administrative Agent pursuant to, or in the course of administering, this Agreement will be syndicate-level information, which may contain material non-public information about the Borrower or the Borrowerâ€™s securities. Accordingly, each Bank represents to the Borrower and the Administrative Agent that it has identified in the administrative questionnaire furnished by it to the Administrative Agent a credit contact who may receive information that may contain material non-public information in accordance with its compliance procedures and applicable law, including federal and state securities laws.SECTION 9.09.Obligations Several. The obligations of each Bank hereunder are several, and no Bank shall be responsible for the obligations or commitment of any other Bank hereunder. Nothing contained in this Agreement and no action taken by the Banks pursuant hereto shall be deemed to constitute the Banks to be a partnership, an association, a joint venture or any other kind of entity. The amounts payable at any time hereunder to each Bank shall be a separate and independent debt, and each Bank shall be entitled to protect and enforce its rights arising out of this Agreement or any other Loan Document and it shall not be necessary for any other Bank to be joined as an additional party in any proceeding for such purpose.SECTION 9.10.New York Law. This Agreement and each other Loan Document and any claim, controversy, dispute, proceeding or cause of action (whether in contract, tort or otherwise and whether at law or in equity) based upon, arising out of or relating to this Agreement or any other Loan Document shall be construed in accordance with and governed by the law of the State of New York. Each of the parties hereto hereby further irrevocably and unconditionally agrees that, in furtherance of the foregoing and notwithstanding anything to the contrary in any Loan Document, any claims brought against the Administrative Agent by any party relating to this Agreement, any other Loan Document or the consummation or administration of the transactions contemplated hereby or thereby shall be construed in accordance with and governed by the law of the State of New York.74SECTION 9.11.Severability. In case any one or more of the provisions contained in this Agreement, the Notes or any of the other Loan Documents should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby and shall be enforced to the greatest extent permitted by law.SECTION 9.12.Interest. In no event shall the amount of interest, and all charges, amounts or fees contracted for, charged or collected pursuant to this Agreement, the Notes or the other Loan Documents and deemed to be interest under applicable law (collectively, â€œInterestâ€) exceed the highest rate of interest allowed by applicable law (the â€œMaximum Rateâ€), and in the event any such payment is inadvertently received by any Bank, then the excess sum (the â€œExcessâ€) shall be credited as a payment of principal, unless the Borrower shall notify such Bank in writing that it elects to have the Excess returned forthwith. It is the express intent hereof that the Borrower not pay and the Banks not receive, directly or indirectly in any manner whatsoever, interest in excess of that which may legally be paid by the Borrower under applicable law. The right to accelerate maturity of any of the Loans does not include the right to accelerate any interest that has not otherwise accrued on the date of such acceleration, and the Administrative Agent and the Banks do not intend to collect any unearned interest in the event of any such acceleration. All monies paid to the Administrative Agent or the Banks hereunder or under any of the Notes or the other Loan Documents, whether at maturity or by prepayment, shall be subject to rebate of unearned interest as and to the extent required by applicable law. By the execution of this Agreement, the Borrower covenants that (i)Â the credit or return of any Excess shall constitute the acceptance by the Borrower of such Excess, and (ii)Â the Borrower shall not seek or pursue any other remedy, legal or equitable against the Administrative Agent or any Bank, based in whole or in part upon contracting for charging or receiving any Interest in excess of the Maximum Rate. For the purpose of determining whether or not any Excess has been contracted for, charged or received by the Administrative Agent or any Bank, all interest at any time contracted for, charged or received from the Borrower in connection with this Agreement, the Notes or any of the other Loan Documents shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread in equal parts throughout the full term of the Commitments. The Borrower, the Administrative Agent and each Bank shall, to the maximum extent permitted under applicable law, (i)Â characterize any non-principal payment as an expense, fee or premium rather than as Interest and (ii)Â exclude voluntary prepayments and the effects thereof. The provisions of this Section shall be deemed to be incorporated into each Note and each of the other Loan Documents (whether or not any provision of this Section is referred to therein). All such Loan Documents and communications relating to any Interest owed by the Borrower and all figures set forth therein shall, for the sole purpose of computing the extent of obligations hereunder and under the Notes and the other Loan Documents be automatically recomputed by the Borrower, and by any court considering the same, to give effect to the adjustments or credits required by this Section.75SECTION 9.13.Interpretation. No provision of this Agreement or any of the other Loan Documents shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision. The obligations of good faith and fair dealing shall be imposed upon each party to this Agreement.SECTION 9.14.Consent to Jurisdiction. Each of the parties hereto hereby (a)Â irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the Supreme Court of the State of NewÂ York sitting in New York County and the United States District Court for Southern District of New York sitting in New York County, and any appellate court from any thereof, for any action or proceeding (whether in contract, tort or otherwise and whether at law or in equity) arising out of or relating to this Agreement or any other Loan Document or the transactions relating hereto, or for the recognition or enforcement of any judgment, and further irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by law, Federal court, (b)Â irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any and all rights under the law of any jurisdiction to object on any basis (including, without limitation, inconvenience of forum) to jurisdiction or venue of any such action or proceeding in any such court, (c) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law and (d)Â agrees that service of process may be made upon it in the manner prescribed in SectionÂ 9.01 for the giving of notice to such party, it being further agreed that nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by law. Nothing herein contained, however, shall prevent the Administrative Agent from bringing any action or proceeding or exercising any rights against any security and against the Borrower personally, and against any assets of the Borrower, within any other state or jurisdiction.SECTION 9.15.Counterparts; Electronic Execution. (a) This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.(b)The words â€œexecutionâ€, â€œexecuteâ€, â€œsignedâ€, â€œsignatureâ€, and words of like import in or related to any document to be signed in connection with this Agreement (including any Assignment and Assumptions, amendments and other notices, waivers and consents) shall be deemed to include Electronic Signatures, the electronic matching of assignment terms and contract formations on the Platform, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding 76anything contained herein to the contrary, the Administrative Agent is not under any obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to herein or otherwise by the Administrative Agent pursuant to procedures approved by it. Without limiting the generality of the foregoing, the Borrower hereby (i)Â agrees that, for all purposes, including in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Banks and the Borrower, electronic images of this Agreement or any other Loan Document (in each case, including with respect to any signature pages thereto) shall have the same legal effect, validity and enforceability as any paper original, and (ii)Â waives any argument, defense or right to contest the validity or enforceability of this Agreement or any other Loan Document based solely on the lack of paper original copies of this Agreement or any other Loan Document, including with respect to any signature pages thereto.SECTION 9.16.USA Patriot Act. Each Bank hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the â€œUSA Patriot Actâ€), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Bank to identify the Borrower in accordance with the USA Patriot Act.SECTION 9.17.No Fiduciary Relationship. The Administrative Agent, each Bank and their respective Related Parties (collectively, solely for purposes of this paragraph, the â€œBank Partiesâ€) may have economic interests that conflict with those of the Borrower, its stockholders and/or its Related Parties. The Borrower agrees that nothing in the Loan Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Bank Party, on the one hand, and the Borrower, its stockholders and/or its Related Parties, on the other. The Borrower acknowledges and agrees that (i)Â the transactions contemplated by this Agreement (including the exercise of rights and remedies hereunder) are armâ€™s-length commercial transactions between the Bank Parties, on the one hand, and the Borrower, on the other, and (ii)Â in connection therewith and with the process leading thereto, (x)Â none of the Bank Parties has assumed an advisory or fiduciary responsibility in favor of the Borrower, its stockholders and/or its Related Parties with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Bank Party has advised, is currently advising or will advise the Borrower, its stockholders and/or its Related Parties on other matters) or any other obligation to the Borrower, its stockholders and/or its Related Parties except the obligations expressly set forth in the Loan Documents and (y)Â each Bank Party is acting solely as principal and not as the agent or fiduciary of the Borrower, its management, stockholders, creditors or any other Person. The Borrower agrees that it will not assert any claims against any Bank Party with respect to any breach or alleged breach of an advisory or fiduciary duty in connection with any aspect of any transaction contemplated hereby.77SECTION 9.18.Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.SECTION 9.19.Integration. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof (but do not supersede any provisions of any separate commitment or fee letters relating to the credit facilities established hereby that by the terms of such letters survive the execution and delivery of this Agreement).SECTION 9.20.Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among the parties hereto, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:(b)the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and(c)the effects of any Bail-In Action on any such liability, including, if applicable:(i)Â Â Â Â a reduction in full or in part or cancellation of any such liability; (ii)Â Â Â Â a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or(iii)Â Â Â Â the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.[Signature Pages Follow]78IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, under seal, by their respective authorized officers as of the day and year first above written.THE HOME DEPOT, INC.By:Â Â Â Â /s/ Isabel JanciÂ Â Â Â Â Â Â Â Â Â Â Â Â Name:Â Â Â Â Isabel JanciTitle:Â Â Â Â Vice President â€“ Investor Relations and Treasurer Â Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. 364-DAY REVOLVING CREDIT FACILITY]JPMORGAN CHASE BANK, N.A., as AdministrativeÂ Agent and as a BankBy:Â Â Â Â /s/ James Kyle O'DonnellÂ Â Â Â Â Â Â Â Name: James Kyle O'DonnellTitle: Vice PresidentÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. 364-DAY REVOLVING CREDIT FACILITY]Bank Signature Page toThe Home Depot, Inc. 364-Day Revolving Credit Facility Agreement Institution:BANK OF AMERICA, N.A.by: Â Â Â Â /s/ J. Casey CosgroveÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: J. Casey CosgroveÂ Â Â Â Title: Managing DirectorÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. 364-DAY REVOLVING CREDIT FACILITY]Bank Signature Page toThe Home Depot, Inc. 364-Day Revolving Credit Facility Agreement Institution: GOLDMAN SACHS BANK USAby: Â Â Â Â /s/ Robert EhudinÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Robert EhudinÂ Â Â Â Title: Authorized SignatoryÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. 364-DAY REVOLVING CREDIT FACILITY]Bank Signature Page toThe Home Depot, Inc. 364-Day Revolving Credit Facility Agreement Institution: MORGAN STANLEY BANK, N.Aby: Â Â Â Â /s/ Michael KingÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Michael KingÂ Â Â Â Title: Authorized SignatoryÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. 364-DAY REVOLVING CREDIT FACILITY]Bank Signature Page toThe Home Depot, Inc. 364-Day Revolving Credit Facility Agreement Institution: MUFG Bank, Ltd.by: Â Â Â Â /s/ Reema SharmaÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Reema SharmaÂ Â Â Â Title: Authorized SignatoryÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. 364-DAY REVOLVING CREDIT FACILITY]Bank Signature Page toThe Home Depot, Inc. 364-Day Revolving Credit Facility Agreement Institution: BARCLAYS BANK PLCby: Â Â Â Â /s/ Christopher M. AitkinÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Christopher M. AitkinÂ Â Â Â Title: DirectorÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. 364-DAY REVOLVING CREDIT FACILITY]Bank Signature Page toThe Home Depot, Inc. 364-Day Revolving Credit Facility Agreement Institution: DEUTSCHE BANK AG NEW YORK BRANCHby: Â Â Â Â /s/ Ming K. ChuÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Ming K. ChuÂ Â Â Â Title: Directorby: Â Â Â Â /s/ Alison LugoÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Alison LugoÂ Â Â Â Title: Vice PresidentÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. 364-DAY REVOLVING CREDIT FACILITY]Bank Signature Page toThe Home Depot, Inc. 364-Day Revolving Credit Facility Agreement Institution: U.S. Bank, National Associationby: Â Â Â Â /s/ Mark D. RodgersÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Mark D. RodgersÂ Â Â Â Title: Senior Vice PresidentÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. 364-DAY REVOLVING CREDIT FACILITY]Bank Signature Page toThe Home Depot, Inc. 364-Day Revolving Credit Facility Agreement Institution: Wells Fargo Bank, National Associationby: Â Â Â Â /s/ Bina BarnesÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Bina BarnesÂ Â Â Â Title: Vice PresidentÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. 364-DAY REVOLVING CREDIT FACILITY]Bank Signature Page toThe Home Depot, Inc. 364-Day Revolving Credit Facility Agreement Institution: MIZUHO BANK, LTD.by: Â Â Â Â /s/ Tracy RahnÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Tracy RahnÂ Â Â Â Title: Managing DirectorÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. 364-DAY REVOLVING CREDIT FACILITY]Bank Signature Page toThe Home Depot, Inc. 364-Day Revolving Credit Facility Agreement Institution: Royal Bank of Canadaby: Â Â Â Â /s/ Michael Santana-MondoÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Michael Santana-MondoÂ Â Â Â Title: Authorized SignatoryÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. 364-DAY REVOLVING CREDIT FACILITY]Bank Signature Page toThe Home Depot, Inc. 364-Day Revolving Credit Facility Agreement The Toronto-Dominion Bank, New York Branchby: Â Â Â Â /s/ Victoria RobertsÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Victoria RobertsÂ Â Â Â Title: Authorized SignatoryÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. 364-DAY REVOLVING CREDIT FACILITY]Bank Signature Page toThe Home Depot, Inc. 364-Day Revolving Credit Facility Agreement Institution:TRUIST BANKby: Â Â Â Â /s/ J. Carlos NavaretteÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: J. Carlos NavaretteÂ Â Â Â Title: DirectorÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. 364-DAY REVOLVING CREDIT FACILITY]Bank Signature Page toThe Home Depot, Inc. 364-Day Revolving Credit Facility Agreement Institution:Citibank, N.A.by: Â Â Â Â /s/ Kenneth QuinnÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Kenneth QuinnÂ Â Â Â Title: Vice PresidentÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. 364-DAY REVOLVING CREDIT FACILITY]Bank Signature Page toThe Home Depot, Inc. 364-Day Revolving Credit Facility Agreement Institution:HSBC Bank USA, National Associationby: Â Â Â Â /s/ Alexis RomanoÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Alexis RomanoÂ Â Â Â Title: Vice President #23660Â Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. 364-DAY REVOLVING CREDIT FACILITY]Bank Signature Page toThe Home Depot, Inc. 364-Day Revolving Credit Facility Agreement Institution:THE BANK OF NEW YORK MELLONby:

Â Â Â Â /s/ Thomas J. Tarasovich, Jr.Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Thomas J. Tarasovich, Jr.Â Â Â Â Title: Senior Vice PresidentÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. 364-DAY REVOLVING CREDIT FACILITY]Bank Signature Page toThe Home Depot, Inc. 364-Day Revolving Credit Facility Agreement Institution: THE NORTHERN TRUST COMPANYBy: Â Â Â Â /s/ Kimberly A. CrottyÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Kimberly A. CrottyÂ Â Â Â Title: Senior Vice PresidentÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. 364-DAY REVOLVING CREDIT FACILITY] EX-10.2 3 hd3-yearcreditagreementxex.htm EX-10.2 DocumentExhibit 10.2EXECUTION VERSIONTHREE-YEAR REVOLVING CREDIT FACILITY AGREEMENTdated as ofMay 7, 2024,by and amongTHE HOME DEPOT, INC.,The BANKS Party HeretoandJPMORGAN CHASE BANK, N.A.,as Administrative Agent_____JPMORGAN CHASE BANK, N.A. andBOFA SECURITIES, INC.,as Joint Lead Arrangers and Joint BookrunnersBANK OF AMERICA, N.A.,as Syndication AgentTABLE OF CONTENTSARTICLE IDEFINITIONSPageSECTION 1.01. DefinitionsÂ Â Â Â 1SECTION 1.02. Accounting Terms and DeterminationsÂ Â Â Â 21SECTION 1.03. ReferencesÂ Â Â Â 22SECTION 1.04. Use of Defined TermsÂ Â Â Â 23SECTION 1.05. TerminologyÂ Â Â Â 23SECTION 1.06. Interest Rates; Benchmark NotificationÂ Â Â Â 23SECTION 1.07. DivisionsÂ Â Â Â 23ARTICLE IITHE CREDITSSECTION 2.01. Commitments to LendÂ Â Â Â 24SECTION 2.02. Method of BorrowingÂ Â Â Â 24SECTION 2.03. 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Acknowledgement and Consent to Bail-In of Affected Financial InstitutionsÂ Â Â Â 77iiiEXHIBITS AND SCHEDULESEXHIBIT AÂ Â Â Â FORM OF NOTEEXHIBIT BÂ Â Â Â FORM OF ASSIGNMENT AND ASSUMPTIONEXHIBIT CÂ Â Â Â FORM OF COMPLIANCE CERTIFICATESCHEDULE 2.01Â Â Â Â COMMITMENTSSCHEDULE 9.01Â Â Â Â ADDRESSESivTHIS THREE-YEAR REVOLVING CREDIT FACILITY AGREEMENT, dated as of May 7, 2024, is made by and among:THE HOME DEPOT, INC., a Delaware corporation, as the Borrower,JPMORGAN CHASE BANK, N.A., a banking corporation organized and existing under the laws of the State of New York, in its capacity as the Administrative Agent, andTHE BANKS from time to time party hereto.The parties hereto agree as follows:ARTICLE IDEFINITIONSSECTION 1.01.Definitions. For all purposes of this Agreement, the following terms shall have the following meanings:â€œAcquired Companyâ€ means Shingle Acquisition Holdings, Inc., a Delaware corporation.â€œAdjusted Daily Simple SOFRâ€ means a rate of interest per annum equal to (a)Â the Daily Simple SOFR plus (b)Â 0.10%; provided that if the Adjusted Daily Simple SOFR as so determined would be less than zero, such rate shall be deemed to be zero.â€œAdjusted Term SOFRâ€ means, for any Interest Period, an interest rate per annum equal to (a)Â the Term SOFR for such Interest Period plus (b)Â 0.10%; provided that if the Adjusted Term SOFR as so determined would be less than zero, such rate shall be deemed to be zero.â€œAdministrative Agentâ€ means JPMorgan, in its capacity as administrative agent for the Banks hereunder, and its successors in such capacity.â€œAdministrative Questionnaireâ€ means an Administrative Questionnaire in a form supplied by the Administrative Agent.â€œAffected Financial Institutionâ€ means (a)Â any EEA Financial Institution or (b)Â any UK Financial Institution.â€œAffiliateâ€ means, with respect to any Person, (i)Â any other Person that directly, or indirectly through one or more intermediaries, controls such Person (a â€œControlling Personâ€), (ii)Â any other Person which is controlled by or is under common control with a Controlling Person, or (iii)Â any Person of which such Person owns, directly or indirectly, 20% or more of the common stock or equivalent equity interests. As used herein, the term â€œcontrolâ€ means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.â€œAgreementâ€ means this Three-Year Revolving Credit Facility Agreement, together with all amendments and supplements from time to time hereto.1â€œAnti-Corruption Lawsâ€ means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or the Subsidiaries from time to time concerning or relating to bribery, money laundering or corruption.â€œApplicable Marginâ€ means, for any day, with respect to (a)Â any Base Rate Loan, any Term SOFR Loan or, in the event such Type of Loans shall be outstanding as contemplated by SectionÂ 8.01, Section 8.02 or Section 8.03, any Daily Simple SOFR Loan or (b)Â the Facility Fees payable hereunder, as the case may be, the applicable rate per annum set forth in the table below under the caption â€œBase Rate Spreadâ€, â€œSOFR Spreadâ€ or â€œFacility Fee Rateâ€, as the case may be, based upon the Ratings as of such date as set forth in the applicable pricing grid below:(a) For so long as commitments or loans remain in effect or outstanding under the Capital Markets Facility, the below pricing grid shall apply:CategoryRatings(Moodyâ€™s/S&P/Fitch)Facility Fee RateBase Rate SpreadSOFR SpreadCategory 1Aa3/AA-/AA- or higher0.045%0.000%0.580%Category 2A1/A+/A+0.050%0.000%0.700%Category 3A2/A/A0.065%0.000%0.810%Category 4A3/A-/A-0.080%0.000%0.920%Category 5Baa1/BBB+/BBB+ or lower0.100%0.000%1.025%(b) At all other times, the below pricing grid shall apply:CategoryRatings(Moodyâ€™s/S&P/Fitch)Facility Fee RateBase Rate SpreadSOFR SpreadCategory 1Aa3/AA-/AA- or higher0.045%0.000%0.455%Category 2A1/A+/A+0.050%0.000%0.575%Category 3A2/A/A0.065%0.000%0.685%Category 4A3/A-/A-0.080%0.000%0.795%Category 5Baa1/BBB+/BBB+ or lower0.100%0.000%0.900%2For purposes of the foregoing, (a)Â in the event that Ratings are provided by each of Moodyâ€™s, S&P and Fitch, and such Ratings shall fall within different Categories, (i)Â if any two Ratings are in the same Category, that Category shall apply and (ii)Â if no two Ratings are in the same Category, the applicable Category shall be in the Category corresponding to the middle Rating; (b)Â in the event that Ratings are provided only by any two of Moodyâ€™s, S&P and Fitch, (i)Â if such Ratings shall fall in the same Category, that Category shall apply and (ii)Â if such Ratings shall fall within different Categories, the applicable Category shall be the Category in which the higher of the Ratings shall fall unless the Ratings differ by two or more Categories, in which case the applicable Category shall be the Category one level below that corresponding to the higher Rating; (c)Â in the event that a Rating is provided only by one of Moodyâ€™s, S&P and Fitch, the applicable Category shall be the Category corresponding to such Rating; and (d)Â if at any time there shall be no Rating from any of Moodyâ€™s, S&P and Fitch, the applicable Category shall be Category 5 in the applicable pricing grid above. If the Ratings established or deemed to have been established by Moodyâ€™s, S&P and Fitch shall be changed (other than as a result of a change in the rating system of Moodyâ€™s, S&P or Fitch), such change shall be effective as of the third Business Day after the date on which it is first announced by the applicable rating agency. Each change in the Applicable Margin shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change. If the rating system of Moodyâ€™s, S&P or Fitch shall change, or if either such rating agency shall cease to be in the business of rating corporate debt obligations, the Borrower and the Banks shall negotiate in good faith to amend this definition to reflect such changed rating system or the unavailability of ratings from such rating agency and, pending the effectiveness of any such amendment, the Applicable Margin shall be determined by reference to the Rating most recently in effect prior to such change or cessation.â€œArrangersâ€ means JPMorgan and BofA Securities, Inc., in their capacities as joint lead arrangers and joint bookrunners for the credit facility established hereunder. â€œAssigneeâ€ has the meaning set forth in Section 9.07(c).â€œAssignment and Assumptionâ€ means an Assignment and Assumption executed in accordance with Section 9.07(c) substantially in the form attached hereto as Exhibit B.â€œAvailable Tenorâ€ means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of â€œInterest Periodâ€ pursuant to Section 8.01(b)(iv).3â€œBail-In Actionâ€ means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.â€œBail-In Legislationâ€ means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their Affiliates (other than through liquidation, administration or other insolvency proceedings).â€œBankâ€ means each financial institution listed on Schedule 2.01 hereto and each other financial institution which may hereafter become a Bank by executing and delivering an Assignment and Assumption pursuant to Section 9.07, other than any such Person that shall have ceased to be a party hereto pursuant to an Assignment and Assumption.â€œBank Partiesâ€ has the meaning set forth in SectionÂ 9.17.â€œBase Rateâ€ means, for any day, a rate per annum equal to the greatest of (a)Â the Prime Rate in effect on such day, (b)Â the NYFRB Rate in effect on such day plus Â½ of 1% and (c)Â the Adjusted Term SOFR for a one month Interest Period as published two U.S. Government Securities Business Days prior to such day (or if such day is not a U.S. Government Securities Business Day, the immediately preceding U.S. Government Securities Business Day) plus 1% per annum. For purposes of clauseÂ (c) above, the Adjusted Term SOFR for any day shall be based on the Term SOFR Reference Rate at approximately 5:00 a.m. (Chicago time) on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology); provided that if such rate shall be less than zero, such rate shall be deemed to be zero for all purposes of this Agreement. Any change in the Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR, respectively. If the Base Rate is being used as an alternate rate of interest pursuant to SectionÂ 8.01 (for the avoidance of doubt, only until any amendment has become effective pursuant to SectionÂ 8.01(b)), then the Base Rate shall be the greater of clausesÂ (a) and (b) above and shall be determined without reference to clause (c) above; provided that the Base Rate shall not be less than 1% per annum.â€œBase Rate Borrowingâ€ means any Borrowing comprised of Base Rate Loans.â€œBase Rate Loanâ€ means a Loan that bears interest at a rate determined by reference to the Base Rate.4â€œBenchmarkâ€ means, initially, the Term SOFR; provided that if a Benchmark Transition Event and the related Benchmark Replacement Date have occurred with respect to the Term SOFR, or the then-current Benchmark, then â€œBenchmarkâ€ means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 8.01(b)(i).â€œBenchmark Replacementâ€ means, for any Available Tenor, the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body and/or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for Dollar-denominated syndicated credit facilities at such time in the United States and (b) the related Benchmark Replacement Adjustment.If the Benchmark Replacement would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.â€œBenchmark Replacement Adjustmentâ€ means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for dollar-denominated syndicated credit facilities at such time.â€œBenchmark Replacement Conforming Changesâ€ means, with respect to any Benchmark Replacement and/or any Term SOFR Loan, any technical, administrative or operational changes (including changes to the definition of â€œBase Rateâ€, the definition of â€œBusiness Dayâ€, the definition of â€œU.S. Government Securities Business Dayâ€, the definition of â€œInterest Periodâ€, timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides, in consultation with the Borrower, may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines, in consultation with the Borrower, that no market practice for the administration of such Benchmark exists, in such other 5manner of administration as the Administrative Agent decides, in consultation with the Borrower, is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).â€œBenchmark Replacement Dateâ€ means, with respect to any Benchmark, the earlier to occur of the following events with respect to such then-current Benchmark:(1)Â Â Â Â Â in the case of clause (1) or (2) of the definition of â€œBenchmark Transition Eventâ€, the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or(2)Â Â Â Â Â in the case of clause (3) of the definition of â€œBenchmark Transition Eventâ€, the first date on which such Benchmark (or the published component used in the calculation thereof) has been or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if such Benchmark (or component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the â€œBenchmark Replacement Dateâ€ will be deemed to have

occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).â€œBenchmark Transition Eventâ€ means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof);6(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, the CME Term SOFR Administrator, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof); or(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.For the avoidance of doubt, a â€œBenchmark Transition Eventâ€ will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).â€œBenchmark Unavailability Periodâ€ means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any other Loan Document in accordance with Section 8.01(b) and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any other Loan Document in accordance with Section 8.01(b).â€œBenefit Planâ€ means any of (a)Â an â€œemployee benefit planâ€ (as defined in ERISA) that is subject to Title I of ERISA, (b)Â a â€œplanâ€ as defined in and subject to SectionÂ 4975 of the Code, or (c)Â any Person whose assets include (for purposes of ERISA SectionÂ 3(42) or otherwise for purposes of TitleÂ I of ERISA or SectionÂ 4975 of the Code) the assets of any such â€œemployee benefit planâ€ or â€œplanâ€.â€œBorrowerâ€ means The Home Depot, Inc., a Delaware corporation, and its successors.â€œBorrowingâ€ means a borrowing hereunder consisting of Loans made to the Borrower at the same time by the Banks pursuant to Article II.7â€œBusiness Dayâ€ means, any day (other than a Saturday or a Sunday) on which banks are open for business in New York City; provided that, when used in relation to Daily Simple SOFR Loans or Term SOFR Loans and any interest rate settings, fundings, disbursements, settlements or payments of any such Loans, or any other dealings in respect of any such Loans, such day shall be a U.S. Government Securities Business Day.â€œCapital Markets Facilityâ€ means a senior unsecured revolving credit facility in an aggregate principal amount of $10,000,000,000, established by the Borrower pursuant to the Revolving Credit Facility Agreement dated as of the Closing Date, by and among the Borrower, the banks party thereto and JPMorgan, as administrative agent.â€œChange in Controlâ€ means (i) any Person or two or more Persons acting in concert shall have acquired beneficial ownership (within the meaning of Rule 13d-3 of the Securities and Exchange Commission under the Securities Exchange Act of 1934) of 50.0% or more of the outstanding shares of the voting stock of the Borrower; or (ii) during any period of two consecutive years a majority of the Board of Directors of the Borrower shall not consist of individuals who were either (A) nominated to become directors by the Board of Directors of the Borrower or (B) appointed or approved as directors by directors so nominated.â€œChange of Lawâ€ has the meaning set forth in Section 8.02.â€œClaimâ€ has the meaning set forth in Section 9.04(a).â€œClosing Dateâ€ means May 7,Â 2024.â€œCME Term SOFR Administratorâ€ means CME Group Benchmark Administration Limited as administrator of the forward-looking term Secured Overnight Financing Rate (SOFR) (or a successor administrator).â€œCodeâ€ means the Internal Revenue Code of 1986, as amended, or any successor U.S. federal tax code.â€œCommitmentâ€ means, with respect to each Bank, the commitment of such Bank to make Loans pursuant to SectionÂ 2.01. The initial amount in Dollars of the Commitment of each Bank that is party hereto on the date hereof is set forth on Schedule 2.01 hereto, and the initial amount of the Commitment of each Bank that becomes a party hereto pursuant to Section 9.07 is set forth in the applicable Assignment and Assumption, and, in each case, such amount may be (a) decreased from time to time pursuant to Section 2.08, 2.09, 8.06 or 9.06(c) or (b) increased or decreased from time to time pursuant to assignments to or by such Bank effected in accordance with Section 9.07. The aggregate amount of Commitments on the date hereof is $1,000,000,000.â€œCommunicationsâ€ means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of the Borrower or the Administrative Agent pursuant to any Loan Document or the transactions contemplated therein 8that is distributed by or to the Administrative Agent or any Bank by means of electronic communications pursuant to SectionÂ 9.01, including through the Platform.â€œCompliance Certificateâ€ has the meaning set forth in Section 5.01(c).â€œConsolidated Net Tangible Assetsâ€ means, at any date, (a) total assets of the Borrower and its Subsidiaries (minus applicable reserves) determined on a consolidated basis in accordance with GAAP minus (b) the sum of (i) current liabilities of the Borrower and its Subsidiaries, except for current maturities of long-term Debt and obligations under capital leases, and (ii) goodwill and other intangible assets of the Borrower and its Subsidiaries, in each case determined on a consolidated basis in accordance with GAAP, all as reflected in the consolidated financial statements of the Borrower most recently delivered to the Administrative Agent pursuant to Section 5.01(a) or 5.01(b) (or, prior to the first delivery of such financial statements, the consolidated financial statements of the Borrower referred to in Section 4.04(a)).â€œConsolidated Subsidiaryâ€ means at any date any Subsidiary or other entity the accounts of which, in accordance with GAAP, would be consolidated with those of the Borrower in its consolidated financial statements as of such date.â€œControlled Groupâ€ means all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control which, together with the Borrower, are treated as a single employer under Section 414 of the Code.â€œCorresponding Tenorâ€ with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.â€œDaily Simple SOFRâ€ means, for any day (a â€œSOFR Rate Dayâ€), a rate per annum equal to SOFR for the day (such day, â€œSOFR Determination Dateâ€) that is five U.S. Government Securities Business Days prior to (a)Â if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day, or (b)Â if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administratorâ€™s Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower. If by 5:00 p.m. (New York City time) on the second U.S. Government Securities Business Day immediately following any SOFR Determination Date, SOFR in respect of such SOFR Determination Date has not been published on the SOFR Administratorâ€™s Website and a Benchmark Replacement Date with respect to the Daily Simple SOFR has not occurred, then SOFR for such SOFR Determination Date will be SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which such SOFR was published on the SOFR Administratorâ€™s Website.9â€œDaily Simple SOFR Borrowingâ€ means any Borrowing comprised of Daily Simple SOFR Loans.â€œDaily Simple SOFR Loanâ€ means a Loan that bears interest at a rate determined by reference to the Daily Simple SOFR. It is understood and agreed that Daily Simple SOFR Loans shall only be available as provided in Section 8.01, Section 8.02 and Section 8.03.â€œDebtâ€ of any Person means at any date, without duplication, (i) all obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (iv) the capitalized lease obligations of such Person as lessee under capital leases, (v) all obligations of such Person to reimburse any bank or other Person in respect of amounts payable under a bankerâ€™s acceptance, (vi) all Redeemable Preferred Stock of such Person (in the event such Person is a corporation), (vii) all obligations of such Person to reimburse any bank or other Person in respect of amounts that have actually been paid under a letter of credit or similar instrument, (viii) all Debt of others secured by a Lien on any asset of such Person, whether or not such Debt is assumed by such Person (provided, that, for purposes of this clause (viii), non-recourse Debt in excess of the value of the asset securing such Debt shall not be counted), and (ix) all Debt of others Guaranteed by such Person.â€œDebtor Relief Lawsâ€ means the Bankruptcy Code of the United States of America and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.â€œDefaultâ€ means any condition or event that constitutes an Event of Default or that with the giving of notice or lapse of time or both would, unless cured or waived, become an Event of Default.â€œDefault Rateâ€ means (a)Â with respect to any Loan, on any day, the sum of 2% per annum plus the interest rate (including the Applicable Margin) applicable to such Loan hereunder and (b)Â with respect to interest and fees, on any day, the sum of 2% per annum plus the interest rate (including the Applicable Margin) applicable to Base Rate Loans pursuant to SectionÂ 2.06(a).â€œDefaulting Bankâ€ means, subject to Section 2.15(b), any Bank that (a) has failed to (i)Â fund all or any portion of its Loans within two Business Days of the date such Loans were required to be funded hereunder unless such Bank notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Bankâ€™s determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied (which determination of such Bank shall not be dispositive as to whether such failure has in fact occurred) or (ii) pay to the Administrative Agent or any other Bank any other amount required to be paid by it hereunder within two Business Days of the date when due, (b) has notified the Borrower or the Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing 10or public statement relates to such Bankâ€™s obligation to fund a Loan hereunder and states that such position is based on such Bankâ€™s determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Bank shall cease to be a Defaulting Bank pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower) or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law or a Bail-In Action, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity; provided that a Bank shall not be a Defaulting Bank solely by virtue of the ownership or acquisition of any equity interest in such Bank or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Bank with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Bank (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Bank. Any determination by the Administrative Agent that a Bank is a Defaulting Bank under any one or more of clausesÂ (a) through (d) above shall be conclusive and binding absent manifest error, and such Bank shall be deemed to be a Defaulting Bank (subject to Section 2.15(b)) upon delivery of written notice of such determination to such Bank, the Borrower and each other Bank.â€œDollarsâ€ or â€œ$â€ means dollars in lawful currency of the United States of America.â€œEEA Financial Institutionâ€ means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b)Â any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any institution established in an EEA Member Country which is a subsidiary of an institution described in clause (a) or (b) of this definition and is subject to consolidated supervision with its parent.â€œEEA Member Countryâ€ means any member state of the European Union, Iceland, Liechtenstein and Norway.â€œEEA Resolution Authorityâ€ means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.11â€œElectronic Signatureâ€ means an electronic sound, symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.â€œERISAâ€ means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.â€œEU Bail-In Legislation Scheduleâ€ means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.â€œEvents of Defaultâ€ has the meaning set forth in Section 6.01.â€œExcessâ€ has the meaning set forth in Section 9.12.â€œExcluded Taxesâ€ means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient: (a)Â Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i)Â imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Bank, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii)Â that are Other Connection Taxes, (b)Â U.S.Â federal withholding Taxes imposed on amounts payable to or for the account of a Recipient with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which such Recipient becomes a party hereto (other than pursuant to an assignment request by the Borrower under Section 8.06 or 9.06(c)) or changes its lending office, except in each case to the extent that amounts with respect to such Taxes were payable either to such Recipientâ€™s assignor immediately before such Recipient became a party hereto or changed its lending office, (c)Â Taxes attributable to such Recipientâ€™s failure to comply with SectionÂ 2.12(e) and (d)Â any withholding Taxes imposed under FATCA.â€œFacility Feeâ€ has the meaning set forth in Section 2.07(a).â€œFacility Fee Rateâ€ has the meaning set forth in â€œApplicable Marginâ€.â€œFATCAâ€ means SectionsÂ 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b)(1) of the Code (or any amended or successor version described above) and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.â€œFederal Funds Effective Rateâ€ means, for any day, the rate calculated by the NYFRB based on such dayâ€™s federal funds transactions by depository institutions, as determined in such manner as shall be set forth on the NYFRBâ€™s Website from time to time and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate; provided that if 12such rate shall be less than zero, such rate shall be deemed to be zero for all purposes of this Agreement.â€œFederal Reserve Boardâ€ means the Board of Governors of the Federal Reserve System of the UnitedÂ States of America.â€œFiscal Quarterâ€ means any fiscal quarter of the Borrower.â€œFiscal Yearâ€ means any fiscal year of the Borrower.â€œFitchâ€ means Fitch Ratings Inc., and any successor to its rating agency business.â€œFloorâ€ means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Adjusted Term SOFR or the Adjusted Daily Simple SOFR, as applicable. For the avoidance of doubt, the initial Floor for each of the Adjusted Term SOFR or the Adjusted Daily Simple SOFR is zero.â€œForeign Bankâ€ means a Bank that is not a â€œUnited States personâ€ within the meaning of Section 7701(a)(30) of the Code.â€œGAAPâ€ means generally accepted accounting principles in the United States of America in effect, from time to time, applied on a basis consistent with those which, in accordance with Section 1.02, are to be used in making the calculations for purposes of determining compliance with the terms of this Agreement.â€œGovernmental Authorityâ€ means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including, without limitation, the Bank for International Settlements and the Basel Committee on Banking Supervision or any successor or similar authority to either of the foregoing).â€œGuaranteeâ€ by any Person means any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Debt or other obligation of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (i) to secure, purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation of such other Person (whether arising by virtue of partnership arrangements, by agreement to keep-well, to purchase assets, goods, securities or services, to provide collateral security, to take-or-

pay, or to maintain financial statement conditions or otherwise) or (ii) to the extent that such an arrangement would be considered to be a guaranty under GAAP, entered into for the purpose of assuring in any other manner the obligee of such Debt or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part), provided that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business. The term â€œGuaranteeâ€ used as a verb has a corresponding meaning. For purposes hereof, the amount 13of any Guarantee shall be deemed to be equal to the lesser of (i) any stated amount of the guarantee or (ii) the outstanding amount of the obligation directly or indirectly guaranteed.â€œIndemnified Taxesâ€ means (a)Â Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower under any Loan Document and (b)Â to the extent not otherwise described in clauseÂ (a), Other Taxes.â€œIndemniteeâ€ has the meaning set forth in Section 9.04(a).â€œInterestâ€ has the meaning set forth in Section 9.12(a).â€œInterest Periodâ€ means, with respect to each Term SOFR Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the first, third or sixth month thereafter, as the Borrower may elect in the applicable Notice of Borrowing; provided that:(a)Â Â Â Â any Interest Period (subject to clause (c) below) which would otherwise end on a day which is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;(b)Â Â Â Â any Interest Period which begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the appropriate subsequent calendar month) shall, subject to clauseÂ (c) below, end on the last Business Day of the appropriate subsequent calendar month; and(c)Â Â Â Â no Interest Period may be selected which begins before the Maturity Date and would otherwise end after the Maturity Date.â€œJPMorganâ€ means JPMorgan Chase Bank, N.A., a national banking association, and its successors.â€œLending Officeâ€ means, as to each Bank, its office set forth in its Administrative Questionnaire delivered by it to the Administrative Agent or such other office as such Bank may hereafter designate as its Lending Office by notice to the Borrower and the Administrative Agent.â€œLienâ€ means, with respect to any asset, any mortgage, deed to secure debt, deed of trust, lien, pledge, charge, security interest, security title, preferential arrangement which has the practical effect of constituting a security interest or encumbrance, or encumbrance or servitude of any kind in respect of such asset to secure or assure payment of a Debt or a Guarantee, whether by consensual agreement or by operation of statute or other law, or by any agreement, contingent or otherwise, to provide any of the foregoing. For the purposes of this Agreement, the Borrower or any Subsidiary shall be deemed to own subject to a Lien any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such asset; exclusive, however, of (i) any liens for taxes or governmental charges either not yet delinquent or which are being contested in good 14faith by appropriate proceedings, (ii) liens not securing Debt which are created by or relating to any legal proceeding which at the time are being contested in good faith by appropriate proceedings or (iii)Â any other statutory or inchoate lien securing amounts other than Debt which are not delinquent.â€œLoanâ€ means any loan made by any Bank to the Borrower pursuant to this Agreement.â€œLoan Documentsâ€ means this Agreement and each other document to which the Borrower and the Administrative Agent are a party that by its terms provides that it is a â€œLoan Documentâ€ for purposes hereof and, other than for the purposes of Section 9.06, the Notes, in each case, as such documents and instruments may be amended or supplemented from time to time.â€œMargin Stockâ€ means â€œmargin stockâ€ as defined in Regulation U.â€œMaterial Adverse Effectâ€ means, with respect to any event, act, condition or occurrence of whatever nature (including any adverse determination in any litigation, arbitration, or governmental investigation or proceeding), whether singly or in conjunction with any other event or events, act or acts, condition or conditions, occurrence or occurrences, whether or not related, a material adverse change in, or a material adverse effect upon, any of (a)Â the financial condition, operations, business, or properties of the Borrower and its Consolidated Subsidiaries taken as a whole, (b)Â the rights and remedies of the Administrative Agent or the Banks under the Loan Documents, or the ability of the Borrower to perform its obligations under the Loan Documents to which it is a party, as applicable, or (c)Â the legality, validity or enforceability of any Loan Document, which, in the case of clausesÂ (b) and (c), would reasonably be expected to result in either the Administrative Agent or any Bank not obtaining the practical realization of the significant benefits purported to be provided thereby; provided, however, that in no event shall either the Borrowerâ€™s lack of access to the commercial paper market or the consequences thereof, in and of itself, be deemed to constitute a Material Adverse Effect.â€œMaturity Dateâ€ means May 7, 2027.â€œMaximum Rateâ€ has the meaning set forth in Section 9.12.â€œMoodyâ€™sâ€ means Moodyâ€™s Investors Service, Inc., and any successor to its rating agency business.â€œNon-Consenting Bankâ€ has the meaning set forth in Section 9.06(c).15â€œNon-Defaulting Bankâ€ means, at any time, each Bank that is not a Defaulting Bank at such time.â€œNotesâ€ means the promissory notes of the Borrower, substantially in the form of Exhibit A, evidencing the obligation of the Borrower to repay Loans, together with all amendments, modifications and supplements thereto.â€œNotice of Borrowingâ€ has the meaning set forth in Section 2.02(a).â€œNYFRBâ€ means the Federal Reserve Bank of New York.â€œNYFRB Rateâ€ means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or, for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term â€œNYFRB Rateâ€ shall mean the rate for a federal funds transaction quoted at 11:00 a.m. (New York City time) on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.â€œNYFRBâ€™s Websiteâ€ means the website of the NYFRB at http://www.newyorkfed.org, or any successor source.â€œOther Connection Taxesâ€ means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Taxes (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).â€œOther Taxesâ€ means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 8.06 or 9.06(c)).â€œOvernight Bank Funding Rateâ€ means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on the NYFRBâ€™s Website from time to time, and published on the next succeeding Business Day as an overnight bank funding rate.â€œParticipantâ€ has the meaning set forth in Section 9.07(b).16â€œParticipant Registerâ€ has the meaning set forth in Section 9.07(b).â€œPaymentâ€ has the meaning set forth in SectionÂ 7.11(a).â€œPayment Noticeâ€ has the meaning set forth in SectionÂ 7.11(a).â€œPBGCâ€ means the Pension Benefit Guaranty Corporation or any entity succeeding to any or all of its functions under ERISA and any successor entity performing similar functions.â€œPersonâ€ means an individual, a corporation, a partnership, an unincorporated association, a trust or any other entity or organization, including, but not limited to, a Governmental Authority.â€œPlanâ€ means at any time an employee pension benefit plan which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code and is either (i) maintained by the Borrower or a member of the Controlled Group for employees of the Borrower or any member of the Controlled Group or (ii) maintained pursuant to a collective bargaining agreement or any other arrangement under which more than one employer makes contributions and to which the Borrower or a member of the Controlled Group is then making or accruing an obligation to make contributions or has within the preceding 5 plan years made contributions. â€œPlatformâ€ has the meaning set forth in Section 9.01(b).â€œPrime Rateâ€ means the rate of interest last quoted by The Wall Street Journal as the â€œPrime Rateâ€ in the United States or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the â€œbank prime loanâ€ rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.â€œPTEâ€ means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.â€œRatingsâ€ means, on any day, the ratings by S&P, Moodyâ€™s and Fitch applicable on such day to the senior, unsecured, long-term indebtedness for borrowed money of the Borrower that is not guaranteed by any other Person or subject to any other credit enhancement.â€œRecipientâ€ means the Administrative Agent and any Bank.â€œRedeemable Preferred Stockâ€ of any Person means any preferred stock issued by such Person (i) required (by the terms of the governing instruments or at the option of the holder) to be mandatorily redeemed for cash at any time prior to the Maturity Date (by sinking fund or 17similar payments or otherwise) or (ii) redeemable at the option of the holder thereof at any time prior to the Maturity Date.â€œReference Timeâ€ with respect to any setting of the then-current Benchmark means (a)Â if such Benchmark is the Term SOFR, 5:00 a.m. (Chicago time) on the day that is two U.S. Government Securities Business Days preceding the date of such setting or (b) if such Benchmark is not the Term SOFR, the time determined by the Administrative Agent in its reasonable discretion. â€œRefunding Loanâ€ means a new Loan made on the day on which an outstanding Loan is maturing, or the conversion of a Borrowing of one Type to a Borrowing of another Type, if and to the extent that the proceeds thereof are used for the purpose of paying such maturing Loan or Loan being converted, excluding any difference between the amount of such maturing Loan or Loan being converted and any greater amount being borrowed on such day and actually either being made available to the Borrower pursuant to Section 2.02(c) or remitted to the Administrative Agent as provided in Section 2.12, in each case as contemplated in Section 2.02(d).â€œRegisterâ€ has the meaning set forth in Section 9.07(e.)â€œRegulation Uâ€ means Regulation U of the Board of Governors of the Federal Reserve System, as in effect from time to time, together with all official rulings and interpretations issued thereunder.â€œRelated Partiesâ€ means, with respect to any specified Person, such Personâ€™s Affiliates and the respective directors, officers, employees, partners, members, agents and advisors of such Person and such Personâ€™s Affiliates.â€œRelevant Governmental Bodyâ€ means, the Federal Reserve Board and/or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NYFRB or, in each case, any successor thereto.â€œRelevant Rateâ€ means (a) with respect to any Term SOFR Borrowing, Adjusted Term SOFR or (b) with respect to any Daily Simple SOFR Borrowing, Adjusted Daily Simple SOFR.â€œRequired Banksâ€ means, at any time, Banks having aggregate Commitments equal in amount to more than 50% of the Total Revolving Credit Commitment or, if the Commitments are no longer in effect, Banks holding more than 50% of the aggregate outstanding principal amount of all the Loans. The Commitments and Loans of any Defaulting Bank shall be disregarded in determining the Required Banks at any time.â€œResolution Authorityâ€ means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.18â€œS&Pâ€ means Standard & Poorâ€™s Rating Services, a Standard & Poorâ€™s Financial Services LLC business, and any successor to its rating agency business.â€œSanctioned Countryâ€ means, at any time, a country or territory which is itself the subject or target of any applicable full-scope Sanctions (which, as of the Closing Date, includes the Crimea region of Ukraine, the so-called Donetsk Peopleâ€™s Republic, the so-called Luhansk Peopleâ€™s Republic, Cuba, Iran, the Kherson and Zaporizhzhia regions of Ukraine, North Korea and Syria).â€œSanctioned Personâ€ means, at any time, (a) any Person listed in any applicable Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State or by the United Nations Security Council, the European Union or His Majestyâ€™s Treasury of the United Kingdom, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person 50% or more owned by any such Person or Persons referred to in clause (a) or (b) above. â€œSanctionsâ€ means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union or His Majestyâ€™s Treasury of the United Kingdom.â€œSignificant Subsidiaryâ€ means any Subsidiary that would be a â€œsignificant subsidiaryâ€ of the Borrower within the meaning of RuleÂ 1-02(w) of Regulation S-X under the Securities Act of 1933, as amended. â€œSOFRâ€ means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.â€œSOFR Administratorâ€ means the NYFRB (or a successor administrator of the secured overnight financing rate).â€œSOFR Administratorâ€™s Websiteâ€ means the NYFRBâ€™s Website or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time. â€œSpecified Acquisitionâ€ means the merger of a wholly owned Subsidiary of the Borrower with and into the Acquired Company, pursuant to which the Acquired Company shall become a wholly owned Subsidiary of the Borrower, in accordance with the terms of the Specified Acquisition Agreement. â€œSpecified Acquisition Agreementâ€ means that certain Agreement and Plan of Merger dated as of March 27, 2024, by and among the Borrower, the Acquired Company, Star Acquisition Merger Sub Inc., a Delaware corporation, and Shingle Acquisition, LP, a Delaware limited partnership.19â€œSubsidiaryâ€ means any corporation or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned by the Borrower.â€œTaxesâ€ means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), value added taxes or any other goods and services, use or sales taxes, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.â€œTerm SOFRâ€ means, with respect to any Term SOFR Borrowing and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m. (Chicago time) two U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator. â€œTerm SOFR Borrowingâ€ means a Borrowing comprised of Term SOFR Loans.â€œTerm SOFR Loanâ€ means a Loan that bears interest at a rate determined by reference to the Adjusted Term SOFR (other than solely as a result of clause (c) of the definition of the term â€œBase Rateâ€).â€œTerm SOFR Reference Rateâ€ means, for any day and time (such day, the â€œTerm SOFR Determination Dayâ€), with respect to any Term SOFR Borrowing and for any tenor comparable to the applicable Interest Period, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 p.m. (NewÂ York City time) on such Term SOFR Determination Day, the â€œTerm SOFR Reference Rateâ€ for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR has not occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than five U.S. Government Securities Business Days prior to such Term SOFR Determination Day. â€œTotal Revolving Credit Commitmentâ€ means, at any time, the aggregate amount of Commitments under this Agreement as of such time, which amount is equal to $1,000,000,000 as of the date hereof, as such aggregate amount of Commitments may be reduced from time to time in accordance with SectionÂ 2.08 or Section 2.09. â€œTransfereeâ€ has the meaning set forth in Section 9.07(d).20â€œTypeâ€, when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted Term SOFR (other than solely as a result of clause (c) of the definition of the term â€œBase Rateâ€), the Base Rate or, if applicable pursuant to Section 8.01, Section 8.02 or SectionÂ 8.03, the Adjusted Daily Simple SOFR.â€œUK Financial Institutionâ€ means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any Person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain Affiliates of such credit institutions or investment firms.â€œUK Resolution Authorityâ€ means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.â€œUnadjusted Benchmark Replacementâ€ means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.â€œUSA Patriot Actâ€ has the meaning set forth in Section 9.16.â€œU.S. Government Securities Business Dayâ€ means any day except for (a)Â a Saturday, (b)Â a Sunday or (c)Â a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities. â€œWrite-Down and Conversion Powersâ€ means (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of such Person or any other Person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to

or ancillary to any of those powers.SECTION 1.02.Accounting Terms and Determinations. Unless otherwise specified herein, all terms of an accounting character used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with GAAP, applied on a basis consistent (except for changes in presentation with which the Borrowerâ€™s independent registered public accounting firm has concurred or otherwise required by a change in GAAP) with the most recent audited consolidated financial statements of the Borrower and its Consolidated Subsidiaries delivered to the Banks. With respect to any such change with which the Borrowerâ€™s independent 21registered public accounting firm has concurred or required by GAAP, in determining compliance with any of the provisions of this Agreement or any of the other Loan Documents, if either: (i)Â the Borrower shall have objected to determining such compliance on such basis at the time of delivery of such financial statements, or (ii)Â the Required Banks shall so object in writing within 30 days after the delivery of such financial statements, such calculations shall instead be made on a basis consistent with those used in the preparation of the latest financial statements as to which such objection shall not have been made (which, if objection is made in respect of the first financial statements delivered under SectionÂ 5.01 hereof, shall mean the financial statements referred to in SectionÂ 4.04). Further, at any time any change in GAAP or change in financial statement presentation as to which the independent registered public accounting firm has concurred would affect the computation of any financial ratio or requirement set forth in this Agreement, if either the Borrower or the Required Banks shall so request, the Administrative Agent, the Banks and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP or change in financial statement presentation (subject to the approval of the Borrower and the Required Banks); provided that, until so amended, (i)Â such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein (subject, however, to the first sentence of this Section) and (ii) the Borrower shall provide to the Administrative Agent and the Banks financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP or financial statement presentation. Notwithstanding the foregoing (other than for purposes of Sections 4.04(a), 5.01(a) and 5.01(b)), (a) all terms of an accounting character used herein (including the term â€œConsolidated Net Tangible Assetsâ€) shall be interpreted, and all accounting determinations hereunder shall be made, including as such terms are used in the definitions of â€œDebtâ€ and â€œLienâ€ and in Section 5.03, without giving effect to any change in accounting for leases resulting from the implementation of Financial Accounting Standards Board Accounting Standards Codification 842 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) (and related interpretations) to the extent any lease (or similar arrangement conveying the right to use) would be required to be treated as a finance lease thereunder where such lease (or similar arrangement) would have been treated as an operating lease under GAAP as in effect immediately prior to the effectiveness of the Accounting Standards Codification 842 and (b) the amount of any Debt shall be determined without giving effect to any election under Financial Accounting Standards Board Accounting Standards Codification 825 (or any other Accounting Standards Codification having a similar result or effect) (and related interpretations) to value any Debt at â€œfair valueâ€, as defined therein.SECTION 1.03.References. Unless otherwise indicated, references in this Agreement to â€œArticlesâ€, â€œExhibitsâ€, â€œSchedulesâ€, â€œSectionsâ€ and other subdivisions are references to articles, exhibits, schedules, sections and other subdivisions hereof.22SECTION 1.04.Use of Defined Terms. All terms defined in this Agreement shall have the same defined meanings when used in any of the other Loan Documents, unless otherwise defined therein or unless the context shall require otherwise.SECTION 1.05.Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and the plural shall include the singular. Titles of Articles and Sections in this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement.SECTION 1.06.Interest Rates; Benchmark Notification. The interest rate on a Loan may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof (other than as expressly set forth herein), including, without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its Affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or replacement rate and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Bank or any other Person for damages of any kind, including direct or indirect, special, punitive incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service except, solely with respect to the administration of such rate by the Administrative Agent, to the extent of direct and actual damages as are determined by a court of competent jurisdiction to have resulted from the Administrative Agentâ€™s gross negligence or willful misconduct in its administration of such rate.SECTION 1.07.Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdictionâ€™s laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its equity interests at such time.23ARTICLE IITHE CREDITSSECTION 2.01.Commitments to Lend. Each Bank severally agrees, on the terms and conditions set forth herein, to make Loans in Dollars to the Borrower from time to time before the Maturity Date; provided that, immediately after each such Loan is made, (a)Â the aggregate outstanding principal amount of all Loans made by such Bank shall not exceed the amount of its Commitment and (b)Â the aggregate outstanding principal amount of all Loans shall not exceed the Total Revolving Credit Commitment. Each Borrowing shall be comprised of Term SOFR Loans, Base Rate Loans or, if applicable pursuant to this Agreement, Daily Simple SOFR Loans. Each Borrowing shall be in an aggregate principal amount of (i)Â in the case of Base Rate Loans or, if applicable pursuant to this Agreement, Daily Simple SOFR Loans, $1,000,000 or any larger multiple of $500,000, and (ii)Â in the case of Term SOFR Loans, $5,000,000 or any larger multiple of $500,000, except that any such Borrowing, whether a Base Rate Borrowing, a Daily Simple SOFR Borrowing or a Term SOFR Borrowing, may be in the aggregate amount of the unused Commitments. Each Borrowing shall be made from the Banks ratably in proportion to their respective Commitments. Within the foregoing limits, the Borrower may borrow under this Section 2.01, repay or prepay Loans and reborrow under this SectionÂ 2.01 at any time before the Maturity Date.SECTION 2.02.Method of Borrowing. (a) The Borrower shall give the Administrative Agent notice (a â€œNotice of Borrowingâ€), which shall be substantially in the form approved by the Administrative Agent and separately provided to the Borrower, prior to 12:00 p.m. (New York City time) on the same day for a Base Rate Borrowing, prior to 11:00 a.m. (New York City time) at least two (2) U.S. Government Securities Business Days prior to each Term SOFR Borrowing and, if applicable pursuant to this Agreement, prior to 11:00Â a.m. (New York City time) at least five (5) U.S. Government Securities Business Days prior to each Daily Simple SOFR Borrowing. Each Notice of Borrowing shall be signed by any authorized officer of the Borrower and shall specify:(i)Â Â Â Â the date of the applicable Borrowing, which shall be a Business Day; (ii)Â Â Â Â the aggregate principal amount of such Borrowing; (iii)Â Â Â Â whether the Loans comprising such Borrowing are to be Base Rate Loans, Term SOFR Loans or, if applicable pursuant to this Agreement, Daily Simple SOFR Loans; (iv)Â Â Â Â in the case of a Term SOFR Borrowing, the duration of the Interest Period applicable thereto, subject to the provisions of the definition of Interest Period; and (v)Â Â Â Â the location and number of the Borrowerâ€™s account to which funds are to be disbursed.24(b)Upon receipt of a Notice of Borrowing, the Administrative Agent shall promptly notify each Bank of the contents thereof and of such Bankâ€™s ratable share of such Borrowing, and such Notice of Borrowing shall not thereafter be revocable by the Borrower.(c)Not later than 2:00 p.m. (New York City time) on the date of each Borrowing, each Bank shall (except as provided in paragraphÂ (d) of this Section) make available its ratable share of such Borrowing in Dollars immediately available in New York, New York, to the Administrative Agent at such account of the Administrative Agent as shall be specified by it for such purpose from time to time. The Administrative Agent will make the funds so received by it from the Banks available to the Borrower, at the account of the Borrower specified in the applicable Notice of Borrowing, not later than 4:30 p.m. (New York City time) on the date of any relevant Borrowing. Unless the Administrative Agent receives notice from a Bank, prior to the date of any Borrowing, stating that such Bank will not make a Loan in connection with such Borrowing, the Administrative Agent shall, in relation to the Banks, be entitled to assume that such Bank will make a Loan in connection with such Borrowing and, in reliance on such assumption, the Administrative Agent may (but shall not be obligated to) make available such Bankâ€™s ratable share of such Borrowing to the Borrower for the account of such Bank. If the Administrative Agent makes any such Bankâ€™s ratable share of a Borrowing available to the Borrower, the Administrative Agent shall promptly notify (which notice may be telephonic) the Borrower of the identity of the Bank for whom such funds were advanced and the amount of such advance. The Administrative Agent shall promptly notify (which notice may be telephonic) the Borrower of the details of any notice received from any Bank stating that any such Bank does not intend to make its ratable share of funds available in connection with any relevant Borrowing. If the Administrative Agent makes such Bankâ€™s ratable share available to the Borrower and such Bank does not in fact make its ratable share of such Borrowing available on such date and has not given notice to the Administrative Agent as provided above of such intention, the Administrative Agent shall be entitled to recover such Bankâ€™s ratable share from such Bank or the Borrower (and for such purpose shall be entitled to charge such amount to any account of the Borrower maintained with the Administrative Agent upon prior notice to the Borrower), together with interest thereon for each day during the period from the date of such Borrowing until such sum shall be paid in full at a rate per annum equal to (i) in the case of a payment to be made by such Bank, the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of a payment to be made by the Borrower, the interest rate applicable to such Borrowing; provided that any such payment by the Borrower of such Bankâ€™s ratable share and interest thereon shall be without prejudice to any rights that the Borrower may have against such Bank. If the Administrative Agent does not exercise its option to advance funds for the account of such Bank, it shall forthwith notify the Borrower of such decision.(d)If any Bank makes a new Loan hereunder on a day on which the Borrower is to repay all or any part of an outstanding Loan from such Bank, such Bank shall apply the proceeds of its new Loan to make such repayment as a Refunding Loan and only an amount equal to the difference (if any) between the amount being borrowed and the amount of such Refunding Loan shall be made available by such Bank to the Administrative Agent as provided in paragraph (c) 25of this Section, or remitted by the Borrower to the Administrative Agent as provided in Section 2.12, as the case may be.(e)In the event that a Notice of Borrowing fails to specify whether the Loans comprising the requested Borrowing are to be Base Rate Loans or Term SOFR Loans (or, if applicable pursuant to this Agreement, Daily Simple SOFR Loans), such Loans shall be made as Base Rate Loans. In the event that a Notice of Borrowing requesting a Term SOFR Borrowing fails to specify the Interest Period with respect to such Borrowing, the Borrower shall be deemed to have selected an Interest Period of one monthâ€™s duration. If the Borrower is otherwise entitled under this Agreement to repay any Loans maturing at the end of an Interest Period applicable thereto with the proceeds of a new Borrowing, and the Borrower fails to repay such Loans using its own moneys and fails to give a Notice of Borrowing in connection with such new Borrowing, a new Borrowing shall be deemed to be made on the date such Loans mature in an amount equal to the principal amount of the Loans so maturing, and the Loans comprising such new Borrowing shall be Base Rate Loans.(f)Notwithstanding anything to the contrary contained herein, including, without limitation, SectionÂ 2.01, there shall not be more than ten (10) Term SOFR Borrowings and/or Daily Simple SOFR Borrowings outstanding at any given time.SECTION 2.03.[Reserved.]SECTION 2.04.Evidence of Indebtedness; Notes. (a)Â Each Bank shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Bank resulting from each Loan made by such Bank, including the amounts of principal and interest payable and paid to such Bank from time to time hereunder.(b)The Administrative Agent shall maintain accounts in which it shall record (i)Â the amount of each Loan made hereunder, the Type thereof and, in the case of a Term SOFR Loan, the Interest Period applicable thereto, (ii)Â the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Bank hereunder and (iii)Â the amount of any sum received by the Administrative Agent hereunder for the accounts of the Banks and each Bankâ€™s share thereof.(c)The entries made in the accounts maintained pursuant to paragraphÂ (a) andÂ (b) of this Section shall be rebuttable presumptive evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Bank or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement.(d)Any Bank may request that Loans made by it be evidenced by a single Note payable to such Bank for the account of its Lending Office in an amount equal to the original principal amount of such Bankâ€™s Commitment. In such event, the Borrower shall prepare, execute and deliver to such Bank a Note payable to such Bank.26(e)Each Bank may record, and prior to any transfer of its Notes shall endorse on the schedules forming a part thereof appropriate notations to evidence, the date, amount and maturity of, and effective interest rate for, each Loan made by it, the date and amount of each payment of principal made by the Borrower with respect thereto, and such schedules of each such Bankâ€™s Notes shall constitute rebuttable presumptive evidence of the respective principal amounts owing and unpaid on such Bankâ€™s Notes; provided, that the failure of any Bank to make any such recordation or endorsement shall not affect the obligation of the Borrower hereunder or under the Notes or the ability of any Bank to assign its Notes. Each Bank is hereby irrevocably authorized by the Borrower so to endorse its Notes and to attach to and make a part of any Note a continuation of any such schedule as and when required. In order to verify the Loans outstanding from time to time, at the request of the Borrower, the Administrative Agent shall furnish the Borrower with its records of transactions under this Agreement, in reasonable detail.SECTION 2.05.Maturity of Loans. (a) Each Term SOFR Loan included in any Borrowing shall mature, and the principal amount thereof shall be due and payable, on the last day of the Interest Period applicable to such Borrowing. Each other Loan shall mature, and the principal amount thereof shall be due and payable, on the Maturity Date. The Borrower hereby unconditionally promises to pay to the Administrative Agent, for the account of each Bank, the principal of each Loan at the maturity thereof.(b)[Reserved.](c)Notwithstanding the foregoing, the outstanding principal amount of the Loans, if any, together with all accrued but unpaid interest thereon, if any, shall be due and payable on the Maturity Date.SECTION 2.06.Interest Rates. (a) Each Base Rate Loan shall bear interest on the outstanding principal amount thereof, for each day from the date such Loan is made or converted to until it is repaid, at a rate per annum equal to the Base Rate for such day plus the Applicable Margin. Such interest shall be payable quarterly in arrears on the last Business Day of each March, June, September and December and on the Maturity Date.(b)Each Term SOFR Loan shall bear interest on the outstanding principal amount thereof, for the Interest Period applicable thereto, at a rate per annum equal to the Adjusted Term SOFR for such Interest Period plus the Applicable Margin. Such interest shall be payable for each Interest Period on the last day thereof (and, if such Interest Period is longer than three months, at intervals of three months after the first day thereof) and upon the repayment or prepayment of such Loan. (c)Each Daily Simple SOFR Loan shall bear interest on the outstanding principal amount thereof, for each day from the date such Loan is made or converted to until it is repaid, at a rate per annum equal to the Adjusted Daily Simple SOFR for such day plus the Applicable Margin. Such interest shall be payable monthly in arrears on each date that is on the numerically corresponding day in each calendar month that is one month after the date such Loan is made or converted to (or, if there is no such numerically corresponding day in such month, then the last 27day of such month), on the Maturity Date and, as to the interest accrued on the principal amount repaid or prepaid, upon the repayment or prepayment of such Loan. (d)[Reserved.](e)In the event of Default in payment of any principal of or interest on any Loan or any fee payable by the Borrower hereunder, such overdue amount to the fullest extent permitted by applicable law, after as well as before judgment, shall automatically and without notice bear interest at the Default Rate, which interest will be payable on demand.SECTION 2.07.Fees. (a) The Borrower shall pay to the Administrative Agent for the ratable account of each Bank a facility fee (the â€œFacility Feeâ€), which shall accrue at the Facility Fee Rate on the average daily amount of the Commitment of such Bank, whether or not used (and, following the termination of such Commitment, on the aggregate outstanding principal amount of the Loans of such Bank), during the period from and including the Closing Date to but excluding the Maturity Date (or, if any Loans shall remain unpaid on the Maturity Date, to such later date as shall be the date of repayment of all the Loans). Facility Fees accrued through and including the last day of each March, June, September and December shall be due and payable in arrears on the 15th day following such last day, commencing with the first such date to occur after the Closing Date, and accrued Facility Fees shall also be due and payable on the date on which all the Commitments shall have terminated and on the Maturity Date; provided that any Facility Fees accruing after the date on which all the Commitments shall have been terminated or after the Maturity Date shall be

payable on demand.(b)The Borrower shall pay to the Administrative Agent, for the account and sole benefit of the Administrative Agent, such fees and other amounts at such times as have been agreed by the Administrative Agent and the Borrower.SECTION 2.08.Optional Termination or Reduction of Commitments. (a) The Borrower may, upon at least three (3) Business Daysâ€™ written notice to the Administrative Agent, terminate at any time, or reduce the Commitments from time to time by an aggregate amount of at least $5,000,000 or any larger multiple of $1,000,000; provided that the Borrower shall not terminate or reduce the Commitments if, after giving effect to any concurrent prepayment of Loans in accordance with Section 2.10 or Section 2.11, the aggregate outstanding principal amount of all Loans of any Bank shall exceed the amount of its Commitment as so reduced. Each notice delivered by the Borrower pursuant to this Section 2.08(a) shall be revocable (which revocation shall be made by written notice to that effect from the Borrower to the Administrative Agent) until the specified date of the termination or reduction and (b) without limiting clause (a) above, may state that such notice is conditioned upon the occurrence of one or more events specified therein, in which case such notice may be revoked by the Borrower (which revocation shall be made by written notice to that effect from the Borrower to the Administrative Agent) on or prior to the specified date of the termination or reduction if such condition is not satisfied. Promptly following receipt of any such notice, the Administrative Agent shall advise the Banks of the contents thereof. Any termination or reduction of the Commitments pursuant to this 28Section 2.08 shall be permanent. Each reduction of the Commitments pursuant to this Section 2.08 shall be made ratably among the Banks in accordance with their respective Commitments.SECTION 2.09.Mandatory Termination of Commitments. (a) The Commitments shall terminate (i) on the Maturity Date, (ii) upon the occurrence of a Change in Control, on any date that shall have been specified for such termination in a notice of termination delivered by the Administrative Agent (acting at the direction of the Required Banks) to the Borrower; provided that if the Borrower shall have provided written notice to the Administrative Agent of the occurrence of such Change in Control (or a potential occurrence of such Change in Control), specifying the details thereof and the date or the expected date of the occurrence thereof, then such notice of termination must be delivered to the Borrower no later than 45 days after the delivery of such notice from the Borrower to the Administrative Agent (it being understood that in the event the Borrower shall have provided to the Administrative Agent a notice of a potential occurrence of a Change in Control, the notice of termination may specify that the date of the termination of the Commitments shall be the date of the occurrence of such Change in Control, without referring to a specific calendar date), and (iii) as provided in Section 6.01.(b)In the event the Specified Acquisition Agreement shall be terminated in accordance with its terms prior to the consummation of the Specified Acquisition, then (i) the Borrower shall give prompt (and in any event within one (1) Business Day) written notice to the Administrative Agent of such termination and (ii) unless previously terminated, the Commitments shall terminate on the date that is three (3)Â Business Days after the date of such termination of the Specified Acquisition Agreement. Promptly following receipt of any such notice, the Administrative Agent shall advise the Banks of the contents thereof. (c)Any termination of the Commitments pursuant to this Section 2.09 shall be permanent.SECTION 2.10.Optional Prepayments. (a) The Borrower may, upon written notice to the Administrative Agent, prepay any Base Rate Borrowing or Daily Simple SOFR Borrowing in whole or in part at any time, in a minimum amount of at least $500,000 or any larger multiple of $500,000 (or the remaining outstanding principal amount of such Borrowing, if less), by paying the principal amount to be prepaid together with (in the case of a Base Rate Borrowing, solely to the extent required pursuant to Section 2.06(a)) accrued interest thereon to the date of prepayment.(b)The Borrower may, upon written notice to the Administrative Agent, prepay any Term SOFR Borrowing, at any time prior to the end of the Interest Period applicable to such Borrowing, in whole or in part, in a minimum amount of at least $500,000 or any larger multiple of $500,000 (or the remaining outstanding principal amount of such Borrowing, if less), by paying the principal amount to be prepaid together with accrued interest thereon to the date of prepayment. Each such optional prepayment of a Term SOFR Borrowing shall be subject to any and all payments required pursuant to the provisions of ArticleÂ VIII.29(c)Each notice delivered by the Borrower pursuant to paragraph (a) or (b) of this Section 2.10 (i) shall be revocable (which revocation shall be made by written notice to that effect from the Borrower to the Administrative Agent) until the specified date of the applicable prepayment and (ii) without limiting clause (i) above, may state that such notice is conditioned upon the occurrence of one or more events specified therein, in which case such notice may be revoked by the Borrower (which revocation shall be made by written notice to that effect from the Borrower to the Administrative Agent) on or prior to the specified date of the applicable prepayment if such condition is not satisfied. Each optional prepayment pursuant to this Section 2.10 shall be applied to prepay ratably the Loans of the Banks of the applicable Type.(d)Upon receipt of a notice of prepayment pursuant to this SectionÂ 2.10, the Administrative Agent shall promptly notify each Bank of the contents thereof and of such Bankâ€™s ratable share of such prepayment.SECTION 2.11.Mandatory Prepayment. (a)In the event that, on any date, the aggregate outstanding principal amount of the Loans exceeds the Total Revolving Credit Commitment then in effect (including because of any reduction of the Commitments pursuant to Section 2.08 and without duplication of amounts required to be prepaid pursuant to clause (b) or (c) below), then the Borrower shall prepay such principal amount of the outstanding Loans (together with interest accrued thereon) as may be necessary so that, after such prepayment, the aggregate outstanding principal amount of the Loans does not exceed the Total Revolving Credit Commitment.(b)Upon the occurrence of a Change in Control, the Borrower shall repay all Loans then outstanding (together with accrued interest thereon) on any date that shall have been specified for such repayment in a notice of repayment delivered by the Administrative Agent (acting at the direction of the Required Banks) to the Borrower; provided that if the Borrower shall have provided written notice to the Administrative Agent of the occurrence of such Change in Control (or a potential occurrence of such Change in Control), specifying the details thereof and the date or the expected date of the occurrence thereof, then such notice of repayment must be delivered to the Borrower no later than 45 days after the delivery of such notice from the Borrower to the Administrative Agent (it being understood that in the event the Borrower shall have provided to the Administrative Agent a notice of a potential occurrence of a Change in Control, the notice of repayment may specify that the date of such repayment shall be the date of the occurrence of such Change in Control, without referring to a specific calendar date).(c)In the event the Specified Acquisition Agreement shall be terminated in accordance with its terms prior to the consummation of the Specified Acquisition, then (i) the Borrower shall give prompt (and in any event within one (1) Business Day) written notice to the Administrative Agent of such termination and (ii) the Borrower shall, no later than the date that is three (3) Business Days after the date of such termination of the Specified Acquisition Agreement, repay all Loans then outstanding (together with accrued interest thereon). 30(d)Promptly following receipt of any notice pursuant to paragraph (c) of this Section 2.11, the Administrative Agent shall advise the Banks of the contents thereof. Each mandatory prepayment pursuant to this Section 2.11 shall be applied to prepay ratably the Loans of the Banks.SECTION 2.12.General Provisions as to Payments. (a) The Borrower shall make each payment of principal of, and interest on, the Loans and of fees hereunder not later than 2:00Â p.m. (New York City time) on the date when due, without offset, in federal funds or other funds immediately available in New York, New York, to the Administrative Agent at such account of the Administrative Agent as shall be specified by it for such purpose from time to time. The Administrative Agent will promptly distribute to each Bank its ratable share of each such payment received by the Administrative Agent for the account of the Banks; provided, that, should the Administrative Agent actually receive any relevant payment from the Borrower prior to 2:00Â p.m. (New York City time) on the date when due, the Administrative Agent shall initiate the distribution process (by wire or otherwise) to such Bank of each such Bankâ€™s ratable portion of any payment received by the Administrative Agent prior to 5:00Â p.m. (New York City time).(b)Whenever any payment of principal, interest, fees or other amount payable hereunder shall be due on a day which is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day.(c)All payments of principal, interest, fees and other amounts to be made by or on account of any obligation of the Borrower pursuant to this Agreement and the other Loan Documents shall be paid without deduction for, and free from, any Taxes. In the event that the Borrower is required by applicable law to make any such withholding or deduction of Taxes on any payment pursuant to this Agreement or any other Loan Document, the Borrower shall timely pay such deduction or withholding to the applicable Governmental Authority (or, if the Administrative Agent or any Bank is required to pay any amount in respect of which such deduction or withholding should have been made, promptly reimburse such payment), and shall promptly furnish to the Administrative Agent and any Bank in respect of which such deduction or withholding is made all receipts and other documents evidencing such payment and, to the extent such deduction or withholding is in respect of an Indemnified Tax, shall pay to each such Bank additional amounts as may be necessary in order that the amount received by such Bank after the required withholding or deduction (including any withholding or deduction of Indemnified Taxes imposed on such additional amounts) shall equal the amount such Bank would have received had no such withholding or deduction of Indemnified Taxes been made.(d)The Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.31(e)Any Bank that is entitled to an exemption from, or reduction of, withholding Tax with respect to payments made under this Agreement or any other Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Bank, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Bank is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in this clause (e) and in SectionÂ 2.12(f)) shall not be required if in the Bankâ€™s reasonable judgment such completion, execution or submission would subject such Bank to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Bank. Without limiting the generality of the foregoing: (A)Â each Bank that is a â€œUnited States personâ€ within the meaning of SectionÂ 7701(a)(30) of the Code shall deliver to the Borrower and the Administrative Agent on or about the date on which such Bank becomes a party to this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent) executed copies of IRS FormÂ W-9 certifying that such Bank is exempt from U.S.Â federal backup withholding Tax; and (B)Â each Foreign Bank that is entitled to an exemption from, or reduction of, any applicable withholding Tax with respect to interest payments under this Agreement or any other Loan Document agrees that it will deliver to the Administrative Agent and the Borrower (or in the case of a Participant, to the Bank from which the related participation shall have been purchased and to the Administrative Agent), on or about the date on which such Bank becomes a party to this Agreement (and from time to time thereafter upon reasonable request of the Borrower or Administrative Agent), two (2) duly completed copies of whichever of the following is applicable: (i)Â Internal Revenue Service Form W-8 ECI, or any successor form thereto, certifying that the payments received from the Borrower under the Loan Documents are effectively connected with such Foreign Bankâ€™s conduct of a trade or business in the United States; (ii)Â Internal Revenue Service Form W-8 BEN or W-8 BEN-E, as applicable, or any successor form thereto, certifying that such Foreign Bank is entitled to benefits under an income tax treaty to which the United States is a party which eliminates or reduces the rate of withholding tax on payments of interest; (iii)Â Internal Revenue Service Form W-8 BEN or W-8 BEN-E, as applicable, or any successor form prescribed by the Internal Revenue Service, together with a certificate (A)Â establishing that the payment to the Foreign Bank qualifies as â€œportfolio interestâ€ exempt from U.S. withholding Tax under Code section 871(h) or 881(c), and (B) stating that (1) the Foreign Bank is not a bank for purposes of Code section 881(c)(3)(A), or the obligation of the Borrower hereunder is not, with respect to such Foreign Bank, a loan agreement entered into in the ordinary course of its trade or business, within the meaning of that section; (2) the Foreign Bank is not a 10% shareholder of the Borrower within the meaning of Code section 871(h)(3) or 881(c)(3)(B); and (3) the Foreign Bank is not a controlled foreign corporation that is related to the Borrower within the meaning of Code section 881(c)(3)(C); or (iv) such other Internal Revenue Service forms as may be applicable to the Foreign Bank, including Forms W-8 IMY (including all required statements) or 32W-8 EXP. Each Bank agrees that if any form or certification it previously delivered under this Agreement expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.(f)If a payment made to a Bank under this Agreement or any other Loan Document would be subject to withholding Tax imposed by FATCA if such Bank were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Bank shall deliver to the Borrower and the Administrative Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower or the Administrative Agent to comply with its obligations under FATCA, to determine that such Bank has complied with such Bankâ€™s obligations under FATCA or to determine the amount to deduct and withhold from such payment. For purposes of this paragraph, FATCA shall include any amendments made to FATCA after the date of this Agreement and any regulations or official interpretations thereof.(g)Each Bank shall severally indemnify the Administrative Agent for any Taxes (but, in the case of any Indemnified Taxes, only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so) attributable to such Bank that are paid or payable by the Administrative Agent in connection with this Agreement or any other Loan Document and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. The indemnity under this SectionÂ 2.12(g) shall be paid within 10 days after the Administrative Agent delivers to the applicable Bank a certificate stating the amount of Taxes so paid or payable by the Administrative Agent. Such certificate shall be conclusive of the amount so paid or payable absent manifest error.(h)The Borrower shall indemnify each Recipient, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this SectionÂ 2.12) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Recipient (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Bank, shall be conclusive absent manifest error.33(i)In the event any Bank or other party to this Agreement receives a refund of any Taxes as to which it has been indemnified pursuant to this SectionÂ 2.12 (including by the payment of additional amounts paid pursuant to this SectionÂ 2.12), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this SectionÂ 2.12 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund) promptly upon receipt thereof; provided, however, if at any time thereafter it is required to return such refund to a Governmental Authority, the indemnifying party shall promptly repay to it the amount of such refund.(j)Further, if any Bank shall have required the Borrower to pay any Taxes or additional amounts to such Bank or any Governmental Authority for the account of such Bank pursuant to this SectionÂ 2.12, then such Bank shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder, or to assign its rights and obligations hereunder to another of its offices, branches or Affiliates, if, in the reasonable judgment of such Bank, such designation or assignment (i)Â would eliminate or reduce amounts payable pursuant to this SectionÂ 2.12 in the future, and (ii)Â would not subject such Bank to any unreimbursed cost or expense and would not otherwise be materially disadvantageous to such Bank. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Bank in connection with any such designation or assignment.(k)Without prejudice to the survival of any other agreement of the Borrower hereunder, the agreements and obligations of the Borrower and the Banks contained in SectionsÂ 2.12(c) through 2.12(j) shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Bank, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under this Agreement and the other Loan Documents.SECTION 2.13.Computation of Interest and Fees. Interest on the Loans shall be computed on the basis of a year of 365/366 days, as to Base Rate Loans when Base Rate is based on the Prime Rate, and 360 days, otherwise, in each case for the actual number of days elapsed, calculated as to each Interest Period from and including the first day thereof to but excluding the last day thereof. Facility Fees and any other accruing fees payable hereunder from time to time shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed (including the first day but excluding the last day).SECTION 2.14.[Reserved.]SECTION 2.15.Defaulting Banks. (a)Notwithstanding anything to the contrary contained in this Agreement, if any Bank becomes a Defaulting Bank, then, until such time as such Bank is no longer a Defaulting Bank, to the extent permitted by applicable law:34(i)Such Defaulting Bankâ€™s right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of Required Banks.(ii)Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Bank (whether voluntary or mandatory, at maturity, pursuant to ArticleÂ VI or otherwise) or received by the Administrative Agent from a Defaulting Bank pursuant to any right of setoff shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by such Defaulting Bank to the

Administrative Agent hereunder; second, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Bank has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; third, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to satisfy such Defaulting Bankâ€™s potential future funding obligations with respect to Loans under this Agreement; fourth, to the payment of any amounts owing to the Banks as a result of any judgment of a court of competent jurisdiction obtained by any Bank against such Defaulting Bank as a result of such Defaulting Bankâ€™s breach of its obligations under this Agreement; fifth, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Bank as a result of such Defaulting Bankâ€™s breach of its obligations under this Agreement; and sixth, to such Defaulting Bank or as otherwise directed by a court of competent jurisdiction; provided that if (x)Â such payment is a payment of the principal amount of any Loans in respect of which such Defaulting Bank has not fully funded its appropriate share, and (y)Â such Loans were made at a time when the conditions set forth in SectionÂ 3.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of all Non-Defaulting Banks on a pro rata basis prior to being applied to the payment of any Loans of such Defaulting Bank until such time as all Loans are held by the Banks pro rata in accordance with the Commitments under this Agreement. Any payments, prepayments or other amounts paid or payable to a Defaulting Bank that are applied (or held) to pay amounts owed by a Defaulting Bank or to post cash collateral pursuant to this SectionÂ 2.15(a)(ii) shall be deemed paid to and redirected by such Defaulting Bank, and each Bank irrevocably consents thereto.(iii)A Defaulting Bank shall not be entitled to receive, and the Borrower shall not be required to pay, any Facility Fee for any period during which such Bank is a Defaulting Bank except on (or on the portion of its Commitment equal to) the outstanding principal amount of the Loans of such Bank. (b)If the Borrower and the Administrative Agent agree in writing that a Bank is no longer a Defaulting Bank, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any cash collateral), such Bank will, to the 35extent applicable, purchase at par that portion of outstanding Loans of the other Banks or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans to be held pro rata by the Banks in accordance with their respective Commitments, whereupon such Bank will cease to be a Defaulting Bank; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Bank was a Defaulting Bank; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Bank to Bank will constitute a waiver or release of any claim of any party hereunder arising from that Bankâ€™s having been a Defaulting Bank.ARTICLE IIICONDITIONS TO EFFECTIVENESS AND BORROWINGSSECTION 3.01.Conditions to First Borrowing. The obligation of each Bank to make Loans hereunder is subject to the satisfaction of each of the following conditions on or prior to the Closing Date:(a)the receipt by the Administrative Agent, on or prior to the Closing Date, of the following:(i)Â Â Â Â from each of the parties hereto of a duly executed counterpart of this Agreement signed by such party (which, subject to Section 9.15(b), may include any Electronic Signatures transmitted by emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page);(ii)Â Â Â Â opinion letters of Alston & Bird LLP and of Stacy S. Ingram, Esq., Associate General Counsel and Deputy Corporate Secretary to the Borrower, each dated as of the Closing Date, addressed to the Administrative Agent and the Banks and covering such matters relating to the transactions contemplated hereby as the Administrative Agent may reasonably request;(iii)Â Â Â Â a certificate, dated as of the Closing Date, signed by a principal financial officer of the Borrower, to the effect that (A)Â no Default has occurred and is continuing on the Closing Date and (B)Â the representations and warranties of the Borrower contained in Article IV-A are true and correct on and as of the Closing Date; and(iv)Â Â Â Â all documents which the Administrative Agent may reasonably request relating to the existence of the Borrower, the corporate authority for and the validity of this Agreement, the Notes and the other Loan Documents and any other matters relevant hereto or thereto, all in form and substance reasonably satisfactory to the Administrative Agent, including, without limitation, a certificate of incumbency of the Borrower, signed by the Secretary or an Assistant Secretary of the Borrower, certifying as to the names, true signatures and incumbency of the officer or officers, respectively, of the Borrower authorized to execute and deliver the Loan Documents, and certified copies of the following items, for the Borrower: (A)Â Certificate/Articles of Incorporation, (B)Â Bylaws, (C)Â a certificate of the Secretary of State of the State of Delaware as to the good standing 36of the Borrower as a corporation in that state, and (D)Â the action taken by the Board of Directors authorizing the execution, delivery and performance of this Agreement, the Notes and the other Loan Documents. (b)The Administrative Agent and the Arrangers shall have received all fees and other amounts due and payable on or prior to the Closing Date, including, to the extent invoiced, reimbursement or payment of all reasonable out-of-pocket expenses (including reasonable fees, charges and disbursements of counsel) required to be reimbursed or paid by the Borrower hereunder or under any other Loan Document.(c)The Banks shall have received all documentation and other information reasonably requested by the Banks or the Administrative Agent under applicable â€œknow your customerâ€ and anti-money laundering rules and regulations, including the USA Patriot Act.SECTION 3.02.Conditions to All Borrowings. The obligation of each Bank to make a Loan on the occasion of each Borrowing (including any Borrowing made on the Closing Date), other than a Borrowing which consists solely of Refunding Loans, is subject to the satisfaction of the following conditions:(a)receipt by the Administrative Agent of a Notice of Borrowing;(b)immediately before and after giving effect to such Borrowing, no Default or Event of Default shall have occurred and be continuing;(c)the representations and warranties of the Borrower contained in ArticleÂ IV-A shall be true and correct in all material respects on and as of the date of such Borrowing (other than (i)Â any representation or warranty that relates solely to an earlier date, in which case such representation or warranty shall be true as of such earlier date, and (ii)Â after the Closing Date, the representations and warranties found in SectionsÂ 4.04(b) and 4.05), provided that to the extent any such representation or warranty is already qualified by materiality or material adverse effect, such representation or warranty shall be true and correct in all respects; and (d)immediately after such Borrowing, the aggregate outstanding principal amount of the Loans of each Bank will not exceed the amount of its Commitment. Each Borrowing (excluding any Borrowing that consists solely of Refunding Loans) hereunder shall be deemed to be a representation and warranty by the Borrower on the date thereof that the conditions precedent set forth in clauses (b), (c) and (d) above have been satisfied. 37ARTICLE IV-AREPRESENTATIONS AND WARRANTIES OF THE BORROWERThe Borrower represents and warrants that:SECTION 4.01.Corporate Existence and Power. The Borrower is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, is duly qualified to transact business in every jurisdiction where the failure to so qualify would reasonably be expected to have or cause a Material Adverse Effect, and has all corporate powers and all governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted, except where the failure to possess any such powers, licenses, authorizations, consents, or approvals would not reasonably be expected to have or cause a Material Adverse Effect.SECTION 4.02.Corporate and Governmental Authorization; No Contravention. The execution, delivery and performance by the Borrower of this Agreement, the Notes and the other Loan Documents (i)Â are within the Borrowerâ€™s corporate powers, (ii)Â have been duly authorized by all necessary corporate action, (iii)Â require no action by or in respect of or filing with, any governmental body, agency or official, (iv)Â do not contravene, or constitute a default under, any provision of applicable law or regulation or of the certificate of incorporation or by-laws of the Borrower or of any material agreement, judgment, injunction, order, decree or other instrument binding upon the Borrower or any of its Significant Subsidiaries, and (v)Â do not result in the creation or imposition of any Lien on any asset of the Borrower or any of its Significant Subsidiaries.SECTION 4.03.Binding Effect. This Agreement constitutes a valid and binding agreement of the Borrower enforceable in accordance with its terms, and the Notes and the other Loan Documents, when executed and delivered in accordance with this Agreement, will constitute valid and binding obligations of the Borrower enforceable in accordance with their respective terms; provided that the enforceability hereof and thereof is subject in each case to general principles of equity and the bankruptcy, insolvency and similar laws affecting the enforcement of creditorsâ€™ rights generally.SECTION 4.04.Financial Information. (a) The consolidated balance sheet of the Borrower and its Consolidated Subsidiaries as of January 28, 2024, and the related consolidated statements of income, stockholdersâ€™ equity and cash flows for the Fiscal Year then ended, reported on by KPMG LLP and filed on Form 10-K with the Securities and Exchange Commission, fairly present, in conformity with GAAP, the consolidated financial position of the Borrower and its Consolidated Subsidiaries as of such date and their consolidated results of operations and cash flows for such Fiscal Year. (b)Since January 28, 2024, there has been no event, act, condition or occurrence having a Material Adverse Effect.38SECTION 4.05.No Litigation. There is no action, suit or proceeding pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower or any of its Subsidiaries before any court or arbitrator or any governmental body, agency or official which would reasonably be expected to have or cause a Material Adverse Effect.SECTION 4.06.Investment Company Act. Neither the Borrower nor any of its Subsidiaries is an â€œinvestment companyâ€ within the meaning of the Investment Company Act of 1940, as amended.SECTION 4.07.Ownership of Property; Liens. Each of the Borrower and its Significant Subsidiaries has title to its properties sufficient for the conduct of its business, and none of such properties is subject to any Lien except as permitted in SectionÂ 5.03.SECTION 4.08.No Default. Neither the Borrower nor any of its Consolidated Subsidiaries is in default under or with respect to any agreement, instrument or undertaking to which it is a party or by which it or any of its property is bound which could reasonably be expected to have or cause a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.SECTION 4.09.Full Disclosure. All written information heretofore furnished by the Borrower to the Administrative Agent or any Bank for purposes of or in connection with this Agreement or any transaction contemplated hereby is, and all such information hereafter furnished by the Borrower to the Administrative Agent or any Bank will be, true and correct in all material respects or based on what the Borrower in good faith believes to be reasonable estimates on the date as of which such information is stated or certified.SECTION 4.10.Margin Stock. Neither the Borrower nor any of its Subsidiaries is engaged principally or as one of its important activities, in the business of purchasing or carrying any Margin Stock, and no part of the proceeds of any Loan will be used for any purpose, including, without limitation, to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock, which violates, or which is inconsistent with, the provisions of Regulation U.SECTION 4.11.Anti-Corruption Laws and Sanctions. The Borrower maintains and will maintain in effect policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Borrower and, to the knowledge of the Borrower, its Subsidiaries and their respective directors, officers, employees and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. To the knowledge of the Borrower, neither this credit facility nor any Loans made hereunder will, whether directly or, to the knowledge of the Borrower, indirectly, be used by or for the benefit of a Sanctioned Person or will result in a violation by any party hereto of Anti-Corruption Laws or applicable Sanctions.39SECTION 4.12.Affected Financial Institutions. The Borrower is not an Affected Financial Institution.ARTICLE IV-BREPRESENTATIONS AND WARRANTIES OF THE BANKS AND THE ADMINISTRATIVE AGENTThe Administrative Agent and each Bank severally represents and warrants on behalf of itself, but not on behalf of any other Person, that:SECTION 4.13.Administrative Agent and Bank Corporate Existence and Power. (a) It is a banking association, corporation or other legal entity, as applicable, duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has all corporate or other organizational powers and all material governmental licenses, authorizations and approvals required to perform its obligations hereunder.(b)In the case of a Bank, it is a commercial lender or financial institution which makes Loans in the ordinary course of its business and it will make its Loans hereunder for its own account in the ordinary course of such business; provided, however that, subject to SectionÂ 9.07, the disposition of the Loans of that Bank shall at all times be within its exclusive control.SECTION 4.14.Administrative Agent and Bank Binding Effect. This Agreement constitutes a valid and binding agreement of it enforceable against it in accordance with its terms, provided that the enforceability hereof is subject in each case to general principles of equity and to bankruptcy, insolvency and similar laws affecting the enforcement of creditorsâ€™ rights generally.SECTION 4.15.Compliance with ERISA. (a) In the case of a Bank, such Bank (x)Â represents and warrants, as of the date such Person became a Bank party hereto, to, and (y)Â covenants, from the date such Person became a Bank party hereto to the date such Person ceases being a Bank party hereto, for the benefit of, the Administrative Agent, and not, for the avoidance of doubt, to or for the benefit of the Borrower, that at least one of the following is and will be true: (i)Â Â Â Â such Bank is not using â€œplan assetsâ€ (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Bankâ€™s entrance into, participation in, administration of and performance of the Loans, the Commitments or this Agreement; (ii)Â Â Â Â the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) 40or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Bankâ€™s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement; (iii)Â Â Â Â (A) such Bank is an investment fund managed by a â€œQualified Professional Asset Managerâ€ (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Bank to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Bank, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Bankâ€™s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement; or(iv)Â Â Â Â such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Bank.(b)In addition, unless either (1)Â sub-clauseÂ (i) in the immediately preceding clauseÂ (a) is true with respect to a Bank or (2)Â a Bank has provided another representation, warranty and covenant in accordance with sub-clauseÂ (iv) in the immediately preceding clauseÂ (a), such Bank further (x)Â represents and warrants, as of the date such Person became a Bank party hereto, to, and (y)Â covenants, from the date such Person became a Bank party hereto to the date such Person ceases being a Bank party hereto, for the benefit of, the Administrative Agent, and not, for the avoidance of doubt, to or for the benefit of the Borrower, that the Administrative Agent is not a fiduciary with respect to the assets of such Bank involved in such Bankâ€™s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any other Loan Document or any documents related hereto or thereto).ARTICLE VCOVENANTSThe Borrower agrees that, so long as any Bank has any Commitment hereunder or any amount payable hereunder or under any Note remains unpaid:SECTION 5.01.Information. The Borrower will deliver to the Administrative Agent for distribution to each Bank:(a)as soon as available and in any event within 90 days after the end of each Fiscal Year, a consolidated balance sheet of the Borrower and its Consolidated Subsidiaries as of the end of such Fiscal Year and the related consolidated statements of income, stockholdersâ€™ equity and cash flows for such Fiscal Year, setting forth in each case in comparative form the figures for the previous fiscal year, all audited and reported on by KPMG LLP or other independent registered public accounting firm of nationally recognized standing, with such audit report to be 41free of any exceptions and qualifications as to â€œgoing concernâ€ (other than with respect to, or expressly resulting solely from, (x) any potential inability to satisfy any financial covenant that may be included in any agreement to which the Borrower or its Subsidiaries are a party on a future date or in a future period or (y) an upcoming maturity date under any Debt); (b)as soon as available and in any event within 45 days after the end of each of the first three (3) Fiscal Quarters of each Fiscal Year, a consolidated balance sheet of the Borrower and its Consolidated Subsidiaries as of the end of such Fiscal Quarter and the related statement of income and statement of cash flows for such Fiscal Quarter and for the portion of the Fiscal Year ended at the end of such Fiscal Quarter, setting forth in each case in comparative form the figures for the corresponding Fiscal Quarter (or Fiscal Year in the case of balance sheets) and the corresponding portion of the previous Fiscal Year, all certified (subject to the absence of footnotes and to normal year-end audit adjustments) as to fairness of presentation in accordance with GAAP by the chief financial officer or the chief accounting officer of the Borrower;(c)simultaneously with the delivery of each set of financial statements referred to in clauseÂ (a) or (b) above, a certificate, substantially in the form of ExhibitÂ C (a â€œCompliance Certificateâ€), of the chief financial officer, the treasurer or the chief accounting officer of the Borrower stating whether any Default exists on the date of such certificate and, if any Default then exists, setting forth the details thereof and the action which the Borrower is taking or proposes to take with respect thereto;(d)promptly after any of the chief executive, chief financial, chief operating, chief legal or chief accounting officer or the treasurer of the Borrower becomes aware of the occurrence of any Default, a certificate of the chief financial officer or the chief accounting officer of the Borrower setting forth the details thereof and the action which the Borrower is taking or proposes to take with respect thereto;(e)promptly upon the public filing thereof, copies of all registration statements (other than the exhibits thereto and any registration statements on Form S-8 or its equivalent) and annual, quarterly or monthly reports which the Borrower shall have filed with the Securities and Exchange Commission;(f)if and when the Borrower or any member of the Controlled Group (i) gives or is required to

give notice to the PBGC of any â€œreportable eventâ€ (as defined in Section 4043 of ERISA) with respect to any Plan which might constitute grounds for a termination of such Plan under Title IV of ERISA, or knows that the plan administrator of any Plan has given or is required to give notice of any such reportable event, a copy of the notice of such reportable event given or required to be given to the PBGC; (ii) receives notice of complete or partial withdrawal liability under Title IV of ERISA, a copy of such notice; or (iii) receives notice from the PBGC under Title IV of ERISA of an intent to terminate or appoint a trustee to administer any Plan, a copy of such notice, in each case of clausesÂ (i) through (iii), where such event or occurrence (or the circumstances that are the subject of any such notice), either individually or in the aggregate with all other such events or occurrences (or the circumstances that are the subject of any such 42notice) described in this clauseÂ (f), would be reasonably likely to give rise to a Material Adverse Effect; and(g)as applicable, from time to time such additional information regarding the financial position or business of the Borrower and its Subsidiaries, or such other information concerning the Borrower and its Subsidiaries as may be required under any applicable â€œknow your customerâ€ laws, in each case, as the Administrative Agent, at the request of any Bank, may reasonably request; provided, however, that in any event the Borrower shall not be obligated to deliver any such information to the extent delivery thereof could compromise any attorney-client privilege or that would cause undue expense or burden for the Borrower to obtain or prepare.Information required to be delivered to the Administrative Agent pursuant to this SectionÂ 5.01 shall be deemed to have been delivered to the Administrative Agent, and by the Administrative Agent to the Banks, if such information shall have been posted on the Platform or shall be publicly available on the website of the Securities and Exchange Commission at http://www.sec.gov (or any replacement, successor or substitute therefor). Information required to be delivered pursuant to this SectionÂ 5.01 may also be delivered by electronic communications pursuant to procedures approved by the Administrative Agent.SECTION 5.02.Inspection of Property. The Borrower will permit, and cause each Subsidiary to permit, representatives of the Administrative Agent at the Banksâ€™ expense and limited to once per year prior to the occurrence of an Event of Default and at the Borrowerâ€™s expense after the occurrence of an Event of Default to visit and inspect any of their respective properties, to examine and make abstracts from any of their respective books and records relevant in the reasonable judgment of the Administrative Agent to an assessment of the Borrowerâ€™s creditworthiness, and to discuss their respective affairs, finances and accounts with their respective officers, employees and independent public accountants; provided that the Borrower shall be given the opportunity to participate in any discussions with the Borrowerâ€™s independent public accountants; and provided, further, that if in the Borrowerâ€™s judgment the disclosure of any requested information would compromise any attorney-client privilege, privilege afforded to attorney work product or similar privilege, the Borrower shall make available redacted versions of requested documents or, if unable to do so consistent with the preservation of such privilege, shall endeavor in good faith otherwise to disclose information responsive to the Administrative Agentâ€™s requests in a manner that will protect such privilege. The Borrower agrees to cooperate and assist in such visits and inspections, in each case at such reasonable times as may reasonably be requested.43SECTION 5.03.Negative Pledge. Neither the Borrower nor any Consolidated Subsidiary will create, assume or suffer to exist any Lien on any asset now owned or hereafter acquired by it, except:(a)Liens existing on the date of this Agreement securing Debt outstanding on the date of this Agreement;(b)any Lien existing on any asset of any Person at the time such Person becomes a Consolidated Subsidiary and not created in contemplation thereof;(c)any Lien on any asset securing Debt incurred or assumed for the purpose of financing all or any part of the cost of acquiring or constructing such asset (or effecting any repairs, improvements or additions to such asset); provided that such Lien attaches to such asset concurrently with or within 18 months after the acquisition or completion of construction, repair or improvement thereof;(d)any Lien on any asset of any Person existing at the time such Person is merged or consolidated with or into, or otherwise acquired by, the Borrower or a Consolidated Subsidiary and not created in contemplation of such event;(e)any Lien existing on any asset prior to the acquisition thereof by the Borrower or a Consolidated Subsidiary and not created in contemplation of such acquisition;(f)Liens securing Debt owing by any Subsidiary to the Borrower or another Subsidiary;(g)any Lien arising out of the refinancing, extension, renewal or refunding of any Debt secured by any Lien permitted by any of the foregoing paragraphs of this Section; provided that (i)Â such Debt is not secured by any additional assets, and (ii)Â the amount of such Debt secured by any such Lien is not increased (other than by the amount of accrued interest, fees and transactions costs);(h)Liens incidental to the conduct of its business or the ownership of its assets which (i)Â do not secure Debt and (ii)Â do not, in the aggregate, materially detract from the value of the assets of the Borrower and its Subsidiaries, taken as a whole, or materially adversely impair the business operations of the Borrower and its Subsidiaries, taken as a whole;(i)any Lien on Margin Stock;(j)Liens arising from any synthetic lease transaction pursuant to which the Borrower or any of its Subsidiaries is a lessee;(k)Liens securing the obligations and liabilities of the Borrower hereunder; 44(l)any Liens on fixed or capital assets securing capital lease obligations of the Borrower or any Subsidiary; provided that such Liens shall only apply to the assets subject to such capital leases (and the proceeds and products thereof); and (m)Liens not otherwise permitted by the foregoing paragraphs of this Section securing Debt or other obligations in an aggregate amount at any time outstanding not to exceed 12.5% of Consolidated Net Tangible Assets;provided, however, that all Liens permitted by the foregoing clausesÂ (a) throughÂ (i) and clause Â (m) shall at no time secure Debt in an aggregate amount greater than 15% of Consolidated Net Tangible Assets.SECTION 5.04.Maintenance of Existence. The Borrower shall maintain its corporate existence, except as permitted by SectionÂ 5.05. The Borrower shall carry on its businesses (directly or through its Subsidiaries) in all material respects in substantially the same manner and in substantially the same fields as such businesses are now carried on (or other fields reasonably related thereto or that are reasonable extensions thereof).SECTION 5.05.Consolidations, Mergers and Sales of Assets. The Borrower will not consolidate with or merge into any other Person, or sell, lease or otherwise transfer (or permit its Subsidiaries to sell, lease or otherwise transfer) assets constituting all or substantially all the assets of the Borrower and its Subsidiaries to any other Person; provided that the Borrower may consolidate or merge with another Person if (a)Â such Person is solvent and organized under the laws of the United States of America or one of its states, (b)Â the Borrower is the corporation surviving such merger or consolidation and (c)Â immediately after giving effect to such merger or consolidation, no Event of Default shall have occurred and be continuing.SECTION 5.06.Use of Proceeds.(a)The Borrower will use the proceeds of the Loans for working capital and other general corporate purposes of the Borrower and its Subsidiaries. No portion of the proceeds of the Loans will be used by the Borrower or any Subsidiary for any purpose which would result in the violation of RegulationÂ U.(b)No part of the proceeds of any Loan will knowingly be used by the Borrower or any Subsidiary, whether directly or indirectly, (i)Â in furtherance of an offer, payment, promise to pay, authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (ii)Â for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person or in any Sanctioned Country in violation of Sanctions or (iii)Â in any manner that would result in the violation by the Borrower or any Subsidiary of any applicable Sanctions.SECTION 5.07.Compliance with Laws; Payment of Taxes. The Borrower will, and will cause each of its Subsidiaries and each member of the Controlled Group to, comply with applicable laws (including but not limited to ERISA), regulations and similar requirements of governmental authorities (including but not limited to PBGC), except where the necessity of 45such compliance is being contested in good faith through appropriate proceedings or where the failure to so comply would not reasonably be expected to have or cause a Material Adverse Effect. The Borrower will, and will cause each of its Subsidiaries to, pay promptly when due all Taxes, assessments, governmental charges, claims for labor, supplies, rent and other obligations which, if unpaid, would become a lien against the property of the Borrower or any of their Subsidiaries, except (i)Â liabilities being contested in good faith and against which, if requested by the Administrative Agent, the Borrower will set up reserves in accordance with GAAP or (ii)Â where the failure so to pay would not reasonably be expected to have or cause a Material Adverse Effect. The Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.ARTICLE VIDEFAULTSSECTION 6.01.Events of Default. If one or more of the following events (â€œEvents of Defaultâ€) shall have occurred and be continuing:(a)the Borrower shall fail to pay when due any principal of any Loan or shall fail to pay any interest on any Loan within fiveÂ (5) Business Days after such interest shall become due, or shall fail to pay any fee or other amount payable hereunder within fiveÂ (5) Business Days after such fee or other amount becomes due; (b)the Borrower shall fail to observe or perform any covenant contained in SectionsÂ 5.03 to 5.06, inclusive; (c)the Borrower shall fail to observe or perform any covenant or agreement contained or incorporated by reference in this Agreement (other than those covered by clauseÂ (a) or (b) above) and such failure shall not have been cured within 30 days after the earlier to occur of (i)Â written notice thereof being given to the Borrower by the Administrative Agent at the request of any Bank or (ii)Â any of the chief executive, chief financial, chief operating, chief legal or chief accounting officer of the Borrower otherwise becoming aware of any such failure; (d)any representation, warranty, certification or statement made by the Borrower in ArticleÂ IV-A of this Agreement or in any certificate, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect or misleading in any material respect when made (or deemed made); (e)the Borrower or any Significant Subsidiary shall fail to make any payment in respect of Debt (exclusive of Debt owing between and among the Borrower and its Subsidiaries) outstanding in an aggregate amount in excess of $300,000,000 (other than Debt hereunder) when due or within any applicable grace period; 46(f)any event or condition shall occur which results in the acceleration of the maturity of Debt for money borrowed outstanding in an aggregate amount in excess of $300,000,000 of the Borrower or any Significant Subsidiary (including, without limitation, pursuant to any required mandatory prepayment or â€œputâ€ of such Debt to the Borrower or any Significant Subsidiary by reason of the breach by the Borrower or a Significant Subsidiary of a term or provision contained in the agreement or instrument evidencing such Debt);(g)the Borrower or any Significant Subsidiary shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing; (h)an involuntary case or other proceeding shall be commenced against the Borrower or any Significant Subsidiary seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 90 days; or an order for relief shall be entered against the Borrower or any Significant Subsidiary under the federal bankruptcy laws as now or hereafter in effect; (i)one or more judgments or orders for the payment of money in an aggregate amount in excess of $300,000,000 (excluding any amount covered by third party insurance or indemnification from a creditworthy third party as to which claims have been filed and the insurer or indemnitor has not denied coverage) shall be rendered against the Borrower or any Significant Subsidiary and such judgment or order shall continue unsatisfied, unbonded and unstayed for a period of 75 days; or(j)the Borrower or any member of the Controlled Group shall fail to pay when due any material amount which it shall have become liable to pay to the PBGC or to a Plan under Title IV of ERISA; or notice of intent to terminate a Plan or Plans shall be filed under Title IV of ERISA by the Borrower, any member of the Controlled Group, any plan administrator or any combination of the foregoing; or the PBGC shall institute proceedings under Title IV of ERISA to terminate or to cause a trustee to be appointed to administer any such Plan or Plans or a proceeding shall be instituted by a fiduciary of any such Plan or Plans to enforce Section 515 or 4219(c)(5) of ERISA and such proceeding shall not have been dismissed within 75Â days thereafter; or a condition shall exist by reason of which the PBGC would be entitled to obtain a decree adjudicating that any such Plan or Plans must be terminated; or a lien of the PBGC shall be filed against the Borrower or any Subsidiary under Section 4068 of ERISA and such liens shall remain undischarged for a period of 75Â days after the date of filing; and in each such case 47such event or circumstance, individually or in the aggregate with all other such events or circumstances described in this clauseÂ (j), would be reasonably likely to result in a Material Adverse Effect;then, and in every such event, the Administrative Agent shall (i)Â if requested by the Required Banks, by notice to the Borrower terminate the Commitments and they shall thereupon terminate, and (ii)Â if requested by the Required Banks, by notice to the Borrower, declare the Loans and the Notes (together with accrued interest thereon) to be, and the Loans and the Notes and all outstanding principal amounts hereunder and thereunder shall thereupon become, immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower, together with interest at the Default Rate accruing on the principal amount thereof from and after the date of such Event of Default and all other amounts due hereunder; provided that if any Event of Default specified in clauseÂ (g) or (h) above occurs with respect to the Borrower, without any notice to the Borrower or any other act by the Administrative Agent or the Banks, the Commitments shall thereupon terminate and the Loans and the Notes and all outstanding principal amounts hereunder and thereunder (together with accrued interest thereon) shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower, together with interest thereon at the Default Rate accruing on the principal amount thereof from and after the date of such Event of Default and all other amounts due hereunder. Notwithstanding the foregoing, the Administrative Agent shall have available to it all other remedies at law or equity, and shall exercise any one or all of them at the request of the Required Banks.SECTION 6.02.Notice of Default. The Administrative Agent shall give notice to the Borrower of any Default under SectionÂ 6.01(c), promptly upon being requested to do so by any Bank and shall thereupon notify all the Banks thereof.ARTICLE VIITHE ADMINISTRATIVE AGENTSECTION 7.01.Appointment, Powers and Immunities. Each Bank hereby irrevocably appoints and authorizes the Administrative Agent to act as the Administrative Agent hereunder and under the other Loan Documents with such powers as are specifically delegated to the Administrative Agent by the terms hereof and thereof, together with such other powers as are reasonably incidental thereto. The Administrative Agent: (a)Â shall have no duties or responsibilities except as expressly set forth in this Agreement and the other Loan Documents, and shall not by reason of this Agreement or any other Loan Document be a trustee for any Bank or be subject to any fiduciary or other implied duties to any Bank, regardless of whether a Default has occurred and is continuing (and it is understood and agreed that the use of the term â€œagentâ€ herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law, and that such term is used as a matter of market custom and is intended to create or reflect only an administrative relationship between contracting parties); (b)Â shall not be responsible to the Banks for any recitals, 48statements, representations or warranties contained in this Agreement or any other Loan Document, or in any certificate or other document referred to or provided for in, or received by any Bank under, this Agreement or any other Loan Document, or for the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or any other document referred to or provided for herein or therein or for any failure by the Borrower to perform any of its obligations hereunder or thereunder; (c)Â shall not be required to initiate or conduct any litigation or collection proceedings hereunder or under any other Loan Document except to the extent requested by the Required Banks, and then only on terms and conditions satisfactory to the Administrative Agent; (d)Â shall not have any duty to take any discretionary action or to exercise any discretionary power, except discretionary rights and powers expressly contemplated by the Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Banks (or such other number or percentage of the Banks as shall be necessary, or as the Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in the Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion, could expose the Administrative Agent to liability or be contrary to any Loan Document or applicable law; and (e)Â shall not be responsible to any Bank for any action taken or omitted to be taken by it hereunder or under any other Loan Document or any other document or instrument referred to or provided for herein or therein or in connection herewith or therewith, except for its own gross negligence or willful misconduct, as determined by a court of competent jurisdiction by a final and nonappealable judgment. The motivations of the Administrative Agent are commercial in nature and not to invest in the general performance or operations of the Borrower. The Administrative Agent may employ agents and attorneys-in-fact and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it with reasonable care.The provisions of this Article VII are solely for the benefit of the Administrative Agent and the Banks, and, except for its consent rights under SectionÂ 7.09, the Borrower shall not have any rights as a third party beneficiary of any of the provisions of this Article VII. In performing its functions and duties under this Agreement and under the other Loan Documents, the Administrative Agent shall act solely as administrative agent of the Banks and does not assume and shall not be deemed to have assumed any obligation towards or relationship of agency or trust with or for the Borrower.SECTION 7.02.Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon any certification, notice or other communication (including any thereof by telephone or email) believed by it to be genuine and correct and to have been signed or sent by or on behalf of the proper Person or Persons, and upon advice and statements of legal counsel, independent accountants or other experts selected by the Administrative Agent. As to any matters not expressly provided for by this Agreement or any other Loan Document, the Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, hereunder and thereunder in accordance with instructions signed by the Required Banks or such other number of Banks as is expressly required (or as the

Administrative Agent shall in good faith believe to be required) hereby or thereby, and such instructions of the Required Banks or 49other Banks in any action taken or failure to act pursuant thereto shall be binding on all of the Banks.SECTION 7.03.Defaults. The Administrative Agent shall not be deemed to have knowledge of the occurrence of a Default or an Event of Default unless the Administrative Agent has received notice from a Bank or the Borrower specifying such Default or Event of Default and stating that such notice is a â€œNotice of Defaultâ€. In the event that the Administrative Agent receives such a notice of the occurrence of a Default or an Event of Default, the Administrative Agent shall give prompt notice thereof to the Banks. The Administrative Agent shall (subject to SectionÂ 9.06) take such action hereunder with respect to such Default or Event of Default as shall be directed by the Required Banks; provided that the Administrative Agent shall not be required to take any action that, in its opinion, could expose the Administrative Agent to liability or be contrary to any Loan Document or applicable law; provided further that, unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Banks.SECTION 7.04.Rights of Administrative Agent as a Bank. With respect to the Loans made by it, JPMorgan in its capacity as a Bank hereunder shall have the same rights and powers hereunder as any other Bank and may exercise the same as though it were not acting as the Administrative Agent, and the term â€œBankâ€ or â€œBanksâ€ shall, unless the context otherwise indicates, include JPMorgan in its individual capacity. The Administrative Agent may (without having to account therefor to any Bank) accept deposits from, lend money to, act as the financial advisor for and generally engage in any kind of banking, trust or other business with the Borrower (and any of its Affiliates) as if it were not acting as the Administrative Agent, and the Administrative Agent may accept fees and other consideration from the Borrower (in addition to any agency fees and arrangement fees heretofore agreed to between the Borrower and the Administrative Agent) for services in connection with this Agreement or any other Loan Document or otherwise without having to account for the same to the Banks.SECTION 7.05.Indemnification. Each Bank severally agrees to indemnify the Administrative Agent, to the extent the Administrative Agent shall not have been reimbursed by the Borrower, for such Bankâ€™s pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including, without limitation, counsel fees and disbursements) or disbursements of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Administrative Agent in any way relating to or arising out of this Agreement or any other Loan Document or any other documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby (excluding legal fees, to the extent excluded from the indemnification provisions of SectionÂ 9.04 pursuant to SectionÂ 9.04(b)(v), and, unless an Event of Default has occurred and is continuing, the normal administrative costs and expenses incident to the performance of its agency duties hereunder) or the enforcement of any of the terms hereof or thereof or any such other documents; provided, however, that no Bank shall be liable for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of the Administrative Agent, as 50determined by a court of competent jurisdiction by a final and nonappealable judgment. If any indemnity furnished to the Administrative Agent for any purpose shall, in the opinion of the Administrative Agent, be insufficient or become impaired, the Administrative Agent may call for additional indemnity and cease, or not commence, to do the acts indemnified against until such additional indemnity is furnished. For purposes hereof, a Bankâ€™s â€œpro rata shareâ€ shall be determined based upon its share of the sum of the total Loans and the unused Commitments at the time. SECTION 7.06.CONSEQUENTIAL DAMAGES. THE ADMINISTRATIVE AGENT SHALL NOT BE RESPONSIBLE OR LIABLE TO ANY BANK, THE BORROWER OR ANY OTHER PERSON FOR ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHICH MAY BE ALLEGED AS A RESULT OF THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. WITHOUT LIMITING OR OTHERWISE IMPAIRING THE BORROWERâ€™S INDEMNIFICATION OBLIGATIONS FOR THIRD-PARTY CLAIMS UNDER SECTIONÂ 9.04, THE BORROWER SHALL NOT BE RESPONSIBLE OR LIABLE TO THE ADMINISTRATIVE AGENT, ANY BANK OR ANY OTHER PERSON FOR ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHICH MAY BE ALLEGED AS A RESULT OF THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.SECTION 7.07.Nonreliance on Administrative Agent and Other Banks. Each Bank acknowledges and agrees that (a) the Loan Documents set forth the terms of a commercial lending facility, (b) in participating as a Bank, it is engaged in making, acquiring or holding commercial loans and in providing other facilities set forth herein as may be applicable, to such Bank, in each case in the ordinary course of business, and not for the purpose of investing in the general performance or operations of the Borrower, or for the purpose of purchasing, acquiring or holding any other type of financial instrument such as a security (and each Bank agrees not to assert a claim in contravention of the foregoing, such as a claim under the federal or state securities laws), (c) it has, independently and without reliance on the Administrative Agent, any Arranger, any other Bank or their respective Related Parties, and based on such documents and information as it has deemed appropriate, made its own credit analysis of the Borrower and decision to enter into this Agreement and that it will, independently and without reliance upon the Administrative Agent, any Arranger, any other Bank or their respective Related Parties, and based on such documents and information as it shall deem appropriate at the time, continue to make its own analysis and decisions in taking or not taking action under this Agreement or any of the other Loan Documents and (d) it is sophisticated with respect to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable to such Bank, and either it, or the Person exercising discretion in making its decision to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Bank, the Administrative Agent may presume that such condition is satisfactory to such Bank unless the Administrative Agent shall have received notice to the contrary from such Bank prior to the making of such Loan. The 51Administrative Agent shall not be required to keep itself informed as to the performance or observance by the Borrower of this Agreement or any of the other Loan Documents or any other document referred to or provided for herein or therein or to inspect the properties or books of the Borrower or any other Person. Except for notices, reports and other documents and information expressly required to be furnished to the Banks by the Administrative Agent hereunder or under the other Loan Documents, the Administrative Agent shall not have any duty or responsibility to provide any Bank with any credit or other information concerning the affairs, financial condition or business of the Borrower or any other Person (or any of their Affiliates) which may come into the possession of the Administrative Agent or any of its Affiliates in any capacity.SECTION 7.08.Failure to Act. Except for action expressly required of the Administrative Agent hereunder or under the other Loan Documents, the Administrative Agent shall in all cases be fully justified in failing or refusing to act hereunder and thereunder unless it shall receive further assurances to its satisfaction by the Banks of their indemnification obligations under Section 7.05 against any and all liability and expense which may be incurred by the Administrative Agent by reason of taking, continuing to take, or failing to take any such action.SECTION 7.09.Resignation or Removal of Administrative Agent. Subject to the appointment and acceptance of a successor Administrative Agent as provided below, the Administrative Agent may resign at any time by giving notice thereof to the Banks and the Borrower and the Administrative Agent may be removed at any time by the Required Banks if the Person serving as Administrative Agent is a Defaulting Bank pursuant to clauseÂ (d) of the definition thereof. Upon any such resignation or removal, the Required Banks shall have the right to appoint a successor Administrative Agent; provided, that, so long as no Event of Default shall have occurred and then be continuing, the Borrower shall have the right to consent to any successor Administrative Agent (which consent (x)Â in the case of any Bank being appointed successor Administrative Agent, shall not be unreasonably withheld, and (y)Â in the case of the appointment of any other Person as successor Administrative Agent, may be withheld in the discretion of the Borrower). If no successor Administrative Agent shall have been so appointed by the Required Banks and shall have accepted such appointment within 30Â days after the retiring Administrative Agentâ€™s notice of resignation or the Required Banksâ€™ removal of the retiring Administrative Agent, then the retiring or removed Administrative Agent may, on behalf of the Banks, appoint a successor Administrative Agent. Any successor Administrative Agent shall be a bank which has a combined capital and surplus of at least $1,000,000,000. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Administrative Agent, and the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder. After any retiring or removed Administrative Agentâ€™s resignation or removal hereunder as Administrative Agent, the provisions of this Article VII and SectionsÂ 9.03 and 9.04 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as the Administrative Agent hereunder.52SECTION 7.10.Certain Named Parties. Notwithstanding anything herein to the contrary, no Person named on the cover page of this Agreement as a Joint Lead Arranger and Joint Bookrunner or the Syndication Agent shall, in its capacity as such, have any duties or obligations under this Agreement or any other Loan Document.SECTION 7.11.Acknowledgements of Banks. (a) Each Bank hereby agrees that (i)Â if the Administrative Agent notifies such Bank that the Administrative Agent has determinedÂ in its sole discretion that any funds received by such Bank from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a â€œPaymentâ€) were erroneously transmitted to such Bank (whether or not known to such Bank), and demands the return of such Payment (or a portion thereof), such Bank shall promptly, but in no event later than one Business Day thereafter (or such later date as the Administrative Agent may, in its sole discretion, specify in writing), return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from and including the date such Payment (or portion thereof) was received by such Bank to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect, and (ii)Â to the extent permitted by applicable law, such Bank shall not assert, and hereby waives, as to the Administrative Agent, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Payments received, including without limitation any defense based on â€œdischarge for valueâ€ or any similar doctrine. A notice of the Administrative Agent to any Bank under this SectionÂ 7.11(a) shall be conclusive, absent manifest error.(b)Each Bank hereby further agrees that if it receives a Payment from the Administrative Agent or any of its Affiliates (i)Â that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Payment (a â€œPayment Noticeâ€) or (ii)Â that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Bank agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Bank shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one Business Day thereafter (or such a later date as the Administrative Agent may, in its sole discretion, specify in writing), return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from and including the date such Payment (or portion thereof) was received by such Bank to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.53(c)The Borrower hereby agree that (x)Â in the event an erroneous Payment (or portion thereof) is not recovered from any Bank that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Bank with respect to such amount and (y)Â an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any obligations owed by the Borrower under the Loan Documents, except to the extent such erroneous Payment is, and solely with respect to the amount of such erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrower for the purpose of satisfying the obligations of the Borrower under the Loan Documents; provided that this Section 7.11(c) shall not be interpreted to increase (or accelerate the due date for), or have the effect of increasing (or accelerating the due date for), any obligations of the Borrower under the Loan Documents relative to the amount (and/or timing for payment) of such obligations that would have been payable had such erroneous Payment not been made by the Administrative Agent.(d)Each partyâ€™s obligations under this SectionÂ 7.11 shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Bank, the termination of the Commitments or the repayment, satisfaction or discharge of all obligations under any Loan Document.ARTICLE VIIICHANGE IN CIRCUMSTANCES; COMPENSATIONSECTION 8.01.Basis for Determining Interest Rate Inadequate or Unfair. (a) Subject to clauseÂ (b) of this Section, if:(i)Â Â Â Â the Administrative Agent reasonably and in good faith determines (which determination shall be conclusive absent manifest error) (A)Â prior to the commencement of any Interest Period for a Term SOFR Borrowing, that adequate and reasonable means do not exist for ascertaining the Adjusted Term SOFR (including, without limitation, because the Term SOFR Reference Rate is not available or published on a current basis) for such Interest Period or (B)Â at any time, that adequate and reasonable means do not exist for ascertaining the Adjusted Daily Simple SOFR; or(ii)Â Â Â Â the Required Banks advise the Administrative Agent (A)Â prior to the commencement of any Interest Period for a Term SOFR Borrowing, that the Adjusted Term SOFR for such Interest Period will not adequately and fairly reflect the cost to such Banks of funding or maintaining their Loans included in such Borrowing for such Interest Period or (B)Â at any time, that the Adjusted Daily Simple SOFR will not adequately and fairly reflect the cost to such Banks of funding or maintaining Daily Simple SOFR Loans;54the Administrative Agent shall forthwith give notice thereof to the Borrower and the Banks, whereupon, until (x) the Administrative Agent notifies the Borrower that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers a new request for conversion in accordance herewith, any request for the borrowing of, conversion to or continuation of a Term SOFR Borrowing shall instead be deemed to be a request for the borrowing of or conversion to (A) a Daily Simple SOFR Borrowing so long as the Adjusted Daily Simple SOFR is not also the subject of Section 8.01(a)(i) or 8.01(a)(ii) or (B) a Base Rate Borrowing if the Adjusted Daily Simple SOFR also is the subject of Section 8.01(a)(i) or 8.01(a)(ii) above.Â Furthermore, if any Term SOFR Loan or Daily Simple SOFR Loan is outstanding on the date of the Borrowerâ€™s receipt of the notice from the Administrative Agent referred to in this Section 8.01(a) with respect to a Relevant Rate applicable to such Term SOFR Loan or Daily Simple SOFR Loan, then until (x) the Administrative Agent notifies the Borrower that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers a new request for a borrowing or conversion in accordance herewith, (1) any Term SOFR Loan shall on the last day of the Interest Period applicable to such Loan convert to, and shall constitute, (x) a Daily Simple SOFR Loan so long as the Adjusted Daily Simple SOFR is not also the subject of Section 8.01(a)(i) or 8.01(a)(ii) or (y) a Base Rate Loan if the Adjusted Daily Simple SOFR also is the subject of Section 8.01(a)(i) or 8.01(a)(ii) and (2) any Daily Simple SOFR Loan shall, on such date, convert to, and shall constitute, a Base Rate Loan.(b)(i)Â Â Â Â Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any other Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Banks without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Banks comprising the Required Banks.(ii)Â Â Â Â Notwithstanding anything to the contrary herein or in any other Loan Document, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.(iii)Â Â Â Â The Administrative Agent will promptly notify the Borrower and the Banks of (A) any occurrence of a Benchmark Transition Event, (B) the implementation of any Benchmark Replacement, (C) the effectiveness of any Benchmark Replacement Conforming Changes, (D) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (iv) below and (E) the commencement or conclusion of any 55Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Bank (or group of Banks) pursuant to this Section 8.01, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 8.01.(iv)Â Â Â Â Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate (including the Term SOFR) and either (x) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative

Agent in its reasonable discretion or (y) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of â€œInterest Periodâ€ for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (B) if a tenor that was removed pursuant to clause (A) above either (x) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (y) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of â€œInterest Periodâ€ for all Benchmark settings at or after such time to reinstate such previously removed tenor.(v)Â Â Â Â Upon the Borrowerâ€™s receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a borrowing of, conversion to or continuation of any Term SOFR Borrowing to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any request for a borrowing of, or conversion to, any Term SOFR Borrowing into a request for a borrowing of or conversion to (A) a Daily Simple SOFR Borrowing so long as the Adjusted Daily Simple SOFR is not the subject of a Benchmark Transition Event or (B) a Base Rate Borrowing if the Adjusted Daily Simple SOFR is the subject of a Benchmark Transition Event. Furthermore, if any Term SOFR Loan is outstanding on the date of the Borrowerâ€™s receipt of notice of the commencement of a Benchmark Unavailability Period with respect to Term SOFR, then until such time as a Benchmark Replacement is implemented pursuant to this Section 8.01(b), any Term SOFR Loan shall on the last day of the Interest Period applicable to such Loan convert to, and shall constitute, (x) a Daily Simple SOFR Loan so long as the Adjusted Daily Simple SOFR is not the subject of a Benchmark Transition Event or (y) a Base Rate Loan if the Adjusted Daily Simple SOFR is the subject of a Benchmark Transition Event, on such day. 56SECTION 8.02.Illegality. If, after the date hereof, the adoption or taking effect of any applicable law, rule or regulation, or any change in any applicable law, rule or regulation, or any change in the official interpretation or official administration thereof by any Governmental Authority charged with the interpretation or administration thereof (any such event being referred to as a â€œChange of Lawâ€), or compliance by any Bank (or its Lending Office) with any request or directive (whether or not having the force of law) of any Governmental Authority shall make it illegal or impossible for any Bank (or its Lending Office) to make, maintain or fund its Term SOFR Loans and such Bank shall so notify the Administrative Agent, the Administrative Agent shall forthwith give notice thereof to the other Banks and the Borrower, whereupon until such Bank notifies the Borrower and the Administrative Agent that the circumstances giving rise to such suspension no longer exist, (a) the obligation of such Bank to make Term SOFR Loans shall be suspended (and, in the case of any request for a Term SOFR Borrowing, such Bankâ€™s ratable share thereof shall be funded as (i) solely if the Adjusted Daily Simple SOFR is not the subject of Section 8.01(a)(i) or 8.01(a)(ii) and it is not illegal or impossible for such Bank to fund and maintain Daily Simple SOFR Loans, a Daily Simple SOFR Loan or (ii) otherwise, a Base Rate Loan (the interest rate on which Base Rate Loan of such Bank shall, if necessary to avoid such illegality (as specified by such Bank in such notice), be determined by the Administrative Agent without reference to the Adjusted Term SOFR component of the Base Rate)) and (b) any outstanding Term SOFR Loans of such Bank shall, if so requested by such Bank in such notice, immediately convert to (i) solely if the Adjusted Daily Simple SOFR is not the subject of Section 8.01(a)(i) or 8.01(a)(ii) and it is not illegal or impossible for such Bank to fund and maintain Daily Simple SOFR Loans, Daily Simple SOFR Loans and (ii) otherwise, Base Rate Loans (the interest rate on which Base Rate Loans of such Bank shall, if necessary to avoid such illegality (as specified by such Bank in such notice), be determined by the Administrative Agent without reference to the Adjusted Term SOFR component of the Base Rate), with such Daily Simple SOFR Loans or Base Rate Loans participating ratably in all prepayments and repayments of the applicable Term SOFR Borrowing and with accrued interest on such Daily Simple SOFR Loans or Base Rate Loans being payable contemporaneously with the payment of accrued interest on the related Term SOFR Loans of the other Banks. Before giving any notice to the Administrative Agent pursuant to this Section, such Bank shall designate a different Lending Office if such designation will avoid the need for giving such notice and will not, in the reasonable judgment of such Bank, be otherwise materially disadvantageous to such Bank. For purposes of this Agreement, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a â€œChange of Lawâ€, regardless of the date enacted, adopted, promulgated or issued.57SECTION 8.03.Increased Cost and Reduced Return. (a) If after the date hereof, a Change of Law or compliance by any Bank (or its Lending Office) with any official request or directive (whether or not having the force of law) of any Governmental Authority:(i)Â Â Â Â shall subject any Bank (or its Lending Office) to any Taxes on its Loans or Notes, or its obligation to make Loans (or its related deposits, reserves, other liabilities or capital directly attributable, including through the use of reasonable averaging and attribution methods, to the foregoing), or shall change the basis of taxation of payments to any Bank (or its Lending Office) of the principal of or interest on its Loans or any other amounts due under this Agreement in respect of its Loans or its obligation to make Loans (but excluding any Excluded Taxes or Indemnified Taxes and without duplication of any amount due under SectionÂ 2.13); or(ii)Â Â Â Â shall impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance premium or similar requirement (including, without limitation, any such requirement imposed by the Board of Governors of the Federal Reserve System) against assets of, deposits with or for the account of, or credit extended by, any Bank (or its Lending Office) that is directly attributable, including through the use of reasonable averaging and attribution methods, to any Commitment or Loan; or(iii)Â Â Â Â shall impose on any Bank (or its Lending Office) or on the United States or applicable offshore market any other condition directly affecting such Bankâ€™s (or its Lending Officeâ€™s) ability to make Loans or its obligation to make Loans, or such Bankâ€™s Notes;and the result of any of the foregoing is to increase the cost to such Bank (or its Lending Office) of making or maintaining any Loan, or to reduce the amount of any sum received or receivable by such Bank (or its Lending Office) under this Agreement or under its Notes with respect thereto, by an amount reasonably determined by such Bank to be material and directly attributable to such Change of Law or compliance with such official request or directive, then within fifteen (15) days after demand by such Bank (with a copy to the Administrative Agent), the Borrower shall pay to such Bank such additional amount or amounts as will compensate such Bank for such increased cost or reduction; provided that no such amount may be claimed by any Bank which is attributable to periods prior to the date which is sixty (60) days preceding the date on which the officer of the Bank having primary responsibility for asset liability management shall have obtained actual knowledge of such demand; provided, further, that the Borrowerâ€™s payment of any such claim shall be conditioned on the delivery of written certification of such direct and material increase in costs or reduction in sum received or receivable as provided in SectionÂ 8.03(c) hereof.(b)If any Bank shall have determined that after the date hereof a Change of Law regarding capital adequacy or liquidity, or compliance by such Bank (or its Lending Office), or any Person controlling such Bank with any official written request or directive regarding capital adequacy or liquidity (whether or not having the force of law) of any Governmental Authority, has or would have the effect of reducing the rate of return on such Bankâ€™s or such controlling 58Personâ€™s capital as a consequence of its obligations hereunder to a level below that which such Bank or such controlling Person could have achieved but for such Change of Law (taking into consideration such Bankâ€™s or such controlling Personâ€™s policies with respect to capital adequacy and liquidity) by an amount reasonably determined by such Bank or such controlling Person to be material and directly attributable to such Change of Law or compliance with such official request or directive, then from time to time, within 15Â days after demand by such Bank or such controlling Person, the Borrower shall pay to such Bank such additional amount or amounts as will compensate such Bank or such controlling Person for such reduction to the extent directly attributable, including through the use of reasonable averaging and attribution methods, to the Commitments or any Loans; provided that no such amount may be claimed by any Bank which is attributable to periods prior to the date which is sixty (60) days preceding the date on which the officer of the Bank having primary responsibility for asset liability management shall have obtained actual knowledge of such demand; provided, further, that the Borrowerâ€™s payment of any such claim shall be conditioned on the delivery of written certification of such direct and material increase in costs or reduction in sum received or receivable as provided in SectionÂ 8.03(c) hereof.(c)Each Bank will promptly notify the Borrower and the Administrative Agent of any event of which its officer having primary responsibility for asset liability management has knowledge, which occurs or is expected to occur after the date hereof, as a result of which such Bank has determined to claim compensation pursuant to this Section and will designate a different Lending Office if such designation will avoid the need for, or reduce the amount of, such compensation and will not, in the reasonable judgment of such Bank, be otherwise materially disadvantageous to such Bank. A certificate of any Bank claiming compensation under this Section and setting forth in reasonable detail the additional amount or amounts to be paid to it hereunder shall constitute rebuttable presumptive evidence of the amounts to be paid in the absence of manifest error. In determining such amount, such Bank may use any commercially reasonable averaging and attribution methods and a description of such methods (including material assumptions) shall be essential to the â€œreasonable detailâ€ set forth in such certificate or claim.(d)The provisions of this SectionÂ 8.03 shall (i)Â be applicable with respect to any Participant, Assignee or other Transferee, and any calculations required by such provisions shall be made based upon the circumstances of such Participant, Assignee or other Transferee and (ii)Â constitute a continuing agreement and shall survive the termination of this Agreement and the payment in full of the Loans and cancellation of the Notes.(e)If any Bank has demanded compensation under this Section 8.03 with respect to costs or reductions that arise solely with respect to its Term SOFR Loans, and the Borrower shall, by at least five (5) Business Daysâ€™ prior written notice to such Bank through the Administrative Agent, have elected that the provisions of this clause (e) shall apply to such Bank, then, unless and until such Bank notifies the Borrower that the circumstances giving rise to such demand for compensation no longer apply, (i) in the case of any request for a Term SOFR Borrowing, such Bankâ€™s ratable share thereof shall be funded as (A) solely if the Adjusted Daily Simple SOFR is not the subject of Section 8.01(a)(i) or 8.01(a)(ii) and it is not illegal or 59impossible for such Bank to fund and maintain Daily Simple SOFR Loans, a Daily Simple SOFR Loan or (B) otherwise, a Base Rate Loan and (ii) any outstanding Term SOFR Loans of such Bank shall, if so requested by the Borrower in such notice, immediately convert to (A) solely if the Adjusted Daily Simple SOFR is not the subject of Section 8.01(a)(i) or 8.01(a)(ii) and it is not illegal or impossible for such Bank to fund and maintain Daily Simple SOFR Loans, Daily Simple SOFR Loans and (B) otherwise, Base Rate Loans, with such Daily Simple SOFR Loans or Base Rate Loans participating ratably in all prepayments and repayments of the applicable Term SOFR Borrowing and with accrued interest on such Daily Simple SOFR Loans or Base Rate Loans being payable contemporaneously with the payment of accrued interest on the related Term SOFR Loans of the other Banks.SECTION 8.04.[Reserved.]SECTION 8.05.Compensation. Upon the request of any Bank, delivered to the Borrower and the Administrative Agent, the Borrower shall pay to such Bank such amount or amounts as shall compensate such Bank for any actual loss, cost or expense incurred by such Bank (but excluding therefrom any loss of margin) as a result of:(a)any payment or prepayment (pursuant to SectionÂ 8.02 or otherwise) of a Term SOFR Loan on a date other than the last day of an Interest Period for such Loan; or(b)any failure by the Borrower to borrow (other than due to a refusal by the Administrative Agent or any of the Banks to fund under Section 2.02(d) notwithstanding satisfaction of the conditions set forth in Section 3.02), a Term SOFR Loan on the date for the Term SOFR Borrowing of which such Term SOFR Loan is a part specified in the applicable Notice of Borrowing delivered pursuant to SectionÂ 2.02.SECTION 8.06.Replacement of Banks. If any Bank shall request compensation under SectionÂ 8.03, or seek reimbursement for Taxes pursuant to SectionÂ 2.12, or if any Bank becomes a Defaulting Bank or shall not be required to fund Term SOFR Loans as a result of the operation of SectionÂ 8.02, then the Borrower may, at its sole expense and effort, upon notice to such Bank and the Administrative Agent, (i)Â terminate the Commitment of such Bank and repay in full all principal of and accrued interest on the Loans of such Bank, and all accrued fees and other amounts then owing by the Borrower to such Bank hereunder, in each case without any obligation to terminate any Commitment, or prepay any Loan, of any other Bank, it being understood and agreed that from and after the effectiveness of any such termination and repayment, such Bank shall be deemed to no longer be a â€œBankâ€ hereunder or a party hereto, provided that any such Bank shall retain the benefit of indemnification and other provisions hereof which, by the terms hereof, would survive a termination of this Agreement, provided, further, that if, after giving effect to such termination and repayment, the aggregate outstanding principal amount of all Loans shall exceed the Total Revolving Credit Commitment then in effect, then the Borrower shall, concurrently with such termination and repayment, prepay, in accordance with SectionÂ 2.10, one or more Borrowings in an amount necessary to eliminate such excess, or (ii)Â require such Bank to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, SectionÂ 9.07), all of its interests, rights and obligations under this Agreement and the other Loan Documents to an 60Assignee that shall assume such obligations (which Assignee may be another Bank, if a Bank accepts such assignment), provided that, in the case of clauseÂ (ii):(a)the Borrower shall have paid to the Administrative Agent the assignment fee (if any) specified in SectionÂ 9.07;(b)such Bank shall have received payment of an amount equal to the outstanding principal of its Loans, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents from the Assignee;(c)in the case of any such assignment resulting from a claim for compensation under SectionÂ 8.03 or payments required to be made pursuant to SectionÂ 2.12, such assignment shall result in a reduction in such compensation or payments thereafter; and(d)such assignment shall not conflict with applicable law.A Bank shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Bank or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.ARTICLE IXMISCELLANEOUSSECTION 9.01.Notices. (a) All notices, requests and other communications to any party hereunder shall be in writing and shall be given to such party at its address or e-mail set forth on ScheduleÂ 9.01 or such other address or e-mail as such party may hereafter specify for the purpose by notice to each other party (or, in the case of any Bank, to the Borrower and the Administrative Agent). Notices, requests and other communications to the Banks hereunder may be delivered or furnished, in addition to e-mail, by electronic communications (including Internet and the Platform) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices under ArticleÂ II to any Bank if such Bank has notified the Administrative Agent that it is incapable of receiving notices under such Article by such electronic communication. Each such notice, request or other communication shall be effective (i)Â if given by mail, 72Â hours after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, (ii)Â if given by e-mail, upon the senderâ€™s receipt of an acknowledgment from the intended recipient (such as by the â€œreturn receipt requestedâ€ function, as available, return e-mail or other written acknowledgment), provided that if such notice, request or other communication is not sent during the normal business hours of the recipient, such notice, request or other communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, (iii)Â if posted to an Internet or intranet website, including the Platform, upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clauseÂ (ii) of notification that such notice, request or other communication is available and identifying the website address therefor or (iv)Â if given by any other means, when delivered at the address specified in this Section; provided that notices, requests and other 61communications to the Administrative Agent under ArticleÂ II or ArticleÂ VIII shall not be effective until received.(b)The Administrative Agent may, but shall not be obligated to, make any Communication to the Banks by posting such Communication on Debt Domain, IntraLinks, SyndTrak or a similar electronic transmission system (the â€œPlatformâ€). The Platform is provided â€œas isâ€ and â€œas availableâ€. Neither the Administrative Agent nor any of its Related Parties warrants, or shall be deemed to warrant, the adequacy of the Platform, and the Administrative Agent expressly disclaims liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made, or shall be deemed to be made, by the Administrative Agent or any of its Related Parties in connection with the Communications or the Platform. In no event shall the Administrative Agent or any of its Related Parties have any liability to the Borrower, any Bank or any other Person for damages of any kind (whether in tort, contract or otherwise), arising out of the Borrowerâ€™s or the Administrative Agentâ€™s transmission of Communications through the Platform, except to the extent arising from such actions or omissions of the Administrative Agent with respect to such transmission of Communications as constitute bad faith, gross negligence or willful misconduct, as determined by a court of competent jurisdiction by a final and nonappealable judgment. The Administrative Agent is not responsible for approving or vetting the representatives or contacts of any Bank that are added to the Platform.SECTION 9.02.No Waivers. No failure or delay by the Administrative Agent or any Bank in exercising any right, power or privilege hereunder or under any Note or other Loan Document shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.SECTION 9.03.Expenses; Documentary Taxes. The Borrower shall pay (i)Â all reasonable out-of-pocket expenses actually incurred by the Administrative Agent, including fees and disbursements of outside counsel for the Administrative Agent, in connection with (A)Â the preparation of this Agreement and the other Loan Documents (on the terms set forth in the Commitment Letter dated April 9, 2024, entered into among the Borrower and JPMorgan) and (B)Â any waiver or consent hereunder or thereunder or any amendment hereof or thereof or any Default or alleged Default hereunder or thereunder and (ii)Â if a Default occurs, all reasonable out-of-pocket expenses reasonably incurred by the Administrative Agent and the

Banks, including reasonable fees and disbursements of counsel, in connection with such Default and collection and other enforcement proceedings resulting therefrom, including out-of-pocket expenses incurred in enforcing this Agreement and the other Loan Documents. The Borrower shall indemnify the Administrative Agent and each Bank against any transfer, documentary, stamp and similar Taxes, assessments or charges made by any Governmental Authority by reason of the execution and delivery of this Agreement or the other Loan Documents.62SECTION 9.04.Indemnification; Limitation of Liability. (a) Subject to the provisions of paragraphsÂ (b) and (d) below, the Borrower shall indemnify the Administrative Agent, the Banks and their respective Related Parties (each an â€œIndemniteeâ€) from, and hold each of them harmless against, any and all losses, liabilities or damages to which any of them may become subject, insofar as such losses, liabilities or damages arise out of or result from:(i)Â Â Â Â any actions, suits, proceedings (including any investigations or inquiries, actual or threatened) or claims by third parties against or involving any Indemnitee related to the actual or proposed use by the Borrower of the proceeds of any extension of credit by any Bank hereunder or otherwise relating to this Agreement or any other Loan Document (collectively, â€œClaimsâ€ and individually, a â€œClaimâ€), or(ii)Â Â Â Â breach by the Borrower of this Agreement or any other Loan Document, or(iii)Â Â Â Â any actions taken by the Administrative Agent or any of the Banks to enforce this Agreement or any of the other Loan Documents against the Borrower at a time when an Event of Default shall have occurred and then be continuing, and the Borrower shall reimburse the Administrative Agent and each Bank, and each Affiliate thereof and their respective directors, officers, employees, partners, members and agents, upon demand for the reasonable out-of-pocket expenses (including, without limitation, reasonable legal fees) actually and reasonably incurred in connection with any such Claim, breach or action.(b)In no event shall the indemnity provided for in SectionÂ 9.04(a) extend to any losses, liabilities or damages or related expenses to the extent arising out of or resulting from (i)Â any Claim which is the subject matter of another indemnity provision (for which the Borrower is the indemnitor) of this Agreement, (ii)Â the willful misconduct or gross negligence of such Indemnitee, as determined by a final, non-appealable judgment of a court of competent jurisdiction, (iii)Â any breach by such Indemnitee of its representations or obligations under any Loan Document, as determined by a final, non-appealable judgment of a court of competent jurisdiction, (iv)Â the violation by such Indemnitee of any law, rule or regulation binding upon such Indemnitee (including without limitation any law, rule or regulation governing the operation of national banks, but excluding any violation of any law described in SectionÂ 4.11 or 5.06 hereof resulting from the use by the Borrower of proceeds of any extensions of credit made hereunder), as determined by a final, non-appealable judgment of a court of competent jurisdiction, (v)Â any costs, fees or expenses arising out of the acquisition or transfer by such Indemnitee of any interest in the Notes or the Loan Documents except any such transfer (x)Â in connection with the exercise of remedies hereunder in accordance with the terms of SectionÂ 6.01 hereof after the occurrence of an Event of Default or (y)Â occurring at the direction of the Borrower, (vi)Â any Claim with respect to which any Indemnitee has a right to participate in a proceeding with respect to such Claim, if such Indemnitee refuses to implead, to the extent reasonable and practicable, any party whom the Borrower believes is ultimately responsible with respect to such Claim or to assert, to the extent reasonable and practicable, any cross-claims the Borrower deems appropriate where it is not possible for the Borrower to assert such rights itself, 63(vii)Â any Claim arising from a dispute solely among Indemnitees not involving an act or omission of the Borrower or its Related Parties and not brought against the Administrative Agent, the Syndication Agent or any Arranger in its capacity or in fulfilling its role as such, or (viii)Â the economic assumptions underlying any Indemniteeâ€™s entry into the transactions contemplated by or related to this Agreement proving to be incorrect, thereby reducing the expected economic return to such Indemnitee, except to the extent such assumptions were based on representations of the Borrower herein or financial information provided by the Borrower pursuant hereto, or because the Borrowerâ€™s exercise of any of its rights hereunder in accordance with the terms of this Agreement decreases the expected economic return to such Indemnitee.(c)To the extent that the Borrower fails to pay any amount required to be paid by it to the Administrative Agent under SectionÂ 9.03 or 9.04(a), each Bank severally agrees to pay to the Administrative Agent such Bankâ€™s pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent in its capacity or in fulfilling its role as such. For purposes hereof, a Bankâ€™s â€œpro rata shareâ€ shall be determined based upon its share of the sum of the total Loans and the unused Commitments at the time.(d)The following shall apply to all claims for indemnity under this SectionÂ 9.04 (and under the Commitment Letter referred to in SectionÂ 9.03):(i)If any Indemnitee has actual knowledge of any Claim made against it that it is hereby indemnified against, it shall give prompt written notice thereof to the Borrower; provided, however, that the failure of an Indemnitee to give such notice shall not relieve the Borrower of its obligations hereunder, unless such failure prejudices the Borrowerâ€™s ability to contest such Claim in any material respect. Any payment made by the Borrower to an Indemnitee pursuant to this SectionÂ 9.04 shall not be deemed to be a waiver or release of any right or remedy (including any remedy of damages) the Borrower may have against such Indemnitee if, as a result of the failure by an Indemnitee to give the Borrower notice in accordance with the preceding sentence, the Borrower is prejudiced in any material respect in the exercise of its rights to contest the Claims indemnified against pursuant to this SectionÂ 9.04.(ii)Each Claim against an Indemnitee by a third party shall, if reasonably requested by the Borrower, be contested by the Indemnitee in good faith by appropriate proceedings, provided that the Borrower shall indemnify such Indemnitee in full in respect of any reasonable out-of-pocket fees, costs or expenses reasonably and actually incurred by such Indemnitee in conducting such contest (such costs, if requested by the Indemnitee, to be funded by the Borrower concurrently with such contest) and the amount of any interest or penalties which are required to be paid as a direct result of contesting such Claim. The Borrower shall be entitled to assume responsibility for and control of the defense of any Claim in respect of which any Indemnitee makes or intends to make a claim against the Borrower for indemnity pursuant to this 64SectionÂ 9.04, provided that (A)Â the legal counsel retained by the Borrower for such purpose is reasonably acceptable to the Administrative Agent (it being agreed that such counsel will not be satisfactory if the Indemnitee reasonably determines that having common counsel represent such Indemnitee and the Borrower would present such counsel with a conflict of interest) and (B)Â the Borrower pursues such contest diligently and in good faith and, upon the reasonable request of the Administrative Agent, provides the Administrative Agent with reasonable details of the status of the contest and copies of legal briefs, court filings and, subject to applicable considerations of legal privilege, counselâ€™s memoranda relevant to such contest. In the event that (1)Â an Event of Default shall have occurred and be continuing or (2)Â the Borrower fails to comply with the foregoing requirements in any material respect, the applicable Indemnitee may, if such Event of Default or failure, as the case may be, continues after such Indemnitee has given the Borrower a reasonable opportunity, taking into account existing circumstances, to effect the applicable level of compliance, reassume responsibility for and control of the relevant contest, which, in such circumstances, such Indemnitee agrees to pursue diligently and in good faith. To the extent the Borrower is entitled to defend any claim hereunder, the Indemnitee shall cooperate in good faith with the Borrower and may participate in the defense thereof at such Indemniteeâ€™s sole cost and expense.(iii)Each Indemnitee shall supply the Borrower with such information as the Borrower shall reasonably request to defend or participate in any proceeding permitted by this SectionÂ 9.04; provided, however, that any such information which is proprietary or confidential need be furnished only under such arrangements designed to preserve to confidentiality or proprietary nature of the information as shall be reasonable under the circumstances.(iv)No Indemnitee shall enter into a settlement or other compromise or consent to a judgment with respect to any Claim without the prior written consent of the Borrower (which consent shall not be unreasonably withheld or delayed) unless such Indemnitee waives its rights in writing with respect to such Claims under this SectionÂ 9.04; it being agreed that the Borrower may withhold its consent in the event such settlement, compromise or consent includes any admission of wrongdoing on the part of the Borrower or a Subsidiary thereof or would subject the Borrower or a Subsidiary thereof to injunctive or other non-monetary remedies. The entering into of any such settlement or compromise or consent without the Borrowerâ€™s prior written consent (unless the withholding of such consent by the Borrower requested by such Indemnitee shall have been unreasonable) shall constitute a waiver by such Indemnitee of its rights of indemnification hereunder in respect of such matter. If the Borrower shall have assumed the defense of any Claim against an Indemnitee as provided above in this Section, the Borrower shall not enter into a settlement or other compromise or consent to a judgment with respect to such if such settlement would include any admission of wrongdoing on the part of such Indemnitee or any of its Related Parties or would subject such Indemnitee or any of its Related Parties to injunctive or other non-monetary remedies unless such Indemnitee otherwise consents in writing.65(v)In the event the Borrower shall be obligated to indemnify any Indemnitee pursuant to this SectionÂ 9.04, the Borrower shall be subrogated to the rights of such Indemnitee in respect of the matter as to which the indemnity was paid and may pursue the same at the Borrowerâ€™s expense. If any Indemnitee shall obtain a recovery of all or any part of any amount which the Borrower shall have paid to such Indemnitee or for which the Borrower shall have reimbursed such Indemnitee pursuant to this SectionÂ 9.04, any Indemnitee shall promptly pay or cause to be paid to the Borrower an amount equal to such recovery together with any interest (other than interest for the period, if any, after such Claims were paid by such Indemnitee until such Claims were paid or reimbursed by the Borrower) received by such Indemnitee an account of such payment or reimbursement.(e)The indemnities contained in this SectionÂ 9.04 shall expire and be of no further force or effect with respect to any Claim notice of which shall not have been given to the Borrower in writing (referring expressly to this SectionÂ 9.04) on or prior to the second anniversary of the repayment in full of the Loans and the termination of the Commitments. (f)The Borrower agrees that no Indemnitee shall have any liability (whether direct or indirect, in contract or tort or otherwise) to it, any of its Subsidiaries, or any security holders or creditors thereof arising out of, related to or in connection with the transactions contemplated herein, except to the extent that such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemniteeâ€™s gross negligence or willful misconduct or a material breach by such Indemnitee of its express representations or obligations under any Loan Document. The Borrower agrees not to assert any claim against the Administrative Agent, any Arranger, any Bank or any of their respective Affiliates, or any of their or their respective Affiliatesâ€™ respective directors, officers, employees, partners, members, attorneys, agents and advisers, and the Administrative Agent and the Banks agree not to assert any claim against the Borrower, its Affiliates or any of its or its Affiliatesâ€™ respective directors, officers, employees, partners, members, attorneys, agents and advisors, in each case, on any theory of liability, for special, indirect, consequential, or punitive damages arising out of or otherwise relating to the Loan Documents, any of the transactions contemplated herein or the actual or proposed use of the proceeds of the Loans; provided that nothing in this sentence shall relieve the Borrower of its indemnity and expense reimbursement obligations set forth in this SectionÂ 9.04 or elsewhere in any Loan Document.SECTION 9.05.Sharing of Setoffs. Each Bank agrees that if it shall, by exercising any right of setoff or counterclaim or otherwise, receive payment of a proportion of the aggregate amount of principal and interest owing with respect to its Loans which is greater than the proportion received by any other Bank in respect of the aggregate amount of all principal and interest owing with respect to the Loans of such other Bank, the Bank receiving such proportionately greater payment shall purchase (for cash at face value) such participations in the Loans held by the other Bank, and such other adjustments shall be made, as may be required so that all such payments of principal and interest with respect to the Loans shall be shared by the Banks pro rata; provided that (i)Â nothing in this Section shall impair the right of any Bank to exercise any right of setoff or counterclaim it may have and to apply the amount subject to such 66exercise to the payment of indebtedness of the Borrower other than its indebtedness hereunder, (ii)Â if all or any portion of such payment received by the purchasing Bank is thereafter recovered from such purchasing Bank, such purchase from each other Bank shall be rescinded and such other Bank shall repay to the purchasing Bank the purchase price of such participation to the extent of such recovery together with an amount equal to such other Bankâ€™s ratable share (according to the proportion of (x)Â the amount of such other Bankâ€™s required repayment to (y)Â the total amount so recovered from the purchasing Bank) of any interest or other amount paid or payable by the purchasing Bank in respect of the total amount so recovered and (iii)Â the provisions of this Section shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement (for the avoidance of doubt, as in effect from time to time), including SectionÂ 8.06 and SectionÂ 9.06(c), or any payment obtained by a Bank as consideration for the assignment of or sale of a participation in any of its Loans to any Person (other than the Borrower or its Subsidiaries). The Borrower agrees, to the fullest extent it may effectively do so under applicable law, that any holder of a participation in a Loan, whether or not acquired pursuant to the foregoing arrangements, may exercise rights of setoff or counterclaim and other rights with respect to such participation as fully as if such holder of a participation were a direct creditor of the Borrower in the amount of such participation.SECTION 9.06.Amendments and Waivers. (a) Except as provided in SectionÂ 9.06(b), any provision of this Agreement or any other Loan Documents may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the Borrower and the Required Banks (and if the rights or duties of the Administrative Agent are affected thereby, by the Administrative Agent); provided that, no such amendment or waiver shall (i)Â extend the scheduled termination date of the Commitment of any Bank, or increase the Commitment of any Bank, in each case, without the prior written consent of such Bank (it being understood that any amendment or waiver of Section 2.09(a)(ii) or 2.09(b) is not subject to this clause (i)), (ii)Â reduce the principal of or reduce the rate of interest on any Loan of any Bank, or reduce the amount of any fees payable hereunder to or for the account of any Bank, in each case, without the prior written consent of such Bank, (iii)Â extend the date fixed for any payment of principal of or interest on any Loan of any Bank, or any fees payable hereunder to or for the account of any Bank, or reduce the amount of, or waive, any such payment, in each case, without the prior written consent of such Bank (it being understood that any amendment or waiver of 2.11(b) or 2.11(c) is not subject to this clause (iii)), (iv)Â change the percentage of the Commitments or of the aggregate unpaid principal amount of the Loans, or the percentage of Banks, which shall be required for the Banks or any of them to take any action under this Section or any other provision of this Agreement or any other Loan Document, in each case, without the prior written consent of each Bank, (v)Â change the manner of application of any payments made under this Agreement in a manner that would alter the pro rata sharing of payments required thereby without the prior written consent of each Bank adversely affected thereby or (vi)Â change any of the provisions of this Section 9.06(a) without the prior written consent of each Bank.67(b)Â Â Â Â Notwithstanding anything to the contrary in Section 9.06(a):(i)Â Â Â Â any provision of this Agreement or any other Loan Document may be amended by an agreement in writing entered into by the Borrower and the Administrative Agent to cure any ambiguity, omission, mistake, defect or inconsistency so long as, in each case, the Banks shall have received at least five Business Daysâ€™ prior written notice thereof and the Administrative Agent shall not have received, within five Business Days of the date of such notice to the Banks, a written notice from the Required Banks stating that the Required Banks object to such amendment;(ii)Â Â Â Â this Agreement may be amended in the manner provided in Section 8.01(b); and (iii)Â Â Â Â no amendment or waiver of this Agreement or any other Loan Document referred to in the proviso to Section 9.06(a) shall require the consent or approval of any Bank which immediately after giving effect to such amendment or waiver (A) shall have no Commitment or other obligation to maintain or extend credit under this Agreement and the other Loan Documents (as so amended or waived) and (B) substantially contemporaneously with the effectiveness of such amendment or waiver shall have been paid in full all amounts owing to it under this Agreement and the other Loan Documents (including, without limitation, principal, interest and fees, but excluding unmatured contingent obligations), it being understood and agreed that from and after the effectiveness of any such amendment or waiver, any such Bank shall be deemed to no longer be a â€œBankâ€ hereunder or a party hereto; provided that any such Bank shall retain the benefit of indemnification and other provisions hereof which, by the terms hereof, would survive a termination of this Agreement. (c)If, in connection with any proposed amendment or waiver of or to any of the provisions of this Agreement and/or any other Loan Document as contemplated by this SectionÂ 9.06, the consent of all Banks or all affected Banks is required and the consent of the Required Banks at such time is obtained but the consent of one or more of such other Banks whose consent is required is not obtained (each such other Bank, a â€œNon-Consenting Bankâ€), then the Borrower may, at its sole expense and effort, upon notice to the Administrative Agent and such Non-Consenting Bank, (x)Â terminate the Commitment of such Non-Consenting Bank and repay in full all principal of and accrued interest on the Loans of such Non-Consenting Bank, and all accrued fees and other amounts then owing by the Borrower to such Non-Consenting Bank hereunder, in each case without any obligation to terminate any Commitment, or prepay any Loan, of any other Bank, it being understood and agreed that from and after the effectiveness of any such termination and repayment, such Bank shall be deemed to no longer be a â€œBankâ€ hereunder or a party hereto, provided that any such Bank shall retain the benefit of indemnification and other provisions hereof which, by the terms hereof, would survive a termination of this Agreement, provided, further, that if, after giving effect to such termination and repayment, the aggregate outstanding principal amount of all Loans shall exceed the Total Revolving Credit Commitment then in effect, then the Borrower shall, concurrently with such termination and repayment, prepay, in accordance with SectionÂ 2.10, one or more Borrowings in 68an amount necessary to eliminate such excess, or (y)Â replace such Non-Consenting Bank by causing such Non-Consenting Bank to (and such Non-Consenting Bank shall be obligated to) assign in accordance with and subject to the restrictions contained in, and consents required by, SectionÂ 9.07 (with the assignment fee and any other costs and expenses to be paid by the Borrower in such instance) all of its interests, rights and obligations under this Agreement and the other Loan Documents to one or more Assignees that shall assume the obligations (which Assignee may be another Bank, if a Bank accepts such assignment); provided that, in the case of the this clause (y), the applicable Assignee shall have agreed to the applicable amendment or waiver of this Agreement and/or the other Loan

Documents, (ii) the Non-Consenting Bank shall have received payment of an amount equal to the outstanding principal of its Loans, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents from the Assignee and (iii) such assignment shall not conflict with applicable law. In connection with any such replacement under this clauseÂ (c), if any Non-Consenting Bank does not execute and deliver to the Administrative Agent a duly completed Assignment and Assumption and/or any other documentation necessary to reflect such replacement within a period of time deemed reasonable by the Administrative Agent after the later of (i)Â the date on which the Assignee executes and delivers such Assignment and Assumption and/or such other documentation and (ii)Â the date as of which all obligations of the Borrower owing to such Non-Consenting Bank relating to the interests, rights and obligations so assigned shall be paid in full by the Assignee to such Non-Consenting Bank, then such Non-Consenting Bank shall be deemed to have executed and delivered such Assignment and Assumption and/or such other documentation as of such date and the Borrower shall be entitled (but not obligated) to execute and deliver such Assignment and Assumption and/or such other documentation on behalf of such Non-Consenting Bank.SECTION 9.07.Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that the Borrower may not assign or otherwise transfer any of its rights under this Agreement except as permitted under SectionÂ 5.05 (and any such assignment or transfer not permitted under such Section shall be null and void).(b)Any Bank may at any time sell to one or more Persons (other than a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person), the Borrower or any of its Subsidiaries) (each a â€œParticipantâ€) participating interests in any Loan owing to such Bank, any Note held by such Bank, any Commitment hereunder or any other interest of such Bank hereunder. In the event of any such sale by a Bank of a participating interest to a Participant, such Bankâ€™s obligations under this Agreement shall remain unchanged, such Bank shall remain solely responsible for the performance thereof, such Bank shall remain the holder of any such Loan or Note for all purposes under this Agreement, and (x)Â the Borrower and the Administrative Agent shall continue to deal solely and directly with such Bank in connection with such Bankâ€™s rights and obligations under this Agreement, and (y)Â such Participant shall have no right to contact the Borrower directly, or to inspect its books and records or places of business, or to receive any information (financial or otherwise) directly from the Borrower. In no event shall a Bank that sells a participation be obligated to the Participant to take or refrain from taking any action hereunder except that such Bank may agree that it will not, without the consent of the 69Participant, agree to any amendment or waiver described in clauses (i), (ii) or (iii) in the first proviso to Section 9.06(a) that affects such Participant. The Borrower agrees that each Participant shall be entitled to the benefits of SectionÂ 2.12 (for the avoidance of doubt, subject to the limitations on such Participantâ€™s consent rights set forth in the immediately preceding sentence) and ArticleÂ VIII with respect to its participation in Loans outstanding from time to time. Each Bank that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participantâ€™s interest in the Loans or other obligations under the Loan Documents (the â€œParticipant Registerâ€); provided that no Bank shall have any obligation to disclose all or any portion of the Participant Register to any Person except to the extent that any disclosure is necessary to establish that such Loan, Note, Commitment or other obligation is in registered form under SectionÂ 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Bank shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.(c)Any Bank may at any time assign to one or more banks or financial institutions (each an â€œAssigneeâ€) all, or a proportionate part of all, of its Loans and Commitments, and of its other rights and obligations under this Agreement, the Notes and the other Loan Documents, and such Assignee shall assume all such rights and obligations, pursuant to an Assignment and Assumption executed by such Assignee, such transferor Bank and each Person whose consent to such assignment is required under clauseÂ (iii) of the immediately following proviso; provided that (i)Â no interest in Loans may be assigned by a Bank pursuant to this paragraphÂ (c) unless, prior to the termination of the Commitments, the Assignee shall agree to assume ratably equivalent portions of the transferor Bankâ€™s Commitment, (ii)Â the amount of the Commitment or Loans being assigned (determined as of the effective date of the assignment) shall be equal to $15,000,000 (or any larger multiple of $5,000,000 or any lesser amount up to such Bankâ€™s Commitment or Loans), (iii)Â no interest may be assigned by a Bank pursuant to this paragraphÂ (c) to any Assignee without the consent of the Administrative Agent and, except in the case of an assignment by a Bank to an Affiliate of such Bank or to another Bank or an Affiliate of such other Bank or if an Event of Default under SectionÂ 6.01(a), 6.01(g) or 6.01(h) has occurred and is continuing, the Borrower, in each case, which consent shall not be unreasonably withheld (and, in the case of the Borrower, will be deemed to have been given if the Borrower shall not have objected in writing to a request for such consent within 10Â Business Days after having received notice thereof) and (iv)Â unless an Event of Default under SectionÂ 6.01(a), 6.01(g) or 6.01(h) has occurred and is continuing, a Bank may not have more than two Assignees that are not then Banks (or Affiliates of Banks) at any one time without the consent of the Borrower, which consent shall not be unreasonably withheld (and will be deemed to have been given if the Borrower shall not have objected in writing to a request for such consent within 10 Business Days after having received notice thereof). Upon (A)Â execution of the Assignment and Assumption by such transferor Bank, such Assignee, the Administrative Agent and (if applicable) the Borrower, (B)Â delivery of an executed copy of the Assignment and Assumption to the Borrower and the Administrative Agent, (C)Â payment by such Assignee to such transferor 70Bank of an amount equal to the purchase price agreed between such transferor Bank and such Assignee, (D)Â payment of a processing and recordation fee of $3,500 to the Administrative Agent and (E)Â delivery by such Assignee, if it shall not already be a Bank, to the Administrative Agent of an Administrative Questionnaire in which such Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information) will be made available and who may receive such information in accordance with such Assigneeâ€™s compliance procedures and applicable law, including United States (Federal or State) and foreign securities laws, such Assignee shall for all purposes be a Bank party to this Agreement and shall have all the rights and obligations of a Bank under this Agreement to the same extent as if it were an original party hereto with a Commitment or Loan as set forth in such Assignment and Assumption (in addition to any Commitment or Loan theretofore held by it), and the transferor Bank shall be released from its obligations hereunder to a corresponding extent (and, in the case of an Assignment and Assumption covering all of the transferor Bankâ€™s rights and obligations under this Agreement, such Bank shall be deemed to no longer be a â€œBankâ€ hereunder or a party hereto; provided that any such Bank shall retain the benefit of indemnification and other provisions hereof which, by the terms hereof, would survive a termination of this Agreement), and no further consent or action by the Borrower, the Banks or the Administrative Agent shall be required. Upon the consummation of any transfer to an Assignee pursuant to this paragraphÂ (c), the transferor Bank, the Administrative Agent and the Borrower shall make appropriate arrangements so that, if required, a new Note is issued to such Assignee.(d)Subject to the provisions of SectionÂ 9.08, the Borrower authorizes each Bank to disclose to any Participant, Assignee or other transferee (each a â€œTransfereeâ€) and any prospective Transferee any and all financial information in such Bankâ€™s possession concerning the Borrower which has been delivered to such Bank by the Borrower pursuant to this Agreement or which has been delivered to such Bank by the Borrower in connection with such Bankâ€™s credit evaluation prior to entering into this Agreement.(e)The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices located in the United States a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Banks, and the Commitments of, and principal amount of the Loans owing to, each Bank pursuant to the terms hereof from time to time (the â€œRegisterâ€). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Banks may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Bank hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Bank, at any reasonable time and from time to time upon reasonable prior notice.71(f)No Transferee shall be entitled to receive any greater payment under SectionÂ 2.12 or SectionÂ 8.03 than the transferor Bank would have been entitled to receive with respect to the rights transferred, unless such transfer is made with the Borrowerâ€™s prior written consent or by reason of the provisions of SectionÂ 8.02 or 8.03 requiring such Bank to designate a different Lending Office under certain circumstances or at a time when the circumstances giving rise to such greater payment did not exist.(g)Anything in this SectionÂ 9.07 to the contrary notwithstanding, any Bank may assign and pledge all or any portion of the Loans and/or obligations owing to it to any Federal Reserve Bank, the United States Treasury or a foreign central bank having jurisdiction over such Bank, provided that any payment in respect of such assigned Loans and/or obligations made by the Borrower to the assigning and/or pledging Bank in accordance with the terms of this Agreement shall satisfy the Borrowerâ€™s obligations hereunder in respect of such assigned Loans and/or obligations to the extent of such payment. No such assignment shall release the assigning and/or pledging Bank from its obligations hereunder.SECTION 9.08.Confidentiality. (a) Each Bank agrees to exercise commercially reasonable efforts to keep any information delivered or made available by the Borrower to it which is clearly indicated or stated to be confidential information (or when the circumstances under which such information is delivered or when the content thereof would cause a reasonable person to believe that such information is confidential), confidential from anyone other than Persons employed or retained by such Bank who are or are expected to become engaged in evaluating, approving, structuring or administering the Loans or the Loan Documents (such Persons to likewise be under similar obligations of confidentiality with respect to such information); provided, however that nothing herein shall prevent any Bank from disclosing such information (i)Â to any other Bank, the Administrative Agent or the Syndication Agent, (ii)Â upon the order of any court or administrative agency, (iii)Â upon the request or demand of any regulatory agency (or self-regulatory agency) or authority having jurisdiction over such Bank or its Affiliates, (iv)Â which has been publicly disclosed, (v)Â to the extent reasonably required in connection with any litigation to which the Administrative Agent, any Bank or their respective Affiliates may be a party, (vi)Â to the extent reasonably required in connection with the exercise of any remedy hereunder or under the other Loan Documents, (vii)Â to such Bankâ€™s Affiliates and its and its Affiliatesâ€™ legal counsel, independent auditors, agents and advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential with such Affiliate being responsible for such Personâ€™s compliance with this Section 9.08) and (viii)Â to any actual or proposed Participant, Assignee or other Transferee of all or part of its rights hereunder, which has agreed in writing to be bound by the provisions of this Section 9.08 or provisions no less restrictive than those in this SectionÂ 9.08; provided, that, should disclosure of any such confidential information be required by virtue of clauseÂ (ii) or (v) of the immediately preceding sentence, any relevant Bank shall (unless prohibited by law) promptly notify the Borrower of same so as to allow the Borrower to seek a protective order or to take any other appropriate action; provided, further, that, no Bank shall be required to delay compliance with 72any directive to disclose beyond the last date such delay is legally permissible any such information so as to allow the Borrower to effect any such action. Nothing herein shall prohibit the disclosure to data service providers, including league table providers, that serve the lending industry of information pertaining to this Agreement routinely provided by arrangers of credit facilities, such as the nature, term, amount, purpose and closing date of the credit facility established hereby and the titles and roles of agents and arrangers, but excluding the pricing and/or fees in connection with this Agreement or any other Loan Documents.(b)Each Bank acknowledges that information furnished to it pursuant to this Agreement may include material non-public information concerning the Borrower or the Borrowerâ€™s securities, and confirms that it has developed compliance procedures regarding the use of material non-public information and that it will handle such material non-public information in accordance with those procedures and applicable law, including federal and state securities laws.(c)All information, including requests for waivers and amendments, furnished by the Borrower or the Administrative Agent pursuant to, or in the course of administering, this Agreement will be syndicate-level information, which may contain material non-public information about the Borrower or the Borrowerâ€™s securities. Accordingly, each Bank represents to the Borrower and the Administrative Agent that it has identified in the administrative questionnaire furnished by it to the Administrative Agent a credit contact who may receive information that may contain material non-public information in accordance with its compliance procedures and applicable law, including federal and state securities laws.SECTION 9.09.Obligations Several. The obligations of each Bank hereunder are several, and no Bank shall be responsible for the obligations or commitment of any other Bank hereunder. Nothing contained in this Agreement and no action taken by the Banks pursuant hereto shall be deemed to constitute the Banks to be a partnership, an association, a joint venture or any other kind of entity. The amounts payable at any time hereunder to each Bank shall be a separate and independent debt, and each Bank shall be entitled to protect and enforce its rights arising out of this Agreement or any other Loan Document and it shall not be necessary for any other Bank to be joined as an additional party in any proceeding for such purpose.SECTION 9.10.New York Law. This Agreement and each other Loan Document and any claim, controversy, dispute, proceeding or cause of action (whether in contract, tort or otherwise and whether at law or in equity) based upon, arising out of or relating to this Agreement or any other Loan Document shall be construed in accordance with and governed by the law of the State of New York. Each of the parties hereto hereby further irrevocably and unconditionally agrees that, in furtherance of the foregoing and notwithstanding anything to the contrary in any Loan Document, any claims brought against the Administrative Agent by any party relating to this Agreement, any other Loan Document or the consummation or administration of the transactions contemplated hereby or thereby shall be construed in accordance with and governed by the law of the State of New York.73SECTION 9.11.Severability. In case any one or more of the provisions contained in this Agreement, the Notes or any of the other Loan Documents should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby and shall be enforced to the greatest extent permitted by law.SECTION 9.12.Interest. In no event shall the amount of interest, and all charges, amounts or fees contracted for, charged or collected pursuant to this Agreement, the Notes or the other Loan Documents and deemed to be interest under applicable law (collectively, â€œInterestâ€) exceed the highest rate of interest allowed by applicable law (the â€œMaximum Rateâ€), and in the event any such payment is inadvertently received by any Bank, then the excess sum (the â€œExcessâ€) shall be credited as a payment of principal, unless the Borrower shall notify such Bank in writing that it elects to have the Excess returned forthwith. It is the express intent hereof that the Borrower not pay and the Banks not receive, directly or indirectly in any manner whatsoever, interest in excess of that which may legally be paid by the Borrower under applicable law. The right to accelerate maturity of any of the Loans does not include the right to accelerate any interest that has not otherwise accrued on the date of such acceleration, and the Administrative Agent and the Banks do not intend to collect any unearned interest in the event of any such acceleration. All monies paid to the Administrative Agent or the Banks hereunder or under any of the Notes or the other Loan Documents, whether at maturity or by prepayment, shall be subject to rebate of unearned interest as and to the extent required by applicable law. By the execution of this Agreement, the Borrower covenants that (i)Â the credit or return of any Excess shall constitute the acceptance by the Borrower of such Excess, and (ii)Â the Borrower shall not seek or pursue any other remedy, legal or equitable against the Administrative Agent or any Bank, based in whole or in part upon contracting for charging or receiving any Interest in excess of the Maximum Rate. For the purpose of determining whether or not any Excess has been contracted for, charged or received by the Administrative Agent or any Bank, all interest at any time contracted for, charged or received from the Borrower in connection with this Agreement, the Notes or any of the other Loan Documents shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread in equal parts throughout the full term of the Commitments. The Borrower, the Administrative Agent and each Bank shall, to the maximum extent permitted under applicable law, (i)Â characterize any non-principal payment as an expense, fee or premium rather than as Interest and (ii)Â exclude voluntary prepayments and the effects thereof. The provisions of this Section shall be deemed to be incorporated into each Note and each of the other Loan Documents (whether or not any provision of this Section is referred to therein). All such Loan Documents and communications relating to any Interest owed by the Borrower and all figures set forth therein shall, for the sole purpose of computing the extent of obligations hereunder and under the Notes and the other Loan Documents be automatically recomputed by the Borrower, and by any court considering the same, to give effect to the adjustments or credits required by this Section.74SECTION 9.13.Interpretation. No provision of this Agreement or any of the other Loan Documents shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision. The obligations of good faith and fair dealing shall be imposed upon each party to this Agreement.SECTION 9.14.Consent to Jurisdiction. Each of the parties hereto hereby (a)Â irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the Supreme Court of the State of NewÂ York sitting in New York County and the United States District Court for Southern District of New York sitting in New York County, and any appellate court from any thereof, for any action or proceeding (whether in contract, tort or otherwise and whether at law or in equity) arising out of or relating to this Agreement or any other Loan Document or the transactions relating hereto, or for the recognition or enforcement of any judgment, and further irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by law, Federal court, (b)Â irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any and all rights under the

law of any jurisdiction to object on any basis (including, without limitation, inconvenience of forum) to jurisdiction or venue of any such action or proceeding in any such court, (c) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law and (d)Â agrees that service of process may be made upon it in the manner prescribed in SectionÂ 9.01 for the giving of notice to such party, it being further agreed that nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by law. Nothing herein contained, however, shall prevent the Administrative Agent from bringing any action or proceeding or exercising any rights against any security and against the Borrower personally, and against any assets of the Borrower, within any other state or jurisdiction.SECTION 9.15.Counterparts; Electronic Execution. (a) This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.(b)The words â€œexecutionâ€, â€œexecuteâ€, â€œsignedâ€, â€œsignatureâ€, and words of like import in or related to any document to be signed in connection with this Agreement (including any Assignment and Assumptions, amendments and other notices, waivers and consents) shall be deemed to include Electronic Signatures, the electronic matching of assignment terms and contract formations on the Platform, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding 75anything contained herein to the contrary, the Administrative Agent is not under any obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to herein or otherwise by the Administrative Agent pursuant to procedures approved by it. Without limiting the generality of the foregoing, the Borrower hereby (i)Â agrees that, for all purposes, including in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Banks and the Borrower, electronic images of this Agreement or any other Loan Document (in each case, including with respect to any signature pages thereto) shall have the same legal effect, validity and enforceability as any paper original, and (ii)Â waives any argument, defense or right to contest the validity or enforceability of this Agreement or any other Loan Document based solely on the lack of paper original copies of this Agreement or any other Loan Document, including with respect to any signature pages thereto.SECTION 9.16.USA Patriot Act. Each Bank hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the â€œUSA Patriot Actâ€), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Bank to identify the Borrower in accordance with the USA Patriot Act.SECTION 9.17.No Fiduciary Relationship. The Administrative Agent, each Bank and their respective Related Parties (collectively, solely for purposes of this paragraph, the â€œBank Partiesâ€) may have economic interests that conflict with those of the Borrower, its stockholders and/or its Related Parties. The Borrower agrees that nothing in the Loan Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Bank Party, on the one hand, and the Borrower, its stockholders and/or its Related Parties, on the other. The Borrower acknowledges and agrees that (i)Â the transactions contemplated by this Agreement (including the exercise of rights and remedies hereunder) are armâ€™s-length commercial transactions between the Bank Parties, on the one hand, and the Borrower, on the other, and (ii)Â in connection therewith and with the process leading thereto, (x)Â none of the Bank Parties has assumed an advisory or fiduciary responsibility in favor of the Borrower, its stockholders and/or its Related Parties with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Bank Party has advised, is currently advising or will advise the Borrower, its stockholders and/or its Related Parties on other matters) or any other obligation to the Borrower, its stockholders and/or its Related Parties except the obligations expressly set forth in the Loan Documents and (y)Â each Bank Party is acting solely as principal and not as the agent or fiduciary of the Borrower, its management, stockholders, creditors or any other Person. The Borrower agrees that it will not assert any claims against any Bank Party with respect to any breach or alleged breach of an advisory or fiduciary duty in connection with any aspect of any transaction contemplated hereby.76SECTION 9.18.Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.SECTION 9.19.Integration. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof (but do not supersede any provisions of any separate commitment or fee letters relating to the credit facilities established hereby that by the terms of such letters survive the execution and delivery of this Agreement).SECTION 9.20.Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among the parties hereto, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:(a)the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and(b)the effects of any Bail-In Action on any such liability, including, if applicable:(i)Â Â Â Â a reduction in full or in part or cancellation of any such liability;(ii)Â Â Â Â a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or(iii)Â Â Â Â the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.[Signature Pages Follow]77IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, under seal, by their respective authorized officers as of the day and year first above written.THE HOME DEPOT, INC.By:Â Â Â Â /s/ Isabel JanciÂ Name:Â Â Â Â Isabel JanciTitle:Â Â Â Â Vice President â€“ Investor Relations and Treasurer Â Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. THREE-YEAR REVOLVING CREDIT FACILITY AGREEMENT]JPMORGAN CHASE BANK, N.A., as AdministrativeÂ Agent and as a BankBy:Â Â Â Â Â /s/ James Kyle O'DonnellÂ Name: James Kyle O'DonnellTitle: Vice PresidentÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. THREE-YEAR REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Three-Year Revolving Credit Facility Agreement Institution:BANK OF AMERICA, N.A.by: Â Â Â Â /s/ J. Casey CosgroveÂ Name: J. Casey CosgroveÂ Â Â Â Title: Managing DirectorÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. THREE-YEAR REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Three-Year Revolving Credit Facility Agreement Institution: GOLDMAN SACHS BANK USAby: Â Â Â Â /s/ Robert EhudinÂ Name: Robert EhudinÂ Â Â Â Title: Authorized SignatoryÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. THREE-YEAR REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Three-Year Revolving Credit Facility Agreement Institution: MORGAN STANLEY BANK, N.A.by: Â Â Â Â /s/ Michael KingÂ Name: Michael KingÂ Â Â Â Title: Authorized SignatoryÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. THREE-YEAR REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Three-Year Revolving Credit Facility Agreement Institution: MUFG Bank, Ltd.by: Â Â Â Â /s/ Reema SharmaÂ Name: Reema SharmaÂ Â Â Â Title: Authorized SignatoryÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. THREE-YEAR REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Three-Year Revolving Credit Facility Agreement Institution: BARCLAYS BANK PLCby: Â Â Â Â /s/ Christopher M. AitkinÂ Name: Christopher M. AitkinÂ Â Â Â Title: DirectorÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. THREE-YEAR REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Three-Year Revolving Credit Facility Agreement Institution: DEUTSCHE BANK AG NEW YORK BRANCHby: Â Â Â Â /s/ Ming K. ChuÂ Name: Ming K. ChuÂ Â Â Â Title: Directorby: Â Â Â Â /s/ Alison LugoÂ Name: Alison LugoÂ Â Â Â Title: Vice PresidentÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. THREE-YEAR REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Three-Year Revolving Credit Facility Agreement Institution: U.S. Bank, National Associationby: Â Â Â Â /s/ Mark D. RodgersÂ Name: Mark D. RodgersÂ Â Â Â Title: Senior Vice PresidentÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. THREE-YEAR REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Three-Year Revolving Credit Facility Agreement Institution: Wells Fargo Bank, National Associationby: Â Â Â Â /s/ Bina BarnesÂ Name: Bina BarnesÂ Â Â Â Title: Vice PresidentÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. THREE-YEAR REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Three-Year Revolving Credit Facility Agreement Institution: MIZUHO BANK, LTD.by: Â Â Â Â /s/ Tracy RahnÂ Name: Tracy RahnÂ Â Â Â Title: Managing DirectorÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. THREE-YEAR REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Three-Year Revolving Credit Facility Agreement Institution: Royal Bank of Canadaby: Â Â Â Â /s/ Michael Santana-MondoÂ Name: Michael Santana-MondoÂ Â Â Â Title: Authorized SignatoryÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. THREE-YEAR REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Three-Year Revolving Credit Facility Agreement The Toronto-Dominion Bank, New York Branchby: Â Â Â Â /s/ Victoria RobertsÂ Name: Victoria RobertsÂ Â Â Â Title: Authorized SignatoryÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. THREE-YEAR REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Three-Year Revolving Credit Facility Agreement Institution:TRUIST BANK by: Â Â Â Â /s/ J. Carlos NavarreteÂ Name: J. Carlos NavarreteÂ Â Â Â Title: DirectorÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. THREE-YEAR REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Three-Year Revolving Credit Facility Agreement Institution:Citibank, N.A. by: Â Â Â Â /s/ Kenneth QuinnÂ Name: Kenneth QuinnÂ Â Â Â Title: Vice PresidentÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. THREE-YEAR REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Three-Year Revolving Credit Facility Agreement Institution:HSBC Bank USA, National Association by: Â Â Â Â /s/ Alexis RomanoÂ Name: Alexis RomanoÂ Â Â Â Title: Vice President #23660Â Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. THREE-YEAR REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Three-Year Revolving Credit Facility Agreement Institution:THE BANK OF NEW YORK MELLONby: Â Â Â Â /s/ Thomas J. Tarasovich, Jr.Â Name: Thomas J. Tarasovich, Jr.Â Â Â Â Title: Senior Vice PresidentÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. THREE-YEAR REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Three-Year Revolving Credit Facility Agreement Institution: THE NORTHERN TRUST COMPANYBy: Â Â Â Â /s/ Kimberly A. Crotty.Â Name: Kimberly A. CrottyÂ Â Â Â Title: Senior Vice PresidentÂ Â Â Â [SIGNATURE PAGE TO THE HOME DEPOT, INC. THREE-YEAR REVOLVING CREDIT FACILITY AGREEMENT] EX-10.3 4 hdcapitalmarketscreditagre.htm EX-10.3 DocumentExhibit 10.3EXECUTION VERSIONREVOLVING CREDIT FACILITY AGREEMENTdated as ofMay 7, 2024,by and amongTHE HOME DEPOT, INC.,The BANKS Party HeretoandJPMORGAN CHASE BANK, N.A.,as Administrative Agent_____JPMORGAN CHASE BANK, N.A.,as Sole Lead Arranger and Sole BookrunnerBANK OF AMERICA, N.A.,as Syndication AgentTABLE OF CONTENTSARTICLE IDEFINITIONSPageSECTION 1.01. DefinitionsÂ Â Â Â 1SECTION 1.02. Accounting Terms and DeterminationsÂ Â Â Â 20SECTION 1.03. ReferencesÂ Â Â Â 21SECTION 1.04. Use of Defined TermsÂ Â Â Â 21SECTION 1.05. TerminologyÂ Â Â Â 21SECTION 1.06. Interest Rates; Benchmark NotificationÂ Â Â Â 21SECTION 1.07. DivisionsÂ Â Â Â 22ARTICLE IITHE CREDITSSECTION 2.01. Commitments to LendÂ Â Â Â 22SECTION 2.02. Method of BorrowingÂ Â Â Â 23SECTION 2.03. [Reserved.]Â Â Â Â 24SECTION 2.04. Evidence of Indebtedness; NotesÂ Â Â Â 24SECTION 2.05. 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Acknowledgement and Consent to Bail-In of Affected Financial InstitutionsÂ Â Â Â 74iiiEXHIBITS AND SCHEDULESEXHIBIT AÂ Â Â Â FORM OF NOTEEXHIBIT BÂ Â Â Â FORM OF ASSIGNMENT AND ASSUMPTIONEXHIBIT CÂ Â Â Â FORM OF COMPLIANCE CERTIFICATESCHEDULE 2.01Â Â Â Â COMMITMENTSSCHEDULE 9.01Â Â Â Â ADDRESSESivTHIS REVOLVING CREDIT FACILITY AGREEMENT, dated as of May 7, 2024, is made by and among:THE HOME DEPOT, INC., a Delaware corporation, as the Borrower,JPMORGAN CHASE BANK, N.A., a banking corporation organized and existing under the laws of the State of New York, in its capacity as the Administrative Agent, andTHE BANKS from time to time party hereto.The parties hereto agree as follows:ARTICLE IDEFINITIONSSECTION 1.01.Definitions. For all purposes of this Agreement, the following terms shall have the following meanings:â€œAcquired Companyâ€ means Shingle Acquisition Holdings, Inc., a Delaware corporation.â€œAdjusted Daily Simple SOFRâ€ means a rate of interest per annum equal to (a)Â the Daily Simple SOFR plus (b)Â 0.10%; provided that if the Adjusted Daily Simple SOFR as so determined would be less than zero, such rate shall be deemed to be zero.â€œAdjusted Term SOFRâ€ means, for any Interest Period, an interest rate per annum equal to (a)Â the Term SOFR for such Interest Period plus (b)Â 0.10%; provided that if the Adjusted Term SOFR as so determined would be less than zero, such rate shall be deemed to be zero.â€œAdministrative Agentâ€ means JPMorgan, in its capacity as administrative agent for the Banks hereunder, and its successors in such capacity.â€œAdministrative Questionnaireâ€ means an Administrative Questionnaire in a form supplied by the Administrative Agent.â€œAffected Financial Institutionâ€ means (a)Â any EEA Financial Institution or (b)Â any UK Financial Institution.â€œAffiliateâ€ means, with respect to any Person, (i)Â any other Person that directly, or indirectly through one or

more intermediaries, controls such Person (a â€œControlling Personâ€), (ii)Â any other Person which is controlled by or is under common control with a Controlling Person, or (iii)Â any Person of which such Person owns, directly or indirectly, 20% or more of the common stock or equivalent equity interests. As used herein, the term â€œcontrolâ€ means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.â€œAgreementâ€ means this Revolving Credit Facility Agreement, together with all amendments and supplements from time to time hereto.1â€œAnti-Corruption Lawsâ€ means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or the Subsidiaries from time to time concerning or relating to bribery, money laundering or corruption.â€œApplicable Marginâ€ means, for any day, with respect to (a)Â any Base Rate Loan, any Term SOFR Loan or, in the event such Type of Loans shall be outstanding as contemplated by SectionÂ 8.01, Section 8.02 or Section 8.03, any Daily Simple SOFR Loan or (b)Â the Facility Fees payable hereunder, as the case may be, the applicable rate per annum set forth in the table below under the caption â€œBase Rate Spreadâ€, â€œSOFR Spreadâ€ or â€œFacility Fee Rateâ€, as the case may be, based upon the Ratings as of such date:CategoryRatings(Moodyâ€™s/S&P/Fitch)Facility Fee RateBase Rate SpreadSOFR SpreadCategory 1A1/A+/A+ or higher0.040%0.000%0.710%Category 2A2/A/A0.040%0.000%0.835%Category 3A3/A-/A- or lower0.060%0.000%0.940%For purposes of the foregoing, (a)Â in the event that Ratings are provided by each of Moodyâ€™s, S&P and Fitch, and such Ratings shall fall within different Categories, (i)Â if any two Ratings are in the same Category, that Category shall apply and (ii)Â if no two Ratings are in the same Category, the applicable Category shall be in the Category corresponding to the middle Rating; (b)Â in the event that Ratings are provided only by any two of Moodyâ€™s, S&P and Fitch, (i)Â if such Ratings shall fall in the same Category, that Category shall apply and (ii)Â if such Ratings shall fall within different Categories, the applicable Category shall be the Category in which the higher of the Ratings shall fall unless the Ratings differ by two or more Categories, in which case the applicable Category shall be the Category one level below that corresponding to the higher Rating; (c)Â in the event that a Rating is provided only by one of Moodyâ€™s, S&P and Fitch, the applicable Category shall be the Category corresponding to such Rating; and (d)Â if at any time there shall be no Rating from any of Moodyâ€™s, S&P and Fitch, the applicable Category shall be Category 3. If the Ratings established or deemed to have been established by Moodyâ€™s, S&P and Fitch shall be changed (other than as a result of a change in the rating system of Moodyâ€™s, S&P or Fitch), such change shall be effective as of the third Business Day after the date on which it is first announced by the applicable rating agency. Each change in the Applicable Margin shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change. If the rating system of Moodyâ€™s, S&P or Fitch shall change, or if either such rating agency shall cease to be in the business of rating corporate debt obligations, the Borrower and the Banks shall negotiate in good faith to amend this definition to reflect such changed rating system or the unavailability of ratings from such rating agency and, pending the effectiveness of any such amendment, the Applicable Margin shall be determined by reference to the Rating most recently in effect prior to such change or cessation.2â€œArrangerâ€ means JPMorgan, in its capacity as sole lead arranger and sole bookrunner for the credit facility established hereunder. â€œAssigneeâ€ has the meaning set forth in Section 9.07(c).â€œAssignment and Assumptionâ€ means an Assignment and Assumption executed in accordance with Section 9.07(c) substantially in the form attached hereto as Exhibit B.â€œAvailable Tenorâ€ means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of â€œInterest Periodâ€ pursuant to Section 8.01(b)(iv).â€œBail-In Actionâ€ means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.â€œBail-In Legislationâ€ means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their Affiliates (other than through liquidation, administration or other insolvency proceedings).â€œBankâ€ means each financial institution listed on Schedule 2.01 hereto and each other financial institution which may hereafter become a Bank by executing and delivering an Assignment and Assumption pursuant to Section 9.07, other than any such Person that shall have ceased to be a party hereto pursuant to an Assignment and Assumption.â€œBank Partiesâ€ has the meaning set forth in SectionÂ 9.17.â€œBase Rateâ€ means, for any day, a rate per annum equal to the greatest of (a)Â the Prime Rate in effect on such day, (b)Â the NYFRB Rate in effect on such day plus Â½ of 1% and (c)Â the Adjusted Term SOFR for a one month Interest Period as published two U.S. Government Securities Business Days prior to such day (or if such day is not a U.S. Government Securities Business Day, the immediately preceding U.S. Government Securities Business Day) plus 1% per annum. For purposes of clauseÂ (c) above, the Adjusted Term SOFR for any day shall be based on the Term SOFR Reference Rate at approximately 5:00 a.m. (Chicago time) on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology); provided that if such rate shall be less than zero, such rate shall be deemed to be zero for all purposes of this 3Agreement. Any change in the Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR, respectively. If the Base Rate is being used as an alternate rate of interest pursuant to SectionÂ 8.01 (for the avoidance of doubt, only until any amendment has become effective pursuant to SectionÂ 8.01(b)), then the Base Rate shall be the greater of clausesÂ (a) and (b) above and shall be determined without reference to clause (c) above; provided that the Base Rate shall not be less than 1% per annum.â€œBase Rate Borrowingâ€ means any Borrowing comprised of Base Rate Loans.â€œBase Rate Loanâ€ means a Loan that bears interest at a rate determined by reference to the Base Rate.â€œBenchmarkâ€ means, initially, the Term SOFR; provided that if a Benchmark Transition Event and the related Benchmark Replacement Date have occurred with respect to the Term SOFR, or the then-current Benchmark, then â€œBenchmarkâ€ means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 8.01(b)(i).â€œBenchmark Replacementâ€ means, for any Available Tenor, the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body and/or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for Dollar-denominated syndicated credit facilities at such time in the United States and (b) the related Benchmark Replacement Adjustment.If the Benchmark Replacement would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.â€œBenchmark Replacement Adjustmentâ€ means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for dollar-denominated syndicated credit facilities at such time.4â€œBenchmark Replacement Conforming Changesâ€ means, with respect to any Benchmark Replacement and/or any Term SOFR Loan, any technical, administrative or operational changes (including changes to the definition of â€œBase Rateâ€, the definition of â€œBusiness Dayâ€, the definition of â€œU.S. Government Securities Business Dayâ€, the definition of â€œInterest Periodâ€, timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides, in consultation with the Borrower, may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines, in consultation with the Borrower, that no market practice for the administration of such Benchmark exists, in such other manner of administration as the Administrative Agent decides, in consultation with the Borrower, is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).â€œBenchmark Replacement Dateâ€ means, with respect to any Benchmark, the earlier to occur of the following events with respect to such then-current Benchmark:(1)Â Â Â Â in the case of clause (1) or (2) of the definition of â€œBenchmark Transition Eventâ€, the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or(2)Â Â Â Â in the case of clause (3) of the definition of â€œBenchmark Transition Eventâ€, the first date on which such Benchmark (or the published component used in the calculation thereof) has been or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if such Benchmark (or component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the â€œBenchmark Replacement Dateâ€ will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).5â€œBenchmark Transition Eventâ€ means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof);(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, the CME Term SOFR Administrator, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof); or(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.For the avoidance of doubt, a â€œBenchmark Transition Eventâ€ will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).â€œBenchmark Unavailability Periodâ€ means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any other Loan Document in accordance with Section 8.01(b) and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any other Loan Document in accordance with Section 8.01(b).â€œBenefit Planâ€ means any of (a)Â an â€œemployee benefit planâ€ (as defined in ERISA) that is subject to Title I of ERISA, (b)Â a â€œplanâ€ as defined in and subject to SectionÂ 4975 of the Code, or 6(c)Â any Person whose assets include (for purposes of ERISA SectionÂ 3(42) or otherwise for purposes of TitleÂ I of ERISA or SectionÂ 4975 of the Code) the assets of any such â€œemployee benefit planâ€ or â€œplanâ€.â€œBorrowerâ€ means The Home Depot, Inc., a Delaware corporation, and its successors.â€œBorrowingâ€ means a borrowing hereunder consisting of Loans made to the Borrower at the same time by the Banks pursuant to Article II.â€œBusiness Dayâ€ means, any day (other than a Saturday or a Sunday) on which banks are open for business in New York City; provided that, when used in relation to Daily Simple SOFR Loans or Term SOFR Loans and any interest rate settings, fundings, disbursements, settlements or payments of any such Loans, or any other dealings in respect of any such Loans, such day shall be a U.S. Government Securities Business Day.â€œChange in Controlâ€ means (i) any Person or two or more Persons acting in concert shall have acquired beneficial ownership (within the meaning of Rule 13d-3 of the Securities and Exchange Commission under the Securities Exchange Act of 1934) of 50.0% or more of the outstanding shares of the voting stock of the Borrower; or (ii) during any period of two consecutive years a majority of the Board of Directors of the Borrower shall not consist of individuals who were either (A) nominated to become directors by the Board of Directors of the Borrower or (B) appointed or approved as directors by directors so nominated.â€œChange of Lawâ€ has the meaning set forth in Section 8.02.â€œClaimâ€ has the meaning set forth in Section 9.04(a).â€œClosing Dateâ€ means May 7,Â 2024.â€œCME Term SOFR Administratorâ€ means CME Group Benchmark Administration Limited as administrator of the forward-looking term Secured Overnight Financing Rate (SOFR) (or a successor administrator).â€œCodeâ€ means the Internal Revenue Code of 1986, as amended, or any successor U.S. federal tax code.â€œCommitmentâ€ means, with respect to each Bank, the commitment of such Bank to make Loans pursuant to SectionÂ 2.01. The initial amount in Dollars of the Commitment of each Bank that is party hereto on the date hereof is set forth on Schedule 2.01 hereto, and the initial amount of the Commitment of each Bank that becomes a party hereto pursuant to Section 9.07 is set forth in the applicable Assignment and Assumption, and, in each case, such amount may be (a) decreased from time to time pursuant to Section 2.08, 2.09, 8.06 or 9.06(c) or (b) increased or decreased from time to time pursuant to assignments to or by such Bank effected in accordance with Section 9.07. The aggregate amount of Commitments on the date hereof is $10,000,000,000.â€œCommitment Termination Dateâ€ means May 6, 2025.7â€œCommunicationsâ€ means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of the Borrower or the Administrative Agent pursuant to any Loan Document or the transactions contemplated therein that is distributed by or to the Administrative Agent or any Bank by means of electronic communications pursuant to SectionÂ 9.01, including through the Platform.â€œCompliance Certificateâ€ has the meaning set forth in Section 5.01(c).â€œConsolidated Net Tangible Assetsâ€ means, at any date, (a) total assets of the Borrower and its Subsidiaries (minus applicable reserves) determined on a consolidated basis in accordance with GAAP minus (b) the sum of (i) current liabilities of the Borrower and its Subsidiaries, except for current maturities of long-term Debt and obligations under capital leases, and (ii) goodwill and other intangible assets of the Borrower and its Subsidiaries, in each case determined on a consolidated basis in accordance with GAAP, all as reflected in the consolidated financial statements of the Borrower most recently delivered to the Administrative Agent pursuant to Section 5.01(a) or 5.01(b) (or, prior to the first delivery of such financial statements, the consolidated financial statements of the Borrower referred to in Section 4.04(a)).â€œConsolidated Subsidiaryâ€ means at any date any Subsidiary or other entity the accounts of which, in accordance with GAAP, would be consolidated with those of the Borrower in its consolidated financial statements as of such date.â€œControlled Groupâ€ means all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control which, together with the Borrower, are treated as a single employer under Section 414 of the Code.â€œCorresponding Tenorâ€ with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.â€œDaily Simple SOFRâ€ means, for any day (a â€œSOFR Rate Dayâ€), a rate per

annum equal to SOFR for the day (such day, â€œSOFR Determination Dateâ€) that is five U.S. Government Securities Business Days prior to (a)Â if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day, or (b)Â if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administratorâ€™s Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower. If by 5:00 p.m. (New York City time) on the second U.S. Government Securities Business Day immediately following any SOFR Determination Date, SOFR in respect of such SOFR Determination Date has not been published on the SOFR Administratorâ€™s Website and a Benchmark Replacement Date with respect to the Daily Simple SOFR has not occurred, then SOFR for such SOFR Determination Date will be SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which such SOFR was published on the SOFR Administratorâ€™s Website.8â€œDaily Simple SOFR Borrowingâ€ means any Borrowing comprised of Daily Simple SOFR Loans.â€œDaily Simple SOFR Loanâ€ means a Loan that bears interest at a rate determined by reference to the Daily Simple SOFR. It is understood and agreed that Daily Simple SOFR Loans shall only be available as provided in Section 8.01, Section 8.02 and Section 8.03.â€œDebtâ€ of any Person means at any date, without duplication, (i) all obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (iv) the capitalized lease obligations of such Person as lessee under capital leases, (v) all obligations of such Person to reimburse any bank or other Person in respect of amounts payable under a bankerâ€™s acceptance, (vi) all Redeemable Preferred Stock of such Person (in the event such Person is a corporation), (vii) all obligations of such Person to reimburse any bank or other Person in respect of amounts that have actually been paid under a letter of credit or similar instrument, (viii) all Debt of others secured by a Lien on any asset of such Person, whether or not such Debt is assumed by such Person (provided, that, for purposes of this clause (viii), non-recourse Debt in excess of the value of the asset securing such Debt shall not be counted), and (ix) all Debt of others Guaranteed by such Person.â€œDebtor Relief Lawsâ€ means the Bankruptcy Code of the United States of America and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.â€œDefaultâ€ means any condition or event that constitutes an Event of Default or that with the giving of notice or lapse of time or both would, unless cured or waived, become an Event of Default.â€œDefault Rateâ€ means (a)Â with respect to any Loan, on any day, the sum of 2% per annum plus the interest rate (including the Applicable Margin) applicable to such Loan hereunder and (b)Â with respect to interest and fees, on any day, the sum of 2% per annum plus the interest rate (including the Applicable Margin) applicable to Base Rate Loans pursuant to SectionÂ 2.06(a).â€œDefaulting Bankâ€ means, subject to Section 2.15(b), any Bank that (a) has failed to (i)Â fund all or any portion of its Loans within two Business Days of the date such Loans were required to be funded hereunder unless such Bank notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Bankâ€™s determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied (which determination of such Bank shall not be dispositive as to whether such failure has in fact occurred) or (ii) pay to the Administrative Agent or any other Bank any other amount required to be paid by it hereunder within two Business Days of the date when due, (b) has notified the Borrower or the Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing 9or public statement relates to such Bankâ€™s obligation to fund a Loan hereunder and states that such position is based on such Bankâ€™s determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Bank shall cease to be a Defaulting Bank pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower) or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law or a Bail-In Action, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity; provided that a Bank shall not be a Defaulting Bank solely by virtue of the ownership or acquisition of any equity interest in such Bank or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Bank with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Bank (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Bank. Any determination by the Administrative Agent that a Bank is a Defaulting Bank under any one or more of clausesÂ (a) through (d) above shall be conclusive and binding absent manifest error, and such Bank shall be deemed to be a Defaulting Bank (subject to Section 2.15(b)) upon delivery of written notice of such determination to such Bank, the Borrower and each other Bank.â€œDollarsâ€ or â€œ$â€ means dollars in lawful currency of the United States of America.â€œDuration Feeâ€ has the meaning set forth in Section 2.07(c).â€œEEA Financial Institutionâ€ means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b)Â any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any institution established in an EEA Member Country which is a subsidiary of an institution described in clause (a) or (b) of this definition and is subject to consolidated supervision with its parent.â€œEEA Member Countryâ€ means any member state of the European Union, Iceland, Liechtenstein and Norway.â€œEEA Resolution Authorityâ€ means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.â€œElectronic Signatureâ€ means an electronic sound, symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.10â€œERISAâ€ means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.â€œEU Bail-In Legislation Scheduleâ€ means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.â€œEvents of Defaultâ€ has the meaning set forth in Section 6.01.â€œExcessâ€ has the meaning set forth in Section 9.12.â€œExcluded Taxesâ€ means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient: (a)Â Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i)Â imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Bank, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii)Â that are Other Connection Taxes, (b)Â U.S.Â federal withholding Taxes imposed on amounts payable to or for the account of a Recipient with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which such Recipient becomes a party hereto (other than pursuant to an assignment request by the Borrower under Section 8.06 or 9.06(c)) or changes its lending office, except in each case to the extent that amounts with respect to such Taxes were payable either to such Recipientâ€™s assignor immediately before such Recipient became a party hereto or changed its lending office, (c)Â Taxes attributable to such Recipientâ€™s failure to comply with SectionÂ 2.12(e) and (d)Â any withholding Taxes imposed under FATCA.â€œFacility Feeâ€ has the meaning set forth in Section 2.07(a).â€œFacility Fee Rateâ€ has the meaning set forth in â€œApplicable Marginâ€.â€œFATCAâ€ means SectionsÂ 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b)(1) of the Code (or any amended or successor version described above) and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.â€œFederal Funds Effective Rateâ€ means, for any day, the rate calculated by the NYFRB based on such dayâ€™s federal funds transactions by depository institutions, as determined in such manner as shall be set forth on the NYFRBâ€™s Website from time to time and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate; provided that if such rate shall be less than zero, such rate shall be deemed to be zero for all purposes of this Agreement.â€œFederal Reserve Boardâ€ means the Board of Governors of the Federal Reserve System of the UnitedÂ States of America.â€œFiscal Quarterâ€ means any fiscal quarter of the Borrower.11â€œFiscal Yearâ€ means any fiscal year of the Borrower.â€œFitchâ€ means Fitch Ratings Inc., and any successor to its rating agency business.â€œFloorâ€ means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Adjusted Term SOFR or the Adjusted Daily Simple SOFR, as applicable. For the avoidance of doubt, the initial Floor for each of the Adjusted Term SOFR or the Adjusted Daily Simple SOFR is zero.â€œForeign Bankâ€ means a Bank that is not a â€œUnited States personâ€ within the meaning of Section 7701(a)(30) of the Code.â€œGAAPâ€ means generally accepted accounting principles in the United States of America in effect, from time to time, applied on a basis consistent with those which, in accordance with Section 1.02, are to be used in making the calculations for purposes of determining compliance with the terms of this Agreement.â€œGovernmental Authorityâ€ means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including, without limitation, the Bank for International Settlements and the Basel Committee on Banking Supervision or any successor or similar authority to either of the foregoing).â€œGuaranteeâ€ by any Person means any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Debt or other obligation of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (i) to secure, purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation of such other Person (whether arising by virtue of partnership arrangements, by agreement to keep-well, to purchase assets, goods, securities or services, to provide collateral security, to take-or-pay, or to maintain financial statement conditions or otherwise) or (ii) to the extent that such an arrangement would be considered to be a guaranty under GAAP, entered into for the purpose of assuring in any other manner the obligee of such Debt or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part), provided that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business. The term â€œGuaranteeâ€ used as a verb has a corresponding meaning. For purposes hereof, the amount of any Guarantee shall be deemed to be equal to the lesser of (i) any stated amount of the guarantee or (ii) the outstanding amount of the obligation directly or indirectly guaranteed.â€œIndemnified Taxesâ€ means (a)Â Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower under any Loan Document and (b)Â to the extent not otherwise described in clauseÂ (a), Other Taxes.12â€œIndemniteeâ€ has the meaning set forth in Section 9.04(a).â€œInterestâ€ has the meaning set forth in Section 9.12(a).â€œInterest Periodâ€ means, with respect to each Term SOFR Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the first, third or sixth month thereafter, as the Borrower may elect in the applicable Notice of Borrowing; provided that:(a)Â Â Â Â Â any Interest Period (subject to clause (c) below) which would otherwise end on a day which is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;(b)Â Â Â Â Â any Interest Period which begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the appropriate subsequent calendar month) shall, subject to clauseÂ (c) below, end on the last Business Day of the appropriate subsequent calendar month; and(c)Â Â Â Â Â no Interest Period may be selected which begins before the Maturity Date and would otherwise end after the Maturity Date.â€œJPMorganâ€ means JPMorgan Chase Bank, N.A., a national banking association, and its successors.â€œLending Officeâ€ means, as to each Bank, its office set forth in its Administrative Questionnaire delivered by it to the Administrative Agent or such other office as such Bank may hereafter designate as its Lending Office by notice to the Borrower and the Administrative Agent.â€œLienâ€ means, with respect to any asset, any mortgage, deed to secure debt, deed of trust, lien, pledge, charge, security interest, security title, preferential arrangement which has the practical effect of constituting a security interest or encumbrance, or encumbrance or servitude of any kind in respect of such asset to secure or assure payment of a Debt or a Guarantee, whether by consensual agreement or by operation of statute or other law, or by any agreement, contingent or otherwise, to provide any of the foregoing. For the purposes of this Agreement, the Borrower or any Subsidiary shall be deemed to own subject to a Lien any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such asset; exclusive, however, of (i) any liens for taxes or governmental charges either not yet delinquent or which are being contested in good faith by appropriate proceedings, (ii) liens not securing Debt which are created by or relating to any legal proceeding which at the time are being contested in good faith by appropriate proceedings or (iii)Â any other statutory or inchoate lien securing amounts other than Debt which are not delinquent.â€œLoanâ€ means any loan made by any Bank to the Borrower pursuant to this Agreement.13â€œLoan Documentsâ€ means this Agreement and each other document to which the Borrower and the Administrative Agent are a party that by its terms provides that it is a â€œLoan Documentâ€ for purposes hereof and, other than for the purposes of Section 9.06, the Notes, in each case, as such documents and instruments may be amended or supplemented from time to time.â€œMargin Stockâ€ means â€œmargin stockâ€ as defined in Regulation U.â€œMaterial Adverse Effectâ€ means, with respect to any event, act, condition or occurrence of whatever nature (including any adverse determination in any litigation, arbitration, or governmental investigation or proceeding), whether singly or in conjunction with any other event or events, act or acts, condition or conditions, occurrence or occurrences, whether or not related, a material adverse change in, or a material adverse effect upon, any of (a)Â the financial condition, operations, business, or properties of the Borrower and its Consolidated Subsidiaries taken as a whole, (b)Â the rights and remedies of the Administrative Agent or the Banks under the Loan Documents, or the ability of the Borrower to perform its obligations under the Loan Documents to which it is a party, as applicable, or (c)Â the legality, validity or enforceability of any Loan Document, which, in the case of clausesÂ (b) and (c), would reasonably be expected to result in either the Administrative Agent or any Bank not obtaining the practical realization of the significant benefits purported to be provided thereby; provided, however, that in no event shall either the Borrowerâ€™s lack of access to the commercial paper market or the consequences thereof, in and of itself, be deemed to constitute a Material Adverse Effect.â€œMaturity Dateâ€ means the Commitment Termination Date; provided that if the Maturity Date shall have been extended pursuant to SectionÂ 2.16, the Maturity Date shall be May 6, 2026.â€œMaximum Rateâ€ has the meaning set forth in Section 9.12.â€œMoodyâ€™sâ€ means Moodyâ€™s Investors Service, Inc., and any successor to its rating agency business.â€œNet Cash Proceedsâ€ means, with respect to any Reduction/Prepayment Event, (a) the cash proceeds actually received by the Borrower or its Subsidiaries in respect of such Reduction/Prepayment Event, including any cash received in respect of any noncash proceeds, but only as and when received, net of (b) without duplication, all fees, taxes, commissions, costs and expenses incurred in connection with such Reduction/Prepayment Event by the Borrower and its Subsidiaries to third parties, including, without limitation, attorneysâ€™ fees, accountantsâ€™ fees, consulting fees, investment banking fees, underwriting discounts and commissions and placement fees.â€œNon-Consenting Bankâ€ has the meaning set forth in Section 9.06(c).â€œNon-Defaulting Bankâ€ means, at any time, each Bank that is not a Defaulting Bank at such time.14â€œNotesâ€ means the promissory notes of the Borrower, substantially in the form of Exhibit A, evidencing the obligation of the Borrower to repay Loans, together with all amendments, modifications and supplements thereto.â€œNotice of Borrowingâ€ has the meaning set forth in Section 2.02(a).â€œNYFRBâ€ means the Federal Reserve Bank of New York.â€œNYFRB Rateâ€ means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or, for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term â€œNYFRB Rateâ€ shall mean the rate for a federal funds transaction quoted at 11:00 a.m. (New York City time) on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.â€œNYFRBâ€™s Websiteâ€ means the website of the NYFRB at http://www.newyorkfed.org, or any successor source.â€œOther Connection Taxesâ€ means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Taxes (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).â€œOther Taxesâ€ means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other

Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 8.06 or 9.06(c)).â€œOvernight Bank Funding Rateâ€ means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on the NYFRBâ€™s Website from time to time, and published on the next succeeding Business Day as an overnight bank funding rate.â€œParticipantâ€ has the meaning set forth in Section 9.07(b).â€œParticipant Registerâ€ has the meaning set forth in Section 9.07(b).â€œPaymentâ€ has the meaning set forth in SectionÂ 7.11(a).â€œPayment Noticeâ€ has the meaning set forth in SectionÂ 7.11(a).15â€œPBGCâ€ means the Pension Benefit Guaranty Corporation or any entity succeeding to any or all of its functions under ERISA and any successor entity performing similar functions.â€œPersonâ€ means an individual, a corporation, a partnership, an unincorporated association, a trust or any other entity or organization, including, but not limited to, a Governmental Authority.â€œPlanâ€ means at any time an employee pension benefit plan which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code and is either (i) maintained by the Borrower or a member of the Controlled Group for employees of the Borrower or any member of the Controlled Group or (ii) maintained pursuant to a collective bargaining agreement or any other arrangement under which more than one employer makes contributions and to which the Borrower or a member of the Controlled Group is then making or accruing an obligation to make contributions or has within the preceding 5 plan years made contributions. â€œPlatformâ€ has the meaning set forth in Section 9.01(b).â€œPrime Rateâ€ means the rate of interest last quoted by The Wall Street Journal as the â€œPrime Rateâ€ in the United States or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the â€œbank prime loanâ€ rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.â€œPTEâ€ means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.â€œRatingsâ€ means, on any day, the ratings by S&P, Moodyâ€™s and Fitch applicable on such day to the senior, unsecured, long-term indebtedness for borrowed money of the Borrower that is not guaranteed by any other Person or subject to any other credit enhancement.â€œRecipientâ€ means the Administrative Agent and any Bank.â€œRedeemable Preferred Stockâ€ of any Person means any preferred stock issued by such Person (i) required (by the terms of the governing instruments or at the option of the holder) to be mandatorily redeemed for cash at any time prior to the Maturity Date (by sinking fund or similar payments or otherwise) or (ii) redeemable at the option of the holder thereof at any time prior to the Maturity Date.â€œReduction/Prepayment Eventsâ€ means any issuance of any senior unsecured debt securities of the Borrower or any of its Subsidiaries to any Person (other than the Borrower or any of its Subsidiaries) in a public offering or pursuant to a â€œRule 144Aâ€ private placement.â€œReference Timeâ€ with respect to any setting of the then-current Benchmark means (a)Â if such Benchmark is the Term SOFR, 5:00 a.m. (Chicago time) on the day that is two U.S. 16Government Securities Business Days preceding the date of such setting or (b) if such Benchmark is not the Term SOFR, the time determined by the Administrative Agent in its reasonable discretion. â€œRefunding Loanâ€ means a new Loan made on the day on which an outstanding Loan is maturing, or the conversion of a Borrowing of one Type to a Borrowing of another Type, if and to the extent that the proceeds thereof are used for the purpose of paying such maturing Loan or Loan being converted, excluding any difference between the amount of such maturing Loan or Loan being converted and any greater amount being borrowed on such day and actually either being made available to the Borrower pursuant to Section 2.02(c) or remitted to the Administrative Agent as provided in Section 2.12, in each case as contemplated in Section 2.02(d).â€œRegisterâ€ has the meaning set forth in Section 9.07(e.)â€œRegulation Uâ€ means Regulation U of the Board of Governors of the Federal Reserve System, as in effect from time to time, together with all official rulings and interpretations issued thereunder.â€œRelated Partiesâ€ means, with respect to any specified Person, such Personâ€™s Affiliates and the respective directors, officers, employees, partners, members, agents and advisors of such Person and such Personâ€™s Affiliates.â€œRelevant Governmental Bodyâ€ means, the Federal Reserve Board and/or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NYFRB or, in each case, any successor thereto.â€œRelevant Rateâ€ means (a) with respect to any Term SOFR Borrowing, Adjusted Term SOFR or (b) with respect to any Daily Simple SOFR Borrowing, Adjusted Daily Simple SOFR.â€œRequired Banksâ€ means, at any time, Banks having aggregate Commitments equal in amount to more than 50% of the Total Revolving Credit Commitment or, if the Commitments are no longer in effect, Banks holding more than 50% of the aggregate outstanding principal amount of all the Loans. The Commitments and Loans of any Defaulting Bank shall be disregarded in determining the Required Banks at any time.â€œResolution Authorityâ€ means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.â€œS&Pâ€ means Standard & Poorâ€™s Rating Services, a Standard & Poorâ€™s Financial Services LLC business, and any successor to its rating agency business.â€œSanctioned Countryâ€ means, at any time, a country or territory which is itself the subject or target of any applicable full-scope Sanctions (which, as of the Closing Date, includes the Crimea region of Ukraine, the so-called Donetsk Peopleâ€™s Republic, the so-called Luhansk Peopleâ€™s Republic, Cuba, Iran, the Kherson and Zaporizhzhia regions of Ukraine, North Korea and Syria).17â€œSanctioned Personâ€ means, at any time, (a) any Person listed in any applicable Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State or by the United Nations Security Council, the European Union or His Majestyâ€™s Treasury of the United Kingdom, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person 50% or more owned by any such Person or Persons referred to in clause (a) or (b) above. â€œSanctionsâ€ means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union or His Majestyâ€™s Treasury of the United Kingdom.â€œSignificant Subsidiaryâ€ means any Subsidiary that would be a â€œsignificant subsidiaryâ€ of the Borrower within the meaning of RuleÂ 1-02(w) of Regulation S-X under the Securities Act of 1933, as amended. â€œSOFRâ€ means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.â€œSOFR Administratorâ€ means the NYFRB (or a successor administrator of the secured overnight financing rate).â€œSOFR Administratorâ€™s Websiteâ€ means the NYFRBâ€™s Website or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time. â€œSpecified Acquisitionâ€ means the merger of a wholly owned Subsidiary of the Borrower with and into the Acquired Company, pursuant to which the Acquired Company shall become a wholly owned Subsidiary of the Borrower, in accordance with the terms of the Specified Acquisition Agreement. â€œSpecified Acquisition Agreementâ€ means that certain Agreement and Plan of Merger dated as of March 27, 2024, by and among the Borrower, the Acquired Company, Star Acquisition Merger Sub Inc., a Delaware corporation, and Shingle Acquisition, LP, a Delaware limited partnership.â€œSubsidiaryâ€ means any corporation or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned by the Borrower.â€œTaxesâ€ means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), value added taxes or any other goods and services, use or sales taxes, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.â€œTerm Out Feeâ€ has the meaning set forth in Section 2.07(b).18â€œTerm SOFRâ€ means, with respect to any Term SOFR Borrowing and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m. (Chicago time) two U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator. â€œTerm SOFR Borrowingâ€ means a Borrowing comprised of Term SOFR Loans.â€œTerm SOFR Loanâ€ means a Loan that bears interest at a rate determined by reference to the Adjusted Term SOFR (other than solely as a result of clause (c) of the definition of the term â€œBase Rateâ€).â€œTerm SOFR Reference Rateâ€ means, for any day and time (such day, the â€œTerm SOFR Determination Dayâ€), with respect to any Term SOFR Borrowing and for any tenor comparable to the applicable Interest Period, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 p.m. (NewÂ York City time) on such Term SOFR Determination Day, the â€œTerm SOFR Reference Rateâ€ for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR has not occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than five U.S. Government Securities Business Days prior to such Term SOFR Determination Day. â€œTotal Revolving Credit Commitmentâ€ means, at any time, the aggregate amount of Commitments under this Agreement as of such time, which amount is equal to $10,000,000,000 as of the date hereof, as such aggregate amount of Commitments may be reduced from time to time in accordance with SectionÂ 2.08 or Section 2.09. â€œTransfereeâ€ has the meaning set forth in Section 9.07(d).â€œTypeâ€, when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted Term SOFR (other than solely as a result of clause (c) of the definition of the term â€œBase Rateâ€), the Base Rate or, if applicable pursuant to Section 8.01, Section 8.02 or SectionÂ 8.03, the Adjusted Daily Simple SOFR.â€œUK Financial Institutionâ€ means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any Person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain Affiliates of such credit institutions or investment firms.19â€œUK Resolution Authorityâ€ means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.â€œUnadjusted Benchmark Replacementâ€ means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.â€œUSA Patriot Actâ€ has the meaning set forth in Section 9.16.â€œU.S. Government Securities Business Dayâ€ means any day except for (a)Â a Saturday, (b)Â a Sunday or (c)Â a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities. â€œWrite-Down and Conversion Powersâ€ means (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of such Person or any other Person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.SECTION 1.02.Accounting Terms and Determinations. Unless otherwise specified herein, all terms of an accounting character used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with GAAP, applied on a basis consistent (except for changes in presentation with which the Borrowerâ€™s independent registered public accounting firm has concurred or otherwise required by a change in GAAP) with the most recent audited consolidated financial statements of the Borrower and its Consolidated Subsidiaries delivered to the Banks. With respect to any such change with which the Borrowerâ€™s independent registered public accounting firm has concurred or required by GAAP, in determining compliance with any of the provisions of this Agreement or any of the other Loan Documents, if either: (i)Â the Borrower shall have objected to determining such compliance on such basis at the time of delivery of such financial statements, or (ii)Â the Required Banks shall so object in writing within 30 days after the delivery of such financial statements, such calculations shall instead be made on a basis consistent with those used in the preparation of the latest financial statements as to which such objection shall not have been made (which, if objection is made in respect of the first financial statements delivered under SectionÂ 5.01 hereof, shall mean the financial statements referred to in SectionÂ 4.04). Further, at any time any change in GAAP or change in financial statement presentation as to which the independent registered public accounting firm has concurred would affect the computation of any financial ratio or requirement set forth in this Agreement, if either the Borrower or the Required Banks shall so request, the Administrative Agent, the Banks and the Borrower shall negotiate in good faith to amend such ratio or 20requirement to preserve the original intent thereof in light of such change in GAAP or change in financial statement presentation (subject to the approval of the Borrower and the Required Banks); provided that, until so amended, (i)Â such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein (subject, however, to the first sentence of this Section) and (ii) the Borrower shall provide to the Administrative Agent and the Banks financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP or financial statement presentation. Notwithstanding the foregoing (other than for purposes of Sections 4.04(a), 5.01(a) and 5.01(b)), (a) all terms of an accounting character used herein (including the term â€œConsolidated Net Tangible Assetsâ€) shall be interpreted, and all accounting determinations hereunder shall be made, including as such terms are used in the definitions of â€œDebtâ€ and â€œLienâ€ and in Section 5.03, without giving effect to any change in accounting for leases resulting from the implementation of Financial Accounting Standards Board Accounting Standards Codification 842 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) (and related interpretations) to the extent any lease (or similar arrangement conveying the right to use) would be required to be treated as a finance lease thereunder where such lease (or similar arrangement) would have been treated as an operating lease under GAAP as in effect immediately prior to the effectiveness of the Accounting Standards Codification 842 and (b) the amount of any Debt shall be determined without giving effect to any election under Financial Accounting Standards Board Accounting Standards Codification 825 (or any other Accounting Standards Codification having a similar result or effect) (and related interpretations) to value any Debt at â€œfair valueâ€, as defined therein.SECTION 1.03.References. Unless otherwise indicated, references in this Agreement to â€œArticlesâ€, â€œExhibitsâ€, â€œSchedulesâ€, â€œSectionsâ€ and other subdivisions are references to articles, exhibits, schedules, sections and other subdivisions hereof.SECTION 1.04.Use of Defined Terms. All terms defined in this Agreement shall have the same defined meanings when used in any of the other Loan Documents, unless otherwise defined therein or unless the context shall require otherwise.SECTION 1.05.Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and the plural shall include the singular. Titles of Articles and Sections in this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement.SECTION 1.06.Interest Rates; Benchmark Notification. The interest rate on a Loan may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof (other than as expressly set forth herein), including, without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate 21will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its Affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or replacement rate and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Bank or any other Person for damages of any kind, including direct or indirect, special, punitive incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service except, solely with respect to the administration of such rate by the Administrative Agent, to the extent of direct and actual damages as are determined by a court of competent jurisdiction to have resulted from the Administrative Agentâ€™s gross negligence or willful misconduct in its administration of such rate.SECTION 1.07.Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdictionâ€™s laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its

existence by the holders of its equity interests at such time.ARTICLE IITHE CREDITSSECTION 2.01.Commitments to Lend. Each Bank severally agrees, on the terms and conditions set forth herein, to make Loans in Dollars to the Borrower from time to time before the Commitment Termination Date; provided that, immediately after each such Loan is made, (a)Â the aggregate outstanding principal amount of all Loans made by such Bank shall not exceed the amount of its Commitment and (b)Â the aggregate outstanding principal amount of all Loans shall not exceed the Total Revolving Credit Commitment. Each Borrowing shall be comprised of Term SOFR Loans, Base Rate Loans or, if applicable pursuant to this Agreement, Daily Simple SOFR Loans. Each Borrowing shall be in an aggregate principal amount of (i)Â in the case of Base Rate Loans or, if applicable pursuant to this Agreement, Daily Simple SOFR Loans, $1,000,000 or any larger multiple of $500,000, and (ii)Â in the case of Term SOFR Loans, $5,000,000 or any larger multiple of $500,000, except that any such Borrowing, whether a Base Rate Borrowing, a Daily Simple SOFR Borrowing or a Term SOFR Borrowing, may be in the aggregate amount of the unused Commitments. Each Borrowing shall be made from the Banks ratably in proportion to their respective Commitments. Within the foregoing limits, the Borrower may borrow and, following a repayment or prepayment, reborrow under this SectionÂ 2.01 at any time before the Commitment Termination Date, and may repay or prepay Loans at any time before the Maturity Date.22SECTION 2.02.Method of Borrowing. (a) The Borrower shall give the Administrative Agent notice (a â€œNotice of Borrowingâ€), which shall be substantially in the form approved by the Administrative Agent and separately provided to the Borrower, prior to 12:00 p.m. (New York City time) on the same day for a Base Rate Borrowing, prior to 11:00 a.m. (New York City time) at least two (2) U.S. Government Securities Business Days prior to each Term SOFR Borrowing and, if applicable pursuant to this Agreement, prior to 11:00Â a.m. (New York City time) at least five (5) U.S. Government Securities Business Days prior to each Daily Simple SOFR Borrowing. Each Notice of Borrowing shall be signed by any authorized officer of the Borrower and shall specify:(i)the date of the applicable Borrowing, which shall be a Business Day; (ii)the aggregate principal amount of such Borrowing; (iii)whether the Loans comprising such Borrowing are to be Base Rate Loans, Term SOFR Loans or, if applicable pursuant to this Agreement, Daily Simple SOFR Loans; (iv)in the case of a Term SOFR Borrowing, the duration of the Interest Period applicable thereto, subject to the provisions of the definition of Interest Period; and (v)the location and number of the Borrowerâ€™s account to which funds are to be disbursed.(b)Upon receipt of a Notice of Borrowing, the Administrative Agent shall promptly notify each Bank of the contents thereof and of such Bankâ€™s ratable share of such Borrowing, and such Notice of Borrowing shall not thereafter be revocable by the Borrower.(c)Not later than 2:00 p.m. (New York City time) on the date of each Borrowing, each Bank shall (except as provided in paragraphÂ (d) of this Section) make available its ratable share of such Borrowing in Dollars immediately available in New York, New York, to the Administrative Agent at such account of the Administrative Agent as shall be specified by it for such purpose from time to time. The Administrative Agent will make the funds so received by it from the Banks available to the Borrower, at the account of the Borrower specified in the applicable Notice of Borrowing, not later than 4:30 p.m. (New York City time) on the date of any relevant Borrowing. Unless the Administrative Agent receives notice from a Bank, prior to the date of any Borrowing, stating that such Bank will not make a Loan in connection with such Borrowing, the Administrative Agent shall, in relation to the Banks, be entitled to assume that such Bank will make a Loan in connection with such Borrowing and, in reliance on such assumption, the Administrative Agent may (but shall not be obligated to) make available such Bankâ€™s ratable share of such Borrowing to the Borrower for the account of such Bank. If the Administrative Agent makes any such Bankâ€™s ratable share of a Borrowing available to the Borrower, the Administrative Agent shall promptly notify (which notice may be telephonic) the Borrower of the identity of the Bank for whom such funds were advanced and the amount of such advance. The Administrative Agent shall promptly notify (which notice may be telephonic) the Borrower of the details of any notice received from any Bank stating that any such Bank does not intend to make its ratable share of funds available in connection with any relevant 23Borrowing. If the Administrative Agent makes such Bankâ€™s ratable share available to the Borrower and such Bank does not in fact make its ratable share of such Borrowing available on such date and has not given notice to the Administrative Agent as provided above of such intention, the Administrative Agent shall be entitled to recover such Bankâ€™s ratable share from such Bank or the Borrower (and for such purpose shall be entitled to charge such amount to any account of the Borrower maintained with the Administrative Agent upon prior notice to the Borrower), together with interest thereon for each day during the period from the date of such Borrowing until such sum shall be paid in full at a rate per annum equal to (i) in the case of a payment to be made by such Bank, the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of a payment to be made by the Borrower, the interest rate applicable to such Borrowing; provided that any such payment by the Borrower of such Bankâ€™s ratable share and interest thereon shall be without prejudice to any rights that the Borrower may have against such Bank. If the Administrative Agent does not exercise its option to advance funds for the account of such Bank, it shall forthwith notify the Borrower of such decision.(d)If any Bank makes a new Loan hereunder on a day on which the Borrower is to repay all or any part of an outstanding Loan from such Bank, such Bank shall apply the proceeds of its new Loan to make such repayment as a Refunding Loan and only an amount equal to the difference (if any) between the amount being borrowed and the amount of such Refunding Loan shall be made available by such Bank to the Administrative Agent as provided in paragraph (c) of this Section, or remitted by the Borrower to the Administrative Agent as provided in Section 2.12, as the case may be.(e)In the event that a Notice of Borrowing fails to specify whether the Loans comprising the requested Borrowing are to be Base Rate Loans or Term SOFR Loans (or, if applicable pursuant to this Agreement, Daily Simple SOFR Loans), such Loans shall be made as Base Rate Loans. In the event that a Notice of Borrowing requesting a Term SOFR Borrowing fails to specify the Interest Period with respect to such Borrowing, the Borrower shall be deemed to have selected an Interest Period of one monthâ€™s duration. If the Borrower is otherwise entitled under this Agreement to repay any Loans maturing at the end of an Interest Period applicable thereto with the proceeds of a new Borrowing, and the Borrower fails to repay such Loans using its own moneys and fails to give a Notice of Borrowing in connection with such new Borrowing, a new Borrowing shall be deemed to be made on the date such Loans mature in an amount equal to the principal amount of the Loans so maturing, and the Loans comprising such new Borrowing shall be Base Rate Loans.(f)Notwithstanding anything to the contrary contained herein, including, without limitation, SectionÂ 2.01, there shall not be more than ten (10) Term SOFR Borrowings and/or Daily Simple SOFR Borrowings outstanding at any given time.SECTION 2.03.[Reserved.]SECTION 2.04.Evidence of Indebtedness; Notes. (a)Â Each Bank shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Bank resulting from each Loan made by such Bank, including the amounts of principal and interest payable and paid to such Bank from time to time hereunder.24(b)The Administrative Agent shall maintain accounts in which it shall record (i)Â the amount of each Loan made hereunder, the Type thereof and, in the case of a Term SOFR Loan, the Interest Period applicable thereto, (ii)Â the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Bank hereunder and (iii)Â the amount of any sum received by the Administrative Agent hereunder for the accounts of the Banks and each Bankâ€™s share thereof.(c)The entries made in the accounts maintained pursuant to paragraphÂ (a) andÂ (b) of this Section shall be rebuttable presumptive evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Bank or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement.(d)Any Bank may request that Loans made by it be evidenced by a single Note payable to such Bank for the account of its Lending Office in an amount equal to the original principal amount of such Bankâ€™s Commitment. In such event, the Borrower shall prepare, execute and deliver to such Bank a Note payable to such Bank.(e)Each Bank may record, and prior to any transfer of its Notes shall endorse on the schedules forming a part thereof appropriate notations to evidence, the date, amount and maturity of, and effective interest rate for, each Loan made by it, the date and amount of each payment of principal made by the Borrower with respect thereto, and such schedules of each such Bankâ€™s Notes shall constitute rebuttable presumptive evidence of the respective principal amounts owing and unpaid on such Bankâ€™s Notes; provided, that the failure of any Bank to make any such recordation or endorsement shall not affect the obligation of the Borrower hereunder or under the Notes or the ability of any Bank to assign its Notes. Each Bank is hereby irrevocably authorized by the Borrower so to endorse its Notes and to attach to and make a part of any Note a continuation of any such schedule as and when required. In order to verify the Loans outstanding from time to time, at the request of the Borrower, the Administrative Agent shall furnish the Borrower with its records of transactions under this Agreement, in reasonable detail.SECTION 2.05.Maturity of Loans. (a) Each Term SOFR Loan included in any Borrowing shall mature, and the principal amount thereof shall be due and payable, on the last day of the Interest Period applicable to such Borrowing. Each other Loan shall mature, and the principal amount thereof shall be due and payable, on the Maturity Date (for the avoidance of doubt, as the same may have been extended as set forth in the definition of such term). The Borrower hereby unconditionally promises to pay to the Administrative Agent, for the account of each Bank, the principal of each Loan at the maturity thereof.(b)[Reserved.](c)Notwithstanding the foregoing, the outstanding principal amount of the Loans, if any, together with all accrued but unpaid interest thereon, if any, shall be due and payable on the Maturity Date (for the avoidance of doubt, as the same may have been extended as set forth in the definition of such term).25SECTION 2.06.Interest Rates. (a) Each Base Rate Loan shall bear interest on the outstanding principal amount thereof, for each day from the date such Loan is made or converted to until it is repaid, at a rate per annum equal to the Base Rate for such day plus the Applicable Margin. Such interest shall be payable quarterly in arrears on the last Business Day of each March, June, September and December, on the Maturity Date and, if the Maturity Date shall have been extended pursuant to Section 2.16, as to the interest accrued on the principal amount repaid or prepaid after the Commitment Termination Date, upon the repayment or prepayment of such Loan.(b)Each Term SOFR Loan shall bear interest on the outstanding principal amount thereof, for the Interest Period applicable thereto, at a rate per annum equal to the Adjusted Term SOFR for such Interest Period plus the Applicable Margin. Such interest shall be payable for each Interest Period on the last day thereof (and, if such Interest Period is longer than three months, at intervals of three months after the first day thereof) and upon the repayment or prepayment of such Loan. (c)Each Daily Simple SOFR Loan shall bear interest on the outstanding principal amount thereof, for each day from the date such Loan is made or converted to until it is repaid, at a rate per annum equal to the Adjusted Daily Simple SOFR for such day plus the Applicable Margin. Such interest shall be payable monthly in arrears on each date that is on the numerically corresponding day in each calendar month that is one month after the date such Loan is made or converted to (or, if there is no such numerically corresponding day in such month, then the last day of such month), on the Maturity Date and, as to the interest accrued on the principal amount repaid or prepaid, upon the repayment or prepayment of such Loan. (d)[Reserved.](e)In the event of Default in payment of any principal of or interest on any Loan or any fee payable by the Borrower hereunder, such overdue amount to the fullest extent permitted by applicable law, after as well as before judgment, shall automatically and without notice bear interest at the Default Rate, which interest will be payable on demand.SECTION 2.07.Fees. (a) The Borrower shall pay to the Administrative Agent for the ratable account of each Bank a facility fee (the â€œFacility Feeâ€), which shall accrue at the Facility Fee Rate on the average daily amount of the Commitment of such Bank, whether or not used (and, following the termination of such Commitment, on the aggregate outstanding principal amount of the Loans of such Bank), during the period from and including the Closing Date to but excluding the Maturity Date (or, if any Loans shall remain unpaid on the Maturity Date, to such later date as shall be the date of repayment of all the Loans). Facility Fees accrued through and including the last day of each March, June, September and December shall be due and payable in arrears on the 15th day following such last day, commencing with the first such date to occur after the Closing Date, and accrued Facility Fees shall also be due and payable on the date on which all the Commitments shall have terminated (and, if the Maturity Date shall have been extended pursuant to Section 2.16, on each subsequent date on which any Loans are repaid or prepaid) and on the Maturity Date; provided that any Facility Fees accruing after the date on which all the Commitments shall have been terminated (except if the Maturity Date shall have been extended pursuant to Section 2.16) or after the Maturity Date shall be payable on demand.26(b)Subject to the extension of the Maturity Date pursuant to SectionÂ 2.16, the Borrower shall pay to the Administrative Agent, for the account of each Bank, on the Commitment Termination Date, a term out fee (a â€œTerm Out Feeâ€) equal to 0.50% of the aggregate amount of such Bankâ€™s outstanding Loans that are not repaid on the Commitment Termination Date.(c)If and to the extent Commitments or Loans remain in effect or outstanding as of each of the dates set forth in the table below, the Borrower shall pay to the Administrative Agent, for the account of each Bank, on such date a duration fee (the â€œDuration Feeâ€) equal to the applicable percentage set forth in the table below of the amount of such Bankâ€™s Commitment, whether used or unused, on such date (or, if such Bank shall have no Commitment on such date but any Loans are outstanding, of the aggregate principal amount of the Loans of such Bank outstanding on such date). DateDuration Fee PercentageJune 28, 20240.100%December 13, 20240.100%(d)The Borrower shall pay to the Administrative Agent, for the account and sole benefit of the Administrative Agent, such fees and other amounts at such times as have been agreed by the Administrative Agent and the Borrower.SECTION 2.08.Optional Termination or Reduction of Commitments. (a) The Borrower may, upon at least three (3) Business Daysâ€™ written notice to the Administrative Agent, terminate at any time, or reduce the Commitments from time to time by an aggregate amount of at least $5,000,000 or any larger multiple of $1,000,000; provided that the Borrower shall not terminate or reduce the Commitments if, after giving effect to any concurrent prepayment of Loans in accordance with Section 2.10 or Section 2.11, the aggregate outstanding principal amount of all Loans of any Bank shall exceed the amount of its Commitment as so reduced. Each notice delivered by the Borrower pursuant to this Section 2.08(a) shall be revocable (which revocation shall be made by written notice to that effect from the Borrower to the Administrative Agent) until the specified date of the termination or reduction and (b) without limiting clause (a) above, may state that such notice is conditioned upon the occurrence of one or more events specified therein, in which case such notice may be revoked by the Borrower (which revocation shall be made by written notice to that effect from the Borrower to the Administrative Agent) on or prior to the specified date of the termination or reduction if such condition is not satisfied. Promptly following receipt of any such notice, the Administrative Agent shall advise the Banks of the contents thereof. Any termination or reduction of the Commitments pursuant to this Section 2.08 shall be permanent. Each reduction of the Commitments pursuant to this Section 2.08 shall be made ratably among the Banks in accordance with their respective Commitments.SECTION 2.09.Mandatory Termination or Reduction of Commitments. (a)Â Â The Commitments shall terminate (i) on the Commitment Termination Date, (ii) upon the occurrence of a Change in Control, on any date that shall have been specified for such termination in a notice of termination delivered by the Administrative Agent (acting at the direction of the Required Banks) to the Borrower; provided that if the Borrower shall have provided written notice to the Administrative Agent of the occurrence of such Change in Control (or a potential 27occurrence of such Change in Control), specifying the details thereof and the date or the expected date of the occurrence thereof, then such notice of termination must be delivered to the Borrower no later than 45 days after the delivery of such notice from the Borrower to the Administrative Agent (it being understood that in the event the Borrower shall have provided to the Administrative Agent a notice of a potential occurrence of a Change in Control, the notice of termination may specify that the date of the termination of the Commitments shall be the date of the occurrence of such Change in Control, without referring to a specific calendar date), and (iii) as provided in Section 6.01.(b)In the event the Specified Acquisition Agreement shall be terminated in accordance with its terms prior to the consummation of the Specified Acquisition, then (i) the Borrower shall give prompt (and in any event within one (1) Business Day) written notice to the Administrative Agent of such termination and (ii) unless previously terminated, the Commitments shall terminate on the date that is three (3)Â Business Days after the date of such termination of the Specified Acquisition Agreement. Promptly following receipt of any such notice, the Administrative Agent shall advise the Banks of the contents thereof. (c)In the event and on each occasion that, on or after the Closing Date and prior to the termination of all the Commitments, the Borrower or any of its Subsidiaries receives any Net Cash Proceeds in respect of a Reduction/Prepayment Event, then (i)Â the Borrower shall give prompt (and in any event within one (1)Â Business Day) written notice to the Administrative Agent of such Reduction/Prepayment Event, specifying the amount of Net Cash Proceeds resulting therefrom (together with a reasonably detailed calculation thereof), and (ii) the Commitments will be automatically reduced, on the date that is two (2)Â Business Days after the date of receipt of such Net Cash Proceeds, by an amount equal to the lesser of (x)Â the Total Revolving Credit Commitment at such time and (y) the amount of Net Cash Proceeds received in respect of such Reduction/Prepayment Event. Promptly following receipt of any such notice, the Administrative Agent shall advise the Banks of the contents thereof. (d)Any termination or reduction of the Commitments pursuant to this Section 2.09 shall be permanent. Each reduction of the Commitments pursuant to this Section 2.09 shall be made ratably among the Banks in accordance with their respective Commitments.SECTION 2.10.Optional Prepayments. (a) The Borrower may, upon written notice to the Administrative Agent, prepay any Base Rate Borrowing or Daily Simple SOFR Borrowing in whole or in part at any time, in a minimum amount of at least $500,000 or any larger multiple of $500,000 (or the remaining outstanding principal amount of such Borrowing, if less), by paying the principal amount to be prepaid together with (in the case of a Base Rate Borrowing, solely to the extent required pursuant to Section 2.06(a)) accrued interest thereon to the date of prepayment.(b)The Borrower may, upon written notice to the Administrative Agent, prepay any Term SOFR Borrowing, at any time prior to the end of the Interest Period applicable to such Borrowing, in whole or in part, in a minimum amount of at least $500,000 or any larger multiple of $500,000 (or the remaining outstanding principal amount of such Borrowing, if less), by paying the principal amount to be prepaid together with accrued interest thereon to the date of 28prepayment. Each such optional prepayment of a Term SOFR Borrowing

shall be subject to any and all payments required pursuant to the provisions of ArticleÂ VIII.(c)Each notice delivered by the Borrower pursuant to paragraph (a) or (b) of this Section 2.10 (i) shall be revocable (which revocation shall be made by written notice to that effect from the Borrower to the Administrative Agent) until the specified date of the applicable prepayment and (ii) without limiting clause (i) above, may state that such notice is conditioned upon the occurrence of one or more events specified therein, in which case such notice may be revoked by the Borrower (which revocation shall be made by written notice to that effect from the Borrower to the Administrative Agent) on or prior to the specified date of the applicable prepayment if such condition is not satisfied. Each optional prepayment pursuant to this Section 2.10 shall be applied to prepay ratably the Loans of the Banks of the applicable Type.(d)Upon receipt of a notice of prepayment pursuant to this SectionÂ 2.10, the Administrative Agent shall promptly notify each Bank of the contents thereof and of such Bankâ€™s ratable share of such prepayment.SECTION 2.11.Mandatory Prepayment. (a)In the event that, on any date, the aggregate outstanding principal amount of the Loans exceeds the Total Revolving Credit Commitment then in effect (including because of any reduction of the Commitments pursuant to Section 2.08 or 2.09(c), but excluding any such excess as a result of the extension of the Maturity Date pursuant to Section 2.16 and without duplication of amounts required to be prepaid pursuant to clause (b) or (c) below), then the Borrower shall prepay such principal amount of the outstanding Loans (together with interest accrued thereon) as may be necessary so that, after such prepayment, the aggregate outstanding principal amount of the Loans does not exceed the Total Revolving Credit Commitment.(b)Upon the occurrence of a Change in Control, the Borrower shall repay all Loans then outstanding (together with accrued interest thereon) on any date that shall have been specified for such repayment in a notice of repayment delivered by the Administrative Agent (acting at the direction of the Required Banks) to the Borrower; provided that if the Borrower shall have provided written notice to the Administrative Agent of the occurrence of such Change in Control (or a potential occurrence of such Change in Control), specifying the details thereof and the date or the expected date of the occurrence thereof, then such notice of repayment must be delivered to the Borrower no later than 45 days after the delivery of such notice from the Borrower to the Administrative Agent (it being understood that in the event the Borrower shall have provided to the Administrative Agent a notice of a potential occurrence of a Change in Control, the notice of repayment may specify that the date of such repayment shall be the date of the occurrence of such Change in Control, without referring to a specific calendar date).(c)In the event the Specified Acquisition Agreement shall be terminated in accordance with its terms prior to the consummation of the Specified Acquisition, then (i) the Borrower shall give prompt (and in any event within one (1) Business Day) written notice to the Administrative Agent of such termination and (ii) the Borrower shall, no later than the date that is three (3) Business Days after the date of such termination of the Specified Acquisition Agreement, repay all Loans then outstanding (together with accrued interest thereon). 29(d)In the event and on each occasion that, the Borrower or any of its Subsidiaries receives, after the termination of the Commitments hereunder, any Net Cash Proceeds in respect of a Reduction/Prepayment Event, then (i) the Borrower shall give prompt (and in any event within one (1) Business Day) written notice to the Administrative Agent of such Reduction/Prepayment Event, specifying the amount of Net Cash Proceeds resulting therefrom, and (ii) the Borrower shall, no later than the date that is two (2) Business Days after the date of receipt of such Net Cash Proceeds, prepay Loans (together with accrued interest thereon) in an aggregate principal amount equal to the lesser of (x)Â the aggregate principal amount of Loans then outstanding and (y) the amount of Net Cash Proceeds received in respect of such Reduction/Prepayment Event.(e)Promptly following receipt of any notice pursuant to paragraph (c) or (d) of this Section 2.11, the Administrative Agent shall advise the Banks of the contents thereof. Each mandatory prepayment pursuant to this Section 2.11 shall be applied to prepay ratably the Loans of the Banks.SECTION 2.12.General Provisions as to Payments. (a) The Borrower shall make each payment of principal of, and interest on, the Loans and of fees hereunder not later than 2:00Â p.m. (New York City time) on the date when due, without offset, in federal funds or other funds immediately available in New York, New York, to the Administrative Agent at such account of the Administrative Agent as shall be specified by it for such purpose from time to time. The Administrative Agent will promptly distribute to each Bank its ratable share of each such payment received by the Administrative Agent for the account of the Banks; provided, that, should the Administrative Agent actually receive any relevant payment from the Borrower prior to 2:00Â p.m. (New York City time) on the date when due, the Administrative Agent shall initiate the distribution process (by wire or otherwise) to such Bank of each such Bankâ€™s ratable portion of any payment received by the Administrative Agent prior to 5:00Â p.m. (New York City time).(b)Whenever any payment of principal, interest, fees or other amount payable hereunder shall be due on a day which is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day.(c)All payments of principal, interest, fees and other amounts to be made by or on account of any obligation of the Borrower pursuant to this Agreement and the other Loan Documents shall be paid without deduction for, and free from, any Taxes. In the event that the Borrower is required by applicable law to make any such withholding or deduction of Taxes on any payment pursuant to this Agreement or any other Loan Document, the Borrower shall timely pay such deduction or withholding to the applicable Governmental Authority (or, if the Administrative Agent or any Bank is required to pay any amount in respect of which such deduction or withholding should have been made, promptly reimburse such payment), and shall promptly furnish to the Administrative Agent and any Bank in respect of which such deduction or withholding is made all receipts and other documents evidencing such payment and, to the extent such deduction or withholding is in respect of an Indemnified Tax, shall pay to each such Bank additional amounts as may be necessary in order that the amount received by such Bank after the required withholding or deduction (including any withholding or deduction of Indemnified Taxes imposed on such additional amounts) shall equal the amount such Bank would have received had no such withholding or deduction of Indemnified Taxes been made.30(d)The Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.(e)Any Bank that is entitled to an exemption from, or reduction of, withholding Tax with respect to payments made under this Agreement or any other Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Bank, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Bank is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in this clause (e) and in SectionÂ 2.12(f)) shall not be required if in the Bankâ€™s reasonable judgment such completion, execution or submission would subject such Bank to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Bank. Without limiting the generality of the foregoing: (A)Â each Bank that is a â€œUnited States personâ€ within the meaning of SectionÂ 7701(a)(30) of the Code shall deliver to the Borrower and the Administrative Agent on or about the date on which such Bank becomes a party to this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent) executed copies of IRS FormÂ W-9 certifying that such Bank is exempt from U.S.Â federal backup withholding Tax; and (B)Â each Foreign Bank that is entitled to an exemption from, or reduction of, any applicable withholding Tax with respect to interest payments under this Agreement or any other Loan Document agrees that it will deliver to the Administrative Agent and the Borrower (or in the case of a Participant, to the Bank from which the related participation shall have been purchased and to the Administrative Agent), on or about the date on which such Bank becomes a party to this Agreement (and from time to time thereafter upon reasonable request of the Borrower or Administrative Agent), two (2) duly completed copies of whichever of the following is applicable: (i)Â Internal Revenue Service Form W-8 ECI, or any successor form thereto, certifying that the payments received from the Borrower under the Loan Documents are effectively connected with such Foreign Bankâ€™s conduct of a trade or business in the United States; (ii)Â Internal Revenue Service Form W-8 BEN or W-8 BEN-E, as applicable, or any successor form thereto, certifying that such Foreign Bank is entitled to benefits under an income tax treaty to which the United States is a party which eliminates or reduces the rate of withholding tax on payments of interest; (iii)Â Internal Revenue Service Form W-8 BEN or W-8 BEN-E, as applicable, or any successor form prescribed by the Internal Revenue Service, together with a certificate (A)Â establishing that the payment to the Foreign Bank qualifies as â€œportfolio interestâ€ exempt from U.S. withholding Tax under Code section 871(h) or 881(c), and (B) stating that (1) the Foreign Bank is not a bank for purposes of Code section 881(c)(3)(A), or the obligation of the Borrower hereunder is not, with respect to such Foreign Bank, a loan agreement entered into in the ordinary course of its trade or business, within the meaning of that section; (2) the Foreign Bank is not a 10% shareholder of the Borrower within the meaning of Code section 871(h)(3) or 881(c)(3)(B); and (3) the Foreign 31Bank is not a controlled foreign corporation that is related to the Borrower within the meaning of Code section 881(c)(3)(C); or (iv) such other Internal Revenue Service forms as may be applicable to the Foreign Bank, including Forms W-8 IMY (including all required statements) or W-8 EXP. Each Bank agrees that if any form or certification it previously delivered under this Agreement expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.(f)If a payment made to a Bank under this Agreement or any other Loan Document would be subject to withholding Tax imposed by FATCA if such Bank were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Bank shall deliver to the Borrower and the Administrative Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower or the Administrative Agent to comply with its obligations under FATCA, to determine that such Bank has complied with such Bankâ€™s obligations under FATCA or to determine the amount to deduct and withhold from such payment. For purposes of this paragraph, FATCA shall include any amendments made to FATCA after the date of this Agreement and any regulations or official interpretations thereof.(g)Each Bank shall severally indemnify the Administrative Agent for any Taxes (but, in the case of any Indemnified Taxes, only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so) attributable to such Bank that are paid or payable by the Administrative Agent in connection with this Agreement or any other Loan Document and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. The indemnity under this SectionÂ 2.12(g) shall be paid within 10 days after the Administrative Agent delivers to the applicable Bank a certificate stating the amount of Taxes so paid or payable by the Administrative Agent. Such certificate shall be conclusive of the amount so paid or payable absent manifest error.(h)The Borrower shall indemnify each Recipient, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this SectionÂ 2.12) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Recipient (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Bank, shall be conclusive absent manifest error.32(i)In the event any Bank or other party to this Agreement receives a refund of any Taxes as to which it has been indemnified pursuant to this SectionÂ 2.12 (including by the payment of additional amounts paid pursuant to this SectionÂ 2.12), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this SectionÂ 2.12 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund) promptly upon receipt thereof; provided, however, if at any time thereafter it is required to return such refund to a Governmental Authority, the indemnifying party shall promptly repay to it the amount of such refund.(j)Further, if any Bank shall have required the Borrower to pay any Taxes or additional amounts to such Bank or any Governmental Authority for the account of such Bank pursuant to this SectionÂ 2.12, then such Bank shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder, or to assign its rights and obligations hereunder to another of its offices, branches or Affiliates, if, in the reasonable judgment of such Bank, such designation or assignment (i)Â would eliminate or reduce amounts payable pursuant to this SectionÂ 2.12 in the future, and (ii)Â would not subject such Bank to any unreimbursed cost or expense and would not otherwise be materially disadvantageous to such Bank. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Bank in connection with any such designation or assignment.(k)Without prejudice to the survival of any other agreement of the Borrower hereunder, the agreements and obligations of the Borrower and the Banks contained in SectionsÂ 2.12(c) through 2.12(j) shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Bank, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under this Agreement and the other Loan Documents.SECTION 2.13.Computation of Interest and Fees. Interest on the Loans shall be computed on the basis of a year of 365/366 days, as to Base Rate Loans when Base Rate is based on the Prime Rate, and 360 days, otherwise, in each case for the actual number of days elapsed, calculated as to each Interest Period from and including the first day thereof to but excluding the last day thereof. Facility Fees and any other accruing fees payable hereunder from time to time shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed (including the first day but excluding the last day).SECTION 2.14.[Reserved.]SECTION 2.15.Defaulting Banks. (a)Notwithstanding anything to the contrary contained in this Agreement, if any Bank becomes a Defaulting Bank, then, until such time as such Bank is no longer a Defaulting Bank, to the extent permitted by applicable law:33(i)Such Defaulting Bankâ€™s right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of Required Banks.(ii)Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Bank (whether voluntary or mandatory, at maturity, pursuant to ArticleÂ VI or otherwise) or received by the Administrative Agent from a Defaulting Bank pursuant to any right of setoff shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by such Defaulting Bank to the Administrative Agent hereunder; second, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Bank has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; third, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to satisfy such Defaulting Bankâ€™s potential future funding obligations with respect to Loans under this Agreement; fourth, to the payment of any amounts owing to the Banks as a result of any judgment of a court of competent jurisdiction obtained by any Bank against such Defaulting Bank as a result of such Defaulting Bankâ€™s breach of its obligations under this Agreement; fifth, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Bank as a result of such Defaulting Bankâ€™s breach of its obligations under this Agreement; and sixth, to such Defaulting Bank or as otherwise directed by a court of competent jurisdiction; provided that if (x)Â such payment is a payment of the principal amount of any Loans in respect of which such Defaulting Bank has not fully funded its appropriate share, and (y)Â such Loans were made at a time when the conditions set forth in SectionÂ 3.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of all Non-Defaulting Banks on a pro rata basis prior to being applied to the payment of any Loans of such Defaulting Bank until such time as all Loans are held by the Banks pro rata in accordance with the Commitments under this Agreement. Any payments, prepayments or other amounts paid or payable to a Defaulting Bank that are applied (or held) to pay amounts owed by a Defaulting Bank or to post cash collateral pursuant to this SectionÂ 2.15(a)(ii) shall be deemed paid to and redirected by such Defaulting Bank, and each Bank irrevocably consents thereto.(iii)A Defaulting Bank shall not be entitled to receive, and the Borrower shall not be required to pay, (A)Â any Facility Fee for any period during which such Bank is a Defaulting Bank except on (or on the portion of its Commitment equal to) the outstanding principal amount of the Loans of such Bank or (B) any Duration Fee payable on any date on which such Bank is a Defaulting Bank except on (or on the portion of its Commitment equal to) the aggregate outstanding principal amount of the Loans of such Bank. (b)If the Borrower and the Administrative Agent agree in writing that a Bank is no longer a Defaulting Bank, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein 34(which may include arrangements with respect to any cash collateral), such Bank will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Banks or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans to be held pro rata by the Banks in accordance with their respective Commitments, whereupon such Bank will cease to be a Defaulting Bank; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Bank was a Defaulting Bank; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Bank to Bank will constitute a waiver or release of any claim of any party hereunder arising from that Bankâ€™s having been a Defaulting Bank.SECTION 2.16.Extension of Maturity Date. The Borrower may, not more than 90 days prior to the Commitment Termination Date, by delivery of written notice to that

effect to the Administrative Agent (which shall promptly deliver a copy to each of the Banks), elect to extend the Maturity Date to May 6, 2026; provided, that any such extension of the Maturity Date shall be subject to the satisfaction, on and as of the Commitment Termination Date, of the conditions that (i) the representations and warranties of the Borrower set forth in Article IV-A shall be true and correct in all material respects as of the Commitment Termination Date (or, to the extent any representation or warranty is expressly stated to have been made as of a specific date, as of such specific date), provided that to the extent any such representation or warranty is already qualified by materiality or material adverse effect, such representation or warranty shall be true and correct in all respects, (ii)Â no Default or Event of Default shall have occurred and be continuing, (iii)Â the Administrative Agent shall have received a certificate, dated the Commitment Termination Date and executed by a principal financial officer of the Borrower, stating that the Borrower is electing to extend the Maturity Date and confirming the satisfaction of the foregoing conditions and (iv)Â the Administrative Agent shall have received the Term Out Fees as provided in SectionÂ 2.07(b). In the event the Maturity Date shall be extended pursuant to this Section 2.16, any outstanding Loans that are not repaid on the Commitment Termination Date may, (A)Â if Term SOFR Loans, be converted to Base Rate Loans or continued as Term SOFR Loans for additional Interest Periods at the ends of the Interest Periods applicable thereto, and (B) if Base Rate Loans, be converted to Term SOFR Loans for available Interest Periods at any time, in each case at the option of the Borrower upon such notice to the Administrative Agent as would have been required for a borrowing of new Loans prior to the Commitment Termination Date (and in the absence of such notice with respect to any Term SOFR Loan, such Loan shall be converted to a Base Rate Loan at the end of the Interest Period applicable thereto).ARTICLE IIICONDITIONS TO EFFECTIVENESS AND BORROWINGSSECTION 3.01.Conditions to First Borrowing. The obligation of each Bank to make Loans hereunder is subject to the satisfaction of each of the following conditions on or prior to the Closing Date:(a)the receipt by the Administrative Agent, on or prior to the Closing Date, of the following:35(i)from each of the parties hereto of a duly executed counterpart of this Agreement signed by such party (which, subject to Section 9.15(b), may include any Electronic Signatures transmitted by emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page);(ii)opinion letters of Alston & Bird LLP and of Stacy S. Ingram, Esq., Associate General Counsel and Deputy Corporate Secretary to the Borrower, each dated as of the Closing Date, addressed to the Administrative Agent and the Banks and covering such matters relating to the transactions contemplated hereby as the Administrative Agent may reasonably request;(iii)a certificate, dated as of the Closing Date, signed by a principal financial officer of the Borrower, to the effect that (A)Â no Default has occurred and is continuing on the Closing Date and (B)Â the representations and warranties of the Borrower contained in Article IV-A are true and correct on and as of the Closing Date; and(iv)all documents which the Administrative Agent may reasonably request relating to the existence of the Borrower, the corporate authority for and the validity of this Agreement, the Notes and the other Loan Documents and any other matters relevant hereto or thereto, all in form and substance reasonably satisfactory to the Administrative Agent, including, without limitation, a certificate of incumbency of the Borrower, signed by the Secretary or an Assistant Secretary of the Borrower, certifying as to the names, true signatures and incumbency of the officer or officers, respectively, of the Borrower authorized to execute and deliver the Loan Documents, and certified copies of the following items, for the Borrower: (A)Â Certificate/Articles of Incorporation, (B)Â Bylaws, (C)Â a certificate of the Secretary of State of the State of Delaware as to the good standing of the Borrower as a corporation in that state, and (D)Â the action taken by the Board of Directors authorizing the execution, delivery and performance of this Agreement, the Notes and the other Loan Documents. (b)The Administrative Agent and the Arranger shall have received all fees and other amounts due and payable on or prior to the Closing Date, including, to the extent invoiced, reimbursement or payment of all reasonable out-of-pocket expenses (including reasonable fees, charges and disbursements of counsel) required to be reimbursed or paid by the Borrower hereunder or under any other Loan Document.(c)The Banks shall have received all documentation and other information reasonably requested by the Banks or the Administrative Agent under applicable â€œknow your customerâ€ and anti-money laundering rules and regulations, including the USA Patriot Act.SECTION 3.02.Conditions to All Borrowings. The obligation of each Bank to make a Loan on the occasion of each Borrowing (including any Borrowing made on the Closing Date), other than a Borrowing which consists solely of Refunding Loans, is subject to the satisfaction of the following conditions:(a)receipt by the Administrative Agent of a Notice of Borrowing;36(b)immediately before and after giving effect to such Borrowing, no Default or Event of Default shall have occurred and be continuing;(c)the representations and warranties of the Borrower contained in ArticleÂ IV-A shall be true and correct in all material respects on and as of the date of such Borrowing (other than (i)Â any representation or warranty that relates solely to an earlier date, in which case such representation or warranty shall be true as of such earlier date, and (ii)Â after the Closing Date, the representations and warranties found in SectionsÂ 4.04(b) and 4.05), provided that to the extent any such representation or warranty is already qualified by materiality or material adverse effect, such representation or warranty shall be true and correct in all respects; and (d)immediately after such Borrowing, the aggregate outstanding principal amount of the Loans of each Bank will not exceed the amount of its Commitment. Each Borrowing (excluding any Borrowing that consists solely of Refunding Loans) hereunder shall be deemed to be a representation and warranty by the Borrower on the date thereof that the conditions precedent set forth in clauses (b), (c) and (d) above have been satisfied. ARTICLE IV-AREPRESENTATIONS AND WARRANTIES OF THE BORROWERThe Borrower represents and warrants that:SECTION 4.01.Corporate Existence and Power. The Borrower is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, is duly qualified to transact business in every jurisdiction where the failure to so qualify would reasonably be expected to have or cause a Material Adverse Effect, and has all corporate powers and all governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted, except where the failure to possess any such powers, licenses, authorizations, consents, or approvals would not reasonably be expected to have or cause a Material Adverse Effect.SECTION 4.02.Corporate and Governmental Authorization; No Contravention. The execution, delivery and performance by the Borrower of this Agreement, the Notes and the other Loan Documents (i)Â are within the Borrowerâ€™s corporate powers, (ii)Â have been duly authorized by all necessary corporate action, (iii)Â require no action by or in respect of or filing with, any governmental body, agency or official, (iv)Â do not contravene, or constitute a default under, any provision of applicable law or regulation or of the certificate of incorporation or by-laws of the Borrower or of any material agreement, judgment, injunction, order, decree or other instrument binding upon the Borrower or any of its Significant Subsidiaries, and (v)Â do not result in the creation or imposition of any Lien on any asset of the Borrower or any of its Significant Subsidiaries.SECTION 4.03.Binding Effect. This Agreement constitutes a valid and binding agreement of the Borrower enforceable in accordance with its terms, and the Notes and the other Loan Documents, when executed and delivered in accordance with this Agreement, will 37constitute valid and binding obligations of the Borrower enforceable in accordance with their respective terms; provided that the enforceability hereof and thereof is subject in each case to general principles of equity and the bankruptcy, insolvency and similar laws affecting the enforcement of creditorsâ€™ rights generally.SECTION 4.04.Financial Information. (a) The consolidated balance sheet of the Borrower and its Consolidated Subsidiaries as of January 28, 2024, and the related consolidated statements of income, stockholdersâ€™ equity and cash flows for the Fiscal Year then ended, reported on by KPMG LLP and filed on Form 10-K with the Securities and Exchange Commission, fairly present, in conformity with GAAP, the consolidated financial position of the Borrower and its Consolidated Subsidiaries as of such date and their consolidated results of operations and cash flows for such Fiscal Year. (b)Since January 28, 2024, there has been no event, act, condition or occurrence having a Material Adverse Effect.SECTION 4.05.No Litigation. There is no action, suit or proceeding pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower or any of its Subsidiaries before any court or arbitrator or any governmental body, agency or official which would reasonably be expected to have or cause a Material Adverse Effect.SECTION 4.06.Investment Company Act. Neither the Borrower nor any of its Subsidiaries is an â€œinvestment companyâ€ within the meaning of the Investment Company Act of 1940, as amended.SECTION 4.07.Ownership of Property; Liens. Each of the Borrower and its Significant Subsidiaries has title to its properties sufficient for the conduct of its business, and none of such properties is subject to any Lien except as permitted in SectionÂ 5.03.SECTION 4.08.No Default. Neither the Borrower nor any of its Consolidated Subsidiaries is in default under or with respect to any agreement, instrument or undertaking to which it is a party or by which it or any of its property is bound which could reasonably be expected to have or cause a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.SECTION 4.09.Full Disclosure. All written information heretofore furnished by the Borrower to the Administrative Agent or any Bank for purposes of or in connection with this Agreement or any transaction contemplated hereby is, and all such information hereafter furnished by the Borrower to the Administrative Agent or any Bank will be, true and correct in all material respects or based on what the Borrower in good faith believes to be reasonable estimates on the date as of which such information is stated or certified.SECTION 4.10.Margin Stock. Neither the Borrower nor any of its Subsidiaries is engaged principally or as one of its important activities, in the business of purchasing or carrying any Margin Stock, and no part of the proceeds of any Loan will be used for any purpose, including, without limitation, to purchase or carry any Margin Stock or to extend credit to others 38for the purpose of purchasing or carrying any Margin Stock, which violates, or which is inconsistent with, the provisions of Regulation U.SECTION 4.11.Anti-Corruption Laws and Sanctions. The Borrower maintains and will maintain in effect policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Borrower and, to the knowledge of the Borrower, its Subsidiaries and their respective directors, officers, employees and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. To the knowledge of the Borrower, neither this credit facility nor any Loans made hereunder will, whether directly or, to the knowledge of the Borrower, indirectly, be used by or for the benefit of a Sanctioned Person or will result in a violation by any party hereto of Anti-Corruption Laws or applicable Sanctions.SECTION 4.12.Affected Financial Institutions. The Borrower is not an Affected Financial Institution.ARTICLE IV-BREPRESENTATIONS AND WARRANTIES OF THE BANKS AND THE ADMINISTRATIVE AGENTThe Administrative Agent and each Bank severally represents and warrants on behalf of itself, but not on behalf of any other Person, that:SECTION 4.13.Administrative Agent and Bank Corporate Existence and Power. (a) It is a banking association, corporation or other legal entity, as applicable, duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has all corporate or other organizational powers and all material governmental licenses, authorizations and approvals required to perform its obligations hereunder.(b)In the case of a Bank, it is a commercial lender or financial institution which makes Loans in the ordinary course of its business and it will make its Loans hereunder for its own account in the ordinary course of such business; provided, however that, subject to SectionÂ 9.07, the disposition of the Loans of that Bank shall at all times be within its exclusive control.SECTION 4.14.Administrative Agent and Bank Binding Effect. This Agreement constitutes a valid and binding agreement of it enforceable against it in accordance with its terms, provided that the enforceability hereof is subject in each case to general principles of equity and to bankruptcy, insolvency and similar laws affecting the enforcement of creditorsâ€™ rights generally.SECTION 4.15.Compliance with ERISA. (a) In the case of a Bank, such Bank (x)Â represents and warrants, as of the date such Person became a Bank party hereto, to, and (y)Â covenants, from the date such Person became a Bank party hereto to the date such Person ceases being a Bank party hereto, for the benefit of, the Administrative Agent, and not, for the avoidance of doubt, to or for the benefit of the Borrower, that at least one of the following is and will be true:39(i)such Bank is not using â€œplan assetsâ€ (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Bankâ€™s entrance into, participation in, administration of and performance of the Loans, the Commitments or this Agreement; (ii)the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Bankâ€™s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement; (iii)(A) such Bank is an investment fund managed by a â€œQualified Professional Asset Managerâ€ (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Bank to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Bank, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Bankâ€™s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement; or(iv)such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Bank.(b)In addition, unless either (1)Â sub-clauseÂ (i) in the immediately preceding clauseÂ (a) is true with respect to a Bank or (2)Â a Bank has provided another representation, warranty and covenant in accordance with sub-clauseÂ (iv) in the immediately preceding clauseÂ (a), such Bank further (x)Â represents and warrants, as of the date such Person became a Bank party hereto, to, and (y)Â covenants, from the date such Person became a Bank party hereto to the date such Person ceases being a Bank party hereto, for the benefit of, the Administrative Agent, and not, for the avoidance of doubt, to or for the benefit of the Borrower, that the Administrative Agent is not a fiduciary with respect to the assets of such Bank involved in such Bankâ€™s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any other Loan Document or any documents related hereto or thereto).40ARTICLE VCOVENANTSThe Borrower agrees that, so long as any Bank has any Commitment hereunder or any amount payable hereunder or under any Note remains unpaid:SECTION 5.01.Information. The Borrower will deliver to the Administrative Agent for distribution to each Bank:(a)as soon as available and in any event within 90 days after the end of each Fiscal Year, a consolidated balance sheet of the Borrower and its Consolidated Subsidiaries as of the end of such Fiscal Year and the related consolidated statements of income, stockholdersâ€™ equity and cash flows for such Fiscal Year, setting forth in each case in comparative form the figures for the previous fiscal year, all audited and reported on by KPMG LLP or other independent registered public accounting firm of nationally recognized standing, with such audit report to be free of any exceptions and qualifications as to â€œgoing concernâ€ (other than with respect to, or expressly resulting solely from, (x) any potential inability to satisfy any financial covenant that may be included in any agreement to which the Borrower or its Subsidiaries are a party on a future date or in a future period or (y) an upcoming maturity date under any Debt); (b)as soon as available and in any event within 45 days after the end of each of the first three (3) Fiscal Quarters of each Fiscal Year, a consolidated balance sheet of the Borrower and its Consolidated Subsidiaries as of the end of such Fiscal Quarter and the related statement of income and statement of cash flows for such Fiscal Quarter and for the portion of the Fiscal Year ended at the end of such Fiscal Quarter, setting forth in each case in comparative form the figures for the corresponding Fiscal Quarter (or Fiscal Year in the case of balance sheets) and the corresponding portion of the previous Fiscal Year, all certified (subject to the absence of footnotes and to normal year-end audit adjustments) as to fairness of presentation in accordance with GAAP by the chief financial officer or the chief accounting officer of the Borrower;(c)simultaneously with the delivery of each set of financial statements referred to in clauseÂ (a) or (b) above, a certificate, substantially in the form of ExhibitÂ C (a â€œCompliance Certificateâ€), of the chief financial officer, the treasurer or the chief accounting officer of the Borrower stating whether any Default exists on the date of such certificate and, if any Default then exists, setting forth the details thereof and the action which the Borrower is taking or proposes to take with respect thereto;(d)promptly after any of the chief executive, chief financial, chief operating, chief legal or chief accounting officer or the treasurer of the Borrower becomes aware of the occurrence of any Default, a certificate of the chief financial officer or the chief accounting officer of the Borrower setting forth the details thereof and the action which the Borrower is taking or proposes to take with respect thereto;(e)promptly upon the public filing thereof, copies of all registration statements (other than the exhibits thereto and any registration statements on Form S-8 or its equivalent) and annual, quarterly or monthly reports which the Borrower shall have filed with the Securities and Exchange Commission;41(f)if and when the Borrower or any member of the Controlled Group (i) gives or is required to give notice to the PBGC of any â€œreportable eventâ€ (as defined in Section 4043 of ERISA) with respect to any Plan which might constitute grounds for a termination of such Plan under Title IV of ERISA, or knows that the plan administrator of any Plan has given or is required to give notice of any such reportable event, a copy of the notice of such reportable event given or required to be given to the PBGC; (ii) receives notice of complete or partial withdrawal liability under Title IV of ERISA, a copy of such notice; or (iii) receives notice from the PBGC under Title IV of ERISA of an intent to terminate or appoint a trustee to administer any Plan, a copy of such notice, in each case of clausesÂ (i) through (iii), where such event or occurrence (or the circumstances that are the subject of any such notice), either individually or in the aggregate with all other such events or occurrences (or the circumstances that are the subject of any such notice) described in this clauseÂ (f), would be reasonably likely to give rise to a Material Adverse Effect; and(g)as applicable, from time to time such additional information regarding the financial position or business of the Borrower and its Subsidiaries, or such other information concerning the Borrower and its Subsidiaries as may be required under any applicable â€œknow your customerâ€ laws, in each case, as the Administrative Agent, at the request of any Bank, may reasonably request; provided, however, that in any event the Borrower shall not be obligated to deliver any such information to the extent delivery thereof could compromise any

attorney-client privilege or that would cause undue expense or burden for the Borrower to obtain or prepare.Information required to be delivered to the Administrative Agent pursuant to this SectionÂ 5.01 shall be deemed to have been delivered to the Administrative Agent, and by the Administrative Agent to the Banks, if such information shall have been posted on the Platform or shall be publicly available on the website of the Securities and Exchange Commission at http://www.sec.gov (or any replacement, successor or substitute therefor). Information required to be delivered pursuant to this SectionÂ 5.01 may also be delivered by electronic communications pursuant to procedures approved by the Administrative Agent.SECTION 5.02.Inspection of Property. The Borrower will permit, and cause each Subsidiary to permit, representatives of the Administrative Agent at the Banksâ€™ expense and limited to once per year prior to the occurrence of an Event of Default and at the Borrowerâ€™s expense after the occurrence of an Event of Default to visit and inspect any of their respective properties, to examine and make abstracts from any of their respective books and records relevant in the reasonable judgment of the Administrative Agent to an assessment of the Borrowerâ€™s creditworthiness, and to discuss their respective affairs, finances and accounts with their respective officers, employees and independent public accountants; provided that the Borrower shall be given the opportunity to participate in any discussions with the Borrowerâ€™s independent public accountants; and provided, further, that if in the Borrowerâ€™s judgment the disclosure of any requested information would compromise any attorney-client privilege, privilege afforded to attorney work product or similar privilege, the Borrower shall make available redacted versions of requested documents or, if unable to do so consistent with the preservation of such privilege, shall endeavor in good faith otherwise to disclose information responsive to the Administrative Agentâ€™s requests in a manner that will protect such privilege. 42The Borrower agrees to cooperate and assist in such visits and inspections, in each case at such reasonable times as may reasonably be requested.SECTION 5.03.Negative Pledge. Neither the Borrower nor any Consolidated Subsidiary will create, assume or suffer to exist any Lien on any asset now owned or hereafter acquired by it, except:(a)Liens existing on the date of this Agreement securing Debt outstanding on the date of this Agreement;(b)any Lien existing on any asset of any Person at the time such Person becomes a Consolidated Subsidiary and not created in contemplation thereof;(c)any Lien on any asset securing Debt incurred or assumed for the purpose of financing all or any part of the cost of acquiring or constructing such asset (or effecting any repairs, improvements or additions to such asset); provided that such Lien attaches to such asset concurrently with or within 18 months after the acquisition or completion of construction, repair or improvement thereof;(d)any Lien on any asset of any Person existing at the time such Person is merged or consolidated with or into, or otherwise acquired by, the Borrower or a Consolidated Subsidiary and not created in contemplation of such event;(e)any Lien existing on any asset prior to the acquisition thereof by the Borrower or a Consolidated Subsidiary and not created in contemplation of such acquisition;(f)Liens securing Debt owing by any Subsidiary to the Borrower or another Subsidiary;(g)any Lien arising out of the refinancing, extension, renewal or refunding of any Debt secured by any Lien permitted by any of the foregoing paragraphs of this Section; provided that (i)Â such Debt is not secured by any additional assets, and (ii)Â the amount of such Debt secured by any such Lien is not increased (other than by the amount of accrued interest, fees and transactions costs); (h)Liens incidental to the conduct of its business or the ownership of its assets which (i)Â do not secure Debt and (ii)Â do not, in the aggregate, materially detract from the value of the assets of the Borrower and its Subsidiaries, taken as a whole, or materially adversely impair the business operations of the Borrower and its Subsidiaries, taken as a whole;(i)any Lien on Margin Stock; (j)Liens arising from any synthetic lease transaction pursuant to which the Borrower or any of its Subsidiaries is a lessee;43(k)Liens securing the obligations and liabilities of the Borrower hereunder; (l)any Liens on fixed or capital assets securing capital lease obligations of the Borrower or any Subsidiary; provided that such Liens shall only apply to the assets subject to such capital leases (and the proceeds and products thereof); and (m)Liens not otherwise permitted by the foregoing paragraphs of this Section securing Debt or other obligations in an aggregate amount at any time outstanding not to exceed 12.5% of Consolidated Net Tangible Assets;provided, however, that all Liens permitted by the foregoing clausesÂ (a) throughÂ (i) and clause Â (m) shall at no time secure Debt in an aggregate amount greater than 15% of Consolidated Net Tangible Assets.SECTION 5.04.Maintenance of Existence. The Borrower shall maintain its corporate existence, except as permitted by SectionÂ 5.05. The Borrower shall carry on its businesses (directly or through its Subsidiaries) in all material respects in substantially the same manner and in substantially the same fields as such businesses are now carried on (or other fields reasonably related thereto or that are reasonable extensions thereof).SECTION 5.05.Consolidations, Mergers and Sales of Assets. The Borrower will not consolidate with or merge into any other Person, or sell, lease or otherwise transfer (or permit its Subsidiaries to sell, lease or otherwise transfer) assets constituting all or substantially all the assets of the Borrower and its Subsidiaries to any other Person; provided that the Borrower may consolidate or merge with another Person if (a)Â such Person is solvent and organized under the laws of the United States of America or one of its states, (b)Â the Borrower is the corporation surviving such merger or consolidation and (c)Â immediately after giving effect to such merger or consolidation, no Event of Default shall have occurred and be continuing.SECTION 5.06.Use of Proceeds.(a)The Borrower will use the proceeds of the Loans for working capital and other general corporate purposes of the Borrower and its Subsidiaries. No portion of the proceeds of the Loans will be used by the Borrower or any Subsidiary for any purpose which would result in the violation of RegulationÂ U.(b)No part of the proceeds of any Loan will knowingly be used by the Borrower or any Subsidiary, whether directly or indirectly, (i)Â in furtherance of an offer, payment, promise to pay, authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (ii)Â for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person or in any Sanctioned Country in violation of Sanctions or (iii)Â in any manner that would result in the violation by the Borrower or any Subsidiary of any applicable Sanctions.SECTION 5.07.Compliance with Laws; Payment of Taxes. The Borrower will, and will cause each of its Subsidiaries and each member of the Controlled Group to, comply with applicable laws (including but not limited to ERISA), regulations and similar requirements of 44governmental authorities (including but not limited to PBGC), except where the necessity of such compliance is being contested in good faith through appropriate proceedings or where the failure to so comply would not reasonably be expected to have or cause a Material Adverse Effect. The Borrower will, and will cause each of its Subsidiaries to, pay promptly when due all Taxes, assessments, governmental charges, claims for labor, supplies, rent and other obligations which, if unpaid, would become a lien against the property of the Borrower or any of their Subsidiaries, except (i)Â liabilities being contested in good faith and against which, if requested by the Administrative Agent, the Borrower will set up reserves in accordance with GAAP or (ii)Â where the failure so to pay would not reasonably be expected to have or cause a Material Adverse Effect. The Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.ARTICLE VIDEFAULTSSECTION 6.01.Events of Default. If one or more of the following events (â€œEvents of Defaultâ€) shall have occurred and be continuing:(a)the Borrower shall fail to pay when due any principal of any Loan or shall fail to pay any interest on any Loan within fiveÂ (5) Business Days after such interest shall become due, or shall fail to pay any fee or other amount payable hereunder within fiveÂ (5) Business Days after such fee or other amount becomes due; (b)the Borrower shall fail to observe or perform any covenant contained in SectionsÂ 5.03 to 5.06, inclusive; (c)the Borrower shall fail to observe or perform any covenant or agreement contained or incorporated by reference in this Agreement (other than those covered by clauseÂ (a) or (b) above) and such failure shall not have been cured within 30 days after the earlier to occur of (i)Â written notice thereof being given to the Borrower by the Administrative Agent at the request of any Bank or (ii)Â any of the chief executive, chief financial, chief operating, chief legal or chief accounting officer of the Borrower otherwise becoming aware of any such failure; (d)any representation, warranty, certification or statement made by the Borrower in ArticleÂ IV-A of this Agreement or in any certificate, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect or misleading in any material respect when made (or deemed made); (e)the Borrower or any Significant Subsidiary shall fail to make any payment in respect of Debt (exclusive of Debt owing between and among the Borrower and its Subsidiaries) outstanding in an aggregate amount in excess of $300,000,000 (other than Debt hereunder) when due or within any applicable grace period; 45(f)any event or condition shall occur which results in the acceleration of the maturity of Debt for money borrowed outstanding in an aggregate amount in excess of $300,000,000 of the Borrower or any Significant Subsidiary (including, without limitation, pursuant to any required mandatory prepayment or â€œputâ€ of such Debt to the Borrower or any Significant Subsidiary by reason of the breach by the Borrower or a Significant Subsidiary of a term or provision contained in the agreement or instrument evidencing such Debt);(g)the Borrower or any Significant Subsidiary shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing; (h)an involuntary case or other proceeding shall be commenced against the Borrower or any Significant Subsidiary seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 90 days; or an order for relief shall be entered against the Borrower or any Significant Subsidiary under the federal bankruptcy laws as now or hereafter in effect; (i)one or more judgments or orders for the payment of money in an aggregate amount in excess of $300,000,000 (excluding any amount covered by third party insurance or indemnification from a creditworthy third party as to which claims have been filed and the insurer or indemnitor has not denied coverage) shall be rendered against the Borrower or any Significant Subsidiary and such judgment or order shall continue unsatisfied, unbonded and unstayed for a period of 75 days; or(j)the Borrower or any member of the Controlled Group shall fail to pay when due any material amount which it shall have become liable to pay to the PBGC or to a Plan under Title IV of ERISA; or notice of intent to terminate a Plan or Plans shall be filed under Title IV of ERISA by the Borrower, any member of the Controlled Group, any plan administrator or any combination of the foregoing; or the PBGC shall institute proceedings under Title IV of ERISA to terminate or to cause a trustee to be appointed to administer any such Plan or Plans or a proceeding shall be instituted by a fiduciary of any such Plan or Plans to enforce Section 515 or 4219(c)(5) of ERISA and such proceeding shall not have been dismissed within 75Â days thereafter; or a condition shall exist by reason of which the PBGC would be entitled to obtain a decree adjudicating that any such Plan or Plans must be terminated; or a lien of the PBGC shall be filed against the Borrower or any Subsidiary under Section 4068 of ERISA and such liens shall remain undischarged for a period of 75Â days after the date of filing; and in each such case such event or circumstance, individually or in the aggregate with all other such events or circumstances described in this clauseÂ (j), would be reasonably likely to result in a Material Adverse Effect;46then, and in every such event, the Administrative Agent shall (i)Â if requested by the Required Banks, by notice to the Borrower terminate the Commitments and they shall thereupon terminate, and (ii)Â if requested by the Required Banks, by notice to the Borrower, declare the Loans and the Notes (together with accrued interest thereon) to be, and the Loans and the Notes and all outstanding principal amounts hereunder and thereunder shall thereupon become, immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower, together with interest at the Default Rate accruing on the principal amount thereof from and after the date of such Event of Default and all other amounts due hereunder; provided that if any Event of Default specified in clauseÂ (g) or (h) above occurs with respect to the Borrower, without any notice to the Borrower or any other act by the Administrative Agent or the Banks, the Commitments shall thereupon terminate and the Loans and the Notes and all outstanding principal amounts hereunder and thereunder (together with accrued interest thereon) shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower, together with interest thereon at the Default Rate accruing on the principal amount thereof from and after the date of such Event of Default and all other amounts due hereunder. Notwithstanding the foregoing, the Administrative Agent shall have available to it all other remedies at law or equity, and shall exercise any one or all of them at the request of the Required Banks.SECTION 6.02.Notice of Default. The Administrative Agent shall give notice to the Borrower of any Default under SectionÂ 6.01(c), promptly upon being requested to do so by any Bank and shall thereupon notify all the Banks thereof.ARTICLE VIITHE ADMINISTRATIVE AGENTSECTION 7.01.Appointment, Powers and Immunities. Each Bank hereby irrevocably appoints and authorizes the Administrative Agent to act as the Administrative Agent hereunder and under the other Loan Documents with such powers as are specifically delegated to the Administrative Agent by the terms hereof and thereof, together with such other powers as are reasonably incidental thereto. The Administrative Agent: (a)Â shall have no duties or responsibilities except as expressly set forth in this Agreement and the other Loan Documents, and shall not by reason of this Agreement or any other Loan Document be a trustee for any Bank or be subject to any fiduciary or other implied duties to any Bank, regardless of whether a Default has occurred and is continuing (and it is understood and agreed that the use of the term â€œagentâ€ herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law, and that such term is used as a matter of market custom and is intended to create or reflect only an administrative relationship between contracting parties); (b)Â shall not be responsible to the Banks for any recitals, statements, representations or warranties contained in this Agreement or any other Loan Document, or in any certificate or other document referred to or provided for in, or received by any Bank under, this Agreement or any other Loan Document, or for the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or any other document referred to or provided for herein or therein or for any failure by the Borrower to perform any of its obligations hereunder or thereunder; (c)Â shall not be required to initiate or 47conduct any litigation or collection proceedings hereunder or under any other Loan Document except to the extent requested by the Required Banks, and then only on terms and conditions satisfactory to the Administrative Agent; (d)Â shall not have any duty to take any discretionary action or to exercise any discretionary power, except discretionary rights and powers expressly contemplated by the Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Banks (or such other number or percentage of the Banks as shall be necessary, or as the Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in the Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion, could expose the Administrative Agent to liability or be contrary to any Loan Document or applicable law; and (e)Â shall not be responsible to any Bank for any action taken or omitted to be taken by it hereunder or under any other Loan Document or any other document or instrument referred to or provided for herein or therein or in connection herewith or therewith, except for its own gross negligence or willful misconduct, as determined by a court of competent jurisdiction by a final and nonappealable judgment. The motivations of the Administrative Agent are commercial in nature and not to invest in the general performance or operations of the Borrower. The Administrative Agent may employ agents and attorneys-in-fact and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it with reasonable care.The provisions of this Article VII are solely for the benefit of the Administrative Agent and the Banks, and, except for its consent rights under SectionÂ 7.09, the Borrower shall not have any rights as a third party beneficiary of any of the provisions of this Article VII. In performing its functions and duties under this Agreement and under the other Loan Documents, the Administrative Agent shall act solely as administrative agent of the Banks and does not assume and shall not be deemed to have assumed any obligation towards or relationship of agency or trust with or for the Borrower.SECTION 7.02.Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon any certification, notice or other communication (including any thereof by telephone or email) believed by it to be genuine and correct and to have been signed or sent by or on behalf of the proper Person or Persons, and upon advice and statements of legal counsel, independent accountants or other experts selected by the Administrative Agent. As to any matters not expressly provided for by this Agreement or any other Loan Document, the Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, hereunder and thereunder in accordance with instructions signed by the Required Banks or such other number of Banks as is expressly required (or as the Administrative Agent shall in good faith believe to be required) hereby or thereby, and such instructions of the Required Banks or other Banks in any action taken or failure to act pursuant thereto shall be binding on all of the Banks.SECTION 7.03.Defaults. The Administrative Agent shall not be deemed to have knowledge of the occurrence of a Default or an Event of Default unless the Administrative Agent has received notice from a Bank or the Borrower specifying such Default or Event of Default and stating that such notice is a â€œNotice of Defaultâ€. In the event that the Administrative Agent receives such a notice of the occurrence of a Default or an Event of Default, the Administrative Agent shall give prompt notice thereof to the Banks. The Administrative Agent shall (subject to 48SectionÂ 9.06) take such action hereunder with respect to such Default or Event of Default as shall be directed by the Required Banks; provided that the Administrative Agent shall not be required to take any action that, in its opinion, could expose the Administrative Agent to liability or be contrary to any Loan Document or applicable law; provided further that, unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Banks.SECTION 7.04.Rights of Administrative Agent as a Bank. With respect to the Loans made by it, JPMorgan in its capacity as a

Bank hereunder shall have the same rights and powers hereunder as any other Bank and may exercise the same as though it were not acting as the Administrative Agent, and the term â€œBankâ€ or â€œBanksâ€ shall, unless the context otherwise indicates, include JPMorgan in its individual capacity. The Administrative Agent may (without having to account therefor to any Bank) accept deposits from, lend money to, act as the financial advisor for and generally engage in any kind of banking, trust or other business with the Borrower (and any of its Affiliates) as if it were not acting as the Administrative Agent, and the Administrative Agent may accept fees and other consideration from the Borrower (in addition to any agency fees and arrangement fees heretofore agreed to between the Borrower and the Administrative Agent) for services in connection with this Agreement or any other Loan Document or otherwise without having to account for the same to the Banks.SECTION 7.05.Indemnification. Each Bank severally agrees to indemnify the Administrative Agent, to the extent the Administrative Agent shall not have been reimbursed by the Borrower, for such Bankâ€™s pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including, without limitation, counsel fees and disbursements) or disbursements of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Administrative Agent in any way relating to or arising out of this Agreement or any other Loan Document or any other documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby (excluding legal fees, to the extent excluded from the indemnification provisions of SectionÂ 9.04 pursuant to SectionÂ 9.04(b)(v), and, unless an Event of Default has occurred and is continuing, the normal administrative costs and expenses incident to the performance of its agency duties hereunder) or the enforcement of any of the terms hereof or thereof or any such other documents; provided, however, that no Bank shall be liable for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of the Administrative Agent, as determined by a court of competent jurisdiction by a final and nonappealable judgment. If any indemnity furnished to the Administrative Agent for any purpose shall, in the opinion of the Administrative Agent, be insufficient or become impaired, the Administrative Agent may call for additional indemnity and cease, or not commence, to do the acts indemnified against until such additional indemnity is furnished. For purposes hereof, a Bankâ€™s â€œpro rata shareâ€ shall be determined based upon its share of the sum of the total Loans and the unused Commitments at the time. SECTION 7.06.CONSEQUENTIAL DAMAGES. THE ADMINISTRATIVE AGENT SHALL NOT BE RESPONSIBLE OR LIABLE TO ANY BANK, THE BORROWER OR ANY OTHER PERSON FOR ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL 49DAMAGES WHICH MAY BE ALLEGED AS A RESULT OF THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. WITHOUT LIMITING OR OTHERWISE IMPAIRING THE BORROWERâ€™S INDEMNIFICATION OBLIGATIONS FOR THIRD-PARTY CLAIMS UNDER SECTIONÂ 9.04, THE BORROWER SHALL NOT BE RESPONSIBLE OR LIABLE TO THE ADMINISTRATIVE AGENT, ANY BANK OR ANY OTHER PERSON FOR ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHICH MAY BE ALLEGED AS A RESULT OF THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.SECTION 7.07.Nonreliance on Administrative Agent and Other Banks. Each Bank acknowledges and agrees that (a) the Loan Documents set forth the terms of a commercial lending facility, (b) in participating as a Bank, it is engaged in making, acquiring or holding commercial loans and in providing other facilities set forth herein as may be applicable, to such Bank, in each case in the ordinary course of business, and not for the purpose of investing in the general performance or operations of the Borrower, or for the purpose of purchasing, acquiring or holding any other type of financial instrument such as a security (and each Bank agrees not to assert a claim in contravention of the foregoing, such as a claim under the federal or state securities laws), (c) it has, independently and without reliance on the Administrative Agent, the Arranger, any other Bank or their respective Related Parties, and based on such documents and information as it has deemed appropriate, made its own credit analysis of the Borrower and decision to enter into this Agreement and that it will, independently and without reliance upon the Administrative Agent, the Arranger, any other Bank or their respective Related Parties, and based on such documents and information as it shall deem appropriate at the time, continue to make its own analysis and decisions in taking or not taking action under this Agreement or any of the other Loan Documents and (d) it is sophisticated with respect to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable to such Bank, and either it, or the Person exercising discretion in making its decision to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Bank, the Administrative Agent may presume that such condition is satisfactory to such Bank unless the Administrative Agent shall have received notice to the contrary from such Bank prior to the making of such Loan. The Administrative Agent shall not be required to keep itself informed as to the performance or observance by the Borrower of this Agreement or any of the other Loan Documents or any other document referred to or provided for herein or therein or to inspect the properties or books of the Borrower or any other Person. Except for notices, reports and other documents and information expressly required to be furnished to the Banks by the Administrative Agent hereunder or under the other Loan Documents, the Administrative Agent shall not have any duty or responsibility to provide any Bank with any credit or other information concerning the affairs, financial condition or business of the Borrower or any other Person (or any of their Affiliates) which may come into the possession of the Administrative Agent or any of its Affiliates in any capacity.SECTION 7.08.Failure to Act. Except for action expressly required of the Administrative Agent hereunder or under the other Loan Documents, the Administrative Agent shall in all cases be fully justified in failing or refusing to act hereunder and thereunder unless it 50shall receive further assurances to its satisfaction by the Banks of their indemnification obligations under Section 7.05 against any and all liability and expense which may be incurred by the Administrative Agent by reason of taking, continuing to take, or failing to take any such action.SECTION 7.09.Resignation or Removal of Administrative Agent. Subject to the appointment and acceptance of a successor Administrative Agent as provided below, the Administrative Agent may resign at any time by giving notice thereof to the Banks and the Borrower and the Administrative Agent may be removed at any time by the Required Banks if the Person serving as Administrative Agent is a Defaulting Bank pursuant to clauseÂ (d) of the definition thereof. Upon any such resignation or removal, the Required Banks shall have the right to appoint a successor Administrative Agent; provided, that, so long as no Event of Default shall have occurred and then be continuing, the Borrower shall have the right to consent to any successor Administrative Agent (which consent (x)Â in the case of any Bank being appointed successor Administrative Agent, shall not be unreasonably withheld, and (y)Â in the case of the appointment of any other Person as successor Administrative Agent, may be withheld in the discretion of the Borrower). If no successor Administrative Agent shall have been so appointed by the Required Banks and shall have accepted such appointment within 30Â days after the retiring Administrative Agentâ€™s notice of resignation or the Required Banksâ€™ removal of the retiring Administrative Agent, then the retiring or removed Administrative Agent may, on behalf of the Banks, appoint a successor Administrative Agent. Any successor Administrative Agent shall be a bank which has a combined capital and surplus of at least $1,000,000,000. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Administrative Agent, and the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder. After any retiring or removed Administrative Agentâ€™s resignation or removal hereunder as Administrative Agent, the provisions of this Article VII and SectionsÂ 9.03 and 9.04 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as the Administrative Agent hereunder.SECTION 7.10.Certain Named Parties. Notwithstanding anything herein to the contrary, no Person named on the cover page of this Agreement as the Sole Lead Arranger and Sole Bookrunner or a Syndication Agent shall, in its capacity as such, have any duties or obligations under this Agreement or any other Loan Document.SECTION 7.11.Acknowledgements of Banks. (a) Each Bank hereby agrees that (i)Â if the Administrative Agent notifies such Bank that the Administrative Agent has determinedÂ in its sole discretion that any funds received by such Bank from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a â€œPaymentâ€) were erroneously transmitted to such Bank (whether or not known to such Bank), and demands the return of such Payment (or a portion thereof), such Bank shall promptly, but in no event later than one Business Day thereafter (or such later date as the Administrative Agent may, in its sole discretion, specify in writing), return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from 51and including the date such Payment (or portion thereof) was received by such Bank to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect, and (ii)Â to the extent permitted by applicable law, such Bank shall not assert, and hereby waives, as to the Administrative Agent, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Payments received, including without limitation any defense based on â€œdischarge for valueâ€ or any similar doctrine. A notice of the Administrative Agent to any Bank under this SectionÂ 7.11(a) shall be conclusive, absent manifest error.(b)Each Bank hereby further agrees that if it receives a Payment from the Administrative Agent or any of its Affiliates (i)Â that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Payment (a â€œPayment Noticeâ€) or (ii)Â that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Bank agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Bank shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one Business Day thereafter (or such a later date as the Administrative Agent may, in its sole discretion, specify in writing), return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from and including the date such Payment (or portion thereof) was received by such Bank to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.(c)The Borrower hereby agree that (x)Â in the event an erroneous Payment (or portion thereof) is not recovered from any Bank that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Bank with respect to such amount and (y)Â an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any obligations owed by the Borrower under the Loan Documents, except to the extent such erroneous Payment is, and solely with respect to the amount of such erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrower for the purpose of satisfying the obligations of the Borrower under the Loan Documents; provided that this Section 7.11(c) shall not be interpreted to increase (or accelerate the due date for), or have the effect of increasing (or accelerating the due date for), any obligations of the Borrower under the Loan Documents relative to the amount (and/or timing for payment) of such obligations that would have been payable had such erroneous Payment not been made by the Administrative Agent.(d)Each partyâ€™s obligations under this SectionÂ 7.11 shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Bank, the termination of the Commitments or the repayment, satisfaction or discharge of all obligations under any Loan Document.52ARTICLE VIIICHANGE IN CIRCUMSTANCES; COMPENSATIONSECTION 8.01.Basis for Determining Interest Rate Inadequate or Unfair. (a) Subject to clauseÂ (b) of this Section, if:(i)the Administrative Agent reasonably and in good faith determines (which determination shall be conclusive absent manifest error) (A)Â prior to the commencement of any Interest Period for a Term SOFR Borrowing, that adequate and reasonable means do not exist for ascertaining the Adjusted Term SOFR (including, without limitation, because the Term SOFR Reference Rate is not available or published on a current basis) for such Interest Period or (B)Â at any time, that adequate and reasonable means do not exist for ascertaining the Adjusted Daily Simple SOFR; or(ii)the Required Banks advise the Administrative Agent (A)Â prior to the commencement of any Interest Period for a Term SOFR Borrowing, that the Adjusted Term SOFR for such Interest Period will not adequately and fairly reflect the cost to such Banks of funding or maintaining their Loans included in such Borrowing for such Interest Period or (B)Â at any time, that the Adjusted Daily Simple SOFR will not adequately and fairly reflect the cost to such Banks of funding or maintaining Daily Simple SOFR Loans;the Administrative Agent shall forthwith give notice thereof to the Borrower and the Banks, whereupon, until (x) the Administrative Agent notifies the Borrower that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers a new request for conversion in accordance herewith, any request for the borrowing of, conversion to or continuation of a Term SOFR Borrowing shall instead be deemed to be a request for the borrowing of or conversion to (A) a Daily Simple SOFR Borrowing so long as the Adjusted Daily Simple SOFR is not also the subject of Section 8.01(a)(i) or 8.01(a)(ii) or (B) a Base Rate Borrowing if the Adjusted Daily Simple SOFR also is the subject of Section 8.01(a)(i) or 8.01(a)(ii) above.Â Furthermore, if any Term SOFR Loan or Daily Simple SOFR Loan is outstanding on the date of the Borrowerâ€™s receipt of the notice from the Administrative Agent referred to in this Section 8.01(a) with respect to a Relevant Rate applicable to such Term SOFR Loan or Daily Simple SOFR Loan, then until (x) the Administrative Agent notifies the Borrower that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers a new request for a borrowing or conversion in accordance herewith, (1) any Term SOFR Loan shall on the last day of the Interest Period applicable to such Loan convert to, and shall constitute, (x) a Daily Simple SOFR Loan so long as the Adjusted Daily Simple SOFR is not also the subject of Section 8.01(a)(i) or 8.01(a)(ii) or (y) a Base Rate Loan if the Adjusted Daily Simple SOFR also is the subject of Section 8.01(a)(i) or 8.01(a)(ii) and (2) any Daily Simple SOFR Loan shall, on such date, convert to, and shall constitute, a Base Rate Loan.(b)(i)Â Â Â Â Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then such Benchmark Replacement will replace such Benchmark for all purposes hereunder and 53under any other Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Banks without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Banks comprising the Required Banks.(ii)Notwithstanding anything to the contrary herein or in any other Loan Document, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.(iii)The Administrative Agent will promptly notify the Borrower and the Banks of (A) any occurrence of a Benchmark Transition Event, (B) the implementation of any Benchmark Replacement, (C) the effectiveness of any Benchmark Replacement Conforming Changes, (D) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (iv) below and (E) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Bank (or group of Banks) pursuant to this Section 8.01, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 8.01.(iv)Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate (including the Term SOFR) and either (x) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (y) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of â€œInterest Periodâ€ for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (B) if a tenor that was removed pursuant to clause (A) above either (x) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (y) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of â€œInterest Periodâ€ for all Benchmark settings at or after such time to reinstate such previously removed tenor.54(v)Upon the Borrowerâ€™s receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a borrowing of, conversion to or continuation of any Term SOFR Borrowing to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any request for a borrowing of, or conversion to, any Term SOFR Borrowing into a request for a borrowing of or conversion to (A) a Daily Simple SOFR Borrowing so long as the Adjusted Daily Simple SOFR is not the subject of a Benchmark Transition Event or (B) a Base Rate Borrowing if the Adjusted Daily Simple SOFR is the subject of a Benchmark

Transition Event. Furthermore, if any Term SOFR Loan is outstanding on the date of the Borrowerâ€™s receipt of notice of the commencement of a Benchmark Unavailability Period with respect to Term SOFR, then until such time as a Benchmark Replacement is implemented pursuant to this Section 8.01(b), any Term SOFR Loan shall on the last day of the Interest Period applicable to such Loan convert to, and shall constitute, (x) a Daily Simple SOFR Loan so long as the Adjusted Daily Simple SOFR is not the subject of a Benchmark Transition Event or (y) a Base Rate Loan if the Adjusted Daily Simple SOFR is the subject of a Benchmark Transition Event, on such day. SECTION 8.02.Illegality. If, after the date hereof, the adoption or taking effect of any applicable law, rule or regulation, or any change in any applicable law, rule or regulation, or any change in the official interpretation or official administration thereof by any Governmental Authority charged with the interpretation or administration thereof (any such event being referred to as a â€œChange of Lawâ€), or compliance by any Bank (or its Lending Office) with any request or directive (whether or not having the force of law) of any Governmental Authority shall make it illegal or impossible for any Bank (or its Lending Office) to make, maintain or fund its Term SOFR Loans and such Bank shall so notify the Administrative Agent, the Administrative Agent shall forthwith give notice thereof to the other Banks and the Borrower, whereupon until such Bank notifies the Borrower and the Administrative Agent that the circumstances giving rise to such suspension no longer exist, (a) the obligation of such Bank to make Term SOFR Loans shall be suspended (and, in the case of any request for a Term SOFR Borrowing, such Bankâ€™s ratable share thereof shall be funded as (i) solely if the Adjusted Daily Simple SOFR is not the subject of Section 8.01(a)(i) or 8.01(a)(ii) and it is not illegal or impossible for such Bank to fund and maintain Daily Simple SOFR Loans, a Daily Simple SOFR Loan or (ii) otherwise, a Base Rate Loan (the interest rate on which Base Rate Loan of such Bank shall, if necessary to avoid such illegality (as specified by such Bank in such notice), be determined by the Administrative Agent without reference to the Adjusted Term SOFR component of the Base Rate)) and (b) any outstanding Term SOFR Loans of such Bank shall, if so requested by such Bank in such notice, immediately convert to (i) solely if the Adjusted Daily Simple SOFR is not the subject of Section 8.01(a)(i) or 8.01(a)(ii) and it is not illegal or impossible for such Bank to fund and maintain Daily Simple SOFR Loans, Daily Simple SOFR Loans and (ii) otherwise, Base Rate Loans (the interest rate on which Base Rate Loans of such Bank shall, if necessary to avoid such illegality (as specified by such Bank in such notice), be determined by the Administrative Agent without reference to the Adjusted Term SOFR component of the Base Rate), with such Daily Simple SOFR Loans or Base Rate Loans participating ratably in all prepayments and repayments of the applicable Term SOFR Borrowing and with accrued interest on such Daily Simple SOFR Loans or Base Rate Loans being payable contemporaneously with the payment of accrued interest on 55the related Term SOFR Loans of the other Banks. Before giving any notice to the Administrative Agent pursuant to this Section, such Bank shall designate a different Lending Office if such designation will avoid the need for giving such notice and will not, in the reasonable judgment of such Bank, be otherwise materially disadvantageous to such Bank. For purposes of this Agreement, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a â€œChange of Lawâ€, regardless of the date enacted, adopted, promulgated or issued.SECTION 8.03.Increased Cost and Reduced Return. (a) If after the date hereof, a Change of Law or compliance by any Bank (or its Lending Office) with any official request or directive (whether or not having the force of law) of any Governmental Authority:(i)shall subject any Bank (or its Lending Office) to any Taxes on its Loans or Notes, or its obligation to make Loans (or its related deposits, reserves, other liabilities or capital directly attributable, including through the use of reasonable averaging and attribution methods, to the foregoing), or shall change the basis of taxation of payments to any Bank (or its Lending Office) of the principal of or interest on its Loans or any other amounts due under this Agreement in respect of its Loans or its obligation to make Loans (but excluding any Excluded Taxes or Indemnified Taxes and without duplication of any amount due under SectionÂ 2.13); or(ii)shall impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance premium or similar requirement (including, without limitation, any such requirement imposed by the Board of Governors of the Federal Reserve System) against assets of, deposits with or for the account of, or credit extended by, any Bank (or its Lending Office) that is directly attributable, including through the use of reasonable averaging and attribution methods, to any Commitment or Loan; or(iii)shall impose on any Bank (or its Lending Office) or on the United States or applicable offshore market any other condition directly affecting such Bankâ€™s (or its Lending Officeâ€™s) ability to make Loans or its obligation to make Loans, or such Bankâ€™s Notes;and the result of any of the foregoing is to increase the cost to such Bank (or its Lending Office) of making or maintaining any Loan, or to reduce the amount of any sum received or receivable by such Bank (or its Lending Office) under this Agreement or under its Notes with respect thereto, by an amount reasonably determined by such Bank to be material and directly attributable to such Change of Law or compliance with such official request or directive, then within fifteen (15) days after demand by such Bank (with a copy to the Administrative Agent), the Borrower shall pay to such Bank such additional amount or amounts as will compensate such Bank for such increased cost or reduction; provided that no such amount may be claimed by any Bank which is attributable to periods prior to the date which is sixty (60) days preceding the date on which the officer of the Bank having primary responsibility for asset liability management shall have obtained actual knowledge of such demand; provided, further, that the Borrowerâ€™s 56payment of any such claim shall be conditioned on the delivery of written certification of such direct and material increase in costs or reduction in sum received or receivable as provided in SectionÂ 8.03(c) hereof.(b)If any Bank shall have determined that after the date hereof a Change of Law regarding capital adequacy or liquidity, or compliance by such Bank (or its Lending Office), or any Person controlling such Bank with any official written request or directive regarding capital adequacy or liquidity (whether or not having the force of law) of any Governmental Authority, has or would have the effect of reducing the rate of return on such Bankâ€™s or such controlling Personâ€™s capital as a consequence of its obligations hereunder to a level below that which such Bank or such controlling Person could have achieved but for such Change of Law (taking into consideration such Bankâ€™s or such controlling Personâ€™s policies with respect to capital adequacy and liquidity) by an amount reasonably determined by such Bank or such controlling Person to be material and directly attributable to such Change of Law or compliance with such official request or directive, then from time to time, within 15Â days after demand by such Bank or such controlling Person, the Borrower shall pay to such Bank such additional amount or amounts as will compensate such Bank or such controlling Person for such reduction to the extent directly attributable, including through the use of reasonable averaging and attribution methods, to the Commitments or any Loans; provided that no such amount may be claimed by any Bank which is attributable to periods prior to the date which is sixty (60) days preceding the date on which the officer of the Bank having primary responsibility for asset liability management shall have obtained actual knowledge of such demand; provided, further, that the Borrowerâ€™s payment of any such claim shall be conditioned on the delivery of written certification of such direct and material increase in costs or reduction in sum received or receivable as provided in SectionÂ 8.03(c) hereof.(c)Each Bank will promptly notify the Borrower and the Administrative Agent of any event of which its officer having primary responsibility for asset liability management has knowledge, which occurs or is expected to occur after the date hereof, as a result of which such Bank has determined to claim compensation pursuant to this Section and will designate a different Lending Office if such designation will avoid the need for, or reduce the amount of, such compensation and will not, in the reasonable judgment of such Bank, be otherwise materially disadvantageous to such Bank. A certificate of any Bank claiming compensation under this Section and setting forth in reasonable detail the additional amount or amounts to be paid to it hereunder shall constitute rebuttable presumptive evidence of the amounts to be paid in the absence of manifest error. In determining such amount, such Bank may use any commercially reasonable averaging and attribution methods and a description of such methods (including material assumptions) shall be essential to the â€œreasonable detailâ€ set forth in such certificate or claim.(d)The provisions of this SectionÂ 8.03 shall (i)Â be applicable with respect to any Participant, Assignee or other Transferee, and any calculations required by such provisions shall be made based upon the circumstances of such Participant, Assignee or other Transferee and (ii)Â constitute a continuing agreement and shall survive the termination of this Agreement and the payment in full of the Loans and cancellation of the Notes.(e) If any Bank has demanded compensation under this Section 8.03 with respect to costs or reductions that arise solely with respect to its Term SOFR Loans, and the Borrower shall, by 57at least five (5) Business Daysâ€™ prior written notice to such Bank through the Administrative Agent, have elected that the provisions of this clause (e) shall apply to such Bank, then, unless and until such Bank notifies the Borrower that the circumstances giving rise to such demand for compensation no longer apply, (i) in the case of any request for a Term SOFR Borrowing, such Bankâ€™s ratable share thereof shall be funded as (A) solely if the Adjusted Daily Simple SOFR is not the subject of Section 8.01(a)(i) or 8.01(a)(ii) and it is not illegal or impossible for such Bank to fund and maintain Daily Simple SOFR Loans, a Daily Simple SOFR Loan or (B) otherwise, a Base Rate Loan and (ii) any outstanding Term SOFR Loans of such Bank shall, if so requested by the Borrower in such notice, immediately convert to (A) solely if the Adjusted Daily Simple SOFR is not the subject of Section 8.01(a)(i) or 8.01(a)(ii) and it is not illegal or impossible for such Bank to fund and maintain Daily Simple SOFR Loans, Daily Simple SOFR Loans and (B) otherwise, Base Rate Loans, with such Daily Simple SOFR Loans or Base Rate Loans participating ratably in all prepayments and repayments of the applicable Term SOFR Borrowing and with accrued interest on such Daily Simple SOFR Loans or Base Rate Loans being payable contemporaneously with the payment of accrued interest on the related Term SOFR Loans of the other Banks.SECTION 8.04.[Reserved.]SECTION 8.05.Compensation. Upon the request of any Bank, delivered to the Borrower and the Administrative Agent, the Borrower shall pay to such Bank such amount or amounts as shall compensate such Bank for any actual loss, cost or expense incurred by such Bank (but excluding therefrom any loss of margin) as a result of:(a)any payment or prepayment (pursuant to SectionÂ 8.02 or otherwise) of a Term SOFR Loan on a date other than the last day of an Interest Period for such Loan; or(b)any failure by the Borrower to borrow (other than due to a refusal by the Administrative Agent or any of the Banks to fund under Section 2.02(d) notwithstanding satisfaction of the conditions set forth in Section 3.02), a Term SOFR Loan on the date for the Term SOFR Borrowing of which such Term SOFR Loan is a part specified in the applicable Notice of Borrowing delivered pursuant to SectionÂ 2.02.SECTION 8.06.Replacement of Banks. If any Bank shall request compensation under SectionÂ 8.03, or seek reimbursement for Taxes pursuant to SectionÂ 2.12, or if any Bank becomes a Defaulting Bank or shall not be required to fund Term SOFR Loans as a result of the operation of SectionÂ 8.02, then the Borrower may, at its sole expense and effort, upon notice to such Bank and the Administrative Agent, (i)Â terminate the Commitment of such Bank and repay in full all principal of and accrued interest on the Loans of such Bank, and all accrued fees and other amounts then owing by the Borrower to such Bank hereunder, in each case without any obligation to terminate any Commitment, or prepay any Loan, of any other Bank, it being understood and agreed that from and after the effectiveness of any such termination and repayment, such Bank shall be deemed to no longer be a â€œBankâ€ hereunder or a party hereto, provided that any such Bank shall retain the benefit of indemnification and other provisions hereof which, by the terms hereof, would survive a termination of this Agreement, provided, further, that if, after giving effect to such termination and repayment, the aggregate outstanding principal amount of all Loans shall exceed the Total Revolving Credit Commitment then in 58effect, then the Borrower shall, concurrently with such termination and repayment, prepay, in accordance with SectionÂ 2.10, one or more Borrowings in an amount necessary to eliminate such excess, or (ii)Â require such Bank to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, SectionÂ 9.07), all of its interests, rights and obligations under this Agreement and the other Loan Documents to an Assignee that shall assume such obligations (which Assignee may be another Bank, if a Bank accepts such assignment), provided that, in the case of clauseÂ (ii):(a)the Borrower shall have paid to the Administrative Agent the assignment fee (if any) specified in SectionÂ 9.07;(b)such Bank shall have received payment of an amount equal to the outstanding principal of its Loans, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents from the Assignee;(c)in the case of any such assignment resulting from a claim for compensation under SectionÂ 8.03 or payments required to be made pursuant to SectionÂ 2.12, such assignment shall result in a reduction in such compensation or payments thereafter; and(d)such assignment shall not conflict with applicable law.A Bank shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Bank or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.ARTICLE IXMISCELLANEOUSSECTION 9.01.Notices. (a) All notices, requests and other communications to any party hereunder shall be in writing and shall be given to such party at its address or e-mail set forth on ScheduleÂ 9.01 or such other address or e-mail as such party may hereafter specify for the purpose by notice to each other party (or, in the case of any Bank, to the Borrower and the Administrative Agent). Notices, requests and other communications to the Banks hereunder may be delivered or furnished, in addition to e-mail, by electronic communications (including Internet and the Platform) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices under ArticleÂ II to any Bank if such Bank has notified the Administrative Agent that it is incapable of receiving notices under such Article by such electronic communication. Each such notice, request or other communication shall be effective (i)Â if given by mail, 72Â hours after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, (ii)Â if given by e-mail, upon the senderâ€™s receipt of an acknowledgment from the intended recipient (such as by the â€œreturn receipt requestedâ€ function, as available, return e-mail or other written acknowledgment), provided that if such notice, request or other communication is not sent during the normal business hours of the recipient, such notice, request or other communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, (iii)Â if posted to an Internet or intranet website, including the Platform, upon the deemed receipt by the intended recipient at its e-mail address as described in 59the foregoing clauseÂ (ii) of notification that such notice, request or other communication is available and identifying the website address therefor or (iv)Â if given by any other means, when delivered at the address specified in this Section; provided that notices, requests and other communications to the Administrative Agent under ArticleÂ II or ArticleÂ VIII shall not be effective until received.(b)The Administrative Agent may, but shall not be obligated to, make any Communication to the Banks by posting such Communication on Debt Domain, IntraLinks, SyndTrak or a similar electronic transmission system (the â€œPlatformâ€). The Platform is provided â€œas isâ€ and â€œas availableâ€. Neither the Administrative Agent nor any of its Related Parties warrants, or shall be deemed to warrant, the adequacy of the Platform, and the Administrative Agent expressly disclaims liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made, or shall be deemed to be made, by the Administrative Agent or any of its Related Parties in connection with the Communications or the Platform. In no event shall the Administrative Agent or any of its Related Parties have any liability to the Borrower, any Bank or any other Person for damages of any kind (whether in tort, contract or otherwise), arising out of the Borrowerâ€™s or the Administrative Agentâ€™s transmission of Communications through the Platform, except to the extent arising from such actions or omissions of the Administrative Agent with respect to such transmission of Communications as constitute bad faith, gross negligence or willful misconduct, as determined by a court of competent jurisdiction by a final and nonappealable judgment. The Administrative Agent is not responsible for approving or vetting the representatives or contacts of any Bank that are added to the Platform.SECTION 9.02.No Waivers. No failure or delay by the Administrative Agent or any Bank in exercising any right, power or privilege hereunder or under any Note or other Loan Document shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.SECTION 9.03.Expenses; Documentary Taxes. The Borrower shall pay (i)Â all reasonable out-of-pocket expenses actually incurred by the Administrative Agent, including fees and disbursements of outside counsel for the Administrative Agent, in connection with (A)Â the preparation of this Agreement and the other Loan Documents (on the terms set forth in the Commitment Letter dated April 9, 2024, entered into among the Borrower and JPMorgan) and (B)Â any waiver or consent hereunder or thereunder or any amendment hereof or thereof or any Default or alleged Default hereunder or thereunder and (ii)Â if a Default occurs, all reasonable out-of-pocket expenses reasonably incurred by the Administrative Agent and the Banks, including reasonable fees and disbursements of counsel, in connection with such Default and collection and other enforcement proceedings resulting therefrom, including out-of-pocket expenses incurred in enforcing this Agreement and the other Loan Documents. The Borrower shall indemnify the Administrative Agent and each Bank against any transfer, documentary, stamp and similar Taxes, assessments or charges made by any Governmental Authority by reason of the execution and delivery of this Agreement or the other Loan Documents.60SECTION 9.04.Indemnification; Limitation of Liability. (a) Subject to the provisions of paragraphsÂ (b) and (d) below, the Borrower shall indemnify the Administrative Agent, the Banks and their respective Related Parties (each an â€œIndemniteeâ€) from, and hold each of them harmless against, any and all losses, liabilities or damages to which any of them may become subject, insofar as such losses, liabilities or damages arise out of or result from:(i)any actions, suits, proceedings (including any investigations or inquiries, actual or threatened) or claims by third parties against or involving any Indemnitee related to the actual or proposed use by the Borrower of the proceeds of any extension of credit by any Bank hereunder or otherwise relating to this Agreement or any other Loan Document (collectively, â€œClaimsâ€ and individually, a â€œClaimâ€), or(ii)breach by the Borrower of this Agreement or any other Loan Document, or(iii)any actions taken by the Administrative Agent or any of the Banks to enforce this Agreement or any of the other Loan Documents against the Borrower at a time when an Event of Default shall have

occurred and then be continuing, and the Borrower shall reimburse the Administrative Agent and each Bank, and each Affiliate thereof and their respective directors, officers, employees, partners, members and agents, upon demand for the reasonable out-of-pocket expenses (including, without limitation, reasonable legal fees) actually and reasonably incurred in connection with any such Claim, breach or action.(b)In no event shall the indemnity provided for in SectionÂ 9.04(a) extend to any losses, liabilities or damages or related expenses to the extent arising out of or resulting from (i)Â any Claim which is the subject matter of another indemnity provision (for which the Borrower is the indemnitor) of this Agreement, (ii)Â the willful misconduct or gross negligence of such Indemnitee, as determined by a final, non-appealable judgment of a court of competent jurisdiction, (iii)Â any breach by such Indemnitee of its representations or obligations under any Loan Document, as determined by a final, non-appealable judgment of a court of competent jurisdiction, (iv)Â the violation by such Indemnitee of any law, rule or regulation binding upon such Indemnitee (including without limitation any law, rule or regulation governing the operation of national banks, but excluding any violation of any law described in SectionÂ 4.11 or 5.06 hereof resulting from the use by the Borrower of proceeds of any extensions of credit made hereunder), as determined by a final, non-appealable judgment of a court of competent jurisdiction, (v)Â any costs, fees or expenses arising out of the acquisition or transfer by such Indemnitee of any interest in the Notes or the Loan Documents except any such transfer (x)Â in connection with the exercise of remedies hereunder in accordance with the terms of SectionÂ 6.01 hereof after the occurrence of an Event of Default or (y)Â occurring at the direction of the Borrower, (vi)Â any Claim with respect to which any Indemnitee has a right to participate in a proceeding with respect to such Claim, if such Indemnitee refuses to implead, to the extent reasonable and practicable, any party whom the Borrower believes is ultimately responsible with respect to such Claim or to assert, to the extent reasonable and practicable, any cross-claims the Borrower deems appropriate where it is not possible for the Borrower to assert such rights itself, (vii)Â any Claim arising from a dispute solely among Indemnitees not involving an act or omission 61of the Borrower or its Related Parties and not brought against the Administrative Agent, the Syndication Agent or the Arranger in its capacity or in fulfilling its role as such, or (viii)Â the economic assumptions underlying any Indemniteeâ€™s entry into the transactions contemplated by or related to this Agreement proving to be incorrect, thereby reducing the expected economic return to such Indemnitee, except to the extent such assumptions were based on representations of the Borrower herein or financial information provided by the Borrower pursuant hereto, or because the Borrowerâ€™s exercise of any of its rights hereunder in accordance with the terms of this Agreement decreases the expected economic return to such Indemnitee.(c)To the extent that the Borrower fails to pay any amount required to be paid by it to the Administrative Agent under SectionÂ 9.03 or 9.04(a), each Bank severally agrees to pay to the Administrative Agent such Bankâ€™s pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent in its capacity or in fulfilling its role as such. For purposes hereof, a Bankâ€™s â€œpro rata shareâ€ shall be determined based upon its share of the sum of the total Loans and the unused Commitments at the time.(d)The following shall apply to all claims for indemnity under this SectionÂ 9.04 (and under the Commitment Letter referred to in SectionÂ 9.03):(i)If any Indemnitee has actual knowledge of any Claim made against it that it is hereby indemnified against, it shall give prompt written notice thereof to the Borrower; provided, however, that the failure of an Indemnitee to give such notice shall not relieve the Borrower of its obligations hereunder, unless such failure prejudices the Borrowerâ€™s ability to contest such Claim in any material respect. Any payment made by the Borrower to an Indemnitee pursuant to this SectionÂ 9.04 shall not be deemed to be a waiver or release of any right or remedy (including any remedy of damages) the Borrower may have against such Indemnitee if, as a result of the failure by an Indemnitee to give the Borrower notice in accordance with the preceding sentence, the Borrower is prejudiced in any material respect in the exercise of its rights to contest the Claims indemnified against pursuant to this SectionÂ 9.04.(ii)Each Claim against an Indemnitee by a third party shall, if reasonably requested by the Borrower, be contested by the Indemnitee in good faith by appropriate proceedings, provided that the Borrower shall indemnify such Indemnitee in full in respect of any reasonable out-of-pocket fees, costs or expenses reasonably and actually incurred by such Indemnitee in conducting such contest (such costs, if requested by the Indemnitee, to be funded by the Borrower concurrently with such contest) and the amount of any interest or penalties which are required to be paid as a direct result of contesting such Claim. The Borrower shall be entitled to assume responsibility for and control of the defense of any Claim in respect of which any Indemnitee makes or intends to make a claim against the Borrower for indemnity pursuant to this SectionÂ 9.04, provided that (A)Â the legal counsel retained by the Borrower for such purpose is reasonably acceptable to the Administrative Agent (it being agreed that such counsel will 62not be satisfactory if the Indemnitee reasonably determines that having common counsel represent such Indemnitee and the Borrower would present such counsel with a conflict of interest) and (B)Â the Borrower pursues such contest diligently and in good faith and, upon the reasonable request of the Administrative Agent, provides the Administrative Agent with reasonable details of the status of the contest and copies of legal briefs, court filings and, subject to applicable considerations of legal privilege, counselâ€™s memoranda relevant to such contest. In the event that (1)Â an Event of Default shall have occurred and be continuing or (2)Â the Borrower fails to comply with the foregoing requirements in any material respect, the applicable Indemnitee may, if such Event of Default or failure, as the case may be, continues after such Indemnitee has given the Borrower a reasonable opportunity, taking into account existing circumstances, to effect the applicable level of compliance, reassume responsibility for and control of the relevant contest, which, in such circumstances, such Indemnitee agrees to pursue diligently and in good faith. To the extent the Borrower is entitled to defend any claim hereunder, the Indemnitee shall cooperate in good faith with the Borrower and may participate in the defense thereof at such Indemniteeâ€™s sole cost and expense.(iii)Each Indemnitee shall supply the Borrower with such information as the Borrower shall reasonably request to defend or participate in any proceeding permitted by this SectionÂ 9.04; provided, however, that any such information which is proprietary or confidential need be furnished only under such arrangements designed to preserve to confidentiality or proprietary nature of the information as shall be reasonable under the circumstances.(iv)No Indemnitee shall enter into a settlement or other compromise or consent to a judgment with respect to any Claim without the prior written consent of the Borrower (which consent shall not be unreasonably withheld or delayed) unless such Indemnitee waives its rights in writing with respect to such Claims under this SectionÂ 9.04; it being agreed that the Borrower may withhold its consent in the event such settlement, compromise or consent includes any admission of wrongdoing on the part of the Borrower or a Subsidiary thereof or would subject the Borrower or a Subsidiary thereof to injunctive or other non-monetary remedies. The entering into of any such settlement or compromise or consent without the Borrowerâ€™s prior written consent (unless the withholding of such consent by the Borrower requested by such Indemnitee shall have been unreasonable) shall constitute a waiver by such Indemnitee of its rights of indemnification hereunder in respect of such matter. If the Borrower shall have assumed the defense of any Claim against an Indemnitee as provided above in this Section, the Borrower shall not enter into a settlement or other compromise or consent to a judgment with respect to such if such settlement would include any admission of wrongdoing on the part of such Indemnitee or any of its Related Parties or would subject such Indemnitee or any of its Related Parties to injunctive or other non-monetary remedies unless such Indemnitee otherwise consents in writing.(v)In the event the Borrower shall be obligated to indemnify any Indemnitee pursuant to this SectionÂ 9.04, the Borrower shall be subrogated to the rights of such Indemnitee in respect of the matter as to which the indemnity was paid and may pursue 63the same at the Borrowerâ€™s expense. If any Indemnitee shall obtain a recovery of all or any part of any amount which the Borrower shall have paid to such Indemnitee or for which the Borrower shall have reimbursed such Indemnitee pursuant to this SectionÂ 9.04, any Indemnitee shall promptly pay or cause to be paid to the Borrower an amount equal to such recovery together with any interest (other than interest for the period, if any, after such Claims were paid by such Indemnitee until such Claims were paid or reimbursed by the Borrower) received by such Indemnitee an account of such payment or reimbursement.(e)The indemnities contained in this SectionÂ 9.04 shall expire and be of no further force or effect with respect to any Claim notice of which shall not have been given to the Borrower in writing (referring expressly to this SectionÂ 9.04) on or prior to the second anniversary of the repayment in full of the Loans and the termination of the Commitments.(f)The Borrower agrees that no Indemnitee shall have any liability (whether direct or indirect, in contract or tort or otherwise) to it, any of its Subsidiaries, or any security holders or creditors thereof arising out of, related to or in connection with the transactions contemplated herein, except to the extent that such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemniteeâ€™s gross negligence or willful misconduct or a material breach by such Indemnitee of its express representations or obligations under any Loan Document. The Borrower agrees not to assert any claim against the Administrative Agent, the Arranger, any Bank or any of their respective Affiliates, or any of their or their respective Affiliatesâ€™ respective directors, officers, employees, partners, members, attorneys, agents and advisers, and the Administrative Agent and the Banks agree not to assert any claim against the Borrower, its Affiliates or any of its or its Affiliatesâ€™ respective directors, officers, employees, partners, members, attorneys, agents and advisors, in each case, on any theory of liability, for special, indirect, consequential, or punitive damages arising out of or otherwise relating to the Loan Documents, any of the transactions contemplated herein or the actual or proposed use of the proceeds of the Loans; provided that nothing in this sentence shall relieve the Borrower of its indemnity and expense reimbursement obligations set forth in this SectionÂ 9.04 or elsewhere in any Loan Document.SECTION 9.05.Sharing of Setoffs. Each Bank agrees that if it shall, by exercising any right of setoff or counterclaim or otherwise, receive payment of a proportion of the aggregate amount of principal and interest owing with respect to its Loans which is greater than the proportion received by any other Bank in respect of the aggregate amount of all principal and interest owing with respect to the Loans of such other Bank, the Bank receiving such proportionately greater payment shall purchase (for cash at face value) such participations in the Loans held by the other Bank, and such other adjustments shall be made, as may be required so that all such payments of principal and interest with respect to the Loans shall be shared by the Banks pro rata; provided that (i)Â nothing in this Section shall impair the right of any Bank to exercise any right of setoff or counterclaim it may have and to apply the amount subject to such exercise to the payment of indebtedness of the Borrower other than its indebtedness hereunder, (ii)Â if all or any portion of such payment received by the purchasing Bank is thereafter recovered from such purchasing Bank, such purchase from each other Bank shall be rescinded and such other Bank shall repay to the purchasing Bank the purchase price of such participation to the extent of such recovery together with an amount equal to such other Bankâ€™s ratable share 64(according to the proportion of (x)Â the amount of such other Bankâ€™s required repayment to (y)Â the total amount so recovered from the purchasing Bank) of any interest or other amount paid or payable by the purchasing Bank in respect of the total amount so recovered and (iii)Â the provisions of this Section shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement (for the avoidance of doubt, as in effect from time to time), including SectionÂ 8.06 and SectionÂ 9.06(c), or any payment obtained by a Bank as consideration for the assignment of or sale of a participation in any of its Loans to any Person (other than the Borrower or its Subsidiaries). The Borrower agrees, to the fullest extent it may effectively do so under applicable law, that any holder of a participation in a Loan, whether or not acquired pursuant to the foregoing arrangements, may exercise rights of setoff or counterclaim and other rights with respect to such participation as fully as if such holder of a participation were a direct creditor of the Borrower in the amount of such participation.SECTION 9.06.Amendments and Waivers. (a) Except as provided in SectionÂ 9.06(b), any provision of this Agreement or any other Loan Documents may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the Borrower and the Required Banks (and if the rights or duties of the Administrative Agent are affected thereby, by the Administrative Agent); provided that, no such amendment or waiver shall (i)Â extend the scheduled termination date of the Commitment of any Bank, or increase the Commitment of any Bank, in each case, without the prior written consent of such Bank (it being understood that any amendment or waiver of Section 2.09(a)(ii), 2.09(b) or 2.09(c) is not subject to this clause (i)), (ii)Â reduce the principal of or reduce the rate of interest on any Loan of any Bank, or reduce the amount of any fees payable hereunder to or for the account of any Bank, in each case, without the prior written consent of such Bank, (iii)Â extend the date fixed for any payment of principal of or interest on any Loan of any Bank, or any fees payable hereunder to or for the account of any Bank, or reduce the amount of, or waive, any such payment, in each case, without the prior written consent of such Bank (it being understood that any amendment or waiver of Section 2.11(b), 2.11(c) or 2.11(d) is not subject to this clause (iii)), (iv)Â change the percentage of the Commitments or of the aggregate unpaid principal amount of the Loans, or the percentage of Banks, which shall be required for the Banks or any of them to take any action under this Section or any other provision of this Agreement or any other Loan Document, in each case, without the prior written consent of each Bank, (v)Â change the manner of application of any payments made under this Agreement in a manner that would alter the pro rata sharing of payments required thereby without the prior written consent of each Bank adversely affected thereby or (vi)Â change any of the provisions of this Section 9.06(a) without the prior written consent of each Bank.(b)Notwithstanding anything to the contrary in Section 9.06(a):(i)any provision of this Agreement or any other Loan Document may be amended by an agreement in writing entered into by the Borrower and the Administrative Agent to cure any ambiguity, omission, mistake, defect or inconsistency so long as, in each case, the Banks shall have received at least five Business Daysâ€™ prior written notice thereof and the Administrative Agent shall not have received, within five Business Days of the date of such notice to the Banks, a written notice from the Required Banks stating that the Required Banks object to such amendment;65(ii)this Agreement may be amended in the manner provided in Section 8.01(b); and (iii)no amendment or waiver of this Agreement or any other Loan Document referred to in the proviso to Section 9.06(a) shall require the consent or approval of any Bank which immediately after giving effect to such amendment or waiver (A) shall have no Commitment or other obligation to maintain or extend credit under this Agreement and the other Loan Documents (as so amended or waived) and (B) substantially contemporaneously with the effectiveness of such amendment or waiver shall have been paid in full all amounts owing to it under this Agreement and the other Loan Documents (including, without limitation, principal, interest and fees, but excluding unmatured contingent obligations), it being understood and agreed that from and after the effectiveness of any such amendment or waiver, any such Bank shall be deemed to no longer be a â€œBankâ€ hereunder or a party hereto; provided that any such Bank shall retain the benefit of indemnification and other provisions hereof which, by the terms hereof, would survive a termination of this Agreement.(c)If, in connection with any proposed amendment or waiver of or to any of the provisions of this Agreement and/or any other Loan Document as contemplated by this SectionÂ 9.06, the consent of all Banks or all affected Banks is required and the consent of the Required Banks at such time is obtained but the consent of one or more of such other Banks whose consent is required is not obtained (each such other Bank, a â€œNon-Consenting Bankâ€), then the Borrower may, at its sole expense and effort, upon notice to the Administrative Agent and such Non-Consenting Bank, (x)Â terminate the Commitment of such Non-Consenting Bank and repay in full all principal of and accrued interest on the Loans of such Non-Consenting Bank, and all accrued fees and other amounts then owing by the Borrower to such Non-Consenting Bank hereunder, in each case without any obligation to terminate any Commitment, or prepay any Loan, of any other Bank, it being understood and agreed that from and after the effectiveness of any such termination and repayment, such Bank shall be deemed to no longer be a â€œBankâ€ hereunder or a party hereto, provided that any such Bank shall retain the benefit of indemnification and other provisions hereof which, by the terms hereof, would survive a termination of this Agreement, provided, further, that if, after giving effect to such termination and repayment, the aggregate outstanding principal amount of all Loans shall exceed the Total Revolving Credit Commitment then in effect, then the Borrower shall, concurrently with such termination and repayment, prepay, in accordance with SectionÂ 2.10, one or more Borrowings in an amount necessary to eliminate such excess, or (y)Â replace such Non-Consenting Bank by causing such Non-Consenting Bank to (and such Non-Consenting Bank shall be obligated to) assign in accordance with and subject to the restrictions contained in, and consents required by, SectionÂ 9.07 (with the assignment fee and any other costs and expenses to be paid by the Borrower in such instance) all of its interests, rights and obligations under this Agreement and the other Loan Documents to one or more Assignees that shall assume the obligations (which Assignee may be another Bank, if a Bank accepts such assignment); provided that, in the case of the this clause (y), the applicable Assignee shall have agreed to the applicable amendment or waiver of this Agreement and/or the other Loan Documents, (ii) the Non-Consenting Bank shall have received payment of an amount equal to the outstanding principal of its Loans, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents from the Assignee and (iii) such assignment 66shall not conflict with applicable law. In connection with any such replacement under this clauseÂ (c), if any Non-Consenting Bank does not execute and deliver to the Administrative Agent a duly completed Assignment and Assumption and/or any other documentation necessary to reflect such replacement within a period of time deemed reasonable by the Administrative Agent after the later of (i)Â the date on which the Assignee executes and delivers such Assignment and Assumption and/or such other documentation and (ii)Â the date as of which all obligations of the Borrower owing to such Non-Consenting Bank relating to the interests, rights and obligations so assigned shall be paid in full by the Assignee to such Non-Consenting Bank, then such Non-Consenting Bank shall be deemed to have executed and delivered such Assignment and Assumption and/or such other documentation as of such date and the Borrower shall be entitled (but not obligated) to execute and deliver such Assignment and Assumption and/or such other documentation on behalf of such Non-Consenting Bank.SECTION 9.07.Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that the Borrower may not assign or otherwise transfer any of its rights under

this Agreement except as permitted under SectionÂ 5.05 (and any such assignment or transfer not permitted under such Section shall be null and void).(b)Any Bank may at any time sell to one or more Persons (other than a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person), the Borrower or any of its Subsidiaries) (each a â€œParticipantâ€) participating interests in any Loan owing to such Bank, any Note held by such Bank, any Commitment hereunder or any other interest of such Bank hereunder. In the event of any such sale by a Bank of a participating interest to a Participant, such Bankâ€™s obligations under this Agreement shall remain unchanged, such Bank shall remain solely responsible for the performance thereof, such Bank shall remain the holder of any such Loan or Note for all purposes under this Agreement, and (x)Â the Borrower and the Administrative Agent shall continue to deal solely and directly with such Bank in connection with such Bankâ€™s rights and obligations under this Agreement, and (y)Â such Participant shall have no right to contact the Borrower directly, or to inspect its books and records or places of business, or to receive any information (financial or otherwise) directly from the Borrower. In no event shall a Bank that sells a participation be obligated to the Participant to take or refrain from taking any action hereunder except that such Bank may agree that it will not, without the consent of the Participant, agree to any amendment or waiver described in clauses (i), (ii) or (iii) in the first proviso to Section 9.06(a) that affects such Participant. The Borrower agrees that each Participant shall be entitled to the benefits of SectionÂ 2.12 (for the avoidance of doubt, subject to the limitations on such Participantâ€™s consent rights set forth in the immediately preceding sentence) and ArticleÂ VIII with respect to its participation in Loans outstanding from time to time. Each Bank that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participantâ€™s interest in the Loans or other obligations under the Loan Documents (the â€œParticipant Registerâ€); provided that no Bank shall have any obligation to disclose all or any portion of the Participant Register to any Person except to the extent that any disclosure is necessary to establish that such Loan, Note, Commitment or other obligation is in registered form under SectionÂ 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent 67manifest error, and such Bank shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.(c)Any Bank may at any time assign to one or more banks or financial institutions (each an â€œAssigneeâ€) all, or a proportionate part of all, of its Loans and Commitments, and of its other rights and obligations under this Agreement, the Notes and the other Loan Documents, and such Assignee shall assume all such rights and obligations, pursuant to an Assignment and Assumption executed by such Assignee, such transferor Bank and each Person whose consent to such assignment is required under clauseÂ (iii) of the immediately following proviso; provided that (i)Â no interest in Loans may be assigned by a Bank pursuant to this paragraphÂ (c) unless, prior to the termination of the Commitments, the Assignee shall agree to assume ratably equivalent portions of the transferor Bankâ€™s Commitment, (ii)Â the amount of the Commitment or Loans being assigned (determined as of the effective date of the assignment) shall be equal to $15,000,000 (or any larger multiple of $5,000,000 or any lesser amount up to such Bankâ€™s Commitment or Loans), (iii)Â no interest may be assigned by a Bank pursuant to this paragraphÂ (c) to any Assignee without the consent of the Administrative Agent and, except in the case of an assignment by a Bank to an Affiliate of such Bank or to another Bank or an Affiliate of such other Bank or if an Event of Default under SectionÂ 6.01(a), 6.01(g) or 6.01(h) has occurred and is continuing, the Borrower, in each case, which consent shall not be unreasonably withheld (and, in the case of the Borrower, will be deemed to have been given if the Borrower shall not have objected in writing to a request for such consent within 10Â Business Days after having received notice thereof) and (iv)Â unless an Event of Default under SectionÂ 6.01(a), 6.01(g) or 6.01(h) has occurred and is continuing, a Bank may not have more than two Assignees that are not then Banks (or Affiliates of Banks) at any one time without the consent of the Borrower, which consent shall not be unreasonably withheld (and will be deemed to have been given if the Borrower shall not have objected in writing to a request for such consent within 10 Business Days after having received notice thereof). Upon (A)Â execution of the Assignment and Assumption by such transferor Bank, such Assignee, the Administrative Agent and (if applicable) the Borrower, (B)Â delivery of an executed copy of the Assignment and Assumption to the Borrower and the Administrative Agent, (C)Â payment by such Assignee to such transferor Bank of an amount equal to the purchase price agreed between such transferor Bank and such Assignee, (D)Â payment of a processing and recordation fee of $3,500 to the Administrative Agent and (E)Â delivery by such Assignee, if it shall not already be a Bank, to the Administrative Agent of an Administrative Questionnaire in which such Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information) will be made available and who may receive such information in accordance with such Assigneeâ€™s compliance procedures and applicable law, including United States (Federal or State) and foreign securities laws, such Assignee shall for all purposes be a Bank party to this Agreement and shall have all the rights and obligations of a Bank under this Agreement to the same extent as if it were an original party hereto with a Commitment or Loan as set forth in such Assignment and Assumption (in addition to any Commitment or Loan theretofore held by it), and the transferor Bank shall be released from its obligations hereunder to a corresponding extent (and, in the case of an Assignment and Assumption covering all of the transferor Bankâ€™s rights and obligations under this Agreement, such Bank shall be deemed to no longer be a â€œBankâ€ 68hereunder or a party hereto; provided that any such Bank shall retain the benefit of indemnification and other provisions hereof which, by the terms hereof, would survive a termination of this Agreement), and no further consent or action by the Borrower, the Banks or the Administrative Agent shall be required. Upon the consummation of any transfer to an Assignee pursuant to this paragraphÂ (c), the transferor Bank, the Administrative Agent and the Borrower shall make appropriate arrangements so that, if required, a new Note is issued to such Assignee.(d)Subject to the provisions of SectionÂ 9.08, the Borrower authorizes each Bank to disclose to any Participant, Assignee or other transferee (each a â€œTransfereeâ€) and any prospective Transferee any and all financial information in such Bankâ€™s possession concerning the Borrower which has been delivered to such Bank by the Borrower pursuant to this Agreement or which has been delivered to such Bank by the Borrower in connection with such Bankâ€™s credit evaluation prior to entering into this Agreement.(e)The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices located in the United States a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Banks, and the Commitments of, and principal amount of the Loans owing to, each Bank pursuant to the terms hereof from time to time (the â€œRegisterâ€). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Banks may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Bank hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Bank, at any reasonable time and from time to time upon reasonable prior notice.(f)No Transferee shall be entitled to receive any greater payment under SectionÂ 2.12 or SectionÂ 8.03 than the transferor Bank would have been entitled to receive with respect to the rights transferred, unless such transfer is made with the Borrowerâ€™s prior written consent or by reason of the provisions of SectionÂ 8.02 or 8.03 requiring such Bank to designate a different Lending Office under certain circumstances or at a time when the circumstances giving rise to such greater payment did not exist.(g)Anything in this SectionÂ 9.07 to the contrary notwithstanding, any Bank may assign and pledge all or any portion of the Loans and/or obligations owing to it to any Federal Reserve Bank, the United States Treasury or a foreign central bank having jurisdiction over such Bank, provided that any payment in respect of such assigned Loans and/or obligations made by the Borrower to the assigning and/or pledging Bank in accordance with the terms of this Agreement shall satisfy the Borrowerâ€™s obligations hereunder in respect of such assigned Loans and/or obligations to the extent of such payment. No such assignment shall release the assigning and/or pledging Bank from its obligations hereunder.SECTION 9.08.Confidentiality. (a) Each Bank agrees to exercise commercially reasonable efforts to keep any information delivered or made available by the Borrower to it which is clearly indicated or stated to be confidential information (or when the circumstances under which such information is delivered or when the content thereof would cause a reasonable person to believe that such information is confidential), confidential from anyone other than Persons employed or retained by such Bank who are or are expected to become engaged in 69evaluating, approving, structuring or administering the Loans or the Loan Documents (such Persons to likewise be under similar obligations of confidentiality with respect to such information); provided, however that nothing herein shall prevent any Bank from disclosing such information (i)Â to any other Bank, the Administrative Agent or the Syndication Agent, (ii)Â upon the order of any court or administrative agency, (iii)Â upon the request or demand of any regulatory agency (or self-regulatory agency) or authority having jurisdiction over such Bank or its Affiliates, (iv)Â which has been publicly disclosed, (v)Â to the extent reasonably required in connection with any litigation to which the Administrative Agent, any Bank or their respective Affiliates may be a party, (vi)Â to the extent reasonably required in connection with the exercise of any remedy hereunder or under the other Loan Documents, (vii)Â to such Bankâ€™s Affiliates and its and its Affiliatesâ€™ legal counsel, independent auditors, agents and advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential with such Affiliate being responsible for such Personâ€™s compliance with this Section 9.08) and (viii)Â to any actual or proposed Participant, Assignee or other Transferee of all or part of its rights hereunder, which has agreed in writing to be bound by the provisions of this Section 9.08 or provisions no less restrictive than those in this SectionÂ 9.08; provided, that, should disclosure of any such confidential information be required by virtue of clauseÂ (ii) or (v) of the immediately preceding sentence, any relevant Bank shall (unless prohibited by law) promptly notify the Borrower of same so as to allow the Borrower to seek a protective order or to take any other appropriate action; provided, further, that, no Bank shall be required to delay compliance with any directive to disclose beyond the last date such delay is legally permissible any such information so as to allow the Borrower to effect any such action. Nothing herein shall prohibit the disclosure to data service providers, including league table providers, that serve the lending industry of information pertaining to this Agreement routinely provided by arrangers of credit facilities, such as the nature, term, amount, purpose and closing date of the credit facility established hereby and the titles and roles of agents and arrangers, but excluding the pricing and/or fees in connection with this Agreement or any other Loan Documents.(b)Each Bank acknowledges that information furnished to it pursuant to this Agreement may include material non-public information concerning the Borrower or the Borrowerâ€™s securities, and confirms that it has developed compliance procedures regarding the use of material non-public information and that it will handle such material non-public information in accordance with those procedures and applicable law, including federal and state securities laws.(c)All information, including requests for waivers and amendments, furnished by the Borrower or the Administrative Agent pursuant to, or in the course of administering, this Agreement will be syndicate-level information, which may contain material non-public information about the Borrower or the Borrowerâ€™s securities. Accordingly, each Bank represents to the Borrower and the Administrative Agent that it has identified in the administrative questionnaire furnished by it to the Administrative Agent a credit contact who may receive information that may contain material non-public information in accordance with its compliance procedures and applicable law, including federal and state securities laws.70SECTION 9.09.Obligations Several. The obligations of each Bank hereunder are several, and no Bank shall be responsible for the obligations or commitment of any other Bank hereunder. Nothing contained in this Agreement and no action taken by the Banks pursuant hereto shall be deemed to constitute the Banks to be a partnership, an association, a joint venture or any other kind of entity. The amounts payable at any time hereunder to each Bank shall be a separate and independent debt, and each Bank shall be entitled to protect and enforce its rights arising out of this Agreement or any other Loan Document and it shall not be necessary for any other Bank to be joined as an additional party in any proceeding for such purpose.SECTION 9.10.New York Law. This Agreement and each other Loan Document and any claim, controversy, dispute, proceeding or cause of action (whether in contract, tort or otherwise and whether at law or in equity) based upon, arising out of or relating to this Agreement or any other Loan Document shall be construed in accordance with and governed by the law of the State of New York. Each of the parties hereto hereby further irrevocably and unconditionally agrees that, in furtherance of the foregoing and notwithstanding anything to the contrary in any Loan Document, any claims brought against the Administrative Agent by any party relating to this Agreement, any other Loan Document or the consummation or administration of the transactions contemplated hereby or thereby shall be construed in accordance with and governed by the law of the State of New York.SECTION 9.11.Severability. In case any one or more of the provisions contained in this Agreement, the Notes or any of the other Loan Documents should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby and shall be enforced to the greatest extent permitted by law.SECTION 9.12.Interest. In no event shall the amount of interest, and all charges, amounts or fees contracted for, charged or collected pursuant to this Agreement, the Notes or the other Loan Documents and deemed to be interest under applicable law (collectively, â€œInterestâ€) exceed the highest rate of interest allowed by applicable law (the â€œMaximum Rateâ€), and in the event any such payment is inadvertently received by any Bank, then the excess sum (the â€œExcessâ€) shall be credited as a payment of principal, unless the Borrower shall notify such Bank in writing that it elects to have the Excess returned forthwith. It is the express intent hereof that the Borrower not pay and the Banks not receive, directly or indirectly in any manner whatsoever, interest in excess of that which may legally be paid by the Borrower under applicable law. The right to accelerate maturity of any of the Loans does not include the right to accelerate any interest that has not otherwise accrued on the date of such acceleration, and the Administrative Agent and the Banks do not intend to collect any unearned interest in the event of any such acceleration. All monies paid to the Administrative Agent or the Banks hereunder or under any of the Notes or the other Loan Documents, whether at maturity or by prepayment, shall be subject to rebate of unearned interest as and to the extent required by applicable law. By the execution of this Agreement, the Borrower covenants that (i)Â the credit or return of any Excess shall constitute the acceptance by the Borrower of such Excess, and (ii)Â the Borrower shall not seek or pursue any other remedy, legal or equitable against the Administrative Agent or any Bank, based in whole or in part upon contracting for charging or receiving any Interest in excess of the Maximum Rate. For the purpose of determining whether or not any Excess has been 71contracted for, charged or received by the Administrative Agent or any Bank, all interest at any time contracted for, charged or received from the Borrower in connection with this Agreement, the Notes or any of the other Loan Documents shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread in equal parts throughout the full term of the Commitments. The Borrower, the Administrative Agent and each Bank shall, to the maximum extent permitted under applicable law, (i)Â characterize any non-principal payment as an expense, fee or premium rather than as Interest and (ii)Â exclude voluntary prepayments and the effects thereof. The provisions of this Section shall be deemed to be incorporated into each Note and each of the other Loan Documents (whether or not any provision of this Section is referred to therein). All such Loan Documents and communications relating to any Interest owed by the Borrower and all figures set forth therein shall, for the sole purpose of computing the extent of obligations hereunder and under the Notes and the other Loan Documents be automatically recomputed by the Borrower, and by any court considering the same, to give effect to the adjustments or credits required by this Section.SECTION 9.13.Interpretation. No provision of this Agreement or any of the other Loan Documents shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision. The obligations of good faith and fair dealing shall be imposed upon each party to this Agreement.SECTION 9.14.Consent to Jurisdiction. Each of the parties hereto hereby (a)Â irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the Supreme Court of the State of NewÂ York sitting in New York County and the United States District Court for Southern District of New York sitting in New York County, and any appellate court from any thereof, for any action or proceeding (whether in contract, tort or otherwise and whether at law or in equity) arising out of or relating to this Agreement or any other Loan Document or the transactions relating hereto, or for the recognition or enforcement of any judgment, and further irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by law, Federal court, (b)Â irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any and all rights under the law of any jurisdiction to object on any basis (including, without limitation, inconvenience of forum) to jurisdiction or venue of any such action or proceeding in any such court, (c) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law and (d)Â agrees that service of process may be made upon it in the manner prescribed in SectionÂ 9.01 for the giving of notice to such party, it being further agreed that nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by law. Nothing herein contained, however, shall prevent the Administrative Agent from bringing any action or proceeding or exercising any rights against any security and against the Borrower personally, and against any assets of the Borrower, within any other state or jurisdiction.SECTION 9.15.Counterparts; Electronic Execution. (a) This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed 72counterpart of a signature page of this Agreement by electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.(b)The words â€œexecutionâ€, â€œexecuteâ€, â€œsignedâ€, â€œsignatureâ€, and words of like import in or related to any document to be signed in connection with this Agreement (including any Assignment and

Assumptions, amendments and other notices, waivers and consents) shall be deemed to include Electronic Signatures, the electronic matching of assignment terms and contract formations on the Platform, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary, the Administrative Agent is not under any obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to herein or otherwise by the Administrative Agent pursuant to procedures approved by it. Without limiting the generality of the foregoing, the Borrower hereby (i)Â agrees that, for all purposes, including in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Banks and the Borrower, electronic images of this Agreement or any other Loan Document (in each case, including with respect to any signature pages thereto) shall have the same legal effect, validity and enforceability as any paper original, and (ii)Â waives any argument, defense or right to contest the validity or enforceability of this Agreement or any other Loan Document based solely on the lack of paper original copies of this Agreement or any other Loan Document, including with respect to any signature pages thereto.SECTION 9.16.USA Patriot Act. Each Bank hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (TitleÂ III of Pub.Â L.Â 107-56 (signed into law OctoberÂ 26, 2001)) (the â€œUSA Patriot Actâ€), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Bank to identify the Borrower in accordance with the USA Patriot Act.SECTION 9.17.No Fiduciary Relationship. The Administrative Agent, each Bank and their respective Related Parties (collectively, solely for purposes of this paragraph, the â€œBank Partiesâ€) may have economic interests that conflict with those of the Borrower, its stockholders and/or its Related Parties. The Borrower agrees that nothing in the Loan Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Bank Party, on the one hand, and the Borrower, its stockholders and/or its Related Parties, on the other. The Borrower acknowledges and agrees that (i)Â the transactions contemplated by this Agreement (including the exercise of rights and remedies hereunder) are armâ€™s-length commercial transactions between the Bank Parties, on the one hand, and the Borrower, on the other, and (ii)Â in connection therewith and with the process leading thereto, (x)Â none of the Bank Parties has assumed an advisory or fiduciary responsibility in favor of the Borrower, its stockholders and/or its Related Parties with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process 73leading thereto (irrespective of whether any Bank Party has advised, is currently advising or will advise the Borrower, its stockholders and/or its Related Parties on other matters) or any other obligation to the Borrower, its stockholders and/or its Related Parties except the obligations expressly set forth in the Loan Documents and (y)Â each Bank Party is acting solely as principal and not as the agent or fiduciary of the Borrower, its management, stockholders, creditors or any other Person. The Borrower agrees that it will not assert any claims against any Bank Party with respect to any breach or alleged breach of an advisory or fiduciary duty in connection with any aspect of any transaction contemplated hereby.SECTION 9.18.Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.SECTION 9.19.Integration. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof (but do not supersede any provisions of any separate commitment or fee letters relating to the credit facilities established hereby that by the terms of such letters survive the execution and delivery of this Agreement).SECTION 9.20.Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among the parties hereto, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:(a)the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and(b)the effects of any Bail-In Action on any such liability, including, if applicable:(i)a reduction in full or in part or cancellation of any such liability;(ii)a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or(iii)the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.[Signature Pages Follow]74IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, under seal, by their respective authorized officers as of the day and year first above written.THE HOME DEPOT, INC.By:Â Â Â Â /s/ Isabel JanciÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name:Â Â Â Â Isabel JanciTitle:Â Â Â Â Vice President â€“ Investor Relations and Treasurer [SIGNATURE PAGE TO THE HOME DEPOT, INC. REVOLVING CREDIT FACILITY AGREEMENT]JPMORGAN CHASE BANK, N.A., as Administrative Agent and as a BankBy:/s/ James Kyle O'DonnellÂ Â Â Â Name: James Kyle O'DonnellTitle: Vice President[SIGNATURE PAGE TO THE HOME DEPOT, INC. REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Revolving Credit Facility Agreement Institution:BANK OF AMERICA, N.A.by: Â Â Â Â /s/ J. Casey CosgroveÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: J. Casey CosgroveÂ Â Â Â Title: Managing Director[SIGNATURE PAGE TO THE HOME DEPOT, INC. REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Revolving Credit Facility Agreement Institution: GOLDMAN SACHS BANK USAby: Â Â Â Â /s/ Robert EhudinÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Robert EhudinÂ Â Â Â Title: Authorized Signatory[SIGNATURE PAGE TO THE HOME DEPOT, INC. REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Revolving Credit Facility Agreement Institution: MORGAN STANLEY BANK, N.A.by: Â Â Â Â /s/ Katie BodackÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Katie BodackÂ Â Â Â Title: Authorized Signatory[SIGNATURE PAGE TO THE HOME DEPOT, INC. REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Revolving Credit Facility Agreement Institution: MUFG Bank, Ltd.by: Â Â Â Â /s/ Reema SharmaÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Reema SharmaÂ Â Â Â Title: Authorized Signatory[SIGNATURE PAGE TO THE HOME DEPOT, INC. REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Revolving Credit Facility Agreement Institution: BARCLAYS BANK PLCby: Â Â Â Â /s/ Christopher M. AitkinÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Christopher M. AitkinÂ Â Â Â Title: Director[SIGNATURE PAGE TO THE HOME DEPOT, INC. REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Revolving Credit Facility Agreement Institution: DEUTSCHE BANK AG NEW YORK BRANCHby: Â Â Â Â /s/ Ming K. ChuÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Ming K. ChuÂ Â Â Â Title: Directorby: Â Â Â Â /s/ Alison LugoÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Alison LugoÂ Â Â Â Title: Vice President[SIGNATURE PAGE TO THE HOME DEPOT, INC. REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Revolving Credit Facility Agreement Institution: U.S. Bank, National Associationby: Â Â Â Â /s/ Mark D. RodgersÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Mark D. RodgersÂ Â Â Â Title: Senior Vice President[SIGNATURE PAGE TO THE HOME DEPOT, INC. REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Revolving Credit Facility Agreement Institution: Wells Fargo Bank, National Associationby: Â Â Â Â /s/ Bina BarnesÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Bina BarnesÂ Â Â Â Title: Vice President[SIGNATURE PAGE TO THE HOME DEPOT, INC. REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Revolving Credit Facility Agreement Institution: MIZUHO BANK, LTD.by: Â Â Â Â /s/ Tracy RahnÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Tracy RahnÂ Â Â Â Title: Managing Director[SIGNATURE PAGE TO THE HOME DEPOT, INC. REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Revolving Credit Facility Agreement Institution: Royal Bank of Canadaby: Â Â Â Â /s/ Michael Santana-MondoÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Michael Santana-MondoÂ Â Â Â Title: Authorized Signatory[SIGNATURE PAGE TO THE HOME DEPOT, INC. REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Revolving Credit Facility Agreement The Toronto-Dominion Bank, New York Branchby: Â Â Â Â /s/ Victoria RobertsÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Victoria RobertsÂ Â Â Â Title: Authorized Signatory[SIGNATURE PAGE TO THE HOME DEPOT, INC. REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Revolving Credit Facility Agreement Institution:TRUIST BANKby: Â Â Â Â /s/ J. Carlos NavarreteÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: J. Carlos NavarreteÂ Â Â Â Title: Director[SIGNATURE PAGE TO THE HOME DEPOT, INC. REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Revolving Credit Facility Agreement Institution:Citibank, N.A.by: Â Â Â Â /s/ Kenneth QuinnÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Kenneth QuinnÂ Â Â Â Title: Vice President[SIGNATURE PAGE TO THE HOME DEPOT, INC. REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Revolving Credit Facility Agreement Institution:HSBC Bank USA, National Associationby: Â Â Â Â /s/ Alexis RomanoÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Alexis RomanoÂ Â Â Â Title: Vice President #23660[SIGNATURE PAGE TO THE HOME DEPOT, INC. REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Revolving Credit Facility Agreement Institution:THE BANK OF NEW YORK MELLONby: Â Â Â Â /s/ Thomas J. Tarasovich, Jr.Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Thomas J. Tarasovich, Jr.Â Â Â Â Title: Senior Vice President[SIGNATURE PAGE TO THE HOME DEPOT, INC. REVOLVING CREDIT FACILITY AGREEMENT]Bank Signature Page toThe Home Depot, Inc. Revolving Credit Facility Agreement Institution: THE NORTHERN TRUST COMPANYBy: Â Â Â Â /s/ Kimberly A. CrottyÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Name: Kimberly A. CrottyÂ Â Â Â Title: Senior Vice President[SIGNATURE PAGE TO THE HOME DEPOT, INC. REVOLVING CREDIT FACILITY AGREEMENT] EX-15.1 5 hd_exhibit151x7282024.htm EX-15.1 DocumentExhibit 15.1ACKNOWLEDGEMENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRMTo the Stockholders and Board of DirectorsThe Home Depot, Inc.:We acknowledge our awareness of the use of our report dated AugustÂ 19, 2024 related to our review of interim financial information included within the Quarterly Report on Form 10-Q of The Home Depot, Inc. for the three-month and six-month periods ended JulyÂ 28, 2024, and incorporated by reference in the following Registration Statements:DescriptionRegistrationStatementÂ NumberForm S-3:Depot Direct stock purchase program333-274395Debt securities333-259121Form S-8:The Home Depot, Inc. 1997 Omnibus Stock Incentive Plan333-61733The Home Depot Canada Registered Retirement Savings Plan333-38946The Home Depot, Inc. Restated and Amended Employee Stock Purchase Plan333-151849The Home Depot, Inc. Amended and Restated Employee Stock Purchase Plan333-182374The Home Depot, Inc. Non-Qualified Stock Option and Deferred Stock Units Plan and Agreement333-56722The Home Depot, Inc. 2005 Omnibus Stock Incentive Plan333-125331The Home Depot, Inc. 2005 Omnibus Stock Incentive Plan333-153171The Home Depot FutureBuilder and The Home Depot FutureBuilder for Puerto Rico333-125332Pursuant to Rule 436 under the Securities Act of 1933 (â€œthe Actâ€), such report is not considered part of a registration statement prepared or certified by an independent registered public accounting firm, or a report prepared or certified by an independent registered public accounting firm within the meaning of Sections 7 and 11 of the Act./s/ KPMG LLPAtlanta, GeorgiaAugustÂ 19, 2024 EX-31.1 6 hd_exhibit311-7282024.htm EX-31.1 DocumentExhibit 31.1CERTIFICATIONI, Edward P. Decker, certify that:Â 1.I have reviewed this quarterly report on FormÂ 10-Q of The Home Depot,Â Inc.;2.Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;3.Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;4.The registrantâ€™s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act RulesÂ 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:a)Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;b)Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;c)Evaluated the effectiveness of the registrantâ€™s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; andd)Disclosed in this report any change in the registrantâ€™s internal control over financial reporting that occurred during the registrantâ€™s most recent fiscal quarter (the registrantâ€™s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrantâ€™s internal control over financial reporting; and5.The registrantâ€™s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrantâ€™s auditors and the audit committee of the registrantâ€™s board of directors (or persons performing the equivalent functions):a)All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrantâ€™s ability to record, process, summarize and report financial information; andb)Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrantâ€™s internal control over financial reporting.Â Date: AugustÂ 19, 2024 Â /s/ Edward P. DeckerÂ Â Â Â Edward P. DeckerChair, President and Chief Executive Officer EX-31.2 7 hd_exhibit312-7282024.htm EX-31.2 DocumentExhibitÂ 31.2CERTIFICATIONI, Richard V. McPhail, certify that:Â 1.I have reviewed this quarterly report on FormÂ 10-Q of The Home Depot,Â Inc.;2.Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;3.Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;4.The registrantâ€™s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act RulesÂ 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:a)Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;b)Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;c)Evaluated the effectiveness of the registrantâ€™s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; andd)Disclosed in this report any change in the registrantâ€™s internal control over financial reporting that occurred during the registrantâ€™s most recent fiscal quarter (the registrantâ€™s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrantâ€™s internal control over financial reporting; and5.The registrantâ€™s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrantâ€™s auditors and the audit committee of the registrantâ€™s board of directors (or persons performing the equivalent functions):a)All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrantâ€™s ability to record, process, summarize and report financial information; andb)Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrantâ€™s internal control over financial reporting.Â Date: AugustÂ 19, 2024 Â /s/ Richard V. McPhailÂ Â Â Â Â Richard V. McPhailExecutive Vice President and Chief Financial Officer EX-32.1 8 hd_exhibit321-7282024.htm EX-32.1 DocumentExhibitÂ 32.1CERTIFICATION PURSUANT TO18 U.S.C. SECTION 1350AS ADOPTED PURSUANT TOSECTION 906 OF THE SARBANES-OXLEY ACT OF 2002In connection with the Quarterly Report of The Home Depot,Â Inc. (the â€œCompanyâ€) on FormÂ 10-Q (â€œFormÂ 10-Qâ€) for the period ended JulyÂ 28, 2024 as filed with the Securities and Exchange Commission, I, Edward P. Decker, Chair, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. SectionÂ 1350, as adopted pursuant to SectionÂ 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:Â (1)The FormÂ 10-Q fully complies with the requirements of sectionÂ 13(a) or 15(d) of the Securities Exchange Act of 1934; and(2)The information contained in the FormÂ 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company./s/ Edward P. DeckerEdward P. DeckerChair, President and Chief Executive OfficerAugust 19, 2024 EX-32.2 9 hd_exhibit322-7282024.htm EX-32.2 DocumentExhibitÂ 32.2CERTIFICATION PURSUANT TO18 U.S.C. SECTION 1350AS ADOPTED PURSUANT TOSECTION 906 OF THE SARBANES-OXLEY ACT OF 2002In connection with the Quarterly Report of The Home Depot,Â Inc. (the â€œCompanyâ€) on FormÂ 10-Q

(â€œFormÂ 10-Qâ€) for the period ended JulyÂ 28, 2024 as filed with the Securities and Exchange Commission, I, Richard V. McPhail, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. SectionÂ 1350, as adopted pursuant to SectionÂ 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:Â (1)The FormÂ 10-Q fully complies with the requirements of sectionÂ 13(a) or 15(d) of the Securities Exchange Act of 1934; and(2)The information contained in the FormÂ 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company./s/ Richard V. McPhailÂ Â Â Â Â Richard V. McPhailExecutive Vice President and Chief Financial OfficerAugust 19, 2024 GRAPHIC 10 hd-20240728_g1.jpg GRAPHIC begin 644 hd-20240728_g1.jpg M_]C_X2B'17AI9@ 34T *@ @ !P$2 , ! $ $: 4 ! M8@$; 4 ! :@$H , ! ($Q (< <@$R (4 M CH=I 0 ! I - "OR G$ *_(" <0061O8F4@4&AO M=&]S:&]P($-3-"!7:6YD;W=S #(P,3 Z,#(Z,C8@,3 Z,3 Z,CD Z ! M , !__\ * " 0 ! (<* # 0 ! (< & 0, M P $!@ 1H !0 $ $> 1L !0 $ $F 2@ P $ @ M @$! $ $N @(! $ "=1 $@ ! 2 ' MV/_@ !!*1DE& $" !($@ / M Q!9&]B95]#30 " ^X #D%D;V)E &2 M ? _ ; (0 # @(" D(# D)#!$+"@L1%0\,# \5&!,3%1,3&!$,# P,# P1 M# P,# P,# P,

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MLFY#B:)(8& _"B$$N'G KAQ*Y')XA%+$Q6,G2&QW64_FG"><.&=5E[6)RFE3 ME0ITIFM'DH5>I6TAD#-'@FZFCBDM:6[FC,4*:'&$APG#MF']]!.PU&1 I)>= M*F95H/J(NVA4G6MSJ6I2FA-=R&PSEO]&QVVQE%0LTFW+DO,* G"YAL3"[6$\MLPFP#6-_KL2<4V6-JDR'VV>%I=MRRFF$H;A<_VMMG@5&)&SJFOTL3VS9F%P) MKW 4AHS":F"[O?ZOA6+ZN.>;LF3XLY.')6;BKDYR%VC:J7-<76K"I3Y%BVPW MHCXKQFP G*@);72AE^^KW2.96"M!'6"9[Z.;'9Q:>^&OG=::_UR#WA";?M< M6GDL;^Y%4WH/<;LK WK?!2[P' N>FNJ/G%R>K:7 MTW*:>OF$/W.V>T)OP73/>Y5:1'7D>^Q#GG6?&RZ*6Y=MA,JHFF^RA#.6,7#L@Y":UW(;@OYN>'-/@H!9)W1X@@Y"A75N@9\HD76W@2X& M#WB%@#&XKFS1CRFG)VXRC<.4OV]\C%"!;'"XBM]M1G'WB818&G,TB%)!J'0M MASLGWG1$AGD%M'=D@VRW>&N6F9JE]&S_EVV3CVY-E2. 0V^1DMIL,'#9D*]7 M*7(6CK= XG,3C1(G/G+[C%8%9W;>@Z>V@FJ;I!2D_&P(H222DFU4G@5_26Z: MFN9K1V_KE_E68'$NE59/G(?DS@FO''>DB,%)W=*@WRURVG?KI>D/FM,JN>1 MQ6R1IOA^=FW/HP9J=V\BGV%5HW!NG#<_IG%=F?,F27#JEN($]'>A@UFU5FEBMN22CN&K)M+>1(VO^K_A]QFTOJSYISVYZIO)5#V_%HV<_&'"NH0TEQW 5F8L$ MRG?G@SVP<'S_9*R@37T=9QV/$7U4:5=\EGV<:V=H_GWQ;6541'Y6;U,^$7[5 M<0\D '^K'&N'7C5>)&=X'E->1F,OGFV>9%Z2WHF M>@!FY']<>G929GL?>NT\<'N=>TPBG'P">U0!?7XK?%>LN'<0@F><8@B6+ M-W@6@<]X^GB6@7)EKGDG@2916GF\@.4[CWHZ@*,AYGID@%8!2WW1?[JK9G67MC$";('8JBT")Y7:TBB5WL7< B0!DG'?7A^M09GA]AOLZQWCZABLA27CHA8B[8 _7Y5@*NI<'-XH"^9)707G;Z'ZG2CFQ9UP74UF&5BS'7:E>). MVW: D[$YBG;KDB@@479SD,PWWZ'@)>HRG+!]CF8PX)KKF@BX'9=M619H&(=XN!78$[>"MP$H$#>,!=P(#>>55* M.(#7>>0U!8#S>D\;-X&:>BP (?CJ?9H 9@"60,W_=@"* %W^G@ -O$W]Y M?]Y']^?Y0:RG_A?U< (@ ">.WZPB7V/)'Y]B,]_ M!WY0A_]MY'XKAQU;UGX>ADI(D7XRA9DSLGY"A0T:.7Y9A0P (@ "=1'V0 MDNZ.)'UED95^"GTZD]L\GT9CG=:]7T.C/A'UWT9B[$S''TDBMT9QWS[BF8 M (@ "-67R&FFE]/7Q7F"VL)GPTE>1-'PND\E'-'PXD@HRI7PK MD289<7CO'CMD (@ ";Y7O[I?.,MGO$N=HHI;T<3R(R;;Q0 (>D"4$(M M;'J&*XOW;?YW#HKE;VAFRXGT<,!568DE<@M"D8B3%'(I-=@YV&(E(=L1EU(AD=W!4?8>?>!!UX<3>+DM28;N M>1\3 XA_>)H (@ "2+(FX??N$"XBR?B1T\H?!?C5DZH;B?CM3J88N?D=! M+H6I?E4LRX5V?E02N8:@?@8 (@ "1,(A,ALR##X=3AE=S_(9KA<-C]862 MA1U2]839A(% G(1C!D M (@ "/((6\H;Z!"839GY9QZ8/AG1MAS(+TFHM0U8(WF%H^N8&REO0(*$ MED81LH$1B_< (@ ".OH5%JO> EX1EJ%=Q8X-BI45A/XBHB%06(&7GY@^ M5H$*GF4JFX".FS41<8!%B\L (@ "?)B=8Q5Z:9:895EL1)3C9WA(JVY!1=AY+#([U=M0Y+HWZ=W0E#HW4=[L+'([(=WT M (@ "%2).P?!9W_I"\?$QIS)!=?'-:IH[:?)=*2XV,?, XD8R4?.4DG(Q8 M?.8+ 8R\?0P (@ "$;Y)=A%EW*I"QA =H^(\8@Z%9QHV:@S%)J(Q!@LDX M!8M1@HX (@ "#NI%'C,AVM)!HLNB/TWG(HEB%LCZXG B&L*V8EGAA0 (@ "#)I!TE41U\8[=D_!G MO(T[DF)8AHNHD,5(:XI-CV@W%(E"CI@CGHBRCL8*QH@=ATD (@ ""L8_6 MG]8!(KVE\Q'ZHF3EAHVCXB,E6LC-(?IE!4*MH<0ASX M (@ "'"6H]DIH1U%HW.I%MFRXP7H<=7D8IGGR]'AC(WG5(V//(?EG' B[H:DXP MXIC^:\,<@9G!;#\#WYBA;+X (?]!Y_*%!:GMMH)[,:^)@-)Q_;4%1N9I= M;I5" 9B ;](PHY=*<-0<9I?/<0<$()80<=((@ !Y:Y^BAUL,IN[>F%>S9EX>IQ0?)=8>MQ ()6!>QTOTY0\>T\;]Y1G>S$$=)' ?$P M (@ !X&YR_@>]KB)IR@;E>'I@U@79/R)83@2U :)0T@/@O9)+O@-P;M9+U M@-@$CH_]@)T (@ !WAINZB=]J^IESB3A=DYD,1=%998CX9.NI0K MCD@_;)9) C4XNQ)#*C/0;AI!EC*0$QXTI@SL (@ !VLYI%F>MJ2Y@&F(-< MW96NELM.-H'MW98-':-4[9U3<7-4F*2T19]M5Q[1/:0))DK$5:C@\;ZX+:V8MY:N?;&0<*L*;+H(\:P) M;&D)(7=VX (@ !@ZK8+;NQ5=[*_;Y))7:]R<$4\0ZQ1<0X (@ !@JK1D==A5);$:=AE(_:W0=F$\!*JK M=KHMJJ@@=PL=%ZB2*9:)* MAH@ (TS@ (@ !?V;!7DD94LJS+D7Y(F*E(D'8[A:7YCXDM2Z-!CV4= M&*'LCKP*?*$?AQ< (R<@ (@ !?P:_=F:!4NZPLF+U(HZB1EX$[AZ4T MEH0M4J)MEBT=,Z$!DTX*DJ BAR8 (P @ (@ #!$V<57^VNTVDY8K2; M[6L^96"((FTD9^YS:6[X:FE=MW"Y;-%&GW)%;Q LSW,F<-T*!8J<12_(&0E M:M&M2V:*;(6:CFB_;BR&Z&K2;\MR1FS/<6!KAF0@=DZ9!V9]=0.%%Q;@6SO>1%$RFYPM>:\&#V[9>@H(Z7+<>BV[=U]+@%VIN&'U@ ^70V1L?\B#[F;!?XUOEVD!?VE: M4FL8?TU#SVR^?RDJ0FSD?NT(=G&S?H:YS%U5BP2H(& 7B=R5LF*FB+6":64, MAY=N4F=BAHY9-6F0A:="YVLYA,TIB6L9A!H(%')9@C^X<5O E;.FU%Z2D[N4 M<&$MD;6!,6.BC[9M+68#C=18/&@WC!U"&FGCBJ HY6E^B;$'P7+EA3ZW7%IY MH&.ES%U6G9Z3:E_UFKJ,6)PE]YL/63>E3%7:F<:DL!!<6B[D*\H8&@7C\H' M?'-9A=!*EUZE_JPZE!5QBIWR2G%[^H[Y_7V%VH AK;F/GG)E6K68LF8] UF?) MERBF7!/8C&1#G&G9.E^:'+V M9W=JM'0 _:>U5Z76!;$T_O':D;GVW/:XR0 M &]0;5!]:W"];O]IPW(@<)]5#G-XVT@=;A[]FZM=HQH>G P=V!3[7&A>"X]_G+)>-PDAW+F>28# MF7GK>D:NDF>"?A^>)FEF?BV,VFLA?BYZE6S'?BEG.&YI?CI2V6_N?CL]"$7 M?CPCTG#A?A #6WI3?BNM$&6?B$>8AXN+;&EIAKIY+FL@A>%F$VS1A151 MUVYLA&<\2V^2@\]J(V'L MINV3S&/^H^F(A&79H*AV5F>?G6)C8&EJFF%/@&L4E]$Z;FPAEA8AR6JJDY " MMWMJ@=:IK6%%L1^91F-4K5N'Z&4BJ4UUL6;G>O8;J&-'A<9'1TIWD49OMA\'G3:6=. M!GJ;:[RWP[;M, ('1Y:(V56G54:HZ% 78E;&ESBW;V M;B=@[G?+;]5-(GBC<6PWPWEF*'G8%=^T=G7>2> < (>QBAQ&_U M> _>2C7$7?$^"6'(??(QQ&7,>?+E>N'0E?.E+/'4>?1@V-775?38<\W5W?0, M (?J*@;&XFA9R1.&]:A3N!"'!UA+=OU'&#A!]=M'*4@Y!*57.?@Q;6N F1.//&S(ET=_%&WNE3]M\&\+ MDR=;[G ND31'W$WCX@T67'%CG$;D'!=C5@ (@ "=Q&K6HM..BFOCH%=^ M6&T%G9%M-6X=FKQ;-F]"F"M(,'!2EADST#4E1\;.F\UD7H (@ "=5&GQ MK)>.*&L]J7)]P6Q4I?)LEVU?HFM:I6Y]GTU'M6^*G0,S5F__FW@:Q&Y'DAD M (@ "84'^77EJ*27]P849[&'JX8_AJEG^>9G98V'_7:-5%QH N:PTPY8"^ M;-X6M8(];30 (=ER74WT;9YB)1GTY::1Z 7UD:X=ID7V<;4U7[7WC;OY$ M^WY!<(\P.7Z]<F>6.7K7<+Z(7L@<@%XY7MB'NP M=#=6^GP(=3I$+WQP=BDOEWS;=M@5Q7U(=H4 (??.5!7C$>>>&O'D]>G)W MEWF%>MMG>7GA>SE6$'L.>XY#<7K >]PO"7L;? H59GL=>Z8 (@ "3TW<' M@PZ%KG=_@O-VA'?J@K!F37A2@E)5'WC'@?M"EGE(@;0N5WF2@784Z7E-@5, M (@ "2U'6DCNJ78FBX=UA':7BI%E6'<&B8-4.G=^B(-!X'?VAZXMQG@P MART4@7?&AJ8 (@ "2!W2"E8F#VW4,E"-TMW5]DGQDD77ND,%3?79LCRE! M07;BC>$M6G;\C5,4.79^BQ8 (@ "1:G.@GLR#-W0PG,IT"W2>FGACYW4(MF!-2UW6&E?- H78 E&8LVG8'D_X3]75WC7X (@ "0_7+]]!R"NG./I8IS M?7/THI-C5711GX]24W3&G/U ,W4YFVHL;'4SF8P3BW2TC3< (@ "++(A^ M7?!^$8>M8,=OTX<=8VI@1X:9=M/=(9Q:"<]*X9F:CLHO(;M:[D.!HC^:T< M (>=.*488T9JU].H6D:+5N[(4M:II?=X+S)=LN(%X>2I=A($R M>:A- ($->AX[(X$'>H$G+($R>]L-9H'1>ET (@ "'2H!6@(MY_8 ;@*-K MPG_?@)9AU9+C7XWAI7W,D09J1WV-C[=;#7U.CE!*W'TIC0\Y9GT6C*PE]7SC MC#H,ZGTRB)8 (@ "%(GT=FM5WYWS[F41IL'RWEU]:>7QOE6)*27Q&D[(X MTWPTDK$E@GOFDDH,RWPGB*8 (@ "$N'Q_H[%W='Q@H:QI+WP3GSA9]GN\ MG+%)UGN'FJPX=GMKF> E)GL,ER,,BGM?B'H (@ !^0Y'Y769QV1"18!ID M:8]Q8J95NHZ#90=%OHW#9SDT'XUR:1L?THY6:A<&3HZ9:A0 (?,M]>X_H M9:AQ*HZP9Z!CLHV9:7]5&8RD:T-%-HO<;.4SM8M];D4?CHPG;N &:HOV;O M (?]Y\KHW7;=%P.HS%;R-BY(N\<&)43HK0<8Y$BXH-EO1(KN=]IAWHGY=U13A8D3=_%#UXA=>'LR MHX?V>.<>W8A&>.T&?(>2>;\ (@ !ZZ8I*?@5N>(E8?D1A&8AK?F12L(>. M?FI#48;+?FTR-H9G?G<>G8:,?F,&C(7&?J\ (@ !Z(HCZAD1MN8@6A?M@ M7H;H3YA#L&D80\@ML (@ !Y@X?T MCHQM.H<:CBC(>*8.CBHD&BX+SA&P M (@ !Y!(ZH2XF\90@H.EF:)!-H+"F"4P MAH(FE[8=@8&OD_,&?8$4A&, (@ !QKYO87+)E\9GW7!9.YA@8;1+3I;\ M8_L\"I7:9@%9\<),-;\ (?TIP]YH.9(QE9YA*Y]8 MM):B:$!*X94C:?@[MI/J:X,JKY-N;*L6,)47;)0 +Y"^;K8 (@ !P3Y@3M;$)DHI9J;8Y8#I3+;LQ*/Y--;_L[-)(1<0D]5I&'<40 (@ !NUY2;>Y!C%Y,,>^)6<9&"?!U(T))?$,Z$H[/?&'1'LXV_B14Y!HQVB'8HSXN=B%$5=8OCB 0! X??@*\ (@ !M0I&+ MDPIAL9 7DC55$HYYD0%':8S3C[$XO(MTCM,H<(J>CP05&8K'C* !&H;1@+X M (@ !L[Y#XFPYA7X]]F?A4N8W4F%']$(P@EK$X=,,,CIH9=%4 (D4> ^4 M (@ !C#'I]N>/!7X9U3>5A+WIL[>:T^XYD_>>PPM)>I>B<@39C$,CI@! M>BH (?1?YP (@ !BD)XL@%97<9P6@&%+=9GX@$@^?)?S@!HP599.?_H@ M)96B?_@,E98>@!$ (:T@ (@ !B)ITMA[J7&9L8AWE+))CPAO@^*);< MAF8O^I4RA@X?YI1MAD0,K)1TA0T (7.@ (@ !AU9Q>CRM6S)I*CIM* MTY@\,OY'LB)) (2<@ M (@ !9([&M6F1.&J]2T(U"9*T97]HUG*L88)XG+*GC8B,5DZMA8F@#1:FV M8UH (CG]9V 5 MZJC/9W #TJ: _:%$ (>@=K((@ !8"*Z2:&A-2JP+:9!!T*F!):K0U.*MT (@ !7KJRG;SI,WZHF;_U! M5Z>H<+DTYZ55<6TFWZ.\>>P6'J1.<:L$A*%<.$ (0^@ M (@ !6_ZFM?2-,4*@ (@ !6NJB@A"U,*:82A!9 N:-U@\0%:IAP@ZD (& @ (@ "U)F%3 M6;*C_F/170.2-F8O8#=_AFAQ8TQKWFJ?9D97*&RN:25!*FYB:||GZV[:;=T& MN72C;L6S*EW.9&&B<6":9JR0UG,V..9^2V6N:Q'JNF@-;2A6'FI ;RY -6O| M<08G&&P2"*O=%?E>8&>W5L6>=R-C%X)>CE[66#2 M>I=H%&-_>P%3U&7J>VL^3F>H>\0EEV;=>^L%U78D?)JMOE5X&_*=1EC.@W6, M!%OC@O9YWE[%@GEFXF&,@@A2R01@:\]=F7*@5(0DI/F2$@1$%G7:#@&VL4E-V MCF:;JU;IC1B*S%H4B|!XN%T-BFIESE_DB2A1YV)PB H|OF0EAQDD8F)UAIT% M;G;3@Z:K+5'/F-6:ZE58EK):I'%B1E(-WREN8DEED[UZ D%11)&$4CH4|*6*X MC0PC\&#(C*(%1G<6@Y&J4%"$HS::'E0;H$.)"E=:G3=W#%IDFCMD-UU4EX!0 M>%_QE1X[G&&*DU8CCE]LD>P%)G=,@WNIP4 ^8K769DE,TJ:"(>%9LI;EV>5EP MH?ACL%Q>GIE0!%[ZF\4[*&! F@4C(EY%EAX%#7=W@VJH%VC;64F88VJI7*^' MSVQK7^9V)6X?8O!C96_*9=Q/?W%?:*7-&>E9>2&O6F::#%U+6MV:F-B@&U";'U.LVI;Q;G|Y=' ^<$4@6W "<4P! M+GX!<|>DWF*(;8Z5?V39;PZ%-V;[<'ASN&C_<=1A.&KO&6C-%_7=XB3U6)0>#"'#EF24>,=R7V:X>5%?_FC->=Q, MC&JJ>F,WJVOF>L|> ^FJ=>N$ _7Y4?&:AJ%U_@7V28& 9@5V"+6)|@29P_F2X M@.)>Z&;A@*1+EVC4@':VAT@!T ZGYU?}2@8UN0BWN1*UY"BI:! M"6"XB9)OZ6,)B(-=YF5 AX)*R6G5B[GV&/'5?8J3:.ZEJEI@Q^PUTCHJ=MLE]|GTY;T&'$G%A(MJ6|"F@,U7',7&!J9W+Q7Y!LO'0; M8HQ:X75$961'P79G:!,R\G=H:F 97G?:.UH (N*7!&@%=9F(P6G+=GYY@VMG=T9I.FSL=_E7OFYL>*-%%F_">4$PQW") M>;<7RF_L>8P (?G&5H&7&?PZ'9V>F?SQX,VE>?T9G^&KY?SE6QFR(?RQ$ M.6WM?R@P&FZ>?QX74FX&?O (@ "4>V/JB)*&3&7?B IW)F>FAU9F]VE3 MAHQ5UFKMA)5#6F2C'U"UFKTBU8O%6MJBJP6G6LCb<< (@ "2WF$N MFXF$LF,[F:%UCF4.EW5E;F;#E3I47FAMDSU"+VG2D;(NDVHND2465FH5C>4 M (@ "29F!-I/.$+F)=HF=T^V0IGX1DV676G)Q3V&=ZFA=!P6C9F%,N(FD8 MEV 5Y6E,CLX (@ ".?'CG6+&!)WE27 ERMWGA7RAB_GJ$8A-2 7LQ9-0_ MG7OO9UXK/'S%.5L0WGY0:6 (=@F-4G7A8;J $':99$!QG'=291MA_7@/ M:--1'WC/:NL^W7F5;-_JGWT;D 0B'N%;?8 (>A^,'7,;:K5^O70);'EP M>W3C;AU@Y76[;Z)0,G:/<1(^&G==&D0 W;L=_M (@ ")DVYK?*Y\4&^9?19N"W"I?5=>N'&E?7I.77*>?9H\BG-]?;HHW7/& M?<,/H74E?9X (@ "(B6RDA;9[1VWCA7IM#F[_A0Q=QW)A()-?W$'@_\| MXW';@YDH6W'_@V4/6G.A@OH (@ "'LFLLCKIZ=6QYC=YL06VG%%;T&RAF=Y+IVV=E](Z16Y?'EJXG%6X)E64.IW"1B>@ M (@ "!UX&+6%UU6(%86Y=GQH%:7J%8[(%)87=(P8&X9!LW X(G9G$BT8,= M9_@(YX2D9]) (>7. RWZ9B.)T:[*8U]FU'[%9;58%W]>9^=("W]@:?(V M<'_*:[D8X"$;,D(WX'1;)H (?09_NGP-:5US.7Q6:REES7R7;-A7&7S<M;F9',GTM;]@UOGV6<1,AYGX8<;8(Q7^&<9L (@ !^F'FF<) M>DMP^7@+>MQCC'AY>TE5+'C:>YE%M'D_>^$TBWFI?!LA&7G ?" (JGNA?)8 M (@ !\CW77@MYP+'9K@M]BS7;A@JU47W=&@EQ$Y7>L@A S\G@"@=\@GW?C M@=4(@WH?@5P (@ ![RW1QBVIO9G40BMYB#'6)BA!3I77QB2A$-'98B%TS M7':@A]D@2G8[B \(98E-;Z()%9M#H#]>2)+78"W>9@]D[W] @^5?PKZ("I>D(82(# >A,";H%$>) (@ !PIG^0 M?]D[W] @"-84G]5@="*M7\A@ P!\W[I?^48,WJ[S?^@"C7^]? (@ M (@ !OJGXYB MD87XZA|97SWX-ASU**WW*AI0[9$E8; D;O]/8HO)<'I"98L%<3PS[(J)H (@ !EKXM]=4Q:EHJ]=A5.FXGQ=L)!GHDN M=U S9HB?=\@C XBB=_T/#(E3=Y0 (%.?.4 (@ !DJXGB?/!9[HDP?4M. M (AG?7M!"8>??8TRWH<$?9DBV8;,?:,/"X<2?;4 (;@ (@ !D6HB(MA(M94H?FA'=-:(<@A"] =H94@] R6H6P@XHB@(58@XD/,X4A@T< (@ M (@ !CWH> C$59#8;OB^5-+X8?BR1/X4LBCLR+X1GB; B-H0&B@$.Y8.@ MA_ (@ (@ !C?(:QE!E8K88ADWQ,RX5-DE_,X81/D08QXX-SD&XB M H+MD"H.VX)=B@L (@ (@ !,((0]9Z(Y!9:$:28JZI7%:E8:)I:'K4'%Y6<:N0 ("7=Q0 M (@ !:MIA :U!0.);G;)Y$T967;V4 (@ !:#9),D-#L9(N>I4W49#I M>L,IF) $>M\9<9 M>LP'.XWX>]$ (@ (@ !8\)-K@1-.EI(^@3M# M3)#]@2,V]8^7@.PI+HZE@,X9((ZI@.L'4(P<@. (@ (@ !8B))< MB&!.+Y$ZB#M"YX_FA\0VD(Z&AS8HW(U^AP88MXUSAT<'*XJCA-D (@ M (@ !8-Y&.C^5."9!RCZ-"PX\5CLXV;XV0C=LHXHQ7C<(8^2P(C*$'7S(NA:// M8/<@6Z-M8BL.QZ6R8@<) UL914 (=?@ (@ !//:938>]%+:268XXZ M0:+K91@N$:%^9GD@$Z$'9U8.T:+A9PH)K>:>X (>CP (@ !.QZ0+ M:*=$HZ)9:=XYI*"V:P$MH9]); ?P)Z_;)$.QJ _;"@)AW;RL (??\ M (@ !.2Z(+;W%$*Z!K<$X5,Y[%<1$M*V1U,<:0?C)RE=Y$?6)K7=YP. MV)NI=UX <9/:>E0 (@ (@ !-B$0 W8]G@)8 (@ M (@ "ISEKJ4ZF9K5W'5WR(\V"&6S5W4&,L7LQDJ&6Z8D-0X6@5994[PFG=M:*,C)6EP:ND#YWEG;,NGPE:C7B"8%%G@8/Z'AUSN8\9V#5_89GAC@&*?:1!/ MUF4B:XTZTV;G;= B9678;VP#R'F<<6>EW%+,;(V61U95:G.%^UFG;$QTE5S&M;AQB,E^[;]].MF)><9 YY608E,@<]J$ M/%:A=-1S'UGQ='@A"F $>/D#E7GR>O6B,DQ M?1V2X%!(?42"OE\)?6AQKU=M?89?Q%JS?:I,GEV(?=@X.E\A?@$@>EW)?AT# M@?H4?M^@L$FDAUF1BTW=AK"!D5&YA?]PG55.A4Y>PUBIA*E+V%N)A!XWF%T- M@[,@ 5OT@Z #<'HP@BN?=D=QD8J0>$O3D V GD_/CH=OQ%-_C0I=]U;QBZI+ M)UG8BG8W&EMB8\]?IUB98#8GI(@DF>A$6LFZ2/HTHNF4Q_X$X_EO!O&E'_ ME*M=5U5_DI]*CEALD-\VFUFYC[?55E CM4#5GI<@D*=XD1?I8:/#TCPHDE_M54T)GQ5NFU#.G!9_EA$DO\#37IK@CR=AV(F M4X".I&1E5UA^]F:56P9N.FBW7HA<86K%8>9)46R1919;A&>W:'=(DFFV:N0T%VL# M;0)5;9VI-;B (1%^V M=)U9"&)%=:=&=61Q=J0R866%=W8:*V4[=[8 (>Y:6N%0%>NR(=5==>U]Y M25IJ>[UI'ET^? I8 E_J?%9%CF(H?*0QK6,;?.49L&-$?.X (?Q*59%&" MA+6'/%4!A&1X*U@Q@_IH%5LE@X)7#%WC@Q)$U6 D>KDQ&F#T@H$92&&E@J$ M (@ "444]HCG.&/U,&C5]W0U9/C"MG/UE:BO)60EPKB=1$*UYNB.8PJ5\4 MB%(8_&!-B$D (@ "3@4VXF!J%>U%MED1VB%3%E$EFD5?;DE)5G5]WD)-# MC%SZCRTP+%UXCGP8N5]YC.T (@ "2]5WGP1U.3G$1F!U:K MF9E5)5F(ETE#+%O&E8TOR5P3E/L865YFD'8 (@ "16&FL4V*#GFM,5R]T MV\SP6LQE&VZ07C=4$' C87A!K'&89(M=7*E9PD3T7/&9|< (<>2/RF7# M7+Z"4V? 7[=SMFFA86HED VMO93=3&6TG9\! V&ZN:AHLQV^2; (387#G;%(M (=I6.2V(J9B" W61R:$ERCV:,:E=BZ&B!;$-2*6I6;A= %FOK;\4L.6RE M<143$FY=<0\ (>K.,MU[H;VY_4V%H<-=P_F.K+15P,>+AJ\EZU>6EOK6$@>?Q@8&-9 M>G5O$&5L>N8^1V<7>U$JT&=H>YT2-&IZ>V\ (@ "*$5F@@@A\TEQJ@@=N MHE[R@=]?96%&@:!/)V-G@60]G64+@3LJ364D@2P1YFCW@3L (@ ")&5>9 MBT][YUIJBIYMQ5T8B;Q>EE]_B,A.9&&NA^T\^F-+AT(IZ6,GAQ\1LV>PAD, M (@ "(7%7VE(]L5CMDR=M$5N5D8Y=[%X"C^I-OV VCGL\6V'.C7$I;V%N MC4D1@F:JBF((@ "'V52ZG9EZJE>]FY]LQ@EIGF59=7ES2EPA-15\#E18[M^F"/D]I"5_ODV@1)&7OBY< (@ "%,'&24T!X:G*65O-JI7.S6GA;I738 M7>&" <&I= M9-UUTFP!9Q=H6&V#:3)9C6[N:RE)F'! ;/\X(W%>;IXD@G&\;[(+976";XH M (?8"!#F,%'SVM:>50V MI&QX>=,C;6PY>A4+"G&;>F4 (@ !^H&(=?UER-V0Y?YIDW&8;?

ZU6<&?0 M?Z-&]&E4?Y@V!FI??Y@B]VG?Z,*WW 8?\< (@ !]O& HB"9Q7F):A\ID M#V1,AS15KF8-AH9&/6>8A>LU<&B3A8(BI&>DA8H*RV[/A$, (@ !]"EZ1 MD.5PLV#4C_9C9&+0CKM5#&24C6M%GV8>C% TU&<*BZ4B+F78B^D*LVWJASP M (@ !\BUU7F9)P,E^HF"!BVV&EED!4A&-DE&%%*63EDM8T>&6^DALAR61B MD5$*:VYDAPL (@ !X_7GN4OYM!'IB5H]@#7L 6?91UWNP72E*1WQH8!\P M_WU!8JX2!WLW9@6TAK]78P='I'9^HM N7:_:[@OQ7=!;34<$'?+;=8$G'O%;KD (?^]U1' % M:]]I;, (@ !S#FL8?)YG;VR/?1-:VFW/?5I-,F[B?7X^:F_.29PN M '!22;T:X6^(?<(&F'@\?H((@ !R.FDSA/EFH6]^.A.1:%FP*A)%,>&TE MA"(]NFX0@\0M;FYU@Y<:fR&V@]X$FG@X@H, (@ !QDF>GC49F &E#C+%9 M>&]6B|U+Y&NPBLX]*&R3B@8LW&S?B;H:*VOVB=52(+T62Q'RX,Y7#TXUH.A7P$GV81X82P2](:[M894 (,Z9:X (? -KEG^$6DY@D'_!72%49H '7]!'$(!58E,X0X"Y9) G M=(%K9D02UX+[9E\ ($):F((?S9JA'Q38B-?;WS+9%Y3=GTR9GQ&+GV0 M:&XWBWWX:B3GH$:Z%2 M47]%;2U%2WKW;I@VOWMH;\XF3'O;<*$2.7R/<$@ (=/X (@ !H8W;5 M<=-=5'>0> (M (@ !G<5><<'5X>F)0B'>>M5#FG:=>R4U?W; _>V0E?7Y(1UW>Y M>V (?@D (@ !FKG+(@;-;RW.]@=M/]G1K@<5#"W3C@8PTZ74Y@6,D MJW4O@601J77:@8D (@ (@ !F$G%)B9I;-')-B55/8G,!B+U"@G-T MB 4T9W.[AXLD"(TI7OH)@YJ7RD (:6D M (?G!? CXE26/Y5*XD16[M)JHC>7E4\]8C$8+PNH8CN8L8=R8GY8_@)I(JH M8_T ;BD (@ !>GX9!8&-4+88Q8IA(UX879*\|+X8$9I8N!88D:"D= M8H;U:/T)HX=1:.L (%L (@ !!PYW7\7> (XL(W\4>.(<)7\H>/$)6G^T>9D (@ M (@ !;/'SP?CU0UWU/?I)%F7UO?K0Y1WUD?K ^Q9*G7%TRB))$7ILD9Y*(8$\2V)3G8)D!U)$*8FD ($C5(T!:M 2 M2HZ3:IT"'XKP;*0 (>SP (@ !1.8O(;%5'1(MI;98\:KX;K4P=(]/ M;YXBXXJ*<#T1_HN^;>7'+8AX$H (@ (@ !JH?B M>]E&#(>X>RT]6(=4>W4O@(;5>YZ81J(;ER>XL"<(2<(@ M (@ !/8(9C<0 @ !M]W4Q@601]77:@8D (@ (@ !(6*)Q3E\^WZ$\44(T::!G4_8H6: H M5DX9PZ%S5[\(HZ,;6&4)&47^0 (<'H (@ !'1Y_F5/X]^)[L5W)X:6<4GCYVO6[P919ZA7-@(IY]S75D ([<9'X (=5$ (@ !&FYT-M6YT]-)PM7:PRPIMO7XXFVYKY8208PYN]8>H(EYO.8E (Q#:5$ (>:D M (@ !&!YH\8CH\A)EO8]PQ]IB\958F0)A'9HL81YCM9P8(@)A,9U\ (G> M;GP (?8 (@ !%9)>.;BDQ7198.T E]?72; H7^Y9,,$\(M=94/;*\ (2&=\" (@ (@ !$Q963;[X[2I4*<*6< (@ (@ !/8@5>.Y/"=IPZSY.:=SDP M@I*N=4@^.2)2*5I9<7A .EROW:,'$BN M=(9^Q4S;=7MPDDE"M=F-A8%0L=SQ1-%=<> T_E%F[>-0L<5FZ>7L4U5_G>:P M (?O.*L45(?AM]A$FX?DUO>DW$?G)@9E%V?HQ03E2_?JD^]%<=?M0K]5; M?PD4AUYD?U@ (@ ")B$);AYY\? D<&APUNETM$AFU?GD\>A*E?5>ADN2D_).H$*DD4](@E%%D1TJX5"MD1,3WUYIC4 (@ "(*6'L M3@QZPV0'4AULL68F5A==FV@Y6>Q-5FHN79$[I&O:8.\G\FR88ZD.DW#K9&@ M (<;2&)USY5QMY2%^<6+G=K8V'^?;9<>V118-,,669R8\,$Z&@I9G4G0FB'M:)0.0VL1:/\ (=FB$;EAB8$9WM%M;8M]+5X<96-;7&"C9)5+:6+H:@,Z M'V2A; TFN622;9D.$V\'<4 (>HN"NU0P:6EV%U=Y:T)HE5IT;0M:%%TP M;KI*/U^@<@<$HY%&%5<;0E^6#(D-?FDQ>#H (@ !_ZTTA M>Z=S@@%#A?!=F-E1'?&]7WU=6?+5(>UGV?/DWLEN0?4,D]EK,?8D-4FE\? @D M (@ !^X4I-A+1RCDX\A'AE6U"*A!E7&%3X@!'P%>E@UDW&5DF@RDDIEB1 M@T0-/&FA@Q, (@ !^$T?UC.5QTDP*C,-DJD^VB]6=U+XBIQ']U6JB;@V MA%<*B2LD-U;"B6(-)6G(AS8 (@ !]@D8@EF=Q2$I3E/)D'TX1DS95\U%; MD7I&NE0+D!V8Q (=89ZLV2R M5I%NG&:W6=QA@VBI70M36&I]8!5#XFPA8NHRTFUE96@?1&U/9PH"W3J9\ M (>:UY'6%7RMM%V*F8N%E- M; <'#705;*4 (?5)WDEPN9]-KFE]:,,>9%+8AX$H (@ (@ !$Q963;[X[2I4*<*6< (@ (@ !/8(9C<0 @ !M]W4Q@601]77:@8D (@ (@ !(6*)Q3E\^WZ$\44(T::!G4_8H6: H M5DX9PZ%S5[\(HZ,;6&4)&47^0 (<'H (@ !'1Y_F5/X]^)[L5W)X:6<4GCYVO6[P919ZA7-@(IY]S75D ([<9'X (=5$ (@ !&FYT-M6YT]-)PM7:PRPIMO7XXFVYKY8208PYN]8>H(EYO.8E (Q#:5$ (>:D M (@ !&!YH\8CH\A)EO8]PQ]IB\958F0)A'9HL81YCM9P8(@)A,9U\ (G> M;GP (?8 (@ !%9)>.;BDQ7198.T E]?72; H7^Y9,,$\(M=94/;*\ (2&=\" (@ (@ !$Q963;[X[2I4*<*6< (@ (@ !/8@5>.Y/"=IPZSY.:=SDP M@I*N=4@^.2)2*5I9<7A .EROW:,'$BN M=(9^Q4S;=7MPDDE"M=F-A8%0L=SQ1-%=<> T_E%F[>-0L<5FZ>7L4U5_G>:P M (?O.*L45(?AM]A$FX?DUO>DW$?G)@9E%V?HQ03E2_?JD^]%<=?M0K]5; M?PD4AUYD?U@ (@ ")B$);AYY\? D<&APUNETM$AFU?GD\>A*E?5>ADN2D_).H$*DD4](@E%%D1TJX5"MD1,3WUYIC4 (@ "(*6'L M3@QZPV0'4AULL68F5A==FV@Y6>Q-5FHN79$[I&O:8.\G\FR88ZD.DW#K9&@ M (<;2&)USY5QMY2%^<6+G=K8V'^?;9<>V118-,,669R8\,$Z&@I9G4G0FB'M:)0.0VL1:/\ (=FB$;EAB8$9WM%M;8M]+5X<96-;7&"C9)5+:6+H:@,Z M'V2A; TFN622;9D.$V\'<4 (>HN"NU0P:6EV%U=Y:T)HE5IT;0M:%%TP M;KI*/U^@<@<$HY%&%5<;0E^6#(D-?FDQ>#H (@ !_ZTTA M>Z=S@@%#A?!=F-E1'?&]7WU=6?+5(>UGV?/DWLEN0?4,D]EK,?8D-4FE\? @D M (@ !^X4I-A+1RCDX\A'AE6U"*A!E7&%3X@!'P%>E@UDW&5DF@RDDIEB1 M@T0-/&FA@Q, (@ !^$T?UC.5QTDP*C,-DJD^VB]6=U+XBIQ']U6JB;@V MA%<*B2LD-U;"B6(-)6GAS8 (@ !]@D8@EF=Q2$I3E/)D'TX1DS95\U%; MD7I&NE0+D!V8Q (=89ZLV2R M5I%NG&:W6=QA@VBI70M36&I]8!5#XFPA8NHRTFUE96@?1&U/9PH"W3J9\ M (>:UY'6%7RMM%V*F8N%E- M; <'#705;*4 (?5)WDEPN9]-KFE]:,,>9%+8AX$H (@ (@ !$Q963;[X[2I4*<*6< (@ (@ !/8@5>.Y/"=IPZSY.:=SDP M@I*N=4@^.2)2*5I9<7A .EROW:,'$BN M=(9^Q4S;=7MPDDE"M=F-A8%0L=SQ1-%=<> T_E%F[>-0L<5FZ>7L4U5_G>:P M (?O.*L45(?AM]A$FX?DUO>DW$?G)@9E%V?HQ03E2_?JD^]%<=?M0K]5; M?PD4AUYD?U@ (@ ")B$);AYY\? D<&APUNETM$AFU?GD\>A*E?5>ADN2D_).H$*DD4](@E%%D1TJX5"MD1,3WUYIC4 (@ "(*6'L M3@QZPV0'4AULL68F5A==FV@Y6>Q-5FHN79$[I&O:8.\G\FR88ZD.DW#K9&@ M (<;2&)USY5QMY2%^<6+G=K8V'^?;9<>V118-,,669R8\,$Z&@I9G4G0FB'M:)0.0VL1:/\ (=FB$;EAB8$9WM%M;8M]+5X<96-;7&"C9)5+:6+H:@,Z M'V2A; TFN622;9D.$V\'<4 (>HN"NU0P:6EV%U=Y:T)HE5IT;0M:%%TP M;KI*/U^@<@<$HY%&%5<;0E^6#(D-?FDQ>#H (@ !_ZTTA M>Z=S@@%#A?!=F-E1'?&]7WU=6?+5(>UGV?/DWLEN0?4,D]EK,?8D-4FE\? @D M (@ !^X4I-A+1RCDX\A'AE6U"*A!E7&%3X@!'P%>E@UDW&5DF@RDDIEB1 M@T0-/&FA@Q, (@ !^$T?UC.5QTDP*C,-DJD^VB]6=U+XBIQ']U6JB;@V MA%<*B2LD-U;"B6(-)6G(A

MCQF"GTM^C&F"'"5I]B:F!NRJ/AL&!:{(IG"F/8J&JF26-?Y#"ED&+O'|]DWZ M%&W=D.2(G%Q%CE&'+4K]B[&%O#HQB02$2BJ#AC&"R+%,FTN8'Z#%F%&5=(_7 ME7:2XGZ/DKN08FT?D!2-^UN@C92+I4J%BP.).#GLB&R&LBIYA;2$ [!TfJN@ MVJ &E["=98\=E-*9^GW.DAF6H6QBCX"34EL*C/R/_TH;BG>,D3FPA^^(\BIP MA4J%&*^[FBZI>9]1ES6E.HYIE%6@\WTED9VA'""'>*X MH1YV#'>;G75VXF#;@CD1*B@OB?Y^2*8RI\]1]-M"L;SH^!\SX$8WD5Y^_3;HC6U^R"A+-MB3A_T:5_IK^%/98SHN2$.H;-GOZ#6'9IFWP<K&84E^.."8*E7!E$>]RD?1D(R! M>ESX*C*N!3"ADB(!.Z3&I<^-6Y5FH?R+GH6QGCZ*-6JFIF(CF5GEPZ'1E4W MDWV&$$5QC|"$VS9,B_^#KRAZA_*"A:0$I1&5:I2FH3^2^(3NG860I73GF>,.. M<63(EDJ,2EYDLB*.T4=CR6(HBV02%ZBB-AW"#JZ-CI&.=CY0'H)B:8(1/-MG-Z70W1.F3R4.60\E::1-U1*DAF..$34CH.+)S8(BMF'|2BAI(4G%:=M'//F*^9SF/&E2*5\E/MD9^2"427C@*, #7OBF>)SRBI MAJ;%B:).HXBM>I,1G[>HP(-=F_*C]7-=F$;?*V-?E+J;9U.8D4&5D$1@C:>0 MEC7;B@N+,BBTAEN&0'!HHS^U2)*NGVJON(+VFZ&I_W+XE_*D(+.E>6>AU-7 MD.Z8OT0SC5^2US7$B<:,RBB\AA<4V9FLLfOT:8L\K<=T^GR=]3IUK6V^I++V MC%ZPH!IWG4^BFV!XXD#^EG9Z3S+!:!D""E)^ XC+'CXJ YR9Z MBBF!$)@BKY;+>XG)]O2)VWLNIEJ(8FQ9H<>'&UUBG3^& TZ2F*&% 4!'D]2$ M!C*_CM*#'R:OB8B"1Y>8KLZ3 XD\JB^0NGJ.EVO'H0:,EESMG'6*L4XZ ME^2(X4 3DR&'!S*XCBZ%+R;4M&M5H&61 M]%R'F]2/0DWPES6,D3_JDGV)V#*SC9Z'$"<"B(]$2Y:KK.6A\(A;]0:>17G" MI&J:J&KYG]B7'5PXFTJ3F4VXEJZ0"S_-D>;,:C*PC1R(NB#/R^*D76"G"4? MBO&*$8OON)60OGZ"LRJ.F'#GK,*,H&,RJ"N*TE64HI")*$@QG..'F#MVEO2& M:]B^BD,:@*8N7M_&7N'XTLG^4\"AK0&22V+5IWB/R55;H=Z-7@. MG"F*_SMJED>(G"^VD"V&/"6?B>2#]HM%MW">C<&8H&^7OF*_IN"4 M? U4PH4R15D?TFYR.*SMEE.:^*]R_(CZB'PR7.B7^$M(L0MO:E.GW%L7RA#W__MJ_&<|F*;IE^8\U40H.V5 T?:FRF1#3M#%3<6FWV"BBR>D_"")2/ C#.!WX#[PE.. MKW1;O"J,HV>PM=>*SUL,KU:)+4Z@J*:'N4*)HJM020"5L-KH&-PDZ@I].+F$*4H/R)@S=*F>;' M=2T'DHR%>R1HBQ.#JH"]P/F;8G1 NKJ8(V>]M%.5!5L3KO*9NUL2@4*RG|>.^C=\F,J+>2U8D9("(#B3:BE6$9"CV3Z'MLT2>'ELMK+*9M$!)IA65:F&. -$RUXD3V)""4"BA&%9>:W=K%S M:-%5=Y-T2[N&>']U-*4Z>4AV*HZA>B1W.7?O>P|X96%/?]YJDK/?3U[*#2O M?KM_^2U=-=^<|^S=>%^*[H/=N!]^]/M=]MJYXUP>-M]!';>>I^&F!3>PY^_M2DGW?%]^EC0&?? M^_.+E.*#RU]D>B:"XDDT>Y6!!3-P?4R Y,$H)5>';4B >N&%/#+L?*^"LM^4<,B?>LJF4?%S7> .0&$=&>;R+5C(9 M>ZV%X]TK;VVU&;9U5PG=X&4 M4; (>4]./%})>T>';JQ2;O,.N0E#&&>O.(9MNS;]7*(,,,>[280+%,,0?:5OH[@6633-HO;@/*0U'B5(Q2.-F5+ MQ\&+TU([%&)4C]M@%,&H"UF@\&#E<'U(=NAJ; [@3*>FVW2@**;)(K;@#27 MI'>P?^F4*62(?\"0KE&I?[>-&S\))?\Z).BTW?_^$Y,$2@3VKFZ]9>]BG8ISM-M@ 2B]HGY?Y>><7;G?U>9\F/E?SJ595$N?S.0K3ZW?UZ+G2T0?Z"&-'?LR9UU"X?M*4 #YP?P*-PBSP M?U&'\+_M@'2^H:X>?]6XF)N*?S&R&HB)?]^K7W66?F^DKV+*?FF=\E\;?GV6 M_#XR?KN/G2S?'?Q*'U;EWD*YP1JD2CN9QDI?XC4QRT(8>B]1TS?/1BFEU;F%. MB0=V\D\9AZ5XFST#AE!ZCRNFA0=\\A^CT1YE:@LC9QYZI<%C!1Z0X4WBJ=Z MKG+WB4I[-F"5A_Q[W4YLAK!\FCR)A75]B"M^A$-^LK=ZC?F"RZ<$C&."/Y7[MBN&/MH0LB86!2W(+B#N_^5_-AP2 ODW,A=" C#P=A*Z :BM:@' Y. 5+9HC,6_M *7;BSF*G93#B2;/@B8F,39+(B"'"8.8$MAMN5'&/&@A;;2 5V4 MA*V.X4PD@[>+]3L5@MF(- "L)@@"$;;.2BG:G5;,8B/>CAY' AXR?C(!JAD:,M?&ZRA2F7:ET)A"F31DN_@S*.^CK8@F:*;"KV@:&%?++VB@*P2*)WB(BKI)%4 MAQFFN7_A-_XC?^A[[_^2D(A7^)ZC5EBN)M)F D\6(AXFE MD7J'97E;CTB&3VBGC3:%65?WBRJ$;T>>B1;#?3>_AP."CBD)A-^!DZ?VE2N2 M2Y B;DM"078B]D(^.<7ATCF;,A&?OC$^^IE=@BEF(U4(AEV$^2D* MA%6"W"5<:>WG;"2]6<\BZ./Y%,0B;V-'4;/AIR* M03=1A=2'.'P*@^"_# J9_D-&C4Y M5&8@8J;9LE7EB,&4_$8OAM^0(#<%/A/V+''"D+/@R^<RJ65DR.SW18\D->NUH9) MCH>I;G7\C$ZCRF6OBD2>)U6-B&*8$'TC&F%WC/@B4R$.205%!7D:*-W5!(CKB+:,$&UB[JYS)B+6&2"= MA9B#EYG\G7F?CXO,FE:<;GT6ES*9*6W_E!R5U%]=D1Z2@T_JCBZ/*4%\BRR+ MN#.TB#F((R=3A3.$?IF,G1&G1(M;F>^C:7R?EL6?4&V+DZ:,&5YSD*B6Y$^. MC<*2HD%!BL6.1S.&@8)DXG,2NVHK_F9^]/'PYEFZE0&TDDTB@-M&5X:D$:.]4]*C6&5QD$0BG&0@C.+AXZ+(2=NA*'%WY#NK(YO!8.WJ'YP0G8> MI(UQCF@:H)IRJ%G:G(IT?TN8F%=V.3W*D_EX&C"#CV5Z3B2!BIE\VY"%JYMV MVH-IXEW0W7*HX=WRV?)GX5X>%F*FW%Y4$M7ET1Z4CV=DN]f8+FIG)^*755HFM]]F=- GFQ\UD?FF!^%4L%ED%^6CUMD?I^_MLC"+C8A_,R45B.9_TX^;J6"%\(>0I52$*W2OH5^$'6;$G6 %BFF66^STJL ME52"33T[D1V!U3'"C+_=! <251B#:\&X\/[':-6/"I'F+W0>H'^^/V8QG(.(MS5@WF(.'<4I9E(.&)3T.D%F$U#*"C Z#AB6$AY^^/8Z.I\.4N8%'H\F2@W.H \N02'6]F\V.&U? 0E\V+\DH6D)*)S#SLCZ.'HS",BW*%;"6NAR&#.HXMIR2; M^X#BHS"9'G,^GS&6*V5;FS*3,E=\ES60.DG=DRV-/#S7CP2*,S"/BN>'"'"72 MAKB$$8W7IKVC&8"MHL>? D7,&GKB;TF47FJ*7^U7WTEQ MDD23-SR6CC[.BC",BC&)U"8%AA^%5X2[MD9NJGAAL8-OVFO&K,AQ)E[H[^]R MEE'KHM]T,44$G9-U_SBGF QW!2STDCAZ/2*BC"=\TH2!HE%VY%GA*L)EV>&NK MJ[IVW"0H;-XN$3UG&MYV3BLENM|&RTED2=\G2,5B$!-4X1,M$\U.M.W? ZKWU\\6MHJ[H\SEZ%I.5\Z%&4H))!+T30FU5]GCBFE>)^)BU.D#-^VR-X MBEA_KX0#LRB$+G>;KER#36KYJ7Z"C5XMI(N|_%%*GX.!F$2BFE:!33B;E/2! M$2UOCUN \B/-B9Z YX.MLC"'+$7=#K6B)GF]L&F? M'G:,]YB;X6GKIJ>8?%T@H::.5#5!NG*'1]D01EY'.1CAZDD**YBW/C.^'AR2M MA[2$68*NL!RE@G;%JSNAH&G@IC6=:5T#H1N9&5!8G F4ZT0,EOV0RCB#D<^,.MM2WBC)N(IB3-AVV$X7D:P#!N96U]NLMO@&'.M4IPQU8*KX!R/4I'J5QSYCZX MHN%UR3/*G!=WU"FHE.UZ,2#ZC9%\R7D.OVEU;VV7N>1UP6'GM#-V458BKD=W M\DI?]!X)SI;H9MY9S0!FMAZRRH&D\)<2&-C(A^/GD0OCY\!V+E[SV'6 MLO|M58.K0E[Z4I5IMA\&CIFH&I\[#0HE;5]HWS|:]&@A;;2 5V4 MA*V.X4PD@[>+]3L5@MF(-"

MEG92:ZE_>6.N;I!_9U%.<:%_63]+=/A_4RY>*5_3+O/7MF*C*KF8%6RWR M=VZ"O[EW7"V>]JBN7T&;KI=-8C"8B85K92.54W-3:$&2(6$W:Y&.YT]\;O2+ MDCXC1%QV#RX>O9U:"PM?7!Y%[08;1-J M>:24;LYL<)09<'1N4H+>=Z=V,CQ4>>EXB2P$ M?'Y[-K*9:K]T;J+\;*9U9I*M;G1V5(&)<$5W1F_\.![Q2O@>Z9]-K$,:*]^- *%L;K9^11$H,*9^3(!&;IE^46[?<+!^95UE MN9_%*^;9NJ'X. -,0R'&H_2;OF&/'[_;2[% M4FW>;U^$;ER/<<>#F$N@=%6"NCL7=R.!SRNE>D" R.Y9O7Z1?Y!]9[*/X(Z\ M:=&.&'WX. F._ESP;DB*6UO5<_](?DL9$CRN.>,:*4:V!9%B: M^9X!9I@!$2WT?,*5QWT?:OF2\&PL;6&0%ELW;_Z-_$]L.'$8RM[M>3N#]*S08WBD0)U/9<"@YXT=9^0~R=.7QH:BB98&N ,:**5A5JA;UB1GTI"-F$SJQ?8MZM/YS002:H_HR-9TJD4GO2:8.?5ITGC<<*0E#H*=0>+02M?>(]%PZB'=XA@!HN>#![C&XKX>.]F WKB><)H MT6H_>]9KIUEM>Z-NGDCE? +UQP#BP?@UU-2E]?Z1Y*:=]=1%IA)D?=?YKGHG<-M=NAMGGGA=]]OE&E>>.QQE5BS>A9SLDA6>Y!U[3A:?.1X92ER?]U[.:8X5@!>*5XM4?8>A]Z!3@2>]=[>"EH M?=)]&.3;<-- *[9]M='Y]"F=T=:]M_M 3>[>NY^:BE@?1!^W:.2;R.%3I4]<'B$XH8Q<<6$4W:)2!'UC=T>B&_"E9?&F >**%;<.9U@W.RV-+X4V<(F+PW6=7*#Q2E3>]]!Y]&O;*V76Y-A;B"5581E M;X63!737-Z&'BE.>V.#):.$/.]2@ M'9*[;4=+1(.X;K>:"W0P<#26G&1Q<>V3)52|<^2/HT62=@*,!C;=>&2(-2E* M>P&$-J"E:SRHG))";+FD[8,M;AN@PW.C;Y6<5V/U<5.7YE1;3:$4^=8[. MRS:C> 2)_"E'>K.%%YOH?YU?T8[#?W1BXX"^?X-ES'':?ZEHGV)M?]YK?E+6 M@"1N@4.7@'!QL32Y@09U-R;X@<1Y-YKZ?4=HOXW3?6MJZ7^_?9]L^G#S?>)O M!6&F?CAQ'E(W?]5S5$,C?RIUJS2 ?]YX02<,@,9[*IGP>R9QAXRD>WMRX'Z\ M>|YT)F_Z?#)U9V#9?*MVM%&8?4%X%D*X?? %YCS1.?M)+B<=:^5\ YC/>39Z M/XMW>;UZTWV,>B#[6 4>S!\.:$8%_Q\P$):?-5!4C0E?>-]!2O=YB"W8N)"6"NGR2>+&*;FX0>4B""5]*>@="!#E!=>N:!3$'F> ^6 M\3/N?1> DB"N(,EZ*>/B&[$_2 M>?&%IT&(>Q&$7C/!?&;"_"=#?>2!@)7_=4&3V(C;=>]2-7KQ=HJ016R*=SZ.M9EWM>!Z+_4]8>2R)S$%">ER'C3.C>!"%*R=,?6R"J95L=*& <#X@U=2.9J7!5 M=<66WFOV=GN3UUUC=VB0Q4]>>(^-ID#P>=**=C.%>U6'&R=3?0F#I94&<]JD M!H?!=)*@WGG4=3"=,6MV=>*9.ESV=M*5.$Z+> 21*D"I>5R-!C-7>O> (O2=9 M?+!]$=8^7A^]?J8-WAQ%BKW:(AFEEEFC-A=MH;U]8A5)K6>Q%A,]N:3Y;A%=Q MIC#E@_UU/"2E>@U!MY0H!+AUG_@[IP]DO1 M@UAR^CX/@P-U;##0@%X{"36@L- [(8WI@\]P48&L@U9QP'35@NMS(6<@HUT M@5E-@CHU\4M+@?UW>3VZ@<]Y&C"V@<1ZY24!@=I\W(SM@>]X<("B@9YY+G(/ M@5!YV&9J@0AZ>5B8@-I{)4K&@.% fWCU[@+A\IC"<@-1]@R4G@0Y^F(%SRP?C&&.3!C?K*$/R5W?U""-8GZ?528%GW5?4*6"$.?1B3N&/0?/B1 M$E9H?0B.8DD9?4R+JCQM?:2(ZC!5?C2&"26)?NR#'HF8?,.?A'UL:? +.\C4|HA&O'C .%KK5]%BKAMWU)EB6MP)T5_B"1RE#0?AM]U .MBU*A:!W_2+6A)M[%X(QC+YO%7;EBXMPD&L3BE1R'5Z;B2%SB5'@A^U']D4B MALAVSSCHA:9XG2U0A)MZFB,:@ZA\OX%@BO9VKG8(B=MWB&HOB+YE5EWTAZ!Y M)U%4AH]Z D3$A8IZ\3BYA(O[\BU3@Z9]$"-5@M5^08"3B7%^,'51B&A^B#F% MK72FAT.%3&CAAC^$O5RZA3B$#5!YA$*#6$1+@VB"M3A_@]R"&"U=@@^!'P4/[@]&&3CA:(@>^$ MWRU:@7R/3@0]!RG[8AHR4)W/!A:N2D&@"A*60A5O4@Y>,-$^<@K.+YD.+ M@@&)GC@@@5Z'7BU9@.Z% 2/O@*."HWY_A@&,%'-EA2*8Y&>?A!>6$EMU@P.2 MYD]/@AR/P4-7@7&,I3@#@.")CRU3@(B&9B0%@%@9@SF69?*6V_ES)B"&@I+! ME2%DZ5.E[AF MGVU&E.5HQ6).DY!]U;BD6UM/$LRCS-OGS^0C/%R+#1^BJ=TWRH7B&EWVB$2 MAD9I#7;WE>%MX6R9D^]O96'"D>MP\%9@C]9RD4K3C,-T2C]8BXYV*#1RB65X M(RH\ATIZAR%MA4A\!'9.E"!T^6OBDD%UZ6$"D%1VV%72CE9WTTIAC%%XX#\2 MBDMZ!S19B$1!0RI5ADQ\HR&[A&U^$W6FD]=\ &M D-E\86!ECOE\LU4[C0=\ M_4G_BQ1]5S[- B2]HQ#0\AT?-2IFA6Y^-]#_6G43D7Z" &]YC[Z"SU_I MC>."U3%B_:"$$F9B@Z!]CZBB"^!530KAF2!"RUA*Z P"(U@Q2 -#W2;D(:) MRFI#CM2)"U]WC/V(#%19BQ2&YTD]B3:%PSYGAV>$JC0KA9^#FR]{A F"@2)C M@I*!:G0\C]&0;&H(CBF/*%_C$]-=%0>BD^+?4D)B&^)DCXMAK>'MC0#A0:% MZ2J4@X&$"R* (@BB"-7/RCTF6UFG!C9Z5'"%[UB[F2FE/9B;F/UTC3A]B-(CX+ MAB6*?S/VA(.'[";@QF%4B*F@=."VVU"HF]>L&-XGZ1A@%E:G-9D8T[FF=IG M8D1,E]JASG1DT%MXB_UC\EQ:2;/C$MU0A\'B/)Y5&RHH/QEO6.EJEQB4/^DX5S<#G%D$]U@3 QC0QWL2=AB<|Z%!_W MAKE\BFNUG7QS,& (1FMAT.5>=F!%U3$W\E2)V=T.TDAEWOCFBCP(YS YB]YZ MH">5B,5\02!7A=5]ZFLXG !YPV&MEJZS5=8VV-TUO[M9Y"+7TN&;_&(VCN$<*B&- "RY=:*#6ZS[4R&@YVV<5PN=LHV:6L:;3WT-7HB6 MVVP\8H>3;5MM9LV/]DL>:U",8SM,<".(FRRI=3N$GJQS4DFJ#)T85CREV(T3 M6?BA-8QV;? %AGGP\;^YD\VN$<@1H4%JA=#]KRTH+=]1O=#G2>5-5=2]N M?%IX *E;9O!DDYK=.;1G'(MW:V1IDWM,;9EL F]\;^AN>EGZ IVQRJ?>UIZ,*?,9"5N5IE!9J9OZXH- ;0UQ=7H*:WIR_VF?;@9TEUD2 M<,)V1S>G9\/GZ9%EXH8B-9NYY27C2:8IV M[6B,:,9%6GU@;Z:TA[84A%/E]RJ%>,:Q^*:2_7X&!:9938E]!X<_M91F!#W>59]V RV>>:L^ CE=T;?Z 8$>[<5Z -3A]=0N #RIZ>/U_Z:.*?;R* MT94Q8+.)V(8R8Y"(NW:<9G>'BV:_;8V&6U/;,&%,D=&<'&$"#@\=$V"SBIR M>&B!>]*47$F4#Y1(7UB2.X568DF0- '7094J.$V8(.("+\E8|_F)S4;]:ZB' MG3@*.W2@8XZ: M*63U9NR6'%58:IF2!T8Z;H.-UC>F'X+; M=!AABG/$=7=DWV0H=NYH/51D>(=KOT3Y>D9O,!SF36S>P5VM"@A M?9- Z,9P:._5M%8ZY;QNUX"W;W)PBG',<3-R-&* >!YR"@K?*I\)YJP:8[V)HU6:X1W&G],6=W^7"F;U-XSF%_<6UYK%), M<{1ZG$."=BA|G34X>.1\NR@S>]U|]YEA9X!_(P5:9E_2GX:.Z) 5V^);,5_M4&"M;_5_3S&9_9 @2@Z>RQ_G4>9<^(HL:. .'9GTF M;B;&FVZF;%J%M%_C;KR$RE$1<5F#YD*N=\"V#!#31=TB"%2A >]6!%9=O9&R0 M08HY9K2/57Q:,.N-K&WJ:S.+WU\!,;B*#E"_<'6(.T)B$;2A% M>AB"6Y;)8U69/(F39:R7!WNS9^Z4?&U-:D:1P5ZH;-^/!5 .;[V,1$(-;&#<9998HJA;HD99.F>:WLN9RR:]VS):8F73%XY;"V3H$^Z M;QZ/\$'#5^$6)*N>6%:B(9- >=Q>$'DB>G[A=VLJ>5MD MS%RR? MH+TX:?/5KNC_H??UO=C(L?T!SDB6I@,)X+Y&7=I1C1(5-=V%E]W@C M>#HBV!)>2%K'EOW>A|MOTV)>SYP@3^&?!]S:S(&??QVGR7/?[- Z.)!X= 9K MXX05=1!MQW<>=A1OFVE6=RAQ:%LS>%9S0TSW>:MU-S\I>R-W23'E?-EYCR7P M?L-\#X]%<;1T#QYT3[<>>E[M S'+>]9\528,??%]QHX:,[U\YX';<1A]4W3P.!^FC&? >OE^\R8E?3U_5(TB;B&%2(#I;Y.$^G0-6:D#-$M3=>Z"F#X@=_6|_S%_>CJ!7B8Y?*. LXQ:,,Z-?(LE2,9>#C29*?"2!Y(O!:*5 M=G^0,5>3KW*],MJ1BF5M<'*/+U?E1&%>R98 M> [R"YHM4;Q=;)rIG!;A<7]&3T;IN49U>[<9>1(DHD<[R-VCU;=A"*MAC$O>*R$R9C>VF#NX,P@6U:A'N'@3A=_&]<(@3)A7&)^@41DM54O@5YH($?. M@8AKMCKA@<=O? BZ @C)SIB-L@L]X087Y?M!BN'JI?NAE:6Z'?PVH"V')?T%J MKE2??X)M8T=F?]IP/3JF@$IS0"Y\@.IVCB.L@:5Z+H3^?&!]TGF7?+-LR&V@-M?0)NM&#S?5QPG5/S??O1VZ"YP? \5Y52/C@+U[]H/S>BYR-MRWB)>JAT%&R/>QYU36 N>YAV?E-+?#1WND9T?.QY"CH??;]Z;BYG?L%[]203 M?^1]EX+R>$1ZO7>0>.:[66NF>75[V%|5>@|\15+ (>L=\ND83>ZGU]=T]MR"YC?=U^9B0\?RI_#H=(5=KR"GG;8=W&"D6L >!F"4UZI>,F!5(F>9R!E$6I M>IV!1CEJ>\. ^2V0?1N JB1??HV 6(%A=7]3G8F=D&)E6I?=O:(E%X/=[B' M:E&<>*.&/$5">;Z%$CE\>OF#ZBY(?'6"LR1[?@N!=(#5=`F1P'6>=4^06VG1 M=@V.E5V4=M>,F%$L=]2*ED3?>0)(E#E >ER&DBY!>^V$?"22?;&"9(!L<[>8 M[W4T=)>6Y&EB=5F45%TK=B61?%#7=RF.H$2D>&Z+Q3D0>=]{YRXF>X.%_"2D M?4R#*?MYB<%;.7#DB.9=S66VB#1A*5GMAXYDB$W*AN!H 4&EAC5K]38%A91O M@BL'A1>SN2%DA+=X3WJ;AUQB'G NAL%DSF4*AB}>EEBA9J[+TUBA1!L_4%C MA(QO\5?NA!9S$BLC@\)V?"&]@*Y%Z*7G$A0MIMV|&A*5KQG<.A#9MOUBT@\]=O MQTS>@UUQYD$,@P9T)37)@KUVA2LU@I9Y'"(*@H][W7CA@N]Q-&Y;@JQRF&-@ M@E]S\E@$@A%U3DQ,@=)VN4"[@:5X/#6:@8EYU2L]@8][E2)-@:Y]:G@'@2)X MG6V.@/IY9&*;@,=Z%E=%@)-ZO4O9@&QL4!5@&Q\+S5R@'A_BM&@*=]X2*& M@.Y^S'=&?YM_]&S=?X^_'F'[?W" (5;^?TV "DMM?SY_]$ S?U!_[S5I?X1_ M]2M5?]U__'"*U@$V W:G?FB'(FQA?G.&M&&-?EN& %90?CR%(DL ?D&$1S_< M?F'-#>35,?K6"LRM:?S.!X2+!#78I?7*.%YOH?8N-#V$8?7]+HE7!?6*) M^DJE?72(5S^)?;J&O34=?A6%+'M?:]>#BR+\? UJ|!'7(?+:4RVN(?-*>3+V"X M?,J1!%60?+2.C4I@?,N,&S(;?1V)M#4 ?8Z'52M7?CN$[B,5?P."HW!UDEY: M'F:LD-I=<%QMCW-@RE&SC@1D-D.YC'IGQ#O/BN-KAC%ZB4UO>"? 9A\MSQ1^9 MAG%X6F^ID#1A8&84CN!D#5ODC8EFQE%,C"1IDD9TBJYL?3NQB3EOES&&A\AR MV2@4AG!V92)A3YZ(V[VC?YH@&55C-=]DEM,BYQLK%#$BE%NV584B/UQ'SM\ MAZ]SC#&!AF=V&RA"A3MXXB!JA#%[QFX{B_!O@F23BN9Q %/)B% ^'D3LA.%^53KF@_%^HC%<@Q}^_"B7@FY_6B% M@=[MFQ:AX6#\F+4AL*#P%CLA=>#64Z]A-]"UD22@^R"6#JS@Q"!YC%N@D:! M@RBR@;V!'"%Q@5& L&ONAIB*=6*:A>R)Q%B^A0&{JDZ4@_2'541U@P:&$SJ' #M@F$YS%+@9Z#TBC#@2[*JR&9@."!@FN8A>&0OV))A3F/BEAMA%.-NDY-@'TB+ MG$1!@EN)F#IM@:;'K3%&@0^%URC1@+B#]B&X@(>"+67>FS%9H5SGF0AEU MK"6DAZQXIA\ A:-]L&0$E1IMMULXDTMO4%(6D5EP]TC-CSURM3]DC0ITCC8R MBM5VARVJB*1XFB7C\DBZ!XL#8/B9%Z BVLAX=]9"8'A9Q\XA^W@^1^6V+PD>IZI5H]D$M[.E$W MCG5]N$@%C'=*$[BBG[!L#7_B'}!5"VPAHM^)28HA,A^OQ_]@SA_ WT>ICZAB7: ?C78AXV ;BV[A;. ;B9(A!2 ;2 W M@]F 7V(JC\^&\!%F.CE.&A%";C(Z%P4=]BIB$USYNB*B$ #6FAM6#/2VIA0F"MDB99W(W2!F@C:!)&'ECQB.TUEOC:>+^%!_B^.*A$=FB=V(RSYRA^2'.#7& MAAB%QRW,A&R$<2:%@P;#$2"+@=]JQ5N3I%Q8^5-0H91<,4KEGJ9?D4)(FVEC M)CFC+USTQREB5YX:%K:HJQ?<%+4G_1B'DH MG/9D^D($F:MH!CF%EB!K1S$]DGQNP"FDCM-R8"+/BT=V.AT^B)Z%EIKH*)E MM5)>G?UGYDHAFQ1].$&XE]9LOCE>E&1O;3%)D.!R32G7C5IU2R.MB?AX=QW" MANQ[G%H*GI9KU5'SG 1MBTFOF3%O6T%PEA-Q4CDQDL)S<3$\CV-UM"G(\C =X M#B-ZB-%ZBQXTA?)\^%FEG,MQZ%&5FE-5)DE>EXYTE#GEN>#6TC>E#B" [D#%D3V"93C0CC&!]3$PBSB!GBI?B$N!?R1*A:6!&A]. M@V. T5B+F&^(]5#-EBF(84C)DWZ'4T"YD(6&&3C6C7]$_#%%BHV#_2ITA]:# M%21CA2R"- !^%@P2!:.Q_7.-5*YTR7_U9)HV%8Q%=%7U.9C\@^VR?:7IDYUO$ M:.IHITL(<)5M*#L0=)EQNRP'>/IVY:]+.U?89NP7&IB08(PS7]]E5WG8U=H M3&N<9O1K25KH:L9N84]:M!QHCJE;3=V##I M=C=]B*5"3W=]0I,+4^!],H:?%6"))F7@T7&I]QA&:8-Q]^A)99M^/BBK:I9^ MCCF6;^Q^]"O3=8-_:J/432"&\96+4<*&/8:O5CB%? W<]6K&$NV=]7UV#^U>H M9%@X:8V"DCE4;R"!W2O*=.F\{Q*]2RF0:*V&5CDB;G2$ARO#=&F"H:'$29>9I)/"3HZ7)(4A M4TV4@G7B6!"1VF9$71./-U:? 8F6,C4>$9_N\SSCY;>;&ZRN]=_"#Z:$K2'"B M@9,W37N>]X2@4DN;7'5?B6G7G7#N4.%88;0G4=$9V'$Y*C*;7*(^BNY MUAW"]\K8#]?A^X-%9>!E G0\:+QH F2T: fUK"E4* M:O5N,47#DMY29V*7,YH>9 !8 !J8';8QMLQW+N9D%N MYV.:.8]Q$U0J;1ES6D4A<-UUPC:>=/AX:REJ>5M[99OJ6<1QY8YO73US-(!= M8)=T>G\ 8_UUNY*69YAW!U- ?:VUX:$27,WYYX398<^5[ABEO>(E]6YIH5QM[M-8T/6M!]KW\77F=\&7"-8@5]>6&X9=M\WU*]:?A]6$0=;DY]W##8=)=& ^8S"(""%&5 M9ZZ$G4-N;&R%,#7'<8"#LRE\=K>" (Y=B4866,8I-5;"4(GR56;>1WFY-7="/ M@U^S8BR-+%$:9M:*TT,,:[V(<#6GCXG*5*>;HWP2 M6+V85*E\/85]1ZE#09B&.ID+9:RF+3S5Z<(.'U"F!=?F$4I5;.S55 M5HB4,0195GLG;N1=/6I$<,=A%EYGHUQ\2;9 M?:)W*Y/F9Z->;H=B;===AD'H(; EDHVP.,DQGL%V9<+%JR4\(2[U)R;X?(UY49*!9&%G>(8)9NHQGC->.6%L!VL7:.^1N0ES3;HUPBDYU M<7!R!D"(=(AU=#,C=)X/"<3>YA[4Y$'871P882?9$!QXW>49O1S5VGY:,1T MPEO<;*AV-4VW;]-WOT)L%|+H^M7NEY+H-;8>IYZW9F M9-5ZD&CC9\Q()5L8:O= [P$T9;F=\;#^D<@E]C+#=>?5]^"<^>@A^WHZ/7,:! MY()27_*!VW5W8PF!K&@)9C&!9U19:8R!(DR9;2N Z3]2<0: N3*@=2F BR=/ M>6N 78VI6OZ*:8%[7DV)F'2Q88:(D6=79- 2';5FZ%A?$]4<"]$ M##*="V"XB====.B|JXSY69"2K(#47/]1$G008$R/+V,$8[6)UDS9V"+[4NK M:U6)'#@)WV"%#)T<^^$]2=I>'VQHQ_6'R:E8!96_F8- W.07UF5=F9*8M*2 MAECO9I*/FTMD;[*,LCZ*;NR)P#)+'">#L8H'ME"$FF>:QI&3QZ>W5M82_7?85R$22!?]1W1XBY;T]> M!?TU<-EA+W#EWOP;@YHXV_>;]YK/\,<;YMEU7: <[YQ_4B;=>YR@CO8>$IU M*B^O>NQX$R3F?;A[0(8V:6)NXWJP:WUPC6ZN;8AR)V(T;YYSOE4I<=]U6D@E M=%%W#CN:=O%XW2^D>=5ZVB4/?-Q] H3]9O5W,7R51D:4)X)6VM:W]X %O<;9Y MR51P<#QZF4>+.A]>B4R?!U^F8/Z9.1 9WBN9UY_I<$S, M:<) MV!D;#= _LE/#;ME_N6D<<<;=_MSKV=,[RRJP>!M_Y25/>WV (,I8S:' M;7? K9#M#K(<^V"Z"]G=VR"%"5IH M>O>!-X*&8=6/*W=19(2-^VN#9QZ,=E\Z:'9C]&HJ"/X(18,>6FW;=8XJ4O&L+9C*29U{(,.^/UU);.^V-2D8& M;S:*PCI.C.#&'[2>GQ5GW0$>P%9? 6B;>[!=45R/?'-A M)5 @?4-E$$.H?BQI*C>Q?S1M>RQ7@'5R-")8@>=W7WVF=TI=G7,3>"M@QV>_ M>19CZ%O=>@UG#4^7>Q9]1T-+?$!MJ3>$?8MQ.BQB? O%U'R*D@+UY6'R.=%)E MCW'R=8!H!F;2=]9]=UL(=!3AO;4+6>H1R$S='!?!%TWBQC?=5WZ2+G>M?[=[+'MP<:1M9W#8//%V7S<2>KYX M7BQD?+YZBB,A?M- +UWI<;TQU-6_2<.)V5&3.9)[L2QL>|E\^R-3?@]^5WEQ;5E|V\0;Q=|:&0C<,%[NEC)!^W2QA>OI_0B-\?6I_]'BQ:[>$=&Y;.)9.$16-|M;UJ#V5@J<2R#2TRODB!3",>?.& RW@::F2+ MM6W-,%]*X6+U;C.)M5>R' T#P=(Z%LC98=P2$;BQB>;6#%B.Z M?'"!P7>1.5R2KFU@:V:1.V'*:5&/35=.;T6-(SOS<7""!4"\<]Z(U/#8L=G6& MMRQ+>4>$E2//?!F"BG/,@HQ5FFG? @G%99UL@GM=-%1L@HJA#4D;@]%E!#W1 M@KJL#.6@O%MD2D+@TIR5'!C@]1W-U&R#&@IUY67'*?+YDD&@2?3QG%EWG M?:QIG5.G?AEL+$@N?!UNTCU?R)QGC+M? \QTD"E0@*![WOR$;@8U[&'#3>BUK M[F<9>MYMU5ST>WUQMU)U?!MQGD>>?,MSECSC?9=UJS+%?GMWW"E@?X9Z.B%E M@*%\KF_H=_)S.&9!>,UT@UPJ>91UP%&S>EMV!D*

Z &ZF !@K0 4L, $6X XO M[\ """ 7Q@ $;D K, "T -0 #7 V -H% #;"P MW X -X3 #?&0 X2$.,J #E-@ YT, .=3 #H9 Z7< .F, #J MGP ZJX .JZ #JPP ZL, <*@ &*O !5M@ 1[P #G LQ (,@ M !;, .T !]0 #9 W0 .$ #C Y .8 #G 0 Z0< M .L, #L$ [A4 / = #S)P]C, /=# # #X5 ^68 /EZ #ZC@ M^IX /NI #[L ^[_PL; /\'&0#_ !D _P < /\ )0#_ #(_ _P _ /\ M2P#_ %< _P!B /\ ;P#_ ', _0!{ /L @@#Z (@ ^ "- /< D@#V)@]0"= M /0 H@#$ *D \0"P _\ N -#N ,, [#1 .L Y@#1 /, Z -#^ .@ _P#H /\ MZ #_ .@ _P#H /\ _PX0 /*%0#_ 10 _P 8 /\ (@#_ "X _P [/\ 1P#_ M -%, _0!> /H 9P#W &\ ]0 W /, ZP#N)0]^ : .L MGP#1*4 "L 8 M #D + \XP#, .$ X@#? / W@#[- X _P#= /\ W0#_ "P _P#< /\ _Q 3 /\ -$0#' !A _P{5 /\ -'@#_ "D _P V /\ 0@#Z $X #H !9 /$ 8@#N &L [!R .H >0#H "\ YP"% .4 BP#D) X@"6 .$ G #? M *(W0"I -H L0#8 +L U0#(-(W0#1 .T T #Y ,\ _P#. /\ S0# _ T M P#- /\ _Q$/ /\.#0# _# T _PL2 /\'&0#_ B0 _P P /8 / #O $D Z@!3 M .< 70#D &8 X0!M -\ = #= 'L VP"\ ! -D A@#6 (P U "2 -(F #0)X M5@"F ,P K@#* +@ R #$,8 UP#% .H PP#W ,(_P#! ?\ P + , _ "_P# M O\ _ Q0+ /\0!@#_$ D _Q . /\.% #_"AX 108I .L$-@#C T(WP-. -L$ M5P#6!& TP1H - $;P#.!78 S 5\ .H%@@#)!8@ QP6. ,8%E #$!9L P@6C M . &]P"^!K4 O0;" +1(U "Z"> D MPOX +4_ P"T#/\ M S_ +0_ P"T#/\ M_Q<$ /\4 #_ %@_ /\1#@#R#A4 Z P -X*+(@#6"SL T Q' ,P,40#) M#%H Q@UB ,0-:(@#"+!9 *8. MJ0"T#!0 L@_! +$0U "N$>L Q+JZ *D2_P"H$_\ IQ/__*<3_P"G$__OH M /\; #Y&P ZQD .44!@#E$ X V0X7 ,\1)@#($C0 Q!- +\42P"\%%0 MN15= +<59 "U%6L M!5Q +(5> "Q%GX KQ:% *X6C "L%I0 JQ>< *D?I@"G M&+ IAB] *08SP"B&N< GQKW)T; P&<&_\!G!O_ 9L; P&;&_\!_QT /10"P'D\ K1Y7 M *L>7P"I'V8 J'\L *8?)V$ G"=G)LG;0"9)W0 F"=[98G@@&5)XL!DR>4 9$HG@&0**D!CBBU M HTIQ@**=\]2*KR H 80* -(("?C2+ WTTE@-[-;$$> 36N!'@UO@5W M-M0%=C;M!70W _5T- \$=#?_!'0W_P1T- \$YS4 -(] ##0@ N$0 *Q" M _D/@ GSD)HX#@"4.AD D#HF (T[.0"*.SL ASM$ (0!3 "",U.[@#I. M 7XZ8 %]_F<">SIN GDZ=0)W.GX#=C[(!'0ZDP1R.IX%<3]K!6\[NP9N.:\\& M;3OJ!FT\^@9L/\%,#$_!6P_P5L/\%XCD ,Q" "^1P L4@ *5& "= M0P ES\ )(^"P"-/Q4 B3\A (5 +0""0#< ?T! 'U 2 ![0$\!>4!6 7<_ M70%U/V, " Y$*0![130 >44] '9%10!T1$P!2)<'74BE"%M(M A;2, <)6DCD"%D)]@A: M2?\'6DC_!EI(_P9:2/\&T44 +], "R4@ HU$)=0 "_3@ ADH (!* M 0!Z2PX =DP7 '),(P!O3"T ;4TV &L/P!H3$8 9DQ- 61,4P%B3%H"84QA M E],:0->3 #7$?C*9\Q\!5I,B 993)4'5TRC"%9,L@A53,8)54SB'55,]0A53/\'*

M54S_!U9_P963/\&S&@ +Q0 "O50 H%0)-3 "}40 @4T 'I. !U M3PP <$\5 &U0( ]!4"H 9U S &50/ !C4$, 85! 5]040%=4%@"7%!? EI0 M9P-94' $5U!Z!550A@944),'4E"A"%%0L0E04,0)4%#A"5!0] A14/\'44__ M!U%/_P913_\&R4L +E3 "K5P G%8 (]5 "%5 :?% '51 !P4@D M:U,2 &A4'0!E5"< 8E0Q &!4.0!>5$$ 7%1(5143P%95%8!5U1= E9490-4 M5S&4E1X!5%4A 9/5)$'3E?$Q4KPA,5,()2U3?"Q4A\PA,4_\'3%/_!TU3 M_P9-4_\&Q4X +96 "G6@ F%D (M8 "!5P =U0 !5 !]5@8 9E<0 M &)7&@!@6'0 75@N %M9-P!963\ 5UE& %9930%4650!4UE; E%98P)/6&P# M3EAV!$Q8@@0=5*6(\&25B>!Ta8K@A'6, (1UC="$=8)@A'5_\'2%?_!TA7_P0(M5_\&P5$ +)9 "C7 E%L (=; !]6@ 2P%07E(!3EY9 DQ>80)+76H#25UT M!$===@ 5%78T&1%V !X70 ;5P &5= !?7P 6F _,%=A% !5 M8AX 4F(H %%C,0!/8SD 3F:! $QC2 !+8T\!26-6 4=C7@)%8V<"1&-Q T)C M?01 8HL%/V*;!CYBJ@8!8KP'/&+6!SUA[P8!8?T&/F# ,!CY@_P8^8/\&N5D M *MA_":80 BV$ 'JA !T80 :6$ %]B !99 55&8) %Q8@!.9QH M3&@D $M1+0!):38 2&@ $9!10!%;DP 0V!4 4)7 % ;64"/FEO CQI>P,[M:8D$.6F8!3AHJ 4W:+H%-VG3!3=H!@4W9_P%.&,_!3AF_P4X9O\%M%X *=E M "590 AF0 'IE !O90 9&8 %EH !2:@ 36P$ $EN#@!',A8 16\@ M $1P*0!<#(07 Z $!Q0@ _<4D /7%1 #QQ60$Z<6(!.%L C9P> (U<(8# M,W"5 S)PI@0Q<+@$,'#0!#%O[0Q;OL$,6W_!#%L_P0Q;/\$KV0 *%I "/ M: @6@ '5I !K:0 8&L %5N !-<0 1G, $)U"P _=A(/7<<*

*#QW M)0 Z>"T .7@U #AY/0 W>44 -GE- #5Y50 S>5X ,7EH 3!Y= $N>8,"+7F2 M BMXHP(J>+4'"GC, BIWZ@(J=OD#*G7_ RIT_P,J=/\#JFH)IM "); M?&T '!M !F;@ 6W$ %!U !(> 07L #I^!0 V?PX -(6 #.!(R M@2@ ,($P "^", N@D +#8)("R"4 K@EH *H)D "B"< F@G\!)8*/ 22" MH $C@K(!(H+) 2*!YP$B?_ !^-.P =C7D '(V* !N-G 9 MC;X &(S$!B,XP 9BO4 &8G_ 1F(_P$9BA!G7< (QV !]=@ 80P 6F$T %9A8 !289 3F', $9B$!"8E@ 0F*D M#IB_ Z7W0 /E0($)7\ !"4_P 0E/\ E7T (5\ !X? :WX %^\ !4 MA@ 2HH $"/ VDP +9< ";; >G0 %Z # !*B# 0HQ($*.9 ^C M(0 .@ L#P +!' "P4P L&$ +!Q "P@P KY< *^] "O MOP KMD *[K "N] KO0 AXD 'B* !JC@ 79, %&8 !%G0 .Z(M # "F GJ@ 'JX !:Q 0M "[8 6Y P N@H +H. "Z$P NQD M +LA "* O#$ +T\ "^2 OE8 +YE "^=P OHP +Z? "]LP MOL< +|> "]ZP O>L ?Y("'5 !BF@ 59\ $FE]]P ,]\ "BT M >M@ %;D Z\ )OP L(#$ Q00 ,8* #&#@ QQ(,@8 M #)'P RB< ,PP #:/ SDD ,]9 #/:@ SW$,^3 #/I@ S[@ M ,_(/#/VP $!=YP &BA !;IP 3JX $&T TMP *+H !V\ 3 MP #<0 :' R@ ,X #0 T0 -(" #3" U0P -80 #9 M%0 VQP -TD #@+!P XCP ,-+ #D7 Y&\ .6# #EF Y;D .6V M #EPP Y<, ;+4 %"_I !L@ 1+D #6\ )IP ;0 !+(,RP M || #3 V -P #? WP ,$ #C Y, .8(#H#0 #DU21 P8 #N(@ \2X /;\ #T30 !5\ /9S #WAP]YD /BE #X ML ^+ _P,7 /\ %0#_ !4 _P 8 /\ (P#_ "\ _P \ /\ 2 #_ %0 _P!> M /\ 9P#[&\ ^P!V /D ?0#X (,]@"(/4 C@#T), \@"8 /$ G@#P *0 M{@"K .T LP#K +T Z@#+ .@ X0#G /$ Y(@#] .4 _P#D /\ Y# _.0 _P#D M /\ _P<3 /\ $0#_ !$ _P 5 /\ 'P#_ "L _P W /\ 1 #^ $\ ^@!: /< M8P#T &L \@!R / >0#O `\ ]0"$ .L B@#J (\ Z "4 .< F@#E * Y "G M .(KP#@ +D W@#& -P V@#: .P V #Y -8 _P#6 /\ UP#_ -@ _P#8 /\ M_PH0 /\##@#_ T _P 2 /\ &@#_ "8 _R /< /P#T $H \0!5 .T 7@#] M &8 Z !N .4 = #C 'H X@" . A0#> (L W "0 -L E@#8)P U0"C - , MJP#1 +4 S@#' !0 >0=+A\ BO#U ,@ _P#(/\ R #_ ,@ _P#(/\ _PP, M /\& "#_ @H _P / /\ %0#\" \0 L .P .0#I $4 Y0!/ ,$ 60#> &$ MVP!H -< ,P#4 '4 T@!I - @ #. (8 S ", L D@#))@ QP"@ .4 J ##\ M +$ P0"\ +\ RP"! ,, O #R +L _0"[/\ N@#_ +H _P"Z /\ _PX% /\) M #_ "04 _P8+ /\!$ #P !D Y@ E .$,@#< #\ U@!) -$ 4P#. %L RP!C M ,@ :@#& ' Q0!V ,, >P#! ($ P "' +X C@"\ )0 NP"< +D I "W *X MM0"Y +, R "Q -\ L 'O *\!^"P"N O\ K0/ _*T#_P"M _\ Q /\. #_ M#0]@L# /(\"@#B 1$ YP(= -(#*P#, S< R 1#,0$30#!%8 O@5= +P% M9 "Z!6I N 5Q +<%=@"U!?P LP;# +(&B0"P!$> KP>9 *T'H0"K!ZL]0BW M *@)Q@"F"MT I0OP *,, 0"B#?\ H0W _*$_ P"@#?\ _Q$ /P2 #L$P MXA, -L/ P#6"0L S@@4 ,8*(@# ## O T\ +(@-1@"U#4\ L@Y7 + ,7P"N M#F4 K0YK *L <0"J#&G] Y^ *%G(G!9Y)L7@ "9%X@ F!>1)88FP"4&*8 DQFR)$9P0"0 M&M@ C1ON (L<_0"*/\ BAS_ (D<_P")/\ ]!T .0E #3*0 QRH +PF M "V(M!D+ *X.%0"H"', 1!TO *$>,@">'D0 FQY,)D>5 "7'UL E1!A M)0?9P"2"T D1!T (\@ P"., "(0 C"". (H@EP")(.(AR&N (0B0P %(M$! M@&B/K 8$D^P&, !0UAM 4%8>0) 6(8" M/EB5 SU8I0,\6+<$/%C-!#Q7Z@,\5 H#/5; SU6_P,!5O\#ME, *57 "4 M5P A58 'E6 !O5@ 954 %Q6 !76 4ED' $Y:$],6A@ 2ELA $A< M*@!'7#(15PZ $1=00!#74@ 0EU0 $!=6 _76$!/5UK 3Q==@(Z780".5V3 M CA=HP,W7;4#- EW+ S9 $)B)@! M8BX /V(V #YC/@)8T4 /&-- #MC50 Y8UX ,&-H 39C= $U8X$!,V.1 C)C MH0(Q8L "_6/(C%BYP(Q8?@"_6'_ C)@_P(R8/\"KEP)M= "!*70 ;7%T M '!= !F70 7%X %)@ !,8@ 164 $%F"@ ^9Q$ /&@: #MH(@ Y;2L M.&DR #=J,@ V:D$ -6D) #1J4@ S:EL ,6IE #!J< $N:GX!+6J. 2QJGP$K M;K !*FK& 2IV0$J;/8"*V?_ BMG_P(K9_\"]6$)5@ "$8 =V &QA M !B80 6&, $YF !'; 0&L #IN!0 V;/PX -'5 #-P'0 =2N M_"$Q-0 N M9@ 5&D $EL !",P ,W(#1U N> H *WD1 "IY& I>B$)WHH "9Z M, E>S@)*M "-]2 B>U (7M< "!|; ?J7R& !Q!F ;>ZH &GN_ M !]IW@ ;>?(&WC^ !MW_P$;= .\!F6D (AI !Y;0 ;6D &-] !9; M3V\ $5S]=P -7H "Y] G@0, (H,- ""$$@ ?A!H '80B !R%*@ ; MA3$ &H4Y !F%0@ 8ADP %X96 !;&8P 5AG$ %(;! !*&DP 1AJ8 $86[!'% MU@ 1@^\ $8+[!*"_P 2@?\ D6X (%M !T;@ ;6X %UP !3*

*S-X.3R6?#=YE#*G?5!{] M 2ER?HY\B2&D?]9^&6\4=@MZ-Y\+$;:]>=M\L#QI M>P!]2S*;?$A]\RF$?;A^!2'9?RQ_5VYF='B!?F3P=:"!E5L"=[*!+]+]]3P<>@. S#*&>VB KRF0?0* C2($?I^ :&W<%[$7Z=\R$\3O/>3:$ S)<>K:(BF9?&R". "(G?BV!36UR(>&{3)#>B6%12F3>_N#FR)# M?=&""&D@BN157& ,BB-9%:-B7UR@BET\"[,@A)W62:G@AQY!]_?@CU\B&7'@,=Q M+%SQ@:-RH%/"@.!T#4I7@,IU>D#?@+YW #=S@,MXGBZ!@.9Z3B,%@2!%&2]-M@0@UAZ9B!.!?VH-S=2?Y1\RZW?]Q] M%2;A@$5^%B!{@+O_#61V?61^?5N[?T (?56"X3<&?;^"6RZT?CV\ZB<7?N^!;R#'?I6 Y6.:>RJ+!5L/>\]*3U(= M?"\)&DCY?%&'K#_;?)6&53;P?0Z%%BZQ?:.#ZB!E%[CDXA4 MV5:>DA58DTX*D*I<9D4=CR5@83P$C7YDCC,4B\AH^BK+BA9MF"--B']RA1TF MAQQWD%X(D/M;@U7WC\9>MTUWCG9B T2QC09E<#O(BWEI"3,*B>ILV"KVB&1P MTB.]AOYU#!VOA RBL_@9. Q";3;@3* L!^7@0R BEHSA$B'2%*!A">&ZTIV@2&;"4)?@L>$ M+#IB@?N$#C*&=@@5]#32M\@-.^!23]@+*!XZ\/+U3F%- =IT55EBIA"CVDD[EDGC7!D0]H:!YACEUL;">%B[5PE2%AB3]T[QQM MAR!Y4E-]E[]@E$Q.E?QC6D39D_UF/3TYD:=I4C6LCR%LC2Y:C)EO^R>WBA]S MA2'"A]QW.QSRA>]ZX5, (E5)FHTO)DZ]HI$1.D=!K43S5%*CH=^&4!;C8U^>D,?C!)^H3O]BC5^NC3YB$5^-]"XXAG5_12@XA+I_MJB++@U!_QZ.@CJ .5$1C7^#FTH-C*"#?4+TBSV# #OEB6N":S3!AW^:_"Y1 MA;R!]2A4A\N!.2+]@M&!(ZY@=>_U:U5!M;f]HQ-B N4A@#_$;&_8F!$=87A= M"V;'6?ZI#GAWQ@NG3L7AAD0V5]8GQGU%7J9R-KA4;^; UO9S@:<5ASIRK(=NIX;)Y-37%C MBY"34?EF*()M5G=HPW.76PMK8F1>7]5N#E4&9.IPV$8=:D1SRC?(<.!W"RK7 M=?AZL9QWZ8-M58[B3GQO!8#64UAPNG)46$AR ;M1Z3RK>=2)\SIJT1?YV^XU@2V!WR7^"4)QXFW$:5>!Y;6)M6V9Z2U-]+M83]|/$439UM\/S=$;=-]:BKC=&I^O9DJ0NZ =HP92*^_97YX3D" 5'\4]> M0F&H6;> -%+\7\F -$2W9C> /# <5;/] 4RKH<\V >9?B0$O8L-1F&(PGVD M3#Z'R6^14AN&T6$/6#&%W%*#7I6$ZD1?4A#]S;S;$,"_ "KL0P"8.WR!24>5:FZR3X.2LF!A5?Z0 U'T7,>-0T0$8]>* M:S:];S2':BKRF=V.)5Z6,=9.HC'7$E<_WM;7\U@CVU;8VMD M'E]B9SMGM5!..TYK;D(F;Z%O6#2+=%ASJ"A,>4]X?9.Z5)!BS(<86))EQ@WGN M7'QH-FD-8'UJZEW,9+- MJD]R:3%PBD&/;?!SDC1&%=ZH((4-)L M$(5_53)M[!AS67=OR&KI7=%QI%S28FMSBDZU9TMUBT$4;&UWJS00<>9Z""A[M=WU\H!V375U- X0<4C!V/W8\C2HY^/(+U3Y=^<78X5(-^FFCH67Y^O5M*7K5^Y4V: M9#A_'4!=;?] 8C/$=B& &8X/2!2"'X(&36.&:'5M4I"%LF@[51\V$ M]5\O74>$/4TF8P]#C4 D:0R"XS.N;UF"-2BK=9V!A(TY1@R/BX%+2Y..$'3+ M4/;,>6>S5F>*V%H[7!:)0$R\8A2'JS_?:$J&%C.<;L.$;BBU=3""NXRB1'J7 MEH#!2BN52'1.3[22SV=)54N03EGK6R&- VTR&84>+9C^O9ZJ(Z3-\;DZ&42B^_M=-F#O(R^9%U08X!P9LE4MW.Z;519#F9^_%=:%C>;MAAU4LE<>AE;3W@=3%K M/S$E>-=P@"7 ? +UV6(KL7_A9.G\78N5YMXBXE46_%B#7YG7U-DV"%]8JEGH&219A%]M:%=/::AM/TGZ;81P-CTD<9U55$K=@MVRB8<>IQZF8?"6%%JSGPO7!1LSW 3 M7\!NSV-Z8WUPS59@9W=RU4E(:f)T^CR5<"AW/S#"=.MYP29!>;Q\?H9851IS M=\KD62UTL&[G72MUXV]83JW$56]98-X2DBX:A=YF#Q=;N!Z_#"H<^U\B29A M>/Q^-H4J4E- [_'G75]U\=&W\6O)\V&&;7TI],E3X8|H]DDA*;+%^!3P;;<-^ MB#"3%E_O80V3_>$37C|5(R$ FT\60V#DV#R7:2#%%1D8G2"G4?=_M9XB",COM;-"!TC")+LD-]K:BVM>|)PKR-[M? OAV>X!B9V%9 '5Q:;AEESP"/ ?:]=IW%"C;LQLSD1@ M0EVL2/\?,-ZBWV(8 UIB7+"8RUKJ&>:9CMMQUP.:59O MZD_[;*1R%D/R<"MT8#A$<^1VS"\;=|]Y=B0Q>]U\5GPZ7/QQL7&I8&=S&6:5 M8\!T>EL,9R9UUDI):L!W/T-D;IUXP#@?Q9]!7LG6E-Y MNW""M7? UZ<&6U89A[#EI&941[H$ZD:2%\/$,";3Q\|3?]<8E]KRU_=@A^A22"M>F]_8WI(6 Z'CF_E6_"!D&4#7[*!:,%FI8ZB!+4X<9\" ^T*B;!- V#*'<)6 MQ"V =4R M"2A>>2 H'F;5BZ)&6]}6D" (;F1Q7C^'?EDI8E&&<$VI9IN%;D(^ M:R>$>3>/;]2#D"U]=+*"H"2Z>7.!K7D>5+202F[66.V._6/^70Z-15B^84"+ M8$U59:N)B4(':EV'P3=@;S>& BUC=$"$/B3.>1B"BG=L!/B'3^R>K%FO32O?)AKF"]7?1.1PX"%D@1-VF77&Q8 MO6O/<-5<3&$N'YK,#2&>L%O3RIL?41SRR&]M?]HXG72'\W%@@FJ4;9)C:F T;ZUF5E5! <=%I2TH.=!-L6#[C=H9OC#1/>2%R M["IU>_)VEB(*?LAZ>W.,:]YH.6EG:D]I=5\7:/ELM51\V1N^TELLEY.")-?=E\+V(?92EOXVA29^5Q<1[J2*%?0Q]MW$A8IQW=F>"99=X85UP M.'IY-U+Z.W!Z!$A>,HEZWCW1<=A[TC/5=4M\V"]0>.9]\B*U^&!_#W!38&M^_MTF;%8YQ_&5S'9KE_-5)E.>|_0$??,3%_5SUY<+5_@C.Z=%=_O2]9>"A_2+< M>]& .&^P7IF%Y68T8?>%C5Q!94&$[U^P:).$,T=X;!&#A#TA;\F"YS.-UV!,F\YT22,JF7'8*]+OVS2>LU1%6-*95&.9XB(VT+1B,5>P"]_VS2>LU1%6-*X>5+1EEM?&)98$\!745= MKT2D?BUB)3HP? RUFU3!5@$IKOB#Q;Y5B5 M>5Y?@TZ$>H)C-40O>[-G'3GN?01K#S!*?G)O1R=H@!)SUA_L@;]XHFI [=HMEF$W&=_1HJ$.E>7!KUCF:>Q)O+S P?-!RLB>*?KEV>R!) M@*%Z:VDH<'IFWV =5=S,3 ->V%U-M^B>A?8UX^""9?ZI\"F@D;.1N"U\S,ZEOQE7D<9EQ@DQ&AMY&2>Z?(9[2"#>?M=]?&<[:RIU)EY?;6UV1%4M;YEW5$NW<<1X M84(U= =Y? 3C-=G)ZN2_R>/I\B?4>Z!]9B$?^B5^P69\;0=\$5W#:X=\F%2K M:>=^\$M&<$%]2'. 5^OB?G>MY_3R%&?9)_UV7D9SV" MN5TY:>Z"%K;>OZ!\D%V<9R!G#@Z=&J\7"_ =T*!+B?U>C^ ^R%L M?1] P65R9%.S@7^TD%@,?.%AGD^$ M?9!DN4./?BYG[#Y ?M!K0S28?XQNR2Q:@%QR=B3B@4]V81Z^@DEZ6U]4>0YE M7EA=GV4ZE>P-]7T7P>^1L^CT'?,YOLC14?=)RD2Q.?NEUCR4-@!QXNQ\< M@4E[YUYP=D]L'U9,=YAN!DWC>,%O\T5&>=QQZCRE>P9T #0?7$YV-BQ"?:-X M@24P? Q%ZZA]K@&X}!UVE<^1RRU67=6QT(4U'=LYU;D3'>%VP3Q!>7YX*#/Z M>O1YKBO%?(%[1B53?BA\Z1^M?!=>EST<#5\%#/0>=A\YBQ>5]RB5Y?5]^KQ_C?O]_@%QF<)_C%2(<@=_QTQG M<|%_QD09=7-_LCO'=QQ_NS.F>,Q_W2Q">L& %"6/?+R 0" /?]2 7%O\;I"% MFE0D<+^%3$P+"F"CRP]>B*"#R6;?$*!C" R M? D*!#UB*BSI085#XBH14@4D;B@!8OD#=B5Y=*5AQB*=ATS RA^YFP2B=AT)K MY""8AK9Q51Q@AE%VV5=OA_U6UU 5A[A;@4A,AUI>14 ^AN)B+C@0AEAF2# 2 MA==]GBB_A69O("(UA1MSXASMA/%XIU:8A-5=24\[A-A@=4>OA"AJG"_]@^AN6"C5@[ER-B*!@Z]V1AUG@[YZ3%72@=UCKTYV@AUF4T;< M@C=:!$\|C@C1KV#=0@BANSR^,@BQQ["C@@C!U)2**^@G)X@4W0@K9[QU41?RE] M#4W!?ZML)D8Y?_YN3#Z7@#%P@C<*@&%RX2?,@*1U7RCH@/1W|B+Q@6!ZD1XI M@=1[%U1??,1P6TT=?8IQZD6Q?A=S>CXM?GQU%3:^?MQVS2^(?TUXIRCS?!)Z MBR,<@'1\=!YS@1=^.U/%>K-V>4R4>[AW@$5"?'MX=#W9?0QY;C9!?9=Z@R|K M?C)\LBD(? M9\|B-$?ZI^(1ZP@'M_.U-!>,=\64P6>B|\UD35>R9]+3V&>^!] M@C9 ?(Q|\B\Z?5)^>"D#?@]_#B-O?O]_EA[A?_V U+@=W&"'DO,>/:'%T2@ M>A^!OSUQ>NV!6#95>Z.!&B|H?'R ^"DG?6. Z*?GZ SA(?YB &$|8D_U/ MHTA*DH13TD%@D1%8'3H|CX5]M QT3&A?%OE3Y A9EQ;C?$A/95?C%SA#EU<'MC@XEWI'7P@0%YY5B$F@HQ"1UA M@DY^ TJ%!SDT1,A"!TW#WDA)V(C>&QXMW>S%,@O5X\BM:@FUZ@B82@?=\ M%R%;@!\,BM%M@8MJ(":8;3)^%B&$@4E^^^1W:@2Q_M$G[@'Q^J4.7@5)^VSU5@9U^YC'EZ>WQ]? G^_@8*# MA(6&AXB)BHN,C8Z/D)&2DY25EI>8F9J;G)V>GZ"AHJ.DI:.G]*FJJZRMKJ^P ML;*SM+6VM[BYNKN\O;Z_P,""P\3%QL?(R+CY.7FY^CIZNOL[>[O\/'R_3U!O?X^?K[_/W^_P !0(" P,$! 4& M!@<'" @"0"+"PP,#0T.#P\0$!$1$A,3%!05%A87%Q@9&1H;&QP<'1X>'R @ M(2(B(R0D)28F)R@I*?HK+"TM+B\]P,3(R,50U-C?Q^@8.&B8N.D)*5EYF;G9^AHZ6G MJ*JLK:^PLK.UMK>YNKN\O;_P<+#Q,7&Q\C)RLO.SW]_@X>'BX^/DY>7FYN?HZ.GIZNOKI.SM!N!O[_#P\?+R_/T M]/7V]O?W^/CY^?K[^_S_?W^_O\ 0$"@.#! 0%\@8'![P@("0D*"PL,# T- M#@\/$! 1$1(3$Q04%186%Q<8&1D:&AL<'!T>'A\@("$B(B,D)"4F)B9FYV?H:.EIZBJK*VOL+*SM;:WN;J[MO+V_P,"'P\3%QL?(RKKZ^SL[>]N[^_P\/R\O/S\/3U!O;W]_CX^?GZ^_O\ M_/W_O[__Z8Y.O^B1DK]H$U@\;1,E9+'$IV^VP:=X MN[VG@<"ZI8?&MJ.'RI.@A]"OG8C6]YJ+W:67E>;EEY7FI9>5YJ67E>;EEY7FI9>5YJ67E>;EEY7F MI9>5YJ67E>;EEY7FI9>5YJ67E>;EEY7FI9>5YJ67E>;E MEY7F_Z8Y,O^B1DK]H$U@\;1,E9+'$IV^VP:=XN[VG M@<"ZI8? &MJ.'RI.@A]"OG8C6]YJ+W:67E>;EEY7FI9>5YJ67E>;EEY7FI9>5 MYJ67E>;EEY7FI9>5YJ67E>;EEY7F_Z8Y,O^B1DK]H$U@\;1,E9+'$IV^VP:=XN[VG@<"ZI8? &MJ.'RI.@A]"OG8C6]YJ+W:67E>;EEY7FI9>5YJ67E>;EEY7FI9>5YJ67E>;EEY7F MI9>5YJ67E>;EEY7FI9>5YJ67E>;EEY7F_Z8Y,O^B1DK]H$U@\;1,E9+'$IV^VP:=XN[VG@<"ZI8? &MJ.'RI.@A]"OG8C6]YJ+W:67E>;E MEY7FI9>5YJ67E>;EEY7FI9>5YJ67E>;EEY7F_Z8Y,O^B1DK]H$U@\;1,E9+'$IV^VP:=XN[VG@<"ZI8? &MJ.'RI.@A]"OG8C6]YJ+W:67E>;EEY7FI9>5YJ67E>;EEY7FI9>5YJ67E>;EEY7F MI9>5YJ67E>;EEY7FI9>5YJ67E>;EEY7F_Z8Y,O^B1DK]H$U@\;1,E9+'$IV^VP:=XN[VG@<"ZI8? &MJ.'RI.@A]"OG8C6]YJ+W:67E>;E MEY7FI9>5YJ67E>;EEY7FI9>5YJ67E>;EEY7F_Z8Y,O^B1DK]H$U@\;1,E9+'$IV^VP:=X MN[VG@<"ZI8? &MJ.'RI.@A]"OG8C6]YJ+W:67E>;EEY7FI9>5YJ67E>;EEY7F MI9>5YJ67E>;EEY7FI9>5YJ67E>;E MEY7F_Z8Y,O^B1DK]H$U@\;1,E9+'$IV^VP:=XN[VG M@<"ZI8?&MJ.'RI.@A]"OG8C6]YJ+W:67E>;EEY7FI9>5YJ67E>;EEY7FI9>5YJ67E>;EEY7FI9>5 MYJ67E>;EEY7FI9>5YJ67E>;EEY7F_Z8Y,O^B14K]H4Q@\]5+<>:12H//JDV5SZE6I:J2(+;K4J3T*Q2H\FL7;_&KV>SP[%QN+^S>;VXKX'$ MLJJ'RZRFAM"EHX;5G9^&VI.=B]Z3G8O>DYV+WI.=B]Z3G8O>DYV+WI.=B]Z3 MG8O>DYV+WI.=B]Z3G8O>DYV+WI.=B]Z3G8O>DYV+WI.=B]Z3G8O>_ZL1H'2TK!.H+ZRKH"%K;J' MRZ>GA<^@I(33F*&%UX^?B-J/GXC:CY^(VH^?B-J/GXC:CY^(VH^?B-J/GXC: MCY^(VH^?B-J/GXC:CY^(VH^?B-J/GXC:CY^(VH^?B-J/GXC:_Z,"MKH'&[:J&RJ"H MA,Z;I831E*.$U(RAA]>,H8?7C*&'UXRAA]>,H8?7C*&'UXRAA]>,H8?7C*&' MUXRAA]>,H8?7C*&'UXRAA]>,H8?7C*&'UXRAA]>,H8?7_Z N3ZI$;NFQ07_?N#Z.UKU"F_#2J3"OEROMK=LN:ZQ>,&IKH'&I:N%R9ZIA,R8 MIX//D:6$THJCAM2*HX;4BJ,&U(JCAM2*HX;4BJ,&U(JCAM2*HX;4BJ,&U(JCAM2*HX;4BJ,&U(JCAM2*HX;4BJ,&U(JCAM2*HX,4_Z@W,O^D1$O^ID9>]*U" M;>JT/GWAO3N+VL8\ELK&2*2YO%RRK[9MNZFQ>~<&EKH+%H:R$R)NJ@\N5J8/-MCZ>$SXFFAM&)HH;1B:.&T8FFAM&)HH;1B:.&T8FFAM&) MHH;1B:.&T8FFAM&)HH;1B:.&T8FFAM&)HH;1_Z@W,O^D0TO_]$-=!:\;.RX M.GKDPS>'W=,UD,'$2:>QNEZUJ;5NO*2Q>L"BKX+$G:V$QYBLA,F2]H3+C:F% MS8BHALZ(;.B*B&SHBHALZ(;.B*B&SHBHALZ(;.B*B&SHBHALZ(;.B*B&SHBHALZ(;._ZBV;O^E0DO_]D%<)K(;NZ]-G?H MRS. T-(SD[C#2ZBJN6"VI+5PO*&R>|"'>L((#FJZ$Q96MA,>0K(3)BZN%RH>]MALR'JH;,AZJ&S(>]ALR'JH;,AZJ&S(>]ALR'JH;,AZJ& MS(>]ALR'JH;,AZJ&S(>]ALR'JH;,_ZDU,O^E0DO_K#U:.^+LA\F'MK(?)AZR'R8>LA\F'K(?)AZR'R8>LA\F'K(?)AZR'R8>LA\F'K(?)AZR'R8>L MA\F'K(?)AZR'R8>LA\F'K(?)_ZHT,O^F0$Q_L#E8^:TQ8N?.+6G0X"L_N<\W MEZ?"4JF>NF:UFK5SNYBS;Z7LH/ E+&%P9"PA<.-KX7$B:Z&Q8:NA\:&KH?& MAJZ'QH:NA\:&KH?&AJZ'QH:NA\:&KH?&AJZ'QH:NA\:& MKH?&AJZ'QH:NA\:&KH?&_ZLS,O^J.TG_MC)3\, (6;"WR2"K9O&BREK=UN)2T?;V3LX.^D;*%OXZRAL"+L8,!B+"'"PH:PB,.&L(C#AK"(MPX:PB,.&L(C#AK"(PX:PB,.&L(C#AK"(PX:PB,.&L(C#AK"(PX:PB,.&L(C# MAK"*

{PX;PB,.&L(C#_ZTQ,O^P,T7XP"E,W]8C3-^Q7NE?,1]\GO$?J=YPX"H>,*"]7?"@ZIWPH.J<*#JG?"@ZIWPH.J*

M=#JG?"@ZIWPH.J=*#JG?"@ZIWPH.J=*#JG?"@ZIWPH.J=*#JG?"@ZIW MPH.J^KX<*:,=#B/`\!0_K/T>5YSP+6J/Y3YYAMY.@X'87XM_U&N0>M%PE'?/ M=)=USG>8<\UYFG+-=>YMQS'Y;<,M_G&_+@)UORX"=;\N G6_+@)UORX"=;\N MG6_+@)UORX"=;\N G6_+@)UORX"=;\N G6_+@)UORX"=;\N G6_+@)UORX"= MV=(+&,3M#BFP_19!G_]D59'T-66'ZT9P?^54>7OA87|VW6B$8UIUGJ:.-5\CF?5?BJ\GU7Z/9]5^CV?5?H]GU7Z/9|5^CV?5?H]GU7Z/9|5^CV?5?H]GU7Z/9|5^CV?5?H]GU7Z/_Z,Y M*O^?*

1D#_G5!5^J!09>^C477DI%.&VJ);EM"@9:3(G7"PQ9Q[M<<@[F_FHF^ MO)6+PKJ0C,6XC(_)MHB2S+.$E|\^R@9_2K7^BTZU_HM.M?Z+3K7^BTZU_HM.M M?Z+3K7^BTZU_HM.M?Z+3K7^BTZU_HM.M?Z+3K7^BTZU_HM.M?Z+3K7^BTZU_HM.M?Z+3_Z,Y*O^? M1D#_G5!5^J!09>^C477DI%.&VJ);EM"@9:3(G7"PQ9Q[M<*<@[F_FHF^O)6+*

*MPKJ0C,6XC(_)MHB2S+.$E\^R@9_2K7^BTZU_HM.M?Z+3K7^BTZU_HM.M?Z+3 MK7^BTZU_HM.M?Z+3K7^BTZU_HM.M?Z+3K7^BTZU_HM.M?Z+3_Z,Y*O^?1D#_ MG5!5^J!09>^C477DI%.&VJ);EM"@9:3(G7"PQ9Q[M<*<@[F_FHF^O)6+PKJ0 MC,6XC(_)MHB2S+.$E\^R@9_2K7^BTZU_HM.M?Z+3K7^BTZU_HM.M?Z+3K7^BTZU_HM.M?Z+3K7^B MTZU_HM.M?Z+3K7^BTZU_HM.M?Z+3_Z,Y*O^?1D#_G5!5 M^J!09>^C477DI%.&VJ);EM"@9:3(G7"PQ9Q[M<*<@[F_FHF^O)6+PKJ0C,6X*

*MC(_)MHB2S+.$E|\^R@9_2K7^BTZU_HM.M?Z+3K7^BTZU_HM.M?Z+3K7^BTZU_ MHM.M?Z+3K7^BTZU_HM.M?Z+3K7^BTZU_HM.M?Z+3_Z,Y*O^?1D#_G5!5^J!0 M9>^C477DI%.&VJ);EM"@9:3(G7"PQ9Q[M<*<@[F_FHF^O)6+PKJ0C,6XC(_)MHB2S+.,$E\^R@9_2K7^BTZU_HM.M?Z+3K7^BTZU_HM.M?Z+3K7^BTZU_HM.M M?Z+3K7^BTZU_HM.M?Z+3K7^BTZU_HM.M?Z+3_Z,Y*O^?1D#_G5!5^J!09>^C M477DI%.&VJ);EM"@9:3(G7"PQ9Q[M<*<@[F_FHF^O)6+PKJ0C,6XC(_)MHB*

*MS+.$E\^R@9_2K7^BTZU_HM.M?Z+3K7^BTZU_HM.M?Z+3K7^BTZU_HM.M?Z+3 MK7^BTZU_HM.M?Z+3K7^BTZU_HM.M?Z+3_Z,Y*O^?1D#_G5!5^J!09>^C477D MI%.&VJ);EM"@9:3(G7"PQ9Q[M<*<@[F_FHF^O)6+PKJ0C,6XC(_)MHB2S+.$E\^R@9_2K7^BTZU_HM.M?Z+3K7^BTZU_HM.M?Z+3K7^B MTZU_HM.M?Z+3K7^BTZU_HM.M?Z+3_Z,Y*O^?1D#_G5!5^J!09>^C477DI%.&VJ);EM"@9:3(G7"PQ9Q[M<*<@[F_FHF^O)6+PKJ0C,6XC(_)MHB2S+.,$E\^R M@9_2K7^BTZU_HM.M?Z+3K7^BTZU_HM.M?Z+3K7^BTZU_MHM.M?Z+3K7^BTZU_HM.M?Z+3_Z,Y*O^?1D#_G5!5^J!09>^C477DI%.&VJ);*

MEM"@9:3(G7"PQ9Q[M<<@[F_FHF^O)6+PKJ0C,6XC(_)MHB2S+.,$E\^R@9_2 MK7^BTZU_HM.M?Z+3K7^BTZU_HM.M?Z+3K7^BTZU_HM.M?Z+3K7^BTZU_HM.M M? Z+3K7^BTZU_HM.M?Z+3_Z,Y*O^?1D#_G5!5^J!09>^C477DI%.&VJ);EM"@_M9;3(G7"PQ9Q[M<*<@[F_FHF^O)6+PKJ0C,6XC(_)MHB2S+.,$E\^R@9_2K7^BTZU_HM.M?Z+3K7^BTZU_HM.M?Z+3K7^BTZU_HM.M M? Z+3K7^BTZU_HM.M?Z+3_Z,Y*O^?1D#_GD4^J"%.9. ^D3W7EIE&%VJ58E=&B8J)GVVOQ9]WM<*>_M@+F_G8B^O)F)P[F4B\>VCXW+LXJ0S[&&EM2N@Z#?IX&AU:>!H=6G@:'5IX&A*

*MU;>!H=6G@:'5IX&AU;>!H=6G@:'5IX&AU:>!H=6G@:'5IX&AU:>!H=6G@:'5 M_Z,Y*O^@1D#_GDY4^J)-9/"E3G3EJ$^$VZ=5E-*E7Z'*HVFMQ:)TM,*A?,F_*

*MH(6^NYV(P[B8BKB_I(*] MNZ*PJB=A\FSF(G/L)2.U:N2E]@BISV):.GMB6CI[8EHZ>V):.GMB6CI[8*

*MEHZ>V):.GMB6CI[8EHZ>V):.GMB6CI[8_Z0X*O^@14#_MH$M3^Z5*8_&I27+GK4J!WK!-D-6P59S.L%ZGR;!HK\:R<[/#LGRXO;" P;:L*

*M@LFNIX7/I:&*U9RV9&4GMF1E)[9D92>V9&4GMF1E)[9D92> MV9&4GMF1E)[9D92>V9&4GMF1E)[9D92>V9&4GMF1E)[9 Z0X*O^@14#_H4I3 M^Z9(8O*K2''HKTB W[-*CM:U49K0MEJDS+AEJ\]]<:[!N7NVM[* P*ZLA,BF MJ(7.G:2'U)2@CMB.GYG;C)N>V8R;GMF,FY[9C)N>V8R;GMF,FY[9C)N>V8R;*

*MGMF,FY[9C)N>V8R;GMF,FY[9C)N>V8R;GMF,FY[9_Z0X*O^A14#_HDE3_*=''M8?*M1G#ILD9_X+=''C-F[3I?3OU>?T,5CL7 <*VZN'FWL+* P*FMA<>@[(3-MEZ6%THZAB=>'H)+9AZ&AG-B'H9S8AZ&AG-B'H9S8AZ&AG-B' MH9S8AZ&AG-B'H9S8AZ&AG-B'H9S8_Z0W*O^A1$#_HTA2_*E%8?.N M1&_M4-*

*]XKQ$B=S"2I/8RE29RL9BI+Rl;K"RMGBY]K& P.2MA<>;J83,DZ.$ MT(]CA]2#HH]6@J*6UH*BEM:"HI;6@J*6UH*BEM:"HI;6@J*6UH*BEM:"HI;6 M@J*6UH*BEM:"HI;6@J*6UH*BEM:"HI;6_Z4W*O^A1$' I$92 .;I$8/2Q0FIK MN$%[Y,%"AM _1HW3SU*7P<1AI[.[;;.KM7B[I,& P9^NA,.8J$X3*D*B$SHBF*

*MAM&"I(S3@*22TX"DDM. I)+3@*22TX"DDM. I)+3@*22TX"DDM. I)+3@*22 MTX"DDM. I)+3@*22TX"DDM. I)+3_Z4W*O^A1$'_I451_JQ"7_6T/VSMO#YX MY\=*

@>#61H?)S5&;N,)@JJRZ;,6EM7B\H+& P9NNA,65K(3(CJ]$RX>HALZ" MIXO/?Z,/T^FC|!_IH_0?Z,/T^FC|!_IH_0?Z,/T^FC|!_IH_0?Z,/T^FC|!_IH_0?Z,/T^F MC|!_IH_0?

*Z,/T^FC|!_IH_0_Z4V*O^B0T'_IT-0_ZX_7?>W/&GPPCMSYM__M>=-/9(XJ^RU&=K\!AK*6Y;K;@M7F\G+!*!PO)BOA,.2KH3&C*R%R(>JA\|*9B_P9^NA,.8J$X3*D*B$SHBF*

*ZF.S7^ICLU_J8[-?ZF.S7^ICLU_J8[-?ZF.S7^ICLU_J8[-?ZF.S7^ICLU_J8[-?ZF.S7^ICLU_J8[-?ZF.S7^ICLU_MJ8[-?ZF.S7^ICLU_J8[-_Z8V*O^B0D'_J4!/_{{(6_F].&7LRSAMW-PU>,?6 M/HZSR5*@I\!CK9^Y<+:,M7]\F+*!OY2QA<*/KX7$BZZ&Q8:MA\>"K(K(?*

*ZN-_MR7^KC,Q?+K3/Y&I MR%2AG\!EK9FZA MF,%G]Y2\<[*2N'RWD+:,"NHZTA;R+LX,^B+*'P(6QB<&#L8K!@:",_PH&PC,*!*

ML(S(",_PH&PC,!L(S("@:",PH&PC,*!L(S("@:",PH&PC,*!L(S("@:",PH&P MC,*!L(S("@:",PH&PC,*!L(S("@:",PH&PC,*!LL(S"_ZDR*O^K,#W_N"|%|L@I2-;!(5)5+#[*ELL=\Q@J'219*7REJ?D<-I MIXZ_=*V-*

*O'RQB[J!M(BY@[:%N(2X&@I>&N8&VA[I_M8FI?K6+O'ZUB[Q^M8N\ M?K6+O'ZUB[Q^M8N\?K6+O'ZUB[Q^M8N\?K6+O'ZUB[Q^M8N\?K6+O'ZUB[Q^*

*MM8N_ZLP*O^Q+5CVPB8\W-H?:\;K(U>S[*IOH]\U@I;42I"/S5V;B\AKH8G$ M=::&PGNJ@\!^K(&_@*Y_OH*P?;V#L7N\A;)ZNX>S>;N(LWF[B+-YNXBS>;N(MLWF[B+-YNXBS>;N(LWF[B+-YNXBS>;N(LWF[B+-YNXBS>;N(LWF[B+-YNXBS M_ZTN*OZ{)3#CTAHMR>@;0;;W(UJE["YOEN$\?XS83XN'TE^3A,ULF8'*=)Y^_MR'BA>\=*

{HWG&?.1XQ7^E=L2!G7#@Z=TPX2H<&J7/"AJESPH.I<*&J7/"_MAJESPH.I<*&J7/"AJESPH.I<*&J7/"AJESPH.I<*&J7/"AJESPH.I_{0D M)>S*%B/-Y1,LN?8.1J?*

Z)EN8[C5LC.5$>H3>4X. V6**?-5LCWC2<9-UT'65 M<\]XEW'.>IAPS7R9;\U^FFL@)MMS(*<;,N$G&S+A)QLRX2<;,N$G&S+A)QL

MRX2<;,N$G&S+A)QLRX2<;,N$G&S+A)QLRX2<;,N$G&S+A)QLRX2<|<$5&='? M#!B\\Q,OJO\>1YK\+%F.\CQGA.I++(MIUWJ,:-9\C6?6?

HYFU8".9=6!CV75@8]EU8&/9=6!CV75@8]EU8&/-M9=6!CV75@8]EU8&/9=6!CV75@8]EU8&/9=6!CV75@8]EU8&/TM<(", _H#1VM M_Q4SG?\C19#_,U2%]T-??O%1.:'?

L7&|PZ6)T;^=G=VCE;7EFY'|!9>-S?6/B M=GUBX7A^8N%Y?V'A>W]@X'V 7^!_@5_@?X%?X'^!7^!_@5_@?X%?X'^!7^!_M@5_@?X%?X'^!7^!_M@5_@?X%?X'^!7^!_@5_@?X%?X'^!_Z

Y(?^<1C,_FE% M_YU26?>?5&GMH%=XXY]JS&M7]LQK5ZK.:U>JS&M7]LQK5Z MK,:U>JS&M7]LQK5ZK.:U>JS&M7]LQK5ZK.:U>JS&M7]LQK5ZK.:U>JS&_Z Y(?^<1C;_FE%*_YU2 M6?>?*

*5&GMH%=XXY]JS&M7]LQK5ZK.:U>JS&M7]LQK5ZK.:U M>JS&M7]LQK5ZK.:U>JS&M7]LQK5ZK.:U>JS&_Z Y(?^<1C;_FE%*_YU26?>?*

*M5&GMH%=XXY]JS&M7]LQK5ZK.:U>JS&M7]LQK5ZK.:U>JS&_M M7]LQK5ZK.:U>JS&M7]LQK5ZK.:U>JS&_Z Y(?^<1C;_FE%*_YU26?>?5&GM*

*MH%=XXY]JS&M7]LQK5ZK.:U>JS&M7]LQK5ZK.:U>JS&M7]L MQK5ZK.:U>JS&M7]LQK5ZK.:U>JS&_Z Y(?^<1C;_FE%*_YU26?>?5&GMH%=X*

*MXY]JS&M7]LQK5ZK.:U>JS&M7]LQK5Z MK,:U>JS&M7]LQK5ZK.:U>JS&_Z Y(?^<1C;_FE%*_YU26?>?5&GMH%=XXY]<*

MA]J<9Y72F7"AS)9[J\:4A+/$QBXNVPH^/NL"+DKR^AY6_O8.8P;R!F\.[?J#$-MNGRFQK=ZK,:U>JS&M7]LQK5ZK.:U>JS&M7]LQK5ZK.:U

*M>JS&M7]LQK5ZK.:U>JS&_Z Y(?^<1C;_FE%*_YU26?>?5&GMH%=XXY]JS&M7]LQK5ZK.:U>JS&M7]LQK5ZK.:U>JS&_Z MM7]LQK5ZK.:U>JS&_Z Y(?*

*^<1C;_FE%*_YU26?>?5&GMH%=XXY]JS&M7]LQK5ZK.:U>JS&M7]LQK5ZK.:U>JS&M7]L MQK5ZK.:U>JS&_Z Y(?^<1C;_FE%*_YU26?>?*

*5&GMH%=XXY]JS&M7]LQK5ZK.:U>JS&M7]LQK5ZK.:U>JS&M7]LQK5Z MK,:U>JS&_Z Y(?^<1C;_FE%*_YU26?>?5&GMH%=XXY]JS&*

*MM7]LQK5ZK.:U>JS&M7]LQK5ZK.:U M>JS&_Z Y(?^=1C;_FE!*_YY16?>@4FCMH59XY*%;AMN>9)32FVZ@S)AXJL:5*

*M@;+$E8FVP9&.NK^,D+V1B)/ O(27PIJF\6Y?J#*N'RGR+)!LBP>ZK(L'NJ MR+!LBP>ZK(L'NJR+!LBP>ZK(L'NJR+!LBP>ZK(M_Z X(O^=1C?_FTI*_Y\/6?*

*BB4&CNHU-WY:17A=RB8)/3GFJ?S9MTJ<>8?,'$ MEX:VP92,NK^/CKZ\BI+"NH:5Q;B"FLBW?Z#+M'RGS*Q\JK#$FH*V_MP9B*NKZ2C+.^{C8_$N(B3R+:,#F13?_*

*MGDO)_Z)+5_FF3&;PJ4YTYZM1@M^K5X[7JE^:T*AIL,NE13?_GDM)_M_Z.*5_JG2V7PITQSZ*U\/@."O5(W9KER8T]UFH!M[ZAA,"U*

*MFXG&KI6/S*B1E<^BCI[2FHFBTY:'I<^5AZ;.E8>FSI6'ILZ5AZ;.E8>FSI6' MILZ5AZ;.E8>FSI6'ILZ5AZ;.E8>FSI6'ILZ5AZ;._Z$W(O^>1#?_GTI)_Z1)-M5OJH263QK$MRZ;!-?*

^&S480:LUJ5I+-CGL^S;J?+LWBKPZQ\MBE@:,^OGH,&_M]FRZ&5DM';DIO3E8ZBU)&,I="1BZ,.D8NFSI&+ILZ1BZ,.D8NFSI&+

*MBZ,.D8NFSI&+ILZ1BZ,.D8NFSI&+ILZ1BZ;._Z$W(O^>1#?_H$E(_Z5(5ON]-M2&3RKDEQZK),?>*V3XG2UKIAFM.];.#)N'6KOK!ZMK.I?[^]HH3&HIV*

MRYN:D,^5EYG2D)6BU(V0I=",D;/C)"FSXR0IL^,D*;/C)"FSXR0IL^,D*;/ MC)"FSXR0IL^,D*;/C)"FSXR0IL^,D*;/_Z$W(O^>1#?_H$E(_Z9'5?NK1V/S ML$APZ[5*?.2Z3H,;>OU6/VL-*

@E=+;9S%NW.IN;-XMJZM?;^EIX+%G;(RY;?.MCL^/G);2BYRBTXB5I-")E*7/B92ESXF4I<^)E*7/B92ESXF4I<^)E*7/_Z(W(O^?1#?*

*_H4A(_Z=&5?RL16+TLD9N MI+A(>N;_3(/AQU.*W.UBCLI(;)O OW&JM+=WM:FQ?+Z?K("%EZ>&RI"DC,Z*

*MHI71AJ*ATH2,I=''%FJ7/A9JESX6:I<^%FJ7/A9JESX6:I<^%FJ7/A9JESX6: MI<^%FJ7/A9JESX6:I<^%FJ7/_Z(V(O^?0S?_HD9'_ZA$5/VN0V'UM41L[KQ&*

M=^G&2W_CSU2$V=1EB,C+,-YJZPG"IKKIWM.T?+V.KX'#DJR%R(NIBLR$IV+/ M@*;C<#,.9NSPW*HI[MYLYZU?JN7L8/"CJV%OH>KB,J!4BW-?*B6 MSGNHHLU[H;.-*

>ZFFS7NIILU[J;.->ZFFS7NIILU[J;.-*>ZFFS7NIILU[J;.-_M>ZFFS7NIILU[J;.-_Z,V(O^?0S?_I4-&_ZQ 4O^T/EWYO3\F[LA#;>/636_5 MW4Z!O--9D;7)9I^IP7&KH+MYLYFV@+J4LH7*

C^&Q(:MB,>_]XS)?*]2RG]K-MG,IVJY_*>:,N?RGFKG\IVJY_*>:,N?RGFKG\IVJY_*>:,N?RGFKG\IVJY_*>:,N? MRGFKG\IVJY_*_Z,U(O^@0C?_ID%%_Z\]4/ZX.UGSQ#QAYM%#9-G?*

0W/(W$[%_MM!!7E:K'9;@P'"LF;IYM)2V@+J1LX6^BI&&P86PB,.!KHO%?:V0QGIME\9Z-MK9K&>]V:QGJMFL9ZK9K&>]V:QGJMFL9ZK9K&>]V:QGJMFL9ZK9K&>]V:QGJM*

MFL9ZK9K&_Z0T(O^A03?_J3U#_[,Y3?F^-U7]S#I9V!T[I8LOE/W>[V4B)]\V7 MF#&9.28P'&LD[MZLY"X@;B,M82]B+.&OH6RB<"!L8O!?K'/PGNPE,-ZL);# M>K"6PWJPEL-*

ZL);#>K"6PWJPEL-ZL);#>K"6PWJPEL-ZL);#>K"6PWJPEL-Z ML);#_Z0T(O^C/C;_K3E!_[@T2/#&,TW?V390S>4V9[!D.WNMUTB,H,U8F9?&

*M9Z22P7*KCKU[L(RZ@;2(N(.WA+>%N8*UB+M_M(]?+,.QGIS3;!ZLY._>K.3 MOWJSD![ZLY._>K.3OWJSD![ZLY._>K.3OWJSD![ZLY._>K.3OWJSD![ZLY._M_Z8R(O^F.C3_LC,J[*

*N0N32+T'/Y*Y5O^\S;Z;A.WZ@UDJ-ELY;F9#(:.&, MPW.HB;B+MW>WCIAWMY"Y=[>0N7>W MD+EWMY"Y=[>0N7>WD+EWMY"Y=[>0N7>WD+EWMY"Y=*

*[>0N7>WD+EWMY"Y_Z"EHG+:,YV&QW2B M@\!ZIG_#?:E\P8"K>L""K'F_A*UWOH:O=;Z)L',IC+,%SO8VQ<[V-L7.!C,%S MO8VQ<[V-L7.!C,%SO8VQ<[V-L7.!C,%SO8VQ<[V-L7.!C,%SO8VQ<[V-L7.!C,%SO8VQ_ZDN(?^S M*BORQ2(LUMX<+R^2M=HNPV;Y7B0GV+VE*(A=1@D(+0;)9^S':;>\|W MGGC)>Z!VR'ZB=,>*

HW/&@1QQ82E<,2'IF[$B]=NPXNG;L.+IV[#BZ=NPXNG;L.+IV[#BZ=NPXNG;L.+IV[#BZ=NPXNG_ZPJ(/[J'R+<_MV1(;Q>L:,

[3Z(T]C^2Y>E>X\;8KE27F#WU;"?MIDB7K6,(YVTW&1<[)UE"0 M>95OSWN7;&.30#A/(Z1$@ MM?D;-Z7_)DN7^C1:H-NW""&;-MTB&K9=XEH MV7F+9)A\BV;7?HQEUH"-9-

:"CF/5A8]BU86/8M6%CV+5A8]BU86/8M6%CV+5 MA8]BU86/8M6%CV+5A8]BU86/8M6%CV+5A8]BU86/Z<<-#,K."P^W]Q(DL_\=

M.9C_*TE_CI7@_9)87SP56EU%YO;NEC=&KG:7=GY6YV9>1R>V/C=7OBXG=[M8>)Y?FV#A>WI?X7U_7^!_@%H@=WX.!7=^#@5W?@X%=WX.!7=^#@5W?@X%=

MWX.!7=^#@5W?@X%=WX.!7=^#@5W?@X%=WX.!R\ )-]KB"Q.H_Q0FFOA-XW__M,46$_T!0?/Q.6'3X5U\M]%UD9_)B9V/P:&IA[FQL7^UP;5WM7%;ZWIQ6>I\N299X?

+]NWBSO;MXL[V]>+.]NWBSO;MXL[V]>+.]NWBS MO;MXL[V]>+.]NWBSO;MXL[V]>+._]_YPX&O^:1BW_EU%!_YI33_Z<55[UG%IL M[)M?>N299X?*

+]NWBSO;MXL[V]>+.]NWBSO;MXL[V]>+.]NWBSO;MX ML[V]>+.]NWBSO;MXL[V]>+._]_YPX&O^:1BW_EU%!_YI33_Z<55[UG%IL)M? M>N299X?*

+]NWBSO;MXL[V]>+.]NWBSO;MXL[V]>+.]NWBSO;MXL[V M>+.]NWBSO;MXL[V]>+._]_YPX&O^:1BW_EU%!_YI33_Z<55[UG%IL)M?>N29 M9X?*

+]NWBSO;MXL[V]>+.]NWBSO;MXL[V]>+.]NWBSO;MXL[V]>+,] MNWBSO;MXL[V]>+._]_YPX&O^:1BW_EU%!_YI33_Z<55[UG%IL)M?>N299X?< MEG&2U9-*

*fG_^0A*3+CHRKR(J0L,6'E+3#A)BWPH&;N<%_GKK!:?*P'NFO,!Y MJ!V_>+*]NWBSO;MXL[V]>+.]NWBSO;MXL[V]>+.]NWBSO;MXL[V]>+.]NWBS MO;MXL[V]>+._]_YPX&O^:1BW_EU%!_YI33_Z<55[UG%IL)M?>N299X?+*]NWBSO;MXL[V]>+.]NWBSO;MXL[V]>+.]NWBSO;MX*

ML[V]>+._]_YPX&O^;1BW_EU%!_YI33_Z<55[UG%IL)M?>N299X?+] MNWBSO;MXL[V]>+.]NWBSO;MXL[V]>+.]NWBSO;MXL[V]>+.]NWBSO;MXL[V M>+._]_YPX&O^:1BW_EU%!_YI33_Z<55[UG%IL)M?>N299X?+*]NWBSO;MXL[V]>+.]NWBSO;MXL[V]>+.]NWBSO;MX*

M_YTX&O^:12[_EU!!_YM13_-=5%WUGEAK{)U=>>>2,9(;XPH:NL%_GKO ?;*]OWNGOK]YK;Z[>+&^MGFROK9Y*

MLKZV>;^MGFROK9YLKZV>;*^MGFROK9YLKZV>;*^MGFROK9YLKZV>;*^_YTX M&O^:12[_F$]_YU03O^?4ESVH%5]J.:!>.6?8(7=G&J1UIA5F]"5?:3+DH6K MQX^-*

*L<2,D;;"AY6YP8.9N[]_G;Z^?:*_O7]HP+QYK\&T>;#!L']PP+!ZL,"P M>K# L']PP+!ZL,"P>K# L']PP+!ZL,"P>K# L']PP+!ZL,"P>K#_YTW&O^;_M12[_F4Y_,YY.3O^A4%OWHE-I[J-*

*7=^:B78/>GV:/UYQOFM&8>:/+E8*KQY*)-ML<2.C(,"B9.ZOX28O.V G<"\?:/"NWNJQ+1ZK<2M>Z(#gNOP:H[K\&]>Z_!*

MJGNOP:H[K\&]>Z_!]GNOP:H[K\&]>Z_!]GNOP:H[K\&]>Z_!_YXW&O^;1"[_MFDU_ Y1-3?^B3EOWI%%H[Z55=>>E6H+?HV-Y*!KF-*<=:',F7ZIR)6&L,22 MC,;!C)&[OH.6O[R!G,,Z?*

*J3%MWRKQZU[J\:G?*W$I'VNPZ1]KL.D?:[#I'VN MPZ1]KL.D?:[#I'VNPZ1]KL.D?:[#I'VNPZ1]KL.D?:[#_YXW&O^;1"[_FTQ M_Z!,J?*

*^D35KXID[G*A3=.BH5X#@IUZ,V]1HEM.A<9 ,G7]GR9F#K\65BK7!_MCX^]O8F5P,]%G<2V@]3'L("]R*=]LBB?]S%BW^NPY]_KL.??Z[#GW^NPY]_MKL.??Z[#GW^NPY]_KL.??*

*Z[#GW^NPY]_KL.??Z[#_YXW&O^;1"[_G$L__Z%*.M3/^E2UGYJ$YF\:I1<^FK57_B]UN*VZEEE-6E:IW/HW>ERI^_K,69AK2_DXR\.MN(V3P:*)F<6NAJ'(JH2IR:&*

*JJN5'WCKUF(W:YBD=:M:YK1JG6BRZ5]J\\&=@{2YEHF\LI&0 MP:R,EL:GB9W(HX>FRIN#J,N8@ZO'EH2MQ9:$K<66A*W%EH2MQ9:$K<66A*W%*

*MEH2MQ9:$K<66A*W%EH2MQ9:$K<66A*W% YXV&O^<0R[_G4D__Z^{2_^G25CZ_MJTMD\JY.<.NO4GODLU>%WI1@CMFS:I;1L76>QJA\!T2<6>2;5FH>\K)2-PJ:0*

ME,:@C9O)G(NDRY:'J,N3AZO(DH>LQ9'K,62AZS%DH>LQ9*'K,62AZS%DH>L MQ9*'K,62AZS%DH>LQ9*'K,62AZS%_Y\V&O^<0R[_GD@__Z-'2_^H2%?[K4EC M*

*[!,,^RT4'GFN%;#X;M>B]|[:1+-M'.>P:MYJK>D?[2NG82\IIB*P,"4D<:. MD9C)EH^ARY&,],R/B]K(CHJLQHZ*K,:.BJ$&CHJLQHZ*K,:.BJ$&CHJLQHZ*

*MK,:.BJ$&CHJLQHZ*K:,.BJ$&_Y\V&O^<0R[_GD<^_Z1&2O^]1E;\KDAB]+-+_M:>ZX3W?HO55_X<%>AM: ;([(MW&=O:YWJK*G?;2IH8*IH9R(P9J8C\;4EL) MD)2?*

*RXR2J,R*CZK)BHZLQHJ.K,:*CJS&BHZLQHJ.K,:*CJS&BHZLQHJ.K,:*MCJS&BHZLQHJ.K,:*CJS&_Y\V&O^<0R[_GT8^_Z5%2O^K157\L$9A]K9);_"\ M3G3GPE5[W\AA@-*

*'#:HW$NG"=N+)UJ:VK>[.CI8"[FZ&&P92=C<6.FY3(BIF=:MRH:9J,N&E*K)AI*KQH:2]\;&DJO&AI*KQH:2]\;&DJO&AI*KQH:2]\;&DJO&*

*MAI*KQH:2]\;&DJO&_Y\O&^=0B[_H$4]_Z=$2^M0U3^LT!2]HI':._!37#E MR59UW.YD>LS&:8V^OFZP>,*>]WZZE:.$P{ZCB\2(H9+!A)^:R8"?*

*MI\]!FJK(@IBKQH*8]\:"F*O&@IBKQH*8]\:"F*O&@IBKQH*8]\:"F*O&@IBK MQH*8]\."F*O&_Z U&O^=0B[_H40]_ZA"2/^O05/_MD)=]FY&9>S'36OCTEAM MUM-A>L?*

9XRYPFV.K+QRIZ&V=[&8L7YYCZV"OHBJB<."])#&?:>9R'JGIK,9!GJS&?9ZLQGV>K,9!GJS&?9ZLQGV>K,9!GJS&?9ZLQGV>_MK,9!GJS&_Z U&O^=0B[_HD(_ZI 1_^R/E'!ND!9\!\-

*$8.C/3F/?W%EGS]A@-M>:<#/9HJRRR&N:IL)PIN\=]^'1N'NWB;6!0(^RA\!]L(#>*Z6Q7;MH<9UK*S&*

M=Z:MQ7>FK<5W!]W%=Z:MQ7>FK<5W!]W%=Z:MQ7>FK<5W!]W%=Z:MQ7>FK<5W MI]W%_Z T&O^>02[_I$ [_ZP]1?^U.T[WOSY5[,M$6>':3UK4WU%LQMI:?;C3

M8HNKSFF8G\9QD)7 =ZV.NWZTA[>#N8&TA[U\LHR_>;&3P7:PF\)TL,"02__ISTZ_[Z0_VZ.$KPQCM/X]5%3M7A1E_(XDMQNMU2@:S56X^?*MS&:;EL9PI(_*

*>*N*O'^QA+F#M8"WA[A\MHN[>;20O'>TE[UVM*&]=+.EOG2S MI;YTLZ6^=+.EOG2SI;YTLZ6^=+.EOG2SI;YTLZ6^=+.EOG2SI;YTLZ6^_Z(S M&O^@/B[_JCDW_[0U/_;*

*-43GSSE%U]\4,GG062[Y49VK-Q.A9_36I*5S&>-<MCL9QI(K^:J%OWZN@+R"LGVZAK1ZN8JV=]B.N'6WD[EXMY5V<[>@N7.WH+ESMZ"Y<[>@N7.WH+ESMZ"Y<[>@N7.WH+ESMZ"Y<[>@N7.WH+ESMZ"Y_Z,R&O^C M.BS_KC0T_KHQ.NW*,#O:W3(_RN:: PGVJ?,"!K7F^A:]WO8BP=+R+LG*[D+-PNY6T;*

*M

*{J;M&^ZFK1ONIJT M;{J;M&^ZFK1ONIJT,{J;M&^ZFK1ONIJT,{J;M&^ZFK1ONIJT_Z0P&O^G-2K_ MM"\PI,,J,=[8*RW,YBY%O?(U6[WN.VR?Y$1[D|M1AXO47I"&$VJ8@LMSG7|(M>*%ZQGRD=\2 IG7#@ZASPH:I<<&)JV_C:QMP)*M;+^5K6R_E:ULOY6M;+^5 MK6R_E:ULOY6M;+^5K6R_E:ULOY6M;+^5K6R_E:ULOY6M_Z4O&O^M+27\O"\|REW?-=YIT MRWN<'HFO&BJ-IQHZD;,61I6C%D:5HQ9&E;,61I6C% MD:5HQ9&E;,61I6C%D:5HQ9&E;,61I6C%D:5HQ9&E_Z!8@'W<9(9XV&N+<|5QCG#3=9%NTGF3 M;-%|E&K0? Y9ISX*7;,^&%B)EES8R;9,V.FF3 CHDS8Z;9,V.FF3 CHD MS8Z;9,V.FF3-CHDS8Z;_ZXD%O7!%Q34WPX0P.\8)K#|*
M(SRA_RU.E/DZ78GQ1VB!ZU)Q>N9=>'3B9'UPWVN!;=UPA&K<=(9HVWB(9MI[MB6779?8IDV("+8MB#C&'6A8U@UHF.7|6+CE_5BXY?U8N.7]6+CE_5BXY?U8N. M7|6+CE_5BXY?U8N.7|6+CE_5BXY?U8N,_KD6#=32"P;"[@X6L?P9*]+_)3V4 M_S),B?Q 68'V36)Z\%AI<^Q?;VSI9'-HYVIV9N5O>63D-Y?6#B M>WY?X7Y^7N& ?UW@@X!R^Q 9H_|<*Y7_*#N*_SA(M@?l%4GK\4EIRIUE@;_1>9&;R9&4SJ8.YM,%fM<6U<[71N6^QV;UK\>7!9 MZWMQ6.M|<5CJ?W)7TDH)S5NE$Y74CH2=T(J+H\V& MD:G*@:LMR'Z,L,9JH+/%>;::UQ>LML-VL[>^=[>WMWBVN+)YMKBR>;,XLGFV MN+)YMKBR>;,XLGFVN+)YMKBR>;,XLGFVN+)YMKBR>;,X_Y@S%/^70R7_ETTW M_YM-0_^?4%#_H%-=]Z!8;>^2777HG62 X9INB|N6=Y35D8"]>WPGBNN+6YL7FUN;QZM;FL>K6YK'JUN;QZ MM;FL>K6YK'JUN;QZM;FL>K6YK'JUN;QZM;FL>K6Y_Y@S%/^80R7_F$PV_YQ, M0_^@3D__HE%<^*-5:/"B6W3IH6%_XIY]B=R;JBYP7BQN[EXL[RQ>;.[JWJTNZ=[M;JG>[6ZIWNUNJ=[M;JG>[6ZIWNUNJ=[M;JG>[6ZIWNUNJ=[M;JG> [6Z_YDS%/^80R7_F4LV_Y1+0O^A M3$[_!$|;.:539O&E6'+U=9+4K"|V5Z(@M1HD7S0<969XS'>; M=,]GG#(@[%NQX>C:\6+I6G$D*9HQ):G9L.>]&?#+I:AEPZ6H9<.EJ&7#I:AEPZ6H9<.EJ&7#I:AEPZ6H_Z$0%/^H+Q_M2HB\,8D(=C= M(R#(Z2TUNO(U2:SQ/%]>|\$-IDNA,=8CA57^!VV&'>]=]C7;3<9%RT7>5;\|\ MEVS-@)IJS(6;;,N)G6;*C9YER9*?8\F8H&+(GJ%BR)ZA8LB>H6+(GJ%BR)ZA M8LB>H6+(GJ%BR)ZA8LB>H6+(GJ%BR)ZA_Z,M%/^N*1KXOR :WM88$\GH(B6Z MJ"LZK(@T39IW/%R2\49IB.E0SYF87L^9F%/|F9A>SYF87L^9 MF%/|F9A>SYF8_Z0C%O6E(U;UI2-6I:4C5O6E(U;UI2-6I:4C5O6 ME(U;UI2-6I:4C5O6E(U;UI2-_[>"^W&#@C-VPL(N_,5&JS_(2Z>_RP_DO\W M38?!I%A_)DIA>/%9;"M7VUZV1Q9^AJ=&3G;W=BY71Y8.1X>_E_C>WM=XWY\ M7.*!?
5OAA'Y:X8A_6>",@%C@CX%8X(^!6."/@5C@CX%8X(^!6."/@5C@CX%8 MX(^!6."/@5C@CX%8X(^!\|T-!,S/"0&|Y0P,K\7'I[_)"^2_R\|A_\|2?__ M25)X_%1:6]8[QP5^M^ M<%;K@7%5ZH1;.[(^SV1;6_EH75GX,%Y7]W!@5O=S857V=F)4]7AB4_5|HDH#'P^7611]('D4/,#94_5AF9/\X9F3_.&9D_5AF9/\X9F3 ,& M9D_SAF9/\X9F3_,&9D_5AF9/\X9F3_,& M9D_SAF9/\X9FO7_:59&KODFQUZ8YY2N2*@(?2A8>.VX".E-A\E)C5 M>9J]<<<*GO7'"|[UQ MPJ>]<<<*GO7'"|[UQPJ>]<<<*GO7'"|[UQPJ>]<<<*GO7'"|[UQPJ>]<<<*G_X\M#O^./A[_D$HM_Y=/ M.O^944;_FU92_H;?O>886GPE6ATZI%Q?N2.?(;?B02.VX.+E-=_DIK4>YB> MTG>>>H=!TF'3.)E=,:|D)K3?9;?'T'F= MH|YUHZ;-7&;RG&)QZYAI>^64|KJQWO.ZL=[VNK'>] MKJQWO:ZL=[VNK'>|KJQWO:ZL=[VN_Y M#O^0/A[_E4DL_YM*./^>3$/_4H]/ M_Z)46OJA667SH%|O|)UF>>>.8;X/@DWF.VXZ"Dl:'BIO2@9*8XMZR:ILIXHJK' M=:NMPW.TK[|SO+"W=;RPL'>[L*IXN[^G>;RPIWF\L*=YO+"G>;RPIWF\L*=YO+"G>;RP_Y$M#O^1/A[_ED@L_YQ(-_^@2D+_HTU-_Z12 M6/NE5V/TI%UM[|%C=^B>:X#BF'6)W))^DM.,AYK,AH^AQH"7I\%G]R]>:;O MN7:OL;=VNK*O=[JRJGFZL]5ZNK*B>[NQHGN[L:)[N[&B>[NQHGN[L:)[N[&B M>[NQHGN[L:)[N[&B>[NQHGN[L:)[N[&B>[NQHGN[L:)[N[&B>[NQHGN[L:) [N[&B>[NQHGN[L:)[N[&B M>[NQHGN[L:)[N[&B>[NQHGN[L:)[N[&B>[NQHGN[L:)[N[&B M>[NQHGN[L:) [N[&B>[NQHGN[L:)[N[&B>[NQHGN[L:)[N[&B M>[NQHGN[L:)[N[&B>[NQHGN[L:)[N[&B M>[NQHGN[L:)[N[&B>[NQHGN[L:)[N[&B>[NQHGN[L:)[N[&B M

^V.58OEAG&7X7Z)H]UZH:O91PXUKF<-Q=Z'#<7>APW%WH<-Q=`MZ'#<7>APW%WH<-Q=Z'#<7>AP_VHC!/]L,0K_;CX4_W=%'O|\32C_?E0S_WQ<

M//]Y9$7_Q9X7'F6N1QX%SG<=A=Z''87NAQV%[H<=A>Z''8 M7NAQV%[H<=A>Z''87NAQ_VLC!/]L,0K_<3P4_WI#'?^ 2RC_@5,R_X!://|\ M8D7_=VI,_W%T5?]N?

*UO]:HE@^F;29/ADF6CV8:!K]5^G;?<>K6_R7+-P\ENZ MVA-_W1Q5?]P?%O\;(=A^6B09O=EF&GU8Y|L\V&F,_>)K''Q7;-R\%R[=.;]. MQ77O6M!UZEK?=N)5WRF'E=\IAY7?*8>5WRF'EM=\IAY7?*8>5W_VTB/!L,0O_=CH4A X!!'?^%2"?_B8\Q_X=7,_^$7D3_?V9-_M_WAN5?]S>5$\;H1B^6J-9_9GEFOT9)YN\F*E-Q?XWG28.1XRV'D>=1CXWK$8^-ZQ&/C>L1CWKW$8^-Z_VXB!/]M,0O_>#@3_X,_'/^)1R;_BTXP_XM5.?^(7$/_@V-,_WUK M5/]V=5S\>QM)AXWO*8N)\Q&/B?;YEX7V]9>%]O67A?;UEX7V]9>%]O67A?;UEX7V]*

M9>%|_VXB!/]N,_O_>S<3_X8^'/^,127_CTPN_X]3./^-6D' B&%+_X-14_|\ M<5OW=GQB\W&';/!MD&WM;9EQZF:A=>ACJ7CF8,)ZY&"[>^)?QWS@7]H]U&+A M?#:,=RC&

]D;95SX&J==]UGIGK;9:Y\UF.X?M-BPX#18M.!RF3?@<%E MWH^]9]V"M6C=@!/IW8.P;=V#L&G=@[!IW8.P;=V#L&G=@[!IW8.P;=V#_W-A

*M!/]R+PO_@302_XP[&O^30R+_ETLK_Y=1-/^65SWZDUU&\XYD3^Z(:UCH@G5@ MXWQ_:-YWB6[9=!KH7W,:*F R6:R@L=EO8/%9>/:57AB7->VX)\ M9M-\A6_-*

*=XUUR7*5>L5OG7_!;*6"OF]MA;MIN(>Y:<2(MVG8B+!KV8BK;-F(-MIVW9B*-OVH>C:]]'HV_:AZ-OVH>C:]]'HV_:AZ-OVH>C:]]'_W$@!/]V+ K_ MAC(1_Y(Z&/^90B#_G$4CCPG5A*

*Z9I?2>*59U+:CW!0?+MTF("W<:"$M&^IA[%MLXFN;+ ^*K&S/BZANUXND;]B*H'#8 MBIUQV8F=<=F)G7'9B9UQV8F=<=F)G7'9B9UQV8F=<=F)_W(@!/]X*PK_B# 0*

M_Y0Y%_^;01[_GT4E_;%"+?2B4#3LHE8\Y!<1=8R_94_2DVUF^\A9!W-ML(&?;MD8*F>9F&HG>ABH|UJX\<=+:.FG3%CYAUU(Z5=M6-DW25C9)WUHN2=M=],+DG?*

*6BY)WUHN2=],+DG?6BY)WUHN2=],+_W,@!/]*0G_C2\/_Y@X%?^? M/1O_I$$AIZA&)^VK3"WEK5(SW*19/I"C84W&G&E:OI5P9;,=Y^OBG|V]86& M?:2!CH*??*

*I;'FWN>BY=Y}(Z4>+./DGC!D)!YTY"/>M2/CGK5C8Q{UHR,>],. MC'O6C(Q{UHR,>],.C'O6C(Q{UHR,>],._W0?!/]^* G_CBX._YLX%/^A/!G_*

*MIS\J*M%Q);JO2BGLU$NUJY7/LNG7TW!H&=:N9EN%)&3?2C|GQOVHX]#?9ZG_MBX*9@Y.'E(":,BY!^I8Z-?;"OBGV]D8E>T)&;(?M./B'I4CH=^U8V'?M6-AW[5 MC8=^U8V'?M6-*

AW[5C8=^U8V'?M6_W0?!/^)PC_D"X,_YTW$_^C.AC\]3T< M\;I"(>T2"3?MTXLT;%5/<>]7DR]HV59M)UL9*N76Y1A_;NTLKS;14/,*N7$NXIV-8KZ%J8Z:<<6V?EW=UF)-

*^?)*0AH*,C8Z' MAXJ6BX.(HC_AZN0?8>XD7N'R9%\A].0?(;4CWV%U8U]A=6-?875C7V%U8U] MA=6-?875C7V%U8U]A=6-_W4?!/^$)0C_E"T,_Z U$/^H-A3VKS@7Z[<|&.*_*

*M11G5ODDJR+A3.[VQ6TJSV]?JJ9H8J&A;VR9G'5TI8DA]>XR5@X&&DHN&@*4"MBWR.GHYYC:B0=HRUD72-OI%UC=.0=HO4CWHD)U8UXB=6->(G5C7B)U8UXB=6-_M>*

(G5C7B)U8UXB=6-_W8>_^&) ?_ERP+_Z(R#_^K,Q'RLS43Z+PZ$||%/Q?0 MP4@IQ+M1.;FU64BNL&!5I:IG89RF;6N4HG1SC9YZ>H.;@8" F(F%>Y:2B7:4

MFXURDZ;/;Y.SD&Z3PY!ND],/<)'4CG.U8URCM6-_^)(@?_F2P*_Z4P#?RN+P[ON#$.Y,,W#=G*.Q;+Q48G MO[]0.+.Z6$>IM5]4G[!E7Y:L.VF.]')QA]5X>(*B?*

WYZGX>#=)V/B&^.F8ML MFJ2-.9]PCF>;P(YGF]6.;9C5C6RA4UHQLE:.,.)36C&R4UHQLE:.,.)36C&R4 MUHQLE:.,_W@>_^.(0;_G2L(_Z@L'MOHC4WB)U8UXB=6-_W@>_^.(0;_G2L(_Z@L"OBGV]D8E>T)&;(?M./B'I4CH=^U8V'?M6-AW[5 MC8=^U8V'?M6-

AW[5C8=^U8V'?M6_W0?!/^)PC_D"X,_YTW$_^C.AC\]3T< M\;I"(>T2"3?MTXLT;%5/<>]7DR]HV59M)UL9*N76Y1A_;NTLKS;14/,*N7$NXIV-8KZ%J8Z:<<6V?EW=UF)-

*^?)*0AH*,C8Z' MAXJ6BX.(HC_AZN0?8>XD7N'R9%\A].0?(;4CWV%U8U]A=6-?875C7V%U8U] MA=6-?875C7V%U8U]A=6-_W4?!/^$)0C_E"T,_Z U$/^H-A3VKS@7Z[<|&.*_*

*M11G5ODDJR+A3.[VQ6TJSV]?JJ9H8J&A;VR9G'5TI8DA]>XR5@X&&DHN&@*4"MBWR.GHYYC:B0=HRUD72-OI%UC=.0=HO4CWHD)U8UXB=6->(G5C7B)U8UXB=6-_M>*

(G5C7B)U8UXB=6-_W8>_^&) ?_ERP+_Z(R#_^K,Q'RLS43Z+PZ$||%/Q?0 MP4@IQ+M1.;FU64BNL&!5I:IG89RF;6N4HG1SC9YZ>H.;@8" F(F%>Y:2B7:4

MFXURDZ;/;Y.SD&Z3PY!ND],/<)'4CG.U8URCM6-_^)(@?_F2P*_Z4P#?RN+P[ON#$.Y,,W#=G*.Q;+Q48G MO[]0.+.Z6$>IM5]4G[!E7Y:L.VF.]')QA]5X>(*B?*

WYZGX>#=)V/B&^.F8ML MFJ2-.9]PCF>;P(YGF]6.;9C5C6RA4UHQLE:.,.)36C&R4UHQLE:.,_W@>_^.(0;_G2L(_Z@L'MOHC4WB)U8UXB=6-_W@>_^.(0;_G2L(_Z@L"OBGV]D8E>T)&;(?M./B'I4CH=^U8V'?M6-AW[5 MC8=^U8V'?M6-

AW[5C8=^U8V'?M6_W0?!/^)PC_D"X,_YTW$_^C.AC\]3T< M\;I"(>T2"3?MTXLT;%5/<>]7DR]HV59M)UL9*N76Y1A_;NTLKS;14/,*N7$NXIV-8KZ%J8Z:<<6V?EW=UF)-

*^?)*0AH*,C8Z' MAXJ6BX.(HC_AZN0?8>XD7N'R9%\A].0?(;4CWV%U8U]A=6-?875C7V%U8U] MA=6-?875C7V%U8U]A=6-_W4?!/^$)0C_E"T,_Z U$/^H-A3VKS@7Z[<|&.*_*

*M11G5ODDJR+A3.[VQ6TJSV]?JJ9H8J&A;VR9G'5TI8DA]>XR5@X&&DHN&@*4"MBWR.GHYYC:B0=HRUD72-OI%UC=.0=HO4CWHD)U8UXB=6->(G5C7B)U8UXB=6-_M>*

(G5C7B)U8UXB=6-_W8>_^&) ?_ERP+_Z(R#_^K,Q'RLS43Z+PZ$||%/Q?0 MP4@IQ+M1.;FU64BNL&!5I:IG89RF;6N4HG1SC9YZ>H.;@8" F(F%>Y:2B7:4

MFXURDZ;/;Y.SD&Z3PY!ND],/<)'4CG.U8URCM6-_^)(@?_F2P*_Z4P#?RN+P[ON#$.Y,,W#=G*.Q;+Q48G MO[]0.+.Z6$>IM5]4G[!E7Y:L.VF.]')QA]5X>(*B?*

*WYZGX>#=)V/B&^.F8ML MFJ2-.9]PCF>;P(YGF]6.;9C5C6RA4UHQLE:.,.)36C&R4UHQLE:.,_W@>_^.(0;_G2L(_Z@L"OBGV]D8E>T)&;(?M./B'I4CH=^U8V'?M6-AW[5 MC

*M6D^K[EM/JOI;4:,Z6U&F^EM1IOI;4:,Z6U&F^EM1IOI;_X) .&2 0#1H 0 MQJL% +RT! "SO0,]\<+ *3)' &L%4+'_6S-M MOF(Y9[Q|/F*[<$->NG=`6KF 2U:YB4Y3N)104+B@4DVXKE1,N+]42[G85$NW M[51*MOE52K/^5DJS_E9*L_Y62K/^5DJS_E9*L_Y6^H<" -:8 #)I0, O:\# M +.X 0"IP@0 H0R"&[C/ |GXT458>--&USC52!7XUTD5.-D)U#B M:RI-XG,M2N-\,$CCAC)%XY T0^.<-4'DJ39 Y+@W/^7+-S_EY#<_X_V/>+[M.#WB^S@|XOLX/>+[.#WB^S@|XOLXQ$ +>K "[M GKX)/) @"(U-8 M?^X. 'GM&P%QI2<#:NXR"&3N.PU>[D,36.Y+%%U/N4AI0[UD>3.]@($GOPR-`M[VAE1//W)'T'P@"B\^-+#OQH2TY\[XN./*^+S?ST"\W\^:\$ J&M @-OV-(C3^F" D;?^O)3# .OR8O_||F+O_C)B[.XR8N M_^,F+O_C)B[.XR8N_^,FK:T) ^W "2P@ ALT 'G: !P\@@ ;/\1 &'_M&@%:_R,#5/\K!$"__.P9*_SL(1O]""T/_20U _T\,/?]5$#K_6Q$X_V$3-?]H M%#/ ;.Q4P W@6+O^'"%RS_C1D]_YD:*?^D&BC_KQLG_[H<)O_"":, QQPF |<< M)O_"":, QQPF |<-8 &$B !C__< 7A/ %7_%@%/ M_QX"2?\F T3_+@1 _50%//\ !:CG_00"1+_G@D2_YX)$O^>'1+_MG@D2_YX)_T(M_]",-3_2#($_TPV!O\:/ C_4$<. U!2%?\.7QK_2VL?_TAW M)/!%@R?_0HXJ_T&7+/_H"[_/ZI$_SGJ1\IY_T4K M _])+ /_4"P$_U4O!?]9-PC_7$(._UM-%?]8O$O_5E,@_U)O)?]/>BK_3(4M M_T]/.\(4#+_1'\T_I:F-?]%K3;_1;0W_T2\/Y$QCC\1-(Y^4/B.?9$[CGS M1/]$_5KK1?\[Y$;_/.-& SSC1O\\XT;_/.-& SSC1O_T8K_]-M*0/_5"D$_UDL!?]\>-0?_84 -_V%*%/]>5!K_6E\@_U=K)O]4=BK_48$\N_TZ+ M,?Y,E#3\2YPU^TIC-_D]CCX2+$Y!TBY.O9'PCOU1\?[\D??.^Y'[#OK2/8[MZ4? _/>=`-S[A2/_VDK_0-A*_T#82O] V$K_0-A*_T#82O]_TQ+OCWK2\H^Z4O;2OR6W@P[UB"-.Q6BS?J M5)0YZ%,;_^91HSWE4:H^XU"R/<^%/NT#@3\= WD_80=E/Z$'43_1#T$[^1).UD:2KI870PY5Y^<-);ASC@68\[MW5>7/MM5GT#85*9"U5.N0I)2MT304L)%<5E+01LM2Y4(:40)Q5+|2_T[\ M5/I*MU7_2K95_T]V5?I*ME7_2K95_TJV5?I*_U C Ol;'@+_ 9!X"_VTD_]S M*P3_=S4(_G@^#O9W1Q3P=% ;ZFI:(N1K92G@9V\OVV-Y-=9@@CK278H^SUN2 M0I1\96LDG$5KQ*PE7)2[]5WTN\5NY,N5;Z3;=6_TVR6/]- MKEG_3:O9_TVL6?]-K%G_3:Q9_TVL6?]-_U,@ O}>' +_:!P"_W$B O]X*/_ M? #$'^`NZ'!)0Q'!>DP8XG97'!QR82C4;6LO!OEKTW^8H5 Q&^-0^>`ME4; 79Q(O%ND2[I:K4RX6;=.XB4 /:/%@#GEA@ VYP< , ,+*03%ESL-O)-'M&+2.42.MBEDLIX9A-*&";3N*P3!FSD,N)=%%["2 M3R*ICE@KHHI?,YR&9SJ7@VY DH!U18U^?$J)?(1.A7J,4ID)XE59^=Y]8>W:J M6WEUN%QW=,I>+93F2B&Q C85S18B#>DJ$@(%,@'^^*4GQ]DU5X?)U8=7NH6W-Z MMEQQ>L=<<7KB7"%[\UIQ>_M9OQ8OQ8_V<1 M ?]U#P#_@PX](X<--N9"@##H0L S*05 ,*D)P.XHC8*L)Y"%,>:;3!^@EU0I MF9-<,9.08B-C6H_B(1O1(.(>$E^AG]->H2(47:"D55S@9M8:%*F6FU_M%QK M*15<:kX#?7&N \EIK@/M9;'\]6&U^_%AM?OQ8;7[\6&U^_%AM?OQ8_V8>D ?]U% M#@#_A0P XI((-6;"0#.HPD QZ@2 +VH)0*TIC0)]Z) $Z.?2AZ;FU(GE)A: M,(Z583>(DF@]@!!O0WZ.=DAYC'U,=8J%4'&(CE1MAYE7:H:D66>%L5MEA<); M987<6V6%\%IFA? M99X\6&>#_%=G@_Q79X\5V>#_%=G@_Q7_VP. /I[# #R MB0D V94& _^>" #)I@@ P:L0 +BK(@*QJC((IJ<^$IZD2!R6H5$ECYY8+HB; M7S6"F68\? 99M07B4=$9SDGM+;Y"#3VN/C%)GCI959(VB6&&,KUE?C,!:7XS9 M65^,[EE?C/M888K]5V&)_5=AB?U788G]5V&)_5=AB?U7_V\, /[_"0#?C0, MTI@& ,JB!@#"]08 N]\. +*P(&IKB\&H:P\$)BI1AJ!16+(.B73-] MGV0Y=YUK/M'>;<41NFGE(:9B!3&67BE!AE9137I6@55N4K5=.E+U8693445UF4 M|%@9_E66Y^:55N0_E5;D/Y56Y#^55N0_E5;D/Y5_W,) /6$! #8D0, S)P% M ,.E!@"[K00 L[,. *NU' &CM"P%F[(Y#I*P1!>*K4T@@ZM4*7VI7#!WIV(V M<:5I/&RD;T%HHG=%9*%_25^?B$Q4E:=JU-4G;Q44YW15%.=ZU-3 MG/A35)K_4U29_U-4F?]35)G_4U29_U-4F?]3_W@& .&) #0E@(OJ$# +RI M P"SL $ J[@(*2Z& "=(J W+2- PALT4(/9M%+%'04QL,P5BWCX*7=Y(#UG>4:15WE@74=Y@&T[>9QY+W6>2-YX M(T;>@25#WHPG0=Z8*3_>IBH^WI4J/>#(*CW?XRH\W?$K.]S[+3K<_2XZW/TN M.MS]+CK<_2XZW/TNP)\ +&G "DL F+H (W# "!S0(=M<'.&[H#P!I MZ!L!0^@G EIL@58Z3L(5.E$#$_J3 LZE_22>L%4;J8A=$ZVH90>MR&S_K_M>QT\ZX8>.NR1(#C!GB$WI:PB-NV[(S7NSR,T[N8C-.OU(S3K^",TZ_@C-.OX M(S3K^",TZ_@CLZ4 *:M "9MP C<$ (#+ !UU0$:>$& &3S$0!>\QP! M6?0F E3T, 1/!3@&2_5 "$?V1PI$]DX,0?=5#C_W7 \\IV,1.OAJ$S?X 3__M)<2(RT"_\S S/_.0.P S\$+O[$!"O_2@4I_U >%)]6!B3_708B_V4'(/]N M<OQ>0@;_X4(&O^2*1G_G@D8_Z@#)%_^S"1?_MPD7_[<) M0+H (+% !TT 9]P %CC !:+ 1_\" $+_# \_Q$ ./\8 33_'P$P M_R4!+/\K BG_. (E_S4"(\Z B#/P,>_T0#'/]) QG_3P.7_U8$%?]>!!+_ M: 01-W(@#_]^!0[_B@4_Y0%#?^>!0W_H@4-_Z(%#?^B!0W_H@4-_Z(%_SDO M O\\ /_03$#_T0T!/]$.@;_1$4(_T51#/]#'1'_06D6_SYV&?\]@\1S_.HP>_M_SF6(AXGB'_-Z4C_5>K(_\VLB3_-KDE_S;)'\URB;_-=\[_RWO._\M_SPM O]$*0+_2BD# M_TXL:/]1- 7 4CX(_U)*#*]\051+_36$?_TIM&_](>!__18,B_T.-)/!"E2;_M09TG_T"C*/\ JBG^/!$}_3^X*_P_P2OZ/\LK]S_<+1/4_Z2SQ_0K[S_]+.T_M_RWL/0\OZS[_,_<__S#G/_\P_T_J O]()@+_3B8#_U(I M _]6,@7_5SP'_U=`#/]541+_4ET7_U\!'/]-="#_2G\C_4B))OM'D2CZ1IDI M^$6@*O=$IROU1*TL]$.U+?-#O2WR0\@N\$/?+NQ#YR[I1/,MYD/\,.1"_S'C M0O\RX4+'_,]Q# S3<0 .\TW$/_--Q# S3<0 .\T_T,G O]+(P+_4B{"_U@G _]< M+P3_73D'_UY##/];3A' 6%@7_E5D'/I2;R#W4'HD]V)),C2GP214K[TF< M+>U)HRI[2*HOZD>Q+ ^'E'NC#G1\4PYD?2.,)(Y3#?1_(RVT?!<-A& S7510V MTD;_-\U(_S?-2\WS4C_-1U(_UTD _]A+ 3_ M8S4& V1 "_]B2A#Z7E06]5M?:/%8:R#N574EZU-_*,A1B"OF3YMYZ8+^)- MH##A3*9B#D6W$EX5A[*=Y6A"S;5(POV%*4,M11FS32 M4*,UT$^]- \Y.LCC,3KPYRD!).LA.W3K$3^T[P4]Y/;Y,_SV\3O\^ND_/K90 M_SZV4/\^ME# /K90_SZV4/\^_TT> O]6&@'_7QH! V<@ O]L)@+ ,;RX$^7 X M!_)O0@SK;$L2Y6E7&=]E8A_:86PEU%UV*M!;?B_-68/-MV M/0KC3#"7H$TOUR)-[U:D3JZ69@\N%B@ M/K97]$"T5K)"LE:]0[!5S$.M5N-$JU;S1*A7_D2G5_]$I5C_1*)8_T2B6/]$ MHEC_1*)8_T2B6/]$_U.9 ?]=%" _:!8!_W :_]!V(`W>B8"[?PN ^]\. ?< M>D0-TG5/%LMP6A[&;&,FP6A1++UF=3&Y8WTUMF$&,,:-?C#RP790_KER;0:M. M!$,I6JU%IJX1J59QT>C6MY'H5KO1Y1[_$>>=6_]*FUS_1H<_T:.:7/&FES_ M1H<_T.:7/&_U47-?]@$@'_:Q0!_W07 /!Z' 'R?R(\YX$I MZ"_P33?T _ MRWI,%<1V5AZ^<6 EN6YH++1K<3*Q:'DVK6: .]IDB#VG8H] 16"70Z)?H$6? M7]E'G5ZT29M=PDJ97=9*EU[L2I9?^DF57_])DV#_2))@_T>28/]'DF#_1Y)@ M_T>28/]'_U@5 ?]C$0'_;A(_W<5 /M^& #M@QT XH78[9) ME&*P2Y)AODR08=!,CV+H3(YC*$N-8_]*C&3_28MD_TF+M9/])BV3_28MD_TF+ M9/]) SN1_WH2 />"% #HAQ< W8L< -"++ /'B#L*OX1'$[A_ M41RQ>UHDK'=B*Z=T:C&C<7(VGV]Y.YMM@#^8:XA"E6F019)HF4B/9J)*C&:M M3(ENDV(92)P*^CS8(MHQ"$:Z(31JHA%8B MHHI!>*IQ]93"7>FPUDW=S.H]U>SZ,F[@4'EO\DYY;_Y-><u_3'EQ_TMY;_]+>6__3'EQ_TMY;_]+_V/ /]M M#0#_>0P]H,+ -N+"0#4D0H S)43 ,*5)0*YDS0'L8!]$*J,2QFCB%0AG81< M*9>!8R^2?FHUCQ0.8IZ>#V&>(\"@M;(:7]UD4E\7*F3G9RLU!'UPH WH8& -6.* #/E D QY(e1 +Z8(P&UEC(&K9, #Z:021B?C%(@F(E.*),& M822.@V@TB8%0.85 =CV!'27Y? 7N&17IYCTEV>)E,D3G%WL5!O=L%0:G?9 M4&$YWIT[N=_Q.;G?_36]W_TQO=_],,W?_3&]W_TQO=_],_V0- /IR"@#P?@8 MVH@% -"0!P#*EP@ PIL0 +F;(0&OFC &[9<]#]&41Q>:D5 ?E(U8)XZ+7RV) MB&8SA(9M.("$=#U(@GM!>("$171_C4AQ?9=+;7RB3FM\KT]I>]Y0:'S54&A\ M[4]I?/M.:7S_36I[_TQ]>_],:GO_3&I[_TQ]>_],_V8* /]U" #A@0(U(L% M ,N3!@#$F@8 O9X. +6?'P&LGBX%D\[#)V81166E4X>CY-6)8F0?2R$CF0R M?XMK-WJ*0Q21FTPD]I M-760<#QCG<^;8U_0FF+B$9EBD))8HF>2U^(JDU>B+I.7(C.3EV(Z4U=A_A, M78? _2UZ&_TM>AO]+7H;_2UZ&_TM>AO]+_VT% .I\ #5B RI(# ,&: P"Y MH , L.8) *FG&0"BIRD#FJ4V"9*C01*+H4H:A)]2(7Z=6BAYFV N=)EG.V^7 M:CAKEG4\9Y1]0&.3AD-@D9!&7)& <25]0]4M8D+A,5Y#,3%>0YTM7C_=*5X[__M2EB,_TE8CO])6([_25B._TE8CO])_W$!_" #/C Q)8" +N> @"RI MJ:H% **L%0";K"@"E*LT!XRJ/P^%]$@??]90'GBD6"5%5&&]?;#1E MGG,Y89U[/%Z:&$!:FHY#5YF:1529IT=2F;9(49G*2%&8YDA1E_5(49?_1U&G_T=1EO]'49;_1U&G_T=1EO]'!G< -B% #)D0 OYL! +2B "KJ H; M)]R$0"4LR(!C;(P!86Q/ Q^KT84>*Y.&W*L5B%MJUPG:*EC+&2H:C!@IW$T M7*9Y.%BE@CM5I(P^4;.80$^C14)-H[1#3*/(0TRCY$-+H?1#2Z#_1$N@_T1+ MH/]$2Z#_1$N@_T1+H/]$XWT ,^+ #"E@ M%\ *VF "CK0 E;4)"Y M#@"+NAX!A+HM WVY.0EWN$.0<;9.%VNU4QUFM%HB8K-A)EZR:"M;L6\N5K!W M,E.P@35/KXLX3*^7.DJNI#Q(KK,]1Z['/4>NXSO&K?,]1JO^/D6K_S\%J__M1:O_/T6K_S\%J__VH, ,>1"[G KZ0*6K":L@ D+H! (;!"0"!GK-09OP4 ,;]9B14O&XG4;QV*DV[M?RU*NXHP2+N6,D6[HS1#N](T0KO%-4.[XC1"N?,U0;C]-T"W_S= M_\W0+?_M-T"W_S= M_\WSHL + ^8 "RH0 IZD)RP "1N AL " ''O(!P!TRQ(M<,PB 6O+, -FRSP'@\<# '#//!P!GU@T 9-<: M *@% ^ !]Q@ <,X# &76!P!=XPX 6N,; %;C M)M)%2Y#("3N0\!$KD1 9'Y4T(1>55"D+E7 Q Y60./N9L$#OF=A(YYH 4-^>, M%37GF18TYZ@7,NBX&#+HS!@QZ.48,>;T&#'E_!@QY?P8,>7[\&#'E_!@QY?P8 MKJ(_*&J "4LP B+T 'O& !OS@ 8]8! %C>!0!4[A 4>\; $WO)@%) M\"\"1? X T'Q/P0^\4<%//).!CKR50\4 &, .!BUP 5MX $[P!P!*^A 1OL9 $+[(@$_"H! M, TR C3!0U_C\,OY& S# 3 0N_U,%*_]:I2G_8@8G_VL&)/IV!R/_@@@A M_]^ ((/^=="1__]PD>_[H)'? _)"1S_W0D<_]T)'/_="1S_W0D<_]T)F+ (]Z M !\Q_\T &+8 !5W@ 2>0 $3[!0___PX ,\5 #C_' T_R0!,?\K M 2W_0$]_S8")_|| B7_0@(C_T@"(/]. O[_50,<_UT#&?]G!!?_<@05_W\$ M%/^,/1/_F@42_Z8%$?^R!1'_O 41_[P%$?^\!1'_O 41_[P%C+@ 'W" !O MS 8M@ %3? !'Y0 /O$ #G_ 0 T_PL ,/\0 "S_%@ 1_QP)O\B "+_ M)P$?_RP!'/\Q 1K_-@$8_SP!%?]! 1/_2 (1_T\"$/]7 @W_80(_VP"'O]Y M @G_A@,(_Y(#!_^= P_!0,&_Z4H'O^'E P_!0,&_Z4# S$Q O\V+@+ ,.B\" M_SLR _[.03 .T,%_SE/!_\X7 K_-F@-_S1T$/\BZ4_S"4%0\)PFQ? M+Z(7_R^H&/\NKQG_+K49_RZ\&?\NQ1K_+1:_R[@&\OPO M_QG[+_:\^B[_&_HN_QSZ+0\<^B[_'/HN_QSZ+0\<_S.O O\Y+ +_/2T"_SXP M_|_-@3_/T$%_SU- !_|\60K_.F4,_SAR$?\V?1'_-8@5_S21%_\SF1C_,Z 9 M_S*F&?\RK!K_,,,:_S&Z&_\QPAO_,]3',"O4Q_Q[U;?\>_S4L O\!*@+'_0"!H"_T(M _|# M- 3_1#\%_T)*[_]:5@K_/V(,_SUN$?\ [>A3_.806_5B.&\AWEAG_:IT:_5:D M&_\UA5_:;_<_S6W"?\UOOW_-'I_T R'O-/A_S@I O\),@/_M233P%_TA'!_]&4PO_1%\/_T)$O!=A7_/H 8_5R*&?\!\DAO_.YH<_3[@'?PZ MIQWI.:T>^CFT'_DYO!_X.<8?]CG3'_(YY!_O.? ?[#KZ'^HY_R'I.?\CZ#G_M).]3^=' _HR#R M/JH@\3ZQ(? ^N2'N/L,A[3]/(>H'XB'F/^\AXS]Y(^$]_R7?/?\GWCW_*-P] M_RC!',Y&BA[L19(@ZT29(>E#H"+H0Z1+A2#B2HXAX$F5(]Y(G"3<1Z,FVD>K M)]A&LRC51KPHTT;(*=%&W"K-1^PJR4;W+,=&_R[$1O\OPT;_+\)&_R_!1O\O MP4;_+\%&_R_!1O\O_T8=_?]:&'_'5A@!_UP>_?]@)0+_8BT#_&(H'I2@00CN M74P-Z^%I8$N-88Q??56X,VU)W']A0@"+43XDDT4V0)\],ERC-3)XJRTV4*\E* MK2S'2K7A? 26VDR3(5(,GQ5*+*L-1DBS!4)DNOT^A+!U/J#&[M3K$RN4Z\,!=.RC2U3N$TLDIQ-:]/_3:M3_!VK$__-JM/_S:K3_\VJT__-JM/ M_S:K3_\V_TT7 ?]5$@'_7Q0_V88 /!K'0'X;20:!6XL N5M-@3=:T,(U&=/ M$,UD6A?(8&0=Q%UM(L%;=B:]67XINU>%++A6C2^V590QM%2<,])3!#2P4JTV MK5*W-ZQ2Q3BJ4MHXIU+M.:53^CFC4_\YHE/_.:%4_SBA5\AXH53_.*%4_SBA M5\AX_T\4 ?]9$ # 8Q(_VH4 /]O&0#RT7GDKL5R +JY;B#&L68\SJEB7-:=7GS>E5Z@YHU:S M.]%6P#N?5M(!G5;!(M)M7^#R:5 _\!F5C .YA8_SN86\JZF%C_.IA8_SJ86/\Z M_U(2 ?] <#@#_9A _VT1 /IS% #K=Q@ X'D? -1Y+0++=CP'Q')(#KYO4Q:X M:UP=LVAE(]JE;2>L8W4KJ6%\+Z9?A#*C7HLUH5V3-YYQ$ V7T8 ,Y]*@+*%>SD&OG=%#K=T4!6Q<%D< MK6UB(JAJ;2>E.'$LH69X+YYD@#,.8HN$"-M7LA!BUJA08I?\T")7__B6#_/HA@_SZ(8/\]B&#_/8A@_SV(8/\]_U?@P TH$5 ,B:)P" ?S8&N'Q"#:)X316L=58:IW)? M(])O9B>>;&XLFVIU,)=H?#.49X0VD66,.8YDE3R,8YX^B6*H0(=BM4*%8L5" MA&+>0X-C\4*"8_U!@F3_0()D_S^^9/_@F3_/X)D_S^^9/__UD. /]D"P#_ M;@H ZG<(-M]" #4@@H S(02 ,.%) &[@S0%LX! #*U\2Q2F>50;H79<(9QS M9":8<6LKE&]R+Y%M>3...X$VBV]).8AHDCR%9YL_@F:F08!FLD-^9L%$?6;9 M1'QQ-[-\9 Q:?&C_0'QH_T!\;/_? &C_/WQH_S]\;/__UL_/!G"0#W<0< MWGH% -2 !P#.A0D QX<1 +Z((@&VAS$$KX0^"ZB!21.B?5(.G'I:(=W82:3 M=6@KCW-O+XMQ=S.(;WXVA6ZG.H)MC$U_:YD_?&NC0GEJL$- X:K]$=FK4179K M!4-V:_M"=FO_079L_T!V:/]_=FS_0'9L_T!V:/]_UT*_/]!:P#L=_VGP$ M_-"#!@#)B_<_PXH/_+J+(_&RBB\$JX@\"J2%1Q*=@5_9F'Y8'Y\-\7R6.>68J MBG=M+H9U=#*"=`PV?W*$.7QQC3UY<)9_=F^A0G1NKD1R,KU%<&[117!OZT1P M;_I#<6__07%O_T!Q'DU>G>",?2%VBSQS=94_<72?0FSYK$5L<[M%.W;.16MSZ41K<_A# M;W/_0FQS_T%L<_]_;/_0&QS_T!L<_]_V$%_/IN_0#=>0 T((",_>)!_# M_OC0 N9$_ +&2&P"IDBL#MI X")N-0P^4BDP7CHA4'8F%6R.$<V(H@(%I+7Q_M<@#%X?GI(_:WF=06AXJD- F>+A$97C,165XYT1E>/=#9GC_M0F9X_T%F>/]_9GC_0&9X_T!F>/]_V0# .YQ #8? RX4"_,, _P"[D0, MLY0) *R6& "EEB@"G90V!Y:200Z0CTH5BHU2'(2+6B)_B6 G>X=G+'>%;C!S M@W4T;X]-VR!ACMI?Y _>9GZ;06-`J$-A2,9$8'W}1%/IY4-@??9'8'W_06%]_M_TA?2]_V<_-T #2?P QX@! +Z/ @"VE0$ KI@&M #X!-NQ& C/M30,QI54#+_^Y=!"WN904K[G %*>]I!BCOB0P;_HD$&?Z8!!C_MJ 07_[<$%O_(!!;_X 06_^0$%O_D!!;_Y 06_^0$DZX (6W !XP ;LD M %W2 !0V0 1-\ #KD U!P, ,O_ "[_$@ K_QH *!A "-,)P C_RT M(/\S !['.0$<_S\!&?]% 1?_30$5_U4!$_]? 1'_:@(0_W@"#O^'-@[_E@(-_M_Z0"#/^P @S_O@(,_\("#/_" @S_P@(,_\("A]8 'F_ !KR0 7M, %#; M !#X ..4 "_P K_P),_\("3_#@ A_Q, 'O\9 !O `@ 8_R, %?\H M -!/ +0 1_S($/\X [_/P , T8!"O/) 0? 60$$_V4! ?]R 0# @0$ _X\! M /^; 0# IP$_ZD! RPO ?\P+ ' ,BP" $_S P0 \Q-@/ _M,$$# RI- !/\M6@; *V8' RES"\H?@K_)X@+, R>1#\AGF0W]\- R:E#O\F MJP[ )K$/ R:X# \FP___)LD/ R:7#[!FY@__)O / B:Y# LG_P_Y)_ \/^2; M$?@F_Q'X)O\2^", $O@F_Q+X)O\2_RXL ? !S*0' -2H" _S8M O\V- + ,-3\# M_S-+!/\R5P; ,&0' RYP"?\L>PK +(4, RN.#?\KE@[_*IT/_RJC#_ \JJ1#_ M*J]0_RFV$/\IO1',*<<<1_RG3$?XIXQ!I*N\1^"KX$/8K_Q#T*O\2]"K_$ _J M_Q3S*? 4\8G_%_I_Q3S*?\A_S$I ?\V)@' ,28! SHI O\[,@+ ,.ST#_SE(M!:?\W5 ;,-6 ' S-"]\R=PS _((S"+#O\ODP _+YHO RZ@$?\NIA' ,+]P2 M_RZS$OXNNA+]+L02^R/[$_@NX1+U\+NT2\2 W$N\O_Q/N+O\5[2[_%NPN_Q?L M+O\7[*[_%^PN_Q?L+O\7_S0F ?\Y(P'_/2,|_SXF O]!+P+_03D#_S]%!A] M4 ;,.UP(_5EH"O\W0S_QKC,O\;_MXS+_&N,R_QKC,O\;_S@C ?\|('_01\|_T4C ?]'+ +_1S8# T9 !/]$3 ;_M05@(_5]D" L^;P[Y/'D0]CN#$?0ZBQ/S.9,4\3F9%/ XH!7N.*86[3BM%NPX MM!:J.+T6Z3C)%NH6X#CU&-TX_QK;_!UC?_M'M8W_QI6-_\>_SL@ ?]\' _11H!_TL@ ?]-*_';3C(":_TT\!/]*1P;Z2%,(MJD92"_)$;@!OOG01[$%^$^I AQ3H/XX5YCZ6%N4^G!? C/;,8XCVJ&.]IAC? M/\]9W3W&&=L]V!K6/>D:TCWU"MSD'!"LO!T!_)0N4?Q4+S(<)!_B/ 0?\DOD'_)+U!_R6]0?\EO4'_);U!_R6] M0?\E_T(8 ?!)$P#_4!0 _U89 /]9('_6B@!]UHR N]8/03H54D'XU-5"MY1 M8]93FH2U$QT%M!+?!C.280;S$B,';1'DQ(1YH?QD:A(<1&]2+"1;$CP46\ M(]!%R22]1M\EN4;O)K9&^R>T1O\HLT,_*+)&_RBQ1O\HL4,_*+%&_RBQ1O\H M_T85 /!-$0# 5I(__UL6 /]>&P#Y8"_!!V L+ 9>-@/?7$0%V%E0"M%76P_ ,M5&44R%)N&,50=QO@3W!=P$ZG'IY-CB&\)3O4DN<)+A*!":V2PGM$]V*+-) MPRFQ2=8IKDKJ*JM*^"NI2O\KJ$O_*Z=+_RNG2_\KITO_*Z=+_RNG2_\K_TD2 M /]0#@#_61 _U\2 /]C%@#R91T YV4E -YD,0'48C\%S6!+"L==5@_"6F 5 MOEAI&;M6<1RX5'D?ME.! (K-2B"2O4) FKU"]7*\U/GRFK3[@KJ4ZR+*=.OBVF M3LXNHTIF+I%/]2Z?3_\NGD__+IU/_RZ=4/\NG5#_+IU0_RZ=4/\N_TP0 /]4 M#0#_70X_V_//_EG$0#K;14 WVH<_--J+ '+:#L$Q65'";]B4@^Z8%P5MEUE M&;);;1VO674AK%A\(ZI6@R:G58LHI523*]-3FRRA4Z.NGU*M+YU2N3";4LDQ MF5+B,9=3\C&64_\QE53_,914_S"45/\PE%3_,)14_S"45/\P_TI. /]8"P#_M8 L ^V8, /!K@#D;0X UFX6 ,QO* '$;3<$Q6MS";=H3P^R95@5KF1)A&$]I@=M:1ZG7G AI%UX);%;?R>76HD:-E91Z@ M8VTBG&%7D)9I@>RB77H,KE%V++9)"B08W\KC6&'+HI@D#"(7YDSA5^C-8->KS:\7KXX@%[1.'|?ZC=^_M7_HV?F#_-'Y@_S1^8/\T?F#_-'Y@_S1^8/\T_U4(/]@! #H:0 VG_# -!U M!0#*> < PWH/ +M[']P"S>B\"K'@\!Z9U1@VA6+..7ACZ#AX8_@W M>&3_-GAD_S5X9/\U>&3_-7AD_S5X9/\U_U<% /]B 0#A; U',",MX! #% M>P4 OGT- +9^'0"O?BP"]'PY!J%Y1 R<=IX2EW163;+RR!AFCM?X-<&0@BF?X)(=L M&>)-G9FJCAT9KDYTL1DGA4%XUV6QN)=&(@A7)D)(%Q<"=^_M;WVV_+GAMB#%V;)(T6 ?@'=G(@WQU,B=Y=`4J M=&<RAC%P<9 T;7";-FMOISAI;[4Z;&_`,F=OXCIG_0X;&_-VAO_S9H M;_\V:&__-FAO_S9H;_\V_UX .1J #3= R'P +^! 0"WA0$ KX<'*B) M%0"AB24!FX@S!)2&/@F.A$>WQE(GAZ;"9T>7.J<7A(*

*M+6YWA#!K=HXS;'69-F9TI3AD<|,Y8G/$.F)SX#IB<_,X8W/_-V-S_S9C<_\V M8W/_-F-S_S9C<_\V_V$.!M #/=P Q'\ +N% "SB0)HL# *.,$P"< MC2,!EHPP Y"+/*

*B*B44.A(=.$W^%51A[@UP==X)C(7. :B5O?W$I,'UY+&E\ M@BIF>XLR8WJ7-6!YHS=>>;$X77G".5QYW3E=>?$X77C^-UYX_S9>>/\U7GC_ M-5YX_S5>>/\U]60 -QP #*>@ P(, +:) "NC0 I(\ )V1$ "7DB MD9$N X)0.0>$CD,.?XU,$GJ+4Q=UB5H,<8AA(&Z&;"-JA6\G9X1W*V.#?RY@ M@HDQ78&4,UN H3997Z\W5W_.%=_VC=7?_ W6'[]-EA^_S58?O\U6'[-5A^ M_S58?O\UZ6@ -1T #&?@ NX< + *_"HD0 GI0):6#@"1EQP BY9-}$'22415PD@9;(!?'6B.9B%ECE&TE88MT*%Z*?2Q;B8^-5&\UC51ANXU4H7!-9*%_S12A?\S4H7 _U*%_S-2 MA3 \SXVP ,YY #!@P MHL *R1 "BE0 EYD (^;"P"*G1@ A)TG 7Z< M- 1YFSX(RA5D84K4I&0 M+E"0G3!.D*LQ3)"\,DR0TS),C^TR3([Z,DR-_S%,C/\Q3(S ,4R,_S%,C/\Q MW'$,A^ "[B L9$ *:6 "B!@"!HQ0 ?*0C 7>D, -R MHSL&;;)$"VBA3)DH%038)]:%UV>81M9G6@>5!UP(5.<>210FX,G39J.*4J; MFRQ(F]DM1YFZ+4:.T"U&F.LM1!?*

Y+D:G;RE&EO\N1I;_+D:6,RY&EO\NT?< M_&$ "YC@ J!4 *";"5GP B|0 'VI !WJQ &C]20M=]5$/6JE8$U>H7Q93IV894*=N'$VF=A!*!8$A2*6,)6$EF29# MI*@G0J2X*$&DSB=!H^HG0*+X*$"A_RE HA!0*#_*4"@_RE HA!R7X +J+ M "OE HYH)B@ "-10 @H_6P !LLPP ;,08 &6T)P%AM#,"7K0] M:!%JT1@=6LTX*4|-5#5"S7!!-LF,32K)K%D>Q=!A%L7X:0K"*4"PEQX^L*8@ M/+ "W(#RPS" \K^@@.Z]W(3]M_R(ZK^C.]S_(S]L_R,ZK^CP(8 +.2 "G MF0 G\))"F "$K >;$ &VW !AO 4 7;T2 %]^(!8OBT!5+XX E&^ M0@1.ODH&3+Y2"$F^60I&OF ,1+YH#D&]<1$_O7P3/+V(%3]]E18XO:07-[VU M&#:]RA@WO.<7-;OV&36Z_QHTN?\;-+G_&S2Y_QLTN?\;N(\ *J8 "?GP MDZ8 (>L !{LP ;[D &.^ !8Q 0 4,@_ $W(%P!,R24 2LDH@ $J*.P"% MRD0"0\L T"$5 0~REP$(,IB!SK+;@DXRW@*-LN%###3+D@TRRZ(,_ "5]0 B;T M 'RT !)WP9 ,$ %G& !.RP, 1= (#[5#@ |U1H /-8 #F #O7.0 YV#L M,-E% 3;930$UV58",]I> C';. ,PVW,$+MM_!2S;C04JW)T&*=RM!BC=P08H MW=X&)!OO!R;9^0@FV/X))MC^'"2;8_@DFV/X)D!T)BE "+K0 ?K0 \&\ M !EPP 60@ ##E*@ NYC, +>8\ M "OG1 JYTP!*.A4 2?H70$EZ6<"(^ES B+]@0(@ZI$#'^NA QWKL@,<[,<# M'.SA QOJ\0,;Z?D#&^GY QOI^0,;Z?D#FJ0 (VL !_M0 LXP)O$ "3^"@ A_Q '_\6 !S_' 9_R(%_\H !7_+@ 3 M_S4 $0\\ !# 0P . TP #?]6 O_8@) V\ "/|_ 0? D $%_Z !!/^N 03 _MO $# |_W_(P + P_R@ M"/\N ; -0 # ST /|& # 40 _UT /|K # >P_XL /)=9 # 10 M_ZP /^L # K_ZP_RP3 '84% QV.!? \=E@7_'9P&_QVB!O\L'_!WU!_D=_@;W'O\'JQW_"/8=_PGV"?\) M]AW_"?8=_PGV'?\)_RDJ ?\L)P'_+B 7_(H(%_R&++!O\ADP;_(9H'_R&@!_\A!0?_(-L(_R&Q^AA MN C_(<$(_R'+"/PAW CY(>D(]B'T"/,B_0?R(O\)\2+'_"O$A_POP(?\+\'"_ M"_A_POP(?\+_RPF ?\P) '_,2,!_S$F ?\R+P'_,3H"_R|&_|M4@/_*UX$ M_REH!?\H=07_)W\&_R>(!_\FD ?_)!8(_R:="/XFHPG!)FD)_":O"? LFM@GZ M)KX) "^:("/8FV\0)&)!R?S">TG_0KK0)O\+ZB;_#>DF_PWH)O\,_Z";_#N@F M_PIH)O\,_R\C ?\S(' -1\!_S.RT0W?,N4,W#+O#]@Q!_?\2TC'_$]$Q_QO.?\4T#'_%-

O_Q30.?\4 M_S<;.?\[%P#_/Q8 _T,< /|&) '_1BX!_T0Y OQ"1 /V/U $\]3U WF0W?-Y\.W3>F#MLWK0_9-K80US:!$-4Y MSA#1-^,1S3?Q$\HW^Q7(-_\6QC?_%\4W_QC$-_!8Q#?_&,0W_QC$-_\8_SL7 M /|.$P#_11, _TD8 /|,(_# _3"D! ^DLS ?)(/@+L1DH$YT16!N-#8@C?06P MW$!U#-D_?@W5/H8/TSV-$-$|E!'//)L2S3RB$\P\J13*.[$4R#N|%<<[R!;% M/-P6P3$M% [X\-1FI//\:NCS_&(D_QNX/\:N#S_&(@_QNX/\:_$4*AW=-#H-U51)_W)B&GAP.1UU;W @%H6=G=A&7-U9QQP=&X?;7<YGfIR?R9H$DH M97*4*V)PH"U@;ZTO7Y^]+UYOU"|>;,^TO7V_[+5]O_RQ@;_\L8&__+&!Q_RQ@ M;_\LZUX-4I #'<@ O'D +-_"K@@ H8(-)F##@"4A!T CH0K 8B# M-@2#@D (?H!)#'E_41!U? 5@4FP>:'ET(F5X?25B=X89'"W2%3P|PA%83;8)=%VF!8QIF@&H=8W|R(&!^>B-=?80F6GR/*5A] MG"M6>ZDL5'NY+5-[SBU4>NHM5'KY+%1Y_RM5>?\]57G_*E5Y_RI5>?\]X64 M ,QQ "_>@ M(/*N' "AB@ E8L (V-"0"'CA8 @H\D 7V(,0)XCO5(M'%8A((D582-)E*#FBE0 M@JY4A '>5+0%RE3@$;91" M!VF32@MEDE$.8I%8$EZ07Q5;CV886(VM&U6.=AY2C8 A3XR+(TV+F"5+BZ4G M28NU'*$B+RBA(BN5E2%%E:0C1)2S M(T:4A"-#E.4C0Y+U)$.1_R1#D^D0Y#_)$.0_R1#D^DRG4 +N! "PBP_MI)$)I5 "/F0 @YT '2B !NHPL :J07 &:E)0!CI3$!7Z0[UND1 58 MI$L(5;.-3"U*C6@U/HF$03;)H$TJA<15'IH'L81*"&&D*?DQQ GZ(=/I^R'CV? MQAX|G^,=/9WT'CV<_Q\|F_\?//)O_(#R,_R \F_|@PGP +6("ID GI8 M),;_"'GP >Z0 &^H :CK 0 7ZT1 %RM'P!:KBL 5ZXV 52N0 -1K4@% M3JU//!TNM5PE)K5X+!JQF#42L;@!K'@1/ZN$$KRKD14ZJZ 6..NP%SBKKQ_ADVI0\:-J;_&C:F_QHVIO\:NH0 *Z/ "BE@ EYL (NA M ![_I@ O !:M 4[8, %&W%P!/MR0 3;@P $JX.@%(N$,"1KA+ M T2X4@1!N%H&/[AB!SVX:PDZN'4+.+>!##:WC@XTMYT/,[>M#$*WP0\QM]X/ M,,;R$#"T_!$PL \2,+/_$S"S_Q,PL \3LHX *65 ":FP C](:*H !U MK0 ;;_%ZW !3NP 1\ % $/"$:'"PAL 0,,G # _#,@ ^Q#P /,!$ 3K$ M30$XQ%4"-L1= S7$9@0SQ7 $,

<5!H_%B@8MQ9H"\9"7FV%K%0@@JQ=H(*L3'P M"'"G"^PDHP?\+'_"RC_PLHP?\+]D4)V: "1H@ A*$'BO !K#0 M7!L %2_ !)P0 A@ $*@ "0 SSA$,1\< #'/)P PT#$ +!Z "[10P M MT4P *])5 "K27P$HTVD!)]-V 28FVO&@0=(*L3'P M"'"G"^PDHP?\+'_"RC_PLHP?\+]D4)V: "1H@ A*$'BO !K#0 M7!L %2_ !)P0 A@ $*@ "0 SSA$,1\< #'/)P PT#$ +!Z "[10P M MT4P *])5 "K27P$HTVD!)]-V 28FVO&@0=(*(-/K B#2 M]@,?T?\$'1'_!!_1_P0?T?\$GYL)2B "'J0 >;$ &VX !@O@ 5,, M $G' ^RP -= ! "W5!@ EVPL)-X2 "/>' BWR4 (> N "#@-P ?X4 M'N%* !WB4P 8Y(@!%^6: 1;FK $5YL !%.?= 1/E[P$3 MX H!$^/Z 1/C^@$3X H!E]((FI !|L0 ;KD &'!4Q@ 2,H #W/ M STP *MD "+> @ >ZPH '.P0 !OM%P 9[1\ %^XF !7N+0 4[S4 $_] M !'P1@ 0\5 #_); [R:0 -\W@ #/2* OUG *]:X ";" GVV0 (]>T M"/7M CU[0 (]>T BZD 'VR !O%@ 8L(%7) !'S@ .](#'8 G MW0 '^$!GH 6^ 8 %/H- !+[$@ 0_!< #OP= W!(P _2D "OXP C_M_& T$ _], #_6 _V8 /IW #_B0 _YL /'>K # _NP _\X / _/ M #_$2 _!H" "7A +_$H(" Q*+ O\2D@+'_$IP" Q*> O\2I +_$JD" Q*0 O\2M@+'_$KT" M_Q+' O\2U +]$N4"^A+Q O<2^@+U$_\"!!/__03_P/T$_\#!/__03_P/T M$_\#_R0G ?!F) '_)B0! R0G ?\B+P' (#H!_QY& ?\<4P+_&E\"_QAJ O\7 M=0+_%W\"_Q>(O\7CP+_%Y8"_Q>< O\7H0+_%Z<"_Q>M O\7LP/^%!L#_1?% M _H7T0/W%^0"]!?O O$8^@+O&/\#!AC_!:X8_P3M&/\%I1C_!>T8_P7M&/\% M_R$#![WN

^D>^03H'O\%Y4J_!N4>_P;E'O\'Y1[_!^4>_P?E'O\'RL?*M /\M' #_+1L_RX>@ /\O*0#_+$0!_RP_?\]2P+ *%<"_R9B OTE@/)'C4>'<# M^". <@CB

/U(X\#\R.5!/(CFP3QZ$$[R.H!.XCK@3M(]8$ZR._!.HCS 3G M(^ $XR3M!. D^0;>)/\'W"3 "-LD_PG;)/\)VB3_"=HD_PG;)/\)_RX; /\Q M%P#_,A8 _S4<./\V)0#_-B\|_S0Z ?!Q1@'[+u(^]RU=O.L: /P*W(#[BH[M!.PJA 3J*HL$Z"J2!>,IK 7A*;0%X"]J!=XJR@7;*MX% MUBKM!](^ G/*_*S2K_"\PJ_PS+*O\,RRK_#,LJ_PS+*O\,_S(7 /\U$@#_ M.!(_SL8 /\(-#_/"H _CLU ?,8<%W#"..!MHPE0;8,)\'UB^B!!0OJ!0C2+!$(T"^Z"<\Q@G-,-@)R3'I"M'L8QI$P*,?\,P3' ,#\ Q_P^_,?VOS' $+!Q_Q"_,?!0_583 /\Y#P# /A M_T$4 /|#&@#_0B,]4$N .T^.@'G/48!X3Q3 MTZ7@/9.6@$U#AQ!M$X>@?/ M-X$(S3>("_T<-/-1 #?6 T5T ,E@ @###8 0 O5X- +5@ M&@"N82H]6 W]1>0P2?74T(FUM5"YA970Z56&01DE=K$X]6A%*<'X)2IR& 4K0B?

U+$(WU2WB-\4 $B?%/^(7M4 R%[5/\@ M>U3 (^M4 R!{5/\@ TH .E4 #;7 S&$,-D "\9 (ME, *]D%P"I M92< HV0T IYC0

*2984H'E5]2"Y%>6@Z.76$1BUMH$XE;,Q;&6788A%A]&H%8 MAAQ 5X\>?5:9(!M6I")Y5K$C=U;!)'96VB1U5^\D=5?]{W58 R)U6/\A=5C_M(758 R%U6/\A TT .57 #37P R&0 +]G "W: L6<'*EH% "C:20 MGF@R 9EG/02494<'D&1/"HQB5PV(85X0A5]E$X>.;!. 77,8?5U'Z&GM<@QUY M6XP?=EN7(71:HB-R6]\D<5J_)7!:U25O6^TE;UO\(V],.R)O6_\B;UQ_(6J: M_R%O6_\A^D\ .%: #/8@ Q&< +MK "S; K&H$ *1K$@">;"$ F6PO M 91K.@./;40&BFA-"89F50V#95P0@&1B$WUB;15Z8G 8>&%X&G5@@!US7XH? M<%^4(6Y>H"-L7]TE:UZ\)FI>T2NPE:E_)&#2-R-]7_\B:E _(FI?_R)I M7_\B\(-U= #+!90 P&L +=N "O;P IV$[*!O$ *:VA@&G=F9A1U9FX7$7-K9!1P:FP7;6ES&FMI?!OH:(8?9F>0(61G MG"-

B9JDE8&:Y)E]FS29?9N@F8&;Y)&!F_R-@9O\C86;_(F%F_R)A9O\BZ%@ M --C #$:P N7$ +!U "G=P GG4)9V#0"0=QD BW@G (9W,P!=CT$ M?'5&!WAS3@MUAQC;8,>86R.(5]KFB-= M;ZP F'D)!Z"P"*>Q8 A7PD (%\.0%\>SL$=WI$ M!G-Y3 IP>%,-,'=:$&EV81-G=6@69'1O&&%S>!M>Y847WIM%UQY=1E9>'\<5WB*E1WEB%2=]0B47;S

*M(U!YQB10=N.C4'7U(U%U_R)1=/\A473_(5%T_R%1=/\AV&, ,5M "X=@ MKGT *6" ":@P C8, (2$ P!\A1 >88> '6'"P%QAS8";88 ;!&F%1P=E MA$*8H-6#5^,*#7]<@F,26H%K%5> $A2WST(4M[_R!+>_\@2WO_(S#[_R!+>_\@T&<, ,!R "T>P IH(M *"& "5B AX@ 'R* !VC X %&QDA(O[AJ =1H:O'D6%PAY% MA=|>183R'D6#_AY%@0(>18+ ,'D6" QY%@0(>RFT +IX "O@0 I8<)]+ M "/C0 @8X '21 !NDPH :905 &:5(@!CE2X!8)4X ER50019E$D&5110 M"%235PI1DUX,3)D!F#TR2;A%)D7@411"#%D20D!A"CYX90(^M&C^/P!H_C]P: M/XWQ&C^,_1L_B_\;/XO_&S^+_QL_B_\;PG, +5^ "JAP GXP)20 "(-MDP >Y4 &R9 !EFP0 8)P0 %V='0!;GBD 6)XT 56>/0)2G44#4)U-!4V= M5 =+G%L)2)QC"T:<;PU#FW4/09N $3Z:C1,\FIL4.IJK%3F:O14YFMD5.9CO M%CF7_!#SB5_QP$!%L!P 1+$G *Q,@!!LCL /]# $3Y#2P$IJLE," M.,); S>R9 OULFX%,6)*Y0 TO3(,[TH #"]1 QODP + [Y5 M 2Z^7@$LOF@!*KYT BF^@#(GOY$#)K^B R2_M ,C0\L#([]H R.\]P0BN_\% M(KO_!2*[_P4BN_\%)D(:)B8 "_G@ @*%4 '.K !GL 6]4 $^Y !$ MO .L ##$! JQPL *.@3 "?)*0 FR2<.)@ @9 SH(0 +Z2D "NHQ GJ.P 'ZT4 M!>M1 3K7@ #ZVX >N #JE ZJ< .N\ #KT@ Z^D .SO #L[P M[.\ AZ< 'FO !KMP 7KX %'% !#R0 -\T "W1 CU@ &]L !/? M .XP #.X" KV"@ -']@X !?82 /V&]1X /4E #U+@ 13< /9" M #V@0]14 />G #WMP ^,< /C0 #XT ^-M>Z\ &VX !@P 4L@ $3- WT0 *\< "'< 8X $>0 SG ' M[P !/H ' _P _P@-\ -*^$ _A0 /\: # (0 _RD /\S #_ M/@ _TL /|: #_; _X /^2 # H0 _ZT /^S # LP |_ QPF M /\<) # &B4 _Q4G /\1+@#_$#H _PV' ?\-4P" "U\|_PIK ?!*=0' "G\! M_PJ' ?!*C@' "I4! PJ; ?\)H '_"4 _PFK /\)L0# _";@ _PG! /X)S #\ M"=X ^0GK /4)!@#*S"?!\|@K _/$*_P'Q"_!/\0O _?$+_P'Q" \!_O\C /\? M(0#'_B$ _QDD /\7+ #_%3< _Q-$ /\14 '_$%P!_PYG ?!\<@'_#GL!_PZ$ M ?\.BP' #\(!_PZ8 ?\.G0' #],!_@ZH ?P.K@'I4A ^@Z^/@.R0#U#ML M\@[J .X.)0#L#O\ZP _>H/_P']$/\/Z1#_ >D0_P1$/\[_R(?/\B' #_M<1P_@\@ /\?*0# '#0 _OI /\73 ' %5@!_Q1C ?\3;@' _$W83)0'Q%!XA3_

*N$5_P+A%?!"X!7_N 5_P+@%?!" _R4; /\F%P#_)!8 M_R4< /\F)0#_)#_ R$[/\?2 #_'50!_1M? ?D::0'W&G,!]!E\ ?(9A 'Q M&8L![QF1 >X9EP'L&9T!ZQFC >D9J@'H&;$!YQFZ

*>49Q0'C&=4!WQKH =P; M]0+0&8_\"U1S_]0< _P/3'/\$TAS !-(< _P32'/\$_RD7 /]$P#_*1(_ RP8 M /\L(0#_+"L _RDW /TG0P#W)4\|\|R-: >\B9 'L(6X!Z2%W >(@E 'A)OH!WR"@ =X(0]E<(:\!VB&X M@APP+5(=,"T2+G LTBI /* M(_\$R"/[<]7P\@6D!W2ER =!#N>@'!7*!((U2B) M M,HD +1*)>8#*SBK <\XHHP/,*\L#RBBS \DHO@3'*,P$2QGB!,$]!0_:^*OX' MO"K_"+HJ_PBZ*O\(N2K_";DJ_PFY*O\)_S / /\R"P#_-@T _S@0 /\Y%0#Y M-QX [S4H .Z+\<'N##=!]4P[@FR,/L*L##_ M"ZXP_PNN,/+K3#_"ZTP_PNM,/+_S,, /\V!@#_/ D _SX, /T]$ #O/!4 MY#D? -LY+0#2.CP S3I) <@Y5 '$.5X"P3AG]\W;P2]-W8%NS9]!KDVA >W M-HL'MC62'+0UF@FS-.:$)L36]"]\UM NN-<$+K#74"ZDVZ@RF-O@-I3; _#J.W M_PZB-'_\.HC? _#]W_PZB-'_ S<-'/\[@#_0 .D(% .E"'0#E/PX V#X6 M_Y)P#'038 PD%$;U!3P*Y0%D#MC]A!+0^:0:Q/7$'KSUX"*X\?PFL/(8* MJCN-"ZD[E0RG.YT-I3NF#;,ZL ZB.[P/H#O-

*#YX!YA";/41FCS_$9D_Q&8 M/\1F#S_$9@_Q&8/\1_SH! /] #O10 X4@ -E(!0#31@D S$42 ,1'-M(@"]2#$ N$@_ ,-'2@*P1E0$K$5=!.I$9 >G0VPD(14)S"]-">@NA08$.H$&(M#9Y D ^<0)@0FD"A$9A K!*70+@2E4#($Y- X1.10?,4D$'_%(!]_Q2.0O\3 MCD+_$XY"_Q,.0O\3_SP /E$ #D2@ V$X ,Y/ @#)308 PTL/ +-M-'0"U M3BT KTXZ ;M-1@*G3$\$I$M8!]%*8 B>26<)G$AN"YI'=0V81GP.ED:##Y1% MBQ$21902D$6=$XY%J!2,1;05BT7$%HI%W!:(1O 6AD;]%H9&_Q:%1_\5A4?_M%85'_Q6%1_\5_S\ .Q(#=3P SU, ,95 # 4P, NU$, +-2&0"MARD MJ%,V .-20@*?44L$G%!4!IE/7 B63F,*E$U]#)%,<0Z/2W@/C4M_$0M*AQ*) M2I 4ATF:%85)!1>#2;$8@DG &(%*UAE_2NT8?DO\&'Y+_Q=]2_\?74O_%GU+ M_Q9]2_\6_T, ,9, #64P R5@ ,!9 "Z6 $ M%8) *Q7%@"F6"4 H5@R M 9U7/@*85D@$E551!I)46 B/4E*C%)F#(I1,0Z(4'00A4][$H-/A!.!3HT5 M?

*TZ7%WU.H1A[3:X9>DZ|&GA.T1IW3NL:=T_Z&79/_QEV3_!8=D__%W9/_Q=V M3_\7^$8 .)0 #05P Q%P +M> "T70 KEH& *9;$P"@7"(FUPO)=; M.P*26D4#CUE-

*!HM850B(5UP*AE9C#(-5;@Z!5'$0T1X$GQ3@!JZ4HD6>%*4 M&'92GOET4JL:"6UD*@%@#'U99PYI6&X0>%AU$G97?11T5X<6EY=W==9 UU7&L0Q1N6X07;%J/&&I.FAIH M6J<<9EJV'65:R!UE6N0=95KV'&5; QME6O\:95K_&65; QEE6O\9Z$\ --9 M #$80 N68 +!H "G;0 GF4)=F#0"19QD C&@G (=G,@<GT"?V5& M:'MD309X8U0)=6);"W)A80UP86D/;6!P$FM?>11I7XJ69UZ-&65>F!IC7]4< M85ZT'6!>QQU@7N,=8%[U'&!>_QM@7O\:85[_&F%>_QIA7O\:Y%(,]< # M9 MFD *QL "C; F6D

*))["P";.A8 AVLD (K, %^:CH">FE#!'9H M2P9S9U((<&=9"FUF8 UK968/;&1N$69D=A1D8X 68F,+&&!BEQI>8]0<7&*R

*M'5MBQ1U;8N$=6V+T%MB_QM<8O\:7&+_&EQB_QI<8O\:X%4 ,M?"]9P MLFP *EP "?;P E&P (QM" "&;A, @F\A 'UO+0%Y;S@"=6Y! W)M205N M;% ':VM7"FEK7@QF:F4.9&EL$6%I=!-?;'X676>)&%MGE1I99J(;5V:P'%9F MPQU69M\!=5F;S'%=F_QM79O\:5V;_&E=F_QI79O\:VUD ,=B "Z;@ KW M *9S ":"

'A5@!T3(!:W@\ FAX1 1E=TP&8G=3 M"%]V6@I==6$,6G5H#UAT@ A'H 'I[!T? P ;WX7 &Q^) !!2R\!9G\Y F) 0@-??DD%77U0!UH] M5PE7?%X+57QE#5)

*[;@]0>G<23GJ"'%$MYCA9)>9P72'BK&$9XO1E&>-491G?O M&$=V_!A'=O\81W7_%T=U_Q=':?\7R64 +IO "N=P I'T)>A_ "+;?P M:?G\ :.! !L@PD :(03 &6%(!BABP 7X8V

*5R&/P)9A48#5X5.152%50=2 MA%P)3X-C"TV#;PU+@G0/2Q_$4:!C$'-$@9H50T%!%D& NA9 @-(607_M%D%^ /\-6PFH +5U "]?0 GX( )*# "%A >84 M &J) *!DB@, 8(P0 %V-&P!;CB< 6(XR %6..P%3CD."4(Y* TZ-4@5,C5D& M28Q@"$>,: I%BW(,0HM|#D"*B0'^BI@4!/(JG$CN*N!(ZBL\2.XCK$CN'^A,[MAO\3.X;_$SN&_Q,[AO\3O'$ *|["E@P F8< (R([_B0 :">LL 0FK,4$)]OD R6H]00EJ/\%):?_ !26G M_P4EI_\%IXD)N/ "1E A)D 'B> !KH@ 7Z8 %,] !(K0 /; M #2S P OM0X +;46 "RU(KMBD *K8R "FW.@ HMT,)[=, ":X50 DN%\ M(IAK "*X> $@N(@'!B9 1VYJP$Z$ &ZF !BJP 5K $JS _M@ -;D "R\ T =7V '5]@ !U?8 CIT M ("D !SJP 9K$ %FX !,O0 /\ #3# JP(@ 5K #D Y0< .8- #G$0 Z!8 .D=

*#])0 ZRX .TX #O10 \%, M /%D #Q=@ \HH /.< #SK0]+L /3(#TR],@ =ZT &JU !< MO0 3\0 $#) SS0)]$!W6 4W #N M F[@ .!$ #P"@ \0X /,2 #T&]B /@] #Z-0 _4, /Y2 M # _8P _W8 /^) # F@ _Z8 /^P # L _[_Q8C /\5(0# 2 M PTD /)*P# !C< _P-$ /\ 40# _%T _P!H /\ <@# 'L _P"# /\ B@# _M)$ _P"6 /\ G # _*$ _0"F /L K #Y + ,]P"[/4 Q0#S -$ \@#D /$ M\0#O /H [@# _X _P#M /\ !0# . T _P#M /\ _QD@ /\8'0# _%1T _Q ? M /\ _*8# _##0 _P!! /\'30# !5D _P1D /\$>@# _ W< _P. /\ #AP# _XT M_0*3 /L "F0#Y IX]?0 D /4]"@#S ; \0&X .\!P@#M <\ ZP'C .H![P#H M OL YP3 .8% P#F!O\ Y@; _.8& P#F!O\ _QP; /\;&0# _%Q@ _Q4= /\3 M)0# _$3 _Q] /\.20# _#%4 _PM@ /\+:@#]"W, ^PM\ /D*@P#W"HH]0]0 M

*/0*E@#S"!L \0JA .\)IP#M":X ZPFV .@)P #F"$P# _&Q(_QP9 /\;(@#_ M&"P _Q4X /\31 #^$E ^1%; /409@#$&\ \!!W _X0?P#L$(8 ZA" . D0 MD@##H$)@ Y@^> .4/I0#C#ZP X0^T .

/O@#>#\P VA#A -41\ #2$OL SQ+ _M @#@%H(WA;(-P6CP#; M%I4 V1;- -86H@#4%JD TA;Q - 7NP#.%)D S!C> ,@9[@"%&OL!PQK_L$; M_P+ & _"P!Q _ ;_P+ & _"_R8. /\E"P#_ P _RD0 /\H%@#^)>B]"0K M .PA. #F($0 X1]0 -T?6P#9'F4 U1YM -(?=0#0'WT SA^# ,P?B@'+'Y ! MR1^7 <@?G@'&'Z4!Q2 M <.,@MP'!(,0!P"'6 ,2PBZ@*Y(O@#MB+_]4C_P.T M(_\$LR/_!+,C_P2S(_\$_RD+ /\[!0#_+@@ _R\ /\M$ #S*Q< Z"@B . F M+P#9)CT TB=*, TG50#**%| QRAH <4H;P'#W2 M KLGF0*Y)Z "MR>I [8HLP.T*+\#LRC/ [IY@2M*?

8$JRK_!:DJ_P:H*O\& MJ"K_!J@J_P:H*O\&_RT% /\P #_ ,P(!C0& .\R"@#H+A W"P8 -$N #+ M+S< QC!$,$P3P"^,%D!NS!B ;@P:@*Y+W$"M2]X K,O?P.Q+X8#L"^- ZXN ME

*2M+IP$JRZD!.DOK@6H+!H%IB_*!J0PX@:A,/'GS#_]%Q_PB=,?\(G#' _M"P)PQ_PB<,?\(_S /\U #O. XCH -LY! #6-0 D SC03 ,8V@"_,#$ MNC@_ ,+8X2@&$S.%0!L#==]TW9 *K-

FP#J39S!@Y>02F-8 %1#6'!:,UCP:A M-9<'GS6@!YXU]@B<-;8(FS7%"9DUW0F6-N*E#:]"L W_PJ2-_|*DC?_"I(W M_PJ2-_|* S, /8Z #D/P V$(_Y" 0#)/@8 Q#L/ +L^'0"U!RP L3\Z M *T_10&I/T\!ICY8 J,\7P.A/6<$GSQM!9T\= :<.WL&FCN":!Y@[B@B6.Y,) ME3J<"I,ZI@N1.K(+D#O #(X[U0R,/.P-BCS[#8D_PV)/\,B#$S_#(@_PR(M/\,_S< .H_ #<+10 SDD ,5) "_1@(ND,, +-$&0"M12< /$8U *1% M00&@14L"G413 I!#6P.80V(ED)!!1!< >2078(D$! ^"8Y A@J-0(X+BT"8 E@V'0*X.A4"\#X1 SP^'0>D/@4'Y#X!! P^ 00\.@$+ _#H!"_PZ 0O\.

*M^CL .5$ #32P QTX +Y/ "X3 LDD) *M)%0"E2R_H$LQ)Q+/0&8 M2D<"E4E/ Y))5P202%X%CD=E!HM'P>)1G(0B$9Y"H9%@@N$18H-@D64#H!$ MGP]^1*L0?

*6Y$7M%RQ%Z1>81>4;W$7A&_Q!X1O\0>$;_#WA&_P!X1O\/\#\ M -]) #-3P P5, +A4 "Q4@ JTX% *1.$0">3R F5 M)50.0&23T,! MCDY, XM-4P2)35H%ADQA!H1+.

B"2VX)@$V'WY?Q<2@4,:>DF1#WAQ)<]!V M2:@2=FVG>]R!-R2N,3<4KU$G%*_Q%Q2_\1+4O_P5< +18 "L5P I5(!)Y3#P"85!P DU0I (14-0"+4T

*!B%-(.M H524 2"45<%?U!>]GU09 A[3VL)>4]R"W=.>PUU3H0.51;!G=480AU4V@)-UO4H$/;5*+$&M1EQ)I4.,39U&Q M%&91PQ5E4MX595+R%&52_Q-

*E4O\295+_$F52_Q)E4O\2Y$H_!3 # 6>MM5X *Q@ "B7@ FED));"P"-6Q8 B%PC (1<+P" 6SH!?5M# GE:2P-V

*M65($=%A8!G%8?P=O5V8);5=M"YM6=0UI5GX/9U:)>$65E1EC5:$48E6O%%5 MP19@5=L68%:Q%6!6_A1=5O\385; ,$F%6_Q)A5O\2X$T ,M6 "!70 LF$ M *AC "=80 E5T

*(U>"0"'7A, @U\@ 'J?+ !(7S2 -Q74$ M;UQ6!6Q<7 =]6V,);%MC'V9:6: 475FN%5M9OQ9; M6=@66UGO%5M9_11<6?!\37%G_$EQ9_Q)<6?!2W% ,=9 "Z8 KV0 *1E M "99 D&

(AA!@""8A$?F,= 'IC@!V8S0!D1)979X46%VL%5==O1967=46 M5EWN%5==_!177?\35UW_$E==_Q)77?\2UE, ,1< "W8P K&@ *'H "5 M9P BF, (-E @!]9@\ >&8; '1G)P!QO9S(;F<[

6MF0P)H9DL#9652!6-E M609A9%\(7F1G"EQC;PQ;8W@.6&.#$%9BCQ)48IP34V*J%5)BNQ518M(546'M M%5)A^Q128?\34V'_$E-A_O)38?\2T58 ,!? "S9@ J6L)QK "0:@ MA6< 'U1 !W:@T I%$UGN11,9\\43&;K%$UF M^Q--9O\23F7_$DYE_Q).9?\2S%H +QC "P:@ I6\ )AN ",;0 @&P M '=M !Q;@L ;6\4 &EP(0!F<2P 9'$V 6%Q/@%>:<48"7'!- UEP5 57<%L& M56]B"%-O;@I0;G,,3FY^#DQMBA!;9@126RG$DALN!-',T31VS]$TAK^A)(M;`\22&K_$4A]_Q%(;0\1QUX +AG "L;@ H7(-)-R "'<0 >G$ '%R M !K= < 9G41 &-V'0!@=R@ 7G@(7GP. %Q|&0!9?B0 5W\O %5 , %3?T !4'!(DY^3P,?E8$2GY=!4A] M909&?6X(0WQY"D%\A@L >Y0-/GNC#CQ(LPX\>@,/'C M#CUW_PX[=!_\.O&@ *)R "D>0 EGH (AZ !\>@ <'P &-_ !<@@ M5X0+ %.%% !1AB 3X8] $Z'- !,ASP!2H=$ 4B'2P)&AU,"1(9: T*&8@1 MAFP&/H5V!SN%@P@YA9$*.(2@"S:$L0LVA,8+-H/D"S:"]@LV@?\,-H# ,##: M_PPV@/\,MF\ *IX "??P D'X (-_ !W@ ;X(%Z' !5B@ 3HP& M $],$!(CQH 1X\E $60+P!$D#@ 0!! $"01P$ D$\|?9!6 CN07P(YD&@# M-X]S!#6/@ 4SCXX&,8^>!S",KP:0@ VFDH -9I2 3.;6@$QFF0!+YIO M BV:>P(LFHH#"If: RF:K 0HFL $)YG>R>7\@OEGOT%)Y7_!2>5_P4GE?\% MJ7X)Z% "2B0 A(H '\ ;][CP 7I, %27 :!)EP 0)\ #>B! R MHPX ,,,7 #"D!0 NI"+:0R "RE.@ KI4, *J5+ "FE5 HI5X)J5I "6E M=@$CI84!{J66 2"FJ $?I;L!'J77 1ZD[P$>%HOL"]'_ AZA_P(>H?\"HH8 M)>, "+CP ?9$ &^4 !CF 5YT $V4 !#I0 ,*@ #"K HK@<< M)*\0 ".0%P AKR$ (+ I !^P,0 >L#H ';%" !RQ3 ;L58 &K%A !FR;P 8 MLGX %K*0 !6RH@ 4LK8 $[+, .!.OZP 3K_D $Z[_ 1.N_P$3KO\!FHT)"2 M "$EP =9H &B? !;HP 4*@ $6L !L ,,(">U @N &+H' M !2\#@ 3O!4 $KP> !&I)@ 1O2X $+TW !"^00 .ODP #KY7 V^90 ,OW0 M"[^&]^F0 (O]P !{[" >^WP (OO "+WZ B]_ (O?P DY0 (>9 !Z MGP ;*4 &"J !3KP 1[, #RV QN)[L !^-^ 7P0 $<0! $C M' (R0X !\D4 ;)' %R20 ,!HL /*-@ "RD ,M, #+60 RV@ ,MY M #,C RY\,\NS #+R S.(,$0 #,\0 S/$ BIH 'RA !OIP M8]T %6S !(N ,!L #"^ FPO0 '<0 !7(/RP "LX 32 @ MTPH -,/ #4% U1H -8B #7*@ V30 -H_ #<2P W%H -UJ #= M?0 W9$ -VD #>M@ WL@ -[> #>X@ WN(?Z('K!-!DL 5K< M $[\ !P +\0 "3' ;RP $\\ W2 'U@ -L #> WP, M ,) #A#@ XA(,,7 #E'@ YB< .@Q #J/0 [$L ,Q: #M; M[H ,Z4 #N10 !K0 .[" #NQ@ !L8 =*H &;R !8N0 2\ #W% M OR0),T !G1 1U@ "]L /> X0 .4 #H Z0 .H M #K!@ !0L .\/ #P$P \AH /0C #W+@ ^3L /M* #\6P _6T M /V #^DP _[/ (ZM #^KP _]\ _Q ? /\.%0@ "AT _P$@ /\ * _M #4 _P!! /\ 3@#_ %(P !E /\ A@#_ '<_ P! _/X A@#\ (P ^2"/2 /8 MEP#X)P]P"B /8 IP#U *$"T \P"U /(OO#Q ,D [P#< .X ZP#M /< [#_ M .L _P#] /\ Z@#_ .H _P#] /\ _Q ,< /\1&0#_#1D _P8< /\#)0#_ #$ M_P ^ /\ 2@#_ %8 _P!A /\ :P#] ', ^@!] /< @P#U (D] "//(E #Q M)D \ "? .X 1 #M *L ["R .H N@#H ,8 YP#6 .4 Z #D /4 XP#^ .(M_P#A /\ X0#_ .$ _P#A /\ _Q48 /\3% # _#Q0 _PT9 /\+(@#_ ""T _P0Y M /\!1@#_ %$ _@!< /H 9@#V &\ \@!W .\ ?@#M (4 ZP"+ .H D0#H)8 MYP"< .8 H0#D *@ XP"O .$ N #?,,, W0#1 -L]Y@#9 /, UP#] -4" P#4 M O\ U /_ -0#_P#4 _]_ Q(5 /\1'0#_#B@ _PPT /* M00#Y"$P]097 /:$&80#M!FH Z05R .8%>@#D!80$ X@6' . &C0#?!H(W0:8 M -L&G@#9!J4 UP:M -0&M0#2!L T ?/ ,X(Y0#,"?0 R@O_ ,@,_P#'#/\ MQPS _,8,_P#&&#_ QL. /\9# # _& T _Q@1 /\7& # _%"(^Q$N /,0.@#M M#D8 Z U2 .4 -7 #A#64 W@UM -L-=0#8#?P U0V" -,-B0#1#@\ T V5 ,X- MG #-#J, RPZK ,D.M #(#L Q@[/ ,,0Y@# $?4 O1+, +P2_P"[$O\ NA+, M ;H2_P&Z$O\[_ Q)* /\;@"\'W$ NA]X +D??@"W'X4 MA^, +0? DP"S'YH! ML2"C ; @K &N(+0&K)W\!JB>& ;@GC@&G)Y0"I2>> M J,IU "B*+,"H"C! !\HU0*<*>P#FBKZ Y@[P27*0\$ERK_!)8[P26*0\$ M_R@ /4N #E.P VC4 - S 0#,+08 QBH0 +XM'@"X+BP LR\Z *\O10"L M,$\ J2]8 *'-N4'A3;V!X0W_P>#-_'\@S?_!X(W_P>"-_\'}#(,,[M #200 QD0 +U# "W/P L3L) *HI% "E/"(H#TP)T].P"9/44 ECU. M 90\5@&2/%T"D#QC HXI;@,,.W$$BCMX!(@Z@ 6'.H@&A3]2!H,ZG >!.]@(-M@#]U"7X]Q@E], ^$)>SSS"7L\ PEZ/\(>CS_ "'H\ PAZ/\(IC<-U! #+ M1@ OTD +9) "N1@]4$$ *-!$0"=0AX F$,K)5#-P"10T$ CD)* 80" M4@&$)05D"MT^? X5!9@,#0&0$4!T!8! >P9^/X0'?#=_"H FOEX/Z4*=T"R M"G5 PPMT0-T+D5P!7A$> 9V1($(=$2+")"9$@IP1*(+(;T2O#&V$ MP QM1=D- ;$7O#&M% 0MK1O\+:T; "FM& PIK1O*Y4 ,]) #!3P M5(M *M2 "A3P FTH)1*# "/2Q< BTPD (=,+P"$3#H @4Q# 7Y+2P%[2U(" M>4!8 W=*7P1U268%U! 7A02 %U3T\"E<; '97)@!S6#$ <%578(756!"EM5C0M95)H-6%2G#E95N]65*

:0957G((4UY]"5%=B0M0798,3EVD#4U=M Y,7<@.3%WF#DU=]PU-7/\, M35S_#$Y<_PQ.7/\,R50 +E< "M8P GV,))C "'8@ ?& '1A !N M8@D :6,2 &9C'0!C9"@ 860R %YD.P! <9$,!6F1 EAD40)69%@#5&1?!%)C M9P508W '3F-Z"$QBA@1+8I0+26*B#$ABL@U'8L<-1V+D#4AA]@Q(8?\,2&#_ M"TE@_PM)8/\+Q%@ +5@ "]9@ FV8 (UF "'90 =F0 &YE !H9@4 M8V<0 &!H&@!=;24 6VHO %E]. !7:D !56!' 5-]3@)!:E4#3VE=:!$U!9 5+ M3;6T&26AX!T=HA E&;)(*1&>A'T-GL0Q"9U4,0V#D'B#$)F!0Q#9O\+0V7_"T-E M_PM#9?\+OUP +%D "F;@ EFD (EI !];0 <6D &=J !B; $ 76T- M %EN%@!7;R$ 57 K %-P-0!1<#T 4'4YP3 %,<%,"2G!: TAP8@1&;VL% M1&]U!D)O@@= ,H\)/VZ>"CUNKPH]L(*/&[@"CUM] H];A*/6O "CYK_PH^ M; \)*NF *UI "@;@ D6T (1M !X;0 ;&X &%P !;<@ 5G0* %)U M$@!0=AT 3G#D 27A! $AX20%&>% !1'=7 D)W7P- =V(@#/G=S M!#@QV?P0Z=HT',7; <"#=UK0@W=< (-G7>"#=T\@@W<_X(-W+_"#=R_P<0 W0D 3GL% $I]#P!(M?A@ 1G\C $5_+ !#@#4 0H]$& 10 _@$P!/8!4 3R 7 (Z?V4"-']O S9_M? 0T?XH$,G^:!3%^]@8P? KT&,'I;!C!\ 8P>_T&,'Q /C!Z_P8P>0\&L&P M *1U "4=0 AG4 'EV !N=P 8WD %=] !/@0 1X0 $*&# _AQ, M/8@= #ROP [B3 .HDX #B)0 WB4@ -HE/ #2)6 $SB6$!,8DL2 ?=)> (M MB8<"'+(F7 RJ(@.IB+!H#*8C4 RF&[@.IA?P$*83_!"F$_P0IAA\$JG0)Y! M ">> @ @'H '1[!H?@ 78$ %*% !)B0 08P #F0!0 UD0\,Y(7 M #*2(0 QDBD ,);R "Z3.@ MDT$ +)-* "N44@ JE%P *)1G ">4 "' M?P >X &Z" !BA0 5XD $V. !"D@ .18 #*9 JG D *)T1 ":= M&0 EG2( ))XJ ".>,@ BGCH (9Y" "">2P ?GU4 'I[@ !R?;0 ;GWP &I^- M !B?GP 7G[(%I_) !:>Z 6G/< %IO_ 1>;_P$7F \)G8, (^& "'A@ M=(< &>+ !;(P 4), $:8 \G ,Z "NC CI@ -'*@+ !JI$0 8 MJ1@ %ZDA !:]*0 5)C$ %*HY !,]0P 3JTT $]M8 !&K90 0]W0 #]N& ZK MF0 -]ZP #*0< Q! R]WP ,]?(#:C\ VH P -]/\ EHH (E, !ZC0 ;)$ M & "5 !4F@ 29\ #^C UIP *ZH "N ;L %+,! ^U" @ MA M#+86 NV'P *MB< ;;8O BV.0 'MT, !K=/ 2W6P #MVH K=["WC@ MMZ$ +:T "VRP MN4 +7Q "U]P M?< CY$ (&4 !REP 99P %BA M !,I@ 0;L #>O LL@ (I4 !]X 3NP #KT G !0 #P0T ,$1 M #!%P PAX ,(F #"+P PSD ,1$ #$4 Q%X ,5O #%@0 Q94 M ,6H #%O Q-$,3F #$[@ Q.X AI@ 'F> !KHP 7;D %"N !$ M\P -[8 "RY BO &\ !"" ,Q0 !L@ #+ S < ,P- #- M$0 S18 ,X= #/) T"T -(X #41 U%(-5A #5*

'-AB@ &HT&\ !6/#0 3D!, $I : !*0(@ 1D"H M$)$R !"1.P /D40 #I%/ V17 ,D6H "Y%Z]1C0 (D)\ ]Y"S >/R0 ' MC^8 !X[T B_ (C?\ B7, 'MS !O

@ 7'X %&" !&AP /(P #*1 I ME0 (9D !F= 2H #], FF!0 #IPP *<0 "G%0]!P *@C "H M*P]30 *D_ "]2P]5D *EH "I>@]8X *FA "HM0],L *?D M "G[P]_, ?8 &^! !AA 58D $F. ^E -)D "]> AH@ M&:8 !*I -K !Z\ "P LP< +, ."S% M!4 +0; "U(@ MMBL +]: D 3I8 $*< WH@ +*< "K 9KP $; M NV $N0 +P "^ O@ +\& # "P P0\ ,(3 ##&0 Q0 !#@ R74 ,F* #)GP RK$,K! #)T0 MR=D ;I, &"8 !3G@ 1]0 #]K OL) +4 !FX 0O "K\ '! M Q ,@ #* R@ ,P #- P S@@ - - #1$ TQ8 -8> M #:* W30 -Y# #?5 WV< ,!\ #@D0 X*0 . "R #@O@ X,, M9]\ %FF !,K0 /!0 #*X DO &+\ !\## (OP ,H #- MT0 -4 #8 V0 -L #= WP .$$ #C"@ Y0X .<3 #] M']2< / U #Q1@ \E@ /-K #S@]\0 /2C #TK@]+(_P 3 M /\ $0#_ !$ _P 5 /\ 'P#_ "P _P Y /\ 10#_ % _P!: /X 8P#[&L M^0!R /< > #U 'X] "$ /(B0#Q (X \ "3 .X F0#M)\ ["F .H K@#H M +@ Y@#% .4 VP#C .T X@#[.(_P#A /\ X0#_ .$ _P#A /\ _P 0 /\ M#@#_ T _P 2 /\ &P#_ "@ _P T /X 00#[$P]P!6 /0 7P#Q &8]P!M M .P = #J 'H ZO[_ < A0#F (H Y0"/ _ E0#A) L X "B -X]@#; +0 MV0# -8 T #3 .@ T@#W -$ _P#1 /\ T # _ - _P#0 /\ _P - /\ "0# _ M H _P /\ /%@#["( ]P O /0 .P#P $<]0!1 .D 6@#E &(X@<!I . M;P#> '4 W !Z -H @ #8 (4 U0"+ - , D0#1)< SP"> , T I@#+ *\ R0"Z M , < R0#% . (Q #R ,, @#" /\ P0# _ (_P#" /\ _P,& /\ 0# _8 M P , /D $0#Q !T ZP 1 .< -@#C $$ WP!+ -L 5 #5 %P T@!C ,\ :@#- M ' RP!U ,D >P#((Q@"& ,4 C ##), P0"; +\ H@"] *L NP"V +D MQ "W -H M@#M +0 ^@"T /\ M #_ +0 _P"T /\ _P0 /\ #_ _P & M .P #0#E !8 W@ B - + -1 #P4 1#L S0!%, H 3@#% < Q !>, $ 9 "_ &H MO0!P +P =0"Z 'L N0"! + < AP"U (X LP"5 + (G@"P *< K@"R *P OP]M -$] #H +@"P *@ _P"F /\ _P8 /\% #Q P Z .$ M!P#5 ! S0 ; ,<)P## #, OP ^ +P 2 "Y %$ M@!8 +0 7P"R &4 L !] M %"M '8 K !*H @@"I (D IP"1 *4 F@"C *0 H0"N * NP"> 0"2$($ D!"* (\1E "-$9\ BQ&J (H2N " ($LL AA/F (44 M]P"#%?\ @Q7_ ((5 _P""%?\ [1H -PA #*)0 NR(+$? "K&@]10& M *42$0"@%!X G!4])D5-0"6%CX E!9')(63@"0%E4 CA=; (P780"'+%V< MB1=M (@7= "&&'P A1B& (,9D "!@ #]G 'X;M0!]&\|< ?!SB 'H=]0!Y M'?\ >|W '@=_P!X'?\ Y2(- I " + L "H "+P", 'CD B1Y! (B"! 'DAC !W6<=2*D '0BL@!S(\ B92 '@F6 !W)EX =29E '0G M; !W3O ?,'('FR" !ULE <,*8 &VNZ !HKU , M:NX '&G\ !QH_P <:/\ E5P (-< !U7 ;5T %]= !67@ 3&$ $-D M \9P -6H "]M H< 0 (W(- "%R$@ @ "'L ' !=]#@ 6?1, %7T; !1 ^(@ 3?BH $GXQ !% ^ M.@ 1?D0 $'],]_6@ .? V@ #7]X Q_B@ +?IT "GZP E]Q@ *?>0 "GST M M[_0 +>O\ AF4 '=E !]90 868 %9H !,;P 0F\ #ES Q=P M *GH "-^ <@0 %80 !"" -B0X #(D4 R)&P +B2, "HDK F),P (MB3T !HE(6)5 $B6$ HEQ &)@P 9B8 (BI "O@ A]H (;L ^ M]0 AOH ?FH "%] !G:P 6VP %]P !&= /'@ #-]]@0 (X4 M !R(5C $(\ R2!@ &0PP 1,1 "4%@ E!T)0D "5+ E34 M)5 "53 EED)9I "5>@ +E8X)2A "4M0 D)P)+F "2\@ MDO< > ' &UP !@<@ 5'4 $EY _?@ -8, "R(CC0 &Y$!24 M /EP "IH 2= P G@D) \. "?$@ H!< * = "A)0 HBT *(W M "C0P HU *-? "C<0 HX0 **9 "BK0 H<(*\< "AZP H/(MP 38 $*% XBP +1 "25 ,F@ %)X ZA) MI]< "] JP0 *L* "L#0 K1$ *T6 "N' KR0 + M "Q M.0 L48 +)5 "R9@ LGD +*. "QHP LK< + '* "QX L>D ;'X M %^ ' !2AP 1HT #N3 PF0)IX !RC 3IP #;L >N L@ M +4 "W N +D" "Y" N@P +L0 "\% O1L +\C #!+0 MPCH ,)) #%@ PVP ,2* #$RP Q-H 98D %B. M !+E0 /YL #.B HJ '.T !2QP -M@ !KD "\ Q# ,, M #$ Q0 ,8 #' R00 ,H) #+ #0 S1$,\8 #2(0 U2T M -8\ #830 V5\ -IS #:B@ VYX -NN #;N@ W., 7I8 %&< !$ MHP -*H "RQ @MP %,L V^ $P@ ,4 #) S0 - #2 M T@ -4 #6 V0 -L #>]0 X H :(/ #E%@ Z" .PM M #M/@ [5$,YE #O>@ [X\ /"? #PJP \+, _P 0 /\ #@#_ X M_P 2 /\ '0#_ "D _P U /\ 00#_ $T_@!6 /L 7P#X &8]@!M /0 = #R M 'D \0! _/A #N (D [0"/ .L E0#F) L Z "B .8]@#E +, XP# .$ MT@#@ .H WP#Y -T _P#= /\ W0#_ _X _P#> /\ _P - /\ "@#_ D _P / M /\ & #_ "0 _@ Q /L /0#E> $@] !2 / 6@#M &(ZP!I .D ;P#G '4 MY0!Z ;_ ?P#B (4 X "#Y -X D #\$ @] !2+ 6@#M &(ZP!I .D ;P#G '4 MY0!Z ;_ ?P#B (4 X "#Y -X D #<)8 V@"= -@ !0#5 *\ T@"Z - R@#. M ,_ S0#T L _P#+ /\ RP#_ _L _P#+ /\ _P (/\ P#_ 4 _P , /P M% #W :!\ @K .\ -P#K $(YP!, .0 50#@ %T W0!D -H ' U0!U M -(>@#0 (SP"% , T BP#+)(R0"9 , < H0#% *H PP"U ,$ PP" -H MQ@#N +T _ "\ /\ O #_ +P _P"\ /\ _P /\ #_ ^0 ' /$ $ #] M !H Y E -\ ,0#; #P UP!' -(4 #. %< RP!> ,D 90#& &H Q0!P ,, M=0#! 'H P "+X A@"\ (T N@"4 +D 9 "W *4 M0"P +, O0"Q\ ]KP#H M *X ^ "N /\ K0# _*T _P /\ #] [@ ! ,, # #: !0 MT0 ? ,P *P#(#8 Q0! ,(2@" _%(O !9 +H 7P"X &4 M@\]+ 0 "L9"3 "4 L0!Z + @0"N (@ K0"/ *L F "I *$ IP"K *4 N "C ,@ H@#B *$ M\P"@ /X H #_ * _P"@ /\ _P /8 #] X -, !@#) | P@ 8 M +T) "Y "\ M@ Z +0 0P"Q $P K@!3 *P 60"] %\ ]0!D *< :@"F &\ MI !U ^, >P"A ((H "*)X DP"<)T F@"G)@ M "6 , E0#<)0]P"3 M /L DP# _) _ P"2 /\ ^04 .H+ #<+#0 RPH ,(% "\ H M@ 1 +$ M' "N "@]@ S *< /0"D $4 H@!- * 4P"> %D G !?)L 9 "_ &H F !P M)< = @"5 'X DP"&)(CP"0 9D G@*D (P"L0"+ !GHP MAPC_(8(P"&"\ ]P\ -X4 #*%0 O !(+ 0 "N#]P8- *<#*%0 "PH !@ PP__ M 'L0 P!]$/\ YA< -$> "]*0 KQP *89 "A%0 GA $)T-#P"8#AD ME XE) $/+P"/$#D C!!! (H02 "($$\ AQ!5 (406P"$$6$ @A%G (1;@!_ M$74 ?1%^ 'P2B !Z$!0 >!*@ '<3K@!U$ [X =!35 ',5[@!Q%OT <1;_ '$6 M_P!P%0\ W!\ ,8E "S)0 I2,)PA "6'@ DAD)$4"P"-%!0 B14? M (86*0"#%C, @1<\ (70P!^%TH ?!=0 'H75@!Y&%P =QAB '88:0!T&'$ M_P!G M'O\ T28 +T] "K*@ G2H),H "-)0 B"((8=!@"#&Q ?QP; 'P= M) !Z'2X =QXV '8>/@!T'D4 &P?90!K(&T :2!V M &@#0!F(8T 92*: &,B] !B((@ 82/- & DZ0!@)/H 7R3_ %\D_P!?)/\ MRBP +8O "D+P EB\ (PM "%*@ @"@ "TD !Z(@T =B,5 ',C(!Q M)"D ;R0R &TD.@!K)4$;B5' &@E30!F)50 925: &0F80!B)FD 829R %\G M?0!>)XH 72B7 %LH0!:,*4 6BK* %DJYP!8*Q@ 6"K_ %@]_+P >2T '4J !R* H ;R@2 &LI&!P!*24 M9RHM &4J-0!C*CT 8BI# &]2@!?*U 7BM7 %PK7@!;+&8 62QO %@M>@!7 M+8< 5BZ5 %0NHP!3+!, 4R_ '%(OY0!2+_ < 4B__ %(O_P]2+_) P38 *HV M "9-@ BS8 (%U !Y,P 0 M $DXGP!(,+ !1SC# 4$, &Y# !E M0P 74 %9 !10@ 34(" $E## !&0Q(1$0: $)$(@!!1"H /T4Q #Y% M.]13\ /$9' #M&3P Z1E< .4=A #A'; W1WH -DB) #5(F0 T2*H - $B] M #-(V0 T2/ -$?] #1* P U1Q\ ID0))% "'1@ = 48 &I& !A10 M640 %%$!,]0 2$< $1"'@!!2! /TD8 #U()\ ]22< .DHN #*-@ X M2CT -TM$ #9+3 U2U4 -$Q? #_ ,-@ R3'< ,4R& #!,EP O3;@ +DV["Y- MU0 N3\ ]+TS["]+_P P2_\ H4< (Y(!^2 <4@ &9) !=2 54@ M $Q) !'2@ 0DL #],!@]30X 4X5 #=.'0 V3R0 -4\K #-/,P R4#H M,5!" #!02@ O45(!+%< "U19P L474 *U&$ "I2E0 14]8 *5*Y "A2T@ 1 M4>X *5#\ "]0_P]3_\ G$H (E* !Z2P ;4L &-_ !.;3 44P $A- M !#3P !5 #E2 @ U4PP ,U02 #%4&0 P52$ +E4H "U5+P L5C< *U8^ M "161@ I5D\ *%=9 "=79 F5W(>5>! "17D@ C5Z0 (E>W "\)7SP B5^P M(U2C "-5_P D5?\ EDT (1. !U3@ <4X %)[!63P 35 $52 _M4P .58 #-8 O6@@< *UL/ "L%0 H7!T \)UPD "9<*5 P E7#, >%TZ "-= M0P B74P (5U6 "!>80 ?7FX 'EY^ !U>CP <7]$ &UZT !I=S ;?>D &USY M !Q;_P <6_\ D%$ 'Y1 !P40 9%(%M2 !24P 2E0 $%7 [60 M-5L "Y> H8 ,)&(_ ")C$0 A8Q@ 'V0@ !YD)P =9"X &0V !ME/@ : M94< &651 !AE70 796H %F5Z !5EBP 499X $V6Q !)ER 29.< $V/W !1B M_P 48O\ B50 'A5 !K50 8%8 %=6 !/5P 1ED #U< V7P ,$(M "ED C9P '6H' !EL#@ 8;!, %FT: !5M(0 4;2D %&TP !-M.0 2;D(M$6Y, !!N6 /;F4 #FYU UNAP -:,#H %&VM MMP@ +:. #&OS UK_0 - M;0\ @"ED ')9 !E60 7%H %1: !*7 05\ #EC Q9@< *FD "1L M =;P %W( ]\)"K @ Q@@)X< !Z, 6D0 $)4 J9 $G * "B M HP$ *,& "D"P I0X *82 "G%P]!X *HF "K,0]SX *Q- M "L70 K' *R% "LFP]Z\ *O# "KV0]N@ 9'4 %=]Y !+?@ M!X0 #2* !D "Y8 !:, 0GP ",, &G]@ *X "P M L +$ "R P M @ +4- "V$ MQ4 +D= "]D@ O#, +U! "] M4@ O60 +YY "^D O:0 +VW "]Q@ O=< .7\ %"% !$BP .)(M "R9 AGP %Z0 !"])K@ +("V N0 +T "_ OP M , #! PP ,0% #&"@ QPX ,D3 #+' SB8 - U #110 MTE< -)K #3@@ TY< - .1 #2N TL0 58P $F3]F@ ,*("6H M :K@ $;0 FY O0 ,$ #$ R ,L #- S0 ,\ M #0 T@ -0 #8 V@8 -T, #@$0 XQH .8G #G. Z$H M .E= #J<@ ZX@ .N; #LJ [+(_P - /\ "P#_ L _P 0 /\ &@#_ M "$ _P R /\ /0#_ $@ ^P]2 /@ 6@#V &(]P!/$;P#P \4]@!Z .P M?P#K (0 Z0 "* .(10#A *\ WP"[-T RP#; .8 V0#W M -@ _P#8 /\ UP#_ -< _P#4 /\ _P (/\ ! #_ 0 _P - /\ %0#^ "$ M^C# L /< . #T $, \ ]- .T 50#]%T YP!D .0 ;@#B ' X !U -X >@#= M '\ VP"% -D BP#5) $ TP"9 -$ H #/ *H S0"U ,L Q #) - T R #Q ,< M P#& /\ Q@#_ ,8 _P#' /\ _P /\ #_ _P *# /@ $0#Q !P [G M .D ,@#F #T X@!' -T 4 #9 %@ U0!? -(90#0 &H S@!P ,P =0#* 'H MR0! _ < A0#% (P PP"4 ,$ G "_ *4 O0"P +L O0"Z - N #K + < ^P"V M /\ M@#_ ,8 _P"V /\ _P /\ #] \P %, D #@#A]8 VP A -4 M+0#1 #< S@!! ,H 2@#' "(Q !9 ,(7P# &4 Q@!J +P ;P"[!0 N0!Z M +< < @ "V (< M "- +(EP"P * K@"J *T MP"K ,@]0#C "0]0"G /\ MIP#_ *< _P"F /\ _P /X #Q Y0 -< "@#- !$ QP < ,()@" _M #$ O [+H 1 "W $P M !3 +(60"Q %\ KP!D #*T :0"L &\ ]@!T *D M>@"G (S !@"} *0 D0"B)\ H "E)X L@"= ,$ FP#-)H]P"9 /T F #_ M)@ _P"8 /\ _0 / #A T0 ,8 ! "] T MP 5 +, ("P "L MK0 U *L /@"H $8 !@!- *0 5 "C %D H0!? * 9 "> &D G0!N)L =0": M 'L F "#)8 C "5)8 DP"A)$ K0"/ +L C0#/ (P Z0"+ /@ C #_ (P M P_ /\ !P OP0 + < &0"D "0 H N M)X -P"< $ F@!')@ 3@"6 %0 E0!9), 7@"2 &0 D !I (\ ,/P "_ %8 MBP!^ (H B "( )(A@"= (4]0"# + @ 0@# (CQ"/ !4 ?P#_ \ _P! _M /\ Z T - 0 "^$ L0X *@- "C" H (,) P $P"8 !T E0 G)(M,0"0 #D C@%! (P!2 "% BO)4 (<"60"& E\ A -D (,#:P"! W(@ 1Z M 'X$A !]!8X >P6: 'D&IP!X!K4 =@?('4(XP!U"?0 =_K ,'_* P!S"O\ MW14 ,07 "Q%P I18)P3 "6$0 E T$),(#0",!Q4 BPD@ (@)*@"% M"C, @PL[($+0@" "TD ?@M/ 'I,5 ;![#%H >@Q@ '@,9P!W#&X =0UV '0- M@ !R#8P < V9 &\ ]-@!M#&K]-) &L!Y@!]$/< :1#_ &D0 P!I$/\ T!T M +0> "H'@ FQT)(; "+&0 B!4 (<1!P"%#A @0\; 'X0) !]$"T M >1 V '<1/0!V$4@ =!%* ',14 !Q$5B 0!?>&H4 M?1N2 %P;H0!;'+ 6AS# %D=X !8'O0 6![_%@>_P!8'O\ OR< *DH "9 M* BR@ ((G !])0 =B, ',@ !Q' D ;AP1 &L<@#1'2, 9QTL &4= M,P!C'CH 8AY! & >1P!?'DT 7AY4 %P?6P!;'V(62!K %@@=@!6(8(52&0 M %0BG@!3(]X 4B/ %$CW0!1)/(423_ %$D_P!1(\ N2L *,L "3+ MABT 'PL !T*@ ;R@ &LE !H(@4 9B$. &,B%@!A(A\ 7R,G %TC+P!< M(S8 6B,] %DD0P!7)$H 5B10 %4D5P!3)5\ 4B5H %$F- $TH MG !,*%P 2RF^ $LIV@!*%?$ 2BG_ $LI_P!+*?\ LRX)XO "_ ,@3 M '38 &XU !F M-0 83(%PP!7. 5# & %$P#@\,_!4 3#$= $HQ)0!(,2P 1S$R $8Q M.0!$,4 0S'R3P!,U< 0#@ @ #\T:P ^-7@ /36' #PVE@ [-]< .S;Y M #HVT0 Z-NT .S;\ #LV_P [-O\ IC8)(W "", =3@ &LX !C-P M738 % #HX:0 Y.78 ,#F% #S "9'R0 F1N<)T;X M "A% P H1?\ E4 ()! !S0@ 9T(%Y" !50@ 3D($5" _1 M.T4 #=& T1PH ,4@0 "(%@ N21X +$DE "M)+]23, *4HZ "A*0@ G M2DL)DM5 "5+8 D2VT (TM\ ")+C0 A3)\ (4RQ "!,QP @2^8 (4OW ")*M P B2O\ D$, 'Y$!O1 9$4 %\ !210 2D8 $%' \2 -TD M #)+ N30< *TX. "E.$P G3QH)D\A "5/* D3S (U W ")0/P A4$@ M(%!2 !]170 >46H '5%Y !Q1B@ ;49P &E&O !E1Q0 94>0 &E#V !M/_P <M3] BD8*

*@ 7'X %&" !&AP /(P #*1 I ME0 (9D !F= 2H #], FF!0 #IPP *<0 "G%0]!P *@C "H M*P]30 *D_ "]2P]5D *EH "I>@]8X *FA "HM0],L *?D M "G[P]_, ?8 &^! !AA 58D $F. ^E -)D "]> AH@ M&:8 !*I -K !Z\ "P LP< +, ."S% M!4 +0; "U(@ MMBL +]: D 3I8 $*< WH@ +*< "K 9KP $; M NV $N0 +P "^ O@ +\& # "P P0\ ,(3 ##&0 Q0 !#@ R74 ,F* #)GP RK$,K! #)T0 MR=D ;I, &"8 !3G@ 1]0 #]K OL) +4 !FX 0O "K\ '! M Q ,@ #* R@ ,P #- P S@@ - - #1$ TQ8 -8> M #:* W30 -Y# #?5 WV< ,!\ #@D0 X*0 . "R #@O@ X,, M9]\ %FF !,K0 /!0 #*X DO &+\ !\## (OP ,H #- MT0 -4 #8 V0 -L #= WP .$$ #C"@ Y0X .<3 #] M']2< / U #Q1@ \E@ /-K #S@]\0 /2C #TK@]+(_P 3 M /\ $0#_ !$ _P 5 /\ 'P#_ "P _P Y /\ 10#_ % _P!: /X 8P#[&L M^0!R /< > #U 'X] "$ /(B0#Q (X \ "3 .X F0#M)\ ["F .H K@#H M +@ Y@#% .4 VP#C .T X@#[.(_P#A /\ X0#_ .$ _P#A /\ _P 0 /\ M#@#_ T _P 2 /\ &P#_ "@ _P T /X 00#[$P]P!6 /0 7P#Q &8]P!M M .P = #J 'H ZO[_ < A0#F (H Y0"/ _ E0#A) L X "B -X]@#; +0 MV0# -8 T #3 .@ T@#W -$ _P#1 /\ T # _ - _P#0 /\ _P - /\ "0# _ M H _P /\ /%@#["( ]P O /0 .P#P $<]0!1 .D 6@#E &(X@<!I . M;P#> '4 W !Z -H @ #8 (4 U0"+ - , D0#1)< SP"> , T I@#+ *\ R0"Z M , < R0#% . (Q #R ,, @#" /\ P0# _ (_P#" /\ _P,& /\ 0# _8 M P , /D $0#Q !T ZP 1 .< -@#C $$ WP!+ -L 5 #5 %P T@!C ,\ :@#- M ' RP!U ,D >P#((Q@"& ,4 C ##), P0"; +\ H@"] *L NP"V +D MQ "W -H M@#M +0 ^@"T /\ M #_ +0 _P"T /\ _P0 /\ #_ _P & M .P #0#E !8 W@ B - + -1 #P4 1#L S0!%, H 3@#% < Q !>, $ 9 "_ &H MO0!P +P =0"Z 'L N0"! + < AP"U (X LP"5 + (G@"P *< K@"R *P OP]M -$] #H +@"P *@ _P"F /\ _P8 /\% #Q P Z .$ M!P#5 ! S0 ; ,<)P## #, OP ^ +P 2 "Y %$ M@!8 +0 7P"R &4 L !] M %"M '8 K !*H @@"I (D IP"1 *4 F@"C *0 H0"N * NP"> 0"2$($ D!"* (\1E "-$9\ BQ&J (H2N " ($LL AA/F (44 M]P"#%?\ @Q7_ ((5 _P""%?\ [1H -PA #*)0 NR(+$? "K&@]10& M *42$0"@%!X G!4])D5-0"6%CX E!9')(63@"0%E4 CA=; (P780"'+%V< MB1=M (@7= "&&'P A1B& (,9D "!@ #]G 'X;M0!]&\|< ?!SB 'H=]0!Y M'?\ >|W '@=_P!X'?\ Y2(- I " + L "H "+P", 'CD B1Y! (B"! 'DAC !W6<=2*D '0BL@!S(\ B92 '@F6 !W)EX =29E '0G M; !W3O ?,'('FR" !ULE <,*8 &VNZ !HKU , M:NX '&G\ !QH_P <:/\ E5P (-< !U7 ;5T %]= !67@ 3&$ $-D M \9P -6H "]M H< 0 (W(- "%R$@ @ "'L ' !=]#@ 6?1, %7T; !1 ^(@ 3?BH $GXQ !% ^ M.@ 1?D0 $'],]_6@ .? V@ #7]X Q_B@ +?IT "GZP E]Q@ *?>0 "GST M M[_0 +>O\ AF4 '=E !]90 868 %9H !,;P 0F\ #ES Q=P M *GH "-^ <@0 %80 !"" -B0X #(D4 R)&P +B2, "HDK F),P (MB3T !HE(6)5 $B6$ HEQ &)@P 9B8 (BI "O@ A]H (;L ^ M]0 AOH ?FH "%] !G:P 6VP %]P !&= /'@ #-]]@0 (X4 M !R(5C $(\ R2!@ &0PP 1,1 "4%@ E!T)0D "5+ E34 M)5 "53 EED)9I "5>@ +E8X)2A "4M0 D)P)+F "2\@ MDO< > ' &UP !@<@ 5'4 $EY _?@ -8, "R(CC0 &Y$!24 M /EP "IH 2= P G@D) \. "?$@ H!< * = "A)0 HBT *(W M "C0P HU *-? "C<0 HX0 **9 "BK0 H<(*\< "AZP H/(MP 38 $*% XBP +1 "25

'E' !K1P 8$@ %9(!.2 1TD #Y+ Y3 ,TX "Y0 M H4P( )%0+ ")5$ @518 'U8> !Y6) =5BP !%8S !M7.P .5T0 &5=. M !A760 76&8 %5AU !18AP 46)H $U>L !)7P@ 25^$ $U;T !15_P 45?\ MA$D '1 !F2P 7$L %-+ !+3 1$T #Q/ U40 +U0 "E6 D M60 'EL' !I=#0 871(%UT9 !9>(57B< %%XN !->-P 27D $5]* !%? M50 07V(#U]Q Y?@P -7Y8 #5^I Q>O@ ,7MH #5WP U<_ ,7/\ ?DT M &Y. !B3@ 6$\ $/ !(4 0%(#A4 P5P *EH "1= ?7P M&6(! !-E"0 19@\ $&84]F&P .9R(#6 !OL@ ;L@ &WE M !M\@ ;?D <%8 &-6 !95@ 45< $=8 ^6P -E\ "YB F9@ M'VH !EM 3< #G_MV! %> L 7@/ !U]5P >1D 'D? !2(@ M>B\ 'HY !Z1 >5O E 'I? !Z< >H, 'J8 !ZK< >3(('C? !X M]P =_< :EL %]; !66P 3%P $)>@ "AL @< &70 M !-W .>P "7X 2! @ <@@ (,- "#$ A!0 (49 "&(AB@ M ("0 "&I0 A;H (73 "$Z@ MA/0 96 %Q@ !180 1F0 #Q! R;0 *7("%W 9>P $H V# M (AP HH "- C@0 (X) "/#0 D!)$4 "2&0 DR)0I M "5,P E4)9. "67P E7( )6("5G0 E+( )3("3X@ D^X M864 %9F !*:@ /VX #5T K>0 (7\ !F$ 1B0 #(T :1 ME)@ ": FP)P" "=!P G@L)\. "A$@ HA@ *,@ "E M*0 IC8 *0$ "F50 IF@ *9] "FE I;D *2] "DT0 I.0 6VP M $]P !#=0 .'L "V! CAP &8T !&2 +EP !)P "@ HP M *8 "H J0 *H "L K00 *X) "P#0 L1$ +,7 "U(MMBL +@ S9S ,W #A-M S< 38, $&* U MD0 *9D !Z@ 3!@ #*P .Q M@ -@ *H ^ P@ ,8 #(M R ,H #+ $00 ,X #0 T@$ -4(#9)#@ W14 ,$A M #B,0 Y$, .56 #F:P YH(,>6 #G10 YK_P) /\ !0#@ 8 M P . /\ %@#@ "$ _P M /\ . #] $, ^0!- /4 50#R %T \ !C .X :0#L M &\ Z@!T .D >@#G '\ Y@"% .0 BP#C)$ X0"9 -\ H0#< *H V@"V -< MQ@#5 ,$ TP#T -(_P#1 /\ T0#_ ,_P#* /\ _P ! /\ #_ $ _P . M /\ $@#Z !T]@ H / , P#P #X [!(.@ 4 #E %@ X@!> -\ 9 #= &H MVP!O -D = #6 'H U !_ -(A0#0 (P S@"3 ,P G #) *4 QP"P ,8 O@#$ M -0 P@#N ,$ _@# /\ P #_ +\ _P"^ /\ _P /\ #_ ^@ -'/$ M#P#K !@ Y@ C .(+@#@ #@ VP!" -4 2P#1 %(S@!9 ,L 7P#) &4 QP!J M ,8 ;P#$ '0 P@!Z ,$ @ 0O" ,+L !$ Y* MP"T ,+ H ML@#F +5 >O 2V(%MQ !1+(@@ 32Y0 $DNG !)+O 12]D M$DKP !-* 42?\ ?S\ &\ !AU0 -$T Q#(!, 10" _$T O !3 +H 60"X% \MP!D +4 M;0"T &X L@!T +$ >@"Q (K0"(*P D0"])H]"E *8 L0"D ,$ HP#< M *$ \@"A /\ H #_ *_ P"A /\ _P /< #H V0 ,L " ## ! MO0 8 +D (@"V P M V +(/P"O $< K !- *L 5 "I %0 IP!> *8 8P"E M &@ HP!N *(= "@ 'H G@"")P BP",)4 F0"?) @ K "6 +H E #/), MZP"2 /L D@#_)(_P"1 /\ ]P .< #3 Q@ +L @"S P K0 2 M *H ' "G "8 1 P *, . "@ $ G@!')P 3@": %, F0!8)< 70"6 &, ME0!H), ;@"2 0 !) (\ IP"(+4 A@#' (4 Y "% +4 /A 4 #_ (, _P"# /\ !, - #! 0 M *P "F < H .)'T M%@"; " EP 1)4 ,@"3 #H D0!! (\ 2 -' $-T !8 !C M (< :0"% &\ @P!W ((@ " (H ?@"6 'T HP!{ + >@#" 'D W0!X ;$ M=P#} '@ _P!X /\ W@#_0 + "R# !@L)T("9! E0 *)$ $0". M !D BP C (D + '' #0 A0 [(, 0@"" $@ @ !. \ 4P!] %@ ? !> 'L M9 !Y &H > !R '8 >P!T (8 @,V '@$/ !W!$, =05('0%3@!S!50 <059 ' &7P!N M!F8 ,09N &L '> !J!X, : B0 &<)G0!E";P 9 F\ &,*U !C"^P 8@SZ &(, M_P!B#/\ PQ8 *T7 "= &D!@ (<6 "!% ?1$ 'P.!@=\U"@X > H6 M -4 !#"R"R@ < SP @\, P!M##X , Q$ &L-2@!H#&\ ; U5 &<-7 !E#6, M8PYK &(,=0!@#H!S 7PZ. %T/G !<$*L 6Q"! %H0U@!9$? 61'! %D1_P!9 M$?\ N1L *4= "4'@ B!X 'X= !X&P =!@ '$5 !Q$0D ;Q 1 &P0 M&0!I$" (9Q$J &81,@!D$3D 8Q$_ &(110!@$DL 7Q)1 %T26 !<$E\ 6A-H M %D3<@!7% T 5A2+ %05F0!3%:D 4A:Z %$6T@!1% ^T 41?] %$7_P!1% \ MLB)XB ",.(@ @2, 'L 21W[$D=_P!*?\ K"0 M)@E "(\@ >R< '$F !])0 9B, &(A !@'@ 7AP+ %L;$@!9'!H M5QPB %4<*0!4 '4 4QTW %$=/0!0'4, 3QU* $T>40!,'E@ 2Q)A $D?;P!(M< 1R"% $8AE !$(]0 1**X $,BS !#(^D 0R/Z $,C_P!#(O\ !B<),I M "#@= BH &T] !E*0 8" < %P PE !9(P 5R$ '%4A#P!2(18 4"$> M $XA)0!-(BP 3"(S $HB.0!)(D 2")&< $ $,D:0!")74 M0";# #\FD@ ^)Z, /B>T #TGR@]*.@ /2CV #TG_P ^) \ HBH (XK !_ M+0 0=X 'T#S !] _@ @/ \ B3D '@Z !I.P 7CP %4\ !-/ 1SP M $ \ X/0 -#X #! M004 *D(, "="$0 F0Q@)$,> "-#)0 B0RP M(40S "!$.P ?1$0 'D5. !U%60 <164 &T5T !I%A0 91U< &4:1 !A&0@ 7 M1=P &$7Q !E$_0 :1\ A#P ',] !F(@ 6S\ %(_!*P 1#\ #U M V00 ,4, "Q$ G1@$)$<* '"%(#P @210 'DD; !(\@ <22D &THP M !I*. 92D$ &$1+ !=+50 62

*-P M40#Y %(_ P!2 /\ G0 (L !\ <0 &D !D 8 %X !0!< M L 6P / %L % !: !D 6@ ? %D)0!7 "H 5@ O %4 - !4 #@ 4P] %(M0P!0 $D 3P!0 $X 6 !- &(2P!M $H >@!) (L 2 "= $< L0!" ,P 1@#P M $< _P!" /\ D 'X !P 9@ %X !9 5@ %, 0!2 @ M4 - $\ $!/ !4 3@ : $X (!- "4 3] $H +@!) #, 2 X $< /@!& M $0 10!+ $0 4P!# %T 00!H $ =0 _ (4 /@"7 #T]P] ,, /0#F #T M^P ^ /\ AP '4# !H!@ 70< %4& !0!@ 3 0 $H! !) 0 1P * M $0 #@!% !$ 10 6 $0 &P!# " 0@ E $$ *@! "\ /;P T #X ,@] $ M.P!' #H 3P Y %D . !D #< <0 V ($ -0"3 #0 I@ T +L - -#= #0]0 U M /\ ?@8 &T) !@"P 5@P $X, !(" P 1 H $((! !0$ /P$' #X M"P] X / 2 #L % P [!P . @ A 4 #0 -0 T #"P , P!# M #(3 Q %4 , !@ "\ ;0 M "!" ?P H@ L +8 + #0 "P [@ L /P M=PH &<, !:#@ 4 X $D. !##@ /@T #L, Y"P . D# #<%" V M @T-0$0 #0 $P S !@ , @ = #$ (@ P "< +P L "X , @ M #@ + ! "L M20] %(*0!= "@ ;P G 7H) @&, "4 GP E +( ) 0#* "4 Z E /< -@T M &(. !6$ 3!$ $01 ^$0 .1 #8/ S#@ ,0T! # +!0 P" H M+P8- "X%$0 L!!0 *P,9 "H#'@ I R, * 0I "<$+P F!34)04] "0%1@ C M!E (@9< "$';0 @!WD 'P>+ !X'G0 >!| '0;& !T&XP =!?, ,0K $ 3 Z$P -!< (#$1 N$ + \ "H. P]#0< *0L+ M "@)#@ G"1$)0@6 "0(&P C"2 (@DF "$)+ @"C, 'PH[!X+1 =" T\ M' Q; !L,:0 ,:#'D & R+ !@;G@ 7#+ %@S %!8,X0 6" ,:1 %H2 !. M% 114 #T5 W%0 ,10 "T3]$@ *!$ "80 0 D$ 0 (PX(",- M# B#] (P3 !\,& > #1T 0TC !P-*@ ,#3(&@XZ !@.1 7#E %@] < M !4;@ 3$ T $A"- !$0H 1$+, $ _) ! /Y 1#_ (91(%<4 !+%@ M0A< #H7 T%P +O8 "H5 G%)!, "(3 @$@, 'A$& !T0"0 < M$ T &P\0 !D0%0 8$!L %Q A !80* 5$3 %!$Y],10P 2$DX $1);] 2 M:0 0$WD #A,, X3G@ -$[$ #1+% P2X0 - O 8A0 %06 !)& /QD M #<9 Q&0 +!@ "@7 D%@ (18 !\5 <% (&A,$!D2!@ 7$@L M%1(. !02$@ 3$Q@ $A,? !$3)@ 1%"T $!0V \500 .%4P #A97 T690 , M%W4 "Q>' H7F@)%JT "!;! @6W0)%>X 7Q8 %$8 !&&@ /1H #4; M O&@ *AH "49 B& 'Q@ !P7 9%@$ %Q8@ !4&! 3%@D $18- M ! 7$0 /%Q8 #A<< X8(P -&"H #!DS P9/ +&D< "AI3 D:80 '&W$ M!AN# 4;EP $&JH QJ _,9V@ $&>P 7!@ $X; !#' .AP #,< L M')QP ",; @&@ '1D !H9 7& $ %1@" !(9! 0&P< #AL, T< M$,'!, "OP9 H<'P)'2< "!TO <>,0 &'D, !!Y0 ,?7@ ""\X 1^ M ?E0 'JD !Z] =V '>P 6!H $L< !!'@ .!X # > J'@ M)1T "$< > ' &QL !@; 6&P$ $QL" !$T 51T $@? ^(-2 "X@ H((Q\ M " > =' 0 &AT !8= 3'@ $1\" X@! -(@< "B0+ 8E#0 $)1 M B84 F&@)B$ "T 42 $4A !(@ ,B("PB F (0 (B$!X@ M ;'P & " !0@ 1(@ #R, T< P *)@8 !B@* ,1#0 *P "P2 M L%9 +!X "PF M+P +3D "U& M5 +60 "UW LC0 +*0 M "NZ KU@ *NX 32($$D X) ,"0 "DD D(P (2(!TB 9 M(@ %2, !(D /)@ #2@ HJ @ &+ 4 BX) O"P , X #(0 S M%0 ,QL # ,B S*P ,S8 #-" S4 ,V #-S RB@ ,]$ #&X M PU@ ,,\ 224 #XF T)P +2< "@F C)0 'R0 !LE 6)@ M$B@ !]- + "BX 8P 0 ",@0 #0' U"@ -PP #@. Z$@ M,A< #H? Z)P ,C(#H^ Z3 ,EP #IO YA@ .)X #BV W MU -N\ 1"D #HI Q*0 *RD "8H B)P '2@ !@I 3*P $"X M TP),@ !34 $W .0(#L% \" /@L #\- !!$ 0Q0 M $, ; !#(P 0RX $,Y !#1P 0E< $)] !!@0 0#0 #^R ^SP M/N\ /RP #8L 0+ *BL "4] ?*P &2T !0Q 0,@ #34 &X M $,@ #P _ 00 $; * !%!0 1@ &@0+ !*#@ 3!$ $T6 M !-'@ 32@ $TT !,0@ 3%$ $MD !+>P 2I0 $FM !(R@ 1^P M.S #,O M+P *"T "(O ;,0 %30 ! W -.@ "#T) M0P $8 !(2@ $P !. 0 3P0 %$' !3"P 50X %@2 !9 M&0 6"(%@N !7/ 5TL %9> !6*

!P 80L &0. !F$P M9QP &8G !F- 940 &17 !D;P 8H4 &&? !@N0 7MP -3< # U M H-P (#H !@] 10@ #$8 9* 3P %, !6 60 %P M !? 80 &0 !E 9P &D !L 0 ,@8 '$+ !T#P =Q4 M '<@ !V+0 =CT '5/ !T8P 0 'T " M@P (4 "' B@ (P "/ D@)8 "9 @ G@D *(0 "B M&@ H2D * ["?4 G6<)]! ";F0 F:\ *4D !], 55 #EL M 5B ;0 ' !W ?0 (("& BP (\ "3 E0 M)< ": G0 * "C I@ *H "N L@ + <* "[$0 MNA\ +DP "W10 M5P +1T "QC@ KZ0 (E0 !A; 08@ !VH !S M >P ((") D)4 ": GP *, "F] *L M "N L +, "V N@ +T #" QP ,P! #3"P U!4 M -,F #1.@ T%$,UH #+!@0 RI8 _ /8 #R \0 /, 0#T M P \ 3 @ 7 \ "M "4 Z N ,(-@# > #X V0!$ -0 2@#1 $\ G0 $4 ,L M60#) %X Q@!C ,0 :0#! ' O@!X +P @0"Y (T M@"; +,]P"Q , KP#F M *X _P"\ F \ F@# _)0 _P"/ A] .P #H VP -\ #9 D MT@ 0 ,\ %P#/ " S H ,8 , # #< O ^ +D 1 "W $D M0!. +, 4I"Q M %< KP!= *T 8@"K &D J0!Q *< > @"E (4 H@"3 * H@"= +8 FP#4)0 M^0"6 /\ C0#_ (@ _P"$ /\ Z -\ #9 R0 +\ "X 0 M0 - M +, $@"Q !H L B *T *@"I #$ I@ X *0 /0"B $, H !( ) X 3 "< %$ MFP!6)D 7 "7 &(E0!) , <@"1 "T CP"+ (T F@"+ *P B0#% (@]@"& M /\ ?P#_ 'H _P!X /\ V0 ,T "[K@ *4 "? G))D M#P"9 !4 F0 =) "4 "L D0 Q (X -P", #P BP!! (D 1@"($L A@!0 M (4 50"# %L @@!B (;P! ^ '4 ? """ 'H D@!X *, =P"Y '8 X !U /\ M<@#_ &X _P!L /\ Q +4 "E F0 (\ ") A0 $ (0 # "" M !$ @@ 7 ((' @" "4 ?@ K 'P ,0!Z #8 >0] '< 0 !V $0 =0!) ', M3P!R %4 < !< &\ 9 !M &X ; !Z &H B@!H) L 9P"O &8 S !E /4 9 # _ M &$ _P!@ /\ M * "0 A0 'T !W*

&< 7 !S %L @@!9), 6 "F %< OP!7 .H 5P#_ %8 M_P!4 /\ H0 (X !_ =0 &P !H 9 &$! !@ L 7P / M %\ $P!? !D 7P ? %T)0!< "H 6P O %D ,P!8 #@ 5P] %8 0P!5 $D M4P!0 %(6 !1 &$ 4 !M $X >P!- (P 3 "? $L M0!* -P 2@#Z $H _P!* M /\ D@ (!R 9P %\ !: 5P %4 0!3 < 4@ , %(M$!2 !0 4@ : %$ 'P!/ "0 3@ 1 $T +@!, #, 2P X $H /0!) $, 2 !* M $8 4@!% %P 1 !G $, =0!" (8 00"8 $ K@! ,L /P#R $ _P! /\ MA0 '0 !G 70 %4 !/ 3 $H !(0 1P * $< #0!& M !$ 1@ 5 $8 &@!% !\ 1 D $, *0!" "T 00 S #\ . ^ #X /0!% #P M3@ [%< .@!B #D ;P X (-P"3 #8 IP V , - @#H #8 _@ V /\ ? M &L !> @ 5 , $T# !' P 0P$ $$ _$ /@ ' #T "P] X M/ 1 #P %@ \ !H .@ ? #D) X "D -P N #8 ,P U #H - !! #, 20 R M %, ,0!> # ;P O 'L + @", "T H @ M + !@ + 0!# = "T ^ N /\ *X '@#' !X Z0 ? /H : D %D, !-#0 M0PX #P. V#@ ,0T "T- J# * L "<)! F!@@)@0+ "4##@ D M 1) $4 "(!& A 1T (0 B "* ? "X '@$V !T!/P < 4D &P%04 !H! M80 : 7 &0& "!@ E@ 8 *H & #! !@ X0 8 /0 8PP %4. !)#P 0! M #@0 R$ +0\ "D. F#@ (P" "(, P @"P8 (D) !\'# >!@X M'@41 !P%%0 ;!1H &@4? !H%)0 9!2L & 4S !<&/ 6!D8 %@92 !4 '7P 4 M!VX $P> !(' E 2!]< $@6\ !(

A5K=C85:W8V%6MV-A5K=C85:W8V%-M6MV-A5K=C85:W8V%6MV-A<&&IK_$RN._R0YA?\V1'[_1$UY M_U%5&]9[`MP6.M^<5?]

M@7)6ZH1R5>F'_F%66OQF65Cl:UM5^7!=5/AT7E+W>%]1]WM@4/9^84_U@6)/`M]81C3O2'9$WTBV5,!Y!F3/.09DSSD&9,!Y!F3/.09DSSD&9,!Y!F3/.09DSS MD&9,!Y!F3/.09O^@&

/_HBP0_Z_I)?^<23S_EU=3^)))D9^R0;'GBCW6)V8Y^_ME|&-AZ+,C(VJQXJ1L<2(E+;,#A9:XPH.9N<!FfG!?YZZP7VAN\%[I+O >]>[MP'FJO,!XKKS =[2fO'BTN[QXM+N\>+2fO'BTN[QXM+N\>+2fO'BTN[QXM+N\ M>+2fO'BTN_^@&*

/_HBP0_Z_I)?^<23S_EU=3^)))D9^R0;'GBCW6)V8Y^E|&-AZ+,C(VJQXJ1L<2(E+;,#A9:XPH.9N<!FfG!?YZZP7VAN\%[I+O >]>[P'FJ_MO,!XKKS =[2fO'BTN[QXM+N\>+2fO'BTN[QXM+N\>+2fO'BTN[QXM+N\>+2[MO'BTN_^@&*

/_HBP0_Z_I)?^<23S_EU=3^)))D9^R0;'GBCW6)V8Y^E|&-AZ+, MC(VJQXJ1L<2(E+;,#A9:XPH.9N<!FfG!?YZZP7VAN\%[I+O >]>[P'FJO,!X MKKS =[2fO'BTN[QXM+N\>+2fO'BTN[QXM+N\>+2fO'BTN[QXM+N\>+2fO'BT MN_^@&*/_HBP0_Z_I)?^<23S_EU=3^))D9^R0;'GBCW6)V8Y^E|&-AZ+,C(VJ*

MQXJ1L<2(E+;,#A9:XPH.9N<!FfG!?YZZP7VAN\%[I+O >]>[P'FJO,!XKKS M=[2fO'BTN[QXM+N\>+2fO'BTN[QXM+N\>+2fO'BTN[QXM+N\>+2fO'BTN_^@ M&*/_HBP0_Z_I)?*

^<23S_EU=3^))D9^R0;'GBCW6)V8Y^E|&-AZ+,C(VJQXJ1 ML<2(E+;,#A9:XPH.9N<!FfG!?YZZP7VAN\%[I+O >]>[P'FJO,!XKKS =[2f*

*MO'BTN[QXM+N\>+2fO'BTN[QXM+N\>+2fO'BTN[QXM+N\>+2fO'BTN_^A&/_MHRL0_Z_Z)?^<2#S_EU93^)-C:.R2:7KAD7.*V(|\F-".A*3*CHRMQHV0M,2*.MD[?*

*#AI6XPH28N<&!F|K!?YV!P'V@O,!H+S >]>[P'FLO+,\N'BS MO+AXL[RX>+,\N'BSO+AXL[RX>+,\N'BSO/AO&/_A&/_[M@9k$N'BV*CO&F|J,>T>JO'KWNMQ:MJKL.G?*

^=2#W_F%54]Y1A;>N49GO@DF^.U!%XFLZ0@];(CXFPQ(^/ML.+D:2"-MB)2YP827NL""FKS.?YV|OWV@OK]H+Z^>JB_OGBMOfUXL;ZX>+^M'FSO;1Y*

ML[VT>;.]M'FSO;1YL[VT>;.]M'FSO;1YL[VT>;.]M'FSO?^B&/_1"D0_Z$X M)?^=1SW_F554]Y9>;>N58WO@E&R-U9)UG,V1?ZC'D8>RQ)&.ML.-D+C!B9.Z MP(.6O+^"F;V_?

YR^OGV@O[UH<"]>:K_O7BPP+AYL,"T>;&_KWJRO:|ZLKVO>K|KWJRO:|ZLKVO>K*|KWJRO^C&/_["D0_Z(X)?^> M1CW_F515]Y=<:>N78'S?EFF-U9-*

RG5 MO;Z#F+^|@)S O7V@P;QI[<|>:O"N7FOPK1YK\&P>K# K'NROQ[LKZL>[*^ MK'NROQ[LKZL>[*^K'NROQ[LKZL>[*^K'NROO^C& +_I2@0_Z(W)?^?1CW_MFE-*

*5]YE:.>N97GS?EV6.U)5OG:O%DX*TQ)2*M*1CKG C)"\OXB3OKV$ ME|"\@)O"NWV@P[MJIL2Z>JW%M'JNQ*|ZK*L>[# J'RQOZA\L;^H?+& J'RQ MOZA\L;^H?+& J'RQOZA\L;^H?+& J'RQO_^D& + I2@0_Z.Y)?^?13W_FE-5 MJ)Y7:>.N;6WS?F6*.U)=KGLN5=]%&I-&7AJ?. 8RJ)2'K,63AZ[#+D#>PP)**L,"2A[# DH>PP)**L,"2-MA[# DH>PP/^G& + _]"0/_Z8S)?*

^=2#W_F%54]Y1A;>N49GO@DF^.U!%XFLZ0@];(CXFPQ(^/ML.+D:2"-MB)2YP827NL""FKS.?YV|OWV@OK]H+Z^>JB_OGBMOfUXL;ZX>+^M'FSO;1Y*

ML[VT>;.]M'FSO;1YL[VT>;.]M'FSO;1YL[VT>;.]M'FSO?^B& /_1"D0_Z$X M)?^=1SW_F554]Y9>;>N58WO@E&R-U9)UG,V1?ZC'D8>RQ)&.ML.-D+C!B9.Z MP(.6O+^"F;V_?

YR^OGV@O[UH<"]>:K_O7BPP+AYL,"T>;&_KWJRO:|ZLKVO>K|KWJRO:|ZLKVO>K*|KWJRO^C& /_["D0_Z(X)?^> M1CW_F515]Y=<:>N78'S?EFF-U9-*

RG5 MO;Z#F+^|@)S O7V@P;QI[<|>:O"N7FOPK1YK\&P>K# K'NROQ[LKZL>[*^ MK'NROQ[LKZL>[*^K'NROQ[LKZL>[*^K'NROO^C& + _I2@0_Z(W)?^?1CW_MFE-*

*5]YE:.>N97GS?EV6.U)5OG:O%DX*TQ)2*M*1CKG C)"\OXB3OKV$ ME|"\@)O"NWV@P[MJIL2Z>JW%M'JNQ*|ZK*L>[# J'RQOZA\L;^H?+& J'RQ MOZA\L;^H?+& J'RQOZA\L;^H?+& J'RQO_^D& + _I2@0_Z(W)?^?1CW_MFE-*

*5]YE:.>N97GS?EV6.U)5OG:O%DX*TQ)2*M*1CKG C)"\OXB3OKV$ ME|"\@)O"NWV@P[MJIL2Z>JW%M'JNQ*|ZK*L>[# J'RQOZA\L; ^H?+& J'RQ MOZA\L; ^H?+& J'RQOZA\L; ^H?*

+& J'RQO_^D& + _I2@0_Z.Y)?^?13W_FE-5 MJ)Y7:>.N;6WS?F6.U)=KGLN5=]%&I-&7AJ?. 8RJ)2'K,63AZ[#+D#>PP)**L,"2A[# DH>PP)**L,"2-MA[# DH>PP/^G& + _]"0/_Z8S)?*

*^B0C[_H$14^:1*9NVG2GCBJ4N^UJA1FLVF M6ZG'I66RQ*=PML"G>KR\|H|#MJ*'RZ^=B-;EEY7FEX^>VI.-H]*1BZ?-D(NJ*

MR9"'"K,/BJ[#CXFPP8^)L,&/B;#!CXFPP8^)L,&/B;#! MCXFPP?^G& + _]"0/_Z8S)?^B03[_HDA4^.9'9NZJ1W?CK4>(V:U+F.^L5.(MK%ZOQ]HH|*Q<[F^LGW*

*LJ['RZ6BAM64G(O>CY[=VHV5HM.,Dj:.BY"IRHN. Mf|>+C:W$C(ROP8R,K\&,C*_!C(ROP8R,K\&,C*_!C(ROP8R,K\&,C*_!C(RO MP?^H& + _]20/_Z>HM.'F*7/AY6HRX>3JLB(*

MD:W%B)"OPH0B)(D*_"B)"OPHB0K*(D*_"B)"OPO^H M& + _]2,/_Z MI.7_]F*^$Q(^LA,B'JH?*@*F,S'RD\QZFLA\|HJO'?9ZMQ'V> M%<1|GJW$?*

9ZMQ'V>K<1|GJW$?9ZMO/^J%@+ _JR$. ZDN M)?^G/#[_L#9, _+HP6>_(+&++V2=MR|PFAK,/)NHP52KG[EFMINU=+R9LG^_ ME,"$PHVOA<2&K8?

&@:R+R'VLD,A[K)C(>:V?QW>MI\=WJJS&>:6MQ'FEK<1Y MI:W$>:6MQ'FEK<1YI:W$>:6MQ'FEK<1YI:W$>:6MQ/^K%0+_K" . ZLM)/^K M-CO_MB]

(\0H4>#6)E,_Y"]QNIHHB^K%3N?PU>IF;QHI.W=KF4M("JD;% MP(NQAL&&L(C#@:,^+0'ZNC\5]KI3%>,?_^Q'BOH,?UCV[#K]G9%$N>L>K;WK'[VMZQZMK>*

*L=K;WK'[VMZQZMK>L>K;WK'[VM_^7$0'_FR8* YL[']^823' EE-$_YA752]8 M6V7PEV%TYY9H@MZ3;6Z]WUN:A[MKBH>[:XJ'NVN*A[MKBH>[:X MJ'NVN*A[MKBH>*

[:XJ'NVN/^7$0'_FR8*_YPZ'/^823'_F%%$_YI45/J;6&3P MFEUTYYAC@MZ6;8_6DW>.T)& LJ/B:S&C8^SPXF4M$F+K ?YZ\OWNEOK]Y MKKZY>+*^LGFRO:UZL[RI>*

*[2ZIGNUN:1\MKBD?+:XI'RV MN*1\MKBD?+:XI'RV/N^8$0'_G?8*_YPY'/^92#'_F4]$_YQ25/N=56/QG5IS MYYM?@=Z9:8_6EG*:SY-\IK# K'NQOJAI[VE?*

+2[HGVUN:!]MKB@?;:XH'VVN!]MKB@?;:XH'VVN*!] MMKB@?;:XH'VVN/^9$0'_G28*_YTY'/^91S'_FTU#_YV/4_N?4F/QH%9RZ)]; M@-*

^=9(]7FFV:T)=WI,J4@:W%DH[UPHZ0N;^E;V\@)S!NWNGO+-ZK<2K>Z_" MIGRQOZ-]LKV@?K2[GG^UN9Q_MKB8T)MQH\J8>ZW%E86TPI-NKZ*DK^Z@9O%MWRIR:M\|\>D?:*

*[#H'ZP MP)U_LKV;@+.!F8&UN1B!MKB8@;:XF(&VN)B!MKB8@;:XF(&VN>B!MKB8@;:XH'VVN/^;1C+_GDE" _Z)*4?VD36#SIE!OZ[=4?>&F6(K:*

*MI&*6TJ%KH^.L5(?,:S3X/?M%6.V;5? ME]\U:;#.M7:GP:M\MK"?A<2AE9+.E(ZCTI"+J,N/BJ$&CHJOPHZ)&L;^.B;*]*

*MCHBTNXZ(M,F.B+6YCHBUN8Z(M,F.B+6YCHBUN8Z(M,F.B+6YCHBUN?^;$0'_MH'8*_Y\V'/^<1#'_HT;__ZA#3O^M1%OXL45H\+9(=.F[3'[CP%&'W\9;CM,(M:Y3&O7&FM;-*

XM:6H@<.4GXW-B9TRCBTUN>4\R(D:O'B8^NPXF.L,"C;^BHRS MO(]+M+]*B[2ZBHNTNH]+M+[*B[2ZBHNTNO^<$'_H28* M_Z V'/^>0C'_I4 ^_ZM*

3/^Q0%GZMT%D\[U$;^[%27?ESE)\W=9B?|S.:)\ MQ6ZDJ[MM)JQ?|&*JHK+?Z>=SX"?]_R"F;O'@Y6MQ(23K\&%D;&_AH^SO8>.*

*MM+N'CK2[AXZTNX>.M+N'CK2[AXZTNX>.M+N'CK2[AXZTN_^=$'_HB8*_Z U M'/^@/S#_IST]_ZX\2O^U/%7ZO3U@\,9"9^,12FS>WDYVS=I7A[!08l:NQ6ZF*

MH;GUYLI6T@IV&K&8C&>Z]4RGBKJ,E[HJO'?IRMQ("9K!EK# @I2ROH.2L[R# MDK.\@Y*SO(.2L[R#DK.\@Y*SO^>$'_HB8*_Z$T'/^B M/"[_JCH[_[(X1_RI-*

U'RQ3I8YM%!7-O>0FG-XD9\OM=1C[,7YNAPVVIHF+QY MLI&UA+N%L8G":?*Z1Q7BNG\5UK:S%>*6NQ'[@K\)\G+# ?IFQOG<6LKU_EK*] M?Y:RO7^6LKU_EK*]?Y:RO?^>$'_HR4)_Z(T'/^E.2W_ MKC4X_[@S0O3#,TKGT#A.V=XY6LOF/6Z^X$*.KM10D*'+7YV8PVVHD;UYL8NX*

*M@[B#M(B]?;&0P7FQFL%UL:7!9^QOWNYRR MO7NYRRO7NYRRO?^@$'_I"0)_Z,R'/^H-"O_LR\|T M^;\M/.G-+T#9WB]*RNX>K:-NW>UE;QUM9^\ROG:CLKUVH[*]=J.RO7:C*

*MLKUVH[*]=J.RO?:CLKUVH[*]=J.RO?^A$'_I2.)_Z0Q'/^M+B?_N2DOI[@F M,]K<)C?*YRQ/O?(R8Z_H.76AW4*$EM13D(_-8I]*QWM"BAL-Z{(^_@*U086Q*

*M=KN+M':YDK5QN9]V<++FCM6VYJ[9JN+2X:[*VN&ZLMKANK+:X;]RVN&ZLMKAN MK+:X;]RVN&ZLMKANK+:X;]RVN/^C$'_IR()_Z4O&_^5)R+TPB$FW=@=),OG*

M(SR|\BI3K_,R9]'G.W:5WD:#C=96C8?09):$RW&S)#@_.XPX5OO(8+:_^(D.A_RU5 MEO0Y9(SL16^$Y5%Y?N!<@'G<9X9TV6Z<-9TCFS3>9%ITG^39]*$E63/BI=B*

MSH^88,V5F5_-G)I>S:;7(1CW'V&8=N"B%;A2E=V8R+ M6]B2C%G7F(U8UIZ-5]:ECE;5K(Y6U:R.5M6LCE;5K(Y6*

MU:R.5M6LCO^O#0#_MPX#SIP%GEA'E8Y(E[5N._M?%7BDWU4XIA^4N&>?E'AI7]1X:5_4>&E?U'AI7]1X:5_4>&E?U'AI7]1X:5_ M4>&E?_&T"_#-P 8 OO])2W/_4E%L_M_E=79?

M=6V'Y8UY>]VA@6_5M8ECTU9+_7]?2?V6C\B%E'-M^XU:1ON36T7ZF%Q%^IA<1?]87$7ZF%Q%^IA<1?]87$7ZF%Q%^IA<1?]87+V] M-P"'MS0$ GM\ 9+_#0B'_QD2?

O\I&W7_-2-L_SPJ9/|#+UI_2C18_U W5/|6 M.E' 6SO_V ^2_]D0$K_;$%(_VQ"1O|P0T7_=1_WA%0O0]1D'_@4= _X9W/ M/_^,23W_D4HI]_Y%/?^12CW_D4HI]_Y%*/?*

^12CW_D4HI]_Y%/?^12J[% ">MUP C_4 8;_#P1_QL+0O^!9E#_?VY<^7QW9O-Z@&_N=XAWZG6/?>=RE8+D M<)]%XVZ>B.%LHHO@:Z>-WVFKCMYHKY#=9[21W6:ZD=QEP9+*

<90O^!9E#_?VY<^7QW9O-Z@&_N=XAWZG6/?>=RE8+D<)]% MXVZ>B.%LHHO@:Z>-WVFKCMYHKY#=9[21W6:ZD=QEP9+<90O^!9E#_?VY<^7QW9O-Z@&_N=XAWZG6/?>=RE8+D<)]%XVZ> MB.%LHHO@:Z>-WVFKCMYHKY#=9[21W6:ZD=QEP9+<9H9YZ'>-?^5UDX7B[E=IFPY;.9LR6TVC/ELQISY7:(-L^6R&K/MELAJSY;(-L^6R&K/ELAJSY;

*(-L^6R&K/EO^%$@'_AR(&_X]X-R:?& ?'/K?85[YWJ,@N-WDH?@=+)>,WG*]H=Q:O"$>G3J@(-]Y7V*A.)ZD(K>=I:/W'2:DMIQH)78:Z68 MUFVKFM5KL)O5:K>]HMO:N^'>'?IA(%^Y(*

*{AN|\CX5=>921VG::E=ASGYG5<*6;U&ZJ MGM-ML9_2:|B@TFO"HAP&|'H;MOQZ&X<,>AN'#'H;APQZ&X<,>A MN'#'H;APQZ&X<,>AN'#'H?*

^($0'_BB$&_XLU%/^)1?7_C5$U_Y)80 _^27E'^ MD&5>]H\!++=7;HAWZ XX2&B-Y_C8_;>Y.4V'B9F=5UGIS3 M]|%/H:^Z,<'|HBWN XH>#B=V#BI'9?I&7U7|?G--

*WG:#0=*2CSW&|ILIYOLZ?-_M;KVHQW#"]+YQP:FXM=,*GK73"IZUT MPJ>M=,*GK73"I_^*$0'_C"$&_XTT%/^+1B;_DTXT_Y930O^76%#^EEY>]I1D M:NZ2;';GCW:!X8R*

BMR'B)+8@H^9TWV5GI\YG/,=..GS'*KJLMPM*O(<+^L MOW.^K+=TOJVR=,ZLKG,_K*IVOZNH=\"JJ"? JJAWP*JH=|"JJ"? JJAWP*JH M=|"JJ"? JO^+$0'_C2*

&_XXT%/^-12;_EDTS_YE00?^:54__FEI=|YA@:>^5 M:'7HDG" X8|[BMR+A)/6AHR:TH"3H;ZMHWF^K:-YOJVC>;ZMHWF^K:-YOJVC>;ZM MHWF^K?^+$'_CB

*&_X\T%/^/1"7_F$HS_YM-0/^=44[_G5=;`)Q<;/":8W3H MEVI_XI-UBMR(@)/6BHF;T820H\U^F*G)>:*NQW6WL<1TNK.W+KFSKWBYLZIY MNK.F>KJRHWN[L:|JO+"??*

+VNGWR]KI]\O:Z??+VNGWR]KI]\O:Z??+VNGWR] MKO^,$'_CR & Y T%/^20R7_FD@R_YU/_^?3DW_H%-:^:!89O&?7W+]G&5] MXYAOB-R3>1+6CX2;T(B-*

H\N!EJO'>Z&QQ7:PM;HWM|:O>;>VJ'JXMJ-\N+3_ MXQ_B24-#7U!23T9)3$4 !0F@?+FSGGVZLIQ^N[&;?KRPFWZ\L)M^O+";?KRP MFWZ\L)M^O+";?KRPFWZ\L/^-$'_CR

& Y$T%/^40R3_FT8Q_Z(/O^B2TO_MI%|8^J159/.D6G#KHF%Y)IA=Z:/.XH7YWMIU^N+6;?IFTF?<ZLYB NK*7@+NQEX*|ML9> N[&7@+NQEX*|L?^-$

'_D" &_Y$T%/^70B3_G4,P_Z)%/?^E2$G_[$Q5 M_*E18?6J5VSNJ5UWYZAC@>&D;8O6GGF6RY6#HL"+C]VV@Y]VKGZJNZ1\L[R> M?

*K6ZFH"WMYB!N+66@:FTE8*ZLY2"NK*3@KNQDX*[L9."N[&3@KNQDX*[L9." MN[&3@KNQDX*[L?^,$'_D2 & Y(T%/^902/_GT$O_Z1"._^H14?_K$E3_]Y. M7O6P4VCLLEIRY+-*

*A>]NO;H3,IG;4P)Q^HK22B*ZIBI2WH(6DO9F"L;Z5@[2[MDX2VN)*$N+:1A+FTD(2YL]Y$NK*0A+]RD(2ZLI*$NK*0A+]RD(2ZLI*$NK*0 MA+]RD(2ZLO^/#P'_DB*

& Y.T%/^:/R+_H3\N_Z=_.O^L0D7_L$90^;-+6O"W M4F/HNUEKWIUDDI"WE(V?OHZ+L;^,B;.\C(FU MN8RC(M|;.B+BUC(>YM(R'NK,.A[JRC(>ZLHR'NK,A[JRC(>ZLHR'NK*,A[JR*

MC(>ZLO^/#P'_DA\&_Y0T%/^R_45SD MQEIAV,5B;\F\;8&|LG"2K;IWH"A@*V3FXNWB9;;O8.5K[^$D;.\AHZUN8>-*

*MMK>'C+>VB(NXM8F*N;/2>)BKJRB8JZLHF*NK*)BKJRB8JZLHF*NK*)BKJRB8JZ MLO^0#P'_DQ\& Y4T%/^>.R#_I3DK_ZPZ-?^S/3_[ND)\'\<%(3NC)45+?T5M9 MS\U@;*

*<'"9X"RN6V0I+%TGY>J?:N*I(BU?Z"7NWB?K+Y\FK,|?Y6TNH&2MKB# MD+>WA(^XM82-N;.%C;JRA8VZLH6-NK*%C;JRA8VZLH6-NK*%C;JRA8VZLO^1 M#@'_E!\&_Y8S%?*

^@.!__]#8[_[X,O^X.COVP#|!L,I'1>/65$76V5=8Q|!> M.IC(9'ZJP6N.G+IRG(ZT>JB KH6R=JN4N&^KJ;IRI.6Z=YVUN7]9MK=]EK>Y M?I.YM'^1NK D+NQ@)"!L8"0N|& D+NQ@)"*

/L8"0N|& D+NQ@)"!L?^2#@<'_ME1&_YWMG.AN+5VG+FT>}?2)ZE MLW$IN6(RE;RP>Y6\L'N5O+!|E;RP>Y6\L'N5O+!|E;RP>Y6\L/^3#@'_EA\ M_YDS%/^E.!S_KS C-:O^?

#&,BWCU#LLUN! .LOE2$S X4Y^H:IEOK:O9K2[L6NKN[%NI;NQ<.\"\L':.= MO:]TFKVN=>]]KG2:O:YTFKVN=>]]KG2:O:YTFKVN=>]]KO^4#@'_F!X%_YTQ M$O^1++1G_M"H>]

*<([(N31+2'5X#,LR>@\/[]H0U&QY4EAL.)/<)???5GV*VF"(M@--KDGC-=Y!PR(*A;L6.I6;#FZAEPZRG8<*]JF.XOZMFL+^L:;]_K&REOZMM MHL"];;+]FVBP*IMHL"];;+*

*]FVBP*IMHL"];;+]O^5#0#_FAX%_Z(L$/^M M*!7[NR,8Z,T@#)1W(Z# QO.\Y1++#L0%6CZD9DE^A-<8OC57V!W&&&>=5L MCG+1=Y5LS8&:9\]+GF3(EJ!AR*.A8,BSH5W*PZ-?*

OL2E8;,#162PPZ5EK,.E M9:S#166LPZ5EK,.E9:S#!?^7#0#_G!X%_Z8F#^T(_O MQSV97,VIFEO.N9E95N,F>7KC)

MGEZXR9Y>N,F>7KC)GEZXR9Y>N,F>7KC)GO^.:# #_GQT%_ZP"/B^$PC8U@L$ MR.@5$[KT(B>N^BTYHOHV2L;Z/UB+]4AC@NY2;7KH7'5RY&1[.>!M@&C==85D MVGZ(8-

B&BUW6CXU:U9B/6-2BD%?4KI%6U+R05M3-D%;-T9)7R-&35\C1DU?(-MT9-7R-&35\C1DU?(T9-7R-&35\C1D_^<"P#_HQT$_[42]3)"@+(V@L&N?06 M%ZS_(RJA_RX[E?

\X28O_0E6'^$O?>O)69W/N7FUKZF1R9N=L=V+D=']?XGO] M7.&#?UK?BX)7WI.#5=V:6=U#FGGA.Y;=Y3>6O>DWDNWI,Y,5Z3.3%>DSDQ7I,Y,5Z

M3.3%>DSDQ7LY.5Z3.3%>O^D!P#8N 0 Q.0& +?3!P&\]PT+GO\:&I(_)RB) M_S.U@/_/WG_2D=P_U%,.?l74V+]75=>^V1;6OEI7E?W<&!4]G9B4O1\9%#S

M@V5.\HIG3/&1:$OPF&E*\)]J2>^G:TCOL&Q'IK=L1^ZW;$?NMVQ'IK=L1^ZW M,$?NMVQ'IK=L1^ZW;-VO #%O 0 MA>#&[_)A)E_R\97?!W'E?_

M/R)2_T8F3?]_*$K_4B8M& U@M1/]=+D+_82]_V8Q/@K\CS_<#,Z_W4T.?]Z M-3?_@#8V_X8W-?^,./_E#@S_Y@\Y,_^8.3/_F#DS_Y@Y M,_^8.:?# "7U B.0

(#_"@%R_PX"9_\3!5__'0E7_R8-4?\O$4S_Q5'M_SX70_]%&4#_2QL]_U =._]5'CG_61\W_UXA-?]B(C3_9R,R_VPD.?]R\)2___M=R8N_WTG+?

*^$*"O_BRDK_Y$I*_^1*2O_D2DK_Y$I*_^1*2O_D2DK_Y$I*_^1 M*?]V%0+_M7?M7KMX[%W#>>Q>M]>X7G88.-YU6#C>=5@XWG58.-YU6#C>=5@XWG58.-YU6#C>?]V*

M%0+_M7?M7KMX[%W#>>Q>M]>X7G88.-YU6#C>=5@XWG58.-YU6#C>=5@XWG58.-YU6#C>?]V%0+_M=@M@M7OK?]QZE[$?>I=S7WG7=E]X5_>_M?=I@X'S18N%ISV+A?

*<]BX7W/8N%]SV+A?<]BX7W/8N%]SV+A??]W%0+_=\$ M_W4Q#?]S0AK_=TTG_WM6-/]\7T#_>F=+_W=O5?YS>E[Z<8-E]FZ;,_-KDW#P M:9ES|F>?=^QEI7GK9*I[ZF*O?*

>EAM7|H8+U_Z%_%@:A>T(B7]J_VV'>@-)B MWX#+8]^!RF3?@DPG_W]5-/^_74#_?F5,_WIN5OYV=U_Y=(%F]7";?%MD7+N:YAV*

M|&F>>>9MCI'SI9:E^ZS&,O:=BMH+F8;V#YF#'A.5?TX3=8=]$TV|=@\QDW(3&_M9=R$Q67!X#_WDP#?]X01K_M@4DG_X92,_^(6D#_AV),_X-I5_Q^<6'W>WMI\G>%<>Y5C??

*K<)1\Z&V;@.9J MHH/D:*B&XV:OB.)DMXKA8\&+X6+.B]ADUHO-9M:+QF?6C,!HUHR[:=:,NFG6 MC+IHUHRZ:=:,NFG6C+IHUHRZ:=:,NFG6C/|[$P'_>1T#_WHP#?]\QK_A4@F*

M_XI0,_^.6$#_BUI,_XAG5_R$;F'Y?WA]\?N"OC-]EN{>9,2/VV32C\YGTX,&;-.0OVK3D+IKTY"U;-.0M&S3C[1L

*MTX^T;-,/M&S3C[1LTX^T;-,/M&S3C_]\$P'_>AT#_WLP#?]_/AK_B48F_X]-M.O^15C__D%U+_XYD5OR):V'YA'-K\']^<^Q[AWKH=[\"\Y'*7AN%NGXK?;Z>-.MW6BPD-*

*OFNY+,9QP#_WPO#?^#/!G-C44[_Y-.,?^5 M4S[_E%E*_Y)@5?V/:&#MVBG|\]{1Y=.M_@WSF>HR#WXG6J:OGHW=,;>1VVFQ ME-EGOY;49\Z7QVO-F+ULS9BV;LV8L&_-*

*F*QPSI>I<7OE@X2$X'R/C-QVFI/8;Z;9TFNUG=LN;G7;+FIUVRV]==LN:G7;+FIUV MRY]==LN:G7;+FO^ $0'_?AL#_X O#?^,.!C_ET_B_YQ$+?^?23G_H$Y$_Z!5*

*M3_R>6UKUG&)E[I=J;^B1='GABG^#V8.*C,|[E97(=:"D M6%?OHU]AYZ!F.^";<775DWR!RXJ%C<.'CY.[>YJ>M7:GI+!TN*>H=L*GH7C#*

*MHUYQ*6;>L6CF'Q&HH9[OZ^4>\F>E'(S)G9I\RV9V4?,F=*ME'SG?^!$0'_@!L#_X(N#O^1 M4DG_X92,_^(6D#_AV),_X-I5_Q^<6'W>WMI\G>%<>Y5C??*

*K<)1\Z&V;@.9J MHH/D:*B&XV:OB.)DMXKA8\&+X6+.B]ADUHO-9M:+QF?6C,!HUHR[:=:,NFG6C+IHUHRZ:=:,NFG6C/|[$P'_>1T#_WHP#?]\QK_A4@F*

M_XI0,_^.6$#_BUI,_XAG5_R$;F'Y?WA]\?N"OC-]EN{>9,2/VV32C\YGTX,&;-.0OVK3D+IKTY"U;-.0M&S3C[1L

*MTX^T;-,/M&S3C_]\$P'_>AT#_WLP#?]_/AK_B48F_X]-M.O^15C__D%U+_XYD5OR):V'YA'-K\']^<^Q[AWKH=[\"\Y'*7AN%NGXK?;Z>-.MW6BPD-*

*OFNY+,9QP#_WPO#?^#/!G-C44[_Y-.,?^5 M4S[_E%E*_Y)@5?V/:&#MVBG|\]{1Y=.M_@WSF>HR#WXG6J:OGHW=,;>1VVFQ ME-EGOY;49\Z7QVO-F+UL59BV;LV8L&_-*

*F*QPSI>I<7OE@X2$X'R/C-QVFI/8;Z;9TFNUG=LN;G7;+FIUVRV]==LN:G7;+FIUV MRY]==LN:G7;+FO^ $0'_?AL#_X O#?^,.!C_ET_B_YQ$+?^?23G_H$Y$_Z!5*

*M3_R>6UKUG&)E[I=J;^B1='GABG^#V8.*C,|[E97(=:"D M6%?OHU]AYZ!F.^";<775DWR!RXJ%C<.'CY.[>YJ>M7:GI+!TN*>H=L*GH7C#*

*MHUYQ*6;>L6CF'Q&HH9[OZ^4>\F>E'(S)G9I\RV9V4?,F=*ME'SG?^!$0'_@!L#_X(N#O^1 M4DG_X92,_^(6D#_AV),_X-I5_Q^<6'W>WMI\G>%<>Y5C??*

*K<)1\Z&V;@.9J MHH/D:*B&XV:OB.)DMXKA8\&+X6+.B]ADUHO-9M:+QF?6C,!HUHR[:=:,NFG6 MC+IHUHRZ:=:,NFG6C/|[$P'_>1T#_WHP#?]\QK_A4@F*

M_XI0,_^.6$#_BUI,_XAG5_R$;F'Y?WA]\?N"OC-]EN{>9,2/VV32C\YGTX,&;-.0OVK3D+IKTY"U;-.0M&S3C[1L

*MTX^T;-,/M&S3C_]\$P'_>AT#_WLP#?]_/AK_B48F_X]-M.O^15C__D%U+_XYD5OR):V'YA'-K\']^<^Q[AWKH=[\"\Y'*7AN%NGXK?;Z>-.MW6BPD-*

*OFNY+,9QP#_WPO#?^#/!G-C44[_Y-.,?^5 M4S[_E%E*_Y)@5?V/:&#MVBG|\]{1Y=.M_@WSF>HR#WXG6J:OGHW=,;>1VVFQ ME-EGOY;49\Z7QVO-F+UL59BV;LV8L&_-*

*F*QPSI>I<7OE@X2$X'R/C-QVFI/8;Z;9TFNUG=LN;G7;+FIUVRV]==LN:G7;+FIUV MRY]==LN:G7;+FO^ $0'_?AL#_X O#?^,.!C_ET_B_YQ$+?^?23G_H$Y$_Z!5*

*M3_R>6UKUG&)E[I=J;^B1='GABG^#V8.*C,|[E97(=:"D M6%?OHU]AYZ!F.^";<775DWR!RXJ%C<.'CY.[>YJ>M7:GI+!TN*>H=L*GH7C#*

*MHUYQ*6;>L6CF'Q&HH9[OZ^4>\F>E'(S)G9I\RV9V4?,F=*ME'SG?^!$0'_@!L#_X(N#O^1 M4DG_X92,_^(6D#_AV),_X-I5_Q^<6'W>WMI\G>%<>Y5C??*

*K<)1\Z&V;@.9J MHH/D:*B&XV:OB.)DMXKA8\&+X6+.B]ADUHO-9M:+QF?6C,!HUHR[:=:,NFG6C

1;_GCH>_Z0^*/^H0C+_K$<[]J]-1.VQ5$WELUM5_MW++!E8 K:N3@+^KD8'!J8^!PJ>. M@<.EC8'%HXV!QJ,@;CXVADXJ9IXR'J:N(A[^LB(? JHB&PJB(A<.F MB(7%1(B$QJ* (A,B@B(3(GXB$R)^(A,B?B(3(GXB$R)^(A,B?B(3(G_^#$'_M@AH#_X@K#/^9,A3_HC<;_ZDY)/^O/2SWM4(SL;M).>7"4CI;PEA,S+I@7[^R M9V^SJVV^J*-*

VBYV2EXF@B9*6IX*/I;M^C[JL@(W]H&+PJB"BL.F@XG% MI(.(QJ*$A\B@A(?(GX2'R)^$A\B?A(?(GX2'R)^$A\B?A(?(G_^$$'_@QH# M_XLJ#/^<,1+_130;_ZPV(?ZS.BCSNT MZ<-(,>'+43?2QU9+Q7;$WH%3Q-Z!4\3>@%N2I?F8HJTF+>K=Y7!J7]PI=\C\,E?8W%HWZ, MQ!%_BLB??XK(GW^*R)[.BX?K(GW^*R)[.BZ%XG('_^%$'_A!H#_XXH M"_^?,1'_IS(7_[S'?FY-B+NPCTFYLU')MO33#7+S%1)OL5<6[&^8VRDN&IZ MF+)QAXRL>9.![(*<=Z2/HW"BGZ=LHK2H;I_"IW*9PZ9UE<2D=Y+&HGB0QZ%ZMCLB?>H])GGJ.R9YZCLF>>H])GGJ.R9YZCLF>>H])GO^&$'_A1D#_Y$F"O^A M+P__]RX5_[4O&?2_,ASIRSHV#<0T^%!'LG?23"\VE%$K]-85]'-7V:4R&5TB,1L@'S M=(IQO7^3_5NB M8/M;J6+Z6:]D>5BU9?E7O&?X5L5HU7;/54X&GP5>9IZ5?]..9)6&C:6NUI MTUN:=-;fG36^YITUON:=-;fG36^YITUON:=-;fG36^YITUON

=_U&B7?}0HEW_4)=_U"B7?}0HEW_4/|/'@+_5QL"_V(7_?]L&0+_=" "'M_WDG_]^,@?Y@#P\7|&%>I[4!WD=ULFW7-F+M5M<#?0:7H^RV6$1,=BCDG$ M8)=-P%Z@4+U=JE.{6[95N%O%5K5;WU:R7/-7K%W15Z9>_5:A8/Y5GF#_5)QA M_U:.8?]3FF'_4YIA_U.:8?]3FF'_4_]0'0+_6AD!_V45 ?]P%P'_>|T!_W\D M OV$+@7SAC@*ZH9"$>.$2QG;?U) M*@/MC30'Y(T]#=R+2!;1A50CR7]>+L)Z;#B\=7% MW%Z1{)NA$VN:XU2JFB6 M5]=FH%FC9:MF&;X791G^5R2;/M:D&C\68YH_5>.,:/U6 MCFC|5HYH_5.,:/U6CFC|5O|2'`-7OD'_VP1 ?]X$P'_@1VY!KW=W2*IT?TZE<(A3H6Z25YUK MG%N9:]=>EFFU8)1HR&&2:>9@CVKW7ZXUK%^V+:_EN@8M 0_]OS2*)Y?$ZE==H54F7..6)5OF%R1 M;Z1@C6ZQ8HMMPV.);N)BAV_V889O]U^%;_E=A&_Z6X-O^UF#;_Q8@V_\6(-0 M_%B#;_Q8@V_\6/]6& `_9!$!_W(. /]^$ # B!$]9$4 .B8&0##=GB !T9XQ M!|>:0!. ^E4P@M!]6+*Z+8#>GAFA H8)P2)Q^>4Z6>X)4DGB+68UVE5V)=*!A MA7.N8X)ROV2 <]YD@'3U8G]T!F'|_<_A>?G/Y7'YR^EI^ M/A*Y4F)4>L)14*ZF073;BBV8_FX=N1Y6$=DZ0@'4TWZ(689]DEV!>9YA?7BK M9'IXO&5Y>-EE>'GT8GEX]F!Y=_A>>7;Y7'EU^EIY=?M:>77]6O[:%0'_:0X _W@, /^$# #OD L W9H* -FB"P#0IA@ QJ4L!;VB/!'"T MGD@=]YE2*:.56S2_=>>'KY7'1Y^EMU>?M:=7G]6G5Y^UIU>?M:=7G[M6O]=$P'_; T _WL+ /:("0#F.@^NHD8; MIIY0*)Z:63.6EF$\CY-I1(F/<4R#C7E2?8]#5WB(C5QSAIE@X2F8VR$MV1] MA,]D:H3P8FR"]F!M@/=>;W_Y7&]^EMP?/M:<'S[6G!\^UIP?/M:<'S[6O]? M$0' ,PH _WX(.., P#6EP4SZ ' ,JH" #$KA, NZTG [*K-PVIIT09H*1. M)IB@5S&1G%\ZBIEG0X.6;T!]DW=0=Y& 5G*/BEIMC99>:(NC866+M&-CB\QC M8XON866)]U]GAOA>:83Y7&]^^EIK@? M:,X'[6FN!^UIK@?M::K'[6O]B$ #_M<@< ^((# -N/ #@#F@4 R:,& ,.L!@"]LA M-(D JRP-0NCK4(7FZI,(Y^F M52Z*HUTX@Z!E0'V=:,$=:'VFW1- <)EI4VN6B%AFE91<8I2A7U^3LF!=D\E@79/M M7UZ0^%YAC/E<8XKZ6V2'^UIEAOM998;I666&^UEEAOM998;I6?]F#0#_=P. MXX< -.3 0#*G@0 PJ<$ +NO! "UM@T KK; M^EM:E?I:7)'[65Z._%A?C?Q77XW\5U^-_%=?C?Q77XW\5_]J"@#_? W(P M ,V8 ##HP, NJH" +.S 0"LO H IKT= 9Z\+P:6NCP1C;A"(6U4"=]LUDP M=K%@-&^O:#IK7!%8ZMY2EZJA$]:]9]25;B>55*GKU=1]J,974*]?]5V]E_%=3 MG_U7559K]5E>6_E98E?Y56)?^55B5_E58E?Y56?>75?]O! #F@@ TI$,:= M "H@&$ L]X *]W 0"BP@4 G,08)7#*@2-PCD-A M,FBY9CABMVUX^7;9X0UBU@=D=4M(]+4+2=3DVSKE!+M,502[/]4$]Q_U%_]_]2 M3]7_4E"A_U)1GO]149[_45&>_U%1GO]149[_4?]V #=B0 RI< +ZB "S MJ@ J;,*"\ @"8Q@8 D,$- '3A'0%NX2L#;,. W"&'@0@YPU!E?L/PM2[$@/3>Q1$TKM6A9&[6,90^UM M'$##M>]X][H4A.NZ3(SCOHR0V\+8F-?"2)C3O\R8TI/\F,NQ_*#+G_RLSY/\L M,^3_+#/D_RPSY/\L_7,&< "PI@ HZX):X ")PP ?_ \3'0 _$@_I_M_Q,_ \3'0 _$Z:I "0LP BK\ 'O* !NU0 8-\ %3G !,_P0 2?\. M $/@_ ___QT!.O\E C,_+ (Z_S,#+,_\Z RO_000H_T@$)?]/\2+,_5P4@_V & M'?]L!QK_>0<8_XH(%O^;"\!7_K0D4_|,)$__C"1/_^ D3__|*$___"A/__PH3 M__|*$___"A/__PH3 M__|*$___"H+O0 ?,@ &W4 !?X 4>8 $?U !!_P /!\) #?_M$ R_Q4!+O\= 2K_(P$F_RD!(O\O A__-0(<_5L"&?]" Q; 20,3_U$#$?]: M P_9@0- W0$" ^%! K_E@4)_Z@%"/^Y!0?_T 4' ^,%! __C!0?_XP4' ^,% M!__C!8VZ !QP ;=, %_@ !0YP 0NT #K_U_P + _\" "K "@ F M_P\ (O\4 !!_&@$;_@\!%O\C 1/ * $0-RT!#O\S 0$,O(*_T$"_]) @/_M4P(__UX" /_@ #_? . _XT# /^= P# K . ,]4# /^U P# M0.]4# /^U M _\Y)P+ ,_S(" S4T _\X-@/ .#L$_S9#!?\S3@?'_,5L)_R]H#?\M=A'_*X04 M_RF1%O\IFQC_**09_RBM&O\HM1O_)]X<_R?(?/\GU!W_)^0=_R?O'O\G^1[_M0_|>_R?'_'O\G_QW^*/\=_RO_'O\M_Q_\+_\? _" '_PO_Q_\+_\?_" '_\Z M)P+ .-#$"_S@Q_\|-/_,SD$_S!!?\W2P?_-5@*_S-E#O\Q_RO$'|KT!__*N$@_RKM(/]JR# *O\@ M_RO_(/\K_Q__+/\?_R__(? PQ_R+W,_\B|S/_(QPZ_RGF/|\YCS_*N8_RKF/|\YCS_*O\]0+_/2H"_T.H M O]*0/_22T$_THV!?]*00?_24T_T=:,$?]%9Q_0_600 !"?\^C"#_/94B M_SR>)/\ /|IB;_.ZXG_5JW*\/ZP2C_.LTI_SKA*?XZ[BG[.ODI]SO_*?8Z_ROP M.\MZ#W_+N$__RL;0?\NVT'_+MM!_R[;0?\NVT'_+O(^)0+_028"_T@D O[_M)0+_3RD#_U(S!?]1/@?_44D_T]6$O],8A?_2F\<_T=[(/]%AB/_0Y$E_T*: M)_]!HBG_0:HJ_4"R*_Q O"S[/\@M^*#_,+?1 ZRWP0/A&Z#'E1O8RXD7_-=]$_S;31_\WRDC_M,,1*_SB_2_\WOTQ_-_]!(P'_21\!_U$< ?]7' +_7",".M_Y L_]@-@;_8$$+_UY-$?U;6!CX6&0=]%5P(_%3?"?N4(8KZT^0+NE-F3#G M3*$RY4RJ,.^-+M#3B2\ UX$O/-=M+YC;52O0XT4K_1Y*_SS$3/\IO4W_/+A/_M_SRT3_\fM$__.]1/_SNT3_\|M$_ _]"(@-'3!P!_U48 ?]<&0' 8R "_V8H M _]H-(2,;#T)^F9$/1C4Q?N8%\=ZEUK(^9:=BCB5X$MWU6+,-Q3E#/499TV M=]'F.-- /KSK03[L[SD]/,M/X3W'3_(^PT__0,!/_T&W4?]!L5+_0*U3_T"[M5/_JE3_/ZI4_S^]5/_JE3_/_]&'P' 4:D!_UD5 ?]B%P'_:!T!_VPD O|O M+@/Y;S@\]6Y$#NMK3A7E:%LB3N]7) (^NEN:0;=9 MI$2U6*Y&LE>[1[!7S4BM6.A(JECZ2:=9_TBA6O](G5O_1YM<_T:97/]%F5S_M19E<_T697/]%F5S_1?]+&@'_5Q,!_V$0 /]K$@# _),-M:"R^:G$SNF= [,+9D@SYR8H0(KV"51;Q>GT>1 M7:E*IERV2Z1_TR87_]*E6# _29-@_TB10/\'D6#_1Y%@ M_T>18/]'D6# _1_]_&'_6A$!_V0. /]0$ #_=A, _'T7 .:\"@'DA"<"VX0T M!=":!0P_(?$\]9P7A. {{MS9"RU<&*TSL6QV.]UF]?S^!9XA#!66111Z)CFTJ?8]5- MG&&Q3YE@P5"78-Q0E6'S3Y-B_TZ08_].CF3_2XQD_T]+9/\(BV3_2(MD_TB+ MV9/(BV3_2/]0%@'_7!__V@-./\R#@#_>A]H$2 .F&%P#>BB !THHP!,F& M0 [!@DT9NGU7{(1Y82RN=6HTJ7)R.J1O>T"@;(1$G6]-2)EHETR59Z%/DF:M M49!EO5*.9=13C&;P48MG_U"(9_].AVC_3(9H_TN%9_])A6?_285G_TF%9_]) MA6? _2?]2% ' ?PX _VL+ /]U# #Y?@'\(4. ._+$ #6CQH S(XN!,. +/0V[MATH8M(-(5'[U^7BNG>V$"9$7"NA@&0SG'QM.I=Y=A"2=WU%CG6&2HIRD$Z6<9M1@F^GJ5[0ME5] M;\M6?&_K5'QP_U\)V__3GMOG TU[;0]+V[_2WMN_TM(;0]+>V[_2_]7 M$0#_8PH _W^ '/!\0#W6D5'ATLU9Y=,A6 M=73H575U_5-U=/]1=7/_3W9R_TUVY91='JB5'%YL59O> <56;GKF M56YZ_%-O>?]1<'?_3W%V_TUQ=?],<77_3'%U_TQQ=?],<77_3/];#@#_:00 M]G< -V" #0BP, R9,% ,29!@"^GA M\D]Z=- BFFD$3GY9,'9B352>1 MD%XOBXUE-X6*;3V B'5#*>X5^2:\#@4VM_KE5H?\)69W_C56B M^E-I?O!1:GS_3VM[_TU1>=?],,'G_3&QY_TQL>?],,'G_3/]>#_# ,_$ YGH M -:& #+CP(O)<$ +Z=! "XH@X L:,A :FB,@>AGS\1F9Q*&Y*94R6+EEPM MA9-C-7^1:SMZCG-!=8Q\1G'"*A4MKB)%/9X>=4F2&K%1BAK]588;A5&&&^5)C MA/]098'_3V9__TUG?O],9W[_3&=^_TQG?O],9W[_3/]A"@#_;P X'X_-") M #&DP$ OYL# +BA @"Q]@L]]@> :.G+P6;I3T/E*)(&8R?42*%G%DK?YIA M,GF8:3ETE7$_;Y-Y1&]2@TAED(Y,88^;3UZ.]E);CKU26H[>4EN-'^%!;)?+W.@ M9C5MGFX[>QW0&..@452?E8Q)6YB93%>7]$Y5E[M/5)?<3E26]DY5E/I-6)#__M3%F-_TM;BO]*6XK_2EN*_TL;BOI*6XK_2O\H #E>0 T8< _62 "!G MI.(:*FI "AL0(FI.5)6S* *.LC8)AK!"$G^N3!MXK%0C?P RHT +Z8 "SH]]< M *&N "7M@ D;H0 (RZ(P&%N3(&?K@^#G>V21=QM5(>;[-.)66R8BM@L6HP M6[!S-5>O?3E3KHD]3ZV60$RMI4)*K;E#2. [80DBK]4-']OJ$2;7_1$N@_T1- MG/]$39S_1$V< _T1-G/]$39S_1.IU #2A@ PY, +>= "LI HJL)BS M ".NP$ A<$, (''"0![PBT#=<$Z"6_ 11%IOT88[Y7'EZ]7R-9O&@H5;MQ M+5&[>S!-NHZI3E%NK@Z1+K7.4.X]3M"MO\]0K/_/D2N_SY%]?\^ M1:G_/D6[_SY%]?\^1:G_/N:!] #)C0 NYH *ZB "CJ0 F+$ (ZY "$ MP0(>B9'R(8I1,B4+$+(I"Y R+@O\G7+S_'}3]Q/S.\/ -3R^_S8IN\W/:C_M-SVX_S<]N\W/:C_-I&& # E0 L\ *6G ",-KP CK< (,_ !XQP, M;L\ &77#0!CV!T 8-@M EO8.@17V$8)4]A0#4_B6SQ@\VU(51]=L&$3T=QM! MUX0>/MB3(#S8HR$[V:,%C7GG\!+,_("WB_R M MXO\@+>+,_(+J: "JHP G:L)"T "#O0 =\8 &O/ !?U@ 5-X$ %'P M$!-\!L 2O F 4,0,)"\CH#/O)#!#OS2P4X\U0'-O1=*#/T: DP]70++O6! M#"SVD0XJ]](*/>W$"?XUA$G]OO1)O/_$2;Q_Q$E\!?\3)?"_$?7Q_Q,E\!?\3 M)?"_$ZVA "@]0 DK, (2\ !VQ@ :<\ %W8 !1WP 2>X$ $;\#@!" M_1<-/OXA #O^*@$W_S,"-/\Z C# 0@,M_THH*,]3\"C_7 4E_V8%(Q5)B# _M@PF $_M']$- QZI#O[*=1_QWH$?\=\A' :?P1_O[_$?\> M_Q# 'O\0_Q _$?\]?_O+_(? \3 R+_$ \B_O/_(O\3 R+_$ |O*P' +C "_S(O M O\S,0+ ,C8# R\^ _\K207_*58& R=C\ \E<0C_)'X+_R.*#/\CE0[(IX/ M_R*F$/\BK1'_(K41_R*]$O\BQQ+_(M03_R+E$_\B\!/_(OH3_R+_$ \C_Q+_ M(_\2_R/_%/\D_Q7^)O\6_"?_%OPG_Q;\) \6_"?_%O\P*@'_,2T"_S4K O\W M+0+_-C(#_S0Z _\R107_+U&_RU@\!_L;0K_*GH_ RF$#O\HD1#_*)H1_RBB M$0\GJ/A_)]$4_R>Y%/AGPQ7_)\\5_R?A%)%!H_Q7_*A6 M R?_%_PI_QCV*_\9]"S_&?0L !Q*0'_-"D!_SDH O\[*@+_ M/"X"_SHV _\Y0@7 -T\&_S5<"/\S:0O _78._S""$/\OC1+_+I84_RZ>%?\M MIA;_+:T6_RVU%_\MOAC_+HR_QWJ,O\=ZC+_ "?\S*0'_,"8!_STD ?])0+_02D"_M_T(S _]:/@7_/TH&_SU7"?\[9 S _7 /_S=]$O\VB!3_-9$6_S6:%_\THAG_M-*D9_S.Q&O\SNAO_;4;_3/3&_HSYAOW-/,;\S7^&_$T_QWP, \?[C/_(..AAWCC_(?\U)P'_/2(!_T(@ ?]&('_2"4"_THO M _]).@3_1T8&_T52"]#7PW_06L1_S]W%A]@A?^/(P9_#R5&OLG1SY.Z4= M^#M!O8ZMA[U.L ?\SK.'_ZXQ_K._$?Z#K(>8Z_R/D.O\EX3K_)=@_R;0 M/?\FS3[_)LT^_R;-/O\FS3[_)O\Y) '_01X[_T<;_?]+&P'_3R(!_U$K O\1 M-@3_3T$&_TQ-"?]+6@!\2682^$=R%O5%?1GS0X<;\4*1'>]"T1_M0:$@[$&I M(>1 LB+H0+PBYT#*(^1!WR/@0>\DW$#\))]A _RG4/_\JST#_*L=" _RK"0_\J MP$/_*L!#_RK 0_\JP$/_*O\\(_'_11H!_TL7 ?]1%P'_5A\!_U@G O]8,0/_M55P%_%5("2925 [R4&$3[DYM%^L,>!OG2H(>Y4E,(,)(E2+@1YTDWD>E)=Q& MKB;:1;DGV$7&*-1%W"G/1NX]RT7[+ ?MF)P'R9C$#ZF4]_M!N-C2@O<6*8$=!:,1 ,5W&L5@:"#!7G(FO5Q[*KI:A"ZW6(PQM%>5-+%5GC:O5*@XK52S M.J]3PCNH4]H[I53P/*)5_SRA5?\[G5;_.H7_SF75_\XEU?_-Y=7_S>75_\W MEU?_-_])% # 4PX_UP, /]E#0# .;P\ ^F\3 .QR&0#B="!,!V',R \YQ0@G' M;4\2P6I.&KMG9"&W9&TGLV)V+"]??S"L7H1L SWDN L=W/@F_=$L1 MN7!6&K-M8"&O:FDH]F=R+;=E>C*C8X.VH&&,.9U@E3R:7I_EUV]095=N$*3 M7_$&.7_] BU__/HI? _SV(7_\!B%__.XA?_SN(7_\!B%__._]. M$0# _6 H _V.'_/IL!@#G4@1LG93 M&:QR72&G;V8HHVUN+IJ=S.,:\W$.(:Y5ED3Z18YM!CF*G0XQAM$6)8<=% MB&+E189P^D.&8_]"A&/ 0(-C_SZ"8_\|@F/_/OC_SR"8_|\@F/_/I0#PF_ M6P<_V8# .QO @#<=@, U'P' -& *0#*@A0 PH,H KJ!.0>S?D80K'M1&:9W M6B&A=&,HG')K+IAOC1(1FL4:!9L-'?V;A M1W]G^$5^:/|#?FC_07UG_S]\9_\^?&?_/?QG_SU\9_\]?&?_/?]2#@#_70, M_6D .%R #6>@(SG\% ,]#" #%AA(O(6 GEG=I+9)T<#.,&O=2'4L M]D9X;/|$=VS_0G=K_T!W:O_=VK_/G=]_SYW:O\^=VK_/O]4# #_7P \FP M -UV #0?0(R8,$,2'!@"_BA MXPC ;"*- 6IB$$.HH5,%YR!51^6?UXF MD7QF+8QY;C* {=W8WA'5 ,X!TB#\]$>1G5PK$AS;[U)<7#92?7P]$=Q MD3P+F(C(%)&,41R+B5HDAH=B*H&% M:3!\@G$\>(%Z.G1_@SYP?8Y";R:16EH!T=F>KA(9'O02&1!\$=E>_]$9GK_ M0V=X_T%H=O\,:'-/VAV_S]H=O\,:'-/_]:! #W:0 W78 ,V ##B MNXX +23 0"MEPD IY@:.*'8+ ,9ECH*DI!%$HR23QG\CU\|_8WK_/\-Z_S]C>O\ 8WK_/_]> #I:0 UGD ,B$ "^C MI, M *Z7 "FFP0 H)T7)]=*0*3G#<(C)I#$(:831B EE4?>I1=)G6292QPD&PQ M;(YU-F>-?CICBXD^7XJ505R)HT1:B;1%6(G+15B(]418B/]#68;_05N#_T!= M@?\^78# /EV _SY=@^78# /O]B #D<0 SWX ,.("YD0 L)< *>; M ">H0 F*.3),C)0&-HC0&A]% #8"?2A5YG5,<=)M:(V^98BAJF&HN9I9R M,F&5?+8"==E(8Z69*3/E;2H4!3D;)+4I+)0E*1ZT%2D/] 4H_/U6+_SY6B\]-M5X?_/5>'_SU7A_\]5X?_/?EG #===@ R8, +V- "SE0 J9L *"@ "6 MIP CZD/ (NJ(0&%]3 $'Z@\"GBG1O)SI5 8;,-8'FBB8'1DH6 M>3)7G80V4YR1.5"3 "LF@ HI\)FE ".JP MA; + (&Q&P'\L2L"=[X!W&O0PUKKDT49]U5&6&L71Y=]V4C6:IN)U6I=RM1 MJ((O3:>/,DJGGC5(IZ\1Z?&-D:FZ39%I/XW1:/_-T:@_S=(G/W29K_-TF: M_S=)FO\W29K_-^)T #*@P O(\ +"8 "EG@ FZ0)"K "%L0 >K@$ M '-Y% !RN24!,,DS!&BX/PACN$D.7K=2$UJV6AA6MF(<4K5K(ST=21+M(G M2+,.*D6SGQ0"LZXM0(,0+/D&SZ2U LXO/Z_,3ZM_S) J/\R0:;_D&F_S)! MIO\R0:;_M5\ #"B@ M98 *B= "=HP DJH (>Q +\MP <+X# &C" M#@(!FPQT 8\M 5[#.01:PT0(5L).#*"5Q!/P5\42|%I%TC![_RDXN/\]+;_*SBV_RLXMO\K M.+;_*\F% "YDP K)P *"B "4]@ B+$ 'RX !QO@ 9L4# %O+" !? MS1, 5LXC %/,,@%0SCX#3<](!4G/4@A&SUL+0\)E#D#/;Q ^SWL3,\~)%3G/MF12P,]WE4$.M]?!CC?:0D7 M #O](P YZBX -NLX 33K0=$Q[$L"+^U5 RWM7P,]IFL$*.YX!2;0B 8E!YH' M(_"N!R+OR S_!R'K_P@@Z_*'^K_"Q_] PL?ZO\+'^K_"ZB?"-%M4A K_+8T;_RR6#?\LG0W_++*4._2RL#_PL MM _[++T/^2S)$/8LW1#S+>P/[RWX#^TM_Q+K+/\4ZBS_%>DL_Q;E+?\6X"[_M%N N_Q;@+O\GX"[_%O\R(P' .:T!_SP;_?\^&P' 0"(!_T$K ?] -@+_ /D(# M_SQ/!?\Y7 ;_.&@(_39S" LU?@SX-8@.)S21#_4TF1#S-* 1\C.H$O SL!+O M,[D3[C/%$^LTUQ/G-.H2XS3W%.$T_Q?>,_\9W#/,&MLS_QK4-/\:SC7_&LXU M_QK.-?\:SC7_&O\VP'_/!D!_T$6 /]$%@#_1QX!_TDG ?] (,@+_1CT+ ?\] M\:?1"5@?Q0O\)C[N#.\]>0 M/(,0ZCR,$N@[E/G.YP4Y3ND%>,ZK7@JK.K86 MX#O"%M\ITA;,,_^@7U#KV&M Z_QS-.O)>RSK_\HZ_Q_$,_\]?_ OI M/|\>P#$_'O\Y&P' 0!4 _T41 /!*$P#_3AD_U B ?]0+ !3C<"]DM#!/|) M4 ?K2%?*YT9I#>-%=!#@<1'X3W4,"%M"D!?809@8U4"@&=-_1IO10+(0>QD#T(,)_R*_0\CO4#_(IM_R.V0? \CLT+_(K-"_R*S0O\B MLT+_(O\|%P#_1!$_TH. /]0$ #_5!4 _U8=-/U6)@'S53$!ZU,] ^522P;? M4%@*VDYC#M1,;A/02G@6S4F!&:'\1&HR"'1]PBP$6W(|Y% MQ22]1=PDN$;P);5& &>R1O\GL$;)ZY& R>]1\FITC_)=(.R;G2/\FITC_M)O] % # 2 X_TX+ /]5#@# 61$ _UQ6 /1=!*P#]?"H!XELW MI:1@725U, + MS%5>$,A3:!7$47(9P5! [!+Y/A!^\38PBN4V5)+=,G2:U2ZY6&T:ME9V[!-5?B*P4X!@#O8@< YV4* .1F#@#69QD S6@M0< <5G/06_94IH+NG-5$K1@ M7Q>P7FDB2F68(IH%B+*Z%6E"V? 59TOG%6H,914M#.85,4SEE3A M-)-5]C.25?\]RD5;_,8]6_S"-5O\NC%?_ +8Q7_RV.5_\MC%?_ +?])#@#_404 M_UH! .YB #?9P, V&H& -5K"@#-;14 O6XI ;YM.02W:T<+L6A2$:QF7!BH M9&4=I&>M(@%%=2>:7GXIFUV+9A68WHJDV*#+1\@C&=-7Y4TBZ@-H=>K3B%?;PY(@UW4.8)>\#B! M7_\V@%_M_-(!?_S- 7_\]O%_M_-(!?_S- 7_\]O%_M_S)9?:'\R67W_,N]@ #,;@ QWH +N# "RBP])^)^3 "4E@ C9D. M (F:'@"$FBX"?IDZ!WF710UTEDX3;Y56&&J37AUFDF4A8I%M)EZ/=BI;CH$M M5XV-,%2,FC-1C*HU3XR]-4^,WC5/B_IE #2*

*_M+$Z6F"Y+E]@P2I:\,4F6W#!)E/8P29/ ,$F2_S!*D\O2XW_+TN-_R]+C?\O M2XW_+^)K #*>0 O(4 +&/ "FE FYD)&= "&H@ >]8# ':G$P!S MJ"0 ;]@R VJH//09EIT<+:8:90#UVE6!19I& 85:-H"%*C<1!.HGPC2Z&O)DBA MEBA%H*8J1*&Z*T.AVBI#G_4K0IW_*T*<_RQ"F_\L1)?_*T27_RM$E_\K1)?_ M*]=R ##@ MHP *J4 "?F0 E)X (FC !^J<*X &JP#@!HL1T M9;$L 6&Q. -=L$,&6;!,"E6O5 Y2KUT13]FY6%4NN;QA(K7D;1:V&'D*LE2 _MK*4BJ]VY(SVMV"(IJ_4C/*G_)3NG_R8[IO\F.Z3_)CND_R8[I/\F.Z3_)LQZ M "[B KI(**9 "7G@ C*0 ("[!UKP :,0 %Z'@;!,+ D;LD M %[.0%3NST#4+M'!4V[4 =*NED*1[HB#42Z;!!!NG<3/KF$%3RYDOZUADWN/0:-:,_ 'JE7_OXSL_\?,!+_(#.R_R SLO\@,!+_(,&# "T MD0 H@)N> "/I0 @JL ':Q !KM@ 7[P %3! P!,Q0T 2\49 $G& M*.!(QC4 1<= 4/'2@= QU,$/L===!CO'9P@YQW,*-\> ##3'D TROZ$.,+(&NY !@OP 5., $K(@! S0< .M(. #G2&P X MTR@ -],U #;40 TU4L!,]55 3'68 (OUFP#+==Z!"O8BP4]V)T%*-FQ!B?: MS08GU^\&)M3_"272_PLDT?\,(]# _#2/0 PTCTA-(]# _#:Z6 "@G0 E*0 M (:L !YM ;+L &#" !4Q@ 2,L #]0 UU00 +=T* "5A$P KXA\ M*>,] "CD-0 GY#\ )N5* "3F50 CYF$\(>=N 2+@G?(>Z) "">FD AOIO (.MZN("&N;\ AGE_P.9Y!A$&./_!:.= "6I B*P '!UO M !LO0 7!0 %/*.!;= .#+: JWP)>X) "/P$0 A\1D ',$B M !WR*P ,\S0 &?0^ !?T2 5]5($_9? !+Y;@$1]X !$/B4 0_Y]@$. ^<8! M#OGM 0WV_P$-]/\!#?/_ 0WS_P$-(_\!#?/_ 9FC "+K ?+4 &V^ !? MQ@ 4LT $72 YV +]X ";B ?Z@ '/L& !G_#@ 7_Q, %/\: !+_ M(0 0 R@ #O\]P W_0 + _T, "?]. ; _7 $ VP O^ ' _E@ _ZT / _* M # _ _\ /_ #_ _P _ \ /_ (VK !]M0 ;K\ &#(!2T M0]< #?= KX@ (N8 !GJ 5^0 $0\ !# " . PX #/\1 G_%@ & M_QP _]B # _*@ _S, /\] # _20 _ Y4 /^L _MQP _-@ / _Z # _-@ H / Z (U !POP 8$ M "GR?>Z@ %>X !#X _P " \ C _$ P8 /* # _#@ _Q$ M /\5 # &_P _R, /\K # _-@ _T, /!3 # _M_Q0 _H /\ 1 # _I@ M L@ / _/ # _SP _\|/_/^<+P' _("P!_R$L ?\>+@'_&C,!_Q0\ ?\/ M1@'_#50" _PMA O\),P+_ "7L" _PF& O\)D + _"9D" _PF@ O\)IP+_ ":T" _PFT M O\)O '_"<4!_PG1 O\)XP+_ ">\" _PGY ?*_P' _"O\!_PK_ O*_P+_ "O\" M_PO__\+_P/_ \#_PO__\?+0'(RD!_R0I ?\B*P' _"C !_Q@X ?\40P' _M$5 " _Q!> O\..P+_#G<"_PZ# O\.C0+_#I4"_PZ= O\.I +_#JH"_PZQ O\. MN0+_#L$" _P[- O\.WP+_#NP"_P[X O\._P+_#O\" P_ _\/_P/_#.5_Q#_ M!/\0_P3_$/\$_Q#_!/\C*@'_)B8! R@E ?\G)P'_(RL!_QXS ?\;0 '_&4T" M_Q9: O\49P+_$W,"_Q-^ O\3B0/_$Y$#_Q.9 _\3H +_$Z<#_Q.N _\3M0/_M5[X#_Q/) _\3V@/_%.D# _A3V _L4 P/Y%?\#^ 17 _\/@5 P7X%?\&^\?7 !O\G)@' _*B(! RP@ /\K(@' _*"8!_R*

*X<_PGN M'\)AS_"?\[(@' +AT _S< /\P" #_,"(_S L?\N-P' _*R0" RA1 O\F M70/_)&D# R-U!\C?P3^(X@$ 2.1\?!LCF 7Z(Z %^'.G!0@?S+(,&\2R,!N\LE ?M+)P(["RC"_HL]PCI++, {YRR^"!>8L MS GB+>(@WBWQ"MLL_@S6+?\.U"S_#](L_Q#1+/\0SRS_$,XM_Q#.+?\0SBW_M$/\R&0#_-Q0 _SH1 /\!$@#_/QD _T B /\^+0'_/#D! ^CI% O0X4@/P-UX$ MM[#9]!>DU= _;F-7X(Y#2'". (TD G@-)@*WC2?"MPSIPO;,[_V#.[#-4SR0W2 M--\-SC3P#\HT_1+'-/\3Q33 %,,T Q7#_ \5P#3 %,\T Q2 -/\4OS3 %/\V M%0# _Q _SX- /]##P# 1A0 _T8< /[&)@#V1#(!|T(>E 3 /D/UD$WSD M!ML];PC8/'D*U#R"#-$[BPW/.Y,/S3]:$,LZHA')_JL2R#]U$!8ZPA/$.M44 MP#OK%;PZ^Q>Y.O\8MSK_&;8Z_QFU.O\8LCQ_&+$[_QBQ._]8L3Q_&/\Y$@#_ M/PT*

(9$;_!V1&_P9D1?\&9$7_!N@[#01@ OTT +-1 M "E40 FDX))+ "-1P AT@+ (-%@!_2R0 ?4PQ 'I-/ !W344!=4U- M G--50)Q35P#;TUC!&U,:P5K3',':4M]"&9+B0ED2Y8*8DND"V%+M O?2\H, M7DOJ"UY+_@I>2_\)7DK_"%Y*_P=>2O\'7DK_!^_ #+20 O%$ +!5 "A M5 EE((U0 "'3 @4T('U/$P!Z4"$ =U$N `12.0!R4D(;:U)+ 6U2 M4@)K45D#:5%A!&=1. 9E4'$'8U! [*&%0A@I?3Y,+74^A#%M/L@U93\<-64_H M#%A/_0M83_\)64__"%E._P=93O\'64[_!]H# #'30 N%0 *Q9 "=5P MD54 (A4 "!4 >U($ '=3$0!T5!X <54K &]6-@!L5D !:E9(6A64)F M5E<#9%9>]6)59@5@56\'55X"%M4A I95)$+5U3 L4\4-4U/F\#9-3 M_M34 \)5%+_ "9!12_P4A400 "M (17 !|5 =E0# "%7#P!N61L ;%HH &E:,P!G6ST!95M% 6-;30)A6E4# M7U1#%!8K@U/6,,-3ECD#$Y8^PM/ M5_\)3U?_"$]6_PA05O\'4%; -!]-* # 5 LEP *-> "570 B5P 'I; M !V60 <%H &M<#0!H71@ 9EXD &1?, !B7SH 8%]# 5Y?2P)<7?U("6E]: M UA?80557FH&4UYT!U%=?PE/78T*35V<"TM=K Q*7<$,25WC#$E<^@1)6 \) M2EO "$I: PA*6O\'2EK_!\Y. "\6 KF)!A "18 A5\ 'M? !P M70 ;E\ &5A"@!B8A0 8&,A %YD+0!<9## < 6F1 5AD2 %69% "5&17 U!D M7P100%<3F-Q!DO2O%A8HL)1V*:"D9BJ@M$8K\+1&+A"T1A^0!&A)\1&#_ M"$5?_P=%7_\15__!&A2 "X7 JV0)MD ",8P @&, '9C !J8@ M8V0 %|F!@+;,9Q$ 66@= %=I*0!6:C, 5&H\ %)J10%0:DP!3FI4 DQJ7 -* M:F4$2&EO!49I>@=$:8@(0FB8"4!HJ0H_;+T*/FC>'3YG!PD^90\(/V7_!S]E M_P<_9/\'/V3_!\-7 "S80 !VD)9H "'9P >V< '%G !E: 7&H M %AL 0!4;@X 4F\8 %!O) !.<"X 37 X $MQ00!*<4D!2'%1 49Q60)$<&(# M0G!L!$!P> 4^<(8&/&^5!SIOI@@X; ![L(.&;!SAN]@$0 07A- 3]X50$]>%X".WAH M CEX=_W>(($-7B3!3-WI 4R=[D%,7C7!3%V]04Q=/\%,7/_!3%R_P4R_\#*7O_M [%] "E= E78 (5U !X=0 ;74 &%W !7>@ 3'X $.! [A0 M-8@) #*)$0 QB1L ,(DE "^*+P NBC@ +8M! "R+2@ JBU0 *8M? "B+;P F MBWH!)(N+ 2.+G@*BBL!(8S. 2&*\0$@B\"(G, 'JMR M "A? CWL (!Z !S>@ 9GP %M_ !0@@ 1H8 #R* TC0 +)$ M "-3# DE!, (Y0< "*5)@ AE2\ O4X !^60@ >EDP !998 !R69 :EW0 M&9>&\ !B7F0 7EZX %9?) !:5[@ 6D_\!%J+_ 1:1_P$6D/\!%I+_ :5["9 M@P B8$ 'N !L@@ 7X0 %2(!)BP /Y #64 MEP)9H !V> M 0 6H P %*$2 !2A&P 3H24 $]$N !&B. 1HD, $*)/ ^B7 .HVL #:-] M VCD@ ,HZ< "J+ NBY@ ,H/X #9__ V>_P -G?\ #9W_)Z$ "2B0 M@X@ '.(!EBP 6(X $R2 !!EP -YL "Z> DH@ '*4 !6H / MJP0 "JX, >M$@ &K1L !:TD 2N+@ "KCD ;Y% "N4 M KIT #ZT "NU0 K?0 *W_"L_P] \ *O_):+ "_D >Y M &N2 !=E@ 4)H $2? YHP +Z< "6K P MO)$ +RI "\Q O.L +O^ "[_P N_\ +O _)"2 "#F L@ 3[H $#! QQ0 (LD M !;. -T@ !-@ #= X0 .0 #H ZP .T #O \0 M /, #V ^ , /H+ #]$0 _QL /\! # ,P _T\ /]F # ?P M_YD /^O # _PP _]8 /_6 /\$' #_ !D _P 9 /\ ' #_ "(_P K /\ M. # _$8 _P!3 /\ 7@#_ &D_P!R /\ >@#_ ((_P") /\ CP#_)4 _P"; M /\ H0#_ *@ _P"O /\ N0#_ ,4 _P#9 /X [#] /L ^P#_ /L _P#[/\ M^>@#_ /0 _P#P /\ \ #_ /\' & #_ 14 _P 4 /\ %@# _!$ _P F /\ - #_ M $(_P!_\ /\ 6@#_ &0 _P!M /\ =0#_ 'T _P"$ /\ B@#) _ "6 /H MG0#Y *_ ^ "K /< M #U +\ ] + #. /, Y@#Q /8 \ #_ :\ _P#O /\ [@#_ M .X _P#J /\ Z@#_ /\+% #_!A$ _P 0 /\ $ #_ !8 _P B /\ +@#_ #P M_P!) /\ 5 #^ %\ ^P!H /D < #W '@ !0!_ /, A0#R (L \ "2 .\ F #M M)\ ["F .H KG@#H +D YP#' .4 W@#C /X@#^ . _P#@ /\ X0# _.$ M_P#A /\ X0# _/\-$ #_ "0T _P$, /\ # #_ !(_P < /\ * #\ #8 ^0!# M /8 3@#R %D [P!B .P :P#] ' (Z !Y .8 @ #D (8 X@", ,$ DP#?) H MW0"A -L]@#8 +0 U0# -(TP#0 .H S@#Z .T _P#- /\ 0$# _P _P#. M /\ S #_ /\0# #_ # < _P_"/\ " _!$ _J D M2 #E %, X0! < -X 90#; &D !P!S -0 >@#@2 (T ", X C@#. ,4 0#@ "U +\ Q "[, (RP# .4 Q@#U +T _P"\ /\ O #_ +P _P"\ /\ MO #_ /\1!0#_#@ _PH /\(0#_! H ^ 0 .D &@#C "@ W@ U -D 00#3 M $P SP!6 ,L 7P#) &8 Q@!N , 0 = #" 'L P0"" +\ B0"]) O "8 +H MH0'X *L M@"W +0 QP"R . L0'R *\" P"N _\ K03_ *T$_P"M/\ K03_ M /\4 # _$ _P\ /(- #]"@ Z0,) -T $@#4 !\ S0$M ,@",@#$ T4 MP -0 +T$60"!6$ N05H +<&;P"U!G8 M =[+(A "Q"(P KPB5 *T)G@"K M":@]@ $Q*0Q"F"!\ ] WT *(, P"@#\ GP[_)\ P"?#0\ GP[_ /\7 M # _$P !QQ@ . 09 #;%@ TA "_!)"P#("!08 P0HD +P,,@"W#3X M Y) M +$.4P"O$%L K1!C *L0:@"!$?$]!%X *81@ "E$8@ HQ*1 *$2FP"@$Z8 MGA.S)P3PP";%-X EQ;T)46 _P"4% \ DQ?_)(7 _P"2%O\ DA;_ /\: #T M'0 Y2, -4E #*) PAT +X6! "[$! M!,= *\5*P"K%C@ IQA# *49 M30"B&58 H!I=)X;90"=&VP FQOS)H<>P"!8'(, EQV-)4=EP"3'}(DAZO M) >OP"/]@ C"#Q 8D@_P$((/\!AR#_ 8<@_P$&(/\!AB#_ ?H> #K)@ MVBT ,HP "^+ @ M2@ + B "N&PP]!T7 *,?)@"?(3, G" (^)DC2 "7 M)%$ E219),E8 "2)6< D"9N (XF=@"-)G\ BR:(8HGDP&()YX!AB>K 80G MNP&#*-$!@"CN 7XI_P%]*?\!?"C_ 7PH_P%*/\!?"C_ ?4D #C+@ SS4 M ,$X "T-@ JS$ *4I "B)@8 $B83)DH(0"5*BX DBLY (\L1 "-+4P MBWD4 (DN7 "'!+F, ABY] 80N<@&"+GH!@2^$?\OCP)!+YH">R^G GHOMP)X M+\P"=C#] G4P_@)S,/\"#66 G8UBP-T-9<#CQ- '@\ M50%W%/%P!=3QC 7,\;@)Q/",*<#Q\ VX]AP-L.Y0$;CNA!&@[L05G;4%93SE M!60\^@1D/!\#8SO_V.[_P-C._\"8SO_ N4U #-/P O48 *Y' "?10 ME4, (Y ")/ A#P* (!% !]/B(>C\N 'A . !U04(1HX%7$6$8" '1'$!P2!L ;DDG &M*,@!J2SP :M &9+3 %D2U,!8DM: M F!+8@)?2VH#74MT!%M*?
P592HP%5TJ;!E5*[@=42KT4TKP1.4X@%3%.7!DM3IP=)4!H'2%/5!TA2\P9(4O\%2%' !$E1 M_P1)4/\#25#_ \!("Y4@ JE<)A6 "*50 ?U0 '93 !L40 9U, M &)4" !:5A(75<> %M7*0!96#_ 6%@!\ %991 !564P!4UE3 5%96P)/6&0"M35AM TM8>):6(8%1U>5!D57!O09$5[@&0UC2!D-7!@9#5O\%0U7_!15_P1 M5/\#1%3 _\9. "U5@ I5H)19 "&6 >U@ -%7 !F5@ 85@ %U9 M! !96A 5UL; %5<)@!373 4ETY %%>00!/7DD 35Y1 4Q>6 %*7F$"2%UK M T9==@-$78,$0EV2!4!=HP8_7;8&/EW0!CU<\04^6_\$/EK_!#Y:_P,^6?\# M/UG_ \%0 "Q6@ HT5)!< ""6P =E0A 5U; !A6P 6UT %%> !2 M8 T 4&$? $YB(@!-8BP 3&_U $IC(@!)8T8 1V-. $9C5(@%9&8UX!0F-H D!C M!P _G@E # %Y!+@ P>3< +WD_ "YZ2 L>E('\E4 "5) "IZ: H>G8)G]' M 25ZF0$C>JP!(GK% 2)YZ0$B=_\!(G;_ 2)U_P(B=^!(W3_ JQH "=;@ MBFT 'ML !O; 96P %IN !0<0 174 #UX V? +G\" "F!#0 G M@A0)H(> "6")P D@B\ (X,X "*#0@ A@TL ((16 !^$8@ >A'$ '(2" !N$ ME0 :A*D &(3! !B#Y@ 8@?T &8#_ 1E_ P$9?0\!&7[_ ;9P "5

*0 /WT #>! OA)X@ ""'+!0 ;C0X M&HT5 !F-'@ 8CB< %XXP !:..0 5CD, %(]/ !./6P 2CVH $8][!"/CP / MCZ0 #H^[V/X .C?H #XQ_!"$ P 0B?\ $(G_*%Z "_>0 ?G< ')W M !D> 6'L $U^ !"@@ .88 "^* GC@ ()$!B5 2F 4 #IH. M V:% ,FAT "YHF N:, *FCL "9I& B:4P &FV$!9IR 2:A@ "FIL M)JQ &9SP "F? IC_ 27_P %EO\ !9;_)F! "'?P >GX &M^ != M@0 4(4 $6) !C0 ,9("B6 ?F0 &)T !&@ ,HP(!J4* &E M$ 118 *8?" !F* IC(*<["G2@ IU@ *=H "G? IY$ *;H M "FPP I>D *7\ "E_P I/\3 _)& ' "A@ 1 #']0 MQ(\< ,?I #' @ Q \,?_ (.7 !OF@ 89X %*C !%]0 .*X "RS M @MP %KH Z] &P_,, #' R0 ,H #, S0, ,X) M #0@@ TA, -0; #8)0 VS(-U" #=5 WFD -Z! #>G W!4 M -_9 #?!P W !- _ '>? !#U@ 6:T $]S !N +;L !^_ 4 MP@ #,8 /) S - #5 V0 -H #< W@ . #B M!0 Y L .<0 #]& !20 / R #Q1 \E@ /-O #TB@]*0 /2_ M #TWP]/, /3T &]H !;KP 3+< #V] MP0 \!8 !/* +S@ M -(#7 W . #E YP .D #K]0 .\ #Q M\P /8' #Y#@ _!8 /\B # ,_P _T< /]= # _=@ _Y$ /^1 # _MO@ _]@ /, /\ & # _!8 _P 5 /\ & # _!X _P G /\ -@# _$, _P!/ M /\ 6@#_ &0 _P!M /\ =0# _'T _P"$ /\ B@#) _P"6 /\ G #_ *_ M _P"K /\ M #^ +\ _0#/ !L P7#@ /D _P#Y /\ ]0# _.X _P#I M /\ YP# _/\ % #_ !$ _P 1 /\ $@# _!< _P C /\ ,0# _#X _P!* /\ M5@# _& _P!H /\ < #_ '@ _0!^ /P A0#Z (L ^0"1 /@ F #W)X]0"F M /0 K@#R +D \0# ',\ X #N /([#_ .P _P#L /\ ZP# _:4 _P#@ /\ MW@# _/\#$ #_ X _P - /\ #0# _!, _P > /\ *P# _#@ _P!% /X 4 #[M %H ^ !C /4 ;P#S '(\0!Y ;\ ?P#N (8 [", .H D@#I)D YP"@ .8 M]0#D +, X0# . TP#> .L W #[-L _P#- /\ 9@# _-D _P#4 /\ T@# _M /\'#0# _\ _P 8 /L]0)#X # (]0 _/ (2@#M %0 MZ@!= . <90#D $P X@!S , > (W "_& -H C0#7)0 U ":, -(1 #/ M *T S0"Y ,L R0#) .0 R #V ,8 _P#% /\ Q@# _,< _P#' /\ QP# _/* M!@# _0 _P /\ ! # _L] 2 .\ 'P#] "P Y0 X .(0P#= $X V0!7 M .0 7P#1 &< <S@!M ,P = #* 'H R ",8 AP#% (X PP"6 ,$ G@"_ *@ MO0"S +H P@"Y -L MP#P +4 _P"V /\ M0# _+4 _P"U /\ M0# _/\, # _M! _P /X #V , Z - . %P#9 "0 T0 Q .T / #* $< Q@!1 ,, M60# & Q@!G +P ;@"Z '0 N0!I +< @@"U (D LP"1 +(F@"P *0 K@"0 M *3>P D0]*] #K *< ^P"F /\ I@# _*4 _P"E /\ I0# _/\ - #[!P M] D .ID #B! V@ ' _\ $0#(!P P@ I +X -0"[$ MP! * +0 4P"R M %L L !B *X : "L &\ ]P!U *D ?0"H (0 I@"- *0 E@"C * H0"K)\! MN0"= \P G 3H)H& ^0"9! _\ F C _)< (P"7"/\ EPC _/\0 #W$ Z!0 M P$A +(#+(0"N!3H JP9$ *@(30"F"%4 MI E< *(*8P"@"TH GPMQ)T+> "<"IX F@R))D,DP"7#)X E0VJ)0-N "2 M#

,P"%'G< @Q^ ((?BP" 'Y< ?B"C 'T@L@!(,4 >2'D M '2=\ '@HAP!V*), ="B@ 7(HKP%Q*<$!;RG@ 6TI M]P%L*?\!:RG_ 6LI_P%K*/\!:RC_ >@H #0,@ P#@ *XW "A-0 F#(M)(M ".*0 BR<, (BU* '@N40!W+E@ M=2Y@ ',O9P!R+V\ <"]Y 6\)O@P%M+Y !:R^= 6DOK %H,+X!9S#; 64P]0%D M,/\!8S# _6,O P%C+_ \!8R_ >(N #*, NCT *@\ ":,@ D3< (HS M "&, @RX) !\O$P!/,\ >#(K '8S-0!T,SX S0$ "XH"7#N7 EL[IP)9.[@#6#O_XQ_B24-#7U!23T9) M3$4 !@G2 U<[\0)6. !"5CQ_E8Z_P%6.0\!5CG_ =0W # 00 KT0)\# M "00@ A4 'X^ !Y.P #=H '$Z#@!M/!@ :STD &D^+P!G/S@ 93] M &1 2 !B0$\ 84!7 %] 7@%=0&8!7$!O 5I >@)80(<"5D"5 E1 1 -30+8# M4D#/ U% [P-00/\"4# _ E __P)1/O\!43[_<\["]10]D<)E& "+ M10 @40 'F" !T/@ ,S\ &M # !G014 94(A &-#*P!A0S4 7T0^ %Y$ M10!=14T 6T54 %E%7 %8160!5D5M 51%>)2184"4423 T!$HP--1;0#3$7, M TM%0-+1/\"2T3_ DM#_P),00\"3$+_ LH_ "Y2 !DH)5) "'2 M?4< '5% !N0@ :4, &5$"0!B11, 7T8> %U'* !<2#(6D@[%E)0P!7 M24H 5DE2 %1)60%326$!44EK 4])=@)-28("2TF1 T])H0-(2;,#1TG* T9) M[-&2/\"1DC_ D=' P)'10\"1T;_L9# "U_ "3 HDP)%,"$2P >4H M '\) !11@ 9$<5 &%])@)<3 54TX %--0 !234@ M44Y/ $\,5P!.3E\!3Y$1 4I. M3@ 6%$ %12 !4PP 3E04 $Q5'P!+5BD 258R $A6.@!'5T(1E=* $17 M4@!#5UH 05=D 4!7;@$^5WL"/%>+ CI7FP(X5ZT"-U?$ C=7YP(W5OT"-U7__M C=4 P(W4_\"%/_ KI/ "15@ E54 (54 !X5 ;50 &14 !85 M4E8 $Y7 !*60D 1UH1 $9;&P!$6R4 0ULN $)<-@!!7#X /UQ& #Y=3P] M75< .UUA #I=; $X77D!-EV(31=F0(S7;L",5W" C%7 BUP 'M; !O6P 95L %Q< !17@ 26 $-B M \90 ,&<* #5H$@ T:!L ,VDD #)1+0 Q:34 +VH] "Q1@ M:D\ +&I9 M "MK90 I:W(*&N" "9KDP D;Z< (VN] ")]X C:?D!(V?_2 -F P$C90\!\ M)&7_ ,0@ "88 A6 '9?" !8P 1&8 #UH V M:P_,&X$ "QP@ =$)D \@* / J0#N +, J0#! .L U@#] ,X Z0# ^ .< _P#G /\ M-T _P#5 /\ T0# _/\ #0# _H _P (/\ "0# _!_P ; /\ * #_ #4 M_P! /H 2P#V %4 \P!> /$ 9@#N &T [!T .L > @#I (YP"& .8 C0#D M), X@"; . HP#> *T W "Y -H R@#7 .8 U #X -(_P#2 /\ T@# _,X M P#) /\ Q@# _/\ " # _ _P /\ P# _T _ 6 /< (@#5 "X [P Z M .P 10#H $\ Y !8 .$ 8 #> &< VP!M -D = #5 'H TP" -$ AP#/ (X MS0"5 ,L G@#) *< QP"S ,4 P@## -P P0#Q +\ _P" _/\ O@# _+X _P"] M /\ NP# _/\ # _ _P /\ #V @ [@ 1 .< &P#A "< W0 S -D M/@#3 $D SP!2 ,L 60#(&& Q@!G ,0 ;0#" ' P !Z +\ @ "] (@ NP"0 M +D F "X *(M0"M + , NP"Q ,X L #] *\ _ "M /\ K0# _*X _P"/\ M /\ @# _/\ " # _ 0 /(#H W@ , - %0#, "$ R L ,0 . #! M $(O0! + +H 4P"X %H M@!A +0 9P"R &T L !T *\ >@"M ((K `"* *H MDP"H) T I@"H *0 M0"B ,8 H0#C)\ ]@"> /\ G@# _)X _P"> /\ G@# _M /\& #[!@4 .($ #5 RP & , #P"] !D N E +0 .0"Q #L MK@!% *P 30"I %4 IP!, *4 8@"D & H@!N *$ =0"2 'P G@"%)P C@": M)@ F "D)8 L "5 ,$ DP#<) (\@"1 /\ D # _) _P"/\ CP# _/T* M #P#@ X1 $,X0 #"#0 NP< + < "@"Q !(K > *@ *0"E #0 H@ ^ M)\ 1P"= $\ FP!6)D!7 "7 6, E@)I)0"< "3 W@ D0.) $B@".!)4 MC 6A (H%LR@ 1 :^5 "$)P @O_ (_+ P"#\ P TAP _ : 'S%&K!(*@- 'F!PT H@46)T'(@"9"2X E@HX)0+ M00"2$#H D Q1 (X-6 ",#5X BPUE (D-; "(#G0 A@Y] (4.AP"##I, @0^? M (0K0!^$+X ?1#; 'H1] !X$O\ =Q+_ '<2 P!W$0\ =Q+_ ,\7 #;(0 MQB0 +0C "H(H!P)L7 "9$00 F X0),0&P"/$2< C(!R (D3/ "' M$T0 A11, (,44P"!%5H @!5@ 'X6. !]%F\ >Q9X 'D7@P!X%X\ =AB< '08 MJ@!S&;L * EB0) @ "-' C!<, (@8%@"$&B(@1LM 'X<-P!\'4 M>AU('D>3P!W'E4 =A]< '0?8P!S'VL <2!T ' @? P!N(8L ;"&8 &LAIP!H M(K@ -,"+/ &8B[@!E(\ 9"/_ &0B_P!D(0\ 9"' _ F #(+P M#$ *,P M "6+@ C2L (",L '4D,P!S)3P <25# M ' F2P!N)E(;2=9 &LG8 !]V@ :2AQ &P!E*(@ 9"F5 &(H !@*;4 M7RG+ %X]f !<*0\ 7"G_%PI_P!<*?\ 7"C_ -@L ##-0 K34)TF "0 M,P AC$ (M_!*P >2@## '8G$!R*1H <"HE &TK+P!K+##@ :BQ &@M M1P!G+4X 92Y5 &0N70!C+F4 82]N %O> !>+X0 7"^2 %HOH0%9+[(!6##(M 58PZ0%5,/X!52__ %4O_P!5+O\ 52[_ - Q "[.@ J#D)5H M '0W !O-0 ;#, &@T"@!E-1, 8C8> & W* !>-S$ 73@Z %LX00!:,4@ M63E0 % "U7D0 K5Z, *E?U@ 15O4 *57_ "I4_P$]4_\!*E+_ M ;!1 "840 A5$ '90 !J4 8% %A1 :,&@ !U, $%5 !6 M.%D* #5;$0 T6AH ,ULB #\);*P Q6S, +UP["Y<0P M7$P +%Q6 "M=8 I M76T *%\U! "9=C@ D7:$ (UVU ")=T@ B7/, (EQ_ "-:_P C6?\ )%C_ *A5 M "25 @%0 '%4 !F5 7%0 %15 !*5@ 0U@ #Q; V70 ,& % M "UA#@ K814 *F(= "EB)0 H8BX)\V_ "9C/@ E8T< (V-1 ")D7 A9&D M*V1Y !YDB@ <9)X &V2S !EDS@ :8 $ &V' !M@_P <8/\ "%__ *%9 "_M6 >U@ &U8 !B6 65@ %!9 !'6P /EX #=@ Q8P *F8 "1I M"0 A:A (&H7 !J[>:R@ '6LP !QK.0 ;;T(&FQ, !EL6 7;&4 %FQT M !1LA@ 3;)H $FRO !%LR@ 1 :^5 "$M> !"80 .60 #)Q K:@)&T !Y0 P 7 M0 M2%XC "^C ! 'WW !\ ]_P >]\O (EG !X9P :V8 &%F M !49P 26D #]M U<0 +'4 "1Y =? %H !"# ,A@(!HD* M &)#P B10 (H, "*(P BRP (LW "+0P BU (M? "+<0 BX8 M (N< "*LP B=, (CS "(P A] (?_ ()M !S; ;&P %IM !, M;P 0G, #AW N>P]8 !V$ 5B $(P N/ $D@)0& "5 M# E1)85 "7' F"0)@N "9.0 F4<)E6 "9; F7T)F4 M "8JP E\@);N "6_P E?\ )7_ 'MT !O

@ M.W\ #"$ FB '8T !22 .E@ "9D &< H *$ "B!@ MH@P *00 "E% I1P *P 67X $N" ^AP ,HT M ">2 =EP %)P Z@ 'I *@ "K K@ *\ "P L00 M +,* "T#@ M1, +8; "X) NC$ +I "Z4@ NV4 +M] "ZEP MNK$ +K2 "Z\P N?\ +G_ &^* !?A@ 48L $.0 VEP *IT !^B M 5IP #;P 6P M + < "[O@ +\ # P0 ,, ! M #$!P Q0T ,<1 #*&0 S20 ,XS #/1 T%@ -!N #1B T*0 M -#! #1Y@ T?@ - _ &>/ !2F 29H #NA NIP (:T !:S . MN !K# P @ +0 #6 M V@ <(-P) #?#P XQ< .8D #G-@ Z$D .E? #]> ZY0 .NO M #KS [.@ .SV %^> :0I 0]L #2R FN0 &X]" $Q0 M _H #- T0 -@ #; WP . #B Y .8 #I MZP .X #Q!0]0T /D6 #\)0 _3D /Y/ #_9P _X(/^= #_MM0 _\L /_D /\ $0#_ _P /\ $0#_ !8 _P B /\ +P#_ #L _P!' M /\ 4@#_ %L _P!D /\ ; #_ ' _P!Z /\ @ #_ (8 _P", /X DP#]) D M ^P"\ A /H]0#X +0]P#" /8 V@#U /$] +#_ /_ _P#S /\ Z0# . _P#8 M /\ TP#_ /\ #@#_ L _P * /\ "P#_ !$_P = /\ *@#_ #8 _P!! /\ M3 #_ %8 _@!? /L 9@#Y &T]P!T /4 >@#T (\@"& / C0#O)0 !", M .P] #*X Z0"Z . < 8P#B _D Y #[_ P#B /\ W@#_ -$ _P#_ /\ MR #_ /\ "0#_ 0 _P !/ \ #_ X _P 8 /\ ) #] #_ ^P] < &< YP!N .8 = #D 'H X@" . AP#> (X W "5 -H MG@#6 *@ U "S -$ PP#/ -\ S@#T _P _P#+ /\ RP#_ ,4 _P"_ /\ O #_ M /\ @#_ _P /\ #] L]P 3 /$ '@#M "H Z@ U . < 0 #B $H MW0!2 -D 6@#5 &$ T@!G -,0#, ', S !Z ,H @ #((< @"/ ,0 F #" M *$ P "M +X NP"\ - N@#M +D _@"X /\ N #_ +< _P"S /\ L #_ /\ M #_ _P /D #N 4 Y0 . -X & #8 ", T@ N ,\ .0#+ $, QP!, M ,0 5 #! %L OP!A +P 9P"[&T N0!S +< >@"U ($ M ") +(D@"P) L MKP"G *P M "K ,8 J0#D *< _^ F /\ I@#_ ^4 _P"E /\ I #_ /\ #_ M]0 .H #> T *,@ $@#" !T O@ H +L ,P"Y #T M0!& +(M30"P %4 K0!; *P 80"] & <]M *< P/_ 'L$ P/!/\ >P3 _/$. #>%0 Q14 +0 4 M "I$0 H0X)X* ";, PP EP 3), 'Q@ 2D C0(S (H#/ "(&P ?0AT 'P(?@!Z 'BD > F6 '<*HP!U"K, M!!: '8080!U$&@ P!P$8<,A&4 &P1H@!K$K(:1+' M &@3YP!F$ T 913_&44 P!E$]91/ _\> #&) L "0 * C "4(0 MBQ\ (8; "#%P @A(('!1$@!\$AT >10H '84,0!T%3H !L# '89#P!R&A@ ;QPC &T=+0!K'34 :1X] &@>1 !F'TL M91!2 &,@60!B(&$ 82!I %\A/@ BSX 'P^ !O/@ 9CT %X] !8.P 4SH $\[!, M/ @ 23T1 $<+ &0!&/R(1#\] $, _,@!"0#H 04!! $! 20 ^05$ /4%. #Q! M9 Z07 .$%_ #=!CP U0[$ -$*T #)*"S@ R0? .D#_ #- _P 5/\ \-#[_M +% ":0 AT 'A! !L00 8D %M 14/P 3C\ $1 !&004 M1$(, $)#%@(! 0Q\ /T0G #Y$+P !1#< .T4 ^ #1%!@ Y14X .$98 #9&8@ U M1FX _T9\ #%&C0 P1I\ +D:S "U&S M1N\ +47_ "Y$_P N0 ! +D/_ *Q# M "60P @'T, '1# !H0P 7T, %=# !00P 2$, $1% !!1@$ /D<, M #Q($P Z2!P .4DD #A)+ V230 -4H[#1*0P S2DP ,D15 #!+7P O2VL M+4MZ "Q+BP]2YT *$NQ "=+R@ G2^T)TK_ "A) P H2/\ *4?_ *=# &"1 M1@ ?T8 '!& !E1@ 6T8 %1& !,1P 1$@ #]* [2P -TP) #5- M$ S3A@ ,DX@ #%/* P3$+T%X "Y/0 L4$@ *U!2 "0T H4&@)U!W M "50B D4)L (E-"0 M>R A4-3 "20 P0$ #M. U4 ,5(@ "U3#0 I M5!0 *E0< "E5) H52P)U4S "95/ E5D4)%9. ")660 A5F4 'U9T !Y6 MA0 <5I@ &U:L !E6Q0 95ND &E7_ !M4_P ;4]-%+_)M- "&30 =4T M &A- !=30 5$T $U. !%3P /%$ #93 Q50 *U@ "9;"0 C6Q M(EL7 "%<'P @7"< 'UPN !U<-P <74 &UU* !I=50 876$ %UUP !5=@0 4 M794 $UV] !%=P@ 17>< $EO ^ !:_ P 360\ %%G _)11 " 40 <%$ &11 M !940 45$ $E2 !!4P .%8 #)9 K9> !5X !]A P :8PP &&01 M !=D&0 69'$ %60I !1L0 393H $F5$!%E4 095T #V5K YE?0 -99$ M#&6E IDO *9. "V/Y QB_P -8T] \#6' (U5 !Z50 :U4 %)5 !6 M50 3E4 $17)60 -%P "Q? F8@ 'V4 !EH 3;P4 $&T- YN M$@ -;AH #&XB QN*P ++;C0 "FX^ AN2@ ';E< !FYE 1N=@ ";HH &V? M !MM@ ;-8 &SS %K_P ":0\ VK_ (5: !T6@ 9EH %Q9 !360 M2%H #]= V8 +F, "9G ?;@ &6T !-Q _= , "G<* 5W$! M=Q4 '<<< !W) >"T 'Q@W !X0P >% 'A> !X;P >(0 'B9 !W ML =LT '7P !U_P =/\ '3_ 'Y? !N7P 8EX %E> !-7P 0F(M #EE P;)VP !JP 8= $G< U((?@ H ("!#0 @1$ M ((7 "#'@ @R8 (0P "$.P A$@ (17 "$; A'P (23 "#]@ M@L4 ('K "!_@ @/\ (#_ '=E !I9 7V, %)D !'9P /&L #%O M H

M$0 GQ8 * > "B* HC4 *-$ "C50 HVD ** "BF@ H;, *#8 M "@]@ G \ ) _ &YQ !?<@ 474 $1Y W?@ +(0 "&* 7CP M$)0 J9 !G0 * "D IP *@ "I]@ *P& "M"P MKQ + 5 "R'@ M"D +0Y "T2@ M5T +5S "UC@ M;@ +3& "S M[0 LO\ ++_ &9Z !7?0 28(#R' OC@ (Y0 !B; 0GP ",0 M "I K0 + "T MP +@ "Y NP +P "^ @ P @ M ,(.#$% QQX ,@L #)/0 RE ,IF #*?P RIL ,JX

*#*W0 MRO4 ,K_ %Z& !/BP 09$ #.8 GGP &Z4 !&K)L +4 "¥ M O0 ,$ #& R ,D #+ S ,X #0 T@ -0% M #9# W1(,$> #B+@ XT(,17 #E;P YHP .;H #EQ0 Y> < M .;V %;4 !(fP ,[("RI ?L $!8 N\ P0 ,4 #) MS0 -(#6 V@ -L #> X ,(#D YP .D #M M \ H /01 #X'P ^3(/I(#[7P_'H /\7 #]KP_ <<< /WD M /\ #@#_ T _P , /\ #@#_ !, _P > /\ *@#_ #8 _P!" /\ 30#_ %< M_P!? /\ 9P#_ &X _P!T /\ >@#_ ($ _0""/P C0#Z)0 ^0"< /< !0#U M *\ ! "\ /, SP#Q .P \ #^ .\ _P#O /\ XP#_ -< _P#. /\ R@#_ /\ M"@#_ 8 _P $ /\ " #_ ! _P 9 /\ )0#_ #$ _P ! /\ 1P#^ %$ ^P!9 M /D 80#V &@ ! \N/ ;. X AP#L (X Z@"6 .@ GP#F *S0"N M ,L O #) -, WP#X -T_P #= /\ U # _0 _D M _P#" \ A@#_ /\ P#_ M _P /T (#Z "L !P V /, 00#0 $L ! !4 .@ M6P#F &(XP!H .$;@#? '0 W !Z -H @0#8 (@ U "0 -(F #/ *(S0"N M ,L O #) -, QP#P ,8 _P#$ /\ Q # _ +L _P"V /\ LP#_ /\ #_ M_P /\ #W @ \ 0 .L &@#G "4 Y P .$ .P#< $4 U0! - -$ 50#. M %L RP!B ,D 9P#' &T Q0!S ,, >@#! ($ OP") +T D@"[ )P N0"G + < MM0"U ,@ LP#F +(^P"Q /\ L # _ *X _P"] /\ IP# _ /\ # _ @ M /$ #E (W - -, % # -!\ R@] , < - #$ #X P !' +P 3@"Z %4 MMP; +4 80"S &< L@!M # 00 !\ (0 >0"7 D G0!X *P =0 ^3 '4 MW0!S /0 #@ EPL M),& "0 L C 1 (D &@"& "0 @#P N ($ -@ ! _#X ?0!$ 'P 2P!Z %$ M>0 !7 '< 70!V 0=0 = !L ';!=0!Q 8 ,P* -&X"F@!L ZH .P.[&D$U@!H M!O$: ?_ &< '_P!G! _\ 9P?_ -\4 ##%P KA<)X6 "3%0 BQ((80 M "$# (-@8-F (#% !\1X >0#O\ M70[_%T_ P!=#O\ 70[_-0< "Y'0 1!X)4= ")' @1H 'L7 !X M$P >! & '<-#P!S#A@ < XB &X/*P!L$#, :A [&D00@!G$4D 9A%/ &01 M5@!C$ET 81)F & 2;P!>$GL 7!.(%L3EP!9$Z< 5Q2Z %84U0!5%?, 5!7_ M %05_P!4%?\ 5!3 ,HB "P(@ G2, (TC "!(@ >2$ ';> !O&P M;A< &T3# !]%!0 9Q4> &46)P!C%B\ 81&$4 71A+ %P94@!: M&5H 61EB %<:; !6&G< 5!]% %(;E !1&Z0 3QNW $X;T !-'/$ 3!S_ $P< M_P!-'/\ 31O _,,F ")DP EB< (.,BW _#HM_P Z+/\ .BS_ M +(P ",.0 B#('DR !M.@ 9#(%'TQ !8+P 52P %$L !/+0D M3"T1 $HN&0!)+R(1R\[$#0.0!%,#@-0 $S _$(Q1P!!,& \ 0#%7 #XQ80 ! M,FT .S)[#DRBP X,IP -C*O #4RQP T,ND -#+ _ #4Q_P U,?\ -3#_ *TS M "6- A#4 '4U !I-0 8#4 %PT !4,P 4## $PQ !),08 1S(/ M $4S%@!#,0\ 0C0G $ T+@ _ -38 /C4] #TU1 \-DP .C95 #DV?P W-FL M-C9X #0WB0 R-YH ,3>M "\WQ0 O-^@ +S;^ # U_P P-?\ ,#3_ *DV "2 M-@ @#< '(X !F, 73< %8W !0-@ 2S0 $#T M &H] !?/0 5CT $\] !)/0 0CT #P^ Y/P -D$(#1!#P R0A8 M,4(> "]#0 0 NRT +4,T "Q$/ K1$0 *D1- "A$6 G16,)45Q "-%@@ B M194 ($6H !]%OP >1,, T3] !]# _P @0O\ (4')H^ "%/P =$ & =_M !#0 M !<0 4T $Q !&0 /D$ #A# T10 ,$8# "U'#0 K2 !(*D@: M "E((@ H22D)TDQ "5),0 D24$ (TI* ")*50 @2F$ 'TIO !U*2P ;2I(M&D]F !A*O0 72N &$GZ !E(P ;1 _\ &D? _)5" " 0@ <$, &-# !8 M0P 4$, $E# !"1 .T4 #5' P20 *TL "9-"0 D3A (DX6 "%/ M'0 @3R4 'T\L !Y/-0 =3ST "%!' !I040 94%T %U!K !90? 44(\ $U"D M !%0N@ 14-X $4_X !), P 33?\ %$W_ (]% !]1@ ;T8 %]' !51P M34< $9' _1P -TH #%, K3@)E "!3 P <50P &E81 !E6& 7 M5B %E8G !56, 45CD $U= "!)730 15UD $%=H]7>0 .5XP #5>@ M7 MM@ +5M0 "U;T Q5_P -5/\ #E/_ (A) !V2@ 9TH %M* !]2@ 2DH M $-* [3 ,TX "Q1 F5 (58 !M9 57 < $5X- !!>$P 07AH M#EXB Y>*@ -7C, #%X] M>2 *7E0 "%YB =>*

L0 "-M7

*0X 'H3 !(&0 M?" 'TI !],P ?4 'U- !]7@ ?7('V(!\H0 ?+H 'OB !Z M^@ >?\ 'C_ &U= !@7 5UP $M= ! 7P -6, "MG C;P &F\ M !-S ,=P "\ ) ^ @@ (,! "$!@ A0L (8/ "($P B1D M (HA "+*P B5< (Q& "+5@ BVD (N "+F0 BK, (G8 "(]P MB/\ (?_ &AC !>8@ 46($1E X;0 +FX "1S :> $WT V! M &A0 (D "- D) ("2 E 4)4* "7#@ F!( )H8 M ',(@ G"T))T\ "=3 G%\ )QV ";D0 FZL)K) "\ F?\ M) C_ &5! !7:0 26P #UQ P=@)7P !N! 2AP #(P 21 ME0)D "= H *$ "B I *4! "G!P J0P *H1 "M M& KR(*\P "O00 KU0 *]K "NA0 KJ$ *Z^ "MY@ K/P *S_ M %YQ !/= 0GD #5_ HA0 '8P !,2 ,F YT "B I@ M *H "N L +$ "S M +8 "X N@0 +P* "^$ MP1< ,,D ##-0 Q$D ,1> #%=P Q9, ,6O #%T0 P_(,/_ %9\ M !'@@ .H@ "R/ @E@ %)T VC #J0 *X "R MP +L M "_P@ ,(#* Q@ ,@ #* S0 ,\ #2" U0X M -L8 #=)P WCH -]0 #@: X(0 ,&A #AOO X>(,# T $Z+ ! MD@ ,ID "6A 8#]\ 6U N@ +\ +\ #S R ,X #1 M U -4 #8 V@ -^T ?: X@ .0 #G ZP4 .\ .N #T&0]2L /9! #W6 ^'(/F0 #Y]P ^,0 /CA /\ "P#_ @ M _P) /\ # #_ !(_P :/\ ) @#_ #(_P ^\ 2 #_ "(_P!: /\ 8@#_ M &D_P!O /\ =0# ^ 'L _ "\ /L B #Y (\ ]P "7 /4 H #S *H \@"W .\ MR0 #M .8 [#[.L _P#K /\ W0# _,X _P#& /\ P@#_ /\ ! #_ _P M /\ !0#_ T _P 5 /\ (0#_ "P _P X /\ 0P#] $P ^0!4 /< 7 #T & M\@!I /,P#N '4 [!{ .H @@#H (D YP "1 .0 F@#B *0 X "P -T P #: M -P Y #T -4 _P#3 /\ R@#_ ,$ _"P]\ MP#_ /\ #_ _P /\ M #_ H _0 !/D &P#Y "<] R / / #L $8 Z !. .0 5@#A %P W@!C M -P ; #9 &X U0"H .0 MP#! ,P MP #K +X _P"] /\ O0#_ +0 _P"N /\ ]P#_ /\ #_ _P /H #R M 4 Z@ . .4 %@#@ "$ W0 K -L -@#3 #\ S@!(,H 3P#' %8 O ! < ,(M80# &< O@!M +P P"\ 'H VP!X /4 M> # _ '@ _P!X /\ > # _ .T #1 @ NP(*P! "B FP)8 !0"1 M T C0 4 (L '0"("8 A@ N (0 -@"" #T @ !# 'X 20!] $\ ? !5 'H M6P!Y &$ =P!I '4 <0!T 'P <@"('$ E@!O *4 ;@"V &T S@!L .X ;P# _ M &L _P!K /\ :P# _ -\+ #"# K@ P)X, "3 P C < (@" "% D M@0 0 \ %P!\ " > @ H ' @ , / 1 !Q $H < !0 &X 5>$! M M %T ; !D &H ;0!H '< 9P"$ & A$ D@!D ?0 $ #\ & M P!@ # \ 8 #_ - 0 V$0 HA( ) ,2 "($0 @ \ 'P- !Y"0$ > _ + M '4 $0!S !H < C &X!*P!L 3, :@(Y &D#0 !G T8 9@1, &4$4@!C!5D M8@5A & %:@!?!G0 70:! %P!CP!:!Y\ 60>P %<'Q@!6"> < 5@K[%4*_P!5 M"O\ 5@K _85 "M%P F1@ (H8 !_%P =A8 '$3 !N$;0T% &T) #M#0!]"10 9PH= &4*)@!C"RX 8@PU & _/ !?#$(7@U(%P-3P!,#58 60U> M %@.: !6#G, 50Z %,.CP!1#!\ 4 ZQ $X.R !-$.H 31#! $T0 P!-$/\ M31# _ #_ "E' DAT (,> !W'0 ,QP &D: !F%P 9!0 &00" !B M#Q 7Q 8 %T0(0!;$2D 6A$Q %@23 !3$U, 41-; % 3 M90!.% ' 3!1! $!4C !)%)P 1Q6N $85Q0!%%>@ 11;^ $46_P!%%?\ 117_ M +4? ">(0 BR('PB !Q(@ :"$ &(? !?'0 7!H %L7 @!:%0T M5Q84 %46'0!4%R4 4A@M %$8- !/&#L 3AE" $T92 !+&E 2AI8 $@:8@!' M&FT 11MZ $,;B0!"&YH 0!NL #\;P@ ^'\ 4 /!S\ #X< _P ^& _\ /AQ _*(C M "8) AB4 ',0!)'S< 1Q\ ^ $8@10!%($T 0R!5 $(@7P! (6H M/R%W #TAAP [(9@ ,2&] #@BP W(N, -R+[#H #(GO@ Q)^$,2?Y #(F_P R)O\ ,R7_ *4I "/*@ M?2P &\L !D+0 6RP %4K !0*@ 3"@ $HF !')P0 1"\< -$(H% !! M*!P /RDC #XI*P]*3(/"HY #LJ0 Y*D@ _"M0 #8K6@ U*V4 _RMR #$K M@@ P+)0 +BRG "PLO K+ +\ +"SX "PK_P M*O\ +2K_ *$L "++0 >2X M &LO !+@ P 6"\ %$N !,+@ 2"P $4K !!*P /RP+ #T5@ !+1D M.BXA #DN* W+B\ -B)V #4O@ U+T+4 ,Rl. #$P6 P,& ,+C!P "PP@] M,)(*3"E " M #,S)0 R,RP ,3,S # T.P O-$, +31, "PT5@]-6$ *35N "0 ;/XP &#^ @ !8_MM0 5/M(%C!S !<]_P 8/\ &#$_ (XW !Z, :CD %XZ !3,@ 2SH M $4Z _,@ ,3H #(\ N/@ *4 "9!" D0@X (D(4 "%"&P @0R, M'T,] !Y#,@ <0SH &T1# !I$30 81%D %T1G !5$=P 31(H $D2> !%$LP 0 M1- $$/R !%"_P 20O\ $T'_ (D[!V/ 9CT %H] !0/0 2#T $(] M \/0 -CX "]]0@) 40 "%& P =2 P &TD1 !E)%P 821X %TDF M !9)+@ 52C@ %$I !-*2@ 12E8 $$I]*= ,2H< #4]; Q*L *2LH M"TGL Q(P -1 \ #4?_ (,^ !Q/P 8D %9 !-0 14 #] Y M00 ,D("M% F1P (4D !+Q+ 63@< $U . !)0$P 14!D $% A]0 M*0 .4#$ #5] U11@ +45$ "E%? E1;P '4(& !5"6 -0[P "4,4 T ,H M -/^P %30\ !DW_ 'U" !K0P 740 %)$!*1 0T, #0$ U10 M+D< "=* A3 '\ !=1 25 , #E<* M8$ *6!4 "%@< =8) & M6"P !5@V -80 !6$P %A: !8:0 6'P %B1 !7IP 5\ %;E !6 M^0 5?\ %7_ '9' !F1P 64@ $]' !'1P 0$< #A(P2@ *4T M ")0 <4P %E4 !%8 -6P("5X) 1?#@ 7Q(%8 !@P 8 "< M & P !@.P 8$< &!4 !@8P 8'8 $" !?H@ 7 !L % B !>^0 M7?\ %W _&]+ !A3 54P $Q+ !$2P .TP #) . K40 (U0 !Q7 M 66P $5X U@ (8P F8' !G# 9P\ &@3 !K0 :B $HI M !J _:D &I _ !J70 :F\ &]%! G0 :,8 &C= !H!P 9 \ M & _ &E1 !<4 4E $I/ _4 -5, "U6 D60 '5T !9@ 0 M9 #&< 9J ;@ &\# !P" <0T '(0 !T% = 1L '8C !W M+ =S@ '9& !V5@ =F@ '9^ !VEP =;$ '33 !S!0 < _\ '+ _ M &-6 !850 4%0 $15 Y6 +UL "9? =8P %6< !!L *< M!', !V > @ 'P !\ P ?@@ 'L "!$ @A0 (0; "%) MAB\ (8] "&30 A5\ (5U "%CP A*D (/) ""\0 @?\ (#_ %J; M !66@ 25L #U> R80)V8 !VK 5 <@4 G4 EY !?@ (5 M "%_B (H " C0$ (X& ^P D0),4 '5@S ER8 M)]D *BU "GW0 [@ ^ 5 ,_ %9H !(;M.G "YV B?0 %X0 Z* 'D) 8 "; GP *, "G MJ@ *L "M KP +$ "S M0 +@% "Z# O1(, < # M+0 P$ +]5 ",;@ OHL +ZH "^ R0 O>\ !+S^ $YT ! >0 , G\ M "6' 9C@ $)4 > < H@ *< "L L +4 "Y O M +T _P0 ,, & M R ,H # - @ T L -42 #6(0 MUS0 -A) #98 VGP -J: #;M0 V]D -OR $;" XB0 *Y !V8 M 2H "J< "N M +D "^ P@ ,@ #+ S@ ,\ M #2 U -8 #; W0 +\ #B Y@ .H* #O$P \"4 M /(Z #$40]&L /2) #U10]:\ /7= /\ !@# , _P % /\ "P# _ M ! _P 7 /\ (@#_ "T _P Y /\ 1 #_ $T _P!5 /\ 70#_ &0_P!J /\ M< #] '8 ^P!\ /\ D#P #W _&]+ !4 ^ 2 +Z!P $0 #_ < _P" /\ NP#_ /\ #_ _P /\ @#_ L M_P 2 /\ '0#_ "@ _P S /\ /@#\ $< ^ !/ /0 5P#Q %T [@!C .P :0#J M &\ Z !U .8 ? #D (X@"+ -\ E0#<) V0"K -4 NP#2 -0 SP#R ,T M_P#, /\ Q0#_ +H _P"T /\ L #_ /\ #_ _P /\ #_ 8 ^0 / M -4 %P#S "(\0 M .T -P#G $ X@!) -\ 4 #; %< UP!= -0 8P#1 &@ MSP!N ,P =0#* 'P R "$,4 C0#") @ P "D +T L@"[,8 N0#H +@ ,0"W M /\ M@#_ *T _P"G /\ HP#_ /\ #_ _P /4 #K $ Y, -X M$P#9 !P TP F -$, #H R 1" ,0 2@# M %P!G 4 +L 7 "Y $$ MP!G M +4 ;0"S '0 L0 !\ *\ A0"M)]@"< < *@]#+ L !0#; *,]0"C /\ MH@#_]X _P"; /\ EP#_ /\ #^]P -\ #0 QP ' ,$ #P"\ M ! < N0 @ +< *@"U #, L [*T 0P"K $D]/ !/ *8 50"D %H HP!@ *$ M9@"? &T G0!T) P ?0": (@ F "4) 8 H@"4 +(D@#)) $ ZP"1 /\ D #_ M) _P", /\ B@#_ /P #L V0 , < "Z L0 " *L # "G !(MI ;.*$) "@ "P G@ U) L / "8 $, E@!)) 0 3P"2 %0 D !; (\ 7P"- M &8 BP!M (D =@"((A@", (0 F@"" *H @0"^ (X " /D ?P#_ "\ M _P!_ /\ ?@#_ /$ #8 P@ +, "H H)D !P"5 X D@ 5 M) '@", "8 C0 N (H -@"' #T A0!# (0 20"" $X @0!4 '\ 60!^ & M? !G 'H ;P!Y 'H =P"& '4 E !T *, <@"U '(SP!Q /$ < #_ ' _P!P M /\ <0#_ .$ #$ L *("7 D0 (L @"& L @P 1 ($ M& !_ "$?0 I 'P , !Y #< > ! '8 0P!T $D &4) @!C "T 80 S &.0!? #\ 70!% %P 2P!; %(6@!9 %@ #@!? M &P 50!X %, A@!2) 8 40"G % NP!/ =L 3@+T $A5# P!5 M ;Q$!,+@0 M "A%@ CA, '\3. !;# C!1 $P ;!(&<0 !E#@ 8PL# &,&# !A!!$ 7@,9 M %P$(0!;!2@ 608O %@&0!6!SL 50=" %0'2 !3"$\ 40A6 %)7P!. "6D M30EV $L*A !)"!0 2 JF $<*N@!&"M@ 10OS $4, P!%#/\ 10S _ + 4 "9 M%@ AQ@ '@9 !M& 91< %\6 !<$P 6A$ %H.!@!;# T 5PP4 %4, M' !3#20 4@TK % ,0!/#C@ 3@X^ $T.10!+#DT 2@Y5 $@/7@!'#V@ 10]U M $,0A !!$)4 0!"F #X0NP]$-P /1'V #T1_P]$\ /A#_ *D9 "2$P M@1P '(= !G'0 7QP %D; !5&0 4Q8 %(3 !2$0H 4! 0 $X1& !, M$2 2A(G $D2+@!($S0 1Q,[$430@!$$TD 0Q12 $$46P _%&4 /A5R #P5 M@0 Z%9@(. !6D #<5N U%=@ -,1;U #86_P V%0\ -Q7 _*,< "-@ > R M &TA !B(0 6B$ %0? !0'@ 31L $P9 !+%@8 218. $<7%0!%%QP M1!@D $(8*@!!&#$ @!DX #\ 9/P]&48 /!\! #H:6 Y&F _-QMO #4;?@ S M&Y _ANB # ;MP O&], +QSS "\; _P P&_ \ ,!Q _)T? "((@ =R, &DD M !>) 5B0 % C !+(@ 2" $8= !%' (0QP, $$<$@ _ '1D /ATA M #P>)P]'BX .A\U #D?/ W'T0 -A], #0@5@ S(& ,2!M "\@? M(8X M+ "&@ "HAM0 I(= *2'R "DA_P](/\ *R#)DB "$)0 #8C M)0 U(RL "0R #,D.0 R)$$,"1* "\E4P M)5X *R5K "HE>@ H)8P)B6? M "0ELP C) C*HH (2]= !\] ML@ >$LP 'BKO !\L P @*? \ (2C_) H !*@ ;"L %\L !4+ 3"P M $8L !!*P /"L #@] U*@ ,BL # # KK N+!$ +2P8 "PL'P]+28 M*2TM "@M- G+CP)BY% "0N3P C+EH (2]G !\O=@ =+X@ '"^; !HOL 8 M+\H &"[M !DN_P ,+?\ &RW_ (PK !X+0 ;"X %LO !1+P 22\ $,O M ^+@ ,2X #0N P+@ +2\ "LP"@ I,1)S$5 '8Q' E,B,)#(] M ",R.0 A,SD (#-" !\S3 =,U< &S-D !HT= 8-(8 %C2: !0SK@ 3,\@ M$S/L !0S_P 5,0\ %C' (_\ K_ %94 !.4P 0E0 M #=6 L6@ (E\ !AC 1: "VT -R =@ 'H !] @ M ', "$ A@ (<" ")!P BPP (T0 "0%@ DA\)(L "2.P MDDT)%B "1>@ CY< (^T "X0 C/L (S _%59 !(6@ .UT "]A M D9@ &6P !%R *=P GT "" A@ (L ". D0), M "5 EP)D "; G00)!* "B#P I!8 *8A "F,0 ID, M *57 "D< HXX *.K "AT H/4) __ $YA ! 9 ,VD "=N ; M=0 $7P N# B0 (X "3 F)"T "A I *4 "G M]0 *L "M L +("U" N X +P6 ")0 O#< +M, M 'Z9 N8$ +>B "WP M^H +?\ $9K Y< *W< !]_ 3A@ M"XX &5 FP *$ "F]P + "S MP +< "Z MO +\ #! Q ,< #* S04 -$, #4&0 U"L -1 #3 M6 TW0 ,2 #2L TM, --r #9Y YO @ (X@ !>1 -F0 Z M "G K ,+ 'X O0 ,(#& R@ ,H #- SP M -(#5 V0 -T #? XP ,<% #K#P ![\ .TS #N2P M!V0 . ^" #PGP \;D /7#0 #_ &X _P 5 /\ M'@#_ "D _P T /\ /P#_ $@ _P!0 /\ 6 #_ %X _P!E /T ;P#! '$ ^0!W M /0 ?@#Y (4]P"- /$ EP#N * (ZP"O .@ P #F . XP#X .(_P#; /\ MRP#_ ,$ _P"Y /\ M #_ /\ #_ _P /\ #_ D _P 0 /\ &0# _M "_ P N /T .0#Y $(!0!* /(4@#N % @ ZP!> .D 9 #F &H Y !P .(M =@#? 'T W0"& -D CP#5) H T0"G .X M@#+ ,X R0#P ,< _P#% /\ NP#_ M +0 _P"M /\ J0# _/\ #_ _P /\ #[( ]@ - /$ $P#M !X M[H .D ,@#C #L W0!$ -@ 2P#3 %$ T !8 ,T 70#+ &, R0!H ,8 ;P#$ M '8 P@!^ +\ AP"\ ) (N@"? + < K0"U ,$ L@#D + $ _0"O /\ K #_ *4 M _P"@ /\ G #_ /\ #_ ^P .X #D W (-, $ #/ !@ P *P#& #0 P0] +T 1 "Z $L MP!1 + 4 5@"R %P!L !A *X 9P"L &X MJ@!V '0"X ?P"F (H HP"6 *$!0"? +8 G0#1) P"\ P"; /\ G #_ ,$ _8 _P"3 M /\ D #_ /\ #V YP -, #& O0 # +@ #0"S !, L0 < *\ M)0"N "X J0 V *8 /0"C $0 H0!*) \ 3P"= %4 FP!:)H 8 "8 &8 E=!N M) 0 =P"2 ($ D ". (X G ", *T B@## (D Z "(/\ B0# _ (< _P"%/\ M@@#_ /, #C S +P "P IP *$ " "> + FP 6) D 'P"8 M "< E@ O), -P"1 #T C@!# (P 20"+ $X B0!4 (< 60"% & A !G ((M ;P" 'H ?@"& 'P E !Z *0 >0"X '@ V !W /< > #_ '@ _P!W /\ =0#_ M .8 #+ MP *@ "> E@ (\ ! "+ P B 2 (< &0"% "$ MA I ((, !_ #< ?0] 'P 0P!Z $@ >0!- '<4P!V %0 = !A '(:0!Q M ', ;P! _&C T0!L) T ;@"O &D R !H .T :0# _&D _P!H /\ :0# -(M "X 10)< "- A@ ($!\ @ >0 . '< % !V !P = C M ', *P!Q #$;P W &X /0!L $, :P!(&H 3@!H %0 9P!; &4 8P!C &T M8@!X & AP!?)8 70"H %T O@!< .0 7 #[%P _P!< /\ 7 #_ , ("J M 0 F , (D$!_ @ > '0 !P 0 ;0 , &L $0!H !< ; > &8 M)0!E "P 8P R &(. !@ #T 7P!# %X 20!< $\ 6P!6 %H 7@!8 &@ 5P!S M %4 @0!4) $ 4@"C %$ MP!1 -8 40#U %$ _P!1 /\ 4@#_ +8' "?" 0 MC0L 'X, !S"P ; H &@' !E P 8P ' &$ #0!? !, 70 : %P (0!; M "< 60 M %@ ,P!6 #D 50 _ %0 10!3 $L 40!2 % 6@!(&0 30!O $P M?0!* (T 20"? $@ L@!' ,P 1P#0 $8 _P!' /\ 1P#_ *P. "5#@ @Q M '40 !K$ 8P\ %X. !;# 6@D" %D$"@!7] 50 5 %, ' !2 ", M40 I $\ +P!. #4 30$[$P!00!* D@ 20)/ $@"5P!& V$ 10-M $,#>@!" M XL 0 ,< #\#KP ^ \@ /03J #T%_]!O\ /@;_ *00 ".$@ ?!, &X4 M !D% 7!, %82 !3$0 40X % ,!0!0"0P 3P<1 $T"%P!+ "!\ 20@E M $@)*P!'"3$ 1@DX $0*/@!#"D4 0@1- $ +50 _ "U\ /0MK #P+>0 Z#(H M, R< #<,KP U#,< -0S! #4_ 0 U#?\ -@ S_) T3 "'%0 =A< &D8 !> M& 5A@ % 7 !-%0 2A, $D1 !)@ =0 !1H 0PXA $(. M* ! #BX /PXU #X\ !/#T, .O !+ #H05 X%X -A !K #00>0 R$(H ,1 "\ 0L M$,B +1'L "T]C M !<0 &< !9' M41P $P; !'&@ 1!@ $,5 !"$P!(1(+ $ 1$ ^$A< /!(> #L3)0 Z M$RL :,R #<3.0 V%$ -!1(#,440 Q%%P ,!5H "X5=P I%8@ *A6: "@5 MK@ G%<<) A7J "<5 _P H%?!* *17 _)$: !}' ;1X & ?!6'P 3A\ M $@> !#'0 0!P #X: !& .Q< ' #D6#@ X%Q0 -A <; #48(@ S&"@ M,A@O #$9-@ P&3T +AE& "T.3P K&ED *AIF "@:= F&H8)!J9 "(;K0 A M&L4 (!KH "$; _@ B&O\ (QK _(T= !Y'P :2$ %PB !2(@ 2B($0A M _(0 /" #D> X&P -1P$!"0 P 7 *$@ ("T8 "]=' P N'24 +1XL M "L >,P J'CL *1]# "3 M7ET %YQ !=B0 7 ;_ %$! +!0P 0T((#QU !M R@ #*44 "%/(:2P $TX Y2 *50 UD !; 7@ & M !B @ 8P8 &4* !F#@ .!$ &H7 !K'P :RD &LV !K10 :U8 M &]J !J@@ :9T &B[!GYP 9Q\ &7_ %%(!(2 048 #=' L M2@ (TT !M1 350 #ED A= !80 &0 !G ;@ &P !N M < '(% !S"0 =0T '<1 !Z& >R$ 'LN !Z/0 >DX 'EB M !Y>0 >)8 '>S !UX =/P '/_ $Y- !'3 .TT #!/ F4P M"%@ !-< -80 !E8 !J ,P '(!V >0 'P !] M?P ($ "# @ A@< (@, "+$0 CA@ (XD ",,P C40 (Q8 "+ M;P BHP (F["(SP AO< (7_ $U1 !!4P -%4 "E; >7P %&4 M U[%< '8 !] ?P (, "' B@ (T ". D0 M), "5 F]H% "=# H!$ *, ;"C* HCH *%, "@90 MH($)Z@ "=P0 F^X)K@ $99 Y7 +6$ "%G 6;@ #G4 5] M @0 (<- "- D@)8 ", G0)\ "A1 *8 M 'H JP *X 'Q P M L +@1 "Y(@ N2] +A# "W6@ M78 M +27 "TM0 I>(+#\ #]D Q:0) 6\ !AW /?P !H< ", ME)H "@ 10 *H "N L0 +("U MP +H "\ M OP ,, #& R0 ,X* #2$P TB, -$W #03P SFH ,V* M #*]P R\L ,OO #=Q I> '8 !&) (D0)H "A IP M *T "S N0 +X #" O0 ,8 #) S ,X 2 MU0 -H #> X0 .4 #]"P ZQ< .HK #J0P ZEX .IZ #K MF0 Z[4 .O5 /\ #_ _P ! /\ !P#_ T _P 2 /\ &P#_ "4 _P O M /\ .@#_ $, _P!+ /\ 4P#_ %H _0!@ /L 9@#Z &L ^ !R /8 > #T (M\0") .\ D@#L) T Z0"J .8 O #C -P WP#W -J _P#, /\ O@#_ 4 _P"P M /\ K0#_ /\ #_ _P /\ % #_ !\ _P I /L M,P#W #T !P!% , .30#L %, Z !9 .4 7P#C &4 X !J -T <0#; 'Q @"/) 4 S "B ,@ L@#% ,D P@#M , _P"[/\ L #_ *@ _P"D /\ MH0#_ /\ #_ _0 /H #X \ ) .P $0#H !D YP C .,4 +0#> M #8 U@ ^ -$ 1@#- $P R@ !2 ,@ 6 #% %T PP !C , ;0"^ \ ' O !X +D M@0"W (T M "_ +$]0"N +P K #A *H _ "H /\ H #_) D _P"6 /\ E #_ M /\ #Y \@ .< #; T0 $,H #0#' !0 Q = , ( ) @"_ "\ MNP W + < /P"T $4 L0!+ *X 40"L %8]@!< *@ 80"F &@ HP!P *$ >0"? M (0 G0"1) H H "8 +$ E@#,) 4 \0"4 /\ D0#_ (L _P"(/\ A@#_ /< M +L W @ ,D " \ M *\ "@"K !]0 7 *@ ("G "@ H@ P M)\ , "< #X F@!$) @ 2@"6 $\ E !5), @ <' !$ CP!H (T < 0"+ 'L MB0"((< EP"% *@ @P"^ ($ Y "/\ @ #_ 'P _P!/\ >0#_ _D #7 M P0 +$ "F G0)< !0"4 T D@ 2) &@"/"(C@] (L M,0") ##@ AP ^ (4 0P"# $@ @0!. "\ 5 !^ %H ? !A 'H :0!X ', =@!_ M '4 G C@!S) \ <0"S ' T !O /8 ;P#_ &\ _P!M /\ ; #_ -H " _ MK) X "3 C (4 "" D ?P / 'X %0 !]P ? D 'H *P!W M #$ =0 W 0 /0!R $(<0!(&\ 30!N % , ; !: &L 8@!I &P 9P!X &8 MA@!D) < 8@"] &$ P@!@ .L 80#_ &$ _P!A /\ 8 #_ 4 M FP M (T "# ' !R 4 < , &X $0!L ! < ; > &L) 0!H "P M9P Q &8 -P!D # T8P!" &(2 !@ $X 7P!5 %T 7!< &8 6@!R %D @ !7 M) 5@"C %4 N0!4 -X 5 #[%0 _P!5 /\ 50#_ +8 "? C0 \ M !U ;@ &D !F $ 8P) &$ #@!@ !, 7P 9 %X (!= "8 6P L M %H ,@!8 #< 5P] %8 0P!5 $D 4P!0 %(6 !1 &$ 3P!L $X >@!, (H M2P"< $H L0!) ,X 20#S $D _P!) /\ 2@#_ *H! "4!0 @@< '0(!] M "8P8 %X$!; 60 % %< # !6 ! 5 5 %, &P!2 "(40 H % M +0!. #, 30 X $P /@!+ $4 2@!, $@ 5 !' %T 1@!H $0 =0!# (4 00"8 M $]P!, 4 /P#] #\ _P!/\ 0 #_ * ("*"P >0T &P- !A#0 M6@T %4+ !2"0 4 8 $\"" ! . T 3 2 $L %P!* !X 20 C $< *0!& M "\ 10 T $0 .@!" $$ 00!($ 4 ^ %H /0!D #P <0 &Z ((.0"4 #@ MIP W +X -@#C #8 ^0 V /\ -P#_) @-"##@ !@5 M^ 9%/\ &A3_ ((7 !O&@ 7QP %,= !*"0 0AT #P= W' -!L M #$: O&0 +A8 "P7" K%@X *1<3 "@7&0 G&") 1@F "08+0 C@ M(AD] " 91@ >&5$ '1E= !L :P 9&GP %OJ/ !4:HP 4&;H $AG; !,9]@ 4 M&?\ %1C _T: !K'0 7!\ % @ !'(/R #D? T'P ,1X "T= M K' *1L "<;!0 E&PP)!P1 "(<%@ A'!T (!TC !\=*@ >'3('!XZ M !L >1 9 'DX %OY; !8 >.0 4'WH $AZ- !$>H@ 0'K@ #A!8 \>)0 M$1W _'H= !QP 5$ $TB !$(@ /"(#8B R(0 +$B "H@ G M(\ !\ "(@ @(H 'B$/ !TA% <(4IC &R(A !DB)P 8(B\ %RC(!4C M00 4(TCP $B-8 !$C9P 0(W@ #B, + TCGP ,(0 "R/0 LB\ ,(O\ #2' M '8? !D(@ 5B, $LD !!) .B0 #0D O(P *R, "@C D(P M(" !TD ,)0<0 &28- ! !0G)0 3)RP $B0 'L !] M @ , (,("@ B1, (H= "**P B3P (A/ "&9@ A8$ (2@ M ""P@ @? ' _ $9+ Z3 +D\ "-3 86 $%X ED :0 M &\ !T > 'P "\ A (< "(DP (X "0 MDP)8 "9!P G0T *$4 "@(0 H#$)Y$ "=6P G'8)F6 "9 MM0 EN4)7^ #!2 R50)EH !M@ 19P "6T !T > P ($ M "& BP) "4 EP)D "< GP *$ "D IP M *H "M L08 +4- "X%@ MR8 +8Y "U4 M&H +*) "P](@ MKL\ *WU #=< K80 'F@ !-P +> ("' C@)4 ";. M GP *0 "H K *T "P LP +4 "X NP +\ M ##@ QP ,L% #1#@ T1L - N #/10 S\ ,M^ #)G@ R+X M ,7! "!H C< %GD V! !BP), "; H@ *@ "N !@ "J P (,(#% R ,L #. T0 -8 M WP .0 #H !@ ZQ$ .IX #C #]. @ Z34 .0 M A #@ _P /\ ! #_ L _P 0 /\ %P#_ "$ _P K /\ -0#_ #X M _P!' /\ 3@#_ %4 _ !; /H 80#X &8]@!M /0 ,_ K@#_ 4 O0#K +L _P"P /\ I #_)P _P"8 /\ E0#_ /\ #Z M] /$ #R Z@ % . < #@#B !4 X0 > .$ * #8 #$ T Y ,L M0 #($< Q0!- ,(4P"_ %@ O0!> +L 9 "Y &L M@!S +0 ? "Q (@ K@"5 M *L] "H + @ I@#< *, ^P"? /\ E0#_ (\ _P"+ /\ B0#_ /D #O MYP -\ #/ R ,$ "@"_ !$ O 8 +L (0"Y "H M R +$]P!& #0 3 "F %$ HP!6 *$ 7 "? &, G0!])L 0!('@ 3@!V %0 =0!; ', 8P!Q &X ,P!Z &T B0!L) H M:@"N &D S !H /8 9P#_ &4 _P!D /\ 8P#_ ,H "T H0), ") M @@ 'L !X 4 =@ ,'4 $0!T !@*

0!0 (H 3P"> $X MM !- -H 30#[$T _P!- /\ 30#_ *H "4 @@ '4 !K 9 M & != 6@ % %@ # !7 ! 5@ 5 %8 &P!5 "$ 4P G %(+ !1 #$ M3P W $X /0!- $, 3 ! $H 4@!) %L 2 !F $8 , &H$!A! 6@, %4! M !2 4 " $X "0!- T 3 1 $L %P!* !P 20 B $@)P!' "T 10 R M $0 . !# #X 0@!% $$ 30_ %8 /@!A #T ;@ ['X .@"1 #D I@ X +\ M. #H #@_P Y /\ .0#_)4# " !P ;PD &(* !8"P 40H $P(!) M!@ 1P, $8 !@!$ L 0P / $($P!! !@ 00 > #\ (P ^ "D /0 N #L M- Z #H .0!! #@ 20 W %(-@!= #0 ;@ S 'H ,@", #$ H0 P +@ +P#> M "\ ^0 0 /\ , #_ (P) !X# : T %P. !2#@ 2PX $4- !!# M/PH #X(@ 9&AL< !K2 @ (V "4 -0 K #0 . #@ (V "4 -0 K #0 = $ M #< , @ ^ #$ 1 @ 0 % +@!: "T 9P K '< *@") "D G0 H +,)P#1 "< M\@ G /\ )P#_ (8, !H#@ 8Q %81 !-$0 11$ $ 0 \#P .0X M #<- V"P0 -@@* #4&#@ T!1(,@07 #$%' P!2(+P4H "X&+@ M!C0 M*P8\ "H&1 I!TX)P=9 '8'90 D!W4 (P>' "('FP @!K (,+ .!\%[0 ? M!0X 'P?_ (. !M$0 7A(%(3 !($P 01, #L3 W$@ -!$ #(0 M P#P$, T& # +"P O"A +0H4 "P+ &0]"Q\ *0LE "@,*P G##( )@PZ M "0,0P C#$T (0U8 " -90 >#74 ' V(!H-G 9#;$ & S* !<,ZP 7#?P M& S_ 'L1 !I$P 6A4 $X6 !%%@ /18 #@5 S%0 ,!0 "T3 K M$@ *A # "H/" !#@T * X1 '8.%@ E#QT) \C ",/"0 A$#$ ([Y !X0 M0@ =$$P &@!$!D09@ 7$' 8 %1") !00G@ 2$+, $1#. !$0[@ 2$/X $A#_ M '<3 !E%0 5Q< $L8 !"&0 .AD #08 P%P +!< "D6 G%0 M)A0! "42! C$@L (A(/ "$2% @$AH 'A,@ !T3)P <$RX &A,V !D40 7 M%$H %A16 !049 2%0 $12' ! 4G .%+$ #13* T4ZP .$ X #A/ _'.5 M !A& 4QH $@; _&P -QL #(: M&@ *1D "88 D& (A< M " 6 0 >%@@ '18- !L7$@ :%Q< &1<= !@8) 6&"L %1@T !08/0 2&4@ M$1E4 ! 98@ .&7(#1F$ P9F *&:T "1C& D8YP)&/H "A? &\8 !> M&@ 4!P $4= |\0 -1T "\=]')AL ";; A&@ 'AH !P: M :&P4 &!L, !8<$ 5'!4 %!P; !,<(@ 2'2D $1TQ ! =.P .'44 #1Y1 M P>7@ *'FT "1Z <>E %'!H QW" ,=Y@ $'/@ !1S_ &L: !;'0 M31X $(@ Z'P ,A\ "T? H'@ \3("$= >'0 'T '(@> 5 M#'C !@ X$ XA'P .(B8 #(2\ Z VY -?P #7_ %4J !(+ /2P #0L M*P *"H M "0! >*@ &2L !0M 1+P #3$ HT '-@ C@$ Z!P .PH M #T- ^$ 0!0 $; !) 0"X $ Y ! 1P 0%8 $!I ! @ M/YL #ZW !XP //P #S_ %O !#+P .2\ #(O L!+0)RP " M M .;+P %3$!$S --@ "3@ 4[/0 $! !!! 0P< $4+ M !&#@ 2!$ $H6 !*'@ 2B@ $HT !)0@ 25$ $ED !(>P 2)< M $>T !&X 1?P $3_ $HS _,P -C, # Q J, (S$!PS 6 M-0 $3@ T[(/@ T$!# 1@ $@ !* 3 0 $X' !/ M"P 40X %02 !5&0 52(%0N !4/ 5$L %-> !3= 4I %%&N M !0UP 3 L $[_ $4W \-P -38 "\T F-0 '<' !P 'X# M "!"@ A0\ (<7 "&) A30 (1& """70 <28 !^6 !*@ >(U, 34@ #"%< -= 8P &@ M !M 0!> $8 !Z ?@ ($ "# A@ (D "+ C@)("5 M 0 F0D)X0 ">&@ G2D)P["\4@ F&P); + "4J@ DM0)#Z M #A+ L3@ (%, !59 -8 V< !N = 'H " A M (H " , D@)4 "7 F@)T "= @ HP *< "K MKP +0) "X$ MQX +4P "S1@ L6 *]^ "LH]\$ *GN #%5 M D6P &&$ Yt %<0 'D "! B (\ "4 F@)\ M "D J *D "L KP +, "U N0 +T #! Q@ M ,L #1"@ TQ0 -$E #0.P S50 ,IQ #(D@ Q, ,/> "EB < M:0 7 =[A (T "5 G0 *, "I KP +0 Y M V0 +X #" Q0 ,@ #, T -0 #: WP .0 M #] [@.P .T: #L+P ZDD .AE #FA& Y*4 ,+& /\ #_ M_P /P 0#\ @ _@ . /\ % #_ #H _P!" /\ 20#^ M % ^P!6 /D 7 #V &( ] !H /(;P#P '8 [0! .H B0#G)4 Y "C . MM0#; - U0#V ,H _P"V /\ ] # _)\ _P": /\ E@#_ /\ #[ ]@ M /; #S]@) /H #@#] !8 ^P @ /< *@#R #,]0 [.D 0P#F $D MX@!/ -X 50#; %L U@!@ -(9P#/ &X S !V ,D @ #& (P P@": +\ ]@"[M ,$ N #1 +8 _P"G /\ F@#_)(_P"- /\ B@#_ /H #Q Z@ ,< M #G Y ! . "P#; !$ V@ : -L (P#1 "P R@ T ,8 ,P#" $(OP!(M +P 3@"Z %, N !9 +8 7P"S &8 L0!N *X =P"L (,]0"1 *8 H0"C +4 MH #8)X ^P"5 /\ BP#_ (4 _P" /\ ?@#_ ,\ #C V@ -, #& M OP +D !@"W X M 4 +0 '0"S "4 K@ M *L - "G #L ! !! *$ M1=@"? $P G0!1)L 5P"9 %X EP!E)4 ;@"3 'D D "' (X EP", *D B0#$ M (@ [P"% /\ ? #_ '8 _P!S /\ <@#_ . #0 Q@ +8 "I MH0)T 0"9 H F 0)@ %@"7 !X E F)$ +0"/ #0 C Z (H /P"(M $4 AP!* (4 4 "# %8 @0!> (9@!^ '$? !] 'D C0!W * =0"V ', MWP!R /\ ;@#_ &D _P!G /\ 90#_ ,P "^]P)T "3 B@ M (4 "" 4 @ - '\ $0! _!@ @ @ 'T)@!Z "T =P S '4 . ,!T #X M<@!# ' 20!O $\ ;0!6 &P 7@!] &@ : !U< &< A !E)8 9 "K &(R0!A M !8 #_P!; /\ 6@#_ +T "I EP (D ^ > ', M !O $;0) &P #@!K !, ;P 9 &H (!H "8 9 @ L &4 ,@!C #6 # 8@ \ M & 0@!? $@ 70!/ %P 5P!: &$ 60!H\0 %< >P!6 (X 50"B %, NP!2 .D M4@#_ %_P!/ /\ 3P#_ *T "8 A@ '0 !N 9P &, !@ M 70 % %P "P!; ! 6P 5 %L &P!: "$ 6 F %8 + !4 #$ 4P V %(M/ !1 $(3P!) $X 40!- %L 2P!F $H = !) (4 2 "9 $< L0!& -@ 1@#\ M $4 _P!% /\ 10#_)\ ") > &P !B 6P %8 !3 M40 " $\ " !/ T 3@ 1 $X %@!- !P 3 A $H)@!) "P 2 Q $< -P!% M #T 1 !$ $, 3 !" %4 0 !@ #\ ;@ ^ 'X /0"2 #P J0 [, < ,P#S #L M_P [/\ / #_), !^ ;@ &$!8 40 $P !) 1P M $4 !0!$ L 0P . $, $@!# !< 0@ = $ (@ _ "< /@ L #T ,@ [#@ M.@ _ #D 1P X %- -P!; #4 : T '@ ,P", # (H@ Q +P ,0#G #$ _P R M /\ ,P#_ (D !V P 9@4 %)D' !0!P 208 $,% ! P /@$ #P M P [@ .@ - #H $ Y !0 .0 9 #< 'V " , -0 H #0 + @ S #0 ,@ [M # 0P O $P +@!? "T 9 L ', *P"" "H G 1 +4 *0#< "D ^P ! /\ M*@#_ ($$!N" 7PH %,+ !*"P 0@L #T* Y"0 -@@ #4% T M @8 ,P * #(#@ Q !$,0 5 # &@ O !\ +@ D "P *@ K # *@ W "D M/P H $D)P!4 "8 8 D &| (P"" "(EP A *X (0#, "$ \P A /\ (@#_ M 'L) !H# 6@T $X. !%#@ /0X #@- S#0 , P "X+ M"0, M+08("P$# K @\ *@$2 "D!%P H 1P)P A "8)P E "T) T ",!/0 B M 48 (0%1 !\!70 > 6P ' %_ !L E : *H &@#% !H ZP 9 /\ &@#_ '4, M !D#@ 50\ $H0 ! $,1 #,0 0#P + X "D. G#0$)PP% M "<*"(@ F"" T)0<0 "0$% B!AD (08? " ') ?!RL '@Y 7W0 %O4 !, &$6 !2& 11H #L R M&@ *QH "4. A&0 'A @ !L8 8%P %A<" !07 P 2& 4 $!D' X; M "P ,&P\ "QL3 H;& (' !\ !QPF 4<+P $'#@ AQ$ =40 '6 !UR M "P) M?P %' !B 1 4@%@ #(!P 2$C A*P (34 "% A3@ (5T "%O A MA@ ;0X ""X ?W@ 'O@ !(_%H; !+ '0 /QX #4? M'P)QX M "(= > '0 &QP !@; 5&P $AP ! = @ . !P0 #"$& DB"@ %(PT M B00 E$P)1D "8@ F*)C("8] F2@)EH "9L F@P M)9P "6W DWP (_D "/_ %4> !'(/"$ #(A K(0)2 " ? M =' @ &AT !8> 3'@ $ "XA ,(P("""4G "0 * L "H. M K$0 +!8 "P=

IQLS'Z<;,Q^G&S,?IS_KR,$_[8M"?'(-@S=W#T3S>I&*L'V2T"V_M_T]1JO=88)OO86N/Z&ATA>1M>W_@<&!WG2#==QXAG+:>XENV'Z+.];\"C6O6_M@HUKUH*-.];\"C6O6@HUKUH*-.];\"C6O6@HUKUH*-.];\"C6O6@HUKUH*-.];\"C6O6@HUKUH*-.];\"MC6O6@HUKUH*-.];\"C6O6@HW_L2,$^K\L!N/4+P?.YCL6P?-%[3_23VH_TY,_MGOU76)'V86&&\6EI?^UO;GGJ=')UZ'=U<>=Z=VIE?7EKY(!I;>,$?&GCA'QI_MXX1\;>,$?&GCA'QIXX1\;>,$?&GCA'QIXX1\;>,$?&GCA'QIXX1\;>,$?&GC_MA'QIXX1\;>,$?&GCA'S_M2(#Z\LB_M#C)P?"\'3H9MA'Y"*J;_1CF;_TU%DOI6M3X;^8E9^-^FI<=_=P8'/U=6-O\WAE;?)\9VKO?VAH\()9N^%;V;OA6MF[X5K9N^-%;V;OA6MF[X5K9N^-%;V;OA6MF[X5K9N^-%;V;OA6MF[X5K9N^-%;V;OA6OVPAL!U-\1_<+O)@NU_#H:I_\^)YG_1#._-_TL]A?]517S_M84MU_VI//]3.G'_7S]L_M_VE#;/]O167_=$=C_W=(8O)[26'_?DI?_X%*7O^$2U[_A$M>_X1+7O^$2U[_MA$M>_X1+7O^$2U[_A$M>_X1+7O^$2U[_A$M>_X1+7O^$2U[_A$M>_X1+7O^$2U[_A$M>_X1+7O^$ M2U[_A$O_GR(%_YTM#/^>.!7_J$$>_[%)*_^V4SS_N%U/^[9F8^ZT;W?BK'6)MV*1[F:31KGFDT:YYI-&N>;31KGFDT:YYI-&N>;31KGFDT:YYI-&N>;31KGFDT:YYI-&N>;31KGFDT:YY-ML:'_GR(%_YTM#/^>.!7_J$$>_[%)*_^V4SS_N%U/^[9F8^ZT;W?BK'6)V*1[MF:31KGFDT:YYI-&N>;31 MKGFDT:YYI-&N>;31KGFDT:YYI-&N>;31KGFDT:YYI-&N>;31KGFDT:YYI-'_MGR(%_YTM#/^>.!7_J$$>_[%)*_^V4SS_N%U/^[9F8^ZT;W?BK'6)V*1[F:31KGFDT:YYI-&N>;31KGFD MT:YYI-&N>;31KGFDT:YYI-&N>;31KGFDT:YYI-&N>;31KGFDT:YYI-'_GR(% M_YTM#/^>.!7_J$$>_[%)*_^V4SS_N%U/^[9F8^ZT;W?BK'6)V*1[F:31KGFDT:YY MI-&N>;31KGFDT:YYI-&N>;31KGFDT:YYI-&N>;31KGFDT:YYI-'_GR(% YTM #/^>.!7_J$$>_[%)*_^V4SS_N%U/^[9F8^ZT;W?BK'6)V*1[F:31KGFDT:YYI-&N M>;31KGFDT:YYI-&N>;31KGFDT:YYI-&N>;31KGFDT:YYI-&N>;31KGFDT:YYI-'_GR(% YTM#/^>.!7_J$$>_[%)*_^V4SS_N%U/^[9F8^ZT;W?BK'6)V*1[F:31KGFDT:YYI-&N>;31 MKGFDT:YYI-&N>;31KGFDT:YYI-&N>;31KGFDT:YYI-&N>;31KGFDT:YYI-'_GR(% YTM#/^>.!7_ MJ$$>_[%)*_^V4SS_N%U/^[9F8^ZT;W?BK'6)V*1[F:31KGFDT:YYI-&N>;31KGFD MT:YYI-&N>;31KGFDT:YYI-&N>;31KGFDT:YYI-&N>;31KGFDT:YYI-'_GR(% YTM#/^>.!7_J$$> M_[%)*_^V4SS_N%U/^[9F8^ZT;W?BK'6)V*1[F:31KGFDT:YYI-&N>;31KGFDT:YY MI-&N>;31KGFDT:YYI-&N>;31KGFDT:YYI-'_GR(% YTM#/^>.!7_J$$>_[%)-M*_^V4SS_N%U/^[9F8^ZT;W?BK'6)V*1[F:31KGFDT:YYI-&N>;31KGFDT:YYI-&N M>;31KGFDT:YYI-&N>;31KGFDT:YYI-'_GR(% YTM#/^>.!7_J$$>_[%)*_^V M4SS_N%U/^[9F8^ZT;W?BK'6)V*1[F:31KGFDT:YYI-&N>;31KGFDT:YYI-&N>;31 MKGFDT:YYI-&N>;31KGFDT:YYI-&N>;31KGFDT:YYI-'_GR(% YTM#/^>.!7_J$$>_[%)*_^V4SS_ MN%U/^[9F8^ZT;W?BK'6)V*1[F:31KGFDT:YYI-&N>;31KGFDT:YYI-&N>;31KGFD MT:YYI-&N>;31KGFDT:YY MI-&N>;31KGFDT:YYI-&N>;31KGFDT:YYI-'_GR(% YTM#/^>.!7_J$$>_[%)*_^V4SS_N%U/ M^[9F8^ZT;W?BK'6)V*1[F:31KGFDT:YYI-&N>;31KGFDT:YYI-&N>;31KGFDT:YY MI-&N>;31KGFDT:YYI-&N>;31KGFDT:YYI-'_GR(% YTM#/^>.!7_J$$>_[%)*_^V4SS_N%U/^[9F M8^ZT;W?BK'6)V*1[F:31 MKGFDT:YYI-&N>;31KGFDT:YYI-&N>;31KGFDT:YY MI-&N>;31KGFDT:YYI-&N>;31KGFDT:YYI-'_GR(% YTM#/^?.!7_JD_>_[-)*_^Y4CS_NUQ/^KIE9.VX M;7CAL'.+U:AYG,R??:K%EX&UOY&%OKJ,B<6VAX_LH.6TJ^:H:-G?]+3IWZB MTZ=^HM.G?]+3IWZBTZ=^HM.G?]+3IWZBTZ=^HM.G?]+3IWZBTZ=^HM.G?]+3 MIWZBTZ=^HM/_GR(%_YXM#/^@-Q3_JT`>_[1)*_^[4CS_O5M0^KYD9.R\;'G@_MM7*-TZUWGLJD>JW"G'ZYO),"P[>0A\JRBXS2KH>5V*:#G=JA@]'5H8*AU:&"MH=6A@]'5H8*AU:&"H=6A@]'5H8*AU:&"H=6A@]'5H8*AU:&"H=6A@]'5H8*A MU:&"H=7_H"(%_YXM#/^A-Q3_K$ =_[9(*_^[43S_P%I0^L%C9>S!:GK>N7"/-MTK%UH+#H7N\N9M_Q[26A,^PE(W5]V&7VI"]G-R:B*#7FHB@UY[(H->:B*#7FHB@UY[(H->:B*#7FHB@UY[(H->:B*#7FHB@UY[(H->:B*#7FHB@UY[(H->:B*#7FHB@UY[(H->:B*#7FHB@U_(*O^_43S_PEI0^<1B9>O%:7O>OFZ0T;9S MH\:N=K.^IWG N*_R;2AAL^LG(W5HY:4VI]1G-R5CI_8E8Z?V)6.G]B5CI_8 ME8Z?V)6.G]B5CI_8E8Z?V)6.G]B5CI_8E8Z?V)6.G]B5CI_8E8Z?V)6.G]B5CI_8E8Z?V)6.G\C_MH"(%_YXM#/^C-Q3_KD =_[A(*O_!4#S^Q5E0!\A@9NO*9WS=PVV1S[OQI<6T M=+6]L'G MJQ_R*ZGA<^EH8K5G)R1VI69G-R/E)_8CY2?V(^4G]B/E)_8CY2? MV(^4G]B/E)_8CY2?V(^4G]B/E)_8CY2?V(^4G]B/E)_8CY2?V(^4G]C_H2(% M_Y\M#/^D-Q3_L#\<_[I(*O_#4#OIR%A0]9N?49'W:SVF3R,5MIKJ[<+2MLW._MHZUVQYJH>LV2I7_2BJ*&UX2@D=F$HIS7A**$ MHIS7A**$HIS7A**$HIS7A**Z.5U7NCE=5[HY75>Z.5U7NCE=5[HY75>Z.5U7NCE=5[HY75>Z.5U7NCE=5[HY75>Z.5U7NCE=5[HY75>Z.5U7NCE=5[HY75>Z.5U7NCE=5[HY75>Z.5U7NCE=7_HB$%_Z M#/^H-A+_ MM#\;_[]*/G+3CKRTU5/ZMQ;9N#@87W,TV>1N\AKHJR^;J^@MW"XE;)SP(VN M=L6%JGK*?JA_SGBFA]%U18_2=:6/TG6EC])U18_2=:6/TG6EC])U18_2=:6/ MTG6EC])U18_2=:6/TG6EC])U18_2=:6/TG6EC]+_HB$%_Z$L"_^J-A+_MCX; M_<)'*/7-3CGNV51.YN-99=CB8'OU%6;/M,IJGZ'!;.N9NF^TD+5RNXBQ=<"! MKGC%>JQ)R72JA.MQJ8O,<;F+S'&IB\QQJ8O,<;F+S'&I MB\QQJ8O,<;F+S'&I MB\QQJ8O,<;F+S'&IB\S_HR$%_Z(L"_^L-1'_N3X.^<5' M)_#133CIX%),XNE79.ID7WJ]UV;.K3OF^OBKEQM8.V=+!LW>^ M=K%\PG&O@L1NKH?&;JZ'QFZNA\9NKH?&;JZ'QFZNA\9NKH?&;JZ'QFZNA\9N MKH?&;JZ'QFZNA\9NKH?&;JZ'QFZNA\;_I"$%_Z,L"_^O-1#_O#X8],E&)>K8 M33;BYT],W.]58\;F7WBTVF6)I=!IEIC(;*&-PV^HA;]QKGZ[=+)XN7>V<[=[MN6ZU@+QKM(6^;[2%OFNTA;YKM(6^;[2%OFNTA;YKM(6^;[2%OFNTA;YKM(6^;[2%OFNTA;[_I2$$_Z0L"_^S-0_[P3X7[<]&[N]B3SM MZT],S_48KSH7G2KWF2$G=1DD)',9F'R6^@@,5RI7K"=*ETP'BL<+Y[KVN\ M@+)HNX2S:+N$LVB[A+-HNX2S:+N$LVB[A+-HNX2S:+N$LVB[A+-HNX2S:+N$ MLVB[A+-HNX2S:+N$LVB[A+/_IB$$_Z@K"O^X-_WSQST4Y-A%'M;F237+!4Y, MQ/=37[`L77^AXF1]E=MIAXK5,H^"T'&5>\UTFG,+=YUQR7F@;<=]HFG%@:5FMQ6F9L2#;$A:9FQ(6F9L2%IF;$A:9FQ(6F9L2%IF;$A:9FQ(6F9L2%IF;$A:,_[" $_ZX]"/R_,POISSP0U^%"'LKM236_^$U*M_M2 M6Z;Q76F8Z65TC.)]?8/=;X1\VG.)=]=WC'/5>H]OTWV1;-& E&C0A)9ESX>7 M9<^'EV7/AY=ESX>79<^'EV7/AY=ESX>79<^'EV7/AY=ESX>79<^'EV7/AY=E MSX>79<^'EV7/AY?_JB #_[4I!O#(,0?:W3,,R^]"(;[V2#6R_TQ&]?]159OW M76",\&5JA>ML<7WG<79WY'9Z<^)Y?6_A?']LWX"!;=Z#@V?=AX5EW(F&9=R) MAF7??1N9';R&8&++VB6%A]HQB8?;,8F'VC&)AMIHQB8?;,8F'VC&)AMIHQB8?;,8F'VC&)AMIHQB8?;,8F'V MC&+SQ+SMH+_+WS'0>Q_S(4IH_\Z'Y7./RD]_T8S@/[/.GC.6T!Q_V9%;/IM M2&C__XM17O^+45[_BU%>_XM1 M7O^+45[_BU%>_XM17O^+45[_BU%>_XM17O^+45[_BU%>_XM17O^+45[_BU%>_XM17O^+45[_BU', MRPD ON8, ;__'@FD_S 3E?\U'(?_/"1_T0K<_]-,6S_6#5G_V,Y8_]K.V'__M<3U?_W4^??]Y/US_?$!;_W]\6O^'05G_AD)8_XA"6/^(0EC_B$)8_XA"6/^'(-M0EC_B$)8_XA"6/^(0EC_B$)8_XA"6/^(0EC_B$)8_XA"6/^(0EC_B$+_F1\%M_Y8K"_^5-A+_H#X;_ZA')O^N433_KUM%_ZUE5_BI;VCMHWAYXYM_A]N2A934 MBXR>SX61LN E:S'?)FQQ7F>M<)VH]G =*]\O7&ROKEOL;^Y;[&_N6^QO[EO ML;^Y;[&_N6^QO[EOL;^Y;[&_N6^QO[EOL;^Y;[&_N6^QO[EOL;__F1\%_Y8K"_^5-A+_H#X;_ZA')O^N433_KUM%_ZUE5_BI;VCMHWAYXYM_A]N2A934BXR> MSX61HLN E:S'?)FQQ7F>M<)VH]G =*]\O7&ROKEOL;^Y;[&_N6^QO[EOL;^Y;[&_N6^QO[EOL;^Y;[&_N6^QO[EOL;__F1\%_Y8K"_^5-M-A+_H#X;_ZA')O^N433_KUM%_ZUE5_BI;VCMHWAYXYM_A]N2A934BXR>SX61 MILN E:S'?)FQQ7F>M<)VH]G =*]\O7&ROKEOL;^Y;[&_N6^QO[EOL;^Y;[&_ MN6^QO[EOL;^Y;[&_N6^QO[EOL;^Y;[&_N6^QO[EOL;__F1\%_Y8K"_^5-A+_ MM#X;_ZA')O^N433_KUM%_ZUE5_BI;VCMHWAYXYM_A]N2A934BXR>SX61HLN ME:S')FQQ7F>M<)VH]G =*]\O7&ROKEOL;^Y;[&_N6^QO MO[EOL;^Y;[&_N6^QO[EOL;^Y;[&_N6^QO[EOL;__F1\%_Y8K"_^5-A+_H#X; M_ZA')O^N433_KUM%_ZUE5_BI;VCMHWAYXYM_A]N2A934BXR>SX61HLN E:S' M?)FQQ7F>M<)VH]G =*]\O7&ROKEOL;^Y;[&_N6^QO[EOL;^Y;[&_N6^QO[EO ML;^Y;[&_N6^QO[EOL;^Y;[&_N6^QO[EOL;__F1\%_Y8K"_^5-A+_H#X;_ZA' MO^N433_KUM%_ZUE5_BI;VCMHWAYXYM_A]N2A934BXR>SX61HLN E:S'?)FQ MQ7F>M<)VH]G =*]\O7&ROKEOL;^Y;[&_N6^QO[EOL;^Y;[&_N6^QO[EOL;^Y M;[&_N6^QO[EOL;^Y;[&_N6^QO[EOL;__F1\%_Y8K"_^5-A+_H#X;_ZA')O^N M433_KUM%_ZUE5_BI;VCMHWAYXYM_A]N2A934BXR>SX61HLN E:S')FQQ7F>M<)VH]G =*]\O7&ROKEOL;^Y;[&_N6^QO[EOL;^Y;[&_N6^QO[EOL;^Y;[&_N6^QO[EO ML;^Y;[&_N6^QO[EOL;^Y;[&_N6^QO[EOL;__F1\%_Y8K"_^5-A+_H#X;_ZA' MO^N433_KUM%_ZUE5_BI;VCMHWAYXYM_A]N2A934BXR>SX61HLN E:S')FQ MM<)VH]G =*]\O7&ROKEOL;^Y;[&_N6^QO[EOL;^Y;[&_N6^QO[EOL;^Y;[&_ MN6^QO[EOL;^Y;[&_N6^QO[EOL;__F1\%_Y8K"_^5-A+_H#X;_ZA')O^N433_ MKUM%_ZUE5_BI;VCMHWAYXYM_A]N2A934BXR>SX61HLN E:S')FQQ7F>M<)VH]G =*]\O7&ROKEOL;^Y;[&_N6^QO[EOL;^Y;[&_N6^Q MO[EOL;^Y;[&_N6^QO[EOL;__F1\%_Y8K"_^5-A+_H#X;_ZA')O^N433_KUM% M_ZUE5_BI;VCMHWAYXYM_A]N2A934BXR>SX61HLN E:S')FQQ7F>M<)VH]G M=*]\O7&ROKEOL;^Y;[&_N6^QO[EOL;^Y;[&_N6^QO[EOL;^Y;[&_N6^QO[EO ML;^Y;[&_N6^QO[EOL;^Y;[&_N6^QO[EOL;__F1\%_Y8K"_^5-A+_H#X;_ZA' MO^N433_KUM%_ZUE5_BI;VCMHWAYXYM_A]N2A934BXR>SX61HLN E:S')FQ MQ7F>M<)VH]G =*]\O7&ROKEOL;^Y;[&_N6^QO[EOL;^Y;[&_N6^QO[EOL;^Y M;[&_N6^QO[EOL;^Y;[&_N6^QO[EOL;__F1\%_Y8K"_^5-A+_H#X;_ZA')O^N M433_KUM%_ZUE5_BI;VCMHWAYXYM_A]N2A934BXR>SX61HLN E:S')FQQ7F>M<)VH]G =*]\O7&ROKEOL;^Y;[&_N6^QO[EOL;^Y;[&_N6^QO[EOL;^Y;[&_N6^QO[EO ML;^Y;[&_N6^QO[EOL;^Y;[&_N6^QO[EOL;__F1\%_Y8K"_^5-A+_H#X;_ZA' MO^N433_KUM%_ZUE5_BI;VCMHWAYXYM_A]N2A934BXR>SX61HLN E:S')FQ MQ7F>M<)VH]G =*]\O7&ROKEOL;^Y;[&_N6^QO[EOL;^Y;[&_N6^QO[EOL;^Y M;[&_N6^QO[EOL;^Y;[&_N6^QO[EOL;__F1\%_YL M;6GLIW=[X9Y]BMF6@Y?1CHFBRXB.]\>"D{'$?I>WP7]U=JG*K76LQ]MV MK<2K=]W$]W:MQ*MVK<2K=]W$]W:MQ*MVK<2K=]W$]W:MQ*MVK<2K=]W$]W:M MQ*MVK<3_FA\$_Y@]"O^,-!+_]3T9_ZY&)?^U3C3_MUA&_[=A6?6U:FSILG-_MW:AXD-.??J#*EH*LQ(Z'M[Z(C+^Z@Y"%MW^8R[\!H<^K>*7/I7FJR*1YK,:D M>;S&I'FLQJ1YK,:D>;S&I'FLQJ1YK,:D>;S&I'FLQJ1YK,:D>;S&I'FLQJ1Y MK,;_FA\$_Y@]"O^,-!'_ICT9_Z]%)?^W3C3_NE=&_[#M6?2Y:6WGMG&!W*QV MD]"D>Z/(FG^QP).$O+N,B<6WB)#+M(;9SK*&I-&D?*31GWVIRIV]JLB>?:K(MGGVJR)Y]JLB>?:K(GGVJR)Y]JLB>?:K(GGVJR)Y]JLB>?:K(GGVJR)Y]JLC_MFQ\$_YDJ"O^<-!'_ISP9_[%%)/^Y333_O%=&_KY?6?2]9V[GNF^"VK%TE<^HM>:,%GWVTOI>!P+F4BL:UD9++KXV8SZJ*H=*>@J/3F8&HS)B"J6O/!9F_FOVV#V;9SE\VM=ZC$ MI7NWOJ&#P+:,B<:NE8_,)&5SZ*.GM*9AZ+3E(:GS9.&J,N3AJC+DX:HRY.& MJ,N3AJC+DX:HRY.&J,N3AJC+DX:HRY.&J,N3AJC+DX:HRY.&J,O_FQ\$_YDJ M"O^>,Q'_JCP8_[-%)/^\3#/_P55&^\[+=6O/%96_EPVR$V+MQF,RR=:O#K7RV MN:6!O[">AL:HF8S+H962T)N2FI.4C[+4CXJFSH'^*J.N/BJC+CXJHRX^*J.N/ MBJC+CXJHRX^*J.N/BJC+CXJHRX^*J.N/BJC+CXJHRX^*J.O_FQ\$_YHJ"O^? M,Q#_JSP8_[5$(_^^3#/^PU5%^<=+6O')9&_ER&J%UL%OFLJY=*J^L'JVLZE_MOZJBA,:BG8K+FYJ0SY67F=*/E*+4BI"FSHJ/],R*CZC,BH^HS(J/],R*CZC,MBH^HS(J/],R*CZC,BH^HS(J/],R*CZC,BH^HS(J/],S_G\!$_YHJ"O^@,0#_MK&#P8_[9$(_^,3#+\QE1%]LI+6N_-8G#D$S6B&T\5WJ;%\OI^L@<67MJ(;*D*2,SHJBE=&%HJ'2@9RFSH&:I\R!FJ?.@9JGS(&;I\R!FJ?,@9JGS(&;I\R!FJ?.@9JGS(&;I\R!FJ?.@9JGS(&;I\S_G!X$_YLI"O^C,Q#_KSL7_IE$ M(OW#2S'VS%)$\I-)96>C:7W#;U62&R/?76_3VV.%PL]HE['$;:>DO'"RF+5TNXZQ>,*&K7W&@*N"-MRGJIBLUVJ}3.=JFCS'>KJ.IWJZC*=ZNHRG>KJ.IWJZC*=ZNHRG>KJ.IWJZC*M=ZNHRG>KJ.K_G1X$_YPI"O^G,@__LSL6_I*/(/7*2R_N MUE!"YN%65]SD6V!+WF.#NM%HE*G;*,OFZND+4UQ^L'C"=ZV\OG*LM@\EMJXS*;.N9R6ZLG\=NK)_';JR?QVZLG\=NK)_';JR?QVZLG\=NK)_';JR?QVZLG\=NK)_';JR?QVZLG\?_GAX$_YTI"?^I,@[_MCH4^L)#'_#.2B[GW4]-MXNE25]+H6FW!X&*L=1GD;'*:YZ4PVZHB;UQL("Y=+9YMG>Z=+1{O6ZR@C52BO?Y$P_U^Q1-M5LGN66NWXV%\J-AGBYK/:Y>-R6Z@@\1QIWO =*QUO7BP<+M[LVRY@+9HN(;XM9+>/N6.VD;IGMI&Z8[:1NF.VD;IC MNI&Z8[:1NF.VD;IC MNI&Z8[:1NF.VD;K_H8[X$_Z$H"/^Q. O[P#D1L'Y"&=_?1RC3Z4Q-RO%15;[R M6&BMYF%WGMUGA)+5;(^'SV^6?LMSG'C(=]%RQGFD;L1\IVG"@;EFP(:L8K^-MK6&_CZYAOX^N8;^/KF&_CZYAOX^N8;^/KF&_CZYAOX^N M8;^/KF&_CZ[_HAT#_Z8G!_^W+PGRQ$@-X=A!%-+F1BK'\$Q OOA04[+U5V.B MZV%PE>-G>XK=;82!V'&++>M1UD'32>9-PT'R6;,Y_F6C,@YMDRXB=8X1MVW^:MJ#B6?9AHIDUXN,8=:OCF#5D8Y@-MU9&.8-61CF#5D8Y@U9&.8-61CF#5D8Y@U9&.8-61CF#5 MD8[_IQP#_[4C^{])@/5WRD'Q^P\&;KX1"NM_T=H_]-29K_5U2-^6%=A/1J M97SP<&IV[79N<>MZ<6WI?G1KZ()V:..%=V;EB'ECY(QZ8>.1?&#CDGQ@XY)\M8..2?&#CDGQ@XY)\8..2?&#CDGQ@XY)\8..2?&#CDGQ@XY)\8..2?&#CDGS_MJQL"J|==-G<$@"ZR@*NO<[&JS_02F@_T8VE?],08W_5DN#_V%2>_UK5W3Z M<5QO^'9?;/9I86GU?V-G(:D9?.&9F/RBF=A\8YH7_"2:5_PDVI?\)-J7_"3_M.E_PDVI?\)-J7_"3:E_PDVI?\)-J7_"3:E_PDVI?\)-J7_"3:E_PDVK_MQ4! MUL\+_?]$P*Y]RD-K/AY&I[_/B:2_T0PA_]+.8#_5$!X_V%&_HU77?V26%S]DUA<_9-87/N36%S] MDUA<_9-87/N36%S]DUA<_9-87/N36%S]DUC6Q @ QM0) M +CW% 2K_RD.GO\T&)#_.B&$_T$I>O)\,'+_4C9I_UXZ:,/]H/63_;T!A_W1! M7_]Y0U[_?41=_X!%7/^$15O_AT9;_X1'6/^/1UC_D$A8_Y!(6/^02%C_D$A8 M_Y!(6/^02%C_D$A8_Y!(6/^02%C_D$A8_Y!(6/^02%C_D$C$QP<_MJL'_G_ M%@=;?_RH-D/\P%8/_AQW_SXB;O]'*&;_4"QA_UHO7?]D,5O_;#-9_W$U6/]U M-E;_>396_WPW5?]_-U3_@CA3_X4Y4O^).5+_BCE2_XHY4O^*.5+_BCE2_XHY M4O^*.5+_BCE2_XHY4O^*.5+_BCE2_XHY4O^*.5+_BCG_DAT$_Y I"?^--1#_ MF#L7_Z!$(?^F3BW_JUD_Z5D3/^A;EOWFWAJH6!=^>.B8+AAH^+W(^5D]A\EYG4>*"'>T76DHL]SJ:7-<;ZHS&^UJLIMOJW#:;VNPVF]KL-IO:[#:;VNPVF]KL-IO:[#:;VNPVF]KL-IO:[#:;VNPVF]KL-IO:[_DAT$_Y I"?^--1#_F#L7_Z!$(?^F3BW_JUD_Z5D3/^A;EOWFWAJH6!=^>.B8+AAH^+W(^5D]A\EYG4>*"'>T76DHL]SJ:7-<;ZHS&^UJLIMOJW#:;VNPVF]KL-IO:[#:;VNPVF]KL-1 MO:[#:;VNPVF]KL-IO:[#:;VNPVF]KL-IO:[_DAT$_Y I"?^--1#_F#L7_Z!$ M(?^F3BW_JUD_Z5D3/^A;EOWFWAJH6!=^>.B8+AAH^+W(^5D]A\EYG4>*"'>MT76DHL]SJ:7-<;ZHS&^UJLIMOJW#:;VNPVF]KL-IO:[#:;VNPVF]KL-IO:[# M:;VNPVF]KL-IO:[#:;VNPVF]KL-IO:[_DAT$_Y I"?^--1#_F#L7_Z!$(?^F M3BW_JUD_Z5D3/^A;EOWFWAJH6!=^>.B8+AAH^+W(^5D]A\EYG4>*"'>T76D MHL]SJ:7-<;ZHS&^UJLIMOJW#:;VNPVF]KL-IO:[#:;VN MPVF]KL-IO:[#:;VNPVF]KL-IO:[_DAT$_Y I"?^--1#_F#L7_Z!$(?^F3BW_MIUD_Z5D3/^A;EOWFWAJH6!=^>.B8+AAH^+W(^5D]A\EYG4>*"'>T76DHL]SJ:7-<;ZHS&^UJLIMOJW#:;VNPVF]KL-IO:[#:;VNPVF]-MKL-IO:[#:;VNPVF]KL-IO:[_DAT$_Y I"?^--1#_F#L7_Z!$(?^F3BW_JUD_Z5D3/^A;EOWFWAJH6!=^>.B8+AAH^+W(^5D]A\EYG4>*"'>T76DHL]SJ:7--M<:ZHS&^UJLIMOJW#:;VNPVF]KL-IO:[#:;VNPVF]KL-IO:[#:;VNPVF]KL-1 MO:[#:;VNPVF]KL-IO:[_DAT$_Y I"?^--1#_F#L7_Z!$(?^F3BW_JUD_Z5D M3/^A;EOWFWAJH6!=^>.B8+AAH^+W(^5D]A\EYG4>*"'>T76DHL]SJ:7-<;ZH MS&^UJLIMOJW#:;VNPVF]KL-IO:[#:;VNPVF]KL-IO:[#:;VNPVF]KL-IO:[# M:;VNPVF]KL-IO:[_DAT$_Y I"?^--1#_F#L7_Z!$(?^F3BW_JUD_Z5D3/^A;EOWFWAJH6!=^>.B8+AAH^+W(^5D]A\EYG4>*"'>T76DHL]SJ:7-<;ZHS&^UJLIMOJW#:;VNPVF]KL-IO:[#:;VNPVF]KL-IO:[# M:;VNPVF]KL-IO:[#:;VNPVF]KL-IO:[_DQT$_Y I"?^-!#_FCL7_Z)$(/^I32W_JE@_ZAB3/^D;%SU-MGW9L[)E_>N21AX;>B8V0V(.3F--^F9_0>IVDS7:BJ&6@XO9CHJ6TX>0H,Z!E:/*?)}MQWB?LL1UI;,"UP7F3OVS9V#QKW!RYJEX@]N?.M?I/2EX.ARXZ)K,2&CK7_@)2]O'N:P[IZH\6W>:O'K'.LOJ=UL,^E=[6ZI7>UMNJ5WM;JE=[6ZI7>UNJ5WM;JE=[6ZI7>UNJ5WM;K_E1P$_M_Y,H"?^6,0__H3D5_ZI"'_^R2B$_ME_[===3ONV96'PM&YTY*UUAMFD>Y,/MFX"FQY*%L<&*B[N|AY3 NX6=Q+:,"L,>P?JK(I7>JR*%YL,&?>K,\GWJSO)IZ MLJR?>K,\GWJSO)IZLJR?>K,\GWJSO)IZLJR?>K,\GWJSO)IZLJS_E1P$_Y,H M"?^7,0__HSD5_ZQ"'_^T2BS_N5,_JI<3OBZ9&+ON&QUX()SB-BI>9G-GWZI MQ9B$M+^3C+RXC9/!LXF9Q:Z&H)GILJ=\LZFA@KNAG(C!MFIB/QI26ELF0E)_+BY&HS(>.K,;'C;#!AXVPP8>-L,&'C;#!AXVPP8>-L,&'-MC;#!AXVPP8>-L,&'C;#!AXVPP8>-L,'_EQL#_Y4G"/^=+PW_J3@3_[-'?^_M2"K\Q4\[!LE73NW-7F/BRV1XTL1JC.2[;YRXLG6IK;MILZ.F@+N;H8;!E)V-MQ8Z.E.B*F9W*AIFHRX*3K.:"DJ_!@I*OP8*2K\&"DJ_!@I*OP8*2K\&"DJ_!M@I*OP8*2K\&"DJ_!@I*OP8*2K\'_EQL#_Y4G"/^>+PW_JC@3_[5 '/^^2"GY MR$XZ\\U63>K37&+>SV)XS<=HB[^^,INRMW.HH[!YLIZK?KJ5IX3 CJ.+Q(BAMDL>#GVG)@*'GRGV:K,9]F*_!?9BOP7V8K\%]F*_!?9BOP7V8K\%]F*_!?9BO MP7V8K\'_F!L#_Y8G"/^@+PW_K#<2_[+=_&_W\2"UTGV7XMJ]-43.;96F+8U&%WQ\MGBKG#;)JMO*GH;9WL9BQ?;B/K8*^B*J)PX*HD,9]MIYG(>]>ER7>BK,5XG(#!>)^PP7B?L,%XG(#!>)^PP7B?L,%XG(#!>)^PP7B?L,%XG(#!>)^PP7B?L,%XG(#!>)^PP7B?L,'_F!L#_Y]:(M8"\@;*&P'NPC<-VKI;% M-02=GC M5U_)WUYTNM=DAJS/:9:=QVVCD=/2<_H5E[MY%URLMYD@J/4:9&5RVVQ<+E\M6NW@:AGMH>Z8I60NV&U_MF!QCMZ:Y8[>FN6.WIKECMZ:Y8[>FN6.WIKECMZ:Y8[>FN6.WIKG_FQL#_YLE!_^K+0G_N34-\L<^%>751A_:XTDSS^M.2<;M5%VWZEQN_MJ)C?9K9:8J.TFV4A,QOFWO(=;%SQ'BF;L)\]6G @:QEOH>N8KV.L%^]Ef|%>MO)ZQ7KR>L5Z\GK%>O)ZQ7KR>L5Z\GK%>O)ZQ7KR>L5Z\GK%>O)ZQ7KR>L5Z\ MGK'_G!H#_Z_D!O^P+_CYP#0+Z<\[$-K?0AW.Z4DSQ/%.2+OR4E]M\%MIGN=C M=I+@:8&'VF^:)M1SD'?1=Y5QSGN9;,Q_G&C*@YYDR8B@8<>.HE[&E:1UD;8KG M:W:XG!]>=YU@G/>H=NV7Z*:]>'C&?5AYMDUC(N08=.0@[1EI1 MFH-FH-FH-FH/_HQD"_[8=M>G,%P'/XQX#PO S$K7Z0'"*I_T0PG?])/97_4$B+_UM0@OUE5WKY;5UT]G-A M;_1Y9&OR?F=H\8)!9O"&;F3OBFOB[HYM8.V2,EWLEW!/]E2W"_;4]L_W-2.?]Y M56;^?E=D_8)88OR&66'IBEI?^HY;7OJ27%SYEUU;^)M>6_B;7EOXFUY;^)M> M6_B;7EOXFUY;^)M>6_B;7EOXFUY;^)M>6_B;7EOXFU!ZN0X S3E8 M_WTZ5_^.U;_A#M5_X<\5/^'+/5/_D#U2_Y,^4O^3/E+_DSY2_Y,^4O^3/E+_ MDSY2_Y,^4O^3/E+_DSY2_Y,^4O^3/E+_DSZ]Q04 L-<% *'_$ .9_R(B_\[M#W[_.!5S_S@::?!_'V+_22-;_U$F5_]:*%'7_8BI2_VDK4?O+%#_M2R?_GU8T_YYA0O^:,;5#_E7==!X^:!:/&)BW+K@)YWV8@N-XG8C@=*,W7*H MD-MOK9/:,K.6V&RZF-9KPIO1:A2P&G'HAP&G'HHAP&G'HIZ?I'6DLURJC+ M;[*KR6VXKL)IO+'\:\"MVW$I;=MQ*6W;<2EMVW$I;=MQ*6W;<2EMVW$I;=M MQ*6W;<2EMVW$I;=MQ*7_C1L#_XLG"/^:,_W_F#<3_Z!&_^G2";_JU(T_ZM<_M1/^I9E3ZI7!D\)]Y<^>8@H'?CXB-V8B/E]*!E:#,>YNGRG:AK<=SJ+'%<*^U MP6VWM[EKN+6S;KVNL'#!J+!PP:BP<,&HL'#!J+!PP:BP<,&HL'#!J+!PP:BP M<,&HL'#!J+!PP:C_CAL#_XLF"/^,_W_FC82_Z(_&O^I2"_KE$T_ZY;1/^L M9%7YJFYE[Z5W=N6=?X7M<)U!G|=+&[N"'S MN[%OMKBL<;NQJ7._JZESOZN1<[^KJ7._JZESOZN1<[^K MJ7._JZESOZ0_CAL#_XPF"/^0+PW_FS82_Z0_&O^K1R;_L5_T_[%91/RP8U7V MKFQG[;IU>,.A?*

{C9F(.6T9")H\|'CZW%@I>TPG^@N+Y\]+N[>K"|L72RO:ER-MM+NF=+FSHW:^K;-VOJVC=KZMHW;^K;-VOJVC=KZMHW;^-MK;-VOJW_COL#_XPF|_^1+@S_G382_Z8^&O^M1R7_LT\T_I181/JT85;SLFIH-M[*]S>N&F>HO6G8":S92&I|:-

C;^_AY2UNH+BUGGF|KYYYO:^>>>;VOGGF|KYYYO:^>>>;VOGGF|KYYYO:^>>>;VOGGF|KYYY-MO;__COL#_XTF|_^3+@S_GC41_Z@^&?^O1B7_MDXS_K=71/>W8%;PMFAIZ+-PM>]ZJ=5W0GR=QY>#[^0BJ^XBY&VLH:8NJV#H+V(@:F_I7ZPP)QY:,^>[>W-MF'V[U)A|N["8?;NPF'V[U)A|N["8?;NPF'V[U)A|N[#_MD!H#_XTF|_^4+0S_H#41_ZD^&?^Q1B3_N$TS_+M61/6[7U;MNV=IX[5N?=:L-MV;HZ[K72@@*^?FX:UF)>.NY.5E;Z.DIW!BI*GPH:.KL*$C;2[A8RYM(6,N;2%C+FT-MA8RYM(6,N;2%C+FTA8RYM(6,N;2%C+FTA8RYM(6,N;3_D1H#_X\E!_^9+_O__MIC0/_[-\%_^Y1*+\P4LQ],E20NO-65?R6!JS\)F?<*Y;(VVL7*;JZMXJ]*E-M?-JZ9H(2UDIV+NHR:D[Z'F0>A)>EPH"6K\)_DK.\@)&XM8^1N+6-D;BU@)&XM8^1N+6-D;BU@)&XM8^1N+7_DAH#_Y-E!_^;+-K_IS0/-M_[(%O^[1"'YQ4LP\?-26%3:SEYIRL9E?+V]:XRPMG":J;!V19RJ?*V3-MIH*TC*.)N8:@D+V!GIF_?9ZBP7N>K\%YF;.\>I>XM7]7N+5ZE[BU>I>XM7]7-MN+5ZE[BU>I>XM7]7N+7_DAD#_Y-E!_^=*PK_JC;._[4\-M%?R_1"#TR$HN[=-0/^/85E/3TEUHQ[?":8NJNV^8G[9THY6Q>JR-K8"R-MA:J'MW^GCKMZII>^=Z:@OW2FK;]SH;2[=)ZXM72>N+5TGKBU=)ZXM72>N+5T-MGKBU=)ZXM72>N+7_DQD#_Y$D!_^?*PG_K#,-_[@[%/C#-M0Q[OS4HLY|//=W>5'-V%MGOL|B>K#(9XFDPFV7F:QRH8^X>*F&M7ZP?[*%_MM7FPC+ATKY6[<*^?O&ZOK+QMJ[6Y.J>YM&ZGN:1NHFT;J>YM&ZGN:1NHFT-M;J>YM&ZGN;3_E!D#_Y(D!_^B*@C_L#(,_KPZ$O+'0ASH-MTTDIX>%,,]3C4U'W5IEMJ5@>*G/9H>=R6N4D<5PGH?!=J9_OGRL>+R$L7*ZMB{1MN9.V:KBW|AGM[>V:+*[L6BRN|%HLKNQ:+*[L6BRN|%HLKNQ:+*|-ML6BRN{%HLKNQ:+*[L6BRN|'_E1@#_Y4C!O^E*0?_M#$*^,$Z$.O.0AC@W45+.\OG45"|XUECK}Y?=*+898.6TVJ/BLYOF7_(-80!/4XT4FRNM+-M.\'L3T^SZ%@=IN5?;YKB9GDR.W&R&A-5QCWK0=95SS7];,.I_GV?'A*)GD1D-M7\21HES$F:=:PZ2G6L2PIUK$I*=:Q+"G6L2PIUK$I*=:Q+"G6L2PIUK$I*=-MQ+"G6L2PIUK$I*?_F!<"_YX@!/^O)@7XP"X&YM-S"-7A/!3)ZD4HO_)*.[7Q-M3DRI[U9;G>U?:)+J9W.'XVU\?MYR@G;;>(APUWV,.]2"D&;2AY)CT8R57\^2-MEES.F9A9SJ*96.VKFEC-JYI8S:N:6.VKFEC-JYI8S:N:6.VKFEC-JYI8S:N:-M6.VKFEC-JYK_FA<"_Z4>-_^W(P/MR28#UMXI:LGI.Q>^\T0H_A).JCW34B?-M]E5X#7?&(GQ:&B-[&]P>.AU=7+E>GEMXG|I:>"$@&7?B0)BW8Z&?IR3AEW;-ME#=:K)&-FHB5C9J(E8V:B)6-FHB5C9J(E8V:B)6-FH-MB5C9J{G_G!8"_ZT;-O;!"0':VA,!R>@I":WS.QFR_4,HIOY-IS]3$.3_55-MBOU?5H'Y:5UY]7!B<_)V9V[P?-&IJ|H%M9^R&;V3KBW%AZH|R7^F4=%WHF?5:-MYZ!W6..F>%CFIGA8YJ9X6..F>%CFIGA8YJ9X6..F>%CFIGA8YJ9X6..F>%CF-MIGC_HA4!_[<5-C/"P##YQ,"O/,1"[\].QFD_TFF?]%_I_2SR"_U1$?_]?-M2WC_:5!Q_W!4;/UV6&GI?%IF^H%<8_B&7F'WBU]?H!A7O:58ESUFF-.I*!D-M6/.E95CSI658\Z5E6/.E95CSI658\Z5E6/.E95CSI658\Z5E6/.E95CSI67_-MK1UL,(.C3"@"[]!4#K_\J#:/_-QB7_STBB_]#+(',2C1Z_U(Z<_]>/V[_M:$-I_V!9OIU26/_>TMA_X%,7_^%3EW_BD]<_X]06O^345G_F%)7_YY35O^C-M5%,_HU16_Z-45O^C5%;_HU16_Z-45O^C5%;_HU16_Z-45O^C5%;_HU39N@4-MQ<<'_+G9"_"L_Q<%HO\K#97_,Q:)_SD>?O]-)77_2"'MM_U-P9_]:-&/_93=@-M_VTY7O]S.US_>#U:_WT^6/^"/U?_AD!6_XM-5?-^/053_E8)3_Y1#4?^?0U"_MGT-1_Y]#4?^?0U"_GT-1_Y]#4?^?0U"_GT/&O@4-M\T%-M-*K5D"_&?_QD&E/H#@(?_+A-[_5494_]2(%#_62)--_V-C2_]FM)$K_:R5)_V\E2/]S)D?_=R9&_WLG1?]^)T7_@BA$_XNILLWWI:KE_YVC_@>9GQX/C9<^%W6/8AM-@VH?38-J'TV#:-MA]-@VH?38-J'TV#:A]-@VH?38-J'TV#:A]-@VH?_@QP#_X_G!_]LPW_AC@1_M_XY_&?^322+_E54M_Y-A.?^0;47_BWA/_X;$6?R"CF'W?99H]'B=:,O%THW/N_M<:EWI&ZN>NILLWWI:KE_YVC_@>9GQX/C9<^%W6/8AM-@VH?38-J'TV#:A]-@_MVH?38-J'TV#:A]-@VH?38-J'TV#:A]-@VH?_@QP#_X_G!_]LPW_AC@1_XY_M&?^322+_E54M_Y-A.?^0;47_BWA/_X;$6?R"CF'W?99H]'B=:,O%THW/N<:EW_M[&ZN>NILLWWI:KE_YVC_@>9GQX/C9<^%W6/8AM-@VH?38-J'TV#:A]-@VH?_@QP#_X_G!_]LPW_AC@1_XY_&?^322+_E0^M_M_Y?.?^3:T7_CG=1_XB"6_]$C&3U?VJ1Y1K\7J;(B6GQ@1%R[7V8>>EXGW_E=*2$XW"JB.!ML(S>.I>/MW6[_D=MIR)/59L^5RV31D\9EU{[&9=2.QF74CL9EU([&9=2.QF74CL9EU([&9=2.QF74CL9EU([_A1L#_X{F[_^"_S_CC40_Y8I&/^<1B'_H%_M_Y]:_-_^<-M9DC_F"%6^Y-\8O2-AFWNAXYWZ("5@.1ZG(?@=:*,W7*HD=IOKY78;;>9U6O-MG-)IR9[)9PF?-F+YIT9.^:-=&3OFG1D[YIT9.^:-=&3OFG1D[YIT9.^:-=&3-MOFG1D[YIT9/_AAL#_X;F!_^%+PO_D#00_YD|%_^?1B'-HT\M_Z-:._^@9$G_MG6]8^IAY9?&2@W'JBXQ\Y(.2AM]!F8[:>*"5UG2GFM-PKI_1;;;CSVO-I<=-F-MPJ?-;;.BNVK+F[=LSI:W;.Z6MVS.EK=LSI:W;.Z6MVS.-MEK=LSI;_AAL#_X.F!_^'+@O_DS00_YL\%_^A12#_ITFM_Z98._^D8DK\H6Q9-M]YQV:.^6@'7GCXF!X(>0C-JEI75>IZ=T76EH\UPK*C+;,6LQVN^K;UHOZRX-M:\.FLVW{G[OS)FP,\R9L&_,F:[OS)FP,\R9L&_,F:[OS)FP,\R9L&_,F:!O-MS)G_AO#_X0E!_-)0_E3,/_YT\%O^D1"#_]DPM_ZI7-_ZH8$QX6I:\Z%T-M:NVC[L=T[ZW$<{6OOW"\L+5KO+"P:L&I-MK'#&HJERRIRI@-M>GS?-EX**U8Z(F,V%CZ'\@}>GPGN>K+UXIZ^Z=K"QMW6ZLJUPNK*I<;^LI73$-MI*-UR9ZC=HW7)GJ-UR9ZC=HW7)GJ-UR9[_B:IH#-M_X4E!_^,*PK_F#(,_Z$[%?-^I0Q__KTLL_[%4,_BQ74OQKV9JNSK7FVM*9TN;2B=;VOGW?#IUY-MQZ"=><>@G7G'H)UYQZ"=><>@G7G'H)UYQZ"=><>@G7G'H)UYQZ#_B!H#_X4E-M!_^.*@K_FC(._Z,Z%?-^K0A[_L4HK_;53,_:U?ENLV!E;YL;INE;NQF7O!]DA\Q0*8-M?:.BF'S&HIA\QF*8?;.BF'S&HIA\QF*8?;.BF'S&HIA\QI+_B1H#_X8E!O^0-M*@K_G#$-_Z4Z%/^M0A[_M$HK^[A2.O.Y6DOJN&)>X,%J<-.I<('(H'>/OYE^-MF;>2A:*PC(RIJHB4XJ6$G6+*@@J2UG8&NMIE_M[>4?;JSDW_]I)_Q-.2?\6CDG_%HY)_Q-.2?\6CDG_%HY)_Q-.2?\6CDG_%HY)_Q:/_B1D#_X8D!O^1*0G__MG3$-_ZW+5G<.@;FTCH._]XV#Q*6-@\2EC8/$-MI8V#Q*6-@\2EC8/$I8V#Q*6-@\2EC8/$I8V#Q*7_B1D#_XW"5TKDOU]=UKEF<,FP;8"^]'..M*!ZF:N:@**D-ME8>IG9&.KI>.EK*2BY^UCX]IMXR*M+B(AKBUB(>^K(B'PZ:(A\.FB(?#IHB'-MPZ:(A\.FB(?#IHB'PZ:(A\.FB(?#IHB'PZ._BAD#_X?]&>FH2H-MEY:.KI&3E+*.D9RUB('FMX6/L,B'C+>V@HR^K8.,PZ:#C_.F@X5#IH.,PZ:#-MC_.F@X5#IH.,PZ:#C_.F@X5#IH.,PZ:_BAD#_X@D!O^6*C_HS_,ZTX$O^V-M0!OZOD@G\<=,-.^?,54CZ"8GX*HD9N)-MK8J9DK*%EIJU@96DMWZ5K[=[DK>V?9&\KGV0PJ=]D,*G?9#"IWV0PJ=]D,*G-M?9#"IWV0PJ=]D,*G?9#"IWV0PJ?_BQD#_XDD!O^8*-C_I2\+_[-X$?^Y0!GX-MPD305$;5RUM;Q\-B;KJ[:'ZNM&Z+HZYSEIJ[>I^2I8"FBJ&'K(2?-MC[%^G9BT>IRAMGB;K+9UFK>V=YB|KGB6P]=XEL*G>);"IWB6PJ=XEL*G>);"-MIWB6PJ=XEL*G>);"IWB6PJ?_C!@#_XHC!O^:)P?_IR*_[.W#_R]/QCSQD8C-MZM!,,N#54D7/SUE:P)Z+K'ZE@ZB%|GVFC*]X-M]6R=*.?M'&CJK5O1+FT<#"^K7*=PJ=RG<*G:Z[&97JBP&[(E|MPDHVW=9N$LWRB?;&#]':OB|QOK9.O-M,:V=L6]MJ;)HK;>Q:JF_K&NFPZ9KIL.F:Z,#IFNFPZ9KIL.F:Z,#IFNFPZ9K-MIL.F:Z,#IFNFPZ;_C1@"_X\@!?^@)@;_KBT(_;LU#/"/1/ETT0!(+=#A-M3T+"VU96M--=:*?-8WB:R&B%C\-NCX7_=)AJO7J>=KJ!"YB:AKN)*I9[>-<MK6&XJ*UCN+:M9+7!]66PQ:1EL.6D9;#%I&6PQ:1EL.6D9;#%I&6PQ:3_CA<"_Y.?1/^D)07_LFR]&I\$S">C:/_=R=77C>'MOX'Z_:=V$A&3;BH=@V9&)7=B8BUK6H(U8UJB-M5M6TCE35P8Y4U<&.5-7!CE35P8Y4U<&.5-7!CE35P8Y4U<&.5-7!CE35P8[_ME!4_Z09-O^W'-IRQ8!T>$=-M-L7L,0ZZ]4_>KO=%+J/U2CR:]%!(D/-:4X;S-M8UM^\FQB=_%S:'\N>FULZX!P9^F&28>EKCGGM8XZ5]5N*O-M?E3AN'Y4X;A^5.&X?E3AN'Y4X;A^5.&X?E3AN'Y4X;A^5.&X?E3AN'[F!,!-M_ZT4_?/##P@2V-L-Q.P>!+CV,1&M_3X>HOU#*Y?\2#>_-_$]!A?Q927W\B?E-M&U6EYH]%A9/6'8V'SC65?\I-G7?&9:%KPGFE8[Z5K5N^M;%3N-MM&U4[K1M5.ZT;53NM&U4[K1M5.ZT;53NM&U4[K1M5.ZT;53NM&W-HQ_\;D,-M_;)"0#$WPL-MOO]8/W(_8D5N_VQ)-M;?]S3&;_>D|C_X!10/^&4U[_C%1<_Y)56OZ85UG]G5A7_*195?NK6E3|L5M4-M^[%;5/NQ6U3|L5M4^[%;5/NQ6U3|L5OPKP@-S;\',#-M"_"T[@X"]?-M\A)+UA{K\'Z7<-QYGGKH=#6-Y"KA>)LLXG@:KN,WFC&C|IFT9+.8M&2-MQV35C,%EVX:]9MV"O6;=@KUFW8*]9MV"O6;=@KUFW8+_-M?-1L#_WHF!O]_+_K_BS$-_Y,Z$_^80AS_G4LF_YU6,_^:.84#_EVQ-^YV6O>-M6:GRB(QP[(*4>>=[FX'C=:*(WW&ICMQML9+9:IN6UVG(P<"'1V'*GE|)MKYW/;+F?S&O%H;-GQZ"\;,N;MVK0E+)L-MU8VO;-F)KVS9B:|LV8FO;-F)KVS9B:|LV8FO;-F)KVS9B:|LV8G_?AH#_WLE-M!O^-#*@G_CS_,_Y@X$O^>01O-HTDF_Z92,_VD74'WH6=0\9QO7^N7>VWECX-Z-MWH)+AM5^DU'>)F7RG2AG,=OJI_#;I.AP6Z_H]HKQ.-S:\B?KVW-F*MOTI&I-M<-.;]7#6C*EPUHRI<-.;]7#6C*EPUHS_>0U^&-M*0C_DB_YLX$O^A0!K_IT@E_ZI1,OFI6'SIF11[*)N8>6:=G#!PY)_B[R+AI2U-MAHZ:KX&5H*I^G:2F>Z:GHWJPJ:%YO*F;=\&HF7G'H)AZS9B7>]&3EWO1DY=[-MT9.7>]&3EWO1DY=[T9.7>]&3EWO1DY=[T9/_@1H#_WXD!O^_)@?_F"X*_Z(V-M$/^-I/AC_KT8C^+5-,/"W5D#GM5Y2W:YF9-"E;G/&G76-O99\B[60@Y2NBHN;-MJ(:2H*.*FJ6??-Z.HFWZMJIAIN:N4>\"DWW&HD]^S)F1?]"4D7_0E)%_T)21?I"4D7_0E)%_T)3_@1D#_WXD!O^-)@?_FBT*_Z0U#_^L-M/A?-^LD4B|KA,,.V\5$##DN%U1U|)D8\NI;'/-H7._MYIZBZ^4@).HCXB;HHJ/-MH)R'EZ67A*"HE(*IJ&"M:N-@;^KC8%(R"RYN,@L^5C(+/E8R"SY6,@L^5-MC(+/E8R"SY6,@L^5C(+/E8R"SY7_@AD#_W\D!O^/)0?_G"T)_Z8U#O^N/1;\-MM44A\|O++NK\4C_@O%M1T;5C8\;M:G*[I7%_LIYWBJF8?I.BDX6:FX^-H);,-ME:61B9VHC8>GJX[!JR\[^LAH;$I8>&RIR'ALZ7AX;.EX>&SI>'ALZ7AX;.EX>&SI?_@AD#_X_C\?^1)0?_GBP)_GZ@T#?^O/!7ZN*O?M\+]++>?%43W[L1*-M*^3)43O5Q%A/R+Q@8;RT9W"QO6U|IZ=SB9ZB>9*6G8"9CYJ{GXF7D*2#E)BH-M?Y.BJGR2K:MZDKNL>I'#IGN0R9Y\C\V8?(_-F'R/S9A\C\V8?(_-F'R/S9A\-MC\V8?(_-F'R/S9C_@Q@"_X0A!?^5);_HBL(_ZTS"_ZW.Q+TP$(8+>X96^KLFM\H;QOAYBG>)"0HWZ8B:'"%GH*=C;-]FY:G>)F@-MJ769]ZISF;BK#G'NDBZ%VHI2F<.&=IVZ@-MJ:ELH;.I;.'#IF^=R9YPG,V8<)S-F"'!/^:(@3_]"D&_[4P"/;._]KRT-5X=A&(-/82S;%T%1+-MM\E;7*O#8FR?OFAXE+EN@XNUZ^\F76MB9YOJY*B:ZJ(03_K"<%;,HO!N_'-@KCU#X0V-]#'\O>2C2^UE)(L-I;-M6J3*8&F8QF9VC<%L@(2^;L1^CVC#AY1CP|"77\&;F5S!HI;PK.;6L/%-MFEN^SY5#9]%_B&+0AXM>T)&.6M"><1L:7+D=&]LXWQT9^2*$>&+BC7M>XI5^6^">@%C?IX)5WK]Z^@U+>TH-1-MV=R"4=G<@E'9W()1V=R"4=G<@E'9W()1V=R"4=G<@E'9W(+_CQ,"_Z03:?ZX-M$@#6S-L-S.01-<#O)@>U]3@5JO1-(I_S1C"5\DL\C/%41H+P74]Z\&96=/!N-M7&!O=F%]WYD9>^&.&'OCFI>]I9M6^V>;UCKI7:6ZZYQ5.JXG5G5G5U85+VP6%0LIB4/,*.M8E#VRF)0LIB4/,*8E#VRF)0LIB4/,*8E#VRF+,HPL-UK@&_,;$!P"IU-D-ML/P4Z,.*0N<_S45D\A[*H;_0B9|_TDN=?]1-&_6SH_V4^9?]N06+_=41?-M_WQ&7/^#2%K_BTE8_Y-+5O^;3%7_HDU3_ZE.4?^Q3U#_NU!/_\-13__#44__-MPU%/_\-13__#44__PU%/_\-13__#44__PU':KP(_QKP%_+G)\0"MVP@-H_\7-M!)K_*PN._S$2@_\X&GG_0"!P_T7O],(EC_5"55_UTG4O]E*5#_;"I._W,K3?]Y-M+$S_?RU*_X4N2?-^,+TC_DC'_IUYP1?^@,43_J8}-#_ZXR0__^N,D/_KC)#_ZXR0_^N,D/_KC*XN@(_]L@_)W9_"2_PP"B?\:\'W_(0AR-M-R@=,:1:_T-75/|&D__3QQ_U<=2?]=-'D?_8R!%_VD@1/IO(4+_M="')_WHB0/^_(S_AB0^_XPD/?^2)3S_F24[_YXF._^>)CO_GB8[_YXF._^>-M)CO_GB8[_YXF._^>)CO_GB:KP0_G=_(_A"&_PX">O\5_VI_'_9D_R,)-M7\K#%7_,PI/_SL12?]"$T;_211"_T\60/|5%C|_6A<_U\8._]D&#G_:!DX_M_VT9-_]R&C;_=OHU_WP:-/^!&S/_B:LR_XT,:O^-&S+_C1LR_XT,:O^-&S+_-MC1LR_XT,:O^-&S+_C1O_7LY_W:(0/]SDT7_<)U*_VZF3O]KK5'_:,13_VB[5?]FPU?_8\=9^V',_M6_=?TUSS7MU=\%SC7NM;Z5_G6>]@Y5GQ7^59\5_7LY_W:(0/]SDT7_<)U*_VZF3O]KK5'_:,13_VB[5?]FPU?_8\=9^V',_M6_=?TUSS7MU=\%SC7NM;Z5_G6>]@Y5GQ7^59\5_E6?%?Y5GQ7^59\5_E6?%?Y5GQ7^59\5_7LY_W:(0/]SDT7_<)U*_VZF3O]KK5'_:,13_VB[5?]FPU?_8\=9^V',_M6_=?-MTUSS7MU=\%SC7NM;Z5_G6>]@Y5GQ7^59\5_E6?%?Y5GQ7^59\5_E6?%?Y5GQ-M7^59\5_*OI^:&/_>G+@I_M_WB$O0IUDDC_^&+,7_5@TV!P-M7MUB|%SD0^A;Z63B6N|BX%KP8N!:\&+@6O!BX%KP8N!:\&+@6O!BX%KP8N!:_M\&+_<1T#_VTH!O|N,G_>#0,_W\|$O^#1!G_ATXA_X9;*_^#:#3_?W4]_WR"-M1?]YCDS_=IE2_W*A5O|OJ5K^:;!>_&JW8?MHOF/Y9L9E|&/,9_!ATVGK7]YK-MYEWE:.!;Z6W97.YHUESO9]9<[V?67.!GUESO9]9<[V?67.!GUESO9]9<[V?_-MS(,_X,Z$?^'0QC_BDPA_XI9*_^'937_@W(__W]^2/|\-MBU#_>996_W6?7/URIF#Z;]UD^&RT:/9IO&OT9\5M\&3,<.MATW+E7]ISWESEM=-9IFO-7NYKS5[N:\U>IFO-7NYKS5[N:\U>IFO_.9BU7K>7]|\TUWC>|U?-MYG;'8.IPQF#L;L9@[&[&8.QNQF#L;L9@[&[&8.QNQF#L;L9@[&[_=!P#_W-G-M!O|V*PC_@2\+_XDX$/^.0!C_DDDA_Y-4+/^@8#?_C&Q#_X=W3?N#@U?X2XY@-M]GJ79_-VH&[P.MKN'SH.;_YF;-@M]BV(317]R%RF#@?\5AXW]_-M8^ATOF/!%JLX;>9IV*VF7*C=)BU/[(0MB*PF/U_JA85JY7Z-=.:X-ME7W;0RVC#D)\KFKD-M>:YJY'FN:N1YKFKD>:YJY'FN:N1YKFKD>:YJY'G_=AL#_W(F!?]_)P?_BBP*-M_Y,U#O^9/1;_GD8?_Z%.*_N@63CUG&-&[YAM5.B0=V+BB'|OVH'"'>])ZCX/-M=9>)R7&?C<5NJ)'";+&3OVN\E;UKRY6V:="4L6O5C:QLVX.H;>|_IVWB?*=M-MXGRG;>)\IVWB?*=MXGRG;>)\IVWB?*=MXGS_=AL#_W,E!?^)@?_C&QD_Y8T-M#O^=/!7-M_J5,*O>E5SCPHF%'Z9QJ5N&4I.*-MOW:;C|HSHY.W<*R6M&^WE|%QO)BL;|_H''@?Z!QX'^@<>|_H''@?Z!QX'__=QL#_W0E!?^#)0;_D"L)_YDS#?^@M.Q3_I4,=^ZE+*?.J5#CLJ%Y'XZ%G5[J9;V?/D7ASQX]?<&$B(6[?X^+M7]7-MD+%WGY2M=*B7JG.RF:=ROYJD@9IUWH&:==Z!-MFG7>@9IUWH&:==Z!FG7>@9IUWH'_>!H#_W8D!?^&(P;_DBH(_YLR#/^C.A/__MJ$(<^*U**/"O4C?GK%QY]WJ5D6-&=;6;(E755PQ\?;F)A(6S@XR.K7^3D:E[-MFY6E>;29H7>NFYYVNR==\]-N&E'C=@%1YXW8.4>-V#E'C=-M@%1YXW8.4>_>!H#_W@C!?^(P;_E"H(_YXQ"_^F.A+^]T(G-M];!))^RU4#;CL%I&V*EC5\RA:Y;'FG)RNI-Z?+,_@86LB(F,IH20D&:F);=-M?:&:F7NJG)9[MIV4>|:>DGO-F)%\TY"/?-F(CWS1H#_WHB!?^*(@7_EBD'_Z_Q"_^H.1'[KT$:\K1(-M)NFY3S3?M%E%TJUA5L>E:66|GG!RM)=W?*V1?H6FC(,,H(B-D9]%E9:6@IZ:-MDH'GG8]_LYZ-@,*>BX#,FHN!TI**@-B)B8#;AHF-VX:)@-N&B8#;AHF-VX:)-M@-N&B8#;AHF-VX;_>1H"_WLA!^-+7_F"@'_Z,P"O^K.!#YLD-8!(A'):.]-M3C/:N%=$S;!@5L*I9V2XHFYQKY*MU>Z>6?(2@D8.+FH+D92*DY:/AYN:BX6E-MG8B$L)^%A+-^?-A87+FX6%T9.%A=B*A(3:AX2$VH>$A-J'A(3:AX2$VH?_>AD"_WT@!/^-(07_FR@&_Z4O"?^N-P!VMC\7[+Q&(N/!3C#5-MO%9#R+1>5;VL9F.SIFQP]HS>Z&:>H2:EH&++E)*(D8Z/D):)C)F:A{JCG8&*-MK#]^BKR??HK*G'^*T)1_B=:-+?XC9B'^(V8A_B-F(?XC9B'^(V8A_B-F(?XC9-MB'^(V8C_>AD"_W\>!/^0<D3_G2<9_Z@N"/ZR-@WSNCX5Z<%%'[_-3"_0OU1"-MQ+==4{BP9&*NJFIOI*1Q>IR?=X.4FWZ*CIB&D(>5CI6"DI>9?9"@G'}/JYYX-MC[F?=Y'*G7F0SY5YCM:,>8W8B7F-V(EYC=B)>8W8B7F-V(EYC=B)>8W8B7F-MV(G_>QD"_X$=!/^2(3_H"8%_ZLM!_NU-0OPOCT2YL=$'-K)22[+PU-!OKQ;-M4K.U8F&HKVENGZIO>);E=8&.H7R)AYZ#CX&,B\Y1[F928=Y>>FW.6J9UQEK:>M<)?(G7*6SY5SE-6,=)/8B723V(ETD|B)=)/8B723V(ETD|B)=)/8B723V(G_M?!@"_X0<-_^5'P/_HR4$_Z\L!O>Z,PGLQ#L?XLY"&-/.2"S&QU)-NIYMJGK2<:9_%-MFVR>T)1MFM:.,9G8B6V9V(EMF=B);9G8B6V9V(EMF=B);9G8B6V9V(G_?1@"_M_X<:_^8'@/_IB,#_[.I!//.,0?GRS@+W=@Z%LW21BK-S%_^L\983Z?-7UV<-MNV5JDK=K=(FS<7V!KWB$>]U_BG2]AX]NJ8^3:.;>:EF:GI9ACI["98]C#F6&G-MT9-FH]:+9Z'9B6>AV8EGH=F)9Z'9B6>AV8EGH=F)9Z'9B6>AV8G_?A<"_XL8-M_O^<'+_]R$"'^]DF_^W"+_3?U3$&T]XY%,,81"BYT4X[K,Q63*#'75]5PF-G-MB[|I<8*I,WEZN':<[9]AFVTA8MHLXZ/8[*8DF"Q])->LK&47++"E%ZRTY!?-MK-F)8*K:AF"]VH9@]MJ&8*K:AF"]VH;_?Q<"_Y-6-O^A-M&@'_L1T!],-@->/1(-'3WRP&R>(I%+I?1"6RV4PXI-=-429G/6U>.RV"%CA,AH-M;'Q%;G5SPW5I,,%%'3D:E[-MFX6C>%%'[-3"-0OU1"-MQ+==4{BP9&*NJFIOI*1Q>IR?=X.4FWZ*CIB&D(>5CI6"DI>9?9"@G'}/JYYX-MC[F?=Y'*G7F0SY5YCM:,>8W8B7F-V(EYC=B)>8W8B7F-MV(G_>QD"_X$=!/^2(3_H"8%_ZLM!_NU-0OPOCT2YL=$'-K)22[+PU-!OKQ;-M4K.U8F&HKVENGZIO>);E=8&.H7R)AYZ#CX&,B\Y1[F928=Y>>FW.6J9UQEK:>M<)?(G7*6SY5SE-6,=)/8B723V(ETD|B)=)/8B723V(ETD|B)=)/8B723V(G_M?!@"_X0<-_^5'P/_HR4$_Z\L!O>Z,PGLQ#L?XLY"&-/.2"S&QU)-NIYMJGK2<:9_%-MFVR>T)1MFM:.,9G8B6V9V(EMF=B);9G8B6V9V(G_?1@"_M_X<:_^8'@/_IB,#_[.I!//.,0?GRS@+W=@Z%LW21BK-S%_^L\983Z?-7UV<-MNV5JDK=K=(FS<7V!KWB$>]U_BG2]AX]NJ8^3:.;>:EF:GI9ACI["98]C#F6&G-MT9-FH]:+9Z'9B6>AV8EGH=F)9Z'9B6>AV8G_?A<"_XL8-M_O^<'+_]R$"'^]DF_^W"+_3?U3$&T]XY%,,81"BYT4X[K,Q63*#'75]5PF-G-MB[|I<8*I,WEZN':<[9]AFVTA8MHLXZ/8[*8DF"Q])->LK&47++"E%ZRTY!?-MK-F)8*K:AF"]VH9@]MJ&8*K:AF"]VH;_?Q<"_Y-6-O^A-M&@'_L1T!],-@->/1(-'3WRP&R>(I%+I?1"6RV4PXI-=-429G/6U>.RV"%CA,AH-M;'Q%;G5SPW5I,,%%'3D:E[-MFX6C>%%'[_-5%7KZ8BUJ?1KU8OKK&.5[_"C5B_UXM9N-R%_M6;;=@CUFVW8-9MMV#6;;=@UFVW8/_@18"_Y44_?^G%@'!MN!<_Z6'-A7UB'!:W1%S5]Z;=53>IW=2W1X4-_$>$_@WGA/UN5U3|/G=$_3-MYW1/T^=T3|/G=$_3YW1/T^=T3|/G=$_3YW3_CP\!_Z0,_-*

NX" #-Q0D Q=4-M +KQ&@.P\BT;IO${&)OP0221{TR!7%WLBE|:{)-A5^V=8U7MIV52[,-F4>[9T_OU&A.Z^9H3>CH:$WHZ&A-`MZ.AH3>CH:$WHZ&A-Z.AH3>CH:$WHZ&C_F0L W:X$,R\!@#!R0< N-L* *WX M' 2D^"\-F?@Y%X_X/R&%^$8J?/A-,G7W5SEN|V _ ;?=I0V3X<4=A^E*7?B! M3%KXB4|8^))15OF;4E/Y\511^J]54/J[5D[ZRE=-^^-73/OI5TS[Z5=,_^^E7 M3/OI5TS[Z5=,_^^E73/OI5TS[Z5?EI0 SK0$ +^_!0"TS@8 JNL- ;#_'P;7-M_R\-CA\V%8+ _/1UX_T0D"5$_W\F M0_^&)T' CBA _Y8H/_^>*3W_IRD\ [J//-^T*CS_M"H_[0}//^T*CS_M"H\ M_[0}//^T*CS_M"H\M_[0}//^T*CS_M"H\M_[0}//^T*CS_M"H\M

*Q2&*Q>4Q>L(%06]^+5%:OEU93KJ-84*ZR M64^NQEE/KN184:[V5%.N_U!4K/]-5*S_352L_TU4K/]-5*S_352L_TW_?0 MWX\ ,Z= ##J (N; " +"Z @"HQ 4 H''"*

*$58O(%)5+R+3%&[ED].NZ-13+NS4DJ[MQE)*N^113+OV3DVZ_TM.N?!)3KG_24ZY_TE.N?!)3KG_24ZY_TGOA0 U)4 M ,>C "ZK $ L+0 *>_ P">R08 E=0+)#5'0&)U"X&@-(\$'C01AEQST\A M:LY8*63-7RI?S&C0 RYP +VG M "QL IKH)S$ P"3MQ5 M-(%W"V_>9Q-HW4T:8MQ5 M(%W;?26IX V1D U2MJ+-EM+E#:=C)-VH U2MJ+-T?:ESE%V]0[0]NT/$+Z4@46>E1&57H M6AQ1Z6(@3NEK(TOI="5(Z7TG1NF(*D/IDRM!ZJ M0.JO+C[KP"X)[-LN/>KO M+CWH_"X]Y |M/>?_+3WG_RT]Y |M/>?_+3WG_RW%GP M;D *BQ "!'3WWC1\[HYD@.?BF(3CXM2(W^<@B-OGC(C;X M\R(V]_PB-O?\(C;W_"*WI@ J;X)RY "0Q @\\ M ,'?; !O](@H 9_\3 6#_'0);_R<#5/\P!4_ , A*_T *1O] (#$/, 3PY _U8/ M/?]>$#O_91(C_VX3-0IW%3@,3 A4R_X6,/^:%R__J1_T.U' _"!O1__0L8@_T+1(/]" MXB' 0NTA_T+U(?]" 2'!0O\A^T/(,/1#_Q_9O \]>^4/_ M'OE#_Q[_02D" T8J _],*0/_42P$_U.R!O]4/ C_5$<,_U%?2#]/8!/_36\7 M_TQ\&?]*B!S_29(>_TB;'_]'HR' 1ZLB_T:R(_]&NB/_1L,D_T7>)?]%WB7_ M1>HF_$7T)OE%_";V1? \F]4; ,)/1& R/S1 \A\T?_(?-' R'S1 \A\T? (?-' M_R' 0B@"_TDG O]0)0)@/_52@$_U@O!?]:.0C_6D0,_U=/$/]57!3_4VH8_U%W M&_]/@Q__3HXA_TV?(_],GR?_2ZM,_R?K3/\EZ!S_)>M,_R7_ M0R@"_TTD O]4(P/_&8# UXL!?]@-@?_8$$+_UY,$/];5Q7_6689_U=R'O]5 M?B+_^4XDE_%&3*/\0FRKY3Z,L]TZ]+O9-LB_T3+HP\!S$,0)+T3/N2^0?TOZ3! \PY$[_+>)/_ROA4/\IX5#_*>%0_RGA4/\IX5#_*>%0_RG4_1B4" M_U A O]8(+_7R$#_V0J!/\F,P?_9CT+_V5($/]B4Q7_8&$;_%UM(/A:>27U M6(0I\U:-+?!4EC#N4IX5[5&E->M0K3? I3K4YYTZ . ^9-S#SC3.]WTWN/-Q/ M^3G94?\UUE+ ,_M13_S#35A\MTU7_+=-5_RW35?\MTU7_+=-5_RW_2B," U0> M O]<' +_9\" VDG//!L , ;_3H* VQ$#_U]3Q7X9UP<\V-H(N]@=*CK77XN MZ%](,^57D3^C59DZX%.@/MY2]$#<4;%!V5"[0M90R8/34-Q$SU#1O\Q2^# _+ M5?\!R5?_-\A8_S3'61?ROEG_<99_S'<&?]QOEG_<99_S' _3U<; O]@ M&0+_;1T"_V\E _]R+07_=#+<(_7-!#O9Q2Q3P;E@C',]GH]#,]X1Q/G=50;X7!?)=IK:BW39W0TSF1],LIA MAC_'7XY"Q%V61<%;GDB_6J9*O%FO3+I8NDVX6,A.MEC? 3K19\$NS7/U%LE__M0+)@_SRP8?\YL&'_,+!A_SBP8?\XL&'_,+!A_SC_4AL!_UX6 ?]H% '__0Q'@?% ;UG=;),]R9BD);6\UQ&IX.\!G@4"\ M9(E$N6*12+9@F4]S7Z%-L5YJ3ZY,2:QEE$RI8YQ/IF*E4:1AKU.B8+Q5H&#-59Y@YE2>9/=-GV?_1Y]I_T.>_M:?_G6G_/9UI_SV=:?\IG6G_/9UI_SW_5Q10!_X$9 ?N' M(`OC"<"Y(XP!=]-/0S/AT#8QX)5([]H7RVY>&@ULW1P/*]Q>$*K;H!&\IV/ M2]1HD$Z@:)A1G6:A4YMEJU689+A7EF3(6)1DX5B5:/10EFO_2I=L_T66;?]! EFW_0)9M_T#_614!_V80 ?]R$ #_?1(_ X46 /:,&P'J MD2(!WY0K].1.@)O)C$<7P(=3(KF"7"RR?64UK7EM/*AU=4*C5))]J%>0:,19CFC#68QHW%]-;/)3CV[_3)!P_T>//]%@GC_1(X_T2" M>/]$@GC_1(X_T3_7Q$!_VT, /]Z#0#_A0T \H\ -.>8#0#;GPX S!\B <2= M- BZF$(4LI--'Z]/5B]CBE\RG(9F.I>#;4"2@'5%C7Y\2HE\A$Z%>HQ2@GB5 M5GYWH%/E=]M;>76Z7'=VS5QX=^!8>WKZ47U_TMJ?/\&?7S_17U_T5!2/!% M?7S_17U_T7_81 [_V\+ /]!"P#UB H WY,(-B;"@#3H@P R:,?_;^@:,@>Y MG$ 3K9=+'J635"B>CUTQF(MD.9*(;S^-A7)%B(-Z2H2 @4Z ?XI2?V357A\ MG5AU>ZE:_TQW@/!'=X#_1G>_T9W@/\&=X#_M1G>_T;_9 |_W() /|_" #EC 4 V)8" -&>"0#.I0H Q*8= ;]D+P:QH#X1 M])Q)':"84R>9E%LPDY!B.(V-:3Z{BG!$@XAX27Z&?TUZA(A1=H*157*!FUAO M@*=:;'^U7&N R%QK@>59;H/W4G&$_TURA/|()5S1G.3>TMND8- /:H^-4Fr.EU5CC:-88(VQ M65^-PUi~C>]88H_U4F20_TUFD/\(9H _1V:/_T=FC]^9H _1V:/_T? ; @ M_GP -Z* #0E@(R)\$,"G! "YK@, LK(4 *Q#*0\H32&) MI54J@I-<,GR@8SEWGFH^4AHF8%,9)>+4&"6E5-=E]56I6P5UF5 MP5=8E=Y66Y;S4%V7_TQ?E_]'8);_1F"6_T9@EO]&8);_1F"6_T;_<_, ZX$ M -:/ #*F@$ P:,# +Fj @"QL@$]K<1 *.W) *;M30*D!) %(JO2AZ#K5,G M;**M:,+G:H835PIV@[;Z5O0&>C=T1BHG\(7]&)3%]@E$]7GZ!15) ^N4U:?P%-2 MG]U259_S3E>@_TI9H/\&69__15F?_T59G_]%69__15F?_T7_=0 X(8 ,^3 M #GP NJ'/T~WDD),M#]$2K:M1DBVP$9(MU%2;;R M0T]U_T%+M?\^2]3 /4NT_SW8@P S9(_,&? "TIP MJ]\ *"X "6P_C,H?(-,% "!S28">LPU""/+00]LRDH79LE3'6'(6R-< MQV(H6,9]+%3&D "KK H+0 M):^ "+OP0 @= (-'C9#@!UV2 !;]@O!&G8/ ECUD807M90%5G56!I5U& ? M4=1H(D]4<29+TWLI2-,%*T?3DBY"U)\O0=2O,# 5PC$_U>$P/]R,# 2 2_MT?\N/\I# +C 0 RX T\N/\I# +C 0 R[*E N2$ *VI "BL0 EKL (O$ M " S0, ==@(& D$0!]Y" !9.0M U[D. =9Y$$+5>1++#'U'D5!)-Y%T62N1E M&$?D;AM%Y' <=0N2"'T#DCB$^Y9LC/.6]@#OFO"0ZYM.D.>78N)#GC^B,YXO\D M.>+)#GB_R0ZG_G^KZ8*.^ "7N BL(-'I, !S MU@(;>4) &3O% !?\" !6? K U3P-05/\#X'2_%&"D?0Q3@Q$\5<.0O%?$# R M9QO[!\G 4.O)[%3CSAQ8V!U08-?2B&3/TL1DR[<4:.,?7B&C'T\1DQ\?X9,?'_M&3'Q_QDQ\?!9,?'_&'3'Q_QFRI I;L)BV "+P ?LH "5 !EW@ M7O4* %G\$P!3 !X!3OPG DK], -% 3D%0?U !CI^?2 <[_D)\,/]?"G;_7@LS M_V<,,?]P#2[_? XL XD/* ^6$"G_I! H_[01)__'$2? X1$F__(1)O_V$2;_ M]A$F__81)O V$2;_]A&GJ0 F;, (N^ !^R0 <-, &3> !8PU4O\) M $W_$0!'_OD!0 \B 3[_*@(Z_S(#-_\Y S/_/P0P T8%+?]-!2O_5 8H_UL' M)O]C!R/_;0@A_WD)'_^"'1[_E0H=_Z,*!/^Q*AO_P L;_]&+&O_?"QK_WPL: M_]\+&O_?"QK_WPN;L0 C;P '[' !PT@ 8]X %7D /+\]0 \0\% $#_M#@ [_Q0 -_ ;/ (P$O_RD"'*_\P BC_-0(E_SL#(0]! Q__1P,=_TX#&O]5 M!!C_7@05_V@%$_]T!1'_@@4O_Y &$/^'=!@__]08._[4&#O^Z!@[_N@8._]H& M#O^Z!@[_N@:.N@ ?\4 '#1 !BW@ 5.4 $;K__@ .,^\ #3_"0 O O M_PX *.\4 "?_&@C_R!'_\E 1S_*@$9_R\!%O\T A3_.@(1_T "$/]& @[_M3@(,_U8""?]@ P?_;_,$_W@# _^& P+_D0,!_YT# ?^A P'_H0,!_Z$# ?^A M P'_H0/_-BT"'_SDN O\^+@/_0#(# T X!/\^00;_/$P(_SI:"O\X: S_-G8. M_S6#_\TCQ# ,YD1 S.A$?\SJ1+ ,_K 2_S*W$O\ROO+ ,L@3_S+3$ \RXQ/_M,NT3_S+V5\O$_A+ ,_\2_S/_$O\1 _T_S/_$/\S_M_O_#- _\0_S/_$/\S M_O_#- _BT"_SLL O1 +/_0R\#_T,U!/]"!@;_0$H(_SY7" '\\90W _G,/_SB M$\AWC!'_-Y82_S:?$ \VIQ/_-JX4_S:U%A\VO!3 _-<45_S70%?\UX!7_-NL5 M_S;T%?\V 13_-O\4_S;_%?XW_Q/^-O\3_3;_$OTV_Q+!-O\2_3;_$OTV_Q+_ M-RP"_SXJ O]#*@+_1BT#_TD8_SGS M&/\Z^QC\.O\7^CK_%_DZ_Q;X.O\6^#K_%?@Z_Q7X.O\5^#K_%?@Z_Q7 ,2L" M_T$G O]&)P!_2BB# TLO!/],.0; 2T4(TA1"_]&7@[_1&P1_T)Y$]\A17_ MO0!7_T"8&/\ H!C_/Z<9_SZN&O\^MAK_/KX; S!(&_]\AUS>/>8<^SIQ'\@^ M^ASU/O\ <\S[_&O(__QGO/_\9\3__&/$__OCO/_\8\3__&/$__OC_/2@"_T4D M O!<P!+_3B4# U\$!/]2-@;_44$(_T\-#/],6@__2F<2_TAT%?]'@!?_1HL9 M_T64&_]$G!S_0Z0=_D.K'OU"LA_\0KH@^D+$(/E"T"'V0>(A\]D+/N(N]"^2+M M0O\@ZT/_'^!#_QWI1/\QK[2X8=^4]/-M'_=)F"'V2)\B]$>-F)/- 'KB7O1K8F\$;_)^]%RRCL1=XIZ$7L*>5&^"CB1_\F MX4C_)-]_R+>2?\@W4G_'IU)_Q_0E_SL#0P"_?]3' +_ M61X"_UTF_]?, 3_7SH'_UU%"_]:4!#]6%X5^%5J&? 53=AWR48 A[T^*).U-_MDR;K3)HIZ4NB*^=*J2SE2;NYB[+^)(QS'@2-DQW$CJ,=A)!B[42_\KTDS_M*=!_R;/3O\ESD[_(\Y_R/_3O\CSD[_(\Y_R/_1Q\!_U : ?]7& '_7AP! M_V,C O]F+ 3_9C8&_V1!"OIB3_T7UD5[UQE&^M9<"#G5GLEY%2$*>%4C2W> M4)4PW$^=,ME.I3/63:TUTTVW-M%,PC?/3-XSSF,,E-]#7'3 \QQ5' +L12 M_RO#4 \IPE/_)\\3 R^4 \GPE/_)\)3 R2' 2AP|_U07 ?!<%0' 8QD! \D@ M OIL*0/_;3(%^6P["?)1PI]K9E05Y6-@<!?:R+!;7'4HUEE_+=)?B#/59 S MS%28- LI3H#C'4J2D"ZGHS!>)X/PK9=$P3SW!8',EK8B3$;RUPKOV5U,+MB?36X8(4XM5Z-/+)< ME3ZO6YU!K5JF0ZM9KT2I6;Q%IUC,1J18Y4:D6_9 HU[_Z-?_S>C8/\SHV'_M,:-A_S&C8? \QHV'_,:-A_S' 4Q4!_UT0 /]H#P#_DD2QW54&\%Q7R2[;6@KMFIP,;)G>3;O98 Z]V.(;AAD$"F M8)A#HUZA1;!>]T>>7;=(G%W&29I:_M2(IFHTJ- 9:],BF6]38EET4Z)9^Q*BFG!0XMK_SZ,;?\ZC&[_-XQN_S>,;0\W MC&[_-XQN_S?_61 _V4+ /]Q"P#_>@L \8(. .B)#0#=C@X SX\@ <:-,@:] MB4$/M81-&:Z 5B*G?%\JHGAG,)UU;S:9 ,&0. 6XC3\. ML(A*&*F$5*&B@%TIG7UE,)AZ;#63=W,ZCW5]/HQS@D*(A5LHF(%C+Y-^.C6.?'$YBGIX/89X@$*#=HA%?W6127QSFTQ\^>>WG_.GMY_SH>^]Z>WG_.GMY_SK_M7PP _VP$ /5Y @#>@P(TXL%_V2!P#)EP@ P)D9 +>8+ .OE3L IV%"%I^- M4! ^9B5DGDX9A+HZ#:#2)@6\YA7]V/8%]?D%]>X9%>7J/279XF4QS=Z5.<'>R M4&YWO%!M=^!/<'GU2'9]_T-T?/\^=7W_.W5]_SMU??\[=7W_.W5]_SO_80H M_V\" .A\ #9A@$ SXX$,B5!@###F@8 NYP6 +.<*@.JF3D+HI5%%)N13AV4 MCET%W@(1%=`^-2'!]ETMM?*-.:GRP3VA\ MP5!G?- U0:GJS6W_T-N@?!,,X'_/&^!_SQO@?\\X'_/&^!_SS_9 @ _W(M .%_ #3B0$ Rt(# ,,8! "]G@0 MJ 3 *Z@)P*EG3B)G91#$Y.7J1R/DU4D MB9%=*X2.9#% CK&LW>HIR\ (>4!RAH)$;H6+1VJ#E4IG@]%-9(*N3V*"OT!A M@MI/9(3R26:%_T-HAO_,H;_/&]&_SOJAO\\;H;_/&]&_SS_9P0 !G8 -R" M #.C0 Q94" +Z< E"WH0(KZ01 *BD) *@HC0(F)] $9& <2AJ*F5,BA)=; M*7Z58C!YDFDU=9!P.G"/=SYLC7!";(R)1F6*DTEAB9]+7HFL35V)O4Y1NTM6D=-+5Y+O M1UJ2_4)*96(W*D72IM MHF0O::%K-&2?#.E.FCCU0IIM 3:6I04NEND)+IM%"2Z7M/TVE_#Q. M!A)Y3Z3 _T^D_S=/!A\W3Z3 -T^D_S?D>@ SXD ,*5 "VGP K*4 **L M_8LP CKL" (B]$@"#O24!?+PS!G:[/PUONDD4:KA1&F6W61]@MF D7+5G M*5BT:RQ4LW@P4;,"TVRC39*LIHX2+&H.D:RN3I%LM$Z1K'M.4>P_#9'L\T M2*__,TBQ_S-(K_\S2*__,TBQ_S/;@@ QY +N<"NHP I*H)FQ "/-MN0 A. # 'O@!XQAX <\8N VW%,@AGQ$4.8L-,$UW#5AA9PEX=5<%F(5'! M;B1.P'L<$ &_/"0!KT14 9]$F 6/1- 1>T$ (6=!*#%7/4Q!1SUL43L]C&$O.:QM(MSG4>1WA$ 6]X@ %?>+0)3WSH$4-]$!DS? 3@E)WU<.1M]?#'!?.!%!WW$3 M/H\/%3S?B1^1HTW?\:_S-&S3<_QNYG]0>ZK "2M0 A;X 'G' !MSP 8M8@ %CA M' !5ZA, 4>1&@ $WK*P%)ZS4"1>P^!$+L1P4_[$\'/>U8"3KM8 HX[6H,-NYT M#3/N@ XR[HX/,. ^=$"[OK1$M\, 1+?#>$2SN\1$L[/X1+.O_$"SK_Q LZ_\0 M+.O_$"SK_Q"MH@ H*D).S "&O0 >-<8 &S/ !@V 5=X $[S"@!* MJQ, 1O@= $/X)P$_^# "_ DX CCY0 ,U^D<$, ,I/!3#[5P4N^U\&* QI!RG\ M= @G_((0)?V0"23]H HC_K *(O[$"R' X LA_?(*(/S\"B#_ H@ /P*(/S\ M"B#_ JBIP E;$ (>[!YQ@ ;,\ %_9 !2WP 2.@ $/_" __Q M, \9 #?_(0 T_RD!,AP 2W_-P(_SX"}_]$ B7_2P,B_A(#/(\< QW_9@0: M_W'$&?^ !?_CP46_Y\&%?^O!A3_P 84_]8&$__ I!A/_ MZ0:7KP B+H 'K% !LSP 7MH %#@ !$Y@ //4 #?_! S_PT +_\3 M "Q_&@ H_R$)?\G 2' +0$>_S(!&_\X 1G_/P$6_T8"%/]!- A' _5@(0_V " M#0\L @S_>P,+_XL#"O^: PK_] ,_)_[4#"/_" PC_P@,(_\(#"/_" PC_P@.* MN >\, &S. !>VP 3^($+G VI ,?\ "S_G_P< (_\. "#_ M$@ < -Q@ &/\= !7_(0 2_R8 $/AL 0[,0$- ST#/\GNPS_)\0, R?.#/\HW@O *.D+ RCS" \H M^PO *A* RG_"0\I_PK*?* RC_"0\H_PK_*/* RC_"0\H_PK_" T_S8]M 0\Y*@+ _RX" SHT _\X/ 3 -DD& S-6]Q8PG_+W$* RU^" \MB@S_ 0)0, M RR<#?\LI W _+*L- RRQ#? \LN0W_*\$- RS+#?\LV@W_+.<- RSQ#?\L^@W_ M+/\, BW_#/TM_PS]+?\,_2S_"_TL_PO\+/\+_2S_"_TL_PO ,BL! SDH O\] M* + ,/RH" _SXP_\],@3 ,/$8& SE3"/\W8 G_-6T+_S- Z#/\RA@W_,9 ,_S&9 M#0\QH0__;@/_S"N#_\PM0_ ,+T0_S#'$/\PU!#_,.00_S'O$/XQ^0_L ?\/ M^3' #_@O_P!W.?\.]S'_#O8Q_P[V.?\.]C' #O8Q_P[_2@!_SPE ?!) +_ M0R<"_T.L _]$- P3_0D,&_T!/"\]7 K .VD,_SEV#?\X@@__-XP0_S>5$?\V MG1'_]02_S.K$O\VLA/_-;H3_S7#$_]USQ/\->$3^3;M$_8V]Q/S-O\3\3;_ M$0 V_Q+P_\1IS?_$>\W_Q#@_\0IS?_$.\W_Q# ,24!_T A ?]\<'_1R(" M_TDI O]*-_3_23\% T9+"/]$6 K_0F4-_T!Q# _\^?1'/]#<2_SV1%/X\F1?]_M/*_5 #NG%OH[KA?Y.]87^#N_%_8[RACT.]P8\#O]&.T[]AC]. \7Z#$_%^<\ M_Q,F!? !5Y3W_%.4]_Q3E/?\4Y3W_%.4]_Q3_/2((T0> ?!)' ' _31X[_U F M O]1, / 4#1%_TY&"/]+4PO_2& , T9L$?M%>!/X1((5]D.,_% 1"E!CS09P9 M\4&CC&^]]AON0+ (<[3^[']>L_QAI[/14>Y3_H'^) !!?0/X=W4'_&]M"_QK9 M0O\8V$+_%]A"_Q?80O\7V$+_%]A"_Q?_0!\!_T@: ?],& '_4AL!_U8C O]8 M+ / ,5S<$_U5"!_]230OY4%H.]4UG$O%, M(.- $IB+A1*XCX$,W\+PB7<0! FUT/E)M-$\IR301?XBS4,_(,Q'_Q[*]_<:- MR4C,&\E(_QO_1L!_TP6 ?]2%"_6!@!_UT? ?]?"+_ M7C(#_5T!'O9:20KP5U4/ZE5B$^92;1CB4'<O4W_'KU-_QI_1Q@!_T\3 ?]6$0#_7A4_V(< ?]E) '^92T" M]&0X!>UA0PGF7U$.X%Q=%-I8:!K45G(>T%1{LQ2A",*4(PHQT^4*L5.FRS# M3J,NP4VL+[],MC"]3,(QNTS3,KA,Z3&V3O@MM%#_*K-1_R>S4O\DLE+_(K)2 M_R*R4O\BLE+_(K)2_R+_2A4!_U,1 /]:,#P#_8A(_V@7 /]"P'V:R@!]&LR M _^11/@?<9DP-TV)8%,U? 8QO(7&T@<9)%,8?BB^5H8KNU6.+KE3EC"V4IXR MM%*F,I)+#3B0$PVKE#+-ZQ0XS>]4O0SJ53_+]A6_RN5_]H]%?_):A7_R6H M5_\EJ%?_):A7_R7_31,_U8. /]?#0#0#_9Q _VP3 /MP&0#O<2(!Y'$L MMP M.@71;$@,R6A4%,-E7QN^8F@ANE!Q)K9=>2]S6X$ML%]):*Y8D3.K5YDUJ5:A M-Z=6]SBE5.8ZHU7%.Z%5W3N?5O WGUC^,I]:_RZ>6_\KGES_*)Y<_RB>7/\H MGES_*)Y<_RC_4!$_UD, /]C# # _:PT _W 0 /5T$P#H=AH W7_S&67 \MEF#_*I9@_RJ68/\JEF#_ M*I9@_RK_4@_UP* /]F"0# ;@H !G0. ,]X#@#A>Q(U'P@ ,/I,P3!=T$+ MNG1-$!1P6!NN;&$4J6HJ)Z9G<2O8Y2#,YQBB#:989 XEE^9.Y1>HCV1 M7?]T_CUV!0(U=S4&,7N@_C6'Y.(UB_.9/\PCF3_+(YE RR.9? \LCF7_+(YE M_RS_50X_U\& /]H!@#T<@8 XG@& -M\"0#0?PP S8$= ,1_ ,!?#*M'A+ M$JUU51JH<5XAHVFY]I[L;BN;;G4OF&A],Y5GA#:298PYCV25/(QCGSZ)8JI MAV&W0H5AR4*$8N1\A63W.X9F_S6'9 \QAVC_+H=I_RV':?\MAVG_+8=I_RW_M5PP_V$$ /YL P#D=0$ VW1% -_" #0@PH QX4: +Z$+0.V@3P)KWU($JAY M4AFB=EL@G7- C)HEP:RN5;G(OD6UYXYK@3:+:8DZB&Z/(5GG#^"9I=:@&:T M0WYFQ41\9N%#?FCU/']I_S> ;_\6@GS_+X%I_R_\0 8#

*MA@ M), *>: "@2/ R/EH00B MY;0$(>7-!"#D[0@XOL$'^\ '1_@_P4?X/\%'^#_!1_@_P6DG@ F*4 (NN M !]M@ <+\X &/& !6RP 2] $#5 VW + ^4' "WM$ K{A@ *>XB M "?O*P E[S0 (_| "'P10 ?\4X '?)8 1OR9 $9\W$!&/.! 1?TD@(5]*4" M%/6Z A/UU@(3].\"$O+!\A+P_P(2\/\"$O#_ A+P_P*:I C:T '^V !Q MOP 8\< %;. !)TP /=H #/? JXP)O0% "3[#0 A_!; 'OT; !S] M(@ 9_BD %_XQ !7 .0 3_T$ $?]* !#_50 , V$ #/]O 0S_@ $*_Y,!"?^F M 0C_N@$' !0!]_K 0;_]@$&__8!!O V 0;_]@&/K @+8 '*_ !CR0 M5M$ $C8 !W0 ,,("_F ?\ '/\ !G_ "0 6_PX %/\3 !' &0 / M_QX #? \D O *P) $C\ !OF\ / 1 '7\/ \< # ;:P _WT /^0 #_ MHP _!0 / & # _U@__]8 / 6 # L=U@"'"M0 <[\ &3) !6TP 1]L M #K&o YO20 (^D !KM 5 .0 $O\ !#_ @ , PD "|- C _$ $_Q. M 2 !8 # '@ R0 /\K # ,P _ST /]) # _5@ _V8 /]X # _B@ M_YL /^H # _L0 _[$ /^Q # _L0# ,)2L! R@1 ?\I*0' _*"P! R,R ?\> M.P+ &D<" Q=5 _\58@/ $W # _O)\ _\2AP/ I# _Q*9 _\2H / $]<# _Q*M M _\1M / $;L# _Q'$ _\1S@/ $=\# _Q'K O\2]@+ $OX" Q+ _O\2 P+ $O\" M Q+ _O\2 P+ $O\" Q+ _O\2 P+ *"D! RLF ?\L)@' *RD! R@O ?\B. + _M($0" QU2 _\;7P/ &&P# Q=Y!/\7A 3 _%XS$ Q>6!/\6G03 %]0$ Q:J!/\6 ML03 %K@$ Q: _\6R@/ %ML# Q:H _\7]/ _% T#' !?_ OL7 P/[%\ \#^A? _M7 P/Z% \#^A? _ H7 P/ *B8! RXC ?\O@' +R4! RPK ?\]/\6) _)T$" M_R1. _\B6P/ (&@$ QYT!/\=@ 3 _'8H$ QV2!?\=F@7 ,':$% QVG!?\=K07 _M';0$ QV\!/\=QP3 '=0$ AWF!/L=\@3W'O0L#\]1[_!/0> _P3S'O\$\OJ _!/\6=@ _M P3R'O\$\A[_!/\6> P3 _+B@[S(? ? \T'@' ,R _[S(F ?\R,@' _+SX" RQ* M _\]5P/ _)V0$ R9P!?\E>P7)(4% R2.!O\DE@: _))T& R2C!O\DJ@:])+$& M "2Y!OLDPP;Y),\&]B3C!O(D\ 7N)?H%[27 !NLE P;!?)\&Z27 !NDE P;!AX!$8; /\X&0# ,!L! SHC ?\Y+0' ,#H" S5& _\R M4@3 ,%\$ RYK!?\M=@;]+('^BR)! DKD0?W*YD(]2N?"/0KI@CS*ZT(\2NU M^/ KOPCN*\L(ZRO?". L PG>+/\ (WBS "-TL PC=+/\(MW2S "-TL PC -1H SH6 /\# /Q< _T$? /]*0' 0#0! SU! OZ30\ M.%H%^ 9E!00U<0Q\0-'L(IS._ B>!ESC0GK,10*Z3*;"N@RH@0E JH+Y#*R#,R MNPSA,L@,WS+<#-HRI W5, @-TC/_#= S_P5,,_\.S33 "\PT_PO,-/\+S#3 _M"\PT_PO _18 _SX2 /]!$ # _11. _T@;_/]O # _1R\| _D0[O=*1P/Q/\0% MI#Y@!N@\;PCE.W8)XCM_"^ ZB S=.9 -VSF7#MDXG@_6.*80U#BN$=(XMQ'0 M.,,2SCC3$LHXZ!+',?<2Q#G_$<(Z_Q#!.O\/P#K_#K\Z_PZ_.O\.OSK_#K\Z M_P[_/1, _T(/ /]@# _2Q _TX6 /]/'P#]3BD!]$PT >Q(00+F1TX$X$5; M!MMS9@G60G ,TD%Y#L] @A#-0(H1RC^1$\ID_F13'/] 5Q3FI%L _^L1?!/KP7 MP#]+&++T^XABZ/O(7MS _%K5 _QZT0\3LT' $;-!_Q"S0?\0LT' $+-!_Q# _40T _U,1 /]4& #S5"(Z5(M >%0.P:3TD#TDU5!\Q+ M8 O(26H.Q4AS$<)'>Q. 1H,5O46+%[M%DQBY1)H9MT.B&K5#]QNT0[82 \9G4S %YU_ Q:=3/\6G4S_%IU_ Q; 1PL _TT" M /]4 @#W6@0 ZUT' ,==\"P#A7! TUT> ,I=, '#7#\$O5L"+=85PRS5F 1 MKU1!%*Q3<1>!47@;IU" '*1/AQZB3X\@H$Z8(9Y-H2.<3:LDFDVX)9E,R";6 M3. (FE4]U(1/_Q^44/\BD; '(M6_QI+5O\:BU;_&HM6_OK_3 0 _U, .Q< #? M8@ U&8! ,YH!0#+9P@ PF<6 +IH" &59S@=K65%]ZAC4 RC85D1GU!A%9M=-M:!B87' ;E5!W'I-9? R&06()8Q7F2>)5],IAU:O*H55ORN$5M4L@U?O M*8-8_B2#6?\@A%K_'H1;_QR$6O\%91B91B1 M8&P;CE]T'HQ>>R6)?8,DAER,)H1;E2B!6[J?UJL+'U:NRU\6L\N>UOL*WQ< M_"9\7?\B?5[_'WU>_QU]7O\=?5[_'?U>_QW_4]5D .%C #2:@ R6X M ,)P 0"]<, _MG 0 *YQ(@"H<#("H6X_!QL2@N7;E,0DFA;%(YF8AB+96D; MB&-P'H5B>"&"88 D@&"))GU? DBE[7IFK>%ZI+79>N"YU7LPO=%[I+75@^B=V M8?\C=V+_(''=B_QYW80)>=V+_'G=B_QI_4@ [%P_-QF #,.#0 Q'(+UT M "W= $ 1'0. *5#2E@"B="\"G'(!]9=P1!P1.E$/C6Q9 (EJ8!>%:6<;@FAN M'G]F=2%]97TD>F2&)W=CD"EU8Y1L JW@- *1Y'0">>"T!EW ;60.?6QK'7IK M'!I'75O<"!R M;G@C;VV!)FQLBREJ;)<,(O77#?+U!QJ2I@@ M8 *V$ "DA0 FH4#)2% M% ".AB4!B80S X.#/@=^@4@+>7!0$'5^5Q1Q?5X8;GME&VMZ;!YH>70B97A] M)6)WARA?=I,J7':?+%IUKBY9=< N6'7=+EEV\RI;=O\F7'?_(UQW_R!<=_\@ M7'?_(%QW_R#J8 U6P ,5V "Z?@ L80 *R[D=E8 (V*$0"(MBR$ @XHP GZ).P5YAT4*=9.#G"51)L@UP6:8)C&F:!:AUB@'(@7W!(UQ^ MA299?9$15WR>*U5\]R M*C3+?XM4GS:+5- \)BE2/\E5GS_(E=_R!7?/\@5WS_M(%=_R#E9 SW ,%Z "V@P K8D *., "9C@ C8\ (:0#@"!D1T M?9 L 7B/. 1SCD(;HU+#&J,4Q!GBEH48XEA%V"(:!M=AW >6H9Y(5:%@R14 MA0\F482<*$^$]BI-A+PJ3837*DV#\2=/@_\D4(/_(E"#_QI0@_\24(/_'U"# M_Q_>:0 R74 +R "RB](T)V1 "3DP A98 'Z7"P!YEQD =9%5J19AA7D&X;5(]W'E&.@2!.CHTC M2XV;)4F-J29(C;LG1XW4)T>,\"1(C/\B28O (S]+_QY*B_\>2HO_'DJ+_Q[5 M;@ PWL +>% "LC0 HI( )>6 ",F0 ?YP`6>!0!PGQ, ;9\C &F? M, %EGCL$89Y%!UV=30I:G%0- 5YM<$52:8Q11FFL?3IET&4N8?QQ(F(L>19>9 M($.7]"%[EHB09?3(D&6[R!"E?X>0I7_'4.4_QQ#E/\<0Y3_'$,.4 QQ#E/\<0Y3_'$,.4 QQ#E/\<0Y3_'$,.4

_P#E /\ Y0# _.4 _P# &A, M_Q@1 /\4$ #_#Q$ _PT9 /) #_!3 _P$^ /\ 2P#_ %< _@!B /H ; #U M '4 \@!] / A #N (L ["1 .L EP#1)\X YP"D .8 K #D +0 X@" . MS0#> ., W #R -H _0#8 /\ U@#_ -4! _P#5 ?\ U0+_ -4" _P#_'A _QP- M /\7"P#_%0X_Q05 /\1'P#_#BH _PLX /T(10#X!E$] 1< .X$9@#J!&\ MY@-W .0$?P#B!(8 X 2, -X$DP#=!9H VP6@ -@%J #5!;$ T@6[- &R0#. M!^ S CQ ,D* P#'" \ Q@S _;4, P#%@/\ Q0S _;4, P# (0P _R & /\< M P# '0H _QL0 /\8& #_%",]A$P .\ /@#]#DH Y0U6 ,$-8 #=#6D V0UQ M -4-> 0#3#8$ T0V(,\ -CP#-#!8 RPZ= ,H.10#(#]X Q@^Y ,00R #"$-\ MOA'R +L2 P"Y$ \ MQ/ _ ;83 P&V$ \ !MA/ _ ;83 ?0$8 _R/ ^C #_ M) . _R$* /T=$0#@&AL Z!8G .$ 4-0#:$T, TQ1/ ,X560#++%6, R!9K ,46 M* ,8B0^^&) O!B8 +L9H "Y&:D MQFT +4:P@"T&M8 L!OM M :T<_ &K'?\ ]!J!W _:D= _P&H'?\ ]!J!W _:@= _P'_*_ R< /XJ #O*@ MYR) ?\"G27_ IPE_P*,))?\"FR7_ ILE_P+_ + _RT .TR #B- VC, M -,N P#2)0H R247 ,$G)P"[*38 MBI# +(K3@"O*U< K"M@ *HK9P&H*V\ ! MIBMV :0K?0&C*X0"H2N- I\KE0*>*Y\"G"NJ YHKM@.9+, <#ERSB Y0MJ022 M+?\ #D2W _Y N_P.0+?\ #D"W _Y M_P/_ :0. -0Z #6/0 S#P_ ",:P(@3G3"'\ GP[_P5\ ,\%?#O_!7P[_P7T-P Y4 -)' #%2@ O$L +5) "00P M]3X+ *(_%P="0*8 F$$T) 1\/P"104D!CD%1 8M 60*)0& #AT!G X4 ;02# M/W4%@3]!'G\ ^AP=!/$(>5Z<"7H ^J0EX/K@*=+S_'-G4_Z@IT0/P(=$#_!W1 M_P9S0\&41Y!G=$@@AU0XT)$}' 79/3P)S3E4#<4Y0AA M480*8%"1#%Y0G@U<4*T.6U' #EI1W@l:4?4,6E+_ "EM2_PE;4?\ (6U' _ "%M1 M_PC?2@ R5, +M: "P7P IF$)UA "47@ B%< (!6"@!Z5QG =E "M8@ HV4)IE "08P @UP !M;!@!U6Q(<5L? &Y< M*P!K7#8 ;%L_ 65;1P%C6TX"85I5 U]:7 1=6F,%6UIK!EE9=0A768 *55F, M"U19F@U26:H.45F\#E!9V Y06?(-45G_ "U%9_PI16?\)45G_ "%%9_PC440 MPEH +1A "]9@ H&@)=I ",9P ?6 '5? P!O7Q :U\ < &A@* !E M8#, 8V\ 6%@=1 %??IP"%]3 UM?6@197V$%5UV!E5>U Y+7O$,3%,"TQ=_PL?7\)\3%W_"$Q=_PC/5 OEX M +%E "G:@ G6T)1M "); >&4 &]D !I9 X %6003@!0@#93 M7F4Z.%QE0@%;94H"6&11 E9D6 -49%\$4F1G!5!C<0=.8WL)3&.("DICEPM(M8Z8,1V.X#49CT0U&8^\,1F+_ "D=B_PE'8O\)1V+_ "$=B_PC^6 NF(*Y!M "C;@ FG$)!R "$<0 =&L &EI !C:0L 7VD5 %Q](0!::BT 6&LV M %9K/P%5:T_8@ L6L *9S "=>0 MDGL (=\ !/? ;7H &!X !6=P$ 4'<. $YX& !,>"0 2WDN $EY-P!(M>4 1GE(41Y3P%">5<"07E@ C!X:0,\>'0$.GB"!3AXD08W>*$'-7BS!S1X MRP"9@(U@G$#,X)_S&!C@0@9\$+HQU!2V!R 4M M@>D$+7 \;2U^_P4H2?\%+7W_!2U]_P6S;@]'(@ >)U_ "2@P B(8 'V' M !PB 8XD %6* !+B@ 08H" #N+#@ YBQ< .(PB #>,+ VC#4 -(P] M #,_1@ RC4\ ,8U8 "^-8@$MC&X!*XQ[2],BP(HC)P"}HRO B6,Q@(EB^@=" M)8K[R6(P,EB\#)8?_R6' P.M=@ HX)>% "-B0 @HP ;,. !(MD 7)(%"3 !$E .I4 #&6" MEQ$ +)<: "N7) JERT *9I(&V5 !AF M59L $F= !G@ ,Y\ "JA AHPH 'Z,1 !ZC&@ =I"0 '*0M !ND-@ ; M!#\ &.1* !BD50 6I6$ %:5P !2E@0 3I90 $]6H !&EOP 0L.($:+X !&A M_P 1H/\!$:#_ 1&@_P&@A@ E8P (R1 <2\ &2> !8H0 3*0 M $"F UIP *JP"0 1L1@ #K$B ZQ*P -L34 M#@,%% P92P +L5@ "K%G BQ> 'L8L !;&@ 2PM0 $L- !+#O 6O_@ &MKO\ !]I_ :N_P"8C@ CY, (*8 !UG0 9Z(%JG !,]P 0:T #6O M KL0 (;0 !BV 1N0 #;P# >^# #O1(;T9 "^(@ OBL +XV M "^00 OTX +]<_ ;0 OX +Z5 "^]@ OL(+WD "]]@ O?\ M +W_ "[_P"2E A9H 'B@]J1@ 7*L $ ^P !"LP -;8 "]X @ MNP %[X !#\ +Q !,< #)!P R0T ,D2 #"&O RR(,LK #- M-0 SD$,Y0 #/8 SW(,^' #/G0 Sl, ,_. #/ZP SO@ ,[^ M #, @"(FP >]< &RH !>XP 4+4 $*Y UO *:\ ]!_ %2@ M#IL D C T -, #5 U@8 -@. #9$0 YQ8 -P? #>* MX#0 .)! #B40 XV. -W #D<0 Y*0 .2Z #EU Y>1 .7S #E M\P\!HP ;]H &"R !1N0 0[X #7" HQ@ ',D !/- ,T0 !-4 M #. W< $ #B Y .4# #G"0 Z0X .L2 #M&@]R0 M /(Q #T00]%, /5F #U?]I, /;I #WO]\X /?? #WWP!P MK 8;0 %.[!%PP -L< "?, ;T $=4 K, WP .(#E M Z0 .P #M \ /$ #S]00 /<* #Z$ _!8 /\A M #, +@ _T /]3 # ; _X /^6 #]_]8 /^_ # OP# #1P M PH; /\"&P# _!X _P D /\ +@# _#P _P!* /\ 5@#, &, _P!M /\ =P# _M '\ _P"' /\ C@# _)0 _P"- /\ H #, *8 _P"L /\ M # _+T _P#) /X MW0#] . T _#Z /L _P# .< 0 @# /H _P#2 P!_D _PT7 M /\&@# _!@ _P > /*@# _#< _P!% /\ 4@# _%X _P!I /\ <@# _'1'" /\ B0#_) _@"6 /T G #\ *$ ^P"H /D KP#X +@]@## /0 T@#$ M .< \@#V / _P#O /\ ! #_ .\ _P#O /\ [@# _.X _P# $A0 _P\2 /\ + M%@# _!(_P : /\ )0# _ #, _P! /\ 30# _%D _P!D /T ;0# ['8 ^0!] M /< A #U (L] "1 /, EP#Q)T \ "C .X]@#L +, Z@"] . @ RP#G .$ MY0#Q ,, _0#C /\ X@# _ .$ _P#A /\ X # , _P# _%! _Q$, /\ -#0# _M !P\ _P(5 /\ (#_ "T _P Z /\ 1P#Y %,]0! > /(: #P ' !0!X .L M?P#I (4 Z " , 8 D@#E)@ XP"? .$ I@#? *X W "X -H Q0#6 -D U #L M -(^0#1 /\ SP# _,X _P#. /\ S@# _.X _P#_%PP _Q0(/\ !0# _#@L M_PP1 /\ &@# _ 28 _ T /0 00#M $T Z0!8 .8 8@#C &H !R -X >0#; M (V0"& - 8 C0#3 } , T0" ; ,\ H0#- *H RP"$ .D OP#& - Q0#H , ,M]&#/ /\ P + _ +\ #_P" _ \ Q$ 0L1@ #K$B ZQ*P -L34 M#,% #Y"A!\ ]&@# _ 8 .8#.0#@ T8 W -1 -8$6P#2!&0 SP5L ,P%(@"T'S$ KR] *LA2 "H(E(IB): *,C8@"A(VD H"-O)XC=P"< M(WX FR.&)DDCP&7))D!EB2C 90DL &2);\!D276 8XF[P&,) \"BR?_ HHG M_P*))_\"B2?_ 8DG_P'Z*0 [# -TV #-. Q#< +XR "Z*P(M24. M *XG'0"H*2L I"HX * J0P"=*TP FBM5)@K7 "6*V, E"MJ 9(K<0&0+'@! MCRR! 8TLB@&++)0"BBR? H@LJP"&++H"A2W. X,NZ@.!+OP#@"[_ GN_P) _M+0\"?BJ_ GXN_P+T+r@ Y#< -(] #%P N$\ +0\ "O-0 J2\+ *,O M%P">,28 F3(S)8R/@"2,T& D#-0 (TS6 "+,UX!B3-E 8C/)!DTY@4W-2D$=C7_ W4U_P-U-?\# M=37_ W4U_P/P,P W3T_I# "^10 M48 *U# "F/0 H#8&)DV$P"4 M."$ D#DN (PY.0")4, ASE, (0Y4P&"5H!@##EA 7XY:)\.6!">CEW GDY M@-W.8L$=3F6!'0YHP5R.;$% <3G$!F\ZX@9N.O<%;CQ_!&T[_P1M. \#;3K_M VTZ_P/J.0 U4(,1("Y2P KTL *=) "?1 F#X!)$\$ ",/1T MB#*X] (0_-0"!/S\ ?C\('P_3P%Z/U8!>#]= 78^9)T/FL"01H0X,% M9D.//F1#G0=C0ZL'84,]"&!$Y0A@1/,'8$3 .!E]$_P5?1\$8$3 .!&]$_P3@ M00 RDH +M0 "P4P !U4)Y3 "53P BTD (-'"P!]1Q4 >4- M!EY'F@=<1ZD(6TB["%(!U A:2/$'6DG_!E!)_P5:2\%6DC_!%I(_P3;1 MQDT +A3 "M5P HUD)!8 "15 ADX'U+" !W2Q("D M8@ FF0)%D "&8@ =U&L &U8 !F6 P 8E@6 %]8(@!=62P 6UDV %E9 M/@!7648 5EE-5195 %265L"45EC T]9; --67<$2UB$!4E8D@=(6*(1UFS M"$99R@A%6>H(1EG!D98_P9&6/\%1UC_!4=8_P7'4@ N%L *MA "A9@ MF&@ (YI "#9P !A70D 7%T3 %!='@!772D 5EX5 %!>.P!2 M7D, 45Y* 4]>4@%,"D=:(-7G4$1EZ"!41=D 9#7] '05ZQ!T!> MR = 7N@'0%W\!D%= _P5!?2\%05S !4%< _P7#5@ M%\ *AF ">:@ E6T M (IM ! , ;V <6D 1]:8@4 5F(0 %1B&P!28R4 4&,O $YD. !-9$ M2V1($ID3P%(9%@ B'P 'Y[!R?0 M9'P %=[!,>@ 0GD# #QY#@ Z>A<. 7HA #AZ*@ W>S, -GL[#1[1 S M>TP ,GM5 #!['P O>VH!+7MW 2M[AP$]>Y@"*'NJ B=[OP(F>"^$")GKW B9X M_P(F>)A"")W?_B=W_P*N; HW8)E\ ".?P A(('B# !LA 7X0 M %&$!'A /(0 #.$"0 PA!$ +X0: "V$) LA2T *X4U "]%/@ IA4< M*(90 ">&6@ FAF8)(G 1ZG0 $>AMX 'H3U 1Z"_P$> M@0\'H' _1Z!_P&H= GGT). "")A0 ?H@ '&* !EBP 6(P $R- M ! C@ -HX "R/ ED P (Y "$0' AD"4 G)8 !,8# .

*)E/G "93_G4O\)U'_ "=1_P"L50 MH%P)9B "-9@ @V< 'AF !M90 8&$ %5> !^6P /U@ #56" Q M51 ,%87 "Y6'P M5B< +%8O "M7-@]5SX *5=' "A74 F6%H)5AG "18 M=0 C688 (5F8 "!9JP ?6<('UGE !]8^@ @6/\ (%?_ "%7_P"H6@ G6(M)-G "*:P ?VP '5L !J;P 76@ %%E !&8P .V #%> P]70T M*%T3 "9=&P E7B,)%Xf "~>,@ B7CH (5Y# "!?3 ?7U< 'E!C !Q@<0 ; M8((&6"5 !A@]0 78, %F#B !=?^0 87O\ &5[_ !E=_P"D8 F6@)!N M "&< ?'( )R !F<0 6&X $QL !!;P -FD "UG C9@@ 'V8/ M !UF%0 <9AT &V8E !IF+0 99S4 &&<^ !=G2 69U, %6A? !-H;@ 2;\ M$6B2 !!HI@ /;+T #FC@ !!G]P 09O\ $67_ !%E_P"?9P EF\ (QS "" M=@ >'@ &UX !@=P 4W8 $9T]*

*<0 %G * !-P M$ 3[$ 'K+ !YZP >?H 'G_ !X_P"6=P C'P (. !Y@P ;(0 M %Z% !1A@ 18< #F' MAP (X< !]' 2AP #8@! :)"@ !B0\ M (D4 "(&P B", (DL ")-@ B4((A. "(70 B&T (B! "'E0 MAZL (;$ "%Y@ A/@ (3_ "$"P 0?@ AX, 'Z' !OB0 8XL :-M !)CP /)$ #"1 DD0 &!(!*3 -E !I4 "6!@ E@P)40 M "6%0 EAT)8D "6+@ ECD)9& "650 EF4)9X "5C@ E:0 M)2\ "3WP D_4)+_ "2_P"+A@ @XH '6- !GD 690 $R7 _ MF0 ,IH ":; ;G $IT R? $H *("C 0 HP< *, "C M$!!4 *0< "E)0 IB\ *8\ "F2P IEL *9N "EA I9L *2S M "CT H^\ *+\ "B_P"&C0 >)$ &J5 ! MY +:I "V MP@ MN0 +;U "U_@!DP ;9@ %^= !0H@ 0]8 #2I FJP &]T M !"O)L@ +0 "W N@ +P "] O@ +X # @ P0@ M ,(- #$$@ QAD ,DD #*,@ RT, ,M5 #,;@ S(, ,R< #+!M0 MS,X ,SI #,]@!PJP 8:$ %*F !$#P -R :M0 $+@ >[M O,_$ #$ R ,L #+ $0 ,X $ #0 T@ -4# M #8"@ VQ -X8 #B) XS4 ,1 ;#GYP!CI 5:H $;P XM0 *+D !]\ /P !<0 #' MRP ,\ #4 V -P #= WP .$ #C Y0 .@ #J M !08 /$. #U%@ ^"4 /DX #Y30 ^F, /M\ #\E0 _*H /R[M #]RP#_ _P . /\ #@#_ !_P 6 /\ (P#_ #_P]/\ 20#_ %0 M_P!>/\ 9@#_ &X_P!V /\ ? #_ ((_P")/\ CP#_)4 _@";/T HP#[M *L ^@"U/D PP#W -L]@#P/0 _P#S /\ \@#_ .P_P#B /\ W #_ -8 M_P#_ P_P)/\ " #_ H_P 2 /\ '@#_ "L _P X /\ 1 #_ $\ _P!9 M /X 80#\ &D ^@!P /@ =P#W 'T]@"#/0 B0@#(\ 0"6 ,\ G0 #M *4 M["O .H O #H _T Y@#H .0 ^@#C /\ X@# . _P#5 /\ S@# ,L _P#_ M 8 P ! /\ #_ 0 _P . /\ &0#@ "_4 _P#\ 0 4 ,, "#5 M!0 S ,4 ! "^ X N 7 +, (P"O 'X]P X *D 00"F $H HP!1 *$ M5P"? %T G0!C)L :0"; &\ F !V)8 ?0"4 (8 D@"0) FP". *< C "V M (H R0"(. < AP#Y (< _P"/\ A@# _(8 _P#T# Y! -$2 #%$0 MO0X +8("Q @]P 1 *8 &P"A "8 G@ Q)H .@"8 $, E0!*), 40"1 M %< CP!= (X 8P", &D B@!P (@ =P"& (A "+ ((E@" *, ?@"Q 'T MQ !] N$ >@/U 'H%_P!Y!?\ > ;_ '@& P#]$P UAH ,8= "Z' L1D M *H3 "D#0 GP4,)D % "5 !\ D0(I (T#,P"+!#P B 5$ (8&2P"!$!E$ M@@=7 ($'70! ,!V, ?0AJ 'L(<@!Z"!"P > F& '8))D@!T"J M "9& DQ " (X+#@"("Q< A PB ($-+ !^#34 ?`X] 'H.10!X#DL =PY1 M '4/6 !S#UX <:!"" &L0CP!I$9T :!&M &82P !E$M\ M9!/V &,4 P!C%/\ 8A3_ &(4_P#6) PRH +4N "]+P H"T) @H "0 M(@ B1L ((3" !]$1(>1(< '93)P!S%# <10X &\5/P!M%48 :!5. &H6 M4P!H%ED 9Q9A &46:0!D%W(8A=^ &$8BP!?&)D 7AFI %P9O !<&M@ 6AOS M %H< P!9/\ 61S_ %D< _P#-*@ O3$ *\U "D-@ FS0)(Q ")*P M@24 'D= P!S& X ;QD8 &P:(@!I&RL 9QLS &4<.P!D'$$ 8AU(& =3@!? M'54 71U< %P>9 !;'FX 61]Y %@?AP!6(]8 52"F %0AN !3{= (4B+Q %(C M_P!2(\ 4B+_ %(B _P#(+P N#8 *LZ "@/ ECL (TS "#,@ >BT M 'G(!](P 9B 3 &,A'0!A(28 7R(O %TB-@!:(CT 6B-$ %@C2@!7(U$ M52-8 %0D80!3)&H 425V %E@P!/)I, 3B>C $PGM0!,*,X 2RCN $LI_P!+ M*/\ 2RC_ $LH_P##- LSL *<_ "<00 DD (D^ !_.0 =3, &PM M !C)P@ 7B81 %PF&0!9)R(5R M+(@0 6"L. %4K%@!2+!\ 4"PG $\L+P!-+38 3"'T\ $HM0P!)+4H 2"Y2 $ $ RL0 _,L@ /S/] #\S_@ _,0\ /S+_ M #\R_P"[/ K4, *%' "620 C$D (-(!X1 ,3X &,Y !:- M4C , $\P$P!,,!P 2C D $DQ*P!,:(3(S! $0Q0 !#,D< 0C)/ $$S6 ! M,V(<)1M #XT>P !-8L /#:< #LVKP Z-\8 .3?H #DW_Z-_ !.C, _#HV M_P"W0]D8)Y+ "430 BDX (!, !U2 :D, & ^ !6.0 334) M DT0!'-1D 134A $,U* !!-2\ 0#4V #\V/0 ^-D4 /3=- #PW50 [.& M.CAK #DY>0 X.8D -SJ; #4ZK0 U.\0 -#OF #0[^P U._]-3K_ #4Z_P"T M0P ITH\Q. "240 B%('Y0 !S30 9T@ %Q$!2/P 2#H& $0Y M4P!!.18 /SD> #XY)@ \,2T .SHT #HZ.P Y.T(,#M* #<\4P V/%T -3U! M #0]=P S/H< ,3Z9 # _JP O/\(+S_D "\ ^@ P/ \,#[_ # ^ _P"Q1P M!$T)E2 "/50 AE8 'Q5 !Q4@ 9$P %E) !/10 14 # #\^#0 ! M/A, .CX; #D^(P W/BH -C\Q #4 , T/T ,T(#) 40 Q05L ,$%G "Y" M=0 M0H4 +$.7 "M#[@ J0\ %43B "I#_0 ^J0 ,\ +T+ __"M" P N2@ #S]=6 -60 @UH 'E: !N5P 85(%=. !-2P 0T< #I#"@ V0Q$ M-$,8 #-#(R1"< ,40O #!$-@ O13T +45& "Q%3P K1ED *D9D 'E'<@ H M1X,)D>5 "5(J D2+X (TC@ "1(]P E1_\ )4?_ "9"_P"]3P GU4)1; M "+7@ @5\ '=> !K7 7U@ %55 !+40 0$T #5*!P P20X +DD5 M "U)'0 L220 *THK "I*,P H2CL)TM# "9+3 E2U8)$QB ",-< A3(M($V3 !]-I@ >3;L '4[= !Y-]@ >3/\ 'TS_ "!+_P"G4P G%H))? "(M8P ?F0 '1C !80 7%X %); !'6 /%4 #)2 @ J4 P)T\2 "90 M&0 E4")% H "-0+P B43< (5% "!120 >4E, '5)? !Q2;0 :4WT &5.0 M !A3I 64[D %5/9 !93] 74O\ &%'_ !E1_P"C60 F& (E "%: M>VD "%! !F9P 660 $UA !"7P .%P "Y; E6 @ (%<. !Y7% = M5QP "%@C !M8*P :6#, &5@\ !A810 665 %5E; !19;0 36GH $E]- !%. MH0 06K< #EK5 !!9\P 06?\ $5C_ !%8_P"?7P E68 (QK "";0 >&X M &YO !B;0 56H $AH ^9@ ,V4 "EC @80$ && + !5@$ 48!< M$V > !)@)@ 28"X 6W !!A0 /84L #F%8 UA9@ ,8G8 "V*) IAG0) M8;("&'+ AAZP)8/T "E__M?_P";9@ DFT (AQ !^*

@ <'L &-[!6 M>@ 27H #UY Q>)W< !UV 5=@ #W8" EV"@ $=@\ '85 !V M' =B0 '4L !U-@ =4$ '5, !U7 =6P '5^ !TDP =*@ '/ M !SXP P GL)ZK "=Q@ G>D M)SY "< _P"#BP =8X &>2 !9E@ 2YD #V< PG@ (Y\ !>@ . MH@ !Z0 "F]*H "J]@*L! "K!P K P *T0 "N M%@ KQX +$I "Q. L4@ +%: "Q;P L8@ +&@ "PN@ K(T *_R M "Q_0!XD0 :!8 %R; !-GP /Z, #&F CIP %ZD ZK %K@ M + "R M0 +< "W N +D "Z O , +T) "^#@ MP!0 ,,> #%*P Q3P ,9. #&8@ QGH ,:4 #&K0 QL@ ,7E #% M\P!LF0 7I5X $^D !]# ,]P "2O 6L0 #;0 ,0W N +T M # Q ,8 #& R ,D #+ S ,X #0!@ TPT M -@3 #<'@ WBT -] #@5 X6L ,&% #AGP X;< ,:/ #AY@!@ MH0 4J< $.M TL@);4 !>Y -O ,\ ## QP ,H #/\ M TP -8 #7 V@ -P #? X0 ., #F Z0$ .P+ M #P$@ \0| /0Q #V1@]UP /AT #XCP ^:8 /FX #XR0 #_ T M_P + /\ "P# _X _P 3 /\ 'P#_ "P _P Y /\ 10#_ %_P!9 /\ 8@#_ M &H _P!Q /\ =P#_ 'X _P"$ /X B@#]) _ "7 /H G@#Y *<]P"Q /8 MO@#U -(\P#L /$ _@#P /\ ! #_ 8 _P#< /\ T@#_ ,T _P#_ < _P $ M /\ @#_ 8 _P 0 /\ &P#_ "< _P S /\ /P#_ $H _@ !4 /L 70 #Y $0 MH]P !K /4 <@#$ '@ \@ !^ / A #Q (H !0"1 .P F0#] *$ Z "K .8 M@#D M , < X@#C .]P#> /\ W0# _ -D _P#, /\ Q0# _ ,$ _P#_ _P /\ M #_ 8 _P -/\ %@#\ "(^0 N /8 .0 #$ 4$!P!. ,P 5P#I %X Y@!E M .0 ; #B '(X !W -\ ?@#= (0 VP"+ -@ D@#5)L T@"D , \ KP#- +X MRP#5 ,D]P#' /\ Q0# _ ,0 _P"^ /\ N #_ +4 _P#_ _P /\ #^ M]P) /$ $0#K !P YP H .0 ,P#A #X W0!(-@ 40#3 %@ T !? ,X M90#, &L R@!Q ,@ =P#& 'T Q "$,(C #)0 O@"> +L]"Y +8 MP@ +4 M Y@"S /H L0# _ + _P"P /\ K +_ *D _P# _ P /H #Q MZ # . #0#8 !8 T0 B ,T +0 #*(-< Q@!! ,(2@" %(OO!9 +H 7P"X M &4 MP!] +4 < "S '8 L0!] *\ A0"M (I]P"7 >D H0"G *X I0"^ *(MV "@ /(GP# _)X _P">/\ G@# _)P _P#_]P L #A U@ M ,L "0#% !$ OP ; +L)@"W #$ M Z +$ 0P"N $L]P!2 *D 6 "G %X MI@!D #0 :0"B ' H !V)X ?@"< (8 F@"0)@ FP"6 *< E "V)(R@"0 M ,D CP#\ (X _P"- /\ C #_ (T _P#X Z0(-L# #, 0 Q +T M @"V T L 5 *L ("G "H I T *$ / "> $0 G !+)H 4@"8 %@ E@!= M)4 8P"3 &D D0!P (\ =P"- (BP"* (D E0"" *$ A0"O (, P0"! . M@ #U \ _P!_]_P#N"@ W X ,H0 "^#@ M0L *\# "I M < HP 0)X & "# M ,P\ ]_P#5 "@]_P#_ "\ _P#N"@ W X ,H0 "^#@ M0L *\# "I M < HP 0)X & "# M ,P\ ]_P#5 "@ B !7 (8 M?0"% & @!]! (<D5 !TY00 <.DL &CI6 !DI8P 8.W(%CN% !4\F0 4/*T $SW& M !,]Z0 4/]T %3S _!8[_P"@2P E5$ (M5 "!"6 >5D &Y8 !D5@ M6%$ $Y/ !%2P .D< #\! M G0 4 (#X- !T^$0 !H^)0 9 M/BT &#\U !8 /@ 5/T@ %$!3 !- 8 20? $4& "!!EP /0:P #D+$ Y" MYP /0?P $$' ,!! _P"=4 DU8 (E: " 70 =EX &Q= !B6P 5E< M $Q5 !!40 -DX "Q+ C2 &T4) !=$#P 51!0 %$4; !-%(@ 212D M$44Q !%%.P 01D4 #T90 Y'?@ -1VT #$= _M'DP)1Z< "$> ^ A'X) M1_8 "D; _M& _P"; 50 D%L (=@ !]8@ AP 79P %VR !N !FR@ 9>T &7\ !D _P"+ M<0 @G8 'IY !P>P 8G6 !5F](> @ .WH "]Z C>0 &7@ !%W M *=P W< !W @ =P@ '8- !V$ =A4 '8; !V(P =BX '4Z M !U1P =58 '5H !T? =)('-] !RQ <>D '#[!P_P"&>0 M?WT '9_ !H@ 6H($R" _@P ,H0 "6# :@P $8,]# " M@P (0 "%A , (,("##0 @Q (,5 "$' A"8 (0R "$ M/P @T\ (-@ ""=0 @HP (&D " O0 ?^, !Y !^ P""@ >H0 M &R& !>B 4(H $*+ UC0)XT !N- 1C@ "HX "/ D0 M)("2 D@)(! "2!P D@P)(0 "3%0 DQT)0H "4-@ ME$4)-7 "3;P DX( )*< "1M@ D-@ (S "/ P!^AP <(H &&- M !3D 19, #>5 IE@ ')<:&8)F0 !C "G @* M H * "A H00 *( )"C#@ !!0 *4= "F*@ ICH M *9, "E8 I7@ *62 "DK LD *)K "B^@!SC@ 9)$ %:5 !' MF0 .9P "]> =H $:$ BC !0 *< "I K *X "N M K@ *\ "P L0 +("S!@ M0T +<3 "Y@ N2X +I M "Z5 NVH +]% "YH0 N;L +K> "Y\@!GE0 6)D $]>]H@ M+*8 !VH 1]@ !ZP "O L0 +0 "X NP +P "\ MQ@ +\ # P@ ,0 #& R , ,L+ #/$@ T2 -$R #2 M1@ TUT -1V #4D@ U:L -7$ #4X@!;G0 3*(#VG OK 'Z\ M !&Q 'M0 +@ "[O@ ,(#' R@ ,P #, S@ M - #2 U0 -@ #, WP ,(#'T "P ZQ, PD #M. M!DX ,]G #P@@ \)P/"R #QQ0# , _P ! /\ ! #_ D _P / /\ M& #_ "0 _P P /\ / #_ $< _P!1 /\ 60# _ & 0!G /P !0#Z '_ ^0!Y M /@ ?P#V (4]0", , L E #R]T \ "G .X LP#L ,0 ZP#A .H ^ #I /\ MYP#_ -D _P#+ /\ P@#_ +T _P#_ _P /\ %# _M "_P K /X -P#Z $( ]@!+ /(4P#P %L]@!A .P 9P#] &T Z !S .< M>0#E \ XP"& ,$ C@#?)8 W0"@ -L K #8 +L U #1 -, \ #0 /\ S@#_ M ,@ _P"] /\ M@#_ +(_P#_ _P /\ #_ 0 (/< $ #S !H M[P F ,T ,0#H #L XP!% ,30#< %4 V0!; -8 80#3 & < T0!L ,\ <@#- M '@ RP!_ ,D AP#') Q0"; ,, I0# +(O@#% +P Y0"Z /L N #_ +< M _P"P /\ ]0#_ *4 _P#_ _P /X #U [# .4 #0@#? !4 V@ @ M -0 *@#0 #4 RP ^ ,@ 1P#% $X P@!5 , 6P"^ &$ O !F +H ; "X ' (MM@!X +4 @ "S (@ L0"2 *X G@"L *H]0"["O U0"F /, 1 #_ *, _P"A M /\ FP#_),@ _P#_ ^P /\ #V ,X "0#' !$ P@ : +X M) "["X MP X +0 0 "Q $@ K@!. *P 5 "]' %H]0!? *< 90"E &L 1 !Q M *(> "@ ((G@"+)P E@"9 *_ EP"R)8 QP"3 ,@ D@#^)$ _P"0 /\ MC0# _ (L _P#Y ZP -T #/ Q@ +P] "U T L 5 *P "@"H M "@ 10 0 Y@ *(.0"? !$$ G0!( )L 3@"9 %_ EP!9)8 7@"4 &0 D@!]) M<0" , 'H C "# (H CP" ( )P A@"J (0 0 "" -P @0#V (_P!_ /\ ?P#_ M 'X _P#L V@ , D "^ M@ *X "G D H0 0)P & "8 "(ME0])(,@"0 #H C0!! (L 1P") $T AP!2 (8 6 "$ %T @@!D ($ .P!_ M ', ?0!] 'L B !X)4 =@"3 M !S ,P <0#M ' _P!P /\ < & ' _M _P#?!0 R@H +P+ "Q"0] 0 *$ "; , E , (\ $P"* !L AP D M (0 + "! #, ?P Z 'T 00 !] $< >0 !, < 4@!V %< = != '(9 !P $T M;P!V @P @@!] (\ :0"= &< K@!E , , 9 #D &, ^@!C /\ 8@#_ &_ _P#0 M#@ OQ(+( ]3 "G$@ G1)4+ "/ P B0 ' ((#@!^ !4 >@> '8 M0!T "T <0 T &\ ,@!N $; !& &H 3 !! %(9P!8 &8 7P!D &< 8@!Q M &? !> (D 7 "8 %L J0!9 +P 6 #< %@] !8 /\ 5P#_ %< _P#&%@ MMAH *H= "?' E1D (T4 "%#P ?@D ' #,8:@ R&7D ,!F* "\ : MG0 N&K$ +1O* "T;[M'/\ +AO_ "X,_P"L,@ G$@)0["*/ @#P M '8Y !K- 8B\ %D! !0)0 1Q\ $;"@ \&1 .AD6 #@9'0 V&B, M -1HI #0,. S&C< ,AL ^ #$;1P O'% +AU; "T=9P L'G8 *AZ("D?FP H M'ZX)R#' "8@Z@ G(/X *# _ "@@ _P"I-@ G3P) ("'00 ?4 '0^ M !I,@ 7S4 %8P !-*P 1"4 #L@!P Y'@X ,QX3 #(>&0 P'B +QXF M "X?+0 M'S0 +" ["L@1](4X *2%8 "T0 ')# !G M/P 73H %,V !*,0 02P #@F P Q(PP +B(1 "PB%@](AT *2(C "@C M*@ G(S$)B0Y "4E00 D)4L (R96 "(F8P A)W('R># !XHEP =*"L &RG# M !LIY@ <*?L '2G_ !XH_P"C/@ F$, (U' "#20 >DD '!' !F1 M6C\ %$[!'-P /C(#4M L* D *"$T &Y, !D20 6$0 M $] !&/0 /3@ #,T]+P8) "P- "L@ @+!(@ 'RT> !XM)0 =+2P M "'XT !LN/ ;+T8 &"]1 !10 DTL (E/ " 40 =E(&U0 !B3@ 5DD $U< M !$0P .S\ #$Z G-@, 'S(! !PR$;,A4 &3(,!0 &F#@ (7,RD %C,Q M !4T.@ 4-$0 $S1/ !(U7 1-6L $#9] !VD0 .J8 #3>\ TWW0 --O8 M#C; _!V_P';20 D4\ (=3 !^5@ =58 &I5 !#2@ 54\ $Q, !" M20 .$4 "Y! D/0 'H#(!8X#@ 5.!(%#@8 !,Y'P 2.28 $3DN ! Y M-P /,D$ #CL TI60 -.V@ "SMZ H(C0)/*(!SRX <\U0 (// "3O_ M H[_P"83@ CE0 (58 !\6P 6 4U4 $E2 ^3@ M-$L "I' A1 &$(# !) "P 0/Q #C\5 X '-0", #$ K M - * M0#X "4%* =!5@ &O64 !$/V -!B@ !09\ &$T !T !0>X 4\ ) M_P"55 C%D (=> !Y8 <& &9@ =!7@ 45L $57 Z5 +U$ M "5/ <3 %$H Y(" +1PX "$<2 =' &O +I0R !4@H -(.0 "2#L M $A' !(4P 2&($AS ! (A@ 2)L $BQ !'S 1 ^T $?J !,_P"2 M6@ B6 (!C !W90 ,F8 &5F !99 3& $!= U6P *ED "!7 M 750 $%, M2!P %40T 5 1 !0%@ 4!T % E !0+@ 4#@ %!# M !04 4%X %!O !0@P 3Y@ $ ^N !.R0 3NL $W[!-_P"/80 MAF8 'U! !T; ,&T &%K !3;0 1F< #ID O8P)&$!!? 2 M7@ -#%P 9K !7QO 5ND %7[!5 _P"; :@FT M 'IP !R<@ 9W(%IQ !,< /VX #-M H;P '6H !1H -9P M!V< !F P 9@D &4- !E$0 9!4 &0< !D) 9"X &0Z !C1P M8U4 &-F !C>@ 8I &&G !@P0 7^8 %_Z !>_P"";P ?W0 \AW M !N> 8'@ %)W !%=P .'8 "MV @= %G, YS '<@ '(M !R <04 '$* !Q#@ -@ =H 'CU !W_P" ?P =X(&F# ,]D #1) *4 3P"C %4 H@!; + 7P"> &4 G0!K)L <@"9 'L MEP"%) 0 D "2)T D "L (X OP '(_P#T M Y -0 #(,0 _P#T M Y -0 #(,0 _P#T

$@&) !'!BH M10

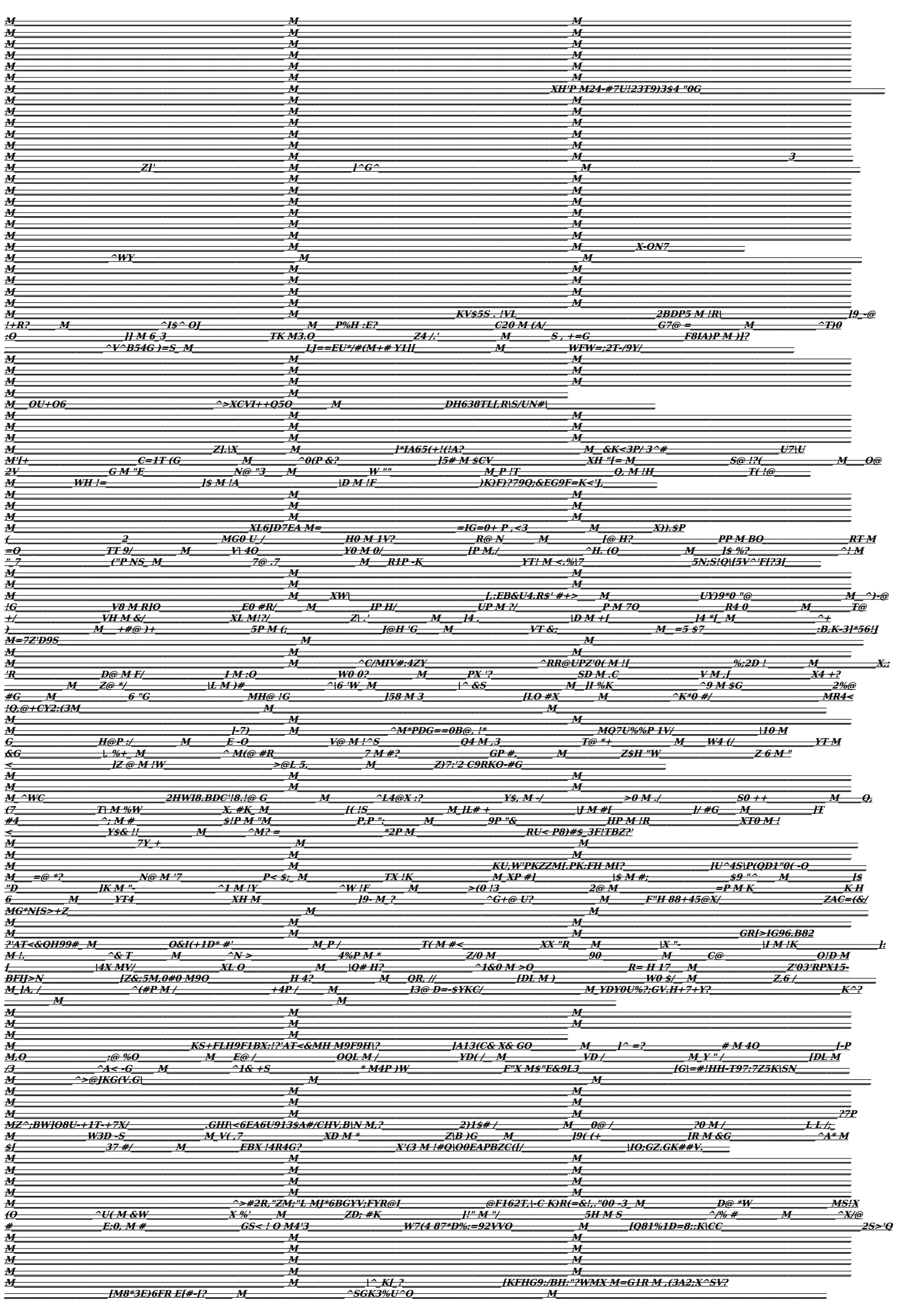
*SD '$V !G,0 M72T %0H !,(@ 0QT #L7!0 U% T ,A,1 #$4%P O%!T +A0D "P4*@ K M%3$ *A4X "D60 H%DH)Q=4 "878 D&&\ (QB "$9DP @&:< 'QF^ !X: MX ?&O@ (!K_" : _P"C- F#H (T] "#/@ >3T &\[!E-P 6S(M %(M !)* 0", #@> 0 P&0H +!@/ "H8% I&!H)Q@@ "89)P E&2T M)!HU ";/@ B&T< (1M2 " <7@ ?'6P '1U^ !P=D0 :'J4 &1Z\ !@?W0 9 M' 8 &A_ !L> _P"A. E3T (M! "!0@ =T(&U !C/ 63< $\S M !&+@ /2D #4D M(<)QT- "4=$@ C'1< (1T= "$=) @'BL 'QXR M !X?.P ='T4 "'!/ !HA7 9(6H &")[!8BCP 5(], %",Z !,CV@ 4(4 M%2/_ !8C_P">/ DT$ (E$ [_1@ =48 &Q$!B00 5SP $TX !$ M- /# #,K]\@, (R(+ " A$ >(14 "'(, !LB(0 :(B@ &B,P !DC M. 8)$(%B5- !4E60 4)F@ $R9Y !(FC0 1)Z($">X XGU@ 0*/0 $2?_ M !$G_P"<0 D44 (=(!)2@ =$H &D)@1@ 54$ $P^ !#.@ M.C8 #$R H+0 ("D) !LG#@ 9)Q(&"<8 !8G'P 5*\4 %"@M !,H-@ 2 M*4 $BE+ !$J5P 0*F8 #BMW XKBP -+)\ #"RU LLSP , +,\ #2S_ TK M_P"91 CTD (5, !\3@ 2P 4T< I !"0 .3T M "\X E- '3 % !8M# 4+! $RT5 !(M' 1+2, $"TJ \N,P .+CT M#2)(TO50 ,,&, "C!T DPB (,9P !C&Q 8QRP &,>L !S#\ @P_P"7 M2 C4T (-1 !Z4P <50 &=2 !=4 4DP $E* ! 1@ -4("L^ M B.@ &C M00 %C\ ! \!P +.@T "3H1 @[%P &.QX !3LF 0[+@ ".5@ 3Q# | M3P /%X #QN \@0 /)< #RL [Q0 .^< #0X [_P"14@ B%@@ M ']< !V?0 ;5X &<= !;7 3E@ $)4 W40 +4X "+ ;20 M$D8 U$!@ '0PP T.0 !#%0 0QL $,C !#*P 0S4 $- !#30 M0UL $-k !#?@ 0Y0 $*] !"PP 0>8 $'Y !_P"-6 AEX 'UA M !5B#:Y0 &)C !780 25T #U: R6)\U4 !Y3 540 #D\ M E-!0 "30L $P. !,$P 2Q@ $L? !+* 2S($L] !+20 2U< M $MG !*>P 2I $FG !)P 2.0 $CX !'_P"+7P @V0 'IG !Q M:0 :6H %YI !09@ 0V0 #=A L7P (5T !A; 060 "E@ -7 M P 5PD %8- !5$ 514 %0; !4(P 5"T %0Y !410 5%, %1D M !3=P 4XT %*D !1O0 4,(%#X !/_P"(9P ?VL '=N !0< M97 %=N !*; /6L #!I E; &F8 !%D +8P !&(!B 0 M808 & + !@#@ 7Q(%\7 !?'(7B@ %XS !>0 7D\ %Y? != M<@ 78@ %R@ !;N0 6M\ %GW !8_P"$;@ ?'('5U !K=@ 774 M $]T !"*

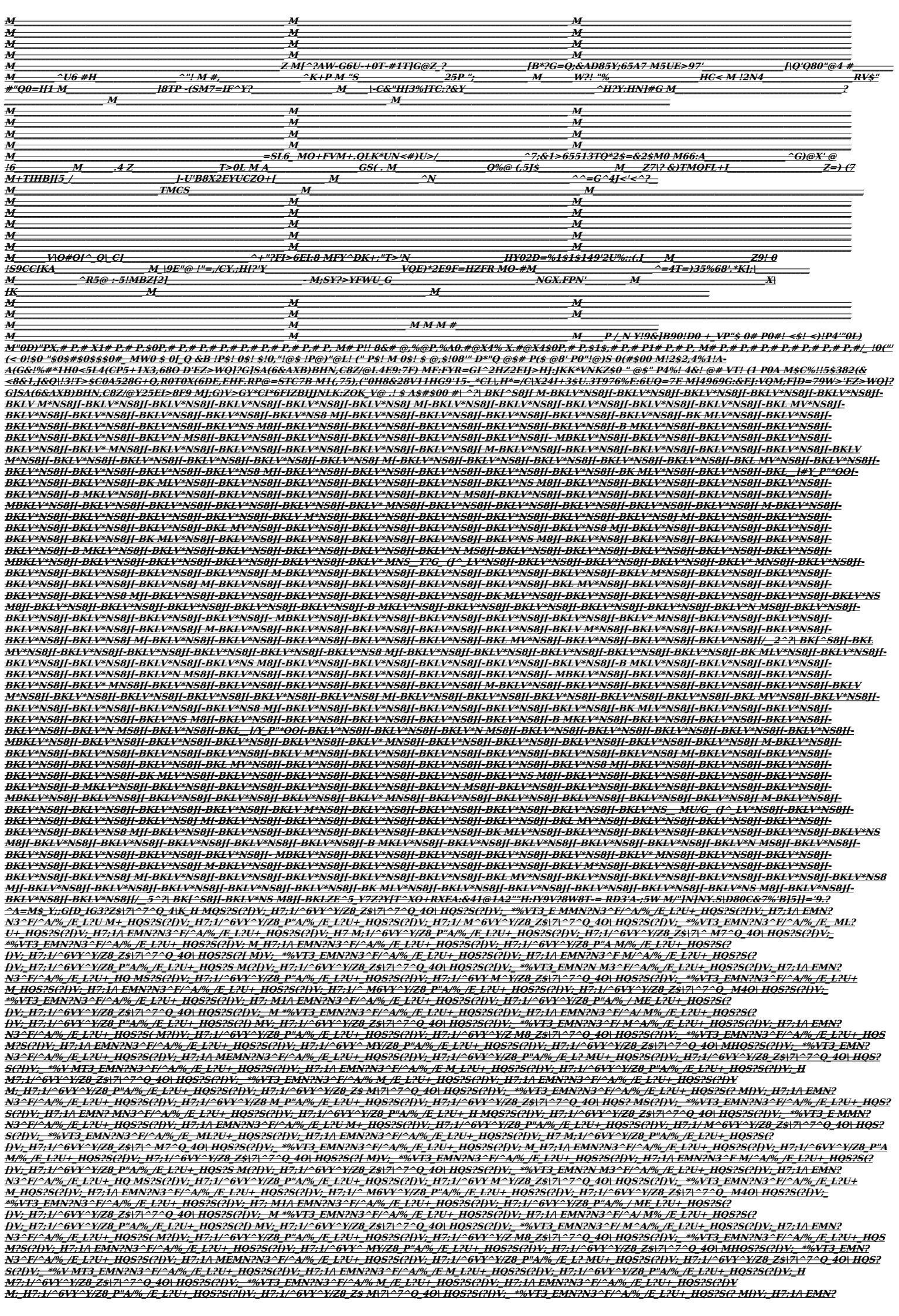
*; !FM0 9=@ &3U !D_P" =0 >GD 'I[!B>P 5'P $9\ M Y? + 'P !][4>@ #7H 1Z >@ 'H !Z >0 'D! M !X!@ > L '@, !X$P >!H '@E !X,@ =T$ '=2 !W90 =GP M '65 !TKP <\X '+Q !Q_P!^?0 =8 &>! !8@@ 2H, #R$ N MA0 (84 !6% -A0 X4 "& AP (@ "(AP (< "' M APO (<) "'#@ B!, (@< "(*0 B#@ (=* "'70 AG, (:- M "%IP A,4 (/L "' _@!XA :H8 %R(!-B@ /XP #&. CCP M%H\ V0 "D0)('3 E0)8 "6 E@)8 "6 MEP)< "7!P F T)D3 ";'P FBT)H_ ";4@ FF@)F# "9 MGP F+H)?B "6^ !MB@ 7XT %"0 !!DP ,Y8 "27 6F #9D M &; G0)\ "A I *4 "D I0 *4 "F IP M *@ "I]@0 *P, "N$P KB$ *XS "N1P KET *YV "NDP MKJX *W- "L[P!AD0 4Y4 $28 UG)\ !>A -HP *4 "G M]@ *P "P L@ +0 "S M +4 "W N +D M "[O0 +\! ##"P Q14 ,4E #&.0 QT\ ,=H #&A0 QI(M ,:\ #&W@!5F0 1YT #BB H@ &:@ VK K0 +$ "T MMP +H "_ P0 ,0 #@ Q0 ,8 #(R@ ,T #/ M T@ -8 #; X P ,$8 #C*P Y$$,5: #F= YI$,6L M #EQ # _ _P /\ #_ $ _P"5 /\ $@#_ !T _P H /\ - #_ #X M_0!(/H 4 #W %<]0!= /0 8P#R &D ! !O .\ = #M 'L ZP"! ,D B0#H M) (Y@"< .0] #B + < WP#- -P [@#9 /\ V0# _ ,H _P"^ /\ M0#_ + M_P#_ _P /\ # _P /\ #P#\ !@ ^ C /0 +@#P #@ ZP!" M .@ 2@#E %$ X@!8 . 70#> &, W !H -D ;@#6 '0 U !['_ -$ @@#/ (L MS0"5 ,H H0#(*\ Q0#! , (XP# /L P # _ +L _P"P /\ ] # _ *0 _P# _ M _ P /\ #[\P ! .T # ##H !, XP > _ * #: #(TP \ , ! M1 #, $L R0!1 ,8 5P#$ %T P@!B ,$ 9P" _&T O0!T +L >P"Y (0 MP". M +0 F0"R *< KP"W *T T "K /( ]@#_ *D _P"A /\ FP#_)< _P#_ M_P /0 #I X -4 " #. ! R0 8 ,4 (@#! "L O U +D /0"Y M $4 LP!+ +$ 40"O %8 K@!; *P 80'] &8]0!M *8 = "D 'P H@"& * MD@">) \ G "N)0]P"7 .< E@#_)4 _P"2 /\ C0#_ (H _P#\ ! M ., #4 R +\ ]P"Y T LP 3 *\ ' "L "4]0 N *4 -@"C #X MH !$)X 2@"= % FP!5)D 6@"7 %\ E@!F)0 , "2 '4 D !^ (X B@"+ M)< B0"F (< N "% -8 A #V ((_P"! /\ ?@#_ 'P _P#M W0 ,P M #! N *X "G D H@ 0)X %P". /\ EP G)0 +P"1 #< CP] M (T 0P"+ $D B0!. (@ 4P"& %D A !? ((90" &T ?@!W 'P @@!Z (\ M> "> '4 KP!S , < <@#L '$ _P!P /\ < #_ &X _P#= R0 +P "Q M]0 *$ "9 , DP , (X $@"* !D AP A (0 *0"! # ?P W 'T M/0!$ (>0!('@ 30!V %(= !8 '(7P!Q &< ;P!P &P >P!] (@ ; "7 M &8] !E +P 8P#A &(^@!A /\ 80#_ &_ P#- 0 O 4 *\% "E @ MG)0 *\ -@ [($ #@!\ !0 > ; '4 (P!P < P &X -@!M M #P :P!! &D 1P!H $P 9@!2 &0 60!C & 80!I %\ = != ($ 6P"0 %D MH0!7 +0 5@#0 %4 \@!5 /\ 5 # _ %4 _P#!# L@X *8/ ";#@ D@L M (D% "" >P " '4 "P!P ! ; 6 &@ '0!F ", 8P] &$, !@ #8 M7@ [%T 00!; $8 6@!, %@ 4P!6 %L 5 !D %(;@!1 'L 3P"* $T FP!, M *X 2P#& $H Z@!) /X 20#_ $D _P"Y$@ JA8)X7 "4%@ BA, ($0 M !Y"P <0, &L !@!E T 80 1 %T & !; !X 6 D %8 *<0!4 # 4P V M %$ .P!0 $$ 3@!' $T 3@!+ %8 20!? $< ;0!& '8 1 "% $, EP!! *8 M0 "_ #\ X@ _ /@ ;@#_ #\ _P"R&0 !IX)@? "."P A!P 'H8 !R M$@ :@X &((!< 0@ 5P . %, $P!0 !D 3@ ? $P)0!* "L 2 P $< M-@!& #P 1 !" $, 20!! %$ /P!: #X 90 \ '(.@"! #D DP X *4 -@"Z M #8 VP U /0 -0#_ #4 _P"L(GR0)0F "))@ ?R0 '4@ !L&P M9!4 %P0 !4# $ 3@8* $H"#P!' !0 1 : $((! "4 /P K #X!,0 \ M 3< .P(^ #D"10 X TT -@-6 #4$80 S!&X ,05 ^ # %D 0!:, +0:X "P& MU L!_ + C_ "P(_P"H)0 FRH) L "&+0 >RL 'G !H(@ 7QT M %<7 !/$@ 2 X$ $$*"P ^!Q .P85 #D'&P X!R$ -@@ F #4(+ $"<@ M,@DY #$)00 "D 4D +@I3 "P*7@ K"VP *0M\ "@,CP F#*( )0RW "0,TP C M#?) W _ "4_ _P"D*@ F" \ (TR "#,@ >3$ &\N !E*0 7"0 %,? M !+&0 0Q, #P0!@ U#0P , PP1 #$,%@ O#!P +@TB "T-* K#2X *@TU M "D-/0 G#D8)Q*0.7 C#VH (@[" 0C@ ?$*('1"W !P0U =$?(M'1'_ !X1_P"A+P E3, (HV " -P =C8 &TS !C+P 62H % E !(M(/QH #@5 P$0@ +! . "H0$@ H$!@)Q > "40) D$"H (Q$R "(1 M.@ A$4, (), !X26@ =$V@ &Q-X !H3BP 8%* %Q2U !84T0 6%?$ %Q7_ M !@4_P">,P DS< (@Z !^,P =#L &LX !A- 5R\ $XK !%)@ M/2$ #0< M%P4)A,, "3$ B$Q4 (!,: !3(0 >%"< '10O !P5-P ; M%4$ &A9+ !D65P 7%V4 %A=E V !08B0 3&)X $ABS !9S@ -1&>\ &AG _!,9 M P"<-@ D3L (8^ !\/P P #AW _ \=_P"9 M.@ CS\ (1" !{1 <4, &A" !>/(@ 4SH $HV !!,@ .2T #$I M H)0 (" & !H=# 7'! %1P5 !0=&P 4'2($QTI !(>,@ 1'SP $!]& M ! @4P .(&$ #2%Q PAA0 +(ID "B*N DBQP)(N< "B+[LA_P"7/@ MC$, (-& !Y2 <$@ &=& !<1 4C\ $D[! . .#0 "\P G M+ 'B<# !8C"@ 2(0X $2$3 ! B&0 0(B #R(G XC+P -)#D #"1$ LE M4 *)5X "29O 0 -X\ #;E V0O -N #7U U_P"-4 A%8 'Q: !R6P M:5L &!; !760 3%8 $!2 U3@ *DL "!(71@ $$, M!! $ M0 H #\ _^$0 /A8 #X= ^)@ /B\ #XZ ^1@ /E0 #YD ^ M=@ /8P #VC \NP /-X #OU [_P"*5P @EP 'E? !P80 :&$ M %A !47@ !O50)5(!M0 230 #$L 9* P 20D M $@- !'$ 1QO $8: !&@ 1BP $8W !&0P 1E$ $9@ !%*

I7 'UH !57 .5@ !U0 !3 0 4@8 %$+ M !1#@ 4!$ $\6 !/\@ 3R< $\R !//P 3TT $Y= !,!M0 2]@ $KU !*_P"%90 ?&D 'IL !M;@ 8FT %1K !' M:0 .F< "UE B9 &&(!!@)7P %X !> 70, %P(!; M# 6@\ %H3 !9&0 62(%DM !9.@ 64@ %A8 !8:P 5X$ %>9 M !6L@ 5=(%3T !3_P"!, >7 '-S !H

*_P!]= =W< &YY !?>0 47D $-Y V> *7@ M !QW 1=@ "G4 !U =0 '8 !U = '0 !S @ P $P MVP!3 -@ 6 #4 %X T@!C - :0#. &X S !U ,H ?0#((4 Q@"0 , (FP# M *D O@"Z +L V0"Y /< N # +0 _P"I /\ H@#_)T _P#_ _P /\ M #V [@ .< "@#A !$ W : -< (P#0 "X RP W , < /P#$ $8 P0!- M +\ 4@"] %@ NP!= +D 8@"X &@ M@!N +0 =0"Q 'X KP"(*T DP"] *$ MJ "Q *8 R "D .T H@#_ *(_P"; /\ E0#_)$ _P#_ _ .X #C M V , T !0#& X P0 5 +T '@"Y "< M0 P +(, "O $ K !& *H M3 "H %$ IP!6 *4 6P"C &$ H0!G) \ ;@"> '8 FP")) D C "7) D E "H M)(O "0 -\ C@#[(X _P"+ /\ A@#_ (, _P#X Z0 -P #, MP0 +@ "R H K 1 *&@ & "E "$ H@ !]X ,@"< #D F0 _)< 10"5 M $H E !0) (' 50"0 %H CP!@ (T 9P"+ &\ B0!X @ 5A "$) $ @@"@ (ML@!] ,P ? #Q 'L _P!Z /\ =P#_ '4 _P#F TP ,8 "[L0 M *< "A 4 FP -)< $P"3 !L D C (P *P"* #(B X (8 /@"$ $0 M@@!) ($ 3@!_ %, ?0!9 'L 8 !Y &@ =P!Q '4 ? !S (D < "8 &\ ]0!M M +\ ;P#F &H _P!I /\ :0#_ &< _P#3 PP +4 "K HP)L M "2 C * (< $ "# !8 ?P = 'T) !Z "L > R '8 , !T #T <@!" M '$ 2 !O $T ;0!3 &P 60!] &$:]J &8 = !D ($ 80"1 %\ H@!> +8 M7 #5 %L !P!; /\ 6@#_ %H _P#% M@(*D" "? E@ (X "' M=0 &X " !I X 90 3 &(0 8 &X '@!K "4 ;0 K &< ,0!F #< 9 \ &, M00!A $< ?P!- %X 4P!< %L 6 @!0 H %@ ;@!6 'L 5 "* %(FP!1 *X 4 #(M $\ ]@!. /\ 3@#_ $T _P"[*- "5# C @ (," !\ M=0 &X " !I X 90 3 &(&0!? !\ 70 E %L *P!9 #$ 6 V %8 .P!5 M $$ 4P!' %$ 3@!0 %4 3@!> $P : !* '4 2 "$ $ < E0!% *@ 1 "_ $, MY !" /P 0@#_ $(_P"R$0 I10)D5 ".$P A!$ 'L- !S" ; M &4 P!? L 6P / %< % !4 !H 40 ? $\ )0!. "L 3 P $L -@!) #P M2 !" $8 2 !% % 0P!9 $$ 8P _ &\ /@!^ #P D [*_ .@"X #D V0 X M /4 . #_ #@ _P"L!%P GQL),= ")' ?QD '45 !L$ 9 P %T& M !6 8 40 , $T $!* !4 1P ; $4 (!$ "8 0 @ K $$,0 _ #8 /@] M #P 1 [$L .0!4 #< 7P V &L - !Z #(C Q)X , "S "\ S@ O .\ M+@#_ "X _P"G@ FB((\D "$) >B$ '$= !G& 7Q, %<. !0 M" @ 20,($4 #0!! !$ /@ 6 #P &P Z "$,0 F #< + V #(- X #, M/P Q $< , !0 "X 6P M & < *P!V "H B H) P]P"P "8 R0 E ,H]0'! M "4!_P"B(P EB@ (L] "!* @ =R@ &TE !D(6QL %(5 !+$ M0PP" #T "'0 Y PX -@$2 #,!%P Q 1P , $B "\")P M BT + , T "H#.P 1 M!$, * 1- '8%% E!64 (P9T "(&A@ @!HH 'P>N !X'Q@ =!^< '0CX !T) M_P"?* DRT (@O !^+P =" X &HK !A)@ 6"$ $\< !'%P /Q(M #@.! Q"PH +@@. "L'$@ I!Q< * @= "<((P E""D) DP ",)-P A"D M(I* !\+50 ="V(&PQR !H,A0 8#)D %PRM !8,Q@ 5#>8 %0WY !8-_P"< M+0 D#$ (8T !\- #24 '0TL !L-- :#CT &0Y' M !<,4P 6#F$ % !Q !,0A 2$@ $!"N ! 0Q@ 0$.@ $!#[!Q0_P"9,0 MCC4 (0X !Z.0 <#@ &*@ "S, !B ^ 0@2@ #(5< 2%G M A>0 (8X "W& M=0 F$D AN@ <.(L "0" @@"00 AD4 'U(!T2@ M:TH &)) !81@ 3D($4]/ -3D "LT B+P &2L !(H! - M) H "2,. 8C$@ %(QD !"0@ (D* !)3$ "4\ E2)E4 "9E F M=P)HP ";B FN0)MD "7R E @"10 A$D 'M- !S3P ;D\ M &!. !72P 34@ $1% \0@ ,3T "-0 %3(\N P *+ H M !2L. $]$0 *A8 "H>]@ *R\ "LY K10 +%, "QB L=0 M+(H "N@ KMP *!8 "KR] _P",20 @DX 'I2 !Q5 .%0 %]3 M !640 3$X $-+ W1P +4, ",. ;/ $C@ PV P &,PD #(- M R$,10 #$; Q(@ ,2P #(W Q!"00 *8 R@0 ,E #)@ R<@ ,(K #&> QQ0 ,-0 ##R O _P")3P @%0 'A7 !O60 9ED %Y9 !5 M5P 25, #Y/ R3 *$<@ !0 @]@ =]/ @ #L, Z M#P .1(#D8 Y(.2D #DT Y0 .4X #E= Y;P .(4 #B< M WLP -[(#;R U_P"'50 ?UH '9= !M7P 95\ %U? !27 M1%@ #A5 M4@ (D\ !A, 02@ "D@ -& 0 108 $0* !##0 M0A $$5 !!*0 028 $$Q !!/0 04H $%: !!; 0($ #^9 _ ML0 /M #WR _P"$7 ?& '-C !L90 9&8 %ED !+80 /EX M #); F60 '%8 !)4 ,4@ !%$!/ 3@, $T(!,# 2PX M $L2 !*&0 2B($HL !*.0 2D< $16 !); 27X $B6 !'KP M1LT $7Q !$_P"!8P >6<]/ !%: 8&L %)\ !$9@ -V0 "IB M 2!8 %5X U= &6P %H !9 6 %< $6 "5@ P %40 M !4% 5!' %-2 !39 4GD %*2 !!JP 4,H M $_O !._P!^:@ =VX !Q !F<0 6' $IO \;0 +VP ")] 7 M:0 #F< 9F 90 &4 !E 8P &(!B! 80@ &$- !@ M$ 8!< & A !?+@ 7SP %]- !>7@ 7G0 %V- !@ <'P &%\ !3?0 1'T #9^ H?@ &WT !!] '?0 'T M !] ?@"\ !^ ?0 'T !\ ? 'P !\!@ ? P M 'P2 !\'0 ?"P 'P\ !\3P >V4 'M^ !ZF@ >;8 'C? !W^@!S M@ 98$ %;# !(A ,88 "N' =AP $8< >(B (D "* M C (T "- C (P ", C (P "- C00 (X, M ".$P CR$ (XR ",1@ CEL (UT "-D C*T (O. "*\P!HA@ M6H@ $N+ \C0 +8\ !Z0 1D0 !Y("9 MFP)P ", FP)P "< G0)X "> GP *$# M HA8 *,F "C.@ HT\ *-H "BA@ H](<+ "AZ !C 6O0## _P /\ #_ M _P # /\ #0# _!4 _P @ /P *P#X #4]_ / 1P#N $X ZP!4 .D M6@#G %\ Y0!D ,, :@#A ' WP!V -T ?@#; (< V "1 -, G0#/ *L S0"] M ,L X #) /L QP#_ +T _P"Q /\ ]0#_ *, _P# _ _P /\ #_ M_ /8 "P#Q !$]0 ; .D)0#D # WP Y -H 00#5 $@ T0!. ,\ 5 #- M %D RP!>, D 8P#' &D Q0!O ,, =P# '\ O@"* +L E0"X *, M@"T +0 MS0"R /(L #_ *P _P"C /\ G #_)< _P#_ _P /H #Q Z M . !@#9 X T@ 6 X 'P#("D Q R , .@"] $$ N@!(+@ 30"V %, MM !8 +(70"P &(K@!I *P ;P"] ' @] "" *8 C@"D)L H0"K)\ P "= M .8 FP#_)H _P"4 /\ C@#_ (H _P#_]@ .@ #< S@ ,8 M 0"_ L N@ 1 +8 &@"R "(K@ K *H - "H #L 10!! *, 1P"A $P GP!1 M)X 5@"< %P F@!B)D : "7 ' E0!Z)(A@"0), C0"B (L M0") -, MAP#W (8 _P"$ /\ ]P#_ "P_P#R XP -(#% N@ < K M < I0 . *$ % "> !P F@ E)< +0"4 #0 D@ Z) 0 ", $4 C0!* (L M4 ") %4 B !, (8 80"$ &D @@!R \! ?0!] (L >P", '@]P!V ,0 = #K M ', _P!S /\ < #_ &X _P#? S +\ "T]P *$ ", (ME +) $ ", _!< B > (4)@"# "T @0 S \ .0!] #\ >P!$ 'D 20!X M $X =@!4 '0 6@!S &(< !K &X =0!L (, ;@"2 &@ HP!F +@ 9 #> &, M^P!B /\ 8@#_ & _P#, O *\ "E G0)0 ", A@ ' M ($ #0!\ !(> 9 '4 'P!S "8 <0 M &\ ,@!M #@ ;P] &H 0@!H $@ M9P!, &4 5 !C %L 80!D %\ ;@!= 'L 6P"* %D FP!7 *\ 5@#+ %4 \@!4 M /\ 5 #_ %0 _P"^ L *0 "9 D (@ "! >0 " ', M"@!O \ ,P 4 & < &@!E " 8P F & $ + !? #(7@ W %P / !; $(60!' M %< 3@!6 %4 5 !> %(; !0 '0 3@"# $P E0!* *@ 20# $@ Z !' /\ M1P# _$ < _P"T"0 I@L) L "0"@ A@4 'X !V ;P & @ !0!C M P 7P 0 %L %0!8 !H 5@ A %0)@!3 "P 40 Q % -@!. #P 30!" $L M2 !) % 2 !8 $8 8@!$ &X 0@!] $ C@ _ *(/0"X #T W0 \ /@ / #_ M #P _P"L$ GQ( )02 ")$0 ?P\ '8, !N!0 9@ & 0!9 @ M50 - %$ $0!. !8 2P ; $D (0!("8 1@ K $4 ,0!# #8 0@ \ $ 0P ^ M $L /0!3 #L 70 Y &D -P!X #8 B0 T)P ,P"Q # (S@ R /$,0#_ #$ M _P"F%@ FAD (X; "$&@ >A8 ' 2 !H#@ 7PH %@# !1 0 3 * M $@ #@!$!(00 6 #\ &P] "$ / F #H + Y #$ -P W #8 /@ $ M2P!/ #$ 60 O &4 +@!S "P A0 K)@ *"@"M "D Q@ !H * #^ "@ _P"A M' E2 (HA !_(0 =!\ &P: !C%@ 6A$ %(- !+!P 1 & $ M"P ! \ . 2 #8 %P T !P ,P A #$)P P "P +@ S "T .@ K $(*@!+ M "@ 50 F &$)0!P "0 @0 B)4 (0"I " P0 @ .0 'P#Y !\ _P"=(@ MD28 (8H !\)P E !$'NP 0!]L $ CR !) _P"7*P C"\ ($Q M !W,@ ,C$ &0N !,*@ 424 $D@ ! &P .!8 #$2 !#@0 (PP) M !\)#0 =!Q &P<5 !D(&@ 8""" %PDG !8)+@ > 5"C< $P!! !(+30 1"UH M$ MI X,>P .#) #0RE P- &P "+#=D "PWQ P_P"5+P BC, \!V !V M-@ ;#,& S !9+P 4"L $0 ($(T !Q"B 80N %$-0 !1#Q 80_P"2,P B#< 'XZ !T.P M:SH &$X !8-0 3C $4L])P -2, "T? F&@ 'A8! !<3!@ 1 M$ L #@X. X/$P -$!D #1 @ P0* +$3("A$\ @22 !$E4 !A-E 03 M=@ #$XL 12@ 3M@ $]$!/N 3 ^P"0-@ ACL 'P^ !S/P ;C\ M &] !7.0 338 $0Q \ +@ _"H "PF E(@ 'AX !8; @ 0%0D M#!,, H3$@)%!< "!0? <5)@ &%2\ !!8Z ,61@ !%U, !=B 8= M&(D !B? 8M0 %] !?M 7^P"..@ A#\ 'M" !R0P :$, %[" M !6/P 3#L $,W [- ,S "PL D*0 &R0 !,? @ -&PD "1D- M 89$0 $&18 AD= $;) &BT !LX ,1 '%$!Q@ =<@ '8< M !R= B< (H4 "&; M AL@ (9 F ML)*

*U@ '-; !J70 8ET %M= !/6@ 0E8 #92] M3P ($P !9) .1P "$0 !" 00, #\' ^"P /0X #T1 \ M& /"$ #PK \-P /$0 #Q3 \90 .WH #]2 Z]P .<@ #CM M W P"!6@ >5X '%A !I8P 8F0 %=B !)7@ /%L "J8 D50 M&5, !!1 *3P 4T !, 2@ D !(" 1PP $8/ !&% M11P $4G !%,P 14 $50 !$80 1'8 $,/ !"J 0<8 $#L _ M_P!^80 =F4 &JH !H:@ 76D $!F !"9 -&$ "A? =70 $EL M M9 "6 %8 !6 5 %, !2! 40D % - !0$ 3Q@ M $\B /!+@ 3SP $!+ !.70 3G($V+ !,10 2\($G] !(_P!(M:0 =&P &YO !D;P 56T $=L Y;@ +&D "!G 490 #60 -B M 8@ &$!@ 7P %X != 7 0 %P) !,#0 6Q(%L< M !:* &6& !96 66T %B% !7H 5KT %7H !3 _@!V< M ;7H M %]Z !0>@ 0GH #-[E>P &'H YY $>0 'D !Y >@ M 'H !Z > '@ !W = P '< !W 0 =@ M 'H !Z > '@ !W = R8 '8V !V20 =5\ !5W !TDP 'EZ M?'U^@(&"@X6&AXB*BXR.CY"1DY25EIB9FIR=GI^AHJ.DIJ>HJJNLK:^PL;.T MM;;XN;JIO;Z P<+ +#Q,;'R,G+S,W/T-'2U-76U]G:V]W>W^ #BX^3FY^CIZ^SM MIO#Q\O3U\IO?Y^OO_O _____M_____$#! 4&" D*'PT.#Q$2$Q06%Q@:.M&QP='R A(B0E)B@I*BLM+B\P,C,T-C8&%B8V5F9VE]:VQN;W!QGQ]?H"!@H.%AH>(BHN_MCH^0D9.4E9:8F9JOL[>[P\)?+T]?:W^^?K[/[M_____P M ! P0%!@@)"@L-#@\1$A,4%A<8&AL<'1\@(2(D)28H*2HK M+2XO,#(S-#8W.#D[/#T^0$%"1$5&1TE*2TU.3U!24U155UA96UQ=7F!A8F-E M9F=I:FML;F]P<7-T=7=X>7I\)?7Z @8*#A8:'B(]+C(Z/D)&3E)66F)F:G)V> MGZ&BHZ2FIZBJ]ZRMK[*QL[2UMKBYNKN]OK_!PL/$QL?(R\'R A(B,D)28G*"'D]*RPM+B\P,3(S-#4V-S@Y.CL\/3X_M0$%"0T1%1D= (24I+3$U.3U!14E-455976%E:6UQ=7E](86)C9&5F9VAI:FML M;6YO<'%R7I[?'U^?X"!@H.$A8:'B(F*BXR-CH^0D9*3E)66EYB9 MFINHJ:JKK*VNK[*QLK.TM;:WN+FZN[R]OK_ P<+#Q,7&^MQ\C)RLO,S<[/ MT-'3U-76U]C9VMOKK[.WN[_'R_3U]O?X^?K[_/W^_M_P ! 0(" P,$! 4&!@<'" @)"0H+"PP,#0T.#P\0$!$1$A,3%!05%A87%Q@9 M&1H:&QP<'1X>'R @(2(B(R0D)28F)R@#I*2HK+"TM+B\P,3(R,S0U-C7Q^@&B8N_MD)*5EY[;G9^AHZ6GJ*JLK:^PLK.UMK=WN+YNKN\O_?+ZH_?7FYN? HZ.GIZNOKI.SM M[N[O[_#P\]?+R_/T]/7VIO?W^^/CY^^?K[^_S_?W^_O\ 0$@,#!.0%!@8'M!P@("0D*"'PL,# T-#@\/$! 1$1(3$Q04%186%Q<8&1D:&AL<''!T>'A\@("$B M(B,D)"4F)B9FYV?H:.EIZBJ MK*VOL+*SM;:WN;JIO+V_P,'"P\3%QL?(RKKZ^SL[>[N[^_P\/'R\O/S]/3U M[O;W]_CX^?GZ^_O_/W]_O[_____ M_____M_____M_____ M_____M_____M_____ M_____M_____M_





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M79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5= MFQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;
M;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V

*BKLV*NS8JI-BKLV*NS__T/G_ (J^_LV*NS8JI-BKLV*NS8JI[M/1?_ #CM_P <2|_YB1_Q 9ZSI)_W4_ZW^]#XWI8_WT/ZG^^=G8\|!?.79L5=*

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M=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V M;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L

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*M79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%

{)=F_>>=FQ5V;% M79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=A;Y@TI-L^R?|U/^ MM_O0^-^V/|]#^]_OG9V//07SEV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;

*M%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5 M=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5

*M7O=GIK2-6L]=LHJ0T^02VTHJK#\01V8=",]CT^HAG@)P-QD^(ZC3ST\SCR#A-ME'G^,YV#?>T?91S#Q\8N41ZQ_,CW^^/W>Y]&|F.V!@/Y?(;A{^B7\V?\-M-]TO]U_6=GG+/)GV1V;%79L5=FQ5V"7E_P I:SYIE]+2K9Yf&C,!1%_UG-%'-MWYL-+H\5N M*_?(_P#!,[O2^RE[YI?YL/+BI?\2^>ZOVPZ8(?YV3_B(_\%.R9Q?D?Y,C3-MBUO*Y_F:9[_\+0?AG0Q]F]*!R)_SB\W+VHUA-\41_FC]+LBWF;_G'RUDC;;R M]<,DHW$,YJH@X * _P"R#9I-9]*Q(O!*C_-GR_TW3[7>Z'VOD#6HB"/Y\/[_MTO7X4[,&ZOH]HI-ViC[,30W"'=58?B.Q!{$;9YOGT\%C#(.&0?4=[f:B GC-M(E$]0[-8SE.S8[VBK*NS8[[-BKLV*NS8[[-BKLV*NS8[[-BKLV*NS8[[-BKLV*NS8[[-BKLV*NS8[[-BKLV*NS8[[-BKLV*NS8[[-BKLV*NS8[[-BKLV*NS8[[-BKLV*NS8[[-BKLV*NS8[[-BKLV*NS8[[#'0]XS*TVIGIYC)C-`M2'X^3AZK2PU,#CR#BC+\6/-V>K_(/GZQ\]6/JQ4CO8P/7@KNI_F7Q0|CV^R< M]Q[+[4AKH6-ICZX?I']%\#[6]GV?.CZH2^B??Y'^E_;'9+LW[SKLV*NS8[[M-BKLV*NR->=?)6G^=]/-G>#A,E3#,!\4;?Q4_M+_ !S2]!=FPUL.&7U?PRZQ M/ZN\.[[,[3R:#)QPWB?KATF/^*_FR=GDWS+Y:U#RIJ#Z;J2<95W'\'Y7LZGN-ML_^->&ZO23TSCH"B/E(=X??]%K<>LQC)C-@_,_)_FR\W4@9=P=FQ5V;%79ML5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V*VUS-9S)<-M6[%)HV#(RFA!:[",G"9@1*.Q&X+7. F#&0L'8AV>P/R|\W)YTT*+4#07*_NYMU':1>I^3#XA\Z9[WV3KQK,(G_%|,_P"L/U\WYW[8[/:ASG'__5#^H?^)^E MV2G-XZ%V;%79L5=FQ5V;%784>:.-$3S)HUUI4G^[XF52>S]4/T.!FOUVF&IQ2MQG^(?;_#]KL=#]CIZ]&;E+I<-MK?O8NZG_'Y'_E>(_:^XYT_9':\M%*COCE]4>[^E'\>IY3MKL6.OC8].6/TR M[_Z$_+_8=@K+VAV;%79L5=G'/\ G(G_(XEE_S$G_B!SS[VL_NH?UOIZ7T?:MV;_OI_U/!\/.F>3/L:LV*NS8[[-BKLV*NS8[[/_U?G_(^-_LV*NS8[[-BK MLV*NS8[[/1?_ #CM_P <2]_YB1_Q 9ZSD)_W4_ZW^]#XWI8_WT/ZG^^=G0\[M!?.79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79 ML5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L

*S9.PBS6NT=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V; M%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5 M=FQ5V;%79L5=FQ5V&.AZY?>7+Z/4=.D,=Q&:@CH1W5AW4]QF5IM3/3S&3&:D·M/Q\G#U6EAJ8"D"%&7XL>;L]7^0?/UCYZL?5BI'>Q@>O!?=3_.OBA[*MT.>X MJE]J0UT+&TQ]L^R?·MJU/^M_O0^-^V/]]#^]_OG9V//07SEV;%79L5=FQ5V;%79L5=FQ5V;%79L5=F MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V; M%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5= MFQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V; M%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5 M=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V; M(W='"9A_:-L]RT·M>LAJH#)C.WVQ/<7P#6Z+)I,AQY!1'RD/YT?)V&V;!U[LV*N58J[(K^8^NKY=·M\L7MW6DK1F&/_7D^$4^0JW^QS1=L;G\OIY2ZD<,?ZTMOVN^[%TGYG4PAT!XY M?U8>K[GQ=GCO/ GZ,=5FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=A!YN\HZ=YSTYK",6A%9%*!\4;?S+,QLOI6;K7Z# M'K,?!/\ S9=86G\?· VW9W:.30Y/$Q_P"=:^&<>X_H/1V>3?·GE/4?)VHMI^H+ M0C=''V9%[,I_SX]\\,UVAR:/\P3^\Z2'>'Z /[0QZW&,F,_UH_Q0E_-D["+ M-; {1V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V M;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L M5=FQ5V;%788Z'KE]Y0<49?BQYNSU?Y!\ 6/GJQ]6*D=[&\Z\%=U/\ ,OBA[*MT;/<>R^U8·M:Z%C:·8^N'Z1_1? ^UNR9|GSH^]$@OHGW^1_I?@.R70WG79L5=FQ5V;%79L5= MFQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V; M%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;

PSCWC\;.P|S:.J=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=F MQ5V;%79L5=FQ5V;%79R|\U/S4C\]1MI6E,U9Q\3=1 #W\ Q9_*Q/VF| \M3VWVV-/"Q;Y3_TK_P"/=P^>|\^ZI[!:.L/BY=L{_Z6_|<[SUY!V>9IH+F1I MIF+R.2S.QJ23U)/CGCLI&1I[DOMT8B(H;_<@[$\BR=FQ5V;%79L5=FQ5V;%7 M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79@:;C%79Z#_"E_-H7XCT#7Y/\ M2-EM[AC|OPCD/_\K?M=#\7VO4^PNW>.L.8^K^"?\[^C+.^EW"^+.^MS\B]H/9 M_P_|^.>GG._A_IP_H_SH_P^[EL[7GHSYD|-A

#9=8G\?-VW9W:.30Y/$Q_YT?X9Q M[C^@1'9Y\-\V>4]1\G:BVGZ@M"-TK'U(Z17T0'KP5 MZ?Y2^*_(7[+>_M_97:L-=*QM,??#)(_HO@?;_9$^SYT?5CE]$_]|+^E]_1 MV3#.A>

*<=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79 /S:\|#RCHC1V[4U"[!CAI MU4?MR?[$;+_E'.5[=[1_*8:C_>3],?+^=+X?>],[/|F?G,UR'[O'ZI^?|V'Q MZ_T79Y0ZYX>^^NS8JI-BKLV*NS8JI-BKLV*NS8JI%(.SN-0N$M;5&DGD8*B*.M*DD|AEF('+)(1B+D>0:LF2..)E(\,8[DEV>H_P L?RQM_)5N+R\"R:M(OQ-U M$0/[":?\ &[I^@^'K[1V-V-'1QXYIY3_L/Z,?TE\+*

[<[L^R?!U/=M_O0^-<'I/||#^1_OG9V/ M/07SEV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V

*M]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f.]_ME5^;LGE>1=)U9B^E.?A;J82>X\8_YE[?:7N#VW8G;9TI\++OB/\ TK_X[^\ M'V!V"-6/%Q;91S'^J_|_'^X_ NSTM%+'/&LL3!XW 964U!!Z$'P.>PQD)"QN M"^)RB8FCL0[Y-B]-BKLV*NS8]f-BKLV*NS8]f-BKL[M5^4OY2_I#T]>UZ/_ $79H(&']YX.X_WW_*O[?^K|KtI/L+L+Q*S9AZ?X(?SOZ M4OZ/?X? ZW+9Z$Z9ZL^1.S84.S8]f M-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV M*NS8]f/.?1\^3OT;]*>8+5:079XS4Z+*!U_YZ+O_ *RMGD?M-V?X609X_3/Z MOZ__!X?<7V7V4[1\7&=/(^K'O#SQ_|-'#]A#LX[G OHKLV*NS8]f-BKLV*N M S8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f- MBKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*MNS TW&*NST'^4OYM" $>@:_) I&RV]PQ^WX1R'^?^5OVNA^+[7]?87;O'6', M?5_!/^= 1E_2{C_%_6Y^1>T'L_X=Y\ !/.4=.\YZ*4#XHV_F7_C9?VLU6OT&/8^"?\ MFRZQ/X^;MNSNT\C_P Z/\.X!Q_0>CL\F^;/*>H^3M1;3]06A&Z./LR+ MV93_)l>ASPS7:')H\G!/X'I(=X? H#L_M#'K<8R8S_6C_%"7\V3L(LUKM'9L M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79 ML5=AAHNM7WEZ^CU'3I#%<1&H(^(((J>XS*T^HGIYB<#4@XFITT-3 X\@XHR M_'S=GJ[\O_S L:?/5CZD=(KZ(#UX*]/_*7Q0_P#"_9;W]O[*[5AKH6-ICZX_ MI'|%\#[7[(GV?.CZLIY?T"3}YNEQ M<(>GC'&?^=_]BN>:=N]NU>\# ?*/&?]W/_'L? MB79P+/,'UEV;%79L5=FQ5V;%79L5=GHG\DOS#AO(1/+.H.%NX12V8_[L0?L? MZZ?'L_P R?ZN>K^SG;PG$;?(?5'Z/Z4?YOOC_+GN-'F/Y_P#2C_OH/<[>9RKV#LV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKL

M%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%78^&:2WD66%BDB$,K;$$=''#XY-M*;C$V-B&,HB0H[@NSTS^5?YJ1^;HUTK5F'';J@HK=!.!W'_%G\R_M?:7N,)A[M$[;&I'A9=L@Y'_5/^/=X^(\O$NWNP3I#XN+?$>8_U+_CG<>G(NSJ6=N\(I-B MKLV*NS8JI-BKLYS^9_YGP>2X#961635Y%^%>HB!_;?W'_)$^D_#UY#MKMF.C MCP0WRG_8?TI? [V+V7?%/'''$1B.&,=@`[$6YD@U6!X))$$BANZG^G[0_9.QS+U.DR:+BVRCF/15_X_P'!Q^!=GI;*6 M,>-98F#QN RL[J''#T((ZC/88R$A8W!?$Y1,31V(=C\FQ=FQ5V;M7M@5V8;BH MZ8VEV0S\R_) \\:,;:(A;V%O4@9NG*E"A/@X_'B3|3TN!T:Y>SOXGAN$-&1Q0_P'IH|\\.S89X M9<,P8R'0OON#/#/$3QD2B>H=B$,$MS(L4*L\C&$HH))/@`.]C$R-#_/_2_TKL!T *#8#/4 *?*''9>%/#LV*.MNS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI M-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NSGWYO^3O\ M5: TUNM;ZSK+%3]RT_>)}{'(?Y2YR?,_&?^:PW'Z\?]C_OH_C]'K_9WM'\I MG_E_=Y/3+R/\$OT>XN5REGB+[V]-BKLV*NS8JI-BKLG7Y5>:HO+NM?5;^C:9 M?CZO<*^ZT;[+$?Y),_| DLV=)V+K1]\O#/\.N\GHF#R\C^/X27ENWM=3AXH M?WN+UXR/fV^J/Q_W0#L-?S3__"LE\HRM]>F R:2[:!S"3^RW^1_(_P#L6W^U MF!M=BG2'Q,>^(-| 2OR/!'N/P/G@=@!O#6#P\FV8?]+/,?TOYT^B/+9S#..> MX=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5 MV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79 ML5=FQ5V8&FXQ5V>@_P I?S:%^(I U^3_ $C98+AC]OPCD/\/_*W]?0_%]KU M/L+MWCK#F/]_@G_:_HR_I=Q_B_K<_(O:#V?\:\^>GG._A_IP_H_P Z/\/N MY;.UYZ,^9.S85=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ M5V;%79L5=FQ5V;%79L5=FQ5V$?FWREIWG+3FT_4%]XY!]P-OVE_B/VLU>OT&M/68^''?\ FRZQ/>';]G]H9-%0\3'_)T?X9QI^-G9Y,\W>4=1\FZBVGZ@OO'M(/LR+V93^L? LYX9KM#DT>3@G_FRZ2'>-'Z`[//0QZW'XF/,C_%''7!9-6D7XFZB(!A/^-W\[]\/7VG ML;L:.CCQSWRG_8?T8-[XOA?;G;DM=+\@AZ<,>0_G_-*?^]C^EV=$SK7CG9L5 M=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V M;%79QS_G(G_CB67_ #$G_B!SS[VL_NH?UO\>E]'ICO[Z?\ 4_WSL\Z9Y,^Q MNS8JI-BKLV*NS8JI-BKL_]/Y_P''OO[-BKLV*NS8JI-BKLV*NST7_P Xf?\ M'$O?^8D?\0&>L^R?]U/^M_O0^-^V/]\# ^I_OG9V//07SEV;%79L5=FQ5V;%7 M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=F MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;% M79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V1+\RO,[^4_+=Q?0FER M\(83X.^W+_8KR;Z,T';,L.ET\ICZCZ8_U?]^IZ'L30C6:B,)?2/7\ JQZ? MYQJ+L\? LQ7B7;W8)TA\7%OB/.?ZE_QSN/3D79U M+.W>$+FQ5V;%79SO\T?S+B\DVPL0!05F6] CX8U.WJ_Y*_P#!;==>2[:/8 M&BCP0WRRY=T1_/Z]CV%V(=++CGMBB?5WS/AP? [X_)V>6[N[GOYWNKIVDGD M8L[L:DD]23GBV3)+)(RD;]YE[TQOXX9BK,1PQCL'8CE;-[-BKLM59V"j"6)H M_I.$"T$UN79Z,_*?\IUT)4UO6T!U CE#"W2$'!IO^+/^(?ZWV?6NP^P_!K-MF'K_(8_S/\ C_\ N?>^-]O]O_F+P8#^[_CG_JGD/Z'^Z_]\]G0?-WE'3O.> MG-8:@N^YCE_^*-OYE_XV7]K.]U^@QZS'P3_S9=8G\?-Y#L[M')HCL\F>;/*>H^3M1;3]07? JCCL]BIF4_K_ESPS7:')IH\G'X'(=X?H M#L_M#'K<8R8S_6C_!0E_-E^-W819K?.SL0]AL<-MBKLV*NS8JI-.MBKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NSG/YB M?FS9^29$L;5%NM0)!DCY46-?\HC]MOV5_P!DW:O(=K=NQT9X(CCGU''\T>?GW M?/W\GV-[/SUP,Y'P\?\ #*MYR_H_T1U/P#L%>4_S<\N>:>,)D^]7AV]*<@5/ M^0_V6_X5O\G+]#V]@U6U\$_YL_\>RY'[_)Q^T/9I4.3>O$A_.A_OH_4/M'F M0)YG3O*.S85=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V M;%79L5=FQ5V;%79L5=FQ5V;KL\H?F!Y_.PIKS/;K2QNZRPTZ*2?C3_8MT_R M67/#NW>S_P KF)C\$_5'_?1^'W$/OOL]VC^*

:HO.GEPV-_QEN;91!.K[\XR(Q!Z\E^%O\-MI<]J[''UHUF#@GO*'HE?\4?X3\0^$>T&@.AU''C\],9^N!'\,_XA\#ZAY%V3;,/^EGF/Z7\Z/Q'ELYAG&O<.S8JI-BKLV*NS8JI-BKLV M*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8J MI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-#3<8JI/0?Y2_FT M+\1Z:K\G^D;+;W#'[?A'(? Y_Y6_;Z'XOM>I]A=N\=8? /3SG ?P_P!.']''=''^'WS^T,FB MR>)C_P Z/\,X]Q_&SL\F>;O*.H^3=1;3]07WCD'V9%[,I_6/V<\,UVAR:/)P M3_S9=)#O#] =G]H8];C\3'_G1_BA+N/XW=A#FL=JI-BKLV*NS8JI-BKLV*NS M8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NQ>SL[C M4+A+6U1I)Y&"HBBI)/899CQRR2$8BY'D&K)DCCB92/#&.Y)=GJ/\L?RQM_)5 MN+R\''R;M(OQ-U$0/[''?\;OWZ#X>OM/8W8T=''CGOE/\ L/Z,?TE\+[<[M? >UG]U#^M_O2^C^QW)]/^]_OG9YTSR9]C=FQ5V;%79L5=FQ5V;%79__4^:\ MBK[^S8JI-BKLV*NS8JI-BKL]%_\..W_ !Q+W_F)'_$!GK/LG_=3_K?[T/C? MMC_?0_J? [YV=CST%\Y=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79 ML5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7 M9L5=FQ5V;%79L5=G*OS_ +..Y\L13QU*07*,_P F5E!_X(C[\X?VIQF6G!'\ M,Q?R,? M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=F MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=CX9I+> M19H6^2(0RLIH01T(/CDHR,38V(8RB)''CN''[/3/\5_FI'YJC72M58)]J#X6Z''M<#N[/^+/YE_:^TO<9[#V)VV-2/''R[9!R_VS_CW>/B/+Q+M\[L$Z0^+BWO'F[\ M4O\ CG<>G(NSJ6=N\(I-BKLC/G?R1I_GC3S:78X3I4PS ?$C?Q0_M+_'-)VE MV;#6PX9;2'TRZQ_9WAWG9?:F309..&\3]<.DA_Q7\V3L\F^8_+FH>5=0?3=2 M3A,FX/[++V93W4_Y[YX=J])/2S./(* (_V7F'W_1:S'J%8R8S8/?YLO-V%. M8+GNRU5G8*ID8F@ ZDX0+036Y=GH[\[_RG70E36];0'4",4,+=(1 _W_ !9__MQ#_ 6^SZUV'V'X-9LP[?\,?YGG_7 -:S[WQOM_M_\Q>#_ ?W?\<+ 5/(? T/\ M=?U>>SK^=^^=.S8JI''#S=Y1T[SGIS6&H+N*F*0?:C,^9?^-E_:S5:_08]9CX M0]_YLNI3^/F];L[M^)HB,]9?'G9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7 M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79

M59C0>K'5HC\Q]M/^'ST;0^U$)^G.. _SAO#_(J/VOF/;'LGDQ^K3GQ(_P V-M6T_^)E_L79URRQ;,48%NK.5)H'W5XV#?I&=YCRQRCB@1(['S[+BEBEPS!C M(=);%V+Y9M*GTJZ_NYT*@_P K=5<>ZM0Y@:S2QU.*6.7|0^7,\#E"N#^H]L^?, ^&6&9A+ZHFB_2>GSQSP& M2&\9#B#L!YCN0l-BKLV*NS8Jf\#+R_K5SY=U.#5+0TF@<,:!V(Ij? 9A\)S+TNH_ME|\@R1YQ/X'Q<+;5Z:.IQRQ3Y3%?M^'-V>SM&U:VU[3X-2LS6"=_Z^U>]GW4_M"<^A=-GCGQC)'E(6_-FIT\M/DECG]4#7X]_-V#LRG%=B<|\$5U$|$Z*4BE65 MA4,#U!&5S@)@QD+!9PF8$2B:(W!#L\R?FG^5DOE*4ZGIBL^DNV_X__^?M_8/;PU@#\/)MF'_2SS'|+^=' MXCRV>C/F3LV%79L5=FQ5V;%79L5=FQ5V;%79L5=F MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=D;\[^3++SMIC6-U19EJT,M-XW_YI M/|:_QIFF[2[.AK!9-6D7XFZB(!JA M/?\ G?OT'P]?:>QNQHZ.//?*?\ 8?T8_I+X7VYVY+72X(>G#'D/Y_| 2E_O M8_I=G1,ZUXYV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79 ML5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V<<_YR)_XXEE_S$G_(@< M^\JK[/[']:_>E!'\CO[Z!3_ 'SI\Z9Y,^QNS8Jf-BKLV*NS8Jf-BKL__']Y M_?*OOI-BKLV*NS8Jf-BKLV*NST7_P Xf?\ '$O?^8D?\0&>L^R?!U/^M_O0 M^- ^V/|]# ^I_OG9V//07SEV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L

*MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V<. M_:O\V_0]3R_H$G[S=+BX0|/&,,^A|_[%<\TI[=[\& ^4YC_7V31=:_Q1_P!4_P"/_P"Z=GH]'6102Z$,K $$&H(/0@YZ|""+#XR01L78{),79L5=F MQ5V;%79L5=FQ5V,EBCN(VBF4/&PHRL 01X$'8Y"41(4=PSC(Q-C8C]'9QWSO M^1-GJ :|\\MD6]QU-NQ_=M_]'_=9]OL? ZN>?]I>S,9W/3^F7|S^__U?YO^Y_] MOHW9?M5/"4-3ZX_ZH/K'],:^?_NOZSLX%JFE7NBW366H1/#<:)I"%#_<>XVS MS#-@GAEP3!C(=""L8- 1#/$3QD2B>H=@/,=R79L5=FQ5V;%79Z1_YQ|U>6\T* MVT^4U6UF'#>6U0$T_X6/^RSUWV5SF>&4# !+;WZ_;:XQ[7:<0SQR#_*1\7OA M_P =(^3LZ[G>OGCLV*NS8JI-BKLV*NS8JI.6?FK^54?FF-M6TE0FJH*LHV$X M';_C)_*WI7V6[':.[;I$&I'BXML@YC_5/^//>=@]O'2$8LN^(\C_*E_QSO' M3F'9YGEBDMV&BE4I(A*LK"A!'4$>.>/RB8FCL0^V1D)"QN"[&9%D[-BKLV*N MS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKL2#-),R+-.M$Q21"&5E-"":.A:|Q.VQ1X67;(.O^J?|>[0\1Y>)=O=@G2'Q<6^(/A M4O\ CG<>G(NSJ6=N\(I-BKLV*NS8JI-BKLV*NS8JI.?_)P>:!Y8\NR11-2\ MO:P1TZA2/WC?0NW^LPSE.W]=^0$#$Z\GIC_OC\OM(>N!G>S_,UJ 3|&+URI M_P#!'_3? 8'9Y1SQ!|=FQ5V;%79L5=G:ORE_*7](>GKVO1_Z+LT$##^\|\A|A=A>)6;,/3_!#^=_2E_1[A_%_5Y^9^T'M!X=\,!7*/?*?^E?| MQ!N'Q/GW'8/8)UA\7+MA'_2WR'!'^=+X!V>8YYY,J5!YV+RN2S.OJ23U),>. MRD9&SN2^WP@(1B* Y!V)Y\!F|-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-B MKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*N MS8JI-BKLV*NS8JI-BKLV*NS8JI['PS26\@EA8I(IJ&4D$'V(R49&)L,%C*(D* MA(L.SJ7EA|-,T;C!JX^OVPVY,>,H'L_[7^S_ ."SM-#[2YL.V7]Y"_9_Z;^+ M_:^5AS^K%^ZE_TK_TO\/\ F_)V=R\K?F!H'FI0=.N +BF\$GPR#_8_MM?I MGI.BI6P.OZ#ZOYLMI?CW/EVO(SZ+^\CZ?Y\?5#Y|A|ZG9)\W;HW9L5 M=FQ5V0'\V_)_^+- =H%Y7UI6:&G5@!\:?D)>G^4JYRW:W9_YK"3'ZX>|/'^^C M\?OIZSV>[1_)YP)?W>3T3_WLO@?IB2I/)^>:'/OSLV*NS8JI-BKLV*NR:_E9Y MP_P? K_K'_.'VT|/6^QW&XSW8%^?79L*9L5=FQ5V;%78G/!%=1/!.B MR1.I5D85#]01X97. F#&0L%G"9@1*)HC<$='9YD_-/\K)?*4IU/3%9])=MQ MU,)/[+?Y'\C?I%M_M>-]M=BG2'Q,>^(_]*_(_P!'N/P/G[?V%\)-8/#R;9A_ MTLJQ_2_G1^(\MG,,XU[AV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5 M=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V M;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=GH#\I?S;^M^GH&OR?OMEM[AC]KPCD/\ MW\C_ +7V6WZ^H]A=N\58S_|>? /3SR8Q_#_3 MAY?SH!.8=G;L](?,'9L*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-B MKLV*NSR1^;NGOI_G&^#BBRNLRGQ#]#^NN>#]NXCCU4_/U? Z8?K?H/V>S#)HX M5"_ YI=D(SG7IW9L5=FQ5V;%79L5=BIG9W&H7"6MJC23R,%1%%22>PRS'C MEDDQ0%R/(-63)"\RD>&,=R2[/4?Y8_EC,^2K<7EX%DU:1?B;J(@?V$_XW?O MT'P]?:>QNQHZ.//;?*?]A_1C^DOA?;G;DM=+(@AZ<,>0_G_TI?[V/Z79T3.M> M=5V%;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5 MV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V<<_Y MR)_XXEE_S$G_(@<\^]K/[I'|;_>E\']CO[Z?]3_'SL\Z9Y,^QNS8JI-BKL MV*NS8JI-BKL__]#Y_P"*OOI-BKLV*NS8JI-BKLV*NST7_P X[?\ '$O?^8D?.M\0&>L^R?]U/^M_O0^-^V/]]#^]_OG9V//07SEV;%79L5=FQ5V;%79L5=FQ5V M;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=G#?S;__#;1#U- M\OR?O-TN+A#T[&,.CO\ SO\ [%<\TI=[=]\& ^4YC_ ,]N?^]C\]2[.!YY@^LNS8JI-BKLV*NS8JI-BKLZ[^4_P":[>7V31=;'-M((=+^*/N+M=!VCET4N+$:[X_P2_K#]/-V>;//GY7ZKY)QSO[M/L,+HC? U8_YX_WW\W[GVSLKMW%KQP_1DZP/^_G?>[(-G-O M4NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*

\0^6=UV'VX=.1BRG|W_R_U/\ XY_N7SWM_L#\R#FPC|[_ !1_ MU3_C_P#NG9Z/1UD4.A#*P!!!J"#T(.>O @BP^,D$;%V.R3%V;%79L5=FQ5V;
M%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V =9EA@ MTVZEN*>BL$A>O3B%-^W9X?SYP?J!V;%7 M9L5=FQ5V;%79VK\!?RE_2'IZ|KT?^B[-!
P_O/!W^^^_Y5_;_P!7I7H?8?87 MB5FS#T_P0_G?TI?T>X?Q>[GYGI0>T'AW@P'U!IS"\'I&/I/O^/;ELI"=-L M6?
(G9L*9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V MV;%79L5=FP*|++Y-XG&EIV5A5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;% M78C=VEO?
PM;74:2PN*,CJ&4_,'*LF..0<,@) |"VX\|DL9XHDQD.L=B[.1^;? MR$TW4>5QY?D^J3G?T7JT1/L=V3_AAG!Z_P!EX9/5@/ ?YI^C|S_:S) MC].H'B1_GC:?_$R_V+LX?
YC\H:UY4F]+5;=X@317ZHW^]X^$YYO]!ETIK)$ MQ\ X3|I/]&C[1PZL7BD)>7\0|\>;L(USM'9L5=FQ5V;%79L5=FQ5V;%79L5
M=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V M;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L
M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V+V=G<:C<) M;VJ-)/(P5$45))|#+,>.620C$7(\@U9,D<<3*1X8QW)+L]1_EC^6-OY*MQ>7
M@635I%^)NHB|_83W_G?OT'P]?:.QNQHZ,/'/2*?]A_1C^DOA?;G;DM=+@AZ< M,>0_G_TI?IV/Z79T3,N>.=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;
M%79NN!79Q#|\VOS:^]^IH&@2?O=TN+A#]GQCC/\W\|HOLKOT\V[=[=X;PX3OR MG,=/Z,?/O/3W\O4/9_V?XJSYQMSQXSU_IS\OYL?B79P#/+WUIV;%79L5=DV_M+K\Q;SR+>4-
9=.E(!:&O_#IX./\ AOLM[=%V3VM/0S[\9_Y]/^^C _$OO>9|8 M\GAKX?SN6<>H.?O);.455A^(/@P|CMGM^4OSP M$X&XE\$U&GG@F<>0<,H\Q^.CL&YDN,|-BKLV*NS8JI-
BKLV*NS=,"NR&^;OR MP\O^;PTEQ%Z%X>D\("M7_*'V7_V6_P#E9SVO[%P:OL?A\G9Y\\Z?E7KGDWE.Z_6; =)X@: ?Y:]4_XC_E9Y7VAV M+FT>Y]H=FQ5V;%7
M9L5=FQ5V27R/YRO/>6JI?6[$P.0L\7:1.X_UAU4]CFWI-I0GH\@G'E_''^=' MJ?L^R?]U/^M_O0^-^V/]H# ^I_OG9V//07SEV;%79L5=FQ5V;%7
M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=F MQ5V&G+3-3UG1+BRT>X^K7DBT5_$=TY?L. _X_WU?Q.+^PN=+N9+,\C;*XB8JZ,*$$9_Y<4L
M4C&0J0YA^CL66.6(G \49;@AV!LJ;G9L5=FQ5V;%79L5=FQ5V"=/O9-.O(;R M+^\AD61?FI##+L60XY"8YQ(E\FG-G&6!@>4@8_Z;9V>WK*\BU&VBO(#6*9%D
M4^S#D,^CL609(B0Y2 /S?F#+C.*1A+G$F)_S=G8OES4[-BKLV*NS8JI-BKLC M/G;R3I_GC3S:78X3I4PS ?%&W\5/[2_QS2]I=FPUL.&6TA],NL3^KO#O.S.T M\F@R<<-
XGZX=)C_BOYLG9Y-\R>6]0\J;@^FZDG"5-P1!EUL!IJ?!\!\-U>D MGI9G'D%$?*0!P^_:+6X]7C&3&;!^<3_-EYNPIS!=@[-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-
BKLV*NS8JI-BKLV*NSKGY4?FPWE]DT76G M+:.QI%*=S"3V/_%7_$/EG==A]N'3D8LI_=_PR_U/_CG^Y?/>W^P/S(.,"/WO M\4?]4_X__NG9Z01UD4.A#*P!!!J"#T(.>O
@BP^,D$;%V.R3%V;%79L5=FQ5 MV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=G*OSU\U# M1]#&D0M_I-^:&G41*:L?]D;+_P %G#^TVN\++#X0^K)_N!S^?
T_-]WV5T'C9_M%/EXO^FDOI_TOU?Z5V>9L\=?;?9L5=FQ5V;%79VK\]?RE_2'IZ|KT?\ HNS0 M0,/ISP=Q_OO^5?V_]7[7H?8?87B5FS#T_P $/YW!*7]!^N\7]?GGOJ0>T'AW
M@P'UA;,>26,\428R'4;%VV<)K_9C'D]6 \!_FGZ/UQ^WW/H/9_M9DQ>G./$C_.&V3_B9?|%V<.\R>3= M;IS>E]MNT:DT60?%&W^]X^'Z.N>;ZOL_-I362->?\)_SGU#1=I8=8+Q2$OZ
M/*8I\>;L(LUKM79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5
MV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V2#R3 MYGF\H:W'JD=2B'C*H_;C;9U^[A&MP
MRQ'K|)_FS'TG\='9)M;F&|@2YMV#PRJ'1AT*L*=@GT%CF)Q$H[@[A^<)P_M)&,M1-$>8=BN6-;LV*NS8JI-BKLV*NS8JI-BKLV*NQ.>"*ZB
M>"=%>)U*LK"H8'I"/#*YP$P8R%@LX3,")1-$;@CH[/,GYI_E9+Y2E;4],5GT MEVZ=3"3^RW^1_(W^Q;?[7C?;78ITA\3'OB/_ $K\C_1[C\#Y^W]A=O#6#P\F MV8?]+/,?TOYT?B/+9S#.-
>\X=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5 MV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%78
MO9V=QJ%PEK;HTD\C\14114DGL,LQXY9)",1!9-6D7XFZB(!A[^-WH|!\/7VGL,L:.CCQSWRG_&'I&/Z2^%IN M=N2UTN"!PQY#^?_ $I?
[V/Z79T3.M>:.=FQ5V;%79L5=FQ5V;%79L5=FQ5V; M%79L5=FQ5V;%79NN!79Q#|\VOS:^]^IH&@2?O=UN+A3]GQCC/\W\|HOLKOT\V M[=
[=X;PX3ORG,=/Z,?/O/3W\O4/9_P!G^*L^<;<|>,]?Z<_+^;'XEV< SR]] M:=FQ5V;%79L5=FQ5V3;\NOS%O/(MY0UETZ4CUH:_|.G@X_X,H?;HNR>UIZ&? M?C/U1_WT?
Z7WO,L=C0U|YN2/T3_P!|+^C|W1V>]U6SURSCU#3Y!+,2B] ML/Q!'9AW';/\&>&> G W$O@FHT\$SCR#AE'F/QT=@W,EQG9L5=FQ5V;%79 ML5=FQ5V;%7918
8%2*@[$'H1@(M/)VPZYP?:?LW#-<\'HG_-_@E_Q/W/H/97M1DP5#/>2'\[_*1_XO\ W3L\|ZMH M]]HI5VUCJ,+0W"=584^D=B/ C;/*\^GG@EP9 8R'>^O:?4PU$!/&1*)ZAV
"2OYY_;]KLD^;MT;LV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NSCG M_.1/_'$LO^8D_P#s#GGWM9_=0_K?]TOH_L=_?3_J']VV>=,\F'8W9L5=FQ5V M;%79L5=FQ5V?_]?Y_P"*OOI-
BKLV*NS8JI-BKLV*NST7_P X[?\ '$O?^8D? M\0&>L^R?IU/^M_O0^-^V/!]#^1_OG9V//07SEV;%79L5=FQ5V
M;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79 M/S+_ "TMO/%M]8M^,6K1+2.3H'_W7)[?RM^S_]YRG;'8|=;'BCME'(_SOZ,
MOQL]=V)VW+02X9>K%+ZH_P W^G#_ 'T?XO>[/+-_87.EW,EG>1M%<1,5=&%" M",\5RXI8I&,APR',/NV++'+'$3@>*,MP0[V5-SLV*NS8JI-BKLV*NS8JI(4/ MY'>8AK/EH6,C5GL6]
(COZ;?%&?\ B2_[!^9_9K5^~&X#]6/I_P"; _# Q/^:^ M&>U&C\#4\8^6*.+_ #QM/!$O\]V=-SLWB'9L5=FQ5V;%79L5=FQ5V1GSMY)T M_P
\;>;2[''=*F&8#XHV_BI_:7^..:7M+LV&MAPRVD/IEUB?U=X=WV9VGDT&3 MCAO$_7#I,?\ %?S9.SR=YD\MZAY5U!]-U).$];@C[+KV93W4_P">^>&ZO23T
MLSCR"B/E(=X??]%K<>KQC)C-@_.) FR\W849@NP=FQ5V;%79L5=FQ5V;%79L M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79UW\I_S7;R^R:.+K3EM M-8TBE.YA)[^_
(]_XA\L[KL/MPZ[O\ 8 U(.,"/ MWO\ %'_5/^/_ .Z=GH]'610Z$,K $$&H(/0@YZ\'"'+#XP16Q=CLDAV;%79L5
M=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79Y)_-[59 M=4\WWO,_! P@0>"H*?BW)OISPCMW. M^7[*#L@^G^'"|
[^E+ ^CW#^+^KS\S]H/;#P]P8#Z^4YC^#^C'^GW MG^'^MRV>A.G3/5GR)V;"AV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L
M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=B5S;07L+6]RBRPN*,C@,I'N#ME<|<9 MCAD
1W%LA.4#Q1)B1U&Q=G)O-GT"Z5]?*XT*3ZG.=_2:K1$^WJ2?\,/G.%U MWLQCR>'J#/\WG#]G./$C_ #AMD_XF7V>]V<.\R^2];\I2 M^G]MNT:DT60?%&W^]XV^CK[9YMJ^S\VE-
9(U_2_A/^<^HZ+M+#K!>*0/I'E, M>^+L(.UCMG9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ
M5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7 M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=GHC\A?./U^R? MRY=-
^^M@9(*]XR?B7_8,:_ZK?Y,>K^S':" X)K,SO M#F-1'9Z2_SA]#\W9V;/0WS9V;%79L5=FQ5V;%79L5=FQ5V;%79L5= MFQ5V;%79L5=B<\$5U$\$Z*\3]596%0P/4$97.
F#&0L%G"9@1*)HC<%>8_S M3_*R7RC*VIZ8!?27;YF$G]EO\C^1_P#8MO\ :\;[:[%.D/B8]\1_Z5^1_H]Q M^!_;^PNWAK!X>3;,A I9YC^E_.C\1Y;.8YQKW#LV*NS8JI-
MBKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV* MNS8JI-BKL7L[.XU"X2UM4:2>1@]{HJ23V&68\Q_2[.B9USQ5LV*NS8JI-BKLV*NS8JI-B MKLV*NS8JI-
BKLV*NS8JI-UP*[.(?FU^;7U?U- T"3]INEQ<(?L^,<9_F_G?] MG[*[]/-NW>W>&\.$[\IS'3^C'S[ST]_+U#V?]G^*L^<;<|>,]?Z<_+^;'XEV M<
SR]]:=FQ5V;%79L5=FQ5V;%79L5=DV_+K\Q;SR+>4-9=.E(!:&O_#IX./^ M&^R?;HNR>UIZ&??C/U1_WT?Z7WO,L=CP[0A_-R1^B?^]E_1^[F[/5>DZM9Z
MY9QZA[\@EMH156'X@CLP[CMGM^GU$,\!.!N)?!-1IYX)G'D'#*/,?CH[!N9+ MC.S8JI-BKLV*NS8JI-BKLV*NS8JI"+S1Y0TGSA:?5-4B#4^Q(NSH?%6_A]D]
MQFKU09^+61X<@]TOXH^XNUT/:.713X\I6KOC_2_K#\%V>9O/7Y7ZQY*D,Q4 MW&G$_#<(-AX"0?L_ P *>QSOSM/L;+HC?U8^DQ_OOYOW/MO97;F+7"OHR=8' M_>?SA]KL@^>
/8[4CH,7$?KE_=Q[Y=_| 5CU^3L]>0PQV\:PQ M*%C10JI.@ %/H&>]QB(@_<@_/,I&1)/,[EV/R;!V,%79L5=FQ5V;%79L5=F MQ5V;%79L5=FQ5V;%79QS_G(G_CB67_,2?
^(//O;S^ZA_6_WI?1_8[^^G_4_ MWS\\Z9Y,^QNS8JI-BKLV*NS8JI-BKL__T/G_ (]^_LV*NS8JI-BKLV*NS8JI M/1?_#CM_P <2]_YB1_Q
9ZSI)_W4_ZW^]#XWI8_WT/ZG^^=G8\]!?.79L5=FQ5V M;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;
M%79L5=FQ5V;%79L5=FQ5V0#\R_RTMO/%M]8M^,6K1+2.0[!P/]UR>W\K?L_Z MN5?,<33MQL[K]Q-7H Q^%_P#8M3_8\LZ7L/?'E'=]F=IY-!DXX;Q/UPZ3'_%?
S9.SR=YD\MZAY4U!]-U).$];@C[+KV9 M3W4_Y[YX;]])/2S./(*(^4AWA]_T6MQZO&,F.V#\XG^;+S=A1F"[!V;%79L5
M=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=G7?R MG_-AO+()HNM.6TUC2*4[F$GL?^*O^(?+.Z[#[<.G(Q93^[_AE_]?_'/]R^>]
MOI@#4@YL(_>_Q1_U3_/NG9Z/1UD4.A#*P!!!J"#T(.>O @BP^,D$;%V.R M3%V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V>8 M?SO\]7&CZ^^K*I-
G?'F&'19*?&A]$IL?/VSQ?VCT.L.+;N^:\;O\ >NSE^<:]R[-BKL[9^5'Y1M>LFN>88B+<4:"W M<;OX.X_D_E7]O_5^UZ)V'V"?X?ZW+9Z"Z9ZJ^1NS84.S8JI-BKLV*NS8JI-BKLV*NS8JI-B
MKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*N MS8JI-BKLV*NS8JI-BKLV*NS8JI-BKL2N+>&\B:
M'X19(G%&1P&4CW!VRN*),2.HV+LY1YL_(?2=4Y7&AOJ2N# MOZ9JT1/_ !)/HY# "S&/+ZL)\.7|WG#]+'^=R MR?\ $R^SWNSAOF;R5KGE&7T]4MV1":+(/BC;Y,-
OH^U[9YMK.SLVD-9(U_2_MA^ G?@OJ.BI3P;P7BE?]'E,?YOX#LC^:MVILV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8J
M[-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKL MV*NS8JI#3RYKMSY.U2#5;0_O8'#4[,.C*?9EJN9NDU;M-D&2/.)_M'Q<'6:6 M.JQ2Q3Y2'RH?
YIW=GL]2=4MM;L8=1L5R@G0.HCV/N#L?:?/H33YXXY#)'E(-M6_-FHP2P3,.?U0/"78,S)<9V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7 M9L5=B<(+$5U$\$Z*3]596%0P/4$97.
F#&0L%G"9@1*)HC<%.SS)^;?Y62^4 MI3J>F*TFDNV_-]M=BG2'Q,>^(_P#20R/!'N/P/G[?.MV%V\-8/#R;9A_P!+/,?TOYT?B/+9S#.->X=FQ5V;%79L5=FQ5V;%79L5=FQ5
MV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V+V=G M<:C<):V]-)/(P5$45))[#+,>.620C$7(\@U9,D<<3*1X8QW)+L]1_EC^6-OY
M*MQ>7@635I%^)NHB|_83_C=^_02#UIH|&[&CHX\<|\[_V'K&/Z9/A?;G;DM= M+@AZ<,>0_G_TI?IV/Z79T3.N>:.=FQ5V;%79L5=FQ5V;%79L5=
MFQ5V;%79NN!79Q#|\VOS:^]^IH&@2?O=TN+A#]GQCC/\-_,,[*[|/-NW>W> M&\.$[\IS'3^C'S[ST]_+U#V?]G^*L^<;<|>,]?Z<_+^;'XEV< SR]]:=FQ5V
M;%79L5=FQ5V;%79L5=FQ5V;%79-ORZ_,6\\BWE#673I2/6AK_P .G@X_X;HW MMT79/;T]#/OQGZH_[Z/]+[WF>V.QX;^'\W)'Z)_[V7]!NCL]5Z3]UGKEG'] M&GR"6VE%58?
B#X,.X[9]?@=U$,\!.!N)?!-1IYX)G'D'#*/,?CH[!N9+C.S8] M[-BKLV*NS8JI-BKLV*NS8JI&NBR*4RT?M/[< X9-M5E']/ZO\.A 26[*6Q_YQXT:"4/>7D\T8/A%54K\$\1^[-=B]E,0-RE*0[MH
M_K=GE]L,TA4(1B>^S+_B79U32-&L- M%L=-A6"W3HJ^/B3U9C_,<[?3Z:&GC MP8QPQ#P>HU.343,\A,I'J?QL/)V#IRG$=FQ5V;%79L5=FQ5V;%79L5=FQ5V;
M%79L5=FQ5V;%79QS_G(G_CB67_,2?^(//O;S^ZA_6_WI?1_8[^^G_4_WS[\ MZ9Y,^QNS8JI-BKLV*NS8JI-BKL__T?G_ (]^_LV*NS8JI-BKLV*NS8JI/1?_M #CM_P <2]_YB1_Q
9ZSI)_W4_ZW^]#XWI8_WT/ZG^^=G8\]!?.79L5=FQ5V M;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L M5=FQ5V;%79L5=FQ5V;%79 /S+_ +2V\
[VWUBVXQ:M$M(Y#L'_P!UR>W\K?L_MZN[/+- M_87.EW,EG>1M%<1,5=&%"",\5RXI8I&,A4AS#[MBRQRQ$X'BC+<$.P-E3<[-_MBKLV*NS8JI-BKLJ6_E#Y$'FO0E@N&K?
V8$4M>K+^Q)[(^%O\I??/;NP.T/S6 M'AE]>/TR\Q_#+!=7P3VB[-_*9^*(_=Y/5'RE_%#](BJ.@YUCR#LV*NS8JI-MBKLV*NS8JI-BKLC/G;R3I_GC3S:78X3I4PS ?
%&W\5/[2_QS2]I=FPUL.&6T MA],NL3^KO#O.S.T\F@R<<-XGZX=)C_BOYLG9Y.\R>6]0\J;@^FZDG"5-P1[E MU!,IIJ?\!\\-U>DGI9G'D%$?*0!P^_:+6X]7C&3&;!^<3_-EYNPHS!=@[-
BK MLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS MKOY4?FPWE]DT76G+:.QI%*=S"3V/_%7_ !#Y9W78?;ATY&+:*?W?\,O\ 4_]
MCG^Y?/>W^P/S(.;"/WO\4?\ 5/\ C_\ NG9Z/1UD4.A#*P!!!J"#T(.>O @B MP^,D$;%V.R3%V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7
M9L5=@34M,L]8M7LK^)9K>049'%0?Z$=CF/FPPS1,)CBB>A*)HCJ-B[.4^;?R(MTC5N5QHC_4K@[^F:M"3\OM)_L.C_ "S.++ZL)\.7=_!_P =^'^E>^[/ M]]LN'TYAXL?
YW+)^]7QW_I.SAGF;R1KGE&3A]ENR1UHL]_%&WR<;?0:.[9YM MK.SLVD-9(T/YW.''F_!?4M#4V@U@O%*S_-Y3'^;^ [(]F]=N[-BKLV*NS8JI M-BKLV*NS8JI-BKLV*NS8JI-
BKLV*NS8JI-BKLV*NS8JI-BKLV M*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI M[-BKLV*NS8JI-
BKL[K^0/G'BTGEFZ;9JRVU?',=B#Y_;'^SSTKV?!0HG3R_K M0_WT?!]_IGRSVM[.NM3'^!D_WDO\[_I79WG/4'RAV;%79L5=FQ5V;%79L5=F
MQ5V;%79L5=FQ5V;%79L5=FQ5V\)SP1743P3HKQ.I5E85#]01X97. F.&0L%G M"9@1*)HCD1T=GF3\T_RLE\I2M]>F*SZ2YZ=3'3^RW^1_*_\ L6W^UXWVUV*= M(?$Q[XC_-
*_(_T>X_^?M_87;PU@\/)MF'_$L\Q_2_G1^(\MG,,XU[AV;% M79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=
MFQ5V;%79L5=B!G9W&H7"6MJC23R,%1%%22>PRS'CEDD(Q%R/(-63)''$RD>& M,=R2I/4?Y8_EC,^2K<7EX%DU:1?B;J(@?V$_XW?OT'P!?;>QNQHZ,/'/2*?]
MA_1C^DOA?;G;DM=+@AZ<,>0_G_TI?IV/Z79T3.M>:.=FQ5V;%79L5=FQ5V;%7 M9L5=FQ5V;%79L5=FQ5V;%79NN!79Q#|\VOS:^]^IH&@2?O=TN+A#]GQCC/\W\|MH]OLKOT\V[=
[=X;PX3ORG,=/Z,?/O/3W\O4/9_V?XJSYQMSQXSU_IS\OYL?B M79P#/+WUIV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79-ORZ_,6\\BWE# M673I2/6AK_PZ>#C_(;[)\NB[)
[6GH9]^,_5'_?1_I?>|SVQV-#?P_FY(_1/_M_>R_H_=T=GJO2=5L]8_'1V#E]'ICO[Z?]3_'SL\Z9Y,^QNS8JI-BKLV*NS8JI-BKL__]+Y_M_P'"OO[-BKLV*NS8JI-BKLV*NST7_P X[?\ '$O?
^8D?\0&>L^R?]U/^M_O0 M^_^V/]]#^1_OG9V//07SEV;%79L5=FQ5V;%79L5=FQ5V;%79L M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79/S+_ +_M2\\VWUBWXQ:M$M(Y.@<#_=*\V4^MP0[V5-SLV*NS8JI-BKLDOD3S;/Y+U]+4HZM#]B M9]^W&?M#YCI2_P"4,V_9FN.CRC(.7^0_G1_&X=+VKV?"783C//G_P V?3I
MJG9["LIR#4+>.[M7D]AT8="!%0<]]Q9(Y(B438EN\YTR8Y8Y&$A4HFB/-V M+Y-/1=CA.E3#,!\4;?Q4_M+_ M :S2]!=FPUL.&6TA],NL3^KO#N^S.T\F@R<<-
XGZX=)C_BOYLG9Y.\R>6]0\ MJ;@^FZDG"5-P1]EUI,IIJ?\-/?/#=+7I)Z69QY!1'RD.\/O\ HM;CU>,9,9L'-MYQ/\V7F["C,%V#LV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV
M*NS8JI-BKLV*NS8JI.N_E/\ FNWE]DT76G+::QI%*=S"3V/_!5_Q#Y9W78? M;ATY&+:*?W?\ #+_4_P#CG>Y?/>W^P!]0A!SUX$$6'Q@BMB['9)#LV*NS8JI-BKLV*NS8JI-
MBKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV* MNS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-
BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV M*NS8JI-BKLV*NQDT,=S&T,RJ\3"C*P!4CW!V.0E$2%$6&<9&)L&B.H=G*O-O MY$Z/J_*XT5OJ-R=^&[0D_+[2?
[';)SA]=[.XLOJP_NY=W\'_?A_I7O>S ;.MK-A],.]['OY9/U2^/^F=@#/, D777*#TU.W98B:+*OQ1M\]G'ZFHWMGFVL[-S M:0_O(!?SAO#_ $WZ]WU'0[]8-8/W4M_YI,Q_F_]V=D\9#A+L
M]F^6/,9OYHTFWV:VV29:E?Y7&$SJ?]5L^@]%JHZK%')'^(?(]0_-NNTDM)EEB ME_"?]-'^&7Q#L-]V#KG9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V
M;%78G/!%=1/!.BR1.15E85#]01E'DVS# _I9YC^E_.C\1Y;.89QKW#LV*NS8JI-BKLV*NS8JI-BKLV*NS M8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKL7L[.XU"X2UM4:2>1@]{H
MJ23V&68\]H<7"!/8QQG^;^=_V?LKOT\U[=[=X;PX3ORG,=/Z,?/O M/3W\O4/9_P!G^*L^<;<|>,]?Z<_+^;'XEV< SR]]:=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=DV_+K\Q;SR+>4-9=.E(!:&O_#IX./^&^R? M;HNR>UIZ&??C/U1_WT?Z7WO,L=CP[0A_-R1^B?^]E_1^[F[/5>DZM9ZY9QZ
MAI\@EMH156'X@CLP[CMGM^GU$,\!.!N)?!-1IYX)G'D'#*/,?CH[!N9+C.S8 MJ[-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BK MLV*NS8JI-BKLV*NSCG_,1/\
QO++_F)/_$#GGWM9_=0_K?]TOH_L=_?3_J?[MYV>=,\F78W9L5=FQ5V;%79L5=FQ5V?_3^?\ BK[^S8JI-BKLV*NS8JI-BKL] M%_ ,,W_!Q+W_F)'_$#GKLG_=3_K?]T/C?MC_?0_J?
[YV=CST%\]Y=FQ5V;_M%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5 M=FQ5V;%79L5=FQ5V;%79 /S+_
"TMO/%M]8M^,6K1+^]D.P<# M_=K%+ZH_S?Z*.M MP0[V5-SLV*NS8JI-BKLI^\ D7Y^^K2?X7U!_P!U(2UJQL=VC^3]5_RMOVL MJ&JFNU._EYG8_W?O_F?^IY^]\PJ]>R>,?
F<8W\]Z/Z/2?\ F_Q?T?ZKL[_G MJCY((-BKLV*NS8JI-BKLV*NS8JI-BKLC/G;R3I_GC3S:78X3I4PS ?%&W\5/-MJ[2_QS2]I=FPUL.&6TA],NL3^KO#O.S.T\F@R<<-
XGZX=)C_BOYLG9Y.\R>6] M0\J;@^FZDG"5-P1]EUI,IIJ?\]\\-U>DGI9G'D%$?*0!P^_:+6X]7C&3&;!^<3_-EYNPHS!=@[-BKLV*NS8JI-BKLV*NS8JI-B
MKLV*NS8JI-BKLV*NSKOY3_FNWE]DT76G+::QI%*=S"3V/_%7_$/EG==A]N'3 MD8LI_=_PR_U/_CG^Y?/>W^P/S(.;"/WO\4?]4_X__NG9Z/1UD4.A#*P!!!J" M#T(.>O
@BP^,$4:+L=DD.S8JI-BKLV*NS8JI-BKLV*NS8JI-B MKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*N MS8JI-BKLV*NS8JI-
BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*N MS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*N

*MS;0_O(!?SAO#Y_K?4M#VK@UH_=RW_F'TS'^;^JP|(WFH=T|-BKLV*NS8]f-B MKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*N MS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f- MBKLI#^0WG'I&ZB_E^Z:EO=GE#7HLH'3_`)Z+M_K*N=|[,]H>%D."?TS^G^O_M ,>'V@/G7M?V=XN,:B/U8_K\|\?|*

*QP_82[/1N>N/C3LV*NS8]f-BKLV*NS8]f-MI-BKLV*NS8]f-BKLV*NS8]f-BKLV*NQ.>'"*ZB>"=%>)(U*LK"H8'I"//#*YP$P_M8R%@LX3,")1-*

$;@AV>9/S3_*R7RE*VIZ8IDTF1M^YA)_9;`(_D?_&+;_:\; MI;|%.D/B8|\1_P"E?D?Z/'DVS#_I9YC^E_,C\1Y;.89QKW M#LV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*N MQ>SL[C4+A+6U1I)Y&"HBBI)/899CQRR2$8BY'D&K)DCCB92/#&.Y)=GJ/\L? MRQM_)5N+R\"R:M(OQ-U$0/I"?

\;OWZ#X>OM/8W8T="CGOE/^P_HQ_27POMS MMR6NEP0],&/(?S_Z4O\ >Q_2[.B9UKQSLV*NS8]f-BKLV*NS8]f-BKLV*NS8 MI]f-BKLV*NS8]f-UP*[.(?FU^;7U?U-_T"3]fNEQ<(?L^,*

<9_F_G?JGI!I/-MNW>W>&\.$f!IS'3'C'S[ST]_+U#*Y?]G^*L^<;<;>,]?Z<_+^;'XEV< SR]I:-M=FQ5V:%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79-ORZ_,6*

M\|BWE#673I2/6AK_.,G@X_X;[++>W1=D]K3T,^_&?JC_+Z/]+|WF>V.QX;^ M'\W)'Z)_[V7]'_<]'9ZKTG5K/7+./4-/D$MM*]P_$'P8=QV5V_!}{9X"<#<*

*M2^":C3SP3./(.&4>8_'1V#E!'ICO[Z?!3_?.SSIGDS[&[-BKLV*NS8]f-BKLV*NS_]3Y M_P"*OO[-BKLV*NS8]f-BKLV*NST7_P XI?\ '$O?^8D?\0&>L^R?]U/^M_O0 M^-^V/]]#^I_OG9V//07SEV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5*

*MV0#\R_RTMO/%M|8M^,6K1+2.0H!P/UR>W\K'L_ZN^:^;T_HNR>9U#RCLV*NS8]f-B MKLV*NS8]f-BKLV*NR,^=0).G^>-/-I=CA.E3#,|\4;?Q4_M+_'-+VEV;#6PX M9;2'TRZO/ZN\.*

[[.I3R:#]QPWB?KATF/^*_FR=GDWS)Y;U#RK]#Z;]2<)4W! M'V77LRGNI_SWSPW5Z2>EF<>041\I#^=%]_T6MQZO&,F.V#\XG^,+S=A3F"[!

*MV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79 ML5=G7?RH_-=O+(}HNM.6TUC2*4[F$GL?^*O^(?+.Z[#[<.G(Q93^[_AE_J?_`M !S_'+Y|V_V!^9!S81^]_BC_JG_!__`3L'HZR*0AE8 @@U!!Z$'/7@0 M18?&2"#1=CLDQ=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ*

M5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7 M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=F

MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=C)8DG1HI5#QL,K $$>!!ZY"41(4=PRC(Q-C8AV'S_6^J.#M.:K1^[EZOYDO3/_`$O_!-AV1G-.[MV;%79L5=FQ5V; M%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5*

M=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=BD$\ MEK*D\|+%)$8,K#]"#4$?(Y.,C$@C8C<,)Q$P8G<'8NSV-Y%\U1^<==#@U-;"8C

*MA,H_9D7[7T'|2_Y+9[]V9KAK,(R=>4O*8Y_K|S\|Y=]Z_Z+/+`_#S@>^!^G_B M3YAV23-RZ5V,%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%78G*

*M//%=1/\.BO$ZE65A4,#U!&5S@)@QD+!9PF8%2B:(Y$=`9YD_-/\.*R7RE*V! MZ8K/I+MTZF$G]EO\C^5_]BV_VO&^VNQ3I#XF/?$^=E?D?Z/'DVS#_I9YC^E_,C\1Y;.89QKW#LV*NS8]f-BKLV*NS8]f-BK MLV*NS8]f-BKLV*NS8]f%[.SN-0N$M;5&DGD8*B**DD]AEF/'+)(1B+D>0:LF M2..)E(\,8[DEV>H_RQ_+&W\E6XO+P+)]TB_$W41_L)_QN_?*

*H/AZ^T]C=C1T M<>,>^4_[#^C'I)?"^W;W):Z7!#TX8\A_/_I2_P![']+LZ)G6O'.S8]f-BKLV M*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLW7 KLXA^;7YM?5?4T#0)/WNZW%PI*

*M^SXQOG^;=^WV5WZ>;=N|N\-X<)WY3F.G\&/GWGI[^7]'L_[\59\XVYX|9Z M_P!2E_-C\2[. 9Y>^M.S8]f-BKLV*NS8]f-BKLV*NS8]f-BK MLV*NS8]f-BKLV*NS8]f)M^77YBWGD6\H:RZ=*1ZT-?\ AT\"_#?9/MT79/: MT]#/OQGZH_[Z/]+|WF>V.QX;^'\W)'Z)_P"]E_1^[HI/5>DZK9ZY9QZAI\@E*

*MMI156'X@CLP[CMGM^#40SP$X&XE\$U&GG@F<>0<,H\Q^.CL&YDN,[-BKLV*N MS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-MBKLXY_SD3_QO++_F)\ Q YY]I6?W4/ZW^]+Z/[':?WT_ZG^^=GG3/)GV-V;% M79L5=FQ5V;%79L5=G__5^?\ BK[^S8]f-BKLV*NS8]f-BKL]%_|..W_ !Q+ MW_F)'_$!GK/LG_=3_K?*

[T/C?MC_?0_J?]YV=CST%\Y=FQ5V;%79L5=FQ5V;% M79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=

MFQ5V;%79L5=FQ5V;%79L5=FQ5V0#\R_RTMO/%M|8M^,6K1+2.3H'_W7)[?R MM^S_*N>9Y/!^2F&VO@:0%A'..QC4/X]XH?UX\OG]/Q=GL7Y9[^_.3LV%79L5=FQ5V;%79L5

*M=FQ5V;%79L5=D9\[>2=/\\;>;2[''=*F&8#XHV_BL_:7^..7M+LV&MAPRVD/ MIEUB?U=X=WV9VGDT&3CAO$_7#I,?\5_-DI/)WF3RWJ'E74'TW4DX2IN"/LNO*

M9E/=3_GOGANKTD]+_X\@HCY2'>'W_1:W'\|8R8S8/SB?YLO-V%&8+L'9L5=F MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V== M_*?

\UV\OLFBZTY;36-(I3N82>Q_XJ_XA\L[KL/MPZO @BP^.$4;+ ML=DD.S8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*N MS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f- MBKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV* MNS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f- M&R1I,ACD4,C"C*PI"/ @]G+^]CY_WG^F_B M_P [_3.SA7FG\0\ 7_)G[(P'T*T$T?Q1G_9#I\FXG/--,V7FTA_>#;^<-X? M/];ZGH.U\&M'\N7[_F2], EU_P

VW9&,T[O'9L5=FQ5V;%79L5=FQ5V;%79L M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5

MV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=G3OR4\X_P"'=;_1URU+ M^(0UZ++_NMOI^P?],_)SL?9WM#|OFX)?1DV]T_X3_O?['B/:,LW\S@\2(!> M+U?UH?*

QC_??!V>H,H?#'9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ M5V;%79L5=FQ5V3P1743P3HKQ.I5E85#]01E,]M|C\2'CAOB/^P\O=_-/ MP|_N^8/;HUL?#R;9H_\ 2P?

SA_2_G1^/NV!9-6D7XFZB(']A/\ C=^_0?#U M]I[&[&CHX\<]\[_V']&/^^+X7VYVY+72X(>G#'D/Y_]+2E_O8_I=G1,ZUXYV

M,%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V<7_.7\S+G1F;RY1O M>^X= 9IR"I"\/LQ'W'VG'3[^_%6GG7M#VQ+$? QW&5>]?D?YG_%?IY>E^C$?8

MD<]:C+4H@^B'/U#K/]&?B79YSRH]?=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=DV_+K\Q;SR+>4-9=.E(];&O M_#IX:/

*AOLGVZ+LGM:>AGWXS]4?]]\^E]fS/;'8\-?#^;DC]$_]f++^C]W-V M>]]*U:SURSCU#3Y!+;2BJL/Q!'9AW';/\]{9X"<#<2^":C3SP3./(.&4>8 M_'1V#E!']CO[Z?!3_?.M.SSIGDS[&[-*

*BKLV*NS8]f-BKLV*NS_^C^?\ BK[^S8]f-BKLV*NS8]f-BKL] M% \..W_!Q+W_F)'_$!GK/LG_=3_K?]T/C?MC_?0_J?]YV=CST%\Y=FQ5V;*

M%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5 M=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79 /S+_+2V\\6WUBWXQ: MM$M(Y#L'

_W7)[?RM^S_*N[/+-_87.EW,EG>1M%<1,5=&%"",\5RXI8I&,Q4AS#[MBR MQRQ$X'BC+<$,P-E3<[-BKL?%\\1BQ1BKL0H [DI#)1B9&@QE(1%GHI/DGI9G'D%$?

*0[P^,:+6X]7C&3&;!^<3_-EYNPHS!=@[-BKL MV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NSK MOY3_)L-Y?9-%URVFL:12GO @BP*

*M^,$4:+L=DD.S8]f-0G KLU",5=FP]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS M8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLP%>F!78%O-2LM.7E>3Q0 MKXR.J-|*

*$B,HR9X8_J(C_6--^/#/)M",I?U09?<{/W>_FAY/L*^KJ,+$=H^:4 MG_$_V:C)VU183ECE_G5#_=$.P@NOSX\HV_]T;B;_4BI M_P_3*YJY^T^FCRXI>Z/_.\7"\[;!*;N7/@C[Y?|*

$B3L)_^QN3IDC\8D?I+L-+7_)R \L3?WT5U%\T5 MA^#9FP]I=,>8F/@/^*<&?LCJ8\C"7Q(_WKL/+/\ .+R9>&@O?3/_!9&Z_C0 MC\;,"W6NS85=FQ5V;%79L5=FQ*

M5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=E,2]D@<_MB 2 ._MOD2.#(.R":%^,&BZE=MIF!]-U%&-#'DO#D!KAG_Q7+*

*[GJM5V!FQ1&3'6;&1?C_XCG\K=D\$XJ.AS[;>4=FP MH=FQ5V;%79L5=FQ5V;%78UT653&X#(PH014$>X.1,1(46O0!L.SF/FW\C|#U MWE<:7_H%T=Z(*Q.?=/\?]A_P.*

*<7K_9O#G]6/]W+R^C_2!/\->X/[J_^G\. M7?[#^S_O!_G?O?YWS=G"O-7Y>:_Y08G4(";>NT\?Q1G_9#[/R;CGFNM[*SZO^_ML>G^?'>'/(\ .I]3T';_WNS8]f-BKLV*NS8 MJ[f-BKLV*NS8]f-*

*BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BK MLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLL$]:C8C%79ZY_*_MS>/;&@15RM6]@1#,.Y8#X7_V:*

[_ZW+/=Q=?^;P@GZX^F?O_)W^=^M>NW. MSOR62UND62"52CHPJ&!Z@Y5DQQR1.9"XGF&W M'DECD)1/#.X(Z.SR5^97D:7RJQ@26.K,U7MW\+W0_Y2=_H;OGA7:_9IT6*

M7A'T2W@?]f[XOT#V+VH-?BXC_>1VR#$_)W]67[9#,Y]Z1V,%79L5=FQ5V; M%79L5=FQ5V;%79L5=FQ5V;%78O9V=QJ-PEK:HTD\C!4114DGL,LQXY9)",1<

*MCR#5DR1QQ,I'AC'!9-6D7XFZB(']A/^-W\]\/7VG ML;L:.CCQSWRG_8?T8_]+X7VYVY+72X(>G#'D/Y_]*7^]C^EV=$SK7CG9L5=F*

MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=D4\:>0[#SU8?5[BD= MW&\"8)P-T/@?YD;H?!&^:'M3LN&NA1VF/HGW?\==_P!E=]Y-!DXH[P/UP_G? M\>'0NSR?

K^@7_E]_DTW4HS'/&?H8=F4_M>QSP_4Z:>FF<>05(?BQY/OVDU>_M/58QDOFXG[/Z,NXNPLS#W1=D]K3T,^_&?]C_OH_TOO>9[8['AKX?SN6 M<>H:?(0);:455A^H^##N.V>WZ?*

*40SP$X&XE\$U&GG@F<>0<,H\Q^.CL&YDN.[M-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV M*NSCG_.1/_'$LO\ F)/_ ! YY]I6?W4/ZW^]+Z/[':?*

*WT_P"I_OG9VTSR9C= MFQ5V;%79L5=FQ5V;%79__]?Y_P"*OO[-BKLV*NS8]f-BKLV*NST7_P XI?\ M'$O?^8D?\0&>L^R?]U/^M_O0^-^V/]]#^I_OG9V//07SEV;%79L5=FQ5V;%7*

M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=F MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V0#\R_P M+;SO;?6;,C%JT2TC

MD.P<#_=.V4N[$[;EH)<,O5AE]4?Y MO\.'^^C_!>]V>7-3TN]T:Z>SOXGAN$-&1Q0_P!H]\\7S89X9&$P8R'0ONF# M/#/$3QD2B>H=@,_DT'7*'(=GWA<49F]2..RKU4=*

*M2=^GVO2.P>Q)<0SYA0&\(GG?\Z7^_]^?O\N]HNWHF)T^_V3MDF.0'\R/F?XOQ M6SOF>I/DSLV*NS8]f-BKLV*NS8]f-BKLV*NR,^=0).G^>-/-I M=CA.E3#,!\4;?*

Q4_M+_'-+VEV;#6PX9;2'TRZO/ZN\.[[.I3R:#)QPWB?KAT MF/\ BOYLG9Y,\R>6]0\[@^FZDG"5-P1]EUI,IJ?^\\!-U>DGI9G'D%$?^0 MIXOO_BUN/5XQDQFP?G$_S9>;L,P78.S8]f-*

*BKLV*NS8]f-BKLV*NS8]f-BK MLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLZE^6WYOW'E-5TS50UQIG1"-WB_MU:_:3_(_X'PSM.R.W1:3]WD]6/I_.A[OZ/E\GA>VO9V.I/B8]AEZ_P*

*W)_6[MI?TOF[.W1_FAY/E@%P-2A"TK1N0;_@*X7[;?3PSFM;[4PCM@'$?Y MTO3'Y?4?]B]3H?9')/?4'@\'V'JG_IOIC_LG9QC7?/'F#S'*9-0O)6!ZG(K%4 M'L$6BYY[J>TL^H-SD?==1_TH?*

*2=+V7I],*QPB/,N^7^F.[LOR]XUQ.L^G MW4@ .:,_6C8>#(=OXX=+VEFTQN$C_5.\3_FKK.R\&]CPY(C^L/3,>Z3L]4>1 MO.-KYWTE=1@^'53PFBK7@X_6IZ?2XY[9V9VA'6XN,;'E*/*

*-E^.3X/VKV=+M093CEN.<)?SH_K_G.R2YN72.S8]f-BKLV*NS8]f-BKLV*NS8]f M]-BKLV*NS8]f-BKLV*NP\]FN:9H"?\$^_P#PFOTWLI]^G^^Y&4?*

<#F9BU>7%!$I1]Q(<+-H\6;ZXQE_6B'[M)CI?YV>=<.H)+A+E!VG0'_AEXM_PV;[#[1.K'SD)_P!8?]X2\[GIF=)EY1,/ MZA/W'BC]CLG&D_\.149HNK6!'B\#U_X1_\ FO.DP>U@_P

*K#XP/^]E_Q3R^ MH]CC_DL"8_WT?\ B?9/M&_-CREK=%CO%AD/[%P#&?O/P?\ #9U.G[=TV;82 MX3W3]'W^GI?DM3V!]\&YAQ#0AZ_^/?[%V3**1)T$D3!T/1E((TC.@C(2%C=*

*MYN43$T=B[']Y-B[-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-B MKLV*NS8]f.>_F;^65MYVMC=V@6+5HE^:!^@D_8?_(U;]G_5SD^>QHZR/%'M;*.1_G?T9?*

H+V'8G;]'[V'?'Z_C#_B>)V='!# $;@[@COG7@\V\8[+P MH=FQ5V;%79L5=FQ5V;%78UT612C@,K"A!%01[C(D BBD&C8=G,O-OY(Z%KW*.MXTW_$"[,_P"L1/NG[/^PI_]YQFO[F\.?

*U8_W8)/Y+7\!:V!3Q?%&?F?V?!F%SS76]DY)]8! M/^\.\?V?YSZGH.V=/K?IN7]_F2[,_P#CW^:,:LBF:1WSLV*NS8]f-BKLV*NS8 MJ[f-BKLV*NS8]f-BKLV*NS8]f-BK MLV*NS8]f-BKLV*NS8]f-BKLV*NR=?E/YQ_P (Z^C3M2QNJ0S^_M !/PQ_L&_P"%Y9TO8>O_"F<7]&_3/\ WLO\WK>6I?[,_.8#P_WD/7#_?*

*1_MSA_LN%V>M,]T?GYY,"KLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f M-BKLV*NS8]f(#^<>A1ZUY3N9"\ZUI2XC/AQV'OOKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-*

BKL7LJ.XU"X2UM4:2\@]f(JJ23V&68\WL+A)L9N$]J:E3_$=]C:.MNV8>`5X\Q.82$C U+RXI^Q@F"<#=#X'Q1OVE^D;YH>U.RX:Z%':8^B?=_P =_V5VKDT&3BCO__7 M#^=_QX=

*[/)^OZ!?^6K^33=2C,<\9^AAV93W5NQSP_4Z:>FF<>05(?BQY/OV MDU>/58QDOFXG\<.O-V%F8:FNS8]f-BKLV*NS8]f-BKLV*NS8J M[-BKLV*NS8]f-BKLV*NS8]f-*

*BKLV*NR;?EU^8MYY%O*&LNG2D>M#7_AT\"_M WV3[=%V3VM/0S[\9^J/^^C_2^]YGMCL>&OA_-R1^B?^]E_1^[HI/5>DZK9*

*MZY9QZAI\@EM1156'X@CLP[CMGM^#40SP$X&XE\$U&GG@F<>0<,H\Q^.CL&YD MN,[-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-B MKLXY_P Y$_|*

'$LO^8D_\0.>?>UG|U#^_M_O2^C^QW\|/^I_OG9YTSR9[C=FQ M5V;%79L5=FQ5V;%79__0^?\ BK[^S8]f-BKLV*NS8]f-BKL]%_\..W_ !Q+ MW_F)'_$!GK/LG_=3_K?[T/C?MC_?0_J?]YV=CST%\Y=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=

*MFQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V%^JZ'IFN1B+4[:*X0=/40-3 MY$[CZ,Q,^EQYQ62(E_6#F8-5ETYO'*4/ZIIV-,\D>7-'E$]C801S#HX2K#Y*

*M%[T^C,7#V9I\)XH0B#WTY6?M349QPSG*0IKV^QY_7-HZEV,"LV*NS8]f-BKLV*NS8]f-BKLV*NS8]f(SYV\)QZ?YXT\VEV.$Z5,,P'Q1M_%3*

*M^TO\)^N'28_XK^;)V>3O,GEO M4/*NH/IN])PE3<$?9=>S*>ZG_/?/#=7]YZ69QY!'RD.\/O^BUN/5XQDOFP? MG$_S9>;L*,P78.S8]f-BKLV*NS8]f-BKLV*NS8]f-*

*BKLV*NS8 MJ[f-BKLV*NS8]f-BKLV*NSMG_.. MB^RO$1*_L=GH+/57R)V;%79L5=FQ5V;%79L5=FQ5*

MV;%79L5=FQ5V;%79L5=FQ5V(W5W;V$+7%U(D4]7=@CZ3ME63)'&.*1$1WG M9MQXY9#PQ!E(]DRI.:>8_5U\NZ1RBTX/?3#;J?!'7_785/^Q4YQVK]HL&+;.M'>0^7IC_*

*;]0+VVC]E=1FWR5BCY^J?^E'^^D[.3^8/S]\TZMOCR@E6R@/[.MHU/>0U?_($KG#:KVAU.?8'PQ_0_XKZOE3WVDIF=+@WD/%EWSY?Z3Z?G;LY_*

*M<7,UW(9KAVDD/5G)8GZ3G+SF9FY&SYO70@("H@_=PV=B609NS8]f-BKLV*NS M8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NPTTCS'-MJ^@/ZFF74MN?!&*

(!^:_7TG.S!]N WCD8^X_H<'4:/%]66,9_UA^GFI.E:_M#_SD#K=E2/5H#(R_=67]W)^'P'_@,]#2^U:.&V4#(/\ 22_XG_8O%:OVIPV-

*M\4CC/=]_.#RKY@XQ_6/]DY_8N!PW]GW3_ALJ;2=OZ;/M?!+N MGZ?]E]/VO!ZSV=U6FWX?$C_.Q^K_&/U?8[)VK*ZAT(*G<$&H/R.=,"#N'E2 M*V+LO)*

(=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V<[_.MW\LK?SM;F!M>,6K1+\#]!(!^P_\ QJW!/^KG)HJC1UD>.V46IVRN=-N9+2!C:*>)BKHPH01GBV3'*

*M+'(QD*D.8?=<66.6G\49;@AV2?RG^97F'R@1'9S^1;CK!+\2?!'NG^P(S< M.'M?/I-H&X_S):Q_X[_FNCU_8NGUN\Q4_P"2'TR^/\[_#G9W7RE^=6@>8>.M%\?*

*J%V=J2GI\3_DR=!_I^.>F:#VCPZCTS_=S_I?3_I_^*I\K[0!F<^F!4/WL M/Z/U_&'_!-NSI*L&4,I!4BH(W!'MG8 WN'BR*V=EX4.S8]f-BKLV*NS8]f- MBKLIE5U*, 5(H0=P1[C(D [%(-;AV*

M8/)Y+WT!>VKM/%\4?TGJO^S"YYIKNR<^D^L7'^?'>/\ QW_:?4]!VSI];M U M+^9+TS_X]_FV[(GFC>@=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7

M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=F MQ5V;%79L5=G]?\FO./\ B;0A:7#5OK&D;UZM'_NM_N^__P"K[Y[7[/=H?

*FTG9WY7/QQ'HR^H>4_XX_[fXNSH^=>\0l-BKLV*NS8]f-MI-BKLV*NS8]f-BKLV*NS8]f-*

*BKLV*NR*_F5>)8^4=2D1@[HJ23V&68\OM'8W8T="CGOE/^P_HQ_WQ?"'^W.W):Z7!#TX8\A_/_I2_WL?TNSHF=<\<-M[-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS=*

*<"NSB'YM?FU]5]30-_M_D_>[I<7"'[/C'&?YOYW_9^RN_3S;MWMWAO#A,_*1O/.G^>=/\ K-K\%R@-MG@)^)&\1XH?V6_CGN/9G:<-,#BCM(?5'^;^SN+X!VIV7DT&3AEO$_1/^3]?T"_|*

*+5_)IN1IF>,_0P[_M,I_:4]CGA^ITL]_X\@J0_%GR??M)]>]QC)C-Q/N>4O-V%F8;FNS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NS8]f-BKLV*NR;_M?*

EU^8MYY%O&LNG2D>M#7_AT\"_ WV3[=%V3VM/0S[\9^J/^^C_2^]YGMCL>&OA_-R1^B?^]E_1^YV>]])U:SURSCU#3Y!+;2BJL/Q!'9AW';/\]{9X"-M<#*

*<2^":C3ST\SCR#AE'F/QT=@W,EQG9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V M;%79L5=FQ5V;%79QS_G(G_CB67_,2?^('//O:S^ZA_6_WT?1_*

*M8[^^G_4_WSL\Z9Y,^QNS8]f-BKLV*NS8]f-BKL_T?G_(J^_1V*NS8]f-BK MLV*NS8]f\1?_#CM_P_<2[_YB1_Q_9ZSD)_W4_ZW^]#XW]8_WT/ZG^^=G8\]*

*M!?.79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79 ML5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L

[.SN-0N$M; M5&DGD8*B**DD|AEF/'+)(1B+D>0:LF2..)E(\,8|DEV>H_RQ_+&W\E6XO+P+ M)|TB_$W41__L)_QN_?H/AZ^TI€=C1T<>,>^4_P"P_HQ_3)\+[<{|I<7'"|/C'&?YOYW[?97?IYMV[\V[PWAPG?`ME.8Z?T8^?>>GOY>H>S_L_P 59\XVYX\9Z_TY^7|\V/Q+LX!GE{ZTf-BKL-/+W MF'4/]_)6FR%)D_X%E[JP[J?\|\S=+JIZ:8R8S1'V^1\G!UFCQZO&<>07$_ M.?TH^;Ll8^1O/.G^>=/^'LVWP7*4$\!/Q(WB/%#^RW\<|QI,[3AK8<4=1#ZH_ MS?\ CO<7P'M3LK)H,G#+>)^'B?20_XKO#LE.,QT+LV*NR*>?/(=AYZL/]IQ2. M{C!,$X&Z'P\R'H?I&^;'M3LN&NA1VF/HGW?\==_P!E=]Y-!DXH|P/UP_G? MJEW%V>3}?T'\M7\FFZE&8YXS]##LRGI\6[^/#|3HZ:9QV\4A^+'D^.;35X M!5C&3&;B?L_HR\W6W84SN5#J[-BKLV*NS8JI-BKLV*NS8JI-BKLV M*NS8JI-BKLV*NS8JI-BKLV*NS8JI)M^77YBWGD6\H:RZ=*1ZT-?^'3PUIZ&??C/U1_WT?Z7WO,]L=CPU\/YN2/T3_P\[+^C]W1V>]J)U:SURMSCU#3Y!+;2BJL/Q!\&'<=LJOP:B&> G W$O@FHT\|/,X\@X91YC\='8-S)<9 MV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=G'/^E]'|CO[Z?]3 ?.SSIGDS[&[-BKLV*NS8JI-BK MLV*NS__2^?\ BK[^S8JI-BKLV*NS8JI-BKL\%_|...W_ !Q+W_F)'_$!GK/LMG_=3_K?IT/C?MC_?0_J?[YV=CST%\Y=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7 M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=F MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=D9\[>2=/\|:>;2[''=*F&8#XHV_BL_:7^ M.:?M+LV&MAPRVD/IEUB?U=X=WV9VGDT&3CAO$_7#L?\5_-D(/)WF3RW]'E3M4'TW4DX2IN"/LNO9E/=3_GOGANKTD]+,X\@HCY2':?%]_T6MQZO&,F.V#\XG^ M;+S=A1F"[!V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L M5=FQ5V;%79L5=FQ5V=]_+?\|CJ'CU_7H_P#1=F@@8?WG@IC_'W_ "K^W_J_M:]#'[\]2LV8>G^'"\[^E+_^CW#^+^KS\$IH/:#PIP8#ZN4YC^#^C^EWG^!^ MMRV>A,]6?(79L*NS8JI-BKLV*NS8JI-BKL"ZAJ-II-NUW?2I#_M:]IIW(_'IOME&;-##'BF1&(ZEOPX9YI"$_92/2+LXKYQ_/Y5Y6OEF.IZ?69A_M_P_0C/ZW_P" SSGM#VH_ATX_SY?[V/\Q7^E?3.SO9*_5J3__,DX?[Z?_$_Z_M9V<3U76+_7+@W>HSO/.W5G-?H'@/89YWGU$\\N+(3(^;Z;@TV/!'@Q@0CW1=M@',9RG9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=@S3=5OM&N!=M:?,\$Z[&C8]??P[9?ASSPRXH$Q/>''S8(9X\.0"4>Z0MV=A\[_P#.0%U;\;?S M'#ZR=/?A_5Q[LFRM_L>,=]H?:F4?3G'$/Y\?]^,>1^%/G7:'LE&5RTYX3_,G MO'X2^J/QXG9VS0O,FE>9K?ZSI5PD\?<*?B7V93\2_2,]&TNLQ:F/%CD)?>/> M.8?,=7HLNEEPY8F)^P_U9 M*.V4CV'8G;&@Z[Q@U/_ $"Z.WQFL1/L_P''S_L_^''STO0^TF'/Z((-%V.R3%V;%79L5=FQ5V;%79L5=E$!@585!V/0C 1?-(V+>7_ M #%RGLE^H79WY1#]V3_E1]/^ XYQ^O\ 9W#]/5#]WA H_3\8?\ $!IGV?I3 M:C3>F?IV'!+Z_A/_(KB=G"?-GY:>8/*!+W0N/\^.\?^._%]5//[;T^MV@>&?\;GZ9?#^=_FNR(9H7H7L5=FQ5V;% M79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=MFQ5V;%79L5=FQ5V;%79L5=FQ5V;%7924_(KSC^F-*;0[E]W5D*QUZM''3M_R+ M/P_ZI7/7O9GM#QU79W@Y?'B/3E^KRR?\?Y^M_B=G6LIQ\^=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=B<\!5 MK$\\!S!(HU+,QZ!0*DGY#(3F(R/GLX1,R(QW\'O=GC7SMYED\VZY<;H]0C MM2)3^S&NR#[NO^5GSYVCK#]\TLAZ_3_5'T_CO?I#LS1#1X(XAS]7G,_5^.Y MV1_-6[=V;%79L5=FQ5V;%79L5=FQ5V+V=G<;A<):VJ-)/(P5$45))\[#+,>.6M20C$7(\@U9,D<<3*1X8QW)+LI1_EC^6-OY*MQ>7@635I%^)NHB!_83_C=^_0 M?#U\H[&[&CHX\<|\I_V'\&/Z2^%)N=N2UTN'"IPQY#^?_2E_O8_1=G1,ZUXYMV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FZX%=G$/S;_-KZKZF@:.M!)^]W2XN%/V?&;_.S?SOV^RN_3S;MWMWMAO#A,_*TQ TXQ@CLV*NS M8JI(IV\|\AV'GIP^KW%{IN,$P3@;H? ^*-^TOTC?-#VIV7#70H|3'T3]O^.N_ M[*[5R:#)Q1W@?KA_.X\.A=GD_7] O\ RU?R:.]49CGC/T,.S*>ZMV.>'ZG3 M3TTSCR"I#\6/)}^TFKQZK&,F,W$_BI>;L+,PW-=FQ5V.%79L5=FQ5V;%79L5 M=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=DV_+K\Q:SR+>4-9 M=.E(J:&O_#IX.\ ANA|NBD)[6GH9]^,_5'_ 'T?Z7WO,]L=CPI0A_-R1^B? M^]E_1^[HI/5>DZK9ZY9QZAI\@EMI156'ZB.S#N.V>WZ?40SP$X&XE\$U&GG@ MF<>0<,H\Q^.CL&YDN.[-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS MJI-BKLXY_SD3_QO++_F)/\ Q YY|[6?W4/ZW^]+rZ/[';WT_ZG^:=GG3/)GV M-V:,%79L5=FQ5V;%79L5=G__3^:\ BK[^S8JI-BKLV*NS8JI-BKL|%|...W_ M !Q+W_F)'_$!GK/LG_=3_K?IT/C?MC_?0_J?[YV=CST%\Y=FQ5V;%79L5=FQ MF5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79

*{6S:"5XSZ3}4)?3+]4OZ0=G"M<_(;S+I]DZ?Z=[#V*L$?Z5<@?FR#]Y>(^8XH_P"FC_Q(=A)%^4'G25PG MZ/=?=GC ^_EFNCV#]Y&N#{8_K=G+VBT8%^(/E+]3LF?*

*E_P#YQZOIF$FNW*0Q M]XX/C<_[(_O_#YT&D]E9RWS2$1_-CZI?/D/ID\UK/:^$16")D?YT_3'_2_4 M?]BI.U>6_*>D>4[?ZMI."Q _:?]I_P"LYW/R^S[9Z+H]!BTD>'&*_XI>|OF*

MFM!0S:R7%EEQ=P_AC_5C^"[#K-DZQV,%79L5=FQ5V;%79L5=FQ5V;%79L5=F MQ5V;%79L5=FQ5V;%79L5=FQ5V0#\R_RSMO.]M!9MN.6K1+^[D.P<#_=,MP0[^5-*

*MSLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NR>?/(=AYZL/]HQ2.{C!,$X&Z'P/\R'H?I&^:'M3LN*

M&NA1VF/HGW?\==_V5VKDT&3BCO _7#^=_P >[B(/)^OZ!?\ EJ_DTW4HS'/& M?H8=F4_M>QSP_4Z:>FF<>05(?BQY/OVDU>/58QDQFXG|/Z,NXNPLS#&OA_-R1^B?*

*^]E_1^[HI/5>DZM9ZY9QZA!\@EMI156'X@^##N.V> MWX-1#/ 3@;B7P34;>>"9QY!PRCS'XZ.P;F2XSLV*NS8]J-BKLV*NS8]J-BKL MV*NS8]I..?\ .1/_ !Q++_F)/_$#GGWM9_=0_K?*

*[TOH_I=_?3_]'!YV>=,\F M?8W9I5=FQ5V;%79L5=FQ5V?_T/G_(]^_LV*NS8]J-BKLV*NS8]I/1?_ #CM M_P <2]_YB1_Q 9ZS|)_W4_ZW^]#XWI8_WT/ZG^^=G8\|!?.79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7*

M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=F MQ5V;%79&?.WDG3_/&GFTNQPG2IAF ^-OXJ?VE_CFE|2[-AK8<,MI#Z9=8G\ M7>'=|F=IY-*

!DXX;Q/UPZ3'_%?S9.SR;YD\MZAY4U!]-U).$J;@C[+KV93W4_MY[YX;]J))/2S./((^4A_.#[_*+6X]7C&3&;!^<3_-EYNPIS!=@[-BKLV*NS MJ[-BKLV*NS8]J.U?*

*E+^4OZ0|/7M>G'[YX,X_WW_*OI?^KIKT/L+L M+Q*S9AZ?X(?SOZ4OZ/A.G M3/5GR)V."AV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V)S0QW;,0S"B<%65 MA4$'I"\/#*

*(2B)"CN"SC(Q-C8CD79YG_-3\]Y/*DC;KI2E]!*<[KU,)/8^^?RM_ML6_RO'.V^Q#I3XF/?$?^E?\ QWN/P/GL;V#V\-6/"R[91_TL_P"/?SH_$>6S MEN<6\[TI-BKLV*NS8]J-BKLV*NS8]J-*

*BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8 MJ[-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BK MLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-*

*BKLV*NR5^2//\ JOD> MZ]2S;U+5R/5@<__N/Y7_P H?349N^SNU,FBE<-XGZH?PG]4O-T/;?9.+7OJ M>TQ\,Q4?^*C_1-GJ/REYRTOSG9\TU_B%/4B;[<9/9AX>##X3GM.@[1QZR'*

M%_UH_Q1?"NT.SOO=GEN^L;C3;F2TNXVBGB8 MJZ,$$9XMDQROR,9"I#F'W7%ECEB)P/%&6X(=@?*FUV,%79L5=FQ5V,%79L5 M=FQ5V=I_*7|\VOT;Z>@Z|) HFRP3L?*

*[OP1S_OO^5OV/\ 5^SZ%V%V[X58T'I_P"+>?/?SG ?Q_TH_T_+^+^MSV>A:UW'3/5 MP;?(79L*9L5=FQ5V;%79L5=FQ5V;%79L5=FP*{(%YM_*/R[YTY3+'!3O#OZ ML(*

*!/^7'!EO^%,_*SEI?V#@U6X'AS_G1_P\!'D?O\WK,S_:4;38GQ(2S9_[MV?,?:/V<)\V_E+YB\]?2[UOP_G0 M_P\!'F/N\W3L_V@T^KVO@G_*

#)_[V7TR^_R=D$SFGJG9L5=FQ5V;%79L5=F MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79UG\B_:/Z& MU9M$NFI:WT'"O19A]G_@Q\'SX9W/LUVAX.7PI?

*3DY>63_CW+_2O >U/9WCXO M&B/?BY^>/K_I?]_TSL]*Y[^^*.S8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS M8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-B*

*MKLV*NS8]J-BKLV*NS8]J-BKL@'YE_EG;>>+:,GS<.$M6B6DQHZV/%';*.1_G?T9?KZ/7=B=MRT$N&7JPR^]/\W>G#_?1_B|[\L M7]A*.MP0[^5-5L_MV*NS8]J-*

*BKLV*NP=HVJW&A:AJ]5H.30.KK]!Z'V/0YDZ?/+!,9(\XFW%U.GC MJ,LVWF'38-4M#6&= X]CW4>ZM53GT+I=1'48QDCRD+,'N? MFO5:.6FR2QO^J]KlOQYNPPS,<-*

*V;%79L5=FQ5V;%79L5=FQ5V13SYY#L//5A M7?N*1W<8)@G W0^|_F1OVE^D;YH>U.RX;Z%';8^B?=_QUW_97:N309.*.\#] MFF<>05(?BQY/-MOVDU>/58QDQFXG\<,O-*

*V%F8;FNS8]J-BKLV*NS8]J-BKLV*NS M8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NR;?EU^8MYY%O*&LNG2D>M#7_(=/*

M!Q_PWV3[=%V3VM/0S[\9^]/^^C_2^]YGMCL>&OA_-R1^B?\ O9?T?NZ.SU7I M.]V>N6<>H:?Q);455A^([,.X[9]?@U$,\!.!N)?!-1IYX)G'D'#\,?CH[M!N9+C.S8]J-BKLV*NS8]J-*

*BKLV*NS8]I..?\Y$_|<2R_YB3_,0.>:?>UG|U# M^M_O2^C^QW]]//^I_OG9YTSR9|C=FQ5V;%79L5=FQ5V;%79__T?G_(]^_LV*.MNS8]J-BKLV*NS8]J/1?_ #CM_P <2]_YB1_Q*

9ZS|)_W4_ZW^]#XWI8_WT/Z MG^^=G8\|!?.79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=

MFQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V; M%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5

M=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=D1_./R/;>>-:W("WT0+6\G<-__M^3_(_0_\%VSG^UNS8ZW'?\0I8G@D:*0%74E6!Z@C8C/!Y1,31?*

H>,A(6.1=C,BR=FQ5V;%79L5=FQ5V=] M_*7|\I?TAZ>O;]'_HNS00,/[SP=Q_OO\ E7]O_5^UZ'V%V%XE9LP]/\$/YW] -M7]'N"\?]7GYG[0>T'AW@P'U\IS'\']&/]/O/\/\ 6Y;/0G3IGJSY$[-A0[-*

*B MKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NQ.,&;Xc;&90\3@JRL*@@0 M1X9"41(4=P6<9&)\&Q'(NSS3^.GY4R>5G;5M)5GTI<\2\3"3V/C&?V6I?9.Q M/CO;?*

*8ATI\3%OB_Z9_\':?/YOM?8/;PU8\++ME'(_P"]?\)?IQ\0I.5YQ3WCL MV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8 MJ[-BKLV*NS8]J-BKLV*NS8]J-*

*BKLV*NS8]J-BKLV*NS8]J-BK MLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J#+0M>U#RW>IJ&FRF*=. MXZ$=U8=&4]P8GC/#(?BCY.%JM)CU4#CR#BB?*

*Q8[B|/47Y>?F;I_G MF'T&!!];"KPD|-3]?)?BOBOVE_P"$XVCLGMF&M''"23D':/?YQ_&SX9VQV)DT! MXAZL1^F?=_1GY^?*7V.R=9TIRKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J.>_F*

M,^65OYVMS=VO&+5HE^!^@D_8?\ XU;]G_5SD^V>QHZR/%;.1_G?T9?H+V M'8G;OG._C_I1_[_]K^MSV>A.NXZ9ZN#;Y"[+PH=FQ5V;%*

*M79L5=FQ5V;%79L5=FQ5V;%79L"NR! ^;?RD\N^;N4WI_5+P[^M *G_+3|+?\ M*W^>5G,.[L'[JMZX)_P Z/^^CR/W^,U?9_M#J-)Z;\2'\R?\ O9?5'1Y.SA7 MFW\H_,/E7E.*

(_K=FN_K0@F@_RT^TOXK_>6>9Z[L+/I=ZXX?SH?I(;,>\R?^]EI,OO\G9 LYEZMV;%79L5=FQ5V;%79L5=FQ5V;%79L

M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%78Z.1X762,E74@@C8@CH1A!(-AB0'.M+L]A?EYYM3SEH,-^2/K*_NIP.TB]3\G'QCYYIYV3KAK,(G_$/3/^L/U\WYU[M8[/.BSG'_"?5#^H?*

^)^EV2K-ZZ%V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5 MV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79 ML5=FQ5V;%79L5=FQ5V;%79L5=D

_;S\M+;SO;?6,;C%]TZ?TCDZ!P/!UR?\;M M^S_JYRG;/8T=;'BCME'(_P [^C+\;/7=B=MRT$N&7JPR^]/\W^G#_?1_B|[L M\L7IA.MP0[^5- MSLV*NS8]J-*

*BKLV*NSM7Y#>=1973>6KQJ0SDO;D|I/VD_V8Z?Y0_RL]#|F.T> M'1P3Y2WA_6ZQ_P I[_ZSYI[5]F<<<1J8#>&V3^ITE_F_[G^]/0F>KOD#LV*N M8]J-BKLV*NS8]J-*

*BKLV*NR*>?/(=AYZL/]HQ2.{C!,$X&Z'P/BC?M+](WS0 M]J=EPUT*.TQ|$^[_(Z[_LKM7?)H,G%'>[^N"\[_CPZ%V>3]?T" \M7]\FFZE&*

*M8YXS]##+LRG]I3V.>'ZG33TTSCR"I#\6/)]^TFKQZK&,F,W$_9_1EW%V%F8;F MNS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J- M-BKLV*NR;?*

EU^8MYY%O&LNG2D>M#7_A'\"_#?9/MT79/:T]#/OQGZH_P"^ MC_2^]YGMCL>&OA_-R1^B?^]E_1^[F[/5>2:E:K9ZY9QZA!@EMI156'X@CLP[C*

*MMGM^GU$,\!.!N)?!-1IYZ>9QY!PRCS'XZ.P;F2XSLV*NS8]J-BKLV*NS8]J- MBKLXY_SD3_QQ++_F)/\ Q YY]I6?W4/ZW^]+Z/[']?WT_ZG^^=GG3/)GV-Y;%*

*M79L5=FQ5V;%79L5=G__2^?\ BK[^S8]J-BKLV*NS8]J-BKL]%_|...W_ !Q+ MW_F)'_$!GK/LG_=3_K?[T/C?MC_?0_]?[YV=CST%\Y=FQ5V;?%79L5=FQ5V;%*

M79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5= MFQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5= M=FQ5V465!R8T4;D^ &1)H)]]@[/$>OWD>H;K=W<7]W-/)(OR9B1GSE][@R99

M2'"4I'YE^G=)C./%&:]YQC&/R#L+LQ',=FQ5V;%79L5=G:ORE_*7](>GKVO1_ MZ+LT$##^\|'A]A=A>)6;,/3_!#^=_2E_1[A_%[N?F?M:[M0>'>## ?7RG.?P?T8_P!/O/\ #_6Y;/0?

*3/5GR)V?A0I-BKLV*NS8]J-BKLV*NS= MNS8]J-@5V'W_P!;^AW?TMG9T;,N>,=FPJ[- MBKLV*NS8]J#2Q1SQM%*H>-P596%00>H((#D)1$A1W!91D8FO0I(-/\YJ_E5)*

*MY7D;5M)4OI3GXEZF$GL?^*S^RW;[+>_CW;?8ATI\7%OB/_2QG_CK[9V#V\-6/'M"R[91R/^[_|'^\?$.SE6<2]X[#'2=U37I?1TRVEN'_.*U) ^9Z#ZHU>+3B\DHP_K%V=*TG\A/,|*

]XT%HI[._)O^!3D/^&S]<'LQ MJ,F\N&'O-G_8_K>0U'M9IL>T.+)[APQ_V5?<(}5:?\XY6X''<EZDQ/_%<(('XL MQS>0]DA_%/Y1_;Z')[92_@QC_.E^J+L%O_SCKD\'P7\X/NB''^F7'V3Q|)R^0

*M:!I8Y>N,/5D[''+4O^<=;^-2VG7\4[!++*C1_BO/-;FI]D?U?AP=Q.TP^ MV,_WD\1_JD3^_A=G._,?Y?>8_*P+ZC:.(1_NU/CC_X):T_V5,Y\/5]EY|+OD MB:_G#U1^8_2|CH^U|/JL&*

f=&IK'EVR=#TR?\ 'O+Y/BO;GL_+ M27EQ>K%U'\6+|.V4CV'8G;DM#+@GZL,N8_F?TH_[Z/7WNSRW?6-QIMS):7<;13Q.5=&%"',\6R8 MY8Y&,A4AS#IKBRONQ$X'BC+<$.P/E3:[-*

*BKLV*NS8]J-BKLV*NS8]J.T_E+^_M;?Z-]/0=>D_T398)V/\ =^'',?]]_RM^Q_]_9]#[*[=*L.8^G^"?\W^C+^C_M +G^KR\?IH/9_P 6\^ >OG.'_| I1_I]_|._,K<|GH7KN.F>K V^0NS84.S*

*M8]J-BKLV*NS8]J-BKLV*NS=,"NR\"^;/RF\N^;^4S1?5;QM_6@ M-%3_ >]9:\&_P K.9UW86#5;UP3_G1_WT>1^_S>][//1H-11-K\2'\R?^]E] M4?*

*N\G9PGS;^4/F'RMRG6/ZW9C?U8030?Y.?:?\5_R1\SUW86?2[UQP_G1_WT M>8^[S?5.S_.'3ZOTWX<_YL_][+Z9??Y.R YS#UCLV*NS8]J-BKLV*NS8]J-B MKLV*NS8]J-BKLV*NS8]J-*

*BKLV*NS8]J-BKLZ-^?7G'_#&NK:W+4LVD4E>BO M_NM_H)XG_),.L]G^T/RV;AE]&3TGRE_#+'[^Q>_]H'^S?S>#BB/?B]4?.^Q MHZV%'.*.1_G?T9?H/1ZI[.3MN6@EPRI6&7U1_F_TX?*

*[Z^7O=GEB_L+G2[F2 MSO(VBN{F*NC"A\&>*Y<4L4C&0]0Y4]VQ98Y8B<#Q1EN"'8'RIN=FQ5V;%79L M5=BD$\EK*L\+%)$8.K#8@&U!'RR<9&)!&Q#"41(&)W!V+L]>_EUYSB|*

{:!!W!V(P$6EV<.MQ\[?DMH_F)6NM\U'-^=_A'[IS_E(/L_ZR?\ G.+[1]G<6H]6+]W/_82]|>G M^;]KW'9GM-FTU1R_O1_JR_B]TOF[/.FO^7=2\1Z7K6&J1&*9>E>C#^96*

*MZ,I\1GDV]TN333X,@X3]_N?8|)K,>]AXF(\4?N\I#H?785YAN<[-BKLV*NS8J M[-BKLV*NS8]J[-BKLV*NS8]J-BKLV*NS8]J-BKL MV*NS8]J-BKLV*NS8]J-*

*BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8 MJ[+1XD:A(8&HC\(<(P@UN$$7L79Z(_*O\WEU;T!$\P.%O-EAG;82>"OX2>#? MM_ZWVO5NQ.WO%K#G&/J_A1?*

*TO]U_6Y^/]O>SO@WFP#TD_T398 M)V/|WX(Y_P!]_P K?L?ZOV?0NPNW?"K#F/J_@G_-_HR_H^?\/\7Z?-/:#V?\ M6\+ >OG._C_'*4?Z?E_%_6Y[/0M:ICIGJX-OD+LV%#LV*NS8]J-*

*BKLV*NS8 MJ[-BKLV*NS8]J-BKLV*NS=,"NR$>;/RH\N^;^4KQ?5KP_P"[H %)/^6OV7_X_ME_E9S6N[#P;K>N""]\Z/^^'*7W^;U'9_;^HT>P/'#^9/?_2R^]/W>3LX1YM_)_M_P P^5^4|\;?*

*7+;,^K'"'2|_E!H]?^&?_*SS/?=@Y]+N!XD/YT?]\'G]X?5>$_M &BT^K)/AS_)L_][+D?L/DI.?YR[UKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J/6?Y3>*

<\/]WD]W,,_XLD5?^)', M?)],>+ZY1C_6(BY.+3Y,OT1E+^]#+[G9&[S\U/)UE_>:C$Q\(PS_/$_1FGR M=N:6'.8^%R_W+NL?8.LR^7ZK=@0_G]Y5!VCNC_P \U_YKRG_13INZ?R'_ !3D

*M#V2U?7#_ $Q_XEV:C_/WRHWVENE^^<:GJ3X1I4;,NG\A_O3$^R6[*6'^F/_$^N MP=;_)V^3)S1KF2;_P"'7"\ | OJ&S)A[2:67.1'OC+|3BSJF-9'^$'W2C^FG8*

*M>67YB^4[^@AU*Wj>@=N!_P'"XYLL?:^FRY@O%YVTB2KXHP8?AFVADC,7$@^YT\X2@:D#'WBG9!?S_,+.V\[VWUFV-MXQ:M$M(Y#L'_P!UR?\ &K?I_P"KG,]LICQUL>*.V4JJ$[;EH*

*M)<,O5AE|4?YO].'^^C_%[W9Y8O[^YTNYDL[R-HKB)BKHPH01GBN7%+%(QD^D M.8?=L66.6(G \49;@AV!\J;G9L5=FQ5V;%79*_R^]YS^2=82\6K6K_!&/\D M)ZC_"E^?IOW=\W?*

97:!T643_(3M,=\?UCHZ'M?LV.OPF'\0|4)=TO\ B9]8\D0[#SU8?5[BD=W&"8)P-T/@?%&_ M:7Z1OFA[4[+AKH4=ICZ)]W_'?7\ 97:N309..\#]3[II-7CU6,9,9N)_'#+S=*

*MA9F&YKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-B MKLV*NS8]J-BKLFWY=?F+>>1;RAK+ITI'K0U_X=/!Q_PWV3[=%V3VM/0S[\9^_MJ/*

OH_TOO>9[8[\AKX?SN6<>H:?O;.455A^(M(|.X[9]?@U$,\!.!N)?!-1IYX)G'D'#\,?CH[!N9+C.S8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS

ML5=FQ5V;%79L5=FQ5V;%793,$!9B H%23L /?(DUN4@7L[.9>;OSNT+R^6M] M-_T^[&WP&D2GWD_:_P!A7_6SC=?[28<'IQ_O)>7T?Z,_(E[?L_V85ZCU9/W M4//ZS_F=/\ fY.SAWFC\S/,?FLLEW<&.V/^Z8?@2GO3=O]FL6SS?6!L9]5M*51 M_F1],?\ CW^<^HZ'L33Z/>$>?|\^?JE_QW_-IV1#-"1"[-BKLV*NS8JI-BKL MV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NQ4KPNLD9*NI# M*1L01T(R428FPQE$2%'D79[+\C^8?\4^7[35& O9$!)3_?B'B_WL*Y]!=F;O M\U@CDZD>K^L-I?;_-W;FC_*;B6+I$^G^J+/U1^QV2#-LZAV;%79L5=FQ5V;%7 M9L5=FQ5V;%79L5=D4\'>0[#SU8?5[BD=W&"8)P-T/@?YD/[2-\T/;G9<-= M"GM,?1/N_P"_N_]*[5R:#)O1W@>?KA_,_X]W%V>3]?T"_\M7\FFZE&8YXS]## MLRG]I3V,>'ZG33TTSCR"I#\6/)]^TFKQZK&,F,W$_CAEYNPLS#V M.QX:^'!W)'Z)_P"]E_1_W/1V>J])U:SURSCU#3Y!+;2BJL/Q!\&'<=L]OP:B M&> G W$O@FHT\\$SCR#AE'F/QT=@W,EQG9L5=FQ5V<<_YR)_XXEE_P Q)_X@_M<\^JK/[F'];_ 'I?1_8[^^G _%/\]/.F>3/L;LV*NS8JI-BKLV*NS8JI/_6 M^?\ BK[^S8JI-BKLV*NS8JI-BKL]%_\ ..W_!O+W_F)'_$!GK/LG_=3_K?I MT/C?MC_?0_I?YV=CST%\Y=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V M;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L 5M=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5

*M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5 MV;%79L5=@(:1IXOOTF+>(7O$IZW_<^)ZCEUS%_+8^/Q.$=U\DZ,TL)'Z0N*QVZ^|_:D^2?*
\2XYS?;7:0T>*Q]I)SPLDDV7Z!C$1%#D'8 MW(LG9L5=GH+\H/S6?4&B\NZVQ:X/PVTYW+TZ1O\ Y7\K]^C>_]78/;9F1@S? M5_!/Q_HR\^X_@^1^T78 QWJ,(l//)#^;_3CY?
SH_)V=LSTA\Q=FQ5V;%79L5 M=FQ5V;%79L5=G)OS7_*A/,B/K.C(%U-162,,"0#N/^+2^) /,#[<[#&H!RXA M^_BC_JG_'_]T^@=@=@OG3$@\UVQV1#7P_FY(_1/_>R_HG[,;L]7Z9J=IK-
MG'?V,@EMI5Y(P[C^!^OCMGN.#/'-3@;C)\"SX)X)G',<,H\VP]>9#CNS8JJ-M-BKLV*NS8JJ-BKLV*NR*>?\(=AYZL/]HO2.[C!,$X&Z'PAR- M^TOTC?-
#VIV7#70H[3'T3[O^.N_[*[5R:#)Q1W@?KA_,_P"/#H79Y/U_0+_R MU?R:;J49CGC/T,,S*>ZMV.>'ZG33TTSCR"I#\6/)]^TFKQZK&,F,W$_BI>;L M+,,PW-
=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5 M=EJI:T7;$-7J)8L>\,<;X_P"=*Z]/\'[W9"19NS8JJ-BKLV*NS8JJ-BK MLV*NS8JJ-BKL[_|
\X_>:UEMYO+=PWQQDS05[J?IQ1\C\?TMGJ/LMKK\P2Z> MJ'N_B'Z?B?R7'VNT%2&HCR/HG[_X)?IW_ $KL[?GI+Y>[-BKLV*NS8JJ-BKLV M*NS8JJ-BKLV*NS8JJ-BKLV*NS8JJ-BKLV*NS8JJ-BKLV*NS8JJ-BKL*?,?ES M3_-6GOIND)SA?<$?:1NSH>S#^P[9@:S1PU4#CR"P?G$]X=AHM;DTF09,9HCY M2'\V7D(/)WG?R1]'D?4#:78YP/4PS ?#(O\
!A^TO;Y9X9VCV=/13X9'W\LOM3'K\;?'#:0^N'6!_5,-D|(QFG=X[-BKLV*NS8JJ-BKLV*NS8JJ M-BKLV*NS8JJ-BKLV*NS8JJ-BKLV*NS8JJ-BKLV*NS8JJ-BKLV M*NS8JJ-
BKLV*NS8JJ-BKLV*NS8JJ-BKLV*NS8JJ-BKLV*NP?HFLW?E_4(=2L M6X3PL&4]CX@_Y++#8^V96GU$M/,9(;2BXFITT-1C..8N,A7X\P[/8OE7S+:>;_M=)AU6TV604=.Z,/M(?D?
O6ASW[0ZR.KQ#)'KS'\V76+\YZ_12T>4XH].1_G1 M_AE^.KL.LV3K'9L5=FQ5V;%79L5=FQ5V;%79SW\S?RRM_.UN;MNUXQ:M$@OT$@6'I#_P#&K?I_ZN+9,Z7.
MT.HZTW5A_*RG9A\\S=+]\FFEQXSPG[_ZPZN!]I%BU<,#*.(?:/.)Z.ST/Y'__M_#KTKS"$M-7XV5\: $GITYIF/V#__)+_ //9ZMV:I1X114S.737/#^]Q_]+(_#^+WQ_TKLZEUW'0YVP-
O"NS84.S8JJ-BKLV*-MNS8JJ-BKLV*NS8JJ-BKLV*NS8JJ-BKLV*NS8JJ-BKLV*NS8JJ M-BKLV*NS8JJ-BKLV*NS8JJ-BKLV*NS8JJ-BKLV*NQDTT=O&TTS!(T4LS'H !
M4D_(9\'4A$$GD&<8F1 &Y.P=GC[\P?-\OG36Y,\U%LO!N!#^S&.GTM]HOGG@7 M:NO.LS&?\/*_H_MYOT5V1V<-#@&/^+ZIGOQ^SZ0(KFE=Z[-BKLV*NS8JJ-BKLV*NS8JJ-BKLV*NS8JJ-BKLV*NS8JJ

*MH'#ACA@(1^F(H/SAFS2S3,Y[RD>(NP5E[0[-BKLV*NS8J[-BKLV*NS8J[-BK-MLV*NS8J[-BKLV*NS8J[-BKLV*NS8J[(IY]U(Z3Y8U"[4T9;=U4_Y3C@/Q;-/ MVIF\+3SE_1/^R]*

*(=SV3A\;4XX?TA\H^K]#L\9Y\^OTB[-BKLV*NS8J[-BKLV M*NS8J[-BKL,M"UV_\MW\>I;=(8[B,[*L1W5AW4]QF7IM3/3S&3&:D/Q1\G"U*

M6EAJH"D%Q/XL>;LI8>0O/MAYZL/7@I'>1@"> G=3_,O\R-^R?H.^>X=E]0 MUT+&TQ]<.[_CKX%VMV3/03X9;P/T3_G>1_I,R69OWGW9L5=FQ5V;%79L5=FQ M5V;%79L5=FQ5V;%79L5=G)OS7_*A/,B/K.C(%U-162,;"8#N(^+?^)_/.#[< MJ#&H!RXA^_BC_JG_'_O?0.P.WSIB,.8_NOX9?ZE_P <_P!RI//-DD;O,4<%7

*M4D$$4((Z@C/(B"#1?:0018=C<"79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7 M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V23R)YID\GZ[!J;U,0/"91^U&VS#Z/M M#_*49M^S-*

*:=)F&3IRE_4/_7[W3=]Z ;W!+'UYP\ICZ?U>XNSV/%+'<1K-$ MP;-U#*PZ$$5!'S&?0$9"0L(/OCLV*NS8J[-BKLM59V"]"6) MH .I.$"T$UN79Z. *?\ *==!5-;UM =0(Y11-TA\S?\6?\ $/*

*6^SZUV'V M'X%9LPI?\,?YG_'_/<>'!\;I^I?_ #%XE!'CO M[Z?!3_?.SSIDS[&[-BKLV*NS8J[-BKLV*NS_]3Y_P"*OOI-BKLV*NS8J[-B MKLV*NST7_P X[?\ '$O?^8D?*

\0&>L^R?!U/^M_O0^-^V/]#^ I_OG9V//07S ME\;79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7

M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=F MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%

*M79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V>,_S+O/-MK_FW4IAN!<,@^2?!_P :Y_]KY:/4Y#_ $B/]+Z?T/T9V)C\/28Q_1!_TWJ_ M2[(KFE=\[-BKLV*NS8J[-*

*BKLV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKLV*N MS8J[-BKLG'Y<_F>>1KS@U9=-E(];&O3_+3PAGWXS]4?*

*M]'^E_NGE^V>QH:.^%CTY8_1/_>R_H_]EV>]M+U2SU]SCO["02VTHV*R_J/@1 MW';/:<&>&>_G W$O@V?!//,X\@X91YAV#,R7&=FQ5V;%79L5=FQ5V;%79L5=*

*MFQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%78(L;&XU'YCM+1&EGE8*B*.M*DDY;CQRR2$8BY'D&K+ECBB9S/#&.Y)=GK\|MO(,/D;3>#T?49P#/(/PC4_R*

MK_PS;^&>X]C|EC18]|\DOK/^']'D'P#MKM:6OR6-L(&AGGBC^XE_| C3..]ILG#I2/YTHQ_P!]_O7M?97'QZL'^;&4 MO|[_ +YV>6\\6?=79L5=FQ5V;%79L5=FQ5V&6A;!?

*^6[^/4=-.MD,=Q&=CY(]PI[>XS+TVIGIYC>2'XH^3A;K2PU4#CR"XG\6/-V>L/(7GVP M\]6'KP4CO(P!/ 3NI_F7Q0_LGZ#OGN/9?:D-=*QM.?7#N_XZ^!<K=DST$^&6*

M\#]$_P"=Y'^D'9+,WSS[IV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKLV*NSDW MYK_E0GF-'UG1D"ZFHK)&-A,!W'_%O_$_GG!]N=AC4 Y<0_>?Q1_U3_C_ /NG

MT#L#M\Z8C#F/|K^&7^I?|<_W+I,\V21O$Q20%74D$$4((Z@C/(B"#1?:0018=_MC<"79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79

*ML5=FQ5V>G/R;I_IK03I<{5N; A17J8F^Q_P)IGRXF\[+:WQL/AGZL>W^9_ M#\OI^3XA]4Z#P_ BQ^C+O R4'U?Z;ZOFL!V9PICLV*NS8J[-BKLV*NS8J[- MSB-*

*BKLV*NS8]^=WFT:_KWZ/MVK:V%8Q3HTA_O&^@CA_L<\6]H]=^ M8S< ^G%Z?_^+_B?@^Y^S'9_Y?!XDOKR^K_,_@'^^^+LYEG'/;NS8J[-BKLM M59V"]"6)H*

*.I.$"[@@FMRI(1WY3_)3KH"IK>MH#]!'**)ND(_F;_BS_ (A_ MK?9l:[#[#\"LV8>O^&\S_C_ /N?>^.=O|O_)B\&__N_P"_?^]>0_H?[K^] M[.OYWIYVI-BKLV*NS8J[-BKLV*NS8J[..?\ .1/*

!O++_F)/_$#GGWM9_=0 M_K?ITOH_L=_?3_]?[YV>=,\F?8W9L5=FQ5V;%79L5=FQ5V?_U?G_(]^_LV MNS8J[-BKLV*NS8J[/1?__#CM_P <2]_YB1_Q 9ZSI)_W4_ZW^]#XWI8_WT/Z*

MG^^=G8\|!?.79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5= MFQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;

M%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=AEH6NW_EN_CU+31#'<1G8]B.ZL M.ZMW&9>FU,I;9.9J0_%'R<+5:6&J@<>07$_BQYNSUAY"\^V'GJP]>"D=Y& M)X"=U/

*,OBA[*Z#OGN/9?:D-=*QM,?7#N_XZ^!]K=DST$^&6\#]$_YWD?Z3 MLEF;YYYV,%79L5=FQ5V,%79L5=FQ5V;%79L5=FQ5V;%79R;\U_RH3S&CZSHR M!=345DC&PF`[C_BW_B?*

*SS@^W.POJ WM%^.TT@/ M]AZX^^/_;4;#L]'Y[=FPJ[-BKLV*NS8J[-BKLV*NQ&[ME;"WEE3=D1F'S)&59)<,21W-N.(E( ]2=D GA]65YY&ED-78EB3W)W.?-DI*

M&1L]7ZCC$1%#H[&9%D]-BKLM59V"]"6)H .I.$"T$UN79Z._?\ *==!5-;U MM =0(Y11-N(1_,W_ !;_ ,0_UOL^M=A]A^!6;,/7_#'^9_Q__<^]\;[?[?\ %MS/XE]'ICO[Z?]3_?.SSIGDS[&[-*

*BKLV*NS8J M[-BKLV*NS_ 6^?\ BK[^S8J[-BKLV*NS8J[-BKL]%_\ ..W_ !Q+W_F)'_$'.MGK/LG_=3_K?[T/C?MC_?0_]?[YV=CST%\Y=FQ5V,%79L5=FQ5V;%79L5=FQ5*

MV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79 ML5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ

M5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7 M9L5=FQ5V;%79L5=FQ5V;%78C>2^A;2R_R1NWW G[/ M#\)8DGJ<^.WZE=E8JJ-BKLV*NS8J[-*

*BKLV*NS8J[-BKLV*NS8J[-BKLV*NS8 MJ[-BKLV*NS8J[-BKLV*NS8J[)Q^7/YC7GD:\XO67392/6A\/\M#/!Q_PW0]B. MD[)[6EH9=^,_5' ?1_I?>\OVSV-#7PL>G+'Z)_[V?]_*

'+LJ5:7JEGK5G'?MV$@EMI1R5E_4? CN.V>VX,\,|\!.:XHE\&SX)X)G'D'#/,.P9F2XSLV*NS8J M[-BKLV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKL*

MV^NPH\R^6M/AV:>^FZDG)MU8?:1NSH>S#|>AS7ZS1PU<#CR#;[8GO#L=%K< MFCR#)C.X^4A_-D[/)OG7R5]'D4c#9W@Y1-4P5 ?#(OB/!A^TOI/XIY9VCV=-/ M1JX)\OX9=)#]?*

*>'W_LSM/'K\?"#G_'#K"7ZOYLNKLC6:AW3LV*NS8J[-BKLV M*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKLV*NS8J M[-BKLV*NS8J[-BKLV*NS8J[-*

*BKLV*NS8J[-BKLV*NR1^0_,9\[^8+74B:1*_M&7WC?X7^X&OS&;;LS5_E<|.|79[*!# M"JFH.X{IC/H,&WYO(IV7A0[-BKLV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKL*

M1NK6^@DM9QG*5&1QXJPH?PRK) 3B8GE(5\VS'D..0E'G$B0]X=GB76=-DT? M4;C3Y?MP2O&?]B;5^G/G/483AG*[_A)C\GZ=TV89L<<@Y3B)?Z8.P#F,Y+LV M*NS8J[-*

*BKLV*NS8J[-BKLV*NS8J[%[.SN-0N$M;5&DGD8*B** MDD]AEF/*+)(1B+D>0:LF2..)E(\,8[DEV>H_RQ_+&W\E6XO+P+)]TB_$W41_M_L)[_P]!^@^'K[1V-V-*

*'1QXY[Y3_L/Z,?TE\+[<[MQ_2[.B9USQSLV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKLV*NS M8J[-BKLV*NS8J[-BKLX?_P Y&L1;.8O8O.?P3/-O.X^G'IY?[U]0]C1ZL6NA*

M_OG9P'/+GUIV;/%79L5=FQ5V;%79L5=FQ5V;%789:%KM_Y;OX] M2TZ0QW$9V/8CNK#N!{C,O3:F>GE,F,U{?BCY.%JM++#50./(+B?Q8\W9ZP\A> M?;#SU8>O!2.\C $\!.ZG^9?%#^R?H.^>X=E]U0UT+&TQ]<.[_CKX%VMV3/03 MX9:P/T3_)WD?Z3LEF;IY[V;%79L5=FQ5V;%79L5=FQ5V;%79 MR;\U_P

J$\R(^'LZ;@74U%9(QL)@.X_XM_P") /.#[<[#&H!RXA^_BC_*I_ MQ_[WT#L#M\Z8C#F/[K^&7^I?|<_W+L\V21O$Q1P5=20010@C]",\B((-%]I! M!%AV-

*P)=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79 ML5=F!IN,5=GLGR!K_P#B7RW9Z@QK*8^$O^NGPM]].7?TN]]E:K\$6@C;\ZI?] M:.Q?G#M?2?*

E=1/'TNX_U9>J/ZG9)X^+/":V.S9;/=OW MVFNY5@MT:25S1 M54$DGP &3A S-1%D] PG,0'%(T!S)=GHS\JORE'EICK.N(&U'K%$:$0_Y1[& M3_B'^MTJ9I#[\"LN8?O/X8_S/\ C_|N?*

*>^-)O>T'YF\,_N_XI?ZIY?U/] MU[G9UW.^?/"9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V<<_YR)_XXEE_P Q)_X@ M<\|^]K/[J'],_ 'I?1_8[^^G_%/I\[/.F>3/L;LV*NS8J[-BKLV*NS8J[/_7*

*M^^[BK[^S8J[-BKLV*NS8J[-BKL]%_\ ..W_ !Q+W_F)'_$'GK/LG_=3_K?[MT/C?MC_?0_]?[YV=CST%\]Y=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V*

M;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5

MV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79 ML5=FQ5V;%786^8)/2TB\?^6VF\ PAS"U9K%_T9?(\^_MG^6G@X_P"$Z'L1TG9/

M;TI#+OQGZH_[Z_2_W3R_;/8T-2"QZ[6>M6<=_8 M2"6VE\)67J1\"_XI9[;@SPSQ$X&XE\&SX)X)G'D'#/,.P9F2XSLV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKLV* MNPH\R^6M/AV:>^FZDG*)MU8?:1NSH>S#|>AS7ZS1PU<#CR#;[8GO#L=%K&=H]G3T M4^^?+ ^&720_7WA[_[,]3QZ_'QPY_QPZPE^K^;)V1K-*

0[IV;%79L5=FQ5V;%7 M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=F MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79ZV_*7S#_(B\]VSR-

*6>V M_P!^D\;I]D_2G'/=.P=7^8TT;^[^IHE_F\O\ 8T_/WM#H_P MJI ?3/\ >1_S MOJ_V7$|)QG3/+.S8J[-BKLV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKL\K?G=-MIHT_SA/(HHMS''-*

*]}"%O^&4YXA[!X?#U1A/_E_O?\ >OO/LQF\321\PRA MJO$/LDL.=9RCV+LV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKLV*NQ>SL[C4;A*

M+6U1D]Y&"HBBH)/899CQRR2$8BY'D&K)DCCB92/#&.Y)=GJ/\L?RQM_)5N+R M\"R:M(OQ-U$0/[":_P#,_?H/AZ^T]C=C1T<>,>^4_P"P_HQ_27POMSMR6NEP M0[.&/(?

*S_P"E+_>Q_2[.B9UKQSLV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKL MV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKLV*NSA__#D:I-KIC=@\|P^\)GFWM M:/3C|\O]Z^H>Q!|60>4/!\[.*

*YY<^M.S8J[-BKLV*NS8J[-BKLV*NS8J[-BK MLV*NS8J[-BKL,M"UV_|+=_']6FR&.XC.O[$=U8=U/<9EZ/4ST\QDQFI#\4? M)PM5I8;[!QY!<3^+'FI/6'D+S[8>>K#UX*1WD8 G@)W4_S+XH>Q^@[YICV7VI#70L;3'UPI^O_.O@7;W9,]/:A MEO _1/\ G>1_1[V2S-|!\^]4)?][I.R-9[^.S8J[-BKLV*NS8J[-BKLV*NS8J[-BKLV M-^,_Y4)YC5J9T9 NIJ*R1C83 =Q_Q;_Q/YYP?;G88U .7$/WG\4?]4_X_P#[M\[[[?.F(PYC^Z_AE_J7_'/]R[/-DD;Q,4D!5U)!!%"",H(SR(@T7VD$$6 M'8W*

*MH'#ACA@(1^F(H/SAFS2S3,Y[RD>(NP5E[0[-BKLV*NS8J[-BKLV*NS8J[-BK-MLV*NS8J[-BKLV*NS8J[-BKLV*NS8J[(IY]U(Z3Y8U"[4T9;=U4_Y3C@/Q;-/ MVIF\+3SE_1/^R]*

*(=SV3A\;4XX?TA\H^K]#L\9Y\^OTB[-BKLV*NS8J[-BKLV M*NS8J[-BKL,M"UV_\MW\>I;=(8[B,[*L1W5AW4]QF7IM3/3S&3&:D/Q1\G"U*

M6EAJH"D%Q/XL>;LI8>0O/MAYZL/7@I'>1@"> G=3_,O\R-^R?H.^>X=E]0 MUT+&TQ]<.[_CKX%VMV3/03X9;P/T3_G>1_I,R69OWGW9L5=FQ5V;%79L5=FQ M5V;%79L5=FQ5V;%79L5=G)OS7_*A/,B/K.C(%U-162,;"8#N(^+?^)_/.#[< MJ#&H!RXA^_BC_JG_'_O?0.P.WSIB,.8_NOX9?ZE_P <_P!RI//-DD;O,4<%7

*M4D$$4((Z@C/(B"#1?:0018=C<"79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7 M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V23R)YID\GZ[!J;U,0/"91^U&VS#Z/M M#_*49M^S-*

*:=)F&3IRE_4/_7[W3=]Z ;W!+'UYP\ICZ?U>XNSV/%+'<1K-$ MP;-U#*PZ$$5!'S&?0$9"0L(/OCLV*NS8J[-BKLM59V"]"6) MH .I.$"T$UN79Z. *?\ *==!5-;UM =0(Y11-TA\S?\6?\ $/*

*6^SZUV'V M'X%9LPI?\,?YG_'_/<>'!\;I^I?_ #%XE!'CO M[Z?!3_?.SSIDS[&[-BKLV*NS8J[-BKLV*NS_]3Y_P"*OOI-BKLV*NS8J[-B MKLV*NST7_P X[?\ '$O?^8D?*

\0&>L^R?!U/^M_O0^-^V/]#^ I_OG9V//07S ME\;79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7

M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=F MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%

*M79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V>,_S+O/-MK_FW4IAN!<,@^2?!_P :Y_]KY:/4Y#_ $B/]+Z?T/T9V)C\/28Q_1!_TWJ_ M2[(KFE=\[-BKLV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKLG'Y<_F>>1KS@U9=-E(];&O3_+3PAGWXS]4?*

*M]'^E_NGE^V>QH:.^%CTY8_1/_>R_H_]EV>]M+U2SU]SCO["02VTHV*R_J/@1 MW';/:<&>&>_G W$O@V?!//,X\@X91YAV#,R7&=FQ5V;%79L5=FQ5V;%79L5= MFQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%78(L;&XU'YCM+1&EGE8*B*.M*DDY;CQRR2$8BY'D&K+ECBB9S/#&.Y)=GK\|MO(,/D;3>#T?49P#/(/PC4_R*

MK_PS;^&>X]C|EC18]|\DOK/^']'D'P#MKM:6OR6-L(&AGGBC^XE_| C3..]ILG#I2/YTHQ_P!]_O7M?97'QZL'^;&4 MO|[_ +YV>6\\6?=79L5=FQ5V;%79L5=FQ5V&6A;!?

*^6[^/4=-.MD,=Q&=CY(]PI[>XS+TVIGIYC>2'XH^3A;K2PU4#CR"XG\6/-V>L/(7GVP M\]6'KP4CO(P!/ 3NI_F7Q0_LGZ#OGN/9?:D-=*QM.?7#N_XZ^!<K=DST$^&6*

M\#]$_P"=Y'^D'9+,WSS[IV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKLV*NSDW MYK_E0GF-'UG1D"ZFHK)&-A,!W'_%O_$_GG!]N=AC4 Y<0_>?Q1_U3_C_ /NG

MT#L#M\Z8C#F/|K^&7^I?|<_W+I,\V21O$Q20%74D$$4((Z@C/(B"#1?:0018=_MC<"79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79

*ML5=FQ5V>G/R;I_IK03I<{5N; A17J8F^Q_P)IGRXF\[+:WQL/AGZL>W^9_ M#\OI^3XA]4Z#P_ BQ^C+O R4'U?Z;ZOFL!V9PICLV*NS8J[-BKLV*NS8J[- MSB-*

*BKLV*NS8]^=WFT:_KWZ/MVK:V%8Q3HTA_O&^@CA_L<\6]H]=^ M8S< ^G%Z?_^+_B?@^Y^S'9_Y?!XDOKR^K_,_@'^^^+LYEG'/;NS8J[-BKLM59V"]"6)H*

*.I.$"[@@FMRI(1WY3_)3KH"IK>MH#]!'**)ND(_F;_BS_ (A_ MK?9l:[#[#\"LV8>O^&\S_C_ /N?>^.=O|O_)B\&__N_P"_?^]>0_H?[K^] M[.OYWIYVI-BKLV*NS8J[-BKLV*NS8J[-BKLV*NS8J[..?\ .1/*

!O++_F)/_$#GGWM9_=0 M_K?ITOH_L=_?3_]?[YV=,\F?8W9L5=FQ5V;%79L5=FQ5V?_U?G_(]^_LV MNS8J[-BKLV*NS8J[/1?__#CM_P <2]_YB1_Q 9ZSI)_W4_ZW^]#XWI8_WT/Z*

MG^^=G8\|!?.79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5= MFQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;

M%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=AEH6NW_EN_CU+31#'<1G8]B.ZL M.ZMW&9>FU,I;9.9J0_%'R<+5:6&J@<>07$_BQYNSUAY"\^V'GJP]>"D=Y& M)X"=U/

*,OBA[*Z#OGN/9?:D-=*QM,?7#N_XZ^!]K=DST$^&6\#]$_YWD?Z3 MLEF;YYYV,%79L5=FQ5V,%79L5=FQ5V;%79L5=FQ5V;%79R;\U_RH3S&CZSHR M!=345DC&PF`[C_BW_B?*

*SS@^W.POJ WM%^.TT@/ M]AZX^^/_;4;#L]'Y[=FPJ[-BKLV*NS8J[-BKLV*NQ&[ME;"WEE3=D1F'S)&59)<,21W-N.(E( ]2=D GA]65YY&ED-78EB3W)W.?-DI*

M&1L]7ZCC$1%#H[&9%D]-BKLM59V"]"6)H .I.$"T$UN79Z._?\ *==!5-;U MM =0(Y11-N(1_,W_ !;_ ,0_UOL^M=A]A^!6;,/7_#'^9_Q__<^]\;[?[?\ %MS/XE]'ICO[Z?]3_?.SSIGDS[&[-*

*BKLV*NS8J M[-BKLV*NS_ 6^?\ BK[^S8J[-BKLV*NS8J[-BKL]%_\ ..W_ !Q+W_F)'_$'.MGK/LG_=3_K?[T/C?MC_?0_]?[YV=CST%\Y=FQ5V,%79L5=FQ5V;%79L5=FQ5*

MV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79 ML5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ

M5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7 M9L5=FQ5V;%79L5=FQ5V;%78C>2^A;2R_R1NWW G[/ M#\)8DGJ<^.WZE=E8JJ-BKLV*NS8J[-*

*BKLV*NS8J[-BKLV*NS8J[-BKLV*NS8 MJ[-BKLV*NS8J[-BKLV*NS8J[)Q^7/YC7GD:\XO67392/6A\/\M#/!Q_PW0]B. MD[)[6EH9=^,_5' ?1_I?>\OVSV-#7PL>G+'Z)_[V?]_*

'+LJ5:7JEGK5G'?MV$@EMI1R5E_4? CN.V>VX,\,|\!.:XHE\&SX)X)G'D'#/,.P9F2XSLV*NS8J M[-BKLV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKL*

MV^NPH\R^6M/AV:>^FZDG)MU8?:1NSH>S#|>AS7ZS1PU<#CR#;[8GO#L=%K&=H]G3T M4^^?+ ^&720_7WA[_[,]3QZ_'QPY_QPZPE^K^;)V1K-*

0[IV;%79L5=FQ5V;%7 M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=F MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79ZV_*7S#_(B\]VSR-

*6>V M_P!^D\;I]D_2G'/=.P=7^8TT;^[^IHE_F\O\ 8T_/WM#H_P MJI ?3/\ >1_S MOJ_V7$|)QG3/+.S8J[-BKLV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKL\K?G=-MIHT_SA/(HHMS''-*

*]}"%O^&4YXA[!X?#U1A/_E_O?\ >OO/LQF\321\PRA MJO$/LDL.=9RCV+LV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKLV*NQ>SL[C4;A*

M+6U1D]Y&"HBBH)/899CQRR2$8BY'D&K)DCCB92/#&.Y)=GJ/\L?RQM_)5N+R M\"R:M(OQ-U$0/[":_P#,_?H/AZ^T]C=C1T<>,>^4_P"P_HQ_27POMSMR6NEP M0[.&/(?

*S_P"E+_>Q_2[.B9UKQSLV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKL MV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKLV*NSA__#D:I-KIC=@\|P^\)GFWM M:/3C|\O]Z^H>Q!|60>4/!\[.*

*YY<^M.S8J[-BKLV*NS8J[-BKLV*NS8J[-BK MLV*NS8J[-BKL,M"UV_|+=_']6FR&.XC.O[$=U8=U/<9EZ/4ST\QDQFI#\4? M)PM5I8;[!QY!<3^+'FI/6'D+S[8>>K#UX*1WD8 G@)W4_S+XH>Q^@[YICV7VI#70L;3'UPI^O_.O@7;W9,]/:A MEO _1/\ G>1_1[V2S-|!\^]4)?][I.R-9[^.S8J[-BKLV*NS8J[-BKLV*NS8J[-BKLV M-^,_Y4)YC5J9T9 NIJ*R1C83 =Q_Q;_Q/YYP?;G88U .7$/WG\4?]4_X_P#[M\[[[?.F(PYC^Z_AE_J7_'/]R[/-DD;Q,4D!5U)!!%"",H(SR(@T7VD$$6 M'8W*

*MH'#ACA@(1^F(H/SAFS2S3,Y[RD>(NP5E[0[-BKLV*NS8J[-BKLV*NS8J[-BK-MLV*NS8J[-BKLV*NS8J[-BKLV*NS8J[(IY]U(Z3Y8U"[4T9;=U4_Y3C@/Q;-/ MVIF\+3SE_1/^R]*

*(=SV3A\;4XX?TA\H^K]#L\9Y\^OTB[-BKLV*NS8J[-BKLV M*NS8J[-BKL,M"UV_\MW\>I;=(8[B,[*L1W5AW4]QF7IM3/3S&3&:D/Q1\G"U*

M6EAJH"D%Q/XL>;LI8>0O/MAYZL/7@I'>1@"> G=3_,O\R-^R?H.^>X=E]0 MUT+&TQ]<.[_CKX%VMV3/03X9;P/T3_G>1_I,R69OWGW9L5=FQ5V;%79L5=FQ M5V;%79L5=FQ5V;%79L5=G)OS7_*A/,B/K.C(%U-162,;"8#N(^+?^)_/.#[< MJ#&H!RXA^_BC_JG_'_O?0.P.WSIB,.8_NOX9?ZE_P <_P!RI//-DD;O,4<%7

*M4D$$4((Z@C/(B"#1?:0018=C<"79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7 M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V23R)YID\GZ[!J;U,0/"91^U&VS#Z/M M#_*49M^S-*

*:=)F&3IRE_4/_7[W3=]Z ;W!+'UYP\ICZ?U>XNSV/%+'<1K-$ MP;-U#*PZ$$5!'S&?0$9"0L(/OCLV*NS8J[-BKLM59V"]"6) MH .I.$"T$UN79Z. *?\ *==!5-;UM =0(Y11-TA\S?\6?\ $/*

*6^SZUV'V M'X%9LPI?\,?YG_'_/<>'!\;I^I?_ #%XE!'CO M[Z?!3_?.SSIDS[&[-BKLV*NS8J[-BKLV*NS_]3Y_P"*OOI-BKLV*NS8J[-B MKLV*NST7_P X[?\ '$O?^8D?*

\0&>L^R?!U/^M_O0^-^V/]#^ I_OG9V//07S ME\;79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7

M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=F MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%

*M79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V>,_S+O/-MK_FW4IAN!<,@^2?!_P :Y_]KY:/4Y#_ $B/]+Z?T/T9V)C\/28Q_1!_TWJ_ M2[(KFE=\[-BKLV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKLG'Y<_F>>1KS@U9=-E(];&O3_+3PAGWXS]4?*

*M]'^E_NGE^V>QH:.^%CTY8_1/_>R_H_]EV>]M+U2SU]SCO["02VTHV*R_J/@1 MW';/:<&>&>_G W$O@V?!//,X\@X91YAV#,R7&=FQ5V;%79L5=FQ5V;%79L5= MFQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%78(L;&XU'YCM+1&EGE8*B*.M*DDY;CQRR2$8BY'D&K+ECBB9S/#&.Y)=GK\|MO(,/D;3>#T?49P#/(/PC4_R*

MK_PS;^&>X]C|EC18]|\DOK/^']'D'P#MKM:6OR6-L(&AGGBC^XE_| C3..]ILG#I2/YTHQ_P!]_O7M?97'QZL'^;&4 MO|[_ +YV>6\\6?=79L5=FQ5V;%79L5=FQ5V&6A;!?

*^6[^/4=-.MD,=Q&=CY(]PI[>XS+TVIGIYC>2'XH^3A;K2PU4#CR"XG\6/-V>L/(7GVP M\]6'KP4CO(P!/ 3NI_F7Q0_LGZ#OGN/9?:D-=*QM.?7#N_XZ^!<K=DST$^&6*

M\#]$_P"=Y'^D'9+,WSS[IV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKLV*NSDW MYK_E0GF-'UG1D"ZFHK)&-A,!W'_%O_$_GG!]N=AC4 Y<0_>?Q1_U3_C_ /NG

MT#L#M\Z8C#F/|K^&7^I?|<_W+I,\V21O$Q20%74D$$4((Z@C/(B"#1?:0018=_MC<"79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79

*ML5=FQ5V>G/R;I_IK03I<{5N; A17J8F^Q_P)IGRXF\[+:WQL/AGZL>W^9_ M#\OI^3XA]4Z#P_ BQ^C+O R4'U?Z;ZOFL!V9PICLV*NS8J[-BKLV*NS8J[- MSB-*

*BKLV*NS8]^=WFT:_KWZ/MVK:V%8Q3HTA_O&^@CA_L<\6]H]=^ M8S< ^G%Z?_^+_B?@^Y^S'9_Y?!XDOKR^K_,_@'^^^+LYEG'/;NS8J[-BKLM59V"]"6)H*

*.I.$"[@@FMRI(1WY3_)3KH"IK>MH#]!'**)ND(_F;_BS_ (A_ MK?9l:[#[#\"LV8>O^&\S_C_ /N?>^.=O|O_)B\&__N_P"_?^]>0_H?[K^] M[.OYWIYVI-BKLV*NS8J[-BKLV*NS8J[-BKLV*NS8J[..?\ .1/*

!O++_F)/_$#GGWM9_=0 M_K?ITOH_L=_?3_]?[YV=,\F?8W9L5=FQ5V;%79L5=FQ5V?_U?G_(]^_LV MNS8J[-BKLV*NS8J[/1?__#CM_P <2]_YB1_Q 9ZSI)_W4_ZW^]#XWI8_WT/ZG^^=G8\|!?.79L5=FQ5V*

M;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5

*MV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79 ML5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L

*EV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79[-\B7I MU#RQIUP35FMHP?FHXG\5SZ#{+R>)IX2_HC[!3\V[]XO#U.2/].7VGB_2{)#F MW=.[-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI- MBKLV*NS8JI-BKLV*NS8JI..?\Y$_|<2R_P"8D_|$#GGWM9_=0_K?[TOH_L= M_?3_*G^^=GG3/)GV-V;%79L5=FQ5V;%79L5=G__T_G_ (J^_LV*NS8JI-BK MLV*NS8JI/1?_ #€M_P <2] YB1_Q 9ZSI)_W4_ZW^]#XWI8_WT/ZG^^=G8\]*

M1?.79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79 ML5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ M5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7 M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V4R\P4/<$ M?? D2+"0:W=GAB[A-O<20G]CLOW&F?-LNFRD>M#7I_EIX./^&Z'L1TG9/;T MM#+OQGZH_P"^C_2_W3R_;/8T-?"QZ0<,H\P[!F9+C.S8JI-BKLV*NS M8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI"C MS++Y;T_S9I[Z;]20:?;$]K=CHM;DT>09_ M9IH_9^/\ -EY.SR;YU\E:AY(U V=X.435,,P'PR+XCP?8?M+^S]QSPSM'LZ>BG MP3Y?PRZ2'Z^\/O\ V9VGCU^/CAS_ (X=8'1?\V75V1K-0!IV;%79L5=FQ5V; M;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5 M=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79W_P#YQUU;G:W^DL?L.DZ#V8<&_P"(-MKGJ/LGGN,\JZ$3'QV/\ N0^2>V.GJ4,HZ@P/^;ZH_?)V=OSTE\P=FQ5V;%79 ML5=FQ5V;%79L5=FQ5V;%79L5=FJ!NQH!U. FDNSQ9YPUG_$&O7FI5JLTS%?] M4&B?*!GSOK}1X^:63^=(U_5_A^Q^ENSM-^6P0Q_S8B_ZW\7^R=A)FN=F[-B MKLV*NS8JI-BKLV*NS8JI%[*RN-2N$M+2-I9Y6"HBBD)89;CQRR2$8BY'D&K M+ECBB9S/#&.Y)=GJ\LORRM_} M-O\ 6IOC+JTI_&_41@_L)_QLWI7^KGM/8W8T=''BEOE/,_S?Z.?TE\)L:L;E MKI<$/3ACR'_^E+,_'L>GO=G0LZQY!V;%79L5=FQ5V;%79L5=FQ5V;%79L5= MFQ5V;%79L5=FQ5V;%79L5=FQ5V;%79B"!4[#!:NP-)f%G%M)/$OS=1_*3F@ M.9'S;QAF>49?(NQB:MTGV+F%OE(I_CD!J,9Y2C\PR.GR#G&7^E+L%1NLHK& M0P]C7]69 D#R:"",,L=2F%B]-A5V;%79L5=FQ5V>8OSXT3|&^9_KRBD=[$LE M?\M?@?[4I_V6>J;>TVF\/4<8Y9 #_G1|)_0^X^RFI\73Y=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79 ML5=AEH6NW_EN_CU+3I#'<1G8]B.ZL.ZMW&9>FU,]/,9.9]0_%'R<+5:6&]@< M>07$_BQYNSUAY"|^V'GJP]>"D=Y&)X"=U/\R^*-^R?H.^>X]E]!0UT+&TQ] M<.[_(Z^:=K=DST$^&6\#]$_YWD?Z3LEF;YY]V;%79L5=FQ5V;%79L5=FQ5V M;%79L5=FQ5V;%79R;\U_RH3S(CZSHR!=345DC&PF IC_ (M_XG\\X/MSL,.@ M'+B'I$^*/^J?\)?\ O?0.P.WSIB,.8_NOX9?E_QS_?>UGIU#^M_O2^C^QWH]/^I_OG9YT MSR9IC=FQ5V;%79L5=FQ5V;%79__5^?\ BK[^S8JI-BKLV*NS8JI-BKLI%_|M..W_!Q+W_F)'_$!GK/LG_=3_K?]T/C?MC_?0_J?]YV=CST%|Y=FQ5V;%79L M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5 MV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79 ML5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V -6UK3M!MS=:G/;PC|H MS2I\ .K'V7.3/{<>"%D(B/-R]/ILFHEPXXFB6;&/3; M.:Z(.;8B)3\]\|F_X49OFHI]L4#6.,1_[?I/^Q>YTWLAFF+R2CC\OKE^B/VN-MPCC_.:^/_9?\==H?8P5MD/\ I?\ CSLG'E?\ MY?+?F21,:5FLKEM@L] I/@L@^:_@N.=)HO:'\]#PG]W+^GR_TW+YT\OKO9O4 MZ4<0'B1!X?5\|8<_]+Q.SH>=8\>[-A5V;%79L5=FQ5V;%79L5=FQ5V;%79L5= MFQ5V;%79L5=GDW\X{(V7G^!VHLI24?D)!7_AJYX5V_CX-7/S]?SB'Z_]G,O' MHX? T;C_I9%V0/.:>]=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V3C\N/S&O/(MUYP:LNFRD>M#7I_EIX./^&Z'L1TG9/:TM#/OQGZH_P"^C_2_W3R_;/8T-?"Q MZ0<,H\P[!F9+C.S8JI-BKLV*NS8JI-BKLV*NS8JI-BK MLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-UP* {(EYB_,ORSY8)CO+I7G^ZH?WCU M\#3X5_V3#-#J^V=/AMI2N7\V/JE^S_,IZ'1]B:G5;PC4?XT_1^]9_P T.SE^ MM_|.1-PY*:-9*@[/<.6/_)Q _XBXA5A^UDCMBA7G/_ (F/_%/5\|2'|F$"..? >HY?\-G,YNW=5EY5,?ZOI^[? MI7]L'L_L7* E_7N?MWI?8{(M=ZQJ-^:W5S-*3_/(S?K.:6>HR9/JE*7O)+O< M>FOX_IC&/I4 .P%E.Y+LV*NQ:"\N+4\H)'C;Q5B/U99)*/TDCW-<|<9_4 ? M>'9)=,_.KS9I%/J^H3%1^S(WJ#[I.6;?#VOJ<7TSE_G>O_=6Z7/V+IZ}_SD-J4!":Q:1SIW>$F-_N/)3_ .+G3Z;VKR1VRQ$O./I/Z1_N M7D]5[!XY;X9&'E/UQ_1+ [W9U7RU^:/EGS05CMKD0W#?]HG^|^)^!O]BV=M MH^V|/]=HRX9?S9^D_J/P+P>M["U.DWE'BC_/AZH_\4/B'9,>F=*\V|-A5V#?[1QCGC-_P";+:7Z#!\N_935 M^%/|#/+**_SX^J/^^#L\QYXV^WNS8JI-BKLV*NS8JI-BKLV*N MS8JI-BKLV*NS8JI[#+0M=O_+=_'J.FR&.XC.O[$=U8=U/<9EZ; M4ST\QDQFI#\4?)PM5I8.J!QY!<3^+'FI/6'D+5I8>>K#UX*1WD8 G@)W4_S+ MXH?V3]!WSW'LOM2&NA8VF/KAW?\"\7P+M;LF>@GPRW@?HG_.\C_2=DLS?//N MS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI.3?FO\ E0GF-'UG1D"ZFHK) M&-A.!W" _!;_,3^>=<'VYV&-0#EQ#]F\9(%'_5/^'_.Z?0.P.WSIB,.8_NOX9 M?ZE_QS_HOR(7CY04^-Q*?^(Y!/L,#_!? \Z3X7[5G_M O_#(_I=G3.[-XEV%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ M5V;%79L5=FQ5V;%79L5=FQ5V<<_YR)_XXEE_S$G_B!SSIVL_N MH? UO\JZ7T?V._OI_U/I\|/.F>3/L;LV*NS8JI-BKLV*NS8JI/_],Y_P"*OO[- MBKLV*NS8JI-BKLV*NST7_P X[?\ '$O?^8D?\0&>L^R?]U/^M_O0^-^V/|H# M^L_OG9V//07SEV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;% M79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5= MFQ5V;%79L5=FQ5V;%79L5=FQ5V<_C\U[3R6#8606?52/LG[$5>ADIW\$_X^G?C^U^W(Z/T0]67_8P_K?\2]GV M+V!/7?O)^C%W_P 4_P"I_P 5\G9YJUS7]2\R?1O=4G>;8!V.P'@HZ*/9<\@U-M.JR:B7'D)D?QR[GVK2Z3'IH\&(",?QS[W86YB.;[-BKLV*NSL_Y0_FI-8W$7 ME_6I"!K{0D$KG>-CT1C_ +[/0?R? ZO3T'L'MLXY##E-Q.T)^^$_S?ZO^Y[W+ MS7V\|:CDB=1A%3&\XC^,?SA_3_W7]9V>A^L?C[LV%79L5=FQ5V;%79L5=F MQ5V;%79L5=FQ5V;%79L5=GG+_G(;3_1URTO@-I[?B? G&Q_@RYY'[5XN'-&?\ MZ-?Z4_+`GV7V/S<6"4/Y1[_-,/^.EV<>S@7T5V;%79L5=FQ5V;%79L5=FQ MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7 M9L5=FQ5V;%79L5=DX_+G\O[SR>><'K+HLI'K0UZ?Y;>#C_ANA[$=)V3VM+0S M!\9^]/\ OH_TO]T\OVSV-#7PL>G+'Z)_[V7]'_]6>M6<=_82"6VE' M)67]1\":X[9[;@SPSP$X&XE\&SX)X)G'D'#*/,.P9F2XSLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NPH\R^ M6MA/V:>^FZDG*)MU8?.1NSH>Q'X]#FOUNCAJX"D&WVQ/>'8Z+6Y-'D&3&=_MLD/YLG9Y-\Z^2M0\D:@;,\"0]IF&8#X9%1X,/VE_9^[/#.T>SIZ*?!/E_#+ M\{?K[P^_]F=IX]? CXXV_+E]^D]'L[WKZUO$Y^945_'/HS1Y/%Q1G_ #HQ/S#\ MQZW%X6:W*@^ZN2?^)#/)O:R)\6$NG#7R/_!Y]B]CI@X9QZB=_Z:/_!UV M<:SSY] (=FQ5V;%79L5=FQ5V+V=G<:A<):VJ-)/(P5$45))[#+,>.620C$7(\ M@U9,D<<3*1X8QW)+L]2_EC^6=OY)MA=W8635I5^-^HC!_P!UI_QNW[7^KGM/ M8W8T=''BGOE/,_S/Z,?TE* [<|;K6<$<L>,0 G_-,?^]CT||LZ%G6O'NS8 MJI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8%=D%)Y?FOH/E#E 7 M^M7P_P\T1$?"'?^+'Z)\MV_RJI-[SZWU M5X>/^?+,_'D? XO\ :<^;LX)YK_CS'YJ+1/+I6M#_ +I@)4$?Y3?:?Z3Q_P G M/,-=VYGU6Q/!''^;#;YGF?N\GUC0=@:?2;@<<<_P"?/^\ TH^F/XW=D&SFWJ'9 ML5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79/?*'YM^8/*A6$R?6[(?IF)-!_D M/I[/Q7_)SIM!V[GTNU\3?S%T3SK&%LI/3NP*M;R4#CQX]G7W7Z0,]5|/[7PZP>DU/^9+ZO^/?!\@!2 M[&S:$^L7#IDC|/Q_FGWNR27]C#]=I+97(K#.C1N/9A0YN,V(98&$N4@8GXNE MPY3BF)Q^}$A_FNSQ3KFDSZ%]5QIMR*2'\C1GWH=C\B\+^=M3@.#)+'+G$T_ M3.EU$=1CCDCRF!)V_Q7+=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5 M=FQ5V;%79ZM_)2 P^2[4G]MYF_XW^SD:TD?,R_W1?!/::7%K)>0B/\ M0AV=!5]WD'9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ M5V;%79L5=FQ5V;%79QS_G(G_CB67_ #$G_B!SSIVL_NH?UO\ M>E]'|CO[Z?\ 4_WSL\Z9Y,^QNS8JI-BKLV*NS8JI-BKL_]?Y_P"*OO[-BKLV M*NS8JI-BKLV*NST7_P X[?\ '$O?^8D?\0&>L^R?]U/^M_O0^-^V/|H#^L_O MG9V//07SEV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5 M=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V M;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=G,?S3_-_+ MRC$VF:8P?5G&YZB$'HO\O\ E7_9-V#<5VWVV-*/#QIY3_TK_P"/=P^)\^X[M! [!:L/BY<_{_Z6^0_H_SI?_SS'//+=2M/;O>5R69F-22>])SQV4C(V=R7V^ M$[",10'(.Q/(.W9L5=FQ5V;%79NF*NSV%^6NOOYD\KV=[,>4X4Q2$]2T9XU M/^L*.]>^=C:HZG3QF? J^F7OCM]O-^=>\I(-+J9P'TWQ1_]S]7VU>'BQ1G_-E7^F'_'0^B^Q^?ASRQ_SXW\8']4G9YQSR1]E=FQ5 MV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79 ML5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=DX_+G\QKSR>><7K+HLI'K0^' M^6G@X_X;H>Q'2=D]K2T;N_&?]C_OH_TO]T\OVSV-#7PL>G+'Z)_[V7]'_]6>M6<=_82"6VE')67]1\":X[9[;@SPSP$X'BB7P;/@G@F<>0<,H\P[! MF9+C.S8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*N MS8JI-BKLV*N MS8JI-BKLV*NS8JI"CS+Y;T_S9I[Z;]2\,QT6MR:/(,F,[#CY2'\V3L\F^=)6H>2-0-G>#E$U3#,!\,B^(\&'I2 M_L_CGAG;9T]%/@GR_AETD/U\?2^^S.T\>OQ\<.?\<.L)?]_FRZNR-9]'=.S M8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-B MKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI/7/Y27GUWR;8-W1'C/^P=A^K/=NP< MG'I(>0(_TI(?GOVAQ^'K)CO(E_IHAV37.D>9=FQ5V;%79L5=F MQ5V;%79!_P T_);>=- #.5L*WUN3+|_E&GQ1_[=\IH+G;]MIG?G,-1^N'JA^_MF/\ G^??3U'@/;?Y'/2Y8GA=IHY%*N!(92*$$=01GAI M!!HOT!&0D+')V-R+)V,%79L5=ACHFAZAYBO$L-- B::=^@7H!W+'HJCO.96GT-MT!1,0QCBD?QNX>IU6/30.3(>&(_&W>79Z@_+G\L;+R/#I8F(GU1UH\M-D!ZI M'7MXMU;Y9[V1V-#1#B/JR'G+^;_1C^OJ^&]L]N3UYX1Z<0Y1_G? TI_\3_" M/)[G4O)NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NP!K&LV&@ M6C7VI3++#;IU9NY\%'5F/\HS$U&IAIXF>0\,0Y>FTV343$,8,I'N_3W!V>>// MGYV:CKQ>QT3E;6)"]:,2R#W{^PO^2N_BW;/*.T ;:)GN&T0[_XY?\3/F^P M]E>.5,/3U/-63)W?Y.`_%'S/R=G*'234]A=G=_R\/ 3%,\T_VRI=[ ?:4?\S! LOYL],D)H+K']/AD_P"'+_P"'*.M^? >^5=I>R]7DTOQQ?]4_^(_TO<{"_P#/_P`L":M_,EJ 8K@'"*4KN.0%8VJ/ MYTV_V&8OM1HZE'41Y3],O?\ PGXQ_P!RYGLEKKC+32YP]4?ZO\XS+TVIGIYC)C-2'XH^3A:K M2PU4#CR'XG\6/-V>L/(7GVP\]6'KP4CO(P!/ 3NI_F7Q0\CG#OGN/9?:D-= M"QM,?7#N_P".O@7:W9,]!/AEO _1/^=Y'^D/)9F^>?=FQ5V,%79L5=FQ5V;% M79L5=FQ5V;%79L5=FQ5V;%79RC@]MZD@@BA!'4$9Y$00:+[2""'+#L;@2[-BKLV*NS8JI-BKLV*NSV- M^ M7^F;'RGIL)%#I75S_L_C_XVSW_LC'P;._H@_Z;U?I? G+MG)XFKR'^F1_I? M3^AV2C-VZ)V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L M5=FQ5V;%79L5=FQ5V<<_YR)_XXEE_S$G_(@<|^]K/[J'\]_>ME]'|CO[Z?\3_ 'SL\Z9Y,^QNS8JI-BKLV*NS8JI-BKL__]#Y_P"*OO[-BKLV M*NS8JI-BKLV*NST7_P X[?\ '$O?^8D?\0&>L^R?]U/^M_O0^-^V/|H#^L_O MG9V//07SEV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5 M=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79S'\T_P TXO*, M3;9IC!]6<;GJ{0?VF_R_Y5_V3=@>*[;[;&E'AX]\J_Z5_P#'NX?$^?<=@]@G M6'Q.RD9&SN2^WP@<(M 1B* Y!V)Y!F[-BKLV*NS8JI-BKLV*NST \ D{CKY2+-]EKF4K\]*/UY[-[+ M@C3?YOT/AWM80=7M ,C_OG9T .T>&=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7 M9L5=FQ5V1/\ ,S2OTSY3U''W]ZQ>]OSB//\ 4N:'MG!XVFG'RXO\)ZOT/0=B M9_ U>.7]+A/^?Z?TNSQ[G@;]%.S8JI-BKLV*NS8JI-BKLV*NS M8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-B MKLV*NS8JI)Q^?'YC7GD;\X-67392/6AKT_RT\'' W0]B.D)I6GH9=^_ 5 M' ?1 I?>\OVSV-#7PL>G+'Z)_P"]E_1_W+I1]5:7]EGK5G'? V$@EMI1R5E_4?`M CN.V>VX,\,\!.IN)?!<^">"9QY!PRCS#L&9DN.[-BKLV*NS8JI-BKLV*NS8 MJI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKL*/,OEK3_-F MGOINI)RB;=6'VD;LZ'LP_'HSIZ*?!/E_#+I(M?K[P^_+ 9G;>/7X^.'/^.\!4# ^K^;)V1K-0[IV;%79L5=FQ5V;%79L5=FQ5V M;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L M5=FQ5V;%79L5=FQ5V>GOR$N?7\IF+_?5S(OWA6_CGLOLO.]-7\V1_0?TOA_M9#AU5_SH1_3 M%V=0SM7A79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79S+\OORAM/[-]_G.M MMJ9'Q$C!W+_KT^RW^6/]D.XSM;L&.K/B8_1D_P!C/^MY_P'\)[?L;VAGHAX>3 MUXO\GC_]\?Z/R=G]9_+_S+H.A2\L9@!^VBET/R9^C/+]1V7J_!J4)>\#BC M\XOK.F[7TVH%PG'W$\,O]+\)V +/ROK>H.({6RN)&/\L3^^&8V/19LAJ,)'_-M+EY-=AQBY3@/\X.SHWE?\A-9U)EEUMULK? J4!#RGZ*_P"R/^QSK-%[,9++O^G'_P 5+X?Z9V=X\M^5-)\6OU32H1& MI^VYW=SXNW4_\'89Z=H]#BTD>'&*[S_:2]V?*=;K\NLEQY3?^>,.W7Y-9/BR M'W1_AC{GW+0=G8M%#@QC^M+_^*7]8_@.P@S6.V=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=DX\N>>F32IO^*MDRZ1.O%&ZO;OU M1T\45MV3P^S_)71:3M*L9T^;?%+EWXJ?PRC_1!YQ^7GS&L[+:RC4X?3F@=_MYN;/\49?TC'E+_3.R$R)Z;E*@T)%1N#3PSGR*-/2@V+=C;L]8 M>0O/MAYZL/7@I'>1@"> G=3_ #+XH>Q^@[YICV7V!#70L;3'UPIO^.O@7:W9 M.]!/AEO _1/^=Y'^D/)9F^>?=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ MB\C@ZD@@BA!'4$9Y$00:+[M2""'+#L;@2[-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI) MQ^7/YC7GD;\XO67392/6AKT_RT\'' _#=#V(Z3LGM:6AEWXS\4?\?1_I?[IY M?MGL:&OA8\.6/T3_-[+ ^C_N79ZJTO5+/6K:._L)!+;2CDK+ ^H^!'<=L]MP9 MX9X"<#<2^#9[$SCR#AE'F'8.S)<9V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5

*[+)_5_H_P!+_2NSS/[&H76JW+WE|(TMQ(>3NY]2<|=RY999&4SQ2/,E]MQ8 M8XHB$ (QCR =@;*FYV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ M5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7 M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%789;%KM_Y;OX]2TV0QW$9V/8CNK# MN|[G,O3;F>GE,F,U(?BCY.%JM+#50./(+B?Q8\W9ZP\A>?,#SU8>O!2.\C $ M\!.ZG^9?%#V/T"?/<>R^U(;Z%C;8^N'=_P =? ^UNR9Z"?#+>[^B?\[R/=)Y M2S-\!\|-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV-^;_P"5"=8T?6=& M0+]:BLD8V$P\"N\|Z?GEV;%79L5=FQ5V;%79L5=FQ5V;%79 ML5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79OS_G(MG_CB67_,2?\ B!SS|VL_NH?UO|Z7T?V,_OI_U/\ ?.SSIGDS[&[-BKLV*NS8 MJ[-BKLV*NS__TOG_ (]^_LV*NS8JI-BKLV*NS8JI/1?__#CM_P <2]_YB1_Q M 9ZS(}_W4_ZW^]#XW[8_WT/ZG^^=G8\]!?.79L5=FQ5V;%79L5=FQ5V;%79L M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5 MV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V

*J9Z>8R8S4A^/DX>]TL-3 X-M\@XHR_%CS=G[_P_@>?!'SU8^K%2,!C_]>"NZG^9?%#V/;)SW#LKM6&NA8VF-M/KA^D?T?P/M;LF?9\Z/JA+Z)]_E+^D|)=G0/.NS8[J-BKLV*NS8JJ-BKLV*N-MS8JJ-BKLV*NS8JJ-BKL2N+>*[A>WG4/%(I1U/0]PH1]V5S@)@Q/([%LA,P(E-M'8Q-CWAV>-?.?EJ;REK=QI4M2L;5C8_M1MNC?=U_RJY\^=H:,Z3-+&>GT^MG^6G@X_X;H>Q'2=D|K3T,^_&?]C_+Z/]+_=/+|LJC0U\+'IRQ^B?^]E_1_W-M+LI5;7]EGK5G''?V$@EMI1R5E_4? CN.V>VX,|<\1,!N)?!L^">"9QY!PRCS#_ML&9DN,[-BKLV*NS8JJ-BKLV*N-MS8JJ-BKLV*NS8JJ-BKLV*NS8-MJJ-BKLV*NS8JJ-BKL*/,OEK3_-FGOINJ\RB;=6'VD;LZ'1P_^HSIZ*?1/E_#+1(?K|P^_p*#9G:>/7X^.'/\ CA_%_]-FR=DM:S4.Z=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%78K: MV[W<\=O'N\C*@^;&@R<(&9$1U--*GN/V/N.>V]D=KQUL:.V0?5'_?1\ON?!>V>QIZ"=CU8I?1/ >R_I?]IV3C. MF>7=FQ5V;%79L5=FQ5V;%79L5=B<\$5UTZAXG!5E85!!Z@CPR$X"8X9"P6 M<)F!$HFB.1'1V>9?S3_*R7RG*VJ;6I?27.XZF$G]EO\ (_E;_8MO]KQKMKL4MZ0^)CWQ'_I7_,=[C\#Y^W=@]O#6#PLNV8?]+/;?TOYT?B/+9R_.>Y=FQ5V M;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79-_R@N#;>=-/(MZ.!H?]DC#.C[*GPZN'Q'SB7F/:*'%#]GD_?]+(.SUOGN[\^.R->=/)C=[-MZI>CC,M3#,H^*_Q4_M+W^>:,M'LW'K8<, ^?\,NL?QW.[[-]3R;"?'#D?KA_M#/\ ;W2=GE/S9Y1U/R=?FQU%*K'(/L2+_,1_6.]]\0UVAR:.?!D'N/\,AW MA]ZT':&/6X^/&?ZT?XH'NE^-W819K7;NS8JJ-BKLV*NS8JJ-BKLV*NS8JJ-B MKLV*NS8JJ-BKLV*NS8JJ-BKLV*NS8JJ-BKLV*NS8JJ-BKLV*NS8JJ-BKL]%_\ ..W_ !Q+W_F)'_$!GK/LG_=3_K?[MT/C?MC_?0_]?IYV=CST%\Y=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V M;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V

MN?S&L_/5GP?C%[<2_O8Q'_+3Q4JQ^Q]QS\VWLCM>.MC1],2/U1_WT?+[GP7MG-ML;>@G8]6*7T3_P!Y+^E_NG9.,Z9Y=\V;%79L5=FQ5\V;%79L5=FQ5\V]5TNTUN MRET^^026TRE74_K'@1U4^.8V?!'/ PF+C)R=/GG@E,D#4HFQ^/O=GC[SKY4N-M:?)NL2Z94XY?YI_G1Z'\=7Z*[,U\=;A&6 M/NE'^:/]/U>3LCV:IV[LV*NS8]J-BKLV*NS8]J-BKL]'? D+Y2_1NF2;_<+2>_M[^:"*O41*=S_LV_!+GK7LQH?#OG-+G/:/]3_CQ^X/C7M9VAXN08(_3CWE_P_.M/_$Q_P!?I.P9Z ^=.S8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV* MNS8]J,=Q0]#VP4KL(1!\^7=6)-]86\C'!KTU#?\$M#FLR!G8,OUPB?@+^;M M,/:6HD/.^^Y6_4W9!GH9!%HF/161_3;O M,?M/K(V67KCC_IB M[,G_ #CH@/Q:A.1{1]/XG$>R6/K.7R"GVRR],_MP'+_ ,:G,F'LI@'.4S_I?^)<:?M?J#RC ?Z8_P"^=AW9_DIY-M^""UL\Q'^_) M6/X*5&;"[..6':.)E_6D?T4ZS)[3:R?\0C_5B/T\3LE&F^4= TBAL;&WB8?M M+&O+_@C5OQSS\&'Z(1'P%_-T6;M#/F^N3/L;LV*NS8]J-BKLV*NS8]J/_1^?\ BK[^S8]J-BKLV*NS8]J-BKL]%_\M,.W _!Q+W_F)' $!GK/LG_=3_K?IT/C?MC_?0_]? [YV=CST%\Y=FQ5V;%79L M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79S\T_S3B\HQ-IF MF,'U9QN>HA!_;;_+_E7_ &3=@W%=M]MC2CP\>^4_]*_^/=P^)\^XI!I:.L/B MY=L(_P"EOD/Z/\Z7P#L\QSSRW4K3SL7E>K#UH;1WD8 G@)W4_S+_,A['Z#GN'9? M;D-="QM,?7#N_P".O@/:W9, ^SYU+>!^B?\[R/]V2W-^\^[-BKLV*NS8]J-B MKLV*NS8]J-BKLV*NS8]J-BKLV*NR.^=/%%GYUTI]-NOAD^U#+2IC?L?D>C#N,U':,@CK<9A M+G_#+^,+!ZL-P<\&U&GGIYG',5*\]#Z;4PU,,9.9N,OQ\P[&8KENS8]J-BKLV*NS8]J-M-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV M*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NRUIZ&??CE]4?\ ?1_I?[IY M?MGL:&OA8J.6/T3_ -[+^C_N79ZJTO5+/6K,._L)!+;2CDK+^H^!'<=L]MP9 MX9X"<#<2^#9\$\$SCR#AE'F'8,S)<9V;%79L5=FQ5V;%79L5=FQ5V;%79L5= MFQ5V;%79L5=FQ5V;%79L5=FQ5V;%79PC_G(VI%=-M!UI-(?IXJ/U',?:W)_M=Q_K'_6>9R3^]9-MXB[!F9+C.S8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NPM\PZLN MA:3=:FPK]7A>0#Q(?PCZ6IF\]_@8I9/YL27-T>G_,98XOY\A'1?.SQ3=W4 MU(J)=7#%Y16+NQZEF-2<^=LDS.1E+,8XB,=A$4/<'8CE;8I-BKLV M*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J M[-BKLV*NS8]J!:FEZI>:!>1W]A(T5Q$W)67M_4'N.^7X!A,<49>K3@_&'+4XA^]A\1_.GB][C]C[CGMO9':\=;&CMD' MU1_WT?+ [GP7MGL:>@G8]6*7T3_WDOZ7^Z=DXSIGEW9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V M%^NV:.AI5W:2"JRP2H?I4C,/58QDQ2B?XHD?8YFDR''EA,?PRB?M=GB'/G%^ MGG9L5=FQ5V;%79L5=CHXWE<1Q@LI$;DDI_(:)HO %EV>L_RN\C+Y*T<+ M.H_2-S1YSX?RQ_),_P#E3WG^B/^;,I[_]N]]'79O3_=PV MAY_P#,_P!RD)SG3/+.S8]J-BKLV*NS8]J-BKLV*NS8]J-BK MLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS M8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-B MKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*N MS8]J...?]\Y$_]<2R_YB3_,.0.>?>UG]U#^M_O2^C^QW]]/^]_OG9YTSR9]C=F MQ5V;%79L5=FQ5V;%79__T_G_(]^_LV*NS8]J-BKLV*NS8]J\1?_#CM_P_<_M2]_YB1_Q_9ZS])_W4_ZW^]#XW]8_WT/ZG^^=G8\]!?.79L5=FQ5V;%79L5=F MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79S\T_S3B\HQ-IFE,'U9QN>HA!_;;_+_,)5_V3=@W%=M]MC2 MCP\>^4_]*_\ CWP3K#XN7,"/^EGD/Z/\Z7P#L\QSSRW4K3SL7E< MEF9C4DGJ2<\=E(R-GGF,F,U(?BCY.'JM+,#50./(.*)_%CS=GJ_R%Y] ML//5AZT-(fR. 3P$!]?YE\4/8_0<]P[+[4AKH6- ICZX=W_'7P'M;LF?9\'&?7 MJA+Z)_SO(_TG9+Q^G^E_0/^]WK^P>V M3H9\,_[[?U?T#_/^^\G9Y6FADMI<AF4I(A*LK"A!&Q\'B,\3E$Q-'8A]YC(M2%C<'D[$\BR=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V M;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L M5=FQ5V;%79L5=FQ5V;%79L5=DX_+G\QKSR->_<7K+ILI'K0UZ?Y;>#C_ANA[$ M=)V3VM+0S[\9^]/^^C_2_P!'T\OVSV-#?PL>G+'Z)_P"]E_1_W+L]5;?]EGK5 MG'?V$@EMI1R5E_4? CN.V>\;\!.:N)?!L^^>"9QY!PERS#L&9DN,I-BKL MV*NS8]J-BKLV*NS8]J-BKLV*NS8]J-BKLV*NS8]J/+OYZZL-1 M\UM;]:K:1)%_LC\;?\3IGBOM+G\34FC(_@_C_+[_ 'S[H[*Z?PI*)'_*2,OA M[(_W+LYGG'O,.S8]J-BKLV*NS8]J-BKLV*NST^0?D[ZK;2>9;I?WDP,5O7L M@/QO_LC\(IE;QSU/V7[/X8G42_B\,/ZO\4OB?N\WR+VL[1XY#31Y1]63^M_# M'_- ^KXCN=G;\]"?,G9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79

BKLV*NS8JI-BKLV*NS8JI-BKLV*NS-M8JI-BKLV*NS8JI-BKLV*NS8JI!:FEZI>:+=QW}A(T5Q$>2LO;^H/<=|OPYI89-M"<#PRCRX_8^XY[-M;V1VO'6QH[9!]4?]\'R^Y\%
I9[&GH)V/5BE]$_|>2_I?IV3C.F>7=FQ5V;-M-KLV%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%
M79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5-MFQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;
M%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5-M=FQ5V;%79QS_)R)_P":)9?!Q)_X@<{\^IK//[']_>E]'!CO[Z?!3_?.SSIG-MDS[&[-BKLV*NS8JI-
BKLV*NS_]'Y_P"*OO[-BKLV*NS8JI-BKLV*NST7_P-X-M[?\'$O?^8D?\0&>L^R?]U/^M_O0^-^V/]]#^I_OG9V//07SEV;%79L5=FQ5
MV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79-MJ$X%=FP][-BKLV*NSAWYK?E#+>RR:[Y>CY2N2T]LO4GN\8\3^TGTKX9YIVYV-M"9DYL
W/UP_WT?!Q?4>P/:(0-P:@[#;&3_>S_P!+YNSQ5=30@BA-M\'&C/,2"#1?5IP0Y@C<&#)V.CC>5@D8+,30-"D)AA>]+!(LNS]'E\GMG^=\GANT/:C\I-M_3B->S\OJL?Y_7_-
^;LI=Y9_+/RUY6"M:6PEN!_NZ:CO?Q%?A7_8J,]'T:8V-MGTN\8\4OYTO5+]G^:-8ZWMO4ZO:4N&/\R'IC^-N7^<79+]US?0.NS-TQ5V07S-MU^5ND>C)_/"^__)WWO5=E
M=NYM":^0'_,/3^H?X?\-8R8S4A^*/DX>]TL-5-X\@XHG\6/-V>K_(-M7GVP\]6'K0TCO(P!/-3NI_F7O0|C|!SW#LOM2&NA8VF/KAW?\=?->UNR9Z"?-M"?5"7T3_-)WD?
Z3LEN;]Y]V;%79L5=FQ5V;%79L5=FQ5V;%79L"79P;\T_R=-MX^IK?ER/X=VFM5'3Q>(>'\T?__RYYAVWV!5YL_K8Q_NH?\3_I7U;L'VCNL-M.H/E#
(?]SD_1/_3.SA1VSS5]3=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=F-MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%
M79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V#=*U>^T.Z6]TZ9X+A.MCH:'Y'Q'L=LR,&>>&7'C)C+O#C9]/#/'@R_2B>A=G;O*G_,0;,*MOYD@(;]-M8@&QI\VC_
.:#_L<|%T/M3_#G'^?#I,?^)_TKYCK_&1/U::7^9/_'L_^*_T-MSLZOH_G'0-?4'3KV&4G]GD%?_@&HWX9W6G[0P9_HE$^5^K_2\W@-3V=GT_|M>0E'SJX_Z8>EV'O$]:9LK=7;LW$^&-
K;L"7NIV6FH9+V>*%1WD=5_P"]'*,F-M>&,7,B/]8T&+!/*:A&4OZH,ON=D&US\ZO*>C@K#,U^/V8%]A/@VXK]W+,.M:U/M%IL/(^(?Z'_%?2]1!?
9G59N8&,=\S_O1,3X6SOV>I/DKLV%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79&/-M-WGW1/)<7+49:SL*I'\O(WT?LC_*:F;37]J8=&/6?
5T@/J_'O=YV=V3FUQ_=-MCT]9R^@?K]T79PSS%^?'F'4V9-+"6,';B_\E/=V%/"49YK]_;;/E-8ZQQ_T-MTOF?T:]?2TLI\OO+>67^EA_I1^DMR#W'G/S'=/ZDVHW3-_QF*?^"^(?[%AF=I
M^V]3A.TS+RGZ_OW^UU^I[-TF<;P$3_.AZ#]FWS#L[S^7_P";&F^=*+.<"UU.-MG]T359*=3&Q_X@?B_P!;/3>RNW<>L]$O1D_F])?U?^)^]\I[7[-R:\UQ]>+^
M=_%#^N/]]RISLZ%G6O'NS8JI"#?2)/E_S,>>]6<4C^4S/3^OX-MYIQI-Z6^1_TTG=GVIUE5Q1_TL79*=$\H:#Y*GI]?VOGOFG[1L;QZV"\/G_#+K$_CF'<]F-MJI9-#DXX3O-/E?4?*&H-
IVHI1QNCC[+KV93X?]Z'/#M;H-MLFDGP9![CTD.\/OV@U^/6XQDQGW<^*)_FR=A)FN=F[-BKLV*NS8JI-BKLV*N-MS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-
BKLV*NS8JI-.-MBKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKL,M"UV_P#+=_']-M.G2&.XC.O[$=U8=U/<9EZ;4ST\QDQFI#(4?)P]5I8:]!OY<3^+'F/(5_D+S
MJ8>>K#UH:1WD8-G@)W4_S+XH>Q^@Y!AV7VI#70L;3'UP[O\-CKX#VMV3/L^?-M"?5_-1/^=Y\^D!);F_>?=FQ5V;%79L5=FQ5V;%79R#\SOR>CU-MSU-7T!!'?[M)-
EE\2O99/\-A7_UNOG_-&SV-,UY<(J?\4.D_=W2_P!T^B]A-M^T9P5ASF]?\-#/\-BQ_UN^'VQ]SL\Z3P2VTC0S*4D0E65A0@C]"#TSR>43$T-M=B'V*,A(6#8/5V)Y%F[-BKLV*NS8JI-
BKLV*NS8JI-BKLV*NS8JI-BKLV*NS-M8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-B-MKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-
BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-
BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-
BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NST7_P-X[-\'$O?^8D?\0&>L^R?]U/^M_O0^-^V/]]#^I_OG9V//07SEV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V

*<|3|Y|O@P1PP$(;1B*#\|Y\\L\SDF;E(V78,S)< M9V;%79L5=FQ5V;%79L5=FQ5V;%78'Q;*VU*VDM+R-9;>52KHPJ"#E.7%'+$Q MD+B>8;L666*0G \,H|@AV>6_S-_+*Y\DW/UJUY2Z3*WP/U.9/^ZY/^-6_:^> M>*]L=CRT4N*.^(\C_-_HR_0>K|KV)VW"71X9>G-'G'^?_3A^D?PNSGN[M-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV M*NS8JI\FEZI=Z+>1W]A(8KB)N2LO;^H/<=\OPYI89"<#PRCR+CY\$,\##(.* M,N8=GJK\N?S&L_/5IP>D6IQ+^JB[`_+3Q0IQ^O|QSYWLCM>,MC1VR1^J/^^CMY?<^"]L|C3T$'|JQ2^B?^\E_2_W3LG&=,\N[-BKLV*NS8JI-BKLV*NS8JI-B MKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*N MS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV* MNS8JI-BKLV*NS8JI-BKLV*NSCG_.1/\ QQ++_F)/_$#GGWM9_=0_K?[TOH_L M=_?3_]?|YV>=,|\F28W9L5=FQ5V;%79L5=FQ5V?_0^?\ BK[^S8JI-BKLV*NS M8JI-BKL|%_|\..W_!Q+W_F)'_$!GK/LG_=3_K?[T/C?MC_?0_]?|YV=CST%|Y

*1E]/NG_!+_>_'R=GEK/%GW5V;%79L5=FQ5V2'R=YQU'R7]*W]@U5-!+$? MLR+__"M_QJWI,;30;_)H\G'#_.CTD/QR+],T>SL>NQ\&3_-E_%"7>/TCJ!/6 M7E;S3IWG#3EU'3FJIV=#J]-NZL/U'\KJ,!ST.NQZS'QP^(ZQ/<7Y_P!?H,FB MR"D'N/\,X_SH_C9V'>;-UCLV*NS8J[-BKLV*NS8J[-BKLV*NS8J[-BKLV*N MS8J[-BKLV*NQ"\LI?4+=*

[2[1198)5*NC"H8'L8_G_TH_[Z/3W.SG>#"'2W?\<_|_5/(?TA_=?U?9U_,_?.W9L5=FQ5V-M;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V

*+/;^Q^V(ZV/#+TY(_5'^=_2C^-GPCMKL66@EX M]8GO#LM#KLFCR#)C,_4?PRC__#9.SR9YS\F:CY*U$V-*H:F*4#X9%\1[_S+ M^SGAG:'9\]'/@G_FRZ2'XYA^@.S>TL>NQ\<.?\4?XH2_'(J79'M_*WF:R\W:9'JEB? M@?9D/VDCRG%/F.1Z2CTD'81%-D)F!$ASB;'P=GB76]+ET M34;C39_[RWD:,^_$TK]/7/G+483AR2QGG$F+]..:,,, ^..2/*8$OF[&8SE.S M8]J-BKLZ;^5OYI2^4)1HNI%I-)D;YF$G]H?\G^=/]DN_VNQ[%[..D/AY-\1_ MV'F/Z/>/B//B.W>PAK!XF/,,/^EG]&7]+ ^,+X'RV>G+>XANXDN+=UDAD4,C]M:A@>A!SV6$Q,^438+XA.!@3&0HCB@\'8KEC6[-BKL*NS8JJ-BKL0O+.WU&W MDM+I!)!*I1T:H5/493EQOR1,9"Q+8MN/)+'(3B:E$V#YNSQ9YDTM=$UB[TU#MR6WGDC!\0K$#/GC5X?!RRQC^"1C\B_2^BS^/AAD/\<1+_3!V%>83G.S8JJ-B MKLV*NRU5G8*H)8F@ ZDX0+036Y=GH[\I_P IUT%4UO6T!U CE%$W2$?S-_Q9 M_P 0_P!.;[/K78?8?@5FS#U_PQ_F'\?\ ]S[WQKM_M_\ , ?APG]W _!S_ -4\ MA_0 W7]5V=?SOWSMV;%79L5=FQ5Y;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5
MV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79 ML5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7 M9L5=FQ5V<<_YR)_XXEE_S$G_ (@<\^]K/[J'],_>E]'ICO[Z?]3_ 'SL\Z9Y M,^QNS8JJ-BKLV*NS8JJ-BKL__]_Y_P""*OO[-BKLV*NS8JJ-BKLV*NS8JJ-BK MLV*NS8JJ-BKLV*NS8JJ-BKLV*NS8JJ-BKLV*NS8JJ-BKLV*NS8JJ-BKLV*NS8JJ-BKLV*NS M8JJ-BKLV*NS8JJ-BKLV*NS8JJ-BKLV*NS8JJ-BKLV*NS8JJ-BKLV*NS8JJ-BKLV*NS

*3@;B7P34Z:>GF<>0<,H_C·MY.P=F6XCLV*NS8JF-BKLV*NSE/YK?E2GF=&UC1U"ZHHJZ#83@?\ ,WP/[?0Y MPO;G88U .7$/WG4?ZI_QY|[L#M\Z4C#F-XOX9?ZE_P <_P!R[/-4L3PNTSMP_P"\).?P"%_N;=A_:.A9WXY6DT/ZP8_P!8&/WNP201URYH=FP]F-BKLV*NS8JF-M-BKLV*NS8JF-BKLV*NQ&ZM8+V!{.Y19(9%*NC"H8'[",JR8XY(F,A8/,-F/) M+'(2B:D-P1T=GF#\T?RNG\FSF_L TFD2-L>IB)_8?\V_D?OT/Q=?&.V>QI:.7 M'#?$?]A_1E_O3^#[EV%V[`6Q\/)MF' 2S^E`_?1_0[.;9R+VCLV*NS8JF-BK MLV*NS8JF-BKLV*NS8JF-BKLV*NS8JF-BKL%:=[M-UI-U'>V4C17$3!D=>H(R[%EEBD)P/#*/(M&;#'-$PF.*.MB"|/5'Y;?F3: ^_M>;7T9N.6JQ+`-UP&# ==D?|\ D_S+^Q\L]K[`[8CK8\,O3DC]4?YW]*/XV?!^ MVNQ9:"7$/5BE],OYO[""?GW^`)V3S.I>4=F05Y,%79L5=FQ5V;%79L5=FQ5V; M%79L5=FQ5V<^_,NX^K^3+I>\CPH/^##? |;YRGM'/ATDAWF(_V0>O]F8<6LC _M $1(_P"QK]+L\I9X@^]NS8JF-BKLV*NS8JF-BKLV*NRU4N0]BI.P P@6@FG9 MZ+_*?\IAHH37-<2M\;-#"W^ZO!F'^_/ ?L?ZWV?6.P^P_!K-F'K_ (8_S/,_MT_|<_UN7CGM|\/>/># ?W?\<|<5/Z.?Z'^Z_]\IG8L|\?.79L5=FQ5V;%7 M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=F MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V; M 79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=F MFQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V; M%79L5=FQ5V<<_P"">7'D)G+OD[!F9+C.S8JF-BKLY5^9OY16_F5'U31E6+5!4L@ MV2;^"R? Y71OVOYLX;MGL&.HO)B]..3J.F3_CWG\^]][L/VAEI2,68\6+I+^+' M^N'ET_A[G9YKN+>:TF>"=`"DJ$JRL*$$=01GD,X&!,9"B.8?:83$P)1-@\B[$ ML@S=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=F MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;% M79L5=FQ5V3+\O?S"O?(M[R6LMA*1Z\%>O^4@@X_X;[+9O^RNU9Z&=C>|^J/Z-M1_2>;/7{(AVA"CZKM'UBRU^RCU'3!:+,2BJL/O!'9AW& M>X:,4PU$!.!N)?!-3HZ>9QY!PRC^/D[!V9;B.S8JF-BKLV*NS8JF.4?FO\ ME4GF:-]8T= NJ**N@V$X`,T=C^WT/;.%[<[$&H!RXA^\ZC_ %3_ (]|IW_8 M';QTI&`;?W1^F7^I?| <_W+LU\21OYQU)!!%"".H(SR @@T7VH$$6'9(? M)GDS4?.VH"RLAQC6A#<^&-?$^_\J_M9M>S^SYZV?!#_ #I=(C|<@Z?M+M+' MHLO+'EC3O*.GHVG)QC7=F/VG;N[GQ_5T&>Y:++10TD M!"]YZR/>7P#7:|DK;AR9#OT'\,8 P V+L.(!OYE_:S4|H=GX|;CX)_YLNL M3^.8ZNWJ.{1R:')QP_SH_P ,X_CD>CL\F>,O*NH^3]1?3M12C#=''V77LRGP M_5T.>&:W19-)/P\@]QZ2'>'Z T&OQZW&,F, ^\?Q1E_-D["3-<[-V;%79L5=F MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;% M79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;% MFQ5V;%79L5=FQ5V"E?R[=>:M6@TJT'QRMNW95&[.?91F?HM++59!CC_ !?[M$=9.NUVLCI,4LI_X?]E+^&/Q=GLS3=/M)\LX;"U'&"!%C0>RBGW^.?0>##'# M 0CRB*#\W9\TLTSDE]4B9'XNP5F0X[LV*NS8JF-BKLV*NS8JF-BKLV*NS8JF-M-BKLV*NS8JF-BKLV*NS8%=Ð/\Q?F?Y8\LDQW5TLLX_W5!^\;O@:.?"O\ LF&: M#5]M:?3;2E,>&/\ .GZ(_P#%'X!\E)3 M1;-(EI/.2[?\"0%\]I[9Q6II]YG;%$1\Y^K!^LO=:7V\@<\TS+^C#TC_ $QL M_P"Y=G/M6_.ZC7K51I8U/XYIC(R-EWL8B(H;.QF19.S8JF-BKLV*NS M8JF\QRO"P>- BK#H0:`) D;AB8B6Q=DETO\Q?-6CT%KJ$_$?LNWJ+]S\AFWP] MK:G#\,Y?'U?[JW2Y^QM+G^K"W@XI%V*98P= MFQ5V;%79L5=FQ5V;%79L5=B- U:P7L#*VURBR0R*5=&%0P/4$95DQQR1,9"P>8 M,,>26.0E$U(;@CHI/,'YH_E?/Y-G-_8!I-(D;8]3$3^P_M_(_P!!^+KXQVSV M-+1RXX;XC_L/Z,OT\'W+L+MV.MCX>3;,/\ I9_2C_OH_H=G-LV%[1V;%79L M=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5=FQ5 MV"M.U&ZTFZC0.*1HKB)N2.IW\R[%EEBD)P/#*/(M&;#'-$PF.*,MB'9ZH_+; M\R;7SQ:^C-QBU6):RQ=F^_(_P#)_F7]CY9[7V/VQ'6QX9>G+'ZH_P [^E'\ M;/A\;78LM!*X^K%+Z9?S?Z$_/N/\3LGF=2\F\-BKLV*NS8JF\-BKLV*NS8JF\- MBKLV*NS8JF\._P#.0^HB'1;.O!^*:X+D>T:T_6^>?>U>;L48?SI7_I1_OY\& MIC\/%FG/^,'A_P!:.?^.NSSGGDS[(/-BKLV*NS8JF-BKLV*NRU4N0JBI.P P@ M6@FG9Z+_ "F_* <:*$US7$K?'XH86&T7@S#_?G@/V/I-I/K'8?8?@UFS#U_PQ M_F>9_I_[G^MR\<]HI/:#Q[P8#^[_CG_JG\&/]#_=?U>>SL6>@OG+LV*NS8JF- MBKLV*NS8JF-BKLV*NS8JF-BKLV*NS8JF-B

*V;%79L5=FQ5V;%79L5=G_]7Y_P'"*OO[- MBKLV*NS8JI-BKLV*NST7_P X{?\`$O?^8D?\0&>L^R?]U/^M_O0^-^V//]\#*
M^I_OG9V//07SEV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79S;\T?RNA\ MY0G4-/"QZO&NQZ"8#]EO\K^1_P#8MM]GCNVNQ1JQXF/;*/\ 9^1_P";+\#M M>PNW3HCX>3?"?
^E?]*/]'^='XCSV>7[]UFLIGM]A&CFC8JZ,*$$=01GC,X&! M,9"B.8?<83$P)1-@[@AV)9!L=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ
M5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V3+\O?S"O?(M]R6LMA*1ZT->O\ EIX. M/^&^RV;_ -+*
[5GH9V-X'ZX_1'])YOM?LB';$*/IR1^B?^]E_1^[F'9ZNT?6+ M+7[*/4=.D$MM**]P_$$=F'<9[AI]1#40$X&XE\$U.FGIYG'D'#*/X^3L'9EN-M([-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-
BKLV*NS8JI-BKLV*NS8JI-BK-MLV*NRA G#R?!WG33FL+],.*[*4#XHV\1[?S+ ^UFI[0[/AKX])#O#] :#7X];C&3&?>/XHR_FR=A)FN=F[-BKLV*NS8JI-B MKLV*NS8JI-BKLV*NS8JI-
BKLV*NS8JI-BKLV*NS8JI-BKLV*N MS8JI-BKLV*NS8JI-BKL6M+2>_G2\UMD:2:1@{(HJ23T &68\9R$1B+)}Y\KR9(MXXF4C41N279ZB_+#\L(/)D OKX+)]\B_$W41_ L)
[_SO] ^`[7L_8O8HT8XY M[Y3_ +#^C'_?2_0^&=N=N2\TN"&V$?\ 2S^E+_>Q_2[.COyU[QCLV*NS8JI-B MKLV*NS8JI-BKLV*NS8JI-UP*[..?F)^=0T&^73=!"3RPN#<2-
MNFW6):=_YG_9Z+OGGW:WM%X$_#PU(Q/K/\/10?I/1]'[\]F?S$#DSW$2'[N/-M\7_#)?]V/5V=%\H^;M.\YZW@)(S]J-OY6_XU;]K.MT&OQZS'QP_SH]8-MG\?-
X[M#LJ)HAZUW5%/CN3X=\X?I_V9GD-Y_1$?PCZI-M?J#WO:7M7CQCAT_KD1]1^B/Z92=G<=*\|.)Y):C$>EVL<) ^W2KGYNU6/WYZ3-MI=!ATPK'$1_XO\ 3;_R/T'6U:;2_P#0+KJ. M
K$3[H^S_L/:'ISCM=[-X*M_#]0tC/+M;H.NDEPY!{I?:RI|Q_| M?6\!VCBUL>+:+A#FL=]f-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLP--QBKLJO\ E9^<7]WH MGF.3P6&Z8_E]B=O\L.<_P!3(?\ VN462&12KHPJ&!Z@-MC*LF..2)C(6#S#9CR2QR$HFI#<$=`9Y@_-#\KI_)LYO(-)I$C;']8B?V'IO
MY'[]#\77QCMGL:6CEQPWQ'_8?T9?HE^#[EV%V[`6Q\/)MF"_ $L_I1_WT?T. MSFVU]C]L1UL>& M6V4?5'^=_2C^-GP?MKL66@EQ#U8I?3+ ^;_0GY]Q_B=D\SJ7E'9L5=A-YH\KZ
M=YNTYJ.U%*H=TX]8GO#LM#KLFCR#)C,_4:?P MRC -E^-.G9V-]X>2M2\FZE^C[Q2ZN:PR*#QE6NQ7__"QYEZ]<\-U_9V31Y."7 M^,+^?^.Y]_[.]3QZW'XD-J^N)YP/G^B75V=&_*?
\IUT%4UO6T!U CE%$W2$'M]IO^+?\`B'^M]GT7L/L/P*S9AZ_X8_S/^/\ ^Y!]YEV_V \F+P8#^[_(Y_MZIV#^A_NOZKLZ_G?OG;LV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV M*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV

*M5=FQ5V;%79L5=FQ5V3+\O?S"O?(M[R6LMA*1ZT->O^6G@X_X;[+9O^RNU9Z&_M=C>!^J/Z1_2>;[7[(AVA"CZ7;fRKJ,FF:@O&:,[$?993T=3W5O\|*U>DGL,9<9V/SB?*

*YLO,.PIS!=@[-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8 MJI-BKLV*NQ>SL[C4+A+6U1I)Y&"HBBI)/899CQRR2$8BY'D&K)DCCB92/#&. MY)=GJ/\ +'\L;?R5;B\O LFK2+\3=1$#^PG_!N_?H/AZ^T=C=C1T<>,>^4_ M[#^C'],GPOMSMR6NEP0],&/(?S_Z4O\ >Q_2[.B9USQSLV*NS8JI-BKLV*NS M8JI-BKLV*NS8JI-BKLV*NS8JI-UP*[.(?FU^,7U7U- T"3]HNEQ<(?L^,<9 _MF_G?]GJ*!]/-NW>W>&\.$/\IS'3^C'S[ST]_+U#V?]G^*L^<,;<\>,[?ZV<_+^ M,'XEV< SR]I:=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=A[Y M3\V:CY.U%=0T]M^DD9^S(O=6'ZC^SFRT.NR:/)QP^(Z2'<75]H=GX];C./(/ MZLOXH2_G1_&[L]9^4?-VG><].74-/;?I)&?M1M_*W_&K?M9[GH-?CUF/CA_G M1ZQ/X^;_P#:'9V30Y/#R?YLOX9Q[Q^D='8?9M74NS8JI-BKLV*NS8JI-BKL MV*NQ*XMX;R%[>X19(9%*NC"H8'[",KG 3!C(6#S#9"9@1*)HC<$=''9YB_-+\ MK9QO*$QU'3@TFDR-\S"3^RW^3_(_^Q;XOM>,]M=BG2'CAOB/^P\CY=Q^!_<. MPNW1K1X>3;,/^EGI*/G_ #H_$;IB)_8?V_D?OT/Q=?&.V>QI:.7'#?$?]MA_1E_O3'^#[EV%V['6Q\)/MF'_2S^E'_?1_0[.;9R+VCLV*NS8JI-BKLV*NS8 MJI-BKLV*NS8JI-BKLM59V"]"6)H .I.$"T$UN792._*?\UT%4UO6T!U CE% Ms*W2$?S-_Q9_Q#_6^SZUV'V'X%9LP]?\ #'^9_P ?_P!S[WQKM_M_\Q>' ?W? M\<_]4\A_0_W7]5V=?SOWSMV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79*

ML5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ-M5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7

M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=F MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%

M79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=G\'^7[!UFLIGMIA&CFC8JZL$$=01GC,X&\;9"B.8?<83$P)1-@[@AV)9!*

ML=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5 MV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79

*ML5=FQ5V3+\O?S"O?(M[R6LMA*1ZV%>O^6G@X_P"&^RV;.LKM6>AG8W@?JC^D?M?TGF^U^R(=H0H^G)'Z)_[V7]\'N8=GJ[1+8LM?LH]1TZ02VTHJK#\01V8=QG MN&GU$-13@;B7P34Z:>GF<>0<,H_CY.P=F6XCLV*NS8JI-BKLV*NS8JI-BKL MV*NS8JI-BKLV*NS8JI-BKLV*NS8JI()^:?D:/SEH[-"H_2-L" M\#=V*

*W:,^S_L_P"73WSE^V^S1K,5C^\AO#S_ *'^=]!U?8\:AT68"1_=SVGY M=T_\WK_1=GDT@@T/7/#7WIV5BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKL*

*M7[LX&X2UM4:2>1@(HJ23V&68\<]-74-/;?D&;R4M_QJW6>YZ#7X]9CXX?YT>L3^/ MF_/_ &AV=DT.3P\G^;+^&<>\?!'1V'V,5U+LV*NS8JI-BKLV*NS8JI-BKL2N*

*M+>&\A>WN$62&12KHPJ&!Z@C*YP$P8R%@\]GR$S B431&X(Z.SS%^:7Y6S>4)CJ.G!I-)D;YF$G]EO\G^1_P#8M\?VO&>VNQ3I#QPWQ'_8>1\NX_ ^?N'87;HU MH\/)MF'_*

$L_I1_I?SH_$;DOR$\T'4]'DT6=]S61Y1U-MZF)S_P ;/7_@ESUWV7UOB8CA//R_]2_XD_H?%_:S0^%F&:/TY?]_P"&1_X] M/W%V=8;,>26.0E$U(;@CH[/;'YH_E?/Y-G-_8!I-

(D;8]3&3^P_M_(_P!! M^\KXQVSV-+1RXX;XC_1/Z,OT\'W+L+MV.MCX>3;,/\I9_2C_OH_H=G-1Y% M1!V;%79L5=FQ5V;%79L5=FQ5V;%79:JSL%4$L30 =2<(%\D$UN79Z,_?\\U MT%4UO6T!U CE%"VXA\S?\6_\0_UOL^M=A\A^!6;,/7_ Q_F?\ '_\ <^]\ M.I?[?,_7APG]W_'/_5/(?T/U_5=G7\|\\[=FQ5V;%79L5=FQ5V;%79L5=FQ*

M5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7 M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=F

MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=F

*MFQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=G\'/\ MG(G_(XEE_S$G_B!SS[VL_NH?UO]Z7T?V,_OI_U/|\\[./F>3/L;LV*NS8JI-*

*MBKLV*NS8JI/_UOG_(]^_LV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI/1?_ #CM_P <2[_YB1_Q M 9ZSD)_W4_ZW^]#XW[8_WT/ZG^^=G8\]!?.79L5=FQ5V;%79L5=FQ5V;%79L*

M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=G-OS1_*Z'SC"=0 MT\+']\:['!D)@/V6_ROY'_P!BVWV>.[.[%&K'B0VRC_9^1_YLOP.U[[=.B/-MAY-*

\)_Z5_P!/!^=`XCSV>7[!UFLIGM|A&CFC8JRL*$$=01GC,X&\,9"B.8 M?<83$P)1-@[@AV)9!L=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79*

*ML5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ-M5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ

ML5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ-M5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7
M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=G-M'^ G(G_ (XEE_S$G_B!SSlVI_NH?UOlZ7T?V._OI_U/!\!/.F>3/L;LV*NS-M8fJ-BKLV*NS8fJ/_U/G_
(f^_LV*NS8fJ-BKLV*NS8fJ/!2'_ #CM_P <2|_Y MB1_Q 9ZS{)_W4_ZW^]#XWl8_WT/ZG^^=G8\|!?.79L5=FQ5V;%79L5=FQ5V;
M%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=G-OS1_*Z'SC"=0T\+']\:{'IH)@/V6_ROY'_V+;?9X{MKL4:L M>)#;*/\
9^1_P";+\#M>PNW3HCX>3?"?^E?]*/|'^=:'XCSV>7[JUFLIGM[A M&CFC8JRL*$$=01GC,X&!,9"B.8?<83$P)1-@[@AV)9!L=FQ5V;%79L5=FQ5V
M;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V3+\O?S"O?(
MM{R6LMA*1ZT%>O\ EfX,/^&^RV;_ +*[5GH9 MV-X'ZX_IC_2>;{7[(AVA"CZ< MD?HG_O9?T?NYAV>KM'UBRU^RCU'3I!+;2BJI/O!'9AW&>X;?40U$!.!N)?I\
M3HIZ>9QY!PRC^/D|!V9;B.S8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NR.>?/ M+[>9_+MYID8K,ZR=7^4U$ M,AY_^K^K+TR_6I/&SHT;%'!# T(.Q!&?)Q%;%^D ;W#L;@2[-
BKLV*NS8fJ% M[.SN-0N$M;5&DGD8*B**DD|AEF/'+)(1B+D>0:LF2..)E(\,8[DEV>H_RQ_+ M&W\E6XO+P+)]TB_$W41 _L)_QN_?H/AZ^T|C=C1T<>.>^4_[#^C'!)?"^W.W
M):Z7!#TX8\A_/_I2_P![']+LZ)G6O':S8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BK MLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLNI/? M.RL*NS8fJ-BKL*O,7EW3 M_-.GOIND)SA?
<'!I6[.AL:/[#ME'|J)»50./(+!^SS'FY^CUF329!DQFI#Y2 M'\V7D|(/WGGR-J'D?4##:W0YV!U;,P'PNO\&'[2_PSPWM+LV>B GPRWB?IE_,_M;WA]^[+[4QZ_'Q1VD/KAUB?^)
[I.R+YIG>NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-M[-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NP]\|^:-1\G:BNH:>V_2 M2_ 9D7NK#!1_9S9;'79-'DXX?
$=)#N+|^T.S\>MQG'D'|67\4)?SH_C=V>L_ M*/F[3O.>G+]&GMOL)(S[J-OY6_XU;]K/<|!K\>LQ\V=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%
M79L5=FQ5V>U/)QN/+NG2G]U"?^'&>?1'9\N+!_ T(_[D/S1VC'AU&0?TY_[HIMNGPZS9.L=FQ5V;%79L5=FQ5V;%79L5=A5]'EC1-6D]6_LK>>3^:2)2WWTKF!
MET6'*;G",CYQ#L,.NS814)SB.Z,C3L%V.FV6EQ^E8P1P1_RQ(${'_ H&7XL$ M,0[$?ZHX7&RYIY33/L;LV*NS8fJ-BKLV*NS8fJ[__5^?\ BK[^S8fJ-BKLV*NS8fJ-BKLV*NS8fJ-MBKL]%|_..W_
!Q+W_F)'_$!GK/LG_=3_K?IT/C?MC_?0_J?IYV=CST%\Y=F MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%
M79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79S;\T?RNA\XPG4-/"QZO&NOZ"8 M#]EO\K^1_P#8MM|GCNVNQ1QOXF/;*/\GY'S_FR_{7L+MTZ(^'DWPG_I7_ 2C_ 5?YT?B//9Y? MNK6:RF>WN:,:-BKHPH01U!&>,S@8$QD*(YA]QA,3 E$V#N"'8ED&QV;%79L5=FQ5V;%7
M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=F MQ5V;%79L5=FQ5V3+\O?S"O?(M|R6LMA*1Z\->O\ EKX./^&^RV;_ +*[5GH9 MV-X'ZH_IC_2>;
{7[(AVA"CZR^#LX(05-"*$=L\ MQ?5^,LK%+LV*NP|\M>4=7\YW/U;2H&D(/Q.=D3W=^@_7X9L=|H_EAI_D>/ZPQ%QJ;BC3$;*#U6,=AX MM|IO8;9I#V5V++#1#B/JR?
SN{RC^++XGVQVYDUYX1Z,0Y0_G?TI_JY\V3S.H> M4=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5
MV;%79L5=FQ5V;%79L5=FQ5V;%785>8O+NG^:=/?3=23G"'^X(^TK=G0|F'|AV-MS-U>DAJH"D%@_9YCS<_1ZS)I,@R854A\I#^;+R=GD|SSY&U#R/!:M;H<[=Z MF&8#X77^##]H?
X9X;VEV;/13X9;Q/TR_G?M|P^_=E|J8|?CXHJ2'UPZQ/_$] M=Q0/(YA]QA,3 E$V#N"'8ED&QV;%79L5=FQ5V;%7
M9L5=FQ5V;%79L5=A[Y3\V:CY.U%=0T]M^DD9^S(O=6'ZC^SFRT.NR:/)QP^(MZ2'<75]H=GX];C./(/ZLOXH2_G1_&[L]9^4?-VG><]..74-/;?821D_%&W\K?
M\;M^UGN>@U^/68^.'^=:'K$_CYOS_-H=G9-#D\/)_FR_AG'O'Z1T=A]FU=2[M-BKLV*NS8fJ-
BKLV*NS8fJ$KBWAO(7M[A%DAD4JZ,*A@>H(RN.&^(_[#R/EW'X>_W#L+MT:T>'DYS1_P"E@_G1_YT?B-N6SF><>]L[-BK MLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ[/9?
D#_E%=,_YA(O^{Y] M!=E?XMC_*D?N?F[M?\ QK)_7E|[LD>;ATSLV*NS8fJ-BKLV*NS8fJ-BKLV* MNS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ M-
BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV M*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ M-BKLV*NS8fJ-
BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV MV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8 MJ[-BKLV*NS8fJ-BKLV*NS8fJ-
BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKL MV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8 MJ[-BKLV*NS8fJ-BKLV*NS8fJ-
BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NSCG_.1/\ M_'$LO^8D_P#$#GGWM9_=0_K?ITOH_L=_?3_J?IYV>=.\F?8W9L5=FQ5V;%79 ML5=FQ5V?_],Y_P"*OO|-BKLV*NS8fJ-BKLV*NST7_P
X[?\'$O?^8D?\0&> ML^R?IU/^M_O0^-^V/]I#^I_OG9V//07SEV;%79L5=FQ5V;%79L5=FQ5V;%79
ML5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ-M5V;%79L5=FQ5VKQKL>@F_9;_*_D?_ &+;?9X{MKL4 M:L>)#;*/|GY'S_FR_
{7L+MTZ(^'DWPG_I7_ $H_T?YT?B//9Y?NK6:RF>WN M$;,:-BKHPH01U!&>,S@8$QD*(YA]QA,3 E$V#N"'8ED&QV;%79L5=FQ5V;%7
M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=F MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79,?R__#"O
M_(M|SCK+8R$>M 3L?\I?Y'CWZ-F_P"R^U9Z&=C>|^'JZ1_2>;<{7|(Q]H0H^ MG)'Z)_[V7?'\!V>]J!U_3 ,MBFH;9*)8'^'3W5A^RP\,]NTNKAJ@">,V#]GD M?\
\&U>DR:69QV!PR'V_TH|X=AEF:X+LV*NS8fJ$;N[M|"%KFZD2*%!5G=@|C MYDY5DR1QCBD1$#]6W'CEDEPQ!E(\(IEV;\,$>(?YQI,/UR^Q] T/LEERCBSGPQ_-'|G_P_3' 9.SG-[
M^>7G"Z?E%-% O98XE_6_,YR63VDU4CL1'W1'^^XGLL7LMI(#<2E_6D?]|PNQ M;3/SW\V63@W30W4==U>,*?H:/C3)X?:,4P/|X9^\5_N:;_LKI9CT\4#_1E? MV3XG9V7R-
^:NC^=2+45MM0I_S>W,6L]/T9/YIZ_U3 MU^]\W|4[!S;'U?7C_GC^'^O'^'_0>G< MGK-">#'_ %OV6_V2USGM;V+!|4;D*E _CZ9?]/Q>CT/;FIT8X82XH_S)^]/P M_BC\"
{(/)_SCHA>L>H3A/ QJ3|!^K.;/LECO;3^L=OE&G5ZGV|U645'AQ M_P!47+YROIG9T:RLK;3H%MK.)(8%^RD:A5'T#;MQXHXOPP B.X;/"9.LLN* M9.I'KV78OES2I-BKLV*NS8fJ-
BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-B MKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKL*O,7EW3 _-.GOIN MD)SA?H?VD;LZ'LP_L.V8&KTD-5 X\@L'|(/,.?
HJ9DTF09,9J0^4A_-EY.SR= MYY\C;AY'U VMT.=N]3#,|\+K_!A^TO\ #/#>TNS9Z*?#+>)^F7\|JO>'W_LO MM3'K)?%';0^N'6)_XGN+LB^;9WCLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-
BK MLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKL/?*?FS4?)VHKJ&GMOTDC/V9%[J MP_4?V8;(3ECD)1-2&X(Z.SS!^:/Y73>3IC]F&GAI-)D;8]3$
M3^P_^3_(_P!!^+KXOVUV*=&>,&^(_P"P_HR_0?P?SO(ML9B\L:8A!6D/XH#GT+V9&M/C'!"/^Y#\V=]F]3D/^V2_W3LD&,5U#LV*NS8] MJ-BKLV*NS8fJ-BKLV*NS8fJ-
BKLV*NS8fJ-BKL MV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8 MJ[-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-
BKLV*NS8fJ-BK MLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS MJ[-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-B
MKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NSCG_.1/\ QQ++_F)/_$#GGWM9_=0_K?ITOH_L=_?3_J?IYV>=.M,\F?
8W9L5=FQ5V;%79L5=FQ5V?_7^?\ BK[^S8fJ-BKLV*NS8fJ-BKL]%|\M..W_ !Q+W_F)'_$!GK/LG_=3_K?IT/C?MC_?0_J?IYV=CST%\Y=FQ5V;%79L
M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5 MV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5VKQKL>@F M_9;_"OY'_V+;?
9X{MKL4:L>)CVRC_9^1_YLOP.U!"[=:.B/AY-\)_Z5_P!* M/|'^='XCSV>7[JUFLIGM[A&CFC8JRL*$$=01GC,X&!,9"B.8?<83$P)1-@[@
MAV)9!L=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5
MV;%79L5=FQ5V'WE7SAJWDZ\^MZ7+QKL\;;HX\&7^/VAV.;/1;_+HY<6,_^\?P MR]|fM?V=BUL.#*/ZLOXH_P!4_@.SO?E_|^O+VHQA=562RG|[&2,GV9?B'TK] M.>G:.3VGP9!66\H?".-
R?^(@9LY^T&8+X[|PE^!UM]MR|U#55)HB_Z]#X1|V<%]M=EU1O)(R_W(T>3Z+H'^S\.D%8H MB/G_.!'WRVNPE57NR=FQ5V;%78^&:2WD6:%BDB$,K*:$$="#XY*,C$V-B&,H
MB0HI@NSU7^5'GX^==+,5X1^DK6BR_P"6I^S)|/1O\K_6SVWL+M3\YCJ7]Y#Z MOZ7=+],X+V_V3^1RW#^ZG|/|$]8?\)3Y>YV=-SJWD79L5=FQ5V;%79L5=FQ5V
M;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=A5YB\NZ?YIT]|-U).<+|@_M(W M9T/9A_8=LP-
7I(:|'QY:8/V>8<_1ZS)I,@R8S4A\I#^;+R=GD|SSY&U#R/!:MM;H<[=ZF&8#X77^##]!?X9X;VEV;/13X9;Q/TR_G?M|P^_=E|J8|?CXHJ2'U
MPZQ/_$]TG9%\TSO79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7 M9L5=FQ5V;%79L5=FQ5V;%78>^4_-FH^3M174-/;?I)&?LR+W5A^H_LYLM#KL
MFCR<@U^/68^.'^=:'K$_CYOS_VCV=DT.3P\G^;+^&<>\?I'1V" MV;5U+LV*NS8fJ-BKLV*NS8fJ-BKL1NK6&]A>YN462&12KHP|&!Z@C*\F.9(F M.A8/.-D)RQR$HFI#<$=:'9YA_-
'\KIO)TQO\ 3PTFD2-L>IB)_8?_"?Y^@_ M%U\7[9[%.C/#?$?]A_1E^B7X/N787;L=;'P\FV8?]+/Z4?]!]#LYKG(O:.. MS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-
BKLV*NS8fJ/;^AV_U32[2W_WW!$OW{!GT M?I8\,*>Z(^V5/J[\>64N^4C_LB|!^9,B.S8fJ-BKLV*NS8fJ-BKLV*NS8J M[-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-
BKLV*NS8fJ-BKL MV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8 MJ[-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BK
MLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS MJ[-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-B MKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-
BKLV*NS8fJ-BKLV*NS8fJ[_?\Y$_ M\<2R_P"8D_|$#GGWM9_=0_K?ITOH_L=_?3_ *G^^=GG3/\GV-V;%79L5=FQ M5V;%79L5=G__T/G_ (f^_LV*NS8fJ-BKLV*NS8fJ/!?
#CM_P <2|_YB1_Q M 9ZS{)_W4_ZW^]#XWl8_WT/ZG^^=G8\|!?.79L5=FQ5V;%79L5=FQ5V;%79L
M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5 MV;%79L5=FQ5V;%79L5=FQ5VKQKL>@F_9;_*_D?_8M MM|GCNVNQ1QOXF/;*/|GY'S_FR_
{7L+MTZ(^'DWPG_I7_2C_ 5?YT?B//9Y? MNK6:RF>WN$;,:-BKHPH01U!&>,S@8$QD*(YA]QA,3 E$V#N"'8ED&QV;%79L
M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5 MV;%79L5=FQ5V;%79L5=FQ5VKQKL>@F_9;_*_D?_ &+;?9X{MKL4:L>)CVRC_9^1_YLOP.U!"[=:.B/AY-\)_Z5_P!* M/|'^='XCSV>7[JUFLIGM[A&CFC8JRL*$$=01GC,X&!,9"B.8?<83$P)1-@[@
MAV)9!L=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5
MV;%79L5=FQ5V'WE7SAJWDZ\^MZ7+QKL\;;HX\&7^/VAV.;/1;_+HY<6,_^\?P MR]|fM?V=BUL.#*/ZLOXH_P!4_@.SO?E_|^O+VHQA=562RG|[&2,GV9?B'TK] M.>G:.3VGP9!66\H?".-
R?^(@9LY^T&8+X[|PE^!UM]MR|U#55)HB_Z]#X1|V<%]M=EU1O)(R_W(T>3Z+H'^S\.D%8H MB/G_.!'WRVNPE57NR=FQ5V;%78^&:2WD6:%BDB$,K*:$$="#XY*,C$V-B&,H
MB0HI@NSU7^5'GX^==+,5X1^DK6BR_P"6I^S)|/1O\K_6SVWL+M3\YCJ7]Y#Z MOZ7=+],X+V_V3^1RW#^ZG|/|$]8?\)3Y>YV=-SJWD79L5=FQ5V;%79L5=FQ5V
M;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=A5YB\NZ?YIT]|-U).<+|@_M(W M9T/9A_8=LP-
7I(:|'QY:8/V>8<_1ZS)I,@R8S4A\I#^;+R=GD|SSY&U#R/!:MM;H<[=ZF&8#X77^##]!?X9X;VEV;/13X9;Q/TR_G?M|P^_=E|J8|?CXHJ2'U
MPZQ/_$]TG9%\TSO79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7 M9L5=FQ5V;%79L5=FQ5V;%78>^4_-FH^3M174-/;?I)&?LR+W5A^H_LYLM#KL
MFCR<@U^/68^.'^=:'K$_CYOS_VCV=DT.3P\G^;+^&<>\?I'1V" MV;5U+LV*NS8fJ-BKLV*NS8fJ-BKL1NK6&]A>YN462&12KHP|&!Z@C*\F.9(F M.A8/.-D)RQR$HFI#<$=:'9YA_-
'\KIO)TQO\ 3PTFD2-L>IB)_8?_"?Y^@_ M%U\7[9[%.C/#?$?]A_1E^B7X/N787;L=;'P\FV8?]+/Z4?]!]#LYKG(O:.. MS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-
BKLV*NS8fJ/;^AV_U32[2W_WW!$OW{!GT M?I8\,*>Z(^V5/J[\>64N^4C_LB|!^9,B.S8fJ-BKLV*NS8fJ-BKLV*NS8J M[-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-
BKLV*NS8fJ-BKL MV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8 MJ[-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BK
MLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS MJ[-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-B MKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-
BKLV*NS8fJ-BKLV*NS8fJ[_?\Y$_ M\<2R_P"8D_|$#GGWM9_=0_K?ITOH_L=_?3_ *G^^=GG3/\GV-V;%79L5=FQ M5V;%79L5=G__T/G_ (f^_LV*NS8fJ-BKLV*NS8fJ/!?
#CM_P <2|_YB1_Q M 9ZS{)_W4_ZW^]#XWl8_WT/ZG^^=G8\|!?.79L5=FQ5V;%79L5=FQ5V;%79L
M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5 MV;%79L5=FQ5V;%79L5=FQ5VKQKL>@F_9;_"OY'_V+;?
9X{MKL4:L>)#;*/|GY'S_FR_{7L+MTZ(^'DWPG_I7_M_2C_ $?YT?B//9Y?NK6:RF>WN$;,:-BK{PH01U!&>,S@8$QD*(YA]QA,3 E$
MV#N"'8ED&QV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5
MV;%79L5=FQ5V;%79L5=FQ5V;%79L5=@O2|,NM9O(K"R0R7$S!$4=R?X#N."!R3-1B+)=GL3R9Y6M_)VC0Z5!1F4_=G:*.CQ#&/\X_SI=3^.C\Z=I.^6MS'++KM$?
S8#Z1^OS=A_FU=0|-BKLV M*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV*NS8fJ-BKLV

*M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%78>^4_-FH^3M174-/;?I)&?LR+W5 MA^H_LYLM#KLFCR<3_ M #9?PSCWC|(Z.P^S:NI=FQ5V;%79L5=FQ5V;%79L5=G*_P J/*JZQH8U>%?] M*L=R1U;3&C#_ &)HW_!9P_M-H?%P^*/JQ_[CK\OJ^;WOLKKSAS^"?IR_]-:] M/^F^G_2NSS+GCK[:[-BKLV*NS8JI-BKL-/+>BR^8M6MM+A^U<2*E? ?M=_L5 MJ_'=L=N1T8X(>K+]D/ZW_$O9]B]@2U\2?IP M_P"RR?U?+^E\G9YGU;5[I7;M[I496FN'ZLQK] \ ,P&V>/9\\\\N.9XI'O?; M-/IX;> AC C$=):Y/_ "\XUWSHP>RB].T!HT\OPH/&G=SI+]-,VN@]S:S> M]A^7T_\>^#]>T>V<&AVF;G _,CO/ CO^<[.V>7 _,A_+N*KZFTE],.M24C MK[*IY?\ !/GHND|F,&/?)>0_Z6/R' %/F.L]H1EVQUBC_H_P"FEM\HNR?6 M'EC1-*4+965O$!_+$M?OI7.HQ:'#B^B$8_ /)YM=FS?7.\QX\0=LU.'//#(3@>&0ZAW.?3PSQ,,@$HGH79Z8_+3\U[;SB-MJZ?]'&'5E'0;)*!U*>#>*?2OM[!V/VY'5_N\GIR_9/\ ]^?]'\#Q/MOL"6B_ M>8 5A_V6/^M_1 I?-V=*SLGBG9L5=FQ5V;%79L5=FQ5V;%79QS_G(G_CB67_ M #$G_B!SS[VL_NH?UO\ >E]'JCO[Z?\ 4_WSL\Z9Y,^QNS8JI-BKLV*NS8JI M-BKL]7Y_P""OO|-BKLV*NS8JI-BKLV*NST7_P XI?\ '$O?^8D?\0&>L^R? MIU/^M_O0^-^V/!]#^I_OG9V//07SEV;%79L5=FQ5V;%79L5=FQ5V;%79L5=F MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;% M79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79S;\T?RNA\XPG4-/"QZO&NQZ"8 M#]EO\K^1_P#8MMIGCNVNQ1QXF/,*/\ 9^1_P"+\#M>PNW3HCX>3?"?^E? M]*/]^=:'XCSV>7[]UFLIGM[A&CFC8JRL*$$=01GC,X&!,9"B.8?<83$P)1-@ M\B'8ED&QV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5= MFQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V; M%79L5=FQ5V;%78O9V=QJ%PEK;HTD\C!4114DGL,LQXY9)",1!9-6D7XFZB('1A/\ G<~_0?#U]H[&[&CHX\<] M\[_V'I&/Z2^%]N=N2UTN"'IPQY#^? _2E_O8_I=G1,ZUXYV;%79L5=FQ5V;%7 M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=F MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V; M 79L5=FQ5V%7F+R[I_FG3WTW4DYPON#^TC=G0|F'|AVS U>DAJH"D%@_9YCS M<_1ZS)I,@R8S4A\I#^;+R=GD[SSY&U#R/]!M;H<[=ZF&8#X77^##]I?X9X;V EV;/13X9;Q/TR_G?M[P^_=E!J8!?CXHJ2'UPZQ/__!/<79%\TSO79L5=FQ5V M;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%78> M^4_-FH^3M174-/;?I)&?LR+W5A^H_LYLM#KLFCR<@U^/68^,' M^='K$_CYOS_VCV=DT.3P\G^;+ ^&<>\;?I'1V'V;5U+LV*NS8JI-BKLV*NS8JI M]]9QZC;RVFSI0PEQ@2'46I$L@S=FQ5V;%79L5=G1A\EHO^R,>C^RNBN4LYZ>B/O_B_5\2^8>U^NJ,=/"+ MUS_JCZ!\3O\ YKL]GJ;Y((-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKL MV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8 MJI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BKLV*NS8JI-BK MLV*NS8JI-BKLV*NS8JI-BKLV*NR_FE^82>2-.$5]0VJ7 (A M7KP'0RL/;IG^9O93G*]MI[C18ZC__'D_I_H_T_U>?Q>M!"I(,OR7+^ZA]?\ M2_H#_?=P] [L\IW%Q+=RO/.Q>5V+,S&I).Y).>)3D9DR.Y/-]ZA 0 C$4\L [M.P?E7^4(UI4UO7T(LC1H8#L9?\INXC\/Y_\ 5^UWG8G8/CUES?1_##^;?YG^C M_NO=S\[I>]HO)PX#Z_XY_ZG_1C_ $_]S_6Y;.^7=[IWE^S]6Y>.ULXJ"":* MB@[*/ 9ZCDR8[/"Y$0@AV(?)L>+)]9U$&A!]#](S9"0 M.X=800:+LJ6*.>-HI5#QL"&5A4$'L0>HP2B)"CN%C(Q-C8AV>>_S4_*.:0DF MM^7T)M!5IH!N8QW=.YC\5_8_U?L^4]M|@^:"#FP_1_%#^;YQ_H_]GW8=G]K\|_S"7SMIQANR!|EL)1TYKT$H'OT?P;__%AGMG8G:OYR M'#+^\A]7|+ ^G^OS^#X-V!V.=#DN'!U/Z? Z)_F?\ $^7N=G0,ZMY%%;%79L5= MFQ5V;%79L5=G'\ G(G_ (XEE_S$G_B!SS[VL_NH?UO|Z7T?V._OI_U/!\|/ M.F>3/L;LV*NS8JI-BKLV*NS8JI/_UOG_ (]^_LV*NS8JI-BKLV*NS8JI/1?_ M #CM_P <2|_YB1_Q 9ZS|)_W4_ZW^]#XWI8_WT/ZG^^=G8\|!?.79L5=FQ5V M;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5 MVKQKL>@F_9;_*_D?_ &+;?9X[MKL4:L>)CVRC_9^1 M_YLOP.U["!=.B/AY- \)_P"E?1*/]^=:'XCSV>7[]UFLIGM[A&CFC8JZ,*$$ M=01GC,X&!,9"B.8?<83$P)1-@(@AV)9!L=FQ5V;%79L5=FQ5V;%79L5=FQ5V M;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L M5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5 MVKQKL>@F_9;_*_D?_ &+;?9X[MKL4:L>)CVRC_9^1 M_YLOP.U["!=.B/AY-\) Z5_TH_T?:MYT?B//9Y@NK6:RF>WN$;.:-B MKHPH01U!&>,S@8$QD*(YA)QA,3 E$Y#N"'8ED&QV;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7 M9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79

M[=ZF&8#X77^##|I?X9X,VEV;/13X9;Q/TR_G?M[P^_=E!]8]?CXH]2'UPZQ/`M_$]Q=D7S3.]=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V
M;%79L5=FQ5V;%79L5=AIY3\V:CY.U%=0T]M^DD9^S(O=6'ZC^SFRT.NR:/)Q MP^(Z2'<75]H=GX];C./(/ZLOXH2_G1_&[L]9^4?-VG><].74-/;?821D_%&W M\K?
\;M^UGN>@U^/68^.'^=`K$_CYOS_VCV?DT.3P\G^;+^&<>\|?I'1V'V;5U M+LV*NPLO/+^EW]_!JES;I)>6U1%(1NM?UT_9K]G]G,+)I,>28R2B#.'TR_'X M'1SL>LRX_|=?
YW5V&>9K@NS8]I-BKLV*NS8]I-BKLV*NS8]I- MBKLV*NS8]I-BKLV*NS8]I-BKLV*NS8]I-BKLV*NS8]I-BKLV*NS8]I-BKLV* MNS8]I-BKLV*NS8]I-BKLV*NS8]I-BKLV*NS8]I-BKLV*NS8]I-BKLV*NS8]I-BKLV*NS8]I-BKLV*NS8]I-BKLV*NS8]I-BKLV*NS8]I-BKLV*NS8]I-BKLV*NS8]I-BKLV*NS8]I-BKL M\P?GS!HLO-9N0/@NH(Y ?=1Z9_XAGB_M-AX-3Q?SX@_+T_[U]R]E,_'I>'^9 M*4?GZ_|?.R.?EEJRZ-
YLL+ES2.RB-C[2 Q_\;9]>Q_@ZF$O/A_T_I_2[GM MO3^/I9Q'(AXA_F>Ol#L!A';/?7YT=FP]I_>_G;_RA=U_ODA_Y.#.3]H_\4E[MX_IH/7^S'^.1TIOR79Y6B^VOS&>)OYOO.N3LU+]D?
(9]+A^6"[^[7|$M?, M>FSZ7>BL,Z\2>ZG]EA[?B&8>]TT=3C..?*0_!^#F:352TV2.6'U1/S[X_YS M[\;^8-#NO+>I3Z7>"DT#E3X$?LL/9A\0SY^U6FEI\AQSYQ/X/Q?!#2:],JQO
MRP^F0_ ^)V>C?R8\|?XETO[%WCUU"S4"I.\D716]ROV6_V)IYZS[/=I_FS.'CU/%_,B9?]W M_?.I]|L_AZ7A_P!4E&/^_P#]Z[/4.>TOACLV*NS8]I-BKLV*NSCG_.1/_'$L
MO^8D_P#$#GGWM9_=0_K?[TOH_I=_?3_]?[YV>=,\F?8W9L5=FQ5V?__5^?\ MBK[^S8]I-BKLV*NS8]I-BKL]%_|...W_!Q+W_F)'_$!GK/LG_=3_K?'IT/C? MMC_?0_]?
]YV=CST%\Y=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79 ML5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ
M5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=G-OS1_*MZ'SC"=0T\+']\;['H)@/V6_ROY'_-BVWV>.[:[%&K'B0VRC_9^1_YLOP.U M["[=.B/AY-
\)_P"E?]*/]'^=`XCSV>7[IUFLIGM[A&CFC8JZ,*$$=01GC,X& M!,9"B.8?<83$P)1-@[@AV)9!L=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=F
MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=B]G9W&HW"6MJC23R,%1%%22>PRS'MCEDD(Q%R/(-63)"$RD>&,=R2I/4?Y8_EC;^2K<7EX%DU:1?B;]((@?V$_P"-
MWH]\/7VCL:L:.CCQSWRG_8?T8_I+X7VYVY+72X(>G#'D/Y_]*7^]C^EV=$S MKGCG9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79
ML5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ M5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%7
M9L5=FQ5V;%79L5=FQ5V;%79L5=A5YB\NZ?YITI]-U).<+!]#^TC=G0]F'1AVS M-U>DAJH"D%@_9YAS[\K,FDR#)C-2'RD/YLO)V>3O//D;4/(^H&UNASMWJ89 M@/A=?
X,/VE_AGAO:79L]%/AEO$_3+^=^WO#[.P!E]J8]?CXH]2'UPZQ/_$]Q M=D7S3.\=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79 ML5=FQ5V;%79:JSL%4$L30
=2<(%I)DK#N_M^Q_K=/8.P.R):4>++DL3D/I_FQ_I;?TO]R^*>T';4=6;"QT80/U_S MI?'I.Z/\ NO<[.K9W+P+LV*NS8]I-BKLV*NS8]I-BKLV*NS8]I-BKLV*NS8]I-BKLV*NS8]I-BKLV*NS8]I-
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BKLV*NS8]I-BKLV*NP-J-A;Z MK;2V-TO*'=&C<>$"ARC-BCE@82Y2%%OPY989B_`-7EVY\JZM/I M5T/BB;X6[.AW5Q_K+GSYK=)+2Y3CE_#_`+*/23]):#61U>*.6/\ $/\ 2R_B
MC\'9_R<!^KJV1%\W'3KL@.3TCDZ*_R/V7]J-^SG0=@=I_E_G;_.H7=?\ M&2[`_).#.4]H_P#%)>^/^Z#UWLQ_CD?=+_.5HOMK\QGB<>;|S+D[/=2_9 M'R&?2X?E@=NR\"93*KJ5<
J10@[@@!0^>$]LIG?D\Q ^B7JA_Q/^;]U/T'V'VG^>P G^\AZ+`T':?YK)P0_N\?^RE_.`1'X]|[MGI-]DG28_$F/WF3_&$.D??UE^QV0GROY>NO-6K0:5.#X6HS=E4;LY]E7.=
MT6EEJLHQQ_B^P=9/3;]61TF*66?\(_TTOX8_%V>S--T^WTFSAL+5>,$"+&@] ME%/O\<^@\.&.& A'E$4'YNS9I9IFKQKL>@F_9;_*_D?_ &+;?9X[-MMKL4;L>)CVRC_9^1_YLOP.U["
[=.B/AY-\)_P"E?]*/]'^=`XCSV>7[IUFL MIGM[A&CFC8JRL*$$=01GC,X&!,9"B.8?<83$P)1-@[@AV)9!L=FQ5V;%79L5
M=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=G<AS<):V MJ-)/(P5$45))\[#+,>.620C$?(@U9,D<<3*1X8QW)+L]1_EC^6-OY*MQ>7@6
M35I^>)NHB!_83_C=^_0?#U!H[&[&CHX\<[\U_P!A_1C^DOA?;G;DM=+(@AZ<_M>0_G_P!*7^]C^EV=$SK7CG9L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=F
MQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=F

M79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5= MFQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V; M%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5=FQ5V;%79L5 M=FQ5V;%79L5=FQ5V;%79L5=A5YB\NZ?YIT]]-U).<+]#^TC=G0]F']AVS U> MDA]H''D%@_9YAS]'K,FDR#)C-2'RD/YLO)V>2O.WDV]\DZHUA=?%&?BAE VD M3L?F.C+V.>%=HZ">BR<$N7\,OYT?QS?H+LSM*&NQ>)'8\IQ_F2_'TEV1O-2[MEV;%79L5=FQ5V;%79L5=EJK.P502O- !U)P@7R036Y=GH[\I_P IUT%4UO6T M!U CE%$VXA! ;;_BW_B'^M]GUKL/L/P*S9AZ_P"&/\S_(___+GWOC7;_;_Y MB\,$_N_XY_ZIY#^A_NOZKLZ_G?OG;LV*NS8]F-BKLV*NS8]F-BKLV*NS8]F- MBKLV*NS8]F-BKLV*NS8]F-BKLV*NS8]F-BKLV*NS8]F-BKLV*NS8]F-BKLV* MNS8]F-BKLV*NS8]F-BKLV*NS8]F-BKLV*NS8]F-BKLV*NS8]F-BKLV*NS8]F M-BKLV*NS8]F-BKLV*NS8]F-BKLV*NS8]F-BKLV*NS8]F-BKLV*NS8]F-BKL M-BKLV*NS8]F-BKLV*NS8]F-BKLV*NS8]F-BKLV*NS8]F-BKLV*NS8]F

outstanding at end of period (in shares)Common Stock, Shares, Outstanding Sales taxes payableSales and Excise Tax Payable, Current Long-term operating lease liabilitiesOperating lease liabilitiesOperating Lease, Liability, Noncurrent Deferred revenueContract with Customer, Liability, Current In the U.S.UNITED STATES Other assetsOther Assets, Noncurrent Entity Tax Identification NumberEntity Tax Identification Number Leases [Abstract]Leases [Abstract] Gross Carrying AmountFinite-Lived Intangible Assets, Gross Intangible Asset, Finite-Lived [Table]Intangible Asset, Finite-Lived [Table] General redemption periodContract with Customer Liability, Average Redemption PeriodContract with Customer Liability, Average Redemption Period Total number of shares repurchasedTreasury Stock, Shares, Acquired Operating SegmentsOperating Segments [Member] Receivable Type [Axis]Receivable Type [Axis] Net cash provided by operating activitiesNet Cash Provided by (Used in) Operating Activities Cash Flows from Operating Activities:Net Cash Provided by (Used in) Operating Activities [Abstract] Treasury StockTreasury Stock, Common [Member] Equity Components [Axis]Equity Components [Axis] Other current assetsOther Assets, Current Award Timing MethodAward Timing Method [Text Block] Trading Arrangements, by IndividualTrading Arrangements, by Individual [Table] Trade namesTrade namesTrade Names [Member] Measurement Frequency [Axis]Measurement Frequency [Axis] Entity Common Stock, Shares OutstandingEntity Common Stock, Shares Outstanding Insider Trading Policies and Procedures [Line Items] Business Acquisition, Acquiree [Domain]Business Acquisition, Acquiree [Domain] Receivable [Domain]Receivable [Domain] Adjustment to Compensation, AmountAdjustment to Compensation Amount Paid-in capitalAdditional Paid in Capital, Common Stock Compensation AmountOutstanding Recovery Compensation Amount Primary SegmentPrimary Segment [Member]Primary Segment Card receivablesCredit Card Receivable [Member] Aggregate Change in Present Value of Accumulated Benefit for All Pension Plans Reported in Summary Compensation TableAggregate Change in Present Value of Accumulated Benefit for All Pension Plans Reported in Summary Compensation Table [Member] Entity Small BusinessEntity Small Business Company Selected Measure AmountCompany Selected Measure Amount Geographical [Axis]Geographical [Axis] Tabular List, TableTabular List [Table Text Block] Interest income and other, netInterest income and other, netInvestment Income, Interest and Dividend Preliminary Fair ValueFinite-Lived Intangible Assets Acquired Aggregate Grant Date Fair Value of Equity Award Amounts Reported in Summary Compensation TableAggregate Grant Date Fair Value of Equity Award Amounts Reported in Summary Compensation Table [Member] Anti-dilutive securities excluded from diluted weighted average common shares (in shares)Antidilutive Securities Excluded from Computation of Earnings Per Share, Amount 5-year Back-up Credit FacilityFive Year Back-Up Credit Facility Expiring July 2027 [Member]Five Year Back-Up Credit Facility Expiring July 2027 Credit Facility [Domain]Credit Facility [Domain] Cash and cash equivalents at beginning of periodCash and cash equivalents at end of periodCash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents Weighted average interest rateDebt, Weighted Average Interest Rate Summary of Assets and Liabilities Related to Operating and Finance LeasesAssets and Liabilities, Lessee [Table Text Block]Assets and Liabilities, Lessee [Table Text Block] Current assets:Assets, Current [Abstract] GoodwillGoodwill, balance at beginning of yearGoodwill, balance at end of yearGoodwill Consolidation Items [Axis]Consolidation Items [Axis] Indefinite-Lived Intangible Assets, Major Class Name [Domain]Indefinite-Lived Intangible Assets, Major Class Name [Domain] Other comprehensive income (loss), net of tax:Other Comprehensive Income (Loss), Net of Tax [Abstract] Share repurchase amountShare Repurchase Program, Authorized, Amount Maximum amount outstanding during periodShort-Term Debt, Maximum Month-end Outstanding Amount Other receivablesOther Receivable [Member]Other Receivable Treasury stock (in shares)Shares at beginning of period (in shares)Shares at end of period (in shares)Treasury Stock, Common, Shares Forgone Recovery due to Disqualification of Tax Benefits, AmountForgone Recovery due to Disqualification of Tax Benefits, Amount SRS AcquisitionSRS Acquisition [Member]SRS Acquisition Product and Service [Domain]Product and Service [Domain] Employee Stock OptionShare-Based Payment Arrangement, Option [Member] Goodwill [Roll Forward]Goodwill [Roll Forward] Fair Value Disclosures [Abstract]Fair Value Disclosures [Abstract] Other financing activitiesProceeds from (Payments for) Other Financing Activities Comprehensive incomeComprehensive Income (Loss), Net of Tax, Attributable to Parent Income taxes payableAccrued Income Taxes, Current Security Exchange NameSecurity Exchange Name Basis spread on variable rate (as a percent)Debt Instrument, Basis Spread on Variable Rate Award TypeAward Type [Axis] Total lease assetsOperating Lease and Finance Lease Right-Of-Use AssetsOperating Lease and Finance Lease Right-Of-Use Assets Net property and equipmentProperty, Plant and Equipment, Net Repayments of debtRepayments of Debt Total liabilitiesLiabilities Cash dividends per share (in dollars per share)Common Stock, Dividends, Per Share, Cash Paid Short-term debtShort-Term Debt Common stock, par value (in dollars per share)Common Stock, Par or Stated Value Per Share Forgone Recovery, Explanation of ImpracticabilityForgone Recovery, Explanation of Impracticability [Text Block] Weighted Average Useful Life (Years)Acquired Finite-Lived Intangible Assets, Weighted Average Useful Life Revolving Credit Facility Revolving Credit Facility [Member] Expiration DateTrading Arrangement Expiration Date Fair Value Measurements NonrecurringFair Value, Nonrecurring [Member] Lease assets obtained in exchange for new finance lease liabilitiesRight-of-Use Asset Obtained in Exchange for Finance Lease Liability Cash Flows from Investing Activities:Net Cash Provided by (Used in) Investing Activities [Abstract] Goodwill and Intangible Assets Disclosure [Abstract]Goodwill and Intangible Assets Disclosure [Abstract] Current operating lease liabilitiesOperating lease liabilitiesOperating Lease, Liability, Current Total Shareholder Return AmountTotal Shareholder Return Amount Common stock, issued (in shares)Shares at beginning of period (in shares)Shares at end of period (in shares)Common Stock, Shares, Issued OtherGoodwill, Other Increase (Decrease) Changes in income taxes payableIncrease (Decrease) in Income Taxes Payable Equity Awards Adjustments, FootnoteEquity Awards Adjustments, Footnote [Text Block] Maximum borrowing capacity of credit facilityLine of Credit Facility, Maximum Borrowing Capacity Concentration risk percentageConcentration Risk, Percentage Derivative agreements - liabilitiesDerivative Liability Summary of Repurchases of Common StockClass of Treasury Stock [Table Text Block] Insider Trading Policies and Procedures AdoptedInsider Trading Policies and Procedures Adopted [Flag] Debt instrument change of control redemption price (in percentage)Debt Instrument, Change Of Control, Redemption Price, PercentDebt Instrument, Change of Control, Redemption Price, Percent Accumulated depreciation and amortizationAccumulated Depreciation, Depletion and Amortization, Property, Plant, and Equipment Debt Instrument [Line Items]Debt Instrument [Line Items] Named Executive Officers, FootnoteNamed Executive Officers, Footnote [Text Block] Common stock, authorized (in shares)Common Stock, Shares Authorized TotalDerivative Assets (Liabilities), at Fair Value, Net Payments for businesses acquired, netPayments to Acquire Businesses, Net of Cash Acquired Basis of PresentationBasis of Accounting, Policy [Policy Text Block] Diluted weighted average common shares (in shares)Diluted weighted average common shares (in shares)Weighted Average Number of Shares Outstanding, Diluted MNPI Disclosure Timed for Compensation ValueMNPI Disclosure Timed for Compensation Value [Flag] Fiscal 2024 - remainingFinite-Lived Intangible Asset, Expected Amortization, Remainder of Fiscal Year Long-term Debt, Type [Axis]Long-Term Debt, Type [Axis] Total stockholders' equityBalance at beginning of periodBalance at end of periodEquity, Attributable to Parent Summary of Supplemental Non-Cash Information Related to LeasesSchedule of Cash Flow, Supplemental Disclosures [Table Text Block] Treasury stock, at cost, 806 shares at July 28, 2024 and 804 shares at January 28, 2024Treasury Stock, Value Senior Notes Due June 25, 2054, 5.300% Eighth TrancheSenior Notes Due June 25, 2054, 5.300% Eighth Tranche [Member]Senior Notes Due June 25, 2054, 5.300% Eighth Tranche Interest expenseInterest expenseInterest Expense, Nonoperating Schedule of Goodwill Schedule of Goodwill [Table Text Block] Concentration Risk Type [Domain]Concentration Risk Type [Domain] New Accounting Pronouncements or Change in Accounting Principle [Table]Accounting Standards Update and Change in Accounting Principle [Table] Selling, general and administrativeSelling, General and Administrative Expense Fair Value Measurements RecurringFair Value, Recurring [Member] Receivables, netReceivables, netAccounts Receivable, after Allowance for Credit Loss, Current ProductsProduct [Member] Pension Adjustments Prior Service CostPension Adjustments Prior Service Cost [Member] Document Fiscal Period Focus Document Fiscal Period Focus All Executive CategoriesAll Executive Categories [Member] Effect of potentially dilutive securities (in shares)Incremental Common Shares Attributable to Dilutive Effect of Share-Based Payment Arrangements Fiscal 2026Finite-Lived Intangible Asset, Expected Amortization, Year Two Changed Peer Group, FootnoteChanged Peer Group, Footnote [Text Block] Expected tax deductible amount of goodwillBusiness Acquisition, Goodwill, Expected Tax Deductible Amount AssetsAssets [Abstract] Total other comprehensive income (loss), net of taxOther Comprehensive Income (Loss), Net of Tax Document TypeDocument Type Derivative Contract [Domain]Derivative Contract [Domain] Commercial PaperCommercial Paper [Member] Pension Benefits Adjustments, FootnotePension Benefits Adjustments, Footnote [Text Block] Total Shareholder Return Vs Peer GroupTotal Shareholder Return Vs Peer Group [Text Block] Property and LeasesProperty And Leases [Text Block]The entire disclosure for properties and leases. Schedule of Finite-Lived Intangible Assets, Future Amortization ExpenseSchedule of Finite-Lived Intangible Assets, Future Amortization Expense [Table Text Block] Indefinite-lived intangible assetsIndefinite-Lived Intangible Assets (Excluding Goodwill) Senior notesSenior Loans [Member] Intangible asset amortizationAmortization of Intangible Assets Equity Valuation Assumption Difference, FootnoteEquity Valuation Assumption Difference, Footnote [Text Block] Net Carrying AmountFinite-Lived Intangible Assets, Net Outside the U.S.Non-US [Member] Accounts payableAccounts Payable, Current Liabilities:Liabilities [Abstract] Accounting Policies [Abstract]Accounting Policies [Abstract] Unamortized discountDebt Instrument, Unamortized Discount OtherOther Finite Lived Intangible Assets [Member]Other Finite Lived Intangible Assets AcquisitionsBusiness Combination Disclosure [Text Block] Current Fiscal Year End DateCurrent Fiscal Year End Date PEO NamePEO Name Finance lease asset accumulated amortizationFinance Lease, Right-of-Use Asset, Accumulated Amortization Supplier finance programSupplier Finance Program, Obligation Non-Rule 10b5-1 Arrangement TerminatedNon-Rule 10b5-1 Arrangement Terminated [Flag] Earnings before provision for income taxesIncome (Loss) from Continuing Operations before Income Taxes, Noncontrolling Interest All Award TypesAward Type [Domain] Non-PEO NEO Average Total Compensation AmountNon-PEO NEO Average Total Compensation Amount NameOutstanding Recovery, Individual Name Cash and cash equivalentsBusiness Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Cash and Equivalents Shares issued under employee stock plans, netShares Issued, Shares, Share-Based Payment Arrangement, after Forfeiture Disaggregation of Revenue [Line Items]Disaggregation of Revenue [Line Items] Rebate receivablesRebate Receivables [Member]Rebate Receivables Compensation Actually Paid vs. Company Selected MeasureCompensation Actually Paid vs. Company Selected Measure [Text Block] Non-PEO NEONon-PEO NEO [Member] Change in cash and cash equivalentsCash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents, Period Increase (Decrease), Excluding Exchange Rate Effect Paid-in CapitalAdditional Paid-in Capital [Member] Hedging Relationship [Axis]Hedging Relationship [Axis] Finance lease liabilitiesFinance Lease, Liability, Noncurrent Expiration periodLine of Credit Facility, Expiration Period Schedule of Accounts, Notes, Loans and Financing ReceivableSchedule of Accounts, Notes, Loans and Financing Receivable [Table Text Block] Award Timing PredeterminedAward Timing Predetermined [Flag] Repayments of long-term debtRepayment of Long-Term Debt, Long-Term Lease Obligation, and Capital Security Cash dividendsPayments of Ordinary Dividends, Common Stock Deferred Tax LiabilitiesBusiness Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Deferred Tax Liabilities Debt instrument redemption price (in percentage)Debt Instrument, Redemption Price, Percentage Customer relationshipsCustomer Relationships [Member] Recent Accounting PronouncementsNew Accounting Pronouncements, Policy [Policy Text Block] Diluted earnings per share (in dollars per share)Earnings Per Share, Diluted Changes in merchandise inventoriesIncrease (Decrease) in Retail Related Inventories Finite-Lived Intangible Assets by Major Class [Axis]Finite-Lived Intangible Assets by Major Class [Axis] Accumulated AmortizationFinite-Lived Intangible Assets, Accumulated Amortization Summary of Weighted Average Number of SharesSchedule of Weighted Average Number of Shares [Table Text Block] NameMeasure Name Entity Interactive Data CurrentEntity Interactive Data Current Restatement does not require RecoveryRestatement Does Not Require Recovery [Text Block] 2025 and 2026 Senior NotesSenior Notes Due December 2025 and Due June 2026 [Member]Senior Notes Due December 2025 and Due June 2026 Number of operating segmentsNumber of Operating Segments Cash paid for income taxesIncome Taxes Paid New Accounting Pronouncements or Change in Accounting Principle [Line Items]New Accounting Pronouncements or Change in Accounting Principle [Line Items] Summary of Assets and Liabilities Measured at Fair Value on a Recurring BasisSchedule of Fair Value, Assets and Liabilities Measured on Recurring Basis [Table Text Block] Disaggregation of Revenue [Table]Disaggregation of Revenue [Table] Statement of Financial Position [Abstract]Statement of Financial Position [Abstract] Changes in receivables, netIncrease (Decrease) in Receivables Stock-based compensation expenseShare-Based Payment Arrangement, Noncash Expense 2022 Share Repurchase ProgramTwo Thousand Twenty-Two Share Repurchase Program [Member]Two Thousand Twenty-Two Share Repurchase Program Merchandise inventoriesBusiness Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Inventory Senior Notes Due June 25, 2029 , 4.750% Fifth TrancheSenior Notes Due June 25, 2029 , 4.750% Fifth Tranche [Member]Senior Notes Due June 25, 2029 , 4.750% Fifth Tranche Provision for income taxesIncome Tax Expense (Benefit) Interest and other (income) expense:Nonoperating Income (Expense) [Abstract] Debt instrument interest rate (in percentage)Debt Instrument, Interest Rate, Stated Percentage Notional amountDerivative, Notional Amount Derivative agreements - assetsDerivative Asset Supplemental Disclosures:Supplemental Cash Flow Information [Abstract] Net salesNet salesNet salesRevenue from Contract with Customer, Excluding Assessed Tax ServicesService [Member] Interest and other, netNonoperating Income (Expense) Statement of Comprehensive Income [Abstract]Statement of Comprehensive Income [Abstract] Concentration Risk Benchmark [Domain]Concentration Risk Benchmark [Domain] 2023 Share Repurchase ProgramTwo Thousand Twenty-Three Share Repurchase Program [Member]Two Thousand Twenty-Three Share Repurchase Program Net cash used in investing activitiesNet Cash Provided by (Used in) Investing Activities Operating incomeOperating incomeOperating Income (Loss) Business Acquisition [Line Items]Business Acquisition [Line Items] Number of reportable segmentsNumber of Reportable Segments Total liabilities and stockholders' equityLiabilities and Equity Rule 10b5-1 Arrangement TerminatedRule 10b5-1 Arrangement Terminated [Flag] All Adjustments to CompensationAll Adjustments to Compensation [Member] Fair Value Hierarchy and NAV [Axis]Fair Value Hierarchy and NAV [Axis] Accrued salaries and related expensesEmployee-related Liabilities, Current Commitments and Contingencies Disclosure [Abstract]Commitments and Contingencies Disclosure [Abstract] Finite-Lived Intangible Assets, Major Class Name [Domain]Finite-Lived Intangible Assets, Major Class Name [Domain] Current installments of long-term debtLong-Term Debt and Lease Obligation, Current Lease assets obtained in exchange for new operating lease liabilitiesRight-of-Use Asset Obtained in Exchange for Operating Lease Liability Underlying Security Market Price ChangeUnderlying Security Market Price Change, Percent Individual:Individual [Axis] Common stock, par value $0.05; authorized: 10,000 shares; issued: 1,799 shares at July 28, 2024 and 1,796 shares at January 28, 2024; outstanding: 993 shares at July 28, 2024 and 992 shares at January 28, 2024Common Stock, Value, Outstanding Accumulated Other Comprehensive Income (Loss)AOCI Attributable to Parent [Member] Merchandise inventoriesInventory, Net Fair value agreementsFinancial Instruments, Owned, Derivatives and Other Contractual Agreements, at Fair Value Long-term Debt, Type [Domain]Long-Term Debt, Type [Domain] 364-day Back-up Credit FacilityBackup Credit Facility [Member]Backup Credit Facility Product and Service [Axis]Product and Service [Axis] Entity Address, State or ProvinceEntity Address, State or Province Statement [Line Items]Statement [Line Items] Total lease liabilitiesOperating Lease and Finance Lease LiabilitiesOperating Lease

and Finance Lease Liabilities Erroneous Compensation AnalysisErroneous Compensation Analysis [Text Block] Roofing ProductsRoofing Products [Member]Roofing Products ThereafterFinite Lived Intangible Assets Amortization Expense After Year FourFinite Lived Intangible Assets Amortization Expense After Year Four Operating expenses:Operating Expenses [Abstract] Equity, Class of Treasury Stock [Line Items]Equity, Class of Treasury Stock [Line Items] Compensation Actually Paid vs. Total Shareholder ReturnCompensation Actually Paid vs. Total Shareholder Return [Text Block] Total preliminary purchase considerationBusiness Combination, Consideration Transferred Liabilities and Stockholders' EquityLiabilities and Equity [Abstract] Restatement Determination DateRestatement Determination Date Summary of Assets and Liabilities Measured at Fair Value on a Nonrecurring BasisFair Value, Liabilities Measured on Recurring and Nonrecurring Basis [Table Text Block] Adoption DateTrading Arrangement Adoption Date Pay vs Performance DisclosurePay vs Performance Disclosure [Table] Operating lease right-of-use assetsOperating lease assetsOperating Lease, Right-of-Use Asset Erroneously Awarded Compensation RecoveryErroneously Awarded Compensation Recovery [Table] Other long-term liabilitiesBusiness Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Noncurrent Liabilities, Other Segments [Axis]Segments [Axis] Change in Fair Value as of Vesting Date of Prior Year Equity Awards Vested in Covered YearChange in Fair Value as of Vesting Date of Prior Year Equity Awards Vested in Covered Year [Member] Derivative Instrument [Axis]Derivative Instrument [Axis] Exercise PriceAward Exercise Price Weighted Average Common SharesEarnings Per Share [Text Block] Arrangement DurationTrading Arrangement Duration Customer receivablesTrade Accounts Receivable [Member] Goodwill And Intangible AssetsGoodwill and Intangible Assets Disclosure [Text Block] Number of back-up credit facilitiesLine Of Credit, Number Of Back-Up Credit FacilitiesLine Of Credit, Number Of Back-Up Credit Facilities Peer Group Issuers, FootnotePeer Group Issuers, Footnote [Text Block] Segments [Domain]Segments [Domain] Material Terms of Trading ArrangementMaterial Terms of Trading Arrangement [Text Block] Total cost of shares repurchasedTreasury Stock, Value, Acquired, Cost Method After NettingTreasury Stock, Value, Acquired, Cost Method After Netting Fiscal 2028Finite-Lived Intangible Asset, Expected Amortization, Year Four All IndividualsAll Individuals [Member] PEOPEO [Member] NameTrading Arrangement, Individual Name Statement of Stockholders' Equity [Abstract]Statement of Stockholders' Equity [Abstract] Intangible assets, netTotal Intangible, NetIntangible Assets, Net (Excluding Goodwill) Business Combination, Asset Acquisition, and Joint Venture Formation [Abstract] Awards Close in Time to MNPI Disclosures, TableAwards Close in Time to MNPI Disclosures [Table Text Block] Fair value of common stock issuedStock Issued Prior Year End Fair Value of Equity Awards Granted in Any Prior Year that Fail to Meet Applicable Vesting Conditions During Covered YearPrior Year End Fair Value of Equity Awards Granted in Any Prior Year that Fail to Meet Applicable Vesting Conditions During Covered Year [Member] Aggregate Erroneous Compensation AmountAggregate Erroneous Compensation Amount Proceeds from Issuance of Senior Long-Term DebtProceeds from Issuance of Senior Long-Term Debt Local Phone NumberLocal Phone Number Total Intangible AssetsIntangible Assets, Gross (Excluding Goodwill) Aggregate Erroneous Compensation Not Yet DeterminedAggregate Erroneous Compensation Not Yet Determined [Text Block] Total liabilities assumedBusiness Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Liabilities Total operating expensesOperating Expenses Deferred income taxesDeferred Income Tax Liabilities, Net OtherOther Segment [Member]Other Segment Repurchases of common stock (in shares)Stock Repurchased During Period, Shares Long-term:Liabilities, Noncurrent [Abstract] PEO Total Compensation AmountPEO Total Compensation Amount Intangible assetsBusiness Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Finite-Lived Intangibles Carrying value of senior notesSenior Notes Share Repurchase Program [Domain]Share Repurchase Program [Domain] ContingenciesCommitments and Contingencies Disclosure [Text Block] Debt Disclosure [Abstract]Debt Disclosure [Abstract] Common StockCommon Stock [Member] Measure:Measure [Axis] Shares issued under employee stock plans, netShares Issued, Value, Share-Based Payment Arrangement, after Forfeiture Forgone Recovery due to Expense of Enforcement, AmountForgone Recovery due to Expense of Enforcement, Amount Schedule of Business Acquisitions, by Acquisition [Table]Schedule of Business Acquisitions, by Acquisition [Table] Senior Notes Due June 25, 2027, 4.875% Fourth TrancheSenior Notes Due June 25, 2027, 4.875% Fourth Tranche [Member]Senior Notes Due June 25, 2027, 4.875% Fourth Tranche Entity Emerging Growth CompanyEntity Emerging Growth Company Indefinite-Lived Intangible Assets [Axis]Indefinite-Lived Intangible Assets [Axis] Segment Reporting [Abstract] Entity Central Index KeyEntity Central Index Key Non-GAAP Measure DescriptionNon-GAAP Measure Description [Text Block] Non-PEO NEO Average Compensation Actually Paid AmountNon-PEO NEO Average Compensation Actually Paid Amount Finance lease assetsFinance Lease, Right-of-Use Asset, after Accumulated Amortization Stockholders' EquityEquity [Text Block] Changes in accounts payable and accrued expensesIncrease (Decrease) in Accounts Payable and Accrued Liabilities Award Timing, How MNPI ConsideredAward Timing, How MNPI Considered [Text Block] Equity Component [Domain]Equity Component [Domain] Class of Treasury Stock [Table]Class of Treasury Stock [Table] Additional 402(v) DisclosureAdditional 402(v) Disclosure [Text Block] Stock-based compensation expenseAPIC, Share-Based Payment Arrangement, Increase for Cost Recognition Entity Shell CompanyEntity Shell Company Entity Incorporation, State or Country CodeEntity Incorporation, State or Country Code TitleTrading Arrangement, Individual Title Statement [Table]Statement [Table] Fair Value, Measurement Frequency [Domain]Measurement Frequency [Domain] Consolidation Items [Domain]Consolidation Items [Domain] City Area CodeCity Area Code Current liabilities:Current Liabilities, Current [Abstract] Cash paid for interest, net of interest capitalizedInterest Paid, Excluding Capitalized Interest, Operating Activities Insider Trading Policies and Procedures Not AdoptedInsider Trading Policies and Procedures Not Adopted [Text Block] Capital expendituresPayments to Acquire Productive Assets Fair Value (Level 1)Fair Value, Inputs, Level 1 [Member] Concentration Risk Benchmark [Axis]Concentration Risk Benchmark [Axis] Foreign currency translation adjustmentsForeign currency translation adjustments, net of taxOther Comprehensive Income (Loss), Foreign Currency Transaction and Translation Adjustment, Net of Tax Total current assetsAssets, Current Statement of Cash Flows [Abstract]Statement of Cash Flows [Abstract] Senior NotesSenior Notes [Member] Repurchases of common stockPayments for Repurchase of Common Stock Net sales since acquisitionBusiness Combination, Pro Forma Information, Revenue of Acquiree since Acquisition Date, Actual Senior Notes Due December 24, 2025, Floating Rate, First TrancheSenior Notes Due December 24, 2025, Floating Rate, First Tranche [Member]Senior Notes Due December 24, 2025, Floating Rate, First Tranche Schedule of Long-term Debt Instruments [Table]Schedule of Long-Term Debt Instruments [Table] HardlinesMajor Product Line - Hardlines [Member]Major Product Line - Hardlines [Member] ReceivablesReceivable [Policy Text Block] Schedule of Segment Reporting Information, by Segment [Table]Schedule of Segment Reporting Information, by Segment [Table] Earnings Per Share [Abstract]Earnings Per Share [Abstract] Summary of Net Sales by Products and ServicesRevenue from External Customers by Products and Services [Table Text Block] Equity [Abstract]Equity [Abstract] Retained earningsRetained Earnings (Accumulated Deficit) Senior Notes Due June 25, 2064, 5.400% Ninth TrancheSenior Notes Due June 25, 2064, 5.400% Ninth Tranche [Member]Senior Notes Due June 25, 2064, 5.400% Ninth Tranche Aggregate AvailableTrading Arrangement, Securities Aggregate Available Amount Equity Awards AdjustmentsEquity Awards Adjustments [Member] June 2024 IssuanceJune 2024 Issuance [Member]June 2024 Issuance Net cash provided by (used in) financing activitiesNet Cash Provided by (Used in) Financing Activities Underlying SecuritiesAward Underlying Securities Amount Deferred revenueDeferred Revenue, Current Credit Facility [Axis]Credit Facility [Axis] Cash dividendsDividends, Common Stock, Cash Amendment FlagAmendment Flag Fair 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Value as of Grant DateAward Grant Date Fair Value Fair Value (Level 2)Fair Value, Inputs, Level 2 [Member] Issuance costsDebt Issuance Costs, Net Debt and Derivative InstrumentsDebt Disclosure [Text Block] Fair Value Hierarchy and NAV [Domain]Fair Value Hierarchy and NAV [Domain] Geographical [Domain]Geographical [Domain] Schedule of Indefinite-Lived Intangible AssetsSchedule of Indefinite-Lived Intangible Assets [Table Text Block] Recovery of Erroneously Awarded Compensation Disclosure [Line Items] Debt instrument face amountDebt Instrument, Face Amount Summary of Net Sales by Major Product LineDisaggregation of Revenue [Table Text Block] Proceeds from short-term debt, netProceeds from Short-Term Debt Entity Address, Postal Zip CodeEntity Address, Postal Zip Code Interest Rate SwapInterest Rate Swap [Member] Restatement Determination Date:Restatement Determination Date [Axis] Title of 12(b) SecurityTitle of 12(b) Security Concentration Risk Type [Axis]Concentration Risk Type [Axis] 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Other investing activitiesPayments for (Proceeds from) Other Investing Activities Year-over-Year Change in Fair Value of Equity Awards Granted in Prior Years That are Outstanding and UnvestedYear-over-Year Change in Fair Value of Equity Awards Granted in Prior Years That are Outstanding and Unvested [Member] Finite-Lived Intangible Assets [Line Items]Finite-Lived Intangible Assets [Line Items] Summary of Reconciliation of the Number of Shares of our Common Stock Outstanding and Cash Dividends Per ShareSchedule of Common Stock Outstanding Roll Forward [Table Text Block] Indefinite-Lived Intangible Assets [Line Items]Indefinite-Lived Intangible Assets [Line Items] Cash Flows from Financing Activities:Net Cash Provided by (Used in) Financing Activities [Abstract] Year-end Fair Value of Equity Awards Granted in Covered Year that are Outstanding and UnvestedYear-end Fair Value of Equity Awards Granted in Covered Year that are Outstanding and Unvested [Member] Depreciation and 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Measured on Recurring and Nonrecurring Basis [Line Items] Summary of Net Sales, Classified by GeographyRevenue from External Customers by Geographic Areas [Table Text Block] Entity Address, City or TownEntity Address, City or Town Schedule of Recognized Identified Assets Acquired and Liabilities AssumedSchedule of Recognized Identified Assets Acquired and Liabilities Assumed [Table Text Block] Debt Instrument [Axis]Debt Instrument [Axis] Cash collateral receivedDerivative Asset, Subject to Master Netting Arrangement, Collateral, Obligation to Return Cash Not Offset Net earningsNet earningsNet earningsNet Income (Loss) Attributable to Parent Trading Arrangement:Trading Arrangement [Axis] Summary of Segment Reconciliation of Other Items from Segments to ConsolidatedSegment, Reconciliation of Other Items from Segments to Consolidated [Table Text Block] Pay vs Performance Disclosure, TablePay vs Performance [Table Text Block] Business Acquisition [Axis]Business Acquisition [Axis] Schedule 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[Abstract]Income Statement [Abstract] Entity Address, Address Line OneEntity Address, Address Line One Product Concentration RiskProduct Concentration Risk [Member] Reconciliation of Basic to Diluted Weighted Average Common Shares:Weighted Average Number of Shares Outstanding Reconciliation [Abstract] Extinguishment of Debt, AmountExtinguishment of Debt, Amount Repurchases of common stockTotal cost of shares repurchasedTreasury Stock, Value, Acquired, Cost Method Senior Notes Due December 24, 2025, 5.100% Second TrancheSenior Notes Due December 24, 2025, 5.100% Second Tranche [Member]Senior Notes Due December 24, 2025, 5.100% Second Tranche Debt Instrument, Name [Domain]Debt Instrument, Name [Domain] Effect of exchange rate changes on cash and cash equivalentsEffect of Exchange Rate on Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents, Continuing Operations Other accrued expensesOther Accrued Liabilities, Current NameForgone Recovery, Individual Name Document 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~~Comparability Adjustment [Policy Text Block] Document Transition ReportDocument Transition Report Document Quarterly ReportDocument Quarterly Report Fair Value, Assets and Liabilities Measured on a Recurring Basis [Table]Fair Value, Assets and Liabilities Measured on a Nonrecurring Basis [Table]Fair Value, Recurring and Nonrecurring [Table] Accumulated other comprehensive lossAccumulated Other Comprehensive Income (Loss), Net of Tax Entity Current Reporting StatusEntity Current Reporting Status Retained EarningsRetained Earnings [Member] Pension Adjustments Service CostPension Adjustments Service Cost [Member] Basic weighted average common shares (in shares)Basic weighted average common shares (in shares)Weighted Average Number of Shares Outstanding, Basic Stock Price or TSR Estimation MethodStock Price or TSR Estimation Method [Text Block] Property and equipmentBusiness Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Property, Plant, and Equipment 364-day Back-up Credit FacilityBackup Credit Facility 1 [Member]Backup Credit Facility 1 Increase (Decrease) in Stockholders' Equity [Roll Forward]Increase (Decrease) in Stockholders' Equity [Roll Forward] Executive Category:Executive Category [Axis] NameAwards Close in Time to MNPI Disclosures, Individual Name Other current liabilitiesBusiness Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Current Liabilities, Other Revenue BenchmarkRevenue Benchmark [Member] Entity Filer CategoryEntity Filer Category Gift card performance obligationsRevenue, Remaining Performance Obligation, Amount Company Selected Measure NameCompany Selected Measure Name EX-101.PRE 15 hd-20240728_pre.xml XBRL TAXONOMY EXTENSION PRESENTATION LINKBASE DOCUMENT XML 17 R1.htm IDEA: XBRL DOCUMENT~~

~~Cover - shares 6 Months Ended~~

~~Jul. 28, 2024~~

~~Aug. 13, 2024~~

~~Cover [Abstract] Document Type10-Q Document Quarterly Reporttrue Document Period End DateJul. 28, 2024 Document Transition Reportfalse Entity File Number1-8207 Entity Registrant NameHOME DEPOT, INC. Entity Incorporation, State or Country CodeDE Entity Tax Identification Number95-3261426 Entity Address, Address Line One2455 Paces Ferry Road Entity Address, City or TownAtlanta, Entity Address, State or ProvinceGA Entity Address, Postal Zip Code30339 City Area Code770 Local Phone Number433-8211 Title of 12(b) SecurityCommon Stock, $0.05 Par Value Per Share Trading SymbolHD Security Exchange NameNYSE Entity Current Reporting StatusYes Entity Interactive Data CurrentYes Entity Filer CategoryLarge Accelerated Filer Entity Small Businessfalse Entity Emerging Growth Companyfalse Entity Shell Companyfalse Entity Common Stock, Shares Outstanding 993,293,377Entity Central Index Key0000354950 Current Fiscal Year End Date--02-02 Document Fiscal Year Focus2024 Document Fiscal Period FocusQ2 Amendment Flagfalse~~

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CONSOLIDATED BALANCE SHEETS - USD ($) $ in Millions	Jul. 28, 2024	Jan. 28, 2024
Current assets:		
Cash and cash equivalents	$ 1,613	$ 3,760
Receivables, net	5,503	3,328
Merchandise inventories	23,060	20,976
Other current assets	2,097	1,711
Total current assets	32,273	29,775
Net property and equipment	26,640	26,154
Operating lease right-of-use assets	8,613	7,884
Goodwill	19,414	8,455
Intangible assets, net	9,214	3,606
Other assets	692	656
Total assets	96,846	76,530
Current liabilities:		
Short-term debt	2,527	0
Accounts payable	13,206	10,037
Accrued salaries and related expenses	2,105	2,096
Sales taxes payable	645	449
Deferred revenue	2,754	2,762
Income taxes payable	40	28
Current installments of long-term debt	1,339	1,368
Current operating lease liabilities	1,242	1,050
Other accrued expenses	4,265	4,225
Total current liabilities	28,123	22,015
Long-term debt, excluding current installments	51,869	42,743
Long-term operating lease liabilities	7,635	7,082
Deferred income taxes	2,074	863
Other long-term liabilities	2,725	2,783
Total liabilities	92,426	75,486
Contingencies (Note 9)		
Common stock, par value $0.05; authorized: 10,000 shares; issued: 1,799 shares at July 28, 2024 and 1,796 shares at January 28, 2024; outstanding: 993 shares at July 28, 2024 and 992 shares at January 28, 2024	90	90
Paid-in capital	13,731	13,147
Retained earnings	87,357	83,656
Accumulated other comprehensive loss	(787)	(477)
Treasury stock, at cost, 806 shares at July 28, 2024 and 804 shares at January 28, 2024	(95,971)	(95,372)
Total stockholders' equity	4,420	1,044
Total liabilities and stockholders' equity	$ 96,846	$ 76,530

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CONSOLIDATED BALANCE SHEETS (Parenthetical) - $ / shares shares in Millions	Jul. 28, 2024	Jan. 28, 2024
Statement of Financial Position [Abstract]		
Common stock, par value (in dollars per share)	$ 0.05	$ 0.05
Common stock, authorized (in shares)	10,000	10,000
Common stock, issued (in shares)	1,799	1,796
Common stock, outstanding (in shares)	993	992
Treasury stock (in shares)	806	804

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CONSOLIDATED STATEMENTS OF EARNINGS - USD ($) shares in Millions, $ in Millions	3 Months Ended		6 Months Ended	
	Jul. 28, 2024	Jul. 30, 2023	Jul. 28, 2024	Jul. 30, 2023
Income Statement [Abstract]				
Net sales	$ 43,175	$ 42,916	$ 79,593	$ 80,173
Cost of sales	28,759	28,759	52,744	53,459
Gross profit	14,416	14,157	26,849	26,714
Operating expenses:				
Selling, general and administrative	7,144	6,915	13,811	13,270
Depreciation and amortization	738	653	1,425	1,304
Total operating expenses	7,882	7,568	15,236	14,574
Operating income	6,534	6,589	11,613	12,140
Interest and other (income) expense:				
Interest income and other, net	(84)	(41)	(141)	(74)
Interest expense	573	469	1,058	943
Interest and other, net	489	428	917	869
Earnings before provision for income taxes	6,045	6,161	10,696	11,271
Provision for income taxes	1,484	1,502	2,535	2,739
Net earnings	$ 4,561	$ 4,659	$ 8,161	$ 8,532
Basic weighted average common shares (in shares)	990	1,000	989	1,005
Basic earnings per share (in dollars per share)	$ 4.61	$ 4.66	$ 8.25	$ 8.49
Diluted weighted average common shares (in shares)	992	1,003	992	1,008
Diluted earnings per share (in dollars per share)	$ 4.60	$ 4.65	$ 8.23	$ 8.46

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CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME - USD ($) $ in Millions	3 Months Ended		6 Months Ended	
	Jul. 28, 2024	Jul. 30, 2023	Jul. 28, 2024	Jul. 30, 2023
Statement of Comprehensive Income [Abstract]				
Net earnings	$ 4,561	$ 4,659	$ 8,161	$ 8,532
Other comprehensive income (loss), net of tax:				
Foreign currency translation adjustments	(249)	168	(259)	247
Cash flow hedges	(60)	2	(51)	4
Total other comprehensive income (loss), net of tax	(309)	170	(310)	251
Comprehensive income	$ 4,252	$ 4,829	$ 7,851	$ 8,783

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CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY - USD ($) $ in Millions	Total	Common Stock	Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Treasury Stock
Balance at beginning of period at Jan. 29, 2023		$ 90	$ 12,592	$ 76,896	$ (718)	$ (87,298)
Increase (Decrease) in Stockholders' Equity [Roll Forward]						
Shares issued under employee stock plans, net		0	35			
Stock-based compensation expense			215			
Net earnings	$ 8,532			8,532		
Cash dividends				(4,215)		
Foreign currency translation adjustments, net of tax	247				247	
Cash flow hedges, net of tax	4				4	
Repurchases of common stock	(5,045)					(5,045)
Balance at end of period at Jul. 30, 2023	1,335	90	12,842	81,213	(467)	(92,343)
Balance at beginning of period at Apr. 30, 2023		90	12,584	78,651	(637)	(90,326)
Increase (Decrease) in Stockholders' Equity [Roll Forward]						
Shares issued under employee stock plans, net		0	154			
Stock-based compensation expense			104			
Net earnings	4,659			4,659		
Cash dividends				(2,097)		
Foreign currency translation adjustments, net of tax	168				168	
Cash flow hedges, net of tax	2				2	
Repurchases of common stock	(2,017)					(2,017)
Balance at end of period at Jul. 30, 2023	1,335	90	12,842	81,213	(467)	(92,343)
Balance at beginning of period at Jan. 28, 2024	1,044	90	13,147	83,656	(477)	(95,372)
Increase (Decrease) in Stockholders' Equity [Roll Forward]						
Shares issued under employee stock plans, net		0	362			
Stock-based compensation expense			222			
Net earnings	8,161			8,161		
Cash dividends				(4,460)		
Foreign currency translation adjustments, net of tax	(259)				(259)	
Cash flow hedges, net of tax	(51)				(51)	
Repurchases of common stock	(599)					(599)
Balance at end of period at Jul. 28, 2024	4,420	90	13,731	87,357	(787)	(95,971)
Balance at beginning of period at Apr. 28, 2024		90	13,153	85,027	(478)	(95,972)
Increase (Decrease) in Stockholders' Equity [Roll Forward]						
Shares issued under employee stock plans, net		0	466			
Stock-based compensation expense			112			
Net earnings	4,561			4,561		
Cash dividends				(2,231)		
Foreign currency translation adjustments, net of tax	(249)				(249)	
Cash flow hedges, net of tax	(60)				(60)	
Repurchases of common stock						1
Balance at end of period at Jul. 28, 2024	$ 4,420	$ 90	$ 13,731	$ 87,357	$ (787)	$ (95,971)

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CONSOLIDATED STATEMENTS OF CASH FLOWS - USD ($) $ in Millions	6 Months Ended	
	Jul. 28, 2024	Jul. 30, 2023
Cash Flows from Operating Activities:		
Net earnings	$ 8,161	$ 8,532
Reconciliation of net earnings to net cash provided by operating activities:		
Depreciation and amortization, excluding amortization of intangible assets	1,615	1,500
Intangible asset amortization	142	88
Stock-based compensation expense	222	215
Changes in receivables, net	(391)	(492)
Changes in merchandise inventories	(214)	1,751
Changes in other current assets	(339)	(392)
Changes in accounts payable and accrued expenses	1,628	929
Changes in deferred revenue	(31)	10
Changes in income taxes payable	14	(32)
Changes in deferred income taxes	159	(48)
Other operating activities	(60)	144
Net cash provided by operating activities	10,906	12,205
Cash Flows from Investing Activities:		
Capital expenditures	(1,566)	(1,697)
Payments for businesses acquired, net	(17,570)	(215)
Other investing activities	38	10
Net cash used in investing activities	(19,098)	(1,902)
Cash Flows from Financing Activities:		
Proceeds from short-term debt, net	2,527	0
Proceeds from long-term debt, net of discounts	9,952	0
Repayments of long-term debt	(1,255)	(1,130)
Repurchases of common stock	(649)	(4,954)
Proceeds from sales of common stock	210	175
Cash dividends	(4,460)	(4,215)
Other financing activities	(212)	(142)
Net cash provided by (used in) financing activities	6,113	(10,266)
Change in cash and cash equivalents	(2,079)	37

Effect of exchange rate changes on cash and cash equivalents	(68)	20
Cash and cash equivalents at beginning of period	3,760	2,757
Cash and cash equivalents at end of period	1,613	2,814
Supplemental Disclosures:		
Cash paid for interest, net of interest capitalized	982	900
Cash paid for income taxes	2,634	2,894
Fair value of common stock issued	$ 321	$ 0

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SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

6 Months Ended

Jul. 28, 2024

Accounting Policies [Abstract]

Summary of Significant Accounting Policies

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying consolidated financial statements of The Home Depot, Inc., together with its subsidiaries (the "Company," "Home Depot," "we," "our" or "us"), have been prepared in accordance with the instructions to Form 10-Q and do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. Results of operations for interim periods are not necessarily indicative of results for the entire year. As a result, these consolidated financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in our 2023 Form 10-K. There were no significant changes to our significant accounting policies as disclosed in the 2023 Form 10-K.

During the second quarter of fiscal 2024, we completed the acquisition of SRS. Refer to Note 2 and Note 10 for further discussion on the acquisition, including certain impacts of the acquisition on our consolidated financial statements.

Reclassifications

Effective July 28, 2024, we began separately presenting intangible assets, net, on the consolidated balance sheets, which were previously included in the other assets line item. In addition, we began separately presenting intangible asset amortization on the statements of cash flows, which was previously included in the depreciation and amortization line item. Prior period amounts have been reclassified to conform to the current year's financial statement presentation.

Receivables, net

The following table presents components of receivables, net:

in millions	July 28, 2024	January 28, 2024
Card receivables	$ 1,240	$ 988
Rebate receivables	1,395	841
Customer receivables	2,296	924
Other receivables	572	575
Receivables, net	$ 5,503	$ 3,328

Card receivables consist of payments due from financial institutions for the settlement of credit card and debit card transactions. Rebate receivables represent amounts due from vendors for volume and co-op advertising rebates. Customer receivables relate to credit extended directly to certain customers in the ordinary course of business, which increased compared to the beginning of the year as a result of the SRS acquisition. The valuation allowance related to our receivables was not material to our consolidated financial statements at July 28, 2024 or January 28, 2024.

Supplier Finance Programs

We have a supplier finance program whereby participating suppliers may, at their sole discretion, elect to receive payment for one or more of our payment obligations, prior to their scheduled due dates, at a discounted price from participating financial institutions. The payment terms we negotiate with our suppliers are consistent, irrespective of whether a supplier participates in the program, and we are not a party to the agreements between the participating financial institutions and the suppliers in connection with the program. We do not reimburse suppliers for any costs they incur for participation in the program, and we have not pledged any assets as security or provided any guarantees as part of the program. Our outstanding payment obligations under our supplier finance program were $530 million at July 28, 2024 and $514 million at January 28, 2024 and are recorded within accounts payable on the consolidated balance sheets.

Recent Accounting Pronouncements

We did not adopt any new accounting pronouncements during the six months ended July 28, 2024 that had a material impact on our consolidated financial condition, results of operations or cash flows. There were no significant changes in recently issued accounting pronouncements pending adoption from those disclosed in the 2023 Form 10-K, and those not discussed in the 2023 Form 10-K are either not applicable or are not expected to have a material impact on our consolidated financial condition, results of operations or cash flows.

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SEGMENT REPORTING AND NET SALES

6 Months Ended

Jul. 28, 2024

Segment Reporting [Abstract]

Segment Reporting And Net Sales

SEGMENT REPORTING AND NET SALES

The Company defines its segments on the basis of the way in which internally reported financial information is regularly reviewed by the chief operating decision maker ("CODM"), our President and Chief Executive Officer, to analyze financial performance, make decisions, and allocate resources.

The Company is engaged in the operation of retail stores and sells a wide assortment of building materials, home improvement products, lawn and garden products, décor products, and facilities maintenance, repair and operations products both in stores and online. We also provide a number of services, including home improvement installation services and tool and equipment rental. We currently conduct these operations in the U.S. (including the Commonwealth of Puerto Rico and the territories of the U.S. Virgin Islands and Guam), Canada, and Mexico, each of which represents an operating segment. For disclosure purposes, we aggregate these three operating segments into one reportable segment (the Primary segment) due to the similar nature of their operations and economic characteristics.

As discussed in Note 10, in June 2024, we acquired SRS, a leading residential specialty trade distribution company across several verticals serving the professional roofer, landscaper and pool contractor through its branches located throughout the U.S. SRS is organized as three different lines of business: roofing and complementary building products, landscape, and pool. We have determined each of these three lines of business represents an operating segment, none of which meet the thresholds prescribed under Topic 280 to be deemed a reportable segment.

The following presents a reconciliation of the results of our Primary segment to our consolidated totals:

	Three Months Ended July 28, 2024			Six Months Ended July 28, 2024		
in millions	Primary Segment	Other	Consolidated	Primary Segment	Other	Consolidated
Net sales	$ 41,901	$ 1,274	$ 43,175	$ 78,319	$ 1,274	$ 79,593
Operating income [1]	6,462	72	6,534	11,541	72	11,613
Interest income and other, net			(84)			(141)
Interest expense			573			1,058
Earnings before provision for income taxes			$ 6,045			$ 10,696

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(1) Includes intangible asset amortization expense of $51 million and $103 million for the three and six months ended July 28, 2024, respectively, in our Primary segment, and intangible asset amortization expense of $39 million for both the three and six months ended July 28, 2024 in Other.

"Other" in the table above represents our SRS operations and is reflective of partial period results beginning from the acquisition date of June 18, 2024. Net sales in the Other category relate to the sale of products by SRS, with roofing and related products accounting for approximately 65% of sales in Other during both the three and six months ended July 28, 2024.

Prior to the acquisition of SRS, our total Company consolidated results represented our Primary segment and therefore, a reconciliation to our consolidated totals is not applicable for the three and six months ended July 30, 2023.

The following table presents our Primary segment major product lines and the related merchandising departments (and related services):

Major Product Line	Merchandising Departments
Building Materials	Building Materials, Electrical, Lumber, Millwork, and Plumbing
Décor	Appliances, Bath, Flooring, Kitchen & Blinds, Lighting, and Paint
Hardlines	Hardware, Indoor Garden, Outdoor Garden, Power, and Storage & Organization

The following table presents net sales by major product line (and related services), as well as Other net sales:

	Three Months Ended		Six Months Ended	
in millions	July 28, 2024	July 30, 2023	July 28, 2024	July 30, 2023
Building Materials	$ 13,935	$ 14,268	$ 26,549	$ 27,261
Décor	13,591	13,863	25,935	26,567
Hardlines	14,375	14,785	25,835	26,345
Primary segment net sales	41,901	42,916	78,319	80,173
Other net sales [1]	1,274	—	1,274	—
Net sales	$ 43,175	$ 42,916	$ 79,593	$ 80,173

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(1) Represents SRS net sales since the acquisition date of June 18, 2024. See discussion above for information on the components of Other net sales.

Note: During the first quarter of fiscal 2024, we made certain changes to our merchandising department structure that realign certain merchandising departments across our major product lines. As a result, prior-year amounts have been reclassified to conform with the current-year presentation. These changes had no impact on consolidated net sales.

The following table presents net sales, classified by geography:

	Three Months Ended		Six Months Ended	
in millions	July 28, 2024	July 30, 2023	July 28, 2024	July 30, 2023
Net sales – in the U.S.	$ 39,513	$ 39,191	$ 73,082	$ 73,698
Net sales – outside the U.S.	3,662	3,725	6,511	6,475
Net sales	$ 43,175	$ 42,916	$ 79,593	$ 80,173

The following table presents net sales by products and services:

	Three Months Ended		Six Months Ended	
in millions	July 28, 2024	July 30, 2023	July 28, 2024	July 30, 2023
Net sales – products	$ 41,605	$ 41,361	$ 76,683	$ 77,249
Net sales – services	1,570	1,555	2,910	2,924
Net sales	$ 43,175	$ 42,916	$ 79,593	$ 80,173

Deferred Revenue

For products and services sold in stores or online, payment is typically due at the point of sale. When we receive payment before the customer has taken possession of the merchandise or the service has been

performed, the amount received is recorded as deferred revenue until the sale or service is complete. Such performance obligations are part of contracts with expected original durations of typically three months or less. As of July 28, 2024 and January 28, 2024, deferred revenue for products and services was $1.8 billion and $1.7 billion, respectively.

We further record deferred revenue for the sale of gift cards and recognize the associated revenue upon the redemption of those gift cards, which generally occurs within six months of gift card issuance. As of July 28, 2024 and January 28, 2024, our performance obligations for unredeemed gift cards were $1.0 billion and $1.1 billion, respectively. Gift card breakage income, which is our estimate of the portion of our outstanding gift card balance not expected to be redeemed, is recognized in net sales and was immaterial during the three and six months ended July 28, 2024 and July 30, 2023.

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PROPERTY AND LEASES

6 Months Ended
Jul. 28, 2024

Leases [Abstract]

Property and Leases

PROPERTY AND LEASES

Net Property and Equipment

Net property and equipment included accumulated depreciation and finance lease amortization of $28.3 billion as of July 28, 2024 and $27.1 billion as of January 28, 2024.

Leases

The following table presents the consolidated balance sheet classification related to operating and finance leases:

in millions	Consolidated Balance Sheet Classification	July 28, 2024	January 28, 2024
Assets:			
Operating lease assets	Operating lease right-of-use assets	$ 8,613	$ 7,884
Finance lease assets [1]	Net property and equipment	2,754	2,840
Total lease assets		$ 11,367	$ 10,724
Liabilities:			
Current:			
Operating lease liabilities	Current operating lease liabilities	$ 1,242	$ 1,050
Finance lease liabilities	Current installments of long-term debt	273	268
Long-term:			
Operating lease liabilities	Long-term operating lease liabilities	7,635	7,082
Finance lease liabilities	Long-term debt, excluding current installments	2,923	3,000
Total lease liabilities		$ 12,073	$ 11,400

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(1) Finance lease assets are recorded net of accumulated amortization of $1.4 billion as of July 28, 2024 and $1.2 billion as of January 28, 2024.

The following table presents supplemental non-cash information related to leases:

	Six Months Ended	
in millions	July 28, 2024	July 30, 2023
Lease assets obtained in exchange for new operating lease liabilities	$ 670	$ 583
Lease assets obtained in exchange for new finance lease liabilities	74	192

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GOODWILL AND INTANGIBLE ASSETS

6 Months Ended
Jul. 28, 2024

Goodwill and Intangible Assets Disclosure [Abstract]

Goodwill And Intangible Assets

GOODWILL AND INTANGIBLE ASSETS

Goodwill

The following table presents the changes in the carrying amount of our goodwill:

in millions	Primary Segment	Other	Consolidated
Goodwill, balance at January 28, 2024	$ 8,455	$ —	$ 8,455
Acquisitions [1]	—	10,967	10,967
Other [2]	(8)	—	(8)
Goodwill, balance at July 28, 2024	$ 8,447	$ 10,967	$ 19,414

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(1) Fiscal 2024 activity represents the preliminary determination of goodwill related to the acquisition of SRS. See Note 10 for details regarding the SRS acquisition.

(2) Primarily reflects the net impact of foreign currency translation as well as immaterial measurement period adjustments related to fiscal 2023 acquisitions.

Intangible Assets

The following table presents information regarding our intangible assets:

	July 28, 2024 [1]			January 28, 2024		
in millions	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Definite-Lived Intangible Assets:						
Customer relationships	$ 8,795	$ (797)	$ 7,998	$ 3,425	$ (670)	$ 2,755
Trade names	607	(40)	567	227	(25)	202
Other	11	(11)	—	12	(12)	—
Indefinite-Lived Intangible Assets:						
Trade names	649		649	649		649
Total Intangible Assets	$ 10,062	$ (848)	$ 9,214	$ 4,313	$ (707)	$ 3,606

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(1) Fiscal 2024 includes the preliminary allocation of fair value to intangible assets related to the acquisition of SRS. See Note 10 for details regarding the SRS acquisition.

Our intangible asset amortization expense was $90 million and $44 million during the second quarter of fiscal 2024 and 2023, respectively, and $142 million and $88 million during the first six months of fiscal 2024 and 2023, respectively.

The following table presents the estimated future amortization expense related to definite-lived intangible assets as of July 28, 2024:

in millions	Amortization Expense
Fiscal 2024 - remaining	$ 282
Fiscal 2025	551
Fiscal 2026	551
Fiscal 2027	542
Fiscal 2028	524
Thereafter	6,115
Total	$ 8,565

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DEBT AND DERIVATIVE INSTRUMENTS

6 Months Ended
Jul. 28, 2024

Debt Disclosure [Abstract]

Debt and Derivative Instruments

DEBT AND DERIVATIVE INSTRUMENTS

Short-Term Debt

At the beginning of fiscal 2024, we had a commercial paper program that allowed for borrowings up to $5.0 billion. In connection with this program, we had back-up credit facilities with a consortium of banks for borrowings up to $5.0 billion, which consisted of a five-year $3.5 billion credit facility scheduled to expire in July 2027 and a 364-day $1.5 billion credit facility scheduled to expire in July 2024. At January 28, 2024, there were no outstanding borrowings under our commercial paper program or back-up credit facilities.

In May 2024, we increased our commercial paper program from $5.0 billion to $19.5 billion in connection with the anticipated financing of the acquisition of SRS (see Note 10). In May 2024, in connection with the increase in the commercial paper program, we also entered into three additional back-up credit facilities that consisted of a 364-day $3.5 billion credit facility scheduled to expire in May 2025, a three-year $1.0 billion credit facility scheduled to expire in May 2027, and a 364-day $10.0 billion credit facility scheduled to expire in May 2025. The $10.0 billion credit facility also provided that the commitments and any borrowings under this facility would be reduced by the amount of net cash proceeds we received from any future debt issuance.

In June 2024, leading up to the acquisition of SRS on June 18, 2024, we raised commercial paper borrowings of over $15.0 billion to fund the transaction. On June 25, 2024, we received the proceeds from the issuance of $10.0 billion of long-term debt, as further discussed below, and immediately used the proceeds to repay approximately $10.0 billion of these commercial paper borrowings. On June 27, 2024, we terminated the $10.0 billion back-up credit facility, and subsequently reduced our commercial paper program from $19.5 billion to $9.5 billion.

In July 2024, we also completed the renewal of our 364-day $1.5 billion credit facility, extending the maturity from July 2024 to July 2025. As of July 28, 2024, our commercial paper program allowed for borrowings up to $9.5 billion and is supported by $9.5 billion of back-up credit facilities.

All of our short-term borrowings in the first six months of fiscal 2024 were under our commercial paper program, and the maximum amount outstanding at any time was $15.3 billion. At July 28, 2024, we had $2.5 billion of outstanding borrowings under our commercial paper program with a weighted average interest rate of 5.4% and no outstanding borrowings under our back-up credit facilities.

Long-Term Debt

June 2024 Issuance. In June 2024, we issued nine tranches of senior notes.

- The first tranche consisted of $600 million of floating rate senior notes due December 24, 2025 (the “floating rate notes”). The floating rate notes bear interest at a variable rate determined quarterly equal to the compounded Secured Overnight Borrowing Rate (“SOFR”) plus 33 basis points. Interest on the floating rate notes is due quarterly on March 24, June 24, September 24, and December 24 of each year, beginning on September 24, 2024.
- The second tranche consisted of $900 million of 5.100% senior notes due December 24, 2025 (the “2025 notes”) at a discount of $0.8 million. Interest on the 2025 notes is due semi-annually on June 24 and December 24 of each year, beginning on December 24, 2024.
- The third tranche consisted of $1.5 billion of 5.150% senior notes due June 25, 2026 (the “2026 notes”) at a discount of $1.7 million. Interest on the 2026 notes is due semi-annually on June 25 and December 25 of each year, beginning on December 25, 2024.
- The fourth tranche consisted of $1.0 billion of 4.875% senior notes due June 25, 2027 (the “2027 notes”) at a discount of $3.3 million. Interest on the 2027 notes is due semi-annually on June 25 and December 25 of each year, beginning on December 25, 2024.
- The fifth tranche consisted of $1.25 billion of 4.750% senior notes due June 25, 2029 (the “2029 notes”) at a discount of $8.1 million. Interest on the 2029 notes is due semi-annually on June 25 and December 25 of each year, beginning on December 25, 2024.
- The sixth tranche consisted of $1.0 billion of 4.850% senior notes due June 25, 2031 (the “2031 notes”) at a discount of $7.1 million. Interest on the 2031 notes is due semi-annually on June 25 and December 25 of each year, beginning on December 25, 2024.
- The seventh tranche consisted of $1.75 billion of 4.950% senior notes due June 25, 2034 (the “2034 notes”) at a discount of $16.7 million. Interest on the 2034 notes is due semi-annually on June 25 and December 25 of each year, beginning on December 25, 2024.

- The eighth tranche consisted of $1.5 billion of 5.300% senior notes due June 25, 2054 (the "2054 notes") at a discount of $23.5 million. Interest on the 2054 notes is due semi-annually on June 25 and December 25 of each year, beginning on December 25, 2024.
- The ninth tranche consisted of $500 million of 5.400% senior notes due June 25, 2064 (the "2064 notes") at a discount of $8.5 million. Interest on the 2064 notes is due semi-annually on June 25 and December 25 of each year, beginning on December 25, 2024.
- Issuance costs for the June 2024 issuance totaled $41 million.

Redemption. The floating rate notes are not redeemable prior to maturity. Each of these fixed rate senior notes may be redeemed by us at any time, in whole or in part, at the redemption price plus accrued and unpaid interest up to the redemption date. With respect to the 2025 notes and 2026 notes, the redemption price is equal to the greater of (1) 100% of the principal amount of the notes to be redeemed or (2) the sum of the present values of the remaining scheduled payments of principal and interest on the notes that would be due after the related redemption date. With respect to all other fixed rate notes, prior to the relevant Par Call Date, as defined in the respective notes, the redemption price is equal to the greater of (1) 100% of the principal amount of the notes to be redeemed or (2) the sum of the present values of the remaining scheduled payments of principal and interest to the Par Call Date. With respect to all fixed rate notes other than the 2025 and 2026 notes, on or after the relevant Par Call Date, the redemption price is equal to 100% of the principal amount of such notes. Additionally, if a Change in Control Triggering Event occurs, as defined in the notes, holders of all such notes have the right to require us to offer payment, in cash, for those notes equal to 101% of the aggregate principal amount of such notes plus accrued and unpaid interest up to the date of purchase.

The indenture governing these notes does not generally limit our ability to incur additional indebtedness or require us to maintain financial ratios or specified levels of net worth or liquidity. The indenture governing the notes contains various customary covenants; however, none are expected to impact our liquidity or capital resources.

Repayments. In February 2024, we repaid our $1.1 billion 3.75% senior notes at maturity.

Derivative Instruments and Hedging Activities

We had outstanding interest rate swap agreements with combined notional amounts of $5.4 billion at both July 28, 2024 and January 28, 2024. These agreements are accounted for as fair value hedges that swap fixed for variable rate interest to hedge changes in the fair values of certain senior notes. At July 28, 2024 and January 28, 2024, the fair values of these agreements totaled $796 million and $858 million, respectively, all of which are recognized within other long-term liabilities on the consolidated balance sheets.

All of our interest rate swap agreements are designated as fair value hedges and meet the shortcut method requirements under GAAP. Accordingly, the changes in the fair values of these agreements offset the changes in the fair value of the hedged long-term debt.

There was no new material hedging activity or material changes to any other hedging arrangements disclosed in our 2023 Form 10-K, and all related activity was immaterial for the periods presented within this report.

Collateral. We generally enter into master netting arrangements, which are designed to reduce credit risk by permitting net settlement of transactions with the same counterparty. To further limit our credit risk, we enter into collateral security arrangements that provide for collateral to be received or posted when the net fair value of certain derivative instruments exceeds or falls below contractually established thresholds. The cash collateral posted by the Company related to derivative instruments under our collateral security arrangements was $686 million and $714 million as of July 28, 2024 and January 28, 2024, respectively, which was recorded in other current assets on the consolidated balance sheets. We did not hold any cash collateral as of July 28, 2024 or January 28, 2024.

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STOCKHOLDERS' EQUITY

6 Months Ended
Jul. 28, 2024

Equity [Abstract]

Stockholders' Equity

STOCKHOLDERS' EQUITY

Stock Rollforward

The following table presents a reconciliation of the number of shares of our common stock outstanding and cash dividends per share:

	Three Months Ended		Six Months Ended	
shares in millions	July 28, 2024	July 30, 2023	July 28, 2024	July 30, 2023
Common stock:				
Shares at beginning of period	1,798	1,795	1,796	1,794
Shares issued under employee stock plans, net	1	1	3	2
Shares at end of period	1,799	1,796	1,799	1,796
Treasury stock:				
Shares at beginning of period	(806)	(788)	(804)	(778)
Repurchases of common stock	—	(7)	(2)	(17)
Shares at end of period	(806)	(795)	(806)	(795)
Shares outstanding at end of period	993	1,001	993	1,001
Cash dividends per share	$ 2.25	$ 2.09	$ 4.50	$ 4.18

Share Repurchases

In August 2023, our Board of Directors approved a $15.0 billion share repurchase authorization that replaced the previous authorization of $15.0 billion, which was approved in August 2022. The August 2023 authorization does not have a prescribed expiration date. As of July 28, 2024, approximately $11.7 billion of the $15.0 billion share repurchase authorization remained available. In March 2024, we paused share repurchases in anticipation of the acquisition of SRS (see Note 10).

The following table presents information about our repurchases of common stock, all of which were completed through open market purchases:

	Three Months Ended		Six Months Ended	
in millions	July 28, 2024	July 30, 2023	July 28, 2024	July 30, 2023
Total number of shares repurchased	—	7	2	17
Total cost of shares repurchased	$ (1)	$ 2,017	$ 599	$ 5,045

The cost of shares repurchased may differ from the repurchases of common stock amounts in the consolidated statements of cash flows due to unsettled share repurchases at the end of a period and net excise taxes incurred on share repurchases.

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FAIR VALUE MEASUREMENTS

6 Months Ended
Jul. 28, 2024

Fair Value Disclosures [Abstract]

Fair Value Measurements

FAIR VALUE MEASUREMENTS

The fair value of an asset is considered to be the price at which the asset could be sold in an orderly transaction between unrelated knowledgeable and willing parties. A liability's fair value is defined as the amount that would be paid to transfer the liability to a new obligor, rather than the amount that would be paid to settle the liability with the creditor. Assets and liabilities recorded at fair value are measured using a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. The levels of the fair value hierarchy are:

- Level 1: observable inputs such as quoted prices in active markets for identical assets or liabilities;
- Level 2: inputs other than quoted prices in active markets in Level 1 that are either directly or indirectly observable; and
- Level 3: unobservable inputs for which little or no market data exists, therefore requiring management judgment to develop the Company's own models with estimates and assumptions.

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The following table presents the assets and liabilities that are measured at fair value on a recurring basis:

	July 28, 2024	January 28, 2024
in millions	Fair Value (Level 2)	Fair Value (Level 2)
Derivative agreements – assets	$ —	$ —
Derivative agreements – liabilities	(796)	(859)
Total	$ (796)	$ (859)

The fair values of our derivative instruments are determined using an income approach and Level 2 inputs, which primarily include the respective interest rate forward curves and discount rates. Our derivative instruments are discussed further in Note 5.

Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis

Long-lived assets, goodwill, and other intangible assets are subject to nonrecurring fair value measurement for the assessment of impairment. We did not have any material assets or liabilities that were measured and recognized at fair value on a nonrecurring basis during the three and six months ended July 28, 2024 or July 30, 2023. See Note 10 for discussion on the fair values of assets acquired and liabilities assumed in our acquisition of SRS.

Other Fair Value Disclosures

The carrying amounts of cash and cash equivalents, receivables, accounts payable, and short-term debt approximate fair value due to their short-term nature.

The following table presents the aggregate fair values and carrying values of our senior notes:

	July 28, 2024		January 28, 2024	
in millions	Fair Value (Level 1)	Carrying Value	Fair Value (Level 1)	Carrying Value
Senior notes	$ 46,879	$ 49,709	$ 38,495	$ 40,843

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WEIGHTED AVERAGE COMMON SHARES

6 Months Ended
Jul. 28, 2024

Earnings Per Share [Abstract]

Weighted Average Common Shares

WEIGHTED AVERAGE COMMON SHARES

The following table presents the reconciliation of our basic to diluted weighted average common shares as well as the number of anti-dilutive securities excluded from diluted weighted average common shares:

	Three Months Ended		Six Months Ended	
in millions	July 28, 2024	July 30, 2023	July 28, 2024	July 30, 2023
Basic weighted average common shares	990	1,000	989	1,005
Effect of potentially dilutive securities [1]	2	3	3	3
Diluted weighted average common shares	992	1,003	992	1,008
Anti-dilutive securities excluded from diluted weighted average common shares	1	1	1	1

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(1) Represents the dilutive impact of stock-based awards.

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CONTINGENCIES	6 Months Ended Jul. 28, 2024
Commitments and Contingencies Disclosure [Abstract]	
Contingencies	CONTINGENCIES We are involved in litigation arising in the normal course of business. In management's opinion, any such litigation is not expected to have a material adverse effect on our consolidated financial condition, results of operations, or cash flows.

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ACQUISITIONS	6 Months Ended Jul. 28, 2024
Business Combination, Asset Acquisition, and Joint Venture Formation [Abstract]	
Acquisitions	ACQUISITIONS **SRS Acquisition** On March 27, 2024, we entered into a definitive agreement to acquire SRS Distribution Inc., a leading residential specialty trade distribution company across several verticals serving the professional roofer, landscaper and pool contractor. On June 18, 2024, following the satisfaction or waiver of the applicable closing conditions, including receipt of the requisite regulatory approvals, the acquisition was completed and all merger consideration was transferred. Under the terms of the merger agreement, a subsidiary of The Home Depot, Inc. merged with and into Shingle Acquisition Holdings, Inc., the parent company of SRS, with Shingle Acquisition Holdings, Inc. as the surviving entity and a wholly owned subsidiary of the Company. We believe the acquisition of SRS will accelerate the Company's growth with the residential professional customer. The acquisition is expected to complement our existing capabilities and enable us to better serve complex project purchase occasions with the renovator/remodeler, while also establishing the Company as a leading specialty trade distributor across multiple verticals. We primarily used a combination of proceeds from commercial paper borrowings, the issuance of long-term debt, as well as cash on hand to fund the acquisition. See Note 5 for further information on the financing for the transaction, and below for a summary of preliminary purchase consideration. The acquisition was accounted for in accordance with Accounting Standards Codification Topic 805 "Business Combinations," and SRS's results of operations have been consolidated in the Company's financial statements effective June 18, 2024. Acquisition-related costs were expensed as incurred and were not material. ***Fair Value of Consideration Transferred.*** The following table summarizes total preliminary purchase consideration:

in millions		
Total cash consideration	$	17,720
Fair value of common stock issued [1]		321
Total preliminary purchase consideration	$	18,041

(1) *In connection with the acquisition, certain members of SRS's management team concurrently reinvested a portion of their respective after-tax merger consideration proceeds into shares of the Company's common stock. A portion of such shares of Company common stock are fully vested, and accordingly, the fair value of such shares was recorded as non-cash purchase consideration. A portion of such shares of Company common stock, which replaced legacy SRS stock-based awards, are subject to service-based vesting conditions over a three-year period and become forfeitable if such vesting conditions are not satisfied. Accordingly, a portion of the fair value of these shares was recorded as non-cash purchase consideration, and the remainder will be recorded as post-combination expense over the vesting period. The fair value of these shares, including the amount which will be recorded as post-combination compensation cost, is not material.*

Allocation of Consideration Transferred. We recorded a preliminary allocation of the purchase price to assets acquired and liabilities assumed based on their estimated fair values as of June 18, 2024. The following table summarizes the recorded fair values of the assets acquired and liabilities assumed:

in millions		Preliminary Fair Value
Cash and cash equivalents	$	161
Receivables		1,832
Merchandise inventories		1,988
Property and equipment		834
Goodwill		10,967
Intangible assets		5,750
Other current and non-current assets		744
Total assets acquired	$	22,276
Accounts payable	$	1,791
Other current liabilities		584
Deferred tax liabilities [1]		1,078
Other long-term liabilities		782
Total liabilities assumed	$	4,235

(1) *Primarily resulting from the difference in book and tax basis related to identifiable intangible assets.*

The preliminary fair value of identifiable intangible assets was determined by using certain estimates and assumptions that are not observable in the market. The Company used the multi-period excess earnings method to value the customer relationships intangible assets. The significant assumptions used to estimate the fair value of customer relationships included forecasted revenues, customer attrition rates, and the discount rate. Determining the useful life of an intangible asset also requires judgment, as different types of intangible assets will have different useful lives. The preliminary fair value and estimated useful lives of identifiable intangible assets are as follows:

in millions	Weighted Average Useful Life (Years)		Preliminary Fair Value
Customer relationships	20	$	5,370
Trade names	5		380
Total identifiable intangible assets		$	5,750

The goodwill arising from the acquisition is calculated as the excess of the purchase price over the net assets acquired and is attributable to (i) growth acceleration in the residential professional customer market; (ii) expansion in high growth verticals including roofing; (iii) additional addressable market opportunities; (iv) enhanced delivery network capabilities; and (v) growth in sales force. We expect approximately $1.0 billion of goodwill related to the acquisition to be deductible for U.S. federal and state income tax purposes. As the valuation is preliminary, we have not yet finalized the assignment of goodwill to our reporting units, and no goodwill currently resides in our Primary segment.

We have completed preliminary valuation analyses necessary to assess the fair values of the assets acquired and liabilities assumed and the amount of goodwill to be recognized as of the acquisition date. These fair values were based on management's estimates and assumptions; however, the amounts indicated above are preliminary in nature and are subject to adjustment as additional information is obtained about the facts and circumstances that existed as of the acquisition date. Accordingly, there may be adjustments to the assigned values of acquired assets and liabilities. The primary areas that remain preliminary include, but are not limited to, intangible assets including the preliminary assumptions used in their estimates of fair values and their respective estimated useful lives, the valuation of certain tangible assets, income taxes, and residual goodwill. The final determination of the fair values, purchase consideration, related income tax impacts and residual goodwill will be completed as soon as practicable, and within the measurement period of up to one year from the acquisition date as permitted under GAAP. Any adjustments to provisional amounts that are identified during the measurement period will be recorded in the reporting period in which the adjustment is determined.

Results of Operations. Net sales attributable to SRS since the completion of the acquisition and included within our results of operations for both the three and six months ended July 28, 2024 totaled $1.3 billion. Net earnings attributable to SRS since the completion of the acquisition and included within our results of operations for both the three and six months ended July 28, 2024 were immaterial.

Pro forma results of operations would not be materially different as a result of the acquisition and therefore are not presented.

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Pay vs Performance Disclosure - USD ($) $ in Millions	3 Months Ended		6 Months Ended	
	Jul. 28, 2024	Jul. 30, 2023	Jul. 28, 2024	Jul. 30, 2023
Pay vs Performance Disclosure				
Net earnings	$ 4,561	$ 4,659	$ 8,161	$ 8,532

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Insider Trading Arrangements	3 Months Ended Jul. 28, 2024
Trading Arrangements, by Individual	
Rule 10b5-1 Arrangement Adopted	false
Non-Rule 10b5-1 Arrangement Adopted	false
Rule 10b5-1 Arrangement Terminated	false
Non-Rule 10b5-1 Arrangement Terminated	false

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SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Policies)	6 Months Ended Jul. 28, 2024
Accounting Policies [Abstract]	
Basis of Presentation	**Basis of Presentation** The accompanying consolidated financial statements of The Home Depot, Inc., together with its subsidiaries (the "Company," "Home Depot," "we," "our" or "us"), have been prepared in accordance with the instructions to Form 10-Q and do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. Results of operations for interim periods are not necessarily indicative of results for the entire year. As a result, these consolidated financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in our 2023 Form 10-K.
Reclassifications	**Reclassifications** Effective July 28, 2024, we began separately presenting intangible assets, net, on the consolidated balance sheets, which were previously included in the other assets line item. In addition, we began separately presenting intangible asset amortization on the statements of cash flows, which was previously included in the depreciation and amortization line item. Prior period amounts have been reclassified to conform to the current year's financial statement presentation.
Receivables	Card receivables consist of payments due from financial institutions for the settlement of credit card and debit card transactions. Rebate receivables represent amounts due from vendors for volume and co-op advertising rebates. Customer receivables relate to credit extended directly to certain customers in the ordinary course of business, which increased compared to the beginning of the year as a result of the SRS acquisition.
Supplier Finance Programs	**Supplier Finance Programs** We have a supplier finance program whereby participating suppliers may, at their sole discretion, elect to receive payment for one or more of our payment obligations, prior to their scheduled due dates, at a discounted price from participating financial institutions. The payment terms we negotiate with our suppliers are consistent, irrespective of whether a supplier participates in the program, and we are not a

party to the agreements between the participating financial institutions and the suppliers in connection with the program. We do not reimburse suppliers for any costs they incur for participation in the program, and we have not pledged any assets as security or provided any guarantees as part of the program. Our outstanding payment obligations under our supplier finance program were $530 million at July 28, 2024 and $514 million at January 28, 2024 and are recorded within accounts payable on the consolidated balance sheets.

Recent Accounting Pronouncements

Recent Accounting Pronouncements

We did not adopt any new accounting pronouncements during the six months ended July 28, 2024 that had a material impact on our consolidated financial condition, results of operations or cash flows. There were no significant changes in recently issued accounting pronouncements pending adoption from those disclosed in the 2023 Form 10-K, and those not discussed in the 2023 Form 10-K are either not applicable or are not expected to have a material impact on our consolidated financial condition, results of operations or cash flows.

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SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Tables)

6 Months Ended

Jul. 28, 2024

Accounting Policies [Abstract]

Schedule of Accounts, Notes, Loans and Financing Receivable

The following table presents components of receivables, net:

in millions	July 28, 2024	January 28, 2024
Card receivables	$ 1,240	$ 988
Rebate receivables	1,395	841
Customer receivables	2,296	924
Other receivables	572	575
Receivables, net	$ 5,503	$ 3,328

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SEGMENT REPORTING AND NET SALES (Tables)

6 Months Ended

Jul. 28, 2024

Segment Reporting [Abstract]

Summary of Segment, Reconciliation of Other Items from Segments to Consolidated

The following presents a reconciliation of the results of our Primary segment to our consolidated totals:

	Three Months Ended July 28, 2024			Six Months Ended July 28, 2024		
in millions	Primary Segment	Other	Consolidated	Primary Segment	Other	Consolidated
Net sales	$ 41,901	$ 1,274	$ 43,175	$ 78,319	$ 1,274	$ 79,593
Operating income [1]	6,462	72	6,534	11,541	72	11,613
Interest income and other, net			(84)			(141)
Interest expense			573			1,058
Earnings before provision for income taxes			$ 6,045			$ 10,696

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(1) Includes intangible asset amortization expense of $51 million and $103 million for the three and six months ended July 28, 2024, respectively, in our Primary segment, and intangible asset amortization expense of $39 million for both the three and six months ended July 28, 2024 in Other.

Summary of Net Sales by Major Product Line

The following table presents our Primary segment major product lines and the related merchandising departments (and related services):

Major Product Line	Merchandising Departments
Building Materials	Building Materials, Electrical, Lumber, Millwork, and Plumbing
Décor	Appliances, Bath, Flooring, Kitchen & Blinds, Lighting, and Paint
Hardlines	Hardware, Indoor Garden, Outdoor Garden, Power, and Storage & Organization

The following table presents net sales by major product line (and related services), as well as Other net sales:

	Three Months Ended		Six Months Ended	
in millions	July 28, 2024	July 30, 2023	July 28, 2024	July 30, 2023
Building Materials	$ 13,935	$ 14,268	$ 26,549	$ 27,261
Décor	13,591	13,863	25,935	26,567
Hardlines	14,375	14,785	25,835	26,345
Primary segment net sales	41,901	42,916	78,319	80,173
Other net sales [1]	1,274	—	1,274	—
Net sales	$ 43,175	$ 42,916	$ 79,593	$ 80,173

_____

(1) Represents SRS net sales since the acquisition date of June 18, 2024. See discussion above for information on the components of Other net sales.

Note: During the first quarter of fiscal 2024, we made certain changes to our merchandising department structure that realign certain merchandising departments across our major product lines. As a result, prior-year amounts have been reclassified to conform with the current-year presentation. These changes had no impact on consolidated net sales.

Summary of Net Sales, Classified by Geography

The following table presents net sales, classified by geography:

	Three Months Ended		Six Months Ended	
in millions	July 28, 2024	July 30, 2023	July 28, 2024	July 30, 2023
Net sales – in the U.S.	$ 39,513	$ 39,191	$ 73,082	$ 73,698
Net sales – outside the U.S.	3,662	3,725	6,511	6,475
Net sales	$ 43,175	$ 42,916	$ 79,593	$ 80,173

Summary of Net Sales by Products and Services

The following table presents net sales by products and services:

	Three Months Ended		Six Months Ended	
in millions	July 28, 2024	July 30, 2023	July 28, 2024	July 30, 2023
Net sales – products	$ 41,605	$ 41,361	$ 76,683	$ 77,249
Net sales – services	1,570	1,555	2,910	2,924
Net sales	$ 43,175	$ 42,916	$ 79,593	$ 80,173

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PROPERTY AND LEASES (Tables)

6 Months Ended

Jul. 28, 2024

Leases [Abstract]

Summary of Assets and Liabilities Related to Operating and Finance Leases

The following table presents the consolidated balance sheet classification related to operating and finance leases:

in millions	Consolidated Balance Sheet Classification	July 28, 2024	January 28, 2024
Assets:			
Operating lease assets	Operating lease right-of-use assets	$ 8,613	$ 7,884
Finance lease assets [1]	Net property and equipment	2,754	2,840
Total lease assets		$ 11,367	$ 10,724
Liabilities:			
Current:			
Operating lease liabilities	Current operating lease liabilities	$ 1,242	$ 1,050
Finance lease liabilities	Current installments of long-term debt	273	268
Long-term:			
Operating lease liabilities	Long-term operating lease liabilities	7,635	7,082
Finance lease liabilities	Long-term debt, excluding current installments	2,923	3,000
Total lease liabilities		$ 12,073	$ 11,400

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(1) Finance lease assets are recorded net of accumulated amortization of $1.4 billion as of July 28, 2024 and $1.2 billion as of January 28, 2024.

Summary of Supplemental Non-Cash Information Related to Leases

The following table presents supplemental non-cash information related to leases:

	Six Months Ended	
in millions	July 28, 2024	July 30, 2023
Lease assets obtained in exchange for new operating lease liabilities	$ 670	$ 583
Lease assets obtained in exchange for new finance lease liabilities	74	192

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GOODWILL AND INTANGIBLE ASSETS (Tables)

6 Months Ended

Jul. 28, 2024

Goodwill and Intangible Assets Disclosure [Abstract]

Schedule of Goodwill

The following table presents the changes in the carrying amount of our goodwill:

in millions	Primary Segment	Other	Consolidated
Goodwill, balance at January 28, 2024	$ 8,455	$ —	$ 8,455
Acquisitions [1]	—	10,967	10,967
Other [2]	(8)	—	(8)
Goodwill, balance at July 28, 2024	$ 8,447	$ 10,967	$ 19,414

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(1) Fiscal 2024 activity represents the preliminary determination of goodwill related to the acquisition of SRS. See Note 10 for details regarding the SRS acquisition.

(2) Primarily reflects the net impact of foreign currency translation as well as immaterial measurement period adjustments related to fiscal 2023 acquisitions.

Schedule of Finite-Lived Intangible Assets

The following table presents information regarding our intangible assets:

	July 28, 2024 [1]			January 28, 2024		
in millions	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Definite-Lived Intangible Assets:						
Customer relationships	$ 8,795	$ (797)	$ 7,998	$ 3,425	$ (670)	$ 2,755
Trade names	607	(40)	567	227	(25)	202
Other	11	(11)	—	12	(12)	—
Indefinite-Lived Intangible Assets:						
Trade names	649		649	649		649
Total Intangible Assets	$ 10,062	$ (848)	$ 9,214	$ 4,313	$ (707)	$ 3,606

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(1) Fiscal 2024 includes the preliminary allocation of fair value to intangible assets related to the acquisition of SRS. See Note 10 for details regarding the SRS acquisition.

Schedule of Indefinite-Lived Intangible Assets

The following table presents information regarding our intangible assets:

	July 28, 2024 [1]			January 28, 2024		
in millions	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Definite-Lived Intangible Assets:						
Customer relationships	$ 8,795	$ (797)	$ 7,998	$ 3,425	$ (670)	$ 2,755
Trade names	607	(40)	567	227	(25)	202
Other	11	(11)	—	12	(12)	—
Indefinite-Lived Intangible Assets:						
Trade names	649		649	649		649
Total Intangible Assets	$ 10,062	$ (848)	$ 9,214	$ 4,313	$ (707)	$ 3,606

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(1) Fiscal 2024 includes the preliminary allocation of fair value to intangible assets related to the acquisition of SRS. See Note 10 for details regarding the SRS acquisition.

Schedule of Finite-Lived Intangible Assets, Future Amortization Expense

The following table presents the estimated future amortization expense related to definite-lived intangible assets as of July 28, 2024:

in millions	Amortization Expense
Fiscal 2024 - remaining	$ 282
Fiscal 2025	551
Fiscal 2026	551
Fiscal 2027	542
Fiscal 2028	524
Thereafter	6,115
Total	$ 8,565

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STOCKHOLDERS' EQUITY (Tables)

6 Months Ended
Jul. 28, 2024

Equity [Abstract]

Summary of Reconciliation of the Number of Shares of our Common Stock Outstanding and Cash Dividends Per Share

The following table presents a reconciliation of the number of shares of our common stock outstanding and cash dividends per share:

	Three Months Ended		Six Months Ended	
shares in millions	July 28, 2024	July 30, 2023	July 28, 2024	July 30, 2023
Common stock:				
Shares at beginning of period	1,798	1,795	1,796	1,794
Shares issued under employee stock plans, net	1	1	3	2
Shares at end of period	1,799	1,796	1,799	1,796
Treasury stock:				
Shares at beginning of period	(806)	(788)	(804)	(778)
Repurchases of common stock	—	(7)	(2)	(17)
Shares at end of period	(806)	(795)	(806)	(795)
Shares outstanding at end of period	993	1,001	993	1,001
Cash dividends per share	$ 2.25	$ 2.09	$ 4.50	$ 4.18

Summary of Repurchases of Common Stock

The following table presents information about our repurchases of common stock, all of which were completed through open market purchases:

	Three Months Ended		Six Months Ended	
in millions	July 28, 2024	July 30, 2023	July 28, 2024	July 30, 2023
Total number of shares repurchased	—	7	2	17
Total cost of shares repurchased	$ (1)	$ 2,017	$ 599	$ 5,045

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FAIR VALUE MEASUREMENTS (Tables)

6 Months Ended
Jul. 28, 2024

Fair Value Disclosures [Abstract]

Summary of Assets and Liabilities Measured at Fair Value on a Recurring Basis

The following table presents the assets and liabilities that are measured at fair value on a recurring basis:

in millions	July 28, 2024 Fair Value (Level 2)	January 28, 2024 Fair Value (Level 2)
Derivative agreements – assets	$ —	$ —
Derivative agreements – liabilities	(796)	(859)
Total	$ (796)	$ (859)

Summary of Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis

The following table presents the aggregate fair values and carrying values of our senior notes:

	July 28, 2024		January 28, 2024	
in millions	Fair Value (Level 1)	Carrying Value	Fair Value (Level 1)	Carrying Value
Senior notes	$ 46,879	$ 49,709	$ 38,495	$ 40,843

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WEIGHTED AVERAGE COMMON SHARES (Tables)

6 Months Ended
Jul. 28, 2024

Earnings Per Share [Abstract]

Summary of Weighted Average Number of Shares

The following table presents the reconciliation of our basic to diluted weighted average common shares as well as the number of anti-dilutive securities excluded from diluted weighted average common shares:

	Three Months Ended		Six Months Ended	
in millions	July 28, 2024	July 30, 2023	July 28, 2024	July 30, 2023
Basic weighted average common shares	990	1,000	989	1,005
Effect of potentially dilutive securities [1]	2	3	3	3
Diluted weighted average common shares	992	1,003	992	1,008
Anti-dilutive securities excluded from diluted weighted average common shares	1	1	1	1

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(1) Represents the dilutive impact of stock-based awards.

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ACQUISITIONS (Tables)

6 Months Ended
Jul. 28, 2024

Business Combination, Asset Acquisition, and Joint Venture Formation [Abstract]

Schedule of Business Acquisitions, by Acquisition

The following table summarizes total preliminary purchase consideration:

in millions	
Total cash consideration	$ 17,720
Fair value of common stock issued [1]	321
Total preliminary purchase consideration	$ 18,041

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(1) In connection with the acquisition, certain members of SRS's management team concurrently reinvested a portion of their respective after-tax merger consideration proceeds into shares of the Company's common stock. A portion of such shares of Company common stock are fully vested, and accordingly, the fair value of such shares was recorded as non-cash purchase consideration. A portion of such shares of Company common stock, which replaced legacy SRS stock-based awards, are subject to service-based vesting conditions over a three-year period and become forfeitable if such vesting conditions are not satisfied. Accordingly, a portion of the fair value of these shares was recorded as non-cash purchase consideration, and the remainder will be recorded as post-combination expense over the vesting period. The fair value of these shares, including the amount which will be recorded as post-combination compensation cost, is not material.

Schedule of Recognized Identified Assets Acquired and Liabilities Assumed

The following table summarizes the recorded fair values of the assets acquired and liabilities assumed:

in millions	Preliminary Fair Value
Cash and cash equivalents	$ 161
Receivables	1,832
Merchandise inventories	1,988
Property and equipment	834
Goodwill	10,967
Intangible assets	5,750
Other current and non-current assets	744
Total assets acquired	$ 22,276
Accounts payable	$ 1,791
Other current liabilities	584
Deferred tax liabilities [1]	1,078
Other long-term liabilities	782
Total liabilities assumed	$ 4,235

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(1) Primarily resulting from the difference in book and tax basis related to identifiable intangible assets.

Schedule of Acquired Finite-Lived Intangible Assets by Major Class

The preliminary fair value and estimated useful lives of identifiable intangible assets are as follows:

in millions	Weighted Average Useful Life (Years)	Preliminary Fair Value
Customer relationships	20	$ 5,370
Trade names	5	380
Total identifiable intangible assets		$ 5,750

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SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Components of Receivables (Details) - USD ($) $ in Millions

	Jul. 28, 2024	Jan. 28, 2024
New Accounting Pronouncements or Change in Accounting Principle [Line Items]		
Receivables, net	$ 5,503	$ 3,328
Card receivables		
New Accounting Pronouncements or Change in Accounting Principle [Line Items]		
Receivables, net	1,240	988
Rebate receivables		
New Accounting Pronouncements or Change in Accounting Principle [Line Items]		
Receivables, net	1,395	841
Customer receivables		
New Accounting Pronouncements or Change in Accounting Principle [Line Items]		
Receivables, net	2,296	924
Other receivables		
New Accounting Pronouncements or Change in Accounting Principle [Line Items]		
Receivables, net	$ 572	$ 575

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SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Details) - USD ($) $ in Millions

	Jul. 28, 2024	Jan. 28, 2024
Accounting Policies [Abstract]		
Supplier finance program	$ 530	$ 514

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SEGMENT REPORTING AND NET SALES - Summary of Segment, Reconciliation of Other Items from Segments to Consolidated (Details) - USD ($) $ in Millions

	3 Months Ended		6 Months Ended	
	Jul. 28, 2024	Jul. 30, 2023	Jul. 28, 2024	Jul. 30, 2023
Disaggregation of Revenue [Line Items]				
Net sales	$ 43,175	$ 42,916	$ 79,593	$ 80,173
Operating income	6,534	6,589	11,613	12,140
Interest income and other, net	(84)	(41)	(141)	(74)
Interest expense	573	469	1,058	943
Earnings before provision for income taxes	6,045	6,161	10,696	11,271
Intangible asset amortization	90	44	142	88
Primary Segment				
Disaggregation of Revenue [Line Items]				
Intangible asset amortization	51		103	
Other				
Disaggregation of Revenue [Line Items]				
Net sales	1,274	0	1,274	0
Operating income	72		72	
Intangible asset amortization	39		39	
Operating Segments | Primary Segment				
Disaggregation of Revenue [Line Items]				
Net sales	41,901	$ 42,916	78,319	$ 80,173
Operating income	$ 6,462		$ 11,541	

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SEGMENT REPORTING AND NET SALES - Summary of Net Sales (Details) - USD ($) $ in Millions

	3 Months Ended		6 Months Ended	
	Jul. 28, 2024	Jul. 30, 2023	Jul. 28, 2024	Jul. 30, 2023
Disaggregation of Revenue [Line Items]				
Net sales	$ 43,175	$ 42,916	$ 79,593	$ 80,173
In the U.S.				
Disaggregation of Revenue [Line Items]				
Net sales	39,513	39,191	73,082	73,698
Outside the U.S.				
Disaggregation of Revenue [Line Items]				
Net sales	3,662	3,725	6,511	6,475
Primary Segment | Operating Segments				
Disaggregation of Revenue [Line Items]				
Net sales	41,901	42,916	78,319	80,173
Other				
Disaggregation of Revenue [Line Items]				

Net sales	1,274	0	1,274	0
Building Materials | Primary Segment | Operating Segments				
Disaggregation of Revenue [Line Items]				
Net sales	13,935	14,268	26,549	27,261
Décor | Primary Segment | Operating Segments				
Disaggregation of Revenue [Line Items]				
Net sales	13,591	13,863	25,935	26,567
Hardlines | Primary Segment | Operating Segments				
Disaggregation of Revenue [Line Items]				
Net sales	14,375	14,785	25,835	26,345
Products				
Disaggregation of Revenue [Line Items]				
Net sales	41,605	41,361	76,683	77,249
Services				
Disaggregation of Revenue [Line Items]				
Net sales	$ 1,570	$ 1,555	$ 2,910	$ 2,924

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SEGMENT REPORTING AND NET SALES - Narrative (Details) $ in Billions	6 Months Ended	
	Jul. 28, 2024 USD ($) segment reportableSegment	Jan. 28, 2024 USD ($)
Disaggregation of Revenue [Line Items]		
Number of operating segments | segment	3	
Number of reportable segments | reportableSegment	1	
Deferred revenue	$ 1.8	$ 1.7
General redemption period	6 months	
Gift card performance obligations	$ 1.0	$ 1.1
Product Concentration Risk | Revenue Benchmark | Roofing Products | Other		
Disaggregation of Revenue [Line Items]		
Concentration risk percentage	65.00%	

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PROPERTY AND LEASES - Narrative (Details) - USD ($) $ in Billions	Jul. 28, 2024	Jan. 28, 2024
Leases [Abstract]		
Accumulated depreciation and amortization	$ 28.3	$ 27.1

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PROPERTY AND LEASES - Summary of Assets and Liabilities Related to Operating and Finance Leases (Details) - USD ($) $ in Millions	Jul. 28, 2024	Jan. 28, 2024
Assets		
Operating lease assets	$ 8,613	$ 7,884
Finance lease assets	2,754	2,840
Total lease assets	11,367	10,724
Current:		
Operating lease liabilities	1,242	1,050
Finance lease liabilities	273	268
Long-term:		
Operating lease liabilities	7,635	7,082
Finance lease liabilities	2,923	3,000
Total lease liabilities	12,073	11,400
Finance lease asset accumulated amortization	$ 1,400	$ 1,200

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PROPERTY AND LEASES - Summary of Supplemental Non-Cash Information Related to Leases (Details) - USD ($) $ in Millions	6 Months Ended	
	Jul. 28, 2024	Jul. 30, 2023
Leases [Abstract]		
Lease assets obtained in exchange for new operating lease liabilities	$ 670	$ 583
Lease assets obtained in exchange for new finance lease liabilities	$ 74	$ 192

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GOODWILL AND INTANGIBLE ASSETS - Schedule of Goodwill (Details) $ in Millions	6 Months Ended
	Jul. 28, 2024 USD ($)
Goodwill [Roll Forward]	
Goodwill, balance at beginning of year	$ 8,455
Acquisitions	10,967
Other	(8)
Goodwill, balance at end of year	19,414
Primary Segment	
Goodwill [Roll Forward]	
Goodwill, balance at beginning of year	8,455
Acquisitions	0
Other	(8)
Goodwill, balance at end of year	8,447
Other	
Goodwill [Roll Forward]	
Goodwill, balance at beginning of year	0
Acquisitions	10,967
Other	0
Goodwill, balance at end of year	$ 10,967

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GOODWILL AND INTANGIBLE ASSETS - Schedule of Intangible Assets (Details) - USD ($) $ in Millions	Jul. 28, 2024	Jan. 28, 2024
Finite-Lived Intangible Assets [Line Items]		
Accumulated Amortization	$ (848)	$ (707)
Net Carrying Amount	8,565	

Indefinite-Lived Intangible Assets [Line Items]		
Total Intangible Assets	10,062	4,313
Total Intangible, Net	9,214	3,606
Trade names		
Indefinite-Lived Intangible Assets [Line Items]		
Indefinite-lived intangible assets	649	649
Customer relationships		
Finite-Lived Intangible Assets [Line Items]		
Gross Carrying Amount	8,795	3,425
Accumulated Amortization	(797)	(670)
Net Carrying Amount	7,998	2,755
Trade names		
Finite-Lived Intangible Assets [Line Items]		
Gross Carrying Amount	607	227
Accumulated Amortization	(40)	(25)
Net Carrying Amount	567	202
Other		
Finite-Lived Intangible Assets [Line Items]		
Gross Carrying Amount	11	12
Accumulated Amortization	(11)	(12)
Net Carrying Amount	$ 0	$ 0

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GOODWILL AND INTANGIBLE ASSETS - Narrative (Details) - USD ($) $ in Millions	**3 Months Ended**		**6 Months Ended**	
	Jul. 28, 2024	**Jul. 30, 2023**	**Jul. 28, 2024**	**Jul. 30, 2023**
Goodwill and Intangible Assets Disclosure [Abstract]				
Intangible asset amortization	$ 90	$ 44	$ 142	$ 88

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GOODWILL AND INTANGIBLE ASSETS - Schedule of Estimated Future Amortization Expense (Details) $ in Millions	**Jul. 28, 2024 USD ($)**
Goodwill and Intangible Assets Disclosure [Abstract]	
Fiscal 2024 - remaining	$ 282
Fiscal 2025	551
Fiscal 2026	551
Fiscal 2027	542
Fiscal 2028	524
Thereafter	6,115
Net Carrying Amount	$ 8,565

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DEBT AND DERIVATIVE INSTRUMENTS - Short-term Debt (Details) $ in Billions					**1 Months Ended**		**6 Months Ended**	
	Jun. 27, 2024 USD ($)	**Jun. 25, 2024 USD ($)**	**Jun. 18, 2024 USD ($)**	**Jan. 29, 2024 USD ($)**	**Jul. 28, 2024 USD ($)**	**May 31, 2024 USD ($) creditFacility**	**Jul. 28, 2024 USD ($)**	**Jan. 28, 2024 USD ($)**
Debt Instrument [Line Items]								
Back-up credit facilities outstanding					$ 0.0		$ 0.0	$ 0.0
Short-term debt					2.5		2.5	$ 0.0
Number of back-up credit facilities | creditFacility						3		
Borrowings of commercial paper			$ 15.0					
Proceeds from Issuance of Senior Long-Term Debt		$ 10.0						
Repayments of commercial paper		$ 10.0						
Commercial Paper								
Debt Instrument [Line Items]								
Maximum borrowing capacity of credit facility				$ 5.0	$ 9.5	$ 19.5	9.5	
Maximum amount outstanding during period							$ 15.3	
Weighted average interest rate					5.40%		5.40%	
Revolving Credit Facility								
Debt Instrument [Line Items]								
Maximum borrowing capacity of credit facility				5.0	$ 9.5		$ 9.5	
Revolving Credit Facility | 5-year Back-up Credit Facility								
Debt Instrument [Line Items]								
Maximum borrowing capacity of credit facility				$ 3.5				
Expiration period				5 years				
Revolving Credit Facility | 364-day Back-up Credit Facility								
Debt Instrument [Line Items]								
Maximum borrowing capacity of credit facility				$ 1.5	$ 1.5	$ 3.5	$ 1.5	
Expiration period				364 days	364 days	364 days		
Revolving Credit Facility | Three Year Back Up Credit Facility Expiring May 2027								
Debt Instrument [Line Items]								
Maximum borrowing capacity of credit facility						$ 1.0		
Expiration period						3 years		
Revolving Credit Facility | 364-day Back-up Credit Facility								
Debt Instrument [Line Items]								
Maximum borrowing capacity of credit facility						$ 10.0		
Expiration period						364 days		
Extinguishment of Debt, Amount	$ 10.0							

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DEBT AND DERIVATIVE INSTRUMENTS - Long-term Debt (Details) $ in Millions	**1 Months Ended**	
	Jun. 30, 2024 USD ($) tranche	**Feb. 29, 2024 USD ($)**
Debt Instrument [Line Items]		
Number of tranches | tranche	9	
Senior Notes | Senior Notes Due December 24, 2025, Floating Rate, First Tranche		
Debt Instrument [Line Items]		
Debt instrument face amount	$ 600.0	
Basis spread on variable rate (as a percent)	0.33%	
Senior Notes | Senior Notes Due December 24, 2025, 5.100% Second Tranche		
Debt Instrument [Line Items]		
Debt instrument face amount	$ 900.0	

Debt instrument interest rate (in percentage)	5.10%
Unamortized discount	$ 0.8
Senior Notes | Senior Notes Due June 25, 2026, 5.150% Third Tranche	
Debt Instrument [Line Items]	
Debt instrument face amount	$ 1,500.0
Debt instrument interest rate (in percentage)	5.15%
Unamortized discount	$ 1.7
Senior Notes | Senior Notes Due June 25, 2027, 4.875% Fourth Tranche	
Debt Instrument [Line Items]	
Debt instrument face amount	$ 1,000.0
Debt instrument interest rate (in percentage)	4.875%
Unamortized discount	$ 3.3
Senior Notes | Senior Notes Due June 25, 2029 , 4.750% Fifth Tranche	
Debt Instrument [Line Items]	
Debt instrument face amount	$ 1,250.0
Debt instrument interest rate (in percentage)	4.75%
Unamortized discount	$ 8.1
Senior Notes | Senior Notes Due June 25, 2031, 4.850% Sixth Tranche	
Debt Instrument [Line Items]	
Debt instrument face amount	$ 1,000.0
Debt instrument interest rate (in percentage)	4.85%
Unamortized discount	$ 7.1
Senior Notes | Senior Notes Due June 25, 2034, 4.950% Seventh Tranche	
Debt Instrument [Line Items]	
Debt instrument face amount	$ 1,750.0
Debt instrument interest rate (in percentage)	4.95%
Unamortized discount	$ 16.7
Senior Notes | Senior Notes Due June 25, 2054, 5.300% Eighth Tranche	
Debt Instrument [Line Items]	
Debt instrument face amount	$ 1,500.0
Debt instrument interest rate (in percentage)	5.30%
Unamortized discount	$ 23.5
Senior Notes | Senior Notes Due June 25, 2064, 5.400% Ninth Tranche	
Debt Instrument [Line Items]	
Debt instrument face amount	$ 500.0
Debt instrument interest rate (in percentage)	5.40%
Unamortized discount	$ 8.5
Senior Notes | June 2024 Issuance	
Debt Instrument [Line Items]	
Issuance costs	$ 41.0
Senior Notes | Senior Notes Due February 2024, 3.75%	
Debt Instrument [Line Items]	
Debt instrument interest rate (in percentage)	3.75%
Repayments of debt	$ 1,100.0
Senior Notes | 2025 and 2026 Senior Notes	
Debt Instrument [Line Items]	
Debt instrument redemption price (in percentage)	100.00%
Debt instrument change of control redemption price (in percentage)	101.00%

XML 59 R43.htm IDEA: XBRL DOCUMENT

DEBT AND DERIVATIVE INSTRUMENTS - Derivative Instruments and Hedging Activities (Details) - USD ($) $ in Millions	Jul. 28, 2024	Jan. 28, 2024
Derivative [Line Items]		
Cash collateral received	$ 686	$ 714
Interest Rate Swap | Fair Value Hedging		
Derivative [Line Items]		
Notional amount	5,400	5,400
Fair value agreements	$ 796	$ 858

XML 60 R44.htm IDEA: XBRL DOCUMENT

STOCKHOLDERS' EQUITY - Summary of Reconciliation of the Number of Shares of our Common Stock Outstanding and Cash Dividends Per Share (Details) - $ / shares shares in Millions	3 Months Ended		6 Months Ended		
	Jul. 28, 2024	Jul. 30, 2023	Jul. 28, 2024	Jul. 30, 2023	Jan. 28, 2024
Common stock:					
Shares at beginning of period (in shares)	1,798	1,795	1,796	1,794	
Shares issued under employee stock plans, net	1	1	3	2	
Shares at end of period (in shares)	1,799	1,796	1,799	1,796	
Treasury stock:					
Shares at beginning of period (in shares)	(806)	(788)	(804)	(778)	
Repurchases of common stock (in shares)	0	(7)	(2)	(17)	
Shares at end of period (in shares)	(806)	(795)	(806)	(795)	
Shares outstanding at end of period (in shares)	993	1,001	993	1,001	992
Cash dividends per share (in dollars per share)	$ 2.25	$ 2.09	$ 4.50	$ 4.18	

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STOCKHOLDERS' EQUITY - Narrative (Details) - USD ($) $ in Billions	Jul. 28, 2024	Aug. 31, 2023	Aug. 31, 2022
2023 Share Repurchase Program			
Equity, Class of Treasury Stock [Line Items]			
Share repurchase amount		$ 15.0	
Remaining authorized repurchase amount	$ 11.7		
2022 Share Repurchase Program			
Equity, Class of Treasury Stock [Line Items]			
Share repurchase amount			$ 15.0

XML 62 R46.htm IDEA: XBRL DOCUMENT

STOCKHOLDERS' EQUITY - Summary of Repurchases of Common Stock (Details) - USD ($)	3 Months Ended		6 Months Ended	
	Jul. 28, 2024	Jul. 30, 2023	Jul. 28, 2024	Jul. 30, 2023

shares in Millions, $ in Millions				
Equity [Abstract]				
Total number of shares repurchased	0	7	2	17
Total cost of shares repurchased	$ (1)			
Total cost of shares repurchased		$ 2,017	$ 599	$ 5,045

XML 63 R47.htm IDEA: XBRL DOCUMENT

FAIR VALUE MEASUREMENTS - Summary of Assets and Liabilities Measured at Fair Value on a Recurring Basis (Details) - Fair Value Measurements Recurring - Fair Value (Level 2) - USD ($) $ in Millions	Jul. 28, 2024	Jan. 28, 2024
Fair Value, Assets and Liabilities Measured on a Recurring Basis [Line Items]		
Derivative agreements – assets	$ 0	$ 0
Derivative agreements – liabilities	(796)	(859)
Total	$ (796)	$ (859)

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FAIR VALUE MEASUREMENTS - Summary of Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis (Details) - USD ($) $ in Millions	Jul. 28, 2024	Jan. 28, 2024
Fair Value, Assets and Liabilities Measured on a Nonrecurring Basis [Line Items]		
Carrying value of senior notes	$ 49,709	$ 40,843
Senior notes | Fair Value Measurements Nonrecurring | Fair Value (Level 1)		
Fair Value, Assets and Liabilities Measured on a Nonrecurring Basis [Line Items]		
Fair value of senior notes	$ 46,879	$ 38,495

XML 65 R49.htm IDEA: XBRL DOCUMENT

WEIGHTED AVERAGE COMMON SHARES (Details) - shares shares in Millions	3 Months Ended		6 Months Ended	
	Jul. 28, 2024	Jul. 30, 2023	Jul. 28, 2024	Jul. 30, 2023
Reconciliation of Basic to Diluted Weighted Average Common Shares:				
Basic weighted average common shares (in shares)	990	1,000	989	1,005
Effect of potentially dilutive securities (in shares)	2	3	3	3
Diluted weighted average common shares (in shares)	992	1,003	992	1,008
Anti-dilutive securities excluded from diluted weighted average common shares (in shares)	1	1	1	1

XML 66 R50.htm IDEA: XBRL DOCUMENT

ACQUISITIONS - Schedule Of Purchase Price Included Forms Of Consideration (Details) - USD ($) $ in Millions	6 Months Ended		
	Jun. 18, 2024	Jul. 28, 2024	Jul. 30, 2023
Business Acquisition [Line Items]			
Fair value of common stock issued		$ 321	$ 0
SRS Acquisition			
Business Acquisition [Line Items]			
Total cash consideration	$ 17,720		
Fair value of common stock issued	321		
Total preliminary purchase consideration	$ 18,041		

XML 67 R51.htm IDEA: XBRL DOCUMENT

ACQUISITIONS - Schedule of Business Acquisitions, by Acquisition (Details) - USD ($) $ in Millions	Jul. 28, 2024	Jun. 18, 2024	Jan. 28, 2024
Business Acquisition [Line Items]			
Goodwill	$ 19,414		$ 8,455
SRS Acquisition			
Business Acquisition [Line Items]			
Cash and cash equivalents		$ 161	
Receivables		1,832	
Merchandise inventories		1,988	
Property and equipment		834	
Goodwill		10,967	
Intangible assets		5,750	
Other current and non-current assets		744	
Total assets acquired		22,276	
Accounts payable		1,791	
Other current liabilities		584	
Deferred Tax Liabilities		1,078	
Other long-term liabilities		782	
Total liabilities assumed		$ 4,235	

XML 68 R52.htm IDEA: XBRL DOCUMENT

ACQUISITIONS - Schedule of Finite-Lived Intangible Assets (Details) - SRS Acquisition $ in Millions	Jun. 18, 2024 USD ($)
Business Acquisition [Line Items]	
Preliminary Fair Value	$ 5,750
Customer relationships	
Business Acquisition [Line Items]	
Weighted Average Useful Life (Years)	20 years
Preliminary Fair Value	$ 5,370
Trade names	
Business Acquisition [Line Items]	
Weighted Average Useful Life (Years)	5 years
Preliminary Fair Value	$ 380

XML 69 R53.htm IDEA: XBRL DOCUMENT

ACQUISITIONS - Narrative (Details) - USD ($) $ in Millions	3 Months Ended 6 Months Ended			
	Jul. 28, 2024	Jul. 28, 2024	Jun. 18, 2024	Jan. 28, 2024
Business Acquisition [Line Items]				
Goodwill	$ 19,414	$ 19,414		$ 8,455
SRS Distribution Inc				
Business Acquisition [Line Items]				
Expected tax deductible amount of goodwill			$ 1,000	
Net sales since acquisition	$ 1,300	$ 1,300		

***EXCEL 70 Financial_Report.xlsx IDEA: XBRL DOCUMENT begin 644 Financial_Report.xlsx M4$L#!!0 ($&.$UD'04UB@0 -+$ 0 9&)C4')O<';O87!P+GAM M;$V;/0L",1!$_!QO;=!P4)B0-!2L+(/>QLOD&1+LD)^OCG!CVX>;QA&WPIG M*N*I#BV&5(_C(I(/!47BK9.7;=N')=HI6-Y #OGDK7A.YNJQ<&4GPZ4A!0W_J=0U!R;UEA_6\#MI7E!+ P04 M "_!!CA-9T!M-=_K @ $0 &1O8U!R;W!S+V-O&ULS9+/ML,P#(=?!>7>NNT&8E&7"]-,("$Q"<0M2KPMHOFCQ*C=V].&K1."^ ?-Y?/ MGR6W*G#E(SY"S"2P70SV,XEKL*:'8D"!TC]B%;F4!HJNH.+)+4DB1,P"+,1"9;K;B**,G',UZK&1\^8Y=A6@%V:-%1@KJL@8EI M8C@-70M7P 0CC#9]%U#/Q%S]$YL[P,I)(9DYU? =IV2]R;MRAAK>GQY>\;F%< M(ND4CK^2X70*N&:7R: ^+A\UNRT13-FWV MYA\;7P1%"[_N0GP!4$L#!!0 ($&.$UF97)PC$ 8)PG 3 >&PO M=&AE;64O=&AE;64Q+GAM;.U:6W/,.!1^[Z_0>&?V;00&-H&VM!-S:7;,MJE$ M[4X?A1%8&C5(_C(I(/!47BK9.7;=N')=HI6-Y #OGDKZFSP$+.G[SD5'Y^@X>?/N+F+HAHB4 M\GA@V2_;UKNW+I[@5S(D4P&;>O_*I4Q>M5H_,X?+&A T\116FI?(+3E'S/X%/F7/Z3H=.H%N.!M8('_,Z?D3E)(X53"Q,!J9S)6 M:\?1TDB @LE]E 6Z2?:CTQ4(,@T].IU8SG9\]L3MGXS*VG0T;1K@X_%X.+,+ MTHMP' 3@4;N>PIWT,+^D00FTHVG09-CVVJZ1IJJ-4T_3]WW?ZYMHG J-6T_3 M:W?=TXZ)QJW0> V^\4^'PZZ)QJO0=.MD$?]KFNDZ19H0D;CZWH2%,7'E0-_@ M_%AP=M,,T@.67BGZ=90:V1VIW4%<\%CN.8D1_L;%!-9!TAF6-$9RG9_%#@ W MQ-%,4'RO0;:*X,*2TER0UL\!M5 :")K(@?5'@B%W*_]!9>[R:0S>IU].LYK ME'!HJP&GI;N;SY/\<^CDGZ>3UTU"SG"\+ GQ^R-;88C'(CN]WV6'WV3T=N(!>IP+,BUY1&)$6?`MR"VZY!$XM4D-,A,_")V&F&I0' *D"3&6H8;XM,:L$> 3?;>^",C?C8CWJV^: M/5>A6$G:A/@01AKBG'/F<|%L^P>E1M'V5;SCFED)O816:I^JAS0^]!XR"@7QN1X^Y7IX"C>6QKQ0KH)[?_1VC?"J_B" MP#E_+GW/I>^YI#VATK\>WZV22$KYI9+2,6D$N!LT$DN/R+RO JQ GH9%LE"0AMNZ5/U2I77Y;-^Y*+/@6>3IKZ%7L/PS^3Q?Y[3-"S-#MW)+ZK,4OK4F M.$KTL@'37[]EUVY".E,%.70[@:0KX#;;J=W#HXGIB1-MN0K34!!OP_GIQ7@:XCG9!+E]F%=MY]C1T?OGP5&PH^\\EAW'B/*B(>ZAAIC/ MPT.'>7M?F&>5QE T%&ULK"0L1K=@N-? Q+!3@9& MH >#KU$"\E)58#%;Q@,K MD*)\]3(Q%Z'#GEUQ?X]&2X]NF9;5NKREW&6TB4CG":9@39ZO*WF6QP54=SU5; M\K"^;CVT%4|/_EFMR)\,$4X6"Q) (8Y07ID]B\QE3ON>;G*YZ(G;Z MEW?!8/+!<,E'#^4[YU_T74.N?O;=.%_INDSM(3)QYO1$!=$4"(Y4U#VT%SU&Z.9X!ZSAW.;>KC"1:S_6-8> ^3+!?.7#;.MK# M7N83+$.D?L%|BHJ $:MBOKJO3_DEG#NT>_&:!O\UMND]MW@#'S4JUJE9"L1 M/TL'?!^2!F.,6_0T7X\48JVFL:W&VC$,>8!8\PRA9CC?AT6:&C/5BZPYC0IO M0=5 Y3_;U UH]@TT')$%7C&9MC:CY$X*/- S^[PVPPL2.X>V+OP%02P,$% M @ 08X36?/B(3;*!0 Q!X !@ !X;"]W;W)K-;V]"2' MY- WR 8[2>4#]90,$WP[+WIT='DM#39""?E,KSC5Y2N)47,166J_?.8X*5CQA MZDRL>0IW%D(F3,.I7#IJ+3D+\JZ D=]CK=I+V$16EK.,BO3>5P(#(=I#Y$16T&R.]R^9+'8G/1\EJ[" ?1(Q#[218/#U&,<\CHT2E./O MK6BK_$T3^/)XIWZ=PP/,G"D^%O'O4:A7%ZWS%@GY@F6QOA>;#WP+U#%Z@#8A5 M_HLBF?;I18),J5%L@V&$B116GRSIVU%O QP:P+H-H""^"?#]?L'?!O@Y:%&R M':N*:38<2+$ATCP-:N8@KYL\&FBBU*1QIB7^23R+5*T4F:$NK1M M*<\8#QIERS/B^,;P5\7QR_KQ3A>KE3VNIJ.A\8WY.R5G+T#6Z9D.(7D.T!'G&M!8N5-9%H6$/ M\Q+P'"W4)-61?B;74Z3EU>S8R-*XA6;\DZQ]"=L^7D1E# M(8>W++$V4%SGP]VG";F:3.\>3HJRW=R.5VRPJ$Q#6,^MYE/W$-R;-! 2VBQ1OYK8B/&@IL@O+(1W"/(#>R(W(732:!$% M.3?2DO=(ĢNG/NUZ;=JU\]+!37EIQ4L/X1V%(:BKD]!T!^0C/D;O4GE=2'L,]>957\G"+DS?6$;SLUH/A KV>;\4ZAC/R*FODX7[F MHP@#@7]!.52#'KL$>D!? O@'CS/RG<,8^15SLC#;UI2O.D:T(&,TS]0T!R[%"TN>1IA,.NMJRQ[%K]8UFC$>U92S,D3T($-T MD\(+=K$N9UY"V0[P_W0ROW0@]R/>4D#)P]^8"FD=1S:H_,126CK MHR#@(0R82%D)3Z&"Z*5"Z(^N.!9PN*87&8*,BM[N\5U:M^Y\;BF:?)7YH0>9 MGTG"Y=)TS/>@H%?@#Y(U2^VIQ07K08_A?6CE?2AN77.)7"%()(:'R]3C'<,# MT!V!\VB#K(P0/6B-: Q#]@3'=Y.&_(G\RNUVQ*5<^,[]7!;FCQX*)K,P. MQ;W'%QW0@%4Z]CH1QME\Y6#1L87./W.FI2^%C!3V&__$K_^/O6@=EC%X_XKF/-BG]#,>/GV]2^L69,LM@S+,]^2C2F'2]QXO!W4_,3)B* MQ'P!H>Y9#T8\66R9%B=:K/-=Q[G06B3YX8]SD$OS -Q?"*%W)^8'RHWKX3]0 M2P,$% @ 08X36=M]&V>_!@-"QT !@-!X;"]W;W)KD3A^$_%&L.5?H,4OSXFRR5FIS/)T6 M\9IGK#@2&Y[K7U9"9DSI6WD_+3:2LV7=*$NGQ"\:<.2?#([K9]=R]FI*%6: MY/Q:HJ+,,B.?/O!4/)Q-\.3YP4UROU;5@^GL=,/N^8*K[YMK]>^F.R_+).-Y MD8@<2;XZFYSCXSD-]@:UQ=\)?RAZUZ@*Y4Z(!7-Y?)LXE2*>,IC5;E@^M^6 MSWF.5IZTCI^MTGNG57#_Q6S]S,KX'4P=ZS@D*RLM,?JHLV-W5!P^15-RZ4U+\FNIV.S;!=+,Y! MN;PXO_UX@3ZG4Z5? M7#6?QNU+/C0O(2,O^5RF1XB$!X@XQ 6:S_NX47&[Y9;V#^P!)U!TO\G9BUCI M+E9F\SZ;LV*-6+Y$<77!?Y;)EJ4Z>+ 7&U=^!;]_]L9]C$]G6[!T9A&-/"= MG=$+!E>Y.I6M5>< -CKH7=I;PX0#E7D+C&@]=[K^5=Q7 M+N.U3I%2<#T-MCIY0B8<3*!GO)Y0IY><1B1@Y42!#ZOT=RI[\IO:LVE7C'Z M0QN2Z(,O'R@TC7" ,2PPV D,K)OA6+I*P0&9A<2$@P[VK0B41!XL,1P)S&T M2K52V-QC(4BIGND)4\V7C886."!#4X+ON\/.AJRP Y\)"HYW0R-F96B)327Z/ M4]X94F0%]T.Q.B0SU7A](T- +-,YOTR@(PQ&]V.DPXU@5_R7$\D$#!(2'8PZW MR,7N0!A@%KK>2)?C'@"Q5=EEKEA^G^BU!\WZK<)\F["Y)$Z77;I#YV,JH7X7^[_+V,NB.6=@.K<5:2'6HN,QT47L'M#V> 0QX9H@"P&NN1#E78SJKS.!:EKD'0ACU5T ?5 0RBQ#$#F.#08D=C! M"MMH27*DB]1P5)6T;[&@>0I4_HA?]2[J (N 3!)NQX0]F E1.-S<2.7[@. ML{6N[0JDV":WY!;$DN\;$DTCUX&%';@PG9R7?5U!,GRD6N1$I8QH6N$3%3NH+0-89'Q_#HE)(X/]@.U8.4HZ7A5[KYZ7LR0O]+*;5M5) M@<0*I2*_MT]X8I()4QH-14-6_]CLW][+S]]GV6)0NO1695"S22Q,W"'7("O' M&UFG2 F*RRR7^<$]!5F2D@B$=X(A\]_2RLMZ74'.+1$), MAE4@9$83CTC6%LFKDD<.E(M !V[B)U=70" .J)-4@4^-88(8.6$8ZM:AS-BQ]ENV4UZRQNH$@)3,%O[:O0 M'TMM1R]BIUPA@', M-.["D6] =BBC=I3-15X- 3Y!'50'S[DHHCJ+WX,&/U1%!!K=$6Y:6'+UQCASO!+%2Z8HX^9T8 M11'=[SB*R#ZW8-\!N])A(6*W>9GQCNC43O1KEBP/DQS%;)/HR0!J`IA_X]'_M\B S[(4X;1W!FGG]PU73#_2Z&8RUQT!'WJ;4 X#Z@W0O0%=MQ=$HL!+95XCF#$]D>G*LJT]E6TI54<"R34 ?!]&A&K!R@[']=A2G=HK?2DV\ M4CX]3S<]7F- 1:)R'CK]_H(>.^[\&NDGTP\B+ F,T@78T&($H[=!/[>AOUOPZ MY+5(EUP6;_\("0Y.ZG-"]02*-GGNNL28G]NUATY=*,=]>EKCEQ[D*K3_XL! M!.9Y/W1X YA!AS?3WI>JZC/A5R;O= <&G*ZB5;N<Z\HXA0S+!L^!Z3=S+C*L=%6[DD) ,F"6=(P'S@#)N]46CB;>SK5E$;XW=ZX7]C<=2XS+&'$Z0^2J'3@G#HH M@3DNJ+KG]TM8Y],Q? C>OZC51D;!@Z"ZEXMA9K@HRP\HF?UG78$C3>P3^.M6N#_JZ"U%K1LHB693>L<*QSU!5\A8:*UFVG8VEBUSH8PLXI3)?1;HG4J&MW= M3N^NK\Z'#^_S=#;!\'MZ.QFAZ.1X_3-'1! M@*@5%8DR/T6?TS;E(IGI4:AZ$ MH1M'Y5X1V7>5!C*Y;KR>_*R"-I[_>H)\SV_7R$<']\CMDlNZ#%4M M_*H6OO5KI?&,*JQ [U'"%^!Q=$(993#!%$RZ)W7(_AS.IA-YXO^!2+;W;]=[F M8^S)',ZQ/^3V8LRM*HRM-YRCT8\RW2V>NO%CRFU3CBE6$B4@RAWP"%=*4K_T/],8V09>0VOTW>7VRD>"']:WJ!0 MV^] QX5*N2!_(+'LY8ZM!2Y=.ULL34__=H@/1;U !E3(G7<@$RF+!PB=UR!A MM#M#6QL4U;,&%6SP#EA]*4B%64+8XA!Q\ JFVVWM -?%^/6\8<4;OLG[H"\V M68CGDO@09@*X-0++B#K8MH[D.]6<6RNPALL%H1)1&&N55XCU')17B]E1_'< MGM SKO1Y,YNIOI%!F #]?LZYVG3,H5_=\=%?4$L#!!0 ($&.$UF6"H\# MT 4)8: 8 >&PO=V]R:W-H965T&ULK5G;;N,V$/T5 MPET4NT V%JE!FAA(+.TV17/!.ML^%'U0;-H6*HDN2<=IO[!4Q9)-CM2TZSS$ MNIP9\LP,AT?2Y8[Q/2:4HE>\ZP05Z.UE)N+\5C.US1/Q#G;T$+=63*>)U"=_M\M58;#A- %51GHV)97GC/$F+T>2RNO:()Y=L*I.TH()_RO&YJQW=4(MC_87OJ2KM2POC">7FV1%9U1^W3QR=39NO2S2G!8B907B=`DUNL87,2&E087X M):4[<7",2BK/C/U1GMPNKD96.2.:T;DL723JYX5.:9:5GM0_FR8Y$73*LE_3A5Q?C8(16M!ELLWD%[;D3;$W-++?G&6B^H]V#=8: MH?E62)8WQFH&>5K4O\EK$X@# ^4'-B"- =$- G!X#NS&PWSJ"TQ@X;QW!;0PJ MZN.:>Q6X*))Y)*S'>(E6GDK#ZKH5]8J7FE1%LI,W]YQGZB+[.(O3^W078ZDF5;H>SYL)W-03(#T3L-$=*^1:H+A8T 5@'PW;>P/V8Q6,-B)D M'Y$;,NCPIVUVCDAPAHA%& ^TS>8VU9E;D-TOFWT^'^/?A0,NRT/N_)G]_B[M+>-8LIV@F$%TE5>Y#HM^MG(;E:WK]#]:Z=.;"SLN==B$TRIU;AT@R"BZUVM2K3,LMXF7BV-AW M+|=A0GLBT6"'Z]@2.H.("8NN? MLGFB(3A.T 8ZT*(13Q+,@*PY9[,,@]HBJ@\S2I]6G) M.V=H6LJ]K)->7H?4W\PS[C M8,-MW)ZHXY[46W12;_&IO!TGJ!/1>% 1=@FJL]+EZ0P5%- SY&X>'I?(Q,(H3 M #E8KTT A'54#*%ZUV$G5?&P5FUY-U4(,G5,9>7,.E.3Y'C&*C1!V'(#G;F) M"IT>O8HP8]"%;NY!/M3:TD)1 ^\H4PA$C"YK@D+LZWQ-4.#UZ%,<"5<\K%SC MA!>]OPKT3)>,TU+#0J35RR-UNB\SF;SV;#6FS/0L1W],@5"JJ^!!_2OY87& M5@/_/%Q3R-Z;8L']=KD\;11X$-SUS7_JUBS[<1:'7UG4%A/+MOOQW.A(/ M"\GR*90V-0 2#+&8#H *C#](91KDQZBG6C$PZKO)A'I'.VJ M]XU4:<871Q6%*DTYRKGS?LPM=LVAQ_8)CB+@PM/1: K0L2X\%X$IO'C'L MRH5#03HQ28,%9!V*?=:1TE@UZ8K^@F59P@^N@I%H1O /$WYNE 6,TM[/.*C@ MW-#5(,KI]7_2*4PRK#"C--N6]?!MA4%,01B&NN(&0"J,^D/&GU%L*N@)QB= M_B2#)D-QK>5!H&2KL<"\:D/F0!*58:NQD&4XUD'?_KN,#YXSYY3OJH^< B5 M\VTAZW>Jf=7V(\IU]>E NWZ#+Z88N![AB[C^1-*YK[_8W"5\E18"972IAK+. M:95$7G\$J4\DVU1O^9^9E"RO#M M3])6-R?U(.T'Z*FOP#4$L#!!0 M ($&.$UFL=A?MI0, $H- 8 >&PO=V]R:W-H965T&ULK5=;CYLX&/TK%EM5K=0.]TO2)-(,4#6K33*.3+L/51\\X 2V@>VDTS_ M?6U@:; (>-+N;%\#FG//YNV!_3(Z$?F<90AP\E@5F4RWC?#?6=99D](3LBNP0 M%F\VA):0BR'=ZFQ'$4PK4EGHEF%X>@ESK,TFU=PMG4W(GA]N2YB7"+"<84+29:M?F.!Y) M? 7XDJ.C.WD&TL'0K[+P3R=:H9<$"I0PJ4"%+<#"E%12"&QC!^-IM:,E.33 MYR? UCY7OPI<'R%!(BK_SE&=3+=! BC9P7_ [0@E57<*RQOJ6! M9,\X*1NR6$&9X_H.'YLXG!"$CI@-02K2W">(=@-P7ZI!.K\'J(PA7B]N[^%,\7, ^_Q&"^%,,8O >?UQ%X\^HM> 5R#!9J48A\ MLXG.Q6*DDXTAF]]P]8SAFVPOAG#.0X1.F""PWSO0&^+H+01LJZBL2--2CX MYIZX E;P#EB&Y2C6$[Z ,AL5W5ZX.\\_^LQ_9^EDP]+8L[$K/?D9OS2%'8CO@ M@&Q 2$JO!V5ROW .:?^3=5]FMU1ZTN]XQV\$$334AS!]M(G\W^@_3,SZH G)L>B280&%Q.Y2Y+0IN9$/YR&5@'RW-$}Y*.J# K.K%"M KFVUH#,7W=9%=[*5SQ#%"1GY9?7 MY? >F((R]?0Q*@CN)>OPDF+1)<7B"XF=)D_X@R3&XFR1FME]Z1HWEM.I_S"/LCT@DZ)JH2Z=1SW M09;C]RO4;YWW!YT/(VO\$ ^QE&[M%|3N!8/NW1,.."T#^S6>HBD#07[MM=- /VP?V02.?25#@!W,'5?VD.2P1W59=.1/I MW&-> -P3M;-OX7U?!;F?^QAR'IF(^$C*=5__6[[^RUA NLTQ P7:"%/&E2^2 M0NO.O1YPLJM:TP?"1:-/;6;B9P=1"1#0- X3PIX$TT/X^S7X!4$L#!!0 (M $&.$UG50.[6N0@ !=0 8 >&PO=V]R:W-H965T&UL MO9QK<]I(%H;_2A<[M3.I&H*Z6S>RM]MBD#292>*L<79K:FH^*- VVNA")&'' M_WY;@B#Z0H/^Q_YB+C[G/5*_IW5YD'3V4)1?JR5C-?J>I7EU/EC6]>K-;%3- MERR+JJ?%BN7\/[=%F<4U_UC>C:I5R>)%FY2E(V)9JBB+DWQP<=9^]ZF\,"O6 M=9KD[%.)G666Q>7C)4N1+A_,!OSXXCJY6]:-%Z.+LU5\QV:L_KSZ5/)/HYW* M(LE87B5%CDIV>SYXB]!$=IO0D0_5WGO4K,J7HOC:?BW.!8S1*QE,WK M1B+F+_=LPM*T4>++\6TK.MC5;!+WW_]0#]N5YROS):[8I$C_FRSJY?G 'Z ^ MNXW7:7U=//S&MBOD-'KS(JW:O^AA$^N1 9JO]IK(MLE\";(DW]S&W[<#L9> MZ8$$LDT@IR;0;0*5$]P#"?8VP983_,)SC;!D1+L0Q7<;8(K5W ,)'C;!*\U M:S.ZK37?N(XOSLKB 95--%=KWK3^MMGD5 M^@DE.?J0I"GOJ.IL5/.%;21'\VWARTUALYM.;+5 0EWF2W^E6/#+1)OW/U]DZC6NN-M'+L. M(L.(:V@?4#P.D[C?.Y07*.O[")D[5&Q2U:L3(%LW7O\?Y:T3&OR)B$.KK M\&.!9F//IEK%#2[^^0_L6O_2]<=&S&W%F@WM_<78.AO= [S>! M&H*),R9B5*\&>:X_=L6H4(T:>M@7@R)-D.^1<1>=T)C) M>V"*.N)-7.N-799I M65GQ>?ELG]2/ZZ[H(4]2WS@]QN?A;9P*%- %2; HI M%D"%A9!B$9"8T$KVKI5LXR2>+6.NBI*J6O/-SCKGO8-8MD]+1\90U3046O%I M7OV*@DI%KA*8ZB+'T)6C(#$!#.]G9F>_MT=PI!B4TBQP%-L'!K*%B&$+!D!B0F^^SO??;/O M_'".GTKG_#RP+%D^?T1UR??1Z6:#'B_^QT\/.Y;7F[UVQ]!UW>&KFU'; MD^:;Z<4GZF@XI%D"*A2<,10144+!\O+-,\?'RJWZ8\:')E%FRM\F@;]K< I;2C^ TBE0M0A*3>R'#E#AIQ$]K# (>VW7& M\M$0**,"50M.6H,0M&8$I2::VH$]_%1291,H/:51$616HE6H-UM(I88T_V*Q17 M0:F)-2,"K\,L<(]I\&N+!\]]4&8%A:]H6G#$<$55*TQ@-7&)6/+6 8978R+!_ MF"OV- A@47H&]A<<'(X([*%XTOK_]OB :P$ O+U-E6%ZNP*ID#5PI/&(X*]*9K?D2D"2Z:("F.& M\D_R$W/-WAZ#LBE0M2"4X8B@2HHWRG1TBH+2*;]]_&/WXO>Y =]EQ_L;7ZP]_G!WN@'>Z??.8=&G,2R]N3+)41B6N4AO3T$9UDEK$(+6C*#41%,]AD6?RK#, KVG M-"C# E4+J.[:*B(?A(>@12,H-=':_CF'1EV%85,=L;.7D%Y1A@:H%H&KA2>,1 M0=44S>]8%H5E6%0#);63$.S'7[.TO*,,"50M/&8%(]J3A(Z.8=F@#,NLUG=C M#ZHV!54-0-5"4+7(5EG7 2Ac=Z#+?D;0M=?>?[*#!G1IHA3,HHG1@2Y-F YT M:<(TH$L7I0- =H[TGGC6/S/L0EW=)7]&4W?)$Z[7'#2DW3Z';?*B+5?1OM"[% M71=9^W;)8GYFW 3P_]\61?WC0_-%/AMMC- F>3"8ZV8B\F>EL*GM:+\FQ"@R",Y%P6H^5[_>RF7)ZJRF2R$#[_+G>Y&IA[-1 M.'IZ\%7>;8Q],%F>,OF=6 GS?7M3PMVDU9+*7!1.JH*48GTV.@]/+EAL%]02 M? TOQH/>NB37E5JD?]N93>C8*+"*1B<18%1S^W8L+D6S6^#X=Z=TU+]3+HR_M?M)-51L/QMQR+2Y4]H)5S 9LM!B1S*QYE9FOZN&CV!DTL_H2E>GZ+WEH9.?S M$4DJ;52^6PP(?[MPR59?8-_GS]\ M^;8BUU?DXGSUD5S]=?W/BHS)]]4E^>W-[^0-D07Y++,,8!/)P8@6$639/>Z M]\WKJ.-U$? FL"K/1Y$.1BO1P_02@M_C1$_[WU*OPSR/[1^CB+;$!G2)X+HY8 MSH)Z.?/ 8:T]6:V/N=S)]89<06YHLBY53JZWHN1&%G?DW.Y7::30)YC;&K53 M7*W- Y1.]Y8DX&T&R:E'>B]'RUU_"%/@#L_F5E\UX8-IZ8.K3OOP"I4?PL@";_MT?W1K([JU;,&W"\7812>3N[W#4*\9HRV0@2 9BVPF35&%?7)S: VU+=2]B? Y/8G46T$N3^"L]>,X"LI.W!4U#HJ\D;P4IH#29.?=L+[00_EDO M_HC0+ CP^,],L^9>LS[UT:W QY#.AR"FM =T*+-8X# 7+L,,^4(_]5W7F891 M/@IT2%/C*.@#!;AL.G4 [;@L])/9EV- ;%10WPFO!'$1]Y(@8I8&#-,*.X,+% MBWKD3U"%]3$]V6*^E[= +'7>&$Y GWTK#LZ8>1M)4I2-8"",&LV@0 M+$PLBN=XL&C'G-3/G#? \)PSM4,O7"N;E2L//P#\:=MB_E81L=K(]1<@3>''> MSP]SMF9T(X^*]9\"FTR6[=;R0P=B2OFS0O9(%A^G]^22FKSKIOI:YOB]T7$S]'7'O3JD2(M=: <#O8&!8FQ$F0/9W1IW:@RIEL[HO!^YH91KNW5T3/UT?(@W4\5=#ZX=XZ_U M;OHW%/N0=^-XUA\V$"D7]HZ;]9^;OXKM4RT"D(?84.0(.X=TUA\U4;&0N>!V M#$WJ# UP*SMIV& ()>*'ER6&(TW:Z0]$.R78<3?M=#R8UC6>.=H)VE$5]0V=O M' /L2-#84#DH\$,AX $'XHX^Z7/T"24GE;,W*5)\IV*CY'30GZ%B3@)B'7$R M/W$V!+1NRZ*_G#.4!?MIA4GM?Y,XA-IQ)?- S)=I,_K9CI-^/MV%(D!%D4M&_M9/P._[K7T!Q:T5$I.V8 M1Q:VJ)GSOI"0*-R#SO:4= 80I TF/]DMR% :]3L'1(@ZJAWKB)]Y2Z M8!)NR*VXDX7!RFHMA1E%JA1%/R0\- A_D*R)%H:UT&- Q(WMF4/49 "7F&>C(MR!H-M_Y0BBY"1_%F'3<RM-A.6&6&/%H/8B-M0]Y/TJPC7N8GWKX%_B\C#.';B/6_Y&!2B]BUS3K&97[&O>*R)`4E>BW!D1J M73E<&P]:R=<.:BO*L/?C6I^]3FL+!]VAXNG]=']KWG]\.3 MB^:(N%/3G%A_YB64*4TRL0:5P;LY.+!L#H&;&Z.V]3G]K3)&Y?7E1O!4E%8 M?E\K99YN[O:H_CE_U!+ P04_" !!CA- 901SE[4H(#2% & 'AL M+W=O:%_?%CJ M.5U3_%9>>OSJMUIRLR0;C+/*T^RH,QF^.]EC>1'XAZ%5V'A6[,G4N;_XQUE^ MU!FP0510%EF#QI\;.J6B8$4PXWNML]- >R0.3"J#XX[G216/E!1WU\Z-U*>9;&-GX05^4TC#.6DW(=/78-SL7CZV!?MODRN_JDN/JGK[_G9Y_.3B?G7I7Dl/3BV_G7L_//ZO+B;V>G9Q^O#_L1]_&I M?E;K/DFZ1X_H? JV^,!L707VT.>7;Y_NPLS5VU!AI,GI2X6]5T5.C@ZX;#49[M3^@;M\Z/1=_X$7V3+',5C<,.U:4K3&8HJ'1-1B%Z@.7?NQO.^O9VZ^.">A=* MG=%!1Q42R-]0Y_C"X;O!^^? L':OM7;O*>W'UZENE)NI:S.W9F8R,;/:X<0N MRY_1_6(8J!,=3& C+ME%&[54U]<%H<(RMRRUO6-,,F<#S,EUI%S-C-4V,[I0 M 2**$HHZB@D_]ZI:D/E#I8E>=V:S75='- *2[(HQ3BOAF(AFH.3&ZTYPS]A#WU MXP\'H]'@_6FZL"L_A^^;Y0V=]W96=' %5;Y9<;Y9K$*]G-7+?0-J2F154AJ MJ3W\,5:<[3F\HF0F&V4LH%,)W01XH9@WU'#P]^5MKG*G; (N0B@KJAS1*D.H. M03J7V%5H"I(SYR)$X:NG[Y7A&Z=WZO-D@BA*76DL*\0= M2VU!L+S=E6MU_B>8)67A)TZ4*8(?B%HVI,"]6>4]K\%/7^DB_"P9-3FQ-98R-M"H'!R/9H- =/&JW(3# ^N@U?IF/75% 5PIB4=3\3K%B348&\F;I<*[<7E0"++$ MJKG%">0R0%XYG!6X&M=?)]]Q<6(DIHC[7MJ @VU!)=W [T CF'AJ@*')L7- MC5,,,WI6-G6/-L?/*^(,INPQB DX.$+ 2@$WJ]QX!?>UP&L'U%XK4*&\(6= M+;2=DX")#VYNZ77=EPUYZ:!R$[+"A709&WS_L@^5Y)6W L&;7'VOM$?\,:PS MG(8800*$=&-1"+1=YO& P<0:5M=7UYS4&8["OG.XK&;BO3P.!Y*<6>6EEMFN M*D@O=_;^MFX=(B$.\A'#A#*'H["RAY<'=*8S/IH*MRPJ-6V<'"8;;Q]F,9!)0 MZ"9W;3<1;ZC/74A>-CC@H54UR;.3L;Y+N<\K!,;[Y490N8&96*V),,%$C$4*-<,% &] M3'R#=#6:-C\Q-MF@4_OK[7+=4QWX%@VM#3=D<^?3I3>NJ-"_67OF?G$EX'\# M4D#U(X%>U$+_SNAY*OA21E.RDVXC\?0)_H%<1 9YKZ.8K%81VA+TH"!,+:C5 M!VDTTPK7H@DUQ8%J0'\@?I5AQR?L\F4I;&VJJ.\P,AE2FYZ4;,.WMRD,^%_*

M=:.+JBXIQJKP1_(F;!A_TU&N4>Z0F!107TA=+?."]A2WF8^GGDU$\UI/75=E M61A$]Y/H(!2SFWN]#.H/2C6L,975,K-:IDPRB!2H#A,+PA/1F$HMW-2(!QA] MUV4[$ S,#;"7I#V@5PK'R2L;.Y0-PV.?7>%I,0UMR,/B-[XV=+<-M1<,PE%!^G;K.D\V=3'*.&9 A2&UA'=VT^M4"M(]V5(L&=S<"D M1?*
JN@:2>>ZK3/]6X8M.5TR!P3C1+^,>YIY'(TKV)J+:EQ\BH9UQ/9CF5"EJ?-MEDG1(TD^!U$4U'T2Y1!X9C5PGO5Y=V/R M6F0.,&-BHC0@\55-),:F7\ .5T64B94A9 >D5 4>\5OI?
A\;O&OlL>#IF\ MK#;VS'=7<&]+XE[YI:[JA3O\27"*@UV_= AOPCVI9.]/ZDCWGM/],IB.:NA MP7DS>~</LHHI0:.TVAHQMX_D&T.DN44URGM^8MM?^,"#BXP4.LU5Z71[IDQ
MCD?3>NCQ.U\<^$VHG5U>,D0;F3E@/P\U(50,CT<]+"DA02+">1):B N,UL_- MV-VZ=EB4@UJ/OH^)2Z,)2-E+#AA<64]O;RN;,IDE4C.H^??_&L]=\RSZ&]^9 MT#;G\C6-
APN$,'UR:E?;#W;3)UJ+9Z^]GW1'MT2[/;43Y]04L_MHBOEJ]741?1H>5S@O8P\"V"?WY&;'WQ!^QG5^-+]02P,$% @ 08X365QL M]$^(''P EAT !@
!X;"]W:W)K[P3<;8[^YE5*EN,VSPKWMKKHR"4KE4O7-VM5X,W" MV%R6>+3+/(]>V2]:*<.HL%@?)1+7?1.WO#2[MIDQE
M9O.V%_::B6N]7)4T<73R9BV7:J;*/]97%D]'+954YZIPVA3"JL7;WFGXZFQ(MZWG!GUIM7&T^RU1]+& M]KBA_BO++#EGFTJEW)OM+1^7J;6_:$ZE:R"HKK\WF-U7+,R)ZB+\RU=Q?
7YU>?WUXY_'E_*N8G7X^ MG[TY*G$(+:3U*:H)GGF#T ,&QN#!%N7+BO$A5NK__"RU'$8-AV?1HP0_55E? M1-- 1(-H^ B]N)4X9GKQ0Q*K)9R]%-=]:6RIBZ7XU^G]#XG]PV/4
M*&9>N;5,U-L>@L(I>Z-Z)\]_"<>#UX_P.FQY'3Y&_0"OIT4JOB!69S)3[A"[M?T/P<7.+KRLEWIE\+8LM^39V.Z%++)YQGQ D$4HDU" 2-AP4_;.16Z$)L5CI9 M85
J6@LVR)FB6N5"M"11:)EAK<>1R@0<"J995)RV8G2EU4(:M>ZQDN5.5.;"7'Y35KQX_LLTB@:OWUV^O^!A^/E(&$QEQ16LH%-2FH2]WC&9
M\UN55!3]XG*QT(fR@2@-WLML^T-UN,-IS%Z1$(/;!1]U.9.#6"-110*I#H,EA-ZDM+VG9=^U>,35SV OR4&Q !SA,%TE6L6CWV-&%*Z%DK[%F!Q1&F C#=3W2]]YL<6/
MS/C4I++T!$=*3$%LDO*=ZO)?&^2/_JPO7NQ8*+WYMHZPLD'I%JEV3&55;)=677QI$*-]#M!MJEU?.*'2:IPU-FUC@"K1LP MF0G\@AHVNAPNH5R%-
Q88@T>+$41C)A(",=BK(%FA>>$A(FY>H?';> 4D(%% 7RT4+_P"+I:D.E>]8%3R0889HRQ'O*.A>\]+L M$), $9 F5<720C5142V&+9S7/0\]LPQL9W\#'P|>H&'-WX7M===[IW]=SX9B()<
MJ77AG I'C@_0-2>F( ]T<< C/9XN M#(!VX\5LF,%B6((0]\53.A?O48"Q#'[^]WR9#]1#['0FTZDWE %L0,M?607= M!!B$;19$@3<1!.1AA,ID$<'G?>3(Z#T7$L+EMC =X(65^$+|4X&
(XC,8DP M&,5#*$8,:.!C2,T;C,!8?*5\K5S9[&,Z),U@:W+R8#E^"SA"4VI7]%BT!7&@T MB<''"8#05Y](6.!=!H9! E<=_3M=X,"B7\I8%&P>#(8D1#H+Q\5A0^@ZCUX_] ML2 ?&;
(5XYDLEI]< MBV'IW-M>W;<]I44"'RHCLBVCUP%_!R'X= E:CSV$,+7^#%?$!OM17!05$3_5 M)5&)\WR$R3FR;#>^B7\"J#M8SG79(O,B$I=K;EF*!,,,-H],1 M[L|
<,""21QP@XI+_I.!;1B+?2^O&D MHWM0BI%?\3>9CFC5U*^%D:WN^O5.=W6:'D;!<3AN4O-T@%0=WU4/IS&?LYO$
MMO^TE_Z,;%]3;K/LX;Z4Q/G]0{Q">UW["\4$O54W)YQS6288*0"\TXS#A,BG+9R_6E.],_?[:3*Q* MQEJG6F%7,@5\4Z^,3D1PK].!^(YRGQ;R@>@PAO!?*K.T.?8!)B[
MRH2;K&WMUN@D@'HJ[#\..615^AEJ7._1LM=5/HO+@[I\\!IT\!M$=;YRR-$ MDMSZ.R"$1G9-F1C2TU6$!]WFVFA,_T9\H<.EW+IA,B)15*@VV^L6Q$<7W9\#
M4E;4=LMO="V&R/9=?]- [G! B;H@JGE;1S']<6@2@,/EQSHSI9VYZ G;Z_+R'1K$)#W;F#%&8.Q&HJ#V<,]!VV@DSV2185Y;Q=!W1/ ML,6#9MY
#_"_E3,]QJP_]29V.^G^,)B45E.%5Z7AT_K-@5+O2C1.-CZVHVV M+>F6Q=0(.9/HNKBNS;"\N|Q.(JGR\NT4P,/V.6%!?,2Q50==:'4(M)@-->V>2Y
MNR*XPR1LZ2HRV\|HE'+,0Q8G<:N">.7;DHZT*/T4*7-P5[OA0|K]T'(Y1Q[\ M1N6B[\H;8;7/=VCON45[@H,_W@UT6O"W))B!=="X$WPN,V:>VHO6%_U-3\-]
MT,3(TE^#08T[+"7FR5]TWEQU-YW83[7"K.&]?N70%YBCSKS=K;]Z'CJO[7MEOLOEA>2KGX=PFB!K8/^9-03UG\%] ^E6?.7-S24P"$>_MKA1*&4L+|\YA4 G5#W1 ^RGVY+]02P,$%
@ 08X363]A'ACZ P 3@H M !D !X;"]W;W)K&ULE59M;]LV$/XKA!H4&Z!8 M$B5;.FH;L-T4V^"V1IQN&(9]H&7*)DJ1*DG5R7Y]CY2MV+&C8%_$M[N'S[U1 M-
]Q)14UO*37HH>1"C{RM,=5-$,A\2TNB>[*B DX*J4IB8*DV<X4)6NG5/(MA^$@* D3WGCHJA9J/)2UX4S0A4*Z+DNB']>4R]W(B[S#QAW;;(W="_;#BFSH
MD#JOU4+!*FA1UJRD0C,ID"+%R)M$-]/$RCN!/QG=Z;,YLI1/QF%[^O1UYH M"5%.:16/YP?TC\]YVL&5%>/U)_A=;F^W(RSRT M@6N&IN;F3N]_HWIZ^QF.\N/NRN+V[_QM- M/G]
\]O)\G8Y# P V^,@WX-,&Q#\ L@ ?9+";#6Z%6NZ/M4/@%#+"A]837$G MX!\U]R&<^0B'..G BULK8X<7OX WIQ XC?Z9K+11D C_7K*Q@4@N0]CBN-$5
MR>G(@^S75/V@WOCMFV@0ON\@F+0$DR[T\4)!F2GSB(A8HX;M)8J=():55!JQAU5QT>T/6(BYS7$%RHIK\N:$P/S-86KS>A^RU%A>3PNC"Q08:L.$7.?
&$T.G"822$E9V0>:#DG6K,"Y0U! M11NCC$36 [D$&=&Z1MP!=2B8Z?1!^A^NH=?.OC9*7QKZ+$MS#W]$=M$ZVI <@OI85[MS[G]LVUE7[#G4]A%%%[ZWXH&O M5L9^<4NEO'A(D\R]/EAZG[\X.7'14]72]4RN,KR9&YM*CY]V<=)9]E<,E9(YG M#$H-"Y]PQ2:W(?H:7%[:GK8T)4&1&GS)=YWN?Y[\#'*[8N;4U]).!GDJK_F&
M3+:.6N2B5M7Z7CI*TLB2[.$CFB;]$M"I3*U G2X/?MU2&(P285R&G$PG 6%CR M>\]YDCR5#\=0)?L3>%![84[5=Q=L]N:L^D=4,QS%-P0<&L+N/YN+2:72:V_ MX_Z#/:
[%LLS'DOE7(I_-K6%(12@#;!:G,@VWR5" M0?FW7\Z&P^E++@+!B.7:]1IX,.WW<<*IL9LG!BTO-&%-VR1%7"A(&.ET!KU(_M%G)R\8R,RLSZ+]5T+R@C9/1=H)S^?%#T?
6\"KY7E#,>H.=H)S _=%!0 M\+_#4?9A,AIT,,&#?9B<[L:DHO S,5'W:%:WHM+!:<97SO(":N[",]R>5Z>ZL M4I'XB;APL[0=EDZ['6TL02U4)EU4)OM1&=+Y?
0<2LQ"41H!1WF#**++7NA&B1Y5+'3>/;S#): M>V/(U1-_TZD$BW(5^6I1JZ@;2 !;[+R721$.)T$HNJ\BHS6CJUP^ MACD3UK089RUD2H|MV=.,JAXVD=_*N5>VI)_P(&(O@)
(,OSQ1:9F_1*_VF)*B MNI=0Y!/.*&]IVQ66\DPF5G,^DI3GY)(Z71,\GY]AE'@-B! MKM=2*K3KQMP(_5Y8]V'H"L1_>4B^K ?'R2,"FD,"R$EG_C%6Y-Y.O)Q9_5B MH2P!=DT=@#
1SIANDQ>4NB KX.S/8)+@#4>QE/52F2^_J1%O:#FIMY0+NM"#8=^O]/>8$SK70J9%^- MLW;&<[]%X8-V&(O5XL4&_U]7JA,62XHB4ZUYW&(G(6J1,3A 2GK0C.^)\ PQ
MG"GGR|_6T2&_]?BONHW /GB9-KR47%#/-32"XZC$53/GE:$S#Q8D&K1BK@$[M='@U0,$F3HYG$0;LPZTPW?M$6]VWKV$H5?@A2]8&90QJC_]@2(AS.1UFLLH
MZ%SS)D$BF6M/LBN'=O$YXHVJ(Y G/N_4S(9+IF:DS"8B8FBJ!G53-.>H]..8A M0S;E;O.M0)EO]=Q4O2.M+REOADN30,%%KC[369U|N)7.XFJ6T0W1X8A:9=,9A M /!!CL'M7.AV>N-
F:NG%#-E@?9#'PG1OU=A(3K5Y$;[P6[)KZK M6=WRG)Y/Z\Z0R!V>3>K!RE&KR%"ZDF&$&^Y."1NK(K/(]'|:B,P"@4/B;6X4 M$AV"CTQMJ@NWS)E$QUPY9S+A%HR_;%B?$N!V
\E7-DXOPE7 1KN0/BE|\<)5 MBH:.40%/582V|#3+& MX;N(4$<(;'Z.2-#W+\COQ_LKP63I.YP.GXDE$YKEE57G>.GB5W5 #0.P9=V M2"4 OX<"EQ
YY&YH8/<;NE*@N^\AT_JG)%W.1= MWRHH7"A;/$5:DO&4J+R MNO6M0=S'0ZG&#&PO=V]R:W-H965T MJ;OG[G@OO'$IU8M.*36PR;C0$R\U)A^UVSL.;4:T+W.]:,M2]HP8W*I56^>*
MDL0)9;P=!<%U.R-,>-.Q.WM2T[$L#&>"/BG01981M;VE7)83+_1V!S.V2HT] M:$_'.5G1.35?\B>%NW:#DK",,"LVD 67^\F'-UV+;]C^)714N_18#U92/EB M-X_)Q
NL0933V%@>$@LN:WE'+1"\;\?&|]55G"?WJ&_=]ZC+PNBZ9WDO['$ MH!-OX$%"EZ3@9B;++#[3VIV?Q8LFU^X6RXHU08UQH(!-&/<9$]5*-O4]| D, M@A,"1Z?0,LK1<[*>V+
(=*QD"!^_,&-AM#.R>0Y_.C8Q?4LD3JC3&.MP9E[S,9.0#D237#0.)>H1Z-9BM*#3(QYQP>8&)L76(XHA.TCIS<[5DT@GFEB!A8 MT!43PIJ&IJ.I3"80MOK#@?
OMN=|K]]O=23&M"]1:H&X%-,NYW**)E:.)Y)T*W M0&#G#/&O |&>+G3WE9.A'OZ.?L8^J@NU_7>V7@Z"ZRNX[\&5Y;N6KJ/(SF MA8I3[$'IN* ?MF$(71. ^1$[@C_0R1.F;E3,.Q='=
U_T%P7\LAQUT*@C" M/>KN1/3A B(_ZKDE&.+2]7N:I6\)I>S ITZ'M!IV6RH[.:1,9U=\S M3%"\"B2]O;IVH0@10FE8HJ_+,I.@.?N58VXE+=:R% M-9.%.?L6V@Z
6U"F+$ZA)'O*V;ZQD>]J;<_Z5Y")1/^$-)"2-=KEJC!6;(% M=),S57,10WVX<=%MTMUVQE:E=\/P>:)X?A&&?K_QNR[<_W09BMJ7W%[BFC!N M.X-O[_\30>Y:98D71-]-
/*^Q7#D385C;\H/>06)L:)KMCN:S.5QJ+*$2?I:$0 M!G&#EG^])3%3CAWO"%YB'+@?4Z,S'B^'<'M81HF@G?L\Y-2[&2A:K%.QH@X^1 M>L$2;]!&_TM/>I:&\+_WT.\N)$V1]K&1A/U:(I:8.,?
Y+[*8KVP-00)&X+=MJ>MT)92KQ5T>^XVSXAF9(MUN5RB+4LE,Q>C.[<)9%%?'BL^#EIS9M.0D,+AD M+DQ6S):\$J.H(2DH&(F]4U-C^-
%TP<*S>'4G(;M>8E\.VU;]F:8H89L7&K% MA5((^,3)5EP.]+B.E>;ZR"9Nj>_@502P,$ M% @ 08X365&0)#@K!@ \@X !D !X;"]W;W)K&ULG5=M;QHY$/XK%]VJ5J)
@"2OA)FNI:);TJI.7#Z3Z87;/XLFMO M,6\(]^OOF?$"2TK24S^T\1K/S#,SS\S8)POK[OQBMSXT]8\A'+<[?ID MK@KI.[94!K_,K"MDP*?+NKYT2]8L5.3=?]HWT"VD-]VS$]
[[[,Y,:!5R;=1G M)WQ5%-(M+U1N%Z>MO=9IXU9G\T;W;.34F9JHL+7\K/+9W>M=6%,EY;(YR: MG;;.]\@70SK/![HD%&(F]4U-C^-
M:IVMM4D2;*Y7VM^S[_!E*KVZM/EWG8;Y:6O4$]F:R2H/MW;QAZK]V2=]BQ@V!))Y8,M:F$@*+2)?^5#'8>&P*CWA$"_%N@S[FB(4;Z309Z=.+L0
MCDY#&RW8598&.&TH*9/@\'*N&7+AI?_!A5GPIQ_YZ)6ZNSB=?,Z]NKCY[F9QT M Y33D6Y2*[(BOI/*#H0-],$N1=7)E7IMGP7H-,(^BMD%_UG%7Z\,H[HC]JB
MW^L/G]$W6'LZ8'V#ISR5VHEO,J^4>*=]DEM?.>7%7^=3'QS(\?]4Z>_5B[Z!W_ S@X1KP\#GM3< W2A):%$/PNV ^]V@W MS"<2+
[],E9B1Y7NV;&=^HG:\1W_07B06Y9@JU(1K)@]$?"\=#I10@:QF.MD MSEM1(+%5GM(I,_%/7&U)E'<3SI4#,C9>Q-*.9'MRBT=[<'84#(T> M,";H1..14@#@FB$Z?
F2O/UX9L9LT_>:P%_7-'FS>_,= M,CEDAGKBALO9W=L[7N%_&3?ZQXW5\X)-;U\?'AV\$:]'^T=OO!<;0.R7 M]=[+U>Y6?
7')V0I4W)C0!B.KBC8H<*D*RA7Q72%RIDMH9(S&:*>M+3)K4YIHB M,=9M:\-!FDSSD*GM]"OIO_ =RHOTU3=(&6QF\];R)E&+6I'7QWQ MG9Q.H2R(N22.F*6@0G3ZJ<96#Q2U51:
32,A,YC?.ZMD"RT7BDAC.R=\/"}8 MB];PPZ8@\]SM!>C\VM4ITC'VI'X9NXIF0NVK MQMYTCYM/G#E$;C]G-=\&(#YYG8!%G*$GKFU4)CT;LETQG_6-A?#(L=Y0&N<)6 M0\;(
'"=_]$),S2);%NKKV'7/FT7/T0UCPO4U^_VOLN5ZEUJDX8!=*+A07MT M>$2+H_9ACQ:#47MXMS\|O?9H.!"[+KC=QCND4"[CUQ9=&A'I^"19[ZX?=.?Q M',Y'E^#-
])EZ!NX=LP@VNL<[K>$BR^L^!%LR:^-]0UX(_%RCD>IXX[@V&S*X2!9*/;C)53H((D<(!2;6(3 ,'O$,A7! M1. -/C1DT+IWAIOR"_LW'3K$LF,$S)>YY:O-!T T@Q8R5PL[4^A+K>(X<7J*$
M\7]85[IM\IB4QJB-]9YPG64LJ?2+8,NM$;!G%M$'O>2]4QIN9-NQKM0;M M6M=%E,6Y;(YR: MG;;.]\@70SK/![HD%&(F]4U-C^-
^-,F'TPR3&F]^PV\"=.2RZ6!^6J8YTPC_!HMC-64'[^WQ5O!=;;#N9HY M,2N6X"'"@HC"H'S$8[GU']+G.\AV&K*=7>C#>Y14E,+H$375")RHHJ!<]KS- M-K;OX.V\;,C-
$3(E]%#IA,"RA44#P44EKP-*FQD3)A O.?$FI#%3IJX(G8!6D M7)2.[?]%-]MI)O5MXVD#,Z0AA!L=]"R+!=T%@3%[^8$'H4H%@TFIN>5D@4^) M**F?(-.]^*',$^^2*D8(8FHH-
(WX*C=ASI]>+U"]/?M4\T(fVM^R,O:QOA-@ MKQ=!:S^<(NAU>UXZ@DF642-R4;Z4I0/E3!#DMF__MY &W_G?+QO*.9'MRBT=[<'84#(T> M,";H1..14@#@FB$Z?
!F^"IQ&AZ\H&+QQT"M+7DXJ[7LSIH4/M%&@_4W1U]<0Y:)[.X5]02P,$% @ 08X3 M624WPM>E @ I 4 !D !X;"]W;W)K&ULA53=
M3]LP$/I73D'B"35M*%!!&XD6MG42#,$V']8|N,FEL7#LS.>T_.O[+19D4KW MDOCC?A]G^VZ\-O:%2D0'KY72-(E*Y^K+,*:LQ$!0S]2H>;.P]F#3L6FG Y'?KX$/!3XHVQN.S61CSXB?S
M?!+UO2%4F#G(//BWPADJY8G8QI\-9)1)>N#N>,O^*>3.N2PXS[J-Z[SK-PEE\2$#0^UYHID:6>@-M%"OVPTP.K60ED;_02V%1<.PPB*597Y-
1,A<>54@M^"2"+9U+%^3XT+D*R5OD M=F6#'IV 8:R@$@IN/=3;=Q7Q3N54:)>A/Y#/6+NVB+K5K@5=MY7W+[SM7W?" M+J4F4%@PM-^[.(O
MCVAG3A3ASI<&,=5'88EMU&T/H#W"V/<=N(%NL:<_@50 M2P,$% @ 08X36;S"71%,# -2$!D !X;"]W;W)K&ULS5IM;]LX$OXKA#=8M(#CV$Y2NV\!W/1VFV+|%>YE
M;U55Y;.3$Y>L5"[=P)2]P).%L;FL\-$N3UQIE4QY4YZ=C(?#)R>YU$7OX@5_ M]]%>O#!UE>E"?;3"U7DN[>;5RLSZ96_4:([XI)>KBKXXN7A1RJ6Z5M7G\]/% MIY-
62JIS53AM"F5XF5O-GKVZHS6\X(O6JU=]+L@2^,?"-67;HL(T%0X\|@L]<>21OCWQOIO[*ML&4NG/HTV5>=5]N7O6E/&HA MZZ5Z9-
9O5+,#GG.0E)G/AOUB'M<.>2&I7F3QLA@:Y+OQ/>1?\\#,;QF'#F/7V M![&6KV4E+UX8LQ:65D.;_<*F\FXHPL*RG5E\51C7W4QN_SGYZOKJYNK#^^O M7YQ4D$C?
GR1A]RN_>WQ@]Q/QSA35RHE_%*E*N_M/H$FKSKA1Y]7X7H%OZVP@ MQM.^&_'9_?(.VW-.V5YIP?DO:H=OG%.7)|\K@M)2.B+F7. ^RSY\]9.^Z]D MD8JW1A>5^****JK9*^^3
3\L];L_ND7T0FN'VZ/;.[BKVX_G0=>T1*,0[:9.5&$\| M-/BK01\HZQ*!EQEA"3XZ!)37@FYMS$HA6RM!3T@0?$A"7VLX3)\KEGI5) ,X M6V3@#UTLD=9.1|BD9929:9$DEF'&V"\-2'1@]_
M)5D=++$Z4+]MFGU7>Y?3;LLXD5-F0.&MN857?RX["LI:.?9&T"F$@0V26B5S9 M)73!B>1.*]NEL*YP.!\Q&XC/2%++A'W#4JA.UM "D^KIY#D@9-TZH;K'IC
MJJ+@.471;TM!5]6*I6!(7*]@(WP0(^F-R@@?*M)NQ=3N:YL9:S-&2+=]Z61:)H:V:*Y3&!'4PU)V##;$4A11))MQ(X8$6.A/L6 M-?'WL!F8@KI42[PTB?PXVL%ADL<0"ZXNV.N
?;0.1XE3R!"WD)*<-WSAZ\&< M6B!^+)LFR-L'$**TT\Z RJ?@V>O*5D M=04&K;C*=RHK+Q-Z4"XBSJ^PCI".#%@1=+=H7!H>@#OP*%>QX,2XBF*)&D.9 M4S!P'-
%L35S'6O/3PE1HEP-!G#80OTEMQ1>9U8R.RPY=WL142?Z.Z)_3S(=_M_Z4HW2K.[H<'[XP\D(-YDWO(N!UV7[(S&;]"?CH=?OMM&/H(ZG8(WD.\;: MACT:/1:GXU&0|_&)'O:'YZ-
!'M__/R^'RS|BF-8A*ZY90D9=TL)$EB2;2]? M*^L"7;;QS66!AMXW TI2SOJX%!62W"I=W()3.-5+8YLTQR$P'O]PSD F$[MKN3=_O+6T@(7'K="17$[%-
\]%'L2@(]=35ZG.WNAMLZOI=#!#[5%*^X3V>? M;E2K-IYY%IWHQ8(I75'XL=SCM "4&0>\OWOJLB$C5556E1F.S12TO)3AHL8 M+SBFT05GKXD$^FP!*B/7!O(>-4^)"HO(R&X#
(PRU.A)6HD' M6J;=#KG-0%=)6S7O(;>O\6$=#I$=$=RH-8Y$E49=H=Z>AB?7M(@>_9F.&A,0 M58[O/99\=81CR&$Y<_?63[28#MHA_(?(=Q7!'PMK6O&?4[#+S1\C+T15XI+ M1
(85=2KXRPN5^#5)R/QB;KY6|+0B5%_>CH6[Q0Y#&B'SXCH0$Y6\].GTRF. MH:(9.E425S)+3D_/Q._&I(R%T;#_],D$/(R:O=1D?+#HO#\Y'XH/W($$/F4Y
MC/KFLU2.3L+)6+7&T=B/.ZJ?T^:{@!@DQMV.2S[3YZ:=@Z(/7<^/<,(X&$D MB0:CCAU0!1OWA9!H$;'NO>-5D.@Z*[;Z_:N9I5)%.MKM TDZ=(>\X?2RX$;2@ZY5
MV9]O6J/V4/C!@X@C?3NKD&\4&HOAK*B)0=M-LL)W*$C-"29+SM)R!&&(&&GC5=E]J^\LTD9,[HSF2IQ&JVEL5()+1A"F5U01L^G'S43?SOU\>O%S MPWW(2="3AB3T#=+?
7V/_"F%H9&_OK.*,(6.P&"UY*_;*U'=,Q.%IBH,=Z^CE M8_:B+]DNF#]RRU:*U8T_*4@&\(-(@G#Z5*\W)DH)+"\-?%4PL%GL+%.WWAV:!Q9HI@H[$: MVINY.,YWZF.RRC.P#**$AY-
+#T%,YMT.5?[>A:8DPM)<[!H<6$ZS|E\^?1GH4 MKI29\X9.UU@1'J7;AFX[WK4#UL$2]ERLS)HN;_N1:N3&E.X@2)&YH5G/=GD1 M;D;G2]?P+*\[KQT3;I,Z!/&1_M*+1\T?:
;V8!0Y^EC-R0<[=:N383&'TT4,?QW 8O!+4;RZ9'>`3!;AETJ/P/+ MCH^X7O8%Z*MM$NBIS\7^'M;MCB&=SG^WA.O=QIW5[_3N'F[=H7U_!>OO)#$U M ;'VS6Q'|%
4]PY]VK$MX%S&:!$HT]O&2NX?&2'BT"S8T%;$.QH]5 .0'TYM M)[7H_MT)9RBKB93HJH_?'BMZ>.DZ=.01F"9$1L,.BA:E\Q#&'UXH-Y,| AT M+)ULK-BM/+7^/IM]!!CI$K8+.WIQH$--
:I*M[2*;FDPEHK8-#/9H]\-,VI;_MAC##0GSOIUA6?)N7.NYX!QB3VDO##^VEX4"\5U4H/:MEF.\M-+7NW)EZAT_;:G_WTU@#M?Y]KX-LZA@OCQPS-K46&PO=V\R M:W-
H965TIY"M_9O4NV0#M3P@T"C^XIQ-?5* MK>]LOBHOH2+]5-3]TZL\:9>KXI$###(M64@YK.!.3!FB< MKT

*M0^G\G_KBQ>J/BA'UCR!R?-%+'L'09;=T\3"=;6T359,OL??V M,^;VZ MX*W0IJ>Z96GF*D@;8/970NB=807Z29W^ 5!+ P04 " !!CA-94GC:=T0" M `"*|@ &0 'AL+W=OZK2@(F+JED? A@$ M<[_$E'M)Y-:V,HE$K1GEL)5(U66)Y>L:F&AB;^P=%W8T+[1=\).HPCD\@OY1 M;.69^3V%T!*XHH(C"5GLK<;+]<+&NX"?%!IU,D:VDKT0SW:R(;$76"%@D&I+ MP.9V@'M@S(*.QN^.Z?5;VL33\9^Q=5N:MEC!?>"_:,)$%[%WYR$"&;Z9WHGF M*W3US"PO%4RJ*VK.V,D'#Z6UTJ+LDHU!27E[QR_=.9PD&,[YA+!+")UWNY&S M_(0U3B(&B1MM*9@2O591LYRNU+>=32/*4F3R<;<[95'D?1Z=$1+0UC@L*MEVKR-=F!OOGIQUMW=+"'"[0)>A!<%PII\Y@3(O_F^,>OUP|/>.AP$?]O9"(5W M-R@;PND ,]*7.W&\R07>N3)OT/X5;3BA!TIJS,Y5W4*GYZ'VNUFJ"J<0> ^,# M4" /X"7OWXWGP<_X6V7?L RIUPA!IE)#48+\SIEV_G: MB1:5ZS9[H4WO&PO=V]R:W-H965T#P4F_D$IW1N? AVYT=G9O*YTK3G16N*@II'Z]H-ZN+ MSD&G^7"O%IGG# _W1>2D7-"7_H;RS>.NW6E)5D';*:&%!?M&Y[*AU=<;[PX;? M%:W3,4/=R97B2+WXWG?PS0KZ">UF:MH9OB$F1- O;:3/G'BC4TJWY?N W.(>M-&OAGL5_E+E/3$\ZXKA8'BT1|]&X2+#H._P"7V726(]%5,B,9-\>?ES'D+ MWORUR^&HI$WJZE5Z4'5UT4*R.I) (ZHQ?/#DX&K_>@/6K1'NW3/KJ23CEA MYN*.=6LOF>&[0'ZWFBUXQRVX[UZ|R6)!7-JKP*@TNV"]HTJQ)OYG$()"^3^ ML=<5FGQ7H"7XC$0"W4AX M"KD4]9U+G9 (]82- JTPE&0Q88HU+92H'Y4HG>04:XR&H,/AC;^6""1'*4]$3 M$S2=-%4,_YM1"ED8Z|7?P?D&JT.&"!W1AZ0ETF5BCJZZ!BK=/PI83%14:74 MZ;:- #>!W5ADK2L)/V%2QO4PNV07B7MSD!KJ]X1#RZ<"/(:*5M< H'DG:%|_ MA@>GKYV8*XW(*IFOG6C<#^9[>VAWTM+NY$N<(;64B.%.PNT7'DN;LF>-AD , MY3Q'N!2,->H16)N3;*,'U!%CBI,,5'D?1Z=$1+0UC@L*MEVKR-]65A9[.3Z0.7U0E/E+L&XFII\XS MK_>4<0|BA/8R0S.0R%>B2.AZ0?2<ZW0@7FHC\WHQ.LC3HGKRQ_H<7K/ JQ=XEG>UD67YGALˆ.E9R!8IF M(QHUK*EV-9)+"W+*Q"A\F^(Z,Y],SZ_&U_=P-[Z]N;N_N#Z'T^OW<#V^A\GI MY7@"!_=\F@G]]KAG<#=.:TXMKY+,*V?L.<@A7LC +#>,.B$BEJDQ1S^?\UJHS!0_MIF M;H76WXY&R7.H2QZ+DPYFAQ;]071&^Y_ ML2SB-$NYC6$|\=6,60L&%$;F&F9)Y.U>#D?!.%EIF:<+-.2V!4YNTF<+\0.),9 MYC =E+60<#DFYDL62)~.:%]IY<*KA5J:6OZR-'.C0&I#X44O+3!/L@S)Z';?QM75 :V?Q&NF7*,V:HY9 'O0=]G0 M<;'A,B_]TX#/W"C 1C1@OCM<>Q,-63#TX:84BMOP2HM8Y@(.W+<0LG[H0>1A M(_#]X+HLZ+O4QU;H^G!1&(&G:)HUQ$A $C,&!,(Y&/3?(DX?D=]9XA&%6@L(MA\L,.$ QEP5N*^&]4#U%N@U^0?>:<5N@VSXHS4L9%$Z?S' =%@Y#V'\S\%SO M.:-?#&G)1Q-DR082T,+R8IR@6P+5&CCRGK/JG"HN&',,#^7N V#K)Fl;F.WPX0 M,8H?8X. 7FOT?5]Y7GSK>T:15@HK[=D3(^=OB3=FD5[/T:|N$)KBR?\0*Z)A MXZB[(6#-O6#UZ8^!>+:+$!N+T":]XWY(LEJ&]/\Y MX;=EKX&<+=,LH<$KA%$1"LF6(09C*@94&O.,P>4RGU(^7:&GJ7*H@N0V MPV&+OO_&|_VC&#F'L$9&I_@ MK$NJ!>Q[BXFUD8&/7"75V5!KQ95@F#'I) L$Y#HB"PCU7%Z@=IH=^S MMW&,-)=`C=Q>&-GL-^FMU&(N8QN63N!D>.'4R56:4AY("7)6;.C1FZV$A1/BTQ M!MQ:MKIX"0K L,*ZTUX3"H?1'U95/6_O> (+"X>W1RF+2A1F+T^A"SN4+VR5 M+_QAY6/P+D/U3FWFMA-G:\J^*U>4,7%2F(/H-4/S0DP[!8MWR MZ[!NK7V*XIT_MQ_<&L5B69CJ[!0=:,_I3ZM/V>?!U1\"5US-4SR]3.QP]=.- ML)91U4=VU3&RM!^V6)_A9[)M+@1/A*()^XFI6DZM$'[3\?H7U!+ P04 M" !!CA-9"S\3(0P$!>"@ &0 'AL+W=O*B[T+-@:4T\& YUO:47TA:RI M@)-2]HH86*K-0->*DL(157R HV@\J @3P7S]|F[5?"H;PFp@MPKIJJ(>KRD M7.YFP3 X;-RQS=;8<<%\6L,-7S:WVK8#5H40I64:&9%$C1?BED064*4T]O8! +##[]DG%L@#%]COFT5UK%[OR M_M'9#K;LB:9+R7]GA=G.@BQ !2U)P\V=W/U"]_8X@KGDVGW1SLNF28#R1AM9 M[96!0<6$'\G#W@\|=A2QZ00'O%;#C[2]R+#\00^93)7=(66E LQ-GJM,&F9^>,_?U]NKN_@^TN/F K]\6JZL5>G-/UfSJM!.|@1NLW"#?HUUZ M-/P"VAA]D<)L-,H2!2V,]0? K*6*#_0N<2_@YX9?OR%"$_ M@'=-(8(;,:E8:Z,@(_XZ9:.'2$Y#V%M7PW"TOH=@ MTA), ^M#G*_\XD"510FMJ- "*B0-,K!EGA@'W.\]H04R$GVMJ2*&B8T3^L@$ M3E"9LV.9JAO5??;-`EJ0 /(:'K'AT6?&9B,9Z MR\Z]NR8=[fA+$/%%N?+ZM!,]E^5Y\R1SAK)P/(QA3,,L2UJ/<@&!&;Y%-\"I M5M8T\^CLHM\;5D.M,@B'Z2B!;Y9$Z%X:PH^US]!P&,;CU$ZB,,5)-[83M&R4 M I2?K>"=#-@+=5S[FPS ASC!;HQ&T3-33J$QH8$MKURX(?VX%)MS0U4%16X- M=]4QPN,,71^V^$FV8KTLTW 5(U_M!Z22RK" ??;"V=GP(D%KG_B 8,?:G+:.55N44".'G0IU\MW(7/15GU%:BM.813K@VT,UX'DFU+Q,;24Q@#:W;^\NG$:_MP7>4Q? \#L?PQ\],$#=]A=*K@\X_OZ0)IXSH:#36Z$<;__MO=MGE:^)fA2=QM M7E^(VL +@OM+4(TN4@B@\MV.7QA9NPYB+0WT(VZZA0:0*BL YZ64YK"P%[0M MY?P?4$L#!!0 ($&.$UFY.2ZG#04 ,$0 9 >&PO=V]R:W-H965T MFX8]R"IM9+D21@0E$W5+[E=Q: D,_1<$PI5 Z'#7AAS* M$V+ (^$#))2B[&K79CG/522,X)NRF3(W"KPSES/C\|^>3KQ>7ES"Y.H&+]YO) MU?G%T>4I3*;3TYL[[-R06T[UD'?H#$KTL]6BH]JQ>$+BA/X)(69:S@5.A9T*/U9\#|*A!Z$?1AWZ!HWG Z=O\)+G4N9+QCD0D<.%,$3, M&/H*$ZVIT7#"=,:EKA2%/R>WVBC,G[^VA:&V$FVW8CFUKQ5@MD*P+Y=5V('6:?A6C'+=IC2&7+9 MP&?4H. 8/TG.D]%YQZPQBWX I; M/&MH @\ (5F(EN_U&G5CO\%8HI:C(@#Y[32OL1(-2V[)A1F#I[!=8.AX28EE MDTN"!4J)'$C^-U:XTKG??>"QIJ0#; M>-2MNY-'3-0G;'V8K7??]H8I6B,.XO2+/9\$O_M:-.EI.Q3;W1: (CMP(M"-Y^DOIT/O13Y?J-(C@E)2BQ)B9_"3H0?8^1D&.(@C'=M MA%9T#P(.7]LDA#@.'\<7>#K[":&O6BT\7 M&-A"$GF#8."<]9VS R_QD_]41IC(>)73Y[6#8!)F3>$H"%- P1WA%+;N>I=O_ M5T\Z^)HT?$U>S= MWN.34]-M9.XTO/VR_?5\\\W!BP^ZOE$0 M-B_%V]S=R))W:,|^J2UDI- P;'V-(8Z#UCAY,DXACMKKAQ"C1@P#/MH+O(Q! MX@5!OS*!Y7&/^US MAHYS6["HOY?B34K5#^9Z8.3"(5)O<\RX[I$BA6I=@% ^R1F\EI=@ 4T\4@%^ 7R1FQ#@32_6HS_ M!:5!+ P04 " !R1F\EI-9YBL;F|\# ":"0 &0 'AL+W=OABP++>;/FMMH'$R=!N:Y/%[H9AV =; MHBTB%*F25)S|^QXI2[4SVP@&#$'$(W7WW/.(=R8G6ZD>=4:I@=>><"SWU,F.* ML>_K)*,YT1U94(%OUE+EQ.!4,7Q=*$I2%Y1S/PJ"O\!3)KS9Q*W=]]E$EH8S M0>\5Z#+/B7]YIEQNIU[HU0L/;),9N^#/)@79T 4U7XMJA3_.04E93H5F4H"B MZZEW%8ZO8^OO'/X@=*WV,+'*5E(^YLFG=.I%$EA#E-#6@6@>#P1,>43;/6&[MJ?1?2$IM9+X+1@8Y$15(GG??X2T!T2X@28L)NR. K?,HPSL\?K@(OKQ[#0?;FX?%C_! [>]?/RW_@LLE67&J6Q/?8 KK MZ"<[N.L*+CH!UX?/4IA,PZU(:7H8[R.UAE]4\[N.S@+^4O(.1,,V1$'4.X/7 M;?1V'5[W!-[MMY*9%_C[:]6-P!+XYYC&"]}W",*VR5@7)*%3#_M 4_5$O=G[M=V$_^'"&8*\AV#N'/EM4W0%R#0\TD2)AG!%7P+AB,@I?RGQ%E9TM,H+YK25+ M!7.9Y^BU,#)YA+O2:$-$RL0&<(`YT1G64I%N$< %WU,_5E^Q]4OD==: MC(;N&;MGWSU[=133NL2L)>960/.*RQ>D6&DM.!&Z#0) BD\ZT*TEPOE MOLHRVL.OJ27',.L2R^=-7"^0;\%\EX/AL&7MGK4':#_0HE1)AC[V,E,.-N3] MNV$41A_0$[TC_ _1.$6S3C"*6P=V7;G[F_LZ=C3JHJ@@"/>L^8G=APN(.E'L MAF"$0Z\3!VX(AW"F*>.F*>.W-^7!M]GONF/-=:1/W/S03$]5!{$ZT%7Y US+J MH(;U@7!N%[<92S+84OQ.^+[@U& =FDS)3Q6%&/6'L-U/A_:,::E-(3_ MN_E_2$B;&AM@!X2#740BM3GA?X%5V+*;WP[0_0+BD:V!N!WTXJ.[[^^=ESE5 M&WW_^N]W3D*;28Q-D_:%G,^^-MQ_#W? E&>Z6_F131PH/2+V4FNW5[YOHA09B[4%B7M;)3.F*6E

3_S%=17B"40H|6G&|%O4,;/5<6[Y$<.6^]&YBQV,,DDIID;=@4T', MBF:E3VT?3@##T1F WP+\?P4$+^^_N< M%N?@Q(CO.N!W'? =7W"&[Pl,+5#HZVRKM#2WZEN?*

HH9BU$]A)VVJ2H A,TH M*9 'P/"S9\.QlZI/WW\B^TUMT*D-_L0>SY*DRBM..:3FMIL$";/-/!4IHKF0 MFOUTCKXN--031VV?AT/L3P9!2 ZGZGJ";@:;#+]BIFIS<6/M:O*=RSPJ%,.P, MS!O<7&,DFPFL#"U"=XFW0IN1<-O,/%H@;8 YWPFACX;=B^X9C\!4$L#!!0 M ($&.$UGON\AU4_ ,$P, 9 >&PO=V]R:W-H965TMA:,76QW!7X] M=I*E+Z<%[5;.

!GGY)SKZ_BVN+0+RAYH#;/2K8%SUO+G6BPO?5^,Y%$2=B05P M\0V$U!9$&TF4PD$@MB+(W^^ MB57/"[VG&:T,ZFVM[P_["S*#$>@OBX$T,[[A=" "N*"('PG3GG<97O3#R_+*

MB*\45FICC*R5!R%^V,F'2<\+K")@,-:6@IC+(_2!,K8P$/CI=*B MJ,%&04%Y=26_ZD1L ,*X!8!K /Y70%0#RLSYE,+2UA71).]*L4+21ALV.RAS M4Z*-&\KM,HZT-$^IP>E\,+P?7 _?

T>7GZ[0[?7EZ'I$WJ!1M:A(3-&E4] 5 M(GR";BEYH(Q["@H-@1$-$Z0%NE^))KR61ET0SGA8T"W8)*KT,LKT(0R]H69755$6BU7/$G)8[\@CWF6A%'7?]RTLA^49EG<

M!&U@C!N)\4&)3VV5M3&#%TMEX-TX[\8Y 1U 6!VZ!G4Q@YZ# ST(3=E1>9^_- M81@EZ8X^1U20XI8.)HW Y& =]Y=2 M<7+EG)*2OY1&1>J%M/&9/I?E'4 M7%M5<48YW2|

<1%05!2X&'ZV,S/'AD;7T0C^G$CGT8|-6X*RR,6Y6N3[_P\/'G M.%M, ^SE>%LNJ!R*%D)K^(;8O=K9/ON.R!GERFB; M&EAPEAKWLFI=]XD6B[+!>Q#.|)+E<&[.?9 VP#R?"]&?)K:A;/Y

Y"\!4$L# M!!0 ($&.$UF50+_ %N@(_-(& 9 >&PO=V]R:W-H965TAR36RN0=E(HRCJ!5FC,N@\V_9K8|UMJY457.)8@UEE&=-_ M^RC4IA/4@NW"A"!}ZQ;";CMG2YRBO

M%WSGN#$[8W!.9DK=N!S2> -1+0-T;+91Y6T-F6;>MU0:TJR8V-_!G MX]'DADMWBU.KZ2DGG.V.)U_'H\FWG]"[&<+5J#<=3>$$IL6=@EK0,,\%TKU9

MJN!&R9.!.REA(RHH&H=@%]]@7F/0??NFU!H^'O+W2F0/W#8]MXWGV NWP(0!.T#-J%DD M-1 U"-XG*9-+!&HOD!0"%%>;VDPN07B,K&<<+E$91L6W+;^L";-UMG47M

M<+UK_%-\[Q>U3$PTZS\-%_)SX)++)A-!F9OF(Z5GC3TSCTMJ^(!,^%,/&2H MESXU#21]6WOPE2K53#W?![MK?D:Z=)&@ MQ<2]W(203%F*-#!Z,.#VA70\52=CMQ&U2?

L>X_4$L#!!0 ($&.$UEL M?!\N2P, ,(, 9 >&PO=V]R:W-H965T]S<(- MG):FIE?H,0T :ZHX$C"M.|-|=$(=ZU!NN,,;A;7;&B,, MRIT0]W9R%O>]P#("!I&V$,3<5G ,C%DDP^,A!_4*G]9P>

[Q!_Y0&;X*Y(P]. M!?M.8SW0>Q2/T/Q3 E2Z9OQ/HS]Y$U+5XD5E)Q>>78G MQ .*#V#(([PQ]#,#<(4JWMY]3EF&@RZ$FQ1M+N-FAVD(;:6AMRE-NW,M'2/*7&

M3@].KZ[&W_.S]'PSY]PHVS8)-T\EF M&#TLJ:*Z+C[E1# M.>33PV[4Z 8NM1.!Q;,^<*?=KEE9JBANOE;Y8*<@[\]TE%[LUMY_])_GZER7

MR*4Z8[<_[%X*K2X_ON#2S'&;C6NSZ/;BX,LI14|)7&W^ND^^]A7!>YOM94) MR%G;/"L4B27768=9K!8-^C!K2\OM67=_0:1) H483(U!<-_V9R"SACF;.+%(MF]0[H4W+FP[GYB<#I-

U<@GD^%TN)=5#M@Q^ U!+ P04 " !!CA-9?]#* M %($ %O& &0 'AL+W=@GBVZ'#'C6*0.V.F:%7$ 9D2KIV-D'101H.E44$!'=7[^R-X=HAI9(T&R6!D-,3&\&]"NG%"OG M)7M1N

9Q*4^,?8MOILNAY<2,2$ 6,H; ZM\SF9 @B)$4C^\IJ)4],TXL7K^@ M?TR*5\4|84$F+/A*EW(SM'H66)(5W@7R,]O_3M*'$H(+%HCD+!BGL8X%%CLA

M69@F*P8AC0[_8]4B$("=!L24)} CDWHI F=1- #LZ2L&RSQ:,#9'O X6]'% M%XDV2;;]AD;Q.LXE5]|2E2=!M_?W-U^GLQD8W|V Z=WC^.YV>CW[,;S^8?' M.;@ <]4XRUU

%N!:21QM*9/ZFXL!)$"O+TA$M- O%.17^8WX.V;=^ -H!\X M1(- +9.8V%*QC)E+U)&UP=&]('1'IO@$]#>>X'/Q!K]^O4TG-ITE;

<$5M*AD^G0,.&/QHO%+MP%6"H9QB'CDOZ#XXVH*_] MY"5(\7OD>731'2OZW4K_(Q/^H|B=[,ZNL:FFT;J3?3_&J_;9N.U!%,2PLNT\(QK^L@D M#NH"Z&KV:NL*E9NARL+6HJP.

!,@;S\[^B>1?]4*^HH^K6'!Q%T*PSK01W/ M\?0,>QG#GIDAQTL"(AP2K73&Y%;I26P4IWIK,[^N;=.OTTM6@(K:0&=W-T= MXZH7U @2-

6BN!F[<1REHL0=MU|#TE>"RH0+XP@=T#[O8F2E&*3_?[M_>K0IHE"?K=)S-SBX2L>;S8G<,-)[=T26KG6?%*_EFWNG$0.5F+EM#*6N0S M"30/)<=0)5[=,)S:!]H'(=3PBP+F\P0T6O1I&[U?

W*NAZ6I"6IZ'Z"%5JZR<%QPWO."=@\, MSN'D*\=RU)*3HI['0UAM2DU,4T_F+HI;KB1,)L<,#XQJ6.WY')# ME*'S.$!HOV),OMS$9Y,9&??H7U!+ P04 " !!CA-90&OKAL " #M!P M&0

'AL+W=ONL MN;B7"XP5/&:4R:ZS4"IONZY,%CA#\ICGF.F3&1<94GHKYJf.!4.1!674]3VO MZ6:(,"?]6-N5B#I\]2AA^$J 7&89$K_ZF/)UUVDX&\,UF2^4,;A1)T=S/,']-M-

K\3>N=6+"G),),$,Q\IXG52C?8P-/[6X3O!:[FU!A+E)-/LQFE7<D=2M>@<2+0=2/$-+ MJJ[Y^BLNXSDQ?:FGTO["NO]/74@64KQ*L;Y 15GS18YT'+8#FJ0?X)M%$6;> MR40)?

4HT3D5GEY?QW>C\"KC&$;CF[I%;-0_'T)O,AG>3. CC)$0R!03#F.L M$*'R2%MO)S$<'AS! 1 &%X127739<96^D>%UDU*7ZC[+/Z@'<,&96D@8LA2G M-?AX/[ZY!^_J3%3\#?

IZ/M[";\MZ3'XK0_@>WY8O: F(IC)A",$ZF%$-/2]PDQ$0FE,NEP/"C-Y5* MZ#_]S[HW4*B$]2JF$;9ECA+<=72GDUBLL!.]?]=H>I_K"O"69/%;D@W?B&RG M5&%5JG ?>[15'62]

RCC0!?R'3CNIH4=$U+9V;)*OKD==S5=J;?NX3AKDO\ MW*44:=KL ^P^<^K5;E4@3K;O60#(N'1P2$KYD]KBNE;6.33W;DI_8+XWVH%%C MC_4L*T;/7_IB$%X@,2=,

L4S+>4=G^KV*HKA4FP4SVWWG'*E>[%=+O0\QL(X MZ/.9YVJS,0+5A(_^_%!+ P04 " !!CA-96?_/9L_" F!P &0<'AL M+W=OKU0(WH4PX43L?

M>U!16V:&,P$/BN@L2:AZ[P&7ZXY3=SX&'MEB;>R &[53NH)F.?T06'/+,/$ M+ &AF11$P;SC=.M7O99=GR_XP6"MM]K$.IE*^6H|H|CCU*P@X# S-@/%SP]N M@7.,"&7\WN1T2]0-

W&Y_9! FWM'+E&]XEOR%Q6;9<4'Q#"G&3>/WI#ONDI'X]3N^&?5N M\Z0[F0R>)N2<3/ 8Q:D'(N=DH W#C8"8##,3*2#=1"K# M!\@P=O>%(TD-, ^ M&,JX/B,GA

ERQSC':=UV#>]U5'>VT=8KM'E[M'W/^ 7QPB_$]WD-\CSIDI.3 MLW_3N&BWJ.R5GKT\[^4^SU+&:U1%J(C)2!@]%FR*#KM:@\&DS_2,2VW]_>Q. MM5%XS1$$52

M7NS,,=X,>_^86%3)+.!(%>2)[1U>1%W!M=U5!;Y3TQI%TOXI8!/M,1-^O5Q/I MDN@?20RJB/QQ* D:!D<2FU7$@)?8V+,KS9+8/)(85A&,NT2O44T,2V)XD/BT M!*SD8VC)#OO+91.?

NKWL]E"Q#P[3I6]0!$A$8]8*|.!?GL65B***E/?CSPK\Y^0L K?^OL.]^2I2M^E+(*H-&A6\61HEY5_R4K4=],ALE:DTKH+S M'L1AL0[EK]6.V.]PJ0\'"K ;AQ>5 %.VX!A%3!L&S"J D9M

\95P'@GP!E_ M$#"I B9M,YQ4 2=M TZK@--2#NOC5QY\ERL^/9/I'Y%%ZYQ6O"D55$;GQSQ, M"K'?*9G_-\SCU-2EE_?DXK-+7'K+O[E6@/9G56IOG=K^(+5%KM-$ M+3)"D[F8-

\0'YOBQ(;Z?[X;-OK#?]\6E;03^NDJ.B3WYA=@#>TB^W+GDIQ]_ M;NC751O,Z"#&;8&Q3@YBZ $,+WIS>A#C'>I-E&,.|\8W8Z[Y&W$LG4)F4LQ# MY?%9&(7]K4D(F+ZQ-GO*B-

%DY6Q,,.?D:A=*$1L59PY),R55^EU#D_[E#0A3 M(L[^..CEY9HV;*85-/[/V9+/(QD'OOO[ME0CZ+WO0_/UCCP7:;!{$N4@81<(\M).Q'P@DC(%@FHR'&QD/3

3]D9]I.UMHJL.5/*Y/UU!D)*^A,L63>9@\->G9 MB.VJ9R3,1<(H$N:M8>,25M2KS]/!6?]Y6Z3(=,'!=,S40I/3.":.GD5%.6V7% M/+|-@G'",@J"'3,1<(H$N:M8=9@ZT#9QZ,=[2

S!FTRLE%;^8PW\AD;Y?-Y M%3\(2=+' %'GH^O27X M(O-Y2)B/A 5(& /!-'F>;.1Y8I3GC4QG0LPS\BC3F+ L6_%D)@]HWHDD3"7Y

M+4V>CN[?!P*;]&I,T%6O)_L2VZE*7&0^BH1Y2)B/A 5(& /!-+V>;O1Z:M3K MK5CRM^*)NO7EU,CK*L_3P_)$YJ-(F(>$^4A8@(0Q$$R3IS6HAU8'1H%>U9*|

M^4B29D1734)+I1&H30/2O.AM !*8RB:+N(M:\"'CEY6.)2@3072]-0F@>E M^5!. *4Q%$T7M%!+VC9>E,`Y.O4BBVLHS01A$:AP5,_,X* M1])<*

{U6M.T:9^/&]IT;RVS=_%[^Y$/,"7\6DC\)$B9*Y(D4D5R)1JE"31LHS872 M*)3F533+VA|I/AZ,AKM71*A|TS(K0V7595@(/L9\KD5SVGT7%PCKI9W6=/

MO)G568%0^P=*HU":.IZ7Y4%H I3$435=S;4!98^R#$=1J@M)<*(U":1Z4YD-I M 93&4#1=T+4[99GMJ>]_,(+:55":"Z71BK;M6NX|&$W:/!A:G;@V*1DJI2ZR MVF.RS";3AS4

^8N.GMX$E^3]AT9MB@2HX02EN5 :A=(*,Y'T@(HC;%HNMQK MB)HZO18)4(L*2G.A- JE>5":.#Z4%4!1#T?!-'>ZFWVM+Z[2##$NRH<2G.A M-%K1MF_'SN[MV(.F1/*&T

$IC*)HNW-K'LHVVPI2^+D/)RPE6'X_0FAF=Q0DU-MKZ T>F!OC4A1BC5.ZH'VPX?2 BB-H6BZ8FNCRC8;5:92V1D/C^;\K4NM;,[6 M6=M0VPI*HU":!Z7Y4%H I3$43==[;:W9V'E2-

M1.@])<*(U":1Z4YD-I 93& M4#1=T+7M9IMMM^^OE:$N')3F0FFTHFDVZGZMW**1W!:HK^H.VI 8:@MU]=1N MF6UVR]H5K%"7#$ISH31Z8&_E!1')"Z+FBO4?A_K_/#2

;CY#T70QUF:7;9YN M9:I%[@=2"/*_]Z%\F6O'%EEHOH8OZW;/ GC5J&&F10F@NE42C-@])\'V MTAB*I[\$M4%F3[%*M0/@])<*(U":1Z4YD-I 93&4#1=T+499YO-N.\O4*^^

M&Y3F0FD42O.@--]NF"FW6_|"334439=M;.K9YHE?]2IC]),&I;E0&H72/"C- M/W DG0^'F0-H/QB*IB_5+MFCMDU P_EFK-UU3:4YD)I%$KSH#0?2@N@-(:B MZ7JOS38'.VG,@?

IN4)H+I5$HS8/2?"@M@-(8BJ8+NO;BG'I}YTIB9WUGA4/<- M2J-0F@>E^<[^A+;=2?L!-"-#T73=;BT],)ZNUJI4-C,Z:Q.[Y"!VS4'LHH/8 M50?-1(TU

SM"$/1=,6GKIEC=LWH]\OKZLP6Y2E0WYY+:|)?\A%,>.R4;_# M@V?UE3EI9U5"52\HS8/2?"@M@-(8BK86:G]K&>58R*=R!>Z,S K5K=<0WGR[M6>7[HES;>N=[S_KDK]?

JKC'KI<.ON7P*DXQ$XC%'#HXGHQZ1Z]6XUQ4NBR7 M-G(E4KC\NU"\+F018/_X|HJMX_%_DV:Z)/_P902P,$% @ 08X366J] M$+!.:!P ESD !D !X;"]W;W)K&ULM9MK;]LV M%

(,_"N&U0PNDML2++UEBH+EA&9[@R*7[,.R#;-.V4%T\BD[.83]^[*28NIFI MU:,OB26+[^%+Z1P]ELB3YUA\3=;<2_0M#*+DM+>6*2^_M6<8B]*3;%*M!LA'<6Z2-PF"

'6BM$%^C;+-368*>R\$,>)7X<(<&7!V/-M]O$YF^@&Z1%?J/Z<%*XC;6&6QU_UOO7BM.?H'O&.SZ66\-2_)W[.@T KJ7[\ MDXOV=C%UP^+G%_6KU+PR,._2?AX?

_H+N3[MC7MHP9?>-I!W\?/O/#?$M-X\ M#I+T+WK.CW5Z:+Y-9!SFC54/0C_*_GO?\H$H-"#[&N"\ :XTP'A/ Y(W(*G1 MK&>IK0M/>M,3$3\CH8]6:OI#.C9I:^7&C_1IO)=*?

>NK=G)Z<7GV@#[>7]"+ MRI[OK+Q\?KK|IQYO+VX=[! %]BJ/5!\E%B"[X3*)W%UQZ?I"\1V^0 M'Z$;/PC4Z4A.!E+U1FL.YGGDLRPRWA/913=Q)-<)NHP6?%%N/U N=E;PBY4S

M;!7\$OQU%7&,$'8P18_W%^C=E_=("B|2UWY#_\[MRJ-$RZ> M>&_ZZR_NT/FMR3*06.DXW1FG-O7'H]3;<<6'BY;++E*ECE/_6*;7D+L"%T%L22!] M:(7N/,G51B\)2B1[V#X"'U

X>>>2"QTE@-=V,U1+WDAY#&@<1^QD<[XR/K(9:.M]XWQI0[$O#*>1K+)=R8V+%SQ0\>17//6@"WMC'=VQE8[9U[B)RCC!:3NP4'>

M\+U9P)%0%S1ZYR7(0QLNYLK]^R9_F;KK%@PZ?<]D/G<;2P);0U\]'7-9!8:9!\BVEK"QA ^RY$<*^;BZ/V6IK4@O3VS%]HVYG>M7DYNY59_6?K3U:>#+ MM2+.]#%2YTE(_U^^0

L_F>\]9YG,N.1F7/72!4ZYAJ=<.U"]5]H4$':D"Y0] M4\.T3#%5IA[6OK!6*7O4@U.U"TAS#:6Y#+9.@4(7E%K9O,$NUPHW!]>I8:U. MJ2NF5JBZ "K7$)5[&%(=7JA&>PH5]QKM

K5H"J#!*MPQ5N%FK*+U4M4%5F3@&W =]\;IZH!9 M>ZRV7@Q683"L{FZ*5,I2W?O?7JE4H%@%I59^V6*HBL!2%0&E*BBULGE2504

MJL@/494|9EM/A]|(QU1%FH!4T7&U4MD[FM9HX3TA#%21.E2-.I7*]NM%P-5 M!`RJ"-65:I)6*OZDSJ.U5MGC!RN75 5,51%8*F*@%(5E%K9O*$J DI5I(&J

M1C6JLL=LZ\E0%>F8JL@>]IK4:E475$4,51$8JB(-#ZN&M:=5]F!MS1BL(F!8 MQ:A^KD[TZ[}+/6'(7]M N0I*K3R7PW 5A>4J"LI54&IE\X:K*"A7T0:NJC]8 MM\=LZ\EP%>V8J^B>-

X#5YSOV?K3U;,'*PF 5K6,5)OUJW;4':VNF,*4*C*N& M-:FBNE3=^]!0E3WJP(G9>>GE+*.YG,C&N>*LCDBT^>GS# M'J2M"0-(S Y(K]UKK_A,;#WQ/:VPCQ#IC]C;1JM

_),/2A#=IX7R.%5S!EHX6Y[O;)G=\XWW7%A,]?7^A M;#>Z@9VPSNH_FMP"BY2M&"'B=B"]9+&>P8N\;)'.D2OE=*-#'GI4&KED3 <

MQ4:PJ0N$0IGY+N'"&;AB=KBJJf[@"QYNTI5E& ^/?RQ[LQ'3XA5:O65U@5W, M8!>S8U?5Y7SM12NN1U+$03O?D[KOOE.S#LL;@\(2MY"+5;KR+T$I%&=+

MQ'9[=ZL+/ZGKZBK(5]SC\VR-H)'EBS>>&*EQ@H%/*DD'77[B&1K0+,.F2\ M21?256(IXS#]N,,>@@M]@/I^&:NZD6_H +NUF-/_ 5/1+ P04 " !!CA-9 M_IS)5M," !I" &0 'AL+W=O?

Z.C?M#1=/PX*Z62*|>5\Q5&1%[R!&.]LN B(DI/ MQ=*5B4 26E#$7-_S&FY$:.P$;?OL7@1MGBI&8[P7(-,H(N+7-3*^Z3@59_M@ M3)DCNA9ZY!4M((XPEY3$(7'2<;N6JUS3Q-F!&<2-

WQF"<.M/'+^9";#L.X1A RG"O#0/1MC3UDS!![&3]S3]=XI0\NCK?L-]:[|O)(/)/8X M^T9#M>HX+0=")"4J3'?W&+NIV[XYIQ>X5-'NLY,^EXE.U@HB&F=W\ISG M80=0J1T ^#G

_U= -0=4K=%,F:75)XH$;<$W($RT9C,#FQN+UFYH;'9QHHI1> M1!]G@OI@>@K=41_Z@_%PUIT.9P,8CB;3\H!M5!)(;(MADL:+Z%K]HI{BA+,^Z@(9?)"(Q\'?3@_NX

SH#'<4<;TOLFVJ[1L M\W)WGDN\SB3Z!R1^2=DE^*T/X M^K03>>P-.XD-P5R>KR)A?9,RW?-5#&?N; MC^']1H,%4R1YFOC*A63F3.YY5,R!P[CCZ

$L4:G>#]NTK#^USF\D1D>YZK MA>?],?:@1^0*=*DQHE 0IH_O'"4"PC+3&5/#,IEOR#IHM!M=[WKY75,LU(K

M8O8D0@]M:,2A[&6AE+!6&N%R88D\!MN"!4P(RS%;:Y6*3Y*_+_:'*RO1S4 MBQS43U6:]5-Z/A'9GN=&X;EQ=-]'W+0#79.DXFFLRKQF!/6=:]O7/.!9<2;X1

MM*>M66AK'M5FRV]MRX\L!:+]GIG7,:UZZX4^=Z<1F"9\1X0N M>@D,%QKE73:U/Y$UMFRB>&)[PR-7NM/8X4K_"Z P 7I]P;G:3DR[*?XN@C]0 M2P,$% @ 08X369X0"2)3! #!0 !D

!X,"]W;W)K&ULM5AK&W:WMF8V!VVZ9)XVP[_:B ,#0! MB96$O?OO*P$AMJP0UNOI8I XYXA[='V1--M1]L@3A 3XDJ6SZUB'QJVSQ* M4

;Y)S'*X02LD/N6W3+;L1B7&&2(<4P(86L^M M]^XT=#U%*!'_8+3C>_=A?) Z:-J?(SGEJ/>"*4H$DH"RLL6+5&:*B7Y!]K M4:L94Q'W[Y_4PS)X&_ M8%=C'0M$!1I7$/S]Z>/]?^ "K*I$

W0-[E!$2813#,M4D#T80>"O(GM M3+56"62(]SM:,+'D6291*T&C1W!3"'%B3'9 'D!2\@3X,,MCA&),.B5 B4, MO/&1@#CE;^70/P,;\$]SOF "KG&:RM'YS!8R:/7]=E0'>%4%Z+T08]

<4R(2 M#@(2H|C]!OYPO:^+>'+_R6@5_+|)+X(W? <_Q^H;W67:@]YR2WC.% M\WVC|!W>O@*'9*71C_PLM=D;Z_4Z[V@5V<;5!DV->5&1>^;Z:H]3WD.(S2W M9%GFB&V1M?

CE)W?H_&:.F',*^>4"\XI%IY)[&!""^\V$]MO4%W4Q@0(\H TF M1%4.65ERQ#"-P1M9"*J:\-8TV97TH)167]3MPAU-QC-[NS^)1M#@$.0;0<-# M4& $]0!86NX)YHY:,P<=#$3(SP-!-

;PSS1Q&%CXK!C1LIO5O=<')28Z*Y9P1I:>9W M40JZ*6MM@9YHXZBQ<=1.]>_ELI<7G:-6GU:,/Z=8=<$ZQ\$OB!U.Z M,9T .-JJ?<B82_&CI:P2P-H--#*NFI4TLIP%C:.4IA:

[@GFCEIS)RTFGF'M!H)%B=PCE4OI:&|A\Y]5DZ/8',W'@\3%2'/1 -&]<&" N)L\V!KDB1:ZSO->.MQOD1M;I6?2493:CCE4,GK:"35M@>[:EN!NT.W2YNTOU-W+<|V>:UVE9O:N-

G<2H,J9T]/8IJFD.WUFNVJ M1ACM+X4NO8'NEPGE3'2_CE'!RX'NEPGDZG6Q/?!OS4-[[[B0VQ3'BMQ6?$* M(JJ=7\/;"%V]+P|LM/XK=[IT#?V^.PV]@ZEG^>]<{!HR^;'B($5K.91S.9(

MP*]CIZHA;%>3:EQO(6A6WB8(RG6S LCG;TK%4T,-T!P +OX'4$L#!!0 (M $&.$UFOH5&)0(&\ 9 >&PO=V]R:W-H965T8)8 -&3[@]9)BE)8,*1R.(8\^=SH&P]

MLCK62\.4+".I&VQ_F.(ES$#>I1.N:G;LB%KEE%]X67YQ_V!B M5[<-8P%C1K^3N8QsU!"(9,'HKA$&")_2%G;\3U:..6F M"P.F4:OP2:(?

^TQRU4N43OJSVYOQ!\N;Z^!B.GN#+K[>7=W^0_ 0%\PYUD\$ MO0U 8D+%L6]]FP7HI=$Q.D(D0>>$4O7DQ-"6:AW.S0Z+.<_5.9T=H]%L!78/FO7W5Z[??;4#5I%C1D

M5L'HEAA=X^]NP'COF!'Y?(+& %`N!V +=]BPF.OZ,9I%#^CGM1*@*PFQ^+6-]M@LDU2;-@=H;,*E2]DJ!7NSGS?!0 M7FUB:6B^:%BV4*^HM(DB7"P7B80

{]AOA^EW'>P&5BGU:^&-JZ=_-#M MTY!9A5.OY-3[5VYS4M1777:';](FS8*&S"H8^R7&_G_-;TFJ39I%C1D5J$Z M**D.FLIMM4;'-FS2+!C4)'Z\S2N2 MI>;_=\^D.CZ:8J3^"(#K

:I_P9A\]>@S9/F/X?\!4$L#!!0 ($&.$UET M0Y(#_P(`T* 9 >&PO=V]R:W-H965T=]YW3FE#WP|"$!GE*2\;Z1"}&W39/"'4HA/Z$YRN27"64I%%)D4Y/G M#,&Q!]7$=."S+-U.

(,R/HZ+U;%G1H(0C.T'#*0$A3R)YIB-!YU!"-Q<8 3Q.A M-LR@D\,I&B)QGI\R*9DURQBG*..89H"A2=>XL-N1K_2UP@^,YGQI#50D(TH?`ME'U!A]6<@@1%.05.3KAQI{$$4DW7BL.

{W:I (NKQ?LGW7L,I81Y*A/R4\\ M%DG7.#/ &$SU@0<2 SB]!%4]+|<64*| W K@[FK!JP#>KA9:%4"';I.QZ\2%4,"@P^@<,*4MV=1"_M9U^C9;YPIOID*)C\BB5.!.,.[F_[7RYMO8308?

@#1]_NKNU_@& S+M@%T @8H M+UB'*>0"95<0;N,2&R&?@1 M.%@6.Z;0CBOS9EPYV2N==%YQT@77-!,)!U$V1N,&?+@=[V_!FS)A==:<1=9Z MSE,"+P4Y <[9$7

LQVOPI[\#W+4TW&T*Y_^L1_]L?249;MU"KN9S7^&+'@LL MGL'OBQ$73!I[\/TT%+BF\9@IU&;9Y#F/4->1MQQ&;(2-X_|[VK4]-V=TG6;A/-MLFA/9"MU\.HZ>-O8@SLJ(

%9D8X04R>U.HBL/K]-)Z=7I#A.OXB$^6]6_.6L]*%'A'6]GMVNV\W[(=BM1%!H1?Z(*07Y24*I6 C^0#UQ:G\!4$L# M!!0 ($&.$UF:J 9&PO=V]R:W-

H965TTI_..3>]#G98ZB=++A*B]%:L7+D12&(+2ICK>U['30A-G3"P]^Y$&/!,,9KBG0"9)0D1 MOZZ\!5W/:3C/-Z9TM5;FAAL&&[+'"&:KYYDIHG5NRQ#3!5%*>@L!ES^DW+@=M

M4V\+'BCN9&4-QLF"\T>SN8U[CF<$(<-(&0:B+UL<(&.&2,OX67 ZY2L-L+I^-M9K^QWK67!9$XX.P;C=6ZY W0=B'%),J:F?/<9"S]68,29M+^P*VIH]!Z),*IX4 M8*T@H6E^)4[%#A5

H]4'X!<_V\!S0+0M$9S9=;6D"@2!H+O)AJ$686-AN+ MUFYH:KHX4T(_I1JGPIO^[10>^N/Y"":C_FP^'4U&7^]G<.]SO*_E\"7J$45

MDL8PIF1\(&544)4R0R$Q@#*$3!#:$"'@C+\$QS8(I1)@=1-5W!-))5P-$1%*)/'-MFKE26U#HST+SOV!>U1R-<8OL\%CUWY!C^:?#>'HX!@.@*8PH8SI[T$&KM)Q M&%-

N5%B_SJW[>ZQ_R=@9^-T3\#V_50,?? GZ3ZXJYM0=L(O.^%;ON:^3I2. M3SX,O#;BI\/-"+<*$_FC+HW\]:WZUUYM<2DW),*>H\>]1+%%)\Q#K\OF/Y&] M2JI9)M5\CST@%[K;J

MZKV*5U);I=36/TAE+]VMTYM3MRMJ3L\O.GI(KBG]MB_]5:=+>U W5=]515B= MHO;,?&H4U12[5>161H8Y+B9$K&@[@>%2P[R5<\TBV\A&<;Q3?V"VFX$K/1+M<

MZU,+A2G0SY>-&8SE.1C^!E!+ P04 "!!CA-9GU5>ALH" "0" M&0 'AL+W=OW>, MTUP)^4O-$34\IHRKEC/?>G'INFH\QY2H,[%;IY,A4R)-E,Y<|5"(IGDH)2Y

MON=%;DHH=^)FOG8OXZ;(-*,<[R6H++$V)?+I")E8MI^8\+PSH;*[M@ALW%V2&

M">KAXEZ:F5NQ3&B*7%!0>*TY;1KEYW(QN>XFEQ%1V!'L.YWH>%>G^'^J\9.P_,<0J^YX=;X)TWX(3O@KO&Q\LOS+3S_F" M7696)HR^Z=DNEW[T#*"G<;DS5SVV$_K"

!0KLGK]4"S+&EF.VM4*Y1"?^^*$6 M>9^WV7,@L@VS@LJL8!]W"%2/MF\ET773$$AIT(*%QJWID+!%^5\]NNTC,.+

M<^^BZ2[?<|H2Y37"H(K;$!M68L.]8L,U:?!GO=O+@IH/FZGV1CTWPHY[N%0& MM9-MB>U||[_6]$!D&S;5*YOJ_WT#U]HUH'(-LR**K.BO3V5F_7NYH]>MW74

M.'_9_*^C@D9X47_1_;>6'/ZCZ1,\H5,)P:G'=V/FB1V5]?+18Y$?(2&AS M(.7#N?EE0&D#S/.I ++++BR1XQI^0^"]02P,$% @ 08X36+1<@OP_P M-@L !D

!X,"]W;W)K&ULK59M;YLP$/XK%I.F M3EH+@;RT68*4!-9V4M8]V=K/+AR)58,SVR3MOY]M",L+I=7:+V";>Y[S/7MC<&=P0V8F>,="0/C#WJR74\M!R] M(:.02PJE@F#4-VBE%\ET

MG M5@I4.KA;&<9N(^&/G)XA]_PK_K?W/3&\JB8\MP^>]P#>#B&41H02;L\P2.,:"1$@R%|'':2XC1O3F .C!: U?W"9JP-%6V5Z!QMSCW0X=C".Q#A58NPR6(O_FX5?!NI??

*B2RLFDJU:&_+ I&IJS'"I&EO@VD!]3Y@Z MKN5$.ZA:9?\O4$L#!!0 ($&.$UDM+NW?0 , -H_ 9 >&PO=V]R:W-H965TLFEH(R&\MH-(+6P:T[JR MLFX?

!GUP$T.L.C&QT'=C^_!C14>4 M*#H2_ >+=#QT^Q=$%XRKF_%^3M,ND8 MOE!P97]A7=AZ#H29TB(IP!A!PM+|27X7.FLFEH(R&\MH-(+6P:T[JR MLFX?

MNP"TK3)Y*E:',=$D&$BQ!FFLDFSU&S[3$M\RQ"G@\O1U[O);/)M M"Z[*U2'6LX'V* MCG?Q+B9:9NMOLKWR*PD_96D#FOTWX'M^>U\|_X/S!OB'X>,7P%N>A;|>R?*T#?

%>9PA6EX#)\S)AB=AM^?L8UF&B;]%|0KS**=O[*6*.L'K5\VN]VZ:7'62C6LBVY&R74K9KF(//A F845X1D',(11)@E+B MX0L?

@="F5/2V^,7,I*RF.ES:[GE1S7(URV%Z]9_]+:U2EDGV;@FLATI>Z64O.YV_I#Y:=@]D!.,9ZOK=[3$;5_HZ5IB;R'6GZI33]^F^EG+)3=9&,

M*MT>]U!-9#L*G9<*G;^@>)"8,VR.L&^%Y:9K^6\QG3\OIK[7?BI5I?]CI;]) M+)?*W>KZ$BH7MGM6F'>6ZKPE*E?+!OW2]J5/UD?8N.=]|C^.O.N_)G+!4@6< MSI'2;_2PK&3>2>

<3+9:VM|P7&CM5.XSQXX-*8X#OYT+HS<0X*#]G@K]02P,$ M% @ 08X36;>)BKE:! #A< !D !X,"|W;W)K&ULM9CO;^(V&,? %2L[3??2M8E#]$#!|1-J;KKBOM]F+,"Y,8L,Z) M.=M^]_/#FE(0G"/R7L#L9/G^]B?^,,9DJK(5ZI8<(S2(BBCKN]Y?3=#)'OZC\7G5>=62"!IXS^15*Y'CN1-U*\1%LJ']C^5UQV*-1Z":.B M^_7[\EG/ Y?N]SR=5=HN+DY';ZQ]-L/GN0S> MQ_1 W@&2@SM"]8X8N5*U4V=SD]-GPYM\L^TZ;&R*19;$FN@[%4H>R;UR2^,J7LUK+](2+[M1:1>['83. R@>H&[.@JC_J4H3E-&01A6&1M=#*HN!L8NSA_F]8'2U5.CP*5C MPZ98;$FL2ZLP(7V\UEH$Z5-L=B26 -EOT+9-X(*1)K@/(4)/H"*YP]1'$N M.Y=RH]2E"/NGD[@/FU,XMI2P0690D1D8R3S@!"L8"XH[61B#+V5Q$ OK+**> MWX)A*6,#1E3!B(PP[C!/UF]8$(5?K]3 X1QT@W&*'0IF.@4S#"*6F L96R M&59@AD8P]US9R*-4:@\0;]@-B,/ $ M3#@(O3872SF;7(Z.&1I=Y.2+7&.NOGXX5 ,.FF$4YRZ^]\GE45FUSJ59'-0C: M$\I6RB:IHR&&9D?\R"2B)1'U#:W6&H[33C0VG> ^T5*NC\7U_T&_#L92T">=H MI;'92]\F"=LJVP(VZ%7OV9U%1 ,+S>XWQDNLT*3@$3V#5V_0L>1^2[7F MIC5H.QM;.9MXC@X8FBWP8?10EJ^N)-,9F^/]B>&IZ9X$+4IL:V434!"5PS-_MMOBP)~PZ.5YFYU9EJTZXU*M_OT4^+VPS<>J-W9K9X_ZI(@.\17)!:\XJ>2] MZX%Z6?OP^'HHI2+8ICB,73$J6%9=KC%+,]0/J_I(Q^5K0)Y$S$?CD7U!+ P04 M " !!CA-940[1C-0"]"0 &0 'AL+W=O?]7T+L#-N M&;S41IN84*9"W!MC&'4=SR@"#C-M*"C^EC S@T3ZG@H2)W2IP%NMI_9+VSP M&,R4*A@(?I@Z;8=$$-.4XU#3M2K(@TLY'--&RH%HWB6&IV9;PE MCC+$Z- W^#$9CH1,,,O6!X2EY(IQCH;JN!|%&G?NK!#57XL*=HCZ MF]TK@89QEL4 8,6-[:#MY^KK!'J1=:?UUB'QEJ M2-3O;5+7E/7ME*9HSE1&9]!UL"H4R'4XX<ZY7>!S;]0&+U<6K62BU8 MMG4[*WG>N$:-4F5C_YO:>?!S5)PLW)9[^Q)@3756X+$DX],%,0Y)YTJW@F@SWVKM?!/-MW;@,S&PO=V]R M:W-H965T^!+A 381"3F M V,1!)EFCQ8H@CR!DU0+&?FE$50R"Y;F#QA"(8;%!'3MJR.&4$<&VY?C[TR MMT]307",AG@:11!G>$"%T/C*;Q';C#BZ50 Z,;3^ "39&X3VZ9[)D%2X@C M%'-,8\#0?&_,FU=^3IEK@Y\8K?E.&ZA(9I0^],XD'!B66A B*|"* $,UA21O=77]&>3QM MQ1=0PO4O6&>V[4L#!"D7-,K!<@41CK,OW.0Z[D3SG S@'VL8!6#F@]!S@' M $X.<(X%M'. #MW,8M?"><5! M_H&C!E+=E40ZNOT5(O'*M],A5,SF*)$^YP M_/U^,IW\F'R[F8+WX8R!E7]P+F'!,2$7\C1^ZD'SL\NP!G ,,C&A,@4|[XI MI' %@@:YKU'FRS[@]P6N;2R6'/AQB,(2_+@:WZG FS+N(GA[&_S(KB3\DI(& ML'OO@&W93MEZ_@_NO0:/&Z!Y&.Z_ H?Q(>][8K2*G=#2?*T#?*.4RQ'.P3!X M3#"'^AS__BK'P$2@BA\I2WA&Z913[CONBB:0^-4%UDGG=ES>895G[%YA?D\<]X7N%\+U*.MX6]D1<\A01S(@Q%(P9_.19G2O9?QM)[',S[&R*MX M,RIDP;R;2_EH0DP9R/DY16+,40Z*9YC[#U!+ P04 " !!CA-9TY/SFD # M (% #0 'AL+W-T>6QE57@MV MNV!,!ZM;_4|[$2VREA Y"IG?\Y%UV30_K0A@/LT)NZR$B+F#T:!62$*%6A3B"9A%R+5+P=W70]JM-)N2R4S>TRN-_3>O@> ML.F!02Y$8!'7& \+*G63.EKT[&#;? 1%-3MNW5!.X577=[EV1+L#>39%JH ME*DF39=L0N.A8!G847R^@+LNRA! K8O<-%).YX6DUL.&43>,[(P)<0L/\/=L M1WN5M7;.[IMLFL90W70RK@/Z;36GW9:-GJ4;E/RAT)^69CK2]N&Y8#>*97QE M^ZNL,8"I=W%U6I9B_5'PNF-) ^U M(S\5+>_82F_*:97AGGM'Z/G?KO.<2;.H:)LVM?^:5_G9Cj/^2UFVWRK[AKT> MZ[?R:S=Y>0PFXV,P>10U.3@&D\D1F.R_V+?F09-A?L+"/O(M;W\",9Q ME!\#.N#.< XCH7E^9_F.T#GXS#.Y\"+#%#. .4XE@^9V ^6Q\]\D.S.6?:9)$ M41QC*SJ9>!U.L'6+8_CQJV">@('E@4Q_M];X;N.52!$.@%OTU&L?(MZL3P\>\/H1$49+X$<#\#J((0^!QI', 7C D"BR[\&]]U&X>4^%V__]C7\# M4$L#!!0 ($&.$UF7BKLF#ZW-Q=G=S'IG%%NVF6*@@+V3IPX!.=8L M%X_2;._O@+7C>@Z9_IRZB>,L.6/@SB?CN#52RV_/=;U-_)G653-U-BW[>%N M-&JR/2_3YM?ZP"MU9%?+,FW5KGP:-0?)T[S9<]Z6Q<@:CV[92H]X\OGR/AY$]=1UH\YBI)U&'X?S\A3$M._E?PECO=B+C\SH[EKQ]3W&4O.@_IV8O#HU!]K3D4V-6W/9G8_Z S<_G5NK MH+1(R3NA#D@W[_$040(_#CQW3A,V)-?4H_Z,D7C%6)K@8 :%T-D-R$J09I MY#V_P@9)V]S9KX"#!:.$T M+Y(T7FF0'P#(#[B0\6:IIM%#'SEWZ;L+=T;]A-#9+-CXB:M!?@0@/R)#LF47 M.A*Q,(@2UU\2ZL^)SQ(24X_I*>@=3 /D)%S*,@I!%R4//YC$:#\#,,92]Q[AH MRR"8?W4]KT=S_83Z2_?>8X3&\3"#FZ!CD"4S9_=)3SAGD:NEB;ME"C9.HDU_MW^B8D&E.9-5T">:W5> IRO@GPG[?N,F#S@8)OD0VS(*Z$=E2:\/(6HW 3<1^M"!VD%A/9+5^9NUQUV9!N6427K#/*.O"5]&DTO%L@MYCXY7CN8D$U,]$432#LVMG; ?*YKQX:T8U!5._I%MR'MV-CE"X@YN.C@4AFR>2[9\1?BMIVKVUBW7ZIB0>6QD\US&C(]EF F(,ID0VYQT9V#SC=&6)^M]K&1W0-C#A(29"$;V4(PYB A01:RD2T$0^H)R8$LY"!;"%R=&HQ-[*0<\U% MM,'8=" +.<@6@C'UL>E%G*0+72QL'C+[SHF^,CF&O7/FRUU3,A"#K*%P&@. M;R'(0@ZRA=XKU/XFU3$A"SG(%@(QA]&$+.0@6PBL)X>8D(4<9 L-ZDD50M5E M?BPX"78D/,I.?^P)66B";*'W,.L=N3]V0L>$+#!1'MA" N1#5 !.RT 390O_" M_*>Z(#=SWJ8#3,A"D]Y"H_,(3G?B8KGOO]+1K5G:9&%DG2;T[,K9](M-N^. M13%3;4'EU6E^?L'D_'+,E[\ 4$L#!!0 (&&.$UE\?ND;U $,8? : M >&PO7W)E,',O=V]R:V)O.VLN>&UL+G)E;'\-V3M.PT 4A>&M1%X D_N8 M\%"14.+V(5)@^1Q)9G$.GNB4(1CD5!@^94UMCRI5]8GZSQ_"7MVK+M#GFSMI?/DN-\=\[+9E-(_A)"7F[1O\TW7I\/YRJH;\FTY+X=UZ-OE>[M.0:?361A^_MSF@>Y$IG3EY/?>K+Q&ZUVB[34[?\V*=#^65P^.R&I[O)]323UW98H)HPG%W M/9W#Y2 WY\G-Y/EMT0S/;]*VD*05H_R"#(Z@BV?M =!-W5#[]'H/OZ03)%&:<$22.L";06Y%H(O!8$6PC$%B1,",P61%L(MU!9D6PC<%H1,".06I%L([!,$6PCT5M1,"?16U%L)]-,1QS:!WHIZ*X'>BGHK M@=Z*>BN!WHIZ*X'>BGHK@=Z*>BN!WHIZ*X'>AGH;@=Z&>AN!WH9ZGX'>-MHL M(=#;4&\CT-M0;R/0VU!O(]#;4&\CT-M0;R/0VU!O(]#;46\GT-M1;R?0VU%O M)]#;46\GT-M'F]T$>COJ[01Z.^KM!'H[ZNT$>COJ[01Z.^KM!'U'#L2Z!U1 M[TB@=T2[(X'>$?6._ZEW+J==RM>>[S4^_S^I+N=[T_7QE^7WR=&K7!E M&ULS=G);L(P%707T'95L1X"!T$;-IN6Q;] 3=Y0$026[:A\/=UPB"U MHJB(2KV;1(GM=U\LZ6PR>MM;\KU-735^G"Q'L_^,^7Q!M?;IL=3$D9EQM0[Q MTB)9GI5A=[S)K[V16G&B;/*)[W'W<0V M;YQH;ZLRUR&.LW53?$O[Q/2N+*;XQ>E]3=Q0L),)K0C/P'LU[VNR;FRH-Y4 MN_"BZSB+;2KFP[8BGYXO<;)',YN5.14F7]5Q2>]M(UWX!5&H[W17].9Q$+E0GO_8$V(L??7W47O:!16_MS([;^V'&UL4$L! A0#% @ 08X36?/B(3;* M!0 Q!X !@ ("!#P@ 'AL+W=O&PO=V]R:W-H965T&UL4$L! A0#% @ 08X3698*CP/0!0 EAH !@ M ("! Q@ 'AL+W=O !X;"]W;W)K&KPO=V]R:W-H965T&UL4$L! A0# M% @ 08X36:#.]AH=!P EA\ !@ ("!TRH 'AL+W=O M&PO=V]R:W-H965T&UL4$L! A0#% @ 08X363]A'ACZ M P 3@H !D ("!9$8'AL+W=O# &0 M@(&52@ >&PO=V]R:W-H965T&UL4$L! A0#% @ 08X36=6ZIA3&! @0L !D M ("!85P 'AL+W=O80 >&PO=V]R M:W-H965T&UL M4$L! A0#% @ 08X3624WPM>E @ I 4 !D ("! &L M 'AL+W=O&PO=V]R:W-H965T&UL4$L! A0#% @ M08X365)XVG=$ @ B@8 !D ("!%'T 'AL+W=O"@ &0 @(%H MCP >&PO=V]R:W-H965T&UL4$L! A0#% @ 08X36>8K&YN_P F@D !D M ("]FY@ 'AL+W=O&PO=V]R:W-H M965T&UL4$L! M A0#% @ 08X36?_;MDS@!0 PPX !D ("!?;_'AL M+W=O&PO=V]R:W-H965T&UL4$L! A0#% @ 08X3 M61+T,DL\!0 ,QT !D ("!M;\'AL+W=O&PO=V]R:W-H965T&UL4$L! A0#% @ 08X367\Q7&D\ @ $@4 M !D ("!$+\'AL+W=O&PO=V]R:W-H965T&UL4$L! A0#% @ 08X366Q^GRY+ P P@P !D M ("!^\< 'AL+W=O&PO=V]R:W-H965T M&UL4$L! A0# M% @ 08X365G_SV; @)@< !D ("!_=('AL+W=O M&PO=V]R:W-H965T M !X;"]W;W)K&UL4$L! A0#% @ 08X36?Z< MR5;3 @ :0@ !D ("!"^8 'AL+W=O&PO=V]R:W-H965T&UL4$L! A0#% @ 08X3671#D@/_ @ ?0H !D M ("!P_'AL+W=O&PO M=V]R:W-H965T&UL4$L! A0#% @ 08X36<1>@OP_P -@L !D ("! MX/D 'AL+W=O&PO=V]R:W-H965T&UL4$L! A0#% M @ 08X365$.T8S4 @ /0D !D ("!7@4! 'AL+W=O&UL4$L! A0#% @ 08X369>*NQS $P(L M (!.P\! %]R96QS+RYR96QS4$L! A0#% @ 08X36:B#K7!E&UL4$L% 3!@] #T HA ,<8 0 $! end XML 71 Show.js IDEA: XBRL DOCUMENT // Edgar(tm) Renderer was created by staff of the U.S. Securities and Exchange Commission. Data and content created by government employees within the scope of their employment are not subject to domestic copyright protection. 17 U.S.C. 105. var Show={};Show.LastAR=null,Show.showAR=function(a,r,w){if(Show.LastAR)Show.hideAR();var e=a;while(e&&e.nodeName!='TABLE')e=e.nextSibling;if(!e||e.nodeName!='TABLE'){var ref=((window)?w.document:document).getElementById(r);if(ref){e=ref.cloneNode(!0);e.removeAttribute('id');a.parentNode.appendChild(e)}} if(e)e.style.display='block';Show.LastAR=e};Show.hideAR=function(){Show.LastAR.style.display='none'};Show.toggleNext=function(a){var e=a;while(e.nodeName!='DIV')e=e.nextSibling;if(!e.style){}else if(!e.style.display){}else{var d,p ;if(e.style.display=='none'){d='block';p='-'}else{d='none';p='+'} e.style.display=d;if(a.textContent)a.textContent=p+a.textContent.substring(1)}else{a.innerText=p+a.innerText.substring(1)}}} XML 72 report.css IDEA: XBRL DOCUMENT /* Updated 2009-11-04 */ /* v2.2.0.24 */ /* DefRef Styles */ .report table.authRefData{ background-color: #def; border: 2px solid #2F4497; font-size: 1em; position: absolute; } .report table.authRefData a{ display: block; font-weight: bold; } .report table.authRefData p{ margin-top: 0px; } .report table.authRefData .hide{ background-color: #2F4497; padding: 1px 3px 0px 0px; text-align: right; } .report table.authRefData .hide a:hover{ background-color: #2F4497; } .report table.authRefData .body{ height: 150px; overflow: auto; width: 400px; } .report table.authRefData table{ font-size: 1em; } /* Report Styles */ .pl a, .pl a:visited{ color: black; text-decoration: none; } /* table */ .report{ background-color: white; border: 2px solid #acf; clear: both; color: black; font: normal 8pt Helvetica, Arial, san-serif; margin-bottom: 2em; } .report hr{ border: 1px solid #acf; } /* Top labels */ .report th{ background-color: #acf; color: black; font-weight: bold; text-align: center; } .report th.void{ background-color: transparent; color: #000000; font: bold 10pt Helvetica, Arial, san-serif; text-align: left; } .report .pl{ text-align: left; vertical-align: top; white-space: normal; width: 200px; white-space: normal; /* word-wrap: break-word; */ } .report td.pl a.a{ cursor: pointer; display: block; width: 200px; overflow: hidden; } .report td.pl div.a{ width: 200px; } .report td.pl a:hover{ background-color: #ffc; } /* Header rows... */ .report tr.rh{ background-color: #acf; color: black; font-weight: bold; } /* Calendars... */ .report .rc{ background-color: #f0f0f0; } /* Even rows... */ .report .re, .report .reu{ background-color: #def; } .report .reu td{ border-bottom: 1px solid black; } /* Odd rows... */ .report .ro, .report .rou{ background-color: white; } .report .rou td{ border-bottom: 1px solid black; } .report .rou table td, .report .reu table td{ border-bottom: 0px solid black; } /* styles for footnote marker */ .report .fn{ white-space: nowrap; } /* styles for numeric types */ .report .num, .report .nump{ text-align: right; white-space: nowrap; } .report .nump{ padding-left: 2em; } .report .nump{ padding: 0px 0.4em 0px 2em; } /* styles for text types */ .report .text{ text-align: left; white-space: normal; } .report .text .big{ margin-bottom: 1em; width: 17em; } .report .text .more{ display: none; } .report .text .note{ font-style: italic; font-weight: bold; } .report .text .small{ width: 10em; } .report sup{ font-style: italic; } .report .outerFootnotes{ font-size: 1em; } XML 74 FilingSummary.xml IDEA: XBRL DOCUMENT 3.24.2.u1 html1732451false560false8 falsefalseR1.htm0000001 - Document - CoverSheethttp://www.homedepot.com/role/CoverCoverCover1 falsefalseR2.htm9952151 - Statement - CONSOLIDATED BALANCE SHEETSSheethttp://www.homedepot.com/role/CONSOLIDATEDBALANCESHEETSCONSOLIDATED BALANCE SHEETSStatements2 falsefalseR3.htm9952152 - Statement - CONSOLIDATED BALANCE SHEETS (Parenthetical)Sheethttp://www.homedepot.com/role/CONSOLIDATEDBALANCESHEETSParentheticalCONSOLIDATED BALANCE SHEETS (Parenthetical)Statements3 falsefalseR4.htm9952153 - Statement - CONSOLIDATED STATEMENTS OF EARNINGSSheethttp://www.homedepot.com/role/CONSOLIDATEDSTATEMENTSOFEARNINGSCONSOLIDATED STATEMENTS OF EARNINGSStatements4 falsefalseR5.htm9952154 - Statement - CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOMESheethttp://www.homedepot.com/role/CONSOLIDATEDSTATEMENTSOFCOMPREHENSIVEINCOMECONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOMEStatements5 falsefalseR6.htm9952155 - Statement - CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITYSheethttp://www.homedepot.com/role/CONSOLIDATEDSTATEMENTSOFSTOCKHOLDERSEQUITYCONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITYStatements6 falsefalseR7.htm9952156 - 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Disclosure - STOCKHOLDERS' EQUITYSheethttp://www.homedepot.com/role/STOCKHOLDERSEQUITYSTOCKHOLDERS' EQUITYNotes13 falsefalseR14.htm9952163 - Disclosure - FAIR VALUE MEASUREMENTSSheethttp://www.homedepot.com/role/FAIRVALUEMEASUREMENTSFAIR VALUE MEASUREMENTSNotes14 falsefalseR15.htm9952164 - Disclosure - WEIGHTED AVERAGE COMMON SHARESSheethttp://www.homedepot.com/role/WEIGHTEDAVERAGECOMMONSHARESWEIGHTED AVERAGE COMMON SHARESNotes15 falsefalseR16.htm9952165 - Disclosure - CONTINGENCIESSheethttp://www.homedepot.com/role/CONTINGENCIESCONTINGENCIESNotes16 falsefalseR17.htm9952166 - Disclosure - ACQUISITIONSSheethttp://www.homedepot.com/role/ACQUISITIONSACQUISITIONSNotes17 falsefalseR18.htm995410 - Disclosure - Pay vs Performance DisclosureSheethttp://xbrl.sec.gov/ecd/role/PvpDisclosurePay vs Performance DisclosureNotes18 falsefalseR19.htm995445 - Disclosure - Insider Trading ArrangementsSheethttp://xbrl.sec.gov/ecd/role/InsiderTradingArrangementsInsider Trading ArrangementsNotes19 falsefalseR20.htm9954471 - Disclosure - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Policies)Sheethttp://www.homedepot.com/role/SUMMARYOFSIGNIFICANTACCOUNTINGPOLICIESPoliciesSUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Policies)Policies20 falsefalseR21.htm9954472 - Disclosure - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Tables)Sheethttp://www.homedepot.com/role/SUMMARYOFSIGNIFICANTACCOUNTINGPOLICIESTablesSUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Tables)Tablehttp://www.homedepot.com/role/SUMMARYOFSIGNIFICANTACCOUNTINGPOLICIESTables22 falsefalseR22.htm9954473 - Disclosure - SEGMENT REPORTING AND NET SALES (Tables)Sheethttp://www.homedepot.com/role/SEGMENTREPORTINGANDNETSALESTablesSEGMENT REPORTING AND NET SALES (Tables)Tablehttp://www.homedepot.com/role/SEGMENTREPORTINGANDNETSALESTables22 falsefalseR23.htm9954474 - Disclosure - PROPERTY AND LEASES (Tables)Sheethttp://www.homedepot.com/role/PROPERTYANDLEASESTablesPROPERTY AND LEASES (Tables)Tablehttp://www.homedepot.com/role/PROPERTYANDLEASES23 falsefalseR24.htm9954475 - 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GOODWILL AND INTANGIBLE ASSETS - Schedule of Goodwill (Details)Sheethttp://www.homedepot.com/role/GOODWILLANDINTANGIBLEASSETSScheduleofGoodwillDetailsGOODWILL AND INTANGIBLE ASSETS - Schedule of Goodwill (Details)Details37 falsefalseR38.htm9954489 - Disclosure - GOODWILL AND INTANGIBLE ASSETS - Schedule of Intangible Assets (Details)Sheethttp://www.homedepot.com/role/GOODWILLANDINTANGIBLEASSETSScheduleofIntangibleAssetsDetailsGOODWILL AND INTANGIBLE ASSETS - Schedule of Intangible Assets (Details)Details38 falsefalseR39.htm9954490 - Disclosure - GOODWILL AND INTANGIBLE ASSETS - Narrative (Details)Sheethttp://www.homedepot.com/role/GOODWILLANDINTANGIBLEASSETSNarrativeDetailsGOODWILL AND INTANGIBLE ASSETS - Narrative (Details)Details39 falsefalseR40.htm9954491 - Disclosure - GOODWILL AND INTANGIBLE ASSETS - Schedule of Estimated Future Amortization Expense (Details)Sheethttp://www.homedepot.com/role/GOODWILLANDINTANGIBLEASSETSScheduleofEstimatedFutureAmortizationExpenseDetailsGOODWILL AND INTANGIBLE ASSETS - 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Used to reflect the current portion of the liabilities (due within one year or within the normal operating cycle if longer)." } } }, "auth_ref": ["r75", "r779"] }, "us-gaap_AccountsReceivableNetCurrent": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "AccountsReceivableNetCurrent", "crdr": "debit", "calculation": { "http://www.homedepot.com/role/CONSOLIDATEDBALANCESHEETS": { "parentTag": "us-gaap_AssetsCurrent", "weight": 1.0, "order": 2.0 } }, "presentation": ["http://www.homedepot.com/role/CONSOLIDATEDBALANCESHEETS", "http://www.homedepot.com/role/SUMMARYOFSIGNIFICANTACCOUNTINGPOLICIESComponentsofReceivablesDetails"], "lang": { "en-us": { "role": { "terseLabel": "Receivables, net", "verboseLabel": "Receivables, net", "label": "Accounts Receivable, after Allowance for Credit Loss, Current", "documentation": "Amount, after allowance for credit loss, of right to consideration from customer for product sold and service rendered in normal course of business, classified as current." } } }, "auth_ref": ["r927"] }, "us-gaap_AccruedIncomeTaxesCurrent": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "AccruedIncomeTaxesCurrent", "crdr": "credit", "calculation": { "http://www.homedepot.com/role/CONSOLIDATEDBALANCESHEETS": { "parentTag": "us-gaap_LiabilitiesCurrent", "weight": 1.0, "order": 3.0 } }, "presentation": ["http://www.homedepot.com/role/CONSOLIDATEDBALANCESHEETS"], "lang": { "en-us": { "role": { "terseLabel": "Income taxes payable", "label": "Accrued Income Taxes, Current", "documentation": "Carrying amount as of the balance sheet date of the unpaid sum of the known and estimated amounts payable to satisfy all currently due domestic and foreign income tax obligations." } } }, "auth_ref": ["r78", "r128"] }, "us-gaap_AccumulatedDepreciationDepletionAndAmortizationPropertyPlantAndEquipment": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "AccumulatedDepreciationDepletionAndAmortizationPropertyPlantAndEquipment", "crdr": "credit", "presentation": ["http://www.homedepot.com/role/PROPERTYANDLEASESNarrativeDetails"], "lang": { "en-us": { "role": { "terseLabel": "Accumulated depreciation and amortization", "label": "Accumulated Depreciation, Depletion and Amortization, Property, Plant, and Equipment", "documentation": "Amount of accumulated depreciation, depletion and amortization for physical assets used in the normal conduct of business to produce goods and services." } } }, "auth_ref": ["r38", "r186", "r600"] }, "us-gaap_AccumulatedOtherComprehensiveIncomeLossNetOfTax": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "AccumulatedOtherComprehensiveIncomeLossNetOfTax", "crdr": "credit", "calculation": { "http://www.homedepot.com/role/CONSOLIDATEDBALANCESHEETS": { "parentTag": "us-gaap_StockholdersEquity", "weight": 1.0, "order": 4.0 } }, "presentation": ["http://www.homedepot.com/role/CONSOLIDATEDBALANCESHEETS"], "lang": { "en-us": { "role": { "terseLabel": "Accumulated other comprehensive loss", "label": "Accumulated Other Comprehensive Income (Loss), Net of Tax", "documentation": "Amount, after tax, of accumulated increase (decrease) in equity from transaction and other event and circumstance from nonowner source." } } }, "auth_ref": ["r17", "r18", "r95", "r191", "r597", "r634", "r638"] }, "us-gaap_AccumulatedOtherComprehensiveIncomeMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "AccumulatedOtherComprehensiveIncomeMember", "presentation": ["http://www.homedepot.com/role/CONSOLIDATEDSTATEMENTSOFSTOCKHOLDERSEQUITY"], "lang": { "en-us": { "role": { "terseLabel": "Accumulated Other Comprehensive Income (Loss)", "label": "AOCI Attributable to Parent [Member]", "documentation": "Accumulated increase (decrease) in equity from transactions and other events and circumstances from non-owner sources, attributable to the parent. 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As a noncash expense, this element is added back to net income when calculating cash provided by or used in operations using the indirect method." } } }, "auth_ref": [ "r7", "r313", "r320", "r753" ] }, "us-gaap_AntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareAmount": { "xbrltype": "sharesItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "AntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareAmount", "presentation": [ "http://www.homedepot.com/role/WEIGHTEDAVERAGECOMMONSHARESDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Anti-dilutive securities excluded from diluted weighted average common shares (in shares)", "label": "Antidilutive Securities Excluded from Computation of Earnings Per Share, Amount", "documentation": "Securities (including those issuable pursuant to contingent stock agreements) that could potentially dilute basic earnings per share (EPS) or earnings per unit (EPU) in the future that were not included in the computation 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Cash includes, but is not limited to, currency on hand, demand deposits with banks or financial institutions, and other accounts with general characteristics of demand deposits. Cash equivalents include, but are not limited to, short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates." } } }, "auth_ref": [ "r22", "r106", "r215" ] }, "us-gaap_CashCashEquivalentsRestrictedCashAndRestrictedCashEquivalentsPeriodIncreaseDecreaseExcludingExchangeRateEffect": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "CashCashEquivalentsRestrictedCashAndRestrictedCashEquivalentsPeriodIncreaseDecreaseExcludingExchangeRateEffect", "crdr": "debit", "calculation": { "http://www.homedepot.com/role/CONSOLIDATEDSTATEMENTSOFCASHFLOWS": { "parentTag": null, "weight": null, "order": null, "root": true } }, "presentation": [ "http://www.homedepot.com/role/CONSOLIDATEDSTATEMENTSOFCASHFLOWS" ], "lang": { "en-us": { "role": { "totalLabel": "Change in cash and cash equivalents", "label": "Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents, Period Increase (Decrease), Excluding Exchange Rate Effect", "documentation": "Amount of increase (decrease) in cash and cash equivalents, and cash and cash equivalents restricted to withdrawal or usage; excluding effect from exchange rate change. Cash includes, but is not limited to, currency on hand, demand deposits with banks or financial institutions, and other accounts with general characteristics of demand deposits. Cash equivalents include, but are not limited to, short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates." } } }, "auth_ref": [ "r2", "r106" ] }, "ecd_ChangedPeerGroupFnTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "ChangedPeerGroupFnTextBlock", "presentation": [ "http://xbrl.sec.gov/ecd/role/PvpDisclosure" ], "lang": { "en-us": { "role": { "terseLabel": "Changed Peer Group, Footnote", "label": "Changed Peer Group, Footnote [Text Block]" } } }, "auth_ref": [ "r854" ] }, "ecd_ChngInFrValAsOfVstngDtOfPrrYrEqtyAwrdsVstdInCvrdYrMember": { "xbrltype": "domainItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "ChngInFrValAsOfVstngDtOfPrrYrEqtyAwrdsVstdInCvrdYrMember", "presentation": [ "http://xbrl.sec.gov/ecd/role/PvpDisclosure" ], "lang": { "en-us": { "role": { "terseLabel": "Change in Fair Value as of Vesting Date of Prior Year Equity Awards Vested in Covered Year", "label": "Change in Fair Value as of Vesting Date of Prior Year Equity Awards Vested in Covered Year [Member]" } } }, "auth_ref": [ "r851" ] }, "ecd_ChngInFrValOfOutsdngAndUnvstdEqtyAwrdsGrntdInPrrYrsMember": { "xbrltype": "domainItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "ChngInFrValOfOutsdngAndUnvstdEqtyAwrdsGrntdInPrrYrsMember", "presentation": [ "http://xbrl.sec.gov/ecd/role/PvpDisclosure" ], "lang": { "en-us": { "role": { "terseLabel": "Year-over-Year Change in Fair Value of Equity Awards Granted in Prior Years That are Outstanding and Unvested", "label": "Year-over-Year Change in Fair Value of Equity Awards Granted in Prior Years That are Outstanding and Unvested [Member]" } } }, "auth_ref": [ "r849" ] }, "dei_CityAreaCode": { "xbrltype": "normalizedStringItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "CityAreaCode", "presentation": [ "http://www.homedepot.com/role/Cover" ], "lang": { "en-us": { "role": { "terseLabel": "City Area Code", "label": "City Area Code", "documentation": "Area code of city" } } }, "auth_ref": [] }, "us-gaap_ClassOfTreasuryStockTable": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ClassOfTreasuryStockTable", "presentation": [ "http://www.homedepot.com/role/STOCKHOLDERSEQUITYNarrativeDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Class of Treasury Stock [Table]", "label": "Class of Treasury Stock [Table]", "documentation": "Disclosure of information about treasury stock, including, but not limited to, average cost per share, description of share repurchase program, shares repurchased, shares held for each class of treasury stock." } } }, "auth_ref": [ "r42", "r43", "r44", "r45" ] }, "ecd_CoSelectedMeasureAmt": { "xbrltype": "decimalItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "CoSelectedMeasureAmt", "presentation": [ "http://xbrl.sec.gov/ecd/role/PvpDisclosure" ], "lang": { "en-us": { "role": { "terseLabel": "Company Selected Measure Amount", "label": "Company Selected Measure Amount" } } }, "auth_ref": [ "r855" ] }, "ecd_CoSelectedMeasureName": { "xbrltype": "normalizedStringItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "CoSelectedMeasureName", "presentation": [ "http://xbrl.sec.gov/ecd/role/PvpDisclosure" ], "lang": { "en-us": { "role": { "terseLabel": "Company Selected Measure Name", "label": "Company Selected Measure Name" } } }, "auth_ref": [ "r855" ] }, "us-gaap_CommercialPaper": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "CommercialPaper", "crdr": "credit", "presentation": [ "http://www.homedepot.com/role/DEBTANDDERIVATIVEINSTRUMENTSShorttermDebtDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Short-term debt", "label": "Commercial Paper", "documentation": "Carrying value as of the balance sheet date of short-term borrowings using unsecured obligations issued by banks, corporations and other borrowers to investors. 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Cash equivalents include, but are not limited to, short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates." } } }, "auth_ref": [ "r523" ] }, "us-gaap_EmployeeRelatedLiabilitiesCurrent": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "EmployeeRelatedLiabilitiesCurrent", "crdr": "credit", "calculation": { "http://www.homedepot.com/role/CONSOLIDATEDBALANCESHEETS": { "parentTag": "us-gaap_LiabilitiesCurrent", "weight": 1.0, "order": 8.0 } }, "presentation": [ "http://www.homedepot.com/role/CONSOLIDATEDBALANCESHEETS" ], "lang": { "en-us": { "role": { "terseLabel": "Accrued salaries and related expenses", "label": "Employee-related Liabilities, Current", "documentation": "Total of the carrying values as of the balance sheet date of obligations incurred through that date and payable for obligations related to services received from employees, such as accrued salaries and bonuses, payroll taxes and fringe benefits. Used to reflect the current portion of the liabilities (due within one year or within the normal operating cycle if longer)." } } }, "auth_ref": [ "r78" ] }, "us-gaap_EmployeeStockOptionMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "EmployeeStockOptionMember", "presentation": [ "http://xbrl.sec.gov/ecd/role/AwardTimingDisclosure" ], "lang": { "en-us": { "role": { "terseLabel": "Employee Stock Option", "label": "Share-Based Payment Arrangement, Option [Member]", "documentation": "Share-based payment arrangement granting right, subject to vesting and other restrictions, to purchase or sell certain number of shares at predetermined price for specified period of time." } } }, "auth_ref": [] }, "dei_EntityAddressAddressLine1": { "xbrltype": "normalizedStringItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityAddressAddressLine1", "presentation": [ "http://www.homedepot.com/role/Cover" ], "lang": { "en-us": { "role": { "terseLabel": "Entity Address, Address Line One", "label": "Entity Address, Address Line One", "documentation": "Address Line 1 such as Attn, Building Name, Street Name" } } }, "auth_ref": [] }, "dei_EntityAddressCityOrTown": { "xbrltype": "normalizedStringItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityAddressCityOrTown", "presentation": [ "http://www.homedepot.com/role/Cover" ], "lang": { "en-us": { "role": { "terseLabel": "Entity Address, City or Town", "label": "Entity Address, City or Town", "documentation": "Name of the City or Town" } } }, "auth_ref": [] }, "dei_EntityAddressPostalZipCode": { "xbrltype": "normalizedStringItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityAddressPostalZipCode", "presentation": [ "http://www.homedepot.com/role/Cover" ], "lang": { "en-us": { "role": { "terseLabel": "Entity Address, Postal Zip Code", "label": "Entity Address, Postal Zip Code", "documentation": "Code for the postal or zip code" } } }, "auth_ref": [] }, "dei_EntityAddressStateOrProvince": { "xbrltype": "stateOrProvinceItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityAddressStateOrProvince", "presentation": [ "http://www.homedepot.com/role/Cover" ], "lang": { "en-us": { "role": { "terseLabel": "Entity Address, State or Province", "label": "Entity Address, State or Province", "documentation": "Name of the state or province." } } }, "auth_ref": [] }, "dei_EntityCentralIndexKey": { "xbrltype": "centralIndexKeyItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityCentralIndexKey", "presentation": [ "http://www.homedepot.com/role/Cover" ], "lang": { "en-us": { "role": { "terseLabel": "Entity Central Index Key", "label": "Entity Central Index Key", "documentation": "A unique 10-digit SEC-issued value to identify entities that have filed disclosures with the SEC. It is commonly abbreviated as CIK." } } }, "auth_ref": [ "r808" ] }, "dei_EntityCommonStockSharesOutstanding": { "xbrltype": "sharesItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityCommonStockSharesOutstanding", "presentation": [ "http://www.homedepot.com/role/Cover" ], "lang": { "en-us": { "role": { "terseLabel": "Entity Common Stock, Shares Outstanding", "label": "Entity Common Stock, Shares Outstanding", "documentation": "Indicate number of shares or other units outstanding of each of registrant's classes of capital or common stock or other ownership interests, if and as stated on cover of related periodic report. Where multiple classes or units exist define each class/interest by adding class of stock items such as Common Class A [Member], Common Class B [Member] or Partnership Interest [Member] onto the Instrument [Domain] of the Entity Listings, Instrument." } } }, "auth_ref": [] }, "dei_EntityCurrentReportingStatus": { "xbrltype": "yesNoItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityCurrentReportingStatus", "presentation": [ "http://www.homedepot.com/role/Cover" ], "lang": { "en-us": { "role": { "terseLabel": "Entity Current Reporting Status", "label": "Entity Current Reporting Status", "documentation": "Indicate 'Yes' or 'No' whether registrants (1) have filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that registrants were required to file such reports), and (2) have been subject to such filing requirements for the past 90 days. This information should be based on the registrant's current or most recent filing containing the related disclosure." } } }, "auth_ref": [] }, "dei_EntityEmergingGrowthCompany": { "xbrltype": "booleanItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityEmergingGrowthCompany", "presentation": [ "http://www.homedepot.com/role/Cover" ], "lang": { "en-us": { "role": { "verboseLabel": "Entity Emerging Growth Company", "label": "Entity Emerging Growth Company", "documentation": "Indicate if registrant meets the emerging growth company criteria." } } }, "auth_ref": [ "r808" ] }, "dei_EntityFileNumber": { "xbrltype": "fileNumberItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityFileNumber", "presentation": [ "http://www.homedepot.com/role/Cover" ], "lang": { "en-us": { "role": { "terseLabel": "Entity File Number", "label": "Entity File Number", "documentation": "Commission file number. The field allows up to 17 characters. The prefix may contain 1-3 digits, the sequence number may contain 1-8 digits, the optional suffix may contain 1-4 characters, and the fields are separated with a hyphen." } } }, "auth_ref": [] }, "dei_EntityFilerCategory": { "xbrltype": "filerCategoryItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityFilerCategory", "presentation": [ "http://www.homedepot.com/role/Cover" ], "lang": { "en-us": { "role": { "terseLabel": "Entity Filer Category", "label": "Entity Filer Category", "documentation": "Indicate whether the registrant is one of the following: Large Accelerated Filer, Accelerated Filer, Non-accelerated Filer. Definitions of these categories are stated in Rule 12b-2 of the Exchange Act. This information should be based on the registrant's current or most recent filing containing the related disclosure." } } }, "auth_ref": [ "r808" ] }, "dei_EntityIncorporationStateCountryCode": { "xbrltype": "edgarStateCountryItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityIncorporationStateCountryCode", "presentation": [ "http://www.homedepot.com/role/Cover" ], "lang": { "en-us": { "role": { "terseLabel": "Entity Incorporation, State or Country Code", "label": "Entity Incorporation, State or Country Code", "documentation": "Two-character EDGAR code representing the state or country of incorporation." } } }, "auth_ref": [] }, "dei_EntityInteractiveDataCurrent": { "xbrltype": "yesNoItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityInteractiveDataCurrent", "presentation": [ "http://www.homedepot.com/role/Cover" ], "lang": { "en-us": { "role": { "terseLabel": "Entity Interactive Data Current", "label": "Entity Interactive Data Current", "documentation": "Boolean flag that is true when the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files)." } } }, "auth_ref": [ "r892" ] }, "dei_EntityRegistrantName": { "xbrltype": "normalizedStringItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname":
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These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table." } } }, "auth_ref": ["r504", "r505", "r513", "r773"] }, "us-gaap_FairValueAssetsAndLiabilitiesMeasuredOnRecurringAndNonrecurringBasisTable": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "FairValueAssetsAndLiabilitiesMeasuredOnRecurringAndNonrecurringBasisTable", "presentation": ["http://www.homedepot.com/role/FAIRVALUEMEASUREMENTSSummaryofAssetsandLiabilitiesMeasuredatFairValueonaNonrecurringBasisDetails", "http://www.homedepot.com/role/FAIRVALUEMEASUREMENTSSummaryofAssetsandLiabilitiesMeasuredatFairValueonaRecurringBasisDetails"], "lang": { "en-us": { "role": { "verboseLabel": "Fair Value, Assets and Liabilities Measured on a Recurring Basis [Table]", "terseLabel": "Fair Value, Assets and Liabilities Measured on a Nonrecurring Basis [Table]", "label": "Fair Value, Recurring and Nonrecurring [Table]", "documentation": "Disclosure of information about asset and liability measured at fair value on recurring and nonrecurring basis." } } }, "auth_ref": ["r504", "r505", "r513", "r773"] }, "us-gaap_FairValueByFairValueHierarchyLevelAxis": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "FairValueByFairValueHierarchyLevelAxis", "presentation": ["http://www.homedepot.com/role/FAIRVALUEMEASUREMENTSSummaryofAssetsandLiabilitiesMeasuredatFairValueonaNonrecurringBasisDetails", "http://www.homedepot.com/role/FAIRVALUEMEASUREMENTSSummaryofAssetsandLiabilitiesMeasuredatFairValueonaRecurringBasisDetails"], "lang": { "en-us": { "role": { "terseLabel": "Fair Value Hierarchy and NAV [Axis]", "label": "Fair Value Hierarchy and NAV [Axis]", "documentation": "Information by level within fair value hierarchy and fair value measured at net asset value per share as practical expedient." } } }, "auth_ref": ["r371", "r411", "r412", "r413", "r414", "r415", "r416", "r503", "r505", "r506", "r507", "r508", "r512", "r513", "r514", "r547", "r548", "r549", "r756", "r757", "r767", "r768", "r769", "r773", "r775"] }, "us-gaap_FairValueByMeasurementFrequencyAxis": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "FairValueByMeasurementFrequencyAxis", "presentation": ["http://www.homedepot.com/role/FAIRVALUEMEASUREMENTSSummaryofAssetsandLiabilitiesMeasuredatFairValueonaNonrecurringBasisDetails", "http://www.homedepot.com/role/FAIRVALUEMEASUREMENTSSummaryofAssetsandLiabilitiesMeasuredatFairValueonaRecurringBasisDetails"], "lang": { "en-us": { "role": { "terseLabel": "Measurement Frequency [Axis]", "label": "Measurement Frequency [Axis]", "documentation": "Information by measurement frequency." } } }, "auth_ref": ["r504", "r505", "r506", "r508", "r773", "r981", "r991"] }, "us-gaap_FairValueDisclosuresAbstract": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "FairValueDisclosuresAbstract", "lang": { "en-us": { "role": { "terseLabel": "Fair Value Disclosures [Abstract]", "label": "Fair Value Disclosures [Abstract]" } } }, "auth_ref": [] }, "us-gaap_FairValueDisclosuresTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "FairValueDisclosuresTextBlock", "presentation": ["http://www.homedepot.com/role/FAIRVALUEMEASUREMENTS"], "lang": { "en-us": { "role": { "terseLabel": "Fair Value Measurements", "label": "Fair Value Disclosures [Text Block]", "documentation": "The entire disclosure for the fair value of financial instruments (as defined), including financial assets and financial liabilities (collectively, as defined), and the measurements of those instruments as well as disclosures related to the fair value of non-financial assets and liabilities. Such disclosures about the financial instruments, assets, and liabilities would include: (1) the fair value of the required items together with their carrying amounts (as appropriate); (2) for items for which it is not practicable to estimate fair value, disclosure would include: (a) information pertinent to estimating fair value (including, carrying amount, effective interest rate, and maturity, and (b) the reasons why it is not practicable to estimate fair value; (3) significant concentrations of credit risk including: (a) information about the activity, region, or economic characteristics identifying a concentration, (b) the maximum amount of loss the entity is exposed to based on the gross fair value of the related item, (c) policy for requiring collateral or other security and information as to accessing such collateral or security, and (d) the nature and brief description of such collateral or security; (4) quantitative information about market risks and how such risks are managed; (5) for items measured on both a recurring and nonrecurring basis information regarding the inputs used to develop the fair value measurement; and (6) for items presented in the financial statement for which fair value measurement is elected: (a) information necessary to understand the reasons for the election, (b) discussion of the effect of fair value changes on earnings, (c) a description of [similar groups] items for which the election is made and the relation thereof to the balance sheet, the aggregate carrying value of items included in the balance sheet that are not eligible for the election; (7) all other required (as defined) and desired information." } } }, "auth_ref": ["r509", "r510", "r511", "r512", "r514", "r515", "r516", "r517", "r518", "r586", "r773", "r776"] }, "us-gaap_FairValueHedgingMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "FairValueHedgingMember", "presentation": ["http://www.homedepot.com/role/DEBTANDDERIVATIVEINSTRUMENTSDerivativeInstrumentsandHedgingActivitiesDetails"], "lang": { "en-us": { "role": { "terseLabel": "Fair Value Hedging", "label": "Fair Value Hedging [Member]", "documentation": "A hedge of the exposure to changes in the fair value of a recognized asset or liability, or of an unrecognized firm commitment, that are attributable to a particular risk." } } }, "auth_ref": ["r60"] }, "us-gaap_FairValueInputsLevel1Member": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "FairValueInputsLevel1Member", "presentation": ["http://www.homedepot.com/role/FAIRVALUEMEASUREMENTSSummaryofAssetsandLiabilitiesMeasuredatFairValueonaNonrecurringBasisDetails"], "lang": { "en-us": { "role": { "verboseLabel": "Fair Value (Level 1)", "label": "Fair Value, Inputs, Level 1 [Member]", "documentation": "Quoted prices in active markets for identical assets or liabilities that the reporting entity can access at the measurement date." } } }, "auth_ref": ["r371", "r411", "r416", "r505", "r513", "r547", "r767", "r768", "r769", "r773"] }, "us-gaap_FairValueInputsLevel2Member": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "FairValueInputsLevel2Member", "presentation": ["http://www.homedepot.com/role/FAIRVALUEMEASUREMENTSSummaryofAssetsandLiabilitiesMeasuredatFairValueonaRecurringBasisDetails"], "lang": { "en-us": { "role": { "terseLabel": "Fair Value (Level \u00a02)", "label": "Fair Value, Inputs, Level 2 [Member]", "documentation": "Inputs other than quoted prices included within level 1 that are observable for an asset or liability, either directly or indirectly, including, but not limited to, quoted prices for similar assets or liabilities in active markets, or quoted prices for identical or similar assets or liabilities in inactive markets." } } }, "auth_ref": ["r371", "r411", "r416", "r505", "r506", "r513", "r548", "r756", "r757", "r767", "r768", "r769", "r773"] }, "us-gaap_FairValueLiabilitiesMeasuredOnRecurringAndNonrecurringBasisTableTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "FairValueLiabilitiesMeasuredOnRecurringAndNonrecurringBasisTableTextBlock", "presentation": ["http://www.homedepot.com/role/FAIRVALUEMEASUREMENTSTables"], "lang": { "en-us": { "role": { "terseLabel": "Summary of Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis", "label": "Fair Value, Liabilities Measured on Recurring and Nonrecurring Basis [Table Text Block]", "documentation": "Tabular disclosure of liabilities measured at fair value measured on a recurring or nonrecurring basis. 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Their value is derived from the values of one or more underlying assets, reference rates, or indices of asset values. Includes both pledged (to counterparties as collateral for financing transactions) and unpledged holdings." } } }, "auth_ref": [ "r123" ] }, "us-gaap_FiniteLivedIntangibleAssetsAccumulatedAmortization": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "FiniteLivedIntangibleAssetsAccumulatedAmortization", "crdr": "credit", "calculation": { "http://www.homedepot.com/role/GOODWILLANDINTANGIBLEASSETSScheduleofIntangibleAssetsDetails": { "parentTag": "us-gaap_IntangibleAssetsNetExcludingGoodwill", "weight": -1.0, "order": 2.0 } }, "presentation": [ "http://www.homedepot.com/role/GOODWILLANDINTANGIBLEASSETSScheduleofIntangibleAssetsDetails" ], "lang": { "en-us": { "role": { "negatedTerseLabel": "Accumulated Amortization", "label": "Finite-Lived Intangible Assets, Accumulated Amortization", "documentation": "Accumulated amount of amortization of assets, excluding financial assets and goodwill, lacking physical substance with a finite life." } } }, "auth_ref": [ "r188", "r301", "r319", "r753" ] }, "hd_FiniteLivedIntangibleAssetsAmortizationExpenseAfterYearFour": { "xbrltype": "monetaryItemType", "nsuri": "http://www.homedepot.com/20240728", "localname": "FiniteLivedIntangibleAssetsAmortizationExpenseAfterYearFour", "crdr": "debit", "calculation": { "http://www.homedepot.com/role/GOODWILLANDINTANGIBLEASSETSScheduleofEstimatedFutureAmortizationExpenseDetails": { "parentTag": "us-gaap_FiniteLivedIntangibleAssetsNet", "weight": 1.0, "order": 1.0 } }, "presentation": [ "http://www.homedepot.com/role/GOODWILLANDINTANGIBLEASSETSScheduleofEstimatedFutureAmortizationExpenseDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Thereafter", "label": "Finite Lived Intangible Assets Amortization Expense After Year Four", "documentation": "Finite Lived Intangible Assets Amortization Expense After Year Four" } } }, "auth_ref": [] }, "us-gaap_FiniteLivedIntangibleAssetsAmortizationExpenseNextTwelveMonths": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "FiniteLivedIntangibleAssetsAmortizationExpenseNextTwelveMonths", "crdr": "debit", "calculation": { "http://www.homedepot.com/role/GOODWILLANDINTANGIBLEASSETSScheduleofEstimatedFutureAmortizationExpenseDetails": { "parentTag": "us-gaap_FiniteLivedIntangibleAssetsNet", "weight": 1.0, "order": 5.0 } }, "presentation": [ "http://www.homedepot.com/role/GOODWILLANDINTANGIBLEASSETSScheduleofEstimatedFutureAmortizationExpenseDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Fiscal 2025", "label": "Finite-Lived Intangible Asset, Expected Amortization, Year One", "documentation": "Amount of amortization for assets, excluding financial assets and goodwill, lacking physical substance with finite life expected to be recognized in next fiscal year following current fiscal year. Excludes interim and annual periods when interim periods are reported from current statement of financial position date (rolling approach)." } } }, "auth_ref": [ "r321", "r735", "r753" ] }, "us-gaap_FiniteLivedIntangibleAssetsAmortizationExpenseRemainderOfFiscalYear": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "FiniteLivedIntangibleAssetsAmortizationExpenseRemainderOfFiscalYear", "crdr": "debit", "calculation": { "http://www.homedepot.com/role/GOODWILLANDINTANGIBLEASSETSScheduleofEstimatedFutureAmortizationExpenseDetails": { "parentTag": "us-gaap_FiniteLivedIntangibleAssetsNet", "weight": 1.0, "order": 6.0 } }, "presentation": [ "http://www.homedepot.com/role/GOODWILLANDINTANGIBLEASSETSScheduleofEstimatedFutureAmortizationExpenseDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Fiscal 2024 - remaining", "label": "Finite-Lived Intangible Asset, Expected Amortization, Remainder of Fiscal Year", "documentation": "Amount of amortization for assets, excluding financial assets and goodwill, lacking physical substance with finite life expected to be recognized in remainder of current fiscal year." } } }, "auth_ref": [ "r1037" ] }, "us-gaap_FiniteLivedIntangibleAssetsAmortizationExpenseYearFour": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "FiniteLivedIntangibleAssetsAmortizationExpenseYearFour", "crdr": "debit", "calculation": { "http://www.homedepot.com/role/GOODWILLANDINTANGIBLEASSETSScheduleofEstimatedFutureAmortizationExpenseDetails": { "parentTag": "us-gaap_FiniteLivedIntangibleAssetsNet", "weight": 1.0, "order": 4.0 } }, "presentation": [ "http://www.homedepot.com/role/GOODWILLANDINTANGIBLEASSETSScheduleofEstimatedFutureAmortizationExpenseDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Fiscal 2028", "label": "Finite-Lived Intangible Asset, Expected Amortization, Year Four", "documentation": "Amount of amortization for assets, excluding financial assets and goodwill, lacking physical substance with finite life expected to be recognized in fourth fiscal year following current fiscal year. 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Includes, but is not limited to, payment to settle zero-coupon bond for accreted interest of debt discount and debt instrument with insignificant coupon interest rate in relation to effective interest rate of borrowing attributable to accreted interest of debt discount." } } }, "auth_ref": [ "r211", "r213", "r214" ] }, "us-gaap_InterestRateSwapMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "InterestRateSwapMember", "presentation": [ "http://www.homedepot.com/role/DEBTANDDERIVATIVEINSTRUMENTSDerivativeInstrumentsandHedgingActivitiesDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Interest Rate Swap", "label": "Interest Rate Swap [Member]", "documentation": "Forward based contracts in which two parties agree to swap periodic payments that are fixed at the outset of the swap contract with variable payments based on a market interest rate (index rate) over a specified period." } } }, "auth_ref": [ "r737", "r802", "r803" ] }, "us-gaap_InventoryNet": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "InventoryNet", "crdr": "debit", "calculation": { "http://www.homedepot.com/role/CONSOLIDATEDBALANCESHEETS": { "parentTag": "us-gaap_AssetsCurrent", "weight": 1.0, "order": 3.0 } }, "presentation": [ "http://www.homedepot.com/role/CONSOLIDATEDBALANCESHEETS" ], "lang": { "en-us": { "role": { "terseLabel": "Merchandise inventories", "label": "Inventory, Net", "documentation": "Amount after valuation and LIFO reserves of inventory expected to be sold, or consumed within one year or operating cycle, if longer." } } }, "auth_ref": [ "r192", "r741", "r779" ] }, "us-gaap_InvestmentIncomeInterestAndDividend": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "InvestmentIncomeInterestAndDividend", "crdr": "credit", "calculation": { "http://www.homedepot.com/role/CONSOLIDATEDSTATEMENTSOFEARNINGS": { "parentTag": "us-gaap_NonoperatingIncomeExpense", "weight": 1.0, "order": 1.0 }, "http://www.homedepot.com/role/SEGMENTREPORTINGANDNETSALESSummaryofSegmentReconciliationofOtherItemsfromSegmentstoConsolidatedDetails": { "parentTag": "us-gaap_IncomeLossFromContinuingOperationsBeforeIncomeTaxesExtraordinaryItemsNoncontrollingInterest", "weight": 1.0, "order": 3.0 } }, "presentation": [ "http://www.homedepot.com/role/CONSOLIDATEDSTATEMENTSOFEARNINGS", "http://www.homedepot.com/role/SEGMENTREPORTINGANDNETSALESSummaryofSegmentReconciliationofOtherItemsfromSegmentstoConsolidatedDetails" ], "lang": { "en-us": { "role": { "negatedLabel": "Interest income and other, net", "negatedTerseLabel": "Interest income and other, net", "label": "Investment Income, Interest and Dividend", "documentation": "Amount before accretion (amortization) of purchase discount (premium) of interest income and dividend income on nonoperating securities." } } }, "auth_ref": [ "r101", "r102" ] }, "hd_June2024IssuanceMember": { "xbrltype": "domainItemType", "nsuri": "http://www.homedepot.com/20240728", "localname": "June2024IssuanceMember", "presentation": [ "http://www.homedepot.com/role/DEBTANDDERIVATIVEINSTRUMENTSLongtermDebtDetails" ], "lang": { "en-us": { "role": { "terseLabel": "June 2024 Issuance", "label": "June 2024 Issuance [Member]", "documentation": "June 2024 Issuance" } } }, "auth_ref": [] }, "us-gaap_LeasesAbstract": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "LeasesAbstract", "lang": { "en-us": { "role": { "terseLabel": "Leases [Abstract]", "label": "Leases [Abstract]" } } }, "auth_ref": [] }, "us-gaap_Liabilities": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "Liabilities", "crdr": "credit", "calculation": { "http://www.homedepot.com/role/CONSOLIDATEDBALANCESHEETS": { "parentTag": "us-gaap_LiabilitiesAndStockholdersEquity", "weight": 1.0, "order": 1.0 } }, "presentation": [ "http://www.homedepot.com/role/CONSOLIDATEDBALANCESHEETS" ], "lang": { "en-us": { "role": { "totalLabel": "Total liabilities", "label": "Liabilities", "documentation": "Amount of liability recognized for present obligation requiring transfer or otherwise providing economic benefit to others." } } }, "auth_ref": [ "r16", "r77", "r78", "r79", "r82", "r83", "r84", "r85", "r218", "r290", "r346", "r347", "r349", "r350", "r351", "r352", "r353", "r355", "r356", "r476", "r477", "r478", "r522", "r665",
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obligations drawn from a line of credit, which is a bank's commitment to make loans up to a specific amount. Examples of items that might be included in the application of
this element may consist of letters of credit, standby letters of credit, and revolving credit arrangements, under which borrowings can be made up to a maximum amount as of
any point in time conditional on satisfaction of specified terms before, as of and after the date of drawdowns on the line. Includes short-term obligations that would normally
be classified as current liabilities but for which (a) postbalance sheet date issuance of a long term obligation to refinance the short term obligation on a long term basis, or (b)
the enterprise has entered into a financing agreement that clearly permits the enterprise to refinance the short-term obligation on a long term basis and the following
conditions are met (1) the agreement does not expire within 1 year and is not cancelable by the lender except for violation of an objectively determinable provision, (2) no
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An operating segment may engage in business activities for which it has yet to earn revenues, for example, start-up operations may be operating segments before earning revenues." } } }, "auth_ref": [ "r750", "r922" ] }, "us-gaap_NumberOfReportableSegments": { "xbrltype": "integerItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "NumberOfReportableSegments", "presentation": [ "http://www.homedepot.com/role/SEGMENTREPORTINGANDNETSALESNarrativeDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Number of reportable segments", "label": "Number of Reportable Segments", "documentation": "Number of segments reported by the entity. 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of gain (loss) on foreign currency translation adjustments, foreign currency transactions designated and effective as economic hedges of a net investment in a foreign entity and intra-entity foreign currency transactions that are of a long-term-investment nature." } } }, "auth_ref": [ "r4", "r604" ] }, "us-gaap_OtherComprehensiveIncomeLossNetOfTax": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "OtherComprehensiveIncomeLossNetOfTax", "crdr": "credit", "calculation": { "http://www.homedepot.com/role/CONSOLIDATEDSTATEMENTSOFCOMPREHENSIVEINCOME": { "parentTag": "us-gaap_ComprehensiveIncomeNetOfTax", "weight": 1.0, "order": 2.0 } }, "presentation": [ "http://www.homedepot.com/role/CONSOLIDATEDSTATEMENTSOFCOMPREHENSIVEINCOME" ], "lang": { "en-us": { "role": { "totalLabel": "Total other comprehensive income (loss), net of tax", "label": "Other Comprehensive Income (Loss), Net of Tax", "documentation": "Amount after tax and reclassification 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the period from a specified product are to a specified benchmark, such as total net revenues, segment revenues or product line revenues. May also reflect the percentage contribution the product made to operating results. Risk is materially adverse effects of a loss of sales of a significant product or line of products, which could occur upon loss of rights to sell, distribute or license others; loss of patent or copyright protection; or technological obsolescence." } } }, "auth_ref": [ "r110" ] }, "us-gaap_ProductMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ProductMember", "presentation": [ "http://www.homedepot.com/role/SEGMENTREPORTINGANDNETSALESSummaryofNetSalesDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Products", "label": "Product [Member]", "documentation": "Article or substance produced by nature, labor or machinery." } } }, "auth_ref": [ "r760" ] }, "srt_ProductOrServiceAxis": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/srt/2024", "localname": "ProductOrServiceAxis", "presentation": [ "http://www.homedepot.com/role/SEGMENTREPORTINGANDNETSALESNarrativeDetails", "http://www.homedepot.com/role/SEGMENTREPORTINGANDNETSALESSummaryofNetSalesDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Product and Service [Axis]", "label": "Product and Service [Axis]", "documentation": "Information by product and service, or group of similar products and similar services." } } }, "auth_ref": [ "r149", "r150", "r151", "r152", "r153", "r154", "r174", "r279", "r550", "r620", "r621", "r622", "r623", "r624", "r625", "r626", "r738", "r760", "r788", "r789", "r790", "r793", "r794", "r901", "r961", "r962", "r969", "r1000", "r1001", "r1002", "r1003", "r1004", "r1005", "r1006", "r1007", "r1008", "r1009", "r1010", "r1011", "r1012", "r1013", "r1014", "r1015", "r1016", "r1017", "r1018", "r1019", "r1020", "r1021", "r1022", "r1023", "r1024", "r1025", "r1026", "r1027", "r1028" ] }, "srt_ProductsAndServicesDomain": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/srt/2024", "localname": "ProductsAndServicesDomain", "presentation": [ "http://www.homedepot.com/role/SEGMENTREPORTINGANDNETSALESNarrativeDetails", "http://www.homedepot.com/role/SEGMENTREPORTINGANDNETSALESSummaryofNetSalesDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Product and Service [Domain]", "label": "Product and Service [Domain]", "documentation": "Product or service, or a group of similar products or similar services." } } }, "auth_ref": [ "r149", "r150", "r151", "r152", "r153", "r154", "r174", "r279", "r550", "r620", "r621", "r622", "r623", "r624", "r625", "r626", "r738", "r760", "r788", "r789", "r790", "r793", "r794", "r901", "r961", "r962", "r969", "r1000", "r1001", "r1002", "r1003", "r1004", "r1005", "r1006", "r1007", "r1008", "r1009", "r1010", "r1011", "r1012", "r1013", "r1014", "r1015", "r1016", "r1017", "r1018", "r1019", "r1020", "r1021", "r1022", "r1023", "r1024", "r1025", "r1026", "r1027", "r1028" ] }, "hd_PropertyAndLeasesTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://www.homedepot.com/20240728", "localname": "PropertyAndLeasesTextBlock", "presentation": [ "http://www.homedepot.com/role/PROPERTYANDLEASES" ], "lang": { "en-us": { "role": { "terseLabel": "Property and Leases", "label": "Property And Leases [Text Block]", "documentation": "The entire disclosure for properties and leases." } } }, "auth_ref": [] }, "us-gaap_PropertyPlantAndEquipmentNet": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PropertyPlantAndEquipmentNet", "crdr": "debit", "calculation": { "http://www.homedepot.com/role/CONSOLIDATEDBALANCESHEETS": { "parentTag": "us-gaap_Assets", "weight": 1.0, "order": 2.0 } }, "presentation": [ "http://www.homedepot.com/role/CONSOLIDATEDBALANCESHEETS" ], "lang": { "en-us": { "role": { "terseLabel": "Net property and equipment", "label": "Property, Plant and Equipment, Net", "documentation": "Amount after accumulated depreciation, depletion and amortization of physical assets used in the normal conduct of business to produce goods and services and not intended for resale. Examples include, but are not limited to, land, buildings, machinery and equipment, office equipment, and furniture and fixtures." } } }, "auth_ref": [ "r9", "r540", "r592", "r601", "r779" ] }, "ecd_PvpTable": { "xbrltype": "stringItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "PvpTable", "presentation": [ "http://xbrl.sec.gov/ecd/role/PvpDisclosure" ], "lang": { "en-us": { "role": { "terseLabel": "Pay vs Performance Disclosure", "label": "Pay vs Performance Disclosure [Table]" } } }, "auth_ref": [ "r844" ] }, "ecd_PvpTableTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "PvpTableTextBlock", "presentation": [ "http://xbrl.sec.gov/ecd/role/PvpDisclosure" ], "lang": { "en-us": { "role": { "terseLabel": "Pay vs Performance Disclosure, Table", "label": "Pay vs Performance [Table Text Block]" } } }, "auth_ref": [ "r844" ] }, "hd_RebateReceivablesMember": { "xbrltype": "domainItemType", "nsuri": "http://www.homedepot.com/20240728", "localname": "RebateReceivablesMember", "presentation": [ "http://www.homedepot.com/role/SUMMARYOFSIGNIFICANTACCOUNTINGPOLICIESComponentsofReceivablesDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Rebate receivables", "label": "Rebate Receivables [Member]", "documentation": "Rebate Receivables" } } }, "auth_ref": [] }, "us-gaap_ReceivableTypeDomain": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ReceivableTypeDomain", "presentation": [ "http://www.homedepot.com/role/SUMMARYOFSIGNIFICANTACCOUNTINGPOLICIESComponentsofReceivablesDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Receivable [Domain]", "label": "Receivable [Domain]", "documentation": "Financing arrangement representing a contractual right to receive money either on demand or on fixed and determinable dates." } } }, "auth_ref": [ "r88", "r94" ] }, "us-gaap_ReceivablesPolicyTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ReceivablesPolicyTextBlock", "presentation": [ "http://www.homedepot.com/role/SUMMARYOFSIGNIFICANTACCOUNTINGPOLICIESPolicies" ], "lang": { "en-us": { "role": { "terseLabel": "Receivables", "label": "Receivable [Policy Text Block]", "documentation": "Disclosure of accounting policy for receivable. Includes, but is not limited to, accounts receivable and financing receivable." } } }, "auth_ref": [ "r286", "r287", "r288", "r289", "r928" ] }, "us-gaap_ReconciliationOfOtherSignificantReconcilingItemsFromSegmentsToConsolidatedTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ReconciliationOfOtherSignificantReconcilingItemsFromSegmentsToConsolidatedTextBlock", "presentation": [ "http://www.homedepot.com/role/SEGMENTREPORTINGANDNETSALESTables" ], "lang": { "en-us": { "role": { "terseLabel": "Summary of Segment, Reconciliation of Other
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Items from Segments to Consolidated", "label": "Segment, Reconciliation of Other Items from Segments to Consolidated [Table Text Block]", "documentation": "Tabular disclosure of reconciliation of other items from reportable segments to their consolidated amount. Excludes reconciliation of revenue, profit (loss), and assets." } } }, "auth_ref": ["r34", "r35"] }, "ecd_RecoveryOfErrCompDisclosureLineItems": { "xbrltype": "stringItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "RecoveryOfErrCompDisclosureLineItems", "lang": { "en-us": { "role": { "label": "Recovery of Erroneously Awarded Compensation Disclosure [Line Items]" } } }, "auth_ref": ["r812", "r822", "r832", "r864"] }, "us-gaap_RepaymentsOfCommercialPaper": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "RepaymentsOfCommercialPaper", "crdr": "credit", "presentation": ["http://www.homedepot.com/role/DEBTANDDERIVATIVEINSTRUMENTSShorttermDebtDetails"], "lang": { "en-us": { "role": { "terseLabel": "Repayments of commercial paper", "label": "Repayments of Commercial Paper", "documentation": "The cash outflow due to repaying amounts borrowed by issuing commercial paper." } } }, "auth_ref": ["r105"] }, "us-gaap_RepaymentsOfDebt": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "RepaymentsOfDebt", "crdr": "credit", "presentation": ["http://www.homedepot.com/role/DEBTANDDERIVATIVEINSTRUMENTSLongtermDebtDetails"], "lang": { "en-us": { "role": { "terseLabel": "Repayments of debt", "label": "Repayments of Debt", "documentation": "Amount of cash outflow for short-term and long-term debt. Excludes payment of lease obligation." } } }, "auth_ref": ["r912"] }, "us-gaap_RepaymentsOfLongTermDebtAndCapitalSecurities": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "RepaymentsOfLongTermDebtAndCapitalSecurities", "crdr": "credit", "calculation": { "http://www.homedepot.com/role/CONSOLIDATEDSTATEMENTSOFCASHFLOWS": { "parentTag": "us-gaap_NetCashProvidedByUsedInFinancingActivities", "weight": -1.0, "order": 1.0 } }, "presentation": ["http://www.homedepot.com/role/CONSOLIDATEDSTATEMENTSOFCASHFLOWS"], "lang": { "en-us": { "role": { "negatedLabel": "Repayments of long-term debt", "label": "Repayment of Long-Term Debt, Long-Term Lease Obligation, and Capital Security", "documentation": "Amount of cash outflow for debt, mandatory redeemable security, and principal payment for finance lease obligation." } } }, "auth_ref": ["r104", "r105"] }, "ecd_RestatementDateAxis": { "xbrltype": "stringItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "RestatementDateAxis", "presentation": ["http://xbrl.sec.gov/ecd/role/ErrCompDisclosure"], "lang": { "en-us": { "role": { "terseLabel": "Restatement Determination Date:", "label": "Restatement Determination Date [Axis]" } } }, "auth_ref": ["r813", "r823", "r833", "r865"] }, "ecd_RestatementDeterminationDate": { "xbrltype": "dateItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "RestatementDeterminationDate", "presentation": ["http://xbrl.sec.gov/ecd/role/ErrCompDisclosure"], "lang": { "en-us": { "role": { "terseLabel": "Restatement Determination Date", "label": "Restatement Determination Date" } } }, "auth_ref": ["r814", "r824", "r834", "r866"] }, "ecd_RestatementDoesNotRequireRecoveryTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "RestatementDoesNotRequireRecoveryTextBlock", "presentation": ["http://xbrl.sec.gov/ecd/role/ErrCompDisclosure"], "lang": { "en-us": { "role": { "terseLabel": "Restatement does not require Recovery", "label": "Restatement Does Not Require Recovery [Text Block]" } } }, "auth_ref": ["r821", "r831", "r841", "r873"] }, "us-gaap_RetainedEarningsAccumulatedDeficit": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "RetainedEarningsAccumulatedDeficit", "crdr": "credit", "calculation": { "http://www.homedepot.com/role/CONSOLIDATEDBALANCESHEETS": { "parentTag": "us-gaap_StockholdersEquity", "weight": 1.0, "order": 3.0 } }, "presentation": ["http://www.homedepot.com/role/CONSOLIDATEDBALANCESHEETS"], "lang": { "en-us": { "role": { "terseLabel": "Retained earnings", "label": "Retained Earnings (Accumulated Deficit)", "documentation": "Amount of accumulated undistributed earnings (deficit)." } } }, "auth_ref": ["r90", "r119", "r598", "r633", "r638", "r645", "r668", "r779"] }, "us-gaap_RetainedEarningsMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "RetainedEarningsMember", "presentation": ["http://www.homedepot.com/role/CONSOLIDATEDSTATEMENTSOFSTOCKHOLDERSEQUITY"], "lang": { "en-us": { "role": { "terseLabel": "Retained Earnings", "label": "Retained Earnings [Member]", "documentation": "Accumulated undistributed earnings (deficit)." } } }, "auth_ref": ["r177", "r220", "r221", "r222", "r225", "r232", "r234", "r236", "r294", "r300", "r327", "r449", "r450", "r458", "r459", "r460", "r463", "r473", "r474", "r482", "r485", "r486", "r489", "r500", "r534", "r536", "r629", "r631", "r646", "r1031"] }, "us-gaap_RevenueFromContractWithCustomerExcludingAssessedTax": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "RevenueFromContractWithCustomerExcludingAssessedTax", "crdr": "credit", "calculation": { "http://www.homedepot.com/role/CONSOLIDATEDSTATEMENTSOFEARNINGS": { "parentTag": "us-gaap_GrossProfit", "weight": 1.0, "order": 1.0 } }, "presentation": ["http://www.homedepot.com/role/CONSOLIDATEDSTATEMENTSOFEARNINGS", "http://www.homedepot.com/role/SEGMENTREPORTINGANDNETSALESSummaryofNetSalesDetails", "http://www.homedepot.com/role/SEGMENTREPORTINGANDNETSALESSummaryofSegmentReconciliationofOtherItemsfromSegmentstoConsolidatedDetails"], "lang": { "en-us": { "role": { "terseLabel": "Net sales", "netLabel": "Net sales", "verboseLabel": "Net sales", "label": "Revenue from Contract with Customer, Excluding Assessed Tax", "documentation": "Amount, excluding tax collected from customer, of revenue from satisfaction of performance obligation by transferring promised good or service to customer. Tax collected from customer is tax assessed by governmental authority that is both imposed on and concurrent with specific revenue-producing transaction, including, but not limited to, sales, use, value added and excise." } } }, "auth_ref": ["r135", "r136", "r253", "r257", "r258", "r271", "r276", "r279", "r280", "r282", "r407", "r408", "r550"] }, "us-gaap_RevenueFromContractWithCustomerTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "RevenueFromContractWithCustomerTextBlock", "presentation": ["http://www.homedepot.com/role/SEGMENTREPORTINGANDNETSALES"], "lang": { "en-us": { "role": { "terseLabel": "Segment Reporting And Net Sales", "label": "Revenue from Contract with Customer [Text Block]", "documentation": "The entire disclosure of revenue from contract with customer to transfer good or service and to transfer nonfinancial asset. Includes, but is not limited to, disaggregation of revenue, credit loss recognized from contract with customer, judgment and change in judgment related to contract with customer, and asset recognized from cost incurred to obtain or fulfill contract with customer. Excludes insurance and lease contracts." } } }, "auth_ref": ["r143", "r399", "r400", "r401", "r402", "r403", "r404", "r405", "r406", "r410"] }, "us-gaap_RevenueFromExternalCustomersByGeographicAreasTableTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "RevenueFromExternalCustomersByGeographicAreasTableTextBlock", "presentation": ["http://www.homedepot.com/role/SEGMENTREPORTINGANDNETSALESTables"], "lang": { "en-us": { "role": { "terseLabel": "Summary of Net Sales, Classified by Geography", "label": "Revenue from External Customers by Geographic Areas [Table Text Block]", "documentation": "Tabular disclosure of revenue from external customers by geographic areas attributed to the entity's country of domicile and to foreign countries from which the entity derives revenue." } } }, "auth_ref": ["r111"] }, "us-gaap_RevenueRemainingPerformanceObligation": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": 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"http://www.homedepot.com/role/ACQUISITIONSScheduleofBusinessAcquisitionsbyAcquisitionDetails", "http://www.homedepot.com/role/ACQUISITIONSScheduleoffiniteLivedIntangibleAssetsDetails"], "lang": { "en-us": { "role": { "terseLabel": "SRS Acquisition", "label": "SRS Acquisition [Member]", "documentation": "SRS Acquisition" } } }, "auth_ref": [] }, "hd_SRSDistributionIncMember": { "xbrltype": "domainItemType", "nsuri": "http://www.homedepot.com/20240728", "localname": "SRSDistributionIncMember", "presentation": ["http://www.homedepot.com/role/ACQUISITIONSNarrativeDetails"], "lang": { "en-us": { "role": { "terseLabel": "SRS Distribution Inc", "label": "SRS Distribution Inc [Member]", "documentation": "SRS Distribution Inc" } } }, "auth_ref": [] }, "us-gaap_SalesAndExciseTaxPayableCurrent": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "SalesAndExciseTaxPayableCurrent", "crdr": "credit", "calculation": { 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Used to reflect the current portion of the liabilities (due within one year or within the normal operating cycle if longer)." } } }, "auth_ref": ["r75"] }, "us-gaap_SalesRevenueNetMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "SalesRevenueNetMember", "presentation": ["http://www.homedepot.com/role/SEGMENTREPORTINGANDNETSALESNarrativeDetails"], "lang": { "en-us": { "role": { "terseLabel": "Revenue Benchmark", "label": "Revenue Benchmark [Member]", "documentation": "Revenue from sale of product and rendering of service and other sources of income, when it serves as benchmark in concentration of risk calculation." } } }, "auth_ref": ["r282", "r896"] }, "us-gaap_ScheduleOfAccountsNotesLoansAndFinancingReceivableTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfAccountsNotesLoansAndFinancingReceivableTextBlock", "presentation": ["http://www.homedepot.com/role/SUMMARYOFSIGNIFICANTACCOUNTINGPOLICIESTables"], "lang": { "en-us": { "role": { "terseLabel": "Schedule of Accounts, Notes, Loans and Financing Receivable", "label": "Schedule of Accounts, Notes, Loans and Financing Receivable [Table Text Block]", "documentation": "Tabular disclosure of the various types of trade accounts and notes receivable and for each the gross carrying value, allowance, and net carrying value as of the balance sheet date. Presentation is categorized by current, noncurrent and unclassified receivables." } } }, "auth_ref": ["r88", "r94"] }, "us-gaap_ScheduleOfAcquiredFiniteLivedIntangibleAssetsByMajorClassTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfAcquiredFiniteLivedIntangibleAssetsByMajorClassTextBlock", "presentation": ["http://www.homedepot.com/role/ACQUISITIONSTables"], "lang": { "en-us": { "role": { "terseLabel": "Schedule of Acquired Finite-Lived Intangible Assets by Major Class", "label": "Schedule of Acquired Finite-Lived Intangible Assets by Major Class [Table Text Block]", "documentation": "Tabular disclosure of the characteristics, including initial carrying value, residual amount, weighted average useful life, of finite-lived intangible assets acquired during the period by major class. A major class is composed of intangible assets that can be grouped together because they are similar, either by nature or by their use in the operations of the company." } } }, "auth_ref": ["r944", "r949"] }, "us-gaap_ScheduleOfBusinessAcquisitionsByAcquisitionTable": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfBusinessAcquisitionsByAcquisitionTable", "presentation": ["http://www.homedepot.com/role/ACQUISITIONSNarrativeDetails", "http://www.homedepot.com/role/ACQUISITIONSScheduleOfPurchasePriceIncludedFormsOfConsiderationDetails", "http://www.homedepot.com/role/ACQUISITIONSScheduleofBusinessAcquisitionsbyAcquisitionDetails", "http://www.homedepot.com/role/ACQUISITIONSScheduleoffiniteLivedIntangibleAssetsDetails"], "lang": { "en-us": { "role": { "terseLabel": "Schedule of Business Acquisitions, by Acquisition [Table]", "label": "Schedule of Business Acquisitions, by Acquisition [Table]", "documentation": "Disclosure of information about business combination. Includes, but is not limited to, recognized asset and liability." } } }, "auth_ref": ["r49", "r51", "r464"] }, "us-gaap_ScheduleOfBusinessAcquisitionsByAcquisitionTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfBusinessAcquisitionsByAcquisitionTextBlock", "presentation": ["http://www.homedepot.com/role/ACQUISITIONSTables"], "lang": { "en-us": { "role": { "terseLabel": "Schedule of Business Acquisitions, by Acquisition", "label": "Schedule of Business Acquisitions, by Acquisition [Table Text Block]", "documentation": "Tabular disclosure of a material business combination completed during the period, including background, timing, and recognized assets and liabilities. This table does not include

leveraged buyouts." } } }, "auth_ref": ["r49", "r51"] }, "us-gaap_ScheduleOfCashFlowSupplementalDisclosuresTableTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfCashFlowSupplementalDisclosuresTableTextBlock", "presentation": ["http://www.homedepot.com/role/PROPERTYANDLEASESTables"], "lang": { "en-us": { "role": { "terseLabel": "Summary of Supplemental Non-Cash Information Related to Leases", "label": "Schedule of Cash Flow, Supplemental Disclosures [Table Text Block]", "documentation": "Tabular disclosure of supplemental cash flow information for the periods presented." } } }, "auth_ref": [] }, "us-gaap_ScheduleOfCommonStockOutstandingRollForwardTableTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfCommonStockOutstandingRollForwardTableTextBlock", "presentation": ["http://www.homedepot.com/role/STOCKHOLDERSEQUITYTables"], "lang": { "en-us": { "role": { "terseLabel": "Summary of Reconciliation of the Number of Shares of our Common Stock Outstanding and Cash Dividends Per Share", "label": "Schedule of Common Stock Outstanding Roll Forward [Table Text Block]", "documentation": "Tabular disclosure of the change in common stock outstanding." } } }, "auth_ref": [] }, "us-gaap_ScheduleOfEntityWideInformationRevenueFromExternalCustomersByProductsAndServicesTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfEntityWideInformationRevenueFromExternalCustomersByProductsAndServicesTextBlock", "presentation": ["http://www.homedepot.com/role/SEGMENTREPORTINGANDNETSALESTables"], "lang": { "en-us": { "role": { "terseLabel": "Summary of Net Sales by Products and Services", "label": "Revenue from External Customers by Products and Services [Table Text Block]", "documentation": "Tabular disclosure of entity-wide revenues from external customers for each product or service or each group of similar products or services if the information is not provided as part of the reportable operating segment information." } } }, "auth_ref": ["r36"] }, "us-gaap_ScheduleOfFairValueAssetsAndLiabilitiesMeasuredOnRecurringBasisTableTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfFairValueAssetsAndLiabilitiesMeasuredOnRecurringBasisTableTextBlock", "presentation": ["http://www.homedepot.com/role/FAIRVALUEMEASUREMENTSTables"], "lang": { "en-us": { "role": { "terseLabel": "Summary of Assets and Liabilities Measured at Fair Value on a Recurring Basis", "label": "Schedule of Fair Value, Assets and Liabilities Measured on Recurring Basis [Table Text Block]", "documentation": "Tabular disclosure of assets and liabilities, including [financial] instruments measured at fair value that are classified in stockholders' equity, if any, that are measured at fair value on a recurring basis. The disclosures contemplated herein include the fair value measurements at the reporting date by the level within the fair value hierarchy in which the fair value measurements in their entirety fall, segregating fair value measurements using quoted prices in active markets for identical assets (Level 1), significant other observable inputs (Level 2), and significant unobservable inputs (Level 3)." } } }, "auth_ref": ["r970", "r979"] }, "us-gaap_ScheduleOfFiniteLivedIntangibleAssetsTable": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfFiniteLivedIntangibleAssetsTable", "presentation": ["http://www.homedepot.com/role/GOODWILLANDINTANGIBLEASSETSScheduleofIntangibleAssetsDetails"], "lang": { "en-us": { "role": { "terseLabel": "Intangible Asset, Finite-Lived [Table]", "label": "Intangible Asset, Finite-Lived [Table]", "documentation": "Disclosure of information about finite-lived intangible asset. Excludes indefinite-lived intangible asset." } } }, "auth_ref": ["r312", "r319", "r323", "r324", "r325", "r551", "r735", "r753"] }, "us-gaap_ScheduleOfFiniteLivedIntangibleAssetsTableTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfFiniteLivedIntangibleAssetsTableTextBlock", "presentation": ["http://www.homedepot.com/role/GOODWILLANDINTANGIBLEASSETSTables"], "lang": { "en-us": { "role": { "terseLabel": "Schedule of Finite-Lived Intangible Assets", "label": "Schedule of Finite-Lived Intangible Assets [Table Text Block]", "documentation": "Tabular disclosure of assets, excluding financial assets and goodwill, lacking physical substance with a finite life, by either major class or business segment." } } }, "auth_ref": ["r753", "r950"] }, "us-gaap_ScheduleOfGoodwillTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfGoodwillTextBlock", "presentation": ["http://www.homedepot.com/role/GOODWILLANDINTANGIBLEASSETSTables"], "lang": { "en-us": { "role": { "terseLabel": "Schedule of Goodwill", "label": "Schedule of Goodwill [Table Text Block]", "documentation": "Tabular disclosure of goodwill by reportable segment and in total which includes a rollforward schedule." } } }, "auth_ref": ["r752", "r931", "r932", "r933", "r934", "r935", "r936", "r937", "r938", "r939", "r940", "r941"] }, "us-gaap_ScheduleOfIndefiniteLivedIntangibleAssetsTable": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfIndefiniteLivedIntangibleAssetsTable", "presentation": ["http://www.homedepot.com/role/GOODWILLANDINTANGIBLEASSETSScheduleofIntangibleAssetsDetails"], "lang": { "en-us": { "role": { "terseLabel": "Intangible Asset, Indefinite-Lived [Table]", "label": "Intangible Asset, Indefinite-Lived [Table]", "documentation": "Disclosure of information about indefinite-lived intangible asset. 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May include but not limited to the following: (a) acquired receivables; (b) contingencies recognized at the acquisition date; and (c) the fair value of noncontrolling interests in the acquiree." } } }, "auth_ref": ["r121"] }, "us-gaap_ScheduleOfSegmentReportingInformationBySegmentTable": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfSegmentReportingInformationBySegmentTable", "presentation": ["http://www.homedepot.com/role/GOODWILLANDINTANGIBLEASSETSScheduleofGoodwillDetails"], "lang": { "en-us": { "role": { "terseLabel": "Schedule of Segment Reporting Information, by Segment [Table]", "label": "Schedule of Segment Reporting Information, by Segment [Table]", "documentation": "Disclosure of information about profit (loss) and total assets by reportable segment." } } }, "auth_ref": ["r31", "r32", "r33"] }, "us-gaap_ScheduleOfShortTermDebtTable": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfShortTermDebtTable", "presentation": ["http://www.homedepot.com/role/DEBTANDDERIVATIVEINSTRUMENTSShorttermDebtDetails"], "lang": { "en-us": { "role": { "terseLabel": "Schedule of Short-term Debt [Table]", "label": "Short-Term Debt [Table]", "documentation": "Disclosure of information about short-term debt arrangement. Includes, but is not limited to, description of arrangement, lender, repayment term, weighted-average interest rate, borrowed amount, and description and amount of refinancing of short-term obligation when obligation is excluded from current liability." } } }, "auth_ref": ["r77"] }, "us-gaap_ScheduleOfTreasuryStockByClassTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfTreasuryStockByClassTextBlock", "presentation": ["http://www.homedepot.com/role/STOCKHOLDERSEQUITYTables"], "lang": { "en-us": { "role": { "terseLabel": "Summary of Repurchases of Common Stock", "label": "Class of Treasury Stock [Table Text Block]", "documentation": "Tabular disclosure of treasury stock, including, but not limited to, average cost per share, description of share repurchase program, shares repurchased, shares held for each class of treasury stock." } } }, "auth_ref": ["r42", "r43", "r44", "r45"] }, 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["http://www.homedepot.com/role/GOODWILLANDINTANGIBLEASSETSTables"], "lang": { "en-us": { "role": { "terseLabel": "Schedule of Finite-Lived Intangible Assets, Future Amortization Expense", "label": "Schedule of Finite-Lived Intangible Assets, Future Amortization Expense [Table Text Block]", "documentation": "Tabular disclosure of the amount of amortization expense expected to be recorded in succeeding fiscal years for finite-lived intangible assets." } } }, "auth_ref": ["r753", "r952"] }, "dei_Security12bTitle": { "xbrltype": "securityTitleItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "Security12bTitle", "presentation": ["http://www.homedepot.com/role/Cover"], "lang": { "en-us": { "role": { "terseLabel": "Title of 12(b) Security", "label": "Title of 12(b) Security", "documentation": "Title of a 12(b) registered security." } } }, "auth_ref": ["r807"] }, "dei_SecurityExchangeName": { "xbrltype": "edgarExchangeCodeItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", 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activities from which they may earn revenue and incur expenses, including transactions with other components of the same entity." } } }, "auth_ref": ["r135", "r136", "r137", "r138", "r253", "r255", "r256", "r257", "r258", "r259", "r260", "r261", "r262", "r263", "r264", "r265", "r266", "r267", "r268", "r269", "r270", "r271", "r272", "r273", "r274", "r275", "r276", "r277", "r278", "r282", "r303", "r304", "r305", "r306", "r307", "r308", "r309", "r310", "r311", "r325", "r340", "r341", "r609", "r610", "r611", "r612", "r613", "r614", "r615", "r616", "r617", "r618", "r619", "r748", "r749", "r750", "r752", "r792", "r1000", "r1001", "r1002", "r1003", "r1004", "r1005", "r1006", "r1007", "r1008", "r1009", "r1010", "r1011", "r1012", "r1013", "r1014", "r1015", "r1016", "r1017", "r1018", "r1019", "r1020", "r1021", "r1022", "r1023", "r1024", "r1025", "r1026", "r1027", "r1028"] }, "srt_SegmentGeographicalDomain": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/srt/2024", "localname": 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These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table." } } }, "auth_ref": [] }, "us-gaap_SellingGeneralAndAdministrativeExpense": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "SellingGeneralAndAdministrativeExpense", "crdr": "debit", "calculation": { "http://www.homedepot.com/role/CONSOLIDATEDSTATEMENTSOFEARNINGS": { "parentTag": "us-gaap_OperatingExpenses", "weight": 1.0, "order": 1.0 } }, "presentation": ["http://www.homedepot.com/role/CONSOLIDATEDSTATEMENTSOFEARNINGS"], "lang": { "en-us": { "role": { "terseLabel": "Selling, general and administrative", "label": "Selling, General and Administrative Expense", "documentation": "The aggregate total costs related to selling a firm's product and services, as well as all other general and administrative expenses. Direct selling expenses (for example, credit, warranty, and advertising) are expenses that can be directly linked to the sale of specific products. Indirect selling expenses are expenses that cannot be directly linked to the sale of specific products, for example telephone expenses, Internet, and postal charges. General and administrative expenses include salaries of non-sales personnel, rent, utilities, communication, etc." } } }, "auth_ref": ["r100"] }, "us-gaap_SeniorLoansMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "SeniorLoansMember", "presentation": ["http://www.homedepot.com/role/FAIRVALUEMEASUREMENTSSummaryofAssetsandLiabilitiesMeasuredatFairValueonaNonrecurringBasisDetails"], "lang": { "en-us": { "role": { "terseLabel": "Senior notes", "label": "Senior Loans [Member]", "documentation": "A senior loan takes priority over other debt securities sold by the issuer. In the event the issuer goes bankrupt, senior debt holders receive priority for [must receive] repayment [prior] relative to junior and unsecured (general) creditors." } } }, "auth_ref": [] }, "us-gaap_SeniorNotes": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "SeniorNotes", "crdr": "credit", "presentation": ["http://www.homedepot.com/role/FAIRVALUEMEASUREMENTSSummaryofAssetsandLiabilitiesMeasuredatFairValueonaNonrecurringBasisDetails"], "lang": { "en-us": { "role": { "terseLabel": "Carrying value of senior notes", "label": "Senior Notes", "documentation": "Including the current and noncurrent portions, carrying value as of the

balance sheet date of Notes with the highest claim on the assets of the issuer in case of bankruptcy or liquidation (with maturities initially due after one year or beyond the operating cycle if longer). Senior note holders are paid off in full before any payments are made to junior note holders." } } }, "auth_ref": ["r129", "r999"] },
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M36&3I4]D!F?=KG4I&8B!LEE)FQ-Y>$PI\NHD(@MD2+CR6,ZP$X4@HNPI;4E;,A.-X<^+3E+^;KFI^P0/^\[DK#GQ MX9XWH79\4WSOUZX)K7^6O; [ZMX,,KHMF?^-MF\%7X(\SY>P#_5;[=P" L9$4M3;_SE'2E0,ICLN-U/. AO&CT!!)^B)>T!& M+AO^4OK+9O*#T];G,-,29T@ND;W@?G[!0H$G2,B8- 4L,XI^FEOEDG^D.5[MA MT#YO)WI@X+C0F0[,WZC3\YW%QYP;IC>QZ!NH:3X>_M)YQ,6!XX/I=X,\?E:N M;^K4BC["OQ?>[<]#0Z51;2@O1X /J"]^< - 24*@#ER_+U3KO:]27?JE45? OT+ M,\^-,!8PY.""=V @2)E?2EKIW5@1@^K$)YYCF0;A/ >N3:AA@!M_5B,*-!&W M_X6/>TO"KH T-+X]H-KO -5* %2I^^/NMG[]17K]B_YU;Q$"PO2Q=WWYX_&V M?WO= (Q=W5^3Z?RI_O[CI[9ISXLQ 7YP?,"B=K4;R=PJ^.MC?WD.W.97%4OJP2W"71.W_LM&7%S__B=? 75;SOV?0 >FZF3:(9X1.T#$W:) MV!0G8X.99U>.SN-OF+-6XI/#$! [H*K?*WP"F;72)4LT.")7/GVG[D!R;[// M>_:_"-+!-W3$8^=[.1\T#3U/3^(\IGR0"]X>V<1Q_1(9.NZ8^C ?O_IG0_.5 M&17?#;9L *WQ_[2:=6;Y'\Y$9- @RW'_>",VL[;D@)\XR4IOH_$_<S\N[OJD?!I X?1!JQ!%(_>/1&E\,CZ3^QO2__V: MS.FBJ1ZZN.5_UU^49NW_B;\J72I^K%UZ7;#OG%/P-4=ME@J;19JT@ M!!$==W<[T0=/PB-W\(4\.F-J'UM-X)ZDT%E9K2>&U/*FBJ(>*8KZ1U44_<>+ MN]XM5P?'UA2+T[]V:N,EUAW^%$.Q\ABZSIB$]K_7^(IF;5U>LMJ.])B>3+3 MPP #N3'!I0(9&S#W+ (4^ON:A GPY?#>6WP;86Y6V6FMMKUNWHXTY?B*>]X.[M9%10=]=::ON?3TKUS\E3B5 +-(H_,B9CKS%Q=1M,#XN-F6$&8ZI&SRQZ6^W& MY'47IQ#? X5Z66"X+*H"TS'MD3Q@THK;/\>V0@=24OM:D>I9\)2HI0.YFT MI#.KC7JZ3]VZKE;K;76;6-"JP$\%?2%NFR5!1!%+'UC$]>F$;G#/=;M-QKD@>K,(S?,==_(HT;-M5,..@(IV M<85PI^F0VX?\Y\>XE_'KO]IV7J;VGU$K=\|\"#Y&6]^!G6@-=>$IQB^/>?0 # M&;R+[>UG12EU?V-@?Y@T;^)10&WVX_"K/_?G(0^4.0BM=35:IK626\R"T*T M+!>VWB AH(4] <0+$YH19AKTP/L,(!7 93CGG%L8]/0&* %D%LI3&$3Q96"",$ MVXL2SA87+],+PJ.5NJU6[;WH?$X1?OWF ,L>1H[]+G:NU$O=NJ95VIJBY"7< M.@LB_]=?H-^M.3BPDF62+F!>75#- KM]*M"AR^4U]GJBHI.*A%6\Y,]FDZ^&<3-,WP;4,EZF8"U(V"5PL M)NGCLC0\P0--BOI\!FM&%P.O]#|LS2&6B18,UES9>QL/'.M##?TN6LCE&>OX5Q&0"9>1B9P>N13[H<)!X ;AY;^1@ MGDZ<_^>/]/[^*"]TL,_8V?#E:#2?RIS)^:3.#7D 8("\'G_"@/ E_CR\B?V) M&N/E,GA/>'?1^^G4PA8.^N954Z==70:N"VV&^,"H%'SJ!X4DNV2!Q_>P^__MQ? 3"D^P1F:,O'RPA=D4*+KES=AI^IJG/TZ3D;9,8Q15Z!#Y@?FSZ/H@*LP#[MKF.CJK?>" .U_T9X>5F]\RCI%?5IF"7Z3AW,VICW61X#>+(.I@0(^R-[*L(2 M^Z17Z9-/R,;6N;JIU>@!? V3R)+P))N&M4@LD(XT0IG2]G43AW2F)//R*\4V4[$%?:'$@OXRO6A=Q-:E*'N(9!>GML2K!&!82;SA MC4'>X2MN/.\!^,\MO*>?S8Q@=6]RJ^&?SZ.$5?8V?-&VNEB)!1U4U-A2F3=/ MJBE2U()DUV2\MU+H.R3X[XEF,'\(4YS/7IH9A&KM5+W6S(^A=1JA]R?L^K# MZ;:$7+RGHW!*L3 ;JM(QI(,_RYI DC;#0F_S.'7"^>W\(_D)!?^.9V^3JTI MTDX]?%!QI9J->SU5Y>- L]DP'CNM5]DS> !$/Y#<^CLMP&)N!H68%C,-/'V+9 MBK?#-.8(F(D>A5F,"E&P",#,&/8#G?L R\T^X'?X>;|A\VYX#G@MZPW_/B+ M"9^&SQ(L.>@)?lL>GP&LJFMHS@(\Q+NT.&'L:*:05W#(VA2:!JK5D*U3_3S M>N-=@"GML$5%,G,FO1&SK!@DW5H8[H+"C2(99=BB@'J[7>L0) M? *Y.4;_&2^>1^)J>%Z#1&:7]\50*QL,W>K@:[(6KP=2+WI#@,YX/6AFCGCR[MC6^AE>J65#E6G8.UD+GAG8?1!,89 B:D5.D=B-02:$#=!"/6^Z5T>W>3L'C# MJ<27"OGBN'<_H_4BQH K%@EQ M7[M3;K[G3;A2/Z$N><:5^O("OT/&701/@>?'ZW-AL9MMHUNX&KP%# .0O'?(M6GQ1[__D]BODM>)WY=D MW^[.9FM:9W,TI>>$/K'P&?T9X4. 3AGU'JA;QZ2);D89SUU* <[5 \BB_LI0 M;[84FF(*5[>KUV'QZ[=KK-QS>7_7O[!KKRZ%N-CS^!)PGD84M;2BV*HVM(SV M9C;]BI9-GFF[6E/7)^1N2B2C^D_PL0+;[$1X,0;X?^O2:S;5;3A2@=G:R0O, MKN_!+@5F<0=?.",];.^0'>IC@;%Y%GDR?N>,DV>V%ND;EF^/\Y'G-N)5TO*(P=!DW9^?4E*S M9+2Y253?6<%*?9WAO4DQ,\]'/=KI4@_E)Z=4O?AXK%/:GD2B:*5:4G4R@>9Z:- WDTSJ2V9[*;IA>*2BL(+24IPI 8'WYIG M\\@R3\OZE5H4M[_W1HQ)-ZE@G#Z44,*O0R/5P*G\T7ZG\F.F "[S75/7QIPW M.144BN.JM HD.)+ H2EKU0'FNKALA"=\C.Y;#'3%H*A>*^)BT%"8Y$<-37 MJ@:>L31R+&C8BJ*_R/6_ M-_D[9#H3!0EI:#!$-Z0%H,$1Q(XZC5>M1!YN+]F03,DK3Q(,Z%0C&\6W$Q0ZJ66U J[@$,+M0)1 MJJ07C,?4?>/^ U"=']WQC^^1BMFOO 72&;C)L,Q0+)EH!T%M!JD==@5',](. M*I8!>D+++@$P+V?&"/',)SU]L:T2L$@%M=;TF'0X$@1R=2"5J5/+-C.!.C ^ MQC7!-T8]:1D4C- ,=:1E(<"3ORVFW(T50KY++?',=X,2V+*X);VZ?VDXEI%"\!M; __L)6D:B,9V12:M XF/)'PTU$@I-*KDB@U\KA"NH#O/?'<[Z ;/=P.Y]:MX M7%>*GM0H= <*NZ&A$.J%9E7D)'X7A2F:92])$*!@Z8K^A524WU(S/'_K.J!>X M%"(I-ESD'A>)R=!I\&0<'0T8I3DFI5>[/544\T-F2>\(S%:MU TSG# -\A9;F.#!!SSO M.7IF^T,PL$Q)/C'RQG3'TD I% J4I@V%3ZTS^=:OV70A*^\$?7:.1>8$5[@ZG[*P2[^5<&@ MHF26T;7G'4*K;MIM5DM;B4Z8>)(ZB@X\(5_XWZS7)PQ<@C M*P,G\,EWZOYD8*;9WL]!E98TQ<1"@II9-GH.3;&Z- ,5R E5HB.^Y]UU@$-=8 M#ZZC,P.5E+2C"L;G33HI'LUNE::7>L-DO=;^R)6[%9 MQ/@!WJ=QU:0J-@Q[3^VHA7PMA;Z.*:')A70[@CME+H8'B(W5/<=]T0^F=0! MA^&L&&90CA;KI %T9)0]:JG[PW9G>02\< HOI,ZW0)$>TP/7[$T61H]^> QO M1M:2-)4*!03UQ.D%I_/:&OMX;=)H.C96&Z7NO3]B+KFUP_/NH2EI.16)O=FI MHKQ93DUI.>4#I>U2]_IU9 I,_<_$V:02%Q5-^0C[;>]L$/#)8:9V=LJD]I MV[O]!>ZB_^/QNB=53H'8]JWM7O7%P.+Q=?GI'^FII-I5*4BK,.=#FZ GPZ M.T[W6G2_#MPOU]?:R4;&'E! [T^<<&/3F)40F*X2AWFPI='MQ:&]E1-^8'O2,_*$2M:,6R0VXAD2I5?!86DT> M@@"),#^>8V&F'GQH$6P_]%COF^,GXKDZ!.C@O2OM=3V/Y^4ZI^3IQ*AE@^3 MQ=B'>1+",.85[70Z\EC3]7KRZ7+[M#U)L*"AU^WP.X8<1@K@EU^Y9/Y.NFITRT&2*^HX2K01*E+]7!]^_W!]]^P?Y MT;N^(O>/Y.KZYO8.? NU?/W]OK9S%^X=1S _DJS2KC4]RK54SX^KK#2U=2ZLZ MU:Y5Z^WU31UHCLU@QG@_B2XACS.ISW#;Z_^!#00$#T^;VZ*&(]3' M._+H(T'&F0,H3? A92B2FFOB[^_#D6.]&FBD\O&'__)5=@R,'(>61U[4N/&(@ MMIE!3)OX(T9BBDH'/95%T59Q^WW"/M1YL^)X?"4>T_G^6.C+]ZQ_HN/)^<6' MYCMY_;J;/W$R(7N9[%4CU%SNQCS1$#E*1ZN7"?4'6,M"2/ODY_X M2IF.]<,P0@'NL9;=4O4)DL=DV915,>-49=PK)*_43O 0^'4=CF.]'PR;=T* M#.]V0R4OC/WT(@N@$D^&K7IVZP(G*\YT0FSQLCELXG;HXN!$(-+RQ!;"HO5NHZ<-XD;\8T:NV,3QR4W@!RH[-3#QU!3GRHY<#'U^17K!9 +3 MX/O;^Z$K-R+V>'!["970>OD#%- D$8&':SP 2L)1T.C%]:GT0!=2[W@TA'T;E MO-MT-U>X?$+)<C>+/H@RF2/$KM',#Z-6%FD5!3FU78.<>9:>WZ3KM67\I\(RI_,A&3HN&1NW0CGLZ%I M@="\8OHCOK /]B2^\IVZ^H@H6GG5&L#Z9'"9!B[3P&4;>%'3P&4>>>)9YX)K, M \]1'CA/U,I5UW.KRK?[^_^^O?N-]/H7_>OOUW?]:;/6U\+]M (;[)6@2:N+']'^>]0M:T<9+8&,- F,M,FP<17L!7Q)_PJ,.+3X 5AN4"X089 MTY[LT1Y#/S)\[,4U?6!F>_5\3&A@6K0"WP43BU&/E>&7)^KR' 0G<,F$N?PQ M6P<,NU%,)DGW#_XVX%?+F83]C1(\ASP\C[WW?- ,'$XQ76U619.X+-%VQ',,S!LYY;P8NCPW_UPV"7P;WC"$XL/DL9)2;:"'S8TQ]_RWO.AOR7<&3F!QPD&38UP0>ZI3K/O.--CRE(*E!W869>?K M;.7'X*8\P80'%WE!+*P693D@B&$0!5$8C(':82-AZ_!9&D+&IR'L0QRGYP7 MEQ =0 Z'/SBA;V'?F#IR#"YC85K%^3Q(HOXYP#47470.78W7TQ$CH?<"'1F9 M$R^43^0D!3Q'!T)C[R<.*EI<3I^_RKED,GHC'9Q/TN8?P\)PP5O0,W*4# M4 4P?/@D_.ZXX7T.HV' K#EE@&$FX+0'W="1RY% ^R/]PSN!91!P:MQ@XH>0 M0ZXQSUN$37D1,T.7>F!&Z2C[Y5 U;"-%7@#.(E=G %>;DPF(X+O48-@'0#@^ M!3<"U%EPA6*%,+BD6^88,1+&Y(&"X(%+>+Q2)>2K(WIX[G7L40(8=)R-0GD"'7 MYCH:..+'@!DST#QIH=9%1\]&_C!<$T-3&[+T>DT3X1'.T%[2 CB!X@:@H/ NWH.\PU=H$^. R6P<@ MQ$LY:-XH+;!92>>XR8NRAK@VIIU&N8FB\Y4\1SK.-[@_H''3: CXY %-.I MI#.XHH?' V!!<-4X9K:"7P==1G7X4B!.++CB@_(Y)H QWP_GBJ@30 K+8IQ6\,U97D9,TZE4+FAH$-!_!51_"_OI M@7CBEW0GYLQL'L,GYG+0X'/NT^),QY\PG$EX/S*$YEZ!V< V0 J]'K,XD63 MP\GP*8#QO405,7Z!%A$64*W35Y#_%V _^K7 B"P44QA^BFL\>T4$Z .QIOA/P M!TV+!W#;?.@.Q2-9L7PAG]9M<[$3O<=>&=:!T'<)C_]QFT.$EG>']A$GV" M!UAX \B@FQ/.O@'HJ[$9:B!]OX7?C";CJ]"V[1J3#/7- #2-@90)Y=/Y,5P M/K/8@IG*)S"@?00!QOX+6Q"=AQODSW*0"2_.#D"++M%$X#5?()P"] MQ:<[V^&:\BWFSVI3M4KZ(^:Q]V/ !IX",.5 8E@TY?*/S1O07"/@5! ,L&?(MZ(4N@?%M>C_#W@=V) AH\X8UN7A>GL]M"RYV+R,3)T^D(^MS8MHX_)25,IF= MS^F$IC2-:,&M*M,% E'7YQAUW#G2!_9/VWFQ0S6U\.'PCSD? 9&JU6&@!@, & MJ.SFV3)O4N@T\@O,.3L1GF"\!7#!,,)9RIFAFT-76?,!5,R42CYM(SL!=47 MDQ'OKN-XS*85!(W$$NR& > B9B"8%&9H_;$CX'BHT3W=-0>A/W+4G6O\B8'P M&L0/@#5R>ULFLQ)SRD65S!>=/OI&-JZ;PLG7\M@+.MFAVVFBV<670+C$6IZ# M:$?O<3 /"0Y3WQSS*9W_1%LC%.CP?>XQX#+)@E>^H'E<1HW0"I[7=- 0"/*? M@- G0/X]!'G1GS_J8]H<[!+4?4K/"1Q>D;BS>W=Q=WE[<6WQ7,2WT_IVZ%854N]AZ=2CU?9;KS1 MB7ESMGIOGW_7NQ\U>7?2OK\BO%\\ D->D]_OU=;[':.WRIQ\V#0R,)WU>V<-HV]OP M:>RLHO2%L$T[6GEI=::0U35M]M=%]9F)/*DIUV5EO3#:SM!DNIYGZ>A"'-IR-BZ!6'&"-:S9%&/LTMU*IO\&$_R?4+]?DH5]X'O- WK/(7CG&K*GWI=YTL$G#?_M]]-UKKB;T2YG*X;_[C,1]]0=]N3Y],))\&>SJC;$9"#U1N&2//Z"X=)G:H7^_MU2(KTXRZ1L1%'[^,N-;"E&(D (_IJOF*!O1LW7(@F@6WZC^A9!YY1XNO6T&=^_M0:\ ?,$7-\?4\GXI59HE8M.QPR&NQ_ID=C"N&PUU\:!;$ XC!^-DRZ- -*UJMU%7*347[^F6QH]UP MN7(?2L3BM35?LIDH"P401;]Y %/ RFW&K6)]&%C P3L:>X1X9KGNBT8!8K M6UUG04TW\$3)SJ,@:)@4+L*$0&]QSOF1X9?6ORKI6ZCW*CM/1>LP>$AYH]M M3,R/BIX-;C1+|&BH/34\/%0(]'P(^$[PY1UVS I-MVT8JZIW[].#+]BUC_(H M!AN4Z&\WP?0GQ;V]5)7U,=#80F0+]7EP1,D_9EH8GFHIBB"8 MR=*H5-JB]LN^2W4T,U"?:=9C"B4TFYSV?42B#7Z66E9;685LTQRX);HU^O&0 MMLG!WP=I'9BP.^56]Y$'I)V@MM_]A"9\]?I:K;_)]B&>5E4G9!T(/UIF?N+BC MV0_K5^"Z(2]6LB$Q>0LC9B4'BRE<&]3X0T1EK+#N7]C&=4SH]'YAO0:RUBPW MZWN'$5)Q*@=V\P>#W 9]GB7D% XYI5$7'G)%R,1:$9F8%H(A:@()T3%&5;X MKO&]+>]"BLBF0$5,TF](T4?\R/WPA\>X*9161M12MUVL](@/#Y]-,8LLX:.5 MNJURN!VWAA4KV"N@'OW-<8P7TD)D5#>=LHSIEA;8]5)?Z93G4I;X0V(Z,TD)" M98-BW!4J#9Q"ZXV]@PABA7 %U(&WMD_M)Q,W3866X^X)546>_5?F L14#&-G MX%A=OT;5S'85@6:IVRFK^RM+:44*@Z*-*0+9HZB%"5;-6L$R!P14I&&Z@$P3 MV#--X,ZQ]7CA80G,]5*WV5$%L0FD]7C,5("UN.@ +AI[JSBQ;$7^7:TF]G)_ MLKHI[(^K(1(O=-*

F^U'G7;JW2F1(:<@T:F ,-\OM>E:6C.@9#%*(/K80;96C MD5:(E%*WU2PWM*SR5D^9G'&\0GA[HR&YH,(DF\\<7%&;PVH.3@!!FU2ED_8 M=DM]NF\=.SQVl+,>DQGUS0SKS18^') (G\EU'_PDE7V.7=TB8G** M]XOKJ\(((/TY$EK=(&EC>S: -O@3'0!\@ M*OCNLX+EFI.:Q.IN,.DH>Z]PT2<.+M$?A&0O\$!V(C\H?G*C,J_F>LD@%Y# M\Y.?52(([#_$EL)XYSR>EH? [YN4ZP6YU*QY'"\NVV0Z&!;2A:6=U_34PN) @# MG"U+5NP'G 8 IU:N.:)L1OT05CZPS@WP8 YJ43?VP./3,}C#F6ZCV> M6,X,8X\A'> <="'#M^FK=2RVO0E@=!IX2&T0:5F#J%6N-.)8)DJ8DZ'C[B-MVZ>O3-EMB@D(2X]>I5-SW6IZ,62UV4S9I?!}>4T^-D$ZI6Z]W M!$'(A[RK]B0N7BLG(OGRP.|: <$B6P.;M&!,O\>0?+N9 $WK[0=]XIG8FPC)&4?*;G2)FBJ8!-D M5>=:!&HVGA\,FB.76T-!_6%9U3/"268S^M3DCX\+; !FWX M#:B'"Y170#M>IG^"AV_Q'?7W QA?> [UCB8"+OJ4-6UOIT];EL+ .:8,&/2B< M&AQ.S;VUKK0XTVM=YUWYF[DL/FF [E/V)H[AO^TH%$T4"K4N-^@5!S^IZM[L MBQ]>M[?6$,7+ ^1"F;+1M.5IDE^OI'VQ@##HFX]TIHLPVN? EEMRL7TXN\GJXW. M6>&GP_&CBH*?+(W3O-0_S\@F_6!U3#<%"/;5C!8N,+7+BIK5:67%+YA;6*QM-MUBALC35C^(>Y,2*8@40 M>M'JK.9?1 M)0/ N^6_3O-UYOS']#>LM,)3+ULRS;8X -HR$78E@)8PTBIUVTU1SA@IKL$9 M+I#-,KNDE;G?*MD\KGVK.#<%30H,Z]^52RE*+2OIJY:KJL?I:..NQ%DV*V)[<89E9QOE M>CL7.#O!FE\ M_4* [&XAX "Y^WJ/>,)KUY%!|HIVN7CWSS#:M7TJ^&[#W>N32&8]-GZ^VXM+, M//RG"D,-!?'XE5@/191Z!D31ID0I3+WE52IJ/';P6X[^L?PFU"7/U H8^<]U M%']@;F|$7;9V5KN|NTFBO&/SDLX/U+UW>SZ6L_D?_."LR6A&JTUY45-/_E6= MT0[2F4:I6ZLFU%Y:NG!...''/'!=X89R1E0/P\#M>2C-TKNN\G|[%|%-IS87F M&N(FIVV#Z9AWGA#;C;SX, M#%7DH9EU/_O6\B ZZ)AUEB,4VI>)^EXKV.OE!;M-A-]@RGD3!-O61Y9S7{;VBJI-3Q.W42, 88 MCFL7)M?L\|?3WX'.!T900B>;BF3:!Q"TN _, V,0G$^:&&4C$H#[=@OMI(E B\AP3 MPXC:+G\=N%^Z"PE6>XYY4^F-(M!-JFTWINVK*0I&@FIC"%5\+3:.P8# HYE['A_U<>!Z# M_S=X!GW*Q2T\CE$K*ZVL5M,KR/*S%+F"BESS]"+7X2?M=)1<%(R4(B=%;D^1 M4TXNCPNMBUYH MD?>_9^B (?'NAY&T])8 E9_'W&KL?9RGW/DN#& VN_[4:3@"D<8#88Q_L! MIE[)-0_UJQV/TG G2$XPB&TRW_0#3 ,:HY;HP&B.+:\X$4E>]J$\ &\\UU/(\ M-&=H^O)TH SM.TI8!T[7U*+0'65>KG^8:)P$FA[V'7[*W%@:9D5D=0 BW/-M0-M@#^&*-#PW$K>; fCVY2Z 5 &@;LA]@-;A0&LI69W@+$-[NQW>&Y[*3]CK MA-D>\\ZVR4E*7?IBJW.G#G9NE>Q9%CW+T@EKBNJ#]9@%%Y_*Y(G9(#86+S]" MC,%IFY[O\GVTNY622B!&8>:0#>Y71-/?0HI>V,;% CVO0ZV4=G11<;&VK.P? MU%H#4X$ME4(";8-[=2 @*:5NL]Q1LDIMDT Z/9 VN$\' I+*S\%H*WL?IB*1 M) R2-OA''I*?QI&DM@IV(178MM\5FIC $K[M. [3[Q@!TZ=_\@LR)&?TS1,3 MQ6*.E$F KX,Q[4%66Z2ZY,'~52PJ,)EICJQ0Q"0M;A+!\0%L+CY1S*;[@ ME>QVMN:I(APZ-E@ES&6)'ER6*VL)9S7(3(C#82&L NPL!:YE5D2&%MIT72!R M4KS4LH%G-97,[>43#@1;PK. &BV9*RX(KH3)3QV4IP8=PN"B86DY47*MK M.+DXQ^7(GO['P]NV)N<>>.,XWMI9;820>,LSWK8U.O? 6QWL *7<5+**=4O MY1EPVY[=>P .#T93RTHI%P?Q';L,W/%0<8M5^)CG\W7G\%SZ3Z$)^CF.?NZ6 MM;O)'I@]@W0;9U+VI-01^Q"9&U/I"45[D)D1E8K/=]E+E;?DLU>G'&QRU6_L9 MB(FG#8432TS>"!NX.I]- @]E&TE32+'7;RX[9]J<=RP56<1"RP;7:$2&M4K>^ MSPGJ$B'B(&2#,[0C0MH8!Y40*09$-K@O.T{$UP$%F&8^Q':HJ6$5^2!RZU-; M2RJD7[0N=.?8TZ26!&C7:Z5N(!- *>#E;5"PD/#:;4:G@H8M\Q]VJ[Z$Q^GA ML=&&6@,/=`&^.NY-*M<:667/2/2<'CT;S:M4RD4K=3MU4>;>+*-6X];Y+@=] M]XV7;8X,%DH$ELPO#SH-O[V7A7GPA\[&=&? >LB3489H]_(IOWES4#X:L)_O=!X< M6<5-#:BFK@T]],B @<_'L$#LL^DA%N#/>,73IZ\'VAY53%'9&+>+$VKBPR]_M.P B1!DWCNW\RID1/M=!XE^__^BX%(HV==]N? 3,V0,SPHZ[#2T3$QGYJS[V- M*8BU^L%/7LN;3__!$+LQE"@.8CN(6*6951DWM.P< M?+>7A*S0D-T84A4'L@K/%%=:XFO9XFX7>\C6%,],.DCF!C=(3.2)_LILMD/- MZ09? YJHGI"*8BJY1 >5&;>JB%A(YPB!6Q*P-T?^342UVUW-!D M@:GB(&KCC@.4AR'F4I0V6*4!G]^O2 VS MC6.I6R\W#A1*$R2T(&7!8\O2!EMJ/UG"W4/EYOZ'4D9IDK*4 UG:X+WL)TOM M4K=|C"4;*4M2E@20!0W^W'ZRU$%9:FBV*(,;N7AQ)V*"-D!25@G;ML4*9MW6 MH&.&$PPLMM3O#8T4]5N[15]V!D1Q'?E?J62]?)'R$&81"C^@3@T&.QZ "O!%U M]TN#RG\T*Z1!2B?W[Q%!+T)ZW@7C 7/OASW>UGW@>SZUD2Z<_DZL%DK=3L= M44ZKD9N+,L',!F]7JTE(%0I2&WR:O=60"FIH_ZT[$C,B86:# M[7Y8- :2%;DB4LR&+FTH3&G;Q&@V9,#>TYO99 RN&LYXTL%R)-?CC#|SE KG6 M+%?ZBW:|\R%^>U'MUV92BCLVJ_L'L\19@)*LD2Y1/DA M4*YD@W*L(EDMTFE]$N5%0GDK&Y3CKMJ7;#$KP.L"GS@QXH,>A+\RK0"C[S(. M?YPP?$3OI9!&4L"BC8'XK)8B901.*-3L%HA?C9J4,;!.& ,3I3;8!-4)0_$1 M5%&K)E51X5"S6S ^*U74BE8%1;EB6=QP?&SBR0#|QW)OTP7D(Y0D.+@ME05@^]V.D)IFTPV5^KX)5L&-?> MQ#<5^:9?:?VFKBGJ^[L>4?O%0,NE>)^X>;^:,]<&,^A8=[C%&]*XI8^C"&Q"2 MV(!/: {[""GZ^[X*B#$0T:6KK\'GH)ES XN\ZM)(XC&,]?MDVCQ5OSFE?_?K MP$5VKG@GZE4=R]+/.]$Q)VYS**^ ()7 MOK+8N7D@Z@P+4>%R#X+MW;X#X(M%)QX[BW\Y- TQO8M&W,]/F9.4OG4>M1_W" MP;P#-O}>>'O6Q6HMI[&;D1T=?CFY7X=:7Y>N:"G.1EGBK5E42KQ^KJ?K:IC9$ M#'8-#"RS.&)"9Y4*&.K-ED(S5 &L#@[7U=KO!.*LVJ!OZ/S6E%+\TV*5(@.B M4])>N(>D)&+EM9?-K.H5>KV^1SB#,G7+51G7<>BCCC!\YXO"N[ZF?YH6]:5 M:,O?? !\FO\]_OR97UP_W_3*YO:M<;;.[^V<W5Q?!ZRO2Z\,/=W-M_1ZYORG7]H\'?]_OI(KW?[/-8X!1B3H*#]L&E@F& @3H^>S-*W4$U+S@C M.P#SN%9>]U-M-[2T1EX=WT]VP-):9DJMVE32&7FKKSY MEB#2[XW$SC8C":7[F&-94HU\+'V8BMLL\H(-.5E9CWKX'1'[I MIM6F=-/V50D%(XV$5,.0*F[ZM2QF*@M=G.*8.4L6,Y6R|(%DZ9#%3%NRF*F4 MI0\D2X/]'Y&<0LN3,VJVA 2WS>."W .:1]< ME]GZ&_%=:,WB* >$&G\&GC\.5^$ PI/R3WLY^^O.>.<:Y}>@B PMYX6,F/"T08Y>/KK-B%2^ 2+_CC3^C9HV7KS ;.M'IEO4\\PA M4"26FF39])>Z"3O"M]>WXFP>+"2FCF0H9H&D!M]6(<06/8DF08S#+'#5+'4; MR\L(4D,)@]DC6819(G7=P714!NLP#C)'SK*5H/O(SZ592A6446UG_N.3RWB M%EQV"M@J6!D_^#8**$9P6T*2\3 ML,BT;D|$JVB?<<<*QMQ\LSRU[LN1=>V58D]"@.&9*(UU:7 >1+F9;51E9!Q^8 M*&CU/"E\4GCW\ENR%%ZLT5INJUF=MB.%5PKO!Q? >#=LYLAJ>>JG;*K?WM^:F M\$KAE<*!A=.=I?!B-=URJYU5V>C3"]%LQIOS8KP)12SF>,3))>KVR7J^LU_O1 MZ_5J0KVR4WFKUYO_:K"R&*XLAKLR\%N$"IRRKG.'#D6R(=W_;_I- ^2EG"; MI6Y"N,ND2T4LCM9(+LED2V1+1JRE5H6T&Y++;$MH"P?M#5FCVT&[(Q"TC^U6 M9Y6CM25S>R/J,H^8GAH M6X#^EE/X*G!A^_<(?L?:@6,T_]7ZC$#%E*:,)"21;B. M581KC6TO;AAN>]XW5@?FMU,KB;IF/4DM$V;"C>!OW4JW5,W0O03U^59DU, M12)I-9(V!)#;#DD-B22)U$QT4I9+5N8Q9QH=\B: M2ED5ZVU2UO%*&NN-K,IBY,OR*R9L=DA)2@D;+,FLEAMM46<)9EK(W-M-DG% 7)ME@4#2P$W MFX(L*]5Z@Q@549($/XT6DQ1PA[Q=^7CKR0?LL&"VUVQK;7=RZ M -@BM3#R?FM'<7F.T\V;X4+4)*H-&%B M5D3Q MN=.R9_GL67$SU!^93^&B0:ZIBVF^GLQ1+]+[Q5U(DSGJZ6R*@^>HJ_52M]TH MUU29-5H@V!P\1UUME+JM=KF9V7&]$C:GAXUV\!QU<,>[;0U@LW=:I82-.+ Y M>(XZN-;=5K/<[H@"&ID<===KE* $MVSOF$Q9Y8_LL.QJ5316Q(!P/BA0>0?W,\ M+!5V:)>Z]7*CF54 -F=AUF(^9D-JUWZ Z2!@FHV.:1$QQ +,A36LOP(!AW&Y7 M%.EAB@28#2E7^P%&0< T-%'VF?"YPUOC^V5>7/H/F5IKEW%! P/9>,.'E(VM9BHI:Y.5A.6SC_+ M0$ ><;/!:LL,-QKBIM99CEE+W.02-QN,M\QP4T?#O]YW;RGA4AZR(Y$?Y"UX-Q M8%&?&>3>'S&7X.9WEXV8[9G/C(1+..03+N)\EDGR17I?)LG+Y:K(X%C*DO>@ MV_#;3F>GU&NE;KW5/GVH3X:(L\#&4BK\7MA02MVF)I>=BH&-^F*^^U[8P'K! M+8F- @F!C*:E]+VQHI6Y+$6!.D%QWA!>C1#??KZ(1+ZD+3NHLS3!BQ67$B3XR(OSVA6WT M9VR9E8.I8_[!L$]?DW1.O=15Z\LYSMOK')FM*DQ.M;XAL^IX]&J4NDIS>2.3 MB= B02N=ZEK>QJYZF]"ZDK8GB%5ER#X2@6O#4E:QT-5"R?$K%8G\Y.2?^0< M^Z'EO) 1.Y[8_H9CLI%++ Q')/D-4/QW)/AOU+3QXL709^XCTRW]>>802!++ M3;)TM$M=F1@K+JB.92UF 24L'2W(3GT))U$LQ R U:B5N@D59Z2.$@14QS(+ MLX"24NJ*/TD)^QEST[>LR(DB23GV?==1KW ?2-< M7\A$^B*]7]R5*)E(G])V">1/MT6OD:SU.TTRIW6\D*!#.P?$COD)-5G3:QTBIW(%/(GY*[+2YWM&DWBD*=O9)U&^)G0ZO<*!VQ$_DSX6K MD:AK:;STEWP:>#>AT@[3P7^;9.'8O^-"P$_|OM"!QEP\;!P MS__.)%C)""^B4?V"I(P)W,QL|"6&S*#ML-).K795'BU3B6# ^*'$D @8VE"M MA1VRR"+). "7[&H ZM:S5E^NU2=1],-0=4=ZBH?6VF_/W@7KV2#A/8F(*@(L.Y?]^?K M?BPZW?R?#+K7B;O'FSDSP?$WJ2TZW&,.4%UWQM"%-\P;MQV?> <1W$+630!+O!*F=6ED<1C&%/WR;0'K0I_;M?I*FEVP--B$@2XP M76NN8?J&=B-2U"=<=>)X)@K0FX1 $8++RWQ\G\RWE<&\"T.2_Y2^=1ZU&_<##O MI(E_+ [P]ZV*U%G8S"HY%7XYN5^6E^7KFEI5-2WQ5]VJ)%X_5E/UM4UM" -F M$.U;9 &=*[^'>K.ET SU3EC=UL19@/RA$K6FULD-S!=+$]57^V'#T]V$))D CS MXTW*]=2##PV]!0? %9RZ<_<=/Q'-UT"=&!>E?:ZGM?SXIU3\G3R5"+9BX_9$O M&7N-B:O;OAM8H$ -,QA3-7IF41VICFGDSNCVQ"H#E|&?%8IE:W=Y6K#Z+1=O;R_Z]U_N[VZZ%!?D5X??GR_ONOWR/T- MN;SH_4YNOMW_O2=HWS_]L&E@F&"+?D[5PUQ852VUVM*2;Z4UA12EVE0ZJ9I: M?;V18:?4]1_/UCX#U7 DKZ\6>GU);O5T&)UMAA$B]F@#2=[_WC-?R7=X:N21 M:U#CBQF.!S*ALQS<2N;BF3;!Q"Y8M;YNM_BFB',)QJF^]4;4=IG[PVBC M9C7@<3?OSVQ1J3'AFZSIC<3Q@:=_83 MN=:|\|GT3>;M6!PC)$$FR-I$WUW? 3]>YXI:5N&,^8=3%:A)+ZC'-Z+9>R.A, MNC-?Q4@:U<80]K&'DV818FDW):(:!+[^5H8V!?*#6N]VRTIS[QV5>^TA1NIG MDW0JL9YOK&\XIWT_K&N(J89VVCKP$=:+8)"LVBP/+-5- RPR/:W.&_*R->'+" MU2K\6T>S9>(ZSR:X+F3P1IRIW4*SL5M.;9J+167H+^9HG5J9UC%OH:GLG,<@B.'PL0&T8=H]"(#PU+YRH[9WMEH> M9V.15//M.PV[H(+WT+8))"J&L&S0MO-"<3^<4?>"3U]}DM $2;CO;94F0 (P MBG0;$^E#8F.#(DV/C1,X+/L?,9H!-#Y& ^0B>T%D94(_A*,<39GNA*\7=V M_ *M{J-]@R;LC:C+? D5:7LZ1,@GE[5)7587PRZ4I>5@-N#TF\,0^,=R+C*Q# MP57?Y0@F(^:!QTW V&?E,R96A">E[E,D,$]S?*JM^QO4WJVM8R4I=L7"GI?V MXXR>'4AOUTI=K;-/10AI^HD BPV:+54L\#C SCXU@:79MX/N&S.L]&H;IL?@ MSV=F^XYKLM4Y)X69Y ^M GUJ6H^X78,9MS.Z)@%?Q9E,^23,(Q4TEH;@@@0S! M%?5MTF E78BQK6&(L95P/*\T(@^O2!T\+9? H@>L"JXOWDA#3KW.K>,7AIDPH MJ=0[=3M(+:..&5U0OKDRFX-M(0.9 D+DH$IR"V!@:,G|ZU)PS.I.C1YOC3QZ2N;&I_2SMS7 MSD03(,O$|R-A(_,@ ?D=/*YJ.98IC4330Y<5M6 M\'R'$,QS10P0TU=2%XVOK*2M>'"K"% M!FN8X&*8?N"R#U/ (4L?\H&^\3+^?2#R9(|(D"F"!/A-GK3MYP5@8++#[X3<<2P0%[81K:SWf!ZXW.K@2:$IM6N[MU.V4.PU9>KH(]$JA??=.U7KMV|E,^\]ECO5G[$SB16)0LXO:M_B+'5FN#,|H MN5D8TN!7!5>&RVICGR4_:,;B*^(-NO6@(%(01(IVZDU_Q35E@7L!UGS%'!O0 MIKHS'COX:4? _67R[!+!9-C>,.Z/[_?"2$Y2?K)"$;[74;=9EM<*8V/+W)EU MV$BI&'$%'2O^QO*EE9FBM@HT#\;!9DK.^\@COT&)5C'I#$ATB&D&7D*#WT# M/"'5M56D4U)$72CB*W_P3=- @MK'/)I;BF@!;FH?WPZN8C/M,_TV<_NM[%4>0 MEJ,(L-G2 MKZ>V2 N0 M(WOX:C.)XI/.!%%KI6ZSK"B:*4^9)*V$.K\@%!4>.$C=:\Z ,?*TBZ@K1P6 MH.5]-US;XYDP_!? VK\!\E[MFC[5)FN[0 *UK46-TH3 NYZ1^9%YOFOJ/C/X M+-E[;6+PP[^0##,0QWI?JNW[5K0#I",]PICY2GUT/ATQ/G9:EXOF'Y5IKGS6Q MM 0W9@O)(S#(D<& [_+$-5*72VKI&R()4$XH8?MYTT0I+?#^<%Y-[>2Q23) L+_IZZP+6,:1!6?Q\)2@VP(XITZ(Z M>OARE9(EU'+#F3:-H9I0$]/^'+1;_!!X&C&T\|#,26UU-\&D*;<2UA-EJD7^-MD-7HB 2M%CITK880NQ@_0%&3M4J9P?65ZGCG&-=F$4JBS:$EZ#\/--Y]=WD'02(:$LIYAO/&(T$WPED!.->$"- 5P6[8;MZ1IR\O>NKG[^AO M_6A AK/ 6EJ6?DEIW;W/S96-A^&O!=6-.[#=H3 2L'+1=XY=B5,K.!S'CR3 ML5[>SHY<]TR#'P8(ES_%A%_1O>$PX^Z%!_.@.&$/SH#.S,6G@%#TO#T@(Q>% MX2^FWM(41IG2:@[T.FO6!P9KZ^UV@!%6.5 W]\V6TAGGQ'<]DR[&ZAX "9_ MWB.7OK K:AOF.[X9#WMC9;!$)6[>.TQKB5>[\ MXM.!Q6{IL&YWT.(QB]GM%VIOXIZ*W(OHMN['HDK+:M;LQ-WCS95SQ0)2^18=[MC.$,"E8/=.$- $V1L!<>\1T^A6+0G/K,B/A<3K#>C4 MQ GGYC.7610/NSM_,0U_%-|[]W0DCBKS5ZA_^A!X*]^94S=)\|F,>;FHBSK M#)U8#,@C<&:?X#%IH-!%%)QX[BW\Y-TQO8M&W,]/F). {OG4>M1_W"P;Q'*'XO MO#WK8K46=C,RO:(O1[>K<.O+\|G5-K:]:EGBK5E42KQ^KJ?K:IC88F1EL_UMD MPLIC4X=ZLZ70#,69,_'&1.U(_E"}6E/KY 94*-A"E3\VF"6'}4 BS(\W0352 M#SZ9QO)DNMG"KM=*\4LC M=T:W)U89N(S^K- AL/>,6B_TS<,^S),0AC&O:+?3D:NADJT+HI[<"5K?@^V= M(/"!^GP.<8:$>T&YZOHE&HQ\|\',?WL/U6@XQU(K2ZNDW!#I_WY-? K__?DVN MKA_N^V5R>W>YVL X,5?O|OO7/=*_)Y?'W=[WF,|=7%_WK*W$)>W=O=WE|\8WT M^G#A^_5=O|=R (MJ:)7M?J$W^F\OJY=1RAC\N,,/!91ZN_N.? M|\,,V)3N32W165) 'S[QJ\6KZ<3>6#/T^DP;W+(+/[J&'6!@FTQO&-R_'9%$ MBQSK5)M%#OQ_?O%X__(WEQ5V?7%Q>WO^XZ[_>_48>0%(N M;Z[G,K% WQ@Z<#$;,1BZFU(!1YQ ![64DE&_4L_T[H<7.C\/ <;Q *S2W\)_M$\C?2OAL*X'\ZS!_5%'F \3):AYV[U3_.]*?H._)WNA*]B/%N_W1.U]UHXN* M9,"W?L>ELRLV<7R86&R]6@8'|XGQ\D@OIC\B)CSJ!0//-$SJFN#_?H) {!!UV MM79^&7ZPS/|4SN/+^XKCQQ<"+KGTNDQ%9F3 F$TF+IM0 M-5P"$@?K6EA],.PE=LJT/4 HTH>F1=8(?>=2;0[,OR(_VR=\QQE'3N M:$%V=.SZLZZPJ:*);)TF2LU^&;\+XSRH]B%4*? M7!:)Y8#Y+YBLS-_>8G"\9:ZNIWT/=WI9[-W&KZ@O50+(B+;RN<*#"0L^3 M)I$P>=_EQ@$;B08'9[0A]?^QJ^7- B6/)OE]%X3M]7W4$9I#8J^YS!&6[>CRW MRG;;[NEW_[HAT '4+21:BY?Y]"\SCS9 0A(($''Z8EPV:#E+9IYPG MQ\3(+'+(2+Q?]4@4.%("1TK@2)T!CE1'X$AEX4@)2*AJEKF>- B14(??'/7N+ M0:G8E@=F_CKB*0!Y8I=U,,2'3L5^4*AF8Z/$!53;:MK0X[^K:F9]N<:M&L^8N M]?(F>UM LY0^MTJB%%26"9*B'@KIGFG'$A498%"8\I-$,2P+ MTZ+FFW5X*;ZL7W*>=CDIU4PGBY0V G7Z$1PWN;Z3[VQ?I>?!!0X/EV$R2>+_D.5'/M8 M4&"IC|*KS(&CV,2OF>]B4S5 *-EL:MF+7!L'9]+1 M53[Q#-6F:U!UIL:QF06^@VO2+E? HG"))9/ 6[5P\V/"&$*Q04B M@ND:.^?=!.EW38VI?V<@C;]G#&(0HLQ&;"[Y7C8]_QX&?X&TT/)"..-7!1 ^%J M"T%I=XIX1,&!EXW8&H#H2L5[XONJX_$V42JL/ZF\\T.'EC5P?3BLV?G!#? JL_UZ5/T1\|2\=*^ZP+|JH7(-'*/3 M;Y;MP4Q"-V(C.I7@>5T^8Q0QA MTD5ATFYN;5()]D.U61YQ\H@FQY8XG*M79F63X)N=N_AR7D{4<4A=%)DL0E5 M%),FW09)DXZ\M9>A6JU"JFIWWF&:"/4B(B"_@:G=Z(C*86I)0D'&EI(K N'GTCR. M5?#PB_L%5VUXJF|(5=C+-T%KKQ!;G;C3-SQ\$17/=-@6QVT>K?78[S]7K3OS M3.54=,N)Z- XR0WB-)*Y'X/1N5;3K*I'7L=|_KNR1>3BN88^"QFD+DTX:[W. M6 G;-\1W*HVMC3"?B1C;.%"P'T$!HEM0'R#U57?TXJ.*J'1'NC^G'L:U M;73L(T\GVFY!CEV<9FH;@6LO2#;230\F_Q#" 7XE;N77O2!WWKZ[MAJT-R.$ M+!#"'!F&02:Y4OHPN*8HM^-5LF|EMMOW >"%$G1-V1B+1,S;$ZHJX#FF>€ MUNEWCES6)72%*4NKS&Q7)"M 'X@:+-BM?UOU3 +%V8S3_HI/KYV()+6,XQM+S M#C;*Q57]UAL*KLH=H5Q3/PM7-2QX6;|), +6CQ;L*UEH-NR%*(N1(, MC@8L(6STQ+(_8@VI' <==*Y4V|HE8)'QP1FY]SQJ&A@U;X96QJD+4F74.W|SK MV/K!^$C'P^?=%59(O96!@@\Z%H+W\&5\TIT_'YF-'Z@3)H?$?*E$U"R#%;AJ M OY$;1V"U>$KX_=\VHR*"P#9[Y58'V/- BQ>H!N9/^XNT24#+82>0!0SF@ 9# M:H;/DO",_5X3-JF\M544Z'1\9V2#I8Y0A4Z19H-VH)G9S$FT5Q7M59?="'*] MZNFU5^V*\]JBO>IQ- D@Y^:?,J'0WPE,0&>,V+@JTX;G0G;"U%#!?JTQ+NMI< MHY?PUIZ2T',P.LK<8LL-KC@L&!G+6ME,_2-JG>;W70FZ@<2$Z*PL]@X%4.G MCGIHA/"&5I_BZG[0T>SGU7XUN(K8K C[?"GI" M!0-67X.&4S^"!I)YH.IW%5+UL?#?@8[BH#L7C+Y-O]+=5-V'1T(Z(K.9FOXG0U0*\-]EX%>OJJNM.:.M],VP+'2DU:3_UMW1E)G2?ZJS^1?I*]RLP57?\6[ZGB@,N[=6 !!I?

ROV#]76-M2!,|I$@[$NK"M7I3T:%X9VI-5M(OU"&X)CUX[L+?C|8;2B^DJ&<7S)@\)ZGN-M@3=!)(,@CJ-;CGM1;M0[!9N,I7_>['7$H');4"5NWWIC;)N&8/T\-MMD95&ER5WS/NJ*9?1E>X\VOQE6'>5&5S@^9M_S6T_WZ5LZM=KCEOVJSFF-:M-MV0C7K5F>]^4DED:05,DD=;HV7;;_:F,?T\DGF9]Z&GGW\&T?>@B'W:SUFSMO-M^U'"%:A?!.F?+:IW#LQH6;=J2F?K*N"39K7SY+;38{CNX1FN??&E=&KMEFBO-M(GCN+'CN\,TR>QW@N2X<KP+9QZ?3C5VY5XB01=58>N,@K=]T!7_0:WT#K=BM#5-MZ<8ALG/+&P.PEB&^0+V52IVP(IH9KE;M-,$)WKYEVPTL=<62;_U&6=[+KSXP6>X>/R?8[0(M.MK2]OC4>L-K1XLN28U6-R'^38O;C|IFI-=>L4@:,*[*'BR@A39]!\AW&9[5C5]MI1$3<3KV=8P@)$'2XD9?->D*=Y%!U&,XR\GP7TN@_>[V:,&*6[=2/M8T@0%:28?@SMFA3'^CO3+O_-;&N5"F'X-M(=BYH,,R$RB/D12S-*9W+Q5;#7E/4E$0Y!$09'_71N-ZV:CL338>8WYK5=S7-M]^O=U3E-)M'TI]0%.7;)<_"P;ZO1O+AJ-6OR]FDB)>[K@1Q9@H<%#V](@Y!^>-MAUN["8"*

<'0^OG=W0YWWL.4U3RRI>QVUDS>;6R7L^C)=A6^LE1B_[N79=6G-[+UMWZ;[-ME\;/A'J-7=-OLLW?"><+CL8!UV7.DO3[5=6'!8^3'OO<0[6+XQ:,9J\#GMG:IN2HCM/P$]\/N>I379@*G;WLCU;*04U95L1EP=/B.]L8K2RO3^"B<[537)M"1]-@+P M0YKX_ZH!4F53%(GGBL<-54GAT;4^?VW^O-R^K2D>M.PA%Z=GA]_0J$M+WH75\U^K2UO[>@\DNPZP7-GSG,'1SUJ-?K$<_+VZ'^"YP3/'0//1QAJ24W-M+]ZZS5]CIPB>$SQW#CQW6YCJZQ#!NU-M2,'X:1:<'#[O6U9-8:QU.EN?726A9-KTU1+(ZO"IR'(3R:JK'"%#?$R*KP^?.-MR:V+]TZM+0ML^Q.BJX,#H[3D-I)5]I[3:IR.$/CGJVLI%'5YD?^]L68Y=UE1*

*MW^Z456=9^NY6VYLDN%IP=64K+^5N6967@5PNNKD;I=PKJ_Y2<+7@:L'5 MU:B_E/MEU5]6@IL3ZB^7B^$*U34]CZ9,\PSV,+XU7=W]^%W7V%U4#KB^[.F1-M5X,Y U-[9O:K/F+,.M63TCCVJB>L=/(+WQQ)-8%$_,F*JI=CK.41@O53Z+J-M250]B:HG4:(BJ!X$255LW2I3]73(C+)-W=Y=5N8).AS.P)_0/WAKA98B4P^T-M3J/DD-ZQ>P$%SYTHS\$=AV,#TGSF*2ZA/-WMW3X-MUAJ3?Z,N_3YE)G8FL!F(Z:\LO'W(@)B9W!N+T[PT5>&9ZI]PP|PBLJ>.O89'YQY-M%;]Q'^W;/U734^VE;VJK4QRG;O@;K,C?BLBWQ.:I>;UC^)0FU!|HZU-W=;CF-MW=Q"F=6/9%,SXDJNK^)X2D->%"!FX2)-YM(5U?,'U+/QL!,%9\5E>_]M.C.]"5((I%'0(3>YL!2L-M066=2%RZALV=)0;E![FX+_N=@$2R7Q_&F2O\.2Y59)_4J1%H:HZFTB./0)Y-MHEWB^C>Z2N[_)W+]C_GD0E(-T"+=]3:?.>VY/0(1Z!D.#D[=FZF*?\VB.%+:-M_=-

*>!KO(UJ/YINDR.5^3NUH"2;LL9_'=T5#U(&G_&31K9N-5,CUP'.00-F<_(_]%&W*3.5R=W.M<-1BG=908[U1K]=F:K7'%G4E1#_NOOZI$-'<!YK-NGD2_R8-#N-M-:D1;IL-BDZ%-/;?08?S;.JWS'799!TO4F+'TD0?N]()M36N\>%M$O->R75D-MQ[%&.O7&&=7@N=_.D&!(*9G.W5,(M4+VCA\6DHHAH*52ABKB-MQ-@#E(K@=D^&]AZVYH(]LO!K*V/=Z/9B&'XUTW'560T[&^'OP="[Z#.H,K=?TY]0-EV_M$L14C[12S]LY?SFQG)-M]Y8YVLQ":'N8W=9IBL8KIT-#FYF86]-094@V>EO[6H0^<6-K\V@6XON'-5F3-M6#S*HT2[.^-3IE33B;,Q-K<0CZT>+.W8*"VA=7S1K.MN2(45*QXFF<>=BLI2..9A\5.CW4ABO.&=1?8[465#M7%;*A8%DUA28$)ATJM-M4=CY6<%&"X+#!(>5E6]8(H=U*:6W5?@PKEK3@[+-JI3)!G!5NNO446?FR[H]5-ME,&\/1ERX@.F-$10E(I2]!/A&Y)?IQ^L^2)"66_F$C@+#;((^6N,%4+==-MHK:MR=*-P8#%X;X24+W.F(E2'\W+?0;UVCUT63G3P92"^JJKIQA&V0[*9IG$-MMY;4ECH(Y((B"Q:P>31EFF>PA_&UZDR_&=;,LS>?(^'"W"91^HSLCPW(\FSDI-M\&2=QI$"D3FQ-4JP7I,&I;HM*ND?$^S2L_XN_;-(+/@6P8*+0"Y5-5HL]0-N-SLM55-;YSFNRLYN-B=6"@Q4-M-?6VLNO6;(3KUCPY%+*44$-<&[6&G\I7$-(Y>\=&6A/>*,!D;V5FM.?CI*.T-MW;><\K$;!%E-2A?U\@>?WNI,6Y_:OEEV2@-WP5;O@%W7Z9;E-<\MIJN8'7_:M#K'M9WWL?)75)K1FB/\"-2JO.J+0O-M&I5F-2K-WSU-;O1Z8?\TT=^TLDU"3IB_Z3%W[6L5Z]H7:&Z_6);VIAO&P-1MMS05538=?Y3A5AGVJ?-NOL1I_L1"]L;]"_2G-M;ML>*DZ-WO"#'J;GQGD:M=<.!S^,#9L&43H9'OFGX"R=>08=S!j.@PS1^2;@16/=),EC(&&BEPNDU;_5-M0&*5>:(.HF"VS#(TA&%[X+=R))EH-$47KU5=]T=.K@-M21SLX?IH2=KE*Y,I(D6BEWGD[G-G6PW8R>Z.8YGO9++R5#\XDR93-1?VBX/+-M>V9@S,:%EVN\&JLSYSM&<1@94*LG2$M>/4%.!!J7^^N1LG/+#-MKW7KI],KMG7&IYS)X-NB3Y9.LC(]B9UZ.\^K),/+*)DXV-M4D^OM35F1DG44Y+A2N]M5E.,>[%BVB]YY9F57A61^[^$@Y?*;.DK(\-M,+4UHL01+$LP{PH!95-M3<@BEJA0E;C%4GEIE:(6F4,]W9B%7Q&W&9'D08<[OOM2D;S<7PO&?R5=M(Y(<00.BZ$%3_FQ"7,!=C:X*_(U-O#0)R4:0UH=H

*<(.@_*U(F4323''H% T2YQ QI=I?>_${G^QWQR M(:D&G'ON5)O/G/;<'IEPXAD@3C7=FZF*?\U2+6Y[_KX)4^-]1.S1?)-86(_M''Z@_W5#]F=K1NDW8Y=!FZI^7ZACV|[-JO*D?*

#HXAOH0PC;BDS2.1VI(=.?GYZE0=12-MIZ)M:1Y,Z8=[@P:O=#D@?TUZ-\6KU?F(V)A)WVX%_W0W)M5:,&>=&-(PNL>S J-MU)%M.8ID,(Q,&5)P!.$G]JONM\&:Vl:840,DN,2VX^)AEJJ1&UVI1U96Y9-M9$*X2%>R[+H$$_ZG9S))[@7SC<$SP4,=(#5G[#O,P+)X4V';!*5$[5WF!O$P\,#,O^X,UZ7F%&-?!L6/^E M-]6AM3"8ZS=N4@U#*

N:8,&XHP?)R>4N7PNQ,:8/=%:75,?OF!$/P M:PXW$/?\'8;R)\T:,L!5B%7U#^RC>,/F%GR/N\AOTZ0W%S>D6@DG]HM: M6+%D6osKR,69X%W7_*74LVW(#!U(:669^8D;":'#9:8P:CK8^SVT.:=V-8/ MC)]&[K>,#$EZ@1!'G@.,S(#47I,>ICL+5C'?7]YE#LQ?]@Z,0 2ESF,]NF"J MS"2"\QR\;\AR :6=@H^LPK(AK:0^BSIL> M.>QP\,&I1E5HMC5B3'-

XC!I#TN$=<4].:H47M5;EF53QGGCG"B 39(_#I[6GATT1J1OT7&9>"D/N+FI091D33/>VW4, MRQ?7#E[BFL%&1D@$Y!EL>FR)G:\?L,\23)($5-1N3E34'3+',B(GYWIX"!ZQ

M+IWH6;S_6=K,=DF#*XW<'D?A">[VZPVY4QBB22Y%M=[?W$?5ME%+<_SRY#+DJI-MF79K4-7VG<2X9W""""\^)"4MX6N"[9I;MUPD9%\C<+X+LG3.RH,E 2>%5*X

M19O.BS7@CH?@0&+.+VAY%,VC[V+I4+?65;EA(7Y.0E1T(T,,'6C9FZK5&JZQ$U#*Vl.P26(\Y?:6.G%DFXX0>>MUC;KB:-()=4]'R8U@0ZOCAA]#1 M%67:22Y3T0?.'52F:WQ(-

M/-5^90.$B;6W;@-H>7@%9E,W3,\P@=9F)BWQ/XHML8==L"6EV03IKAC"P^1 B!PE SHTNYE/*KC.UOY,N#]P;SX*O (6?HXX_%4XB6J(/"W M+-<_,#X&(PC^<-Q:D)Z:XN5-SAA/32#-+[^N"/\5?*)3%21B2HR44\U$[4M M,E&S,E%%4FDUP_NGG52:GF"85+C4O&SN.<&P8"!X8!C6*$RHR1$(WFM!4J2I M+7B6U(5!4]98H(7.;=^N*='0<9CK!/F&7'TV]%B6E.-

X(.@DKHCSS_@*E', MG/%R6OEM!=:ZCK<[7*0ONL<(%M&)5MH"6=BTX2)[C1B0FOU^XH%0[-D@%M M=\#GTB(V:IP'3H2>G\>

L_U5G,%L@+XTQBI1<9%,.3FI*7/]W']N/Q(MDQRI]76 \DJR^K$HW"+@Q_L>BZ5]P3O2>?\U^?J,"?@H/2E!#3]Q/(9K]*[@MA""W"B:!@S#B&LD6D9,SC(V;-

/&$A22ON+$I,D.D'.R5=7A AE\9VYNB <<>PB?5>LW#=D@Y M:*;#/NGI!T.3T@0=FD Q8 ZXFC8QZ;?F:YJ3G3T8G+OJC@5#G\]

M1)M2W#AI75RU;IWVUG41XIC(0T(/5+OLI_I3>D4)6<'?VN!?NQGSWG(QN'W<:>A7L;^* 4V;ZT!8D*W+F&LG!;MQ=QIU(.4>Y!9UQ> MD1R(JG?;!XE%K?>$;*_5YLU?W8'>)

<)B(BQ6!&1_)SI;MZ1RLBK%N(XB #+Q MJPDDU=:=A9#04E]:F.[(XS$@O^FN'W!(AF0, ,U-YB8"ZL$CR>L_]+-dWU[6D M3_K/01/=L-

4NO=W,UT_7CYU\@0?!D]@[+*3CWS^%:0?/CEI%QYHQ6]88_J5; MX5XD Y<_"Z%%SLT1OY\R9HCD#HRD<+0', %=*+,(T9=<'D#0-[Z^9T<\\:']+=B.HF\P,*]M,AV

MK&#'CH]&CJA[$4IH4&ORZW[UUK/V0'$;A]]IVD?W=7YRK?D=M@IK]@'K$4R!,@._]#%;'6;]{4^L-.]/78D/#S=6P4RX.9&AA(PY[,3 ' MFV^]EK?SN-

O2*PE5^P/DW(P7_,8E5+RE,5"O-<0 -'^'Y_JK.W+Y&$>Z/?)F MP \@J_Q0-'45SUB;P5)'#AMEX0#>)I36BB')-@H,C#*/CMUQ"U!+BE(L]{A:0A9>#W/HR,# -/TX4

M/KDM=E1)#]'6ED0+ALG]|("E(=9BPBD(?Y-$\&!_ W+VFV&@_ E3#Q90D6/# MK*4VZ@B$;4P:ZK-Y2" K,PW;.$0\#KOC6,C5*"!1>H_P=.2CQK8V028#:"/0 M,E&LG!(_7F)!U-

)E&WDT1U XF.GHYS=&E9J:7(+X/!{Q C=IQ?)#LX*E!U M7QL(F"W,L!:#Y&%)\^R #!)&M!(P)%0\ C'N7PB?\Q8C-/"(+_5X3DB11!C1 MW$,T!R@K^BF:>U2MN4=-'

/<05SU$Y3$!2[KIP]Q7]9Q#-.VX M9Z[OP%AVYE"#/!T3BBD/E2N/,64UKN^1/R(%4U2&X_A1.TPFF2B0\[P;4O M:IS'C7S9]&M*)EQM0> 9HK7IZ5#R3?

MXU.7D);"9.9JDA/W484T10X"!29;2*; R7AK87.ZC2UF!-\LS-+*CARQL>PB\ M$R4\HV/!OSEMPH5$.AK:#VI:PA(0E)"PA80G!@= 5EE"6)803Q3,T MAX(+1ZPPGZIN@YRP^;2V:&=?

DB;%0+I]?'AZD1Z^27?W-[>/M_#C_D5ZNOWE M{OGE]NGV1GK\[>OWNVMI<'W]\-O]R]W]+]*WNZACM.-?@'QAMNV-QR;]*=..L /IRZ MG&IN)X\^9FZ#5.2S-_SM#HE:GTG?

P(0R1YB4$=.a>2H0*V-DW##V)CA AS M8"@N-%-0#=# Y*SI0Q4O.3MHZ,6+ &CI#Q=8>A7L;^* 4V;ZT!8D*W+F&LG!;MQ=QIU(.4>Y!9UQ> MD1R(JG?;!XE%K?>$;*_5YLU?W8'>)<)B(BQ6!&1_)SI;MZ1RLBK%N(XB #+Q MJPDDU=:=A9#04E]:F.[(XS$@O^FN'W!(AF0, ,U-YB8"ZL$CR>L_]+-dWU[6D M3_K/01/=L-

4NO=W,UT_7CYU\@0?!D]@[+*3CWS^%:0?/CEI%QYHQ6]88_J5; MX5XD Y<_"Z%%SLT1OY\R9HCD#HRD<+0', %=*+,(T9=<'D#0-[Z^9T<\\:']+=B.HF\P,*]M,AV

MK&#'CH]&CJA[$4IH4&ORZW[UUK/V0'$;A]]IVD?W=7YRK?D=M@IK]@'K$4R!,@._]#%;'6;]{4^L-.]/78D/#S=6P4RX.9&AA(PY[,3 ' MFV^]EK?SN-

O2*PE5^P/DW(P7_,8E5+RE,5"O-<0 -'^'Y_JK.W+Y&$>Z/?)F MP \@J_Q0-'45SUB;P5)'#AMEX0#>)I36BB')-@H,C#*/CMUQ"U!+BE(L]{A:0A9>#W/HR,# -/TX4

M/KDM=E1)#]'6ED0+ALG]|("E(=9BPBD(?Y-$\&!_ W+VFV&@_ E3#Q90D6/# MK*4VZ@B$;4P:ZK-Y2" K,PW;.$0\#KOC6,C5*"!1>H_P=.2CQK8V028#:"/0 M,E&LG!(_7F)!U-

)E&WDT1U XF.GHYS=&E9J:7(+X/!{Q C=IQ?)#LX*E!U M7QL(F"W,L!:#Y&%)\^R #!)&M!(P)%0\ C'N7PB?\Q8C-/"(+_5X3DB11!C1 MW$,T!R@K^BF:>U2MN4=-'

/<05SU$Y3$!2[KIP]Q7]9Q#-.VX M9Z[OP%AVYE"#/!T3BBD/E2N/,64UKN^1/R(%4U2&X_A1.TPFF2B0\[P;4O M:IS'C7S9]&M*)EQM0> 9HK7IZ5#R3?

MXU.7D);"9.9JDA/W484T10X"!29;2*; R7AK87.ZC2UF!-\LS-+*CARQL>PB\ M$R4\HV/!OSEMPH5$.AK:#VI:PA(0E)"PA80G!@= 5EE"6)803Q3,T MAX(+1ZPPGZIN@YRP^;2V:&=?

DB;%0+I]?'AZD1Z^27?W-[>/M_#C_D5ZNOWE M{OGE]NGV1GK\[>OWNVMI<'W]\-O]R]W]+]*WNZACM.-?@'QAMNV-QR;]*=..L /IRZ MG&IN)X\^9FZ#5.2S-_SM#HE:GTG?

P(0R1YB4$=.a>2H0*V-DW##V)CA AS M8"@N-%-0#=# Y*SI0Q4O.3MHZ,6+ &CI#Q=8>A7L;^* 4V;ZT!8D*W+F&LG!;MQ=QIU(.4>Y!9UQ> MD1R(JG?;!XE%K?>$;*_5YLU?W8'>)

Z8';'D@O;/6"MD>I*WW7)R<>$FRJ7_PH:TXJ5T!K38;.# M=2)RG$EZF@3KX*!=)WF.B &!04Y!?TAV*N-DS\JYCY^7]NE G&<{0^N]^B[& MZP>O;L?*

=&^PB&\%BWA=9,#.IB6*RTFB5U+",*,E5[*8E-YN M]#:O.+_)LI^U\%F>HM)>_8$ZO:?EJP_,U->)H-SJ]3>OV M[Z@=QPYPSJL\DDY#-*

*)KI.9(=J7*QNX9F=*K)\FDZEF#WI^CSIR'IJI"9Y[N/H=#9H*E/CG4T=16Y2.!V M='W+#N55AW$UO;Y^>NTUYOU.!>E5ZH6%I^!^]0W%=91*4REP*MV!BMA|C6-2& M-\O/.]:K]?&IYA +@85/01NO0XH4+:R*@[+3;'1:>_*)OW-_&XUF M?[:4M4Q2_IZ===@ M8U#M@3-O0511&]!X0%3*R-6#5O(IU39L7!!1'S'1#^`?./5IS3 L12<+1Y0QQAV2Z+/PE*

MV/S9|AQ,4M10^/H^QXCE6YHVF)LF4WJ9!|S&0BJ(Z^HR"5BQ'L[SW&,HOL2) MW2T<+1'6K90\,JD8>]J.)O>=&'+/5%4,80=Q)IO:6XQULMUL)H>'I09/-2%*

*MW.I";G4AM[=7R*U=%W*K"[G5A=S]0FYKZZ+-9+\8 1]S "PQCI*(*FTME,%6 M#"!J*(QE@7]PK@F67B\#4:=:82]]3X4?97Z;EJ\2XQ74SU6E>Y)ZN"D:2]$C*

MX3+"0%PTN<[C/_Q:H;3L-SDH1BB+ZKPL[9A-%'0 _OV@<}!=P"Y"^8 D$T M]?!3!8!->,Z2]=IOL*I1\[\"HGP6+]@,8\#]4K1?A9V;|,@B4QA,^!U@Q]=*1 M>!0GA$:F;-

*)!4J=HF8<]DK'FC^@606"=%@.S(ZPZ]5V@ZK1(,<@%42S5;E 5;JAD=!K7I6FCE @)N4#2;&%[%.8K?$74*E!+UH]@ZI* M>*"R03Q! A5]!:5,1'5,+9'=>*

[VCR501==2+&I&9<30%!"%;@I#/"+YU321< M/.=YP&\=/PX7'D02PK>GC9:%/Q)=D,D.G.R.#5%3-+.$A5?;/D@@5.>DFDTJ M:PDDAMOFV +V9]{I+^?&?(@:

M7N%=E8'3MK#;SG>\R$(5V0<1O:@XP\@'1:4T W9$EL[1!{J$&!<_&A,+ M 5:*Q5#:(@*-0^0YZQ@4# MFA*L(T6D_3UDDXWWB\1+^!HDG,>% SM!6(F[70Z+4.*

<(7@]R.,NBZ8E@8(J M$DAW3$'DQ(1Y1J;W.RPY\!^7~ZN:%CU@OXM/T(W-6&N/,OE9_ !0FL*J-L5 MO8]X4E3BMNVIM&3?7?,W?:1;1)2?=H+VR!%(O8 IH=[>U&*H/:0)9<]/V<#*

M9/>"BFVNN^E +-RURNL9[Z;#UE30?7R6;M4 5N6)"OUXCI>/"MGF6+)S%.F M7WK'=BGV 9D'T+.'\O!JUUCQ?ZE;N_=KQ=^Q)G>S/J77HI,/DK'P$-J{1;1*

M1!8VD^VT\E8103=>RY&+?/AXT-((@$;45X:,QE52D&3Q@@1+Q,VV\DNNKX-E M=VDN4A[JBXRRV?MZC25YV'S:&SL"GY5X#VVRK.}MBUU3!^-(0]B4EY1+TI{J M8,3*?$\A>P?*

*MSL%%Xn>-4Q-?Y57?16<,#W7Q.&,9H MEU;97*2 #'T'V95|HH3FT$"."VV Z+)77M 0C# G661'DA<'HI[EG&&:GE\1[I M-!5/-K9,=26RWI*

GD6M(_$I'+/A5VP1$'P.=X7VY!.$;R^$4B=_":YEY,?CHS/ M!4C?S+ASA&X("\1"N@N9)?4R2\+)@(Z)Y+@%TRX6%0\R;" >A6"+"K^CHM\2 M&G)9&5(SO(4/JTV\;M;/@=(

BT6[7&UEP#U^9R:=W$M#M@9(I4@6 _*8ZU"9P M-97PQIU+AL4-4 _H9&U!E@*XM0>Q'E\OG8^\//GD&1-2;ODI0LRKH%Y53W/@ MJ<4@KT;"0l-[$FN ^#J_C6$E!_'PX)SQ-

$"0X.=H21]!F&C 00B/7)FKH4(MRJZDQ%E;2 MB=B>.VEX$!X'MG)(L(KIB,,2VO:6 T".R+D5">;$;I^^_%[/!W@-:(8^ >%^ M%UC ICO]Q@F;*S6,%%0A=M@-;*

*(T=B08R%^5'XT]K*K&=6D8^=C 1>'!ZY2XG3-*=:!7'4@5QW(]5H#N3!U M(%<=R'68WJHZD.M%<-0-:=PP-XCB 2;H/!!7&&@A9/&$#+T1>0'8I,U9H[MD)DX<|>S\((4^X8O'P'LI'*

+NO"BZUP90(^W.!28GM|KTL,3HR$ 5F>,B5,N M!D$RCUT!W;+,%!(L*OP9*U1?(JE8)$ 81P',BZ'K.540*_%S&(06!ZDY496U6\ M:3T9#/|@7[!=_GW(AC^^?O]<_V/O1F#Q1-*

/2KP/,IR33]UG(965R8?&\]FHT MGSR>W:7<_-B.4GE$0L!:((-M:(H8H6P"FV]9,6RZA9(_5'E9V6+A&CN15Q!)QT,8D3S6Z'))XX83LJ->CNB0 MR(0_65/D?'($@,KZ?:&%(7&_I[_0/G*

*YK[CB?PRI]%ODHZEF^ J+X1%839\ M,.1FB,]6/*H8GNA%/[UBH\!#)!5&?(*?@T8?=H,I T./"'Y$>5%SN:QHL M#2^U<=?*

%!^1+5PEM;HP1WH))\"")0N3W8@/(;U;9R^^+S'U3>MA%)ZR:(PMW ML)ZZ,OZ3+/-F4NT9&X4]EA>353R?C!T<76Y5L[9AH] V]O?0&{(HE%%7#XU*

*M"4_J2Z*R35H\9[<@C1VERY2$?M(!Y)NS;.KW3D7%$O\\B<2O-=%&7*=D:IK* MD)6I7H[C>IKQDBP7)+1;0@.6/A6?+E @<-KX?46B9Y7'Y1 M@9:SQ63R-*

0F]]HJ#FR1B.O+7,0714ID N4+4HR MVCCT56-+0T=[$V L5GMCSL]UT.,&KA=0Q!,11NP<++>S<+CI#NY?]$V+/E4 MOL E6LJ&==&J'4\8"42*A4=1'ED*

'8!,H2NYKM9FV8M\O%&>@^SU,?:#8C?_M J<42RNFQ+%L!!B$$XF;LYC0V%-\F"^F\4Q%$W1)3O""-,U:&N"=11[^)Y MOEXX915E*

*^_&;U3^D=**M(WP]ZE(=$1;B_"2"M*AI+L5A"@N\"-'@+!L;) T MN9946M$M8LF",^T#+#AS7/RYNSB]^9V?#F_/O@YO*EIO9 M)$4A'_&LS KE^L(44WS6M"R,UZ"44,!G[(S(-*

TONX8Q?(//Q7DHN>,3U ML;C%;9'L5)=5?VU0'N8\PD=$5UG)LSOB(:>$5>1(2CY#-&[7+=RN7:,;@F7 MJPBRT2ON=|V_RBL6&;^I9-*35*

*^$5<6P&$$C.$]$Q:FY6|FY"V2U&*4H574)%I&1*F6X *#H74G,+Q5%/,)4:-]6N?C* M0Z7?("Z2!V*)< K6(30+.G#KS<'E5XGQSFX4$-%?D+&/AY9$)39D>!F*V50-1 MA0D*(>6*

D"+++WE7HQ@*OD104N109BC"-11=&:!R&9T886]TM<) ^B@P=%Z4 M\0*QHBQ1Y;A3L@&Y>V'1#2:+,V2N3V4=0HLB[46RNS*$H"0S+Y8.#!%R,:64*

MY[]F#E;@B25.7C[13<6G]=34(7-UR%P=,O?VON:Z=5U{6Q6,VCQ-F3!X,;O/M.\=UA0D[K2PQ1R4X820;Y. FCL%DM1)O2 Q7:Z>5

*[D#\!'E3^7Z8 M3C|A=`Y&*G@\WQGGW?|:##!5;,V^\T$4L0Y(LU*T8#KY*D!H8,'S5'0H3N+U MM;RIN,_"\Q#IR^3;TT?A,]MLF-"-GLYY81&58#YRD5$GQ7-K_? 889OG(^RUIK2=M%:#0;'K.LLDXG7LG3O(8D^#,^4+C\9F3+;,+TDA=#,*2'[%MK_]N /$34]OF(-M>O/);B;W]}YH<2;+8AP],TIR0"A4CH$3#JLM^:,;>BX?MN?J/'\UKF)V04U?_MJH[59QC1EYYY]}A.CTCI?D&"UPP+,2T@K#E,6;21#D82EAF?5"11V\2T$U-M'N6#@/4OT%F"%[?)WEXF[-M9Y;L1VU3",;H[CR=1ZSO[88O+>2]X6PWD_K{(<3A;#@?XHSLT=%\DOYY,AG1-ML,ZJ79[?*0KDDH]Q$7,3$=?^)(2B0E#OIRU 8@0=KQ0]1PS(-8*(!0Y%"]-M2'ZJ5AJ8#U"8M'%/B)6T17G0WO#XY-TV9<)WNZTYY,YI?,AY0I&,!(N.11*9=M\BSZK!E8!S;Z;&1SO_X^+C^M!],I S840#,BO)ZY^FN()CF?#$[@W3I-3?#^9 MU=V[@W(,7P<1@\B2 M4])'::DD@=6#%"Q'7C"EYEGVQT'L4R*BM;[I4%C- M&'4\19@MIF??3>=RYQE-L"@H*},LI \,"D0*&%3AA"Z[*N>7*GA,Q M-ISS+M)4 UVL2RY+EE/P3)>ZR9C1DOF+/CDKC(NMLY(_3-EL-)*+Q! ({(OS MCB59X^ <2#\7KEF@<,=&)2#[UIL]-U'TR>-=5]H\99)W6F>MF[":5#C/3XO-*D MI$ O :OY?;@*!SGT4+%[/=4D!@2)['-:*RAF=;6Z=A+!4II\ZU9L:"%C@IH- M+Q"=7;] D+&$##BR;F;+KDP,YQBR9A@C#;)A!9AWM!]"Y"QX{66"CC]9!+5.4:4(3NR MC%ULY!Z*ID^%BLU42)NYf!)K_E8^@B[$6]G*?:GX;E4O7>R>1&]IQ]TA-81MTWV^YOK^U'"%^QO$"+\;FT261%3!GZGK+OC'P'I@T040A2'H^=>1&74724U]Z M'0[\R(G:8,J;5ZI]@+-,)/4-"W!MN/7,+#,@BS0B.![*'=N*I'A:X-69& M0U$TKG-<4?:6X4H+*0*Y9R)41RV*6M)@ WEK@8*]S'76K0]QW8VHIXYR$WJT M$T6[V@\8+6M<=K^FX:QJLVLF3B9=8@3+BE&UZ--F!@"2@H0(*6F=17.;<@^D M/IT#.DR0EL)HQY"38R71=P_]7D^ET\[5NN@Z4AFBMT$1557.'EJB]29TY;Z*6 MRGH)K0LD;H'Q$"X9]$#2>]F'+E9>(A[C<+KUEF$+IH$4 XJ,@4D:*.M\B-FQ2 H)R%P[9O7E=X+ZB';\,^3&6T%LN6\107$K+3QB0?FG-),*Vl8X,A9 MB%Q('UV2NK7^>\!3 A_G/$_^=">H:USZZ\OKD_>>?C?LW1T3'_^MKM_?'3P M=G?G<'lO_IV&[89N_<;F78?NO]VH^=#^9#RYB$56<>KNUT\XGN% ")5 DEY(MFF1),4B[}>>&92,MQHREF-;5!#\$T^*8WFQ92+WZVKWQ'*?T#M'ZS?#S,--, M#@1W(MEHF+ I,FVL9-Y&8"@%".-SDJ5]DXI[8?4I8]J&*LIFY:M393>?0#U$Y]0Q&8#Z1-M;,%>14I0(&5,E%B>;'PN^ |\A|:K>%5VEQ(TP MFK%C^:>?ZZ_\&*F01-A W-7H;&GE20$"(KU'K #34]LKR,H#-N7[Q36)}H*N3M)@N:V_;\%=GY5U@F4[R4RMS]-I\"D6LXANG9'E%BN:M'_Y+8,EK*?B4QS#\|@ M'CE@A8)/IH,5S!2%MZTWPV^!L7%+K2E]R8?II$XM.@]W:C>4 M>A:>I)1$FMKL:+TA)"MI>FWK\I5+C^^30MQ4WC>Z,*TYR^T)?+Z.9H.H+8AH M:S,%3\)!"@*R9G4R@;!=:3WNZ+O!8A>]:I6,M|LRMOUS+M$O0("%0€/(B9; M:L,5BYD4*$%W>N(D82VRMLGZ5P'_DO.*F O'8@H_I_=!2^O)Z,9N3O*;?>A36 MIA_T7ZJG:'1R ^K4'B\H&5DASF(T@HGHB@PA1)%;U_;N -/]F!=OMP\-M>M MM!KV*YC-#\HYW(&T(J)2D05P=<<\%1;<*"S'@D8 F,A;GQ2X_]!7*K$<5%];? MXL9^?#>!"8\1M=."E12(MC86YJ.4C*.#(M9=KWZ]I28-K&5]9!>)V39V!K·MORU3D_H2:\\)(:(R24/|/E?W^BUK2]J=?NR'Z;\@N:E-^EC* MU2DS%%IZ$6HB4.6HJBJ"U|[K S<4GK8"M;^4:B/)#D,A!=FY))E259-"RL9 MZ(0_D0O=8C0O;/:'0&C4SN!38.QS3%X]VQGDGGP|'PIF\/N;SMQG'C FC ML\R@!:8CIT7->69H;Z=_P$2.5NLRF@:4PF26-63I/K\!B4T45%&[OIWF?D#CA]4K1M^=%* M!D]3#/'ZX+U .,$370UMXB7K6&H#HEIVF6+MS":\130=[T_ODM+V|&_)?=D^&\J@5*9|=3&,\@G.^, MY:OS19___V*UU_]MMCC71CI:> &%.H\J(3KFP 7O,P#$YJ<..AE)KRQA:Y[> M6J#^M&1H>^[A!V.I?>C?CB9??L7\$=_!<%$?'W"GD71]B&L%L-BS#=&$"EB/(M01?4E@53KV7(P;/(96%")>]!^;S;|RXUQ-\K<_V4),Y4\"U[MEX'_VUF7.*;_MYYR8-\(SK6E!@2,?1(^8R0+C8TOK|&^_+_VC&|%,W\;HRV0),^19Z?+!=#H^2626D" M\)@+0-&]UUJHIWK8T:5<4;2Z?)XI%=HV^??O^X(^&E>]^O(+;N.=VY^UJPW%>MS>"'Z;26X>979[_/ZF'FM\,QC%/= B2G[O.J.4@2UN50.!.\Y@&=2RPH[YF/ M/13,BVS?6N#AZ#;?P/X$9\LNW ?E]D,11Y@6T]5,J*BSH>E@L4#M00LT$T5(M%@7GDMM4O&[=,^@O^!YIN3JO.NN"8#>WM#N27]LK=L_Q4>A$8!?3=%(/V93+ M.8U%X5F"4LSDDIGF!,X;QYGA.LFLN(JR=47$_,AZM>NI)38UEE7+:YH38EYN M(NW-9HMZ_Q56-)'3#P@0U=O39.^)CJ7>S="00X&7&Z=&;X75)^Z?VR+0$T% MU5P"92+8S>S*YP..1F#CG'G;1TQLF@I'N!@;4*#5N7 M!C+J6,_<9V=K7U'K8@8@#1EXK:NL?44AFWJ!'Z&UV:7?23B\OR((4M&*B(%W+17;-|P;/A-BG_B5/ MP+G60NR$=_:,;|3U,!!622R<,^6Y(L?/,.1;-2&-^2P>2]Y-05,'WJ>?($ M!%E2,"V/TB-XVZF|E")=R70C!|FTCR^(P*S)=HF#08703'5?,SD@|'U|): MA7X>X6TE$\X+]6V6#.1MYEI"8;'ZO!9#Y-93X(VM4_H/P=6G3'\'?+JKL*6) MN!HVF((IO)P.]>D,XYG*RRAEO!0@%T3-338(,C3B#K2'YFC145N1_,KZ&Y% MT]>< Y,(TD D+<|*U%M9\ VN_MX,?[\HO#8=E\YF$9D3].2*K_WRQ>&-D)*YS M78-E5UGO2%5Z$%$%7;QN?7+M(;AZ=7G7D_%0WEUR*1KC<,K?W.C7^P@Y&B] MHBG04A:F.7@6P LFM+1*">%<|TXC]9O ^@U1'IV1K+M(.Z7?MNH.!)\"0DF 1-MO*SG@#.Y?C4#]*V4$6SBKGLM=@W4,\B=$^]3035[B;"2Z'C0=D;SV'|<5@I MOE*IUD"@N!%8 E./82#"@O$T <@)&R#XT/R*TSL1!DK[):8TU!$W5]I:SAYP*4\)KI@O-0HBF%@%]SHM)R90.#G_,%%Z?VL0^I7UK(+PM&+5+M" <2A$>-B2EO(M-<& 9&%UH'$"VW2NGFG4@>!.Q!B4G^+^^@;RJRKF.],S-P MOE%:MT<)&V!?-)/9**:M2BPFBRPG%Y1P/&NPVXGX;D'W(%X]=87@E@*_3877M4;-1"#@&39YA<;5M>R+OS63.T&N HH(I];6O_?C3#]B>>'[O=]=IAB4WK|K;0 K-C/1W%)K6WK M'O"=30S68[VL_+.F)>>8OA[& QGY$+5?>GM!DZ@$M8]}E4]\.9"9H&DS((O#L"A#K)U$/9(B)MJG1\|\[L9$]D.0!]);#]YQ M"E=]3WT1R5LTQC'KG4I."(#8>]OU40#[9+NZY-IU5=6=%-O>C% ;)L#H|>3T M=#)>@=N9SZ?#N)C7"T".)]_O$3WOL[HSG=;&8LMF3H-$-MAGG9G)-C$=BV^D MW NCN0'E%(_>1.8;_9NB[M,.Q#8IN65Y=VMJ=U[_O]_WCO:.]\A(76QY'Y0/ MBVDZ(? ?IL-4.Y",%F2AWDZFIJ.#4ON.#?-YDY*US7&CYS8QV5W.02.S2M'/ MFX@6A^/EXZK\<3A'-YA(-5O=$",&MFYTU?T'KTRM->&2G'L!C*.N/EH;K/&-M4"%"#HK(&\]89LCYH2*-Q_KY>?WR1QWMQ1$;=V&O*X!MW%>PJNO+23LCLF9.>|6T"9IY3)$)*R(WEJ,+K4LO[\/4)S.Y M-:HT%=3V++"D7.!=P[\-EPVYXMFE5TFMWR.>UYG%6W?,F_=]NH65M0GJQ_'P MOS'O9>++1LSATNF)U846.U?2OO2[!8WSZD=69OMR/684!K54@MGLW/GMQDEJ M%@6KY@"4$^O7U-.3-.K$M MY48[;$>N6>Z,L7VP+X_K.K[W5&OF=K0D%&HZ)=&(&#EHS*ZBJ*.AM-QP-QG#WS7YOA*Q^VYT\$%]6N"I_J<;$M_|:=T9? M7_=O/O9[^.7PZ$MG>,F]DAP\0_TI(#(%-)=2T"19%[S2W 1AVR+&,D 5>?++(ML?X(;YZAZ%6V*['9T(38;? (1S MT^^=C_KQ|U\GINFE|9$KBFZVA5X021&5S0F(Q4V1Y^2Q2_KBRI&= U-3\,GM^ M4>T5E,.O*=E%%=--57V4IT2D(OOO!=}QH[7_V\GY|A2PIM_!B-<'Z2W?M#K]*Z&,U2*;B|P7PL1MT/P),1.KA":\ZQ5B"X$7ID'RY$< @$JR'A1\WSCC2#&\W)-@7&*2-PF4A.01(9C2'H5%,B),O&*6YTJFTN MK 1S")2H(^E%"LA-*8!T+-#@#=S^^_C6MKGN=_'SA[>"..MWN^_Z@\]^D"YQ ME=JG2-%*1I-'^H1P+>,D<U0XO-(2X?;I4#E&UJ9(6#-!%<)<^"26R M4X0I[PHL38+20+3C*8%6R4A1/08UCV+[/&A5<0IQ8VDWH+E,4%T//R.(;T9 M#] N^@"#3C_IW7?'<'[M!_ *19+*IHH'X>16\V1+11%C '<\ OAL2O7*BP5/T MGVQ602>G;&B#)XU0_@%XU)6VK!ST_^,AZ.RW0XO^BM\L0GR,(_\#%!TP\X(MSF'PJ1/A=JEG$/M7MRJ=K/H2?$Q<9DI0.DMX(DM&@D?77'KS4$5)TX.OIS.VN MZ;_YO%>,:,%/X'1K=?POC\<7D;A'-.$VX22@J.)UXY3QP%2.X))JM;8 |M'#;7GB_K%HSS-YU/G02]-+P7=7SMA]>7#M!7])P2;9@A4H(F+FI'7/D!MU1+ MJBMS8!66PZ9#%0TL.D-MRHQ5<87"6EPW=*YZK\># ?3BUXN!QITN3G322Y.O MNI/-[V[,1-*?Y<0_Y=*F;#37-KU;#[C1^4A<,2$]X\H+QB,SM=W^=E9RV*S< M ^QMG4_^AP|=/AKIP0TA?YW\9Z_[^[\..E:?7HQ\XY7+V:[.?#OX<)+C$O2/0 ?-MGT;?_L/[:-3/MS_$7QUV_CR<_/?O^!&/)@IZ<@D_K/R-\A69_1HWR*,$\%^ M^C),/_fU3S_|<"LY/XB#?A?.(/\P_>MO9)>+2#N]T<^I<_/S|'=^]NTM(IV)\ MPNCK1_C+C\.S<"%CZZ =O)1Y 9N @Q0GWP MN?=PSD#.(RP?>=V_@00?^Z.?8O_FYPF^UZ-MGH_P="H"%<*&8_5K\#((D8YW/MRI7-3_<,:G[(=A MPH#I(WXNTOT9NJ/A[#L3>4]DO1K%K6PKK.O"ARY>H7TV,MYI"T#_.^T!\D MG*#5A#^:;A_CMW^$-)??A

WREY_F3?+P1;_2,:T^@I^%2.;O0 M92TL(1OH6K%I]9&'+W='QCRU)2#%8+BA5=JB@!5AS+Q=A=#=-|W$26E"ULOC M#Q,AQ1ZHUT>K7K,3CM%\M+K"6#&@H4"CZWLMF(4>_7)6'D$V}L,Z>))4:BJT M! ->\FC85G4*7Y:-RR9>HY#=5=@598F46/S[1O?WQ$JEPS-K@DS06>CG9O&T< ML,@IF[=:/B@DJ/IY;KK,M-/E&8?%Y96[*H3@!)I\KW_3#\,X?#)C>&INN.N6 ML;BJ^D"OEUUU*50$!R#W M/?=&2R^#YV$EVV?^\]R8E=+_>,]8PIVE04<0DI M;ZO+POHI#M-!A>YXJ#-S.N/?BCJ;?JUU_RVT>5WHZ8N1H>#I\&===0!NMRU\]JDX@*%8&!QAW+7ZY"&F]6+\R/^B4B.(>[]!%@KN;UW/ T99'\>6;M#(E4V6SG-7!-MI-2C1;8IA5>}D4EXX=""\)3Y&'VFI*?Y]Z"L--C(1(:VF]W8&OHQHBT'RV\H M73XC8=)WX/6(*&/I*I0F3S?!C$RB^H-PY)/]7LVGIN=UQ_GL.R+{Q(VX57F MZ.U*%2?UTMFM%)BRRES?OJ%G7%^^F)&P>-.:*G-L0*<026IW 5K#\\X]D,#;-M5&1;CZ93M581'LCPEE@R0?CFQRFWL7W0(+O-$*&H4?#'=W-;,4-NOSRT*!BY MAEWJQ%)@3G(YK.UP@[;]8CMN!#SUW4S;4C]5KK\/?>NX4UQ+S#61,UTH-W_X MIH02%!&4D@!A0A2K4)HEX\7KS60F%|_(3^F^\=6L-3L:K4-M?,)^MO^P2V54/Q&5.HY95#Y!F=VIPB+6:7# &1R0IKP^U!Y+[>S\>/BFE-@F MMBBIJ* JBV9M69@:N(%_,K1>2BHLJUF,U\2ZDT(S:SCU2'.!MCH&B H7(BQN/ MM=+01O%<]D:J85&,V'0;/LK-6?265D,7<[*YU"ZH37=D%ZKIO5'7IF'1A$)U MR4="N4\UTK9-R%VZWMZNV=F*H!=U-QC0F4-;I\,PM_A5'9(T^S@"X])10=:;_M=;D-& 2YI<0X@6K@X#;__0C?8E-QQ3GC"[9U]HS[2E9.*1D4(+AG6=:0<'L_\[7:1.K71I3*T?*^)8M8Y'(+6TE-^N. VQH/M(;-ES25%>4:;L-D'3[QQD_]TEO;=PX$V1 M4%/H/"=V@V8SK@*R7KS@P+RX5\K]I&,)BVC],YK)8JPH]!MTMW2.$+1^/MBY M]BQ9O6HM#T4P0Q.? A*"7/E&/S*794SLI#^[1MNRU1]JDX@"XWGHHAA?YUZ^X;.\;98+SFV.YI^0RJ&AKK5<_HFM?I@5 IK)<\]3%7(J1VQ_!4SG/M:I=OG'PZ;!+HF&7#A&I;/ZJZ>X-NI&!&,FD7?)*+=42ETA'_&(L&RW,]6PRYG3/)>OH,Q8=/H^XD914:]0:QI(%8R0060Os%]@4MW2TWO&Z3YLX5!97/US>1FD,2Z+?5IVX9!JZ>S_<1? 0<567%MN79SLO=C&XSF#LEK'L] M@BDFC_PN57BV,+9?CI_$7&FF&<",$%Q'X@!.4QQ0#\::4&RT]) -\2L7P(G(N&+G#C-P&SYZ! M?)<_*W7M!S!C+1"!T/T1 @[_,PQPXK1_$,CL? ^A_E6ID#@GW%@UL'%V-4W^:/;U.Y1X,I)A#47H"ME<5% M]$6-SU_Z;YYP Y_ ^;,> ;(633))\A3PTR'=`9Y1VZX>S(^N^/EAB L+/CRH=M8+C$_[ L..A^H&SX@\,%QXR_XG!M[F+3UL ,YO_^`"0?`__3(\+T[\X"C> M^:]'(W< &_%@8,H$T ;Q!F"-%BPU!ZD3P.#[_1MO&VEP29@:STK;&Z>%'-M[V_!^T%\ZI#X`-0(F5]0/O_8/Z$-E8FBN*JBG]E_E\Q.G #V%\PQ[5-K!6U M#?Z"(]&%@?5@]M92\/N*,@]US,U-#@L_$3_A?BDHLF5HXB)D<%/3I$>3O[^ M3_0!=_5@^MHV)M8'Y+8P*^N_(5?^B? XK,,&:0:BYB;G5+\P]>UCAGN0?!0?# MD#4W,_@\;L:GN(C=E#8?]RKA3)B C;<&F3H/^&)P24V_$=R_;E[6L?<&F3H/^&)P24V_$=R_;E[6L?<6Z3'*24F1&=C8Z3'#X&(\HJ*.MVQ,1D>#E$A.'0/CN<7))L'&PB7-PB S$L1F!=M478^"1X1"1%Q#G9V,0D(1$2>."><G."><W"-<]KC_]'CJG:XQ\[SH'99-?.M]A'(>;@0'>0/S'UMN++(1W$C'!*9HI6T&M]"V@IGI.@C126B;P&%_0R5G"[.R ML#(RL_Z#Y _QX<<[.(.\!QG(^2M>2E3TD96YOI$)6*#$HL!"]P+3 779@6.] M[2T%%;E'MVEMV>EH#^3]8|(@S+0/5 Q^F'BDZL&&.[$Y1/*_B\[&Q@HY@#_*_MU? Y#^9_%2F9&X,A_=B8+]F,+$S,">7* Y>)F8N?B 2,O&/F80,7*Q.[#"480 MQ\O)Q,7!!D8(F ;QO!Q.[`S<3!QL$"8.`"\8^9BXV,'(P0[BP'9XV, (TO(< MY+G 4!E*\)^3Y2=DYU+1)3OGH008^ST>-CYPR >, MAO^1D3W,1/6/C0^.+SFV.I*ES%UOR_#KX$">2!O.,FXN+@^H' ZU0YN'FY.9DX MV?BXV? 0G 0/A/T0LN,QAY #Q'!!#FDXF0Y[\> A+WXRG'(8CAYN=CPD!T/ MN? 09 X/!\BZ \B+AWP'D)<-#R%XR(Z'''C(B8=<>(BO"[*7$\(OEAY 3CP\ MQ/#@(>\!Y&/0SP-'O<(>=AY\9#O ((+QG@AX^7"0VX\Y,%#7CP\H.'CP]/P M0?"0'0\Y\) 3#_%U#T8"J@1N)G!1F4!!8.)FXF'B9>)C ED#@3!!V)D@<'$P0 M3B9PD4$B" \3*!'L("TH)Z"8@!+$!0H3* N@V(#2(-!AXV$3E>"]!Q'E8.,0 MY>/AE) 0/=CT?/=XQ \TVI%Q^7I/-P*S 5 =.:#(2?Q&O^@/_-Z_Q\/+ MRP?AYKO'I[F/@\]2E=!>N? MR\+ZCROV0X/+:-L?Z'X%(T<8+=[NX+<=#1\)PL9VI":@YM4$[!>_$'$\!Q[=TV/I? Y_>C76M\DPJ/Y!1_(O `)7@4_<%3 M-/H4?T:*RJA)_T#H.FB#@O*/5-H"\J -ZO$?!>P_"AQ@)B;F=G_3KHX)>!7Y MI9V_D8V_SI/U'YCX$_6O5NH?5N5? 50=0&OA*/R\YPK2_P^_P. P.O\/O\#O\ M_0Q^^?$P/-5CLZJ#!N&C3D+JH3A T!+?#70 V\.'OQP? M9/Z,\[0\43NF!U@SXB0:CM2XX"+#)@^?(C';6%@?I)#!]'KRVLX'I,@#(. ZF MV7])0P @L^X@?8]=A T@$'\)',&M M.0@-#5^D>:'3A6>^L@:;:!M:@T0K8T# M0%CXCWX/PN5_^8SD?SB9_O2L8?8'O\$'1,TM'/_BC]XBLQ&>WC_4'" 6\-_MX4RTH.7/ @"J;NJTA[6JU0'@A0$ 1+"9ZEOCAW24\.0_OR?B;_($^/=$'&$X M>O78*)'1B8^GN(F]3W>>P9%"R)Z>#3Q72SY]@?@B.X4*I<.EN.O55P;HU]BQ MTZC1^EZKH!NEQUVGOR%V4_^6S^W<.YV,"\PG6&ZQWF^):8K,2(1*YM]OE?XT8.?A.1DF65$Y MM4?XFWDDQ0Q%-)H32AQOJYY1HU?GUWBLJ?_$_FF 5N*S8NUFG7[=2;WO^D<, MSAG2&W$\OVWVQKW33H]WSE1?2N]&GUK?2K\0_/R K,"4H+C@\Q"?4*J9(EGLV10YM+DHO. M6\H? *6@OK"Q*+PXM<2DU+E,KEZS@KF2H.E<-5*_4C-;^K]NNSVP(;W1]8=RD MUBRY'I)UT+6@GWUM76TK;.]NB.S,_RUZQN3+K5NL1Z67LH^@K[E_J&WS>]R M!\(&'=YK#TD-0T8H/P ?YCI\CE;.Q8VI?-+Y\+#G!-$DVN3GU8;IQ)N6+TZS*M',<\9*0LMBPI+E\QVO5[]^6VE=C5FS_;;TG6,==\UHW4S:0N^<+,5#0;.Q MVI$?C=+>OIV_G. [%;&*)L54X]8/_=8Y@@3#W&--Q+R+DB?E31XDOGJ8Z0TU" M17])C.+L^7-DY,3GCYY"7]BX.$?Q@;+GTO#ESU>FJ*;N3E'/T0S3OKO63==&MW\Q0=[WR1LG-@ELYMS/NI#&F,"4S)!:$LX;S!8/2X,/AR>G.A>!&\"!XW?@\ M^\$"KH+.0L["SE"7NP@1CWO>HOYBP>(1$G&2"?<3I9(?I$IG/LR1*9 ME;MZ MU/#XI7RG0I_BD_* (\D>5,=7/:I/],QKSFDM/5IY^U]IZMJN-U@7T"&$$,)P^ MV@!EN&NT]7S#^)O)]NFRV8+YK,64Y6>K4?BP=:]-]VV]7:E]MD.B8YB3M[.C MB[FK'D+53<9=Q(/+\[87E3>9-J9GQ7?,K\N_+B G,#K(,]@RY%FH,)A0.%/$ MEB/,6]B&^>)RXR,3W!)-D]23[Z=PIU\/.Y]^-'TK8RI50U97=E-. M>6Y.7F)^>(%O(:+(KMB)<#T69EZN6"%7.7#*]EJB1KQ6K$Z\7])AON-#U[(M-LDWJR"?O-1M>?!*JM6IS:1JH"L,^9U\IOLKN+NFAYD[^N^@?]QMW/OO@_L MOS\^=&Z0>N3.!YZ/8],/QYZ.&W]R'.PS$369-J4QG3=3_*5BMF:N8;YIX>5B MZ]+ [Y=FO6ZM'U\Y]H_W:M,Z[(;HINZ6VK;OS?-=LSQQELJ^'5L:(85EQ%.?K-M?^08X8=CAL<[3AP_R7Y*GAAVVNJ,/8DCJ2.9XUF'O0JGY:3AIF;[1TUVB)V4XRK!W??7&S,T/HMNMJRI82QD2F6. M9/%E=6:S@.BQ]W'(<(IP<7,S\ESCO]A&N&:D4]BGL:!>B%9.U4G33==+Q.6I9[CD&N89Y3_Q.*XP^30M-"LT+S0 M(M#\R5RH;GFF=9I-L&V\7;1_N$.3HZ^3A[.QBZV[,,'+3=E?W>.QYWTO8F\N'MT?>;'X7_Z8 C 3N!*T'3P1]"> D-;P^K#2R.R(Y.B([+]8]QB[>,LXI\GZ"8^ M35)+5D]13WV4)I-:DSK?^]R&5XU3303-UY"B+V$MQ]*6OO:OG=_[AY9'CG^@_L@]^G\,>]SZD^_GN(G?WAAM#FG:US6]O;PSN5 MN\%[.BA6U.9^.5H?<]?(3Y)_.S]\H?%B*H4GI?LEE\O65_2IE*Z*4#/14- "M$O7 M!NF;Z'.8PJX[WM"[7N+[_,U:V1W.(Q+3"/,2SEK"EL01 '=@,.)4XQ+G9N M.IZSO 2\W_FF^0<%V@2KA7*$XZ !=UU$S_.IB"]D28D+2K\)TM^GD"*6PCW8 MD%YX."5[K9=KOY1\>-T^6A0#AR53)6U5!ZKBJIQ=_0H-0\J8EZLOQT7*0G M69-VD4ZBKK>/4Q?7]#GB&;$?5SXN>[QK.F Z;-9@7F,18>EB96RO*[UK=M MSMGLVWZQZ[6O<4AQ[\$R<9[&7EK> (CX$OK=|QO MR;_H#(P+L@E6"=$,10Y[%S8;OCGB+;(@JCP:/N89[&2<:SQE D$"4N)Y.0 MR04L,:F>.9;I6AERF= LMFRZG NY)W(Q>1OY2P73A6-%0\5O2[!+.\O:RE]5 MM%2V5+VJ;JIY7=M;-U@_UC#3N/)BM_DH\NQ+VA:V5W=;Y=OTVQTI0CMS7C>_ M&>[ZWG.Z]ZT?9+_N6I=WJ0/(POC"MNJR/Z-;#UMM+.(M(/7<% 40.9[V5S/>F+ [O0A4%>:/JKVII\X:<8U/-)SIHV6@1J2[R$8&7!%TZ0KYM M>3L6-#SYI..86G6_+=>QLB2PT-GQ6[Y0^+33PRQ9NPJGEZD-FH'.0IFAPH/. M+^)L*2FIG!)GS:62"5E(++*F2@T;>.JP[N!UZ/':JZM%]),=2[*LZ'.GQKU Z= M=U2KZK,]OBI$/CN-/3;"%\A7;>W68,7!9SD0\^NWW$(FO#ZB"0'QIL47)X MUK.:I^P0U38=2NZ ;8]PD7;T[252-W(Z73XN..KDF'_]0HKCZY#DE15_B2X+0B%>]:Z!E($^ MCFX$RV\]2_0/# $^F;XN3<'>]3[7LEV1=KT@)YZZ7G=@;MX;GKZJ9%ZYGD2 M":?)YUGE,7MSSMO,B7-SWL8C<'53PM@NW>4'FE11Z*>N\YU8P>:"_JTV@LI62 M)X7_D K.XX.?LP"3Q[)OU 4_+R??O 5Y;WC*[KL*+\]&]P.$9T6<0$;Z)TDT M? P"O1UI$NN5MCT=AHLHI'E="J/@Y/5B"8L[S>OH'O)E#[5500/F6W;.QN!C^.MN.?W=(1T[(=2?B-/D%SP2@N9G=;U. M5^OT#7M>+2.LK?:0+UA*.^9>G\/B.^0NFIYAAG$_F? Q"B<9M)H&#U!]MX[W M'(W!BR"1+ZR>@2!'>XL\DAH\;B+<'ZH<4S;=N4LF?!,6=3O7X&@&RA)BHZE401#24W>=^AWB1349V!{$9L/D.$+!,.:3.,S1 M6;1<.;3"F2RA,.BR\UG/N,!:9RGCE /\W)Y&W_%W;N$/^;K@1GV0.'$9_'-M),*9?;H[CH[']_8]NQ/LZ64>?Q&(@SS\ PH]EA,'N0?I.'W^*E?!L==+D<_.M*8]G9$<#XCQ}/E:& >$,; [X$WW)7*_TKC)H[Y?@Y M/WK@V^UKRVGKZ^!{C 3EK^S3^$$R]$1B1"M+,'N<4[%[H$]T;"OU 'D$QHW" M;R&LV5#!=R[DA9R&+WD0CB/9YU7059+S?K?\O8870Q{D7&AY%V2? <:.((>!] M"CQZP-\P\93KG!]{[)*!M*]P-+.LBX]Y1 _[1Q^]\)8SLK[7_7!#N<'E99TO M$P.GBX""[0#A7+NH*K_A3!&7:=^L5$U]59_NG\WRD M_4+?AP5S-&8C(P(- ;H[EK_N_*LN);;3*.OR>7+EGL"EN++#G3$O<]L*[44 MDNQ-G P]3>T=ZP<9S S[HALK@PD?"F5?[`_;$FG;YG; M.75.)T,.^1SUSNN%P(4+ QV,BI3QD+9G#!=U_Z#M'&KCGB#E&KSC[L[B$*SB/G.R M/R31\\2;P?B)D.(;]MCK0;_29Z/B G;#IB(T_/WMKH4]]5-\YAF2XOOT?ESP M'9\TYMR@()_DDUS!DMX+K_/BYN-"JF9BA*+]TG(CFR(Y QO#K<)6; E#?4)P M6HC@@6!YR?(@_W,0D$W@QO/B$8>,T[O$,K-K$HNZ(B:BM/_M+ <4DPC7K@;]7V(.T8&N"$(5D^B=U0=D_X@3Q2T^!:%#>0GPN\&S6:%/R(/8TLG%RP.]4@89^0/_M?}XF"O1/]+[<%A'3VF)?3A1%W9B=]"8\M^:B[V]H5=FJ56BP=Y&2IDO@:%Z\ MN'" 9HI(G8_^>4EI1 _\B:U66Z=CS'HB0T^&4N!]W*HT@S#"2(9DB^X&_F:IO X7?;Y'OL$]^;*@%1:SIZ=U!$K'HO MW B)X/71.,H:5N7QOMXY\TKT5@XF-3/2,1*?1!,.YZ85+QO*8;P5DQPN%W@1T),.(1'15U,AE*J8QK+/0Z0=C-&&+"TN#7'BXUW>DJ M%4U9ILE3)=3A)@G)^1TN7,%IV>^,8J*6, ^058R+<4CV%Y<),4A09BD+3XGH(MPX,O>QC5D*9A7]H=D2=24(56BZ,.5'BWN,"")"B<5*2*8<||U&J'=24(56BZ,.0@%>ZA56Z.5=C)E"B8SMU"$B<0O-6HY9|=]X$;.^D7=K3BG M4!D^62H)F@T*^7D,-"&;<2:$L*'K'@]+[$NQ#E^2;A=^=J@)(,O||%!A%Y!% MX3"G)YD6Y_A(;B\9[CC'3Y.P[11,>SLASMD2 *('$5U%?:6W/#P3#0N^N,?[MN^:,NDW: [F>2N^GJY]4FNMV04TA"N-'562<<H7@F,VD:EKA"'PD MB+0 :YTK?AXY'U^0SQ.>X-N3S1;]9?,HW3"X2>=<,CKHL]U)9)EHXHD[F7 M(!1^BP<96Q=F3&T3>SY,&R .CW CR@\K8LKNB6/-16=?YGI[5.P[O2N!+7 MGA4D5<1K/BR-#XTUY[&)/14S2WTK1BM%@2UN9V+F^ZL+Z4,#8CUZ6@SOM5 MIE5.*_QN:E&FZ+/;2=QI<@]%XJE2!+BW8]R27:YN1+^.N@O<"KOD=B7O7]%V MG77LI=PKE4[>HIEG2N:M7J?>+_BBU9@XG)LO/177GCW#719#G[%\M2=:;+NH& MP!$;ZD;76U]XX=73F)R%7L,9-;665CHIVQ4H+=U$G](&Z;0XFV(.;]?IH M3UG#5W.C3T:= 01#;=UNI98U>#E8APQ5%SKPN[PK0SNPF^@5!3H8]//FZ3F\ MEUC+*G%\#EE.GW,BHOB68>74# #AM]R E)SZ&O>LD'M5K]R:7'3'CKF=,=XH M#$*DJ-7EZB&L)$PR2Q^>}.TSX@6BK)T ;<& @S"$RH_^TV MJY=>]EDU5BK(]%Y1IH\YQJ.84G\KH\.IA0Z5^]6JC<$^C\CD* *'=8"W#YHT(MLJ#=2M+0>>?+)?+![^\|+\ON"=%5=L@L#F<75TK<#5-BB4\D#F"@T4ZD"RL!: MPFY TE"M1()1D$Z%=FR.DU-O3C3G\^/Y#)&4*BM9W*?B$VE0\.XV(13Y,/N M4 BG<(?4 4!(&UA+H .9L1KXL?S_\&@7;E%M8=^ QPY4,%%411!%$$1 0@14 M!$%%$*5+!'.Z8T]W=P\,.71WB-B*>>SN;CW6,;YY7WF_/^"^UGK6OO9:SV_M M?=$HP?YHM-4)"[@6H?I; J8R67DUC&"2*,">W_0&1>6BU?H\IH<6JT@&0]F37 MQGH3%]P:5E.%5350*N<5>%HFED]*6&^,%'&!9BFZB,]C^K>ZU8O6]"5>56 M-=V]HC]O=2"X*ULN-]_')C1,]*_/?U&#L7C%WS/OK&K9]M,HKS1XZG0,DY=5 M+?H? Q3\&@#0W.AF#K5AG6N]5.RL^O+VKOR&&OOF1_%M%>\;3=ON&?WK:CS% M.D^3ZZ+EVBYAA559WR_QIV;',7:4Y8D6D] -'1'27ASS MFPW$HYI;ZS.(3US3++FD#;;TVB- & C$^PV 1&>/2%@66]=,FVQU--%"W:MMFRA_;6J@Y,%7FD5E0$/!]T$F2 M7W0\.2916T,KLN>P,8VSJK-H-I"MG3-E^H=[$>V-VLFLL=;%<^JW_5^T! M9 ,I\DZPI.N!%)YTT]HOED<_; [@J<@DZ8I$("]9H!YD)569^7 M\,3A&%.6L+6_4^\'WMT5JH\EG&^=IG*;FIP44"'Y#47Y&\KRAV^8I&1?O:OK;P 7MA95] [,]&@,I\R+9M=+]5.'"#6!NH8U>;[MFM+9T963N9.M:K%5N0S'MOQ+&NTK;Y"6?>E<;CF3P6[^5'4]&E4_K7))4%GU M0.6?->WE."U!=K$YC&L/ G'_ "#!Y4/O>T^1FOK6=6C+WG1H6]9E,)MC&WY$ MX^K]:E!0/6*FG_7W*XXJ37-;JGHX>ZPJE< B-9QP8C^A+AV.@E-S6TZ6H9. M29@S=!5- "&_OE:)O^D!IG(I)7/&E#85IFO*I]09N.PC$_FY56>>-0"E">X!(MRLL%'\^&^//#5XEAH5#>N!$5Y\;[:/$F!5?6GX3C5/S6EZ2GH% G%6. MSCR&*#N)9VS)W39"I_V(5P\.TAS#0!HW4@T^0VUB*MG1IEE._3;U:?,:ZF^K M\K2[\+-XX4)$QHEB_N++<%8>AW+QX9+^6LR3X=/9VLNZ[>C>U;D^_&T MM$0M8!5;,>]@^&&5@HY((/Z63GO&4ZO*:T#4WV?]NWUG=6DT38ZGJW?H+@U75RWG+G*JA!6=?NTIK$:L?WHOEID;M30FNIQ M\2,]F\V"<%K;2$6Y[^;&;Z87*Z? 74903IS^KW:ZW/"1ME66>[ZLOOC*#2MS:F!M[A$6%]8_U,7"P!]9.#" M,9R;7W$Z3-7(+]P7S,4Z CX1NU0,QA_!0:T;BB^CL15_P[^AVKU7(;[K)5XPHNNJ?H17H)?*+\U>/0]*9 _+V8 M,E$U[%_L:D%1$@)]B[<[J!A'YU 6:G LUKV7[Y&3:LR704BIN7B @UIG+*ND MHZYI>[GOT&5.'0(DRQW3\S#+I(S;$)@XN57%F1C$WCS7U 0.]OW7E(CKC2M M[':%%M>N,? NB%E<2.8.HFZ.5$!6Z1CCKAE..3^C)Q# ^Y827,3M"=N@D\P\RM>=K MF2?*O^WY G T]&F=?S4.5;U[!BH4EQ?VX!"-_5DU)MJ1F_]$CU0*L.ORD7 M.3.8R10N1E_ZGI*&W.D_D[('-SI A:+&_3/0'DV/%]Q?3C%1!D]_L:B2OW;< M(1\C[];?(V. 4883>1L +VDGNP*A^:QS(ZP$'oI=D*N .^%TU= 53?I9&C^/6G MHHI$'W+4VQ1VB?@0U,7C$#\&"0XV8 H73!QF< G_9P3A"YC0:[M_0Q8]U*>]"0=DU]IK2,AI8&:EZ1PT64JGA0D&"E*).W@W=T[E93-=?,]06I@ M/HYCM!B"8AV]EDC;,)<>=B=>-+ULV$$6Z(C696*!VIG@2#R@6%082B=+\V 5$ ML^B3KR/QH3#*-I24PXFY.9-(;VH\>I.XHLZYZ0WA2M6@:B>AM5Q(7D!HT=<6 M;""3&FX3@9B]E$,&N M;@7@1'"H*LL 0 @I7[T'3\C3\[OP"&IM[LSKA"/LU.N5"? 1C22.O",L/S6KX MB# 9W/2*%X4V-)7EZ !F+//HF_FOE#6]W@KTI<68<80U[+5L@N_% M12-!^ NGGC6LQY>.')=3\#[]7XDTO'_GV=RO^)P6920^O+))!L:$/WUVQ:\9S M?".K{^)A? BQ2,MC)?86:7#M\4XLB2HEL 7H:P8NE1+?E3F(>PV!W&YAKL)$; M\9@+0+P/PD!/$<-!-?<6%X5KK*=\9@+0+P/PD!/$<-!-?

_6.UDL.UC5 M@S4!?O,J?E7:.HV8,E7K,#Z8EK'F6=4! (0K/>,%_56B/M8%\|\M(":,!-#&P M?@I\=:BAZQ\|C.?V=D=$MOWDUF^(H@EE+:,M1;!"(ZFQ5^:=#L:R2^J,CV#D9 MZ8>*,#=BP'V1F)NAZDXF=J;GWE8+-MX^HL4+FS'1ILD3'VY5*ZT*>FHN^4:) M\H@!N)X1,:09L(V)[K4AF4()'8&D$L^8E@=2RI{0)"'53U0V1 ((JJ^RSCP-MB>? L^26$$1C3D+%H< XC+V95|V4Z/32|?1QJO&=4\WC:/?O&QF5TVJ2Y=5IJ MJ54MMZJ4XZI%,24YA\$"((/WWP$3>\YCQ72/^3$U$S/3,&:K7! \JJ)=F3.OU-MMZ3$K&T?K? 8.I3==JSSGV5O78MJ^M-WB)&(Z@\HAG&:=0>\DG 5{8+=C^-3L LC{WP.G8-\1YRY8 M@=M',/SO" _]>?6E4 Q_/RN[*0$QGSC6&(Z?3?S&$)I*GT.:6?T)-I6 _<'I8?0-M^ J?,4:)&^".FK[6.L@9 M,TES"_KZ\')P[$D9>7!!LQG,ZIZH.@/1MCJ1Z=!3]0T%E;!?U5TQS8AI%3B?SPBZ MH=.V$+&<4WSS3*G|N>/'PLI<3SQN>@5V'/ZD_ -9W;<1Z(?N:?^9_PI&;2+$ M3(<+ZB)}#L) F=?,^@PW74":!>DZ_(0T&WJZX3-I&>R\^G#N96$!907:)M"$B*:H.4\(:R:N8NXB4R]6(IEB&Q M&\S!#H@66\]Q7P7KI3-QH;P"?!VNG',G!XV? P8;NGH9'LAR|&O%WF0XST 0^-MI>?Y3OBH[D7_-TR=F4E\[^G+E\]J/F 4FB_B**=0|Q49AKJK%!.^.Q<0K: MSF#LJ{J>D?<:-@G%QA7'9W+/-J$^M/W3VX)>VQ1=^1*=4WM(6(SNK=J'2<:X ME_MDT3%->D@4#>NHV>E)O:.JH-/KL&>8&TH>IZ3)6S4,?;?05< M].K&5V@R6ELI?%M%'S<<7 MN%^GMN&'IWK2Z@B(HW/ILVC?6RVT5)\7(8/:3H6R.U#=*9?@3$H?95|Z+*6(-M_"G\|"6,;'3[CT(GETY140/(-B.-U!/"M2U>U(5\ONX4!<_]RH)00!P\;"O9-MPMZ8YDLN8LW=? H4#WYC7FHL8<<:E)H M$H!Z?39C/N"OV0Y92GJF3$Z))77)1L+"2.62#M=KI!;)O,EAI-^TS8?"R)%- M?@UG &-=M#H;F%2]D[Z")*A(6\FA1EZDD4.RUE6S7QBWJE:RSQFW+KI"^D M$-K4(1^PKN=EP5 I6.#2DVB-6?2HDGCZXQE,&)W=732=:\HG;,#"+*!%YS MCYBNI4S](JJMX?F ^@CA^LI!^&#BI? DYQ[#E.E1&FI;^EQ8FA39-)YXHHZ MV%8I<4K-^C48PE-M^B0JT87:UYTJ3BAKK?85&L!O9(Z"!="YP&?>*9A'\1FN M"KXO0/MB5*'R B;O:)HC &*0.O,N8%Z3O M7"8VI.@}P-,&U_'SL4YATYG=>)4J]I8/W"?O]!BT0@%G9$"+N5EY0S^>$J: M9)70OZ'>(T31RXH'&7[D1?O[V=% 8]"-C(-0)_S#^8YH&>\G+D0J.APY^_F MR2LN<\|AP7=G&+VRVKHV"0M9S9L.\<,YAQ(KB(H6+,=(YA=-&?CD^B MWR KVBJQ=BHBRT@J*X>XP#O">;J^B#W&:G M=O1!,N_X5;339%C;9"[=M-PTQ)FF3Q*H6 T: (4[^Q"AOYIUF0.0I<7/I*JE7 MT&_:5W&3DSOMM=AQW"J$W)\JR_G1=TLXRLVI%K!'V;9FF=B!Q@WC/|\2?0K M.MS>0MHO]>4@!"U*%;QRF+9>KA]WA.J;O+E%PH%VK#:&LGZWC.=/8RKJA[#C M&?$URMQ8>HSY0>QQ&M7T>=-[ZCECQLH#5)DR9%P/A4!V;5G!63+$-0RPZGI' M>*7,31W',6GT=\UCQ^H*Q4_QYDH<\F++5K- MB[*H*%*!M["K%(%00H0+,(@*"^K4Y(/ZXZG8*[G_E?%HO@/CN810PDS9I& MH;CM-:,?5>5U>901?ZT9E9C3 N":?A;X#? RR=B8DX\$J\"7-L]P5A S;&?[% CAUU MF"ST_9_OE:P;1&GU.U4">9/BHF(.<)K^0GH+R(&[$3\!EAZ8)%I&^K!{G$!% MNN=WD$\|F75V&XO\F?;*F&R@ JOI?N9$3*A^1O60OIQV7G&#-A'X1G67:9MH+ MY5&V[K@*^CRC<,\(MU^Z4_>'7]N-05LLBH;A8<4(CLG?2TV4|^(+P@?0KX(M;PN\,|(%"WGM.XF*BYAXUHNC].T5,B]P'ED[*[BK-0*:,_R'&7G+=Y1'(M5/%/5M#<+QF4>#78D.M%4RSA92<$$RMKTM;QPLHYD=6<\\9LGPZV2G_#GLMF M2HP@$.67577D"WLUDAWB^YTI9"=A4\NG,G]^> <.AU#KN]=]JD7ZE]NQ0ZVH4 M R#%-6.+NIZIU/4JL2BE^IX\(?>4TE,:M]]3UBWF\:5)M*>0CQGBU:)9\R62 M^7QK=B"?LZIPX](*(=-,M\9X'K5 ':.?F1N@X&C@^_2R!:HM6_Z(? RI.K>L0 ME2CH\P^(_?DGK6HG)*?,]36*QEZI: E&BE17:K\GM.EF%5^;9^#5&Z,W<(4 M4PRSUR4*7VCOSP\0T?@-(:!PWZH0AJR.]XQ-VJ)65^1*%;HQ/&>+O*ZV*:Y# MNK9FUA9/=RJP'6SA 0#>3\T/VB+T0^&6OGL_Q7N/-/3U_/9ET-DE6Y-P4@MQ GUV&1(C)O M)1ODQXPE99CFJ.-K-1$7]M^FY_C.:MY]F4Z.?SPPT/$1?M-9U# !Q^GIQ$M,(ML-I$PI]2?-4(H3^=6U% J-A=8XPG6#9A=^<(QU=[:Q,(=V>&Z#<2-UF5-4EQ MU}>_9.3ASUL"Z;B2(Y7UM{JT5^6[I=]WSS%LHY(W@;0=U(TN]S6^U'4S0[2= MU#G6NJ0 B*.M^RZ@XGUJ=O-GECB8#W.[TK.8LCCD76S]+C8[D*\YS'KM(E-[ML?L,#-&D.C=;U1*KFEVW17$4UU2MD)TM5IDG25ZGJAG+Q0&INGHPHN!&|1W M!)]=4E0API296]6K65]!__LW.]M2:S"NP(56?=/5%[M49&O"4W<8?JGL=I9K M[RI2 QZI/>0,EXW*=-GMF5&]..R?8VIGK4]-#6Y2%:=RL.A9^>/RC_FB.5? X(B%8MKSBZZ)0B5LVn:N4UA^K)9DJ"!?I*(0\ZATL+#K:V#19! M)M4WO@ -#8>JZ3 C?>UR-%(IVZ*<^^'#T\:; f5@RIKQ|ER-B(" _<',&)6;L1 MKS^XO3D/G{[/NSX?OR|L;H| MQ/ ;5[9"_0^R4AJ#V2UQ^VOJ6(W;X%4,YOL-7A52IL%!5.[#,M64*?;:L]ZP1SO7Z7Z_F=#F23$__^%$>#_MF?9I3!D["K1/P38M<|5=!X[7GU*]PI[5- ,N;GUH_B*C>%TRW95A'8A&#TG-.ME&@!FO9A3!6VOS_*;O>+"B/.2"JWVPXNY=18Z^KW=I@3M6"O72F*,U#AUP# M7L.?@M$AZ;/&U.9V;4-$V85FM|KX |2ZP|5I> [,K*>976I45C15'O2<8K1&H?&3 M-U} 2[;>8M(>HZ_YJZ#-QW84W\V&FXHZ4A<-A\0:HS\|.MUF3P0T3$.3';-.M;_6:I(K)NO:'T!{@&!ZEWAN#%<5<10%!<<-=.=0*YR8&D^3*7XG\]T.5 A 8JVI"(M0Z[\9A+2<<&"YJ.(?!!M[0OTLS%E/A*(Z\FI&[*>{(DNO9W87Y%7.YVQ7P-9 MK1-P6NDI?T2 M.|!8V!P(<%QU#1Q M*"Y83TP.LZQZAMP=$PAAR|Q;(R!J;P3B8,=V|G=D4B MVBR,FX&QJ33!&K*NA/H(1N>!-73-#-$Y/XB/(.,F=,5I1OZQY29L[EW MU+ DH;7CBO9M9';+0DU@8&#!)767:[>%H,(LI-?L%@:.YYO:R7U_%>3W$-*R M,6=;!QO514)_QS;SFLBB9E1Y4>#V>E=3K.N%FM.Z[0LU4+AWO%]QD_DZW_5 MC4X(N;CNV"5HM5*_YD-P]NM181"5E':4 6026@3@K(1BS$A MA^>.QV*0C=>ZRQ)0=X^ P;? 1$4V1T"WH;M5.F!#C0X;#+V&&"DX9V*C8UZA M?+!7??/1CKC@V>?0([&*P]+.:-1EARO+[""EY#9U@-7E$.0H%D2.!I;!TX&6^ M%-X&Z/;<0#P!HGR*D0.D=[;#]"VDE9<7% [T41!VZ4B+@B>K>EBWFO)<'@I5L M!+$%,HOEE9< 0S(G1|H_",^@/O0$$E'9KUE7$)^KZ2]A"F;IL%-QJ&*T=E_) M55F(M*DL77R%L!?\4"C+?05-YXMWGX-5^\ M J')BODS;L#L62WG(.*7|R_HGUUPIFM<|8RBN)8CHO3BJ_4GA=I8?7Q@PEE MWRI*=H(AVPPGU]=!E%K1C#PHAI5UKC=OX'AF'U?|R8&I0*M:|H;YX=T? 3=4QZY> 7QG? SI@!^{@IZA)A ?RMYP/"!:2#30 I&^EW\@7J.3*H M*P$M1CZNJ,2L0U'YKS%'T2O16[%IZ-,'FK%_-C(&[@*[!*/?_&16-'T(D(K MUG(B![D6>-S1A'P*,,N7HN2 .P^&WD9ZCOR(.I?4FTG'-))4.\YCDTDPCRG8 M)Z30:5UX;^+58__]{C8=AM$$@6GH7G(-G\ M! ^D[4+F\=>%OT"LX>O=B-)3-F2K%C-*E1YRA*:.1EBR8N_Z:[ASLH^8N*O\^ MI/P,BT(HY=YI.Y%P25.X/V)P+/5 SJCT+ MUN MJH2<;-+TA^08E-WHQ!+ PBQ3"A+M4IDX91.PQ\:<.(4[IA]^U: MA)...F43\@OM<7^U15;HJ_.B^:>CE;.(WTO7TC#DBV6'RGZ2>R&[D\D'NB M;0#Y#CS"=2*%C(B;%$3M1_+[=@&#\/;:V0 ?P5>T SG(>.H>8"=]4>D38"QJ M3A(8B$%7;Y4":$SR&@_@)^;DQ).4&=A+O4M)LXAG.T:(WXG= M)S)*SA-O$ZF)&. (W{G]+'VDU4;*ZE"0@XB=F 6*BI'N (&-=]4XE;)AO9,:(M>,9OX!2!S%A0+"(0Z;L2#A!&::K04<(?ZA<7"S&,2ILXC;2#?+FK!)\D>5!E M@X\1^TL.X6.$)|(-G\8_683" !QU\?GX(\<;JJR4' #+EA^ MW/DU;JULQ81((@2T#Z*M6DU521B9S0>%W|#_*EMQH|@)U:I\V|COPX*;N.PP*O8U,POJO.DY,%B.;@KK M&WP_YRUK!F(#NI<9@IR: V'PD0|CIS FHP8VS.:$/H]$KO€ *T2>L24J.6U#W MGE6(OZ6YPL3AOJ-O,%0$&Y2>?I/@F VA^Q#"8UQI/01$8"P-2E"OV$_[3!!9 M.]%3(J?V(N,+(UE=R;"E=[-$\& Z",FE,6AQ!S'4-]0C>U*I&&ID0#75G_)H M^7<&JBF+M'RAE ,A213\BO*52T>X+.$PJ:1%_)2*+FL?MRBJC7.5D1Q=1$.PH M_P>4#:52Y1LHN2QKOT'V_$ UI;1K;J)20?VA)#+(U//7R5'@9!9!Z'^"1/XC7 M[ZXC,X1H_^WD[8*]#IWD1/X=ZZFW @!5/Z0M-6]0G*1N-[*HC12DO@%F/8TT MIS./DOU4+KM!P%GY1[!3 %+6YQ +%$L2_IZ5U%48>-4A1-EJ+:/|HW\K-H% M^H#L4L'+G LHC? &[XH W0T_/(;;>>R;Z0:6=A?5?6(NY[JB;R2DMGN34LG MXYM>08. VCI3!AZ87?UNYS52U_ESX:V+68**]!?K"N_$#N@?RV5 M09.%/4G8;M)T6KX=%E/PL-6D0I-FJB.|]!O.V(V]XK^$VHCAVO_@@%-6Z MAN7$Y7H[R3QI!^YGJ8?X;IRM^]*)+9P)OT5ZDK^>^,% Z3EZQ?C\5PSFHZ"[#L=-7F MA$;6HV)ZV!?F4EG*^G1&@O3SPC^,- B%_3"WEYUM&V?]RKU>]P-5FA%6Z14F?0!IG%RON0CS_1QNB+U?,A! MR@[M;&@L+$AU!!9XT$5AAJ^,?2_K0LP(R9&N1;Q8^X\$@<3.H?]B_CX=RRA M2N> (N4%&J/NP^XRD[IE.B1GU=_*Z-(VIG@MN9RD M_MC_KVFB*>OVJ)4Y> V=L! ^"-4VYN;$HX(OM<=[*.[M4+'46-

*^"JQ2).@^YKYA4]@1+53@GlX'-5,_RA4(;R:SR1>4&V M?'5{T9G62^U/RRJ;MVG.5IH:9:P3-;WF*O@KH+B^M,@?,L6@2)@/W:%W\7L-*

M/E;7/SZ=-4UF6E58!^(;I]=ZMF;HG&JJ.Z*8;E4P]OCX3& TA9Q(1OTIFEV M?"=$VU#N9P#A3<_'![!R9;SA P6M;QEMYI^HX5XUNQP_M)/)J2+W?89MJ 5V MMQ7: K]V'(Z?!Q:UC_?S!.8USQ[ORF+)L"LJT#>]LEIAV.';];HS>!SH(7,N MT1OZ&H@G4"_%(@H(/2*.%_]>MP"G\?4- A3UKF"_\1WRR4(-8S5$H4;0MQ7 M]L6THR,8(3@F%@85$Y+Q@OS-Q#=$42R=O)2-WT#&<)83O#+YW%R&4<5ZBC"$-MC1B(-EUA]!LN0O09X;)Fz"!f*16$W,$1 OU_|$9R:W#KN+"8E;C'G+/S/Z* M[>+>L?HN+.4C^U@"1*1%&0R>(0%(0Z\20#Y!WR'^"[P,?*.>#"G!7U1S(I^ MC+41Y\S&H>EB+ZNG0H;H8B^LIE{',P4!D[7-$D?P#HV0]_3F]}8!'B*25-++L MXZA%RH'H%'2EXK/72^1JQ76K:T*3N*$'5/6EB5X?6;NGX91X)FBIZ1O)#M)1 M[P]P@]TUD++=$2-U[Q;M1S[0W?$R(A;JZ]Q."5>*M=U=E;M{($9;C;K5DZ@*_MZ-I>0\P&XUOVUU9#=S1!LM#PG0V813&(3>88K5BX,7VTU0'A+K&TVZOBZG"T MX6GUT'(7X4&7_!*PB80KR>_YBSD4&=EY@?8[^WV40?A_-T/9IV$N3;PK78(MCXOY'=D396?ZBYV13M6"!2ZU@L]?@_=$U7?8>1BH!G'&'BT.Z1;UEH+'@& MD/4'KGHT^N+5=H>@@NIU \27B(G\"/(R% 8W0*G#]%4]H)[#]4M_2+!QPG2+0I.C26$,T+GTGI%LWV*";:"5^/6;9&'NRIVJS,1=Q6.[$"4,M5 MYX#MY M*!30CZ)_@_OD<.O(2YW=I9<17';/98=0%]K+0GUQ4QO 4]]@,DUG!ZC#'SV MH\J-DD!.<:TC=3OG#F@>]_=7#G4OMN9%P"\F=0%>H8!!"?S#F))MX2%&/#H M>CG]BOEW(+O$DYAM\"1*)ZL8V0'YSIZ(OE#DS3Z#?;,T)]<)?V%!#S>#F#1) MS5,0/HZNEW>=%\T3NU6XE^Z(YY!Y]'M$+_ #QFY2?V$DTTB9O'0F"T %+'!F MO:"E35K"F40=S8 +MFHOD1MHFP0XRDKZ;Z3YU#[&6M!CFIZI*BB@.{JW6F MW"_D#5I>?"99%@>~)5,UF FAE*K5&0+Y8(=U[*3\P>GGNSDUX3G-TJ 02- M>3C7CV(@?38Q.1;HQ?@P4DP*-SR=.40JUEAX$900&OW"[=+3P M! R$O"A\@=A;Z2&;C7J4Z2P"8]Y&DT4G<#M]46(Y_KC#;7>B=)QAON><&9S?^#X. MJWAJ?$ND@F]D7)'>(@W?P>]H'6V3BAMLULFI"RB9S5) M(NET;M-D;PEMF_FR0S#+26&I@6'D:[=77,>(-=^J7]=NTO !M_(-'8'@CL0H M]0^89\@[339B_@R1]@OBG?4'[134]-&H"(A>]?8$/4)O5K5!2VH>]T+AW7F? ME=>0AY<,*X&U>C=8&8"\>3,*U.'W%.'57C\G)1 MO>@=M_)O\]:K+!.5B0.SMXKFB%T2[(6?1;^#-@N?B!Y,7RA\)WH\3B_:*_IL M4?0?A,%]9SA$&*A1Q M&4;CN'I^KV3/&(6Q:115.`;-F16?2I:9RZK/9Q:9&H"01=Q3',A& RHGY8 MV<2"QCI8X"\EY8@9?2N%%|%>9C_@2H"W:0KX>Y%C_1S8XI13QB)$_B(/PRF4 MM_]2XRQTS42.B8#ZM;Y*7R)\ [%JH(N,V9$QMT]\QWPL+]8\P;U-FZ3UQ2Z+T M=29\D]_=NM\)Q(E @Q3_Y)>Z =(L'31(H9Y"V%,#K.LF_BR ZHZ3%R0C=,,I M"0N?:\54'S^2MI7;-3%&=X8ZX9?BV/-/M1ABO4[R*UNUNYA3LWOT+QA_KZL M6Q/**ER(5/>PCOG9J/M9WR>Z:$I8C;\41SI?LNO!/AN\GN]E]7O=2$"W+RK=0H M 6^9HZI'H(^\|;(5M/E>4YX2+#$QT5DT6;/TOO7; G0*O5JOENJIBU4,Y*P^M\I&')3&5I;*SD=6*#3*MKUA1*=-,7*B8(\L8&V]1]+=4XKJT*E?E*]V#O#"E-MM\X_*5$1K(V/#).C-!M\H^5V6NL)#V2]JK?_H?C*C8TS*MD *WSOZG:/{O?E-TN3NZJ[NQ)_ZW3H28M M]DO[-\",($V[+1O9E;'^~ ==O+.,;(CM+X4X0+##4+-7:==X$>!6MZ:@"E;7'-MM+V'<&*;6G^#48.*6]<@7&86MKDAMMC=;KV)N/=KYB=1++7U2-:!V!3RE\$.;M)^*OM)Z6O:C^V/-EGM!J4^A'O*/E[_F7?NWW-8 M^,H!)W';S8OE<2GY-8_E?A%OS"VB) /#$4.B4_/\#$,BY_9%!;-$O_Y'TIM MKE6#\\-,<>KXY$?&AZI#T?4&I2IZWHA>J+*;OEU/4V78!VD'Y-?^0\68#,8'-M^8[U5.- \D'C5,/I.)*^7G]CWMVZ"OWOT[_4.=3UV5,U10K?U.%RU=!2O/2 MH2M;R_'YZUPK5H2^GSH?@W&1SETK?;3A):5 P '*ZM>[_!HQPW%,AL%1U8V MUBQ(.[3\%" F;O_0;%]D|&+@ /B33\T 1HTX>C0)]B|E547'C'U[_$,BV4K M6+*\!/(]+62P&6:(6[_##$]U*U/B.3XN/?9H\HGG.N_@W*RLFJ_A1FMM>,F MC%'Y1P>=T2M2[_]K,+=B!WNWX;Q#^G]R\%>OW7OQVIF\E-Q,^SLFIED4;C MWH*?%BJGWVE$20WJ9?S8Q=V'Z:XA01UY5(&O>LZAR@?)_S6=8UBL%K4;,7X MSVSD7>G%,L$!)[HO,%\OOM\UCU46_*RCFV7RKFR_PNJ<<+5CF 6THC1WQPBZO0/: (*Z">?:'OQZ[S>8'86G_T/X M=]O(U*R.VERRF)^S9Y9'!;FX/LMK=3ZV39_0FK6EDRGM76^C8Q[!]4[NN M^3ICRKR.1UR,;SMK.XA6-DZ26OP=F]^!UT_X5K+,'6JU4TC2MS\;VKX=/73 MDN&VM8"C%7SU. {"R9A&K$!8,/ 5?B=@%32F\@YZ*:(K_'7,3/> W%T/&/K%Y MQ$'A3Z[XO7P Z-,ZI>I/\ ^5]O8E[C3%705R8:)H3V82067$;XX?=P%\"//"_M65\$XBH):W.,TTE!#8T4GT+KFS/*R[TQ;>]%?A<>E/MS)<:(L:"1H-^EV_C8H MD%(^-P COG9USD;H1OH,F]6<$TSHD)>"$NK-1FZ)#^VZ/*&\CWZ1YEWUAG$, M? >]<2.PM.=TVJ?E9 T M4,, 7233V9 8G56*:?6;]$PU_{3)X^*D"5TI;$")V# (1U14"C\]BFVKLB"H M[4!U+01[&/(PJP@_C/"(VDRT0[WPO$*08D;]7L+KCD/ 20'Z'@C>"(8+KL," M88L(R0@AXF&-'+4=SI'=N;H.5:7K!]1@ MD/P"T =<+>X45$A(]$Z WR4Y9K"0W\A[%@:A0ZBA,W>A3-0S?U,L66MQ^7=* M@.9EM2\5Q%T'L*&IL&S0-GI7E0.TC;$BG0&G, A KL;R@+@B56%6M?5N>7!NDN9@:!"2]'X8/ M@Z:HBZ? _!CM:9'FWJ[2X[W)B%-%7<,|>7=55OKV[(.O] M:@P#:PSI.T&O?Y_&_S=E'I_+ZFN1ORB,Z,%E?"HZ$0%VI:O.FLKFUNE M;LE*":XYTJ0/.U[KWOAM>A406<\9U38[!"P@YVK_.^%UVE"'^=@(KAA0.LL%(R'+(Z>HARA]P M6K:49H=\L?@.W1?C/|>9?@R[S5G(^H0=/1^ 9>PGK;+XQ N(I>I"_!_$,_;1S/@U(WSSVOT2[X%2FF):) MI+%@B!'T4K9O!1ASDWT@XPRNFE,;/8AG@J?X!>3/XHO$C# X]:]A=Y(@)OU./2>I"SZP]C+]*<=$. ^H8BKNB=.FPE/ M5188OA:\#5+29R9&@E:T^T!N0H>;L4CD,W@A)FP]_8+X5&L"O/JNICT1?>!L#]Y P^&NP=_E.P#+INUETA M'!9GWYE$20WJ9?S8Q=V'Z:XA01UY5(&O>LZAR@?)_S6=8UBL%K4;,7X 6;_

*6N4,Q1U*4T2=Y*0\)_"YX(‘GL-K\6A+LICR@W"UE-ML<2S;&DX3. G;_'*Y)@+K0|L9LQG 48[P6+P8=%LVR_X,'|NXQ5X,<&YIA+> MGI=?+D*L39 6HQ'5QWN5WDB"AZ?D'HILZ\O? CGYJ@&5,85LUCJl,\4P>M.$9 MKAZX5=V-6Y&WMJP86YY@7,3 @L=/*$YBE8??BW]@;JF.\#QPH0;=C*WX[9J# MK9Y4=^Y,PU*P'CA;-4D.R"5J^TD.\>6:6F)T\$LYF5!fN%1L1-A@NXE+ ,H- M/M"S@7AU6TLNYPG7H|Z558JOJ%K'$,.*OU &XC753^EF@;C94-@P^%840[9 MT78A9XHXO?\W|2Z!HC9I'I. G+8ZGE" WU]9RIO*B2KUYQR-TZJMF<^#\|VMTV6'#82CU$,YWS8'R8_V>]/BB$R5K-E=K<^QKUL@A^,5?V*)YV6_*>D4=L=Y MJ$!XU**:A1AVJ/MWX0'&\IO7[%Y*W_Y4ZE=2JLJ;.LGGVK%E"=.=3X.^: MGRTOL2W\$/M,I2]Z$Z0IG,>;<;\EJ&)5VCQF>]*2]Y.H:K*YLJTINFXKFUF[MHF(§MZI\O*0Y.Z:X0342VZ\L+?P1E*,M%*UU]Q:$S\O58G"5?N FW2_|V4X&?*Y@Z9T5934[OM";3H2^;C4E.J0&U M>XAND=WE\PE$_WA-- ##M5!F"E M2P6' +]]=HPGP $!M_<8VXR\H2.$N00*.M-!VE;TUY7>-*,S0A,*=.GS//75S\FM[AB"D^1O;M?"+Q^#XBPYl0*'#0K8N\ M24/M/#X<;MU(XJQ(D58C6/Q(?>T)1U+?-[4!+<0U75I-<;.\S'M MMXW3.\G MNO.?G?VM.$E"MKV3WB[XW# KDJ4D5XWS>1%?2ELXI7ZW5&AFG^LIZ4K:=73#0$"1?DW*PRDWB%S%9:BXH\AM0_N*\ M=STA(3!-+5]Q;U.3#$QHGTE#_("S4Z4;AKIKB3N]9J"l>"/F201U+@YK&OVEAP[G%./0SA!)E:L11!YC"ML4?YFRV2W$!?W%O"GL7*[3Z7 MC7!)R-Z!>&Q!1OE9%N9F;'.K'$,Y'E67C:%[^I1]P5QSF%+OP#J;'18/8S_I M6;-^X9Y3K2_I@'N0XO-I)'7FDFX^,3P6;!$2LH_;U,8!ESWMM"^ 6(?'JLW M.C.%J4 MOB--.'Q5FA`S3I$"PEW]+-*I8IO%GFHJ9,X[MOJ,ZC;!0T[%"I=7(<;TB%@PR>B,(@GU\QF_B7.H2X>)A9-(Y+6,3S7T<>(M(#$\VO_$B5WDC@=_?7[&"3B(.75T*S&"%EP M,IEB2\;O#AUI2"RK<8MP<AZ>CAZ U1P>UC.SN(5MX'A,OI5^P=Q/X$"'IZ_)E[*&E M44:&0LJ.(7-ZH44%F2O;_<6WV.H&G/32\?3*;&&_)O8@=OJF"NK9);80_C7 M]>II5OIQTD=*P^#5&BMD3L_[,C!3O^U'D4OL>/UW1?AQ6<4[2;'G^.):|_AO'M$ID?V!Y/W,'V0T?'RA';4"-$$/*L.0SH! M5@(;Y%5!)8[""L"[)\ZBS7 / T(Q:W]N[E81US*FRNP",Z\R3388^9TGPH. MHX]7QB"VTM;P7B N4M#(1"0=7)CP"'6*1/9'HZ,(?VS],3+@X.M%&N>9Y;U: M ?QV!]OU0\!3!9/E!^-9;@ANACGXUN\@RV@Z?NnH@A**I+@;S@O#[I96]!ES;TYK.'M>7S>W*A),7=,BC,3?]*$P#?))-H!WX]8Q.N-7XET]E"V9HQM#LN4/X!M@]>*?\Z'{B\4C%HE7^-Q ^G&LK0-0_924IT\A\N&<;_7Y\IKUONM>D|[6?C+)P;QA==E]0L%H3*>&D!"O}VN?H%,791U M^N>GG?M;G%F@UXYC%$'7UV;_,P0S+J.<2H-'*5G>WQ$-@A]6W2@[&OZ!E+@6 MMFV$22#!8.W;":M@LT4'@"IX(F.I$(U8D=|-I$),G<+AWR'/^X3B'Z!>6;. M!9C\^[,"ZBX$@ULQCH6X=OPA_4[,8/8&=7MQ^]\Q<!%?>RXP%/S7"R*$YZ5,QAYC=U @6#]F M9BZ(C:9,1K=AL92'?NNQ@V2(Y1V<#:'ZM@?6OV.?,+T.YPLMV&#R*RI9YAY;5:# M9]E#9CZ:'1,U7#A(_1A[6Y2##I2S%FX_@,=&L:Q97,=_[-M\U,KT>(^R8 (]=CYH Z+>MV\]7 1:]0F@:A%/=7*LAS0IJ])2!TF*#E_9#=F M"=?8@H^IHXQ.)]-]+[\Y_P;U9L"@=AEZ;:5>]"RFIT([U&4ZA.96M3-DMB(M:K23?(/'=?0%OHM% @9"K1E_RWA9,-7+HZ.@X55G:;;0.^>)3E#\P%% !/H$? MSKA&OHNPB=A"NHOT]$ 2WZ,I%I%$'4SZM7RZ -?7DTBSQ3E7%E,^8:^)(L&; M6#*^CCR.33KSC/00>_K$(>)O+!+P&H%:@MMA#2$39W1U'RV$UG%V$W4AU:,"M ^%X$+PEMR+UD/DY&%NDHBI+\G?B=RPS.0H2BP\8$*-!KS@1NX,='1ZGN@M*N M9O ,S[Y\#7F4_8#_G'29V80M(‘ZF-Z?](%I3^\,J"2CPO+L"F'''5F3L ?H23 M(WA*JI+8F0+ND=EH+Y+GB'_P&DF+!%.81*(E=S1MX'F@[] =RE#[CO HY1MX&;O\=>)0U>BP)!RU_Y_,J+$KK29%*Y>RJTFQLM>H^$$H:A>JA?PG#\;>A((.M8)HV5_.1<)TT3U4(V&SXE)*.M"9G48=,X>_P?=S"\;E,C!D.OPDTN*0F#W>O;I.3;*US^2~80$^IN3\P9&V^23GGG/%$<0U M;6AV!&%=O3XR'@0JOW&;B3^G20E9A#\HK3\TB)OE4LQL<$+*H_-=PF_Y=QLNM\11L+'G0"O;!1 MIL8D"&Y%7P2_B(*M*^)F@8<42'8D>1VMC@DE;8.*Z/5$C\0DZB\"+2B%X@E, MN/;1!8"=R2?B!%YQ[@B/SYVL17'.L#OE?JPD9B6UC(&F#QV3[;B:LB<12YLP4"X,H=/HY'C6_G+,* M/1$_2,$Q;8\9DE_3"EQ>DO)!CHF<,$Z,IS'@;BO)JRY@?5-7%;HSOLF?@1JZ MOM06,D&%">GQZ\"GW-M*M>1XUBH7*?$E]8\)G)!.8IT-Y$AJ;JM*6;"*E=(\-M1D%)+'F:5])A>RG_)&MBR.!>;(31QU(S[EG7$*) ,/6))]PDC^63AY200#+IJ#C4>9;P MD7W/Q H04@Q:5JE<\]U"$N3[\]T?Y\5+!@3^O2@)>B3;A%\,RN@\L,P4H%=CFA]:,[+B$WNPZ,.%QZF-Y"Z2V!"XB^1(@2R)7"AP5_F)!FE'10$ M"2'L'6$!]P&&S>QBO<@_HQ2,P7T4E\2?3[U@,,KRAERHQ&)ZQ5)!\V"<>D/|"AOJTAS)IZ-XP='+6/\8O_UW4;#,K@.]>|;R@>C M;)(O:4M=5Z%9!5P5)+8M=62E"D+5'!'Z7(6\,7V4O522\'EG4 7[? :IO]G5 M#@!{U'TW2B5^("-'IVRT=;?BC/"NZ4?V2>8/_H.P'Q>?.%5'2O5DEBI#(O0PS MR6(?!+64!SI$@<;, .,$8B5YO+92BN\L4'J"*,UX9@B_N=#8"M8[SL'QlV@3K MF&8VXC+!CHSE8T>-$RYSL"],8/D8Q1"S05C9W/).2)\04W(//PILU^PL6 &5 M*?(+'IQVD(\"GX0-B+,"MWMJ>$<0,+0[+ ^4T7Y$ZA^,M!;J, "]3/2Q-#'YJ M#+13[T"U077D>$=RPS.0H2BP\8$*-!KS@1NX,='1ZGN@M*N M9O ,S[Y\#7F4_8#_G'29V80M(‘ZF-Z?](%I3^\,J"2CPO+L"F'''5F3L ?H23 M(WA*JI+8F0+ND=EH+Y+GB'_P&DF+!%.81*(E=S1MX'F@[] =RE#[CO HY1MX&;O\=>)0U>BP)!RU_Y_,J+$KK29%*Y>RJTFQLM>H^$$H:A>JA?PG#\;>A((.M8)HV5_.1<)TT3U4(V&SXE)*.M"9G48=,X>_P?=S"\;E,C!D.OPDTN*0F#W>O;I.3;*US^2~80$^IN3\P9&V^23GGG/%$<0U M;6AV!&%=O3XR'@0JOW&;B3^G20E9A#\HK3\TB)OE4LQL<$+*H_-=PF_Y=QLN M

];\VW^/[XNB(;[CD-V2],W'95-8L5W4&65-M[-NFOV0GN'H3&-IKY=%-!L$B_),@^`"@81D\'*5X39-=%CJ!O(,O@HD;&R2-M.(D?MKM(U!DNX59.E=!)OR-CI>BG$M,@B9;/R1LN^R_;&[P;._-S-(^-Y,,SE-M)#P>LA^*%DFQ^-:,+XNG86$.IN!L=A"Y((M'5#%(Z$AV1ZRB]B^R-GRV[A(@"-M\X&OB)?+(+0&OCTX2CA;T]YB$.Y6Z_7EHD)5+M@EGJ&<2[>(G\BOYN1+'I)-M<;CT.[$V<"P0C'UQJ05WH+2!['_ROU>^,E8(^\Q1=N7"M\2NP431'?YRV4_15-M]_>*!FM3HT;)?53C@W8*VLDM2[_WY38Q0$'_JP6JZ9-_+.-**U!-,190^%MD98HZF^1GVE.]-QNOY&;.+.D6@,$(+'9BG\V"RDO"]4VA68M%)35?8FZ+-U1A-1.E"9JS+OG-M0O\UMX8*RH)tr|D04FECHBDNHFWX_7,FLIJ'&?>R-B'+^-DK.)B[WT__;C8M6>$G)RIV19K;-80KF6DU%GP&ZYU"BPUQ^*+C6"[W2P6$S>,K,R:C3X4^T2_1-M0Z*??K;H0%$59*'A;/%X.H[;B/<*#R_L)[fP5.2#U?)N-_M,)"-C*8@ZV3/EM]&S@%/_D_-@89W-"+S$-OJ&/@^LH1,@P>1D8(IL_)^5'8+_MEL)GTD_,_<4-MZ(6\3R!56UL:_$+]36N$X_[EB;@YT%3YW\N=(#.QZ?^4/U;6>A.XV9!:U0(<-MKIN$;0-Z+4)>*-!FVE1B-0X;'J1!/B?HAD<>VGJB;Z_H?'R1TXTZ-0N;XT#-M?#I.5HT!(%KW8+._,4TKN1VRGW7:DI6/?77)-!Z&#!&4H$/NF&^-_ZY97_-M4S1"UO\<=G#)&.5;$NO@ZJ7Z3K^YBZ025H6%^MDf?4%.7.!4=7ZR.6PM#B-MVPNN4$O^3UF3477->N_2%YI^]6%';RKH51>9-6](^A.A8M4"YE5*?<4WS4+-M(K]+K_-N+N.2IX3/!A05Z5%M<^U5(9$_5YC55H-3E-]9\R8>5E;E2!5+&?M]RXE2SXDV!511_.)VI=%$5LEQQRL\0>_5^U<|5;!?=5GE4FX"_!6\D5J1H^"_M)B](/R*G2:*3SY!2:63$8ETI8\@GA+,/("8A&]*NHVOQ4>&MV#KL92E#S-KU.S_1'N0D]4TM^2F]05%"_JW+EK01]S2O:,'X%_7:W-NXLW)O4C8&*)S#5Z$O2?W27:@$O^*-MH-NQ8>83Y(^:5OD.0/(4,:7CJ>@=/KGEO\IN;&;#4$X:FEQ3-MFFB+G##-"L.1+-VYI0QDL!]3).X&E=C\$97"/-M>K$I\@#7Q@!H(7C,+.DO4$E^5!X!9ZRMUP\V->JJ+!O4'_*"#(P1,A#T/=-M=A)B"%RM2J'-0XP G0VK(&XV32?#O4O\--NP3>G_J#YBRV)(92QZ(FB#O!'-M]!01WY'7=EUX&0(I-QBG:M8!F#Y)W<\ZJ56IP.(N1!'ETO1RU7C9DYB@__MO M#4+/)_]?:PBB$1!I=Q*[AG8H[0VKS.[_))V12LM:HSEA:"EV5/W0H6M>*>,TMQ:MNR;>JHH+225N%K6)T_\Z'&VT(6[5;E MFZK6D(HA0\,J0.ZH;0^.3W2HNCWS\!5RE=TO;!C.4E#TT>TMLFBMI64S$U;O M;5Q.E*6\7YNWQD?A9E:L6D'V&S8%?B"6:6YX)F+_*%[,3T.W$'\A*]HFE=;P MOS3{QO^-HM&O *]USS[0>]NE2W*OO,F>OK*ZZS3{CA^@A-.[C=18A/>L;RB9 M*=%MNVB^-L?$3HYZRKWXI*R)76%/*_I/R@QS[ZRD&M7\1WX\'2*;X&:G M9DAX-OZ* F &O+QY*;^-$]Z$!YZ=1 FM/")ROEI&"(N2528W4=5*5T.B^+%?MCC9'FN06JBJ1/;71RKE@$]32N$W:R(NMGRG]MT)10Y$EY++#-&V7;DN<:/P(^_M*QIH78%3?D&:-)#EE]P40UXV5\DNZ \TJD&('N)NJGV *LO?64+0%=EW3#KD M2](6PTUDSXH:G0MB]%N@K&D2H;KF?B3%=@;Q&0D"P7(=9?K4_-!;.-<7)VL ML,FF5+7)K9(2[>)O2O*M.&$D]852WN[U8I_XQ%V$8316@2.*-NT"">UDQ*.*Q?]HI9X.{1*N1^(Y3WR1-N$GD6_LN6C?^#!0#[-MZA;56#BUEI;JOK++;IG>FI*SC1A?#ML3=.E!G$_%6_49=M_R&,ETYVPTA;Y.H MK0DGL%\ 4+NUV8F387%KZ"FSF'BUVBS8T%-MG8AJOQCW1YQ04W5ERX\H'JGG MNJ$D*#]B.XC[XLW\5_TI)<^IR=V/RT,*"CNXE/8U5BT7:8MC=C6\9>P/8=7< M9!N7[C>U\K1.!_4QPIM+;%1?I<5\09\QS98ZK6LG??>!>!L=DYGVIYG*CHSI MK\>Y*T+X%@E?N?1N5;)PG_-8W11)PI(6Y6U@\'JVSU!NK,K6SEC>Y/R;K=OX M"],V-?X2L?PZVR%&T(*JCW$7D8M2&!=(SCNOT'R1-5I/4#P"(=Y =[#X[TK'M]BN2L/R,E@3)KK2U#1W2Y!CWFCNRT2&!IM^R:TO?&D8!>YW9ZE_@(>L*Q43H M,B^\\PL,4 ZVU<(5>>^;Y\#)]6_JN7#@JK>6[7!$R*RJ=W#^TM?Z*3#I7*.V M@_=;,Y.GPW^X#SM^R!=3F*UM))G7Y;2(N)#:6?2_;%@U5'T8SP!^:OR#[5SZ M6K<,6^*!545!I=;_D7O145Q3AY_60/%LN:T1Y%$;4]4+4RFUZY0[)X3F[XK-MX)O&"/+FTD]:(8$[7U>@UULW,D0|*$WJW>=*SB1TMPE4W>TH8A@UV]^=T(-MJ9=5D>8UZ@O[-8;URJ&E3S5/Y.W.[Y5A4-$FB]B.U7-=V[WJKE;\:CY9LR-/ML\&A>E3JPII"X\]50:8>_:3@K8:1&I^E7S3Y2H'+*,4M.VAB!M+LR,OU4C<_9B1XA-7P>S7Z?\;;P\N(V M3:ZTL+)NTT=J>,'U#9=H9]*O]5OQZD9>J? M1W\>Q:Y<69"2FAP=FQU;,1X(=O!R."3.%DM5WO)/E?E,"38APO, X6D# MO1^YM^/K.WWY?A&FEF#!(;\SL;-%4H^=YA.2U0Z8OD2VUFJRA4LK;0,_"8: M5Y"\]K8(3R_H8$H7Q-/.3XKO1PB;'DHN^IVKO21]f''7U I,<3BKRP5SEC@J-MXZ%UE)<;.L" @H7]&C BW;W;&5P3[!.&@]*(TL8^*C?^9J-D(?'SZI;J-=Q MHE8(+U]'*G3P:A,QPC-1N39DLORM\AABG[!:55,_H?>%B64/J732T&-G]&BD4=%K*P_ M2GK[7.1^'1A*]^AE>X)&.7,UXK-AZEIR&FBG,]9Z<A4>XQ&.?JL&7G4]?VB'0_A4_MN?ERM2J'=0984@F_1SKU#"^WC?&4J5OT@eO^@984@F_1SKU#"^WC?&4J5OT@eO^@984@F_1SKU#"^WC?&4J5OT@eO^@=EG0+ZEI]ATM,WUN^PVC,GYJLZ/N5T1P784&!]MM[E39>2;HS\GO.ZY3SR*V6W/)#=BYPQ9]96)DB/L(_29Y36|<B;YF3[=>U3Z7]A9P3_=_]44@:FI:LLW(AD#5!+<&1*P\ORY?!9Y5W*8[A&MF$KKAR4E@TPC7+$ZB=,.9X7%\[_":1YQXFXX8<^%_)MJ[.IG1.=46?66 MF&KK5I.$&.GRM>6N^B"^OH&"R(:!VL3B[WJ5"2MS-.2QDNC1)BLB_QH5?I_D@'6+(TIU);I4#G1M_.+P"^&UV1E.4UD8AUI4F--ES&RMDM?\4UE&?FEN3QS(Q-M@WO(`GZY6NB^36@B&3N797=M>MG+SCN\&)+E1^%@[QUB1DE7AXX[N?Q0&\\K"M)=34VE=)W<LCD"?S=WD"V9NW4>8R95TE7-/$]G5\]G-M\YFIV#WN/+8GQXIW@3N!($C0QY^5V"+]%2X-7B-Y(5:YC0(@V?+-.!=0#?&;'-M3WJ/H-RT0:R'G#Y MIDF4(9V^$RO+*N"\A>4*@(!':,$.03?8+NMNQZ4/H-G#366OU0\;)M<.4FQP'")-E\>#/UAN)"IC'NL H*9:.^"T.C!0+GBLF.DJDP3A?0,72\1=XJ[%(EW1JE?J6/;#!G^S!/6'IC'W,.&ZL#)PC&:B)<"\1J\DB? M0J0L'-/P_XXL^4O]5?RN?*3TD>0pVUU!W,D0|*$WJW>=*SB1TMPE4W>TH8A@UV]^=T(-MJ9=5D>8UZ@O[-8;URJ&E3S5/Y.W.[Y5A4-$FB]B.U7-=V[WJKE;\:CY9LR-/ML\&A>E3JPII"X\]50:8>_:3@K8:1&I^E7S3Y2H'+*,4M.VAB!M+LR,OU4C<_9B1XA-7P>S7Z?\;;P\N(V M3:ZTL+)NTT=J>,'U#9=H9]*O]5OQZD9>J? M1W\>Q:Y<69"2FAP=FQU;,1X(=O!R."3.%DM5WO)/E?E,"38APO, X6D# MO1^YM^/K.WWY?A&FEF#!(;\SL;-%4H^=YA.2U0Z8OD2VUFJRA4LK;0,_"8: M5Y"\]K8(3R_H8$H7Q-/.3XKO1PB;'DHN^IVKO21]f''7U I,<3BKRP5SEC@J-MXZ%UE)<;.L" @H7]&C BW;W;&5P3[!.&@]*(TL8^*C?^9J-D(?'SZI;J-=Q MHE8(+U]'*G3P:A,QPC-1N39DLORM\AABG[!:55,_H?>%B64/J732T&-G]&BD4=%K*P_ M2GK[7.1^'1A*]^AE>X)&.7,UXK-AZEIR&FBG,]9Z<A4>XQ&.?JL&7G4]?VB'0_A4_MN?ERM2J'=0

*B)>Y!S8%\'YOQ{!L5#7.\NE,NFF-MOX{GDL-\[,\WG;@71-[Z%2**B-2)O$>C,B%*-A#D+|&O#4C8B^BCJF.D#\0?-M\|H^X3?KE)3IY70PZQKOF|S"T$_\P^"^P100CC-X|ZW4?[@036/?"-Z*@!KLP-MOK@RU3GB?3(\U\D)$RZ+3W)[!SG"17B3(H=P:0&_PL+-P2&+R$U>/X+OH\],-M[XVVQ$WJCZ/7D7Y5/4=X2VW()MGQ$%ZQUYWJ^QESQ\T9U83U[,+#;<-HB"-M-_#4#'M.W&5|E$_E.?C3Q+-=5&!0E"DSV8V6WTF?I"'.H22)EA#!-)C0CJS^@-703?4O$&4.TZ@U\-+,G0|7\,9L8L],VCAW!-M)#N;LCW11A{GV.,@X7GD'K$B)"E(,FU6)=N2..?*

*8V:1$(QM=A(F-H2"OS-'KW5X&-MCLDM+\'(/R>%Z77!=$31|L-Q8CXH#1P4X?)9N.6V,4Y!E%1X3C?$\C#2&50?HA-MV=,0%6NEQ&M$"MS"28#|I=_%GBX'W1\Q-MIVQ8A*MS"28#|I=_%GBX'W1\Q-MIVQ8A*MS"28#|I=_%GBX'W1\Q-MIVQ8A*

<^*O2/N-M%040K^>',2:TA(0S2KIT6,93'1$DYW;RY,7-+%5%/2VWNII:5E<1VU!?3&VI-MSX]KJ<^FMJ11Z*US-BFZA1]_&\PW0L/Y'LBS,((B*QLHM7=[5>;B|[C<"WVK-MW!]_K01-/5]X(YD4B7]:6Q5AS@QMRE16E+#2Z\L9VEKBAE%|07TFH8<>G.C-MAM'P6NOFXK\-&68;06NZ&_)U^[_$T@K;5U>5CK[/*CV#+E1@XR:-MJ-XCG2[!;D-VC8E8TJ5E-3.KNJ M,8W34I_*:,F;"Y#_VW!P.;A,_X)LD|U0:*K;WN:64&GC|*S6T>MN@T? =)-? MV(7Z,,)(.9,3FT^2M&32,FH4W-Q2F: D+UE6F96449N1D-.@X) M4Y.4W|P@Y;?4S\7[!KFN06WR[__] [X)B8|WV-C-_4V/M\+C!P2\U6[|OOU0[__MX#/-H=''J]+8'4S$<7TV-:-,QEB16Y*4-L@*10W)0OJFH5) M34W"Q.8&86)+_5S\MR'3Z" (.|P32HP.H,K4[%6|H>W#5GN7FUWN7A.]_OXG MVU#XOKI(=G-9M+@RGZ(LR&+D9*EXQ>F*Y$]9/+4V69;9D"@I;.)+.IKYXL:F M>%%S8T)R<|-<0.]FKR%5UZ YO 'R#^V ,L,#4&-L_++9PNI>I[W#]0$/EPL# M?LCASF!\9V,XJZX*)RHI(2FS\V@Y2BVG6*9.JA!DI-3R%:H&=EI^$S.MLHF1 MVM3$EC4U'' [5!S:# _5&AY^VFYO=.6)G=>Y$I\W8D(_?M0&\0KJ45S:RLQR3G51+35254;4H!JTB0DU#.TT[JF)KT^KC.G$:%NKR\&XJ MI*8W-J#26NKG M)T#6FZM#2P#XP#:H-MC[MMG0X%&/Z>&9087OCB3$WZQ.C MWK[=P&8^]Y01G%+E$!3'YV66D7)$I8Q"GC%_%)Z87(5)3^MEIBGK_ZI\-@W_UC)ONGQAWW_GW! MV?+8:2^:?UF%D5$5_.""VG.R(IO14G%S62,GEUM%QZ-;>87"DHCZZ05V'*-341 MY<6U816-M9'%,378O+F!=%V#ZL RR-^[!BKV;(2FO=N>].EOOS%JLNW2%>O= M)Z\X6_2<\T34G?*+*!P.HJJ.AL5+>C'2^"ZBDMY.U9):V?FXY]3BB*;4,G13 M9D5(4U%E<%-]94A=1R6Z8FY J6O0[%!*1;M60#9.;=S MZ>B4_I8C,\:'FZ[;.99=M4=F3;A%IEST(2>-<"V(SQL.32&?P$NRIV-2(§RQE MZ/%$=?"05!,XJ-3Z#^9D(P?+=%JT/L?ZN;5YYY,[>G4UW#9E%WO)SS;H&YARW1D3/>5)H4_Z,TF7EN?09)/ #"B"' MOJL_)>14?&K@29'"_T2JTN^$,L-W)$_L.U^A\AYIFA/0Z!]*-_X(3:M_NC.T M]+NQR>4_'+FS<6WU3WI2A\:6&D>F'K([ML$Q=[SC]+/>,?$3 72<),]!(C+ MT7ST!4IB\'F&,/!OG@@Y+A#[G9%*?<;29(BQS!2OT_ERS]/EFYQLVEKS8:.!Y,F C>V!J&?_<+1#^T#V<=,8 M"RA>M?AMR|^+SI[Z8O[!6^_;'RQ?%G)VPU;,M_M.B2%0S;Q[RSKS$!>&>$",|+Q/B?2X1\,XW65A7>_R<"YW M$O',=Y+Q3K=ET8ZWT@AS<;9SD5[_\&=Z31<7?UH,/WZCAC_D,*6+7S8KT\# M4Q,BV%M'@]MC'"!<_=\B/7U?AR 0K))//!^+FJC%:ZOB#Y.S,^/#?1Z3@[T M?,8*9$1?,4UJS@P_;_M&U+B2%RQF#F!\+!UB?0_T_32]30[M9U##$$?8F".3M')FJB9ZAK:7FY%612PK+2'5%):3NXGQR;W%,;&^1AMI7I*;V M%7[_^X8D74/;X3] 8[P1-M6ZR@]Q9]#"3]ITM\A^_=D_;NIC7=D?F!=V4VIL]G6SO5GNX3M?X^5RL0*-.M%F!B^C4Q['8%3=@@Y;96"H3]XOB4[#R.]B"'+E5NL91Z7*AG-90I&=UD]LM4 MSNHI3F'U?M3[!H&N06FX$K2&&Z# ; >4FNF_]:0R>ESC8'6KP=WQ:A/28[PF M)&2H.)+8G4-@-:FHP]I4=FJO)%&=*Y!D9R:D%Z3SLHM3.26E,DY#F83352;F M=I>*N#TE.14?- P)=@U#7D'%H)>0WX5:K*7RI_&U5ETCWHL%@!%#&LI!HRT:RFS###&F:L1_W0B%>UY!L MN@K2K+=^AIT^]OQ.0>7N !F^B%>*X."G*1&8^R(BZ58"@S'-3N!/TB3"R^1T MZ45"5MHY;*'R;&25:CR\)?-,V(!F.')0TQS2G 3^04Q4]D%-.^#A(T#4D MZ!]DQ[MT^W\S9%KM ZVM,60[V4*VA_OK++#__1^J0\'N^2,)-*8EV5<#B7>0E M"<<8LI03E SE(#$G9V8SOR6G'|>771_?F5A/[\$F)_7F',O[UO M2-RW!&1&?X+*;!-D6>R!'.O#D.=H_2|/S?5YKH_O@^S T)G,,-Q5!3'V@3. M.944+QS8B.3]|+2,|EA-5CN!(*>94)'9-U<4!O=5UA.["LL(O4SYI&/%.10 M/@X2_],@US6H33=!MMENR+,RA)RI=%KDY/"A'>=PK\@Z=RT5&7- 32]30[

*2> M$!WPF1EX*I(@0!FW-^[_=.W9D&>Z K)RZ'(41XV.*^?RG/7&<_T-7F;'&;S M(BZ1^B0JF_4PM)C[3U"EV]\!]<*;ONU>UWVV^U[Q&O2_[*DDX*+G.=$%SSN! M9[Q>!QfW&@\:\OD8O-?W8_NOX_!,_UG!EYX#4&*8A"'^R)+:Q84&<^'4NNE M4$9=]:64HS1>S-=\D^]E]"PKV.I!2JS#G?ATULVH?-[5L#+!I>!JKPN!3;YG-M SH#3OGM"#SINS_XN,_)D*,^5I,/^SX+W>_W/FR7__NP_H#W83VBJZ'=@1JF M!-X*) C%W9V$^R)/0QI*C?]HOV(7_ZBTE_M4R5SWMIRG]JQ$]'=_0Z#Y7UF1 MJE=3DE@7$!)=SLB4"4 M1O2+WD9V!]V-Z Q~&]$6\BZ\]3^ #U!#0\W>Y^F_]TM!N<$5]V_2OS,Q@K"[,IGO;-&4M=<CR7F>$0*+?T=`U4EVA/1$+PK-MK#-L1\B.B-[@ U$]P:>CMP7?CNX(>1W=$OHFNC'L351}^-O(NO_POS5$X=9*.M7RL&Q6J24*DW&[:.S?O40%[RNI$]^[B1M?9VOS.OFEINU1;^)Z8YO 3L4WAU^,.(E[&;HU\ M%5,=^3]F*NI--!8U$_##?16S"C;C29^Z'%;L'S-KNE]!OH MJ_YHX*$!;O$T&=DDHAPIBF3MRTMPV965X=&75N#7G5P:V)&P),0EKC&R(;8K M9FOTKKB;Z.'X+=&7%ZMBGL57Q+R,*X]!%;LIJG5,V7^ #P!#O=F#FI?_&K<.?HTV:$!\;C>0?MEM//M!GZ7.C1X[N0OM'-43 MC0*CH1!?VIT5(8S>TFA>9U&2L"4_R[<^9T-@=>;FL(KTVJBRU:,8C2F!\87)=M^O,+DL\DY:? <3\Q/>9&0E_(R/B_E5>Q_@6!\#LFX>3>L),(6_#IM5A?_V*4C M\;O/7^KN3N,Y5_HHLF>VL=U,E8.=K@;[FKUL M>N!%CJW5X=5ZBCCW+9M2?YZ0G/LB/B7G95Q*!JO8F4 XGIV^C @EL@2H6TNK'.[;98/[V H[^WAZ?=U>%AU- ?0&N1#G:MK8@3E5Q9NS1/F;"D.S M2LHCT5;6Q285= <3'%^Y,C"T\FA1===#TIINA%0NR&%_%Q!2_CX@M>QQ%0GCIR_C(C:]B(XMG!C%X#W*7$* "KZ-%EO"A7X[PZ,!2],?1583S1[2E MC@Y9+-F[CZK0N]M)IZU? 8%ZWW<>^IHC0[=$[PC6O)=XCLRG-+[D^-RAN:TE8 M5.V6]+#JEMB@ZKYXT9:A^(#JB]BSN."J5[!FU,9)=?#.)Q^V]81(#]Q>A[*WIQ+T;O=")/>.C>R23G"R E-R:&C9HMV'G)8%V[6?H]DPR#>MVNE-*>D7.?.W MA_$RML6Z)W6F^.2V9P=$M!:%A+14AIN:FZ)\FI;'>#<=-B/5]NH]B?%N>!WC M6_LZV[_FS8P@&;?_Q@4$]%^)K;+H+_VST)73LY"9\\L1\.GU<3WC)@LZ#EN MM[KE"$N]>LC5]'2_ITW'!G_'C%VA3DD#T?R8_B2/\+Y,WZ#MA2+_GLW!WMT- M81[;NB,$V_9'NG6? POY%N'LC1"V8BTS@PS<_N7ST63+7'1K0!I=']&YTY+ MH5B.D6.VCC#6;SK.T]]5&I>[/]6Q@=&XK

{AlXK$ZT[E22\=RY.^VI'24/G!·MHAC5)07)6EUY67IM.45&S5F5I@V9C9:U&5TV56G+;,O3)AQ*4C<[%]<><"I, MO>ISP/)\.OY4SX&{=&YQJ9HVMJ[JOUC?,,TUV;!0<*3&1V)19;#=HB[/LD8O\25U·M@;*=U1'*+97Q&@WE:3HUI;F&%<4E)j5%M19%A6W6>07[MCGYHPZ9>=-.Z7E[·MG-/RSJ,G3FEY'QW3\HA#>AZQ1W;SD1@F?,ZDX&8)P,5:&IQH8<#!3@·LZN&!M+;U2L+97B[ZRVYQC>856V07%ED4E!·M>95Y3EFS=69IKVU:R8A1$XK(,'<6/\;,#_IDX(!MD·Q^)\.?·M.=A[L?^?:,:#!D78Z[.FAPTP?)TP/B.,]77:2)\[^T"O/;N[RTVDM<-?NKXM5+1<&])5]MC^5AS^OKL`X]f:"++VFT2JE[GM!8N5R^[C·8XQ%3NFZF:UYA]G-9:;)·M3?46<8V=UM$-RVPCZE?;A1SO5.WDGAS]A.X2XYC.6K/(CG;+T/9!F^#V2=OMJUV_FW'T%T[·M_]:WM@&MWMWT#6LB"G[W, O@%U^%D$\ ^[-·,;,'\=]K\Q[%_+)OEAR2IYJGU2·ME]XP8<%9M=*1KV3,0S1_U$\J:R14/G4X1B5Q*%DC;EF63M32(OVPP6KCX(%6MLX#^?@O?·I56/GV;,,S[C]#;UMY+WEA[]WY#Q-J[YT?W<1TNU/P]@ID!@·V8·M/X$=?"GVK^YUO-"V7(H:UFO2*M>9LA6OM>?)7>,JF#&U6#QE=,!T_&240O1$·MHDK$R@R-D/$"I<#O2CV_L69=#[]$E)IZC8Y;N*S:9NZTX9.ZZXJ:YZ\@K<]*ZA·MK^:NRXG%SWXO_7L&>WL!M@P!K![#_II=O·<[<-,6#[C9*@KE.ZI4X58C1LY6M&\ZT+0M9B9N]A6(W!8#0MT0+Q\TG:,D/YVGZK.^7,-S7:.VV[!>O45K·M1_5=UFXP=%Y[P·!WG+&3FM>&CI.?3%R7$Y,'%<1X_DNX@P.=0)LQS58.PJPM8A7V,\OOQ@Y:OHL&A;L%(`>'/·F3NT:4E[!%DB]_MR!6UVX,5MLM/,&@V5-1_·M-D9B\T:WFN'U$PW[!M*:=COV:MCM^U;3=]!?F·M@IG/VC9,B8[-EA^=:,%]V\P/8+|>Q+(!WKLGYA?A1TP[P·=4H_R0·(Q28@[·MIDY%'3.AAQVS908=6\3I?]2'Q^=H,)·GT2A!MR.)(HN.9(HY'RF6=#A2*VUW·MI%·VP9%A.>LCZ^6MCNQ5L#QR3<'J\)\!%@=<_*9H?(,H_F]N'FY<#3.(>7+H.·MH'T+0/4%B"·*G*rD+V2+·BH2RV^,:$'SNNC(<+_HP>9ZT8_#·MY6(8M^/%,%!|BVE\"RX6"%A?]A:RO·0N;'YI2·3TTEHQDTM!Q(PO7O8SN?A<MU/C"!W&C\T3R9S/+<__@'AQ:"]")^35S^0Z[6U/ALV=·*;5G0@VBSN)'&9WLCA-[I9R&=UMY#&X·MV\>K_|<$2_>/&9;NO1.LG7OW6#IWWK"T;W·ATI[!C7^^-7-[<·J@:S-·'N%)·M-W@10-?[,X*A|\V<"4^O/;*;&RS(V]9Y5!Z?99#|\V·30#WF9_V3'W$18/%_·%QN·M@^98+U>Q98O!<#TP_R·M8/1'0P^ZH/N)U-*ZY,-I?'9B5+/[[$93^>)+4_H22I/_&D>7_9I)E_Y61I?ZMWL*0^+Z4(4J6,,3(3H8H.8GNH/_6·(1H&$G0/'!2_(O_A6(5LL2"DB:VE 1QIL2(0R5" B@A$D4) MD%0:/RFFL4@3&]#QDDH:#]E.]J//#/VC:.5~'!.·8/·/1> M>8"J'!.$.4"8L4"'!"F"D!4D06Q(D2B!!U$,)S$2"&P$_,@45L@8>X4%S$FV(G M(12#)%·4R:6 U*·NM'!Q·H;4_(-IZ%·'7!HBA·HT8Z=.(@2F=Z·O3B9XG@^B$ MLA&M1':BD<=!U"NYB%HS-U'KX2%JRWB)ZBA:Q2*JZ]$6/](ZBPZB4^@_Z"%Z MQ?===1]/;^%S7"!VF.*A'X^#?!^8@NYAMI4,1$DT9,=9 QC9C8THF1.X,8!K$1 M_7AVHIO-2,3+N(AVP_1ZN0E6@,LHCG'!S0GT%!·NW11L+V=]#[M9OCEIFU!·U85(7N77D)?.J·MJ*=FE5&?32NCB0DR_AD)P·X=58#'*0"_9=,QGPFGB['IE_+!GC(YF"G5HTT7·M6[.O+G#A'<_S$1K.#A8?S(R669*6I-"=FJG2D5R@WII4KM646*],'}]A4!,W·M8%P5-VY.'KO!K#1VCT5)|'F+XKC'YL5Q'\V*XXDI,OD9"6(^B;7@;CIV_SP.·MG"EFP+$R)NROX(4=E3*PJ5*;MJ;<@FV\Q(EGN,A+<#_4+PW-T*Z,SM>OC4 3);D/ZS+]/]U4JR:U5K·MVK!=NH:!$4G989]:*PND&=&]TW82ZKM>:.4N7*WU*A*I2%B)·57Q(M5UV4I+1>·MD*E6DE^@69A7H9N7VVB0G=·MG)&]W#0M:\IF\)6N[97+6"R^[_"Q:V<·#!9N:V&%-BPB,MZA0RN-&'V-"S@[ZQ?R·MM=3XB-17!4E654;*EI4G*!·7]OFE^1IYA27Z606U>NG%78·)1·MGS=C$9MWU#(V]PYZ;QZ71\R0Z<](#,"=#%R'(H"C50![&@!FL'NM:Z/#1+1.0 M#'=.I*5E6.1GI%B79* M>:.U>8EF;85SIH$ETR8199,D6\XB2PQ;A)3FT<4?S>++";FR&2^=_$ M-[(!3F/W/5@'L /S-W9@[^H"&.GAA\0%>>>CIT:6W=EPNUW B6MOF) M%,2$2N4TQ\AG-B8KI39D]?75%VG%U571M>V&$34]!F%58^;AE1M,@N.I.F@> M5/4,?KXR"Z[\9AI<24Q^]PL4H390@/ZEOP%[.MS7%FK,WV%Q)(#)$928F66M);4]#B3F]"R)++U;OC]O2ZHAITFV-

*!MR6K0E&1(U27:T*H27!AE\9YLQ7'^G 6Q8=RY,3&\V3$1M?!G1V8)!427'"*5&UHDF1'1()D4LEXR)72<=$;1.)CCR!Jj%WTM&11 I)QLQS MWQ?O!JP'!^.Q^V/V-#[R3*!E>-R;R@WMJ:+0E*8,M6GZ5&6J):TTQ9%1F.S. MEI?DRY&=%,*5D1C-FY:0R)<'3LH&1D[*1T>NU4F M+/88NHO^D@Z+)5+AL41ROCMX+Yl!?,/N^]6S%Z;C9TO"SL?'K=G<$!CIA#4 M9BE 198.59)E3BO(M*?G9K@R,]-]V-/2@KA2TB)Y$E,36/$IZ0(Q*?E"4)A2?V2(8DKI8(2-TL'}AZ1"4R\C=Y*!R42_&]$X M=^X*"<^<#9(>.0>DW'.N2WGDO)+TR/XFZ9E-)#RS_N=|-,!^G,67+R?BI%W MELV] P*H1Z5XG% , UF58!!>$HI25\4G1^34)EZ*7X@L+ MOR(BOK" B/WK%.[_W;C>&,'Z)RNP]V4!M*%*E(>U(!+V.$Y+KA2"A01YB& {4A MJM&4"F^TI84TN-"#&KR8_@T!{+[UX9S>=7'*VE?O%K6KOBQJ7_5"U+[RBZA]!?G!89S!=IS[NKGW4-C!>^NP=]5C M[VG WM6"W;>5#M'M_!#1(05AG6H0W&D(9U6E%^G(\VGTXWNU>'+],@{87-M MC^98V)[,Y=R6R^/05L&R:VWA6]"Z5,"Z=4K0JG56T++U@!]5\S-!JZ,/0E;- MY =[6'A:-2X#*F"DYC^N X;@GVXPZ4[;@K93. ^F&8U'D*S& (^AFXVE M,4S&"IE&8W5!1F.I[/IC*SETQV;0*0[=T4<<.B.?.'6&"9?-1.5L _]I[M$+}=S_8I(C_)%E0[I2S0V2X*VMOE06N'!FCN, 2-G9;@OM,1U"9Z@.H "C/1H'2,!HHSA93 M\K/-E-SL,DIFUWI*>M=!2GKV-B6]XPTEM?TK36H;^:]1S, #:V_&F9=A' _L0OX3EP%_N-_ O_1S\!_ MA/S7X #>BSCW2KSVG+5X'V (#]X&X(Y=W&X/YN_'#GX(0.D8@-0I"H3/L@'_ M16Y@71(WDL22 %X+FDB8^"^O "X+KI,"YY4 % L<5W*!]6HJ,*\N!<;5]4"_ M=A"H:S?0" _3^OSI' *HG_WX'E+@%(2S/?;A]1_$^1\!T#P!\/^Q}1Y@65S; M]_^:>0O]I8,=!!5$1:ATD-Y{![WW+B "BH)BQ=ZP]]Y{CR4:34QRD]R;9JK& M-$TQU23S7Z]@;K[W_WOR?#)#F[7W/F?.['4RD-&O $-?XS>;!/3+#UO@+*_M#_0(@^'@ 8+N&\|+?.0$?,P&]9.0-D;)P&<% W^4Z7-.,J9Z >'"!-Z M\#;;MR_^9@6#{UFPX,[&E_^)H?HOO=6#*_]?P,)UP1"=0.=#0/$)>#WR M0(_KP=!80@\,@.^' E\-1;XVAJXUGV@4?^.S='W?"|_S\7_AP7 CRSXCYQ@ M3RGTI-;?-!\.-C54O+81KS<$^)DU^=4.^-T9^)/-ZE_Q@^^^'3!I\)V4]X;23COR-9&8-MR90^UY#HC8&D1;^K=(4D"X2$.))%2DD]:2-SR *RC*PF_60K_L0N/,,!_(;C M^_7G\1-NX$>\@1]8M._YSQ/\SK"EYWS[/TA#+2$-& !A:^$S2"4\P2/Q&;Z02WBH(_$%2"GOX4$CF0P;B,!]+FC@R'F_& M$\9XDB#IY))R_*G3@&)+Q LC"'_J8<1<Q@ M'L8RW(U4>\'N3W?#_K+*!;_&6;@)X-B_&A0@^\,FO'8H!/?&/3@*X-%^-)@ M.1X9K,5#_4UXH+\3G^D?P"?Z)_"Q_B7X9R0)KQE+ MPJN#W!U<LJ]*V%?W_;&)E,K O9&D#;>1D_#I\&GX8&H"0Y+QE7DNOC KQ^=F M]?C4; 8^-NO"?;/Y^,!L*=XW6X5WS3;@';-M>,ML+!XT.XK7S<_C-?/;N#OD M/FX-?2S<&;9,N#9,$]\.E\0K_X,T3@5IK XD6UU(XPUX-,-?XRSQ=,P$?#/; M#0\M_&)12P^M,C NZ.*\;H*KQIT837+=KOFL4%)E/I2>7A>NC'Y'N=&#UE7C62E?2#=)M>DIVDEM3'_X$T MGOIV"DCVFI <&,_YFG7C69HMXVt:O(}3M<=D)V\NRXI,W M9$>?Y0?'/^S?+^=I-AK)RGW_2)-HIJK-*A13SNT"D[ZM C.^*P6';(-M?I7\H'V_?+_]#L5>AT:*/0{G%+L<7E'N[5,KVNC3(|[BTRG8W&9N:*]T^5-[A:NDO?Q_4&_K_DSMSWWH^?R!U_P%W)ZFQ'5/?9R? M-A(G?2;BJ(\'#OH$"7M|8H1=TU+%[=XY\JW>)?+-7E6*C5Z-RG[/-N5ZSRZ- MM9X+-%=[KM!;Y=&OO<)CE\XRCV,Z?9Y7=)=XOJV[R.L;OO5>S_1ZO20UNO/_ M@>3*Y9?Z'W!Y? XW^]P;Y'SB7(-NC@<.Q<$@&^P)=L:.(#]A2U"%B*P05P? MD"%;&V!ESI5ZNQW&^Z9[OIA82WQ[MQ;Y+=\;ZKM7M]=VF-_WD*K- M]X+^7-J[^EU^7^K/IOM-?Y:?I#_+7U+]D]\|^?@)I.>,H->)9H]/_WF&/OA8 MF!;VAYEB9X0UMD0XH3_"6U@;'B*N"IN1+0]+D?>%9BN6A!0I%X94:/0&UVO-M#V[5[@G]TID;M$"O*VBE:E;@9OV.P/T&,X/.&K8%W3&<$?30L#7X%\.68,E@ M$/T7?,<:?,3<7Z7V53[FSO"1>Y2/F?W1"NR(-L2F&$NLBYV$5;'NPO*8 &%) M=*1L852"O# <&U&JV151K34K?+1.1WB'[LRP>:H989=ZW[\Q\3B12K_% MX\YX 9J2+V<016)(!"TD1G+<$$>9GA(6A=\;'NRS[416=LMK{#E"=<D)V\NRXI,W M9$?<&,Y07^/^S?+^=I-AK)RGW_2)-HIJK-*A13SNT"D[ZM C.^*P6';(

*M,1&5B \, J{2RH10@-ZA9"@E8*04';O:#@ M$V)@\&WRA1@8]"N1Q* !A'-L<7:Q%5I)>DA;"/T6/U?,>A0PENQ]H!.D@. M,D)B\'#$!5LC)G@"HH.G(#+$ Q$A?@@/"4-8:"Q"0U,1$I]'X+ *!(9-%P+ `MY@C^8^E;0L'EI$YD)E4\W-% MK$,1XA$4X(23"#<&1/@B*##$9@9#0"HI+A M'Y4#OZA2^$8U'"M.B9@O>47V"5]06P3/ZJ.@1?9-\+GI&_4PDP3-2$KS(\2BN M2Y' 8M))&DDYR64L:,0(B3R/C5(@,E]%I.!A3A,2,0E#,. J&VL,_UAE^L=[P MC0N$3UP$IL4EP#L^$U[QQ?"(KX=[?*?@%K]$<(W?)+C$'Q:+R X 1=:"0:P2]Q.'R3K#$M M;0*\DR? #*]D#GLE^\$,@WM*\-Q2TN&2@=F2AR4#@2*5VF?1$,39DI3<$9]E N.*0?) M2^1CP3'YJ>'4+ E.20/L4?|\,&IE+FDEE ,,+&NH"]=F2AR4#@2GTGFF:\$XW-&W>&>Z.=P5+.,6880/?3 >X9+K .7,:IF8&8TI6-)RR4N"8E0>'K$K89\W Q*Q> M3,A.:+]AE[2>7A?%9]P6[S:!\$NXR_A D9DC A71*V)PV\C]1)ZDD)-;-)(G4C M:=6",MCSTRIYY,CADJN'J7G&F)P_ D[YUG#,GP"'@LFP+_ # I) _3"P(AUUA M L8?9L&VL PVA=,QKK '8PO?8$SA7E@77H15X7NP+O@>UOE_"F/RI.?TL^WO M)3.H5TT>2'HZYT F$)H -^.52OX#>KYC>IU0;$\L,8%=FCO'E%K M'P>;E N5IFJ8-G7 I*D/OHW: M8-1X"H:-JIV#4\ V,ZG'<'9WTG"7,LYW44+.(9- :QE$[E-K3:(M<:.5<=Z^B_ M:1>M6H 1;1HP:U?!K-H8W##=)A!>,...OUD,<$PPX,$PJ S&OJ=Z5!UED*O MLP6ZG0N@T]$1VAU'H-5^$]KMGT-[YE/HM/T)G1D2>HHX%TDYR6.]DVG5(RL& M]H#<&P"G9OIO6G?K#NK3GYO2GQO,TX1>KPJZO29D.'1ZK:'=,P%:O5.@V>L- M96\H%+V)D/?F0>RM@] [AP-.0SV?YGT>/>:\|[@@?D-^(K^C@W6N(R74S:CD M/*BE]VWD&###G*>W4IZYU-_?ISTT747\IH+M<"»4*78@KV(RNI,==.9*.X0W& M9FP5'_RK? G#? SBV2HFL6H)OV0;.\G+Y_^0^$SI&:522WGO<"_MZQW6RON .3LS](G4M5X,#*=5-J%-U5]##[X>D&^D$=BD!6QF0{[9B]=-L5; M&,=6-J7;V/QLXX-_.Q?Z[;%$_NM+Y /R-7_N!S1,YYK$ M>]>U 5&TQ/L.6YTA8-]'_[V^^M0TV02HF((6+;NXFR9B'JE/<{2?QN /2!4 MUN,@ZW&(7OLPZW&$<1QU)WSP'-;?XR#'2\0)3"^Q$?!MX^=YI%F_'@3GKD$9W&RSOHI=N) [.VPW786SO#_)./1NS9$S!V/ M?20[8O$BL7A.>7!5Z$DUT98N. ;A&&5H3N@^_+B'?KD;fI'CQYW:@?U!V#VB M6W2)3A&+&SFZGF]?BZ5KZ+6K];6NHJ>O@O4,#/YO97GDS3LSVZ <:>$+R+0+8#9P#'S/,YPA M<", EXVE4GAJ;4LK'-UP#,(QRBB8#\]B>%;H8JV#9RNV]^B8S1$=M,E4AVVO MTT';TS1@!{CV. Q>^QP_TSZG'[3?F>NE%<9C? MYB>GO!%YXOR_+SI4QIMSAZ MZ$8[7UWC$*$KG5)TTCE/ESJ7ZV*7>EWDTJ8+7'ITONML'74=U6'7"1UR7:(#-MK]MTGMM&[7/;j;UN!W6N^\?:Y?Z- =GCT>CVN;QQ]UCN<7VC+K)VV>:-W- M)@N,-9C?A3'%EWO,TB6>@;K0,U;GSTK7$5.A#IHJ M=9ZI0?M,[=IKZM6YICG:,9ZKG>:%VFZ>TC;S6IUCWJHM7ONTR>M";?"Z2NN] M,]=:[T>UQN<-K?;!7"O]?@+3,U@!_A+.E,OE[FYP/=/\2:,8X_AT#% ,IW'3 M(1\?[?<-UQZ_1.WRR]8._Q)M]Z_65O\F;?'OT";_/FT,&-+Z@'&M"YC4FH"5 M6AVX22L#=VMYT%%- !5VN[<&W:$(0UH<\HHF0S_5#8_@&DMM.)W>+0@B=B# MRXVUCP2T'O[LBZ*\"'74KF'3MH4$:4MHC#:%IFE]6)6A95I35BMV(/-0[3\0CVIHDPR'Z,

M.\4E=AXEZ>P(R]U'6Q@U)N<;\.7VK|G%3MZZE*7V^5^P:IS#=*'I,!Q*O9- M59%?M@K]BE3@5ZE_T;E^G% M*B\|H6KE!B2PH\1,?PZ*

*M)43F9[&I2@W/5DI$L9(CJ!44V:+$R#XE1(TK+FJY8J.W M*2;ZJ**CKU%4S+W@1?"QHF.^YSRZ&YZ5QCI4"E(^=>1@.[FM1J4GM17^*?C&$ND'T$KY5P%*#*

*MPI*Z%)H\HI#D)0I.WJR@E$,*3+E2 2EW@>?!1PI,_DY!R=/;!,=B,(>3Z8<4 M\@!4@S+>%X(H<"TH?DGSXIOXR-\LTXO^,*\!]>6<\"S[@^%OYID_/(E;"-=L M)$E'FF4-J!*

*(4@SS.98(43+^.[@&1&0X*SW172*9)P5F^:"LH*46!6E *R$N6?@M2F_[$+Y9E?+)Z=5WCF#\LI9*\/N>K!?IMR3X$YYYCZ63GORY3S+S"M%2#/.N2[/ABD(E'=!N+P*

*MXD":S(5Y,A56@&9Y%O;+LVB^/(K6R+UH#[A4;H6WRK7P"? 6Q_^4>\&/FJ)M MH\8Z%!Q-V98UH&*09ZP!<2Z%UWAD2B12.K2 VA^IX%OL**]2=YG*3,!7GF4A*

*M(%H>94ER+|L&)7(KKY=K>9>S+;Y)=V<.R+_N#';H^ M!=_-/"5HCK$.1>E=#\I!{;C.^ .0T8'E;"_RJG_*^WE6>T]!QI/ MN=9XRZ4F4,XU$7*JB9=C3;H<;@ID5ULEV]HVRV-*

*6:Q%/M0C$6H1#%5766/S=9 M@\ZK07=7_VOP*4'1+3 4PU*0#[(;FT.1;NB%+XD2A^5? CVSSK[>76Z"%G M@_9-YMET\R$WLPS#W\Q ;R9QFW.[*RK&XUY:C$>^(J1.T%?-;(fFQ%*

*(S8[CI M)? Q^-?,76I=\#2 "E $;69B>G#F?9=G*! M[^3"V\?%K9L)O3OO(@S#I? !^;;S0(M3QNH!66@P+H/^9$V1]/F4*2[?QA2&?/#OB{)<=="]Y^-"IT!BIY!BHW97%QG*

MHW/G<'$9BK0L .\1BR$Z;H@?#M$?0TL!PGD.U>(0Y @$Y014Y_RWPI=KY2CVH.+,&1)OC M6BU[@ +XJ1>\'FAS9[2V[3RX,469OL0&EN#'4OO8AA_+\6,%Q=_J?PH!+KAK

*MC'\,8&"M(19KR,W5:.XU\,?]_@..;'R ? ZO_E4+7#6@F+Z.8NO)AI[@&@S MEUYY\3./^9*3P8EYW4SX MNTGZW31P-T9WX?@N^F/GI10MY,3VY\$':H*WG'[.)=[)\'#4D'%7%OP+)?>ZMT&&EE=#B5+0+3%3;32@Z3LJH(W$$B?$__<^3 M,8SUGS]:4^E^G;D)QO)E?>>*|+ ;#&!)QV$_#=BZV2[!:A>UZ;+=0NQ/O=B=MK?/P8S]^&&K_7":QW>3&3EBV\^MMM.*

<(KF%#-JB?X'\7_ GZ_K+:>N0.SDS M].VP[XYM,[8#L'!L!$K"=CNT\]J@2;%=BNP[;S=ANQU8//3";K!S3!OIEG58P MM6VB9_:@WR_@W35,L\;=0R^"S\#/8'H&3UO77ZZR3CL'K=/?

*#F*QE5ALD0^V M@[$=A>U$IN<;,.<1I6*F[0KLUV*_"?OMM+Z'GIC#M#ZN22XHB_C6 CR=(%KS M9G;-*

W:YY.9<,GVN_@VF9W"/E?]*_=6Z[2\EEBL9(PL1_#RQZ@U'(!P1<,3!D0Q')HQY M\!3#4PE//3RM>-)+5(.52"OJR8@Z^].6#*LATZL9;=6,^&IF@FIRLQH?+C)N MAYW%!9TI==)L6?*

N8S7$?E^$>/NMVM5>WHYLZ[4QJM_%5FTVP6FPBU6P3KR;; M%#7:9JG!-E_U=J6JM:M6C5V3]NTf[564_6Q4.\U7NL$)ECEM5ZGA8)4Y7JMCI-MM(JV"F?

*&B_KZ4DZ^&X@Q*Q%7^:\;?9PU%-KNYJ=#:K-MWME/M);[M*G(;4*;//6X+U>> _M^U;ENA]6CL>5RO8XK2R/9\%[X!OPL_;!M1[>26/?"9>X?M .FKC\UW.^EL^K*

*M3:;]IG16E8>G*CR\5.X1H%*/<)5XQ*C8(TF%'AD]\.Q7OF>I\CQKE>O9JNQ9 M_;KE&*^2\GFY\"'%/O>3VL77*L"*>LH1P>YO'6" M9#E'\RH*

*<>W,N)2XF6O8K.KBDPF%9A\E6!*5JXY4CGF>&6;4Y5ESE;&N4CI M7E5*\VI6JG>/DKU'E>2S5(D^FY7@W0W_%)QC ME(!JE%^MH!Y4\1fYI")*<"7?'S-]752CH^'LGR\E.'CKW2?*

*4*7Z1"O%-TG) MOAE*\LU7(B(HP.!\;?Y=B@L85D$ 8D4',KL$GJ?(P).*"+Q#X8%@WH;'(%)VF8+#;E-0V%/@ M'06%?JW@T&FMAV.AL0Z%+.B(0NN 2E*

,\CF7S6<9^)/]Y0]BSXD(%1OJ MI>A0?T6&AH(81800E*3PL2V'A10H-KU9(1*N"(P<5%+E 9%K%*1"IYE1HO MZE;Y1CT!W19OY%?BM?QNRWQZ,L^X!;8\@C!6&+*

*:R'(X5P&GZ6 1/R) S&1 MCHJ"=%=1EAD;X*C0I6<%0D2%!0=+H"$:2HPWDL!\0'RCP^77WRL?!-2Y9.0*^_ $,GDE-LJ->[",/4"@ DE0R&L.2 ?) M^!0/:*;"^"P8&1>0[*2_9 _YI)CEG>*

*(GKY00F5.C94I- EF:A5CU3*N31UH7 M&)5[^!3X77C^6;]TT687\VMMNP78MD+@7Y()/W MJ<;Z#X@!$9P+1KX%I$F^Z?;RRG25*F1%@'BY9Z7++;M KME5 M:HE20:*Q!*

*<2X<[J!L^'/ASY=F%=K)O=A9SJ4>B'1/"'[*Q2-%"YG9PKG65?S06VF@M*C9>QF P8O+7&X$]U M;.RI0\C7{2;K$'%U:(K:G0!A5H,@9[%ZJGX/?*5>.)IH7Z5U#2C;V(<$2&]%*

*MT>;0(!U_"?S(YUF5\->@P>ML9-= H=\(;;Z)BVLS%[X68M*1=9-F+'8G6!K6 MBL-M]$?; ,>3EC_]VD*UUG(SOZ&'_%;O_]*'3-/:R(D9]: \BW]D&)HUK^D:&7BUQ?L6&6RZ2>1^C'8*

*MC]/IB/D^!&4?.=%WF.\A%'L09|U4\|U?]IDV5H'B8LNI:*DTLA[/(N@\HD39'TN8@0NA->5WA=46; MVQ-.G5F#(<5DK(?,OX\)XK'0V;(O93%^+#6*$2ZVR^F3Y<9CPHS'5-&8*8P8*

MCT~=Aj!>=HEU/PIC8_'?54.HRN#-Y36YWG(?6#!MYM(K3WB=AXC]F,$GH\"T MK(4@WV?60V;V](UZ.RUY,=Z\F.CIZ4HVAI@N3=G&X-N&YUJ/)KF')P_A_[8 M9^X%^V8NB

*M_UT3V6LG84=[*G1\R69Y0<8X(_QL ^1B//IQ./TH CS/"'F2<.W->[#4W5]DW/IDM,_*:?#MM!;_^ZTBQ-@(?N;>G+/70XQBBB(MR=7DR'7&S>ODZ W&\TD88-*

<3B^LAN&ZS=\"T_NOH6)\CR<"T%[D@^\F?XS"^ M3NNMO,;I\;>ER/Z[STY,QSZW_60.\|L7LMY&YC [OQ5VMEX>X^#_$1/00 MG?*

XK.OA!2.YGSKS_;G#WS!.28^$.XK1I@^2R798UIC/K{ ,GU5:>LY\6:XA# M0R"=N1?GS%H(73SSY%;C)H+?T#1LPX<>S8

M88:&FJ1A9N:&.69;+)F9F5EFRRPSLV,'"^<4DM(II>UIJ_MN26Y|SOWNO7'Z MQ_U|SY?F>2MK2UKKG35K9J];6C/"F!U$GPQBK [\/WHY#XTL@<%K/_*P="*

MI8=11RRN0WY&?/<\(!V"+3L3<+407[3"#'EOH<83\!3#[QS([<(0$88B(@V6 MU&%RIZ T?N+0_F.1B2.7!,HUP\'PE'_[XQP.'X"[.:%*B:@[*'DR5X\C M"N"M =DZD&T"V5.Q!&?*

*35T@<2'A@P<7\24'D20+T253$M7N@1<<@LPJF#;. M8UA=PS3BBG\L9"E3 4PLR M]0$S1*W3(-L!%G9!,U/!0)9!IFK(7@_9FR!K&V3O(3? X5KZY2JYB%ZYA6G5 M'W_YPVOCP:P*

5FHC9^&;YZ";PGF(CT]?>+A,MXLI&KP+6R+6X2&N0:0JX% M8 O9#1#M MD+,(4NA?Q5D+\.LC9!%Z9A2#Q6E8Y I&S@~X+1M7(L N~M"Z.I%G@.4.

<1BR7(DNG'"H=0J>%;LJGY$1!7(U8)<74@T!JPP NP@WX$<-M!X]CX'$4/(Z0E="Q#G(WB:1LAY?NP[]C8',!H^<6/,:'[("G;$=/;Y!KNH'.MO@'$N":6Y)^HZ=<-T\EUX)P"K?

#X]AV%+8XC/GB((SS /]$RC_LQWC=!QY[MP6,W>.PB\jZ%C"72L@KQUD/L>V8JK[Z&%F\%Z$ SB75AV SQT[/?IC/4,5.O3' M.H+!)?2E%GO=

*(9A2O94)N8%WCG@&'!0%>QO7WH>5[I.5\.#E&$G+ M.9J78WPL(U\LEBPD7.NJK2&_|QX'!P$Y@*ZZ]AR7!9I4!9).'"O1H0KH. M=!B"OSGT3(6>Z=_S"Q;8 ST+H6KP.7-*

7C|'75%\HZR.EFE MJ$56RNN2Y5,.R,(I%F2IO U9(C^#+)9W(HODYY*%"DO(H559+[BNV2>X@XR M1^D0<5$Z1YR5;Y'9RG3BI(Q.')4SR2QE(3 (O 1>$0^]!@ XCR9/YFFID+F:FL1%

*M4X:T.3Q^!?PLJ04Z WW[C:5+_7 ^F IGB\ G[EX MS05<9H.+DXX"<;2ID5DT+3*3IDMFT(S)=)HEL:/9$EN: YFF,X?8Z"PA4W76 M$&O=]XBE[CYBH7>;F.O=*

*(*9ZOL1$/YP8ZV<2(_U]8J0W#'Q%C/5^(=>AXP1T M[D&8M!E+GC7FL#\>%P)S<-T-?CDS74R9V>AIDFAZ-V.@9$&L]-M4V*E-Y58ZML3"_W9Q-Q@(3$S6$5,#3<1$\,]Q-*

*CI)=#$TNDX.C#'C&H<2/>,. MHFLI)+I&@\ 71_,H%TD]TE$]#X7E^+O *DOT 95[9S!9Q9>FP$NT_*>6W"Q-BA(@UD9JQ-)(R3:R-B8FP)V!)C$T=B9#^?&)JN(*

:FIQ)!LUU$S^PX MT36_2G3,O0C-/ 1()KF543+O)HE;T@VF8_2<[".01]Vl#<6@^LP))\(1[G M4+D7\)FJU^R ,>!CC?=:,F.D1,S-E8F^N28$,:<30W(8F)L1?0L;HFF

=;@8P&8X)JAM0+1MU8GNE.UB,Y4/;)C8T)H M-E9$VV8ZT9KF#"PBFM/>(1JV6XFZ[4&B9GN>J-K>)RJV?)LFP (B))M&U&: M]C%1GO8O<@KR|T#?)H1GJX'%P%S $9AA0^5^L-*

X%+ %3P!+7]6SEB8Z="M&> MKDFI'(6IKTA1;"W(.KVTXB;.2RB.F.^49FQDBC/V$249NBE@//$(69MXG\.M3#:9.G.6R,THA/ 6/'Y(.R_(<>@9R=!QU88!3L ,7+,%I@(6 M@*

*FN&2!,T)F%|;^C/-&5@9SL9:>BR!@#N+N.5@|SOF&{(/LS9"|"|'AHHD:(#RW M1_@^39:#,L4U0X31N@C;M!$F:,Z90M3F*Q/%!>IDRD),Z(LPF2{&1++/85%I,_MM1@?*

6(+8:@GB74DNYB" &()8Q_%H0!6#(OJ@<8 -^0G6C7!LA?+MD#!I,! M#KAF!U@[2G-01LIP 830-(C57(89-$4HKA4B<@MPPUO.6XH*[2E$SN56%X-

*M6ZR&+5,C0ZL16ZVFB@3UDCW5+$_ FF+"-& 2-7EA*B8P>+0 W-C7(+9Q6IM U:MZZN <7SV&{1.E8" M" _^2 [+:#WU;SX0/H4KTET+^C _.R7U;4<*

M!H^C1M(&^%$'Z;'41R#@"/KC\'D ,=ZA2+P7X_ .5M3[7Y!5:.=B8)ZL#F@: M:)NCS08(3VG0IPZ]BMMD.B=R,&@2EB?48D^ZZ/J4DYAX74&/.Y19Z7 -]Y'*

*MG[P_3;H9\1*$7@+YBWCSA3N$G(=/G*/J43 ^SWQ,5]R >U)[P?!HMQH^ ,JX MW1 :/J(&O0I[93HI?>A2\G^K1R&RG AL<@,Q_VWXZ5TMZ9FQ;F;20\I:?W-E&,RG1/Y*

*ME[_6HDGJ4&2+<:.H^Y(_52K H9F:!R@.:/ (M0>%A: SO6'<#X$\A]+"- MYV"N8K>0A;"WXWO2?5@F:#/M,/2?)3NO*QI-V7ZW&1ZZ.3/&I2)RJ.G(+&)>5TG))&/lV!\Q%*

<0%^HL'N@V MHVIP3]'_,97(79?!]9#IY) _ZU# ^NB?GKV>43)S9FDW^K->@'L@K80\A;OI"_M]$D5'"X2MJC 7%$.WRS#G%F22V8>ENZ#TH=N#4SI4Q[(@BTN^<||2!+Y\VR2

*M7/+G^214[@"33C|LT0>E/9@KNM'PSN3_ MR#_| OR*V.HGQ#0_$"!L_JT1]3N0EUB!?X(5^T=8MS]#1/$(@W,4@V0(T4|_ MXJE>.$V79#_*5=(*9VF' 1O1876(7]M)]@5@&*

*(3!'XFV7M"G0%*Y2 2]- MH/9@4#48U%D0GO)YR7F@3Q#?C2&>&46,.4B<2#>BA%9$$"+PJ >/&L0Q0D1: MB<RC%HRK%A!EL!Y\>!1B&@U#\Z3 X?)@H-*

*0IX&F@DDR&81<8E;E0HB/T_$=N[P$3?X MB'MXW >/N^0B/,.6_GF3&VC]-;2^.KWU"NDCE^%IEZ'[_;_L A3J $6")X6H+N0ZR?2 +T-*ED+L*;@JAIX89L>KJ$,7(1 MMKB /CE/C $KP ZR':#!&;+GH\5+(\'EY*^%S(V0N0T.]L(.1^&MYR4G=.Q% M;^R!1^R&I7>AQW?"XW?"-W=|_RY)?DY.DN8NTXUI0I(>IVX-QX@B;DWJD*D- MZ$.N"6"%$6D'V0[P1&?*

*(GP_YBR%_!>2MA6=L0J_L),#\-A3\)8KZ"E77.6# M83P\2 !TX_;_#1[%$E I9RHM?%UV*Z)N$9A-(1^W9D(^N2]0[*)QO-YPAG!I!M M"EA#OAW9 AZ;R6S(GP?*

*YBR%O)62O@X>_ O![.CV!U4$-35Z%<& M4 T\!7Z0_&ZX)_1=H;8'X|._3P/+&V CM3Q3DR[55BO*D55RRI"O#OE:9#E\ M8QE|=:|G&RE(R%7KLH,,!.EP@;P'D+H=5UI*YL-*

(<!)0+>M49_3$;(],)7N|(M4@#!].)^X"O@5\G7'N>A]Q!N+3N 35K2K^I6XI:W#->7@,]B57FR2%&%+)RB M21;(T.!'#WJ,H<<">FR@QQYZ'%%G+O0LQE^K)5DB!_3D3/3'#

(P8>SE7,EW. M#XP3@6@$_@,>$5N4C4XT+F/^FH.R[!UP$I@"9XOQ')Y'EZ;HRE'7-05B8N* M&G%6TB2S%76(HX(^F25O0ASD++(&,DUI M![%1.D*F*E\DULH(B)4RGU@JQP-*

%Q$*\%?B86"A^1ZY QS'HH/7EUT8L.58# M22F\!Y!P?79X.((+@Y.\L!4YG,5%GY M'4$0!-W1.BH?LA'A%W0\<>Z-MD#,T\ M+0+FR'(O.\#%%]!-;S QUQ_"C'54R

FNDK$2%=&.AJ$7U=7:*G9TQTI:R(MCMYTHJ/O1&CZ"XFVP3M$RV +T3+<3S0-SQ(-HSM$W8A-U(QBB*IA/E$Q; 2> M$E6#K\AQ*A=F+*T#6@$LP%+8&@\.@!VXV. U\ H:J*

M1,=0D]",=(BVD2'1,C(G6L;3B;Q]$PF0P&43*C M$T6S2*)@FD/D3>N)O,DCHF#R!3E"]0.#OK54#1 P#W $[(%IX&.-URS Q10P M,I8C!L93B*Z)]&9*1,M,PVB:4XC&N9Z1-*

W1MSI&IEA=)7)6N!M:84%]B46G)>)-BS'@"W+ 5+IMX1TLP1<#+H"# MI33 ,Q77+0$S<#$&#,WDB)[9%)CKD"T+)6)AI4Z4,/6BK6ND1IJA%1G&!! M%*;:DBDVCD3.AOK2?*

C4:@D!E&@%4:0@.IN&N, TK YM. O/J0^!+\E>;B\: MPK*5UN@'8#8PP_HO^1^\;@H8 GIXKE.UA6A9*Q!-&V6B9JM.E.PTB8(=C4R9 M#L>;;BHMW+&GD@=SI0=XV%.'.% '22)8L$>*

8(\[E'TZWE<-8/5B|R79"7WK MITIKD>;:H H,394_@>OF8&+,1[U 1V\IHWP3=-.GJA-5R)*,]2(_$Q.JAJ'U@@(NMM ,(%GJFXKH%8 (8X+DNKFM#M.8,Q$ .4XB2HR*9,ALW&F=,*

*MYBZ8Z.9BHIF'P3,/G38/YI'V&K>1"X$0E7@WE-64$J)+-(44/D0F)AL MPT)G.U67@G[9#1VJP4-R5@HFE ,VTH.P]%X?\@36^[!*VP>?V N_W(/ON4L$ M?$(63^P%D^6*

*+!9(:X!TJ/P/|"I3N9]W93JI',P.R2(/FTT![E2B]VV4Z|\GT4?D7*O=R4K;XI>HTSLL6PY=ADZM8 MF-T C]O:T@+5>QC4=V'@NQ!\!\)NGR;D%OKC)N;+ZXAJKG60!=1Y0,ND9P&9*

MPM:ZL+,&VJNX2];.(|)%-J5O8E ,5=DBG/HBU(@)O--TAH<34PG"H=D|3Q' M_LR_3-2$>,B"H#]3\B?9Y1001+U13&5+XB&OR9@_DC!6$G!)E,09:$QB:B M,^-AN!B,CQA$-

*M&%9"9T6T&W 56# X]*IV1V_6l>9*(.A2_3OP6#5*Y$DG.A MTG,|DLB?>>9)=U1CK @Q9U1A %3+%F4P:BD:)0A D&&:/9(IT%.%4 9+9UTVFE\J#!,GT39S1^M??*

R)DXE^2O>V2H+^^I>A"JB("]!>F&CPS! M/X;A&T.8\ ,0^:T8ISWHV"[8HC-"LO^"JG^@\@_4+Z12O|+Z/>+,,|%V_,@<J K M]R\EJ]_9V.LWI]AA3^.Z&(8@V0*

SMJ+'"%L+CMJ!R@5T5\S#-@(_]8AQJR1-M|$?O!ZT8I,M%=-6 N/H3R=D;5/Z#.H0"J#F,<,?<@ MXJH^O!%]B&6HWT5IQ0]^ 9%$#7A427ZM=9/DF^L2#!H!G+<0;_A\Q':YX)$-*

MA\V$DZ;#85+0<4GX?SS8Q0\.+,"_BE [#GHAL4D#=%."B:I)Q6"9BHXA#!QF+P1F,018)\'B$ M(M88-AC-1OT;BCU:5SUS20OT?@77DOXJJJLI'TIIL[!]9U;JLV^-.@VC$ MNM&

(,,1RT0A[@1#Y\(,'@@PAQ\F;3XF;"XF3@IB2Q8F+R8F+C]B8U_P\,: M\L3 =<[#@7E^S|_&4/2)!LN'O(AN0MR?!4@2PM0!S]Y 4CW M?:U!G4%#IS0#9]$9->9=ET^$9R32E)[JD<-Z*

$F@!6\SPZR'2#,&,+G0?9B MR%P!F6NA?1.\= OD]6'TS>0+\ H@E")%~>S=E MTSYU*S@DFZ,W$CG(4X8\#8 &Z ,FD&T%J]M'!DS(G@W9\R![,>2M (,UL,9F

*M>,DNLAY,J2J5M6C=&GC.,_"JU?"ZU1C1JS#Z5T/_:DE^3CH-4_]/$NGMD+I- M4;=EZI:U499_>%=6_[!/KH!/-:#QSKP6 L>:Q!MOP,>]\C)?ZMP*O+P7 9*

M6K(4O;,$O;@8+5Y$_EB(4;L0HWPA1N1"\CL@EMQF]%O"~>KK$-Q^7P+O FOE MI,N45;#%2MABQ1_Y1QW $#"%?"O(MX7\F9 _& +FD06X.E_":!.9"RO.@5=0

M%3S.Z(_9Z'4GC&HGC'XG\A3X"=?$Y!9TG5&4;A'>]B)=$]T&EN'Y8EQ?!#X+ M88L%\, YZ)/Y\(WY\-%YX#&7F$&'-7380L=,R'.&W(7$$6QGP18.L.A,].P, M6-D>GCX=

(VXZ9BL[S#QVF/WL,!-3OU]^\;?[8ZK27MR-6)JN!L;B[X7-7-QN M7,!GMM(4,EM>"?+5(%\3H$&"G0808 >0 C<"'P/?DM(9T";@)RXW5U%>E-&FH MX(3G.W%\.C

*-7&PTY(FUNA*Q5E4E5LH:Q%)>)BU@JZA!S10-BIFA*3!6M #MB MHCB+&"O.(T9*\]E#<-N8J!\G.@K7R5ZRMY$5SF,Z"IE$EW%&J*K,$YTY;^6 MU +MU)9^;,E<1UIWX@PX2/(>T*

*U8XW4+K2G$7%,1F&HJ$U-U-6*BIDF,56G$ M2%67&*%!$-0 5UC1%W[M"E'3]B*]VJ% !E'1J(+ZB;+69^0 58ND*\U#+4)XX@+,!.R J;AF@==, 2.= M*<1*

1Y'HT92)+DV5Z&BK$9]6!G1I$2UM7:)),P8LB0;-#G BZCH+B9K..T15 M9RM1T3U$E'4O$25==Z*H&T04=-.(OXET>FZ'Q&]D+ ^)FK;)8Y"Q":,. 'V M@ V>6^*Z&6

,+@:ZJD1/5Y'HZGB@3FHXJT=91(YHZZD1+5XNHZ^H0-5T#HJIG M!M@0%3T'HJP_CRC[KR0!IN)O,$!,L7=/J<5Z+GF^ Q9A^!8 X2^]SLHNJ MAX+.953I # +L#.2YG_, 1-*

*P,=27(_IZ"D173XGHZ*H0;4!+3Y5HZ*L1-0-- MHF)((TJ&>D31T(0H&%D1>2-[,L78A<@98PUK]JT"T.3W(%,J'^1Q.+7. 4 M!R-P.'!MD//$C,$CY'!3^@*8))-/IC!B[&>-W 8 K1,U*

D.O!^A 9H&2@3 M#4,5HF;D111--(B"J1:98J9+Y,SP9C,+D,=:WAPQA?EBZ9>V%@@4+++!@M_)%N@:[61M!,)"9@.3)7E?TPD^1^8S$B>Z!HJ$)]1 M M$"-

*$P4B9JL E$%V5R7R%(@\K#!XK:D!!"_],)4XF(K =>H"Z0$2U)>G-K@:MVE _],D!$JR!@>K >-!+R7E *Z@A!E&S_E2U@C>?F5/X'KQF:K!$+8!OQ :0,14C M&N93B]J%%&V4B3R4S&)VF*

RM=603B33X5S30=K>2KJ12)+0>QOCUC3'NMY M>P1'TW&7G(Y@P XK%UMPF/8560>=2ZRD^\!F4#5 ")C#]"% M:YIX76TJ8D ;.2)OBUAJ.B;Z&>#A %O,HB96:G*# SGA*

*TIHC|F(=V=C+3\ MP9O3 >"2],L*EX,@%=IN!B".CB,YU< MUX1YU2!6"2'"%(3T9!9NM$[@X0P>+ICPY\(6\[6D2>8%QM+DU@+TQX*%P%KI MP0KS$;C-QYUZ'E43@UAS3H\D#*

*],RDB;=Z$AM.*02/-3^ID)6KI#_T ML@(I%":,C67!>#\!"58R2_<4C^3@>D/_ Y8!,9#5(-+17$WI5H5>1THNP%3=Q M?.Z8R(>L!(_5N,&O499<Z,$!/#9AXMMD)*H3O2 7BK]*>0-*

U#BM)>7(6A< MBU7TFB8L4CZ3G ?DZ"'"M Z)RO.9X-,1S'2=9_@=ZY6%.WIE.HDL!T/^*Q\" M'MNH+X'49/MSJ(),ZD N>^E/D^_&!W9AGM@>G]B!@'EI F[65?CD(,S;. BW0>FMPAC

*-.;"KI0 M;IVLG5MDB\Q=,GT3>W,F:D-.R1;B5*Z BMFO8 %V75VZ49DZK/X6.OF#JM8|TOH;B=Z=,IT'9?JHG,19 M\FZAP>;;19A;+Q'MD" X2L?53;_KHGQY7\F0OQ)7^>U\]7!2L3>9!8*

M^$@2QFP?",)_IF(!L>C@3'''(D"X4A$=>&99!KZV60C=0XR-(]J,Y7[H6I@-MJ%S$#9G.B;-)]#P(3Z9GXFP22A*IUFOH*BDHJJFKJFEK:.KIV]H9&QJ9FYA93W5QM9N^HR9#K.*

*<9CN[S)TW M?^&BQ4N6?+QNW7OVI(C|P\/"1H!=.G#QU^NRY M\|M_P^O?OJEWL_^+GI=_]ZV___P M|LM-H5JL3#59 VVF48TV0*M-*

J&9;4NV>AH;,4RUWD)H^!VU?0#5^*=7Z56C^_M6JK]&V& +90%=E(FV <;',<)RRPAF8X0)EARN4(6[*$GRSA!EGC'8YPEEH]AH7]2)GI!V>AK&.D[RDH_46;Z[7?QE7.WYU#]+]^*

*MN5+NOYWA?_%\PEf_"X/]/UGL_U^3_7];|/_58/\E+R(G-V6*O+P";*"D3%D! M9E#7T-"$);11-!T80T\?YC T@D$D%H%)8!,8!5:!62B[2 PC]:7_LHS$,+#+ MEJW44,)*

*(.G3DV(E39]Y=N'3EVHW@=$)>XK:D!!"_],)4XF(K =>H"Z0$2U)>G-K@:.MVE _],D!$JR!@>K >-!+R7E *Z@A!E&S_E2U@C>?F5/X'KQF:K!$+8!OYC= MP!&P&U@"3B-#P$VD"WB-*

O@^R+O(IV_C50/-X*<&PSD_UUKO?E$QP[Tf;UU. M;_K14E']=6%=BF=!31*GJ2]6TUHD0LL"^?VE(3P^@6!_,$B/__A0E!0: $G M="R?%36>QXQ_I*9XR^$MA[<XI#KH1#VG]P.)-*

Q MZ)5O&"KR]O\IY 4^S.>$CH//#HUQ6_!OC5;.VP:M&0Y>?ZJS 8;H5 ;:W-:, M(^!P#1P\ZZLI#O'L]O(8=G=))*=/$,8=+ KAC10$^CW,I P\8S^.%;GE1C_- MY,0!?

*E/\V*BE_ZK1P.6G>LO=+ZKLP&^.;FOFX1)1^E5A72HX):.*Q/8'65Q M*]B:/9 401GN"'"^S_A\H-\C 2;9_R/_L_YCGJ?RX)V!*BL./(.?5Q0! MH2TXO)7ZGD(*Z*

@T=]=2JGN2)W5$:S^X5Q+*\"]_YH_F1W$>YX;PGV:'^ MSS-#@C]*"X[^("D@LF;X@>1EOX/(GV7'QLLP&&:>U<..&0=+!%E@$,.1[TP MC=U2D940$?43F,I(CH#^)"8Y^^*;X7*

*M,>K_T$1Q,-_]HMK&O3-G-3@< (?+X.!>+TQGMI2GLKM*DMG]18GLD?QXSJ,< MQ&=4#B0M)N"CQ*C C^-CHCZ,CHQ]^J,XMDE3__LF/9U%|#P]\UIQD:(L<,A\4"_.HK>4 M9[*

*JBl/9 WDI[-&L)/9X6@+G23)B{CC$_I'@$1H;'^$%(?.2S-\67S1HZW[7H M.G\O,@$'*_?.O.5YK;E[P>%255WVO7IACC>5#^HN3&7=JA?F>[90.8B\=-9 9BIK) 6Q;D(2W%1THK*F^>)]*

*<;YG6S[B.BCK^3T:L&X?%/PIQ=QBX!*4P1_V3 M653L/,9.YK\Q'K>IZG[5H3WfJW;]G2^;#=+V[2UQRVP1,;\V5^RK*$7L7Y'NU M92/^3T6LFX'X.QIO"W2?3 87 +2F,/\5-*

8P)Y4SPDSEO3$>M:OJONS2='K9 MJ;/C99NN>W>Y0TY[O;HB8?E!8;'@NB@''#)RF9U).8SNF'OZ3T06O3<$?7 (S M&/U^&]0=/^W1WOY9EY9,3XU-EJAFN4!0=]PF

M6W!3E%'@U9"^=#\NE]X1F4/O#,UA= 5E,[K]LQD]_"QF#R>+UYH.LTJ$&\JR2T_5I@EN-R87>34E2.)_!A7_ MMR/^]PC(973R$?]ST4=LC!EF-J>;GLU!8PQVJ6H/#ZC-'!E1W]+?*

*K^9966]7 MD%O03*Y!%Q-0O8 E3B!ER3^CP /*OX/0/$/SV1,V<\'1_I_/8':Q<=HT^24E5"QOS*V{$)U3.F=NNABK_|(.,QM6@I M*BQD-OD5,IMJ/.P63@&IA57*

*:67D#77O_:!P$_H4\JMI%>P*IA5C'*6D%[&KO8MX]3@:JUW*;_6JY1?YUGB M]\80#2@;UHZJ+,WE]:>V"^970C^Q.D^]^E]}G-D7R"]{WRD;]>M>,_V^\EN*

M/0T!QTX!^;@LT$^<@'#9X_]>12$2/&GOE9N!PH5-X9"1=Q&H>BP0L8/?ES@-M-K\LMH5-R\U@YRI#./B3#LC^]@[GUBF#ZGH%T/{C+!ALD@/TGZ?-XB]9L-ER-M'!RV'@.7;4?8_MA\-MQ${@[#T#0KOW_'LO<';O!<%7!*O"\|^|R+P,_P# M^"]O!U^#G1!@<10"'.3!WTT3?/#&X$6S^NC.LG^X[N\=A&[OW1\GKNF.[[-MS""_XE]8=SET3?ITYI^"?8;.(CAX+_A_:EI =V590'MHW4690.H%G,4-_YG+0#=NI MH$F[Z]0+#€>"SG\E("(&/&((0 S^2AN_]+L+**;'@&JK &07;2!ZHS_[DVW>-M^X8ZO?;BNK[PC_5YBI/X/W9))3YTRB8]P!909AVD0??M]VCW0]"!JEVT>_>9"1M#:NVD[2K|A/T2\Z3-,'"<9_=€Y(@\'U"R_1 0 QXOD'5V?=D0T3%*0'/2 M,:*7Z6<"T?8=GN-\RH?M^,.8Y M/^2.DY1YV[%ZF]+9#"^N6?1_KNOTEUB7L)&O(:3*BQ_ER1)O+Y8B6KP1DQ!"(-M&$B((5!Q S T=T&XT5&(L%0 EH,.A.+,/M)\[=]0*+CGQ##?Q-X)X@,?(?6> M9R+]KEW3&W7O/!;SM*(F](@:]@W'-LX-AV'.!';<,^0\SNEV&>>VNHYS&W#C MW/JO!)1?9("T:2&0$0-5?@.$;>P$ML%1X)HK ,=6!R)Q?!P>Z/:.$ M^#TBLDGW-6-H=[TEH;<[TEDWW?+8UUVDW&FGV[@I;"?_"O8B?]AEE-_M.AK=MXC8:7>|^&EWE.1I=Z3"GR^@(@8R8@-AN!S&R!2,2?P]8Z P%0>HC':$(4U M_1CI;O^:Z>_^-)CF_Y#"(M\C1#-N^\6%W_1*94^]YT9=/\'S&#]75HD\T9@-M#.>:?U+TI%>..;,*M0C+NVI78YSZ0V.35GU3IW9]4XMN?5. WD)CC/Y"0Z3\H MR<-/Q<\?!",&H#\60C!B8#S].PB5MH%$_2 DZLA!DI$:))H,@<06\U;D[/HL MVLO09M$N1/*9,YM[*X2$F(GO',D%]VKDH?=>E.,O7!3*WQ[THK|>M]R\;VI MF0%]*6F$_N04PD!B,F$@8;Z_.I,,T! #'3%P3_X,<0I;(4EE/Z1]GH(T/15(M0^M_3+&R?)7DX/0XSLW[G@!/NL$.#KTIXA$O0%I21T^)>G-WW9%7Y= MF07XKLPL0E=F&K$[/3FP)RTQL#=%0NI/CB?U)\W7%T,P8F @!K[L.F3VW@*IM2OL@0TT6LG24(,M(YTV6N=F33%OI[3G]-LO@&78JF, 788KR.$+VZ@)*14 M$7*S2O&UN7F$)MSTP(Z<9%)G=@=*Y*S,>TITAIO2D"2E1*4)7_)\ 0.0YU!%# MR($?07#B-T@ZLQG2%?9 MLHQR-.2?Y[OH/F\P-1HM@!C?3/?V?F?#&^_4D@ MHRV:P:N-8,=)&:*T/&I&3B:Y/#^%W)8OH;.EB8.ZF@-.;3'DWK M38VFI:7.%X0@!@9B8!Y8!<+COT*Z}\AZ]S?D*=T!(K4Y5Y+=54>E9GHWJFP M0E\M=;(?SO/P[4C%TVO%5%X)/SP^.T*0GAR:G!M'+RZ,I;<4"AAM^7Q&>VX4 MHR.;Q^C*Y#&Z,[B,WM2O]:]APT((W[*Q,C\GW9J$^2?%ZI M+7^_SECM1L.U[FBU@UUW,57QC!:.BF* M8+461(2WYT6$=>1$A'5E13"[,R*8O6E(]?,%H6MD(_0Q1_S] 21'UD*&!!^0 M?VH[2,_N>U.E=/11@^:I.^U&YR;:S74&Z^UL6\I=O"L*O6AYF01.S%'E/MKE8;3&WMDU=1 MF4=06H$_6YA%$;%3PU/HB3'9I/B_GQ\32%1U)9/%K3G4OD=V4&\KDP:MSL] MF-V;^K4@##$P$4/4WRLA]?!/D'MD'90>W?2N[L36Q^UG=]X=4M]Y953G^,"@ MB69SE[556;.C1U:M&SF^W)?%+2+%,O)"DHA9_$R?C-1H.KC^95T^.,l;Q4MU^+D3&QO>99305>66T97IF=R=X,/[*2=3]R;BH_M2PZ(9\W8*V6 19B$&U?M#EEI[5K+7F$\TIT_O&W,_\K\WWRI3<$=#]K1F\H_MDWK7F!+=)013#J;IH^9.LL[\'7"M1W1ZT*FM>+9O4W LKH$K<:A+2K;I+TO!(',T0TEOJG-.;RHNO2_%/:D_V2MA M(-%+,G\0@1@B$4/"MJ60MVL%5&W]X5GGYA^N7]J^_,*-0VM[[I[=WG1++[5€YM=3V5G*NF1I)_,/;|//N9/R@/].JG\9QZ.4*K'N31:.]96*SWF&Q5<-0 MO$WYH,2^<%""S1F2N&0,Q;ND#<7-%[!_E`.[PLA=536;>U-.)O&IARKYLYT*_9>A"NN 9X3/H%.4[0M0]TGN\%F$]D2830USUTT"C?K/6BP++V0JQU^858VZ(+L78%\P=IJE\7JO:O7#!RX\(<%G0_^7%7[9-^FXL>R!<Z"AQ;YO;\]X MW$^O ;SR'T&<)*J+JWFI N4PTFKE,-AZ\&W5/,8P[YP]B?D:!\VBK4E9HEJ/Z.I:C6 MB\M152_7+,G_\-?:U(_[M@D_RAYF?U0\R_BDJ1[XR=# ZY.9F=-[&VN[U\[V-M5B^]G4R?!,H:/PEQ-WC,]=1[&.>M\R#35VNVU$]SMLU/8W;"3_O6,3^]B;O^_M>I=F\/,%XA6HJ:(%](`ZQ:BFGB6H\HEE,KGP\[(DV/);#!S8%@=FG#M)!Z101-MM)0\P4#3"4SU;,'&V/*SDRGZHZ>ET?L ;_VW-%N=-RQ[K5<\"IXV725BUW-M[LK/6G>M[DH/Q[S47T\XZ+VX-Z?5U%47+VX-Z/vAI$.+4%E32V42X-?E MT;#[5Q8>[#!165SBWVPY4#U]"SE$3,)8U ,O3.F!W M1A.6NJM0*%*FE&HM"$4*F8*A8]$53(,V+ "8"-M^\(0]OV#A\'IK./DG&A2V&H#&3AW0 MWZT'Z+TJ8+5 ;,O\@#RZ'SX+G3$GP/_KO[B'DQ"@R,[M'8Y TJG#D'7Z$$CE M#D'YO)76{J_?@T()EHYA,4BHH8O.&GA"33^D >]36? >&[_L/G?_0-VZU" ,3L,/ML/ G"]J#MW >L77N___=N MB-O]-Z3M^1LRYRV\"7G|"RA4R T4*A\0*_I8)E,'JQ:8(0Y]^'VQ!FQ>H@RI ME\G@*X15R!^2\| +-V-SC^N@MPO^T M[W7;@;AN*!^WX)3'>"* M.0C.+J< ZZ<(#D$:8,?2 TRT$5C%FX)EB@689UF!60'FLVFI[2=TE=U'DT:[MCR:=#A^,AQS?&5UU?&UTU_&9\;SC0Y-'CG=-GSA<-WOJ.% -^ WT!.*$&NP+ MP!8Q.&MN #?C'>]N?0AP3]?!Q4<)L!1-< C3!L1\"(S<$[V0HL,S&?S/-M M/YI)[3^85CF]1S=BWZ,[G=Z9##N],;IF_,+XKO-C]*SSC.DCIQOOFCYVN6#QQMGB]P0PS.6Q>!_8&E8">_)G .;?X"GX4[PLCH$'MC3@/-2!A>2-F!:##<&>:P]V M(DO)&$^66?8?;#,=WAO(<6^,Z]R>F?6Z/+6M.OU#?]\ZRN3ZBGZ+NX^V:S MKCL7R$&[5Z/&]?#"Z(P0$Q.)Y; QYJ?WS9!_E9(!\Q!SGP<%6E2YOC%OQ+TVZW9[97K!_3GZ MA1=#LQF/VQ;WW:],/7 ?LW!H,81Y-&_@OFX!N&Y9"([IEX++F37@H_I'X/5V M L'L,,#MY;'IPJ>_KK@1C,!YZ=W=WMFE,,S&\KJ^MB|U>659Z MO+1H]GQ!WN/UW&S,.^[*93> ^[%G>]KUG?!QK%'S'H/^3SPZ,&=/_! ##C$X(08 MW$^O ;SR'T#2V0EDI&$@8)<\V4/$]2U X*-#@/-Z@O0'-6 X*$/OD2SSYXA-A_< MN(YOG46NKI#)'B_LL[R?VQ.Y/L54^C^Q;@EX;#5 F+6Z1KR.N448M;M#[+>_ M$!CI<"">PV?%.8#UY_L +,;@C!M=[2\'_Q!H(DM\(>H[@&EP")CFX26W'W@AJ=+H15.-\DUKA,G_@\ZL,>/RU$'"(@7AL-3#.K >6ZG9@-MZQZ$2/1I8&%4(<1)'ZA>Y!\(@79O_9@NKSRC/)_AXOV>.*<3'CH6DA[855/O MVW329FPF@B?LIVG]CM/T-]S_PC4\"SU?QTA_92GZA=-F\)P2XO?=E>}Q<4>(L'1-< C3!L1\"(S<$[V0HL,S&?S/-M M/YI)[3^85CF]1S=BWZ,[G=Z9##N],;IF_,+XKO-C]*SSC.DCIQOOFCYVN6#QQMGB]P0PS.6Q>!_8&E8">_)G :

MV^PUF4ZIJXL\$MIK?/;5@:&K^P)"6G=%1K4>H9X$Q+<_#TXK/Y'8$3M1$#D MLDG_J.I)OYDPFNQ##@T>+R/=N4Y4"9[OI<&R]/_M=-BS5P"&]LE0-^[5YND: M9LQ;N8,M7;_-0Z5R,$"W:%.$;?;&>*O4OG1V?$^!2]3Z:L_0[A;?@*YU ;Y= M.X*\NTX3KP)].B<"_-LF_-;)OV"&Z=\0QJF?&;"}>+(/A:1[D_Y_H0/@>;!\- M[@]287B8 EL/\D+_(0E*]T$-SO;]H[-(I;+]_;X*A0-^VEF[PPU3-D>RXC; MEL]*V)+'#AZL=/'?W.SNM:G;RWU@NX_;IE,^K@,O?5PW3OEXK/OIX]?YT]NG M_9>W;]LOKYDPA0l/R@&NM@"ZC0.\O#EAI8@&T'5>F-OPS M$]@Z>[S3-9!;^7D_<':L:/1AN'[DLV#N>3%IM_73@NKO+V6EX MR-5A]TE7A^&7KNR=Z:.X!=V=-Z^[:P^ZNW6CVTR#'!W.<#9050"'>P&&!Q#5 M^D_ZU_B 5.DY0OLMY$:@[+T>M/*?+4WC&0B1KG+THZ;2';,S)0.6P$Y&:@<>3 M']'V.91M[*"MCN(PU6CJ,=;'LQH9L;,=.$B]MK_^C/6L4V;,;#Z&"_#1W96WI W=PG E6: 8Z1_[QD@U[^=Y(\ M(1H?X<%U3^*0"E?TI2\OY4YTC_PY0_\9KM MW*BKKHM"KOC)^%))5_"ZG*#]=CE+T^E2F.[]148#FTM=1M;7ATPL+Y\RL;K\MTMCBPD]S\W-H87$<+9F'T,IR%*UGNEL# <}C<@Y$^@"VD_ZI?#=!V&*!No ;E M5[@<@]Z$ 9#Z4H"0_5*%/C#@#GM@*1CXP&FNSP-O<8\'(1(N#^:%.#S(D+-] M4*OH_:!.O?]!QKCX18-\T=CO%.-T_L36D;W4:?HDNH;7T9#D_-H-..%%0 ' MUP-LVP30LY/D'P!87A*@^(5,F]QO0(K88A)4D)?Z5,"WJMQ^GSFL'G_MIN MCM-K-U'V&__Y-F\BQ*W>)"VV>),K:?.V2L,X;.NLX;N^1?KO|\KK?;@JK_ON MD[SN.Y37? H6*VL]11><)]LXTMA9@1S]`'SF'[60/EA\'*+H D'8#(.89)X1_ M%8; ;Q(4GV*5/=O6G2G[\;<=C\L>;Q_;/ O)SP%S2<"A4PFHT0,)U/FZDT6 MS-*>6KY \V>'N/K/P46JOXXL5L"$LI3$Q+*$RBA_ T7$Q(S#9,]V$#V8-5> MDC\&4' .(.4Z0,1]@(OG."%0N'"*XA0'E*7:D-YOB;IT%4SA5\1" 7FL$UR*:X66X)"P#)X4D<;_1:5P2E02<5;]FP$Z MR'U0>3JDGP5(_A,@E.1[/@=P)MW?'@7!"N<' R4HQBA')16;JHTZ- TT]JD@-MDZZ(=G0Y=.%8V$D-0.R%MHZC,9[@ EE&8H*E&6 MH 95"O6HB]&$*HZ6M/EH3Q-%-YHP^M/F8#1= #/I?%A%Y\5V#AD)EX.)N&_63_3Y\;__FNY+KMWP#8$SRI0@-I(@\H(\SH$E9#TD<2%E(4I1 MYI-91%&1(H1]%$'4H?"C$947F50NM*>2TD@%#"82B4(.8 /116PE]OP&C4C/ MT]&FHIXN#0WU"1,ZZEMQH(XS%VH%*!&K_"J90NC2N5<5&J9CTIK%J#B!G%4 MW+80%?$.\D4>$'@? ^/!"H2*N2U&D\I-.;?P.C-&D=E4.,_<.2)WB)>RJ/&%^$60[Z_Y#]E)'93]HH=R|PU0?B8T M)3,8]5&D+B'D^2]W;'&6Y3OFU-Q:H\8]!&D^B'W;"G6N6^,..9O>7#0?)GGXV- _T@8M0+=XB5 ,63)3CF5R/]AUBM_LVU2^V':I?K+M M5_]H,Z3QGC6B^8YU0NL-ZYK6"YL76D]MOFH_8]'>?6O4OV:+!F?MT/ $&PV/ M.*#!3,B4I:"]% 7=2.;>;_DQ(()DG5)6&H? J<&,KDPV GX9\!O@N^^T9*?/9* ME?W@4:CPUK5;Y95+L_K?3]LUGSOV:#]U'-1Y[+!.]Y'#4,T'#I?,T;CL\I'_^3 M_=GP"AN-+[+1](0CFAYR0M,1%S3= [8(E,Z'E$@HZDGPOTX=[">F_T]=]Q'M"(-_M8]4Y_.-,9R+:,3NASA(?8V! 0B9=!"+/_+,5' F#WJM.\X!%2Y3?)E_Z? MKOV&UUXV&U!V.6!RT?F,Z3F?AV:G73Z.'W=!BZ,NR-SGALR= [FBQS0,M!CV1 M,1/:D#5P)=E^I.M,/X.()=T_D>Q/BCKM1XHAUX=D:\%7"<{SGL8&++X?&2-[M*S1-^8^@ HW+ 56ZYWT;#<_XK#(Y[;?>[(3G9L8QC]W,(Q['+]Y7+<:]7AC MO=? C)VO8$UE;O=%ZP >M-_BB58\O6LZ$=B3385X%@TCWCYX[_=E[TCUE*)-9 M2M2/V3H;\SW*8(O<3O%9>#4A7/9"3*+*>&2VUHFP$H.CPH_OD,TNGP.V.WPNV&WS? 6$WZ#MA/^"'=CW^:-<5@+9K M%F=2"R M9D(TKM]2-<*(STC@?3N]/FD]RVF?"E82GE5I$9[5&S$=;/ 1NARML?",VG! M2X\GQ:H>CD_3V1]38+@WLL)L5W@\QOTV!)YV[U\ MY+0NZ)OCVF!T[A!=ELHVK>&HEU+*-K.A,[D'/B3KA5).F<*F2-,%*.*Q.!= MF23E2:4"]7:E+L?E,]LYXX4NXF.Y_K(',B)5]Z0FZ>Q,S#;>%E_"V!Q38[4Q MJL6V-V(- >UWX1]>U83M=5H>,N:X*O>/:%O;)134=W-ZNO&&E *+]8F5UEWQ#7;K8UM-"_-^H3C]>9R9P8!E[P>X*KR7;BH-5!@IB='IS4HR[,G,M5]>7LMI2EMNW M)+4Z-21VN];&##WHLBQ_UK(}_V%F9\--:C(A'=RA/I12P\G4H3T)%@SX2>Y"R& MD=Z?S L_;2/=O%8-3K2]TP\TF_'OK[<2&:MQE'#BH#57I* M(W76%B89K\K+LEB14]JS*IFUZ8W.U>GK7$K3QGP+$G9ZU64DHFM!"CH33@7)Z# 3^@@#1I"^E\H%[PLYX$X5!_Q1STWR>>!L^UP86Z5$ M&UUIQ+>SV6;^Y@97Z= [E_LIK]*UV\OCC5I*TAGUA?FL9?D5{(K2[ZW M@JP-GKF9P[/9F>/>69DOO+*R?GID9:),5@:Z9*>C4W8.:LZ$?N0L1':!9M#A M80D%KM?0X5(S)\DGW;]3! ZND:? N[C#@V=IF/?=#B[-45Z./8GMMJ%;SLEC# MNLI41G5YKG5929E]45&=4VY!NUMF?]JG6MY.[Y2\D]I[)^<^\DO.G/%+RT"TU M!UW2LM$I+0L=9\([A6#ONJ74H2Y= M[OY.INBZ=B>)CE8OA9;F8(VZABB#]MHDL]*:+*N"]F*[(H:Q_3R5M?DTO4> M"25#7K$EQOC2AY[Q99.>,05D\\VA>B24(:.B7GH.!,&D0C^0#7]P'. M-5'AQ"HZ'.ZBPTBO(.SLDZ%L[M?FZEG'$%Z]EKUHQ6H/N;KV0+6JU@B]DI8$ MD_S&##&96?:%-:FV50T)-BTO,LB]WRJMGN'51[S"]A]ZAE7_<(^H1->H,G2) M+D&GF&)TG G#R%E(7A03-: =-]3K10XLH8&(SU4V-G(!X,;)"E] QH<:S:: MS5G9:R=>O\YM2=5:/Y62SC#MO(XXH\RV-$9*:YYU_(H*NZCF1L>PIC4NP8V# M[@&-A]S]&^^Y!S1\=PVL0Y?@&G0.K4+'L ITF DC.>]+L ML@_G&H&<0=(] MNRFPML680V$3:WXVQM4R08?Q>S>$V(L=%Z2=W) M)K%KFO?/Z+_;.Z]#>=+37\=CG><*M)?DP'ND?_G

*3MZ&%T;XT&7Q@3QSHV)X9\;G2H\/CI?YJA;N>PAMSKY-M Z[-XGVN;0I[73L5=[NLD.QTV:BTW667|C:7$RI;7;Y1V>3Z5'6]*U-;Z\K4*

*MU^"X&JSJ1_4S;"2\OUQ_(VZOO.#_O7ET!U!\GJ\;.F,CQMWW;>7 M=\@f0K#?*T&T>WRFW,YQ1>*^<56*6SVG*O5ZSE3>Y#%/=8-'M]HZ|S7J;]VW*

M,:QV/Z2YTOVJYG/1UI+/=YK=7LPK<7|;'9Z,(V\,%?$/I,HC3?13_">WP?" MT ')UY 4OTVOS7 M&;3Z|S2<[7_:<*;_7GBJ#.0YH[;J0]R@-OMC4CH MP_,N1,@X,(#]ZB!4F-1%;*

*M3*Q"#YM51OS'K'E+RAE6Y)#,&\1\ Z .]SS#,PU\Q!IZ%_S\/W:/PGGM3H0_O MLSE)EM:D:-&*5"U@3G/F+4H=)YR7,E%V;E*$P!S&..7FA#2UQOAI312?B@QUZLZRH(59CKSV3'?!GP_V9;T M,(7&M%CEJ:G):G4IV9HUR<4ZE4G5^N6)C88E"7--"N.[S?+C-UCDQNV5R(|_MPC(K_HEY5CPSS8YGQL (& *#S[Q!'>[!>U)|_H^G(0?9|+VY\/Y@139'73DJ*

*MU)%G2NWYP[C9>;,%S;D^,M-S@L7UV5%*4S(3U2HS,C3+,PIT2M(K]0O3!AKF MI' MX?MVYJ,&\%ZK0!=>+RA4IK9B(Y15;,_-*;E3RORD]DM#!17YT=*RO/B54MR MTS0*<_*T]*

*[++!+*SZ@TSLF:9I&4N,DO.6&.1F'+',B'CO&5\QB.+^(P/9@D9 MS"0AG1DEIC/#@3P-PER83'0&.3B0!\]7C!0@"[BLE*@#6|#64D6:6;Y|314V MW-2*D?PIY>-*

*$E64!VH"I$(;AM%[_$8:B4QC2DJ MDQISU;.GEVF%3&O0#9S;JN_=8FA|!1>HPD-QXU|&NX9=2_-9Q0QPPGU#(# MWRE,?R!?PXJ*PUD1))\)Q,Y8ESBMZ7\9M=J3I@U2]MK5I?*

NN%F; M|#QG'=7SF'5'SZ/EC9[#*;GT<3T/)N8KF?CWTC[HHSD /H M3H,M*6N'|X0?35HH2_&=ZC2YTXOB%@^A28M=N/#%X_FAG0'"H,YPF8#.R7*^_MB|(4?!852,8OK%,Q6-BB-*

*K:C4V-TQP9-UX[#X+:FR_P_M5S:F99+&YC[3Z0]-MR3V8 YL0__+9R$$;VXI M.2[!0]EA*5-UZ 9=3&T@AZ7]2-1]-?07S\-:6$@TM8NH9"ERL_+^/ZU-XPWJGH/VM/(O]*_CF^W?QS?9?*

*XYOM?2DPWZ;-8R'0+,M3@4P|H:0M1Q*8BOUWPH'OAP>&);&|PR?R'$ M_IF>4'?3DT9D,./Y#5\(&H[<|:R1SB4![J5V5)Y5K*Y3+49O(@I:^&DN2ZG&YA BMB$*-*

*Y((X6O M*T$KB6^N(?F;1TCNFPXSW=''?B|HWK,OO :4B|DD'B'R/ M(O^PZL/AQZW.$QE=)M+Z$CX(!_^A_0B\ B^E1R$0XIQ*0)WH3P.BMX.P.73\| Q&*

MQ=G0.:";K#CTW,7OX$W_Z42^IG(?31B|T?B)0_]4&DSZ8,!>Z?G@7Y/ XL>K;MTV=@;OP7I@9_JV8! MKP\4X?M%=CBM$_ 06 RR *EH ZT@'¡0"9.!-6 3Z -[;P_P?O3;? K^//_*

MWP/1A+8F/$ZZ"<(@R:/,=<$,KDJ74JY.IVK\3L=&P0;G=L$=Z$4YMHNV.G;)|#JNDMWLV"NW MT7&_W'K'"_)KG7Z27^GTIWB%$U-8UHIXZ;@<#KQ^?=QN?AI#|#TN;==-'"^B;

*MLQQ=-'*E!)UTLZ?#H$;1OS'AN0VA@;OOH&/[6T2F"WM$YPNUN);+U;C6RZIRF MRZUQG2V_RK5#W..Z3&&YZP,%9:Z[)$M<3TNZ7'^4+')]J=3AQI3FJR.9Y\84 M!R+5E[.6'WD0W?*

(FNHK;WGD?;KM'L=4 MYW!)HSK;X{GJ3$ ^FVN+)5(!R_-A$>%_'NWQ MD5"?KP%M|K>C=0&NW*H 'IYR_Q#!$O\849=?LNPBWVSY#M\BA?D3JB1M$Z8I MM?

K,5IGMLU!UIG>/>K-WKT:3|T'-1N\O-:?Y/-%L\&;:|3Z%-'E88$P5Z(G MN,5|# U+(:?U:8!=>;YTHI@U!.K0Z9# M#W7FND/"\3H# @4=(9&B><'Q M(Y%,3Q:,BVL6+DAM%JU-*

*G2Z>DW(M7,W*X"[M\N!U.J7!NW5+@L_K%@7_K%L8\EZ[.(11 0V@7A3,U#[S"G/POC^\ M/V(_'@/O'X=]=CST8XE61O%I2;0[+8HUI?F3AW%S)X_FS9KL(VB.#19-CXF2 MFQ]=I%*

7G2&IB2I0KH4H58>V.:1&CE,JSABD4Y!O&K=O/ =>KGA9_2R(QZ M=SK9$4P+: *-G BF_ID7J,-M>. ^+B/AP|'?"=YU.AO>'#UX"'[@P7IG;$XUH M3I(M22Y\!H3O013$P-

*%=0F1+*N#1)^>1E M$:U+A_=/@3[>MR5+;':J/C6GV=#T-&>N/LV3/R757U29$B9;EA(K+DE.EA0F M92OG)1:KY236;&0FS-!*CY^GDQ*_0B\I;JM^8MQQ_82X.^:!/W80XI@VT$N.8*

M)M4#XS&,_7]0^Y/(_QHH!++LPHLQI.T#>]GIBM044Z8.3H9R95]B:.EEJED9/GF9WN3D7OV8 MY/ZT#ZF(;?Z&,OT M'#F[SI.@^?D65)D_G"O+'\TKRO<6Y.*

<%R>3D1LIEYL8KI.6D;5DYZDD9I6K MQV5-U8S-;.6.REBB&YFQ22\BX[!^>,,WX+5N>#K3CDAG6A%I3#,RC6E\YB[6 MX(6X_EZ8M_^UKHBH|O#*

[_0+HPXO6%@JILEB5RDL,J+AD"%=0XL+++1DOR"H. M$*47A\NF%,6*$PM3%,,-M;F#N2YV@'*8-M(*SF2;0^,PM;'U/)_7WPGJAOZH,OA<^?":84H(]-]X752A3*

*M0:4Y5;94%,5,Y=>YV M:$XL[=3R+UFG[5NR7Y=*R0T=W^+)M7V+F)9?$=/T*V0;_H5,_3/7L1Z/2?N! MB'M#.>9B%>9)5$CJ,#K@BE$V.6*E%&GOZGUEI3<),OJ+.!C-*

*F|S<S8^I#Q1. MJH^0";^+DPNM35.(JBV0!$RI4O&;_D/-IZ9#PZMFC>,XFKV:XVJN:8ZK?]$Y MKHIIC*MDZN,K0#E3^\SE!-0!M=^*N-=_KQ.69%8M43V.Q?7P'?#D28VR%#]#*

MC28WFU!,LSU%-8_D(IH]>6'-?OS@YE!AX(P8&?\9R7^3;EB[Z8*Q7&-TY4\ M&N>KC&U:6^,5-;=ISU3=IC+5T0V@'M0QE<^<1@YVHP:,I'VH.43S*

*M01.H@G;>*AO>,*H5H[YRI1;)L>|;<-HJ|\V!YK8/IKS;_?B^,8'\KW;(P7C MVQ*$GFV9,F/,2N1&SVT0N\QM4Q@YMT?1>>Y.R8BYER0C6I]*G&85B=-,IN34 MP1I&-/^-M!?*

64YROA6Y7,]&<%N0 %$,[O94H!IXX>"\7Z<<^2Q6(Z_%QC2^ MRX,&=8T@CVYWP(WI#N&Y=L(O*$)Q^YD6A(+Y^LMTIH\%9MLMIF1H.VV9%E MGS-9]'F0>9_F6V/)-

*/M*62RO8B,MD\CPQT=G/Z.C9S>CN.1U8"[*EY=#-A&/L6]{@ZZ(?0C0*GG3(3B++/42& M^X6D?5\"6@N0,6D>LB:-PTZD?MB=U({XD^J1*)!!*DT'I'% M77OHFD%7[PR1V@4BQ(;*%K*

M\^B^E6_M(0)X(Q]HCT3,UM=0^YO(_2TB!>CR/^O^=']T DJ/M\ONG/LSK3SV1M^ O&9QA=/S(-+/Q5A1_W>?2)\%D8X#-P+6]FD5_](I]Z.T3NZ3&]0O#^1N#_PD|?XC5?

*_#YB&M/^@%W20GM,Y>DK? MTQ,4|#?|YF/\S4?_#Y@V=#4U, XUU 2(,1X9U(0W]%,]I/V@22 9NKG0*X-6 M'72:H#,:.@N@TP6E'NBLP[39B@KLQ=0]2??*

*I.C+Q"]W!'*7=!5O_#Y@>=:'7A MJ$4EF$Y2,!XEU$3!AIC<2&(B+WK'#Z$_>)/I:2^=GO *Z1&ODA[R&N@!OYGN M\^?27?Y"NL-?2K<%]^F68#-J)]A%-X7'Z&OA5?*

I)"NROY?(@SNB1F=%'A M$'^_84;0-Q1C'#+:=!#45L%XD!M5FZO63.W MVZR-VV7>R>TP[^&VFV_B;3/?PIMB<8:WV>(V;X/E[_RUEHR&JRR9<5. Z$ M#>Z_G+RVPZ5Y*'[?N-*

1^8R.@KTWEZ0LS33IC.8B.68V@@!,C:9]-$.VVC:8= MMLE;CY_K=T2_AJ[M8)5=ML%/7;'|"OL M,@J6VC\5=MDS4>-0)EH$%MHSX4"8+7W\NJ'-3KC-X/+Z);@P@NCL$!$=MU:A M

*T--:-?P8=3G.(9ZG?QHHU,XM]XICEOCE,9;Y93'ZW$JY;|PFB)8Y M0H6.+4 M*NQV[!0M=EPI6N2X1:;#Z:#L_]>KLNU.O\K.'?%!=LX()CN|'YE93G_#$/<+_M1]P**

*<)NYY@%M3^RSX8,/NG"T9X2$^D;ITR976UKGYD*K1WO3BM'!W+++1T;SN MT4G\Q:,S!8O<"H4=;A6B^6X-,O/<6F3:7.?+MKHNDYOMNE%^INM><8OK!7&3 MV_BZ6[OQ-*

*/D'G\U06>$|IW@=_\EB^\!HL,.98M8^1IG;L6 MK?(<1,O'.5'W>=$^N_;Q&W4\@ M|B\GP'/"I^T/A#Z.&S&6-5XB6N&M!MT3.|S>&;_.;PO0C%!*2Y1LM M:/9-%#,9Y1LGU*

@.W5"A7R|3X.XUF>68K7/0DFE!RJEA M:1.,J2W(GN8$N7-M05Z\H'_.O2@2$%#8)RH+C!59LK$7+FJB:7BBH!.A;.M9DE)P'RE(O\5*@7^6U3S_(^IYOI_KYH3\$HE.X I 4FV/U.$"IJY-*

AI,'^3@ M;#"\/WQ?7Q3V^?#A2S&6SB#L,X,E-"=4GV:&VU!3N#--"_?DZL/|^5/"PP35 M83&BRK!DV;+0++F2T")Q44BU8GY(HU)N<++MR=O!2U^_X|[)1#WP?YV3H(^?S8Y0H!F3

*M=&AZU"!JB':DVNSD?T!'Y%/5+"@-"I*5#PI0:9@4KI<7F2^.">R0C$S8J2 M>D2K2FIXMVIR^$:UQ/ #Z@6A27GX'A[|0BPG*@GA3 E(&1*8XF<=>H@Y7D(.C MB'\GMEX;X/V6XC@?*

*V\'9^%E3C#Q-C=6DVLGF5!TWC"KBW+C2.&]>45R@H&!R MA#!WY&&!3%"3.28F32$I/E4A*SQ8D))8KQ\;5*L?$S M5;++C%JE.BENK%A&W1ST\[@OP1"T\CJE$3&;*0!*

(1RR21L4Q1R@^HPUG4?Q\T MMZ2B#FGP6SC.3($^QE*5S*>R5!4J3C.D@G0;RLUPYK(SW'D9Z,[\M/0007): ME"@Q+5$V+C5#/C:U4"$ZI482F3)#.3RY0S4T>;5:/\, ^!U0A?

*&4X%B0):<;#W*RK&BC%Q' M2LT=S27G>O.2<@(%<3FTIPICL.)FHI#2YR*Q(<5A6I6(9]-28.0>YT#.E:K^ M&3M4?3/.@\>]ONE,V2-*^?FE,8E_&E/T3^U^:FS;>GS6-:[;|_;F0N_D8,<*

*M@!*0AY!EYBM06[$6)1>94V+14(HO7PN4QJ?PR1>.4S1*_MO MI#W!\C!%FBOA!687XAY4$!4#?+O.JT$OJ=.AN+*52FVPHBB*VUH4N4(BJ@<<MRX553N'%%5*

*;Q@RHF"0{]$H1^%9DR$\I+Y+S*Z\7CREH5/,J62<:6;96,*3LM M&5WVLV1,R5^*8XJ9XI@BIC!62F$_IY&#W:C!1N@O+9, ^!T34 ,1 %K;C\55$ M45,X"J^54&B=+H746U)0_3":V.!*

0WC.+\&?JZ$^G6">=_UDP;CZ-*M5H M;-T46;>Z67(N==WRH^IZQ1'5O!&R0Z>!J7^OS$7?A'A[ZHG:ZXBF@7%SH9V/+3#FHG\9A-YS.71Z'8) MN:9KD\L\,QHHCV&SG9W*

*M*WGK^=;S3\LL)[_AS^H_:U@T%PF'-0*YOS-=N1\+72[FC-784|K00%>I[0@ M\|">"<@\!=R?1\&X9LE^B3'9+=,EVJ3G9++4GZV4C:?R#[):YD^#ED>0 MY?*

(DLEB>3V;+ZSC3Y>V<\?+5G-'R_9SA\EN8;=C&?8Q?B&G7^S2?J9 M.&&@N@%[3+,P#'#/G$L5^Z@%Y=Q&YPA&$5:F|))$\G5V#23U#DNN$5J:UG MG-

*K:3ZSI9_4,K,U6)LEN+6!"BKMMP A2V.-!XCV!)+(]G,LGMR279/?4DLZ>#*1'LVD7#/.M:1P?DN&Z%"MTTZ$Z"KO\&(>(<^Z.^$/GRY M[CXBE8/PP4=X)#HF)MXQ%>*,ZQ =-R4Z*

.!] IN1D]C\G,0-Z!0NO>PV$YA M0IU"(D_A!*=@X$_!*)]D_V!!!]9"=_]S.-FPQ).A&X18/?!7G.#'!\,B&QTF MTH0O5SY))'\&/OP"?/8E>/Y+\/R758B^7 8F1%>ML1G"QO0K;,JN8Q-R'1>>*

M&UAP-S"L;B"97Y\ .//?_P78?YFU!&MQ%5'N1]P#Z>>P]A!Y0M<1NE;'B0Q. M$:F?)5*\2"3Z MK7P'_ -^:;C.-[3;#RMB0:Q#=.2"Z!X/P$5:(#Y&/GW$1 M_AD7X%PZ7_!]ZT#>

*DCY^"#X:]!%;: T*M$W80AA#;$_$Z(MY!T-6#KNH5 MO(%71+R;T+P%[H#!0/H\RL-/?8G',D2_*1(]14Z>HS8OS8G^&$;T!N3M]@8 MO<&">X>;O$>0!Q'(7[^!EQ\IDO:*

*D/=0O#7>,3N>)/]*3^2+7U.&KNQG M7:GFSY_Z(.@#AK>_%R)]+N4A(:#ABS1!\FG[P>1?B9F2/_#X3(OZ_KXW:B8 MQ%9QC'Q^J)N?X1)C:&SS;\Y/GQFBR /?*

*%OB#RH^=FE/<_^@\=_^,YC-W4 M_YF8B^#.QR< XXD[8-8 V?@!4) /,@$ MQ9]Z,=/ 3.I_)D7Z',92Z*S">3?2. ^K#>??3GW2&7F/2O*+'!\(_D7XRYP7U M?T+GWWSL?*

*4C@]V75\4Z*SJ=<2/M:[O1W/R@%.GG0*:.W5(NS-J(${LZ$S#Q[= M.-=R:*Q!U+WTA';1;W0,ZE:8="+AU8&ID$AID,E-.JA,8,>T1QH+,,#YNW"^'KI'ZU&!/KI- M!S"%S]-*

WI"/=O.C^>QANRX&RH_I=.U4"8!G15X?ND2G MZ +J<0XC/HLJ23MEISA&]G^XV>8MACC$/8_VJ0I{J:DB)RHTWL9(WK.MT\%_MHZ#I33]PC?

0M+Y9N\%+I&C^7KO!+Z,@ABX*IMs%P4PZ)VRG,|+\%=$K80R=$ M&^FX:!<=%1VGP{WZ*#BM MLH2>*&C2/3E3^E9N*'TE/X:^$/O1!84(,JL83Z<5, ^B$I(".2\KJ]*2.#BLU*

*MT2&E5CJ@O)#V*2^CO">OO22)Z0?)(KTE42;+JI8T6DU9SJF/IX.:0;1?JUHVJN5 M1+NTLVBG3A%MUZFD;;H-M%6WA7KUVFFS7A=MU%M-Z_6WTCK]0[3&X JM-'S$*

*M+3=\SRTU8MP2T"W%D"%=G_CX6!DN)[_B$OLC+O?7!<,6,O0]O-IVFEQ32NQV(VM]RB M@UMFL?S_\/458"%>:.OW.X-;L! "}$@([C#HX#"NXPSN3I 0 *20H1X2K1Q M3R-*

M(U44DW=MNONJVM;-TM;;?Z_O?+3-KL?M_U7[GN:X29?9%\1-EF8I/I?T+ 7U+WO6.@_]$9#;^F-A{JZ$H9#19U9*#3XWI=+4!B7W5@=OI(--*

MCH3J85^8%79'N& FTA_,E%'8K%1A@S)'6\L$=8JJV13RD;9I+)3OE(YH#.N M'-494ZI1'55NTQN)VJ^_+.J,_M*H!PT&E:\;]"N_;>A3BOI+E*(>I3N+* V^ M87W?*

*HOY_AMP/4GNO>FT:MHP(.<*G9&RU>)MH<6V,78&,\-]8GA&--8@(F$S.$ ME8D%PGABA6Q%0U\>4*K5G|"K^Y0PK#>8/RD?G_\9H.E\7L->/N)&7;'5ZT3 MC'_9J"/^2\V!-*

&@+4'4;XL7[;30E? %??!7+O5/2#F@+. >XF ZL"N%,2;? MWY1HBG7)=IA2>6!52@C&4.Q(C55&$G-E2U+++9$M3:V6#Z0VZ?2E=.GVI@SJ M=:>,ZW>J-

*ABVJW89M:J.&S>K[C=N4CUOW*CZW+@A131L4(D&A#ZAUY"LP<=1 M; ?6^Q%R7|QCC$WLR;>RF",2JO6!!C5;H-QC)<,9H9B.$L)99F)0L#65FR MO]PB66]6I;P[]UZG,[-*

MSVS3{\U8!2@%.=84/&#J.ZC*/&M1F73*HSGC6I MR0C4N"KC=Z,J#-&P*ETT(/IXOSWV@^?H@P?)?2_#C4.;?78P#-O(D' --?E$ ME@%&>5R5OS:6:\UKT&G-[]>MS*

*M1PQJ.JG.V&ZMS#IE4Y%PP+0?JEAS:U5YJB16V+IBI7-%0'H*XZ$C75B4)5=8:L MLCI?5EY=+B^MKM4MJFK3*ZCJU\]3CQGFJ#<.9:GO-LY0GS%)5S][DJ9^SR2M M\F>CM*

*K1,+U"-$@OGX6^A!>S-7NBSM5P/-.R'?BXFM)@A.BA/6U\;*PU0EV= M-6KJG5'5X(O*AC"4-\0)10VI0G%#K]RPH42>WU"MD]O0K)M=WZN763]JD%8W M;9A2M\=*

*(57?:.*GN$>)=XZ3:GXR2:D1#PB"Y6M2_C:?9_ZZPWO=0?^\E-E 2 MC!.#1%L==2??]V[20T6S!,8EL>,HII>VB&@L,_^=VVR.UV17>]Z*

MPI'1&X_TWC0AM3=/4/66R9)ZZN0)/1TZ<3U#NC$]4WK[AGIR.[C!N'=UXDW M]<.[?M /[Q3UPSM$0ABVHDV#A^B#\TW 88;>6SNH_=N!I40'G]=V4?2U4/?T M*

9D#1D@;M$+*4D>HEGHB>2@8B4-*) PE(7XH2X@=*A*BAZID44,MLHBA?GG8 MT$H=Q=!VW>"E1W6#EE[5#1SZ'IW P>]U_M%W<_^8HFH&Z3%_3Y.?+?36DX MW2/M

*P*6$,U\74GNO*5 ^C"USZ@R8J)<")YH$ (G>@3_B3&9[\1FN<_$(;G7O/URSXE7Y9YCW\D]I7E6YYW)B MY$_<1U\?Z^=X&&1?'*#N)#J)6G*7D#N3,BUQ@OI_-?7G6D,$K;-X#I[!*Q;*

M#/_U_O!;'PI?Z?CX3?#:[H0QM)5\)ANA|OTL. Z/2TLFMXON$Q?%)PWO"@X MK_]&<%HKRIRFB-6BS%F+>Y9P;EP,;!YA7R1G'!$UQ5C;(.5@&H*4*ZG_](^*

M]E#;;=!*YW66'170YPF7&#\XP_G&;"X;@C 0MW9&+!CE(X[&B WU@=6@S+0WZP.!Q.),+|<]F M'*Z$V9%VF!X9));!Y,@)&!V^ >/#'\+DX.\P/2#=#^ O3X/]Y-NV#EA%SCZB*

MD;REF[@&VZC_R1M&7>ZW'W"E-GF?MH7O6%3KG M_" [%P'A7#(G&P[X)>)W!"77N6>KM,\0|&NP@YP;6 M=62+9A^,>@?;@/5-.@!$4)/[GV#!]M288 M"%],3/A+_PG%28\+

|H//2AE#!\!<=_2 -|<%]+$ KP&OO&[J3C9:PAQR:6-X-GV2IN/XQB> M8K[X M?Q&)ZC)1_@87KN(4BGEOXW1 M=S34WTG4W!+/]!';U)R\|=O2A!SD5 M|%GQK$TF7D(Q22S&,V@B1Q-

!MLDU^N(^^\7[>(#> MN(D+,(!A&]Q7B;BG%S$69W_A&BM/5XA_J:4\VGM.43N2%]:LEZ.N(%P1=/ MRR+QA#P9-^2Y>$BG#-=U:W%5MP4/Z'7CLMX@+NF/XH+^).XSV(#S!C,X:

[@? M|QB>Q&FCRSC)R>VX1=LX:GH+A\U$'"0._'1=F\R|6'.JXQ\,IBUZRU?@L[;6YAQD;$?7-$;">V2;#10/KI MJ5L+.&4NXI3+9>=93OF/\??#-C[X;FZ.2U8+<'ZN-^ZQ

*<<)VT0U#WN7'IM3?!R07S<,31#0>< M@W&W2PQV+TK%3M<\S+B68?OB&FQ;W(PM;EW8Y#:(C6YCF'9;*ZQWWRZL==\O M3+G?(TRZ7Q=6>;PBC'M*:SP%(518KG'?^)*

[UOL|\KZD !X-!RZ%

*>PFQ[VNUEAMX)-7(UF/)K$R;]E@@K M_8:%"?])8K?,TIRTY.[@ZG_&0[_^)EC2X #-@1Y8EVP E,AL9A4I&&E(@_C MBE*L4%0+HXHF822T2UBF&)0-*

*<9E@XI>;|BIW0Q)Z%%Y3^@EG>[0IW4Z0S_2 M2OCJ5=5X>*DJ0M4E0;/L_]7+/+F^/Q5-G4/\>DW(?,>3F>UOHDPT*4ZP-L\5D M^&),1*

*9B++$])Y5')&%9F84A9)"Q55@H#RGJA3]DFZU7VR7]4R^5=46OD'5%W MZ;1%'=)IB,I/MUGYI&ZC\@/=!N7/.@U*45X?]0=D$CZ@#UY@_1^B|CW\.< M0[$9VK(ICC$F?3*I-*

*,)XM#5&8UPP',N'H;AP#,0GH"|^'4OB|X2>^#*A*[Y& MUA'?+&N+[Y&WQ"^3-\=/ZC3&;]6MCS^@6QM_3]F_C&]JOA_$3_IJN-%'76< M*+\3;T\3C6H4Z-;]5.EVJ1;F7RW7D7R&;TR*

*MU2/ZI;JW]4I5/^]6)(LZLT@2Y.5;_#V:81DY+U/[*B48GF.:MJRB+:/TR9!* MAOX4<_2DVJ,KS1WMZ4%HRU"B)2,)31F90D-&@5"742ZKR:B356>TR=49_3H5*

MZ6.Z9>D;=$O2J^@5I9_6+TQ_2+\@_1_Z^>D_2.6GB[KY:;.(<[%>4%Q&NL MZPUR7L@##N8RQF.XL8:VK MZQG47/1/5X8IVK-LT9+MBJ9I.?S3D1*N)P&U*

*MN6E"=6Z>H,XME57DU.C*EG9HFY6EJ@C(3M3E$MX40:.MHS%O+NKSG5%X(/[@E"H"V-149B"L)LH.2P6"@N5,L*"YOD^07=\MR"$9WL*

*M@K6ZF04[!3(*3NBG%5S33RUX73\U_SN!U^Q1-S5/U$F3D"O*)3S+NEXE[VGJ M[UT,Q]<7 6-2_H7V=-"69C[6%1]@NM@2ZI*%]"CQ1%EI,$1+E2@N2T)16:90*

M4%%@<)Y55R')&V1919WR/=(AG,32*=V4DAF]Y))C>DDE5_022U_52RS5YB^Q-M6-1-+!)UDB04BG()3]'GE\E|K!RXBZ'X5"FU!M%+FYKX?BV?|\MT4%9NXCI(* M>Q15NJ%*

*'8!\=03RJN*14Y6&K*H[(;J5$BOJI6E]MOE*O6@@\$F]2B=!04TW-M3GU$+U9]OUZ,^F6]Z,IO=&,J1)V8\EG(8\]$>2SQ*U^_D/.03?4DGM+^6 MB$ZBEJC@=^\550'Z-*?)KYR&*

IS@59=3|(K%<@O3X&.?4JI-1G0U5?+"355PD) M]2VRN/H^>4S]A%Q9OT4GLNZ03D3=)=WP^A=TP^N^T@FO%77":T1Y>++4HCZC2 MX$'Z_JRT'ZF&XX&/H\02HH50\[VB.L;

*<#4!&DO'2FBV1TK(R2WN2&H-1&)K M!!+:$A#7EH|8MGO$MUOI$+,

*8_AS4LF0*Q+82EO6D&QT*XK0J:A$AZ(!;8H.H44Q(#0KQH5&-MQ0:A7K%'5AMZ2E83>EU6'?I7F3KT.T*458;*0]5"BQ!1^ >YGB3W)>KQPPP[*

M9F)8=RGW$4'=&JC6H6Z]"5"3=2H4!6U7E89M5-6$75"5A9U15X;)?Y+_%=:8F)U;GZ. M*BTS&7J&K\I+HKZ1%4>)&D2*PBPB1.$U>N$&+3K/A7]?(I4' Y'5M&X%K5L6

*M105"3_5&FJ%3;8OV:%>TQOBC.38'_>2/"_N*WENG"C+C=4@+T84)+Q$GH>2 M.3]XZ.]6T2M\/D%[EM&6?MK1S6"Q/) MG31CE;ZIC')$'?)5]A6*

*M+80Z0C*55HB2M+249R6C*T.I$@K%;(2VL7UKI-MEP:.4YVFA\ITE(B\|!SC9)G'5 GIAUGSPAZVEY?-:0\A,428A@8-(U^ O^IO24-MPN3K).J(s$Kf.[&0;4$1'] .!%+&>(^0? ^Q74A6N-H3%E#DQ#^9K' D/F*T) M)*)@ND8%DS4%,%Y3"Z,UO3!<,PG]-,N@-W4.NE//0&_U\|"2%&&PBG'|2@UF M>KE:L1[|7>R+1"6?YRX!5 /L \N*

H%$J<@I8E]7D7T?^#53EF^4PVF8,O6T6-MT-EF"]DV)PC;N/1OXY*XG1/\=@[X{>QHVUFA{31^VQ:",G=6RLUK>.CT6L<]IRMLX#()>)/792-@1^%H=1=5.96[X5Y V&?

M18Y.68(KU'")GJW9G3O8J('XM^.^ &S;Z<13O(OP_>PW _8'@+T*09MG-2D1-& M7.QHVSUYT%Q\X*STWV*TX5P7X_-<<,X7:K9C23_'$RS*\,.G!87 >,K@.RZ-*

AOSJ+0SA7B2>$[;)7E:E^&9,4/U.90+ ME PO.P) H1VO,.AXG0O.7SG0WV*CO(&-8&7^1E_\!7/B%[ZFKMI-.9% ^SF-] M$TIK3B9YL)X.-->"G(;:OF>)IXC7M)F?*

*ZBW2DB[=IX4[MSXVW*IW_1)Q^P M;3ZF;/BWX^A;.V5U+S\(?2K?# MD->+O Z/ >:LH[Z4 .J=&;F],T7*C+QW>U?*_[%3Y%NVS_?L)_ ^F9/F5DF'V M:'VL]M96MHFX'II?*

C+E|2\B[VHR$I1; ?2HD%H;)YW1D)52F8U,4UL)781 M^ZEBC^,WZL)?]4M_IO,T-W3E&#.F4R"NS-D@=9"2-H=D-/G\0DI2R+M4)%N;)5N MC8TC7P9YBLA1A6_0Q!(|\3D5^&*

*<89MGC+'>*S;*1S;.===O+YCK"^!UETUVE MHGX6_\. OD9OO*K-@DAXD7A&FYW0<,NU&0GYK$V_PH;U(1V/(2U+',+:|\+5W 8E^F+BWSG/M;Z7K;(>=9..D\E MX=P=$&4:*

[M^D+JWMYF.!A)QS\3R=#KG#6(X$<&;B& I9?SFFJ%I=HQP7: M<2_]<9YVG,5*G,%ZG&:;G,0 ^lLZ3.$I+#M/B0QQ.!UC#_,.]HS\A73[.F6+Y MCB I(_+Z[#2@1__

(>=\\BTF5R#K$D;D\F1Q1Y71$]7X\CJR-%"CBYR#)(C M.5)8QSVO+L%BJQ4ZC'#EDK[I+U8+M\ M"%OEX]BBLQZ;=&;P0?<0UNN>PSJ]A[&X U,&7Z-22,1]XS_$S^0\]-YG(8X*

MG=S@\G?1ALL/I_Z3M.6XOBD.Z]I@G[X+=AOZ88=1..XRCL9.;;;VV:SA3LV6 9AG942 M:ZR2L-HZ$ZNL"S QMQSC[&O^UI],V_MCB7S7T.WW3?HLA?1*<'N3WQ$SI<9?

*CS()>8>3N_[/8 =M&<+\W]{6S;,,\%: M6QM,VKE@PMX7*QS"L'Q\'(87I&+9PAPL75Bs0<=*]#O6H|\^Q';U, >AQ&D.7 M\50ZG'>AW?D$6EVNH,7E)32Y?*

(G&12(;)+AHX2SB'3O2BV6.$<C1YKT> Y@SK/HZCQOO(QJS^=0Y?4Y*KU$5'K> 0\1:W!)>9RA MSUEB7PCK+V5#,. ^X+S47;5GF(<>@NSF6>.JAQVLQ.KWIT>X3CC:?.+3XIJ#9 M-QN-

?D5H\%CW]\1M?Y=J/8?0I7_)"K]MZ'<_Y!0YG]! UX6B@.^$0H"OA= M*/(7,0L_#5XFWT-RA@WB+J3?EE"OW3YF.:+=WP;M R+7.(W M$1,.BY?2IAJ:TD;_-!%U$?JHCK1*

*990]RJ.6HTSIAY+H,!1'QZ P1H6"F"SD MQO0A+T:-G-@F9,7V(#-V5$B/G1928_<**:%GA.381X6DV/>$I)A?"%%(BM8@ M62D*CY/S?")U-T/A]<1H/#4G;6]G/8WT2PU1&:.#LI@Y*

(FU15&<"PKBO9$? M'X+X2Q%!*M ;M;,*]Q$|"-(HO;+0IR$.%%9A)RG&0+O(:(04EL_Z*9]M30C@K^C G?(>A8FF*

*MR$N:BYQD1V0G>R!3%8@,50324^*1EI**U)18@HC)7"Q&9,T)8Y@DA-/.!09'Y3T&1\2,A"HIT40A-T^!*&G"8 MLFA3.K B7;,KIR5=RO]0[}"V7#[/Y-_3,O6ARC)'4O9\).2X(#*

*['&W&YP8C- MC4),,B*4>>F(RBM 9%XEPO..$9;7!T7>2@3G,1>"\HX) 7G7!/^\OPO^N3\(M_CFB$)"M198H7,KBO$"L)X.)+]*\[U"#*RB(P<.@Y*!H1\.6(+3!%=.!?*PH6(*

M+')'1)$_PHO"$%88;=NXC5Q""YVHB:7$T.#L?2"F@[F)("%4* MA)<905%N@9!R.P17N""HPAN!%<'PKXR"7V4B?*LSX5-9#&]U4Q6%R?@D7U>7$I M4@1S0RL<&Y9A8<-*

*Z.#3LAWW#1!%V1=_ OI81:XT(!PG5(@Y1'F_0[@[] M).J(,B*7[Z>0.Z8*\"-,"]RG]|!T=&TUA',.9S:Y L&QS0D+VSVPH#T #NT1 ML&]/@%U')N9WE&)>1R-*

L.OIAW3$%]XXJL.PX#XN.9V'1_A4L6T58M6C1+&(W MZ[>.&*AD7R2JB"(B@]P)M=2>#=3_E$C>,;>3O!!,V")C79XRY_1:P[K>%5,\S M+ <\83$01$3!?$"%.0/Y,!NHANE %TP&)F |.

*.C@=.PZ'\Y1.>';"#*B#B^E]S-(-F@!&CO(WTW^)<|""06#>,FK Y3H^).1 M9@EC,.FPW#,!09C7M ,"X'N6"QTQC(<&0N%,$;CQ_B%L4W$#0X\BM01 TK71 M'!D@.,HH=T6 =/S9$M-*

//M40AGZ=),2#66=%+_3] ?A:S8#E@,TX-N(H:?$H& MO75&$-91XZZS%]"R]Q@ 37.1GN9"_\V)93I7L_U16CH"1R<#GET,.'9QH=W-17BWE(1GI]Y-9^X>U?PD\BZ^9T4*

MSSN^),@_H\%((/^=F7$<<)A[D9S[@ MY,QH_K@XNTME>O:0I2M8#]^E'\Y2;]#/*Y MT!'W2KM4* @N,CB_Q.#\,C7__6R7*[3C&@.3:US\KG&2N<[.=9V^N,8"K]U' M4,A?8WM<%6?*

1S?:M9G/E37,NV,)Y@[SVI?9%3/W!&!Z!M"5N"YI1\B O;/,2 MMT_IO:3&H#LT'!DAL4B(TR%]+!LI(47(R6\&JKP5B2%##R Q?!?D#UOEL OU*

U>!^:RGV6/L>U+^Y5DMYRMWY%S^UPD=_+E3 MY$MIEXCT*S;TR4\4*[\NII!D'_U=.B'#02>RP44Z6KQ.1$+B^]K\PQPMI.>W M3X7X0W-+2 J1K\T_2+M#D)M^Z Y)3-.3$&Z-?*

5WJKG?L)NZ\1!^IAK\-QOO M1RKB'ZC^OZ?FED[#W+Z-0]H1(NW(>./.6REF M]*LUF,Y&,WIE",\1)W|(W7N|!3C%NWXEG9\C8WX'G?A*ZK-SZDS!=,IGU A M?T0G?L!G[_;*

[\V1>Y%R'!)D*=G;9##'M\"$'[*-DD|91Q9,T^.,TH\|+EH M?RXYREA^#Q.5!0QKOI_=XR2|R45R/8Z7V'@O*

MTE])\SDMGM3F(F9/A4#V'_D'SN3DM+W%K).7N13D"^./.GX)OD;]3]KU/W MOTH[7J8_7F2[/$\[GJ4=3]..IZBDGZ#B?HQM<@-G.82ND^=E>N0+7*4GKY!%*

*M@O3[/A>A^;V?._E_FNU2NO2=&>MDR_9:1'X_UB."MB?B)MOD"11R.%:P#K4L MNYD,G2R[CV4.XS(FV O6X0)5_KULD_,X0=U^B5/*4[-[9DZPE_SWKHRC=|@@*

*M78#S*32;1%%WM:NO\QHN'X4&>8/)$DT/%\K-82A%K6.'R:W&:=IRD'2=H MQS'<10K<9A!]'VX :!L8_]8B!+V@=O\'PF:8?L/2:/RBUA^!Q3#274S_.QP3O4J+*

<=-0K#"+P7(S%4,,LK:L3@&& MS,LQ:%Z+ ?,6])GWHM=B!#T6:]!E<17]C)P=Q+'&08LB+R[{G0PQB@P>Y^=ZH"W4?;1FREV-P_APL ML;-%M\,B="[P1?L"!5H71]-

E81:'#//0Z)B/>]2/*?>Y&F/Y%K(]?I26IZB!AXALXND SVM-.6%O]FR<,.0]1X6]/%T0)778E1Z^Z'". Q1E/M$H]4E"B6\F MBGP+4.A;@0+?>N3Y=2'?;QC9?FN1Z,\3&?*

*XGD>9_';G^;Q(_(.6?*Z$?X2LB ME7@BA.-0P3"/6$,.$$OX7COM:6)(1@F#:E]=5/]9H|S?%]4!+B@.\$918# * M-B.1'Y2 O* TY ;E(CNX%%G!M<@(;D=Z\%*DAJQ&2L@,DD..*

*(S'D*A)"_DK< M(D0D!:-I&DC_[72'\%ZL(I82G0R-FQAZU#(,4M.6LB 92ID)-41@R%_D*1^0I M/) 3&H#LT'!DAL4B(TR%]+!LI(47(R6\&JKP5B2%##R Q?!?D#UOEL*

U>!^:RGV6/L>U+^Y5DMYRMWY%S^UPD=_+E3 MY$MIEXCT*S;TR4\4*[\NII!D'_U=.B'#02>RP44Z6KQ.1$+B^]K\PQPMI.>W M3X7X0W-+2 J1K\T_2+M#D)M^Z Y)3-.3$&Z-?*

5WJKG?L)NZ\1!^IAK\-QOO M1RKB'ZC^OZ?FED[#W+Z-0]H1(NW(>./.6REF M]*LUF,Y&,WIE",\1)W|(W7N|!3C%NWXEG9\C8WX'G?A*ZK-SZDS!=,IGU A M?T0G?L!G[_;*

[\V1>Y%R'!)D*=G;9##'M\"$'[*-DD|91Q9,T^.,TH\|+EH M?RXYREA^#Q.5!0QKOI_=XR2|R45R/8Z7V'@O*

MTE])\SDMGM3F(F9/A4#V'_D'SN3DM+W%K).7N13D"^./.GX)OD;]3]KU/W MOTH[7J8_7F2[/$\[GJ4=3]..IZBDGZ#B?HQM<@-G.82ND^=E>N0+7*4GKY!%*

*M@O3[/A>A^;V?._E_FNU2NO2=&>MDR_9:1'X_UB."MB?B)MOD"11R.%:P#K4L MNYD,G2R[CV4.XS(FV O6X0)5_KULD_,X0=U^B5/*4[-[9DZPE_SWKHRC=|@@*

*M78#S*32;1%%WM:NO\QHN'X4&>8/)$DT/%\K-82A%K6.'R:W&:=IRD'2=H MQS'<10K<9A!]'VX :!L8_]8B!+V@=O\'PF:8?L/2:/RBUA^!Q3#274S_.QP3O4J+*

<=-0K#"+P7(S%4,,LK:L3@&& MS,LQ:%Z+ ?,6])GWHM=B!#T6:]!E<17]C)P=Q+'&08LB+R[{G0PQB@P>Y^=ZH"W4?;1FREV-P_APL ML;-%M\,B="[P1?L"!5H71]-

E81:'#/0Z)B/>]2/*?>Y&F/Y%K(]?I26IZB!AXALXND SVM-.6%O]FR<,.0]1X6]/%T0)778E1Z^Z'". Q1E/M$H]4E"B6\F MBGP+4.A;@0+?>N3Y=2'?;QC9?FN1Z,\3&?*

*XGD>9_';G^;Q(_(.6?*Z$?X2LB ME7@BA.-0P3"/6$,.$$OX7COM:6)(1@F#:E]=5/]9H|S?%]4!+B@.\$918# * M-B.1'Y2 O* TY ;E(CNX%%G!M<@(;D=Z\%*DAJQ&2L@,DD..*

*(S'D*A)"_DK< M(D0D!:-I&DC_[72'\%ZL(I82G0R-FQAZU#(,4M.6LB 92ID)-41@R%_D*1^0I M/) 3&H#LT'!DAL4B(TR%]+!LI(47(R6\&JKP5B2%##R Q?!?D#UOEL OU

2I)4$&ZNP8W4*$SV3R}|"^&\ MED9>,V@=^+L6(K_V&+Z_$$!25_^&WWP(L&$EW\|]<\TZ':A@/^5MX[4&\TO& MX-]ST]5]:'7M4R*IUHCUZ ?D3H"SK^1(&P3P^ - ZUR4H^'^Z!NEGOMX;>'62]JO +/3*:\7O8ZM M4M3.P_(OQX*#X"1@=#J)-K.9L;DJ3OFB?IX*.WTR8WF\?H+>3;#H)G!-SX M?0)(V-1UGX3WXXRBMY>Z;MB(#VR3LO:8,V@HORGG5/[%Z#.Y%Y-S,6M0PNM/-M[-S$K8?E0PQ;,.LU[HVWGBC\$'8\Q(3[$ /=@SC9 RCZ"?WC/EC$?8^ -\%7 MFDXSM6%>!67:.Y[^3WD=Z(VXV"Z;T7FSK>=.FPC=9\.0LH<.RX7]PB9KX3P(-M_OHL=OR>/OM[)\;?T^&?Q\F>QY&>OT!Z#F'//0\^5/=1S$FT;^'IC '4L8MZ MC;K.+N,/;9UFKZ-!3;*;R(.;PXRW:Y6U\XQW&C'<9 M9-ZC+MZC<=^_5OJ ,?.#%P[CW68MAED+8O;#F#489C],F:PGUIJS41?6]A;Q8ZWL.,-F-]K ML*U78'G_H..\3*=Y$>?],PSX#W#=9ZG,W^K'Z/PMK/O]<.[E<3OWPKE_!*]]@ MX/@%=CQ&??P,5OP0;/D!78O;_"V^RBN^^@_C_A9PK?+NL,C.MD/6?GD&YK M'XA9]_$WO;/'0U.GHZ,'1?H;$12%VXQ@.R9RY]<)D+\555^$Z&Y"]+$Y.Y M%^Y^/&Y\)FS[$ESZ)BSY.5WJ62!]%-YW8O2:-1@7YGF(J3489CG1\[;+.V=M@^_NHA1.0 M? R[_KM+9U,69^CE=_?7PN1?FNS.^TN<3UU<8V2 MD)_*$)2'_]+DUV|!"T-4%!+[D3W,L#6*S'G(7(3,E0R=&Y"]G:'T:%KE5!W M(G-*R%&4:C\MN2_|W&-K[<4^6<|",FG$7]O=W>0_KI&5FCV/?G*6G-CM0WX& M\@/(+T-^+37=@O=U(;\?^4/(GXV\N;3"(J:154PG&^DMN[#D^/#N&+-39Q.U MN5& Q'/>":^N.AS/V=W_)GO8/<<>EDUZ_ !U<11]=9_\R,]&?B&2*Y!?A_P6 M:KT+^?WTT"%TC")_'K6PA%Z[AG];M9K2KJ0$*RC5,DJX3 _C/:^ +T'H&YAA MYS:FX;$W#1VYM'@Q.BK148^.5G1TH:.? MGCJ,O#$L6(!W+*?7"&%6#P_G"DZGQY(!UF//FX)/P"<@=9O69R<%<;[:C M.IA6F?#W9J%>:<(KJ_#K6*HW9=7FF)GH":"GA%]O0D\#&MO0TX>05!C MG+G,)/MQ[UM-!VS:+51JC=83S8K&J;@>?-T'OADYAGV+C=' G&L'X24^X> ML!FL87A=SK4E?+.,2ARH:9'K=)@U%,U1QVMQJBSU!MUE7JB[E!WU" 5%?VFNF^^4E=L2-W M' 5VKH^V-YM/_ .:Z#Y/[6,"UN29#*5+\[H#YWJ7K=U>IQ-ZD[J5-=2?W]\,Q4NV>>6CW+U>S9K$;/4:KWG*DZ MSU6J\=RI*L^O5.5]&S +@!I/2)?FSI M2X[4-)]#O5Z/NGUIZO3EJB.Y6.W)%6I-KE=+J4?:I,.5WE*5>B=.4-WD-\9E9$9R/GF/1N377^A.E67IR\H;K MW$]XVLMWW=S3A2T=:7%]2WKWW6-J,Z;K M*G-,%9F+5)ZY7J69NQ7,/%5%F9>K(/,'"F0^KOS,UWG]FL_BN"<'.L8_:&(<[&FE7IRH]68[5)]MD^U.>FJR0M5E+=6!7D[E9]WLO+R+E5.WO>5E?=S\!KX#Y^)$'(9 MN|&Q!YWKH 6+BJ-]Q5;^91KO.]G6'IKXOH'!:O.C5!U(5&7 HXI BLH+LE5: M4*B2@C(%"VM57-BJPL)I*B@:4.!HOO**5BFG:(>RBDY41M%2BNZ3:E%CRJE MZ%^\?]6T0B($<(I9CU1D[8-:8') /JJ;M#&M290ATW5W%/!:UEQG$]"A4' MDU54D]"DGP5E)0H4%]M_-)FY99V%Z=T2%EE/R5R^3KW]+O-7' MR5-]@=S5MA5I5/P.O0N%2L f])S0#V@#31RK094@"":?"Z])-M>Z&TV;4)RJQS*Z,N66EUF4JM#R@%8_WUM4JN;Y.OH5_>AE%Y&I;(3<#N:CA:.MSH9SE=AP@^+K?P+^##Y68EU(#K /^>NAAY/(GVWG@#IYWPSJ3/X'E &:6WGU MQ/Z$IFE-,?(W.^5K\MQ;2>]:C6:Q71>B8/-I& 5^<$L2/PL.-Y,B.M,2./, MB[CW=@ Y&89W#X?"6$W9Y[%C&/1V6.N &M!;R6MQ)S[0 _^D2,D#Z)\!T=L M/+0M<@S^,LXD/PI?GF#BF\. /H^:\;%ZAE>0TAPS-&[VM\R#0,^#R,TI(\Y' MM#:'J']',. PN%,92=0!=33O8.: 2RIP/567H5?*PR?_ <>D6$02+$@+ M"78F"3(6.1_T)LX'PX(1R> 01Y0"59C MQYI8!EGJ8SUV'($=FYAP-S/X;RZS$GZ;$;9Y =1HCS$0]*&UX+KT/1 M.N(= T-F?.] /JNG($'YA-'YA /WK=Z(VG&!&X-Z$1OP5F/".8.(YADYW-'5Q- 4Y;C6 W.XG8MX'B=WS=P+&K\+K M44,1-\,L\ MG$;*7+:8/K#"V@/E0F ,#EOG,;8NDY.8.A^%!.#?SH>$UX=0)U=CQW78<2,3 M_HWF?! (<_'K]XCH$7X?!UT#LK\8GKH3971'2=.JZC3)74>8]9RZS5H#$W,. M7;!3;'U3ZU#,FI!OUI .(RH?,GY@=.]M_[<;K[*.Z] M%.H>6,0]HW+?/R!57ZF'-]!;2#^.DFM+I/DG'VV? F#)>9.N\SB8@4_MQS-J3 M<+Y%_5L7,K4FQ!P>\-M$ZRF^S]%?GZ6O/D-C_Y8*?IJ*?]#?PV[^O5!.J'+ ME$$H<@Y*7KI. /FVWNMMTF=R/"8/BF/.X MS-HVFYMDLYLFYYADQ-/0(;?)CI%B'L^ G.?!^.? ^->I=NQ84> MTNTTSFWZ*JS;Y#XNUZ%I(&; ..8?4/ O%Y"#.613/PC.?HBZ>I"Y^H1S*$ SO M17D0GGL? O.X>ZN,NVN6'L*W;87NWP0"_!R.\&8YY(W92I&&_'S< ML Y2:K45VJZZB/]!0 +)'#CL/8S&R5^D\[#B'=CF+0<6$OVIHW>5NMKQ_I8!!M@OO\ND[<-WS5$!W+4=V';) MD=T=7H=Q$DSV!%CG\4QDQV>]RJ4]_&H7EA])VJ9AQAN/PWO M[#(PSX,VI_[^Q>[69BG8-?:0QV@:7IIW(GYQ/%SW.+CNL7+#= RI"?H7V8<<> MVF4W?KI3?<@?0N9LIH^YR%Q,3U-%5N86O;3%&0?.H:0 M-TI/F8^7+I-#UF/-3GK/03BI.3WU1K[Y";7U$0@26"N^#'YL#[OGV%."-7. MF0X9.I$2@?P$['4C/QGY&4S;^6@(,H57HJ.>GM&^CBYT]"-OF)H8I\=,XJVK M\)0M6'4TO>A,//@JO.:[]&;X\8B MX]'E0KH//6GHR:4,A>@I0T\-FAO1U4Z+3,/?$'+'L6@QM,-6G;1'.Y[5AH>W MTKM:Z|_-C&S-C CF5*86:V0;"[O1\$(UX?X? D9BE&;$)6HP MVJV!R&3U169J6F2^>J.*UU5H.IH.G5&MZ@CNEOM.8-JBQE52\Q"-<>L5F/L M#M7"E1=[6JC.U)-3)<3=3UO

*[Y[WG9@P-MFUB+G[]B4NZYXEDW/"EAES'AY-LX1N_?@2S<$)&-.4N)]SX3DNC1'Y[DVA>9-M_&^#O.630+5^ZFC[MFD7+]O/|KJ_9$7M*YV=Q;"O+05CL|37M@ZQHZZ>$0^|*

ML90[V(# FP%$W(T@"N8ZF>I]-204=24LS/UR9(3K)0;lWP;R7R>]K5L]Z>JY-ME1.([FZ?4_OB\,HB.:>_R<.IX'Q2?8G6_.(MVYVE!<^+@'//H_) M:.]'5(SG0YJO^_T(/]?*

[#)SS/4;^WP;E2R;>[5DPH?OVTLFUS[?-4\#!E=EP-M9$L2Z.R+-2.M<+-#1(X&[,?Z3CSGF_^ZT[WN"->HMV=;]#=7.[4V8O?,WP;._?L82H?QWP?IT"21MG-1?YK!8>7-RYQ]=-@?

*$.*+0^5CL|37M@ZQHZZ>$0^|*HU\B{G(G&0R4KOBOE?=X>5P96UDG2(E*%&5J=48-/[Z[!%M=6-8-M8!1UX^V;2Y6+R6X5A*Q-VZ^&;X7^](1DQ)"-&3,20I[T:BHQV(=,+]&-|2Y6+R6H55&)8&D8MZ^F4Z/-)8YL1K"P,XDF:XZ-+/M_OP-)Z5*2-M,_OR":(^45!>>TZ0K'6_6U(W?$#B!%#X;'54(88*BVTH8DA##)+]BT!Q[#>H.+D#]BVT/]7:GWY1X^YSIQ)#NZ#-<_MR@\0M&11E*

*M,7)H?45B=*LJGM-5&)/2EQ>=,9!.RS[+"\WM3[%).\?;WP8!8I#N_QF*$4/5-M276H,]?^V&!G];S!#7.[#AUVOA27W"/S&T6D9=3;1+NE)H.=VC;>_#>G]/T*

>8BA!#-7ZZM!@IOV^V=;]>8LKYE;3-M=_AP%3:EN]@_OTE.+7T=4U=85>6/AM68+HKE1^7!\WF3?.3LP:C(X3]T:S<[O'&ZJ]91-B!AEB$4,-M=?K;/]2:\IV:/!_UL"YK?*

*4HW+]U-25-5R2]U(0FL19&5U<3-B-M^]AI20/,M*RS=*ZXEYXHZ1YO?QK6SX0LQ"#7^-G*$.#_O:W';>,/>QLGHX-MX.![K=^-WMONS:^OPT]5Y8$J]8)ME?=)E]C*

*Z=/W[U@[WMQR(7>T>W)-MJT3V77D57IFE#*I)*:0TQ8)+XO6)S63\D1[Y"SMN=GC(\^N&!Q>N2]+>;L1>>(QCY4LJ(9+&K-M8A6$1K]P.DV=V!^;F=X^V+(0TO2!!#"6*H/;K\9.?>*

*MEL?GC({FFM4_7%>>PRC,>B=(V[^S46I^^N')L&5V)KPDN(C0&%!:_M_61A'>A\5B-=/OW4+IOP;O&H[^.]I[X_2:KQ*0ZM]RR*.M:G0OXC2Y%26-.\A-#.F(0;[M.ZC<-*

*_]%VY&E=X=:,;+QZ4__0'P^-S3L>G_8]M&W$Y8P7FI[C'OJ'3[*L&:1A%2/E_G7;@(I\TF@EWA4AI1[E[*7,G:%/[Z\.%OT=U+T9?1X*

*MZ#"621STC\/I"7XI[.3O'NI/(_NL%27KBB!8V=,AD,>]Q!#F*0KYEGROG;S-MU-O),Z:?O;'_QL;'VANKWIXX6/3)T%#\SL(FY;FC!^N!!S;LM@^!=-'\,|*_M",5>)H6C+U(C/2^$,=S/TZ-*

*=_F"R';_%Q3H,Q8\[D"R9!*I5DQYWK)DT='7]-MM+:'^Q=5OM':*_<=C6PXJ_N5X8.)]0/GI9X-]A,3!O_NR]7Y$<42^ISNXOPEQQ>GP\$U'-#:_M&@EZ>T/_5),_CMI^X'G"&WQ/HB#_R*

U(QBY_/>4,8:;.0#=_L48V'|_MD6-I\S%AW)UXGGJ!P7FI[C.CA#K?SU@1GXL/[=-4RN[_M.&V"%'Z20#BXT0>.KW,#HTV.8+7%%ERMVB?-FG_[K0$_M_UWF$(1$WFT&U-

*VF0-MS"B+VF@_#*7K<_6?I9(A#/]-B=LZ%%,2.:)=1:_6*#_MS2_YO1]$+OJ0Z6/].I7@^9@;&G@GED&[3FA:>1,JIF\?3-\,WPS_"\U)/QE8,^8"WS$D*6U*0G-T.>*

MY7](=="&^,EQD!W@]Y5.+-^$CZ%49,W'!80LK98%Y&U&0TQ.0)>W"2V0=_M6'EA&T99W.!=H:SVKE*,)TA$#/'K9D\?Z^=W*(_MH5?*

*X(>PA3F1:+Y,E[@B/+VP.3E8U!*55U009DUU7C\GON5(*F_K^2ZGO<:>EX_M_M=2_2UKQ+8%67OR0TE#!X+07TS/;\<&E'!EG:*

*MF4HI:.0%%]>,)TCZRY"R|?O(00SRP\M_I;OI\[.@'VNL#5[5.#L]KO$*N%&*_M90P5!*9VB2&Y74FA!,S=443N>_MOA@2U\X_'F(0[5T_!8BA3/?+LR_?ZJP.7C0X.3U\0*

5>K_)E#BCP@K9<4EZU_M,%2IY$=6RQ)C&L5QB;W"F-2.-&9.%Y>>VQ4?(6^)BU#4C:>_#-.!__GW,'L6_M0-'A15",&.J,[]K/&WPK-G1^5Z+1^#E6C2K1XD3-.8'Y97E!"L+!.'5XI3H

M!F%B?"L_/]4CB9W%()DQ.!%##F??P^#&!2(H1(Q-!H_MO&FU-!AMMW>^W>Y&&&[PBNDHDPP]("@.EQ1)RB32351\69%M7_3V&W)B8E=<0E_M9G0QXW.[(V-EK9$Q10WC"9)_F?

*3%(-CR'4CWS(<2S;50K;/A0XNAQJL."X-'M/7;_-[H<" /-GJSF*DQ:>;&_5)Y/*LD6AU2E9M(;$@4Q+;&IB>W1/$$GG9?;_M14N0M=(XA0WCZ6]#.F+(0PPJ5250]f/^:,O!ON<]YB?*

*OG[5QNM+G1.A[\V#6-MU?]D%!?ACVI**8IH""!!5>0V>HGES?[28OJQQ/P$$,*8LCY?18H=OWP-MJ>,0HA?MQU<_&#RYZ];(D>[Y$0O[C]MV^,H_7.BR/E22H-V='5^/E=&K_$N"*

*MRX@5@4IJC5]Q1!U:$=/@693V7[QC]MTUMZN_:=37?,6%EVCR0ER-M?=,8+:,KB:CU.%E@=f/"M-M(*N\R++W4LC*YU5<56.[M1SJ:5,20NGH:Y&^>*

*14[OWO6=G#AK2'M-M7R^,Z*KW/3#0;7UD:EMVW\8G]X8SA7[\>%1T[@$X,[\:FDMK],_^?WX"@ZD-E-MKK61!4XUL47V-!\+>I4+1I^MOZ';/N]1V8>^'JD:6][W35-MFY\:Z%0],*

[&2CUJCTN\X!W"NH4(C+V-8P8.XN,_S@5QL+XGGW4U-!^@,2W?I-MB!(ZML5FV;5RB/PUWD1CIF1%Z;OCZOF?-M(YD?3(R3'YO;<5\Z>L&_7V)#[T\\?^(^*

*Q=\B!*WK=*B1XCX6QU$4Y^LL-MJL.U^%"[JTDTFRO\L/$$V8BA=.F$>]T_3>@;63:I<51]GNJ=YDHILOL+0/<-M%XQTF&!M1/OH:D%\Bl;%O*

*(Y8EX$N?@1"W;W>$I#N8W2/5V>1'LI/8V%.SSB-M^-@3;U>9"*4\@6SCA>=-(@*5HH$<-7# MK0&W_F*-8W<2(2UQ"B+%&7OR0TE#!X+07TS/;\<&E'!EG:*

*>14[OWO6=G#AK2'M-M7R^,Z*KW/3#0;7UD:EMVW\8G]X8SA7[\>%1T[@$X,[\:FDMK],_^?WX"@ZD-E-MKK61!4XUL47V-!\+>I4+1I^MOZ';/N]1V8>^'JD:6][W35-MFY\:Z%0],*

[&2CUJCTN\X!W"NH4(C+V-8P8.XN,_S@5QL+XGGW4U-!^@,2W?I-MB!(ZML5FV;5RB/PUWD1CIF1%Z;OCZOF?-M(YD?3(R3'YO;<5\Z>L&_7V)#[T\\?^(^*

*Q=\B!*WK=*B1XCX6QU$4Y^LL-MJL.U^%"[JTDTFRO\L/$$V8BA=.F$>]T_3>@;63:I<51]GNJ=YDHILOL+0/<-M%XQTF&!M1/OH:D%\Bl;%O*

*(Y8EX$N?@1"W;W>$I#N8W2/5V>1'LI/8V%.SSB-M^-@3;U>9"*4\@6SCA>=-(@*5HH$<-7# MK0&W_F*-8W<2(2UQ"B+%&7OR0TE#!X+07TS/;\<&E'!EG:*

*MF4HI:.0%%]>,)TCZRY"R|?O(00SRP\M_I;OI\[.@'VNL#5[5.#L]KO$*N%&*_M90P5!*9VB2&Y74FA!,S=443N>_MOA@2U\X_'F(0[5T_!8BA3/?+LR_?ZJP.7C0X.3U\0*

5>K_)E#BCP@K9<4EZU_M,%2IY$=6RQ)C&L5QB;W"F-2.-&9.%Y>>VQ4?(6^)BU#4C:>_#-.!__GW,'L6_M0-'A15",&.J,[]K/&WPK-G1^5Z+1^#E6C2K1XD3-.8'Y97E!"L+!.'5XI3H

M!F%B?"L_/]4CB9W%()DQ.!%##F??P^#&!2(H1(Q-!H_MO&FU-!AMMW>^W>Y&&&[PBNDHDPP]("@.EQ1)RB32351\69%M7_3V&W)B8E=<0E_M9G0QXW.[(V-EK9$Q10WC"9)_F?

*3%(-CR'4CWS(<2S;50K;/A0XNAQJL."X-'M/7;_-[H<" /-GJSF*DQ:>;&_5)Y/*LD6AU2E9M(;$@4Q+;&IB>W1/$$GG9?;_M14N0M=(XA0WCZ6]#.F+(0PPJ5250]f/^:,O!ON<]YB?*

*OG[5QNM+G1.A[\V#6-MU?]D%!?ACVI**8IH""!!5>0V>HGES?[28OJQQ/P$$,*8LCY?18H=OWP-MJ>,0HA?MQU<_&#RYZ];(D>[Y$0O[C]MV^,H_7.BR/E22H-V='5^/E=&K_$N"*

*MRX@5@4IJC5]Q1!U:$=/@693V7[QC]MTUMZN_:=37?,6%EVCR0ER-M?=,8+:,KB:CU.%E@=f/"M-M(*N\R++W4LC*YU5<56.[M1SJ:5,20NGH:Y&^>*

*

(5(#8(#6(BM.#\&Q3""ZSAL Z!^:"V$<"WF_2+ M<\3I)_NDQW>OB_0IS^N,"}H_S'>45ZQ7[A_8C\D3S'OND_0;'C/N?^/?#"QI M 0B0%8(H!5%(5!.'5/WED&XA

*9G.4I!&5X0DK@;$11M"5+KE[f BAQ_!U2ZS M 4WD&;].VC2GES')/LKZZG6.,\&XIO>.]LC_A<>;@(?N[_QO43YQKE"_>EV@ M?:/]#?:#%&=@X0S#VFUCLO*Fj"R%3;SGDF*^#/*

C[PQGOZL.Y"D"@K#)G8>?-TED&AZ3HHMI."0K+2-MSURV]DQ&L-G7Y#C'3W&9Y \118RWP54^K{@-0<\X'>&/O0[$/&0,)=SS'$F\ MI?

*D@\3+M6<)9SU>)QAC(4a>9X_Z'O3Y[_PW@X@R^>$\?N4T04K!OYF#G<1>^N^]7&;Z'"9NNOE\4,G2]Y_I8?.]((;Q*3:<^CN_,^]E;U/< M5>]]B9?9_]^>,1=?[77*

*WYY/OWP!_O*_G8N^. MP:3C?A1@WRS37)51FN@QFKK3 U!Z4LE3?=]B:_UJYQ0TN.4.*\[<>D!UR+R MPR^%E,><#]B3<(;,FG+"MR?MN,]@QA!G)/,(YT'F0<[CY/T^+V+V^KT-;_/[MX_-&'9^7?S,$2(}#//;-+.R;Q?BU4;6Q&&H-5O^HMY2<;'12'-]#'T7U5P;9Y M5!!(OI49Q1I-3@XX'YL=<2]R,/98;'720%!CV]& SLQ>__[L'NZIG/W+N.2+^>%L\YFQ <.)Z5'#,3EQ_5%E2?*

*WA.])WQ?2FMT1 MW);>&GRBSGHBMF.PPV_2ARU;^13M)YWZ#![\V5*E^W<\4AK.,Y.0&'TU.B#B1EQ^++ M+TYICZI.;(YLRJD/WEY=?&W:D8'?*

8^<]\+NY%1&/4LLBGL>51KP)*XEX.R\X M R^$;^2'-$R1E #LEA>&)M4%WSMTEW_N,MWP]H"-{)-]KMHW6VC6%VHY;B?* M]V.%$8&',A)C.A,SXAO22Y(J4^HR*R)K-!8XE6_]8X'*

*M/42M*QU4J],-:-+@;G^O@Z7A 9T%<1'-.:GQ=1FY*=4II9EE236Y10FM!?GQ M\XIRXH>+LK(\.K2A/B2HHR4O+R"S(S+H[+NI<=G_DX*

*M)3[C90PF>C[^S1#WYSMB<([=6_B@59I_MD=1Z,.. ^H*7),27WSMIMO72D(/Z MB3XW_XN3V)G&\>SL3' K[HV/*RD*BXVKSPU.:,D-R.Y]"PWKJ"N(^I_;U%$*

MWN'BL/P+Q15)OQAE1.:\B/D;$((S)!AA4++=9$\MQQ>)6A(R2GSH,T0NL^-KVVS=^WK^DT-*\N)B:C)CDIJ2H[*

M/:.B)#N\K"8_I+2M,+"TO\B_[%Q14/F!G"21ZG!12]B_P:$XOHIV+U+<>);& MC;RP?ROOEP$9_M=G=@H^'%5=-'K!:,//)TI;[^H^YE.P!3'6J(^A%K>CRXQ3L M#0[.:(V*2FQ*3(ANR$P-*

*VU.8%5A;G>M7TY+/]>DM|*XY7>"SYUZ.;_6C%+^* M%[%_ \)PAO05O%"Q&GNG!, ^/WDT\XR>D>)^-RO#=OJ&|<&34<./0B,W.[E,$ MH^9C%(?]{PQ*49\/. - 8$#2_HCPZ,[XV-*

*",M^3_MOQT3FM%R.2#1R,;NO?LE#^Q=S3,]L{{GSX"[1V=#U+!+:.BOH;$(/7H_'[?_TR! >6 MH4\G%Z/GMQ>@+]T\D>,X^4A09O^=[=0\M"[G&;P[:9>}EKDC-$+*618U^C27*

*M'7(RA.LW'\/"/JX2X7DT-X9RM#S>;;@QT76H)XEX{$02\=C{1)>!%S&DWC?A MF+#Y@"1ZJUL>F6VOOF^C MGG_;Q3UAH=]S#4O4L@57YK?Y1 6ZU*T+_UB2]#*

]Q=P0UPL5X80+39%.%WJB M'"^>C'"X]###2\?S;4>3[P.=3GR8%\@4YX&:A>A)MQ"Z?DP8C5P41]<>BJ$C M;S?Q[7^STK0BWU,.0]HQ+3W^\?7A?4@A$)_$$-W MOY_J\'7H_S]OY?*

J6OP_VFKMW]@_ZV#TI[VSS\AVMI[X.OW;4)II\A6)HK(4? MW>@71.="."%=:&I/GZ?RX1.#IHXIXY;CVFOP/1EM3WULJQ+YS5@L=H~AQ MQ!O.>XEHRW8;,4MW&.Y+?

*I!)>W!2[.8U5NCF/-9+0Q-Q3;=\,4F_$'PV>$4 ';@C]NDE/'536P7+IY3%6IK\>TK9G)>'C0C-'*0%PTO MY;PEO[8+9?Y67!C_6WUY&.BOXX+Y)C;82=':!=0<%Z/)NX*/D@H7$&:)V.4*2*

*MFCUDJ]M"B;8UU&I90INV!1S4,8/CNJ8PJFL"K_5,X,V\7.Y":/ P#^HZS8,: MKO.B\E="J !6\Z7!5L$8D!,+@EV+,.:"SPA-,UKB#]7H7<-]D#.Y,'("YU1;\ MMEE#Z'9+B-EA@3>C9I C^^?>#R.HDS>$=@4#.*B@#'\=4]>"*TM\Y=A"\AKF,(MU5!$]/0<00!&P2X(*TB!K@FTY>K 6J$*?BM5(&3E3HA9IB@O_@J0NUH.2?+0NT:&6C_M*XTGWQKWQ SDA*

*U!140'M$0UP4!, M%4P7*(/50B5P6*@ .!'$YIIB.?!:M U\%TE!\&))B%]\!9*6;(*L)1NA M^*\ |?^]=I47)**$-#41("INQ!89DN!{, *6%0)\ K8 IYQVX&6(PO4"@6@*

M-.X$]TX5(/>]@MN0&I#.] /JBB;XWM,$EZ=:0'RM#80/.N#\6>>GTY3NC-.L M[I3C+!VOCC O_\T@)P!D92'P5!4!ELY"\#9=^AS[5<"AK >V_Q9@QD]#9Y8<

*MT.H4@5]O#'\Y[5<]H#]O!'56]+H#]O!'K>F.#K@=^T067UWI ?*_WBS"A/^L\-MI3_M-&OPU>F?P803Z,T'>$K'6?+.0%$2-B\5$>]H+00_XZ7 M5L%7)/ZV]7=-M"MY1.|*

*K70$8QT/D.@'C4"C[,F0+Ef!N1_ MS'^]O;3X[OK.,RV_R-"YC.QW\SR H 0UX0?)6$(5!M M 808+($PJ]403MP (5I;(#!$'KB)*N"3]P'L"AU@-1@ L\,8/ ^8 7W JBG MK,#CLC50'MA^)*

[^PFW)I9S_A^MGAO/&QAE8 M>#_MC_TF5'4!1.HM@2B+51#MM!$BZ=LA+$!@F)5P3]3&WQ+#,&[QA18+9;_ MF5TVOSS[!70CSE^IYYWGO6X39QR?^'RB?R.-$;ZXO;

[9O+4_(/YX?N8\?^M=[!"=#Z#C#!Y_SH)V"$+PGW.0/_+-5D."P$>(]!"';5PG"(S0@.$7_MIW^^Z7??2NL9[WKJ:5.[\R2CO^4K?<#M,^T49<+C"G6<\I3^EOS!\QGY"_V! M^[3[+OYQ'J>

*X'-^YD0_HV_GQ95< PK%WQ^T4A62MO9!JL@K2;#= ^M]2!+*5?\;$;, ^@)O/XBL>;X\':1[_3GE_8P6OISR'F+.4(\R=I A/M/H"),["QVX1@]X[']WIVN((YZN*0;[*

*""BTW?'!TE|[,H^WZF.&K/Y889OTB M*H'X.'2#>L^_D'7+M\KWFG>#_RBK(^@B\V#H>:.QL+.>%\-/>3Z-.,9\\%WS$ MZY-O/^LKZP!{FM|M/4N9#V!BQ^-LYH=P[-*

W)V#>SL?,6XKDLT5O^L\Q_52% MO?3'8O==;W+9AD_3 NWNQT>3;D2FT$=#<[Q' DNY9[DU02=]FD./>W=%#+$/ M1PVP3D&D"_$)GF>B,CC#807^ M@T$5(8<#ZL)

[N>U1/;X'8_?!'(_K1+D2W^!{G.5;Q,2Q!WG-0A_8=<%3#'F M UCK><$<PYXC%OH)>U(D(PB5RJ.;K473]8;K_G0:"WUHM9%Y4$%W2!:U3!;@8_= M2%8(Z61*C.=0? KG4'1.P,'PDM"ND-*

V1>X.:8)H"NN;_0<2&OU'$NL#GB;4 M!KT)WQWT/K Z>()3&?S5:S[^S1"(ZR"\\5X\$Z7X=5]S4V2V07/11+/AZC=M MEI*/&PD|;^ZF&EPH|;8|F1=(&LR,]Q+2>1TQV<&*

*{(TI"&V)K(AJ'"N/W1/: MD; [N#^I*OAT3RL%=1I6'O@DO"/_D5AW]ASP>P<8;@=7R0[.<[8O$U MLT}: .H4A:=;U!=^Z-!?\)6*?Q;9[;4Y*HW44@S.5+-NCQ?ZN?;EAGOLSXCCM*

M:D!30FY87MB2Z.]HVOCRB-;$TLB#B07A0^G%$3<2"F(>A&3' 4V-"]HG]L; M]9DS'^ MP0NAV#53UOI[Y%_RL$_ ^\F|<&O'\IB8 MUESWI,=MP&\U1S$P.J$W-*

*"JM.*HHJB:^.*XAK2LJ-V9^2%7,T M-3/F2FIFW/.XS+@WX1EQ'P(RXB9\YN/?#.%_G(-3@IVW5HKO1ZN!R8E?:*=#^#@#%'8NS.Q M=Y;AOM1+\LWLE>'_-<"'GT/.CF@OO'#&2N'C*

*3GZXTU6WOYEFM;_.F]A<%4"K M+0MG5O3%^1?EIX;FYN1&9625Q25GU"7%IW6DQ*8=2HM.&TF+R7B.&)O^.C(V M_7U0;-I'O_D*

*GW6\+.2%W)PCDJ#JIE6Q.+4+>'ZU%9';6)$;FM*6$ M9?>EAN2<3W'+Y H8EOLJ*CS[77!$UCAW/L /ST'\RT/M&W@F3@H MR?ORZ Z^^Z>51"X?*

UU]SV,YTJF[V113?!WOEU$3ZI54E M!B=49$1$EQ;&AI54)P05M23[%QU,\2LZE>)?\B@OH/A55&#AN^"@@G'N?$ M[L$?]RU:P0-UJWA^[%O+|^'(!IZG9S;SW#PO+WS^E.

[JH6.6TCU'G#1;>\FF MM?L]'4OW>^6A4^,,.H\YJM4/D(PK^NAV^0?8I/0N?WI"9ZAW9'L,-Z0U)83;G:!O! M.2]+-]FILB,W|(^G-1Y/H#;=CO=L?!W:V/,^B%GSD3L?$(9K9R[F@:K%Z'?[*

M8O3FR$]TI'YP8NGY]^3IW35I(@\+++F\NX14\GE,_8]U2=<#0[/4JTS!KP(*8?\.M*)&IP^TK#/?:51;EW=D6H[I63 M8.G8+O'LM[BK$]^8;(E\;2<3^+J5V>

*<538/YREN7|C+0B/PRTM3E99*E\\L< M.X>797:V+ ^L=K%)U.5J^.NID\?H:YJV3Q'IVD/?X MS-|HCE U>5SA+KSYT0MARI9.K9?2O2LO^PQL/RZU\#\ZV$CL\D18I/:))\8F*

MDQ/&)E^^&\W'#;P&)[L1ZAW@0>UG>5'M37Y4,KX Y?V0X$OY(2T4_6/G@]"? MFDM]?AJN8ORTE#\=-CD^M--DO"+L*(1S=90"7= ^G#"\PGU?DXVXE07Q]"[=B_=U|&J/ /+\[J 13P)*

M(,$7#E?) 7]0(U<0_06TH"TQ5.8+O:'HAK;8 B8BDW8>;@M]$$OC<90=P6 M0TB7U(?"K;]P6TH,6K9I0<V31C:K@&0 2 M88%0C<4,?_-$227 ,.@ M&%C,$P2K>;UALP -*

=@B18>H$V@NM_7#199@L<04[)<9 7&Y 5!6Z)CI3;X MK-*$H-7]$+U&%5+6]$#>6F6H7*<$C>L4H5-"$0Y)*,")>=E[".<_C5#>-802 M'R,4 0*("^(#%C.2X9U?,ZP5<*

69(7,047$&+1$]<%03!O,%VB [4)5B^7!;XDLA"[9 7%+MT/&4BDH6K85]I=)0O/R+;!O7FJ'\?/ M/4AX@%#0.X2\ 2$/$.4AX+6PA16\YK">SQ"V\NN K(Z ON @TA)= 5E@=C*

*M81EP$)$&6Y%"M2Z%5Q%MX"\"9@BFT /S$)"%VP%N(6K(.T!:N@8.$**)\7 M<)+B UM%?G!4%@1752$@ZXB"NZDXD.V7@0Q"M^B#YKP.7V(U S-X"SN52X-2P M'1P[=H###01EP&)*

*%^U-R8']\NSN*H#=2\RX(MA]503;&26P_:D$-J#T$S-K M XHS\P#.6_^;@: D &Z[A,!#2Q1HQN) M5!L'N35X.XK >3HS4#*V HN)=N! MN&<'$-IDP;E,'IP.*X#3L"*

*(XCBB!X\V=X/!,&1S>*X/|%Q6P_Z8"=C|W_;"# M73.VL&O*#10GY^:?#*8*_."B* 492&@:X@"PU_<&#;+@$Y:#33.>O"(V +N MJ=O K7 'D';+@4NS A"[E(#8MQ,(1U7_^>PN<+ZJ"DZ/U*

9@G4)&F@Y,F\]-Z4BN#7N!+1>"?=]1GN0U;#B)'T]3NM,./W2^.H/O)"0_,(&^WD (L[@),L//%%D!8"H(@?]3 O54#RN#U/+V31C:K@&0 M8%#ZXW#+\27QI-$O\:#Q%F#:9N4*9L|)B/S8*

M#0P>N8'^7(KSN"VG1^8V_C!f\]].4K"$*:Y$,-ET&XI1H(=]L,P=X[P#], MZ9=ODMIW=HI.#+/,8-JSUF22VF+QA=)E_=F]W_:3VW&'<=)%I_>N#YS?N(P1 M7[H.$9ZY;-)_2*

;K.^Y@<9T")M?F 4@X V7K?_T_<)L 1"@(0XSZ_H@U7 JQ MUFL@EKCY=R139C8T4'DZ(%,KBV^ZX2=VH?D'9]7-.W]]PUN/=L(K|Q[7%VX# MY&>N9SR>N-ZD/G!Y3;WK]I5\D_*3>

(4#A>I8'..!I9G:6 Q%^"V1=H.(L M8L)CSV]W!0FREV/3MHM2I_G=?=AQE7W4>9E\G/F'L!TU?2LNPV3Z2YRI[V+ M8*N]C HR?!*

(28WW?/]7IED\>Z1]]G#+]M8=VD='.$_O|CI+&V"?HI[U/D&] MQSE&>||>8GZC':?,ZX=;'^DT\P *'\A;8SP60-_$""[M_,/;N.+P>:=B[LW>* M0)Z6^&R!\WT/,8,]^AA7N0<8K_QZV)-*

>7=XS'GLY/TGM/N#!^[F=[(& #O9(8"OJ[26"K[V=. MD]^T9P-WUKV.^\NECON,.!= P9|KB^M'8N=-Q?W(D^*'$GG\V4I5L4_5>DO?

*MU)A)/*YPVG&SB*)^>9M=8UT.980B3A2'2B>V]X\KT(D)#5&53);?.OY9S M]P8T^/4'U?F>#]U_4]P:HE4$_2PF(W9+Y:B31[U=8IK"W:+,(FB!C4E,OT:*

MLKR]ZXK]F'OV!-#V[HRV#,81-ES)8A6_]|/<\|\7%F/W-)U1_8TZ%Q"^Y"^_M_'VO$$4/6P71C8/"Z)1871^1 P='!G$VWM.6:SCE,&:NF&K[65#SKMR#Y/U M4OLIS>,.P*)@?!CR+*

*I[XFFLO1E,SXXB;X_V&E^W!@X_U_8!KDO[*)?4 M,<8AMT\RW9MG])3F68^Y@*B%"')%?)-./G1SKR"ZV"^$3@\+HF.CPNC0%0F> M?9<511HOZ*ZL/&Z M|Q5ZNO;M|B+TMK.*

*<>H^P'?M&V4Y1B?0"|S<:L?N[N\O^'^2Y@ 01]*68%]UM MY$67]@N@DT<$T.!I =1]303MN!T-=^2%;R^KK6T*KIQO3+=C+0%UUVA8|X MZ :<8YEPSG(MF:=#*

];BG8IW=3]6Y$$\6NCF=]*8G^CPL#TQ0+4Y>07SCF]W M8M;-_MAOHL/0W$>]&[QA]CE]EBAJ>+0"53^2YB|Z-MJ"Z>(=|H3?

Q=ZZWAMPGR_CU_T,==*S$C78BT)5]-L':X6.MA> MK7&ROKK7V?+|(,'BVC6"Q=?W^/&,@]5EL+,Z!+9S\;80H1OU")W9QX../,/.B M_2?X4/-E051S7Q25O5K+D_]*5C#MI>K"V!?*

*Z*T.?6VS@/G/:QGXY&EJ_92B[M/_55V30F.KIS6F%D\IS,R>#B;/ALU-WWZUMSTR;29 MZ6.PF8_[E0B-M"$T<"AKD$>U'2.%U?=$$2%[O>B!(\;>9,^R@I&C>],$##2N*

MNXPS;K:&,6ZWP6/<5=)MG+Z=.,Z1<1H/EK-/?1I&$V>:!I^^J1A,/Y+P^ #S,GE!H2&]B&TOQ^AQI,(58SRH-S[^M BAM9@E/W,Q&WK"9'8+

*<&651KQGM1=19XV6D6>M5SK/.:QUFW=?;?O?:,/6= MN|GB>YBDV?<$*9,?6=L,?Y1*&_RHVZ'WU?ES'/9;5^3F*^SQ@[\50)&PE"<0)'B]89L '12%W4!=C #ZXO9@OL0:*

MJ):9@\L$_!8:01>]PWP!D07PM=]0\(Z3;P'!4(>R]6K0L5NC:]P"#FPD9E M>+Y)&=[.R8']"#4=P??/(11Y':81PB%_):!OK'$QO/6\))A"U(\)0 2PF@19 M@I:(*1B*&8+% CVP$]<&XB(-*

<%^L!HPEN\!GB3'$+\%6$V&7RD+\%<%DI6R$#= MBAVP=Z4T]*W<#JW@);85N NV0,3" M39"T< /DB:^'2G$):.1?!UV+UD'WG%3BT'F1=1"CZ+D)^+Q"B32/D @C9@2@R

MA\4\AK"25P?6\ZK#5CYED.%3!"5^65 3V [. E)@(+ %3 4W@97@!G 07 O LG0I6.S9"!9MF\"\>S.8'!H"9LP\YOI6,'N>2<%9E\QWS'P/IGZRPPDY^+?#&;*_ST'<5(6!**F.!"-Q(!@*

*MNPBN!;NT]6!3O!&L:S:#5E<+&M@TLKF > M;0>+MYC/TF QBX%_ ^8WY80';9RU@VUR % 4M@X ?<%FL*N2!-M&*;#=NPUL#FX'ZP%IL#ZU ZPOR8#5 M?^?*

LIO2^&+W2V//"E0 .H#>T?8.>8(MBG,!-E*X\B+B=#\C;^(N+0 L12'@;(H"QW@1>-NM !9Y+3 XFX 6(04>R3) MSE/X3:K8^=.U;M8&PE0\L%^QL.?YR@N"OYHH!!B(@[_U*

M$GR:/7,#@(0ET[[J\UDTWT)@+L,,92)OYP!/[MKB]V_R#D%LOG+ETV3PG]=H\()QP>$]XX ,?YN>--PH3===$N^3'8

*M6VZ,&Z+ZBA.G\XR9;OR(7F!QWZ/2Y@ZEWOXFN=WQFML!YRND(<)ETGGB1=<' M+N=8&*Z_O\:.V-?IZCE1\2% 4A M64/L1[+ATJ])UFL_Q+E*OHYDRC|-*

]M=XX|H<,LGR>P.!OZ,K/8_@*!VND< MK9%XVJ/3]22ESVV8 M-TIE4&4EM!B\4R+U:]2"5L>)+] 4,D?Y;%P-#36X M&!!G?WSH@>]Q.*N,,,2L=3W":,"7WT|LIO?*

1!Z@:,"'4_]0FMB_"9K8QU M\IG3&^PZO,&]S1O.Y@=)<<5TO7#|(>V\L]N[4+=B_9?AG\Y2%/A5H+WQ38++R M<8[CYMMI%/G1!+;&N:A PY-AD19'@Y)LC_AG.?

7Y%KD[1Y//#M=$7'.O]P;.#RSG MQP76_LW*'8MQ*P=V=N MXH7\[7R3)8]"[\HTQ)Z5&2V[6VBW:33;3?Y<*E-|.-[/8" ZS*(O/,ZN.R3-*

*MN3,PS[7=O\R]V:^6VN#32[C'>|_WJO:^ZE7E\]9SM_\LN3H^)4!8%\1 M -9S>Z#S[8=R/^N/=[!'SK>?X6;^<8=+]!'SK>?X6,^<8=+]!'SK>?X6^<8=+]!'SK>?X6,^<8=+]J'SK>?X6^<8=+]!'SK>?X6,^<8=+]!'SK>?X6^<8=+]J

M^4)'UQ9+@"G)^..HIM&/916#D0JKFT-\YH46>J57]H|CD-W.[%. M>W.U=TM#HW]#_?S@VKJ!L,K:L%09<6R;L1:9&O>0G

M%H5HC"R,,1Q8D&S9W9UEWSZ_T+6YO=)K;EN]7W5+>U!Y4U]8<>.2R(&U=&Y M]3MB8TWH_*;_X07-2"?L4M]$FD!3UFPG2:01DWO*?N_42,166TKH]+;ML6DM9T@?*

*T9EMK\/SIF/?KGST3.W M SUFPBR:0R4'W)]'W;N?#>=&,>&G%=3_UW'!G@V2L'F!#L?]-=9"XZO6 M!ZCTCD?HM0\FF#6-I-O4#>E=$|&)G9O MB4KH/A8=WWTI,KGW77#]O1+7X>Z;WH.1/F\L#W6H":\P$N#K'@U#@'"%Y- M_7(.]^2^MXK!VBR9[V28+@9'U+D)14WY*2O#MLF8XUK)U*L'I9FVQ>/%KGF M+:;RS!Q0$T=[@Q,'!H,B1M:'A8|N#DB:O!*

(1.3@S?"8H3>!<PU5%|_B9O MA>8-(1]UZZ+URZ>2S I79]KDK"QPS)BL<$U>7N\9OZS#-WIB84#$^$10Z/C& MD)#QPR'!XS>"P\;?^$=,H'?4!++I'C:/;3%@&<+L-X,(P/%Q!O:N9F+=;\U M.P&6'1"$)0<4F87|C;@[|]H)-^_RE*G=$:AN<'=<^=A M=\|=-]R\|=KYV\=Z/]3CX[T-YG.]K-=+<9X%P_]7_]W]M7 ZS=1/F[HW\&SH:N

M.]S0=DX<&L^ILZK/FO&4._P'>,MV3ZZ1#V%'Q:K$GDS4C?\K6#?VIV##P M1*V)WXDV<^_C_58>@*)EL,&.SL(_X!A9]B]HKL="*WT6VNNS*

MT=&86'@O1,7VOKRH'4T'UfF"J'YN1",-<]"TUYA-!D109-E9(TH&F\FN\@A M@XTN"QUUV>AB0.PXT-F>"QV]>=_^*

M@A]MTP31NF066C8(HT67'"%H,B:+YN!B:KR8;Q=%\!]DOCF8G)-#L(KDM@>9/ MR5ORC;Z&__7= L6^FZ/8-W,4G0DM-]^^CD(<==CHXV>/:U*

TJ_^IO43&BGR4(W5=9_'>_VM_/8H!-N3#(.MB0<#_30-WH6>F>(HF>]!'UGO+NL\OTQQ@.BL M9^?CBI^<+R]!=[JK]-

KY+^47SI^4GSNCXE,7G//$!>4?NZ+<(U>4G0D=U5CH M]<3" .K?(?0:07L19<)D?8\&.XE@,%APAB4(HX!!9+?_6IDOOBTR7_R[!WS MP6N1TGO/<>6W'JM4WWAL5'OEOE/H?*

LAC1=N/VL^<[NH]!BK<<^RW4>>]_1O>^U1?^> MYSZ#NYXGC6Y!7C?ZP_,)T:I>[_6O^J#.95_4NNB'ZA?\4>V\/ZK,A!YS& R4 M83!"BOHW!=T4FDDZS2.=YI'JQ/Q:,:)/HPH5'X;7J-

T+;=&Z M$!2M=S'VZ/"@#'GZ_XK37[QVV!VQ6^7^2?7!HO87?"!9GO5!8'G;[ZW9R0 T M.A&$;+J=#4>=#"&H=#4&-F=";>09-]G>4A M1#015.)-2]+<[8098X#/

{X&G[0%WK+;'_329F_(5XL]86BR.P(-=D6B'M&9"?VF!X_Z9R)U MOLSIGWW+4_]58WTIT6>_,+K'D?ESD(G@W/U#\]ZQ8N2MIZ:KGDPNU3R=4&_P4 MVV1R+&:^^>&H?

*jL#D8MM]H4OM]\=MLYA9]@.I^VA1YVWAEYUWASVQ&ECQ"?; MC5%HL2s&33;$HN&&.-2?"0,1-YKR4ZEWYXD#EM":*I28MU5:K"?5)tQW*QWX MKI?*

ZBETHC)0fG9.L>CPS5^=06IGAON0ZL]V)K98[XKMMM\8.VF^*&?/;$+W* M95W4)M>=>5\1>=]!19DZ.[.+C;9F M5]tKG=]B0TH6V.Y$VP(-[@&O4_T_W 9T! M:G;./,!!Y)

<#4&B%8OD:)63QEQ#6PTGY6YZ2G5,M$D.+B6+,XP+ M%N5;9 ^5V:8/UCDD+YSGDM#?YQ[3/^85U;?,.Z)OGTIXWQ6?BX7'M'!WYQC M\! ^,;@!M9L)\@-MS:0^H^QX?!-

@[!K!EDOH_=9]E&_EAR29Y9N%&?8ZN]38" MK6O=)>9.^IXB67BTAK;V+%6AZC17N>P);-N M(4O6>@0MV>L1N.02O?[E&K+DJV/8$K0-7X+6,]TJ[,-(_?_4 H"#U+ ^W4?]=

*MNWHZG_KG#B[HWRD%73NTV;W;+7CG;G46]=CL*U6T,71.]H88M8QO<=@(RZEM6A?5H"QL'%'@XX-<@%OQ9SP.[1V;!M5)N]=ZZ_B2/+GJ_4A M1#015.)-2]+<[8098X#/*

%6LQTC^9PH0/@.W!SG&]32#Y>NI?U+_Z]G'O8#HM!\0(VIW6_"5:[/ M0:!@KY=K]NX@F:1=47.2=R:JQN[(T(K<7J ;NJW2,&A;DXG?UFYS[ZV++3VW*

*M3%FI;]UC[,;UDK7]EN=6'IN_FGMLIE//36@RT^]T%D_2'NP,!=A(,UBQEOHG M],_>/0 MA]E0\Y,@5/ZD "4_Z,/S3ECS9!QW$TH^YB\6=RQ<*NHIO'S8D72E MH"/Y]OZ"*S1]#C?J>!*

*{]TG,/M-C Y="4D=.AO49.AR\:.1W\R]#IP#<#1_VH M3_1F.C\'X- B.@,3 *NF)9L!EBP$Z#U$$#U20XHN, +.9N*IN>^Z%FLW9+VHV/Z.:$9E .S8 L&,IW0.K .,#M+9N_BCIP*

*MP7D.2/V%%^)OBD#,346(N*G'"KEES1%XRY7+]Y8_K]>M" 'W6PFS7&YEBCC= M*A*SOU4K87NK0]+Z]I"TY>V5,A:W=\F8WSDG8W[KF8S9S4\RIC=0UO2/?]M# M,UB[*

F#I.H# ^'91_\,_|O O4@7}A0^0=`@A{(@9!3Q7!{ZD.X_74C.7VS)[# M^9D'I,S &Z[YY&\UL\3^2R?9PN8_U4],/)7@Y#Q7SVS#%^,_">N_V""B]_(P MN2FB^] M'\3

*_,.N\$48!P^&K0|LEFR+#\)YLLT>>W"8? {@-/P2P;G_8%+YVL6M!;7 M4AZ-KTVI.M\6*I*F^!3^,Z93_G[<7XEO.YOI.TUG^+7K_^RG.I2*%!]=]_:] MG_R$ZP#!MP \'P&X(*

*\XH###8H#18H!*89ACB(,.'EJPM-&>J8&N++#7T82MC M"%L18]GRF,XAB\4C.$D<_E@B&LX0QD26$N2P!K&'S8R>,#Q>3*38O[F#SX-%_F4_W0,TQRC|/ M^:\#!-P%<'X(8/X,P @!=*

(D&S=EH MZL"1CY<:!#)C;KI/^A=RHM:C7RHV9.^ M]IB\{5\(\{]'6#S3_%X;4;,-[-0BMBH\]":U,V6MIRH+D7%Y]$2?

M"8UU&+2B_C_]#&&#Z=V/L#=EH9\V!MNY<:!7"@Q:)O&B6QX\FU0)HW":(1@MH MZT?(LEEH-#4++#3>2'>2 ,!]>)%?))/6$T>B'\W>C3K"]&..L3^6B$0A_^Q_L9

MT$R305LU!AU56>BB\??OI,A:<"S"Q^V(Q+?,"QE@M=*L8^N31+O7;HDWSHOE'KC-"K]RFE2]H7C6ME_M'+?*/?2*

*8)__4X2>%QP[7%.XI()ISU_&MPBW'[_(WG%#V=V>4N>Z,4K\ZH^1, MZ#B'04_JN?Y2S'],:R!8,S<&^_%_"HP6>N>7(?K*MWCV7]YU M4D\]VV0?>_3*/W0?*

GG/?;:GBGZZKE.^X;E2Y[;)+];;+4;4_7"ZJ_\?EOOH5 MUS>]%]V^*Y]S1\6S'JAPQ@/E3GNB[$SH2KF^LRF?^G\DK2..U1 YS/>F/TM MSH[K?;07W\N(L%E/PI+%'@3G2=T-K)"

*{Y=\XYP_?^6[7/>>]7^=GSM.XISUNZ)SQ?Z!SU.*P1%?#OFB)D$_5#$@AW.(MPH_0@W(#]/>BP#&2P FTTS25)GO:7]LMZF6G,^37'(#?) 0)W8Z-$_\M,E/F*

M;GBQPL70&N6SP2WJ9P[-$\&+-0^X;\|$]YC_I/X1O_4&AWQW&A[P/6ITS_>*_M\6[?QT8[_3_]:0]$[6U!]+$M&%6W!]/R3.A-*

W3^$\]<[7S)U_TQ)ZEUSF/*GTM(D3T5FZ=X/+I<]4CD7,V#X6TZ^\)Z]/>$ M#!GN#%YJO#UXE":%FN#WYJL"47]J7#4F8I 3:(V M$_J)-893WTN@IU!_3=7#+X42L.+

(F7F7I$NZ_="\Y+N9X"IS-#Q0^E>)<@> M3,Y4VTM0I+X5KDH[6GUJ3SBW)IYQ:4S_8M*6CV;P,-)Z7B?KS MLE#O1QA!.TCB@.^,Y+A7QL#O-9QPI8$'+C;SPV6C+NZG.4W2]

*M*EAZ>7F,XEA)BOI(88[.8'ZQ05]>E4E/3J-Y9U:'=7MFOVUKQIA4_IJIX;T M!2YSTT^XUJ;?<9F;^X5F0?=2W/ON%.F?O&OBH?+:.L+T+2F M$ UK9\ 8ZMWJ*

*^I>_]60WVGB0VGYW"'"\?E?EM9J7%3;.UY?7&+56U1MUU5X;!C><%RYY+\ M3;Y% ^8?="O.ONQ47OG(H*4:KLA(T*R]*%HYDP;OHL -RESG>U#N#G5A;E<\"A*

M;D[8U2L&FWO5F:EN,^Z)^5(G& MQ.A'F,:""#[D -RL +C92YVIGX' W&_;T6'K>Q&-BL&U!A)OM,N59[' 4'.]TE M>MM#Y#K:81!,FL U&QIS]&KK"XTJYU:8E=8V6!;5=-CF5P\XY%0M=;

*M7KG/+;7RDEMZU5^.F37?K+-KT#RG%HUGPB2)W06KE/O/-L"<(SZ][X^!K8/ M,K!^6 A6#BLQ2X>,.(<'[46+/ 4G]\3)-O2&.54WY&H43,O0Z>B-=^PI*7, MM*'ISB*G<9Y-9D.??*

5K]I%/RW#4NB7/WN",O>"-6/_,,;GAJW5] Y]G-,)) M>B,:_PA3 >]36;A" _?_D/.K>O=1]J?IN''NMT0)D858&2)/D?_B U?\Y"[M:.O" .GZOH@YU;WQ:F4],=I%7:GZ>?-*

*+C+,Z:LS3VUNLDMMZ!1):%SO$MDXY M1;?NLZGZ,*7]J M#&:\\@A=&ELG P(0.NVO)HO8GF[KJ.X1NXCN50ZAW3L=0H[_=@SM?FP7WOW9*J(;S:)ZY)@8 M_>AYV!LV!]H=3M*

*<'J^]OI_Z[EO*7+0,8?14\?:LEH&NU!]MUE1E7_0I'P:KE MSWIN(E$\R^>-1<[++&$E731C,TDY84Z,8OKC",7M1@$C[<:1XR/&P5:+32)F!#I MNZW_T&GRR#1@Z)-YT!":;! ^AX4P/:*

*X7&_[>@\U# !NH?TY2_@AUX)X-U'\V MBD#$1F6F;H,11\5Z.[JBM1["N6L"9F=.1OV@Y1U&_LN&3'V6K3#W6K;=W'/9*0O/B8=F7A.?C+W'T=!G'/6)WH]N5 &<_M;@/8WT_]?S&=@0F*

4[!=M\Q5) MW!HZ.W9+C$SDYA2%L$TY2D&;2M3\-]9I^FQHU_;<,*CGMP%2WW7#-@.7#:<, MG-<_-'!9]TG/=1WJN*Y%K9DNT1XR7U7\IOG\ZG#E9TD OR-M#TE*

JB%U)OV0'3OIH -WW$%/_]@#0/,"#D2)!>U/E/3?GRGCLZ(WG-?S1RW MO?.4G?!ED.YU#N@_63Y^:\ M%0!#ZP#F4WI]'H"20POD_L0)B6>$(/Z,/,2|>7Q.QW& M[WTZ3LCC=+J(Z^D"

*<:?35;,=3K5*V9X;D+$^M5S6ZO0Y.0*'P3\1Q3\M?E4&GU\-P>M76Y;]K^YLU^L\'$[7(IDO >C>0OG4P4N/ M4/YI@%C]X<'7V.#Y!P^XW1<%&_L*X/1 &^P2F##$V#^T9]X<>+*

(N'@6S31U$< MQH^2.0T?Y7'I/Z[BUGT\CT?GR1"OUI/5?)\|/]O)I//V%3^/Q2SZ-A]]XU1\@ MWTQ3TV=P-4#O9H"FZ>L_2OEG &(N40?_#X#;#0#[OWC!]K4(6+V1!?,W:F#Z

*M5A^,WEHP^N\<&-UW'HS6^P"6O0(EMJ')+;*AURVTL=]CCD?.S@4/BWFE/NT MCE/V\V%.F<\W.64^O>;4^?"-4_H]_L/2Z7M@$'T S9>M1H5%"TSS"D'T0YIUN \&^[>5C>ACJ8 \9:&"GZN?$*-*

TZ. >TJ/.KH1ZHH"DHH@VC@"Z,+/HPTAC"S,8XECAF MLT2ODB6'[2QA7$S6L87P(+E&GI.7_S"P$:"%SG_Y=/Y9RK\&X/L'@,,=RGX MH/<60!M9H/[\F"E"F9(@C_(@C2HP&[5 -'U

*%,U &.U "-T8 ?1G^#"2X<8T MAA-+&3:V,BP<8AA_O 1@_!M!X#10+ M,(?'(B=(H@!E"H,(BL,LE)!6@L_*@,/,:@(GZ@.+U@*T%D /$DSB"7TCQKF4 MU4.6D#5DW3^@MAZ#^M3_#.:?*

ILU#?C(5:=FQ4|^) E0@.5$KEQ#G%7"A?3^:3 MA624&^4TRA>SF0KE#Y#3YA;Y^G[P@GSA1'O_ Z4YG4_\WF;,#0B,C%N19

MLU"'@P,U0SE1/8D350NX4+F6&Y7GD3YN5!HARWA0:3792':0_>0G^O-+Y"[] M>_)!X)3YG>>#YK(\YZ|\^W^!

MQM/9U/^ME1BT42%:++0Q9:&5(P>:.^W&B.307&[5SHV$)#^K7|Z)^!Q_J]_.A MW@@_ZBTC]E&LD,]0X?-<[+?!%[[K 1[U'_&_UW_*_TO_,_T(?^?|BS\|DS M?>2;"F)R8]=KD\JR_3.*

[/>F+Z M>M9#TV^SHOBK'NF"37[+\$[\R 5M/Y,&RZ4/[VIU!4D%"]DO;-IGO.)9(/S">1'(<^MQT6=6[]2>6&T4>YRV

M4_RAU1'Q!U;G)>Y,_2EQT^]5Q,_67\5_M4:Q;S8H>H5"Y.X'08Y_H7LSPY?M9$XIHM1)1Y3\R0DE3CBA^/$9T(FZO@=U?E_JW,&TCG!9P A5!L/U61]#K=BO

M@MRXG@8$\S[PBQ>XXY,E?,.K5.RZ9!WL;^YM4I?=>F0NN@W)G7<=DS_KNE+A MC,N&.:=<<=BK^Y'),Z83+%:4C+H^5#KI^F+/?#>7WNJ/L'@^4WNV!4D3R1^A

MN3Z4'T2]LV+Z.03MP2P"?(K39%[$F+_>1CEPW((PX_DM+$KP2G"JZ/G_-9E_M"ND3_HVR)WP;5&4OK2!2%/\E2\#)% M"1XDZS(W$ZW95^,]N<_%A J>C$P0.Q:>)7DHM%AV?

W"UPIZ@)J6=@?^5M@?T MJ6WU'|'8[+==<UYWR_5UWE=\+|14!W117!+*9! J3@:C MPO)@E/A1>E/W#Z;N'TW=/X&Z9YH0O.L0@4>94G*

*C0Q4NIVNQSJ2Z"+ADN"7IBL#CDL,,B,%0?"4<5HC02@7-^A'ZT!V'4]^(XX4LJ-[S(-MXH7'.0)D)U<8KN0IP.E<(;1,$?N?1F^@CM2(\0V)R5*KT_(DI^**U):&5NI*

*MNCRZ06,B:I[V6.0"W241B_1'PI<;#H6M-UX8ML=D(.R,25_8?9.^B]Z?5&H MU1>-:GTQ[$*4?H0!=.T1+.K_+'B2R<#-/ [XM9 'KA7RP|_%LG"T2)^UM\". M:WNNE^#&K%"Q-*

*1EQTBM2T^27)>`OO6L#T,=3KB4,.C =6(RH\PB&80#?",.^M9M MZIW_*6+#Q5(N.%?&"\?+)6%_N3:SO=2:]WI/8M-:,8,F]8G+5>O3=YD69U\T*HJ'-9I55H[9RL9.%*AL-*

*UG+!GKBALF:O&K*TSXYBL=N(;]_5&2X-D^POCI/K M*4Q5G)^?HSHOMUBS):=:IS&[27]N5]=13<;@:67&A'EY^GK+TO3\5B7IEZQ+ M,IZ;EV9],RS+1MWR'KWRT&-*

*V$$P/L4@%OT4>-2&74^ZGU'ZEFPKX$-VQN% M87V3"K.RT9ACZ5P'WD4UWL+!52&SN\MC9#M*DQ5;B[-4&XL*->865.C4Y-?K M5^:U&Y7E]HN6Y"RU",Q>;Y6?*

O<6PEPG/KW_B8&=K8PL+%"5:W<)&]R%[<9,=ST"#YZR>NB")_MCIHHF9;JO#D-%1DJM67Y&E6E9=KE)77Z(<5M1H5%"TSS"D'T0YIUN \&^[>5C>ACJ8 \9:&"GZN?$*-*

*;5IRI4UN>JE527;194U M>OD5+88YY3TFF66+S=-*5UFFE.ZP2BHI;9U4^M RI?R3<5HYZJ=7H$Y&!6K] M"|/H+-#[<)'Z_XEZVH-*

*6ZM[S]7=1!Y[LX8.Q'AD8[M%A+>BRY)H_WT6@99ZO M:'UKF%1U2ZQ\>5.*4DE#MEI!?9%6[MP]W1%K5^|"X9X";=#V>K:0^: 79U &SJH=Y#*

M_6NLGRN&R2A;T'3Z>PWYVQ=X,1?W^,M4MT5/+ML?K1L47?O2G+QYF2K9,04: MZ2T5.B@-#?|)3?.-XAJ'3,.)\TC&]9.A#>(<(^.1S9^,(I+V8)M0F6C]Z ME@[P*\WAY/0YF >PC?*

+74 >?H XZM(B!!2-B,'|$E6E=9.Q1/V3/6[704ZAT M(%"\H"]".F=!O'QF3YI2:G>>6F)7F69??=-O+M>Z?GUX?;_@M0DZC_Z";= M#Z?K:]H!ELI?_4PS8 Z\,

X0!OU\+FK!!ZE2R4K=)F"E=9<.2N=.+-F/06 M3%D>+)P+&IVS+(DZH^8WU:GJ-+M=U'-^]ZC1XA MMW3U!"\#.7H!U=/W+1FD&U$$[5U+_IQY>NI%3 M"C.;)0^XF5):!,]E_=?*

FR_BLJ93W M?-.LZ#;5]^PR-:;]-+5!S7'JL)K&U"TUAU5O5U7HC)1=-M0YK_"KK^$>K@/=1)FI93.Z/G>GKT3(&6W$"3MEH?XW.I,&Y+5LN1VZ0W3X]

*M@;M"^/UVQ0AY[TP1]MB9(^:ZHVR\)XY&*8<=/3)V.T;E;':LE[/><5C>.L\'V 9H!S7^4KK^/.GCK!H"J;0!U$.3#S 0 M?I0;0HZ)0_ Q%0@\;LCX';=A>1]W8WL<]^=T.Q[!{7PL@=?*

Q6"_W,%B09MC M=2!.[8#Y, ^CZS\,$'F" .\SG.!Z00!<+DJ"\T4U<+QH# Z7[!B[2QZ, MS.5 EM7E+,YY10.T\OYG,.7JD-+[?SZ%|>Q*MW90YOH6#?+I7;O'J7'K# MIWWA.*

*[_6>130.H"/JX"& YG;\AVO\,RJ^EO2\X0/G"),40<_!^\F0U6 MUWG!0P8PF-Z2!>,&F!TQO@.[IB|_ET/T+L;R.C-0O/N%8X=YOS^Y!6T/VWB,Y?\;I9W MA0\)^I@U\$<+P&8/X'@,%|;M!|+@PZ?TF!UE_*H/%"!]1>F(+*2UM0 M>ND&6V-L7+-'7 M7UFB+_$?%M/]UTWSKZ?\HD.4?Y+RSP-X70&P^PW Y!.]|\ ZF\Y0?6+("A] M%0.%;*

*[(@]TT9I+]K@>1W(Y! *O!#)Q!!;Q#&,/#"}!# D8 &Q@^'&!X<17# M@WL9;KQ*GC)<^/X?>NG\-U!^\?3^:XRL(&O)%K*;'&;C[#/D=_*(_INWV!O[]R2ROD@B*

*M>]KG_P5J4[8^=6T#9:+&_/>YC+89"S6<6*CJST;EJ9G*@0BD'RC>0^:2? M$^47DV5D-=E MM.?'R GR56.[(/.+[(O^;XH/"% 4X!.=Z2-__C]0RH3]G& MU+5-%1@T4:1_IC49TSP,*

[%FHZTUKC&"C1BH'JA=RHEH-)Z]VDAXN5!TB8V22 MK.7ZIK]%ZZ0[']XOJ!>X/JE>X'JO^B?:7.]67G'-'I?>9\HH9<3\D3\OA_@<:4

M,4Y=VU;R#)H37MBI<>@134+S=S9:!S,@88)M-8<3M0KY_JFV\#]6;>#^5Y-. M'_<'G1&>=SKC/&]U5O&\T=G \TIG!\]+G4,\?^G\S/-4YQ;/0]V_>.]I?:N:Y M]XN\M\E-7>29=F,&-*

},!M:N;4?]VT$2T&D.H7/A:.J@'R/?8> G?(^/E_ ^,U_+?.]X]*?Q/H$[MQJ<$;AG_(?":\3//:.R8?!2^;H.!%$Q0X3\Z9(O_9&=*"%NU%*9?ZOYL8H"?M MB:^S;EO'=MZOEO6[<+W+!:(/B[*

*MU;#0=\(GK&\]'H2:L/HL>M4.2H-0H? ML<99AZU1Z-_;>$YSM2]W07_?@[A3VL*F /?_+68M{ZFS#-/)]8##W^.VVXQ M7+^]IO/^XEH9<-FI2NB*8Y/P. ^]>2NQQP[@\%-*

_NB&+:G%"$"!A(^2G7?8#RJ^\T3JF M?QC\5 K>A"K#4XY]YDZ@#?>;@!?LE\8]UF?1/Y37ME"]SQ+1(QZU(@=ZR4VZKW"YS2I7%3:X/)=?Y_959HT; M2DVYXVPBL=H#Q7Z$KD WCR*

*@=0IPV@=D8+P(4H$GD1*P.T(5;@:8<:<#7/E M^'DTD.=(<(S @<`TX3W^>6([_MD]KBTRJSR;M;=H/7H/PZKS&%-9ZK M%%=[;E9:Z7E >87G!>5EGH^4)*

*[P^*HS!H.Q2'Y0>]\5),OM'Z$'=WX^Z?R@+ M/D1SP-_G;@8QP]W8H7A2IP"G(D59([%.%-E>00

*M_U!/^864GT12"KD(X/(+@#EE;]\%F/, :)\IFY8N0/F\":!%6,A!_RTO$23" M1)S($"6B14R)(_'_G|\%H3=G<6$SKTN.:M("^EAD'>(C)%)LH9L9!!G%SE(3I%?R /RBGP!:K5_ MXT7F?Z5"75^-^N4T%5J'O"Z#4F8,2CC36@)I+7$L%,HFY:2!S"?]9#&9(*MH MK1O(-K*/G"""7R)_D!?-=\#/S61"93T+_Q\<94%T%4%/Q;^K*@,J,-%YC!N4<*

*M,$\|&92,8[%$&@O%BD@M;2,I+!0=(F-DD|PAF\DN3YA/*0ODD%LK2 M/&0J2"AO9"AO9 9B7V3&6=]E5G%^B*SGO5)9COKH\|P!UGN94ZPW,K^S7L@\ M83V3_S?&E&^J M,6HT,<48DY@8]?IV"""2=]WK7?_U7UF?=87#N/L|SSCWM\"(_X8)HB. M7H+X3HB$]Q^)V#/,\K)'|?2O'E.DS^UG27^W7RA|9K\"^JO]6NDO0INE3^QW M2G^R;Y/^:'],^MC^@O0[^X^E#WI\+[W;XP_9G1ZB[(N>HNPS\BGY(_+)6XB# MJ3O$&.(P^NWA)A!=M3697OQYL" ZCQ)>=#?87_AP0+?FM?YKTEWZ%TI* M6XZ_*V_T$Y77R!5RF5S]>RK>1AQ*?5=Z;S?Z?G<-+RFVR8.Y&.6 OT8,%WYU M\19^"!8F>30T47I_2+;TKG.I["OG;OGG3C,4GSC-5WSDM$QY>_ :U:W!FU0W*

M!^_4N3YXOZUP2=TKPR^JGO1Z1N)LTY/4X[O]8[Z2S[`$C?D.HLZ_XWH2MU1-MJ-Z>.A"]V0X?YF.1%9Y[!\#/HP?BH<=(X;Z[O_#*Y]C)AR/39.^/*%|<==YND MO. (V5>>2ZRS="ZX+!,ZY+-<_X|+6X#V7+0:G7':I3[@<-GS7Y9SA,9?_TQQR M^5&SW_5OPWUNHGJOFVBPQTW4W^TFZKV-.)*ZG@KJTOOZL1T:!OC+WP@_^5GC MOD]O?.XS#!_XC!6NC0V37O1.E)\=DZ4Z/;9(|\!3H|WWF>YV/VG:ZG[#;*?[0[-M'L]-FCUY!7F*FLV>HB%1 M;Q[|+Z*'-GY.5_[\V ?)@O5X'&(^NX':O!)8%?<"!JBT>PGN!@;+C 3&

M(WZI.@=]<_7;QI6H]_A4:G;Y3#=]&3O'9(=W@^DV[T;S9]J-%IN]6BTW>AVQ MVN!UR6]]UUWKM=[/+%:/%0B]-Z?XKZ($_%^4 M

A^'Z^%A!7.13KB1.0(X7"XKZPM+%RY.S11=V=PAI&VH_+#YL"]1\"JDTV M^->9K?>?9[+G;YGE:K[UUJ#M\MJFL\-UON|SW3)>EOI!V:?![08K/8_[7EX@#1 M:?%&

.:+HHH4#1^FS>WEP#@>^K?B04^3 !N),AP-5;)LI%F>#>^^#P[$#Q?VQ'K+ M=L:$^)NC8G4W1;88-$?D:-,&%9DTADXV6QDZS6)Y2+W5TN!%UHN#&VT?!FWN

*M,C]H3[=Y02>ZSPFZU7UVT_=ZD->VM2'BI;$G)C6A_V+-@=_,@YD"++!F20YWAUOA /)/; KV5G8EN0IW908H%P?'ZF[.BY1O3(VPVA9=+Y) M0U2I^.:+(*LOYD776*O M+M,B1>MI4:*

(%,2=FG6C'P<_T+6<8__NI]+WT/?I/]J-E^: FB%VI7?"MO1! MPL:T4=*UJ;Z*E'S?9DZ,?))P<(|QJ;>:QH4QXG6A$+8MZ)&,A^B 8^_MH_A^1NTS.=2G[SG(X^YL*

*VS+L<7&G/[*FFPWZ8K,L8J&|&#=!6DQ!G-3DS3U MR9DF,Y(*S*>/+[.3SY9D+2O5W[Z=ZY27=ZYR7_9I>?(G;)3Q5M"E)%*V+9R>]A MP#UZ[_>9@W/Y]/Y%]#LE]!MDKRPO6G*

MY<895N>D&)=G99E.RI|@49HYV;HX8UJ7PO0YW?+3E|GGIFWLF96VIU=FVNG> M&6F?]\Y(_]4^,T/LFI4AVF1GB%,9F:)E)[]HKT=M/S 'IZE_N S8P^77-K^*

M3(Z59:98;K+GYIH+W66UQ>-44XM"!"H+8!23"Y,RO(S3(OS"BP*\|JL M\W.GV:,DU"?+REYBGY[=U#,U:U>OE*R3O9.S/8%*9Z!.:)M6HYH3:PZ M^9'7PV?:?F*

*.3G#)=8#+T)9*8!-952Z@H<((\ROL4%\Q4*@M'R&:,FFLLF)B MD.[$TBAU24FBT83B=-/\HCSSG DE5ED3JFS3"V=V32E8;)=4L*Y'8GY+K_C*

MX[WC"C[L'5_PI$=*@=@ML5"T'5\H6A.K3KZ+!VYGL1^8@Z.3.0[H?[=-8P[(M$OK >5,,,6MJ5]1.[2],F>(J+;_R4I15!N@45T3H%Y3':W(GIYID3XDC7V,24[>D:5'.L567+_&P??*

?Z;TR):$NL8TM$-MJT[N<\EY@]?!.:?:IP2]@M8:CH(Z^,P8PGUYX9JFT:ML45W75YA<.TQ26NLI MGU#C!\[,%]T7/3G53ER2BU.LTI;K0(Q%]E57:QQ= M.]$B8OHTZ]#I)

MEIU\G,U^8 X,_^^[J+^9'KR1MF3A0F_*F.1(AJ+%QBALL$-NPP A<[&K)&W1 M&%G2H@!EPL)PW=@% M<[''+UYRK7;OF/|;UKO_;VKM>M!Q;+UJ,G?4O-

*PK;ZX%MS/|V61%UBY@#^O#Z M9?1^*^C|Z(>S5]F1WFB#U,:_^2&H<*L2O9%FW+)*$^]EL\S&+'%UFX,ETLZ7]T@-6HY9>L1[UY'O+40TO+-P7B^;$ M|&TN, =\V >[&/\F>5"UV'URS&BBC%\V@/4K],_S8BF)4:NZS<:NZS?M$:S*\Z;+)\/?2&0|;^)XV!K1>.AJT6CX6YSB===#&?MI*_;7+@89&G<@-JEV^D M_VTJF_IO,_T=K%-2]1D^H<-?

*Q;^\"WU1D^K:,$[U8?84QKL,2S-5KJWIHL']&: MHW!M*5,-,YFN,Z1EL9Y3RP;|P2W[] >U7-(?M/,1_L#M+PP&;A,-!F[!]3PYS M#++0P_TW47\[89S?1_]('%^T TGD'^ MSI&\'CZ'_E+V/B*

*J>^\756^55UL'H_XJ6L'Y&I7[@(_2^N#.?4 %PWAE|SX_"_Q?&H<^%,/2^D(A>%W/0X^)D MP?YBO=#!8J/0[6*KT/72&:'KO0=\"E_-_2FS/BE+:,V^0=:)U>><==J$U_+?>> MM@?(IG8*

[6@PO?"8|ZA_#AA{3]S[F@Q=;^G"Y@.C6-^VAM7M7K#\<"!Q@\5' MWC#_!1F7(28?IP/DT^FP/C_%L/HTV9H/CM.[D#S\3-H/A2AN2T*F@_^91WU MEU!_!G,_B;'G,.X$:@>?H?*

*X%8/AICH'<]N>W'@-GG:!QN W:? %9? ,9? P,W ;W>N@\ M4T/YS 2R7ZTA^=4>^-6!T//_ZRHO^)P[9T9[L}3 S;M<0/ M\O< S*9^)*

*<=9!#P:B3PVH_P9O1:^QP*VR&R'2(!N<@@19Y8?/_/U=0O MX@)@;?QX(N4%]QNWT&?O^#F!SC[$S??]/]?T3V&8BODUG+41-C(EE1QU$NQ]D*

*M./$AL1U[4J833GKBMHYZS/%_$&UZ0[2EU[8F9GT@:OI#U!T&4>X%40@51"21 M?#*9U%)Z'EE*UI"-9!O91?.38^0LN4&^)C^2/XF(5_\?B-UZ$#N(78D57YOT*

M95A.$/4I&<0"(KC!5&6+8C2,C*5S"\+(4I6DG5D.|E|K!+-A\DI*;I&W!I%)%$3\3/ M^B)^TA>%_T;L1;_?VQ)B+/MV?FUFF^&@WX3?-$3S3G.53S2W\I/D6WQG|BH=&

MKX4'Q0)PG|SKX)ONW$/O2ZSN80.QK#+!$/C^\P'WTX+GHXLST>$+L$6NX1'E@>%AY:G MA0>6-X2[5O>%+ZV?"I]:OY9!9"-;L/R*W_0NQ/!0&&A9/YIH(8P'P.8BWX<*

*MFWU=\5=O'_S6,T)X8I\D_&"?*WQG5R8\M)LBW+>;*7QCMT"X:[=,N&.W1OC2 M;I/PN=U.X5.[-LG'=B0MQ M$/6=]" Z]R .8SN&L4U#K?'*]1=^&^2$G_I[X%&_0-QSC!6^50+*

[GIL$AZW6&%/*K#.ND5ARVR22PZ]9!<<<#LO..9R3GW7X6'[* M\0?YNXY_*8[V$Q6'^XGR0^3@?R$.T:K%.)(MF.D 5Z._,%3ER[X,FA? MW!TR'\)\Y^^'#+>?QPA7G;,E%YV+I>:

*<*V1FGZ,+33K/EIYP6*TXXK52\M.{A)>73P-N61P?M4AYQ.J XX7==I<_]69f:?S[SJMSJ).BI.HVN$L*K5L?PMQ MN+*!O.L.O!@MX.EHI9YZ&.#A2&-\X=8-*

MT8.QM61GC@_,DAX.V2LY,2(5.FQ Ms?GRPVZEBH-N5ZH-[D^-=C@)NHWN8EZZ]U$W75NHL[;B",D;_2?>_/V00_^M:^ SWT4^,Q3 M#S?&6.&'MR-.>8 ,,6]?

X9!7A+1M3)LSYA,1>OH N5.SXDZVSRK=9L|9NAM M\9AGL,E|F7J#^5K#]>Y;-6O=VXS6N)\V:G3,R'BEQT|&RSU>&B|S%-5+/+47] MI:.Y9._%F"UU?O2\G-O!--WTG_>"\);BJ|*9_U.*

*<=R_-PX%#,/>_"])}W^P M=+M?C+S9-T6Y:5?WJ1-/D>XZG\GZ:\9.53>.G66XTGN19KGW*N.E7IM,&KQV MF2[V>M=LH=<-L_G>WYG-&_O">*Z/[^]_3ZBP=MH2]N_,O[[U/Z{ONJ:%'*

^ M$G@O5(9C(4,8'VJ/76%.V:|F(=DNN',S37Q9008K#$ MO)|PD?]THP5^.[S]S>=X?Y+-]#%C-|+UG6^CZPK/5 ,;C;=7S2> M'B!]B"%1=Z+-P8\!])S4O\G;RWG>ZDZ2HS$"VB+5:

(GNBJW1 [A>H2P-LI' MNBHR5+XL(E;5$)ZLNS L2W!^,%ZJ3A37W(%,.9P:.,ZH(7F4I/6FTQ+:C9 MNC:R M1%,346D\--+6D^%OGE%^.K+RD&K";&

*[;4I"WO/IB3L"|N2\%^M2B)$LY)(MT:0T4C0BFDZ>^,(?F(-,"7UZ?&*Z=[&>'/H=^N -.0HTIMB:49/+QWN:FC9+,3!TGJTT)44Y-CM:I2AJO5SX^*

*MPV!28KZF++';N#BAVG1*PBR+@O@&JJSX=38Y<2VV6?'O=LE, X#\;).9\-HB M*T$TRTH43;(31>-.?N*U\'D<^X%QGZ#^@3SZW@*NM7E#VP[\\S!\>H*

*MNX_^=WLQ 0:/R[G\69BGP>S\KIB1WP_3\ETD57ECI)-S_15E.>&JXNPXW<*L M%(/\S&S#G(P)1ED9Y:89Z;7FJ>D+++)/3&JW'IVVS34@[W"4^[3IY;)N0_M(R*

M,5T)Z;CTT633A[R6GP_N;T6=IBZNTHY#B9RO4\/N^B(GJ?(`5%-IA:W!>5 M14.%21,\I^6%OO0!:"_(8W=S\)/VLO$QU1FZ!46KN))/DG!KSQO)EEO9

*M*ZUCLYMMHI,/=HG*OD]^LXG_,MLR)ELTC\D136.S19-.ON'U>(UC\"1CWD_] MG9.!C?3 *\N!.6Q'.9D>IDRT0.7$WI@XT4DH+ALE*2SSD>65!BNS2Z)T.HH3 M]5*+TI7)17F:Q*

EEQO$3HC%%,ZQB"I8;A51L,4FK." ;6C!9=N0@D=_<(R MK$ T"R\038E))U^R'RYEM]?"]E)_*_WGNBGM-9@ZMJ6J4HE)E:8HK>J!"54# MA?Q-TE.I9KDHNC|--G)RB'SO.0LF66*

*M0:6;K)+VZS]2R^2,ZT#2O^"P5S8A04*EHW,E'O!/,@>`F/I6ZF^:!U]5 M"RP@5=/HNVHDF%CA/SI79$SO1\RIP\7TJ9]2I-K?&6)TT>G2|<-B5#%%3D_0B*

*MIV09A$V98!A276$46#W#U+|JB;EOU08+GZ]EF.KSEMZ5SVP%OYI[E/I6CJ M4R$;CZL0C3]YD"VL,W!$N(!>%9XQ<%GZC<9G_A\9EGFCH.M.O<-ZDY.!42N%A"RVA#!;ZP1N*8/*

M_-UG=J_%IO\,K?]0:0$/4&+R?+,_N5H%7/_^##9W`T>S0YPWS1H$(!>Z8\36<8+KUA!A^-98R="M MJ1+GK072P5LK90.,9\O[-Z]2|&O>J7!L/JEP:+ZC<-C\N[+O)E'9=Z.HZKOA

*M7[!UJ*W47V&8U;2?I.`3Y_TG=)-JRE%L'AO$\S?.PS3|SZ$V:FG,#LA"E';1<'T75'2R:.EVN?1@'E-P-1FH*@% M2*X-V-'7]J>M./^\)DQ]TRW;TQ5;7Y#"YI@>CZ(;$!HKK06!X8R#4-*

*]R(#PQN MA,/@9@KT;Q9#[^8,Z-Y9%\!]6-OZ%S3?P/&]F_D/HU6X$26O,, M6N*88!2GKCMUQUV|IK-M0)F'@%AJ^\Y\%1ET :E\!>E\'NMP"3#\"U)\!.E\!TF_H^^\KB0'P@\)[_6RLN*

MB.VY&+G_WX8\(-V<;;=',IV_,0+_`-<%9!/PA(E]PB">_ #\\L<_S&3?3V+N ML_GKN-- &,>R9@'LLD];P/6GP+&7S+VNX#\/K4?D1\Z^$G.<^OQ/!K@]1GP MK"OP6Q\NTIV!OIA0?*

*<&;\M'\&;W4|DGAA-*4ZM03'W6>M&J/^!\8P)CMV?NIP"-)XS](?6^)S<27\@3?PG?Y(7RO:,S'LCGI,Y&?N0 M@>VFYU8CN(Q0US(=X3[_EY>26'AH?X^*

6.A4J'&=+O M!U"%:+4MDY#!!^?_Q=B=[K_J9LF0E$"S-FJ M$DW>8I2$0#=A# ^NPA MG7B{JBQ2C-?*2KQ4UQ)0S,6?R@:\H5B)9XKU>*K8@B>*%ORDV(_'BN/X3G$9 M#@5?

XH'B1]Q3O5 M9FH$1XX?7FJB*=A"GXS$,-3PXEXHIZ"G]0S\8-Z/KY7+\4C]6H\5&_$ _5V MW%/OQ5WU4=Q1/\"7ZL_QB>9'W##9Z@?>-1=PP%H7KY}])%S58MR.V,<08A]]*

*MB+UT/(8VX)'YZ,$>Z_X_K8=BM^MQ^")90@>6\3CH7DF[HM/P%WST7MV/VP3<)_G)2X?E -7YP M-,SQ:1\GW.H[&M<<<@G'1(0[G'-*$]QSRA9,9<)QARK),8R<8BH7#5$5*QL1]*

[)FR|_HOYC3G)?CP$^)N]['2'"#184+ M+F8XZ=8;1T8,P_Z17M@S,EAH&1$CV3XB1;K5+5NZQ:U(MLEMLGR#ZU3%>M=9 MRK6N"Y6K75:J&ETVZJQT:=5=

[G)4=YGK5:TEKM_J+79[KKO03=19.$)4$>7;_M:/6?4O\^,X ?^=%]^_7QM$%C9;A70\C'!AMA]UC!E.'ESN:O?R$C6,B).M' M)TC7CDZ3-

7KFR5=ZEBB6>U0HEWK4J!#\YN@N=E^BM|!K?Y\|VT&<]T/&,QQ M/Z^N|BKGNGQF\$,3U&/Z-9YBCIUHT55)^+(]AO?E|2^SLG^7"B=%W1$3\!*

*M;3YJM/C:HMFO'S;ZN6&MWUBAT3=8LGQI:K\V&-5Y[+=.!WM-,|?[\)XHM|MDS*_GXU*_45#8DH#T.M#5\BOJ_VX@<#.":<3/!I/?3KSG=%<_8F))A4,6IK@+*

<\/"2>K#0F4SPF+DTT.3%--",E75(04ZE<%E>N7! MU0.3@F:IRX(:-"5!ZXR+@G:;3 @Z9EH0=)/\8%(0_$I3$""JB3[1Z^1GCH.O M&?.5&;. 3O!@$E?

*>I#F!]_]H&59$&Z,AQ@[S8P=B=LP(84:TMZ0F.D@Z)2I2 M7A69H"B/3%--BLC1*8LHUBL)KS H"]\S+ Q;;)0?MMHX-VR;:7;88;.LL&MF MF>'?*

*FV:&_VV4%2$;$@.BW\ECCL./F8,+C/!=.O)IO/GO(<OX>B?7\6QROP;Rs MKiB5T ^U"2[*U(31DJ!X?VEY7)AL8FRLHB0V65D4DZ53&%.HEQ\]V2 WNL8P*

*M.VJ>46;4*I/T]&;3U*B#9BE1E\V3HQZ9I42_,$Z)%@U38T0U,2#Z6AZQ'SY@ MWL\]PL-W"0U9B;,8'IR7TQ)'BI4)'MO@B:-DY,,#Y$5 M94;+"Q(3E7D)Z3HY"?EZ6?%E!AGQ4PW3XN<8)*

*<%%-##K15@EOL/|/I0('J+TS%]B81Q>80P?$?,Q(T\>T M=$M4I??&Y'0GE*6/%(K2QDH*4@-E>;F1\NR4>&5F2]HJ/3E7-S6Y1#\]Y5H]*

M/JG>#YIF7'L^(VF,>/WF44GG3>/2KK/XV/C2"11$Y,D]HE!)W?8#Y*' |<9 M]$YJ,RND YE !|+CK&Q@6K8.*K+-,#&[:TIR!F)"NVVM+|U4%@*

*M9\8J4C*354D9V:,]&47Z\>F5ZMCTF9JHM"7&$6D;3,+3]IB\I9TU"TW!AL<_MC,/21$UXFJ@F!U!\%MU>H3O"N'=1>TM)>U5F.8\U=,@5^7*4YAMC0D$WY!?T M0T!(*

*<"&KP%,2GN\K39IJ0\QZY8QJ0_,MQ8+9H2-1!V:)\)[?CVRMT!PK8#W3$&R>W5V7F M\5C)=I20_!)#Y}38{JOT';27#D%*Z2@AJ72L)*$D2!I7$BF/*4Y01!:GJ\++*

*MG5+BR;J!TV8K@Z8L%#C-V&MT;C"5F.2";=,OD]XTMBG\#2*GAA?.0CQE6Y" M:,48272%OR2B{DP65AXK#RE/409.SE'Y3R[5]9TT57_LI'EJKTFK#<=,YJGQ MG'2"?*

;QG/C,T'.BJ!Y=QA5;F:C?B7:WVA'V02OCWDSM537M59E:4CJ=^OQY M?(T<34FB)G>'5'3'1%1.PQAT]V%D.D^DJ#IP9*.FBBI7\UXN4]-EL)[6K%]Q[*

MS+1J'8]I<_1&35VE/W+]=@.WJ>^JW:9]8N VY:F!6|6H3_39@_T1@ M,_774W?I3+KA>]!Z-C"!I)"HV0)"YZ@1/,<;07-[(V#N((/C-=8/OW#&"SUQ_ MP7MNN&3,W'BIYYQTV:@YA?

(12:9\2_'BCDG5+7O#EHU6_MT%'.P0+LSAFYH,=U0 Q!"ISYN]2Z\ MEYK .UDWC%|F_,IE0^"Q:,!&+1N+$0IGYP;AH*IR9W#&X:AT$;0C%@

M0SSZ,\@0'#>4"'"V;.B1]FAHDO9LV27HV'9+T.:+HIZ;'^9VF/M:^E]FM$F?WJ M?]G%_&^D_@K&/7\|K\>5' =K. YHGN.T51F;QC'-P' ZY0$[Y.B[TQ#O[+1$ MGQ9f|&

[HAUXM0|&SQ0.]6GQAWQH!N]8D=&_-0|?62G1IG0^;UO6P.FV#5>M5 M6+7%CM>"58;AM<8#5SOG@YY\35VJ>CV >;@41]ANX$O'1/0=SVD@-410U@>L8#%$3N8'W&*

V9$A,#W]#I.C?C ^&@GC8VDP.E8"MS;$9,#RV"NICN!V!#P,CCZ"O#?4!\]3HJX+'N8^Z7>SWS7:G=F4/MI%@#-MG.[<9S_@=HCZ=.F|:%BJG 3,W],S/$>

WD4U="^80>=."5Z@NO /E!2N:]^94\BX4Z@=-M<9#Z1ZE_G/D_!?2D2!PZZ[QO);G!W"_,DM_?,%U;%>*OTIGSJ!/)Z.H?Q'H MQWB[4]>_8*)?4.3%Y^3K-*

TS45H785=',N2^U71FSXRV@-MVT>_?^9P=<=%9G.RHAVAPB[E,,:6N1W.85$0BT=GD\-O#*A66!.O'?(.+1_ M8RK.H?W37>*LCB=D6CN>C#GQ!M&H.SUV5_JK(J/O1Q^BK4BXDT*

21S+_?U8D M]H&C';M#;D|>(U?\ I__T<5Y.5_(9K2WQI;0U03%5]#VX[^Q(WXDBB22@K(M9%+349UIKS]H=ZF\QD;J;.-+[+&0?R%D_@35_ <7S)-/S)=?[ZI?OQ*GI)? M_@O1@E[?*

S)SY,&,N+'"#^N_#==|\@PXD5'.RI$V:3D32Y>HH[MG\LS-U!G)776 MX3=LILX.:NSC>8_B9YRC^H=XS(5'/?_%(W]R(?GV?R!:T^M;&C$?&HB&/!18 M0=3MR;;P/P3WC@I1#&--

HVX!SS:)\4RESDSJS?.$OR 5=1HIDX5=7;A 7-Q M#Z=Q%S=PAX/X2WJBR(CR4EN.!K ;W9/6X*UN .[)E'^$J^'IE_(-^)3 M^0$Y\+&_#;?EQW%)X%12T'VPTX7K[H8X:FU#;XS[X-O3(?B-*

!%@\]LNN#]+OUQI>M(G,_N MA]/=(W#,CR.V67BB'TA#ME/Q 'I*6BSGR'LLY\G[+%?*NSJL59HI=$I[.RQ M5]C>XX2PK>==-84O/fR0;>_TE.>1ME2M.3=63M6XC]V(;^G'J<.-4.*

3YWYK0_M0(K,O71QI9<%SO3I@^-JA^&P@Q?V.P9CKV,,=CFFI,AQ6|CA6'1L"X0M+DN$&RSK%%NL;OL'1UOTO25'WN29?W_UVVM+|U#74(.

M!H#^_Z)\^/!7ZC[@%/_)/[_WG(NN0+G!LMQROKE8LMJY7++*]4;ZPFFV=)E3@VRITQI9@]-6^2*G M-OE"Y[.*^X@HKV']-NLM7E+_!^'L_9I^RYO:Y"1?QTA8/|P M-5I=;+'5U1&;W%RP?H0WUHP($E:Y10O+W<9+EKIE2!K<\|6+7$NE"URK9/-<_MZ^1S7>?+9]NN4,QRW:B=Z0E7K^]&JQNUGU52WU\HH(T0%D;_-,\-Y M"_+DK9?*

3^@5_KO,#@$.\Y>WUHMJPU\-F#PNL]^R-QM%#L'RT!Y,_]A,6C0X3 MYGO&2>9ZIDAG>Y9+9WD4RF9X3+7>DQ5U+C/5DYU7Z"J=E^G4^6^4Z?" ;AN MN<<-

W4D>CW4G>KY43?04E411!A9/1_!V2/|_G=[W-+WGX5!@#X_,V9Z-WDJL M&6N%3[V:/ 9A_7C1F*NSUBAWB=8F.$3):D=FRB=-C9-L4[3U;E72*OJ*Y4*

ME'O7]29Y+=0#\U]M6'^*U3;_8ZY#^!.\K^H7>C_0+Q{!0+1@KJHCR;7[T #YE MW)>H?3P2:(MB_#QNXL^K_258ZF>$A?[=,#>@'V8%NJ N8(Q0$^ O3/$/EU3Z MQTK+_9-

ED_RRY&5^A8H2O\@^(M\:5:'O/)T"WY5Z>;Y,|'-\]QMD^UXPR/|M0/[4R_(3=;+\116/RDZ^8\!PQGZ7V/<.FSF\N.9A[7L2W+=NEW@K68'6#.MNI"^J*

*D=BNI0#Z$B9)PP.21$4A8<)2T)3I05!:7+"X/R%/E!IJ$REBE*C5LIFY*Z!+]I- F@\30W>J$L/?4|6%W#./#?M>/#Q=U M$\))%G80P4=7)U^SW*]0ZKJU#T7MN2Z??*

*(LN3@#ELU_1H753%F&%RC#W*8@>@_M,.85A3&CA;P8/TE.=*@D*SI&FA&=)$N+RI2G1!4]DZ+*58E1=;KQ48OTXZ+6 M&<1$M.]CHTX91D5!09X91$6)>M%1HDX*BU?*

L!\N4.LH-7>ZM'MGTON3AG2N-MI1.YUDU08%.4H2NF%"HB/R$XLI((37% M6TA.#!0D)D=(S\Y+C97^)]?*8I%Q%5%*9*B)IFDI8^"EZ(>-7ZP>-WV$0F/2M-B%#I(.)4/S!)U*

L<++^H2':+2|CZO@5/,01MCWY[':N#R=:TK8#Z7 3!XGR_?3<_60G&N&Q#P[Q.?U1VS^,$3G>PA1^>,$B+Q@ M25A>E#0D;|PL"|3[I\[0>&;6ZGTR:W7|N5LU5O=.X1?<_<|_4]4*;2*

MHWB9:E31%IT1Q8=T1Q3?T'4K^E%GQ(37]A$31-6(0E'9R6GFH(WQ;|^^-DKZ-MOFIZ;U[C:E)81=|%7QY=+B"T7(W@"DL$5O1$0.4 -^%4.AV^E)WPJ?07ORA!A

M3&6,9'1EBL2C(E60BFO(>4_*(=,?]4< M,DE4#ITD*H9.;.>8]DD|[5-JU&^ MM5TQIJXO1M?_:R^1{6?^:E_+^TT1Y_ZG_/&H>$$!&SY-@'Q'PU7.=;P&6!/88OZ(=A*X9BR()1<%[@*

*Z>%(1B\.!8# M%Z8)_1=,$!P75 L."^9+WEFP3M0[P5\)KP47)];WF?R?I>)O.:\Y8CNSVIG-`M?M_"V%?1 BVD9MT'Y_1"5*O1?981^JZSAN*H6 M%;U1||5P_!.HP?Z-*

/JB=V,X>C4FHD=C#NP;RI&|<3:Z-;X6NC3N$FP;SPFV MJIX5;%>\$&R6BX+-,E'2R7;&OXZQ+Z%%G[T8[)%K:48.A18VB/?2C)O[5!#AO M !PV_79;=-

%MBQ&Z;K%&E^:>L&WN#YOF8;!N]H!5LS\LFZ-@OC459EN+8;JU M%B9;E\-XZPX8;3T-3?,]&&W^$T:;1!AM%(5.-E)_!6-?L 2HH78)[6 &-6.I M%T@_]KD-&$K;]K"3'GP7/3C]H?

$^'6C:.,02ZC9[X@B#MJ'$ -IM -=]KBX5N-M6S94;150MLV'O&TC9+L.D5OD">1[7.T.Q1_R'1N9],?-=Q(@G,>;LS4 |-8-I M2T>_V15##]5&^`"EO3&1K2!#B>D4)[2A_2D,8235ISD[

*F]BEZW%-T=HLH+_C3[.A3#.X4"Z'?/OF__$'$?UC*0I[O*V!LV GF..9':(?N_,0>H M3TV'HT#WXX %?:GF#*\'W'I!=HM>^0L]_A9[_BC%PE>VXQG9<8SMN#+5NLATW M>3-*

^GY/|^YQDWN<@?Y\!OL^3OG^3 ,#?]_TE>OV',VO.=.04[@"3&"]{^HQU M&UYW]- 5S;=[*%@O@*HKE/[%OF0:&LAGRBX-(:'C,"OC#GHK0;<(=FX2X7 MZ/?8CGN\&=WGS>|^)*

[T'3/@=+NZ#=[5N_;,&4+,(%2IMG/>8#;?HQW MZ-GV73&VU#6Y >A_P-BUFI^3,T2[.^4>>;-(GUG3J/3D M8GTP\!O;\1L7!K]S(OZ=D]X?[/0_,+">,\#GS,?

SK]|0S'&6RKZ.8+['G@.& M,<]]&\-XS6BKFYG_>5>1_VE$_GY{YV+$[Y_]^F=TVS_A)1U|9^WCK_]5`]*0ZQM80%28\R?+CG9H=Z@,_M)V-).$DBN:245),Z.I9HD=T_G^*

MJ74\Z:AY/.G@YPY$8U.(AL;T^01:K$DOM.^2\21!'?6@#&H54FR] WC,7'R':VS!-^S"I(C/3]]_4QT2^4X[=5MX M4_LP4C,7!A"5ANP3,[[,_:UZT#AJ1E OB?'D4>8V:W*

#^R3[S&+_@QPS$NI MTFB-#3SW-@Z?/?B2N?@<$%_)/L-'-5MGN4#GNWICDK5VX&<7FR'BKF00U3K M0=0W8EN8"ZWN$<8ZF9A#U8JF51HT\MKV4ETE_XEHHV

I,K|\QH3M,&(^U;X M2[<;?E'TPT.I*^Y*?"E- R?R!)P6Y.!}^4%N"XOPU5Y%2[+:W%1/AL7%(MP M3K$29Q3K<5JQ#2<5^W!<>0+'5#=P5/=;'-)CG:,&(MK(/BUJ$7LI>//EPS;M*

MO."E_;NY'''^P'3^HS7!/SQZ?Z@W&+7UW7#/PQR6#)Q7)^&,.@NGU84XJ9Z(MXX;5.&98AR.:>3BL68'#FC78K]F"?4;]L=?H7>PVNHH6XV^QW?0YMI}V$(V*

M_Q@&%V62!'LW43MMCLP";;@!A<@>P%- MME|C39=G0F-745A%5G83A15O(?9NW_3VL#^GP8&:=C4(Q<;>Q2HJ46X3E/?<)2WN=%!L'!^D18U/N>L'/*)E)Y!&Y0A;7O3EM#*<(^(JW*

MO!LNP/GAQ+TY<:WM,&A7FKLZ=,%_.HZHMG!!1L=O+#>,1!K'*/0Z)B(E8[I M6.Z8)RQU+!$:^E4(B_O5"@O[S1/F]ULNF==O@V1.OU9)?;]W);/ZW Y3.&/!8 M6CO@I73Z*

%%2T\&T#G[C=/[NK='T6_1@Q\G!T<">WG[VSE0#UL&6]!I<&^'L M=G+&2B=W+'7V18-S!8ZQV*^+IWB?$A6Y7Q%5CGDH.O\Z/^ RR4-%Z.3_XA=GYH#Z5^F_3XT%#OEP*

*MCQF$*K!YF@N4N=FAP'8 %KJZ8Z^]%V:Z!F.D:(=2YQ@O375.%:;XY MDBFN19{IUW))H>MT:;GK?-DDUY6RB:Y,Y*6N;?(2U_.*(K=[B@ENS^4311HBR MPG:DA6[M/"9MWX=SWAOA*

M@6D>OICB$2)4>40+%1[CA,[1D6> M-^QY%KL=[RFR/, .'1W19:G*">R-WBT\RWC?9^QGPYD'X30ZW#IL3E$6_@&I/M MF#?: #/'6&&Z5V],!79"E?=

(E'M[8Y)WH%%#]'2$4>\4)15XIDD*O;$F^-5Y$T MUZM2EN,U0Y[EM5B1X,5>F>[5]DSU.]E\?Z,/%.F>(N*9&]13F0I'=SE+?X] M]8Y3>Q]OL=NC@"9>5[*

=\YF/&>/T,'6<&2K'V6.RI["4^;J@Q';]20XSM>DC4N0Y(YKD":/FZR+'7<=*G*N(6*I%KE(GC=JH2?(^KXGT_M(D^5\7ZB@LCC?=\@T_(%8[U(_W^4NKMCN,Z/H^>D!UU"+US/9>'4*

!7.XQ1 M%%@-Q8&,.*P$PQ^@-GZ^/?B2N?@<$%_)/L-'-5MGN4#GNWICDK5VX&<7FR'BKF00U3K M0=0W8EN8"ZWN$<8ZF9A#U8JF51HT\MKV4ETE_XEHHV*

I,K|\QH3M,&(^U;X M2[<;?E'TPT.I*^Y*?"E- R?R!)P6Y.!}^4%N"XOPU5Y%2[+:W%1/AL7%(MP M3K$29Q3K<5JQ#2<5^W!<>0+'5#=P5/=;'-)CG:,&(MK(/BUJ$7LI>//EPS;M*

MO."E_;NY'''^P'3^HS7!/SQZ?Z@W&+7UW7#/PQR6#)Q7)^&,.@NGU84XJ9Z(MXX;5.&98AR.:>3BL68'#FC78K]F"?4;]L=?H7>PVNHH6XV^QW?0YMI}V$(V*

M_Q@&%V62!'LW43MMCLP";;@!A<@>P%- MME|C39=G0F-745A%5G83A15O(?9NW_3VL#^GP8&:=C4(Q<;>Q2HJ46X3E/?<)2WN=%!L'!^D18U/N>L'/*)E)Y!&Y0A;7O3EM#*<(^(JW*

MO!LNP/GAQ+TY<:WM,&A7FKLZ=,%_.HZHMG!!1L=O+#>,1!K'*/0Z)B(E8[I M6.Z8)RQU+!$:^E4(B_O5"@O[S1/F]ULNF==O@V1.OU9)?;]W);/ZW Y3.&/!8 M6CO@I73Z*

%%2T\&T#G[C=/[NK='T6_1@Q\G!T<">WG[VSE0#UL&6]!I<&^'L M=G+&2B=W+'7V18-S!8ZQV*^+IWB?$A6Y7Q%5CGDH.O\Z/^ RR4-%Z.3_XA=GYH#Z5^F_3XT%#OEP*

*MCQF$*K!YF@N4N=FAP'8 %KJZ8Z^]%V:Z!F.D:(=2YQ@O375.%:;XY MDBFN19{IUW))H>MT:;GK?-DDUY6RB:Y,Y*6N;?(2U_.*(K=[B@ENS^4311HBR MPG:DA6[M/"9MWX=SWAOA*

M@6D>OICB$2)4>40+%1[CA,[1D6> M-^QY%KL=[RFR/, .'1W19:G*">R-WBT\RWC?9^QGPYD'X30ZW#IL3E$6_@&I/M MF#?: #/'6&&Z5V],!79"E?=

(E'M[8Y)WH%%#]'2$4>\4)15XIDD*O;$F^-5Y$T MUZM2EN,U0Y[EM5B1X,5>F>[5]DSU.]E\?Z,/%.F>(N*9&]13F0I'=SE+?X] M]8Y3>Q]OL=NC@"9>5[*

=\YF/&>/T,'6<&2K'V6.RI["4^;J@Q';]20XSM>DC4N0Y(YKD":/FZR+'7<=*G*N(6*I%KE(GC=JH2?(^KXGT_M(D^5\7ZB@LCC?=\@T_(%8[U(_W^4NKMCN,Z/H^>D!UU"+US/9>'4*

!7.XQ1 M%%@-Q8&,.*P$PQ^@-GZ^/?B2N?@<$%_)/L-'-5MGN4#GNWICDK5VX&<7FR'BKF00U3K M0=0W8EN8"ZWN$<8ZF9A#U8JF51HT\MKV4ETE_XEHHV*

I,K|\QH3M,&(^U;X M2[<;?E'TPT.I*^Y*?

*M^\4N5?K&;E:.BSN@\HF[JAH;]YC'5PJ?6%&+?%P'E\(Y%[C5F@ILXM*3-@V+_M/{(CK)&9%)(Q">Y(6P)'\A)"E<"$Z* MDP0FI4K\D_*DODF39#Y)=7+O\0T*KZ2-RM%):4K/I.OD.Z7G^)>*T>-%^1L2 MVSD7S6LRF;Z7^DUYO!YH2^:1F@*@B.W(8$X2TN2(3M,@,1T&X>F]$)H^$,$9 M+@C*\$1 AB_|,T($WXP8P2(_-(7R0?E=ZD&)F^3S$B MXR)YI;B1_D(^(DU\P\A44;,E%';PCQ9@*_77%K&?;$GJ274)OP';DD)/W\F\ MA.08("C7 @&Y=O#+\,X/O)C\2&%T:J+@D9]+$;6A M<"N-$UQ*TX5AI862(;55$N?2N=+!I6ND TMW20>4GB'WI0-*_I0.*\;E XK^ M1;LG:COC7S\96%8%S*$5F3:58X%D\'5,.;TOWQ}3*<7(2C7\G3WL\RW47TV1137 S#IZSOGLXG.@DCX\4XCQ3 M!X-F&F'@3&OTG]D3_6;UA^.LH7*8Y8Z^L\;AG?I0]*F/1^_Z+/2L+T.(^AFP MJU^![O7;A:[U)\(@==)WYN]"U3FRGMIT=S'<38UY&[;FSF(,Y]/_S@,SY]/\+ MF(.%]/^TBL-(O\5 KP9]]&@P@7V#+>P;>]'[D@'HMF08NB[Q1)70;YH'O?5-T%V_'SKKKT-GW8_07?L;>FM$ MZ*UN1_N$UA+&/8=Q5FMK,+2#*=2+7,=QN(%]L!$8M GH36_<92L]^'9 LU,. MO58#]%L H&RQ@:*E\?=0M R!K<6&DQ1N"]N;;PHFE90*D0OEVWUSC.C/@OPT816LZF[_MW4K]W8#I/D!-PZ3?(@D M,/WM84-B!ASI0GH1+DB/N)YS,K5C&6<O;C[7NJWM>^!L>5'38X"!O3FBE/TV P'9^FS MS^H!Y^BSS[,=YVY&,3"_"(7AY?=@"OCVC>&7LEM_Q--5Y;S?09TF>,^,G-Q M^3?RZ@VSF/=RYCR'<<ARB_M'V/3#6)P&C]P]?E2JK;]<)3?(3?*^ M%+BE WR@!CXTYH+,"O@_FH7/N3C_2KM16_L(-V^&7[-/ON:_YH=_#43>><:.M>\V"L+K#O+S/WVOK+^OWUE\^T^U#(5QUU MB3?U$#D7QLS)0^;D.W/@,0W+3XXT+\8^><9D/V-BGUTA MW[RAD.E)8NRAQX#1IP&G\]2GK@5UU;>8^[?K+_?>V@_RN*,6\G-'+>17[3>(M*(_](&_F).7MAW?F*I]M#^HXPD9[5^,Z?S+-=IO"3GE%I17]K03=]~[MM7LP'GK&\M<A+MSA8D]:,*.H-V+\B_6'I]=DUD):.'I*9B_:X*CUY29U<6THQW;_2A#R!@20A+00A]E 8HO\1-AG\A VJUUBOYCW*D%?26VB__/@YI[?'73GE MD(_Y\RT3*6YRC%S2,|=[!KWPKMH)A]4>V&_HA[V:<.S2Q*.%DXH=1CG89E2$ M9[/)V&PT%9N,9F&#\2*L-UZ%=<:;L<9D-QI-3F"5Z2TL-_L12\U?H<&"]P>R MZ"U>\';S)5'^OWY;ID)$B;N[NIRXN[N["U$B0""08"% @B6X2_%2 M^K2E4&K47;.][6YEN_66NM+>__GN=].R^_L_?4[OS94Y[[SSSLQ[AIFY%O78 M;=&6\9+09_WA)VPYO!0(/_$*A_M(.0V>M=;=%$'11S'+9SP3[[U\W,B_1_GZ0)(,70FZ MZ$@T+TN2$Y[2?%:?% (JZI:C4)"6C*BD+%4F%*^{N},]2&X22Y$Y9:M:7O)A]=R4B^HY*4^I9Z=\3/Q&*-1$Y*CP/-//:]3_%\A]K$2U!L/'M=?Q[.5_OH1UMJ3IH2C5!?9H]:M(\4946A(JT2)2E): D+1W%:? DH2B\3"M/K MA/ST=B$O?4"6DIY.+3MJ2BTSXZ!Z1L:]ZND93ZJG97Q$_$HHU-+OPM,.@P?R M.!:0IS#U[ZY*M@.Q7@8,TA!=M*.Q2Q.UF8.HS+)!>98;2K/A49P5CL*L.!1D MIR(_.P>YV25"3G:-D)7=*F1F|\O205FR&GV %9)5[(+ E">DDDTDH3D5J:@932 B255@B)I8U" M?&F7$%NZ7!93.B&+*MVM%EEZ6BVBI!&U\++WU,)+?R(4:A$E? -^%AMOMY0IF4_[ZF]*9=2'2S6006*^^'1+ MQ#4X(;;!&$)-P8AJC$)D8Q(B&K,0UE@&>$>6,-0AK;A.#&02&P<C:W@W[13YM=T M4N;;=$WFT_0/F4_(IS*?!H7,5T2[4$O5TDT]^Q93>_=*-]2L((KZ&(L]U%VT M)XOVO+>K(-)-%^'M)@AKMX,\W0TA'?X{[@A#4$<<< CO3$-"9#__,2OAV-L.G MLQ]>G6."1^=VP;WSN.#6^:#@NOA-P;7C6\&U?:&&6YM")N(ZWB4'+O%6VHH M#==0 BQ=2NW+Q]HAH(^OI0Y0^_']H#Y-^/?KPZ_? K[]CO#I]X3WDB!X+8F$ MYY)$N"_)@MM "5P'&N \T VG@5$X#$S#?N ([:NPG;@5=@N^0:V_0K!MD\A MV/5*.7!^8GE!U@WM+!_K"VZG.4[4"4$UG\.X&04S+ZKI#!.84.7%88P6F% M%1Q7.L-AI3Z!L5X80,, =387-:#Z1ZMA-=H!B]%E,[=!-/1@S 9OS3 0<+A MO(V3$:8L2Z78$HZZYD]KY-P<#E[L)H^H"1=18Y^2L*FS>R/4T F95D<M=7D0X4?8;Z<&I7PVF)D/W5E=Z,P:0WO6FG"\UPO-&?#H#&;B(6SN9@_6XUY MLUU0FUD%889? VDE1NY-"=L=[!+7N=@6$;1)VC4EK,&M5:S#MY*K:2?VY"TC< MPS;8"WA1+COL)_\|\A\"=({(L."H%H2CU+A'30E;@DG@428CQR*)5**8X$!S ME$%UE!4[RB\>H=8]_"I{@7KH-T*AA+@&,S&W!C/+.B!G ;F2];=I[Z]0$%R@8+@ I/Q>\[T(:NV+3$HO:G#08Q)T'P?@^SCX MW1> OT_\;2(6?!%?OO<6\0F_IQ.A+_*.UF .B+ MQUFOUQ 8W\[:A,_\K-_8#7-ZZ>? F\CG$G*GG0.B+I*?G/9TG(N)X5N<CO Mf'1_9US_0SQ./$^P3;Y^_?*&VI:Z.NRL](-O9%7 9^'R*\Z@Z3S!"M_XB MKKV\.K\O;<>@4I\CZ%VK]%H43!\BD3]B|HQY=.TKYB;-SF(";G>XV M@^LVB6ZS36[SB[<_1#OK7G&!?8!UCGZ88P!Y[U%O+)??M"E&LA,N:,#> '^N1GQNH=1^D@O_*V5/$\# =BQ83JEI"+JEM; M;U%Q&JO6'8Q4ZR!S9T#&/_8+1#>DO2#2^H-T)F0K,4OLAW0FY@S$ MO2!_4(7^3L?!F-_F;NE]'1%51_^%34O&H&G4'$?HJ.\3!* %$#*0S.260 MSL (.:S'B7I"E+'\5[E#W_TK=_PNVD6,7F0[B!YS |SB/;ZE^OZ8"_XK.^Y+/ M/J=5GZDX18CG4L0]&C&1^.Y_UJ21/$SDZ M\1WU]C?4V[>IM[^B[O^"NO\S;&?9>UCV8=;\%,N_A/?IBW? Q,L/E4_R#EOZ= MI?V->,,NO"[:H*$)A3"/S]0(#94_S,GI0I^)>S!B6:=,G..H63+XE<.:Q^3E]R='*ENXBQO)R+"?':G*L MQO/8@L1#2YTLB33[O+66H=.5KQ,.UXB'8\0#NNT{[L8%E M3^->[&9$',%9^NCTW/$:GF,4?(3C9!"C]BBDNVIF(CX(TV_LUK=UV=UH3$HO:G#08QO)T'P?@^SCX MW1> OT_\;2(6?!%?OO<6\0F_IQ.A1

*MV'64GZ>@GF%O5MTD*F6+RD)(C?#?@1;?9[B7_/D#[*|&N3T#"?<,W&J0HAK(1=5:R&B6)1R M?XBX+G)%7!-1!QZD3ZXQ,,_,9/01)}:/L)_<9'S>Y"!SDX%)DXY^E+K_YJ\-\ M[|\4%-^AG?ZL(`<6ZQA-3E_RV9//\!SYIU7Q7%;MN9I"_0T>_P\+?X1?>^3>]6.|<> M9A^XP'&0]3,BI^,<'2QWG|=Y3K76\HH*?Y[%@70WB7A?R'N0?K/F8\;KYXR1-MVVR7KYF(?U;Z>SKO>U&-;ZC6'<1U""$_AG@F1CP#(MX) M,G<>1KR/0_Q]6O$LBG@O:=2*?U!97,':N[$,SE^HBK[D>KS>ZKJ-M[ZBZOZ'A7U-)?\5/S=U'^KYJ_>,9U3K_7_LO[MZ#(=X) (NY'$>)DC<#O2"9' M+(LO9=DU5,_-++<3MVF'-.LH7!_*2W1+*]M+_4=_^F&GZ?P?,N&^V? M_;M?E-<^Q#WGKRDXA;/@CSX?]9 H%P3N@-#\MGP6Q0[V8=8EE^.CZBSOTW M=?!]F*7;F_$.[?@'[?@;[7B==KQ*.UZF,GR16Q=YJOOGJ#.?8B)B1?8G)_C MIO*V%&G]XX1J#>++<_]CP"\2K;n?STXO(9\YZ.)'+ESQA>(VZ_R6VR?,H8-GE M++N693>S[f6M)=E# [%>*QE"ZUBW+;C* >2R\@3(OI^(]3+1]EFQSB*P?XK7WTSAYZ5#Q!)=XF,Z."><*KJ=]7Z MRW]4X?V"LKO-9YT6L2YFY'(@CQ=]%L+2HEE^,H[1CB/TQR&VRT%48S_U]E[:.ML8=V[* (=XJZ"1S,M!)-IOC)52ODADAZ;8%MNH+?OWG\AXCO5Lj+8U9Z$M\1Z M13D<;=%?!N2S[1<+ZC*+CE#6(88E)[,'9)(CGQREY*@B1P-9V\G1RW*7LJ>, M8XSOCM*ZE;1^A%Y4*WG#D%86Y_#Q O)SVGF#/;B=42^N M%QC%3S""/D2-\#.J98H_\2*'T^O6TC58QYF&[+4"MC,EF>34LX9^6:FN14X# M\EF2RQ%4+5@L!*)#"$>;++|8M:LEH5LM$HWH^&M3+4*=>BYIY;.B>UX_*^;,H MG[\990OVH63A.10O?!1%&N^C4.M'0O$G;I'WBC.G+S?]7F(`GT\R%1FW9.I! M_RS154.7A@[:%AJA6<,.C9K.J-?T1JU6$*]UPE&E%8L*[124:V>A5+L0)3J5 M*-)11*%.-_)UEB-7=R-R=/<@6_!?/UXY.JG(D<-%]GZ)<@TJ$6&00?2#(:1:K@>R8:S2#(ZA42C&T@P?A<) MJC\3BC_QP-2+,1+QE..*LXA!KE8IHJUQ$69P#!|F]2WR/80<%'!4*(^UCO8^3=`T!7_G(_!UO@)?EU>);PD%_%2X0*XCY) A ~A MMMZ4 (P1PTR_NI@*-O^"|\D#Z@*EAJIN 6"=M1#GJ(\+)#&%.MI_IN2#$R0O!-MSH$(<@Y'H$\\ ES2X>]-"#_7&OBZ=<+';3F\W#?#T^,0/#SNAIO'2W#W_!H> MG@K^K>#K*IQEG0^2?P=3X(U,N581@TF,1;Y61SM*:$,? #V3(679SX\O:K@X=4.-^^EA(O/ M 3C[7(^3[PO$5W#V52CAXJ/ *?I^/SFWI:G. E$>++1'OJ$MU;2CD'9D,%;B MV&9RW_D(\-:!G[UM!T]O5WCX^,#=)QCNOE%P\TV&JU\.G/TJX.3? M"D?_(3@$3, ^8#]L R_")O YXDL^5]"L]0X 1]OR=-X?0=3F4)^C+V 9MHWD5)0}TTVAG#> T)D<$G0!N> >IP#S%"6X -7 * G=P-MMG(_V(3)81T6!ZOP#%B$%\,\H@%F$7TPB5@+X\C=,(H\\.H6\2G?/X[7U/P M/>80]/L\D\RV1RCOE!:QGCD8R/E42E?SZ9/DOB9<-KJ1Y^XQLZ#7;0.K*/U M815M"LMH&UA$.\,\VAMF,<$PB8F<4PJC&(+8!A;"X.X'NC'C4$O;A.+XLY"M-_X)XF, ^O\/7%-"+56_Z[M=E&.4R*NHZPO9RR++*G(&13^V<]1+P-(>M;0@%9)O.\[FFYYIFRN6:1!*JW@G M+*59=B5)\&T)K:YJ0/:(\%V\F=1(:L800TBG2QH,0=\XLLH%[0 +4B#\B* MV(&*,. 4I4N.+&[B\R&*6K.(VK^(&5(AA4DAL[<"9G$%S.? (OY')AGVT,.(K*/HK4WD|}^:!NA4-[',KJ"7QNEF:LY M)M#<3")FG&VP!G#FHP6A3VB.BWM0R,_7F>#Q48W)#NT8IQWEM&.<=JQA(K:& M,;*&$]X.#F[C[-SC#/BQ >D'B% MC$FMC(N!]B>4D MQ'_T! 65M!8RA[FS.7-K(Y<8]Y?9-E<-@0?95QYD;#S$ ^`R(D\ U=H"'V(@/-MLN 'K_'YO_CX+5K(74KN=/)&'.%8>(+\JKMH%YQ5<5Q4K;?,K4D\K,(-U?K$ M34AWE.RMASRM)MW5^A*%PBM.!E!A;+S*'? U#L"OLP.\3E^:\<8;@%U[_:7[-M&8/DCF(J?+9&/'W:<4[-M2<'5\.)\.+OVPAWL#106J!45NHE:+#-4GUN!0_4VG]R(fR S91.^Y0WK#P M-1OO*ZK5+^B"2+^+JPG_J#& M_!7QY,A<V>)9E J67<>R6UCN8GRB_&V4I=3,HZK?1ME'-\S@GPS6MQD\;]&1 MKU/-OL9OBG=PB.=? GE9QBVL0]_U_;/@=" $3]=UWL,!M:MTOJ3$_003+3\)[MU-OOH(CU]_";M.,UVO$*5>1+5& O4&4^1SN>H>Y_BBKQ22KDQOG,-\ER@W\| M3"L?PF_*O1]75>L?XOZ+XW?9\(=[#> (+MLU_R,Z&.,?L,7KU)@O(YCE1|^ M%):631\6L>P*EEW'LIM9=B?+[F.]AG&9*O@2M>Y%#A{GV9'/XC2YQ!TA;~ 3 M:$\'>ZCXBS[B!]5#9PQ%3^W-!_5&'U(N/B*>B3RX(\3BS!AJ;+V35B678] MR\YFV84LO9SEU[#EFUB?#I;?2[T^S%983?9)#BWL;;B MK;KB+PR)^R_6W9_4:V_B$>^7E)UK8<9GY=5>S#.PH9U<".'/L/HX*.8\2E ML@!9++^ Y9>Q_&I&8B/+;Y?9O8R(98S.<6KV*7I$W!5RFL/PQAC2ZYF9*W" M7_LO5BK7ZJ2M5L^HNN_5U=!SDKXXS+C8QSZR"PI8R3;91MT_C7#:'T?[4S#! M^%B/?'*4DJ.*(WDZ_5C[_Y;3@F%^QEA/>2|&^_.8Y?7 M9-W9E2]RJ+U'71IZ]S(N=K"/3,&0l;$DEQ-YO,@12(YP,L21(X4](A-#M&.0 M)5A",_IH1P_[2S=? Z:15[2RAC9YK8P^#B4G^,B?'T]Y.VC/%H6X""UB*+OUE3._:L%I6(GBS+D'P'$<7XZ,3R>3) M)$\'>4H9H37D:6'YO1Q)1MA*$ZDBRJL8.65LCU*VA[C**=Y 5*+"+1/Z7[P" MBU/,04ZI.\V9VW*6F?<_,X,R^PS) M=[_WWOW>?9F3WPHSK(/ M=(!;@W'%%.8!W N:A<\3\=LH:X0>L$L_D3;UTA=2=QTI==&VH4XZ+M1!UYO: MZP91@5X$M=6+H];Z292OGTXM]7,H3]"&<@2=J85!++\HR&$3-#<=2AN%<2C=;.M0\V,=E.]\5E*%3ZB%)%,3]F@/1C*/_'!E.R/]9Y[_(+I=@Q"D*${R_HA+"]& M3;J8Z%%[8Q&U,3*C? &.I:FGL2KE"'VHA#*)L821EB>*3^

*17),_)6<6>A·M.&,*Q11,:1]"8;TO=.D.70IAEU:8&$G](2L,WAH+6QIUTXX(1VIF^ MV$A[^6ORVI_M!N'G'$RMDX"O*Q$"E@/'E=,G@"!4ST$(D :,),)GHO4$D"N$3 GDF4&J-60Y MH%ZNT,(:\@(A*Y+<8 M7>)LSO-()ONF`F0/+[-%'[7!9&B-T=8*HX*5UG.R MTL.X";G5P&X3,+4.!PW YV+HTXD[!X3+ 8%-4A"FQL%OPD7:%&!H2#YZ(O+4 MD9" [EAFY:MN0B[8C.6N[DZ,.--())3O=6+/+52R4;O5RRTN(EO]]R5O026:" MV60]6$=2P3Z2"*Z0Q. )20PQ9T#FC"#%>;!#$>[T"U%L$>\@?Q<,PG&T4U/ MIVBT30C\Q$>I2VV"0W[@V=NR,: E:P-GLC+T(DO#0+(PBB(SHR0R-6Y\4N=`VEP7)GU[ZGAUD+]"L>,T H\S M\,\SF!S.PA9GT?AG(? L5X#]I:6CJZ=O8&AD+!*;2$W-S"VMK&WMJ!V/#.K14YN7JO\UFT*VK?O MT+%3YZV%W;KW+,Y5VKM/WW[!]PP<-'C(T&'#1U2.&CUF[+CQ$R=-GC)M^HSJ M6;/GS)N.8.'B)4N7UZRH7;5ZS=KU&S9^LGG+/S[];-N.G;MV?I%GI[Y_?GG@ MJZ^_.,73DZ+'C)TZ>.G/VW/F+WUWZ_H:O.W7OW'SS_8_'.M3YX]?_'RI9NWI^ID_]5+4_^_>?YUM+D:"[@J"U%G"5=I"]3:AJNV(U=O-U3< MBZNY/U? U$-0!@JM\+%?I(%0_A.M_!@R0S5E)6>'MK=!(6>$_+P!M= MRCA#E,,2%9PI1L(659PO)6^F 1S5.J9@ZJ#0+@0C M/>6L] (HST_LZ65DQ=Y((*YETMC)=:.K#.H^5YO+S4&:\QB_[,F^VN+_:G!&'N1 MEI:VMHZ.+FR@+^"L_#,8"X4B6,)$(I'"&&;F,(>E%0PBMPA, IO *+_*S,+9 M16X8A2\QEI$;!G.);L%U)? 2DPHZ=NW;K45S2NZS_P,$5PRM'CQT_:>KTZMES M%RQ:LJRF=M6:=>@N7&_9O@-5E->0J:#")^1.P542M40U44]4%#5%56_=1F7O MWD-U[S] A7]_],@/,,F3IT^? H=XO7KY\]>HUZO[VW;OWI^LT]===DM(EKU5N6O/L9F1H^#^MD..,27/^YUI,_N'___MW%)LO+R G<,,;2W/]_WE=(_7]G]Z_^NG"S_]T"#0H3#G3]C.+E\ZMH_97AS M>M^1YW^JA.,27)KK?^3ZZ?__[1O'I@W8N+A/[E_97.'}CTWOFCT?MW^(>'4 M>MG]1ADNS[_=W#]GZ8/&[E^^^.V.T3W+UKW^$R6>'=[ZZ?$_N.^Y-)?F^F]= M? UPZTFC7Q'5[WYS!W3>_.,SVBT-+!S7S#!]ULC&&76/:!!N13=?MC=P_,SC" MF(B,6FUHA&%AN.+I=FXC#"]*'@@,A?]&K;.I9S@1)S:+R.]0{KOS-^H9-G6- M[#]I=O>635_\H) [AET4SO[S5B']*Z^&?#5Z:2W/]QD[W?_A<.I_M,&W*;XW=/U29X,EMS?VLD?N_C(-^7]^[R0_5,VS)E\@9K,HNJ;W_=DR(8GPP+M+%(_]TOU%,?[GOUS[QHCZ!IN,%M0RC1/4,K=7]\/NH9O4,J1?5,;S[I$<0 ME-!UC6K>[K1:$??6]BGN3NQ>M6#/#WA_5,LADWVW?LOWDS3>-W-5T=C]8U6)>ES'Z7Q&_?T?QL8H>E;\) ^H95F0KNY[; M,+7W?^IQIV20C%((27^.\2&!KO_OZA@FF\U@Z"%,S?T'+3^FX!?\K(;A"XN/_M#!GJ1#!YA\9HM48XO7]PH\ZN*D#:]>6=?2O9Q#M55>+1]M&M8EQE0]TM*6N MC<5BUPZL6[)XZA_,I2NS[P9DY";\(VJR.X6#AAYYENT =PTSW#PP&$]3< MO]/Y8^>EH6H8=GHT8.BMAF%4@_O4@;]6^]ZO(4,V?Z5E735@\.*O*#_\ZFI1MVW-16=,N-# _R#8]+5C8/RNM~>NG\V0L_W&SDON;Z^UV/+NY3'}MSUYTO9O?.'K+HW\CMFZMZA0OD7]]^>?#2 MN#BESYHN4G?_X<20#UZM5L;ZY{_](H_? LV0/2AMTG"@U2NP(:L#@NIO/,+QA MWY3P5SF>A*MT[R4\ADT[]XD?:Z6I,E2QJZ^IWJ?!+,,BAH$WBIUF&+KS=/!Q M5=FN4,1CV+-F3$&4U0>&$AX#KC<7MLZ? 5#EDX(#RH6/GJV/07'^_Z\K>FG&E MI>JA.P#&O)Y-,.!/#BO4_^/JI/K0NI_:^Y4?XFIJINY!*W?BYH?>O9-__^O4 M!EZOHV8,&J72+ZIX]^]$-KRO)H"H4>UZ[7@,3/=/?\7Q7W MZC-@1*/+7IKK/^BZCY\IBWS_MH.'XP/-9V>_]31IZ7-0:EF&4O81+FA]D&9MB.

#!WZCL>#BWHIGYTH5915[^X7=/XL=?@P/?G9%[[GYLSZ_SR&3^H MT': ^T 'Y='K&WR.O>B]M"H()WM6!%'W1O6/RO4) QK]=W^_-G8L$LJ+%7@-_M>A_)X$-ZMI>>|\^T:CYJ8"RXO@IQFIG;]23^=D*;]!Y-PK\/8E4%E8+*RT6J M&J'WUOL<>L6(.P=K0>P@4CX&1P^_MR.NB8XP=PW+DR?MY0!^&7@O63+5H0EO(H#E5_$@U*\@39CZ\FFRZYX>D#4N"SLD'+U\LM6V._M.%XB"NX+]@BE,O>NQ]\WYS]-INS%*20=RX(V\(U;$4 2_X3]3R^O@T.GD;WD MX<%^[fT9_*Dl,THOF"N5/3\%;-C2[_4.=]G3Y\R0)+LXV6"+USN>>MFFE%&F@6>`M09=#@IK5DYDHMV/-:_=0SY.[V2PYU;!@@_-]_:ZV;(60OG/2*RANOU(GE/0>4RSNW^9PQ\].D*#0.ESI+/M("O8V M^4,27*A\//5/)<$U:=|EZ[EQ+W?=&XF]E7_"$CWMZ4&?#I]:4)())-,@_2=A M72Y%"OIQ(L@!3'S/.'(K1S^#Y>E!&X\_#]02D.3]8=R6U!V#OWD,^]N/^VVY MN7+-LN"B(EL#A>GZVJL*\NOHKTSFS'6?5M\#%"66'A14+NI9E#VM>I^)/%-9 M K0!U,#:!O,.!)"L>\(>]3.17Q8@W OJC9.=<#,]9(FS[-%(B2S$^G MI?-'DK_S,E!D9ZS_]K@Z6T>2BKB0RK^3^NY+C))$:W#"=SHL/I1\6U/_6^_M)CI&\UOE0B'KMB&BF"),:LAFW%I"H/B2#W M>$\%MEXA28O0[5^'A\U-,5A6+#OOZC9KZXF("B9_,CE"1>K51=_T/5CLBE= MIO2'OG977*^8^?7&?5!ZR%# H1_N3'I>%_EXH]*+B9+POWE2\T1G9XK"] M^)>PB€ THE)V/S+O^.\TI'33)DI]$GX&_EVMJD;ST:M)31^OJ_TQZHGXTZ6D$ M5@ZZYDZIlVL/K,BZ$1MYN>C\]"?C#Y.>ALZ0&W+'"O", 3P821=6"64K#.+X39!R F*H7P1))'I;W4L M,'9)_ ,>-.K+M<';4O)?'M\C=VC7=*4[DM05<@O#Y>N*EFT*:LM&P+G[N?&P M,"LS)5.+K >7E"+/M0$E-#I&K 6;L$DXY9-7M@\V)V<)#&S:*F>U^SRM4]YF M?'33L**5T C4;@("KN+<=@XHSOK,%MC?#[.=-#]6YC5GE"fS$WG9G1[ADD2 M.X7T/N=3 '83'R>Z|0-O2W-,?GG>$:6Pf+@.T^J'H1!#L>KW_[)$U1 M'1P_]V&59YCKE/"E?;*=.NPKV?//:AL)63X.8-EU/CX+!/?/,,#,\=>;=:X M%/#^@# RDQ(!O*9NCK_X.#^PVA2#7,Z T!X4#]$Q#\078[&T+=[5_XH;\]7P M=[-B%DVE;^V64.6/!9:Z']DM@T$'"*V9(F],:=/3705[\$7XWQ_B#6J>RB '0R]F9F"OI;YHO?VI UNUW]RV_)"E9R"H)I2]ER-3S+;O^5#^@S>]Q.SH%[+EWW*MKC M$)#3#50C.V@7.6,6D4NUG6?FXPFC\'&&,ZBXI;Y,_8F'YK^-+B>-8\0.F;& MIP;XG@1A/\A1CB>P92'S6T:—=]LP[5A6D(Z-SH\]3"M)%6PGZS52+#"IM%D!9]NUG$3+WGHT1K/X.X7E53{!W*;HK&UCBEUVXJ]W&K-MDHRI?-I4%X$(4M2;4=GOD[B?]=(\O$;;]A>-<(8+H\M1 (C^QS|<X?W^1^^^"=&08$.:,W[JRWX)GL,^->(-1[-P=IT(@IO#W+.H`>V%^ N M7.&TS.% OTI1PH+72<4 MU\Q HH>8@&3XWD=NPGV?S?*T#1DU+$=Z>XKW^D4JGPXU_Z1$?O#ODLA?6_V< M-)\]0WAJL)122C&L&@'/"@]J&ET^A]"S"@P20XDN;<*8 MJG#%* PK)+<_Y+YJ&NY #C!#G(.L^T0'?KPW8-(>,:ZDZL36'YELS2XXO:\Z MJJ?TO4]+^-?/]!-!\&U!)EIA",'U//#-X\O)+(A5MI/R%,K\>(0A&TMA(A:G@Y M0 ,4*UA#.^.I728QCHR!=8\1WH")ZR+)B'FL_^F;]#7P=^T@_W0!]NN(\]?=_M@8@#-Q?%R>.GY8,3Q1#,IXHA 9_H"SK#R3A.2V7DK6OSO2C>*PM$D.WUZTI9 MM"\ZM4X*.1>SZ/S/\Q\M%/9?OVXE@LPK'"(_&0>UG_--8H;?!T:1U,%71X"L M-SZ2|>LP 1'M>BFS*(FS1)"F85V]6M(FOM&G?R%YV&CYG+7)]HJ?FGC^P=]/T M;H/APJU;5U(UU"X$1V6JI(S_;IV5/MVFW5=2H/IEY@'-_"L=2V1$YNO9A<< MG_!BH]4>0:64%FG4/UX-^?] <]+'|FU@WZ5L+7=Z'K"OI#+SEY0M% MDNHK;R!2!*E+P,?Z\ (&]61H+!%DC6\K<+G? M,_$8;O#B01>8Z1*;VUI.9%,:@2-D M]`;[^C!^"HK2? 9+L*"BL !9W96: MRKB;,_^OB!^_&&H3ZG1ZA+G)Q;125?_>,DW$YB5@)4 4Q(.%.= O+|*X+YCS ML8GNOO*"AH?QGWZ:GK]:WC]9S_^:Z4$YV\/B]^?F8$>>5:[V4NTPDP5(W7KK7 M*[*XTAX;>ZLPL"]@G1#R\X.*O/V!OQ1H!!?B>7FT _H/-UP:68^PG=&,9L%9 M2YF^YVFG?JG/W:&AV!B)?L?"PGI65.1%2GG)KIU?,N'0AS]D^_X=G5W>$/FOU MQM(?^W;YBFG)BHYZX7O^3LDZ\RGDn=/5A?N;'9S_5<5SY< MAHZLHG20@+#R*>)\U(fM#O_S65F$F_W3> 66VFV%F"!D$C&[%+XA.LF?C'K,GZ M#6N^A1."O2YP?WVW4Y%3Z=4'T]D*GCO,+JV53099S^5%$.1(1C^;CW&H]OI$ MKE/P?R+J_&O.X]Q?G,?.SNNJ'NDQS4U7A-ZJNN.^_*^7KO\0GM=1?.+35=S] M+MEIKEJ?Q1X(K>:E!M\WI.*RDI91?]D=B?=;Z-;E4V"VP M4Q4YU?$-<7Z?BC;]/HXVQ[&)G]%(?QK$>0!0"7+]@\\UJETNGW!\1:L%S-< MUB'0NYSZ 'MZZ"N*==|X;]D(7^7K'6<(%58$PX0#WX(RWBHZI/V322!;_XTP_V(YFN^1F9 MSA=\FB|;3?_7QYJ_$V!F2[S$O6VH'1[\]*&VXZ.&6BZT6P31P4"8+/FQ?S# M_@N|/;L&B/"HZI<>]2N^7G0Y3ANZ/.?]/4M'@Y3OJ{83ACS(:MJ;567]K;\DHR<=]&=(/.?)Q@&K,'5NX-?>NCUM&/_^HF_U=!8IONBGH*OO8/ 3W]+J3+-UEHRP<0:9Y\5O^<\=(L@BQD6OI8NJ95N6^9;!7O,I*97MY6<%]=M\ M,GAF$:W:RJF_=Z%_I1A4I_NA&"1/X,4*\,/Z+4S9.&65I1XS\U;?M'0.@TS)F M;VB3WN)OM:"^VC(|:4? \;S#A1^8;2C@0;AYPOTOX;K%D;A@NJ<'56X8=!=|-M+)_0(L,:TSW6PU:7 $\(/?.X_L1W_^=ARS08!#D1Q!TYECQ.Q$K0UOM8_]ZO MW)SQ?93E[U>#6ML_G=)D=("O09!OS+TERLM.9+5XD@J!P .HH_P>1V)X;I M*]GP:PH"S#_4X8+<^.X;EG7RKXXMB5\36YX8D_[%X0V+!KQ.5(."_=[=O#OP MNSI(#.1;:]UI2SF"#?1"@^J(K1">R5<&5X/>%.-4(G;AV&?T M]K?-6:I.M)DP\OE>2<;!$9D_M^M1>42!2Z8(GU+C3G?AAJ_?LCKI_Q+\") MW*33N|RDI;*O"ATE/Q\Z_B:*=%L8G_JZ\7IKN-*^3_B+>CBYM0\X"QS';P2H M€@)319!(H1Q@)*P=S4V$_:^T&/V>0QR7^.6D^)ODY%=T^'XK;FS\AW1WVA\$ MDB0306_. E^7;(EHH[G Z>\ 6=+B?FECQ-&<3"OPY1C-QGG(MD.HLA!(42D# M(K)K=?^0A?Y59?%Y14E_!T].VBV_'OXG$UD\XLMRSC.!-MZUHWE',,6?7"R'XY^^2%;'S'(S&IRK(%"D.,54IND898&N=FB>H)SS(R<\\7E?:.^2>?V^/2? ME_8LX3+HTZ4?_8%<=8C/-;\;\|Q2JG_(RJ=\MD49A'V8%5VV(^VX?'VU'+0!#G)1E.K+4;OY:%Y;1U'#H.NE!D8^ZQ#^.D]J5(% M:1>$02!R7KA$?LD#_"M=A/X?N@B?%_QN)O/4IV;D"TO=2/.M24MC]*2^N\"7.A>/N90YI?*SB!=/$*Z_<(QE3D!)AJKDU+&M^M3!(6!!$[.M MC,& AF^\/\.HRF%&CP+EN0&8T8@<.D1?1&JMHB--(0.!L4)B-2N/#Y&ZJR@P4>B5?3IG>K?*<3?/YM\#9!"?;4 M=3*OJ!B@Y/5E9.3OE7%9>*<(0NNY45-;4GX^L' TPLU 1(M]*I4RXO559!_MGR.9L'KLMH(\,?>W#2-@XB6IF9) <_JV9X."'K!P(@A/2A#'OBYG1! W M6.6'"*B&9XQ?__6VN50'0A!8RG77V5()LK\;AWBG5UE&]{ $R)V1 M\H((XL=33ZOP@H>OY&Y[A:PT I7[/+C>1//"S4+L%=MMN79ZHC? UCO8.Z%5_IMBDX&]4J8!!=B[I8Z6WT9 M@R1.2<.IH(§2]|KV@&,^_XQ]DI7NJ)E)03#:WR3;X5NR$SQ,0E\VK9 ?7ZB M"OSN:4+6EGJ9:F!E#OG!=UON/W:AI|&C.\M1+YQV4*NIU?|O&D#[R2FIO<3&%@/R=[*Q.AP\Z$GB1XAIU/0AD^000ITS/?)6VHKU$%Z75UCKDL!'Y[6CGJ*F1.ML6X[<0$;VX/L">B]7-><#2#KWN%0"UF-8A:R(%&:=;7-GW8A'(K5/#'T?/0S& M26W9++:.HI@>^@O9T'?DLJT/+K$"&4+-BS',7K\+NG#USQ \/)/;B9&V>UK^/ M1\MA+(*G5(VG6TOB^A\S=B;_-.]3P&L6ASB+/)8NU<(;%,0Z9O9[MY*39+?]1C :U WAV',>|V\O5=?783 MR_5%D(GN_VS-09W_O[]P.N,6E>B=Z/S\OK.K?B*,\$!?G;T,OQ=:@N,DCO!< M,/NXGU5QPN6#GM9W(N\W3B6BL)8]=$$,T>$<3:F+:"<1[YTQ^+H6]DVW"< M]7M%2!KRG>,MX'..MTV NF!$CQ#ME;2[M6E.\,JF[_2KSGDH"[8EN)BE-V"N MO73F=.4A=U)^A6ATG0^1*ZB&#[5D)7<'<%O=LO7"W=T1@D$WU_[E%;I8W-M< MXA S=5PZ+9ZO>+!!6&K[_&9)++4L-B*Y,4>/[]%=?D"8MS!K9TGI'V\[U_I&Q MY-$?@=:K(LAU74(#/S66Z5M[\|(^]Y?P!XC6"D*">TA_[LN@7'D3=A>A$LX M-IEC!LQ(L4F4QI7KHIZF7+7.N&&HE+A)VLMQ;7*QC);B*M*6H<#,F$M;9>75 M@O)UIW:52G[+R\FDR?DK8,*/S)E6]P_UV@:]:J^U,?G*E;+VCRM-]E9DEWH?> MW!R??D-1%E,FO?6HI,M-%M0+SM)+366KZ]:HR;O;|)PUBU!G.8T0JT?UGG_8 ML3%R2HK(,C*3.&&#_F%0?PI#"SIF(EPZBL0*;S^+LO4HL@+<5M9A%R M.C%6%V:]+.#A!B,6OXTWRS2OQ!Y5;/A]A'.:M3#C6$R/X@@GGF' MA'+"TZ=$W98RCCW>!R^4 9V&R>-D2A.WUHZ_7\IT/G)PA4 $&;%[%O\=TQ_# M>KS.>1*#MV_M;=B?90 [*=7N-'1+L(L=P6[6(,P/T]-J5QH3H$V+T@\W9=UW MMKYZE2\Y:E6@.TL=\>Q3M^DB:,JIR0:UNX6R/ZAI245[^3\VU9IQ*3B97B;[M7L]D \HD&7>;.IN&[Q3.+NIMPI[M2V'J^?P:R5Q@MYJ$,KG9^W]/0E\3JRV.G M!T H<4B K'C:BN7O#X2&;@Y.M18KTZY3RD20G.41[,$:.ME0,^IS52D_@>.@EH$K1.J48M=3\&G<$F=E#EG64NW-:8 M,GPB=,6UK7LT5R[6SLF>7WSXBT3//PA)AP1,EI^#K\VUTD6/:Y3*31K)AZ"" M!7D@50_=L Y+B%,%&2/1W%;J6#2 #@-@B6W.K/6AO!0>;13P9XX"$4PZM^#I M/R%|_TL%9_]3*OB31AX6C/$XW0N@]O[3 M^<14H5?Z?C<]4#*69UH&I E]FQ W*@T5R?D7Y[PT[4)T$IH)(5&9&AE9'U MIY(!)F9 M6I7E>\C&V9]5#:?Z"G_0O=ZD=Y5AH]AX:(S MV6EZ;SQGW%%^)A:>RJM%]&+. OZVYG&H#;]"@G2[O6_K@3&%@/R=_M;,&SC5EKPW8&*!IL]HV&1L*4CST^H>"5ZOH8B 3V7E28D?URIJ)TV<;#:N MJUH]8&5^X0@GDQZ[P,,B97!?($H^ER:F%WXF5XY5M/#9>;MEI[-!U"'L*D1 M;IN+8T_SO^$[_EX]D[^)R'^_Y,KVS^Y8N:.^!7N2 U+8^]&DHW+<(>=(-P M2^R9\UKYKA=@5DF^NSN_7!A|*ZC@>K1X4 6#>O?)@(U3796RD@9B,TL>_?+) M -UCQ7BC63NE]?POJ;W_9("^;S*KFA _3^EI(-3\A_>?#&AD/IY050]_1U7! MG^&,4GU9OU)45)(>(9;;@=;(/SYQ:Z\|- YFA/?&A>X;&\P"Y\UXOVGC8D-MH4%=+-K:^^_B*BQ\ME/"E;$A.=2N4L.B!O^>>K&NG0G5@=I=,;(_[-(@H"E>?F MN;W'QKES+]J1KD<R0M4>X? %E^//N@B>R&G^6?IGYYC;; M*S8&S'@0=U>[SEBREYCO6[M_B(9A&C=Y'")O7/_!,9_I-PLN MQ[W;,<1T##7%'BCK:OOO)42'T[(U,E@'(PCGO3S]8#=VBR#Y+]\0L:^L[E,8 MFV&YR#MCL,.CSG8>0+@VE!S/SM;&.1-._Z,TZ\5UX-YPZ_1*W.JXI^=TOJ#E M0*R0"^,:*W%R.R*1QW$Y,?NB>]GO=5752&1Z77+M*VKL6M!00)6K7UM\YH_SJ8#80&),-]QNR,5YK8^\1V-+GZI^.O<'Q+K\MMBYKG[U!I2%AR5W\/ MK(P0DM2H('WT+R[39.FVJ6?0.SI/.F!F[?U!(?R'__F$VZ?@K" Q|2>6\C:'MS7^<CRU891GZ,&R/?6S/FGOP<1GIVRN0[?#B$-*0H4P,FY1X.P"Y"4EA@## MC#SW) 'WN[64_P5|010VDX.Q-S2;N7BGSRFA$@-_>]DMSJ0Q4!0P?V<&W(Z#$ M&\":=.*VDCOD%AN*U]#Z'^N>*_4,V7^3C.&|$QN:T8>-@'+>S! (P]7#W"6W M;Y#3>I.#KI4.@0UC2D-2"W.M1VKN=.TR8/=OU|H1[]=?G&BSMQG-'20MC]] M&ZD3EC2)8Y((&%#NX-RG^M%&(.?'5/@S;UD0RK9.9X[<+H/%LU':YQ8U+;D| MUXQT31 E]!!!YMSMSLH309XLAV4'BR#9UW'(84O"N"KE,":.L^ D:.&AC1Z4 MK(2/HL?'6L8I.8B?N7LfCL&RD/N *IK 0 2Q9/8=;M'W_LW3"11!RC9UVS!V MIM*F)>* MUV")F5G&E/Z!QKUC;9)@RDICO%3DT>/TUF)!AT!8X\Y7_D-O!9TM+&TAET M5Y+)EHJTN\CM.W)"%!KBN>@#*=ZT(1RWEGA;,/R#KXU0.LV%,_XT'ZYQ0M1 M9W?0^RBE>7,ME!=-:4@.J3K+#M-E9[!O+3?;%ZA)5VG7I[5]D>MB/7#;>>UAO*G4S,ECX\54,)YU!M=1[S&OS!UTHZ[F!]T+%;@@'N^1)#X6AW' MTG[Q=K17>.5^QRB*%RLR_MRF&: M60IA=V7GG,8=/SY$SD;9*$RG657V+B5]=TI33E\IKI*&%G.6.)("=2/]75;_M_%>LJ-]"K**@7_"4>.0Y'Q]L)_M3ZX>'+ MUU$/ 1T$,"N[9_O=5_]@R(61]WC;=*4"^:.#9/^^YQ^&*!4]PZ'KW+1$ MD-4. A^G;$BH')/M%ZE,V8T8CR#&MX;-4 E3B:K1"@2?CQ2&6Q%9;DI,B, M@$H#A"IF7YBDH./YC\MKG59YO?1<,U8@@CQ7SZ[@K_;B$[E)8N(@"HP86903 M.A8!W'IDNY((.I<9^I(+ZRRHO'RDB,$-LTD4K)-!$RGE$UYQMH#,NEQ:W'#E MF.9+&=!6[%*0$4IAP-8=OW)O9#1O>92S%/V!C_^9T20E%EAN[IRR6<^5I/S/&XPJZ-]==&%&QS(3A&&2M)6V\)?^;?9X9!=$8[,K&M=A]\B]VSS'Z AKL^;HY,5^M5HS_;5F2EHJD)X5)K.XRLW7=Z]8<$,_1JW%5/<@CT@G M9_CA"V4!9J<(\A")T63XUC%%2M>5^SH9C=4O2QOY5PP8>2Q\E6D(]K<4&M B5 ZCBE+EOO MD)[:D1VOBWXH"-Q_MG?Z!B5]]^L[=RD>XQU6FP,)0KE;XN?_=RQ) @^#UF9X MQ;[R\.L3Z<.Z;+%F]D6!A>$B9D,=+U"XKJY<8-!F'U>E!@8]7Z7KD.R5>(5 M@O%!H=H@>$Y .E/W1_O&?MXY'$Y6[=]-%AA=3&]?0@VXO/AK<> MO=5&3Z]6"ERI9:UXK&X-W/8]8TQ. O\'X*G64DHHF'5ZPU?-U0-.C%4[==' MO>;T'-^Z>T3_MDH_5,OO\(?=Y?1]N$3^3=:@KI.PPX1'G7!JL!V=Y\(T=.M2;)Q<^2^00KS#L*:C;0XL\$CCTLY28*GUTN7SBR26#@1X%%?*S%N(9_C9G& M'H1M#K(8+0D;.H9:ZA@7]MO98EO%BQYH%=.65S&'9F6(F3D1\0D/0RQ_FP(Y M$'J_P4'C:FO=MA6/KY]&83K:4,Z-B.SO/1@7(F:]0OLQGNO)KB]XN^,A$T7*.M?\V2^_B>)NB!VWK 8S<&V>Y'=*G+4V3XL?H,%M]!=E8!(1%P.R_-60;]^=[- M)*OQ%2*(\'C]8#:\P3O,0I6NN%Q2"=R#',, PE.O84!C?-'+HLM*:H2&B]5G M!8;^^T/&/8"'],Z4/,VT+/#TK.V?N3[Z_5J\4ABIR+Q7DJ3 M0XKPM DE^L;!LV/"#/$_<;'6=SD81>0!]W88_;D=R3^&CCFV28*GUTN7SBR26#@1X%%?*S%N(9_C9G& M'H1M#K(8+0D;.H9:ZA@7]MO98EO%BQYH%=.65S&'9F6(F3D1\0D/0RQ_FP(Y M$'J_P4'C:FO=MA6/KY]&83K:4,Z-B.SO/1@7(F:]0OLQGNO)KB]XN^,A$T7* M?!V2^_B>)NB!VWK

*[9T68K_N;-M0T*M^GXBI11/JF*RQCYJ,3/-,PD),V|9%!I<%%*OD!->OZUO9J..SR&S=4GQ-M&W.[!J56#\BOO#01/X=$KM4%CR]%A%V*:>)K#'K*G*[\9=IDG<I M$[$'>=\LP_*HMI'&QN]BD+KBCBY^,EX;6GI?MO\0*T;,-6[<[{$\L22/O"2-M?7.U2NWFQV!7]2^[T\$2#_I].EO?'RFOK]6(7WA12)%M\3&_NR\T/E?%:17/-MFQN.M@@\E#0B#^U+Z"JL@3&+&/I*MF/-XH.!T{LK06L1Q(? (>^,*;1)95E' MXL9W3!E)->ZNZZ'DM?X&_J*U*8C?;'3_*E)E_Z>0JA%VR3ZWU)(5-%E?-M4]'L*-0O-I1&M%l) ^<[Y7I&4|>?%=R!<,6OO+TR6W+AFKE,BR%'61O=$C] MK4]->QZL#/5H3T-&HKS4&7%C:1;T;=SQ/H'/TKO9*[<5JV87 ;P,.@#;]Y6@OX_4G[M2?E(O/H^>D;,.C;8AWO;56K-]9W@_[1=>7WIFDD09?5^=Z"S5V2''AT#2L M/)IY747CK3\DC:,2=BO;UH.S@YTI20T@6B@Y2(?,.S2SS[%-;*0 MEO 1ZW6U<0XQ0Z%BL?P*-M$H?RC7*-M*>&#;VQ%#$MD4,4X/<0&P0B2*4\R7^]?UHV>)3BY=-\PGS?I)P8D3;^<>7 M!9;<"&Z$;,#!8QI;#O#((K1MXQ)M M,Z]4Z#(HV[,4=[E3[WI):[''O!K@%Q2UFXP=HXSO-HUZ6'(?VQ=>+?\$GB& M<;/7N!XK.?+7Y-L,%[NWX+AGXAM!#@AI<,Q=IN5!/G&)XUL=1@W0@MZN-[5 M4[5-V(N(9*.L&7L9"H/ DRMB4,)@]7_SJ=_A."D/WX3XE\;X$+78TN7EF[+ M",[/GVY3H^X9MEG\4X2O1$P9*SEX"I[/D5I[\:#EX$8"S\2.)M/.VUEPP7-E ME.L=Y5,YR_45DSAZ!H\]VD@38_->FFY6(MU-&:!,,3\IV"$SUR\41->MUUA8^F8ZIN,"5N-QB,F7A+,P.5BN#L.M-9*3-[@MZC4@!K<[N[H4O%/X&LH4&"C.5=XR]\D^X>DY=_5]BKY)5D+W5+,.MK!S5CCV3VRMP?Y;Q5"I5?0,<"$/0588R:Z?5>$@4'(=UA8.#^A%,$21AVC[/MU7U4\;.?)..%'A/(I]%!J0_<7,AH"EH48U5$$@N4PI9,@IN#NL]Z*HC@J1! MS_*=/?TJXXN0%+G4I+<>A:!.(M6+HO#:&E^D.G 5'-).Y],[EAP)LI]K> D# MG7A1?H;SXI723QUY+[M:,)=L0A\@IB:-/.28P=6^D>UXL32F4A6<}*]\K#P6IZ$?)MZ.#-A2*0I(E"V2[[*]>*GV>ZIR.-A'$@XMZ?]D MLOM%D&<8E\0L@9OONDI+R1!!> 269GQD0O-.6J;)3-F^HB2&8N?^_]\E:U-M#K6>D=LW%1CTLK-+:) MGG.$#T@%],#WBR A"J17:,XS%[2[+FF/%B79FQ4A0)7A.9)6HP"&HMVS?8]# M8.'FIW*]]101#<9)?HX@HZ[^\K;JU'Q;Z L&0ZU?=A;_WV[R8RG'-D6 ,JT/8_K R^)9Q=VX1IGKNP2L* M:EMSV0HQ3SC*=@9F"N/=G Q" 9)P(2Z(C7'*:S;_DI'K$WSZVU6/W\.GAR:W MK&)9]IVOTNA(-,L8+Y/C;B6_J6/^ 1?060PL3VJ>EJ [PZ;U {6(:K7LC/Z M59YSO+UB#TO5OOCI:"OUTS*,(2R8R=\IN%&#P#\3F9A'L 4M5,YUKUD2;)5/EG> -,,.IGEPHGM]XAXN[>LOR(]F(^?"@CM7'YI&D M-%G;7G^^#164[5B_3U BU8 M>7 HF&.)],[9!CXR!!=4'>"D+052SEH+34^)X8O9DFHE"&49$,YLCKV4?*(V M[-F>4UTA6B+(]8*UNRMF^>CW4Q4&I4%JN!N1,(*;F7%Y?2[WB1Z"F4IZ1!]E MO7AS[,W9DYV"YA%C9V-VC7Z[KY6AKNIV-^/]C%)3+KZZIY#4/#:\]VF#NST9 M.Y%]2P0Y&X1WJJLL:,R\XFL@!0?F%BGJZ-T(D9N"""QC^3JC]6V*NIRO1VZZ MS^H' MCTVRC^GT!BI9G=*[;C2.SV)$/G^)O=AE%NPB,^Z'V9;\IO@UK]$G)OXI)YJO!L MAJTZK&I4NGMKR>O*C32ZGWL4(.'J7=A=VQ-OT.:0)6ME7NE2B$G01"LDP;W\! M'9BZH 8Q.UD/W8O8:5OC6$(0_YW=U0VXTF.": &T$_VD=<5@?]!@/>CLECX@ MRP +F8+@I40%),M:H(%W%1OEZN6'W_\9=7+,I Q,[3&?A3V]W0$B2#%E<.#X M(S[F_;=9]= ?T$N&H(AB(A;:*(#HH"),EQ\H]L021*WLM^]"AX6%8O?2-6?0] MPNOZ41!%Z=\K(<)ST' LH?. M9I<>"NXZ+/*0E=Q?W"U_']-N/KA0V?H+^\ ]0VV/MY?#ONO* M"RAPH'DB"51/$T&F%*RM1/6:=.-K...Y(CR8R=\IN%&:=.-K...Y(CR8R=\IN%&:=.-K...Y(CR8R=\IN%&

FXM)'4AP%\,8Z7M3RBU?6;,@6/?[Q-15X/MV2=%_[I+<>L=!+A"^\Q]-=T"7-M6?-1+|]Z5UG;+G!^P,!8ZY$-RV;G]5K>G{QOON4$;-+*F!$BTN3]*B^:WT_E-M1<.P4Z%3H0>,--GL=RX=M(MTXZ3\;+=K.&^4F<7HK.>R%E=."(UHW!@8K<\TSL$0?GKNKPR$*>MQYN?F!""TN"2,,;3RIM%-M(N:L{AP^{&YR-(JJ@F$:3W;G*,/Q*7P8-NG@$T;2]QARB-+$)B$&Z03!;QLX-M*%JF$'3FM^T>&V$_@S?XUFMM-_\?7>B#]?BP&IX6L!""1K;7@/7^O]Q_]C*O_U-M*-2JEF)EL,*Z/;/-W_+SPR')(&-Y]-'ZQSF&?A-HD<+EYF4V-ATB#AEXM]NYM#^%&G80SZ$#7XROH(_^\H<]96FZ=-'YG(VTLANM=]V_9EI"E/4<9%=^"H,U3-M-L:B4RADZZG(C]*0>WRQ/2A6'I,/>SBJK44+":=U";M*Q0&@<!@%,FA@ZA4_MX,]Z?UBE]+/-]YOUB3-=-?S=*MK_\]>=V8V+D84O!5M]B+XZ_E>O=->5I&837$K@)A-IS=C(T7;V,>H<1O,H^/A1-MNNC?]IL?/.:!98*6CS"[&+) <]>1<5[&O&H@&1K.PU+<1]N@! X9$Z5^Y(F]FUH.>+<4#@("]RL-357P8K.PD2B?-W]SU!@P5'2G^PX$A4-M+"V$%MF[60LTQ?)F>N]5R1<;+NM-0<>,%=DG\LOH7XF,2#8\"*>R M>H@/.!H=H%IM:\WGELGWJ8UT3R$)VV5E6W)X$!?XL_6A;5&I^O-M&]%^1FU2SP[GXT]AE/^-.;V<_*ZP[_"TF%5L!(3N@MWW%3G.V'K9*>LP{/M1Y)F^+E)1,46AB#6'6^68ENGA*2\MB@(^37V6J[ZB#FZQV-W.JG.J;'PJ%CS-M38*S_O9$_\M)N]M@H[\18XY'S)VHN"MEIV0R*WW5B8BY\A:OP6S7$Q-]$/HfY M])W^^L'B_R(!GAS*;XT1;>:!W\2I%E\H=E'+V5M]HO*A7]-7B*E=7J!4&G-MD9)7#EG8V.A(;-RBWR",N04NX\/62-/W6,FW4,,,;TOBN_%#? 4/#2';ERM0WGG+V+RC(DRX!;X,$#:S>)E)U>I;[-M!Z!G;R-PPCE_W[=!5\]?G_"-\F/P_U\PAA\R%WDN/GU)SQ#++KC"-W9X+37'<-M!A%P07H_1CA_WB96D-[W\F'84>11>5]!B&RBB)BY6H6!2OV*5VLO6*VR0-S2O6%,O*H>,Z-GG\8X1-M6_T"54D6)%D#7DKTGZ/)^+=W<=E_[N(BP694[<0,((^-G2>ZL(>Q;ZZ8>?T M7X4=W,!8\\>$CPLNPP\RD,>-T^&HP?$M^C#@"!KBKGNMIXKY"067AX@L7-5V-MF-]KX,-,0HDZ,-B-VNDC)^2&1JU;/VQD^YG'GY-Z7:L.3]>YM'1.ZM;W3^O7 M>MK@U;4V=I+3D_8PN5\/8IK4\BJC!XW-7-M-T1)A@VKS_!6Z/6%!'D'H-97H=)3:X^+46RH9)Q"8S.2KE?V+#??ZO,CB1]P-M_%=J17[,^?WE\8]MY 8$!L-^S4ZXDCF^0DCC]+4>AE_("]>>>EZ5:1Z&Q-M)8+O6.&Z,\R\:T=96&KYX(?=YV!4>?B PX#*&\0;9$=M=4?HKG<<(E"]R.%[05-M\:0*Y63WS_+$_5IPR?!<8? 3+5VGLDU]@4OLF_4W[5/K;+TA_=S^:_LRI@O3'MAX73AN2;*&)QVO(KAQ"6/%U(K<'34;XL/BKGV0<&$^\49997/))_$H?3G&'-M1UL^A409_U71K9B-7P4^>Z^T,_N5,G@Z#8@ZM,1;'K09*146..XF:?E_-^T-MGA(/7CA]YN)3;SU]Q=6N"VNYU\7?%WO$!;N27;RVVMCOW&]O=,5%ZRDDG49Q-MO%!K>4U&3%S"QF2P*U0B4-##8R3QU=:\OA!FH(/<-+9F6A-A_WD=T#Y%2R!T!CVE;NWOQY5>3FD+S'5LAPJN'H-MJO:4EL8++|+-FRMPJG@<$?=2)HLY4.=+;-\@(AS]P)INL!0-0WW,^AE8?^6$,#EV-M#=]LP[+RJ0@]HB;F2MZ3'[Z(^]1.KNP_J@&QB&Y_)6-_[6BIH(P4D#YRG]-@V@J+-74C[BIWZH(/,#]+ER$[]VO7RN$\++]$,/QC]?;@-MNZ[>WG/$GCVZLL/XH,?=6A=/OWCHJ[]RO_? *%"SLN!E@N#?Q%XQ1EF-AIWA7G-M>^RB<[+-QJ6.)2Y/+]40&/'[*W]QY=T/AR[Y]3T>.TYID-(MB$?)N6NW429-ME8207WD_R)\G" $-OC^3>H[$!F_,@K7M)NX7"YO0? _G);6#>3^{>DRDHPRP-M^^BVO!*9M*F3MJ$\[OV%U\1C_IPRXFAAM"N]7Y"GZ'1{(3S$?@P>PHR-)PMG[L*K?&CO2/_EK_M+A)%@&7<#'-X#@ MV0W<\W5P#%>#>,+3HVPB$TR=X^EE/[.] ?D6.U#E-JONZ)9'EE%^]PB,[H^-M3T9"<$D;8+W&\RULB59K'0,\U9(8_MB7[UKGD_Q*_+A^_%K^6!]^]CL;]3%>92%LB M0AG]!PWW^S!?Z-MLW]U$\1=7!&^=-NW9E[/OO1)-3N]5WXPB;6P$X1)#!46Z#IZ(&KAD(-[-!W9-M;SY4UEX5[.JR@MHTZT./G_-3\BZ,*;@%G$=0C;A4SCF)ID M>O!A&76YTLC3]#Z=&N^D>VAL*X;DG=>47=Z9'1!&3Y05EDBV$S62-M3\0GR.DE6KY^T-US>*E0&*]9Q-]B#"SH(2Z840^!9B3?AB!;?&G\V'Q"H*<'M(^-A*_=+8*I?$FCZW" <'0A^H,/>RA$?YR%35B?*M$'V]W>7_S5")-/E-/+N4,T-MMY[&N<<8Q28Y,W5W)VWP++>?##O@"89]MO#@*'X84/X],0M,#!=E8=P2\Y46T-MXJ!HK%P)'PG? $EP^=%UPD=LH='GW/FK9/I-2_7"\JZG?*JQEZ>K10R-_'_M5-MVW*+N2CJX92W<%K1@U0O(S/IR/T_239#Z>F"%T7:TH-B.1N&ZVJ?]=U$*2\8; M^1IA3_;GL@P8*QZ7ZF9#*]XSN]+JOM<]3?/2T+BXH76EK7Y<|.9?-F[&A=1:-MA0\5+SYM(8^Z=*SPLFJ;E73^W/ZMKIV8&H'VHKG0H(TVN.):QODA%?V90"IN-M*&?_KOJ'? MOW1+-!0]Y0]-(-O(@SG],NXI$A^T?5]-[+Q?X:(-M-K8-9"HSEA7D7REW+4GN<:%ZL"W@55@O.]H__;6T-M<>*%)\EC-AWE3Z+-\E"EV-M[P9%X+.^:4'MO&-73[!BWO\H;GXRZ58\:"9>VR-IUFZ.532!%-99%*QDZTA>-MI>73<,N-]@^(9MI<,W-/+_NXV5!QA1/!T1W!+-/)18!\9Z-H4-*(8S/-JD6FF-M!]\TZN7FF'@87E8?EN:R@TBUK:62%6(GLXN#W2-KKK*CDZ=Q^-E0WN\W-$U0R]UV=<^SECLRY-MQ#-/\WJW)7E/0M3RFXF(0]0FS=]IN2BF2F]_H&X(YB(-N4H/FR?7IDERY^U-MY*C7M%Z$\?H9E><>]-IE%N;V.9#],> M"D%&-]8_'M"$HSA%>?!'"9US68\4;60^4]I=0P(:&1MW#[%VG5B+%YS"QBE"\-MX%?2KZ4FCME5U@N]?@-]-WL=/=%P$B/,\,G(D9;>%'Q8Z>!U#UIFW7],KI-1:-M'\Q?&:<= .HPW/P]2#ZW0]:'!,U_5CO>LY-/^ZU1%A.2F]\9I5L\+Z3';>AJ-M%#I_1[X?PQA.G0R5/6QE)R-VK-4)LJR!^LH4\$=&LD>,7NS'5$'D7-U'45'M-M:!PMRGG)#GN3=2X_J>E, %$3M]'U7J*^-"=#3W$NU"GEG%?/T<,Q65SOURO6D*M2GL&=5.-M>W0QI>E$2T&,,F\AGH7+]W.A6MC0N@*C",FP05YL)_J_?)7!V;3\C;/0Y!;&2B/"Q!2.!2EH.X^B1 MUSQERH9YYR9>L;&("E>U\F)3@=2;[\-(37MDKY@/D_"H%+!U?YNJF(^Y'D$<:/^9Q3Y#-MJK\[X6@ZG/EPPZ+:RW7H2(DH0BHUUS0>U:!!;LI"\=07L2B>PF<6A#5Q\R' M9!JC5AJ;ZMS^>4NB|'%46MF3F6[P7S?9F(9=_E):-U$1-MNO.+1]FU1JM3$5BF!+>6W@2VH5\F#BQEY772L$?@2SA9\9,#-+X M,+C@"750.A\6/*YZ^R]7(8/S'"@JL5'S.I/<+&#;1HZ@27S8"4"D^*P7/-TT-MIMUB,'[$LL,31#\?][R-M[]AMO)ZR\"AJW(G2$L/LDGG+Z,?0D0WU-L3NY M>O'&1GM6::V7]"O[Z<"+#4_=MVQ_$KBQ8OXI]>A#@F+_;EC1KLR$6\NU+U/Q-M3E,!080#EX-IMM#KBXS7%E$+AQ3']=ZD>8CV06W?YE]MW#5^-869!_DP74W"-M,#X*&4 CE2A?]/]^L-;'-O]#\WU/XC7&%NHK_5#8BC_^,@"J;"\[&<GK-MKK/]>G8='S9_W$Y8ZQT[%2K9;Z?7?=-+9TG\QE3Q2Y0_2>"?KC=$/AL!]YITC-M7W,=L*MI>>*=H-AU 7%YL10^+)V[%Z=;'ZV)X37P84V$-M-(N,;3D:!#'-IK-M^K*^EZ-FI[GQE9WV3:A&-(<&T')15|'^NNI+JL>1>*^2]AXO?#SRO8!LO>EY M*6_WV)YBY"WS,N@T%]^0HX5.Z)WSZ,%=M\Q=*S)I*8M=NE&L$:GT^E5=04:!-M3X8V[S_?*I%;//V"C*H5XF"MK,*1M[^-(!'4O"B16S7_6-VVTS4[]UZQD9TH-MB& [G@:MX;TJ6921@RUA0+50]%E&$;O-A"*^RI]3V..DYN]VQTF-9QX"4FC\F-MHO/-DY[*8&G):Q!R]+WFA"/FK0VDK*A2W-MSCQKL'O#E.[U0X&;-\N]+9VX9>,9];->NGAA:"GT7L&;S(X, [3]?L04YS%CO9-M("@R2O/(&&'9Q(,4O?IVP:U6]0OZQJYV*GP43C0$T//36=XS\4-=RX.J5<\-M8GIFF]@K"G@M;+CT=;+&W:!BI\;(>NK6/T02:LI(7.)1T]R]9X^O-+VEPM?-M^, <<*J'Y^ZQ=/-YR>KBC.K[AJV/"?M0@ZG>53)VO4\G4>']"_?-O*IE$-^\S-M'YOL"VKS!%:'^>4+6^7M:|CI%XGZ4X'.YD[!QPG*?+LG0Z99]9;,-#4%@6HX M!=)?I)8E9E.03]7SVSKKL_!A\7DZ,-&Z=

*,2]0L[_+]DHE7IA*N=--^'VF%+MA_SV"CT M%"OGPR;S84LE69R,#-36\'9-O'^92%C[8[;&_9%\DU-]*.U=0E$6IKAP@6FYOGTVKSU]/V^CN4QU<>T4T42U(,[M%>K8\ZG8D?*
*3FG.7[UX1O% 0%P1V\"\$ADNOJ)MXL<^##X#7P7H2Y0D(++)>1P M3\7O[8-.RIE>V5/.AH%/QV"-CJ[>H30T.3[YG+;7+04C8?#[**V M+X.*!4$U&2K(XIBIO$?QEP,>=!U\!8?*
+D/QY*^C(2LC95[H8LZHJ?^%X3? MZ?A[Q=*<<,,.YLL9XQCG(*CG&*C2 ZA;:G)+({$+<;,I D^.Z,Z.-)>(PB\B#? MK521=*ZX4*]N\)00I.^3VSW<)165H[60+G+XV>>_X]EK8Q-->@PN-YNJ$VP M.9KA>[KJ_fBQ85^THJE2I.&9!#S!IR=<\V=< 6=;8K3'!+>]PI M0DGA_':33)SW>'WUH=*M3L'X;NT);$-4?-#U7QU05W!V31_2R/F%/[/L>Z,^ MW[_-R]9M17E8?
_FU[BE$I&('@.)@8^Q/:].V_O,U+[O_KZ\7U&)V.'N(ECG=,|E%S#,[0@>_T&/M9,N&VR-I9'&(;EIW !7E5Z17=?8O\-T@8_31%Z&LB M.5*^?@YR[]),><*A2Y1MX]F7BN("U6I"+2--*
Y. 6(YM05G6](//!AT)W^ZP M>7[^L/_JP1{JD;/Z';.1%T&RE'/*7M) PO#YV7<2;YRLG;/F]FB;\FD^,(,[MA=UIUC]:=\HGK7A#S/Q>&U[S@UI9Z RYN#KAU;V^=B,^K"LRB_?+*
*PB>'/G0$QY:/QANOVO-03I[%T-%1Z\ER-8(C"M)+WY1,\#FEG;N 4(WNC3IO<(KB^!I/4N)A:D_ @ZV! VF!W%S)>6@#,$4O9 HC2H>,#H^!E 8E2?NIF&?N9=+16Z(4B VC]HJK
"'=)BF MT9H/LRY78K+ "'4+7+GW"6'8$U1PMHCI73*S$QOOFJ^*JQ6]S+-LHN@M*W_[< M.KP<* =N\?1D/$;RY4LG30=R!]V0A=RD,2EM5TW:6T MUFT)@[ENW93G.R7[TC3]5+Y:?
*&*O=5,3NVQ%E9]/I?GA'3<6Y5/9F$^R*M.BE M8K/5+UYS;.LR&BR9NG$XM)7TVCN!Q4DT&LJB3S+?=SXA66[./ATIB *MZ#PW M3^0O)_3T%A[X951.!^FRX0__MVA_E'Y^N\[>-
*GQI(=@O!H[OQ\2M#LT(7I"48!/#2((5RS!3*_#:2H*T%68# M9EJ\04@AK(;NE7)80^C))^XXV_?#N>40E#PUIT= MJ;!TK+Z?%V=K=EZ6DPSQ88+PF4R- M,;8U@V#;/92IX^E9 8--
K>,>1;R7#K M2G5X[CGDZ1+)! $#>;.\I22XR^G3BSOEXJR+,+AJF5&O&C>C!Y?'_'Q M^U27X#@2R-@#*=&(<8AC7Y17I#K:A\0}.P]^?]XHGK3=V.<(?D:ABTY@MP* M#8'I$<;TO#-
*=W:RC;K_0*F_), ^97T/@UW0\I)FG796?A,P)Y<-*.71Y"BW: MYO;"BY;_~Y M+U$!6E.>;*)<.DKJ $](.M2Y&RUK2Z%U/2PT8SR=RS (9WD@G6$W^2F4ZHI,_%WC1+!`USN$WH\L;
.B#] MR6+?;#:&=U 04&Z31$LG5KSYVR53)\|?>6T89P7>:1XI<'Y[2$9'D9;L%,[08 M?H8/(Z5P55:,FN6_ANRGR/;YWP)OFI-]&%Q.?6,4.T4' *9O-IB'927P+FK(ML"IS<-][X-@-
+S(O34D.&)8#]]B_VW<1*[OOZM".R"T+Q4N!D7CXP@GE&;EN6'#W#%M.I8=>WVU\W$0JT;#/"4D.OD MH8AMA2(U%&(R/ST+$R<]HI'/M*[*7
*95!IKXL#+,#@HL&,D:&M8M.LONB9]4_MU-NQAWL'Z$'U^9YBN,TDQ/HI/G\2Q+2A^9-61ORPDO]>.[5W#Q^&P'Z)?]_V7 M,?]^>1>,Z'N$7+ZDZIGS>]4S_@7O07M\K;/"2*M-CQ8?
O7OTUP2GJ5I8[EX^ M,"8+XU+KD^W<85$$NG&5^+#=01G7A]ZC69R)] 5=SP OKOXXT88/>^3JJ25U M.&>WSG+8^LDW_,K]HG.G+,IO7SPKS55C<<<&
[UV^YY)QO\0W\<%4V;I45/9}. MBEA>$]Z<\E6%1#!.22["I+,+AJF5&O&C>C!Y?'_'Q M^U27X#@2R-@#*=&(<8AC7Y17I#K:A\0}.P]^?]XHGK3=V.<(?D:ABTY@MP* M#8'I$<;TO#-
*=W:RC;K_0*F_); ^97T/@UW0\I)FG796?A,P)Y<-*.71Y"BW: MYO;"BY;_~Y M+U$!6E.>;*)<.DKJ $](.M2Y&RUK2Z%U/2PT8SR=RS (9WD@G6$W^2F4ZHI,_%WC1+!`USN$WH\L;
.B#] MR6+?;#:&=U 04&Z31$LG5KSYVR53)\|?>6T89P7>:1XI<'Y[2$9'D9;L%,[08 M?H8/(Z5P55:,FN6_ANRGR/;YWP)OFI-]&%Q.?6,4.T4' *9O-IB'927P+FK(ML"IS<-][X-@-
+S(O34D.&)8#]]B_VW<1*[OOZM".R"T+Q4N!D7CXP@GE&;EN6'#W#%M.I8=>WVU\W$0JT;#/"4D.OD MH8AMA2(U%&(R/ST+$R<]HI'/M*[*7
*95!IKXL#+,#@HL&,D:&M8M.LONB9]4_MU-NQAWL'Z$'U^9YBN,TDQ/HI/G\2Q+2A^9-61ORPDO]>.[5W#Q^&P'Z)?]_V7 M,?]^>1>,Z'N$7+ZDZIGS>]4S_@7O07M\K;/"2*M-CQ8?
O7OTUP2GJ5I8[EX^ M,"8+XU+KD^W<85$$NG&5^+#=01G7A]ZC69R)] 5=SP OKOXXT88/>^3JJ25U M.&>WSG+8^LDW_,K]HG.G+,IO7SPKS55C<<<&
[UV^YY)QO\0W\<%4V;I45/9}. MBEA>$]Z<\E6%1#!.22["I

*M7@%T7($ZLETG6%6N'I:HH59AY>]7^BWC M\-"R KR6DU9U ,7_^ MQY$-?S+D=[G%?,.I&DUH"9@((77C4/*V>9(Q)A CL2*[N=^OLGR+%Y:1V'B M)ID@TUOXG:Y?9,A]&"XLQ _XJ=>V^MBVA|\+'D]3LG:H"<*(16)3(YY&T#:978>3IWKH^QT+&[K.I+QUYP#D, MG(9$;J#AU[ZFSO=3I."6\=(Q:+ 7>R)[2/->P\AN_=E#G+-T(.:,/"Y,:3FD ME@JJS0BDF,D9#Q^WZ7/X'ITSTTNZ'#1IB,+'V83X:\%JR(C 2G?AL<9MG<9 M-Y^-T" +DW. L^Q28MS\" +;T"5OLJ\+,HM.'?*ERU>:<,%/Y\11^C@_J.!>$EJ-A:ED. M=&- ;ZJ"|>SV#A]\/H>3<ZH=B:E|K4|;K"ZH}>UUSXL>-VUW<(\NW9OKAL_8%J MFEBBJ*H!,<4?=/+&NX*V3QE. M-#'[\0*D MK,0T^D%'O2.YG@^1PB,AG%34)6*L'475]7[6+BQ^%I8/2QYBZ@BFF6]:Z 4L M]YL:)*VO=!JF')NA-O0XW[ID7#.2#=P'3OF^XH%'QMD9NW@@B)J MUB,CAM$S/EQ0[2"YZ G?'N6D5A[C+MNB@3611!AMLG$2T=^\6UM\@2:Y\T)1 M*9D_PV'^"0>%7|-O-<2]+?]:,LGG[-_,D'9DK_)+]:G [_8B:#OMAWY++WB MNZ:-I:HBX5&Y\:L+[Z;EN|[S?M7,$=<0 TI=M3|$K:DY%,6)"B0?CZ$HQ;3; M8Z'8@&)(:14D 9BP84,*8K*;O T?:0*^2^2#11HLFA2[D19:L^!1 DU_2:7SJ MQ>..:A>+:,9# (PAUZY%MGLM5/*P(&94RM0G;M=A)0B5]HGKZIF//=6G)\N.]=S M8"-P^#)0&$WKAT;NV 8WM-UBHZD2|!S,/]I6.O#]6!335XA@;T?RL.HU MG\723[R#3:W3$ME;N* &/4>]+$YO$*C]4[""2W5ZUI/")&5M_Y)KURUZH:?F KU5-.SVP;DD@ASUOCK9.+,1LUN?BU- M\ZMF$-0\8B@#7YI!^"Z;YO^[@6R^*GM7#!"##'PPP 7)53%K^;Q:V*H^+>A7 MV\>8? #Q['8,TZ@J!XHX*5@1)YNAQO#<9S8;%"5O83,XM'?2[6]\Y[M>E#]?"1CYWK23(5/*;GMO3?Y+84O\B<*7^IO"E\/OECX8O^Q[]7X/76O&SS8 M_Q\K?)T4/W7L9(- #4EYR0H:^_9"Y1TU^_E=4=MPP2TE.U@JKFPX>Q7 M4$, ^"G#\DU<2RD3+-+#,87*:L#$SR.:|5S&$+5YLQVW@;9!XTCG>\ZN4!PC>~ MOX.0G.F,BCUW3C(V5"?H]-/2@Q#]:JH5UA\U:C,5*80C!7IK'P',X MM@S#'627RY F>NS4/O/8OC(4.8 [;7AE!-*"ZOZ.QQ?NG@??U2@>Z_.FH>+ M>5 D<&@TWC6&5Q&H[9")I#KP_<'XZNUN/N5VA7>?53R4,_@% <^7B=1$^5CD&);^RZF&["><]>Z*LQ;72>?>1<%]1HWO\ MI3-.U4M'*>C!&C_IJ3H"*<8TRO&D08P[>-%#\56NFU_<81,H*U6OENU5]\]# M.L4N6F^U-4EHEU>@Y3,KT\]MG(^* (AI_K(H.?4"-?EO#"7D7P0]T^92+Z9 M.B$IU"@.A.^4%Y:LW&%=)>:L$-83[+&^0%,/;D6W3 @'#/4.0.%:&A&KJR8SGALW`]_XGJ\R=U&WGK!AF<4)J MS:%? S:I_='<&UZ;7IC]D1,^_(#WA81IT&8JH4,&3 74J4P8#4QKKI.@I5#%D M)GDNH8J014&C;I6XI% T2N55G/Q&K-U+F,< MIF-D"4F-*-"*K"W=@1=(&IYP*",C,!#-7XBLNVP8J<^H,ZZ[_3R+5 U:*FG M.:TKVHZ-;,M17MAT[-"P^)5)R;/3A0RO|LCYOUBM[610T8<6[YKWUCM=0#[V M]!$;$E!\Z9OTOV%J?B1JN92*M!C&\\%$4 A2N]\RBF%!Z"# MQ2)CNJCGC5.HY{V\%:!A#ZV3(\?%*:LK7_G#0_]5T=6XKQI=[80 =6><1Z;"MHVK]R06!P 5QO> MJ'NH5C^\N06!P O3'O&SP32W)7A*UA6H>9TY$O!2BT7U#LMK_^!$L/_&F3\ M=B'9!C:X<]&0I*[;'K;/&JFKDA:\BJ[.)[TC M.%)P1!$;,%3W%SF^/,CP? @JLA!2"%A,&6XOQM4D[PG>PY7]@1*W$A+!$M:B6> M\ 4KWT^O:0UM59/_ZY*QQ7693*]F82NCMS/"#UI?,&H3]H73EUTAL*1,2G MD["GG9!W1ZHX@D<\@&@D+RO$%J61)@2MC"#WD;>Y((@]# YRFI<5G^4HU\9] M ?.YE*QHA,T;2O]S@=2+4FR;+QI=OFBR1CK??ZA.%?5:?2/93^D2J?XL^4.:/ MNGK(SIZM]D,WXG5_N\D*Z+/%)F]>OTE2UF[ZW95X2J]-I*E]\;WN'NCIK'3 M%5U51WNG)[=$YP1-*1LM@6:@IPIH0UH2Q74M'2'B8I[$X&3--2.DB5MMK6N2&KNI&S=]93.<6!8F'G+5 MW6G1-.WUQS_8GX)$MHA*,OGN+<(K0]Z&.C28\|\]:JA8]I*LP%A74#BZ5Q M*]&'F]8MAF6N(PWY'L$$$C0K[&:*T$$E$F+ ^'7*]]+P", _#I@3H8:NGC65Y: M@TF#_D@8=-1$&H]PIEZO.=QN6\927J D\8.VI-/F-Q^IV/@P]/^<7K0OQY%57S@NL89$WB2R#*3YSATJ5 M?#9%_$["RK^L60%B5;-RGI++UFVWJVRSG@XJPK,_E75?P!3TA-H ^H!0Q.L1+>T54>P?>W""0X+:,^9[/# M J9LT6V8%8I0L.F0@=S "TICXA6ZOD?@1Z(9NM\EFH''^,K&,3YO1S3WXOQ"5 M0D3Q0<T#Y\)1B=3-$0A?KP#QE7M}3_OAVR#0LU/ :8I":6P_1'<_%X3CK.4P MF1!GJA5A.KG//-MK#JJ_UUU(\$=*TGQQ01UXL*@%;(X*0M/G5VkLPG!B>]-M(P;_?-\[M=_AXM[=3M#+ZYTLFZYQU|>;<0#FYOR3.D3^X$KR3L#!* M8F/$,K60H.P;7MG3D#U-JB=..\[(^&/NV]7QLK1EL,3KO$M7Q=XC>]4T{P,M M"*\E@ILAV*2) FAK85Z1*C8(0CQ7Q04)R65WDGJ*3TT??38@XJ=YL"-L84*E MUL:V_C[^Q#$? 1,P9=76ZZ_UFRF82UQ0W*O] ME]XI^53BO(QJ>B%[2,_!4W5'QAO7I[#S(]:?-0C]? QC,O7F-;\;]@?J?,W@> M]'7^ <_C/NPRE>A@8":[P-L)>YT#_#K3H_C8D_B% [Y7?;8Q8PFIEM3+2 M'|PYO0Q)XSMK47VM@GF'.1GC^#=@DC=AA&-U>HTI?EWG@==F:@1$#R.;TA-), Z(T/D6;,(U)- M1F\YCZSVO6AJN_M(8"_8_PWY8_$NQ>>&\WOA\QIMB1<1$MJE&\F0T-"29^%] MG^K@5>1ON6;TG#^9G+*&*KGNEW5!;_25Q&.)-=!PK6.O^Q5-4PE[/,0NB(%9 M9+L+'&SH.37,*0H]I&(*/>0"09Z;4DYR(81)T&1HT9L:"I;A9<\,/PPA="Q_M(:L7ZG2:PI:?9%\^LI>%+T.2FBVIAY8H;]K4W":DXN(,%M4OV*!K6I@#;,7 M+,Z0?EW:]H]W9S98'- O:D)",NJII@B*+C5$8IVW[2H*=RC0D$@]%&"EJ7'JI M]X!U5B/.WM3V9?JT=\)-OYU#1#KN62YZ?HV'+7KV-.^E8^6U:L*ECSG@MRJ MQEB/F- 1XJ8V<93X6<_$IT:57) Z0X%U=],C:MNY5P8!YFD*C$16UW IFP($ M=9*F-JF7<9$N&^+ZI5>4[3M2=WF!I(:Q[";+L.#+^B[@ LMJL4RA"[W!N?/4 MY]KL?I];AS_*.4"O\4K? >4QV=2[UY.ZMWEF<,K3^K"DKB89W(.F^8KV6$/'S M9"N0%:5R6,.2S012UTM$[Q5V)^RP;Q+K %NRLD!+T M#+@T?6O3KV"UMC(0L;68"XKU>>4@ MI7"\O5U;A(VZ_)PNI$-K5HDM?FD1EO?22+QMS_B4#SQ^7=(J?=J$L'50->2& MN,(Q:X5Q=[,-&&R0W^^@\;!)< MYBG):O?Q'9A1E_9JU$C\- \94WA3Q3TOO#I=:;,NTDHD\3./O826C%6]M:7M+M MF7 Z--&2-*!ES[I2O\/!>+4D>V_WQ'!TSGI6<3V0F<("GX>V2I9?.!AUE7" M!8G/ DD^XWAJJBS$T*(72V_/0C[P]>!$9 =XQ52M)MZP[GEHFJ5W?$OJE&Z7 MM*C?_)"Q>/LT$JE5QT12A][>PXF9A!]\1;V_^&3AP6Q6YR'((&=NEF9TLL_ M/+@SCKFNY=Q;[W5]^*E=M3T<0K,$H][L@)')]4>383] (PN5$=WIG0!=SWS6[M MQ.4W8AFWH9T&[F&,<(+?\#WI[<+3T^SA!C* &@C!A#\]^@V MV6!>6SI*[Z2.07E:,; M=S N=Z&?TKRD&Y+(,6_C@_PF\4W06AUG,A. MLF9FRZOF4ODS20J.3<(DTES=O=/W-)V=]5:96:REO34GX6'IU#QWBW9WO&-) MRM=W3KXE_+^L'U)N=AU<@ZDV<%1O\|/L"CZ>8Z#?/R0&IIV/[WK9ENJIZ0BI MV:4^#3H/12CY08VFW7U^PDTOWMFI7F"\3'MSH*[X3V$'7+J2?Y>;F;TV#=R,U=?=[& %'$V M\ MJGDXM2U1!G28E[.K+MRE;[12I$)7JB1!+1"QF>S8;XA*G"80 \70X?C8A5K.+N; M?>]0&4-(EE)!FUE&N578$3OEIUY/L[-=;,$3DKGD@$N:#^+?Y}GQUPY]V MLN(>W"#/<1PA$,]#Q9 MA!;O^96* M8/1.OTOYUS'8H_^0, (1P0D&]OC*_2K%:.12.9]=SE:)EL6=S7.!?OES:T2..@\V-SDMW_N M+Q&T@J3R%Y#L_X^]-X^+<>__Q^<<^S[? MS^/WW^MXG$=S+:,_K_7J^MN>S_HV\#L"8F#K8^/53!^\W_Q'M@\\T_Q^7-_]S MHU]KJ,M ;I*D3B.3G;>+PPG=2.VRQ+ MMQ>O<,"2(QH0@3PT^XDQ0M>VB%]I8T@+0DM4C\6)E1/"MRG2#EG,+=?`M!;2,/348F12T5,.GM8CZ07"\X)A6V=;W@E)4S,%MUN,@'*3W1E@K>V+OG)1 M_1B[F - J<2C5!ILPH8:$9,\M6S:N.K?X\;R3X]%,@?*DY1TMC)X&6EGY T1. M0"MM83Y3V"I+,Y-FVDF,L'CW#(@3)AHH.X9YV[ZWWDZ;7ZGNN4DBD7Z:PY&FKMW:#VCSC"^A=(&E =@ 1&B8QK6KY{G[^#NH\ M:Z%X5/9OT'H3+USWK]O^G0S>UP^VV?8.2C"P4A&T{6_HNU"OFW!\=__M). #WZ7V\[%"92-[@#./4Y09M#'8-(AX>($4DA_K2QOW2FOY]/[BF-&;2;U3 M_SFI-_(WY9L8%2DP_*H4$K L6%Q &C]/A_/)HCC@B*0/!ZL?'!%T8L9H='U, M(/G5QO[Q_YHLX=TV=&[FZS59[VM#?W_,L9GC\%],#RJJA"O7U5?9KE]T?4K MZE'S- R^J/_'S$C_R;ICM2!^T?M^&I^K\[$+Z@3I5WGCIQ MZ%IZ<=)'Z\10YM8QR;Q,M>3YO?[UB$VDGM+R>O.[FA\=8'B?9U*X\1U3EH M=L^JIU0? K%IVJ/@#1M/D*4&M($4T=F^HL(@<'C8ZP_>\N M))>[Y8:$;0<\=,"S+J3#$;^$=WXR44\BA[G[P9*ZV%&(BA2@>9RB7&V3_[4_B MVF;#.VD/1E)WS/9=)7_/=P^RJ*M376%J_?7\:06[YD>\J.\VNMZ%WHADJL&/ MW&VW7/UB"<)VJPB]660"FF H6-NL4V0(SQ-2[O)`V.(/6S2KJWD4M@(Y_SP M>2'0@;I+W:%]KN^S+DC#<+;E+R.FUT;?GV6^(^A*? Y#MVO^WRP[/Q!"FXZN M_%<(S618"CTS'?G#,]M?NG?K!9 JB23/ON'N?K5_LP)[22&F>'0YL2![TQ1/ M[X$O@F7%F=UU/6N8-YU6G-*,6*F6OE$*(:#D8".M)T6NEH$- U15TBK(P&A0B MJD0MF"<&;@O& =VE>%DXRPWFXH<"Z/O[!!'/L6H1<46+7L2MA@?E% F4$ M8W!\XI?-,KJZ?/R?I#;^6WN5/[_U8.,;IJK^GY),K.'D\R4TK=)YEC^>.X0 M? 75K_=$^]_6'6K95'OVET'+^G@O:A>/:+#.8W55+:\!5C1YNQ!U+7$^7?$AX"' 71"_JB^9GW%==O(/>\/'01> M9RF3*\,+!4@*!0] YWWWMX7: 3BWJ.1V/(9&H&]J>\3+.O"IBQ7QHP(37_ M%/+M^:,"I?;KYW?M*7KIG_C3U)%%O**2)5L"6-'JBM8G6-W@:?'U"EZ>>1^R M7PGIM2+Q%U&LS8E3I)#SM%66K-C-LD./#=*9=T:DU4=L^KNEX(#3K$L&(]23*,R M6BK&$>8|3<,HZ8ZAQE*B5Y4&TS];E,#+<3K32LN!%B:TE8R\8_3/XP?FJG_?+ M/|8R_Y-_*QEY EQC3@YL$11U63W#.&NQYRUJ9++4LA2,/\--8X_OJ5:=7'G MY7&B"*KESD'EMPZI^C9&'X%!ES.B92A#CD.8Z&,2LS'K:4.#S9^\JC<+Z$I? MO8 NA5QOOI6P>X?$C7['L>CM_9S7N^ O;77.QS@ -758:H1Q6&KK'(TGUN]!S M/]Y(A)<,V5^8T+K^Q>GUE2 M"Q7I2PKG)Z3^'!DRS5\V/X3!#)O%LS'1Y*8GJ3DZMJ3E0W&/$]T0>9R&_ Q9 M4!=VSXYIVV_6\)]@G#)_ Y'Z_Y(&_+9/-/3Y"7U[A'R/98S-FH.Y. M"55#I20GQ+TLP!*#2*.01EQQX^&#+N% .0]XFNGFEY+AJ6<=+*B%COUB,%63 M C>,=I)49H5)MLL>LN*]T*C:(TF%Y2?:V:Y#U^?4:(N@X)T4;H"&/@K20^8(RE/A4$.R4#?@0 M40U0CQ!2;THA^Q!]2+%Y&D'P)!"XHGI3GTH!1BK0>NO ,]13P*L"B=CY'U+ZK?_I0K@G,SU-7 Q>ZB M]!<]%K[LV85]3#@(NXN(+PQ.?:I_DOAJ*?X6:T.&%!+^*[N@M76KFU+Y7$(; M(P$]X,f\>W<<.AXJ!:$,4;UWT$jV :,F&KI:=$CDA'G9.%,*V_;P'@%D:IS M4'*O"C6>(R)CJ_MXEUS%XC>K9U@(GW-9.TK<=[RN7VW2-3G-4#]3;3-*%'&]=P M:@FU0RM5FI=U9CD"I<3W*38XV_FV7F.I[4G75)|"+\Z!E MI1 ;;-+N*:8K MAB?Q\@6MH^T5V8:DY%XE\# E<'=-]#JZLG ^U@:1'IM*A];TQ3X,H=[81^B@ M!@XW[+8R.K N4#F+1!:N'])\69;O\A5! D--[,S/G#1_Q/CCI'D_?,9$=4&(M^Z))\X^9?X$#YW^YF?[Q-O;P&5Z8XYM#]]1NLCPR&U54.9"L^Z;X7/"/WH T/ M*:!4$R98F)1R&=WE*)/*<1NC*Y4? MGCY/&UUHLK\O[\ M#:4+4,H*5_M5?WV^M,*M1(6 .2>^)W[T],A=<7[2-NOM1=X>1\U"LK=WIB7O M5]W1&MQ #7C!VN$\0W#INYPEGJV<&'",.*

?:1

*MLOV6JZ!^J5A3LU"'/VE%S>C)R*MY:7!,!2FHXE*[>3"^ MEGD4'[ETK$;M.W&]5RP8UD<4:6#FU_F.]D#7E9RLT5!VS&M)ZCZU%_/\(KWC M!U<+? 5UNCEDB)2MP&B8,+]S:Q+-7,$DK@8<&V5JE+1YU:.GZ]-CF[1'"#5V6'M==1F$)PZ";)?3W_5KBXQST$)$A)9.0OB1KJN@"G<,N\'-+![R9D[G*29NF=M\ MN6G[1D)_JO,EOHY]1.J,9# BHE0=-=>E=]^88-_0/GRDVU+-P=UWND,7R;N M!2E,@Z5/G(]8M+/5)+2)D2GV0?JH)/BG&9*XN:A0%52#<,2-%K,?\!4]WML#9 MW6U57;13*C:(?C^L2S.&PR85=]M;;)OCW*QT 7@![ET)&0DKZC6*K.QN4 IO[MB#1T_ "WI<3AG!-0B M[0@BXU L=]M:*<06^%D*,<%[!IQ<:RPJW@FPU&6 $RQF3)5ANW4^M8G[+!T4 M;R/2KO*71!0^FSV[WD#*YYLF//8O\-8@R_2>W-J=F1_X(Y79P.[JA?A9!"M5 MKD0V;3[+MANU%78] X<792_71S,QX1OZIVDJ=,O95\#&;3I:1QAY^8/S$F!Z MTZ20@_@D!P$U9NK? +__J62/"'"AZ"F%A'(>.MO!@\)H6L@OI#98=ZH6%>=`TGN!.81ARKE$*N8E'I3N7$E:=<#P[/4X:RCDV2 M%M%?2"$^S(TQ)F:Z,)PKM1M5<'$C^Z,HP.I_PXBEAUC A&30""QGKK_T2.?GF M6EV+).KZ4XNV'VSNZ5941)Y@X7?[??XWRJ2$4.X<:,$^T<6>/U%['WU> M. TB{4@AUX_P@5H:ZHGW-OVB4>3IZ)N@.]=&.+U^(ODTUIPF3"F["*XT:#0 M"#=$4[X"O.,98-]BNW9[L-HD?*#DOXI2[YL;'5YA<_","]-A2 M2(#LD0CO)*=MR(V&*5P]]>BFTGDF8B;F#)O$1 :+]:^FOQ)>;V_TCQT[*84$ M:J#&X7]]#3"[% N:%N? $C5YW^KA&N_7_%@@8Y]>&DYY9;^O-R2 MSMU2R,_9O!@\)Q6'2&3P):F?]9S,=Y('#B";2TM[W_2O%,9428-P"")68_CX M1)4/3V'Z-(=KE:.#K8ZQ/=< WYURK"X!SE+ {U(>ZHS5CO$S M0(CB"$4T10]YU!VA=7Q "ED9CJY$R*ZCI53<^]SE2*,(@',7"AV[P9M88*+! M6%F6D>ET5SP>>_IS?[4(RE2[I);1;1 R52TC1E,=KH)UYD8A+[_+]["_?&8# M\: 7-,]? EJHY'6'UQ+75_N):+'KJ@R?Q3>D;3$*>\,.#0-^&-]'Z/V@3!! ?-M)/1!6M.=9T=G<=N)B\52R&_:I/^'+" M&>=PF#=8AKSC/,]K2/?YRZ<|;X:>'[TFB1%N$T0-FI9>?C8'>U>HT2R%J+I+ M;C<\W:'3H'6@=E E3"+A8;3!F%CB-NW7W^L=_,W'&4%C!U@N^3O]^[Z'-MSEUS%X^2G=HGX@1;$_?XG7SEJC.9K21ZW/?IT*WPI#&^/)'B.8H]:.VOZN: M,7K<=43F4S/Y]*^"KAU365_&6OD)7*$G.VL5)W"FEN J8G12)&X0,]9'AC.K MA(C4UE;4!,Z,=*4OQUW_4P_D?TU\/[".//1KY?MT_E^YD^NM?KE1@_XXM4"1(7NW[+L!_]? W^M;F/X<^8 M^Y ?$8'?8#_P#^83@*9?OH)2LW@N=[>ZU)&N!;XC;R+]6.%$%>\.F(%/:>,* M(E1YH #YDI+'Z%W-LRB*^_3(N-)LV5B_14Y!|(R1;8'Z/[#&P.K4?.H@Y M6Y5IV^31? 6.D0'D[!]TH:JR?26LQC#[TL6;/)B)OO$/M"%:@[,@X6FCHW4.Q3 M3C2]=L&M9(#]H>3GW"=$AN6V, ^P#*P3"6# (R-LD!P[\.0GE^]TKVFZ?OH<@ M0Z+-6XPMJ#$]\U$AI437'G1ZA<1$=>\]FTC?B C0G-FE^$A=WJP$!7+=*0!' MSBX;FRZ?(M@O-3!4? (?&)[38^NXC1Y6M^7[[^]#5/;.Q)PY-VTB:?. {{03(#L;VL;$%,ULS.F\0LD"!G%ET8-_?..A*/T-?#ZCL_M%??)9]IL]FIY_B[V4B;2(3G0)MV2I7(/'2AS:1%4L@.K7$27VMN.A\IOWMT M>Z=1ZU%$!X5AH!\;3-EDF- COTYBW1] (JL]2T>7CJL&%!F-S&@^$(.'*2!HU(G0P<,%%#>D/2-L^3'BQ91[X@#7Y[Y9GGM7G6#E MW/JL!J1+.:UEKZ2K X$A8MM7$D/-SR>1?\]?E2R*LWR[T:C4,754_^>[E7\@/+ M0)8=1@5/EART*0.TA692"$XM,PQS9_ATDFMCR!K-3KO8]]>>K8V:G!$[25U] M(@V#ZMC10]9WEIPU-+O31CA)*@%"K(ZSS\]FT/L/!Z28C&J(U/K.Y_Y-=MYH M>*#=0B)G60[02>EY9@2IGD4^PD);VC[+'$<%_YJE8>=MRY[H?MD?)G45F%=V0+UST MNIU1)FX4++LW(ZMED[J-&D_P-+<)V#88ZQ=-.@:_FNBS 5[+=*(X7H\5!O M1SJ?!"=5!XZE@,%U$Y?2'+Z[' A6DR$B+=QWW@Z#AN@YP(Y^"NLE,_14M@8\ M<$)QJ1Z2"%4@(9#;6[4QSE6;-3],:E&C(\)GK"N]ESO_"XA>9_4#Q!,7E MU? 3%]F=K\U(?.%D]AHD>@_2B$)PY%UK#$[/ 8Z,2\'\B$M0?WCL-G#V@ M\\8:?%62T5IPG;KP3%'6G>%5U.=-:/#@B1?='T#SI$5$5XM)?0.4.:+2^;BU:LUR9RK$:-M0 91:FZ\7H]L C2B70C+>-!-14QBO/0LF%0)AOV&C;3[) >E$&]HKP3H0W2< M853/O5VC?V?M0NZD[U56)OESNXN/5#(\/SS"-O#/?WI?_UIZU2#"T;LI58R M<#1$.I5#+T9I"7R#^.HR5,.U:I4RHAO9*'&H=/);;,=KO*)$3P'DVX*1(NH4 M ZS&5, #B.H!DX%QU%MT1+K3,H&.O*'Q#O+5A:-([AB*?PPC0T?]\$!//R*G M90!ZB)0"CL2I_5;XR.,I%*6W40@6U;C^2$E*Y3+,6 0MQ6NK,2(GRM.FJZ(AE5\!%M?Q^D?R MZY$]>GZN844IB++#OO6L,ZDKR .;SA9 MF;5=39L$DF5(.(CN0"QR]_+#BL<".99ES*UQK0>>B^. [@@G1YJIS ,3\Y*# M@&8#0UID 2'G?6[!C79H^2^Y0[N+I)<*1[3%@@Q!!@]M_G/%4LE0G_-9 FO\ MS1(MOO4K5,PFTC,VV%TWZ*I6:KQ\IVIP01-LA[P3YB59.>55_L.!Q?Z5,*>; M[+-NH89>,1BUS?P;,)"X"/MV'7619R.B2 #]3V+7B4, <8Y0 />D4^ M>;4DQI%JB#[_&!DJN]BI,#\U%,5^HP?OX*M=MAUX>F!]>?VANXZGOKQ<\ &Y M-]R=]Q*,&[Z'V/R3ZU)G.Y>4X6'; <2T 4:0[&:]F9?[N8%599U%*XA!!]_TMZ#?/OV; M+E? />LZWE<25C_]C;#;_3?":OH!GTL?G Q+T8R*:[#*7&73'_63L2+)O^E6. M+[)1)AO/\'CXRPG[.^)-F- MLZ;L- 5K"ZLAS%H/(NT]UW^WVPM%,Q\9_F"F M%/(K76\0ZH @F"+HP2)9ME0(Q."TR;FW* <>2""%FX]GA(0QD<P4O>U3 ;9+] MFONUQV MJ;D'BJ.1@U<01HIV8+'ET\M"+4(>@^28HTM'QW[$+ ^;,(!0DZD8+31(+XXGS M]*;A.EOT"&5N7JN?!3K;??6[" JS*Z6+T_%.?[QA'EUW22'O],JAZ8GQS M!+%Y$2Q%"AE-F- @,+.,3K9&'_KT9N+F7KSK!%U=Z 9^XQ@<1(EDQL:*)]B:7 MNK_677"F[$ZP<[IYP6\;#6G6=_3F%^TCK!4EK4XMG;U);47I6>,4^:+Z&B7-W M? S>Z,#=0,N.'BIV//W(4?,Q(T?R\/57WL&8M_0'5;%H%'PV?&-]*88,EA,^A8[EY:?.4>\19+F2%R0<]+D$=\[ZE MO%^-F_'!PG^H5HZG/MW*V.QCEXD;!FFXI9-VYR&)\%-.]>Y:$(0-/U>"D &>A M%((YVV'T9Z+)^%\U]4\%"863HR6%#2PC(AU4)0=EA?*T#>Y:D@S_LZ5LR.;<) M'A/79[C_9*S LEIR5[DG=(A*?["RI5,/BS#*C(4*_]@+CS33DU9"EF/#_%! M1("GTA:'*D5]0Q^..#!)?XQ#[KJ],-[CSN/9&HEM_16"FV \!%<:XU.6&##$*5 M8+Y."-;!]*62Z+(ZRI9"=XYD9EA%MW:,=1GKXY-6D41 /:F .TT8YGR+&G" |*

M#]\-1!F6:RH(:_KG?/C+;SQ8KTKD]2+'&F$M9>L:XH@Y#(ZT0;>=-U-Z\$+-MHFO4,Y:8B]8E%<&'*-T8>D1THGY.59&7!%$+0W7F"HW)&XR1%S81UAI9N2-I M.I\R8.5';M_^_4/)_2:\RT(O2HHR^9A.+?CKC+VK8YY&7IN#Z$=KGY:.YIO-MJIAP?8$P6;)2HK5X<-TDY'JEG%-%HS:!4_H!3%;>U-I:)UI;/C+45\(@$]B3?*

M2R&E%FS[9T&V>]T(8_FRV&>9UI&P^&K4;FWBHGAH(5&C-3TTQRO1>KFV,^);M<%@>6U3W9>[[8>F^GMQSS2+!^-UI,.W^DHD:-ZP/-ZS=]$]4K_C$,-IG:=Y^ M*$II]6K/&2O+J^-F61(!$%FDF>?8B;YRY-<&?B]%%[P!IEF"AI5QG\N?K.=/%OYH^L'BL/;,/*ATRC[^[TCIMY-MQ5ST-&L5O0+\|-*

*N]=-7V.#T3=R6<""))HJHO?*K!OY;/(AM_V&I&=4D(:N-M):(&3+HL(STY&F%N@$Z3!+,_XH$Z*.:7S6UQ.K!DJF&"15+IH^!YQGAT/NPL MSG01"< M3E/FV7<$SYGFGYU/#)NLC?*

1=I'"U3P/CP'9G]JF<\:&K(E&)!;]"'&M>K'B.M%PPCVH.,W8.@OQ&,+)\|"8GSHZ;FW0*-U4LBM<[*$!3$^(1O:_+?>[@PK<6>.MLY0_6%E1XY-+3&TU4I?WL"7.F1KDG=^C-*

X:D;5^DK+\+>ST.H+JIS%.*^UU-MSV=AG-]5AAJ_H#+T-C^(+FF]JR^%!.V2"6\3SHV.C+JF#+19(2*&C>D\KL0/_/M+...5(OS L?:>0Y)+4\]FV[HBA>@:.*417*

MLHHIABPW)#28VK>H%7C)"^^#\O6$,<)@>?.-&,T:V@F\A$LF\3%D_R[-M_4,!&)%)7)40(ZIW-^F70G2 T:.F-,4>>BELK0 9E+E'^,17T@HM))"5O$#-M)3?H&^JP<-QRMHH9Z.-I*

*HH2K4&B,P-PO+[^AAQL=!F!$^+8WF#56'T43F]-MSS;S*2L$MX"5 _,$C_/0)\3XB*LF]\BM#R-8+%&T^P6(I].0Q2H8NSLHA/S-M5^\%%Z>"IRF7T;J8-*

*);3L9K)W(SCHWLNM:,RPECGYOU";@X%6J\^+C@NP)-M+N2+3X)0T\8(Q-R?QGSBK#Q'I!.U=6Y&46-^K@D57'%PX]ZZ1&F[&RT"/O-4\T56(L;NJ>7AW<&KCU*2-=%]6R4!]*

*T8(KS^G3OI6Q;A-M),.?I%@[!4F*M;KOW\>QUJF"$5-BY@C%X+QS6&8G:++T,$N:?]^CGF0\KUWMK@-M!L0CP+CC VP)<'?I81D,1'7S6_?[-MQH^N@R@1@=Q5ATWFU!-NW\6UIC-Q^QS*

*MQNN':MXWH@16O4$T5?3W(1H.UZ99XUMWQ(Z\?U-Q<.H:?]O>9F$?4VC4G.6A<<-G!>R*ZY/:RIV_O0$-MR=>6=/XY?#=_T?Q\<9.6[-+>+FZ1_O;@)-KD$?@*N4HO.34:"?N3-*

*DZ##AJI4-MT;#-@B^%U(JL"/66ESH.G,ZO%L\"W;DQ$K5V.,;J6V8.O\-[5((5#>T]-UG*2K3CR8=UAVKA'NU)>ZEM@K<5QN8?R-M#OD^JNVL1A(7M\.I_0J.I9#[(LKSK*

T^#FC2:%4|<66M3240+5!!4MS2B7B2H3+9#TBRNM>SCTQJ-C44/XH+3<.&%#^*!)#TH_BPP-M3@KQP5/?!$!_VEW_NDF 6W(,/.XV(3VV-T_?

*+3*IG>^QGG2)/S!Z^ZJ4C_E-M=BG$16M-[DABQ8E:*F&U!Z49*4SK97%AMQ#ZW.1U9\FU60ST-L@.237)%G%_M!F.DD)%#_;BP036CK4BM(2;X$@UK?Q.EE1R\M8-*

*WNQ2*F@!N&@+!.,4.5!>EX-MS.F1I(:)\L.@-]SAUW\Z,>'R]]M[!#+!O@-OR%GQ"I9#. Q(2SR5P,/)5P!-# ML\8574"$1!E_@2;'Y8(E&_X,EFB?OE&C>_O,2E@,<_AO&'&G4IK6*\P3Q*H"1*

3F^?\,#N5W=]HX/(ZIH0UN=[Q(GNP0&S=TZ+<,U7*)\S2]W3E M&3>+5&/P'8.85-DB!^L2]W#2.U#9!T_B)M$:(VL(!4Q<99#BKA\.RWL\M'A>/+\]0"<6NIAJZ-*

*(1?/OPK(NR[L>]EHUYNOU!^N!UW1]1#L.?\.-<%[JBU?MOVEG)$.]?[_6K(G?Q6^E-2L#)9O%M[/GY;FDRSU(6 UX*2!F1Z#(U>VU5/H5 M(%5+?5`;]1*B<[7XF!F]#>-*3W_8\?*

*^)@KN*9]//P"SR'K@[GSA6/C,BG%8 MSU\8H_X-HWRHZN*,G6>[,/3+G?"##$,VN>\ON\ST083=0OPR,9LO1+@CWX-1 M?:,_$=5U^%HVA:\G?_\GL0G]5?/;Z+|^:G"G5>GK5-*

@P#N(8<8QD<=]Q?H MS=XP:RW(>=$$Y$DAMPD$G"3[C%W>IWFJ9;9D1XH7,I7>B*X=@A1(K/&%0+EU- MM>TYSB=VG1A62>2*Z"-2R)$[\"T?

JIC\C%B+V+BA==GBC&O!^E$+M\@7#Z]4 M1=2(D.+(IR7\9$?KRH#9\7BUAXI;US\6HH8JF$=A,@YE-(K]&R.IXFQ W1 MM3W]RAI(H?O:$

MBOI@<#C1XKCIE^O1_26STM!/D)T@0%Z/=;ULFNL?4]X\H_T%_2"(7_=Z-+/];UH--_M]HD*ARU?5;)^8P.95QQPL.LMSV36'IA !.9_[*;G(;N)1[?R]@3>"3E;.M>A M@E*XT*

*<="S(CVIFE$-AR2H95SC8)8#+R[&8AIFR3(@=RNIK8),>R*8D6C,1-1 M]#,+#W8Z)2;?..HW#90H *]%.\2)2=S:Y*AU>?;*TKU3TU%T*D1.I=X(A)8*.MOH4.*

*[(!B!S7[#BIXI0^B*EL_41OIO*!\^JI_(Y46&5*92? -VK5[]B^NFM2N-M/U-]M-0KL)B1I\5A[+$03]3WN)TCP[19FP+!?0 &E+M*0UFRP)FH1XALDH^G MC[6$>)P!5CELR*

*N!S8.5DV0P12 >?XM2(B=0BJU?'1DV-.Y0(BRQSOV#ZV?<9"H"1.^KCZJI9@$'F=PRB\IF M<@9K$'KHB2RIF!)O>VI&KXJ':S/]6<8^9D6HY2]N\U]M9]^@4)*R/L?W@E;*

MFHKJ/Y_<.-K#6EM&G?G19I:;%\)^N&J7K#H:S6FK(D1GQL"8$.DBG?/67;-MSQN5.XF&9V49(%.HSL%ZCAEF\-YEY%(1H/9)IB)Y^]!',LHD M\DYR&S3$#.CM8;*

*]^4,6+SK9(//,7XO4S_&RCA$'$,X>O.V?=NNN>7**$I&+D-]A>M*<+<+OO5I^?);8Z$Y^/1^"})ND\%/|8FW_)'@UTX11FR#]@&2P:/ALX(-VN1 M&R!P*)WY45A/!+1"2YP!+*

*^+WV8=J+QG]G3MF>5???I9^F'GX*M(?W$O[" P%_S#F*#^HOG?F*;Q MP$DA6Q]3$V0^1.E:0C2.-@YMM-3_KLXIB\R4:!(/F]\CC>LN"\OEMV4KO#) M59X3=504\W CIRHGI?*

*U!\\EL5;DK?K)#H) T BN//-_5N[OJ"8-R,ZW*S(?`M$+CG1=7GE8T>L-S>..X,U*+&B=QF&DUN*5$[9.D)6L&M@II,7K=". M?C?;.##UZ3S3OZM#]$%3KF]!.>B+S6PX73[SI:L-*

XKSJ5+Z!K>G,7T9,B,KM M-YS=%ISVNC+_Y/=F1M/)E>A@V6G.5]-NCQTP(,,VZ>?DJH6H5,1QC(N"$@23Z MQ@VWL8SMQHKW9>[T!>(OAGW#A:I$1]?&[Y]>J#KF$Y_O)Z\GE.*

*(IZGRB-8PTVV_IU]YWNJ8CB&KL MF^/DT] K0NK<;-'; SIM F+$2J@D5LZ"%X>L,8*FAPB:6 ICRB8PDP(3@S)> MF_=;I-I"@.U9C:(TH/CIT1. 1;W:NMRLQ%@#*EDF^A.?*

W.6\!2JW5Y8@S, M+3(([<1YDA.$5;_G3^_LF 4&SL%TC07[T$OL9+] /;.^CX0/ K(G"ZU \<) MJO-&^)KG(D()I)++#6[B24B#:M$FJ?#5B# XT$,GT:\R7OHT"BQZ8"O/W3F8

*MEV]+.:IZI#8*RZP8UJF??PNVI(3!+KJ'!W40>!TPF*$O'#N^.-H'1A^?G?T0EE MH<%B95]NP=?[':U1\ ,3EM"THSOAH:2I]DY+,:CCT.H*QHLNH3IS(1=N(C"\C M49I[><;"UD(8$3'H4]I*

HW5[MQ2RF^_1;X1@E@:.U=X=7\R%]/.:M@2)M(/<7-6+2=B?'=DPL# MS(E;#K[96(Q6HGCL'1#^@7_3C=_M7B8^+04D@$F M>6M98U>[&@=8)<8FTYVLD2V=5\JZI8B0KI9!

*<(A)C3.OH;/Z< MT]Q%"OF7NIEMXQ_4S4AO^ZT?$3W_>K9Y@?F[+,U&UP5N2<1UGK8EW- 2]=D[M9*G/=Z*^TCXZGG4=U;-A-/AP>S OND^23+,D/Q _>7BVS\<,3)2@4QDKRCOO*

*M_^GFOG[G=N/7"P$S=*8(-S3NU549)480)@MR/H-IZ<6O^1O+=#=^>3#ID#!P M7O%GS DW-;\G3ECU[D2MABN\@ODU?&9\WK2X.OKDSURQHKB*82X#.]S92R#H-*

M<)$+/3<1{(>]ED*\T$B^@:A/"C&7<,BTD"YZZI^^W\@,]-?-+^ 8CGB@Q3+ MNS]%L3SX^13+;|:!@>U>7OQ:V'HE66`-=: N>($:^[R14X[5K2$]S5 MG/=UB%_MGN,^.WUOG$?

*37)OC>S;77S"4WV*F,,=SGO/-JZFI*A&1MN(:<4)@ MR2V=A)B5N)6TSOB+D50QL=N)OP:T",,"VGE!=^2_ES_%AYW$8X@Q+K65!:KM- MXPHI)(8T.LQ$=A@^,=?4T=+WOWO+KP%-*

*41OV)"2;UHW_6A?Ql4TMUN+I9'% M]T+8S+ FIFI:9AHN*C(P*JR-2QMNED+FPYT,>\O5\AP5AQ1>B A.\"#H>HY@ M3.,DL?TZH1EI5@=+R$>*?DJZ?$!*<;!"(Y(]JG=?8U*A8@U<-*

VS&2-'+8Z^, M92_WD/>[/*M&0G:@H>.."!KJFP__X'?@*EZN=^DD/@S/DKE(&)@8Y4#PUA/1^&KSMU;U4-Z5SS MN\L0_>.L;1Y/=IVCJBQ_>*,'ABV\HW"=DW*CE.Q1S M-*

83+2R>S@.P1)$++F8T|ULHM@"96.8X03TF8"E&4H16;O(UP^%/LE/6.KA/RB=QHD&A85YG#R^7-#@O>D>?1@&! M@P'Y/N {JQU^1AS'4;]MMVL49UL&9$?!\"NL.

*{D!-5%;6V5(MZP/X6;?I$*9 M2,D($Y9=/G&@*X&3CWEHBD(L'P2#)>I$XXL;IG19/"^*^SYR:FDLR?1K 9ES;*

MK4C8IAJR>W.I<]>FKF6]_KLO)V9%WUFNT+))>1:/),K$30Q9Q&\/N7Q#]_= MM%]"9-PX;IAFI=V'V!+>,6\HS$6YFO.R@%SFM(QLR)?6UY-.H M1N\8&NOQ7"2P?6;DFW S"?*

*H$\9A1VK!FOE('-(ABGH;IED($U(2^NSN2FAZL M&PN_7]>+U$>TQ'#7!2@;S!K.]E\`7B\CP#*1VU,Y.?-GGMA.5)0S:5*M&J M^FP#BSOBV >>I]W1#;NFST+8"*

],ED$2F"UL$9_0^,YJR9JF\S4.N-*[M">T MI:(\,7C>(6=W.#N19SVNF9_(T/\"*O,)M1WR&[6=,Q-J.Y3LMR1^\|_FWL_ MI,%> ^-D:]-W_H<$N,PV;%D:-(,H(_.'^A3V$#-/-

*!;UF#=;)'>Q6RO?P$&KXF1'MP CB*")"'E$;TJ1K# A_D$+N)*5NZTH% M16L&*]K4HRACN!C3_V8&T638,I*>Y7&]_= _RB\\.W15?]&W#NC+/_RVBG[[] M^?OYH33/_W=&:Y8+/&*T!-*

*KU'_=?E?23;7SX3/;,"0=@9W1L9GC)IH%N/V,ZM [$M $'8],1+,?;-#$W8CZH?O'F-MR*Z41UQ]]^^M%DN3CU_\8JK/QIF+%]HTHW1WFO+'_2G7G]W8Q^I:A%/)(H#90*

M0W;.6UO$. ^8R@L@"+.20%,B-RMFLH9KB^[?S/4B/8"^!?3G-4'N^Z1H?!^]= M.&W8/J C6J*$B1/',-=HT;!,.+N!^8U5_.;3O*/M?:EM^I-*

ZLM74A.),J9B(C(4\9'FKX$!Y2_R>RO|R/.3V MK?&0CO1*S*)0#P%6AU@IE'D!8Z!..77!QH=5/X1<'ZEA(9&UV_:.1\.UU0.5'(0@YSO&AT/L'L03U) 59. MCX,#OVQ.82N%?

@5Q+.^<)W$00:+[OT0ARA%DY-&86QR&:^90#+)=LA#LZ<++E7W<_/FR:%K >&;;BEPVSL9NO1KX^*S[_?=",543:!EVO#?GGF M<+CEYLO<>,62"AJCODSRLZ^6^]Y7QT$/.G4@'{@

*M%*I6P\HZ%86T))[!M8[6 0S+A,#-@=<,GDO.@NYB#]?WQW^W#^]+ RKK.=]Z M:.6_*XOUU:M!_|^SRK5?G'W.9QME1FYXF+EH#??GC)R(?& EHD@"%2N=9HJ. MD*T?*

4]%4V'TK7&MM8 4?X6"R.=AO?-F3[5(|%A^361A/?\|&#EMP3BT6>)V+QP=E&V8;4@7F"N<3LBX\RR0]R\'" 7+5)VL#Z\5> 33;N*

*MSBCJ.8_P3TJP4F@@RA;G6%6Q^B$GM0PUK2>D'OS8;] M*CQ52,%49$_/]/DI_ZX0N "4RS*_Z&9Q:S^;@[(S(IHTZP\;\8&Z"=H)!0"PX*

*M(&SB>RDF=3[TRM(13'^`"OAW,V55FEQ/;PE*4Y 0U$*]U9('TR$_DMC5K$SQ M*N!V^*OLE+,,F4FR2*R/&(XNDH!.%@RPHG]#9-CH8G'QQ%E7"TOW--AD,8$1 M\KNMS*^*

*F:;9PH++HA25#KEVF\]FM5"RX$ &(T@ZN7`W,/Z(7BH*B2+/HH\ M4":#"+@W98_5/5;/O^@[,_M\K \Z7_;;=$%G44!%X]/CU^-%7)-DWX<;^69*

*M8=A]+Q^_75@"]I\UV)Z+*J;^@GL.1P0F+2A; A08:8,I$[_6"&]K,LU/CRK6 MJ(7VP\9),8R?R@>^Y6KT?YH_([01_T'+'WAO0C\7>-LG7/FGJ2;QZ6^=T=-J*

*M!3.99C:N+8=S'(SUM!Q1]@A!"_ U UEDRLD=P?5I]DH=]HESBFRBY@&"3W M1-;R.2K;'DIR.!,HC%@&.HE(_=E&TR*3!)/>]SU_Z\D-P![UX4E4#->FR?)2 MR.6>+S^ TLX(W*

*1^GEU'2A;4QNY$/IX)M%>_H(IU&?!/BT9GAY%KO0XD8)(_M4>/Z=V:(,Q.P]+ORG@7@OA[G+I7UQ'7CO:R%(9K;WRZD_Q\@'/'F?N?6VH/C+

N25:A\&=5R;Z0ZL=UIC 9FY>VV46?!&XF4M@>/--_M!V57&Q.=?C!W(]0 ;7#][!&])E;0$\9<>$@?NSE$>>M4" $V5CPOWI],BMT7G[7 M\C&0((<10EWP%(FGP[U&Y7!$&>D)H)
(FAZWY*%N(D44E M/Z;>59_F=VTA\;TZ=M?XWRW66DX%U;_[ZKZVG<\ACNKXB#+R84=6JX&VJ2YN)D-?LXM-2,QFHGM$*[*N M>L.!\<2$(+^1,"FA2T;J$3XF>@^:UL!62(AY0 5$XH7D!/#"S!D&#PTMT)V(MP])2O"Q%C*Z] 83B&'TE6$G_M5S;DK5]%/+G#Y1?!$^]7-K=EM9R1(;NH5^_M]"GG/FQU,\,CD!,QERZL6SSSO>+$%P6)RC$IR'G8S+=-VXQVXJZ]
SNMD0@W-MB,YA/N6C,@Q=EFT7N(!A8#P-D[9KS,AC57#JX^;2D?I43@*H".1+Q#DFA4$ MZ,-8+47$_(__-HL%'N9,'7|/3+IE]*!=I8#KO@/:^%YYE&7MEV+ MR#M1 E<9[;+ ^UA7V-UZR D^!9='O"9#=T3W"O.C*6$)HJ?2[6*#8$(\]0PP M7*!"7X&Y5##RQ\.>-1C+Z3%WDVPWNR-*>[@W0L-WNJ8-8NW3] ^7KD'34"6, M(?,0_XSS*SMGV=0Z6*>'3Q';.HQ?N-
!T*$T^O9M0^"-=P_+4=?SZY_FSQ/D M:7\MKG:T6)T18A:\;*0T>]3T/GY@&&[%HH^ZUG=V7]A"[#=[":7T1/^GBNL- M[G<\ZPOVU2RLX0G:+38GOHSH+\O),>AQB7:T-'IK,^\&."LT?
J7+K7E/%9_+ MB>@.6@PV6%#2>BR=2[P5>_/V78DAS;GS1"UJP+'%KS4$0$\];'=8%]+TH=P M08-:=") >^&0W@NDN% HAJ?:!#Z";*.FVW!+ MD'WL#T$Y_P]!-ETO[6666]
JA@T5Y0N64^_\ 0>P D:+9W-1.1OJ%NK/S ^\FO+ M[!\Q%[IX2C,Y(+((!P*3S2+ ^]3H42B"#IM>X4IH:,5Y1KG:WKE)W\V=-RWX2M=$\O,) M I5WO^FUPP1*3W:O;B3NR?
%6>Y8D*)DKAUTB\(/Z"DKY>$L+ZC."C*> '01# MDQI,*[H!7X0NH 37Y; 0Z":CA5*-7OY5, _-F>89Q9'[^.]WQ&?.LLERO MMO_#DBENNEH'TV>N6NBP9D&6=B*E#(@%;E8'(5T?>,3?
KW([3G"R(1I9CHH5/V_2Q678SNYMQ.%QG@W/.FL3"DA>*'68+/$ H=FPW MA1*+F<__&P[]BB*1IZA\;;3CC]S)1B^<=/T26O5A+2U ->W3;PX 6PN"4U#H+
M9KBFCG2;8$P7Y2&7+(1G*5EC-;04G"<(G:4,,"V*4CE'.-WY#>7EP")[M116/GZ3:,3M2V/#1SIH;#VLF=U:=/&T3>,SVC,.D.?)Y<_|*F>/VEQ6P;5ILW(MC'#IWY#1#5BHX3;F:Q
9[F[EYS5F15P6MPN'1:.]#H34?6\R0H4ARYYV:\0 MP[PBFV)N2.QO^6S%74;JC((I{1JG03YO@?ZMBQY=,9NK+|2R:.D| '#PNKW!- MS7$G&ZJ?.OYIP%,6MI,@?
L2EH1[G;1HI=NW#CUJCN=E4*RP" Z'L%^*R@YDR M#W]%K-F'M:*LXWG]84<@.5MMC6]UWA=&$((8\)D!F,DUKHAJ@N1.?Z[]?K-C
M>/$,.T]\7T/^T^[)WYQ0208B/Q1W%U'1=3^^>P5PD.=DPE=ZS(V][>M9![^VJB2!],TY>B] M7,N77 Y_(/H,FN((1B<"=_-]2AS0YUF"T\"E[6'?>.X _$YW^NY?T?L]V.>0UN&-,U5N+-
&">!_T+\(AWC&YV\]@OQ MBZ>;RK)ONG5A_\S1@]$&4G[?M8P7+DA.A6D955[+V M[]*@54MG0MX|=YG6<,]G-,5_DM \ISY67#[K'9FK_P7=UL^:,[GH;GIT],.# MX3OMOL&HV7-
0]WD@_T /WIDQ=TU(V0XJ2?.!"*8EAYFVJ9IC%&YR1I8<9NCR M:*QI"NM##70O9###0JK[AJ+D.^]IY3M,@!VA$FAS7XTHWJ0TSC4/WX85<9(D6F M+!4K(#.@Z@\UP;ZX?
K!*#,\!V3M0/5Y?U2Y6"EM4'FCT5G[\+3V1"\]\]B MQ=T=N*RN?O7'#G-,F\;HW0<>A2_?8GG!B:"1,K-Y85?0A*?9KN%*,"P,(KJB M,8\\3ZG0/2&7IP>WGR!%Y2T.Y&\|0+| M4]
(0U".D1%2%;+f\UO6BV+540PY+&!ZBMLN\CS_E8_1(L'>6VY-*QTD1M5 MG"V+,S<+V,]U62D)J6MB#OBO2 DY-S>!==^S%GUZ$#P&VQ0QVDEMRK*[T ;
M1=$[`18+R*X*CX\CHN0P&)5-T3-#'WZN%I#@BJA]1?=9]RTXB:OU2!V<_ Y, MS "K;7G?L>+W@15F?4L3!P*JG[P=O97XI2VTV$26]@Z>/%U;
MO(@VW(U\UZ+VQ9T=5UQO<7W+;%#[F?(%[G^P RI_YA1(Z1?I=V))LHT #B-MH804<9M6(!3/VA>UMIZJ Y21T?VD? $;E*\47UGWK26>FVDWMN^T*CJV^.2CSI\,IH@B?IW
.&"6+T"V(FHP7>\WP^*1&1C!Y6%GMG,[JD M(X*V3Z:D.3>&SM_*/^C3M'S_:UJ7QNI5O-4?RB<%V -#"=@"C4 =+:.&MK 0; MXOQ"!QF..XS=]9=#6\<>0,\#.EK=9E<3%:.^?I3VHC?
6WC $-/JU:$VMRI,Z) M+O6PM*]!)(4+Y,-)B(S\@AVF[0F)C.I*U(7]U O.BR4AA<,MT8TQHT)A>P;^ M7B4-2!*E8S>QMO\G%^#?^&(2O#EH[DS>U(;WSU4?DGS;
<@^;:UH@IV)U3N@ M8T/YQ$'OTM)7Q6$SDX:1>%+0$#19QY3"$ 1W&IM-;%T7C,=^'(*2Z\7$W!=C M4@]6?SX+]Q/]D'YIHJS;;R;*UQ/,^D39AL],E/VYCP+5;=Q3WTM'K;]7Q'8;
M):O^4 %'_#XXE]% G=Q62)_9[B[\ M,V3E(]_N5(,SI^EJB_H6/(.0@95,RZ]\|)Z/I6X9E6D^_]'SL MJ)&3:S19=`W4"C*'CIN;H./ 16M:E&^^O0V1CA@+OU_L,(P8!%.[.0H$(C&-
M4TY"#&MW*^Y= 6(NA;$HLD>O'CWJDM4IH_L!#<,5@@GW%"4^RVS]JPG_O U&?C3.U,N%.(Q>YI$4M\YV^]N+V.HF6M T$ M"2O?
8"^^K9CU=B\U,.RE%$_AD0]+3&1,"OS71!IC*0)W\|\-7?"%XK6OS\>] M^H+%1XDP?4%:WS#67W? 9?V!]%,?-!U>9LAJW5V-;I\E;GK<'[(1Z>PF$(:L M#0(S$IYA.$*Z=)4((Q5M0
M%[3B"RF9S/L%+F.[/&GK#__<[- EF@AO1+M8\W^0$[HWP2\]3V1"\]\]B MQ=T=N*RN?O7'#G-,F\;HW0<>A2_?8GG!B:"1,K-Y85?0A*?9KN%*,"P,(KJB M,8\\3ZG0/2&7IP>WGR!%Y2T.Y&\|0+| M4]
M5C(&05W/22F]=;&Q\\0CB8C###S3"]JB$S;Q7,T68& E.0P =$O3MYXU^^Y'(+ MC-#-NE (-N1.I1P8:/GK;>]_WY?3IPQJ51##0PV[!89[\\22W_KR5(4O?S"F
M9IGWGWASP=X<#%=):GM0K"4;>-3XJ,/-L*[5@586R;W@ G2,#V!R=W.GC3P$ M@^:!\']FJ) 6ZH5;-]L309I3Y7UFH%70?9ADQ$M!_E,=-KY/,%]Y\4NC,3GA5D M>KQ=N6^Q$'$G$MX
_B0IV"7!I"4^_,6DX.=U_]Y^NTZ M,1 VE032MSUCGNS M+KJZ6]>3T&H8 D.B$*^SUC)+26)/-MZ0]XP4882DK(!0I_.5G!3O*4:F"!= M#5&ENX$02E4L/,:_?7>RX-
ZJK$SZT@>$*$[Z"X1,Z7O9."H0>?;0'S+<.GN M8@E#T@3' KU4T5O1E4*+2I\OO7UG+IPC7QYN,I0ZX*0-^1G+_TZ@B.<_50Y M#4*I_71:;7@^VG@%5\W$ JG!*N 5+DY@/J",?
Q/3O<%P.W6 /2BWG+=1;C(MK*?8@0_@4=1U\$T6T[C)^;Y1X-,PWT8$&]TCX_%D> ;&.98@\!EUDTU3X"M9 M>:Y%E"YA=<;U&15O;BWZ.%7X=>D=Z1UH6MO\<9
M>E&4#"\];MJ<;[99#NL&5PAZ6Z$'#98O#F^>TK9[!$45&W*@+-=N$HLC!9\ M1;N:O@B(DY*F0*-!W,,;A-:[(<%B8_CHCEW+8H)3WN+51T=]5%]SU#!'2T
M"4ET$V0SR^^1LMX"";V#("9+05EUK^:)N;6S1HT ;I0?U1?R)1$8^(67>WP MC?BGH|RH<)2#_\E1QD@.A_4Y=0_K$=.II7WTZP)],?F:ZV2P:U',&T1Z/V*
M#2O&AY1C:6Y6:'A/%Z2*1#ER2FN9,HAT>QL>7Q 7S#2<!,U&_0OJ.?B9PR8DRGW<6A5\NZW]:N_*K@EN5\Y_L9WO6P,3W^U=7
M,^TL7F[%=BT1#"]YT4J;6W*E&=7QX*^&MOL>^\[>M*5AW+G)ZXU8.(HSM#P M.Z+S\]KG"[3K9)8CSU\K)?8D4W#@^KH"]O@!E,
MB7VS)OC2(5J>P5NA'):P(@7%PPG<=$SK'_[NBO^ME/C/F0=1MT?3;= M*-HPK^IZF?F<0\'7[;,0$[JU%V[I03_HG#X-UK46JW/M\&?VO {4]-
\"M,Q#U/8QRZ9D'-4Z=S(ZGNEH2+0%=]@^3P+1+ #2HNW M-L>79L4F&*V96V%Z^PIUP;*P+7.AZ3,E$1;ZQL=)'MK426DAC/+5:&X#7P^1? _/Q)=85XH
M0'.7D+M#TD(>E+U_9U9\]#T^?DPPJ*]I_C\8!V9815%'1'9I M!^((U(OBP="FKSF74"AGH>; MLFK2X3%&]G4Y;&1O?TO(RMX^7V>A-#%0l.E!!,2T-
<$Y!A,$>V6R&9KR1R02@0_PPA"E! M1K+"> VZV_GR=5#FL @@*=.GG#A@^VUYI8HT6=-V<+8<=.DW]0"G@.VVAW>@& MNHK@ [.0N:#@Y""64EBDH2V]FPUN1[#[1>;6ZL0L8?
6G'I*K+58.N5FIQR@,_MLWE=3FQXR=R&K76=Z MX*S@)K@4XY;(BTC]729G9H M50^0 ZF!CT$;T)QKP5CD/?.&S\Z;R/6SYD?[!*VBQ5=1?
9NU7=4]Q^=![K[!#^!GJ=5B]3T39@G="Y;%H2NA&#E_MX2IS&Q*=598>CP6V0"!O,23(9O1?U GO7T2< -)\5KK;7SDHI:[Z$^>+UH0,_ MFI\16GPXL-5MZ=6+V&51?
[!H_:|CO^S^)'KEC@D'^,3VZ+NTZ M,1 VE032MSUCGNS M+KJZ6]>3T&H8 D.B$*^SUC)+26)/-MZ0]XP4882DK([0I_.5G!3O*4:F"!= M#5&ENX$02E4L/,:_?7>RX-
ZJK$SZT@>$*$[Z"X1,Z7O9."H0>?;0'S+<.GN MW8DE

*MV7L)]DYS_49/";4JO%/@!3\QX.[>GDW5_(_WEY^,S"<)CU#FS+:,3;:3?'J MRR/-<3L_.1?);=NA^H2DT1VV8];K8|@5]:&KG5Y5F%[3:-VA3T!|L;T!A)#4 MDMXW5CIV2[H<[|\ 3DE\8BR?!04CS](=2@,##5TZUDFG?"X5A7"0#NB>K)HW M?@ES,6":.&+03.6K-.QXKOYD6^ 6?3A7!D"[*ZN&N_B9^]OW0415XMU>W,)Y8 M\E"5F^$_A=OP1-AF7#SW7'3)%CK9.7H<=X2RR/NC^ Q?]=S'#6+#MW08%62?P M|RGV'YZV'O)S$[B.J3?0(_M5B]7>2,>#&)2)03NH&ZKXE/?>ID\3F!,.OHL& M4*W_:#9BIOS3?=LQ\C-4(0]O3~W_WZY*+[=.!8SK\[QV:'3)79 M^7Q9D\#3UARS*G9THUGS*G9THUGS\5=LB,MYLY,KMQ9N5_OAC M,8-U__19%K5)$+WD\\WD_V.I[4L)43>XE].K3@-#T=VUI,Y89KA7_T(_VV OI_;1'- MYGTU-*=? ??ROP'JA9'-[E) /873*=@3+I59_4=:28T==YHI Y1U3>32C.TX M7'TZ#,G'\A*K14+H.Q#A*)G&YJH!BSB0Z#!3,.]#|&[()&(UL MVKM7RE#LS2TI_-OZT0DRN7MOCOG1 W.]P5?NKTU:S58X\SO8SR90+]+L+=@O M3I N2,]F',PI*)BS)G658'?=5C!=5=7B6R?7@XP^3L6I+QC\UF=V)4",6C M7$@'S#/OHXZ,?U:#\;=E(';?28G:,F,ZR'[ZOLYD MW+3\9;W=J4>29/@8HHL8G=D_^3\+B#E/ZWJP MK%XV#E9##^IKJ_V"\Y7FE/#Q5QEB4$2HQ#/IT|H; %?P$% (B^,K^5EB4)*(M2Z7M8]":VO[XOL"_B'VU'[9QS^0,;~Z"#:L5VZB=MW)V%[X*PB72"4[Q7HUZ M8V6!74+SP&-[90H,Y'I;E+[PD3;=#!H3PBQKC(%D#&0$#YF*

&",+U4,@:07&8A U-@&+Q 8N M%X,"IX0Z;>NIBE4F>5_W>-W$("[Q^-'85%$(D;[9PI?]}\GZKS_VP&9@1K1> M>)0;G@$$_KA"23M8-SP=RB1"$#C1:PPBO??=KG+N$NXYBQ^]BR+SA*;8*'"MXK#*R7@1-YQW-?-H1]F(N4'6= M, 0LX:N>6F,?^U<W@=,>,Z@=G;QL!V*XM3\/C98M!H=#* M0S_^(_A]7Z)O=0[M23!',R#D$8"Q[#\\%,0^^-Q7QX/_X7,_ 9'I>;CT>VE7L1;'MA?)285U)5I+|[=.!8SK\[QV:'3)79 M^7Q9D\#3UARS*G9THUGS\5=LB,MYLY,KMQ9N5_OAC M,8-U__19%K5)$+WD\\WD_V.I[4L)43>XE].K3@-#T=VUI,Y89KA7_T(_VV OI_;1'- MYGTU-*=? ??ROP'JA9'-[E) /873*=@3+I59_4=:28T==YHI Y1U3>32C.TX M7'TZ#,G'\A*K14+H.Q#A*)G&YJH!BSB0Z#!3,.]#|&[()&(UL MVKM7RE#LS2TI_-OZT0DRN7MOCOG1 W.]P5?NKTU:S58X\SO8SR90+]+L+=@O M3I N2,]F',PI*)BS)G658'?=5C!=5=7B6R?7@XP^3L6I+QC\UF=V)4",6C M7$@'S#/OHXZ,?U:#\;=E(';?28G:,F,ZR'[ZOLYD MW+3\9;W=J4>29/@8HHL8G=D_^3\+B#E/ZWJP MK%XV#E9##^IKJ_V"\Y7FE/#Q5QEB4$2HQ#/IT|H; %?P$% (B^,K^5EB4)*(M2Z7M8]":VO[XOL"_B'VU'[9QS^0,;~Z"#:L5VZB=MW)V%[X*PB72"4[Q7HUZ M8V6!74+SP&-[90H,Y'I;E+[PD3;=#!H3PBQKC(%D#&0$#YF*

&",+U4,@:07&8A U-@&+Q 8N M%X,"IX0Z;>NIBE4F>5_W>-W$("[Q^-'85%$(D;[9PI?]}\GZKS_VP&9@1K1> M>)0;G@$$_KA"23M8-SP=RB1"$#C1:PPBO??=KG+N$NXYBQ^]BR+SA*;8*'"MXK#*R7@1-YQW-?-H1]F(N4'6= M, 0LX:N>6F,?^U<W@=,>,Z@=G;QL!V*XM3\/C98M!H=#* M0S_^(_A]7Z)O=0[M23!',R#D$8"Q[#\\%,0^^-Q7QX/_X7,_ 9'I>;CT>VE7L1;'MA?)285U)5I*+|[=.!8SK\[QV:'3)79 M^7Q9D\#3UARS*G9THUGS\5=LB,MYLY,KMQ9N5_OAC M,8-U__19%K5)$+WD\\WD_V.I[4L)43>XE].K3@-#T=VUI,Y89KA7_T(_VV OI_;1'- MYGTU-*=? ??ROP'JA9'-[E) /873*=@3+I59_4=:28T==YHI Y1U3>32C.TX M7'TZ#,G'\A*K14+H.Q#A*)G&YJH!BSB0Z#!3,.]#|&[()&(UL MVKM7RE#LS2TI_-OZT0DRN7MOCOG1 W.]P5?NKTU:S58X\SO8SR90+]+L+=@O M3I N2,]F',PI*)BS)G658'?=5C!=5=7B6R?7@XP^3L6I+QC\UF=V)4",6C M7$@'S#/OHXZ,?U:#\;=E(';?28G:,F,ZR'[ZOLYD MW+3\9;W=J4>29/@8HHL8G=D_^3\+B#E/ZWJP MK%XV#E9##^IKJ_V"\Y7FE/#Q5QEB4$2HQ#/IT|H; %?P$% (B^,K^5EB4)*(M2Z7M8]":VO[XOL"_B'VU'[9QS^0,;~Z"#:L5VZB=MW)V%[X*PB72"4[Q7HUZ M8V6!74+SP&-[90H,Y'I;E+[PD3;=#!H3PBQKC(%D#&0$#YF*

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MBTCU)VIEI6N8;6FH:EKR%0O9%9.%[`X/E#>6;C"6;KZ]M/%N5 (#]Q%V=PYH-M32B&#@MA)YL$]8N&'A9NT>FT;),.G""V=HU]!0T:.5L#'Q9-CG_U20R""]P MX#%R&?VR[U_%SQK"TI3+!3$[:AMG+ ?O5(GQ#33@IUQI=LZ<-$7!"(\2S$I5 MGAY!P\D"MB\>F22;J.Y^'O33H)V@&&_MDN/IZ/NOMTC RO'14#!> GHM*=YMC57J9O+$Y%/KX+L,*!Y8)HHW',!.HZ;:N/?=GR/H5>[%WP=JL;Q6,PHRU]^B M1\Z\=#-PN,Y")9(EZQ2F:?@<?M^I6LR,EGV^QZ5[?C,89-,)4T)GKAM4* QN M\X)6"F%'E5YJUFL@OA,3KYYDM%;`H157*U\N73[NR.1#5,BSXN3Q'=&OMY(`M6N8:N$I^MGID"-D- :6*:2ON1>YL2/RA_5'F8?85Z$/(6R)'U'1=M<';<53M6VJR<3'N.E=RD,U[YMNV8@AC)SXB'V/#+.,CN/@**$M[(6Z^=T9V,W%,-6J M,XGE+=@+*$E\UYOU_,B/^]V2 _V& -N@DQF340=OI0VA2O58*PFG\C?K-,0 M%IGN>_2H#+L+.BV(;CFPSCS)[Z+%HT?8?1@[@!V.H3A89'W,W,/D(YFA$$O MMZW-C{{A^+;$:Y-6EG3O9!G8F<5&00BWUORD_FBUW$Y)[L4I>U6]^7-R^U M4/;,GR'A%)SV2)!086QCLS2ER*@6_/)GME.E4,S^]\#137H%BU%>_TD(*_MDI-_R\S:WC!&CV"F^\6)<8X*FG9X<>BHX^%H'P>T+/=(:Z7[_%?<7Y1BJ;3;MCR4+YO;*7;@1U/OQ>R9E@52*/ST_]KOT\L%%&-0&&:HEL_7=.A\-WR MN3O?]8/5S)%$7D_H1P^5OWUPU8GC4H?=A&N^OC MF7X$A3-XZR#M%|^TAM=5.')#"':LRLK^W'7.9;O_R4OHL-N(%,.;8SC[!* M9B+FPQO\BSB8F&FJB* 3>Q5ON:VCX&1I7SYR+%AC%D3] SRJ8Y+W7+GL^O3J;0!4S!@:&.@NVR).H#HT5+SK0])XR M?ALE8+/WP^]A\D52!S1%P#&A.[7F.+.21(T]NK1?6BD#,.9[:*LVFJ;%'(<_=:M&-@_3J,KE9@YFT[]M:R+B%Y/J_\O6(/15R>0O.8IGKD4)866>M(&M'D$;P97$-+(2DJ&FM(NO^QZHU MY59%=CHT1$E!G:W%,/$*\>_,2U?2B9K6)]>'H.AA$7R=T=R6\W'KOY>D=3,'M<=8UIZI'=EKGQ"67%VV[TH77DV02^P4R.77%1P* MMD:O\H^C:5,LS"S4*{\=O"M_!-XJ?X%WW\^<(X_/=OY=>AQ&5$0RGNY7_X=_MN9-U]OY6=Z)GM6:)_>R \J1^)ZQ M\?5=AE$5!P5PNYR#3@/22J4,.W6C__*76B7-\@@W+A /?>HX=;5<7=_W'(D M&4RK)))SE2\G=6FFA2G3GR%$43Z:)E\[P)?;#..FX^#T@'NB8""$Q5*9$KZZ M'6&?BM0NJS."($?(D;N=B.43%(D3#/K^-EKD=,FN$2)1HTXU;6_\$M4@7]! MD9 !,Q(/.J4)RU<9]AE\MXA@Y],H[\Q 9LN8L?/B3TJZR MV@_A]$*!]\AN&>V,$*+H*_T22!.\^![X^&:B.FWHFS83UJ4_G,;&">Q(IR MOHB)U4VKKBU(!\K.??\^;?[H@W(*WYO$=6><;Y\DG_% MUM LX]SCF"A?[7$TTCW-U8TC<$TMNZP=5@FB-4?QE5?S)N*4UE)'A2]VK$M=1P..%'E6Q?E=U@WK9L0^K#DFE=B7GD[|""*.R&90@?[$%O'$NXHK5I3 MZ@0O2G?2[NY4;>%)[FNWO2VI[D/BM-$: WR&!,.]&XT4KH*>><#K0U:Q?@O-PMWO"AN_O#XY&UMMJG @>XCY_K\U*CYED+I8>)(KPC;RF<+=EEPQZ4[&-NJ1.R. M6K3/R73-T[3=1$$)E.DMC92F(_A=5%H4OBSKNYV#??HV;L1_M-U+=?!N9O\M'UZ)^34A3,FOH+=Z45'S@V>#FH1IX#;.7H!>T]*7K:B=VH=)Y(PQB"PA+,8) M;=]TQ1[>KVQ.5QC \SWY RA/Y94!NVVB)1?'[1<$4)UWS;MHD!Y0SP/&91EQ M8AE>CWS2\;.]4"U2$/2Z.8XV_,8PS["WE)WJ 76 G!Z6"-QI9S23M_N/G] M=V=FG9$G-TXY)A:T@I.MO S|SS2;_W]8\OIY;-KK8=-06H*\O-88GFLLA,D/MP^=2F54(>I.&X#Y\%]TE(!G*+;+H>SQ'I_3_7]^@ICI :4"%4&]QY5B M'Y"DB%,EI>'!BM5FPQ$]H[Q\GU4760X3BB"B"EN3+OU&IG/NYT2Q3=^9 M+2]V=[T=/F-H8D!'L!T5;],//2MZ0M)P[1G(L^>)_RFV;2G)^K/>%MM^"![M M=RCN$#A!$N3XD\ZQ?]/,,_;^,I_[:YU^9^OBI[C6C@6IK0X|#/UYH?S-T(O7_#C),W7YG*^G!SN&+^6_SBRQ!,T3?^><:.I74O/P9/!:&UPZFI&7F+5 M6\G)/KV5M\H-.@O9BJ(L+_$$ZW6|SCG?4QB@'T,A"D91[K'=K24?NA.[^1=[MBNC&U]=Z-!Y>$7 /Z_^$RQPOE&1=.B&KV7AY*VWH=-QZM5'DZ%=K%L31>H;N.I0IG5W7C1V<)88O2 M*0KW6?8&>(K#P,R3*3/H1+B4J+*;*ML?8>5:(2V?6,H6)L_10-WI)&J;PA+^$0+XYK6 MQ<7$K8DUX+CT-A!#ZOU54DBYLPH!JK+!%%M5%S3OJ%3^!7D:6EXI!HU#!%E* MQ=.3>QR==9;9;7(OT!\^K\R7)O(=L16W*]"#H?$CB_TX6DZS4+))"6$OE>K84 MJ.3T,C0?];%+?<3>/8:\OK$30)CL^OG?.&.[$);_6)I6$25!(N'!SF/B?, : MN3BS^.Q,+CBBN)!CGBQ8R=38HG1!!&V<%,.KW-Q7A^^U&+$QXX9B_+E(D[LL MXS7LLJ622P>Q?(<&L\V'A@(6.EY27#HRL9M6Z'^67,M_QMG3XZPT/WPME.%" M&"[#8$ KWE1(3,-1\40_@UH_Z#_K^,J?8GA+7ZQ*\E./M*?WKG5Z"K:=(F)F!W4[8]MB+H9[WW+IHFRV)B!,WYL9>7VTNP\B*&:R3*3/H+7D83OH<(4P?Z'I8 MJ8+SX^I^Z" 6&$-CN>GZ68X)B*:Z73?@2&8>SK>V580%[CUM$A|*2K5Q"86LM+955=9=7R%@#+S?1L:,81B7)1D<<596R+NE(U?;I82]^F,)&OGX=' QSDZQP M"P]?1M? 6HXY?$*,>9L#$'Z7 V@LI-(&*H4PJK%F398O*G7ZU\YU#%M%L-Y?MERR$(8VJUV6(JUU83B*GJ@^4,[^=K6HNYR05I=V/X&0, ,.1Z5K1B4Y_+.,1 =LY MN@RG&RL(+IFXD?9+N3OV>@+4IE%#W&-J$;J@R%TWEH5A EW$8?N0:7*I$G&?1(GA.B]\YJ5OY>J4.I7TI-R)-+7PED!WLBH MW2KNK-4>QN2M ,M&+B42H?6Z9#VQJWW%;"""M*7&!Q3NET@CH!SN/V_+,BS3CIT#*7A; \E!P9 MVNNIZ?6Y-R05^$C)$>B'@Z>(\(SH(^X7LT7^=J N6*"I7[(K MID=NZNY;.6E9%|%#:.^S+H!EU!-GF#BI_84#P#K_O^2T+G%Z38@9C>R#75*RB M187OJ<(WV9\HI?VO(?M_R2K[_]#0_>^/XM\I0)J_4X!+$_0[\QRM@G3>@45] M1QHM!&>_.-C\F^H-U@!^G,_IY5T\KA1.LC$N M,NT"LZF,N XE4=%7*)'Z.C>\T;6^LVOQ;DU9FN[\0+{6XOP9ML$"P4]9$KS&+'^0[B+ MO$F@P'.2F;XF_$(7@FQ=T]'V!(@QP+, 0>QOA@TQN5%L:.0P!?VK@:A;U= XY;/3]_1)<[Y4BK*OQW,34,EFI*C]M@9*UT?/O@&PC52Y1QLN&Z(SZ[U>]IP.!-3RS)10%$P9\1,+8V_=_&RK+]8")B/G#ND%&Q= MT"F9#.<%,L%"K;;TQBZT80<\4:F-0NP7J'T- MQFWB^OVM7*5_A)VR.929EM=B<%Y5!<>2JHC8 JRY@?'Q-6_CKNE$6H&T6U1;(HOY]5:C-+8NX5P?&;0)QJ M&1.OB$Q;.]29>6%M^_XK1;>D$%OOKQ1KP0DF.+S4Z?F<2G?5%0>;B\G;U@T/MC[SY9WMN7^OX/[YP_/=4V3^NR4K\?%'6OW?$<Y5:Q0[C]BA.B#[*\N-T?6D]6 M*!/P,5CB%W]\N!RG<D<[N*1.,U;2(KI*L9=:1#!8_';>Y=V\/"^@<]<5"]\CMA0=%%DI@@7)O&:VB&86T(>E-<4]SV-PQ[DK)YV=VVQ$37'UTM M&L9G^R;/RB=-K{6E)-X@JAP(86C'&,W2%UW/TS(:7>*%S*6>;_&:3UKU4]8 M.]5]T%HK\18^0-W_7S.OCU6W#91C?=ERMEN0/=WQC-EZ7![-] 3/@AG*R?[M+L;P1)GT86 X),.\\D9>TA^NL$!9N2]+_F3M$";D$=N7]{)E76=]W-=F'6_ MQUBMU<*NRET$Y_R7=0.6=PO7I/=,9A\$7EI^U1ZI5+EA)X&[7\\!;8:)T9 M\"<9X75,%,BNFXU9>2G GH0SZ74$<C1J?114NG7T&RTH4[+78 JYE>9ELU M=\-G<(_>N):,C\99=#[*KL9D<@O.MO^9T'S1NHM'TMM?4U):==*GNOA63+ M)UROC>4T+2OOMEY;?AG;'-M5I!9,M)#2:98+[G'\&R.,Z;8^";TAWG*"\Y<_ M3@QI,^",\\ELYW^>NLI'>6'2@T]LDVR-41$_I#S:B^X_H"IY*-2]<"6^\R+<M\L:=8M>>\\314L4AE!=:VS4]]L_N46MU5BJZ$>-V;#%$09;UYW9< /:MH%#\AK'*"*!$K"N1?1G]X%XY?S'/ZU[=VOY13[[_0^_S#\;-V M>3N_H!M*IG=@[_YQ>XM;_/(Q^S>*&W1(-:0\X8XN.F,4K)38K43{C:3<5WT MZ.?Y]4(#H#%#DD[DC2@BK]T- MTK5=)'/U3O#>]$>WICELDU?0U#=4V8!:RKY>O/M(L[S^]!$UGQ6^O_#X>V>N M63Z_6^TE_:W5WK^S>$12@GP&"@5IQX[=N]^XOQ.!Q:#K_IQJX>4P+D'3@G M1*E3GA#FQTM.?PY*[ET&ENXNZV!@V$]5HHKJ Z.$K\$K ?KN@U)INIT!{YN+UF2L11#Z7<;>J;/R:[27:$<;;=1*'/]; M4RG5>I*VB67F&F@XL^RJE7)+"'GKNQD.M-PI6?WO LF1[R/\!Q"2NBX91^ MP^\WZOPYI9NSO;_,-X_A*<-QE*;FUL/":8-;_2,N^N*GV_WLI;?^2%UKXS. M=X0G2^BHUZW?X@\F<=E;E3AL\BR VL#8V[:0.&$5O]R44&M7U+D05+Z[8\K MTLUN/M>_X,_3>VZU]PP.;6D 2V%C{S]^@4PYXR(O+BQP9@5N-KQ03< 3A)'-^]PLI^SE*.9P6V8E&TGX*@>}< 8^[<6:;$PKYS_K-X'E'[\.56)-$T M42-B#% &;W7OR:E&%9E@I(2P(S_44PJ0A;"ZY-.,6KO@MVFI?2?@_N[M;"6X4MPE30$=3"A(MBAYZ:!Q+NQFEMUP2O^ ,9L6@G%*&[(U]RQ+[,*P5Y\@VHODHO MJ,XD@S"P10?Z.&3QE,]6/-?S!7-)LL@=A'ODT)!?5T//?V[(-_:6[2-<M*>/[,..N<2U!WS*MHR:$$:1[$'W/VTSKYXKT/H>>1G!O@_82+([,>.B>[!2 MF2(@-+2NH]$DCW"[^+0V@054PC!':KB_4)ANR/'|$^-'WK=OQ4F"_A(WI-<.Y?)>ISZA69QD:73U5JK*C\OCMF>YYT7UEX'"]K9-&Q.K\%OL5&5K5#6J]?*<.M;WS\)DY7Z[*LG *?+3 \MGO(O.RI[2P(S_44PJ0A;"ZY-.,6KO@MVFI?2?@_N[M;"6X4M&+/**KE3A[%@+!@C3PAC&S;ZC/<]BDW$K\10] 0*3(ZKUF6D[?<7=5BQ?)LZ;*C?PI'S|N-+4[% MJ.HI'\%UOGG9L2*Z[NG>^W8'A3"IQGBG8Z?DY"=X(M+ML@[80<<{EU^)BFJXB'"%"V$V%I=S%5PARC;>#EZ[H[^_%P/HB(R;CM;0"YOVF97ZZPRG:RX$UN&1$B)&\ M;/@<'B06/TLI2RG]^)$(])\$&_" B?&+M56&LB%Y.]S_Y74V_V8Y1YW.0Z^N MJODMC@^0Z8I+;.BIDE\Z4.2MRR%480<'>* EJGLCK0.,N)(\"IX|XUK3/O^C^I_ |^V>D0_F$RQ#&\)WCL,]AI\)P>>Z$_8.Q+"_E!0(F7Y$'TIMV3;<9G;6R,/@B/T:N] =8@(1T 8C<3RC!^U%ZR3-]Z393$@CXI_S:B'-FMA MFRDF#7$1IR,[\6Q#BD!5! ^)04/#Y$4+771X9 'P&DX"1OQ:<(EA&RXL4*O] M>>4/]{^'33T!&Y49"@\.OCF^;<6NRNYLN8B3_WX)^6&5VWIQJK#L2[CP)X^1GAU9]A*MV .NZR3NKI<_M4?U;IF"?5VF$$A9HMN!2OZ3Q#IL,BT&=W2,*,(,I&O<@:YK.QT9S?@/"7@CFM0[A4&3ZL1@V_B/_$!?G2N722OG$ZXS=D%SCP?3>M"M'?O!{RH2#\00PJ*I*(*HMG)+

*H+>MOI/V9XVJM&S*K+!9!5SU+;\M]Z-\F&70,@L>A!&XH&3&OU[TRVC-MI\E8+ABIQWY(>D,T";;2\\;TEB4%>_W)B6>;A*UR-M\#>1A4@W*F'^_53FTE-M'[,*

[7&W24I3>5)I@NO#@;+?8[_%1]9+SRW??+)LS8&)#]3G-_W-+$X,Q]J]-M.P;_X.@8=L^U/#&-ZR5"V&G1?XNR1%ENH:]E6L]M[#S/5][P7B%LE_E-IG]]*

*MFH;3EK[1LHH32)=%+&^YA!V0/(]VRB?2,,(\15]\4H6Y(*4"6T\0-NHB]_,-M>Z\((]X;PGV3^F/Z_,X3]\LGK-UB-CLVF&]&/_*N*&@]?S64U^Y;77]Y0;H98?N-Z;81/-MA)\[T5!*

>EF[A2Z8^>,RC%<&J_8&D/6@'OR33<1;SV(4$[.4VJ7<167?E?C]SBLKP4_+!8#9TRY[?,^,'+%'L24Q."YZ]W-^:;HBO(=>Y/-MO13_B*MBP$IV@YJ<-L2-%*

*[A5%_0.G*7M:E5HXF!9&4:.*LK%6Q%<_1(GYU;_C_?5-]'9W="-WDK/)[*.&U6?MG0\EPIA(?,\@)Y4WA(R$95PX+N>$=?"51D_@8^DL=^3,7;I/<-R_#>(=GC-M'0(=B,%?*

*11;%IG7>S@?'C&L_"D;R-0QU)\U.&[7O;R%*_M"6&*_T?>EX=#N??_3Z=%G'\2=8YQQM.3_;/%$%)\2-BL,TU=2CKKH'B""^MH_M@H;9@+(@)F#WO>-26+QV+6S(:P[@_*

[K<_"!=;N5C]_DL]YU3D4>BMODL7RO9_MN\66XA[H+G%74E%3CVRO1-RU,P1_1_7:@_98"E7,G^-AIX4TI7(V3M$]J_#O]-M)SAB'?8V8K-RQK,O!-Z-[ZK'I&-PG(A24.\=-

*"]2Q\1.]OGM_[HE2Z]H?%_MPK&@]1K7.^?W]71MQZ?6VTE#8BH39/R$#"9;RE\WCME:W!UXX/F2X6>*]\^" MDC&=-Z8X&B<$LLY0=V6@.{(@\ZIX XQ*LRCR:D^J/**$"7E]?*

*\NV]=V]9Z%Y/R!Z,]-+\2FKZ6:GF0 C,&A;_M2/4X[*GTYSL]-\"(8=@Q,=;[?AEL?3"=T!7@.)!V+?R""S@&.05]63G[PIN]_MGA0\W?)"DJ[UFH.06!YS9N8]=_K"!,B8HLN<(8/_W-*

DL)D#""MS$RKUF%0$=_M# VR^%!LM)]K\2/,F@T#[QF9]-265$8S;_%"E8%]37R\@RIKAGR#Y#U"A=_M:?CA)K7\G?6;GS. Q;>]U6Q.)4%/3R.+8IF 31-I5,,P<-=A*49R,6,?CJ,9*

*M+>;:'!#26Q]+V=9!XBQ.G;6+YML*5=7.#>B"K-F<##W%AV36DJK)R+BRX_78_@Y3K MQ0A(TKFL7\G[#BC^YGL1+>_V"$>0:=A%K\%\V3_|^<0V@;;=*M;T%OC^-V$*

MAI6NOU"[N4@%NTV?>Q\,::5A+K5U"1'5K[ZM#OPH34=^>\!7H;%]WYIV$I&P M64SA[4\+++R)OA)[4\+-Q6F-M$9DA7_,HICJ;KJ8DLXC

*M@#GPM#DA%4^/PP.YVMUR#D2_*2TZPP2<6)C;]KI24U[CN9)4Q/73D!0]UD-,M*CMQF(>;A6F$\EB$O/33D)9\MGMV]_R07X6:6DU_4>=VKWL[-'BSHX&?O)K=_M!FJ$2G*!?*

FY]J9NJ'XU'F0!%8LYQ%P$&M2"L6VVRY'-K3XF=GW!5SW\Y(_[BDBYG=_&R&7426Y57L+HX M]\?DHLINH+B$)XUU)"!^3E?\:9-#3_LBH"JAG5.W^-J)VW!2!?DA:@J?I8 /

*M4W(7DD9KTZ201--Y'.O$RY-EM0GGGUZUN7NJL70O:)U/KS(3$(HP5Y)FW1?G M?5,+*B(T.V M7WC;A=G6^1[L?#M5""?_RC>S^Q9AR+0-,.?;E[=PN_Q:%F*

M9]\#O#DV]"\\61@8C/)CX_7,:.B()IVFI&$6(;K M4HHG;XP>$3!O;A_+%83_D+(@:+,'`_)X"*L9BU5VF=;HNSDGLX*T/0DD])3 MX.+:.EH0KE%._R\]P 1~%@T8B([6:F]?N/=_5)G-*

O"TY[\T_(!SO,KZVS_27A MUL8.?DZG/0^FCX7R$-A?D/ABC3WR:LI\6MR"KV%[fZ(N;?=#;.WTD->?=VK M!Q.IVM--@P1+/?S 6GX_;9B8Y&5._Z/:\5;B:G:E\IZW$$D@936.&BV%B>[':

*M3-*D>^/40.>LZBSR+=;A"2GUH%@F<"OK!6I!YD/ALC!;T $G#@.">\/IW%W\ M#<*EW$R B8)KN#=6KIED=DV W@]C7,\"@9LI<_,L-"OUB8%1ADFA-!.@04G& M<5>KOH"=>.G3?*

*TT5R_-+3LY*L5/N:TI<|Z)+L?C4J>H6,]+5V*

*OSJ&/'LH MH-S!M\T2Ef^\2F6?C>",;A*2!G&".?=I-(AE6>V]2=W38_/#BD-X)3?LF8#0B:MDI+73)?K'3Z"&[_CLBS;T'\UQ_^'?%_ MT7SE3XJT\1\4:0L^F2+*

RD'._Z/TOSL__[Y4^0]#\XB_&)H_6&1HKOIA:/Y M4:GZ0/VELH:3I?T?Q-IW5_WET."],0PA8U(EO$2ML\LY,-*4C2@"5Z|S(]D$ M]K;1S3?W_7+#]RIX-C8+KLW&'X[K#F-# ME_XYRIB*

*""54O%.#EM6B>4DK6ZW)WAMR&CVR3/R OU\.XB?"PI=U0YHLZ2=1Y M9 \2'!6(M]RGMB.:F3&&>S@/3_DX4^?%Y,T\F 36)N"USHY)*OF_%_!*

M=YJ1,RC"7:MRUHI8[_@+NR_G4\=PD27K5L.0ACW-SNRB M0P4\Z3GMQK Y@XLL1!T=H4RSDB+HY\X:>,(U,LJ1Z#E05-"/$7/:]LP"ZM4'[M4P9HMN)R>9I_@

/HZPZ6B7=EN$*1\U/EI(X:\;3>'I.R8!GY=V@TY-$?7_> M.N6UW_>-;\O,R&L4UK ZU];4:>]3!22QFVM=/LB-$Z[V&>#!,_N=*'37B5V MPH&9^60N@H!Q#V+0_4RZWEE%!%8'-+V"HI?*

CK&$[F(EWAC"2?!W>GZD#A X6) MX^4H8,.RM.5QSB=W!I0SVLMY MBT"NJ@HIAE,]\2?$;W\^:>U?Y52(TQ^1G[5=M53C=_?/:;ZNRCOXH88T$1# M.KBF&Z_N2O1K'R?ZSE|

*)KB=F6#X(KI=49IXD+F:=I\E1PQ].ROKH\LC"D'. M3(H)42A%NS6(M\.HR8C:%;7KTQ[G NF?,T?=)B4M?/+1E)0?8\1(1+O*V1.32 M(F.&_!C'9.FBU''YV06^>[!]"6%2[N_I*;_M-*

*NO^<"@-?Z\3KNMTF&\CH*_;_^LKWP9$V!T5V>]FI>Z34/;;:.\,|P,/YE. M&DQ9?L?DD5-C$>X'_0#%]2H-&K>N?34ZMM/ F^?N\F'N7-8311<#=BEZU(2+ M6PP&;RY_B-*

*3=|>5'XBC,R&E,CLE|\>=\T]!&)%_L3=@[(LV=[)N+"(=:E01=B M%,%X8C?,R88H2Z@8*I<%7\P>$ \4<>5TD QDC 4R9&S:R$/W2!CCRJ/B>R>] M"& VG>#0*#75"-9A7]<3"'_"*

*<,*2_7(?RSRY_2;R[_C\9=1=VS P>0W-Q M#"WKCZ@[D-8Q^L+*/(G*0, AH/(U\&L#?T"V\^ (W&;954 MW6?*

CG%A,,N8UF,C&VF$+VTD.5_IK^_L\R75LK%W9#.Q)NMK@7*;K*]$H,B%V MNI6?2F6]V9D>R@O>]6IK'Z$ ^]0N]HH7!$2@^6MQ\,&S+YOXEDLME8?3>BD M.?M%"OCU2]?*

*CU=_S9;X288ZN\DRG<+IXFI)B9&K3LS MG)-L[&\R3KI6*W8I MFZ7?FS)U)]?]E@O^N.'H(?X5)B1_,#K--^ZV2(=!>W@D=G M(21%A'^$&AJ7I%MX >T@/OD.#.QA>7*Z2!?,*

(5L^S=D.3N)C @8X,//H&B;@ M)+Z'WYR@EC_[6@9A/IO_F<5UA9M5L9&3X,;O=5Q"\T!R]VU* MBF?6E-7*W4D>H04((ZT=.\?GCFQ0=OL]%K6<+@)H _8U3^!; "-06;6BF,/*

*M.YTIYY$(O#R35?;SPWM*V.EC3,!!/+C\HKASBF?F_N%2XQVS_A0D9@HDT$** MNW8U=5]IS*I:9/%,9&> .(?"8E7DK^:WEKF[G*RH_;+>.KHPP_\[I_03?/:$ M0_QC["&*

*(<:=A#IS\,$U'5MI4A4.5+E*D;7W.>5N)ZH<@T(+LZ5(P245WW W9 MOK$9XV$0X4^>)IDV.]$]GOJ-GMV;4GF WJT.1LA0NX@2X!!]E?IK@]TWORZNY MG/-MC[*"'/R3<@C/=-2VK.*-*

*%]IX.U[MX2XOC6OZ+C&[72OLDBV;(2,>E8BXF0*3L.;S7;]MS MQ'69?6HJA.6/UA\\>;N/^YC3D>#+ "?W"QS?P,%[_VL,RW2&K35EG;.2XN M=7-CPM7_?ZCIU@*W^Y:/,^ ;?E+*

*[^_B&V7Z^*+,P"W$3BS@C@KQHU=N8P,;MOBA%=AL_@'K3:-?>]\L_'VU99E0D[1YQLW-\,%A-&A%S(?*T8DA'D!]5+%$7 M58ZO23)]W8-*Y&8"C,58Q_GU%!-@F66^-;J4P1M-*

*CW"3HJ_$-=KE.'[M% %G MO3DGL!8Q+N*J1.GVLZ5[09NO]2]C0Q%6,LI/<%/-?>]0Y PVYD^A %XSSLO& MO,]7[D59_C^' M^7L_]=3J26=)/R[E^E$I;>6R.P_C!PQ6EQRX0S;FWAWL_*

M5?"SKM$;3"V+Y+HPH/+@=MWDR6NVER,U+.L"L,"H66K,&EF:SIK1.\HR"\> M:.@AN!1R9.NF46XP2,JT#$0<0X(;E"40X4R 6*TT@$I TI'-JOX %@@)LH9O+SC9X#[=XI<#X'YA*

*M'0478'5K(5M72_Q/&^(-H(H1.ZE.VP>DI!9//?-XVAR""G09&P-=,(U;C E MOT$]\?.$ZL_$9O%_*D'/^JD_-F3O2!8.56S?QR/B%2*E,+M8@!;S@CE'?U+] M>U()8*

(B%&$\$-7RH=+/T9Y5)W?7(_O,WRA;I9L^#MXP:Q3<(,&>(?A;!CY MR,"J48,_$E4ZK#1.CGU*WE.4+"OB,ZI3ZW4OV=G.,,,UUX9@%S;.WU[Z=_9U MB8TEF#<[H?P^]Y6?*

*Z'=0[6&VF4F5&X MW.!:>44B*S_HBM;;|"W@B@[\^0A^]BFOD8,6L7Y(#.)(-D$)KMSJZXI8 MGBDJH5BIY0J2KOU7E^=@#R4XL/$MA)H"F6[*6PU%B;3S(<4VYT47"9:QUS9*

*MT3D2)PJ]VVU;U%D)4MT0:(@).//%/0/];XD9UG)4;'7*DV#)\QT:O'&(("5*+9 M_7KV\PF499D5XM2M;J,%OXV>$'Z)5;B8.,P?M=[>Z^7CYKGU?NKM\SJN.'RXB MCSH#+::KSB..H"-6OF(\(*

.ON.P+YDY%C'D2CS_#(T$=^'EFM!*2K'Q.II9 M&?KE.*/#'/78$OC+5G-2H*;O_%0AA?8-4\?AL*Y&9P97;YJTA\T85R"[S>X M1ALA240*7!%8"H-R/MNMJMVJ-'9F.IR+.JC\UB&\-*

*T9<2S)-M"A(W"YG+G QNF/*DZ7!EAF=*BYOM3N\(-)"?=0W_*MD!0[_6]FR2Z-_RE& MS!HRN=/(46XRUVS*L.C:#%]LL+K(K1DF8#/8_^HWI&F_\A'GY.;J3.%G8^F*

M@I_B9W/N)E\D^VBYG\!V0N6W?+]+(?Q?R G5Gj.#"7K+1F%N@6@K: '=M&HF- M!.%C'JGMD\/XB6K,.O_)6G.GU*,OTEF^"[4]X]P"=LOPB4P1;J++P"72@,^#*

*M2\1]$2ZQK+PU:A&\IQ.],("U\L M-%HW"@N_,V_B.W,3; &94@[S/.B_F;6 MDQJK HL_1_)/8G3.M%U<;67++X;M(5T=?!RNH*CL\G@L1\6DH;74QPB#PRFH2_N?*

*W;OE,K>]A(7A!2CV=)%-;,GV7,%$U -=? &%D5T$6(']M/+!BWXAP3]6"2-U]V>.6ON8^;DF4(V.O!CD#MLDL'_=]QV-?LR)H90E#U*E M&=HOH=+]-%K<[.?M4#4.D.K[/UM+*

*M+%EU"XU0\HTFJ_0SW%D)29PGQ9!BA!^\Z!'J$GORVN23@#7JY_O/H+% M0,'KIOFYW.D2K^4A*1K?_9Y>O3O_D?=C3+\EK/6OX5^M 4-:=0)0Z(+0G3LRN-*

8K+\F$NH#+X129@C1.\7+E@.:!+Y+1L)PG1.E3+ M%QQ-BUO=-U8#;0X&-](&VEYTUUCN"9[7JF($P)!C\P6[G?)N_BLRCD_,?\#\ M^-9B#!^ $<_^ 3'BY0',<@B)M_+M2GK#]3FB<*

Y^7U-M)(WSK8GNOL&;9D%)=EWZ]+@U6%B+8[%&{J(1P@;Z33,1./U$Y75XF^6S MF!GDB-ND;!O=G[/V+AL\P\5>MS!,[RC,;&I323=-Q:DGC-0OK* #>0EF/YAG*

*Z+FI9V4XC8U@H?XLB\)OVKS,/C5L61NFKQOG2D)LI/H6@:&=(N[*UT$@]EC5^4WQ4]4[$'/[4PQ^B=$R M>)B#8V%<'3;"%Y',#6\Q7-*

*G]P+7.FX(OZE<23]T*T0!1>*H=0E.\"26SM*(<.>&.G MQ^N9$)&[F#)&=~'4EX#GU]G9ZP]/$KYAARP14M>S>\4PLN:6S$I6_##2% MRRG%%SV%:OO"9>>]2,95+TX9+TPV!-*

*(C,;P!53+,FR;*Q3XU;C'EIS@<*4,_)WIOFAC.GMH!8E](DC?,X$>X+VF ¦_1+;5 MR &4K2Y!BTOI"\UV\TH&U29F8-/WCO&XAPI/S<9)967F*

*MI"'KL[P%?.%5EIO=*D\.2_;Z26K_(9AVIK]_7-1C\"1R!KFM"P\5M_R*LYBR M\D]"B!I_$D(^"V$$%M%M!JML\(3)]_&7$G9=;ELU&&I Z\2A?U, /PCMK6-*

*M"LH13$:NRZE@RSXI4K115^<?!GP.W5B5FI#^LRUZN]BYQW_"AS8(CW.S=6OVZ-M:FJ"F/WX:4P4+5$B,+M\IF7%&Z#VPWQ*BOXQ,R]B4,@>1N MT@WFAAD5+?>M5_?*

SDD\ZG'2#)CDI"CHE.(B__Z<>D!5K%)·!LUO0:9;/"@?M M@G-O(^LQ9&OPU?'NT$!U%3E$)'\'R"\EF[UE7O"^'V]L^K-\WXY>"U772]I[H

M$'%@H/'FX//(2&#;_8)$('&@T3Q_V+ZV6=4/M+%9.·\-'IOA/J#+]>3>@?"P M9=Q$[%#D))]-\2W% ^0@XF=LDZ!7&MHFFG6#+@NQ7!CL7R'OCR,+]Z0ZG/7X?

*M5T\'@2T1HMM9*CZ[.B!9KQ%1T+Y^5#*0"%[UB.0HD7;E^?\.Q*0014O25("SC(:),/3X?5T-\Z++M,!U&:+)/P6PZ);@+XCK]9^3BLHT 9 M1-8DGU8JXKK4/'#">]LI0<8(!RF<("&2&YJI.]-*

*H/U:'P(GSQC3L//- M1;GTJ=2RXL"@Q"HN*KHOF!+_@.%)3;7+3#5W)??]!S.G;YY/25.UCR7K>@__MQ;V4?%[7 ^(ZC3M6ANL(;H_>N%'ULOR?11S_TCR)ED#L3W7U<2FW$KL3XUS;*

*MDDJV>-?'V(/L:&*9)L_B;S_#IX #V$"C@]2H1D";1NB1\!!3QG3IG00*Z71 MN4(1#4*;LEL4>W(>GKL W^E7I>@[MUXECL=KS:L.C7=AD0=FB'($3F[U:0*, M/TJ-'_N|G)?*F;Z,+0Z*

*M,"U0IJ;Z^XXGO_J6;L+UK\(+6[*6-S2#PF *?;=P*MI;#@A7GKOG&'S,J!0#CA\;;+<:,S<+ M5N*WV:4P4+5$B,+M)IF7%&Z#VPWQ*BOXQ,R]B4,@>1N MT@WFAAD5+?>M5_?*

M4$*Y#1.P*Y!RF98B.8BA[X4,LNZC"F(DEM+I(Q1J#&K-O>;.K4V3,Ef!L1<9 MN#$/""6$5*P8M=NEYW+^_<%>]TJCPEP*@"51#? MP">&7P4^6?QC?P))66'Z$6G)?S3ZX/9!;]9*??*

K/X-&$2l,?GZ%*/AKU*B& MEW.ZQD@P$?)$$K-)'TRH?M)?8N]BO+Y\[I!Z("9GA0OS03*KAWAIY$3QG1%_> M!V(=]D<1#ED?@56&?<@69-*

*,D9=OH&IR03'<_I(DB'92YBPD08:M&R&?56A&N$&R+:<,S#V@W@M@\$Y%40HBGM5+ C?3 GU]G@//%$KK1X%M*MTQHX!W-MKG*]/N^7KES*+I\7KKSRCUUS+]f/?]9). 5!5]*

*!0Y395NDSFF[]D*7VE6I8PH!@VR5[]W M4+MYQAG=M-)W;Q ..%9%?I8 JF4"[.DZYM .:.C'W7P++^*9PU&^G:K$T0,;7 M]2O #SQ0,-Q.T%-Z6W^Y69F,KNC8E"\?XC$?-[]2VUK?+*

[#T,)HAT-U!CFB MU&U%,])Dx>+.,O. ,A(Y'11.?X$;'01=I&]<0U M%FLOD!OA[AHK6:]R75LTO.G[$9_09PO=^@4Y29;\(RU3S MBRS3S!))\/AK=!+]B<_M>_1%;U?]C$HE;$-

=59HU"%,]-BD(@"Q3;8PG5;[.MK/#%:S:623/\SYB>1,/E!2Q9OB;>4O>CB)\S^H#.QOTF[HKNP1\E$YVV^&8- MAPEQ\6H'E2@[.Y.OD0.MAGR@:M:2END2DT;X8CH91 97H=.)6"L\O-

4O1TEJ M9@#9!!I"G #?1W&,IY0&W=8!G=_G)L6PF1$>ZD!XXY1J8@<^K=V.K-IL> JV M<^[5T5A<'ZH)(ZXZUI]!\S1B"_E G8WMT++<#3N8ESEB-@D:@+&!%6X7M> M#QDL/-*

Q5ULRP@?!ZC]9P(PP4-68+!++GC'?Q^O;+_K.5OYA0TWT]UT4C2_?R ESSL@MOHI!<_WOV1QY!@_K;[MMZC?AD?4#8)1[+4114B(76;DT%Z2^-+]79-NZT^W+X0!%

*+OK#TDDP]S5B2@_M")$WMVC:Z/UL_X/\42[KA4AH\[\6"?\!3/%;R29\HZT"NG^Q58![$;7))9JA M<_.&H0%YZUQ_L]Z:8[-/4J&$AM<8FBSN:C=)QQ*KJKCC%=V6+LD([B*ZI>(V*

*MC*_6GNE'+FB3(CNK%)?UH\>V?J0_9/GUG4%MVN<,YV\KI[=0ICA\;;+<:,S<+ M5N*WV:4P4+5$B,+M)IF7%&Z#VPWQ*BOXQ,R]B4,@>1N MT@WFAAD5+?>M5_?*ZWSDR*

*%AQ: MC2PID%OEY#*FM<2C_>> >&#GP"+U8=42 V+[WC\.0!9 .(;,@OR7Z MEV:>%^O+7!S $O?!>D,A+KKQ7=SJ$4!J LNAN^FUCJNWW"&?1.0'4UO,UV / MN&G__@4*$!PB[$%*

*[1D40EYQ.9*5S396A*[JG$^$UUP[PD(<_UH'V]GS1N-;9 MUGEAQE4VA@X48P]SK]SHLFQXV1,O'ATO/!GJ\"_*

M/VTCW0*L+NP8@M=6)*;51H5^"H)YYGZNRZL/K]=0AYN1W(G[\A1]-4*:.) M^\A&+I"'/;??3BW.PO5[*+MOH@##P#38)L$?;8?\;:1^?_ /D$/8R&GK4CW! MWP]!I^B'"%,@G@VXFX*

*K,N4"]632;NG>63^&06-,3Y\73*V"&'>9Y%K/[&W_6 M6M4+7=XA\2BGEPO0*,#$R#F>;Y?>4C"C*N$^^10YKR21+-OC\9/03>.SC- MWUV%S@Z+JL7/6QE^J*

2KOUI7X'!!;J@366O7H2B1+9!R]WZ<2IX# @-=-FY= MCC+'WIG\.WB[;VM^:4,)P'Z_D+=@OKX(BI;/Z51W,14\:LNU2MW@\6(P[\YR= M!9\&ON'MP#D31#\3(,7 5"[GIE.-

*%%]G^AN"P&<1D?2[C(.NH)R"K1?7V +_ MJA;TD\#ZF<[A%2;1;Q"W$2@[^\UR6(L>9ZN)\^R%'ATN^U3X!!$*FT WT:J9 ME;@^Q7Z[2.%22;0 1M6N#*

&+8>KLFOM3".Y/SZWF>9;7&O00LG[V+ \8R 1QW^7; <;%SD;<3]G@_7OY,IN-H0+#83+ROQ_2OF/,^^[E^E^PO^@R% MGW-OY>'<'DH.JK70.Y(,ZFF>X0MMQF,>#C3[*?*

*YF?"C)=51O*8M[OI?YK15A MOOX)_C .#)0B'Q=F6X:M._] C*UJY+57!^DSC]E]/]>C.XC8*=0WO@C1_TU MEH]?1Q;'B0[X]@Y^2;@OA()SN)Q2_^OCPI>]5E[<.Z$IB=B_0TZ]A-B[T?*

Z2GVQ$5"6_IRG56$:H.?-2236,"MV"OI+C>PLS6^CJ>-XJ]2D@B.%[B%GH3K]+AIT*):V80*4EC D;4Z3/-,1$1 MD_+JZ5!\N>3<A:+WZ.RTU^K"'+]ZGWB\/ <5F:'A/*

JB[T\)060Q+HEFXF M$#]%(:.FF8 YE;FW!8A<)D#2\3JJD^7RF8 F)<|9<"=")ZH&'4D= ^LZ^X;|> M^A)?N;:=5_F7P-P$-VE7\K?[5 M1+IWM5%N%AIN(_2V:,<=%1C@GPH(]%

*M,RK&=8?-C1U!S\$Q"(U)IZ(_ MUFK34%%>#S09VX[.G%^@-8]C!QQZV(8!..I#7V;$]J4P?T]M,F12@]XFD_ MR@G]D]O?K5R7AES]5$L-X,+-##3).GGE#%,Z,L@%:DPJL4_O"<*I?*

OP$KEX8 M'%Y2_20.RO[Z$ .00[MDF@"YS\!1&RVE%#3UI4=9'O<:E%RX]K3>L.Y A 6UB>2:ZC7<4K5H)&L*4@^2@6-WZHI:+ N&T-^-\% M%#]U>10N0B\Q'6 <3[(]*

[,]=&3&RQ*5\ 3)5XR\%A[WU MG';-I>I -\ E!AB?QA5%VQ;U[.+&\H(C:==9WAMDTS$5F8JO47]%U5HAA9"= M%V8"N"0RT86XX4H7+^M> #1\'70%_5<%G"9>=-]BU"$CNW\-*

*UN4A6,CL7!X^" M1D\UHWSCWW.F_QUMW?KS&Z AC5VB"VHGD -SQ9@:BPKSTG4WAM6>/] M@[GE/2K=Y,.4K*_Z&HSO8J0!1^",U6%#VXFPDHX72:RT9UJE*Z)S6&&1B$&W@4*

*M401S:E *),(O_$,, M4<8Y.BJK\U;E>%$[CW;/4?<^)B 6,3W1,ZWBJ._>*GS!]5*|$6@FER'?Y4Q8 M1*M5F?B'3_YBJ 7H@WATY;Y.!0^-3F[(\ M8++W*$|HZC-1-MG477Q/?E2)*

*<(,TC0.D8M?A:&-*U(FF/*MR\K6=Q0)QG M[V!<]1V>L.H8<(0$>M+B4M:\;X!]5>QXB0,*7|96VGX(?OFRJ,@%269$< M9VJ%KKG=V?]FK?1^$(_]2#'9YV8/%>HU1#5?M2[D>*

(WC$2>_^6B)X3DF0&<^ MRB==AGO:?+F67*S$NR_W#C[#C.A<#/S1Q|'@A,.C+ ^,@B"#)97] M@Q,[':W!K[&8#_6J$[9ZFXFUAY\7QSD'&I^V&+H5R'N?6L!,TI9CS

*M2_KMDFR3W*S\NM7O?-O??]MIYR,3.BUDM;MP[(5=K_T;)U8O5L(;K*

*,>O;FKB)01*_M7@-*_C'&G8QG;6%;2/__!9_ARW<65C_A!>V6Y:$+*(11H\V&MUXV&Y7&^_MK! $>*8^'RW^$MJLV)!%3'6L%@L9YFI5;2(?M'!A4=M\#S/K^SQHH?^@67R*

MY6A^[^#6M\@9#HT+!YW8Y?M.IL=_^M#0\9T#U?_B-3DA=C8U3X-:=)'YCBG)?K]\?R=>((E?2#D32-&E;GV=R;I13"/#B=*@<'<7'H'UP;2_7K5N2#YX>W#D#$PF2^?U+V_R[*

*I=1 MK*MY5"9HS>9%&\XGA#YT.S;6X09!K,A744X+W1C,2*!R_GVRR0'X9R,P,-]]%^E/3 M;BGM976B+$UW"37V_C_6V.=+P+42TZ_B_!S'TW2!%BS*%,8!!$N!RN%Z!6EI MH(D3@*

3_,Z2\8"U+H5P5BNXBK]K);47O?NH0"]?P .8ZS;-#GAQ%F'UTYI M?.L$?G"\@<|<7"*>4L@ZB2:K/$ VVU;P CI??/R^?.5],LM8XS3\XM5TE!'M;7GZ5ZDMV\8N-B&#DTP;[,E7G)_^,<

Y$'?6P;C53"C^S'HESI,>3WD+#X8Y MA_HZ8C;'SF?VXPG(08[!E7-1J87'1;,X'[%LT#$%576)NT1UF[H5%YS)%DZ)-MC'RLX@4/I-MWNPAF".'FGHR62Z2X,0%UR!E$5H$

-8GS7R_F_3Ux-#WV,Q-4 M65?H9Y?(L?|C_QR[9>AT%$-(3\3NW MA.BJ#M%:Z|..M&?^3320_K0 5[^1#PN8^M*IK]EL*\%R*%H /F?MX_7!LUQU[M;F!+E3*JLJ1%[$;-

*WQ&+UN17IPZLV2 2L2;'&:*Q(XY=*%'3R=_!TS8_V^ G7\|4SV3)__KED__*]4>\D\-)4NYKZHN$IFKP-U+4.ZR75P MU5 V3"DUW]E*

*RTU1^\233EZW&.L.3\SLC'QR_"3Q%MW,'FSWI.SZD\?O]]SV1/YQS^TOG^ZY=?C]GML_)DUN M R!92Q7-QJU, ,3&0A!LQ*K&00F,F]NL$!PF/UU,&V8"UGG:VNL_P#[G5&YA-S0I)>=*

*<>K/+Z!ND4S %]S?Q<9V_GO2GV]Z9"[^6TIX.Q M*L1!.#73>?WR&/?M#,,K+]9O8EOOPO/P6?_,'WE3 M=Z_H-*

7+;]/D@]-8FWMZKKGO1>YIG\F[]JO5!HJB53CS2DR7U;,@E6KSPMS@0NF/04)@4 M3$,-04@:Z#:\R[8FK,+UFZ#ZZBA=W+,(0;&!"]>'G159[SPBD M0@CMI>V,;?

*@41X0E*6;V(3.+HPY4CXBA=ANS?@.5SV:Q=#SB*=@"IFKW M\\S7SH^_]9"6KZE@<8Y*'NIO28$Y\Y%XBJ@A@.MA&G9PXL1_8BXD00XDBU*]M*T<9!N]R-*

*VVJ;T_O3<(D"MX\G;#0ZAR+LF_GKXFHE[^NLY'RL;NEEP(UHI[8 M?\2H4=>+FI%%S3L%N0 M<%,"#'TU/)2]ZSS.D5%+R@-JA4!GAA@DT#14V-RT3BDUVNF&Y-9@J\T > 'WR M!5I'$[+>KO9F&^]%VPN]@G.LOS5(+DK4#S]M(^I;I(*:06NDZYL?;G MOMH< M%K%&Z:3"_@Z71+=8E;$@RP-YLQM[RE9X]@7;&83K!&J**YV65(‘&W !O,P]= MR'I$K%\^VE>8.7 P8/#>T+@:Y$@ ;BJUKC!M%P5+0>=<$6E[X2$S,+ND ?[2KW=!M[/&U<;,O_C5;C=ZQ5;YQ=W M9^,B/)UMGRIQJ48#Y_H_06==C1Y%$M&QH+=8=U*+4>4A<@'14HDX:#7C#HV* MG%84#FU&\X3$+N_Q=U5'$FT M-M0QXP3W/L494U3$"X> #(SY"R/~-%@[\ Q"O/&QW-M$NZ&L[\%O0$LBJH=N MUKAF:73KA8;\3"/U'DV34:IE.N*R3?M9EV0*$Z 9R56(PB<_)FY62 .G [> MC X'LL*1-V@3/1+U_QKYKA?N3@DE]SO4=X!{3\"31M*I>Z1G3P)'_20:MCTJ M'W_(4>>G3JG?R/10L-7!#-O2><;8&0/HP&&+>14]"1/D210>T5>M3:JRQS"P M# 6\GR7Z0=25I)7C/&NS^?SGTSVHO#HFP!3]DO]ZW"Q< MJ*$70SH3OP-QM3NUP:AN0'I1C0/9K<(U1\76AOB,XWG5W[-!-SJERX@ MZ9TV#.EC(#6I/QPOOV*!+>NYB&.ZX>FL*9W-M2C";59.D5'!"BG3WK'A4VI&EXV^.B_1\Z7<+X\Y.)UUGZ#=,.B\[FVCF=]V M[LJ'1_,57#=A)?W 9\N\Y@N4(,^@&L\-- %UDYP++ZF6KD8(H!;.*&U551\[M,EK3L$3RYI]O>&T$#1;\,"#VP9DN$?LMN@3L-^3_(:/[$_-;[G_WF9$\,#D MX9)? OLG,=.TAT@#GEE63%;B112[!56S[B4L:48Z_26P"5@/COFD3R_*P_M*NJC#*KF5\[@ L9X2H-NF0I%)Y3MRO$Z%\(<.)=UI4T6@K$WXJH/B+O?.W M+-?V:,|\&JPT)"4MI#L-M'],=I=^E.]%S1/$R,[O)8__AX_$?V$CO*NP(^@\G/;\S2ZR3+Q?>&D_1-O$X MNC#*'%W]H7EZ0:G83"D ([Wl,%"[Q18#:P8H87+H]/6"_D+7G4.\;9[DAC] MD[4T?5=C-C-3WK;859WN)<&#%Z(>=0<+ 0SL;NNM.[G5&4$[DA<>5; M!8$%Y6:$L>>A>O!3=K(O2UUX;X7DS2HKB+]:?COD#=_>+$_M9$DIB$K[GH M[H_M3=N!+]KEVM(!? MZ]HDW)3Y>$\][/[]&\K#"2+ M5]_]T FX.Q"9\V1-SDMO(?;B=6Y([8V(D.@'UZO6P80)\.#'O1FCAV"FWZ9TB#'#]-MJ6[8 MQS!$MI.MLQUR$[AF!^L/>0>WXGOX#OEDP>L BV>OZI%XP-?I$V?!ZT%!CE% M):H':HCSNGM.J/0US>5K%VQ-47*,V0W&J5/J!OGN26$F1 M:?[IM*G]KZ%MNVG6X/)3SBS,1E93O!X>YP"ML)2,#!VJ(2T :=AG^8W_?:68M7]S@QS!LN:8WW\N<&;?266$W08>[GJXB-H)B2O>GO=[?/FD_MR5Z_RP6;R[,^)"1,60F).V$*A\VV:AV_VAI/"VJD>@_I:YU!N/GD]Y* MO@$CFR1NPE&Y],H1>-F5.T.B0_/*&QA91=&,8!MB9)3S;P"5H.K%EK,E"T3L)ZD)TM_U)996_-V"GP62(P16$U" MFZAF";@W!(#9^W$K*6"'_9^2GEM^_? 1\6;,.C[@//%9KJV@^.7MN0*$D#!\+62 MN+T3&E4AR^7#O&[,M%F,"DGV\9X.[NO'$X(*M[&RA:A4)QFC-"^4&L\;>YO8 M)2;@#?W1W#1GT[CN6+SY%>!3< P3H#'A-IE.W<6'^I$_*8#"]GC!=51RL(FT M_%S,?Z,;)2W[^)^?K?\|\?%O-6,_WY2T+4TVNT+T0=E[V;Y#W.=/N!9S<;_E M"\+G*)@KOX3]HXI:"HMK\%L:6QAKJ MXG(V7DQ &GN3- UT R_>Z9? #/[?S#?4_ M5N,BR"5M'DT3BH[3M=HZ;I%P,//5Y^FC*USIR+PJUU:!,"7[\U2KV8+OIAC?.MD,HB\1IH$]LD!@_+UG,?&!G,2L5?VP4,_DF6)EDCH8W/X0Y_>U*I*(^!)D'L MXT@%*I*Z@KQ1B"-%6 AUF^D5\ ,>H4@%[#/(GB$N;,X55Q#-3\P$VQ^\CB/I M;95VVGW#R4URG@BV'*4G5P>|>.1R3%U M1A(*],XX- %!D[.S:U6<+.]W+VB(C:>2O+1B.HJ5CIR#WR^V9I(PG%>SB?NJ\ MI7=?R/P4+8G6&%OQ(R7XN:3;GAK.LSNH-B@\'(& GAK.LSNH-B@\'(& GAK.LSNH-B@\'(&

*HD=@F9?L+:9'M6#*H9Q9$A%/&9MC[GVVF'V.:,X^-]NV;OG?BL%% M?QP=B[_$Y?Y8*;A]C- LU![4=]IA3W"'7\AEK^9"E[692W+V+X>W= 8]8X9Z8 M'&6-*

,1:6&"S_,1,,>0X7LO6S^B"N.G\RWEBM1ZPG]DUUD\7B!^O=@O M<_'62 %;@AY[#]N<_)=QP%IGI1AMZVO>L@!P6^S<$-5- [H39HCT8TOD0/: M! &+LUH!(AXWVEA$SQ#M 9LC=\'2LHR'&+HACW2UGP,"CQI;ZA.5--5_ ,) MZX@2_J#0I3UYV/D9Y[D4%SOILLY AR0TX75W&7A.Z.' >EV M&LK((NO[@;5@4WD96F 05Y5BL)W3N;$\[/ 3>C-S>Q=24)!?

*QVOB#3U2?'^BW+D^QS-N*W0#5^!)5 M1PN>B5\'1-T52 FI_ "' TC/GJ:YPL_8R 7O(;\@%S"+_)9WC\.R5LCQDNZF_81AN> M\3=,<#P?/,:7RMWIPF=[R9AF8P[U!(PVPPG5)9?^P)3J2FO3@G;PLD!0O"^1N M:O/*S29.]^I;3:< 2B]T*JE7]%)MQ"'5]YI.[":]JQ.!2!V(!%>5F^2.[K5IN M9X7MH'9UXFPAV;IMF0%([X$!OCMBP@&>\D\+=*??$\WV>Y ITJ_8+KUQ@3$Z MDV(;NMZ=% E[6%MRA"D',R[=2@MJJP?R"&[D'O>SP5Y:5!Z#;+,I*HY>F\!0 M/R02)9+L>!&7SH\N4$IRZGW_6\4M?7Q0YJB;S74C\8!=*1L>"\6L#$Z MN.6:Y,9%X*

U$U(JXW%2D0K3G. NGE0-28Z@H@66I'GXBSAJM6!JYRP(R%"V_ M?Et<'-6K1 /XK-LW)<_S1S,]4:QC:XSV_Z2>6>L-HW[<) 3YZY,FH.50A#B^%Z2

>===PJXHDL:.C_H2RLC*6E_8.ZE4\>R0?F9NHOV'_-,0Y63.GXU2LfP"%F(PM#-PQQ=S$0P@%!.'#'/G>,) 9 %4*^TTS,!31854/& MX8#*<%'|KST>?YMAF";;08fM>-.4.A]HYE-EU!:IZ[{#LAN\- N:X#,P0M%%% MM1.]FI'TXW.4\&LZ:L(EGS5)M#CF?Q53U:=.E#(0'T9Z67'X-?"A"1]NBF MJ'(_ 2F*2WW] MBRL*-KJ#QO-]FG]B@J)/OR;7VBB4Q7!,6AD3-$U-

*T3P7@'Y0;PJI3/M6?TS] MF;58;\11Q&D/P_)B^9E0MY0C1\09ZK*O@%!Z(PW! \;420#&L:%9WW4F\0%= M1=]80^_TZ$YAQD:9LV:C*'+[6$\'}W?P[A2O,S:U@B/4,.50R]C1N,OSV4[*

MTE0URS:(@G6#8UO6G+%]lQ _#(ZHBR/3Q0=GX^:,%5MV2&&M_Q9)\I^.I2L;>@0%$WQK|IQ9V5S M)ZK-

[(.;1"EOZ]H>5D+;]YWZH929VEKZ4I+&$^O3=^H3;*6!,'#0981N-4. M1QP0B@-*'L!85,O"T7TSSI/1DCLAZU0GMU13!$NG&&R_G"&]5>U-MS'X!MG]%/?+W(>V,6X\$"$UIC6%

M,"NX^Z;G(U$$1XB%M;!['7C5R %QMI.K+A05.0AWD2A &V=08B(D0Q[("$>H M"-",]&#[Z@\SAPFS*CJE[N7:$X(9,*KGX")?*

H]FDLD'"U(2C>TIRG', 7KL8K6:VEG>Q3,` _]/DBD$QQR MHJ+\LUF(6^QN;&+W6]Z.Y-'M=ZW\>-T?QW@6(;&O!45ANG,E M R7<"U:P\X%*

*)HJ=DR&3V**66!VEY3S&6\FEGX/\11WFS^HI>2+V/DRB\TC7 M DGKPPB*P[^^^?|>9-5Y/PT-O; KU,)B%V9FQB7U<19FU-E24/[K3 ;^, +8@+ M [R5BXI+\(9>!^\Q->PZ\D3S+$[/-/'?C*

M[ETJ/K,A0NUUP6W^FO-K[%6E&D1]VY[H_FU=_+0YSA9JL'+,+<0FJBB0RKR:Z!:M7_T\"G MPJ\P>-6S(#WW-H8=5A.[$-4GGJ,* =UAGVL8\O"L0>X(G@FI)UC3S^DQ&W E*

*MEWG(M1,J"L'X6)Q4%0HE2/9PO@T1$!)M4>HX=[+0Y!N:ES/JF MM$L!O0) ,.`>Y4S:8B0>=/'6Q8.9U'8&O3*I+=,;6)=MY@\Z,R-<I]N%7,1P*

*MMR1/{[@Z*8>69ODL=4$G>*P%T@4BW=*OCFBJ-D[9%/&?%LA.X&= T#(2)ZY: M?%9-3&<1/+H2=OULUS%'#FB)&O F2.T:8Q-'O FHRS'@J9,2\H#+)UGJ:7T<^.S+4 MD.43*

<05#1MS<6O[@RNXBZ,6+"-$[.,WU/]D"&;EK3V0/4/9H\4L0^^'V$U] MYE9+Q6+-/GGXA&M_^< MTYOQ]#5]W?"S'FO@ZJ&B!;>KRKBH.L^N1]Q%U?!9 MZK.>5FB*

*]I!@\!=H"&C[|HX85/Q&S31? C8#:A#^Y P2Y4B??(GH';HL!0%M_#M/?.7E622- &&V.?>%W/AX9-N*_]:L%5W;;]Z.G0F*/]'_[\@^O?U MX0\S87YU!^(7*

/C[NA,GB&D=OQ6FV7R:0_&Q30@X2N>JL$3\)%3]QG#H7H_M4!WFU+128_0:JL>D.PWN,*UU:SW) ^^-:.*#9&.5N1V=BE"QSKU23&W2W MW0:GQ>(H>MS4EL.I,ZE3JL<[S'/(Y-Y-*

LR\F)FI>8\M5MH/B1_*;#RL& ^B_B3I>\,5X\?78VW1UP9>N9P>2?!%C1= MCWLKQ@_F32]DS>)!&];=?8Z%B4\=I-K6|S0LS;[8!]H1E N?ZM2RQOQR-0P-

*MN(PE++77@%QH1 ?^)DYE,'%\|>"=5<7-Y\4EVWW//MS(4H*T_B(A@ M*+T5/[':/E;6.B=D.&9"?Z4E%_I8IODB+ASRJ!=@1(<5UIP+&VQ[E^E_(7! M&G7NU9"_YOO<:MA^?*

%\#NU6[3XKJBA_:[I49B=I)CB_;Q9@R9!@S9O;L"$D,5K1]Q;O N@>,_=R#BIEH M@7@5'_S2 8B%O&CT4/)0&N0[W@7(1ET9K= >+1D,(O%7E;(-]ZEZR%&5F >

*M(**.ARKH!GSV"UQ""'\YSN&@5A7N9G=!E,__+!-J8& M YQ)*#EI<3[?)(D2 /FC2 M?,SOW'=O9VTF1_*7)+Z_[CT=OB,,'M^5W\" M5;BK_[7M#F."MM<_%*

*[3[Q]L=C@M1[0JR\TV,PEZ5)Z=P0#!??#-D*1"WB[72 M,/BGQ{MH3WCX:C$P"BN.MT06P.I/&D.Z$(;M)F-D>X6H\9H;<("\02N1AGTK=O/(N8S"IV04DYFN==Q FF4$+%C)I& K*

MP%T)?Q/.2P@(/A:,0TST=];;=.OKJUQPS:ZR8A?\JEV%WPZ|KLF]J84ZE^# M+T5/[':/E;6.B=D.&9"?Z4E%_I8IODB+ASRJ!=@1(<5UIP+&VQ[E^E_(7! M&G7NU9"_YOO<:MA^?*

*^Z2(BVI_N^]DS)1M3VE\V]SDR' M5]KL]{,;7.U*G(1I7H8\6KQWEWOE(RSP6LV2':.%.%%"NIL2D0.Z4>;CW9W?'90Z M(D%A:&/1EFMH_,-6NWXO[F/UXW@%4N-*

&R&JZ:_<^O;X;VW:8#K>@UP#5K%B. MTOT>8\NV,]K+2^AE3>SAU)C\DH0COHBL$Z23!?,Q9V-\<7B!,57OO1,%WT(-MMC+$Y^&*WIUTTOE=FIJ$C2S1Q=Z7EX+*

()W8$_OA^G3ST<KOLJQIA:RP^&L_C MNU9#5 10(84=Z=O^967]=9MN(P[E19!8P|V?5YT' M2,]AM67"'!Y8KB^0R9,)DT58(PP*VV;Z1T1-#]P9D%B/F"'!RQO+WS<*U0R@*

*M:\C|{E??MIBUN[>B7M 92#-X1R7]PGB'K,#J5GWS%&UI8$X)?WDA,KMV3<(MA-Z[>&MJN<,VA%,I[K*E,;G!#KR?CY]D8O0-QPKW:((%M?1&0ZYP0 V985W"*

M/LMGZO,^FW'"@)PB6[HDG5QG;+O<@2!4=S 'MA0YPUYX#N<6(U!>I,D'*QEMA\77? M%A; /Z;G<^>N(CO]82|S/%+G^UQ1(?>AWQ5RZ?UHR!40"^WV:R.L.^D2N+4K MKQ_*B IZ%N)"1;'"R2Y)BH,KWR'9>VJ8N/YZ>8AT^JEV%WPZ|KLF]J84ZE^# M*+T5/[':/E;6.B=D.&9"?Z4E%_I8IODB+ASRJ!=@1(<5UIP+&VQ[E^E_(7! M&G7NU9"_YOO<:MA^?*

$:QFMZ;K/M.LI:C4H$XW&0LJ3"QZ)B!B(<"R!?J,T88$08^FG_WA M)X>P6/TE$G_]R._&6/RAJ(H_#8-PPFTX.#)UJ^C+I,._<]YC&+R=6?_L,^P.9I$84IF"WH+DKG% ;(1I-@T*@V1"*

*[!,%-B .;$XE"A7)IO/_\IIG%A&F"GO^?0?%I MPNSW[S;[PH$QH3K4BLW?Y5SU>R7Z)L&Y2N^'G*LLY9C#TJJWZUP]CDF;ROB. MD(1[U-B&S([TI/@,;'0.*$2FF$SI=*

<[N_82',$:8.#]=UTU\YS,G;F7 'OW+I3AEUMQ'\[F8'TQDSH2"\-1:D-=UTU\YS,G;F7 'M\G<>VE=BKQ>N27P-

VXK6O"@%5,B8J9>4O; 7SL{@522.\4.,"^4|[TFQ.:N M%^_N% >O'D5D =G XW\+]$]1*' F8^J2>6 ?%,*=\JQF%??2!1H8"6SI1/) MW)]!<,,F6IELJ_0%F[0@5%E;//DJ.RY6?-*

*|V3O15W"$]BS-PRE M^WCN53[C32^N95]S=%)+?U J&FD):=\JX(Z]@+P](FQR(>0MP5R303Q&I-T] M&7S?-&Z9F-@T1&GX*Q<^7HEKP8AE_H@%6 Y>9#HG =,5U%=]A.*

M_N8N[AX8Z+8/<^$^;N=1#IF$>,U:.[H:OHJ=4=-CI:'"-YZX.LN;87N+>[Y&C+T8IH.=3P<2L,]\7OX?497?[^7T=G@+0%'6O9P-T0MV.K[QR)[_-"!DI%ZP1\N3%CPW!+&?H$Q#

*MQMVI/C)R*7^DI9Q7Q7\XB#O!<%#D:Z,N\6/W>D@ F3+2S61J;81FSI%Y+XH] MX_A4HR]79Z3-[16],%@HR3!Z?EA'70@-[W@0B2&+T>$B@H72BZ=*M)9@]. <(M-.=-N-*

V^4LKP+K -6"-9+ISQ+6&2\W4[$O/F@1W=)) =TR:2B&QU777]!'I]3 MF'7A-)")'L0 &FD!-A^U74*(D",3'/>Z!UV)['2,=6=]?O Z]\S_'&2Y# ; M, >%*\FO[.'1GG1\;&]&[6)^N4*V/%*)*

(),4@@SU>6^YE]Y.X45FD4PDIA MD"AYUL-[S**9YB*Y@QS0(?7;O6Y2AG2=[1O%MHSB'LOLQAW&OBKR6[K@C;/4 M;?PO!3!0@<-"G2"[,V3;;,^861+T,\G0CX?Y#]7ZUZNLG?6.S?*

BXP,2XC%D6 ME1'Z4$K1 Q@?1A[AYS-X"?^],A4X\!4U+*G"()L.ZEC*$0^9/KN$Y']>R&% M08'B0 87RN8[K1Y:.NKYX7W]YKQPE\9E(GMD^@ES>Z0+T9?=-59(=091<7;.

M'HQXQCXQ'&0!_,IH4Z446RI%-5?#.KS[W\) \C>8FU\PS/IX2?^NS,L>;:D"-M6]74]%VNB9%2]'FG);(8Z77SH,4HQE5F28UL4_EQ2!F&<9>L7!@8_=E3S SN

*MM/D)&@16X.*3T'KMUU:N'RY-_BMH!W)UZ93SL#8\8MV\H!S9INZCM-=M9Y ?:#)OOX=O0^1TG+T>WY??!9!5[(MWP$/_N7ACU,<__'6M/&'_^LJFK%?4-$<%Y(FN;_[3&-AXVN7F+;*

*N4Y[O6/ MJN:MJD-3-%6J;%6LJP2YQIML[C5+[@!AS*HW R)4GH[N&O#0]TPNG/%/" OR M/"[\7.F]2^^+%*KFC.$L'V=(\U+5C$3VT1-'Y,@!]6WK6=_!<,#U.!'P55- MH:*22.E'1Q1SN*

*MKC@?E[*V&XNP(U"(CPS/LU8"!-$&;;<(^:,V&H;KG['AU MO]E/=NDJ-0/9:N>D&CNS9VY@"_@Z>0WOT7A)?4UU%?&AX:W/5Z%%NAXJ:1!*

M;RS%=+6!A9TB>G_[&^TT,4W/P6XY31<=G8%:7;O#,.N^G#P"4@UO&"NR;4E M#T1<_O2DN: 4H++#HO.C:,Q"E7V.;?2PM&Z5$) (EBB:WIEAV.2;_")J4UG*

MV7.@UH'7LQWWNC^XK^GF_'0W+ISAEMU7'U03/#0R8^I& K./@PZHY?"R;>G? M_*3T^GFKL$\OFU'=34(@"9-RHD#&3 M!I:C*!=Z,F.G3 COAYV)E8VT8-*

O38CU.%\';\),$#2CPI&.VI9P*9B+,6|$);V8 M|B)4{({]>-A8,#HW[;PFH-MN,7\6B-7>?>K8%7N4D.MLBY6Y%ZQP2Y;U"5F'A4(O\8QJCU?O22 MKBLO8_EEW-

@Q:#5_;KJD"K\G/N)8VJ#TE3&-)(2O\6#E&9YR""NJ8,N@^(M# MIWTN"(%=U@%>B%ZKNQDE'ZWGI,@YF1ZY(01>)

<"\2<26&@QO0.8FD&,:FQDIO8FTV'VGIV.L4#4IW),.BAGON<5277P#K=JZ>0@4B M=3AB:?Y'=V;Z'\%.0P)/RA,...]B66C"B*_&9/N'XT%.=T2L&X;OZS*NJY MB?*

*45XJ^:^$O\:D3.PEA'#:VY/Z%H7;??/1#.F@SHY*EG;@R-COL[2CZ7MP6[MO8/2U>^C/3Y15|S4/!NQD?8WV!]Q.BGXV6]1+E+_UK@H/OC=04N'181@TL]*

MIC8X_&N!WG=6=&IHFG#63?5#-N@=_75N26|X;5I$7E]\XK"C9//:$=OE(VT_7G#5K3\'OXN6Z[^TU'YS7_7_'9_U-FS3SA/

*M#?.TZM:%99BF!5'*L5/YNS:>P$A#CIHHNO/DWOIQ0'\XACI(!3$%TI'&)M>;\<|"D*\7V0&#[?$V0.D5]":5SWAY;[\6255}IOW;"= MV!%]3CF/W7X>,D M@9;?6XA8KNU7-*

*JB!:Y<*1PRHT UQ+(LB4DHE;-7A!$2*5\#K36TX]G59/"YC MJ4E0#^$|=M#U/,OYD.,1KP6.QA.YRPMLA$#4M$L4 C+];"P;QI",=,5IO1TZE:6N/7^_ MZ2-*

*U;]*AU"'3ZR^3&$_7+RI34)Y7:%9"/^GD(B5L'5E\7?6%2DZ3(5*SV2-F_ M'@WFFN.ZWD,/:4,5YSV-OR)5Y=\3&AQL?O.ZW>K K^#?TB90%&,<)MH%,W47*

M/&SD^FBX#6!5L9DBD+R!O)9FEH=OT\/.WF+2XAK5V]@JSNQD+T7VQ YN%f!`M= -LW/`8%.VY\EGOG_-B:.PB\3G3. E(7QU+B_,%IZ .;'11D.IPl;#B1-%3)!_]$GW;IQ;> M^-NO]T_N>_DMY)4|!AO>LV#OW^R-=`Q=)<2(8#*]TZ] M[^B=^Q$R)GAF&(]S>|V!\&JL?W8=SRLC1O-->W|S4$")FB$OT]=P0KY;,^J2 M!04X39BKU70*)F>.32Z79?*

*j%ZV^^5>B_S$*L/Y5 #+<.]N2US4U_1,I!.2[W;OJ#9HYG#_KJIKVIZFK#4",M9WF M=6%4ZB^5AM>XN1A$@#:MZ[6]3$X]N-"[6+*Y3|]-H(!?%;:\++@NH-R(DTYW M\X23#7?*

4Z6,2EQUY6-D^:!,A>;61O5X0!\EVY<P# >BU>\; F.4=!%S$-?PA__VCNIQQY>C_\L.I*T;_[QQT_^\S8>V"H$RG7 M/9MQ[-Y25V[%6:9J+_A%9$AY8'C"$A@9YC

2]F"54EPIDJ',NN'FK61XY>^\ MVYD_SRQ_PY#!N@@!K8'1^$'32IE^T"9SPO?Z_](W7LJ__>CPO?+W!6<>/?_ MZG.]'WZ4U99.-29E|%^>&)+XT(EA^]CH-Q,1-YY S9Q'4KR8P

M<;YST23=O_DB]X=3,2/8=V!Y5JUSMHG,>A>" MF<+= V$8L>,*WOH$U!/:=\A.YV_*5;<=.+!H>E&^%_[QO0F>R6Q2WF'L8=N@\X.5W>SRY8G\+^YR&N$DT\P U;9 MW:&7;

(3R"#U9+$//X7.I=J_78YXHX@4F?ME6+33F-2]&SY^<+?P@+?MQVXO^ MI65_Q[5^'"V;^G'F,O^;EKU"'^9]>K%P(W$>$TSFK&$.++Q7EEKF'=28"&OUJ=/[PC@]PP(+%'T67K"+W\-

MJZ?Q M:11O^N+Y.Y2^N==1O)UY,](+3EGHA)@$3#0H+!TUX/04VF3#\)H]3Y[X[^?&#Z M0NES2%]T9O5]F5&ECY=>ZOL@N;,[ZYJ-QJ1<&U0)#9.XX6TNOSV

*\Q>4EWI;D6K<*GIQ_!3S5OWF MGM*U,'R%9S;?P,%\U98PV23).P&,$[TTNGN.S\U$]CNC5E&T;EU1>MAPH=/[4HM11;T^:5J^_9)P366GL:647NS&EIF(Q &[&.^A#;ZF7?'1;(*

M9=RST'7I:,,50OV",,NKB^O'9SH0T2[=P>E8K2?_\0E1S\!5VDA[@KV?FN\ M'SX?E>!>3KX>C7"PAO$YSB)!YI#1.#(IHFC<#OFMMUGR'(2E6+@>)D MS5]?*

*LQ:^!+);T?OUZSJFZ7^V\!ZO0'+!D5.&> Ms'B#8ZG/?>~=$ISNE MO[?F^SE,@;P?_K9$,<^]/DO^,%/92W]#OH=VM(,"3X_9FE^>'!L:MN.A*EY M_',"*

*H6"VJ;V8*VIL8D39.Y_&,_.DJS59I^=6IE 9E"^8SRK8CS[,:SCP*O M'K.EC^#ZH@V8[:.ZKP62PTKOR=O!_9&T/>NG:7L9>Y16Y?AOO}2 @KT,A|C>*

MX>W_7CQ$*\VO#QA$X"/72>2NPJC(&2H]#KC@ZONPF3WQLE+??ZH,;\:IYI^C M3>#N^+0G>)(M_IWO1RPZRW\F!)9F#,.S^]79$Q'L+LC%ZPT'TIG,Y$_*_)]*

M%D4V!OK).277M#VL!-\0+QKOE5ZZ7A2UG^P<.U3$,W\X?IX=.TB$>E)(@Y$\ MT?0<1@#B6]\H K/*%$%@&&, ^)V^@AA2T_%.5:-$[@M0C.D^258-E7E@1YR,^ MK:/LJFB?574X

*;B$D@)E=(K)W_NL6..F2H$(=A"VFLS/P\MUMQ>4K!>Q*W M*WSUZ))O,W/7\N4SC17Q#*T^AUV8#6=X1+1=.;?Z??CQET#K[$[&&L;AQK+$ M,VLWD9^LYZFXWLB?R*

*[Z%BST'F]/;[U=`3+,*UUP"\KBFS6SU(^;'?8QY8I" MQ?0R 4I]P"CB^4PR>_<9%HDP\3 BH:7?]K?=>G0_??+*6-/9@/,'=D,2LW9@C4?,Y:<>, M6#!"%S$^ZI\TK-!*

*<^+#%@'G2,CA@>O\UHE;?%WI*X?;(>K]RUCCM,;M5V<1[-M;'T+MMVOFZ?SO@.^6OG!U(2%Q_1XL4N%P*N7E7;I:27SN#U!>B#/(=C>"LJ|/_J)! M>X?J48T+D(\?*

*#L/P4XIGN9\]WGA6K C19S;(\N'1GNGG?4I+F:/\VLD\\M MX*M=^Z",Z&IU=[D3)YWY9V'O5Z ,PXY;WQ]Z,0ZA/9P7O>3A$$Y MF_H!+LM6/G!5?=>ARDS)2G5#G#.VXN7%1'!LA<*

3J;_RE2S0C45S9",^:,!=YF=@!-I'TS68S-!E .;Y21P.!L N.#=0$!ZGA-COF^$2/;YWC4J,%/NW')\WMZZ M\0\XN&564'K<#=V>DW&IQU,5IU[=

(IXFGE2XU95Y[;L33?/4<9>^B7':,NR M,O55?OC+YVSDV^'1_"M6(AZGN'>5E__=_Z1DM7!W9!3E.B14=M)C;GB+>1+ M@O7\AZ*

*Y0@#!W0#A<./@D9A*W9GTEG+!UF+EK;*'S&7@^_$5B#5+IRVU[+$U!&RH|*"%;-6242K7MR^0N,+C=%>R^ M,M? F&/'L7/J?7+!TV.Q^>'M|,C$Z[*

F)+N=QX1)HD|2SI6$A.@[=ZI.-3@M M@4+9'|-NO9DU[P(2QZE.G?.=]%$[KG6TM!XUY"\/F8E,-.PO[WW[+HB>^%1! M-&OA#K^Z]P;1D$6?"PE5+5U\?UT=BHQ7&N<;&-*

*JRSUF8_.(+IC;9S7NW+ MU3=XMA,_Z&Z9T.SYV(:^UL*G,Q&[V%2]P7C4[T'M-J+M(T*+TTJWP\AW^%D?3BJ5USRXJ41J1(*,] M49O|RfG;"\)F#SKQ8WQ=^*

M")3B&+/MQB2^)KT_DKO[A/#RZ.C#VK7G4&M/< >B2&9 @5QM,'QC4RQ?G\R(XUNZF2%6^UPI<*|?WS[8.)ZA^%C|*

M,8:GP<\E<.:^#4YP<3Q")^P&V%Z$8\;5(,91F57>YSUZ0XN++)s.EO#BH5^0X-.IOG\RRP;]#P]!<#B<@(U&HB5+&<4)&Z.*I>;0/Y M(&]-*

*)W(UZ*SG.AO=8721;HF7++#\ATJMQ9MFA"R4&Y^\A-!B-9;7?R[$^ M9ZV1=U%#"#B/8U3F6CTH2I;3M56F\HW:U6R:!SI)J`H3'XYMQZ/KF;-5AW;H M+?#2*

T.I,$YI9'2%U1,Y!#,Q^)X"?9M ME[9+O*:MJ;P3Y.F.#A<9+'?TK!7OJBBDW:LUS5SZ05_)(!B.QPOC1!+3^WJQ< M3?]J30\%1QPA[6=R)3R8*XL!TR",M"WZ.F7(C-H@2A"5*LCO-*

*,5*4B--@[2 MRG[ ]F^/SIO\;(F* (&-P-GH83W}(G\QD)D5L:WIV=R5P|IF"TB!-V>&O-& MB:/3E3R>KV7-FJ$+#E)FEZ8KG\|H!I-2?M0M?<8&B,.)W:AJ>.,*BSNF@6S5X*

*M3,KP#XMSE;I"0%=ZRMZJUO#1:1U=B*G[&V,"WF5|\V? MF/W/:MCI_?"?0'MHRW)S7WKS]>&66%/IX^.EMINJI)(T>L)-9[\YBEE>'[;R MPIMRXVL;;;&T'1@%0[E)"'U63'EW2-*

M1HOO'V# C@;7CQ-@#ZRT MY[\WP:RVT5'"P,.6!6@$A#&;P;G]70@3/IIAF^?)'U &;<)AIS+^FF4UOS- M]TV45&?R,&,I[2Q"4U]DIK;=^;=[A ;#ALQ.3M'61Q]XM(2+6D1(DJ=PHV.T*

MR3C<8_GO3X@S_PH=E:3$B1GW6_34[=7D.8P*#Y9:P,_3K/&-H TA(FY1!H@0 M%S4*UAH>&48[5HF4K=_3F-&N .(@0A10=W@%]8Y\/M'N7P![<;@"&SVW@,5A MTI9FC4^$0,FF?

F0'Q8_V3I!8S_;8H4A6I.Z"?+4_"48\>=HQ+"%;,F]-\ M?WAFIDO[ZDO3IGETQ=SAF;?X9H6M!^)/(G5X]]J.TZU$:Z1Q#H'NSF>(G M^DO"9MH1TA&>>TO5(6&AFB'1X<0U!@V A.!

O&DFQ;.1ZF!ZXY2G?@/W5'C MH3#.)LTP%H9O>8PM!'(D430BN]>W1@A 9= MU"'(42]>@>=[6$=&19IL.V57FRR#>7A(#;NQ06.MAM MTL'8^-827^E>Q'WC]3P,/O_)NG,K-

*H"}>&%LPG6O,.SMH7W*V))?%>1:0 Q]9 ME(@K*!:+M[59V+$DG(/V+X74MP@!.&1@@!-M@"O%>--K//&;LVM-9EGF=1DN7#4P*0BC-2<,FR^I?Q=NF-*

j6H<>$P.#E=###=|84LS\>PK$/JR+ ^Y(32L8S\ MSK?I&D9.%IHH 5,HC#DF,H(\!E_%&N,5]F4'VW_UWTIT8WO//>A/M7>7{@? M,VRN8A_L&\}AH>CXL\TMLJN,OF.$G^_"4LI*

M;Z;M.WS=NC/C1DGUC".O+TL9'T>072;,-L7>6"'5HK$(%JWI$.YXKZ+H\9G< MGWCQ_WS($*=6QCOY)-S=DGRX4.YETJD#QKY%EF%%ZB@D!'!NBU$'!>K9WJK^_M_F;%?

*(ZL3SYL5.0BDT(CG@"HCK%ZB1,<*LS9VX:/G(KW}_AW6U%-RFRS)?^AU4(IV> M8C,,$H,NKME[S>S)?-W9&|Z$[NQYI?N%'R2NCV^I>%6^A+BI#<.1IXV@CK#@*

M7TC%&)5OVP9&^J!<&HJ.HI);VD;S6^))HO_2;WXU`16'MMY'IVDM2Q2!L'NP1,[^7\[\X0WBQO.2B(!GC"<I!&)DS MAL,5).(O,+J%_%+7IM Q/'F:FWI46OP0[F7X]

*%U!|%CIX_8GL3N+I-5 M@&>(%,U/PNB^U'!'DP*D5.LC6_(45F&#!!9[L.1JB-,\.(^+?]AHOZ| MY/B?WXS=^Z$SZF,5;+_]8<'VKP@GOXLAK_[S8\A?#"?_$E; &K?MC%VCOR-Q*

*M_1%6*J]=]LMF$-?C3H6]?HG1R%Z=(4FGD\@'K!_5V8I7W\>-8;H#()G$$4G= MEO:P^2Z(R%N^&Z:8(_1%9/,F09HA&<=((PU|1S%I)JC%EWL5W/9)>*PL85] MXOD*K1.*

(0Q[^3=3KZ$)|IZ?4177=0WK6#BHF7RH\'=UA;7W*6+_0W1AUCQU/7 M3"G'KT_M/0#^\S&&O/]N%]Y.Y$HTJPO^.ET+84=-5>S8U'FQBION9\3<:(

M9P4^0>>PC!WF+|:#=)TTHF$+MUT+@\|A>BKU;FK%G0?L20IVO<(_A7^GKZ=ER$9Y9(MX4M(J4?.C4EKW5G4YY""/QOIY#D%3D2*/BBSOO0-S56/CU<9+^;E[=!}-B4 M-*

QLURFL,LD^5&R93QC2%7=!VP73V'9)2\;#H#9:N1O5+M?L9=2 _^?C MO%;T1]>!E<8+5+EKP1IC@3=YIQ#8WCD,TH1 3THX^(#,ZF3!QB<=$(S;PZUF MHBL-%@(3HY)

<-2%P6J0\1:$RBBD+M4)%D"M%39T0H"IF1EXO/WAXRSDBJ^G> M;(]5#<&@1[A.IN?C;Z2'!2$%PL73V/;,IV.0ZQ!R"6WT'IY(;'N3ZQ-O7V5 MS"ZH]HZ4/(IJHE/"#\E6C)LPU,&*

*>>O?;!6[IM$KAL_RV^:YN'N.Y+W1JD=W M5$\]U=%_X6BXCVU5\BSF)HWL8 *KV'6@'M-3"3[P06FPGF3:*7+...$SFX23C M8:-*

Q8VIN9YC4\FC1?;$,%A2L/OU1%YZPRK$^D.B)T_,E'IF/OG*MJ>PBW8G MQ'WP QDW21G+=|_O\N?]0%AW M=*]FR 7Y40CV.XWK95EM^7!XVS@?*

$SXLRGSRYT.9'RNT_(@+F#]%E/F_T;_\M_FZH_R1KX;^0K)W++^+GI3/JL2GDB"*M.NJR)"],THE=VIG)C<"Y"SDS$%-<2)(RRP5=O8@Z(M*).6/DTIZ.S/0A6]M5P6TP!(U+I8 UK?*

*1!N^UZ4M_/M;M+X.EL/OG(_1]DE1'-9S8RY>Q]9?=ZCQ<-M10]R8QU7*36N.+8$C)U*Q'Q:=X-S<*3'U*9!!.$B9FR.R=]>$0%EA%"X#[Z=]JO(2 M X*H-*

*(+EA=+HCT*V2/!&F@W.%1ZUC[ZNCPK]PW&!GG!N_.V%,P:%+LH-NR$##_),TNF>-)6 M>86R=":1C1OV%V!;7V;2UU]??V=[W9,Z_2?9S3)TP=7XI*1"M"^B_OC=UUIM MGE^F;-*

UN=6I"N_6Y8\;+6.SR<^29]J=O/"^@>CXAZ1^D;#(.V2-3Z*;/\L;7 MQ!SAA](_%>T'17/CS;?LWBAV7#-E1HQ&L\?NJ<=? >+P<_ 0; M$A&V#KZA+C.SL+DHZV/L>'U4B8[AE"-*

*R.:49Q'4Z[+' MQ%"[E8_F=3%)XVQY.9I7Q(#W5(V10U,S M^R^\ATZ18CW37U/>*WHAF#K_CGW4A(X)UW)8X.U7- L>S@?0#F+,C94-M4(30*4RV124WLJ^?*

*RQ0;$Y403:\?;0=+3,#>=Y7(%L2XJ73V0,[ZDX'C52%Y6$C*N MXRMSL:N&_ U(D@ZP!61_I!9)DO-&8H5QTS$U^ M!*.1C343R'A,U*VM^RHL|f;+@ MH#.L?*

*L+/2CWH"UX>CK;!%G5HF+?E(TU1=7Y/,5;5P(/DEYY CG486 M-&AC;_8.+Y$2 B79{WSQN)*ZRF,^B $#Q$.N2BH3FA4J!<_VP""@E!H:@G^] M=OYHY.)>S+<-LBM5VC"[P#<,1UJE@H'H_;PX 4T*&$FL)XB N"XAL.^,'20$ M!$/X:MUA]6OP'[SIWTW[__D.L+X?_EW&6O_@ZNC_&+6_76SXDS"1]?_%R&\- M_|=-6\""$?S^ſ\#;$.CL[ATI5Z&V:&UCV-%RE)W-4)\KA#X,DHF4P\IO:_<_M42;*>YX@V)-S^X^5G=;7)TI1;IT5>(!$<CP(+LLZ;13F MK5Y;8(_4|E_<$K&\O.SUGJX59X0 V*+P%K>9Y9!Z*M58Y7 2>-07%4+M@^JK-MY14\[0;<)0?-!@0HF)5T#E8&N86.:Z(7NAV M:!%<%?T,%AB)V.1:A\(?;6&8ISTIZP%@4KAY>9K?LK\XGX,>8P]OJB:.+[[M2%:\5(CB%7XH* >Q@D6GE?H3O&UE#0 ;$6))\G?LZ@(;+ſ6 MW+?48%|&\RP39TR+'K&;6Y)E.O^8T@V?...@-$UO83/.=>SB#L3A:(L&^[4&T MI^0"[R0AH(I\[=P_7RU>+]ANI:[9.$J<.O_ ?:\S 8N@1%SAI%ED*E%33L?> MNQ*R1WYS4D8P*7,.NCWVD5S%> M7!6)G5"\,\$M WY2_OV-MR5-54X_*'ZXYP>3R$7%T+&&Y?MX9+<<)S^T*X^P$ MOEW((X*0*.RX3#[",F):>)V"H$ATU@?PO3]7LG(/=3N$2)&6X 6>HG#L=!]M MJ+GJ'T<V)EWI(U$0.G)X)DR[_-1VX"]%?)"P-_ MR**!SVJ;X&+IRG$*:F;2M!B(2-@ :"B@=<<=4L^I?\;G8D4\ QAV3M7.Q!OB%CEGYG.K8"[37 :O?WM-]:FN<G&"5<-M-IX&+@0)HX.YM=36G'?#-8.6!EU!Q8LIO6[6\&&U'PXSVK,S.[T8,>$0#K& M%&%Z4OMV?7?(09&F$P)FZMV8PF9-?A1CD(/P0:%_;7W=H M>"/;#A\#N0F!18PU"S(KNK-,$6<60#E6UK>.K>]W^3>[O!B?*MDW;DUZ[+'+-V1]^4)]=W>U"LL,MH/J2'6CTV&C2/Z!'4" M\2,?! X-P(T]#I2-0NZ<3M_**??X'7(>M49AE\)=&&:VK+XL;H<%JAK']\861*MG".VR@OVTQ05-@]8*UX'BEWX@*.D[/E7S<_M9_\4CT,ERC#E?J9BPD'".KV*6TM<0BV"A<_@)AUGYM?@0\Z1U<[GD@NUR"R"PH;D,/&XQ-,QQ"\Y4$6HI\"!DT7JO=L-,4?^UX MO4?AC+4G#>[L'IZG/QCK"EDRV_C.=O$^6G+W,>|,,5-:S;(PB*%R6:,_C"D$c

*J6EG@%@(?3+[P^8=-_76QVLNI5B9;M+M-MF6JE#4=]$=ST.S%)(WQ=?]M;)TL3@\MD'794;16F]=G*GB-[3-[<+*S(9ZDA]D+*
MR\J:&W2[7E=EL5G726KKI?;R31<0CQTOAZ7WU<^RA]*TW2J'13[H16GQBF-; M),ZKC:DS-&QJY>2VT:71/==4[RV"YI2#))?+9,NTIFV M;=*0N">MDP9?
@&FMD.6LG3OS_/8[_VH"K;80>);[_3BA-~=NO]Z-B9 44S-@-MBR54A#10:99E-LIZB<=8%|PM2;2E61>SVVGI14SZE=.'I,!@.4Q(:V481F+!JC:S=KCH&7C'"%-AR@/0LWJ,'NRPZ[+1\C
MM&V&2.ZQ?[.5V2?$.CG8BGT(7KNX[>9=-_"^-M78BVH7?\U\^FS?!HGI>NJ[7TS2Y*(RM3TRBP"2<@E4NA#;E3@)(L#F<5YD2>[-M3>BV2)2GCD(-2]>07-9=U2H29H7P0(PJ]?,
<=$!:.:S^Q[O'QI0CCN]HYH7_$EA MS4W;"VLDS.P+*L?"SK'0TBN6H&I,%R-N5VF"5INL>M-%QFY5I]/[SO>)FMKZ M^4Y_/]:.E)E2\V2^4!_E>A;GJ9D"F^
P)Z87!8\PS9((:V\F5@E/LI0RX.7A M16(C'UY,U/]D)5]_W>66-OBF\#)>=F<;7RC S.:6Z@V]Z=88["C747VOUWV# M$OJ[V!M,:NJ+O$&AS]S:#;_CIMB?Y5-[#?A)&2]FIA):.!#Q.<9X7
29<9IBF M<[_JE28C0-"8Q!!E/B8PL@<0R9G;)Z$)PA3W!.!]9;U&2IB"'"@KXID] L$)>- MDL*3$IXL/ZGB71+46N-WK1T}LfB.5\SJK,:X%A++:MJ^;MVC%O5??
L>I3]65MFAO5.>U;Y9)6"D6)0H7-*.8!&FN'-^]+B(+W:1\X7;--:_KZ:X4:#MHJE-U^-M/?_X9$!>2MZX$,_[-MH;!NK9WL%A_92!PW(I!':9,Z.:8,>=F3198]EN-26"$V1 P@N@WK[-VKX;$
M1S)&_I^%>P,G'&_O6@G2;U>UC3 M]JF-?AG8TD8-<;2E#KT3[/,]H+0$PS0V\(+"(S03<=*1&]7B7VT)KY7 MM!#[])+1YB6XFW5?B=NJTH>ILJK/4F^T#V?K19U[=V0%W1-
#;_JRV^WD/9P4KA41GSW%6OFK>R;62%;B4%>2]H83D((V04G\SY.ZQ.FZ$+W/7=D6YY>ZN77] MF:T^<+A>5J1$1#RHX=:HY^]H^27.%$T0P3E4A,\U!BF>9QQ(H\"!AH%*LEW;%C
M%OLF.5T^4)<1QWXY WG:,:(CH 0,2>P NCD 983=%"BK[X8Z U1?IK>.'107 MV^Q8ONYXJCY.N/U4K%FY,(?Z;5GANV753=#=)DP\ST=E.Q7G&>9IP3$I@AS3 M2$4X#@M&F:24Q:
.:>6=.1K8N'SK%"6C9S*"9@HPFGZOE!A7/Z ?#D+9G/YZ%<92FANZ8>#)B#@Q,:KW< 3HV6U>L M=%T[%MO%20QVWYEQIT,RD#&3C.(@E J3-".896F!BTBDN0QB_<]6(1D)FC
ZK.G=\FV(5,)&D11X188]R\G M-.:AJ*&"EKLZXRL]O@'P B$+&60Q#G.J3;=VK6$M>%-A,.DGLR&A#*$D%01>CD/T]DW617+ MZ>\KDK4&\--$P-G987]@2P SCG4S=Z7':%;G9V0G@SK
+%)++;F=X,>FT_(M-MAYLN4Y%69R5^7<[U*$Y_7"\ PR/-OCVSNFB*Z#E7T6:XWU0(S?&"[!;W7U>+ M#;P![>L5Z> .K(_)]I/ZFY&N[U>KC10SHDA4$!KC MB,0))DP(G.=
<82[2+$MY'(LB$#NF:8W;2+.|+P$8)P5)F1FD1Y,"_MDU@1G$=1CB,I61A0KK*"MP!:C,#V!M_+3^Z^!)O=4)3/6*?2D2U?^2FS(?+_=^<=IY_*YI?3^C M(B)I3$SH.S!3;IG>IG-
)L9?)C'(N!26@,!2 IMBQP_IF=&5NR\NKF_Y#(+4S M"",!!3,/9\R!P:I)P#=#> %-A,.DGLR&A#*$D%01>CD/T]DW617+ MZ>\KDK4&\--$P-G987]@2P SCG4S=Z7':%;G9V0G@SK
61+8'ILK9^1G67VA72I#>K=9TF=H/>++9?KQ1*2L'P)-M@>&8C0?A8=IM(?<(E98##8CJ%<2ZM.5D<9T"H;B!GZ%'7[F,+^4D=%1FP[^7C-M9M\$XC5[TO]B$A%C$:0TRS%CA=[4I?
X/$W1[#UF0A#)2 4] B8@0XB/K$C2_.F]H8Y50=!(+8;1,?"SB8'3!<&'2.*H=NT;,,'2]HRXS/+FIP M"+RU60.0GK@/&QR4TT9M#FNXAI$79L)'4YSQN5S] ;X9^<$>9#@+1)XRQ0*L
MBHQCPF*EC8TT%11!EG)%LT@ V)<)C9Z0+E#&E6;IG;XB28.C>KU0&8/vO,# M!#^2^U\7 D*U;L@V!X!#A&%.6YBOAI3$L;YAH4\#?A;ON$XW]LIO>MUOLMO7 M,V<1(3(0
<*j/"9A$+,)4Q!RG11*D7"9,JG2VD ^FJXR=2I^E8_45ILU7N$O- M^IN\IXK80R7;$JC_]<]Y%(_XIYA<1XT.Y5V!\)Q)-$.@1&J GJ%\39EZ!R- MB4<*]8AY.C^HIV"=HC\JQ2;N=
|LJZNZ\.FYCOZ_>GX]9ZO5W@,5<4(#GD58 M*))A0GB 69)1'&0\#ZA,PU3EH!:)=G1'WI._;!X?656?!C_+)_W05I;2=1Y0S=0N4# J
MCM8S%$;&TVT2VR5RN:PYU72V*^3MS&B]9A77'!2Z^]69 MF[<'&_E425XVO7'DIZOT:'VX7XO9Q6:W+ V8-Y0NCI68\CH_"D #G:1"9!-88 M4T%23)42*J8RRA)0BQM?
C(V\'7381*++#9WTH8AT&H0TP/7TL=L[E2X -VRFZ M.'=9O$$()FO(NVS>H*/Q=#>'|^E\|LGTBY^WGIF>V)]X?Z9?,$||:7I>WS4L
MWK7UY#[M_5H^KF8]X+PH$HYEK&THR>NV%B'#!>.*"IJ)/ 3ERE V@;\4Q>4\6 M_68(HYHRL 3\$DZVL?"KL,_J2&LGN$-4O%I7C[7?*-B;A_4DH?QIJ50UI:X$(CZV1-
-'^T80%L.7!+4AD$9CF5YQ0.F M!<-0C)"S9BVO4Q!K>/7)@EC6@G:#6/8O>:I2O-VLORZK\K^EF&6!BK-(*9S' M.<$DH0DNTH!A17+|/YH7102:8MM#;_3DDFZU(MN1]5@YUL'-;@_VA
;PNNI, M!1G:$QZQB.Q4NK$*R3J47K:8{%3DP8*R,Z)81-=P/,@ESAE(1Q M)#.IDHQO4];N[0\+$]X(+4=UW]=BQPUB+1VUYPPRV()GYZU-\0*S%)KE\-AS<,.DVCRCW]H_1\FI
M@PGNR818$IW4>,"_.#8;P+?=#,;1I*^/&S./X)-Z4\XW^K>-> 5HUZMV<(D M:LVR. X"4SM3\+H%;4XP#6.&(Y5(48@XE3FH4)(?^R;AH8L^GT[8^U_%X M&PH7'_G^ <4[:
{@0L1*8[#V4^J2&WQ&:XQW =1GX MO=0OBZ?2]!,.^+Q^E>++>L7B\?G[1,#$FU[EEB9*O|R\>[]]T>US4'M;]I>)"+ M59-%4[OY]K=2?9 ,WT=Y0@-F$2! >$ViMI#6Z1ZJ;]W);J
LA.O>=D\|C@A M|O+ UFZ2R=OOYJ.6G^4C*O?*&(QWFATV-1,$9AD+XSB3'G M%;.]++^9<\I'N7ZM"0^9AQ4V>5FJ_5'_PSS%1U+1KC"B68<%$G+.RB%*&ON(MC6P+1B17;#K%-&ON(_MC6P+1B17;#K%-&ON(
ACL,@203C02)R";L;\H63T^70 MB$C9&4=?TCOY??TN!)04SIKQJZG<^7O]?)Y761<#-M^<-RI?%IV?++:UWY0 M>'^]ZB^3FKK__*#09WK*#[_CV**N6HH-7[<[.LD9$U'!-
(!*&\&&!YB27.!, MYEFNULP_!^V/<++5:+6 &WU5U5??G&7Z^V7R'+WA@77A];1[2'9;X;-.7- M:MUX'''>5R;'Z{JMO9IK8Z^?*Q-FRC8%(+?U65O[_3O5K.,9Z+(0XH3;J]%DC#!C*9Z M
XNX4B+(.D)9I7:U4AE9/=TMST1&LJ]HJFVGE?T8]>NE-\EAFNDDM+4:6@G5 MHXCZ_48]10]+Q?=1(5M)\LJXOV#\-W0>TN[(8JO&9K^:,"L2KF":85]:XRL M:YIT9TS'GKC]#M@+P/
VZ$MVH/]W06S/NY^-<$Y;8,_"D^V#-N)U-T.KYUU3 MGGG5UK.UHQ";*0B=HNG[9?V[5VPE1=M^^+;JS#5>?1:.A6F:I412G$=$8"(((MQP4M|/:9AB+@H=Y*&8-
F_5[+U.CQG[=*25YWT'Y.KC7%DLWGSTB8;GI&,U8F M_%BWA7=O.>GAH['52]>%&V9P.KRA[>B4=F,*45W FRWV^X^F?A+73*.6.]1E MVV7CME";PNIG34<'2B8 71KDV?80IJO
MEV]++P3+BS3"V_+P!VY]=P33=#^V1-MO-,^;27)=B>X9]_?2'-141N+1W/] M-YM317*92YS$4=H69B8RPDD2BT Q&0HA03-:?'(WLEW8[9!K]AV\'6W$:N+&
M37APJ@&S^PG9G4U=*TMST1&LJ]HJFVGE?T8]>NE-\EAFNDDM+4:6@G5 MHXCZ_48]10]+Q?=1(5M)\LJXOV#\-W0>TN[(8JO&9K^:,"L2KF":85]:XRL M:YIT9TS'GKC]#M@+P/
VZ$MVH/]W06S/NY^-<$Y;8,_"D^V#-N)U-T.KYUU3 MGGG5UK.UHQ";*0B=HNG[9?V[5VPE1=M^^+;JS#5>?1:.A6F:I412G$=$8"(((MQP4M|/:9AB+@H=Y*&8-
F_5[+U.CQG[=*25YWT'Y.KC7%DLWGSTB8;GI&,U8F M_%BWA7=O.>GAH['52]>%&V9P.KRA[>B4=F,*45W FRWV^X^F?A+73*.6.]1E MVV7CME";PNIG34<'2B8 71KDV?80IJO
MEVj++P3+BS3"V_+P!VY]=P33=#^V1-MO-,^;27)=B>X9]_?2'-141N+1W/] M-YM317*92YS$4=H69B8RPDD2BT Q&0HA03-:?'(WLEW8[9!K]AV\'6W$:N+&
M37APJ@&S^PG9G4U=*TMST1&LJ]HJFVGE?T8]>NE-\EAFNDDM+4:6@G5 MHXCZ_48]10]+Q?=1(5M)\LJXOV#\-W0>TN[(8JO&9K^:,"L2KF":85]:XRL M:YIT9TS'GKC]#M@+P/
VZ$MVH/]W06S/NY^-<$Y;8,_"D^V#-N)U-T.KYUU3 MGGG5UK.UHQ";*0B=HNG[9?V[5VPE1=M^^+;JS#5>?1:.A6F:I412G$=$8"(((MQP4M|/:9AB+@H=Y*&8-
F_5[+U.CQG[=*25YWT'Y.KC7%DLWGSTB8;GI&,U8F M_%BWA7=O.>GAH['52]>%&V9P.KRA[>B4=F,*45W FRWV^X^F?A+73*.6.]1E MVV7CME";PNIG34<'2B8 71KDV?80IJO
MEV]++P3+BS3"V_+P!VY]=P33=#^V1-MO-,^;27)=B>X9]_?2'-141N+1W/] M-XM317*92YS$4=H69B8RPDD2BT Q&0HA03-:?'(WLEW8[9!K]AV\'6W$:N+&
M37APJ@&S^PG9G4U=*TMST1&LJ]HJFVGE?T8]>NE-\EAFNDDM+4:6@G5 MHXCZ_48]10]+Q?=1(5M)\LJXOV#\-W0>TN[(8JO&9K^:,"L2KF":85]:XRL M:YIT9TS'GKC]#M@+P/
VZ$MVH/]W06S/NY^-<$Y;8,_"D^V#-N)U-T.KYUU3 MGGG5UK.UHQ";*0B=HNG[9?V[5VPE1=M^^+;JS#5>?1:.A6F:I412G$=$8"(((MQP4M|/:9AB+@H=Y*&8-
F_5[+U.CQG[=*25YWT'Y.KC7%DLWGSTB8;GI&,U8F M_%BWA7=O.>GAH['52]>%&V9P.KRA[>B4=F,*45W FRWV^X^F?A+73*.6.]1E MVV7CME";PNIG34<'2B8 71KDV?80IJO
MEVj++P3+BS3"V_+P!VY]=P33=#^V1-MO-,^;27)=B>X9]_?2'-141N+1W/] M-X

[5O5LD9NR|B4K&;XG(15$2<\Z(&WJ95OGJ&*&9%;\A[;2TKYR:ND3(V=`7T[}1 MN(;UT"8(,'TTEU|;+76%&TAHD$LTVBG_<%#,T84745!=\7:]OW\Q!%AG_>=*

M.R.:T2R,?!0S3^4E9PRE84Q0&D=^C&.78 &;E7E&8F8E/@$7O6/R M-&EAV@@4U'P$UYDLMJ=L?7Z;1J7]`O;.RCI_$GP6/LZUE;Y-

*^7CMDR<9.3/@I#VN7H.I,Q.V780@QR^H,+W'L6U%UK[8 Z5K'-,_M:|*ST7^4-;)/#];&MCANT[=C0 MSUGNE7_8KMD2'7@H&);,^:?BP;F9L)3B/'';C4,)S[Z*+I3V/B=5-@!Y]%NR6 M2"T*(96ZO16H=&S+ M=DA)$/$$1=C/YIU1'%Z21F^C/%_#6W1BJ'U$9A9(UN:MSHZH[CYZ&8U1MV*RC##.5.Q4/?O-^64YMVV"RO&:>@/9GA6SV@[+TjNR7WUIJ M&Q_DN;-G#S\'MA4#S1VNGXIRL_J?^GNV8\ROA=3AQY H1T"@B;DR$ID69P,,,=N?ND9><*(+:FC@%TU&[M!!2,.O5 M,.7T](%QNHPY+6=.S9JC>',4QVL0I?NW:U;Y+7AJ&*

4U|@2@5&&$J.$K"R$.QB!@5@A%!0)/<>RG-_M;,0/]PV[AJ2:9;?C$.E=)EL1W/16:D=5EO: HY+9'FQW1N=MQMOUB=L[Y[W M!<-&P_48CKKWUHVXDRY*M2U?*

*ZZJU_<7V/26!1V),D,_%B51?%[$!1IGB81HD M'HN"-_"-G=2@.?>]3.W!5=M2KA#.CHNF?G)"G$@'3SU=MXP2\K'!D#PIL/Z M(MMJ0*Q!<=D6Q/H0G#4A!KP*OX&M+Y?*

JA.WUZRU9L=^J.G93CQYO1OI!W>3@ M>UG8JC-;A>;/RI8K1[`EO%1_=9I8588S(79C"3LY_9VV'CRCEBQ.EP8G^"+T1\RQ-]

*MM4B_R81?'""A]$WI!.\PS.O1PV=,YG9799>1_C4W.G(:HGHV9 R>8?;D\3G26NP^HL M-&'V;FQ$H&-") MHQ/O3>HIB[S:9?^]YYMVC*4T4._E7VK/'QU88^X0^(&T7&D6J(=S245.?*

YB9,5.UK_2WWQP=E-_E6U MQ"Q7^8,T!%^*O-S]YT]$)'*DQQ.GR[M3,&PYS MG/S]]-R*_DJ, -U@/C]\F>0P.\9;69%GGT$YY\UMX[5VY79,+0]:7(R7V\S MC-

*(6G+WS*1T1@'M,=R6[+LMK5CQ@*_;3S-V M5>_)HQ'L>K'*?)]^D8P|G@O+>;G(OZI6X&GH+KR>W+WYFG;@E MK\V+I7JYBZ)\JLLK#G/E]'5D+!VX9I@(!M.'09G;#=123.)4&"--*

V"^RV,___ME.WNK,[LWR:F#-6E(B=S>XH9%(((@!1WXT0!N,8)3R)D>NGC$@{O M<3.6$>[!I=&Q#MZDS*MU9W:03;3T#A#6,(9JY-"MROG?*[/#*E80S+;3L>Z M2.MM4K*&Q.Y-*

RQI\R;C>37KGA30UKR"GX-[<^=3{2]^UJ_.]77QZT@5\Y!E.Z_7S4MAF=-SI@1_?G2.N9@^]T3 M0F;\$!JI)'-2G|AJ:2C*9I@'WDNAY&F(<<)6D@$ E<$=,@*

*M#:-4JR.A%K6Y@TPM*5!/0CV8$(RR-?%AME17;O-&3$/RV.{)=)'6V!G%&T-[MMU/3X$L&"?&/^<.G_*.*K5Q7-^*W.I,-)>GO|NR_$?YX=^,:U^OO):OD7[-/*

M^;N7DOVC;&OI=5/C#=>?69>;P9YJ>`G&$SJ&I'?>%??4;RO>P*-0FT:(M% MV^RI^HQ4U0\V XC?*4]>_E$\|.BC-X5^_/RX!.HP(S(?X!:G/|F SBP)WY3H

MM$X.2<"$B%&$,WFVQ3%!)/%BQ+TT MX3CF,.M Q.U#Q&;V.0?2G?$H1DI+(&)Z/HLM'Q@@"L/^B(YLE]V60U"+>

*MBX[0!Z+UCMPWZ7>%C(\4=)Z5+2N1W+\UMQ7RG_PDJHA;C4%@"_=0+1+3Q'=[< M*IAFU70<3;% &^]E"0RVTY.E%MLD+XO0W?IZGC"L>B=E+AVGZI.7=5';(8_0*

MST1(>$H|KCQ^EF=7G_W-5BY*.WK7T|XCT M'W?S@>M1R<":|EZT'|8R*Q@ S,M297?T]]=)8M3Q\3|ZPH M??0%TVS"|]NF+ R62;A[:V;UZV;9[4A"DPGW*

H[O8>;RP=3J4A+A]'@&^8.G

*MDDS(=POM7#>X*D(YSF#9T^8[67]F_!K2HMMQJF^$1#¥.;@4YG@!3FOGK:5IOB21KT&.)QSV.I>]*4U7#Y'L>RCR&41I+/]9E@<^$UDP=,_(S*_^.&4=R<]ZM*

*M$&8&@+CJV87YT((9BCU0Y!)0QTG.0$HD MAR 8O^*P)#W,T@T)/D/S.@T9S6K'!M9=KIQL7+BC"C.-QPWS[HK\GW;8?1@P M$F6ABQ*N\NS4#-(LP $*PD!=^'L"!SXHSZZ[^LQZ>*

*<@O:\A!, ^N.@-_[Y1B+ M!U\;?T[K*Y<9?$.LN%N_@0?#?[95.N[WCY5#>;57>9X,VL M?X69=>87(E];D;534V!;&Y]=;NMO:@-(C.]I=D" ;9:6_#/L;>.R&FUM \LN MMK;-*

Bj;=V#23>]4_6C[H|UQF"NY3V=T6U^85O'@M6CWKXPCBR/7I3%% M/N,IP]$0V9];MIHTHE:??;KNIPWU R72_5_D:@ MDS$=;/OB10TF-#MZ$U2S>T8T?U497X-

*1RU,U]:GN:#3_LX/R>,9H?Z&>"$ MG.U-_>D]X8,77.J<;RIIY[1OO(1AASK0.)[]A*DX"Y+,33 *N>LC3,(4I3$7 MB+,HC47HQBP&5?^8L3&S]?ZX]]BTU?*

*+7EP#;QIF]JG?"F1\]F*UN^$&7QW1= MU5-Y:)WHU6'NRN:(+CO V.KR9L;$LBW=)@%UUK]MVFH&R<'Kl:>_L/-Y#K^4);!XP$ %Z]?!BQ_&,_8IKP+KU8^F=] MQOCQ/?*

GI/YHFU$]5^$>@)TYVY?FCL9+$M#TV9TXX[]F8TF@A^ZS>[:KCFUW M!H4T2*(]$6A"#NUNI853:$\$,,^@/7U@8A^&&S$PMR((DI@S*E"081?A6!"4*

*M12%&+O8C(;")0S4(%+0SA(%H=3(2VW>EAD.;:'S0@:&WX/6RV;&X_1(H50/OQ!UUMEZ7>[>O>)ZZ8)"5+D M>G&,L*i.:?FIB|CP/"\@+,@BT!0A';*

*(SFX[.1433B_/*R0>:4)ICOPBCO![(ME(DX0#BE'B(>#1%UO<3+& T9HV");|:Q.YWT=F#D2MT&SP"=GGFU#0C,NIXE M*-=@.#_L67!V//QHS[A"1+9D6[5(+FL:(2"*

*<6E;0N]8Z,U[GK"977]A7]_JO M8*X$;-'Y?O67F^S5?#@=1]]I'/[_+E;2^?A-[F,]:?^CZE9>]Q:=P^TP VB^ M/GA#Q-^ZGYT&,!1]Z7?16,6SP4+U;%Q6_*W|)GU>]-N!D9 ZDZ\/P4G/?\#9-*

MC&H65 ^CN!43=S\N7VT^=>A:Y==1L 7M%C"D>2%L%R#@=, ; F-K,.!>-M;]Z18F3]9=M4Z E[UKM"\S73.PRY1HTIRI$F#),.GG2<*G'$:814RFW'.G?2 M0?X:)BF-0'6*

*W<7G#@FK%F$7#^]YA& 8\NQS!HG%&-Q@8>1B9+"#AX7A3([M8QPOM=QOX](1R>'RT^8'1)NRX)RSJJ/D@GE+*FA=S?B&\^EM?]C(^MOP\S+8RO[C_++[J^?*

*93VOJF>OZ<^=TF:Q2CR0M41.L@0H3Y#7I3X-*5$$**5 MO'YI\9E-1$W.J>FUK1GTK,!%'(8U?:IT,&T&"*:ML$,2#.S#\K5&'^4?#FIX M<;%%5&U(C)TZ#3YC)W/@Y[*HJ@OQ[PBG&|(Q]TNQ>0??O.=]98^|YPP>T--8ZZV(Q)Q1W+F"@S&J/9MX[?@=A|]9MX$V4Q-9N! MR?)1>ARA&8KV(1A,/?GW$WB+\ BDN#VG]/'WWGY0:=>0[@,,:)CX+8\03C:!'V MTQ1E-*

&7RY)^F'$O_(G13B'LQ$Y^+^",= :0JJ5&Q\':#2+L?2<^%^1- #[-Q M,ST:[?SEGW.PZ 5P_X231+MHF\5[U1I^Q\TG7 G>%FJ"GM:://$[\D=']D[_P

MS3V),DPBST4BCER$DRQ$69"DB#.6QW&.1%X*"(W2&_FX[>.NK,JR3L,\@=4 M#|< Tl-*B5# =`2/0$/9D:2/YY(/5608C+O3$M/;Q+MA;@L/O=,2_7SNG=YK

MX$YI]>#NM@UBF^GCTS"+"$GDF2G9-K M@HH]N2&ZT\,TA!/NZG8-#'-VH8=B6NE$UB_%+V]OBZ\ MLE0WKWYN._VZ!AZ:D"K[]= 0L,E8N^7EJF#-

=+Q[N:5[21H&B-#$0SCP797_MP% 4)=R/_3C(<'*?U]=S3&^_'R>]]7-+FY];E[3VK^U O3K+K?YAE;>M$OMC M"Z9@ZGD"E@":D(S=(;[+8FS(7XT-

*333+T]82UF;V[C#|\Y7.ZM0'XF.FM[Z;9 M>>@Z&E*8K?1"\LV^S##V<*)BKBC,O SA2+C21F0Q8B%.N$<3/\Y XT$'] MZY_('5/_5\PG1|&2$_=K)922BT1+>GW,*U%55M+[%.MUGO)*

MJ#-7?>T$3 |-> 6UF/52=KIK+L4E9P:>R#BOB1#%A;FL6YM^=>AYX=E'9R=3SX2?P2F/E6YN:|O& ZW#[=E\5'2IW: %G'=*.72 MF<0)0=BG'D%E+G(\|+8Q5IH\5*

KCC!&:&,%]DEW;L.FE7.CD_*_#OHXNOPBRJDKY$Y3M9\4FL6YM^_7D'ORTVM1#Y>3^ M^]I(5?8 SZG<82_-_!9IG! 2<2155PW@2#R44(I13+D?B53NFGHSCWXSXE48"] (E$S?*

41V7BP-$_(3QR'6]0"2P/*)+9&9/\HV1]H@ MV"2Z!R,]FS%=7$F@' *F M33E\8S_&0W_O-I81OCWOA+/85&A4$HL[]/'ZBV^B%|6[M$]>?M!@4'],(]? M_[&]M"*

*<#'UZ9>1]K*6F&OT_%&8^O&4H"4XJ6B-R/)!E;LWK/&3<;SMM99[EI MO.?,'XW?O?#/DWMN=K-0ZA9K]4'V)Y6@THUXWC/7][C<2U#D)QCA-)/NG^L3 M>:I,@@1[!,"&@@*

*9V&)RZ.J[=7I,`:)IL.?GM?%^=MKMFS?,%D6H !W)IW MN,.`:'#Y5+6-0?>#9.N_134.SBUYK;-CCZ8(D7]FI,>B%'RENH3/TE(4"([] MQJ.Z#+Q5>U(@0 --3*$K&:0ZE?(6.5?A*.EHOKI?*

\KNBK.6Y$!]R4RY#!.GK" M 3!KVPF@LUQO3KCP1PTX#5XW=`?H(V?;M5QV%!,NC"RH?GKM_%?=VOP^RSPW M8"%!B3Q0(TS< &51G".1B%V@R05?@QR=H*

*,S.WJM.PHU=CGGG0YNG*RU^Y? MM"WXH9/4H+!K.CTS@=@ET>:SC"'=R#,&PY>) R2_KX!B"<^;>F*X#KO'KQ/JE M/?SO;<[]4((>X[\F<:B&8V\>[Z3S+/EI;[KRSB/$8E5]B+)*

*M/$Z(""A5=UK0'MN(/5)(?$D0X[BR/'#*T74;/W%:1AS6LZT^`[0 _; MHIGA YHE$^3@-8M@"+4K&N>$T]S>T>Z/$5(7:8!%;]4D>,&E:BI-)>U47!HO M 6\=R^?*

K#:O'YYX^:,#ZY)7%|\VC:N"2_/4^(LSS_"1) P$PA131+PT0WX8 M41X0FHF(ZX5C1BC-'11:#L[XDY#W6G)ZS>8'4)KV+):1 !F10U%!{6@U1#, MJ!OMT+J+-:,5$[;HU;G<=-*

VM8R+.A>^3H4_[7CYT^LOY%|%^6Y-I%^GPB,T M%D' <8)"'V<(QYR@#),8\2A($QYF2"Q)SC,N?D0N:QG^/6063O5/!9U"B)(EG(O\I'G]NX

*/%10@E!$69AAA,_E%ZK[N*BQ]FWM5;,ZTEZM14 M'4D6ZF'>XJ+KG&ZOUL@MU1?4P'"M$6:"WJZXL),:(] Y^GWX\P^.67(O[9 M:G'L_&>5[1Z80'=;,EZ_7I+ M5@R06#"RS*

%[QI8?)'_[_]%E^2!G[2Q:-EQ%#_@7((QC+34V18|<%VAPQ4 MKW5D-E7JP;67U&@=(4_46>L5L\/7QU6NYH=]EL:"?UT]&YNQ*]5<\Z[!S(L M8N;*

[ZK['1SAP&4HQ55"04A}30EE"?,A]SP"MN;.'&LK.6I$VZMPQA)/>,=62 M]#!]W@E>4[UR:K]H$$A2;JYG=HF&UY1NG[9KU8-0:;4\5/T/&?1CP.=9#?DM M'6F'"UZ]M40^?1@[_/*A-*

SFQV(MWZB:4=$]'G2IPI.'4N8&O&7"HRD#4A0 MRH,(A92'U$U4MTQ0[Q|MRG-'SCM_%V7+9!PK(6AIW5W,@ SPW-U/#YRE_M\!\^,?ONB6O=7>;G,F _M;'?0VW_CWW:-*

U^<_M5>Z0EA_GN6&HKC(G#4N& S$,T=>-',V-*#2 U/#A_++#CZ$<%ZXXIY[8#;\O7 M/.. I@%C+;IDQ,3"0:8I0)W'FB.M9C!W\3LIV=W3P]^+[[_DSZMW><5*@XF+ M@ZO.*

[,C4Q)V[U=,]?[AR) O.+U|N/ZG>%M5@@":K#B,QOA5A3T(o8'9C%(,Y M9B=]R6HV-7%XZ>7F)6J})>#014>|-,T>D<7+4M4>1\WS3|!GBPD|QA!GRB"?] MC#B.4<*\'"%$N#RB)*

[S?:K7E&J0R=V"N\;OW1(&|N(8!TG,%)HMM=-(_2 S> MPP8N&>M.T9?,'"!&:N+LK72|X,*&Y M'>$]?4!0.#3?8)A) 3W@ A#F<8%U)S?S@T=67ZN.!!3PGK^O)_IFP!MW>VG=QK-*

*4_;7BJ(HY8&CVC@=%NWY M+DOA:,D%FIW=13VH<_=<@6HVN:POSMD:_7NR(R%L5^X&**6.@1A_7+4)I0 MC&@8NP&.F(N%@.4O=Y>?*

*^XZDR>FM*9K6UAVA.6P>hL(0!"|B&>0KGO)B@FY MRD?++9RH?$F4\RSEBT^9J|&:4UP^%V6MNM\V9./?[;!$^?]N8/S>#T+7#6F M4B^E"_L_(DAJ5Z[K>]_|*

*fT;N2B9=R4\YNUMMUEI1-MA/.W9M;6FH;^[<;)1.-W&>;"P+3KKB1,5<^=N.YL|)B6(]VAN4$75I<%LGH MAN)DJ<6N(RZ+T+U[Z'G"-%U0J!3Z).U%=>H)3TV00@GS&<*9D'YDQ*

*B*4HHY MBZ,XXZ!K@>/E9S_$M\0, ^W4=0Z%WQC87$*9$ ^K(99.]=$1%:BM[1X@OGX5T2 M|#S9[N)3AGGV9%76O[NV+$>M^[&4!T*>T]"\.HMPZ:>FIJ&2.8|AI" D^]UQ?2*

*M5@[^!L5E4_'U(3A+R0>\"I_IQ*6BO6*U7[L)VEPJO;W&S(W]6/.D/!)+$^8-MKH>R))7;KL^)YS(LLE!KCN,0D;F#Z%VR3DW78.1<++T+#&FY+;!A*&XD,FC(W*

M)M.$"7.]2R\V76Y,N.YDN=%GX3<_[^3!\KKDI+Z;$('GRC]_+F$H$5"<]84!W+)2A MD"7R;$A8G'D2C)(E]%(8D=$,_< M!V&L%2KM67]N.T;]1^=9-650.0^KEG8]E$>E<>[^P]%-A]-

jX=6 1W#I;>]_]>R.4-V8XLK\ ==;^O;Y7<'@9U/>SANGKD:C;9[I9O5BO);LHM;4B MI>/5%Z[^NBC:>5G?Y01KO>E@?J4FRN6?&X^?#2+>I% M9]8E@IG%P;9<5.7.BJ6;-*

NJR5&2.Z=E33_HHX_:L:[/:AA4N\%8S9#Z"@;" M.'D3V6QV!-8\&Y8"OZRV?[>9@*JK"PU=Z)4L^,95EGWMF_I?9B0S N#!/' MBQ F/$59XH=(A/(X3S.1^XS>Y_Q!=4'1V^-':6JI1-*

JH1);CN.EM!7:P,#(/.!)JO%5+W#E0;QL1V|O>M26UM.&/TUO4!= 6_]0I MT'|Q8I#M4_Z\W52?^0M?> ^V0#1)["8E<%Z4^BQ%.HD 5IE$4N (G 2,T%1'L M#Y*

,?:S^"&PYOO$W:\'PU#:]>PTM-W2_+#-+T;46SH7CDM #/,C]80T7; M.EMPF4]80<&R ;>,6PSE3QK#K/UNGJ?"+E[W6W?*FT0M D M19'+7813CR&2I '"-*

(UIPK$;4U"K]C&"\P?,#N0=1=_9DS>:/C!D]ZJVX0% M&"8@(C!N'@],.U-CQ\AM_P>3WASV?+:[YG9@)N-H^\5#G=)7_D\B3QPE7F*

MYO/_7%35QZ+DJX>\N1:DKVJ$446HXN,Z9_5_K6NN#B4;7_CF1MR1/^X%BXGP M_0@1{M?F(D()#S+DQQY+"(F3* UA|L \C,!O232L.,3ES=DGH[S=M_$]@.5?/K'#'L-

*!O+UUSR_.5L_MB.|S?%N/U#5;'=>? ^Y?S MI?F =P,?$+S)S8NOI:UQ)B87W5#@<]?IT&YZ9FF&U>GVJ.|-V]RD/8AXF&9(>_M.D.X"CC*N%\W<%D2L4!X,>;WFV)#QUGK6^VAUD-*

*'=T]#6\COU2FMR-T8=I(^Q MT+.%QA+"3%A#9A_IME@@?8E_6]7.1VLO6WT\2:RS.N&++#TTLQK@1*Lf[<5U\ MK_9I%&DD6!AE/N(AKX>R8T0$$A'/4A9'KN>1.#(JS;A .&;7YE#,*

*(>],J)=_M4]=)O8#C!J>"MM" :>0$(,5+/ 8DM%WT<8G4VY2 -# C=6Q R]{(I#+5]@-[V M#C;!818*RA'U(X*PGW\$[">*

U._!HE/IQZD>P)NRG%,96Y=3_GK>Wl:A%CZPU_YL_RVCZ3B4IF+_MIR=52ORR(1CFQ"=("$9477]4U_4S3S]['O"C%(OC-#.)/VVK56CCG"6'KB*0T98HRXF1^S)$U2R,9M MG<.9-*

WYU9U61M30UE6+!(0<>8,,&_]?1LTUO"CC,E.U8=3J\?JG,%Z=FU^GP M>^6T'"L[M^.Y_40=KAW%]E4IYV>"9P-4TL6TSY_BQK8V>]MGD M\0BE"?

%0ZKM1F(G$#8E6,XM)7"QX_G(D:\Z,-\?'5XYB|\K9,>A\K96^YM%I MF=2SU=.^P[ ]7@S="6<_V#'SXL6$68%W2H'JE;+MT?ZB)VW_REK;V-6 &]W MJB;,VXW]I-Z!IBV]R"YC1?

K=3E)G,3-G_SW/-I_R:E-N#]0NI'F/ I#'L58COP$;_<+^5=1 MMOGAGZ7/^?7&2LK7R(=N=C5.IF31++$/$Y0]A-&,IBZ5&8XB[2!G3QWN&8TAH>W^6$3$S,>9B@S$ ME=$4MM=?

*&7M_*:=$4XZ.YZ'[AIE|\55Z,JL79?:JNM+M]5!DF49N*KB07H:? MAJ]V(5)9)/\G]IG':!0'+O4@7D8_J9FM58'6@Z_VR(*

M.K/,21Z7S9(I,4!H4.IB7.!3YT+C#^L[WHAQ_$$9I]_\N2C5&:1SH_73 M._N/C0O.LR2-.!5(A*HW&TM"1&@B$=AE/)(R/_C@H+S0K)/=_-%G-55S?7HBY:O:?*

*E6*PK5LV>K{\.T#M$\Q[#9 M<;3N0=GF\XW\K)G@[O?&YB(X9_&/MDQ%)}>F+& 0/]+6S;#R:?5S>5K'B[_!K/I1K^KR M4Z;WL!NRRCG;N6K7E&Z?MFN5-*

_V>BQ5=215C4<8SAE$(,!8@GP=>_M2ER11004]4TG.?n];,. PUL.H+>SHY#IWM+:.' +]4|08[,])/W3(.RW]_CY) M!M>VNL):N[X=);CP-:XN .?7N=IO3LP,_.]MSOW0=R,

*<_A6[I[=5OGD\3I** M11(%F! 4!E&(,!,I2OP8(D'8^QS3Z215N-?,.FE*

KE_(:GW|M($-V[RXQ.P&55(JZP(\ MIR:H;B@*

MZ#DHW/ETS^'`X>KXX=_RV/6]9-4U^]5P@3'Y"B .@9UI3SG8:X|#O+(M@V87E5_X1C62N2V+EQ7C[?77RO./N4?5]DD(?VNPVB:^RP)8J:F$:E[2X1Q*

*MD*A!H!AE6>1G48P|@BFD=YH^.9"U@3=64[%86L\N:EE1H;\?MI(;9Y7_Z(@= M0PX9G]_S%62]*\YYH(,9,(5:W1;]MHO:KSO4]KS,,MT(#H"EZT\ X46O0>& MG%Z'&]P*

*I_5KC_+7G)7KUX?,.4+_X-V[P,P>B23))4WU>SZ0U??Y^^4>]_RM MB S3[9JD*I"];>1[W,1_%&:A9XV4R,^OCCJA3-E2A-;47D=';,?*?+ M"U/&O:@MP1F:I Z+9*Y.]"*1A4M)AP0]KR8=?-*

*IPH(A<<+7Y2*B:^M$!">)GE#I66>A=*!D&B*A68G\X2!,O DTR/B>XZ.GC M-&EAN@@4%#[^HU<66P_S@DL.^C5\"SH1!]3ONAROEV.:LZK1N4QZO&B3N*

MX\1U48+3".'(31$A$9.[8DACG&99(CQ8P\4^4EH_S&FC^.2!C.VH-S?%/GPT MM\4I,IMMC#N*5T=*$Z_J8ZG%S7%$,%O;8Q^993?(S6'/MLBQYV&ZROC[_OI)

MK]HIX+OYPZDV2"7@BU!-'6]EZ61\X\E_P&S[M4DUE5$\9U>))D/^[N/HZRF(811DG$<(OC^3>Y8>(Q%%]F$N(#RH#ODAE9E6I M!R]^U),D"^%43.I.#N_:?*

*1DAO=UKLMPP=3KN3'3E'&9*VMNW!D6RM&E=IK'H MCC4HYNEV-?RZ8N$Y]G%7P-2$IX$B.115(E@S1#B9M1E/A^BJD7*

M"D%!W7=/U!]9&,\|%N6FZ=_%)$C068_'4&@>X,P%!)>]H2?@50E?OJU7"ZVRKOK-Z=+5\T_U, ^#|\-E6,,L20M3LDN"M&F3^]TFLG^)O07+#7'!(IP;EZH^(U)^4W_?

*B8MGW(YQWT^S"!TVU^:N:!NN M[]T\^KGLJBJ^R!.6$PCCN1FK?I5>05B7A0BU>T\Y$$41RFH!\08P9GM33N_M45VWRL]3K212!#Y?8A0U/0?:)A8P:[0?9+,I=A,=G /Q*ZI7C*:!+*

L?^]=ZVRG%4SM$JQ_$5K(T6^\H\9"O M_H>S3TS^P%9BI4KFFDG!|?[KG/V6?ZU"KRK1+2JDK]%UF;_-$]V6J'>)YQX MOFJ#

*[@E76O4X3!%)@Q2E+,6)RJR8!E.GC5EG>N;]P+A%(2{?3,^,I_+-]!MC6 MZK(X73BK'O'-VX\U/K2-2665(3_?\#+[+;+_U M/+/9/H+&B+/Y;)N.@R_H[]?/SR6GJX.!U]H"FU7]#*Z\7.6/*

MCH!'U3|.+YA6 !WL@OSSFJL_2#?A^DEU@/^?YH:#T"CR@LQ'.7=CE6')$/'< M"'DTBRCU2,)I>Q_"RZS0KP@:)POYD7>);_ 6NTS4#CW14+IR^!]TO:T[RW3_ M7B6@K?

-7&>ES@6D]IJ@M44:F.MY +9QA!F++O4K9T^_QK++@&/A4^\DA($?;B&"4)82@*D\R+ M IR2.(5T!.BL#7(,X"7_-255[R])P=2[*[^>%AM*!5/61J#;88' "GF!=4MZ MUUUY4?6Z(-*

*!%EU29&)L[''/RBTI7Q4.P5_CI9Y&W"4L,2]<.B1EXS|/?QL\!:?*K M:>\+,B"=/LY?GJF$+0HQI/.O3@,U!XYB+CMXX+D&O<"TX4&W@<8RI49*N5)G@X.'U>Y?S3AC^-E?;H+C.?*

M[NRH]V1|(N(<%]MJW4Z:DNISE(.:/9@KWIR:.4N)]! Y"M^35&T.I>BV!DCHRF7Q?NTBF<4O MV(;$O73#-OB\:2_MBK2#-Z6EOA%MA_P3!_UPH2&,4%IE,@S<)1E*%,Y;ID|*

M&@?"W3HT%V[@#8#AO)LWY&7#3E%E03EG MU4?)>MUL=->/|9YE5&2$"Q3*K1UA01A*8"3B&H.DINV|W,+$?U)ADMAI!=)9M@/4 MF+AGK9|&7S!MSWK-F/S\U6U1,Y'6G?

6XS'3,>Q#P4 M\O=A3O)Y5$!=> MG5G-.A2EQZ9\U|8-35TC\%.2E%?I-:YHYXD/1>DA6:Q>1N0ROK(^7V +M^5>88XOD/L?@SN?[7C45_/E:,-,]GH8K2)BGRPR! 6&YEB-*

*"8(.ZY88RI MD'!/*WH[.?&9E:RFH6Y"//^'[,?=B-U??0?S#(QQMW**B#"U@DH""+.J.CGTW&?S%4;%(]7N=,_9\/_]ZN7LA:I3I>,|Z1LE2C MVYO*T]2/D1#/..(X$P@G(D$IP;$*

*0J>)BPE.0**Q&A1G5O)5?-]E9Y,=-^G M\S: ^JT%H*.FVX0%/|/1.H_=#BX\X<2&A;MD"+YK)6 0+/#F7T MO0QN1E(')O8Y.=5SM_3HMSUY.T6&@.(#*NZ-*

*3EAJGT>7KYR#F+#6X@,R*_=,.0. M#F;M0NX>N<,.\C_5\#RW*Q5LM@J5PW>>.5LY*/D^7F]4B6!TA0>7KMRQ+HH M2]E?5\[OJPU]Y$UWLXQL'J_/SV35;YQU&"[1_F?JTJ93\:?*

*25DW4:5^;J4A MR3B.O6U(!EY=JOG(./>=EB,.W^T?:,/_2Q7GX2}]+J1'|_E+_P:B,W3?=B%[J MYLCW,<6!|\'=P\ MUM2E/K3D';*G;S:M2!=C/9J1#LBF53(2TI3\KJ^7K?KY#?*

L4WY;EO\H V^Z9,(S.R+_8.3$]F48:3^Y+R3^^:#VHP[MC87]Y&_IY6[:O.^]Z3_$F7KLME1MP2]E7/W^(MI.2.DF^C-F!EO>2V_&O] MK3C3#T28?X_Q<,4BGP)FRQ;]"A:CDE;@-*

*(JEF%-=+.(R&9AN7&;Z8H,%^?VE M,I_W92PTYA[CU$,DC"+56-9'*6$1(A[QO4CZ;'$6@FKR-8C.;!<_CE2)?=8H M<#$'5,\5LPT3S&;90 A>A \0V5;MO0[)94ON 2"*

*<5=I#WIU:V:N&S!=Y/?*B MLQE]+=9KZ=&I3>PD73{C;A+RT$5QO.4ISZ<")1G&R,VR+(Z9G\4"-'36F).9 MC4NG*$$5,.5TM5[MD^_5_<>7K3++=ZK^^/WR*_ ME[XPX[ET#V!E*

O7;IM7!f^G9|06^28P2]:M$.Y%6/'EM(PM5"!L")#U,F$H M'V!4*&P(5W^!L.F"IGF@@X7)/[WGEW'OUf3]. I'"=N%%'$PI"I,=TA2CS" M$4]=H495LC3-8%FB<"9F-I8Z-?*

O&WI@1Z'J&;FXH83;.%HH&":OF,%A+9S5@ M8>%D5W.0SE-A)ZQE9KJ^\(UR/F[+0CD?[?77RM%N&GK>'1%=YU5FY+0S;T; M\L1-I*4*A7_1)BE%:>C'R L("[A(1.B##!>D)Y=M&9F*

[5O5LD9NR|B4K&;XG(15$2<\Z(&WJ95OGJ&*&9%;\A[;2TKYR:ND3(V=`7T[}1 MN(;UT"8(,'TTEU|;+76%&TAHD$LTVBG_<%#,T84745!=\7:]OW\Q!%AG_>=*

M.R.:T2R,?!0S3^4E9PRE84Q0&D=^C&.78 &;E7E&8F8E/@$7O6/R M-&EAV@@4U'P$UYDLMJ=L?7Z;1J7]`O;.RCI_$GP6/LZUE;Y-

*^7CMDR<9.3/@I#VN7H.I,Q.V780@QR^H,+W'L6U%UK[8 Z5K'-,_M:|*ST7^4-;)/#];&MCANT[=C0 MSUGNE7_8KMD2'7@H&);,^:?BP;F9L)3B/'';C4,)S[Z*+I3V/B=5-@!Y]%NR6 M2"T*(96ZO16H=&S+ M=DA)$/$$1=C/YIU1'%Z21F^C/%_#6W1BJ'U$9A9(UN:MSHZH[CYZ&8U1MV*RC##.5.Q4/?O-^64YMVV"RO&:>@/9GA6SV@[+TjNR7WUIJ M&Q_DN;-G#S\'MA4#S1VNGXIRL_J?^GNV8\ROA=3AQY H1T"@B;DR$ID69P,,,=N?ND9><*(+:FC@%TU&[M!!2,.O5 M,.7T](%QNHPY+6=.S9JC>',4QVL0I?NW:U;Y+7AJ&*

4U|@2@5&&$J.$K"R$.QB!@5@A%!0)/<>RG-_M;,0/]PV[AJ2:9;?C$.E=)EL1W/16:D=5EO: HY+9'FQW1N=MQMOUB=L[Y[W M!<-&P_48CKKWUHVXDRY*M2U?*

*ZZJU_<7V/26!1V),D,_%B51?%[$!1IGB81HD M'HN"-_"-G=2@.?>]3.W!5=M2KA#.CHNF?G)"G$@'3SU=MXP2\K'!D#PIL/Z M(MMJ0*Q!<=D6Q/H0G#4A!KP*OX&M+Y?*

JA.WUZRU9L=^J.G93CQYO1OI!W>3@ M>UG8JC-;A>;/RI8K1[`EO%1_=9I8588S(79C"3LY_9VV'CRCEBQ.EP8G^"+T1\RQ-]

*MM4B_R81?'""A]$WI!.\PS.O1PV=,YG9799>1_C4W.G(:HGHV9 R>8?;D\3G26NP^HL M-&'V;FQ$H&-") MHQ/O3>HIB[S:9?^]YYMVC*4T4._E7VK/'QU88^X0^(&T7&D6J(=S245.?*

YB9,5.UK_2WWQP=E-_E6U MQ"Q7^8,T!%^*O-S]YT]$)'*DQQ.GR[M3,&PYS MG/S]]-R*_DJ, -U@/C]\F>0P.\9;69%GGT$YY\UMX[5VY79,+0]:7(R7V\S MC-

*(6G+WS*1T1@'M,=R6[+LMK5CQ@*_;3S-V M5>_)HQ'L>K'*?)]^D8P|G@O+>;G(OZI6X&GH+KR>W+WYFG;@E MK\V+I7JYBZ)\JLLK#G/E]'5D+!VX9I@(!M.'09G;#=123.)4&"--*

V"^RV,___ME.WNK,[LWR:F#-6E(B=S>XH9%(((@!1WXT0!N,8)3R)D>NGC$@{O M<3.6$>[!I=&Q#MZDS*MU9W:03;3T#A#6,(9JY-"MROG?*[/#*E80S+;3L>Z M2.MM4K*&Q.Y-*

RQI\R;C>37KGA30UKR"GX-[<^=3{2]^UJ_.]77QZT@5\Y!E.Z_7S4MAF=-SI@1_?G2.N9@^]T3 M0F;\$!JI)'-2G|AJ:2C*9I@'WDNAY&F(<<)6D@$ E<$=,@*

*M#:-4JR.A%K6Y@TPM*5!/0CV8$(RR-?%AME17;O-&3$/RV.{)=)'6V!G%&T-[MMU/3X$L&"?&/^<.G_*.*K5Q7-^*W.I,-)>GO|NR_$?YX=^,:U^OO):OD7[-/*

M^;N7DOVC;&OI=5/C#=>?69>;P9YJ>`G&$SJ&I'?>%??4;RO>P*-0FT:(M% MV^RI^HQ4U0\V XC?*4]>_E$\|.BC-X5^_/RX!.HP(S(?X!:G/|F SBP)WY3H

MM$X.2<"$B%&$,WFVQ3%!)/%BQ+TT MX3CF,.M Q.U#Q&;V.0?2G?$H1DI+(&)Z/HLM'Q@@"L/^B(YLE]V60U"+>

*MBX[0!Z+UCMPWZ7>%C(\4=)Z5+2N1W+\UMQ7RG_PDJHA;C4%@"_=0+1+3Q'=[< M*IAFU70<3;% &^]E"0RVTY.E%MLD+XO0W?IZGC"L>B=E+AVGZI.7=5';(8_0*

MST1(>$H|KCQ^EF=7G_W-5BY*.WK7T|XCT M'W?S@>M1R<":|EZT'|8R*Q@ S,M297?T]]=)8M3Q\3|ZPH M??0%TVS"|]NF+ R62;A[:V;UZV;9[4A"DPGW*

H[O8>;RP=3J4A+A]'@&^8.G

*MDDS(=POM7#>X*D(YSF#9T^8[67]F_!K2HMMQJF^$1#¥.;@4YG@!3FOGK:5IOB21KT&.)QSV.I>]*4U7#Y'L>RCR&41I+/]9E@<^$UDP=,_(S*_^.&4=R<]ZM*

*M$&8&@+CJV87YT((9BCU0Y!)0QTG.0$HD MAR 8O^*P)#W,T@T)/D/S.@T9S6K'!M9=KIQL7+BC"C.-QPWS[HK\GW;8?1@P M$F6ABQ*N\NS4#-(LP $*PD!=^'L"!SXHSZZ[^LQZ>*

*<@O:\A!, ^N.@-_[Y1B+ M!U\;?T[K*Y<9?$.LN%N_@0?#?[95.N[WCY5#>;57>9X,VL M?X69=>87(E];D;534V!;&Y]=;NMO:@-(C.]I=D"

M[@28|4S5O.#!#)6]T[VQVW&C]G5_4 PY[_S'BS Z_]RQ9=%NF6-BR6H9,+"H-MS3('Z-1B35@)?M/_C_)#SM|M--|LW7J[!:KOH-UU_B7M^>2[4O5%^-MIVZCY1_K^^B-O8M|8_C'[_670-[@6G\VT"W?XT^%S^@:WYCH8K?X4V!7N)/-M7FOZ6.G3R8:4$M>+?1!Y-$T0=M4E?N0%,I$X'LTR-(P,Y\F^;<:(FD^%W+Z M.,@_W13(*S5.MDW-FFTHY*S(/\T(R-)C_:'?CX@92YW"TJ6U[6M[_D6I%-M!P.>,C[@-4J9)O#V0XR(RRB*HBS"0>2ZE&NEC0Y2F=F%J6DXO*7L///2]11M-MYP>Y=:)BO5;1[_W? H?.7(9-3]$G@P%3\1VYPPW_E5.3M*?$@0)94M-+:!95 MW$$Q3U5V^.&HH;*C=A_UO?)}(FC,?3=-MM0%,2H,Q+,8IBP0F/68H]4'W7-M$+=4$+&Y UZ=."NW0X.=NN%<$TL!WML. @<-1$*V# QAK.NZM.RK[A-/1OUC6(T07M2+U1$*A?Z/XXS\ [9FK]E3^WF8M-$(F7AV(W=K%@W/-<4*[, *V9E?I 6:DUW=-VGA5OF#X/(::GSI9P@&GS,00' MLL[M(1@I=80SI).#U%:5*4U1#[5:)U7IC?!V\T*.XH/WR<^CE-/=W>,,U_$D<>%:3,\BQ1G5NZ3IGAUVQ6R^5ILE(8[&?&G62-S-,N;U#4&=KF?:,W9NWS!L4?:J,W_"(\?%(!?VMX]/?R2 M/Z]4,^U#^A-D3O*E!696Z&9R|-WJ25TC__+E]E.G7SMP5/\%NNN.6%:FG_,87?YU8Y M[]HM55>>:,G>%<_OAYFA>PI7SL2@V>0&:5-X#@X;R34<.[']:P4$<*.*H@?H]/&QN\RJ7*U??7NBI:@,+BO>]/(<"MLVQN7,K?W@J M#'+X55;..UZ^K-J9OP 5](-"0P3QT0UT\&^19=3PA&QCK1P M/f#*E6IT-=TLR7K]>LM6;'?JKH4MAV;"-X5-9>;64F/9@CMV'$4/\Y+[=>VMDKOF"5!`]@G5N-;,@!),B2$ S;"- N4WJ^-4I+%<[29,Z*.*3>"K9C=2GU13C(:!*JZ:4"X3#D*!4XK@L"F"NHAVEVORDV9*UW!75. M F0)!H2T?^AWZA6'-K2<|8$\[*:1 C1Z5TO3!(8I=8?6E=-2LW=SU""^)I:NB M"P06O1OJ%_#T,FC@2?@&_%NUR1_>;RZF<%WG4M4/F5PP!QF\\,R;\F]MWY2Z MI[).]J+*+_ JM24L\2634WI/AZ((OWK, ""U-YBYA:]M:-03+:[.'4%MOVC8'H M.@#FB\,4CV=666B?.7/6I7QK.*WI9K2_%0WNPV#T T"+E "B-_ 4 M<<[],&(Q3B6ONA/->\G,G3A2)W@=*#LM.5!KX\&@AHV(/%AUD)4S3H??IV_+B;Z,"Q2/QG9(A2ZB$\ MU 4-4-6B.K,"_U249?&]3E>KV=&YAV#X>2YTDB 8D\>TCY51)+ M0##HAY;M0)9LT=;KW04P9=X6/.L1/$O3G$H8X;>YW>@ MT;W)-Q.8>(=?Y I-*8>B5SOO-46;]_CG\LO?#=_;E0YI?V%YZ96F-U M3?^]79>E%S:EK.9?R-] S#LL@#;_PF@[Y07*IT%DO/S-F MZ(V*U*8"V%_*-GEE,QM;9SAT(JU?)")MZ-WCB>_A)$6I\'V$PXBC-,8-/ MJY+=E2275J:-NZR'0TAZWPW$ ";,[9GP1"42V8*&aS] M&9CG888IEDIC!T$\F,US -35T\/-V:TB UVI;(;5;8BSZF:#4A]YODOXX1!C@H. A3%A,[4X6H7 MME"]3X?A?74B29HA$C"&7>4&8 M>E[D1036*_G/J-1=V7PA^SR^B?[EGINVIM|'^"O#_9A#OJEGC+]2/!TISG MM)7]9)6W99.AYH#U+#=]%B*FW35?>+[E*@7[PQ]RA\K)^MVVVLC3<%G]]/HS M5T4;SX\K>EU*ODYF% :QE\5!*) ? $&7"HP E2>C*W5T(5IB5;9EJ2C9V;#E[MOKJ KJA3LS9K0H8%D*PU#37G9.&FHI,A.V\Z.GU)F'UD?"7_(=^L-]_7C,G? M:_5._O&FO"N^Y_?"BUP"NB0A.O9M@,;,=]NA MZK1DI<52_U64CB*W#2&\)DV/Y:DAID5(X&UC866>2-'-1#O_E'PYJ/3F M(NJL(=1.374>G9I7]B[H'_+5_W#VB7%)2VVOK9_4IE_=^TORW!9/_'1\LB?B M"$?K" M:;DV33RU\Q'UW)W_#0PVV3MJRR4F6H53NMIJG:X>Z.<5:O0[B>PVB5C.B\M MVWS*]TU99^[4/2+BA'*/91B)4/E5<4!1QCA'G/E$_1OS$|#[/3F)F>UK/6SD M0!'4/V, %SU[-TU:F,D""FHPWZQ/%FMCSB&; MU0M_I\9YR9\Y6=]DZ[5#'=2Y*[[RS;,,U:S8^]3%;9@F'!&!B3SH4(92C[LH M<84O,B_*" '-6]G/7=~@HJ3/<\."6G7*7QO0U55&TE=%9X#'ZAJ[WC8E>1^ MVV;_%2C2<4IQ^(95D2MUU;4["K?)(M6?YRCDPK=Y[V&X&3G\I-LZ-$')AF]8" M"ILU*Z)->&'K @7DW.J5S">:O\H\43_UQ4U7TB2!@1$2'JQPQA%GF(Q-1% M,#,I:[UA8IF:ILD)2FGL1]1U$[D+ MW>=\,Q<&:8//CL+B\F,69PG."/),"$HR*3D)*0>R4#>L+DNP/=7 M6QCH;9O&DL%V1B540\?Y05'ZT;G>;,I5MMW4IVZYT=T2NX5:%P6SM'<=K[WH M[G11K-,=Z(>#)LEZ=6J8=%7]LY1VEE[WK;G3\|ZSU_X+D}\W). "PRDR3#:8O MEY+R;!T4^^4PS,$[6FK\Y+M+(AQGW5U\PC2HKWA:K5=M5@>]0:XU9EI7H\'^VGK68&8,@6<'-;?@62L !8V(]R4;? -9:MZF=R(MK5)=9_Y7%4V)BD%8*I58=9",MNEE(IHRBE/-1L!#5,;>ZH0$U.]=&F):C=E6@$H6&K8E5NF.TX292Y<@X8W%G& M0+L1DSTLS/HN3<$$TF9)3\[>KDHCKR_51$E/BD(/),T7X-<(^R%;:MCNAS_H M^N$WLO[Z7*D)6^H.M'Q54SFK37Z7K6&#^> KSVRICD?%=<8Y[\,U=+VMXQK-M8+FO_+DH]|/C.D-D@;<5!NB.7V?."RS,%!BNGGD%W"U/)O/"">C&O0##W5.5T M3ZR;R1Q2^9I)0T?J)U0?;*/)HS8^T{C)6_@+ =W!A3^.93-I$5LCNVF#_F*& MU")87"CF*NAZ"01*!,>_)/GLC0B,8D3K4OP M2XO/[>0U-;&*7GL$@9:^=G 8-DQ3I0-Z6OJ"&92XGDLPH;:UL]C"1.WG8IQ7 MLUYXONQ>^]ZLNW>]?ML4]/=D>P:A*JZ?'SE\K2VHG5/K7VXL[K.Y-]2NKF/ MX]B/,8Y1&,8NPC3B* F"%&<44@.1#4"+H%&9FSX1K6'.JQ9MF$IP5D/7N MI9>"#J;O>]1]MKKW*0UK=;UHA[E.4+UR_KGCS^)5M0V8+-U93V)ET'Z0;"@79*EP'2]=2@'JHK>94 ?:B#P371M&,'7C*5^?6/U&++MA:2IN3T MH;O3B<1OH?AM_);%^N6UD +C.Z=5\QQ:6+02RT?\<N)R#!:9B<*# M1G@U#N_$HE=-SSP8^R6=UJTN^]OUP_V4LWM)C1T[E.[WWSF-RGZA:^G%,N MPKZ?Y6_6,T6-191PB$*8^1H5(Z3X|P3A.* 0KVTD1X88!!-8*]"&D7 M@/4C=5W<&0[8..#9\'; G%RC^.T-059AO*XU)XOF#1#5#.H-/6]GQDOIX6&# M-T6)XSYLQS%*B=+<5<9# *$DCZ2B13)Y&+.,*8$17-,|\';?!&/H*5];T#JQ.O M.F*3GCYV0+S96;2AVUC3#E#E2+%V09E4CPZ0>]PVAQX_LYEK]9^O^8+[,Q.[M.0L2>5!33\!(6MH01X&B/18()**,-4RKWNA3',7M>MO6OT %&QPM]#,0^KG MD^X5UYG46]UUF1-NW]RUC;#SV[L>K'J9!]MA'6V>&U]V$Z#WJ^6;$LW-PI= M92(K#_M[OOZSROD@83)T.\$Q/]KCA-FA[6:"PX05,R(=Z=H!8).]7#W"CS6OYEMV)_T/ MGC\]SB[?N,K_0/;Z3NMIOU!B4'NBG?+Z5C^UOI8HJZ9W-F/@A2V,40E0[(M.1#%(H8!]3G$/H\3S/PHPD82P0U:(TN.T\X%:N`55T**KQ 30>H"%&1]:?Y M:5(FX76ZHI0WD2T33[X"9Q#KA[,D=>P/)XR838f@:,AGF2/HY0FI2*>F6D*KE_S]:/RI>Z$JA HQ':;$QQA#(*/1$2&$74@VF<(>G[2 %+ M(^*0T*@??C>HL1V@ \#]7"K09I.K-?BE)\W<<,'0$;)C@+'@&;;-D3#I 32I M@!@F^/C0:[SA((VPG!16]6N_6:XWO_/-\Y+-",4TY@F#2>(A>:.1C 3&)*4QQ M)"*/X31-_=F'ZGN,G]'6@>LUH>]:ZFV!VY@_KS*OSSCM=2U\N.FI65 3Y F> MD2;8Q40U(1C3+O!0BWY<6)F8$8BZ%HV <)U&$B!=K3?QUSL(S:F.QP$F]&8V#KUK7)#_P!?Y#*. I3#UJ\Y\4**A8C#+-,LTf>!/WJVAD()%#@!B12H ML0)!= 448E>@0.U_0(E<7=;0BL%IVJ.<$Y%#=:%IRUC{OQ0]_P"_^T?,'Y8H:8SP3- M0NBCV(<10:K:AC HK3^/!#X6$6?V0XCV@,9.G3EILB$A@Q\E[+-&$C5XI6?? MN>" F92U)/[,,46GE(TRK*@!YH(CBTZ)[1]BT^BFB.",J/$\)K2U98W-MIU7>,%=J#,N,L(B3D#%(,1'"8NIO)MUPR%+L10%'24B1<=%@)[B1!719&85+ MZ%)(]YX25L6 W?S2DZ/+N&NF F$$1&5(;'TV'>E&"MA.Z[N&J319:U6-I#'[& M"6^MJ1^JRIQTV=)QW+!U?72G&U^?]2UDP94;]FIJ?WOD44).9E00<0QHYLMU%4R)5 @H0(%UKPDZ) O_8?.";6&40Q30JV*@5J).:L4Z'#%R0N!6@EJ*P-J M?]#.%/V<+]0CZV&XX!Q&>$D@IAC#)%'6>R'?L(# M(T.I#(CAZ\"#>8*-ICOE;V9)=K++CTJU!43#/5@17^\]FIGAKZ/8{3]$.C(M!.T%-;D'JD/TL?FI]8YU;9^Z9U97$L5_ORP^<<'ERJPL4'K$/ EZEH3$)^]V M(/332&K4B,(LP S&7&0B"F@B@M0LXT8+[N@I-S=5i\"]?.%:!ES\7=7$;A8!Q M : &+_4.OSO^V!8'%F#!+S4"ORHFU3C4+4L>>YED4RVH3[2[VD$-F%-7$NJS MH:6NT.!EV157H!%#SF+RH, /NW M^R_%T,.-&NXK5@B%NE^WV+P[IU1&MH^O:&MX'T.-Y.OKV.,7S?7KEU)4 M[Z=B?\T79-V,AJKJ?G6,KI.`"5J&H;_!#X5 .7K8D=(9)M%*\70L.YGR&2:M M8 TGCXS*_A_MPL>Q(5*71M$_LMA[4-_VYODPG3+ 6:+F!{(PY0A&U$M@YF<9 MC...D(2)1-#4*B58_C(]NDDU5*A!%2"I<+[*A1XJ33+ K,SDX%U>-U_L?F MH)E4L&/>N3G .ERT3 !VS$U"V;_G?9+VJ;\&W-#,^I59\3))OP:T=F,\FJQA M;C,TRFROGYXVMZNB_-^?URT;7+>]<8.R&'W;ETI<->LOH?3EE M=28B+^99DL+$4S-FJ!JT[OE]VGJN?C?)HWG[+2 O(/!W,V'8Y^]YUUR%W_/E M-=UL\7S^KL:D&>KO]K<'5M{WMW>@AEK,=CM+77=P8%A7G?'\V?D]CVXCU=Q/ MFI5>[eaZ.J7<3U}3(P\\;>.?]NN\P5?K^5J)%^4UX7XM(\O]R]H7)HYR+M'_FG[+9MZG_)MTWEAU|IM_H%1M_OH>OZLU9@OGB1!A!BDB"8Q$&JA2 M.P0)4HWMLY0AL[R82;$?^U:N@@9>2W!FUL"T^ZAG5G58W3&3;S49H$'"%=A3 M IJD5(,*KIM$49+3P!J4].S2APX3VWF[\P.{)6;-<[V6,ST_"FRY2/X,=C M83F-,MKH'-XX$BY6*$PJ@\YATK&H.FLMB_1++]N_'9>$*_\S7VEF7S9?&=NO8 MO[?K35'5LUD>1$8TNS.?4CD<K(FT.RH=],&?BC(KO{VZBQ2Z<)6&FZ+,HV M @Z2)UL?,$Y7&<&.+Y\". TNV+?EXO*:(0X(${PGTB@0D;IO\6$6IQD,DRBB M69@E(=,R#RYC[P]@WNX?W0L&%LL%M+G_N>0^]TN>O\CNG1_]T0[^7+<'?XYN MM8ZONM1,3/EQ:%Y]?9B/0SN17$_PD=CE(WWXC\4DP^G2V]29*4QQ*;*M[HT MYQMI6Q=`Q7;_5+Y7>)Y.<=T;K)[ZF]_RU%%<)H1AG'D0\Q3 2GIKBF":0 MI,P+***%>)++1&I]HB,++Y<8R##8;S1F)UZ@8LQF62FY8_!7Q7>#%Y5M<6@X>G\-MN% .<_H^3KC"EB/.AED9@I]XO)4=:[&[>F.6$/_T"Q!75M9D+"@F"K!BU=%)W5H^5DTG3IM:J M\'70<[;9.UYS\[/?053;R>MZU+))+$LY7Y:R.TCTX< M^+P9Z<'.G7 I[_*M4 M\\(36-7_]^8=&HO:H5F:!<5W2$1%DB3RD$>(88ASX4G]F+'1QQN.@F[WQ%5EJ M-U5RA9O)-]_$4/O35YCNQM2448#CM*(:7]4N&(-=SL7$R'5UPV;8!-[AWC$I M?.IDF G5;9L%&9I()TK&H6^1U"[$_'K@.G^V9/L1N\Z9>KEGC]@.8,]RF;1?FFITGO<6< [#3G-=4ZN/M M7!49E;&RYOV-;^[$(_XY0U%2H!3'D)$TA5&41M*<_M]2-(6.!S]%YHE4$Q\PEZB8B4A3_NH)PA&Y9G@UWV!8M=6-PP+'J8=DO"IM?KX!$2.7K2)3<23Y+7CB2;Z;0)Y5BEJPYEE6VRY@[T;>+ MS;!%8ND92&'WL,&;[7!&>]"31'B0$")%@CR?_E<4B@SZA<10@GR1T^?6 M>M[.?/C.-SA?<':+5PNYYKI]JN$'&&4I#ZC%TOSP8I8Q#:3/X,&,>0W$JJ!=K M!;WZP8Q^F54"!354,!W?P1H]!7!^P:874T>T#K>$,5;4_30YTL<=0"95N_V$ M'FO7@:E6-+>\_(QNU=VA"K@W=VJK<$#?IWE ME!$/$V14RMRTX71ES#SD'1#K-[["3_S;5[UY)OZ*>>>--B;*.;>S-$,)0SR&OO!5!|AAF!'"(1;< M>@BQ%&%D?D/Q&<]TV4TH[G)V1H-4.$!M2D14^*%$!31PN2JBX-2=K6/%!$'SX#O:H@!(7 M?5M+BSG#MI=KOIC)"!V6@!],._!.B;:RT;0 3&:SF9#;M.&,WKM\6YK[U^5 MK0S;O|.(34ZG&:ASI[J+O9V' XP1'TA:4UA^,6)I!*(44LYX*BV5! FC[@&3 M8#VVUU?!+.Y&>0WTK=I/5.Z\MC)_;4,$$-U*#U3CNUPP&TLPDU. ^2G-#IMP=-+C54HK'W%R6)? MO0U@UW]#UK."UW?S)=K_KA4PQ(_Y6OZ9<&^X1>M&HBA-48^2P]$X850+F*' MSY K.LV.4@D5%&"5HGS,U?CC93DZ5&$@_[!=]6ZJ$!7\+6=;/ >]?#&?(CI MM/TLT:Z%[YTH.D#>R5S1H>V(O]>Y8?@K9LM*SZ>E<]F[_Q.NV119BP-.102G]65"^K MD V&)*!I$'#,A9E":(4RL@BOP('?^((^O^#5GX:MD%L9HR=LSR;73#R>4#I" M^G4O2:YZ$+?"F+;)Q^VK5_ZG,_Y]O;C9@F./41Y F-U"%.H3F&6 MH "B),6>2-(F\;4;@+2L/W90HZS7*4#N?2'[3&J5+#AO2?0 -&NH8TC"B?[$-J M!>.,\|/#]2.NFHEYK38?TQVOJCXGO^YR\X5O42]WPEEJ7+#&^(_/\[;P0 M"U.6B802F(0D@E&(/9@F*(8\%8QG/H\Y,^LIP5UY,/WKUQL)6.*7C=0P?+ M'7CCBB0=1NHI2.?LL5*8RH6H$ -#, >A2MG@^&L*=6U:0#<^(B)P,VG-8\ MF;QL'OV\63[P.:<;SJI6"B9AS]:71S[I11O(Q3NH(=<-6_H#?IIT#T= SR;9 M{/3:46L4WNRER"JNV;[B9 '-7H*:D@ ^IH% !, !H9"TR,#(T,#&UL[+U9=UM)L-Y\/_?I[^X)"RS MS("F5H-P^!N&"P69DL-ST1)MGCH:#C^QU_*'][-TD_(WGBV^/9?_O1Y(Q R MEY]_N.// [\S4]?YY,/_W,":,$_W_[VGVY^_=N3W_^#++WZ;6FM_7OST[E=G MP^=^$1]+?_Y?OWZX")_3E8/A>#9WXU!>,!O^9;;X\,DN/F"Z[_2]=.+OU&^_M@]M?@_(14 :<_OG:+/[I7__IVY^6XIA.1ND\]Y9_*WI^=QSOXV>?)58KIRV3^.MYS"Y^KG\QL]O\X@(\'7Q;^??OZ1_^=-L>/5EE&X_^SQ-&1\2H:B4:&;*^_[? MY3_[^?ZU7Z9IAEA9L/D!/[CYU^4=.Y"0OLW3.*8E7[>O&$W"@U\;%:E.[OIE MR/DT6GPZB&DX6#SUR,_F4Q?FZ%DR$(^,%DF$%DG]IYL%%13R0A)-E'''/~.M,R1ZH819"G_^-/GZ.S[XYR"\L5"(MA/'G=4C"[T7V[ZR@Q=PY&]^K;'5*]H&@:?IL,8YJBV;AIG9N&\)U]"-B, MW_CYBY0B@R!\'H[B[;_.T\E5=#5W)Q4DMU04=DONGGY#KG*;3%#\IM?(B4_>O%&.&#MXV ?>38"B8]I.S%9%\AQOP0#EOF? $'$?>++[B@X#/1N#ER MGIS33'%9!1 /7KL1"C[<-A=EHV X7+]QK-A$?P-H'6FV4F5@0:.?I*@"E@ MY5N2B=!*,/YX&]]Q=WCTYHT@(=]'Q%X2[1D5Q^/Y0@-=TFP">V?IT_#(H3Q_-1= MI4&@2E#M# 9*$NEWT8$WV8-#Z#J98O9A/_QN;=NA +5,@KVD&032#C!0'Z* M]FPA^.N4?WH[N1/!]_?3FE.-$+HLH&V0$[*64DZRDLOMM%!L0-ML1%,=.LXJ2?G)E!SZ;Z=1!3?, -7&8H;2\AH%-8(C*B8R1DDN!U)A B3P9_.MH*C9+_18^_J-H&):ATH-V38!DJ,8406SF[\^#,>)#@R+.CF=03HK06B,K$WD M$71*(61OI22Q D">>?5&X+"M@V-?F;8$C+?XY=GT$"TX"1%#HH'!R)%MA4+A GP2AC&7)%&\'BSN7[Q9ZHK\(*C84. M86*Q-9Y-/TXG7X?CD 8FQY U-MS\"9M8!20H?"*0+>"T)lL#QR5@\8C]Z^&3H:SFQ6$VU+$/DXFSRLNYZ.CC MY\GX-@,3C4"0/5A?@*%<1/6,$^2P(4$5XU*V+MQHL>,?^M?PO#6;TIWQXME2BE%S]DTG.8XU+Q!ME)&:Q@'GI,E95=UT%KITUM/4G]YA.[MVN IP]5>+V[>>UY^IK&UW=<4!J\%DP"B;RT%7(2',T>2'9>.1MX$+63C,]3 MTF]:L2,,51!Z I#!+7MZG6)IC'Y5%L*1937>)J)R!.LR 8'&%)RT 9*1V?#@ MD<<U=ZIW=)6>)Z;?Y&)WWE(%T3> H0^3\:<2+;Q+?KZH?_PR+(FL0E,*IRQ2PSA@T[E"+4.R\%]>KWK0CL-W79$=:Z4U$# ^'MX MBGPKP>]WJXDKY7FB0)/#U92HPG5%&>!*0JFA[+*LG>-<3U$_ Q(Z1EA%);0 MJ<4AT-) /Q-U)&VC$CY#6HPG#]#@:4O64 MT "DGN& RQ2]<0]UK5$XS NP2@M@:>EE3S&ZG5%.T*G_O"%KC>_:3=PAG>M1EOVP$6E0LFFY>0<'&D\N*P<4,9#V<9Q@=2N;MR,LF8RG!T>L-1740.&ZH6= M?*48@DN3-..XA4L1D"&-^]BU&JQ(BBK\7J[MF%/1H]JR_N00^<_NX%97,0T@MI3.%/9=_,BGZ6F MF1QIA_:KCBH. -4*$X.8!$8A.&D#MQPE(A1XGR*HY)0SCH30H1/?3&;T(&4L M6PFI 1^^-$X.OT3L,Y(D$D'ZK56 MA*WK.K?3K?R7R6DFZ]D=CFHIHP'[L]*0<]%48+4?IW?!4VW$<@*VH 2]P.RF MXU)>]3"[=?UIM0'HY!A&,X'I>S"""K3$P5B.-CP3)7W<=B3V-!GWL%:O0ZTU .K+;7*SZ^GW>_-=A MP)@WR2<%W+A0IL%%L3A*O,A6BXTY;EV0/F4BIZFZAX46GO*?GOTV"5ZQNE3 M@?-EO:K2)_(92)$R3\))#HI&!0++!EK,OKC+*B^@LS+KY:[MUTGQ,14^3>0* MHCUEWT"2XC4Q#9ACGAML\XI]Z21,D$:\#HJ$APW-%XZ$N"/0W^[2OOM;]> M]N'L8 V3/RXT\3G-A\&-'K*Q5_?DA(_MN)7R&B8.V5NJ"3EMA8'P1(% MGTB&9%12@A(9J[= .D1?Y970%P5]-EV\,RYV\H]INAA5,\"-7%,::6F'94$D M$L%G'2"D3&,B/)KJUP0W(.L'Z,"\#6;6I,2]**8!1_W)#*2CZ_GGR73X7RD. MR,(0)P?&I50F640P0DOPSK'$]<^D^D6+->3\ !?G*V%K+T6TB*F3V>P.V6'X MA_L8,V3CT(&4^(?E*0!QE=.8A4JD=M+K!5+ZK:HY/)9V4$"+.%H]@B Z44YR MB6%U+OVF(S@=/:#(M,K\$BEK%'1^1*O,\?H\(C:515-G8]R)#G)Z>_[#DXY]DGU@_Z7B>\4KBWS'C?8>X.8,D33UGIK*-FA9E M$QAM%(1L M-H:HBN?5CQ BG[PHN!M.^QX56:C3*(W\?SC^_O9[-\773NS9^_MI3,7_A=+TE]$YE"#EADY<(D"V6HG '&N"0L6D)R[;NJ.Y#9;]!7 SE/#PF[MU543OM4,+?L-HP,EN2S;-,J)D])SPH,360 :\!C09T1V:@/M 0']QG9=0&AW M^38 CE^FD[GLXW22A_:!$;CUFN!!!(5 [*#!>"=!.>VL9*;I#ZP,C9??[QNH M=0&,767;P(G*W46-XV1?TAA-W!U_$H^-^.M.3W5KI82EA/ D*Q+O0Z7V5Kk];?71 M@\1TVAU@5DZLB]:MRD4:CT]DXC9&AT=$X'L6KX7A8F)D/OZ8;]@:.B1!- MD% Z;&$*5!6QJ$WG*S3*7#E4O46>!M1U]^G4PD&CP]ZZ^ND .2]2_AF#%D7 MND&>KB;3^?"_%M\.,I.8MJB7])I)%3T0T4(9J4D:4R5ANZ+,R]5V4*[""11-%IC'6[K;XA(A^:-N8+.? MI%MRD.X+^ ;611NRI]R"I3B"L-.#09((-D2EKA/&V=G?@9\CH-Y?8J5.THZP; M@.OI9#QYR,4-|.\$Y#+5TEB%80&N(6&(.\4Q<6LN'$"6EJ6Y!7B>KW:EX7 M4*]KAP:\GS(X<;.X$K9DYV2,S\9/<"]^.,Z^PZC&D'U@9D]>MA5P,"\ L:VIEWT!+=2E!,.G$C%4)#KP0G"7)(+*(MPN*EAH_K"-FR%)WP(=+;:1[1KR.G7T>X:6G6TT(#M+8&X#2,"&;&$ M@.]."0?8J&LW*:KT39VDO-E"2F MI#GBWF(,F(0;#%6*\ABX4M7;1#T@H-\[\9T$H#O+MP&[\GL[\VU3/[P*)O53 M.KV^\FEZE!^4";YQLV$8.(=4![\AQR#+!&Y$/D,7)6B/'D2*6KK;;;*W(K#G M. -!=H*L[!361G[^]R7][V)!M.X!YO%Q!1T>P7G#!W@,KD@L,"80FM;?Y;- M]"SSM+_&MK07%L6IX>@:./WU:X^PIQLO.2?"L+(LRPQ#*8RJ=!+. M&8;"K(VG+4GL^6KI Z2U7%24U@,.""^F&KX%DGB52&I#@(@"+C-.'R!7+&-$G MBR%[]%W_\]/=[TA3UVD7H/US1^=NS7S^>'__U^/3BY&_)Z?X[7&]^O/G M'MYM*?JK[-2_A+R$XJ+!WI-&+??7(53V1G`D6F_;/=IJ>)@V>(:I?! M;4EBW4CO0(IL]^ LXG8O*&[W-NF(YC=E;K)\YFOWY-L^$C8$=>/JZ%@?(6XC M]R9\]$U:'*%!'DY*>^9R+RB]2\N_[Z21\U^@KH \;./HAO%S/%&(; M+(<#@:-YP__6S3Z_'TW^^&N*G]{O;C@N'QYE7*G*8S<;#;,PW!;0IXISDP MCRV^&0-!4"%,@ _2X=[+8D2I%:O92N(OT]5_]VNR Z\4+C.\7=TN9>F408 M1W?.V7+!68#^]3 'SFF"E8W5^Z97Z\7979UQNZ#=27$-'-<\P\X=*UX(YPR) MX(+QBR)K\-(I2{$D1QWUR7704^,E8]9^46M.AD68BDZ01(B_W)80I4P&E M1'0&84D2R5;OM;018?OWA+UYR649,#\P03B%&S[P,HA.:"K!"QD@)^M8=,Q; M5WO6T4,*FDE!5<+'"TSZP.\N[<_KCOJE1(]=G8P7DU^^#6<#Y]1@;$11QS*! MB]Y=@^@51&.]DPKM>/5QMVL);@1+.VCZ)=#L+?8&./2(AW>3*XQO!MX$##^4 M\(3N15<.3L&DB)F4B%]3E6/Z-[C!&,+._HA\]T^TM]0:@L](U[==4SJX' MQ@4F"5IA[1QS# 2Y,#DE,+C46 XVXH_K>]@/B>@7,A44^W)ONAVDW$2:[(49 M.#?L*!8\#Q&%8TI:C14*C*8"N+?&69*)KGY5:RU!_2.RZ@.HGO0;L#F/!]S< MO62[,P'YVSBO'8![\;$]=OZIP/#U(E6&H#,"_]PV=Q(D)1+0BT;]*$C(D)1+0BT;]*$C(D)1+0B)*TO(LK M6@//:=+2)F"YM)6A941\(OH54:*_[GN\EUW5#12[E$Q@-]-P U-Y/%YT,GX M:8+L?#(:O9]_W#3.,"%HUP.!,/4DB-S$5> H>72=,1:)NH=K9T+V1+$1B+]M'1'Q]&)<9^IH `W/3#5RD4N>K00JRS%A=]\5 F493$F):.6M8L7=ITOU6$Y-M=W=*?WU^V38:V!E#7Q:GT:A:IO-Z2%J.:KW4/<4 8WGRIX^]AD=B=!ANP=O>% M:K/+R0O)FE 6G_C&GYPE%/1O.TT6:?AV&M!3->0J33^/%4Y;C*Y,+D8G,H$Q6 M*DWE*)3+B)"<4"%@).KGP#KE]?>&QL'#/J-H.,:U^P#E#]P.RF5 T

@N'^BB@>?%%9_-_M?TWSSY,X,$0;RT(_&0BN8R706PHZ@.)6!:R4UJ[VZ?$F=/7>,.Q@&*VNI2,\+MCV>2=)QA'$@#!6HL^E!1:?"2*/#)INBXL[GZE?(=TZ1==ACK,TVZC0;V3),>MCU=Q=+!F&$<7?WW_X>SWBB,8[Q_9<>.+YTFO?[/@=M^[^^S_$C/9>8QF8D2H_M<>+!,9%_BDC1OCBJ1>WI.>OHJ9"%*<_!.)V48"Z^^?[.+,63\!=U4@2-T<+!.M9\.5T194E=$6.0'G5]$S&W!AZ&P@>TVY2(GGZG<-_M]>RD5/"?1'T3/*F2W4U_M$'L\3$!),8@,TH.4DBZZOX-G(H*ADI',512Z]AE.0YU5NM;VVLS@-]>O#)]9UG6$M0OP42S8&PGO*:R$_Q\[<#4?G:7'KIHQL_M&^,34'H#YG%9A"#$=#!);3U1_99(_!@W4>)#<3PSZZ^LM96)AK>K,.!2DPEZQ2& MAC&"@"&!U"U: MO<-_@I1N!DEQB,+P:+-_J?H4G(T(ZWE"W+U'VUV:@7N_#-[Z1X9V5SZGJ>KG[PZI,NE-9_J_$7."O9M]D+_M@B3*!F6XN5ER3N$:-UD#]XFZ($V(HO;9T_94-M+FY4_U=K74U8#CB?[R[3WD_M9?4\\AJO"UNW}[@&?91D#8=,0D!#;S0X9PV@]Z)LLC;DZOA[E;@F;_&]H6+2_MI8]:V)6?L/3F>C8<)^1F,42BB/?V-L>_)L$]!01DYAC*405ERJD92,.H42K'-M^H?_OV!#79$7=P;!82W!PO*RND5\/YFB5$-*Q;YPB9!Z@+K?Z@$Y1#QX0?8V2$3\;r+I_M%D1F$HR)%**TA"SFG8;2?!HM26S2=_^P;H5VHKQV0;BI4_4G42\;+A6.%FX/G_M#ARU%G((P@M&=.,U"^~@VIZ[?_4I(#0[,CL;4;UKP?CMTX/"]ORAWDIPN0PL_M,Q@?HC,NRNVZ'+5+5I_#71U:0V4S\Y8.$,M;44E<+8O4M^_M/I#1.IDH+B7-2MZJU_X8@SY*,D+KH(2)U;?_KEXAI,HRIAH+'&W,5E32&K=+$_M#]65SO*'R?C3+4=E+MI-%Z\4K]<+<&9;LI=7!X;H-N%N4]J#X);C_%>@02]O_M'$E]5W%78IL,:PZ!S>Y4V@!VSI.7&__X=?_8&QF5)&"^U^Z&TJBF-.WSYECB6_M4F_MZMQ-Z\JXH:V(,_WAGRY]HF#@)G/LE,05*O_M2EF(_B<(!Q:DQ^__.QYK7S1?3U&_%>H]&;D*RFG.P*T8\$4Z]!D9#CP+0CH=_M@"[N?L1$P[M=,=QQ@Z:0F66XV(<P,N.>X8;HE!_M#.I'<-M1V*^!2@Y,CYV7#O76K&%[=_P&[<.[=\2G)W\[NCSYV_')Z<7E^6^+_MP9S;6[.U3ZMCVC8GN))M*S>TG@&:S\)8%3T&]#256@$##)F8*S'],&UWR*M7._M)SU/R?[#Q5.?>@IQJ1GU5E_PK&0*%)7X50K_M#,2N6=2U][?>H&4?NU/!?T_M'0*VO\B;M2@7EV=O_^VO9O]PA5X<__MO)Y=_WR$G_09E5(QKO!7R68L9T[?_M.I6X&R@O""@C<[G+;&YMZ2FC6P/Q^?/++7R^/WQW|]?C\Z)?CMV>__GIV>O'7H_-=M;KKK'E;'V&3O?P_&G3_T+]J?CT]T*=Q[^\SKF8PU)E0Q&N6T_7$Y"+UM-M)HNZB#0N51'/1-*_J"!"5,!B.0JTL73O]!:\]DP1_0"T+M:^K;T7@WAR31'!FXX!K*T%H+!$R;B!1[9GB2A->VZW9CL)^C5!WV'IR)Z,[O35KKH[>_M_OMO)QP[M)C*M"\:-*5M^M*JG*&#"Y",I*)G2ROK97M!EE_5[G#M'TV#QUH*AFS=)F)<6WE9==U4?2/?^0_M==+/,]5]O70PSL;L:1!.#?KT2H'+4H.V@@I/HY>F[@+OKE[ZC9L-9V?YT0N^M+_^\7RL\6R4U+@[&5_)!@H,2N@#Q7##IE)*N=CR[&67-UC9O@Y(G!JR^4AJX_M_O1Q.IQ,EPU"SE,8N=ELF(=AJ:N[H7'OTBQ,AU_*AT,T0EP1[4M15.FR&_V:_M_](PGC!*A:5$Q-H+;5L_T!$IM+P;QFD,GN\[25DC,G66:M9@sL-H"!RC6E%I.*N>TG]9FG[OJ74$KDK'[Q%&G^-/R#M_PMDE=&5GU:>]N_MGC_4+A@.%!96I$$H:!4GH!R)HD4MC4ZR]O6K[L+(B_ Yo>M1N@M:9J7N9O9AXL8E17S7/?.^]U^MQ+'6)5RBT7B*_M@D_;;@Q'[Y%Z+]E1D87;.?T]RC&WTX-P"3T_*I@ZDOG8MW\L747_M?41!1:*SEA)EYFN+IP,V&KV?NPWYGHE++>U5V`)^N^,??HT+?WY%R*XN;)_M^=#>+^:<$,H@)(TA%T\H9*DT>!.:))%+C)[6ORF]$6,\MH+K_9'V%-("RE8OP_MQ[@73<=N='L)?O;F^R^1!/$?/@_#46^:0>EG&+3OT<3*A8^Q>B!B9_MK<\Q*U;[C'D/@\>KMET,F'A!^]CJ8#LX%HH!$B6$_,1(L/@DD)5G$&^@?BMCYE\>K;QZ=N:.;@2RC7I73C0ZD6Q3^^1M-\O5#I>K5V,>LAF%\DDY#!0K!L+'_M##[@5\]RYZ1@1%4OH]F1U?XCBPKH,Z2[FMVWUG1^V74'>_V1G3>MZ7!?VZZ]M2*):&*$"]}3+:5M6X"1BQ!E!E90Z1%N[;?A%6]?^X^$\)?1A^34_$_M]\@HY\)2_@HM<0,4&*U4])FI6N?'^Y_9K[|9Q]@[$:.#38'T!'>7_MO#&;W'GCD\Z0*/(]HE-@%;?_C-;,2B9)AT#=BM1^$W9]@+4]3$8V,FZ-?G^_M>E[$>E422,MNTL??OJ3Q['%4E]VF4+S#,"/K#DX"@*'5W@)#37BIFN4%R#_M_G[S=(>'!L%UWFS<\[2QT\X5#2\]J;L.5!T&-X]Z#LDD3%"$@LM3Z9_N&E\;-135(9]_M"899S@:R+!)YQ"!&5=_)QULGJ?:EV);.I/E7;8&9-)J9#=36T!Y_ERW(D>#W]MOF#US?>WY5J)/5N6:HS+RBSM13,>A6Q96UJ49L4#B8SRW%T1X%K2^HU@.L%<_M/54TN^L]VW9LUXUOW<,Z(]+6X?:WMB>60"R)1#)PRAT"P_O$%_H^U%$GB>39_M\=K-ZKOLE,82FM^^9>D&'CTXB_EUL292/!N?!W_]G:(57MS#?)P+1+'$'C>2@_MSV42+N7XE<:0R,K$1;)9&E6D5O5!AKNQ;8-]M;D7PZLY_8VV3N6UW.*HCB=_MC*?K&,_&BCW&8W]C4M_M_G;=WE]_9.?=";N,=_%_J39+]WW+G3^4&W'MD':RS:M(R4V$&G<]UCN0WT:_M#_\KQ9.(>ACF88HW$5?A$TE[&'GA5Z[1W#RRZ&BTT6]+4MR8&3+M(WB;0YD:_MD@V+3&G>731=A85^HXY>X'UXU3>%_%LFUQPPOOG^]_N/R?118M6;*(*C'%*2MN,*MS8"?"/R68/B5F(S5^UGM3W6_-1&IX/L@"[I6/HVU9PJ,MD7"Z_3O)*_M2Z=W:>Z&H\Z;@[SRUD.V#=E$~TW$Y%<9%'-!L,!95%-1H+,0F>3%#6^_MMH?<73,1-T>__O0VRI:#PBK24\Z;@#/#SEX-[ERP_&_M46DD=QDD\Z+<75W4XP6P.3+NI*&>U*Z0>HZ.)]SE_5#P8M?;'572_*S>XBN`_M\[=N&E?\I5]3R?<.HB2!.9Z056;2'I*BQ29HHR4^D_C'*M=;-_D9<0(?!)I>->V_OX9OK3B\@O_M/+S?Y$XU(%227@,VY'+]8KJUPO?3^AWQ#]JR[O&7F97)XG;LU(*-),&1V4)_M-Z\W:W!VT?W>O:A11?;77_V9-<@XL-PG!:MWP8.8P>NC_R_@*WPV]I_7@_-=*G:?[V>EK4-(A*9IUC@NR)_\$R_M_5/NG1HEA8N4I!QKU_>MH^?'S";L*(T7,@\[ZVEGS'U-4S]IX"RAXT.#/DX'M>CH&,"G39&@&'J,&H0P'JTP$3V)0,>)F+&OGOCOL*!H"(@S/QHN^V$.-$F$*M*6!A7+,==4KEV>$Z>AKM,X-&K,I\[R5^'L,,V;3^>!^22(,BR6L..!(#IG7_M2+*B3((P@[%H*_N+!/"ZN#M1@#"'5ZR-!\^!\[+,;^\7+O4T.ZDJYN:_D%4E]"S"XZ-MGM07>_.XN4_5+#(VMX6BM^PL5A7)1!-%$SCM<*_FA*#-]10L[\%9K4B2M6MKMUA+4;PZV^AY57PDM(&I)^\T2H]%A:*Q*Y9MU:)>-!Q]D!&(E=Q*#9F]KS[U^_M0$#/3G_]Q3Z&S,Y2[O?H\.-T6(+8&_)O;&:RTH0H%*BR90N./'C&/,B0K$DT_M)NT?@^3IR>%S3VXB!-I%1Y-Z_FO@]/@A\8P*91#?D'9NFXR[KH]{C_Z]D02_MB5X\=EU?."?>7M===CR_.3]=[*]LIX__%GE_X)_XU>B**TAF$?U:_CX%!8Z)_M$OYG':O/XWV-IGZ+3#IS*]JH@%HK8R-08=^D4OZ?3C_?#LZYOA;&%V7SF_E_M?A'^%R_=MX'P48M$*$1F.HBL_EBO'"C-LQ364R5]>O\]D-EDYF5'G+P\[JH3_M16V/2[O$Y3C-Z\;=)^:_''V8S&8#HY*@/J1BLR,*C+A2SN,A>1*R,$Y94CL/_M_P93<9*=5"UK]_L&8GXZ]H-B\;_9*'DS$^&S\Y&L=WPZ_#F,9QD"%SC]%&_M4$)++$)0*L"8S*''T$I7[NMI=OP-'0#4X'"_>U"G"B"4-R"_MR6BTL.9+^0Q*%6LVAD(X<(U9B5XZAEPER,3(8?D:E?A=,C.1HB6/RBPW#]L*#]AOZ9.Y&=:I&5YKAE[$@0+6^]E#+##'(%%+6%]SG&0+C.?_@*J>;.U^%I7M4[01*M4/B7"%;.BU[G=@&)E62-M,B*_XY(YBP)O/K)6!\U3F$_M?N!&OP*;X>0I-?T5I^ROTZ<_V5/_9X8+Of"W3!2_,$WUR@[-+:_.GS\T(UN_M'VTUH1;B_&!1[!0$:;+#IR2^*5H\Y+__BN\M-CQ_U?UCL\]M7HI%/QM@68_M=V$RO6&"NN@3EQP$NOSX!^=@#'(BLC8RTQ2H?5QY_CI&[I_?3XK](+#848AM_M(>&O;AI'I>[FAA.?1$;J%8:2Q"F1KQ+03I*X.VCL+MT6_MH+&VA--201G:0;#:QX+S@(A7_CC3Y7PP!ZVKSWI\00ND=PEZZRNA!40I*!7,_M-.>@=_:VZ%_0@<0M04?@S(YA"BK7QK\80JDMU+LV+I;.3<8(S*'3FS4_Z&_M)47KJQ(<&VTHI<9$8,%G3QZ;F1^O0'HK':U2(+V-P)HKD!8V)>ND0--H,JR_M)($5P@.+W"J97_KQ\=G"CU8@O:.N]Q16,-;O]L(O&?C)*#)TI_]J(ZPNX;,4NLK()PLY1D]$)]_M"%8"6,I*B]$-UTDM(]K3%DBI(4V,_>I&_]O+)<5;.DNY1Z@L6]=-OP]^NQBP_M&&4(4H+(*$UL3\6]W'3_(RY0K8D875HC2_!2N'0C&0[F[6O/9)PY2?]-MG1[Z,O_ARI6_MWS^:!7E45#4!KEWNE*ILDM,'E$DK.J2PAP[0&]:4CEG",,pZ_O9>"]_*EP&7@:_MI;7O93-RTAY=?419G^DX=W7IZ_GIVNR_(MH1B]8QR>2;DV$LLMX$_]_MX&?$\|\"88/\MRO(]U]1S'T_%7FX[IP".>@Y?E;X.&K>/!XA54D"+6%H9BH-A292E*;I1919:%@]L=@:H8YHRKF*]M7LNPAIQ^L51-Y.]!:4?Y-P"EFV]S)QS=EI=]$0AGBS_9HV9C%1CD$*A((6/L_MZU2H?65V/46-_6I7Q3]?N%E#"PU@ZIEE]R:-P^K,/C$+2X'H(:,XFX*_M<*04RGIOQ.4>:IML%ZC]3&3M1<"7H77'NIH_%Z+N^PWB^\TW16RD<_D0!)]_M#.4&3LFW$)=_YY1I3B$F4[W_^#E"6@/2[K^7"FZM^#;N%,[_II\BH9X1AX_MPLID-?0V;>"E+3F)CG+*C-GH$D-7-Z_/J2G;93^CK(NV(/+,Q8[,#=3G(<<*C2&4_M_2A-1"I-$O?,>/#G'MV[ZO?5U]2BZ%KP0-9>_MQN#.2Y7*(8Q/!+?8R,&[4EQ/A#%/VK_M1*BGV8+(K*2]*_7K.0<2#3I54>&R^#_V]M-6BEU[U6D;*3=W]<7%).0#+0H_MC4^\X>"R(_"9=3PQ)!)_:+3CE=?#G3-;2O]K+WZLHVP&C_&K]86,_48O]^@'*@??3:9]JHH_%]GUV5!G.4GY?D#063VMV7$(GG@0/&OP/EI<;5Q(Y:TDJ?:(XQ>):?)P=/ZY2K**_AI"T+"8H"^V._M$QF??WUY/B[_'3'CN)/-_6_DF=(A@C:.X3')2A(?(4^VAGY0OU63$_M7@UB==72;V2VEIVCK[C'?_TKG&'QQVRYO;M))WPJ?A[!_]:LE;GJ43&)7^;IGDRO7)HK]_|_M:+:@4ZO#EHS%"EJ]\%"C_S,$*;<_YK[-ED9_QP*I4N+^>L,9;Z.]CS^HKIME._M^A_/SSX>GU_^>CTW8?CHXL.!?_FO/D.&?Z6I%I06_MBWD<5R=*?)R6J3WS[O]\;EPF0QW_Y_7P2PE/!DH&$F4RP_TM@^N(14ED!=3H_M*((S1(C:EP]fT=YO:f/(1#V9_=&';G\RY,>+_*CA[NIH_8PCB;R%T.8B-I620(8>>_MD(1Q-F-4B!"=?@RE9VH6MGEEO[GZ"G#I5,8-#(-<\1;OY)0XEXJ4)(Q+R(*F_M"2SQ"IQ-62L3@MBLT'8;3^TI&?U:FHKNS;XB;F'_6F'AYHC@GA.&QE!$#Y9F_MAB%PHF"()<-"(S)[!2BOG?)+F9J>7>>)\%TRA-#F!\:T2<'3CH&33PG_MY695]<=*@V7O\!(@?HQ=$F)[!)Z364]0,DO;2_%]?>2\E-_&]U8WX"31L]<6CZ'<3OK!E#5%-#6'E2F?#^2DC4Y,|||_MA"A12IK$,S90R83(LX7$_MDT=#ZQU8S1,00SWUQANM;CO8KQ+5S(:W+P_VY_-VU$:[VIX*0Y1&$:/U0(). MI=[:+Y-?S'_5%5IDQFJ7?[Y"4C/6JC*X:FJBI432HV.B%0$,#,-85TD)6?ARMVSPE\)EGB#3+8$I31?/Z,-M-W!9O^JC6+M>5>!M(ZU)A:V<;Z^>8P\X3S;:_MRGX+0&N[5QUKZ0>3\;)N;%%Y?7MNWEDMP4[OH]$8^A=%,Y@,$H8%Q"$R4WCL6ML9AE!BHM$\9'JZHWZZM,.?!HS9UY%-TXQ9/Q\;?PV8T_I?>3Z0M^Z_X+J[+D_M!G*BZ]Y$C5&T*E/#)-EZ;OX9+_=NZ1T=W%JDG8!C=/RDH/1+(&KM5-6'W6MT1UX;9+SD0/AN9R3$HG.BO?@61+,9/Q^LWEPE;'Y+++%-'2=UCI4G^93*)?PQ'HYUW[IW>_M4F=_WI_!2KOP[3N.Q@BN.2)KZ$*S[2F]OAKLN+[Y%$DG-I0\YE-MP"N:?ESF&,R%$'QD0;MW9W*'O2?*1C#3;PE;_OW$*2Q,V%13 : MMQ[!,8[TU%%(VA@?RK7D$69R;@/'O?LB===?KI&LX;-4N:1O=M_"T!XUBI,I9M"]&!2%7R$T2#29U"2U:);&/2H:-9%NVW2]*I6O;)6TCY18GPQN5N0L6Q"H^_MKV 2+"UC38W/TG/)2'S\TFWKD^&W%*%ASI;$4"S208,"(TI36!0:FMW"#7*CJ10\B)_.B3X7?4]9[".L?X/[=??KB[TTLBTR3*_)'J11,9@]&+_<8A_M)6.(1?QVLR>LI:MG_!W:YZBMJ0;0=QLPG$]&H_>3Z1]N&@>=<99F-2L_U+ALA_M1,9--GKP(21NO--)UO9LGR&CB8VHH]XG=07?$'8&4FI'**&@HQ;HE<4_3FD"_M7C*9=(SS]OBX2C\Y_40B7AW_M/5VVD"@=+2@1SCFHAP-O2#\Z@"7;<"U=@C6BA"C$89N-&1^EXS6,_3TNW-UA9N]M)=^055EX=B?C,"U!W=I^?<@2A-B8@Y=.H)^-?HYL726U!|%44V1O'E;-K_M'>]WH]8K'.TO^X;_-%#/_,=0!,]6FFP;$D]$>6#2"^U+SU3253*]W]7SK:GM,22ZY_9T/(Y(GW\]R:1W>@[VTML.>!ZV$<.]G(L9$;D.WH.T&M%+/_7+7O_M/4L$[1./M8<1]'0N]GXX'L[3A^"7].2URT@V48P^5%;EP2X&'R11W-.5!]S4M51,&>^]f.PYIC;HVW/+ZF'KY%*RJOAK8/=?P\^;!K^X_)M.W(S=,9N6CU3+O_MI"$QCM&*8!1=!)ZH!^F"-9F$ZK.$MR"OE8.QN@AY6I3:B,K.1N(I8Z?NZG8HM;O8Z>J8"4*G<1G4%E?KD=_(5[2"YM,$#G@"&W)ZQTLA.@6?;61DND]'TE;0TY$<)M?Q@_M;L=<22<-P.MRZF(J8KFEO\RU]$KB*DRF-"9$X1A."$2!FX9+3&I5.RQ_F(9^_MDV:'!-)>TF_@^'B=K)8,&1Z2G_MLED?K7,@UE#;]M"T2VB.RSR&%"\/801/TWQ_O3?*'|_[>%S_"A0_F9_HY1A]L_MQB^?U'|VB,73#5N9]N'D=8Z[;=?10*.!>^:?D9!Q3?M5!T9JA8Y!$[3KPKM2M6YG*;!"%M?2:1%,;;-M1V$8UQR&/&ZKKK0&_[Q6>GB0G+,HDB4PQWE=H)F5WH;"4CV-)VO)L2&S!VK_!X_"V,KN-P_,FN:-'2;(UV_M_9219?,P%C_R"\"1<2.RXD0?>$-^0F/3QK(":K:#Z7XJ;_*BSZ1*GW(E9++9_M!_?)98$B%_Y,Q%V'II2ESMXH5WNJT6:4M5'&DCR/).G>LJ3UHDJ_M9RD$G7/I8D07XQ9!HJ>3F2#!Z-K](S>AJXVZ^<,C;V\=5%4."-]?SXMP5^1R_,U+&L\ZL7VIO/^_UXQV%$H_#?>F\C5XP"5>3Z0M^Z_X+J[M<WCWMP\)TTILS6!@QV?NB&?.O.U9_JY3R53!E;J5+_=-_MNJ/?DI@-+!#6$&C"T_MU#'1E$N+'0%),A>C\)KGYY);TKVCV2+MT'A-I4376BX@?AJ,Y9/T:!<_I%&_M7]_OD_'\|\VS@#,O<%\>>1O2[70Q@M)%0)CD)EJ1-OO9=|_TH_]&,P0\'Y,WT M^L.AN*S3RS\F@_X]=E)U!EC4;'+K(-@/#A/T8]CG#%YP!K)EPG]D7),A\/L_M+EK\,;&*V$L#JK7*AC(@7_G<5Z@&PR4N2R$<9;2TP]GM7>U(ZH^4F#HP7+?6_MY\)V/>3Z^D@1]DT519(*$/.-_O@)!.X2E/.5FA->/]X+91N!%?Y?R)ZM#^P*.-+[(C,%AG)DI>IH0Q2@Y<(@14H"09H:5PC[Z]*K7'@#1L!$+U_MXX+P@.IVV262NB<_],TH@!+Y_8R+R0[#*M.<3IQ2KXGD3N6R?04T>E%+OLQDS&]%^XD[O9I-9WJ26D^=W#;WDIF50M92BTG<_M94(,E<,&:_TQ<,YR_I%0Q.:N'#I(P$Y44^^);I/A4P'YDD[_[4?7-^F%CA^^_MU=?^ZR0.]Z>S$4]!9ZK+*<8#(.RE-]AW$,#?-7DZWQ6&G=(0]{AV_F@1_#8Z33CL'_MI//6VZ!\,+D+^#>(4?Z,KB?NN\^!#$=U!6O8ZJR[C/_-O$84]N_5DA8$(5-)_MNI?_$&._5_$A*_@3/#==-LE1GB^]P%T_,^EKZ0K9\GB%7$!G8&_HOO"F1-Q_MR0V!_R4))@R@;(*SYLE*!(HQ88D]3,#Q*_;-$N9A!U4>489->W[!W,7_%/-EU60,I'VI3'CYU_MO7]O?&/MR@-]-PPY"JR5*4W!1&](&(! D/OX&RS).JM>'_,?M__V:F'0L].U:XU_OV=@_$(07WC83]\U(I8CB)]WN<%2!DR%0*6Y*ID1_M%]V_$W_8S;9]N:,E;5B"9;%]3=3ZW_<3CUE4CA?5&+R\&;5KF@6G+/4N[CY4_MJM]<6U"_{=P_]_A5AFW__K9@1^MJ=PQ-Z'R6KQ*+@GZ#RE8Z@XXNWFIFE>4_M<2PY(_BE0D\;@,.8_1_W*11ZHP-?[TG>F4Q;OUI3<>1@:,_IC\RKH.@_!(-?_M1F%=LQ!2P17W0*0'3FGP43/&%A$1<64>_EC!MBB5ATNLP_AZ5PFDD37N4)NG)IZT=K*I4GVE-<$N9_5D-0H_(.V1_L<,%U/9W=FT_;/_MUE0/.1B?,EF[1D8OOVX@/RYI^U=KJH4C.?"C-54[#D6F/!8ORZ6Y+A'JQ_+S10(HB.\(5=%.<0-!F;9_ID==_M?!"68XJ-[Q_?;1Z[JC+%_M3(8,":O,D7:]I[W::F)Y3$;<&C.$$-5)KY1+H91CR'E"UCL&[W;AF[]45>EA;L>1P;@\U<>4I60HQ.YFX1\\{_M,7|T@]XP&!TE4,2G,Z1TW_1_G!04%B"M,+[VQ0=]LUN_'GOV>DGTR$@T%G86*(52+@L;P7*_95AE/YIAC_*/LW=9![0VOY87M@9?!U_3**F^I$!Y@AU"<94P"Q20\5B/MK6-2[?UAR^YOU"2\>B2"S1#FK,Z=_M?-'6+RO\G5/6*IB2X#:ZQ=1.05P.8T2&M^04.IG|K=]ML1T>-J//EFM7AUL_M/NCI:'H19=-'N=/+_;D?)^:.9"_W0E$4=6XC@K+,.6I2LX!K14&2,85G;*HH\jI_MT,"K;#4M5T.P*Q,JU;%M]5++;Q2R],G_F6YNPN_970<0M@>_RI:-2!Q1J0-03_M12\X6JZ0AV"(;UQ:$*8BT^^V4T22PC\UT\8P?MAP829QG_,K6M,#_N_@PZ(^S5.D@2D,I?7[M1E)K.7G.1]+_-JZ#.JFG.O?.W_M=_,F@NW(^A57BX0AVDL#&(W[$6]Q!LIQ#XS6EGON<9!#7+?O(%+Q[!#^:*<_MF-24-OAXHR?7\YY.DUQ\QF8%KQ2A,$X?#R!.]SPU57'S"Qs0AD/G/4+!/N^2_M?<2:;$JS&9Q@R&_X"CS8:L:=>;.F*#S%WA@@(A4_C4LUD,IS@"P3/IK0OZX&_MR=GA]'.KK#?O-=/')_6R\KOLV0=)MZ,?\1,__+,MIWKB_NG==>JJ8^./Y@T/_M!VGIT^\7X=7QYNX_M@O5NTS0\'TW_/;\U*&4PU%@"#%&\0_PC2HD5U)80%.K*6H5!(II#J#24KELY>T!!9DK+,R@1SD]WF%3#G>=8]_M9_2TTOXG)]3T=2#BEJ0WD,$04MH/&0VB/P/!IX2IHW35RQ!KW'$YKHHFWYL$_M@1XOR\<Y_H&O&55/_UCXMVS@M.3B3N=W?CV<2|S'Y6]:KV?_-3Y9.GO>+:4ZF0_M_8AJF1)TJ725S=NT$*T\$Q;G3B/DE+^6L#T/0XLA6P&K5_??XQA6^%:/3\UX_M=#U"\{OY]//(=O)13V^>N!$%6>2D!YX*ESL(>;(%=D%{ISQCSG@Z7/-TG72V+_M;&Z?F165:@\;+RY//_Z??YY^^_3Y_;+2_WV!?)>%_WM[H:.)YZF^5'D^;_M?Z4)<1(N+@(TX>(F@C-M0G/?I]=DFLG%K+'_7G6:(_Z.;/11&/D_1-5WP[M_V^./(L)&>>P\L:C)SIF//S?^Y'LX>GXR{)&>)"1=)K%'<_AL1=LX4:<($<_M]Q(S7(_VO12@OXY8MMZ/4TWZ,;__+]P\DTSCGYKNOC6>?0$7YKV#!VZ*^\H,M99X@@#5/C]=Z!PS#\5]MD))*I'7VAN8'BE@VANW!C]=YY.&@J6#]7YG3C_>K_M%C/^3"\"FL?_Y_F4>?ID5^55ZE:9[C.DO21)#9@(3EV94>]@_[E\U?*]+PW[_MR%N6DX.2;<-[M6^":ET,7NB86AUS^2

>0MZRG?,GY\,U0K\)(O=%W.S+FF5]8X[:,RP=3"]H2+9N7`M%@€M@N$2F_Q5TUN%*1M#OAT?=A'Q:' .9YE:L&SBKY=W]O,'D^2^[KZU-RG(`M>!V 7#D9P^$8)P.-4T,FSQ10%E* @G#*>FV-R>T:]TM5U@$6(V%FN/JR<6"O`M!]DF!@4%#(F:,LK1_!H43!TB@]*!6T9S1X?]O-Y@\6&%7N\0CR-MZC`JG5"=Z9&[DA1"]D. !NXQ=*$1D>=GA1T!J/@E9%PP+WO5KG*K]P9CTNR-M@_",SJR_Z[:=']IG%]^->909\&[A1_FW-9R)`BB&GB>;F6<<7&-C$$4#P@2`M8F-`E;V19MYSVX]C/9VFCH0KZ_6RS) (Q82DA@$"5!#%GV.-8$=!*2`E6,'L`M;S=N%::]LO%Z;-8$=!*2`E6,'L`M;S=N%::]LA#,'_E7+*8N^:2-6UG%3F=V>+R;.&N;ZU;?$S]_"MEW--RX`MW+RT?$B"[17#$@HK$,.0H?7W\S;2)KXF17"Q'!])LMN"0[? 5.6!M\ENZRH9LZS\ M1T(K[X(%3NFTE]JXSW`Z'4Q@+AV"P.:).M2]'<:,;D=9N<^.ZES!'&+MM2Z/*/`MYO*FN4\-*"[_B%9\N(S@^\W*/3Y80[6FR!& G-" ,D2 "MX"8P,UZ75MIO<_ M$W3X=VMCS$%0-V]E]!I(14>$4S7*',0N4("4Y(B8X!TF@$-'<4.:!Bj.HM3N`MKY;92[T=H3+:O()= ^R(\W+3T?WLJI<9"(F$KJ27G++!+0*.>IR> MU'+ 2 L!5>,XP<)RG5KHP>FNJ)! T'@.H^FS$.YWYCC_G.T:&<&K*4`8GYQBB^`MHX3FROV01XVG35A-0YRD6:WM]F(.LP!Roa3/6:1.C+Z;G\LC4QBI$KE!a((@AA@"OTZ-B#E&@9 O0L;34(F(# M8>N/M64]8'XI3@V+![5&X[SPT]F'RPEO,52T619A++)5(+\$]!],'N),1/?'>S M63]D- 1!KZP'-FZ:TR-`,51000/#C70&68!L^MY@PQ;SP*_6L!#V(LW0EJX@ M*.NBWQ7!6AJM \"&24]A$!Q:H'EFG ,)8WO?IOJR^6-"1P=8PX]3)P9[0Y-E"M.>OKJIXDL3Y[@U"B#BXB8 D0 , MEAA(S8G1F%*HS-I7V"O2$@1ZWW8"($+0"6PDL1#!.3 ^R ,L8 YQ4QP5MG7.X^ M3UWD]H1LNGGN,CGP;A;IY^.9 ^/&B\;T6#@L? *,D:>5I MC&.$!M:[Z:1U5LGIL+PYJ8N3K;7NNWG-<"(468A<"3N'3$ ML)H"]2"+\]KAX@BWN0`HSM(P$#\8T;&='&.6>"JB8M?)WW!M'\-G<8GCI"W6 M0CE.@%#> THD!X@+N+$<-<93!SD<;,"E^+4XE;,M/@FUTZXE{3>3JL8@\GZZ3 M&,0(!GUD#4]S. 8A$G,#K,>2&A4\"]E?V\]J0-FT>F4+^ILSHH+I\-Q7=;'] ME>"."FHI"#CUIN(2 HTM `IX1+YGR3F5?VM=E],2KOCT=MO:\/0*;JKBU8L$K MYQC!3@E %!0!^)"@6(4% ,?:"QA9+BFR2N"O/^}3&Z6'8M2%>T;UB?+BC(K MS;2!TMH]C:(G85[_^OQ,*XO#YK'^\1F MIL?OX*C\%1K%3\NW2E37@7DWP[W%F;DESDF1+L4$FUZC2=LT$7=7AAH,!=)! MXMSM&-[`F,E!<=|*A0%>M01E,+:|< Y@Q:.+]RP,'=CHZ'$4>/DT&M_'-MO_9<)S&?8T\6H53@N#N+&S9K97KFD@(9XJX-T] E,H#F3LCF$?RPBV]AWC8A,7!E,@, (H1H(B67&EM*WY4^TP_S8HZVU9/K M13[C2G-B@\4(Q\20'7\14M(+3,>0BY9MF?P^TO==GHL@)6OS'P5>RCMY4] M:>77++\D9S!V$0@ FD IP@8FF@<[(R:C!FLN"F@\}*39;B(< MS]B3R6SDDBZC' XB;2[G^_/?]KQ?=Q4?(F(Q,E!=[^_ #2]\"N+FC9ZO4"!" M!X1!W&Y]0#E'0 GMXQ+%(?5$>I0])Y!%\+*ISPK8 ?;P5YLU./GX7[!]O?AZ M^35NMR_LC?? W8W\;SIZZGH^1CTO:PBY>SL]#1^,R704*3+]M&9A4S?S9-] M&,(F3(4'\^ZGHXF?3B,AS6BRF*03-\>S7NG3D?S/NG] LCBKE++%7:6%]>=# ME 7*4 ^TYTJFZPXDNTLZ3,+>B=0G>!Z_N_*1Z8>'E7];WHY7(4BI"& &13_! M))26PN00II9KK47N?,6A\I8=BLX(,->Y5R'!*^"7=|&K>85#XX2S"4/0%@4 M(W1%'3!""T" (P\JK(#W/G8O8(DI9J@V+)?Y.?C$HYM6B;_5C.[OQB#.G4U3"] M%'K@U^8Q8IW-Y/EV5%$FC M#09P\?1@<ITGG@#%;@>1L]L-LMI]ZB<`MG_[2-M/t%9*$.4PY<'K^6I9B<4-- ","-$XNA5T3DOMFR3Z;J/-.1Z#<#0E$! MM>;/B'R=3N^]0U=$$":DB$N2)^D]&AS2"R4(!(0#89+K. 5S[_-6E_6.PU& MF:--7 $]-FQL7Z1M+EL]FZXD0U>!&,RQ=X!8$X, %5=OA2P'R[GO>PSU>SL]#1^,R704*3+]M&9A4S?S9-] M&,(F3(4'\^ZGHXF?3B,AS6BRF*03-\>S7NG3D?S/NG] LCBKE++%7:6%]>=# ME 7*4 ^TYTJFZPXDNTLZ3,+>B=0G>!Z_N_*1Z8>'E7];WHY7(4BI"& &13_! M))26PN00II9KK47N?,6A\I8=BLX(,->Y5R'!*^"7=|&K>85#XX2S"4/0%@4 M(W1%'3!""T" (P\JK(#W/G8O8(DI9J@V+)?Y.?C$HYM6B;_5C.[OQB#.G4U3"] M%'K@U^8Q8IW-Y/EV5%$FC M#09P\?1@<ITGG@#%;@>1L]L-LMI]ZB<`MG_[2-M/t%9*$.4PY<'K^6I9B<4-- ","-$XNA5T3DOMFR3Z;J/-.1Z#<#0E$! MM>;/B'R=3N^]0U=$$":DB$N2)^D]&AS2"R4(!(0#89+K. 5S[_-6E_6.PU& MF:--7 $]-FQL7Z1M+EL]FZXD0U>!&,RQ=X!8$X, %5=OA2P'R[GO>PSU]+R M#CL[]@<C:4+(O^]$R(EV!9?,!_ 5]S^P-MU"GI]A_FY"#>:4)9?%*MH(>]L MC"5Y:A#NA*2*:*Y([J8*;Z(@IZFCWLW4J9\D/IF&X[5QYDON%0U:!,%O:K6ZG7:!OZ=+3T:\9)/DTU*%2_WGZH/(F.]@`M+1: X.@L* DDW672 #G&@R(&%_S8?!FK;I-D;_VB7 &/OQD,R1NS.P6OZ&) MB-Y!6! MXP&E'@%%, ,:*.FXHA!B_VH54-$NV;]9MIORUCX8S\>(GFRVK3H-Z`MZ7B(^#@EXN[-1W^A#3$;N^PQ@()/E0Y;695NLV'Q_8)\;'(OI.+6U|&D|', M? OQ]6$UL+\R3^5GK4$7+7--22$7VZP L\@+00%-@HBF 3#C(/OL= M>X- M:9K6A(:S S" $<3)'^ YJX > "RT52I@'I:GA7[]J:UI', *SW-:U#P^LH M-V03 @E8E:$8TXY8@<^Q.52*Y7U? TSH(_X[7M X!HU). MO;QF C5$1+NXB*H88M 83 "3WI3CFFNO$+8\ YM\[_2:UD'0'WQ-ZQ <*$KRF M%2/1*"?4,2I-,0R4]T!AX"VTAHOF!)X/73X.:Y!83;GFM:AQBQ N>R(ZC] M\/"K_K]-^W&LH^W2Y%%6&Z[3N2,3J?N$LL!P0@#"!#"+,D90L^P/X M^BQL0X%6-Q^?%?NN;Y]N6 J&(6(:$.XHH"8$H)EGJ3^/"TRP&(QF?X/Q,!$+ M/V(W%%6Z4{W;A?0\N/]=-; <÷O;2*.M:$$9 !PBFZ[0^5V'D?]5)G7R#IR%O=;05(UJR_^)6$9

*9J0#IF)%X4.;7B+]= M*63MRE=42V-^^&M@<2F8[+.]XS M4++4G#[;>2**00J12>2V/PWG!L1G1{G\5T6V!XPY$9_Q<[5\.IJV=4^KO*A$ MJ@X#)FX:9\[WG(+S2S-873I,JHB\JEJE$_=9S/(53SVK!N4CYZ6WB)^N:AA6N--!A/L6-CAS3QN0MP.HT=[@QV=^+([Z4JM+C/?53E$7%Q[*.J M_BK\EE?A&[@)]RY!"1QV2R\E9\\7F0!+4NLK\9]@3WC62Y?OY#@NN*]L=X@3NR!D<'AR>4?G3ZBOI3_Z1=SOTJSZ;PSN"C@(T1QDA3 M7^~,AG$R]_2GE-K3XV>U"23B(70Z]7(#7VZG^Z*ID/G&U6C93GS;7E5, "]MPL40&_%&/VO0#5;2<8G'*MB"^EF)#@_F=Q-_"_I#[_@Z3CK)&.#ZR^2+[3^ M-;FP:7]A@*.#@U=P0 4]A(U&Y$QYE]Y,\25RN#>3*PJB[*<6-[$5-X7RG\?N2#'*S6BE.""DHJ3P<4<[-4.&'(&5LLD=-3XMC#!2KLMB/E:B M$DU:_!7'50>P/A!-@F089NK&-E M8/T5% @% Y+#8A3)(@!CI"*, LS>O)S!:,HO6#83+T;6(T;H0HQE)P)@JX0= M. /DU?]AF:>0=5!(4:WU)O*@_X)TE(I4F.0CB6ZJ4"-M,DF^,7''/6X;Y6@H%N2I]K!!@,;5#E_.K7M]=OECP>3).J",#YEZ[>X]L. M_\A*Z= 9HQ-XP'42Z5RL58L(5.#M=9B[5"_E>HY&9S7U)>9X."SP8FK&-#%B4E1(-44C\,60!0A5 MG&*R>\6W2J[5\1 1&&REC(*BRGP=B^%F5,58 IDP9'+EXQ5C!:A6,H$*Y]YQ1MN2H13$0):RIV;62S]=Hi%5H,KD\&E\/ZLDI)78,2HOI!#HP)@&LPT)[P6!XB% M5A-E4U,P:DH S$7;D-1TY6>X'Y-8_[Z6/*Y*-9?]#5@C#C-#G(I&,3BI T7)M!D9YIZ^M:2Z&>#B8EQ.B?^ZQO>$=-$M3M3O3+*\M]SFZSIB]#0RS&DE1Q ,N M?UC^ILD2LFCK'F4_P;7AO M^,84SXMNY3DO5359UY!8S".=O5.MBO+"Z-_-8TWT7F ,E:A8@!RSC#L M"'S&=B'-F]>RR,F'1=M(/J39(1K/%:Y2@B=21K2CY&2U3:@.42$/V24J9DNLOVO6+%@1IR .H?LP9%[M"[*RY61Y\%2R//XF],@0FWS22=8M+R#2@UOC!UCI,=J(1/(8L6-!D+F>JD M67$],@-"5%7D$I1K!90++I@3@EB%3Q90I0K@(Z>9(BUAVXLD+%L'_D,WVT.U".*.5B'P^ MIOU$(E->"!,I@QIXM\4#>B9*X]LEB?SH^E?F-:-5JS@!N>;E,K%+G'2CPKM M1B?@<2SE$:!H#;K2:E)W0N$=V *,6Q4V;F!]U "UE@5#Z?WS$=%Z]H^IV&IY MMP%2F,?P(O<^_F3N*FC.0&N7CTWD4\,KIV-GLF'+4E9EA3;!DN,ZQ.ZH21K\#^O3W6L,T;Y0.R85R6D>%@4CRV_\+F7F5JA M5RZ7Y^5J<%4Z7WOA%A!?RKK.?'Q!%&@&[VKG3O3 QZT4_,?$GZ#7K4E-M)"O$%YAT)9[PPL<3MN_:.OJZ.^O;.!^^]A)CU>2MQ/2I!/$+X>48U1!YY%1R M\S^7(^@"'*AOK+1*"9-(E)A?JO _(IBE8IU+]N6M0 AN"ZO=D-N5:-QSX0! M6?S&[PD(XH8Z$?4L,THP:QE7K]SM8@C(Æ3GIU [XS@9 MV<3WG^Z,VEU)+_GVM]3O5G26Z3G>D>9UG?_$,,'Q-EX[[.93QX0--CDT;GO* M8U5X^0XHSZ@JJUQ%UH@'K)]_(,,&K_^9>{N6^5_%RM&F1UV,RSV(5&#Y1+*W M_D.&5L%;<.'KZ-Y=YDOTKL0M=B5^]C>'X\32[?(GJO88.]R(=C?8^;(+[24 MP]GXSCVO.G8NBJNXI;<*CV@NS4&4;ERYQCOQ**REQ8M!5Y0<3,'EV4: MC5%(0_]KU!8?M:R#D*HIHK@(;)M]]!2R?G5E 5Y>K&5> ,67P<>D4[RW*O6 M0%4*4](O)],DFTF]=]:) YFF^L>(4DX,S/=0__KRIJ?2Q$%Y*]K];TK6W,8E M5]WA.^@A!^;27._NP/5QN;.V&:R&CW;RZNS4@LE'W(O4X%_BNA16\,.=< P, M###=VH?#H)"_XN<6@-+OZ&XYW3HV;XUW@N:O;'G\M%TC_F3I5%4]. <_(I02Z MRM;#X//[YAEX#0RLTG.[P[RW0$6_()S@A9QFI6[5*>#/1#R@Q:$[ZC*J/M93 M8.1;V]Z^JGEM5-,MP#FG+LG]$:K4154N$=Y<,!&1S70Q4!6E36@A%4=Y +@;MLZO]Z:8AEY<=>*5P_R$NZ;2CBG_K(S0BXT&-UNMQD1W(BRRO%C"(LK< MP#(0)=PD)U.,&W+695/)>FF43WHHSC37S.PQ\!:T=!@16"'\(%ZB=50Q[M&5GA0L[@QLI;1URE0A6RI=+DS7(P-YR?C8C&^!6$X5&=[PKR@N!G #D7D-M?^(C7$!;..U ZTHWO8)=LL: CJ1 F(*B)0G3 8W!9S>@RBNCVWO=Z_MSP:F8MQ@AG\9X*6HO@K>HYWQDIA>Y_F6(.;I462"?),F!S:C#1)PC9 KF M98,U&T]A@6*"3!#" LS_!\ M0CN0M.*F-,EZ]U=, M:O/N=7ZPUS M*@DC0K(0A;%G$U"2X!<7%"D9S)A7)YE"'?>KBZ42K]R=IW3Z# WMX LL'Q-.D=#0=&L21=8//DRMYQZ;OEJ;C$H ,?3DN\LTNYO=G]!-0Y@EA2MRS<*J-.?\|H,CL# M-U+6)E+0GD>NB!.5NGWA4&1(T\=.Z".1,23K;&*5_L')SMB]5"9)XS?01A6 MI^P"?; 2\A[LO+.0(SI'!T'9'E73R) ME=TTEPK'Y5XY R@]>PCP17ELM&9E$7Y 7P*^7?=TAP>H0\D.IUHN-X=;E%+IM!=8ZR#2+.B2HD* (YBZE-/Q[B6FT.$4V/%Z^0#,,6PD.QY>E'_)@C50.?RF^ M@((?K9YOZ,GH=Y 1&)%=QSJF7$;.],%+9VCE,',8LPDPB+!MN=< MK4)-*CE)CWNMDX,SN%EB/[*D3+\ 7*2YCL"^R+B&Z(P2XF%>6F &;5\B59 M#.%LB*1IYO /=XA4:5 +LO=PS_8#9A%A[%%;'8X^F6, /?SATG<4^)++$>$5^E M*J>\2S##\-I$]T EX"GCSX9T!/BKJ$[]=!-AH=G=*ZISI9#[%B8X%>+@QZS MH*S>]>F5B\ 3;XP#5*5A-!73:V4GI?+310-/L]F US>*(@#P#)]]S^Q(%##NZ@P[#6 MYADLX3$C GX$[D$AX2^6M5PLH">1CG N<[@VZCG0A0MF)>_I*18B#'TAPEHH M!4O-8P[D7\%AW(IT"'O]6I9=4DJP=(;2N#"W@#!-,\SGL)GS[<14E>|\4PV* M.(1%CH''7'1!_5>%:$3D#$Q2[+L@?%MI3(-/LS$ 4<=&F??_%0-ALKM MXBA,K6MW@<!-NLO*A,-_EE***2<1D0/,L%-L-3,&UH+ND62P0@I8!.H&0/X* M1*LT7I7SDA H:AA8S+9QED54)VD[<1IJ<_.^'7M:-I1^QRYR92W50%T28^VP M5\$98\1>3UB4*:5M,J:(!)DVIVJZBX"^:^AY2E< M4W!)S#@^VB8:?N5Z"#Q2+<"1DR<S0LI1*XR$V=/X9X8AVG9 QGRN! M(Z$X58 E6*8Z@!=@.(6^WD"7P>!SS7UZP*-MQ7>-X$?M*;KJBA3IE#%)*4$OJ,?9WI M8/"N I,R.?$JN5UG^]T)RN2EK+@O,;KCDIDMW%(H7:BN$" <4YCFU{'PBDV M7?-V<78DL!N3[Z3]_4E[KDJB"X3=;*%-93;FG+N;^T@)))0UT8TR)8:?HS1^ M,K-2,"'EORJ,N&>><[:*QDVAW=:5)N 6[?%'##.]($I=%)QBA ;ABE4YA[3X# MD:#QHFH4Q9A1*XX:M@P0JF#B(^^@?G"KOP?I9\6'@W@RD5';]\04+>G(-%)M MS+0>9]67SY$&XZJV']#]WN995;JX6+,L>C^X MI";#IX2>?7 03/A,8&(CE,K%9^\N%.KIM_5]TJZ"(;"_+ M#1X(8@QB?QNNOVJOT/9FWR9((]>^0U3#*3@JRP^S-(F?@=0#NR+)YI(G6W1!MV;LD9%TVIBBS3#58P^KCB%^V"'#6 M;TL3;B_M'%4X*VL,Y#J-5Z'8:WBB[fD M?'#LR7P-9"X'GLS>;X[R."CR95ZIP"\-MY_$?83]N8#LMTB":96#[5.0P@ C\F*W=HD9O*A]{{CST(E8DRO>1I=@..8\-MN$=4/3;5-*./$4-3B(3/-23M;\2IWN\[-%L*7\,11AS"'7C9WX.T$'?]R0>Q[MYWZ5Y>OE62O*J0O*WC13%F) M(C;PH[#OI>H_JZ KLC;*Y-FJZ5(F[;PPBE@]C>7/"&.1/ M"R)L&3?<0[4V5TA,:M"R)L&3?<0[4+@VM9N\L N /;%'[&F"7%(O<<V5CXXN5.TS%2OS MEJ>?J9A1&@8'.%U?[HU3&))9?W=R1H.N=@#+R>_3:($A(2/*2QPZ=\@WC]-=HK4;^P>]"Q/7 $>)]M@A#^(L_1[']$_U;8\U:.1KS_.>]_ON_8(E:K#N9 M:VY/FZ*E/ 59F%RAGI'6P4@C426=T'ZM(P !TK$F.=8\Z.9'5BCCLBH)]X9[M+Y"'@!<1V-8M*GM"M_1')]PZ3:I" M53:ZL((I]>:0S\K/]T17NZY(U9U4R1M2!^4WP;SF+*VG!)X;2,14UCC=-VA4 M42SO\=+<%T\!//%LIGO9#,\0]9?.<%K8@KX?'.T?G@)MAI;B0_)DUCX&XD MXH33EG=BQ0 (S\E*%%>~@.%]6NJ ;'"V62X7] MQ!W]47PA^5#=:O8LE]^C4:Q+!8GA>MR9S>SI0&#@+7V4KC*BMN9K@JY! MIP+>^'J+=1I"+=AL[ER"Q6(E,R+"M,TV^%0NT]9;7V\F;Y(!K-E^HBI*[01 M<=5S:DAV/#J:2N! 4NE^;OU[M8CP@6LH*#G=G@N]975RO]K9ET4%QPPO"=_M+'Q.&^ZUO<27P0Q&8FA#O[L&SXZ\5(_7M+'22W.P?ZJ:Z .UD.\"+$A0V2W% MK$2&A&D;59*Z6>A-XBU-NUXD.SJY.:Q 9"L+ MH\#51+;E+BV)=<"KKN*Y[5-I%$WB^"\,&!$B?>[{#MU7%/..3 JQ? 0ZEKFJV6A=RD[\WQ&(S3C-J!*8U,(&E M-Q3?!B*UXW8&\JJF6LW]*11FK.H+5'=]*M"J%1)%!!#E.1D8++#@,I-P;8;]\Q4SP(.92<7&:;M.WY4+D;P1O@G;W+%"&" MR?^H-9\[$3E(M^AMC"G$K6R'83 $Z9I%L:C[+(%-.OT<8N>6U(>]"@LRDA%%"VW:)E!$SY!! MP3UT39:RG9EYN5&[E147$[W5FT[CO/AZ(%@,&)C=YW>RT2E^Q)W>K3W;Y1DW MOY4(HJ,29.&GOU?1V#2K0-'&57%E"28@/\-5EKI8.Z7EG;-ZW+8NE;H M**;A?%$^>P6,L>N]=&OPTC$>81>|<8)9*>WZ@!=\"0.0D*11)D<2(>1E6B MT#6&L=:BPYZGOC^A]/L]C6H,U[2EBC+"0]TA(+Q>Z";DG*;8SI%4UDW09;(! MW9ENOYY8HS]XQO=4Y XZ;077Z4SYL?I\&(%S?EI"9E!*;2IR?=$ MO\(L6"!,N#"0[B^',B%DS'>Q'-Z!0@?&MFI:?85X[K[*VIH(J4T^=HNVK%[L3B#KT@2@O6K^I:+5HL#>P=XA%V*$D,+B'';C: B0>W,3% M;#+{$N6^HV1T=IZ1ZR947NAL&!LTLU!C3HFA UZ-F>VXJCV+LFFI*Q*4']QD M.5*7-[WN$"VID0P.ANU6 MRSAGW^]E2N$CA33EL)HWH]1HQNA;UH]4\=>,RGV^NV4O-3(1K>+'TA.ZZ,\ M'1DYK<,TFI'R8!G'>!$PIR M&7P@,_^\2U.E.]3NF9@)07VIZ@25141TD"51*U4U;_ZY8Y?VF"GL T[YLML] M7Y]D;H^_,**R2[/<[:=6;W]$)^1H5&X_+ J1(+1B9>]JMW==VV,;%O4H;?97< MHM9&7;):/AC'3<;HM9Q,&Q>0=10]P&#&%K'Z\"'7R";$ZV(VNWF!FKBD*K\ M0Y^&@LO53SB,JK$:8&8KG-0J 9RA.DD\]N& +F-33/KBEK7!6MW98$HN1E/ MK41L?E:Z*&(+1Y}^/HPCH\V1&[7%$6.1& Q>3*1_2V=WO>\|?E!|\NWXHA^_? MRD[8>2O14D?[!V>^N& M]-&90MJE1**V31XU]H[R:>L*@\2XF&8JAA.X"A* M4%&H,R6G_N:,+P4W(F;MZDZ3\"VGAZ829E8T;E55KZH[*Z'R5F% H^8_I8;L M<*-CE)/4LRE<_NH[I7'R,"81-J"0'VFU"QK;XF:!VKESN.ONTFI[8+-->**>5MM0#U%2@N4",F8\;DOB?6EQIZQ%@D2DF7!=.\9S;0IQ.: X*>QY=:!EB#B ZA7-CQN;<&&A"'VY(0^R+;#%UH M0;"]DFPC2H%?4]6?OB3P5+.&JDFR;K3BM'K+P'2G(E5XA#,,T2@$T@EKO2(-M7DLJ+"WXX[U<,HOH_8"_&)(L(;H>];7D@(Z13 ,-1O>U#0^DYDJOL#8 M"6?G(.6H?"8,C;1CLUA@>)-K$\[[[5,#$M*NRLF(>VI#5TVL6(A#YPXIR#++)J%#+,$_\B67AQO9>-AD/X(O,A=R%2BMH] M*Z)D^(?OU41Q7M!X1%?X,':FW!Y];K;*=J;C.%4I3:>R94/I6 N!#YV=M46MX=HV4DD\B4NE$^JN%<38E^CFY\V%1=W(LDP4X)(!KA.%3%?;8"PI^P]_C>^] M<=:CFI49#IR;+1V&F:K<.9-8"\O/$/O7RX[1HHX3-5E,.UY;.7/0V^&NLUZLKTKFSC^9:!W95Y177.E,1UD*.@_3] MJ"Y]50Q?H^-P;@WSN'*KKPNA'C&?DH!4A.91&OC_MFDG@7'/EA0F=$PQ_80#MM#I7N/$;)7AWG99("_:#X>O<#=G1@E6W6JOA\&'^]L.Z<|K.%"&=M+$U83F?MI9P"C20)(.N;"6K QG&68?NYPC9#KG6!PY\HK+PA8BV5Y/Q73_H^U)\EGM9 MOC=5?<|AHPG(2I27P?-@/7ND43YR-:08"[P5X?(L"K=+F_XI-HQ[N,L2R:1-YI\;^G2-1](: MM(ILVXHVH)=1=2-.8Y3EA;J)10,E21*?Z>R%08O?;55X7X0W.H7[IO)O%<+MXLH4>]3'9Z6ZG#L4QVZGNJ@ M=(,FOS;3&>2_*KA4U$U!?4))RZ6FK:@9EY15IMAS$B6.CH-B;!OFY*C$%E7%T M:L\[OTQE M =%MZJN9.%U:#2Q-CP^ \8;JO{6HVG M^K51?4?LR!5KN0|.?/W1F]B#ZTRWB##8.CSQMK)4VT*,09QNUQAKE ,U;CP+/-M-M#,-QGY=\B,INEC^ .NL2'%!MT";=V93/^(S=15":]*Q* 8R9U0D9%K;T5B MI@V[49P7%[J/PMCLVPTF-#W6NOKEN)S $@97!@9PR\'L# F^F MY_/X5S#<"83A>8@(HQK_R^J; TFK34,PI* #V"%E1#=O)4:P2 MJ=F +G/PO59S8FIP4OLBMJ8>K52H15ETOQC!. 5]RUCA!0Z#847.7$,!4=78M"EV.-$!SO3PEM0(S%6Y_U9P)LU\R"$BOH9 MD-?:T 8ZMW@H$FA,):M)1Q!J>3;-8V!4.2@000*=N;6W!?)QXU]+UNP'3^*M"UGYG2Q/0>8_$\(8+B0,.*HF7>#=0V5K>/_(!ITHI"S({XD1E O< M2[P@VV0(-V^;>]|K:M_ YOW;Q_>$W-,9)2W0,PK.*5[$(S!7^SW,O0U,$'N@ MHM/" @=RZ!}3#H7SZ-@GW9LA88XM6$0.QDV/C,)\"4&%Q5[FJX M)"(WK]VM=MH889Q,8Q+0^I9,^02W9.-(N;&#(9IX-9PM9,RI%[*GT?O^53F M-LVB!,6&T]18+B3B(50/U]_EF2-,"D1-=]"E9/B9-XO+K-MJ'Q3^5PWDM2]0K>TA=O5I@9Y++44I,R![FB&+1& .G[#U.*+,Q M!).N@4D< J%9G#T2TQBS'Q.IMKV+]&"!?$RA=5.%E>)@:58V!#IR>R^]'*PB&4E"6,]|@L5= ^=E 2,L$.-, MR4>AG98U<+RII33Z-R^G\IZV8HQ0(,,AMVJ)Q4,1D?.TP%)JFCVI-7.76PB:%+W=4W5VG MJ [^U%FG,.?7?5%T:+_]P+0RL/<XN%'0&&9O2 MI.Q3CRH#R6HV@K'3"?]?7#1S#RC74C7EX#Y3%Q8G%,O=)F(F5UH'3=8U"*B M@Z':*:S'BV4QE_]H(P_G;C=@XU;!7V"U2LH)^%1/%;0-(%Q*I"C=>PO1Y.U+ M%GF9=8E?X71_AOI/J3RA1>/I3._.;21T.GVKET.D1P?%>.!!V.[9DHS'2(1 M4X@1;,8B2V$R,TX\F'D$]:O.EF@^[@-I?LLE'"55U8*HQ:SY.>%<2_[N6 M%8M.?<+H2!'\)Y74,H/4FKPTV>0&&(3*3KH.9S[%9+FN|6GBD_(;,W116Q%/_MK&"QK%)<+{UKOC>XLHD8?B:FHWBIMC@IX2TGL3@54\HTHR9M2IB0SQN]%4/I M %BK'M4P&!"Z3.'3FA/9^;/1IEAPBWL%:BT*E$VPZ(S:!!0Q"\[*X.C@Z,Q3MP3JHX$L\]2:=0>OVG=JZ1!Q9%AGD\RY0AQ(1[K2"2S)C$!_VAFO&0X_7UU6'-MNLK2O7,*E-_)= 4Y;-62(NQ!]IW(I"7"YR._CT5^3WWDU\NG;RV?5#?C+LDGMG<58TGW&"'$FF;$!==B8J"A2WP88UTD5'.I+)R]4]DD1@6(]D?G?9.A;8)% M\1BZ&@V=@?!H_\M=+/(C+H =2$AWX?+H!KP!.T^!-58A9%Z,$C%)\Q>W/9.9PD M%JL6OG51,-GU:>-QRK-0>DS7]5!OLUJP"{2\;L])7[>()C+!EE%=(-PKY.9: MFA!@XXA>^&N6?_9DL2:RZ(PK;5'CMS'E$.8[!%@CGK8>=O6NV+H?G(8RH9]-MP*@JSH"I#D=!*;7DUSL("N_,K*'$N:6(H4F%<9M+MY>G[OJPT8HMVM(LM87[M.2'18I.3;,#7=CC-@S'8,HHK+?UK&N3 "U(B/K4=MC#PSJ09- :_$_ <6WAZS[TP!-*9U#+.)DQD.(EKED,FH/8LLM"]* M*]Z< X*QD)5>L<+35?]H:R!4K6*,Z5+'K1E5$C;!+&K++*R,93D>5^PD\]28_9 M5ZIWT*.@F=]OO\>A<;&+5/+5[G/K8.PU:4JPM.\V2]^D<0>+.B$Y%3WPG0]<"&*;E26K&! M;1(V5@8".7&=H8@AIZ7#CQHX?S%/NF7*34D8MC&>_()-=/1M>E=?M@S:L:T1 MG_.R5K$O-\9PQ%W|&]HZ55QOH%^+++_8,7N @5Z_6LO0[6?NP\Z0RKMWB1R [! M?DC(G93M"+1P%V1F-74#FS(BS7>RRK,(FQG4,BRL)TDSRN?G>^V"'BG0[/ZT M?I,_!XNB*T]#WC"DB.K21"%^C/'$<&CLA4] GQ%DXU8R4W]8%Q34$UFN@M.'" M\;(KF*Q6S;ZU?16LUKI27%BU10AQJ FES@Y1OYV1HH7<07"MA14_@AX7@^8'M4K$+K+=J6L[9SL"GY70H+>>%3|OQ"7II$8G9!M M"VEPP=K9_N&A3UM8)WTH3&Q/)IY,VLGDS<_G72 .&Z_X*%/]NOF&RT6%QN^31-7E.?U%N;ZW?WUYTVNIF5##*1\2T:AR49D1 M/$VN@2;D6-WJ)*X\B*-ZJHU2["=FM*#%5(0'6'1'< $%F%-G3Z!HH-.D4G);-ED<' ME)-IDLTD|O@6:I*\8,IS-JV+!AF!MWWEC D+_]!.= D'0DGJ(9AB?DU6#ZI M/564,B/R2$M5;02< '!I8/-Y%C'>6R0(A%@4CRV 7*_$<IPIV:! M7<17W@>5 Y DCP]W+Y5ZSEA9_EE2D_LRCP>5301OAZM;94MBNCM-HWO"(AGF M%8.HN+GKU"IVLVR\'&%+03O#&(-*B+E!-R7ET6&*<3Q:..80$9,)Z8/>,|/K M.+YU!PO\&4X)TRB%.\Y,FE9APSOJNII+P,_@'L29-,_ Z<4%P^5<2P9N_F7_ M\#38.3U\M1OLW.AL4]-J|)=:[#9V@2)$4]H*1,W46\%;S$NW"8/<9B;)X$+*_M]7Y365&L*"T44-/UQ\(=@CIK1DF:TNNW36I87HXM;ZE>_2$\?>#H$] AQKP MBLU#0Q!.?R63Q*XR!R*K.MO691P:5(.5?*C#!+/;TPS,.T[*T0G)A4+.-4-[M4;8&47;;[XX,PP2UC*H!D3V<7*LA"+("LT\F4TX_*XK*DC(&KX,+B3:A!M1__M)P89=[(SN1_VUPUX3@_'N0&ZNR:0C.YD6X740ZR1@4&HW$!D-W_Z\?CEZXIA M QH$A=[;N$1\;=L0T2V84%9<(=,8[;%*N0=$%)-5L4>U'4@G 2\W2E5 ,VO MI4DB$S;]D"Y*>4\ECNW-K/&>YC=B;TI G[===#F)8IC*]PYRM)^6MGW]*_VJ*MUTFOG;'Y8C,RD^+*5->&]Z#-K#2A,3'1VIKDY.>W1&H8@66FJ:2*19.?FJD2 M<+%S*Y,$5, ^C]RF7JEG+CK]R&=1;R3:&C475SP711E67.RMD4Q<#-)NIR'Q7M%>5,T'%69CFL'MZBZG50C Y%<5=STH$NSQA-Y5R{0)Q5$7/2&[K;\-T^*^=I M63EG/BMG99FXH3/25J.IC7#SJ7>-?S:WPF@)-VI SA5YS-\BZ[A%]"':4 ;XMPB|<'+4,>]V$%K(L.;V8KX(|F>XQ+G>)$>CA'+.+ JFO&@&AK=XM|@/WOMJEZ-M&)S6RYG/[T E'V>VD)G=$%>NGS(V';T,3W1TH#O![!EV!]<.-YYX]W0]=UFM03F5{+=.%=7UQG1-TZ#5G#.Z?Z2!FX8?Q@7H\]D&@/B2P'OY2<;B.=?8)4ACV MG>GMXY!ZIF,/&)*J2E-R3P_'&%PJ]7^4 7 ?9BDB)9M:'(/3@W]B1.UV-I4< MK]MJI1NDX[|&7S'8*,IS1PI[A>0RJ JEN#E=67!@N*Q.G:&> M,;U2SO3;@HE3#2'UV3/=#*)XL6BKG"DLG!JF&5X>*6AC5VD,3[4(/R8,=R, M.!YB6%;$;"*7BL?PX'96X%W E(R\O.:\)4@R :[G)AU20N2]O?OMV,*RSP>PW]:"HWM0&GZ2Q9-IHJM#.B>-?%QI+0)FX;Y?ZNIXUUT(9I -0%^N'KQYV5 M=55BU G-8+4*H9/5-W.ANAE0^X3+4*H9/5-W.ANAE0^X3+4]'J*7>,Q|=CTG3-@_KQ+RTG("G@'M]+12U80K?P3=,K237H:M@T[Y'|&BB@Z54[=#)^ ?\2C&^9*W*G1=5\;1WQMA M!36C."DT!#4.WK51#*8!(H2'JF(2_V62I4*3JOBJC"*LFAR;OG$BNH\+O2.N MVXQ1*I?-Q5/S6JA9WJ,65DO[?)-%LPX1]N+0/Q 1HL M=1F";8,G#11HOU6NEK8A+@3& FYB$,!R\5!S3WEB7 <>G!W_4"N]M5I+$O,\2&NV< M(^]V*)U*QAG&](@77RU68!.@A]IT. 3?1W"_,0%_C.7'D:M$=3NTOK!^]NMV>[=:_=Q1G1 M2#,%YUA/O1,)ON]H&V2Q!UM,OI3WX.WIJ/FI04DP0(=^*YM+(_@7D!U8\4L?*_82[EM*.)6@UQVA=J,*M0*:6/ORVPO3$Y]U.W$4/M8^K@5=/H7P;MWYT|# M8-^(K'OT*+AV&32>#7E%(;AB/|:N: UMJ]LA=Q@>R22DF#]L>H_N_U]477!5V18(N M-OJ\$P7?,$Z8F_H5MK0'51^>YLST7V)LQON;A",RW&C?/G*_CN(BBB,4"-[M=P]A1++]B0EW$SYY+,!:PCQ3CZ@;SLEBUC'>'(O,Y9WLZ>TAM0KWKDL]RL_$F M\Q6OVE2UB*[AT<[3SLTH)F]W&20^7^T5DR[0V)40Y?M'1|SN=8>(516^FX)X#C*8&D*]'0!H/EB4?C%+1LM,IX" M8$YR8.:38#6?5=[PZ=V3#]#B4"6+>1<">L!=]CA.>MW(W04[<;(+4CN2_H M:V2ROA^5<635<;J6QIU?*.9:ROK]G;H&2C4)=;WAOZJ8HU?=(LZ)S,>,ZR6"MA[L,\YI8Y'=4Q3;M3^>8H3]H0HGV>3*9!U6,O8MYABS>=,S%PU-UIQ!I10 M)8,8T@6+IGE"'-H"-T(-KY$94CU"+2U'MF ME4B!:M)'(@?*/CH+@Z.#HY.0_601)I6H7]+L>ULK[A?JGRD@AT; M\1BGX>=[ZGZ|&P;W(JDP!('9H?22.I3O.,M4"[/"Y.1@. TM1)%@7@!/3!0% MV(V4FAH&(^DRX_ .,O)LZSX5O6L'ZW:C(_B4YE\,OD0Q,O1J^>(+=R=,14*L M[T1!?07#^EA'),UWAGW:(IG5KOU*F5%4#:G#N5GP[5&4023"++,H MK"-&!!;?@[X_;U@.LVS+_$$_@3IOA3_XHE@%PZ."U8*R53W]%15:E^&NVS MT9"I;279!DA69*\H2D.M1,&P1%3H&@27(QS/(M34A=AISF#Y=**7 EZJ^U!+U95J1]1Y4<$U;Q\CV$-7&NYW"APU>HX-6M6=] HSK'I M@L&R6W'Z-$'E"]M/L_'Z!_$TM7Y^C[!VA@ICSU;$CI!!GF[Q/'8.WA:9QRWR M6-UT!^Z2UBS_>OVUK:1VJZIU'B!0K!-ULP P/)*"[>,1XL)F@_WA,(3UZ?]W MBFH(DY(1;RM_=AD5"'$"%U|K4G-2+'6GN/0H_V#E^@F<^#B7GD>60>/8'\ M%+Z=T%]7AXOI;E""OA3]Z<=W=.#CO%XL?5.Q-)MV02#A!016!*'*DAKI>'GP MNM8PKPXS#U3-VCTIM!EGVFYQ?VJ-I%).1)E8Q% MZ30.JU6,!1_SBAPN9'J8TAT3-C;=]U0YZ$@DB#VJ*X(NWWZ_A0<'NZ_,'"G MY[W@%Y%&WV9V]@C/LQ0#\6Y*

6}7KZT)ZG=6G.CW%|LPU4NH]B#(R/,#>GB@0 M"9,+:.$NM4W2-A"EEM3'\=R\%F[N-J 3WR;I9ViLG8X3P0UU;+X'0RZXY2;H MJA$&]4EE4:'K"N@L'@ QEC/C-LSMXA7^Q"+YYJEQ#=28"GVWMf[?NT66CD[3 M[BRVK0.8U!B;H?U95FJ>U#[/$]K7$]I-+_@HRCS.2BR:I0)=K>CS.'SAZ6,-`M]+&;H|\+=&-U7@PH@0f\[?@CK%1J^1']8;_/2]"Z_M!$6Q0,03;E6]|\CW(,H0YZ%7%!E\0'2:2\[SB@K;]&44?R'SF4J5(H/L0&HA-M HPI/"-T(^3S&W@=@FITSBU!\"/5SX5=U;F(N-=?HZ&XA:]P\]WW ^]+_ OL M\T_8;+EWD9TM6Y;0+T$3/$.Y2VO @X>A&$/L?'FAlD5Z7I^2(4UD.MG;.0 MB70^,&*MT##]B? M12@IGUK??#.\bQ'8Q&S3M:%DMT$K43]/LQ>-F;?NR/+UPVN&&#%*0A5;"H-) M%@$_$K0|=X1720L3+L4$BU-I^H^H]=J8P(9%N6! .MLX5,U+BT.09'9@@3F# M")B?Z9Y.W$PDIU(Q7GCM!U3M6=S!]L.O&D4@8,,,%8I-HW5#S=C1?25@(-6+ MB5]BP*46+",F3R280E(W1L$N*;A1.95&WXF($R7D%YD/*1>25QX50AJ&LN'$ M%3:DG>U<4D!MP7KJ3 **(/1)PY.M1TW+R:VZ#. ^F<89QDA#N2F8'12PB'O;9 M*$4W_?/;RPI?P>'^"=':]7[%&L7TO%>(D>P'P?IN"7+1'YO2,"/>!/?4@DQ M2HM:ML-&I3[<^Y_2!)4VFVUCFI5@E#O&BE $,-<%T((CU6I1&'7 6$2S$ M_H4%+#>]@@AS"SYS? AK5=B$P[8/LK[%WFP)>A0\8 PIFT1-M_]O6PO!6E,2=Q"OK(|H5+Y4K9&L73D6 MX6A9#/|/A>S:PO5)5N"+AI3] #8W2@Y<4I;$7&_A,_H"&>]R/HNM M1B\ (C(Z"LF%DFZMKH')4;'6]D1U55TM8L:(([D4VK%1!(;A&W%^3TEJO[3Q; MR#5QP2*7M*],T(Q9++AS5$]9F:B.|[+0=8ML"9.5A.O,J(!M0BO4K;7MA!H-_M,7A:1.8FA=N&-H$373H^0&,:WH\4K***[V:ER.2H8IGZ9>AJBE)AS1-8ULN M%B6M46O3H70^++RPA!MB1M6O*-N%MB@L)@K-AY>)O^;)8.8F'0IIM#0?#1H- MQVJ?IHZUD5R8V-KZ=GL!\+5;SEF>$]A\B74D' 8D(;$#1'-M^I~Q|FA<=5M4 *0)=VJSOSN@5 Y?24ZZ*9?2?{6%0 M3I"^:)96$V65W#MPB;51O7 O+ND%KAB'V:1?4&*HEMHWTQ6NO[=:\9;R9G9[T M,\W#=4-'EBR(2%P(\C6C=T"YGG5;[MHMI7FK]5SH$AC(8;!DQ5&M^(XIKBQ M9KN6UE=5Q'@9; C=L_KQA& M?X_XWX|=784'_U3S=<>%=:ZG==4,H"N0S;>P[!B]=PSJK+.]%IG RL;]"C/8 M 5-P$G8*V]5=*0TV+8W6J^9](0>E=O'B)-3'[V*9NA\[$;532BO#X\FJL>PW'"225 J+)0V7/T(?EU\3;%E+2)DI_V?K5.7HZ MXR&/|/+DB)$VC4OP\=_ XTO?;KK3&2@8GO^8]YW8!0*#;=,NN49KY%TM*$!T MLVB8\=;03/68(LQ&XD_R%\Z,X%QNOY@##C?70NIW//!YE" 6%'''8$MOE* M2TT/^$ +ZFZ53T. ^Q>J{{OM,-0 W#HQ//U_1+QY.)C&)&3*CA'/#W,38]+8RC M8;7SU9YVNK]M>SWJF####)WH;C[RW\>ODY>G)BM55VRJ*3[9) M%\JR"]\4/TV+)1[QH+1M_:_'5\K[@? %6(BS=_J=:ZH5^L\ZNNMFG=!_M0V=]40]P\ZM%+=5S41IJ?;7ST_#.-TFLKXEE1CF-MYH=IZB9H;,%.1224$Y M+AP;MN[CU%5BKHT[$<6PPK$1H) ""@1CF,J*'!3H>\0KL8X$:_T7Y()/]EPDH?']\-M^#=QL+!W7";1E:";$&,J;ZUCGG=1 M@Z&@,I[,:E.4 (3P$ADU<G?Q(5V MZE+@,N88'7ZK&%E!HC),OVHfJON?CC#+<@HY* {)2:HQ=RHJ;:ZG>-L+\;1K@> MR)O!/M,AY6O@13=?YL+,U8B,D8O&Y&DU4OH4(3S=DPY@PE/XJ*@?ROT8{VH MNBZ B2A1-#FY6RXD*F_B(@F8Y:VYF"*\'Z>\!0QLH_I]T& E0Z>& [-.UY13V M2]A@U\,]"C"6T#[,)#,GZL0W_:]C?]1.01)(:A:?<8EYTW2L+1T5IV,D*FQ8/ M"'^VS8> ,NXC064)ST];$-V>8(?;S:&>)6B9(0DR!M.H/>T30AZ(![:). I\[MSW^HG':X+TJ5KLT5T?1+(A\ZJK5/1AN$OH]B6'4B#(?04&+.15PP:C&8;9 M-)8_-%4J;@7L":FOV7DKC-RG"I"^.A,//YZU<;SE?O'C=X)Y=\UX6-.(1\P.=XU+"L!:Z3FS]OPG=2_W+. MW<.%2AKFMPHD>A0/-0\0*,'CVE1?+YB1R>X;YW"4F$T >J=40A#%^ZA*@@F) M1ZK!5NRW9W/3]4]VR95]T([3S>LR.Y%YD7[4L>*;?W$7"9,BB(B52$@DRBG MW<"D4:@&/>8S'LVVP 'IH4,]#FZEO+.<5$@)^/")\7F<8PP$P!F678#*=V*7; M-[P_,9H<<@0P=.L*2-]HE' H4).0 WNC514])M-.N!DN,F'3]6H];_ @6HW__BJ":$E"@4"RK!SGE]Z=QL MGW(6<"I>FNF$,]A B33B3%@8]V@IBDT55)>,W@\.!1)6O=2QY%F89.HQ MM+XBQ'#LPPL]-9;.Q-H_[1V^W+,@9G;6>4>_ZJO+\73^SO<$*VWBCL[_]I1^<-M7_+A4^^Q;AVOI M" M&/.IJ2NDIKH9295)2(:S09G3:>^A!0@H:SBS656:3,5ICO;I%#0=)Q$)%!(^_M5DZ<5%8?DXUQ,Z*9QR$TYZ=<6Z6I7BM'OV\2K:]\%/+7$+N!:#>:UK)V(*&# M,,>O7XYOUW1(S"'6]2XCBV=#KA9G8]HVP^0>*P<*,4G@!^\RU]#!#-,NDD10 MT\T)ID'BT_#N/YP]6&&3;=PZQ;G]_+;8-%QL^KE'QBCIQ?9#31DG9.K_8F+B M/++V%OS5XSH>UNI5%POV9^36.MJQ^^SUP248"KQ.]FH"$T4EP.U^:,(Y5<*+5 MTPVW +H8=T2WVY1<\32[LMM..Q.NJM.B"?T9< FC;SJQL4S$V."RHL\|R;:-'AT5P7D:"E@8A-_%& (0 NDNQWWL-[,KFU<|))+4934 MVV|G:/2MXILO9+KD-]=[50KT,R(01M M.$"A,/Z;=*D1_"IOK4-3)7L$R#"C%3_E-]C)NI/33M\/1E.;_]]2-UV81\RI MZ3,U#A6UPZQ;2,]OJY9OWG(=N:X8/ON=6KQ5;@;#(RCC%""CZIN&*1$V%?=O M8UL\]V.Y7W@]#;-H@=E!.J*]E\]HW>H6U!]4.@T91<#.7K@GRWAB23P4%],.] MF<4'@[N39*I^B=(4*P)=:]QC)LZE2@1M=(_[MH,O7!UU.?-!E?K&ONLVS@]VN&-A':,[C1GR:,O.IC*?LI6Q3EA<#4MCR^\FT MA/L1S=G1C!5SC8%N*A!,OAA%QR.KX\"#1AJQ TDRZN"&J0RI\E6CVZ5NE% M|$VFRMS[C&\89?Z9++3GX<79&7:)M.YP''IX"\1'9;&N.B=KDT**^L%;HN)3 MU]!OV)1&^KH=@3K?9R+Z1W^ACO1[CR4! 5Z5$(GT 0E$"ZG.S<@5(M7V$'2 M0"\[=/ZU%)%")2OH&UC77"]HD$R*DXR<0 M4BUYU74.?+(E4]TI[H[:@T%XZ3K&G'0CKM?/NJYRI(IX&8P;HHR;Z1VG;U% MARK(-9_UU!1]RZ5PR+!0%H#6G%:(1$.YQHE*<2*3)%NF];3IJ3<1/3:.EH8 MO6"*&>@+IXVN_)U!53IB>R!U3A3-=(Y5GWQAS(=O-3*QI4\S*/<&7C+?S[)P M@C9+IR'-[,KFU<])+3NRR-APZ',5[W$>Y-$6%=-K"DIMU:57#);&^7R92ON'<(UG"WID49O5C(YQ4U8O*@ZJQ M6^V<;!4*@5E%)MS? *ON5!>3*]K:,Q%:A\C@!/48\"ZG%ZC[-)04CS*=>O* F MVYHW:'Z-5,*_Z06-88M4;_?22\RV]4@N[?O8!BPY2+ W&FN>$)\I'N9/]I1 M=/A\/(&WMJ.IF%>NQM:WXB5,&,E712YZV*>!=?81,#RA($R6,S""C5LOBSJ MNZF'P@9TV9A=7#24*5)@99E3^4G[P>A!5.4.AF,*_A-S>M.J'':"OJKHHR* MB0.I*V*ZA$<5 A^5"$Q5;]AN>N[NQ+O!G+]G*F8.7T(@]W,"CIT.6'4&&Z^ M^O7M1O5]9MZEM.;ZRGM"W>R!6]L "]B[4PU>L@K]O!497#X->?%IX7)BL4, ML157,R^KZQ4DKNLJ6^Q0[58\KS/9/U/9ZP-H[//HJ;5B(#9#68QI"Y+H]:YO*W M*HIM#TQ*U'3:? =12#+CH<"P0)W1E!<%(9 U*3](XFYIB)+XZU?VR3!,);9HW MI:D1M:M[M'5[X)S)O?I<#-JH2P8M^THN1U;34*H@);Z3KFP!O:A"=ZXKC3DP M;FS >2Ff^P(UGU =&+'NPA]SUU"&ZXM554^B4NGD:H1/4]@ M')M/=WA$]'1&6V*[[;E<,[)+UPSY32]9BG*I&]M(K:[N$9G%]'5R%DJP-$R. M'U!HVA7BY4A(S8CY$C<)F>^&- K6[:$K\HCD/U+A6W!&U/L9K;$MJFMNRMFAT ML!RWS0G72/&;+W<CXG6ZJN9>@*'7D*?;_2.L]HI#]K+E5.%V%P59)&Z.U%8W8 M*A;IS&2\EVPP*B57S,DO;,)+*WJ$!MZ3J6I8K, M[+K=G/;$E04S,?+ ,Q&VH^X(VY/]@V,5I.H!70/C8""Z<1LS5D'.W=;8W:, + MAA[!79G++@^9K>K.[@GGEJ.&#NKSSN'!,IODJD&(+$EX+&JV@[*NV9.WO"!V MJ^C(25GO')0LYB; .GO]S6T4HGWXZ_A)N:%;L>U;!1O91Z56=12XA(\'<"]C M_BG[VT ;!S:UY2U]1LA;NUD;G-]XB5:%14A]2%6T% Z$/H*8PO_68#B1!N@ MU<#8V8,YM[91>' 2#9AX2JZ8\@"4IH@P 'BVS>7__FV3)/8N%BNTH@FQ$S M799$8LGEY%F>|SQX>756ZC2=<0S0U8!?8B++;NW.[Q]+F5P[$B T1#+2AGF=7 MHUU9B62X;+(22C?%S%>?\6*/(-| <5FM.Q-6J=4ZRXL[\8"-!HY$5OO.ZN MV4@CE[K*2\ZU?1(;,E#>O-K$!U?.VIX&*@;#+B[@BC>9JI]4J9*51%U)-W$ M.)%Z"O\P.0&.7.!0Q;BMH((_8B! ,4=-41B$&@I57!*MS"6S=:V9>VLR,6 M/M:TMJEI(8[*>,EUX4!]JD#=N9\Q0<_V58/"2BD0$.M9V0FYXXH M4'.+M4]V"LU=9-KA8<_?>XCJ#L5D#+#*=..9*3%9-BI:53V&08/PH.YO)X""S M0#BZV!Y.OF/5KCF"(PE,'N"[?<*>MS69#\LCU=^QL,\9C[[@@E]!-NIVW)M4[L+*A;(ACI37O?"W M'U/4J#9(N&)Q?FX$Y-)M&ZL'$- A9JZ0"T[FE*Z2@8.9HF'9+T#/(-Z@R#=($+ MMA_@Z!FNW[#A>M=0\[F.PQ;WCP6M\[?2>HQ;B4D3R_3H9 &&Z^#OKG8RQXV]1&^KB=@ MT1TN9D5'?B1ZI&W>7[DMI(@W(U$5&>4C!P2B&31%]S"-V@'6F?-6^LEV-8A# MUACCC0C7>5V8O]QU;'YBKX;))C[;68]TK# MY:,[4&@Y/7Q&F3;]GS 3812K,M2L/5+E4ZF]- +U\,7E=4=5/A5G6O31""E?, M<[N2])'O_KQ"]GP"?N8:M69Y8P$.EDH)\A*4G(#H/G?CA-V!5H MV318IOZ)BMW !WMX&=&UPM*T+S81*=HC.V2. MZF,_!.LX%R!N)UE[+LS>+5W+W6HMM8';,;4"?M'DLW&)=D%%]J#=$ M;VGMZJY$/,3K^;'[+U]TI('HDQ4L8$3]/DD/%'X"$6C(++UI?W4+5(WL!V3,&[MEVG- #;+NO/Z(Z]R_K5T>>$+]KXBVCWF\N:1"B)BBTR(,W3VCW03%#V$#17 MG]Z%P7_4(")W'2^K&-E+8%N^BZ?NAP/>FT,\)+\N\R5^RS++8DC9+?B37\&$Y424_9R=X?D\Y]TTA?MZ M4MA]UGZE7W9TX IO'1S\GA4S%R3V-#'):*9KBE&:<11(4I DKDC2D)6XTCB; MF9'&]ZMK\/W4AMIR_003\#.:'K_&->[Z8'P4WA75G6QEN-8O=]M>O?R6+W: MVD@_T!QO&LBM^7%W'H9 7Y&57+#V0:(C_E++&I+MLH<;F+'=SKZM>0('?O@-_M$,]PN-F5X95@O4XIL\#?Q?.H3BOJA+7+O@%ZG'NXQSRS54.")K'IF!NEG04 MA!- W$_!V8!;%DFB@?UJG*5R<90Z7P/8@'8K*UT^C;R$?PA&0T4 >IQ0"_G_6 MLUNJ?W#3GI8O??4 >P$:X05G25 XR_/8^F+'}M]MH(OC!H M.8#W\KAF9H:G T#>@NQX_:R4X&+'(*[]%OP]2&,\?/+2O+'9^60)EMB\R$% M88KOYWF:,N,8XR:3S%=#=1>U[L_V\D&J4*T>R+OY#Q\0-5OHGHRW:8Z-A^AI M 9:]1@$B]0G?&;/=OK;75'"#^ %15B)#65T-;TB/>/H++}]%Y? &V+E\#SR.#O M]DW'(!NJ9]^T?F!U5^3U!5W^2^JRX]:Q<]|?SMO>?]tXE#;3C^_*-T7U(T7-M^ZV1ZA:RLXHBTS//ET6A;*6!9:=['G.H"D"2 A:3V0?HERX6T,HB;A9^T:[M]@<"\5<^[ZM]\GD_+0EW@M4,ZTD4P54,NNOL5BBS,3C_>_&'(69AG$X15B]& M3\>^H_\#28-O!02%VY!.ALXH;]TV9K\Q Q2WK&[':N?*URE4C7CRP-M)^UEQ MP>,QN6UW5,- H(F&[G='^24SFDA^X35 E.V8 ,,Y*[YEQIE QW4_TL;8X*9HC MG&++U,_$U_)# IP;1,K\I&VU1IMV&-Y\)!(fW O? =&]J6P0\2@GQ%>Q*U1LH M'/A,Q$N_\|L(:3>M1?-W/%X=_; ![FW.6,9>9$-%OR;^U<%3EF[C"FCC1HO?X M-6#\IVED0B^T.L@Y2_J60/^K6:WYX9/2*?_&]BJ*+G@A8'@H_^4%$7)@_JU4 M3ULYT@_VW+ G6=^%^8QA4+]VS-- ?/>8TE!Y)^8Z#+P5K.W94X#)C;SY^0AS8VB3ZWWT5A1?MO?)L+U/@<9'<\A&55ZL_$ACD,%%.TWBO$;@*.]_1B+A=|^1'P5O[Z+L_M%E-]:\VS%'D:2@2EPY=QGR/<7KR&T MSA^ZO+]@Q+O)(XPSQ6,.'$3E],BF72&%[CN?M$HQIFHWVW/3/-LYC*N'&3 M1-[Y3V9)]XZU233]6B^;$Y%DYBA=I&4I2;1]^=C1),$ M^? &./Y,SY^!8^_LEH/A97%$9OHEQCL]3XA?Q$G%-C%Y42-M:=GH>C-,9-L7(Y]6IL7-%;<4+J &";.K/^RLQ1CZ-< M=6R>)F$:U32^A3I$0?STQ10N*5Z'A]TWI_M'L\<'+G!+E1D6.8??6- U>3!T& MHS,FR'#Y=#'8D11Q$&P%'#E11Q1(^C% ^B\AT%(FO,HG-P$#B!3MH5QT)@\&E+9HT MPY@ZHS!:,!+5:+9!<-FHI5@6;/9Q\ZG&3 -E$F/]Y^+]GAO8!T#.?&:7HMVCVB?ZBT_%;1G)? =C';#U[E38;CIG[M.F M--\K5,)2[_&;L+,O/O[#2X-C^8"# YQY1TN"0WA,%NZ6+'QR3!8.7<<7W:;_ M_BRP3"H@:3>;RL9XKD&D:8\G)"VH-">C.YOI]-M-7&OV%)fBXJ?FL-CCBGF, M{FC|@'/X?ALLT.X#7G/I=*)>'<_$9(R^*WNV\>-"?$^L9D"XTX1MGFT'2F M04K&G"#Y@0@IC>,#20P_>WSR%%M*L!_)MA3-8FKMP86Y;SQ(^1.?TZGIVD@1 MTWAJ[\]NWIY9;@ZJ3H((0G6/_*"E9S'F953 50'3G=B#58277>D50T\[B'M:Y1D/@7OZ3-S9L.3LOGG$\L\0UF1A@,Z#M6C_O*_&0C84*_1*D>R7Y[=W MR,SJ(OYK(W!).\"R>3=4(XY&^G7K7]] KU5S9>]Y+8Y8+WDP"8YYU=B+%Q? MH9\O,N2'[J*2+I1X<.D7C_9<." PH;ZTUH*F@KSMTH>M18&$KA: ZF?#R\== M,!L/0KZ7H"QA:F.&K\393)5RS"WIH^V^IPI0$ITCMW7*[P68]+DY+1(TZ^8" M9N%4_#<&Q!V*,;\=CFT7Y(!S,6B>2T@"86(]823'!O"UA8T%HTE-B'B/FI^I)UWD;B:)I*]RD^YK@=5=P+8YLJ-M0A;(#) V&0LY)Y+J+9HR[GV>#:>EL#Q!!]?6656[CVQ2D&L4D/Q^2GZQ(L9M MSQ@I%W%++)JFK@D5#A8>LB2NA_S[%W"+Z7: L!&$$ZO%F)2K[NP%@\AC[!G@2 MC>>F7(=V=>AVW %B-&-V>M)L\.X<73YSRPY<'VN!ZZR.2X]HX3@:B3+?95H? M:]+=8D=(7E|< W;RT+N&S0NO%R*OV+4S,2 MRMD_++]HU_891"UZ[0&U*>Y'-K(V=:,?,)=BVPSMTTD2.VGKP O6@W42'+.^7*MP#$E7M>=+Y@+,.[5 MM\Q.FUG0OWC=XO2P M>'S;E]176>,2:8F0+^@WE?.'W>'25?V2"KUM+ (-K-WLCS^43CUQNY57!X&YM M.'V+!Z[G>%))1@5BMJP#JD^**]V,3V M^S:+5W!)&E!62RZPZ]Y[*/,R66SEBTW\\2B?/UKFTZ]QY0Y"-9!XO;$]4[P9 MX7=VH8P%:6B8%DRS0F\DVQYTW,4Y?@N7R*TU32!Z<=VYTWMML,6JRZ^C&QU* M"//,X1UR[^L"9CV4^19*2G$KDR 1G!&*GU0*V'1=>CXO=Z46.DQ@!V, NZK MF\\MS6BG7@'@L#KZF0-@MJ!L;6E6"_84P2R9S\W"ST @A""_F!JE+F%8?XP> MGN3Y5\1FF4L0MX4%682<'#8!#A39D6L!AIX;[U1"V>R#Q(AP=7V>BV91A_MBBB;WM&XGIE? IM!J7\(DV51?%RY7#YH4$O@]N29(ST<(.('_4''(PHLM\7-2(?[/#"4Y3<7L!.@_$9@)R/RC&J4[.96[3-N+W3 M<"BF[>MP3)OE'&\/36"%:"@+N2Z3>V2N4;2+'JWKJA5O)3'_L+YYF[^T>=)ID M@NJJZT_>5=$TXB9AM+?H'-6.K+*^3\8-N0736 MQ"CBVF_KG%W 0Y=)DVZ%)QB8HR5$)>'9F)9L)98BA,T9_T-LI0 \;//G8 M8I3L\2&&H,-LP&%>NNF*^ 1Q; M,8FZ9H,6KI(@*HKX/I[H'SDG[4KI,]J)IWS/,FO#2.V!9G*)L]9R\4A!-8\9 MIZC"-CE@-X\H+5B/=18 =NWO"1@PJQ&O=HF=5_243)"N?8E0CE&U$^%=L%) M X'9=-O4=B00HJ/V\O ^5>B!$.L$_9=%2DQ MC2^ON'&0IH)%ZKCOL8BQY2*RR#[+,TA<"T[+'+?'EM)G@5[A68- EW'L=H_,QW M1Q0-(s%E.1^* N2>Z1A!O=X0=^]>QPH\'HV\CB6/WP2=+229W6A/8MXH7)O>) M;H"[!IFYW4FC$H?.%9.,9U,;RC'5ULJW L$4J8H]Y:%/(<'VX2' MYHB)9K#@Q1B33XR!ESDKBCP2SMNFG29],E8'SXM&QZ/5)G/MX=ZY: Z%E!E, M:#ZC#N=HZ)F5(4SC4)L Y1+]]?!RI.)A-YIU;$ MXQM.E,Q>,6.8."Y-V&!A5,9*6-A34N- >9RKF(C4I"\@F W%E$W)"821^1?>)2OB%=T*,4/?35U;^\/%[(<,.\,ML2 MJ73^/,FB#-ELB42A)!A>D8P9'"%+8(5%%)0#ZK+YE/OIL7&2)CC)L+.1BP_Z MF7S9*,Z!-FM/Z),9 Q43NE42M[O$O:8:Q@P"%[_.L.;8%74,:]],9-<+6$"N M>X!L.N!P5)}|_T)*4Z5O[:1U=MB%K9V.,]Y0].M845AE%W,5>60F8ECNS2#. MK+*R:YSMUY?T>6V61B%)*#NE"2JEA0$R:) W 10C(?4YC_<+6 MZ]V+M:R'2BTD)@\(Y:K]#@:D>%K"IVXV7?35'C.W?>'WSL3CD,$)D<'35OHO MS4LH*29'"]+1.Y\;CV-.-%]UF=5T%;,V*,_N_Z/SA#T$ MO+QEFK]K2F)1590'QU/^\B.+Q)P>9=@B1&](#[YU@XQ]Z6PH2*O4W(TH3-& M;U9H],U<&D5E6]96GL0;:]2?LG^1'IZ97?$-$0EVQ&_S'(5A**5^-+#+M5F1Z M<2PR_<1A]$"SUC(*)2+PG!!4PEI0J)?$N*UWRC'@'-/4F#('S8P*])K?(9PF M-[9=C(W0$EA]U5"L#9$1+N,"!6WMZ?0CY\OV2(>!IRH&B'2XV11WG%&5ORA] MTC7N"H/? S(5FP\>1S=@IM:32FY(=ZA#WI, Q)=I^,(W &)R!3,PF7LH;>^:18 MF]DTU8?A%<*]'_H769):6]4$GH5 \%QD_E:L8$IPFQO$]K,7EY8L<5.!0\# M:(?A8%38>TT%[.)G<,H? N6L2\HX]:S+\F]1F;&UN?[MA1/O6Q_9[G'KUG^+5CE MM8FSS#SF"W"L2.Z1'.LJ>;3(LQB4?? 2N'CKE%>[$DT)&QPZ7Z[(=L119;9< M%9Q-#V5UJ3+%D_TM4YR9)6>+%_-8]- E2(B4\7IA7PZC4KOL.(NGMX3M K9 M/R"DH",],6:FJ8 HBM4W*$"&VBMTJ@B<&YO>I<,,BR?A%C63OEK)L1;R9]K= M+>H@E+V_)%RB^;>=_IWSC0.>F0&Z?*

QW5

*@D';GNG4D\14>",]U;HU0\@(IN YW5>#19EE!&R=N0S \F]27% MI9F00S<%?=LT_S965 U=Q.4B9-TS7$U9WS(8|>B^NS8GC&"Q!,<^368.@+(($ M0;(RYUFD"D3#L/IX?"H- :XM9W3BO!V+'AYAT^K(#<*5C93JA;9I>7,%Z-8RV M2Z,,?P@5H[Q8'Q/C_G!$Q!P1,7N#B"'+]HB'^0$\C!]^=6B8ANGX2Y$OAW*2 M#2^W=D2T_""BI?U48<.X]$-6@C\)K1+^.L=B#? G2L=C1M;>?GAR+'?MGD >8 M4MR.-V/3U5/PF'96.DY,)3(-\]H+FZ;,,K%[^N.)[0.Y_U5&\LD^921_BI.X M0'25K8\3'^#GH6*M1)GB;[Q&^TETIA3-6[@6(.?/D=?!]?5 $D8=\DI,$/OJ M;]E#IG\Y>/%XV $+,:O(@:O$6I"\/R8P_"B@HXLSIV7G_^GYFYNAT)1"=!/R:+13P#82U!\+HW4940XL@M0_6OM<%#Y>E9KJ.W\#B"7#:!MQ.YM3L%L?'LQ^V.? I;QZ+PR4KO9PL8,_IQ,:J+BS->ME6M5(_\)^A0)[?$1TE%A33;G\87ZR1TA'K,9 MQ)3(7<,TEY3FC[P04>D:@@&3QY"$FKT>@EA5WB@SOX E"B4#\"/U-0]ES0PO MI7*FL89KETJ,+8K*7P)X@:64Z;,*%N$:3<&&]^W2-I)T5>1=[_)IW>ABPZ*; M+=+798A*;L(5Y1# ,L=$E@V^H[[@ZT]IO]8B;KOM;AEVR'+0'=O0OON7B#]5?Y#4AV,]BR<=[. M2& [1V&=%1M^39"H<+4WB%T(%D\R&!!4&29/4C 1S:ZY]2CZI73$(%E;H/*XB M3A:3NA"@%H\G]QDV8"=6*W&=5PE(6_LR.S^N$/I3A0Q#7KU'9G:]LERJY7E4 M>#CK]C*@? ^,=_<<'[&-LLS&+! <*AM.+,*Y&;[@^QL{E:PQ)K_*DEJN]-<^C7%YG,UK3 M&O$/_+DX/_L35&Q 9-L*.[@<3M>1L*_$^2^.L)MDI(C\D^2EPY=QGR/<7KR&T MSA^ZO+]@Q+O)(XPSQ6,.'$3E],BF72&%[CN?M$HQIFHWVW/3/-LYC*N'&3 M1-[Y3V9)]XZU233]6B^;$Y%DYBA=I&4I2;1]^=C1),$ M^? &./Y,SY^!8^_LEH/A97%$9OHEQCL]3XA?Q$G%-C%Y42-M:=GH>C-,9-L7(Y]6IL7-%;<4+J &";.K/^RLQ1CZ-< M=6R>)F$:U32^A3I$0?STQ10N*5Z'A]TWI_M'L\<'+G!+E1D6.8??6- U>3!T& MHS,FR'#Y=#'8D11Q$&P%'#E11Q1(^C% ^B\AT%(FO,HG-P$#B!3MH5QT)@\&E+9HT MPY@ZHS!:,!+5:+9!<-FHI5@6;/9Q\ZG&3 -E$F/]Y^+]GAO8!T#.?&:7HMVCVB?ZBT_%;1G)? =C';#U[E38;CIG[M.F M--\K5,)2[_&;L+,O/O[#2X-C^8"# YQY1TN"0WA,%NZ6+'QR3!8.7<<7W:;_ M_BRP3"H@:3>;RL9XKD&D:8\G)"VH-">C.YOI]-M-7&OV%)fBXJ?FL-CCBGF, M{FC|@'/X?ALLT.X#7G/I=*)>'<_$9(R^*WNV\>-"?$^L9D"XTX1MGFT'2F M04K&G"#Y@0@IC>,#20P_>WSR%%M*L!_)MA3-8FKMP86Y;SQ(^1.?TZGIVD@1 MTWAJ[\]NWIY9;@ZJ3H((0G6/_*"E9S'F953 50'3G=B#58277>D50T\[B'M:Y1D/@7OZ3-S9L.3LOGG$\L\0UF1A@,Z#M6C_O*_&0C84*_1*D>R7Y[=W MR,SJ(OYK(W!).\"R>3=4(XY&^G7K7]] KU5S9>]Y+8Y8+WDP"8YYU=B+%Q? MH9\O,N2'[J*2+I1X<.D7C_9<." PH;ZTUH*F@KSMTH>M18&$KA: ZF?#R\== M,!L/0KZ7H"QA:F.&K\393)5RS"WIH^V^IPI0$ITCMW7*[P68]+DY+1(TZ^8" M9N%4_#<&Q!V*,;\=CFT7Y(!S,6B>2T@"86(]823'!O"UA8T%HTE-B'B/FI^I)UWD;B:)I*]RD^YK@=5=P+8YLJ-M0A;(#) V&0LY)Y+J+9HR[GV>#:>EL#Q!!]?6656[CVQ2D&L4D/Q^2GZQ(L9M MSQ@I%W%++)JFK@D5#A8>LB2NA_S[%W"+Z7: L!&$$ZO%F)2K[NP%@\AC[!G@2 MC>>F7(=V=>AVW %B-&-V>M)L\.X<73YSRPY<'VN!ZZR.2X]HX3@:B3+?95H? M:]+=8D=(7E|< W;RT+N&S0NO%R*OV+4S,2 MRMD_++]HU_891"UZ[0&U*>Y'-K(V=:,?,)=BVPSMTTD2.VGKP O6@W42'+.^7*MP#$E7M>=+Y@+,.[5 MM\Q.FUG0OWC=XO2P M>'S;E]176>,2:8F0+^@WE?.'W>'25?V2"KUM+ (-K-WLCS^43CUQNY57!X&YM M.'V+!Z[G>%))1@5BMJP#JD^**]V,3V M^S:+5W!)&E!62RZPZ]Y[*/,R66SEBTW\\2B?/UKFTZ]QY0Y"-9!XO;$]4[P9 MX7=VH8P%:6B8%DRS0F\DVQYTW,4Y?@N7R*TU32!Z<=VYTWMML,6JRZ^C&QU* M"//,X1UR[^L"9CV4^19*2G$KDR 1G!&*GU0*V'1=>CXO=Z46.DQ@!V, NZK MF\\MS6BG7@'@L#KZF0-@MJ!L;6E6"_84P2R9S\W"ST @A""_F!JE+F%8?XP> MGN3Y5\1FF4L0MX4%682<'#8!#A39D6L!AIX;[U1"V>R#Q(AP=7V>BV91A_MBBB;WM&XGIE? IM!J7\(DV51?%RY7#YH4$O@]N29(ST<(.('_4''(PHLM\7-2(?[/#"4Y3<7L!.@_$9@)R/RC&J4[.96[3-N+W3 M<"BF[>MP3)OE'&\/36"%:"@+N2Z3>V2N4;2+'JWKJA5O)3'_L+YYF[^T>=)ID M@NJJZT_>5=$TXB9AM+?H'-6.K+*^3\8-N0736 MQ"CBVF_KG%W 0Y=)DVZ%)QB8HR5$)>'9F)9L)98BA,T9_T-LI0 \;//G8 M8I3L\2&&H,-LP&%>NNF*^ 1Q; M,8FZ9H,6KI(@*HKX/I[H'SDG[4KI,]J)IWS/,FO#2.V!9G*)L]9R\4A!-8\9 MIZC"-CE@-X\H+5B/=18 =NWO"1@PJQ&O=HF=5_243)"N?8E0CE&U$^%=L%) M X'9=-O4=B00HJ/V\O ^5>B!$.L$_9=%2DQ MC2^ON'&0IH)%ZKCOL8BQY2*RR#[+,TA<"T[+'+?'EM)G@5[A68- EW'L=H_,QW M1Q0-(s%E.1^* N2>Z1A!O=X0=^]>QPH\'HV\CB6/WP2=+229W6A/8MXH7)O>) M;H"[!IFYW4FC$H?.%9.,9U,;RC'5ULJW L$4J8H]Y:%/(<'VX2' MYHB)9K#@Q1B33XR!ESDKBCP2SMNFG29],E8'SXM&QZ/5)G/MX=ZY: Z%E!E, M:#ZC#N=HZ)F5(4SC4)L Y1+]]?!RI.)A-YIU;$ MXQM.E,Q>,6.8."Y-V&!A5,9*6-A34N- >9RKF(C4I"\@F W%E$W)"821^1?>)2OB%=T*,4/?35U;^\/%[(<,.\,ML2 MJ73^/,FB#-ELB42A)!A>D8P9'"%+8(5%%)0#ZK+YE/OIL7&2)CC)L+.1BP_Z MF7S9*,Z!-FM/Z),9 Q43NE42M[O$O:8:Q@P"%[_.L.;8%74,:]],9-<+6$"N M>X!L.N!P5)}|_T)*4Z5O[:1U=MB%K9V.,]Y0].M845AE%W,5>60F8ECNS2#. MK+*R:YSMUY?T>6V61B%)*#NE"2JEA0$R:) W 10C(?4YC_<+6 MZ]V+M:R'2BTD)@\(Y:K]#@:D>%K"IVXV7?35'C.W?>'WSL3CD,$)D<'35OHO MS4LH*29'"]+1.Y\;CV-.-%]UF=5T%;,V*,_N_Z/SA#T$ MO+QEFK]K2F)1590'QU/^\B.+Q)P>9=@B1&](#[YU@XQ]Z6PH2*O4W(TH3-& M;U9H],U<&D5E6]96GL0;:]2?LG^1'IZ97?$-$0EVQ&_S'(5A**5^-+#+M5F1Z M<2PR_<1A]$"SUC(*)2+PG!!4PEI0J)?$N*UWRC'@'-/4F#('S8P*])K?(9PF M-[9=C(W0$EA]U5"L#9$1+N,"!6WMZ?0CY\OV2(>!IRH&B'2XV11WG%&5ORA] MTC7N"H/? S(5FP\>1S=@IM:32FY(=ZA#WI, Q)=I^,(W &)R!3,PF7LH;>^:18 MF]DTU8?A%<*]'_H769):6]4$GH5 \%QD_E:L8$IPFQO$]K,7EY8L<5.!0\# M:(?A8%38>TT%[.)G<,H? N6L2\HX]:S+\F]1F;&UN?[MA1/O6Q_9[G'KUG^+5CE MM8FSS#SF"W"L2.Z1'.LJ>;3(LQB4?? 2N'CKE%>[$DT)&QPZ7Z[(=L119;9< M%9Q-#V5UJ3+%D_TM4YR9)6>+%_-8]- E2(B4\7IA7PZC4KOL.(NGMX3M K9 M/R"DH",],6:FJ8 HBM4W*$"&VBMTJ@B<&YO>I<,,BR?A%C63OEK)L1;R9]K= M+>H@E+V_)%RB^;>=_IWSC0.>F0&Z?*

*LEB$<\@V9U"__^B/G&PTYWR8YHMYF">8XM]DW#UV>.39Z I"9\V_WX^`M'BI$; CP.5H*?M1HJ]8W7S#?TW}])"({6F+>?/>;EGFV!I M.+8/90=.5(=1XM-=G( P2>BU_J0F\_&[`B;_>IG.WH/=,B?-P(=1\WJ!SIH MC39'+6.5&6KV.0H7-&,&5)?]Q=G5U=GES<7X=?'H?W/S]G'"*YU=[!UK@ M.]]HDV?-H^=6$XSN@!{(DO)\MG?(;,&>G%N0"LS39YB\ >0\[3I*FG52!)/F MQ6V4 ;(B))0,XDO->]"}CT&;CS$0!@5D]K4AK\]!0[Y0XN,ADI+NZ*(0"&88 MPA=,:A-2QB4VW<586_4NB9UUE-^,DA3 H)"OR?EB*U;D4;6+"><FL8E^,^2AE M;0KN 8R"CQ+NG'&X<|fA#KSS'1-6.%C1$D:004#F#[=:/RE-IEAW"VW%%"H5 MEEX!OX<,JE'[*WI-S6Y>B6*1'0-D)?B/z & @S*S(;2&M0Y#;.-*%;$@W2TX9; M/-#]CJK@G<[H^/SV2!U:(>,9WA1B+B#-KKTOOB]8"!>67N0E<@%P<4ISFMP,P M6]N@+5K!P0^C^UPZKHA%Y-I'@7$'6],DA"I!YJ{'M',*K#8A4/2O7C:P BU-& MBSEL+ML'[']@EZT<]JCZK$QUZ M)+V/4'Z3"IC/E4[]0P*-5:NBW%9BUTHC]) M4-#YD3¥/W)P6TFOH,E1N>H6/#1*@_ZPS'DLD=H1U,P76"LO^ Y1K!4YX,$GX M,%OF6>M^'"%R@(PSZ'?"I 0Q93\IDED0%MEABX-@81B9MX[5C;FI?#N6W+9TU M,B@E<4:98Q2$BMN*5]LIR>'9V.T28'K#"XD.O0>WFUX#D-O&X/FA=T?U*?IF M?K&U&/ @TQ@W=0<)JQ'X%DH'1_19AL;$BF;;>M1]%VJQ;2I%GQ3WNQ1,K_0 M.A6X#;_4XG7 ISLR,VQ5DX#C6H.7]*:$0)G6 _Y;H1<\H2WC4MYR(Q)GH!E. M#:<@ZSW#'291]K6HE]5T!<;.^S--[/-@069^8=XL*"DBH&|Z"-NFY9)5/@2|- MT)U\H(OZ'C!|NCH\4U> ./GD5!D].GCQSI1*OC/_I@AIMFA- M<*$6T{M5Y=.O=WE]!M$N.[5WD*%J#DH!MK?A?5).S1#_{T;&'C#*$'L)Y%.@ MZB'Y-^-R_N?GC[_9AL(Y=G>;/[R'?I;3DT?_Z<@9KXU)!UXP/@\.OS/Y!!9# MRA)],A.O%BFXCIC*"EFH%>;82]__=G;V6?IYU%N[KC+M0_W0>),,K$1%9/.] M>Y$'AY_-3:2A]MF-8<0K]7$\XK?_/!#/=0(IK;U?\&3!9 T&729\'J8[|F(.=]W21KS,3>! M\@">3]N7(=#GG04[KE2,B9)@F@4G/[S:WR10PL^LTP;ZR.YC MHM #[VP)B^#LP?,6EW"'R$BUN+,UJSM!TA!N+4G<*TWIE,2U1"5R@7F$Y8+@-MQ^YA@+^>OGYV@M(^]'(?5PYOO;IWB;SGLCF\IC?9ZGS;,^SI-@W=).4WSLB[B!YMT#*)#/LF O!Z5UD27G7(2]UCF&+MP2"F.%86=;%,B\ISTZ59;,B,R:"ZZB^R 44XU8G MX5;"IQ)4N_%$:KX%@=)__B68_CGP=M/XC2) M[^/2-L#;-GKC-B8+[.,14&1*+RH9#?W>]W%V:R+UF6O;2%>B44;^(_+#P%#/|_<3N=$3(H?FB,B"54#4 MF6O]!4_2_4"),FB\[3N)Q!HYQ,I941^DIL0H[>PWJS6K.D-'92&4%D#;1$9#'M;3T+IU.B5>6&=3WX!9;>;7:F#[{G32|{VOD|R[+K#Q WI%H1IQ)X'TB\!X T/-M B%B2N]!L"8+X>WS?<*G7L&S!)OS:;JES@?'!$;%;,=41HH8>.(#V{IB)* ML#F5D=X)GF/I*RR:4Z?RTCC;4RFVX?;-(-]@7&;@SF!!)DRZP7-@V M*ZXFIG 0,^%#"A5+&QS[^4HX<2!E*/(XO>.M8&)VZ#ODK,POPHUITE_^[^%R M/*(79,=K]]?1=3U@FC>^4F9/ 8@/R)[-1;1+3@/J24.2"==713I#W^YB_#Z] M-!X'6XUD)E|(K<$FN^&8T$FUDV"*O M$T!,QIWCFA>=>PWHLR.U8D'M!+,CM_FZ5SCS,]$>T<@=0N-[7!-2.H5"$[7 M/O2>FQ#Z?)[WMCRZZVL\O_1+_!3VO/EY<7ES?7)V!!$AP|IOY^F%XKVI9 M %U[=PF-1QA*]?7<>3)1Q@F)T[DY-NL*5Y;W1\=^1^=D>+C]>J=[A=CN70>X M!(;^OL@^K/(MK/ZfS7O56S7=K6NZX@X@>3R'&K4-](""[$*%|%]P:{WIB MK! KY1P3?BWB @_D-)9]D<-_)NZ0#D2K]:MY8BOZCKT'A;DO|5@!96FS:LK5 M60FNO\;XUZ8\$<0^N#Z^4:M G55KKH\97[G!L6=@/V4 [XRYN7|8&X\N0I4GIQEE2-K'02DU5E"B;P5TFLU_*GS0B>UNA-6-W"XEG(+8)BG M!V+YE&NR5]T/ZUV3@VDU.]97=V,)SC&I-O2:#=-N#.&F;NK#^]G>]_S8>O6# MQF>OH-5O&ZGO\ZN+Z[-!1#S=/]-3V!Y]MXWSG5%[V'3FQ*]R^GH23Z-%S%?U M\M20/><^[Q7?`&3),KHD*]SN=$5)Q[>^@O+@<<#I39TK'H[23\6$O4$++M)7[M6G2?)S-1]}CE].3"VD!WEM\O$*!L,?\'(L"55)=]HNE$U:N8"/)?5<71K4I. M-]98<&:H\C(%F_H[B\%/$V5Y0ZS1Z3-C%(&L"S5->,8,-((ZL2>*.{O!=TI8[N&"-11X$1V+]V$&@9G'V*4) MW!I(16&&@(<(]E'&(]WWL_-&+DYWN"W(F*2;9)5"(QK7"X'SK<7!<;6]R\NCT ME]UCF>?0KEK&9E$3RXI_K]-'3U_]X,W &3+W25,N,]OV V"^+,='PLC=MLVS MDV.[\B>[WT.IO+TITS2H[L< =9-PY/H1/403C."F/Q+'6?]Y]GH M,!QXO@Z(./N6D">356+9 _HO>^0\UL?,&<[^1YK]#:/19P ?_GZ[_Y1#<8QR MB_1$VIR"(#1P8?70)BYB5BM=R'-OB;"J"K"_ @J+O?7%'4!29MAI1;%()$?/ M?_ERMJ3')5-08.W$\DV4]<0L)=[%0-M?W15Y?7L7C&[*=E[\:1'M/0E\)J#M MZH&I1.B&???D6V(LV'>7(G:$$4,V%7EQN,:B7Q 8)X!*?#[5=^AXOD7T.T.T M[`_[MI]_/+!\N;ZX/XP3T()IH+I121L^#-"=Y>MLV>,<_N/WC*]=B)S() MNH>B^,Z-1W ,$!5'S^X, &>NL2*R-;=KJ!VQ4.L1G\ M.ID0S EBSL@>*3NLKX&'"\-3\8P@9 %M,G=,I!T=M\GLU]H5#ETC&V@+[<6(+W/*7_ M0.6//M&OQFK1;->G)L9JT!2'!0'/$FPRH2;=%,]'#AA@N=5)G@#KL<^?@UV?;* M&,&O4 P28UXDU+!>2]9/QL^U\@.X(/A"H)0(>26T'M_LR18>C(,/3#0X->B%+[*Q5R[9+^D3 MTEH!C[>8"S#BN*N,"2ZR>/5HFJ+>Y?1B#2>,%TKX!A55M]H+@?37(<7]YRV#22DQ MY:/RF#@CLN2;@Y!P(F^*ZJEHBQ_/=_>_,2_N?; MMV^/RWCZ^#;_1X^>LCLF(0TRUMV\AO'K2Y)3Q+H31<&XZLT#CQ\'59SN,4\ MP4D0I67CBV;48^A#+,_(LF2)!7IU9?2C/]F*))U!+$>.V4'4AWE$(O[QG1\D5& M%/:4-Q'5N\$!FDE!+F2(*!A]!'FL7[5BMDW\D.ZTNH^M=]=->58Y@V'AJ&SY MX68H%D+["'P\n ?B#N (<2]KS6I"6YD+DZ[^>C:=N1^%DBS^7KFQJ "4C$Z MA])FKN#BBQ,XK;Z0A$PB:(K'KR(MI0G5S:B 3YUY*QL8"=P,Z. M^#¥RA)5*O.B?]>Q68#+KS#6SU)2E_G!KB(C1ZQL4390@(;@*26G0_#2' M"@$N_99WZNBBN<83Q]8=6DMEF[F".3W.U[X%-=R[.H2@9BX6K[7\K-W#VJY5 M^[/=CA178W;%6O?=@:!0A6_&-#-G+#&=4)C=%<{GB*QAIDG(M+',BND+';]Z-MP+JXON)&J*P_62^1FW*/[]HK0?S%##$A-=A]L<@X-<0WQ*@$"JEY0JR1KGXH> M:!#9O=)\WA?(L&YG8_31'T*/V>@&:B"RS:Z((.U7\,B2F Q0B62S1(/H<15[! MJ>H_9-,]D3Y >&%"+]#!;@ZUI*QLGRX>UJ4^K4F5R"M01)74@>PQ2ERZG#+R M%43M7!Q5:W;,YC\]9O/W.<#:*PV(2ZCH@>WYC$0T0]9_[$;0K\@:&@\<0; & MKAF[3VF(^3QF940P=5;X. ^> ^%V1!@NQU_BTC15(GRQI-.4$!Q%PF9J/^GP-J M:QY@VRFJV#NYC0:<G0A+DL\S%H%@KRNK**&N_=T@@GR$VZ,@>T[/H-IO@ M58@AA8.N5RI59"L$B.S=\+,&K8 M$K!SLIJR+JLZ6E1+-+C(\YDVUR\CA@N 1.;&"A+@QC%AXQDQA M)1TPJ)&)_7FGKPCIJ3OT<'I= 9R!81R-N>D&?BJ:4H0GN3D]QC[T_0"!J]\IW MK;N3S>HO\^987L3%+6O!:TLO"X5HHC31M_;+&DD"Q%G^\(&AP3XC0P[GI0P/ MCK[!1_*%]H>2 6JH=[\BR9>W>F0IG^ 0'!R\QO^.XHGL$*R7S5K8\4)W^0^ M=4C5-428F^S7J$A0P<$$6^*6%;'UW$**O)1\.&?Q-VJ,,A^I.3"31J8)>X, MB"S7[IHY7YXU36*F$@UH'?\MHB6=Z6-["P^X.BO;?,7K%H'FCQRT(GLL3$? M"K1(-(],FFEIL-$X$SN<6-"N>74.(M_'Q .0)8;&>M5W3Q=?3;3HL:S360 M%I7 >BFU3H]'<*" ; ##9H8L'HF"?1$MDD6,%KH4B2*$?.H.2!(H?2,W2HBG#6TU"\P!(%KNI>G#M%\ ^]';=)B3H:S MJ!)?O&ZS;I\Q.$,KH'R[9"&_9 #&W:R(>)!6!A/NW-YOH M1]1^C-*VS;]7##C*LY0ZKVQ"1.;$<9(1Q8V>FC(8"5<'8M[&61ED!EY91H^Q MPQSN). TX#VV&,P>.WWE.4 0Z;ADMI? PV#;3T9E7 M6>8(XHWEB06>=U]_&A4%LCCK)\YX#[.D,%<@"A#A(6G&VJCT M1$_)- 3:6XQ[HPI[#F!3@AL;1A65O+B-2-)#],IBI.B0>?V282?I-1#UT=8RMTRF M$3ZC+)9,*Q+YF=TXF[A2H,?]2'3;RUR8_^KB/KFW$#U&\+'_&#G.11[GQ- MK1M(Z/+1;N@3!^S FS VW.Q$)RW5D^]:WG!E924IE@*5L1H.LY\%&-M;A+%V_V)SN)^A%PS(QSIB(6]5*2RHO4M.^3 MW,'1KN++FGXB6_CE4!;B /L5+G,/9:ZG'9/B.IU&&[^OTM0-MK@.IX%;DGT*\@3#+@)N'(\>ID$/[$JBDKHAC17IOL? G%,;Y7(3\A8*_-.9]2H4681&@)3=EQR/P5"7\Z,P?DH[?F96N4 M00H^(+F70VET@?IK%@YSZ'X0IXVF4 Z,+#8?RKWW";$_>!@250LV5V/@-.VR MN1S\!H3MZ9%9<|C_YUM(SA2KUOO(1TI+#F69 9EH=:?MVMVZV0:PZ"G.-'OS M_IG6RM-XN4^>AM)/P'4%"YHBE<^RA^.\3?0!EQP25@\ZGIT7#-=0 CX'/YQ M [DRP.RQUX*;--1RQ0A!B2A/Z@f#6T4\0PS) /J4@XON+&W]3/9DI19O_NX MR!:.$)6,KAO"]:\Y44RAL5DV*0 M$.|_A!">;3.H>)G M,C]XQF5Z9^85/C)-HV1!@40:38 1I*S!QL'?"IL@:=51T6-G]A"0M7;4O*2W M%]2(B[\%Y>M*/$AD*.O#0EC>*A\$RD;..H0:-+5^LI'+@Q_/:[C05E#;===H MH,+Y@ X<[/$3]M>368ID9OZ9R\E51W))#F$IQ[0K@ :?6FX. M,CD*%??+"[-SJ;;QODRX*@MUO#KPNZ3M47/19Y]#GVF?4Q=T6ULZ/VZ7&KZ MZ-TB[>XE[_EKSLM%-G5S<7;S^W$2.6G[P+]WQ9Q2WR -X\29YL9W6HUXC%CTB#5HI;E"M=B\QVV7CCX0K?V8> MMH-D#0YP>W1;7PN2F 4T "U16LSEQO*N[\%?I7%/+>GLYDX:-_W-S5C++>YODX M>",IGW=.K)=9D?D20L:(/M>LIH:<[MO.8U?U%"". ^1L>I19LON-S=%U3*$K, MTVR KN_7&AU@BG;-(LTGZ*4&5!%'7FQ8!%;U',Q(U-!U*BT4'PQV4S$5N8A%8<;Q1OG8=Y*GA!MRP MNDYIHI;3CEQ#-.=\ON$';W^\1"F8S'+.X%#2E6 L0_4O;.,PC? 5"1S"_B&:M6!DVW1E0(Z>\DRY^?*H26P=F"C;> M9G6'"'+8!?(73=9U>@&*(P_V)U*\"E@.;.C"(F[ME%4J9QA#EG6_[OD8SD!^&[M O:*U2'@Y_%/K$+_]YU* M^"#651T|)P19S4*BK=%1,3_23X[!E^:2!'DQ;$(TO&R]=9'$D1.2(D B M<:A(S0\Z?{0!(CQ!.2DMM,X9=H(93,*01./2MKG..D@!RO@@F9HMG/&9V^ M9LUN^^I*LR&:(> PMHL^POZ'!8>>>1I,R.| ZW:%0E0670*9\R6M=7A]7AD M.HF?>I]N(MSC\E:PP:!HH(LJK.<:X'BBNBNKE@,C.DGGN1B2^$<\%P88"?&G M&'#$A'*QK[$;,\W -]P J;EV=A! %PI#PRBX-^>7F5KSIZG&R]M*:5#&,6(-MT\0L9D$6FZ",@-36(;;OF4,48I^F3K1Q%>)T+CKG,[,H2B6G.#'A&)1_IBM(-M0A!:>[IR%Q4(11I] (Z9[S5'M*E[8.$#/BDN49(D%Q&X+5B4/10"Y"^TY0"T7A M1C-,6?O&&+\EE/5+*AECU29@\7/P>E+|5!DZP&7'SBZP?@ .E.+Y\Q\8_A#A MVQA_ VJ[C+6R% [!/158OR;.83)EZ5RX%7N_<5Y>P8%*01!C%,K*EJYV8\T3 M?$"2^Z%"GY?(X*^G*TE*NDDGY&O!:>!]:PWR7"M9A1-P6 M9L% 1RX^HPETQVY#%*"-]([PNYN)]K'P^V<#"@8@S1N:=ZXG)N'",T/$Q.# M;=K6+Y]!V_1 -LX *>"Z)GP#+GE#3=IF:GEXT).*E]$%]TM -2ETCLA;B<@ MBMD+C4!:-V/;>Y-4YK,7OR,Q (";KB|,8"GR/CW_6|F7O@"?@^&&U>+8 9K0[.]PJ^WA$+FO&=%9/=8!%Q\40 MW$= 0&'/>7]Z'/[^|,GIZ]%T#(5_^TK6S+1N[Q?YG+_ "=F7SYFI%*K1U3 MG.;?02@:,1(I&7MG 4AS@G C0%3P(&?Z;4O"-C9XTM-V.[Q81C3RZ8LSOTS$0 MBI!$&7.[93/U< ABY56BUH<=MVLM=M-OD7%^=O+B52 M/4?=[Q!^+:B01EI0D9)OM+D=/(^])PGA3$HC M[@.@? FF)&2YS8)085?DM]^P#QQE[PNR2T%-JL),MXFD# BMHTVK[> M$@3MCB%H5$$L6^D^?]'(,H5[]=@,.46B&9U6.V%D"":P]F\.F5[.\F?NWJT- MB0<8?CDU+LI3>UN"NW!,VRLJC#[;8; M3AZ,V<6H*2ZF(C_,>3@>>'.110?DL7V$;=UU/^P$CVKP>)+]#"5

66UE-M07@B/!H&K+_@=[87%VO9V9X6)889,&!;1%04)P/_]XHS-0(VVD/VT-8,!SH-M-_!?"5V@I@T!L#DW=_;6&-&\;+Y*FY_]&"7W8^+I(F_R?-R1-MU"UL_<2]YC$%N%L*\/DQ!?@3=NF!9LUMG2\9%[J(Z)$B5B8L\HJ&H:-\-_LF-M3L5Y@5"?*:LV@8L":'-9UU)<%@@)D"P;HN\7MIF||&WKULY$-T3%S6?MB,[-M@I8C),0YG#P8MUK1:.9,5M826H*S1PW[F1^-/0R&XACL9AV?!1'CH\LEL0&-M6@-!!GD!K$!@F7%L+YX,,"C'KU>C!7ZDA-V$KGHM?D+/!G=4Y*+6T.R7U!H0-MTD'[-C;6:$!)5R+MUYCL/_^YC'$1:-MC).1K(MVB3\2]B7MNY?H^*2:I3S844*S'K9LI2)>-NK0K!EUK%YFI54Y6%1-M,!E4U:3.1U[+%4?B%#!2%M!@VG/.2=^/FMA1*+M@"OI;]*VQ^LHAO:^,]-M@"1#62_A>81UU#!XA!"E.|,9ZX2I,E=3;E<9?UML&9T*:'Y>9+6+8N[0RJF/%IM=+3+K(9^*I*D)0\VS<2-E(E$I?LN#K6^F)-MTLM/V/.:IHS8T^AW=>;!-\",^_.[XZ.X9LQY8_H5[9)4=C8NES+,ZXHZ/4*MJANU,Nj;=*W^61ET5;@IL32359H$ZI8I2T+(%;(-M^4I/M)ME))/U!NL'GN[/7A5FB7=,'!O)T*_-V]TG1-TBTXRSO_5ALW=XF?ZS-MQO)#KJM;^60_+6!,L,&=;+/#!$COR?<IWKWUF:W*IUYIOA43J5_*+I"M"E"S-ML,-7-EUD(3I8AN>G/(UE\)-%A,-Q%;Z*BWFBMR--[UGLV0:]KX8:BY$;RIVMEY1_&Q6=M=GWGRSZMNM'Z^X&RL6;Z(I_5\7]R=W0"DWLPWEE5V?_2#BQ+U=N-M_;-5-KO1H,FXNJ_TM9>ZZ`-^L@+G;VM/5R-4:1>IC(JDSD?3BF$C:Y\;))_O4M.'&1IO%M!$;Y@5LA+|"?RB^2$O0NY*@P7UH2=,H9N?Y%YO#V^+*_X"R31AL M8B*)HZDIHMHE4_!#7\04V7R>L)8LMV/;)C3]OQ7,JL9I)'6H/BM,VBX3T,I!SW5'EMF#FL.)^%]CJ/('31#Q5"8%H_1-^&0-[# M3JG5P>3)LJE:R'E\8.7G3S#Q\=BIEXE[B@U^!5<.FVR+QD>61)!Q8\FC,FMQ M+&N[9YV0:\'"KT%".QGCWP7HD"6PI&T&8=W36N52 943CH#!(KZ7QSH(#7*>_M,M]$iR.1'&_K_*W3W6W+PR@4K0O8<;E2!7EKj61V@,Z5=0E63*@E2,GGPO=#* MB;MN3I_F0[KGS5%6C-DEJA?/L$\JZ%,NC13[%&*BS"T/GQ485&SIRH<.-LM;PO33WJ,_$MC>H*M'.4,KW0[H\LE8N#K_6O9&SA\!9*L[%K9K=4 MG&X>_9'TH"->&(<4861%%>2DK@6S9:F*6LTX8./R3#5.VW<;.O)QPJ5T%3(V-MUVW/-)2YK-+U+V<^;*+(64+-,2Z8.HQ5V/,'RPJ5Z&_L,H=%F'O).S[*J1> M1GJ*OJ',B]9H0-TN ?9IA/Z0W5N)A*$CK2ZY_=#^Z)2,Q$'LRD-)X1!0TT6- MW60\1Q($[_"HY+)CP6DZ&(S&B;\9)GZQ(J:NVN^S)*//"UBZ.QE%JW:\W ML5G7L9DuoL,E]L>O.;>W+LK3')'V9,TA!JE):.^X)F`L&BMS$)XJT5+%G(&8Q-M7GY0C9R98,:.WM.JF+4/^O9K8R9$H"?Q(H!:$<;0DRC\^2,IH!RMY$R_@_MHIOQ(+F&=28&G[;$#D*T5_[_+9[-'[H;B#QB)Z\I\I (,;5X06IW;/_) M\R+X7.05FZ@SLEA/3DY/ A&A9/M94HAB_G-;)X#PSXA%W;]7)1WF5NHS*4M:M'KK*60FPW]F>W>X!(*PZ)28GL:N)DX.Y,II 8SZOXZJBQ!SKBL*B3YD=HXK1 MC+UA^KIKK@#5=DO>6.CW?Q<5%;-N/U"?;/4@<3GF!"PD#MK!V1^;,G;T\YL[V.7?V=*]R#]2:\L.*XW3W6W/X+U"R#H%= MY&+>EU:+ L]B_4R6D^:[_L1TQ[\]8DP7$8LTTN!TM,T7>F?X7/B+MY:1R_MDB 2E2;=LED(#C7X_^)!SF(!+, KB &I@=?&15A;!9:$E%&FGM@-ZBJ(IG4 M%4$<->:IR.M;;?+$.ON;M[QM//K2M@ T7EK6S[0VQ-Y\1NUV)('F=JE-^ M&Y)WE?73 US4\7<-^3S_SE06/_@@[!JN?VE1CC.Zf5&2%&K!)+QN:?UR->> _M/#Y].OY79E-A3Q#R) H)<@.F#DSF3I$!P<[A*FZX;\0!N(&#KKM 1?-,7V MXB1C17L(1!=)O=!. +B-#B7]U Z./4I-V7Z+'5=REQA6%^28+FQ?6)WT?FQDW M#W1%3QYK$TPE]B0.1!'$2PDW="*OJ2E,/Y!>0?Y M!8 +Q)4RDB8DG1%RP$TY]<_8+BV=M.Y^#/DSH!$)8.(;S T&E8Z.UKWPL%S/-MH;.5F_U\-S$?$N0+)<^M+E_;B*R0U'($I"GP3VTfG!<4#$\IQF)A*F2J#,A MIPM^,9F)A@S!PQ$48]45_IIV+QDL^]CU!GYPC_1Z^@=/8@!J!"PP 71RY8D4 MD9R?UO2RO1.7)$+CTFFI[.BM\[!=+G.M^\Q8*)85AP9CP,^,3I^/ Z4MSLH, M_IB1?\!NN5RMR^.-,T7JE]'*7P1$P#VC[0IOSQ/I/)V(6R6MT$"LOF[SYHD- MFW"AX.2;U4& ^QI$@>C-!=.;3H7.7"TILL7",6&VJ#D#K06-Q+A'$5OI]_1@= MVJ^4R7>H![PXX75&0C6>[(-4VB3O,7190=8#!EV=EPD:-N/R, M8V'#B!5T\42D]AYX1ZY/UG1GSF_+Y_U%N<$0N\'M+<,0>MR:S#^Q=OM18_&L1BS6S'FU;$8,_0HD?:\7?5VLY88-V34QD?;T ^A->,2-N*D\7V<,M$$ M-0\ZY3BT(%T[RIH&(T8 8PL0/&4RBQD)N]U&;KSU M,D^-26M%B7G;=L$1,8W7>.;?X<KX#27;/'U./L.&0+/_M?Z2R'+- MJ-H%Y#PG7Y,I+ZM4-,1)$%RU$OZAKS'D/<8\AY#WF/(N_<"EDXY>GN>MCX) M9UAUU,0$;XDL-%8@R>3^E)F%8-':TY"OCOQ&)=-'Q-^7Q'<"S?;PAUX038D] MZ%)B:?J\<"<=\,>\B3PIWMYF98MH_=7PV=#NK$9-)A1/2CW>7XNK/5,&PS:XMX%CBR&%&03[=6RV.&I2BQA6[B@AIX5AI8G.TIMQ6N,;I))=*G8J0B]'..41W\5?=_#&IH6R=(SV?)Q7KBPI627MD,R-B=$'$)W"GP M=W:W&"G;F@NA-($=:V>,5])># 6M@4,QX.49KO!]%-.*&R':V^=ICS'%K8V M\=HD6I1SD%R4)@Q8M&\2A0#8M3BTY''3*)UR"VI6-(D\E2/:1<< M\>YA;;$6.A>_?4\6)\:/8_'OJ*}]RT=''H8+,R1:?'>F#5]ELR4-Z!6LY#,7KM@D)OG:9B-5R3T!3>(DT]F4DL-M/X=)Q#V(75Z_7'$.Z35D:I MY=>REFV$';4],M =;;AAJ_]5&KT@&C:..3PP$)G/$WS[WRO MYIPPLQ/H&G?QN:B!YZ_OM3U[R"['8WUCM_K&ZV-]8^CUC,^B?:S-^NYQUV#W M:UJG/7WZ-P.F MSQZ,GV(^)"IY@,/,?^&C#OL:A2/F-#|SB9TE+,7G7I2NAL.,5?-.VY==:,K9= MA5K)C?5@@JG['6I;J3D50HL"AIQKAME_%IWRP4M^TQ/ZT);?'2Y$F3-8_N-& M5O;G.@=?#WH/F;-W*#OG|"D%S# A]I0IU#D9C'2FNYE3>F*S+W"$$^"KI=,(M#-)4A\5#R,1[;;9.\ZLN=6I+T?G3#3X#7Q'#@4*:%4%I191(,LY,7<0M#Q92 MX?CO8*0F%=H0F=]W7I?&5JQ7T]"|+<0.)|ZEU\L80)YS-!NWI*; F)=S4: 0 M/ENN;Y9^7EJN!2\'1+(=B]26B:0WKLO_\|M%;6+>"/U|Q<8CE0+G5EY: EYW M66?T>W?;$TU2>3 ^Q(M]\B$T=[*(O#PX V<3KRQ.14>FLU41H";Z,/X*\, + MB5EZK-IG?DW]QVN6X^D3;DI?3T!R:[+WL7SRI\SDL+8MW L?#Z/+,2>Pj [+E M6X2%?HT68YBE 9=9.M.(D7:K[G:44 $4K&H'2/N"LIUS,$ZA%1TZ,JCKO>W M:!E%J@1Q S+FIP9LM&GK!!2/J@YU!+*'TA'?M9$-H.8;D,_.8&\;]5G8<%C(S M'697%WIGMSORLW="Z$;BK4HGKT!HFPG>)}RRHIGMGHJS"|F MFOW%F2KF=XJU$>.X]MAX\7V;W!""LJAAZDL+|;"> -M BGF1>M+><<)/$+Q?AR*EU@2;"Y=<0.+&-0V";22$)1G(M36]!ECYLB-#C5YLNPPFH#&#)'@0NG -<$K&WO*S'>1D#8T9F07)\>BX-"+@A;O@T:7T0B 8.-=KI?-B&)T^Q5N/8@RS_E+8/13T5;>@M]\AZ>F0U6 =LF&??$/R"@(2D&F +PHN0O2/KO&,6=]A)BP$E;07EU)'R1V2/-MH%|[^=[-; MJ-G*H.^/%43TFJ@@9!;D@2M>-+*NV<.$K@FVIG)ACB:,D38[I])\WHXWJ6VMNATY:B2>Z]I=R":)p24NX'DHO:J2&VPDL]/@6P2EGE8SM@)"M4&QT)%1I=+4 MJO.W7N2KGDM%O?!@4R**RPDHVS|'?WU$]K)(/JYN+MY^:. \N_OL'E].#/OW'MB^NWY0\'G%V>?_IR_7/I82@&2FIVKI6I_4-,JBU|=E1M?>@R\)ZGY%I@<<)- MK6B#RG!#_U>=<>:;$AVI2H/N8M@PRUT 0@JT?X>E+@RFWVDKW.-$(=@263 M(H@?+:,"?SA7)\VR@T>[U],XX'&EL@Y#3!XU!97''G-K1*-2#SQD'JS/PK'5 MRB(,6(L$S<@)7@,3*&|<\\JCO.A4$./NBQU08N/'C#!8=@$Z.(9;@)Q,<9 % MH!.N'W.ONYBDSJ1!$|\&1P6K--AP4N3F'LT[J>Y$DB&)79;S)0X0R UK(O+RX\9O9$ MU[ZA XM[@#9?|QS4W2R',DDQ!S^PA/YM\?K\S-8;ZIOC;T1-\ZR6XK-^5ZO M@*($ZMBT]HU7:N0.J&#FA,Z&"=@EV)0OG!?]J4PD4L"<#418';FPC$') M+L#<2_.D +Q):KS/P'P*>L2I)I2@5 X:2.J4BF!UE?A[5[O1CR76PC:"EL!# MW]EC#AF0J1 "4!I+4@]05\'F+//Q9)D@BI'!8S$2MJD9R>3DLK9E0ZK^\SIC M<2QX>E)#3W$6\'ML\NU<2@>5_ V#'/)&RR/F8M5SMTJ)9)!U@T$iDY)@)U M*&V3M*P9/6370OACK&J!13 L-P%"9WP -ISY.LX8(6@?@!=Q9J;_.1(0K^(MJ{=2%.]F-& ?L?AOYLY$TK#X_JO[UN:XC2S+OX*8II@E(R NJ;=C8B>"IFA; M;8G2D'0[O%\V4%4II$JTJ@ -44:[Y]9OWE7DSD;@'}8L@A8B9-D56 8E$9M[7 MN>=@X@)O?,1;$B?]LJ92[6'>.2RR'D'1#8)>XGBR+!K@^VSP"PPP/"(_N1T@P=RGP:,_?]H@R2Y5,X4^"26J{XG MT;A%12-Q A@X]WOKOO"?S=7.\H+[9#J65>GZ8<`:,^=V7J2\9+;K#8O==$H MQ33)^6,23WLG9/ Y]P+8%;B>P8#5$]X5%PD91L8&#=Q6F.RJ>'DUXA%Z MRQ?$B<_LH%;2L/IDCH4;@-M$)S>]5V-VV===

M'C0W!SQ^'E_L9%D+7#\@=G?T^'XZ<^^G')CM,;6+OR)/!1C,(3?#DIN0U327 M,=)H=-Y%MKWRYW2XFO[,30ZW0RIS>N*ZE0V;Z7*.Y$Y&2"HFA-,=)R?GBE$0|Z(5)$E24P)/""?*

9V MA:0fI8. ^L:M_H]ZY"WYO"&4&+:F01N+C^Q[M(MK13F\ :NEZ(K%3Y>093F? M>[2^%L*K4XHQ2?MV(B&-[9@-7GLD@IDC7S*0OQE_)LOE(B&*+^AL95G0H"H M62^(?*

8/2E[G3M+F\X_NQE#PF?2IV$+CXPL=W^+T%8?OKZP"]FRU-%%V;(32* MO5F78*6F[@$V=F';\[\VS6W@]>R M4VV#_B4]N,V48QS,,,-P5(_E\,GI=/A@O?

6R,__"B*LHU*KL0E>)$1*,U8)" M*JX%HA:X"0ZJ,8.0=]D\"}S":3\CJ=CBJ95G0GO6F2P!U.FCEX0+^0?3%$=CE M\6&;)B-]Z>,=+??

KQ5!L+C^5)W&H<*5=G;:P+@'@.#J$VHK#J>Y*X2F[26N M=[!0A83P?%>LC1W@VL6!L$:_AV,+M$W:@MMT0FTNHW/E,A!3)!XGD],VHZW9 MXQX5BA54OS@A-\I)9)5C3Z3Z*-

D!&NB@^+!C&O=H2,/>S1EX\7S=#1ZLGS'M MCY_Q_,#P&4S$6:4=XBA,7G?^A(K]D4(G N>KX)>OS>T2[XT99L@HL>!J@;&[MQY3..6$EE\.HF;NR7H8=3GK,X5]&(CD]G4\?

U[NIX6RESX#.N!L^)3XZ/BT% M\I;=R0: DM9&D.6<%0K&.!"Y":HTY M2P1)\|>)S.D(" >>YF8+,7&6[.A#4F+R52@-8

M6_CV'"%TC]W ,VE6X:1@33#+%$(7[J5UJV.*4%W*4"3"6G,O9OI*G[6OQL>=WZ^N%8Y3YMQIL ;R${) MEL^LIN46$[&^:O,U3]!73_O 2_/Z(?'2G%3EM(#)*S)H&.@#(8WKHY/6Q,HI

M98^K^1Q^1#D4%6\1'SI^]E,>WI3:K5UZ!3LBO+IT9(]#!91:Z(H+<|]$ SF M(CE>@AOAB(%QK"1++YYC^C'];M#F505|+WW:^ -VUZA*,AOBLA-Z@&-D[LN\ M^).B=AS?

K,AO<[4[%-Q)CWX_]1^&.HU%L8:"*FAE =L;CLK/N5(C#,2?[$IS&K.ZK#L/O:W1EQR7>,>AOKKPV34 MOC:[_O9^TW_2C$@>+VSN0GB1;FJB>[!^+.Y)KH?9,,D[=2PJOE)D*AL*L+Q[

M+A@*:<1Y*"%F2^E6 RY/TLY,JZ6[4)O3+XNY-3"*P2^G,B\=:XFM_GW6&!# MV3;L+*RXXWF\PC.TR6?3)ZT_(1:8"X8 @MCH.",NW>D)#\.A$!FV:V

M,Q."9"N,Z_M."KCKY%+BC)SF)%&-I8H\,EZTD'=.,\=G3U:H9.\$QPD58*V M=QHH?8.MKGTQ\WRR\N$GZYE.<1AJ'.WRF7H"1&\OW",=GT3'<99?9< TLRS-

M:D@1G'&3H]GUL"D,.L'*AU7>.A3,01ZB.IFC40U=HDZRX!X..)Y!)IQ.05" M&1[.:/E$(D7/7"(SE>M(T)N2^/+(E)'!0S^E]3GO>@K^9ML=Z%%"YB!EY6((M.7ZMOGCQ:T;FWQ9%

<&)DQMP2+LX***YTHN*MD&!/VPY>YQTY1SBFM%;??&.7 M=@],!<-"\;$MMO5Z(^34/5CX"2"K(9UF.[EM!.6,=HRNG\'jXB_3AL-^OMjY M::

[1%U=`AZ;DZ@P1M'[\6>FW1;U8XE>#GDFB@;F-=DZVZ4V2/K-GQJ4VDZ&@ M;GNN^-QX1R4[-5DE#2D?YJF($S RTY"=6GX8VA_$3,?@ 2PO0 M[8;<;FO;M3G?

8!Y9(PGF)RLOJ4$_HPKJ.:%F!=#O9#Z@6ZHF&H% ;RB15TMC;M. M+=@KJ4-?-V&T:\JB$41RFHV!D:,(I8\F$U(RB)A2+(ND#$%+'3@/9'0XS:&[M\?V+KAQ#DAD

S.:HY;I*H"+,.?)W5C(/%.DJ4L8.2TQ1RF(C'+VV(@)D@T9-Y2 M%,UY+'7C'M);]\K!^%-9?<8]+[=VZS5MO)62%@NE^M?@A^>H:@J+(M_4I@D

M:N;46[N>YQK,KM(#JH++"G0FP\@8Z\Z@:;DF,-;R"A5]L5NZ2$S::1TN90 M%*TF,I[,^-#;].5H8;-J=FC#FW*UW#(*AKUVCV6/I)"0:N:%G_]M<$ZVP7P2

M,9/RBQ3*4K-.W=8)]V;K.H_4!D,R)NG$\|SO*4[6-9ITW(22>UO3IRKH!WZ M5)-L)'P-]B&VV*O&6[_C\CFYP3+M,9N140/ZZ.W3!?B_'@(,_/"0, ,? M5)WT BIGV>R><0.

^PZJMVY;*G6V&I82@MAY68:1<9N0W[MPC0@$)XKNU]<\ M;0)QZ:4R9*P7W R"^SHA/>90Z0C&MR\TI:'7B.VFW\'P Ms=Q#HR@+8.D"SB0?.7]_Y'L:UIVRKGL MY!/R. [6J?

=-0:2:C\#T$?E8YGK@;,,]"V3@N4?I65NIX0#GT1UD1XS_!6N<',H6NQ8J%UE6S%."OT^ANS'>R*1H,I9 "JQ6'1Q: M&4<&?-+L?;[.%]>VS=$X"BB-7=6.0A@Q,D3901\U>]T87W,?

((.X6.TG(R1F M@+I^&NX^Q_1I+<%M-Z-N*WCLTCFC.#Y*$2#@%OXA+UD8VN/Z M9)PUD)(]HJ[SVVJ,E7+2I\P#HP1M(]E*D^:GI*(WQ-V7[@!@'NO*B&;B3 &

MDW4(,_ATF0%9]W6\B[?P/;/]\9@ ?`MYN$0T[@SD"DQ9,"&(4:.IY:NAC_^12\X2%KOEK1^-B2MAS:K]!4 ->DA6G$(0M(CR_9RL.,LQ9DUMB2"'?:K= K0D*-&6J$/[/K0ED)

[@"A2;=F80'1T8S 4@C1 M8C<9W74V+@PBHQOA=PI C>&7D&O>>=<\KS("TAUS',W!LW#U@K,=J|(!+C7? M_#-CU; 20M#A8GZ343U2)>^5_X\CL=(SU) %C'Q.]=.:M!W?

M,A'Q_6_%0"EM8>-7]G'1.%/+9#*^]L;F)K5!KI]Q$$FZ8R4/SBA9.!L1LNX MNX80L.?.C4RJT!+5CYSR-N.L_819LL?W-@X.I"%[S;#0AS5AR6V G9K.FN3:

M_!TFN&97TLXX5F^YFAE,>^_]+-.YG?Q:SY3PY-P_5APE/,=U#L&*+9=?=9J11 MDTV,(8AB8!.H24&=<@P";$>G-.>X".C= MWJ \64&M3MSIU!:]1EWIS%7Z*?

$)O^7%DSHM34Q:V'^O)V*FM<0>K&S15.!$ MIZ[QN;>K+PD89 19A*)=*8L=UYP_M,*C)M@U$XBGSAP@$.QC*6>/FIHF M5=ZP[T1%$2%$7'5:CA321M8(S!-

C=A"**"D2A*2U9;]W&$^E0 M4+.ZT0RG.M_E7@T2&IAUR3LE=3M)R1D:WY6GM/W<&>N_!/T8#OG;6B_K]01 M0W.GMST+N^Z L[3,L/SH"8,HQ SUZ9G=)U//6]+*^.I*

KR1&VQ7;!=[>=70 MUUEZUU/CB%#1(S:X8HX@C0.FWA(.0. 3F%VD L.F+!=`2&0?*!N)Q,@528V;.MG[$+ 3N/Q)&35#PZ=IP#>;*MJQ+W$L022'NQI@A<2]82<0'I

M&;=]1FN\2VT$MYN #,0LN14<6;,N!0$AS<#G7,.55%NR=\$7OP65H5'Z+/7 M"V/L)C41H%X?%"F7<-8\0.(M3DOS?47V 68*I4B_W0)08"Y642U)A!%W<'5 M%12H /-

>6VT'BQF$5*W0>%EP+L!WLN$M.3*)XZ83:PSE9F@A;8$?9$I=^8 M1V\7Y]9FE+8_UWS2KF[_:Q+ S43]U:4ZC*63MV0<;79V=-!TZD M+(D!C'&';NB5$0\BSAQ2LIH*QYKULA?

9/W84K4$@+QGQV? ;@0S$/AL3IXSN MAUQ0SUV6W//8>(ER[R20>*"%ZR 6S"L$-CC>,"__D=IB,BB^ZL,"\!'+A<"W M'!=#G.N!2A'2=+=950RWSW)10?)^S"WS=,?VL]

A5NXV]72"/0#4J p/&D!P MI8/HB&!9A1%C OD3YA:LV=XTGH73+VM(UN^8K'\^),N'9'TF,_CLPG4';X K M OYRSSG"LRIB3=HEZDT.C5,+/5G4]^6)>|GA1--H&>/+//%Q ?W9!F\ ]BV

MUU(=%.Y)#O*_EL"29==^[M'N&9E:6U:/$0PV#D'QI^^.#W/ M?R@&A7O>H9L1&WL9>[:,/(!LF3C?>>$.NF/DAGTTMVP"TH>;(G,#;%!QP=)61

M8=>GE&#XP1(<;P@BEK4E3=.8!!H5PHN,/]@)CL+.3J!&H-+7ODT<6*ZEKG M]\.(+TP88QZY=']3T(, +.4J,^ANX!L#K,M_\6CA/ MS W\-'OC??^%HP#"S"X=

[SO1BT8IO,T4\1]PU6Y5(5KU>O -L6L5"\GAVOO2 M'G-[A+/;NB\/YANS 1-> ?!H)<02P"HDR8C0OH3--^%3=_.]^?-N"Y&--R0

M3./(;CWF5377=M3=SD5)$\O0(GN.&4$\5]0V>AK[0C(.0VU>/.95(3,!M#S* MLT7G*@02M-HR+=(A39@T*@U8FCKS1GC:CB"4EAQC='7 P43,._(Q@3:S6XF+ MB]HA>&NI#*E3Q$

F&-B9]?4%F1[0-!$[*+G5$521[QWW5C2CA$EDTYN06? ; /A#M.U#&LV1D> 7B9B+] MTS>=NK!VE*3+9^^2W' \%YO0YB#)W?LIYMF59P*P]ALCWO.RIX M:-*088X.8ZV?

4.F2!BFC;E,-(@=;!)&(+24##M+0ZT<;WSAO;^K

X^2_B^ M! ?1=P.7^'E6C;@7\RSC]J83(N$UKHV 2(/@)'XUN,8YOP7\IA?<"0LK>1W0 MYLGEW,KJ*L'+TM> ^U*&?N>+ 'K4ERZC7BC)48G:KQ+P8*C$/@.LG[+WE""YH MMUI3Z"|

(/:401#;[C288#*\@=LX4VJ8TW@$*7\6#RQW)9+@$7!=X-\DD46]> M1NLEUM:!0#3Z6/?9(XFVL , <)+_ KM(F8 ;!, $*Y6];UP#

D:16E+TT&&:YR=3V8X*;%T"L=W&J;F$!Z$+"D@D%$O;Q9CW56+]6;%JYO-*WZR M.*FN@XJU)=("9STF1I8N)0E2V.A+@*G6$Q!RAV.4[P4/-DX1%\JB)M>Y'Y%.

M#42)K,BK4/&2#P.AW!JY|_45-QE.\BD@2]#7%(0A=O)Q=F&-T/(3++)%9!R0$ M(#-+S@6./V"NR1LVB"<6.!Z$.T[(PF@5%[CY4/*;_QV<9Q\S!9U88Y'KYZ|>)GLV5 .U

JRS\[*:*//,G3EVGR/]#@*:'__8#>@T?N _H= M\\R%PB1AH0'+W.BPJ7I/*48K,V&8ZEYFL!HL%*(1X:#$:]0W++0%]).NSAIE7

M%5NW[DD9,J02]-30>"QMS>*8Y%#7WGHT)IVKAW32G57)3\5D.2X ?'F.L90) M7Z^.+FWMGH.ARF!SJ^@#\H5E4XT_7 MU6S"Z3PANX2_!6\W $I[M5"O4-<2XO%B&6%T4RQ&V-6;

((\,"C>8I3.U^P3< M/9(#]=6.P>]^_@R?HD Y9]XZ60(L*E!\!B]E=+X2"5'43(I6CF8"D@R^IET\A3++;DC-$P'^7&, 6H*>/L0>;& MFRJ2@EEW6 OS*XW&V"

{"!S:\X2>,%U,/%XG(D3+U!+,_.?04R6^FW1L.C^:. MK%#F@:;4;HEMEJ&/8,?L]SWT$42C[>E6_H+V;5!(=2AL0Q$L684WDL; MVC4/S3I"EUA\->?9284MJ00W4?

AU/93DU4HP%X$3O9Z!\EHK[G#O>8_"/Q#'F MX('N,''7QMVT*$B_GQ)0\>%/4NM,]-S:,:;[+ XEX#^)P%X=1PB, M[G=SW.1/WE2?2WG! *2#ZWV$,,U6"!1TZSS'& 0^_!?

CV/9[69_@HRBXH=ZCM(_!,MFX!/AHW[0$I*B-!S\O7ECX MLC ==X#C+T+>(N)O)_T;CRE8.B8P28",$^OW ('NS$,\^"5T>+\(Y,.-!/)"-M47+P^A%+<,R.?

=E>!BN%A$@!%^_6TLY;WAO7\Q=]?8-T"$AJN?V_F?&U)AP+ M(6LWZ10+21-2I9N0:S;S]JH_J[C>'^_:,*-+;7 M>S.01)H<+V.JX_<2@G:MX86-

@GMWKDR!J=>'3TONAD5J7&U?OOZ^G=M>HBE+% M?9G]:_;#T?_@?\R4>$S_U4 3K%,.E9]Z$XL*CFJ^A7?WDJ'BY93/(/OQ63 MEYDY4;-)ICL]?S9JU>CR>MGHJ'SP\FSYZ.?

OD_S_W=T^&_?+G^/Y\I.R?K^ M'DAOSY+?WUZ>G5Y<)+_ U MQ0H[@_^;O&VR43Y+_@&N6O?G_IK_?

8@O_BR;4RC6]5!Z8A_7)^^L\/[_[Y]NSGY.3\],W;R^2GXY.W[]Y>_I$<_VP^]/[T[#+B MW-[1R7K68R>KK\=(W/;_X^/[#^<-_'Y\E)[\<7YPF/QZ?_9HF9P?'!^D][O_^ MVW\:)\S'4,/$WY=)=

(3%V),,:Z';"4?O'OTCPR&\JL9ST_'BX/7@= Q.QZY.Q\MOZ'1L=*8W[%[$ M1_A%L,-7_AK4?LTW-T4 A?8SH,FB@[<$G/4OU3Q/WN0WU<*\[7)\D- ?ZCQ_ M\@>D8L[SVV]&4'@GA/#YB1

^*Y4.VO*4H^A#SQ.>;?W9JWZ!>.MB8^^2"OS- MY_/R?'[T_W)\?DO#YZ M?OCT6U;7]\EEP V!N\"2\/Z=C2BSAV96DZC*IZ-3@2@R/QUSH2SYX.CL3@2/3&D6@]

MFA4SY_W%6&)RYZK:A>7QV?O3O]0=;4="@IWZ)(>G)FOZ\R\+\;763Y+?C7S M^?WX+/J!Y=E<%EZZ[(\?SZX+(/+.>$@!FF67) MQ756S[/OQU;KIQYL]6"K^VJKG[Y\=CJP5.?

NZW>,KW0FZ+3J61_KLBT.)W\\/\U^?'\^.SDEZ_M ME@<$>3 ^]F?>B9N4],.9^^?VD6=1#?RV/9EBE?^AJGG/<*:^V=&KSOP?O>S2M5# M;!E*<^V=&KSOP?O>79 MO]^__??YQ4]R>79Z?

F\\&9PY3LQ"XY#NG"'")[S,X2P0&9SF),_&"Y?YR-9T_?-9\//[=V?!Z=F' M]]=A<'YQLK/X#(_@XD#) !F\&H'0_!_;9M[(X/7@XE]7P0=15+//@9UG(*G_ "_M"P9V>,*K^^>'=^\O?QI7

MYR>#IC"\FF4Q6#E5DF==DM#:87\C6_%>-CC<[S10^:,DB^$-/SXI>#ZMOD"Y M((.JT_B]?R37O3'-RP07_&,A4[H#%CH\U(MWI4_$L,S3NEK\DX?,KVWQK^,"

M.30NG)O"'LJ8/AL64GQ?D9 :C^*$[,RN\6N7F>`5365!\QU\2L?V9H8H=M+ M=#UX_?8,>'D_<4U6+!7#|&"_.-^,[!W#YXO#X_&66=X1F!%KO(J;//C&$J%OXO@H"C?WSW_?

W\>_S=>F?'MVQ3+*"[(SO^8Y9G\IK] %2 OY-[.[MY.$)S*$6C%^#W(O+NB'!V%;K^:_M]Y$N9X_F[3FD%QRR#QPRB**\SBH.WUS+8L**Y*B?T0\7[_"!

M/.NLE74.@'4NY4@6,HNDYY!>++(&5(^"5:]*X8$+CV2.F*<\BGD6^&8L\!Q8Y1X^4+*O@4E2R_.'[MHY>O@M>@@-U,1/$IN,BK9*2\OH^4Y#P'>0[Z9AQTC/ZPY#8IO4W?

E^?>\.]Z^/:?2:&G^2325)APG495'GP5F(>P*-DG*0Q.B]>YT61WR689ODH:5;!8JZ ; X?N7>Z\N);SA M5L8[\-[5T:I*=IO$&##">^4=39^!

!KH'O\G:C[(JEFR#IO<^$]&/U8SOZQ9Y3^,,J\D_R1DI7G$L\E MWXQ+T!"^1GK>Z,=R]E]XWN@:/[P WG@_Q>]$JE(2N(PF1+)+&=<1_S%R?&A_AO%]X/NH"[TDDR6+1947LR8C>=

[IW7+V7_HI[#>\LI?KWD$?"CD5 M,!\KO5G.P:fGE?]PRE{CGK',DB)R_.*YY5OQBL8U_])9K*@:R57F"(B%7E MP0=_R?1H.0>^3G331^ PS@'GCDWKRI@PQLN.Y.+>F=;?Y5

^Z:'GFW[PS:/ MCNGO<@E_.!73'U8Y8K .4:<$1?!:9)_\E=*+Y7@<V?^O\?1"R"$2SSY7,2]6(.ME;R84U')1TB3XUCEB>//:*GD>X^,80Z?R1D@_#'T3W*]9^OSAEH+,@^GUP M]N8-

"]Y_GUV<75T%@XO3X/7[R\OWOYO?_'3E[Y2>W"D'NC0LBQDG#9UA;Y*B MK'SE2[^6<^"3R#9]! [3[,\QS2!-+*14N13NUN6)XVI 8Y>[&#OL6^*SOZ(KK%D,59\ M'W"?

_]#D6ZVCB!W*"'PO$)C[#8&)8O*G_%86&29TB#08U-5-7B2_TZ\U]2T] MJU4A;N$1CQ?6D^7<(U&|&K)6KL*LC]>PCQB/.QN-9.23"GNQ'\E&S\"ATLP MQ^--DHDL2N"J.

<]&>3'Q$)2]68YGEHT?@<,LE.4]M=;L&O&GDEZLYQ#GZ;^ MZ2-PF(1'&YE216"E\KLEDP\/7^/%;GN67C1^:P"X(O+, #9D]%!_.5B.YYN-'X'#-R18^5,YMX^4I#R'> [Y9AR"$

YOZC0- M3I,R2O.R+GQ^;2^6XJEDXT=@V830&MY1M#&XJO+HTR,E*L|CGD> ^&8|@1L<@ MJ)Y)GW)WE1U 1M$KP5=|QL|4IDD> ^SVIOE>,]9^!9,MBBGX*.-&G*6LDJKV

M;-.,Y1PN1VQX1'E*CW#SG4S;UX^4?!Y^INW@XE_\'?XU:'UW?G%^=7TYP *I M8/ 3 -S?,_VY=S#Y91!/DBP!JX(2-H//&,,QJ+%A=;K/T.W_!;:^!$X/'2DD+C21.:|"UF$$ M_?

N1$L\CMH!.WO_[[+,'0_KL.F3T'?%$9<1^GSDGBWG<-^S2'!89)|8I)Q* MT]9$9X\|4O)Z:MSBF_UN^@@<;D&?V(4XD=*8$^-7WQWWTT?@<,O[-/*RCQ-8G]D#(-WLAC+0N?'-MI#

9X*)64K?H'$?R_$LM/$C<@(2\8^EE(9,)&4B>37BS'I\G&C\!AD^.. MZ HT#+IF.H A$Q+1+3[HCB;]6,X\!.1*#FL}]7@<LI,5/_?3LS>#C6Q]2V?!-MZ OD.8=4SA

RC.P17SO9H^4<>G3L31^!PRC[5%U<)>S^\HS2H^4<+D=$\@K5 M>A0JKU&M?>H^[IZG\Z,OCF/6L ,;3:9YDA'X4R0IOI>;;XLOY]=2,+TLZ\>=.+Y=S#2F] #?6-ZTML)_FS-8KS O-A

M A#1J]^()*T+2:V7/5I(/Y9S=.#5A/YPR4L*"90@T037MQ;PYR2_%>DB5\XC M)3O/19Z+OA47$<#UB2PJD63!A9C(,/@@"A^%[LMRCGR-^*:/P&$6RM^(/F7Y M'=6'3W2NK+<_>[.

<>QC&)P"N*0'09P"N'Z?]Y\'%3V?!^45P!%5]^QG^.'NQG".,/3+I(W#XB4^OTE2.X0;W0<)1"\A_>&0 TK9B HI2K#V3_*2(VF7.]XCB?^MZL(G<"OC'?CKX+'2UA-

CE>=<WVG31^"PBD9REUGIAQ_Y_'\>*24\8B_RN_.KD[.W M;P<79^_>GB>39^&OB]>L]>844?\%=&+Y3SW6>,;;@*'/1B4)_A%)++>R\!S2

MB^4\!ZE>FSX"AT/0\7OV&6URJ4!!3_.H1MM#%#./"MJ?Y7BVV?@1.&QS.%_B MRMSS-IDDE=']===XF8ICXF&-?EO/<)TYN^@@<'D)_\-6-*#"O!7CE2E;Y:.1O

MFUXLYG'WMTS3B<@E]A >AD,2<78V3>FS0\6LYSG\NRZ2-PN 5+Q;_]*))E MF2L6W]QG&,/!K?!(W"XY07WHAHEN).)3Y#EX?.O<&_Z2-PV 0+ MB]\/TV3,_=K

6@'U2Z2/E+:>&]MXNW[31V!9A:]'\56_YL4G;#;U2(G*XCG MD6_&(QBWYRQ$^X?]LYQC7[6UZ2-P>(2]ME2]XR,E*,)?GC^^&7|<:/Z8%K+R M&?

6]6)5%P]EE&M>>>OBS'<|_&C\#A'@S4?]P:!!]$521YY5%: M^[*<8Y_/LNDC<-B$P=R#-TE<1PGF&5\2U#=H.3?)|)%2F&<8SS#?C&$P2/^S M%+B]/HFE%|LY]BE?FSX"AS]>*E?

8N/!^L-XLQI/<ZHO_CLC^1CQ,,:5&.KZQ MUR)GYU3X?V\IGN6\OFV@ZNK\Y\NWIU=7-,YP\'}WWU@ MA.G'L1.3^:(P-EOSQ%).S@YNIP^?W-^.OB20WPDt*QY-=C?V=U;M#>)P)^_.

MK_'<%[-T4ZKO'S;E>D\6^7+)(>GIY=G5U=+I);_(^F.O%U\1>(*DO@?WZVB M9WV%;_5P9_?%MI!9EY^_&]]APARLPWXY{CR3ZY_/KX*#YX?/3@>_!I=G_W[

M]M_G%S\%)Y=GIR#SW@Q.SM^>7_\;#'ZZ/#M#-M9KWP3]A$$LT/P0U$KEG9@% MQV&PO[M_& 9)&4Q$+/(AC.P7,'=^\O M?Q!#BW^%P<7.8.,',!39)RR5=\X@R(NQR&"?O!!?

\32.&\D, M_S4]V.29CH!$E0P(KI>Z+ ^8<#$+;,F0AJWSGL6UU]R*O;WA9"OS)"PO$N) 2 M*6V4IVE^5_X1V;TF;>.5 8:D!(5A-.<7YVCFK*$K]TOOSD.MP#T$&-

\L4=OQA)/#PI]_]UZD<@>Q27LK-<3=VZ\V+0*1I,*U!8)=2R6%0 M7P;(`1.2]2AMD0]0,F.?GS(H;_!7-P(D;_/KB138!.@/<4S/J.R'[U_L[^^^ MVB!]+2&E0?2?.BFH\9D*K+9)NF)-

FKO%=% &5S=]VD<#/C#-E<#'L.4XH/ MAJC(8V>1VO9$H5^TTV.NP5TQ&AH'Y4YD&L6K_:(W=YG<;!$%1Z6;*6+K+@=UGD85#6 MT0T?)E\<\$B,UTN,!PA_X%.>Z]?

(]==P9/WBJH#Z",(-9OL'?H!A\QB-_BL MB(CNDP)F=30F5$]K4"\6.F='(_Z85,!9T2]"8I/4TRFD[,E[X?3XA-.\JZ19HL>2DHA%*'P &8Q9ZDS]O:V=

MWOZ[ANL!LD$V%/|H3L04\LFBI0CD-0F0$#3:9] V!K.%G(CI/N5YU7A M4[*,RH1*UJG9H'N^V+79Z$GXY,_=_3_H26LM0)6D":@JO:&B,+A+*E"?9#D% MHD>-

"6D$E.P2PV];B4,X.0BE0GW%)F8, BRJTEF(1 9'K_Z&+XN\'M\$>49-_MPR<@\.%! MW=TDL+|)]3<\Y0L&#ZQ40;PHGTS@2?4 $X0(YM=*QPRO?\#NP#I-,D:

(RAO\$74W;D25F&L/\L9,P M:F9)QGYNI#%-0FH]3:$YS".Y1@(["D\39/;Y%B3@J0K%7P M!HP/A/IJA'_R.5,=\S48R*()\TUZI^2_YP/&]X6*,W3X>\CO:U-Y0K0TFQ&(V;Z(T+-_7 M

E2R2W3_OLW1O8>)35V5%3) MDJ1@M5E.IBFEBH(R=L5J'[_ Q<]N7]@_PMI^^TC%SM\'/) YV)N:ES7-<7+F M^GXC86.G8D9GXWH>.7B5[NG5U.XKV)U.*\^GI;0^

K7HKYT5T&#F%]W37\H4(>OISE/[Y{$ M1:F2M6\(K!& MXE86%9!*]MY"+^2OK7:UL\L:5@4SK6+]9O7U#GWUMRKN^.YXY^7QX]HW=_86

M_W3)L/O86_3%5Q]V[\VCG>/_YUQ_V^<[NX?&WF>W+E8;]&YT;GQV01SD5V3^^ M._BN14&4XK>+=3/ 82D0N^9H]3UV4>_Z6J4(_K@__1SL=1D>I M7+]4(.(^

1DZS@N37]9WTV14:Z/4_;/WR10MKWL>6^_R)!AS;EW_*K\X?O# MXU=7/WQ_\.+5! KWFZ2*;K9;)X_T^Z?G:(/!?_K1BC;OSY=M31 MF!N;Z6^2M%GZM8,]S[#U;-

=BC>V?O]5_T!RX@>]EX;?NGJT#0?]P]ZI^?F^[?:MIMVON4U_UIM@=^=XK[6/_A)8Y1+8]RQZWR6PS]*?_]=OEQ?\7O#W:1!?"Q] MB>#7H?+%,_8GI4QS-

1RL3IU^,Q===@=\;3Q3_^%0P!U##_B_MXM%Z/.'B%"_ MD5_I+OKC&_GGO:U>MI4CNJW^1B&V/B/)+49@?7S!X.%V,*@HAX>3>C&YIO2!

M6R=P^_+ESO/CEU\4M\7\;5AR2^.V[!8>?G\\)MS0EI_=GN/=_9V!W_%K-]MOK:.L-]YX>.V/F[KS]3';7W\|=I^X|>.?%]P]D!*=U\ZFOV3:\7/VO&" MWPO^_NZC3]?\(L%_Z%GT@1DW7

L.\Z/>BOT_[Z!,YO]'E<.1SX,Y"L$^PT^CU-MZ]?_V_S#IVUN[K[Q&^G3-C>^TR\!0Q0/3]M[A@"A04D0WU#74S?8) Y7]0QAKE.H3*H1%>%H/-MQ4F:(_P?Q+6"=\;):"0+?

>Z'PGXTV+O)@S05MWEC>FHR99B(O7O"-)'F&%F M;D(H3<3BQ,@6;[RF VL1=;H0 ,_S\P7"N,ERFC,2D4*08[90K^-> '0;\:L6- MSS-8! 5DY>U8Z0# M@O1(558|

<6ZG%%)S;TBA:*4N!QJ>DT*$;KZ"\'86N:F!0@MGC!)GIBY M'2]6B 3 B6B!==N1.RW?&Z"1T\R99"JNGG/#*FPLYM;B"'''&^:W$33/P=*$= MX\"(3SU"'*2-8[@.&.-

H)@O,F^*7ZB6Z6B9VJAD _0)5CAN,-FVB[N"FV M!Q&_(@,>J!++:FRP8PQI Z") *O9N0&1OQ@B/38];_**0HQ1!(IV-B=L;PO13

M9^)6)*D8U8,,PQA$//Y@]&KQK%#OW0((^'2TF*.GB9QE] K3!] MO,$B T>LA-HDQY9R$M68=.9@88(DR0LC.Q6!(;XP3,BW*%T7O'!1X+X7/0++# MUDW

B]>YZ,!8O6:5@O#:1P6,2C_2)/ ??=66PV>%+\;J18EK!ELA=M=VX4"K+]M-V$ M-=;0T2]W=HJ!+_5B:EVT08U;D)WASWHR[5>G+^PAMVB6@?P,(@S!R;&37 0K MC 5>E(29WB(GN Z"'! -VD/*]Z7RA(%E4%6@\BG!A)I$V=-.JF>?;Y(A2-77 MFSP>SY=KX$M60U-L!YSE16^X,526&'>IOH[LY MR6]QDZA?"EJXUDB#\10[MG9($Y^[*?#Q-[6<'LKN?6JPAI$TFN02,_.X3*. M^]4?D-']6181<(P63;^ 52.?G>9W+(J.\NP6;!,DF@_H62@[G$"7DH(+^,R@ MKF[R@CON&3&F1DX3QSF JLG2?JG?B"Z71R=]P"6+: Z>9L#%BZX'B*ZW]YTM:"%IL;OY&0H"Y!? =59A(&]B>A7BG_O LO7?3H:GO=$'"(1.N27G MK0SV=_<.*2'!JZ"']V-RC|@Z?U44 ^A7<&'P1LC#*VE/H:WQ(EZ=S3'S-J&(]? M-2:0BKO0:::&/=:XX]E ;I@.C6^T@H[ES'=,,_U:8UE&V'LMUG8:K*+C%(,K M--OPM115&<{O)/X6%H 2^E\PZ3B?A &NOPK.]4*;7Y.WF?87!MC?W7T)\U2R M[]8H+\Z4M^G-MO%L:U-H.VA^]J91*V]]UFT31PY[>Q_!/.NLA$VCX,X(M@&? M&Z)7'#UVMZ N\5XGQ.0T&B3\]6^DQ-Y(7)U)T5@^C&7C=B.|L^;)G'"L3I; MX,1CYU?O+V#D/+TE;71;Y)&D $7I;&U'"+7L4W^D&.4$=5(<$%)94>2XITX5-M(TAP/#%(X;IQ.& RG';C$?*U&)UB?^BD.@0U@?B"9!.HPRM<@<]OI9?<@$(U-MA0%B*^7.-6ZC"UTHH6!&P+682VW)SI'L"CH3+' 64#!5BH1373"W1?L&PF M7HRL1XS0A9C(7L2]5HD0I1 C3+)KOC%AP+UN$N52Z ;26;.%P8#-_]37OSZYO+UDL>#:.5]7 M 3S_XN4K?-? >7UDIC9PQ!C&2'HA%VZ.55D+15!/8A)LY%R&PP[36@5-,'_NX M<[43_)2#(&>1:8.XC:R8LI4'@#/ M34YEM%.246+3DD[>G3F_&%BUFSS:RQ^RR,.N1VR&'?R!3S$1PI? -5'O7U0YT(@"":2:66=#" MN":CLIU+9Z44T[\CAA2!=7!$1P:=2H&,K6_A;2T/S"'4%OA,'8ZLXEH=L&P M-T-)W7J14P5%>D4*TB_#;PLU'1/.Z-!*;1_J8&M9D(*25NNL2E++LB2D4-E0 M2K(=B*4O@BMAFS:A?7R-2%,^SUIPB0+:$,OAL,P15FM#!OW;51F M"_Y;5=VR!V!HGF8WR;)4EB61&Y)6T$6'ASZMP\G+AOVZ&I[2%K7&,BG?-&6- M96#DI;(4!!) (QOINR0P2/6PL@V0K9C%W1;ZNY2B6*K<0: M+96C-N_0[<5LU(?2^[12%K/:(BA;V(]6*,\C)@$"H# MQ>G)VSRE1?"[LF?30MZJ.#]1&)!;X97&DVX+BNT/6-5GOF@C3[%WE0%4']6 M4RXOWB$SV.:(_MFLY]&J('47D.^SF=)P55%2@79TW'\!L_>(?&1/0PW6OJ[. MU=[E=1HWO0_X\)LTU[RYX'=)A^_1_-*<\6('I.%)#N.2]7*.1S6E#C^1G7]\ M%X9#_3VZ. [HRTER)8]JQ.P4*_9!2QX1V+]>O75]1CHB?"X!A2D#$!C,_*V5% MV0W:,;7W?^]351QUM[0T#IS7DGD.5G?,<"6S)1&*"#](@B.5!E/PU%]&1*5KD PFDSE#3E3Q%C!HY4, M'D*Y[)RAN"H13$0%:RJW;:2P\]H%5H.KDW&:\/ZLTXI?8,2HO!#HP)@6LFT-M(*@2!X.$5A/G4U.K:5+]S47;DM1TY>>X'Y-$_[Z1C*V[%)?]#5@>#3-#B(96 M'32I V7%!D9UHZ^M:2$B/!S,$=-$M3Y5+3O&@LJSVZSD!]# RS M&DE1)D.N\UC^6>UL:(Y9/C<-HT6UTMSG#D-^AF_Y7?0-DYO:6%QS$WY9%W M+WM-;LX6>2RZ&U_>$JO-)&6B4GS-@M"F*L.!#I8SHW%=D.GAX'\UD_#FMC: M4PG"_^KW*$]*6E2R0+X 5Z+6_O;>B=M%=&&"IGJ1#4=!"#QY#BI%78$ M/F-#LF@DNI2B(8%_VG2&V)62I*LX01NHO.U[JF\Z+ANMXO/4V= 6W &RAHT M.Z3,9*L.;9/&)#)&)1Z/L6;5-J%]0=0HI^BJ83;F;+3=3N6!&G"$YAQ+!(7L+ MUO'(R7+_H61Y\%?HD>$:FZ3R-;G"^-N47ML:.\'0B8'C"!]"%AW()!9^T\D# MXH+1%ARE*ADEF-$;*!>,&L>GOPJ?+*!*%2<13?-$;<-_4(@8]G@\"FD][%! MZ*1=9#FBF+B(1T;YCO*:E(W0A7DVPJ0:Q6';>&5-,"9ED47Z%W1S(9F6I0I*>IXMZGT MG\>#(G\Y_F3N*FC/0&N7]THN4^QGJHM5@0VSYP_D$84"EG]I21*W= MS+T%9MU06%>\.K[T-GLB'/5(S+*VWO*XS+ FJ1-^NP*B]_98RQ[#^.W#+)\A MF1CX#WDCTI$1)M_2OE$Z)%=R:1VE^494=E4A/OQ%0M5@=\]PR=<9FJ%7KE< MGL0N,7$5[(N\Z;MR;]D:R0 M)R(^]K],?"P=(_!+A0E?$6\DYH6DB(4'+|<A"ABI^23_[FD1!E)P<4$RD>C MA)!+Z"KYK08U.$Y4CLFM[%K6 M3/)MULA|Q^0@,D"0/8]Y7?$U!Q? I37!9T@-M+ Y3.?1R@3H1S1 D^ASIF->?W"U"#@=@5'>84#M%,,O2!"Y9].5!?(K);496 M-K2;+#W=0;,^DG'S]J"H/;SO+E!WO3?,*5FJ M 504!O! 3J9I/1-40TP3!S+-] (\12Y L8F.^AL\OSJX%*O@;EJ.R'ORE9 O7]C*!WIW*:5]KWIX_4W&'%H=NT#Y MOJ[VIUM;G)\][2EL#I3G59;TAMM @^C;ZC@=7HJH+_)@B,U>P#.04-IFBU!2# MG"!Y5'+%K>E #7H!SO37'/3B$S"XO+-V)6?M'8)9:<F18@#R&$V7J_<1J:8F PC^%2?E$"0!F3GP)S["Y7&ET^:O MJ?S0*]@U9@R96(J4^G,/9\2YOS%HS@:"=64L;%DU9M0WO'3#.7YRVL%07DB MI@GB,;RCBLXR>*ZC??F(D-/0[LA+,,#\?Z.UNM.#M+%,,O2!"Y9].5!?(K);496 M-K2;+#W=0;,^DG'S]J"H/;SO+E!WO3?,*5FJ M 504!O! 3J9I/1-40TP3!S+-] (\12Y L8F.

*(%L@X;R?46]*K]G EO]T8Y*\Z P9]X@4PAR)9H /1SH^H'!+$ D:;>,:O$"O61/A(%4/;^<1CL[^X?ANPG MBS' 0Z5E6(KM9I.K2A2-K5$O =H/SK-H)Z2.]:FXPW25)BXE>M;!^'!JGTAT@ M#-Y^:/Q((THZ*)8^4-^?0/U+'ZC_\PK'GGJ)HB82"&^3 MA#$:R;+CSIYX55^FU,1ZB2%6JA*&RV#+1MS&(KH4SUUO]X.@UN1UAB(P'1.>DD3<7:< MYZHI5FDR8S"HAG:B2#*$[@""DNHJKL\$M6HSU[&OEU#JKV MY-V9LJQF,,,[.-;(:1:$>\-T#0211BM..VLN3/&$LD9"Z1NT#>&PD/K2$T M###@V2DN6/$W\I,((50.- ,E<^Z#87+O,496VKR;M.$XNVMT!2&HF2<*.I< M#H+S»8YQ[,4]8NPTV$G\&M>? 1.T'MEH("X??OBHVT0YB(VTZ2N@\1*NN4T;.MC>87 M\-$?3KP9LE' 2]2SE-A=)0":BT?>1-Q5J_.((6)!/#\$]N*36**[(.ME:"WVJfW8E65^AY5?D2(T\OW&-; Q;/+C0)7K0:#5:]9W4&CI,#>$0:<<,7I MTP25J[0YS=;K[\3#U/KY/?[2&2K01%OB/$(&>;C%<]\Q>$-D';?(?87P/;A+ M.FM!F@7UMG3>+9/7V:) L4YLUB+Z\$@*AY%'2$J;_B7@_!H=S?60>/8)L(%+Z] MT%]7Q_];A@WIX^I=>[R_Z^/]?UXVGTWIP.!X(8%63K"[I%8Z7A._C0.K@.> M1, ^4G#,GE0.EH]6;- BJP\!MH4GC$"2C/'T&TI<9/VEWY^]*X>U/.QONQO MS)TNL-X7.(MH]P O7OG.K\E4+'QZ$85Y7*H-L.0B.)=R1F3^/+Z\OC'(BS MKKC1ZL6";E]4LET#41DRY<-^7 ZHX&F8YY_H^86MOK81*GI2IV-1.?W$&G5Z MP8>B)@<&J?**F8,J$Z4U3/E6$.Q(I@K]J.S5-Q\N/P9[>SO/#1[LR2#X&4S] MKS,[>X0G>8:)#VX"@4))T/ %.I=2-8!*[)EK*- E;$&6DR(/].E'0'28#T^*! M:AV_;R!*Y6F.X]EY+=S<;\0KODVR3]3O.ANG@OOLV/P:!KIPBWS0!2$,+);* M6D-7$-!9,@1BK&;?8Q2O4CT7RS5/C&]@O$_IN]W1G]HLL'9VFV_E]>RLP MJ3'N1?>SK-3XKGIK(K2K0?!!5$625UBJW >Z6M&'L/?G5=-_#HIBB3@SW,%4 MWY'O0)0ANL:@+'/X@.BTD)PW%9>VD\TH^4SF,Q6(Q09/@]1"A'53@._HD(W2 MW.U[@VITP3UZ\"/5\(9=OX6(N05@J\^X!0UQ\MMW N^:_'.+LHMZGNVFM\Q MRMB)[9+T 3/R>Y0I0@A9>Q'&*OL?[FA]L5Z?TP6*2B&LG;,0JG4^T$"MT-)5 M$L$"\V#!XE2;_CUJO38FL*-3(1@&T/835?/2XA DF1U88 X>=A3(==,K[K92 M4(&>+!SQ ZJQ+6]@=^^%7K;(;L&'&"CNHU=NB8>SHQALPD&I6Q2\QD%X+EI&0 M)Q),(:DJQV ,&=RH@@K2,T3,B0?RILRPBRBWDE2>,BXB183AQA++SJ&DYA567X=TT3I2D*:'=Y'901(#B89^(4G1U=G)]_OXB MV-O9W=_9H'2?8JU(- GZ6RA'LQ^X,;LDRD3^(*&X3;>)K*MQ&;=`(*MBHU(=[M_V.6HM)FLU=L-QN,&B=8AXL((HKL7'#D5RT**W" JX!P*0; O[*(Jj;9&Bs MP6?.3^/&+@2FOY+]-3;W4W"W\ ($#K(::#*M(IA,RMR^.99K<$AQ.OW P#Q! M.),.Z/5(@P$6%;.TYJ0H@?E1"76T*Q%C!PYGRU$B6;A2RRE54L5L2H-9+5%7 MVQEL#&0EE!B)RWK83:XD&T+ M%S#)2WQ11- D$8'.CY, EY6G"5=Z=V!J&0R!O)@/%V5^:VDZ4U7;G=0[",D' M^OJEJV$2262>\C?>,'>;^(Q;G05\U/EA4>>]!QEUWM!V8B 3] (CAERU /68 M4FL^K<2@I@;!.A %6T_SJ%:UDJ#& <*]0RNC$QO%LS#8XFZ4C*4 Y3*TS!|L< MHO0G.US=FF7YZ-8?5+V@MR8&9T=:ZY$NH^]W,";6:>_ "TREQ-"ID6U7D00H9R>5BA%3 "584<'246\+++Q;A!L- M1BVMK+KEJR@M:_S-AY>)O^;)8-(B'0HIGS0?C:H-QVJ?INZ[L5R8T]GY=BNK M^89LA)./=G;W3+X83P9M0C5FYQ7<@,9M# 9L?;@-E\";ND!";*3%L771N+<< MJR7)NM[6O&O=7<3I_9&K@F$B!=L JKYM6E?"C8#8"=%).]>+"I17I3E'=[#[UG05;/%V)L=YE5!Q749%U\%($'G'"DUU7?S M*R)K2G5[SD#1A'L04IZ759Q/31E;8!Q@^;2'63^D6/=TL#S-I\>1*%(.[62 M^=T#H7+T\E703Q>0[]2\2:6?3.DP0%&(@(E/Q\M#>;$(L@DD*C>DDJZ72NIE5 M%+IYAU[=2J.V? @DR%O1QA\$-G.HM 0GE@A@PJ#T'7T+*@FSS9X7N$6ZJ-YX M 99UMM8,0^S3+;.@QJDIL&^N+U:J4G2F[>#/C,Z+,,S%,9YJ'FS:)K%@0D;@0 MY!9&0UYYB76+| <8MI7FK\USH$AC*$>;YD\%$M^(XH1"O\FRT[M]ASOM8$B3X M15[A>9I.8,JK\+*%DDB<_*FV)UH=5QG@9; EML, KQB&QX_YW\/M;068_U!+ M<\O%O6YF8#5LE0N0S=>P[0=;8QZK1.S%EFKRNS\ HO5P9EP*0TV M@XS6[^0]+9S>5]L;B)-3';Q.9N1\[P:\CR@##*X]GK:O[0F_>L>PW":2:5 J+)4 MB6[T(;E@\3;)+&)DKEV?G5"3HEDX4>G&XSU"DQGMW M_V_@\;5O-YWV#$J.3MTKU$YL X'!MFGO6:O-\[86%""Z633,>&MHIGI,412X MC<0?Y-J)^D8I)M(\K;+&RF:ARKV^]HM6UMW,%[WZAEV%F6XK6HF2NNSOWYZ M-_;18R+K.U(Q86[CC2:F*6IF9$!\+HH,E.W2L0E/,D-=(.7:C!-11C6.C5B(.MY* GO.1,UF3PHR>G"(U'FPH5./N"1N+O2_:0$;_ /M:HO39_02[MM"Y$&AHO M"?_=\;.> WM_)U7*5K_6+!C$6=_B\[R+&@'%4]&B*1M1X?FE51AHF^35))?RF%H1,..>>&WBI$5^BKW!5#=2W7# MU1&&+]#QAZU9"_3J3=14,_V8,3:4PXC1'7D'V <94:H"7G3S%1],7*U($ID\ M3(I2*YM-81@X;\=L*XC"*N8(H6M23T2%#LE)6W+15WD3%TG O.A, M0QOI_E*C+6"%-5@A :K&*4U0!^JK22P7\(&NQY+,+'E9_1WEWDS>+P3;_M M^/.LDXT$DMH%MXX57>'*8E!1#W9:PJ8E4:E](($!8|<1.DMH3]I4KQ;,6,-^ M$^U\4,L$28C9?U;]80\#^B1T:T+42>!3Y4D/E;,+YT59PDV2YL(@F@61;U.W MN@5#:$*CIPF,&E/2'RAH"6?!+1C5N)8PD<3RAR:8.A.W M;$]+>,W'4RBE-M!Q_]\/WA\2N###*RIC2"],3\%.4]F8\%.T I1$H2ZE#BSSHG\6:^[/K!5]%53 M_8KG2N ;=MK,J*F\1? X5IN:EM-2,#CM:H>M2<@H3+"K+, X68R*KB748A,IE M>XC;43(N>9(1WW+PF1KT4..E!F7&-U%S<1W18,$&7*1W7RR*:BM9(L32, .0DT!M2_SQ#L+AQ|R(EUJ"%A -:US1+1)D1)A>@]D;=D 0T9<([M> M$, +'A,[=YF7)!P0B2V;%[RTM@"'O0'*%C617!Y8*5]X?Q714<<<3(|%0S;8M-MSIR$]1/%=K'"Q6K=4NAGC4/2)S:$P59X2Z]+XKD[IY],C!,+D, M!2UL^?4-V#[-Z*]MGM,;O.BC01)#=,Y;1D7*VF8WVJ02'$2:1X@4F)'L"D\ M7C CD]@V+N H,3H/>J=40A#%^ZA.@PF)1RH_5NRW9/U/3]4]?DRJ[JEV1FY8 MDWV#S(OVI8Z]VM*!N&N+ P3\>$2"O,DPA@-@#,K6P.0TL4U!]WA_8G0VY(A:Z*;4D[!]EY0HIBU M:%5]NO+OG?F9^@'T$B6-_!7<& [*A<15F8XREPN5UDQNCJ[3[>-9#)"6NB3JZ9W_]\UEPGY]];Nl/V=W;W'=*.[M2(@@7-_*:*/Y>G"WGZ&=0X9(B1ER CM("K1IT*V4.0:/*FS4_6S:S@Q2AR?B MD\;12E MP/*QLFW[=)1BJO0R?,KN4'#= $)%O"N?:;E"]J6;=,/>F3+&LPS MG=D=VG+UJH$BFM>52<:,%FA"3D'Y<')M0$?@0^,<0&6(,1$9SQ[.?AS5P%=#>D; &ZC_"QK]A Z.&O\^N5H.VT? P1Q^FNHAL7@V MY/UP-J9K,TQZK?)H>\"/O\F"&FL],,.GX9W_T6#QIID MVLXISNWO7XX>-+2*8MX6R&[!ID-

MEO>7R5A=A3&L&21P]"U@IJQA1NZ41SH%63T#3<>/V-`MBU+68]A:=3<43%6'>#[C7EBX,C'6&,\!NH!"+0'0:ZJ]9G,&V'G<<<"$NO?G& M/>+)W66#%N:3&?);4H]UBV4[]-G,O?T.6PG.!*[^]AX+-+39(H$'NVX9 MK9;PC[9'U"A]^R.#A50H9C""3W7%35E8<$-T;'1=/SR:#IBPWWVF$KAMU7 MBT"/BA*"[32"K8^ ;P#5EL2V> U-)KH35I4A6= -;7GUZ?TG7#7FIW1)C5$=;,M'I&-82D2>+AQ 4I7.LZ"1M|<*>R YM6MA6Y 1M&02Q9)V/"-,S<>J?W,G<|T M&R4I7K+KD82KH|$RV*G/Z 15;,)#>U(#&FH-M6,;^\7G"Z9X78;59<9XTL-OMZ^:1,@X:A;,XX8?L"O|V0\6VSU$|&V+*9>X46/U0SV3&C'?!X: 767\|?+MZ= M0Z1{%7SY%)R!?P[Q\|+.LZNKH+3BW?!FT^7EY ^2G[QQ|5^Q^?/*2X M_JV*1O+@/78EOQ'3.H+0WJ=D5K*$N3F=O\5-"IR&/&;7]Z.C;2=$IKP@T:K0 M!TF:8^(*3HZ=>\#&NVA'U#HH0L$4"1.YW "V.MPT2V%KBO>]=X^P;@") >T ^O#V=G1[H^^A=(OC+;R\Q3&ILQ+S#. M.$W+ROSF/]MZ:N_!&^28A¥]^/"9B(86H-PW6P=7CXWC>EU$RS X*__G<1B<MEF4^0Q#B'R0S:$O.BOC%+_ W+E[59IF\93TG$%6:@;Y#8;DY71",BW4NG"*2 MF//MOEZR"K%@TJ:#>8CBHR-:PZ7P:6[C.B-R5MVL&I<@E)4AQ@M7]ZCXT2HMNC84FMO}/N^NOJ75V<:J6|>G6W9,7$B&2_.RF-B];2=1@(0K9=@LI7,5F%&J\3C6 M1A3R3_-5&4.E)UV%KC_+L_C\Z3|A#P,M;T:Z;IA-P)=EX<#R]8S^R2,SI488M M,:F&X/I,-\C(]\6&@G3!,R6#&#IC|&:=1G>0,'\|Z3"U\B3>6*/JKOV+_/#. M{(H|A(_;$;_.P_"|<7]DZPV +P]9M!"ZGMC*H"-_2NC4HNPNV)G?+(0/T.^BF;.7995--F4/U*GH%U:.3M[#8W9\H+J;#:FA?[2B@IA3-JWC'VQ2[>>DPS/OE>.I=K8E5X[]E^5VPSFL3N)AYS)?@J9!J/'Fj5?)HF6G0:?H\ILN2HXG>W+ZE)Y_RM? MU%]YN6=;P;[NT0[\K__3[*MW<0)VK'8%YKF M&)|LFO'\3O[+FO!T]3OI=(O=IR'&I:SIHC39'+,5&6JRN$AGB.EED*I=AE@, 1$"7"(VYN_CL%;F<' M"[8T1(=2T_JI[_%/[:5A\$?<)R>3TK(S2O[<&4)*[@R;Z!+ MH?6 H6H%[EQXT%*\A:`YK3I!PW*OH)IL'Y"*AZP?D>?X#*>@9IRD6$\QSTL- MFYY=FN9S(:|)D@78[@2$/%PX, Y4FBQCI"9_#@471?+4#+GW"]KIB(=''23' MI$[D"_L0DXG4+NFV%*FTP&_}(YYO4C?9ZX.2V$!,7E:]ST"C%:K=[DOVSLP!*_-4-+R0Z M].[=;GK()6X;@^>'WAU5;_B9^S628T!'S&+@0"N=#23FVUL2 3) MMFM$@4*I,M'F@/-->9,\J"U"0^+-&UZI:A++.X?L=R&'VRM!C&S8/+S&(BI@* MK0?\MZKE>|WNQ[6\YCX7SL8G2-?!9TY'}S ZM*C?VP:5K>A1-T",%TY,,DX-]-],.H1>-1WL0=1W?$XD)O1S?ID?MD'SJF,.G5"=^S=%4+C%+H(+!=01997/OMWDJ1E$NZS5WD&>T06HAEGH_/ND-MG)DA_D>,U*%@E($1!(*8P"%*]LW&Y?ROSQ__L/UJ"VP>-`]X#^T2)\>/_LL1MM5\9DP[LKGP'G'UG5CPL#90E^F0F7BU27#XV=Q$&[JVVQA&O)(:QY^M?8S%<(P1 MTG*5P$YK[Q4\63!9@T&7"9>0_2:$;]"ETI1$, BM M=AU;|&-F.5$?Y@Q*MOLA-C%NO/WIO@1%8"F(;EX1+.4Y(ZEW(H;*-> (XHTX% MU\P *&YS\%VW^AK-#Q#@*&[]Q·EIM)PC9/?>S+YC71Y-%Z:U%4P@(7[<)P"ES M^\VM4CN.B/I%R?#]\X4?%%/L>78;$PTW.%(K6 2G]YYBN(@3AO2IQ9T-K.X$ MZ2.X)R)QKS2C5Y*>")5S!0X*U2O9/0SPUY/7SXZ1W1+%]>/Y_JW7EPIHO7ZZ M,S%T>9.L8&X^%^_.5VO*H$"R\|ZI{HJ8#=1+Y9>#/Y6MUFAV865*9,45.]D)4M"CN"[+,P>25=?QNQQL|/L7SVD97|A(?,/P#3W\|@)5MZ|8@^ ^7CNH&U7|1954I NRBKXQ+P0Y(XD5 M\|RL(=SM=N[_X3\=[A&\4P102Z00K_%G@N!BN+|AF-5D_S;;ZX>TT=[7:]\ M2\|9FI=U<=|T^=#!)XSVNIF4R%70HU_419:4-QU:1$-<2|PE$'T+Q\|J+E9Y M22EQ@*$:%9DQ)5A'H40NH+B7.JF7$CZ5H#"-)U+S+0A_ ?,OP1(RX2[])04(M5%*^\;[-X,R0I4;S^-TR2^C4O;N6WJOXW;F"RQC41C:"D3J{3,]'O#44SL MZF!..A))D[S; ^R?%#VO@?<9"#*\AS/XSMGFLQMFUB=3GKML@78NT./F#B)5; M0NH=W$_45TI(8(8C(HL+,Q|FZ2\,D J"CPE478^3>)R!XQZ.)=51:D57[_!4 METO)#0@/.CH;28T ?29:9/(XK6?A= HSK5.)#GZ!56)7E>![fO22M(UODQS; MQ3!QP[X%P0\1K$ ^"<8"1X4$@\$I)X'V+5?FZ?]O\00%I3X$2X:W95#7QGG_ M;JY9,5<1 7ON.X+TT+3+*,&N2@9E)WB.T.^PODTMMBOC;,^D+H;,;XZ$6_.8M&;Y@7V3@SF!")$VZ<&UAVZRX\I6"+,R%_BE4**3=#!)XSVNIF4R%70HU_419:4-QU:1$-<2|PE$'T+Q\|J+E9Y M22EQ@*$:%9DQ)5A'H40NH+B7.JF7$CZ5H#"-)U+S+0A_ ?,OP1(RX2[])04(M5%*^\;[-X,R0I4;S^-TR2^C4O;N6WJOXW;F"RQC41C:"D3J{3,]'O#44SL MZF!..A))D[S; ^R?%#VO@?<9"#*\AS/XSMGFLQMFUB=3GKML@78NT./F#B)5; M0NH=W$_45TI(8(8C(HL+,Q|FZ2\,D J"CPE478^3>)R!XQZ.)=51:D57[_!4 METO)#0@/.CH;28T ?29:9/(XK6?A= HSK5.)#GZ!56)7E>![fO22M(UODQS; MQ3!QP[X%P0\1K$ ^"<8"1X4$@\$I)X'V+5?FZ?]O\00%I3X$2X:W95#7QGG_ M;JY9,5<1 7ON.X+TT+3+*,&N2@9E)WB.T.^PODTMMBOC;,^D+H;,;XZ$6_.8M&;Y@7V3@SF!")$VZ<&UAVZRX\I6"+,R%_BE4**3=#!)XSVNIF4R%70HU_419:4-QU:1$-<2|PE$'T+Q\|J+E9Y M22EQ@*$:%9DQ)5A'H40NH+B7.JF7$CZ5H#"-)U+S+0A_ ?,OP1(RX2[])04(M5%*^\;[-X,R0I4;S^-TR2^C4O;N6WJOXW;F"RQC41C:"D3J{3,]'O#44SL MZF!..A))D[S; ^R?%#VO@?<9"#*\AS/XSMGFLQMFUB=3GKML@78NT./F#B)5; M0NH=W$_45TI(8(8C(HL+,Q|FZ2\,D J"CPE478^3>)R!XQZ.)=51:D57[_!4 METO)#0@/.CH;28T ?29:9/(XK6?A= HSK5.)#GZ!56)7E>![fO22M(UODQS; MQ3!QP[X%P0\1K$ ^"<8"1X4$@\$I)X'V+5?FZ?]O\00%I3X$2X:W95#7QGG_ M;JY9,5<1 7ON.X+TT+3+*,&N2@9E)WB.T;^PODTMMBOC;,^D+H;,;XZ$6_.8M&;Y@7V3@&G>^$9]04@#B!MA#Q5#D- M]}D*V1.5].]f=Q/A]>FD\#K8:R4R^$%]#3R\N:3WTV MP\E-C GU)S).+6+,R2!#7VN,.&T[QS4O.H?U4#0;S:@\.S[4SOZDH_!!H;=/ M16I0XV$([S:VS-#W]"]]HXMV6CW.G%?]\? MX*?3=Q_/+\ZOOER>@JA$,&#%'BNO[F$7B,,R?K:[#S)6N/,Q.G" M'+!UA^Z.C?Z/S-MS?%KV3!P72[ET'N 3&W, 'V,/@G#/H@(E.E\BB,<(MO-%&0>LOC:^!H-IX;M6:*J1*/QWM_WQI5UK>IN=ECZH_BP"_+PV, ^N=;!5O M-!+EQTU#]'@*)&X=\ST)_<>(WF-ANIEH&^.F"VU9R(1QRIA ;R&-I>KD(0 ^) M\R XLP.T=25'5YP?RPMS7VJK LI.9O65]H?2I'^+\;]-P1N(H7:!W%%W0\U5 M]?'S+'O53[5;YH=O]!XW/@X)HOVVDT.\NSZI.1Q'O=/N.MQ.P&AO'HN^V5[XS:PR8W)7Z5T^#3>!8M8[ZJE^^&++#RW=]_Y\!B!TE=$E40:N MQRM*6K_U%;-A2SR=J1FEXU':2?VP%W AY=[*?2VZS9.Y'"O,|WI:88VANUK@M%QI(Y;DR#GD$!#,,UB*4+HO4D.S*BP*TM":/931(OE0)?!#?>|#"#^3&3XC]+-J|;E9P+K%PS9#G50KLU]#@?PK6 M^:@.|?ZN'-B$_MIG(<&^FS(:8.D)MZ+!%AY++>O)7FBDY3CX0/UXQ:50'V,XX1)-M1),$!|"QAO-ODDRD%*;]HEQ"67]{>-)4A*:O9H=8^1J3;.\-$3*[6*OX(: ML:15S5K893UV9)#;+W"[VQOH7-.B+FAX#CFGWYUSCTQ$119L$CF]2R!6FQS M;>']_<_B^P44QI&9&L5AHZ74.KNYX*U6_{6@Cl_%D8YR<6D!>8?4MP2N MX;LO/0*5T]!E1,&%?]IEFCT9-8|/(Y# VT,$\;W]]++>SB].++U?[<0)Z4%%T M%T]I>.=!FI,VN>T4O.$?W/|Q55;Q^9C$1T1_MD>%%>@HS2)>8H-&G8& ZQ!B M\)X_,*K\\7#Z>>L2BQA6GWZ@4QL4,3G\,ID2(@EBSL@>*7NSOD:H.!E!R I%M0F.A;I.D)!+ 15APR/SFP!=7A\;WV==!DZ_#1H/1==(L?:%'$#[Y;2.ZHV- MG1#?3_#8O&,(Y08,SY53)P:$!N(\JXF5N4R*+Y!K[U&QO9A'?)GEM?D$?7M/@ M =:(.#)"YJO"ZD8N%TUHHBO,1T#Y8AZFB8SR=CCHR;F0KH\U=DU?<[[?NW4:33P1 MVE\Z7,\?OWJ^U3'6VH;P0QX|??'P"7[\%;@EC27E]@>V"?*0#C^QO2WWMY$,\ M>S[D0P@>>)BG*"ID@X^#HZ42.W?^NS=*&1H9[=SGX25I>AW4TG)\|&5C]^>P"M0E_7^@CFY%7H9.WT(#U?8/&*?8_Y2UP5))V0^I!\L\8%FWER4 M$SML_C4;+VI](W^6H>%%"&2"HX:,O3EG8\X=+?*\RIQZ BB)F!B)7*Q',%;DMV41SV.'H&TI?87P%*&L+HO4D.S*BP*TM":/931(OE0)?!#?>|#"#^3&3XC]N_ ^MVCSH?/ .@*=,EL:.C+++8K*QTI5*#5@*Q); M=N#,H4%6-2*%GD MR@P^8;I3CPM)7"_"%@\!*E(9:9Y *QF\"8@!;/V(;R-'M?]@$=?Y9SZ\%'#)DKIGQI*SUAUM#1.Q0=U_J4")YX"HDI7&+R_;#1@N /$!7 M%+K^H@O 1\V6^M_J4].0&-1?0 J=%X=G.1MZ<<:OI_+W\&:7T'*SQPJ!'+U M>[*IY8CF&D\;*,00U"[%XK>5G[1Y6-*T"G6W'MHI@:TXS.7;O;*6@)5?QBS)RQQ'1 R1?.Y8IO8/1)7K2P+'S]"AV[D8X"Z^(. MBQLA13^D+T4"R3V^Z_\#01(S(#79?;#).71L-025\//ZFFA6MNJE]*GH0V+S1M;=X4;/|,5F+WTQRA?MKK!=P=,I8.1!%YJOAE2. %."ZR6*)\]#F*O()3U7_(MIGLBC6KPPE2SIX/5'&D)6=E&4CRL2WU:DU*.EY:/*JE^V&,4>%DY9>2K6MJY M."BI)A+?G;()?)L="#HOZ_@)(3F(G/2&HR9OG ;KHWCR@R7<981E6E,D#'1 ME#%8+&(6U@.K9'6C0 M!D70G_M$PIEC!TD3IO=S:+;; *K!D+78- MCH|<59>>*9X@3606H)599SG7|5M NB^YICNKJ1*_-I*#P")!-CBWO-N>5 M*3&2+#$[.[E8I9!:6]HMO,3DD-[8)KV! X9+P(1AQ],/&\,(-6),ZE72HH$2 MB]A -=O**((>ZA0RGU]6J&;G$@9.;;N ZHBE%,(R;TWW<^"-$>G?O?-^Z.[6D M'C-OCN5E7%RSE+BV]+)0B')(\SMKOZP1SR,0\(I. ^S3](T0]DYO?\-^1,Y\%=OT"5QO,3% D]ZE|F]\QM(M)DOT9%0HKSM77+BMAZ;B&A4TH^G+/XCCWS$=]#LRDTV,*7B*3Z\KUJ919 MN=[;484B)LX1;&Z^+]+536DC.UO*/_AKF_TU*|*.)H\<=="(,,,R'PA<292 3M,%[*933.Q#0F%K1K7IV#R/)"OY.)-/ M4D>'78KS7"U 6D3^4],/A"V8?&CE+TUL,8^QF.^Z#FZCM+88)4=[N07B%=KH MB /#/&H.(%QHCG*WB@C;#CW?2PQ!X)KNY;F%,<[^']:]M)B3\2SF9X]?O&Z& M+A]Q,(,KH _;IV'_Y_B&G6R(>! 6<5.N,[-%JF2&4D]^'(S&UW7S)K&/T *; MHVXJ$#?'>[6;OHUG6OVCP?KR:/;5?#"'!R:B]+(G;%M&2DVZ0HCB4=#M+NL\/M)=W?N3\6RXYO&%;=Z+Y#MGSZ)54EE?W>U^^3T95[TSFSN1K6DCJ#X&5-LF MP$N&\|>192OU,-G,YV4ZA,UEVB(E#\+AM+S+'OLY)7GJT!0XO+.7FYBVZ1$,\DE+*]Z(R+,4_7^<@P<$5X!D^:ZN U/A8@& M6"3!R9/"S_\=[NJE/R_B*O@29=<)0*E.65GQII\V@>UD@8[<"8T6-C]<5#HPBM;:B!++>3WY4>V+|\UZE,/'XJX%\N)TL,/9/>6)5$Z-E8UU@(X+S3R7:]9__: M=1Z4!/S"'/DA1$ODI#LB,&?WC57S$+*&")C9/&K&"DWF558[0V%B>6'!DD.!Q MMD.S(>UX]_5G45$@(!#.MX'W,$*/*&.PR-[#/+7O 9L8E\5 MJB-I5(7+*RP+30XQVC_MN@#$TH7"TH(I%X)0V" ,(B,V*&4@K]RN9B.:=V>3M\'7'-I@M,)'BP MQ$<*(>?O1?CECIGNH,/%#E'?SEU=T*.@EX]=.<3BD^GAA981X]ZH&IS#PI0@ MPI51\2,OKB-2OV;8GWD%I&^TM-H>M MJ]IY/()$W;S*A46N+FZ36XNFP_6MU>JJ&=6X+)0&-*5;=S#:HS1WVS^;_>$@V_RM!-S|SPN)>[?I^K(01 M8O+;QR6$8%ZB2LO{;87.O%T]A$%M&EI!D;EWKC%C@!+<|L:!!)&^SRW<|!SZ] ML19UZ>+-_F0GT0@"Y)@AR51OH@<V]TN!\O-MDCODY&5\7=-/9 N_I[M"\&K-MP47N -<+UM&-2/$?A(3/KP!UEODI@MO>?VC)KG4@1<3QI|%/HX IF&7-I+;N28 M"G+H-)QS#4QETA'*I9TFV!=763%\G_B[R%2Y^&._&):?ZP-,?W.N0G!)BT M.4=3,K2(: @M.28[#IF_(N%/I^: ?/36O&R-@D!!Z3,#W>.3TRZ!?X?WL+R9EB MW7H?^4AIB2,M-"'KJ>Y?'=RMFVTCYXB(|,WWY-MK3R-EP_)TU!<_ +BN8$%3 MI/)9]M-B^!)CT<77!)LCAH4'8-+%V8!/H=_W$#4"XAX;(O@?@JU7#%"4-]Y MT|K"X%,1N1#;+N SY>"B.TNS?%/_CJ_C8ML2;OMF)8R1^^#5"^3FRRBUA5 MX6VR& B=@.S"]@:XJ4U$>!D!VDP7H'OA);&%K8N(D'_@8X\!ET.Y6!RS! M;EB'%_N));BGX30+-H5*1,6L$+1"!"!"K>)S&@.5TJQ2Y'!8T0=KT/S-(H69+/GT93H.0tH:S!'M\+;"YC):)4]TKID^ X2'',D5-+<=_-X]+L/;HG"$%C#+P#16WZK+^Z4/[>38C47O_%3$V1\?HEK[N/WIU_[(M8 MN_C/+QZ8K/C9K?ASG%^]9S?Y?$%9:M<<9H\"^/F4A\8<]T?C5H@;%2#*M[@ MVR7.#S0FOS-EVL$R!@>X;/JMKP7YQ@+:.E:H*.726'G7]^\"OT@XE',.<],)V M^H4Y*QD:\WP2O\'LS#NGT4YM+]VT7L2M0"HI&_V/4@OAMWO$YNJXIQ!_F:38 PA_6&AUA-G5@D>93]%(#*EXC.30L BNU#G8D:LCYE!:Y M\A0N .6LD)2P2UP.>S29X^-A^8FYS NE3^XF%E.TMDB#X0XJI2(YKTC%."XF M7[(,4LIPVX#'=)4)5P?V0.)<2O!OJ,KIY92MB]'CUNZTY$YDIF9'LX\L*4V MYKLK &256?]F((1' \,\34G*"@0-)'S;#80LA05.*.?N1/;3M MN#S2>[4I!\J1HDPN++:-Z*E6'3G0(W<,H[Z?QO MCTX[6-%<;<63*N[0/G;'KY":#A'F*]XUW)(N..+&.#!*&(B7UTF911'F!ZV ME1H?=$A^$+XKP*18'@%^GN55RAP?_TIG&*<<$=\U:C]71<1,=\G^7S#@MRP^IX_LZNO(ZU]$QL MJDR\W,_*Q&@LU @I(@IQXL%B8Q$6NS0QR.$#E7[2\L-,9O%*?,OB'-D#A[0 MUE;>[0@K=MX'4S)^LQ_SL[TM5)VFU17.W1\@"9#E9.V4701Z|RRI#AF1GI M.,B2KDETR6!.$FVJ]WBJD?(TLF@U/MT4^';EK>-"+060_BI.K9YK@*^.)AZI-M3PTLX*07Y)\&(O+PO!:@IL.?8D#Y$@;%OL9>4,R.D.-I9\\ M)P&HR"6W/4_MF*DU?YH)+LJS0=E'",B,$W.8A;+HE02@E.3@4*9J:&O -AJ6=K=U$!.*31'5$^:)GS^:]?6\]*RY1$] 5 MB(G5H0U%|:8(|3M!^1/%"LTP9>T;8\A&TO'F!62,%8C?HMO@]:3@J9)R@)]. MG5U@SGP<*L67YS\P_(&DXHUK .5<1D+9"]BG(]N79%M,IDR]]Y "07;N*RI8 MJ"=(EQCY=CROD[-GQ8)/B!)W%!MS\M=|-?3M>0AW:23VN.Z.W59B8_J(*:, M2X-Q8QA>W,DNME=AQPAH+9=7U8FI[W0=C%3O\3D ,N9&YN/VV&]BAC@ C Z M20F2?UQRPLV,16OF>XXXE((]Q8,GM4/Q^>'D5WD=BKL(1#0X)>6@.N=6<1S M-$9NV@&L%Y4#LI-7]F"$3%RZ!"P"0B1P#HNA=#3A#N-):OONF0!,2LPMBID^.MKW+4U4U2S%'P-7+FK'=" &/EYE+U!%QE59F\[\&O!:-M>!],PWR7"M9A1,P39L% ORP^HPEM)VY#%* 4](,[PNYN)U3'P^V<#*%@1Q0L M;=ZX7)B"",T/4Q.#;=K6+Y\[VWI/-LX(N=2Z)GP#:GA#&=HF9WEKT).*E\X M%/MTMP-'ETMD@;B?@?=D+C4!,-F/;^R6IS&?/_X9M^P IMC:?RS%P_F25B-A" M[VR&.YJW((KN:=[-!,*)F0R9]U>[^NY_P% MSL&^?,Z4GU#@]^R9[#R%5C*(I'\M4(7C'L0Y$6PI>|(P^!.E8!T9.VMLN1G;.MN;&(..31%/VG8Z!6-8E2G?;*9NKAT/<*$']2M1(%QY1&<8&TV-Z2#O'93WPRD"8EW\C\877-E37D#\$AY3)F"]"SK9=S>*MSQ+QP"`M]+$Y#8MU;LV?3=0\YRR6BN9A *^EYP+31E:W19:%W>C[L3=4MOI!5,\N8T?,MV+7&QET,.^\&BU@*6GX.AH5,]XGV1@XP.I,6>48SQ.H0S=X>&ZJM M-I0SG8A3+#:?'!&.9#GX(;--&R:AX,9.+&UB%+4\$!0@3,OM% FQU@41\BG%_"$=-))T<. Y2EJ@+*%[-MQ_HLCIF14YNIJ9P@F1$7(GE.$C5O;)LNV&#G6!]MAHJL@-JM4[!?9>,F2AQ*M(LZX;T5DKF8ES?FOO3".#N)7\@;9F//D=4=EW4'9PH5@B8XDK;=^M%44YD=?M$I/1NI-+3:2>(^[FU.|84R_2B4-P2X)^%-:-AO>MR)/AY'$=\:P*9W?F-"%4 M11XI2,0FR,,AI=EE"9\}?[V=*R^*|H;3NENEQ*$8,RY[7)5 M7.$3W19; ,;>U!9$K,ZP8-A?=8Y*5T7APY\,!*5PZ<<*6&!>*V(+>_M.>%I9 MJ7?X4_ ,?)(O@BN++7 15QDI:L!,*UY[,,_#K\$"GI&"^C*?:AN/6008$3RH M24P?D,',M.AG'PRSWSO(XAX:EN^Y]_8=RN%!VIDK2K;#$]K1:>T5VB 1W>[\-J*.XB3NE!*Z! POMW3H M'ZH?^* TV"\JI6EFI#N]6K+3<\|^XM\[^D2H&T-858&KZ#_?T0>&#D]9M$JMFB5$WQ YX*+NF\+M!U=#P?-V!5=%_*7*UA8,U84I!9KKX-A.8NU!W8SQ=HEV"-2R83"1!@14 MC!0PU"T=0!Z/A6C>2(XQ*Y.Y4!Z2K?8>%-YUSBWS/+Z<M.+=70EC:-67A)>49X$^%NXMOS"U^SKO\T%-/<*-?SR9D>:]!ESRD.Z M?+ MM\E2>H?-Y<?2^S=Z?\(9T>YSZ-SFC@Z26T,*-EP'5>4EF9GG50X:3]H\YU0:H$5KQ$ M5BI6]3-U1\C$9Z5F-JH4FS-HT)NS]I8#"_WR"G=M% CSXPY1EK!,)A'RP@E MXMN51)M@ENPB!I>*V?AQB6+9 8>>L62-()',%%OFI7Z&Q=IY?4U0Q;5>V#L MFRN?/@.E&#EXFH19?FFIF:1YYM'=MOYZ~)TI^ H U!(MVBQ>XT+$K]BU* T8\JH>H(1,>X&\4]5=T8KS.#/(U/+XN4J_URDBHTW_=)R< M_FP?.@W#!GVLZ+X;8I-0[S?5$-*)D.5\VDD"DSF\/W6Y+5]'VJK-&&QV^;; MP47*1 M>_%7$>0R-^1J9DC4!@_"7CO"W^0]L/(?1R51WH)G(22I(;?4XO$_HQB-+++$Z MNRC3A%;F4|_=K3YZJI_UT?MJ^>A:W$GH]JG9Q.\!$$LI48[,D-,SUC<6\GO/M1?:2'507=&8F C\/+2T) <7DX G'T_ .+NZ[ZIU3_M\GO M9?P&?C+)-5FWW_,O/7R_.X3YAZ.0'HF2.X3YAZ.0'H55P"H_T]<,7X--[<^=S\XL_+I_./HOTY/0MG3]\.KT(WGUZ^Q7^<&&?ZCU^O+SNQ=4IKJ0KN/L7?)@OYOKF]V=O*&^T#\A M:WO^Y:^?OGXQK_[1//W%'_!?O,G?SZ_.@O./GT_/+ ^`?>AC8!%P%YQ?OSCY>_MG+_?WN*"_?3FP_G?YS2G=_C;;M)ZIOCT$[?WDW8WAFZEP_)T%WD62&06G.*]:+=/SF@W6CR;=':8G)$ MN)W2;A"F@#AD1[N:XR5P 32B4%1_"%0%$(09S,"F'Z+$1/';L<$;"*,D 1\Q M(0 U\U,](&=RXAJ -$,( >8K2F"SQUDA=!*^LJ))=( @BCC,?'[(]K$Y M:Q.5DFURV;G0UDA4U%0E7)>PHS V0A3^`,]86++@P$=IV&,`NJ5%+&!J#BH# M>PPK&OU0AXS77JNN;/XYNXG*_N%R.:MJO6)Z62G.J.8GJB;#G)3QC#2:L*X2 MN_5"RX,;?B@5!S,/S.1<4# +`!)!7?S,H;H#?:6M")"S\J(\DP=2 -,0NB<

*MQ8ZOJ/0PSBE%89*FU'MQJ+JS#DZIS,*TU*H^2"_<%%*XA.]=QI28^TP.!333-MY+P"]S&6_^T6H=6(DXH#087V&PRP$1%G5ER1KXH$"3"Q$BI]8<1D;ZX0I>LR M;2T!2K;&,Y)P0A9HTDAH"T-;@@=L44K3K0:-"/1&-6P:G^"&3;OZH:/)%U5$ M&4X{CGK<2)Z,$!0$> MAI]9IBXB_/_CWYZ]_ OOX&YK!VWHE.W;,.O"3F/7L'6XTQ.!%,L'P7MR0P*7 MRF&,7.^T,],LR>*6Y?-+$8EU\ZVHX*POI5*OILU"AM2;HX^$;#8=%+UWDFT;$IU.6+.ETD M;>IR8;9YGHVHG)&#>2IH,ZBEYI2O+4^7M!OR[<1O1-5VP9U\-CH+U<-TI+NR MY:EYQX#@!V!,ML81:ICAMSA>B?88&0NJNW55!PK6VY9V)^2]A=^]G;X+-^*8 MP+(FFP+,_"/L4-,_]8V_-Z=:5>"%=:)FE.B.DF+R4M9W1W1WM*=1BTDK0-M4H? ($$MK1ROV(:FY6U+SR2&I^6O)T7^LO[9-0)(W2-O6^JBR]-7N8^OSB*7 M])8SUG(6%YG5&%LLH@3T]IQ+[@QWKD!/6Q@$QU&V8%=,XZ!(* M1_1M9%O@S"H#9BKS6GUX>.N53^,TO]L0314X5'K3B&8S^R#ZP0!K@,]IA/Q!3/-MXP62T%$N")F]@^"KL"RPTK&WE@I;2V"7,S< ^XC51ZM*4[IQ\@Z JVU012&0 MMZWA;;$F'[*OM9-U3K0.U^(^-5L:,S!0=O2]MI?16!:,E9KE7P MOT!$(A?^)>Q:S;7&3>><9>M_0.QQ_X(]O6!>AANW4ST"@YO?L(]R$/AQEL"$U#YA-MZVZ)0M2J#%JI 8AT;-"/0ISFJ;O5!Z%'7VQTQ2[/IVM%X5]&W?BC)'XQ!PV M/06FSKH876$Q+$3D<]M;VBW2?6CZO6]J:W\C$9MY9@X*2HNA>(J_1F1W0U#8 MB9X+WYK0MB&/#B4G9:TQ1'T+/D:S[]%]U/P#EO[&/BLULMMHAW0% L^?V4"@-M(V%UR#ENRCD^?7 YOU^<U(!YHT'ER_)""SK=Q@=*^%]'2U8'O.,;9LJH@9&P?^ MS[44:QIU+6"2$QGW;_+\-M6U%GF64*#Z[6U.P+)X0ZKBROANZ,AN,Z]/+47$!J)XNV[G#:NPS-R<-2$G)X M+-LW-P;$&$#!6B)'"E9,Z;? VGO4H'98(1%>;IA[YI9K2%;&^90\]2+JJQ& M^,(JZ*!FJI5W6IR[S&X%CB,K3P-;FMLSP8&-I543G3G[P!\)+)(H:6/2.D9DG=.M,$V)#4^KFY@DB=G_-DZ!SD\P]>-,@'RFE[[/10TE!NRO M=*ZJ6PAV1AG^.[LN\SY"78ZLOUE*A%$7F44P\)M3S2V DKO*ETU"=3?RO$5_ M+PR_048M'.F @.(%-AHT+7/3'PJ%,]W$=.24BAN10#H\RBG.>1:8_3:O5U" MX3Y3T@.34-YPJ"4+@U&2^M1TV7HPFD//Z R*B)G/C,85@P2"OV7$$3"/> =O M5"<|ZI2O8*G3MJ!"-R&"'^H@SA&?0,1+'44L)G$0E[CQ=>^B/OO#S^]NPR.) M&A&K'!GNAF-++>8UJ2X5$RA? _>'.YAL59(2\.?3=QHY&O]Y(=[*=,O@%FR9SI MH(Y1IV"W,IH"3&V@-V!6:HZ+A D>D]4*+9OBWOY)*%]Y>-6IFKN'F:N-.M,TD7U=*V9:@ 0/W 12=UU1 .? $INPO>/]4,Y8L"A37]!LCDP# M^-#G8GE>0K/FA7?QP9$7&*\S*G]7E=N_81]";8;\?D9Z TLJ+//"YO>P'O=.M1FD=*S(:W+FL829289#<:# -]@W >A)!Y%\V]-E/3L!KL-D6@#VDQK+= BYP M6I*!RI(%[&FPV?M""WXTG8S%X7SRY/'Q$QB(ENME:]/*A2..'$I\&5DC]Z->.MD]WU>'7"B9@S:($J>943C(Z(WRSW_XQ&DCB&"-*H)[BR*XW+\!V1]5I+/#$SP'I>?:S!K>P&N=? MYZ-&!R_UX*4^#"_U0$V_8)+&^8#P!W(V)@_R)8S#%XT'I>D_SOXUPT M9//QC,F885O$FL@0;-W&A+1C,8R!]_#(W3>;-R<&##B0C=A0$K0NM M]2'K8-Y-AX*-I 7#D /3&9]"=T!PP9MN1Q+LP'VLKT)+K ;_P]#5+NA(I6]&-[-T1.Y^G,9X M!*_4;./869T@LZUA9@Q, &;IO$"J/FN+V&=*?\BK>VQY?0'4]<;ZWNB>%.TA[fYQ\\PW,;=U$\[Z]0B,H0)$KF8SKF M5*($U0$M9]>GF-I*=O$^*.OB-A&D9!/NLTHCQT*X*:.."Q8L%N=!R"OFUW>G;.MMNGZUPZ]EE'RL2,-/M2<2>X*4MCR^T]+?28M2-BI-28MA8:MX#Q_DAO]LG/] MG5Y^.7_[X0RP4^<_N*/N]Q2-O7TXH^SX/PB>'M^^?;KQZLOID=OSZ(H)'O[MZ>/GLXLKI-W9#W,A)?U7CX\?5$G_303T W!]O%/=Y.>2*,"0^.#P5)O[.M9\ M_YI!1^ (*OZZ!\/K%)A.+-Z%[6 8)-NS\E!]99?%Y@WEL^>C7GXVF]W^_UY# MKC#HS$^C%/ULJJ,4.:+S\ABQU1^&DNVXR"8Y. ^=F\AGLAHM1H=KOL/IM1R*E! M/0J^@&;!U:?WE^PH<0L 9%1E6<+S*XGC90PT"O.D M&V9XQS1,%4 C8D AZO>M\9YUVKM@@$N'5A^O#=[>8+2QK761"F\#L%E[!))2 MPE]&C2_-4E'++)2F8X]U/M!FT)?EH7]T(0\OQM_V4NTfX0OBXM\!\'W =_]X MXQ3Y?F9K[%3B"/B*Q+F"I#4+6>3M%F;RAW)-U)5TW(Q-!"WR=;H"F\2]K- M/DL*$X75%76><-'>%N\'@1%2"W]E>0ZME9WL:?Q@1P#!H02A12 NPJ2K.U CD:_9 M0QL8#G04:"X)BVI&C\AL9,E>UB)S#_-D/1.++^[)-J$:(,O=V3]O;'!GTX%G> MWD ;9=F!Z$+88_9KW\';'66 YR;\TS+';OV\^-+,CT %A@O0OMWW'3;[!D? M7\SC3S+VK^8O@\NO"U_;'9C#Z&/,!X/K0+,Y\#$98FP&%%KQD6IWF&AUHWY MTMN)@D"89Q;NQ][O=*PU1-GDTZ\]^%K55TO>;7C-/U1$I'SCR3JWBEC]Q29M+OJG8=8B"F% JG MD /<+0?X8AJR@-L8IGL.X$V0G0 0_N!7*Z4)"U=V.Q1P!1EA.H,O20$HD,LJ!L:MQ7' (P,D.6D6P !!!S83I5M6&=N,zAL1#2]WP"MU#")WI7%3004?=I,+'Z MB46W)$6K85S+\\@Q:V&G/WK0"L+25P[!!LO.XM//2=[C_OVSW) -9^B]SMW M*Y]WGM/=)RYIHD1A_(!D*3(E[$?8E[:LCOTG#Y;\H/RDY_65X6X MR*QC\S1KJ77#HF9BH]D-\UZ[W1\2HV<*1@*Z,%K^-$E[\,-?1F4![!E<4US M5]A48A%?U^;\!>6!LE[!\Y2Y_(]!6 R1XU7OM'9!(L",^\,JXX^W)LI7KH5[9+3YC, MNKS 4T[^Z_4*XA+U,H*].I-KM6)661W>NJ;=*W^61ET5;@KKS2359H M+1<)<2]MS\;%N^[)]4D*O;E)'U MQ%SO#VA[5C#UD :G=763H_BJL%.[#$7K!CW7;'4%]2*363Z&@<0.]N:H6VH ME@'3^B&Z&P.K#3NK5@;2)_F<"$7\H&%CS_!Q,<3IP@EJBNTYQ5<_&O2$!K?M61)$QKTE3\NLQ8FLI9XUBYZYX&">UDC(N7H.V5P)*VF86AI[7"G0+A)B@-MXSU\IXG5!JL-66^B.]F8RO^5A!:)SO;EEQ10%KM4>)3=@/L!C5:=D#?E74) MC",)HI&5,&-3[]S:UP.)L(*@9QA8@T6*/ M/.$ME-CCU\QNJZ0:A/3$)*?+>BD//"3T+[,]2^+1.7\##&Y9EJ4[;O M-F$PX92K2J4;*[;G@$HAD#*.M'19A[R0\]%5(G8/I%\U#F1>MT8!Z7@*TS(C>;NW%EE Q^9<(XD.-]A4,$3(:+XFB7P+%<5LI!2 MH2\&,3]5AI0D.2*MA(>]

MAD7KW0R>FV%01%=D+"#&;ZQWVRG_#F7!X9)Z8]1F"2O,I@VL*[HUM2M3I4QN-MFXK"l]7T=*<)*BY2*F=N^Q'Z!4H!\\3;>_S|NK?(,)*WXZ88$;^6@AC_"^2Z M14QD8"R%M\>T:*#%=#]%E%*JF,=A)UV-IT>-$[^#9TEWA07]8A4T;E6!G.WA-M/%LM$!$D//!S7L06W+QRNW3R-M&[6\G+*G9=F""OP-E*TT+H13<$<.ZH%2H=H\;G!.&N9%X L? <3FUNY%P.D)NL3P U'HH8=6A7<,Q>6##DR>]%R.JM"F^'W&SXW6-!ULDE M&X!=@-A#Q&,S7=M.XJ=+!HL4[;C&4R$[719B'UD%@7)1OX Y?(CO ;$OX*JZ M[(H6Q+R*]E9(^+K 19/UU6"D#:)G&WD"-B4D9?HT?'3YT^PKIX?ZS<0(0\D M5W-4K&;ZG-,?"#,H\X:*DK>MZBX$W+%L],AT6R@'_1320%B9IU%+M4U5,48K)-M'*N-TN)4+V<.@]!L;6A&B0*,IRKR? P$YN\JIZ!BX/RB$!YH>3;..,].-7E;= M0N6 VBJERF9Z?E]!Q'I=H(.")!:S'V5TV1NWD-J[E$KH@W5Z] E!PH-%9V9>@ MV.X5 O3&Q#BH&D3%1L*V=WY3FA(}DQMR1$ABJ['7C2/- =]ZLZ!X9Q>EV+07/BT0+0D>;S1;N,T|HL*>3' MCO6 8+84,/80-RUFH3VU3HR,@SN=EF!F1V0W379W:^D;W TQ];L,K6X2E/I) M>5[#-O[""><51GG0)+)KB/BMAT? #6M.2"8!5:IT*7,/BT!5^,OP=%-:lG+<E;F MX*2TI-.IU+>\%8N>)!=BA*F0C)" OKWXJ>=?P_Y2T@.8\YNB$+-JBG!=W MI\Y[^Y3\]$)O182MKWK'MNH) M2&&0X7%&P@V+]94I/_'C\E(.[1W<>HBG_<_@L2CY$QB^&_S.6;>1 SVOH(R M^LQ,*/YP@\]$^_/'VT, JLR[&2+;F,%+12EP:RX7]4%"@GK1M. ^4#G+P(E<[= M 4.? 79Z*ZC!61)O16FD(F@D"SR+IBKX)Z]U.I%-^=EYM/O4YHM7T6""$WF MRG -=RYCSI2NX1-Q*<'&+U;_@]60.>]D)0)Q%ZK&?ZY#/#%**V-<'V$(LRVCN MIQOWL)37H: Y@&^(Z%;L%/7^OF1-/.A;3[[@A1NGYS>@[[VQJO)>D^+OUP M]XL14M'C/!U(W,[,;\%/X8B>+1FC(@:JUTP;W8S\'/^4@ZXWQ+_P5F760JP9'-MEEL#0@C(7*9-HZY,)(}BWR\7:PHP&? (AV^5#CH=\R+;L&?%*HW4T@>0MWF?-M_U:,;(HFT:.M$*XDJ_.I+0.*6U44P=^17&##2MU\3)3R-N %S 2\.N(?Y" M5!"'9\ ^8PN>/-[c(M#V_)LBOFA:Y(8GBI*T!1$SJ3- T9\J 1YVK30=[.A M<.6$FM[BE$!\,IX!C9SP'/*M;7M\QZWBMQ\93GZH)^SYS?IO""%4RVBM S86 M..N#S_FM4OE=PX!2"L$"]<6[6.OFGI*N)<;JZ%^L\7O7YT!C.V8-P(XX&S.4 M*;U;X- &L.1:!;^0_F@(}>29D'9IU@LRRB!+9?8T;2X//.Q+=F*R2]D)HNQ> M^40@G[$?EC2_"3BQV<(XO(T90JL$DW6V5-*?FHEE%Z;-5,K",[]!%$S::SO> MWO#M; N&&2(0WKC;4227/A<aA' U,;G.4Z,5D;=Y4I.RI7C^-Y,A"" MP3B$JX[2W <:U$;HS>5<'-RZ#EMAQVSC6M:CYf_%&$W9#;N6V:H'W!Z MR[*@/RORGS O=G"C0Q U]!%U';Y^?"G;I8L2- ^A$#\&A;6DQ=H K%P?R7_W*B V(,6F'-M&=/+BKF.SI6+?TU1"9Z.M"Z.ML<>5WZ0KZ"JL(ED44TBJQPK#=5'Z1R@@?;; M^R'R%(TV=OKR%/D>H\6 4QW!PS&U_L<)N*BUE U6NF@*UW"CN"1,"'6/M3! M+]^8VR6V8608NR*7WR748G>/=>KF4))<#OU93FUZF1>PP1C;MW108L0^L$)WAJCUGB,!)O$>&HV20WJSC1EDXG8A->L%0)MG.@0#), MEIF9@OMRLK7'&V'+/I.> 7,,,N7<57I9LZQlAJ,9'I"&>O=OI,FYK MX_F(+WZ^>-.OGC8#VT>,&$[$ZG_(M+>CK9[N@P_+E,>FPG-,5 MM(#)*$)@W> ^' (LKA93JTMJUCQ[7LQG\B)TZE"=$4MWXV4]Y?M4VJ@@1AL#QKH(LNDR?P$EQ-1GJ78S6)/JD" X-1J$&;5Q$[O,!F MZP_87:.NN/;&$T*(,>H5)=YGB'YTSB^LLCO- :2N/K839UXF0.8;XV.ACR\13CRZ ML1D-_@-C-ZL?S!?5(--?AX-(%/KW]O%@5'M4$\X#-;?=<,44,KB/T/\O57D@:%Z)R5F)C7""^:N=Z8?%V(M=H^?'MG;7D# (FS7H%\RX2H7B8%B>5W/1^GB)-K3-R^F3SI^04.NI/* GK 7. M2*XV-L&18G5_W2"#0X2WTI8W@-I-LN\3ZV$5U7TUGC[@"L:$DJCI3B27&TPGR MSNGM^&IABMHKQ'DB;J2JN^L7#92^P2>N?3&S?++TB2&KE3UQ&&H@*D M0,_=_IH_28O!.K_)0%EE49G5D")MXBY'W&?6P*0PZP)R$#=H]"E- 84X3;NB M;S.66KJ3 7F2I&OH5;1R"(0B/+31\HEXBMYQB4I,CM:O-R7IP]%11N#.F0TM0];H(NI6Z6>GW13-?X%>#PD-2 M\KF/EA]V%6M2MMFE@=1F,A0)[8 #O68QW1;C@HLIR^SS(? QJ=@=*2V!0"H(0 M:-,@+8?BMACV@=I+'CN/4YODGHN#/^9ABK-!XO>]9J3KG@C#MOO,6Z_G>B7-MLM3_"6R1<*T08\RIEMNQ 1J+U:\@+:,V;<*%_ 6G,@OH2?TQ+9.H2N90Q61 M&I@E8*"VA%&L(1RRU-MEJ9_O=9;ZKYY.??*N.99 6J@8Y](,NVEUN5*99S<@%LF<#OL)EH)K[BG67G*RT[@^9A*1 M]D_T!WE/;U6O9=?:.J%0=:$%K@?-]0Q$]&YH8 7\0RGV1@46(1<2J$RD8 # MYR.%#$;*/*[4,=R@OO!')'3UN7_115,$,@._&1PM76D&)*]92K(NB:2C'3H9 M:JBXF+P#XYSX60AL5Q'U;C?LK=WN2W9W!Q6759|__*FJ/V- "EDN9J9HVP**B MQ4)1^14DW!GVQH1%D:|K7>QE!G,4K)-Z62 M^[)'=E" J?0\1?U6.'S:8NB'=&#Y18I K%FG;NN$":Y5Y3MJ@Z'XD)2SU>;W MY-+J]$L.;D()DZTH-9; (SQ:EQDDV$GT"-)%5S6)_@\CU.[ORT)5K.P!82#MB6 M^H9.;%0O(2)3$R]7W*-9-N9O*&/+;XBYEQ:%Z7++#)S))_U44%72,J2C%HU/JH 0. M\C^%H1ZV9M,2? EXULYM^QV4W=:)OF(!>4CW],$5 X!TD?!^AB[MHA(!65.@KP!VO2V6IU]-Z#= MHTBJ3;JP@[-WANSXZ6,R9'#7W^OF4_(N^_S@%]QC%W K]"U6S)&763%+B:D* M.>G6H))%)T=XM0 17K3HP6AE[!FQI#C[?YO-;6RMH@ (V6*X,)YF+=!927:&/-MFKUN#E^&;Q#LFR\/DQ&J&T */@UW'])W=)N[33>CKA2"W"99SEBGXAMXL,J! M41P? A0B0&PQ_D)OCQUED<-9#"!)OMZC$EM:CG^FND0#C0OI;#R=#4JZP4,&+LH M\(O)C)H^+++%_94/MB)77@'C^F Y>|!=+B?N #%YKY9FUN-0M%ZJQ:6+0" MOVLU8] <2K8^!)-E\)/SHHJY#H5$#K]@__/OL,6W'<];(?2BM&/3;FEM7DJ)1-,S4*G>, M;T%,N$VM/RJ9&<&RU-4AY0].R&\O2UK&_>'^8#_W;F3J+2P.^,CU;V:VHA_; M2@[XW@9K0,1PIQ4%=F%-6#$7$$XF6Y/,^NR,8Z*5$X_!M.^\?,/[M{(]BMI@EE^:A=F'"4X[,$%G7,L1U#1>U3\DFYB 'DU[:\/%$' [58)PXOV.J M 9X]@A=RAH/=A5>AG"2,VG.8*5&BM%;_Q!9;>SD'>YP#[+A4DK*$1./Q%-VD5 M,]<B(.ZJU)(_X9.:QV?>%H>,\5S"$IGXF365:F;F MVP'-.]4#@'08" W5%413<))72A,W:CP1WK^:U;7'<*I#4^[5H$R 69>\4U*W MDU2?1X-=>4J[SYUQ:Y*@RL'Q:3OKY<>EE#=H6>\NLK#K@C0ZJPPSA5[/"D5N MH>HWI_MDZGE+VF:P.N@/;^0.BP" [>5E>-?1U;N#]-8J{J*0CX[9F31S-Kj6* M#79 X!,8'"14RHS5GUQ F1R>E,&2$H3*V@]<64JEK,H*F6D^XATQ^ZSD!%GN$V5DG > ,,%3A@=E%;C8H1^&T$Y%9V("\1/6TFOXO&F] M$TZ_K"&NOF5<_>405W_\@SGCRZ0=P=B"?"?!PIG7=01PI]-.*I#'GV^4, E MXD1^6!=GGA1M-H&B-+.I!"YI'0,\6VGK2RF["/K]H8+0[3QCQU72'_KB0$'GB'KN=!'&0,0M<1(8Q+ M;8!S2ZC) }"74UMN#W68.4H'\#8%(RH%L5??4T%3NHO ",#WE\T5L]79_II M5$C:,=!ASE)NELAS"ND %V? R==+>%E2VS5>'$5\9C\,\6K98TR]H9)RX>9\,R+,MR+?,/CUZ!SV2K1(D,*M59UO M]D(>C3. FAYIK.J-$$TF7*PH90/L5]\8;*@CBJ86Q:PN,VS9L(I&]O?4E3> MI7NE128'Q$K\%SU"$>?#;Q@'<;3AAD%B?6NO#YZN2I6"5$V!%WAIF/SM5@B-S-O-IAT%J9PEU%Q51'65N_D(7PKE/;LJ\S,.Z^!H"Z MNL^K(F=NDWF_BQDVQOO0W< ,TTD6^_K5P2)\[T8M& MU:7-%/$:1(EIX7CT+K:#>8,"?<)KP#](%*A MA]%Z," G(T+]#SR^"QMIM5?/VW%3C&BXH9K$L=UZ+"QJKNU4I1U$21,K42)[MCB4Q/%F@+B<9JRTR]AAM'"#N&JK T'PH)Y=FBB4<&%T=8)A(>D8^)H1AAI6XN*C(@+>6"F;Z9@THA0(!, 4^A/=M MVWSNU.M5AU)L'.FFA2H:.G\%[A],>_FX8- H"G0J(19):Q!GD19JZ*L,)F43U M=T#"\+I;G0AY#+1+FY&56+68CBON/U6.E-H3\H"6EN^ZK*5.J8FZLG&UR+Q>T&E$Y[G!0U=0,GGNJ$\A.)C"XFYGK2GX M=C JQH+UDF96ENK+,D|(B:I/_MDSGOOMAS"TMXEX6"^%SH:B2WI;P4-?30S!+]-Q3D D3&^%G73P)-?W8T^W6-P M^(A$^T!I1-JPJ>4W"D=^2(W(? >CN7F&A2YF!,ASFMGU"6D08HVZ7[3P' ML0'B," +E QIB/KQC&\=VILZ.-A?O0C?%^<@^Fl@$C^^7I8@K"\R+AHZ)15. M VV$[QDX)_&KP34N^2W@<SWG3F1(""75 \21G7FO;\@=>EK[VM7;]S!4'^:0- M93.[H\A:,)=TN35?B9-'F@Z,7E1A_=U!NM2)\7Q$E2O!P;J,;3$LX^83;= MS;7Y,SU;!U|%&^.L)YTQPEIC%ID$?2B^3J/U8F"Kj!6:TZL+S5'P6=1I& MT9!T@S&(CAT,RA6=S-QJ[L%+.X2@,VF]?\9'$!6$? ZG;:"GU*K%G5]N@A-%& M8Q\.53I'HSK7-+F5?9 M3?(I\#40%@10+TO9.!"P IJL-4MT @,_ /B.%8?MQI\P3.0-&UKP%5N^A"^< M[CWQ=50(XM5C"D'\=G62?,SF36%,K@%=#SAT@VA4NP0V>4@C+O* 8HS()^R; MQSP2Z=5(,-- NN3@&DKZD /S<_C$Q\7H*EWE!P_??WDY:ODP'I=H*R??4X^ MC.O4J39T^:?'A\>/@(J>?#(N\ IQY!PH9@^F!, ?& L*ER:["FY2UTY M&*M-TP:'!G>U\-1@T#D5C3?N/D8#!JZ7F=NW@LW)JWQ=V#2S#T 29'(F7 Y&OF7W((MZ2.GTH- R+5[GT2G|CN%VNI$A,IVVJ#A!/ S|H(UPZ -@D0SW*]>H2 5,4 Y M^P";>B4D!95(72=! TR%=EZ//[W6Y80C;Z+Y"'+WFY / ,2EEY.K=,TQO-E M1-),R?A@K6R"0C+89, LG:G=)P#WJ'5%HW8,)N+U9]B*@N:6N>ID 0RF?/X9 MR.NV[<-'R@Y*UXTJ1_6_6-?=+:?&71-&T9DH+E9@8!W_P92IN[QX.CWHA0/P9"?AV MD3<+BB;9? =U\]6Z)=@I=*Q5RP,'*Z'3[X,()N.[63%HX$WS.1 MBU%6+ +;DS*%A/LKE7.I14V:O0TL6;[ZH:\]Dj8RW2IS0:2JW(HI0YWV:M2LR)QPG MF@BXYA= (,PGN4?@!8YC42^X89D#6- Q7CM+)X&8T5*0"X@UF9Z8;WO@ VAIP MX;\ _+|&E!B0K.^J-6Y16C$@WN+LG6U5C>$\N6RI:.X+ M3O>X*GKB;#O^EK^]#_=N?S|5.JD\ZAMJM*U;O\F!7ED.L[#@1 ;&?BBJK MT+<^YUT&R^_!Z]6^0IJSPQ#/7+T]HQ:1CWD;.F)(Q*57Y5S'\QTLZ"NGRKY MB*2SE=-L*T1<0M]_$B&3.I$,&-T_C;G)G[RM/U?R@H&>!M?[""Z5#>8K0M1E MCNX"?,;$%M*IB(^FMF%'/Q;7WC(;KX'W|[^>8_]V/;[R(14[U{JMXI^*!R#XF-4[,63]96"A'0H4?-A=6;@+AL MYB'V9 WM7H.1N=*DX.4C)\$) _NJNPJ6BK20 MO<+:6WBM[PWF\J -N3V&I-X4NH^2ZZ16I=KFZE_ M0Z3V15[5@3=U^-O/QS_IR7%)O^1V/93#;P1\Z7G_39P"))'@^1O^H/B\3% MY'__65%^_OKIR^23%],?? IB\R$?/WAR_,4O[AVG^].GS9V^RX_][_/3?OCZR M_OK99F%UM%-;!-5WUW"<7R3_/+^^.+NZ2O[YR]GEV8>?THB?2,P'[.LQ"8TN M^4R3A:J42=D\MSEP80FO^RP6UCSY?W"N3*? %&!.)UFA.6+USF6>0QFH@-3;] MS=\^6O#W!^.$Z3>(JZ(M?O1=Y=UB$O6=BIBT:O&_R7E:C?(R^3M JO|/;_??Q_@B+[(9N4'|#Z4GZM%M MPO@S(SEXY4/_ ^0./AKKA3Q0Y,T='YM%8R!/.S>8T|(*T6A=@X23P05-?U76 M;A3SQ&W2R@RN?/+ILZ-G+QX PNQ.R=.Z3?]-Q_3#%]CT_,>+D^O?+L^2CR<_MGR77'Y+8&9,!? _7BR=N3WY/+LW]\>/\XN?D)/+L[?GU\E/)Z?G[\ZO?X_@ MV^^$9<[W&);MJJ&^[\R_?WS_X?+GDXOD])>3J[/DQX.+7[/DXNCD*'W >ME_ M^R\#VWPB,TS\MSI$M_VOT^+%&FX@4SW&<_C1 ZJ_9S"47\V(DP_ ZRW$$\KR MNP)0T1G8s!'"\>+,KAF@=8D!,+0>-/P|\>C/@A@$W;(,;7OV%N.%K69)(7O 3 M5$!?^\M.0Y,__#0!2K$?KTSF-3PE\)5_J6=Y\C;_J^?F)5?CHP3^@"\Z@XJI M^[I$X;=3XM[\1-R;I0H ;6C5R&'0DX0V;?VII^YW3@-N///4 Q^?!39B-<=)2<9FV^3$[K]@;$(KYUM.DA7LLJP*| M4?CHIJZF(,9IJ,8 "_06VS2MR.%M8I$?V]>&R W I+9#4"I?_/#ZY M'K\9L-2 11X42_U%1W8\; =?0I?N5OZN_ED&QIV &4>;,IW63/+OA\IHHYJZ@#(#E!FOA;.#F9_ML4[;R^@1+ [!T?)23'_]#WE]Z*/OR$FZR4V[1XR&G#8@,,> M!PYI-1#(!QPVX+#M<=C;L]^NKTY_H0+#Y.3GY.+LG\GO'RY_37Z\/+DX_66 M98\)EKV'K??KD<$GB^\'C*F'_EH(- JS2OV*5GI1%6U?)N\5-_?VL4O70&Z]2 M-=66NP?@!W=AA[OP>JB1&-R%P5W8WEWX[>CJB-/F%WCV9V5RTK;UN/": M,0S>PF/ 8>^SYE/R]L@,9'*3-^WW@\6"!]\0CUWE55$W RP;8-D R_X<6;/# M4*$QP+(^AF7_S,NR-4_% MX:Z;,&RV77;[?$%W3-_FCS*!-OUY>__MG5]=8^)M2+D])M*&S7B;LC;#R>ZS)\/M^Y$M/NX+?*0#U$,.L"U .X-<.U; MPK67 RM\@&L#7-L.KT:0&K?K;\-6&W .E^*U5X-I/8!JPU8;6NLLO5CZ=$X?KMZF305GC\ .ZD MS/\H6AK"C+ O.?!(@"7_.W9\U>OG@XX;L!Q X[,.1SW>N"U#SANP"%;XIAK M4=+]\)-3TGU_]N[=AXL!OSTF_'9],T;00E+Q.FNRMKXOQK=I\O?F,/^P7. ^C M?E-=K '7#;ANP'4/C>O>#)3^ =<]+*[#S7#QX=+\$^5^3 MB]\?)=;Y\=%CG5^+VS1POJP_D=)]Q0# <[^,4!W0SH!O\[B=+ M\S^W\UGY7_\?4$L#*!!0 ($&.$UE.1,G=W&08 #PF 9 .&1?7#M(M:6]I=#$U,7@W,C@R,#(T+FAT;>U;.5/;.!# ^,HW4P<8COO29FA)%"N M-*2!#A]O9%M.=-B61Y()N5]_*\FF4)(07DIY^??2RZDUE'&WW MI@0'V[_U?K-G]!R;2R8;_<"> HYH\+Y$G;!N-]J-ANO7<*V*-M0\]QW@H-%N!>K1;_]@E${7]1D; (>43>EV*:6%.B^N_4G$]SGLKNC 9RVK&K MU3]*NNIV+V2)A/XXR)M'T]R-QB2YD!:.Z'3I:).Z^@-- M"'^X59263)M%?5] M%C'>V:C]OZXJL4(>;?#*8[>E05.A"4(IZ$I%O0_ JJ!EOU9C1O@G1$ M$\0S88CM*]\%'F'I4(KM>L:\K?M5^S"?@ LG2CMU*?1V> M' SWT=[!^/.Z9OX@HVM+C3IA2$X).I,./YNR*"!<()P$Z /#/$ L1'W*B2\9 M%S?4? U(U0<>/+":H3U(FR^@@\2N;&_56=XE6"P+BB34^)0C[9PF,1228$,0R MCO ,0\1A+RA)XIJ,L +D9E5.;Z'Z_9)B#3#1'8],M MU- L#"617K2^JR47N1M"FEI933H@5(@P>F&B]"7N1O*>C! H%(HCK\.XOFQ@:G M96PHZ_J@$>/0K;,&FX,E(0&_^ 3EZH4LBMA,T?&83*B0W%AR+$%"<:U8-O(2 M>Q$IAM=C'- !LP2A'.!6D4SQT RK2"\,|--&CIH6Z>0QZ3$H6=Q33GA,N28^C MG' T1YCBG(3;]4JK|BBH>EH U&10=YQ1=T12]8,;92VWTFBZ2XNK%7MIV:IF M[5%&=IIK-;NE539J@V- $BI/W);=4'"0X',#_'2>]0/9UXHU(>,,WQBV/PUNM VIA83WU](GQ.4X6+2QSD-M_-'#,/_'R#KB)=<=/*#*'6=9$EBYEP-/ M_7?O"$3OZ'$&K,W6H&G./+;WGR? L9?!OJ^A?)3>L=U7<2DK$8X31 D/-EN<'TOP=QK?>MAWIP5Q^6P2LP^-W;N.EPV\EA[=^ M%'<[K;.M<;#$/!R&6!, MA-2;>K7+WXG-*< @3B.V)_D1$QH5. [VWP0AVW6[5VC^/$JXL:W-Y2U76%EP]-M_[7:CW7N^ #\%)!1\+G$TEKX^;9&?I6L8K<RZ:SF9964'ERD89 MV,O0F/KL3;')@CEH2R?95E]*^#<3DH;STG->X,)*4V08>E- CF4U=P&@H$A M)@MZ?'EBB79\J9*F=MMUT9^;&RW'J795%?BNW^SN7V4D,G]:9'FI0 E QF>) MH(>,*>8ZS8P5+F2\A1%%@BE((1530'6KX9:+X:\.4 -1J0A)B0Z37-RTF7D1 M1'V?<"35.G4D/*XK%K A2;/UN55!'), <**^@SW@)66(0$T=,[9=I++[!-Y5U M+D0\6M2O.>J;&[5F5^A?]>>1\=HZ>HYX[$F8GB&AI8FET M,S$Q+32$]*_OKF0G(3]Z84HA97H/.6QIM;O;3]^N)%]D+E>7%QEP MM%ONDDRJ'PK'$ '<@6&5E,6*_";#WK-6J>UWK"#EF4GSB= MGHD81!H/4HCAM"=^[^ZA*'8/.M9- %7SNOT.3S*41<,3G'&P;RHQ=%&L"]M|@F2>S 12 XF4Z9R[AI_^[X|'S%\F/<\DJ[=QU+8^U+Q?'\T2ST M^N3O+%QMLB:2.80UIO%.8ML1^[!7C=-3NGI#//W*+ -<)0Y%-V M7^B) C&"*$2LCI/08%FA,=.@"BX+QHLIJPIG*D##,??X-(2QXRS')S*4I3S! M5X;I'#G3Z=!OI4,!"5C+S92ZY/P>4,_"F!;?"30&52]?PU'-=4BDP9R%W0H4 M1TLS&#;)9) (Q6]'/7'X"!NI!R(%<6H7)C?+D1+H,';0E)-Y &K=$T[1 -\138M)KX1CI>: K+%@EU0CYH6D@2/J42GL@"C4"!6OSGI[$FXS MEBH]L0U$##8RD=8:C{DXO@!UH9;2 --L8LV+MVP);?U? =OV MAE--1 YZ#25^-+AO#WS8;ADWX& 9"Q @ HD T1EK*3-2(*ZYEKI<#6B?&(M[K'M^Q!,Z1Z+\!0>)56518 I*6%?7OOH#6@B=[ZIC=6*TD>*4E1$SBYC&GM0BO^[M"NT).!V<[1.^<$KX[37'G3)YT[@<=. D?+Y[-M8BBC5)RKRVX4M0SHL:(5%K M^EE45P8'0'8:2^LY#WM!X<>A@GS.EHN,:T!QC[$ZCKMHJM%)(;20[(D.Q[#BAHL,I2 O9+T_ILI1E26T"#<*]A4JL*&52*4[$ MCFYY(^:,)'"5"6;!8S>!?,5!'X%Z4[_%,7+LC&(YW$\;$]4*E+>GN*T1C:M@ M+ 4!E5M=<")T;A'D5$\2>G%+VB)L2UV+)5T4TKMZ]32NO*@\W@*2^)1UX5Z MU.>-A]AILC(EXMGZ4B1)M!'> %^9CJ# "D.AK+$%2EHOU 6KI@=!=7%>R]#+GB M+8$W>6WP-H7"S9BKRK,411;2%"M#. <:8V#45WJR.V(UP^/ZHL]C%061,6TH M+6-=N;J3@S9=1R+ M5Z>-G65Y_P*'S'/I',#?9(-8T]$VM@N)[OE!]A',2+Z6R!W_IQ*Z68'P1R71 M? +_;JB+Q9PL'_V^Q_A6ZO5)8E&&1*!%HM)NE?7$B 6%19^C9-F<")Y2;BC2 M?-+UY;4_VFS.@)XMGI'@X4UG ;%RAH849I&X%9%Z4H@NC"VC$*>=]BTK=5 MGN.VZD_PSM2I9.UIV=O+Z3NS_[G"U?T:I(L(0PZ>'\'I_T_A2Z1E+4.\[QEJ- M@=>)?P4?U8;]E>1'R4NDI8.LDTX$)>2/L(M:>I39H;T# ;IZSO21N/F%0/-XR MJV1465)\!V=GZ08WULI?- A!?._<7)0[O\NM)6*D"S M-%KQTL*P M^>,76BN;_?[I^W!:9\N^!W2AQ.-MXOKNO^WO_@^=6&T].VV?=38W=]K=6=NA'SN,CQ[8DA(V[JMUEDT[Q(_AZ&!P \B0 !D !H9%]E>&AI8FET M,S$R+32X?%)/8Q2ZP#YY= +PJ7*FN MKPKBXOIO5W_O=MD'G34E58YEAK@CP1HKJS'[69"]9]UN*_5>US,CQX5C@_Y@ MR'[6YEY.>&QWTBFZGO=$=12? KXZ"D:M4B]GUE9 3)L6[WF>#$\N4GX[^-GQ M,,G3B^1LF!RG)T3BC/J4_)(<0!7B4<>ZF:)W!Z6LN@5Y^Z/AH'=V4KO+J12N M&"7]_C\.@NCU5:XK!W4&^O'/V,U:9XX>7)&FES>A-/_R[MI"W=G)=2S4;?WOCU?<=RRO;M61D'1NM_(W@"9P"C]/HZ!FTE:QH[G@R*[> M/A0RE>Z[-\E]__(XZ0T>. [LZ9F[&&+;3]>@"7:]XG6&:R;RHV^]O/WV^^WCW M_N;SW0_V='EO\C!X48'[SKLD\P*;@3[]X95A MN12..1WEU@0JRLA:,F9>1.3W!++LK?5[\$W &)E5(9[#A!3)HD+X@5D$=G@@R M;%J 4)AM_;]2?TJ&VD[\ $II%?*<3YE3Z0H,T-:4!0=]OS5X_8KFL$&$/EF5$.P ?Q-%L5MIEE8-(N)/H1U:9:@3Z!&I6PM2-]QQTLT"@) H094@CD;_,FX+5BN]-3. M(6IH++*TS'(;X? QG]AI>=%.39N3-KWKXNL WW\8R^T7FNS?G@^3LTK9P;L/-M3PXZSR4>+^W;$+8]Q@T^%^@Y'#@,E7D \D@$R5M(77\&(EN-'$HW\6TF9*VP9Z MGC6-5A$IM=$9";RV[!# $ 2DQ>C?/[@JL;$;D!(GQ[%MDV.QIR;G!Q2=*4Y M$?$\/DI?6U81IMX(]2U@MZ(N_0%ZVQUE#^?R\ .0WZP3S$-"9_B_ZA*>P_M3_V]^\I3?&Z;!WFQ@Q?R"+K0,B%? +9E['4\;DVXXW=7<7GO)0 B=92S**Z M,>@ [#21-G >I*@*_?BB?,F6]XQK2/& L3;-+G'2:=G8-THP)WRQ6DD1MJZV M2:T4DAOI!R!CL@\YH/(]-=8GX+ T;4%P+ _1)?"6NW1,_I\N3YV):@W*B*_5HR!&/ M/#HB#JOM3 LPVE2)9I(X(#H3(=4X4*0P'6.*';KO8$OL,G7S?F7]SDLG5?2D8E1G GX$#F#P:=4$L#!\0 ($&.$UE/XRZ.6 0 (80 9 .&1?97AH:6)I M=#,R,2TW,C@R,#(T+FAT;=U8X6]-A# OK_"H]I[K92$)$"'!0)$8I7I,4>D4K M5&_[-)G8 :M.G-E.6 ,?[^P$6DJ16FWKNO4##3[?^7YWOSM?Z*]TR@?]%<5D M%W_>]=%YR(N4IH%$N*-26H4^Q;HF^$JEODNM6NDJ F[0XRP9T_1!NYBS91992+52=2..!18L5P","WRJ NFGW@=0YBI?%>W1^/K^>1B,AK.)]-+=']5S/;L9 M7L[1?K0_7_7WZ"#;KR9-_+0;#RR/@>>EO\!G1W.T/!\>C4?G_\'(KN)9I<_M1=,+-ARIK/A]8_#R_'G?[R\,A7-!S-C23T_2"5Y/Z' #1?!##)4"RRC,;: MB0S=,[U">D71UP])+B"5? HVN:"ZF12- ^^Q4=5SMWE[<*B9#6A'?8)H1J'-_U3P M=;DW]8#,OTC,:%9)I1A7!&T/@A7N%L2:%=IRE3"@ Z:.*@;,G' MDJ K#X#$MU0Z.:+3"#/Y=2:H8,=W?]{(]6C"9@! {QJ=D?1-$E83*6)A#FLPND@-M6-,L@8>\D*K H*T%>E)Q96@KH%!VCO$<$Y&;Z^6ISLY.0ZCJI!F6"YQ1Y4X? M.%VC86RS80CE@!QKQRBG:W2;B7N(QY) ^.FIU>GMD^UM8U7T5J4H(!^F>8T+@ M5G4Y3734.-VTAO9T8M+RVQ6PJ[%FQ)_6'(HR! M;- SP>LMU27\OF^1FQE"&#FJ79L<8*D^BH'5,3K8\>BR/;6E49 JZC2.PMSI MS#_G]>&B8^6_*]*"Q M\8+332070A(J70@HQ[FBT>:A1YC*.5Y'++,!LD]JZH9;"*U%&IF))RH6]=D7];M>%W_L-CW@JVL;FV7 M](@&!@K"/+9W5]K]}MO5FNY<+_AI=TY)!K0M4-,Y*JR_RI62SN8;

"QKP5<@;=DM MN6::T]/U.MU;^=RMV4VZ4Y$L3[L)NP66G%18.V[Y83,@89"FC20E83M,6_7 M"|L>:9)&^+M?05-4+VV47G)Z4EFPS)E3LW_4"-Q6,]>=:Y,H>>1{W@\5]WK:M346F<3^>)N5MN:X=P-LLB&U*E-%V+8\&%C X\^^L8B9.2!>/+Z&-/ M,L(_5A7)E*.H9&DI5NP/BIZ@4_;QKG2TA=:<973MN!\85P?WY/AZ (NKZ_&U!V+ M"4Q&>]W_=_WUVW#MCMV^"^-!W_KLUYO>.W6V-X;>Y>AR.CC[#R"!QC/TCF%T M#I-/ QCWKG[L70S&SNC7GP>_0:_,9+ \UY*[G\H@,:S 0P5B$66T5@SD<$= MTW/0DVQ&L5TO%DPI#+ *PRI<,?0$_CB MPB_QY9PP7D5=M-7LEL(7%&XE%2QO)P#9]"^G-$4SEE&LA@:HI(TF}AM~73-5B*+36 A[57@GR*F0LP*]@-20B-P?-8YLM34.MU4YC(]W\"M\$;W*$/82 M/R=)@N>KPVFJH_KQNK&SS& ?.7[{C:OAT#];^_I6FW:V,&BZ+1NSJ;4G99,6 M',LQ1K)OP_ -ZR7]5C!)S;2A#!W4-LT."=;@!+|YF!QM>/10*)LB69')#^L- M9$W8,649=C>%L0V6^R[FJ!E@F]M6IXFG##3@'/L12:W M5:.-& ZLGOFK89 M$[XZQ2U;2O%JK&VTW>-VPTRV&KW1R7KCU=#KV]&WII-=6=AV0V^_V'/IC:OF MUR[7QP@4G2)2J5>>L#H\GOPMP=0D^2=(@3*)5;2[&[_>>QD?3]+>6!*[27ZIG*DVNLA]IMO#M)(>UR==16N;%CW_8I?_[";]Y-E'3))W_^'\NDZDN M@S-]&YSG4Y7|G[!46?FLU$4RX0?+Y#_ZQS\\.?UY*[.!<=(DTV9V>_LXI9,O MU\DXJ8*]W9V#Q_P9G^]8T\;G>MB>*VW?R^^>''VZ//UP%OSCY/P" GO2"<,1 M%W]M_FCAIS,5QT!5SU(]@?>^@HEY@_U:EU4RF<-PE1JGVOQFG!>Q+I[!/J1] M5NH?S3]^BI-REJKYCTE&JZ$?_315Q140R3BOJGSZXW-XPXTNJB12J;R%7LA? M"_F\WM\YV'V)%%3! JK8O%B(:X>(Z\]5O<ZU<[KW>7?IVILV>_^S,-S>/#`M"LJ9ROIL\2>6HN4;>6U^&<Y<'JGS6]:WL*WSU)=AK[BIN=7L/^#5- MEFENW/&NC"(?T3L/&>_&Z1WL[D?$2'(9]!+(Q $NM@\11/WG9_\X\.[?YR> M_1PZ^#-Z.SO%\%'553SX!==Z"[_P@L&=GC"[_O:MQ_G05'OXPN3NADP^!L9P0_G0.0GT4@RJ;KW(G#"10YZ\#LP.8-14:CL2A=T5=+';_+|-M\! f@20CIIRXF&#%;810NW_S#9?;@W2/Y3H%97B:XX!\+G9)X7.HFD!?ONI^H<9FG M=;7\)_>97]L(7L_Q<6@=']>%.X0K_6Q<:/7YF9H_J?VHTELU+W]8YAQY_FKG M^7KND347L? IVW3PK=/M=D=OWIT@+QQ].+L$\`YB'1\&$[A!P1X];H-,SJ_M/#V"19RN/_4'FNGQR=O3LU/T&*VUS0_1A_L{+/>/?_Z8.?%HKQ_86C<2#A^ M!($$_E]4<%WHR7__\(> [AZ1_^>G%R1*[%O9W=.MO9T@.-83T%[Q^_(O?U;/<4%_^L>B]V?%O_WD2YGC^8]<$@O.&0?.&0417F= M51B!N=3%M"2=]EB#M(=;7@V.65F<+GDQZ%D]N1+V.6IRE$^G286Y]650Y<$[C2E0CY+(?E^7P\ J&V45 M#) ^\U]5U'J.3ZTU>%/EM@FFSCY*VGAJK' RLTA]6P7#)G_]P>N^GZ%)?765X-(<=^ M+&=@<GO&_,H]U,(SR7E5UD51S9)UWN1K<6OU8OSQ!S01WK#Z,L1E,>*5ZJY M,7!)?[@$HR-O]< ;_5C.P!L/?@0>;]P"WO@PP^]4*]DK7/N5%\&YCNN(_YCX MON1'2GA/C8]>#GS4'SYZ329+%JLJ+^8#(SVFY9#M_W)@!%XPTMZN?R%]+/1; MS0=>Z&6O<>DX9GFDQ/74>.7UP"O]X14,\O^L,UW0M9)+KB3" MG55Y\'&X9'JTG(.A0O*AC\!CG -.))O5E3(FC'4Y8XWQX%GKRW(.AE29ASX" MCV\.AU29_BOZ94'/P'/59XSPHNJ4'O>*.RS\.5THOE$)LL1R(?*K\>FG4P M -^#D2ZG5G4OSES=SK"K]2*GH3'1ZIR9H13L^Y2"#:5@&Y_ZT0>S8P,X"RX_M!"=OWZ*@^L?)V? #@___#/TI.?AU*QASXJ+8=TL>>#+M:O4_'X:'^!CT9IZKAH,&EZL1QBHQ>#-K99;>P? MST:/E%X>L3IV?O+Q_.3BY.QRQ#I9JF#_)V?C\XN3T\N$/8:B_=9*3LY'U2R MGEPEAT8E*V.X@-B#/RDKJB/#@,O'_!;;$SQ*BGOJ=\F0@_G01^ QS7Z#:9!5 M?LYO=)%A:% ^EP:BNKO,B^0_!VE1@HL)6%>H&'AG@QGJRG(&K'OP(/*!"^/\; MV$>,SO\:CH:TLMZL9R#(6WYH8_XQ*.]K\.I5%'5PUI]D0+Z8#@F5OEG/P MSZ\'&C'<U]3V6OFNWJ;;[B?M]>2U:^B!,R-9WOFJGUVL!H&Z48&*.2&@GK\# MNK\:!&EOEO.]!>G)/=A$L9_N-$EU1-2FJ[*YL%HT-'[L9R!6OQ[\"#QN01R(M#[>9+LKK9(;Y4A^+?*:+:L[.H'>)'E"&^K&<@6\>__@\OGG%JIADZ#Y2DAHX M9."0[\8AB/[PMD[3X#@IHS0OZV)(O>W% 0S/T99E3P[RHNB)B"4X)VZY7Z^%RHC'*\'3.G%<@Y6(SP. M&;D/S4S4&)MBUCINA.?**JGJ@9-ZLYS[GGY2[NCL M[_P=_C4Z?GJZ=GIQ>3[".,&EAJHRQU>"!=+/? FD1"3(P;3HTVEY]/E<8+'21*$LOTVJ MZ^#D_/3BL98Y?3M'"#3SWZR9_.^.1MC5LN//OSCY QT\ &9X*%/P@C9YUP& M-^12]VPYAWL#B_2'1?:)1 M_)CJ^&I(U.C% <@X'0,Z/@*/3OI42,.IXRU3TK[6NBT?*8$]-7XY'/BE,?_'BOBRM=F+R-%*8#7#0]2SVT&>C'<@86>O C\%@(2YD^E5H, MF$CK>&'37BSG#C89(A$/S3DO.R(1F#'(54W2V@;YZE)\[&5IU]&,YQ%.'0U1E MLU&5 1%ZXU,_/GD[^O1NB*H\^$&8"^,%1U5.$/&,3)*AK*]'RSF\=ZN @7P4&WBG1\LY7 T;..A4WT>G&I2JC4]]2 GOZ<&8B^(E*UFCV2Q/ M,1+F"3G3F[W:I]-IG255,ECC_5C.'3?'P#D;Y1Q4L+/&\\XL\$=*;$^- M;P80DH<^_H]O#EP7S>%>Z<5R#@=DA8<^ H_.*GE'}_G2'QG;1'H9U1<]$(@) M[]GQSU"+]H\'X/'/<\HTCO4T2R9)-'3DIV0Y 5V1^\%X;(*)+$A=<@QZ/_KYX.=14MXEQ26RPMC->;,:>O1#=:.T+ M4G,&,5?7RWF^.PCP_K 2PMV^54E:%YIZN#Y);(%'N!P*C>\.7-(/+GE-7MHR MN MD%SWG9+KANRZS2-[_3(Z^_DD.#T+CD[/CSZ]Of@8,6:'85G*+LT645G'/ZZFFF8OWO&O\) MSWW*)BH9X%=[L9SG P+ (0Q^!QT\$*Y6F^@IN\ %*]A_+>;ZZ.&C@D(URR &E M0T2@?YIB2)#HQ7*>OQ@8IS^,@WEX?_K#Z]V?SC6\ MX4;'_.#7P6.EK:?&*D-*]T,?@<;Y=S!(T-4X*'9Y@7%IF>1 MBK3!OAD" KU9SOW99W E_V97\N(_/E)]><2,Y/>G%TYU&-MH8]Y@:,9G^6,[#-@Q^!QS:'BQ6DS#WODFE2*=/-MYEVBQLD0=NS+,/?00>#Z%+ ^.):%9C: KQRH:M\,AENFULXY\]704>"A MC\#C%/0"CT GBSDK'(/S@TG3H^6\&-)9'OH(/&[! O*+.HIT6>8"4S@JL;QO MX)9>+.?%@%'XT$?@<:(_EB@/?H":UAM?6'<9I<<<7P0 X7R&# MH[4_RQEXY,&/P.,1JH"2VL%'2E #?PS\|=WXX\#PQZS0U9"=WIOEO-P?N*0 _M7'(HG<$Q#;W*@[_515+&232P2U^6,[#+|@Q^!QRY<\%33M;**2I*K3E(=546> M)5%P\D5'|<]? 5D.!2?V!^H[=@Q/O3Q2CX]*HBR:L!NK8ORWDY8)L\|!%X M;,)8Z<':)*ZC!!-VSPEL#K2TZV3V2"EL8)B!8;X,P?V"T^Q>M<'N';)+}+.?E MD&GXT$?@\<=K<85=%8,?K#?+N8-%!I2&!^:_=U%[&9*_3<96]4DCX[I:*0 MT62BHTK'H+9E*@.]+066*ZND(F_<"WU8CEW\-PR'(<.A&'ZG^?7F1$'].@N M].A'!Q_=EZT[^=]?3M^<7EX$H|/CX.+HEY/C3^^P<=LWH><[=^]!5AN,EDFA MMQ .WPG/9^]/SB[IG.'/3^_.]#S8UGCT5UK-M1)SJ=Z<(7!T)__N':=;2PWW[-OGCY M4%T:9+R&?7.P">/F9>>17/YR>A&? R#/9W]P_#("F#]8!U,)Z34:.F M>7:UIS\]2_735P*]?)/KP_"8Y//GZX#/(3IZ.=\/(E#!.4BP6U7H M *R2F1@F(9Y=:=.V#-WE1Y+>Z")_&_Q_MX_LYS^/SH*C7T87)\&;T=G?P^!L M9[3SL.R@@K*/F-MNG<&05YJ6$7"SH<.#?B/(SW147- M&28VB1]X*0N2J@PB-5-14LW-D78U&0SQ%4_CB)"%%PO@H<\TTF13X,*1D1_ M#/T7$S/FP;4N=)7O/+;M[E|DY34O*X$A>6&!NBJT1DJ;Y&F:WY,_179O2+7!M)]I.108#<#!5U3;+E6=UY20<-^LKQR=O3LU;TO=;5R'M.2,.]N8<@@P_'MLT- M/]C= <8YKSV='\A=_^L-?C_4$1*EX4A].V&#GY;P(5)H&LQKNCU+++M0#:U @9 M(]C]IPS*;_S5M8*+H/GU5"OL _2;&+AG5/:G/[S:W]_]Z0'I M:P4IC:)_UTE!+3&F,Y7-'Y*>:*/V?B(:* (.+;Z"#%!0%G"&;L,$O>4IA[!:[M>>R$2[3OW+-]9MN8MPMH)MC!:\-+1+I#.[]XL/:_Y0D H*44X3TU5L!BJL MRK)Z&F:;L12U!'VUS;X8%$0+]PEF.5T&6V-Y9G=G,_>/G.:,SW.9%?E-$NOX M08VIZEI503(1M7\)9H:"Z5N9!+-W?X)':O$[C8 P6ABI1:%!9\!]=Y&%UM$U M'R9?'/!(C-=+C =(?^!3]=OD.LOXTAM1*$&\RU$/P(P^8QVIA. ! 1 MW24% [.IH3'"^U[*#6.B<'8WX8U(!9T7K'(]'I)Y.(>5.?A!.CT\X+3J8>B.> M@K]]?$^.M4[_F&I.7>'42?:0+Q2;H9"C@Q9+/C,.H70 8# FD:$9=*"WC=/; M_]1P/< CF0)]JC]I\)U421_=#PZDM1'22M(5)?>4%$8W"85]$ ^ZG '1 MH\;$-)*=HG1P*W$(YP]2#2\]+RJV9)GE:\KTIHVZIH-P2=[233M%3RE/NP4%NXSDM/;C; MZP3V-RG-A]=\P>"!E1)3C/+I%)Z4!Y@@5+"X5CIF>)7_+GE+/I$7^:>9WR)] M6:IHT &_O]HB4."F3*1LLJCS_@=6(?)C4I1&<-_@]YFI,@2LZ%A_MA,S M)&,_-I*8(2%93U-HSO*RI)V-8MW+9B:SF6$ '#F"O\&G(@5OI"_Y,X'@QP_@ M-)6D9<.#LQPLL(3]\@/BV@11>L#E0K\4W#G7-WEZ@Y1R5(!$K8*W8'0@,EDC M{)-?,;4Q/X-AK)KPWJ1O:OYI,6Y]5\2ZF8 UY,?AI/>^1R;Y$%[3&*BJQ* MGAWE15'/Z%9XIVX?-#,>D*\'^S%K*R*.L5;!?F_%>U5'+3-06W^:\>X$Z@ MT\R-U#AEH>]EA07B&,FHQV4B&EV'"(%[*])%1KTWBH E T:@\V!<)&- =P%4+ MU[V>P]1H)^?!R.[BNG?-G0%CD^4.RU3>HI9&F>CF?D?:)CY3.?YS755D!CR!%*E;=_M]7264O8P$<07K/KQ^U_M[.Z%YB/LJR/1.S]?<#S68R_R;R<>8Z3LU?Y6PT; M.U-S.AO?^\CI?!$N>:KF,%U6?3UV;0592DW.3-@_V8'"GAKK-+_UT@HCQ:)+ MZ-7MZ<4,;]M8#BI;S|,Y)3I22)TSG M%-,0ZZ>D=$L$$ "\=*N+%+#X9T#>]9J5^D? SCY_BI(33GO^89$2D!*.?FF_M,_E&%Q5L>2IOH!?RU^ZZWMGE*[N"RIB*S9OEZQWZZL]5W/=\YU7+Y9_O;NS MM_RG*X8]^#[#[AANI#[_)8?],Y9G!^11SE3VWS\<_- "B($HU14NIZ6Q+,?]V=?@KTFR>*0;0)CVEJE'#]0+F6W.#\"IKW*BWE+"94M M?RR[V4@.W-LY>+E0YRX?+FQ[7Q00D:=H#VR]S_-XCL)X[^5/Y9_ ^'@U4\?Z=]ODRJZWGJ. M]^J6G"9QG.I'L/!FE@S:WJ. ^" @8YM%LYFB/!K'1_R/_09/D&K[714\W]Y$1 M*Y@SA[M_';R& ^WE|K?:RTW=7X]NLU_N=6[V<'5]@ZMKOZ<2X5%=?:M\9_'__MIG1#'OF!#M? 5<%]TIU^=?#'ZZ\K$1V3'OJT#@C;^\'T.[N2^>]V?%'=>4&:7W M3/Z#UE]*>9'N_N/C-V!IK^XOTP?=GN3-^AOW^WACEUR'*^]E4.Z8_]_0=_'MGC.%^!!-, @$>RC@DH-S#5T212,S@G*[;1'^T(&I7L32GEU6:=)YR55-WFC>G(M9$LUU>9W\Y!G;2]P?A:?F1#"BF,N0AD&S?.TQ&WD5K="']F?V"\Q=TN4LY]01 M29MBOI#7<96]3? E8<^/S#-9!X&B\'6L=@+^/RPIB-^_E5YWPG?O.V-3$9+'C MI^S--;3<|>(ZDP)1]RU/@NJJ<.\DZ=R?D'T%Y.7<;WI8Y9#"_::244.;UTD(M,O<&<(41+"4')@YBHOT (5%]O#A'<;RT+T_.ER=,!!![#%HQ45+B'Z8IN9$S MPV'<&TBE=!DRDY-QU8"34K0)0KNI+5&S2]\2F "NQEKG34>@:V\;T+=NO=&U MRJ[@1UNYI/&KC*I',2^M3BM.|N>'#&,5O 'EO*ST=,7R8:HL/6?U1(19.D*/&XLKS.(E=H MV,PXIC1.JI_@2GTLZH#1*+E3:-RN)19\ M$'_)!'K']^/TU/)E(*@TOF14:IF_>LS@R/ZRCEOD@=@>?T-R9N;PC33YVI M&Y6DTO+>>)%@(BXC&IB4K9\ M#<&F7N\$:R8?#W3V&^BL+&'+=''*I*\E5UTP$9MY|":|__7.[DM0XH=RS$W1 MANU\!' 6TUF_.!D0[6/9+ -- W9A!I"#F1P0KC!6J,E39TB(G4%C&6($'^EW* M&HUX;L",JBI0RD4PH:Y7]A3SZN3+=3(&]?KF03%2!|[|_GS)AD**P&U9WA\5 M(11,F6OV#0T]@1#K2.#M@O+V++6V,.H+LAQ108.CFN@EL\TGC.6N:RKPB4[MG#K[<+!%|8S369ZQ1P>X-9]L$SB FI-X$ -Y0O # F\7J32]N=!.)N99/&N] M86&6#++16DM^+'']X8-F%"WA'>#6.OI3[[[]YYSQ8@|TPY'F$L,+*GAT<0+@R(-MSTX*_>^:K$,8?UN+KCO.PVT=D7>IK?X"9142OZ(0P9#>,),[9VR!""?OP"O M#G!O: [R]E=P.JL(&1))!A3B*^]4?D%ODBRXBX!@CFOY9)))5^=IS?9J:AXXTN M$**$D^(B^G[++#37>NR:6 SXS]ZCHO&!O%BC$9.4T\]PVJ)BN1K0:ZW!Q=OM-7 M29FJ?A'GEMKN1(- ";+'W>CH&@_DHK[,*05)3@0Y!@3[""*#!0Y?/G2&?'C(QS MHX/IW,U#RNQX_IK^<_+.),&=/ZB*?3N#CPHV1EEE6;[&MX EOO#TIQOP_"S MQ@12=1MZ< :,PZ MM3>3-^5M!IQD\9]:FT+,0?-S8D16U'JM#]1_G(G.&">=5,"IE%L90+;@.]A M$QN*H=W 7P)I&W"1>$UKQ-"=%8&'1RD9HQ< DI0F<8FP:%'FH MB+PJ_@6.G*&" M*/C/%1Z3+DT:/21AX$=@353)AR;T&IQ0*,Z 0:M&0Z;&"U;-9! CFQ$C="$F MNA?02>NX?SD-XO7.WLN!0C9!(66SE/[!;YL62)%.VM\ ">D*I&.%[@)0HQK] M#CX6J,>=2RA? 8M=9AP=,' #(NCL7V_/WZQXG)LCP/,O7O^S/]K[(RNED3=& M!^C^K802BZ:P"8LM%X =9K6)BF$BU:>=BYW@YQP$.0O_?M;V4A**5MA>)SA M%F=1V+]!T48_CEIW3&,$=.6$K#G$-F\3;(X]+FFHY2=,1BE"?O*^H5]>C6'@ M<%G3 H\87 H#HQM)+HM[!MQZ|N@D,8|]J!IKKEV3*"WI.>$>[NX';@8EM'<$M MJZZ,JN^?]H:\U%@&=$@1]\=D(!B7V+)WD\<0[91DXL&/'[T_\?[A@9&3NW+U M8]:ZNLYC8,BK^?;0EF/-;CT=?2R^1M4%$V%?3](@AU^4>QJ*N 'H:N2X/5>AC M//@(VPRBJIE7I"=XIK<&>TD2G<_LN3U+D 1;1VRN"-U4M)08QNEZYQ0X6K<,0U5;#'[G-F?.2)XOR(':>D M).RT*,Q<)*3'3EIHJ<5 *ILD%=SR'E$)@]B2C!EK19VPY*ZB"A;);5^9PVW7 M-A#2!@C)Y#OTAH8P<)1PGEO8M"J'WU-RU%'2R7!8S(B2HG-\;1S6$\3]JQ MCY[K6:HBCHX> (Z,2NSR/*&I.S'*4VU%UUR6*D7JH8&2-A\O)D-XT4@IR \U&F5@PX@6-K-&630[*YGB]6)B% -:,5 M6KS,8JK1F$[*Z4*2()>#|<.R)>?POAMD3N?#52GL14PE9I1)PGVH>'JV%PZ_ M*WLV*_2-9";@1#06XV8H"G'""TF*[\1E+/>>]-OH8<>_+,H/0LH]12E#USV.:(M_MDL+D$WM%\Y(UM)F%<5)0&80SDNP4W>CSB#]2_F-/J_L1C?%AYU;83T03]?RXXL@C!15!*D:>]$4\6F$)L M!?3VWN8VG8H_!;J/Z%]D(KI(%XV^*2JBYEFQ:.L4),]O_CI=3(+MM#3(TYB MTRS#*%@= MCN$!0D_?PEW9Y9)R]+$!H&U"3+-XQX)*B0H0@W**+7X1F-J(&Z1#8]7+ZA% MEC38LJ:\HQ^RR2>2FERI+Z#@QT\EAZKG9 1&9-_Q/RD_"[W(G T3V3F!O"QL M?5DA+,]G:.JQO ,/]H;=H1')X.8#76(;.]2\&(BX=#$Y_TUV&C:2WFB%*C6C ME!\H@$J)7Q4Z=.V!TR'),O<:$:US*FSAEZOZU/]-<)M'E"Q@-S1 ME$OXX,_V=D.@(O/_@XS?!(PGO=.4OV72K)7JO.KFOH7\[\FES$HO3"/M>2=?+ ");5 M4-+6(F7R,&6ZE!: /5=P"IA2SG540/1PPR383S"CJ5*LOI4@O=N#P8R?T'8V(M6X0IYSQ48UO[*0C[@&L2"K]&X-.AB;7F!T=*$T1-6YBW/2\Z4#O]L7K M_T7G1\=K733T.X=-0)':&B$"MD-)_?G2220_UZI0\-S"X0XW!F9N;*"/Q8R*.B^X,01\.)K"&R-E@L.L]/DWS5F M#U M3N@;Q0VZ0!!Y)"1YR6.'7DV(]7H;<$$K_^!W(8*%X A)/46L?\+WO\4]G_)$HU8]]+(_.8:94?."[(P M^14'1MH$(TU4G?'^W6. '3O)H;D6(.@FO]9H4JJNB(P<0]:DP\!+R)P/2XD M%4$:=.(CXGN&\U(UDRP@0]LH%?)VCKU(9\#@GCS3\=*! M2#=&!1{Z0^EVKA65[8"N@-"HS;&)[DZ;[?-1BE[.T+]5D"9ZN8V.M6?I/"'2PU$2CI;+!Z;Y!HXH"8W?7^[X84%0V MR69XAJB_](;3P@Z8\F!_9^\YT';HZG%(|&,&,D;:)BI).0=X*Q&0!1#5K(X M^0(,5]M[!&Q+ID,#ZW:;M\+9HMY0G--A%#)>6:$%*H[[8^,+X _'AW*KN%I= MO(TFB2Z79UB;&FH_3?06(V]-/CRXRIK[/G&;H)*N0:^LWOH!FHV;:0B_PZB] M%F:\1TDQZ.CJ>)6/:8Y MNJQWNQE>+6$%)3VWQ7-IK]R*= PZ^*DY,#>#?EC87'<&_L):X,9C!1D8NC M:EN0//2W5T@QDHOS<'I*876+6HAWP58D*'R.XI9BPP)^C.N-<'^FTWB+5R[MF]Y-5C"+,->E)(%6.J-I8CPFE9YZR"N&*GPKVT)63@;.AFN*/W#^T?O(NU M_&#+9P\SF2&X>P]I^?I):G5)K1*,@]=W!7B,UUS0W=RVU2E!/[?TTX,-T/. WG5LSQCS|,_M*42&C(0<&BT6UR($U@-BHEY[S2G!BY4^1_SOF;(Z1*05Y#)7)0G&<(#DYO0*"C7*O90;M$IF% D7)Q\ M81"!=,WC1#5=B\ F!7RA,2VQU2^87(Q:KW0P^KY!"7%$UR#D7;N^MB?1\W$: M#=QFT5,#1ZRJ#%OYAJ:],3;& -D9G&9E77#IM@M$-74P$D;XD<$G\WINNZ_M#@F;08 PB*>B 85^3,Y5'>KV(K^"NH4YF,!P-TE1N:B,0]7&DT/8;,D7)1Z. M^G+EH=,GWLI#GL=%F04(PKJN51%H(B1)8.2>X+:S%PW,_MRJQV+L940O36; MZ.*\^'H@* ,@8F+W_U0BS(4FA\--? Z_C*0N^C;.-* ML*H"2XV?XRMJE]HWYL<[6!11U2*TIC9;Z *B;G 01_G-" M=ZLX,D%L1/PYRI?A"9(EP!VYS;LE/IFIW*R2Q3ZA4>RY35Y>GS(/L,4]YCZ) M[6@8GB!VD!)S@U&K;.#0/ IR*$;SLD=)|)T<%QRG67F63) *--P'12@MU]IW M5J-1:B+!-"6A3*_04TW"Q$)V-=1N3#LZT#3C3&(NP M#TXTUUJLGUOU7WW8)/;IQX(@";(X5;>3.A5$B6A^5PAWX*D- \%0M&MY;W8LX MT%H /?L[NR\@)Z-T,?)R<@7H,;,2 MX8!T*OA#>44X^$-;IPN9U:RXN^69K6+8M9Y@D6515FGY\KLGMB1]: M1<|O'(L*-T-?++QJY=2A>]P_'T9G79P6E[XU-KB!U^'OM/,+T?8,?++\9OF^20G\8'@F9@3], M*X+UB),.DYF!,$&A0+H_C71*V(KO$AU=@\)?5EJ:-)\AUO_0T6Q#A-0E'_M% M3N)F5TTKV3FS3'Q;B@=Y7'2]K{3>-G@9C"-2)@3> M-K?>PL//)MIS=TYRT!4/@&*-P!E5[WB%,7B]4:4/=/I)["80' K&<3\=Y*EXV M2NUF'Q=Y6$)Q%N=18H&V0@.'I"((/A1;SQ NIY(KS667R^TTI<9,S2%%ONN+1 M[QT2:Z\'"%(D?F0LJI- #=>PN//U0EW^?TIW:?9.1ZD$3K2=JT?0/Z62.M2Z9!!ZB2@AWMIQG%Z@308.[:<;X\;'%;,'"HDXUHZU!$FRI/)IG5XV"&K;.MB>'9I"=?,*0TG?Z*BFE0)IF] (S"EP!V46(&,HS>;:^*S[!"%&*Z!O$?6PM- MFE@=W":BM246B^47-TEN@"1O#')MC\HOUG)FOL#N2P.%?*H1K&1T,6KW?V MA@:XFR$+L,!!^E^J+*

{H7Y.&\$K8QI4'8HCD&R10K>"FU,2\6@3U!U8fJ262) M>ZW4;'SZ6}?2)2NN"›BFNCO3#'4+U]_6=7ZK*

M;S2^R';\ALMR@NE%UTFI›3FLYHW10]3I)NCHE6^:X&ZV[,"\G3+%6AGZ;O%C·MS3F4E"2E8Z\GO!172KH9N5HXZQ·FGLRP?UDPJ5MH06!5USA9DHC0LX#<5F›_Mj98T1?*

YIFD>,›3#Q205FK^MEH;U6MUBEB-,?X0HU?48V|B7G*!*›38V99YW·M@;,W"AU\(&/^\)RD1VR›S8·05AB4K$A*5M$!WD:=U)5&P›!6Z,9]Y/@07!^_MG=ONQ9(M?WO\3"-*

*)Y;&+_1M)<'1(FF'%\QP=!^/RE40-31*P*|J-!@421P)YV!?›p2;&VB(-M0TM)C#D-P›,U3WB,;0·1.&$8^_)@^L9Z@6QBI5N&"+RM3;/KBCO7!6OW98&[·MN-*

*M/HVQN<5:F&*15^]"]3-O;W]++,7&47›^&SY›3*1_1V=!DT&JJ+[W]=OE41·M.Z,??,[·4/"%:?KH37'Q2B*1[5PHKY4?#T2S·;)!Z=T'0F'56\2&9+?N';[<*

ML^FM\$›CH4(H+42<›B)#B.3J6M5._%[!IP?+!XDQ·BQ)4B<#5%6H*)0HT#,·MLRX8!\›;&XB"F2%WU]!H;Y1GZ%%,*·M6!L&F=&9SIV(6YI_"·$[AU(M-*

/0UW3=›#)+DJR6)F#=OX;,R.+%8VGVBY1;·M%;!Y2(·/0·11S2TUO1'1?];\S›M0D;XC=.I9;D36FZC0^<6TPDHOHG89N'+!0·Y·M›14·\FUC\NV<C&B;W5/"B9=›"TX920./G&S·Mf;*

*!8G?S$O*SUM5@&PSC64·M·CP$;,&;.]3^U*N!NZ·]1›2K@OWEN[89_0X;0O3*$]H8,H=|\YC_]+JWXR^!PF·MMCYW#W3Q[›BBBJJ[0Q$T'33:P$PH,5]L)[3›.R9"FH+(G\:EO.I:›_Z,@F*

*MVC=·_P';[-(\)R(?=4.3›FMK›Z9O*9;Y.GW%09YA+G]5@F+TL.Z!C)OC.(=%\[!W1A·MHK$X,·\&F"\OX,&L7[B2!DW"^+.Y1:#L8[/.FY.G_?:TDFIAHC1·A\:M_/+E·M[MZ6VMXZV-*

*W^&H?]0&9?3V;8@KT_Y·5W/+H0TKG4C&"P@--1D&(D@0=C ›W(M+PX=WB:7A(O›RY#%J.3"H/LUX6;R25G93!?N/+^\=;V-B.SL[DO;,O*EU25? M/U/UV4*

P&;\@<J·C081ZWIX94IFA4&_SV·_CB!M;X#:SiB?#3'V8AN';7 M0/(.M(W00_@RP)K)*6Y7BT6%@QSWU*GI+·BJ*KJ"R·#K&.·2^L +(WS›]XR·MB!/\!TLMX<7-*

*AC:FF/Z++B)N122*V@WPK@T.XA^_UC$%.$'A45_@P<:;<'G-·MFLT9VIN,$%5G+H#'}?Z58BX$/O9VU95PNEY2:3)·*M*$)3›L*8NQ3=/OPYL*B·M+G15I0+G9&'Q5*E3R8NK-*

6[X;_QO1<^]D"[%,$#BW.%IS!321:SF:2P_!P! M@ ?YL ·Y8-K9]$$D8&'F0B,T9'@+]TG@A7B/MFV4L-UOBM'@TKF/#0=_79GU·MFGIF;N]CN-

*8#=›95¥VD9[*JK4;W"0N1_ETi=2Z@=APMK6$2M6W]=""2)"854 MJRITW=*0_[·Q.0F,&|:D,(-AAOD6')(TR;&MWXC@W?,Z(BW94#P,'\S=DRPA6·MTV^M@?*""9L&2<_K/5.&=-*

+6UH3E?·9Z!C22!H3;:B=HX""0\AQ[T)6NO7"C·M%1S^1)#X(D1RJBB$(T_/Z?M?=;/N+93#]'PT=3D)4H+X.)K4IWT+|›TGG3·M%#: FQU]LHPAF?*

*E+Y08C@C!7P@1=EKLRM#B7_%#48L·F^HIW8JAL$4V6)7›Q·M$F·8/@Z)BQ.L(AZ9=HAQJPZ4QC89]0*4R)L#^UDAC?*1RY#J2N&M")=G6?JM·MVLQ/L6O<[76›.B9M.O_M<·B WQ$·-RJRZRWF06KRU8THD"%›E'(33RC)TU% M?Z7/(Q3]DHYSB.R3|)=?HW$LH.›VUU05]9·M7-10BG·H-4.8^EYAZOTA3/TcIUI.9W6K·?=/1QJ3#9$'5O+^(AH8¥]_H(V-*

MT@8:T4G>G]3(<$%WH5BKBZVR/D(N#;(<:?KH\0=E))PF%\$:SIRF1(Q)+F4·M:4]V=8_9)KZS'*'17|#_8@*CE›P@·M8K,%. R&505S#<4"I5,4›MEH@/9Z›4]R·CL5[B?*

5G@FQSA.ABO&J[)W<:QA·M@:?9[%3!]XWS(!2"YAF0H|;2!OIS›"@2:;$PEZTE'$&I%/BL2;E·Y+A$E·/V7·MC;=M\W$V.FHVK$!#R:%_XIT+6?N=++$|!YC\1PHB6$@8<59LN\.ZAVB2\?

*W2+·M3@3F·"?R/2)0$M#@&/<2+\N&<+=T!:›'W2U[W_S_NWC›T)GZ8V2%I@9!4<4·M(F&@EI.=$;.?!C9N.Y:`K'+@9,.X-8-+·#03"6%·HV+M.EH›T›K7"^.**]3?IMD%)Y6·MKT?*

7)2$6TT/4L;FQGX3GQ·J\O+71 FG9-.;"WP#A)[H_9QQ<5BZ]YY*MQG·N·M·9F5M0]A@,]C#&2F"Y=94(%BPYE9+!=2=1O*@PUXAQ6)$EX60·.83M(PO&3S

MY›?!K29JDL)TX;]=,0N\]O,UZL5MG+(''49PZ_B,&HD4'<(ZY:G\4+W%G›8·MPJ_0MB7M8XA\]%@FR& N8M*(3?\/9(S1),^$NUI'E(] I)$(ZZ,]@1]D@X*

MBL.)8^[\68777Z0U?A@(6%[H!V:1$R2WA$"OX!\-Z KFC=)D›:'U.X===P2LC·M8[O!&C^8@'C(NF1P.LK^0&@N8-_QO&%\N,ZIU&(59L2SP9

\!81/N·M!1'B9_!-1140;N&T›%<_8ZLLH()4I/N & 8982ITX\V##7K[0V&7])%EWG·M^$M&ZW<8.=]P&[KB\3[8!43!&B$V@V4!!+NA&"TV4U\C*·M'B+ ·1'@@R$"_'OF?*

9N+T:/4E58I7ZL3;&R21X#$K<|O/:.)!AB#PTFI:V3N·ME5+(e{=I7*955%;=DDR·L;):9[VU0Q=8QS;+TK;M*AM*D!}1›LLIWEU2(8K[$] MS9(%"_LF[I?&3!+?_)H)3I8!'1Y@\C?

+5@QM&%Q4›=2CHD'9,CYFF·I,SCR@·MI&<@ZX'G%KXN^#20RR;(A=$&06(A2I\61+7›4$ZWXT'?D&F)/6?+3FRU"]I·M/4PF^BU(4H(GYY9=[69L2I,;<[*

*HNF›%8$&4]#E0Q3J["V5Z;#0N·VX_:W,/" M,UBVO=(I^-.DR^:*4?Y?](UZ›LV1H9›ZN.%AR(6?3.-N/_(ZAUI. O\":A(S3K"EKWD-#)[PI"C34@A! ML·MU+ECE632%7Z0'}-*

*[64T#RF&%?›]KH1=$%7+I3=@?;I·3E8SI-PMVST*T·MBOU·CU>W0+'U!4#C!OX;2]P8G<'+(-^W-;R'O-?1]6BL(^)Y#FH*)BBU=*3!V·M0B*F[!HHX&6>P63F'&N?<7 .IB|*

:@^"'+YBEVV1A7EV(YM5S%#;0?O2I/ M--)YT8l-2 P$;IYIZB) ·DU1V31X"_] D›#Q?$A+62UK^UI›{ZRA|T.5L0S

M3"9@L2Q9'8[&#=|;O,Q419^)Z2A$;/P&E.-5D%BZ6,+@P&AZQ0^.;?A·K3L;,8HEM_B@0&U$@7{Y|;U1FP1 P_;>N/04G.,! M6_7.S;38]HMD)BP$KM4-^K%! [%)9QUHV;;GA=C972.-

*\>-Y $_L{^Z_&%AV·M$RS[)9G6T[Y 1@_=POI$"'D>6_CM/E ·R_/&M()3LCD1>/›"R[C# 4*OKP1U·M!MQ\L,KKX"/[!?I#5-V^E7/J&4›7U^'+GSX6V[0LG+#3!›Q|8S9›&U\'1N:K*

*MFE)M.<49[+UXH=,6NCZ $!LV?$]QQ%VO:[IP.!+VE"FV#MQ›Z\R.$%)S.W1]C+;8!.X?!5U^Z0LV.L1Y;7X M'- \SDI.(OEB80*FI 9NM/-K+'AA&XUCI.D+R,7 UT'";OR5V+6*&K(M/S*

*M4D2*K$EJ.D&);7V!U@:8^+CM_%[O6B›)EF2OR#*ORT8YR·.RHBCICAM;ZNX·M?0!82QQDP9\.LF@#LBC/GAU14A$=3U^_!=? .9,(9,LERG\C$)-Y6 M)·H9Q_FW[8 *5O3#PS*

S.HPV)"CT9&C<3CD:/Q^!4'5)U01CA'DJ$1@KE^6 M5XN1HI!U6"-]U}3!8D@&'CWYA +Q-7WK;0;3JB.J2641R%$+.N M.;&P3M0"2TN-*

'SK(T:SHN.R(L2_6PWXR9WG9=V&I@.@P(,(!!N2 M]8$PG);.))%X@>3>N&_\N+S0!8;(HO›^(B7M16\HGS\0A(Q&L33U2&QV7+=_M=!LT2%CT\P^8VX(S8*K#45!*K?*

CU%C9@\&;64L7]&NC0)B3ZGZ,0$,G=2H|>H4#IKUL%UU4U(Y%+@07ZG]O;VYU, MW\]Y!{(+(W,F+]W 1:+[,ZR(:T*DH M$K);_(+[2DQ8X>@]I.I>I,?<

M^4=]"MXIO'KP>&P,,;O%Z]SXV^/86NJF "M>3J37BT$E"YTH@K]\0(Z]55" MV>FH.1<<,YXD*8$4NGXES+&D+2%[2COY!6AGX04N&_-[\UE&G5NF9(@&80/7 MD.]*#*

*1RXGI#&4/.*H\'39.*Y3SIXR.T)6'8Q7GZ"S:L,K?I=7#9]QL&B:U@(SG|& MU<@9W"%VT%0*RN1ZVHAFSV'>Q!GUOX'Yl%=%|@(?"9P.K+T)UEIN/.D-JW=XD<@.P=YC·MR)V4S ^M':O*

M\PP615>>21]A+"/JB$9Q5(SQ) :T)1?,)>(LG&I.2F_;@N)*+N6#1,39^[$6CXX%.^D8GI$^%M+#BI.7.WM[0_1XD_0A·MF.A/C$R&?+B.?+CG0S[<[Y;9W_Q\U_<6=|*

[_CS]C=K%ON"+> $G.@Z,<*^;, M77ZE]:YGM8A+%[\' XI+C;W&N Q9<')^>C]J"R2X<0A0Y)&_#UVA.$"V@!- M4B_1_E EN9]QAW1<4X]H!-\WE!B?UW:F)M#4269.81BB+XD-*

*L,&&L(N-$; MFH]K^"*X\|)6)8\)?]HQ%OR0N%5'&L[F|> XUN@$;37N$\N@<(") $)G:7Y M7&-'1:E@BZ']4F9:SP2Y1:C^Y*08$_ 00G%)!T)^JR!1(O)*EAD;-P^E\'^B MBMA(56/*›*

[MF\CM41YS%X/$XKTB3*SIM-M=4Z=@4=.Q:P!^!)M18'/3./BY MR.L9.?O,$A=Q=H2S[AC#] ?UIN)[G)5MIXI%\< U@NG2 "UV#.SC-O-F\"9/ MN:\#NLXR;>·,8!F?

*=4EHL44RKEU6=3<"WSI;DM#=B3B?GR52H:*HJ+FHT$\$ MI$[·GW7KY0@^*##HV.NPEN]PEL#UGJIEK=·62;!{QVYU@D#·,;D#85JB1]D#CK·MNG/V!G?.9FBC0*G?]WB,B\"@*

*FZ"D-0^2+(G|=%%14AKFZR:3I6-&B'M.1<7T?!›]QL&B:U@(SG|& MU<@9W"%VT%0*RN1ZVHAFSV'>Q!GUOX'Yl%=%|@(?"9P.K+T)UEIN/.D-JW=XD<@.P=YC·MR)V4S ^M':O*

@PP615>>21]A+"/JB$9Q5(SQ) :T)1?,)>(LG&I.2F_;@N)*+N6#1,39^[$6CXX%.^D8GI$^%M+#BI.7.WM[0_1XD_0A·MF.A/C$R&?+B.?+CG0S[<[Y;9W_Q\U_<6=|*

[_CS]C=K%ON"+> $G.@Z,<*^;, M77ZE]:YGM8A+%[\' XI+C;W&N Q9<')^>C]J"R2X<0A0Y)&_#UVA.$"V@!- M4B_1_E EN9]QAW1<4X]H!-\WE!B?UW:F)M#4269.81BB+XD-*

*L,&&L(N-$; MFH]K^"*X\|)6)8\)?]HQ%OR0N%5'&L[F|> XUN@$;37N$\N@<(") $)G:7Y M7&-'1:E@BZ']4F9:SP2Y1:C^Y*08$_ 00G%)!T)^JR!1(O)*EAD;-P^E\'^B MBMA(56/*›*

[MF\CM41YS%X/$XKTB3*SIM-M=4Z=@4=.Q:P!^!)M18'/3./BY MR.L9.?O,$A=Q=H2S[AC#] ?UIN)[G)5MIXI%\< U@NG2 "UV#.SC-O-F\"9/ MN:\#NLXR;>·,8!F?

*=4EHL44RKEU6=3<"WSI;DM#=B3B?GR52H:*HJ+FHT$\$ MI$[·GW7KY0@^*##HV.NPEN]PEL#UGJIEK=·62;!{QVYU@D#·,;D#85JB1]D#CK·MNG/V!G?.9FBC0*G?]WB,B\"@*

*FZ"D-0^2+(G|=%%14AKFZR:3I6-&B'M.1<7T?!›]QL&B:U@(SG|& MU<@9W"%VT%0*RN1ZVHAFSV'>Q!GUOX'Yl%=%|@(?"9P.K+T)UEIN/.D-JW=XD<@.P=YC·MR)V4S ^M':O*

@WW'IY79K%RC<.J.M0#AGLQ6|Q;QTEWW'S:+2'"ZDPNPWU>@D·G%G·MC!IZNOE·L$?@E>V84U>FZK;·LS+·#R?I6[M$]QM\)@A/";C48?FP>6H+PNJ39·MC'

*)P|=>47UE&A!RG$!T$*_E0(RR;$|(=(? M&8;97CF5UB%[>(E+$0BR$E.YIC/.Y2K+VI$R1H"=#8XTVH6F|+\4Z-<^Y';1,I MW*],B,.#PO·#T-TY0?4^%EH9+6W)AFS8I(MMJ6^9HCNL*

MRHN$,.D] 6%*,$U^2XZT.09QVP101%G528"/U1GL9!T:G.R_3S.;>O*MS) MK9BMQ@6-=R%LW5%GJJN*D7KXUKG7VC'L25!BJCJX1·5L8Q380 M,'X9]P*

JZ@F].+CX\/8\#)XWBXB/KD%WO\I=^3#|+UR5N!,0;_EI8(P&CY2GY!$W'*%[=4IN/B>@>$ MTZG8=GG0A·Y8:"3M(6RU&=$NL>*›M44,,ACVG6V,Z$G9W,3',6Q:5Q9C@1Y. M, !:4?--VS5

C9?&0^QS·M(P+F,98YZ)WM@38V01NV[UX?Z(.O'G|6SC;&R"C\P6H5@N#+-POAY#E0^Y1" M20ZXJ]/ ;Q'.D6H1L9],4.<42> @? .Z&F5@ "(UXQN&=K)089M@D[Y!OG(M0.>]*

*(=5NK·S\(YDD.%]RTX2^@]4&HT83+)EGV"Z!OY!Q*Z-$S -L-=#*\"6R·M^!^;T!?.:?-10LMZP3/;*MFM5\4U2"H_XSEV&)5TUEX&:-T+-^@:UL$9J\IL\·MGO>(L)›GIP*

1D1=6U&JJ);6D83U#OJDMK(4%=0L!E+DU'2>K.[DH2ZWL Y·M/;U6Q&H@O6DT·EOB&;ZBQU;&.;\P"%)6Z·EQ_"KU|KEE?&<·Z]+&P M<0!@&KK·C7^^^T>C\%

*[F%4G,FSRET8XX.\3K^R?ICLU@(P.ZK(>K7)L)Y>G·MY-_H?*F;LN_QF15)AM7TJ>?Y0$VZDGZWY4Y ^::-68 .0M^9\%BI;8/#]4A* M?&B9/3D9!UR2).IID_*>_*

*M!V]M(^M3AT"#163P7==8 Z%]?T*37+|[^T-;%U'0%-+'@8YZ[3L"<)6GZ|^$E·ML/)Q1V_F%\&[=T=>N_2ALU__Z%%QF3-4,FKG·M,96.*

*<(V!EM;&6)>@"+'/0T&?/A=85\C69ID_BQ35ZQW#[E;EY^"CSD&3=LRE·M.6NE·?B[&I2558)?U6,5!]>%ROBG?!H\|# _5\U E/_G^C_7B9E9V9C:&?FG·M_PY*D:(?*

*7,R+9$#/N&=FP@1.TQ"6Z#[S%›*6QD<9P1#Q.=E338.4'67<'\B=BX^_!9D"SP>CL@1Q9PJ6C1SM*)(A·MZP]3-6J1Z=V/4;T??F_*:;@.\$PB&!<&^A2OKRA)62:>U·5(=M";X6DN1?@%*

MKHCWZE<·1V1E]GO[Q|_Z[R#PXWP:DO_$VT.8D165I VL!L0-&_LPL6HQ,'B·MC4]NF*@Q%·FB!1NG^6WF*BA|_W9>V(VWRFR5\-*J-3FAFL:(1X#(!KE#[6A(5D1A OAHW(O!!F1*

M1$U_'N+3*^OP#QO5EYB6TAAVI{B-#NVAD6DQ&"L;8#W8,&I+B%F(@N\/P8+ M"7 W+\|FNLWK·9Z3Y.$7GJK.W37KU+(AG)0^@P>2;P"":R<\+QWK/=_;W; M;?K091IGO>(6*

*7IP"(@·ML,?>%HUR<8<'G\T7BZ_$^UTR'B*)GF9=OF04;(ARFKN>G_HS,6\MRBJ[IQ_MRI^P$7QW$=Z09?D@]-3O]E'=:/A+ND+9%.H[91Q9=9S[9%#[EXJY#AR'X4[= M·*7:*

[+11],\Z85]COXAS]HLK!G)3P>UUCDE$;/)[F*7UF<2-B5[/9+X\%$^ MG0%9AXWT=P.246$%7Z2!5 V/LOPV!_=_\P9#=9 MC·D:DC?

*A"+;,2RXJ532V1EX"!!^<9M$.!I,.=:IN,9^D"?.*X1&PO;Y2[0\0·M!N\^-GYD·%H]4·BAAO[!TWU/[?^HB5G=A/N=B*#Y[^7-,RB1B7@L%)W-L*^N*

*M9"BD,W**D\\8BB\],7,JK,*\IN4I*T;C^·MDL9)R?>&R,CFK]L.1->[^+\|\3^*OGL53C(,4GV3X'}XUS!/^*ZH@]B@XA·MA0>2L5<&6\Z9/%,1YWKF?[T=!CFRA+,·DKC"X.)]GDQNL:T*

*=?73H(SW>#;OO,, #.$?=&W'B?},3ZC$·MJ2_#6D; MOVLN[Y6_O3M+MZ.8@VXNT[VRTAG5&8$Q4_@U\-[=87&$/\(L\SAL8F@$#FR' M$'0Q1V0V*_(OR13^!!5N)1B-*

19Y9#_[#@O3#VBF=F:;V4K?W:·LQCC<#=+R MS'ST_L1;,C/T,'C@·LAJCH1[PW0·Y&U@W:Z[L& AE@X32·VP8·C(A_]28·M>EY8+'BEBQYF@!$A16]%EMDH?

*I,1L,#E0IEK:*HJR[KE&2BR>**MHW=*NL) M2"\?PI% >N58WR,B0>,/X3"-DJUS9NT-_3,:(7-Q??HL=DR^#JAWU:@[WM\ M+&S&_C-0*WJPS=N;5=U:61GWT7JB)^EN8Y(="2O*$I*

*MC%7)0$U4^AL$IQ,E?>?$Y,$(7I(4Q))<<;0·PES&9H;4·M3E.Q·B_.(P"%Y--#= ·RN·M2;6**W(EZ*T6OA?K[)93[>)0Y2<$L+YZCV$-7'VZVBCPU>HDLVN6.VB2%-@[·MQ;+*

[K3E]FJ#XNYO3;+W^5MU/K5_NXYA,$0V<8O<·M54G>@[NDLU2C69'N:I_].G.3S·D4Z\5.'20.CR1·ACQ"4KJ4OO ;·VPUA@>;_·MO0(W@NEDD$%G;·\U&VEA4J ·OS-5O"-YH-

&U>?[G]Q5ZPST'Y^N!23;|)-C6·M!]5O+Q38)1'T!G3%C5#'?-8'ND!!!MHED0;\|/CX-/..N^.]%N&56" MNTR53-= 1*XJY>/YB.I8QF!ZTO=:T,·Z)M(T;OM$ZO5.6U76N47P4?BYH,7U(!*

M,1V,#=+,WH526SE1;)BFO*:T[WL[+RP0Y[$!H^ 5,Q&\S.W>$1WF& M:0]^^H! &<A!_9,C)WVR$G?F!L/S!D09*8!@!TP%5\-FUCD@1J,;=@U$>3S-*

M<8;H\KVBRZ^'Z/+O6",W&S"=8+L,S5WSZY2Q6VE7(Z4-,Q13<^@LJA2DGB(MCB"0%LD81$HUMTZXPBU>@%66W5*#AK !:LR4T= ZG9G|(DM/,^UVO;K6!$QJ*

*M#$K1_2RKID/?I@T1VL4H^`RNBN"N UVMZ4#8>S'0QP.H8SV_>1_HQEDN·M&X\D:-G1#BND1<"N51U00'4K,'[$-.K#**+^,#11J95<*ZGZ)(##!E"TQ;@L<_B*

Z+30G#45EZX1S'3Y0DX0]MZ+=A%;9KA"5XZ>F.C-/<; MQ* Q5'"+FPGWP\-<9O;[%BKFCI?&3B'@C-)#|//*%'';"P3'[_9GGG[#9^MEQ·M?LM ;D>NR=!'+*KH4;; _,F#J91"E[$6ZI?*

*7%9GU>$R6J9G'6ZE*DT\4H@_,E MO%%)^NPT"]YA>QBQ_3M"QCCV> ^(8@\UDK.\[IX<5,6"=1T4R9[\D -<=\ZGSS*

*M172MXKS$;)EWH7!WH4U15UN[%ZV9=^{ZO7#:R(,OZ2A|&K"8)K'P(\$?7^M·MLBMM4@"F7)V:)O0%Y^?!M-J·O+5QF(@'K*EML, M1L&KH_YW^/N,8&R*

EM>P_?"K5MT4V#!7·NS3:@W1,'9,WPH82'H]\4LLWM:2·M923D3P932)O@%!B%!3>JH&KQ:Q5SVH'^HHN(.@MYY0E#3V)<&$Y<0$_=;!=" M[(T%NV:G>#A"$.:DXS8&!G=W_G*

:7[#.MH[JMGJ9[?NSN"%A_5;?('T6$:(HW\2555:.T:.0. M/*C4AWQ_4Y:BTN9R5UPS& P9)U@EBP#HB9<<=A7%H555,!50+@4R>%?.$!T MVXN(8,C@,.^^G<6,7

MN>R/T:>\,)HC!\X&>H2;#*)M_,W=NF.=)C>$5=,Q MW·R.,%,63T?H^N?!*$M^41IS2!3"[*$B&L*5"(#A|E*9$L7*ECDY3%,9O2 M8$Y!-*

63%K@"60GE!8Y72,S+'P69XW;'O37DNT#$^=#LHT:'<+=R+%PSLAYF M@PO9=K7\T[S$%T642P V-TH.7%*>)ER#W[FM;:P"\DDSBIO[9:/-L]MYT\(/·M,>Z!OO[9U6^()#)/^3MOF+|-*

*?.8M8'X,"()DMH3@"Y;\24IS]|02,YHRG&\A·M"EH>YU$M%8=PD7"S0\JHPTIU;$XTH;IDZZ@G#"·>0_].0.5@<RT/>#]ZO26PN=:K·M>3DJC22$8UZ&|!*F"]=V\.S@0B%MO.),])@/"*

fE;^5%5O"?+JIO"5>DP-6@^·MO$<\-4\&D\:H4.CZI_D8ZG&O+X5O[#·,/BV+[0&VE)K-\U)(>G·R99U!N:TLI?19S>·M:V%61M%3K(5?:

*=&LKI3O@W83HI/V&%P,6L\UU.17CQF;HDTLB&74C\-3H> ^R M++·O023O;%JW%VYF^RJN$BILR*ET.)HJ(..>(HZU^XA4·,;H:##[NT\R1O=*

*MN^DS$YE2TN6,KCBPB(#]4E+]LHH+VBGO![BP;M)5L+/]W2)0M ^SO4NGA%E9I MIT]RR+APGSU__5/03_^/Z4+\]D!H_V9%A@&*8Y)ND/(1..6D*HX9X)6F&EG22*

MU5I4;I;2@CO>H52W,JB=4X(L!7/<87 -IWI#&#^Y=WLB85 &EE' Y'+;9K<+ M#!= ·M>Z %9UA3:RFB1WMXZ (56Z,6*CTSE]LC·;%Y5"KS?]W%P?38-$5WP'*

MTDVER">,5KRXB$U|H[:"9'BK\UQ(_QCK":;XDI5$"ME50O%=<6NT!M|CSKM8·MSI2'L[S"\[1=M,2E!·<;Y0%Y?!M-I0<5QF@'K*EML, M1L&KH_YW^/N,8&R*

MOZ^9N›4C4C>3Z!]&RAFH!9>P[2],(Q';7+KEIFJ8G-^A;GJ 85XZ5&EZ^XN·M^]I+]3URKR/],@RKEB2JT@?DO\5%3E,)Q;J8QXW19,/)^&;1542A_,S]^.T".91#S2]\-]!@FU·MKKNI?

P./KWR[!5)G48Y,]F4A.[$-!·;;9EQGK1;)VT90@.AFT3#GK:&9FC%5 M4> V$G^07W-N]AT_<$8<+[;#@VZY9NH0"P(Z)D2IM/RFLI1TRW^D^EFY13, M>YR)XH_O-

*3*087ATXOE&G^ED.M5QP<@!C>I^_C[!Y]>E=0BL=[&(T[WMVNS M1YWSQ177+L]EVZZD7X+ PL%Y$=^*$O>?WYL2OP6A';21V0VPQX3)P2@H^%N; M(ZU<4]7-*

F^]7+2#D0%WD9%E40PBJ4V·M^?SDRW4R3JJ%STW(;_$+\N>3]&XHY"K0IH%#QH7'PPDX·F5MF$(+DY7>&06G> M0J$@EQ+;,2 ;($^/(PX?$T=*DDY/O8Q15&.!^:·D54DC?!<9*

*//ZXK75*FF·MVCXMF49ELT3E3F[OW6;)ENC&6T*>8?=6AMLJ,Q%EP?WZZ9'U\|=$UI>DF<#< MKAXTF4FHF0$]%5FV&>@HI6=*-+V@!--(05"2LQT378B·M.@"*T/K@J42!(_8T$G]?*

*LF.%> 7VL4;EI_D+< M5"D;B^9*8EA>(_P7>-1)>P?R·(YOS<3+R|A]@:(*Z P<#*9WQG3 M>7HL]^(QL9R%RL J-Z$WEQ·\EE=6#W]@CKR\U[fBL(,O67:/Y^Q(VV'=T@66FOZ"·K*

3#V<6=^*;?]MQ·SC=# DEVP:|@·M10^]!&;$6"7A33YA#58?A4?/^AN.>0)2BIN2E-N8Z)&(·D9U;M·MOP'2G-

*+H:0*CQI2C"'+9!PDE[2T:USC#,>W&BV*W;85(CHHT8PJ"S#R%V,>;6N?MPK^#2#!NYN1Z&%]SLGBNU@!0!=D6MB(1MKT#1Z2BJG9[3({^H@U;]6"--6=9XV(U#?·K#HO,BZX-*

$RUVE0X+,909BHA,@D V2]X&DFCD/9"]C,>S37P >EA M@C7>7J.^<;4,"GX\(4'>9!C+ 3 &Y9=@)?:IBH!O#\OGAQR###T'P!(WV@5 M6X&H9@-.BF77_KTW/UON@

*i*1%2@WLCMCPN4'&@R!7K?9/#(ETQ.T'HLT MM^\PT3Q9;P84(+_A15#U!BE1*!8DN]-[:N7<7)-U%G 2,"UUU&5 T_[6LFS(8/D92>KC,XO3X_>G02GIYMAV*Y9 M-(7,|YW=0Q*

{8)M<_G(2')V?')|>7CPML;Z_L[OWF,2Z#]T"/9.9P^:9@8"·M_@257=)&2TSL4MB24%BBVZMS··Z1C/|-%I.U-()YJJSP;!*\&[·4N>RK8" MW-7/GK.B\"FW0\%E*

*[H3D;;&I,$UD@:;7!'.,2.#QI*MF5SXT)585PWH4>)R:?VV272^·M]DX(4DQD%/C+:WH"KVA.$'L(;OWXUSEO;4%Q ;I.N!MG0R:PMS%=FV&S0L6P M)>,5/0\N9^2K*3^BH,F*

M9K:R>|@J"A!%6J7|MG(&\3JP4FA3%GT0QLON.?7/O3S ESW89-H4Q+83^ MP'-":SU-!4(=74MJ;KQ0,_L7IJ[(3[STVC:J[%ZCAF4]"<^T@E.BE[G7"OTN M&?$]XD.@0GF\TG*

*=',D=CO3]) ^E(fZ&> ^[@*HM^#T.SI_NM%*R&0;&C+7RI6 M$%PE$D/H=$B#4H">P"W5IZX;9SS·ONRVUVV#"R_-#85N\!H#)T(6L|AT%QSD-*

jBSM[_0Y"+HZ&_A4L,$8F?)9>_&W6OV6NL: M%V96I45M5[;VM_^BF8$I'BU_<#.Y!N17V M#W=>O,:-[$PO@D7LFX9>W1-;*

*jD%%34O|Z1U:CTYM;X=WHFF&=!F)3TQJQ*QTLB-.RC'(AT_D7# ^UKA,A_9IQHBA.IFO9|I+ M(UZ.3.*X;>S"B0SVJR3.6O?!CG<%]+8W"V*5,?N6H<'+56PTU S5M_BS2_9*

*M2O5*U1W=Z?OBCB!0G>Q-SB)&;#R;$?9$2"OJ$VF|Q'V XR%T)$EF7M\|8-N|[M5LV#=T3%IVR@TK#MG{$T=4,)OI5H6;7;&9NQ=N+P X4ZI/D2J)2N9;37=^ M2+*

1HW#9(%95.C]:R4^A"0.&$EH'J"7--IT=JF%SP-J3BK7PE$271:#E*L2 M'RF!EG:$_]1"!,J$0B%&_>.IF_?*

*K7LQ0Y!S1EN+@$^N4JYS9V0+2N.*XTH+VH&P6L,."Q&63AMC)5OCNO+5]EB;_"2;Z0*KWOO"6 S@&SQ?1YJV4.Y/ MNV*^GW7!!>J63L/O&;.^"6^YYLS{^G"%("><2!)-*

*SZSQ+HA94C? >]_*M;&TI MG3:W506"9A0|8OM;!(90\8VB1&-38=>RPN7[52+E&\X]UA7LG4TGEA];X23% M3Y*3W."WQCFY8B2"EHIMPD>G(!=-U)?*

*M7=F!5J@,4;O[1.T.GF34[H%VT[_/ M[I9==|FMI8+*J=UM;@HFF%;_G)?:-X9]@DJ8JG[L*VP,2R6&4Y?J3]YFI|:_MYS?N?8P?M_KVL>J4?S,B4-:-+N[<*)*

*(J;C_R%N+CEFGAWE#+.M^2M^PMN)<;FL:GLN@,E9R'S/V2N;OJDIYRMCIH,J!I;>]O:78*K@;JQ(OFP;.A9 M8HFPU^,^-;3]B,O>[QW*N8)OOQZ[Z=S,'0T"XE\MUF^TC >KWAQ;Y(-G8)@*

M#J"UZ^LX!@K<4TELQ·6>ZLT+_6<>):SU{QOM>?!9'1Q&7/5PJQBM?63:U$·M·ET$2!KG.UN3QEJ;J#·KE.#09?M3CBQ1NZAPG=L#YTS.V:?B2XGIY$MA-]WI*

MQ"FY8H50_0.9:0{9C3 "%MH(V0/C3A2<^% MLBQ*(8MZ@0FLMDS"3L|HVER=9;/R"*/N7",]VK>15S!#MTIF[D)[$= M(J4I·MF',#M2+;%LO2LU2X6I>S_);,;.UW-*

*U,9G9K2R!!>5QOO_5"N+;-S00D(P#2I·MO&:O|HSN\18#T;B_L[=/6&!V:F'[ZJGPLX33Y)_\Y1)CLN[^#H=$E/R'S% M*Y130H*5@53\T &ZKA%114]QU2WODE0=3MT:?*

=EFSW]CSP>EIS1V1]G*;,ME6&TL&5=8<-V26R7LZR5;[=8(,8%WOH0C%EZ Y=<9=K?{JFM[^Y M@IKN-?>G] M*HNMAM^)X>ND<#:WU0@5:]>B$6@.D'3,;S%>ZLP*

7PCS#=&^G#1=86;?>3+> M;===$C*1!W&;X!7K.133V)Y2[V'V^RJR&[>D?/^@Z(Z]+@S4RO%G2GMDB@X[[MHBN3Q+%=F=M===YO3G=JP9*9M'EA3V+[NMZR=|$?

*6'DKR21L=&O@&;P2L=Y?+ M^PMN)<;FL:GLN@,E9R'S/V2N;OJDIYRMCIH,J!I;>]O:78*K@;JQ(OFP;.A9 M8HFPU^,^-;3]B,O>[QW*N8)OOQZ[Z=S,'0T"XE\MUF^TC >KWAQ;Y(-G8)@*

M#J"UZ^LX!@K<4TELQ·6>ZLT+_6<>):SU{QOM>?!9'1Q&7/5PJQBM?63:U$·M·ET$2!KG.UN3QEJ;J#·KE.#09?M3CBQ1NZAPG=L#YTS.V:?B2XGIY$MA-]WI*

MQ"FY8H50_0.9:0{9C3 "%MH(V0/C3A2<^% MLBQ*(8MZ@0FLMDS"3L|HVER=9;/R"*/N7",]VK>15S!#MTIF[D)[$= M(J4I·MF',#M2+;%LO2LU2X6I>S_);,;.UW-*

*U,9G9K2R!!>5QOO_5"N+;-S00D(P#2I·MO&:O|HSN\18#T;B_L[=/6&!V:F'[ZJGPLX33Y)_\Y1)CLN[^#H=$E/R'S% M*Y130H*5@53\T &ZKA%114]QU2WODE0=3MT:?*

=EFSW]CSP>EIS1V1]G*;,ME6&TL&5=8<-V26R7LZR5;[=8(,8%WOH0C%EZ Y=<9=K?{JFM[^Y M@IKN-?>G] M*HNMAM^)X>ND<#:WU0@5:]>B$6@.D'3,;S%>ZLP*

7PCS#=&^G#1=86;?>3+> M;===$C*1!W&;X!7K.133V)Y2[V'V^RJR&[>D?/^@Z(Z]+@S4RO%G2GMDB@X[[MHBN3Q+%=F=M===YO3G=JP9*9M'EA3V+[NMZR=|$?

*6'DKR21L=&O@&;P2L=Y?+ M^PMN)<;FL:GLN@,E9R'S/V2N;OJDIYRMCIH,J!I;>]O:78*K@;JQ(OFP;.A9 M8HFPU^,^-;3]B,O>[QW*N8)OOQZ[Z=S,'0T"XE\MUF^TC >KWAQ;Y(-G8)@*

M#J"UZ^LX!@K<4TELQ·6>ZLT+_6<>):SU{QOM>?!9'1Q&7/5PJQBM?63:U$·M·ET$2!KG.UN3QEJ;J#·KE.#09?M3CBQ1NZAPG=L#YTS.V:?B2XGIY$MA-]

*[,RSO(8BS3A'"VM;K2;E6@W?FU !AU HH^IM*BKL7O% M>1*<16TOIZ9Z MO!AD0W, <7-0 _] 180KO%<6/VMY091_SS3@04Z%LLD9V^D,E5;%"$*AHUJB MXM(TM+D.M7R-3X4V^Q=><$8FTR:*"_92VL130I,0X#5#7&0HRPD#G>4(@FJ* MC$W7$ZIZ9N\|A?ZL&HAUT# Z^C/_?_;>M+EM),L;_BN(GB7$"%B/Y-U3\4Z$ M;,O5FBG+'LE5_?1'D 0EM$& @T4RGU__YMTR;V+A8LLED,T/W65))))9<;M|E MW",,M>-C";PK7OBAS<*&LA*)\H(9+(""%'T@T75]0!:0XKL=GR;5N[Z)*T3 M:WD\=)C:!9-HU 3$(;70)3<="<)LU-"ZETALP& M=8;!M"")@V@!P,/M7;[AP|>$>5NGWHL9@F)#<%^**1=Q6LZ;R[V,L>]R9O<;?Z(I*V16:X3 M$@#&/8]P:E2]7Y)1CT1KL\UH-U-ZFI%0C@G-TQ("_BJ;H#]91NS@ZP=U* M$]D> 3ER&V.|%K0W]POSE]N.S4^|S##9Y$EI5NNN4ARCUQV1,|*-]^184[G@ MG1+&^>@.%%I.CY_YI8WJIT1$;<9*-S4KA%2?5% (U33],3EY7^O23'9,%,(V0 MI-0B^%?E89]E<+$R2E'JH1_/X[*CJSC>YCRL+44'&$PMV0YY6 MY*,>DKID0V6]V>]K-4]'W(7@66=C*,O,LCTBW0NT(B0E*<)A+-:/L F[_';_MU0D; (^4EVMBJ67]HSW(^\RB|FT9;X)MI4*S;0OUO%>6O\@9*KG)O2'QC\VE)L6_?U/M,T ,MT[(1M4P%[L=L5L&'312A'<(?EVH;B!?JH+VN"0MBTAY6HMKB]=CX'34MWN--+D+%BVC#IND@@] 1B^9AJL:;JA<)6]@ M>Y3@WHNTYFYIHYTY^Q&5N7O]: ^JKP!54G#]E;>V]:HHM MZS:9JT|NP^:",A".O(X758R46(6#(W\<3_*'"R106NO9?E)2-,-[UUU4?AIE^2 MZ<_]'ALYA?CFK=FCL;8DKR#T-*LX%[^2)!:,LBCX[22HM:<(3/NFKN.P5<\0 M/<>N>.Y!=O*F9?*UF_0,):,|8[YB>TN[6Y@U^9.=:\|,"0#=B3PD'CV3O=3Z* ML4-IGMT(74-U6\0,HB[QI?%![J*4*UNWKVH#B2B'O>>(TJ;_A%MG>'' >3>U MYJZ>A7:;M5_IP0Y'7."MHY?LV(BCL2>E^89S71-,'-AW"(22B7U-!)]99&W MU)QK9J3QZNH:?*^UGS8D.U&NXYK)2(1G?HX;HC(#X),"7*!B+6MQIGO(>-A?HW M=)O'NS3'1$CFB/87;/:E/$(TLN|<,V.57PYH":.5."5UE=#6WTDPCY'*!*CF M8>,N.FD?2 QW#'XNWU3[.KIV2NM$VCBO;R^N>UX2>UL;H:ZJ\>M'-8IR\|#+DKL M=/.+TGU!8G@^YP8>"^FD0-.1')GAR2>3NM#)(C4|(4M4TLOZ0\!+/"WS%>6. M*2|SVA4RJ%JX3V7'9*G;E?O0Z32);9329^/!|,H":'S+@Q\Q$43[:0ZXJ$V) M;3KV#Z+/_)APTZ5"(]]JO3#WZL.LF\'ZF_,)NJZVG6]VJ+!U5-A>[G:%;>@% M^P'FN*]]%GW<@#%\/" M5/TG\[#\8]=JO/D^,7)OUE5G]/QS82N4D&Q7QE<&2#"RS'IMI9/&3B?U;2 M9R@>7[N]*:\$PN>.';=(75,(&?S%X>#PD'BA7PX-B[P3%<)MBA/4228>2*X1M$_K1Q7KX\O%5SY79"*B7;? U.UL=Q6VYFC?M&$RYV. 2(%# M3&=3!C++//2WT%P!]U\U[_$W7\Z.EDS=U4LTQ(B)..,[**L^G;$E\C9DU-F6E MD(: VT@-CBTL$>K>P AV+"B-7*F]#G5,,^Q$RBIJ:US A=%/(N+@O4Q(CE# M)ZYE#*N;H:-(IL5>GE\/EROD#5"X?6&'YB2ORW2!!B3LV50]C;2PTM(U:3.0Y]|:<@6 M.+;CT58-IZ+R? <2X>#]VV\0!!6'H3,VZ=@%23281H2UAC(>==NG'_/]IQSG1 M <]NP*\X#5+SW7<.:+#OR @6AOM^^R5#NSn>%9AN51K>SB;FBBE%7!{6]J M:2B%C@]J;3"O1"I\]$U-]}>\,I^YBN_R%+/L|\SC)I67JU:U1KGWY6B#(6<1 M!G\|,C"S.V!0!UX"6+Y_"%3N&\Z4[@_EL%)\[@9W(&O*)?"/3W9I12NK:P[M(S. +&UO\7R;HOC"]8TZZB_'5KM;K9|*6SG\#"P<>47US$)" _>=U_/N;OGZ M6KE\Y$CZIA&QCD^WIKS.%'Y-9GA\C?!\,Z]MFV1.1#/822GT7?X1?]220^H8 MN! !.NFR@<_7CNR>? K>3EV9:1[;+LZ4>+UK7?(Z[@O4A$/]3\%H_O,4ZE$%# MO6%\3Y^%?N&?V! ZAUW;K6/+<>9>F:-F&#(B$ X4?),>T\76A3Y29V0:4#91?H>M MHI-AJFJYP73;[O^3M6FSA23AX :SI:*XZLF74::\JZ%4"+-(-E4^LGT4M#M9 MDM-=8#(]HH+DSQREF0_%U!H0!8:R##I+6[:*)7Bl;6'P[E @T#NQZ:XO^6'[MR3$7'#G>KW$\03^"_P;YW.],*XY8"&E:QS+L,&,9FL'\+PE=DY%7!Z2.VQ/ MJ8*$1QYIY;3&X]"6^KAKR_KY?FRL+RENU)BX[: MM!^-\E>++FI<#*\"@3K=L#Y#. [X!TJN%;!>ALF(X_%;RY)U'S\-)Y!U#F>KA5)RBS_51APL;T MHRZ#GP2X#!_.KUC!!74H,'44F-[L8X%I,'9S@-G&38&PV\)60V4.UK1/*$V* MA\6Z/K{)_;D(U_#'S#CA4M<.\0T@J9R@Z,P[(=\,/*KN/\V ;>NI@LL.3W^ M\(CK?CAZPY/,60\[T~RMU^.'I'F M5(GEZ2Z56'Z-LIA "H%=) NVN>AHE)HI(CO7.W [O/%B>",50#RCNRA)11M$ M;AFJ? ZU;3#"B09$>]W]6=8&Z3.5X";J&-E]H|KV)&>(V>=4QS4SGE;'CQ%9J MI_#G%R3*HDKV((?U]K!QA:4)%-K#[15V= .LF=K8PZISM4;+61WN31++-IVN M6'^3JN;6(9P1+H6E\1V<"S)=[62=S4++\V)Y:<\]9WU<)^8]QG6W)P0BW-3*^ MXA% 9Y(BMIOOWAR+(P=X91"!6X&=:(%%7M@"6K;<,I7:D7BQV4CLQ^DXQ!K2 MW\RR,N%3XW]$=%)8B]W.MXC$N!/$TWB"?!6[,+'^'U40(R]R"=TR M! LECR&Y>GL]*VO#EC\SOX 5"@X_,)ZFGNR0(;7K3W3T-B5*Z7-BTJ%=8'O MP4K*]$F%>8FQF0F!GWW;T+]fG:^@6_@MAH!E< HF*+,8H@EPV:=68;+!.H+UYFR5>W+WM/=ND=G7 MN8VF5JE!NT>RZ_0@1;-.?CLY%#;^.>J.71D.I3QQ5.0!ET!QU-'4;@I@0T' M%-DLPN6OS!3P$[B#)7}$1MW.>R7OXA%:=?(C|\$6'EU ^D!-8ZB(/ZE2\B\B MT,&,YS2KY-4U: U"SWB;J:(E(@'-QCX8+UM&\[100.*S=G>W-M\]+$3!.L,!Q*18("1Z=QM3L:9W@!KE M,%]/(BY28.F&[G.X=R,&:U\C?@G M?@%RPW_TIJ@OCXDPE*+W?!HO)!#/0'&B0A^OL+1]@'38^HSY*!+V1Y:%PT= MTP<8,6\2]E(/#)S?8FX\CFB3, M87 \N2'"!AUO#.V.1YPS;S7E/#V:C<1AA-$;*P?6+#5^(3]9)K,>|_^HIS=S MZ[-WOQDFF^V+D>(KE M+/,T";/ZI_$-U H*DM,N)G!)<2&]AB$SNW]K]A7"!6ZH>@(\+A^>9F3CF]S\ M'=-[P=$9%WU=5EL,ME47_3U+8$=<5ZB":$Q%"2./JGI2V8G5R>A2-CIZ=C!Q,81K_@ D6^K QO*^KJ6[KNR+,%+GO$;'MLHT0/2Z\F7,1IK*"-='L0NMQB-?D<09]XLH@P29-,FT$C M3HN+75L$-BID\GV'UJ4\%G4QN8U%#L%7-;B&? Z"WFPQ]SRM0%RFM>>HN'6- MCXVY:VMU!%4 AL6N&+9!0I^E"1!9-:W$6IT,.U+<@2V$/1+] f3/6*@X;@6=)49Q"G;_+&DPGG]>>:.5MBM@CS8=DK?GEW!5_N>3\Q!;L^P0 M;SU'$RO!O5M.& MVN$Z/$]\"?AT*LTM9L6.W4\?/~CA$?MNU78Y&_A\88>MUB=OB54[I+RMFO5 MBNWP)@6R8I"]PK0?']3@]YF=EN1]2.B8;IX<+5--<$@O8T;PN5PV8EZ8X0#_=Y)C!H%QF*V-&_9X/;1] MQ/7!M?ATU=B,.0+,N)TF&$DXZ>VQ.|Q_AD-R\'@"@F M=R.=*N@] (\#0ZY]*SS_6W-50895]R ?\)IPI%Q__[I5)L+S$82D2O. 9-I(C MZ/S_?A: (U5CM+=+-5@\?B @M*<(!E4FO[;=;=UNMMN),Y;-BX M8O:T"#]TX'AB##>;UA!N0TYNO4 'E70V.Y\ (^5I\&HS-PIN$Y.9X3L$&4R!L M'FV<8# +F1-CZ/,]2 =.,AL ^?7Y\|=@P;&+!KT#;^36-JP,-UN6W41ED.G\ZK MZ8! (0=#X4Q_OKP[LZPI5.$DSRQF^-8L21*YCT+&T+++)ZY695R*0YMF;O62 Y/D7%2) MA'!]A7Y6MY*$N8U*NE#B18]>U-ASX8!@>?K2L6*.I.*VY=* K47NOL[HF]/E M0\,7QUUL@? PAWTOPBC"U,4-!XFRJ"B[FEO31=F=+!P"(CI$;9H0GI-K,'!8) M6G5S ;-P*OX;8\OVQ+3?#,>T2_W6.1@TS25D:C#[G# H8@V*V2*P@J-Q3=!Q M+Y%F_MR"5T".JT4.W$9LP09|_SUFW[JGHB)Z_J"9"9=&]2AN66\$/B*"%,< M"V.:*H+H >ERS-F,*$82$$KA$*&C^U"EN;9)(!PAH'"5X;IS[M-K*9.RXD0(8J M*7V1!H8;N;!8TCU=0928+*CQCC0L.)1?TI0#4Z1G)E(6 =!W30+:,,[YHR_S$" M\'D2C=^F/(=V">=FU($'-&-V>M)D8>@<7'3YRRPZ("G37NK%Y3\TKQ]-1)EO M.ZW'P366C?3%Y35 :SFM2_BL\/TQB*E]"Q,UDZ]E%C#D8V.S'#<6F!^X%;P= MGA7L0+$\XI+77?90.TXKX%]-MQW&-H&&2!/PG]VC5#AO93^&R2QSXS[XJI6)LBUT)^)TZB!TDCZ/=(.R<9V? M.*I.P_5S3%=PYFWJR%D6G^/;PHO,:1.)4/LI9L'"5@-U)'GA?+%<5R4J5AXO MF @POM5]9[.+.@9PICEAOG';V&G?=K2]RRA1W9PJ?IF"T?[\ M\DT-SD!*W#FP?2K^1UHF0 <%13SJLF2[-=.17ZQ%A1ULP6H:IQXYY-(K M*,'=VOCQ%J5BSRFBH*\&D/3V0KQ!?OT--BEBA\9P@>NJ(^+.F)Q|@+!VN_M;[..!)>D.;U)D &QP!YS[R\RV0Q#8AY'1,E/.EG3Q:YY&M;V1-_MOS90^M!=N]Z[=>ACO? 5]>>6)H=4KP#(4AVDS ![6E)*M30K!%W_8)K,9F;A9R =1.A9S%]25RRL M/P;BCO[**NXT4UE?!W% '!X='EP)H]N" M7F4199-,&MCY"$PF2!]JX%BDC@/] MM.+/#?P2?KI9;8Q% L,B6I)THUNM!UZX$U>+Y.Z]A>^@)R6YAMM.DC^9PV!?`M/*_]57C2ZJ9J-,$9@:0=[_V M3L.^F+:OPS%MML>>/34%NV9]D;JX2^Z0]$5E9!U^]+)5>5)S>_,'VYFV^TT)3 MD? >HJQA9JASI!,\15[?W"*3CSDN)(F/#QSSOO=6DCD_TVCB/?>JAF"U_X&F MC$S4>&FQ6?IE0IM4P,KE:DHZ>5?%>$X.+)%MDC4]^2YT<@2>GS"O|>1R5 M24EIM&4!-D]7Q,/@+FI^,T6I0@G"TRW.\"+VT7-M>5-;D9*YV%GCH!'F'DEA/@,$(1Q'8D+84X6 CZ61_RDH,D<3RH)^$+()94.! MN|"^BT04,8]2-G9]NPF1%#V(R$-TO=%(^;@0_>K] {!LQ]_7,7FDG?QI-C\I.R7O1OV%T,;IE4V_7T\BY@Q%5V6'=(\EYUX,GN-O#0@&9<#.[HW:A_U?%C?6?-S"%Z;J;&H*%0/66K1X=R #E WQ $5;YZ!9F_7 M);RD.G4X5UT8-NQ".A2ZMBET/=OM0E?;&CQ[.6QS,,#:%Z)>&KO.=5?#MS%A MLX ,?\RAG?SD(0K#X#Y"L"PV.F=8AF[7*]!;?CR W'"1O7/-K6I,MW'O MD&NT90R=S(\[5'ITUAG4OG^E%)?F" X&$9?]@6*!H LR6_B[^9&2A'=D)M MZ88F%+,'O?R!S8D%8 9TI%#Q$\N=4*(1^EW)FD0^"V73(S9_WFRW#GF)F)#;,N*7S'G5'.W M$;".D1-BH_J76X$]S!WT? BB)V)7]'O*:F.50.!Z^W59,'RU=6_BTKIU&V!R. M_X1L9(RQY3^,NU!.$ZYAC#GXU76_Z,;\KJRZS4CCEBN7#X13T+LZZ^E!VJ'5 MD*

>W%L>YQLMYQL@>\A5Y1_Y<=<<56 /A[FRRN3;8Z\LP1,T)P7K^@]50)*X M;"S6+80A[^8AP/@":;92W2E8>/)^)9Y:Z#MXE;B5^8).A>8T@"" 3:/Q8XHD> MDRN(^0YS$VX*LG"7I7Y +A%"#P.Q4_.] @9VIZ><#OYW0O2OR%WXX)GQR=/.MZ3+DB234I%#)E6GH]RJT-DH@_"D[B)I*"")R_S[$DS\I"\"M85HFJU(_OKI"NA]PZ=.3&*^$3:+YO2RS;!"%VF#9H^7?+,"2K!Q M"WDS,]'LX$*18ROZDTY!&0]@'H,G'UDLD3T^Q!!TF WX+$"=)]"D9G84Z@ ! M'> ZO-4+X-X#+3NG_0#0RM51S#> 8ZLM4==LT,)5RCA%$=_E$VS*YJ1=*6T[M^YQ9&TYJ[? 0U4S6,%@B^,J%$)+833K@$#ZC:L[2$@.B.M.|AEQ3T+YB%, M@<$*GOA|S50S\!]FV,8X ^GW\>P_'DYH|\?O>:(42[TZ5PX>HP'/1]7K5BC M&:*I:\CP;UBK[+1J,ER:.$5QZ"#K).O" <8MD$6/1V31A9:ND%:RT2P,+D^V MGOEZA90%GEZGJX&&/3F0AVU7?V^!U72P,"'"9$MAKROY24IBLCI*/+.FCDS M7,N^L^3Q],#.:H($-/.C7+>".VZV'&UG9=6UN?9$0\E'9_9? \DAA3A&$%= M2TEH=^YZ>$E%])+[S#5 1H.$V.Y$4.E+YXJKQI:C;TX*&3&XMW*.M57QARR8 M0 :4.]BR9(<0=9.0U1P%T11VDZQ<\LLQ^#.VO<@CH9IM+FH2[V+]YQOH=$=: MX2[7\>V=7V8'I4Q)1/.9=;@S0_N#&$:A]HP.*.K<=7ZA2?N-'8._>\3=@ M"@.R0G2;,!0?H=\BU-K0SF3VBC'#QLHW(<(=559EI(R%-5%/C;U;#EW"I1M) M/TS2*)D]E4QH/70W$9(*)HKF/6-3IK<1MA1C7W9K#^T?,OCE+D%4SV&YB0#% M1T9S!.^-$_#(8%6OKVP.@34$W/.\B*DW_V#UVT2S<]9!5]4>\U[[!886Z81 M5'B V..\N[CW> 78C;BM5@(1V+UJM-X*C,&C)\Y%"@74MC%-E=A5=G51 \6_> ML,/?/AJ?YF48/#UY^O+@)6QD0VUG8*S7)?$[1XW+V?-0*K@XII\G9^'/2K&68 MQ@<.[5M119RD5]H+*S=ZY"\;WCW2$>D'[_0X/O:2!#;D6$)V7]LQ_^1J6?/=(.M0NH)!M@A_QIGR_O+:*BNPA#6.:V!]B1Q6_^]F1)^0*'!1P]"U@K*W11NZ413 MX(63K$BXJOIK%Z6LQ5 U+J^J(*M^^7S"G<%P92)A,IX#]$2%6KV@UU1[K?>, M.?3(I4)<>M.U>\13%L/"@\L[SLPG,^3GI(S%CU]Z,L >/L=MA*<"5P.[ST6 M:&BS60(/=M,R6BW-(FV/J&W\[GL&"XEAS& $G^J*26]2P=(0.HD->ZN35I7C4 M5AONM<-6#+NO.[-,>%GCZ9T1M>?_]P1=<-.M>;G=$0E;1Y,BP;A*1*;NG$\2O4[:IH=&%V$)\,8 7FU:V%,G|&L.A+ E-D)LNN1A+FDT4#9]2SIM&!LXD-[4BODWQIRQ[: @L\7C&Z MC#/,C/&DA]_4S2-1'X:T(T_,)+;'#3]@5_K+']RRV>PAQU 1P;G"CQOBK&>V9 MT{IY_.ZVR#\I5_N]\R@ZN_IR\>ZW\^#BXN+/.1&[*L,/=$R<|QI#OW'QG^\[^ M7;Z_@%CL.OCR*3C_\ $BLS_ .+|^OKX.SR_?!VT]75Y_^=G'YZ_5^19[/CD]. M=RGR?*? \Y35X@%%W;V2S%R#X]%F(E>9?;LZ/KW&3L]:A/=EU/NMXT*E\]7-: MQ"'TJ4MS3*V ;9-2+=3BW9 /9NBPDNQ&I'\K8!#A^MF*6Q-\;%/ K"62!H;"-[P CN+"TK\YM_Y=GKW\)WB;%- /CMM\|\$:#4#.-=?27O8!#9U5L8I?N]HO*C-^GS'0E^@MC4!Y8_"M*:_.8-BBG(.)>N RN&?F$;TQG4X.P8|K M7\KU$!G'\P5QZ0@EW)H2? ENW9M^7]7#6M45'=F;&^A.4LZ9;YL(DB0SH)Z852-VNKI;V)V6;<.&)LDC-98RUGW0<>_.J8TCLS>U.K*N_W ML\+?+_.J=G1_7IA4*6!\>3_?9S (DY+\NPI;/&FM]B'-^Y048F/;90)? $%*D70T%G!M\LT MNH?BRSM!I3?GJC$+,Q*?MG^1'JZ;77&/O1EVQ&_R'+4Y;5MXNY=/RY0FK%2* M]4).9.!?QIH3)0 "S%S_7E2@" 4>>RYRL^QE'J0*0C.!;VW+ ^\AH%Q>P_".[M<;]GZQT@XS]756BE$WJ&F-6BNXIG?C,3RD2_UVC*Y[1]5%B=L%'FS:^P)ME= M;HS#%&P#TRB+?(UNS_()CMJ*0.1PP*1DVQ(<7L MK#2*O#WHLI/F$Z)!WZF9MBA>%4WS+V%3S=>DXR-&#K=3TM M?KIO1_'4NP(4BMV?_/(UR^^#95X.U]?.8SZ'(\?\X?07=CFIY.D\SV*04L5+ MX.*M4UZI2J4R;/"A_GY|%GR.*K/EJN\LLB^K2Y5:GNYNJ>7.+#E;:EL3LI-M*BT1F2J.^$Q.&)7>9VW%6 OL IV$_0/"D3HBQA&$\A.D,%+?H-`|L+' 9B M MOTB.)BPD7'9?7_? IJ_<P&=8I2D7I$@'TSGA/(MUG)X*.X 0+ZV1,0ZL+-_45_*Q^DU^Y!!G,PR^NL0P+E^?)W.Q%WW!Q.AV0.V^<=[=?FF59M3%+QT W_YSR8YAXOV ML!D1<-S0#\G(<\]?HX1.# [$M:]KP1OSKU%#]^1?.T/A@=]81?D\)(NM ;UD8= M)LM6^I C9CQR*]&UD0X&A5M<0*PU18B-]EZ:I-'Z7P:(H0$Y+CSSIN; 8R V M=0!PR\'UW?,Z#$#T'T//0Y^;PQ\6]9,S"(2NSC]? G5^?7WXY(U@TH*#_=G9U M=7;YY>+\.OCT(?CRUW/&19]?[U1$D;2D\]W#@DN%?1S M6VI'>?H,DS>_*3NU?)+FH@^S(N;*(.Z<$BU?@0DFO<@,XZNN5\I%38]5%2Q M@8W/8THG7N)7=9.2[NA]37!9&7H5C&L3.,0E$IC$6 ,\N$MF(]C$C'$[M8344O?8,4B(%.!EO^)YE=2N M86%=O^_=^:)3D/,SH#9Y9ZOY3:(&OV/Q9BJZX@@<(^=N?!PY_,HP,Y:;E)(MT^B7V$YGIJL%R;(FT@9#^W^%!G0IC%3KH%!SL"-QD1>;J;0IA M,14^KE 1]{&[F2^%E E2U2(VVCO>"OMHA[Y# MV[].K\L+TI$VE3+K?D!<2@? I3%3%Q0VA=CID.7$=8*3;>G\;X_?H=$/V6@D M,_E":#T%PM"'*1W'63Q+F$-#7M9\ZK,93FYC3:A#E1&=$9M.AN/Z0H+$Y|PY MKGG1.:Q[%YF?!A0_DSD)S7[@!!=0S.?6 .LD\URY4/OMAK+'T_>;M'L=W;Y MW_0W^.GL_<>+RXOK+U=GH)02G/UJOKX7[LE*BD'?>EQ"NQ0&:7V=@IY0L#EE MXG1F[&)=X<+R_NCX] <@0AEMW&0Y[2)6[VBF8>>]RP!4PY!9$@+ %%YQ1!R E M\=X2=SR&Y(U&$%!^;7D*H@'F1*V65#%5BNT_NW&1+ ^UZS-L-@:?9![6<1)>LD M"EJO:...P15]@MSV1(^GL,,68=]/B&R(&# 6 YR(GC3NN=!6B8QW/8\+/(W3 M6(I0#CB8N!..XVU@!2S9Z>5\65Z8^U)?&%"B-HNQ7/25V.EKC'!M2CB!:XO+ MXYXPYG56K;@^)1+E!@>P^6[*P-\;:W/WN"8>'80N 1HJ[#\Y/GE%R:1!4C9! MM)9'Q:JN,_$'J#F;_U3XH&;D0FK&TE&2C@$L6DQ3_?#\"G'9*=0\ZL=D[WI MCC/&5W? Q""HRJ=:TQPW3. S!I*[KW_FAGIW\T++SG<9GIP#,|QP)S?.5R VU4M*?&].QC=\D0W2XC,;Z!83SZ9GO\T/VL,D9B5_EX.0XGD3ST_J92$A<JJ[NXW>- V'0V%RF!8Q.(#9%+IDFR^4(G M>/=FV;_>I65_;<'K.V":^^.J!+$"7GD*X;<=_)BJ8J2*0-)56D5?F3"!G)'$ M2D@6A(U :G]B_]TO"<02SM&+.T7CV,/Q.$EZL[#5;SC.S?1GNS2OOM0YVF MP7L3J:=Y61>/K4D G9,B&Z";S(EP=6RZ|=_LR+X_/=FE?2\1QSBXANSH#ARQS5,USFY,H#YUL/]T*7K6 MY XBN&\."5OP/E'#*B$1'PZ(+)#-?)CEU3 ^*@CO)A!Q/4]B<:,._C"63$>I M982MBE9=\NTV0%+(YJPE^P&XG.B]R>.TJH6S*C\%CI"$[M834

*D35FWDF87^]T5"+4P1-M,L[_Y/43[=_9?4B/%05.Z]*I_M551R:M*9D-QY0\9[AI0@<_"B@VLX0HC1K/Q^Y802E?0$U/@U^+O%Z-NFUPDP#C;(]G-MA":6@-\#*,-<2Q)D?*
W[ZSLY_]@9I\U/'+5WB.?C!&L$4.H9XJ@=TWOP_.3Y-M,lO",>]DY(:6#2%$@-:?7HK,W!5!I4VHB"@BH;7$;A(2!;UfJ\@MRW5_\8>^'-MF5U-698.C4)M**XZY%1E\4I0PH2!R-8,$'\''Z$Y))2@6ECGQGVE\^/N?OIF-MXYA_KZ;"L)/0:@'9I!CGT5TT?+/38^-M*%U;-)ND2]RZL<4SX5KIN30-%T!R,.TM,QDS*UJ>.;@0,&9E%>/R\T#$-#D]
M#@QCZ62X8"8S2X=ULP!=>(60M=/Q$C0#OCC3D3AM23&IVQ"}JO"H3CLC7EW^),D MH_0RH*3<#G)=TH+OG<PT'*G_PB8 Y M<5(D8I]91,"G\0@S&!*D]=<]L23O!F.
M^5<)>$U_1)O/W!7W%/R7:FF,!\4BE2,(AV573*7#O4O1KO#XFCO3Z+[VM22U-MI3SH,L;UMY:85-=U%-S8FD!7C5)=-WP&@4D/EGEMHCZS9$SP9CLEH)/?MP<(
MXER!>*PLW!X@^;QI"(5,<%%%B^?3%)4 5H4YK!*MXYN84A;F,>E((%T2,XXUZ99D1)<^K@MCGVW)2 LKY&-LLL/<]0"QGO"C7'A MF5+/4W/]Y;O@1XNZ*.N('2 XA9MR2*>|
/"*)EAW C&H+;G170C$O0D)S%& M&U=B$K:UGE0O4CSR1^2'?B MW:7W>LF\;JC. M.N1^%DRR_GKFQB!:4#%"A(G.KNC@DZDf3;N0%#*iXU8W.'E2 G'KR+/8C2&40&'!WZ2
M^RXSSO.0)8/1 #^ G1?Q7>08&)7(SS_JZ8U 15:9:R;.*$O]X=80$4?5/10. ME' ?^ Y);?SDLOVPT0P $-"4A+& <,9SV[[-W?I?ZJ.:U!A 'Q (C4\'KWE3 M$K2&, ^CR0+#F%Y
Z,H<*@0!QFOJ^*&YQA/'YMY,2V63N8(Y/ZRYN"Q^FB/P3WN](@,)#VM05482=*GX9 M$0\ (HLLEO 0?8XBK^|4]1_2N">:\MXV=;RG>UG'&U+/&NPU H^03V?\J;2L M;
LQ^HFE=A1)P,>K+$25%'"L!T>\Q)R^]$5>K1G8O^AMIP03+[']8 H;M,W*M M#%F%L1NBOB13:]Q{1)6:E6L.%P'D%Z9@) :; Y-<#\3"(12\DZ;H@&2;'(08:+,? RZ<8*\KJQ\QVR
MB'CFJ%%/M.1,2@1 0;GOV/5-/[" D>O?.]ZV[TCYL?)/F6)[\OT+LFM+++PN%.(H47\'YRQH9 M'(3 ??>(}46GT/9!Z?4/*]H$F7MUIGZ9_@:!A=1^4C-
@9ET"IW92V3.7!D^%5\K|ULK1E'$Q%H!S=DW1,2X+6UD9\$'|WIM.MO;lVE%C&2V/RR$$GIL'&?"B(\'$,,F-C(A= XTQ<56)!N^,5.8A\'Q,/0!X0 M.M95GPZ;=':!:#(I.C370*%2
N6B%%(]=G((''\K1/AF V^$9 #+8("$U)5E. MMLKF(*7R4$.$D<,[R*H5Y6VRD \P6R7U,MBE.,W5 J1%Y"\U^D#8 HB'5C34 MQ!;3&.$'#F]_%Z6U154YGLP-0+O0!D@<'N91<|
10W.7NU5$[&[H69|C" +7 M="!/+9AY|KVWVZ?%/!Q">JO"HD.7CSB8P3404.W3L/|C>,,-.D0\(L1*1<) 9 MV2)5,0),5"1,"NWF?
V$=HX>51;A:8GN,U^E0;>VHMC[;RVKK8#;GU^%L M3O^ MQ$9'MY*.IM C-0>E\3M<\V2E&XOL#+(@>4]'.T_-LPM[U&?)-TZ=18ND MLHZZFT;Y/5E6/;'-
"613VIHBH#]'4IMGODE%'>992/Y9-7,B<.'(NXGK14U.& M1T):@<:#W>$1;CM%7EMIBY("'^[+'YH/98U8+A.83(A*7=/82$YMF))H9+B$) MU1L14.FJY94#X(C "I@QUY5M>"]$,|
B"4Z2'K_X-[BKE_N\C*0@2Y3=)("_M.6.]P1]V;1]E@0S=*P5Y#J<5CXPBK24FPAOQT]LNWHKC\=6S;P4P'_2A* 3^,>)XU8W,'[6B*,&4L3RP@,LCU>-NAV3_WHOOD[Y8)IO
>Y@F MA;D"L2@(E4,S)D8Y('I*)B?@GI620)Z:BA'Y$D!KA_';S&#;\Z%9$J=3!'FB M:Z,>#+@7 %X'#YY0@^2I/0;Y:UX#.5'"'D^3--K"912FU%89G&.T?UMTQ]3E MQ8(2*O@C5/4++-
^/@D?Y>Q%^N66:.^AXL4/4MW43 M&N#:]?*Q*X?(.S(]O-#A8MP;58!S0)@2)+LRJGSDQ4U$0@ B:A4C<8?,Z^\9 MMI->
Y,=;2USRV02X3+*8LF((J.=V8U'8U6R\T@0B7=ZD0L%7EW<)7<62H?O M4?C8'&P_A^+,A*^!Q>4(Q75#ER#XG0UX>RX6@O/6:DQ5_?7IL;O>@Y\5&,MZM+%F_W)3E+/
[PQXY&IV$0- ME21W(K7GNR1WL+&K^*.FG\@6_KXQ"W& ?067N8<&U]..2?$<=6O,K /WE?DZ M]9AM-O^A9>K6@130TI%/H<.JF&7 '<21(U;(HH!:,\AY9=#4W2!]VN6&W(H?%
PC290\(DLAAI*LG<)44!X6]5 MLS578X W#;*Y'/P>--,ID5E\Q_,:TC.%,O6^\A'2LNO:* M!O#H*3(U>_,lV=;*TWBU2YZ&$A+ =04++FB*5S[*'9L&7Z%L\N."2,'/4G>@(M9[H "_ Y_,.:?EJ
PV-/!#=3J.6*$#0]2VAW7%0:WBGV&2&8#G"D"%]U9>ON9 M\3NY6YBLIE"$J M9K"@S8]G$SRLWP0/M5V32A'983D:3^R/&1K2_%X&EG,?F;*!O!!";K2B MH2)3,C]X,S&Y-
6L&/C))HV1.#G\:C8&^HZS!%L'?"IO(:-4[T;-FJ@\0K77$ MNB00%]2(,[\!?=M*/#VD$^O#+%B2*1]4R2O .FX:OK)ZLI'[@!_/:XC+5G!
M0I=H2,+Y@(X68[B)M"0N>Y6SR,'AIVVOIC)G=_)G+R55Q<@DB8.G$W"D 'E9 M;@X<.,(43|\T+HW5H-O'&=++5[" W6\+_"[A.PQ.5%'G@.?9M]M%K136RYN+I< M7_K0
WIUPY#VOAB*MO?I\F@7*7[fT5=[U/?BK]#Y)>RPGN:!W?F:.1X;"O!@%R4;\[X) MRC)K,5]"R!+1S9K6U-/2?=M9[J2@HLO?\/3TR)]MWR.KFL*RX=YFKW"#0\P M>
/IBD>9C=$P#*E8C;S4I_JO,#78D:JC6E!:I\@PN :6KD&2[2UP.>529PR-= M^8&YS LEINXF%E.RMBB#$0[*NB)WI"BB..(F!"U>-4LAP ^]Y7"4 25@^L<2 MUEA"?
\>F3OVC;%^>G;1$LB-S)#.3/IQY8$MMF'=?.*@JLS)-PAB $9^G%^3D M#5=0P?>K7_CQVI^DU-B,@"UD!$TIHNE%H]'VWO)(]6F'"@ABN8,!VB#F8O" M,!+MEJ 0QF=?
&J:#/HVDK(9-=P,4Q2GOI(L_GIQU4*"Y6HJGJ]PAU.P.7^%< M7<7GKTC6<\BNXZOM8 &HXB)&W:>E&D<84[.5F9\D""Y0?BN (MB]0.X>,17 M*W-X9"N=92\S=+A:S".J$IA_F!"5+
I)P494ER>QL8A@T-D=],(T/?:LKO>(M]WM8)IA\F>>;B:R-O$Z"OPVY*2^35A_Z5^?G9R$), 0_!U3"'!&NZL@YX8YI_MJE'KNRDB(N9/ANE:!7FH?734/EIL=NWCY,"MR@ Y?)Q
$T'ZB"U$VN#0+R.4 M#57D2TO>,)G$*1,DB$-C#@N00%E:&S(C,=UX&8S)8DQ_S#;TM3MVFT%780K1 M6@#;#9:8^%C7QZ70L2,CF1GI*0AF+DG8R>
(].+&UJ*T8],>8TDEQU/MT8^%1 MEK>"#06P^RY2K)YK@'^(S!,L@ WLSB1)YT(]8MKP/ W@WL.?8D#B$D[$OL96 M'"P#WV\#Y&#:^A@'=24,X*+@SIPR9F;-
GR8:,*Y'F$$9QPC:2Q.SE@6:.!

*EL')N)G"5$?"|,!1,W-MB2QNY=*XG+/$-VX?@2*68W<&@>H,-KM$4MR#=%M,1]26OD#CA+D_Q$=X1[X$Z-MC/-42-[\AMM5-E_O=B6P.PQXI,&D;=*EIG')!.0321U.\M[K@_Y&/]_>]_^MW+:QI?FOH.9.S4I5L%;RVW5KITJ1E42YMNR1E)O-_K(%DJ"$:Q+0-*0<[E^_M?5[=IQL-BG3L'*)1-7,C2R30S_/SG?07@'BCWKB:@M"8_40>B<@@@+:=CC/-MJR$V>]EF'M%K#MPFI0V%P7UKB##!2[8D/55(QD"-JA$(I_A[4X5E>NX-DL,-M<$[M81-%N&W+Q20&B[[@:_D" AU791D-7(O2_^!DOK3?W-P^_I\7D)L@#$L-MYB6P,,$6L=VH:F>BY)B$4=Z"*!DL.]H<&SD['J-KWB)!#OVR).V7'V!0?%9Z-M-B*VQ$_3>@RM*KDC'RTQ=Q+KIXK@_I.[)=0D#RF_#<=#CK'FT=:,^QU:Z%%@-M54#"D;@)(A4$M]D9($/KP!YS<.^,R$!G9]^/+[4N^S;$+3W?S_[$12T(,?1D-M<#'M^O>2,0^AO9N.GG:*:ZNG@W+'H-MW:$#T[^]@PAR)U!A'.A"/#B&.QB%WT(&=<3Q,-XB(-8=6A/,Z3UAO'XXJ%C-M]-VLE!+#Q83@Z_=CB@\-84K9F/,X&R>KAWCH^,9!C-68A=.9L1K9K/1:->T(-M^N-8"^%(7!E)SF*W#1D3T2S'-SU-I>12XGE!\#E+/F>0G6G5%"O@4AOQ!Y4%MBYG49NJ8]^7+Z(MWQ^>F'7R!W0D9)9LT8@4>/*:&*=&'3J8A-M-_#RX+)%-30UY5Y02@F55A'[2)R%Q+Z-M.,L6T!$YCWI,U:^MJ;(%9+4L,+<1#UK<[&]@^-TLF+3P24V?^V"(&%E_L+1P#-M%EHNYMF91W1>Z!0U%#-Q3<-]W?T(+6Z.0W;++'+?L_,(_-?C\WD,UH#]J.F,;M[3MN6F*A>8>OE^QVT1NL2I)E=RV-QB832)M,0))!;,?TU5/ZRPT$DCGY)$Z9M>BAP6!-1ML,AP0.81FA:U(-3F1D+-#&?@GIGB[@7V.,$12:5@F1PW!K\O8M\-MZV&)^+!5C0WP,4=[6T-09"5%[138DF@$1*6Q^L1\O+@M$'O(-K)(#5N@BR12M\EA,9B'9^NFRY*Y&,'KJD#W#7<+#OL1*P>R%E1_[-AL#RO:)(Y,>&IYPK3!KD-M-5K6XAN51F\-6%#]PNA8,^K'GH7TRRZ4-WE@G&X$#,(X-):DU6U>,K#/#H-/-M<6FVP/T2<*IB$]A!(9>YO1%PZ&<.f4)/6(@*(.XX_G(IB0/H.3IY_]#<0<GZ1}&AR2+5>-LI_Q-MI^%/4"*(FK;#713-TMU:B!M3W6<;71/<1]5B/1W'0Y2\SCH-1L'8A>,/<2(&?@ZQV M63%-CK/[EW%XFPD!^>A#TZ)D(F5SC[+;VSR;>81U+"6C$V57VO(*,D4#15FY-M*]$=<\R1QPI2-2B\]1JA7L(+5M7@&ROP&X81"I-JO1OI=;E'-,$'4LP-M'_BF7\4Y)6QR@H!BEB[3&!-/JNF3VVH,K0ZYW+)AX@CDX'D=VUE<-YSU<=>DVN/<]#=M=2-9I7-M=!X4A+XS^A@:%*-E>&QN_BQYDR9/#Y\^3Q,-=E+A9P40SQ-V!$/XY>-/[JK[.MRGUA3N(M0#=1-11QI=0QO>Z)SX9]I-1/G3?/@7IBZD*X?X#HU5;-)D'/=AABZ.T#]5=UGB<[0I)@0H1-/-M@@HN9C-%Y$MG@C^QL/&AC%[<M*:Z\9QUSRY)M.^^:Tf!@RM$TF3@1E8)G.;\E:-L'2E!JI4AOW32VG83Q+&OP-M58@"E>*K\;XR\%?:-,'TC28=+^V":PKW=O/+SA49TA];"/Z7ASN9-NBAJ=(fMWK)UIHKM(T^N,UDL[VP#<-&SU(_&,/F#Y+OU*.I\)%/3]=9W=WC22MH&B(-,@V(MEB8Z<:,Y@.B-W-MD>1,T.)--N]/\NGYP=<2@PP@L#NKB)WE(AI^^&5/S..I')B+>RW23G">B#."+-0-MFDM?3-!/3AT)38^7K@".&V0NG26+-0(4(RC:Y^GG;ZW57E^1&LU@S0U!.A>5+B+1I).M2\(MNMO@F$,B.%*7W."-&YQT=;]PQ'8;QCQ2I_CZ=38<4SL1@V"8^8\-8]K-M(+;%S;_,3_G\=E:MYP4]$O(]+1G+9ZC#QT9F[=WF0'-9V$9-MNVU?NE"="'>89!L/Q5E6,6/-FAA;K'DS-]3-U1,:;RV]>C|&Z^9"T0@":;?N-M8?CM)#]CVITY'LWP8_*>$#"1U#V5#=^#-O#-X!|<3K<&(Q-8B<[B"RZB1=HCME{M*WWZ[\=^!;XK*F[!%)\!'L#LLQ%2\}XUOGU4KY1$*&RL/PN\H?:TN[-MM8^]QA"S@"-\!E&BE(*Z\H9^3$E\%-W'S=X'U/OW;CG!T=\/H?!XO_>'I)SBP"Z=B_?2ZG1C(D1<+]J,7MDLV^/#@\DNUUG*1LG[-B1DS-#5?\3#ITWC.R"KBCN4CTWJ0:L,=)-DD#-:%;.AKM-MU@7UXS;,KUKF>%URO,.:X7"3=P)C&%&>SZ:XM>V]MJ5!PT$ZUN05<&GUDYNN!5C,09ACS-MC"!A!,PT0[CHPO,7NU;L@-,7/+!U7/$K@&F^)KD.KX,JY3'8E60F&QOO.';(-MS((V547-N>&"$KGC7>'9C,G1*.8RC74363*U9]MV[-,B8LVZA7A.5"9@*X2-M'YS[/-$]C%;:fFY'6P712=!G8PJ9U10FS3K';+DQ9L7&L9VA[;"YZ%5$I,9K-MHS!Y6[2"GWF?=$2!P@-.M3P7Z8(RM^J++HY\;"CHUD$K*;]_=@O2A=N4=4,N"8(-.M%*O:T?<+C2D7#3'KK\'?DT96>A-(\L:>]6I-LDT.?2LQ@<*=$[-MC'5O:-+<+&]5Q7\8|9=5G]HYAM,5.7I%<4+L;Y[*>.ITD]Z+ZU[HA-!"M=M\ZNLL2UX66;*A7W)2"\YXUQV)0[H1%AC0%65)5\M$.MZ!'MQ-*&4H[I\GG-M3&'"?V050FGXQY=N;T2/$B2'RM;Y.,X]3(_Q')^RC^XME&Z*]MQW]EK?(T-M.?"@\\DVRL8>)=YS4([$M5\MA5=\2-,(/7G%-A>@KL,-MA;$%0B4(98HUP\B-Q5"5"*?"XPUBLU4+2HO4*234#97XH!6-$=I[\W1EZ!B-M.E!=C[.5QXW9O+M>M/*TV3KFK@EH3WRYK3AF53$%*I&O;.52NL"YI.A^A5-MER5N+8!/D[<.U^?RPG29T5='E4LBCYDL!#QKX*'X1-TJ\'MXBB94>C'JKNCM0+!;@2IONIK&K4.2>Q7Z7GUNI@H2S.KDNFDYQB.E'&D58]WXM^,#G)/:|\>)-M5'U8/.NB)8Q-8CN6=O.PU<@POJW>6WA[.QQ'J>CN"FXP1#S#:"B6.[.&SGIMVA4)>&LO5KFO:H=139*>C-3@3YX?\57-/)>%9B8(D($\VM>9DT=-^H*&"F?B[R>T]J6\T0$R!{_"]-X>.J"MHZ5C@B3H!E2EC)>$;7T:.'7[1O'3;5M4KG^,"MS,ML1IP;E+2[\VB8!FAXI<64-M*.<7.587N&;Q:B?@4$*;N9CHR8T-I/D6#>XB\[""^,"B+8"*HFP"B\};?UVC*.M#8AI&"_.J(O&T9SHW\4>4[3_>+\^'>WG=OO=I.0D!)G2CU'8P<;=MM6OA^-M"_\>8O)7?5-Z\LFO.VG-M74'B:AJ:%>HRV*A>0^?;6.3(I%?-Y]"XP%XUSA2U=%4+K$G]-KV/N^L'"$37-MT-*IA)(^"0JAVIFDO/$5X.1-E->"[:IO*&7-GF39-Y7.MNR#W<05J.2UFF[1-MP,-%^]@)2**9#>XC1Y/]EXR8E--M030_),I&=9%/T6X-%-^-5*%H!:8>Q>L>I-M]-#4A)NQU2YC1P^RY!.IK+9U-.?YW$CXT<6-MS[-YG-=#\F(&]FEL1VV2!T!+8GZ@;Y>I)=F0H-AQA]^5ALD33W^O'-.EAN!A-M-S/(&>1N=)Y!XE"HMW6]6)9(P+7/(F/&-TOF'(DD=?)25'0?:/MUVT$S39I/.I/S^Q>/A.LUZS(2B+4W,H>LF>-]SZ5YKNV&Y_F-9]=YDQO)9K-M+R*8"MM5F'EMJ$$#QH8:D-2R"_Z/B-*^&&\6^_/4T>Y0)L;0"?>>LD-$M*9'AZR+HT&K*0!8@PM*2T(?75U((5/2-'NRI6&W-V"-EU8'RQFYP\|[2&@_>-<"VA8IJT^SA>-34"A'-MKB%BCID2<;)1EB7X+A@'X)8A257.5K]G0T8H*]*UQO"!1H(3:O1AK+CZ+N<0MIGTF)Y_U6TMC\K@=D<'#EK!NOU*/+&WH:9X?EZ5Y?Q"FE\'KMC!%]Y M%2!!-M.O19JL.LC3-D\"PH"20A+$7[<8M=#:*\/>-;8:87.H5F;Y.3F22$,C9L+RY^]M7-5-ZSLAD??Y+.)9;*#^FV=FU%SQ:Q&H\/TJK]3-S"Y69L1)S$?C1NT4A\X.M6"\0$@'SZW09CB^U6U-VK'PE'5![*4QP2.*'?-S7977$S2GV14"1=9:7^2$MO5R.C&-18+!L1QY%SIQU13;Y%]:Z_X5=.^X4M1\4,1B/DH2%/*.4386L*=33S-M?6NR6G;25BO"2(T0$_Y-7;*(0;(>(E*%.O%!5(\%3MTT9NQ0S@U]ADEWB#2>-M[\@4Y6VJN[RD"0_RK2";(;?0]J00IRVS@H=6[X8V]R+UD:LI?YM79#MOK[-M3>D28X[DP7:/=W)L4UWZ\K&ITOYH4EWA]0.HL1R&9KY7R:<@\;!)TB#^'?',*.MZ^I:LXTX-1)),2FQ9_E*LY.\>;HNLP50A-.4AOCW-O'O9X\[_KVI-MJ'C-JC1-.L^3K,,>D*@-*L?@YC'?I-BR2AC*&U?"3HA_]&VIFZA*SHUSJ]5-MJL4[TRXOP!ADO"3,.T90@V'Z?9Y6]"<5KSI50'6]G:QH(5?N!-M*T-M7N(?1UB27;O-D-NW?6%BC\U"&Z(5R2F*_U4Y'7?0L/V6)_F?=*GKP2M-M+*H'S!]DN,=D;ZLK4P!B,S<<.G)S-@))PBW!-[&>-#R#XNO=7BK#QBPZP!FRMSL"WC7_]J+9S(_<(-PP-NHXAG;=U/Z%*:^Y@3H]MH%8)5&Z)9/%9O7*!?%L(-MPF@5_H./MZ?LG])#UCCMC:,M_>Z5O3?MS_E]SH%J#\8B21-JD-7A-/H]1&SW-M#P;.$+"D])FPT.L%MU!_)X@:&$R6R()*]951ZX[5F,F>"V1J1<\X)P.U4!*-M 72OL3D1CQT@U06.5((2*]3OKI*DLI*.DD4'LG!K44!5P"22])KHXL48:.>_M'=)"DM!(0+MB^Y1$\GZ,-0^A@(A-4=Y+,(2X0N)0$*@%)\P$%"N4-VETC8K-MPY5]VTC#&I00F[*&;4N#JRG/FU0%]%D2/]1[C-RMKWB0^O.,PLP(0;,52'4.R;<-&C3<4X;QIX,"SHI-M1(TW,.IF38,29&0-.?8]DEN%)DM-M\{C7R#[/:SO.7JM=5T?+*0V9@JA>-M;'-4]AB@,ZK$'_8O=-QI//+*#,#9F8?V1.LIP%&FTU-%E"2V\9,J?U@UC#R-MR^'7FXKS[K.9%P)HUFQO]JY&"V42KMX!%H?4G<]Z*V-.%"Z!(J,-8I4MPQM0\V*D7!_=9XE:O5VD0N(%,*5*LQ\:-%'/"%4GA-/"^NF1BW+'!2\-30R)@Z-MU*$^S.;J>:GK6OM9A8CS-.,H*033EI2D2DL-'[=.UA-$AWL[E$(CHUD[GF<4-M"/U?!OO3!XE0U-DD!?OHQ@7GH02W4GT,(OVN8+O]=\A;D#1.W]R(7-GY3.=-MHJ22BV#IGLP-MW+&L\'K!Z38Q$2W!*'*$9=3+7$OVBK,]:RJM=0:&L<-^Q(F.)]'2Q5.U).B2[-MJPKZ+A1-5|L1\;V"5T_Q:EIOIZ]+-_[N@69YU2]!:NI2&%3H:KW'<&-^-^G+IG%-M2FGD2]DR-JL;O]C-)FVR!@"'"HLL@CI#-\K+DD!-"AY/&@I]5-BT=(A%=:7$U4]'$$_):?+&33$,J61B7V@DO1QZ\/UIN./1F$P_F#-[L&'K/#\-M\.WOGAJFS6GR-I@2-6Z8)6IV!4/$>M7-><LO'Y*4?2RM("@SVH\,P]N\Z9;Y?-MA1^+$-#W!OMIP*O9]PMKSL,D=AW3CLB9FQFAD&4W03))(-7&K'\-]"/MO>MF:?))+$M1.3R4Z\:!(TQTJ-$DC'PA6I0\.B1&XK(fU[5WLEQP\5=W6!KN(8HL-MPN8!NTZZKL/#_N-T;N-T-H=V]X.3*6#]2J'9A^SK^":?++$^2:51H>MK.Y>JM"\A*5LI+52'(+CZZRV1_&OS@B>AFGQ!S=O)*RJ:6LQ-M-IKYGYMDQ]*E]ABD#E_-(WW8J6)[]M390%%X]:2G_\=RK6$-%="S1N>\6L!60'F94)-1W)A]-_+2(+]WN(?;L%,^.@Q]?XHMO6:>7R;0KN?N.$R+6?$H,=_*+H?@'CML;>CO24DZ4YKEM3S47&]1"B%=&=(-M-0P%HCS%BAK!;&$0!8'4^@=*#S-H^I"UL:I./7C@7X[9&\($(S'O-$&%^_<.R-M*3=\#9;66")+V(">LVUTP[@C?)24A"-+6R]TW(KL3FG>10%#DD:,0M'9".&-M@<<<$E!G$>_(]>#OE9]25H@-\$:2$^.-M\[%=%@G8)*\/#I%HI^#2)>=U9(]VCU+@E%674[5Y@HSH.9V1FT%OPF-64G0-MHDP6LZF15P-GY1VYN#,%SE"6.90O$OZ#.LO7A!-1@lLU89F]XWVM#.YD=1!%-M\DD.9T8,?0?6"1-%(_KHW&\MZGZ(7HR&$O>-N*]AQM517XI6!6-E9RMA(0-M/W-=6RT:1&-@LA63"]!8E&NQ@!=4@'X(V4[J4-(W-20%/20E<[NGZZAU@E,7-ML<"-HAQ\?OK+66=@T,-_-J&?,Z4I-;(9ZR;HG-@>$$)C[NC(-M,.6TL"-87=+NLES*N6;[E2FJV%JG/*KTLI-*[/H.[-2L7?"B\;475T3WO"F-M/WU^CIY1-=?95,I46CV(+9"]0XE5M:2)NZ,MGIS[C[\]?_7W-,HN:[?JD$-@-E8O:@?B50!\ME!!*!&X-8U)X,A(=0MF\8M&9=XY5]2-^7!58:S*O-M:N=F.0@'P$4K5_COC84#I_:A>^A]M]";5@:Y4ZR=5^63$Y]=($(>4L*QDMC'-M4Q(-%!!N$-MB,$^<5.U&<;+]?0X<-7!'EQDM=\B#++<[HWD8V*RKP@]O%G-5_FC7D2+-@%/ZY^P;[-M&4!=@]BN6<$71>6R!E^G;9,Q>[EC*+AY->Z#5=?EOVYB"]*)7(D-]$F+A+*XO0]V.9UNI&!(]!*Q-M[H*8KJ+7?E(Q@4J^1S%&AE!S>R;&KKC+Z_7A@F2RQ/S#_';6@IX_=O<,GG%L-M&\#'@Y43OL%D-GE639U/9Y;84_1L0$94WBA'(2(%CNKBN=Y#7A9.Y%@X;P!WZY$JSE@)8;\S2.AUG1_-P16M'V"QP*$@7/#P66TD)I\-@MC"E0.VWCUL!FUU(#>7E(L"R%]H:H'-P\Y4XOR-M+B=;D^0N-^;)++*>3L22>50Q!59]+5MK<,O5^P'CM,IU-MYA7I6Y+!'!O4$Z2<@-QLM\M@HHR)NV4&7\"LK#8SXF[HLUR33N,[6E*!Y'N?-Q\7A5.R^1I2VI;_2F#-[C=-M.'S\%#KUV!DV@YW;SA'8D8X:4YFKR?-#,Q?KMKU-N+-GA-YK>]VWB)/R%"2>MC<[2NQ[@]8A4AYN?%'I*ESRG"/HN16ZF8LHZKZU'#\'F+5B+Y-WQ-MIQ%C-MT>6KPM-%A!.N\=-,(660'$8D*%/];(1*QD6G7.I-0L%=8;"\<*^1WDVK-M?CXD]X=:'ZH61&B\LS9O6<*[HU=054)5^N6LJ[*B6#!5I$Y2KI*S.@GK0&OWO-M%W0%(!3OJO'WJ\[O$G>C.MB1)!?"F$_9)-+/C&G@4$!OA[3HH;>!=WH4@M"%-6VL"P2B/08'COC^-_S\[.HMQP+1H*!F&H@&^-+&,1C-MR%MSZE=-*?@-C#4>*=$GG[D+YW4#)%H;,A(QC#3R#7V4#.B4"K[L6?8';/]R&,/-MBR")&Q7I#H&S\+O'8MLD%[P%?3!R!I=S.U;65@ZHC6B:%,UXAOJGN!IC0BN9&Z<3"$XE-X'TR=-*#9$.Y(K,H^[O-MI.#H\-]O23@JG:?T^%-J3Y"\$A=KFN2M=a4>]HRND)YFZ-=25'P1^2]1Y?#*A.M$\R,40&+/6J&]-2VZ:E7CS\]U9MLE'E.,44>*Z-2:T5BJL3"-1A46<_1728D-M,&I4A-&#U>P*N:*GGSOA0FB@J]!2;/DU[!;88)SC0Z*KL2#RL/^4-TL^E,QS&X=0@(#82MS+U5X0KNG$C-&HHRE?TVQ205UP?S*T$[GU#!FIC9],/"OVNN/A-]BC2%9!%_MPN.CVRQV0'-72=EV8V.LQ-O-.8RQLH3,\9>G-2OCFK2?S69*X$Q>R,$@B:Y7MM8/.MX6NZE091NAU10:MB8<0\^-#1OM+4ZKV8RB?>Q3#Z;SEL3OGJM'AUF@-M=XUCS[-O=!A)E+A%2"Y-MBKML!H>&KZ9%%02GT']SNI#!QROXO$<-4Z+P>)Y92WYCG-!9($IL6V?L$C-M/%.P1!6-$2#:OQ^]2,U>P_]3O@)Z&AG-"?FS6Q\1W)3Z+-^]3\F'&&Q?)*>L;X-M(7DIBE.LV;ATD<_[T'$47(JX?NW^30S.O'SMU"47]F%A1_N,9-_YXLV^LM*G,NQ@BYID12T4A(&HN(_2A00#2U;?ON/5R\"})S3O0&CGFV-BNK+5D2;'UN;-M$R(4(1M9J&$P3<$]GJE#CFX&S9"GHT-.:+9\1A9!,YLGP'(O;I&E8N'#X5-M4X5CW\V8>|'A;CI%8LG:QA-*YN5_>/-M-TNM#N;95YZPB\52'-H?;F2E,#^-MZL8^!XT'&,$]RA>??>:;C:;;M3]:\AL,G.W(4Z3%!]UV#:U0*2_@-H-MAEMF!;568IM"-M\TG.?Q-UOY84R>P1D\;@T-E8Y@A*^,RS\V7S&>WET^\U-O]X0.%P^XCKC-M01[A=FDL]K'^RKZ!W.6-0F-UE!77VPWM_4^&S)-/'!2#N?9&R%F]^*FLS-[<,@G(A+-M.^RT](M(&?4<,<3@-5X.!![,)81U(%-@$B2-*\A3%_1>6%T+8RJT#*RIGC1A)JUXD)$S9"U"B6V(D!)X=JQ=MGO6_G.-M?(L>(AG;Q7/?CW$L[_.8@Z,.KM=EX,'"%P^K(7YYOXN^G,5E!CW$=<33FR.0,?&C&$L4Z!M7W0WK*-MH9DG^G#?WR8?EC3_#I-PF9+-MX^O69@B-HI76&7I)N6O\E3V7-CLNY\[\!E'@9Z_L>/N1VF"$O-D[6_?@AD@P-M-RYVU?DDSWUH!QN-9=/DR.R+(&\+HF@5FT_>3D0?<$0A*N(TM'+M6VCVH?-M7_;,C:'>[,WET%B3)F(CVO6AO,68W'-6.R)Z\3{('DZ)7G4$2QN-%@7AE%_9.M5)@\!;.DRG/"#EN,&Z>T&C-D+(@*HR6S$!Z50MZ/CGKU:YC2[!RZE"'LEQW}?&XO0I^"2S1B6VI&,;'R+ES:9/8VV-]K#E<)8]#SX43M6%Y\'>X;1G-M]X\<6&=8Q;NAU'#"Z5#&B3_#6>++4<;;D3%G>)&N%2U;>QM.-M8=W-B]IE=_H$848$9>H]I(<%_5X.2=F(2+]'X%RFL)%Y7_&-;3JKG5,PX@-MW+I),6%F!W/9=^2"7??G@JF:RVA+<$5)%39]"81U:B4]-=4(G(:6A[DCU^L0MUQ8S)50"7CQ>L76S2RAIA(O<+,%=K@(.'2!GC)!]F@$"I/#M$>HGRD+'.YD.-MX.3@AE&6]X>W$[CIE]A-%=A2>HRND)VFZ-=@H5(*I_-43Y.IXJW>TXMUC^XJV\P:9#&O+N9KN*B-I[R^.+YQ7NK\[(9B^:\C8&3@.7.MD+<8'"6IVQV-M0X]EHW7CXEEXZ0]IP4L7I$!L+H/!\]NTDY*%!RO77GELW$CX$7LT*)N?2)GQMLY_R_+95/>I<7$2.>SGIR!6'S"D5N0'K4Y[5T&:6$^3X'"'Y5(V;#L5I$/W&.M$:"HH4%W5R7OO0A6XP_8/:,JN;"'_]H_XV1$2_S?#RG'!\LR*_RU5U3_F-M/?K]U)\,$R&O,/2PL&P&PG',:55B\9(68S<++US'7#_CT#=U<2C/;8+9S83-M#:,K(]I\N2&ON4U>\\VOU-Q]BRE!5+091O$.M@LZN5XL:16/0B$MT6FLN)2*C?FJF_+S$C^E%XQ]H1SO*_1-D/N]7$22M\8M?7/WL,$_*50E5PO42B\0K^/9<,M0(/G"+C0(L&7DBB&R)_E[AA7RWJA+R8_%R+]XY4');ASD#D*<"\AS7*/0IU0(E/G4S9I.VEC'Z30#HC")++M$KU:,0&T46-MZ:+E$PE1>{8:4CRYH@%]*8EWCE0965YH(,<^YSU/@2YM10)-),3@45HNALOD-M,?5;*K]F\/Q=4002(S/]EM"8MJ_0/=EV%81EOGKX,I?!*>HVU6K$W3?&%OOX-M<2#N,YMMRC0W%=-S]GN:6I.^EU1+Y,XU:"LD2B"[J+!H\C6T[G)1E!LR8U&8Q%,QM-MCQ,,YC#=%*:%24GV5>=]-^7\%B8<(&D51+]0ID'J#SE%S<*X!94ME[W)\T\$M\%^PFF);H,;$3K+T7C+Y_#=:X&_^;Y;M6J8"-ML=74?(4U^&Z4KRH&"\R@>_K$MF>A)QFEBI8:B"7-N#9DHUA!J&?7/;*$^C-DXMGE84$1@2C_I))-#P,4H*P^"S1991J@8Y)ZN6YT.;J&NEL:Y(7G-W9^A3I7-K#6%'A.M-LW&0+!1Y%+JD@F[%YB7*28O4D;KI-['!%UDV"24U<7^0U>,:L@,.%9PM'%-M'Y"Y9I,:D90#&U2RUC#=K5DGQGST$]8$N,J'^Q84?E9C?2$GWDTE7Q_?&G-MLQ[J5BN5-5'VDCVDLX*!>37-"WGV-1SD1^7V5:)_J3PQ"M]DLK-/MDJ8%-MI/"$L4JB&G4S%6W6&09*TF#;ENU/:!+,WY%/H^'<;7D*)4ZRI)77>XM*TB0;2?FYG<0&-M=]7HZF:|_F:D0$OK(*1U;IP6:GBV3:FS=]W)GYH6#H081"#_VZO2|;:CL""L-MCO8O?I5N]UI6KPV:.9O%C$@%9./Z@CK:/R&>AG1>6P]I.GS"WF%SWCS-MF/-9'U1F\!)R1=GL@3$;@',.\I5.N^H.*SQ#A&V]GW3<'^FH-\A&C5>:X!BRA-?=60.U%-4F;FV-O=4>L52?(-MC@X?DR"#M_Y>U9^2=]GG!Y=@+:;F-5Z'KL&*]>985\Y20QI#:;8Q-.2F:VR50-M)*M3!T(K8_^.)YYM|<6.K^HRYA[V0]]H1*B,]A*A1Z*/FKAL3BHUPB)DM-M5OO)"DPO.=AKZ"=VFEU$7]4"*D"1GK*GP-4R[="X%CH_B/(AMAG_(-M)@M:?;RS%8=-^I,*[.O\KAIC;fCZDHZ!N8.N1#XOR>,I_-"P%%?M5T+J$Y&Q)>T0PL5U0O99D=1M=Y.,ZFHCHX90@89U&ZK'2-9*Y9%W3N1=NX#-MZS^_#MX'-CAP.E9G9*JA,^#P$(_(2TM/PQ^_T0;OG#-]>DS"E"Q0!XD)^8&$*M;52S)K>D<<(UU:[Y66,:;3I9UXZJ"]XA"4_$1-R9@P6\/C-":2-VA*T5M)KX-MCC-ZA5Z$WRD-KH)?0AIJ9^3PNLH(J'.0XV\-YL*9-X=J*P-6#;\\|\:,DL&L-M j%EB_EM1HD0%0A79AB.Q/9#H0HDJ*\D-(UK#D<9U-V(CD\?TW4/8Y+2A[^*-M0:^CA74C*%}$PTPM?\+AX!MALF/*,%T>KZ*FJ1M/K.!WHD8DZJU:\$BQU2>.W\$&W*%@^W#$B@#&.(I'$)(%"NHI:&P-=!>5L"]M>WX+&:04P/Y+&=:,3:S(AJ?00D!QS\)M:R14!),.Y#4>-MK;6^R955!U-M#Q?WM+O68F/8S&7-*?X$O^7#D(IN>.@[VG^Q)6*6M<2RHVS15&!$IAZY.I\Q-M>;=+U@BP0KJ4AVFEF+CF,)9M'&A\#K-*"?F"-=@&TL9>U1-,;GRAJTGRN@N-M.I"-5[2E!{&#+D9[""NG.KQ&'T>1K+.H%!'?PH"M-M2-[X'SZI>'QFMS@L-MB'H)1V3,SZPN51LS7PYH;)X>-"2L@.-^E%L%3QD5>RPU:,]_%$H-%[5>]5PZD.M.[BMP0I^>\9VY25MSSOCWA!$-O!#EOGY8>5(_UKW+;LK#G-M#B@ZRPQS>5[3(4^H=(T<-MDZ?E*VD:<.[-+.W*+%7KMS"F?&OHZ-_TF/HC-M--4(2JR8FD0#$-G4S@X(?*#/!3GO2-8P!X2Z0<*"B&/<$7-@LW/"'_&D@*8,#-A@#)8*6&,*G>E!*D2:-MJ01-8N}AAPK25'9"'"W%E&I.S-3GA7FI&:.7K[=XXX>EK!<(IYLF=D47E-D+.3I^ZQDDY}])=D-W'-MJ[.FZB22F$3?V5CBM{1E1/R'*X=4I'!'L>:\[5MQU%:Q#(Q$7<0:PC$/S.-M9SO&M=7VO7W(Z"Y+KO-KO%"YIX3$%6WA,.5W]S=BP\^>WJQP5L@2(",-/"'4-M\+R*7.IVKO^O>*GE,1F1?,3)^O"UY.BR290#F2,%+'"O3X$WCVPE7V4D()W-MDHG\K^6D0+)75WGK<8S9GI>V(A=\&"Q:#%K.2%T_J60HV46A20^0Q8EC7:ZA-MAG.:2=+,_2%Q.:Z0V4+$PQI)%-,%1]G8T@MB]B_G\,5W,$!?M[Q=5O/W-M-_3^U/E>Q@;&?;ESXZD;HZ@AC6A^R&=36^@,%7-Y%FWS-04[""T6I/;T]]DY-M#[P$^P=LN65MV5IUDPXDMCM39HIE^YO*@>]V!QI6T8*S"?06Z&$34-_;YX,6H-MO&NQ**A;%+7!7@:ZBJQ4D8#$%5&2SGS$A&5=#*]QL&+7,]JE91]'-4-050-M^C@.K6MV&:%F;PK#*C*N[PL+O/[MX4CQ5P[3*LW-MWO-^)/C3*6R6B,^_S7>;,!]&IUX-OB%*]6$@4U[Z7[IB[*QS>-MUE5NL-[HE$WX!.B)2&4>)@&P,9B,")D74'T7-H:KGYXWX[H8T7##.OXC>_68-M2M0\VW$&.Q,E32PYA-PY)B/P"%G,.%8LL\C8&["1\9A5A4714$-HCL,.'!AWQ,.*9L5N+AHNH"OEHJ-M1NJ8^)&$FYFZGT(W]L89]%QDZO.D]@0T"T+E3)4_@G,RTY;H5$"<-MB>KT3R'=4E=E,4Y.)5G0-^["]W99(J1+B(N3CUFYG(HG3!6TTIM>(8I-2V2-MV_5N2QU'#O5ZXRKE1OID$C\RAD86+/@'DBS-V@%9WF0\Es"\-TGV\[VD8.-MT?]MHO5/AEV[UXS6VQM'31#M'4]N.980:$>CQ'(G&XIY=NV9'ZX+=F81-NG-M@SY(0=?E]NUUHH^)=]H7MC?,TILX5Z2Z9A>^+8QK=&WC$3[-JQ&6UYQG7.)T0Z[$QJP7"'#C&\;?!,RYX-M%_":7F!!R$?)XH6*70835+:9$&R6?O:5#CN8)PZD21N2:\;K45HH[\]!-94UB-MM""@DP+[V#URBN0/@*7NEWH"]AXIPV^BKOLSB_=A&P-M=4ES#136]>5(M"M5\0?);SJ^(?:%/-#NBP+DVV*?-LDL=&B[>BGK58_^EIV-M$&8:S?#)#"9=!+HWU,O:Q5C7(6)^3G%O9O.*9Q8GWG2H-MKG83!<"RB34L6<[A";-*A!KND%/*#%T=WV+"WK4(B^-2+=-M8.N1#XIB-M?E>45-MB6#EV/AIG_8T%ZMV'(3OG#9=\3;5-&(EX\[/KY7'R,5O4A1&Y1NWU(3]D2^!'-MS)I8Y-%N&75/V!.-$0+2AX\4O3^[9.*:L#I*IZ=G<''/BY'!_2+=-_S?H\-7-M3UZ\3/:L&0P$Y]GGY,-X48V-D@4[6KU,DZ>'AT?[^X\-L]ZC379U!,6"@#:.*

M-J\:@8Q^D M&;K2:#B:X9,5'+FI"_`^3C@UIM!FE_QU;52-H!=:!,5^----9MP/$1X'^%O MP>X&8%,OD>EEV5H-/#S_1MC-%!<,%N4FR$;"A,_FZ$SM/0$3D-H(U.K&8&I> M?X:E*-!OF:=.EH!IRA>? 25O*?@_4KY0.B"4.1(!QKJL;KDT[IDPBM9";79& MRJ>YE?.J+;KY" 2'&(V&43C%D?U+T@\U&CE5#HVYCXQ"63T7LCW_P8TINYQR.MCWCI(2]{<&M[N/RC8\F3R,,!6HSLKJK_]&V)=@N]EV]BCT-LD=VL:K>9_K/% MH91R$EZQ(=VT3;KIV9!N^GJK&5Q6<^=K935@N)HA7IYHIAL+UQ0P$M:1;5G7 M5-,+OY6(UG&^+$_>4>KTF(X%F8IFWT_X."' O_:M%S4O6V0E"P$NC,:>+0"4,>M,X$S6Y6'@'+B%D/C 8F4-)D/QF MVBWKT2KH"%)F'MA.">]8G-X]/^1!]=K\F<3+@]KB4)X#[71FY.!+,<\-#\V:M0E>8OS+'ZJ3"FO0&TF>.[:8FRL8 >XCU0/2/$D%8=N(H;_!>.4@; MUQ4(]#@E'#]3-F*D26IE+*NMK3](.!/OWK%_5!2F4/UR7?>A]"5"_-=9Y!(4 MAD/PJG:%G2]-(PA]*_MBN1)1PNGY]Y)2 5\]TGN(84!3%E42^)Y)Y90GMPZC MW"%X+S55PP#YA+F9Z88OWH.^"4Q8E\ MS+O0$4$BD0)5-R9@SE:_#&KLJ/*NJ)/7E^_M_O;B]=]WX]KO97U"X&'[";6/4OT%Q^3>(\"B_;XC(*EN%/Q\>.'@R\%T%=B. M@ B)AX@'FIK!>(RK4O" OAK6[:^_X1;.I/8D2/40Q#G0A$;\/D137#,AGW9 M/@8KA8[(=;NSM+65]!78SWOTU3T9P>?'!Q\ PN1&2-OPDX8TBY3:U6A%T*F M:-^/KS6:>D/"W$R_:fY:CW;MZ(!6(B.GO);R?N3#@'A3 LAF<.C]72*?VKCB M==ZHI)0M#L$;,,0^]3:PQ9GK92P%X\Q1 9LBQ\8&/)!171CMCL\7F\0VLH'BM^:99VJ9?7@X.TH-$.()U>9*X@4*^)<&(-YN Y/((‘&G;\IAY58I\.?M.4P(C MBM+RET^].S?$@)'\J>H=OA?]N1A'KP\.GXE"NLO]PF=2][U0=2'N;4W^<%8WBM;@>V+WFF__C;FZ._6V1Y\A&QB3]6 /,Q?WK6+>*WR14-N;[UN;[GW;D^F$\Q M^5__5HR>9;_'AX>3-T>O)L^GX^DH?_8\/YJ.C[+GSYZ;__F_1X?_]N<3A*^> M?JOT8'^EVMEY\MO9U?GIY67RV\^G%Z=%F/,V5G\,F$RV%>0<;HABS4J#)?X^C@UPR-M';T^_L6_U5T\,]^/DU^_O#^-'E[^O'#59J+T^3C\4^GR=6)"95DXO3?WYX]\^S\]Y^2MDXO3MV=7R8_')V?OSJY^3XY_NC@]?7]Z?A4Q^,X,\,C;V17WN51/C_X*RR*N MW'IY^/[#Q4_'Y\G)S\>7\]D/Q^?_2)/S@^.#]_%+*__M/XV5T.A*.<4;VL!/GX>K@Q9O?!##?G9QXTQ5[^<% MUDCRXV'V!.0%%WC4D9$./5U7U.Z^SV P4$"O<5.2&N2+H.*?F 5O7D, ^|7S-Z[> MO'A]].S-FY>]CF8/&GZ'-?Q?I$CB,8.?/KQ[^_]X/+D\/OGY$D,&4#0_Z.4'MTAD;]H;ZN-CE\XB45/5]T$E]XY*-J-^;:CD024_L$I> M'U?LSRSP;'T__+]^/S=Z>\]_O^U435?^+7!>/B6QL_S+>@!B2C3]]/[:# MGO5@.@RF YH.3_N-31MA,UTV'=[_^N-/W-?UW6+RU77OH$2_]0=N3F>67-YD M]3S[?I2HGO6@1_?SB^.'EW_#N'T3^^.QET_V/2 M_2E[BL)'I[^A-3 DQ7?1 GC^?+ !@M@L VMP#> MGOYZ=7GR,V'OS=U,SD]_2W[_+X_.3GX=_'=@1[R'&_N/ Z-0E]^/ MJ: F_;5LAN&4?LM3>CPKFJLWBVOJ^_GE*D;WA*[ZG9&.S;1VS?OAA GX-JM.]BW6]BWOOY<'G!NR_84/6Z.:EQXM+R#>;O#AL/]K/Z4O#4RNYIR(WI+9]/&S+B^K@;_'UKYA^*$L@T MZC+_CK2RFO3@TG_WJOC- %H95/'@TF]3-'+V?W]^0,7B[RI>CL4BWP/IL)5 MG8U7R45V\QT!7-RC60;?^10RK MT&;XJLWGJB=O*R :KDH)A9LW_%[5GY(?ZJPU#^CTGY(T]O/;O, M<+*[K*[SQ?=&4NQ/?BC$_([5_M,W@]HI?U/Z@]C=6^R=&1(TH O -Z \'S?]- M>0SSLLP7-\E_+8OR.\I.>|,>D&S?OM4,__*]H:QW>46/>F_46&0/*WH\]>OCP<[(%=L@=>/!OL@<$> M&.R!S4/_0L/TX4='P_3^]-V!#^>#'\" "8[("K&S."!H+B5UF=-=5=,;Y)DU_J M@^_')NA<@J$(?;/R#YX.2#N!OO@H=#L<_./UR8_UR<)U<7OUY>)2U*U/SQZ5?N/8CXRGS=G!L <8I/&]^\'QL;G/BC7752N_W-435;F/S>+ M^>P__S]02P$"% ,4 " !!CA-9&UL4$L! A0#% @ 08X36?#V1GY_. KF<" !, M (!U44! &AD+3(P,C0P-S(X7V1E9BYX;6Q02P$"% ,4 " !! MCA-93S Y2!02"0#D=1 $@ @ &%?@$.&0M,C R-# W,CA? M9S$N:G;G4$L! A0#% @ 08X364\'EUC%TP .SX(!, M (!R9 * &AD+3(P,C0P-S(X7VQA8BYX;6Q02P$"% ,4 " !!CA-9"7#[MCUIZ #ZF@4 $P @ &_9 L :&0M,CR-# W,CA?<')E+GAM M;%! + 0(4 Q0 ($&.$UF5"\]@MC(! /X*"@ > " 4K? M"P!H9#,M>65A"YH=&U02P$"% ,4 " !! MCA-9K 9,N,_T 0!3#@H '@ @ $\|$@T ;&0S-C0M9&%Y8W)EM9&ET86=R965M96YT>&4N:'1M4$L! A0#% @ 08X365$R=W<9!@ /"8 M !D (!.T<. &AD7V5X;&EB:70Q-3%X-S(X,C R-"YH=&U0 M2P$"% ,4 " !!CA-9\"!1(X4' #5) &0 @ &+30XM;&1?97AH:6)I=#.O,2TW,C@R.#(T+FAT.5!+ 0(4 Q0 ($&.$UGL2/X> MA@< /(D 9 " 4=5#@!H9%]E>&AI8FET,S$R+3 M " 2]F#@!H9&-A<&ET86QM87)K971S8W)E9&ET86=R92YH=&U0 52P4& | #P %! =IT/ end XML 78 hd-20240728_htm.xml IDEA: XBRL DOCUMENT 0000354950 2024-01-292024-07-28 0000354950 2024-08-13 0000354950 2024-07-28 0000354950 2024-01-28 0000354950 2024-04-292024-07-28 0000354950 2023-05-012023-07-30 0000354950 2023-01-302023-07-30 0000354950 us-gaap:CommonStockMember 2024-04-28 0000354950 us-gaap:CommonStockMember 2023-04-30 0000354950 us-gaap:CommonStockMember 2024-01-28 0000354950 us-gaap:CommonStockMember 2023-01-29 0000354950 us-gaap:CommonStockMember 2024-04-292024-07-28 0000354950 us-gaap:CommonStockMember 2023-05-012023-07-30 0000354950 us-gaap:CommonStockMember 2024-01-292024-07-28 0000354950 us-gaap:CommonStockMember 2023-01-302023-07-30 0000354950 us-gaap:CommonStockMember 2024-07-28 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hd:segment hd:reportableSegment pure hd:creditFacility hd:tranche0000354950--02-022024Q2false10-Qtrue2024-07-28false1-8207HOME DEPOT, INC.DE95-32614262455 Paces Ferry RoadAtlanta,GA30339770433-8211Common Stock, $0.05 Par Value Per ShareHDNYSEYesYesLarge Accelerated Filerfalsefalsefalse99329337716130000003760000000550300000033280000002306000000020976000000209700000017110000003227300000029775000000266400000002613:0.050.05100000000001000000000017990000001796000000993000000992000000090000000090000000137310000001314700000087357000000836560000-787000000-477000000806000000804000000959710000009537200000044200000001044000000968460000076530000000431750000004291600000079593000000801730000002875900048900000-428000000-917000000-869000000604500000061610000001069600000011271000000148400000015020000002535000000273900000045610000004659000000816100000085320000009900000001060249000000168000000-259000000247000000-600000002000000-510000004000000-309000000170000000-310000000251000000425200000048290000007851000000878300000090000000900000009000000090000000900000009000000090000000900000009000000090000000131530000001258460478000000-637000000-477000000-718000000-249000000168000000-259000000247000000-600000002000000-510000004000000-787000000-467000000-787000000-467000000-959720000090326000000-95372000000-872980000000-100000020170000005990000005045000000-95971000000-923430000004420000000133500000044200000001335000000816100000085320000001615000000150000000142000000880000002220000002150000003910000004920000017510000003390000003920000001628000000929000000-310000001000000014000000-32000000-159000000480000006000000-144000000109060000012205000001566000000169700000017570000000215000000-38000000-10000000-19098000000-190200000025270000000995200000001255000000113000000649000000495400000021000000017500000044600000004215000000-212000000-142000000611300000-10266000000-207900000003700000-68000000200000003760000000275700000001613000000281400000098200000090000000026340000002894000000321000000SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES<div style="margin-bottom:6pt">Basis of Presentation</div><div style="margin-bottom:6pt">The accompanying consolidated financial statements of The Home Depot, Inc., together with its subsidiaries (the "Company," "Home Depot," "we," "our" or "us"), have been prepared in accordance with the instructions to Form 10-Q and do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. Results of operations for interim periods are not necessarily indicative of results for the entire year. As a result, these consolidated financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in our 2023 Form 10-K. There were no significant changes to our significant accounting policies as disclosed in the 2023 Form 10-K.</div><div style="margin-bottom:6pt">During the second quarter of fiscal 2024, we completed the acquisition of SRS. Refer to Note 2 and Note 10 for further discussion on the acquisition, including certain impacts of the acquisition on our consolidated financial statements. </div><div style="margin-bottom:6pt">Reclassifications</div><div style="margin-bottom:6pt">Effective July 28, 2024, we began separately presenting intangible assets, net, on the consolidated balance sheets, which were previously included in the other assets line item. In addition, we began separately presenting intangible asset amortization on the statements of cash flows, which was previously included in the depreciation and amortization line item. Prior period amounts have been reclassified to conform to the current year's financial statement presentation.</div><div style="margin-bottom:6pt">Receivables, net</div><div style="margin-top:6pt">The following table presents components of receivables, net: </div><div style="margin-bottom:6pt;margin-top:6pt"><table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:99.853%"><tr><td style="width:1.0%"></td><td style="width:72.692%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:11.637%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.532%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:11.639%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions</td><td colspan="3" style="padding:2px 1pt;text-align:center;vertical-align:bottom">July 28,
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Rebate receivables represent amounts due from vendors for volume and co-op advertising rebates. Customer receivables relate to credit extended directly to certain customers in the ordinary course of business, which increased compared to the beginning of the year as a result of the SRS acquisition. The valuation allowance related to our receivables was not material to our consolidated financial statements at July 28, 2024 or January 28, 2024. Supplier Finance Programs We have a supplier finance program whereby participating suppliers may, at their sole discretion, elect to receive payment for one or more of our payment obligations, prior to their scheduled due dates, at a discounted price from participating financial institutions. The payment terms we negotiate with our suppliers are consistent, irrespective of whether a supplier participates in the program, and we are not a party to the agreements between the participating financial institutions and the suppliers in connection with the program. We do not reimburse suppliers for any costs they incur for participation in the program, and we have not pledged any assets as security or provided any guarantees as part of the program. Our outstanding payment obligations under our supplier finance program were $530 million at July 28, 2024 and $514 million at January 28, 2024 and are recorded within accounts payable on the consolidated balance sheets. Recent Accounting Pronouncements We did not adopt any new accounting pronouncements during the six months ended July 28, 2024 that had a material impact on our consolidated financial condition, results of operations or cash flows. There were no significant changes in recently issued accounting pronouncements pending adoption from those disclosed in the 2023 Form 10-K, and those not discussed in the 2023 Form 10-K are either not applicable or are not expected to have a material impact on our consolidated financial condition, results of operations or cash flows. Basis of Presentation The accompanying consolidated financial statements of The Home Depot, Inc., together with its subsidiaries (the "Company," "Home Depot," "we," "our" or "us"), have been prepared in accordance with the instructions to Form 10-Q and do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. Results of operations for interim periods are not necessarily indicative of results for the entire year. 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2024</td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom">Card receivables</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">1,240 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">988 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Rebate receivables</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,395 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">841 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom">Customer receivables</td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">2,296 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">924 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Other receivables</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">572 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">575 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt 2px 7.75pt;text-align:left;vertical-align:bottom">Receivables, net</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">5,503 </td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">3,328 </td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table>
1240000000988000000139500000084100000022960000009240000005720000005750000005503000000332800000Card receivables consist of payments due from financial institutions for the settlement of credit card and debit card transactions. Rebate receivables represent amounts due from vendors for volume and co-op advertising rebates. Customer receivables relate to credit extended directly to certain customers in the ordinary course of business, which increased compared to the beginning of the year as a result of the SRS acquisition. Supplier Finance Programs We have a supplier finance program whereby participating suppliers may, at their sole discretion, elect to receive payment for one or more of our payment obligations, prior to their scheduled due dates, at a discounted price from participating financial institutions. The payment terms we negotiate with our suppliers are consistent, irrespective of whether a supplier participates in the program, and we are not a party to the agreements between the participating financial institutions and the suppliers in connection with the program. We do not reimburse suppliers for any costs they incur for participation in the program, and we have not pledged any assets as security or provided any guarantees as part of the program. Our outstanding payment obligations under our supplier finance program were $530 million at July 28, 2024 and $514 million at January 28, 2024 and are recorded within accounts payable on the consolidated balance sheets.</div>5300000005140000000<div style="margin-bottom:6pt">Recent Accounting Pronouncements</div><div style="margin-bottom:6pt">We did not adopt any new accounting pronouncements during the six months ended July 28, 2024 that had a material impact on our consolidated financial condition, results of operations or cash flows. There were no significant changes in recently issued accounting pronouncements pending adoption from those disclosed in the 2023 Form 10-K, and those not discussed in the 2023 Form 10-K are either not applicable or are not expected to have a material impact on our consolidated financial condition, results of operations or cash flows.</div>SEGMENT REPORTING AND NET SALES<div style="margin-top:6pt">The Company defines its segments on the basis of the way in which internally reported financial information is regularly reviewed by the chief operating decision maker (“CODM”), our President and Chief Executive Officer, to analyze financial performance, make decisions, and allocate resources.</div><div style="margin-bottom:6pt;margin-top:6pt">The Company is engaged in the operation of retail stores and sells a wide assortment of building materials, home improvement products, lawn and garden products, décor products, and facilities maintenance, repair and operations products both in stores and online. We also provide a number of services, including home improvement installation services and tool and equipment rental. We currently conduct these operations in the U.S. (including the Commonwealth of Puerto Rico and the territories of the U.S. Virgin Islands and Guam), Canada, and Mexico, each of which represents an operating segment. For disclosure purposes, we aggregate these three operating segments into one reportable segment (the Primary segment) due to the similar nature of their operations and economic characteristics.</div><div style="margin-bottom:6pt;margin-top:6pt">As discussed in Note 10, in June 2024, we acquired SRS, a leading residential specialty trade distribution company across several verticals serving the professional roofer, landscaper and pool contractor through its branches located throughout the U.S. SRS is organized as three different lines of business: roofing and complementary building products, landscape, and pool. We have determined each of these three lines of business represents an operating segment, none of which meet the thresholds prescribed under Topic 280 to be deemed a reportable segment. </div><div style="margin-bottom:6pt">The following presents a reconciliation of the results of our Primary segment to our consolidated totals:</div><div><table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:29.455%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:9.864%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:9.864%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:9.864%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:9.864%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:9.864%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:9.875%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="15" style="border-bottom:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Three Months Ended</td><td colspan="3" style="padding:0 1pt"></td><td colspan="15" style="border-bottom:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Six Months Ended</td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="15" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 28, 2024</td><td colspan="3" style="padding:0 1pt"></td><td colspan="15" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 28, 2024</td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions</td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:left;vertical-align:bottom"><div style="text-align:center">Primary Segment</div></td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:left;vertical-align:bottom"><div style="text-align:center">Other</div></td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:left;vertical-align:bottom"><div style="text-align:center">Consolidated</div></td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:left;vertical-align:bottom"><div style="text-align:center">Primary Segment</div></td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:left;vertical-align:bottom"><div style="text-align:center">Other</div></td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:left;vertical-align:bottom"><div style="text-align:center">Consolidated</div></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom">Net sales</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">41,901 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-

color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">1,274 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">43,175 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">78,319 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">1,274 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">79,593 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"><div>Operating income (1)</div></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">6,462 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">72 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">6,534 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">11,541 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">72 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">11,613 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"><div>Interest income and other, net</div></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(84)</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(141)</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"><div>Interest expense</div></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">573 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,058 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"><div>Earnings before provision for income taxes</div></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial';sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#dddddd;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">6,045 </td><td style="background-color:#dddddd;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">10,696 </td><td style="background-color:#dddddd;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> ———————— (1)Includes intangible asset amortization expense of $51 million and $103 million for the three and six months ended July 28, 2024, respectively, in our Primary segment, and intangible asset amortization expense of $39 million for both the three and six months ended July 28, 2024 in Other. “Other” in the table above represents our SRS operations and is reflective of partial period results beginning from the acquisition date of June 18, 2024. Net sales in the Other category relate to the sale of products by SRS, with roofing and related products accounting for approximately 65% of sales in Other during both the three and six months ended July 28, 2024. Prior to the acquisition of SRS, our total Company consolidated results represented our Primary segment and therefore, a reconciliation to our consolidated totals is not applicable for the three and six months ended July 30, 2023. The following table presents our Primary segment major product lines and the related merchandising departments (and related services): <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:99.853%"><tr><td style="width:1.0%"></td><td style="width:20.129%"></td><td style="width:0.1%"></td><td style="width:0.532%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:76.939%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">Major Product Line</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">Merchandising Departments</td></tr><tr><td colspan="3" style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt;text-align:left;vertical-align:bottom">Building Materials</td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt;text-align:left;vertical-align:bottom"> Building Materials, Electrical, Lumber, Millwork, and Plumbing </td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Décor</td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Appliances, Bath, Flooring, Kitchen & Blinds, Lighting, and Paint </td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom">Hardlines</td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"> Hardware, Indoor Garden, Outdoor Garden, Power, and Storage & Organization </td></tr></table> The following table presents net sales by major product line (and related services), as well as Other net sales: <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:99.707%"><tr><td style="width:1.0%"></td><td style="width:50.073%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.630%"></td><td style="width:0.1%"></td><td style="width:0.386%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.630%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.386%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.630%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.533%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.632%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom"><span

style="color:#000000;font-family:'Arial',sans-serif;font-size:8pt;font-weight:700;line-height:100%">Three Months Ended</td><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Six Months Ended</td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions</td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 28,
2024</td><td colspan="3" style="border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 30,
2023</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 28,
2024</td><td colspan="3" style="border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 30,
2023</td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom">Building Materials</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">13,935 </td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">14,268 </td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">26,549 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">27,261 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Décor</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">13,591 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">13,863 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">25,935 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">26,567 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom">Hardlines</td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">14,375 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">14,785 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">25,835 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">26,345 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Primary segment net sales </td><td colspan="2" style="background-color:#ffffff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">41,901 </td><td style="background-color:#ffffff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">42,916 </td><td style="background-color:#ffffff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">78,319 </td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">80,173 </td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"> Other net sales (1) </td><td colspan="2" style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,274 </td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,274 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Net sales </td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">43,175 </td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">42,916 </td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">79,593 </td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">80,173 </td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> ———————— (1) Represents SRS net sales since the acquisition date of June 18, 2024. See discussion above for information on the components of Other net sales. Note: During the first quarter of fiscal 2024, we made certain changes to our merchandising department structure that realign certain merchandising departments across our major product lines. As a result, prior-year amounts have been reclassified to conform with the current-year presentation. These changes had no impact on consolidated net sales. The following table presents net sales, classified by geography: <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:49.923%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.602%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Three Months Ended</td><td colspan="3" style="padding:0 1pt"></td><td colspan="9"

style="padding:2px 1pt;text-align:center;vertical-align:bottom">Six Months Ended</td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions</td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 28,
2024</td><td colspan="3" style="border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 30,
2023</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 28,
2024</td><td colspan="3" style="border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 30,
2023</td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"> Net sales – in the U.S. </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">39,513 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">39,191 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">73,082 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">73,698 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Net sales – outside the U.S. </td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">3,662 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">3,725 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">6,511 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">6,475 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"> Net sales </td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">43,175 </td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">42,916 </td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">79,593 </td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">80,173 </td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> The following table presents net sales by products and services: <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:49.923%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td 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style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 28,
2024</td><td colspan="3" style="border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 30,
2023</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 28,
2024</td><td colspan="3" style="border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 30,
2023</td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom">Net sales – products</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">41,605 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">41,361 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">76,683 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">77,249 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Net sales – services</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,570 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,555 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">2,910 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">2,924 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"> Net sales </td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">43,175 </td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid

#000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">42,916 </td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">79,593 </td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">80,173 </td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> Deferred Revenue For products and services sold in stores or online, payment is typically due at the point of sale. When we receive payment before the customer has taken possession of the merchandise or the service has been performed, the amount received is recorded as deferred revenue until the sale or service is complete. Such performance obligations are part of contracts with expected original durations of typically three months or less. As of July 28, 2024 and January 28, 2024, deferred revenue for products and services was $1.8 billion and $1.7 billion, respectively. We further record deferred revenue for the sale of gift cards and recognize the associated revenue upon the redemption of those gift cards, which generally occurs within six months of gift card issuance. As of July 28, 2024 and January 28, 2024, our performance obligations for unredeemed gift cards were $1.0 billion and $1.1 billion, respectively. Gift card breakage income, which is our estimate of the portion of our outstanding gift card balance not expected to be redeemed, is recognized in net sales and was immaterial during the three and six months ended July 28, 2024 and July 30, 2023.</div>31<div style="margin-bottom:6pt">The following presents a reconciliation of the results of our Primary segment to our consolidated totals:</div><div><table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:29.455%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:9.864%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:9.864%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:9.864%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:9.864%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:9.875%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="15" style="border-bottom:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Three Months Ended</td><td colspan="3" style="padding:0 1pt"></td><td colspan="15" style="border-bottom:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Six Months Ended</td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="15" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 28, 2024</td><td colspan="3" style="padding:0 1pt"></td><td colspan="15" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 28, 2024</td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions</td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:left;vertical-align:bottom"><div style="text-align:center">Primary Segment</div></td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:left;vertical-align:bottom"><div style="text-align:center">Other</div></td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:left;vertical-align:bottom"><div style="text-align:center">Consolidated</div></td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:left;vertical-align:bottom"><div style="text-align:center">Primary Segment</div></td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:left;vertical-align:bottom"><div style="text-align:center">Other</div></td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:left;vertical-align:bottom"><div style="text-align:center">Consolidated</div></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"><div>Net sales</div></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">41,901 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">1,274 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">43,175 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">78,319 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">1,274 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">79,593 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Operating income (1) </td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">6,462 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">72 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">6,534 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">11,541 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">72 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">11,613 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"> Interest income and other, net </td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(84)</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(141)</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Interest expense </td><td colspan="3"

style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">573 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,058 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"> Earnings before provision for income taxes </td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"

colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">78,319 </td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">80,173 </td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"> Other net sales (1) </td><td colspan="2" style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,274 </td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,274 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Net sales </td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">43,175 </td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">42,916 </td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">79,593 </td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">80,173 </td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> ———————— (1) Represents SRS net sales since the acquisition date of June 18, 2024. See discussion above for information on the components of Other net sales. Note: During the first quarter of fiscal 2024, we made certain changes to our merchandising department structure that realign certain merchandising departments across our major product lines. As a result, prior-year amounts have been reclassified to conform with the current-year presentation. These changes had no impact on consolidated net sales.1393500000014268000000265490000002726100000013591000000138630000002593500000026567000000143750000001478500000025835000000263450000004190100 style="margin-bottom:6pt">The following table presents net sales, classified by geography: <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:49.923%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.602%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Three Months Ended</td><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Six Months Ended</td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions</td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 28,
2024</td><td colspan="3" style="border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 30,
2023</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 28,
2024</td><td colspan="3" style="border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 30,
2023</td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"> Net sales – in the U.S. </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">39,513 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">39,191 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">73,082 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">73,698 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Net sales – outside the U.S. </td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">3,662 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">3,725 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">6,511 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">6,475 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"> Net sales </td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">43,175 </td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">42,916 </td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">79,593 </td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">42,916 </td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">79,593 </td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid

#000000;padding:2px 0;text-align:right;vertical-align:bottom">80,173 </td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table>
3951300000039191000000730820000007369800000036620000003725000000651100000064750000004317500000042916000000795930000000801730000000 The following table presents net sales by products and services: <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:49.923%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.602%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Three Months Ended</td><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Six Months Ended</td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions</td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 28,
2024</td><td colspan="3" style="border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 30,
2023</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 28,
2024</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 30,
2023</td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom">Net sales - products</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">41,605 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">41,361 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">76,683 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">77,249 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Net sales - services</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,570 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,555 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">2,910 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">2,924 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"> Net sales </td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">43,175 </td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">42,916 </td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">79,593 </td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">80,173 </td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table>
4160500000041361000000766830000007724900000001570000000155500000029100000000292400000043175000000042916000000795930000000801730000001800000000 PROPERTY AND LEASES Net Property and Equipment Net property and equipment included accumulated depreciation and finance lease amortization of $28.3 billion as of July 28, 2024 and $27.1 billion as of January 28, 2024.</div><div style="margin-bottom:6pt">Leases</div><div style="margin-bottom:6pt">The following table presents the consolidated balance sheet classification related to operating and finance leases:</div><div><table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:24.192%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:47.438%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:11.619%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:11.621%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions</td><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">Consolidated Balance Sheet Classification</td><td colspan="3" style="padding:2px 1pt;text-align:center;vertical-align:bottom">July 28,
2024</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:2px 1pt;text-align:center;vertical-align:bottom">January 28,
2024</td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom">Assets:</td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;border-top:1pt solid #000000;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Operating lease assets</td><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Operating lease right-of-use assets</td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">8,613 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">7,884 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"> Finance lease assets (1) </td><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"> Net property and equipment </td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">2,754 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Arial',sans-serif;font-size:10pt;font-weight:400;line-

height:100%">2,840 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt 2px 31pt;text-align:left;vertical-align:bottom">Total lease assets</td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">11,367 </td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">10,724 </td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom">Liabilities:</td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;border-top:3pt double #000;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;border-top:3pt double #000;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Current:</td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"> Operating lease liabilities</td><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom">Current operating lease liabilities</td><td colspan="3" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;padding:2px 0;text-align:right;vertical-align:bottom">1,242 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#dddddd;padding:2px 0;text-align:right;vertical-align:bottom">1,050 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Finance lease liabilities</td><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Current installments of long-term debt</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">273 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">268 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom">Long-term:</td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Operating lease liabilities</td><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Long-term operating lease liabilities</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">7,635 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">7,082 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"> Finance lease liabilities</td><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom">Long-term debt, excluding current installments</td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">2,923 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">3,000 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="padding:2px 1pt 2px 37pt;text-align:left;vertical-align:bottom">Total lease liabilities</td><td colspan="3" style="padding:0 1pt"></td><td style="border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">12,073 </td><td style="border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="padding:0 1pt"></td><td style="border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">11,400 </td><td style="border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> ———————— (1) Finance lease assets are recorded net of accumulated amortization of $1.4 billion as of July 28, 2024 and $1.2 billion as of January 28, 2024. </div><div style="margin-bottom:6pt">The following table presents supplemental non-cash information related to leases:</div><div style="margin-bottom:6pt"><table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:72.730%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:11.619%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:11.621%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Six Months Ended</td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions</td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 28,
2024</td><td colspan="3" style="border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 30,
2023</td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom">Lease assets obtained in exchange for new operating lease liabilities</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial';sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">670 </td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">583 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Lease assets obtained in exchange for new finance lease liabilities</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">74 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">192 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> 2830000000027100000000 The following table presents the consolidated balance sheet classification related to operating and finance leases: <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:24.192%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:47.438%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:11.619%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:11.621%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions</td><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">Consolidated Balance Sheet Classification</td><td colspan="3" style="padding:2px 1pt;text-align:center;vertical-align:bottom">July 28,
2024</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:2px 1pt;text-align:center;vertical-align:bottom">January 28,
2024</td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom">Assets:</td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;border-top:1pt solid #000000;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Operating lease assets</td><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Operating lease right-of-use assets</td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial',sans-

serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">8,613 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">7,884 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom">Finance lease assets (1) </td><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"> Net property and equipment </td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">2,754 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">2,840 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt 2px 31pt;text-align:left;vertical-align:bottom">Total lease assets</td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">11,367 </td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">10,724 </td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom">Liabilities:</td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;border-top:3pt double #000;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;border-top:3pt double #000;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Current:</td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"> Operating lease liabilities</td><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom">Current operating lease liabilities</td><td style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;padding:2px 0;text-align:right;vertical-align:bottom">1,242 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#dddddd;padding:2px 0;text-align:right;vertical-align:bottom">1,050 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Finance lease liabilities</td><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Current installments of long-term debt</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">273 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">268 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom">Long-term:</td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Operating lease liabilities</td><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Long-term operating lease liabilities</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">7,635 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">7,082 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"> Finance lease liabilities</td><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom">Long-term debt, excluding current installments</td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">2,923 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">3,000 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="padding:2px 1pt 2px 37pt;text-align:left;vertical-align:bottom">Total lease liabilities</td><td colspan="3" style="padding:0 1pt"></td><td style="border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">12,073 </td><td style="border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="padding:0 1pt"></td><td style="border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">11,400 </td><td style="border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> ———————— (1) Finance lease assets are recorded net of accumulated amortization of $1.4 billion as of July 28, 2024 and $1.2 billion as of January 28, 2024.
8613000000788400000027540000002840000000113670000001072400000012420000001050000000273000000268000000763500000070820000002923000000300000 The following table presents supplemental non-cash information related to leases: <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:72.730%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:11.619%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:11.621%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Six Months Ended</td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions</td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 28,
2024</td><td colspan="3" style="border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 30,
2023</td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom">Lease assets obtained in exchange for new operating lease liabilities</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">670 </td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">583 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Lease assets obtained in exchange for new finance lease liabilities</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">74 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">192 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> 670000000583000000740000001920000000GOODWILL AND INTANGIBLE ASSETS Goodwill The following table presents the changes in the carrying amount of our goodwill: <table style="border-

collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:99.853%"><tr><td style="width:1.0%"></td><td style="width:64.346%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.027%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.385%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.027%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.385%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.030%"></td><td style="width:0.1%"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions</td><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom"> Primary Segment </td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom"> Other </td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom"> Consolidated </td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"> Goodwill, balance at January 28, 2024 </td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">8,455 </td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">— </td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">8,455 </td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"><div>Acquisitions (1)</div></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">10,967 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">10,967 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"><div>Other(2)</div></td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(8)</td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(8)</td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"><div style="padding-left:6.75pt">Goodwill, balance at July 28, 2024</div></td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">8,447 </td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">10,967 </td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial';sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">19,414 </td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr></table> ———————— (1) Fiscal 2024 activity represents the preliminary determination of goodwill related to the acquisition of SRS. See Note 10 for details regarding the SRS acquisition. (2) Primarily reflects the net impact of foreign currency translation as well as immaterial measurement period adjustments related to fiscal 2023 acquisitions. Intangible Assets The following table presents information regarding our intangible assets: <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:29.309%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.011%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.384%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.011%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.384%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.011%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.384%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.011%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.384%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.016%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="15" style="padding:2px 1pt;text-align:left;vertical-align:bottom"> July 28, 2024 (1) </td><td colspan="3" style="padding:0 1pt"></td><td colspan="15" style="padding:2px 1pt;text-align:center;vertical-align:bottom">January 28, 2024</td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions</td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Gross Carrying Amount</td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Accumulated Amortization</td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Net Carrying Amount</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Gross Carrying Amount</td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Accumulated Amortization</td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Net Carrying Amount</td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:middle">Definite-Lived Intangible Assets:</td><td colspan="3" style="background-color:#dbdbdb;border-top:1pt solid

#000;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;border-top:1pt solid #000;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt 2px 7pt;text-align:left;vertical-align:middle">Customer relationships</td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">8,795 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">(797)</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">7,998 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">3,425 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">(670)</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial';sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">2,755 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt 2px 7pt;text-align:left;vertical-align:bottom">Trade names</td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">607 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(40)</td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">567 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">227 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(25)</td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">202 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt 2px 7pt;text-align:left;vertical-align:bottom">Other</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">11 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(11)</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">12 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(12)</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:middle">Indefinite-Lived Intangible Assets:</td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt 2px 7pt;text-align:left;vertical-align:bottom">Trade names</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">649 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">649 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">649 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:bottom"> Total Intangible Assets </td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">10,062 </td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">(848)</td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom">9,214 </td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">4,313 </td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">(707)</td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">3,606 </td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> ———————— (1) Fiscal 2024 includes the preliminary allocation of fair value to intangible assets related to the acquisition of SRS. See <a href="#ic731eae176bc4e64bde8c885ea70b4dc_67"

style="color:#0000ff;font-family:'Arial',sans-serif;font-size:9pt;font-style:italic;font-weight:400;line-height:120%;text-decoration:underline">Note 10 for details regarding the SRS acquisition. Our intangible asset amortization expense was $90 million and $44 million during the second quarter of fiscal 2024 and 2023, respectively, and $142 million and $88 million during the first six months of fiscal 2024 and 2023, respectively.</div><div style="margin-bottom:6pt;margin-top:6pt">The following table presents the estimated future amortization expense related to definite-lived intangible assets as of July 28, 2024:</div><div style="margin-bottom:6pt;margin-top:6pt"><table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:84.280%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:13.520%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions</td><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom"><div style="text-align:center">Amortization Expense</div></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"><div>Fiscal 2024 - remaining</div></td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">282 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Fiscal 2025 </td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">551 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"> Fiscal 2026 </td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">551 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Fiscal 2027 </td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">542 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"> Fiscal 2028 </td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">524 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Thereafter</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">6,115 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"> Total </td><td style="background-color:#dddddd;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">8,565 </td><td style="background-color:#dddddd;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table></div><div style="margin-bottom:6pt;margin-top:6pt">The following table presents the changes in the carrying amount of our goodwill:</div><div style="margin-top:6pt;text-align:center"><table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:99.853%"><tr><td style="width:1.0%"></td><td style="width:64.346%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.027%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.385%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.027%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.385%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.030%"></td><td style="width:0.1%"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions</td><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom"><div style="text-align:center">Primary Segment</div></td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom"><div style="text-align:center">Other</div></td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom"><div style="text-align:center">Consolidated</div></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"><div>Goodwill, balance at January 28, 2024</div></td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">8,455 </td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">— </td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial';sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">8,455 </td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Acquisitions (1) </td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">10,967 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">10,967 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"> Other(2) </td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(8)</td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(8)</td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Goodwill, balance at July 28, 2024 </td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">8,447 </td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial';sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">10,967 </td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">19,414 </td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="display:none"></td><td

colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr></table> ———————— (1) Fiscal 2024 activity represents the preliminary determination of goodwill related to the acquisition of SRS. See Note 10 for details regarding the SRS acquisition. (2) Primarily reflects the net impact of foreign currency translation as well as immaterial measurement period adjustments related to fiscal 2023 acquisitions. 8455000000084550000000109670000001096700000080000000-80000000844700000010967000001941400000 The following table presents information regarding our intangible assets: <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:29.309%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.011%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.384%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.011%"></td><td style="width:0.1%"></td><td style="width:0.384%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.011%"></td><td style="width:0.1%"></td><td style="width:0.384%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.011%"></td><td style="width:0.1%"></td><td style="width:0.384%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.011%"></td><td style="width:0.1%"></td><td style="width:0.384%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.011%"></td><td style="width:0.1%"></td><td style="width:0.384%"></td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="15" style="padding:2px 1pt;text-align:left;vertical-align:bottom"> July 28, 2024 (1) </td><td colspan="3" style="padding:0 1pt"></td><td colspan="15" style="padding:2px 1pt;text-align:center;vertical-align:bottom">January 28, 2024</td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions</td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Gross Carrying Amount</td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Accumulated Amortization</td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Net Carrying Amount</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Gross Carrying Amount</td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Accumulated Amortization</td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Net Carrying Amount</td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:middle">Definite-Lived Intangible Assets:</td><td colspan="3" style="background-color:#dbdbdb;border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;border-top:1pt solid #000;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt 2px 7pt;text-align:left;vertical-align:middle">Customer relationships</td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">8,795 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">(797)</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">7,998 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">3,425 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">(670)</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">2,755 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt 2px 7pt;text-align:left;vertical-align:bottom">Trade names</td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">607 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(40)</td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">567 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">227 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(25)</td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">202 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt 2px 7pt;text-align:left;vertical-align:bottom">Other</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">11 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(11)</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">12 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(12)</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:middle">Indefinite-Lived Intangible Assets:</td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt 2px 7pt;text-align:left;vertical-align:bottom">Trade names</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">649 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px

1pt;text-align:right;vertical-align:bottom">649 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">649 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">649 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:bottom"> Total Intangible Assets </td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">10,062 </td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">(848)</td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">9,214 </td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">4,313 </td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">(707)</td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">3,606 </td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> ———————— (1) Fiscal 2024 includes the preliminary allocation of fair value to intangible assets related to the acquisition of SRS. See Note 10 for details regarding the SRS acquisition. The following table presents information regarding our intangible assets: <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:29.309%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.011%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.384%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.011%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.384%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.011%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.384%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.011%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.384%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.011%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.384%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.016%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="15" style="padding:2px 1pt;text-align:left;vertical-align:bottom"> July 28, 2024 (1) </td><td colspan="3" style="padding:0 1pt"></td><td colspan="15" style="padding:2px 1pt;text-align:center;vertical-align:bottom">January 28, 2024</td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions</td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Gross Carrying Amount</td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Accumulated Amortization</td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Net Carrying Amount</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Gross Carrying Amount</td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Accumulated Amortization</td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Net Carrying Amount</td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:middle">Definite-Lived Intangible Assets:</td><td colspan="3" style="background-color:#dbdbdb;border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;border-top:1pt solid #000;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt 2px 7pt;text-align:left;vertical-align:middle">Customer relationships</td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">8,795 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">(797)</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">7,998 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">3,425 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">(670)</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">2,755 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt 2px 7pt;text-align:left;vertical-align:bottom">Trade names</td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">607 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(40)</td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">567 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">227 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(25)</td><td style="background-

color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">202 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt 2px 7pt;text-align:left;vertical-align:bottom">Other</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">11 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(11)</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">12 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(12)</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:middle">Indefinite-Lived Intangible Assets:</td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"

style="margin-bottom:6pt">Short-Term Debt At the beginning of fiscal 2024, we had a commercial paper program that allowed for borrowings up to $5.0 billion. In connection with this program, we had back-up credit facilities with a consortium of banks for borrowings up to $5.0 billion, which consisted of a five-year $3.5 billion credit facility scheduled to expire in July 2027 and a 364-day $1.5 billion credit facility scheduled to expire in July 2024. At January 28, 2024, there were no outstanding borrowings under our commercial paper program or back-up credit facilities. In May 2024, we increased our commercial paper program from $5.0 billion to $19.5 billion in connection with the anticipated financing of the acquisition of SRS (see Note 10). In May 2024, in connection with the increase in the commercial paper program, we also entered into three additional back-up credit facilities that consisted of a 364-day $3.5 billion credit facility scheduled to expire in May 2025, a three-year $1.0 billion credit facility scheduled to expire in May 2027, and a 364-day $10.0 billion credit facility scheduled to expire in May 2025. The $10.0 billion credit facility also provided that the commitments and any borrowings under this facility would be reduced by the amount of net cash proceeds we received from any future debt issuance. In June 2024, leading up to the acquisition of SRS on June 18, 2024, we raised commercial paper borrowings of over $15.0 billion to fund the transaction. On June 25, 2024, we received the proceeds from the issuance of $10.0 billion of long-term debt, as further discussed below, and immediately used the proceeds to repay approximately $10.0 billion of these commercial paper borrowings. On June 27, 2024, we terminated the $10.0 billion back-up credit facility, and subsequently reduced our commercial paper program from $19.5 billion to $9.5 billion. In July 2024, we also completed the renewal of our 364-day $1.5 billion credit facility, extending the maturity from July 2024 to July 2025. As of July 28, 2024, our commercial paper program allowed for borrowings up to $9.5 billion and is supported by $9.5 billion of back-up credit facilities. All of our short-term borrowings in the first six months of fiscal 2024 were under our commercial paper program, and the maximum amount outstanding at any time was $15.3 billion. At July 28, 2024, we had $2.5 billion of outstanding borrowings under our commercial paper program with a weighted average interest rate of 5.4% and no outstanding borrowings under our back-up credit facilities. Long-Term Debt June 2024 Issuance. In June 2024, we issued nine tranches of senior notes. •The first tranche consisted of $600 million of floating rate senior notes due December 24, 2025 (the “floating rate notes”). The floating rate notes bear interest at a variable rate determined quarterly equal to the compounded Secured Overnight Borrowing Rate (“SOFR”) plus 33 basis points. Interest on the floating rate notes is due quarterly on March 24, June 24, September 24, and December 24 of each year, beginning on September 24, 2024. •The second tranche consisted of $900 million of 5.100% senior notes due December 24, 2025 (the “2025 notes”) at a discount of $0.8 million. Interest on the 2025 notes is due semi-annually on June 24 and December 24 of each year, beginning on December 24, 2024. •The third tranche consisted of $1.5 billion of 5.150% senior notes due June 25, 2026 (the “2026 notes”) at a discount of $1.7 million. Interest on the 2026 notes is due semi-annually on June 25 and December 25 of each year, beginning on December 25, 2024. •The fourth tranche consisted of $1.0 billion of 4.875% senior notes due June 25, 2027 (the “2027 notes”) at a discount of $3.3 million. Interest on the 2027 notes is due semi-annually on June 25 and December 25 of each year, beginning on December 25, 2024. •The fifth tranche consisted of $1.25 billion of 4.750% senior notes due June 25, 2029 (the “2029 notes”) at a discount of $8.1 million. Interest on the 2029 notes is due semi-annually on June 25 and December 25 of each year, beginning on December 25, 2024. •The sixth tranche consisted of $1.0 billion of 4.850% senior notes due June 25, 2031 (the “2031 notes”) at a discount of $7.1 million. Interest on the 2031 notes is due semi-annually on June 25 and December 25 of each year, beginning on December 25, 2024. •The seventh tranche consisted of $1.75 billion of 4.950% senior notes due June 25, 2034 (the “2034 notes”) at a discount of $16.7 million. Interest on the 2034 notes is due semi-annually on June 25 and December 25 of each year, beginning on December 25, 2024. •The eighth tranche consisted of $1.5 billion of 5.300% senior notes due June 25, 2054 (the “2054 notes”) at a discount of $23.5 million. Interest on the 2054 notes is due semi-annually on June 25 and December 25 of each year, beginning on December 25, 2024. •The ninth tranche consisted of $500 million of 5.400% senior notes due June 25, 2064 (the “2064 notes”) at a discount of $8.5 million. Interest on the 2064 notes is due semi-annually on June 25 and December 25 of each year, beginning on December 25, 2024. •Issuance costs for the June 2024 issuance totaled $41 million. Redemption. The floating rate notes are not redeemable prior to maturity. Each of these fixed rate senior notes may be redeemed by us at any time, in whole or in part, at the redemption price plus accrued and unpaid interest up to the redemption date. With respect to the 2025 notes and 2026 notes, the redemption price is equal to the greater of (1) 100% of the principal amount of the notes to be redeemed or (2) the sum of the present values of the remaining scheduled payments of principal and interest on the notes that would be due after the related redemption date. With respect to all other fixed rate notes, prior to the relevant Par Call Date, as defined in the respective notes, the redemption price is equal to the greater of (1) 100% of the principal amount of the notes to be redeemed or (2) the sum of the present values of the remaining scheduled payments of principal and interest to the Par Call Date. With respect to all fixed rate notes other than the 2025 and 2026 notes, on or after the relevant Par Call Date, the redemption price is equal to 100% of the principal amount of such notes. Additionally, if a Change in Control Triggering Event occurs, as defined in the notes, holders of all such notes have the right to require us to offer payment, in cash, for those notes equal to 101% of the aggregate principal amount of such notes plus accrued and unpaid interest up to the date of purchase. The indenture governing these notes does not generally limit our ability to incur additional indebtedness or require us to maintain financial ratios or specified levels of net worth or liquidity. The indenture governing the notes contains various customary covenants; however, none are expected to impact our liquidity or capital resources. Repayments. In February 2024, we repaid our $1.1 billion 3.75% senior notes at maturity. Derivative Instruments and Hedging Activities We had outstanding interest rate swap agreements with combined notional amounts of $5.4 billion at both July 28, 2024 and January 28, 2024. These agreements are accounted for as fair value hedges that swap fixed for variable rate interest to hedge changes in the fair values of certain senior notes. At July 28, 2024 and January 28, 2024, the fair values of these agreements totaled $796 million and $858 million, respectively, all of which are recognized within other long-term liabilities on the consolidated balance sheets. All of our interest rate swap agreements are designated as fair value hedges and meet the shortcut method requirements under GAAP. Accordingly, the changes in the fair values of these agreements offset the changes in the fair value of the hedged long-term debt. There was no new material hedging activity or material changes to any other hedging arrangements disclosed in our 2023 Form 10-K, and all related activity was immaterial for the periods presented within this report. Collateral. We generally enter into master netting arrangements, which are designed to reduce credit risk by permitting net settlement of transactions with the same counterparty. To further limit our credit risk, we enter into collateral security arrangements that provide for collateral to be received or posted when the net fair value of certain derivative instruments exceeds or falls below contractually established thresholds. The cash collateral posted by the Company related to derivative instruments under our collateral security arrangements was $686 million and $714 million as of July 28, 2024 and January 28, 2024, respectively, which was recorded in other current assets on the consolidated balance sheets. We did not hold any cash collateral as of July 28, 2024 or January 28, 2024.
5000000000050000000000P5Y3500000000P364D150000000000050000000001950000000003P364D3500000000P3Y1000000000P364D10000000000100000000001500000000style="color:#fc671a;font-family:'Arial',sans-serif;font-size:10pt;font-weight:700;line-height:120%;padding-left:9.67pt">STOCKHOLDERS' EQUITY Stock Rollforward The following table presents a reconciliation of the number of shares of our common stock outstanding and cash dividends per share: <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:49.923%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.602%"></td><td style="width:0.1%"></td></tr><tr style="height:12pt"><td colspan="3" rowspan="2" style="padding:2px 1pt;text-align:left;vertical-align:bottom">shares in millions</td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Three Months Ended</td><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Six Months Ended</td></tr><tr style="height:21pt"><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:top">July 28,
2024</td><td colspan="3" style="border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:top"><span style="color:#000000;font-family:'Arial',sans-

style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;padding:2px 0;text-align:right;vertical-align:bottom">4.18 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> Share Repurchases In August 2023, our Board of Directors approved a $15.0 billion share repurchase authorization that replaced the previous authorization of $15.0 billion, which was approved in August 2022. The August 2023 authorization does not have a prescribed expiration date. As of July 28, 2024, approximately $11.7 billion of the $15.0 billion share repurchase authorization remained available. In March 2024, we paused share repurchases in anticipation of the acquisition of SRS (see Note 10). </div><div style="margin-bottom:6pt">The following table presents information about our repurchases of common stock, all of which were completed through open market purchases:</div><div><table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:49.923%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.602%"></td><td style="width:0.1%"></td></tr><tr style="height:12pt"><td colspan="3" rowspan="2" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions</td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Three Months Ended</td><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Six Months Ended</td></tr><tr style="height:21pt"><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:top">July 28,
2024</td><td colspan="3" style="border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:top">July 30,
2023</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:top">July 28,
2024</td><td colspan="3" style="border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:top">July 30,
2023</td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:bottom">Total number of shares repurchased</td><td colspan="2" style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">7 </td><td style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">2 </td><td style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">17 </td><td style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"><div>Total cost of shares repurchased</div></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">(1)</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">2,017 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">599 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">5,045 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table>
 The cost of shares repurchased may differ from the repurchases of common stock amounts in the consolidated statements of cash flows due to unsettled share repurchases at the end of a period and net excise taxes incurred on share repurchases. The following table presents a reconciliation of the number of shares of our common stock outstanding and cash dividends per share: <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:49.923%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.602%"></td><td style="width:0.1%"></td></tr><tr style="height:12pt"><td colspan="3" rowspan="2" style="padding:2px 1pt;text-align:left;vertical-align:bottom">shares in millions</td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Three Months Ended</td><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Six Months Ended</td></tr><tr style="height:21pt"><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:top">July 28,
2024</td><td colspan="3" style="border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:top">July 30,
2023</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:top">July 28,
2024</td><td colspan="3" style="border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:top">July 30,
2023</td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom">Common stock:</td><td colspan="3" style="background-color:#dddddd;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;border-top:1pt solid #000000;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Shares at beginning of period </td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,798 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,795 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,796 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,794 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom"> Shares issued under employee stock plans, net </td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">3 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">2 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Shares at end of period </td><td colspan="2" style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,799 </td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-

color:#ffffff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,796 </td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,799 </td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,796 </td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom">Treasury stock:</td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Shares at beginning of period </td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(806)</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(788)</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(804)</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(778)</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom">Repurchases of common stock</td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(7)</td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(2)</td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(17)</td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Shares at end of period </td><td colspan="2" style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(806)</td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(795)</td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(806)</td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(795)</td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt 2px 13pt;text-align:left;vertical-align:bottom">Shares outstanding at end of period</td><td colspan="2" style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">993 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,001 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">993 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="2" style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,001 </td><td style="background-color:#dddddd;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr style="height:15pt"><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;border-top:3pt double #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;border-top:3pt double #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;border-top:3pt double #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;border-top:3pt double #000000;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:bottom">Cash dividends per share</td><td style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;padding:2px 0;text-align:right;vertical-align:bottom">2.25 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;padding:2px 0;text-align:right;vertical-align:bottom">2.09 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;padding:2px 0;text-align:right;vertical-align:bottom">4.50 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#dddddd;padding:2px 0;text-align:right;vertical-align:bottom">4.18 </td><td style="background-color:#dddddd;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table>
179800000017950000001796000000179400000010000001000000300000020000001799000000179600000017990000001796000000806000000788000000804000000774
style="margin-bottom:6pt">The following table presents information about our repurchases of common stock, all of which were completed through open market purchases: <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:49.923%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.602%"></td><td style="width:0.1%"></td></tr><tr style="height:12pt"><td colspan="3" rowspan="2" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions</td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Three Months Ended</td><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Six Months Ended</td></tr><tr style="height:21pt"><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:top">July 28,
2024</td><td colspan="3" style="border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:top">July 30,
2023</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:top">July 28,
2024</td><td colspan="3" style="border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:top">July 30,
2023</td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:bottom">Total number of shares repurchased</td><td colspan="2" style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">7 </td><td style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">2 </td><td style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">17 </td><td style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr>

<tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"><div>Total cost of shares repurchased</div></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">(1)</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">2,017 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">599 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">5,045 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table></div><0700000020000001700000010000002017000000599000000050450000000FAIR VALUE MEASUREMENTS<div style="margin-bottom:6pt">The fair value of an asset is considered to be the price at which the asset could be sold in an orderly transaction between unrelated knowledgeable and willing parties. A liability's fair value is defined as the amount that would be paid to transfer the liability to a new obligor, rather than the amount that would be paid to settle the liability with the creditor. Assets and liabilities recorded at fair value are measured using a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. The levels of the fair value hierarchy are:</div><div style="margin-bottom:3pt;padding-left:36pt;text-indent:-18pt">•Level 1: observable inputs such as quoted prices in active markets for identical assets or liabilities;</div><div style="margin-bottom:3pt;padding-left:36pt;text-indent:-18pt">•Level 2: inputs other than quoted prices in active markets in Level 1 that are either directly or indirectly observable; and</div><div style="margin-bottom:6pt;padding-left:36pt;text-indent:-18pt">•Level 3: unobservable inputs for which little or no market data exists, therefore requiring management judgment to develop the Company's own models with estimates and assumptions.</div><div style="margin-bottom:6pt">Assets and Liabilities Measured at Fair Value on a Recurring Basis</div><div style="margin-bottom:6pt">The following table presents the assets and liabilities that are measured at fair value on a recurring basis:</div><div style="margin-bottom:6pt"><table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:70.976%"></td><td style="width:0.1%"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td style="width:1.0%"></td><td style="width:12.496%"></td><td style="width:0.1%"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td style="width:1.0%"></td><td style="width:12.498%"></td><td style="width:0.1%"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="padding:2px 1pt;text-align:center;vertical-align:bottom">July 28, 2024</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="padding:2px 1pt;text-align:center;vertical-align:bottom">January 28, 2024</td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions </td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:left;vertical-align:bottom"><div style="text-align:center">Fair Value</div><div style="text-align:center">(Level 2)</div></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="display:none"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:left;vertical-align:bottom"><div style="text-align:center">Fair Value</div><div style="text-align:center">(Level 2)</div></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:top">Derivative agreements – assets</td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">— </td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:top">Derivative agreements – liabilities</td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(796)</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(859)</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt 2px 7pt;text-align:left;vertical-align:bottom">Total</td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">(796)</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">(859)</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr></table></div><div style="margin-bottom:6pt">The fair values of our derivative instruments are determined using an income approach and Level 2 inputs, which primarily include the respective interest rate forward curves and discount rates. Our derivative instruments are discussed further in Note 5.</div><div style="margin-bottom:6pt">Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis</div><div style="margin-bottom:6pt">Long-lived assets, goodwill, and other intangible assets are subject to nonrecurring fair value measurement for the assessment of impairment. We did not have any material assets or liabilities that were measured and recognized at fair value on a nonrecurring basis during the three and six months ended July 28, 2024 or July 30, 2023. See Note 10 for discussion on the fair values of assets acquired and liabilities assumed in our acquisition of SRS. </div><div style="margin-bottom:6pt">Other Fair Value Disclosures</div><div style="margin-bottom:6pt">The carrying amounts of cash and cash equivalents, receivables, accounts payable, and short-term debt approximate fair value due to their short-term nature. </div><div style="margin-bottom:6pt">The following table presents the aggregate fair values and carrying values of our senior notes: </div><div style="margin-bottom:9pt"><table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:49.923%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.602%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">July 28, 2024</td><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">January 28, 2024</td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions </td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Fair Value
(Level 1)</td><td colspan="3" style="border-

top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Carrying
Value</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Fair Value
(Level 1)</td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Carrying
Value</td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:top">Senior notes</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">46,879 </td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">49,709 </td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">38,495 </td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">40,843 </td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> The following table presents the assets and liabilities that are measured at fair value on a recurring basis: <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:70.976%"></td><td style="width:0.1%"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td style="width:1.0%"></td><td style="width:12.496%"></td><td style="width:0.1%"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td style="width:1.0%"></td><td style="width:12.498%"></td><td style="width:0.1%"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="padding:2px 1pt;text-align:center;vertical-align:bottom">July 28, 2024</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="padding:2px 1pt;text-align:center;vertical-align:bottom">January 28, 2024</td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions </td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:left;vertical-align:bottom"> Fair Value (Level 2) </td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:left;vertical-align:bottom"> Fair Value (Level 2) </td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:top">Derivative agreements – assets</td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">— </td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">— </td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:top">Derivative agreements – liabilities</td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(796)</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(859)</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt 2px 7pt;text-align:left;vertical-align:bottom">Total</td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">(796)</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">(859)</td><td style="background-color:#dddddd;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr></table> 0079600000085900000-796000000-859000000 The following table presents the aggregate fair values and carrying values of our senior notes: <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:49.923%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.602%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">July 28, 2024</td><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">January 28, 2024</td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions </td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Fair Value
(Level 1)</td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Carrying
Value</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Fair Value
(Level 1)</td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Carrying
Value</td></tr><tr><td colspan="3" style="background-color:#dddddd;padding:2px 1pt;text-align:left;vertical-align:top">Senior notes</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">46,879 </td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">49,709 </td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">38,495 </td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dddddd;padding:0 1pt"></td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">40,843 </td><td style="background-color:#dddddd;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table>

46879000000497090000003849500000040843000000WEIGHTED AVERAGE COMMON SHARES The following table presents the reconciliation of our basic to diluted weighted average common shares as well as the number of anti-dilutive securities excluded from diluted weighted average common shares: <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:49.923%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.602%"></td><td style="width:0.1%"></td></tr><tr style="height:14pt"><td colspan="3" rowspan="2" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions</td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Three Months Ended</td><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Six Months Ended</td></tr><tr style="height:21pt"><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 28,
2024</td><td colspan="3" style="border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 30,
2023</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 28,
2024</td><td colspan="3" style="border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 30,
2023</td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:top">Basic weighted average common shares</td><td colspan="2" style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:top">990 </td><td style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:top"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:top">1,000 </td><td style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:top"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:top">989 </td><td style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:top"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:top">1,005 </td><td style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:top"></td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom"> Effect of potentially dilutive securities (1) </td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:top">2 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:top"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:top">3 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:top"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:top">3 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:top"></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt 2px 7pt;text-align:left;vertical-align:top">Diluted weighted average common shares</td><td colspan="2" style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:top">992 </td><td style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:top"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:top">1,003 </td><td style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:top"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:top">992 </td><td style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:top"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:top">1,008 </td><td style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:top"></td></tr><tr style="height:15pt"><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;border-top:3pt double #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;border-top:3pt double #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;border-top:3pt double #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;border-top:3pt double #000000;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:bottom">Anti-dilutive securities excluded from diluted weighted average common shares</td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> ———————— (1) Represents the dilutive impact of stock-based awards. The following table presents the reconciliation of our basic to diluted weighted average common shares as well as the number of anti-dilutive securities excluded from diluted weighted average common shares: <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:49.923%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.595%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.602%"></td><td style="width:0.1%"></td></tr><tr style="height:14pt"><td colspan="3" rowspan="2" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions</td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Three Months Ended</td><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Six Months Ended</td></tr><tr style="height:21pt"><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 28,
2024</td><td colspan="3" style="border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 30,
2023</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 28,
2024</td><td colspan="3" style="border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">July 30,
2023</td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:top">Basic weighted average common shares</td><td colspan="2" style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:top">990 </td><td style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:top"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:top">1,000 </td><td style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:top"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:top">989 </td><td style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:top"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:top">1,005 </td><td style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:top"></td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom"> Effect of potentially dilutive securities (1) </td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:top">2 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:top"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td

colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:top">3 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:top"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:top">3 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:top"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:top">3 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:top"></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt 2px 7pt;text-align:left;vertical-align:top">Diluted weighted average common shares</td><td colspan="2" style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:top">992 </td><td style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:top"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:top">1,003 </td><td style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:top"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:top">992 </td><td style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:top"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:right;vertical-align:top">1,008 </td><td style="background-color:#dbdbdb;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:top"></td></tr><tr style="height:15pt"><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;border-top:3pt double #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;border-top:3pt double #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;border-top:3pt double #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;border-top:3pt double #000000;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:bottom">Anti-dilutive securities excluded from diluted weighted average common shares</td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> ———————— (1) Represents the dilutive impact of stock-based awards.
99000000010000000009890000001005000002000003000003000000992000000100300000099200000010080000001000000100000010000001000000CONTINGENCIES We are involved in litigation arising in the normal course of business. In management's opinion, any such litigation is not expected to have a material adverse effect on our consolidated financial condition, results of operations, or cash flows. ACQUISITIONS SRS Acquisition On March 27, 2024, we entered into a definitive agreement to acquire SRS Distribution Inc., a leading residential specialty trade distribution company across several verticals serving the professional roofer, landscaper and pool contractor. On June 18, 2024, following the satisfaction or waiver of the applicable closing conditions, including receipt of the requisite regulatory approvals, the acquisition was completed and all merger consideration was transferred. Under the terms of the merger agreement, a subsidiary of The Home Depot, Inc. merged with and into Shingle Acquisition Holdings, Inc., the parent company of SRS, with Shingle Acquisition Holdings, Inc. as the surviving entity and a wholly owned subsidiary of the Company. We believe the acquisition of SRS will accelerate the Company's growth with the residential professional customer. The acquisition is expected to complement our existing capabilities and enable us to better serve complex project purchase occasions with the renovator/remodeler, while also establishing the Company as a leading specialty trade distributor across multiple verticals. We primarily used a combination of proceeds from commercial paper borrowings, the issuance of long-term debt, as well as cash on hand to fund the acquisition. See Note 5 for further information on the financing for the transaction, and below for a summary of preliminary purchase consideration. The acquisition was accounted for in accordance with Accounting Standards Codification Topic 805 "Business Combinations," and SRS's results of operations have been consolidated in the Company's financial statements effective June 18, 2024. Acquisition-related costs were expensed as incurred and were not material. Fair Value of Consideration Transferred. The following table summarizes total preliminary purchase consideration: <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:79.016%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:18.784%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions </td><td colspan="3" style="padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:bottom"> Total cash consideration </td><td style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dbdbdb;padding:2px 0;text-align:right;vertical-align:bottom">17,720 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"><div>Fair value of common stock issued (1)</div></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">321 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:bottom"><div style="padding-left:6pt">Total preliminary purchase consideration</div></td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial';sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">18,041 </td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> ———————— (1) In connection with the acquisition, certain members of SRS's management team concurrently reinvested a portion of their respective after-tax merger consideration proceeds into shares of the Company's common stock. A portion of such shares of Company common stock are fully vested, and accordingly, the fair value of such shares was recorded as non-cash purchase consideration. A portion of such shares of Company common stock, which replaced legacy SRS stock-based awards, are subject to service-based vesting conditions over a three-year period and become forfeitable if such vesting conditions are not satisfied. Accordingly, a portion of the fair value of these shares was recorded as non-cash purchase consideration, and the remainder will be recorded as post-combination expense over the vesting period. The fair value of these shares, including the amount which will be recorded as post-combination compensation cost, is not material. Allocation of Consideration Transferred. We recorded a preliminary allocation of the purchase price to assets acquired and liabilities assumed based on their estimated fair values as of June 18, 2024. The following table summarizes the recorded fair values of the assets acquired and liabilities assumed: <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:79.016%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:18.784%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions</td><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom"> Preliminary Fair Value </td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:bottom"> Cash and cash equivalents </td><td style="background-color:#dbdbdb;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dbdbdb;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">161 </td><td style="background-color:#dbdbdb;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Receivables </td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,832 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:bottom"> Merchandise inventories </td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,988 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Property and equipment </td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Arial';sans-serif;font-size:10pt;font-

weight:400;line-height:100%">834 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:bottom"> Goodwill </td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">10,967 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Intangible assets </td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">5,750 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:bottom"> Other current and non-current assets </td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">744 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Total assets acquired </td><td style="background-color:#ffffff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">22,276 </td><td style="background-color:#ffffff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr style="height:9pt"><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:3pt double #000;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:bottom"><div>Accounts payable</div></td><td style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dbdbdb;padding:2px 0;text-align:right;vertical-align:bottom">1,791 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Other current liabilities </td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">584 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:bottom"> Deferred tax liabilities (1) </td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,078 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Other long-term liabilities </td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">782 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:bottom"> Total liabilities assumed </td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">4,235 </td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table>————————</div><div style="margin-bottom:6pt;padding-left:18pt;text-indent:-18pt">(1) Primarily resulting from the difference in book and tax basis related to identifiable intangible assets.</div><div style="margin-bottom:6pt">The preliminary fair value of identifiable intangible assets was determined by using certain estimates and assumptions that are not observable in the market. The Company used the multi-period excess earnings method to value the customer relationships intangible assets. The significant assumptions used to estimate the fair value of customer relationships included forecasted revenues, customer attrition rates, and the discount rate. Determining the useful life of an intangible asset also requires judgment, as different types of intangible assets will have different useful lives. The preliminary fair value and estimated useful lives of identifiable intangible assets are as follows:</div><div style="margin-bottom:6pt;margin-top:6pt"><table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:58.402%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:18.783%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.530%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:18.785%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions</td><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom"><div style="text-align:center">Weighted Average Useful Life (Years)</div></td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom"><div style="text-align:center">Preliminary Fair Value</div></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:bottom"><div>Customer relationships</div></td><td colspan="3" style="background-color:#dbdbdb;border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">20</td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td style="background-color:#dbdbdb;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#dbdbdb;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">5,370 </td><td style="background-color:#dbdbdb;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Trade names </td><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:center;vertical-align:bottom">5</td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">380 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:bottom"> Total identifiable intangible assets </td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">5,750 </td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> The goodwill arising from the acquisition is calculated as the excess of the purchase price over the net assets acquired and is attributable to (i) growth acceleration in the residential professional customer market, (ii) expansion in high growth verticals including roofing, (iii) additional addressable market opportunities, (iv) enhanced delivery network capabilities, and (v) growth in sales force. We expect approximately $1.0 billion of goodwill related to the acquisition to be deductible for U.S. federal and state income tax purposes. As the valuation is preliminary, we have not yet finalized the assignment of goodwill to our reporting units, and no goodwill currently resides in our Primary segment. We have completed preliminary valuation analyses necessary to assess the fair values of the assets acquired and liabilities assumed and the amount of goodwill to be recognized as of the acquisition date. These fair values were based on management's estimates and assumptions; however, the amounts indicated above are preliminary in nature and are subject to adjustment as additional information is obtained about the facts and circumstances that existed as of the acquisition date. Accordingly, there may be adjustments to the assigned values of acquired assets and liabilities. The primary areas that remain preliminary include, but are not limited to, intangible assets including the preliminary assumptions used in their estimates of fair values and their respective estimated useful lives, the valuation of certain tangible assets, income taxes, and residual goodwill. The final determination of the fair values, purchase consideration, related income tax impacts and residual goodwill will be completed as soon as practicable, and within the measurement period of up to one year from the acquisition date as permitted under GAAP. Any adjustments to provisional amounts that are identified during the measurement period will be recorded in the reporting period in which the adjustment is determined. Results of Operations. Net sales attributable to SRS since the completion of the acquisition and included within our results of operations for both the three and six months ended July 28, 2024 totaled $1.3 billion. Net earnings attributable to SRS since the completion of the acquisition and included within our results of operations for both the three and six months ended July 28, 2024 were immaterial.</div><div style="margin-bottom:6pt">Pro forma results of operations would not be materially different as a result of the acquisition and therefore are not presented.</div>The following table summarizes total preliminary purchase consideration: <div style="margin-top:6pt"><table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:79.016%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:18.784%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions </td><td colspan="3" style="padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:bottom"><div>Total cash consideration</div></td><td style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dbdbdb;padding:2px 0;text-align:right;vertical-align:bottom">17,720 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Fair value of common stock issued (1) </td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">321 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:bottom"> Total preliminary purchase consideration </td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-

align:left;vertical-align:bottom">$</td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">18,041 </td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table></div><div>————————</div><div style="padding-left:18pt;text-indent:-18pt">(1) In connection with the acquisition, certain members of SRS's management team concurrently reinvested a portion of their respective after-tax merger consideration proceeds into shares of the Company's common stock. A portion of such shares of Company common stock are fully vested, and accordingly, the fair value of such shares was recorded as non-cash purchase consideration. A portion of such shares of Company common stock, which replaced legacy SRS stock-based awards, are subject to service-based vesting conditions over a three-year period and become forfeitable if such vesting conditions are not satisfied. Accordingly, a portion of the fair value of these shares was recorded as non-cash purchase consideration, and the remainder will be recorded as post-combination expense over the vesting period. The fair value of these shares, including the amount which will be recorded as post-combination compensation cost, is not material.</div>1772000000032100000018041000000The following table summarizes the recorded fair values of the assets acquired and liabilities assumed:<div style="margin-bottom:1pt;margin-top:6pt"><table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:79.016%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:18.784%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">in millions</td><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom"><div style="text-align:center">Preliminary Fair Value</div></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:bottom"><div>Cash and cash equivalents</div></td><td style="background-color:#dbdbdb;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#dbdbdb;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">161 </td><td style="background-color:#dbdbdb;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Receivables </td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,832 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:bottom"> Merchandise inventories </td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,988 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Property and equipment </td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">834 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:bottom"> Goodwill </td><td colspan="2" style="background-color:#dbdbdb;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">10,967 </td><td style="background-color:#dbdbdb;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" 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Value</div></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:bottom"><div>Customer relationships</div></td><td colspan="3" style="background-color:#dbdbdb;border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">20</td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td style="background-color:#dbdbdb;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Arial';sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#dbdbdb;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">5,370 </td><td style="background-color:#dbdbdb;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> Trade names </td><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:center;vertical-align:bottom">5</td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">380 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#dbdbdb;padding:2px 1pt;text-align:left;vertical-align:bottom"> Total identifiable intangible assets </td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td colspan="3" style="background-color:#dbdbdb;padding:0 1pt"></td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">5,750 </td><td style="background-color:#dbdbdb;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> P20Y537000000P5Y380000000575000000010000000001300000000130000000falsefalsefalsefalse