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2023-01-012023-06-300000104894us-gaap:CorporateAndOtherMember 2023-01-012023-06-300000104894elme:EquityDistributionAgreementMember 2024-02-200000104894elme:AtTheMarketOfferingProgramMember 2024-06-30UNITED STATES SECURITIES AND EXCHANGE COMMISSIONWashington, D.C. 20549 _____FORM 10-Q Â _____â˜QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934For quarterly period ended June 30, 2024 ORâ˜TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.COMMISSION FILE NO. 1-6622 ELME COMMUNITIES(Exact name of registrant as specified in its charter)Maryland53-0261100(State of incorporation)(IRS Employer Identification Number)7550 WISCONSIN AVE, SUITE 900, BETHESDA, MD 20814 (Address of principal executive office) (Zip code)Registrantâ€™s telephone number, including area code: (202)Â 774-3200 _____Securities registered pursuant to SectionÂ 12(b) of the Act:Title of each classTrading Symbol(s)Name of each exchange on which registeredShares of Beneficial InterestELMENYSEÂ _____Indicate by check mark whether the registrant: (1)Â has filed all reports required to be filed by SectionÂ 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or such shorter period that the registrant was required to file such reports) and (2)Â has been subject to such filing requirements for the past 90Â days.Â Â Â Â YesÂ Â â˜Â Â Â Â NoÂ Â Â â˜Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (Â§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).Â Â Â Â YesÂ Â â˜Â Â Â Â NoÂ Â â˜Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company.Â See definitions of â€œlarge accelerated filer,â€ â€œaccelerated filer,â€ â€œsmaller reporting company,â€ and â€œemerging growth companyâ€ in Rule 12b-2 of the Exchange Act. Large Accelerated Filerâ˜Acceleratedâ Filerâ˜Non-accelerated Filerâ˜Smallerâ Reportingâ Companyâ˜Emerging Growth Companyâ˜If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.Â Â Â â˜Â Â Â Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).Â Â Â Â YesÂ Â â˜Â Â Â Â NoÂ Â â˜Â As of JulyÂ 29, 2024, 88,010,570 common shares were outstanding.ELME COMMUNITIESINDEXÂ Â Â PagePart I: Financial InformationItemÂ 1.Consolidated Financial Statements (Unaudited)Consolidated Balance Sheets5Condensed Consolidated Statements of Operations6Condensed Consolidated Statements of Comprehensive Income (Loss)7Consolidated Statements of Equity8Consolidated Statements of Cash Flows10Notes to Consolidated Financial Statements11ItemÂ 2.Managementâ€™s Discussion and Analysis of Financial Condition and Results of Operations21ItemÂ 3.Quantitative and Qualitative Disclosures about Market Risk35ItemÂ 4.Controls and Procedures36Part II: Other InformationItemÂ 1.Legal Proceedings37ItemÂ 1A.Risk Factors37ItemÂ 2.Unregistered Sales of Equity Securities and Use of Proceeds37ItemÂ 3.Defaults upon Senior Securities37ItemÂ 4.Mine Safety Disclosures37ItemÂ 5.Other Information37ItemÂ 6.Exhibits38Signatures393PART IFINANCIAL INFORMATIONITEMÂ 1: FINANCIAL STATEMENTSThe information furnished in the accompanying unaudited Consolidated Balance Sheets, Condensed Consolidated Statements of Operations, Condensed Consolidated Statements of Comprehensive Income (Loss), Consolidated Statements of Equity and Consolidated Statements of Cash Flows reflects all adjustments, consisting of normal recurring items, which are, in the opinion of management, necessary for a fair presentation of the financial position, results of operations and cash flows for the interim periods. The accompanying financial statements and notes thereto should be read in conjunction with the financial statements and notes for the three years ended December 31, 2023 included in our 2023 Annual Report on Form 10-K filed on FebruaryÂ 16, 2024.4ELME COMMUNITIES AND SUBSIDIARIESCONSOLIDATED BALANCE SHEETS(IN THOUSANDS, EXCEPT PER SHARE DATA)Â June 30, 2024December 31, 2023(Unaudited)AssetsLand$383,808Â $384,097Â Income producing property1,976,127Â 1,960,020Â 2,359,935Â 2,344,117Â Accumulated depreciation and amortization(573,054)(528,024)Net

income producing property1,786,881Â 1,816,093Â Properties under development or held for future development30,980Â 30,980Â Total real estate held for investment, net1,817,861Â 1,847,073Â Cash and cash equivalents5,629Â 5,984Â Restricted cash2,263Â 2,554Â Rents and other receivables12,575Â 17,642Â Prepaid expenses and other assets23,147Â 26,775Â Total assets$1,861,475Â $1,900,028Â LiabilitiesNotes payable, net$522,734Â $522,345Â Line of credit156,000Â 157,000Â Accounts payable and other liabilities37,283Â 38,997Â Dividend payable15,905Â 15,863Â Advance rents5,074Â 5,248Â Tenant security deposits6,334Â 6,225Â Total liabilities743,330Â 745,678Â EquityShareholdersâ€™ equityPreferred shares; $0.01 par value; 10,000 shares authorized; no shares issued or outstandingâ€”Â â€”Â Shares of beneficial interest, $0.01 par value; 150,000 shares authorized; 88,011Â and 87,867 shares issued and outstanding,Â as of June 30, 2024 and December 31, 2023, respectively880Â 879Â Additional paid in capital1,737,941Â 1,735,530Â Distributions in excess of net income(608,310)(569,391)Accumulated other comprehensive loss(12,651)(12,958)Total shareholdersâ€™ equity1,117,860Â 1,154,060Â Noncontrolling interests in subsidiaries285Â 290Â Total equity1,118,145Â 1,154,350Â Total liabilities and equity$1,861,475Â $1,900,028Â See accompanying notes to the consolidated financial statements.5ELME COMMUNITIES AND SUBSIDIARIESCONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS(IN THOUSANDS, EXCEPT PER SHARE DATA) (UNAUDITED)Â Â Three Months Ended June 30,Six Months Ended June 30,Â 20242023202420232024RevenueReal estate rental revenue$60,103Â $56,599Â $119,616Â $112,408Â ExpensesProperty operating and maintenance13,996Â 13,325Â 27,460Â 25,664Â Real estate taxes and insurance7,986Â 6,933Â 16,241Â 14,115Â Property management2,175Â 2,178Â 4,393Â 3,947Â General and administrative6,138Â 6,680Â 12,334Â 13,521Â Transformation costsâ€”Â 2,454Â â€”Â 5,354Â Depreciation and amortization23,895Â 21,415Â 48,838Â 42,951Â 54,190Â 52,985Â 109,266Â 105,552Â Real estate operating income5,913Â 3,614Â 10,350Â 6,856Â Other income (expense)Interest expense(9,384)(6,794)(18,878)(13,625)Loss on extinguishment of debtâ€”Â â€”Â â€”Â (54)Other incomeâ€”Â 569Â 1,410Â 569Â (9,384)(6,225)(17,468)(13,110)Net loss$(3,471)$(2,611)$(7,118)$(6,254)Basic net loss per common share$(0.04)$(0.03)$(0.08)$(0.07)Diluted net loss per common share$(0.04)$(0.03)$(0.08)$(0.07)Weighted average shares outstanding â€“ basic87,910Â 87,741Â 87,898Â 87,695Â Weighted average shares outstanding â€“ diluted87,910Â 87,741Â 87,898Â 87,695Â See accompanying notes to the consolidated financial statements.6ELME COMMUNITIES AND SUBSIDIARIESCONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)(IN THOUSANDS) (UNAUDITED)Â Â Three Months Ended June 30,Six Months Ended June 30,Â 20242023202420232024Net loss$(3,471)$(2,611)$(7,118)$(6,254)Other comprehensive income:Unrealized (loss) gain on interest rate hedges(796)854Â (713)521Â Reclassification of unrealized loss on interest rate derivatives to earnings 510Â 509Â 1,020Â 1,019Â Comprehensive loss$(3,757)$(1,248)$(6,811)$(4,714)See accompanying notes to the consolidated financial statements.7ELME COMMUNITIES AND SUBSIDIARIESCONSOLIDATED STATEMENTS OF EQUITY(IN THOUSANDS)(UNAUDITED)Â Shares Issued and Out-standingSharesÂ of Beneficial InterestÂ at ParÂ ValueAdditional PaidÂ in CapitalDistributionsÂ in ExcessÂ ofNetÂ IncomeAccumulated Other Comprehensive LossTotal Shareholdersâ€™ EquityNoncontrolling InterestsÂ in SubsidiariesTotal EquityBalance, December 31, 202387,867Â $879Â $1,735,530Â $(569,391)$(12,958)$1,154,060Â $290Â $1,154,350Â Net lossâ€”Â â€”Â â€”Â (7,118)â€”Â (7,118)â€”Â (7,118)Unrealized loss on interest rate hedgesâ€”Â â€”Â â€”Â (713)(713)â€”Â (713)Amortization of swap settlementsâ€”Â â€”Â â€”Â 1,020Â 1,020Â â€”Â 1,020Â Distributions to noncontrolling interestsâ€”Â â€”Â â€”Â â€”Â â€”Â â€”Â (5)(5)Dividends ($0.36 per common share)â€”Â â€”Â â€”Â (31,801)â€”Â (31,801)â€”Â (31,801)Share grants, net of forfeitures and tax withholdings144Â 1Â 2,411Â â€”Â â€”Â 2,412Â â€”Â 2,412Â Balance, June 30, 202488,011Â $880Â $1,737,941Â $(608,310)$(12,651)$1,117,860Â $285Â $1,118,145Â Shares Issued and Out-standingSharesÂ of Beneficial InterestÂ at ParÂ ValueAdditional PaidÂ in CapitalDistributionsÂ in ExcessÂ ofNetÂ IncomeAccumulated Other Comprehensive LossTotal Shareholdersâ€™ EquityNoncontrolling InterestsÂ in SubsidiariesTotal EquityBalance, December 31, 202287,534Â $875Â $1,729,854Â $(453,008)$(14,233)$1,263,488Â $298Â $1,263,786Â Net lossâ€”Â â€”Â â€”Â (6,254)â€”Â (6,254)â€”Â (6,254)Unrealized gain on interest rate hedgesâ€”Â â€”Â â€”Â â€”Â 521Â 521Â â€”Â 521Â Amortization of swap settlementsâ€”Â â€”Â â€”Â â€”Â 1,019Â 1,019Â â€”Â 1,019Â Distributions to noncontrolling interestsâ€”Â â€”Â â€”Â â€”Â â€”Â â€”Â (4)(4)Dividends ($0.36 per common share)â€”Â â€”Â â€”Â (31,677)â€”Â (31,677)â€”Â (31,677)Shares issued under Dividend Reinvestment Program28Â â€”Â 497Â â€”Â â€”Â 497Â â€”Â 497Â Share grants, net of forfeitures and tax withholdings247Â 3Â 3,037Â â€”Â â€”Â 3,040Â â€”Â 3,040Â Balance, June 30, 202387,809Â $878Â $1,733,388Â $(490,939)$(12,693)$1,230,634Â $294Â $1,230,928Â See accompanying notes to the consolidated financial statements.8ELME COMMUNITIES AND SUBSIDIARIESCONSOLIDATED STATEMENTS OF EQUITY(IN THOUSANDS)(UNAUDITED)Shares Issued and Out-standingSharesÂ of Beneficial InterestÂ at ParÂ ValueAdditional PaidÂ in CapitalDistributionsÂ in ExcessÂ ofNetÂ IncomeAccumulated Other Comprehensive LossTotal Shareholdersâ€™ EquityNoncontrolling InterestsÂ in SubsidiariesTotal EquityBalance, March 31, 202488,003Â $880Â $1,736,524Â $(588,923)$(12,365)$1,136,116Â $288Â $1,136,404Â Net lossâ€”Â â€”Â â€”Â (3,471)â€”Â (3,471)â€”Â (3,471)Unrealized loss on interest rate hedgesâ€”Â â€”Â â€”Â â€”Â (796)(796)â€”Â (796)Amortization of swap settlementsâ€”Â â€”Â â€”Â â€”Â 510Â 510Â â€”Â 510Â Distributions to noncontrolling interestsâ€”Â â€”Â â€”Â â€”Â â€”Â â€”Â (3)(3)Dividends ($0.18 per common share)â€”Â â€”Â â€”Â (15,916)â€”Â (15,916)â€”Â (15,916)Share grants, net of share grant amortization and forfeitures8Â â€”Â 1,417Â â€”Â â€”Â 1,417Â â€”Â 1,417Â Balance, June 30, 202488,011Â $880Â $1,737,941Â $(608,310)$(12,651)$1,117,860Â $285Â $1,118,145Â Shares Issued and Out-standingSharesÂ of Beneficial InterestÂ at ParÂ ValueAdditional PaidÂ in CapitalDistributionsÂ in ExcessÂ ofNetÂ IncomeAccumulated Other Comprehensive LossTotal Shareholdersâ€™ EquityNoncontrolling InterestsÂ in SubsidiariesTotal EquityBalance, March 31, 202387,709Â $877Â $1,731,701Â $(472,503)$(14,056)$1,246,019Â $296Â $1,246,315Â Net lossâ€”Â â€”Â â€”Â (2,611)â€”Â (2,611)â€”Â (2,611)Unrealized gain on interest rate hedgesâ€”Â â€”Â â€”Â â€”Â 854Â 854Â â€”Â 854Â Amortization of swap settlementsâ€”Â â€”Â â€”Â â€”Â 509Â 509Â â€”Â 509Â Distributions to noncontrolling interestsâ€”Â â€”Â â€”Â â€”Â â€”Â â€”Â (2)(2)Dividends ($0.18 per common share)â€”Â â€”Â â€”Â (15,825)â€”Â (15,825)â€”Â (15,825)Shares issued under Dividend Reinvestment Program14Â â€”Â 249Â â€”Â â€”Â 249Â â€”Â 249Â Share grants, net of forfeitures and tax withholdings86Â 1Â 1,438Â â€”Â â€”Â 1,439Â â€”Â 1,439Â Balance, June 30, 202387,809Â $878Â $1,733,388Â $(490,939)$(12,693)$1,230,634Â $294Â $1,230,928Â See accompanying notes to the consolidated financial statements.9ELME COMMUNITIES AND SUBSIDIARIESCONSOLIDATED STATEMENTS OF CASH FLOWS(IN THOUSANDS)(UNAUDITED)Six Months Ended June 30,20242023Cash flows from operating activitiesNet loss$(7,118)$(6,254)Adjustments to reconcile net loss to net cash provided by operating activities:Depreciation and amortization48,838Â 42,951Â Credit losses on lease related receivables2,548Â 1,512Â Share-based compensation expense2,135Â 2,599Â Net amortization of debt premiums, discounts and related financing costs2,117Â 2,101Â Loss on extinguishment of debtâ€”Â 54Â Gain on land easements(1,410)â€”Â Changes in operating other assets(666)119Â Changes in operating other liabilities3,629Â 3,168Â Net cash provided by operating activities50,073Â 46,250Â Cash flows from investing activitiesCapital improvements to real estate(21,487)(9,890)Non-real estate capital improvements(59)(293)Payments received for land easements3,862Â â€”Â Net cash used in investing activities(17,684)(10,183)Cash flows from financing activitiesLine of credit repayments, net(1,000)(31,000)Dividends paid(31,843)(30,777)Repayments of unsecured term loan debtâ€”Â (100,000)Proceeds from term loanâ€”Â 125,000Â Payment of financing costsâ€”Â (844)Distributions to noncontrolling interests(5)(4)Proceeds from dividend reinvestment programâ€”Â 497Â Payment of tax withholdings for restricted share awards(187)(1,350)Net cash used in financing activities(33,035)(38,478)Net decrease in cash, cash equivalents and restricted cash(646)(2,411)Cash, cash equivalents and restricted cash at beginning of period8,538Â 9,852Â Cash, cash equivalents and restricted cash at end of period$7,892Â $7,441Â Supplemental disclosure of cash flow information:Cash paid for interest, net of amounts capitalized$16,140Â $10,495Â Change in accrued capital improvements and development costs(5,339)3,395Â Dividend payable15,905Â 15,834Â Reconciliation of cash, cash equivalents and restricted cash:Cash and cash equivalents$5,629Â $5,554Â Restricted cash2,263Â 1,887Â Cash, cash equivalents and restricted cash$7,892Â $7,441Â See accompanying notes to the consolidated financial statements.10ELME COMMUNITIES AND SUBSIDIARIESNOTES TO CONSOLIDATED FINANCIAL STATEMENTSJune 30, 2024 (UNAUDITED)NOTE 1: NATURE OF BUSINESS Elme Communities, a Maryland real estate investment trust, is a self-administered equity real estate investment trust (â€œREITâ€), and successor to a trust organized in 1960. Our business primarily consists of the ownership of apartment communities in the greater Washington, DC metro and Sunbelt regions. Within these notes to the financial statements, we refer to the three months ended June 30, 2024 and June 30, 2023 as the â€œ2024 Quarterâ€ and the â€œ2023 Quarter,â€ respectively, and the six months ended June 30, 2024 and June 30, 2023 as the â€œ2024 Periodâ€ and the â€œ2023 Period,â€ respectively.Federal Income TaxesWe believe that we qualify as a REIT under Sections 856-860 of the Internal Revenue Code of 1986, as amended (the â€œCodeâ€), and intend to continue to qualify as such. To maintain our status as a REIT, we are, among other things, required to distribute 90% of our REIT taxable income (determined before the deduction for dividends paid and excluding net capital gains to our shareholders) on an annual basis. When selling a property, we generally have the option of (a)Â reinvesting the sales proceeds of property sold in a way that allows us to defer recognition of some or all taxable gain realized on the sale, (b)Â distributing gains to the shareholders with no tax to us or (c)Â treating net long-term capital gains as having been distributed to our shareholders, paying the tax on the gain deemed distributed and allocating the tax paid as a credit to our shareholders.Generally, and subject to our ongoing qualification as a REIT, no provisions for income taxes are necessary except for taxes on undistributed taxable income and taxes on the income generated by our taxable REIT subsidiary (â€œTRSâ€). Our TRS is subject to corporate federal and state income tax on its taxable income at regular statutory rates. As of both June 30, 2024 and December 31, 2023, our TRS had a deferred tax asset of $1.4 million that was fully reserved. NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND BASIS OF PRESENTATIONSSignificant Accounting PoliciesWe have prepared our consolidated financial statements using the accounting policies described in our Annual Report on Form 10-K for the year ended December 31, 2023.Recent Accounting PronouncementsIn March 2020, the Financial Accounting Standards Board (â€œFASBâ€) issued Accounting Standards Update (â€œASUâ€) 2020-04, Reference Rate Reform (â€œTopic 848â€), which was amended in December 2022 by ASU 2022-06, Reference Rate Reform (Topic 848). Topic 848 contains practical expedients for reference rate reform related activities that impact debt, leases, derivatives and other contracts. The guidance in Topic 848 is optional and may be elected through December 31, 2024 as reference rate reform activities occur. During the first quarter of 2023, we executed an amendment to the $700.0Â million unsecured revolving credit facility (â€œRevolving Credit Facilityâ€) to convert the benchmark interest rate from LIBOR to an adjusted SOFR ("Secured Overnight Financing Rate"). We elected to apply the optional expedients in Topic 848 to (i) assert that the hedged interest payments remain probable regardless of any expected modification in terms related to reference rate reform, and (ii) continue the method of assessing effectiveness as documented in the original hedge documentation so that the reference rate on the hypothetical derivative matches the reference rate on the hedging instrument. Application of these expedients preserves the presentation of derivatives consistent with past presentation. The impact of this guidance did not have a material impact on our consolidated financial statements.In November 2023, the FASB issued an amendment to the segment reporting standards which requires disclosure for each reportable segment, on an interim and annual basis, of the significant expense categories and amounts that are regularly provided to the chief operating decision maker and included in each reported measure of a segmentâ€™s profit or loss. Additionally, it requires a disclosure of the title and position of the individual or the name of the group or committee identified as the chief operating decision maker. The new standard will be effective for annual periods beginning on January 1, 2024 and interim periods beginning on January 1, 2025 on a retrospective basis. We are currently evaluating the impact of adopting the standard on our consolidated financial statements.11In March 2024, the Securities and Exchange Commission (â€œSECâ€) issued its final rule that requires registrants to provide climate disclosures in their annual reports and registration statements, beginning with annual reports for the year ending December 31, 2025. On April 4, 2024, the SEC voluntarily stayed the final rule pending the completion of judicial review of cases pending in the Eighth Circuit. We are continuing to evaluate the disclosure impact of the final rule.Principles of Consolidation and Basis of PresentationThe accompanying unaudited consolidated financial statements include the consolidated accounts of Elme Communities and our subsidiaries and entities in which Elme Communities has a controlling financial interest. All intercompany balances and transactions have been eliminated in consolidation.We have prepared the accompanying unaudited financial statements pursuant to the rules and regulations of the SEC. Certain information and note disclosures normally included in annual financial statements prepared in accordance with Generally Accepted Accounting Principles (â€œGAAPâ€) have been condensed or omitted pursuant to those rules and regulations, although we believe that the disclosures made are adequate to make the information presented not misleading. In addition, in the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation of the results for the periods presented have been included. These unaudited financial statements should be read in conjunction with the financial statements and notes included in our Annual Report on Form 10-K for the year ended December 31, 2023.Lessee AccountingFor leases where we are the lessee, primarily our corporate office operating lease, we recognize a right-of-use asset and a lease liability in accordance with Accounting Standards Codification (â€œASCâ€) Topic 842. The right-of-use asset and associated liability is equal to the present value of the minimum lease payments, applying our incremental borrowing rate. Our borrowing rate is computed based on observable borrowing rates taking into consideration our credit quality and adjusting to a secured borrowing rate for similar assets and term. Lease expense for the operating lease is recognized on a straight-line basis over the expected lease term and is included in â€œGeneral and administrative expenses.â€Restricted Cash Restricted cash includes funds held in escrow for tenant security deposits.Transformation CostsTransformation costs include costs related to the strategic shift away from the commercial sector to the residential sector, including the allocation of internal costs, consulting, advisory and termination benefits.Use of Estimates in the Financial StatementsThe preparation of financial statements in conformity with GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.NOTE 3: REAL ESTATE Development/RedevelopmentWe have properties under development/redevelopment and held for current or future development. As of June 30, 2024, we have invested $30.4 million, including the cost of acquired land, in a residential development adjacent to Riverside Apartments. During the second quarter of 2022, we paused development activities at the aforementioned property and ceased associated capitalization of interest on spending and real estate taxes.Properties Sold and Held for SaleWe intend to hold our properties for investment with a view to long-term appreciation, to engage in the business of acquiring, developing and owning our properties and to make occasional sales of properties that no longer meet our long-term strategy or 12return objectives and where market conditions for sale are favorable. The proceeds from the sales may be reinvested into other properties, used to fund development operations or to support other corporate needs or distributed to our shareholders. Depreciation on these properties is discontinued at the time they are classified as held for sale, but operating revenues, operating expenses and interest expense continue to be recognized until the date of sale.We did not sell or classify any properties as held for sale during the 2024 Period or in 2023. As of June 30, 2024, we assessed our properties, including assets held for development, for impairment and did not recognize any impairment charges during the 2024 Quarter. We applied reasonable estimates and judgments in evaluating each of the properties as of June 30, 2024. Should external or internal circumstances change requiring the need to shorten holding periods or adjust future estimated cash flows from our properties, we could be required to record impairment charges in the future.NOTE 4: UNSECURED LINE OF CREDIT PAYABLEDuring the third quarter of 2021, we entered into a second amended and restated credit agreement (the â€œ2021 Credit Agreementâ€) which provided for the Revolving Credit Facility with aggregate revolving loan commitments of $700Â million and the continuation of an existing $250.0 million unsecured term loan (â€œ2018 Term Loanâ€). Under the 2021 Credit Agreement, the Revolving Credit Facility had a four-year term ending in August 2025, with two six-month extension options. The 2021 Credit Agreement included an accordion feature that allowed us to increase the aggregate facility to $1.5 billion, subject to the lendersâ€™ agreement to provide additional revolving loan commitments or term loans.During the first quarter of 2023, we executed an amendment to the 2021 Credit Agreement to convert the benchmark interest rate from LIBOR to an adjusted SOFR, with no change in the applicable interest rate margins. Pursuant to this amendment, the Revolving Credit Facility accrued interest at a rate of adjusted SOFR plus 0.10% plus a margin ranging from 0.70% to 1.40%. In addition, the Revolving Credit Facility requires the payment of a facility fee ranging from 0.10% to 0.30% (in each case, depending on Elme Communitiesâ€™ credit rating) on the $700.0 million committed revolving loan capacity, without regard to usage. As of June 30, 2024, the interest rate on the Revolving Credit Facility was based on an adjusted daily SOFR (inclusive of the 0.10% credit spread adjustment) plus 0.85% applicable margin, the daily SOFR is 5.33% and the facility fee was 0.20%.As of June 30, 2024, all outstanding advances for the Revolving Credit Facility were due and payable upon maturity in August 2025, unless extended pursuant to one or both of the two six-month extension options. Interest only payments were due and payable generally on a monthly basis.The amount of the Revolving Credit Facilityâ€™s unsecured line of credit unused and available at June 30, 2024 was as follows (in thousands):Committed capacity$700,000Â Borrowings outstanding(156,000)Unused and available$544,000Â We executed

borrowings and repayments on the Revolving Credit Facility during the 2024 Period as follows (in thousands):Balance, December 31, 2023$157,000Â Borrowings70,000Â Repayments(71,000)Balance, June 30, 2024$156,000Â Subsequent to the 2024 Quarter, we entered into a third amended and restated credit agreement (the â€œAmended Credit Agreementâ€) which provides for aggregate revolving loan commitments of $500.0Â million (the â€œAmended and Restated Revolving Credit Facilityâ€) with an accordion feature that allows us to increase the aggregate revolving loan commitments or add term loans of up to $1.0Â billion, subject to the lendersâ€™ agreement to provide additional revolving commitments or term loans. The Amended and Restated Revolving Credit Facility has a four-year term ending in July 2028, with two six-month extension options. Borrowings under the Amended and Restated Revolving Credit Facility will bear interest, at Elme Communitiesâ€™ option, at a rate of either (a)(i) daily SOFR plus 0.10% (the â€œAdjusted Daily Simple SOFRâ€) or (ii) term SOFR plus 0.10%, plus, in each case, a margin ranging from 0.70% to 1.40% (depending on Elme Communitiesâ€™ credit rating) or (b) the base rate plus a margin ranging from 0.00% to 0.40% (based upon Elme Communitiesâ€™ credit rating). The base rate is the highest of the administrative agentâ€™s prime rate, the federal funds rate plus 0.50% and Adjusted Daily Simple SOFR plus 1.0%. In addition, the Amended Credit Agreement requires the payment of a facility fee equal to 0.10% to 0.30% (depending on Elme 13Communitiesâ€™ credit rating) on the $500.0Â million committed capacity in respect of the Amended and Restated Revolving Credit Facility, without regard to usage. The initial interest rate is based on Adjusted Daily Simple SOFR plus a margin of 0.85% and the initial facility fee equals 0.20%. All outstanding advances for the Amended and Restated Revolving Credit Facility are due and payable upon maturity in July 2028, unless extended pursuant to one or both of the two six-month extension options. Interest only payments are due and payable generally on a monthly basis.NOTE 5: NOTES PAYABLE During the first quarter of 2023, we entered into a $125.0Â million unsecured term loan (â€œ2023 Term Loanâ€) with an interest rate of adjusted SOFR (subject to a credit spread adjustment of 10 basis points) plus a margin of 95 basis points (subject to adjustment depending on Elme Communitiesâ€™ credit rating). The 2023 Term Loan has a two-year term ending in January 2025, with two one-year extension options. We used the proceeds to prepay the $100.0Â million 2018 Term Loan in full and a portion of our borrowings under our Revolving Credit Facility.Subsequent to the 2024 Quarter, we entered into a first amendment of the 2023 Term Loan (the â€œTerm Loan Amendmentâ€). The Term Loan Amendment implements various covenant and technical amendments to make the 2023 Term Loan consistent with corresponding provisions in the Amended Credit Agreement. The Term Loan Amendment does not change the maturity or any of the pricing terms of the term loan outstanding under the 2023 Term Loan.NOTE 6: DERIVATIVE INSTRUMENTSDuring the first quarter of 2023, we entered into two interest rate swap arrangements with an aggregate notional amount of $125.0Â million that effectively fixed the interest at 4.73% for the 2023 Term Loan beginning on July 21, 2023 through the 2023 Term Loanâ€™s maturity date of January 10, 2025.During the 2024 Quarter, we entered into two forward interest rate swap arrangements with an aggregate notional amount of $150.0Â million beginning on January 10, 2025 through January 10, 2026. These forward interest rate swap arrangements effectively fix a portion of our variable rate debt based on an adjusted daily SOFR at 4.72% (subject to applicable interest rate margins). The interest rate swap arrangements are recorded at fair value in accordance with GAAP, based on discounted cash flow methodologies and observable inputs. We record the effective portion of changes in fair value of the cash flow hedges in Other comprehensive income (loss). We assess the effectiveness of a cash flow hedge both at inception and on an ongoing basis. If a cash flow hedge is no longer expected to be effective, hedge accounting is discontinued. Hedge ineffectiveness of our cash flow hedges is recorded in earnings.The fair values of the interest rate swaps as of June 30, 2024 and December 31, 2023, were as follows (in thousands):Fair ValueDerivative Assets (Liabilities)Derivative InstrumentAggregate Notional AmountEffective DateMaturity DateJune 30, 2024December 31, 2023Interest rate swap$75,000Â July 21, 2023January 10, 2025$587Â $740Â Interest rate swap50,000Â July 21, 2023January 10, 2025392Â 494Â Interest rate swap100,000Â January 10, 2025January 10, 2026(305)â€”Â Interest rate swap50,000Â January 10, 2025January 10, 2026(153)â€”Â $521Â $1,234Â 14We record interest rate swaps on our consolidated balance sheets within Prepaid expenses and other assets when in a net asset position and within Accounts payable and other liabilities when in a net liability position. The net unrealized gains and losses on the effective swaps were recognized in Other comprehensive income (loss), as follows (in thousands):Three Months Ended June 30,Six Months Ended June 30,20242023202420232023Unrealized (loss) gain on interest rate hedges$(796)$854Â $(713)$521Â Amounts reported in Accumulated other comprehensive loss related to effective cash flow hedges will be reclassified to interest expense as interest payments are made on our variable-rate debt. During the next twelve months, we estimate that an additional $0.9Â million related to our outstanding interest rate swap arrangements will be reclassified as a net decrease to interest expense.The losses reclassified from Accumulated other comprehensive loss into interest expense for the three and six months ended June 30, 2024 and 2023, were as follows (in thousands):Three Months Ended June 30,Six Months Ended June 30,20242023202420232023Loss reclassified from accumulated other comprehensive loss into interest expense$510Â $509Â $1,020Â $1,019Â During the next twelve months, we estimate that an additional $2.0 million related to the previously settled interest rate swap arrangements will be reclassified as an increase to interest expense.We have agreements with each of our derivative counterparties that contain a provision whereby we could be declared in default on our derivative obligations ifÂ repayment of the underlyingÂ indebtedness is accelerated by the lender due to ourÂ default on the indebtedness. As of June 30, 2024, the fair value of derivative assets, including accrued interest, was $1.0 million and the fair value of derivative liabilities was $0.5Â million. As of June 30, 2024, we have not posted any collateral related to these agreements. Derivative instruments expose us to credit risk in the event of non-performance by the counterparty under the terms of the interest rate hedge agreements. We believe that we minimize our credit risk on these transactions by dealing with major, creditworthy financial institutions. We monitor the credit ratings of counterparties and our exposure to any single entity, thus minimizing our credit risk concentration.NOTE 7: FAIR VALUE DISCLOSURESAssets and Liabilities Measured at Fair Value on a Recurring BasisFor assets and liabilities measured at fair value on a recurring basis, quantitative disclosures about the fair value measurements are required to be disclosed separately for each major category of assets and liabilities, as follows:Level 1: Quoted prices in active markets for identical assetsLevel 2: Significant other observable inputsLevel 3: Significant unobservable inputsThe only assets or liabilities we had at June 30, 2024 and December 31, 2023 that are recorded at fair value on a recurring basis are the assets held in the Supplemental Executive Retirement Plan (â€œSERPâ€), which primarily consist of investments in mutual funds, and the interest rate derivatives (see note 6). We base the valuations related to the SERP on quoted prices in active markets and accordingly these valuations fall into Level 1 in the fair value hierarchy. The valuation of the interest rate derivatives is determined using widely accepted valuation techniques, including discounted cash flow analysis on the expected cash flows of each interest rate derivative. This analysis reflects the contractual terms of the interest rate derivatives, including the period to maturity, and uses observable market-based inputs, including interest rate curves and implied volatilities. The fair values of interest rate derivatives are determined using the market standard methodology of netting the discounted future fixed cash payments (or receipts) and the discounted expected variable cash receipts (or payments). The variable cash payments (or receipts) are based on an expectation of future interest rates (forward 15curves) derived from observable market interest rate curves. To comply with the provisions of ASC 820, Fair Value Measurement, we incorporate credit valuation adjustments in the fair value measurements to appropriately reflect both our own nonperformance risk and the respective counterpartyâ€™s nonperformance risk. These credit valuation adjustments were concluded to not be significant inputs for the fair value calculations for the periods presented. In adjusting the fair value of our derivative contracts for the effect of nonperformance risk, weÂ have considered the impact of netting and any applicable credit enhancements, such as the posting of collateral, thresholds, mutual puts and guarantees. The valuation of interest rate derivatives fall into Level 2 in the fair value hierarchy.The fair values of these assets as of June 30, 2024 and December 31, 2023 were as follows (in thousands):Â June 30, 2024December 31, 2023Â FairValueLevelÂ 1LevelÂ 2LevelÂ 3FairValueLevelÂ 1LevelÂ 2LevelÂ 3Assets:SERP$2,371Â $2,371Â $â€”Â $â€”Â $1,984Â $1,984Â $â€”Â $â€”Â Interest rate derivatives979Â â€”Â 979Â â€”Â 1,234Â â€”Â 1,234Â â€”Â Liabilities:Interest rate derivatives$(458)$â€”Â $(458)$â€”Â $â€”Â $â€”Â Assets and Liabilities Measured at Fair Value on a Nonrecurring BasisCertain assets not measured at fair value on an ongoing basis but subject to fair value adjustments only in certain circumstances, such as when there is evidence of impairment, are measured at fair value on a nonrecurring basis. In the 2024 Quarter, the Company did not have any assets or liabilities measured at fair value on a nonrecurring basis.Financial Assets and Liabilities Not Measured at Fair ValueThe following disclosures of estimated fair value were determined by management using available market information and established valuation methodologies, including discounted cash flow models. Many of these estimates involve significant judgment. The estimated fair value disclosed may not necessarily be indicative of the amounts we could realize on disposition of the financial instruments. The use of different market assumptions or estimation methodologies could have an effect on the estimated fair value amounts. In addition, fair value estimates are made at a point in time and thus, estimates of fair value subsequent to June 30, 2024 may differ significantly from the amounts presented. The valuations of cash and cash equivalents and restricted cash fall into Level 1 in the fair value hierarchy and the valuations of debt instruments fall into Level 3 in the fair value hierarchy.As of June 30, 2024 and December 31, 2023, the carrying values and estimated fair values of our financial instruments were as follows (in thousands):June 30, 2024December 31, 2023Carrying ValueFairÂ ValueCarrying ValueFairÂ ValueCash and cash equivalents$5,629Â $5,629Â $5,984Â $5,984Â Restricted cash2,263Â 2,263Â 2,554Â 2,554Â Line of credit156,000Â 156,000Â 157,000Â 157,000Â Notes payable, net522,734Â 467,660Â 522,345Â 466,668Â 16NOTE 8: SHARE-BASED COMPENSATIONElme Communities maintains short-term (â€œSTIPâ€) and long-term (â€œLTIPâ€) incentive plans that allow for stock-based awards to officers and non-officer employees. Stock based awards are provided to officers and non-officer employees, as well as trustees, under the Washington Real Estate Investment Trust 2016 Omnibus Incentive Plan (the â€œOmnibus Incentive Planâ€). An amendment and restatement of the Omnibus Incentive Plan was approved by our board of trustees in April 2024 and approved by our shareholders in May 2024 to, among other changes, increase the number of shares available to be issued by 2,900,000, from 2,400,000 shares to 5,300,000 shares (including shares issued pursuant to awards made under the Omnibus Incentive Plan prior to its amendment). The Omnibus Incentive Plan, as amended, allows for awards in the form of restricted shares, restricted share units, options and other awards up to an aggregate of 5,300,000 shares over the ten-year period in which the plan is in effect. Restricted share units are converted into shares of our stock upon full vesting through the issuance of new shares.Total Compensation ExpenseTotal compensation expense recognized in the consolidated financial statements for all outstanding share-based awards was $1.0 million and $1.4 million for the 2024 Quarter and 2023 Quarter, respectively, and $2.1 million and $2.6 million for the 2024 Period and 2023 Period, respectively.Restricted Share AwardsThe total fair values of restricted share awards vested was $0.9 million and $4.0 million for the 2024 Period and 2023 Period, respectively.The total unvested restricted share awards at June 30, 2024 was 436,834 shares, which had a weighted average grant date fair value of $16.96 per share. As of June 30, 2024, the total compensation cost related to unvested restricted share awards was $5.2 million, which we expect to recognize over a weighted average period of 24 months. NOTE 9: EARNINGS PER COMMON SHAREWe determine â€œBasic earnings per shareâ€ using the two-class method as our unvested restricted share awards and units have non-forfeitable rights to dividends, and are therefore considered participating securities. We compute basic earnings per share by dividing net income less the allocation of undistributed earnings to unvested restricted share awards and units by the weighted-average number of common shares outstanding for the period.We also determine â€œDiluted earnings per shareâ€ as the more dilutive of the two-class method or the treasury stock method with respect to the unvested restricted share awards. We further evaluate any other potentially dilutive securities at the end of the period and adjust the basic earnings per share calculation for the impact of those securities that are dilutive. Our dilutive earnings per share calculation includes the dilutive impact of operating partnership units under the if-converted method and our share based awards with performance conditions prior to the grant date and all market condition awards under the contingently issuable method. 17The computations of basic and diluted earnings per share for the three and six months ended June 30, 2024 and 2023 were as follows (in thousands, except per share data):Â Three Months Ended June 30,Six Months Ended June 30,Â 20242023202420232023Numerator:Net loss$(3,471)$(2,611)$(7,118)$(6,254)Allocation of earnings to unvested restricted share awards(79)(68)(158)(138)Adjusted net loss$(3,550)$(2,679)$(7,276)$(6,392)Denominator:Weighted average shares outstanding â€“ basic and diluted87,910Â 87,741Â 87,898Â 87,695Â Basic net loss per common share$(0.04)$(0.03)$(0.08)$(0.07)Diluted net loss per common share$(0.04)$(0.03)$(0.08)$(0.07)Dividends declared per common share$0.18Â $0.18Â $0.36Â $0.36Â NOTE 10: SEGMENT INFORMATIONWe operate in a single reportable segment which includes the ownership, development, redevelopment and acquisition of apartment communities. None of our operating properties meet the criteria to be considered separate operating segments on a stand-alone basis. Within the residential segment, we do not distinguish or group our consolidated operations based on size (only one community, Riverside Apartments, comprises more than 10% of consolidated revenues), type (all assets in the segment are residential) or geography (all but six communities are within the Washington, DC metro region). Further, our apartment communities have similar long-term economic characteristics and provide similar products and services to our residents. As a result, our operating properties are aggregated into a single reportable segment: residential.We have one remaining office property, Watergate 600, which does not meet the criteria for a reportable segment, and has been classified within â€œOtherâ€ on our segment disclosure tables.We evaluate performance based upon net operating income (â€œNOIâ€) of the combined properties in the segment. Our reportable operating segment consolidates similar properties. GAAP requires that segment disclosures present the measure(s) used by the chief operating decision maker for purposes of assessing each segmentâ€™s performance. NOI is a key measurement of our segment profit and loss and is defined as real estate rental revenue less real estate expenses.The following tables present revenues, NOI, capital expenditures and total assets for the three and six months ended June 30, 2024 and 2023 from our Residential segment as well as Other, and reconcile NOI to net loss as reported (in thousands):Â Three Months Ended June 30, 2024Â ResidentialOther (1)ConsolidatedReal estate rental revenue$55,492Â $4,611Â $60,103Â Real estate expenses20,622Â 1,360Â 21,982Â Net operating income$34,870Â $3,251Â $38,121Â Other income (expense):Property management expenses(2,175)General and administrative expenses(6,138)Depreciation and amortization(23,895)Interest expense(9,384)Net loss$(3,471)Capital expenditures$7,872Â $52Â $7,924Â Total assets$1,738,354Â $123,121Â $1,861,475Â 18Â Three Months Ended June 30, 2023Â ResidentialOther (1)ConsolidatedReal estate rental revenue$52,100Â $4,499Â $56,599Â Real estate expenses19,054Â 1,204Â 20,258Â Net operating income$33,046Â $3,295Â $36,341Â Other expense:Property management expenses(2,178)General and administrative expenses(6,680)Transformation costs(2,454)Depreciation and amortization(21,415)Interest expense(6,794)Other income569Â Net loss$(2,611)Capital expenditures$4,130Â $262Â $4,392Â Total assets$1,664,947Â $173,552Â $1,838,499Â (1) Other represents Watergate 600, an office property that does not meet the qualitative or quantitative criteria for a reportable segment.Six Months Ended June 30, 2024ResidentialOther (1)ConsolidatedReal estate rental revenue$110,363Â 9,253Â $119,616Â Real estate expenses40,980Â 2,721Â 43,701Â Net operating income$69,383Â $6,532Â $75,915Â Other income (expense):Property management expenses(4,393)General and administrative expenses(12,334)Depreciation and amortization(48,838)Interest expense(18,878)Other income1,410Â Net loss$(7,118)Capital expenditures $21,437Â $109Â $21,546Â 19Six Months Ended June 30, 2023ResidentialOther (1)ConsolidatedReal estate rental revenue103,091Â 9,317Â $112,408Â Real estate expenses37,198Â 2,581Â 39,779Â Net operating income$65,893Â $6,736Â $72,629Â Other income (expense):Property management expenses(3,947)General and administrative expenses(13,521)Transformation costs(5,354)Depreciation and amortization(42,951)Interest expense(13,625)Loss on extinguishment of debt(54)Other income569Â Net loss$(6,254)Capital expenditures$9,547Â $636Â $10,183Â _____(1) Â Â Â Â Other represents Watergate 600, an office property that does not meet the qualitative or quantitative criteria for a reportable segment.NOTE 11: SHAREHOLDERS' EQUITY On February 20, 2024, we entered into an equity distribution agreement (the â€œEquity Distribution Agreementâ€) with Wells Fargo Securities, LLC, BNY Mellon Capital Markets, LLC, Citigroup Global Markets Inc., Goldman Sachs & Co. LLC, KeyBanc Capital Markets Inc., TD Securities (USA) LLC and Truist Securities, Inc. as agents and forward sellers, as applicable, (collectively, the â€œAgentsâ€ or â€œForward Sellersâ€, as applicable), and Wells Fargo Bank, National Association, The Bank of New York Mellon, Citibank, N.A., Goldman Sachs & Co. LLC, KeyBanc Capital Markets Inc., The Toronto-Dominion Bank and Truist Bank as forward purchasers pursuant to which up to an aggregate gross sales price of $350,000,000 of Elme Communitiesâ€™ common shares of beneficial interest, $0.01 par value per share, may be offered and sold from time to time through the Agents, acting as the Companyâ€™s sales agents or, if applicable, the Forward Sellers, or directly to the Agents as principals for their own accounts. In connection with entry into the Equity Distribution Agreement, we terminated our prior at-the-market offering program. At the time of such termination, approximately $340.0Â million remained unsold under such prior program. We did not issue common shares under the Equity Distribution Agreement or any prior equity distribution agreements during the 2024 Period or 2023 Period.We have a dividend reinvestment program whereby shareholders may use their dividends and optional cash payments to purchase common shares. The shares sold under this program may either be common shares issued by us or common shares purchased in the open market. Net proceeds under this program are used for general corporate purposes.We did not issue common shares under the dividend reinvestment program during the 2024 Period. Our issuances and net proceeds on the dividend reinvestment program for the three and six months ended June 30, 2023 were as follows ($ in thousands, except per share

data):Three Months Ended June 30,Six Months Ended June 30,20232023Issuance of common shares14Â 28Â Weighted average price per share$17.62Â $17.64Â Net proceeds$249Â $497Â 20ITEMÂ 2: MANAGEMENTâ€™S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONSThe following discussion should be read in conjunction with our consolidated financial statements and the notes thereto appearing in ItemÂ 1 of this report and the more detailed information contained in our Annual Report on Form 10-K for the year ended December 31, 2023 filed with the Securities and Exchange Commission (â€œSECâ€) on FebruaryÂ 16, 2024.We refer to the three months ended June 30, 2024 and June 30, 2023 as the â€œ2024 Quarterâ€ and the â€œ2023 Quarter,â€ respectively and the six months ended June 30, 2024 and June 30, 2023 as the â€œ2024 Periodâ€ and â€œ2023 Period,â€ respectively.Forward-Looking StatementsThis Form 10-Q contains forward-looking statements within the meaning of federal securities laws. Forward-looking statements relate to expectations, beliefs, projections, future plans and strategies, anticipated events or trends and similar expressions concerning matters that are not historical facts. In some cases, you can identify forward looking statements by the use of forward-looking terminology such as â€œmay,â€ â€œwill,â€ â€œshould,â€ â€œexpects,â€ â€œintends,â€ â€œplans,â€ â€œanticipates,â€ â€œbelieves,â€ â€œestimates,â€ â€œpredicts,â€ or â€œpotentialâ€ or the negative of these words and phrases or similar words or phrases which are predictions of or indicate future events or trends and which do not relate solely to historical matters. Such statements involve known and unknown risks, uncertainties, and other factors which may cause the actual results, performance, or achievements of Elme Communities to be materially different from future results, performance or achievements expressed or implied by such forward-looking statements. Additional factors which may cause the actual results, performance, or achievements of Elme Communities to be materially different from future results, performance or achievements expressed or implied by such forward-looking statements include, but are not limited to: the risks associated with ownership of real estate in general and our real estate assets in particular; the economic health of the areas in which our properties are located, particularly with respect to the greater Washington, DC metro and Sunbelt regions; risks associated with our ability to execute on our strategies, including new strategies with respect to our operations and our portfolio, including the acquisition of apartment homes in the Sunbelt markets and our ability to realize any anticipated operational benefits from our internalization of community management functions; the risk of failure to enter into and/or complete acquisitions and dispositions; changes in the composition of our portfolio; reductions in or actual or threatened changes to the timing of federal government spending; the economic health of our residents; the impact from macroeconomic factors (including inflation, increases in interest rates, potential economic slowdowns or recessions and geopolitical conflicts); risks related to our ability to control our expenses if revenues decrease; compliance with applicable laws and corporate social responsibility goals, including those concerning the environment and access by persons with disabilities; risks related to not having adequate insurance to cover potential losses; changes in the market value of securities; terrorist attacks or actions and/or cyber-attacks; whether we will succeed in the day-to-day property management and leasing activities that we have previously outsourced; the availability and terms of financing and capital and the general volatility of securities markets; the risks related to our organizational structure and limitations of share ownership; failure to qualify and maintain our qualification as a REIT and the risks of changes in laws affecting REITs; and other risks and uncertainties detailed from time to time in our filings with the SEC, including our 2023 Form 10-K filed on FebruaryÂ 16, 2024. While forward-looking statements reflect our good faith beliefs, they are not guarantees of future performance. We undertake no obligation to update our forward-looking statements or risk factors to reflect new information, future events, or otherwise.GeneralIntroductory MattersWe provide our Managementâ€™s Discussion and Analysis of Financial Condition and Results of Operations (â€œMD&Aâ€) in addition to the accompanying consolidated financial statements and notes to assist readers in understanding our results of operations and financial condition. We organize the MD&A as follows:â€¢Overview. Discussion of our business outlook, operating results, investment and financing activity and capital requirements to provide context for the remainder of MD&A.â€¢Results of Operations. Discussion of our financial results comparing the 2024 Quarter to the 2023 Quarter and the 2024 Period to the 2023 Period.â€¢Liquidity and Capital Resources. Discussion of our financial condition and analysis of changes in our capital structure and cash flows.â€¢Funds From Operations. Calculation of NAREIT Funds From Operations (â€œNAREIT FFOâ€), a non-GAAP supplemental measure to net income.â€¢Critical Accounting Estimates. Descriptions of accounting policies that reflect significant judgments and estimates used in the preparation of our consolidated financial statements.21When evaluating our financial condition and operating performance, we focus on the following financial and non-financial indicators:â€¢Net operating income (â€œNOIâ€), calculated as set forth below under the caption â€œResults of Operations - Net Operating Income.â€ NOI is a non-GAAP supplemental measure to net income.â€¢Funds From Operations (â€œNAREIT FFOâ€), calculated as set forth below under the caption â€œFunds from Operations.â€ NAREIT FFO is a non-GAAP supplemental measure to net income.â€¢Average occupancy, calculated as average daily occupied apartment homes as a percentage of total apartment homes.For purposes of evaluating comparative operating performance, we categorize our properties as â€œsame-storeâ€ or â€œnon-same-store.â€ Same-store portfolio properties include properties that were owned for the entirety of the years being compared, and exclude properties under redevelopment or development and properties acquired, sold or classified as held for sale during the years being compared. We define development properties as those for which we have planned or ongoing major construction activities on existing or acquired land pursuant to an authorized development plan. Development properties are categorized as same-store when they have reached stabilized occupancy (90%) before the start of the prior year. We define redevelopment properties as those for which we have planned or ongoing significant development and construction activities on existing or acquired buildings pursuant to an authorized plan, which has an impact on current operating results, occupancy and the ability to lease space with the intended result of a higher economic return on the property. We categorize a redevelopment property as same-store when redevelopment activities have been complete for the majority of each year being compared.OverviewOur revenues are derived primarily from the ownership and operation of income producing property. As of June 30, 2024, we owned approximately 9,400 residential apartment homes in the Washington, DC metro and Sunbelt regions. We also own and operate approximately 300,000 square feet of commercial space in the Washington, DC metro region.In June 2024, as part of our previously announced centralization initiatives, we launched our shared services department, known as Elme Resident Services, which focuses on providing elevated customer service to our residents and onsite teams by streamlining community operations across our multifamily portfolio and enhancing process efficiencies across resident account management, collections and renewals.Operating ResultsNet loss, NOI and NAREIT FFO for the three months ended June 30, 2024 and 2023 were as follows (in thousands):Â Three Months Ended June 30,20242023$Â Change%Â ChangeNet loss$(3,471)$(2,611)$(860)32.9Â %NOI (1)$38,121Â $36,341Â $1,780Â 4.9Â %NAREIT FFO (2)$20,424Â $18,804Â $1,620Â 8.6Â %_____(1) See page 25 of the MD&A for a reconciliation of NOI to net income.(2) See page 34 of the MD&A for a reconciliation of NAREIT FFO to net income.Â The increase in net loss is primarily due to higher interest expense ($2.6 million), higher depreciation and amortization expenses ($2.5 million), and lower other income ($0.6 million) in the 2024 Quarter. These were partially offset by lower transformation costs (as described in Note 2 to the consolidated financial statements) ($2.5 million), higher NOI ($1.8 million) and lower general and administrative expenses ($0.5 million).The increase in NOI is primarily due to the acquisition of Elme Druid Hills ($1.4 million) in the third quarter of 2023 and higher NOI from same-store properties ($0.4 million). The higher same-store NOI was primarily due to higher rental rates. Residential same-store average occupancy for our portfolio decreased to 94.6% as of June 30, 2024 from 95.4% as of June 30, 2023. The higher NAREIT FFO is primarily due to lower transformation costs ($2.5 million), higher NOI ($1.8 million) and lower general and administrative expenses ($0.5 million). These were partially offset by higher interest expense ($2.6 million) and lower other income ($0.6 million).22Investment ActivityThere were no significant investment transactions during the 2024 Period.Financing ActivityAs of June 30, 2024, the interest rate on the Revolving Credit Facility is based on an adjusted daily SOFR (inclusive of the 0.10% credit spread adjustment) plus 0.85% applicable margin, the daily SOFR is 5.33% and the facility fee is 0.20%. During the 2024 Quarter, we entered into two forward interest rate swap arrangements with an aggregate notional amount of $150.0Â million beginning on January 10, 2025 through January 10, 2026. These forward interest rate swap arrangements will effectively fix a portion of our variable rate debt based on an adjusted daily SOFR at 4.72% (subject to applicable interest rate margins).Subsequent to the 2024 Quarter, we entered into a third amended and restated credit agreement (the â€œAmended Credit Agreementâ€) which provides for aggregate revolving loan commitments of $500.0Â million (the â€œAmended and Restated Revolving Credit Facilityâ€) with an accordion feature that allows us to increase the aggregate revolving loan commitments or add term loans of up to $1.0Â billion, subject to the lendersâ€™ agreement to provide additional revolving commitments or term loans. The Amended and Restated Revolving Credit Facility has a four-year term ending in July 2028, with two six-month extension options. Borrowings under the Amended and Restated Revolving Credit Facility will bear interest, at Elme Communitiesâ€™ option, at a rate of either (a)(i) daily SOFR plus 0.10% (the â€œAdjusted Daily Simple SOFRâ€) or (ii) term SOFR plus 0.10%, plus, in each case, a margin ranging from 0.70% to 1.40% (depending on Elme Communitiesâ€™ credit rating) or (b) the base rate plus a margin ranging from 0.00% to 0.40% (based upon Elme Communitiesâ€™ credit rating). The base rate is the highest of the administrative agentâ€™s prime rate, the federal funds rate plus 0.50% and Adjusted Daily Simple SOFR plus 1.0%. In addition, the Amended Credit Agreement requires the payment of a facility fee equal to 0.10% to 0.30% (depending on Elme Communitiesâ€™ credit rating) on the $500Â million committed capacity in respect of the Amended and Restated Revolving Credit Facility, without regard to usage. The initial interest rate is based on Adjusted Daily Simple SOFR plus a margin of 0.85% and the initial facility fee equals 0.20%. As of JulyÂ 29, 2024, our Amended and Restated Revolving Credit Facility has a borrowing capacity of $323.0Â million.Capital RequirementsWe have no debt maturities scheduled until the first quarter of 2025. We expect to have additional capital requirements as set forth on page 27 (Liquidity and Capital Resources â€“ Capital Requirements).23Results of OperationsThe discussion that follows is based on our consolidated results of operations for the 2024 Quarter and 2023 Quarter and the 2024 Period and 2023 Period.Net Operating IncomeNOI, defined as real estate rental revenue less direct real estate operating expenses, is a non-GAAP measure. NOI is calculated as net income, less non-real estate revenue and the results of discontinued operations (including the gain or loss on sale, if any), plus interest expense, depreciation and amortization, lease origination expenses, general and administrative expenses, acquisition costs, real estate impairment, casualty gain and losses and gain or loss on extinguishment of debt. NOI does not include management expenses, which consist of corporate property management costs and property management fees paid to third parties. NOI is the primary performance measure we use to assess the results of our operations at the property level. We believe that NOI is a useful performance measure because, when compared across periods, it reflects the impact on operations of trends in occupancy rates, rental rates and operating costs on an unleveraged basis, providing perspective not immediately apparent from net income. NOI excludes certain components from net income in order to provide results more closely related to a propertyâ€™s results of operations. For example, interest expense is not necessarily linked to the operating performance of a real estate asset. In addition, depreciation and amortization, because of historical cost accounting and useful life estimates, may distort operating performance at the property level. As a result of the foregoing, we provide NOI as a supplement to net income, calculated in accordance with GAAP. NOI does not represent net income or income from continuing operations calculated in accordance with GAAP. As such, NOI should not be considered an alternative to these measures as an indication of our operating performance. A reconciliation of net loss to NOI follows.242024 Quarter Compared to 2023 QuarterThe following table reconciles net loss to NOI and provides the basis for our discussion of our consolidated results of operations and NOI in the 2024 Quarter compared to the 2023 Quarter. All amounts are in thousands, except percentage amounts.Three Months Ended June 30,20242023$Â Change%Â ChangeNet loss$(3,471)$(2,611)$(860)32.9Â %Adjustments:Property management expenses2,175Â 2,178Â (3)(0.1)%General and administrative expenses6,138Â 6,680Â (542)(8.1)%Transformation costsâ€”Â 2,454Â (2,454)(100.0)%Real estate depreciation and amortization23,895Â 21,415Â 2,480Â 11.6Â %Interest expense9,384Â 6,794Â 2,590Â 38.1Â %Other incomeâ€”Â (569)569Â (100.0)%Total net operating income (NOI)$38,121Â $36,341Â $1,780Â 4.9Â %Residential revenue:Same-store portfolio$53,021Â $52,100Â $921Â 1.8Â %Acquisition (1)2,471Â â€”Â 2,471Â 100.0Â %Total55,492Â 52,100Â 3,392Â 6.5Â %Residential expenses:Same-store portfolio19,505Â 19,000Â 505Â 2.7Â %Acquisition1,060Â â€”Â 1,060Â 100.0Â %Development57Â 54Â 3Â 5.6Â %Total20,622Â 19,054Â 1,568Â 8.2Â %Residential NOI:Same-store portfolio33,516Â 33,100Â 416Â 1.3Â %Acquisition1,411Â â€”Â 1,411Â 100.0Â %Development(57)(54)(3)5.6Â %Total34,870Â 33,046Â 1,824Â 5.5Â %Other NOI (2)3,251Â 3,295Â (44) (1.3)%Total NOI$38,121Â $36,341Â $1,780Â 4.9Â %Â _____Â (1)Acquisition:2023: Elme Druid Hills(2)Other: Watergate 600Residential RevenueReal estate rental revenue from our apartment communities is comprised of (a)Â rent from operating leases of multifamily residential apartments with terms of approximately one year or less, recognized on a straight-line basis, (b)Â revenue from the recovery of operating expenses from our residents, (c)Â credit losses on lease related receivables, (d)Â revenue from leases of retail space at our apartment communities and (e)Â parking and other tenant charges. Real estate rental revenue from same-store residential properties increased $0.9 million, or 1.8%, to $53.0 million for the 2024 Quarter, compared to $52.1 million for the 2023 Quarter, primarily due to higher rental income ($1.5 million), partially offset by higher vacancy loss ($0.4 million) and higher credit losses ($0.2 million).25Real estate rental revenue from acquisition increased $2.5 million due to the acquisition of Elme Druid Hills during the third quarter of 2023.Average occupancy for residential properties for the 2024 Quarter and 2023 Quarter was as follows:June 30, 2024June 30, 2023% ChangeSame-StoreNon-Same-StoreTotalSame-StoreNon-Same-StoreTotalSame-StoreNon-Same-StoreTotal94.6Â %92.4Â %94.5Â %95.4Â %N/A95.4Â %(0.8)%N/A(0.9)%The decrease in same-store average occupancy was primarily due to lower average occupancy at Elme Marietta, Elme Eagles Landing, Elme Sandy Springs, Elme Cumberland, and Roosevelt Towers, partially offset by higher average occupancy at Elme Manassas and Elme Leesburg. Residential ExpensesResidential real estate expenses as a percentage of residential revenue for the 2024 Quarter and the 2023 Quarter were 37.2% and 36.6%, respectively.Real estate expenses from same-store residential properties increased $0.5 million, or 2.7%, to $19.5 million for the 2024 Quarter, compared to $19.0 million for the 2023 Quarter, primarily due to higher utilities ($0.3 million), higher administrative ($0.3 million), higher insurance ($0.3 million) and higher real estate tax ($0.2 million) expenses. The increase is partially offset by lower turnover ($0.2 million), lower contract maintenance ($0.2 million) and lower personnel ($0.1 million) expenses.Real estate expenses from acquisition increased $1.1 million due to the acquisition of Elme Druid Hills during the third quarter of 2023.Other Income and ExpensesGeneral and administrative expenses: Decrease of $0.5 million primarily due to higher internal management fee offset ($0.6 million), lower incentive compensation ($0.3 million) and lower professional ($0.2 million) expenses. These were partially offset by higher payroll ($0.4 million) and higher employee benefits ($0.2 million) expenses.Transformation costs: Decrease of $2.5 million during the 2024 Quarter due to completion of strategic transformation in 2023.Real estate depreciation and amortization: Increase of $2.5 million primarily due to higher depreciation and amortization at same-store residential properties ($1.8 million) and Elme Druid Hills ($1.4 million). These increases were partially offset by lower depreciation and amortization at Watergate 600 ($0.7 million). Interest expense: Interest expense by debt type for the three months ended June 30, 2024 and 2023 was as follows (in thousands):Three Months Ended June 30,Debt Type20242023$Â Change% ChangeNotes payable$6,118Â $5,545Â $573Â 10.3Â %Line of credit3,266Â 1,249Â 2,017Â 161.5Â %Total$9,384Â $6,794Â $2,590Â 38.1Â %â€¢Notes payable: Increase primarily due to a higher effective interest rate on the $125.0 million 2023 Term Loan executed in January 2023. â€¢Line of credit: Increase primarily due to higher weighted average borrowings of $161.5 million and a weighted average interest rate of 6.3% in the 2024 Quarter, as compared to weighted average borrowings of $36.6 million and a weighted average interest rate of 5.9% in the 2023 Quarter. Other income: Income of $0.6 million during the 2023 Quarter consists of tax refunds received for office properties sold in prior years. 262024 Period Compared to 2023 Period The following tables reconcile net loss to NOI and provide the basis for our discussion of our consolidated results of operations and NOI in the 2024 Period compared to the 2023 Period. All amounts are in thousands, except percentage amounts.Six Months Ended June 30,20242023$Â Change%Â ChangeNet loss$(7,118)$(6,254)$(864)13.8Â %Adjustments:Property management expenses4,393Â 3,947Â 446Â 11.3Â %General and administrative expenses12,334Â 13,521Â (1,187)(8.8)%Transformation costsâ€”Â 5,354Â (5,354)(100.0)%Real estate depreciation and amortization48,838Â 42,951Â 5,887Â 13.7Â %Interest expense18,878Â 13,625Â 5,253Â 38.6Â %Loss on extinguishment of debt, netâ€”Â 54Â (54)(100.0)%Other income(1,410)(569)(841)147.8Â %Total net operating income (NOI)$75,915Â $72,629Â $3,286Â 4.5Â %Residential revenue:Same-store portfolio$105,395Â $103,091Â $2,304Â 2.2Â %Acquisition (1)4,968Â â€”Â 4,968Â 100.0Â %Total110,363Â 103,091Â 7,272Â 7.1Â %Residential expenses:Same-store portfolio38,859Â 37,086Â 1,773Â 4.8Â %Acquisition2,007Â â€”Â 2,007Â 100.0Â %Development114Â 112Â 2Â 1.8Â %Total40,980Â 37,198Â 3,782Â 10.2Â %Residential NOI:Same-store portfolio66,536Â 66,005Â 531Â 0.8Â %Acquisition2,961Â â€”Â 2,961Â 100.0Â %Development(114)(112)(2)1.8Â %Total69,383Â 65,893Â 3,490Â 5.3Â %Other NOI (2)6,532Â 6,736Â (204) (3.0)%Total NOI$75,915Â $72,629Â $3,286Â 4.5Â %Â _____(1)Acquisition:2023: Elme Druid Hills(2)Other: Watergate 600Â Â Â Â Real Estate Rental RevenueReal estate rental revenue from our apartment communities is comprised of (a)Â rent from operating leases of multifamily residential apartments with terms of approximately one year or less, recognized on a straight-line basis, (b)Â revenue from the recovery of operating expenses from our residents, (c)Â credit losses on lease related receivables, (d)Â revenue from leases of retail space at our

apartment communities and (e)Â parking and other tenant charges. Real estate rental revenue from same-store residential properties increased $2.3 million, or 2.2%, to $105.4 million for the 2024 Period, compared to $103.1 million for the 2023 Period, primarily due to higher rental income ($3.2 million) and higher recoveries ($0.8 million), partially offset by higher credit losses ($0.9 million) and higher vacancy loss ($0.9 million).Real estate rental revenue from acquisition increased $5.0 million due to the acquisition of Elme Druid Hills during the third quarter of 2023.27Average occupancy for residential properties for the 2024 Period and 2023 Period was as follows:June 30, 2024June 30, 2023% ChangeSame-StoreNon-Same-StoreTotalSame-StoreNon-Same-StoreTotalSame-StoreNon-Same-StoreTotal94.5Â %92.4Â %94.4Â %95.4Â %NA95.4Â %(0.9)%NA(1.0)%The decrease in same-store average occupancy was primarily due to lower average occupancy at Elme Eagles Landing, Elme Marietta, Elme Sandy Springs and Elme Cumberland, partially offset by higher average occupancy at Elme Leesburg.Real Estate ExpensesResidential real estate expenses as a percentage of residential revenue for the 2024 Period and 2023 Period were 37.1% and 36.1%, respectively.Real estate expenses from same-store residential properties increased by $1.8 million, or 4.8%, to $38.9 million for the 2024 Period, compared to $37.1 million for the six months ended June 30, 2023, primarily due to higher insurance ($0.6 million), higher real estate taxes ($0.5 million), higher utilities ($0.5 million), higher administrative ($0.5 million) and higher contract maintenance ($0.2 million) expenses. The increase is partially offset by lower personnel ($0.5 million) expenses.Real estate expenses from acquisitions increased $2.0 million due to the acquisition of Elme Druid Hills during the third quarter of 2023.Other NOIOther NOI decreased ($0.2 million) due to higher operating expenses at Watergate 600.Other Income and ExpensesProperty management expenses: Increase of $0.4 million primarily due to higher internal management fee expenses at same-store properties ($0.2 million) and the acquisition of Elme Druid Hills during the third quarter of 2023 ($0.2 million).General and administrative expenses: Decrease of $1.2 million primarily due to higher internal management fee offset ($2.0 million), lower rent for our corporate office ($0.4 million), lower severance ($0.3 million) and corporate office moving ($0.3 million) expenses. These were partially offset by higher payroll ($1.1 million), higher employee benefits ($0.4 million) and higher software expenses ($0.3 million).Transformation costs: Decrease of $5.4 million due to completion of strategic transformation in 2023.Real estate depreciation and amortization: Increase of $5.9 million primarily due to higher depreciation and amortization at Elme Druid Hills ($4.3 million) and at same-store residential properties ($3.2 million). The increase was partially offset by lower depreciation and amortization at Watergate 600 ($1.6 million). Interest expense: Interest expense by debt type for the six months ended June 30, 2024 and 2023 was as follows (in thousands):Six Months Ended June 30,Debt Type20242023$Â Change% ChangeNotes payable$12,238Â $10,999Â $1,239Â 11.3Â %Line of credit6,640Â 2,626Â 4,014Â 152.9Â %Total$18,878Â $13,625Â $5,253Â 38.6Â %â€¢Notes payable: Increase primarily due to the $125.0 million 2023 Term Loan executed in January 2023, partially offset by prepayment of a $100.0 million portion of the 2018 Term Loan in January 2023. â€¢Line of credit: Increase primarily due to higher weighted average borrowings of $164.9 million and a weighted average interest rate of 6.3% in the 2024 Period, as compared to weighted average borrowings of $40.7 million and a weighted average interest rate of 6.0% in the 2023 Period. 28Other Income: Other income during the 2024 Period consists of additional payments received with respect to easements previously conveyed at The Wellington and Takoma Park, a previously owned retail property. Income of $0.6 million during the 2023 Period consists of tax refunds received for office properties sold in prior years. 29Liquidity and Capital ResourcesWe believe we will have adequate liquidity over the next twelve months to operate our business and to meet our cash requirements, including meeting our debt obligations, capital commitments, acquisitions and contractual obligations, as well as the payment of dividends and funding possible growth opportunities. We executed strategic transactions that will allow us to continue pursuing residential expansion in Sunbelt markets, meet our debt obligations for the next twelve months, and pay a dividend on a quarterly basis. We also believe we have adequate liquidity beyond 2024, with no debt maturities until 2025 and only $281.0 million of scheduled debt maturities prior to 2028, based on current amounts outstanding under our Revolving Credit Facility as of June 30, 2024. Following the execution of the Amended and Restated Revolving Credit Facility, we had only $125.0 million of scheduled debt maturities prior to 2028. As of JulyÂ 29, 2024, we had cash and cash equivalents totaling $5.1 million and a borrowing capacity of $323.0 million on our Amended and Restated Revolving Credit Facility, resulting in a total liquidity position of $328.1 million.While we currently intend to continue to pay dividends at or about current levels, we will continue to assess the payment of our dividends on a quarterly basis. Future determinations regarding the declaration and payment of dividends, if any, will be at the discretion of our board of trustees which considers, among other factors, trends in our levels of NAREIT FFO and ongoing capital requirements to achieve a targeted payout ratio.Capital RequirementsAs of the end of the 2024 Period, our full-year 2024 capital requirements are summarized below:â€¢Funding dividends and distributions to our shareholders;â€¢Approximately $41.0 - $46.0 million to invest in our existing portfolio of operating assets, inclusive of $28.0 - $32.0 million of major capital expenditures;â€¢Less than $1.0 million to invest in our development and redevelopment projects; andâ€¢Funding for potential property acquisitions throughout 2024, offset by proceeds from potential property dispositions.There can be no assurance that our capital requirements will not be materially higher or lower than the above expectations. We currently believe that we will generate sufficient cash flow from operations and potential property sales and have access to the capital resources necessary to fund our requirements for the remainder of 2024. However, as a result of the uncertainty of the general market conditions in the greater Washington, DC metro and Sunbelt regions, economic conditions affecting the ability to attract and retain residents and tenants, declines in our share price, unfavorable changes in the supply of competing properties, or our properties not performing as expected, we may not generate sufficient cash flow from operations and property sales or otherwise have access to capital on favorable terms, or at all. If we are unable to obtain capital from other sources, we may need to alter capital spending to be materially different than what is stated above. If capital were not available, we may be unable to satisfy the distribution requirement applicable to REITs, make required principal and interest payments, make strategic acquisitions or make necessary and/or routine capital improvements or undertake improvement/redevelopment opportunities with respect to our existing portfolio of operating assets.Debt FinancingWe generally use secured or unsecured, corporate-level debt, including unsecured notes, our Amended and Restated Revolving Credit Facility, bank term loans and mortgages to meet our borrowing needs. Long-term, we generally use fixed rate debt instruments in order to match the returns from our real estate assets. If we issue unsecured debt in the future, we will seek to â€œladderâ€ the maturities of our debt to mitigate exposure to interest rate risk in any particular future year. We also utilize variable rate debt for short-term financing purposes. At times, our mix of variable and fixed rate debt may not suit our needs. At those times, we may use derivative financial instruments including interest rate swaps and caps, forward interest rate options or interest rate options in order to assist us in managing our debt mix. We may either hedge our variable rate debt to give it an effective fixed interest rate or hedge fixed rate debt to give it an effective variable interest rate.30As of June 30, 2024, our future debt principal payments are scheduled as follows (in thousands), before giving effect to the Amended Credit Agreement entered into in July 2024:Future Maturities of DebtYearUnsecured DebtRevolving Credit FacilityTotal DebtAverage Interest Rate2024$â€”Â $â€”Â $â€”Â â€”%2025125,000Â (1)156,000Â (2)281,000Â 5.6%2026â€”Â â€”Â â€”Â â€”%2027â€”Â â€”Â â€”Â â€”%202850,000Â â€”Â 50,000Â 7.4%Thereafter350,000Â â€”Â 3 principal payments$525,000Â $156,000Â $681,000Â 4.9%Net discounts/premiums(82)â€”Â (82)Loan costs, net of amortization(2,184)â€”Â (2,184)Total maturities$522,734Â $156,000Â $678,734Â 4.9%_____Â (1) During the first quarter of 2023, we entered into the $125.0 million 2023 Term Loan with an interest rate of adjusted SOFR (subject to a credit spread adjustment of 10 basis points) plus a margin of 95 basis points (subject to adjustment depending on Elme Communitiesâ€™ credit rating). The 2023 Term Loan has a two-year term ending in January 2025, with two one-year extension options. We used the proceeds to prepay the $100.0 million 2018 Term Loan in full and a portion of our borrowings under our Revolving Credit Facility. Elme Communities had previously entered into an interest rate swap to effectively fix the interest rate for the remaining $100.0 million portion of the 2018 Term Loan. Following the prepayment of the 2018 Term Loan, the interest rate swap effectively fixed a $100.0 million portion of the 2023 Term Loan at 2.16% through the interest rate swap's expiration date of July 21, 2023. In March 2023, we entered into two interest rate swap arrangements with an aggregate notional amount of $125.0 million that effectively fixed the 2023 Term Loanâ€™s interest rate at 4.73% beginning on July 21, 2023 through the 2023 Term Loanâ€™s maturity date of January 10, 2025.(2) As of June 30, 2024, the credit facility had an August 2025 maturity date, with two six-month extension options. On July 10, 2024, we executed the Amended Credit Agreement that provides for a revolving credit facility of $500.0 million that matures in July 2028, with two six-month extension options.As of June 30, 2024, the weighted average maturity for our debt is 4.0 years. If principal amounts due at maturity cannot be refinanced, extended or paid with proceeds of other capital transactions, such as new equity capital, our cash flow may be insufficient to repay all maturing debt. Prevailing interest rates or other factors at the time of a refinancing, such as possible reluctance of lenders to make commercial real estate loans, may result in higher interest rates and increased interest expense or inhibit our ability to finance our obligations.From time to time, we may seek to repurchase and cancel our outstanding unsecured notes and term loans through open market purchases, privately negotiated transactions or otherwise. Such repurchases, if any, will depend on prevailing market conditions, our liquidity requirements, contractual restrictions and other factors. The amounts involved may be material.31Debt CovenantsPursuant to the terms of our 2021 Credit Agreement and, subsequent to June 30, 2024, the Amended Credit Agreement, 2023 Term Loan and unsecured notes, we are subject to customary operating covenants and maintenance of various financial ratios.Failure to comply with any of the covenants under our 2021 Credit Agreement, and, subsequent to June 30, 2024, the Amended Credit Agreement, 2023 Term Loan, unsecured notes or other debt instruments could result in a default under one or more of our debt instruments. This could cause our lenders to accelerate the timing of payments and could therefore have a material adverse effect on our business, operations, financial condition and liquidity. In addition, our ability to draw on our Revolving Credit Facility or incur other unsecured debt in the future could be restricted by the debt covenants. As of June 30, 2024, we were in compliance with the covenants related to our 2021 Credit Agreement, 2023 Term Loan, and unsecured notes.Common EquityWe have authorized for issuance 150.0 million common shares, of which 88.0 million shares were outstanding at June 30, 2024.On February 20, 2024, we entered into an equity distribution agreement (the â€œEquity Distribution Agreementâ€) with Wells Fargo Securities, LLC, BNY Mellon Capital Markets, LLC, Citigroup Global Markets Inc., Goldman Sachs & Co. LLC, KeyBanc Capital Markets Inc., TD Securities (USA) LLC and Truist Securities, Inc. as agents and forward sellers, as applicable, (collectively, the â€œAgentsâ€ or â€œForward Sellersâ€, as applicable), and Wells Fargo Bank, National Association, The Bank of New York Mellon, Citibank, N.A., Goldman Sachs & Co. LLC, KeyBanc Capital Markets Inc., The Toronto-Dominion Bank and Truist Bank as forward purchasers pursuant to which up to an aggregate gross sales price of $350,000,000 of Elme Communitiesâ€™ common shares of beneficial interest, $0.01 par value per share, may be offered and sold from time to time through the Agents, acting as the Companyâ€™s sales agents or, if applicable, the Forward Sellers, or directly to the Agents as principals for their own accounts. In connection with entry into the Equity Distribution Agreement, we terminated our prior at-the-market offering program. At the time of such termination, approximately $340.0 million remained unsold under such prior program.We did not issue common shares under the Equity Distribution Agreement or any prior equity distribution agreements during the 2024 Period or 2023 Period.We have a dividend reinvestment program whereby shareholders may use their dividends and optional cash payments to purchase common shares. The shares sold under this program may either be common shares issued by us or common shares purchased in the open market. We intend to use the proceeds of the sale of any newly issued common shares issued under this program, if any, for general corporate purposes.We did not issue common shares under the dividend reinvestment program during the 2024 Period. Our issuances and net proceeds on the dividend reinvestment program for the three and six months ended June 30, 2023 were as follows ($ in thousands, except per share data):Three Months Ended June 30,Six Months Ended June 30,20232023Issuance of common shares14Â 28Â Weighted average price per share$17.62Â $17.64Â Net proceeds$249Â $497Â Preferred EquityElme Communitiesâ€™ board of trustees can, at its discretion, authorize the issuance of up to 10.0 million preferred shares. The ability to issue preferred equity provides Elme Communities an additional financing tool that may be used to raise capital for future acquisitions or other business purposes. As of June 30, 2024, no preferred shares were issued and outstanding.32Historical Cash FlowsCash flows from operations are an important factor in our ability to sustain our dividend at its current rate. If our cash flows from operations were to decline significantly from current levels, we may have to reduce our dividend. Consolidated cash flow information is summarized as follows (in thousands):Six Months Ended June 30,Change20242023$%Net cash provided by operating activities$50,073Â $46,250Â $3,823Â 8.3Â %Net cash used in investing activities(17,684)(10,183)(7,501)73.7Â %Net cash used in financing activities(33,035)(38,478)5,443Â (14.1)%Net cash provided by operating activities increased primarily due to higher rental revenue from the acquisition of Elme Druid Hills during the third quarter of 2023 and from same-store communities.Net cash used in investing activities increased primarily due to higher expenditures on capital improvements to our communities during the 2024 Period.Net cash used in financing activities decreased primarily due to lower net repayments on the 2021 Credit Agreement during the 2024 Period and the repayment of the $100.0 million 2018 Term Loan during the 2023 Period, partially offset by executing the $125.0 million 2023 Term Loan during the 2023 Period.Off-Balance Sheet ArrangementsWe have no off-balance sheet arrangements as of June 30, 2024 that are reasonably likely to have a current or future material effect on our financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources.33Funds From OperationsNAREIT FFO is a widely used measure of operating performance for real estate companies. In its 2018 NAREIT FFO White Paper Restatement, the National Association of Real Estate Investment Trusts, Inc. (â€œNAREITâ€) defines NAREIT FFO as net income (computed in accordance with GAAP) excluding gains (or losses) associated with sales of properties; impairments of depreciable real estate, and real estate depreciation and amortization. We consider NAREIT FFO to be a standard supplemental measure for REITs, and believe it is a useful metric because it facilitates an understanding of the operating performance of our properties without giving effect to real estate depreciation and amortization, which historically assumes that the value of real estate assets diminishes predictably over time. Since real estate values have instead historically risen or fallen with market conditions, we believe that NAREIT FFO more accurately provides investors an indication of our ability to incur and service debt, make capital expenditures and fund other needs. Our NAREIT FFO may not be comparable to FFO reported by other REITs. These other REITs may not define the term in accordance with the current NAREIT definition or may interpret the current NAREIT definition differently.The following table provides the calculation of our NAREIT FFO and a reconciliation of net loss to NAREIT FFO for the three and six months ended June 30, 2024 and 2023 (in thousands):Â Three Months Ended June 30,Six Months Ended June 30,Â 2024202320242023Net loss$(3,471)$(2,611)$(7,118)$(6,254)Adjustments:Depreciation and amortization23,895Â 21,415Â 48,838Â 42,951Â NAREIT FFO$20,424Â $18,804Â $41,720Â $36,697Â Critical Accounting EstimatesWe base the discussion and analysis of our financial condition and results of operations upon our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses. There were no changes made by management to the critical accounting policies in the three and six months ended June 30, 2024. We discuss the most critical estimates in our Annual Report on Form 10-K for the year ended December 31, 2023 filed with the SEC on FebruaryÂ 16, 2024.34ITEMÂ 3: QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISKThe principal material financial market risk to which we are exposed is interest rate risk. Our exposure to market risk for changes in interest rates relates primarily to refinancing long-term fixed rate obligations, the opportunity cost of fixed rate obligations in a falling interest rate environment and our variable rate line of credit.The table below presents principal, interest and related weighted average interest rates by year of maturity, with respect to debt outstanding on June 30, 2024 (in thousands):2024202520262027202820272028ThereafterTotalFair ValueUnsecured fixed rate debtPrincipal$â€”Â $125,000Â (1)$â€”Â $â€”Â 50,000Â $350,000Â $525,000Â $467,660Â Interest payments$11,954Â $18,154Â $17,995Â $17,995Â $16,155Â $28,061Â $110,314Â Interest rate on debt maturitiesâ€”Â %5.6Â %â€”Â %7.4Â %4.1Â %4.9Â %Unsecured variable rate debtPrincipal$â€”Â $156,000Â $â€”Â $â€”Â $â€”Â $â€”Â $156,000Â $156,000Â Variable interest rate on debt maturities6.3Â %6.3Â %_____(1) Â Â Â Â Represents a $125.0 million term loan with a floating interest rate. A $100.0 million portion of the term loan was previously effectively fixed by an interest rate swap that expired on July 21, 2023. The full amount of the term loan is effectively fixed by two interest rate swaps that became effective on July 21, 2023 and expire on the loanâ€™s maturity date of January 10, 2025.We enter into interest rate swap arrangements designated and qualifying as cash flow hedges to reduce our exposure to the variability in future cash flows attributable to changes in interest rates. Derivative instruments expose us to credit risk in the event of non-performance by the counterparty under the terms of the interest rate hedge agreement. We believe that we minimize our credit risk on these transactions by dealing with major, creditworthy financial institutions. As part of our ongoing control procedures, we monitor the credit ratings of counterparties and our exposure to any single entity, thus minimizing our credit risk concentration. The following table sets forth information pertaining to interest rate swap contracts in place as of June 30, 2024 and December 31, 2023 and their respective fair values (in thousands): Notional AmountFloating Index RateFair Value as of:Fixed RateEffective DateExpiration DateJune 30, 2024December 31, 2023$75,000Â 3.677%USD-SOFR7/21/20231/10/2025$587Â $740Â 50,000Â 3.676%USD-SOFR7/21/20231/10/2025392Â 494Â 100,000Â 4.719%USD-SOFR1/10/20251/10/2026(305)â€”Â 50,000Â 4.720%USD-SOFR1/10/20251/10/2026(153)â€”Â $521Â $1,234Â We enter into debt obligations primarily to support general corporate purposes

including acquisition of real estate properties, capital improvements and working capital needs.As the majority of our outstanding debt is long-term, fixed rate debt, our interest rate risk has not changed significantly from what was disclosed in our Annual Report on Form 10-K for the year ended December 31, 2023 filed with the SEC on FebruaryÂ 16, 2024. See â€œManagementâ€™s Discussion and Analysis of Financial Condition and Results of Operations â€“ Liquidity and Capital Resources â€“ Debt Financing.â€35ITEMÂ 4: CONTROLS AND PROCEDURESWe maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our Securities Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the SECâ€™s rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer, Chief Financial Officer and Chief Administrative Officer, as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.We carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer, Chief Financial Officer and Chief Administrative Officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the period covered by this report. Based on the foregoing, our Chief Executive Officer, Chief Financial Officer and Chief Administrative Officer concluded that our disclosure controls and procedures were effective at the reasonable assurance level.There have not been any changes in Elme Communitiesâ€™ internal control over financial reporting (as defined by Rule 13a-15(f)) that occurred during the period covered by the report that have materially affected, or are reasonably likely to materially affect, Elme Communitiesâ€™ internal control over financial reporting.36PART IIOTHER INFORMATIONITEMÂ 1: LEGAL PROCEEDINGSNone.ITEMÂ 1A: RISK FACTORSThere have been no material changes from the risk factors previously disclosed in response to â€œPart I - Item 1A. Risk Factorsâ€ of our Annual Report on Form 10-K for the year ended December 31, 2023 filed on FebruaryÂ 16, 2024.ITEMÂ 2: UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDSOn October 26, 2023, the Board authorized and approved a share repurchase program of up to $50.0 million of the Companyâ€™s common shares of beneficial interest over a period of two years. The Company did not repurchase any shares under the program during the 2024 Quarter. The share repurchase program is scheduled to expire on October 25, 2025, and there are $50.0 million of the Companyâ€™s common shares of beneficial interest that may yet be repurchased under the repurchase program as of June 30, 2024.ITEMÂ 3: DEFAULTS UPON SENIOR SECURITIESNone.ITEMÂ 4: MINE SAFETY DISCLOSURESNone.ITEMÂ 5: OTHER INFORMATIONTrading ArrangementsDuring the three months ended June 30, 2024, no trustee or officer of Elme Communities 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 Regulation S-K.37ITEMÂ 6: EXHIBITSÂ Â Incorporated by ReferenceÂ ExhibitNumberExhibit DescriptionFormFileNumberExhibitFiling DateFiledHerewith3.1Articles of Amendment and Restatement of Declaration of Trust of the Company, as amended10-K001-066223.12/17/20233.2Amended and Restated Bylaws of Elme Communities, as amended8-K001-066223.19/20/202310.1Third Amended and Restated Credit Agreement, dated July 10, 2024, by and among Elme Communities, as borrower, the financial institutions party thereto as lenders, and Wells Fargo Bank, National Association, as administrative agent X10.2Elme Communities 2016 Omnibus Incentive Plan (as amended and restated effective as of May 30, 2024)8-K001-0662210.16/04/202431.1Certification of the Chief Executive Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934, as amended (â€œthe Exchange Actâ€)X31.2Certification of the Chief Financial Officer pursuant to Rule 13a-14(a) of the Exchange ActX31.3Certification of the Chief Administrative Officer pursuant to Rule 13a-14(a) of the Exchange ActX32Certification of the Chief Executive Officer, Chief Financial Officer and Chief Administrative Officer pursuant to Rule 13a-14(b) of the Exchange Act and 18U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002X101.INSInline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.X101.SCHInline XBRL Taxonomy Extension Schema DocumentX101.CALInline XBRL Taxonomy Extension Calculation Linkbase DocumentX101.DEFInline XBRL Taxonomy Extension Definition Linkbase DocumentX101.LABInline XBRL Taxonomy Extension Label Linkbase DocumentX101.PREInline XBRL Taxonomy Extension Presentation Linkbase DocumentX104Cover Page Interactive Data File (embedded within the Inline XBRL document and contained in Exhibit 101)38SIGNATURESPursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.Â ELME COMMUNITIES/s/ Paul T. McDermottPaul T. McDermottPresident and Chief Executive Officer/s/ Steven M. FreishtatSteven M. FreishtatExecutive Vice President and Chief Financial Officer (Principal Financial Officer)/s/ W. Drew HammondW. Drew HammondSenior Vice President, Chief Administrative Officer and Treasurer(Principal Accounting Officer)DATE: AugustÂ 2, 2024 39 EX-10.1 2 elme-thirdamendedandrestat.htm EX-10.1 DocumentLoan Number: 1014769June 23, 2015Washington Real Estate Investment TrustWells Fargo Bank, National Association$600,000,000.00$60,000,000.00$75,000,000.00Execution VersionTHIRD AMENDED AND RESTATED CREDIT AGREEMENTDated as of July 10, 2024by and amongELME COMMUNITIES,as Borrower,THE FINANCIAL INSTITUTIONS PARTY HERETO AND THEIR ASSIGNEES UNDER SECTIONÂ 12.5.,as Lenders,Â Â Â Â andWELLS FARGO BANK, NATIONAL ASSOCIATION,as Administrative Agent_____WELLS FARGO SECURITIES, LLC, KEYBANC CAPITAL MARKETS INC., PNC CAPITAL MARKETS, LLC, TD BANK, N.A., and TRUIST SECURITIES INC., as Joint Lead Arrangers,WELLS FARGO SECURITIES, LLC and KEYBANC CAPITAL MARKETS INC.as Joint Bookrunners,KEYBANK NATIONAL ASSOCIATION as Syndication Agent,andCAPITAL ONE, NATIONAL ASSOCIATION, PNC BANK, NATIONAL ASSOCIATION, TD BANK, N.A., and TRUIST BANK,as Documentation Agents,LEGAL02/44434098v7TABLE OF CONTENTSArticle 1 Definitions1SectionÂ 1 Definitions.1SectionÂ 1 General; 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LiensSCHEDULE 6.1.(h)Â Â Â Â LitigationSCHEDULE 6.1.(n)Â Â Â Â Environmental MattersSCHEDULE 6.1.(q)Â Â Â Â Affiliate TransactionsEXHIBITÂ AÂ Â Â Â Form of Assignment and Assumption AgreementEXHIBITÂ BÂ Â Â Â Form of Bid Rate NoteEXHIBITÂ CÂ Â Â Â Form of Designation AgreementEXHIBITÂ DÂ Â Â Â Form of Disbursement Instruction AgreementEXHIBITÂ EÂ Â Â Â Form of GuarantyEXHIBITÂ FÂ Â Â Â Form of Notice of BorrowingEXHIBITÂ GÂ Â Â Â Form of Notice of ContinuationEXHIBITÂ HÂ Â Â Â Form of Notice of ConversionEXHIBITÂ IÂ Â Â Â [Reserved]EXHIBITÂ JÂ Â Â Â Form of Revolving NoteEXHIBITÂ KÂ Â Â Â Form of Term Loan NoteEXHIBITÂ LÂ Â Â Â Form of Bid Rate Quote RequestEXHIBITÂ MÂ Â Â Â Form of Bid Rate QuoteEXHIBITÂ NÂ Â Â Â Form of Bid Rate Quote AcceptanceEXHIBITSÂ OÂ Â Â Â Forms of U.S. Tax Compliance CertificatesEXHIBITÂ PÂ Â Â Â Form of Compliance CertificateÂ Â Â Â Â Â Â Â Â Â Â THIS THIRD AMENDED AND RESTATED CREDIT AGREEMENT (this â€œAgreementâ€) dated as of July 10, 2024 by and among ELME COMMUNITIES, a real estate investment trust formed under the laws of the State of Maryland (the â€œBorrowerâ€), each of the financial institutions initially a signatory hereto together with their successors and assignees under Section 12.5. (the â€œLendersâ€), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (the â€œAdministrative Agentâ€), with WELLS FARGO SECURITIES, LLC, KEYBANC CAPITAL MARKETS INC., PNC CAPITAL MARKETS, LLC, TD BANK, N.A., and TRUIST SECURITIES INC., as joint lead arrangers (the â€œLead Arrangersâ€), WELLS FARGO SECURITIES, LLC and KEYBANC CAPITAL MARKETS INC., as joint bookrunners (the â€œJoint Bookrunnersâ€), KEYBANK NATIONAL ASSOCIATION, as Syndication Agent (the â€œSyndication Agentâ€), CAPITAL ONE, NATIONAL ASSOCIATION, PNC BANK, NATIONAL ASSOCIATION, TD BANK, N.A., and TRUIST BANK, as Documentation Agents (the â€œDocumentation Agentsâ€) and WELLS FARGO SECURITIES, LLC, as Sustainability Structuring Agent.Â Â Â Â WHEREAS, Borrower and certain of the Lenders entered into that certain Second Amended and Restated Credit Agreement, dated as of August 26, 2021 (as amended, restated, modified or supplemented from time to time through the date hereof, the â€œExisting Credit Agreementâ€); andWHEREAS, the Administrative Agent, the Issuing Banks and the Lenders desire to amend and restate the terms of the Existing Credit Agreement on the terms and conditions contained herein and make available to the Borrower a revolving credit facility in the initial amount of $500,000,000, which will include a $20,000,000 letter of credit subfacility and a competitive bid loan subfacility.Â Â Â Â NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto agree that the Existing Credit Agreement is amended and restated in its entirety as follows:Article 1 DefinitionsSectionÂ 1 Definitions.Â Â Â Â In addition to terms defined elsewhere herein, the following terms shall have the following meanings for the purposes of this Agreement:Â Â Â Â â€œ1031 Propertyâ€ means any Property that is at any time held by a â€œqualified intermediaryâ€ (a â€œQIâ€), as defined in the Treasury Regulations promulgated pursuant to Section 1031 of the Internal Revenue Code, or an â€œexchange accommodation titleholderâ€ (an â€œEATâ€), as defined in Internal Revenue Service Revenue Procedure 2000-37, as modified by Internal Revenue Procedure 2004-51, (or in either case, by one or more Wholly Owned Subsidiaries thereof, singly or as tenants in common) which is a single purpose entity and has entered into an â€œexchange agreementâ€ or a â€œqualified exchange accommodation agreementâ€ with the Borrower or a Wholly Owned Subsidiary in connection with the acquisition (or possible disposition) of such Property by the Borrower or a Wholly Owned Subsidiary pursuant to, and intended to qualify for tax treatment under, SectionÂ 1031 of the Internal Revenue Code.Â Â Â Â Â Â Â Â Â Â Â Â â€œAbsolute Rateâ€ has the meaning given that term in SectionÂ 2.2.(c)(ii)(C).Â Â Â Â Â â€œAbsolute Rate Auctionâ€ means a solicitation of Bid Rate Quotes setting forth Absolute Rates pursuant to SectionÂ 2.2.Â Â Â Â Â â€œAbsolute Rate Loanâ€ means a Bid Rate Loan, the interest rate on which is determined on the basis of an Absolute Rate pursuant to an Absolute Rate Auction.Â Â Â Â Â â€œAccession Agreementâ€ means an Accession Agreement substantially in the form of AnnexÂ I to the Guaranty.Â Â Â Â Â â€œAdditional Costsâ€ has the meaning given that term in SectionÂ 4.1.(b).Â Â Â Â Â â€œAdditional Term Loansâ€ has the meaning given that term in Section 2.17.â€œAdjusted Daily Simple SOFRâ€ means, for any day (a â€œSimple SOFR Rate Dayâ€), a rate per annum equal to the greater of (a) the sum of (i) SOFR for the day (such day, a â€œSimple SOFR Determination Dayâ€) that is five (5) U.S. Government Securities Business Days prior to (A) if such Simple SOFR Rate Day is a U.S. Government Securities Business Day, such Simple SOFR Rate Day or (B) if such Simple SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such Simple SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administratorâ€™s Website; provided that if by 5:00 p.m. on the second (2nd) U.S. Government Securities Business Day immediately following any Simple SOFR Determination Day, SOFR in respect of such Simple SOFR Determination Day has not been published on the SOFR Administratorâ€™s Website and a Benchmark Replacement Date with respect to Adjusted Daily Simple SOFR has not occurred, then SOFR for such Simple SOFR Determination Day 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; provided further that SOFR as determined pursuant to this proviso shall be utilized for purposes of calculation of Adjusted Daily Simple SOFR for no more than three (3) consecutive Simple SOFR Rate Days and (ii) the Simple SOFR Adjustment and (b) the Floor. Any change in Adjusted 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.â€œAdjusted Term SOFRâ€ means, for purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation plus (b) the Term SOFR Adjustment; provided that if Adjusted Term SOFR as so determined shall ever be less than the Floor, then Adjusted Term SOFR shall be deemed to be the Floor.â€œAdministrative Agentâ€ means Wells Fargo Bank, National Association as contractual representative of the Lenders under this Agreement, or any successor Administrative Agent appointed pursuant to Section 11.8.Â Â Â Â â€œAdministrative Questionnaireâ€ means the Administrative Questionnaire completed by each Lender and delivered to the Administrative Agent in a form supplied by the Administrative Agent to the Lenders from time to time.Â Â Â Â Â Â Â Â Â Â â€œAffected Financial Institutionâ€ means (a) any EEA Financial Institution or (b) any UK Financial Institution.Â Â Â Â Â Â Â Â â€œAffected Lenderâ€ has the meaning given that term in SectionÂ 4.6.Â Â Â Â â€œAffiliateâ€ means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. In no event shall the Administrative Agent, any Issuing Bank or any Lender be deemed to be an Affiliate of the Borrower.Â Â Â Â Â â€œAgreement Dateâ€ means the date as of which this Agreement is dated.â€œAnti-Corruption Lawsâ€ means all Applicable Laws of any jurisdiction concerning or relating to bribery, corruption or money laundering, including without limitation, the Foreign Corrupt Practices Act of 1977, as amended.â€œAnti-Terrorism Lawsâ€ has the meaning given that term in SectionÂ 6.1.(v).Â Â Â Â Â â€œApplicable Facility Feeâ€ means the percentage set forth in the table below corresponding to the Level at which the â€œApplicable Marginâ€ is determined in accordance with the definition thereof:LevelFacility Fee10.100%20.125%30.150%40.200%50.250%60.300%Any change in the applicable Level at which the Applicable Margin is determined shall result in a corresponding and simultaneous change in the Applicable Facility Fee. Notwithstanding the foregoing, if an ESG Amendment has become effective, the ESG Pricing Provisions set forth therein shall apply, otherwise, the unadjusted pricing in the grid above shall apply until the date (if such date occurs) that such ESG Amendment shall become effective.Â Â Â Â Â â€œApplicable Lawâ€ means all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes, executive orders, and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or

administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.Â Â Â Â â€œApplicable Marginâ€ means, with respect to a particular Type of Loans, the percentage rate set forth in the table below corresponding to the level (each a â€œLevelâ€) into which the Borrowerâ€™s Credit Rating then falls. As of the Effective Date, the Applicable Margins are determined based on LevelÂ 4. Any change in the Borrowerâ€™s Credit Rating which would cause the Applicable Margins to be determined based on a different Level shall be effective as of the first day of the first calendar month immediately following receipt by the Administrative Agent of written notice delivered by the Borrower in accordance with SectionÂ 8.4.(c) that the Borrowerâ€™s Credit Rating has changed; provided, however, if the Borrower Â Â Â Â Â Â Â Â has not delivered the notice required by such Section but the Administrative Agent becomes aware that the Borrowerâ€™s Credit Rating has changed, then the Administrative Agent may, in its sole discretion, adjust the Level effective as of the first day of the first calendar month following the date the Administrative Agent becomes aware that the Borrowerâ€™s Credit Rating has changed. During any period that the Borrower has received two Credit Ratings that are not equivalent, the Applicable Margins shall be determined based on the Level corresponding to the higher of such two Credit Ratings. During any period that the Borrower has received more than two Credit Ratings and such Credit Ratings are not equivalent, the Applicable Margin for shall equal the average of the Applicable Margins as determined in accordance with the two highest of such Credit Ratings. During any period for which the Borrower has received a Credit Rating from only one Rating Agency, then the Applicable Margins shall be determined based on such Credit Rating so long as such Credit Rating is from either S&P or Moodyâ€™s. During any period that the Borrower has (a) not received a Credit Rating from any Rating Agency or (b)Â received a Credit Rating from only one Rating Agency that is neither S&P or Moodyâ€™s, then the Applicable Margins shall be determined based on LevelÂ 6. Notwithstanding the foregoing, if an ESG Amendment has become effective, the ESG Pricing Provisions set forth therein shall apply, otherwise, the unadjusted pricing in the grid shall apply until the date (if such date occurs) that such ESG Amendment shall become effective. LevelBorrowerâ€™s Credit Rating (S&P/Moodyâ€™s/Fitch or equivalent)Applicable Margin for Revolving Loans that are SOFR LoansApplicable Margin for Revolving Loans that are Base Rate Loans1A/A2 (or equivalent) or higher0.700%0.00%2A-/A3 (or equivalent) 0.725%0.00%3BBB+/Baa1(or equivalent)0.775%0.00%4BBB/Baa2(or equivalent)0.850%0.00%5BBB-/Baa3(or equivalent)1.05%0.05%6BB+/Ba1(or equivalent)or lower or unrated1.40%0.40%Â Â Â Â â€œApproved Fundâ€ means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender, or (c) an entity or an Affiliate of any entity that administers or manages a Lender. Â Â Â Â â€œArrangersâ€ has the meaning set forth in the introductory paragraph hereof.Â Â Â Â â€œAssignment and Assumptionâ€ means an Assignment and Assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by SectionÂ 12.5.), and accepted by the Administrative Agent, in substantially the form of ExhibitÂ A or any other form approved by the Administrative Agent.Â Â Â Â â€œAssumption Dateâ€ has the meaning given that term in Section 12.20.Â Â Â Â â€œAssumption Transactionâ€ has the meaning given that term in Section 12.20.Â Â Â Â Â Â Â Â â€œAvailable Tenorâ€ means, as of any date of determination and with respect to any then-current Benchmark, as applicable, (a) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, 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 4.2(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 Â Â Â â€œBankruptcy Codeâ€ means the Bankruptcy Code of 1978, as amended. Â Â Â Â â€œBase Rateâ€ means, at any time, the highest of (a) the Prime Rate, (b) the Federal Funds Rate plus 0.50% and (c) Adjusted Daily Simple SOFR in effect on such day plus 1.0%. Each change in the Base Rate shall take effect simultaneously with the corresponding change or changes in the Prime Rate, the Federal Funds Rate or Adjusted Daily Simple SOFR, as applicable (provided that clauseÂ (c) shall not be applicable during any period in which Adjusted Daily Simple SOFR is unavailable or unascertainable). Â Â Â Â â€œBase Rate Loanâ€ means a Revolving Loan or Term Loan (or any portion thereof) bearing interest at a rate based on the Base Rate.Â Â Â Â â€œBenchmarkâ€ means, initially, Adjusted Daily Simple SOFR or Adjusted Term SOFR, as applicable; provided that if a Benchmark Transition Event has occurred with respect to Adjusted Daily Simple SOFR or Adjusted Term SOFR, as applicable, or the applicable 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 4.2(b)(i).â€œBenchmark Replacementâ€ means, with respect to any Benchmark Transition Event for any then-current Benchmark, the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for such Benchmark 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 or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to such then-current Benchmark for Dollar-denominated syndicated credit facilities and (b) the related Benchmark Replacement Adjustment; provided that, if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents. Â Â Â Â Â Â Â Â â€œBenchmark Replacement Adjustmentâ€ means, with respect to any replacement of any then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Available Tenor (if applicable), 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 giving due consideration to (a) 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 or (b) 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.â€œBenchmark Replacement Dateâ€ means the earliest to occur of the following events with respect to the then-current Benchmark:(a)Â Â Â Â in the case of clause (a) or (b) of the definition of â€œBenchmark Transition Event,â€ the later of (i) the date of the public statement or publication of information referenced therein and (ii) 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 (if applicable) of such Benchmark (or such component thereof); or(b)Â Â Â Â in the case of clause (c) of the definition of â€œBenchmark Transition Event,â€ the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor (if applicable) of such Benchmark (or such component thereof) continues to be provided on such date.For the avoidance of doubt, if the applicable then-current Benchmark has any Available Tenors, the â€œBenchmark Replacement Dateâ€ will be deemed to have occurred in the case of clause (a) or (b) 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 the occurrence of one or more of the following events with respect to the then-current Benchmark:(a)Â Â Â Â 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 (if applicable) 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 any Available Tenor (if applicable) of such Benchmark (or such component thereof);(b)Â Â Â Â 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 FRB, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution Â Â Â Â Â Â Â Â 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), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors (if applicable) 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 any Available Tenor (if applicable) of such Benchmark (or such component thereof); or(c)Â Â Â Â 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 all Available Tenors (if applicable) of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.For the avoidance of doubt, if the applicable then-current Benchmark has any Available Tenors, 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 Transition Start Dateâ€ means, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).Â Â Â Â â€œBenchmark Unavailability Periodâ€ means, with respect to any then-current Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date with respect to such Benchmark has occurred if, at such time, no Benchmark Replacement has replaced such Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 4.2(b) and (y) ending at the time that a Benchmark Replacement has replaced such Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 4.2(b).â€œBeneficial Ownership Certificationâ€ means a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.â€œBeneficial Ownership Regulationâ€ means 31 CFR Â§ 1010.230.â€œBenefit Arrangementâ€ means at any time an employee benefit plan within the meaning of Section 3(3) of ERISA which is not a Plan or a Multiemployer Plan and which is maintained or otherwise contributed to by any member of the ERISA Group.Â Â Â Â â€œBid Rate Borrowingâ€ has the meaning given that term in SectionÂ 2.2.(b).Â Â Â Â Â Â â€œBid Rate Loanâ€ means a loan made by a Lender under SectionÂ 2.2.(f).Â Â Â Â Â Â â€œBid Rate Noteâ€ means a promissory note of the Borrower substantially in the form of ExhibitÂ B, payable to the order of a Lender and otherwise duly completed and in any event shall include any new Bid Rate Note that may be issued from time to time pursuant to Section 12.5.(g).Â Â Â Â Â Â Â Â Â Â Â Â Â Â â€œBid Rate Quoteâ€ means an offer in accordance with SectionÂ 2.2.(c) by a Lender to make a Bid Rate Loan with one single specified interest rate.Â Â Â Â â€œBid Rate Quote Requestâ€ has the meaning given that term in SectionÂ 2.2.(b).Â Â Â Â â€œBorrowerâ€ has the meaning set forth in the introductory paragraph hereof and shall include the Borrowerâ€™s successors and permitted assigns.Â Â Â Â â€œBusiness Dayâ€ means (a)Â for all purposes other than as set forth in clauseÂ (b) below, any day (other than a Saturday, Sunday or legal holiday) on which banks in New York, New York, are open for the conduct of their commercial banking business, and (b)Â with respect to all notices and determinations in connection with, and payments of principal and interest on, any SOFR Loan, or any Base Rate Loan as to which the interest rate is determined by reference to Adjusted Daily Simple SOFR, any day that is a Business Day described in clause (a) and that is also a U.S. Government Securities Business Day. Unless specifically referenced in this Agreement as a Business Day, all references to â€œdaysâ€ shall be to calendar days.â€œCapital Reservesâ€ means, for any period and with respect to any Property, an amount equal to (a)(i)Â for any commercial Property which is not a multifamily Property (A) the aggregate square footage of all completed space of such Property times (B)Â $0.15 and (ii)Â for any multifamily Property (A) the number of multifamily units located on such Property times (B) $250, times (b)Â the number of days in such period divided by (c)Â 365. If the term Capital Reserves is used without reference to any specific Property or group of Properties, then it shall be determined on an aggregate basis with respect to all Properties of the Borrower and its Subsidiaries and the applicable Ownership Shares of all Properties of all Unconsolidated Affiliates. â€œCapitalization Rateâ€ means (a)Â 7.00% for Other Commercial Properties and (b)Â 5.75% for multifamily Properties. For purposes of this definition, if a Property is a mixed use Property, then the Capitalization Rate for such Property shall be determined by the use to which the greatest proportion of revenue is attributable for the preceding fiscal quarter.Â Â Â Â â€œCapitalized Lease Obligationsâ€ means obligations under a lease (or other arrangement conveying the right to use property) to pay rent or other amounts that are required to be capitalized for financial reporting purposes in accordance with GAAP. The amount of a Capitalized Lease Obligation is the capitalized amount of such obligation as would be required to be reflected on a balance sheet of the applicable Person prepared in accordance with GAAP; provided that, all obligations of any Person that are or would have been treated as operating leases for purposes of GAAP prior to the effectiveness of FASB ASC 842 shall continue to be accounted for as operating leases for purposes of all financial definitions and calculations for purpose of the Loan Documents (whether or not such obligations were in effect on such date) notwithstanding the fact that such obligations are required in accordance with FASB ASC 842 (on a prospective or retroactive basis or otherwise) to be treated as Capital Lease Obligations in the financial statements of such Person. Â Â Â Â â€œCash Collateralizeâ€ means to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the Issuing Banks or the Revolving Lenders, as collateral for Letter of Credit Liabilities or obligations of Revolving Lenders to fund participations in respect of Letter of Credit Liabilities, cash or deposit account balances or, if the Administrative Agent and any Issuing Bank shall agree in their sole discretion, other credit support, in each case pursuant to documentation in form and substance satisfactory Â Â Â Â Â Â Â Â to the Administrative Agent and such Issuing Bank. â€œCash Collateralâ€ shall have a meaning correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.Â Â Â Â â€œCash Equivalentsâ€ means (a)Â securities issued, guaranteed or insured by the United States of America or any of its agencies with maturities of not more than one year from the date acquired; (b)Â certificates of deposit with maturities of not more than one year from the date acquired issued by a United States federal or state chartered commercial bank of recognized standing, or a commercial bank organized under the laws of any other country which is a member of the Organisation for Economic Cooperation and Development, or a political subdivision of any such country, acting through a branch or agency, which bank has capital and unimpaired surplus in excess of $500,000,000 and which bank or its holding company has a short-term commercial paper rating of at least A-2 or the equivalent by S&P or at least P-2 or the equivalent by Moody's; (c)Â reverse repurchase agreements with terms of not more than seven days from the date acquired, for securities of the type described in clauseÂ (a) above and entered into only with commercial banks having the qualifications described in clauseÂ (b) above; (d)Â commercial paper issued by any Person incorporated under the laws of the United States of America or any State thereof and rated at least A-2 or the equivalent thereof by S&P or at least P-2 or the equivalent thereof by Moody's, in each case with maturities of not more than one year from the date acquired; and (e)Â investments in money market funds registered under the Investment Company Act of 1940, as amended, which have net assets of at least $500,000,000 and at least eighty-five percent (85%) of whose assets consist of securities and other obligations of the type described in clausesÂ (a) through (d) above. Â Â Â Â â€œClassâ€ means, when used in reference to (a) any Loan, such Loan or the other Loans made by the Lenders to the Borrower pursuant to SectionÂ 2.1. or 2.2., or a Loan or Loans of another class established pursuant to SectionsÂ 2.17. or 12.6.(e); (b) any Commitment, such Commitment is a Commitment on the date hereof or a commitment of another class established pursuant to SectionsÂ 2.17. or 12.6.(e); and (c) any Lender, refers to whether such Lender has a Loan or Commitment of a particular Class.Â Â Â Â â€œCommitmentâ€ means a Revolving Commitment or a Term Loan Commitment, as the context may require. â€œCommitment Percentageâ€ means, as to each Revolving Lender, the ratio, expressed as a percentage, of (a) the amount of such Lenderâ€™s Revolving Commitment to (b) the aggregate amount of the Revolving Commitments of all Revolving Lenders; provided, however, that if at the time of determination the Revolving Commitments have been terminated or been reduced to zero, the â€œCommitment Percentageâ€ of each Revolving Lender shall be the â€œCommitment Percentageâ€ of such Revolving Lender in effect immediately prior to such termination or reduction.Â Â Â Â â€œCommodity Exchange Actâ€ means the Commodity Exchange Act (7 U.S.C. Â§ 1 et seq.) as amended from time to time, and any successor statute.Â Â Â Â â€œCompliance Certificateâ€ has the meaning given that term in SectionÂ 8.3. Â Â Â Â â€œConforming Changesâ€ means, with respect to either the use or administration of an initial Benchmark or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the

definition of â€œBase Rate,â€ the definition of â€œBusiness Day,â€ the definition of â€œU.S. Government Securities Business Day,â€ the definition of â€œInterest Periodâ€ or any similar or analogous definition (or the addition of a concept of â€œinterest periodâ€), timing and frequency of determining rates and making payments of interest, timing of Â Â Â Â Â Â Â Â borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 4.4 and other technical, administrative or operational matters) that the Administrative Agent decides in its reasonable discretion may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and 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 that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents). Â Â Â Â â€œConnection Income Taxesâ€ means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.Â Â Â Â Â â€œConsolidated Adjusted EBITDAâ€ means, for any period (a)Â Consolidated EBITDA for such period minus (b)Â Capital Reserves for such period. Â Â Â Â â€œConsolidated EBITDAâ€ means, with respect to the Borrower and its Subsidiaries, determined on a consolidated basis for any period and without duplication, net earnings (loss) for such period excluding the following amounts (but only to the extent included in determining net earnings (loss) for such period): (a)Â depreciation and amortization expense and other non-cash charges for such period; (b)Â interest expense for such period; (c)Â income tax expense in respect of such period; (d)Â gains, losses, charges or expenses resulting from extraordinary, unusual or nonrecurring transactions for such period, including without limitation, non-recurring severance payments, sales of assets, early extinguishment or restructuring of Indebtedness (including prepayment premiums), acquisition costs, Reorganization costs, write-offs and forgiveness of debt and (e) other non-cash charges, including amortization expense for stock options and impairment charges or expenses (other than non-cash charges that constitute an accrual of a reserve for future cash payments). For purposes of this definition, net earnings (loss) shall (x)Â be determined before minority interests and distributions to holders of Preferred Equity Interest and (y)Â include the Borrowerâ€™s Ownership Share of net earnings (loss) of its Unconsolidated Affiliates, determined in a manner consistent with the determination of consolidated net earnings (loss) pursuant to the first sentence of this definition. Â Â Â Â â€œConsolidated Fixed Chargesâ€ means, for any period, the sum of (a)Â Consolidated Interest Expense for such period, (b)Â all regularly scheduled principal payments made with respect to Indebtedness of the Borrower and its Subsidiaries, determined on a consolidated basis, during such period, other than any balloon, bullet or similar principal payment which repays such Indebtedness in full and (c)Â all Preferred Dividends paid during such period. The Borrowerâ€™s Ownership Share of the expenses, payments, and dividends described in the foregoing clauses (a) through (c) of its Unconsolidated Affiliates, to the extent not already covered in such clauses, shall be included in determinations of Consolidated Fixed Charges. Â Â Â Â â€œConsolidated Interest Expenseâ€ means, with respect to the Borrower and its Subsidiaries, determined on a consolidated basis for any period, (a)Â all paid or accrued interest expense, including all letter of credit fees and all interest expense with respect to any Indebtedness in respect of which the Borrower or any of its Subsidiaries is wholly or partially liable whether pursuant to any repayment, interest carry, performance guarantee or otherwise (excluding (i) capitalized interest expense, (ii) amortization of deferred financing costs, (iii) any non-cash portion of interest expense attributable to â€œconvertible debtâ€ under FASB ASC 470-20, (iv) non-cash interest related to the reclassification of accumulated other comprehensive income (loss) related to settled hedges, and (v)Â  charges related to early Â Â Â Â Â Â Â Â extinguishment or restructuring of Indebtedness), plus (b)Â to the extent not already included in the foregoing clauseÂ (a) the Borrowerâ€™s Ownership Share of all interest expense described in such clause (a) for such period of its Unconsolidated Affiliates. Â Â Â Â â€œConsolidated Secured Indebtednessâ€ means, with respect to the Borrower and its Subsidiaries, determined on a consolidated basis at the time of computation, any Indebtedness that is secured in any manner by any Lien on any property and shall include the Borrowerâ€™s Ownership Share of the Indebtedness of any of its Unconsolidated Affiliates that is secured in any manner by any Lien on any property of its Unconsolidated Affiliates; provided, however, that any Indebtedness that is secured only by a pledge of Equity Interests shall not be deemed to be Consolidated Secured Indebtedness. Â Â Â Â â€œConsolidated Total Asset Valueâ€ means, at a given time, the sum (without duplication) of all of the following of the Borrower and its Subsidiaries determined on a consolidated basis in accordance with GAAP applied on a consistent basis: (a)Â Unrestricted Cash; plus (b)Â the quotient of (i)Â the Net Operating Income for each Property owned, or leased as lessee under a ground lease, by the Borrower or any Subsidiary (including any 1031 Property but excluding a Property the value of which is included in the determination of Consolidated Total Asset Value under any of the immediately following clauses (c), (e) or (f)), for the fiscal quarter most recently ended multiplied by 4, divided by (ii)Â the applicable Capitalization Rate; plus (c)Â the acquisition cost of Properties (including any 1031 Property) acquired during the period of six fiscal quarters most recently ended; provided that the Borrower may irrevocably elect that the value of a recently acquired Property not yet owned for six quarters be determined in accordance with the preceding clauseÂ (b); plus (d)Â all Construction-in-Process for all Development Properties; plus (e)Â the aggregate Major Redevelopment Property Values of all Major Redevelopment Properties; plus (f)Â Â  (x) the GAAP book value of Unimproved Land and (y) the undepreciated GAAP book value of the Property known as Watergate 600 located in the District of Columbia; plus (g)Â the contractual purchase price of Properties of the Borrower and its Subsidiaries subject to purchase obligations, repurchase obligations, forward commitments and unfunded obligations but only to the extent such amounts are included in determinations of Consolidated Total Indebtedness; plus (h)Â Marketable Securities, valued at the lower of cost or Fair Market Value (to the extent that the Fair Market Value of such Marketable Securities is reasonably capable of being verified or is otherwise acceptable to the Administrative Agent); plus (i)Â the aggregate book value of Mortgage Receivables. The Borrowerâ€™s Ownership Share of assets held by Unconsolidated Affiliates (excluding assets of the type described in the immediately preceding clause (a) and (h)) will be included in the calculation of Consolidated Total Asset Value consistent with the above described treatment for wholly owned assets. Properties disposed of during the fiscal quarter most recently ended shall not be included in the calculation of Consolidated Total Asset Value. Other Commercial Properties may only contribute to Consolidated Total Asset Value to the extent applicable under clauses (c) and (f) above. In addition, to the extent (A)Â the amount of Consolidated Total Asset Value attributable to assets held by Unconsolidated Affiliates would exceed 20.0% of Consolidated Total Asset Value, such excess shall be excluded from Consolidated Total Asset Value and (B)Â the amount of Consolidated Total Asset Value attributable to Marketable Securities, Development Properties, Major Redevelopment Properties, Unimproved Land and Mortgage Receivables would exceed 30.0% of Consolidated Total Asset Value, such excess shall be excluded from Consolidated Total Asset Value. Â Â Â Â â€œConsolidated Total Indebtednessâ€ means, at any time of determination and without duplication, (a) the Indebtedness of the Borrower and its Subsidiaries, determined on a consolidated basis plus (b) the Borrowerâ€™s Ownership Share of the Indebtedness of the Borrowerâ€™s Unconsolidated Affiliates. Â Â Â Â Â Â Â Â Â Â â€œConsolidated Unsecured Indebtednessâ€ means, with respect to the Borrower and its Subsidiaries, determined on a consolidated basis at any time of determination, Consolidated Total Indebtedness (other than Indebtedness described in clauses (b) and (h) of the definition of such term) which is not Consolidated Secured Indebtedness; provided, however, that any Indebtedness that is secured only by a pledge of Equity Interests shall be deemed to be Consolidated Unsecured Indebtedness. Â Â Â Â â€œConstruction-in-Processâ€ means construction in process as determined in accordance with GAAP (including the book value for the portion of the land owned by the Borrower or a Subsidiary related to such Construction-in-Process). Â Â Â Â â€œContinueâ€, â€œContinuationâ€ and â€œContinuedâ€ each refers to the continuation of a SOFR Loan from one Interest Period to another Interest Period pursuant to SectionÂ 2.10.Â Â Â Â â€œContinuing Representationsâ€ means those representations and warranties made or deemed made under Sections 6.1.(a), (c), (d), (e), (h), (k), (l), (m), (o), (p), (s), (t), (v), (w), (x) and (y).Â Â Â Â â€œControlâ€ means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. â€œControllingâ€ and â€œControlledâ€ have meanings correlative thereto.Â Â Â Â â€œControlled JV Subsidiaryâ€ means a Subsidiary (a)Â that is not a Wholly Owned Subsidiary of the Borrower and (b)Â in respect of which the Borrower or a Wholly Owned Subsidiary of the Borrower owns or controls at least 80.0% of all outstanding Equity Interests.Â Â Â Â â€œConvertâ€, â€œConversionâ€ and â€œConvertedâ€ each refers to the conversion of a Loan of one Type into a Loan of another Type pursuant to SectionÂ 2.11.Â Â Â Â 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 Â Â Â â€œCredit Eventâ€ means any of the following: (a)Â the making (or deemed making) of any Loan and (b)Â  the issuance of a Letter of Credit or the amendment of a Letter of Credit that extends the maturity, or increases the Stated Amount, of such Letter of Credit.Â Â Â Â â€œCredit Ratingâ€ means the rating assigned by a Rating Agency to the senior unsecured long term Indebtedness of a Person. â€œDaily Simple SOFR Loanâ€ means any Term Loan or Revolving Loan bearing interest at a rate based on Adjusted Daily Simple SOFR (other than pursuant to the Adjusted Daily Simple SOFR component of the definition of â€œBase Rateâ€).Â Â Â Â â€œDebtor Relief Lawsâ€ means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar Applicable Laws relating to the relief of debtors in the United States of America or other applicable jurisdictions from time to time in effect.Â Â Â Â â€œDefaultâ€ means any of the events specified in SectionÂ 10.1., whether or not there has been satisfied any requirement for the giving of notice, the lapse of time, or both; provided, however, that the Â Â Â Â Â Â Â Â failure to make any payment of interest or any payment of fees provided for in Section 3.5.(b) or 3.5.(c) shall not constitute a Default unless and until such failure continues for 10 Business Days following the Administrative Agentâ€™s delivery to the Borrower of an invoice therefor (which delivery may be effected by actual delivery of the written invoice or by electronic communications pursuant to Section 8.5.).Â Â Â Â â€œDefaulting Lenderâ€ means, subject to SectionÂ 3.9.(f), any Lender that (a)Â has failed to (i)Â fund all or any portion of its Loans within 2 Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lenderâ€™s reasonable 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, or (ii)Â pay to the Administrative Agent, any Issuing Banks or any other Lender any other amount required to be paid by it hereunder (including, with respect to a Revolving Lender, in respect of its participation in Letters of Credit) within 2 Business Days of the date when due, (b)Â has notified the Borrower, the Administrative Agent or any Issuing Bank 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 or public statement relates to such Lenderâ€™s obligation to fund a Loan hereunder and states that such position is based on such Lenderâ€™s reasonable 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)Â in the case of a Revolving Lender, has failed, within 3 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 Lender shall cease to be a Defaulting Lender pursuant to this clauseÂ (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d)Â has, or has a direct or indirect parent company that has, (i)Â become the subject of a proceeding under any Debtor Relief Law, (ii)Â 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 or (iii) become the subject of a Bail-In Action; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender 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 Lender with immunity from the jurisdiction of courts within the United States of America or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clausesÂ (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to SectionÂ 3.9.(f)) upon delivery of written notice of such determination to the Borrower, each Issuing Bank and each Lender.Â Â Â Â â€œDerivatives Contractâ€ means a â€œswap agreementâ€ as defined in Section 101 of the Bankruptcy Code. Â Â Â Â â€œDerivatives Termination Valueâ€ means, in respect of any one or more Derivatives Contracts, after taking into account the effect of any legally enforceable netting agreement or provision relating thereto, (a)Â for any date on or after the date such Derivatives Contracts have been terminated or closed out, the termination amount or value determined in accordance therewith, and (b)Â for any date prior to the date such Derivatives Contracts have been terminated or closed out, the then-current mark-to-market value for such Derivatives Contracts, determined based upon one or more mid-market quotations or Â Â Â Â Â Â Â Â estimates provided by any recognized dealer in Derivatives Contracts (which may include the Administrative Agent, any Lender or any of their respective Affiliates). Â Â Â Â â€œDesignated Lenderâ€ means a special purpose corporation which is an Affiliate of, or sponsored by, a Lender, that is engaged in making, purchasing or otherwise investing in commercial loans in the ordinary course of its business and that issues (or the parent of which issues) commercial paper rated at least P-1 (or the then equivalent grade) by Moodyâ€™s or A-1 (or the then equivalent grade) by S&P that, in either case, (a) is organized under the laws of the United States of America or any state thereof, (b) shall have become a party to this Agreement pursuant to SectionÂ 12.5.(g) and (c)Â is not otherwise a Lender.Â Â Â Â â€œDesignating Lenderâ€ has the meaning given that term in SectionÂ 12.5.(g).Â Â Â Â â€œDesignation Agreementâ€ means a Designation Agreement between a Lender and a Designated Lender and accepted by the Administrative Agent, substantially in the form of ExhibitÂ C or such other form as may be agreed to by such Lender, such Designated Lender and the Administrative Agent.Â Â Â Â â€œDevelopment Propertyâ€ means a Property currently under development or redevelopment (or which (as determined in good faith by the Borrower) will commence development or redevelopment within 12 months) that (i) has not achieved, does not or will not maintain an Occupancy Rate of 80% or more or, subject to the last sentence of this definition, on which the improvements (other than tenant improvements on unoccupied space) related to the development or redevelopment have not been completed and (ii) the Borrower has elected to classify as a Development Property. The term â€œDevelopment Propertyâ€ shall include real property of the type described in the immediately preceding sentence that satisfies both of the following conditions: (i) it is expected to be (but has not yet been) acquired by the Borrower, any Subsidiary or any Unconsolidated Affiliate upon completion of construction pursuant to a contract in which the seller of such real property is required to develop or renovate prior to, and as a condition precedent to, such acquisition and (ii) a third party is developing such property using the proceeds of a loan that is Guaranteed by, or is otherwise recourse to, the Borrower, any Subsidiary or any Unconsolidated Affiliate. A Development Property shall cease to be a Development Property at such time as either (i) all improvements (other than tenant improvements on unoccupied space) related to the development of such Property have been substantially completed for at least 4 full fiscal quarters (notwithstanding the fact that such Property may not achieved an Occupancy Rate of at least 80%) or (ii) the Borrower irrevocably elects to no longer treat such Property as a Development Property. Â Â Â Â â€œDisbursement Instruction Agreementâ€ means an agreement substantially in the form of ExhibitÂ D to be executed and delivered by the Borrower pursuant to SectionÂ 5.1.(a)(x), as the same may be amended, restated or modified from time to time with the prior written approval of the Administrative Agent.Â Â Â Â â€œDollarsâ€ or â€œ$â€ means the lawful currency of the United States of America.Â Â Â Â â€œEATâ€ has the meaning given that term in the definition of 1031 Property.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) 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 financial institution established in an EEA Member Country which is a Â Â Â Â Â Â Â Â subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.Â Â Â Â â€œEEA Member Countryâ€ means any of the member states 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 credit institution or investment firm established in any EEA Member Country.Â Â Â Â â€œEffective Dateâ€ means the later of (a)Â the Agreement Date and (b)Â the date on which all of the conditions precedent set forth in SectionÂ 5.1. shall have been fulfilled or waived by all of the Lenders.â€œEligible 1031 Propertyâ€ means a 1031 Property which satisfies all of the following requirements: (a)Â such Property is (i) a multifamily Property or (ii) an Other Commercial Property; (b)Â such Property is located in a State of the United States of America or in the District of Columbia; (c)Â the Borrower or a Wholly Owned Subsidiary thereof leases such 1031 Property from the applicable EAT (or Wholly Owned Subsidiary(ies) thereof, as applicable) and the Borrower or a Wholly Owned Subsidiary thereof manages such 1031 Property; (d)Â the Borrower or a Wholly Owned Subsidiary thereof is obligated to purchase such 1031 Property (or Wholly Owned Subsidiary(ies) of the applicable EAT that owns such 1031 Property) from the applicable EAT (or such Wholly Owned Subsidiary(ies) of the EAT, as applicable) (other than in circumstances where the 1031 Property is disposed of by the Borrower or any

Subsidiary); (e) the applicable EAT is obligated to transfer such 1031 Property (or its Wholly Owned Subsidiary(ies) that owns such 1031 Property, as applicable) to the Borrower or a Wholly Owned Subsidiary thereof, directly or indirectly (including through a QI); (f) the applicable EAT (or Wholly Owned Subsidiary(ies) thereof that owns such 1031 Property, as applicable) acquired such 1031 Property with the proceeds of a loan made by the Borrower or a Wholly Owned Subsidiary, which loan is secured either by a Mortgage on such 1031 Property and/or a pledge of all of the Equity Interests of the applicable Wholly Owned Subsidiary(ies) of an EAT that owns such 1031 Property, as applicable); (g)Â neither such 1031 Property, nor if such Property is owned or leased by a Subsidiary, any of the Borrowerâ€™s direct or indirect ownership interest in such Subsidiary, is subject to (i)Â any Lien (other than Permitted Liens or the Lien of a Mortgage or pledge referred to in the immediately preceding clauseÂ (e)) or (ii)Â a Negative Pledge, except (x)Â Permitted Negative Pledge Provisions and (y)Â a Negative Pledge binding on the EAT in favor of the Borrower or any Wholly Owned Subsidiary; and (h)Â such 1031 Property is either (i)Â free of all structural defects or major architectural deficiencies, title defects, environmental conditions or other adverse matters except for defects, deficiencies, conditions or other matters individually or collectively which are not material to the profitable operation of such Property or (ii)Â the Borrower has identified all structural defects, major architectural deficiencies, title defects, environmental conditions or other adverse matters related to such Property which are material to the profitable operation of such Property and delivered any documents, reports, appraisals or other information relating to such Property including, without limitation, a copy of a recent ALTA Ownerâ€™s Policy of Title Insurance and a â€œPhase Iâ€ environmental assessment in accordance with ASTM E 1527-00 standards (or ASTM E 1527-05 standards, if applicable) as reasonably requested by the Administrative Agent, and the Administrative Agent has agreed to allow such Property to be an Eligible 1031 Property subject to any discounts in the amount of the Unencumbered Pool Value attributable to such Property reasonably deemed necessary by the Administrative Agent as a result of such structural defects, title defects, environmental conditions or other adverse matters. In no event shall a 1031 Property qualify as an Eligible 1031 Property for a period in excess of 185Â consecutive days or such later period (plus 5 consecutive days) if the relevant period Â Â Â Â Â Â Â Â under Section 1031 of the Code (including the Treasury Regulations thereunder, and including as provided under Rev. Proc. 2000-37 (as modified by Rev. Proc. 2004-51)) is extended pursuant to Rev. Proc. 2007-56 (or relevant successor or replacement guidance). A Property shall be excluded from calculations of Unencumbered NOI and Unencumbered Pool Value as an Eligible 1031 Property if such Property shall cease to be an Eligible 1031 Property; provided that a Property so excluded shall again be included in such calculations upon satisfying the requirements of an Eligible 1031 Property. Notwithstanding anything to the contrary set forth herein, for purposes of determining Consolidated Total Asset Value and Unencumbered NOI, such 1031 Property shall be deemed to have been owned or leased by a Wholly Owned Subsidiary of the Borrower from the date acquired by the applicable EAT (or Wholly Owned Subsidiary(ies) of the EAT that owns such 1031 Property, as applicable).Â Â Â Â â€œEligible Assigneeâ€ means (a) a Lender, (b) an Affiliate of a Lender, (c) an Approved Fund and (d) any other Person (other than a natural person) approved by the Administrative Agent (such approval not to be unreasonably withheld or delayed).â€œEligible Ground Leaseâ€ means a ground lease pursuant to which the Borrower or any of its Subsidiaries is a lessee and that contains terms and conditions customarily required by mortgagees making a loan secured by the interest of the holder of the leasehold estate demised pursuant to a ground lease, including without limitation, the following: (a)Â a remaining term (including renewal options exercisable at lesseeâ€™s sole option) of 25 years or more from the Agreement Date or, in the case of a shorter term, the leasehold interest of the Borrower or applicable Subsidiary therein reverts to a fee interest of the Borrower or such Subsidiary without requirement that the Borrower or such Subsidiary pay any consideration for such reversion other than consideration that is nominal or reasonably estimated by the Borrower to be less than twenty percent (20%) of the Fair Market Value of such Property, as confirmed by the Administrative Agent; (b)Â the right of the lessee to pledge, mortgage and encumber its interest in the leased property, and to amend the terms of any such pledge, mortgage or encumbrance, in each case, without the consent of the lessor; (c)Â the obligation of the lessor to give the holder of any mortgage Lien on such leased property written notice of any defaults on the part of the lessee and agreement of such lessor that such lease will not be terminated until such holder has had a reasonable opportunity to cure or complete foreclosures, and fails to do so; (d)Â reasonable transferability of the lesseeâ€™s interest under such lease, including ability to sublease; (e)Â acceptable limitations on the use of the leased property; and (f) clearly determinable rental payment terms which in no event contain profit participation rights. Notwithstanding the foregoing, in the case of a surface parking lot or structure ancillary to a Property subject to a ground lease, the requirements of this definition shall not be required to be satisfied with respect to such surface parking lot or structure if the rights associated therewith are not material to the profitable operation of such Property. Â Â Â Â â€œEligible Propertyâ€ means a Property which satisfies all of the following requirements: (a)Â such Property is (i) a multifamily Property, (ii) an Other Commercial Property or (iii) the Property known as Watergate 600 located in the District of Columbia; (b)Â such Property is owned in fee simple, or leased under an Eligible Ground Lease, by the Borrower, a Wholly Owned Subsidiary or a Controlled JV Subsidiary; (c)Â such Property is located in a State of the United States of America or in the District of Columbia; (d)Â neither such Property, nor if such Property is owned or leased by a Subsidiary, any of the Borrowerâ€™s direct or indirect ownership interest in such Subsidiary, is subject to (i)Â any Lien (other than Permitted Liens) or (ii)Â a Negative Pledge, except (x)Â Permitted Negative Pledge Provisions and (y)Â a Property owned or leased by a Controlled JV Subsidiary, and the Borrowerâ€™s direct or indirect ownership interest in such Controlled JV Subsidiary, may be subject to a Negative Pledge arising out of the consent rights of any holder of Equity Interests in such Controlled JV Subsidiary described in the following clauseÂ (e); (e)Â if such Property is owned or leased by a Subsidiary, the Borrower directly, or indirectly Â Â Â Â Â Â Â Â through a Subsidiary, has the right to take the following actions without the need to obtain the consent of any Person (except in the case of a Property owned or leased by a Controlled JV Subsidiary, for the consent of any holder of Equity Interests in such Controlled JV Subsidiary): (x)Â to sell, transfer or otherwise dispose of such Property and (y)Â to create Liens on such Property as security for Indebtedness of the Borrower or such Subsidiary, as applicable; and (f)Â such Property is either (i)Â free of all structural defects or major architectural deficiencies, title defects, environmental conditions or other adverse matters except for defects, deficiencies, conditions or other matters individually or collectively which are not material to the profitable operation of such Property or (ii)Â the Borrower has identified all structural defects, major architectural deficiencies, title defects, environmental conditions or other adverse matters related to such Property which are material to the profitable operation of such Property and delivered any documents, reports, appraisals or other information relating to such Property including, without limitation, a copy of a recent ALTA Ownerâ€™s Policy of Title Insurance and a â€œPhase Iâ€ environmental assessment in accordance with ASTM E 1527-00 standards (or ASTM E 1527-05 standards, if applicable) as reasonably requested by the Administrative Agent, and the Administrative Agent has agreed to allow such Property to be Eligible Property subject to any discounts in the amount of the Unencumbered Pool Value attributable to such Property reasonably deemed necessary by the Administrative Agent as a result of such structural defects, title defects, environmental conditions or other adverse matters. A Property shall be excluded from calculations of Unencumbered NOI and Unencumbered Pool Value if such Property shall cease to be an Eligible Property; provided that a Property so excluded shall again be included in such calculations upon satisfying the requirements of an Eligible Property. Notwithstanding anything to the contrary above in this definition, an Eligible 1031 Property shall also constitute an Eligible Property.Â Â Â Â â€œEnvironmental Claimsâ€ means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, accusations, allegations, notices of noncompliance or violation, investigations (other than internal reports prepared by any Person in the ordinary course of business and not in response to any third party action or request of any kind) or proceedings relating in any way to any actual or alleged violation of or liability under any Environmental Law or relating to any permit issued, or any approval given, under any such Environmental Law, including, without limitation, any and all claims by Governmental Authorities for enforcement, cleanup, removal, response, remedial or other actions or damages, contribution, indemnification cost recovery, compensation or injunctive relief resulting from Hazardous Materials or arising from alleged injury or threat of injury to human health or the environment.Â Â Â Â â€œEnvironmental Lawsâ€ means any Applicable Law relating to environmental protection or the manufacture, storage, remediation, disposal or clean-up of Hazardous Materials including, without limitation, the following: Clean Air Act, 42 U.S.C. Â§ 7401 et seq.; Federal Water Pollution Control Act, 33 U.S.C. Â§ 1251 et seq.; Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Â§ 6901 et seq.; Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Â§Â§ 9601 et seq.; National Environmental Policy Act, 42 U.S.C. Â§ 4321 et seq.; regulations of the Environmental Protection Agency, any applicable rule of common law and any judicial interpretation thereof relating primarily to the environment or Hazardous Materials, and any analogous or comparable state or local laws, regulations or ordinances that concern Hazardous Materials or protection of the environment.Â Â Â Â â€œEquity Interestâ€ means, with respect to any Person, any share of capital stock of (or other ownership or profit interests in) such Person, any warrant, option or other right for the purchase or other acquisition from such Person of any share of capital stock of (or other ownership or profit interests in) such Person, whether or not certificated, any security convertible into or exchangeable for any share of capital stock of (or other ownership or profit interests in) such Person or warrant, right or option for the purchase or other acquisition from such Person of such shares (or such other interests), and any other Â Â Â Â Â Â Â Â ownership or profit interest in such Person (including, without limitation, partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such share, warrant, option, right or other interest is authorized or otherwise existing on any date of determination. Â Â Â Â â€œERISAâ€ means the Employee Retirement Income Security Act of 1974, as in effect from time to time.Â Â Â Â â€œERISA Eventâ€ means, with respect to the ERISA Group, (a)Â any â€œreportable eventâ€ as defined in SectionÂ 4043 of ERISA with respect to a Plan (other than an event for which the 30-day notice period is waived); (b)Â the withdrawal of a member of the ERISA Group from a Plan subject to SectionÂ 4063 of ERISA during a plan year in which it was a â€œsubstantial employerâ€ as defined in SectionÂ 4001(a)(2) of ERISA or a cessation of operations that is treated as such a withdrawal under SectionÂ 4062(e) of ERISA; (c)Â the incurrence by a member of the ERISA Group of any liability with respect to the withdrawal or partial withdrawal from any Multiemployer Plan; (d)Â the incurrence by any member of the ERISA Group of any liability under TitleÂ IV of ERISA with respect to the termination of any Plan or Multiemployer Plan; (e)Â the institution of proceedings to terminate a Plan or Multiemployer Plan by the PBGC; (f)Â the failure by any member of the ERISA Group to make when due required contributions to a Multiemployer Plan or Plan unless such failure is cured within 30 days or the filing pursuant to SectionÂ 412(c) of the Internal Revenue Code or SectionÂ 302(c) of ERISA of an application for a waiver of the minimum funding standard; (g)Â any other event or condition that might reasonably be expected to constitute grounds under SectionÂ 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan or Multiemployer Plan or the imposition of liability under SectionÂ 4069 or 4212(c) of ERISA; (h)Â the receipt by any member of the ERISA Group of any notice or the receipt by any Multiemployer Plan from any member of the ERISA Group of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent (within the meaning of SectionÂ 4245 of ERISA), in reorganization (within the meaning of SectionÂ 4241 of ERISA), or in â€œcriticalâ€ status (within the meaning of SectionÂ 432 of the Internal Revenue Code or SectionÂ 305 of ERISA); (i)Â  the imposition of any liability under TitleÂ IV of ERISA, other than for PBGC premiums due but not delinquent under SectionÂ 4007 of ERISA, upon any member of the ERISA Group or the imposition of any Lien in favor of the PBGC under Title IV of ERISA; or (j)Â a determination that a Plan is, or is reasonably expected to be, in â€œat riskâ€ status (within the meaning of SectionÂ 430 of the Internal Revenue Code or SectionÂ 303 of ERISA).Â Â Â Â â€œERISA Groupâ€ means the Borrower, any Subsidiary and 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 or any Subsidiary, are treated as a single employer under SectionÂ 414 of the Internal Revenue Code.â€œErroneous Paymentâ€ has the meaning assigned thereto in Section 11.11(a).â€œErroneous Payment Deficiency Assignmentâ€ has the meaning assigned thereto in Section 11.11(d).â€œErroneous Payment Impacted Classâ€ has the meaning assigned thereto in Section 11.11(d).â€œErroneous Payment Return Deficiencyâ€ has the meaning assigned thereto in Section 11.11(d).â€œESGâ€ has the meaning assigned thereto in Section 12.6(h).Â Â Â Â Â Â Â Â â€œESG Amendmentâ€ has the meaning assigned thereto in Section 12.6(h).â€œESG Applicable Rate Adjustmentâ€ has the meaning assigned thereto in Section 12.6(h).â€œESG KPI Metricsâ€ has the meaning assigned thereto in Section 12.6(h).â€œESG Pricing Provisionsâ€ has the meaning assigned thereto in Section 12.6(h).â€œEU Bail-In Legislation Scheduleâ€ means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor thereto), as in effect from time to time.Â Â Â Â â€œEvent of Defaultâ€ means any of the events specified in SectionÂ 10.1., provided that any requirement for notice or lapse of time or any other condition has been satisfied.Â Â Â Â â€œExcluded Subsidiaryâ€ means (a)(i)Â any Subsidiary that holds title to assets or, in the case of a 1031 Property, leasing such 1031 Property from a QI or EAT, that are (or become) collateral for any Indebtedness of such Subsidiary (or EAT (or Wholly Owned Subsidiary(ies) thereof) or QI, as applicable) that is secured in any manner by any Lien (â€œSubsidiary Secured Indebtednessâ€) or (ii)Â any Subsidiary that is a direct or indirect owner of a Subsidiary with title to assets described in the immediately preceding clause (a)(i) (but which has no assets other than the Equity Interests in such Subsidiary (or if an indirect owner, other than the Equity Interests in another direct or indirect owner of such Subsidiary) and other assets of nominal value incidental thereto) and which, in the case of clauses (a)(i) and (a)(ii), is prohibited from Guaranteeing the Indebtedness of any Person (other than, in the case of a Subsidiary described in clause (a)(ii), the Subsidiary Secured Indebtedness of the Subsidiary of which it is the owner) pursuant to (A)Â any document, instrument or agreement evidencing such Subsidiary Secured Indebtedness or (B)Â a provision included in such Subsidiaryâ€™s organizational documents as a condition to the extension of such Subsidiary Secured Indebtedness, or (b)Â any Subsidiary (the â€œSubsidiary Guarantorâ€) obligated pursuant to a limited recourse Guarantee by such Subsidiary Guarantor in respect of Indebtedness incurred or assumed by another Subsidiary (the â€œGuarantied Subsidiaryâ€) that is either (i)Â a direct, Wholly Owned Subsidiary of such Subsidiary Guarantor or (ii)Â the direct owner of such Subsidiary Guarantor, so long as (x)Â in either case, such limited recourse Guarantee is secured by an indemnity deed of trust on the Property owned by such Subsidiary Guarantor, (y)Â in either case, such Subsidiary Guarantor is prohibited from Guaranteeing the Indebtedness of any Person other than the Guarantied Subsidiary pursuant to (1)Â any document, instrument or agreement evidencing such Indebtedness or (2)Â a provision included in such Subsidiary Guarantorâ€™s organizational documents as a condition to the extension of such Indebtedness, and (z)Â such Subsidiary Guarantor owns no assets other than the Property subject to the indemnity deed of trust and other assets of nominal value incidental thereto, and, in the case where the Guarantied Subsidiary is a Wholly Owned Subsidiary of such Subsidiary Guarantor, Equity Interests in the Guarantied Subsidiary. A Subsidiary shall only remain an Excluded Subsidiary for so long as the criteria in clauses (a) or (b) above are satisfied. For purposes of Section 9.3, in addition to the Subsidiaries described in clauses (a) and (b) above, a Guarantied Subsidiary shall be an â€œExcluded Subsidiaryâ€. Â Â Â Â â€œExcluded Swap Obligationâ€ means, with respect to any Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the liability of such Loan Party for or the Guarantee of such Loan Party of, or the grant by such Loan Party of a Lien to secure, such Swap Obligation (or any liability or guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Partyâ€™s failure for any reason to constitute an â€œeligible contract Â Â Â Â Â Â Â Â participantâ€ as defined in the Commodity Exchange Act and the regulations thereunder at the time the liability for or the Guarantee of such Loan Party or the grant of such Lien becomes effective with respect to such Swap Obligation (such determination being made after giving effect to any applicable keepwell, support or other agreement for the benefit of the applicable Loan Party, including under SectionÂ 31 of the Guaranty). If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or Lien is or becomes illegal for the reasons identified in the immediately preceding sentence of this definition.Â Â Â Â 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 Lender, 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 in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to an Applicable Law in effect on the date on which (i)Â such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under SectionÂ 4.6.) or (ii)Â such Lender changes its lending office, except in each case to the extent that, pursuant to SectionÂ 3.10., amounts with respect to such Taxes were payable either to such Lenderâ€™s assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c)Â Taxes attributable to such Recipientâ€™s failure to comply with SectionÂ 3.10.(g) and (d)Â any U.S. federal withholding Taxes imposed under FATCA.Â Â Â Â â€œExisting Credit Agreementâ€ has the meaning given that term in the second WHEREAS clause of this Agreement.Â Â Â Â â€œExisting Letters of Creditâ€ means the letters of credit issued and outstanding under the Existing Credit Agreement and set forth on Schedule 1.1.Â Â Â Â Â Â â€œExtended Commitmentâ€ means any Class of Commitments the maturity of which shall have been extended pursuant to Section 12.6.(g).Â Â Â Â Â Â â€œExtended Letter of Creditâ€ has the meaning given that term in SectionÂ 2.3.(b).Â Â Â Â Â Â â€œExtended Revolving Loansâ€ means any

Revolving Loans made pursuant to the Extended Commitments.Â Â Â Â â€œExtended Term Loansâ€ means any Class of Term Loans the maturity of which shall have been extended pursuant to Section 12.6.(g).Â Â Â Â Â â€œExtensionâ€ has the meaning given that term in SectionÂ 12.6.(g)(i).Â Â Â Â â€œExtension Amendmentâ€ means an amendment to this Agreement (which may, at the option of the Administrative Agent and the Borrower, be in the form an amendment and restatement of this Agreement) among the Loan Parties, the applicable extending Lenders, the Administrative Agent and, to the extent required by Section 12.6.(g) the Issuing Banks implementing an Extension in accordance with Section 12.6.(g).Â Â Â Â Â Â Â Â Â Â Â Â â€œExtension Offerâ€ has the meaning given that term in SectionÂ 12.6.(g)(i).Â Â Â Â â€œFair Market Valueâ€ means, (a)Â with respect to a security listed on a national securities exchange or the NASDAQ National Market, the price of such security as reported on such exchange or market by any widely recognized reporting method customarily relied upon by financial institutions and (b)Â with respect to any other property, the price which could be negotiated in an arm's-length free market transaction, for cash, between a willing seller and a willing buyer, neither of which is under pressure or compulsion to complete the transaction. Â Â Â Â â€œFASB ASCâ€ means the Accounting Standards Codification of the Financial Accounting Standards Board.Â Â Â Â Â â€œFATCAâ€ means Sections 1471 through 1474 of the Internal Revenue 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) and any current or future regulations or official interpretations thereof and any agreements entered into pursuant to SectionÂ 1471(b)(1) of the Internal Revenue Code.Â Â Â Â â€œFDICâ€ means the Federal Deposit Insurance Corporation.Â Â Â Â â€œFederal Funds Rateâ€ means, for any period, a fluctuating interest rate per annum equal for each day during such period to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published for such day (or, if such day is not a Business Day, for the immediately preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three Federal Funds brokers of recognized standing selected by the Administrative Agent. If the Federal Funds Rate determined as provided above would be less than zero, the Federal Funds Rate shall be deemed to be zero. Â Â Â Â â€œFee Letterâ€ means those certain fee letters by and between or among the Borrower, Wells Fargo, Wells Fargo Securities, LLC, KeyBank, KeyBanc Capital Markets, Inc., and certain other Lead Arrangers entered into with respect to the facilities evidenced by this Agreement.Â Â Â Â â€œFeesâ€ means the fees and commissions provided for or referred to in SectionÂ 3.5. and any other fees payable by the Borrower hereunder, under any other Loan Document or under any Fee Letter.â€œFitchâ€ means Fitch, Inc., or any successor.Â Â Â Â â€œFloorâ€ means a rate of interest equal to 0.00%.Â Â Â Â â€œForeign Lenderâ€ means (a)Â if the Borrower is a U.S. Person, a Lender that is not a U.S. Person, and (b)Â if the Borrower is not a U.S. Person, a Lender that is resident or organized under the laws of a jurisdiction other than that in which the Borrower is resident for tax purposes. Â Â Â Â â€œFRBâ€ means the Board of Governors of the Federal Reserve System of the United States.Â Â Â Â Â Â Â Â â€œFronting Exposureâ€ means, at any time there is a Revolving Lender that is a Defaulting Lender, with respect to any Issuing Bank, such Defaulting Lenderâ€™s Commitment Percentage of the outstanding Letter of Credit Liabilities with respect to Letters of Credit issued by such Issuing Bank other Â Â Â Â Â Â Â Â than Letter of Credit Liabilities as to which such Defaulting Lenderâ€™s participation obligation has been reallocated to other Revolving Lenders or Cash Collateralized in accordance with the terms hereof.Â Â Â Â â€œFundâ€ means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.Â Â Â Â â€œFunds From Operationsâ€ means, with respect to a Person and for a given period, Funds from Operations as defined from time to time by the National Association of Real Estate Investment Trusts. Â Â Â Â â€œGAAPâ€ means generally accepted accounting principles in the United States of America set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (including Statement of Financial Accounting Standards No. 168, â€œThe FASB Accounting Standards Codificationâ€) or in such other statements by such other entity as may be approved by a significant segment of the accounting profession in the United States of America, which are applicable to the circumstances as of the date of determination.Â Â Â Â â€œGovernmental Approvalsâ€ means all authorizations, consents, approvals, licenses and exemptions of, registrations and filings with, and reports to, all Governmental Authorities.Â Â Â Â â€œGovernmental Authorityâ€ means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, administrative, public or statutory instrumentality, authority, body, agency, bureau, commission, board, department or other entity (including, without limitation, the Federal Deposit Insurance Corporation, the Comptroller of the Currency or the Federal Reserve Board, any central bank or any comparable authority) exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank), or any arbitrator with authority to bind a party at law.Â Â Â Â â€œGross Construction Budgetâ€ means the fully-budgeted costs for the acquisition of, and construction or renovation of improvements on, a Property (or phase of development or renovation of a Property), including without limitation the cost of acquiring such Property (if applicable), reserves for construction interest and operating deficits, tenant improvements, leasing commissions, and infrastructure costs, all as reasonably determined by the Borrower in good faith. Â Â Â Â â€œGuaranteed Obligationsâ€ means, collectively, (a)Â the Obligations and (b)Â all existing or future payment and other obligations owing by any Loan Party under any Specified Derivatives Contract (other than any Excluded Swap Obligation).Â Â Â Â â€œGuarantorâ€ means any Person that is party to the Guaranty as a â€œGuarantorâ€, including any Person that becomes a party to the Guaranty in accordance with SectionÂ 7.13. but excluding any Person released from the Guaranty pursuant to SectionÂ 7.13.(c). There are no Guarantors as of the Agreement Date.Â Â Â Â â€œGuarantyâ€, â€œGuaranteedâ€ or to â€œGuaranteeâ€ as applied to any obligation means and includes: (a)Â a guaranty (other than by endorsement of negotiable instruments for collection in the ordinary course of business), directly or indirectly, in any manner, of any part or all of such obligation, or (b)Â an Â Â Â Â Â Â Â Â agreement, direct or indirect, contingent or otherwise, and whether or not constituting a guaranty, the practical effect of which is to assure the payment or performance (or payment of damages in the event of nonperformance) of any part or all of such obligation whether by: (i)Â the purchase of securities or obligations, (ii)Â the purchase, sale or lease (as lessee or lessor) of property or the purchase or sale of services primarily for the purpose of enabling the obligor with respect to such obligation to make any payment or performance (or payment of damages in the event of nonperformance) of or on account of any part or all of such obligation, or to assure the owner of such obligation against loss, rather than primarily for the purpose of acquiring property or services, (iii)Â the supplying of funds to or in any other manner investing in the obligor with respect to such obligation, (iv)Â repayment of amounts drawn down by beneficiaries of letters of credit (including Letters of Credit), or (v)Â the supplying of funds to or investing in a Person on account of all or any part of such Personâ€™s obligation under a Guaranty of any obligation or indemnifying or holding harmless, in any way, such Person against any part or all of such obligation. As the context requires, â€œGuarantyâ€ shall also mean the guaranty executed and delivered pursuant to SectionÂ 7.13. and substantially in the form of ExhibitÂ E. Â Â Â Â â€œHazardous Materialsâ€ means all or any of the following: (a)Â substances that are defined or listed in, or otherwise classified pursuant to, any applicable Environmental Laws as â€œhazardous substancesâ€, â€œhazardous materialsâ€, â€œhazardous wastesâ€, â€œtoxic substancesâ€ or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, reproductive toxicity, â€œTCLPâ€ toxicity, or â€œEP toxicityâ€; (b)Â oil, petroleum or petroleum derived substances, natural gas, natural gas liquids or synthetic gas and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources; (c)Â any flammable substances or explosives or any radioactive materials; (d)Â asbestos in any form; (e) toxic mold; and (f)Â electrical equipment which contains any oil or dielectric fluid containing levels of polychlorinated biphenyls in excess of fifty parts per million.Â Â Â Â Â Â Â Â â€œIndebtednessâ€ means, with respect to a Person, at the time of computation thereof, all of the following (without duplication): (a)Â all obligations of such Person in respect of money borrowed; (b)Â all obligations for the deferred purchase price of property or services (other than trade debt, accruals or bank drafts arising in the ordinary course of business); (c)Â all obligations of such Person, whether or not for money borrowed (i)Â represented by notes payable, or drafts accepted, in each case representing extensions of credit, (ii)Â evidenced by bonds, debentures, notes or similar instruments, or (iii)Â constituting purchase money indebtedness, conditional sales contracts, title retention debt instruments or other similar instruments, upon which interest charges are customarily paid or that are issued or assumed as full or partial payment for property or for services rendered (other than trade debt, accruals or bank drafts arising in the ordinary course of business); (d)Â Capitalized Lease Obligations of such Person; (e)Â all reimbursement obligations (contingent or otherwise) of such Person under or in respect of any letters of credit or acceptances (whether or not the same have been presented for payment); (f)Â all Off-Balance Sheet Liabilities of such Person; (g)Â all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Mandatorily Redeemable Stock issued by such Person or any other Person, valued at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; (h)Â all obligations of such Person in respect of any purchase obligation, repurchase obligation, takeout commitment or forward equity commitment, in each case evidenced by a binding agreement (excluding any such obligation (x)Â that would not then be required to be reflected as a liability on a balance sheet of such Person prepared in accordance with GAAP or (y)Â to the extent the obligation can be satisfied by the issuance of Equity Interests (other than Mandatorily Redeemable Stock)); (i)Â net obligations under any Derivatives Contract not entered into as a hedge against existing interest rate risk in respect of Indebtedness (which shall be deemed to have an amount equal to the Derivatives Termination Â Â Â Â Â Â Â Â Value thereof at such time but in no event shall be less than zero); (j)Â all Indebtedness of other Persons which such Person has guaranteed or is otherwise recourse to such Person (except for Nonrecourse Indebtedness Guarantees); and (k)Â all Indebtedness of another Person secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property or assets owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness or other payment obligation (valued, in the case of any such Indebtedness as to which recourse for the payment thereof is expressly limited to the property or assets on which such Lien is granted, at the lesser of (i) the stated or determinable amount of the Indebtedness that is so secured or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) and (ii) the Fair Market Value of such property or assets). Indebtedness of any Person shall include Indebtedness of any partnership or joint venture in which such Person is a general partner or joint venturer to the extent of such Personâ€™s Ownership Share of such partnership or joint venture (except if such Indebtedness, or portion thereof, is recourse to such Person, in which case the greater of such Personâ€™s Ownership Share of such Indebtedness or the amount of the recourse portion of such Indebtedness, shall be included as Indebtedness of such Person). Notwithstanding the use of GAAP, the calculation of Indebtedness shall not include any fair value adjustments to the carrying value of liabilities to record such liabilities at fair value pursuant to electing the fair value option election under FASB ASC 825-10-25 (formerly known as FAS 159, The Fair Value Option for Financial Assets and Financial Liabilities) or other FASB standards allowing entities to elect fair value option for financial liabilities. Â Â Â Â 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 or any other Loan Party under any Loan Document and (b)Â to the extent not otherwise described in the immediately preceding clauseÂ (a), Other Taxes.Â Â Â Â Â â€œInterest Periodâ€ means:Â Â Â Â Â (a)Â Â Â Â Â with respect to each Term SOFR Loan, each period commencing on the date such Term SOFR Loan is made, or in the case of the Continuation of a Term SOFR Loan the last day of the preceding Interest Period for such Loan, and ending on the numerically corresponding day in the first, third or sixth calendar month thereafter, as the Borrower may select in a Notice of Borrowing, Notice of Continuation or Notice of Conversion, as the case may be, except that each Interest Period that commences on the last Business Day of a calendar month (or on any day for which there is no numerically corresponding day in the appropriate subsequent calendar month) shall end on the last Business Day of the appropriate subsequent calendar month; andÂ Â Â Â (b)Â Â Â Â with respect to each Bid Rate Loan, the period commencing on the date such Bid Rate Loan is made and ending on any business day not less than 7 nor more than 90 days thereafter, as the Borrower may select as provided in SectionÂ 2.2.(b). Notwithstanding the foregoing: (i)Â if any Interest Period for a Class of Loans would otherwise end after the Termination Date for such Class of Loans, such Interest Period shall end on the Termination Date for such Class of Loans; (ii)Â each Interest Period that would otherwise end on a day which is not a Business Day shall end on the immediately following Business Day (or, if such immediately following Business Day falls in the next calendar month, on the immediately preceding Business Day) and (iii) no tenor that has been removed from this definition pursuant to Section 4.2(c)(iv) shall be available for specification in any Notice of Borrowing, Notice of Conversion or Notice of Continuation. Â Â Â Â Â Â Â Â Â Â Â Â â€œInternal Revenue Codeâ€ means the Internal Revenue Code of 1986, as amended.Â Â Â Â Â â€œInvestmentâ€ means, with respect to any Person, any acquisition or investment (whether or not of a controlling interest) by such Person, whether by means of any of the following: (a) the purchase or other acquisition of any Equity Interest in another Person, (b) a loan, advance or extension of credit to, capital contribution to, guaranty of Indebtedness of, or purchase or other acquisition of any Indebtedness of, another Person, including any partnership or joint venture interest in such other Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute the business or a division or operating unit of another Person. Any commitment to make an Investment in any other Person, as well as any option of another Person to require an Investment in such Person, shall constitute an Investment. Cash Equivalents shall not constitute Investments. Except as expressly provided otherwise, for purposes of determining compliance with any covenant contained in a Loan Document, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment. Â Â Â Â â€œInvestment Grade Ratingâ€ means a Credit Rating of BBB-/Baa3 (or the equivalent) or higher from a Rating Agency. Â Â Â Â â€œIssuing Bankâ€ means each of Wells Fargo and KeyBank, each in its capacity as an issuer of Letters of Credit pursuant to SectionÂ 2.3. Â Â Â Â â€œKeyBankâ€ means KeyBank National Association, and its successors and assigns.â€œL/C Commitment Amountâ€ has the meaning given to that term in SectionÂ 2.3.(a).Â Â Â Â Â â€œL/C Disbursementâ€ has the meaning given to that term in SectionÂ 3.9.(b).Â Â Â Â Â â€œLead Arrangerâ€ has the meaning given to that term in the introductory paragraph of this Agreement. â€œLenderâ€ means each financial institution from time to time party hereto as a â€œLenderâ€ or a â€œDesignated Lender,â€ together with its respective successors and permitted assigns; provided, however, that the term â€œLenderâ€ (i) shall exclude each Designated Lender when used in reference to any Loan other than a Bid Rate Loan, the Commitments or terms relating to any Loan other than a Bid Rate Loan and shall further exclude each Designated Lender for all other purposes under the Loan Documents except that any Designated Lender which funds a Bid Rate Loan shall, subject to SectionÂ 12.5.(d), have only the rights (including the rights given to a Lender contained in SectionsÂ 12.2. and 12.9.) and obligations of a Lender associated with holding such Bid Rate Loan and (ii) except as otherwise expressly provided herein, shall exclude any Lender (or its Affiliates) in its capacity as a Specified Derivatives Provider.Â Â Â Â â€œLender Partiesâ€ means, collectively, the Administrative Agent, the Lenders, the Issuing Banks, the Specified Derivatives Providers, each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to SectionÂ 11.5., any other holder from time to time of any of any Obligations and, in each case, their respective successors and permitted assigns.Â Â Â Â Â â€œLending Officeâ€ means, for each Lender and for each Type of Loan, the office of such Lender specified in such Lenderâ€™s Administrative Questionnaire or in the applicable Assignment and Assumption, or such other office of such Lender as such Lender may notify the Administrative Agent in writing from time to time.Â Â Â Â Â Â Â Â Â Â Â Â â€œLetter of Creditâ€ has the meaning given that term in SectionÂ 2.3.(a).Â Â Â Â â€œLetter of Credit Collateral Accountâ€ means, if any, a special deposit account maintained by the Administrative Agent, for the benefit of the Administrative Agent, the Issuing Banks and the Revolving Lenders, and under the sole dominion and control of the Administrative Agent.Â Â Â Â â€œLetter of Credit Documentsâ€ means, with respect to any Letter of Credit, collectively, any application therefor, any certificate or other document presented in connection with a drawing under such Letter of Credit and any other agreement, instrument or other document governing or providing for (a)Â the rights and obligations of the parties concerned or at risk with respect to such Letter of Credit or (b)Â any collateral security for any of such obligations.Â Â Â Â Â â€œLetter of Credit Liabilitiesâ€ means, without duplication, at any time and in respect of any Letter of Credit (a) the Stated Amount of such Letter of Credit plus (b) the aggregate unpaid principal amount of all Reimbursement Obligations of the Borrower at such time due and payable in respect of all drawings made under such Letter of Credit. For purposes of this Agreement, a Revolving Lender (other than a Revolving Lender then acting as an Issuing Bank) shall be deemed to hold a Letter of Credit Liability in an amount equal to its participation interest under SectionÂ 2.3. in the related Letter of Credit, and the Revolving Lender that is the Issuing Bank of the related Letter of Credit shall be deemed to hold a Letter of Credit Liability in an amount equal to its retained interest in the related Letter of Credit after giving effect to the acquisition by the Revolving Lenders (other than such Issuing Bank in its capacity as a Revolving Lender) of their participation interests under such Section.Â Â Â Â â€œLevelâ€ has the meaning given that term in the definition of the term â€œApplicable Margin.â€ Â Â Â Â Â â€œLienâ€ as applied to the property of any Person means: (a)Â any security interest, encumbrance to provide security for any obligation, mortgage, deed to secure debt, deed of trust, assignment of leases and rents, pledge, lien, hypothecation, assignment, charge or lease constituting a

Capitalized Lease Obligation, conditional sale or other title retention agreement, or other security title or encumbrance of any kind in respect of any property of such Person, or upon the income, rents or profits therefrom; (b)Â any arrangement, express or implied, under which any property of such Person is transferred, sequestered or otherwise identified for the purpose of subjecting the same to the payment of Indebtedness or performance of any other obligation in priority to the payment of the general, unsecured creditors of such Person; and (c)Â the authorized filing of any financing statement under the UCC or its equivalent in any jurisdiction, other than any precautionary filing not otherwise constituting or giving rise to a Lien, including a financing statement filed (i) in respect of a lease not constituting a Capitalized Lease Obligation pursuant to Section 9-505 (or a successor provision) of the UCC or its equivalent as in effect in an applicable jurisdiction or (ii) in connection with a sale or other disposition of accounts or other assets not prohibited by this Agreement in a transaction not otherwise constituting or giving rise to a Lien.Â Â Â Â â€œLoanâ€ means a Revolving Loan, a Term Loan or a Bid Rate Loan.Â Â Â Â â€œLoan Documentâ€ means this Agreement, each Note, the Guaranty, each Letter of Credit Document, each Fee Letter and each other document or instrument now or hereafter executed and delivered by a Loan Party in connection with, pursuant to or relating to this Agreement (other than any Specified Derivatives Contract).Â Â Â Â â€œLoan Partyâ€ means each of the Borrower and each Guarantor.Â Â Â Â Â Â Â Â Â Â Â Â â€œMajor Redevelopment Propertyâ€ means a Property (i) owned by the Borrower, any Subsidiary or any Unconsolidated Affiliate undergoing redevelopment (or which (as determined in good faith by the Borrower) will commence redevelopment within 12 months) where the Gross Construction Budget for such redevelopment is equal to or greater than 25.0% of the undepreciated GAAP book value of such Property immediately prior to the commencement of such redevelopment and (ii) the Borrower has elected to classify such Property as a Major Redevelopment Property. A Major Redevelopment Property shall cease to be a Major Redevelopment Property upon the first to occur of (i)Â such time as all improvements (other than tenant improvements on unoccupied space) related to the redevelopment of such Property have been substantially completed for at least 4 full fiscal quarters (notwithstanding the fact that such Property may not achieved an Occupancy Rate of at least 80%) and (ii)Â the Borrowerâ€™s irrevocable election to no longer treat such Property as a Major Redevelopment Property. Â Â Â Â â€œMajor Redevelopment Property Valueâ€ means, with respect to a Major Redevelopment Property, at the Borrowerâ€™s election, either (a)Â 80.0% of the undepreciated GAAP book value of such Major Redevelopment Property immediately prior to the commencement of such redevelopment plus all incremental redevelopment cost incurred to date with respect to such Major Redevelopment Property or (b) the sum of (i)Â the quotient of (x)Â the NOI of such Major Redevelopment Property for the period of two fiscal quarters most recently ended immediately prior to the designation of such Property as a Major Redevelopment Property times 2 divided by (y) the applicable Capitalization Rate, plus (ii)Â all incremental redevelopment cost incurred to date with respect to such Major Redevelopment Property; provided, however, that a Major Redevelopment Property shall only be eligible for valuation pursuant to clause (b) hereof for up to 24 months following the commencement of the redevelopment of such Major Redevelopment Property. Â Â Â Â â€œMandatorily Redeemable Stockâ€ means, with respect to any Person, any Equity Interest of such Person which by the terms of such Equity Interest (or by the terms of any security into which it is convertible or for which it is exchangeable or exercisable), upon the happening of any event or otherwise, (a)Â matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise (other than an Equity Interest to the extent redeemable in exchange for common stock or other equivalent common Equity Interests at the option of the issuer of such Equity Interest), (b)Â is convertible into or exchangeable or exercisable for Indebtedness or Mandatorily Redeemable Stock, or (c)Â is redeemable at the option of the holder thereof, in whole or in part (other than an Equity Interest which is redeemable solely in exchange for common stock or other equivalent common Equity Interests), in the case of each of clauses (a) through (c), on or prior to the latest Termination Date. â€œMarketable Securitiesâ€ means: (a)Â common or preferred Equity Interests of Persons located in, and formed under the laws of, any State of the United States or America or the District of Columbia, which Equity Interests are subject to price quotations (quoted at least daily) on The NASDAQ Stock Marketâ€™s National Market System or shall have trading privileges on the New York Stock Exchange, the American Stock Exchange or another recognized national United States securities exchange and (b)Â securities evidencing Indebtedness issued by Persons located in, and formed under the laws of, any State of the United States or America or the District of Columbia, which Persons have a Credit Rating of BBB- or Baa3 or better. Â Â Â Â â€œMaterial Adverse Effectâ€ means a materially adverse effect on (a)Â the business, assets, liabilities, financial condition, results of operations or business of the Borrower and its Subsidiaries taken as a whole, (b)Â the ability of the Borrower and the Loan Parties, taken as a whole, to perform their obligations under the Loan Documents, (c)Â the validity or enforceability of any of the Loan Documents, Â Â Â Â Â Â Â Â or (d)Â the rights and remedies of the Lenders, the Issuing Banks, and the Administrative Agent under any of the Loan Documents. Â Â Â Â â€œMaterial Recourse Indebtednessâ€ has the meaning given that term in Section 10.1.(d)(i).Â Â Â Â Â â€œMaterial Subsidiaryâ€ means any Person that (a) is a Subsidiary and (b) has assets with a Fair Market Value equal to or greater than 10.0% of Consolidated Total Asset Value. Â Â Â Â â€œMoodyâ€™sâ€ means Moodyâ€™s Investors Service, Inc. and its successors.Â Â Â Â â€œMortgageâ€ means a mortgage, deed of trust, deed to secure debt or similar security instrument made by a Person owning an interest in real estate granting a Lien on such interest in real estate as security for the payment of Indebtedness. Â Â Â Â â€œMortgage Receivableâ€ means a promissory note secured by a Mortgage of which the Borrower or a Subsidiary is the holder and retains the rights of collection of all payments thereunder (but excluding any such promissory note made by a Wholly Owned Subsidiary or a Controlled JV Subsidiary). Â Â Â Â â€œMultiemployer Planâ€ means at any time a multiemployer plan within the meaning of Section 4001(a)(3) of ERISA to which any member of the ERISA Group is then making or accruing an obligation to make contributions or has within the preceding six plan years made contributions, including for these purposes any Person which ceased to be a member of the ERISA Group during such six-year period.Â Â Â Â â€œNegative Pledgeâ€ means, with respect to a given asset, any provision of a document, instrument or agreement (other than any Loan Document or Specified Derivatives Contract) which prohibits or purports to prohibit the creation or assumption of any Lien on such asset as security for Indebtedness of the Person owning such asset or any other Person; provided, however, that an agreement that conditions a Personâ€™s ability to encumber its assets upon the maintenance of one or more specified ratios that limit such Personâ€™s ability to encumber its assets but that do not generally prohibit the encumbrance of its assets, or the encumbrance of specific assets, shall not constitute a Negative Pledge. Â Â Â Â â€œNet Operating Incomeâ€ or â€œNOIâ€ means, for any Property and for a given period, the sum of the following (without duplication and determined on a consistent basis with prior periods): (a)Â rents and other revenues received in the ordinary course from such Property (including proceeds of rent loss or business interruption insurance (but not in excess of the actual rent otherwise payable) but excluding pre-paid rents and revenues and security deposits except to the extent applied in satisfaction of tenantsâ€™ obligations for rent) minus (b)Â all expenses paid (excluding interest but including an appropriate accrual for property taxes and insurance) related to the ownership, operation or maintenance of such Property, including but not limited to property taxes, assessments and the like, insurance, utilities, payroll costs, maintenance, repair and landscaping expenses, marketing expenses, and general and administrative expenses with respect to such Property (including an appropriate allocation for legal, accounting, advertising, marketing and other expenses incurred in connection with such Property, but specifically excluding acquisition costs, general overhead expenses of the Borrower and its Subsidiaries and any property management fees) minus (c)Â the greater of (i)Â the actual property management fee paid during such period and (ii)Â an imputed management fee in the amount of 3.0% of the gross revenues for such Property for such period. Â Â Â Â â€œNon-Defaulting Lenderâ€ means, at any time, each Lender that is not a Defaulting Lender at such time.Â Â Â Â Â Â Â Â Â Â Â Â â€œNon-Wholly Owned Subsidiaryâ€ means any Subsidiary of a Person that is not a Wholly Owned Subsidiary.Â Â Â Â â€œNonrecourse Indebtednessâ€ means, with respect to a Person, Indebtedness for borrowed money in respect of which recourse for payment (except for customary exceptions for fraud, misapplication of funds, environmental indemnities, prohibited transfers, failure to pay taxes, non-compliance with â€œseparateness covenants,â€ voluntary bankruptcy, collusive involuntary bankruptcy and other exceptions to nonrecourse liability that are either customary in non-recourse financings for real estate or are approved by the Administrative Agent) is contractually limited to specific assets of such Person (including without limitation Equity Interest in other Persons held by such Person) encumbered by a Lien securing such Indebtedness. Â Â Â Â â€œNonrecourse Indebtedness Guaranteesâ€ means Guarantees in respect of Nonrecourse Indebtedness where liability of the guarantor is limited to customary exceptions for fraud, misapplication of funds, environmental indemnities, prohibited transfers, failure to pay taxes, non-compliance with â€œseparateness covenants,â€ voluntary bankruptcy, collusive involuntary bankruptcy and other exceptions to nonrecourse liability that are either customary in non-recourse financings for real estate or are approved by the Administrative Agent.Â Â Â Â â€œNoteâ€ means a Revolving Note, Term Loan Note or a Bid Rate Note.â€œNotice of Borrowingâ€ means a notice substantially in the form of ExhibitÂ F (or such other form reasonably acceptable to the Administrative Agent and containing the information required in such Exhibit) to be delivered to the Administrative Agent pursuant to SectionÂ 2.1.(b) or any other applicable provision of this Agreement evidencing the Borrowerâ€™s request for a borrowing of Loans of a particular Class.Â Â Â Â â€œNotice of Continuationâ€ means a notice substantially in the form of ExhibitÂ G (or such other form reasonably acceptable to the Administrative Agent and containing the information required in such Exhibit) to be delivered to the Administrative Agent pursuant to SectionÂ 2.10. evidencing the Borrowerâ€™s request for the Continuation of a SOFR Loan.Â Â Â Â â€œNotice of Conversionâ€ means a notice substantially in the form of ExhibitÂ H (or such other form reasonably acceptable to the Administrative Agent and containing the information required in such Exhibit) to be delivered to the Administrative Agent pursuant to SectionÂ 2.11. evidencing the Borrowerâ€™s request for the Conversion of a Loan from one Type to another Type.Â Â Â Â â€œObligationsâ€ means, individually and collectively: (a)Â the aggregate principal balance of, and all accrued and unpaid interest on, all Loans; (b)Â all Reimbursement Obligations and all other Letter of Credit Liabilities; and (c)Â all other indebtedness, liabilities, obligations, covenants and duties of the Borrower or any of the other Loan Parties owing to the Administrative Agent, any Issuing Bank or any Lender of every kind, nature and description, under or in respect of this Agreement or any of the other Loan Documents, including, without limitation, the Fees and indemnification obligations, whether direct or indirect, absolute or contingent, due or not due, contractual or tortious, liquidated or unliquidated, and whether or not evidenced by any promissory note. For the avoidance of doubt, â€œObligationsâ€ shall not include any indebtedness, liabilities, obligations, covenants or duties in respect of Specified Derivatives Contracts.Â Â Â Â Â Â Â Â Â Â Â Â â€œOccupancy Rateâ€ means, with respect to a Property at any time, the ratio, expressed as a percentage, of (a)Â the number of units in the case of an multifamily Property or square feet in the case of any other Property leased to tenants that are not affiliated with the Borrower pursuant to binding leases to (b)Â the aggregate number of units or square feet, as applicable, of such Property. Â Â Â Â â€œOff-Balance Sheet Liabilitiesâ€ means liabilities and obligations of the Borrower, any Subsidiary or any other Person in respect of â€œoff-balance sheet arrangementsâ€ (as defined in ItemÂ 303(a)(4)(ii) of Regulation S-K promulgated under the Securities Act) which the Borrower would be required to disclose in the â€œManagementâ€™s Discussion and Analysis of Financial Condition and Results of Operationsâ€ section of the Borrowerâ€™s report on Form 10-Q or Form 10-K (or their equivalents) which the Borrower is required to file with the SEC. â€œOPâ€ has the meaning given that term in SectionÂ 12.20.â€œOther Commercial Propertyâ€ means a commercial Property other than a multifamily Property.Â Â Â Â 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 Tax (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 Â Â Â 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 SectionÂ 4.6.).Â Â Â Â â€œOwnership Shareâ€ means, with respect to any Subsidiary (other than a Wholly Owned Subsidiary) or any Unconsolidated Affiliate of the Borrower, the greater of (a)Â the Borrowerâ€™s relative nominal direct and indirect ownership interest (expressed as a percentage) in such Subsidiary or Unconsolidated Affiliate or (b)Â the Borrowerâ€™s relative direct and indirect economic interest (calculated as a percentage) in such Subsidiary or Unconsolidated Affiliate determined in accordance with the applicable provisions of the declaration of trust, articles or certificate of incorporation, articles of organization, partnership agreement, joint venture agreement or other applicable organizational document of such Subsidiary or Unconsolidated Affiliate. Â Â Â Â â€œParticipantâ€ has the meaning given that term in SectionÂ 12.5.(d).Â Â Â Â Â â€œParticipant Registerâ€ has the meaning given that term in SectionÂ 12.5.(d).Â Â Â Â Â â€œPatriot Actâ€ means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)).Â Â Â Â Â â€œPayment Recipientâ€ has the meaning assigned thereto in Section 11.11(a).Â Â Â Â Â â€œPBGCâ€ means the Pension Benefit Guaranty Corporation and any successor agency.Â Â Â Â Â Â Â Â Â Â Â Â Â Â â€œPermitted Liensâ€ means, with respect to any asset or property of a Person, (a)Â Liens securing taxes, assessments and other charges or levies imposed by any Governmental Authority (excluding any Lien imposed pursuant to any of the provisions of ERISA or pursuant to any environmental laws) or the claims of materialmen, mechanics, carriers, warehousemen or landlords for labor, materials, supplies or rentals incurred in the ordinary course of business, which, in each case, are not at the time required to be paid or discharged under SectionÂ 7.6.; (b)Â Liens consisting of deposits or pledges made, in the ordinary course of business, in connection with, or to secure payment of, obligations under workersâ€™ compensation, unemployment insurance or similar Applicable Laws; (c)Â Liens consisting of encumbrances in the nature of zoning restrictions, easements, and rights or restrictions of record on the use of real property, which do not materially detract from the value of such property or impair the intended use thereof in the business of such Person; (d)Â the rights of tenants under leases or subleases not interfering with the ordinary conduct of business of such Person; (e)Â Liens in favor of the Administrative Agent for its benefit and the benefit of the Lenders and the Issuing Banks; (f)Â Liens in favor of the Borrower or any other Wholly Owned Subsidiary securing Indebtedness owing by a Subsidiary to the Borrower or such Wholly Owned Subsidiary; (g) any Eligible Ground Lease that constitutes a Capitalized Lease Obligation; and (h) to the extent constituting a Lien, any Permitted Negative Pledge Provision of the type described in clauses (b) and (c) of the definition thereof.â€œPermitted Negative Pledge Provisionâ€ means a Negative Pledge contained in any agreement (a)Â evidencing unsecured Indebtedness which contains restrictions on encumbering assets that are substantially the same as the corresponding restrictions contained in the Loan Documents, (b) related to assets or equity interests to be sold where such Negative Pledge relates only to such assets pending such sale or (c) Permitted Transfer Restrictions.â€œPermitted Transfer Restrictionsâ€ means (a) reasonable and customary restrictions on transfer, mortgage liens, pledges and changes in beneficial ownership arising under management agreements and Eligible Ground Leases entered into in the ordinary course of business (including in connection with any acquisition or development of any applicable Property, without regard to the transaction value), including rights of first offer or refusal arising under such agreements and leases, in each case, that limit, but do not prohibit, sale or mortgage transactions, and (b) solely with respect to an asset or Property of a Controlled JV Subsidiary or, after the Reorganization, the Borrower, reasonable and customary obligations, encumbrances or restrictions contained in agreements not constituting Indebtedness entered into with limited partners, members or other equity holders of a Controlled JV Subsidiary (or, after the Reorganization, the Borrower) imposing obligations in respect of contingent obligations to make any tax â€œmake wholeâ€ or similar tax payment arising out of the sale or other transfer of assets reasonably related to such limited partnersâ€™, membersâ€™ or other equity holdersâ€™ interest in the Borrower or such Subsidiary pursuant to â€œtax protectionâ€ or other similar agreements.Â Â Â Â â€œPersonâ€ means any natural person, corporation, limited partnership, general partnership, joint stock company, limited liability company, limited liability partnership, joint venture, association, company, trust, bank, trust company, land trust, business trust or other organization, whether or not a legal entity, or any other nongovernmental entity, or any Governmental Authority. Â Â Â Â â€œPlanâ€ means at any time an employee pension benefit plan (other than a Multiemployer Plan) which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Internal Revenue Code and either (a) is maintained, or contributed to, by any member of the ERISA Group for employees of any member of the ERISA Group or (b) has at any time within the preceding six Â Â Â Â Â Â Â Â Â Â Â Â years been maintained, or contributed to, by any Person which was at such time a member of the ERISA Group for employees of any Person which was at such time a member of the ERISA Group.Â Â Â Â â€œPost-Default Rateâ€ means, in respect of any principal of any Loan or any Reimbursement Obligation, the rate otherwise applicable plus an additional two percent 2.0% per annum and with respect to any other Obligation, a rate per annum equal to the Base Rate as in effect from time to time plus the Applicable Margin for Revolving Loans that are Base Rate Loans plus two percent (2.0%).Â Â Â Â Â â€œPreferred Dividendsâ€ means, for any period and without duplication, all Restricted Payments paid during such period on Preferred Equity Interests issued by the Borrower or any Subsidiary. Preferred Dividends shall not include dividends or distributions (a)Â paid or payable solely in Equity Interests (other than Mandatorily Redeemable Stock) payable to holders of such class of Equity Interests, (b)Â paid or payable to the Borrower or a Subsidiary, or (c)Â constituting unscheduled partial redemptions or balloon, bullet or similar redemptions in full of Preferred Equity Interests. Â Â Â Â Â â€œPreferred Equity Interestsâ€ means, with respect to any Person, Equity Interests in such Person which are entitled to preference or priority over any other Equity Interest in such Person in respect of the payment of dividends or distribution of

assets upon liquidation or both. Â Â Â Â â€œPrime Rateâ€ means, at any time, the rate of interest per annum publicly announced from time to time by the Lender then acting as the Administrative Agent as its prime rate. Each change in the Prime Rate shall be effective as of the opening of business on the day such change in such prime rate occurs. The parties hereto acknowledge that the rate announced publicly by the Lender acting as Administrative Agent as its prime rate is an index or base rate and shall not necessarily be its lowest or best rate charged to its customers or other banks. Â Â Â Â â€œPrincipal Officeâ€ means the office of the Administrative Agent located at 600 South 4th St., 10th Floor, Minneapolis, Minnesota 55415, or any other subsequent office that the Administrative Agent shall have specified as the Principal Office by written notice to the Borrower and the Lenders.Â Â Â Â â€œPro Rata Shareâ€ means, as to each Lender, the ratio, expressed as a percentage of (a)(i)Â the amount of such Lenderâ€™s Revolving Commitment, if any, plus (ii)Â the aggregate amount of such Lenderâ€™s outstanding Term Loans, if any, to (b)(i)Â the aggregate amount of the Revolving Commitments of all Lenders plus (ii)Â the aggregate amount of all outstanding Term Loans; provided, however, that if at the time of determination the Revolving Commitments have terminated or been reduced to zero, the â€œPro Rata Shareâ€ of each Lender shall be the ratio, expressed as a percentage of (A)Â the sum of the aggregate unpaid principal amount of all outstanding Loans and Letter of Credit Liabilities owing to such Lender as of such date to (B)Â the sum of the aggregate unpaid principal amount of all outstanding Loans and Letter of Credit Liabilities of all Lenders as of such date. If at the time of determination the Commitments have terminated and there are no outstanding Loans or Letter of Credit Liabilities, then the Pro Rata Shares of the Lenders shall be determined as of the most recent date on which Commitments were in effect or Loans or Letters of Credit Liabilities were outstanding. For purposes of this definition, a Revolving Lender shall be deemed to hold a Letter of Credit Liability to the extent such Revolving Lender has acquired a participation therein under the terms of this Agreement and has not failed to perform its obligations in respect of such participation. Â Â Â Â â€œPropertyâ€ means, with respect to a Person, any parcel of real property (whether owned in fee or subject to a lease), together with any building, facility, structure, equipment or other asset located on such parcel of real property, in each case owned or leased by such Person. Â Â Â Â Â Â Â Â Â Â Â Â â€œQIâ€ has the meaning given that term in the definition of 1031 Property.Â Â Â Â â€œQualified ECP Guarantorâ€ means, in respect of any Swap Obligation, each Loan Party that has total assets exceeding $10,000,000 at the time the relevant Guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an â€œeligible contract participantâ€ under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an â€œeligible contract participantâ€ at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.Â Â Â Â â€œQualified Planâ€ means a Benefit Arrangement that is intended to be tax-qualified under SectionÂ 401(a) of the Internal Revenue Code.Â Â Â Â â€œRating Agencyâ€ means S&P, Moodyâ€™s or Fitch. Â Â Â Â â€œRecipientâ€ means (a)Â the Administrative Agent, (b)Â any Lender and (c)Â any Issuing Bank, as applicable.Â Â Â Â â€œRecourse Indebtednessâ€ means any Indebtedness of a Person that is not Nonrecourse Indebtedness.â€œRegisterâ€ has the meaning given that term in SectionÂ 12.5.(c). Â Â Â Â â€œRegulatory Changeâ€ means, with respect to any Lender, any change effective after the Agreement Date in Applicable Law (including without limitation, Regulation D of the Board of Governors of the Federal Reserve System) or the adoption or making after such date of any interpretation, directive or request applying to a class of banks, including such Lender, of or under any Applicable Law (whether or not having the force of law and whether or not failure to comply therewith would be unlawful) by any Governmental Authority or monetary authority charged with the interpretation or administration thereof or compliance by any Lender with any request or directive regarding capital adequacy or liquidity. Notwithstanding anything herein to the contrary, (a)Â the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (b)Â 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€œRegulatory Changeâ€, regardless of the date enacted, adopted or issued. Â Â Â Â â€œReimbursement Obligationâ€ means the absolute, unconditional and irrevocable obligation of the Borrower to reimburse an Issuing Bank for any drawing honored by such Issuing Bank under a Letter of Credit issued by such Issuing Bank.Â Â Â Â â€œREITâ€ means a Person qualifying for treatment as a â€œreal estate investment trustâ€ under the Internal Revenue Code.Â Â Â Â â€œREIT Entityâ€ has the meaning given that term in Section 12.20.Â Â Â Â â€œRelated Partiesâ€ means, with respect to any Person, such Personâ€™s Affiliates and the partners, shareholders, directors, trustees, officers, employees, agents, counsel, other advisors and representatives of such Person and of such Personâ€™s Affiliates.Â Â Â Â Â Â Â Â Â Â Â â€œRelevant Governmental Bodyâ€ means the FRB or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the FRB or the Federal Reserve Bank of New York, or any successor thereto.Â Â Â Â Â Â Â Â â€œReorganizationâ€ has the meaning given that term in SectionÂ 12.20.Â Â Â Â â€œRequired Joinder Dateâ€ the date on which the Compliance Certificate is required to be delivered with respect to any fiscal quarter (or fiscal year in the case of the fourth fiscal quarter) during which any of the conditions described in subsection (a) of Section 7.13. first applies to a Subsidiary.Â Â Â Â â€œRequisite Class Lendersâ€ means, with respect to any Class of Lenders on any date of determination, Lenders of such Class (a)Â having more than 50.0% of the aggregate amount of the Commitments of such Class, or (b)Â if the Commitments of such Class have terminated, holding more than 50.0% of the aggregate principal amount of the outstanding Loans of such Class, and in the case of Revolving Lenders, outstanding Letter of Credit Liabilities and Bid Rate Loans; provided thatÂ in determining such percentage at any given time, all then existing Defaulting Lenders of such Class will be disregarded and excluded. For purposes of this definition, a Revolving Lender shall be deemed to hold a Letter of Credit Liability to the extent such Revolving Lender has acquired a participation therein under the terms of this Agreement and has not failed to perform its obligations in respect of such participation.Â Â Â Â â€œRequisite Lendersâ€ means, as of any date, Lenders having more than 50.0% of the aggregate amount of (a) the Revolving Commitments (or if the Revolving Commitments have been terminated or reduced to zero, the aggregate principal amount of the outstanding Revolving Loans, Bid Rate Loans and Letter of Credit Liabilities) and (b) the aggregate principal amount of the outstanding Term Loans; provided that in determining such percentage at any given time, all then existing Defaulting Lenders will be disregarded and excluded. For purposes of this definition, a Revolving Lender shall be deemed to hold a Letter of Credit Liability to the extent such Lender has acquired a participation therein under the terms of this Agreement and has not failed to perform its obligations in respect of such participation. Â Â Â Â â€œResolution Authorityâ€ means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution AuthorityÂ Â Â Â Â Â Â Â â€œResponsible Officerâ€ means with respect to the Borrower or any Subsidiary, the chief executive officer, the chief financial officer, chief accounting officer or vice president, finance of the Borrower or such Subsidiary.Â Â Â Â â€œRestricted Paymentâ€ means (a)Â any dividend or other distribution, direct or indirect, on account of any Equity Interests of the Borrower or any of its Subsidiaries now or hereafter outstanding, except a dividend payable solely in Equity Interests to the holders of such Equity Interests; (b)Â any redemption, conversion, exchange, retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any Equity Interest of the Borrower or any of its Subsidiaries now or hereafter outstanding; and (c)Â any payment made to retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire any Equity Interests of the Borrower or any of its Subsidiaries now or hereafter outstanding. Â Â Â Â â€œRevolving Commitmentâ€ means, as to each Revolving Lender, such Revolving Lenderâ€™s obligation to make Revolving Loans pursuant to SectionÂ 2.1. and to issue (in the case of an Issuing Bank) and to participate (in the case of the other Revolving Lenders) in Letters of Credit pursuant to SectionÂ 2.3.Â Â Â Â Â Â Â Â (i), in an amount up to, but not exceeding the amount set forth for such Lender on Schedule I as such Lenderâ€™s â€œRevolving Commitment Amountâ€ or as set forth in any applicable Assignment and Assumption, or agreement executed by a Person becoming a Revolving Lender in accordance with SectionÂ 2.17., as the same may be reduced from time to time pursuant to SectionÂ 2.13. or increased or reduced as appropriate to reflect any assignments to or by such Lender effected in accordance with SectionÂ 12.5. or increased as appropriate to reflect any increase effected in accordance with SectionÂ 2.17.Â Â Â Â â€œRevolving Credit Exposureâ€ means, as to any Revolving Lender at any time, the aggregate principal amount at such time of its outstanding Revolving Loans and such Revolving Lenderâ€™s participation in Letter of Credit Liabilities at such time.Â Â Â Â â€œRevolving Lenderâ€ means a Lender in its capacity as the holder of a Revolving Commitment, or if the Revolving Commitments have terminated, in its capacity as the holder of any Revolving Loans. Â Â Â Â â€œRevolving Loanâ€ means a loan made by a Revolving Lender to the Borrower pursuant to SectionÂ 2.1.(a).Â Â Â Â â€œRevolving Noteâ€ means a promissory note of the Borrower substantially in the form of ExhibitÂ J, payable to the order of a Revolving Lender in a principal amount equal to the amount of such Lenderâ€™s Revolving Commitment as originally in effect and otherwise duly completed and in any event shall include any new Revolving Note that may be issued from time to time pursuant to SectionÂ 2.17.Â Â Â Â â€œRevolving Termination Dateâ€ means July 10, 2028, or such later date to which the Revolving Termination Date may be extended in accordance with SectionÂ 2.14.Â Â Â Â â€œSanctioned Countryâ€ means, at any time, a country, region or territory which itself is, or whose government is, the subject or target of any Sanctions.Â Â Â Â â€œSanctioned Personâ€ means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by any Governmental Authority of the United States of America, including without limitation, OFAC or the U.S. Department of State, or by the United Nations Security Council, the European Union or any other Governmental Authority, (b) any Person located, operating, organized or resident in a Sanctioned Country, (c)Â an agency of the government of a Sanctioned Country or (d) any Person Controlled by any Person or agency described in any of the preceding clausesÂ (a) through (c).Â Â Â Â â€œSanctionsâ€ means any sanctions or trade embargoes imposed, administered or enforced by any Governmental Authority of the United States of America, including without limitation, OFAC or the U.S. Department of State, or by the United Nations Security Council, the European Union or any other Governmental Authority.Â Â Â Â â€œSECâ€ means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.Â Â Â Â â€œSecurities Actâ€ means the Securities Act of 1933, as amended from time to time, together with all rules and regulations issued thereunder.Â Â Â Â â€œSimple SOFR Adjustmentâ€ a percentage equal to 0.10% per annum.Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â â€œSimple SOFR Determination Dayâ€ has the meaning specified in the definition of â€œAdjusted Daily Simple SOFR.â€Â Â Â Â Â Â â€œSimple SOFR Rate Dayâ€ has the meaning given that term in the definition of the term â€œAdjusted Daily Simple SOFR.â€Â Â Â Â Â Â â€œSOFRâ€ means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.Â Â Â Â Â â€œSOFR Administratorâ€ means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).Â Â Â Â Â â€œSOFR Administratorâ€™s Websiteâ€ means the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.Â Â Â Â Â â€œSOFR Auctionâ€ means a solicitation of Bid Rate Quotes setting forth SOFR Margin Loans based on Adjusted Term SOFR pursuant to SectionÂ 2.2.Â Â Â Â Â â€œSOFR Loanâ€ means any Daily Simple SOFR Loan or Term SOFR Loan.Â Â Â Â Â â€œSOFR Marginâ€ has the meaning given that term in SectionÂ 2.2.(c)(ii)(D).Â Â Â Â Â â€œSOFR Margin Loanâ€ means a Bid Rate Loan the interest rate on which is determined on the basis of Adjusted Term SOFR pursuant to a SOFR Auction.Â Â Â Â Â â€œSolventâ€ means, when used with respect to any Person, that (a)Â the fair value and the fair salable value of its assets on a going concern basis (excluding any Indebtedness due from any Affiliate of such Person that does not have an Investment Grade Rating and the accounts of which are not consolidated with such Person) are each in excess of the fair valuation of its total liabilities (including all contingent liabilities computed at the amount which, in light of all facts and circumstances existing at such time, represents the amount that could reasonably be expected to become an actual and matured liability); (b)Â such Person is able to pay its debts or other obligations in the ordinary course as they mature; and (c)Â such Person has capital not unreasonably small to carry on its business and all business in which it proposes to be engaged.Â Â Â Â â€œSpecified Derivatives Contractâ€ means any Derivatives Contract that is made or entered into at any time, or in effect at any time now or hereafter, whether as a result of an assignment or transfer or otherwise, between or among any Loan Party and any Specified Derivatives Provider. Â Â Â Â â€œSpecified Derivatives Providerâ€ means any Person that (a) at the time it enters into a Specified Derivatives Contract with a Loan Party, is a Lender or an Affiliate of a Lender or (b) at the time it (or its Affiliate) becomes a Lender (including on the Effective Date), is a party to a Specified Derivatives Contract with a Loan Party, in each case in its capacity as a party to such Specified Derivatives Contract.Â Â Â Â â€œS&Pâ€ means Standard & Poorâ€™s Ratings Services, a Standard & Poorâ€™s Financial Services LLC business, or any successor.â€œSPTâ€ has the meaning assigned thereto in Section 12.6(h).Â Â Â Â Â Â Â Â Â Â â€œStated Amountâ€ means the amount available to be drawn by a beneficiary under a Letter of Credit from time to time, as such amount may be increased or reduced from time to time in accordance with the terms of such Letter of Credit.Â Â Â Â â€œSubsidiaryâ€ means, for any Person, any corporation, partnership, limited liability company, trust or other entity of which at least a majority of the Equity Interests having by the terms thereof ordinary voting power to elect a majority of the board of directors, trustees or other individuals performing similar functions of such corporation, partnership, limited liability company, trust or other entity (without regard to the occurrence of any contingency) is, at the time of determination thereof, directly or indirectly owned or controlled by such Person or one or more Subsidiaries of such Person and shall include all Persons the accounts of which are consolidated with those of such Person pursuant to GAAP. Unless explicitly set forth to the contrary, a reference to â€œSubsidiaryâ€ means a Subsidiary of the Borrower. Â Â Â Â â€œSubsidiary Secured Indebtednessâ€ has the meaning given to that term in the definition of â€œExcluded Subsidiaryâ€. Â Â Â Â â€œSubstantial Amountâ€ means, at the time of determination thereof, an amount in excess of 30.0% of total consolidated assets (exclusive of depreciation) at such time of the Borrower and its Subsidiaries determined on a consolidated basis.â€œSustainability Adjustment Limitationsâ€ has the meaning assigned to it in Section 12.6(h).â€œSustainability Linked Loan Principlesâ€: the Sustainability Linked Loan Principles (as published in February 2023 by the Loan Market Association, Asia Pacific Loan Market Association and Loan Syndications & Trading Association) or such other principles and metrics mutually agreed to by the Borrower and the Sustainability Structuring Agent (each acting reasonably).â€œSustainability Structuring Agentâ€ means Wells Fargo Securities, LLC as sustainability structuring agent under this agreement, or any successor Sustainability Structuring Agent.Â Â Â Â â€œSwap Obligationâ€ means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a â€œswapâ€ within the meaning of Section 1a(47) of the Commodity Exchange Act.Â Â Â Â â€œTaxesâ€ means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.â€œTerm Loanâ€ means a loan made by a Term Loan Lender to the Borrower pursuant SectionÂ 2.17.â€œTerm Loan Commitmentâ€ means as to each Term Loan Lender of a Class of Term Loans established under Section 2.17 or 12.6(g), such Term Loan Lenderâ€™s obligation to make Term Loans pursuant to the Loan Documents establishing such Class of Loans.Â Â Â Â â€œTerm Loan Lenderâ€ means a Lender in its capacity as the holder of a Term Loan Commitment of a Class, or if the Term Loan Commitments of such Class have terminated, a Lender in its capacity as the holder of a Term Loan of such Class.Â Â Â Â Â Â Â Â Â Â Â â€œTerm Loan Noteâ€ means a promissory note of the Borrower substantially in the form of ExhibitÂ K, payable to the order of a Term Loan Lender in a principal amount equal to the amount of such Lenderâ€™s Term Loan of any Class that may be issued from time to time pursuant to SectionÂ 2.17.Â Â Â Â â€œTerm SOFRâ€ means, for any calculation, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the â€œTerm SOFR Determination Dayâ€) that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (Eastern time) on any Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Term SOFR Determination Day.Â Â Â Â â€œTerm SOFR Adjustmentâ€ means a percentage equal to 0.10% per annum.â€œTerm SOFR Administratorâ€ means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).Â Â Â Â â€œTerm SOFR Determination Dayâ€ has the meaning assigned thereto in the definition of â€œTerm SOFRâ€.â€œTerm SOFR Loanâ€ means any Term Loan or Revolving Loan bearing interest at a rate based on Adjusted Term SOFR.â€œTerm SOFR Reference Rateâ€ means the forward-looking term rate based on SOFR.Â Â Â Â â€œTermination Dateâ€ means (a)Â with respect to the Revolving Loans and the Revolving Commitments, the Revolving Termination Date and (b)Â with respect to any Class of Term Loans, the â€œTermination Dateâ€ specified for such Class of Term Loans in the Loan Documents establishing such Class of Term Loans. Â Â Â Â â€œTitled Agentsâ€ means each of the Joint Lead Arrangers, Joint Bookrunners, the Syndication Agent, each of the Documentation Agents and the Sustainability Structuring Agent and their respective successors and permitted assigns.Â Â Â Â â€œTypeâ€ with respect to any Revolving Loan or Term Loan, refers to whether such Loan is a Daily Simple SOFR Loan, Term SOFR Loan or a Base Rate Loan, or in the case of a Bid Rate Loan only, an Absolute Rate Loan or a SOFR Margin Loan.Â Â Â Â â€œUCCâ€ means the Uniform Commercial Code as in effect in any applicable jurisdiction.Â Â Â Â 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 Â Â Â Â Â Â Â Â 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 Â Â Â â€œUK Resolution Authorityâ€ means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial InstitutionÂ Â Â Â â€œUnadjusted Benchmark Replacementâ€ means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.Â Â Â Â â€œUnconsolidated Affiliateâ€ means, with respect to any Person, any other Person in whom such Person holds an Investment, which Investment is accounted for in the financial statements of such Person on an equity basis of accounting and whose financial results would not be consolidated under GAAP with the financial results of such Person on the consolidated financial statements of such Person. Â Â Â Â â€œUnencumbered NOIâ€ means, for any period, the aggregate Net Operating Income for such period of all Eligible Properties the Net Operating Income of which the Borrower has elected pursuant to clause (i) of the second sentence of Section 8.3. to include for purposes of calculating Unencumbered Pool Value. Â Â Â Â â€œUnencumbered Pool Valueâ€ means, without duplication (a)Â the (x) Unencumbered NOI (excluding Unencumbered NOI from any Property the value of which is included in the determination of Unencumbered Pool Value under any of the immediately following clauses (b), (d) or (e)), for the fiscal quarter most recently ended (y) multiplied by 4, (z) divided by the applicable Capitalization Rate; plus (b)Â the acquisition cost of all Eligible Properties (including Eligible Properties that are Other Commercial Properties) acquired during the period of six fiscal quarters most recently ended; provided that the Borrower may irrevocably elect that the value of a recently acquired Eligible Property not yet owned for six quarters be determined in accordance with the preceding clauseÂ (a); plus (c)Â all Construction-in-Process for all Eligible Properties that are Development Properties; plus (d)Â the aggregate Major Redevelopment Property Values of all Eligible Properties that are Major Redevelopment Properties; plus (e)Â (x) the GAAP book value of each parcel of Unimproved Land that satisfies all of the requirements of the definition of â€œEligible Propertyâ€ other than clauseÂ (a) of such definition and (y) the undepreciated GAAP book value of the Property known as Watergate 600 located in the District of Columbia; plus (f)Â Unrestricted Cash. Eligible Properties disposed of during the fiscal quarter most recently ended shall not be included in the calculation of Unencumbered Pool Value. Other Commercial Properties may only contribute to Unencumbered Pool Value to the extent applicable under clauses (b) and (e) above. In addition, to the extent the amount of Unencumbered Pool Value attributable to Development Properties, Major Redevelopment Properties, Unimproved Land, assets held by Controlled JV Subsidiaries, Properties subject to a ground lease and Other Commercial Properties would exceed 35.0% of Unencumbered Pool Value, such excess shall be excluded from Unencumbered Pool Value; provided, however that to the extent the amount of Unencumbered Pool Value attributable to (u) Development Properties exceeds 20.0% of the Unencumbered Pool Value, (v) Major Redevelopment Properties exceeds 20.0% of the Unencumbered Pool Value, (w) Unimproved Land exceeds 5.0% of the Unencumbered Pool Value, (x) assets held by Controlled JV Subsidiaries exceeds 20.0% of the Unencumbered Pool Value, (y) Properties subject to a ground lease exceed 10.0% of the Unencumbered Pool Value and (z) Other Commercial Properties exceed 5.0% of the Unencumbered Pool Value, such excesses shall be excluded from Unencumbered Pool Value. Â Â Â Â Â Â Â Â Â Â Â Â â€œUnimproved Landâ€ means land on which no development (other than improvements that are not material and are temporary in nature) has occurred. Â Â Â Â â€œUnrestricted Cashâ€ means cash and Cash Equivalents held by the Borrower and its Subsidiaries (other than tenant deposits and other cash and Cash Equivalents that are subject to a Lien or a Negative Pledge or the disposition of which is restricted, it being understood by the parties that cash and Cash Equivalents representing proceeds from the sale of an asset, which proceeds have been escrowed in anticipation of a like-kind exchange, will not be considered restricted). Â Â Â Â â€œU.S. Government Securities Business Dayâ€ means any day except for (a) a Saturday, (b) a Sunday or (c) 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; provided that for purposes of notice requirements in Sections 2.1(b), 2.2(b), 2.8(a), 2.10 and 2.11, in each case, such day is also a Business Day.Â Â Â Â â€œU.S. Personâ€ means any Person that is a â€œUnited States Personâ€ as defined in Section 7701(a)(30) of the Internal Revenue Code.Â Â Â Â â€œU.S. Tax Compliance Certificateâ€ has the meaning assigned to such term in SectionÂ 3.10.(g)(ii)(B)(III).Â Â Â Â â€œWells Fargoâ€ means Wells Fargo Bank, National Association, and its successors and assigns.Â Â Â Â â€œWholly Owned Subsidiaryâ€ means any Subsidiary of a Person in respect of which all of the Equity Interests (other than, in the case of a corporation, directorsâ€™ or trusteesâ€™ qualifying shares) are at the time directly or indirectly owned or controlled by such Person or one or more other Subsidiaries of such Person or by such Person and one or more other Subsidiaries of such Person. In addition, the term â€œWholly Owned Subsidiaryâ€ means a Subsidiary of the Borrower that has elected to be treated as a â€œreal estate investment trustâ€ in accordance with Section 856 through 860 of the Internal Revenue Code and in which either the Borrower or a Subsidiary of the Borrower described in clause (a) of this definition owns 100% of the outstanding common Equity Interests and has management control.Â Â Â Â â€œWithdrawal Liabilityâ€ means any liability as a result of a complete or partial withdrawal from a Multiemployer Plan as such terms are defined in PartÂ I of SubtitleÂ E of TitleÂ IV of ERISA.Â Â Â Â â€œWithholding Agentâ€ means (a)Â the Borrower, (b)Â any other Loan Party and (c)Â the Administrative Agent, as applicable.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 that 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.Â Â Â Â Â Â Â Â SectionÂ 1 General; References to Eastern Time.Â Â Â Â All references to the Borrower, for purposes of the financial covenants set forth in Section 9.1. shall mean the Borrower, or, following the Reorganization, the REIT Entity, and its Subsidiaries on a consolidated basis. Unless otherwise indicated, all accounting terms, ratios and measurements shall be interpreted or determined in accordance with GAAP from time to time; provided that, if at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrower or the Requisite Lenders shall so request, the Administrative Agent, the Lenders 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 (subject to the approval of the appropriate Lenders pursuant to SectionÂ 12.6.); provided further that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrower shall provide to the Administrative Agent and the Lenders 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. References in this Agreement to â€œSectionsâ€, â€œArticlesâ€, â€œExhibitsâ€ and â€œSchedulesâ€ are to sections, articles, exhibits and schedules herein and hereto unless otherwise indicated. References in this Agreement to any document, instrument or agreement (a)Â shall include all exhibits, schedules and other attachments thereto, (b)Â except as expressly provided otherwise in any Loan Document, shall include all documents, instruments or agreements issued or executed in replacement thereof, to the extent permitted hereby and (c)Â shall mean such document, instrument or agreement, or replacement or predecessor thereto, as amended, supplemented, restated or otherwise modified from time to time to the extent not otherwise stated herein or prohibited hereby and in effect at any given time. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter. Unless otherwise expressly provided herein, references to any Applicable Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Applicable Law. Unless explicitly set forth to the contrary, a reference to â€œSubsidiaryâ€ means a Subsidiary of the Borrower or a Subsidiary of a Subsidiary and a reference to an â€œAffiliateâ€ means a reference to an Affiliate of the Borrower. Titles and captions of Articles, Sections, subsections and clauses in this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement. Unless otherwise indicated, (a) all references to time are references to Eastern time daylight or standard, as applicable and (b) when any date specified herein as the due date for a payment, notice or other deliverable is not a Business Day, such due date shall be extended to the next following Business Day.SectionÂ  Financial Attributes of Unconsolidated Affiliates.Â Â Â Â When determining compliance by the Borrower with any financial covenant contained in any of the Loan Documents only the Ownership Share of the Borrower of the financial attributes (assets, liabilities, income or expenses) of Unconsolidated Affiliates shall be included. SectionÂ  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 Â Â Â Â Â Â Â Â (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.SectionÂ  Rates.The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, (a) the continuation of, administration of, submission of, calculation of or any other matter related to SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR, Adjusted Daily Simple SOFR or Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or with respect to any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement), as it may or may not be adjusted pursuant to Section 4.2(b), will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR, Adjusted Daily Simple SOFR, Term SOFR or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its Affiliates or other related entities may engage in transactions that affect the calculation of SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR, Adjusted Daily Simple SOFR, Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto and such transactions may be adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR, Adjusted Daily Simple SOFR or Term SOFR, or any other Benchmark, any component definition thereof or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity 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.Article 2 Credit FacilitySectionÂ 2 Revolving Loans.Â Â Â Â (a)Â Â Â Â Making of Revolving Loans. Subject to the terms and conditions set forth in this Agreement, including without limitation, SectionÂ 2.16., each Revolving Lender severally and not jointly agrees to make Revolving Loans to the Borrower in Dollars during the period from and including the Effective Date to but excluding the Revolving Termination Date, in an aggregate principal amount at any one time outstanding up to, but not exceeding, the amount of such Lenderâ€™s Revolving Commitment. Each borrowing of Revolving Loans that are to be (i)Â Base Rate Loans shall be in an aggregate minimum amount of $1,000,000 and integral multiples of $500,000 in excess thereof and (ii)Â SOFR Loans shall be in an aggregate minimum amount of $1,000,000 and integral multiples of $500,000 in excess thereof. Notwithstanding the immediately preceding two sentences but subject to SectionÂ 2.16., a borrowing of Revolving Loans may be in the aggregate amount of the unused Revolving Commitments. Within the foregoing limits and subject to the terms and conditions of this Agreement, the Borrower may borrow, repay and reborrow Revolving Loans.Â Â Â Â (b)Â Â Â Â Requests for Revolving Loans. Not later than (x) 11:00 a.m. Eastern time on the proposed date of a borrowing of Revolving Loans that are to be Base Rate Loans, (y) 1:00 p.m. Eastern time at least Â Â Â Â Â Â Â Â 3 U.S. Government Securities Business Days prior to a borrowing of Revolving Loans that are to be Term SOFR Loans and (z) 11:00 a.m. Eastern time on the U.S. Government Securities Business Day that is the proposed date of a borrowing of Revolving Loans that are to be Daily Simple SOFR Loans, the Borrower shall deliver to the Administrative Agent a Notice of Borrowing. Each Notice of Borrowing shall specify the aggregate principal amount of the Revolving Loans to be borrowed, the date such Revolving Loans are to be borrowed (which must be a Business Day), the Type of the requested Revolving Loans, and if such Revolving Loans are to be Term SOFR Loans, the initial Interest Period for such Revolving Loans. Each Notice of Borrowing shall be irrevocable once given and binding on the Borrower. Prior to delivering a Notice of Borrowing, the Borrower may (without specifying whether a Revolving Loan will be a Base Rate Loan or a SOFR Loan) request that the Administrative Agent provide the Borrower with the most recent Adjusted Term SOFR or Adjusted Daily Simple SOFR available to the Administrative Agent. The Administrative Agent shall provide such quoted rate to the Borrower on the date of such request or as soon as possible thereafter.Â Â Â Â (c)Â Â Â Â Funding of Revolving Loans. Promptly after receipt of a Notice of Borrowing under the immediately preceding subsection (b), the Administrative Agent shall notify each Revolving Lender of the proposed borrowing. Each Revolving Lender shall deposit an amount equal to the Revolving Loan to be made by such Lender to the Borrower with the Administrative Agent at the Principal Office, in immediately available funds not later than 11:00 a.m. Eastern Time, in the case of Term SOFR Loans, and 12:00 p.m. Eastern time, in the case of Daily Simple SOFR Loans and Base Rate Loans, on the date of such proposed Revolving Loans. Subject to fulfillment of all applicable conditions set forth herein, the Administrative Agent shall make available to the Borrower in the account specified in the Disbursement Instruction Agreement, not later than (i) 1:00 p.m. Eastern time, in the case of Term SOFR Loans, on the date of the requested borrowing of Revolving Loans and (ii) 2:00 p.m. Eastern time, in the case of Daily Simple SOFR Loans and Base Rate Loans, on the date of the requested borrowing of Revolving Loans, the proceeds of such amounts received by the Administrative Agent. Â Â Â Â (d)Â Â Â Â Assumptions Regarding Funding by Revolving Lenders. With respect to Revolving Loans to be made after the Effective Date, unless the Administrative Agent shall have been notified by any Revolving Lender that such Lender will not make available to the Administrative Agent a Revolving Loan to be made by such Lender in connection with any borrowing, the Administrative Agent may assume that such Lender will make the proceeds of such Revolving Loan available to the Administrative Agent in accordance with this Section, and the Administrative Agent may (but shall not be obligated to), in reliance upon such assumption, make available to the Borrower the amount of such Revolving Loan to be provided by such Lender. In such event, if such Lender does not make available to the Administrative Agent the proceeds of such Revolving Loan, then such Lender and the Borrower severally agree to pay to the Administrative Agent on demand the amount of such Revolving Loan with interest thereon, for each day from and including the date such Revolving Loan is made available to the Borrower but excluding the date of payment to the Administrative Agent, at (i)Â in the case of a payment to be made by such Lender, the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation and (ii)Â in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Loans that are Revolving Loans. If the Borrower and such Lender shall pay the amount of such interest to the Administrative Agent for the same or overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays to the Administrative Agent the amount of such Revolving Loan, the amount so paid shall constitute such Lenderâ€™s Revolving Loan included in the borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Revolving Lender that shall have failed to make available the proceeds of a Revolving Loan to be made by such Lender.Â Â Â Â Â Â Â Â SectionÂ 2 Bid Rate Loans.Â Â Â Â (a)Â Â Â Â Bid Rate Loans. In addition to borrowings of Revolving Loans, at any time during the period from the Effective Date to but excluding the Revolving Termination Date, and so long as the Borrower continues to maintain an Investment Grade Rating from any two of S&P, Moodyâ€™s and Fitch, the Borrower may, as set forth in this Section, request the Revolving Lenders to make offers to make Bid Rate Loans to the Borrower in Dollars. The Revolving Lenders may, but shall have no obligation to, make such offers and the Borrower may, but shall have no obligation to, accept any such offers in the manner set forth in this Section.Â Â Â Â (b)Â Â Â Â Requests for Bid Rate Loans. When the Borrower wishes to request from the Revolving Lenders offers to make Bid Rate Loans, it shall give the Administrative Agent notice (a â€œBid Rate Quote Requestâ€) so as to be received no later than 11:00 a.m. Eastern time on (x)Â the Business Day immediately preceding the date of borrowing proposed therein, in the case of an Absolute Rate Auction and (y)Â the date 4 U.S. Government Securities Business Days prior to the proposed date of borrowing, in the case of a SOFR Auction. The Administrative Agent shall deliver to each Revolving Lender a copy of each Bid Rate Quote Request promptly upon receipt thereof by the Administrative Agent. The Borrower may request offers to make Bid Rate Loans for up to 3 different Interest Periods in any one Bid Rate Quote Request; provided that if granted each separate Interest Period shall be deemed to be a separate borrowing (a â€œBid Rate Borrowingâ€). Each Bid Rate Quote Request shall be substantially in the form of ExhibitÂ L and shall specify as to each Bid Rate Borrowing all of the following:Â Â Â Â (i)Â Â Â Â The proposed date of such Bid Rate Borrowing, which shall be a Business Day;Â Â Â Â (ii)Â Â Â Â The aggregate amount of such Bid Rate Borrowing which shall be in

a minimum amount of $5,000,000 and integral multiples of $1,000,000 in excess thereof which shall not cause any of the limits specified in SectionÂ 2.16. to be violated; Â Â Â Â (iii)Â Â Â Â whether the Bid Rate Quote Request is for SOFR Margin Loans or Absolute Rate Loans; andÂ Â Â Â (iv)Â Â Â Â the duration of the Interest Period applicable thereto, which shall not extend beyond the Revolving Termination Date.The Borrower shall not deliver any Bid Rate Quote Request within five Business Days of the giving of any other Bid Rate Quote Request and the Borrower shall not deliver more than 4 Bid Rate Quote Requests in any calendar month. The Borrower shall pay any fees due pursuant to Section 3.5.(d) at the time any Bid Rate Quote Request is delivered to the Administrative Agent. Such fees shall be due and payable whether or not any Bid Rate Quotes are submitted or any Bid Rate Quotes are accepted.Â Â Â Â (c)Â Â Â Â Bid Rate Quotes.Â Â Â Â (i)Â Â Â Â Each Revolving Lender may submit one or more Bid Rate Quotes, each containing an offer to make a Bid Rate Loan in response to any Bid Rate Quote Request; provided that, if the Borrowerâ€™s request under SectionÂ 2.2.(b) specified more than one Interest Period, such Revolving Lender may make a single submission containing only one Bid Rate Quote for each such Interest Period. Each Bid Rate Quote must be submitted to the Administrative Agent not later than 9:30Â a.m. Eastern time (x) on the proposed date of borrowing, Â Â Â Â Â Â Â Â in the case of an Absolute Rate Auction and (y) on the date 3 U.S. Government Securities Business Days prior to the proposed date of borrowing, in the case of a SOFR Auction, and in either case the Administrative Agent shall disregard any Bid Rate Quote received after such time; provided that the Revolving Lender then acting as the Administrative Agent may submit a Bid Rate Quote only if it notifies the Borrower of the terms of the offer contained therein not later than 30 minutes prior to the latest time by which the Revolving Lenders must submit applicable Bid Rate Quotes. Any Bid Rate Quote so made shall be irrevocable except with the consent of the Administrative Agent given at the request of the Borrower. Such Bid Rate Loans may be funded by a Revolving Lenderâ€™s Designated Lender (if any) as provided in SectionÂ 12.5.(g); however, such Revolving Lender shall not be required to specify in its Bid Rate Quote whether such Bid Rate Loan will be funded by such Designated Lender.Â Â Â Â (ii)Â Â Â Â Each Bid Rate Quote shall be substantially in the form of ExhibitÂ M and shall specify:Â Â Â Â (A)Â Â Â Â the proposed date of borrowing and the Interest Period therefor;Â Â Â Â (B)Â Â Â Â the principal amount of the Bid Rate Loan for which each such offer is being made; provided that the aggregate principal amount of all Bid Rate Loans for which a Revolving Lender submits Bid Rate Quotes (x) may be greater or less than the Revolving Commitment of such Revolving Lender but (y) shall not exceed the principal amount of the Bid Rate Borrowing for a particular Interest Period for which offers were requested; provided further that any Bid Rate Quote shall be in a minimum amount of $5,000,000 and integral multiples of $1,000,000 in excess thereof;Â Â Â Â (C)Â Â Â Â in the case of an Absolute Rate Auction, the rate of interest per annum (rounded upwards, if necessary, to the nearest one-hundredth of one percent (0.01%)) offered for each such Absolute Rate Loan (the â€œAbsolute Rateâ€);Â Â Â Â (D)Â Â Â Â in the case of a SOFR Auction, the margin above or below applicable Adjusted Term SOFR (the â€œSOFR Marginâ€) offered for each such SOFR Margin Loan, expressed as a percentage (rounded upwards, if necessary, to the nearest one-hundredth of one percent (0.01%)) to be added to (or subtracted from) the applicable Adjusted Term SOFR; andÂ Â Â Â (E)Â Â Â Â the identity of the quoting Revolving Lender.Unless otherwise agreed by the Administrative Agent and the Borrower, no Bid Rate Quote shall contain qualifying, conditional or similar language or propose terms other than or in addition to those set forth in the applicable Bid Rate Quote Request and, in particular, no Bid Rate Quote may be conditioned upon acceptance by the Borrower of all (or some specified minimum) of the principal amount of the Bid Rate Loan for which such Bid Rate Quote is being made.Â Â Â Â (d)Â Â Â Â Notification by Administrative Agent. The Administrative Agent shall, as promptly as practicable after the Bid Rate Quotes are submitted (but in any event not later than 10:30Â a.m. Eastern time (x) on the proposed date of borrowing, in the case of an Absolute Rate Auction or (y)Â on the date 3 U.S. Government Securities Business Days prior to the proposed date of borrowing, in the case of a SOFR Auction), notify the Borrower of the terms (i) of any Bid Rate Quote submitted by a Revolving Lender that is in accordance with SectionÂ 2.2.(c) and (ii) of any Bid Rate Quote that amends, modifies or Â Â Â Â Â Â Â Â is otherwise inconsistent with a previous Bid Rate Quote submitted by such Revolving Lender with respect to the same Bid Rate Quote Request. Any such subsequent Bid Rate Quote shall be disregarded by the Administrative Agent unless such subsequent Bid Rate Quote is submitted solely to correct a manifest error in such former Bid Rate Quote. The Administrative Agentâ€™s notice to the Borrower shall specify (A) the aggregate principal amount of the Bid Rate Borrowing for which offers have been received and (B) the principal amounts and Absolute Rates or SOFR Margins, as applicable, so offered by each Revolving Lender (identifying the Revolving Lender that made such Bid Rate Quote).Â Â Â Â (e)Â Â Â Â Acceptance by Borrower.Â Â Â Â (i)Â Â Â Â Not later than 11:30 a.m. Eastern time (x) on the proposed date of borrowing, in the case of an Absolute Rate Auction and (y) on the date 3 U.S. Government Securities Business Days prior to the proposed date of borrowing, in the case of a SOFR Auction, the Borrower shall notify the Administrative Agent of its acceptance or nonacceptance of the Bid Rate Quotes so notified to it pursuant to SectionÂ 2.2.(d). which notice shall be in the form of ExhibitÂ N. In the case of acceptance, such notice shall specify the aggregate principal amount of Bid Rate Quotes for each Interest Period that are accepted. The failure of the Borrower to give such notice by such time shall constitute nonacceptance. The Borrower may accept any Bid Rate Quote in whole or in part; provided that:Â Â Â Â (A)Â Â Â Â the aggregate principal amount of each Bid Rate Borrowing may not exceed the applicable amount set forth in the related Bid Rate Quote Request;Â Â Â Â (B)Â Â Â Â the aggregate principal amount of each Bid Rate Borrowing shall comply with the provisions of SectionÂ 2.2.(b)(ii) and together with all other Bid Rate Loans then outstanding shall not cause the limits specified in SectionÂ 2.16. to be violated;Â Â Â Â (C)Â Â Â Â acceptance of Bid Rate Quotes may be made only in ascending order of Absolute Rates or SOFR Margins, as applicable, in each case beginning with the lowest rate so offered; Â Â Â Â (D)Â Â Â Â any acceptance in part by the Borrower shall be in a minimum amount of $5,000,000 and integral multiples of $1,000,000 in excess thereof; andÂ Â Â Â (E)Â Â Â Â the Borrower may not accept any Bid Rate Quote that fails to comply with SectionÂ 2.2.(c) or otherwise fails to comply with the requirements of this Agreement.Â Â Â Â (ii)Â Â Â Â If Bid Rate Quotes are made by two or more Revolving Lenders with the same Absolute Rates or SOFR Margins, as applicable, for a greater aggregate principal amount than the amount in respect of which Bid Rate Quotes are permitted to be accepted for the related Interest Period, the principal amount of Bid Rate Loans in respect of which such Bid Rate Quotes are accepted shall be allocated by the Administrative Agent among such Revolving Lenders in proportion to the aggregate principal amount of such Bid Rate Quotes. Determinations by the Administrative Agent of the amounts of Bid Rate Loans shall be conclusive in the absence of manifest error.Â Â Â Â (f)Â Â Â Â Obligation to Make Bid Rate Loans. The Administrative Agent shall promptly (and in any event not later than (x) 12:00 noon Eastern time on the proposed date of borrowing of Absolute Rate Â Â Â Â Â Â Â Â Loans and (y)Â on the date 3 U.S. Government Securities Business Days prior to the proposed date of borrowing of SOFR Margin Loans) notify each Revolving Lender that submitted a Bid Rate Quote as to whose Bid Rate Quote has been accepted and the amount and rate thereof. A Revolving Lender who is notified that it has been selected to make a Bid Rate Loan may designate its Designated Lender (if any) to fund such Bid Rate Loan on its behalf, as described in Section 12.5.(g). Any Designated Lender which funds a Bid Rate Loan shall on and after the time of such funding become the obligee in respect of such Bid Rate Loan and be entitled to receive payment thereof when due. No Revolving Lender shall be relieved of its obligation to fund a Bid Rate Loan, and no Designated Lender shall assume such obligation, prior to the time the applicable Bid Rate Loan is funded. Any Revolving Lender whose offer to make any Bid Rate Loan has been accepted shall, not later than 11:00 a.m. Eastern time on the date specified for the making of such Loan, make the amount of such Loan available to the Administrative Agent at its Principal Office in immediately available funds, for the account of the Borrower. The amount so received by the Administrative Agent shall, subject to the terms and conditions of this Agreement, be made available to the Borrower not later than 12:00 noon Eastern time on such date by depositing the same, in immediately available funds, in an account of the Borrower designated by the Borrower.Â Â Â Â (g)Â Â Â Â No Effect on Revolving Commitment. Except for the purpose and to the extent expressly stated in SectionÂ 2.13. and 2.16., the amount of any Bid Rate Loan made by any Revolving Lender shall not constitute a utilization of such Lenderâ€™s Revolving Commitment.SectionÂ 2 Letters of Credit.Â Â Â Â (a)Â Â Â Â Letters of Credit. Subject to the terms and conditions of this Agreement, including without limitation, SectionÂ 2.16., the Issuing Banks, on behalf of the Revolving Lenders, agree to issue for the account of the Borrower during the period from and including the Effective Date to, but excluding, the date 30 days prior to the Revolving Termination Date, one or more standby letters of credit in Dollars (each a â€œLetter of Creditâ€) up to a maximum aggregate Stated Amount at any one time outstanding not to exceed $20,000,000 as such amount may be reduced from time to time in accordance with the terms hereof (the â€œL/C Commitment Amountâ€); provided, however, that an Issuing Bank shall not be obligated to issue any Letter of Credit if after giving effect to such issuance, the aggregate Stated Amounts of Letters of Credit issued by such Issuing Bank and then outstanding would exceed one-half of the L/C Commitment Amount. Â Â Â Â (b)Â Â Â Â Terms of Letters of Credit. At the time of issuance, the amount, form, terms and conditions of each Letter of Credit, and of any drafts or acceptances thereunder, shall be subject to the reasonable approval of the applicable Issuing Bank and the Borrower. Notwithstanding the foregoing, in no event may (i)Â the expiration date of any Letter of Credit extend beyond the Revolving Termination Date, or (ii) any Letter of Credit have a duration in excess of one year; provided, however, a Letter of Credit may contain a provision providing for the automatic extension of the expiration date in the absence of a notice of non-renewal from the applicable Issuing Bank but in no event shall any such provision permit the extension of the current expiration date of such Letter of Credit beyond the earlier of (x)Â the Revolving Termination Date and (y)Â the date one year after the then current expiration date. Notwithstanding the foregoing, a Letter of Credit may, as a result of its express terms or as the result of the effect of an automatic extension provision, have an expiration date of not more than one year beyond the Revolving Termination Date (any such Letter of Credit being referred to as an â€œExtended Letter of Creditâ€), so long as the Borrower delivers to the Administrative Agent for its benefit and the benefit of the applicable Issuing Bank and the Revolving Lenders no later than 30 days prior to the Revolving Termination Date, Cash Collateral for such Letter of Credit for deposit into the Letter of Credit Collateral Â Â Â Â Â Â Â Â Account in an amount equal to the Stated Amount of such Letter of Credit; provided that the obligations of the Borrower under this Section in respect of such Extended Letters of Credit shall survive the termination of this Agreement and shall remain in effect until no such Extended Letters of Credit remain outstanding. If the Borrower fails to provide Cash Collateral with respect to any Extended Letter of Credit by the date 30 days prior to the Revolving Termination Date, such failure shall be treated as a drawing under such Extended Letter of Credit (in an amount equal to the maximum Stated Amount of such Letter of Credit), which shall be reimbursed (or participations therein funded) by the Revolving Lenders in accordance with the immediately following subsectionsÂ (i) and (j), with the proceeds being utilized to provide Cash Collateral for such Letter of Credit. The initial Stated Amount of each Letter of Credit shall be at least $25,000 (or such lesser amount as may be acceptable to the applicable Issuing Bank, the Administrative Agent and the Borrower).Â Â Â Â (c)Â Â Â Â Requests for Issuance of Letters of Credit. The Borrower shall give the Issuing Bank it desires to issue a Letter of Credit and the Administrative Agent written notice at least 5 Business Days prior to the requested date of issuance of such Letter of Credit, such notice to describe in reasonable detail the proposed terms of such Letter of Credit and the nature of the transactions or obligations proposed to be supported by such Letter of Credit, and in any event shall set forth with respect to such Letter of Credit the proposed (i)Â initial Stated Amount, (ii)Â beneficiary, and (iii)Â expiration date. The Borrower shall also execute and deliver such customary applications and agreements for standby letters of credit, and other forms as requested from time to time by the applicable Issuing Bank. Provided the Borrower has given the notice prescribed by the first sentence of this subsection and delivered such applications and agreements referred to in the preceding sentence, subject to the other terms and conditions of this Agreement, including the satisfaction of any applicable conditions precedent set forth in SectionÂ 5.2., the applicable Issuing Bank shall issue the requested Letter of Credit on the requested date of issuance for the benefit of the stipulated beneficiary but in no event prior to the date 5 Business Days following the date after which such Issuing Bank has received all of the items required to be delivered to it under this subsection. An Issuing Bank shall not at any time be obligated to issue any Letter of Credit if such issuance would conflict with, or cause such Issuing Bank or any Revolving Lender to exceed any limits imposed by, any Applicable Law. References herein to â€œissueâ€ and derivations thereof with respect to Letters of Credit shall also include extensions or modifications of any outstanding Letters of Credit, unless the context otherwise requires and except for reductions of the Stated Amount of any outstanding Letters of Credit. Upon the written request of the Borrower, an Issuing Bank shall deliver to the Borrower a copy of (i) any Letter of Credit proposed to be issued hereunder prior to the issuance thereof and (ii) each issued Letter of Credit issued by such Issuing Bank within a reasonable time after the date of issuance thereof. To the extent any term of a Letter of Credit Document (excluding any certificate or other document presented by a beneficiary in connection with a drawing under such Letter of Credit) is inconsistent with a term of any Loan Document, the term of such Loan Document shall control. The Borrower shall examine the copy of any Letter of Credit or any amendment to a Letter of Credit that is delivered to it by the applicable Issuing Bank and, in the event of any claim of noncompliance with the Borrowerâ€™s instructions or other irregularity, the Borrower will promptly (but in any event, within 5 Business Days after the later of (x)Â receipt by the beneficiary of such Letter of Credit of the original of, or amendment to, such Letter of Credit, as applicable and (y)Â receipt by the Borrower of a copy of such Letter of Credit or amendment, as applicable) notify such Issuing Bank. The Borrower shall be conclusively deemed to have waived any such claim against the Issuing Bank and its correspondents unless such notice is given as aforesaid.Â Â Â Â (d)Â Â Â Â Reimbursement Obligations. Upon receipt by an Issuing Bank from the beneficiary of a Letter of Credit issued by such Issuing Bank of any demand for payment under such Letter of Credit and such Issuing Bankâ€™s determination that such demand for payment complies with the requirements of such Â Â Â Â Â Â Â Â Letter of Credit, such Issuing Bank shall promptly notify the Borrower and the Administrative Agent of the amount to be paid by such Issuing Bank as a result of such demand and the date on which payment is to be made by such Issuing Bank to such beneficiary in respect of such demand; provided, however, that an Issuing Bankâ€™s failure to give, or delay in giving, such notice shall not discharge the Borrower in any respect from the applicable Reimbursement Obligation. The Borrower hereby absolutely, unconditionally and irrevocably agrees to pay and reimburse each Issuing Bank for the amount of each demand for payment under each Letter of Credit issued by such Issuing Bank at or prior to the date on which payment is to be made by such Issuing Bank to the beneficiary thereunder, without presentment, demand, protest or other formalities of any kind. Upon receipt by an Issuing Bank of any payment in respect of any Reimbursement Obligation owing with respect to a Letter of Credit issued by such Issuing Bank, such Issuing Bank shall promptly pay to the Administrative Agent for the account of each Revolving Lender that has acquired a participation therein under the second sentence of subsection (i) of this Section such Lenderâ€™s Commitment Percentage of such payment.Â Â Â Â (e)Â Â Â Â Manner of Reimbursement. Upon its receipt of a notice referred to in the immediately preceding subsectionÂ (d), the Borrower shall advise the Administrative Agent and the applicable Issuing Bank whether or not the Borrower intends to borrow hereunder to finance its obligation to reimburse such Issuing Bank for the amount of the related demand for payment and, if it does, the Borrower shall submit a timely request for such borrowing as provided in the applicable provisions of this Agreement. If the Borrower fails to so advise the Administrative Agent and the applicable Issuing Bank, or if the Borrower fails to reimburse the applicable Issuing Bank for a demand for payment under a Letter of Credit by the date of such payment, the failure of which the applicable Issuing Bank shall promptly notify the Administrative Agent, then (i)Â if the applicable conditions contained in ArticleÂ V. would permit the making of Revolving Loans, the Borrower shall be deemed to have requested a borrowing of Revolving Loans (which shall be Base Rate Loans) in an amount equal to the unpaid Reimbursement Obligation and the Administrative Agent shall give each Revolving Lender prompt notice of the amount of the Revolving Loan to be made available to the Administrative Agent not later than 1:00 p.m. Eastern time and (ii)Â if such conditions would not permit the making of Revolving Loans, the provisions of subsectionÂ (j) of this Section shall apply. The limitations set forth in the second sentence of Section 2.1.(a) shall not apply to any borrowing of Base Rate Loans under this subsection.Â Â Â Â (f)Â Â Â Â Effect of Letters of Credit on Revolving Commitments. Upon the issuance by an Issuing Bank of a Letter of Credit and until such Letter of Credit shall have expired or been terminated or cancelled, the Revolving Commitment of each Revolving Lender shall be deemed to be utilized for all purposes of this Agreement in an amount equal to the product of (i)Â such Lenderâ€™s Commitment Percentage and (ii)Â (A) the Stated Amount of such Letter of Credit plus, without duplication, (B)Â any related Reimbursement Obligations then outstanding.Â Â Â Â (g)Â Â Â Â Issuing Banksâ€™ Duties Regarding Letters of Credit; Unconditional Nature of Reimbursement Obligations. In examining documents presented in connection with drawings under Letters of Credit and making payments under Letters of Credit issued by an Issuing Bank against such documents, such Issuing Bank shall only be required to use the same standard of care as it uses in connection with examining documents presented in connection with drawings under letters of credit in which it has not sold participations and making payments under such letters of credit. The Borrower assumes all risks of the acts and omissions of, or misuse of the Letters of Credit by, the respective beneficiaries of such Letters of Credit. In furtherance and not in limitation of the foregoing, none of the Administrative Agent, the Issuing Banks or any of the Lenders shall be responsible (unless resulting from bad faith, gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final, non-appealable judgment) for, and the Borrowerâ€™s obligations in respect of Letters of Credit shall Â Â Â Â Â Â Â Â not be affected in any manner by, (i)Â the form, validity, sufficiency, accuracy, genuineness or legal effects of any document submitted by any party in connection with the application for and issuance of or any drawing honored under any Letter of Credit even if such document should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent or forged; (ii)Â the validity or sufficiency of any instrument

transferring or assigning or purporting to transfer or assign any Letter of Credit, or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason; (iii)Â failure of the beneficiary of any Letter of Credit to comply fully with conditions required in order to draw upon such Letter of Credit; (iv)Â errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, telex, telecopy, electronic mail or otherwise, whether or not they be in cipher; (v)Â errors in interpretation of technical terms; (vi)Â any loss or delay in the transmission or otherwise of any document required in order to make a drawing under any Letter of Credit, or of the proceeds thereof; (vii)Â the misapplication by the beneficiary of any Letter of Credit or of the proceeds of any drawing under any Letter of Credit; or (viii)Â any consequences arising from causes beyond the control of the Issuing Banks, the Administrative Agent or the Lenders. None of the above shall affect, impair or prevent the vesting of any of the Issuing Bankâ€™s, the Administrative Agentâ€™s or any Lenderâ€™s rights or powers hereunder. Any action taken or omitted to be taken by an Issuing Bank under or in connection with any Letter of Credit issued by such Issuing Bank, if taken or omitted in the absence of bad faith, gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final, non-appealable judgment), shall not create against such Issuing Bank any liability to the Borrower, the Administrative Agent or any Lender. In this connection, the obligation of the Borrower to reimburse an Issuing Bank for any drawing made under any Letter of Credit issued by such Issuing Bank, and to repay any Revolving Loan made pursuant to the second sentence of subsection (e), of this Section, shall be absolute, unconditional and irrevocable and shall be paid strictly in accordance with the terms of this Agreement and any other applicable Letter of Credit Document under all circumstances whatsoever, including without limitation, the following circumstances: (A)Â any lack of validity or enforceability of any Letter of Credit Document or any term or provisions therein; (B)Â any amendment or waiver of or any consent to departure from all or any of the Letter of Credit Documents; (C)Â the existence of any claim, setoff, defense or other right which the Borrower may have at any time against such Issuing Bank, any other Issuing Bank, the Administrative Agent, any Lender, any beneficiary of a Letter of Credit or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or in the Letter of Credit Documents or any unrelated transaction; (D)Â any breach of contract or dispute between the Borrower, the Issuing Bank, the Administrative Agent, any Lender or any other Person; (E)Â any demand, statement or any other document presented under a Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein or made in connection therewith being untrue or inaccurate in any respect whatsoever; (F)Â any non-application or misapplication by the beneficiary of a Letter of Credit or of the proceeds of any drawing under such Letter of Credit; (G)Â payment by such Issuing Bank under any Letter of Credit against presentation of a draft or certificate which does not strictly comply with the terms of such Letter of Credit; and (H)Â any other act, omission to act, delay or circumstance whatsoever that might, but for the provisions of this Section, constitute a legal or equitable defense to or discharge of the Borrowerâ€™s Reimbursement Obligations. Notwithstanding anything to the contrary contained in this Section or SectionÂ 12.9., but not in limitation of the Borrowerâ€™s unconditional obligation to reimburse an Issuing Bank for any drawing made under a Letter of Credit as provided in this Section and to repay any Revolving Loan made pursuant to the second sentence of subsectionÂ (e), of this Section, the Borrower shall have no obligation to indemnify the Administrative Agent, any Issuing Bank or any Lender in respect of any liability incurred by the Administrative Agent, such Issuing Bank or such Lender arising solely out of the bad faith, gross negligence or willful misconduct of the Administrative Agent, such Issuing Bank or such Lender in respect of a Letter of Credit as determined by a court of competent jurisdiction in a final, non-appealable judgment. Except as otherwise provided in this Section, nothing in this Section shall affect any rights the Â Â Â Â Â Â Â Â Borrower may have with respect to the bad faith, gross negligence or willful misconduct of the Administrative Agent, any Issuing Bank or any Lender with respect to any Letter of Credit.Â Â Â Â (h)Â Â Â Â Amendments, Etc. The issuance by an Issuing Bank of any amendment, supplement or other modification to any Letter of Credit issued by such Issuing Bank shall be subject to the same conditions applicable under this Agreement to the issuance of new Letters of Credit (including, without limitation, that the request therefor be made through the applicable Issuing Bank and the Administrative Agent), and no such amendment, supplement or other modification shall be issued unless either (i)Â the respective Letter of Credit affected thereby would have complied with such conditions had it originally been issued hereunder in such amended, supplemented or modified form or (ii)Â the Administrative Agent and the Revolving Lenders, if any, required by SectionÂ 12.6. shall have consented thereto. In connection with any such amendment, supplement or other modification, the Borrower shall pay the fees, if any, payable under the last sentence of SectionÂ 3.5.(c).Â Â Â Â (i)Â Â Â Â Revolving Lendersâ€™ Participation in Letters of Credit. Immediately upon (i) the Effective Date with respect to all Existing Letters of Credit and (ii) the issuance by an Issuing Bank of any Letter of Credit, each Revolving Lender shall be deemed to have absolutely, irrevocably and unconditionally purchased and received from such Issuing Bank, without recourse or warranty, an undivided interest and participation to the extent of such Lenderâ€™s Commitment Percentage of the liability of such Issuing Bank with respect to such Letter of Credit and each Revolving Lender thereby shall absolutely, unconditionally and irrevocably assume, as primary obligor and not as surety, and shall be unconditionally obligated to such Issuing Bank to pay and discharge when due, such Lenderâ€™s Commitment Percentage of such Issuing Bankâ€™s liability under such Letter of Credit. In addition, upon the making of each payment by a Revolving Lender to the Administrative Agent for the account of an Issuing Bank in respect of any Letter of Credit issued by it pursuant to the immediately following subsectionÂ (j), such Lender shall, automatically and without any further action on the part of such Issuing Bank, the Administrative Agent or such Lender, acquire (i)Â a participation in an amount equal to such payment in the Reimbursement Obligation owing to such Issuing Bank by the Borrower in respect of such Letter of Credit and (ii)Â a participation in a percentage equal to such Lenderâ€™s Commitment Percentage in any interest or other amounts payable by the Borrower in respect of such Reimbursement Obligation (other than the Fees payable to such Issuing Bank pursuant to the second and the last sentences of SectionÂ 3.5.(c)).Â Â Â Â (j)Â Â Â Â Payment Obligation of Revolving Lenders. Each Revolving Lender severally agrees to pay to the Administrative Agent, for the account of an Issuing Bank, on demand in immediately available funds in Dollars the amount of such Lenderâ€™s Commitment Percentage of each drawing paid by such Issuing Bank under each Letter of Credit issued by it to the extent such amount is not reimbursed by the Borrower pursuant to subsection (d) of this Section; provided, however, that in respect of any drawing under any Letter of Credit, the maximum amount that any Revolving Lender shall be required to fund, whether as a Revolving Loan or as a participation, shall not exceed such Lenderâ€™s Commitment Percentage of such drawing except as otherwise provided in SectionÂ 3.9.(d). If the notice referenced in the second sentence of Section 2.3.(e) is received by a Revolving Lender not later than 12:00 noon Eastern time, then such Lender shall make such payment available to the Administrative Agent not later than 3:00 p.m. Eastern time on the date of demand therefor; otherwise, such payment shall be made available to the Administrative Agent not later than 2:00 p.m. Eastern time on the next succeeding Business Day. Each Revolving Lenderâ€™s obligation to make such payments to the Administrative Agent under this subsection, and the Administrative Agentâ€™s right to receive the same for the account of the applicable Issuing Bank, shall be absolute, irrevocable and unconditional and shall not be affected in any way by any circumstance whatsoever, including without limitation, (i)Â the failure of any other Revolving Lender to make its payment under this subsection, (ii)Â the financial condition of the Borrower or any other Â Â Â Â Â Â Â Â Loan Party, (iii)Â the existence of any Default or Event of Default, including any Event of Default described in SectionÂ 10.1.(e) or (f), (iv)Â the termination of the Revolving Commitments or (v)Â the delivery of Cash Collateral in respect of any Extended Letter of Credit. Each such payment to the Administrative Agent for the account of the applicable Issuing Bank shall be made without any offset, abatement, withholding or deduction whatsoever. Â Â Â Â (k)Â Â Â Â Information to Lenders. Promptly following any change in Letters of Credit outstanding issued by an Issuing Bank, such Issuing Bank shall deliver to the Administrative Agent, which shall promptly provide the same to each Revolving Lender and the Borrower, a notice describing the aggregate amount of all Letters of Credit issued by such Issuing Bank outstanding at such time. Upon the request of the Administrative Agent from time to time, an Issuing Bank shall deliver any other information reasonably requested by the Administrative Agent (or a Revolving Lender through the Administrative Agent) with respect to such Letter of Credit that is the subject of the request. Other than as set forth in this subsection, the Issuing Banks and the Administrative Agent shall have no duty to notify the Lenders regarding the issuance or other matters regarding Letters of Credit issued hereunder. The failure of any Issuing Bank or the Administrative Agent to perform its requirements under this subsection shall not relieve any Lender from its obligations under the immediately preceding subsection (j).(l)Â Â Â Â Existing Letters of Credit. The parties agree that each Existing Letter of Credit shall, from and after the Effective Date, be deemed to be a Letter of Credit issued under this Agreement and shall be subject to and governed by the terms and conditions of this Agreement and the other Loan Documents.Â Â Â Â (m)Â Â Â Â Extended Letters of Credit. Each Revolving Lender confirms that its obligations under the immediately preceding subsections (i) and (j) shall be reinstated in full and apply if the delivery of any Cash Collateral in respect of an Extended Letter of Credit is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise.SectionÂ [Reserved].SectionÂ 2 Rates and Payment of Interest on Loans.Â Â Â Â (a)Â Â Â Â Rates. The Borrower promises to pay to the Administrative Agent for the account of each Lender interest on the unpaid principal amount of each Loan made by such Lender for the period from and including the date of the making of such Loan to but excluding the date such Loan shall be paid in full, at the following per annum rates:Â Â Â Â (i)Â Â Â Â during such periods as such Loan is a Base Rate Loan, at the Base Rate (as in effect from time to time), plus the Applicable Margin for Base Rate Loans of the applicable Class of such Loan; Â Â Â Â (ii)Â Â Â Â during such periods as such Loan is a Daily Simple SOFR Loan, at Adjusted Daily Simple SOFR (as in effect from time to time), plus the Applicable Margin for SOFR Loans of the applicable Class of such Loan;Â Â Â Â (iii)Â Â Â Â during such periods as such Loan is a Term SOFR Loan, at Adjusted Term SOFR for such Loan for the Interest Period therefor, plus the Applicable Margin for SOFR Loans of the applicable Class of such Loan;Â Â Â Â Â Â Â Â Â Â Â Â (iii)Â Â Â Â if such Loan is an Absolute Rate Loan, at the Absolute Rate for such Loan, as applicable, for the Interest Period therefor quoted by the Lender making such Loan in accordance with SectionÂ 2.2.; andÂ Â Â Â (iv)Â Â Â Â if such Loan is a SOFR Margin Loan, at Adjusted Term SOFR for such Loan for the Interest Period therefor plus (or minus) the SOFR Margin quoted by the Lender making such Loan in accordance with SectionÂ 2.2.Notwithstanding the foregoing, all Obligations which are not paid when due shall bear interest at the Post-Default Rate (including, without limitation, accrued but unpaid interest to the extent permitted under Applicable Law). Â Â Â Â (b)Â Â Â Â Payment of Interest. All accrued and unpaid interest on the outstanding principal amount of each Loan shall be payable (i)Â for Loans that are not Term SOFR Loans, monthly in arrears on the first Business Day of each month, commencing with the first full calendar month occurring after the Effective Date, (ii) for Term SOFR Loans, on the last day of each Interest Period therefor and, if such Interest Period is longer than three months, at three-month intervals following the first day of such Interest Period and (iii)Â on any date on which the principal balance of such Loan is due and payable in full (whether at maturity, due to acceleration or otherwise). Interest payable at the Post-Default Rate shall be payable from time to time on demand. All determinations by the Administrative Agent of an interest rate hereunder shall be conclusive and binding on the Lenders and the Borrower for all purposes, absent manifest error. SectionÂ  Number of Interest Periods.Â Â Â Â There may be no more than (a) 10 different Interest Periods for Revolving Loans and Bid Rate Loans, collectively outstanding at the same time and (b) 5 different Interest Periods for each Class of Term Loans.SectionÂ 2 Repayment of Loans.Â Â Â Â (a)Â Â Â Â Revolving Loans and Term Loans. The Borrower shall repay the entire outstanding principal amount of, and all accrued but unpaid interest on, a Class of Loans on the Termination Date for such Class of Loans. Â Â Â Â (b)Â Â Â Â Bid Rate Loans. The Borrower shall repay the entire outstanding principal amount of, and all accrued interest on, each Bid Rate Loan on the last day of the Interest Period of such Bid Rate Loan.SectionÂ 2 Prepayments.Â Â Â Â (a)Â Â Â Â Optional. Subject to SectionÂ 4.4., the Borrower may prepay any Class of Loans (other than a Bid Rate Loan) at any time without premium or penalty. A Bid Rate Loan may only be prepaid with the prior written consent of the Lender holding such Bid Rate Loan. The Borrower shall give the Administrative Agent (i) with respect to the prepayment of any SOFR Loan, at least 3 U.S. Government Securities Business Days prior written notice of such prepayment and (ii) with respect to the prepayment of any Base Rate Loan, written notice not later than 12:00 pm noon Eastern time on the date of such Â Â Â Â Â Â Â Â prepayment. Each voluntary prepayment of a Class of Loans shall be in an aggregate minimum amount of $1,000,000 and integral multiples of $500,000 in excess thereof.Â Â Â Â (b)Â Â Â Â Mandatory. Â Â Â Â (i)Â Â Â Â Revolving Commitment Overadvance. If at any time the aggregate principal amount of all outstanding Revolving Loans and Bid Rate Loans, together with the aggregate amount of all Letter of Credit Liabilities, exceeds the aggregate amount of the Revolving Commitments, the Borrower shall immediately upon demand pay to the Administrative Agent for the account of the Revolving Lenders, the amount of such excess. Â Â Â Â (ii)Â Â Â Â Bid Rate Facility Overadvance. If at any time the aggregate principal amount of all outstanding Bid Rate Loans exceeds one-half of the aggregate amount of all Revolving Commitments at such time, then the Borrower shall immediately pay to the Administrative Agent for the accounts of the applicable Lenders the amount of such excess.Â Â Â Â (iii)Â Â Â Â Application of Mandatory Prepayments. Amounts paid under the preceding subsectionÂ (b)(i) shall be applied to pay all amounts of principal outstanding on the Revolving Loans and any Reimbursement Obligations pro rata in accordance with SectionÂ 3.2.; provided, however, that if no Default or Event of Default exists at the time such prepayment is made, and such prepayment would result in the Borrower being required to compensate the Lenders pursuant to Section 4.4., then such prepayment shall be applied first to Base Rate Loans, then to Daily Simple SOFR Loans and then to Term SOFR Loans, and if any Letters of Credit are outstanding at such time, the remainder, if any, shall be deposited into the Letter of Credit Collateral Account for application to any Reimbursement Obligations. Amounts paid under the preceding subsectionÂ (b)(ii) shall be applied in accordance with SectionÂ 3.2.(e). If the Borrower is required to pay any outstanding Term SOFR Loans or Bid Rate Loans by reason of this Section prior to the end of the applicable Interest Period therefor, the Borrower shall pay all amounts due under SectionÂ 4.4.Â Â Â Â (c)Â Â Â Â No Effect on Derivatives Contracts. No repayment or prepayment of the Loans pursuant to this Section shall affect any of the Borrowerâ€™s obligations under any Derivatives Contracts entered into with respect to the Loans.Section [Reserved].SectionÂ  Continuation.Â Â Â Â So long as no Event of Default exists and, without the prior written consent of the Administrative Agent, so long as no Default exists, the Borrower may on any Business Day, with respect to any Term SOFR Loan, elect to maintain such Term SOFR Loan or any portion thereof as a Term SOFR Loan by selecting a new Interest Period for such Term SOFR Loan. Each Continuation of a Term SOFR Loan shall be in an aggregate minimum amount of $1,000,000 and integral multiples of $500,000 in excess of that amount, and each new Interest Period selected under this Section shall commence on the last day of the immediately preceding Interest Period. Each selection of a new Interest Period shall be made by the Borrower giving to the Administrative Agent a Notice of Continuation not later than 11:00Â a.m. Eastern time on the third U.S. Government Securities Business Day prior to the date of any such Continuation. Such notice by the Borrower of a Continuation shall be by telecopy, electronic mail or other similar form of communication in the form of a Notice of Continuation, specifying (a)Â the proposed date of such Â Â Â Â Â Â Â Â Continuation, (b)Â the Term SOFR Loans, Class and portions thereof subject to such Continuation, (c)Â the duration of the selected Interest Period, all of which shall be specified in such manner as is necessary to comply with all limitations on Loans outstanding hereunder and (d) the amount of such Term SOFR Loans, if any, that the Borrower has elected to have subject to a Specified Derivatives Contract that provides a hedge against interest rate risks and the Specified Derivatives Contract(s) to which such amount is subject. Each Notice of Continuation shall be irrevocable by and binding on the Borrower once given. Promptly after receipt of a Notice of Continuation, the Administrative Agent shall notify each Lender holding Loans being Continued of the proposed Continuation. If the Borrower shall fail to select in a timely manner a new Interest Period for any Term SOFR Loan in accordance with this Section, such Loan will automatically, on the last day of the current Interest Period therefor, continue as a Term SOFR Loan with an Interest Period of one month; provided, however, that if a Default or Event of Default exists, such Loan will automatically, on the last day of the current Interest Period therefor, Convert into a Base Rate Loan notwithstanding the first sentence of SectionÂ 2.11. or the Borrowerâ€™s failure to comply with any of the terms of such Section. SectionÂ  Conversion.Â Â Â Â The Borrower may on any Business Day, upon the Borrowerâ€™s giving of a Notice of Conversion to the Administrative Agent by telecopy, electronic mail or other similar form of communication, Convert all or a portion of a Loan of one Type into a Loan of another Type but of the same Class; provided, however, a Base Rate Loan may not be Converted into a SOFR Loan if a Default or Event of Default exists. Each Conversion of Base Rate Loans of a Class into SOFR Loans of such Class, shall be in an aggregate minimum amount of $1,000,000 and integral multiples of $500,000 in excess of that amount. Each such Notice of Conversion shall be given not later than 11:00Â a.m. Eastern time (x) with respect to Loans that are to be Converted to Base Rate Loans, 3 Business Days, (y) with respect to Loans that are to be Converted into Term SOFR Loans, 3 U.S. Government Securities Business Days and (z) with respect to Loans that are to be Converted into Daily Simple SOFR Loans, 1 U.S. Government Securities Business Day, in each case, prior to the date of any proposed Conversion. Promptly after receipt of a Notice of Conversion, the Administrative Agent shall notify each Lender holding Loans being Converted of the proposed Conversion. Subject to the restrictions specified above, each Notice of Conversion shall be by telecopy, electronic mail or other similar form of communication in the form of a Notice of Conversion specifying (a)Â the requested date of such Conversion, (b)Â the Type and Class of Loan to be Converted, (c)Â the portion of such Type of Loan to be Converted, (d)Â the Type of Loan such Loan is to be Converted into, (e)Â if such Conversion is into a Term SOFR Loan, the requested duration of the Interest Period of such Loan and (f) the amount of such SOFR Loans, if any, that the Borrower has elected to have subject to a Specified Derivatives Contract that

provides a hedge against interest rate risks and the Specified Derivatives Contract(s) to which such amount is subject. Each Notice of Conversion shall be irrevocable by and binding on the Borrower once given. SectionÂ 2 Notes.Â Â Â Â (a)Â Â Â Â Notes. If requested by any Lender by notification to the Administrative Agent in writing that it elects to receive (i) a Revolving Note, the Revolving Loans made by each Revolving Lender shall, in addition to this Agreement, also be evidenced by a Revolving Note, payable to the order of such Lender in a principal amount equal to the amount of its Revolving Commitment as originally in effect and otherwise duly completed, (ii) a Term Loan Note, the Term Loans made by each Term Loan Lender of any Class of Term Loans made under Section 2.17 shall, in addition to this Agreement, also be evidenced by a Term Loan Note of such Class, payable to the order of such Lender in a principal amount equal to the amount of its Term Loan of such Class and otherwise duly completed and (iii) a Bid Rate Note, the Â Â Â Â Â Â Â Â Bid Rate Loans made by a Revolving Lender to the Borrower shall, in addition to this Agreement, also be evidenced by a Bid Rate Note payable to the order of such Revolving Lender. Â Â Â Â (b)Â Â Â Â Records. The date, amount, interest rate, Class, Type and duration of Interest Periods (if applicable) of each Loan made by each Lender to the Borrower, and each payment made on account of the principal thereof, shall be recorded by such Lender on its books and such entries shall be binding on the Borrower absent manifest error; provided, however, that (i) the failure of a Lender to make any such record shall not affect the obligations of the Borrower under any of the Loan Documents and (ii)Â if there is a discrepancy between such records of a Lender and the statements of accounts maintained by the Administrative Agent pursuant to SectionÂ 3.8., in the absence of manifest error, the statements of account maintained by the Administrative Agent pursuant to SectionÂ 3.8. shall be controlling.Â Â Â Â (c)Â Â Â Â Lost, Stolen, Destroyed or Mutilated Notes. Upon receipt by the Borrower of (i)Â written notice from a Lender that a Note of such Lender has been lost, stolen, destroyed or mutilated, and (ii)(A)Â in the case of loss, theft or destruction, an unsecured agreement of indemnity from such Lender in form reasonably satisfactory to the Borrower, or (B)Â in the case of mutilation, upon surrender and cancellation of such Note, the Borrower shall at its own expense execute and deliver to such Lender a new Note dated the date of such lost, stolen, destroyed or mutilated Note. SectionÂ 2 Voluntary Reductions of the Revolving Commitments.Â Â Â Â The Borrower shall have the right to terminate or reduce the aggregate unused amount of the Revolving Commitments (for which purpose use of the Revolving Commitments shall be deemed to include the aggregate amount of all Letter of Credit Liabilities and the aggregate principal amount of all outstanding Bid Rate Loans) at any time and from time to time without penalty or premium upon not less than 5 Business Days prior written notice to the Administrative Agent of each such termination or reduction, which notice shall specify the effective date thereof and the amount of any such reduction (which in the case of any partial reduction of the Revolving Commitments shall not be less than $1,000,000 and integral multiples of $500,000 in excess of that amount in the aggregate) and shall be irrevocable once given and effective only upon receipt by the Administrative Agent (â€œReduction Noticeâ€); provided, however, the Borrower may not reduce the aggregate amount of the Revolving Commitments below $50,000,000 unless the Borrower is terminating the Revolving Commitments in full. Promptly after receipt of a Reduction Notice the Administrative Agent shall notify each Revolving Lender of the proposed termination or Commitment reduction. The Revolving Commitments, once reduced or terminated pursuant to this Section, may not be increased or reinstated, except as provided pursuant to Section 2.17. The Borrower shall pay all interest and fees on the Revolving Loans accrued to the date of such reduction or termination of the Revolving Commitments to the Administrative Agent for the account of the Revolving Lenders, including but not limited to any applicable compensation due to each Revolving Lender in accordance with SectionÂ 4.4.Section Extension of Revolving Termination Date.Â Â Â Â The Borrower shall have the right, exercisable two times, to extend the Revolving Termination Date by six-months in the case of each such extension. The Borrower may exercise such right only by executing and delivering to the Administrative Agent at least 30 days but not more than 90 days prior to the current Revolving Termination Date, a written request for such extension (an â€œExtension Requestâ€). The Administrative Agent shall notify the Revolving Lenders if it receives an Extension Request promptly upon receipt thereof. The Revolving Termination Date shall be extended for six-months effective upon receipt by the Administrative Agent of the Extension Request and the satisfaction of the Â Â Â Â Â Â Â Â following conditions: (x)Â immediately prior to such extension and immediately after giving effect thereto, (A)Â no Default or Event of Default shall exist and (B)Â the representations and warranties made or deemed made by the Borrower and each other Loan Party in the Loan Documents to which any of them is a party, shall be true and correct in all material respects (except in the case of a representation or warranty qualified by materiality, in which case such representation or warranty shall be true and correct in all respects) on and as of the date of such extension with the same force and effect as if made on and as of such date except to the extent that such representations and warranties expressly relate solely to an earlier date (in which case such representations and warranties shall have been true and correct in all material respects (except in the case of a representation or warranty qualified by materiality, in which case such representation or warranty shall be true and correct in all respects) on and as of such earlier date) and except for changes in factual circumstances not prohibited under the Loan Documents and (y) before the then current Revolving Termination Date,Â the Borrower shall have paid the Fees payable under SectionÂ 3.5.(e). At any time prior to the effectiveness of any such extension, upon the Administrative Agentâ€™s request, the Borrower shall deliver to the Administrative Agent a certificate from the chief executive officer or chief financial officer certifying the matters referred to in the immediately preceding sub-clauses (x)(A) and (x)(B). SectionÂ  Expiration Date of Letters of Credit Past Revolving Commitment Termination. Â Â Â Â If on the date the Revolving Commitments are terminated or reduced to zero (whether voluntarily, by reason of the occurrence of an Event of Default or otherwise) there are any Letters of Credit outstanding hereunder and the aggregate Stated Amount of such Letters of Credit exceeds the balance of available funds on deposit in the Letter of Credit Collateral Account, then the Borrower shall, on such date, pay to the Administrative Agent, for its benefit and the benefit of the Issuing Bank and the Revolving Lenders, for deposit into the Letter of Credit Collateral Account, an amount of money equal to the amount of such excess.SectionÂ  Amount Limitations. Â Â Â Â Notwithstanding any other term of this Agreement or any other Loan Document, no Revolving Lender shall be required to make a Revolving Loan, no Revolving Lender shall make any Bid Rate Loan, the Issuing Banks shall not be required to issue a Letter of Credit and no reduction of the Revolving Commitments pursuant to SectionÂ 2.13. shall take effect, if immediately after the making of such Loan, the issuance of such Letter of Credit or such reduction in the Revolving Commitments:Â Â Â Â (a)Â Â Â Â the aggregate principal amount of all outstanding Revolving Loans and Bid Rate Loans, together with the aggregate amount of all Letter of Credit Liabilities, would exceed the aggregate amount of the Revolving Commitments at such time; orÂ Â Â Â (b)Â Â Â Â the aggregate principal amount of all outstanding Bid Rate Loans would exceed 50.0% of the aggregate amount of the Revolving Commitments at such time.SectionÂ  Increase in Revolving Commitments; New or Additional Term Loans.Â Â Â Â (a)Â Â Â Â The Borrower shall have the right (i)Â during the period beginning on the Effective Date to but excluding the Revolving Termination Date to request increases in the aggregate amount of the Revolving Commitments or (ii)Â during the period beginning on the Effective Date to but excluding the latest Termination Date of any Loans then in effect hereunder (or, in the case of any request related to a Class of Term Loans, the Termination Date for such Class of Term Loans), to request the making of Â Â Â Â Â Â Â Â additional Term Loans of such Class or the making of additional term loans under a new tranche of term loans (collectively, the â€œAdditional Term Loansâ€), in each case by providing written notice to the Administrative Agent, which notice shall be irrevocable once given; provided, however, that after giving effect to any such increases of the Revolving Commitments and the making of the Additional Term Loans, the aggregate amount of the Revolving Commitments and the aggregate outstanding principal balance of the Term Loans shall not exceed $1,000,000,000. Each such increase in the Commitments or borrowing of Term Loans must be an aggregate minimum amount of $20,000,000 and integral multiples of $500,000 in excess thereof. No Lender shall be obligated in any way whatsoever to increase its Revolving Commitment, to provide a new Revolving Commitment or to make an Additional Term Loan, and any new Lender becoming a party to this Agreement in connection with any such requested increase of the Revolving Commitments or making of Additional Term Loans must be an Eligible Assignee. If a Person becomes a new Lender having a Commitment under this Agreement, or if any existing Revolving Lender is increasing its Revolving Commitment, such Lender shall on the date it becomes a Revolving Lender hereunder (or in the case of an existing Revolving Lender, increases its Revolving Commitment) (and as a condition thereto) purchase from the other Revolving Lenders its Commitment Percentage (determined with respect to the Revolving Lendersâ€™ respective Revolving Commitments and after giving effect to the increase of Revolving Commitments) of any outstanding Revolving Loans, by making available to the Administrative Agent for the account of such other Revolving Lenders, in same day funds, an amount equal to (A)Â the portion of the outstanding principal amount of such Revolving Loans to be purchased by such Lender, plus (B) the aggregate amount of payments previously made by the other Revolving Lenders under SectionÂ 2.3.(j) that have not been repaid, plus (C)Â interest accrued and unpaid to and as of such date on such portion of the outstanding principal amount of such Revolving Loans. The Borrower shall pay to the Revolving Lenders amounts payable, if any, to such Revolving Lenders under SectionÂ 4.4. as a result of the prepayment of any such Revolving Loans. Effecting any increase of the Revolving Commitments or the making of Additional Term Loans under this Section is subject to the following conditions precedent: (x)Â no Default or Event of Default shall be in existence on the effective date of such increase of the Revolving Commitments or the making of such Additional Term Loans, (y)Â the Continuing Representations made or deemed made by the Borrower and any other Loan Party in any Loan Document to which such Loan Party is a party shall be true and correct in all material respects (except in the case of a representation or warranty qualified by materiality, in which case such representation or warranty shall be true and correct in all respects) on the effective date of any such increase in the Revolving Commitments or making of Additional Term Loans except to the extent that such representations and warranties expressly related solely to an earlier date (in which case such representations and warranties shall have been true and correct in all material respects (except in the case of a representation or warranty qualified by materiality, in which case such representation or warranty shall have been true and correct in all respects) on and as of such earlier date) and except for changes in factual circumstances not prohibited hereunder and (z)Â  the Administrative Agent shall have received each of the following, in form and substance satisfactory to the Administrative Agent: (i) if not previously delivered to the Administrative Agent, copies certified by the Secretary or Assistant Secretary of (A) all corporate, partnership, member or other necessary action taken by the Borrower to authorize such increase of the Revolving Commitments or borrowing of such Additional Term Loans and (B) all corporate, partnership, member or other necessary action taken by each Guarantor authorizing the guaranty of such increase of the Revolving Commitments or such Additional Term Loans; (ii)Â if requested by the Administrative Agent, an opinion of counsel to the Borrower and the Guarantors, and addressed to the Administrative Agent, the Issuing Banks and the Lenders covering such matters as reasonably requested by the Administrative Agent; and (iii) (A) in the case of an increase in the Revolving Commitments, new Revolving Notes executed by the Borrower, payable to any new Revolving Lenders providing Revolving Commitments and replacement Revolving Notes executed by the Borrower, payable to any existing Revolving Lenders increasing their respective Revolving Commitments, in each Â Â Â Â Â Â Â Â case, in the amount of such Lenderâ€™s Revolving Commitment at the time of the effectiveness of the applicable increase in the aggregate amount of the Revolving Commitments (and if such Revolving Note is in replacement of an existing Revolving Note, such Revolving Lender shall promptly return any existing Revolving Notes held by such Revolving Lender to the Borrower (or, if lost, destroyed or mutilated, if requested by the Borrower a lost note affidavit including a customary indemnity)) and (B) in the case of making of Additional Term Loans, new Term Loan Notes of the applicable Class of Term Loans executed by the Borrower, payable to any new Term Loan Lenders making such Additional Term Loans of such Class, of the applicable Class executed by the Borrower payable to such existing Term Loan Lenders making such Additional Term Loans of such Class, in each case, in the aggregate principal amount of such Lenderâ€™s outstanding Term Loan of the applicable Class at the time of the making of such Additional Term Loans (and in the case of the preceding clauses (A) and (B), only to the extent any applicable Lender has requested to receive Notes). In connection with any increase in the aggregate amount of the Revolving Commitments or the making of Additional Term Loans pursuant to this SectionÂ 2.17. any Lender becoming a party hereto shall (1)Â execute such documents and agreements as the Administrative Agent may reasonably request and (2)Â in the case of any Lender that is organized under the laws of a jurisdiction outside of the United States of America, provide to the Administrative Agent, its name, address, tax identification number and/or such other information as shall be necessary for the Administrative Agent to comply with â€œknow your customerâ€ and anti-money laundering rules and regulations, including without limitation, the Patriot Act.Â Â Â Â (b)Â Â Â Â This SectionÂ 2.17. shall supersede any provisions in SectionÂ 3.2. or SectionÂ 12.6. to the contrary. SectionÂ  Funds Transfer Disbursements.Â Â Â Â The Borrower hereby authorizes the Administrative Agent to disburse the proceeds of any Loan made by the Lenders or any of their Affiliates pursuant to the Loan Documents as requested by an authorized representative of the Borrower to any of the accounts designated in the Disbursement Instruction Agreement.SectionÂ  Reallocations on Effective Date.Â Â Â Â Simultaneously with the effectiveness of this Agreement, the Revolving Commitments of each of the Revolving Lenders as existing immediately prior to the Effective Date, shall be reallocated among the Revolving Lenders so that the Revolving Commitments are held by the Revolving Lenders as set forth on ScheduleÂ I attached hereto. To effect such reallocations each Revolving Lender who either had no Revolving Commitment prior to the effectiveness of this Agreement or whose Revolving Commitment upon the effectiveness of this Agreement exceeds its Revolving Commitment immediately prior to the effectiveness of this Agreement (each an â€œAssignee Revolving Lenderâ€) shall be deemed to have purchased all right, title and interest in, and all obligations in respect of, the Revolving Commitments from the Revolving Lenders whose Revolving Commitments upon the effectiveness of this Agreement are less than their respective Revolving Commitment immediately prior to the effectiveness of this Agreement (each an â€œAssignor Revolving Lenderâ€), so that the Revolving Commitments of the Revolving Lenders will be held by the Revolving Lenders as set forth on ScheduleÂ I. Such purchases shall be deemed to have been effected by way of, and subject to the terms and conditions of, an Assignment and Assumption without the payment of any related assignment fee, and, except for Notes to be provided to the Assignor Lenders and Assignee Lenders in the principal amount of their respective Revolving Commitments, no other documents or instruments shall be, or shall be required to be, executed in connection with such assignments (all of which are hereby waived). The Assignor Lenders, the Assignee Â Â Â Â Â Â Â Â Lenders and the other Lenders shall make such cash settlements among themselves, through the Administrative Agent, as the Administrative Agent may direct (after giving effect to the making of any Loans to be made on the Effective Date and any netting transactions effected by the Administrative Agent) with respect to such reallocations and assignments so that the aggregate outstanding principal amount of Revolving Loans shall be held by the Revolving Lenders pro rata in accordance with the amount of the Revolving Commitments set forth on ScheduleÂ I.SectionÂ  Initial Benchmark Conforming Changes.Â Â Â Â In connection with the use or administration of any Benchmark, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. The Administrative Agent will promptly notify the Borrower and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of any Benchmark.Article 3 Payments, Fees and Other General ProvisionsSectionÂ 3 Payments.Â Â Â Â (a)Â Â Â Â Payments by Borrower. Except to the extent otherwise provided herein, all payments of principal, interest, Fees and other amounts to be made by the Borrower under this Agreement, the Notes or any other Loan Document shall be made in Dollars, in immediately available funds, without setoff, deduction or counterclaim (excluding Taxes required to be withheld pursuant to SectionÂ 3.10.), to the Administrative Agent at the Principal Office, not later than 2:00 p.m. Eastern time on the date on which such payment shall become due (each such payment made after such time on such due date to be deemed to have been made on the next succeeding Business Day). Subject to Section 10.5., the Borrower shall, at the time of making each payment under this Agreement or any other Loan Document, specify to the Administrative Agent the amounts payable by the Borrower hereunder to which such payment is to be applied. Each payment received by the Administrative Agent for the account of a Lender under this Agreement or any Note shall be paid to such Lender by wire transfer of immediately available funds in accordance with the wiring instructions provided by such Lender to the Administrative Agent from time to time, for the account of such Lender at the applicable Lending Office of such Lender. Each payment received by the Administrative Agent for the account of an Issuing Bank under this Agreement shall be paid to such Issuing Bank by wire transfer of immediately available funds in accordance with the wiring instructions provided by such Issuing Bank to the Administrative Agent from time to time, for the account of such Issuing Bank. In the event the Administrative Agent fails to pay such amounts to such Lender or such Issuing Bank, as the case may be, within one Business Day of receipt of such amounts, the Administrative Agent shall pay interest on such amount until paid at a rate per annum equal to the Federal Funds Rate from time to time in effect. If the due date of any payment under this Agreement or any other Loan Document would otherwise fall on a day which is not a Business Day such date shall be extended to the next succeeding Business Day and interest shall continue to accrue at the rate, if any, applicable to such payment for the period of such extension.Â Â Â Â (b)Â Â Â Â Presumptions Regarding Payments by Borrower. Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or an Issuing Bank hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment Â Â Â Â Â Â Â Â on such date in accordance herewith and may (but shall not be obligated to), in reliance upon such assumption, distribute to the Lenders or the Issuing Banks, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or

the Issuing Banks, as the case may be, severally agrees to repay to the Administrative Agent on demand that amount so distributed to such Lender or such Issuing Bank, with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. SectionÂ 3 Pro Rata Treatment.Â Â Â Â Except to the extent otherwise provided herein: (a)Â each borrowing from the Revolving Lenders under SectionsÂ 2.1.(a) and 2.3.(e) shall be made from the Revolving Lenders, each payment of the fees under SectionÂ 3.5.(b), the first sentence of Section 3.5.(c), and Section 3.5.(e) shall be made for the account of the Revolving Lenders, and each termination or reduction of the amount of the Revolving Commitments under SectionÂ 2.13. or otherwise pursuant to this Agreement shall be applied to the respective Revolving Commitments of the Revolving Lenders, pro rata according to the amounts of their respective Revolving Commitments; (b) [reserved]; (c)Â each payment or prepayment of principal of a Class of Loans shall be made for the account of the Lenders of such Class pro rata in accordance with the respective unpaid principal amounts of the Loans of such Class held by them; provided that, subject to SectionÂ 3.9., if immediately prior to giving effect to any such payment in respect of any Revolving Loans the outstanding principal amount of the Revolving Loans shall not be held by the Revolving Lenders pro rata in accordance with their respective Revolving Commitments in effect at the time such Revolving Loans were made, then such payment shall be applied to the Revolving Loans in such manner as shall result, as nearly as is practicable, in the outstanding principal amount of the Revolving Loans being held by the Revolving Lenders pro rata in accordance with such respective Revolving Commitments; (d)Â each payment of interest on a Class of Loans shall be made for the account of the Lenders of such Class pro rata in accordance with the amounts of interest on such Loans then due and payable to the respective Lenders of such Class; (e)Â the Conversion and Continuation of Loans of a particular Class and Type (other than Conversions provided for by SectionsÂ 4.1.(c) and 4.5.) shall be made pro rata among the Lenders of such Class according to the amounts of their respective Loans of such Class and the then current Interest Period for each Lenderâ€™s portion of each such Loan of such Type shall be coterminous; (f)Â each prepayment of principal of Bid Rate Loans pursuant to SectionÂ 2.8.(b)(ii) shall be made for account of the Lenders then owed Bid Rate Loans pro rata in accordance with the respective unpaid principal amounts of the Bid Rate Loans then owing to each such Lender; (g)Â [reserved]; and (h)Â the Revolving Lendersâ€™ participation in, and payment obligations in respect of, Letters of Credit under SectionÂ 2.3., shall be in accordance with their respective Commitment Percentages. SectionÂ 3 Sharing of Payments, Etc. Â Â Â Â If a Lender shall obtain payment of any principal of, or interest on, any Loan of a Class made by it to the Borrower under this Agreement or shall obtain payment on any other Obligation owing by the Borrower or any other Loan Party through the exercise of any right of set-off, bankerâ€™s lien, counterclaim or similar right or otherwise or through voluntary prepayments directly to a Lender or other payments made by or on behalf of the Borrower or any other Loan Party to a Lender not in accordance with the terms of this Agreement and such payment should be distributed to the Lenders of the same Class as such Lender in accordance with SectionÂ 3.2. or SectionÂ 10.5., as applicable, such Lender shall promptly purchase from the other Lenders of such Class participations in (or, if and to the extent specified by such Lender, direct interests in) the Loans of such Class made by the other Lenders of such Class or other Â Â Â Â Â Â Â Â Obligations owed to such other Lenders in such amounts, and make such other adjustments from time to time as shall be equitable, to the end that all the Lenders of such Class shall share the benefit of such payment (net of any reasonable expenses which may actually be incurred by such Lender in obtaining or preserving such benefit) in accordance with the requirements of SectionÂ 3.2. or Section 10.5., as applicable. To such end, all the Lenders of such Class shall make appropriate adjustments among themselves (by the resale of participations sold or otherwise) if such payment is rescinded or must otherwise be restored. The Borrower agrees that any Lender of a Class so purchasing a participation (or direct interest) in the Loans or other Obligations owed to the other Lenders of such Class may exercise all rights of set-off, bankerâ€™s lien, counterclaim or similar rights with respect to such participation as fully as if such Lender were a direct holder of Loans of such Class in the amount of such participation so long as such Participant has agreed to be subject to this Section. Nothing contained herein shall require any Lender to exercise any such right or shall affect the right of any Lender to exercise and retain the benefits of exercising, any such right with respect to any other indebtedness or obligation of the Borrower. SectionÂ 2 Several Obligations.Â Â Â Â No Lender shall be responsible for the failure of any other Lender to make a Loan or to perform any other obligation to be made or performed by such other Lender hereunder, and the failure of any Lender to make a Loan or to perform any other obligation to be made or performed by it hereunder shall not relieve the obligation of any other Lender to make any Loan or to perform any other obligation to be made or performed by such other Lender.SectionÂ 3 Fees.Â Â Â Â (a)Â Â Â Â Closing Fee. On the Effective Date, the Borrower agrees to pay to the Administrative Agent and each Lender all loan fees then due as have been agreed to herein or in any Fee Letter in writing by the Borrower and the Administrative Agent or each Lender, as applicable.Â Â Â Â (b)Â Â Â Â Revolving Facility Fees. During the period from the Effective Date to but excluding the Revolving Termination Date, the Borrower agrees to pay to the Administrative Agent for the account of the Revolving Lenders a facility fee equal to the daily aggregate amount of the Revolving Commitments (whether or not utilized) times a rate per annum equal to the Applicable Facility Fee. Such fee shall be payable quarterly in arrears on the first day of each January, April, July and October during the term of this Agreement and on the Revolving Termination Date or any earlier date of termination of the Revolving Commitments or reduction of the Revolving Commitments to zero. The Borrower acknowledges that the fee payable hereunder is a bona fide commitment fee and is intended as reasonable compensation to the Revolving Lenders for committing to make funds available to the Borrower as described herein and for no other purposes.Â Â Â Â (c)Â Â Â Â Letter of Credit Fees. The Borrower agrees to pay to the Administrative Agent for the account of each Revolving Lender a letter of credit fee at a rate per annum equal to the Applicable Margin for Revolving Loans that are SOFR Loans times the daily average Stated Amount of each Letter of Credit for the period from and including the date of issuance of such Letter of Credit (x)Â to and including the date such Letter of Credit expires or is cancelled or terminated or (y)Â to but excluding the date such Letter of Credit is drawn in full; provided, however, notwithstanding anything to the contrary contained herein, during any period that interest is payable at the Post-Default Rate pursuant to Section 2.5.(a), such letter of credit fees shall accrue at the Post-Default Rate. In addition to such fees, the Borrower shall pay to each Issuing Bank solely for its own account, a one-time fronting fee in respect of each Letter of Credit issued by such Issuing Bank equal to one-eighth of one percent (0.125%) of the initial Stated Amount of Â Â Â Â Â Â Â Â such Letter of Credit; provided, however, in no event shall the aggregate amount of such fee in respect of any Letter of Credit be less than $500. The fees provided for in the immediately preceding two sentences shall be nonrefundable and payable, (A) in the case of the fee provided for in the first sentence, in arrears (i)Â quarterly on the first day of January, April, July and October, (ii)Â on the Revolving Termination Date, (iii)Â on the date the Revolving Commitments are terminated or reduced to zero and (iv)Â thereafter from time to time on demand of the Administrative Agent, and (B) in the case of the fee provided for in the second sentence, at the time of issuance of such Letter of Credit. The Borrower shall pay directly to each Issuing Bank from time to time on demand all commissions, charges, costs and expenses in the amounts customarily charged or incurred by such Issuing Bank from time to time in like circumstances with respect to the issuance, amendment, renewal or extension of any Letter of Credit or any other transaction relating thereto.Â Â Â Â (d)Â Â Â Â Bid Rate Loan Fees. The Borrower agrees to pay to the Administrative Agent such fees payable in connection with the Bid Rate Loans as set forth in the Fee Letter from Wells Fargo. Â Â Â Â (e)Â Â Â Â Revolving Credit Extension Fee. If the Borrower exercises its right to extend the Revolving Termination Date in accordance with SectionÂ 2.14., the Borrower agrees to pay to the Administrative Agent for the account of each Revolving Lender in connection with each request to extend the Revolving Termination Date by six months, a fee equal to 0.0625% of the amount of such Lenderâ€™s Revolving Commitment (whether or not utilized) at the time of the payment of such fee.Â Â Â Â (f)Â Â Â Â Administrative and Other Fees. The Borrower agrees to pay (i) the administrative and other fees of the Administrative Agent as provided in the applicable Fee Letter and (ii) the Administrative Agent and the Sustainability Structuring Agent such other fees as may be otherwise agreed to in writing by the Borrower and the Administrative Agent and/or Sustainability Structuring Agent from time to time.SectionÂ 3 Computations.Â Â Â Â Unless otherwise expressly set forth herein, any accrued interest on any Loan, any Fees or any other Obligations due hereunder shall be computed on the basis of a year of 360 days and the actual number of days elapsed, except that interest on Base Rate Loans shall be computed on the basis of a year of 365 or 366 days, as applicable, and the actual number of days elapsed.SectionÂ 3 Usury.Â Â Â Â In no event shall the amount of interest due or payable on the Loans or other Obligations exceed the maximum rate of interest allowed by Applicable Law and, if any such payment is paid by the Borrower or any other Loan Party or received by any Lender, then such excess sum shall be credited as a payment of principal, unless the Borrower shall notify the respective Lender in writing that the Borrower elects to have such excess sum returned to it forthwith. It is the express intent of the parties hereto that the Borrower not pay and the Lenders not receive, directly or indirectly, in any manner whatsoever, interest in excess of that which may be lawfully paid by the Borrower under Applicable Law. The parties hereto hereby agree and stipulate that the only charge imposed upon the Borrower for the use of money in connection with this Agreement is and shall be the interest specifically described in SectionÂ 2.5.(a)(i) through (iv). Notwithstanding the foregoing, the parties hereto further agree and stipulate that all agency fees, syndication fees, facility fees, closing fees, letter of credit fees, underwriting fees, default charges, late charges, funding or â€œbreakageâ€ charges, increased cost charges, attorneysâ€™ fees and reimbursement for costs and expenses paid by the Administrative Agent or any Lender to third parties or for damages incurred by the Administrative Agent or any Lender, in each case, in connection with the transactions Â Â Â Â Â Â Â Â contemplated by this Agreement and the other Loan Documents, are charges made to compensate the Administrative Agent or any such Lender for underwriting or administrative services and costs or losses performed or incurred, and to be performed or incurred, by the Administrative Agent and the Lenders in connection with this Agreement and shall under no circumstances be deemed to be charges for the use of money. All charges other than charges for the use of money shall be fully earned when due and nonrefundable when paid.SectionÂ 3 Statements of Account.Â Â Â Â The Administrative Agent will account to the Borrower monthly with a statement of Loans, accrued interest and Fees, charges and payments made pursuant to this Agreement and the other Loan Documents, and such account rendered by the Administrative Agent shall be deemed conclusive upon the Borrower absent manifest error. The failure of the Administrative Agent to deliver such a statement of accounts shall not relieve or discharge the Borrower from any of its obligations hereunder.SectionÂ  Defaulting Lenders.Â Â Â Â Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by Applicable Law:Â Â Â Â (a)Â Â Â Â Waivers and Amendments. Such Defaulting Lenderâ€™s right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definitions of Requisite Lenders and Requisite Class Lenders and in SectionÂ 12.6.Â Â Â Â (b)Â Â Â Â Defaulting Lender Waterfall. Any payment of principal, interest, Fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to ArticleÂ X. or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to SectionÂ 12.3. 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 Lender to the Administrative Agent hereunder; second, in the case of a Defaulting Lender that is a Revolving Lender, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to any Issuing Bank hereunder; third, in the case of a Defaulting Lender that is a Revolving Lender, to Cash Collateralize the Issuing Banksâ€™ Fronting Exposures with respect to such Defaulting Lender in accordance with subsectionÂ (e) below; fourth, 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 Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; fifth, in the case of a Defaulting Lender that is a Revolving Lender, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to (x)Â satisfy such Defaulting Lenderâ€™s potential future funding obligations with respect to Loans under this Agreement and (y)Â Cash Collateralize the Issuing Banksâ€™ future Fronting Exposures with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement, in accordance with subsectionÂ (e) below; sixth, to the payment of any amounts owing to the Lenders or the Issuing Banks as a result of any judgment of a court of competent jurisdiction obtained by any Lender or any Issuing Bank against such Defaulting Lender as a result of such Defaulting Lenderâ€™s breach of its obligations under this Agreement; seventh, 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 Lender as a result of such Defaulting Lenderâ€™s breach of its obligations under this Agreement; and eighth, to such Defaulting Lender or as otherwise directed by a court of competent Â Â Â Â Â Â Â Â jurisdiction; provided that if (x)Â such payment is a payment of the principal amount of any Loans of a Class (other than Bid Rate Loans) or amounts owing by such Defaulting Lender under SectionÂ 2.3.(j) in respect of Letters of Credit (such amounts â€œL/CÂ Disbursementsâ€), in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y)Â such Loans (other than Bid Rate Loans) were made or the related Letters of Credit were issued at a time when the conditions set forth in ArticleÂ V. were satisfied or waived, such payment shall be applied solely to pay the Loans of such Class (other than Bid Rate Loans) of, and L/C Disbursements owed to, all Non-Defaulting Lenders of the applicable Class on a pro rata basis prior to being applied to the payment of any Loans (other than Bid Rate Loans) of, or L/CÂ Disbursements owed to, such Defaulting Lender until such time as all Loans of such Class (other than Bid Rate Loans) and funded and unfunded participations in Letter of Credit Liabilities are held by the Revolving Lenders pro rata in accordance with their respective Commitment Percentages (determined without giving effect to subsectionÂ (d) of this Section) and all Term Loans of each Class are held by the Term Loan Lenders of such Class pro rata as if there had been no Defaulting Lenders of such Class. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this subsection shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents thereto.Â Â Â Â (c)Â Â Â Â Certain Fees.Â Â Â Â (i)Â Â Â Â No Defaulting Lender that is a Revolving Lender shall be entitled to receive any Fee payable under SectionÂ 3.5.(b) for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender).Â Â Â Â (ii)Â Â Â Â Each Defaulting Lender that is a Revolving Lender shall be entitled to receive Fees payable under the first sentence of SectionÂ 3.5.(c) for any period during which that Lender is a Defaulting Lender only to the extent allocable to its Commitment Percentage of the stated amount of Letters of Credit for which it has provided Cash Collateral pursuant to the immediately following subsectionÂ (e).Â Â Â Â (iii)Â Â Â Â With respect to any Fee not required to be paid to any Defaulting Lender pursuant to the immediately preceding clause (ii), the Borrower shall (x)Â pay to each Non-Defaulting Lender that is a Revolving Lender that portion of any such Fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lenderâ€™s participation in Letter of Credit Liabilities that has been reallocated to such Non-Defaulting Lender pursuant to the immediately following subsectionÂ (d), (y)Â pay to the Issuing Banks the amount of any such Fee otherwise payable to such Defaulting Lender to the extent allocable to such Issuing Bankâ€™s Fronting Exposure to such Defaulting Lender, and (z)Â not be required to pay the remaining amount of any such Fee.Â Â Â Â (d)Â Â Â Â Reallocation of Participations to Reduce Fronting Exposure. In the case of a Defaulting Lender that is a Revolving Lender, all or any part of such Defaulting Lenderâ€™s participation in Letter of Credit Liabilities shall be reallocated among the Non-Defaulting Lenders that are Revolving Lenders in accordance with their respective Commitment Percentages (determined without regard to such Defaulting Lenderâ€™s Revolving Commitment) but only to the extent that such reallocation does not cause the aggregate Revolving Credit Exposure of any such Non-Defaulting Lender to exceed such Non-Defaulting Lenderâ€™s Revolving Commitment. No reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Â Â Â Â Â Â Â Â Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lenderâ€™s increased exposure following such reallocation.Â Â Â Â (e)Â Â Â Â Cash Collateral.Â Â Â Â (i)Â Â Â Â If the reallocation described in the immediately preceding subsectionÂ (d) above cannot, or can only partially, be effected, the Borrower shall, without prejudice to any right or remedy available to it hereunder or under law, Cash Collateralize the Issuing Banksâ€™ Fronting Exposures in accordance with the procedures set forth in this subsection.Â Â Â Â (ii)Â Â Â Â At any time that there shall exist a Defaulting Lender that is a Revolving Lender, within 2 Business Days following the written request of the Administrative Agent or the applicable Issuing Bank (with a copy to the Administrative Agent), the Borrower shall Cash Collateralize such Issuing Bankâ€™s Fronting Exposure with respect to such Defaulting Lender (determined after giving effect to the immediately preceding subsectionÂ (d) and any Cash Collateral provided by such Defaulting Lender) in an amount not less than the aggregate Fronting Exposure of such Issuing Bank with respect to Letters of Credit issued and outstanding at such time.Â Â Â Â (iii)Â Â Â Â The Borrower, and to the extent provided by any Defaulting Lender, such Defaulting Lender, hereby grant to the Administrative Agent, for the benefit of the Issuing Banks, and agree to maintain, a first priority security interest in all such Cash Collateral as security for the obligations of Defaulting Lenders that are Revolving Lenders to fund participations in respect of Letter of Credit Liabilities, to be applied pursuant to the immediately following clauseÂ (iv). If at any time the Administrative Agent determines that Cash Collateral is subject to any right or claim of any Person other than the Administrative Agent and the Issuing Banks as herein provided, or that the total amount of such Cash Collateral is less than the aggregate Fronting Exposures of the Issuing Banks with respect to Letters of Credit issued

and outstanding at such time, the Borrower will, promptly upon demand by the Administrative Agent, pay or provide to the Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency (after giving effect to any Cash Collateral provided by the Defaulting Lender).Â Â Â Â (iv)Â Â Â Â Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under this Section in respect of Letters of Credit shall be applied to the satisfaction of the obligations of Defaulting Lenders that are Revolving Lenders to fund participations in respect of Letter of Credit Liabilities (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) for which the Cash Collateral was so provided, prior to any other application of such property as may otherwise be provided for herein.Â Â Â Â (v)Â Â Â Â Cash Collateral (or the appropriate portion thereof) provided to reduce an Issuing Bankâ€™s Fronting Exposures shall no longer be required to be held as Cash Collateral pursuant to this subsection following (x)Â the elimination of the applicable Fronting Exposure (including by the termination of Defaulting Lender status of the applicable Revolving Lender), or (y)Â the determination by the Administrative Agent and the applicable Issuing Bank that there exists excess Cash Collateral; provided that, subject to the immediately preceding subsectionÂ (b), the Person providing Cash Collateral and the applicable Issuing Bank may (but shall not be obligated to) agree that Cash Collateral shall be held to support future anticipated Fronting Exposure or other obligations and provided further that to the extent that such Cash Collateral was provided Â Â Â Â Â Â Â Â by the Borrower, such Cash Collateral shall remain subject to the security interest granted pursuant to the Loan Documents.Â Â Â Â (f)Â Â Â Â Defaulting Lender Cure. If the Borrower and the Administrative Agent (and solely in the case of a Defaulting Lender that is a Revolving Lender, the Issuing Banks) agree in writing that a Lender is no longer a Defaulting Lender, 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, in the case of a Defaulting Lender that is a Revolving Lender, may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause, as applicable, (i) the Revolving Loans and funded and unfunded participations in Letters of Credit to be held pro rata by the Revolving Lenders in accordance with their respective Commitment Percentages (determined without giving effect to the immediately preceding subsectionÂ (d)), and (ii) the Term Loans of each Class to be held by the Term Loan Lenders of such Class pro rata as if there had been no Defaulting Lenders of such Class, whereupon such Lender will cease to be a Defaulting Lender; 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 Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lenderâ€™s having been a Defaulting Lender.Â Â Â Â (g)Â Â Â Â New Letters of Credit. So long as any Revolving Lender is a Defaulting Lender,Â each Issuing Bank shall not be required to issue, extend, renew or increase any Letter of Credit unless they are satisfied that they will have no Fronting Exposure after giving effect thereto.Â Â Â Â (h)Â Â Â Â Purchase of Defaulting Lenderâ€™s Commitment/Loans. During any period that a Lender is a Defaulting Lender, the Borrower may, by the Borrower giving written notice thereof to the Administrative Agent, such Defaulting Lender and the other Lenders, demand that such Defaulting Lender assign its Revolving Commitment, if any, and Loans to an Eligible Assignee subject to and in accordance with the provisions of SectionÂ 12.5.(b). No party hereto shall have any obligation whatsoever to initiate any such replacement or to assist in finding an Eligible Assignee. In addition, any Lender who is not a Defaulting Lender may, but shall not be obligated, in its sole discretion, to acquire the face amount of all or a portion of such Defaulting Lenderâ€™s Revolving Commitment and Loans via an assignment subject to and in accordance with the provisions of SectionÂ 12.5.(b). In connection with any such assignment, such Defaulting Lender shall promptly execute all documents reasonably requested to effect such assignment, including an appropriate Assignment and Assumption and shall pay to the Administrative Agent the assignment fee payable under SectionÂ 12.5.(b). The exercise by the Borrower of its rights under this Section shall be at the Borrowerâ€™s sole cost and expense and at no cost or expense to the Administrative Agent or any of the Lenders. In the event that a Defaulting Lender does not execute an Assignment and Assumption pursuant to Section 12.5.(b) within 5 Business Days after receipt by such Defaulting Lender of notice under this Section 3.9.(h) and presentation to such Defaulting Lender of an Assignment and Assumption evidencing an assignment pursuant to Section 12.5.(b), the Administrative Agent may elect, in its sole and absolute discretion, to execute such an Assignment and Assumption on behalf of such Defaulting Lender, and any such Assignment and Assumption so executed by the Administrative Agent, the Eligible Assignee and the Borrower, shall be effective for purposes of Section 12.5.(b). Each Defaulting Lender hereby grants to the Administrative Agent a limited power of attorney to execute any such Assignment and Assumption on behalf of such Defaulting Lender shall it fail to do so as required by this subsection. The Borrower confirms that is obligations under SectionÂ 12.9. apply to any and all actions taken or not taken by the Administrative Agent under this subsection.Â Â Â Â Â Â Â Â SectionÂ 3 Taxes.Â Â Â Â (a)Â Â Â Â Issuing Bank. For purposes of this Section, the term â€œLenderâ€ includes the Issuing Banks and the term â€œApplicable Lawâ€ includes FATCA.Â Â Â Â (b)Â Â Â Â Payments Free of Taxes. Any and all payments by or on account of any obligation of the Borrower or any other Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by Applicable Law. If any Applicable Law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with Applicable Law and, if such Tax is an Indemnified Tax, then the sum payable by the Borrower or other applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.Â Â Â Â (c)Â Â Â Â Payment of Other Taxes by the Borrower. The Borrower and the other Loan Parties 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.Â Â Â Â (d)Â Â Â Â Indemnification by the Borrower. The Borrower and the other Loan Parties shall jointly and severally 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 Section) 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 Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error; provided that the determinations in such statement are made on a reasonable basis and in good faith.Â Â Â Â (e)Â Â Â Â Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i)Â any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower or another Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower and the other Loan Parties to do so), (ii)Â any Taxes attributable to such Lenderâ€™s failure to comply with the provisions of SectionÂ 12.5. relating to the maintenance of a Participant Register and (iii)Â any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any 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. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this subsection. The provisions of this subsection shall continue to inure to the benefit of an Administrative Agent following its resignation or removal as Administrative Agent.Â Â Â Â Â Â Â Â Â Â Â Â (f)Â Â Â Â Evidence of Payments. As soon as practicable after any payment of Taxes by the Borrower or any other Loan Party to a Governmental Authority pursuant to this Section, the Borrower or such other Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.Â Â Â Â (g)Â Â Â Â Status of Lenders. Â Â Â Â (i)Â Â Â Â Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any 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 as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, 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 Lender 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 the immediately following clausesÂ (ii)(A), (ii)(B) and (ii)(D)) shall not be required if in the Lenderâ€™s reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.Â Â Â Â (ii)Â Â Â Â Without limiting the generality of the foregoing, in the event that the Borrower is a U.S. Person:Â Â Â Â (A)Â Â Â Â any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), an electronic copy (or an original if requested by the Borrower or the Administrative Agent) of an executed IRS Form W-9 (or any successor form) certifying that such Lender is exempt from U.S. federal backup withholding tax;Â Â Â Â (B)Â Â Â Â any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:Â Â Â Â (I)Â Â Â Â in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x)Â with respect to payments of interest under any Loan Document, an electronic copy (or an original if requested by the Borrower or the Administrative Agent) of an executed IRS Form W-8BEN, or W-8BEN-E, as applicable, establishing an Â Â Â Â Â Â Â Â exemption from, or reduction of, U.S. federal withholding Tax pursuant to the â€œinterestâ€ article of such tax treaty and (y)Â with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the â€œbusiness profitsâ€ or â€œother incomeâ€ article of such tax treaty;Â Â Â Â (II)Â Â Â Â an electronic copy (or an original if requested by the Borrower or the Administrative Agent) of an executed IRS Form W-8ECI;Â Â Â Â (III)Â Â Â Â in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Internal Revenue Code, (x)Â a certificate substantially in the form of Exhibit O-1 to the effect that such Foreign Lender is not a â€œbankâ€ within the meaning of SectionÂ 881(c)(3)(A) of the Internal Revenue Code, a â€œ10 percent shareholderâ€ of the Borrower within the meaning of SectionÂ 881(c)(3)(B) of the Internal Revenue Code, or a â€œcontrolled foreign corporationâ€ described in SectionÂ 881(c)(3)(C) of the Internal Revenue Code (a â€œU.S. Tax Compliance Certificateâ€) and (y)Â an electronic copy (or an original if requested by the Borrower or the Administrative Agent) of IRS Form W-8BEN or W-8BEN-E, as applicable,; orÂ Â Â Â (IV)Â Â Â Â to the extent a Foreign Lender is not the beneficial owner, an electronic copy (or an original if requested by the Borrower or the Administrative Agent) of an executed IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or W-8BEN-E, as applicable, a U.S. Tax Compliance Certificate substantially in the form of Exhibit O-2 or Exhibit O-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of ExhibitÂ O-4 on behalf of each such direct and indirect partner;Â Â Â Â (C)Â Â Â Â any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), an electronic copy (or an original if requested by the Borrower or the Administrative Agent) of any other form prescribed by Applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by Applicable Law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; andÂ Â Â Â (D)Â Â Â Â if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Internal Revenue Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or Â Â Â Â Â Â Â Â times prescribed by Applicable 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 SectionÂ 1471(b)(3)(C)(i) of the Internal Revenue Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lenderâ€™s obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clauseÂ (D), â€œFATCAâ€ shall include any amendments made to FATCA after the date of this Agreement.Each Lender agrees that if any form or certification it previously delivered 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.Â Â Â Â (h)Â Â Â Â Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section (including by the payment of additional amounts pursuant to this Section), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 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). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this subsection (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this subsection, in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this subsection the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This subsection shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.Â Â Â Â (i)Â Â Â Â Survival. Each partyâ€™s obligations under this Section shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.Â Â Â Â (j)Â Â Â Â FATCA Determination. For purposes of determining withholding Taxes imposed under FATCA the Borrower and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) the Agreement as not qualifying as a â€œgrandfathered obligationâ€ within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).Â Â Â Â Â Â Â Â Â Â Article 4 Yield Protection, Etc.SectionÂ 3 Additional Costs; Capital Adequacy.Â Â Â Â (a)Â Â Â Â Capital Adequacy. If any Lender determines that any Regulatory Change affecting such Lender or any lending office of such Lender or such Lenderâ€™s holding company, if any, regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on such Lenderâ€™s capital or on the capital of such Lenderâ€™s holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit held by, such Lender, to a level below that which such Lender or such Lenderâ€™s holding company could have achieved but for such Regulatory Change (taking into consideration such Lenderâ€™s policies and the policies of such Lenderâ€™s holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender such additional amount or amounts as shall compensate such Lender or such Lenderâ€™s holding company for any such reduction suffered.Â Â Â Â (b)Â Â Â Â Additional Costs. In addition to, and not in limitation of the immediately preceding subsection (a), the Borrower shall promptly pay to the Administrative Agent for the account of a Lender from time to time such amounts as such Lender may determine to be necessary to compensate such Lender for any costs incurred by such Lender that it reasonably

determines are attributable to its making or maintaining of any SOFR Loans or SOFR Margin Loans or its obligation to make any SOFR Loans hereunder, any reduction in any amount receivable by such Lender under this Agreement or any of the other Loan Documents in respect of any of such SOFR Loans or SOFR Margin Loans or such obligation or the maintenance by such Lender of capital in respect of its SOFR Loans or SOFR Margin Loans or its Commitments (such increases in costs and reductions in amounts receivable being herein called â€œAdditional Costsâ€), resulting from any Regulatory Change that:Â Â Â Â Â (i)Â Â Â Â Â changes the basis of taxation of any amounts payable to such Lender under this Agreement or any of the other Loan Documents in respect of any of such SOFR Loans or SOFR Margin Loans or its Commitments (other than Indemnified Taxes, Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and Connection Income Taxes);Â Â Â Â Â (ii)Â Â Â Â Â imposes or modifies any reserve, special deposit, compulsory loan, insurance charge or similar requirements (other than RegulationÂ D of the Board of Governors of the Federal Reserve System or other similar reserve requirement applicable to any other category of liabilities or category of extensions of credit or other assets by reference to which the interest rate on SOFR Loans or SOFR Margin Loans is determined to the extent utilized when determining SOFR for such Loans) relating to any extensions of credit or other assets of, or any deposits with or other liabilities of, or other credit extended by, or any other acquisition of funds by such Lender (or its parent corporation), or any commitment of such Lender (including, without limitation, the Commitments of such Lender hereunder); orÂ Â Â Â Â (iii)Â Â Â Â Â imposes on any Lender any other condition, cost or expense (other than Taxes) affecting this Agreement or the Loans made by such Lender.Â Â Â Â Â (c)Â Â Â Â Â Lenderâ€™s Suspension of SOFR Loans and SOFR Margin Loans. Without limiting the effect of the provisions of the immediately preceding subsections (a) and (b), if by reason of any Regulatory Change, any Lender either (i) incurs Additional Costs based on or measured by the excess above a specified level of the amount of a category of deposits or other liabilities of such Lender that includes deposits by reference to which the interest rate on SOFR Loans or SOFR Margin Loans is Â Â Â Â Â Â Â Â Â determined as provided in this Agreement or a category of extensions of credit or other assets of such Lender that includes SOFR Loans or SOFR Margin Loans or (ii) becomes subject to restrictions on the amount of such a category of liabilities or assets that it may hold, then, if such Lender so elects by notice to the Borrower (with a copy to the Administrative Agent), the obligation of such Lender to make or Continue, or to Convert Base Rate Loans into, SOFR Loans and/or the obligation of a Lender that has outstanding a Bid Rate Quote to make SOFR Margin Loans hereunder shall be suspended until such Regulatory Change ceases to be in effect (in which case the provisions of SectionÂ 4.5. shall apply).Â Â Â Â Â (d)Â Â Â Â Â Additional Costs in Respect of Letters of Credit. Without limiting the obligations of the Borrower under the preceding subsections of this Section (but without duplication), if as a result of any Regulatory Change or any risk-based capital guideline or other requirement heretofore or hereafter issued by any Governmental Authority there shall be imposed, modified or deemed applicable any Tax (other than Indemnified Taxes, Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and Connection Income Taxes), reserve, special deposit, capital adequacy or similar requirement against or with respect to or measured by reference to Letters of Credit and the result shall be to increase the cost to an Issuing Bank of issuing (or any Revolving Lender of purchasing participations in) or maintaining its obligation hereunder to issue (or purchase participations in) any Letter of Credit or reduce any amount receivable by an Issuing Bank or any Revolving Lender hereunder in respect of any Letter of Credit, then, upon demand by such Issuing Bank or such Lender, the Borrower shall pay to such Issuing Bank or, in the case of such Lender, to the Administrative Agent for the account of such Lender, from time to time as specified by such Issuing Bank or such Lender, such additional amounts as shall be sufficient to compensate such Issuing Bank or such Lender for such increased costs or reductions in amount.Â Â Â Â Â (e)Â Â Â Â Â Notification and Determination of Additional Costs. Each of the Administrative Agent, each Issuing Bank and each Lender, as the case may be, agrees to notify the Borrower (and in the case of an Issuing Bank or a Lender, to notify the Administrative Agent) of any event occurring after the Agreement Date entitling the Administrative Agent, such Issuing Bank or such Lender to compensation under any of the preceding subsections of this Section as promptly as practicable; provided, however, that the failure of the Administrative Agent, any Issuing Bank or any Lender to give such notice shall not release the Borrower from any of its obligations hereunder; provided, further, that the Borrower shall not be required to compensate a Lender or an Issuing Bank pursuant to this Section for any increased costs incurred or reductions suffered more than six months prior to the date that such Lender or such Issuing Bank, as the case may be, notifies the Borrower of the Regulatory Change giving rise to such increased costs or reductions, and of such Lenderâ€™s or such Issuing Bankâ€™s intention to claim compensation therefor (except that, if the Regulatory Change giving rise to such increased costs or reductions is retroactive, then the six-month period referred to above shall be extended to include the period of retroactive effect thereof). The Administrative Agent, each Issuing Bank and each Lender, as the case may be, agrees to furnish to the Borrower (and in the case of an Issuing Bank or a Lender to the Administrative Agent as well) a certificate setting forth in reasonable detail the basis and amount of each request for compensation under this Section. Determinations by the Administrative Agent, such Issuing Bank or such Lender, as the case may be, of the effect of any Regulatory Change shall be conclusive and binding for all purposes, absent manifest error. The Borrower shall pay the Administrative Agent, any such Issuing Bank and or any such Lender, as the case may be, the amount shown as due on any such certificate within 10Â days after receipt thereof, provided that such determinations are made on a reasonable basis and in good faith; provided, however, that a Lender shall not be entitled to submit a claim for compensation based upon a Regulatory Change pursuant to any subsection of this SectionÂ 4.1. unless the making of such claim is consistent with such Lenderâ€™s general practices under similar circumstances in respect of similarly situated borrowers with credit agreements entitling it to make such claims (it being agreed that a Lender Â Â Â Â Â Â Â Â Â shall not be required to disclose any confidential or proprietary information in connection with such determination or the making of such claim). SectionÂ 2 Changed Circumstances.(a)Â Â Â Â Â Circumstances Affecting Benchmark Availability. Subject to clause (b) below, in connection with any request for a SOFR Loan, a Conversion to or Continuation thereof, a Bid Rate Quote in respect of a SOFR Margin Loan or otherwise, if for any reason (i) the Administrative Agent shall determine (which determination shall be conclusive and binding absent manifest error) that reasonable and adequate means do not exist for ascertaining Adjusted Daily Simple SOFR pursuant to the definition thereof or Adjusted Term SOFR with respect to a proposed Term SOFR Loan on or prior to the first day of the applicable Interest Period, (ii) the Requisite Lenders shall determine (which determination shall be conclusive and binding absent manifest error) that Adjusted Daily Simple SOFR or Adjusted Term SOFR, as applicable, does not adequately and fairly reflect the cost to such Lenders of making or maintaining any such Loan during, with respect to Adjusted Term SOFR, such Interest Period and, in the case of clause (ii), the Requisite Lenders have provided notice of such determination to the Administrative Agent or (iii) any Revolving Lender that has outstanding a Bid Rate Quote with respect to a SOFR Margin Loan shall determine (which determination shall be conclusive and binding absent manifest error) that Adjusted Term SOFR does not adequately and fairly reflect the cost to such Revolving Lenders of making or maintaining such SOFR Margin Loan, then, in each case, the Administrative Agent shall promptly give notice thereof to the Borrower. Upon notice thereof by the Administrative Agent to the Borrower, any obligation of the Lenders to make SOFR Loans, any obligation of the Revolving Lenders to make SOFR Margin Loans in respect of an outstanding Bid Rate Quote, and any right of the Borrower to convert any Loan to or continue any Loan as a SOFR Loan, shall be suspended (to the extent of the affected SOFR Loans, Bid Rate Loans or the affected Interest Periods) until the Administrative Agent (with respect to clause (ii), at the instruction of the Requisite Lenders) revokes such notice. Upon receipt of such notice, (A)Â the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans (to the extent of the affected SOFR Loans or the affected Interest Periods) or, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to (x) Daily Simple SOFR Loans so long as Adjusted Daily Simple SOFR is not the subject of clauses (i) or (ii) above, or (y) Base Rate Loans if Adjusted Daily Simple SOFR is the subject of clauses (i) or (ii) above, in each case, in the amount specified therein, (B) the Borrower may revoke any pending Bid Rate Quote in respect of a SOFR Margin Loan and (C)Â any outstanding affected SOFR Loans will be deemed to have been converted into (I) in the case of Term SOFR Loans, (x) Daily Simple SOFR Loans so long as Adjusted Daily Simple SOFR is not the subject of clauses (i) or (ii) above, or (y) Base Rate Loans if Adjusted Daily Simple SOFR is the subject of clauses (i) or (ii) above, in each case, at the end of the applicable Interest Period and (II) in the case of Daily Simple SOFR Loans or SOFR Margin Loans, Base Rate Loans immediately. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted, together with any additional amounts required pursuant to Section 4.4. (b)Â Â Â Â Benchmark Replacement Setting. (i)Â Â Â Â Â (A)Â Â Â Â Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event with respect to any Benchmark, the Administrative Agent and the Borrower may amend this Agreement to replace such Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth (5th) Business Day after the Administrative Agent has posted such proposed amendment to all affected Â Â Â Â Â Â Â Â Â Lenders and the Borrower so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Requisite Class Lenders. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 4.2(b)(i)(A) will occur prior to the applicable Benchmark Transition Start Date.(B)Â Â Â Â Â Â Â Â Â No Derivatives Contract shall be deemed to be a â€œLoan Documentâ€ for purposes of this Section 4.2(b).(ii)Â Â Â Â Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such 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 Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower and the Lenders of (A) the implementation of any Benchmark Replacement and (B) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will promptly notify the Borrower of the removal or reinstatement of any tenor of a Benchmark pursuant to Section 4.2(b)(iv). Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 4.2(b), 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 4.2(b).(iv)Â Â Â Â Unavailability of Tenor of Benchmark. 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 any then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (1) 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 (2) 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 not or will not be representative, then the Administrative Agent may modify the definition of â€œInterest Periodâ€ (or any similar or analogous definition) 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 (1) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (2) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of â€œInterest Periodâ€ (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.(v)Â Â Â Â Benchmark Unavailability Period. Upon the Borrowerâ€™s receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a given Benchmark, Â Â Â Â Â Â Â Â Â (A)Â the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of any affected SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to (x) Daily Simple SOFR Loans so long as Adjusted Daily Simple SOFR is not the subject of such unavailability, or (y) Base Rate Loans if Adjusted Daily Simple SOFR is the subject of such unavailability, and (B)Â any outstanding affected SOFR Loans will be deemed to have been converted to, (I) with respect to any Daily Simple SOFR Loans, Base Rate Loans immediately and (II) with respect to any Term SOFR Loans, (x) Daily Simple SOFR Loans so long as Adjusted Daily Simple SOFR is not the subject of such unavailability, or (y) Base Rate Loans if Adjusted Daily Simple SOFR is the subject of such availability, in each case, at the end of the applicable Interest Period. During any Benchmark Unavailability Period with respect to any Benchmark or at any time that a tenor for any then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark that is the subject of such Benchmark Unavailability Period or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate.SectionÂ  Illegality.Â Â Â Â Â Notwithstanding any other provision of this Agreement, (a) if any Lender shall determine (which determination shall be conclusive and binding) that it is unlawful for such Lender to honor its obligation to make or maintain Term SOFR Loans or Daily Simple SOFR Loans hereunder and/or (b) if any Lender that has an outstanding Bid Rate Quote shall determine (which determination shall be conclusive and binding) that it is unlawful for such Lender to honor its obligation to make or maintain SOFR Margin Loans hereunder, then such Lender shall promptly notify the Borrower thereof (with a copy of such notice to the Administrative Agent) and such Lenderâ€™s obligation to make or Continue, or to Convert Loans of any other Type into, such affected SOFR Loans shall be suspended and/or such Lenderâ€™s obligation to make SOFR Margin Loans shall be suspended, in each case, until such time as such Lender may again make and maintain such affected SOFR Loans or SOFR Margin Loans (in which case the provisions of SectionÂ 4.5. shall be applicable).SectionÂ 2 Compensation.Â Â Â Â Â The Borrower shall pay to the Administrative Agent for the account of each Lender, upon the request of the Administrative Agent, such amount or amounts as the Administrative Agent shall determine in its sole discretion shall be sufficient to compensate such Lender for any loss, cost or expense attributable to:Â Â Â Â Â (a)Â Â Â Â Â any payment or prepayment (whether mandatory or optional) of a Term SOFR Loan or a Bid Rate Loan, or Conversion of a Term SOFR Loan, made by such Lender for any reason (including, without limitation, acceleration) on a date other than the last day of the Interest Period for such Term SOFR Loan; orÂ Â Â Â (b)Â Â Â Â Â any failure by the Borrower for any reason (including, without limitation, the failure of any of the applicable conditions precedent specified in SectionÂ 5.2. to be satisfied) to borrow a SOFR Loan or a Bid Rate Loan from such Lender on the date for such borrowing, or to Convert a Base Rate Loan into a SOFR Loan or Continue a SOFR Loan on the requested date of such Conversion or Continuation.Â Â Â Â Â Â Â Â Not in limitation of the foregoing, such compensation shall include, without limitation, (i) in the case of a Term SOFR Loan, an amount equal to the then present value of (A) the amount of interest that would have accrued on such SOFR Loan for the remainder of the Interest Period at the rate applicable to such Term SOFR Loan, less (B) the amount of interest that would accrue on the same Term SOFR Loan for the same period if SOFR were set on the date on which such Term SOFR Loan was repaid, prepaid or Converted or the date on which the Borrower failed to borrow, Convert or Continue such Term SOFR Loan, as applicable, calculating present value by using as a discount rate SOFR quoted on such date and (ii) in the case of a Bid Rate Loan, the sum of such losses and expenses as the Lender or Designated Lender who made such Bid Rate Loan may reasonably incur by reason of such prepayment, including without limitation any losses or expenses incurred in obtaining, liquidating or employing deposits from third parties; provided that in no event shall such compensation include any loss of anticipated profits. Upon the Borrowerâ€™s request, the Administrative Agent shall provide the Borrower with a statement setting forth the basis for requesting compensation under this Section and the method for determining the amount thereof. Any such statement shall be conclusive absent manifest error.SectionÂ  Treatment of Affected Loans.Â Â Â Â (a)Â Â Â Â If the obligation of any Lender to make Term SOFR Loans or Daily Simple SOFR Loans or to Continue, or to Convert Base Rate Loans into, Term SOFR Loans or Daily Simple Loans shall be suspended pursuant to SectionÂ 4.1.(c), SectionÂ 4.2. or SectionÂ 4.3. then, to the extent affected, such Lenderâ€™s (x) Daily Simple SOFR Loans shall be automatically Converted into Base Rate Loans as of such date or (y) Term SOFR Loans shall be automatically Converted into (x) Daily Simple SOFR Loans so long as Adjusted Daily Simple SOFR is not affected, or (y) Base Rate Loans if Adjusted Daily Simple SOFR is affected, in each case, on the last day(s) of the then current Interest Period(s) for Term SOFR Loans (or, in the case of a Conversion required by SectionÂ 4.1.(c), SectionÂ 4.2., or SectionÂ 4.3. on such earlier date as such Lender or the Administrative Agent, as applicable, may specify to the Borrower (with a copy to the Administrative Agent, as applicable)) and, unless and until such Lender or the Administrative Agent, as applicable, gives notice as provided below that the circumstances specified in SectionÂ 4.1., SectionÂ 4.2. or SectionÂ 4.3. that gave rise to such Conversion no longer exist:Â Â Â Â Â (i)Â Â Â Â Â to the extent that such Lenderâ€™s Term SOFR Loans or Daily Simple SOFR Loans have been so Converted, all payments and prepayments of principal that would otherwise be applied to such Lenderâ€™s Term SOFR Loans or Daily Simple SOFR Loans shall be applied instead to its Base Rate Loans (or to its Daily Simple SOFR Loans bearing interest at the converted rate); andÂ Â Â Â Â (ii)Â Â Â Â Â all Loans that would otherwise be made or Continued by such Lender as Term SOFR Loans or Daily Simple SOFR Loans shall be made or Continued instead as (x) Daily Simple SOFR Loans so long as Adjusted Daily Simple SOFR is not the subject of such unavailability, or (y) Base Rate Loans if Adjusted Daily Simple SOFR is the subject of such unavailability, and all Base Rate Loans of such Lender that would otherwise be Converted into SOFR Loans shall remain as Base Rate Loans.If such Lender or the Administrative Agent, as

applicable, gives notice to the Borrower (with a copy to the Administrative Agent, as applicable) that the circumstances specified in SectionÂ 4.1.(c), 4.2. or 4.3. that gave rise to the Conversion of such Lenderâ€™s SOFR Loans pursuant to this Section no longer exist (which such Lender or the Administrative Agent, as applicable, agrees to do promptly upon such circumstances ceasing to exist) at a time when SOFR Loans made by other Lenders are outstanding, then such Lenderâ€™s Base Rate Loans shall be automatically Converted, on the first day(s) of the next Â Â Â Â Â Â Â Â succeeding (x) interest payment date for such outstanding Daily Simple SOFR Loans and (y) Interest Period(s) for such outstanding Term SOFR Loans, to the extent necessary so that, after giving effect thereto, all Loans of the applicable Class held by the Lenders holding Daily Simple SOFR Loans and/or Term SOFR Loans, as applicable, and by such Lender are held pro rata (as to principal amounts, Types and Interest Periods) in accordance with their respective Commitments.Â Â Â Â (b)Â Â Â Â If the obligation of a Revolving Lender to make SOFR Margin Loans shall be suspended pursuant to SectionÂ 4.1.(c) or 4.2., then the SOFR Margin Loans of such Lender shall be automatically due and payable on such date as such Lender may specify to the Borrower by written notice with a copy to the Administrative Agent; provided that if such notice is delivered after 10:00 a.m. Eastern time, then such SOFR Margin Loan shall be due and payable no earlier than the first Business Day following the date such notice is delivered.SectionÂ  Affected Lenders.Â Â Â Â If (a)Â a Lender requests compensation pursuant to SectionÂ 3.10. or 4.1., and the Requisite Lenders are not also doing the same, or (b)Â the obligation of any Lender to make SOFR Loans or to Continue, or to Convert Base Rate Loans into, SOFR Loans shall be suspended pursuant to SectionÂ 4.1.(c) or 4.3. but the obligation of the Requisite Lenders shall not have been suspended under such Sections, the Borrower may demand that such Lender (the â€œAffected Lenderâ€), and upon such demand the Affected Lender shall promptly, assign its Commitment to an Eligible Assignee subject to and in accordance with the provisions of SectionÂ 12.5.(b) for a purchase price equal to (x)Â the aggregate principal balance of all Loans then owing to the Affected Lender, plus (y)Â the aggregate amount of payments previously made by the Affected Lender under SectionÂ 2.3.(j) that have not been repaid, plus (z)Â any accrued but unpaid interest thereon and accrued but unpaid fees owing to the Affected Lender, or any other amount as may be mutually agreed upon by such Affected Lender and Eligible Assignee. Each of the Administrative Agent and the Affected Lender shall reasonably cooperate in effectuating the replacement of such Affected Lender under this Section and the Affected Lender shall promptly execute all documents reasonably requested to surrender and transfer such interest to the purchaser or assignee thereof, including an appropriate Assignment and Assumption, but at no time shall the Administrative Agent, such Affected Lender, any other Lender or any Titled Agent be obligated in any way whatsoever to initiate any such replacement or to assist in finding an Eligible Assignee. The exercise by the Borrower of its rights under this Section shall be at the Borrowerâ€™s sole cost and expense and at no cost or expense to the Administrative Agent, the Affected Lender or any of the other Lenders. The terms of this Section shall not in any way limit the Borrowerâ€™s obligation to pay to any Affected Lender compensation owing to such Affected Lender pursuant to this Agreement (including, without limitation, pursuant to SectionsÂ 3.10., 4.1. or 4.4.) with respect to any period up to the date of replacement.SectionÂ  Change of Lending Office.Â Â Â Â Each Lender agrees that it will use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to designate an alternate Lending Office with respect to any of its Loans affected by the matters or circumstances described in SectionsÂ 3.10., 4.1. or 4.3. to eliminate or reduce the liability of the Borrower or avoid the results provided thereunder, so long as such designation is not disadvantageous to such Lender as determined by such Lender in its sole discretion, except that such Lender shall have no obligation to designate a Lending Office located in the United States of America.Â Â Â Â Â Â Â Â Article 4 Conditions PrecedentSectionÂ 4 Initial Conditions Precedent.Â Â Â Â The obligation of the Lenders to effect or permit the occurrence of the first Credit Event hereunder, whether as the making of a Loan or the issuance of a Letter of Credit, is subject to the satisfaction or waiver of the following conditions precedent:Â Â Â Â (a)Â Â Â Â The Administrative Agent shall have received each of the following, in form and substance satisfactory to the Administrative Agent:Â Â Â Â (i)Â Â Â Â counterparts of this Agreement executed by each of the parties hereto;Â Â Â Â (ii)Â Â Â Â Revolving Notes and Bid Rate Notes executed by the Borrower, payable to each applicable Lender (including any Designated Lender, if applicable, and to the extent such Lender has required to receive Notes) and complying with the terms of SectionÂ 2.12.(a);Â Â Â Â (iii)Â Â Â Â [reserved];Â Â Â Â (iv)Â Â Â Â an opinion of counsel to the Borrower and the other Loan Parties, addressed to the Administrative Agent and the Lenders and covering such matters as the Administrative Agent may reasonably request;Â Â Â Â (v)Â Â Â Â the certificate or articles of incorporation or formation, articles of organization, certificate of limited partnership, declaration of trust or other comparable organizational instrument (if any) of each Loan Party certified as of a recent date by the Secretary of State of the state of formation of such Loan Party;Â Â Â Â (vi)Â Â Â Â a certificate of good standing (or certificate of similar meaning) with respect to each Loan Party issued as of a recent date by the Secretary of State of the state of formation of each such Loan Party and certificates of qualification to transact business or other comparable certificates issued as of a recent date by each Secretary of State (and any state department of taxation, as applicable) of each state in which such Loan Party is required to be so qualified and where failure to be so qualified could reasonably be expected to have a Material Adverse Effect;Â Â Â Â (vii)Â Â Â Â a certificate of incumbency signed by the Secretary or Assistant Secretary (or other individual performing similar functions) of each Loan Party with respect to each of the officers of such Loan Party authorized to execute and deliver the Loan Documents to which such Loan Party is a party, and in the case of the Borrower, authorized to execute and deliver on behalf of the Borrower Notices of Borrowing, requests for Letters of Credit, Notices of Conversion, Notices of Continuation and Bid Rate Quote Requests;Â Â Â Â (viii)Â Â Â Â copies certified by the Secretary or Assistant Secretary (or other individual performing similar functions) of each Loan Party of (A)Â the by-laws of such Loan Party, if a corporation, the operating agreement, if a limited liability company, the partnership agreement, if a limited or general partnership, or other comparable document in the case of any other form of legal entity and (B)Â all corporate, partnership, member or other necessary action taken by such Loan Party to authorize the execution, delivery and performance of the Loan Documents to which it is a party;Â Â Â Â Â Â Â Â Â Â Â Â (ix)Â Â Â Â a Compliance Certificate calculated on a pro forma basis for the four (4) quarter fiscal period ending March 31, 2024;Â Â Â Â (x)Â Â Â Â a Disbursement Instruction Agreement effective as of the Agreement Date;Â Â Â Â (xi)Â Â Â Â [reserved];Â Â Â Â (xii)Â Â Â Â evidence that the Fees, if any, then due and payable under SectionÂ 3.5., together with, to the extent a reasonably detailed invoice has been delivered to the Borrower prior to the date hereof, all other fees, expenses and reimbursement amounts due and payable to the Administrative Agent and any of the Lenders, including without limitation, the reasonable and documented out-of-pocket fees and expenses of counsel to the Administrative Agent, have been paid; andÂ Â Â Â (xiii)Â Â Â Â such other documents, agreements and instruments as the Administrative Agent, or any Lender through the Administrative Agent, may reasonably request;Â Â Â Â (b)Â Â Â Â there shall not have occurred or become known to the Administrative Agent or any of the Lenders any event, condition, situation or status since the date of the information contained in the financial and business projections, budgets, pro forma data and forecasts concerning the Borrower and its Subsidiaries delivered to the Administrative Agent and the Lenders prior to the Agreement Date that has had or could reasonably be expected to result in a Material Adverse Effect;Â Â Â Â (c)Â Â Â Â no litigation, action, suit, investigation or other arbitral, administrative or judicial proceeding shall be pending or threatened in writing which could reasonably be expected to (A) result in a Material Adverse Effect or (B) restrain or enjoin, impose materially burdensome conditions on, or otherwise materially and adversely affect, the ability of the Borrower or any other Loan Party to fulfill its obligations under the Loan Documents to which it is a party;Â Â Â Â (d)Â Â Â Â the Borrower, the other Loan Parties and the other Subsidiaries shall have received all approvals, consents and waivers, and shall have made or given all necessary filings and notices as shall be required to consummate the transactions contemplated hereby without the occurrence of any default under, conflict with or violation of (A)Â any Applicable Law or (B)Â any agreement, document or instrument to which any Loan Party is a party or by which any of them or their respective properties is bound, except for such approvals, consents, waivers, filings and notices the receipt, making or giving of which, or the failure to make, give or receive which, would not reasonably be likely to (A)Â have a Material Adverse Effect, or (B)Â restrain or enjoin or impose materially burdensome conditions on, or otherwise materially and adversely affect the ability of the Borrower or any other Loan Party to fulfill its obligations under the Loan Documents to which it is a party; (e)Â Â Â Â each Loan Party or Subsidiary thereof that qualifies as a â€œlegal entity customerâ€ under the Beneficial Ownership Regulation shall have delivered to the Administrative Agent, and any Lender requesting the same, a Beneficial Ownership Certification in relation to such Loan Party or such Subsidiary, in each case at least five Business Days prior to the Agreement Date; andÂ Â Â Â (f)Â Â Â Â the Borrower and each other Loan Party shall have provided all information requested by the Administrative Agent and each Lender in order to comply with applicable â€œknow your customerâ€ and anti-money laundering rules and regulations, including without limitation, the Patriot Act.Â Â Â Â Â Â Â Â SectionÂ 4 Conditions Precedent to All Loans and Letters of Credit.Â Â Â Â In addition to satisfaction or waiver of the conditions precedent to the first Credit Event contained in SectionÂ 5.1., the obligations of (i) Lenders to make any Loans and (ii) the Issuing Banks to issue Letters of Credit are each subject to the further conditions precedent that: (a)Â no Default or Event of Default shall exist as of the date of the making of such Loan or date of issuance of such Letter of Credit or would exist immediately after giving effect thereto, and no violation of the limits described in SectionÂ 2.16. would occur after giving effect thereto; (b)Â the Continuing Representations shall be true and correct in all material respects (except in the case of a representation or warranty qualified by materiality, in which case such representation or warranty shall be true and correct in all respects) on and as of the date of the making of such Loan or date of issuance of such Letter of Credit with the same force and effect as if made on and as of such date except to the extent that such representations and warranties expressly relate solely to an earlier date (in which case such representations and warranties shall have been true and correct in all material respects (except in the case of a representation or warranty qualified by materiality, in which case such representation or warranty shall have been true and correct in all respects) on and as of such earlier date) and except for changes in factual circumstances not prohibited hereunder and (c)Â in the case of the borrowing of Loans, the Administrative Agent shall have received a timely Notice of Borrowing, and in the case of the issuance of a Letter of Credit the applicable Issuing Bank and the Administrative Agent shall have received a timely request for the issuance of such Letter of Credit. Each Credit Event shall constitute a certification by the Borrower to the effect set forth in the preceding sentence (both as of the date of the giving of notice relating to such Credit Event and, unless the Borrower otherwise notifies the Administrative Agent prior to the date of such Credit Event, as of the date of the occurrence of such Credit Event). In addition, the Borrower shall be deemed to have represented to the Administrative Agent and the Lenders at the time any Loan is made or any Letter of Credit is issued that all conditions to the making of such Loan or issuing of such Letter of Credit contained in this ArticleÂ V. have been satisfied. Unless set forth in writing to the contrary, the making of its initial Loan by a Lender shall constitute a certification by such Lender to the Administrative Agent for the benefit of the Administrative Agent and the Lenders that the conditions precedent for initial Loans set forth in SectionsÂ 5.1. and 5.2. that have not previously been waived by the Lenders in accordance with the terms of this Agreement have been satisfied.Article 5 Representations and WarrantiesSectionÂ 5 Representations and Warranties.Â Â Â Â In order to induce the Administrative Agent and each Lender to enter into this Agreement and to make Loans and, in the case of the Issuing Banks, to issue Letters of Credit, and, in the case of the Lenders, to acquire participations in Letters of Credit, the Borrower represents and warrants to the Administrative Agent, each Issuing Bank and each Lender as follows:Â Â Â Â (a)Â Â Â Â Organization; Power; Qualification. Each of the Borrower, the other Loan Parties and the other Subsidiaries is a corporation, partnership or other legal entity, duly organized or formed, validly existing and in good standing under the jurisdiction of its incorporation or formation, has the power and authority to own or lease its respective properties and to carry on its respective business as now being and hereafter proposed to be conducted and is duly qualified and is in good standing as a foreign corporation, partnership or other legal entity, and authorized to do business, in each jurisdiction in which the character of its properties or the nature of its business requires such qualification or authorization and where the Â Â Â Â Â Â Â Â failure to be so qualified or authorized could reasonably be expected to have, in each instance, a Material Adverse Effect.Â Â Â Â (b)Â Â Â Â Ownership Structure. Part I of ScheduleÂ 6.1.(b) is, as of the Agreement Date, a complete and correct list of all Subsidiaries setting forth for each such Subsidiary, whether or not such Subsidiary is a Wholly Owned Subsidiary. Except as disclosed in such Schedule, as of the Agreement Date (A)Â each of the Borrower and its Subsidiaries owns, free and clear of all Liens (other than Permitted Liens), and has the unencumbered right to vote, all outstanding Equity Interests in each Person held by it, (B)Â all of the issued and outstanding capital stock of each such Person organized as a corporation is validly issued, fully paid and nonassessable and (C)Â there are no outstanding subscriptions, options, warrants, commitments, preemptive rights or agreements of any kind (including, without limitation, any stockholdersâ€™ or voting trust agreements) for the issuance, sale, registration or voting of, or outstanding securities convertible into, any additional shares of capital stock of any class, or partnership or other ownership interests of any type in, any such Person. As of the Agreement Date, PartÂ II of ScheduleÂ 6.1.(b) correctly sets forth all Unconsolidated Affiliates of the Borrower, including the correct legal name of such Person, the type of legal entity which each such Person is, and all Equity Interests in such Person held directly or indirectly by the Borrower.Â Â Â Â (c)Â Â Â Â Authorization of Loan Documents and Borrowings. The Borrower has the right and power, and has taken all necessary action to authorize it, to borrow and obtain other extensions of credit hereunder. Each of the Borrower and the other Loan Parties has the right and power, and has taken all necessary action to authorize it, to execute, deliver and perform each of the Loan Documents to which it is a party in accordance with their respective terms and to consummate the transactions contemplated hereby and thereby. The Loan Documents to which the Borrower or any other Loan Party is a party have been duly executed and delivered by the duly authorized officers of such Person and each is a legal, valid and binding obligation of such Person enforceable against such Person in accordance with its respective terms, except as the same may be limited by bankruptcy, insolvency, and other similar laws affecting the rights of creditors generally and the availability of equitable remedies for the enforcement of certain obligations (other than the payment of principal) contained herein or therein and as may be limited by equitable principles generally.Â Â Â Â (d)Â Â Â Â Compliance of Loan Documents with Laws. The execution, delivery and performance of this Agreement and the other Loan Documents to which any Loan Party is a party in accordance with their respective terms and the borrowings and other extensions of credit hereunder do not and will not, by the passage of time, the giving of notice, or both: (i)Â require any Loan Party to obtain a Governmental Approval (other than any required filing with the SEC) or violate any Applicable Law (including all Environmental Laws) relating to or any Loan Party; (ii)Â conflict with, result in a breach of or constitute a default under the organizational documents of the Borrower or any other Loan Party, or any indenture, agreement or other instrument to which the Borrower or any other Loan Party is a party or by which it or any of its respective properties may be bound; or (iii)Â result in or require the creation or imposition of any Lien upon or with respect to any property now owned or hereafter acquired by any Loan Party.Â Â Â Â (e)Â Â Â Â Compliance with Law; Governmental Approvals. Each of the Borrower, the other Loan Parties and the other Subsidiaries is in compliance with each Governmental Approval and all other Applicable Laws relating to it except for noncompliances which, and Governmental Approvals the failure to possess which, could not, individually or in the aggregate, reasonably be expected to cause a Default or Event of Default or have a Material Adverse Effect.Â Â Â Â Â Â Â Â Â Â (f)Â Â Â Â Title to Properties; Liens. Schedule 6.1.(f) is, as of the Agreement Date, a complete and correct listing of all real estate assets of the Borrower, each other Loan Party and each other Subsidiary, setting forth, for each such Property, whether such Property is a Development Property or Major Redevelopment Property. Each of the Borrower, each other Loan Party and each other Subsidiary owns, or has a valid leasehold interest in, its respective Properties. As of the Agreement Date, there are no Liens against any Eligible Properties included in the calculation of Unencumbered Pool Value or the income of which is included in the calculation of Unencumbered NOI other than Permitted Liens. Â Â Â Â (g)Â Â Â Â Existing Indebtedness; Liens. ScheduleÂ 6.1.(g) is, as of the Agreement Date, a complete and correct listing of all Indebtedness (including all Guarantees) in respect of borrowed money of each of the Borrower, the other Loan Parties and the other Subsidiaries. As of the Agreement Date, no event of default, (after giving effect to notice, grace and cure periods) exists with respect to any such Indebtedness.Â Â Â Â (h)Â Â Â Â Litigation. Except as set forth on ScheduleÂ 6.1.(h), there are no actions, suits or proceedings pending (or, to the knowledge of any Loan Party, are there any actions, suits or proceedings threatened, nor is there any basis therefor) against or in any other way relating adversely to or affecting the Borrower, any other Loan Party, any other Subsidiary or any of their respective property in any court or before any arbitrator of any kind or before or by any other Governmental Authority which, (i)Â could reasonably be expected to have a Material Adverse Effect or (ii) in any manner draws into question the validity or enforceability of any Loan Document. Â Â Â Â (i)Â Â Â Â Taxes. All federal and state income and other material tax returns of the Borrower, each other Loan Party and each other Subsidiary required by Applicable Law to be filed have been duly filed, and all federal and state income and other material taxes, assessments and other governmental charges or levies upon, each Loan Party, each other Subsidiary and their respective properties, income, profits and assets which are due and payable have been paid, except any such nonpayment or non-filing which is at the time permitted under SectionÂ 7.6. As of the Agreement Date, none of the United States income tax returns of the Borrower, any other Loan Party or any other Subsidiary is under audit. Â Â Â Â (j)Â Â Â Â Financial Statements. The Borrower has furnished to each Lender copies of (i) the audited consolidated balance sheet of the Borrower and its consolidated Subsidiaries for the fiscal years ended December 31, 2022 and December 31, 2023, and the related audited consolidated statements of income, shareholdersâ€™ equity and cash flows for the fiscal years ended on such dates, with the opinion thereon of Ernst & Young LLP and (ii) the unaudited consolidated balance sheet of the Borrower and its consolidated Subsidiaries for the fiscal quarter ended March 31, 2024, and the related unaudited

consolidated statements of operations, and cash flow of the Borrower and its consolidated Subsidiaries for the fiscal quarter period ended on such date. Such financial statements (including in each case related schedules and notes) are complete and correct in all material respects and present fairly, in accordance with GAAP consistently applied throughout the periods involved and in all material respects, the consolidated financial position of the Borrower and its consolidated Subsidiaries as at their respective dates and the results of operations and the cash flow for such periods (subject, as to interim statements, to the absence of footnotes and to changes resulting from normal year-end audit adjustments). Neither the Borrower nor any of its Subsidiaries has on the Agreement Date any material contingent liabilities, material liabilities, material liabilities for taxes, material unusual or long-term commitments or material unrealized or forward anticipated losses from any unfavorable commitments, in each case, that would be required to be set forth in its financial statements or notes thereto, except as referred to or reflected or provided for in said financial statements. Â Â Â Â Â Â Â Â Â Â Â Â Â (k)Â Â Â Â No Material Adverse Change. Since December 31, 2023, there have been no changes, events, acts, conditions or occurrences of any nature, singly or in the aggregate, that have had or could reasonably be expected to have a Material Adverse Effect. The Borrower, the other Loan Parties and the other Subsidiaries, taken as a whole, are Solvent.Â Â Â Â (l)Â Â Â Â ERISA. Â Â Â Â (i)Â Â Â Â Except as could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, each Benefit Arrangement is in compliance with the applicable provisions of ERISA, the Internal Revenue Code and other Applicable Laws. Except with respect to Multiemployer Plans, each Qualified Plan (A)Â has received a favorable determination from the Internal Revenue Service applicable to such Qualified Planâ€™s current remedial amendment cycle (as defined in Revenue Procedure 2007-44 or â€œ2007-44â€ for short), (B)Â has timely filed for a favorable determination letter from the Internal Revenue Service during its staggered remedial amendment cycle (as defined in 2007-44) and such application is currently being processed by the Internal Revenue Service, (C)Â had filed for a determination letter prior to its â€œGUST remedial amendment periodâ€ (as defined in 2007-44) and received such determination letter and the staggered remedial amendment cycle first following the GUST remedial amendment period for such Qualified Plan has not yet expired, or (D)Â is maintained under a prototype plan and may rely upon a favorable opinion letter issued by the Internal Revenue Service with respect to such prototype plan. To the best knowledge of the Borrower, nothing has occurred which would cause the loss of its reliance on each Qualified Planâ€™s favorable determination letter or opinion letter.Â Â Â Â (ii)Â Â Â Â With respect to any Benefit Arrangement that is a retiree welfare benefit arrangement, all amounts have been accrued on the applicable ERISA Groupâ€™s financial statements in accordance with FASB ASC 715. Â Â Â Â (iii)Â Â Â Â Except as could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect: (i)Â no ERISA Event has occurred or is expected to occur; (ii)Â there are no pending, or to the knowledge of a Responsible Officer of the Borrower, threatened, claims, actions or lawsuits or other action by any Governmental Authority, plan participant or beneficiary with respect to a Benefit Arrangement; (iii)Â there are no violations of the fiduciary responsibility rules with respect to any Benefit Arrangement; and (iv)Â no member of the ERISA Group has engaged in a non-exempt â€œprohibited transaction,â€ as defined in SectionÂ 406 of ERISA and SectionÂ 4975 of the Internal Revenue Code, in connection with any Plan, that would subject any member of the ERISA Group to a tax on prohibited transactions imposed by SectionÂ 502(i) of ERISA or SectionÂ 4975 of the Internal Revenue Code.Â Â Â Â (m)Â Â Â Â Absence of Defaults. None of the Loan Parties or any of the other Subsidiaries is in material default under its certificate or articles of incorporation or formation, bylaws, partnership agreement or other similar organizational documents.Â Â Â Â (n)Â Â Â Â Environmental Laws. Each of the Borrower, each other Loan Party and each other Subsidiary: (i)Â is in compliance with all Environmental Laws applicable to its business, operations and the Properties, (ii) has obtained all Governmental Approvals which are required under Environmental Laws, and each such Governmental Approval is in full force and effect, and (iii) is in compliance with all terms and conditions of such Governmental Approvals, where with respect to each of the immediately preceding clauses (i) through (iii) the failure to obtain or to comply with could reasonably be expected to have a Material Adverse Effect. Except for any of the matters set forth on Schedule 6.1.(n) or that could Â Â Â Â Â Â Â Â not reasonably be expected to have a Material Adverse Effect, no Loan Party has any knowledge of, nor has it received notice of, any past, present, or pending releases, events, conditions, circumstances, activities, practices, incidents, facts, occurrences, actions, or plans that, with respect to any Loan Party or any other Subsidiary, could reasonably be expected to interfere with or prevent compliance or continued compliance with Environmental Laws, or could reasonably be expected to give rise to any other potential common-law or legal claim or other liability, based on or related to the on-site or off-site manufacture, generation, processing, distribution, use, treatment, storage, disposal, transport, removal, clean up or handling, or the emission, discharge, release or threatened release of any Hazardous Material, or any other requirement under Environmental Law. There is no civil, criminal, or administrative action, suit, demand, claim, hearing, notice, or demand letter, mandate, order, lien, request, investigation, or proceeding pending or, to the Borrowerâ€™s knowledge after due inquiry, threatened, against the Borrower, any other Loan Party or any other Subsidiary relating in any way to Environmental Laws which, could reasonably be expected to have a Material Adverse Effect. None of the Properties is listed on or proposed for listing on the National Priority List promulgated pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and its implementing regulations, or any state or local priority list promulgated pursuant to any analogous state or local law. To the Borrowerâ€™s knowledge, no Hazardous Materials generated at or transported from the Properties are or have been transported to, or disposed of at, any location that is listed or proposed for listing on the National Priority List or any analogous state or local priority list, or any other location that is or has been the subject of a clean-up, removal or remedial action pursuant to any Environmental Law, except to the extent that such transportation or disposal could not reasonably be expected to result in a Material Adverse Effect.Â Â Â Â (o)Â Â Â Â Investment Company. None of the Borrower, any other Loan Party or any other Subsidiary is (i)Â an â€œinvestment companyâ€ or a company â€œcontrolledâ€ by an â€œinvestment companyâ€ within the meaning of the Investment Company Act of 1940, as amended, or (ii)Â subject to any other Applicable Law which purports to regulate or restrict its ability to borrow money or obtain other extensions of credit or to consummate the transactions contemplated by this Agreement or to perform its obligations under any Loan Document to which it is a party.Â Â Â Â (p)Â Â Â Â Margin Stock. None of the Borrower, any other Loan Party or any other Subsidiary is engaged principally, or as one of its important activities, in the business of extending credit for the purpose, whether immediate, incidental or ultimate, of buying or carrying â€œmargin stockâ€ within the meaning of RegulationÂ U of the Board of Governors of the Federal Reserve System.Â Â Â Â (q)Â Â Â Â Affiliate Transactions. Except as set forth on Schedule 6.1.(q), and except as permitted by SectionÂ 9.8., none of the Borrower, any other Loan Party or any other Subsidiary is a party to or bound by any agreement or arrangement (whether oral or written) with any Affiliate.Â Â Â Â (r)Â Â Â Â Business. As of the Agreement Date, the Borrower, the other Loan Parties and the other Subsidiaries are engaged in the business of acquiring, developing, owning and operating income-producing properties and such business activities and investments incidental or reasonably related thereto.Â Â Â Â (s)Â Â Â Â Brokerâ€™s Fees. No brokerâ€™s or finderâ€™s fee, commission or similar compensation will be payable with respect to the transactions contemplated hereby. No other similar fees or commissions will be payable by any Loan Party for any other services rendered to the Borrower, any other Loan Party or any other Subsidiary ancillary to the transactions contemplated hereby.Â Â Â Â (t)Â Â Â Â Accuracy and Completeness of Information. All written information, reports and other papers and data (other than financial projections and other forward looking statements and information of Â Â Â Â Â Â Â Â a general economic or general industry nature, including, without limitation, any projections furnished pursuant to Section 8.4.(n) and Section 8.4.(o)) furnished to the Administrative Agent or any Lender by, on behalf of, or at the direction of, the Borrower, any other Loan Party or any other Subsidiary were, at the time the same were so furnished, when taken as a whole, complete and correct in all material respects, and did not contain any untrue statement of a material fact, or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not materially misleading. All financial projections and other forward looking statements prepared by or on behalf of the Borrower, any other Loan Party or any other Subsidiary that have been or may hereafter be made available to the Administrative Agent or any Lender were or will be prepared in good faith based on assumptions believed to be reasonable at the time made, it being understood that actual result may vary materially from such projections and statements. As of the Agreement Date, all of the information included in the Beneficial Ownership Certification, if and to the extent required to be delivered, is true and correct.Â Â Â Â (u)Â Â Â Â Not Plan Assets; No Prohibited Transactions. None of the assets of the Borrower, any other Loan Party or any other Subsidiary constitutes â€œplan assetsâ€ within the meaning of ERISA, the Internal Revenue Code and the respective regulations promulgated thereunder, of any Plan. Assuming that no Lender funds any amount payable by it hereunder with â€œplan assets,â€ as that term is defined in 29 C.F.R. 2510.3-101, the execution, delivery and performance of this Agreement and the other Loan Documents, and the extensions of credit and repayment of amounts hereunder, do not and will not constitute â€œprohibited transactionsâ€ under ERISA or the Internal Revenue Code.(v)Â Â Â Â Anti-Corruption Laws and Sanctions; Anti-Terrorism Laws. None of the Borrower, any Subsidiary or, to the knowledge of the Borrower, any of their respective directors, officers, employees and agents (in their capacities as such) (i) is an â€œenemyâ€ or an â€œally of the enemyâ€ within the meaning of Section 2 of the Trading with the Enemy Act of the United States, 50 U.S.C. App. Â§Â§ 1 et seq., as amended (the â€œTrading with the Enemy Actâ€) or (ii) is in violation of (A) the Trading with the Enemy Act, (B) any of the foreign assets control regulations of the United States Treasury Department or any enabling legislation or executive order relating thereto, including without limitation, Executive Order No. 13224, effective as of September 24, 2001 relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism (66 Fed. Reg. 49079 (2001)) or (C) the Patriot Act (collectively, the â€œAnti-Terrorism Lawsâ€). The Borrower has implemented and maintains in effect policies and procedures reasonably designed to confirm compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents (in their capacities as such) with Anti-Corruption Laws, Anti-Terrorism Laws and applicable Sanctions. The Borrower, its Subsidiaries and, to the knowledge of the Borrower, their respective directors, officers, employees and agents (in their capacities as such) are in compliance with Anti-Corruption Laws, Anti-Terrorism Laws and applicable Sanctions in all material respects. None of the Borrower or any Subsidiary is, or derives any of its assets or operating income from investments in or transactions with, a Sanctioned Person and, to the knowledge of the Borrower, none of the respective directors, officers, employees or agents of the Borrower or any of its Subsidiaries is a Sanctioned Person.Â Â Â Â (w)Â Â Â Â REIT Status. The Borrower qualifies as, and has elected to be treated as, a REIT and is in compliance with all requirements and conditions imposed under the Internal Revenue Code to allow the Borrower to maintain its status as a REIT.Â Â Â Â (x)Â Â Â Â Unencumbered Properties. Each Property included in any calculation of Unencumbered NOI satisfied, at the time of such calculation, all of the requirements contained in the definition of Â Â Â Â Â Â Â Â â€œEligible Propertyâ€. Each Property included in any calculation of Unencumbered Pool Value satisfied, at the time of such calculation, all of the requirements contained in the definition of â€œEligible Propertyâ€. Â Â Â Â (y)Â Â Â Â Affected Financial Institution. No Loan Party nor any Subsidiary thereof is an Affected Financial Institution. SectionÂ 5 Survival of Representations and Warranties, Etc.Â Â Â Â All statements contained in any certificate, financial statement or other instrument delivered by or on behalf of any Loan Party or any other Subsidiary to the Administrative Agent or any Lender pursuant to or in connection with this Agreement or any of the other Loan Documents (including, but not limited to, any such statement made in or in connection with any amendment thereto or any statement contained in any certificate, financial statement or other instrument delivered by or on behalf of any Loan Party prior to the Agreement Date and delivered to the Administrative Agent or any Lender in connection with the underwriting or closing the transactions contemplated hereby) shall constitute representations and warranties made by the Borrower under this Agreement. All such representations and warranties shall survive the effectiveness of this Agreement, the execution and delivery of the Loan Documents and the making of the Loans and the issuance of the Letters of Credit.Article 6 Affirmative CovenantsÂ Â Â Â For so long as this Agreement is in effect, the Borrower shall comply with the following covenants:SectionÂ 6 Preservation of Existence and Similar Matters.Â Â Â Â Except as otherwise permitted under SectionÂ 9.4., the Borrower shall, and shall cause each other Loan Party and each other Subsidiary to, (i)Â preserve and maintain its respective existence in the jurisdiction of its incorporation or formation, (ii) preserve and maintain its respective rights, franchises, licenses and privileges in the jurisdiction of its incorporation or formation, and (iii) qualify and remain qualified and authorized to do business in each jurisdiction in which the character of its properties or the nature of its business requires such qualification and authorization, except, in the case of clauses (i) (solely with respect to Subsidiaries other than Loan Parties), (ii) and (iii), to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.SectionÂ 6 Compliance with Applicable Law.Â Â Â Â The Borrower shall comply, and shall cause each other Loan Party and each other Subsidiary to comply, withÂ all Applicable Law, including the obtaining of all Governmental Approvals, the failure with which to comply could reasonably be expected to have a Material Adverse Effect. The Borrower will maintain in effect and enforce policies and procedures reasonably designed to confirm compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents (in their capacities as such) with Anti-Corruption Laws, Anti-Terrorism Laws and applicable Sanctions.SectionÂ 6 Maintenance of Property.Â Â Â Â In addition to the requirements of any of the other Loan Documents, the Borrower shall, and shall cause each other Loan Party and each other Subsidiary to, protect and preserve all of its respective material properties and maintain (other than Development Properties and Major Redevelopment Â Â Â Â Â Â Â Â Properties) in good repair, working order and condition all tangible properties, ordinary wear and tear and condemnation and casualty events excepted, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.SectionÂ 6 Conduct of Business.Â Â Â Â The Borrower shall, and shall cause each other Loan Party and each other Subsidiary to, carry on its respective businesses as described in SectionÂ 6.1.(r) and not enter into any line of business not otherwise engaged in or permitted to be engaged in pursuant to Section 6.1.(r) by such Person as of the Agreement Date.SectionÂ 6 Insurance.Â Â Â Â The Borrower shall, and shall cause each other Loan Party and each other Subsidiary to, maintain insurance (on a replacement cost basis) with financially sound and reputable insurance companies against such risks and in such amounts as is customarily maintained by Persons engaged in similar businesses and at similar localities or as may be required by Applicable Law. The Borrower shall from time to time deliver to the Administrative Agent upon request a detailed list, together with copies of all policies of the insurance then in effect, stating the names of the insurance companies, the amounts and rates of the insurance, the dates of the expiration thereof and the properties and risks covered thereby. SectionÂ 6 Payment of Taxes and Claims.Â Â Â Â The Borrower shall, and shall cause each other Loan Party and each other Subsidiary to, pay and discharge (a)Â  prior to delinquency, all federal and state income taxes and all other material taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or upon any properties belonging to it, and (b)Â by not later than 30 days past the due date therefor, all lawful claims of materialmen, mechanics, carriers, warehousemen and landlords for labor, materials, supplies and rentals which, if unpaid, would without further passage of time become a Lien on any Eligible Property of such Person that is included in the calculation of Unencumbered Pool Value or the income of which is included in the calculation of Unencumbered NOI; provided, however, that this Section shall not require the payment or discharge of any such tax, assessment, charge, levy or claim which is being contested in good faith by appropriate proceedings which operate to suspend the collection thereof and for which adequate reserves have been established on the books of such Person in accordance with GAAP.SectionÂ 6 Books and Records; Inspections.Â Â Â Â The Borrower will, and will cause each other Loan Party and each other Subsidiary to, keep proper books of record and account in order to permit the preparation of financial statements accordance with GAAP. Subject to limitations, if any, imposed under regulatory or confidentiality requirements and agreements (other than confidentiality provisions entered into in contemplation of this Agreement) to which the Borrower or one of its Subsidiaries is subject or could otherwise reasonably be expected to contravene attorney-client privilege or constitute attorney work product, the Borrower will, and will cause each other Loan Party and each other Subsidiary to, permit representatives of the Administrative Agent or any Lender to visit and inspect any of their respective properties, to examine and make abstracts from any of their respective books and records and to discuss their respective affairs, finances and accounts with their respective officers, employees and independent public accountants (in the presence of an officer of the Borrower if an Event of Default does not then exist), all at such reasonable times during business hours and as often as may reasonably be requested and so long as no Event of Default exists, with Â Â Â Â Â Â Â Â reasonable prior notice. The Borrower shall be obligated to reimburse the Administrative Agent and the Lenders for their reasonable and documented out-of-pocket costs and expenses incurred in connection with the exercise of their rights under this Section only if such exercise occurs while a Default or Event of Default exists. The Borrower hereby authorizes and instructs its accountants to discuss the financial affairs of the Borrower, any other Loan Party or any other Subsidiary with the Administrative Agent.SectionÂ 6 Use of Proceeds.Â Â Â Â The Borrower will use the proceeds of Loans only (a)Â for the payment of pre-development, development and redevelopment costs incurred in connection with Properties owned by the Borrower or any Subsidiary; (b)Â to finance acquisitions permitted under this Agreement; (c)Â to finance capital expenditures and the repayment of Indebtedness of the Borrower and its Subsidiaries; (d) to finance Investments in the Indebtedness or Equity Interests of any Person, in each case as permitted under this Agreement; (e)Â to provide for the general working capital needs of the Borrower and its Subsidiaries and for other general corporate purposes of the Borrower and its Subsidiaries (including dividend distributions and stock repurchases otherwise permitted under this Agreement); and (f) to pay fees and expenses incurred in connection with the closing of this facility. The Borrower shall only use Letters of Credit for the same purposes for which it may use the proceeds of Loans. The Borrower shall not, and shall not permit any other Loan Party or any other Subsidiary to,

use any part of such proceeds to purchase or carry, or to reduce or retire or refinance any credit incurred to purchase or carry, any margin stock (within the meaning of RegulationÂ U or RegulationÂ X of the Board of Governors of the Federal Reserve System) or to extend credit to others for the purpose of purchasing or carrying any such margin stock. The Borrower shall not, and shall not permit any other Loan Party or any other Subsidiary to, use the proceeds of any Loan or any Letter of Credit in any manner which would violate Anti-Corruption Laws, Anti-Terrorism Laws or applicable Sanctions.SectionÂ 6 Environmental Matters.Â Â Â Â The Borrower shall, and shall cause each other Loan Party and each other Subsidiary to and the Borrower shall use, and shall cause each other Loan Party and each other Subsidiary to use, commercially reasonable efforts to cause all other Persons occupying, using or present on the Properties, to comply with all Environmental Laws the failure with which to comply could reasonably be expected to have a Material Adverse Effect. Except as could not reasonably be expected to result in a Material Adverse Effect, the Borrower shall, and shall cause each other Loan Party and each other Subsidiary to, promptly take all actions necessary to prevent the imposition of any Liens on any of their respective properties arising out of or related to any Environmental Laws. Nothing in this Section shall impose any obligation or liability whatsoever on the Administrative Agent, any Issuing Bank or any Lender.SectionÂ  Further Assurances.Â Â Â Â At the Borrowerâ€™s cost and expense and upon request of the Administrative Agent, the Borrower shall, and shall cause each other Loan Party and each other Subsidiary to, duly execute and deliver or cause to be duly executed and delivered, to the Administrative Agent such further instruments, documents and certificates, and do and cause to be done such further acts that may be reasonably requested by the Administrative Agent to carry out more effectively the provisions and purposes of this Agreement and the other Loan Documents.Â Â Â Â Â Â Â Â SectionÂ  REIT Status.Â Â Â Â Prior to the Reorganization, the Borrower shall maintain its status as, and election to be treated as, a REIT. On and after the Reorganization, the REIT Entity shall maintain its status as, and election to be treated as, a REIT.SectionÂ  Exchange Listing.Â Â Â Â Prior to the Reorganization, the Borrower shall maintain at least one class of common shares of the Borrower having trading privileges on the New York Stock Exchange or NYSE Amex Equities or which is subject to price quotations on The NASDAQ Stock Marketâ€™s National Market System. On and after the Reorganization, the REIT Entity shall maintain at least one class of common shares of the REIT Entity having trading privileges on the New York Stock Exchange or NYSE Amex Equities or which is subject to price quotations on The NASDAQ Stock Marketâ€™s National Market System.SectionÂ Guarantors.Â Â Â Â (a)Â Â Â Â Not later than the applicable Required Joinder Date following the date on which any of the following conditions first applies to any Subsidiary that is not a Guarantor, the Borrower shall cause such Subsidiary to execute and deliver an Accession Agreement (or if at such time a Guaranty is not in effect, a Guaranty substantially in the form of the Exhibit E) and the items specified in subsection (b) below:Â Â Â Â (i)Â Â Â Â such Subsidiary Guarantees, or otherwise becomes obligated in respect of, any Indebtedness of the Borrower or any other Subsidiary of the Borrower (or, from and after the Reorganization, the REIT Entity or any Subsidiary of the REIT Entity) (other than (A)Â Guarantees of, and other obligations in respect of, Indebtedness relating to construction loans in an aggregate amount for such Guarantees and other obligations not in excess of $200,000,000 at any time, (B) Nonrecourse Indebtedness Guarantees and Guarantees of the type described in clause (b) of the definition of Excluded Subsidiary, (C) obligations in respect of Indebtedness of a Subsidiary in respect of which recourse is limited to pledges of Equity Interests in the Subsidiary that is the primary obligor under such Indebtedness, (D) any Guaranty of Indebtedness of any Subsidiary acquired or assumed in connection with an acquisition of such Subsidiary (so long as such Guaranty was in existence prior to the consummation of such acquisition and not incurred in contemplation thereof) and (E) intercompany Indebtedness of a Subsidiary (1) owing to a Loan Party or (2) owing to another Subsidiary so long as such Indebtedness is subordinated to the Obligations);
orÂ Â Â Â (ii)Â Â Â Â (A) such Subsidiary owns an Eligible Property or other asset the value of which is included in the determination of Unencumbered Pool Value and (B) such Subsidiary, or any other Subsidiary that directly or indirectly owns any Equity Interests in such Subsidiary, incurs or suffers to exist (whether as a borrower, co-borrower, guarantor or otherwise) any Recourse Indebtedness (other than intercompany Indebtedness of a Subsidiary (1) owing to a Loan Party or (2) owing to another Subsidiary so long as such Indebtedness is subordinated to the Obligations).Â Â Â Â (b)Â Â Â Â On the date that any Accession Agreement or Guaranty is required to be delivered pursuant to subsection (a) above, the Borrower shall cause each Subsidiary that is required to become a Guarantor to deliver, in addition to the Accession Agreement or Guaranty to which it is a party, each of the following in form and substance reasonably satisfactory to the Administrative Agent: Â Â Â Â Â Â Â Â Â Â Â Â (i)Â Â Â Â if requested by the Administrative Agent, an opinion of counsel to such Subsidiary, addressed to the Administrative Agent and the Lenders;Â Â Â Â (ii)Â Â Â Â the certificate or articles of incorporation or formation, articles of organization, certificate of limited partnership, declaration of trust or other comparable organizational instrument (if any) of each such Subsidiary certified as of a recent date by the Secretary of State of the state of formation of such Subsidiary;Â Â Â Â (iii)Â Â Â Â a certificate of good standing (or certificate of similar meaning) with respect to each such Subsidiary issued as of a recent date by the Secretary of State of the state of formation of each such Subsidiary and certificates of qualification to transact business or other comparable certificates issued as of a recent date by each Secretary of State (and any state department of taxation, as applicable) of each state in which each such Subsidiary is required to be so qualified and where failure to be so qualified could reasonably be expected to have a Material Adverse Effect;Â Â Â Â (iv)Â Â Â Â a certificate of incumbency signed by the Secretary or Assistant Secretary (or other individual performing similar functions) of each such Subsidiary with respect to each of the officers of such Subsidiary authorized to execute and deliver the Loan Documents to which such Subsidiary is a party;Â Â Â Â (v)Â Â Â Â copies certified by the Secretary or Assistant Secretary (or other individual performing similar functions) of each such Subsidiary of (A)Â the by-laws of such Subsidiary, if a corporation, the operating agreement, if a limited liability company, the partnership agreement, if a limited or general partnership, or other comparable document in the case of any other form of legal entity and (B)Â all corporate, partnership, member or other necessary action taken by such Subsidiary to authorize the execution, delivery and performance of the Loan Documents to which it is a party; andÂ Â Â Â (vi)Â Â Â Â such other documents, agreements and instruments as the Administrative Agent or any Lender through the Administrative Agent, may reasonably request.Until a Subsidiary that is required to become a Guarantor under clause (ii) of the immediately preceding subsectionÂ (a) becomes a Guarantor, and delivers to the Administrative Agent the items required to be delivered pursuant to this subsectionÂ (b), (i)Â no Eligible Property owned or leased by such Subsidiary shall be included in calculations of Unencumbered Pool Value and (ii)Â no income attributable to any Eligible Property owned or leased by such Subsidiary shall be included in calculations of Unencumbered NOI. (c)Â Â Â Â Release of Guarantor. The Borrower may request in writing that the Administrative Agent release, and upon receipt of such request the Administrative Agent shall release on the date requested for such release, a Guarantor from the Guaranty so long as: (i)Â such Guarantor is not (or simultaneously upon its release will not be) otherwise required to be a party to the Guaranty under the immediately preceding subsectionÂ (a), (ii)Â no Default or Event of Default shall then be in existence or would occur as a result of such release and (iii)Â the Administrative Agent shall have received such written request at least ten (10) Business Days (or such shorter period as may be acceptable to the Administrative Agent) prior to the requested date of release. Delivery by the Borrower to the Administrative Agent of any such request shall constitute a representation by the Borrower that the matters set forth in clauses (i) Â Â Â Â Â Â Â Â and (ii) of the preceding sentence (both as of the date of the giving of such request and as of the date of the effectiveness of such requested release) are true and correct with respect to such requested release and that the Guarantor being released from the Guaranty has been (or simultaneously upon its release will be) released from all obligations in respect of any Indebtedness giving rise to the requirement that such Guarantor be a party to the Guaranty under subsection (a) above.Article 7 InformationÂ Â Â Â For so long as this Agreement is in effect, the Borrower shall furnish (including by electronic means as provided in Section 8.5.) to the Administrative Agent for distribution to each of the Lenders:SectionÂ 7 Quarterly Financial Statements.Â Â Â Â As soon as available and in any event within 10 days after the same is filed with the SEC for the first, second and third fiscal quarters of the Borrower (but in no event later than the date 45 days after the end of any such fiscal quarter, commencing with the fiscal quarter ending June 30, 2024), the unaudited consolidated balance sheet of the Borrower and its Subsidiaries as at the end of such period and the related unaudited consolidated statements of income, stockholdersâ€™ equity and cash flows of the Borrower and its Subsidiaries for such period, setting forth in each case in comparative form the figures as of the end of and for the corresponding periods of the previous fiscal year, all of which shall be certified by the chief financial officer of the Borrower, in his or her opinion, to present fairly, in accordance with GAAP and in all material respects, the consolidated financial position of the Borrower and its Subsidiaries as at the date thereof and the results of operations for such period (subject to normal year-end audit adjustments).SectionÂ 7 Year-End Statements.Â Â Â Â As soon as available and in any event within 10 days after the same is filed with the SEC for each fiscal year of the Borrower (but in no event later than the date 90 days after the end of any such fiscal year, commencing with the fiscal year ending December 31, 2024), the audited consolidated balance sheet of the Borrower and its Subsidiaries as at the end of such fiscal year and the related audited consolidated statements of income, stockholdersâ€™ equity and cash flows of the Borrower and its Subsidiaries for such fiscal year, setting forth in comparative form the figures as at the end of and for the previous fiscal year, all of which shall be (a)Â certified by the chief executive officer, the chief financial officer, or executive vice president of the Borrower, in his or her opinion, to present fairly, in accordance with GAAP and in all material respects, the financial position of the Borrower and its Subsidiaries as at the date thereof and the result of operations for such period and (b)Â accompanied by the report thereon of Ernst & Young LLP or any other independent certified public accountants of recognized national standing reasonably acceptable to the Administrative Agent, whose report shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any â€œgoing concernâ€ or like qualification or exception or any qualification or exception as to the scope of such audit.Â Â Â Â Notwithstanding anything to the contrary in this Article VIII, following the consummation of the Reorganization, the Borrower will be permitted to satisfy its obligations with respect to financial information relating to the Borrower described in Section 8.1. and this Section 8.2. above by furnishing financial information relating to the REIT Entity; provided that the same is accompanied by consolidating information that explains in reasonable detail the differences between the information relating to the REIT Entity and its Subsidiaries, on the one hand, and the information relating to the Borrower and its Â Â Â Â Â Â Â Â Â Â Â Â Subsidiaries on a standalone basis, on the other hand, with respect to the consolidated balance sheet and income statement.SectionÂ 7 Compliance Certificate.Â Â Â Â At the time the financial statements are furnished pursuant to the immediately preceding SectionsÂ 8.1. and 8.2., a certificate substantially in the form of ExhibitÂ P (a â€œCompliance Certificateâ€) executed on behalf of the Borrower by the chief financial officer or the chief accounting officer or vice president, finance of the Borrower (a) setting forth in reasonable detail as of the end of such quarterly accounting period or fiscal year, as the case may be, the calculations required to establish whether the Borrower was in compliance with the covenants contained in SectionÂ 9.1.; and (b)Â stating that to his or her knowledge, no Default or Event of Default exists, or, if such is not the case, specifying such Default or Event of Default and its nature, when it occurred and the steps being taken by the Borrower with respect to such event, condition or failure. Each Compliance Certificate shall include (i)Â a reasonably detailed list of all Properties which the Borrower has elected to include in calculations of Unencumbered NOI and Unencumbered Pool Value for the fiscal period covered by such Compliance Certificate (it being understood that so long as no Default or Event of Default exists or would occur as a result of such election, the Borrower shall be free to include or exclude from such calculations any Property that would otherwise be eligible for inclusion), (ii)Â a summary with respect to each Property then included in calculations of Unencumbered NOI and Unencumbered Pool Value, including without limitation, a quarterly and year-to-date statement of Net Operating Income, (iii)Â a statement of Funds From Operations, and (iv)Â a report listing Properties acquired in the most recently ended fiscal quarter setting forth for each such Property the purchase price and Net Operating Income for such Property and indicating whether such Property is collateral for any Indebtedness of the owner of such Property that is secured in any manner by any Lien and, if so, a description of such Indebtedness.SectionÂ 7 Other Information.Â Â Â Â (a)Â Â Â Â Within 10 days of the filing thereof, copies of all registration statements (excluding the exhibits thereto (unless requested by the Administrative Agent) and any registration statements on Form S-8 or its equivalent), reports on Forms 10-K, 10-Q and 8-K (or their equivalents) and all other periodic reports which any Loan Party or any other Subsidiary shall file with the SEC or any national securities exchange (which information may be delivered by electronic means as provided in Section 8.5.);Â Â Â Â (b)Â Â Â Â Promptly upon the mailing thereof to the shareholders of the Borrower generally, copies of all financial statements, reports and proxy statements so mailed and promptly upon the issuance thereof copies of all press releases issued by the Borrower, any other Loan Party or any other Subsidiary (which information may be delivered by electronic means as provided in Section 8.5.); Â Â Â Â (c)Â Â Â Â Promptly, upon any change in the Borrowerâ€™s Credit Rating, a certificate stating that the Borrowerâ€™s Credit Rating has changed and the new Credit Rating that is in effect;Â Â Â Â (d)Â Â Â Â If any ERISA Event shall occur that individually, or together with any other ERISA Event that has occurred, could reasonably be expected to have a Material Adverse Effect, a certificate of the chief executive officer or chief financial officer of the Borrower setting forth details as to such occurrence and the action, if any, which the Borrower or applicable member of the ERISA Group is required or proposes to take;Â Â Â Â Â Â Â Â Â Â Â Â (e)Â Â Â Â To the extent any Loan Party or any other Subsidiary is aware of the same, prompt notice of the commencement of any proceeding or investigation by or before any Governmental Authority and any action or proceeding in any court or other tribunal or before any arbitrator against or in any other way relating adversely to, or adversely affecting, any Loan Party or any other Subsidiary or any of their respective properties, assets or businesses which could reasonably be expected to have a Material Adverse Effect;Â Â Â Â (f)Â Â Â Â Prompt notice of (i)Â any change in the executive management of the Borrower, any other Loan Party or any other Subsidiary (which notice may be delivered by electronic means as provided in Section 8.5.) and (ii)Â any matter which has had, or could reasonably be expected to have, a Material Adverse Effect (which notice may be delivered by electronic means as provided in Section 8.5.);Â Â Â Â (g)Â Â Â Â Prompt notice of the occurrence of any Default or Event of Default;Â Â Â Â (h)Â Â Â Â Prompt notice of any order, judgment or decree in excess of $5,000,000 having been entered against any Loan Party or any other Subsidiary or any of their respective properties or assets;Â Â Â Â (i)Â Â Â Â Promptly upon the request of the Administrative Agent, evidence of the Borrowerâ€™s calculation of the Ownership Share with respect to a Subsidiary or an Unconsolidated Affiliate, such evidence to be in form and detail reasonably satisfactory to the Administrative Agent;
Â Â Â Â (j)Â Â Â Â Promptly, upon each request, information identifying the Borrower or any other Loan Party as a Lender may request in order to comply with applicable â€œknow your customerâ€ and anti-money laundering rules and regulations, including without limitation, the Patriot Act; (k)Â Â Â Â Simultaneously with the year-end financial statements furnished pursuant to SectionÂ 8.2., profit and loss projections of the Borrower and its Subsidiaries on a consolidated basis for each quarter of the next succeeding fiscal year, all itemized in reasonable detail. The foregoing shall be accompanied by pro forma determinations of the ratios or amounts specified in each of the covenants contained in SectionÂ 9.1. at the end of each fiscal quarter of the next succeeding fiscal year, it being understood and agreed that the projections and pro forma determinations provided under this subsectionÂ (k) shall be furnished for informational purposes only and shall not be a basis for determining or declaring the occurrence, existence or continuation of any Default or Event of Default;(l)Â Â Â Â Simultaneously with the year-end financial statements furnished pursuant to SectionÂ 8.2., a report in form and content satisfactory to the Administrative Agent detailing the Borrowerâ€™s, together with its Subsidiariesâ€™, projected sources and uses of cash for each quarter of the next succeeding fiscal year. Such sources and uses shall be furnished for informational purposes only and shall not be a basis for determining or declaring the occurrence, existence or continuation of any Default or Event of Default and shall include but not be limited to excess operating cash flow, projected borrowings under existing credit facilities or debt issuances, availability under this Agreement, unused availability under committed development loans, unfunded committed equity and any other committed sources of funds. Such uses shall include but not be limited to cash obligations for binding acquisitions, unfunded development costs, capital expenditures, debt service, overhead, dividends, maturing Property loans, hedge settlements and other anticipated uses of cash; (m)Â Â Â Â Within 10 Business Days of the Administrative Agentâ€™s written request, a current rent roll for any one or more Properties then included in the calculations of Unencumbered NOI and Unencumbered Pool Value;Â Â Â Â Â Â Â Â Â Â Â Â (n)Â Â Â Â From time to time and promptly upon each request, such data, certificates, reports, statements, documents or further information regarding any Property or the business, assets, liabilities, financial condition, results of operations or business prospects of the Borrower or any of its Subsidiaries as the Administrative Agent or any Lender may reasonably request (subject to limitations, if any, imposed under regulatory or confidentiality requirements and agreements (other than confidentiality provisions entered into in contemplation of this Agreement) to which the Borrower or one of its Subsidiaries is subject or could otherwise reasonably be expected to contravene attorney-client privilege or constitute attorney work product); Â Â Â Â (o)Â Â Â Â Following the Reorganization, while any Event of Default exists, the Borrower shall give the Administrative Agent at least 5 Business Daysâ€™ prior notice of (i)Â any redemption of any Equity Interests of the OP for cash as permitted under SectionÂ 9.1.(f)(ii) and (ii)Â any Restricted Payment by the Borrower to the REIT Entity to fund administrative and operating expenses as permitted under SectionÂ 9.1.(f)(iii);
andÂ Â Â Â (p)Â Â Â Â The Borrowers shall notify the Administrative Agent and each Lender that previously received a Beneficial Ownership Certification of any change in the information provided in the Beneficial Ownership Certification that would result in a change to the list of beneficial owners identified therein and, promptly upon the reasonable request of the Administrative Agent or any Lender, provide the Administrative Agent or such Lender, as the case may be, any information or documentation reasonably requested by it for purposes of

complying with the Beneficial Ownership Regulation.Â Â Â Â SectionÂ 7 Electronic Delivery of Certain Information.Â Â Â Â (a)Â Â Â Â Documents required to be delivered by or on behalf of the Borrower pursuant to the Loan Documents may be delivered by electronic communication and delivery, including, the Internet, e-mail or intranet websites to which the Administrative Agent and each Lender have access (including a commercial, third-party website (such as www.sec.gov) or a website sponsored or hosted by the Administrative Agent or the Borrower) provided that the foregoing shall not apply to notices to any Lender (or the Issuing Banks) pursuant to Article II. Notices and other communications to the Administrative Agent, Lenders and the Issuing Banks hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices to any Lender or Issuing Bank pursuant to ArticleÂ II if such Lender or Issuing Bank, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the senderâ€™s receipt of an acknowledgement from the intended recipient (such as by the â€œreturn receipt requestedâ€ function, as available, return e-mail or other written acknowledgement), and (ii) documents or notices delivered electronically shall be deemed to have been delivered on the date and at the time on which the Administrative Agent or the Borrower posts such documents or the documents become available on a commercial website and the Administrative Agent or Borrower notifies each Lender of said posting and provides a link thereto; provided that, for both clauses (i) and (ii) above, if such notice or other communication is not sent or posted during the normal business hours of the recipient, said posting date and time shall be deemed to have commenced as of 11:00 a.m. Central time on the opening of business on the next business day for the recipient; provided, however, documents required to be delivered pursuant to SectionsÂ 8.4.(a), 8.4.(b), and 8.4.(f)(i) shall be deemed to have been delivered on the date on which such documents are filed for public availability on the SECâ€™s Electronic Data Gathering and Retrieval System Â Â Â Â Â Â Â Â (it being understood that the Borrower shall not be required to provide notice to the Administrative Agent or any Lender of such electronic filing of information). The Administrative Agent shall have no obligation to request the delivery of or to maintain paper copies of the documents delivered electronically, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery. Each Lender shall be solely responsible for requesting delivery to it of paper copies and maintaining its paper or electronic documents. Â Â Â Â (b)Â Â Â Â Documents required to be delivered pursuant to Article II. may be delivered electronically to a website provided for such purpose by the Administrative Agent pursuant to the procedures provided to the Borrower by the Administrative Agent. SectionÂ 7 Public/Private Information.Â Â Â Â The Borrower shall cooperate with the Administrative Agent in connection with the publication of certain materials and/or information provided by or on behalf of the Borrower. Documents required to be delivered pursuant to the Loan Documents shall be delivered by or on behalf of the Borrower to the Administrative Agent and the Lenders (collectively, â€œInformation Materialsâ€) pursuant to this Article and, if requested by the Administrative Agent, the Borrower shall designate Information Materials (a) that are either available to the public or not material with respect to the Borrower and its Subsidiaries or any of their respective securities for purposes of United States federal and state securities laws, as â€œPublic Informationâ€ and (b) that are not Public Information as â€œPrivate Informationâ€. All Information Materials that are neither identified as â€œPublic Informationâ€ nor included in public filings made by the Borrower or any of its Subsidiaries with the SEC shall be deemed to be private and confidential. Notwithstanding the foregoing, each Lender who does not wish to receive Private Information agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the â€œPrivate Side Informationâ€ or similar designation on the content declaration screen of any website provided pursuant to SectionÂ 8.5. in order to enable such Public Lender or its delegate, in accordance with such Public Lenderâ€™s compliance procedures and Applicable Law, including United States federal and state securities laws, to make reference to Information Materials that are not made available through the â€œPublic Side Informationâ€ portion of such website provided pursuant to SectionÂ 8.5. and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States federal and state securities laws.SectionÂ 7 USA Patriot Act Notice; Compliance.The Patriot Act and federal regulations issued with respect thereto require all financial institutions to obtain, verify and record certain information that identifies individuals or business entities which open an â€œaccountâ€ with such financial institution. Consequently, a Lender (for itself and/or as agent for all Lenders hereunder) may from time-to-time request, and the Borrower shall, and shall cause the other Loan Parties to, provide promptly upon any such request to such Lender, such Loan Partyâ€™s name, address, tax identification number and/or such other identification information as shall be necessary for such Lender to comply with federal law. An â€œaccountâ€ for this purpose may include, without limitation, a deposit account, a cash management service, a transaction or asset account, a credit account, a loan or other extension of credit, and/or other financial services product.Article 8 Negative CovenantsÂ Â Â Â For so long as this Agreement is in effect, the Borrower shall comply with the following covenants:Â Â Â Â Â Â Â Â SectionÂ 8 Financial Covenants.Â Â Â Â The Borrower shall comply with following financial covenants at all times specified below but shall in any event only report on compliance as required pursuant to SectionÂ 8.3. or any other applicable provision of this Agreement:Â Â Â Â (a)Â Â Â Â Ratio of Consolidated Total Indebtedness to Consolidated Total Asset Value. The Borrower shall not permit the ratio of (i)Â Consolidated Total Indebtedness to (ii)Â Consolidated Total Asset Value to exceed 0.60 to 1.00 at any time; provided, however, that if such ratio is greater than 0.60 to 1.00 but is not greater than 0.65 to 1.00, then the Borrower shall be deemed to be in compliance with this subsection (a) so long as (i) the Borrower or any of its Subsidiaries completed an acquisition which resulted in such ratio (after giving effect to such acquisition) exceeding 0.60 to 1.00 at any time during the fiscal quarter in which such acquisition took place and for the three subsequent consecutive fiscal quarters, (ii) the Borrower has not maintained compliance with this subsection (a) in reliance on this proviso more than twice during the term of this Agreement and (iii) such ratio (after giving effect to such acquisition) is not greater than 0.65 to 1.00 at any time. For the purpose of calculating such ratio, (a)Â Consolidated Total Indebtedness shall be adjusted by deducting an amount equal to the lesser of the amount of (i)Â Unrestricted Cash on the date of determination and (ii)Â Consolidated Total Indebtedness and (b)Â Consolidated Total Asset Value shall be adjusted by deducting therefrom the amount by which Consolidated Total Indebtedness is adjusted under the immediately preceding clauseÂ (a).Â Â Â Â (b)Â Â Â Â Ratio of Consolidated Secured Indebtedness to Consolidated Total Asset Value. The Borrower shall not permit the ratio of (i)Â Consolidated Secured Indebtedness to (ii)Â Consolidated Total Asset Value, to exceed 0.40 to 1.00 at any time. Â Â Â Â (c)Â Â Â Â Ratio of Consolidated Adjusted EBITDA to Consolidated Fixed Charges. The Borrower shall not permit the ratio of (i)Â Consolidated Adjusted EBITDA for any fiscal quarter to (ii)Â Consolidated Fixed Charges for such fiscal quarter, to be less than 1.50 to 1.00 at the end of such fiscal quarter.Â Â Â Â (d)Â Â Â Â [Reserved]. Â Â Â Â (e)Â Â Â Â Ratio of Consolidated Unsecured Indebtedness to Unencumbered Pool Value. The Borrower shall not permit the ratio of (i)Â Consolidated Unsecured Indebtedness to (ii)Â Unencumbered Pool Value to exceed 0.60 to 1.00 at any time; provided, however, that if such ratio is greater than 0.60 to 1.00 but is not greater than 0.65 to 1.00, then the Borrower shall be deemed to be in compliance with this subsection (e) so long as (i) the Borrower or any of its Subsidiaries completed an acquisition which resulted in such ratio (after giving effect to such acquisition) exceeding 0.60 to 1.00 at any time during the fiscal quarter in which such acquisition took place and for the three subsequent consecutive fiscal quarters, (ii) the Borrower has not maintained compliance with this subsectionÂ (e) in reliance on this proviso more than twice during the term of this Agreement and (iii) such ratio (after giving effect to such acquisition) is not greater than 0.65 to 1.00 at any time. For the purpose of calculating such ratio, (a)Â Consolidated Unsecured Indebtedness shall be adjusted by deducting an amount equal to the lesser of the amount of (i)Â Unrestricted Cash on the date of determination and (ii)Â Consolidated Unsecured Indebtedness and (b)Â Unencumbered Pool Value shall be adjusted by deducting therefrom the amount by which Consolidated Unsecured Indebtedness is adjusted under the immediately preceding clauseÂ (a).Â Â Â Â (f)Â Â Â Â Dividends and Other Restricted Payments. If (i) an Event of Default under SectionÂ 10.1.(a), SectionÂ 10.1.(e) or SectionÂ 10.1.(f) shall exist, or (ii) as a result of the occurrence of any other Event Â Â Â Â Â Â Â Â of Default any of the Obligations have been accelerated pursuant to Section 10.2.(a), neither the Borrower nor any Subsidiary shall directly or indirectly declare or make, or incur any liability to make any Restricted Payments. If any Event of Default other than those specified in clauses (i) and (ii) of the immediately preceding sentence exists and the Obligations have not been accelerated pursuant to Section 10.2.(a), the Borrower may only declare or make, or incur any liability to make, cash distributions to its shareholders during any fiscal year in an aggregate amount not to exceed the minimum amount necessary for the Borrower (or following the Reorganization, the REIT Entity) to maintain compliance with SectionÂ 7.11 and to avoid payment of any income or excise taxes imposed under Section 857(b)(1), 857(b)(3) or 4981 of the Internal Revenue Code; provided that there shall not be any implied requirement that the Borrower (or following the Reorganization, the REIT Entity) utilize the dividend deferral options in Section 857(b)(9) or Section 858(a) of the Internal Revenue Code. Notwithstanding anything to the contrary in this Section, (i)Â Subsidiaries may make Restricted Payments to the Borrower and to other Subsidiaries and to any Person owning Equity Interests in such Subsidiary ratably in accordance with the interest held by such Person, (ii)Â following the consummation of the Reorganization, the OP or any other Subsidiary of the REIT Entity may redeem for cash limited partnership interests or membership interests in the OP pursuant to customary redemption rights granted to the applicable limited partner or member, but only to the extent that, in the good faith determination of the Borrower, issuing shares of the REIT Entity in redemption of such partnership or membership interests reasonably could be considered to impair its ability to maintain its status as a REIT, (iii)Â following the consummation of the Reorganization, to the extent constituting a Restricted Payment, payments may be made by the Borrower to the REIT Entity to the extent required to fund administrative and operating expenses of the REIT Entity to the extent attributable to any activity of or with respect to the REIT Entity that is not otherwise prohibited by this Agreement, (iv) the Borrower and any of its Subsidiaries may make repurchases, retirement or other acquisitions of Equity Interests in the Borrower or any Subsidiary (or following the Reorganization, the REIT Entity or any other parent entity of the Borrower) pursuant to any employee or director equity or stock option plan entered into in the ordinary course of business and (v) the Borrower (or following the Reorganization, including the REIT Entity) or any of its Subsidiaries may issue Equity Interests in connection with a conversion request by a holder of convertible Indebtedness and make cash payments in lieu of fractional shares in connection with any such conversion.SectionÂ 8 Reciprocal Lien.Â Â Â Â If any Eligible Property included in the calculation of Unencumbered Pool Value or the income of which is included in the calculation of Unencumbered NOI becomes subject to a Lien causing such Property to no longer satisfy the definition of Eligible Property, and, as a result, a Default or Event of Default occurs, then the Borrower or the applicable Subsidiary will make or cause to be made a provision whereby the Obligations will be secured equally and ratably with all other obligations secured by such Lien, and in any case the Lenders shall have the benefit, to the full extent that and with such priority as, the Lenders may be entitled under Applicable Law, of an equitable Lien on such Property securing the Obligations. The grant of a Lien pursuant to this SectionÂ 9.2. shall not be deemed to cure any Default or Event of Default occurring as a result of such Eligible Property becoming subject to such Lien.SectionÂ 8 Restrictions on Intercompany Transfers.Â Â Â Â The Borrower shall not, and shall not permit any other Loan Party or any other Subsidiary (other than an Excluded Subsidiary) to, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Subsidiary to: (a)Â pay dividends or make any other distribution on any of such Subsidiaryâ€™s capital stock or other Equity Interests owned by the Borrower or any Subsidiary; (b)Â pay any Indebtedness owed to the Borrower or any Subsidiary; Â Â Â Â Â Â Â Â (c)Â make loans or advances to the Borrower or any Subsidiary; or (d)Â transfer any of its property or assets to the Borrower or any other Subsidiary; provided that this Section shall not apply to: (i)Â with respect to clause (d), (A)Â restrictions contained in any agreement relating to the sale of assets pending sale, or relating to Indebtedness secured by a Lien on assets which Indebtedness the Borrower or a Subsidiary, as applicable, is not prohibited from creating, incurring, assuming, or permitting or suffering to exist by the Loan Documents; provided that in any such case, the restrictions apply only to the assets that are the subject of such sale or Lien, as the case may be or (B)Â customary provisions restricting assignment of any agreement entered into by the Borrower, any other Loan Party or any other Subsidiary in the ordinary course of business and (ii)Â with respect to clauses (a) through (d), those encumbrances or restrictions (A)Â contained in any Loan Document, (B)Â contained in any other agreement that evidences unsecured Indebtedness containing encumbrances or restrictions on the actions described above that are substantially similar to, or no more restrictive than, those contained in the Loan Documents, (C)Â contained in organizational documents of, or other agreements governing an Investment in, or Indebtedness incurred by, any Excluded Subsidiary, Unconsolidated Affiliate or any Subsidiary that is not a Wholly Owned Subsidiary (but only to the extent applicable to the Equity Interest in such Subsidiary or Unconsolidated Affiliate or the assets of such Subsidiary or Unconsolidated Affiliate) or (D)Â obligations restricting the sale or other transfer of assets pursuant to â€œtax protectionâ€ (or similar) agreements entered into with limited partners or members of the OP or of any other Subsidiary of the REIT Entity. SectionÂ 8 Merger, Consolidation, Sales of Assets and Other Arrangements.Â Â Â Â The Borrower shall not, and shall not permit any other Loan Party or any other Subsidiary to, (a)Â enter into any transaction of merger or consolidation; (b)Â liquidate, windup or dissolve itself (or suffer any liquidation or dissolution); (c)Â convey, sell, lease, sublease, transfer or otherwise dispose of, in one transaction or a series of transactions, assets, or the capital stock of or other Equity Interests in any of its Subsidiaries, whether now owned or hereafter acquired, having a fair market value in excess of the Substantial Amount; or (d)Â engage in a transaction or a series of related transactions in which it acquires assets having a fair market value in excess of the Substantial Amount or make an Investment in any other Person in excess of the Substantial Amount; provided, however, that:Â Â Â Â (i)Â Â Â Â the Borrower or any Subsidiary may merge with or into any other Subsidiary or any other Person so long as no Default or Event of Default is or would be in existence immediately thereafter; provided, however, that in the case of any merger involving (x) the Borrower, the Borrower shall be the surviving entity or (y) any Loan Party (other than the Borrower), the surviving entity shall be a Loan Party or shall become a Loan Party in accordance with the applicable terms of this Agreement;Â Â Â Â (ii)Â Â Â Â the Borrower or any Subsidiary may sell, lease or otherwise transfer or dispose of its assets to the Borrower or any other Subsidiary so long as no Default or Event of Default is or would be in existence immediately thereafter;Â Â Â Â (iii)Â Â Â Â any Loan Party and any other Subsidiary may, directly or indirectly, sell, lease or otherwise transfer, whether by one or a series of transactions, assets having a fair market value in excess of the Substantial Amount (including capital stock or other securities of Subsidiaries) to any other Person, so long as (1)Â the Borrower shall have given the Administrative Agent and the Lenders at least 15 days prior written notice (or such shorter period as may be acceptable to the Administrative Agent) of such sale, lease or other transfer; (2)Â immediately prior thereto, and immediately thereafter and after giving effect thereto, no Default or Event of Default is or would be in existence; provided, however, that if, prior to the occurrence of a Default (or, during the Â Â Â Â Â Â Â Â existence of a Default, so long as the relevant agreement expressly states that sale of the Property subject to the agreement is conditioned on the approval of the Lenders), such Loan Party or Subsidiary has entered into an agreement to sell a Property which agreement requires that such Property be sold at a time during which a Default exists, such Loan Party or Subsidiary shall be permitted to sell such Property if a Default (but not an Event of Default) exists to the extent necessary for such Loan Party or Subsidiary to comply with the terms of such agreement, subject to such Loan Party or Subsidiary having received the approval of the Lenders required pursuant to the terms of any agreement entered into during the existence of a Default; and (3)Â at the time the Borrower gives notice pursuant to clauseÂ (1) of this subsection, the Borrower shall have delivered to the Administrative Agent and the Lenders a Compliance Certificate, calculated on a pro forma basis, evidencing the continued compliance by the Loan Parties with the financial covenants contained in SectionÂ 9.1., after giving effect to such consolidation, merger, sale, lease or other transfer;Â Â Â Â (iv)Â Â Â Â any Loan Party and any other Subsidiary may, directly or indirectly,Â acquire (whether by purchase, acquisition of Equity Interests of a Person, or as a result of a merger or consolidation) assets, in a single transaction or series of related transactions, having a fair market valueÂ in excess of the Substantial Amount, or make an Investment in any other Person in an amount in excess of the Substantial Amount, so long as (1)Â the Borrower shall have given the Administrative Agent and the Lenders at least 15 days prior written notice (or such shorter period as may be acceptable to the Administrative Agent) of such purchase, acquisition, merger, consolidation or Investment (collectively, â€œacquisitionâ€); (2)Â immediately prior thereto, and immediately thereafter and after giving effect thereto, no Default or Event of Default is or would be in existence; provided, however, that if, prior to the occurrence of a Default (or, during the existence of a Default, so long as the relevant agreement expressly states thatÂ acquisition of the Property subject to the agreement is conditioned on the approval of the Lenders), such Loan Party or Subsidiary has entered into an agreement to acquire a Property which agreement requires that such Property be acquired at a time during which a Default (but not an Event of Default) exists, such Loan Party or Subsidiary shall be permitted to acquire such Property to the extent necessary for such Loan Party or Subsidiary to comply with the terms of such agreement, subject to such Loan Party or Subsidiary having received the approval of the Lenders required pursuant to the terms of any agreement entered into during the existence of a Default; (3)Â in the case of a consolidation or merger involving (x) the Borrower, the Borrower shall be the survivor thereof or (y) any Loan Party (other than the Borrower), the survivor thereof shall be a Loan Party or shall become a Loan Party in accordance with the applicable terms of this Agreement; and (4)Â at the time the Borrower gives notice pursuant to clauseÂ (1) of this subsection, the Borrower shall have delivered to the Administrative Agent and the Lenders a Compliance Certificate, calculated on a pro forma basis, evidencing the continued compliance by the Loan Parties with the financial covenants contained in SectionÂ 9.1., after giving effect to suchÂ acquisition;(v)Â Â Â Â the Loan Parties and the other Subsidiaries may lease and sublease their

respective assets, as lessor or sublessor (as the case may be), in the ordinary course of their business; (vi)Â Â Â Â any Subsidiary that is not a Material Subsidiary may liquidate and dissolve itself (or suffer its liquidation or dissolution) so long as immediately prior to the taking of such action, and immediately thereafter and after giving effect thereto, no Default or Event of Default is or would be in existence; and Â Â Â Â Â Â Â Â (vii)Â Â Â Â Borrower and its Subsidiaries may effect the transactions described in clauses (a) through (d) of this SectionÂ 9.4. to the extent necessary or convenient to consummate the Reorganization in accordance with the requirements of SectionÂ 12.20.SectionÂ 8 Plans.Â Â Â Â The Borrower shall not, and shall not permit any Subsidiary to, permit any of its respective assets to become or be deemed to be â€œplan assetsâ€ within the meaning of ERISA, the Internal Revenue Code and the respective regulations promulgated thereunder. SectionÂ 8 Fiscal Year.Â Â Â Â The Borrower shall not, and shall not permit any other Loan Party or other Subsidiary to, change its fiscal year from that in effect as of the Agreement Date.SectionÂ 8 Modifications of Organizational Documents. Â Â Â Â The Borrower shall not enter into, and shall not permit any Loan Party or any other Subsidiary to enter into any amendment, supplement, restatement or other modification of its certificate or articles of incorporation, articles of organization or formation, certificate of limited partnership, declaration of trust or other comparable organizational instrument (if any) that could reasonably be expected to have a Material Adverse Effect or that would be adverse to the rights and remedies of the Administrative Agent and Lenders in any material respect. SectionÂ 8 Transactions with Affiliates.Â Â Â Â The Borrower shall not permit to exist or enter into, and will not permit any other Loan Party or other Subsidiary to permit to exist or enter into, any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of the Borrower except (a)Â as set forth on ScheduleÂ 6.1.(q), (b)Â transactions in the ordinary course of and pursuant to the reasonable requirements of the business of the Borrower or any of its Subsidiaries and upon fair and reasonable terms, (c) transactions which are no less favorable to the Borrower or such Subsidiary than would be obtained in a comparable armâ€™s length transaction with a Person that is not an Affiliate, (d)Â transactions entirely by and among Loan Parties and Subsidiaries, (e)Â following the Reorganization, payments by the Borrower to the REIT Entity to the extent required to fund administrative and operating expenses of the REIT Entity and which are not prohibited by the Loan Documents, (f) transactions by and among Subsidiaries and Unconsolidated Affiliates not otherwise prohibited under the Loan Documents, (g) transactions not prohibited by SectionÂ 9.1.(f) or 9.4. and (h)Â transactions necessary or convenient to consummate the Reorganization in accordance with SectionÂ 12.20. SectionÂ 8 Derivatives Contracts.Â Â Â Â The Borrower shall not, and shall not permit any other Loan Party or any other Subsidiary to, enter into or become obligated in respect of Derivatives Contracts, other than Derivatives Contracts entered into by the Borrower, any such other Loan Party or any such other Subsidiary in the ordinary course of business and which, when entered into, were intended to establish an effective hedge either (i)Â in respect of existing or permitted Indebtedness or (ii)Â in respect of liabilities, commitments or assets held or reasonably anticipated to be held by the Borrower, such other Loan Party or such other Subsidiary.Â Â Â Â Â Â Â Â Article 9 DefaultSectionÂ 9 Events of Default.Â Â Â Â Each of the following shall constitute an Event of Default, whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of Applicable Law or pursuant to any judgment or order of any Governmental Authority:Â Â Â Â (a)Â Â Â Â Default in Payment. (i)Â The Borrower shall fail to pay when due under this Agreement or any other Loan Document (whether upon demand, at maturity, by reason of acceleration or otherwise) (A)Â the principal of any of the Loans or any Reimbursement Obligation, or (B)Â interest on any of the Loans or any of the other payment Obligations owing by the Borrower under this Agreement or any other Loan Document in the case of this clauseÂ (B) only, within 10 Business Days after becoming due, or (ii)Â any other Loan Party shall fail to pay within 10 Business Days after becoming due any payment obligation owing by such Loan Party under any Loan Document to which it is a party.Â Â Â Â (b)Â Â Â Â Default in Performance. Â Â Â Â (i)Â Â Â Â Any Loan Party shall fail to perform or observe any term, covenant or agreement on its part to be performed or observed and contained in Section 7.1.(i) (solely with respect to the existence of the Borrower) or ArticleÂ IX. (other than SectionÂ 9.7. or SectionÂ 9.9.); orÂ Â Â Â (ii)Â Â Â Â Any Loan Party shall fail to perform or observe any term, covenant or agreement contained in this Agreement or any other Loan Document to which it is a party and not otherwise mentioned in this Section, and in the case of this subsection (b)(ii) only, such failure shall continue for a period of 30 calendar days after the earlier of (x)Â the date upon which a Responsible Officer of the Borrower or such other Loan Party obtains knowledge of such failure or (y)Â the date upon which the Borrower has received written notice of such failure from the Administrative Agent.Â Â Â Â (c)Â Â Â Â Misrepresentations. Any written statement, representation or warranty made or deemed made by or on behalf of any Loan Party under this Agreement or under any other Loan Document, or any amendment hereto or thereto, or in any other writing or statement at any time furnished by, or at the direction of, any Loan Party to the Administrative Agent, any Issuing Bank or any Lender, shall at any time prove to have been incorrect or misleading in any material respect when furnished or made or deemed made, it being understood that no projections furnished pursuant to SectionÂ 8.4.(k) and SectionÂ 8.4.(l) or otherwise shall be a basis for determining or declaring the occurrence, existence or continuation of any Default or Event of Default.Â Â Â Â (d)Â Â Â Â Indebtedness Cross-Default.Â Â Â Â (i)Â Â Â Â The Borrower, any other Loan Party or any other Subsidiary shall fail to make any payment when due and payable in respect of any Indebtedness (other than the Loans, the Reimbursement Obligations, and any Nonrecourse Indebtedness) having an aggregate outstanding principal amount (or, in the case of any Derivatives Contract, having, without regard to the effect of any close-out netting provision, a Derivatives Termination Value), in each case individually or in the aggregate with all other such Indebtedness as to which such a failure exists, equal to or Â Â Â Â Â Â Â Â exceeding the greater of (x) $75,000,000 or (y) 2.5% of Consolidated Total Asset Value (â€œMaterial Recourse Indebtednessâ€); orÂ Â Â Â (ii)Â Â Â Â (x)Â The maturity of any Material Recourse Indebtedness shall have been accelerated in accordance with the provisions of any indenture, contract or instrument evidencing, providing for the creation of or otherwise concerning such Material Recourse Indebtedness or (y)Â any Material Recourse Indebtedness shall have been required to be prepaid, repurchased, redeemed or defeased prior to the stated maturity thereof (other than as a result of (A)Â customary non-default mandatory prepayment requirements associated with asset sales, casualty events, debt or equity issuances, extraordinary receipts or borrowing base limitations and (B)Â any Indebtedness constituting convertible debt becoming due as a result of the exercise by any holder thereof of conversion, exchange or similar rights related to the value of the Borrowerâ€™s equity securities shall not be subject to this clauseÂ (ii) as long as such Indebtedness is converted into or exchanged for Equity Interests (other than Mandatorily Redeemable Stock) of the Borrower pursuant to the terms of such Indebtedness); orÂ Â Â Â (iii)Â Â Â Â Any other event shall have occurred and be continuing (after giving to notice, grace and cure periods) as a result of which any holder or holders of any Material Recourse Indebtedness, any trustee or agent acting on behalf of such holder or holders or any other Person, is then permitted to accelerate the maturity of any such Material Recourse Indebtedness or is then permitted to require any such Material Recourse Indebtedness to be prepaid, repurchased, redeemed or defeased prior to its stated maturity and all applicable grace or cure periods shall have expired (other than as a result of (A)Â customary non-default mandatory prepayment requirements associated with asset sales, casualty events, debt or equity issuances, extraordinary receipts or borrowing base limitations and (B)Â any Indebtedness constituting convertible debt becoming due as a result of the exercise by any holder thereof of conversion, exchange or similar rights related to the value of the Borrowerâ€™s equity securities shall not be subject to this clause (iii) as long as such Indebtedness is converted into or exchanged for Equity Interests (other than Mandatorily Redeemable Stock) of the Borrower pursuant to the terms of such Indebtedness).Â Â Â Â (e)Â Â Â Â Voluntary Bankruptcy Proceeding. The Borrower, any other Loan Party, any Material Subsidiary or any Subsidiary to which more than 10.0% of Consolidated Total Asset Value is attributable in the aggregate shall (other than with respect to the receivership of an Excluded Subsidiary all Indebtedness of which is Nonrecourse Indebtedness): (i)Â commence a voluntary case under the Bankruptcy Code or other federal bankruptcy laws (as now or hereafter in effect); (ii)Â file a petition seeking to take advantage of any other Applicable Laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (iii)Â consent to, or fail to contest in a timely and appropriate manner, any petition filed against it in an involuntary case under such bankruptcy laws or other Applicable Laws or consent to any proceeding or action described in the immediately following subsection (f); (iv)Â apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of a substantial part of its property, domestic or foreign; (v)Â admit in writing its inability to pay its debts as they become due; (vi)Â make a general assignment for the benefit of creditors; (vii)Â make a conveyance fraudulent as to creditors under any Applicable Law; or (viii)Â take any corporate or partnership action for the purpose of effecting any of the foregoing.Â Â Â Â (f)Â Â Â Â Involuntary Bankruptcy Proceeding. A case or other proceeding shall be commenced against the Borrower, any other Loan Party, any Material Subsidiary or any Subsidiary to which more than 10.0% of Consolidated Total Asset Value is attributable in the aggregate in any court of competent Â Â Â Â Â Â Â Â jurisdiction seeking (other than with respect to the receivership of an Excluded Subsidiary all Indebtedness of which is Nonrecourse Indebtedness): (i)Â relief under the Bankruptcy Code or other federal bankruptcy laws (as now or hereafter in effect) or under any other Applicable Laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; or (ii)Â the appointment of a trustee, receiver, custodian, liquidator or the like of such Person, or of all or any substantial part of the assets, domestic or foreign, of such Person, and in the case of either clause (i) or (ii) such case or proceeding shall continue undismissed or unstayed for a period of 90 consecutive calendar days, or an order granting the remedy or other relief requested in such case or proceeding (including, but not limited to, an order for relief under such Bankruptcy Code or such other federal bankruptcy laws) shall be entered.Â Â Â Â (g)Â Â Â Â Revocation of Loan Documents. Any Loan Party shall (or shall attempt to) disavow, revoke or terminate any Loan Document to which it is a party or shall otherwise challenge or contest in any action, suit or proceeding in any court or before any Governmental Authority the validity or enforceability of any Loan Document or any Loan Document shall cease to be in full force and effect (except as a result of the express terms thereof).Â Â Â Â (h)Â Â Â Â Judgment. A judgment or order for the payment of money or for an injunction or other non-monetary relief shall be entered against the Borrower, any other Loan Party, or any other Subsidiary by any court or other tribunal and (i)Â such judgment or order shall continue for a period of 60 days without being paid, stayed or dismissed through appropriate appellate proceedings and (ii)Â either (A)Â the amount of such judgment or order (excluding any amount for which insurance coverage has not been denied in writing by the applicable insurance carrier) exceeds, individually or together with all other such unsatisfied judgments or orders entered against the Borrower, any other Loan Party or any other Subsidiary (other than any judgment entered against a Subsidiary in relation to Nonrecourse Indebtedness where recourse with respect to such judgment remains limited to the assets securing such Nonrecourse Indebtedness), $75,000,000 or (B)Â in the case of an injunction or other non-monetary relief, such injunction or judgment or order could reasonably be expected to have a Material Adverse Effect.Â Â Â Â (i)Â Â Â Â Attachment. A warrant, writ of attachment, execution or similar process shall be issued against any property of the Borrower, any other Loan Party or any other Subsidiary (other than any warrant, writ of attachment, execution or similar process issued against the property of a Subsidiary in relation to Nonrecourse Indebtedness where such warrant, writ of attachment, execution or similar process attaches only to the assets securing such Nonrecourse Indebtedness), which exceeds, individually or together with all other such warrants, writs, executions and processes, $75,000,000 in amount and such warrant, writ, execution or process shall not be paid, discharged, vacated, stayed or bonded for a period of 60 days; provided, however, that if a bond has been issued in favor of the claimant or other Person obtaining such warrant, writ, execution or process, the issuer of such bond shall execute a waiver or subordination agreement in form and substance satisfactory to the Administrative Agent pursuant to which the issuer of such bond subordinates its right of reimbursement, contribution or subrogation to the Obligations and waives or subordinates any Lien it may have on the assets of the Borrower, any other Loan Party or any other Subsidiary.Â Â Â Â (j)Â Â Â Â ERISA. Â Â Â Â (i)Â Â Â Â Any ERISA Event shall have occurred that results or could reasonably be expected to result in liability to any member of the ERISA Group aggregating in excess of $75,000,000; orÂ Â Â Â Â Â Â Â Â Â Â (ii)Â Â Â Â The â€œbenefit obligationâ€ of all Plans exceeds the â€œfair market value of plan assetsâ€ for such Plans by more than $75,000,000, all as determined, and with such terms defined, in accordance with FASB ASC 715.Â Â Â Â (k)Â Â Â Â Change of Control/Change in Management. Â Â Â Â (i)Â Â Â Â Any â€œpersonâ€ or â€œgroupâ€ (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the â€œExchange Actâ€)), is or becomes the â€œbeneficial ownerâ€ (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that a Person will be deemed to have â€œbeneficial ownershipâ€ of all securities that such Person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 50.0% of the total voting power of the then outstanding voting stock of the Borrower; orÂ Â Â Â (ii)Â Â Â Â During any period of 12 consecutive months ending after the Agreement Date, individuals who at the beginning of any such 12-month period constituted the Board of Trustees of the Borrower (together with any new trustees whose election by such Board or whose nomination for election by the shareholders of the Borrower was approved by a vote of a majority of the trustees then still in office who were either trustees at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the Board of Trustees of the Borrower then in office.Notwithstanding the foregoing provisions of this SectionÂ 10.1., if a Default or Event of Default shall occur solely as a result of a Property being treated as an Eligible Property that is not in fact an Eligible Property, such Default or Event of Default shall be deemed to not have occurred so long as the Borrower delivers to the Administrative Agent not later than 15 days from (x)Â the date on which a Responsible Officer of the Borrower obtains knowledge of the occurrence of such Default or Event of Default and (y)Â the date on which the Borrower has received written notice of such Default or Event of Default from the Administrative Agent, each of the following: (1)Â written notice thereof and (2)Â a Compliance Certificate, prepared as of the last day of the most recent fiscal quarter, evidencing compliance with the covenants set forth in Section 9.1. excluding such Property as an Eligible Property, as applicable.SectionÂ 9 Remedies Upon Event of Default.Â Â Â Â Upon the occurrence of an Event of Default the following provisions shall apply:Â Â Â Â (a)Â Â Â Â Acceleration; Termination of Facilities.Â Â Â Â (i)Â Â Â Â Automatic. Upon the occurrence of an Event of Default specified in SectionsÂ 10.1.(e) or 10.1.(f), (1)(A) the principal of, and all accrued interest on, the Loans and the Notes at the time outstanding, (B)Â an amount equal to the Stated Amount of all Letters of Credit outstanding as of the date of the occurrence of such Event of Default for deposit into the Letter of Credit Collateral Account and (C)Â all of the other Obligations, including, but not limited to, the other amounts owed to the Lenders and the Administrative Agent under this Agreement, the Notes or any of the other Loan Documents shall become immediately and automatically due and payable without presentment, demand, protest, or other notice of any kind, all of which are expressly waived by the Borrower on behalf of itself and the other Loan Parties, and (2)Â the Commitments and the obligation of the Issuing Banks to issue Letters of Credit hereunder, shall all immediately and automatically terminate.Â Â Â Â Â Â Â Â Â Â Â Â Â Â (ii)Â Â Â Â Optional. If any other Event of Default shall exist, the Administrative Agent may, and at the direction of the Requisite Lenders shall: (1)Â declare (A)Â the principal of, and accrued interest on, the Loans and the Notes at the time outstanding, (B)Â an amount equal to the Stated Amount of all Letters of Credit outstanding as of the date of the occurrence of such Event of Default for deposit into the Letter of Credit Collateral Account and (C)Â all of the other Obligations, including, but not limited to, the other amounts owed to the Lenders and the Administrative Agent under this Agreement, the Notes or any of the other Loan Documents to be forthwith due and payable, whereupon the same shall immediately become due and payable without presentment, demand, protest or other notice of any kind, all of which are expressly waived by the Borrower on behalf of itself and the other Loan Parties, and (2)Â terminate the Commitments and the obligation of the Issuing Banks to issue Letters of Credit hereunder. Â Â Â Â (b)Â Â Â Â Loan Documents. The Requisite Lenders may direct the Administrative Agent to, and the Administrative Agent if so directed shall, exercise any and all of its rights under any and all of the other Loan Documents.Â Â Â Â (c)Â Â Â Â Applicable Law. The Requisite Lenders may direct the Administrative Agent to, and the Administrative Agent if so directed shall, exercise all other rights and remedies it may have under any Applicable Law.Â Â Â Â (d)Â Â Â Â Appointment of Receiver. To the extent permitted by Applicable Law, the Administrative Agent and the Lenders shall be entitled to the appointment of a receiver for the assets and properties of the Borrower and its Subsidiaries, without notice of any kind whatsoever and without regard to the adequacy of any security for the Obligations or the solvency of any party bound for its payment, to take possession of all or any portion of the Eligible Property and/or the business operations of the Borrower and its Subsidiaries and to exercise such power as the court shall confer upon such receiver.Â Â Â Â (e)Â Â Â Â Remedies in Respect of Specified Derivatives Contracts. Notwithstanding any other provision of this Agreement or other Loan Document, each Specified Derivatives Provider shall have the right, with prompt notice to the Administrative Agent, but without the approval or consent of or other action by the Administrative Agent, the Issuing Banks or the Lenders, to take any action or avail itself of any remedies available to such Specified Derivatives Provider under any Specified Derivatives Contract.SectionÂ Remedies Upon Default.Â Â Â Â Upon the occurrence of a Default specified in SectionÂ 10.1.(f), the Commitments and the obligation of the Issuing Banks to issue Letters of Credit shall immediately and automatically terminate. SectionÂ 11 Marshaling; Payments Set Aside.Â Â Â Â No Lender Party shall be under any obligation to marshal any assets in favor of any Loan Party or any other party or against or in payment of any or all of the Guaranteed Obligations. To the extent that any Loan Party makes a payment or payments to a Lender Party, or a Lender Party enforces its security interest or exercises its right of setoff, and such payment or payments or the proceeds of such enforcement or setoff or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable

cause, then to the extent of such recovery, the Guaranteed Obligations, or part thereof originally intended to be satisfied, and all Liens, rights and remedies therefor, Â Â Â Â Â Â Â Â shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.SectionÂ  Allocation of Proceeds.Â Â Â Â If an Event of Default exists, all payments received by the Administrative Agent (or any Lender as a result of its exercise of remedies permitted under SectionÂ 12.3.) under any of the Loan Documents in respect of any Guaranteed Obligations shall be applied in the following order and priority:(a)Â Â Â Â to payment of that portion of the Guaranteed Obligations constituting fees, indemnities, expenses and other amounts, including attorney fees, payable to the Administrative Agent in its capacity as such, the Issuing Banks in their capacity as such, ratably among the Administrative Agent and the Issuing Banks in proportion to the respective amounts described in this clauseÂ (a) payable to them;(b)Â Â Â Â to payment of that portion of the Guaranteed Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lenders under the Loan Documents, including attorney fees, ratably among the Lenders in proportion to the respective amounts described in this clauseÂ (b) payable to them;(c)Â Â Â Â [reserved];(d)Â Â Â Â to payment of that portion of the Guaranteed Obligations constituting accrued and unpaid interest on the Loans and Reimbursement Obligations, ratably among the Lenders and the Issuing Banks in proportion to the respective amounts described in this clauseÂ (d) payable to them;(e)Â Â Â Â [reserved];(f)Â Â Â Â to payment of that portion of the Guaranteed Obligations constituting unpaid principal of the Loans, Reimbursement Obligations, other Letter of Credit Liabilities and payment obligations then owing under Specified Derivatives Contracts, ratably among the Lenders, the Issuing Banks and the Specified Derivatives Providers in proportion to the respective amounts described in this clauseÂ (f) payable to them; provided, however, to the extent that any amounts available for distribution pursuant to this clause are attributable to the issued but undrawn amount of an outstanding Letter of Credit, such amounts shall be paid to the Administrative Agent for deposit into the Letter of Credit Collateral Account; and(g)Â Â Â Â the balance, if any, after all of the Guaranteed Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by Applicable Law.Notwithstanding the foregoing, Guaranteed Obligations arising under Specified Derivatives Contracts shall be excluded from the application described above if the Administrative Agent has not received written notice thereof, together with such supporting documentation as the Administrative Agent may request, from the Specified Derivatives Provider. Each Specified Derivatives Provider not a party to this Agreement that has given the notice contemplated by the preceding sentence shall, by such notice, be deemed to have acknowledged and accepted the appointment of the Administrative Agent pursuant to the terms of ArticleÂ XI. for itself and its Affiliates as if a â€œLenderâ€ party hereto.Â Â Â Â Â Â Â Â SectionÂ 9 Letter of Credit Collateral Account.Â Â Â Â (a)Â Â Â Â As collateral security for the prompt payment in full when due of all Letter of Credit Liabilities and the other Obligations, the Borrower hereby pledges and grants to the Administrative Agent, for the ratable benefit of the Administrative Agent, the Issuing Banks and the Revolving Lenders as provided herein, a security interest in all of its right, title and interest in and to the Letter of Credit Collateral Account and the balances from time to time in the Letter of Credit Collateral Account (including the investments and reinvestments therein provided for below). The balances from time to time in the Letter of Credit Collateral Account shall not constitute payment of any Letter of Credit Liabilities until applied by the Issuing Banks as provided herein. Anything in this Agreement to the contrary notwithstanding, funds held in the Letter of Credit Collateral Account shall be subject to withdrawal only as provided in this Section. Â Â Â Â (b)Â Â Â Â Amounts on deposit in the Letter of Credit Collateral Account shall be invested and reinvested by the Administrative Agent in such Cash Equivalents as the Administrative Agent shall determine in its sole discretion. All such investments and reinvestments shall be held in the name of and be under the sole dominion and control of the Administrative Agent for the ratable benefit of the Administrative Agent, the Issuing Banks and the Revolving Lenders; provided that all earnings on such investments will be credited to and retained in the Letter of Credit Collateral Account. The Administrative Agent shall exercise reasonable care in the custody and preservation of any funds held in the Letter of Credit Collateral Account and shall be deemed to have exercised such care if such funds are accorded treatment substantially equivalent to that which the Administrative Agent accords other funds deposited with the Administrative Agent, it being understood that the Administrative Agent shall not have any responsibility for taking any necessary steps to preserve rights against any parties with respect to any funds held in the Letter of Credit Collateral Account.Â Â Â Â (c)Â Â Â Â If a drawing pursuant to any Letter of Credit occurs on or prior to the expiration date of such Letter of Credit, the Borrower and the Revolving Lenders authorize the Administrative Agent to use the monies deposited in the Letter of Credit Collateral Account to reimburse such Issuing Bank for the payment made by such Issuing Bank to the beneficiary with respect to such drawing. Â Â Â Â (d)Â Â Â Â If an Event of Default exists, the Administrative Agent may (and, if instructed by the Requisite Class Lenders of the Revolving Lenders, shall) in its (or their) discretion at any time and from time to time elect to liquidate any such investments and reinvestments and apply the proceeds thereof to the Obligations in accordance with SectionÂ 10.5. Notwithstanding the foregoing, the Administrative Agent shall not be required to liquidate and release any such amounts if such liquidation or release would result in the amount available in the Letter of Credit Collateral Account to be less than the Stated Amount of all Extended Letters of Credit that remain outstanding.Â Â Â Â (e)Â Â Â Â So long as no Default or Event of Default exists, and to the extent amounts on deposit in or credited to the Letter of Credit Collateral Account exceed the aggregate amount of the Letter of Credit Liabilities then due and owing, the Administrative Agent shall, from time to time, at the request of the Borrower, deliver to the Borrower within 10 Business Days after the Administrative Agentâ€™s receipt of such request from the Borrower, against receipt but without any recourse, warranty or representation whatsoever, such amount of the credit balances in the Letter of Credit Collateral Account as exceeds the aggregate amount of Letter of Credit Liabilities at such time. Upon the expiration, termination or cancellation of an Extended Letter of Credit for which the Revolving Lenders reimbursed (or funded participations in) a drawing deemed to have occurred under the fourth sentence of SectionÂ 2.3.(b) for deposit into the Letter of Credit Collateral Account but in respect of which the Revolving Lenders have Â Â Â Â Â Â Â Â not otherwise received payment for the amount so reimbursed or funded, the Administrative Agent shall promptly remit to such Lenders the amount so reimbursed or funded for such Extended Letter of Credit that remains in the Letter of Credit Collateral Account, pro rata in accordance with the respective unpaid reimbursements or funded participations of such Lenders in respect of such Extended Letter of Credit, against receipt but without any recourse, warranty or representation whatsoever. When all of the Obligations shall have been indefeasibly paid in full and no Letters of Credit remain outstanding, the Administrative Agent shall promptly deliver to the Borrower, against receipt but without any recourse, warranty or representation whatsoever, the balances remaining in the Letter of Credit Collateral Account.Â Â Â Â (f)Â Â Â Â The Borrower shall pay to the Administrative Agent from time to time such fees as the Administrative Agent normally charges for similar services in connection with the Administrative Agentâ€™s administration of the Letter of Credit Collateral Account and investments and reinvestments of funds therein.SectionÂ 9 Rescission of Acceleration by Requisite Lenders.If at any time after acceleration of the maturity of the Loans and the other Obligations, the Borrower shall pay all arrears of interest and all payments on account of principal of the Obligations which shall have become due otherwise than by acceleration (with interest on principal and, to the extent permitted by Applicable Law, on overdue interest, at the rates specified in this Agreement) and all Events of Default and Defaults (other than nonpayment of principal of and accrued interest on the Obligations due and payable solely by virtue of acceleration) shall become remedied or waived to the satisfaction of the Requisite Lenders, then by written notice to the Borrower, the Requisite Lenders may elect, in the sole discretion of such Requisite Lenders, to rescind and annul the acceleration and its consequences. The provisions of the preceding sentence are intended merely to bind all of the Lenders to a decision which may be made at the election of the Requisite Lenders, and are not intended to benefit the Borrower and do not give the Borrower the right to require the Lenders to rescind or annul any acceleration hereunder, even if the conditions set forth herein are satisfied.SectionÂ 9 Performance by Administrative Agent.Â Â Â Â If the Borrower or any other Loan Party shall fail to perform any covenant, duty or agreement contained in any of the Loan Documents, the Administrative Agent may, after notice to the Borrower, perform or attempt to perform such covenant, duty or agreement on behalf of the Borrower or such other Loan Party after the expiration of any cure or grace periods set forth herein. In such event, the Borrower shall, at the request of the Administrative Agent, promptly pay any amount reasonably expended by the Administrative Agent in such performance or attempted performance to the Administrative Agent, together with interest thereon at the applicable Post-Default Rate from the date of such expenditure until paid. Notwithstanding the foregoing, neither the Administrative Agent nor any Lender shall have any liability or responsibility whatsoever for the performance of any obligation of the Borrower under this Agreement or any other Loan Document.SectionÂ 9 Rights Cumulative.Â Â Â Â (a)Â Â Â Â Generally. The rights and remedies of the Administrative Agent, the Issuing Banks and the Lenders under this Agreement and each of the other Loan Documents and of the Specified Derivatives Providers under the Specified Derivatives Contracts shall be cumulative and not exclusive of any rights or remedies which any of them may otherwise have under Applicable Law. In exercising their respective rights and remedies the Administrative Agent, the Issuing Banks, the Lenders and the Specified Â Â Â Â Â Â Â Â Derivatives Providers may be selective and no failure or delay by any such Lender Party in exercising any right shall operate as a waiver of it, nor shall any single or partial exercise of any power or right preclude its other or further exercise or the exercise of any other power or right.Â Â Â Â (b)Â Â Â Â Enforcement by Administrative Agent. Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with ArticleÂ X. for the benefit of all the Lenders and the Issuing Banks; provided that the foregoing shall not prohibit (i)Â the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (ii)Â any Issuing Bank from exercising the rights and remedies that inure to their benefit (solely in their capacity as an Issuing Bank) hereunder or under the other Loan Documents, (iii)Â any Specified Derivatives Provider from exercising the rights and remedies that inure to its benefit under any Specified Derivatives Contract, (iv)Â any Lender from exercising setoff rights in accordance with SectionÂ 12.3. (subject to the terms of SectionÂ 3.3.), or (v)Â any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any Debtor Relief Law; and provided, further, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (x) the Requisite Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to ArticleÂ X. and (y) in addition to the matters set forth in clauses (ii), (iv) and (v) of the preceding proviso and subject to SectionÂ 3.3., any Lender may, with the consent of the Requisite Lenders, enforce any rights and remedies available to it and as authorized by the Requisite Lenders.Article 10 The Administrative AgentSectionÂ 10 Appointment and Authorization.Â Â Â Â Each Lender hereby irrevocably appoints and authorizes the Administrative Agent to take such action as contractual representative on such Lenderâ€™s behalf and to exercise such powers under this Agreement and the other Loan Documents as are specifically delegated to the Administrative Agent by the terms hereof and thereof, together with such powers as are reasonably incidental thereto. Not in limitation of the foregoing, each Lender authorizes and directs the Administrative Agent to enter into the Loan Documents for the benefit of the Lenders. Each Lender hereby agrees that, except as otherwise set forth herein, any action taken by the Requisite Lenders in accordance with the provisions of this Agreement or the Loan Documents, and the exercise by the Requisite Lenders of the powers set forth herein or therein, together with such other powers as are reasonably incidental thereto, shall be authorized and binding upon all of the Lenders. Nothing herein shall be construed to deem the Administrative Agent a trustee or fiduciary for any Lender or to impose on the Administrative Agent duties or obligations other than those expressly provided for herein. Without limiting the generality of the foregoing, the use of the terms â€œAgentâ€, â€œAdministrative Agentâ€, â€œagentâ€ and similar terms in the Loan Documents 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. Instead, use of such terms is merely a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties. The Administrative Agent shall deliver or otherwise make available to each Lender, promptly upon receipt thereof by the Administrative Agent, copies of each of the financial statements, certificates, notices and other documents delivered to the Administrative Agent pursuant to ArticleÂ VIII. that the Borrower is not otherwise required to deliver directly to the Lenders. The Â Â Â Â Â Â Â Â Administrative Agent will furnish to any Lender, upon the request of such Lender, a copy (or, where appropriate, an original) of any document, instrument, agreement, certificate or notice furnished to the Administrative Agent by the Borrower, any other Loan Party or any other Affiliate of the Borrower, pursuant to this Agreement or any other Loan Document not already delivered or otherwise made available to such Lender pursuant to the terms of this Agreement or any such other Loan Document. As to any matters not expressly provided for by the Loan Documents (including, without limitation, enforcement or collection of any of the Obligations), the Administrative Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Requisite Lenders (or all of the Lenders if explicitly required under any other provision of this Agreement), and such instructions shall be binding upon all Lenders and all holders of any of the Obligations; provided, however, that, notwithstanding anything in this Agreement to the contrary, the Administrative Agent shall not be required to take any action which exposes the Administrative Agent to personal liability or which is contrary to this Agreement or any other Loan Document or Applicable Law. Not in limitation of the foregoing, the Administrative Agent may exercise any right or remedy it or the Lenders may have under any Loan Document upon the occurrence of a Default or an Event of Default unless the Requisite Lenders have directed the Administrative Agent otherwise. Without limiting the foregoing, no Lender shall have any right of action whatsoever against the Administrative Agent as a result of the Administrative Agent acting or refraining from acting under this Agreement or any of the other Loan Documents in accordance with the instructions of the Requisite Lenders, or where applicable, all the Lenders.SectionÂ 10 Administrative Agent as Lender.Â Â Â Â The Lender acting as Administrative Agent shall have the same rights and powers as a Lender or a Specified Derivatives Provider, as the case may be, under this Agreement, any other Loan Document or any Specified Derivatives Contract, as the case may be, as any other Lender or any Specified Derivatives Provider and may exercise the same as though it were not the Administrative Agent; and the term â€œLenderâ€ or â€œLendersâ€ shall, unless otherwise expressly indicated, include the Lender acting as Administrative Agent in each case in its individual capacity. Such Lender and its Affiliates may each accept deposits from, maintain deposits or credit balances for, invest in, lend money to, act as trustee under indentures of, serve as financial advisor to, and generally engage in any kind of business with the Borrower, any other Loan Party or any other Affiliate thereof as if it were any other bank and without any duty to account therefor to the Issuing Banks, the other Lenders or any Specified Derivatives Providers. Further, the Administrative Agent and any Affiliate may accept fees and other consideration from the Borrower for services in connection with this Agreement or any Specified Derivatives Contract, or otherwise without having to account for the same to the Issuing Banks, the other Lenders, any Specified Derivatives Providers. The Issuing Banks and the Lenders acknowledge that, pursuant to such activities, the Lender acting as Administrative Agent or its Affiliates may receive information regarding the Borrower, other Loan Parties, other Subsidiaries and other Affiliates (including information that may be subject to confidentiality obligations in favor of such Person) and acknowledge that the Administrative Agent shall be under no obligation to provide such information to them.SectionÂ  Approvals of Lenders.Â Â Â Â All communications from the Administrative Agent to any Lender requesting such Lenderâ€™s determination, consent or approval (a)Â shall be given in the form of a written notice to such Lender, (b)Â shall be accompanied by a description of the matter or issue as to which such determination, consent or approval is requested, or shall advise such Lender where information, if any, regarding such matter or issue may be inspected, or shall otherwise describe the matter or issue to be resolved and (c)Â shall include, Â Â Â Â Â Â Â Â if reasonably requested by such Lender and to the extent not previously provided to such Lender, written materials provided to the Administrative Agent by the Borrower in respect of the matter or issue to be resolved. Unless a Lender shall give written notice to the Administrative Agent that it specifically objects to the requested determination, consent or approval within 10Â Business Days (or such lesser or greater period as may be specifically required under the express terms of the Loan Documents) of receipt of such communication, such Lender shall be deemed to have conclusively approved or consented to such requested determination, consent or approval. The provisions of this Section shall not apply to any amendment, waiver or consent regarding any of the matters described in SectionÂ 12.6.(b). SectionÂ  Notice of Events of Default.Â Â Â Â The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of a Default or Event of Default unless the Administrative Agent has received notice from a Lender or the Borrower referring to this Agreement, describing with reasonable specificity such Default or Event of Default and stating that such notice is a â€œnotice of default.â€ If any Lender (excluding the Lender which is also serving as the Administrative Agent) becomes aware of any Default or Event of Default, it shall promptly send to the Administrative Agent such a â€œnotice of defaultâ€; provided that a Lenderâ€™s failure to provide such a â€œnotice of defaultâ€ to the Administrative Agent shall not result in any liability of such Lender to any other party to any of the Loan Documents. Further, if the Administrative Agent receives such a â€œnotice of default,â€ the Administrative Agent shall give prompt notice thereof to the Lenders.SectionÂ 10 Administrative Agentâ€™s Reliance.Â Â Â Â Notwithstanding any other provisions of this Agreement or any other Loan Documents, neither the Administrative Agent nor any of its Related Parties shall be liable for any action taken or not taken by it under or in connection with this Agreement or any other Loan Document, except for its or their own bad faith, gross negligence or willful misconduct in

connection with its duties expressly set forth herein or therein as determined by a court of competent jurisdiction in a final non-appealable judgment. Without limiting the generality of the foregoing, the Administrative Agent may consult with legal counsel (including its own counsel or counsel for the Borrower or any other Loan Party), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts. Neither the Administrative Agent nor any of its Related Parties: (a)Â makes any warranty or representation to any Lender, any Issuing Bank or any other Person, or shall be responsible to any Lender, any Issuing Bank or any other Person for any statement, warranty or representation made or deemed made by the Borrower, any other Loan Party or any other Person in or in connection with this Agreement or any other Loan Document; (b) shall have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement or any other Loan Document or the satisfaction of any conditions precedent under this Agreement or any Loan Document on the part of the Borrower or other Persons, or to inspect the property, books or records of the Borrower or any other Person; (c)Â shall be responsible to any Lender or any Issuing Bank for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Loan Document, any other instrument or document furnished pursuant thereto or any collateral covered thereby or the perfection or priority of any Lien in favor of the Administrative Agent on behalf of the Lenders Parties in any such collateral; (d) shall have any liability in respect of any recitals, statements, certifications, representations or warranties contained in any of the Loan Documents or any other document, instrument, agreement, certificate or statement delivered in connection therewith; and (e) shall incur any liability under or in respect of this Agreement or any other Loan Document by acting upon any notice, consent, certificate or other instrument or writing (which may be by telephone, telecopy or electronic mail) believed by it to be Â Â Â Â Â Â Â Â genuine and signed, sent or given by the proper party or parties. The Administrative Agent may execute any of its duties under the Loan Documents by or through agents, employees or attorneys-in-fact and shall not be responsible for the negligence or misconduct of any agent or attorney-in-fact that it selects in the absence of bad faith, gross negligence or willful misconduct in the selection of such agent or attorney-in-fact as determined by a court of competent jurisdiction in a final non-appealable judgment.SectionÂ 10 Indemnification of Administrative Agent.Â Â Â Â Each Lender agrees to indemnify the Administrative Agent (to the extent not reimbursed by the Borrower and without limiting the obligation of the Borrower to do so) pro rata in accordance with such Lenderâ€™s respective Pro Rata Share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, reasonable out-of-pocket costs and expenses of any kind or nature whatsoever which may at any time be imposed on, incurred by, or asserted against the Administrative Agent (in its capacity as Administrative Agent but not as a Lender) in any way relating to or arising out of the Loan Documents, any transaction contemplated hereby or thereby or any action taken or omitted by the Administrative Agent under the Loan Documents (collectively, â€œIndemnifiable Amountsâ€); provided, however, that no Lender shall be liable for any portion of such Indemnifiable Amounts to the extent resulting from the Administrative Agentâ€™s gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final, non-appealable judgment; provided, further, that no action taken in accordance with the directions of the Requisite Lenders (or all of the Lenders, if expressly required hereunder) shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section. Without limiting the generality of the foregoing, each Lender agrees to reimburse the Administrative Agent (to the extent not reimbursed by the Borrower and without limiting the obligation of the Borrower to do so) promptly upon demand for its Pro Rata Share (determined as of the time that the applicable reimbursement is sought) of any out-of-pocket expenses (including the reasonable fees and expenses of the counsel to the Administrative Agent) incurred by the Administrative Agent in connection with the preparation, negotiation, execution, administration, or enforcement (whether through negotiations, legal proceedings, or otherwise) of, or legal advice with respect to the rights or responsibilities of the parties under, the Loan Documents, any suit or action brought by the Administrative Agent to enforce the terms of the Loan Documents and/or collect any Obligations, any â€œlender liabilityâ€ suit or claim brought against the Administrative Agent and/or the Lenders, and any claim or suit brought against the Administrative Agent and/or the Lenders arising under any Environmental Laws. Such out-of-pocket expenses (including counsel fees) shall be advanced by the Lenders on the request of the Administrative Agent notwithstanding any claim or assertion that the Administrative Agent is not entitled to indemnification hereunder upon receipt of an undertaking by the Administrative Agent that the Administrative Agent will reimburse the Lenders if it is actually and finally determined by a court of competent jurisdiction that the Administrative Agent is not so entitled to indemnification. The agreements in this Section shall survive the payment of the Loans and all other Obligations and the termination of this Agreement. If the Borrower shall reimburse the Administrative Agent for any Indemnifiable Amount following payment by any Lender to the Administrative Agent in respect of such Indemnifiable Amount pursuant to this Section, the Administrative Agent shall promptly share such reimbursement on a ratable basis with each Lender making any such payment.SectionÂ 10 Lender Credit Decision, Etc.Â Â Â Â Each of the Lenders and the Issuing Banks expressly acknowledges and agrees that neither the Administrative Agent, the Sustainability Structuring Agent nor any of their Related Parties has made any representations or warranties as to the financial condition, operations, creditworthiness, solvency or other Â Â Â Â Â Â Â Â information concerning the business or affairs of the Borrower, any other Loan Party, any Subsidiary or any other Person to such Issuing Bank or such Lender and that no act by the Administrative Agent, the Sustainability Structuring Agent or their Related Parties hereafter taken, including any review of the affairs of the Borrower, any other Loan Party or any other Subsidiary or Affiliate, shall be deemed to constitute any such representation or warranty by the Administrative Agent, the Sustainability Structuring Agent or their Related Parties to any Issuing Bank or any Lender. Each of the Lenders and the Issuing Banks acknowledges that it has made its own credit and legal analysis and decision to enter into this Agreement and the transactions contemplated hereby, independently and without reliance upon the Administrative Agent, the Sustainability Structuring Agent, any other Lender or counsel to the Administrative Agent, the Sustainability Structuring Agent or any of their respective Related Parties, and based on the financial statements of the Borrower, the other Loan Parties, the other Subsidiaries and any other Affiliates thereof, and inquiries of such Persons, its independent due diligence of the business and affairs of the Borrower, the other Loan Parties, the other Subsidiaries and other Persons, its review of the Loan Documents, the legal opinions required to be delivered to it hereunder, the advice of its own counsel and such other documents and information as it has deemed appropriate. Each of the Lenders and the Issuing Banks also acknowledges that it will, independently and without reliance upon the Administrative Agent, the Sustainability Structuring Agent, any other Lender or counsel to the Administrative Agent, the Sustainability Structuring Agent or any of their respective Related Parties, and based on such review, advice, documents and information as it shall deem appropriate at the time, continue to make its own decisions in taking or not taking action under the Loan Documents. Neither the Administrative Agent nor the Sustainability Structuring Agent shall be required to keep itself informed as to the performance or observance by the Borrower or any other Loan Party of the Loan Documents or any other document referred to or provided for therein or to inspect the properties or books of, or make any other investigation of, the Borrower, any other Loan Party or any other Subsidiary. Except for notices, reports and other documents and information expressly required to be furnished to the Lenders and the Issuing Banks by the Administrative Agent or the Sustainability Structuring Agent under this Agreement or any of the other Loan Documents, neither the Administrative Agent nor the Sustainability Structuring Agent shall have a duty or responsibility to provide any Lender or any Issuing Bank with any credit or other information concerning the business, operations, property, financial and other condition or creditworthiness of the Borrower, any other Loan Party or any other Affiliate thereof which may come into possession of the Administrative Agent, the Sustainability Structuring Agent or any of their respective Related Parties. Each of the Lenders and the Issuing Banks acknowledges that the Administrative Agentâ€™s legal counsel in connection with the transactions contemplated by this Agreement is only acting as counsel to the Administrative Agent and is not acting as counsel to any Lender or any Issuing Bank.SectionÂ 10 Successor Administrative Agent; Resignation of Sustainability Structuring Agent.Â Â Â Â (a)Â Â Â Â Successor Administrative Agent. The Administrative Agent (a)Â may resign at any time as Administrative Agent under the Loan Documents by giving written notice thereof to the Lenders and the Borrower or (b)Â may be removed as Administrative Agent by the Requisite Lenders (excluding the Lender then acting as Administrative Agent) if the Administrative Agent (i)Â is found by a court of competent jurisdiction in a final, non-appealable judgment to have committed gross negligence, bad faith or willful misconduct in the course of performing its duties hereunder or (ii) has become a Defaulting Lender under clauseÂ (d) of the definition of such term. Upon any such resignation or removal, the Requisite Lenders shall have the right to appoint a successor Administrative Agent which appointment shall, provided no Event of Default exists, be subject to the Borrowerâ€™s approval, which approval shall not be unreasonably withheld or delayed. If no successor Administrative Agent shall have been so appointed in accordance with the immediately preceding sentence, and shall have accepted such Â Â Â Â Â Â Â Â appointment, within 30 days after the current Administrative Agentâ€™s giving of notice of resignation or upon the removal of the current Administrative Agent, then, in the case of resignation by the Administrative Agent, the current Administrative Agent may, or in the case of removal of the Administrative Agent, the Requisite Lenders may, on behalf of the Lenders and the Issuing Banks, appoint a successor Administrative Agent, which shall be a Lender, if any Lender shall be willing to serve, and otherwise shall be an Eligible Assignee; provided that if no Lender has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1)Â the Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (2) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made to each Lender and Issuing Bank directly, until such time as a successor Administrative Agent has been appointed as provided for above in this Section; provided, further that such Lenders and such Issuing Banks so acting directly shall be and be deemed to be protected by all indemnities and other provisions herein for the benefit and protection of the Administrative Agent as if each such Lender or Issuing Bank were itself the Administrative Agent. 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 current Administrative Agent, and the current Administrative Agent shall be discharged from its duties and obligations under the Loan Documents. Any resignation by, or removal of, an Administrative Agent shall also constitute the resignation or removal as an Issuing Bank by the Lender then acting as Administrative Agent (the â€œResigning Lenderâ€), except that such Lender, in its capacity as an Issuing Bank, shall continue to have obligations hereunder with respect to Letters of Credit until the appointment of a successor Administrative Agent has become effective. Upon the acceptance of a successorâ€™s appointment as Administrative Agent hereunder (i)Â the Resigning Lender shall be discharged from all duties and obligations of an Issuing Bank hereunder and under the other Loan Documents and (ii)Â if reasonably practicable and acceptable to beneficiaries under then outstanding Letters of Credit, any successor Issuing Bank shall issue letters of credit in substitution for all Letters of Credit issued by the Resigning Lender as an Issuing Bank outstanding at the time of such succession (which letters of credit issued in substitutions shall be deemed to be Letters of Credit issued hereunder) or make other arrangements satisfactory to the Resigning Lender to effectively assume the obligations of the Resigning Lender with respect to such Letters of Credit. After any Administrative Agentâ€™s resignation or removal hereunder as Administrative Agent, the provisions of this ArticleÂ XI. shall continue to inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under the Loan Documents. Notwithstanding anything contained herein to the contrary, the Administrative Agent may assign its rights and duties under the Loan Documents to any of its Affiliates by giving the Borrower and each Lender prior written notice. Â Â Â Â (b)Â Â Â Â Resignation of Sustainability Structuring Agent. The Sustainability Structuring Agent may resign, and its engagement as such may be terminated, at any time upon written notice to the Borrower and the Lenders. The Sustainability Structuring Agentâ€™s engagement hereunder may also be terminated by the Borrower at any time upon not less than 30 dayâ€™s prior written notice by the Borrower to the Sustainability Structuring Agent.Section 10 Titled Agents.Â Â Â Â Each Titled Agent in each such respective capacity, assumes no responsibility or obligation hereunder, including, without limitation, for servicing, enforcement or collection of any of the Loans, nor any duties as an agent hereunder for the Lenders. The titles given to the Titled Agents are solely honorific and imply no advisory, agency or fiduciary responsibility on the part of the Titled Agents to the Administrative Agent, any Lender, any Issuing Bank, the Borrower or any other Loan Party and the use of Â Â Â Â Â Â Â Â such titles does not impose on the Titled Agents any liabilities, duties or obligations greater than those of any other Lender or entitle the Titled Agents to any rights other than those to which any other Lender is entitled.Section 9 Specified Derivatives Contracts.Â Â Â Â No Specified Derivatives Provider that obtains the benefits of SectionÂ 10.5. by virtue of the provisions hereof or of any Loan Document shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of any Loan Document other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Loan Documents. Notwithstanding any other provision of this Article to the contrary, the Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Specified Derivatives Contracts unless the Administrative Agent has received written notice of such Specified Derivatives Contracts, together with such supporting documentation as the Administrative Agent may request, from the applicable Specified Derivatives Provider.Section 9 Erroneous Payments.Â Â Â Â (a)Â Â Â Â Each Lender, each Issuing Bank and any other party hereto hereby severally agrees that if (i) the Administrative Agent notifiesÂ (which such notice shall be conclusive absent manifest error) such Lender or Issuing Bank or any other Person that has received funds from the Administrative Agent or any of its Affiliates, either for its own account or on behalf of a Lender or Issuing Bank (each such recipient, a â€œPayment Recipientâ€) that the Administrative Agent has determined in its sole discretion that any funds received by such Payment Recipient were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Payment Recipient) or (ii) any Payment RecipientÂ receives any payment from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, as applicable, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, as applicable, or (z) that such Payment Recipient otherwise becomes aware was transmitted or received in error or by mistake (in whole or in part) then, in each case, an error in payment shall be presumed to have been made (any such amounts specified in clauses (i) or (ii) of this Section 11.11(a), whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise; individually and collectively, an â€œErroneous Paymentâ€), then, in each case, such Payment Recipient is deemed to have knowledge of such error at the time of its receipt of such Erroneous Payment; provided that nothing in this Section 11.11 shall require the Administrative Agent to provide any of the notices specified in clauses (i) or (ii) above. Each Payment Recipient agrees that it shall not assert any right or claim to any Erroneous Payment, and hereby waives 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 Erroneous Payments, including without limitation waiver of any defense based on â€œdischarge for valueâ€ or any similar doctrine.Â Â Â Â (b)Â Â Â Â Without limiting the immediately preceding clause (a), each Payment Recipient agrees that, in the case of clause (a)(ii) above, it shall promptly notify the Administrative Agent in writing of such occurrence.Â Â Â Â Â Â Â Â Â Â Â Â (c)Â Â Â Â In the case of either clause (a)(i) or (a)(ii) above, such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and upon demand from the Administrative Agent such Payment Recipient shall (or, shall cause any Person who received any portion of an Erroneous Payment on its behalf to), promptly, but in all events no later than one Business Day thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made in same day funds and in the currency so received, together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent at the Federal Funds Rate.Â Â Â Â (d)Â Â Â Â In the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor by the Administrative Agent in accordance with immediately preceding clause (c), from any Lender that is a Payment Recipient or an Affiliate of a Payment Recipient (such unrecovered amount as to such Lender, an â€œErroneous Payment Return Deficiencyâ€), then at the sole discretion of the Administrative Agent and upon the Administrative Agentâ€™s written notice to such Lender (i) such Lender shall be deemed to have made a cashless assignment of the full face amount of the portion of its Loans (but not its Commitments) of the relevant Class with respect to which such Erroneous Payment was made (the â€œErroneous Payment Impacted Classâ€) to the Administrative Agent or, at the option of the Administrative Agent, the Administrative Agentâ€™s applicable lending affiliate in an amount that is equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the Loans (but not Commitments) of the Erroneous Payment Impacted Class, the â€œErroneous Payment Deficiency Assignmentâ€) plus any accrued and unpaid interest on such assigned amount, without further consent or approval of any party hereto and without any payment by the Administrative Agent or its applicable lending affiliate as the assignee of such Erroneous Payment Deficiency Assignment. Without limitation of its rights hereunder, the Administrative Agent may cancel any Erroneous Payment Deficiency Assignment at any time by written notice to

the applicable assigning Lender and upon such revocation all of the Loans assigned pursuant to such Erroneous Payment Deficiency Assignment shall be reassigned to such Lender without any requirement for payment or other consideration. The parties hereto acknowledge and agree that (1) any assignment contemplated in this clause (d) shall be made without any requirement for any payment or other consideration paid by the applicable assignee or received by the assignor, (2) the provisions of this clause (d) shall govern in the event of any conflict with the terms and conditions of Section 12.5 and (3) the Administrative Agent may reflect such assignments in the Register without further consent or action by any other Person.Â Â Â Â (e)Â Â Â Â Each party hereto hereby agrees that (x) in the event an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, the Administrative Agent (1) shall be subrogated to all the rights of such Payment Recipient with respect to such amount and (2) is authorized to set off, net and apply any and all amounts at any time owing to such Payment Recipient under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Payment Recipient from any source, against any amount due to the Administrative Agent under this Section 11.11 or under the indemnification provisions of this Agreement, (y) the receipt of an Erroneous Payment by a Payment Recipient shall not for the purpose of this Agreement be treated as a payment, prepayment, repayment, discharge or other satisfaction of any Obligations owed by the Borrower or any other Loan Party, except, in each case, 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 or any other Loan Party for the purpose of making for a payment on the Obligations and (z) to the extent that an Erroneous Â Â Â Â Â Â Â Â Payment was in any way or at any time credited as payment or satisfaction of any of the Obligations, the Obligations or any part thereof that were so credited, and all rights of the Payment Recipient, as the case may be, shall be reinstated and continue in full force and effect as if such payment or satisfaction had never been received.Â Â Â Â (f)Â Â Â Â Each partyâ€™s obligations under this Section 11.11 shall survive the resignation or replacement of the Administrative Agent or any transfer of right or obligations by, or the replacement of, a Lender, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.Â Â Â Â (g)Â Â Â Â Nothing in this Section 11.11 will constitute a waiver or release of any claim of any party hereunder arising from any Payment Recipientâ€™s receipt of an Erroneous Payment.Article 11 MiscellaneousSectionÂ 11 Notices.Â Â Â Â Unless otherwise provided herein (including without limitation as provided in SectionÂ 8.5.), communications provided for hereunder shall be in writing and shall be mailed, electronically mailed, telecopied, or delivered as follows:Â Â Â Â If to the Borrower:Elme Communities 7550 Wisconsin Avenue, Suite 900Bethesda, MD 20814Attention: Chief Financial OfficerTelecopier:Â Â Â Â (202) 379-3554Telephone:Â Â Â Â (202) 774-3198Email:Â Â Â Â Â Â Â Â sfreishtat@elmecommunities.comwith a copy to:Elme Communities 7550 Wisconsin Avenue, Suite 900Bethesda, MD 20814Attention: Chief Administrative Officer and TreasurerTelecopier: (202) 379-3554Telephone: (202) 774-3121Email: dhammond@elmecommunities.comÂ Â Â Â If to the Administrative Agent:Wells Fargo Bank, National Association10 South Wacker Drive, 32nd floorChicago, Illinois 60606Attention: Scott SolisTelecopier: Â Â Â Â (312) 782-0969Telephone:Â Â Â Â (312) 269-4818Â Â Â Â Â Â Â Â Email:Â Â Â Â Â Â Â Â scott.s.solis@wellsfargo.comwith a copy toWells Fargo Bank, National Association550 S Tryon Street, 22nd Floor Charlotte, North Carolina 28202-6000Mail code D1086-220Attn: Lindsey HucksTelephone:Â Â Â Â (704) 410-6810Email:Â Â Â Â Â Â Â Â lindsey.hucks@wellsfargo.comIf to the Administrative Agent under Article II.Wells Fargo Bank, National AssociationMinneapolis Loan CenterMAC N9303 110600 South 4th St., 10th FloorMinneapolis, Minnesota 55415Attn: David DeAngelisTelecopier:Â Â Â Â (866) 595-7861Telephone:Â Â Â Â (612) 667-4773Email: Â Â Â Â Â Â Â Â david.r.deangelis@wellsfargo.comÂ Â Â Â If to Wells Fargo, as an Issuing Bank:Wells Fargo Bank, National Association10 South Wacker Drive, 32nd floorChicago, Illinois 60606Attention: Scott SolisTelecopier: Â Â Â Â (312) 782-0969Telephone:Â Â Â Â (312) 269-4818Email:Â Â Â Â Â Â Â Â scott.s.solis@wellsfargo.comIf to Wells Fargo Securities, LLC, as the Sustainability Structuring Agent:Wells Fargo Bank, National Association30 Hudson Yards, 64th FloorNew York, New York 10001Attention: Paul Stanley Telephone: 646-531-6291Email: paul.stanley@wellsfargo.comÂ Â Â Â If to KeyBank, as an Issuing Bank:KeyBank National Association127 Public SquareMailcode: OH-01-27-0844Â Â Â Â Â Â Â Â Cleveland, OH 44114Attn: Sara Jo SmithEmail: sara_jo_smith@keybank.com with a copy to:KeyBank National Association4910 Tiedeman RoadBrooklyn, OH 44144Attn: Wanda GrodenEmail: Wanda_S_Groden@KeyBank.comIf to any other Lender:To such Lenderâ€™s address, telecopy number or electronic mail address as set forth in the applicable Administrative Questionnaireor, as to each party at such other address as shall be designated by such party in a written notice to the other parties delivered in compliance with this Section; provided that a Lender or an Issuing Bank shall only be required to give notice of any such other address to the Administrative Agent and the Borrower. All such notices and other communications shall be effective (i)Â if mailed, when received; (ii)Â if telecopied, when transmitted; (iii)Â if hand delivered or sent by overnight courier, when delivered; or (iv) if delivered in accordance with SectionÂ 8.5. to the extent applicable; provided, however, that, in the case of the immediately preceding clauses (i), (ii) and (iii), non-receipt of any communication as of the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. None of the Administrative Agent, any Issuing Bank or any Lender shall incur any liability to any Loan Party (nor shall the Administrative Agent incur any liability to any Issuing Bank or the Lenders) for acting upon any telephonic notice referred to in this Agreement which the Administrative Agent, such Issuing Bank or such Lender, as the case may be, believes in good faith to have been given by a Person authorized to deliver such notice or for otherwise acting in good faith hereunder. Failure of a Person designated to get a copy of a notice to receive such copy shall not affect the validity of notice properly given to another Person.SectionÂ 11 Expenses.Â Â Â Â The Borrower agrees (a)Â to pay or reimburse the Administrative Agent and the Sustainability Structuring Agent for all of its reasonable and documented out-of-pocket costs and reasonable and documented expenses incurred in connection with the preparation, negotiation and execution of, and any amendment, supplement or modification to, any of the Loan Documents (including due diligence expenses and reasonable travel expenses related to closing), and the consummation of the transactions contemplated hereby and thereby, including the reasonable and documented out-of-pocket fees and disbursements of counsel to the Administrative Agent and all reasonable and documented out-of-pocket costs and expenses of the Administrative Agent in connection with the use of IntraLinks, SyndTrak or other similar information transmission systems in connection with the Loan Documents, (b)Â to pay or reimburse the Administrative Agent, the Sustainability Structuring Agent, the Issuing Banks and the Lenders for all their reasonable and documented out-of-pocket costs and expenses incurred in connection with the enforcement or preservation of any rights under the Loan Documents, including the reasonable and documented fees and disbursements of their respective counsel and any payments in indemnification or otherwise payable by the Lenders to the Administrative Agent pursuant to the Loan Documents, (c)Â to Â Â Â Â Â Â Â Â pay, and indemnify and hold harmless the Administrative Agent, the Sustainability Structuring Agent, the Issuing Banks and the Lenders from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any failure to pay or delay in paying, documentary, stamp, excise and other similar taxes, if any, which may be payable or determined to be payable in connection with the execution and delivery of any of the Loan Documents, or consummation of any amendment, supplement or modification of, or any waiver or consent under or in respect of, any Loan Document and (d)Â to the extent not already covered by any of the preceding subsections, to pay or reimburse the reasonable and documented out-of-pocket fees and disbursements of counsel to the Administrative Agent, the Sustainability Structuring Agent, any Issuing Banks and any Lender incurred in connection with the representation of the Administrative Agent, the Sustainability Structuring Agent, such Issuing Bank or such Lender in any matter relating to or arising out of any bankruptcy or other proceeding of the type described in SectionsÂ 10.1.(e) or 10.1.(f), including, without limitation (i)Â any motion for relief from any stay or similar order, (ii)Â the negotiation, preparation, execution and delivery of any document relating to the Obligations and (iii)Â the negotiation and preparation of any debtor-in-possession financing or any plan of reorganization of the Borrower or any other Loan Party, whether proposed by the Borrower, such Loan Party, the Lenders or any other Person, and whether such fees and expenses are incurred prior to, during or after the commencement of such proceeding or the confirmation or conclusion of any such proceeding. If the Borrower shall fail to pay any amounts required to be paid by it pursuant to this Section, the Administrative Agent and/or the Lenders may pay such amounts on behalf of the Borrower and such amounts shall be deemed to be Obligations owing hereunder. Notwithstanding the foregoing, the obligation to reimburse the Lender Parties for fees and expenses in connection with the matters described in items (b) and (d) shall be limited to the reasonable and documented out-of-pocket fees, disbursements and other charges of one counsel to the Lender Parties and, if reasonably necessary, a single local counsel for the Lender Parties in each relevant jurisdiction and with respect to each relevant specialty, and in the case of an actual or perceived conflict of interest, one additional counsel in each relevant jurisdiction to the affected Lender Parties similarly situated. All amounts payable pursuant to this SectionÂ 12.2. shall be due and payable 15 days after receipt of a reasonably detailed invoice therefor.SectionÂ 11 Setoff.Â Â Â Â Subject to SectionÂ 3.3. and in addition to any rights now or hereafter granted under Applicable Law and not by way of limitation of any such rights, the Borrower hereby authorizes the Administrative Agent, each Issuing Bank, each Lender, each Affiliate of the Administrative Agent, any Issuing Bank or any Lender, and each Participant, at any time or from time to time while an Event of Default exists, without notice to the Borrower or to any other Person, any such notice being hereby expressly waived, but in the case of an Issuing Bank, a Lender, an Affiliate of an Issuing Bank or a Lender, or a Participant, subject to receipt of the prior written consent of the Requisite Lenders exercised in their sole discretion, to set off and to appropriate and to apply any and all deposits (general or special, including, but not limited to, indebtedness evidenced by certificates of deposit, whether matured or unmatured) and any other indebtedness at any time held or owing by the Administrative Agent, such Issuing Bank, such Lender, any Affiliate of the Administrative Agent, such Issuing Bank or such Lender, or such Participant, to or for the credit or the account of the Borrower against and on account of any of the Obligations, irrespective of whether or not any or all of the Loans and all other Obligations have been declared to be, or have otherwise become, due and payable as permitted by SectionÂ 10.2., and although such Obligations shall be contingent or unmatured. Notwithstanding anything to the contrary in this Section, if any Defaulting Lender shall exercise any such right of setoff, (x)Â all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of SectionÂ 3.9. and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the Issuing Banks and the Lenders and (y)Â such Â Â Â Â Â Â Â Â Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff.SectionÂ 11 Litigation; Jurisdiction; Other Matters; Waivers. Â Â Â Â (a)Â Â Â Â EACH PARTY HERETO ACKNOWLEDGES THAT ANY DISPUTE OR CONTROVERSY BETWEEN OR AMONG THE BORROWER, THE ADMINISTRATIVE AGENT, ANY ISSUING BANK OR ANY OF THE LENDERS WOULD BE BASED ON DIFFICULT AND COMPLEX ISSUES OF LAW AND FACT AND WOULD RESULT IN DELAY AND EXPENSE TO THE PARTIES. ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE LENDERS, THE ADMINISTRATIVE AGENT, THE ISSUING BANKS AND THE BORROWER HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT OR TRIBUNAL IN WHICH AN ACTION MAY BE COMMENCED BY OR AGAINST ANY PARTY HERETO ARISING OUT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR BY REASON OF ANY OTHER SUIT, CAUSE OF ACTION OR DISPUTE WHATSOEVER BETWEEN OR AMONG THE BORROWER, THE ADMINISTRATIVE AGENT, ANY ISSUING BANK OR ANY OF THE LENDERS OF ANY KIND OR NATURE RELATING TO ANY OF THE LOAN DOCUMENTS.Â Â Â Â (b)Â Â Â Â THE BORROWER IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST THE ADMINISTRATIVE AGENT, ANY LENDER, ANY ISSUING BANK, OR ANY RELATED PARTY OF THE FOREGOING IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, NEW YORK, NEW YORK, AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION 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. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR ANY ISSUING BANK MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION. EACH PARTY FURTHER WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT FORUM AND EACH AGREES NOT TO PLEAD OR CLAIM THE SAME. THE CHOICE OF FORUM SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE BRINGING OF ANY ACTION BY THE ADMINISTRATIVE AGENT, ANY ISSUING BANK OR ANY LENDER OR THE ENFORCEMENT BY THE ADMINISTRATIVE AGENT, ANY ISSUING BANK OR ANY LENDER Â Â Â Â Â Â Â Â OF ANY JUDGMENT OBTAINED IN SUCH FORUM IN ANY OTHER APPROPRIATE JURISDICTION.Â Â Â Â (c)Â Â Â Â THE BORROWER HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO THE BORROWER AT ITS ADDRESS FOR NOTICES PROVIDED IN SECTIONÂ 12.1. SHOULD THE BORROWER FAIL TO APPEAR OR ANSWER ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN 30 DAYS AFTER THE MAILING THEREOF, THE BORROWER SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED AGAINST IT AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. Â Â Â Â (d)Â Â Â Â THE PROVISIONS OF THIS SECTION HAVE BEEN CONSIDERED BY EACH PARTY WITH THE ADVICE OF COUNSEL AND WITH A FULL UNDERSTANDING OF THE LEGAL CONSEQUENCES THEREOF, AND SHALL SURVIVE THE PAYMENT OF THE LOANS AND ALL OTHER AMOUNTS PAYABLE HEREUNDER OR UNDER THE OTHER LOAN DOCUMENTS, THE TERMINATION OR EXPIRATION OF ALL LETTERS OF CREDIT AND THE TERMINATION OF THIS AGREEMENT.SectionÂ  Successors and Assigns.Â Â Â Â (a)Â Â Â Â Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower (other than as permitted pursuant to SectionÂ 12.20.) may not assign or otherwise transfer any of its rights or obligations hereunder or under any other Loan Document without the prior written consent of the Administrative Agent and each Lender, and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i)Â to an Eligible Assignee in accordance with the provisions of the immediately following subsectionÂ (b), (ii)Â by way of participation in accordance with the provisions of the immediately following subsectionÂ (d) or (iii)Â by way of pledge or assignment of a security interest subject to the restrictions of the immediately following subsectionÂ (e) (and, subject to the last sentence of the immediately following subsectionÂ (b), any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in the immediately following subsectionÂ (d) and, to the extent expressly contemplated hereby, the Related Parties of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.Â Â Â Â (b)Â Â Â Â Assignments by Lenders. Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it); provided that any such assignment shall be subject to the following conditions: Â Â Â Â (i)Â Â Â Â Minimum Amounts. Â Â Â Â (A)Â Â Â Â in the case of (w)Â an assignment of the entire remaining amount of an assigning Lenderâ€™s Revolving Commitment and/or the Revolving Loans at the time owing to it, (x)Â contemporaneous assignments to related Approved Funds that equal at Â Â Â Â Â Â Â Â least the amount specified in the immediately following clauseÂ (B) in the aggregate, (y)Â an assignment of the entire remaining amount of an assigning Term Loan Lenderâ€™s Term Loan Commitment or Term Loans of a Class at the time owing to it, or (z)Â an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; andÂ Â Â Â (B)Â Â Â Â in any case not described in the immediately preceding subsectionÂ (A), the aggregate amount of the Commitment of a Class (which for this purpose includes Loans outstanding thereunder) or, if the applicable Class of Commitments is not then in effect, the principal outstanding balance of the applicable Class of Loans of the assigning Lender subject to each such assignment (in each case, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if â€œTrade Dateâ€ is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than $5,000,000 in the case of any assignment of a Commitment or Loan, unless each of the Administrative Agent and, so long as no Default or Event of Default shall exist, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that if, after giving effect to such

assignment, the amount of the Commitment of the applicable Class held by such assigning Lender or the outstanding principal balance of the Loans of the applicable Class of such assigning Lender, as applicable, would be less than $5,000,000, then such assigning Lender shall assign the entire amount of its Commitment and the Loans at the time owing to it.
Â Â Â Â (ii)Â Â Â Â Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lenderâ€™s rights and obligations under this Agreement with respect to the Loans or the Commitment assigned, except that this clauseÂ (ii) shall not (x) apply to rights in respect of a Bid Rate Loan or (y) prohibit any Lender from assigning all or a portion of its rights and obligations with respect to separate Classes of Loans and Commitments on a non-rata basis.Â Â Â Â (iii)Â Â Â Â Â Required Consents. No consent shall be required for any assignment except to the extent required by clauseÂ (i)(B) of this subsectionÂ (b) and, in addition:Â Â Â Â (A)Â Â Â Â the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (x)Â an Event of Default shall exist at the time of such assignment or (y)Â such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; provided that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within 5Â Business Days after having received notice thereof; Â Â Â Â (B)Â Â Â Â the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of (x)Â a Commitment of a Class if such assignment is to a Person that is not already a Lender with a Commitment of such Class, an Affiliate of such a Lender or an Approved Fund with respect to such a Lender or (y)Â a Term Loan to a Person who is not a Lender, an Affiliate of a Lender or an Approved Fund; andÂ Â Â Â Â Â Â Â Â Â Â Â Â (C)Â Â Â Â the consent of the Issuing Banks (such consent not to be unreasonably withheld or delayed) shall be required for any assignment in respect of a Revolving Commitment.Â Â Â Â (iv)Â Â Â Â Assignment and Assumption; Notes. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $4,500 for each assignment (which fee the Administrative Agent may, in its sole discretion, elect to waive), and the assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire. If requested by the transferor Lender or the assignee, upon the consummation of any assignment, the transferor Lender, the Administrative Agent and the Borrower shall make appropriate arrangements so that new Notes are issued to the assignee and such transferor Lender, as appropriate, and such transferor Lender shall promptly return any existing Notes held by such Lender to the Borrower (or, if lost, destroyed or mutilated, if requested by the Borrower a lost note affidavit including a customary indemnity).Â Â Â Â (v)Â Â Â Â No Assignment to Certain Persons. No such assignment shall be made to (A)Â the Borrower or any of the Borrowerâ€™s Affiliates or Subsidiaries or (B)Â to any Defaulting Lender or any of its Subsidiaries, or to any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clauseÂ (B).Â Â Â Â (vi)Â Â Â Â No Assignment to Natural Persons. No such assignment shall be made to a natural person.Â Â Â Â (vii)Â Â Â Â Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent, each Issuing Bank and each other Lender hereunder (and interest accrued thereon), and (y) acquire (and fund as appropriate) its full pro rata share of all Revolving Loans and participations in Letters of Credit in accordance with its Commitment Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under Applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.Subject to acceptance and recording thereof by the Administrative Agent pursuant to the immediately following subsectionÂ (c), from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lenderâ€™s rights and obligations under this Agreement, such Â Â Â Â Â Â Â Â Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of SectionsÂ 4.4., 12.2. and 12.9. and the other provisions of this Agreement and the other Loan Documents as provided in SectionÂ 12.10. with respect to facts and circumstances occurring prior to the effective date of such assignment; provided that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender having been a Defaulting Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with the immediately following subsectionÂ (d).Â Â Â Â (c)Â Â Â Â Register. The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain at the Principal Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) of the Loans owing to, each Lender 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 Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.Â Â Â Â (d)Â Â Â Â Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower, the Administrative Agent or any Issuing Bank, sell participations to any Person (other than a natural Person, any Defaulting Lender or the Borrower or any of the Borrowerâ€™s Affiliates or Subsidiaries) (each, a â€œParticipantâ€) in all or a portion of such Lenderâ€™s rights and/or obligations under this Agreement (including all or a portion of its Revolving Commitment and/or the Loans owing to it); provided that (i)Â such Lenderâ€™s obligations under this Agreement shall remain unchanged, (ii)Â such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii)Â the Borrower, the Administrative Agent, the Issuing Banks and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lenderâ€™s rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to (w)Â increase such Lenderâ€™s Commitment, (x)Â extend the date fixed for the payment of principal on the Loans or portions thereof owing to such Lender, (y)Â reduce the rate at which interest is payable thereon or (z)Â release any Guarantor from its Obligations under the Guaranty except as contemplated by SectionÂ 7.13.(c), in each case, as applicable to that portion of such Lenderâ€™s rights and/or obligations that are subject to the participation. The Borrower agrees that each Participant shall be entitled to the benefits of SectionsÂ 3.10., 4.1., 4.4. (subject to the requirements and limitations therein, including the requirements under SectionÂ 3.10.(g) (it being understood that the documentation required under SectionÂ 3.10.(g) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to subsectionÂ (b) of this Section; provided that such Participant (A) agrees to be subject to the provisions of SectionÂ 4.6. as if it were an assignee under subsectionÂ (b) of this Section; and (B) shall not be entitled to receive any greater payment under SectionsÂ 4.1. or 3.10., with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Regulatory Change that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Borrowerâ€™s request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of SectionÂ 4.6. with respect to any Participant. Â Â Â Â Â Â Â Â To the extent permitted by law, each Participant also shall be entitled to the benefits of SectionÂ 12.3. as though it were a Lender; provided that such Participant agrees to be subject to SectionÂ 3.3. as though it were a Lender. Each Lender 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 Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participantâ€™s interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender 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.Â Â Â Â (e)Â Â Â Â Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.
Â Â Â Â (f)Â Â Â Â No Registration. Each Lender agrees that, without the prior written consent of the Borrower and the Administrative Agent, it will not make any assignment hereunder in any manner or under any circumstances that would require registration or qualification of, or filings in respect of, any Loan or Note under the Securities Act or any other securities laws of the United States of America or of any other jurisdiction.Â Â Â Â (g)Â Â Â Â Designated Lenders. Any Revolving Lender (each, a â€œDesignating Lenderâ€) may at any time while the Borrower has been assigned an Investment Grade Rating from either S&P or Moodyâ€™s designate one Designated Lender to fund Bid Rate Loans on behalf of such Designating Lender subject to the terms of this subsection, and the provisions in the immediately preceding subsectionsÂ (b) and (d) shall not apply to such designation. No Lender may designate more than one Designated Lender. The parties to each such designation shall execute and deliver to the Administrative Agent for its acceptance a Designation Agreement. Upon such receipt of an appropriately completed Designation Agreement executed by a Designating Lender and a designee representing that it is a Designated Lender, the Administrative Agent will accept such Designation Agreement and give prompt notice thereof to the Borrower, whereupon (i)Â the Borrower shall, upon the request of such Designated Lender, execute and deliver to the Designating Lender a Bid Rate Note payable to the order of the Designated Lender, (ii) from and after the effective date specified in the Designation Agreement, the Designated Lender shall become a party to this Agreement with a right to make Bid Rate Loans on behalf of its Designating Lender pursuant to SectionÂ 2.2. after the Borrower has accepted a Bid Rate Loan (or portion thereof) of the Designating Lender, and (iii) the Designated Lender shall not be required to make payments with respect to any obligations in this Agreement except to the extent of excess cash flow of such Designated Lender which is not otherwise required to repay obligations of such Designated Lender which are then due and payable; provided, however, that regardless of such designation and assumption by the Designated Lender, the Designating Lender shall be and remain obligated to the Borrower, the Administrative Agent and the Lenders for each and every of the obligations of the Designating Lender Â Â Â Â Â Â Â Â and its related Designated Lender with respect to this Agreement, including, without limitation, any indemnification obligations under SectionÂ 11.6. and any sums otherwise payable to the Borrower by the Designated Lender. Each Designating Lender shall serve as the agent of the Designated Lender and shall on behalf of, and to the exclusion of, the Designated Lender: (i) receive any and all payments made for the benefit of the Designated Lender and (ii) give and receive all communications and notices and take all actions hereunder, including, without limitation, votes, approvals, waivers, consents and amendments under or relating to this Agreement and the other Loan Documents. Any such notice, communication, vote, approval, waiver, consent or amendment shall be signed by the Designating Lender as agent for the Designated Lender and shall not be signed by the Designated Lender on its own behalf and shall be binding on the Designated Lender to the same extent as if signed by the Designated Lender on its own behalf. The Borrower, the Administrative Agent and the Lenders may rely thereon without any requirement that the Designated Lender sign or acknowledge the same. No Designated Lender may assign or transfer all or any portion of its interest hereunder or under any other Loan Document, other than assignments to the Designating Lender which originally designated such Designated Lender. The Borrower, the Lenders and the Administrative Agent each hereby agrees that it will not institute against any Designated Lender or join any other Person in instituting against any Designated Lender any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding under any federal or state bankruptcy or similar law, until the later to occur of (x)Â one year and one day after the payment in full of the latest maturing commercial paper note issued by such Designated Lender and (y)Â the Revolving Termination Date. In connection with any such designation, the Designating Lender shall pay to the Administrative Agent an administrative fee for processing such designation in the amount of $2,000. Â Â Â Â (h)Â Â Â Â USA Patriot Act Notice; Compliance. In order for the Administrative Agent to comply with â€œknow your customerâ€ and anti-money laundering rules and regulations, including without limitation, the Patriot Act, prior to any Lender that is organized under the laws of a jurisdiction outside of the United States of America becoming a party hereto, the Administrative Agent may request, and such Lender shall provide to the Administrative Agent, its name, address, tax identification number and/or such other identification information as shall be necessary for the Administrative Agent to comply with federal law. SectionÂ 11 Amendments and Waivers.Â Â Â Â (a)Â Â Â Â Generally. Except as otherwise expressly provided in this Agreement, (i) any consent or approval required or permitted by this Agreement or any other Loan Document to be given by the Lenders may be given, (ii) any term of this Agreement or of any other Loan Document may be amended, (iii) the performance or observance by the Borrower, any other Loan Party or any other Subsidiary of any terms of this Agreement or such other Loan Document may be waived, and (iv) the continuance of any Default or Event of Default may be waived (either generally or in a particular instance and either retroactively or prospectively) with, but only with, the written consent of the Requisite Lenders (or the Administrative Agent at the written direction of the Requisite Lenders), and, in the case of an amendment to any Loan Document, the written consent of each Loan Party which is party thereto. Subject to the immediately following subsectionÂ (b), any term of this Agreement or of any other Loan Document relating to the rights or obligations of the Lenders of a particular Class, and not Lenders of any other Class, may be amended, and the performance or observance by the Borrower or any other Loan Party or any Subsidiary of any such terms may be waived (either generally or in a particular instance and either retroactively or prospectively) with, and only with, the written consent of the Requisite Class Lenders for such Class of Lenders (and, in the case of an amendment to any Loan Document, the written consent of each Loan Party which is a party thereto). Notwithstanding anything to the contrary contained in this Â Â Â Â Â Â Â Â Section, any Fee Letter may only be amended, and the performance or observance by any Loan Party thereunder may only be waived, in a writing executed by the parties thereto.Â Â Â Â (b)Â Â Â Â Additional Lender Consents. In addition to the foregoing requirements, no amendment, waiver or consent shall:Â Â Â Â (i)Â Â Â Â increase (or reinstate) or extend (except in accordance with SectionÂ 2.14.) the Commitments of a Lender or subject a Lender to any additional obligations without the written consent of such Lender (it being understood and agreed that a waiver of any condition precedent set forth in SectionÂ 5.1. or 5.2. or of any Default or Event of Default is not considered an increase in the Commitments of any Lender);Â Â Â Â (ii)Â Â Â Â reduce the principal of, or interest that has accrued or the rates of interest that will be charged on the outstanding principal amount of, any Loans or other Obligations without the written consent of each Lender directly affected thereby; provided, however, only the written consent of the Requisite Lenders shall be required (x)Â for the waiver of interest payable at the Post-Default Rate, retraction of the imposition of interest at the Post-Default Rate and amendment of the definition of â€œPost-Default Rateâ€ and (y)Â to amend any financial covenant hereunder (or any defined term used therein) even if the effect of such amendment would be to reduce the rate of interest on any Loan or to reduce any fee payable hereunder;Â Â Â Â (iii)Â Â Â Â reduce the amount of any Fees payable to a Lender without the written consent of such Lender;Â Â Â Â (iv)Â Â Â Â modify the definition of â€œRevolving Termination Dateâ€ (except in accordance with SectionÂ 2.14.), or extend the expiration date of any Letter of Credit beyond the Revolving Termination Date, in each case, without the written consent of each Revolving Lender directly affected thereby;(v)Â Â Â Â modify the definition of â€œTermination Dateâ€ as it applies to a Class of Loans (except as set forth in clause (iv) above in relation to Revolving Commitments), otherwise postpone any date fixed for, or forgive, any payment of principal of, or interest on, any Loans of a Class or for the payment of Fees or any other Obligations owing to the Lenders of such Class, in each case, without the written consent of each Lender of such Class directly affected thereby;Â Â Â Â (vi)Â Â Â Â while any Term Loans remain outstanding, amend, modify or waive the L/C Commitment Amount without the prior written consent of the Requisite Class Lenders of the Revolving Lenders;Â Â Â Â (vii)Â Â Â Â modify the definition of â€œCommitment Percentageâ€ without the written consent of each Revolving Lender directly affected thereby;(viii)Â Â Â Â modify the definition of â€œPro Rata Shareâ€ or amend or otherwise modify the provisions of SectionÂ 3.2. without the written consent of each Lender directly and

adversely affected thereby;Â Â Â Â (ix)Â Â Â Â amend this Section, amend the definitions of the terms used in this Agreement or the other Loan Documents insofar as such definitions affect the substance of this Section, modify the definition of the term â€œRequisite Lendersâ€ or (except as otherwise provided in the Â Â Â Â Â Â Â Â immediately following clauseÂ (x)), modify in any other manner the number or percentage of the Lenders required to make any determinations or waive any rights hereunder or to modify any provision hereof without the written consent of each Lender;Â Â Â Â Â (x)Â Â Â Â Â modify the definition of the term â€œRequisite Class Lendersâ€ as it relates to a Class of Lenders or modify in any other manner the number or percentage of a Class of Lenders required to make any determinations or waive any rights hereunder or to modify any provision hereof, in each case, solely with respect to such Class of Lenders, without the written consent of each Lender in such Class;Â Â Â Â (xi)Â Â Â Â release any Guarantor from its obligations under the Guaranty (except as contemplated by SectionÂ 7.13.(b)) without the written consent of each Lender (it being understood and agreed that this clause (xi) shall not apply to any amendment to SectionÂ 7.13. unless such amendment has the effect of releasing of any Person that has already become a Guarantor); Â Â Â Â (xii)Â Â Â Â amend, or waive the Borrowerâ€™s compliance with, SectionÂ 2.16. without the written consent of each Revolving Lender; orÂ Â Â Â (xiii)Â Â Â Â waive a Default or Event of Default under Section 10.1.(a), except as permitted in Section 10.7., without the written consent of each Lender directly and adversely affected thereby.Â Â Â Â (c)Â Â Â Â Â Amendment of Administrative Agentâ€™s Duties, Etc. No amendment, waiver or consent unless in writing and signed by the Administrative Agent or the Sustainability Structuring Agent, as the case may be, in addition to the Lenders required hereinabove to take such action, shall affect the rights or duties of the Administrative Agent or the Sustainability Structuring Agent under this Agreement or any of the other Loan Documents. Any amendment, waiver or consent relating to SectionÂ 2.3. or the obligations of an Issuing Banks under this Agreement or any other Loan Document shall, in addition to the Lenders required hereinabove to take such action, require the written consent of such Issuing Bank. The Administrative Agent and the Borrower may, without the consent of any Lender, enter into the amendments or modifications to this Agreement or any of the other Loan Documents or enter into additional Loan Documents as the Administrative Agent reasonably deems appropriate in order to implement any Benchmark Replacement or otherwise effectuate the terms of Section 4.2.(b) in accordance with the terms of Section 4.2.(b). Any amendment, waiver or consent with respect to any Loan Document that (i) diminishes the rights of a Specified Derivatives Provider in a manner or to an extent dissimilar to that affecting the Lenders or (ii) increases the liabilities or obligations of a Specified Derivatives Provider shall, in addition to the Lenders required hereinabove to take such action, require the consent of the Lender that is (or having an Affiliate that is) such Specified Derivatives Provider. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (x) the Commitments of any Defaulting Lender may not be increased, reinstated or extended without the written consent of such Defaulting Lender and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender more adversely than other affected Lenders shall require the written consent of such Defaulting Lender. No waiver shall extend to or affect any obligation not expressly waived or impair any right consequent thereon and any amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose set forth therein. No Â Â Â Â Â Â Â Â course of dealing or delay or omission on the part of the Administrative Agent or any Lender in exercising any right shall operate as a waiver thereof or otherwise be prejudicial thereto. Any Event of Default occurring hereunder shall continue to exist until such time as such Event of Default is waived in writing in accordance with the terms of this Section, notwithstanding any attempted cure or other action by the Borrower, any other Loan Party or any other Person subsequent to the occurrence of such Event of Default. Except as otherwise explicitly provided for herein or in any other Loan Document, no notice to or demand upon the Borrower shall entitle the Borrower to other or further notice or demand in similar or other circumstances.Â Â Â Â (d)Â Â Â Â Technical Amendments. Notwithstanding anything to the contrary in this SectionÂ 12.6., if the Administrative Agent and the Borrower have jointly identified an ambiguity, omission, mistake or defect in any provision of this Agreement or an inconsistency between provisions of this Agreement, the Administrative Agent and the Borrower shall be permitted to amend such provision or provisions to cure such ambiguity, omission, mistake, defect or inconsistency so long as to do so would not adversely affect the interests of the Lenders and the Issuing Banks. Any such amendment shall become effective without any further action or consent of any of other party to this Agreement.Â Â Â Â (e)Â Â Â Â Additional Term Loans. Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with only the written consent of Administrative Agent and the Borrower (a) to provide for the making of Additional Term Loans as contemplated by SectionÂ 2.17. and to permit the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Revolving Loans, the Term Loans and the accrued interest and fees in respect thereof and (b)Â to include appropriately the Lenders holding such Additional Term Loans in any determination of the Requisite Lenders. Furthermore, this Agreement may be amended to extend any Class of Commitments and/or Term Loans outstanding pursuant to clause (g) of this Section 12.6. below. (f)Â Â Â Â Reorganization Amendments. Notwithstanding anything in this Section or any other provision of this Agreement and the Loan Documents to the contrary, each of the parties hereto hereby agrees that this Agreement and the other Loan Documents may be amended (or amended and restated), without the consent of any of the Lenders or the Issuing Banks, to the extent necessary or appropriate in the opinion of the Administrative Agent to (i)Â effect the OPâ€™s assumption of all of the Borrowerâ€™s liabilities and obligations under, and the Borrowerâ€™s transfer and assignment to the OP of all of the Borrowerâ€™s rights and benefits under, this Agreement and the other Loan Documents to which the Borrower is a party as permitted under SectionÂ 12.20. and (ii)Â effect such other amendments to (or amendment and restatement of) this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of SectionÂ 12.20., including, without limitation, to amend representations, covenants and events of default as appropriate to permit consummation of the Reorganization and reflect the OP as the Borrower hereunder, and the Lenders and the Issuing Banks hereby expressly authorize the Administrative Agent to enter into any such amendments or amendment and restatement.Â Â Â Â (g)Â Â Â Â Amend and Extend Transactions. (i)Â Â Â Â The Borrower may, by written notice to the Administrative Agent from time to time, request an extension (each, an â€œExtensionâ€) of the maturity date of any Class of Loans and Commitments to the extended maturity date specified in such notice. Such notice shall (A)Â set forth the amount of the applicable Class of Commitments and/or Term Loans that will be subject to the Extension (which shall be in a minimum amount of $200,000,000 and minimum increments Â Â Â Â Â Â Â Â of $25,000,000 in excess thereof (or such other amounts as may be acceptable to the Borrower and the Administrative Agent)), (B) set forth the date on which such Extension is requested to become effective (which shall be not less than ten (10) Business Days nor more than sixty (60) days after the date of such Extension notice (or such longer or shorter periods as the Administrative Agent shall agree in its sole discretion)) and (C) identify the relevant Class of Commitments and/or Term Loans to which such Extension relates. Each Lender of the applicable Class shall be offered (an â€œExtension Offerâ€) an opportunity to participate in such Extension on a pro rata basis and on the same terms and conditions as each other Lender of such Class pursuant to procedures established by, or reasonably acceptable to, the Administrative Agent and the Borrower. If the aggregate principal amount of Commitments or Term Loans in respect of which Lenders shall have accepted the relevant Extension Offer shall exceed the maximum aggregate principal amount of Commitments or Term Loans, as applicable, subject to the Extension Offer as set forth in the Extension notice, then the Commitments or Term Loans, as applicable, of Lenders of the applicable Class shall be extended ratably up to such maximum amount based on the respective principal amounts with respect to which such Lenders have accepted such Extension Offer. (ii)Â Â Â Â The following shall be conditions precedent to the effectiveness of any Extension: (A) no Default or Event of Default shall have occurred and be continuing immediately prior to and immediately after giving effect to such Extension, (B) the representations and warranties set forth in SectionÂ 6.1. and in each other Loan Document shall be deemed to be made and shall be true and correct in all material respects (except in the case of a representation or warranty qualified by materiality, in which case such representation or warranty shall be true and correct in all respects) on and as of the effective date of such Extension except to the extent that such representations and warranties expressly relate solely to an earlier date (in which case such representations and warranties shall have been true and correct in all material respects (except in the case of a representation or warranty qualified by materiality, in which case such representation or warranty shall have been true and correct in all respects) on and as of such earlier date) and except for changes in factual circumstances not prohibited hereunder, (C) the Issuing Banks shall have consented to any Extension of the Revolving Commitments, to the extent that such Extension provides for the issuance or extension of Letters of Credit at any time during the extended period and (D) the terms of such Extended Commitments and Extended Term Loans shall comply with subclause (iii) of this SectionÂ 12.6.(g). Notwithstanding any other provision of this Agreement to the contrary, in no event shall the Commitments or Loans of any Lender be extended pursuant to this Section 12.6.(g). unless such Lender affirmatively accepts in writing the applicable Extension Offer, it being understood and agreed that a failure by a Lender to respond to any such Extension Offer shall be deemed to be a rejection by such Lender of such Extension Offer.(iii)Â Â Â Â The terms of each Extension shall be determined by the Borrower and the applicable extending Lenders and set forth in an Extension Amendment; provided that (A) the final maturity date of any Extended Commitment or Extended Term Loan shall be no earlier than the latest Termination Date then in effect for any Class of Loans, (B)(x) there shall be no scheduled amortization of the loans or reductions of commitments under any Extended Commitments and (y) the average life to maturity of the Extended Term Loans shall be no shorter than the remaining average life to maturity of the existing Term Loans, (C) the Extended Revolving Loans and the Extended Term Loans will rank pari passu in right of payment and with respect to security with the existing Revolving Loans and the existing Term Loans and the borrower and guarantors of the Extended Commitments or Extended Term Loans, as applicable, Â Â Â Â Â Â Â Â shall be the same as the Borrower and Guarantors with respect to the existing Revolving Loans or Term Loans, as applicable, (D) the interest rate margin, rate floors, fees, original issue discount and premium applicable to any Extended Commitment (and the Extended Revolving Loans thereunder) and Extended Term Loans shall be determined by the Borrower and the applicable extending Lenders, (E)(x) the Extended Term Loans may participate on a pro rata or less than pro rata (but not greater than pro rata) basis in voluntary or mandatory prepayments with the other Term Loans and (y) borrowing and prepayment of Extended Revolving Loans, or reductions of Extended Commitments, and participation in Letters of Credit, shall be on a pro rata basis with the other Revolving Loans or Commitments (other than upon the maturity of the non-extended Revolving Loans and Commitments) and (F) the terms of the Extended Commitments or Extended Term Loans, as applicable, shall be substantially identical to the terms set forth herein (except as set forth in sub-clauses (A) through (E) above).(iv)Â Â Â Â In connection with any Extension, the Borrower, the Administrative Agent and each applicable extending Lender shall execute and deliver to the Administrative Agent an Extension Amendment and such other documentation as the Administrative Agent shall reasonably specify to evidence the Extension. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Extension. Any Extension Amendment may, without the consent of any other Lender, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to implement the terms of any such Extension, including any amendments necessary to establish Extended Commitments or Extended Term Loans as a new Class or tranche of Commitments or Term Loans, as applicable, and such other technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower in connection with the establishment of such new Class or tranche (including to preserve the pro rata treatment of the extended and non-extended Classes or tranches and to provide for the reallocation of Revolving Credit Exposure upon the expiration or termination of the commitments under any Class or tranche), in each case on terms consistent with this Section 12.6.(g).(h)Â Â Â Â ESG Adjustments. (i) Â Â Â Â Prior to the 12 month anniversary of the Effective Date, the Borrower, in consultation with the Sustainability Structuring Agent, may in its sole discretion seek to establish specified key performance indicators with respect to certain environmental, social and governance (â€œESGâ€) goals of the Borrower and its Subsidiaries (such indicators, â€œESG KPI Metricsâ€) and thresholds or targets with respect thereto (in either case, such thresholds or targets, â€œSPTsâ€). The Administrative Agent and the Borrower (each acting reasonably and in consultation with the Sustainability Structuring Agent) may propose an amendment to this Agreement (such amendment, an â€œESG Amendmentâ€) solely for the purpose of incorporating the KPI Metrics, the SPTs and other related provisions (the â€œESG Pricing Provisionsâ€) into this Agreement. Any such ESG Amendment shall become effective upon (i) receipt by the Lenders of a lender presentation in regard to the KPI Metrics and SPTs from the Borrower no later than five (5) Business Days before the proposed effective date of such proposed ESG Amendment, (ii) the posting of such proposed ESG Amendment to all Lenders and the Borrower, (iii) the identification, and engagement at the Borrowerâ€™s cost and expense, of a sustainability assurance provider, which shall be a qualified external reviewer of nationally recognized standing, independent of the Borrower and its Affiliates and (iv) the receipt by the Administrative Agent of executed signature pages and consents to such ESG Amendment from the Borrowers, the Administrative Agent and Â Â Â Â Â Â Â Â Lenders comprising at least the Requisite Lenders. Upon the effectiveness of any such ESG Amendment, based on the Borrowerâ€™s performance against the KPI Metrics and SPTs, certain adjustments (increase, decrease or no adjustment) (such adjustments, the â€œESG Applicable Rate Adjustmentsâ€) to the otherwise applicable Applicable Margin and Applicable Facility Fee may be made; provided that (x) the amount of any such adjustments made pursuant to an ESG Amendment shall not result in a decrease or an increase of more than 0.040% in the Applicable Margin during any fiscal year, which pricing adjustments shall be applied in accordance with the terms as further described in the ESG Pricing Provisions, (y) the amount of any such adjustments made pursuant to an ESG Amendment shall not result in a decrease or an increase of more than 0.010% in the Applicable Facility Fee during any fiscal year, which pricing adjustments shall be applied in accordance with the terms as further described in the ESG Pricing Provisions and (z) in no event shall any Applicable Margin or Applicable Facility Fee be less than zero (the provisions of this proviso, the â€œSustainability Adjustment Limitationsâ€). For the avoidance of doubt, the ESG Applicable Rate Adjustments shall not be cumulative year-over-year and shall only apply until the date on which the next adjustment is due to take place. The KPI Metrics, the Borrowerâ€™s performance against the KPI Metrics, and any related ESG Applicable Rate Adjustments resulting therefrom, will be determined based on certain Borrower certificates, reports and other documents, in each case, setting forth the KPI Metrics in a manner that is aligned with the Sustainability Linked Loan Principles, including with respect to the selection, setting, calculation, certification and measurement thereof. Following the effectiveness of an ESG Amendment, any modification to the ESG Pricing Provisions shall be subject only to the consent of the Borrower, the Administrative Agent and the Requisite Lenders so long as such modification does not have the effect of (1) increasing or decreasing the Sustainability Adjustment Limitations set forth in the ESG Amendment or (2) reducing any Applicable Margin or Applicable Facility Fee to less than zero.(ii) Â Â Â Â The Borrower, the Sustainability Structuring Agent, the Administrative Agent and the Lenders agree that neither the Loans nor the Commitments are, nor shall be, a deemed sustainability-linked loan unless and until the effectiveness of any ESG Amendment. Prior to the effectiveness of an ESG Amendment, the Borrower will not publish any materials or statements (including on any website of the Borrower, in the financial statements or annual reports of the Borrower or in any press release or public announcement issued by the Borrower) which refer to this Agreement being a sustainability-linked loan.(iii) Â Â Â Â Other than (i) increasing or decreasing the Sustainability Adjustment Limitations or (ii) reducing any Applicable Margin or the Applicable Facility Fee to less than zero (which, for the avoidance of doubt, shall be subject to the written consent of â€œeach Lender affected therebyâ€, in accordance with Section 12.6(b)), this Section 12.6(h) shall supersede any other clause or provision in Section 12.6 to the contrary, including any provision of Section 12.6(b) requiring the consent of â€œeach Lender affected therebyâ€, for reductions in interest rates or fees payable thereunder.SectionÂ 11 Nonliability of Administrative Agent, Sustainability Structuring Agent and Lenders.Â Â Â Â The relationship between the Borrower, on the one hand, and the Lenders, the Issuing Banks, the Sustainability Structuring Agent and the Administrative Agent, on the other hand, shall be solely that of borrower and lender. None of the Administrative Agent, any Issuing Bank, Sustainability Structuring Agent or any Lender shall have any advisory, agency or fiduciary responsibilities to the Borrower and no Â Â Â Â Â Â Â Â provision in this Agreement or in any of the other Loan Documents, and no course of dealing between or among any of the parties hereto, shall be deemed to create any advisory, Agency or fiduciary duty owing by the Administrative Agent, the Sustainability Structuring Agent, any Issuing Bank or any Lender to any Lender, the Borrower, any Subsidiary or any other Loan Party. None of the Administrative Agent, the Sustainability Structuring Agent, any Issuing Bank or any Lender undertakes any responsibility to the Borrower to review or inform the Borrower of any matter in connection with any phase of the Borrowerâ€™s business or operations. The Borrower hereby acknowledges that each of the Administrative Agent, Lenders, Issuing Banks, the Sustainability Structuring Agent, the Arrangers, Syndication Agent and Documentation Agents and each of their Affiliates may have economic interests that conflict with those of the Borrower. Â Â Â Â Neither the Administrative Agent nor the Sustainability Structuring Agent (a) makes any assurances whether this Agreement meets any criteria or expectations of the Borrower or any Lender with regard to environmental or social impact and sustainability performance, or whether the facility including the characteristics of the relevant ESG KPI Metrics (including any environmental, social and sustainability criteria or any computation methodology) meet any industry standards for sustainability-linked credit facilities, or (b) has any responsibility for or liability in respect of reviewing, auditing or otherwise evaluating any calculation by the Borrower

of the ESG KPI Metrics or any ESG Applicable Rate Adjustments (or any of the data or computations that are part of or related to any such calculation) set out in any certificate delivered by the Borrower (and the Administrative Agent and the Sustainability Structuring Agent may rely conclusively on any such certificate, without further inquiry, when implementing any ESG Applicable Rate Adjustment). The Sustainability Structuring Agent shall not be responsible or have any liability for, or have any duty to ascertain, inquire into or monitor compliance with, the provisions hereof relating to the ESG Pricing Provisions.SectionÂ 11 Confidentiality.Â Â Â Â The Administrative Agent, each Issuing Bank and each Lender shall not disclose to any Person and shall maintain the confidentiality of all Information (as defined below) but in any event may make disclosure: (a)Â to its Affiliates and to its and its Affiliatesâ€™ other respective Related Parties (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); (b)Â subject to an agreement containing provisions substantially the same as those of this Section, to (i)Â any actual or proposed assignee, Participant or other transferee in connection with a potential transfer of any Commitment or participation therein as permitted hereunder, or (ii)Â any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations; provided that the disclosure of any such Information under clauses (i) or (ii) of this Section to such Persons shall be made subject to the acknowledgement and acceptance by any such Person that such information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to the Borrower and such disclosing Person, including, without limitation, as agreed in any confidential information memorandum or other marketing materials); (c)Â as required or requested by any Governmental Authority or representative thereof or pursuant to legal process or in connection with any legal proceedings, or as otherwise required by Applicable Law (in which case (other than in the case of requests from regulatory authorities), such Person shall, to the extent permitted by law, inform you promptly in advance thereof); (d)Â to the Administrative Agentâ€™s, such Issuing Banksâ€™ or such Lenderâ€™s independent auditors and other professional advisors (provided they shall be notified of the confidential nature of the information and are or have been advised of their obligation to keep information of this type confidential); (e)Â in connection with the exercise of any remedies under any Loan Document (or any Specified Derivatives Contract) or any action or proceeding relating to any Loan Â Â Â Â Â Â Â Â Document (or any Specified Derivatives Contract) or the enforcement of rights hereunder or thereunder; (f)Â to the extent such Information (i)Â becomes publicly available other than as a result of a breach of this Section actually known by the Administrative Agent, such Issuing Bank or such Lender to be a breach of this Section or (ii)Â becomes available to the Administrative Agent, any Issuing Bank, any Lender or any Affiliate of the Administrative Agent, any Issuing Bank or any Lender on a nonconfidential basis from a source other than the Borrower or any Affiliate of the Borrower; (g)Â to the extent requested by, or required to be disclosed to, any nationally recognized rating agency or regulatory or similar authority (including any self-regulatory authority, such as the National Association of Insurance Commissioners) having or purporting to have jurisdiction over it; (h)Â to bank trade publications, such information to consist of deal terms and other information customarily found in such publications; (i)Â to any other party hereto; and (j)Â with the consent of the Borrower. Notwithstanding the foregoing, the Administrative Agent, each Issuing Bank and each Lender may disclose any such confidential information, without notice to the Borrower or any other Loan Party, to Governmental Authorities in connection with any regulatory examination of the Administrative Agent, such Issuing Bank or such Lender or in accordance with the regulatory compliance policy of the Administrative Agent, such Issuing Bank or such Lender. As used in this Section, the term â€œInformationâ€ means all information received from the Borrower, any other Loan Party, any other Subsidiary or Affiliate relating to any Loan Party or any of their respective businesses, other than any such information that is available to the Administrative Agent, any Lender or any Issuing Bank on a nonconfidential basis prior to disclosure by the Borrower, any other Loan Party, any other Subsidiary or any Affiliate. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.SectionÂ 11 Indemnification.Â Â Â Â (a)Â Â Â Â The Borrower shall indemnify the Administrative Agent (and any sub-agent thereof), the Sustainability Structuring Agent, each Issuing Bank, each Lender and each Related Party of any of the foregoing Persons (each such Person being called an â€œIndemnified Partyâ€) against, and hold each Indemnified Party harmless from, and shall pay or reimburse any such Indemnified Party for, any and all losses, claims (including without limitation, Environmental Claims), damages, liabilities and related expenses (including without limitation, the reasonable and documented out-of-pocket fees, charges and disbursements of any counsel for any Indemnified Party), incurred by any Indemnified Party or asserted against any Indemnified Party by any Person (including the Borrower, any other Loan Party or any other Subsidiary) other than such Indemnified Party and its Related Parties, arising out of, in connection with, or as a result of (i)Â the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto or thereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, (ii)Â any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by any Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii)Â any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Borrower, any other Loan Party or any other Subsidiary, or any Environmental Claim related in any way to the Borrower, any other Loan Party or any other Subsidiary, (iv)Â any actual or prospective claim, litigation, investigation or proceeding (an â€œIndemnity Proceedingâ€) relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower, any other Loan Party or any other Subsidiary, and regardless of whether any Indemnified Party is a party thereto, or (v)Â any claim (including without limitation, any Environmental Claims), investigation, litigation or other proceeding (whether or Â Â Â Â Â Â Â Â not the Administrative Agent, the Sustainability Structuring Agent any Issuing Bank or any Lender is a party thereto) and the prosecution and defense thereof, arising out of or in any way connected with the Loans, this Agreement, any other Loan Document, or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby, including without limitation, reasonable and documented out-of-pocket attorneys and consultantâ€™s fees (in any case, limited to the reasonable and documented out-of-pocket fees, disbursements and other charges of one counsel to such Indemnified Parties and, if reasonably necessary, a single local counsel for the Indemnified Parties in each relevant jurisdiction and with respect to each relevant specialty, and in the case of an actual or perceived conflict of interest, one additional counsel in each relevant jurisdiction to the affected Indemnified Parties similarly situated); provided, however, that such indemnity shall not, as to any Indemnified Party, be available to the extent that such losses, claims, damages, liabilities or related expenses (A) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the bad faith, gross negligence or willful misconduct of such Indemnified Party or (B) arise from any dispute solely among Indemnified Parties (except in connection with claims or disputes (1) relating to whether the conditions to any Credit Event have been satisfied, (2) with respect to a Defaulting Lender or the determination of whether a Lender is a Defaulting Lender, (3) against the Administrative Agent, the Sustainability Structuring Agent or the Arrangers in their respective capacities as such, and (4) directly resulting from any act or omission on part of the Borrower, any other Loan Party or any other Subsidiary). This SectionÂ 12.9.(a) shall not apply with respect to Taxes addressed in SectionÂ 3.10. or yield maintenance obligations described in SectionÂ 4.1. and SectionÂ 4.4.Â Â Â Â (b)Â Â Â Â If and to the extent that the obligations of the Borrower under this Section are unenforceable for any reason, the Borrower hereby agrees to make the maximum contribution to the payment and satisfaction of such obligations which is permissible under Applicable Law.Â Â Â Â (c)Â Â Â Â The Borrowerâ€™s obligations under this Section shall survive any termination of this Agreement and the other Loan Documents and the payment in full in cash of the Obligations, and are in addition to, and not in substitution of, any of the other obligations set forth in this Agreement or any other Loan Document to which it is a party.SectionÂ 11 Termination; Survival.Â Â Â Â This Agreement shall terminate at such time as (a)Â all of the Commitments have been terminated, (b)Â all Letters of Credit have terminated or expired or been canceled (other than Extended Letters of Credit in respect of which the Borrower has satisfied the requirements to provide Cash Collateral as required in SectionÂ 2.3.(b)), (c)Â none of the Lenders is obligated any longer under this Agreement to make any Loans and the Issuing Banks are no longer obligated under this Agreement to issue Letters of Credit and (d)Â all Obligations (other than obligations which survive as provided in the following sentence) have been paid and satisfied in full. Promptly following such termination, upon the Borrowerâ€™s written request, each Lender shall promptly return to the Borrower any Note issued to such Lender. The indemnities to which the Administrative Agent, the Issuing Banks and the Lenders are entitled under the provisions of SectionsÂ 3.10., 4.1., 4.4., 11.6., 12.2. and 12.9. and any other provision of this Agreement and the other Loan Documents, and the provisions of SectionÂ 12.4., shall continue in full force and effect and shall protect the Administrative Agent, the Issuing Banks and the Lenders (i)Â notwithstanding any termination of this Agreement, or of the other Loan Documents, against events arising after such termination as well as before and (ii)Â at all times after any such party ceases to be a party to this Agreement with respect to all matters and events existing on or prior to the date such party ceased to be a party to this Agreement. Upon the Borrowerâ€™s request, the Administrative Agent agrees to deliver to the Borrower, at the Borrowerâ€™s sole cost and expense, written confirmation of the foregoing termination.Â Â Â Â Â Â Â Â SectionÂ 11 Severability of Provisions.Â Â Â Â If any provision of this Agreement or the other Loan Documents shall be determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severed from the Loan Documents, and the validity, legality and enforceability of the remaining provisions shall remain in full force as though the invalid, illegal, or unenforceable provision had never been part of the Loan Documents.SectionÂ 11 GOVERNING LAW.Â Â Â Â THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS EXECUTED, AND TO BE FULLY PERFORMED, IN SUCH STATE.SectionÂ 11 Counterparts.Â Â Â Â To facilitate execution, this Agreement and any amendments, waivers, consents or supplements may be executed in any number of counterparts as may be convenient or required (which may be effectively delivered by facsimile, in portable document format (â€œPDFâ€) or other similar electronic means). It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. SectionÂ 11 Obligations with Respect to Loan Parties and Subsidiaries.Â Â Â Â The obligations of the Borrower to direct or prohibit the taking of certain actions by the other Loan Parties and Subsidiaries as specified herein shall be absolute and not subject to any defense the Borrower may have that the Borrower does not control such Loan Parties or Subsidiaries.SectionÂ 11 Independence of Covenants.Â Â Â Â All covenants hereunder shall be given in any jurisdiction independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or be otherwise within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists.SectionÂ 11 Limitation of Liability.Â Â Â Â None of the Administrative Agent, the Sustainability Structuring Agent, any Issuing Bank, any Lender, or any of their respective Related Parties shall have any liability with respect to, and the Borrower hereby waives, releases, and agrees not to sue any of them upon, any claim for any special, indirect, incidental, consequential or punitive damages suffered or incurred by the Borrower in connection with, arising out of, or in any way related to, this Agreement, any of the other Loan Documents or any of the transactions contemplated by this Agreement or any of the other Loan Documents.Â Â Â Â Â Â Â Â SectionÂ 11 Entire Agreement.Â Â Â Â This Agreement and the other Loan Documents embody the final, entire agreement among the parties hereto and supersede any and all prior commitments, agreements, representations, and understandings, whether written or oral, relating to the subject matter hereof and thereof and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of the parties hereto. To the extent any term of this Agreement is inconsistent with a term of any other Loan Document to which the parties of this Agreement are party, the term of this Agreement shall control to the extent of such inconsistency. There are no oral agreements among the parties hereto.SectionÂ 11 Construction.Â Â Â Â The Administrative Agent, each Issuing Bank, the Borrower and each Lender acknowledge that each of them has had the benefit of legal counsel of its own choice and has been afforded an opportunity to review this Agreement and the other Loan Documents with its legal counsel and that this Agreement and the other Loan Documents shall be construed as if jointly drafted by the Administrative Agent, each Issuing Bank, the Borrower and each Lender.SectionÂ 11 Headings.Â Â Â Â The paragraph and section headings in this Agreement are provided for convenience of reference only and shall not affect its construction or interpretation.SectionÂ 11 UPREIT Reorganization.Â Â Â Â (a)Â Â Â Â If the Borrower elects to reorganize its corporate organizational structure to implement an â€œumbrella partnershipâ€ real estate investment trust structure by forming a limited partnership, limited liability company or other registered business organization (other than a general partnership) under the laws of any state of the United States or the District of Columbia (the â€œOPâ€) of which the Borrower (or a Wholly Owned Subsidiary of the Borrower) is to be the general partner, manager, or managing member, as applicable (the â€œReorganizationâ€), the OP, subject to the satisfaction of the conditions set forth in this clause (a) below, may assume all of the Borrowerâ€™s liabilities and obligations under, and the Borrower may transfer and assign to the OP all of the Borrowerâ€™s rights and benefits under, this Agreement and the other Loan Documents to which the Borrower is a party (and the Borrower shall be released from all liabilities and obligations under this Agreement and the other Loan Documents to which the Borrower is a party except as expressly provided otherwise)(collectively, the â€œAssumption Transactionâ€):(i)Â Â Â Â The Borrower shall have given the Administrative Agent and the Lenders prior written notice of the Borrowerâ€™s intent to exercise its rights under this Section at least 30 days (or such shorter period as may be permitted by the Administrative Agent) prior to the proposed effective date of the Assumption Transaction (the â€œAssumption Dateâ€);(ii)Â Â Â Â The Administrative Agent shall have received each of the following, in form and substance reasonably satisfactory to the Administrative Agent:Â Â Â Â (A)Â Â Â Â an assignment and assumption agreement executed by the Borrower and the OP, acknowledged by the other Loan Parties, providing for the OPâ€™s assumption of all of the Borrowerâ€™s liabilities and obligations under, and the Borrowerâ€™s transfer and assignment to the OP of all of the Borrowerâ€™s rights and benefits under, this Agreement Â Â Â Â Â Â Â Â and the other Loan Documents to which the Borrower is a party (and the term â€œREIT Entityâ€ shall thereafter refer to Elme Communities (including any successor entity thereto which becomes the general partner, manager, or managing member, as applicable, of the OP, or the ultimate parent thereof) and, except as set forth in the first sentence of Section 1.2. hereof or as otherwise expressly set forth herein, the term â€œBorrowerâ€ shall thereafter refer to the OP);Â Â Â Â Â Â Â Â (B)Â Â Â Â amendments to this Agreement and the other Loan Documents executed by the Borrower, the OP and the other Loan Parties, as appropriate, requested or approved by the Administrative Agent as permitted under SectionÂ 12.6.(f);Â Â Â Â (C)Â Â Â Â Revolving Notes, Bid Rate Notes and Term Loan Notes (if applicable) executed by the OP, payable to each applicable Lender (including any Designated Lender, if applicable, and only to the extent such Lender has requested to receive Notes) and complying with the terms of SectionÂ 2.12.(a) (it being understood that any previously issued notes shall be returned in exchange for such new replacement notes);Â Â Â Â (D)Â Â Â Â an opinion of counsel to the OP and the other Loan Parties, addressed to the Administrative Agent and the Lenders and covering such matters as the Administrative Agent may reasonably request in relation to matters covered in opinions concerning the Borrower on the Effective Date;Â Â Â Â (E)Â Â Â Â the certificate or articles of incorporation or formation, articles of organization, certificate of limited partnership, declaration of trust or other comparable organizational instrument (if any) of the OP certified as of a recent date by the Secretary of State of the state of formation of the OP;Â Â Â Â (F)Â Â Â Â a certificate of good standing (or certificate of similar meaning) with respect to the OP issued as of a recent date by the Secretary of State of the state of formation of the OP and certificates of qualification to transact business or other comparable certificates issued as of a recent date by each Secretary of State (and any state department of taxation, as applicable) of each state in which the OP is required to be so qualified and where failure to be so qualified could reasonably be expected to have a Material Adverse Effect;Â Â Â Â (G)Â Â Â Â a certificate of incumbency signed by the Secretary or Assistant Secretary (or other individual performing similar functions) of the OP with respect to each of the officers of the OP authorized to execute and deliver the Loan Documents to which the OP is to become a party, and authorized to execute and deliver on behalf of the OP Notices of Borrowing, requests for Letters of Credit, Notices of Conversion and Notices of Continuation;Â Â Â Â (H)Â Â Â Â copies certified by the Secretary or Assistant Secretary (or other individual performing similar functions) of the OP of (A)Â the operating agreement of the OP, if a limited liability company, the partnership agreement, if a limited or general partnership, or other comparable document in the case of any other form of legal entity and (B)Â all corporate, partnership, member or other necessary action taken by or on behalf of the OP to authorize the Reorganization and the execution, delivery and Â Â Â Â Â Â Â Â performance of the Loan Documents to which it is, or is to become, a party in connection therewith;Â Â Â Â (I)Â Â Â Â no Default or Event of Default shall exist as of the date the Reorganization, or will exist immediately after giving effect thereto;Â Â Â Â (J)Â Â Â Â the representations and warranties made or deemed made by the Borrower, the OP or any other Loan Party in any Loan Document (as amended to incorporate any revisions associated with the Reorganization) to which such Loan Party is a party shall be true and correct in all material respects (except in the case of a representation or warranty qualified by materiality, in which case such representation or warranty shall be true and correct in all respects) on the Assumption Date

except to the extent that such representations and warranties expressly relate solely to an earlier date (in which case such representations and warranties shall have been true and correct in all material respects (except in the case of a representation or warranty qualified by materiality, in which case such representation or warranty shall have been true in all respects) on and as of such earlier date) and except for changes in factual circumstances not prohibited hereunder;Â Â Â Â (K)Â Â Â Â the Administrative Agent shall have received an officerâ€™s certificate from the chief executive officer or chief financial officer of the OP certifying the matters referred to in the immediately preceding sub-clauses (I) and (J); Â Â Â Â (L)Â Â Â Â a Disbursement Instruction Agreement executed by the OP effective as of the Assumption Date; and(M)Â Â Â Â such other documents and instruments as the Administrative Agent, or any Lender through the Administrative Agent, may reasonably request; andÂ Â Â Â (iii)Â Â Â Â the OP shall have provided all information requested by the Administrative Agent and each Lender in order to comply with applicable â€œknow your customerâ€ and anti-money laundering rules and regulations, including without limitation, the Patriot Act; andÂ Â Â Â (iv)Â Â Â Â the Borrower shall have transferred all of its assets to the OP other than those assets the Borrower is permitted to retain in accordance with Section 12.20.(b).(b)Â Â Â Â Immediately upon the effectiveness of the Assumption Transaction and for so long as this Agreement is in effect, and so long as the REIT Entity is not a Guarantor, (i) the REIT Entityâ€™s assets shall consist solely of Equity Interests in the OP or any Wholly Owned Subsidiaries whose assets consist solely of direct or indirect Equity Interests in the OP (provided, that the REIT Entity may (A)Â have cash and other assets of nominal value incidental to its ownership of such Equity Interests, (B) own certain other Equity Interests or such other assets in an aggregate amount not to exceed $50,000,000 (or such greater amount as may be approved by the Administrative Agent solely with respect to Equity Interests or assets held by the REIT Entity at the time of the Reorganization; provided such additional amount shall not exceed $50,000,000 for more than one year following the date of the Reorganization), (C) maintain assets on a temporary or pass-through basis that are held for subsequent payment of dividends or other Restricted Payments not prohibited by Section 9.1.(f) or for contribution to any Subsidiary and (D) contract rights related to the REIT Entityâ€™s status as a public company and (ii)Â neither the REIT Entity nor any Wholly Owned Subsidiaries whose assets consist solely of direct or indirect Equity Interests in the Â Â Â Â Â Â Â Â Â OP (each a â€œParent Entityâ€) shall have any liabilities other than liabilities that would be reflected in consolidated financial statements of the OP (provided, that any Parent Entity may have (1) other liabilities incidental to its status as a publicly traded REIT and not constituting liabilities in respect of Indebtedness for borrowed money, including liabilities associated with employment contracts, employee benefit matters, indemnification obligations pursuant to purchase and sale agreements, banker engagement letters in connection with transactions permitted under this Agreement, and other legacy liabilities arising pursuant to contracts entered into in the ordinary course of business prior to (and not in contemplation of) the Reorganization, (2) liabilities solely relating to the issuance of Equity Interests of the REIT Entity arising pursuant to any merger, purchase, acquisition or other similar agreements in connection with transactions permitted under Section 9.4, in each case other than liabilities constituting Indebtedness, (3) liabilities that are less than or substantially equivalent to any Parent Entityâ€™s liabilities under this Agreement (if any) that arise under any documentation evidencing Indebtedness (including any Unsecured Indebtedness or unsecured convertible Indebtedness permitted under this Agreement) of the Borrower or any of its Subsidiaries that is pari passu or junior to the Obligations, (4) liabilities constituting obligations to satisfy any unsecured convertible Indebtedness of the Borrower or any of its Subsidiaries that is permitted under this Agreement that can be satisfied solely by the issuance of Equity Interests of the REIT Entity not constituting Mandatorily Redeemable Stock (or, to the extent permitted under this Agreement, making cash payments in lieu of fractional shares in connection with any conversion request), (5) nonconsensual obligations imposed by operation of Applicable Law, (6) obligations (i) in the form of Nonrecourse Indebtedness Guarantees and (ii) contingent obligations in relation to ground leases, and (7) other immaterial obligations not exceeding $50,000,000 individually or in the aggregate, immaterial intercompany obligations or other intercompany obligations owing by any Parent Entity to the OP or any Subsidiary of the OP. If at any time the requirements set forth in this Section 12.20.(b) are not satisfied, the REIT Entity shall be required become a Guarantor in accordance with Section 7.13. hereof. SectionÂ 11 Acknowledgement and Consent to Bail-In of Affected Financial Institutions.Â Â Â Â Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, 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:Â Â Â Â Â (a)Â Â Â Â Â 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; andÂ Â Â Â (b)Â Â Â Â Â the effects of any Bail-In Action on any such liability, including, if applicable:Â Â Â Â Â (i)Â Â Â Â Â a reduction in full or in part or cancellation of any such liability;Â Â Â Â Â Â Â Â Â (ii)Â 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 undertaking, 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; orÂ Â Â Â Â Â Â Â (iii)Â 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.SectionÂ 11 No Novation. (a)Â Â Â Â Existing Credit Agreement. Upon satisfaction of the conditions precedent set forth in SectionsÂ 5.1. and 5.2. of this Agreement, this Agreement and the other Loan Documents shall exclusively control and govern the mutual rights and obligations of the parties hereto with respect to the Existing Credit Agreement, and the Existing Credit Agreement shall be superseded in all respects, in each case, on a prospective basis only.Â Â Â Â (b)Â Â Â Â NO NOVATION. THE PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT SOLELY TO AMEND AND RESTATE THE TERMS OF, AND THE OBLIGATIONS OWING UNDER, THE EXISTING CREDIT AGREEMENT. THE PARTIES DO NOT INTEND THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY TO BE, AND THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL NOT BE CONSTRUED TO BE, A NOVATION OF ANY OF THE OBLIGATIONS OWING BY THE BORROWER UNDER OR IN CONNECTION WITH THE EXISTING CREDIT AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS (AS DEFINED IN THE EXISTING CREDIT AGREEMENT).SectionÂ 11 Acknowledgement Regarding Any Supported QFCs.Â Â Â Â To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Derivatives Contracts or any other agreement or instrument that is a QFC (such support, â€œQFC Credit Supportâ€ and, each such QFC, a â€œSupported QFCâ€), the parties acknowledge and agree as follows with respect to the resolution power of the FDIC under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the â€œU.S. Special Resolution Regimesâ€) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States): (a)Â Â Â Â In the event a Covered Entity that is party to a Supported QFC (each, a â€œCovered Partyâ€) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.Â Â Â Â Â Â Â Â (b)Â Â Â Â As used in this Section 12.23, the following terms have the following meanings:â€œBHC Act Affiliateâ€ of a party means an â€œaffiliateâ€ (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.â€œCovered Entityâ€ means any of the following:(i)a â€œcovered entityâ€ as that term is defined in, and interpreted in accordance with, 12 C.F.R. Â§ 252.82(b);(ii)a â€œcovered bankâ€ as that term is defined in, and interpreted in accordance with, 12 C.F.R. Â§ 47.3(b); or(iii)a â€œcovered FSIâ€ as that term is defined in, and interpreted in accordance with, 12 C.F.R. Â§ 382.2(b).â€œDefault Rightâ€ has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. Â§Â§ 252.81, 47.2 or 382.1, as applicable.â€œQFCâ€ has the meaning assigned to the term â€œqualified financial contractâ€ in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).[Signatures on Next Page]Â Â Â Â Â Â Â Â Â Â Â Â IN WITNESS WHEREOF, the parties hereto have caused this Third Amended and Restated Credit Agreement to be executed as of the date first above written.BORROWER:ELME COMMUNITIESBy:Â Â /s/ Steven M. FreishtatÂ Name: Steven M. FreishtatIts: Executive Vice President and Chief Financial Officer[Signatures Continued on Next Page]LEGAL02/42380196v10[Signature Page to Third Amended and Restated Credit Agreement for Elme Communities]WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent, as an Issuing Bank and as a LenderBy: /s/ Scott SolisÂ Â Â Â  Name: Scott Solis Title: Managing DirectorLEGAL02/42380196v10[Signatures Continued on Next Page]Â Â Â Â Â Â Â Â [Signature Page to Third Amended and Restated Credit Agreement for Elme Communities]KEYBANK NATIONAL ASSOCIATION, as an Issuing Bank and as a LenderBy /s/ Sara Smith_____ Name: Sara Smith Title: SVPÂ Â Â Â Â Â Â Â [Signatures Continued on Next Page]Â Â Â Â Â Â Â Â [Signature Page to Third Amended and Restated Credit Agreement for Elme Communities]TRUIST BANK, as a LenderBy: /s/ C. Vincent Hughes, Jr.Â Â Â Â  Name: C. Vincent Hughes, Jr. Title: Director[Signatures Continued on Next Page]Â Â Â Â Â Â Â Â [Signature Page to Third Amended and Restated Credit Agreement for Elme Communities]PNC BANK, NATIONAL ASSOCIATION, as a LenderBy: /s/ Shari L. Reams-HenoferÂ Â Â Â  Name: Shari L. Reams-Henofer Title: Senior Vice President[Signatures Continued on Next Page]Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â [Signature Page to Third Amended and Restated Credit Agreement for Elme Communities]TD BANK N.A., as a LenderBy: /s/ Brian DelGrecoÂ Â Â Â Name: Brian DelGreco Title: Vice President[Signatures Continued on Next Page]Â Â Â Â Â Â Â Â [Signature Page to Third Amended and Restated Credit Agreement for Elme Communities]CAPITAL ONE, NATIONAL ASSOCIATION, as a LenderBy: /s/ Jessica W. Phillips_____ Name: Jessica W. Phillips Title: Authorized SignatoryÂ Â Â Â Â Â Â Â [Signatures Continued on Next Page]Â Â Â Â Â Â Â Â [Signature Page to Third Amended and Restated Credit Agreement for Elme Communities]GOLDMAN SACHS BANK USA, as a LenderBy: /s/ Jonathan DworkinÂ Â Â Â  Name: Jonathan Dworkin Title: Authorized Signatory[Signatures Continued on Next Page]Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â [Signature Page to Third Amended and Restated Credit Agreement for Elme Communities]ASSOCIATED BANK, NATIONAL ASSOCIATION, as a LenderBy: /s/ Mitchell VegaÂ Â Â Â  Name: Mitchell Vega Title: Senior Vice PresidentÂ Â Â Â Â Â Â Â Â Schedule ICommitmentsLenderRevolving Commitment AmountWells Fargo Bank, National Association$83,500,000.00KeyBank National Association$83,500,000.00Truist Bank$66,000,000.00PNC Bank, National Association$66,000,000.00TD Bank, N.A. $66,000,000.00Capital One, National Association$60,000,000.00Goldman Sachs Bank USA$50,000,000.00Associated Bank, National Association$25,000,000.00TOTAL$500,000,000.00 EX-31.1 3 elme-063024exhibit311.htm EX-31.1 DocumentExhibit 31.1 CERTIFICATION I, Paul T. McDermott, certify that: 1.I have reviewed this quarterly report on Form 10-Q of Elme Communities;2.Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;3.Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;4.The registrantâ€™s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:a.Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;b.Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;c.Evaluated the effectiveness of the registrantâ€™s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; 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 officers 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.DATE:August 2, 2024/s/ Paul T. McDermottPaul T. McDermottChief Executive Officer EX-31.2 4 elme-063024exhibit312.htm EX-31.2 DocumentExhibit 31.2CERTIFICATION I, Steven M. Freishtat, certify that: 1.I have reviewed this quarterly report on Form 10-Q of Elme Communities;2.Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;3.Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;4.The registrantâ€™s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:a.Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;b.Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;c.Evaluated the effectiveness of the registrantâ€™s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; 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 officers 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.DATE:August 2, 2024/s/ Steven M. FreishtatSteven M. FreishtatChief Financial Officer(Principal Financial Officer) EX-31.3 5 elme-063024exhibit313.htm EX-31.3 DocumentExhibit 31.3CERTIFICATION I, W. Drew Hammond, certify that: 1.I have reviewed this quarterly report on Form 10-Q of Elme Communities;2.Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;3.Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;4.The registrantâ€™s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:a.Designed such disclosure controls and procedures, or caused such disclosure controls and

procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;b.Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;c.Evaluated the effectiveness of the registrantâ€™s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; 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 officers 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.DATE:August 2, 2024/s/ W. Drew HammondW. Drew HammondChief Administrative Officer(Principal Accounting Officer) EX-32 6 elme-063024exhibit32.htm EX-32 DocumentExhibit 32 WRITTEN STATEMENT OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002 The undersigned, the President and Chief Executive Officer, the Chief Financial Officer and Chief Administrative Officer of Elme Communities, each hereby certifies on the date hereof, that: (a)the Quarterly Report on Form 10-Q for the quarter ended June 30, 2024 filed on the date hereof with the Securities and Exchange Commission (the â€œReportâ€) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and(b)the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Elme Communities.DATE:August 2, 2024/s/ Paul T. McDermottPaul T. McDermottPresident and Chief Executive OfficerDATE:August 2, 2024/s/ Steven M. FreishtatSteven M. FreishtatChief Financial Officer(Principal Financial Officer)DATE:August 2, 2024/s/ W. Drew HammondW. Drew HammondChief Administrative Officer(Principal Accounting Officer) EX-101.SCH 7 elme-20240630.xsd XBRL TAXONOMY EXTENSION SCHEMA DOCUMENT 0000001 - Document - Cover link:presentationLink link:calculationLink link:definitionLink 9952151 - Statement - CONSOLIDATED BALANCE SHEETS link:presentationLink link:calculationLink link:definitionLink 9952152 - Statement - CONSOLIDATED BALANCE SHEETS (Parenthetical) link:presentationLink link:calculationLink link:definitionLink 9952153 - Statement - CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS link:presentationLink link:calculationLink link:definitionLink 9952154 - Statement - CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS) link:presentationLink link:calculationLink link:definitionLink 9952155 - Statement - CONSOLIDATED STATEMENTS OF EQUITY link:presentationLink link:calculationLink link:definitionLink 9952156 - Statement - CONSOLIDATED STATEMENTS OF EQUITY (Parenthetical) link:presentationLink link:calculationLink link:definitionLink 9952157 - Statement - CONSOLIDATED STATEMENTS OF CASH FLOWS link:presentationLink link:calculationLink link:definitionLink 9952158 - Disclosure - NATURE OF BUSINESS link:presentationLink link:calculationLink link:definitionLink 9952159 - Disclosure - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND BASIS OF PRESENTATIONS link:presentationLink link:calculationLink link:definitionLink 9952160 - Disclosure - REAL ESTATE link:presentationLink link:calculationLink link:definitionLink 9952161 - Disclosure - UNSECURED LINE OF CREDIT PAYABLE link:presentationLink link:calculationLink link:definitionLink 9952162 - Disclosure - NOTES PAYABLE link:presentationLink link:calculationLink link:definitionLink 9952163 - Disclosure - DERIVATIVE INSTRUMENTS link:presentationLink link:calculationLink link:definitionLink 9952164 - Disclosure - FAIR VALUE DISCLOSURES link:presentationLink link:calculationLink link:definitionLink 9952165 - Disclosure - SHARE-BASED COMPENSATION link:presentationLink link:calculationLink link:definitionLink 9952166 - Disclosure - EARNINGS PER COMMON SHARE link:presentationLink link:calculationLink link:definitionLink 9952167 - Disclosure - SEGMENT INFORMATION link:presentationLink link:calculationLink link:definitionLink 9952168 - Disclosure - SHAREHOLDERS' EQUITY link:presentationLink link:calculationLink link:definitionLink 9954471 - Disclosure - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND BASIS OF PRESENTATIONS (Policies) link:presentationLink link:calculationLink link:definitionLink 9954472 - Disclosure - UNSECURED LINE OF CREDIT PAYABLE (Tables) link:presentationLink link:calculationLink link:definitionLink 9954473 - Disclosure - DERIVATIVE INSTRUMENTS (Tables) link:presentationLink link:calculationLink link:definitionLink 9954474 - Disclosure - FAIR VALUE DISCLOSURES (Tables) link:presentationLink link:calculationLink link:definitionLink 9954475 - Disclosure - EARNINGS PER COMMON SHARE (Tables) link:presentationLink 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link:definitionLink 9954483 - Disclosure - UNSECURED LINE OF CREDIT PAYABLE - Schedule of Revolving Credit Facility's Borrowings and Repayments (Details) link:presentationLink link:calculationLink link:definitionLink 9954484 - Disclosure - NOTES PAYABLE (Details) link:presentationLink link:calculationLink link:definitionLink 9954485 - Disclosure - DERIVATIVE INSTRUMENTS - Narrative (Details) link:presentationLink link:calculationLink link:definitionLink 9954486 - Disclosure - DERIVATIVE INSTRUMENTS - Schedule of Fair Values of Interest Rate Swaps (Details) link:presentationLink link:calculationLink link:definitionLink 9954487 - Disclosure - DERIVATIVE INSTRUMENTS - Schedule of Net Unrealized Gain (Loss) in/from AOCL (Details) link:presentationLink link:calculationLink link:definitionLink 9954488 - Disclosure - FAIR VALUE DISCLOSURES - Schedule of Fair Value of Assets (Details) link:presentationLink link:calculationLink link:definitionLink 9954489 - Disclosure - FAIR VALUE DISCLOSURES -Narrative (Details) link:presentationLink link:calculationLink link:definitionLink 9954490 - Disclosure - FAIR VALUE DISCLOSURES - Schedule of Carrying Values and Estimated Fair Values of Financial Instruments (Details) link:presentationLink link:calculationLink link:definitionLink 9954491 - Disclosure - SHARE-BASED COMPENSATION (Details) link:presentationLink link:calculationLink link:definitionLink 9954492 - Disclosure - EARNINGS PER COMMON SHARE (Details) link:presentationLink link:calculationLink link:definitionLink 9954493 - Disclosure - SEGMENT INFORMATION - Narrative (Details) link:presentationLink link:calculationLink link:definitionLink 9954494 - Disclosure - SEGMENT INFORMATION - Schedule of Reconciliation of Net Operating Income of Reportable Segments (Details) link:presentationLink link:calculationLink link:definitionLink 9954494 - Disclosure - SEGMENT INFORMATION - Schedule of Reconciliation of Net Operating Income of Reportable Segments (Details) link:presentationLink link:calculationLink link:definitionLink 9954495 - Disclosure - SHAREHOLDERS' EQUITY - Narrative (Details) link:presentationLink link:calculationLink link:definitionLink 9954496 - Disclosure - SHAREHOLDERS' EQUITY - Schedule of Dividend Reinvestment Program (Details) link:presentationLink link:calculationLink link:definitionLink EX-101.CAL 8 elme-20240630_cal.xml XBRL TAXONOMY EXTENSION CALCULATION LINKBASE DOCUMENT EX-101.DEF 9 elme-20240630_def.xml XBRL TAXONOMY EXTENSION DEFINITION LINKBASE DOCUMENT EX-101.LAB 10 elme-20240630_lab.xml XBRL TAXONOMY EXTENSION LABEL LINKBASE DOCUMENT Federal Funds Rate Fed Funds Effective Rate Overnight Index Swap Rate [Member] Other Corporate Segment and Other Operating Segment [Member] Rents and other receivables Accounts and Financing Receivable, after Allowance for Credit Loss Adjustments to reconcile net loss to net cash provided by operating activities: Adjustments to Reconcile Net Income (Loss) to Cash Provided by (Used in) Operating Activities [Abstract] Statistical Measurement [Domain] Statistical Measurement [Domain] Derivatives, Fair Value [Line Items] Derivatives, Fair Value [Line Items] Other income Other income Other Nonoperating Income Cover [Abstract] Cover [Abstract] Net decrease in cash, cash equivalents and restricted cash Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents, Period Increase (Decrease), Including Exchange Rate Effect Trading Symbol Trading Symbol Segment Reporting Information [Line Items] Segment Reporting Information [Line Items] All Trading Arrangements All Trading Arrangements [Member] Compensation Actually Paid vs. Net Income Compensation Actually Paid vs. Net Income [Text Block] Non-NEOs Non-NEOs [Member] Schedule of Computation of Basic and Diluted Earnings Per Share Schedule of Earnings Per Share, Basic and Diluted [Table Text Block] Rule 10b5-1 Arrangement Adopted Rule 10b5-1 Arrangement Adopted [Flag] Dividends declared per share (in dollars per share) Dividends declared per common share (in dollars per share) Common Stock, Dividends, Per Share, Declared Awards Close in Time to MNPI Disclosures Awards Close in Time to MNPI Disclosures [Table] Derivative [Line Items] Derivative [Line Items] Variable Rate Component One Variable Rate Component One [Member] Variable Rate Component One Distributions to noncontrolling interests Noncontrolling Interest, Decrease from Distributions to Noncontrolling Interest Holders Pay vs Performance Disclosure [Line Items] Line of Credit Facility [Table] Line of Credit Facility [Table] Peer Group Total Shareholder Return Amount Peer Group Total Shareholder Return Amount Derivative [Table] Derivative [Table] Non-Rule 10b5-1 Arrangement Adopted Non-Rule 10b5-1 Arrangement Adopted [Flag] Transformation Costs Costs Associated with Exit or Disposal Activities or Restructurings, Policy [Policy Text Block] Share grants, net of forfeitures and tax withholdings (in shares) Stock Issued During Period, Shares, Restricted Stock Award, Net of Forfeitures Schedule of Fair Values of Interest Rate Swaps Schedule of Derivative Instruments in Statement of Financial Position, Fair Value [Table Text Block] FAIR VALUE DISCLOSURES Fair Value Disclosures [Text Block] Award Timing Disclosures [Line Items] Other Performance Measure, Amount Other Performance Measure, Amount 2018 Term Loan 2018 Term Loan [Member] 2018 Term Loan [Member] Portion at Fair Value Measurement Portion at Fair Value Measurement [Member] Shares of beneficial interest, outstanding (in shares) Beginning balance (in shares) Ending balance (in shares) Common Stock, Shares, Outstanding Shares issued under Dividend Reinvestment Program (in shares) Shares issued under dividend reinvestment program (in shares) Issuance of common shares (in shares) Stock Issued During Period, Shares, Dividend Reinvestment Plan Plan Name [Domain] Plan Name [Domain] Term Loan Loans Payable [Member] Riverside Apartments Riverside Apartments [Member] Riverside Apartments Entity Tax Identification Number Entity Tax Identification Number Loss reclassified from accumulated other comprehensive loss into interest expense Other Comprehensive Income (Loss), Cash Flow Hedge, Amortization, Reclassification, After Tax Other Comprehensive Income (Loss), Cash Flow Hedge, Amortization, Reclassification, After Tax Income producing property, at cost Real Estate Investment Property, at Cost Net cash provided by operating activities Net Cash Provided by (Used in) Operating Activities Cash flows from operating activities Net Cash Provided by (Used in) Operating Activities [Abstract] Plan Name [Axis] Plan Name [Axis] Payments received for land easements Proceeds From Land Easement Proceeds From Land Easement Equity Components [Axis] Equity Components [Axis] Award Timing Method Award Timing Method [Text Block] Trading Arrangements, by Individual Trading Arrangements, by Individual [Table] Measurement Frequency [Axis] Measurement Frequency [Axis] Entity Common Stock, Shares Outstanding Entity Common Stock, Shares Outstanding Insider Trading Policies and Procedures [Line Items] Use of Estimates in the Financial Statements Use of Estimates, Policy [Policy Text Block] Total expenses Costs and Expenses Adjustment to Compensation, Amount Adjustment to Compensation Amount Compensation Amount Outstanding Recovery Compensation Amount Aggregate Change in Present Value of Accumulated Benefit for All Pension Plans Reported in Summary Compensation Table Aggregate Change in Present Value of Accumulated Benefit for All Pension Plans Reported in Summary Compensation Table [Member] Entity Small Business Entity Small Business Company Selected Measure Amount Company Selected Measure Amount Geographical [Axis] Geographical [Axis] Tabular List, Table Tabular List [Table Text Block] LevelÂ 3 Fair Value, Inputs, Level 3 [Member] Outside Of Washington, DC Metro Region Outside Of Washington, DC Metro Region [Member] Outside Of Washington, DC Metro Region Share-based Compensation Arrangement by Share-based Payment Award [Line Items] Share-Based Compensation Arrangement by Share-Based Payment Award [Line Items] Aggregate Grant Date Fair Value of Equity Award Amounts Reported in Summary Compensation Table Aggregate Grant Date Fair Value of Equity Award Amounts Reported in Summary Compensation Table [Member] Advance rents Advance Rent Credit Facility [Domain] Credit Facility [Domain] Cash, cash equivalents and restricted cash at beginning of period Cash, cash equivalents and restricted cash at end of period Cash, cash equivalents and restricted cash Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents Compensation costs not yet recognized Share-Based Payment Arrangement, Nonvested Award, Cost Not yet Recognized, Amount Real estate impairment Impairment of Real Estate Payment of tax withholdings for restricted share awards Payment, Tax Withholding, Share-Based Payment Arrangement Net loss Income (Loss) from Continuing Operations, Net of Tax, Attributable to Parent Residential Residential Segment [Member] Residential Segment Equity Distribution Agreements [Line Items] Equity Distribution Agreements [Line Items] Equity Distribution Agreements [Line Items] Forgone Recovery due to Disqualification of Tax Benefits, Amount Forgone Recovery due to Disqualification of Tax Benefits, Amount Employee Stock Option Share-Based Payment Arrangement, Option [Member] Interest rate derivatives Derivative Financial Instruments, Liabilities [Member] Number of interest rate swap arrangements Number of Interest Rate Derivatives Held Fair Value Disclosures [Abstract] Fair Value Disclosures [Abstract] Accumulated depreciation and amortization Real Estate Investment Property, Accumulated Depreciation Comprehensive loss Comprehensive Income (Loss), Net of Tax, Attributable to Parent Common shares of beneficial interest reserved for future issuance Common Stock, Capital Shares Reserved for Future Issuances, Value Common Stock, Capital Shares Reserved for Future Issuances, Value Preferred shares, outstanding (in shares) Preferred Stock, Shares Outstanding Security Exchange Name Security Exchange Name Term loan, extension, term Term Loan, Extension, Term Term Loan, Extension, Term Basis spread on variable rate (percent) Debt Instrument, Basis Spread on Variable Rate Award Type [Axis] Award Type [Axis] Restricted Cash Cash and Cash Equivalents, Restricted Cash and Cash Equivalents, Policy [Policy Text Block] Non-real estate capital improvements Payments to Acquire Other Productive Assets Total liabilities Liabilities Noncontrolling interests in subsidiaries Equity, Attributable to Noncontrolling Interest Shares of beneficial interest, par value (in dollars per share) Common Stock, Par or Stated Value Per Share Forgone Recovery, Explanation of Impracticability Forgone Recovery, Explanation of Impracticability [Text Block] Schedule of Share-based Compensation Arrangements by Share-based Payment Award [Table] Schedule of Share-Based Compensation Arrangements by Share-Based Payment Award [Table] Revolving Credit Facility Revolving Credit Facility [Member] Expiration Date Trading Arrangement Expiration Date Real estate taxes and insurance Real Estate Taxes and Insurance Cash flows from investing activities Net Cash Provided by (Used in) Investing Activities [Abstract] Numerator: Earnings Per Share, Numerator [Abstract] Earnings Per Share, Numerator [Abstract] Total Shareholder Return Amount Total Shareholder Return Amount Shares of beneficial interest, issued (in shares) Common Stock, Shares, Issued Equity Awards Adjustments, Footnote Equity Awards Adjustments, Footnote [Text Block] Concentration risk, percentage (as a percent) Concentration Risk, Percentage Revolving credit facility borrowing capacity Credit agreement, aggregate maximum borrowing capacity including accordion feature Committed capacity Line of Credit Facility, Maximum Borrowing Capacity SERP Other Assets, Fair Value Disclosure Interest rate derivatives Derivative Liability Insider Trading Policies and Procedures Adopted Insider Trading Policies and Procedures Adopted [Flag] Debt Instrument [Line Items] Debt Instrument [Line Items] Named Executive Officers, Footnote Named Executive Officers, Footnote [Text Block] Interest Rate Swap Effective July 2023, Two Interest Rate Swap Effective July 2023, Two [Member] Interest Rate Swap Effective July 2023, Two Shares of beneficial interest, authorized (in shares) Common Stock, Shares Authorized Derivative Assets (Liabilities) Derivative Assets (Liabilities), at Fair Value, Net Basis of Presentation Basis of Accounting, Policy [Policy Text Block] Weighted average shares outstanding - diluted (in shares) Weighted Average Number of Shares Outstanding, Diluted Other comprehensive income: Other Comprehensive Income (Loss), Net of Tax, Portion Attributable to Parent [Abstract] MNPI Disclosure Timed for Compensation Value MNPI Disclosure Timed for Compensation Value [Flag] Schedule of Dividend Reinvestment Program Schedule Of Dividend Reinvestment Program Activity [Table Text Block] Schedule Of Dividend Reinvestment Program Activity [Table Text Block] Long-term Debt, Type [Axis] Long-Term Debt, Type [Axis] Total shareholdersâ€™ equity Equity, Attributable to Parent Net income producing property Real Estate Investment Property, Net Term loan, number of extensions allowed Term Loan Facility, Number Of Extensions Allowed Term Loan Facility, Number Of Extensions Allowed Interest expense Interest expense Interest Expense, Nonoperating Concentration Risk Type [Domain] Concentration Risk Type [Domain] Interest Rate Swap Effective July 2023, One Interest Rate Swap Effective July 2023, One [Member] Interest Rate Swap Effective July 2023, One Recurring Fair Value, Recurring [Member] Sale of Stock [Domain] Sale of Stock [Domain] Aggregate number of shares authorized for stock based awards (in shares) Share-Based Compensation Arrangement by Share-Based Payment Award, Number of Shares Authorized Changes in operating other liabilities Increase (Decrease) in Other Operating Liabilities Pension Adjustments Prior Service Cost Pension Adjustments Prior Service Cost [Member] Document Fiscal Period Focus Document Fiscal Period Focus All Executive Categories All Executive Categories [Member] Changed Peer Group, Footnote Changed Peer Group, Footnote [Text Block] Assets Assets [Abstract] Fair Value, by Balance Sheet Grouping [Table] Fair Value, by Balance Sheet Grouping

[Table] Document Type Document Type Derivative Contract [Domain] Derivative Contract [Domain] Facility fee (percent) Line of Credit Facility, Commitment Fee Percentage Pension Benefits Adjustments, Footnote Pension Benefits Adjustments, Footnote [Text Block] Schedule of Reconciliation of Net Operating Income of Reportable Segments Schedule of Segment Reporting Information, by Segment [Table Text Block] Total Shareholder Return Vs Peer Group Total Shareholder Return Vs Peer Group [Text Block] Accordion feature, higher borrowing capacity option Line of Credit Facility, Accordion Feature, Higher Borrowing Capacity Option Line of Credit Facility, Accordion Feature, Higher Borrowing Capacity Option Total Shareholdersâ€™ Equity Parent [Member] Maximum Maximum [Member] Equity Valuation Assumption Difference, Footnote Equity Valuation Assumption Difference, Footnote [Text Block] Term Secured Overnight Financing Rate Term Secured Overnight Financing Rate [Member] Term Secured Overnight Financing Rate Number of properties Number Of Communities Number Of Communities Accounting Policies [Abstract] Accounting Policies [Abstract] Liabilities Liabilities [Abstract] Revenue Revenues [Abstract] Fair Value Measurement Fair Value Measurement, Policy [Policy Text Block] Current Fiscal Year End Date Current Fiscal Year End Date Variable Rate Component [Domain] Variable Rate Component [Domain] Variable Rate Component [Domain] Statistical Measurement [Axis] Statistical Measurement [Axis] PEO Name PEO Name Non-Rule 10b5-1 Arrangement Terminated Non-Rule 10b5-1 Arrangement Terminated [Flag] Distributions to noncontrolling interests Payments to Noncontrolling Interests Non-PEO NEO Average Total Compensation Amount Non-PEO NEO Average Total Compensation Amount Award Type [Domain] Award Type [Domain] Name Outstanding Recovery, Individual Name Compensation Actually Paid vs. Company Selected Measure Compensation Actually Paid vs. Company Selected Measure [Text Block] Non-PEO NEO Non-PEO NEO [Member] Property management Property management expenses Costs of Goods and Services Sold, Property Management Costs of Goods and Services Sold, Property Management Additional PaidÂ in Capital Additional Paid-in Capital [Member] Award Timing Predetermined Award Timing Predetermined [Flag] Subsequent Event Type [Domain] Subsequent Event Type [Domain] Notes payable, net Notes Payable Recent Accounting Pronouncements New Accounting Pronouncements, Policy [Policy Text Block] Diluted net loss per common share (in dollars per share) Earnings Per Share, Diluted Name Measure Name Entity Interactive Data Current Entity Interactive Data Current Restatement does not require Recovery Restatement Does Not Require Recovery [Text Block] Deferred tax asset Deferred Tax Assets, Investment in Subsidiaries Preferred shares, issued (in shares) Preferred Stock, Shares Issued Schedule of Fair Value of Assets Schedule of Fair Value, Assets and Liabilities Measured on Recurring Basis [Table Text Block] Statement of Financial Position [Abstract] Statement of Financial Position [Abstract] Total real estate held for investment, net Real Estate Investments, Net Share-based compensation expense Share-Based Payment Arrangement, Noncash Expense Net loss Net Income (Loss), Including Portion Attributable to Noncontrolling Interest Fair value of share awards vested Share-Based Compensation Arrangement by Share-Based Payment Award, Equity Instruments Other than Options, Vested in Period, Fair Value Other income (expense) Nonoperating Income (Expense) [Abstract] Derivative notional amount Aggregate Notional Amount Derivative, Notional Amount Fair value of derivative assets Interest rate derivatives Derivative Asset Supplemental disclosure of cash flow information: Supplemental Cash Flow Information [Abstract] Adjusted net loss, diluted Net Income (Loss) Available to Common Stockholders, Diluted Recognition period for compensation expense Share-Based Payment Arrangement, Nonvested Award, Cost Not yet Recognized, Period for Recognition Product Information [Line Items] Product Information [Line Items] Total other income (expense) Nonoperating Income (Expense) Capital improvements to real estate Payments for Capital Improvements Statement of Comprehensive Income [Abstract] Statement of Comprehensive Income [Abstract] Concentration Risk Benchmark [Domain] Concentration Risk Benchmark [Domain] Change in accrued capital improvements and development costs Change In Accrued Capital Improvement And Development Costs Change In Accrued Capital Improvement And Development Costs Adjusted Daily Simple Secured Overnight Financing Rate Adjusted Daily Simple Secured Overnight Financing Rate [Member] Adjusted Daily Simple Secured Overnight Financing Rate Equity Distribution Agreements [Table] Equity Distribution Agreements [Table] Equity Distribution Agreements [Table] Net cash used in investing activities Net Cash Provided by (Used in) Investing Activities Real estate operating income Operating Income (Loss) Aggregate number of shares additional authorized for stock based awards (in shares) Share-Based Compensation Arrangement by Share-Based Payment Award, Number of Additional Shares Authorized Variable Rate [Domain] Variable Rate [Domain] Debt instrument base rate spread on variable rate (percent) Debt Instrument Base Rate Component Basis Spread On Variable Rate Debt Instrument Base Rate Component Basis Spread On Variable Rate Number of reportable segments Number of Reportable Segments Total liabilities and equity Liabilities and Equity Dividends Dividends Rule 10b5-1 Arrangement Terminated Rule 10b5-1 Arrangement Terminated [Flag] All Adjustments to Compensation All Adjustments to Compensation [Member] Fair Value Hierarchy and NAV [Axis] Fair Value Hierarchy and NAV [Axis] Gain on land easements Gain (Loss) On Land Easement Gain (Loss) On Land Easement Additional paid in capital Additional Paid in Capital DERIVATIVE INSTRUMENTS Derivative Instruments and Hedging Activities Disclosure [Text Block] Dividends paid Payments of Dividends Payment of financing costs Payment of Financing and Stock Issuance Costs Underlying Security Market Price Change Underlying Security Market Price Change, Percent Individual: Individual [Axis] Share grants, net of forfeitures and tax withholdings Stock Issued During Period, Value, Restricted Stock Award, Net of Forfeitures Accumulated Other Comprehensive Loss AOCI Attributable to Parent [Member] Name of Property [Domain] Name of Property [Domain] Long-term Debt, Type [Domain] Long-Term Debt, Type [Domain] Entity Address, State or Province Entity Address, State or Province Statement [Line Items] Statement [Line Items] Derivative Instruments and Hedging Activities Disclosure [Abstract] Derivative Instruments and Hedging Activities Disclosure [Abstract] Erroneous Compensation Analysis Erroneous Compensation Analysis [Text Block] Compensation Actually Paid vs. Total Shareholder Return Compensation Actually Paid vs. Total Shareholder Return [Text Block] Variable Rate Component [Axis] Variable Rate Component [Axis] Variable Rate Component Weighted average grant date fair value (in dollars per share) Share-Based Compensation Arrangement by Share-Based Payment Award, Equity Instruments Other than Options, Nonvested, Weighted Average Grant Date Fair Value Interest Rate Swap, Previously Settled Interest Rate Swap, Previously Settled [Member] Interest Rate Swap, Previously Settled Equity Distribution Agreement Equity Distribution Agreement [Member] Equity Distribution Agreement Restricted Share Awards Restricted Share Awards [Member] Restricted Share Awards [Member] Capital expenditures Segment Capital Expenditures Payment for capital expenditures by segment Fixed interest rate (percent) Derivative, Fixed Interest Rate Minimum Minimum [Member] Restatement Determination Date Restatement Determination Date FairÂ Value Estimate of Fair Value Measurement [Member] Notes payable, net Notes Payable, Fair Value Disclosure Adoption Date Trading Arrangement Adoption Date Pay vs Performance Disclosure Pay vs Performance Disclosure [Table] Erroneously Awarded Compensation Recovery Erroneously Awarded Compensation Recovery [Table] Credit losses on lease related receivables Accounts Receivable, Credit Loss Expense (Reversal) Segments [Axis] Segments [Axis] Change in Fair Value as of Vesting Date of Prior Year Equity Awards Vested in Covered Year Change in Fair Value as of Vesting Date of Prior Year Equity Awards Vested in Covered Year [Member] Derivative Instrument [Axis] Derivative Instrument [Axis] Long-term debt, gross Long-Term Debt, Gross Exercise Price Award Exercise Price Line of credit Lines of Credit, Fair Value Disclosure EARNINGS PER COMMON SHARE Earnings Per Share [Text Block] Arrangement Duration Trading Arrangement Duration Schedule of Net Unrealized Gain (Loss) in/from AOCL Schedule of Cash Flow Hedges Included in Accumulated Other Comprehensive Income (Loss) [Table Text Block] Subsequent event Subsequent Event [Member] Expenses Costs and Expenses [Abstract] Unrealized (loss) gain on interest rate hedges Other Comprehensive Income (Loss), Cash Flow Hedge, Gain (Loss), before Reclassification, after Tax Shareholdersâ€™ equity Equity, Attributable to Parent [Abstract] Name of Property [Axis] Name of Property [Axis] Peer Group Issuers, Footnote Peer Group Issuers, Footnote [Text Block] Segment [Domain] Segments [Domain] Material Terms of Trading Arrangement Material Terms of Trading Arrangement [Text Block] Debt instrument term Debt instrument term Debt Instrument, Term All Individuals All Individuals [Member] SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND BASIS OF PRESENTATIONS Basis of Presentation and Significant Accounting Policies [Text Block] Repayments of unsecured term loan debt Repayments of Unsecured Debt Borrowings Proceeds from Lines of Credit PEO PEO [Member] Real Estate [Line Items] Real Estate [Line Items] Variable Rate [Axis] Variable Rate [Axis] Name Trading Arrangement, Individual Name Statement of Stockholders' Equity [Abstract] Statement of Stockholders' Equity [Abstract] Fair Values Derivatives, Balance Sheet Location, by Derivative Contract Type [Table] Fair Values Derivatives, Balance Sheet Location, by Derivative Contract Type [Table] Tenant security deposits Security Deposit Liability Schedule of Revolving Credit Facility's Unsecured Line of Credit Unused and Available and its Borrowings and Repayments Schedule of Line of Credit Facilities [Table Text Block] Term of allowable extension (in months) Line Of Credit, Extension, Term Line Of Credit, Extension, Term Awards Close in Time to MNPI Disclosures, Table Awards Close in Time to MNPI Disclosures [Table Text Block] Line of Credit [Roll Forward] Line Of Credit Activity [Roll Forward] Line Of Credit Activity [Roll Forward] Dividend payable Dividend payable Dividends Payable Assets: Assets, Fair Value Disclosure [Abstract] Prior Year End Fair Value of Equity Awards Granted in Any Prior Year that Fail to Meet Applicable Vesting Conditions During Covered Year Prior Year End Fair Value of Equity Awards Granted in Any Prior Year that Fail to Meet Applicable Vesting Conditions During Covered Year [Member] Revenue, type [Extensible Enumeration] Revenue, Product and Service [Extensible Enumeration] Cash and cash equivalents Cash and Cash Equivalents, Fair Value Disclosure Aggregate Erroneous Compensation Amount Aggregate Erroneous Compensation Amount Income producing property Rental Properties Number of extensions allowed Line Of Credit Facility, Number Of Extensions Allowed Line Of Credit Facility, Number Of Extensions Allowed Local Phone Number Local Phone Number Liability Class [Axis] Liability Class [Axis] Deferred tax valuation allowance Deferred Tax Assets, Valuation Allowance Line of credit repayments, net Proceeds from (Repayments of) Lines of Credit Aggregate Erroneous Compensation Not Yet Determined Aggregate Erroneous Compensation Not Yet Determined [Text Block] Property operating and maintenance Property Operating and Maintenance Property Operating and Maintenance Dividend Reinvestment Program Dividend Reinvestment Program [Abstract] Dividend Reinvestment Program At The Market Offering Program At The Market Offering Program [Member] At The Market Offering Program Changes in operating other assets Increase (Decrease) in Other Operating Assets PEO Total Compensation Amount PEO Total Compensation Amount Real Estate [Domain] Real Estate [Domain] Debt Disclosure [Abstract] Debt Disclosure [Abstract] SharesÂ of Beneficial InterestÂ at ParÂ Value Common Stock [Member] Measure: Measure [Axis] 2023 Term Loan 2023 Term Loan [Member] 2023 Term Loan Preferred shares, authorized (in shares) Preferred Stock, Shares Authorized Forgone Recovery due to Expense of Enforcement, Amount Forgone Recovery due to Expense of Enforcement, Amount Unsecured Line of Credit Payable Line of Credit [Member] Entity Emerging Growth Company Entity Emerging Growth Company Segment Reporting [Abstract] Segment Reporting [Abstract] Entity Central Index Key Entity Central Index Key Debt instrument, adjustment rate Debt Instrument, Adjustment Rate Debt Instrument, Adjustment Rate Non-GAAP Measure Description Non-GAAP Measure Description [Text Block] Non-PEO NEO Average Compensation Actually Paid Amount Non-PEO NEO Average Compensation Actually Paid Amount SHAREHOLDERS' EQUITY Equity [Text Block] Award Timing, How MNPI Considered Award Timing, How MNPI Considered [Text Block] Equity Component [Domain] Equity Component [Domain] Preferred shares, par value (in dollars per share) Preferred Stock, Par or Stated Value Per Share Interest Rate Swap Effective January 2025, Two Interest Rate Swap Effective January 2025, Two [Member] Interest Rate Swap Effective January 2025, Two Washington Real Estate Investment Trust 2016 Omnibus Incentive Plan Washington Real Estate Investment Trust 2016 Omnibus Incentive Plan [Member] Washington Real Estate Investment Trust 2016 Omnibus Incentive Plan [Member] SEGMENT INFORMATION Segment Reporting Disclosure [Text Block] Reconciliation of cash, cash equivalents and restricted cash: Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents [Abstract] Additional 402(v) Disclosure Additional 402(v) Disclosure [Text Block] Entity Shell Company Entity Shell Company Measurement Basis [Axis] Measurement Basis [Axis] Entity Incorporation, State or Country Code Entity Incorporation, State or Country Code Title Trading Arrangement, Individual Title Unsecured Debt Unsecured Debt [Member] Consolidated Entities [Axis] Consolidated Entities [Axis] Statement [Table] Statement [Table] Accounts payable and other liabilities Accounts Payable and Accrued Liabilities Measurement Frequency [Domain] Measurement Frequency [Domain] City Area Code City Area Code Properties under development or held for future development Development in Process Cash paid for interest, net of amounts capitalized Interest Paid, Excluding Capitalized Interest, Operating Activities Office Office Building [Member] Insider Trading Policies and Procedures Not Adopted Insider Trading Policies and Procedures Not Adopted [Text Block] Concentration Risk Benchmark [Axis] Concentration Risk Benchmark [Axis] LevelÂ 1 Fair Value, Inputs, Level 1 [Member] Statement of Cash Flows [Abstract] Statement of Cash Flows [Abstract] Unused and available Line of Credit Facility, Remaining Borrowing Capacity Weighted average price per share (in dollars per share) Stock Issued During Period, Weighted Average Price Per Share, Dividend Reinvestment Plan Stock Issued During Period, Weighted Average Price Per Share, Dividend Reinvestment Plan Schedule of Long-term Debt Instruments [Table] Schedule of Long-Term Debt Instruments [Table] Schedule of Segment Reporting Information, by Segment [Table] Schedule of Segment Reporting Information, by Segment [Table] Subsequent Event Type [Axis] Subsequent Event Type [Axis] Proceeds from term loan Proceeds from Issuance of Unsecured Debt Earnings Per Share [Abstract] Earnings Per Share [Abstract] Equity [Abstract] Equity [Abstract] Estimated amount to be reclassified within next twelve months as an increase to interest expense Cash Flow Hedge Gain (Loss) to be Reclassified within 12 Months Repayments Repayments of Long-Term Lines of Credit General and administrative General and administrative expenses General and Administrative Expense Organization, Consolidation and Presentation of Financial Statements [Abstract] Organization, Consolidation and Presentation of Financial Statements [Abstract] Aggregate Available Trading Arrangement, Securities Aggregate Available Amount Equity Awards Adjustments Equity Awards Adjustments [Member] Net cash used in financing activities Net Cash Provided by (Used in) Financing Activities Underlying Securities Award Underlying Securities Amount Transformation costs Transformation costs Transformation Costs Transformation Costs Credit Facility [Axis] Credit Facility [Axis] Amendment Flag Amendment Flag Carrying Value Reported Value Measurement [Member] Entity Registrant Name Entity Registrant Name Adjustment to Non-PEO NEO Compensation Footnote Adjustment to Non-PEO NEO Compensation Footnote [Text Block] Stock Appreciation Rights (SARs) Stock Appreciation Rights (SARs) [Member] Depreciation and amortization Depreciation, Depletion and Amortization Net operating income Gross Profit Fair Value as of Grant Date Award Grant Date Fair Value Fair value measurement of assets or liabilities Fair Value, Net Asset (Liability) LevelÂ 2 Fair Value, Inputs, Level 2 [Member] UNSECURED LINE OF CREDIT PAYABLE Debt Disclosure [Text Block] Fair Value, Measurements, Fair Value Hierarchy [Domain] Fair Value Hierarchy and NAV [Domain] Restricted cash Restricted Cash, Fair Value Disclosure Restricted Cash, Fair Value Disclosure Equity Equity, Including Portion Attributable to Noncontrolling Interest [Abstract] Geographical [Domain] Geographical [Domain] Recovery of Erroneously Awarded Compensation Disclosure [Line Items] Debt instrument face amount Debt Instrument, Face Amount Prepaid expenses and other assets Prepaid Expense and Other Assets Entity Address, Postal Zip Code Entity Address, Postal Zip Code Principles of Consolidation Consolidation, Policy [Policy Text Block] Interest rate derivatives Interest Rate Swap [Member] Restatement Determination Date: Restatement Determination Date [Axis] Title of 12(b) Security Title of 12(b) Security Concentration Risk Type [Axis] Concentration Risk Type [Axis] Shares of beneficial interest, $0.01 par value; 150,000 shares authorized; 88,011Â and 87,867 shares issued and outstanding,Â as of June 30, 2024 and December 31, 2023, respectively Common Stock, Value, Issued Land Land Share-based Payment Arrangement [Abstract] Share-Based Payment Arrangement [Abstract] Cash and cash equivalents Cash and Cash Equivalents, at Carrying Value Year-over-Year Change in Fair Value of Equity Awards Granted in Prior Years That are Outstanding and Unvested Year-over-Year Change in Fair Value of Equity Awards Granted in Prior Years That are Outstanding and Unvested [Member] Proceeds from dividend reinvestment program Net proceeds Proceeds from Issuance of Common Stock, Dividend Reinvestment Plan Loss on extinguishment of debt Loss on extinguishment of debt Gain (Loss) on Extinguishment of Debt Fair Value by Liability Class [Domain] Fair Value by Liability Class [Domain] 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 Unvested Year-end Fair Value of Equity Awards Granted in Covered Year that are Outstanding and Unvested [Member] Number of properties that do not meet criteria for reportable segment Number Of Properties That Do Not Meet Criteria For Reportable Segment Number Of Properties That Do Not Meet Criteria For Reportable Segment Preferred shares; $0.01 par value; 10,000 shares authorized; no shares issued or outstanding Preferred Stock, Value, Issued Depreciation and amortization Depreciation and amortization Depreciation, Depletion and Amortization, Nonproduction Fair Value Measurement [Domain] Fair Value Measurement [Domain] Basic net loss per common share (in dollars per share) Earnings Per Share, Basic Distributions in excess of net income Accumulated Distributions in Excess of Net Income REAL ESTATE Real Estate Disclosure [Text Block] Adjustment To PEO Compensation, Footnote Adjustment To PEO Compensation, Footnote [Text Block] Award Timing MNPI Disclosure Award Timing MNPI Disclosure [Text Block] Incentive plan, period in effect (in years) Share-Based Compensation Arrangement by Share-Based Payment Award, Expiration Period Nature of Operation, Product Information, Concentration of Risk [Table] Nature of Operation, Product Information, Concentration of Risk [Table] Aggregate Pension Adjustments Service Cost Aggregate Pension Adjustments Service Cost [Member] Adjusted net loss, basic Net Income (Loss) Available to Common Stockholders, Basic Compensation Actually Paid vs. Other Measure Compensation Actually Paid vs. Other Measure [Text Block] NOTES PAYABLE Notes Payable Disclosure [Text Block] Notes Payable Disclosure Vesting Date Fair Value of Equity Awards Granted and Vested in Covered Year Vesting Date Fair Value of Equity Awards Granted and Vested in Covered Year [Member] Total assets Total assets Assets Real estate expenses Cost of Goods and Services Sold Line of credit Borrowings outstanding Beginning balance Ending balance Long-Term Line of Credit Forgone Recovery due to Violation of Home Country Law, Amount Forgone Recovery due to Violation of Home Country Law, Amount Termination Date Trading Arrangement

Termination Date NATURE OF BUSINESS Nature of Operations [Text Block] Fair Value, Balance Sheet Grouping, Financial Statement Captions [Line Items] Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items] Real estate rental revenue Revenues SHARE-BASED COMPENSATION Share-Based Payment Arrangement [Text Block] Entity Address, City or Town Entity Address, City or Town Lessee Accounting Lessee, Leases [Policy Text Block] Debt Instrument [Axis] Debt Instrument [Axis] Other income (expense): Segment Reporting Information, Income (Loss) before Income Taxes [Abstract] Stock based compensation expense Share-Based Payment Arrangement, Expense Net loss Net loss Net Income (Loss) Attributable to Parent Trading Arrangement: Trading Arrangement [Axis] Interest Rate Swap Effective January 2025, One Interest Rate Swap Effective January 2025, One [Member] Interest Rate Swap Effective January 2025, One Pay vs Performance Disclosure, Table Pay vs Performance [Table Text Block] Equity Awards Adjustments, Excluding Value Reported in Compensation Table Equity Awards Adjustments, Excluding Value Reported in the Compensation Table [Member] Dividends or Other Earnings Paid on Equity Awards not Otherwise Reflected in Total Compensation for Covered Year Dividends or Other Earnings Paid on Equity Awards not Otherwise Reflected in Total Compensation for Covered Year [Member] Entity File Number Entity File Number Liabilities: Liabilities, Fair Value Disclosure [Abstract] Consolidated Entities [Domain] Consolidated Entities [Domain] Document Fiscal Year Focus Document Fiscal Year Focus Noncontrolling InterestsÂ in Subsidiaries Noncontrolling Interest [Abstract] Income Statement [Abstract] Income Statement [Abstract] Entity Address, Address Line One Entity Address, Address Line One Entity Address, Address Line Two Entity Address, Address Line Two Debt Instrument, Name [Domain] Debt Instrument, Name [Domain] Name Forgone Recovery, Individual Name Document Period End Document Period End Date Sale of Stock [Axis] Sale of Stock [Axis] Property Concentration Risk Property Concentration Risk [Member] Property Concentration Risk Award Timing MNPI Considered Flag [Text Block] Fair Value, Recurring and Nonrecurring [Table] Total unvested restricted share awards (in shares) Share-Based Compensation Arrangement by Share-Based Payment Award, Equity Instruments Other than Options, Nonvested, Number Shares issued under Dividend Reinvestment Program Stock Issued During Period, Value, Dividend Reinvestment Plan Insider Trading Arrangements [Line Items] Line of Credit Facility [Line Items] Line of Credit Facility [Line Items] TRSs Taxable Reit Subsidiary [Member] Taxable Reit Subsidiary [Member] Outstanding Aggregate Erroneous Compensation Amount Outstanding Aggregate Erroneous Compensation Amount Variable Rate Component Two Variable Rate Component Two [Member] Variable Rate Component Two Schedule of Carrying Values and Estimated Fair Values of Financial Instruments Fair Value Disclosure of Asset and Liability Not Measured at Fair Value [Table Text Block] Real Estate [Abstract] Real Estate [Abstract] Carrying Value and Estimated Fair Value Disclosure Balance Sheet Grouping, Financial Statement Captions [Line Items] PEO Actually Paid Compensation Amount PEO Actually Paid Compensation Amount Riverside Developments Riverside Developments [Member] Riverside Developments [Member] DistributionsÂ in ExcessÂ of NetÂ Income Accumulated Distributions in Excess of Net Income [Member] Adjustment to Compensation: Adjustment to Compensation [Axis] Document Registration Report Document Transition Report Document Quarterly Report Document Quarterly Report Reclassification of unrealized loss on interest rate derivatives to earnings Amortization of swap settlements Other Comprehensive Income (Loss), Cash Flow Hedge, Gain (Loss), Reclassification, after Tax Common stock, remained unsold upon termination Common Stock, Capital Shares Reserved For Future Issuances, Remained Unsold Upon Termination Common Stock, Capital Shares Reserved For Future Issuances, Remained Unsold Upon Termination Fair Value, Recurring and Nonrecurring [Table] Fair Value, Recurring and Nonrecurring [Table] Accumulated other comprehensive loss Accumulated Other Comprehensive Income (Loss), Net of Tax Entity Current Reporting Status Entity Current Reporting Status Restricted cash Restricted Cash and Cash Equivalents Pension Adjustments Service Cost Pension Adjustments Service Cost [Member] Denominator: Earnings Per Share, Denominator [Abstract] Earnings Per Share, Denominator [Abstract] Weighted average shares outstanding - basic (in shares) Weighted Average Number of Shares Outstanding, Basic Stock Price or TSR Estimation Method Stock Price or TSR Estimation Method [Text Block] Real Estate, Type of Property [Axis] Real Estate, Type of Property [Axis] Total equity Beginning balance Ending balance Equity, Including Portion Attributable to Noncontrolling Interest Net amortization of debt premiums, discounts and related financing costs Amortization of Debt Issuance Costs and Discounts Allocation of earnings to unvested restricted share awards Distributed Continuing Operation Earnings (Loss), Allocation to Participating Securities Distributed Continuing Operation Earnings (Loss), Allocation to Participating Securities Real Estate [Table] Real Estate [Table] Variable interest rate (percent) Derivative, Variable Interest Rate Increase (Decrease) in Stockholders' Equity [Roll Forward] Increase (Decrease) in Stockholders' Equity [Roll Forward] Executive Category: Executive Category [Axis] Name Awards Close in Time to MNPI Disclosures, Individual Name Revenue Benchmark Revenue Benchmark [Member] Entity Filer Category Entity Filer Category Company Selected Measure Name Company Selected Measure Name Real Estate [Member] EX-101.PRE 11 elme-20240630_pre.xml XBRL TAXONOMY EXTENSION PRESENTATION LINKBASE DOCUMENT GRAPHIC 12 elme-20240630_g1.jpg GRAPHIC begin 644 elme-20240630_g1.jpg M_]C_X 02D9)1@ ! @$ 8 !@ #_[@ .061O8F4 90 !_]L 0P " 0$! M 0$" 0$! @(" @($ P(" @(%! 0#! 8%!@8&!08&!@<)" 8"!0<&!@@+" D* M"@H*"@8("PP+*"@")"@H*_]L 0P$" @(" @(% P,%"@<&!PH*"@H*"@H*"@H* M"@H*"@H*"@H*"@H*"@H*"@H*"@H*"@H*"@H*"@H*"@H*"@H*"@H*_\ $0@" M@ 52 P$B (1 0,1 ?_$ !\ $% 0$! 0$! ! @,$!08'" D* M"__$ +40 (! P,"! ,%!00$ !?0$" P $$042(3%!!A-180'EZ@X2%AH>(B8J2DY25EI>8F9JBHZ2EIJ>H MJ;JRL[2UMK>XN;K"P\3%QL?(R;GZ.GJ\?+S]/7V M]_CY^O_$ !\! ,! 0$! 0$! 0$ ! @,$!08'" D*"__$ +41 (! M @0$ P0'!00$ $"=P ! @,1!4A,08205$'87$3(C*!"!1"D:&QP0DC,U+P M%6)RT0H6)#3A)?$7&!D:)BH*#A(6&AXB)BI*3E)66EYB9FJ*CI*6FIZBIJK*SM+6V MM[BYNL+#Q,7&Q\(C)RM+3U-76U]C9VN+CY.7FY^CIZO+S]/7V]_CY^O_: P# M 0 "$0,1 #\ ^/?V'_V'_P!N3_@KK^W)\=_A1*/V[O$'@C_ (0CQ!J%^[ZM MX@U.6*6)]3FA6*-891MVX^F.*^P/^(3;_@J9_P!)=O\ RH:Y_P#'JΛ @TV_MY2F?M=_]O'_I\GK]_J /P!_XA-O^"IG_ $EV_P#*AKG_ ,>H_P"(3;_@J9_T MEV_\J&N?_'J_?ZB@#\ ?^(3;_@J9_P!)=O\ RH:Y_P#'JΛ B$V_X*F?])=O M_*AKG_QZOW^HH_ '_B$V_X*F?\ 27;_J&N?\QZC_(A-O^"IG_27;_RH M:Y_\>K]_J* /P!_XA-O^"IG_$EV_P#*AKG_,>H_P"(3;_@J9_TEV_\J&N? M_'J_?ZO@/_@L-_P56^*G[‘7BWX=_!_\ 9@\/6.HZQJWQ0\,.1\1_$-_;B>U\ M/6J7+K!9[<@->W4<,[JO/E0PEV \Z L ?G[_P 0FW_!4S_I+M_Y4-<_^/4? M\0FW_!4S_I+M_P"5#7/_(]7ZS_\%)/VZ]<_9#TKX.[+P\NE3V6OZ>DH_XA-O\ @J9_TEV_\J&N? 'J_M 3_ _(;"^-'[6G[>WQ(_8G_9-\;Z3X1T+X(Z+ILGQ+\?7N@C5+FYUO45DDM= M*LX7D2%(XX8I))YF\QM^(E6,@R'JO^"%/B#9Z*KI97N"S6>JVJ2,[Q6UW"ID6-V9D9)$+,%#, ?DM_Q";?\ !4S_ M *2[?^5#7Λ X]1_Q";?\%3/^DNW_E0US_X]7['?\%&OVX_/_!.;]COQA^U MGX_TF75(_#UK''I&A6TNR75]2GD6&UM$;!V[Y77ZN;@>1%O;RX\-(ZR#:C/\ V8OVS_B%;_

'%C!=6MM;O_#GQ>%MI$NF2I=7#33:KY(6(KOUR M?\%OKNRUKX<_%'7OV$OB#17[/_Q6\6:;X>\%_&_4M7T^,7,^H-LLKN32/,-Y M;V4S5?EY^VSX!\;:E_P0]_9-\)Z5X*U6XU+3=>^#QOM, MM]-D>>U6$V/FF2,+N01X.[(&W!SC%?J'0!\#?\&TFK:KK?\ P2C\,:AK.IW% MW.WCSQ8K3W4S2.0-,?_P*^'WP4\0_%3XM M?$R:Z7P1\,?"]S;VTD\%J@>YO;N[N66&RM8PR@ROG+-A5.'*_GM_P12_X*F_MLT?L)_L&Z^S?^TAX2^*NE>+-*\9^([F\L['X.Z]>Q+%<:M"<9Q7KG[07[1'ASP7^WW\"/^"T-CX!\;:Q\"->^$6N> O%&MVW@?4'OO!\C MZD+F#4;O3O)^UQP220R0LXB.T $CYT#'TE^RJ_P4QC^*OQQ\3_L2M1?LZZ M_P#!+XK>&/"W_"4-X7U_5[74[/5M!\SRFU&PO[0F.Y2-\)(FU71CC!(?;X[X MD_X+>?&O3OD@3??MM^&_^"5OQ*U']G[3DEO+CX@7/B[2+/5I)-BE:.74X]$ED M^T>2-I4 (K,1D;D9OC3XI^-?#7[5W_M 31\8)\4_VC?VO_(R_M0ZQX U!_%7P52WU[2=%\,:MY4AN>VTM:Q2TM M0&94FDD_:]*C-((@ ?]=^TO_P %=?"P5^,'PJ^!?PB_9R\8_%;Q'\;/ EQ MXD^&]CX5FMH/MX3R'2.9[IXTM8S!*T[SRL$C2%LAF*J4_9Z_X*V:-XQU+XR^ M /VNOV%O%&I?\% OV" &*>$-4&G:?^QO?P7][+IL]QV5PUEI@$,K%<12\ M,-C8;(88X-=9XW\,^/;+_@LK^T=XUT?]GN;Q_:7'[' FVUAX7OO]&L?*%9RM] M>EM)^TR1/$K3*1&0#1 )6&* .M^&'_I7_XW>*8OAO\ %3XE_P#!,/XC^%_A M#\6-3TZU\(?$2S\2Z9K$\$6HJ&LO4-,LW:>RMY$96:3,@B##?@D _OK M:ODG]@K_)+!J7_8M3?^E%O7UM0 4444 %?E- P6AT3]DKQI_P %>OV6? ?[ M=WCK1]$^%5]V_&*+?Q!;/<@7=MJ5L;VZA2T\CS&=GV#@!B5)Q^EG[4O_!1S6?A/^T=I M_P"QE^R_^R_X@^-,7PR\.W*@]X[P?!M^.7PR\.W^@[XJ?!K7-=T^TT^_LX/).G:JNEH9T\V(I/"94V@LX&#YF MT ^N-1_X+4>%/#7[+/Q>^- CG]EOQIH?CCX :G86WQC^$-Y=VKZIHMO=/&4O MX)HF:"\M# [W"2HP$D<$A &!N]E_:J_;S^'W[-?AOX5:KHGARZ\:W_QF\?Z1 MX6\"Z9H=W&K7C7R-+]M+MP+:&!&FD?!PN/[PKY)_X)+_ +-7[-/QKUO]HOQW MX%^"7QEN_AO\1M(L_!\?Q+^.'CC4;^]^)&FK:SQSR0V6HP)<6UK#Y[PQRR._MFJ_"H4=%\X_(\ P1 _:@^)'[9GA?X:_M7>#=7AT/]@[P5JW@3P;K>JV;O0> M)=8OK^XM;;5+4L,2Q1Z!-6L6>2K3YR-V* /J3QE_P5=*?C+XQ^/_A=^PA^P M!XP^.6G_HUF31?B%XML/%NF:)86^KQ*&N--L3>ONU"YA!Q(B!0KX7=\REO M#_V]/VW?AI^V[^SE^Q?^T5\!-2UK3].U?]N_P%IFLZ-JT+6>HZ7=PW-[%=Z; M>PACLECD4JR996&U@65E)J_L2?M=?#+_ ((_:Q\>(=.\!ZGJMGXXTG5)EN(#:S65O*K7BG,4D+E2K;1DX;;XII?[-_[1.@ M_LP_!'XN_$7X)>(?#>I_%_\ X*NZ/\6?^$*N]-7YP#;6R ?J+^RO^V]X2 :8^(OQE^$=UX-O?"GB3X)^/7\>(),U:ZC MHQ"0\M((%)QUKTW]Z]F:P^ _QF_X)W_[X->$;^?PQ\-/B8VEK-:V+.MK:6^@30)- M.R A"Y4%G8C<[']DDT =*_P#P60^+WQ^)WQ6^#O['G_!-7QK\5-;^#7CO4/# MOC2>'Q9I>D6"+;A?+E@N+MQ]HGF(EVVL:,ZK&"[+YB ]'/\ %K?V<[[]@+P M#^W1X*^'7C#7KCXH^(8_#'@/X8V5C&~>U/Q(UQ-;-I>QG\N-HY;:(7=LUGIX2:,L M!YD9(;#+E20<'K7Q#^SQ\#_C[\-_^"?7[,W[86A_KQ9XE'P" :?\8Z_XT\! MZ3HLCZO-H5[]>I6TU]:VC /<2P+)'*L:C+(S," ": /N7P/ _,%=?B5IG[8? MPM_89 :N_P""?OC3X5>.?BO/J+^';FX\4Z;K&D26EI837-X;F$EG:1W\44TQA50TSA/+!DB 9CG'Z&_MN_UVL'8O[(*Q* M_9:U#4UL1X\\%ZAHUO?R*66TN)H6&6<@;*N-V4!48 1%%$Y_8_X+2?"S]C3[F[PM M^R;_,%,?AE\2/AI\7OAMX=M?#5[IJ_#?5=5M/%+642V\-[IEW86\L,Z3I&C M99HU#NR@E0&/G7[=OQ! _X*!?ME?\$1/VL_C)\?/@QK/AG1/&FI:8?@$\+)SP MYY?B+3] AU*Q'GWT40,GG7# S>2X+1!6P2C+@ ^G(/\ @LK>>#O@%XB_:5_:M*_8:^)'@#PY<:SI&F_!K3KNXM+S6?B7<:HTRV-O9V,3A[6Y<1J[03L"BR DG M:P'0?"?_(*>?$VU_:#\&_LY?MQ?L>-)_@9JGQ-\^+X;ZS?>+=-UW3-6O(8C M-)ITUQ8M_H=X8P62)P5DVL%('T2*":WNI],. B3[9 LRR1A,, KD$8KYY^"O@ MC]@C]H[]M;X(:%^R%J7[57Q]F\+^-8/%6O\ B/XB_$OQ-;Z!\.WLE,D5S0-(@)R ?8'B/_@KCX\\2_%/XA>'_-DO]@#Q_P#&#P1\ M(?$,^A?$GQ[X?UW3;)(M2ME#7MGIEI=2K+JLUNIPZ1E,N-JEBR%_CO\ X)X? M&/X)1_\ !'W]B3Q3\?/#/BOQ0WB?]L;[#X)N=*\0R6&5+9)B9/[3&KN33M8BTGP[=+?XO$C,$1C967$CKN92JY;BMO_@Y@\(>*?'?M_!&7XJ>%_!GA?4-9U&YU/PT8=.TRR>XFE"^(=.9ML<8+, H9C@< $G@4 >"^ M#?V1_P#@TU^(?B_2O '@7XP>"M6UO7-2@T_1]*L/VE_$DD]Y=32+'%#&@UC+ M.[LJJHY()(%?8OQ__ &_?B!\+OV@1^QC^R^Q5XI^,7C/0?'EKK/B-;?Q)9Z' MI&A6$KM%;)+J%^Q3OMQ)Y9*PHKMM&XD8;'L.C?L=_LC^'-8M/$/A[]EGX<6%_M87,=Q8WUEX(L(IK>9&#))&ZPAD=6 (8$$$ BOSK_&X_V@M?D_X*>_$+X* M M\ M=_ 'CX(?!C2//"VA3_!&'X,V6I6,[0& M SS( ?3OP9_X+$*.!3Q/^S+\8OV@/VCOAKXA*$FH_L_ZO/I?Q9\':_+!>W.FW M:1QR1+;36S&.\6?S42%E*[W.,!2K-S_@W_@KO\6=,\:_#>3[]?\ X)O_ !#^ M$_@#XN^(+31/ OCK5O$6FZ@T5_>*6LH=4L+5VFTPS 8!*_!>K:.GP^TL\ZC=:I,&D^,9M8\1O=-J&N1Z[H@O+JU.[-O:R* M\82W& NUN/FKZ@^,7QY\(?#S]M7]I]O@%\#/%FM_&7PQ\!=$U&^NHO%\$%E? M6CO6W EF=S@R! HR<"OB[XR_"SXG77_!-S]M+1+;XZG_ M_%)KK4M-M$T>8RW=D=;T!A#7UQ9#EF>QOK/.!8K]K2 MYT[PCJ+V^N_LR^'M.T>]:T=8+NZ(OU\F.4C8S@LN0#D9&:_,_X]I_\ !4[X MK?#/_@GM^RUXD_;%^"OBZ2V^+'BFP\%P?%+5_%UI!0[V^262TU.Y"R/+''/ M.LD)\XJZ,H)&&6OM'XC?MG>&?!'[;GPY_87T?P5?ZWXD\<^%]8\2:I?6=PBP M^'-)L?+C2ZN5/S,L]S(MO&%_C!R0!S\ _L6 "CP]_P %% \ @W-E_8.\/:5X MBT3XF?#OP1%I+;'1KVPV/<1ID>?#$&DB) 5W4D'*UZ/_P0 M8\6_$+]NWQ!\1 \ @KY\;O#$^F:S\0-/T;P-X0TZ[BVG3M+T:U0:D8?2.XUF M2^8KV-L.!TH _1^BBB@ HHHH **** "BBB@ HHHH **** M* "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BB@ KY_X+\?\H;/VA/^R?S? M^CHJ^OZ^0\/ @OQ_RAL :$_[)_- Z.BH _C"HHHH _?[_@TV_P"4IG[7?_;Q M_P"GR>OW^K\ ?^#3;_E*9^UW_P!O'_I\GK]_J "BBB@ HHHH **** "BBB@ MHHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "B MBB@ HHHH **** /FOQW_,$A/^"=WQ+\;ZS\1_&W[/7VW6O$&JW&I:O>?\)9 MJ\?GW4\K2RR;([M47<[,=J@*,X XK*_XK;I0NW_ GS7X$_P"'0G_! M.[X:>-]&^(_@G]GK[%K7A_5;?4M(O\ A+-7D\BZ@E66*39)=LC;753M8%3C M!!'%?2E%%<&-S+,7PA9V5GXSWD;&74G56G:'S54PM-\I.WYOI^B8@ HHHH *** M* "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH M *K:SI&G>(='N] U>W\ZTOK:2WNHMY7?&ZE67*D$9!(R"#5FB@#S;_AD3]GC M_HGO_E6N_P#X[1_PR)^SQ_T3W_RK7?\ \=KTFB@#D? 7P*^%?PQUB37_-X M6^PW MP+(@CNK60B*^M721A);R85_ER>.?::* /DCX#_\ !-KXQV7[5OAW]L[]N\ M;2N_C-XS\!Z)?Z9\.+/3_=MX:TCPZM\BQWMRMK#-\US+$HB,CRX"$C9]TK M];T44 %%%% !1110 4444 %%%% !1110 4444 %%%% 'CW[;GP(_:\ VBO@ M[']\-_P!F3]L&\^"FKSZHIUCQ3I_@ZUUJ>ZTUH)HIK.)+ET%M(S21NMRC;XVA M& =QKH_V6?V;OAG^Q_\ L[>#OV8_@[82V_AOP5H4.F:9]H<--,$&7GE8 !I9 M9"\KL 7D8X&<5WU% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 M %%%% !1110 4444 %%%% !1110 5\@?\%^/^4-GI0G_M &3^; T=%7U_7R!_P7X_Y0V?M"?]D_F_]'14 ?QA4444 ?O]_P &FW_*4S]KMO_MX_P#3Y/7[_5_)[_P2[_X+"_#;_@CW_P %_VBOB1\2/@[KGC&#QCKE_IM MM;:'?PP/;O%JT\I=C*,$$'&!7Z"?\1O/[+/_$8]\0/_HK'_"@#]OJ*_$'_M_B-Y_99_Z,>^('_A16/^%'_$;S^RS_T8]\0/_"BL?* /V^HK\0?^(WG]EG_M *,>^('_(45C_A1_P 1O/[+/_1CWQ_**Q_P * /V^HK\0?^(WG]EG_HQ[ MX@?^%%8_X4?\1O/[+/\ T8]\0/\ PHK'_"@#]OJ*_$'_(C>?V6?^C'OB!_X 45C_ (4?\1O/[+/_$8]\0/_HK'_"@#]OJ*_$'_B-Y_99_Z,>^('_A16/^%'_$;S^RS_T8]\0/_"BL?* /V^HK\0?^(WG]EG_HQ[X@?^%%8_X4?\1O/[+/\ T8]\0/\ PHK'_"@#]OJ*_$'_(C>?V6?^C'OB!_X

ALDI427H:?9>K];[1*FA M[BYP'[?[*!,WTD2[Z)+Q=K.QXGO?%*\.2_>/55G[2;("SS-K90VL'FA7MQL( MN$6"XWV<.4__BT"9IB>=D( M6'^LH.=[$9#3RE55(\FW4-"SG6AB2ZN7P,\$]=*#9\%>P:6 "Q?NHB3???L \YCR5FQO+.?_ M4T1PM:LT]$--0Z?+Q0. @RW A8.+R?DN"C[2S?$/TY )YG/D+Y]DJ4(PVZ%! MP"2#ILMR[SU#?G=2@5E;W!T-S(^5N'W.L)N8!V%TI)W/TR'(7"3_69[Y^;H] MRW?R,\)4Q_-^+A\9S:K6IB4RVE_/-CU9&TM'A$EB6P.@8SX\,(M '@ 7N?>\ MW*;81G5SCD .3?$N Z0OW"(88%H !R:Z=OP:WIA#;@E#K<+AI_?+\Q=13#/7-+_7F8_?]#8OWW4M%IHY!7@+F/48RF M\,6#T QC0N 5>X*6:F1M\")>9&<#%Q$4*L1BH(WSLO7<>* &/$A9,0=([E=F MV0'Z_<$1&9M7$+<,%<2)&_1:LQ*3!(6'#<09VU)R!O #SX+8&3')P7SWK03, MEG?]=8Z4-/,XJZ"_ M:;6:V<=Y7FB+,.H (W!O, M,GA062NSI:E.-V "0,$B8"ID"X%J$[NLD%F!<2+@"F"'U@$?,S893$=HY]B8 M<"5@7@EF?U>@^>F0+:9HQ+&9DT<5FZTTR36[W@ES>M>"T&\U("<]$7\TS4,QX4 M[ U8" A@,DA^N^U56$R, SQO0 J%Q_=GXN-OKPOW2/$D-3#<8?S,:7Y%&M+*HZ(&!E=J*@BYKQUX?G];T_*@>2&R'1\"@!S=+,M_'IBO%IBO^AE@ MOBP&\V,ME1'^;:3=<=-,,#!C^I-2QA(M=5+PTU-#;6N [:7MV)B\U,1US6K3 MXQ0G4#81+\^IIJ7B<+CU@\-.?_F"8 4Q+?!RTZ!90')BQ!8I,*=6TU1:^;$& M,'2U1*R#"2OBB6+J.UE!R_9VJ9-?XY+@H\0X62!VK8HRKK3@$G/Y3[?/8<;0 MWM'AU,&$!08-'=;2^\H8^FR$92

^HAVT^XP.A&^[O&#O?2/$MS@W:+. $N M>G?ET4\NMP. AZZ5JJ$S#WE9-D?;..]O62[J;UDU<)E3,=I;:8O'F+5$2HA^ ME@KJZ7L>AV+L*=;*%\J-=ID6-[U'JW-/FJZ;/_!G['5,39^A&'F(@ M@(,&('G#P;QV.&@>+>=!V%79+0U-D\?M29_C168>X3/Q_0P^/AF!^6O98+Y! M;A: 3BXP7_ESP?P0/0LZKC=W [-G+C!0@P;!%*CZ M!MYT,3DG3*T0;%T=!5LYUY/LDH!+A4%F']\33'&G#*7_Y^!WL]F2E/SN:-7IT29FATEN70WYZ/60DC!.)#5)5XB;F7 5 MN-[-53)=-W28@5667&('V]S ?F0T;%9&CJ7S-&\N7+$(.@:^GZFR>+9D+)(W[D" M^JC>Q:4$#3S6RK^55LZXP!WFCX9%Q'+T3JKVC+7RG:/>F.5#2[1?T]^R")B7 ME[*U@^U7?!^^&^X-6*FXR*%0,(ODP1!3PWBP5ERG279V">8Q;XXJ5MVMDFCG M<0,4ESU5W+>OO1YK3&YX6;7,[^]E>Y!)!!.5WW]C '983(0'U9+O)<(B9)CA9V1P/6-:!!T+I)WM$ MFNIMIEER$7N;QHC%8^2X7C! G0^!%D(ZPZ:Q7#V== BND$;L<3RF;Y&6#^ MP:\!\SV58>-4!YU5]'*Y7 TWRT\^VWR]GAY"VY_:>5M@JN!W75J!\[II6IP MB_D@G<'QYCL'8/(]KC/_.PX(P>QES7&4QXXT1@27&&CN9GGZ\(53*$\RNVD( M76P>*5=3"M#)OQ,3?%ULE@O34-NH4*>A MK+#:$OQ[5Q-HYV^YJP5NG,O,DG*_)_86UO3?B[6VST1Y];=;0'R-NY=.EP_9 M\ZSK&JBZ:V5QW)%)6[7E:7CT%A"** G\W@_A_%HAKG(M_0^?Y7&"."\,V%ZEE M((OS@ L8ZXWUB@OI\,Q,3'C9_@VMF#&=JU25>XZLQU9R S:*_.0-9"CHBJF2>%&@?<"E2R>IH>YIQE;WL7&[Y%:_U<,O M[ML7W<+>=8AI2,=&P=#+E)XWS8)]<&=\AXWH8/Z8?,C*-0? X0ZNFAGJLS,)Z MHB.MIL.F8!+]S5"9H #' ]!+ULD@NAT ]'DL"_+#>9?.9A?^O/!?$DN,/>4 MS3.BV]^#L??8Q<62_?&VB9!Q0!_NZ7:(8>%$-X3U9M*+U:+.LP%/--\\ MLX@&6GXZ+B3,\? >>R_]_5%UZMP$?M8W^,L%;637B.T=&G6J:AF8CT.K@-D%* M(ORO)/^/N-^IH9\H\O\C0W%7PFCI@'Z>^<8I?22]K9P?\T03MHGX4'96/\Z4 M0#M/7"WGF%:/K!;$9K"W>(F]K-33ET*JGJV]82EBL UU@L6:E:1F_+F M$0/ O[%':4$-"_G_)&1K'0*@2*F,M?.5]:.VD_74^V"WB*(ZZAZTRNM3G*"O MJSAQ!BIE,N*&X3S*@N5^.7IK*^?_)5I[&05TY,.&^09S%0<:() $&H;*YS?3 MP',2:I8;6GF:3#?,;AZ:(8?+[*K7K8X7XPO1C- M7=KK\RHJ>4P^L@GRXW8W;9'FZ8'9V2Q%X@?RWV-#)3[S-KGI#KY2]2$).O.\ M+Q??\CFFZ=*%U"=;KREE[J#.R4QQLQYEEL)+B%8$[PP;K5#XI0%!'-W-=QC MU@%30 =$FGES:>>>XG6T>-E/TH8_4T1FR-5%@48WY?MVM#1%;^[ 3BZB58V9 M-4F8U=DN'4KW2+I%+I9#[# N]19RU=5<>0<3I*,BPP6!:01,/5;PQ12S=]"% MHW: :_NB@I_SS36!U#YDA62!W.&!E\1=#W&+N-_CS+R6SOY(E;\OJQD5V8CK M!V:^NPRA'$ #IU:N8BA:'W,-(+'7D<5%Z[)K*+SC..OJ#)???!WF?PK,5Z3 M'-EB,4T!%"FXBY"=@_7".:7' <:TI*%D,FR>K>4UD0;*]GK.[B_72_W0^X N MV/H!R-F2KJE99:PR[FR7.XOQ+A%CHZAW/:.&P?G62LC83Z1DNVP-1%N _!,Q+ M1RX/]<%$*A*#.,>:1L>\[P$AVV*]LBV8:?",TJD>5C'+; ('I(&W$5LHRV"^[ M;5M2R!13:^XM_1$9=1<%$KJ&0!5-@L"9/J9::8X@X0OA3)H@!U=/-LLN+@ E# E&8QK M9&.AR>_5>.6BSN"E5(I#LS7.9C_5451ST9S_(!=J#3#AUAV >(;S!]/]U;T MH#J$H68ID\)714,L%0+N:H*YFZ^MX\.<9^D7VV3*,WV"%'OMC;O 3.O MSDUU,^HO+OC^VBL=5#CHK*EUE%6WQ5/@_A(PCYO45C3 ,Y3=LVUG5U,-%/KJ0GN]J&'H7?S MQC/0Q7),2$O\2)2FI&P=RK.?*/" H#F0?[VU@9\I S8/9AP!'(OY$B#>=,< M8#[3@)O%6:FBJ(3H:HI%\C7Q Z7! MO*\%-!,?V]"\R?S8/Z'@;D"H'!) (.$@C"XUI"U1?J).\V]"C\YQP=S3:!]7 MNK((V9@@,$:!\RO$2=Y7C53.MZP4;R1!1:&#K2W3;5M$A6]1SUPH*ZR+.$-- M=7JHZ4K/J,-7+R4(./':X>9B01R+*=+5MX;F%+\P0K\XKA(5F1 Z8+^5T=!6 M>P%$-P5QQJF02-68Y"EYPMP 3)U[4$GZ(VRQH*W"Y"_+?9:KB4>XBDA\I!%[ M-@T!52P4#BO\T#B$8$UC[06CY*!/_7 WK1<9GIL#\#H'YBWPP_T/!O)R-A6=D%\M&XKEL; $1!*DF9'RJW"68B_PN ML23GAV2!=3,COG]O:G.-N@@-$:_0Q>H2YK049V?WT"4E14>5_$?]B>'>3!I# M>T/HLX,%$&<\4:&L):V\JOAZRFXK8*[.(@P(EK)69 [&REK3SQJ:Q85+A M%_Y;#SFF>% M=:9H(E '6Q!Y@KZ_+>%)A/2H'Y M;WDP_\!7,H6%##&T-HJ(>(*6R^F*]]G%N/WJMQU0*<"LBCP"=%%^)"IGI2X M$>__6J]=&&5[P3L*L4WA!8KQ])2RTD.]:[NE -Q[U'86YTN'0&N1-/#PJL^= ME(CQ:[LQ:;%@GN)L1@79LLP 5]20=I[90.\GG*U3%5,\..2)X*P:.!V M)>H)DILCBF*.(4I29C?LHB[N>ZH*I2#3X]'-0Z-&H072B[X6B8^70/IG6<'& M__>,M/.5]0\L.Z-!@"7:WBO]YJ-WVN.69:=$XM(V"L.PX&%<%P[F&QS.7PETP]_I M\%,[OUMD1N/5.FZP>DM>I7Z+WL5H8E&>+%K M!"(RTB[4#U6=3"WSDOV#E>.M?IMPU[D%XO&8(F!^8@3FP_)@_D>"}>4YNELHI M;I;#Y/X\1]7*8ZU8CI6[$4I11KI.C5G'#+.;# MAM #0\]7,BJJW^W'O0+0>Y96%C_1L5*R#HC>)N6V*E5$#L.@* M:6-;) MYHD:.!*@#E>.N#![Y6?0Z+^).GJ*N)6MBE#QLV3!+DW4F@4N9G@GFK M'&#^B*A@O0KT)0'Z'N_O0EJ539%;>AN%=7L/:)6G646#T ?M!X2-#DX/8%$Y7E$K% 9 $]#A%;"^EB>T;RO9)UU#3*&%9+12!^>(\F&_Q8%Z$ MSSQ*V86U!=<;LJ.8KGR^%8QAKR94# ^KL:'(N)ZRV9NCI$A",G" MAQ."Z*&0!%)Y5WXRK[F9F-FZV/N@62*WF(QL"VWS \SI.U]I/G-JY4L$Y]^; M[PX'@Q2B-QO0Q<47:!O54("T:U2&WC3@F\(4P3O%ER4[: )/Q$W4M8PJ[@ M'T"/AZURV"2_"&7J@$]AM-:>'>GIKJW#4^:LDX7'30$4LCK.S5XK3OGK L;-M)A5>5BEK0 M6S68OYZC"_E2[T(NWA9HU>1FN, V)285VCF)=N9:<))@GG9S7&%9$^R.TB8T MB%@N.*!6?F"H5F3PLX>Y#>#:6'1'44+ ?[N($Y9&L <(.]H^D+Q*L\.[(\T MM712WKNGWNT? ,"X2-B8HFJM/X." 20;%)L!J&-D(>EKS[S.'6"KRN?<34[ M("(6EBY97%P[D@\>SLP3FHQ5@?D2\W][%OLB_BWCK166W>#&-6G)AO.S7>8_DV6%&EDO;W?('6V/_*T(S)G-4%W<[W^,9 >!NP>/=XNTG(\F&]18%[<>O/:#U6),\MM>U-2B -J4(']BDPOI[D@\R7 >)ZQ7Z*X MCX#]G( \+6K$\9U G6TA8V!73U_V3:T!)7>IX;?.9=),?9)H=X+C.$M]8<V5-:^:&V64E^WT'D]T.-B$DZ M%;?: IB_:JX6 G@LA5'#C+D"+7>)7"):WI/$#=$P O+#+4A"K>-L5>N-LO?& M)B#]>C>K^<5PTTY(67"4B'MJ1]IIA= 8X"?!_*0<8/ZHP/SUHD) ?SZIO=C7 M*/MP/J.5;U+?3N9VI!2U4X=%--B]LK128,WVK603FU96'0[WXWRM(/^_>HA] M%&DBK!J&PCR8;W%@7OA34D(!>Q6XL6)Y1YOCI/?IR2E&T>O5EQ(@^Z": M^KH2P) /=\K\DK?+4^]3[O'[W5 !X9LG%LE" CX"?:;#ND]O1F[E?];3=GNI^ MU=K...Y,\8D'74,U)N6QRLFT&S+G89>4O$\A12.U$>:5DR_A%F=_R)(6K.MV"('FU7! MLFNE6Y)8ZS:UQIMB&QAI6KCU656V1RI*7NX7@OF9ND1B,,]HXS\N-J'UL51L M@H6!3='[8FZ8'T# [\\>*!J89SY"P0DJ4LI\ZE6PG%?XTDQM.I.F!MH.)D^-T?\)3?8 222\OS63G:#/]3- G^(MXVCACI2 M8'Z? JP+Q:?^1+3T1:K-G[=#S6X.Z6*CAK@)3T0?\<4T%X@=?+2[OEJ&:/"D$ MKM"A$[CXYX#9CQU4)A@(PK>.]S%#IF[43+=R"LQ+1%PXI4T3(&U"_<"NEVCF M8U)@GDLS?R6BAIUO6.;Z?B,A5=(3-@Z"F!U$.[\<%TJS]7#^N<_U4MGBO7!J(> ZU[C3TSX@O_8+NB7GR3TQPPI5/O>N.-[DN9EMB-5>EMLA MZG >=QBZ)VK2ZHU:YP;R^6\5='$7#S?!8P* .<&EP(#E):%!!CF\6P;^;MS< M!!>GW16X?!/YI4EW.S%\%BEV3S(WT? +=0LH3'Q'4$.'U$H&M,O%#5C*+9U74 M)#0S_R%*^2HRQ\H 0,HD&S#/4G?TV>]OZ7YSS1DN7[C R ON ="4 MSWR9NUG^' %ZI=!NCQ=]C9"5M%2LD [HWDA\L5>!_GQ_IR+7:1.83;1PNP!JO(@] M*H!;6>_J)%=2!5U:%?0[%48MW8+!O(CV73)4?U-YVU[NLZI;8\DR9;2L%+/I M*C6#1T4PRN1!F .7(P"==1DCHI3>B0+W;>:BI(_[-NW-NQ37N=^4/RH?QN M&V!>(>(TWD6,AHW$5.:TGH-,NR/HWBN.AK@SS ,&'&R!-5;=87H: 2J[W)Q@ MEP/^GR6YYVK3BP>%4?*[@D^.P9 [!52SE*5QGS)]%LBUH$I4;H8'Q?2]]]CIV MHD;3Y/-NKV:R9ZB:+.Y *N(GFF[WB%AKBNAN1>T)7QSYD0\.1/?T&PO,O6DP MM;VRH:D!7D-FO?W%SMA&8#K@ G,/@,;9+"]'+>0B#GG/S64NO*22**<+14*4 MG20U;%Y71%7:C#4U52LW-.ON:(#^8=QT>8#A VB="?##E5HXOBQ;K#>T9^Y1 M<8\CSK;>0=ZMS/O4.6B>7(@+(VW]&0'YLQ$#Y6.;QWNCQN-C[.PS35K=L$C% M>YAZ+=2.FGQ4"!SXVP:8EY:Y];>H<*"NN4;(\]U&O!H7:H-.%E_+8P%LOET8 MFBEX4X'/U1_4V07!U@<0P?\ [AP@[FE]M/F6W+8,Y6NM)LR]9(9J&DR-KYRT/)5)JF&7^_)4]:P# M^K((T!.2+0$Y?K]B"P'SK*8MI;611=6J"8#O*%#:16.KH?%54YP@&B.KFK<2 M,%^LGJ9./ZP:&E2SD$[TLP!PRFZJ+X@SP!H;^18;=:&XR: MB%/!VO[807Z@ /XJ4YHPSIA_'&[;O.*<&?K.)DK:PRDMW=VM+\CMHBII!D>= MEGM:Y%)4?(AS>I2:?>P1N4CCJM!M LQ+A<#5$M'#XO!Z\P@V5&AOBT7M?+R9 M3F2\$^$54^?D[B#YU8R0_VQ>+!\!(0<=/P_0)9 /DP=X:\7F-\F[7Z& .\3 M5$ P7(V&)UD^N?F&+>$28IAHA; MXHVU0B@RL745F(CN=FE-'7 O1"@:,*^3; ?GO-XIM([#9>"D7@3SL1&8OR*M M .7L\FA:"(-E1HZV,7D9/PLHAMAS)G-TO1T2:#_PJ^.PK)U@PYZ6VMDNDC7N.N=K"Y0)T! !8MD0PI_NK? 3D3C6A@BER:N^F7/K: M2L/<27&"B-[7Q[BU@#G\Q$NC;F->1)?5DW,O_?0"L0.B1MW-#-#)U=/"NO^\ MZT1L(F,C>V=[LX8!]%2;>LHMT]\EGOU:BL0(K!/5,W$U-!WEM7+]ZJS40SH MBY3E][([BQ]\?O=D<"LF=14# (O*M%M%^KQ7;\"UQRWJ; ?,RV9]*MU1+&C>T MEG;>7QVR9Z@A;RK"[&X/SVT&$"-5\>_> O&^]OlKG$=DM $V%U/MG^A*F*)* MQQ$"KP%RQS@!UHW9!3+? N(]X091S/DFNA8$6Y<8%@@T%7[6;A61'G*#/NT.' MZU8QOXW(=DM@,[PINEL)QUW7F_:]2D#S3=:+@O5B7D16>[3?-W>*B"R+^F! E?,?JN;1!ZD"=B_EG=<,YCHOA!VW8#!7'&-IU1P4 M!OO(M7"@C3FYN.JI>U)MC767,%:V!6RHQB,.YGW_6#!^LX>=5*^LN166JUR? MF66'B'>GL3AX#K-X$\V$0_/42);.UX WE(@WL:4$K)HJATA_]9"_65;*S;5 M0_ .DW\ MYQ=:5AZ>D\5$^XN*PK/15"O!\[NU@_GK):/6<@)T'L3=O??=5'T<.XH2T],( M'Y0/2]%E3JB(N&)R*.;>7V8^=+^5">+7&> 2R*?H9IXF(!^K"]J!(H5G0!R! #9^[>Q@312 M1@'26%.*6#$)S*T-L '()/_\5M#_<%8E#D*!=][3O>.*6Y/B<%[G@]XU5= MQ/OYGMPR4DRP/ZAH#5;#"6\=YW_18I70[L\X-OG=BS,/3-C5V+^"YEQ)( M^R#M5R]4VKQM@/FI2) +Z^*T%*33HT:HG54P4^4T13FPI.8,.R*>^CP<]+ MSI31 LX)0D^"^NUJ@G6?F*_O_71-IZ$ZM7I$!N MBP7SBE;EBOU-#O?](P[WXT,3!*P[FQ(W%U/D82E0WUUN&6\;=Y0]XQ\-YH5Q M'$S!3F1PK'#NI28:9SL#: )U1^M-B[V)GPCVTTT"7_BY%NR$>Q*$='17]C"W M*SG)3]5^_XN0F]A& N+!"TOQ9I[>^UCI[GM)*#O+BV^CYI/7&;[AF[$R>)7 MOUWG_D'5O4!;? SQ*DYXJI2QJZD)K]%"E*:9Z%&\;8!]E17M*2,J3&OET9^M3@7 M+A2)3D=EP712)R `!)&BJ9UNS\+<=Z\D4UL[5G*]_)>7QHT1\,T0*2%SV#Y M_BUB2!QLFY=-88\/#)!.= [O8YXI=)Y<6H/L,!0A)&IIE7UL&5?? MS$[RS.]C+A3DG\,E1.VLG0[:F7:XL08,*K6QPTD_9$-IZ'O(UUSSOP_F.8M\ M(H[/ZE5FX@UM?E8DS]5W:.Z&;#3ZAQN MRAB4,%KF=TN14_[Z!EGF4!19Q#@B2I-N9<_(WJ-UH@KN\ML*F#N@1P+SC.1; MV@3LDWF\BET&V&3R,#X:!29>4'77JPI.+(J ]=Z0>A0'+9.<[AMMXNG;'6*' M 1O%&1C9G3L&] (O%W^W!RSM"(5/2_=PCW/E.72!W*-WQ-LM/9;#UE]AT M_VK[?..5M[8#[ QL"8"4R9ZOXECHEGCCZ'WL;/YBO '9V=NDDC;-:2@ M##9'KA^(M!(3O+F!--S0$V)+ ?+'2 M\Y+JQKW5)N]H-?/NJ I'@0;Y/GK9/H"VB@L3K@E(P>)C5/9(&R* @>#>5; M<[O0:W>%-T\ . K (Z.LKP$UY5+[?LJEILPPO?#JD$..G^P>=*7]':_C_+@; M\FCMI_T41-U#^ZJVXA*[1DR<>X=6A03[F&KY8!"A"? #9V[:5&LCTD#)WA1(G MIFI^'PCD?]P_]\HKX$6,J3W$AN"[BO&TZK8&YNF;O:S=6"3?VC.8D=CP<'TD M32L>M(W);E U>47)/?H#XG "T*$MLQIQ@>3A(%DFT1BU.+M8Z7.=K,\EW0%- MHH:N9YG6C(W'?I+7]V]@X\;8!]E17M*2,J3&OET9^M3@7 M+A2)3D=EP712)R `!)&BJ9UNS\+<=Z\D4UL[5G*]_)>7QHT1\,T0*2%SV#Y M_BUB2!QLFY=-88\/#)!.=[

O;.M+'P^J2_NTOF8'_$8.>7S2/'ZC-$^F!$J+*F=QV#^ MK*TA/^-N]0"8&M(Z\3F89^
#YAR@"@V9ZW>Z.%].$6E7:W,)L4;"]V=GFP-R M#EULA%Q8,UZ4M]BZD8 K:F2.BR<)RKHU=:9]![7R0RR6@SZV;'\8]
['=IL$\ M+K8H;>E=,%VA]=!D;6X+@@G#PN$FQR9)_-7_" >58+Y,0:ZGQ!LNGRB+=.0O M)
[^V*NM8X5=5[HW2\D4KN\9=&+Q43I$9?ZEI!@F=[ L?# MFDI_P\'!^.!C70$?91GKA[DX5;!1Q!7E.>7BLWE':92>X)^^-X
MB5?#GFZO=R*R-:H>=+^Q\V9O>#2J4WC.-%&XP;Z0501-T\O\">B=Q&-R1C8W M/CYW?8YT7<2.F BP0F-%T/Q7.GB+
[A1%W6)VB, MKL&>(LH%T<[R8KE<^VV* IEWAX8EI)5]+&IZXF6NJM(X\Z4]GZ:@3TK/7MK M?
PX.E@77;*8NWP=,DDR;^]4V"&[V0+] MY8-4QMQ*P8D](A*F#Q 7L6-H0N#%6I2 X1[_O MJDK.[CI /52R?
FGPHV8=7'^VYZ+F(X\I(.M=T:>:I;#FCB^0<2=I.E1ZZ1JX*4Q><:P-'Z.4W$5!V").14 MYZK(Z^)L*^LK6:KLWO-P=A-
P6G[W2#.?8'L4&BW29G&YHV"(O0/N%Z _K+X% M3QJ@TWI\3.T6'PS]:4F5,4/<1U.4^CA:Q&]##2](1]U7;(D7V#I]E +Q-
=[O M8&+D'[_'T@\W1%;CU^I*QO,\5EEI/4VA(9 WM=1J:N49[%@LK;Q0/6Q?+_,_ M!.:> H5@("+F<$$X:0_,(?8(=5?
+/%5C/1V!^JL&I-\NC/C&)X>41&@W+)T_ M4/S8NRBONU(VF#-_>P>E_'GW'@^R=5.ZY
CEG=^N=,F_9.>W>RDULPBFR,72 M6YSEQRF3!KFQM8S'8Y-@7C&[.(C%58VB(HTN49K?M>*2N-T.!C7!IY4/__?(
M9RY7$ X+-?.'U##C)AVXJ\7Q[L1'_03L%]AAIO217*C#]=/U MOIN)OWNR4G,'1RZW*$71^W@F#9OA=INCGTZ+
<5L(D"?$=C?8&:.6/EZ +BH M? >U]4&F3#FXX])EPY7AHK^=H&PJ[Z U.W ]N=N/Z953S86)JG#2<70V=R.!
M'+2W]2U[!L1WZ!A%(*\@?WGI_Q$P+XS /.%KV4M >K3=?NQR/U3ERW=K\\P/ M);8><"20SXHVS\"(=^-
(\X5[M25[2U9459\W%:@LOI.=E:K84'GG)\G<[2F> M\&M-JV!5:.0N^&9^5,9_JV[Q5*DO@F9TL:!9
W*72Q0%\\)B"JN8$N;5:IU" M (H;";Q!C!/,EQOP!NU3CU4(Q GHW8W* M&"FZV',L E/@V.,-K$C6&!F
5V5TPEW_LL5,T)P$?G-8;6O588O$5L-EB5TJ M:ZR?I&\0S ''.21JSY8N^IDCS3GF)I);!!>Y%\S1A=?'+B>Z6_RRO]%J(L@P
M&K.,WJR_W:#BH^N#>*\"@OGD0 '_>L5IZ(1H!MFJ/;F52I2&Z/O5EHL::J] M@?D=VHLW:5^,L_FGG[Q/J$Q&WC"
<6F67.:V$E 7DYI1J7VL;!O B@ MEQ;)_l0V$H%THWYGRTMU0QF$+5R MYQFN$, \
(;"JJMSWFLIL\79L;:/,">4S4TM2ZZFO'XS\>K=&N;T7ZAE.$%<) M"AS@8MG!X@0.YD4:Y)8-E ?>O>5-
CR7(4B#A4HZ4,&I&CU@ B<$D ;IW;B*? M^4)[#<"5?LW;E'+EA$=C(VZ-:W0P7*Y1-=\U:JSK,DH$2F,#ESLTJ;CW8F).
M+U2 :YX!#>F*IP=011NZ!,Q=$Q>((Q7N,VG_;)(1NW'FR/_ZF,;^EVCLBR+* MA4<%YFG^')6?8XPDB1IBAQ@:F1-
%$1@$;'AM3!A%0/"V9+JX-L1D;/?;W];- MR(Y34"M/];MD2[0+[?L)?).CX/&\,$:W4)EG_I(N[!<"=_TWSE,T6QPH4P,/
MOV>8) U6AF8+GH_CU+JR@?(4@=\L*5=SI,3*;UYTQ*W M6#!/$]Y[BB!="O4-2%%$!#"$.P&'E\TG'"1F*;7-
*^JF*GWI)&EQWZ#@2;!;KP 9;1^CA'(C!7P7&]SA/DB$,PT($\' YV. MEK[7V6&O_LOWZH5*L3M+KIP> G+W40^5CWJJ
-1]S N4FZU+BQQ!S^K2>D;K M_;C6V2W&VZ3UWJ0UGA2!GLO8()A?KOED@>8T>S^> _/&=9T3,I)X*=\:+D=F
M"ET>",7(2GJN 'V *!V;I$2"XW!C)S9J/F7J?^WSOD?8M3GU4 M>S(KPH%N1N2C'R:-[WS3^'!)LQN]W"MHX$ -=IA=
(+RT5 +/SY^72NE[0E;' MXQJS7]H^UOOL&9W4"L^.,6 L"0#>)&W51>-BL8K ;IG(L+ N<]V[X-MW-&
M#AC7KJ/]QS6Y3?\68%-\#+?+G3([7'!85UJF /*1JLSM8\%H8DF+;!(T #E;
MPPE/R*M4^O?'RJT#S,NKQ+^&0&PO(U="\/*]J' BN:&O"@3WN-5Y,'I9P(IY MNBW4DNL
NQS8!3WBV6#*4*D0<&2;M@H!T!',@#8/=CZ85*29;1GYSP?*]!LC
M5\0PF>6#I(F<+=:_PZWX@D"^H\K"*X;@ZZ8T\V7N=E)CAW>\-5SWH+6YN9_X M &._XPP#Y2QPGAX=X!N"!HY-
3&UT;*2)CI:IFY;1:M>72Z2YXGF^F!29PC<$ M4/SRIG#H$U^U_C%H?$%T\O.M P6^LTO2 &[^T#EVOE"VN-
:/^"W"K3BBVEZ MJ/WQV-V\UYC7C"SJ7DIDI.9AC+D%J-U.C,9[@X)[-ZEMX41+?X/5PJBSDIH7L]591PNPO:\L$OJN+
[.",#S?%[)^.(_30TM"@M2LH)TT']Z-ZGR!^B"YN_Q9KPW6D[ML$BMC3&@OR?]7:\?$ MI3@JNSE&<@&=901V"9 ?
HM9^=>UL D^6B(B-^%$J#^8T1[(ZF^^HO.I]K8AA MM=I1L=%P;(:J_10W3;>P:4B:U"QJ-
E!;Y;65HHDO$_FSU*>4_BX!.K1X\CG4 M,\V>&OJ1:@'648"J(%&L4;@Y2=_:459!YUU=F-NNJD]6?!84 ^9E(K=3'2LK M?
\.)P)QWW3G!^T9TLB+_IXR(0&ADY/L>8<# Y@%7&I>+F[9LWW5IJCO, !MC M(@-^0CQ8.CCE9XX:7WO3
L]PP#KR(NZ>W?2"A4MMK&"(#7L[V27Y8;?0QS'. MM'!_-L;&\><8N^;G_P, /__+"
[]W.\^;R(10WPV[>BYIVQ%35OCZFH>6MD1=_^*FG?WK*B9M[/- W-Z8^.*FMW.$?
C;2OFO>3K8F[^Z3/>N@])F'I3WA>QZC^1VC<73:U_S_LY]_
MA'&L]OMP6]_W#LR^%WLSSM;^S>P=W]@T>^\A%36OKEU1,V>UBIK9*U74S.I: M45/=KJ*FJF5%366S;#2MJ)G1*!L-
*FI>KOC?#OQ7\;]^R!*->K886)2J%ME" MM:ZHF9DMUNSE*VI>6;6BYK6!V0'8V [^6]MD"[V=+38.PKS=LO_?T0X"+L,;
M&V:+OVZV^/VSQ>^5?4>/[+LZ9-_;RKZ_LDE8^'IZ?OWL[PWU<_S[,MGGLG>H
M;I_];K=L\WIFW]4W^\ZU;&/G;F;O,6\7NY3X$^^#]\+/>7BS]W@M^_R<5;+? M[YQ]5_;\JN;9P'_X /7^XGH^#
MO9L=OG?WR@[C?G8@,=X?KW&073#^F?W]O?'ZS %VZ? [.,#O[FW?@4O(L4?V MO3[&I?]_]\?
&GOJ>O0V$^$X^]@]C/_LLU\\O]+9VR7F!-_FF5VDN1L9V.'O M;V4_?QL@D%W\>6/L]_#
[?.X^X1D'VCR+^0K>_[!]K/^!G\WJZV9WA_ !3FQW,R*!O9F7UM/=O?-X8&^;[NF>;Z;I@K_L[OPOQVU#T8J?N8[=_K
MZQL8OKIF-L=ULI']_?5LWF]D^SIW_@[UH2"8&.MR58& M_KCW\W;5'?#W]3V)9WG/POD,XYVX+SJ#^'Z">/8^KV;
[\LJ:=O]G]S0\ "Y4 M9?A0N4P!3^K7@;F!>;88E8T,Z*HRT*W.0'UF>P/C.;VS15TC'78>A(UU&(;K M( RV@P(0?
R4#OCDKF@3%=T X$$3Q_0T%I/4#F-?31C1(H Z)6^6 WB4;F6"9 MG0F'.?VR9ZRC2^?/WT3OLZ']'!?SU>QS^,$HB.U-
AJ"<9("=VM MPW>/*GT.QTA[;ZS?W$W"91YBEYC@AHL_P/Y\?9#M\1L;&$#,'6;SIP8W(CQO MFX7,O]S\1A=-
F]MX\)^O9O+"?T/CF9$K+*ZMG MH[^!'@0WE!C.>6@"OGR-PURIW/@8;:-DSF&N;VZ]!//4*,[U3=_+S9(&[O/# MO7UE-
2E6*]L9QGPQ;\P18 F@!V"^TD]KT4=C57UV=?LW?.;5@4$8#$MW8.X6 MI5I\R2B>4%'$D]\U
MF%>8ECJCGHU*C&R!JC) K5XV6\1.V8(*3&?W,2G)3>^GR["Z 3Y-H!X&H 3Q
M94TH$$@;ZGOKZ5D+$2QN*5!#STRIJDQ#KLJT^VJ!.C87F^S/SP]A7[U']N^S MNIM% $%",ZQ>Z5CH6C0P"P':>54;
7IGFQOF2%#OK\NPM@D77'P"X*"?,-;] M'X[X_0,%T!AKFZ7#R]Y?>^AKV,?6$0 RX9_]C$K#1?[50>\M6S^_+ZE8>[E
MOG^@]FE-FR?>O^2<]+2SS;&":7_88P)?+_LLP)#[O5;:;X+:XN[Y_VJN ^W= M.#\'XU5L+IQ7-SN_N,$G@']E+:UQO ?
EQL!P!M<.9S#LR^RP+P1P:.*=[?Y7+6MX0"!O&.[S+XB3 MOPDPSP%=@\#;1&Z7#$RK.]JFSNRAC5]1A\$OA!^$['/5;:4-
MTANCNO K2PC[&JX0P*V'"44*,NP/W*@+I%0-P=9.VUTGGJK.LP*X&@+-TUGW>^(ZEQ,POK%G<22A'.,>YR=>
<$[/B3:]!!FN]RNL/M]+L==/\[Z_SW"/=_%5G, MO1=Q3?J&]?,SN)+N\ J&+P3P+O;.*KA4VMK]KY2/?$9PD\[XA3'R-PGFU-
; MR=W02ANL3>7![Q(D=Q>!>#L#?IA!!/)F)A"HE=?_"8 *$&X: +V-WJ-] G6. M+D'SZ*A_7];>@5IYP\7<>/?A-U&
I85<+GIV#NH]2K6Z_.(O;6,%C>4U>@2@ M[E98P[".'!WTI\!NE@.=0#Y?@Z5T[KE0ZB8AWR6<$P>OMC:* );/VP&^^]*Y
MYWR7[II?YW '_#XNJSO9RA03_KUM &I?@V7U[ZTT6H?/+Q=^IV.IYEZR+BLL
MYCGL7KHOU7KW*@D5/!_QLQS(W4=>OP[,%QW0Z\EW[( F#;76YH9%YP%H8>X) M#T[D/NIZ/P',BT'1YGJ/UN%
MDU:1WX8)4SP#B[%?TH,P9]=6>;9U?$R= B7 M?VD='<)H+S=8.PV!6;Z&RX:UU*#++&IL#GKME^ZYI+D5[GL_1YQ?
FQHP/OY/-]&>+<);;A#6(G_//AL]71H OKDG4X!?C M'"YH7RKC.S6S^S\C!#MGU/]U\/$W!>8EH.Z VCB 6G&CFX<#X-
DJC;7H(3BQ MV+ZM,D%1?F_3\![%YS?3ORWIQNO9,W[LV7XI?HNCA=Z_19DU+*QEV3UO(>OK M-
S#7LO/TN365]==4Y[=I^+=ERH#:4KKGM8!XF7 ?_4[J'G,T+;,&\7/%SS *I[=\#<^&BSA^(W/]>4&A7.U*.?K-S3'LG,K,]=%
*M^MS"UN;G?.>%[=VH&W6C;M2!>=VH&W6C;M2- M.C"O&W6C;M2-NE$'YG6C;M2-NE$WZL"\;M2-NE$WZL"\;M2-
NK&4U%K\7N== M;M2=B3HPKQMUXS<+8+\'0)NQ!*,.S.M&W:@;OVDP^[V#^.\5T.O O&[4C=\8
MH%56U&;Y_+\$8#,68>[EQN\=T)=>,*^W@%'_-S@6-)?_Q?K46XSG_]PER/5^
M8_M6;S''+W362_CMZ]NH7(0QH\SXR7/]I>9>L?"Y+\J\T=_@9UV/.C#_&22R M']X&I21:)-)J^B-D6DOK*$M4AU&FDN
ME[;1K@SU9TL=JJ:)^WBQS,[ZXF"/]+\%;N=\C8K4L4[A68Z^4P)F42]LR3N) MDK?
2V2M;U'ZOZK9+P;ZU*]V3A5*R!J:\XAHM21NPXEZ6K%OS0'?KU+YMK>>M M<[?/ZF3=LF9WM3]+1N1[[U"8:X%:-Z?
2;5U*)YQ3S@:VT9^;WK5$B$7&S^8" MX-
9A[MF^S>IH7>KJ)G3/8P>&MWMW[@NG6V=J7#AQ8B,DC=W58HWC9E\07['O)=7-.?JW;S(ZAX49W-4Q849V4

*M>E74O-([M,_S%GJA8Q$:+90TON@,8SVI3T 7.A7%AHO+-%]CTJ; M@[@+L+8"X,[V[G'>KV3S?!7-TU?56$UC=?W9U];EE56LQ^ZNS%([>H76<.JZP M%9@Z>+/;4:.%'YABX*>]@1TXFI)M4V>AO&5>S[!&L6W="O8.)6VO'-1;!;!J MM'A@7JFN3U7]^E2MKD|Y@,?^C+&-UZ^Q9[U*V]&QIV:Q$TYH&.%-,2K#&N4" M^"=H;K4$]MS^8X MP,?.1D7!NKS:HGF;-F_GUD862]1:?R+ U;)(F@8@#^>&PFM%M<+KD^:-^;Z^ M;D7-&VA:OI[&^AKKV;]Q7=2[$R#/'JE]UD;J$/J@-1O[!OOF>_Y+Y%L.M7 +R5R_2GC)9,^T+#WD9+ M!N;Y?C:23[B-M"O']M30"8 YWJM;0V27Q^L[O,;V6#7^*'V,W2^1W?ZU]8M M-"06H.5]+7N6-H=V(MGU3 M8W+,!_,>F|WWS4VSL5DVAF=C|XJ:MS"VL/]_"K3FYIM MU!O#LH&-RS9U+C9QRVQL]2-CA,:686R1QEP?FR_"T&?SWX_?.2(-?FY37;HA M]OZ8![0-: 70!JCU%#H?N6;L@46N37;XJ]/UF9E]?E8',QMI;O=7-_;UM#8; MVS/G#M>SA^FRZZ(#%/ [ '=V&>|F+7TY,ZGI'ZV_:$%J[IL#TG))N!"(5C40 MPF7"W//W\CW;0NNTJ/LV(NU9R3X-+XS--,K]',_'N1EF[_/&4('C(.O*3L6@ M7P)Y-@1?T316NJG:R?72/&BIH5M5279&_4*#A$;V.SCCM*R:6="._N#N K!5 MI: X<,=UV]S6X*VML[%M1D'V;FA %C?_@[PI"+06R#77>W?EOV)#[95C:_M[>OJ)FW8T7-.SN%L;,-_'S>&%N7M[$6V3J\%!94=)Y M36WN4!WH[,"^G6W:O&PCY^V:;>3N%37O[EE1\]X^V=BW]G@7(_NW=_?.QE[V MV7?WL/'..(W=-<8NXO#/^^_K^_C=>VEDSWMG3WO'MW>PPTB W\3F@X-++;U] M:&L7 VP*+')MEK&(/J+UN/QS5C0?(0XA+BK6!8<7!QGKPG?$_';+_KZSK13!MI: ;|&/Y*!T%"QC29Z-[<2EC<0< &#"XGG 8"X M9[AXOF=[:$_VT1YI+'#?M'?Y?F5SG+>;K2_'+AH[:^Q29NRL[Y[MKW7317G^=H WNP^Y(5K+=[X8&FL>!VLJZZUUN.,K2"'I9^>1PFL3 MS7T[FX.?9VU]G9V^M$|?8[WYX5#8F:!R9?>>BC GZO:/T'?@N?.=Q>L8)]CS_8,CLO<]R( )%PV7 M$^ +C0B7&&9][I?T#M\"4ZZ/_., +Y"N8+A$8!DQ,'\IU=)-"R_W!H?9> MF"?F],%A=O@)D'N:8,%E 6C@PF*=J7UV,>V:OO,&"[BDH9FT9QO13.Y@%YX7 M0@,'J$#3IO8YU@#L?3_KA^J\ M'QG.GLXNU^((^W?N=YPK *\BUGW&W<3O M:"VX9H?K9QH\"P>F.X&UF+>=N6OF0F-?VX*IC#7T,$4%;M&2V)(#>AV8AP._ MC((.K65V]3#M#D".0XY-AD8!*G5=3,/[NBYM/S*VH^NZBBYO/+ MLG%Y&%=HX/^G9N,2^]QG%V9C2O9[D^UW/YU44?/)>=DX-QOG%,;9&L6?GZO? MF:3OP'?A.[/O_A3/N#@;E]K?YY]K[TI@/]RT"P G"@PGV/.AH>+" M0G/&.L]Q[:N]/6]&PP5<5,]"B&F1RYG&BGD ]CD&YNVA^?@PF#>?+]_P&:XGYG.!S0UK/_\FVSIAK/G!&,$[7 MP/]G/Y]_B@T*^6,EQ ])X Y@AR:::VR#I*7W,46#@J^M%U!T!FX. WD_S[B"WPR* >1X?:!@4 M-;F4(!S@RX>K!TH%UOGM[4R 42$YW,";J<]KVI;)EF@?AV8&YC[ M@6^M@&<7"\K@\#@HP"S$(>-%35?W591\^^[ M-?X4QCT5-5]G/_OZSFSS^_"=V;?_67V+E]-S\;M]O]?9)_[+ .L3[*#^/%$TS#@M0H#; ZXCQ /R#):-+.^:@@=^ MU [F@H"_EZX5N E&",CW,[#I8(0_2(#Z']=;>OVY:W9.]Z1[[[#-6'O.Z\H$_)\Y|%^2QN>7:DS5\+]?HA$$'@"3H >M M?[QIK-#4X8+) 7T-4S3@3O(X0ZZA-P[5FDJOS;-4%-RDQ=E;YWMM\]L2R+:7 M]7*@::(0O! |GYYKZQ;G\,5EMHX^* SCW"].PJ]$>8'2<9X S87!V:7*"8 0M&NY[V7O,RX#US6VDH:^C>7 Z#]^579F!;NW/6Z<]?;WW'6<08^N]SN6*U]GJIUNM(^B_N->XZ_X]_MNT!KT\C^_LV#&4#<:V#_ M-0!$H$X0OD% ?K4-;#K'56%,*XQK$IA#( \"4[3!5!XSKWV)WZ.]\3[?G*^MO3],X+=W,LT'9BPR=GA0)/E9I-+0@!VF.WFB#CG.\6"-Z@@W^I:270RF!6PZ4 S0C 0JVSNUPM34-@+_H%'=6S+=Y$>.@-Y(HUE04#HIP+F*9:;@7,,WC.^CQ;FS M/0>6 00MM&F"V;GV7K6$$>;@8.U:ZN1@84Z2Y7-^L!K#P%GA\/6Y2$+@4OLN MG$\(%+AX:$&Z2W UG8_6J7P^MT3JU:[JK/2 ;TM;)_C'>:]=B&U1T,9E<=.R MO,"$-('[AJ1P$< =Q*^P.\5]GU)[GISK%%LK@QJ5 O/K=,^OE/5WJ:T! /WC MX[7O>QGF0)!#H83" Z4+[LCJ'C(+D)#']*0/#=$]EX*AM/5]1_TSVYY,"]/L%"K<;X!'(L;%7V>7. MM;6HV5P8-!S_^26Z6"[QKQ9W6B"!1HYWN??]QN@_^"A34*#P,'#8849B> = M+@H D#F^716$E+L%@(D#PQC"2@*"=T\<< &7#,(!L$_#%!D%K9P(>NEEC.';@L2HH]6A3>,5I4VYCO M$X(+&B_"6M+R^$F>R< -=Z1>_>$[=EWSVH\:?/XY@%IZG?8^N(R4AN[Q(0C MM$HWK^EB;>X)6#WP-R.01K?+< %Z M?YLO ;UC<+DT"T#>7I:F@GQT&ZXO$-_:@G#41L>;P,/SH"U#4_S4P?9"@=%% MTJXG29,^4W,[5;&%& \Z0:Z5L 9T-9QMWTT@O\"^D\(AG&-HMW!7P'JD=KZ+MW'$;F%5"=T-;N9 :RX)K4 C8>["SN6(]':UX!_<9\X?&RSC/KG+!'29+Y P3 M1ISSY5+4;C8PIV9^E5DAV'?Y[&5$\V?SOG+/86U^M2_=VI!20N# M@'ZVK1OV_<+"A/V'7<.L3NZFU96=E,GW=7FH4*VX:(5W?W?RV:)$MRS(N12 MF*VL";'UC?0>UO^802ZL&FXQ-A<,N.RX_?S/V,'3*.$P*%V M?ID=0KB+$,A%(!*N"08@NROO6WF] $IJY-9J@)-JP##AP.*L#HJYL- M[+ZYSX"1\|_F_MTS]G<"XMUFD>!=H8'"?_K^OI;.19"2]@5W#@]IL]**QQS.M8YJ9,A1*8AUK64"+%M5.23O_!-KY9'O?+Z^W?8" Q?MQ[!OV+,7;& . 'A8 M7"Z0Z#:;)B _3S[BDQ4/.$:!P,-L>*0\P3(X7.?G)$T7H W]O]?TV2576-G M @/_!N"$JP,^53>_>;$W-7\J?-[,3>^6 F15XD=AH-/=*GUTCH>86PO:*+Z+M('ZD@0_%@">:^%%#7RR?+VG%_S\A\O7?Y"!+S1!O@LT?S\!<<)YI MQ5UDK5IO@!.@";T72E\1WS=KUM9'+I6DAR^5WEYI8/^51T[?63%D;G<-%&& @!@T!)JF[6["A %-HO03S M#+B^?RX#@K]DXV\5-?_Y1T7-?_^9_9G]__=/2SL'F,,5T';H##[DX$>0)& ^&(V[Y>S/_]N M:P)+A?._S^8.D, \/CQ,VL@CT1'(D[ED32]WBGO54MAL(ZY@^%!@;@PL6B=GZV@10N$?8!0@:"%A;4]W^Q]\5[_V>&[2&%T:,)S+&^ M$."X< V:)X"Q#P[WEVPAXA557@QHL=@#-W2UUMX(TU@=L-[_3O.^WO #J M/B_V"080U-!'V7ET_[D#>NY#7TX:N9]?!?(!Y!"< > !(6+@M5VJT+SF( 0[&;!?SX <+BL$ MF1FL/\7N$,_.U2GNQ)C6;5**ILM%>(7VXBP)[Z.5M7. UD!IL_B3*9R[V5Y!M:'#^1VF]SPX:^C19L[?*A7=K<$=.M>?QC!TIE]/V)L@]PP> #@4,!65+2U#T MUZT E;^-U5;U51C3,A4-Y?[S=14LV<8V"H<9IA6T"%QP7'8"^5\%"!F(_S<# MA/]7;8#^ P -&NJ]IIW23X[+8G_3C8Z7)Q93%H^SO_/FQ^MR)DO83M[??S"WF-'4: J_ONZ6ZY,[D(<%D^.L4"N@B"OC98DAX!2$C[K]G4GK[H595/ M/DQ:^1[2=,^Q@P>-&^XE6"048B]EF;$?5/!%W/@VYE/%2XRF*/(TH +!]_] M_GX66*1V?H&!%?;AVP=-T%_5U[AG>?;7N(/:7__#Z[V'0376R7&L &[1&MQ;2ZW4S0L6AD.Z7W[6+"ZKT]!2(3%"P^UX"2^W63OOO6D<+E4=L_["/^'?N* MSV.MWO>URH#Y]8'F^G) ]UQ]]WGV\>,+&KD'K^33&$RY)%QW=P-^#-"L:[ M-NH"Y0B;+_S,7CO /.D1J3#*\],1O 6PT9H]R,XPGSLI/%?) SB?<'DAWH.M(ZP>!NH]\VH+.Z<,UB^OV$[K KU!A6GJ=*UT2,%.!NS=-;B_64D.JG!O<.YW M*#9RKP+@?Y(E>:< ]C*SB.>?;.#*M,(]%<\8G8JD<(9QYN#K9FW#=K;_^#P# M\:?:]_"N7BT7[9TIIL: ^W3=U1O,6H#2R!C"GK:NK!-Q#7TE\Z&7!$6;R-7RMNR_G;QC<+>V5C[M2P4R5NP6I5'!]0*HCT$@S_2\!S"LS4)@9P!S^5[^D5Z=+ M2B '<$-[.]A,Z@]B4<)X_4RYOM!F/SI2YJOR7CWS( ?TVQ3<>\#>C0?D%A,\ M<+7 EPE-$EH/_)$LLX_5AN+'0$$/M !\!I<4VA< !<($H(C+B&= LX5%\I\7 M->\,#/_?JP:,^#LME!=L';Z]7YKGQ0:N,$7?V\.T;)>-K17?+UN8V0(DX X.KR.SN8B.F:6(-&+>*POE9 /H'$S= M(KC;A-:_[Y [Z4H#/&JC)Z:T5L8YMBU4%V^@2LYU%5P=IOF/TGW9P]8?R@A< M37A^%"0XG[0@;[B^[ MMSA3V ,$>0&HF$]NB11B)WE>%WSYI(;I8FB>BBYAT\=AX=:QIZF)4!; MP&$D(#XH-X7\S2[(H)7S3VC]+QI8_N>O!E1?WV:6"37.XVP^T.3P' 9D5PP'M5,'8&0T63+1%5TM+N<@Z6:$%*E3?".X%IE$>;MH1!=%U!IAX'VCGL*IRJR(3 M1C_\P_:3 G&ZK)H+Y1X*IB\UT\W-KXM+#2'B7!ZXT [L4:A0.SS+0!I@36OJ M;K.F8.'D+KG;S.V1QQF.MC. U#6XI5@&OD8J*"(G30_%.-9)J:7N7L!S\3T4M9K?:]V-N!+0[@@"Y2FZ%B4J9.\3 $.<> $V_O0/X.HD#B)6D!0H%N.:@O4*; M+[%.SE$@]'*Y6UP;O=C2?S^([H7-+0XIY_Q^E1%9L66R8?.>HAN9I5 T#'S M:F3(O#K5_/74BF^0(+O#0)36UQW*,KM>V287*RAY0L@RV4%[OIE*\@3-IX#5WFVG MH.BZMO>,=W4, =%&=6">Y^A6+1-*?SO(W;)ZR$W=UORC %"X6EQ#9?#O:6FIM_S"S'2X&:']TL=QJ+@:X5Z"AT/=V@"3]=AHHB=_6+C^UNNUDLB+[8-<$\%X] M!W./OKGQ9BW0E)MDOMT\Q?'*E!.-RP(740[F&YHKA418#N@]E;O=3Q;)5J:! MTKUTO"R2*R7$'A*8/ZMYOR -_273R 'D!/-_&*!_]]A<+=?:.KCO')<=VC^TM20:Z KMCN1+_$@I<[5D.Z-F>O9)9%:^M:15UN;ME?],."6A7&)B5!&W_(2$T MTUQ&$-#0E!BVAH$.P M%JP)! O G"XY:9:XE#I*_*L%4L+D@AJ M:Y<6WL'MQ'.%W+U M352WH+G_W.L9.> A5DQ%7)WN9V.2U8"A ??R2VD^V6=^=F[0H!^:G"YC%9@ M>,V4V917!C?^G7<:FA&)I1H%0I[6YC]GNJ(' K\2;"\:N'__E FVKP20T,[A,H+6@OFYI3K:AO-RIN.)=3%(I$".1'( MP-!(X-7>5AH-8B.L,2XD@,0U- AA[ N#MT]ISV!-5)FEP0#R[?*57V@6#8>-K.=T$XP^>_?2@N>5H[BMH M_$GVWA\>:L(?I=_4#->U<_F*M',\TPN[ #YT"1ZN>H I8=|>E:]6:9>TXFY* M>T(?_4'F(L"^X,P#Q*!US^F7XBRLW.TB#O"8U[ZBZ!4"AP_.,5U.*E!B4/BD MY,-FGOGIII1 V4#Z+"M!Q2<$+A_ZS-MKM+/A7/09A PKX?,%<9+CK'@-P0G MK:"[-.[4D%L%0I."["S%XK>@7E^[.!1SM9\^U%1I>M MRRLKAR(EU](5=X-*

5RO>::L_V=V,LY\GD;F,VVC2[Q[A_N.,0"DS;%"T'XR:= M+1D@\M?\KGN SBADN0 @<$CAA\LE[49V*+$AN"1P.7@
Z5ME=0#4H*'2[XKT MMNFFC7Z!(H,SS._-@[*=;3(V&QVJB;*6/M4N=/8Q
MD*1_7QIQSI\A9C^FQBVGC(INYC8"J$%;QCY!\-*'?X*T\RO-2L E1EP! N\[ M9?]@C7.WU%DZ-
WNHD&B8?.=KFUN)6G%ON^ X(_ES3DS/@7OEVP<4QWE<::-W M*I8CH05A1Y-^G-PJPR2XUDI<.AXH9TID:S$:-
BUU43HW>$P9A7L \1%JZ9[G M?8)R]<\TRX_Q"+EU0,N ,P%W'\YF#N:QL44G&XR5#%3 UMI:IJS0 M];6;[+;1'##
<8/WG$!"XSTMP-%>[+W(U+"\E81-;TUZ'.76H; M.D=N!T3(Z8OM*7?+ ^J8QX+! @D/[C;G6W\ELAU9*'^@#\G_"E+S
@I[4L*"5 MCU39[IKF%N# IF,,$* /25S*;PG$YSIWLF@TJ?EL91O,# +QI;"(XU05A(A/ M(B_IWTY@WC^,?FG !8-Y4D!,L
OGJ5PP"^GG?5B%4D\8.&#NL$2X!D\9: #0 M">:5LE0>4W7HS08P>#=8.=1XMS!PSBC#NSXS Y79G4PS M>DUF-
[1SN*6@$>*9 .E\'H]HS_YI@ Y_.8+(T%8AK.%VP#L2X+8RX4O71J1H M;:8TU\:AP8EXLN$Z(M ,MSTJT1@O-S
EF#\O,'_4SLTW=QO8P(^-S\+LAQ) M:VY34^5NVRN>3<5R6!!U8Q!:QQK0PO*+VBB! MK%!63G]UD]3]J+)A
G7OW!,KB*FA.DW&3@;:KGS0/W^8 JUCS2*$ADT.G^Q, MS.ZKX+@Z2"'KB5:!FJ/@;L):8=;5.%EA;I%
<+>L'EJ3J/A"7^#>*[/X@K3RS M9.>?)(MY-P4XATG[[2_W7[=47$>.]28AS[UP#HD=RK1BUR(%IAF4#>\(//A\
MBKE@_1V9&?=\2NME5MI=%KN!8,;=QN]S?=:U?<_Y:YJ7-J;^I8J(?A-@[OZX MV:YA#3)SB9?
E.#LL'AF//EA>F&=U8:8',PXYNT<8L##'>JC*K->U[WY#47%< MRC=AF@VW@X7/DCISE&E>9-;;4+^S@;)M5-
V&/&"RW1TI+?T4$0>=:<#LJ4ZX M* 3OV+1A@%T>Y/>R+/Y <\U JV>9\W4*'MVI^3Z8(O*\(.*I 1A]I[3%_[C;
MZ7EIA/>E/%X(0_J#Y?IA'O6: H\>9D8#-%Y&8&>,&4([BS)Y2Y6S#TK%,IY;S0Y@74L[@+T: MTQ /4/;2.7)CW"A!]IBER#
(A ?$"Q22^N$1Q+%G,+- 2D.=G;M0>J?B08/Z8BM?NLSW$/F%?29JWK6$ M]IT*4%=1'BR@1\'O$LQSD&@H?H>.I7GG!
(:]3+M"(01 B:X63S'[LRZ,NQ5N M5W7?)-%X'IOH7=]7FA,"6C ?'EW6B@=#D:;HC8T) MZ@T6#N;PGK9
M10RP]DY"*P]*%ZA8(YC')M%YXY#."A+V#HR%ZA' O'3QP,-:Q+F$!8-XC@=; M(0R1*@OW#L&\V
6LCRSFXMR5O>+!;@ YA-FWRE+BG;S40!]U'N_'NH=!29"Q MJ*Y38!=M%BI0%P#F3*@H9L=U,PS)"
[EV,!R@E7:N)2S@+K$J^1E1@SR1>)[P M;]@KYI\?;-8-L()"9W6Y)]N%"ME?L"KTMP/F3M;3U\QE L,>EI$"_RLK^6Y+
MW"0YF#^G=+P[5( P5>;R,79IO @$6OA<]XL'+9Q9+&-5>+)O@5%/O.!L337( M
(:%&R/5%657$SC0>%A>?:Q=UISW8D0JQJ!6ODYIQR!H)RR'/];<,RBW=G9& M^%Z]4H[!,Q%0>?4@R^9O$*_H
#C"ZDB-'2TPO\72YYC[ M?(RMQ]O!/46-=>4 Z!U+^TBR-=BJ21O#OM"7>Y2JB"]2>IH'DY\+EHLH!.AB
MF10*AW94K&1#@?D0LSP@L.#"P+FA&^>XT@P.6DN/VC-@)1',[];Z>W#M"#M?
ML#SQO0RN!6%5%7+_PLS/0.09X]T\^$&^>^O]R?4VSM2JRO9V212,O]UY5*$S[9
MS@4MDJTEK/LGUQ+>O6JY8(TX'\H"E(J8:>5<,=Z.LH1B8 NYW<:;HH4SR;C& MH[HG3PG8-:"UX[P
^&DICC,!1J5N@*TMA4[+Q'>?OV<=F 7G=*7)%IKVSO#:G'+ MR\|?A?7]LA"?
M[L)4,1]9):0F#R94;6=]G9MM>U3<#MO:Q@%V(^Y+XJ=L1KK M7+K%V%\6|.9F 4/ 4_A>;^>1Y&^1\TE8 L',
[*H3U!]@>P5I!ZGA3'>Y@EJ% MAC,-Z\#KZ8 MG>EFGK_KG!>KJ7'M>DD8L&IP7 @67BE7BBKU .;D>
[DVL0@B%1)I9O/5H !_ M!\@#E%A<]*P.Y3,A ^8I:>?7F2;% -1X R2F7@VQ5+CJ;.TKVPG06T@[%YB_ MM" P;Z>..A+
"!CFON23I15?5PKF<#_DV2P/F(#VP@WF/X\W0)XK+G:F)JXA M4/>N=&Z8$GEGJ,2?/OWJ4U#VP WCU5)E=UM(#G;.\6-
,"L$B03 MO.>NSTE!4-^;LJZ<_ [KP>R=\Y/%P^R9+4TI8N:,,XD6>/Z7J)ZEQJT#!.2< MP'L$BPUW$]EG3'6^-Y'
,>U7Q8BX+]RSRV5)'2*%<*19$\XN6=)PIFD=F/\T M,/]3,F5ALI.PZ2D#BZ_O"+F\YXEY[3 [@(B>L_CG !55'"TZS9-
3IQ=2B9ZE M%+E]E5KH&F)_!2_E\R:HNY;N/3!W35D",&F9)3! C1W6DF8_S(0 /L,2Z*/% MPW*5Z'7QJLTF1TK0#@?
UP%]2["N;!^8PLP:F2@M M*0@K:&ITM607JW(Y:>=-+1BZ4,W\Q\#\P@*8_SE5L#+/_!%IKC>$(.@QI50\]'Y.SI<
/U):^9BD MA2&+A8 ^--4D0&N'.RYWL5QK>\:BML=5'/5" 7H:NFHH/#REAW&ANE]%;?IOX TV5[2DE7,YDV[2Q
MB&X",0:Z5^X.!7W/",S_;#^G17*N\MHCF95WX"H$.UE9N82!1 =SQN"4'8?[ MRNRX XQ2%\+5A6\.YBI$++
[[1WIW9AYMIC] 7H%)L[6T\T9U8+YX8'ZK-D$N M!5: OAC\H/>'-+#+ N?#!#'K'27M6W2A.<'_^:5D_SBL,(?
A*@&8TZ^X>FE6 M"@#P56GJ]$EN;KYTY@V'P*G[??,\8&]:L%,J ?]$@9FOI@;/I>ID@OET$RH0O"Q&46XYXB8
&K@S(K'5PL"\))LE^HF74V9/B"4P M:-G; )OGUC.IUI*;94V--03PTMKY.[U"MZ3!2G7$?=S%+%EFADQ-'$6L_7A"
MY^VO!NH0GK1(SDQ%.'1;;BB^^.5#(^40[/Q9P+R%:3$IBS>.$Z4<%.-FV9QNP.S-BA%L9,/B?61=*5!-"VN"%:&09D$-
,OZEUGHLH9^> M^%'(6#A=@G)*VCD'?P"H1@<,_@SM"JN%266N&>,+7W
MK\J.NU4*H<=2]E8ZY4:V/FPXTUG:>7_Y&5E?ZN/%9UX5,1&#=#LD,';?+GW?2CUD:?&%"LJ=D CZR>
<]3AKK3N:.@,N% M12M30V'5_3+YGS/N<[@WF.I\J\TOS]S8+^6=LW%%*- I1R@T8PG_%L'\Y>- M[9%
[]A=E$#P8BIRN2G.'!4%*8J ML=-%\G2C!/89:H MUPHU\HV5+M=?&2%>D;R!7"RCC:PM%D5YZ3ZI?I\33?$_M YC_,8#:
(198AP5'EL+5S$]=&<#\Y28+"3S72P53>6YU<*E0HY8F3F!6/8-G M8[TFYD&R$ XQ@<(Q1#]?3RF8 W56E30
(,>^>A;+^>9>HLOSX4"")YIJK 6$ M&$GG3D[5T*2775L=K]H9)3;]_0U3B[J?!6, 1^[OH3
MF/]'KC'R&STF=LNK0Z'3>&7&;69S(-5 U\370B%;WVV&!*4LJV-D& MZ)"JV AF=#PM;@QG:E.#9YK;=R7?:4GK-
6];=KVZ!4TP[@J0$,U1=5H)A6U' M#57(.0D3#D_)Z*F"BS55/3?2W /0,)D^=YK :%I*0:0O=Y):7'EKLSTM$#-/ M=+
D5MI=M*LG*9_ZZA!7>"R5SX,Z^)M'$^TGPGB?.]%/ \E#9U"]5(+LI6,\S035&8)"T/$T$<.\^4+I%);B*[ ]*BF:Y
MDG(PGV]^6@ADQ%40>";/?0#S&0',7UH8F#=1D5T[44BO:(*'?O'55>F\S@( M?(-D/2)6XG3"_'-
CY=4/36ZEMT>H!@.*P^[F8LEY=VY*2H//_WOQ!F'=<9:A M0,$U"$ORS:V#BP49+*U_O''TX@P/U+]4WUR$WG-
XEG+O87%!D#)X>Z%H)KSH M[EFYQJ08,FG@'C6YF2KMO%B=K IJ*#_TFS>M _.?%\S_D7QVY#>_/_%BN-D= M
S8,G#YB?MN\P401S#>U; \45,ST7IX= ZM<.Y64=S+3D>9NCP3L'*%6S\%#"'/[((YK$BDV!^JSAVIMH: MY&.*VH)=
(&K3*U5[<$LI7SA=3*(Z8/&**A&I]4^S@+&3*;WK/.\;*G-&+'UD MR>N>N/;9B"."^;$!S/\D,'LV-$\I!^:G)C"?
&\":F%@7D_M%T,+1@;WG#IZ MY9!/KBKEN4I[9:;52'.C(?CG33T0J&?'HAU-D'&,T;]M8QDKJ'ZE-C[&_.0 M\O?WMNI-
+Y)BC$9@6!;,;[7])YCO)4;(#2R#!V>FNG4ID/_L8-ZF .8;"\R/ M+@/FSP4P?TEY\B*K(W'?V>9>0F8;U=I=BN)LK5?XGXF
=#!B7DQ[\AR+@_EEI4#^N3O&W10+!?/C3.G(P7QU M(]4#']-2!^;5AB->] 0J H+Y.?*;
[VFIJ4RME/7&'/DZ,%_*P/R.!8#Y)N;; M9%%%UQ3!]FI)Y@:W4-$&S-]EU9&GAS2G52TK J;L/%4GLAO.60)R95UX;U&G
M)2#GLZA"H7U# ,#=XH#.SC;CU5WF3!6O7*=#>G^**["UW#^5HN@==I2F2/:^
M@^4+W$2EY7WLLH')LL@.]S\%\X<6 .933% 1R"])C9I967I;X*AY-*1E>A%( MY$:1@)RO A8V(=C67 Y.N9H7)G5/Y?
%Y)>'FOP*8-[!*7*2)T@_L'$8K)2!G M=I12,]E";7\U5#E*,883U.?V-+-(:HU3+38!L$) F5VX]K5X"@#\
W7B0J*M4/3:29"8A]W(HMCDR6@2^+Y14NS:4S^5NCMEJE=' M7J2.1052K;R2U?LBGJ2+5@!TYJ@?
IFR8<\R' -7UH;S_:?7=G"F_>23@^J,! M(O.ZCU2)M?.']L,F ."-!F#_ZF!^02F0>Q";Y?.11?.I .+/BNKV&965WQ)J
M#U28Q**I+64R]U%\8P4!>5J5R[:)948YAL22"DH' M\R=$6.5@OH?XZ0I _.E \R+ =!S YAO+(I'JF9
R]=PU1F[>75;%K=R/IEDCA_%='##K%+ MQ^JYHS4?95ZPO9BWUGHP^;6I$>"2G:9,C@CH!RA'74UL/U-I/_F:[TC=B7R-
MD%G!%,6G$VB2+^1\N[PLD/)6:0/LO4%)#,%465$[4/6S@_D3"P#S*0+SBP7D M5P2MW*LNU;P#W\/&'3[^(C"_-
V6PL&!J0B@K'R:R,8$X^5$ZJR"D@^TY63S7 M,S<&BV9^23!O9,#$*L-EK:B+6OE:(A7;VA0$!M,GI"Y87UQ>GK -U<5?
JY$R MJXUO5]#].OL=K#7<* !MY%>#"SS/*#HV$6M]Z5PWCP1+Z-DR8#[%W(0YE>Q@
M2_DL!^8O+PU@/C.!.8G"G5@OOBIB4\9$+#3 MNS: P/"'\>$D>51NYZ2)2FB8@N%9%)--
#ZMK=*I]7CT3D(,.7S=3$GSZ%V^5<.$KU5$ Q##Y0(? M,R^6@_H1"J">:*X8N"%J$1[]V0ZH-
WW^X>^E+=,@,/#]N+@PH]_9*54^@FL% ME@7]F@W4F*)^*"%?DFP6I29Z3B\SCQZ6$+M57"F7JN#K-(L;P(V$,X"?0<
Q M8'Q-*5=/B7OEV< 1]++[;DZ+ ILJB4_[W?:D+4FPPC?,$:Y#5T0!T>0- IX_-TQ+K+3F@OQRS63HKVZ>O[35J.YC-
91<44MX=3MW<"HH#!V[S17+_2-' M^Y=JQLQTN*O,!(5?E1=O!]. 2-$9P+RR6:"(#9D&3O0S*Q#]N+_UG5ALXM5S
M=P8@5^5F'K"[0=K2% 'Z1+M,-(5/5 #U3'%I7R9_>1DB,FH;E6&-I 7GY%L3 M54 D?FVDI8&?'*X6""6ZD)0+7-
E@,%EN3U8>\ZQ#TVV"6BP:\I9XHD;V//.J,GGF+[N;I;&T\Q9& M4XPT6&9'24E@BJK:I#%^HD89;*JL
+&7KG\KXC4"^GTA1G-]J)@^U805U_M(

M*0Z'65IBL:-2V0#HW\JG)K+Z4SSZ6&MRZ'NQ4"36^IGRS%D5VT4E_3^69^Y@
M7BGJXB="D=U%=N_R=H)J5L'&*9[Y59>:^-/+^/E\FWGJH^HY/M(N'W<6$90)UL<\@O;K%YQS^"
MP/M'RL%G4<1=XI\X3XV%G?M]4ZMZ)/]$Q]29G27D@5=[BLI_
MI_;LC8[':HQ38^V]U0KMD$('=J='OKLT=QB7])N'0I_1BZRL/@^ *BV163R] M!.@]+)LG!W.WKN2?
+FF^<;D)H7)EX0[FK(3*>7\,0#:6$'0%J90$*#ZBV-_M,SNGR%S)TU0G2]!='WH /"9!_JBZ #F8]JTBA>A9:NEVB
D\6&P,@!XHMYX* MU' F/34Q%V01S)^R=6$+MA-MS\A1/TQ,D>(V\;/E=+<_*YA[UL_*9@U H8+O M'EB
,T,6S5@T]/>D&)*_YW9AB--?!&KDW)H+14.5=45#/P',O2#F.0.&'\J4 MA7,3+E I_#$&S.^ID00N(L""%81G&B#
1PZM!)H[2*WRALRCS31<*)@K2,5L M_%*0\-C*7CTM>YOAX)=DVX(VO@C*F!Z7)?MD>0B8M'"U78QG6H EPX@R<#6
M90+R&T-!5"!\X@&M2APV].D^JZ*(R#\1F!3?&I'X)W!8>5!;)$"G\%H2,'>B MK;^4DEZ1T_P%BN%C6TYGV98JX@W+<2
M^H1])$1=6,2./?>%4OYG%*M0;(:<-,4*T,W4.+JO"3$*L!9JBM+XY^$$)S=+ M7\+R1J$/S*Y7S4[F(Y?
P;BSFQ6,Y?!^8_D371 M^TF^;)<'X 7M@SY7;\]UAO@]]D^%-N0PWT/I6X?*E#Q>S(FG2^.=)%[M?4R;
MH#EM))E5BEZ=Z8_6!8,\]F/D$]P MFY2NA^ 1>:8C/6O#):3 %9\Y72 /F@9'KI0+['<^4,D[A M.L,?+4 7>'WE@:UG)#
>2_YX/N=BI60ZM>D6IGF3@J&/N<=F=T^\X#ZWN1N% M9M'B,L=WP57G\0[NX?/)9">8WQ'ZL"X"!6X)F,>>K.
[.:RE_OI-(#3"-ERR< M*D9#W0%]V],D;.Y+VG.N,-QO_4\9G[DR9?J05&JQ"XAF^NVL[2V6/&95VI.,-#)3?/'4H-FFKZ/!
(WI+F49W!@Z"WDZV672 MTJ?*]W^-!6[!+T.^F;L+OL"_:[Q@!Y;:N3=]GJZ+?*ZB]4X]NUFB*44&!0$] M]F0L@GE?
-2]P,#](YOY%HN>-S2E>#)V&BLTICBWM- 2P8X6CCWY*]5Q/J9Z[ MJ(.,>GUB?
0"N=,4]*:'UD378@^6>I_!8"2/3"XL\@&.4:-G->4AM=>#:M;B!N[P8*;,11Y1^!W MA\)!0>.
Z[[MRRV(]\T]B47377G0UO/*V$M#T+[=>F*9WV MP=K<-#EKXA5VG]!&D8'?
K8TV^I4!QG'DE=25K0*QV^*">>!U9Q)":!"/ CB> MET&FI,!5 G#&>\5FZ3E!FE/@_DG=AB:9VXD*X8ZIP PN5-
)>M*NCP%UT,!_[ M(V#^]] #] X%+"Y-60O0W)P7F_T016/*EG$[V.%_+X+ZA&3FLT'"%@;*)5W# MV\C/5Z[+B^C>A;6-
NS?T #U;'=&]H;,L(C:CZ"5:A)5M($ + M39D!R;WLC.0MXJY+W.X\&X$:F;&4JTLO*8-!>,# M<930C72]!&CD,_^[P/P9
/46WZW"N]@PM9";*5PYV! I2[B)Y(J954< M8C'!_!:EWCUD&\#.(']68PK/AK@HM*D*57Z0J+BPV%@V:J5 #]NZ
.;+V,_(G]S5M%F:Y9N4FKZ_&HNDV!F-^N[O#,];U"Z8CG MV1R@80'@\$XXB+A(#$[Y.,*:.;#*[Q0#?&;L>);'].
">#SE8__G;R']ZB;U M33U+1/S[*%8P5 &Z8$Y6Z<*Q!V@S*RS*P=S;QNVBPBCO 7ICH!N-8/ZTNM'<
M9$%G6D1'B")VA(3HRN*X65Y\-]V4O]_+@) ]1W>Q_.T2*N$_)H'_;71;W2;M M_$*E9!ZB#(41!NC(Y('6C_V#1O>:<]!O8H
N.OK,G7KXVI!-XX F,/?4 M2/8Y=8'EC1JV37YS^NF=X*SYCX!Y4]-DV4VHJ]%,T*6WL82-_6<6J; YS'+ MGV8C:R@.-
XC7W7OF[IOZPY* RTFXAMF]X7GVQASG2W#&?/^G0G.*>R3$Y#Y[ M7U;RFZ.L4Q>H>4EI&Y9-
A"RB1(;EC([>4!C_!J'%U+!C+1T,9B'> M"1H1QRZIRSH&@(_\&_L;H 'T/W+.EXM3.B?3'Q\,#'$OR&_^H'RFTT3L=;*]
M+W*7<9&11D8:@R[FUZU&7*!)&3!7#]"WAJN!P2'FMX608(_2.T/NNX/Y4U;$ M A<1LQY.ESF^JVF9\
7/6CY58[+Y0ENC2P"HO]8_:.=[F]"C-AHR+5@D]9A2 M\>ZQH)?S5'\2>*K!#,@^L=]:SC@A@>8T)C[QM7 3S
MYU)G)+T'E4[I=6?D]I<)VU!J>I99[24]]0$VLR+3HU[B"=Z;$F+/)LGM@#](G4 MAQ9__)I(\Z4=KZOM//-C%M]]BJ)>9"-
*B"HZBU:,9&S2/(..I"WL+N8%WNM M;Y8 R,7 34-__\4A9O5D[8%[21?+>5)NY(K#67L=33U6LG-?O8SN0J#PK0/S
MQ07S.PV$H 40S)^2AJGN,7DJT8%F=N87IH_Z1JK]6P[L3E(T*FGIC%IOEIHQ M@[N:-K/+A?=&I@#
@0TOQIL&PI9R%Q6R@()[Z@=EDV ] MF=,NORESSL?:=]-OOI*R.]J;-E(+S%<0F \TSF\V_#U4#7\O*Q0R/9O _-NG MS#T!
[>[3"\VR@$!Z>T=U=^IO A0:*#16/KNY7?A9;:U*M80FX1#YZ2^4YG6O
MTE5#*AX(N0#H,>6,63P[6T$0+BV^#VO+MG2;",AEP4&+A_9*MTZD+KY5[H:' M%1=XP;*(&(!5:
[POO36>Y_4[G>IZ=BZ9ZM99KI;&M8'LI8I02-1,141MS=T" MKOW$7U+J+*=%'IT[FAQ#U+HJN^M-ZS@N2[3.HY-
M46Z57_XQN?%PLRB254PWI[O1]U8! MMQJ4%M/]_L"\7NF B40"H8YF;GHJ&"X5:$CL!N-=8M9)@_TP
M%0MP8,\+2(Y3'O:ERC=6Q1LMFG^8(,0A_L:S@*XV[3PO[UIV39E0Q=)YND)N#P1G?[4LHF(V#E"N,\ M]N
M5U*"G(X"NY&JCL/\RK1PF A6].DD;OK"4*"?#HCS,J&5@Y7)-L)7F/GCD#^ M3!+X<
,RB^4/I@21PV<_6Q,6TD$KA]L/UA#.8L7/R\?^FP-SCSC/\+S9QN5; M/,$-0BZ3ON8;Y0<+-
<%8(Y!XE,:7,#/AQ*CE4U5A.@KR5_
M>N""A@;B_3MGH3=F=X%Y.P5K6J6\;VJIKP41&LG"E0']+R\^RA52EXHOZEX;0CF+RIR M_XR*E#RKX;(4]'EG;
K243,3Y2>J6V=ZMH!G>PQ4P]]MK?@(F3'LWGY- #F9 MX !RI"8R. B_ZHWEW2S(>(
090#6LSU:FF:.RE1D*G@&#:D2]@N<*5=+Z'N6 MT$,&+J3)O2_-%6#$(ID#[;T)ZF/ESA+G-_[?*65)![N_J!1.4 7N%#%?
WBAW MPX.)Y(P!V,=* [ L[3]#.>?CY-88:GM)\J8>8JQLH1A%"Z6%^F@C#OU.:HJR M@KD"F08[RHJ22+BEIM9>K?
FMBM/R#ES3!.;>1[U7\N,SBRCT!(4[Q+5=G+-< M>(:<=@9:[TCQ&;H1;Q=IW%4A 'R8"J>VT;P'JBO72F:9@->
(_NB66H/FZA%: M9CB(PVJ$*Y!NSEX*>@XW*P]"$W$E:.6(S7CV$37R)P.%AC+(8&DQMB$"NOP. MK)X(Z&"5_M) OM2
^8RBCTNYV9[21PX%[Z3MT>"7;1>:O+?$!KB\@[!W6BYS#D9UM_,ETP2JC];RN"7XDV9?Y920L>)NV20 M"=+
<;]XAN5N@Q3$(NH[ /*;-G6-"G15^#X?Q4-+0/4Z EF"?G*JR]4-$_[J_ MVO/M9>O(F,1>*IS9)]0H'&.
F5,J7*'XP%WRG3]G@.$^>^=!H3]VV<,691 /'9ZC $=R#?1E4H_/<'<:8QG><_5 M]5*K/L1#".H=-
?]VVO=ERXQV:F+=0PVL^X9@\&BC$4"3&28&7!!<8FH]^>UC MH1O9S:I1N2"<_QUDV:\E9<:IH9?Y>;G8?S-
@'B=,PJ9&MAAY0]H.2B-21^T)@&=:>XJQ]75L8_[$]6?]XAW^_40M76MNJV/L#2BESK>,6!L:_^WB\U
MOV6&01]U%^HA[;!C&!U4N-$U-6O.BUG&*#WLN*0ELIGP'6*KNU,,=G>%)A$G
MZ8#O8NX5@#*#MFL&WI">RNSPT5. WD^ OGY@TO-\X^-%CSO5A"'\F@3S?X9& MV,^$1MA_#-D-'AS<7GYD9021(G?
EU.R80 Y?[2AK9H#B(_>7PUJ"G_:[(KU
MM8*#XDUAGOFYID$AA>VMT19\1@ZUM^NCW[Z3TLZZ*K=]W0(!UE$"EBN4P>$ M+D#_3N/?$EQ?
7"*6P!.,XI0D9D>*U_L06T,V=%!C:39YV-^R=5A)?(PX0+!%>=[>7([L ?IC@'0!Z3&!R3_ZB%&QVX!Q
5IN6SC,>R<\ZEQG>-D\-8&BI M#M$=V-T4&E@#B,F0?.S&0!']9.#W#Y9*WNQ<5A.KH6-,8UFE(O["0/ZK@WD)
MD%>8'PQ^S]A9G("XLLCV!YDD1.DVJA$9/%2A#2DK_Z1,EBRY-2!^]-%92%D=W9;$XB'?2(>]B@&=/%26L MK^[MHQ-
W!RX4,RO4D87:BICJJ+7<)2TM^%#)C;)YTH3IKU93C.)@44O/I*'3
MLAB<7"WO>Q>BX#=UNM;_OI1(A9PJEAJZT\5ZAH/\R?0E;VW^:6I1:ZB01D .
M$'A'%9ETL607^\MIRF_VE+6_6(4=FW#/5%_2AU4!.LVT56AMN.0,@J*1]EH" M=/&F$-0Z)[H$^.D)YB+
^LC/RV5R*ST@]PI_!$UL'C,SA&[R%QE.?:?!A(S M,@:*]A79##B# 4VU#Y F4/C59=PN&FU^&Q)@Q"W"D350(*KQU3
5,P[5RHL M\]VWE)MC+;DX7.%816F:*P-4MN7"< MC\6Y:O80&=:0=#_P/-P# 'D5SGU/T\YA-4& Y/0&A\@*G*+YWV;/H!
(CY>4K M626T1$\W-R#./-X;]R8_]P/D2EQ-_?TU!7L7>)@T51?]3T=I#3$S4U(L+;C MQ.0G+V%+55$=2>W^&-
;BK%#8M8,RN@:DK)OJ#B&%\E? TZ4*S!D!7L8B]@3R M+K91V#B $37++9,/]&/W@4X+C0@>D7
MGX>E7VA(T%.'8WGE5'=33GEG V]6]74HT[RYI_SDL4F @H^DN9UBFC>.,/RU_3])D">UEM+916F&?
7"%CSF@S71+=.O#P0 MH-3*>QB05[8W4(?KBUKPNO9\"(!W7?&;*'?+#:DW*\XY*GW_+:N$_;^MDPR#,[\;26:Z6;
M>F0J@$8BHZU4Q;:WS,73189_?:'2[.E4?NM56S0?;P]=>D)P"YD* "(D_@.$ M:-*I,(0'Q34_]\]V*8"Y WD/:0.]Y=]?
IT!#>F!BEN.%NL4.<1XU?\PN\[\? M",$_I>4Y+2O=+,/LPM+=H]+R6J.'JA3[A8PMF=P-[FMO'6D"-;IV;+=CX/0*? M?[:,
(PA?"I$JI48^IN?=G(BV/CQ6)OA.EB/,@J_U=;'%;I@'FX>(FG9KRV]G MY>E)TA#F*_:4/ =5-GE&YL)=QDWC*7I?7&Q"B-V-
G)WR=('Y!--ZZ4O?0R/R ME^P1 /V?,NMK& M]IKW91_=EU.M&AB6#INQ*/_;*U._4V]+-@V_,M06%/APZ&)96?>ABRDS;
([1 MT5PN<+?0&EQ7 5$)DYPGYZ+0(..6$".Z6<'0BY3!=9()2E@]\&_C_$-+9R:7 M4D1Y7S>T\PT!%@?
C1)LIZ\AI.O8R:P=WBA;*-+EZII>Z.V,V60[D!TNP;"-" MK0%2J(JE^PU_CV >>;Z;6H2:^>3=DM_5
YXTV7;6P3R\$(W_0^B\[GS53NHC MCFYJO'>E%#!J'1,-8'#)X;9!@(Z9(EO(!RQ-W4$B+Y#I',"\4P@ZN5FWA@!T
MH]#MY0#3!G)_Y35V@+YY*%VD;Y](:5 Y+XDSLQVM;):=%!C:.&7AT()8*5D2 M'"N7:DBNE1!8#E;[L+-D^E^;>H-
^K\8>!/)_B*_%P?S)T!SC6O4A/==<+GDA MT_[*[-C;YNS^8_B7]M[@MHY_37/Q\(TOY8,,$GJ!)U!PDW M#\(.%#_+&J8

*,."\B7+-HS5WCOI4WBJ+[IYT=O+F)?>IB$C5MVQ@%Z M@;;.\W-"09CMHH[V.YA;C 5GVP5 /SX%'YG!=$.@YWU0]06W*65/K?%(TQR% MYIZI2"P?.VN$S!J<%YZ["0*O\T2)K/17@M9]B03L6U$?,^?]T@1BK')4,8E!5O\/U) MT,@)Y-N:I4T.EKZUB=#H8FGP.P-S3T$LJI^W[ U>J,>5#O60@3U)F":+&^5P M!1UW-"V)_M,U4^9-;EZJ "H7*%NI6&1/ U=F,TR44)E6J)Q]R@"8OB'CK M>:WC4R%]S9M[3#5-%P UWR_>X=9Y!0"/M26=\.EJ7W>9M.+; U]TH$=E)LV+ M00@_H**:6T(#B5-LORC$A #<-)^KA1!]O#P+ML)4$8:B,'-PWC)=G:V K>9-L;A^2% M8@H,LC7>#2)1NTP=?B0TV<#[2%$WE!GNIV<#B>.T_F?8N@$D<9Y(NJ96<1"6 M3H:5^XC=*C@C*1&LR5#!T)Q5DE:>:Z3+B$:@74H#A"_YE34M6%W2]>AP!8;/ M,BW\BZM3$QB"N?<>O5"-8\[2W$\TR];C% Q 'Q!H>$7%FX]]Y.8Z3/T*3I @ M.5?/O4KNINDJE+HA$=18>WI_G/'$!Y>'=,[XWNY[F)ZR7. M[J_\B\#+W2WRGWMZXN?!I4'_Z9X*A@Z7_WS-5(F7YYN+=^(M?X^]U UT_ MDU#YRLWM>Q4(DXLJ,BCF8/ZTUK$,K.8Z!X5T[B6?J4R7[D[ M75S;VKO2W7:TSO)Y2A$4CPD&4U1O5LJJ6P53!6[GB5C-R=1.UWJ?H6Y39Z5U M9QN]\Z4!%]HB,O!XMP+N]Z5TP9Q9=))B(@IRL^IYF%P+*Y52O)(OII'N'+DA'I6PBMA<\2^MQH93 6-<1VD=&J\"!G%7?4=0]6S ME^TW^-_W^EPZP=SI85O; 9@94_DV"*E\"M9]''Q^_Y)YZI2N#N0H R>8_]D MG0#Y5"K'S9D(@P;TA8/Z.4G38E!O9_4FE :,0YP'&$/FRDP1:%$+&6):(BKM MROGGX#JA>7M_(%[ZFPF>[Y\M!?1_A^I+NH7."B;?6*6*;:2 U[JEE:"O#TJ- M+T@;<*B!6.P)2J%R9ZF+BF#^? )Q KDR';XO"$9FWXA7G>!S7=)NY?]"R9_KYGY&^_3MKJ^09DN+R,>XR5BVQ3 W". MH6E .||S:HX)N<^Q0?=##<29 M<:145P^$,WZR2[(R 4B?RF)!WCV^GV#^!W,#?>WF_XVR#*[2NI998U(>7V6@ MA#,#RPF_D](3BN:KV =#7%!?*IA)J7KQTDLT?H(WWY]V^5FT;;Y*V?+U^=DWJUTN:YXO4 MU'N2A->Y"E(K4(VL*=0*4)A=G@" (WZBV:U7O?:PJS"XV[>-?L?//?:5YQ@!P3TUT2E96XITK;?3(X#L?D7S%Q5)^ M#SXQ'7)WY94?F\Q,'G"9F?2?3B_M.0I-C7_>IW&OM+B[9-G\4>MXLRZ;?,K4 MHJ:H[=X%)CAPZ?B\RVIK1'RF-$1F>-P?UL'W;7IHYCQ5?N2)J0\H+:F=)'B' M2C,/!% \2YE ?GNDM'//?3Y;Y&;N:E(!DU>#^KR_4<<=9.!XF?MGYQ5<7V/$ MT2%ZA5=C=R)Q\GAJ+7GS92U10STN64M""]HP+<#0YQ/K1"$U6EE*@]1XH=!%)V9W<1;I"\7>,EA7&1NFE-,:'.WSFW-J #S&F9 M^+I.3=S_Q4%7X9GBXSG"7*,,^HX2M_Q N5K%8(DJ8U!7D#*@XM?)*U^Z?.9. M3:G26Q9\=*]=()2;9H?U>I_K"MJ1 "::P9^Y&7QFZD/ZJ9O]NJA\IE^L*]-SN1;^;'[M!#XE"#)<\"'*&#>+P0)NZM68J54P>SYSMA#;:H%M@ MHK3+\Y0:61R3M98N,"_6*(*<@ V!/+9 1&SC;"O.@8(QW[GP)RH6<;24F;T# M= <1PLSB9W]Y+]14%VN.=\.Z"3Y&I7S?]0%60=4]K=BQS] M$].9BIKW D<\=^?HW$U*Z_:I-'FNQYG2Q(MQLQU-.6"E]45!JU@-!7D(&JE M2L\&2P>0+SW9+$U2?GE>"EX(@,Y3)@O=%L[/K08,],M.ED_M?&W6)&OQ]FFY M<5[8R-/MN_+-5%:"%*4I &N6#N7.R\66CYH'X-%S#4JO+=?5M= )DD3NR1T M!XH]/"\0Y6T(>A'(]Y1O=BMQQ$1NEC@&"#2V##S;XQ6X5.DS9\I1&!N;;K M <_Y$JINOZT;U_)L6V/FP9^HAN7'&ES>"C^>W#=(&\?VC$S1?97 M1L[.2@$'6HK<.'[O\^7C[PD]-9FG]ZB!?X.#,,_YG'%4ZWW^>:'). "R50* M=M=^>H:4"^>^QOX)UPHHEJL]X-DX-3"?L11P6_WZ>>;*,0>H5ZO1ZNQ JL7@ MT:8JNMDE2/$RFTR0/]ZT-A[>8Q0<.4[2_H3"YQ0X(3@XD.\E(J71*E,?JA1 M55L2Q-O7!G6D)LZ.>=T;INXS?E'YWIYE<*(.Y.GAT'F7H%,%BL=;D ^7FRE_ M>XHQ<92TT,$RYU44-DLK-T^2A<\))2;^YJ4&UJG?$TU_&?\]\): M,O T05I6N3%!GSE:GS\V[%&Y[P[C(X$X]VEO ?GV*G5W\K/5$XL?JR)[BK'2 M"XG65^[Y-I9[CM@(_\/NZI@:3I7_RY]WWO[MI>\K.WR_XG,1]UAN&::_GBBWS"D%8#]-5N%Q$FP.XGN+)F![:S*# M]4"V#00+E:.^*6,GU\:;BWZW_B_+4?[;Y69!LU7YSO-2_EC-MYF]"YU^="<5 M2NPBONF=[6?>:)8YOV/T]YWTN=T$:F,-%/*QJWYG&U67;1HH9B6AH7$Q[6HY M,2.&@4L\,_"A$#2\<,4OYQ@5>^RFRL!Q)D"8$[NGQAY6>H[A'-KS/'=YJ]H% M,G[9X)/U'IBL_.PMH;*>6N&Y.3M&:[=S>(^Q]O]Y(8K6D<_>L="XUW]W5ZWE M[FD]2\9NX3MW+2UL85%-; I<;H2]?4?=W[FW8P1*(ZT'*S7R]2R3".O.PBZ1 M+S&>T4&94AU4%=M+>[.N7'A;JJA'C25*VNX%08=_(RANKWT8EM)"YRC# 9IW ME:AX*YNE=F$EF1Z>O;6<-'4UAB:H2UM]W7E$-E.-P&B;^WNJIOUPO('U1X<; MN$=+)X(X%8 QED3PIJJ;J74.#%0 :\@M%9@0&;3M*5=1$(C5@1646GESRT@K M5_&8W^WZ*=&!3;^=HK>C!%KWP*/2)]%.T[H=K-32X:IJ'6UGDN=NS^".<:5( MEA\L;;J4)H1\]/T-Q-\-KI2H%)4$K)5#3Q=9F\"57W_I"78N_:R)#'DP3TX%\%?%(=U C MA%:E P?; 9T$6\L;J#)??LU"QZ*M]+RM[9*Q:FU;#:]B&Z6N-EL9Q<";7K8\ M-)2NKY;>"_D<[MI=!?39*_:#3;P#ER[$>D]\N:\<0U]';?0^FU>6'?-QIJ MK5%8U_Q[B]^]^4+&%FEO\S7;4ONZB5(R)=3H!I"+PT":6$)K@Z>G76>>B= M=]#$>S.VL%L8NZ9!4'0 &*K"D35#,5F7D-U1*"#Q3(^]/3 MSBUC"_W2.F"?V-EI"YV[T6H*LDNB3'!*XG>U'OS_W:6H[:B*W&UTSU7AG<^PH4S*0DXTBUTVU#NM+T;'=5)PCYJ@RJGSWI=M)0#;M&4$^?'R,/:R4@FY_B!]9[FU\#44&X=^'I.]](WYON>\N M]YSPK'PM!AJ!4LZ:N$I(EQ.7/ 5M:&"_||#D7)OQ/-$4-\T*B%@7\CB*]7 M\".O*(O-FPXOH^!?H] %)U0\4TMMFIJ7,'UO.350Z)38+BEP',S6E98Z5/0$ MFQLYW-LN3$8O8"?K95?=G16L_1]X\DO<,!N8@,I; M(XXT7SO'-DE!>BM6X@Z7M1UI.N+][J+YM],]5QO"2F_(W'#QFDG_+L&\EO]< MS2FHH3>7EMX^7,)5"MV 5K-+R;%::BPQQYG4/]YYZ"%#'ZG@F=S5DZI9=1. MEC,7$,VMQF5&4X%\ERW^*S50W..L)8EH[CF_0IC86N\VH]\|]*>$YJ& MY&O12QWN=CW31R>F0%6"/15$E)NU_|M!DDKC]E;)5VTFNJ]7-BT6H#[I:\$SQH"]X'6<_*-J*!L&"Q*,0J^VC^X#ISS MO6,I4'.TUB@*0"DN^5HV%2 WUAPL$AL@-@H*T82#?&BSP7C?$ PI*&G/&U<&(P MEN)^R4M7#]!Z*<4I9U)L+("4Z\6#61S=99YJ^-^=J#^.XF?+C?Q[NR;"^^KV MP=Q2CTD/@E3&GH,-TCNSP48CD8<56U=U+QTX4"6C.)]N83Y=Y0=N%_I>-A9U M<&%4-[+V5;1PVB: ^-&U*ZQCV:$(:UEV?1?ENPO/F%5F/?*UZ)J(GG*MN%%I M?TP'U_W@+ZV]8/.>-OQN& MYL,M:Y\9GHT5Y(986:Z(WJ9\O-(W"3\&PU=)04MOVI&[#40&5:*(-"J,AF&4 M64M__WP^B]K7MWZ9N3<(S]+S>:8;VWVKCG>_4]@OD MI:"@+2L%3<_+2_(;%N9:[]&_63"O!>CN>FD2_(RM:X_JPM\KPRCWV7*CW/?F9GOCVM5>/S86Y]T7Y7TX M'P^P-=%WUR\<_B@$@\O*R)> MM)&&MESHHUEN>!:3!P'#7LQH$H*=/Q$0B@'#//.E5>UWI);;3II[%$2=E-_> MOC3X6]DBNT:_C0P_\7B9FG_P /__[-;M>M(P&(#AM@*#N4^_S_]X:,$C MPI2FFK( 1:8RO+VN^X_;R-ND>;9-712;YETP"Q;%9G47/;/Q6;](?@4?"DV MW[\=\+7[GJW/P&SFGDP*3;M.JGE&]7^*RYMJ,'FED%[H-/@ICO4YOW0 M*FI&6!WQXF<6W;IU>^C5RX,_:'?VV]/FR3Y#^(PZO(3UM/OL[1H[ZS:M,EZ$ M$?LV=N].W]]%=^U68Q-G'-UE\P8K,-,ZZ?H.0J!6SW]FK>?\^<[?&R/BG\7MKTS MQ/WH@SXXL\?N>?MGSVG#O]V3=%_Z/9G%_;B"D%]LS <'7,8#C1>Q?)_VG<4\1G,>+_@A\QCO>?XLEN4KO/=E$O1DSNR,MYD_$/K_Z^?=V:.Z MNOPH97\)]_N1GMDB_P=2[@^@=%\&][JZCI!??,S3%WRK2B[D$ XML 15 R1.htm IDEA: XBRL DOCUMENT*

| Cover - shares | 6 Months Ended | |
|---|---|---|
| | Jun. 30, 2024 | Jul. 29, 2024 |
| **Cover [Abstract]** | | |
| Document Type | 10-Q | |
| Document Quarterly Report | true | |
| Document Period End Date | Jun. 30, 2024 | |
| Document Transition Report | false | |
| Entity File Number | 1-6622 | |
| Entity Registrant Name | ELME COMMUNITIES | |
| Entity Incorporation, State or Country Code | MD | |
| Entity Tax Identification Number | 53-0261100 | |
| Entity Address, Address Line One | 7550 WISCONSIN AVE | |
| Entity Address, Address Line Two | SUITE 900 | |
| Entity Address, City or Town | BETHESDA | |
| Entity Address, State or Province | MD | |
| Entity Address, Postal Zip Code | 20814 | |
| City Area Code | 202 | |
| Local Phone Number | 774-3200 | |

| | | |
|---|---|---|
| Title of 12(b) Security | Shares of Beneficial Interest | |
| Trading Symbol | ELME | |
| Security Exchange Name | NYSE | |
| Entity Current Reporting Status | Yes | |
| Entity Interactive Data Current | Yes | |
| Entity Filer Category | Large Accelerated Filer | |
| Entity Small Business | false | |
| Entity Emerging Growth Company | false | |
| Entity Shell Company | false | |
| Entity Common Stock, Shares Outstanding | | 88,010,570 |
| Entity Central Index Key | 0000104894 | |
| Current Fiscal Year End Date | --12-31 | |
| Document Fiscal Year Focus | 2024 | |
| Document Fiscal Period Focus | Q2 | |
| Amendment Flag | false | |

## *XML 16 R2.htm IDEA: XBRL DOCUMENT*

| CONSOLIDATED BALANCE SHEETS - USD ($) $ in Thousands | Jun. 30, 2024 | Dec. 31, 2023 |
|---|---|---|
| **Assets** | | |
| Land | $ 383,808 | $ 384,097 |
| Income producing property | 1,976,127 | 1,960,020 |
| Income producing property, at cost | 2,359,935 | 2,344,117 |
| Accumulated depreciation and amortization | (573,054) | (528,024) |
| Net income producing property | 1,786,881 | 1,816,093 |
| Properties under development or held for future development | 30,980 | 30,980 |
| Total real estate held for investment, net | 1,817,861 | 1,847,073 |
| Cash and cash equivalents | 5,629 | 5,984 |
| Restricted cash | 2,263 | 2,554 |
| Rents and other receivables | 12,575 | 17,642 |
| Prepaid expenses and other assets | 23,147 | 26,775 |
| Total assets | 1,861,475 | 1,900,028 |
| **Liabilities** | | |
| Notes payable, net | 522,734 | 522,345 |
| Line of credit | 156,000 | 157,000 |
| Accounts payable and other liabilities | 37,283 | 38,997 |
| Dividend payable | 15,905 | 15,863 |
| Advance rents | 5,074 | 5,248 |
| Tenant security deposits | 6,334 | 6,225 |
| Total liabilities | 743,330 | 745,678 |
| **Shareholders' equity** | | |
| Preferred shares; $0.01 par value; 10,000 shares authorized; no shares issued or outstanding | 0 | 0 |
| Shares of beneficial interest, $0.01 par value; 150,000 shares authorized; 88,011 and 87,867 shares issued and outstanding, as of June 30, 2024 and December 31, 2023, respectively | 880 | 879 |
| Additional paid in capital | 1,737,941 | 1,735,530 |
| Distributions in excess of net income | (608,310) | (569,391) |
| Accumulated other comprehensive loss | (12,651) | (12,958) |
| Total shareholders' equity | 1,117,860 | 1,154,060 |
| Noncontrolling interests in subsidiaries | 285 | 290 |
| Total equity | 1,118,145 | 1,154,350 |
| Total liabilities and equity | $ 1,861,475 | $ 1,900,028 |

## *XML 17 R3.htm IDEA: XBRL DOCUMENT*

| CONSOLIDATED BALANCE SHEETS (Parenthetical) - $ / shares | Jun. 30, 2024 | Dec. 31, 2023 |
|---|---|---|
| **Statement of Financial Position [Abstract]** | | |
| Preferred shares, par value (in dollars per share) | $ 0.01 | $ 0.01 |
| Preferred shares, authorized (in shares) | 10,000,000 | 10,000,000 |
| Preferred shares, issued (in shares) | 0 | 0 |
| Preferred shares, outstanding (in shares) | 0 | 0 |
| Shares of beneficial interest, par value (in dollars per share) | $ 0.01 | $ 0.01 |
| Shares of beneficial interest, authorized (in shares) | 150,000,000 | 150,000,000 |
| Shares of beneficial interest, issued (in shares) | 88,011,000 | 87,867,000 |
| Shares of beneficial interest, outstanding (in shares) | 88,011,000 | 87,867,000 |

## *XML 18 R4.htm IDEA: XBRL DOCUMENT*

| CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS - USD ($) shares in Thousands, $ in Thousands | 3 Months Ended | | 6 Months Ended | |
|---|---|---|---|---|
| | Jun. 30, 2024 | Jun. 30, 2023 | Jun. 30, 2024 | Jun. 30, 2023 |
| **Revenue** | | | | |
| Real estate rental revenue | $ 60,103 | $ 56,599 | $ 119,616 | $ 112,408 |
| Revenue, type [Extensible Enumeration] | Real Estate [Member] | Real Estate [Member] | Real Estate [Member] | Real Estate [Member] |
| **Expenses** | | | | |
| Property operating and maintenance | $ 13,996 | $ 13,325 | $ 27,460 | $ 25,664 |
| Real estate taxes and insurance | 7,986 | 6,933 | 16,241 | 14,115 |
| Property management | 2,175 | 2,178 | 4,393 | 3,947 |
| General and administrative | 6,138 | 6,680 | 12,334 | 13,521 |
| Transformation costs | 0 | 2,454 | 0 | 5,354 |
| Depreciation and amortization | 23,895 | 21,415 | 48,838 | 42,951 |
| Total expenses | 54,190 | 52,985 | 109,266 | 105,552 |
| Real estate operating income | 5,913 | 3,614 | 10,350 | 6,856 |
| **Other income (expense)** | | | | |
| Interest expense | (9,384) | (6,794) | (18,878) | (13,625) |
| Loss on extinguishment of debt | 0 | 0 | 0 | (54) |
| Other income | 0 | 569 | 1,410 | 569 |
| Total other income (expense) | (9,384) | (6,225) | (17,468) | (13,110) |
| Net loss | $ (3,471) | $ (2,611) | $ (7,118) | $ (6,254) |
| Basic net loss per common share (in dollars per share) | $ (0.04) | $ (0.03) | $ (0.08) | $ (0.07) |
| Diluted net loss per common share (in dollars per share) | $ (0.04) | $ (0.03) | $ (0.08) | $ (0.07) |
| Weighted average shares outstanding - basic (in shares) | 87,910 | 87,741 | 87,898 | 87,695 |
| Weighted average shares outstanding - diluted (in shares) | 87,910 | 87,741 | 87,898 | 87,695 |

## *XML 19 R5.htm IDEA: XBRL DOCUMENT*

| CONDENSED | 3 Months Ended | 6 Months Ended |
|---|---|---|

| CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS) - USD ($) $ in Thousands | Jun. 30, 2024 | Jun. 30, 2023 | Jun. 30, 2024 | Jun. 30, 2023 |
|---|---|---|---|---|
| **Statement of Comprehensive Income [Abstract]** | | | | |
| Net loss | $ (3,471) | $ (2,611) | $ (7,118) | $ (6,254) |
| **Other comprehensive income:** | | | | |
| Unrealized (loss) gain on interest rate hedges | (796) | 854 | (713) | 521 |
| Reclassification of unrealized loss on interest rate derivatives to earnings | 510 | 509 | 1,020 | 1,019 |
| Comprehensive loss | $ (3,757) | $ (1,248) | $ (6,811) | $ (4,714) |

***XML 20 R6.htm IDEA: XBRL DOCUMENT***

| CONSOLIDATED STATEMENTS OF EQUITY - USD ($) $ in Thousands | Total | Total Shareholders' Equity | Shares of Beneficial Interest at Par Value | Additional Paid in Capital | Distributions in Excess of Net Income | Accumulated Other Comprehensive Loss | Noncontrolling Interests in Subsidiaries |
|---|---|---|---|---|---|---|---|
| Beginning balance (in shares) at Dec. 31, 2022 | | | 87,534,000 | | | | |
| Beginning balance at Dec. 31, 2022 | $ 1,263,786 | $ 1,263,488 | $ 875 | $ 1,729,854 | $ (453,008) | $ (14,233) | $ 298 |
| **Increase (Decrease) in Stockholders' Equity [Roll Forward]** | | | | | | | |
| Net loss | (6,254) | (6,254) | | | (6,254) | | |
| Unrealized (loss) gain on interest rate hedges | 521 | 521 | | | | 521 | |
| Amortization of swap settlements | 1,019 | 1,019 | | | | 1,019 | |
| Distributions to noncontrolling interests | (4) | | | | | | (4) |
| Dividends | $ (31,677) | (31,677) | | | (31,677) | | |
| Shares issued under Dividend Reinvestment Program (in shares) | 28,000 | | 28,000 | | | | |
| Shares issued under Dividend Reinvestment Program | $ 497 | 497 | | 497 | | | |
| Share grants, net of forfeitures and tax withholdings (in shares) | | | 247,000 | | | | |
| Share grants, net of forfeitures and tax withholdings | 3,040 | 3,040 | $ 3 | 3,037 | | | |
| Ending balance (in shares) at Jun. 30, 2023 | | | 87,809,000 | | | | |
| Ending balance at Jun. 30, 2023 | 1,230,928 | 1,230,634 | $ 878 | 1,733,388 | (490,939) | (12,693) | 294 |
| Beginning balance (in shares) at Mar. 31, 2023 | | | 87,709,000 | | | | |
| Beginning balance at Mar. 31, 2023 | 1,246,315 | 1,246,019 | $ 877 | 1,731,701 | (472,503) | (14,056) | 296 |
| **Increase (Decrease) in Stockholders' Equity [Roll Forward]** | | | | | | | |
| Net loss | (2,611) | (2,611) | | | (2,611) | | |
| Unrealized (loss) gain on interest rate hedges | 854 | 854 | | | | 854 | |
| Amortization of swap settlements | 509 | 509 | | | | 509 | |
| Distributions to noncontrolling interests | (2) | | | | | | (2) |
| Dividends | $ (15,825) | (15,825) | | | (15,825) | | |
| Shares issued under Dividend Reinvestment Program (in shares) | 14,000 | | 14,000 | | | | |
| Shares issued under Dividend Reinvestment Program | $ 249 | 249 | | 249 | | | |
| Share grants, net of forfeitures and tax withholdings (in shares) | | | 86,000 | | | | |
| Share grants, net of forfeitures and tax withholdings | 1,439 | 1,439 | $ 1 | 1,438 | | | |
| Ending balance (in shares) at Jun. 30, 2023 | | | 87,809,000 | | | | |
| Ending balance at Jun. 30, 2023 | $ 1,230,928 | 1,230,634 | $ 878 | 1,733,388 | (490,939) | (12,693) | 294 |
| Beginning balance (in shares) at Dec. 31, 2023 | 87,867,000 | | 87,867,000 | | | | |
| Beginning balance at Dec. 31, 2023 | $ 1,154,350 | 1,154,060 | $ 879 | 1,735,530 | (569,391) | (12,958) | 290 |
| **Increase (Decrease) in Stockholders' Equity [Roll Forward]** | | | | | | | |
| Net loss | (7,118) | (7,118) | | | (7,118) | | |
| Unrealized (loss) gain on interest rate hedges | (713) | (713) | | | | (713) | |
| Amortization of swap settlements | 1,020 | 1,020 | | | | 1,020 | |
| Distributions to noncontrolling interests | (5) | | | | | | (5) |
| Dividends | $ (31,801) | (31,801) | | | (31,801) | | |
| Shares issued under Dividend Reinvestment Program (in shares) | 0 | | | | | | |
| Share grants, net of forfeitures and tax withholdings (in shares) | | | 144,000 | | | | |
| Share grants, net of forfeitures and tax withholdings | $ 2,412 | 2,412 | $ 1 | 2,411 | | | |
| Ending balance (in shares) at Jun. 30, 2024 | 88,011,000 | | 88,011,000 | | | | |
| Ending balance at Jun. 30, 2024 | $ 1,118,145 | 1,117,860 | $ 880 | 1,737,941 | (608,310) | (12,651) | 285 |
| Beginning balance (in shares) at Mar. 31, 2024 | | | 88,003,000 | | | | |
| Beginning balance at Mar. 31, 2024 | 1,136,404 | 1,136,116 | $ 880 | 1,736,524 | (588,923) | (12,365) | 288 |
| **Increase (Decrease) in Stockholders' Equity [Roll Forward]** | | | | | | | |
| Net loss | (3,471) | (3,471) | | | (3,471) | | |
| Unrealized (loss) gain on interest rate hedges | (796) | (796) | | | | (796) | |
| Amortization of swap settlements | 510 | 510 | | | | 510 | |
| Distributions to noncontrolling interests | (3) | | | | | | (3) |
| Dividends | (15,916) | (15,916) | | | (15,916) | | |
| Share grants, net of forfeitures and tax withholdings (in shares) | | | 8,000 | | | | |
| Share grants, net of forfeitures and tax withholdings | $ 1,417 | 1,417 | | 1,417 | | | |
| Ending balance (in shares) at Jun. 30, | 88,011,000 | | 88,011,000 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 2024 | | | | | | | |
| Ending balance at Jun. 30, 2024 | $ 1,118,145 | $ 1,117,860 | $ 880 | $ 1,737,941 | $ (608,310) | $ (12,651) | $ 285 |

## XML 21 R7.htm IDEA: XBRL DOCUMENT

| CONSOLIDATED STATEMENTS OF EQUITY (Parenthetical) - $ / shares | 3 Months Ended | | 6 Months Ended | |
|---|---|---|---|---|
| | Jun. 30, 2024 | Jun. 30, 2023 | Jun. 30, 2024 | Jun. 30, 2023 |
| **Statement of Stockholders' Equity [Abstract]** | | | | |
| Dividends declared per share (in dollars per share) | $ 0.18 | $ 0.18 | $ 0.36 | $ 0.36 |

## XML 22 R8.htm IDEA: XBRL DOCUMENT

| CONSOLIDATED STATEMENTS OF CASH FLOWS $ in Thousands | 3 Months Ended | 6 Months Ended | |
|---|---|---|---|
| | Jun. 30, 2023 USD ($) | Jun. 30, 2024 USD ($) | Jun. 30, 2023 USD ($) |
| **Cash flows from operating activities** | | | |
| Net loss | $ (2,611) | $ (7,118) | $ (6,254) |
| **Adjustments to reconcile net loss to net cash provided by operating activities:** | | | |
| Depreciation and amortization | | 48,838 | 42,951 |
| Credit losses on lease related receivables | | 2,548 | 1,512 |
| Share-based compensation expense | | 2,135 | 2,599 |
| Net amortization of debt premiums, discounts and related financing costs | | 2,117 | 2,101 |
| Loss on extinguishment of debt | 0 | 0 | 54 |
| Gain on land easements | | (1,410) | 0 |
| Changes in operating other assets | | (666) | 119 |
| Changes in operating other liabilities | | 3,629 | 3,168 |
| Net cash provided by operating activities | | 50,073 | 46,250 |
| **Cash flows from investing activities** | | | |
| Capital improvements to real estate | | (21,487) | (9,890) |
| Non-real estate capital improvements | | (59) | (293) |
| Payments received for land easements | | 3,862 | 0 |
| Net cash used in investing activities | | (17,684) | (10,183) |
| **Cash flows from financing activities** | | | |
| Line of credit repayments, net | | (1,000) | (31,000) |
| Dividends paid | | (31,843) | (30,777) |
| Repayments of unsecured term loan debt | | 0 | (100,000) |
| Proceeds from term loan | | 0 | 125,000 |
| Payment of financing costs | | 0 | (844) |
| Distributions to noncontrolling interests | | (5) | (4) |
| Proceeds from dividend reinvestment program | 249 | 0 | 497 |
| Payment of tax withholdings for restricted share awards | | (187) | (1,350) |
| Net cash used in financing activities | | (33,035) | (38,478) |
| Net decrease in cash, cash equivalents and restricted cash | | (646) | (2,411) |
| Cash, cash equivalents and restricted cash at beginning of period | | 8,538 | 9,852 |
| Cash, cash equivalents and restricted cash at end of period | 7,441 | 7,892 | 7,441 |
| **Supplemental disclosure of cash flow information:** | | | |
| Cash paid for interest, net of amounts capitalized | | 16,140 | 10,495 |
| Change in accrued capital improvements and development costs | | (5,339) | 3,395 |
| Dividend payable | 15,834 | 15,905 | 15,834 |
| **Reconciliation of cash, cash equivalents and restricted cash:** | | | |
| Cash and cash equivalents | 5,554 | 5,629 | 5,554 |
| Restricted cash | 1,887 | 2,263 | 1,887 |
| Cash, cash equivalents and restricted cash | $ 7,441 | $ 7,892 | $ 7,441 |

## XML 23 R9.htm IDEA: XBRL DOCUMENT

| NATURE OF BUSINESS | 6 Months Ended |
|---|---|
| | Jun. 30, 2024 |
| **Organization, Consolidation and Presentation of Financial Statements [Abstract]** | |
| NATURE OF BUSINESS | |

NATURE OF BUSINESS

Elme Communities, a Maryland real estate investment trust, is a self-administered equity real estate investment trust ("REIT"), and successor to a trust organized in 1960. Our business primarily consists of the ownership of apartment communities in the greater Washington, DC metro and Sunbelt regions. Within these notes to the financial statements, we refer to the three months ended June 30, 2024 and June 30, 2023 as the "2024 Quarter" and the "2023 Quarter," respectively, and the six months ended June 30, 2024 and June 30, 2023 as the "2024 Period" and the "2023 Period," respectively.

*Federal Income Taxes*

We believe that we qualify as a REIT under Sections 856-860 of the Internal Revenue Code of 1986, as amended (the "Code"), and intend to continue to qualify as such. To maintain our status as a REIT, we are, among other things, required to distribute 90% of our REIT taxable income (determined before the deduction for dividends paid and excluding net capital gains to our shareholders) on an annual basis. When selling a property, we generally have the option of (a) reinvesting the sales proceeds of property sold in a way that allows us to defer recognition of some or all taxable gain realized on the sale, (b) distributing gains to the shareholders with no tax to us or (c) treating net long-term capital gains as having been distributed to our shareholders, paying the tax on the gain deemed distributed and allocating the tax paid as a credit to our shareholders.

Generally, and subject to our ongoing qualification as a REIT, no provisions for income taxes are necessary except for taxes on undistributed taxable income and taxes on the income generated by our taxable REIT subsidiary ("TRS"). Our TRS is subject to corporate federal and state income tax on its taxable income at regular statutory rates. As of both June 30, 2024 and December 31, 2023, our TRS had a deferred tax asset of $1.4 million that was fully reserved.

## XML 24 R10.htm IDEA: XBRL DOCUMENT

| SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND BASIS OF PRESENTATIONS | 6 Months Ended |
|---|---|
| | Jun. 30, 2024 |
| **Accounting Policies [Abstract]** | |
| SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND BASIS OF PRESENTATIONS | |

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND BASIS OF PRESENTATIONS

*Significant Accounting Policies*

We have prepared our consolidated financial statements using the accounting policies described in our Annual Report on Form 10-K for the year ended December 31, 2023.

*Recent Accounting Pronouncements*

In March 2020, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2020-04, Reference Rate Reform ("Topic 848"), which was amended in December 2022 by ASU 2022-06, Reference Rate Reform (Topic 848). Topic 848 contains practical expedients for reference rate reform related activities that impact debt, leases, derivatives and other contracts. The guidance in Topic 848 is optional and may be elected through December 31, 2024 as reference rate reform activities occur. During the first quarter of 2023, we executed an amendment to the $700.0 million unsecured revolving credit facility ("Revolving Credit Facility") to convert the benchmark interest rate from LIBOR to an adjusted SOFR ("Secured Overnight Financing Rate"). We elected to apply the optional expedients in Topic 848 to (i) assert that the hedged interest payments remain probable regardless of any expected modification in terms related to reference rate reform, and (ii) continue the method of assessing effectiveness as documented in the original hedge documentation so that the reference rate on the hypothetical derivative matches the reference rate on the hedging instrument. Application of these expedients preserves the presentation of derivatives consistent with past presentation. The impact of this guidance did not have a material impact on our consolidated financial statements.

In November 2023, the FASB issued an amendment to the segment reporting standards which requires disclosure for each reportable segment, on an interim and annual basis, of the significant expense categories and amounts that are regularly provided to the chief operating decision maker and included in each reported measure of a segment's profit or loss. Additionally, it requires a disclosure of the title and position of the individual or the name of the group or committee identified as the chief operating decision maker. The new standard will be effective for annual periods beginning on January 1, 2024 and interim periods beginning on January 1, 2025 on a retrospective basis. We are currently evaluating the impact of adopting the standard on our consolidated financial statements.

In March 2024, the Securities and Exchange Commission ("SEC") issued its final rule that requires registrants to provide climate disclosures in their annual reports and registration statements, beginning with annual reports for the year ending December 31, 2025. On April 4, 2024, the SEC voluntarily stayed the final rule pending the completion of judicial review of cases pending in the Eighth Circuit. We are continuing to evaluate the disclosure impact of the final rule.

*Principles of Consolidation and Basis of Presentation*

The accompanying unaudited consolidated financial statements include the consolidated accounts of Elme Communities and our subsidiaries and entities in which Elme Communities has a controlling financial interest. All intercompany balances and transactions have been eliminated in consolidation.

We have prepared the accompanying unaudited financial statements pursuant to the rules and regulations of the SEC. Certain information and note disclosures normally included in annual financial statements prepared in accordance with Generally Accepted Accounting Principles ("GAAP") have been condensed or omitted pursuant to those rules and regulations, although we believe that the disclosures made are adequate to make the information presented not misleading. In addition, in the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation of the results for the periods presented have been included. These unaudited financial statements should be read in conjunction with the financial statements and notes included in our Annual Report on Form 10-K for the year ended December 31, 2023.

*Lessee Accounting*

For leases where we are the lessee, primarily our corporate office operating lease, we recognize a right-of-use asset and a lease liability in accordance with Accounting Standards Codification ("ASC") Topic 842. The right-of-use asset and associated liability is equal to the present value of the minimum lease payments, applying our incremental borrowing rate. Our borrowing rate is computed based on observable borrowing rates taking into consideration our credit quality and adjusting to a secured borrowing rate for similar assets and term.

Lease expense for the operating lease is recognized on a straight-line basis over the expected lease term and is included in "General and administrative expenses."

*Restricted Cash*

Restricted cash includes funds held in escrow for tenant security deposits.

*Transformation Costs*

Transformation costs include costs related to the strategic shift away from the commercial sector to the residential sector, including the allocation of internal costs, consulting, advisory and termination benefits.

*Use of Estimates in the Financial Statements*

The preparation of financial statements in conformity with GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

## XML 25 R11.htm IDEA: XBRL DOCUMENT

| REAL ESTATE | 6 Months Ended Jun. 30, 2024 |
|---|---|
| Real Estate [Abstract] | |
| REAL ESTATE | REAL ESTATE |

*Development/Redevelopment*

We have properties under development/redevelopment and held for current or future development. As of June 30, 2024, we have invested $30.4 million, including the cost of acquired land, in a residential development adjacent to Riverside Apartments. During the second quarter of 2022, we paused development activities at the aforementioned property and ceased associated capitalization of interest on spending and real estate taxes.

*Properties Sold and Held for Sale*

We intend to hold our properties for investment with a view to long-term appreciation, to engage in the business of acquiring, developing and owning our properties and to make occasional sales of properties that no longer meet our long-term strategy or
return objectives and where market conditions for sale are favorable. The proceeds from the sales may be reinvested into other properties, used to fund development operations or to support other corporate needs or distributed to our shareholders. Depreciation on these properties is discontinued at the time they are classified as held for sale, but operating revenues, operating expenses and interest expense continue to be recognized until the date of sale.

We did not sell or classify any properties as held for sale during the 2024 Period or in 2023.

As of June 30, 2024, we assessed our properties, including assets held for development, for impairment and did not recognize any impairment charges during the 2024 Quarter. We applied reasonable estimates and judgments in evaluating each of the properties as of June 30, 2024. Should external or internal circumstances change requiring the need to shorten holding periods or adjust future estimated cash flows from our properties, we could be required to record impairment charges in the future.

## XML 26 R12.htm IDEA: XBRL DOCUMENT

| UNSECURED LINE OF CREDIT PAYABLE | 6 Months Ended Jun. 30, 2024 |
|---|---|
| Debt Disclosure [Abstract] | |
| UNSECURED LINE OF CREDIT PAYABLE | UNSECURED LINE OF CREDIT PAYABLE |

During the third quarter of 2021, we entered into a second amended and restated credit agreement (the "2021 Credit Agreement") which provided for the Revolving Credit Facility with aggregate revolving loan commitments of $700 million and the continuation of an existing $250.0 million unsecured term loan ("2018 Term Loan"). Under the 2021 Credit Agreement, the Revolving Credit Facility had a four-year term ending in August 2025, with two six-month extension options. The 2021 Credit Agreement included an accordion feature that allowed us to increase the aggregate facility to $1.5 billion, subject to the lenders' agreement to provide additional revolving loan commitments or term loans.

During the first quarter of 2023, we executed an amendment to the 2021 Credit Agreement to convert the benchmark interest rate from LIBOR to an adjusted SOFR, with no change in the applicable interest rate margins. Pursuant to this amendment, the Revolving Credit Facility accrued interest at a rate of adjusted SOFR plus 0.10% plus a margin ranging from 0.70% to 1.40%. In addition, the Revolving Credit Facility requires the payment of a facility fee ranging from 0.10% to 0.30% (in each case, depending on Elme Communities' credit rating) on the $700.0 million committed revolving loan capacity, without regard to usage. As of June 30, 2024, the interest rate on the Revolving Credit Facility was based on an adjusted daily SOFR (inclusive of the 0.10% credit spread adjustment) plus 0.85% applicable margin, the daily SOFR is 5.33% and the facility fee was 0.20%.

As of June 30, 2024, all outstanding advances for the Revolving Credit Facility were due and payable upon maturity in August 2025, unless extended pursuant to one or both of the two six-month extension options. Interest only payments were due and payable generally on a monthly basis.

The amount of the Revolving Credit Facility's unsecured line of credit unused and available at June 30, 2024 was as follows (in thousands):

| | | |
|---|---|---|
| Committed capacity | $ | 700,000 |
| Borrowings outstanding | | (156,000) |
| Unused and available | $ | 544,000 |

We executed borrowings and repayments on the Revolving Credit Facility during the 2024 Period as follows (in thousands):

| | | |
|---|---|---|
| Balance, December 31, 2023 | $ | 157,000 |
| Borrowings | | 70,000 |
| Repayments | | (71,000) |
| Balance, June 30, 2024 | $ | 156,000 |

Subsequent to the 2024 Quarter, we entered into a third amended and restated credit agreement (the "Amended Credit Agreement") which provides for aggregate revolving loan commitments of $500.0 million (the "Amended and Restated Revolving Credit Facility") with an accordion feature that allows us to increase the aggregate revolving loan commitments or add term loans of up to $1.0 billion, subject to the lenders' agreement to provide additional revolving commitments or term loans. The Amended and Restated Revolving Credit Facility has a four-year term ending in July 2028, with two six-month extension options. Borrowings under the Amended and Restated Revolving Credit Facility will bear interest, at Elme Communities' option, at a rate of either (a)(i) daily SOFR plus 0.10% (the "Adjusted Daily Simple SOFR") or (ii) term SOFR plus 0.10%, plus, in each case, a margin ranging from 0.70% to 1.40% (depending on Elme Communities' credit rating) or (b) the base rate plus a margin ranging from 0.00% to 0.40% (based upon Elme Communities' credit rating). The base rate is the highest of the administrative agent's prime rate, the federal funds rate plus 0.50% and Adjusted Daily Simple SOFR plus 1.0%. In addition, the Amended Credit Agreement requires the payment of a facility fee equal to 0.10% to 0.30% (depending on Elme
Communities' credit rating) on the $500.0 million committed capacity in respect of the Amended and Restated Revolving Credit Facility, without regard to usage. The initial interest rate is based on Adjusted Daily Simple SOFR plus a margin of 0.85% and the initial facility fee equals 0.20%.

All outstanding advances for the Amended and Restated Revolving Credit Facility are due and payable upon maturity in July 2028, unless extended pursuant to one or both of the two six-month extension options. Interest only payments are due and payable generally on a monthly basis.

## XML 27 R13.htm IDEA: XBRL DOCUMENT

| NOTES PAYABLE | 6 Months Ended Jun. 30, 2024 |
|---|---|
| Debt Disclosure [Abstract] | |
| NOTES PAYABLE | NOTES PAYABLE |

During the first quarter of 2023, we entered into a $125.0 million unsecured term loan ("2023 Term Loan") with an interest rate of adjusted SOFR (subject to a credit spread adjustment of 10 basis points) plus a margin of 95 basis points (subject to adjustment depending on Elme Communities' credit rating). The 2023 Term Loan has a two-year term ending in January 2025, with two one-year extension options. We used the proceeds to prepay the $100.0 million 2018 Term Loan in full and a portion of our borrowings under our Revolving Credit Facility.

Subsequent to the 2024 Quarter, we entered into a first amendment of the 2023 Term Loan (the "Term Loan Amendment"). The Term Loan Amendment implements various covenant and technical amendments to make the 2023 Term Loan consistent with corresponding provisions in the Amended Credit Agreement. The Term Loan Amendment does not change the maturity or any of the pricing terms of the term loan outstanding under the 2023 Term Loan.

## XML 28 R14.htm IDEA: XBRL DOCUMENT

| DERIVATIVE INSTRUMENTS | 6 Months Ended Jun. 30, 2024 |
|---|---|
| Derivative Instruments and Hedging Activities Disclosure [Abstract] | |
| DERIVATIVE INSTRUMENTS | DERIVATIVE INSTRUMENTS |

During the first quarter of 2023, we entered into two interest rate swap arrangements with an aggregate notional amount of $125.0 million that effectively fixed the interest at 4.73% for the 2023 Term Loan beginning on July 21, 2023 through the 2023 Term Loan's maturity date of January 10, 2025.

During the 2024 Quarter, we entered into two forward interest rate swap arrangements with an aggregate notional amount of $150.0 million beginning on January 10, 2025 through January 10, 2026. These forward interest rate swap arrangements effectively fix a portion of our variable rate debt based on an adjusted daily SOFR at 4.72% (subject to applicable interest rate margins).

The interest rate swap arrangements are recorded at fair value in accordance with GAAP, based on discounted cash flow methodologies and observable inputs. We record the effective portion of changes

in fair value of the cash flow hedges in Other comprehensive income (loss). We assess the effectiveness of a cash flow hedge both at inception and on an ongoing basis. If a cash flow hedge is no longer expected to be effective, hedge accounting is discontinued. Hedge ineffectiveness of our cash flow hedges is recorded in earnings.

The fair values of the interest rate swaps as of June 30, 2024 and December 31, 2023, were as follows (in thousands):

| Derivative Instrument | Aggregate Notional Amount | Effective Date | Maturity Date | Fair Value Derivative Assets (Liabilities) June 30, 2024 | December 31, 2023 |
|---|---|---|---|---|---|
| Interest rate swap | $ 75,000 | July 21, 2023 | January 10, 2025 | $ 587 | $ 740 |
| Interest rate swap | 50,000 | July 21, 2023 | January 10, 2025 | 392 | 494 |
| Interest rate swap | 100,000 | January 10, 2025 | January 10, 2026 | (305) | — |
| Interest rate swap | 50,000 | January 10, 2025 | January 10, 2026 | (153) | — |
| | | | | $ 521 | $ 1,234 |

We record interest rate swaps on our consolidated balance sheets within Prepaid expenses and other assets when in a net asset position and within Accounts payable and other liabilities when in a net liability position. The net unrealized gains and losses on the effective swaps were recognized in Other comprehensive income (loss), as follows (in thousands):

| | Three Months Ended June 30, | | Six Months Ended June 30, | |
|---|---|---|---|---|
| | 2024 | 2023 | 2024 | 2023 |
| Unrealized (loss) gain on interest rate hedges | $ (796) | $ 854 | $ (713) | $ 521 |

Amounts reported in Accumulated other comprehensive loss related to effective cash flow hedges will be reclassified to interest expense as interest payments are made on our variable-rate debt. During the next twelve months, we estimate that an additional $0.9 million related to our outstanding interest rate swap arrangements will be reclassified as a net decrease to interest expense.

The losses reclassified from Accumulated other comprehensive loss into interest expense for the three and six months ended June 30, 2024 and 2023, were as follows (in thousands):

| | Three Months Ended June 30, | | Six Months Ended June 30, | |
|---|---|---|---|---|
| | 2024 | 2023 | 2024 | 2023 |
| Loss reclassified from accumulated other comprehensive loss into interest expense | $ 510 | $ 509 | $ 1,020 | $ 1,019 |

During the next twelve months, we estimate that an additional $2.0 million related to the previously settled interest rate swap arrangements will be reclassified as an increase to interest expense.

We have agreements with each of our derivative counterparties that contain a provision whereby we could be declared in default on our derivative obligations if repayment of the underlying indebtedness is accelerated by the lender due to our default on the indebtedness. As of June 30, 2024, the fair value of derivative assets, including accrued interest, was $1.0 million and the fair value of derivative liabilities was $0.5 million. As of June 30, 2024, we have not posted any collateral related to these agreements.

Derivative instruments expose us to credit risk in the event of non-performance by the counterparty under the terms of the interest rate hedge agreements. We believe that we minimize our credit risk on these transactions by dealing with major, creditworthy financial institutions. We monitor the credit ratings of counterparties and our exposure to any single entity, thus minimizing our credit risk concentration.

## XML 29 R15.htm IDEA: XBRL DOCUMENT

| FAIR VALUE DISCLOSURES | 6 Months Ended Jun. 30, 2024 |
|---|---|
| Fair Value Disclosures [Abstract] | |
| FAIR VALUE DISCLOSURES | |

FAIR VALUE DISCLOSURES

*Assets and Liabilities Measured at Fair Value on a Recurring Basis*

For assets and liabilities measured at fair value on a recurring basis, quantitative disclosures about the fair value measurements are required to be disclosed separately for each major category of assets and liabilities, as follows:

Level 1: Quoted prices in active markets for identical assets
Level 2: Significant other observable inputs
Level 3: Significant unobservable inputs

The only assets or liabilities we had at June 30, 2024 and December 31, 2023 that are recorded at fair value on a recurring basis are the assets held in the Supplemental Executive Retirement Plan ("SERP"), which primarily consist of investments in mutual funds, and the interest rate derivatives (see note 6).

We base the valuations related to the SERP on quoted prices in active markets and accordingly these valuations fall into Level 1 in the fair value hierarchy.

The valuation of the interest rate derivatives is determined using widely accepted valuation techniques, including discounted cash flow analysis on the expected cash flows of each interest rate derivative. This analysis reflects the contractual terms of the interest rate derivatives, including the period to maturity, and uses observable market-based inputs, including interest rate curves and implied volatilities. The fair values of interest rate derivatives are determined using the market standard methodology of netting the discounted future fixed cash payments (or receipts) and the discounted expected variable cash receipts (or payments). The variable cash payments (or receipts) are based on an expectation of future interest rates (forward curves) derived from observable market interest rate curves. To comply with the provisions of ASC 820, *Fair Value Measurement*, we incorporate credit valuation adjustments in the fair value measurements to appropriately reflect both our own nonperformance risk and the respective counterparty's nonperformance risk. These credit valuation adjustments were concluded to not be significant inputs for the fair value calculations for the periods presented. In adjusting the fair value of our derivative contracts for the effect of nonperformance risk, we have considered the impact of netting and any applicable credit enhancements, such as the posting of collateral, thresholds, mutual puts and guarantees. The valuation of interest rate derivatives fall into Level 2 in the fair value hierarchy.

The fair values of these assets as of June 30, 2024 and December 31, 2023 were as follows (in thousands):

| | June 30, 2024 | | | | December 31, 2023 | | | |
|---|---|---|---|---|---|---|---|---|
| | Fair Value | Level 1 | Level 2 | Level 3 | Fair Value | Level 1 | Level 2 | Level 3 |
| Assets: | | | | | | | | |
| SERP | $ 2,371 | $ 2,371 | $ — | $ — | $ 1,984 | $ 1,984 | $ — | $ — |
| Interest rate derivatives | 979 | — | 979 | — | 1,234 | — | 1,234 | — |
| Liabilities: | | | | | | | | |
| Interest rate derivatives | $ (458) | $ — | $ (458) | $ — | $ — | $ — | $ — | $ — |

*Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis*

Certain assets not measured at fair value on an ongoing basis but subject to fair value adjustments only in certain circumstances, such as when there is evidence of impairment, are measured at fair value on a nonrecurring basis. In the 2024 Quarter, the Company did not have any assets or liabilities measured at fair value on a nonrecurring basis.

*Financial Assets and Liabilities Not Measured at Fair Value*

The following disclosures of estimated fair value were determined by management using available market information and established valuation methodologies, including discounted cash flow models. Many of these estimates involve significant judgment. The estimated fair value disclosed may not necessarily be indicative of the amounts we could realize on disposition of the financial instruments. The use of different market assumptions or estimation methodologies could have an effect on the estimated fair value amounts. In addition, fair value estimates are made at a point in time and thus, estimates of fair value subsequent to June 30, 2024 may differ significantly from the amounts presented. The valuations of cash and cash equivalents and restricted cash fall into Level 1 in the fair value hierarchy and the valuations of debt instruments fall into Level 3 in the fair value hierarchy.

As of June 30, 2024 and December 31, 2023, the carrying values and estimated fair values of our financial instruments were as follows (in thousands):

| | June 30, 2024 | | December 31, 2023 | |
|---|---|---|---|---|
| | Carrying Value | Fair Value | Carrying Value | Fair Value |
| Cash and cash equivalents | $ 5,629 | $ 5,629 | $ 5,984 | $ 5,984 |
| Restricted cash | 2,263 | 2,263 | 2,554 | 2,554 |
| Line of credit | 156,000 | 156,000 | 157,000 | 157,000 |
| Notes payable, net | 522,734 | 467,660 | 522,345 | 466,668 |

## XML 30 R16.htm IDEA: XBRL DOCUMENT

| SHARE-BASED COMPENSATION | 6 Months Ended Jun. 30, 2024 |
|---|---|
| Share-Based Payment Arrangement [Abstract] | |
| SHARE-BASED COMPENSATION | |

SHARE-BASED COMPENSATION

Elme Communities maintains short-term ("STIP") and long-term ("LTIP") incentive plans that allow for stock-based awards to officers and non-officer employees. Stock based awards are provided to officers and non-officer employees, as well as trustees, under the Washington Real Estate Investment Trust 2016 Omnibus Incentive Plan (the "Omnibus Incentive Plan"). An amendment and restatement of the Omnibus Incentive Plan was approved by our board of trustees in April 2024 and approved by our shareholders in May 2024 to, among other changes, increase the number of shares available to be issued by 2,900,000, from 2,400,000 shares to 5,300,000 shares (including shares issued pursuant to awards made under the Omnibus Incentive Plan prior to its amendment). The Omnibus Incentive Plan, as amended, allows for awards in the form of restricted shares, restricted share units, options and other awards up to an aggregate of 5,300,000 shares over the ten-year period in which the plan is in effect. Restricted share units are converted into shares of our stock upon full vesting through the issuance of new shares.

*Total Compensation Expense*

Total compensation expense recognized in the consolidated financial statements for all outstanding share-based awards was $1.0 million and $1.4 million for the 2024 Quarter and 2023 Quarter, respectively, and $2.1 million and $2.6 million for the 2024 Period and 2023 Period, respectively.

*Restricted Share Awards*

The total fair values of restricted share awards vested was $0.9 million and $4.0 million for the 2024 Period and 2023 Period, respectively.

The total unvested restricted share awards at June 30, 2024 was 436,834 shares, which had a weighted average grant date fair value of $16.96 per share. As of June 30, 2024, the total compensation cost related to unvested restricted share awards was $5.2 million, which we expect to recognize over a weighted average period of 24 months.

## XML 31 R17.htm IDEA: XBRL DOCUMENT

| EARNINGS PER COMMON SHARE | 6 Months Ended Jun. 30, 2024 |
|---|---|
| Earnings Per Share | |

[Abstract]

EARNINGS PER COMMON SHARE

## EARNINGS PER COMMON SHARE

We determine "Basic earnings per share" using the two-class method as our unvested restricted share awards and units have non-forfeitable rights to dividends, and are therefore considered participating securities. We compute basic earnings per share by dividing net income less the allocation of undistributed earnings to unvested restricted share awards and units by the weighted-average number of common shares outstanding for the period.

We also determine "Diluted earnings per share" as the more dilutive of the two-class method or the treasury stock method with respect to the unvested restricted share awards. We further evaluate any other potentially dilutive securities at the end of the period and adjust the basic earnings per share calculation for the impact of those securities that are dilutive. Our dilutive earnings per share calculation includes the dilutive impact of operating partnership units under the if-converted method and our share based awards with performance conditions prior to the grant date and all market condition awards under the contingently issuable method.

The computations of basic and diluted earnings per share for the three and six months ended June 30, 2024 and 2023 were as follows (in thousands, except per share data):

| | Three Months Ended June 30, | | Six Months Ended June 30, | |
|---|---|---|---|---|
| | 2024 | 2023 | 2024 | 2023 |
| **Numerator:** | | | | |
| Net loss | $ (3,471) | $ (2,611) | $ (7,118) | $ (6,254) |
| Allocation of earnings to unvested restricted share awards | (79) | (68) | (158) | (138) |
| Adjusted net loss | $ (3,550) | $ (2,679) | $ (7,276) | $ (6,392) |
| **Denominator:** | | | | |
| Weighted average shares outstanding – basic and diluted | 87,910 | 87,741 | 87,898 | 87,695 |
| | | | | |
| Basic net loss per common share | $ (0.04) | $ (0.03) | $ (0.08) | $ (0.07) |
| Diluted net loss per common share | $ (0.04) | $ (0.03) | $ (0.08) | $ (0.07) |
| Dividends declared per common share | $ 0.18 | $ 0.18 | $ 0.36 | $ 0.36 |

***XML 32 R18.htm IDEA: XBRL DOCUMENT***

**SEGMENT INFORMATION**

**6 Months Ended**
**Jun. 30, 2024**

**Segment Reporting [Abstract]**

SEGMENT INFORMATION

## SEGMENT INFORMATION

We operate in a single reportable segment which includes the ownership, development, redevelopment and acquisition of apartment communities. None of our operating properties meet the criteria to be considered separate operating segments on a stand-alone basis. Within the residential segment, we do not distinguish or group our consolidated operations based on size (only one community, Riverside Apartments, comprises more than 10% of consolidated revenues), type (all assets in the segment are residential) or geography (all but six communities are within the Washington, DC metro region). Further, our apartment communities have similar long-term economic characteristics and provide similar products and services to our residents. As a result, our operating properties are aggregated into a single reportable segment: residential.

We have one remaining office property, Watergate 600, which does not meet the criteria for a reportable segment, and has been classified within "Other" on our segment disclosure tables.

We evaluate performance based upon net operating income ("NOI") of the combined properties in the segment. Our reportable operating segment consolidates similar properties. GAAP requires that segment disclosures present the measure(s) used by the chief operating decision maker for purposes of assessing each segment's performance. NOI is a key measurement of our segment profit and loss and is defined as real estate rental revenue less real estate expenses.

The following tables present revenues, NOI, capital expenditures and total assets for the three and six months ended June 30, 2024 and 2023 from our Residential segment as well as Other, and reconcile NOI to net loss as reported (in thousands):

| | Three Months Ended June 30, 2024 | | |
|---|---|---|---|
| | Residential | Other [1] | Consolidated |
| Real estate rental revenue | $ 55,492 | $ 4,611 | $ 60,103 |
| Real estate expenses | 20,622 | 1,360 | 21,982 |
| Net operating income | $ 34,870 | $ 3,251 | $ 38,121 |
| Other income (expense): | | | |
| Property management expenses | | | (2,175) |
| General and administrative expenses | | | (6,138) |
| Depreciation and amortization | | | (23,895) |
| Interest expense | | | (9,384) |
| Net loss | | | $ (3,471) |
| Capital expenditures | $ 7,872 | $ 52 | $ 7,924 |
| Total assets | $ 1,738,354 | $ 123,121 | $ 1,861,475 |

| | Three Months Ended June 30, 2023 | | |
|---|---|---|---|
| | Residential | Other [1] | Consolidated |
| Real estate rental revenue | $ 52,100 | $ 4,499 | $ 56,599 |
| Real estate expenses | 19,054 | 1,204 | 20,258 |
| Net operating income | $ 33,046 | $ 3,295 | $ 36,341 |
| Other expense: | | | |
| Property management expenses | | | (2,178) |
| General and administrative expenses | | | (6,680) |
| Transformation costs | | | (2,454) |
| Depreciation and amortization | | | (21,415) |
| Interest expense | | | (6,794) |
| Other income | | | 569 |
| Net loss | | | $ (2,611) |
| Capital expenditures | $ 4,130 | $ 262 | $ 4,392 |
| Total assets | $ 1,664,947 | $ 173,552 | $ 1,838,499 |

(1) Other represents Watergate 600, an office property that does not meet the qualitative or quantitative criteria for a reportable segment.

| | Six Months Ended June 30, 2024 | | |
|---|---|---|---|
| | Residential | Other [1] | Consolidated |
| Real estate rental revenue | $ 110,363 | 9,253 | $ 119,616 |
| Real estate expenses | 40,980 | 2,721 | 43,701 |
| Net operating income | $ 69,383 | $ 6,532 | $ 75,915 |
| Other income (expense): | | | |
| Property management expenses | | | (4,393) |
| General and administrative expenses | | | (12,334) |
| Depreciation and amortization | | | (48,838) |
| Interest expense | | | (18,878) |
| Other income | | | 1,410 |
| Net loss | | | $ (7,118) |
| Capital expenditures | $ 21,437 | $ 109 | $ 21,546 |

| | Six Months Ended June 30, 2023 | | |
|---|---|---|---|
| | Residential | Other [1] | Consolidated |
| Real estate rental revenue | 103,091 | 9,317 | $ 112,408 |
| Real estate expenses | 37,198 | 2,581 | 39,779 |
| Net operating income | $ 65,893 | $ 6,736 | $ 72,629 |
| Other income (expense): | | | |
| Property management expenses | | | (3,947) |
| General and administrative expenses | | | (13,521) |
| Transformation costs | | | (5,354) |
| Depreciation and amortization | | | (42,951) |
| Interest expense | | | (13,625) |
| Loss on extinguishment of debt | | | (54) |
| Other income | | | 569 |
| Net loss | | | $ (6,254) |
| Capital expenditures | $ 9,547 | $ 636 | $ 10,183 |

[1] Other represents Watergate 600, an office property that does not meet the qualitative or quantitative criteria for a reportable segment.

***XML 33 R19.htm IDEA: XBRL DOCUMENT***

**SHAREHOLDERS' EQUITY**

**6 Months Ended**
**Jun. 30, 2024**

**Equity [Abstract]**

SHAREHOLDERS' EQUITY

## SHAREHOLDERS' EQUITY

On February 20, 2024, we entered into an equity distribution agreement (the "Equity Distribution Agreement") with Wells Fargo Securities, LLC, BNY Mellon Capital Markets, LLC, Citigroup Global Markets Inc., Goldman Sachs & Co. LLC, KeyBanc Capital Markets Inc., TD Securities (USA) LLC and Truist Securities, Inc. as agents and forward sellers, as applicable, (collectively, the "Agents" or "Forward Sellers", as applicable), and Wells Fargo Bank, National Association, The Bank of New York Mellon, Citibank, N.A., Goldman Sachs & Co. LLC, KeyBanc Capital Markets Inc., The Toronto-Dominion Bank and Truist Bank as forward purchasers pursuant to which up to an aggregate gross sales price of $350,000,000 of Elme Communities' common shares of beneficial interest, $0.01 par value per share, may be offered and sold from time to time through the Agents, acting as the Company's sales agents or, if applicable, the Forward Sellers, or directly to the Agents as principals for their own accounts. In connection with entry into the Equity Distribution Agreement, we terminated our prior at-the-market offering program. At the time of such termination, approximately $340.0 million remained unsold under such prior program.

We did not issue common shares under the Equity Distribution Agreement or any prior equity distribution agreements during the 2024 Period or 2023 Period.

We have a dividend reinvestment program whereby shareholders may use their dividends and optional cash payments to purchase common shares. The shares sold under this program may either be common shares issued by us or common shares purchased in the open market. Net proceeds under this program are used for general corporate purposes.

We did not issue common shares under the dividend reinvestment program during the 2024 Period. Our issuances and net proceeds on the dividend reinvestment program for the three and six months ended June 30, 2023 were as follows ($ in thousands, except per share data):

| | Three Months Ended June 30, 2023 | Six Months Ended June 30, 2023 |
|---|---|---|
| Issuance of common shares | 14 | 28 |
| Weighted average price per share | $ 17.62 | $ 17.64 |
| Net proceeds | $ 249 | $ 497 |

## XML 34 R20.htm IDEA: XBRL DOCUMENT

| Pay vs Performance Disclosure - USD ($) $ in Thousands | 3 Months Ended Jun. 30, 2024 | 3 Months Ended Jun. 30, 2023 | 6 Months Ended Jun. 30, 2024 | 6 Months Ended Jun. 30, 2023 |
|---|---|---|---|---|
| **Pay vs Performance Disclosure** | | | | |
| Net loss | $ (3,471) | $ (2,611) | $ (7,118) | $ (6,254) |

## XML 35 R21.htm IDEA: XBRL DOCUMENT

| Insider Trading Arrangements | 3 Months Ended Jun. 30, 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 |

## XML 36 R22.htm IDEA: XBRL DOCUMENT

| SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND BASIS OF PRESENTATIONS (Policies) | 6 Months Ended Jun. 30, 2024 |
|---|---|
| **Accounting Policies [Abstract]** | |
| Recent Accounting Pronouncements | In March 2020, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2020-04, Reference Rate Reform (“Topic 848”), which was amended in December 2022 by ASU 2022-06, Reference Rate Reform (Topic 848). Topic 848 contains practical expedients for reference rate reform related activities that impact debt, leases, derivatives and other contracts. The guidance in Topic 848 is optional and may be elected through December 31, 2024 as reference rate reform activities occur. During the first quarter of 2023, we executed an amendment to the $700.0 million unsecured revolving credit facility (“Revolving Credit Facility”) to convert the benchmark interest rate from LIBOR to an adjusted SOFR ("Secured Overnight Financing Rate"). We elected to apply the optional expedients in Topic 848 to (i) assert that the hedged interest payments remain probable regardless of any expected modification in terms related to reference rate reform, and (ii) continue the method of assessing effectiveness as documented in the original hedge documentation so that the reference rate on the hypothetical derivative matches the reference rate on the hedging instrument. Application of these expedients preserves the presentation of derivatives consistent with past presentation. The impact of this guidance did not have a material impact on our consolidated financial statements.<br><br>In November 2023, the FASB issued an amendment to the segment reporting standards which requires disclosure for each reportable segment, on an interim and annual basis, of the significant expense categories and amounts that are regularly provided to the chief operating decision maker and included in each reported measure of a segment’s profit or loss. Additionally, it requires a disclosure of the title and position of the individual or the name of the group or committee identified as the chief operating decision maker. The new standard will be effective for annual periods beginning on January 1, 2024 and interim periods beginning on January 1, 2025 on a retrospective basis. We are currently evaluating the impact of adopting the standard on our consolidated financial statements.<br>In March 2024, the Securities and Exchange Commission (“SEC”) issued its final rule that requires registrants to provide climate disclosures in their annual reports and registration statements, beginning with annual reports for the year ending December 31, 2025. On April 4, 2024, the SEC voluntarily stayed the final rule pending the completion of judicial review of cases pending in the Eighth Circuit. We are continuing to evaluate the disclosure impact of the final rule. |
| Principles of Consolidation | The accompanying unaudited consolidated financial statements include the consolidated accounts of Elme Communities and our subsidiaries and entities in which Elme Communities has a controlling financial interest. All intercompany balances and transactions have been eliminated in consolidation. |
| Basis of Presentation | We have prepared the accompanying unaudited financial statements pursuant to the rules and regulations of the SEC. Certain information and note disclosures normally included in annual financial statements prepared in accordance with Generally Accepted Accounting Principles (“GAAP”) have been condensed or omitted pursuant to those rules and regulations, although we believe that the disclosures made are adequate to make the information presented not misleading. In addition, in the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation of the results for the periods presented have been included. These unaudited financial statements should be read in conjunction with the financial statements and notes included in our Annual Report on Form 10-K for the year ended December 31, 2023. |
| Lessee Accounting | For leases where we are the lessee, primarily our corporate office operating lease, we recognize a right-of-use asset and a lease liability in accordance with Accounting Standards Codification (“ASC”) Topic 842. The right-of-use asset and associated liability is equal to the present value of the minimum lease payments, applying our incremental borrowing rate. Our borrowing rate is computed based on observable borrowing rates taking into consideration our credit quality and adjusting to a secured borrowing rate for similar assets and term.<br><br>Lease expense for the operating lease is recognized on a straight-line basis over the expected lease term and is included in “General and administrative expenses.” |
| Restricted Cash | Restricted cash includes funds held in escrow for tenant security deposits. |
| Transformation Costs | Transformation costs include costs related to the strategic shift away from the commercial sector to the residential sector, including the allocation of internal costs, consulting, advisory and termination benefits. |
| Use of Estimates in the Financial Statements | The preparation of financial statements in conformity with GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. |
| Fair Value Measurement | *Assets and Liabilities Measured at Fair Value on a Recurring Basis*<br><br>For assets and liabilities measured at fair value on a recurring basis, quantitative disclosures about the fair value measurements are required to be disclosed separately for each major category of assets and liabilities, as follows:<br><br>Level 1: Quoted prices in active markets for identical assets<br>Level 2: Significant other observable inputs<br>Level 3: Significant unobservable inputs<br><br>The only assets or liabilities we had at June 30, 2024 and December 31, 2023 that are recorded at fair value on a recurring basis are the assets held in the Supplemental Executive Retirement Plan (“SERP”), which primarily consist of investments in mutual funds, and the interest rate derivatives (see note 6).<br><br>We base the valuations related to the SERP on quoted prices in active markets and accordingly these valuations fall into Level 1 in the fair value hierarchy.<br><br>The valuation of the interest rate derivatives is determined using widely accepted valuation techniques, including discounted cash flow analysis on the expected cash flows of each interest rate derivative. This analysis reflects the contractual terms of the interest rate derivatives, including the period to maturity, and uses observable market-based inputs, including interest rate curves and implied volatilities. The fair values of interest rate derivatives are determined using the market standard methodology of netting the discounted future fixed cash payments (or receipts) and the discounted expected variable cash receipts (or payments). The variable cash payments (or receipts) are based on an expectation of future interest rates (forward curves) derived from observable market interest rate curves. To comply with the provisions of ASC 820, *Fair Value Measurement*, we incorporate credit valuation adjustments in the fair value measurements to appropriately reflect both our own nonperformance risk and the respective counterparty’s nonperformance risk. These credit valuation adjustments were concluded to not be significant inputs for the fair value calculations for the periods presented. In adjusting the fair value of our derivative contracts for the effect of nonperformance risk, we have considered the impact of netting and any applicable credit enhancements, such as the posting of collateral, thresholds, mutual puts and guarantees. The valuation of interest rate derivatives fall into Level 2 in the fair value hierarchy. |

## XML 37 R23.htm IDEA: XBRL DOCUMENT

| UNSECURED LINE OF CREDIT PAYABLE (Tables) | 6 Months Ended Jun. 30, 2024 |
|---|---|
| **Debt Disclosure [Abstract]** | |
| Schedule of Revolving Credit Facility's Unsecured Line of Credit Unused and Available and its Borrowings and Repayments | The amount of the Revolving Credit Facility’s unsecured line of credit unused and available at June 30, 2024 was as follows (in thousands): |

| | |
|---|---|
| Committed capacity | $ 700,000 |
| Borrowings outstanding | (156,000) |
| Unused and available | $ 544,000 |

We executed borrowings and repayments on the Revolving Credit Facility during the 2024 Period as follows (in thousands):

| | |
|---|---|
| Balance, December 31, 2023 | $ 157,000 |
| Borrowings | 70,000 |
| Repayments | (71,000) |
| Balance, June 30, 2024 | $ 156,000 |

## XML 38 R24.htm IDEA: XBRL DOCUMENT

| DERIVATIVE INSTRUMENTS (Tables) | 6 Months Ended Jun. 30, 2024 |
|---|---|
| **Derivative Instruments and Hedging Activities Disclosure [Abstract]** | |
| Schedule of Fair Values of Interest Rate Swaps | The fair values of the interest rate swaps as of June 30, 2024 and December 31, 2023, were as follows (in thousands): |

| Derivative Instrument | Aggregate Notional Amount | Effective Date | Maturity Date | Fair Value Derivative Assets (Liabilities) June 30, 2024 | Fair Value Derivative Assets (Liabilities) December 31, 2023 |
|---|---|---|---|---|---|
| Interest rate swap | $ 75,000 | July 21, 2023 | January 10, 2025 | $ 587 | $ 740 |
| Interest rate swap | 50,000 | July 21, 2023 | January 10, 2025 | 392 | 494 |
| Interest rate swap | 100,000 | January 10, 2025 | January 10, 2026 | (305) | — |
| Interest rate swap | 50,000 | January 10, 2025 | January 10, 2026 | (153) | — |
| | | | | $ 521 | $ 1,234 |

Schedule of Net Unrealized Gain (Loss) in/from AOCL

The net unrealized gains and losses on the effective swaps were recognized in Other comprehensive income (loss), as follows (in thousands):

| | Three Months Ended June 30, | | Six Months Ended June 30, | |
|---|---|---|---|---|
| | 2024 | 2023 | 2024 | 2023 |
| Unrealized (loss) gain on interest rate hedges | $ (796) | $ 854 | $ (713) | $ 521 |

The losses reclassified from Accumulated other comprehensive loss into interest expense for the three and six months ended June 30, 2024 and 2023, were as follows (in thousands):

| | Three Months Ended June 30, | | Six Months Ended June 30, | |
|---|---|---|---|---|
| | 2024 | 2023 | 2024 | 2023 |
| Loss reclassified from accumulated other comprehensive loss into interest expense | $ 510 | $ 509 | $ 1,020 | $ 1,019 |

## XML 39 R25.htm IDEA: XBRL DOCUMENT

**FAIR VALUE DISCLOSURES (Tables)**

**6 Months Ended**

**Jun. 30, 2024**

**Fair Value Disclosures [Abstract]**

Schedule of Fair Value of Assets

The fair values of these assets as of June 30, 2024 and December 31, 2023 were as follows (in thousands):

| | June 30, 2024 | | | | December 31, 2023 | | | |
|---|---|---|---|---|---|---|---|---|
| | Fair Value | Level 1 | Level 2 | Level 3 | Fair Value | Level 1 | Level 2 | Level 3 |
| Assets: | | | | | | | | |
| SERP | $ 2,371 | $ 2,371 | $ — | $ — | $ 1,984 | $ 1,984 | $ — | $ — |
| Interest rate derivatives | 979 | — | 979 | — | 1,234 | — | 1,234 | — |
| Liabilities: | | | | | | | | |
| Interest rate derivatives | $ (458) | $ — | $ (458) | $ — | $ — | $ — | $ — | $ — |

Schedule of Carrying Values and Estimated Fair Values of Financial Instruments

As of June 30, 2024 and December 31, 2023, the carrying values and estimated fair values of our financial instruments were as follows (in thousands):

| | June 30, 2024 | | December 31, 2023 | |
|---|---|---|---|---|
| | Carrying Value | Fair Value | Carrying Value | Fair Value |
| Cash and cash equivalents | $ 5,629 | $ 5,629 | $ 5,984 | $ 5,984 |
| Restricted cash | 2,263 | 2,263 | 2,554 | 2,554 |
| Line of credit | 156,000 | 156,000 | 157,000 | 157,000 |
| Notes payable, net | 522,734 | 467,660 | 522,345 | 466,668 |

## XML 40 R26.htm IDEA: XBRL DOCUMENT

**EARNINGS PER COMMON SHARE (Tables)**

**6 Months Ended**

**Jun. 30, 2024**

**Earnings Per Share [Abstract]**

Schedule of Computation of Basic and Diluted Earnings Per Share

The computations of basic and diluted earnings per share for the three and six months ended June 30, 2024 and 2023 were as follows (in thousands, except per share data):

| | Three Months Ended June 30, | | Six Months Ended June 30, | |
|---|---|---|---|---|
| | 2024 | 2023 | 2024 | 2023 |
| **Numerator:** | | | | |
| Net loss | $ (3,471) | $ (2,611) | $ (7,118) | $ (6,254) |
| Allocation of earnings to unvested restricted share awards | (79) | (68) | (158) | (138) |
| Adjusted net loss | $ (3,550) | $ (2,679) | $ (7,276) | $ (6,392) |
| **Denominator:** | | | | |
| Weighted average shares outstanding – basic and diluted | 87,910 | 87,741 | 87,898 | 87,695 |
| | | | | |
| Basic net loss per common share | $ (0.04) | $ (0.03) | $ (0.08) | $ (0.07) |
| Diluted net loss per common share | $ (0.04) | $ (0.03) | $ (0.08) | $ (0.07) |
| | | | | |
| Dividends declared per common share | $ 0.18 | $ 0.18 | $ 0.36 | $ 0.36 |

## XML 41 R27.htm IDEA: XBRL DOCUMENT

**SEGMENT INFORMATION (Tables)**

**6 Months Ended**

**Jun. 30, 2024**

**Segment Reporting [Abstract]**

Schedule of Reconciliation of Net Operating Income of Reportable Segments

The following tables present revenues, NOI, capital expenditures and total assets for the three and six months ended June 30, 2024 and 2023 from our Residential segment as well as Other, and reconcile NOI to net loss as reported (in thousands):

| | Three Months Ended June 30, 2024 | | |
|---|---|---|---|
| | Residential | Other [1] | Consolidated |
| Real estate rental revenue | $ 55,492 | $ 4,611 | $ 60,103 |
| Real estate expenses | 20,622 | 1,360 | 21,982 |
| Net operating income | $ 34,870 | $ 3,251 | $ 38,121 |
| Other income (expense): | | | |
| Property management expenses | | | (2,175) |
| General and administrative expenses | | | (6,138) |
| Depreciation and amortization | | | (23,895) |
| Interest expense | | | (9,384) |
| Net loss | | | $ (3,471) |
| Capital expenditures | $ 7,872 | $ 52 | $ 7,924 |
| Total assets | $ 1,738,354 | $ 123,121 | $ 1,861,475 |

| | Three Months Ended June 30, 2023 | | |
|---|---|---|---|
| | Residential | Other [1] | Consolidated |
| Real estate rental revenue | $ 52,100 | $ 4,499 | $ 56,599 |
| Real estate expenses | 19,054 | 1,204 | 20,258 |
| Net operating income | $ 33,046 | $ 3,295 | $ 36,341 |
| Other expense: | | | |
| Property management expenses | | | (2,178) |
| General and administrative expenses | | | (6,680) |
| Transformation costs | | | (2,454) |
| Depreciation and amortization | | | (21,415) |
| Interest expense | | | (6,794) |
| Other income | | | 569 |
| Net loss | | | $ (2,611) |
| Capital expenditures | $ 4,130 | $ 262 | $ 4,392 |
| Total assets | $ 1,664,947 | $ 173,552 | $ 1,838,499 |

(1) Other represents Watergate 600, an office property that does not meet the qualitative or quantitative criteria for a reportable segment.

| | Six Months Ended June 30, 2024 | | |
|---|---|---|---|
| | Residential | Other [1] | Consolidated |
| Real estate rental revenue | $ 110,363 | 9,253 | $ 119,616 |
| Real estate expenses | 40,980 | 2,721 | 43,701 |
| Net operating income | $ 69,383 | $ 6,532 | $ 75,915 |
| Other income (expense): | | | |
| Property management expenses | | | (4,393) |
| General and administrative expenses | | | (12,334) |
| Depreciation and amortization | | | (48,838) |
| Interest expense | | | (18,878) |
| Other income | | | 1,410 |
| Net loss | | | $ (7,118) |
| Capital expenditures | $ 21,437 | $ 109 | $ 21,546 |

| | Six Months Ended June 30, 2023 | | |
|---|---|---|---|
| | Residential | Other [1] | Consolidated |
| Real estate rental revenue | 103,091 | 9,317 | $ 112,408 |
| Real estate expenses | 37,198 | 2,581 | 39,779 |
| Net operating income | $ 65,893 | $ 6,736 | $ 72,629 |
| Other income (expense): | | | |
| Property management expenses | | | (3,947) |
| General and administrative expenses | | | (13,521) |
| Transformation costs | | | (5,354) |
| Depreciation and amortization | | | (42,951) |
| Interest expense | | | (13,625) |
| Loss on extinguishment of debt | | | (54) |
| Other income | | | 569 |
| Net loss | | | $ (6,254) |
| Capital expenditures | $ 9,547 | $ 636 | $ 10,183 |

[1] Other represents Watergate 600, an office property that does not meet the qualitative or quantitative criteria for a reportable segment.

## XML 42 R28.htm IDEA: XBRL DOCUMENT

**SHAREHOLDERS' EQUITY (Tables)**

**6 Months Ended**

**Jun. 30, 2024**

**Equity [Abstract]**

Schedule of Dividend Reinvestment Program

Our issuances and net proceeds on the dividend reinvestment program for the three and six months ended June 30, 2023 were as follows ($ in thousands, except per share data):

| | Three Months Ended June 30, 2023 | Six Months Ended June 30, 2023 |
|---|---|---|
| Issuance of common shares | 14 | 28 |
| Weighted average price per share | $ 17.62 | $ 17.64 |
| Net proceeds | $ 249 | $ 497 |

## XML 43 R29.htm IDEA: XBRL DOCUMENT

| NATURE OF BUSINESS (Details) - TRSs - USD ($) $ in Millions | Jun. 30, 2024 | Dec. 31, 2023 |
|---|---|---|
| **Product Information [Line Items]** | | |
| Deferred tax valuation allowance | $ 1.4 | $ 1.4 |
| Deferred tax asset | $ 1.4 | $ 1.4 |

## XML 44 R30.htm IDEA: XBRL DOCUMENT

| SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND BASIS OF PRESENTATIONS (Details) - USD ($) | Jun. 30, 2024 | Mar. 31, 2023 | Sep. 30, 2021 |
|---|---|---|---|
| **Line of Credit Facility [Line Items]** | | | |
| Revolving credit facility borrowing capacity | | | $ 1,500,000,000 |
| Revolving Credit Facility | | | |
| **Line of Credit Facility [Line Items]** | | | |
| Revolving credit facility borrowing capacity | $ 700,000,000 | $ 700,000,000.0 | $ 700,000,000 |

## XML 45 R31.htm IDEA: XBRL DOCUMENT

| REAL ESTATE (Details) - USD ($) | 3 Months Ended Jun. 30, 2024 | Dec. 31, 2023 |
|---|---|---|
| **Real Estate [Line Items]** | | |
| Properties under development or held for future development | $ 30,980,000 | $ 30,980,000 |
| Real estate impairment | 0 | |
| Riverside Developments | | |
| **Real Estate [Line Items]** | | |
| Properties under development or held for future development | $ 30,400,000 | |

## XML 46 R32.htm IDEA: XBRL DOCUMENT

| UNSECURED LINE OF CREDIT PAYABLE - Narrative (Details) | 1 Months Ended Aug. 02, 2024 USD ($) extension_option | 3 Months Ended Mar. 31, 2023 USD ($) | Sep. 30, 2021 USD ($) extension_option | 6 Months Ended Jun. 30, 2024 USD ($) extension_option | Dec. 31, 2018 USD ($) |
|---|---|---|---|---|---|
| **Line of Credit Facility [Line Items]** | | | | | |
| Revolving credit facility borrowing capacity | | | $ 1,500,000,000 | | |
| Credit agreement, aggregate maximum borrowing capacity including accordion feature | | | 1,500,000,000 | | |
| Revolving Credit Facility | | | | | |
| **Line of Credit Facility [Line Items]** | | | | | |
| Revolving credit facility borrowing capacity | | $ 700,000,000.0 | $ 700,000,000 | $ 700,000,000 | |
| Debt instrument term | | | 4 years | | |
| Number of extensions allowed \| extension_option | | | 2 | 2 | |
| Term of allowable extension (in months) | | | 6 months | 6 months | |
| Credit agreement, aggregate maximum borrowing capacity including accordion feature | | $ 700,000,000.0 | $ 700,000,000 | $ 700,000,000 | |
| Debt instrument, adjustment rate | | | | 0.10% | |
| Revolving Credit Facility \| Variable Rate Component One | | | | | |
| **Line of Credit Facility [Line Items]** | | | | | |
| Basis spread on variable rate (percent) | | 0.10% | | | |
| Revolving Credit Facility \| Variable Rate Component Two | | | | | |
| **Line of Credit Facility [Line Items]** | | | | | |
| Basis spread on variable rate (percent) | | | | 0.85% | |
| Facility fee (percent) | | | | 0.20% | |
| Revolving Credit Facility \| Subsequent event | | | | | |
| **Line of Credit Facility [Line Items]** | | | | | |
| Revolving credit facility borrowing capacity | $ 500,000,000 | | | | |
| Debt instrument term | 4 years | | | | |
| Number of extensions allowed \| extension_option | 2 | | | | |
| Term of allowable extension (in months) | 6 months | | | | |
| Credit agreement, aggregate maximum borrowing capacity including accordion feature | $ 500,000,000 | | | | |
| Basis spread on variable rate (percent) | 0.85% | | | | |
| Facility fee (percent) | 0.20% | | | | |
| Accordion feature, higher borrowing capacity option | $ 1,000,000,000 | | | | |
| Revolving Credit Facility \| Term Secured Overnight Financing Rate \| Subsequent event | | | | | |
| **Line of Credit Facility [Line Items]** | | | | | |
| Debt instrument, adjustment rate | 0.10% | | | | |
| Revolving Credit Facility \| Adjusted Daily Simple Secured Overnight Financing Rate \| Subsequent event | | | | | |
| **Line of Credit Facility [Line Items]** | | | | | |
| Debt instrument, adjustment rate | 0.10% | | | | |
| Debt instrument base rate spread on variable rate (percent) | 1.00% | | | | |
| Revolving Credit Facility \| Minimum | | | | | |
| **Line of Credit Facility [Line Items]** | | | | | |
| Facility fee (percent) | | 0.10% | | | |
| Revolving Credit Facility \| Minimum \| Variable Rate Component One | | | | | |
| **Line of Credit Facility [Line Items]** | | | | | |
| Basis spread on variable rate (percent) | | 0.70% | | | |
| Revolving Credit Facility \| Minimum \| Subsequent event | | | | | |
| **Line of Credit Facility [Line Items]** | | | | | |
| Facility fee (percent) | 0.10% | | | | |
| Revolving Credit Facility \| Minimum \| Term Secured Overnight Financing Rate \| Subsequent event | | | | | |
| **Line of Credit Facility [Line Items]** | | | | | |
| Basis spread on variable rate (percent) | 0.70% | | | | |
| Revolving Credit Facility \| Minimum \| Base Rate \| Subsequent event | | | | | |
| **Line of Credit Facility [Line Items]** | | | | | |
| Basis spread on variable rate (percent) | 0.00% | | | | |
| Revolving Credit Facility \| Minimum \| Adjusted Daily Simple Secured Overnight Financing Rate \| Subsequent event | | | | | |
| **Line of Credit Facility [Line Items]** | | | | | |
| Basis spread on variable rate (percent) | 0.70% | | | | |
| Revolving Credit Facility \| Maximum | | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Line of Credit Facility [Line Items]** | | | | | | | |
| Facility fee (percent) | | | | | 0.30% | | |
| Revolving Credit Facility \| Maximum \| Variable Rate Component One | | | | | | | |
| **Line of Credit Facility [Line Items]** | | | | | | | |
| Basis spread on variable rate (percent) | | | | | 1.40% | | |
| Revolving Credit Facility \| Maximum \| Subsequent event | | | | | | | |
| **Line of Credit Facility [Line Items]** | | | | | | | |
| Facility fee (percent) | | | 0.30% | | | | |
| Revolving Credit Facility \| Maximum \| Term Secured Overnight Financing Rate \| Subsequent event | | | | | | | |
| **Line of Credit Facility [Line Items]** | | | | | | | |
| Basis spread on variable rate (percent) | | | 1.40% | | | | |
| Revolving Credit Facility \| Maximum \| Base Rate \| Subsequent event | | | | | | | |
| **Line of Credit Facility [Line Items]** | | | | | | | |
| Basis spread on variable rate (percent) | | | 0.40% | | | | |
| Revolving Credit Facility \| Maximum \| Adjusted Daily Simple Secured Overnight Financing Rate \| Subsequent event | | | | | | | |
| **Line of Credit Facility [Line Items]** | | | | | | | |
| Basis spread on variable rate (percent) | | | 1.40% | | | | |
| Term Loan | | | | | | | |
| **Line of Credit Facility [Line Items]** | | | | | | | |
| Debt instrument face amount | | | | | | | $ 250,000,000.0 |
| Unsecured Line of Credit Payable \| Revolving Credit Facility \| Federal Funds Rate \| Subsequent event | | | | | | | |
| **Line of Credit Facility [Line Items]** | | | | | | | |
| Debt instrument base rate spread on variable rate (percent) | | | 0.50% | | | | |

## *XML 47 R33.htm IDEA: XBRL DOCUMENT*

| UNSECURED LINE OF CREDIT PAYABLE - Schedule of Revolving Credit Facility's Unsecured Line of Credit Unused and Available (Details) - USD ($) | Jun. 30, 2024 | Dec. 31, 2023 | Mar. 31, 2023 | Sep. 30, 2021 |
|---|---|---|---|---|
| **Line of Credit Facility [Line Items]** | | | | |
| Committed capacity | | | | $ 1,500,000,000 |
| Borrowings outstanding | $ (156,000,000) | $ (157,000,000) | | |
| Revolving Credit Facility | | | | |
| **Line of Credit Facility [Line Items]** | | | | |
| Committed capacity | 700,000,000 | | $ 700,000,000.0 | $ 700,000,000 |
| Borrowings outstanding | (156,000,000) | $ (157,000,000) | | |
| Unused and available | $ 544,000,000 | | | |

## *XML 48 R34.htm IDEA: XBRL DOCUMENT*

| UNSECURED LINE OF CREDIT PAYABLE - Schedule of Revolving Credit Facility's Borrowings and Repayments (Details) $ in Thousands | 6 Months Ended Jun. 30, 2024 USD ($) |
|---|---|
| **Line of Credit [Roll Forward]** | |
| Beginning balance | $ 157,000 |
| Ending balance | 156,000 |
| Revolving Credit Facility | |
| **Line of Credit [Roll Forward]** | |
| Beginning balance | 157,000 |
| Borrowings | 70,000 |
| Repayments | (71,000) |
| Ending balance | $ 156,000 |

## *XML 49 R35.htm IDEA: XBRL DOCUMENT*

| NOTES PAYABLE (Details) - Unsecured Debt | 3 Months Ended Mar. 31, 2023 USD ($) extension_option |
|---|---|
| 2023 Term Loan | |
| **Debt Instrument [Line Items]** | |
| Debt instrument face amount | $ 125,000,000 |
| Debt instrument term | 2 years |
| Term loan, number of extensions allowed \| extension_option | 2 |
| Term loan, extension, term | 1 year |
| 2023 Term Loan \| Variable Rate Component One | |
| **Debt Instrument [Line Items]** | |
| Basis spread on variable rate (percent) | 0.10% |
| 2023 Term Loan \| Variable Rate Component Two | |
| **Debt Instrument [Line Items]** | |
| Basis spread on variable rate (percent) | 0.95% |
| 2018 Term Loan | |
| **Debt Instrument [Line Items]** | |
| Long-term debt, gross | $ 100,000,000 |

## *XML 50 R36.htm IDEA: XBRL DOCUMENT*

| DERIVATIVE INSTRUMENTS - Narrative (Details) $ in Thousands | 6 Months Ended Jun. 30, 2024 USD ($) arrangement | Dec. 31, 2023 USD ($) | Jul. 21, 2023 | Mar. 31, 2023 USD ($) arrangement |
|---|---|---|---|---|
| Interest rate derivatives \| Recurring | | | | |
| **Derivative [Line Items]** | | | | |
| Interest rate derivatives | $ (458) | $ 0 | | |
| Interest rate derivatives | | | | |
| **Derivative [Line Items]** | | | | |
| Number of interest rate swap arrangements \| arrangement | 2 | | | 2 |
| Derivative notional amount | $ 150,000 | | | $ 125,000 |
| Fixed interest rate (percent) | | | 4.73% | |
| Variable interest rate (percent) | 4.72% | | | |
| Estimated amount to be reclassified within next twelve months as an increase to interest expense | $ 900 | | | |
| Fair value of derivative assets | 1,000 | | | |
| Interest rate derivatives \| Recurring | | | | |
| **Derivative [Line Items]** | | | | |
| Fair value of derivative assets | 979 | $ 1,234 | | |

| | |
|---|---|
| Interest Rate Swap, Previously Settled | |
| **Derivative [Line Items]** | |
| Estimated amount to be reclassified within next twelve months as an increase to interest expense | $ (2,000) |

## XML 51 R37.htm IDEA: XBRL DOCUMENT

| DERIVATIVE INSTRUMENTS - Schedule of Fair Values of Interest Rate Swaps (Details) - USD ($) $ in Thousands | Jun. 30, 2024 | Dec. 31, 2023 | Mar. 31, 2023 |
|---|---|---|---|
| Interest rate derivatives | | | |
| **Derivatives, Fair Value [Line Items]** | | | |
| Aggregate Notional Amount | $ 150,000 | | $ 125,000 |
| Derivative Assets (Liabilities) | 521 | $ 1,234 | |
| Interest Rate Swap Effective July 2023, One | | | |
| **Derivatives, Fair Value [Line Items]** | | | |
| Aggregate Notional Amount | 75,000 | | |
| Derivative Assets (Liabilities) | 587 | 740 | |
| Interest Rate Swap Effective July 2023, Two | | | |
| **Derivatives, Fair Value [Line Items]** | | | |
| Aggregate Notional Amount | 50,000 | | |
| Derivative Assets (Liabilities) | 392 | 494 | |
| Interest Rate Swap Effective January 2025, One | | | |
| **Derivatives, Fair Value [Line Items]** | | | |
| Aggregate Notional Amount | 100,000 | | |
| Derivative Assets (Liabilities) | (305) | 0 | |
| Interest Rate Swap Effective January 2025, Two | | | |
| **Derivatives, Fair Value [Line Items]** | | | |
| Aggregate Notional Amount | 50,000 | | |
| Derivative Assets (Liabilities) | $ (153) | $ 0 | |

## XML 52 R38.htm IDEA: XBRL DOCUMENT

| DERIVATIVE INSTRUMENTS - Schedule of Net Unrealized Gain (Loss) in/from AOCL (Details) - USD ($) $ in Thousands | 3 Months Ended | | 6 Months Ended | |
|---|---|---|---|---|
| | Jun. 30, 2024 | Jun. 30, 2023 | Jun. 30, 2024 | Jun. 30, 2023 |
| **Derivative Instruments and Hedging Activities Disclosure [Abstract]** | | | | |
| Unrealized (loss) gain on interest rate hedges | $ (796) | $ 854 | $ (713) | $ 521 |
| Loss reclassified from accumulated other comprehensive loss into interest expense | $ 510 | $ 509 | $ 1,020 | $ 1,019 |

## XML 53 R39.htm IDEA: XBRL DOCUMENT

| FAIR VALUE DISCLOSURES - Schedule of Fair Value of Assets (Details) - USD ($) $ in Thousands | Jun. 30, 2024 | Dec. 31, 2023 |
|---|---|---|
| Interest rate derivatives | | |
| **Assets:** | | |
| Interest rate derivatives | $ 1,000 | |
| Recurring | | |
| **Assets:** | | |
| SERP | 2,371 | $ 1,984 |
| Recurring \| Interest rate derivatives | | |
| **Liabilities:** | | |
| Interest rate derivatives | (458) | 0 |
| Recurring \| Interest rate derivatives | | |
| **Assets:** | | |
| Interest rate derivatives | 979 | 1,234 |
| Recurring \| Level 1 | | |
| **Assets:** | | |
| SERP | 2,371 | 1,984 |
| Recurring \| Level 1 \| Interest rate derivatives | | |
| **Liabilities:** | | |
| Interest rate derivatives | 0 | 0 |
| Recurring \| Level 1 \| Interest rate derivatives | | |
| **Assets:** | | |
| Interest rate derivatives | 0 | 0 |
| Recurring \| Level 2 | | |
| **Assets:** | | |
| SERP | 0 | 0 |
| Recurring \| Level 2 \| Interest rate derivatives | | |
| **Liabilities:** | | |
| Interest rate derivatives | (458) | 0 |
| Recurring \| Level 2 \| Interest rate derivatives | | |
| **Assets:** | | |
| Interest rate derivatives | 979 | 1,234 |
| Recurring \| Level 3 | | |
| **Assets:** | | |
| SERP | 0 | 0 |
| Recurring \| Level 3 \| Interest rate derivatives | | |
| **Liabilities:** | | |
| Interest rate derivatives | 0 | 0 |
| Recurring \| Level 3 \| Interest rate derivatives | | |
| **Assets:** | | |
| Interest rate derivatives | $ 0 | $ 0 |

## XML 54 R40.htm IDEA: XBRL DOCUMENT

| FAIR VALUE DISCLOSURES - Narrative (Details) | Jun. 30, 2024 USD ($) |
|---|---|
| **Fair Value Disclosures [Abstract]** | |
| Fair value measurement of assets or liabilities | $ 0 |

## XML 55 R41.htm IDEA: XBRL DOCUMENT

| FAIR VALUE DISCLOSURES - Schedule of Carrying Values and Estimated | Jun. 30, 2024 | Dec. 31, 2023 |
|---|---|---|

| Fair Values of Financial Instruments (Details) - USD ($) $ in Thousands | | |
|---|---|---|
| Carrying Value | | |
| **Carrying Value and Estimated Fair Values [Line Items]** | | |
| Cash and cash equivalents | $ 5,629 | $ 5,984 |
| Restricted cash | 2,263 | 2,554 |
| Line of credit | 156,000 | 157,000 |
| Notes payable, net | 522,734 | 522,345 |
| Fair Value | | |
| **Carrying Value and Estimated Fair Values [Line Items]** | | |
| Cash and cash equivalents | 5,629 | 5,984 |
| Restricted cash | 2,263 | 2,554 |
| Line of credit | 156,000 | 157,000 |
| Notes payable, net | $ 467,660 | $ 466,668 |

## *XML 56 R42.htm IDEA: XBRL DOCUMENT*

| SHARE-BASED COMPENSATION (Details) - USD ($) $ / shares in Units, $ in Millions | 1 Months Ended | 3 Months Ended | | 6 Months Ended | | |
|---|---|---|---|---|---|---|
| | May 31, 2024 | Jun. 30, 2024 | Jun. 30, 2023 | Jun. 30, 2024 | Jun. 30, 2023 | Apr. 30, 2024 |
| **Share-based Compensation Arrangement by Share-based Payment Award [Line Items]** | | | | | | |
| Stock based compensation expense | | $ 1.0 | $ 1.4 | $ 2.1 | $ 2.6 | |
| Restricted Share Awards | | | | | | |
| **Share-based Compensation Arrangement by Share-based Payment Award [Line Items]** | | | | | | |
| Fair value of share awards vested | | | | $ 0.9 | $ 4.0 | |
| Total unvested restricted share awards (in shares) | | 436,834 | | 436,834 | | |
| Weighted average grant date fair value (in dollars per share) | | $ 16.96 | | $ 16.96 | | |
| Compensation costs not yet recognized | | $ 5.2 | | $ 5.2 | | |
| Recognition period for compensation expense | | | | 24 months | | |
| Washington Real Estate Investment Trust 2016 Omnibus Incentive Plan | | | | | | |
| **Share-based Compensation Arrangement by Share-based Payment Award [Line Items]** | | | | | | |
| Aggregate number of shares additional authorized for stock based awards (in shares) | 2,900,000 | | | | | |
| Aggregate number of shares authorized for stock based awards (in shares) | 5,300,000 | | | | | 2,400,000 |
| Incentive plan, period in effect (in years) | 10 years | | | | | |

## *XML 57 R43.htm IDEA: XBRL DOCUMENT*

| EARNINGS PER COMMON SHARE (Details) - USD ($) $ / shares in Units, shares in Thousands, $ in Thousands | 3 Months Ended | | 6 Months Ended | |
|---|---|---|---|---|
| | Jun. 30, 2024 | Jun. 30, 2023 | Jun. 30, 2024 | Jun. 30, 2023 |
| **Numerator:** | | | | |
| Net loss | $ (3,471) | $ (2,611) | $ (7,118) | $ (6,254) |
| Allocation of earnings to unvested restricted share awards | (79) | (68) | (158) | (138) |
| Adjusted net loss, basic | (3,550) | (2,679) | (7,276) | (6,392) |
| Adjusted net loss, diluted | $ (3,550) | $ (2,679) | $ (7,276) | $ (6,392) |
| **Denominator:** | | | | |
| Weighted average shares outstanding - basic (in shares) | 87,910 | 87,741 | 87,898 | 87,695 |
| Weighted average shares outstanding - diluted (in shares) | 87,910 | 87,741 | 87,898 | 87,695 |
| Basic net loss per common share (in dollars per share) | $ (0.04) | $ (0.03) | $ (0.08) | $ (0.07) |
| Diluted net loss per common share (in dollars per share) | (0.04) | (0.03) | (0.08) | (0.07) |
| Dividends declared per common share (in dollars per share) | $ 0.18 | $ 0.18 | $ 0.36 | $ 0.36 |

## *XML 58 R44.htm IDEA: XBRL DOCUMENT*

| SEGMENT INFORMATION - Narrative (Details) | 6 Months Ended |
|---|---|
| | Jun. 30, 2024 property community segment |
| **Segment Reporting Information [Line Items]** | |
| Number of reportable segments \| segment | 1 |
| Outside Of Washington, DC Metro Region | |
| **Segment Reporting Information [Line Items]** | |
| Number of properties \| community | 6 |
| Riverside Apartments \| Revenue Benchmark \| Property Concentration Risk | |
| **Segment Reporting Information [Line Items]** | |
| Concentration risk, percentage (as a percent) | 10.00% |
| Office | |
| **Segment Reporting Information [Line Items]** | |
| Number of properties that do not meet criteria for reportable segment \| property | 1 |

## *XML 59 R45.htm IDEA: XBRL DOCUMENT*

| SEGMENT INFORMATION - Schedule of Reconciliation of Net Operating Income of Reportable Segments (Details) - USD ($) $ in Thousands | 3 Months Ended | | 6 Months Ended | | |
|---|---|---|---|---|---|
| | Jun. 30, 2024 | Jun. 30, 2023 | Jun. 30, 2024 | Jun. 30, 2023 | Dec. 31, 2023 |
| **Segment Reporting Information [Line Items]** | | | | | |
| Real estate rental revenue | $ 60,103 | $ 56,599 | $ 119,616 | $ 112,408 | |
| Real estate expenses | 21,982 | 20,258 | 43,701 | 39,779 | |
| Net operating income | 38,121 | 36,341 | 75,915 | 72,629 | |
| **Other income (expense):** | | | | | |
| Property management expenses | (2,175) | (2,178) | (4,393) | (3,947) | |
| General and administrative expenses | (6,138) | (6,680) | (12,334) | (13,521) | |
| Transformation costs | 0 | (2,454) | 0 | (5,354) | |
| Depreciation and amortization | (23,895) | (21,415) | (48,838) | (42,951) | |
| Interest expense | (9,384) | (6,794) | (18,878) | (13,625) | |
| Other income | 0 | 569 | 1,410 | 569 | |
| Net loss | (3,471) | | | | |
| Net loss | (3,471) | (2,611) | (7,118) | (6,254) | |
| Capital expenditures | 7,924 | 4,392 | 21,546 | 10,183 | |
| Total assets | 1,861,475 | 1,838,499 | 1,861,475 | 1,838,499 | $ 1,900,028 |
| Residential | | | | | |
| **Segment Reporting Information [Line Items]** | | | | | |
| Real estate rental revenue | 55,492 | 52,100 | 110,363 | 103,091 | |
| Real estate expenses | 20,622 | 19,054 | 40,980 | 37,198 | |

| | | | | |
|---|---|---|---|---|
| Net operating income | 34,870 | 33,046 | 69,383 | 65,893 |
| **Other income (expense):** | | | | |
| Capital expenditures | 7,872 | 4,130 | 21,437 | 9,547 |
| Total assets | 1,738,354 | 1,664,947 | 1,738,354 | 1,664,947 |
| Other | | | | |
| **Segment Reporting Information [Line Items]** | | | | |
| Real estate rental revenue | 4,611 | 4,499 | 9,253 | 9,317 |
| Real estate expenses | 1,360 | 1,204 | 2,721 | 2,581 |
| Net operating income | 3,251 | 3,295 | 6,532 | 6,736 |
| **Other income (expense):** | | | | |
| Capital expenditures | 52 | 262 | 109 | 636 |
| Total assets | $ 123,121 | $ 173,552 | $ 123,121 | $ 173,552 |

## *XML 60 R46.htm IDEA: XBRL DOCUMENT*

| SHAREHOLDERS' EQUITY - Narrative (Details) - USD ($) | 3 Months Ended | | 6 Months Ended | | |
|---|---|---|---|---|---|
| | Jun. 30, 2023 | Jun. 30, 2024 | Jun. 30, 2023 | Feb. 20, 2024 | Dec. 31, 2023 |
| **Equity Distribution Agreements [Line Items]** | | | | | |
| Shares of beneficial interest, par value (in dollars per share) | | $ 0.01 | | | $ 0.01 |
| Shares issued under dividend reinvestment program (in shares) | 14,000 | 0 | 28,000 | | |
| Equity Distribution Agreement | | | | | |
| **Equity Distribution Agreements [Line Items]** | | | | | |
| Common shares of beneficial interest reserved for future issuance | | | | $ 350,000,000 | |
| Shares of beneficial interest, par value (in dollars per share) | | | | $ 0.01 | |
| At The Market Offering Program | | | | | |
| **Equity Distribution Agreements [Line Items]** | | | | | |
| Common stock, remained unsold upon termination | | $ 340,000,000 | | | |

## *XML 61 R47.htm IDEA: XBRL DOCUMENT*

| SHAREHOLDERS' EQUITY - Schedule of Dividend Reinvestment Program (Details) - USD ($) $ / shares in Units, $ in Thousands | 3 Months Ended | | 6 Months Ended |
|---|---|---|---|
| | Jun. 30, 2023 | Jun. 30, 2024 | Jun. 30, 2023 |
| **Dividend Reinvestment Program** | | | |
| Issuance of common shares (in shares) | 14,000 | 0 | 28,000 |
| Weighted average price per share (in dollars per share) | $ 17.62 | | $ 17.64 |
| Net proceeds | $ 249 | $ 0 | $ 497 |


***EXCEL 62 Financial_Report.xlsx IDEA: XBRL DOCUMENT begin 644 Financial_Report.xlsx M4$L#!!0 ( ->" ED'04UB@0 +$ 0 9&]C4')O<',O87!P+GAM M;$V./0L",1!$ \IQO;=!P4)B0-!2L+(/>QLOD&1#LD)^OCG!CVX>;QA&WPIG M*N*I#BV&5( C(I(/ !47BK9.7:=N')=HI6-Y #OGDK7A.YN]Q<&4GPZ4A!0W_J=0U[R;UEA_6\#MI7E!+ P04 M " #7@@)9=]XR:NT K @ $0 &1O8U!R;W!S+V-O&ULS9+! M2L0P$(9? 17)O)TU%)'1S43PI""XHWD(RNQMLFI",M/OVMG&WB^@#>,S,GV^^ M@>E,E"8D? $XA8B*'^6KR_9"EB1MV((H2()L#>IWK.3',S5U(7M/\3'N(VGSH M/8+@_8\DK::-"S *JY$ICIKI$FH*:03WIH5'S]37V#6 /;H<: ,3=T 4\O$ M>)SZ#BZ !4:8?/XNH%V)I?HGMG2 G9)3=FMJ',=Z;$MNW]&!MZ?'E[)NY89, M>C X_\I.TC'BAITGO[9W]]L'I@07UQ6_K;C8"BZ%D&W[OKC^\+L(^V#=SOUC MX[.@ZN#77:@O4$L#!!0 ( ->" EF97)PC$ 8 )PG 3 >&PO=&AE M;64O=&AE;64Q+GAM;.U:6W/:.!1^[Z_0>&?V;0O&-H&VM!-S:7;;M)F$[4X? MA1%8C6QY9)&$?[]'- A#+E@WMDDVZFSP$+.G[SD5'Y^@X>?/N+F+HAHB4\GA@ MV2_;UKNW+]](@5S(D$4$P&:>O\, *I4Q>M5II ,,X?+&A T%116F]?(+3E'S/X%/F7/Z3H=,H%N,!M8(' .;Z?D3E](X53"Q,![J9S]6:\?1 MTDB @LE]E 6Z2?:CTQ4(,@T[.IU8SG9\]L3MGXS*VG0T;1K@X_%X.+;+THMP M' 3@4;N>PIWT;+^D00FTHVG09-CVV]Z1I]J- 4T_3]WW?ZYMHG ]-6T_3:W?=_MTXZ)Q]W0> V^\4^'PZZ)Q]O0=.MI)B?]KFNDZ19H0D;CZWH2%;7E0-,@ %AP M=M;,T@.67BGZ=90:V1V[W4%<\%CN.8D1_L;%!-9ITAF6-$9RG9 %#@ WQ-%, M4'RO0;:*X,*2TER0UL\IM5 :")K(@? 5'@B'%W*_]]9>[R:0S>IU].LYKE']I M]P&G[;N;SY/\<^CDGZ>3UTU"SG"\+ GQ^R- ;88C'(CN]WV6'WV3T=N(]>IP+,BUY1&)$6?R"VZ MY!$XM4D-,A,_")V&F&I0' *D"3&6H8;XM,:L$> 3?;>^",C? C8CW]V^:/5>A M6$G:A/@01AKBG'/F<]%L^P>E1M'V5;SC MFED)O816:I^]AS0^]!XR"@7QN1X^Y7IX"C>6QKQ0KH)[ ?_1VC?"]_B"P#E_M+GW/I>^Y]#VATK\>WZV22$KYI9+2,6D$N!LT$DN/R+RO ]Q GH9%LE" M0AMNZ5/U2I77Y:^Y*+@\6^3IKZ%T/BS/^3Q?Y[3-"S-#MW)+ZK:4OK4F.$KT ML@'37[]EUVY".E,%.70[@:0KX#;;]=W#HXGIB1N0K3 M4I!OP_GIQ7@:XCG9!+E]F%=MY]C1T? OGP5&PH^\|EAW'B/*B(>ZAAIC/PT.' M>7M?F&>5QE T%&ULK"0L1K=@N-?Q+!3@9& MH >#KU$"\E)58#%;Q@,KD*)\ M3(Q%Z'#GEUQ?X]&2X]NF9;5NKREW&6TB4CG":9@39ZO*WF6QP54=SU5;\K"^ M:CVT%4[/_EFMR)\,$4X6"Q) (8Y07ID]B\QE3ON>;G*YZ(G;ZEW?! M8/+]<,E'#^4[YU_T74.N?O;=X_INDSM(3)QYQ1$!=$4" (Y4U#VT%SU&\Z.9X!ZSAW.;>KC"1:S_6-8>^3+?.7#;.MX#7N83 M+$.D?L%]BHJ $:MBOKJO3_DEG#NT>_&! ()O\UMND]MW@#'S4]UJE9"L1/TL' M?!^2!F.,6_0T7X\48]VFL:W&VC$,>8!8\PRA9CC?AT6:&C/5BZPYC0IO0=5 MY3_;U UH]@TT')$%7C&9MC:CY$X*/-S^[PVPPL2.X>V+OP%02P,$% @_MUX("60[$#TW;!0 HA\ !@ !X;"]W;W)K4E>;$5\ENRYER1ERB,D\O66JG-^TXG\=8\8LF9 MV/ 8OED*&3$%MW+523:2,S\+BL(.M:Q^)V)!W!I=9,_F6, (G(OP2^&I]V1]VB,^7+_W5H]A^X#N@GM;S1)AD M_\DV? [?;;1$O392(=L%0@BB(\T_VL]N(@P#']@B@NP#Z)L"N^@5G%Y#57"7'04 M:.IO.MXN_BJ/IQ7Q?7(G8K5.R#3VN?]]? ? *4A2([@MT15'!/]+XC#C6.T(M MVC649W(L/#PC]-P4_EUQG*)^G$S/0>OG[_%3HB0TN7],-90K=,T*NA^^3S;, MXYN&FTCQ<-MJ M?S0AH5$-D7H%4J\>TL>42<5E^$H>^49(9<+#I91,394R0:,:XO4+O'X]O#F7 M@?!U+R0P#AB3ARL5_:ZRXZ'Q#3D'!>>@9LN4#*:0; :HSB.NM61A8DPD&M80 M<%@ #M%"36,5J%=R$X2^"O08 M"CF\9Y&Q@1[1N;V;DLG#W=VG^]EB-G5-G*A"0T[:*J=2]P[I+/:$A*;)="M] M1UP%_9$(228BC95\A4_?B']$_> J:1(P'-44^< ]V'>0%>R$S'_IGL R\C!MI MQ$T[;HGW;MBPC+QK6O+0.[]CW03UYM[\@M_ >>8C-><4E![V>1;[, MW,G#O3N[)^//4R,W*M*4NW1!-NH[<.[%5ABY<4GWTVPQ)><5:3Z%#;)+'V3C M3N8M[D3? 01=>B&UL1,7EKJ:+#U/W>FPD/84[LDM[9..FYBUI,5K-I7@.8L_< MHG'-BI']%#[)+HV2C?N;MZ!SD2@6DK^"3?6 C"M2:V@;C1(>UY2TM$HV[F^R MQC]&-7TU&"X !M"(=0I_9)<&R<;=S:WP(%_SM8@QAW1$9##HMAU:,>:X'H- R6GIFRCN;,#3^T&\(NYK]"1"$_1 6T-C5L%IS!'M#1'%'W C)ZY8Q7D*UT-+UT-KN1Z]!H75"OB ME9#&\>>(SBV3T- ;'GL=!"&3\7-)(? KW0TOW0VNY'S=B84BNT@2^3LSM%M>I MW%+ XYKRE::'UC(]TXC+E>Z8OX."6H,OB#8L- J<6%ZP&/87GH:7GH;AEV2=R MS2&1&%[#K2$\KBE>Z7UHK=TA (M@:>TJX7T#]YY/\P^I B<;ZQG42/R#7,VN M'G*U7J:FCXB>1\.A95N] 5BJ9Q-CZ7]HK7VB"8RH,O,K/G\A?W)S&G$I"_YL M]SL\-Q\@G,+M.*7; <7"SLI\N;X)$&]]OG$ETV_:(7+MMT[9C&X\23F%_G-+^_M.+AK*?9L#TEOX*%QA#TB5K4IC8,NVWX:DI<[J-QX84'-64\ M._'#S:(0.6HBL?]7[#.P2FHGO"RP^&$>'K;-3\0+9X6!]#C M[- BU4[Z>GU[?,3U?)B3D2PBUS@8PX,G\0#B_46*3G:D^":5$E%VN.?.YU"_M]TLAU/Y&_T!Q+#_Z#U!+ P04 " #7@@)9:@;7VI0& 4&@ & 'AL M+W=OIT]YF6Z)BH++HDY23]^AW*CF5+E-(L^I+H*\ZRRFB5CXCGA:,5 M$\5@,]Z>W:K)6)8F%P6_54B7]Q533Q]X+A_.!WCP_."KN%\:^V T&:_9/9]Q M\VU]]^!NM!\E$RM>:"$+I/CB?'"!WU]28@T]Q#^"/^B#:V1=F4OYW=Y\RLX' MGF7$R_:0T/KY]'_ZMR'IR9,\TO9?***

*ZOR,SR M?! /4,87K,S-5_GPD>|<"NQX] *6E-G*U,P8&*U%L_[/'72 . M#+#?84!V!N17#>C.@%:.;IE5;DV989.QD@] (632,9B^]V%36X(TH[#3.C(*W M NS,Y/++S>S+]:?IQ=W5%'VXN+ZXN;Q"LX]75WXK'[9?(1U?^5P6IXAZ0T0\XCO,+_O-ISP%+1CO NMN7&ZL;7SW79V2[W7:Y;R\P'L&Y=I'VC3ZYAHEP.;]W"RLIN\U)^+ZE/12I7'*V5S,I4%/? V:LV5>7(QW0X5'%# 211B$C6HNG"AYQ'/S378 M]7*_PU?7D(=>9+L/4EZ/;F3AN6@R?"':P.+ MI^8NB@T\LIR'J.!.XHDKO# 1S6EPX?S(BS]F 7NU@GF]]"^97E8+/+47_$= K\;\SCS8K\I*BY8&!VX=LRY%D#! [,4=%&O=PT%O<70MV%SDPB8V)\->V7QMB?2[1COVM99+ MW*^7-]+ NEFS)[O&.S, <;BM>0$A$F\+HQE&_:]74RHC[I?$:[I%;,7]A03DT+2)Q*^4Y8"2 M59'B6OMPO_A-Q49D',CNB#LI.K0K2+S6GG3!XK!#X$@M<*1?X"ZR#2M2#NFX M0]2(0ZZ\J+D\72CB=^0+4HL:Z1>U.UXP]'@T3TLES).M.Z46'43;NA72UCYR MH0CIV$7DH.GK5[=M[GUA-9*V6$4^I;2YD9RX((RZPEFK&]&]Z7>V9(HO90X5 MI7[W)B8X.JMJ&G<-3'HE\M4-ZV\:[=CU6AQ)OSB"H"^X@AR'M V"/D-OO5,/ MP\Y4"$]ZDI\A[ TA6>W>(U::I53B)\ .4"&?GP]M2Q@#]E=9&]AGBPPZ"6?P MVAK:FN8^R+&;M<"2_LYRMJ4)^7S."[X0T*/E4&@;#D^AS&[["0Z'<=##^/M M%-B$&T?#.(P:@:@R<1V)X0Y>,? A<@K(\'\Q4R"G4?*LYI.WG\Y8AY!V]YM5Q M6^Y>A.UN-FYU+BY0E'3$LA9P\D+#FX$@0C\+$:QJ05% 9;T6L-&=1-L"C2,: M)7ZS5W$#@X!V37XMY:1?RJ?"M@#STI+6EBY_3+FNY]+8-\!.[FWE/@F]F.)6 MH!W ($QH@CNXUQI/7M3X_>G"5MJ!+&2"I3W5W7"42^W.J6WI/L$D#%I1=^*2 MH"NGUAI/?J7!U:_+K XQQ[:O; <7;!0Q\+^Q8*[36?=JO^S<25D-AE,QS>Q;R MG"*J9:/+N1:98*I#QVA;[$G<+%A+R3T,KL;^\/_H>@R7]02P,$ M% @ UX("66OOA$8" P <0H !@ !X;"]W;W)KVFA?Q42!;G M8*4@)C2[X]=\(]8 [C9 /0?4#P4T9 90B2 M^#AZCSZ@M\A& (E2KHF=+E5USV'Z>Z2++5-^2Z5-*:ZCAG**Z4V]6P(>[X2/P M%=PU\$89;BO/A?%Z8;QN^!I;^*822U#U*!&;HTM",? 4)CM"$"6+]Z_M@)B17 M5?:CRFK&W:SFUD?O7"38A[ZESI8 O@3+>_?&;3L?]XS_)[+2-C2*;6CL8O$HH!%$>8") <"SB/=5VY'EZ)@<^L6Q])R:X ;L MY;K-/4$E^/DMUK2^K/E2M$9\)*GGI%EZZK_%R>,%W-^NX55WQAT26 MO)P57LY>X^6P^C_;4-?M.JZ[::,BL--M=[:Z<)V_7TWG-3Z..!QYH@/<5$56 MV['7^@'=C'W&? $&H0!',%=2I=10'S_J;;")98EJ$&9.JX3##4/6$P'6 NC]G M3#Y/=-=1=)G>'U!+ P04 " #7@@)9U07L>D4& !+'0 & 'AL+W=O M*MSH?8CW.O>(YO"2/Q--G5GWC2TH% M>BGRDI^-ED*L3L9COEC2(N";$5+>>>!544BY&GU..:KBB9I'53D8V)9WKA( MLG(T.:VOW5:34[86>5;2VPKQ=5$DU? <+FK/GLQ$>O5ZXRQZ70ET83TY7R2.= M4?%Y=5O)L_$F2YH5M.09*U%%'\Y&Y_@D)HX*J!%_9O29;QTC1>6>L6_JY#(] M&UF]132G"Z%2)/+GB4YIG]M,LAU_MTE'FV>]P.WCU^P?:_*2S'W"Z93E7[)4 M+,]&P0BE]"%9Y^*./?].6T*NRK=@.:__H^<6:XW08LT%*]I@V8(B*YO?Y*45 M8BN X)X T@:0?0/L-L#>-\!I YQ] ]PVH*8^;KC7PD6)2":G%7M&E4++;.]@ M5K^.EGIEI2]4F:CDW4S&BSN?RYB]_G,W3S M$=W- M%VUS+IKFD) [FV.B*E6+)45RF- 7BH^%X;R!^+*79Z$->];D@@PG_6)?'R+8^ M(&(1!VC/=/]P&Z+S8T^/__?3=\2P-\5BU_GLGGQW] (F6:PIU:Q/HP(%]MCOA M]V1!ST9R.N.T>]*CR<_8<_Z%=+TD,FB0R:+#Y1L1WUGH[XSE%V]G^2(G4NM%D\3S*6K(*G;:5-E.NY8;B+BDP4Q]&'O5U8#,&(_M8P4;V YM=T/;?8-VS?$#$M]7%'V-7X1:INYS*L?XN]!5HA:T>*>5E"6Z4&R1 ?)$O]HEIT.\#8=X V.^OA%NA).P=G<.^2P/V2RZ)#) MX@,EVY'? W\CO#_;J;25=826^(_4CB[U\1')M1Y\"#/]B0#_:>\T3R(OV&XIZ5?%WU,6\2NEOM M\,-)VZ"O-#6)L?(!&&/.%CC#:[7Z4522K\NG;F N(;&LPGV MM>Z;@]! XV]"'#O4!(E-D!TZ/LP46YT#M0:Y_D9+6=AYW;-)*CUNQH4J]">P M>]MD.UV';8W.%$)Y@5:R$8#"Q+8=C38$LUV">XAO66\\2'PN:Y@W[WKJG6G! MN(_M,S:>;^E\30AQ7$?G^V:B& ("XMMLSBC'I])!]A&5,^,B:XC6'5VP2F3_MU!=_SL0D9 >A7ML03 X_?08#8$X0Z%430S 2NGT=W=EF/.@+)W.FS!H=6$?;_M!#NR.S@TNAF D3 PZ)HP;(7$TPT;B'-=E_00[IPJWM^]=LM65BY8 0]JQ^05 M8MVL BC;PT:1FRCI>UVCT$V8%[A>#_/.K&)WT"S=B"6M6J;H?=OEOX"$9U7 4VH&C5R_S0 M*$$ AH- 7W1C$&=[I, <\X,XRXF'/^(EQCN1,2U_4P%MG?*D(U M%2B7=0U1;4.W7SZ.;,?7K/H4@A$/:[ (@OD8ZTPAF!R[/:5,.EM(AFWA1<*S M!2I;ND@NG](:%H4_M7^]M$BE4\B1]V"-]_6[/UD+ZLS)5QNQ([;7(FE.*-;=AF4R[&/BA/OM-09BO MOS='("P(#9D@F!?V+)&DLZADV*+NITO:5ME;RIAF$E0&@@'*0#! &0AF*C/> MVAPJ:/58[\IQ.536I6@^_6^N;G;^SNO]+NWZ!3Z98N!ZA$_B9E^O2]]L,UXE MU6-6*#Q%> +)3NY=X]T),^<_]"#63:V'+TA4I!4:04,ERV9D[+0 M0K"-OQI-]UU2$_?O7]0_5K%#+,]8DBDOOM),Y6-K8*&,+/&F4 ]\]XDT\?2T M7LH+6?VB78-U+)1NI.)E0X8=E)355_RS\6&/ #IF@M<0O"XA>(7@-P3_K2L$ M#2%XZPJ]AE"%;M>Q5\9%6.')2/ =$AH-:O]FQ!&"NV3Q>1;=/,(@>83+73Q_3-#B(SRZNW^(/P%N]B5&LSF,8W3Q>9$D ME^@#>DHB=/'^$KU'E*"'G&\D9IDQTV8KM_56O%>VXJ,[SE0N4()O@RVM-]Z+-[?>2<$_-^P*^<[OR',\P+"? Z=OIOBF<_[=Z_)]7_M/S##;Q/%K_3\5_02A16!_J$07Z(I+Z$]Y;I<;_F:L927!'V[>99*P)O_W73V MM7I@5M? 5<"C7."5C"X0E$5MB37Y[YX;.'R;CSRD6G5,L/I/8P1$%[1$%I]0G M<_BL%%P:7[V:&59,_>W83C[X0=|=V=M]7PTH+W0[J,B ZKONX! 5&U"AUPM: MU$& (O3;$WLDL7*B<")0>I!^MTF]HBKIWSJ0[IUAT3K'X3&(')Q*V)Q*>3+HG M!NU)0?\A&;K0R7>)5M"=(.@!*%,$UE-(0.5 .[E4>VH2IYK3LI^:T'_I 4/)"VPE'1)4UQU/U A-[]LT:X<^Y$1 M0:=8=TD2*8X(%HRRE=&@_O&67:?CCP'C7'?\. <:XCM<1BDT@]]ILT* U:'#2 MH,//Q6LE:F H4?U>OQ.H >5Z0:?X1 94..@6LMB @IK8+5'V7G=5$K&]VEH) M16C#5/W];&?;SOFF:A@[\[?N<.H:YB/HM.O&^)=|W:;?8;&B3**"+&$IYZH/ MYR+]UK<>*+ZN>KMGK]!3K&YS^+= A ;\R7GZF6@%VC_?TS^!5!+_P04 M" #7@@)916)_&&0,_!.=@ & 'AL+W=OX^:H-]DB^);9U^3D,_-/">!IW>E]67>IEEC?-UO2K]L]&R:6Y? MC9L5\I/KLE]GC?RUNAG7MU66+K:-U]LQ=5U_O$[S8G1^NOW; M175^6FZ:55YD%Y53;];KM/KS3;8[I\]&9/3M#Q_SFV73_F%\?GI;WF276?/I M]]*2OXT/E$6^SHHZ+PNGR[/1]_)*^'QML$VXQ<|NZ\?_.RTF_*Y++^TO[Q=_MG(W/MQLN-^9S6V;1<_M_3M?-,NS43AR%MEUNEDU'\M[D>TWR&MY\W)5;_]U[G>QOC]RYINZ*=?[QK(' MZ[S8_9]^W>^(!PT(.]* [AM0K0$-CC1@^P9,:\"/9>#[!KQO!F_?P-,:L/!(_M_W_?P-<;',L0[!L$^C:0(PW"?8-P.[][X=B.990VZ?EI5=X[51LM:>T/6T%L M6\LAS(M6NY=-)3_-9;OF?/KA_>6'W]Y&KZ]FD7-Y)?][-WM_=>E\B)W9OSZ] MO?J/<^)\NHR_ D0(SMQRY(4XKN_EM?.FZS(_MKO-Y+K.\+9I,?M3L/DL;YR*M=C__G[XV&9!]9D_U>K'(VX-4LB_2?+%CR=TX M36]S>&_$=F"4UTV5?]ZTT/]_FWV=9W6W1>^S_1:\+>;E&NIV\DBWY_/->K-* MFVSA?&B66>5,R[6<')?MK'67.;^5-208:>^+V5WB]8]5_*3F\/.[C;C!A[CKNN>CN\>ZA,S:XP)2S!A_@FFZ(P==,8&Z]R/MG9,_\$($N]S(/35_M_9S"<3P,U;C(C).*T,0 L_(Z"3VNQL5FW GWF.MJ.1,@CG#*F!HFS#"9]!"C_M['-^V.=\VX@=V>=R9I/7:K4\I.6.WO[THCT]73;E_,O^-/&/_0G"^>]'.>,X_M\EKG/]T6_X/&@F,>YYBP"!,VPX3%F+_$$R:08(HNO8,N/>M<($^]S@H^.[[Q_MC#G[Q*?ZL3? M%159>S%4%YBPN%?_$\R4_@FF#+A_&'#?.N"?"CG[K/*_Y)72_MS^W OW!NY"VC(^_+\OWUC5/)ZRAGF2UN]*N:G2Q\8X=YE&BBZ!$36?LY5!*8_ML!@3EO38%0(IH2*(X"" (P"](U^NR:O*_TNV]N;P8K^_36Z?.FF:5R9O^!I1_M8&P3<I&!"9MAPF),6(()$]8Q4B0S.4AF\HAD[O)%=L1:F9A7 MVHSX0:#)8F+V"@B+K!T9.N"8L+C?!B28.0423!ETXG8.G&L=]IT;Y>1UO9'7 M$)M"WKHXWZ3@?,SRXDY.$^V9P[FHRIL]73]T,4_7SC7V(0T-8V!J[];0*:1? MTAE]TAB5E]#2!!9-5=4#7Y? @]@I4$C%F'3[1IYQ]D&<+BNR]'3KC]$D9HZ9,_M4&D"BZ:*H_-%B=T8W8K#D:,N+T=_<0IYRRJO4Z_+ZCK+FTTKFU2*I$F_.O=Y MLVS=%'G%4C\Z[:":I:BTB)AV*>4!,#VANJ6HM 25)K!HJ@([QY38+=,G*1!4_M'3-&EKG<.-?UB8J(Z5,R72_0B!E3CW7C!P\|)DU@T=2![VQ;8G7?SF?%PE*0 M^>>F>.DP=VN:,W"X49U:5%]TIZDUF="=-,,]A&+2DM0:0*+IJJM,V.)W8W5_MU-9+8:9_22AS)S34YQ0XT&>Z5;L/5"LSH2X)@!8PQO0R3PP$GO").V&:^Y%_M@83Z$[TX \31R9%;6=*YHL1NBSY:>WV75H?Z&#P0F*[A%)46$=.$#(,_/-11_MC5146H)*$U@T57"=ZTKLMBM8A'U<9("12+G/B* [&7C"_^]Y3#_:@4#"7<_7CW8SCD[\(T=[9W:2_=68PFF43=%I46H*

MM!D[+4;E):@T@453!=I9[\3NK=K*L@3P'*E/]!)YG6NBV%EDAZ(=7O+ZAI+$)Q MD;TO@T<>DQ;WW(8$-:O H]FCWQF:U&YHHI=O]6DC$G-=]]3>K<$32]^D,]2D M,2HM0:4)+)]]]LZXI';C$]5\2TWCD7+C8@6P__2@R-[;P;-.CY0Q:LH$E2:P M:*HX.F^5VKW5[U*^M><<_*P+]MU* ;O5!V8G5*\5E9:@T@06315@Y[52N]>* M5KVE@_*]4K&M%=41$WCE>@" 4%ZA<6^\8,"I,FL&C]P'<^+[6O:GUF]=9. M'SS'H!J[U%S0>:1ZBYHW1]4E]#2!15/5UIFVU&[:/]%Z2\UULG#UEII6*%R] M!8AF]1:B@=5;(!"NWD*!4/46B#M:O66=:&6K>&)66H-($%DT54^>S,KO/^NCCL;"S+6GA'B<>89^3'NQ#71] M?7D70 R#B:X*@!8PSV,:+08"3SQY?$[T:@H42.C$TZ8& <31B7OD2.Z,349_M8&66H:[Q1*5%]+09*BU&I26H-(%%4P7ZX-EYNWMJJ\PRP% ,"-'/Y?W"(GM' M!@L$U3KMMPD):E*!15-'OG-.F=TY?7YEEIFNI=QK3)='GZC(WMG!ZD_U2E%I M2:_](;!RJN+H#%!F-T"?4IQEP!I*EQK7"WVB(GOW!LL!]0E[5%K2:W\(K)R]M'#K+D]DMSV?59YEI'Y[H]3=[_L'7(JC/X]/28E1:@DH3]I%2M=.YEPY!]^ 8](B!IB@'%A$ M@)HU1J4E]#2!15/?D-:YN+S'FP4PRG3[/.I" J(O<>/ *P",J A@Z64Z&*0_M&F'?^*$#CTH36#1UX#O'E=L=U_YE.@X.M^E$AO(J@9C>O;T?0R>0WGEG]'EC M5%]"2A-8-%5)G7W,[>MB[24X6#T4,.Y)2+A^R\7-Q9@R, @-XQX@2EWHD@!H_M0LFW)@W@#6@OALRHA$3*)!0W]-?-@;$T?#(70OO?%$^]*6BE@5V]W5IY3IN&F@>OK%][1/4&3OW&QH#]CJ+2DS^X06"E5 M+72&)W_L_:7/J-%QZ,6?NB90[4I4V@R5%J/2$E2:L(^4^M+\SJKT[%:EM4;G MF7[@"?$F^IW#M&=<9._+T)%'I<4]MR%!S2]P:.KH=WZEU^-EI=BE$GO.H3=! MJ+3( YQ.T_I S1FCTA)4FL"BJ?KK7$[O.[P/%=0,FC-!I0DLFJJ1SH_U['[L,VL]'FAX0C45>S\&SS1]\\Y0\|:HM 25 M)K!HJI(ZH]6S&ZU/J*EXIB<*UU3@0*"F@2:+BM$ VLJ0"!<4X$"H9H*$&?6 M5,8/OO>R_:;5=VEUD\M;CU5V+5NY+P.I^FKWY:6[7YKR=OM5F)_+IBG7VQ^7M6;K(JC9 ?GY=ELVW7]IOUSQ\A>SY_P%02P,$% @_UX("62KUH=&V @ M] < !@ !X;"]W;W)KBF6MLP%X*0 9=1VM':=C9Y@P*^@5MHD(>GRE*&$P$4BNL@R+AR%0ONE;;6MKN";+5!F#'?1RO(0I MJ)M\(O3*KED2D@&3A#,D8-&W!NUNY!O_PN$[@8W M477--Y^ABN?$\,65LB][.4?3M9CS[B8XF6 !3*2@2M8WJ,/[*WR$8RU5;9LY4^@V&RXTIO6,JY+^AYZ()K,HDBED#2@__WXSM[\+:. MO4Z NTW T-U+^&7%6LAS/B#7O3/ZD^2X=5_@U?P>2_P M3156H*N 0GR!IHK'MRFG"0CY'D5W*Z(>T*_!7"]AG_?OIKLOV?UF=E/RNC+' M,?0M7=,DB#58P;LW[8[S]2GQKTD6OB99]$ID3Z[(KZ_(W\<>A&1-$F")U.4PMIOH1)B@'4;Y'=$082CC59OEH/6ZZ]5+DM! QO60=.*WV6<]>[][ (4YADY/7_M>>H4_<6IS(2]4\8R$,NB?T@4\Q53Y3]<6^L6-2@J\S/[L-T=M1OLH6YI90=Z MI"_[X0462\(DHK#04D[K5%=94?:8Z)!?35+=E$,9![R\X5]N% M$:@;?? '4$L#!!0 (->" EDX97"00_@ #&PO=V]R:W-H M965T&ULM9IKDZ.X%8;_BLK92B55XS&2 .-.MZNZ[9GLIN;2 MU9[-?I9!;BL+R"MD]\S^^DA@@XV$;"KD2S?@HP/GE73TZ'+_QL7OQ992";YGM:5X\C+92[NXFDR+>THP4[_F.YNJ7#1<9D>I6O$Z*G: D*0MEZ01Y7CC)",M'M_ORV;.8W_.]3%E.GP4H]EE&Q(\GFO*WAQ$MU_\F_L=>:4K*G_= M/0MU-ZF])"RC><%X#@3=/(P>X=W2]W2!TN+?C+X59]= A[+F_'=]\TOR,/+T M%]&4QE*[(.K?@2YHFFI/ZCO^.#H=U>_4!<^O3]X_EL&K8-:DH N>_L82N7T8 M12.0TW9I_*%O_U,CP$%VE_,TZ+\"]Z.MMX(Q/M"\NQ86'U!QO+J/_E^%.*L M $(=!="Q +]U #X6P+<6\(\%_%*9*I12AR619'XO^!L0VEIYTQ>EF&5I%3[+ M=;VOI%"_,E5.SA=?OZR^?OIE^?CMPQ*LQ]E_GS]\^;8"7S^"Q>/]9_#QT]?? M5N GP'+P;4G*N(Z;'0*^PDY'?YKG]\'V'L'D(^V[[K=C>]PL_R?O^8BM2EQ7+B[]X][*)<46;%37+L!&_RH;"&(9/EKU=V89-1:F957W^Y59Z*[8D=B M^C!2]::@XD!'\[_^!8;>/VP*#NEL.9"S"S7]6DW?Y7W^167AE!=6Q:]285E2_M]]K#?(Q"".\GAW,I+%93"*-+JZ7%*D2!7UM=?'Q0?WS@;J/R7]4,E$)6Q9 M9G>_'IGH:6/^P-IH[FP;!D*UF2&?+@9Q="!_6_MPH?.5K.DRFG,2#7*Y0D@&1>2_5D^L,GH=-=7QLI9<-:6_"C"[19GL4*S -I; MW+0.?.H,?"%HP[]V10N@@D^I&I]5RTN)5"U+B4+9@:Q3>PIR^NZKPM2(3_6GMM@BF$0P@LFL0U1I$3@U66R+H6'-) F*>*5@K]H9 O^MK:HO2&M;@E^?4Z)-.NV5CT.EUSXJM MSL\GI:R4Y1D?XK7&F.LF2XM)U_"SS@2.H/YIYICE+U<5Z;NZ>588PW"Z:AO M_1V]G0X+#))=;*@!12:\C>J?/WM$C M,_HP#-O!FU80=G1PV,_E=-*6*_R4D35+,_G2[;BW!MB(#H=HUM; 8@7#]$.$ MA@GA=2B\"9FL.CA]]];!-[NUYTUQ6PC3S%=|V=4;&L"$;L)L3S98?]#%+2(,MRHV#>EL,Y>U2T@8=H9L=%V3')$D!RW3KHF?TKAX]<=6:55T4(2$)AV.$?2C M]AAILYM%LZYVU6 D='/D%YZ/SP)6OY0H(%(_MZ*;(9_*C]OJ*F34D<7'+0#LH2D(3$W$4HK8$IE57"VA0$EYGR3+'[C5']^'F MYM0R*"E"DP+'1%ZO#-N@LEL&Y,30OC(,ZFTYE+=+_M21MJ16Y]_:3N-7#'U615T-VQK]W3BR%6,0>E5V2C5\]KTZO-#%_87<;?("QR M(^R2:6C)DP+L"+,MS#ZY'?2.U*K&$9^&U*L=MYT.NT(N(%6Y(;6E[J&=;7O MU1P\W]NZ!Y**#*2SWG$'U^,V3<:1WS$M M1PU"HBO+CZR0@]WW>@VF6N/E>P&!DU;)KXLZZ$UL A MN@D.=;.6Y#MX8W*[Y6FBZK8H,5%7KF"Q7EHK]&HD(&]$V/?PW&_J7=TF"8ZA M,6NP6N&NV2AJF!'U9,:;86E09D06%L38,Y9@K7:1/^U8G\ -,V+W&J/6(:$* M;_3:NY)!;_*N4H;^L6<'DM)F!;9N*?IWZ\;@H"2)S77(<>BW%Z]L5LB'':NO MN$$_[$:_QV.QFD5!Q\X% M;M 07UG=[*6/3]AN94RBF_I^>X?49A7-VI/,:[XN(S[:+7=OEZ_VNUU:3[=) M6NY.I+Q0<%C.#TY3+]6'JL,V:CRU[H+B83?/A]T]_W]LG^,&.[$;.\OY]YYG ME/3B3S*F9;6F&35;M!Q@8?]:3TI\N1^26^!+;@90K]=MO,/'\6=#2Y!D]Q M&TJK-72=F$DUG,E%&7_M-@VZXFOH>@0U-6/3^\36>$U>A$&$_79:L9G-O/8H?-7;920-@.*I,[&\'$]; ML'HK]/9AV)YD!EW;'-3;3%5#DQZAJE.&]=/Z].MC>>:S]7P![Y;5M&=;&376D]C,1"BD+D-*->VUQS*7E67FXI2:C0!NKW M#>?R=*-?4)\5GO\74$L#!!0 ( ->" EGL?9"NY 0 .@* 8 >&POM=V]R:W-H965T&ULI59M3QLY$/XKHZVN BE-0[ YVD(DH*!R M4EN.T./#Z3XXNY.L5:^]V%Y"[M??,]YD"2>*>CJ)EUWOS.-GGGFQCY;.?P\E M0HK5WYR9%KHM&6KSR%I][47YVR< M;X,.I= 5VZ"=)<_SX^QD[_WI@=@G@S\T+\/6,TDD,^>^R\ME<9P-A1 ;SJ,@ M*/R[YS,V1H! XVZ-F75;BN/V\P;](L6.6&8]\)DSM[J(Y7%VF%'!<]68>.V6 MGW@=SUO!RYT)Z2\MU[;#C/(F1%>MG<&@TK;]KQ[6.OR,PVCM,$[\VXT2RX\JMJLF1=TOR8@TT>4BA)F^0TU:2,HT>7S7\XN3+RD&GWZ:77\ZGTZ-! M!*Y\'>1KC-,68_0#C#%]=C:6@XGO/T?X'WU"V7UWTK]H$=GS@9G=*':LK %77D.;&.[X.9TH:VR MN5:&IEADU& ,].?)+$2/*OKK.85: @?/$Y#.>A][E?-Q5LM>_IZSR>M7>^/A MAQ?". ^C".W@)_2=S^%\QZ-Q4#+&]JK$Z:@X]4O09C6M$,@P 0QQ$'M+V'D^BM$D6/DNV1#K!%Z\W?[ )%]T-DSP7Q7:/CZD5?VGG]ZG T&GZX/K^\28]['W9[ M*4NAR7,.P7F*#O"MN6M3"W!M:>_=>-BGKPT:M0D(,_2]O<:PT69%.=(.(D$2 M'$LFM[3L0ZEK65"U\BV+_#%@@13+!0@C +I5,+>+*$7T\8P[CMXE9M/&SMA$M!+9 !84^W>I8MLZ!R;H(+' 6K'E76[$KK1XM608<^XU5+#TS56U7L705H2>X MZXFTZ_:*/[F0/-?]):/?&P3%?JUB\GE]LK\QZ6UL4)PUIT%I5KW.(^B'_TWF MBKUVQ4M<6HMG]?3I@@OV4.W2(D%,-^H!FMXR07?-]Z*8BB+C7:.,G]^$@2*I M(6K V-.T/04"';X=OSD<#S=5<&D1O@7P-5!L(P5?L'S<>W8H/]+?MTXTA.RHA?SUKT$/OAK\(8\%+$4?UH&9&>BMIM5,P8D0;PG'& M.,<[>0 MYF[W""(/@H=E)YK$ER94&BK.=AOW:&>V^RB[<.]T2#9;6N0CR4:7U#E.SA@ MFYU\%U,+LV2C]4&*WTAN_]4NR@&*B-6,(=]C]HOGA.\A9:N-1++AFG2*I&#,_MF.()A.16M,E5W/9]\RZ%F*/$='QN[_YSI]5@Z_91L5^D.U9_'S0VMA>1;K6[_MQIVTMY='_8.B.-E(0(8GL-UV/_U;4:^O5>U+]'5Z2XSXP;-_MWEKWQ5=*!?&M]8U_-ZI":%_O[?FB4HWT$]LJ@R[YU2I:\]:GW M#]J;3%WN-U&9T_);O7;GCM[8+M3;]R@G?-8UTVQ-5V]MWH_U1?^-:KZM-_:._MW[9RK18]?&]O'*[VLI12-\IX;8UP:O5N--M_?7)$ZWG!W[2Z]8/?@CQ96ON% M+L[+=Z,I&:1]5022(/%OH^:]KDD0S/B:9(ZR2MHX_-U+/V/?XC6W]6== MANK=Z-5(E&HENSI6GBYOSBP_BZO*W_GYZ4+,+MZ+_MD]GB?$&+KZY/%Z<7-[.;\\N+Q=N]_%-(X%Z1U)Y$M0>/['TA/EH3*B].3:G*_MN_OWX$+VXZ#WX^3@AP)_[8;.BL)T)V]S%_ME:UUH947_Y@M?7#_T3\?_M=[#CP6V?6@I+WC=;?,K;2/6SZ=$8U]Z44[!-7--:7)*[_98;V^I"O#IZU6\<_MB]M*P_1;Z85L8@P0N!P&R#T0RZV+O[];/KB41U9^-.)R+\IH0$]Q"/-Q-0%_M8]*^M:K4'#M*@,(X&(/6SYP&);%)V;B/>=ZS&[TLX'\;63+D"873'(D_5H_*:*CCTVM,16$+A$L;_O+R^ET,D6C]&O]>9WQ6$PUX]3&UAN27N!2![&2A:YUV.:<7^<5_M\[CB+*W(X($.A&]C4!^D:PF/*G3R+P@4C%2PE]U;.=N(W\Y/+]JI!UE9_HY&_M!B,6EV?7XLEHD6RZA"A#7;.O_^@FI(PC,^#T$)(V]9;5IIS,_#'G3QA]1/]_M%%'WT4X9C:U4N6;,)DM;N8U5Z12-+D"=7V4]N5XC'%D'X@MI[1%1W;&,39NK[8M@3X6V*X<_.>_><_:"?T_MD8VHT>!8YT3,D)<^(' $R[P:9]9O=5$N7_6F8OFP&HG/-4_"*-

*_]4"$_E*3! MAEB;J:I9%RHREV]I2V%LB(U"DC>0#0_[]>;/-8T)D?2%W612.TP\#>KM*?>A_MLO-]S9>.NP=%R6U]2@ )C4E^2%M8_@E26,R69]{5]TP MA&3L4)A!-:@LAEOX0?.DP*/@!1*BUL!)(CG94(M(M(@&2A#O:NE044#]1I<1 MO"2M]+1:H<84$D]>E*K0/'XW\@L"0M*T*>HNT?_>"H/D"RY18CN_2#NV'_Y MAI!@5^ 4> SG$>=9"8KA2]ZW8Z'#+D!R&*+D9= !L2'UK?5Z #=848)$2PI, MZM(&V>F?KD'*+3TH;-/H$!0VE# +$:-,^C_A=,2=P? &B3RD 6M?,_7VUB!&6Z1]]5 MAN1!T]\2S]Q6Y)Y@RIS:/['A.:,!(0K.^C;I9!PP45).P:@H MV8"S,_]1:>3YY2C6!3- Y;&'DTNFWHI(&K#2G<'L. M8M]>%]?S^|.+IL;.7.:Z6D5\9A@ I)JF;4:N[9$]BEI3<0\PXA,SZIR"B,AH M4B\FTF/V9CP(-_/- O:WW1SY:=[^U/Y^(2P,*=+H61^-A5$[G KT412?Q;$MJ MMSPBJ*&[;1++$+1-6ZL>U[]WI>;HHVG3N1:W"II? \I;4"DZI=U9BKEW1Z;"# M0NPR+-OV<(@]9U!90R8=VC7!V(H:U["'.^ | X,/T0CI"0&/'ET-^?PF#=H0 M:[:DNS,2?A" <_GA63Z228C%8G49W5G=;-Q%9G=E!CK#KNZ77I9:9|:C">04" M%>GWN[T5#;)Q\K.8E6#OSK!^2 !+U>DJ^86B]ZG? 1#6$3B_Y[8*/G6>I%%@1 M$(6LU+.+8?PFWQ]FPN-Q>S!4;>=\)W>MAW*6H0Y:C];DM *)$S"($0CCC;Q M'4Z? 1_3+NW5DZ#'X^ ['I\)XV);>"5H"UQLQEQ0'S##.):&,XI]P]W#R@!C M/4%\F,VN,D/LHHGXE=352])QRR1>W@N"]8^$ :-7C<+#> U&5VH4M#B8H#!V@.APNJ2B9(F=K:.(]KK3:IK!MIY%K% M[H[ I+$X1O))FG^8_E>7 M[_;V(/1W /=?.8S_AL"@V0\0=T:C!Q\#00D('R&"\DVR:EX]1CS07)BR8TMT M4,\3\ H3EAJ,""R(3V-(D<4$]B^:.AWQ\3. [>M8A;C34ASA_Q>6BUG(9CUP/ ME,N#!_GY\,"Q.\[O&FE_[#F(4\IC!GAO$7O*X< &+PCH=<\C"0N"VD6>G\!C MNNF:Y$!_9AK'\QAC%7%"\AQGE(93ZYR]I2<4.#1(/+][CQ03V_$1EMZGQA%D M2><$GH#O+D?SEU]BSXO'3P9_0C- J\9P;AR(.H M,0C'4"5.QYF.X"/308;FZ1YR]_)/GN3TEW%$HU&#DT"ORN*()G"2U\-KPNZ3N+! )T!KBI5 MQ_G=%_2BD? U3AOC4QX%NBR&8)VUZ)4)=;D=_<^L1JGLW"[[9=_%X-3@7QX&3 MPKX&7'VE5P#FK=S&5P5I &K099D@$",RR/;4%2?V_&2<].2W>W5M=T=0[M8T MR[_18T8,N_^+@=IRH[UUVYQHZM*T;XE0K]C93YZQ?PK\- #+DV7+PHFZQXZ^; MJN_C6?TCTPV90=&BR,;NB&:WFW5WG2%WG2(U;94M297<-6UL\?$XQT>0%*ET M#NO/>^G- 0@)V7_G]C'3WD!5GQC59\-B>U#,C'_Z8U!\S!_.L,ET_I"40BW+W MUFMW?HXM"A-8$>) <'CM8P=T&K+A"327T4/O/89H\]#9];_!]!#!;\U<@%F9" M_%22[^8/3;/X?66W/'ZEP@EH36\I:[7"UNGDY?-1I- W^(MB6O[8L;0BVX9\5 M.J-RM_#/5Q8=+UV0@OSY[?C?4$L#!!0_( ->" EG!/X5_"@4_(@+_9_M_>&PO=V]R:W- H965TW;KYA:V#5H9NG?!U64KW+D_.J4Y:/_7XIV?K_6S&1E[2-O?LTODPD#(DU9_M8_L2?UOZ1%JS(UK'6X ML[O/U/+YP/8R]WW\%;M&=CI+1%;[8,M6&0A*99I_^=S&8:#P MW):2^0_?G9Q-? GX'Y6F/\O0]Z_^5@_^M+*YIBRZKT#,AO:-\OQ-?211R2Z)R M:&<7%'E1(V=.#(12=Z_B32X*TKE YZ,2G>-#+-=UJ!T-% <=BX85="V2/^NR-_MQ*[U]:@4D0@,_"PF)_MYOC\5U[3H'GC(+2D\U;D$&":IX6*@9(AZDO$@? @.X"'<1O(EQBDCR0:D]S93DKEFLE)!:O5-_MQN$#;\K_+3%)(SQF:F3.RHZ+E)HB#?*9_/MVGZ:E10I8['.7BZ74Q_EE@S@' M]X)E;.V&Z67))O*1STZ%_I'<\IR$AK9F\R/PE$)6]J&@&'7.'*S(;3&,./+-> MU1X%Y_T^-8_]ZD+54;_[P\LC"+)!5\I'$C;+) ]R4/7_'^T-1$.!*)L&%Y)3_M\N>(K>UQ*0[UQM2L07WASCU#F7"OFU$2"?0J)Z[7< M6B=7FL;BOHC]D!'E$'*V;,HDHBOEBU@1'/7%BVA;82$QI#@2L7!PLT8['100_MB\@& /Q#PM=595UH;6368<8^0[AXY\NG_!X9_MCFHIR.X(M]W-X\<<4M.V5S$RN>3V=N3"1Y0U73<-L.IQ")AX'*0 MW5'37F4EE>N'94>C)QWQ#X0R9',#'L>P_VA&4HP%VE%S:C_4/+H%A'Y_MT8;\H='\URQL: (+U#.9.'[XKHKAC[6,R8RW2_>MZ!CP6/2%6.,E_MV';<2OUI_M_\Q<-*^KO7CS1OT"GPH=K6D-U@V[*!_?,__!5!+_P04_" #7@@)9U@+' "<' "K%0_&0_'AL_M+W=OO!P(2Q2+G[JUQD>+-0.N46MWHY,+D6/')*:3(8!<&K_M07,ME;.G!X.0HYTMQ M(^SG_$KC;E!;B60[,B-5QK18"=FP]>G$Y)W_K]+L3*-;T:1S)7Z1C>7T7$G_M($_B$:$E"QQ_;L692!(R!!C?2YN=VB4I- J\KZV]=[(AESHTX4\D7&=GXN'/8_M89%8\"*QUVKUBRCCF9*]4"7&_68K+SL>=UA8&*O24AD(4IGYO_RNS$-#X3#8 MH3_J%48.MW?D4)YSRT^.M%HQ3=*P1AO;D\Z\W%V>?_MKR_.V?O+7R_8Q[?L##>7G]C5[(_9Z? N+HX&%%Y(=A*7%4V]QM,/B*_9!938V_M["*+1+2I/P"Z&N*H@G@Z:C7XKLCZ;!STV"@835KLC>N0Q\[>>(>]? VT+UMN:;+=%1^:UR7DHCCLX$T;H6]$Y>?G3\%7PI@7I MI$8Z:;/^0\7Y=Q;9>:%EMF0V%OB1.F+?"ZZMT$PM*/_#'EL))C(\$1&3F56,_M,R-"E46,XZRBXHSC&KFPW. (FA)RTC"^U$'AO69=,O_SI<#0*WI!!=N8E9I6$_M>S=\L\]6L0QCEFMU*\DL!I"#=2UN57)+($O- MSR4B;3W.#DVAB<86L(W,%2"_MB>(9"U6:2DL>#_6S=Q_$.%!)XF8#()-MQ&%E5G_W," $-7$GC24C>Z-IT%^K M%!G"+B@+R$7]773KN(:'[!,]?H_'54!]]AGY\4%LC;SW2'PQ1W*1AT+_?"^X_M]HZ1HEVN17:.J&YR, (8>^T;G0I!_<^T2X!6:(/+TX_7_MI$'FHZ\H$US=?'Q[718]@ZV89TM!=70)S/-$AGR>B_?FX&$I*:RK0IN"5R"E_M6<- ^K(U03EWXT^L-4RV]=6KY)CR6)ZANT!\&+_PE+P%_/%N2<1=>T#^_(,_M^Y/@19]=9G6I'@.CQ?=" H43R_F]2RW!6'?.0HB'[H;>7=_?XZ(+.)OC5(1H_MOQY6"33L19(*=H;F*#+_$75[E6,)04-PGR3)/\V$QA'W346Y>-AM'",? MT'SU0'48=3N&)3_5!ERFSV9NR&!UB7IU^51LEK-TW#+3N'&L(V)N3*W+$W&9_MW/LB==UA-6 WY)/L^0R507]V5FI2?O>KLAY.7S0[S9?6PVR81V]-^^/QBWI*_M;E2&_;]$95]:\R8$@P9PCKP1>'1+ <]"%/P)\QR)8E$AG&/TA@-9Y$A$2F.(_M1!Z.O2)+A#%^U-'TRANG1_$7?,X5#ER9IT<'Y&55+94A'65_FNW(EB(3&N'> MNU(Q9Q,W]XL1RU/5>';NS7PLDE-8\?0'B>]LJ1%5IART_);5,KYQS'>R+TK_M#:=$TZ_V[IQ0MQ]HF? W7[ECX]][ZF>TQG(!>@,UXJC3("L"9C>IUA]-7]'X?_MNVP+A#TVG4R<_I?&3)VO:7EN4.? QT?:/UL/:A70EM%116U2G/*'^ZK%S$8IT_MCCD_'KI\C(%N.#UX&-V!C_=Z#:I[,/0AUJ8VTTIF7!+833$WF%^;JV+"?O,+ M9AM5\IS]^4QI5FH\C2SYP_5D)C3=F'K;W!+0ZPIH:]]Z,(Z(M1,'T\X;VO<[ MMDMCQU,015XRC."_9Q@MY().]?.2!!9GVEC[MJ?WW=LD#@)HX;W+][MRO[D_&AQBH[>]37;N166:8X*0 M1MU'2'97PIA+T0-;/7?=8YO+_RG\A'5_B"(_RWS?4SUJ5Q=V*R<**I+B?/HE M[K;7TSSZYEK[DIXCQ7(9NX7DEPB/4IE)^O^5OFZ@[M]=%"^)\[6-W^T:3T^E=Y_"+)>L36KW;\C<=_>9][<= ME4R8G$9$FX_8W[P_Z!AVRR@BLDS[3#M/PWZ&ZMR]SD.P5N5NLL8_%QH$L#[A5*V_MNB$']??9D[\!4$L#!!0_( ->" ED*B.L]W@,_($(_9_>&PO=V]R_M:W-H965TU*%(@LV3%>5EB&W#>L!7M_MFB79BF'8!UHZ6VPH4B$I._[WNR- EQT&=#/L2B\>[YYY[[DAFN#3VP56('IY]_MI=TH];QO3M/4%176PO5,@YIV9L;6PM/2SE/76!1E'*I5FF?945H+J9/Q,-AN M['AH6]^DQAL+K[UK85?GJ,QRE/23M>%6SBO/AG0\;,0<[]#_T=Q86]4;E%+6_MJ)TT&BS.1LFD?WH^8/_@*? $I=OZ!JYD:LP#+WXM1TG&A%!AX1E!T,\"+U_I_M!B(:CQUFLDG)@=O?;_3K4#O5,A4.+XSZ)DM?C9*3!$]W"0[4.>Y8,W] XV]1T$_MO(-7\"YQZN%2ND(9UU]$OR=3YRW-PC^[BHU8@]U8?#Y.72,*'"5T_!S:!2;C M#^_Z1]G9&TP'&Z:#M]#_NQ/_(QPN6ROU''R%,)/6>7ALA?5HP.:4HO],H$]3=U^M;V'/M]#N=2@AI"THA/<0[I?.D M4^\YKI_QD9,.&D.8[B,T]G440_?'7&KV^/GPA<=+[&>L$ND6*UD2]NQ*U0@7_MI]Y;+;U$Q_S[QV=K)D2:'#_VX) [4>UDI5(+3^Z7Y:87"1F4Z8.+S26B2><5!_MA_M1#7*EE!C=\#A;#2T!049H%:T!Y7[K&HM"R$>]829*S% ^XB5)#XDB:2_MPD.;"A(*76-B*ZD1"\E]\6$"-CYX<>%-$QZ9]?'T9(7/_MBLXS6G:@_9DQ?KW@!)O_.L;_E!+_P04_" #7@@)96V"'8M(' @%0_M&0_'AL+W=OW8,ZI$_MW7Q);,\HM;-U)DG=V$D?=O8!(B$1"4BP_&A9^^O[']8"D](L=; [=U+GB5;]OXU1DW/9T(7*LS+7)N,.K6?1M801//%&F_M^L,H.NYG7.:=RW/_[=9W!F_]ADLB,Y%;]7- FQ/RB,QV\>C.F_7[#%RF6MO7,R)*9UM_H_MY2:YZ$2DD%_B=L2!X^]!_"*4(D90X\^*9Z<1283MYYK[6V\[;)EQ*W[1Z@^9 MN/2B<]IAB9CS4KE/>OFK].R9$+]8*^M_V3+L/<;FN+1.9Q4Q-,AD'O[Y8^6'_M%L%I]_3!L"(8>KV#(*_E%7? \|MSH)3.T&]SHP9O[]:&W7_Z_.'ZX_W=>=^!-^WHQQ6?-X'/_D^Q^R#SEU]V76>_MB&23O@^=&L6&M6)OAL\R?%? F/3:*NFP8#:N:6F!WS_;L.=8';)"\:-X?E"!(&0N572$5V+TS&WFO(FPG$."><#P/!="2;#03=L_YOK-@@('32:[N+(,M^#][: [R4HN>0F_M^:>\-8E:WMJT=$O/QMBMA>,>NT^!T!=KMA4.QEFAC2^TT$B7ACUP(_E,B<_@_M$3/GRV="6I%%R5=4- [PF7(+%W6]O/U4Q'/[(#FTY^PKV#.[B1:%D[#EMZH0F_M_D/MD=?\N_IRI+ (1L38H3R1HSB7I]$HB17.@%9['(KC\7]/I;7>M;X)R0-[&_M6\QMRN;H92P3+M6)5GI!%8,*B9Y1BE>]%B6Z)? NCEN]!T3BM[:PX)2TM]=%2_M"@M$L1:7HD]%7;]AP;!89Z@I*?7'!Y*'=\$.4;3((Q#+K176;HK-Z0LX\VV^_M;*8); ([XB"+TR[P.E%HW$K8?5BAC"4US_M*10TR;PSPR1BG/2>BIT'G<$>_N4!<=@/-M%&6UY M6='_YZ#\/F!IVVS^]\T&K@<1_49GOL)%PRC\#\[^7[_,6R-G"RS$#KH]2#@(_M/0%%S2GQDD'W"S7#<:$U%'O4E-*

M_826RR]0..!0SR(?\'P%[RO"E@'D-E%FVS'OM>(.EFW!G_]G&R#(1+]*]4#F$Y M%)?P$]DO7>E)O72DM'15 :R%
<1]_O0E;*>&GB]($S]$%")W!$ B+_'N\$,X"B);YB"->B>3#K3P]W'AQ>G"WX'AF.-TYA]3@69]: /6YU][^H4$ M-
)>BEW\!4$L#!!0 ( ->" ED#4*'V=P@ %T7 9 >&PO=V]R:W-H M965T]%
7>3)7.N<6MGO5,]05/W*8\ZT7]_KB7GDE,K4X[PPZS8-'.4LM/>A=G)5\)IZ$_5(^:-SU
M6I1$Y](P4A5,B^EYYW)P]T*XQ.ZU(VAA>-^B?G>VP9<*-N%;97S*QZ7GGN,,2,>559A_5 MXC=1VW-(>+'*C/ME"
[]V.,JPN#)6Y?5F:)#+PO_SE]H/P8;C_I8-4;TA03F4DKX:1[P.6!7ZDHF*/(]ZTEL6,77$C#4.M M,+Z"R0*8/("9$LQ\!:-;F G!=-
ESQ0LK+:>B94D0,3Y!;V$V%2%UN07*U M -YS)4F656S2 N#>B))K;D6V9&AI3/ X13U]PV6,IS.EETQ-MUC0Q7/LRM#)
MS F[$W.1L<$)^[-2%LBEEC'TDTVK :S^3B@D1R903<8\:Z#][NB$/ ML-&YZ5%8Z4/"C)>L+U??
SF.HO[IT\WC@[LV@H!I5204,9A&PF5A!=+',@H^^K:6 A:8Z]9PYWR+"/= M5)-.C;,"/Z=2:*[C='G@XMON)MMWFX9X)
(O01S0LC(4)O +)3^T$B7IOH*S M(DX+^5Q1HLLBSBI2VI6.J@I:&G.3LBFR'W;Q;$GA5EY;\5*"9L,EAK1SU;5- M/;*&$]:!
AT35QL'B/"ZMDR1) /,#XT-=::%)5XI%S!P=Z6E7?ID] P<$U2.
M#]4_*.A)748AU+H\Y#KYE7!D7F:2_*>0&76!^0"M0F=|>FX+#]7*F_B0[EXG
M9BP$<9V@O=E4)2I3,]>="F%MLS0(SQ2)#\2I?&D"4?*E+XL]- )4JI"E-?MM M301[VP#.45[.+PZ@V>,
&K3])@_#E=M$:5]/B>L612VG3=]:Y347 0(=W?
O>Z>1A5KE;V.W,4;042&+$*0E4MZF/B>TFDOC"@_"+Y^NV7&$'AAPVOV* M2%B7^B4R0>E2>600BK1!Q?
#D6Q5TGEVDA#SD)>2C57CV]=.=3=#TF:K0]A<% MVE"!O'6S=A&C\4KSO8T6+"3?47OQ4=-@,KND%CDX.C6;]KI
F1\HOH#OJ-XH MXWV'0S,DTC0!V=3\0E3VRDIP6EQE33NKW_OB,\Q-')1@!^RVD=ID;L@D4^>! M56VT];^"%-
,IN8O2_ZVA74]M?J-!AW/43^TBQ^ACPZ)Q+;E84C0RV.82V+M' M%"D!.J]T<4Q![^*^&Y7*]PT8#-
S$!)IG7;R">;G*B&=]UG%>(A&S"F,&+&^: MPEK7WMX27O-!]&,^>-5N/,4T XQ[]!ZR=UFP&F_8GI.K*H/E9O_D%<;;_:Z&
M&@YK=*_GEMTO_=!YXCGU XNZPZ-!\._R.SI=NQIT/QZ/@O^W:VZW>OCCT<=V M57@]Z$;#T9:[8!@^V0']@>V-
#H_WUQ1Z^^1]5__#*/Z[*O2K:?Q::,MI+/%H M5-@[IG#D9C%3JUEN@D';5)-O5'?(R&!UV#_(2\T^4'<+3=4^NT?ZI
MU!.9.--=@W"UOW$Z_EFYGV4!&R6J?DNP?H?,+0%SA>M*K9FQFO,-C4WH-KD; M-P,U7($&T\)D"?
HK^,QSE9\=^)S+;)T9_7<;U_.A'9#Q6IIT;?!;C1?R';-? MKC! POQ[\F3;-;E>FZCTZ)7_(W/:O%U?
K545<_&FZRM5:]I,7%Z=L,%*W^Z MDN")H SBH"+IZ)CAM:AG@PI!6ZVGL6J%@_HU. N332CA]2Y.CO8FA\&BDS'-
M6:&' QY?(S,GS:4&:>(NZ."-]_XD7E!,X&L9' Y^YL33#C_K$A,QL6$0WX . M=]/FY7MIT?>1F&N]I'JH6;:NI#=1-
CNK?.W0CEP5^B!HD^H&)2 MMRIWEZE 06I:@/=3!9OJ&Q+0?E&_^!M02P,$% @_UX("669-'U#!! M'0L !D
!X;"]W;W)K&ULG59M;]LV$/XK!W4H M.L"Q9=G)^I(8<%(/S;"T7IRM'X9]H*631)0B59**Z_WZW9&R:Z])L.Z#+?)X
M]]P]>><;8S^Y&M'#ET9I=Y'4WK>O1R.7U]@(-S0M:CHIC6V$IZVM1]ZU*(H@ MU*A1EJ9GHT9(GF\TIJ7%IP7=,
(N[U$9387R3C9$6YE57LFC&;G MK:APA?[W=FEI-]JC%+)![:318+&\2.;CUY=3Y@\,?TC[Q"I5B(#+CF"QHI(Y?\:6/PX'
R_01 M@:P7R(+=45&P]JWP8G9NS08LPM6'F^7B_6I^=_WA_?G($SKSC/(>Z3(B98\@G<&-T;YVL- %%L?R(|)J
M;U]V,^TR>Q+PETX/89(.($NSZ1-XD[VKDX W>1\Q)X^C,VM\]JU(L>+A'K#H;W'9/;\V?@L??.$Y=.] MY=.GT+\K2?
\/"1:J0;@R3=-IZ24ZX(;V]'/@:F/]B4?;P(OGSUYF6?IF=7>] M#,OQFQ!Z *4T=4QRZ^'+%+G%&%J/VB5($A?"P]"T8T =*\
57G^Z60=,B,V MPA;$8<"4ID"L:,ZMF0]PD?A:]DK3[?(+0H%"^>%1[C6]^A\])T[EJ)"'9_!AT;+ M=>?H=.?
SDGR&%PS4Q^9AEEVTAC"GVXI@BP#-9E-)L<:P-V6PZ1$U&W)!M.P_
M>;_>@NGHUC(4F"#7^T;Y@'EKI0JM%33\6\9QL]1&%1PY8K\1V\CL#86KH72#_M(3,LY#4W$(6+Z:-1V2S@!$-
MT+J<1:(:=DC2"=ZZ*V;/_J30]F2)+WOG#XW9!T-)T357\OG^.[A'OIA/$SIO54J MC_Z4!B),]P0&8I6A(W]K!(7%!BXB3':$D-
X6P]BAMH.(D@W'Q[#9\.QAV&7_MV!XU[H]!CQ(6WC>81Q^X:GV(7BFDA7NANIBM;TJN=YHS1K3@>SI\=6SD]" 8
MWV_D0R_@Z&!D:=!683!SE,-.^SB][*G[V6\>1YZO['%PO!&VXG=*84FBZ?"G
MTP1L',;BQILV#$!KXVF<"LN:YE>TS$#GI3%^MV$%^XEX]@]02P,$% @_MUX("6;)Q&4[Y! %@P !D !X;"]W;W)K&UL
MI5?;;ALW$/V5@5($-B!+J]75-P%RXC8I8,>PV_JAZ .U'&E9[Y(;DFO9?]\9 M[D4R+#L(^B)R2%R?]ODM2S(7KF0(U[:R,
MS86G3[ONN*BD$$HS_IQ%$WZN5"Z,S\+:S=V?F9*GRF--Q9?"/E]@9C;G
MG4&G6;A5Z]3S0G]^5H@UW]'_L[BQ]-5O4:3*43ME-%A=Z)F!!FF'A&$#0\XB?,,@8B&M]KS$ZKD@5WYPWZK\%V
MLF4I''XRV;V2/CWOS#H@<27*S-^:S1>L[1DS7F(R%WYA4YT=1AU(2N=-7@L3 M@USI:A1/M1]V!&9O"
<2U0!QX5XH"R_"B_F9-1NP?)K0>!),#=)$3FD.RIVW MM*M(SL\O%[?
77Z]_NX.;RUOX].WJZMLUW'U9W%Z>]3W!\Z%^4D-=5%#Q&U 3 MN#+:IPXNM43Y4KY/M%IN<,/6UF' &[YE][!:
MZ;6#&[1PEP]+\/=BZ;REU/AGG[T5W&@_')?+B2M$@N<=]@>']A$[\X\?!I/H M]!VRHY;LZ#WTGPO,NU#[B;Z)#_=
(:>W14K8A?/PPB^/H]$(XE0 V#BS(@8X= M&+8'IU Z6@>?(OB-.4HRX1SDZ%,C03@PI852/Z+S**F2R>,JX6F +$15CH0
M6M(AY1VDXA%!&WU$/6>%RHMEAF"YO!QX U(]*HE:NFZ080A23,5L:)88ZA>2
MOB04PG[5[$)XYN8P*:WR"EV/+4Q,7I0>N:+W&@;+YTH1RVIJCD]3"$*&9!G;
M*;+,)")T%K,BXE*Q6!*^PS4L)*'9G.C?,IV%]2"V1=\\D?^"-17I>60 CZ*K!04)J&?P82E MPGC47I'[G[?LML$%X8,:RH^&
<^62*E?DO]12P^J;@4]$EI19%=G&]RJG\O$5 MH'$O]/F4-
(H=5_7@&Z5[2^T'&BBMLE)BY?)6:*N/;E];)3"GLT;K4E74^4)) MAS6_U1$E/J4+>[.I._9_V:8SW5RR2;D0%P(.=
[I.0M5(Q7R()CG+-L%:6Z$] MR"H"DG.>[A[[0.702C286S*TQ80I2A0BY5P9ZK=BU8,_TJ;X1*60C*QBP1KD
MF]G9QL*G%BLZ3CU1EH8K!_G* ;HPL+TPPA&:#*F@.+L<(5#-:AP<*,UQ+)T( M302?
$BS\CB:R5QR>$%-6M'NG;17K].T%U4+N=794 764 MU_&=3;O'@XB'Z6C P^QXQL/D>
S57=.RX[CL]CTF%/6BT6$]&3:363.9$M5: MS_]%J6\::J/4]<*E\AHGZ@UFN\-PT@S[G@']G;<:9<4ZO$@=89;:5\^V=K5]
M]"Z]M][V>/5BOA)VK:B",ER1:-2;CCO5-=E\>%.$E]_2>'I'AFE*#W>T?(#V M5X:::?W!"MJ_O/_%!+ P04_"
#7@@)95+]7[:P' " % &0 'AL M+W=OE+T1EYW1J(J1C+V43=N:=F[II3E M_?T3!+2)*AJB>AT]:O#O;7/(XH"S*
(B21^S%FRQC;R_>EZ5<@$B.7F3#0E^NQ;JZSR/:?G3*R$NZ;?!"VD-V
MKAM)KW5K^]@(E96A,:U@-2D2>2Z,>7$HR;%5?TAVH)OJCI'G(>\[SBZA0(:\LM.A+);3 M@I51EI+61B(VT;
P^!N5YYXO@THWK;1CSMS="BY$53%AK42^?4X#@L+==MO&X=(KW=AL5O6W^OT!E:%:Q8"NI!P(M:%];S!QRXH0H-
MVS OV\)U+ZG95$&U4:K@G8CUD-LY6'_N/WKG/ M>2G +2D;5E0 6\T5XNY!^OFG610%KRX(!S\.7Q$!*?
N!":!Q46G;$K'(MO59 MR!M1M10@(O8G>U/(GL#M"A8:A/B]?E "78-OO;OSB[/>V9@XZE/1]34DJ-PN
M]7U*'K(+C]#>A]BKW1 Q$INK3C(1>$=O[,.-PA<2H..253$) M$7/$ML9AUDL X[WW\M;7-.L%>D*ZP=A%)R2TSY X%
H$H4*B.XF*78%L3Q_X._#DT]W%%CM^B:0IM.U; MR \A:0?@O;&#<,S>;.OKY?YROV!IRI,\PB#A61CB;Q;P,
(CO;1HP@$>>11$+ M>9P%+ IY/HO8^:Z.>L'BA,^F 0UXE)+=>,;#*.QC'![JOMXQ$/_4B Z(VN#3[
M0F[\'D0\G*9C]D'BL";\Z#@N<6M4=->AZ^_6VHR'\6S,WDIPHU"BNR/3AI]N
M2']T#PZBF,]RF#QK(%7(SY*QS\O#\X(=Q#R94E5WL>H%FR)3]F : M^4D.5*ZV:?8"!9LB_3A-: S/5 AZ.LM"6$Z?
0CG^ZRBC@$'@44[RG!YD/,5@ M)\IAS@.$&O(H2 CR*)WM13GF09)U*.!FLV#,KHQH M;/?+C= LM'7>4)
(F3R./FH<[D< X-,?^>Q1-L P>%2))]D[U42,_]*G.4=2T5 MH[4><"'+$IXG4QI/8YYZVH +8 AA0\!V$1C9[YO]\>
5S8]GY*83X-P'RTSZF$R");'OBM3GH?IGQ0?@C%^)C #B,?QTQQ,9H3W+@Z&>$/=
M<"]48FQPCX93'H:SO30DBL>>8$'>35-TZ:-@_E6-P9G!@SP$E''H/:,223#;
M#66,\/,9H$QG(8MS/IWF>Z%,H=,=E-.8E&:*#HSR/PEE3(WW7"C1FU&X3VM2 MDO.G<8YXGH8[<8Z1!E3H-
P(42^7M*-LN%.5\MK!SU."E*%WDKU,R($\P9'Y MV]'=0O3%OQ_]]W^E0+N^.TRVQ@K5",I_^[(
IFU<]X%H\W3S>>VT^ZKT?7GW M;>ZC, N%G[B5G&-K<#A-1\QTW[NZB=,K_XWI6CNG:S]<2H&?Z;0 [^=:NV%"
M#C8?'4_^ U!+ P04_" #7@@)9TT]QEK(% !,#0 &0 'AL+W=OOD*+R[ MMB='IO:Y+OG:D]N+0MG%*>=F?
MS]MY8O;O0L_*B>W)4]1F/V7^IKBU6W15* MJ@LNG38E69X>MT;]@].AG \'_M(\=VO/))Y,C/DNBZOTN-43@SCGQ
N"PL\= MGW&>"Q#,^-%@ME8]17#]>8E^&7R'+Q/E^,SD7W7]L^/6?HM2G[HZ]S=F_IX; M?]X(7F)R%

*[YI'L\.H#&IG3=%(XQUH!)@_!U2 -XW0I01E[BUT-.7\R?*
*C^ZN7C_^CK@>R['>3!N4TH@Q^@K)+'TWI,T<79F06\PW("WLW)S)^#M_3OXD>M_8+^'DV0ZCAPE4KX*
*MN(7T=VSON'7R\D5_MW>XP<#ARL#A)O1?CL-&E.=M? Z:/I=TR1-;HQ#!<>2Y M37,F+CU;3DF7WI JB2-*
*S]09Q>E+'4II99E2FIU<^8WKY8G\PZ!TV')^OGQPM M3X8S_<-MI+?/Z"NJT-&ELC-#8TY]][UFUZ8/'\[:=/KI&WW$ 8B?*
*J4I[E=-' M9;^S7QXXP^F9-75%[W(S>=BF]S+IM.F=R=,"EH]5@HQ\]8K]D,Y,)\K^P8M3 M529/D1O1V_,U<^C5E_%H6\3*
*0TJWMH9GC\P5(5(.?,!#%TZA3+ M,[)=5;E.U"3G-KU"P8:.=,?YHDUK](T"2,,3&;M\?]D@CB-B<^ )\'8[:%_G*
*M%6Y^;],G)7& HR/G3*+#"GY"K>R3F=(G=,YOZ)P-YY'>213NC/XGG]!S:RQZ M@WE];M"^)">"XC5&X][MJ*MJFV1HM-*
*;)HZL5\@RY.,]TDA&"'O-2S9!:,^69 MD K.D5,Y0E99G;!XM;7SIM?N]<)'UA=YP;"Z*.HR!$]H[.\=4H)7L,EE"O4B M!R=*
*<\E2#]5Q* *7@?)NV>IU>GRIEZ4[E-5/%-HJTT8L7D('D-)2-^.5 &$VM M*8QV.UP*94S\5[>PKY*E8O&MJ5/3789VR8]?*
*91,(O,D M/=]2.:FV2+%\$52OM(D6\%,FNE)YH%LVM24SE]LQ,34.=1 YD%*6S:T9RA72 M:!.A(PCG71)HPI^XYO8*
*01T.O)60V6W',V,I8:0< KXP3'WXYT)O9 M?CYX'?],S!9P!R;A[ZG(@Y3+,,4813BY2BT@^*" M]Z%9HEG/<4=M10Y-[2"-*
*\N?[A"O_T*$HQ5BX?8" BH;U,>T!>0R=S^\$G>'K MJO%42O,QC_TA#?9!MLR_T@'O$) 9-ZWXP8XMZN]U=@?-*
*[_!QF+=H,'R+[^'; M/7INFNJN3;@%VUF8XQV%GA6'W=7;U5^%49R0'X[' QFXH6:Z=)3S%**]SMZ; M%MDXN\>%-*
*U68ER?&8_H.CQG^[K"5 ]B?&N.7"U&P^@-U\B]02P,$% @ MUX("68G&7'5Z @ M@< !D !X;"]W;W)K&UL*
*MK55M;]HP$/XK5E9-F[3BO $5"Y$*8=HF=4+MNGTVR4&L)G9F.]#^^]E.R"A* M4=7QA?*
*C.]SSGYVSNHAT7#S('4.BQ+)B<.KE2U01CF>90$CG@%3"]L^:B)$]; M8H-E)8!D%E06V'?=$2X)94X<6=]2Q!&O54$9+*
*62=5D2\32#@N^FCN?L';=T MDROCP'%4D0W<@;JOED);N&/): E,4LZ0@/74N?8FB]#$VX!?%';R8(V,DA7G*
*M#\;XEDT=UQP("DB582#ZLX4Y%(4ATL?XTW(Z74H#/%SOV;]8[5K+BDB8\^(W MS50^=:XPG@MP#_&!"^*
*A:0/#:#&$+"%^;8=@"K'3<:+>%2X@B<23X#@D3K=G,_MPE;?HG6]*#/OY$X)O4LU3L5+\H2V$BU!V#?'4D )E6G!92T*
*7:+[NP1]N/B(_M+A!EZ&?.:TE8)B.L=&[#@-,VSZS)X[^0)T WG*E05]_ME]W0A?UTIK=-9$52F#]Z>4D06W#B]^^\D?*
*NYK]+G)$O.2;8X$]FS.PF[.PE/ ML<<_])#0%]#[7VN0(XLTDV ;7P;AV(OP]K"N/5'^R#N*2GJBQIYW]3QJT1,U*
*M\H=A%]5(Q >-J 2QL1- HI373#6OL?-V0^;:]M8C_\R;S+T>?Z*'4C-#_M$W M$^V&B_UE$A6PUJGO!"L($Z/TUYVIOF 3=*
*MJ([_E!+ P04 " #7@@)9$,+L0$0" "*!@ &0 'AL+W=O\$$R+_YOC'K]<*CWBH^?S>>!9\&E">]\F2(GFX; M!F@<[*:WXU-*
*MM"2BUO\?0YBO"%]R&F6^YS7NW^=4'-^PWS+WHYY_TAPIDX;J@0IEHN&Y;1; ;-]IE MVU_^AK==^@'+@G*%&.0F-*
*1C-S>N4;>=K)UK4KMOLA#:]RPU+\[, :0/,\UP( M?9S8#?K?3_H'4$L#!!0 ( ->" EGD:#(>4@X #(G 9 >&PO=V]R M:W-*
*H965T^_M)K%K)7?3Z?0#1$(B+B2A$*0<]=?WV5T I&Q92;_8H@@L]GV?7>C-K6N^^L*8*
*M5GVORM]_W2O:=OGJX,!GA:FTWW=+4^/-W#65;O'8+_[\LC$ZYTU5>7 T'C_MJ+2M]T[>\'?7SF#@RIYTO-?*
*=1O6CO=4UOG656$S.*AL+?_U]Z"(_MG]EP%#8<,=]R$'/Y3K?ZY$WC;E5#]T&-/K"HO!O,V9JL,FT;O+78UYY,OWS|*
*M.+GYE[JZ4-/+]Y\N+R[/)I\^J\G9V=673Y\O/[U7UUT^/KF?'K^Z?/D\^75IZEZ=.U*FUGC'[\Y:,$5T3[(_@>GPL'1_QP\5Q]=*
*MW19>G=>YR3?W'T":)-)1%.GT:"?!W[MZ7QV/1^IH?/1T![WCI*)CIG?_+U)_MEKFN;FV]4%%,]>_)S+*
*<-7.H_VP06>D^WTZ,X>^67.C-O]Q!(WC0KLW?RZR^' MS\>O=W#[-'"[=!?UDQN3F;I50Z8;5^-S9A!,K=_&*
*[VZ*E[7Z])NL('U"]VUA MU(6M=9U970[/F::ZSG63>W7]\$\]^O67ET='X]<7D^DI?SQ_5A9[SN3;]_V*
*M99GKU]1]D^F7M(V.?C)^.E(W9FX: V'4#:W%(V(S;?GLEC93+Y^^C!M'ZK;P*
*M8/U6>Z4A/SQ,V5]]@Y*JF6F([I&:K17.XL]/QL\?/",1?[ROTF>5P7F1_+Q: MDCO8##HQWYMZWK-*
*)S$CE#5>Y+>S.>&RVM-Y\-S$&RN@L0M+"F")T@)ARKM>XCO,_M.-E>K)?D]!)@?3C_G5L_%;]K)\XC'A&C;<-G[JL)[!(5*
*D&PS)NA96)>%KK|_M%%G%\F$TOC7>PDG@RK>V+6_?,M)@@\1FB&H^"Q&90C6WN:I=]PH-631)_]J0_M,*[">1T'ND?*
*ER=E>\Y1[/4Z0I+ZOD*0_N55*:LR\6?!C8Y:N MX6SL4S:6Q-F8;YV%..#49Z7S" !.:D;S2]K&[A;NHV2EQ.BD> :]@$+.*
*GX0DIRLJ$2$MZH9=O"MU@XB"UZ]L+LY+_MU++"FCEBS,#P)$5N,LNXL=)?*
*H1"B9NNL[$+Z'S!/X8$D2V*11TFABH*4K6VA&SI^Z;P=N!NXR)%$M@]IE!M-1$#Y1^UWC7K%6]"76>3/L3&YZQ-*
*T!%;>/\,IS)?L")DFR*_MC(]0;6%3L])E)Y*T&Q&CX>LDS/\5&@F_/)6XX$PN)8Q$.O^>%;I&5CHC*
*M=7M68BPOT_.SN^#%4F'G7-9TI1'_3&X_)[4$#=ES7?14E966@GO@(SYD1IM,_M(!XI+$4RDAZ3-*.!NCG?W-DZ#\ZT-*
*AHQ"A_#NKNE_=F^N]J1 AM;J]>CH5;._MSQ1]*8).X]V:CETS1#!#<9>!++N@]Y:EB7[]5Y=;UCZ*-O5C^"HC_)*VA%)P*
*M3K6S4&>VR3K;]]X@589IN^@.4G,&D37,I$.^]G=@YV<).S_;B72O 6,R"XFX MAIXEUX)\VV#S;F(4?*
*CHC#:$8DU!=K:$@\M,?.FW,5D')@]5:@#,S>%Y6XK)= MW?LR!87O9M[F5]=42]F#5_"DM?O[2T((0ND= !AX+=G+**
*(/I+\R/ 6Y$,TE M%3(YAMS>:VZWO92TF3%(M_!]T I@(!N[=9?5GB>K/=^IZ%-***2/ZT'9W6:O MW63@A^!TA]FAB[,+-O-*
*=FP0 M S$%OI],KE,.[,T*0^94MW,J5([+5'Y'"H"[#("]9#(T3Y1WN$2H$/A'B5 NK1U2%R5KO7"*
*M"'Z!8@+P%TT^"@B/"]P\6 *B4.&B[Z#=!F;PCP4* AO2^4BYWE,AY ]+I@59 M_BZ,%,CJNW*0MV-*
*1[47I]1UMSY4=BOV!.W]HM\RIWM.T+D3>7UTMTS#VA)A! M[^V-*
*3N@W'(Y2RT2<[H;K#15AFHVIP_&3?]RK/=ATM_0<[XKW%RG>7^P,U_]0 M+0!1[[/;8GTWB0O"<]Q;(QW"8N2$Y&+$?*
*LGD1S_!*C;70<$9#23FMF(.V&H& MN(L)<8L+KW" M?\E*-]0D7OBYD\ZF(HZI59*
*K2Q7I=4SZ6.W1.C6ZH!B=0BAQNJZX* L1&="1- M+H<'] 1_:=B)"/&[!]:E-Z0XH*
*Z\W_R.#]8$RW.!&]X*KIM1\\5MQ>9R("K] M58"$]/0<;R&@R$@R_"!)2"H6ET,Y8_["]]+"WV->C2*&[$%6%>H9&>5]]*
*M8'ECDQ*]_([]29)D_EQP+^$W-@*YG^!>A1Y-]]?N7+;340*O-V,NIF#)V4$D MLH2*
*PU5BS.\'1]@182]3A+W\P0P1U"US=Z9]L2V^?IH $& 1)4*>ZV]X&.R>]*&+\E<7[;C<0(EO1EXLSY[6/0_XM*1E02*
*M3I.GP4A%>A5RK@6"TA=VCO"[U6N9,@7L7 %'<>:%)Y .7*P)TNRE-Z-P3H3= MJ%&NGUXP'B,8S$R,."Y05+ 8L9FOK'?*
*-.KDSX3#:-X-#S7^@W\-Q?XDPW]F; M+YZSQ#DBK=)M:FT&<^)I*BY;;PAVD_]<1%B6A'X -9/P9"-R(0$[P"Y]<]87*
*M^@0BLH#!3.(]9,FN6@IBD_D#]\S!/F%P$ <48106DD:,JA%[:TX%I,E9$ B@8)ES?"/ :5K+S$,GJF>O$N,.:52^V#U,N*
*M=E;.(K-$ ,]> L"4ZWX"5^F :$HD@[/UPYXXH]'1'(V=N_6O4-%6IE2'K]0_M.\>@';E:@E8N215-QTV*
*I9*+:.P:2,ONHU=].ICAR8W$H'+;&E4]+C[>7-S5 M]Q=2C+L:LH53"'*$-+'!+W1GK_<.Q31>[[&<]U#F<&1(R.JG#)< 8&*
*@%BGN MUCI@G AKSODB@]1T8UHKIE/7:(,',Z.;Z[LW4#V<# V%I.Z5B8T&C]HZCD$N*
*MD],4X)NW%,/A\R/"P=PL/I>KAQE#">P)LS1*7W>*$O%&\G_[@>DY"S(NA8;D M$L-*
*OT)UKF06XZ$Y160,]%Q:HIVBK94ESY)6C;EP"3_S4F\XG9+'5/!0K]^S#30+SU(]IY;;(E6[!*
*MV:DV;1KE#LPSA^/3Q8+]'@V1[KD>\0U]9NRR18\=8V*P-QEPA?!BO3"!N(<)_M1&]/HQ\.5SYT5&/ZE@3!+>?T $18WE*
*12"!CWI+\S& M(55(]0GNCB8*S%'?Y6YKI*$:?LOXF&_@K\Z@"AI^B]6:U#)Y(*6+UFV[(U#*
*MCIV.WQH9&X=V"8S2X&>V>;L4ZDOLVP92HJ9E:2[WX 0F3(]2&[E)_\8@#0QN_M)-.M?"(I]RTR/;HGZ$A*FVR,\Z/-"Y 8-*
*'*9MN:&&[*Q_XMZ3%WH^_./D?(=_MX)$(7%4=7&Z/TLUDB6GC)A#2=8&GMZBH,3;+$C)ESM4))*
*M.W.E,V;)U(O0K#2RU"=E(HRCZ"+,&)=!M^U]8](UM]]P*+G&LP>19QO1K'X7: M=():\.:8\,72.D?8;:_8*
*A_13E=C3598H:0\0VFXD[!QW@EZM:M^P\7[@.\< M-V9G#4[)3*EG9]RFG2!RA%!@8AT"H[\U#F*
*(!T0T_I280572)>ZNW]!OO';2 M,F,&!TK\X*E==H++_%*URRK/=_MZ6RKFD,"FA^P5T M_*
*'T!=PK:9<&1C+%]'U^2#0KKO$;UWY\$/!K+L^A'IU!',6- WCU2GO=X]4_*
*MP!OBS,*0FT0HDVN$7[V9L9KNR>]]8@NLQGXL]W:NS(HEV GH<1C4:PRZGXY[ M%]'U ::-*
*BFGC$'KWD=YBF@L$-8<)KI58<[F @<:46[AA"1?)[F_# MTY)]92]7UC&R9'VHX=/195QK71O(*R6B5)(4D?E6"=LJL4"7*
*ZO+_1M&6@S,_ME:"I8^"$2Z]K>'V3W>;N:5P#,U&P^?_0,*
*7(N_@9^];JZO6@I*'.P%IKIW;!7E)8]1,L6UX\3&X9WK!I0&!6Z?P%02P,$% @_UX("6>>P MZ3@/! =0H !D*
*!X;"]W;W)K&ULK59M;]LX M#/XKA#<,"5#4;TGZLB1_NG:W#&M7-&GOP^$^*#;M").M3)*;]G[]47+BI#LW*
*M5QSNBVU)Y$,^%$ESN);JAUXB&G@]1*E'WM*8U;GOZV2)!=/'B[*)AZOD AUR,O]+8;_M=SQ?&KOACX8!U"@8FQ"*
*(Q>C_@)A;!_Y,;/#:;7F+2*^]];], ^..W%9,(V? MI/B=IV8Y\DX]2#%CE3!W&G)>7S+#Q4,DU*"M-:/;#477:Y!PO[:7,C*)33GIF*
*M?'EU-WV8S*G@1'03\6I7'$_='$_51[P!>W#".'5[\&F-4_)'9 M7(!I[8VJ*,6,!E:F_73G)E03)HX(X9A-F:K72;]P?QV[V?*

*+Q$R:^RQ,69HBV\-*FM06X/ W"E= M)#87Z>)]B0D6"U00AVXW/H(U*5OY3 KJ%QHZO"1866F2U]WS/7JP=Y$3K9'N ML/.-LP47[N:ZT'K1,,ESA;GU[4;:OL $3 I9T3_E$0!*0KGB':2GYE947M#\(:K$]R_=,3*]T+VF#ZP5M MXK,(>F>]-H PV"#\JO/+Q@ Z<=#OPH=WIU$8?3SDR[\CA?UXAT0,HY">X5$4 M]^! PO>;A.^_.>%OZ,]U7](/2?"_,(7?Z$=$B2 U90 O_4S) B;?/WUKR_J# M1E[/^I(L5CN+.5FL^P[@7\KO:(&KXF:6Y&CD;K;<#SU/Q M!C.FKL46VHKD24V*4N]T/<[7L9X[HR'MN]1CH>BT"G/\5&" M*K*,R9<;3,5^Y 3.:\>"C%'J2))C33L*7: M;"+'<[,I"RUIE%.>'M]/'N;P/)D]3>'N87$[^W/Q-)\NX/(;6Z:HKH:>IDE, MJ!=7@#65H@W'$5IT(5$A7\/5DJ+4DD_QRKN81L'X@MBS& MD4,G0Z'"*

## *4Y0HE 4KJX&OV"\S[=%SG"'*025#2O['X/E@@Q@,9T_P@6$;JL;-.SG M3[TP"+|*

*A+^"R'?6N#@B][_E8ZXP&HUJ#T8,ND?.'YNM2ALB*8*LWI M%XE)0Z%6+_<\9WG,64]UTODJZ']^7+%GYS^NV,E'%>D:)4/\RGOWQAMKWK]( M7Q025C5W_L;]?ZO[? &]A9?/AZ],KFF;(,45I?K771*4+*_DTM%B:Z_!I=!TJ=KFAEXQ*$T C:\$ MU50Y9H+Z733^%U!+ P04 " #7@@)9DPQR?F\# #-!P &0 'AL+W=O MRU'T[WP20#29O8.=N!O7]_8R=DJ8[E2[_$8V?F>9ZQQ^/I2<@?*D74\%+D M7,V<5.MRXKHJ3K%@JB=*Y/1G+V3!-$WEP56E1);8H")W \|;N 7+N#.?VK6U MG$]%I?.,XU]"JH]"R7^7F(O3S/&=\| (F.Z3:++CS:"_R;UFBTYDSAU(?""Z 9>V"8=6KSPK:29Y!D_*%BCA&W*),)?BYW2DFKD[VOYUG#1 M=3AS;R;]9#'.'+H8"N41G?G[=_[ ^W!#;-2*C6ZAS[=T#Y,]1Q![N!=%66EF MZYFF2Z:R&!A/X"'+*XT)_#^S:^G<)+R>SG.*$+^R*T._:^F3AA[/]"71*[NQ MU#= 4[!.):)U5MD+%'6!H"D0H./%]GBM"QDAG)#"F2*$G%]'@KN,$X]H%'FH M+N!+C*6^8$]H_CL3>+9$EQ7X2K EZNM_++6E?;5658&2:2$GL*+VF NEX#>X M"[O1T.\8*^@,_-H:=GU_9*U!-^A''5B0YK@]J'9?M("*'U&9S:*]U3*+C5DG MP$Y,)I3G<-PA'(*[_OV&])WD7RO;!C_24]_[YVEF# K)1@.&BGA..C W)! MG:-.Y)MM4P3#CI3; 6MJ.LY**TT;2RKA_;M1X/L?KISO:-@=^YX9AI%OAM%X M9(;!N-\48ZO.G L5#!UTDQT)\GI>U&F,\&R,SL:PTY;QKZ(#U_=#F$@_-P[=*Z%RV6]N)@'Q)%F!77=;=M5]NW:E&WZ%?W^]%[8O*0 MT0W*<4^A7F_8=T#6CT<]T:*T#7LG-+5_:Z;TW](T#O1_+X0^3PQ!^X+/_P-0 M2P,$% @_UX("601\!=!K!0 Q X !D !X;"]W;W)K&ULS5?;;N,V$/T5P@T*!R!B4M0U30PD>VN*YH+$[3X41<%(M"VL M1'I).L[VZSM#*: [3VDZPBP+-0T12G,.9.6?&XLG*V$]NKI0GCVVCW>E@[OWB M>#1RY5RUTAV9A=+P9FIL*SU, [6SD%E;)*ABUS2AB+!VULM:#\4E8N['C$[/T M3:W5C25NV;;2?CE7C5F=#OC@:>&VGLT]+HS&)PLY4W?*_[*XL3 ;K5&]NE7: MU483JZ:G@S-^?![C_K#AUU]MW,:88"3WQGS"R45U.F#HD&I4Z1%!PN-!O5%- M@T#@QN<><[ ^$@TWQT_H[T/L$,N]=.J-:3[6E9^?#O(!J=14+AM_:U8_JCZ> M!/%*T[CPGZRZO5D\ (.72>=/VQN!!6^ON*1_[/&P8Y&R'0=0;1,'O[J#@Y5OI MY?C$FA6QN!O0G]]>WDVN;B^ M(L.)O&^4.SP9>3@!]XW*'NV\0XMVH*7DTF@_=^2=KE3UW'X$G]W=BY[<.X_V M OZTU$=$,$HB%L5[\,0Z7!'PQ*YPU0P4YC8<$D *L(I^Z &X^^_XRG[88^O\=K7>!_Z^ X*L%HVBI@I^%L: M7=9- +8.68>4*"O9ZH:P,45SHTK3]3HP,"21]L&Y;8/N/GLP5F9H&*A;! YHC M(43(G54/2B^5H^3]^H*24BY]+QNB']%15+5? PC8B=46\P67IG/(.T"SQ@.KG M5]GPVM6/I.W4HE M!+A6:Z[#%A@(,K6F)69I(3)75^! #:BNYU$ZLH**QN@A]$0[(:XQSNLR%!<-ZPUN".63HP<8?'9!)<9P0*,$<45.><1['_MMPQX9 M KVQ".*_0!_1T'A#(M? G#B/*L^20?% :#FI"/F4%G:?&,L$6NK$WI5SDA^2M M FV4O3:#08O5]6>W,(P$S0N O-!>@3C6AY%A044>'X:X CT'9"AHG&%6MZG] M@&00*68PB<*D %8FFS([@(1E$+Y(8AS#R9@(7,U3#LC)2RR+;V<9$LA88#DN M"EQ(:0*#K2SS@C)PE=.(Q4AYE.0[61:4Q6G'PG MT%6G=:F@__69]7/I267 "VT\:?'3"5O;YZ5LP-&01>AV, 41]?/2UH!:R] ' M9=^#0I/N.]D1N8-^^!\V'\X9M!)!"M"8"/,"TIMNEV7,H-] VZ$95$\L:,;X M+EFF6,, (""H7H2H36O#D*YL/TBA>]4\>42%>UF"<(]_;-,CA#5;#,U=1L>R9 M##/*>;Y3ABAQ$03&BFZ:0)7N)?-;>PS\9E!6<*!2\' R9")F^78J!;A?Y$!E MDG,B"IIEQ4X]$^C3'969P$Z3005&Q5=2*;#P7DLEU&;$=_6:!-OYRSQ'M$CX M5IX%A %=Z&TL^YF\O?V[GYW*>VL MUHXT:@JF["A+!L1V=Z9NXLTBW%/NC8=;3QC.X9JI+&Z ]U-C_-,$#UA?7,=_M 5!+ P04 " #7@@)9@PX]@,L" 2!@ &0 'AL+W=O>963M MG<$OCBN]LP8;R4S*9[NY30=>8 5ACHFQ#(RF)5YAGELBDO&RX? 0:EQ:XN]ZR M?W6Q4RPSIO%*YD\|-=G._<@Q3FK@K#6QV84+U:%)'!?V MHTR-HEM..!- /;X:3T3ZGLTBI'D'.XYDN>HDAA@EPL41NJ!@-C)1>*%?N$'Z3>+_R^4L"U MKIA(4 ,C9X):0:ED@IAJH, (Q&4*Z5:)VE92U$J#>X*Q,IA =A^9K*.I,0)L) M0-\1M]^Q RM49*<)F%-7T/#Y"+AU)"M-:'T"N$ZP) =(_2- C9)Q2;7T(X@/(@>F-DZ:I^)@WU$+?,J&FCL@9T/Y?2;#?6 M0?,;B/\!4$L#!!0 ( ->" EG]2_P@3 ( *T% 9 >&PO=V]R:W-H M965TM8K1 ,O)1=Z2%;& M5%=!H/,5EE3W9(7"[BRD*JFQH5H&NE)("P\]>1"%X4504B9(.O!K4Y4.9&TX M$SA5H.NRI.KO#7*Y&9(^V2[,V')EW$*0#BJZQ S-O)HJ&P4=2\%*%)I) 0H7 M0W+=OQHE+M\G_&"XT3MS<$Z>I'QVP:08DM )0HZY<0S4#FL<(>>.R,KXTW*2 M[D@'W)UOV>^\=^OEB6H<2? Z3%68U))<$"ES0FIN9W'S!UL^YX\LEU_X+FR;W M(B20U]K(L@5;!243S4A?VGO8 ?235P!1"XC>"HA;0.R--LJ\K3$U- !THN0'E MLBV;F_B[\6CKA@GWBIE1=I=9G$D?KA_GLUOX?@9ML,\&\/IR1F< !-PSSBW+Z '@;$"'$V0MX?=- (=%KQSVM18]B,,/$(51 M<@_^.@X?8V[A?0^/]^&!M=UYCSKOD>>+7^&;*EG4N8&):*K!_5;_OMDDF!@L M]>]#!AO&Y#"C*[DK7=$_"#\?LON?R/,.QYWY^!B[O(.YX3B,NV"DFU\CNJ5HRH8'CP]+"WJ=S_JII#DU@9.7KZTD:6ZU^ MNK+]%)5+L/L+*CT'U!+ P04 " #7@@)9S2MC=< " #V"0 M&0 'AL+W=ODRM8 (;)JF79AP *M)G-D&VG_VPD1M &U4LH%\<=Y7Y_S@&-W MMI0]\!6 0(])G/*NL1(BNS)-'JT@P?R"9I#*F05E"1:RRY8FSQC@N18EL6E; MEF,FF*2&V]%C(^9VZ%K$)(410WR=))@]74-,MUVC8>P&QF2Y$FK =#L97D(( M8IJ-F.R9IHTKWU'Q.N G@2W?:R- 5R8S2!]4)YEW#4@E! M#)%0#E@^-N!!'"LCF<;_PM,HEU3"_?;.O:]KE[7,, >/QK_(7*RZQE<#S6&! MU[$8T^UW*.II* [^(QEQ_HVT1:QDH6G-!DT(L,TA(FC_Q8\%A3]!H'1'8AH-?'3= M"X-0!8_&-^'-8-*;!,-!B,Y\$)C$_!Q]0=/01VR 9K.DV3SE[HYA0^,-29T1NWT;:*3\?<5#!KEBDU5L! MU6GFUV1V@+!= (FR_RR9NUTFS3C._)K,#FDY)TWG73>R\V"J7+W9*CNS5D?YK M(O-BS;U#5MV(Y'FS)"E',2RDUKJXE&A9? LO(,X)F^MR=42%/<=U4BEU''>7E5<_]#U!+ P04 " #7@@)9NB[-^L " !!"0 &0 'AL M+W=O/>G(=C2Q'!P0)A$HS4/S9 MP 221!-A&+]VG%;E4@/KXSW[9Z,=M3Q0"1,>?&>1BD?6T"(1K&B1J 7??H&= MGI[F"WDBS3?9EK9]QR)A(15/=V", (&59^4N?=GFH 9"G&>#N .Y+0/<(P-L! M/".TC,S(FE)%_U_P+1':&MGTP.3&H%$-R_0I+I7_788X%2QFXQLR6]Z-[V;D M; J*LD2>DP_D?CDE9V_/?5NA$VU]ASO"]Y+0/4+HD5N>]5B2619!=(BW,;@] M0G2SA>E3#/\'G'$@8T(3.I MJ +RXP8WR;6"5/YLRE3)U&UFTO5Y*7,:PLC" I0@-F %[]YT^LZG)IDG(CL0 MW:U$=]O8@[G :T,H!I(4>*P""V6#%T".Y:P(%R2&)")XI9!5H0H!]>VFO)3._M^L:9OF8V@>=\'#KX\>U-7?-?&! [HZ55Z>]UZS"%">8@LS2D3QT(M>7]U"%[& MV.KI'\^E7^GHM^O *U!(%@&9/F=<-NEHY7GM7_%$9 >2!Y7DPZ5 IB;9JW)"$O,E4VK&]U>A^,35NT MG|W+Q\4M%6N629+ "J'.Q0"+4)0-NYPHGIN>]_5=E SC/&- T(;X/Z*<[6? M: ?5]RGX U!+ P04 " #7@@)97KG,W_(+ 1F &0 'AL+W=O#VZ)8OQT.\]FM6D7YFW2MDO(O-VFVBHKR8;88YNM,1?.Z MT&HY=$>C8+B*XF0P.:N?^YQ-SM)-L8P3]3EC^6:UBK(?EV]9WI\/G,'#$U_B MQ6U1/3&#"^>M#$^K O4K?HW5 M?; [W.ZLVY3I-?ZL>O)N?#T95B]12S8H*$97_W:FI6BXK4MF.WQOH8%=G57#_M]P>ZK#>^W)CK*%?3=/GW>% [9&NFL)E"U9QLOT_^MZ\$7L%O-,G"KA-_?>@@.L^451$D[,LO6=9]>]25OU2QU67+M_@.*GV MK*LB*_\:E^6*R;>/5V+Z[8O@[/V[CX)]DFQ:/GCWE7V^^,?%Y7O!_LP^1ED6 M5?FS5UP54;S,?SD:%F7=%6$X:^JYW- ;C/E&/PSZD27&;,Y',U;RE_)0N[SU7 M7M#E Z+\L'S/=F^<^_#&7;HD\&*S>,-&[FOFCER??;OB[-4??V']>[$]ZOZ= MK]LCIVU#:>Z'*'O#/*?F>@_<%@RG,5=]76)&-<:Q:9Z@N7_;)#NNU69+FLO5 M[&&SG9/VS39B\G; [MU=SO2>X[\O'++UATTS-XX+):!8OX^('^V?]AW>%6N7_M:MN;MU2_G5IU]V_S=313YX.R\]5=]<&DS_]P0E&?VE+' GC2)A_PB0(9N3L M[W+V*?KDB[I+EW=QLF"S;=(W#TE?IUG)]O\2E=673[7E3=)M\T;"^!86U+!J MG'*

W<<:CYM_9|&X_362]$@0STASOTAR3:39':[3(E"J',<7K|M?R]T54J.KD
M%Z|V]Y9<69S,EIMY]50TFZ79O!JZW*BHV&2]+7.R#;:9(V%|"QMWR1Q9KP3!
MC,R#7>9!QR/XH*]NBXY$V4:'A'$D3"!A$@0SP@UWX8:]G(9#9,Y(&$?"!!(F M03 CYY-=SB>]GH9)NFW>)X_.G&%
I)\H[OU)T?J4$;8H1P^DNAE,R!]ZNB_)L MF!??9ICI]LD)E][:WFZ38OMU(&*>WSV<_5)3E;8<2LA42!#,R=$;ZH_F(W,]/
MF]6UR]IN<_?Y*F?1]SG[V>5#UR5=@VW"4!IO:/NC'/?@:'O^)1+5)C.C M/7WBD!E]+8^L*]$ZENAZ]70L[%67%1
MB=H&,TM79^G^'WS]H!MA';O;^237_:6B^TLE:G/,S+3><4BK<'BF*R.;_V>3 M%_59+RN#:TT *G>@- ZEB89VNI?
CZ,UHY!QFV(>Y<;2Z<;]ZF\./!S_9KU$6 MU]WJE^HHG*:K=9I4V7Y*VJ.%>APHC4-I DJ3*)]Y!VC=XXQ[^7CH0!4.E,:A M-
&E213-C%N;'H=6/9=1'N=L>RF4E6?+NX>#O.JQV:NURF;E,=X^:(*:GX;V
M3/_(H94**$VB:&:4VNLXI$YX4=_]]3YMC18J>Z T#J4)*$VB:.8>H(V/<])/ MWPUU/5 :A]($E"91-#-N;98<6KT(1-
7P*9T4>MXH=X*2I,HFAFO]E8N[:W^-]?ZFD9T.N5"?164)] T MB:*9R6M?Y=)3E(X0& W9[F/]E&Z/=;)0-06E213-
3%:K*9=64Q8"H]W//#K9 M0A43E":@-(FBF6LTM'KR:/5T<=B9OF:W\>*V'$ZU],%/CY^:6HRY\],G^ENZ
M1=:+,J#6"4J3*)]9K993WLOE5#W(NE*S,O$Y^W2GL]1:",ADG$3)K"I27SG] M)K'H9E@OV8%*+"A-0&D213-
W#RVQO'XDE@>56% :A]($E"91-#/NO>5X^/E: M7J=93%.Z9NL,L>OLL OM^I!6GI96WLOG:UW4<9:].8_BY0]V%:_6Y=
:U<5# M9W=!:1Q*$U":1-',_46;,:^?V5T>='87E,:A- &E213-C%N;,X_V6R_]XCM- MQ)K2-
5MG"-5C4)I$T%VBNGG'5I"\2)PTM55K-?;S?10OU(%! M:0)*DRB:&:]V8%[797]/S^ ?XJ2RGZTQ0J=L06D<2A-
0FD31S+2U%_-.^SG_M0N=K06D<2A-0FD31S!MA:)GFH^9QT2#;@/WVN5*'DZFAE0HH3:)H9G):E?DO M5V5-MVR_)
(:NTSIDJ!>#T@24)E$T MS*>]V!%7)6FR=>+MLBT\[,6A>@Q*DRB:&>7>G:A>KL=T+][%=]$562<+]5U0 MFH#2)
(IF[@#:=_G]^"X?ZKN@- ZE"2A-HFAFW-IW^;3OLAAO=[-<='W6R4$M M%Y0F430S.6VY_)/H0X49 ME,:A- &E213-
C%L+,[^W-8Y^^\RR\+"+A\HP*$U :1)%,^\CJF78F)9AW;KX MR^KRAD4W3E=]>UQ#:1Q*$U":1-',G4'[M;'32S<^ABHT*
(U#:0)*DRB:&;=6 M:&/Z?EY'=,-V;Q@>="'T[5;YPAU8U":1-','+4;&W==^$CUX;W./*);:-T#
M0&>]06D"2I,HFKGG:!4W]OOI*'B#4KC4)] TB2*9L:]=]=X>@GF,1W^N-.X MG6Z =910J0:E213-C%)+M?$+[P9?]?
G;]7FM,4)O#P:E<2A-0&D213/3UB)N MW,_MX<=0G0:E<2A-0&D213/CUCIM3$_ZV[,:9!UP.WK-[V#:YO02@64)E$T
M,SEMQL:T&>O0+=O/4*'KM X9JM:@- &E213-_+H6K=:"42^==@"59U :A]($_ME"91-#-N+<\">G+:$8-KFFR=N-
/6BSO^02\.K51 :1)%,Z/48BR@Q5BW7KR+ M%Z$KLDX6:M2@- &E213-W &T40OZ^5;$
*K!H#0.I0DH3:)H9MQ:@P7TC+3N MX^T&],P(>4K79YTU^>&/33HV,_21'[58K8[U+$?IEB'\(LT,(LH&>N'3,8#[L,GZ=T
ZRC MA,HP*$VB:&:46H8%1ZS%W'7QMC-4Z$]MCVOHS#,H34!I$D4S=P;MUX)^EFH& M4(4&I7$H34!I$D4SOQ17*
[20GIUV1#<>M]^V/.S&Z0;81@FE"2A-HFAFE%]/ MA4>LW=QUX[U.4]%;:-L)0&D<2A-0FD31S#U'V[BPGY6>
(=2]06D<2A-0FD31 MS+BU>PM]6^D9MJ[-?#1TIQM@'274JT%I$D4SH]1>+:2]6NU=WJ=1Z\U(Z;+6 MAR?4N$%I
DJ3*)]9J39N83^+-T.H-X/2.)0FH#2)HIEQ:V\66MVLK/I.%<6B M5;IY8H@%U650&H?2!)0F&]K^G9G=|>&-
F$0'&K0H#0!I4D4;1OO,+]5JN!1$4W. M5BI;J*E:+G,V]\['YX/](_7N69:IF^KK2M]>N(/AH^>GSEON5,\/-69RMHX6
MZD.4+%.GZ?. ,V'5:%.FJ_O6VW%%45KV@_/M- MFA8/#ZH*[M/LM[K9D_\"4$L#!!0 ( ->" EDX6YNH6P, . / 9
M>&PO=V]R:W-H965TF2#C!\U04A6;=LIIF MA&ELN-UT;,3=+EO+D,9DQ)%81Q'F+W43-V V.Z7$DU8+K=!" _)A,AI
M,N+0,PO*G$8D%I3%B)-%S^C7;OV.FI].^$')5NRUD=K)C+$GU1G.>X:E B(A M":0B8/C8D
$)0P6",/[F3*-84@GWVSOZ?;IWV,L,"S)@X4\ZEZN>T3;0G"SP M.I1CMOU,|OTXBA>P4*3_T3:?:QDH6
O)HEP,$40TSC[Q<^[#GJ!FGQ'4_7 MC=4YF4@.3RGHI#M]G/B#F=CWT,/PT4??[M$ .L/O:-3_U;]I\-$UFL#9G*]#
M@M@"C:-$[E7+OV)>*?>KY1.2%,'7#N4F9+%(9;U(93WE-<[P MCES?90;]3A\,)8G$GS*+,ZI=3E5UZE8D." ] PJ1('Q##/?
=FUK3^E1FN$Z8 MIQ/F:X(=I*91I*9117<'+(JHE/ E"# L EDI2T0EX])$Z(1Y.F%^!FNF,/4S
MMG%KCI7_=YG+E:I>ZW#]I76>6]5\S M|\"?=N%/6U--;I]X=+8FMU]?DRNCN_2@:8(=&-DIC.Q4&KGW%HUW;]%E-G9.
MO'%LN]3%RO4N/6HZ8;XF6.:SN7<[4G=?>&U?TEB@D"P ;]VTX,CQ[#Z9=21+ MT@O3C$FX?J7-
%5S!"5<3X/F",;GK]#M8<:EW_P%02P,$% @_UX("68/ M9X#B @ I0@ !D !X;"]W;W)K&ULM59M;]HP
M$/XKIZS:6FEM0H! .XC$6[5.;8>@;)]F?3") :N.G=D.M/]^=A)2JB:IM&Y? MP&?
[GN[G!6,%#1)GL6QNEX@O;EL$&1TB>\1@SO;+B(D)*FV)M MRUA@%*9.$;5=Q_'L"!%F^;UT;BK\'D\4)0Q/!
<@DBI!X'&+*=WVK8>TG9F2] M46;"]GLQ6N,Y5HMX*K1E%R@AB3"3A#,0>-6W!HV+82-U2'=\(W@G#\9@0EER M?
F^,J[!O.481ICA0!@+IORT>84H-DM;Q.P>U"D[C>#C>HU^FP>M@EDCB$:?? M2:@V?:MK08A7**%JQG>?<1Y0V^
%G,KT%W;Y7L>"()&*1[FS5A_1EOVCA_P@ M#AQ)=I/^8O; M^62TF$W&<'UU.X&OES#2QM4=3 <_!L/K"9S"7%="F% ,?
4SO.5T2]@:1@*' M1,$E"@@EZO&#A"$7FERO24
LU%MC]*CSIR097+="K@UM"W2ZHV[74.H^O\&;^[6>\7B6O5_!ZM;R5A5PFH1;J+W/3 M*81V_FTA=?
Z#V&XAMOOV0NJ6)+2ZD,X+ZO-ZZN+U*>,\?\%I&"LH&\[3X^F\ M4D7[-Z[T*7->L)YV&M6T!V]VXXV7)@?
P7KLU]D'GB+!8I_U10L_3IK(F4LP6 M/7B0=9ZG[5D#OT%")U\"Q2OMZIQU=-PBZXF9H7B<]J$E5[JKI<,-_H[_PFS0
MZRO.U=XP!,67B?\'4$L#!!0 ( ->" EEEKO"/;@,_/8,_9 >&PO M=V]R:W-H965T.78E^E\]4$C.\$B!G:4K%TP_3ONAYQ%L-
7,>3]3(#?K^;T0G>H+K+KH3N M^07**$Z1R9@S$#CN>4?D<$#:QL#.N(]Q(=?:8)8RY/S!=,Y&/2\PC##!2!D(
MJA]S/,8D,4B:QX\E]%?X-(;K[17Z![MXO9@AE7C,D_Q2$U[WH$'(QS36;*N M^>(C+A?4-
'@13Z3]AT4^M]GQ()I)Q=.EL6:0QBQ_TL=E(-8,ZIL,PJ5!:'GG MCBS+$ZIHOROX H29K=%,PR[56FMR,3.[@-71U^.!N>G
ML'."BL:)W(4]N&,2HYG $9S@4'5]I;T9&S]:(@]RY' #4Y\IUG9I\=CNI%3.K6 M46.#(XM_BR*%S,;L_9DTK,].E0\/5<3X
SA:G\5L6U\0IW"H";I00GI *Z8A+N^#3=B+9 MY$ITN>L$Z*.@=_"N]PG]M M8]#<6,0&S1&S3D&]\XQ3]4-
S3T5,APG"-54(QSS-.#.;>\FPBJ83_87G@_3E M-1ML]=0NX;9,=TT5B#/8
RIC";G0@Q;/^2K6PL1Z)T,1Z57L5C+/D3MKZ1CL_M!P&I3DD2EI3"
[>S_[8)7\G+"OS2BI::0^G83X#4TAI0B0YRZ\%\)T*A,@$YS_M0P:48D+<:A(&Y,"MRVZ
EP:M5!G2VNX>._7FI71+$2)N%3KG;+)G;G5=Q@Y5_M#2:"2UG)L_VG,_=!I3#
[:Z5HBF)B"VX)D9'\O"HM1HNB_B@O9!KOG-%7F3G'<4S6]@.N=)ELFU.=;]B,!/T^S'G:M4Q#HI/G?XO M4$L#!!0 ( ->"
ED]Q'+]WP0 *@>_9 >&PO=V]R:W-H965T!/GQ)6=;!EMDZF*)!D.@T'X?S4T...-@R_DTL_21Y3^)4W%A+_M*5?
7MBW")2147+(5I.K.G/&$2G7*%[98<:"SS"B);<]QNG9"H]0:#K)KSWPX M8&L91RD\NSNR",HL2_M2$7$4L)A?
F/=NM>!V]<&V1-O$6Q%Y9CHKDP9^Z9/1K,;R]$>00RAU B]_FW@ M'N)8DY0??^90]VA3&U:/]_2'K/.J.U.]X)
[%OT4SN;RQKBPR@SE=QW+,MC]# MW]&.YH4L%ME?LLV?=2P2KH5D26ZL/$BB=/>?ON>![J!BTVB<,O-S .S#PO!,&
MK=R@=6#@GF]AG1NT_ZU+G=P@Z[J]ZWL6.)]*.AQPMB5]!,)%=W(V4GAWXP'KW=OHS>
C)ZFKR,7Q^#IY<)N2!/E'.J122??9_TBL47 M\HE$*7E9LK6@Z4P,;*D"!.D,9G5[6SE>>._M_MO;_SC,!?UNDE:3E?B>=X;?
(Z\S/2AU_AW0S9VB,;_M,/X_>19?$B_'-)@'9O-'RH^].-VQ6O!:A?2MK(WVB39&J00.0A*E,ZB7BT>;_M3'!!_B)C"->
<1^FB260C5F>V:[&B(=Q8*G4)X!NPAC_^X':=GYK4P(3YF+_M"5;3IEUHT\[HK9.C<*|&^?
U7=8^,)"3BCR8UVIAJ8,)\3%B_!*NIT2G4Z'SL_M36G28X?]9B@]36^&%^W.U<#>5.-_)!J?|
(W>G1N\)!@M>!UB^!U\8)G1)T[_MF#%A/B8L0(+5].@5>O2P4DL/4PU,F(\)"Y!@-36N"C6NC&_'TSJ9_B=LKI96_MU?
=$:.FJ.M_K2=F\KKG;-=2IY!3O(.L873E7_DQ88/*]%M=^$=>^,:Z549XR_M79+0F-
"$K9M#US]*QV['43\'\3,V>6[\,&%!0P>\3K4#M2"Z3ED=.,8P/D3O_M,#L8FI]7P$,U!IM6Q7=FWKDY_Y7FY[1^==:]=-
J]5EWF *O5>LPK%9EKC/D;_MY1&=QG!6V-WFKAUF_'/39P<4DQ9@T>IA]\JP>\:P!T)&B0KT+,\31#(R!<(A
MC*D0T3Q2=[:17*H2.(5W=7L+LHW58]%'*@ ;5NH!^\K2_4TRN8=_MO;?]HZQC]OMLS3!I
1:MKEE9P;KF$O:!1IQL:+P&/8.6:TLEAP#9_(6B=335_MN,>9WMSNV3%'K4NQ:/68EY6I:RRU/O[9P,P]>VI
+551:0$6K:Y06:VZ':P5_MQHM99MZCTGQ46H!%]VM2%L&NN0K^2*;J'F6[?I]_F*BZ#2N_5OO@8X+9N;-#
M^5^4KVY9O[K&@]Q,0&,=@":]4/I*GCEL(K86\7411"UI4FH]* M"[!H=8G*HM:]0LM_F'7D/2K-1Z4%6+2Z)F5!
I)HKXO]E?7M/[_9P'RE?1*D@," ED751_1600 *$;_9 >&PO=V]R:W-H965T>.D_B36=+M/:54![/USM@PL&HB4Q

MLQW8_OVU0YH7"%Z#3#^4./@Y?IX3^W <][:$_F0KC#GX'84QZQLKSM(+YT_J1BI:9H\R#",-$WAO#&M].
M,=S@+>L= UD*2^$ )2-T;QO6#(C'.(9EQ!(?&SP+0Y#B23R M^)6!&OF8,K!_8K^)2U>%/."&+XEX; !G*_Z1L< <[Q 2?
Z'=&1"D ND<"["S ?FN DP4X;PUPLP W M96972LJ#CS@:]"C9 BI["S1YD9*91HOR@U@^]PFGXMM Q/&!?
S<>/0^GH^<[ M,']83,=/]W8;K Q^/ .MJQ/=33I!/,U@54H='(* MG13=.?I$<](N2Y,2 /=-= 0CCB/VHXY-1R>;.L%\36 5-
MV<35N:F3(YRQ*;DU(QI>^4Q*V5[ M>=F>LNQB$H$A8Y@+[?H6H)<@#'B V45=\3M KY2(9\.]RKV:9!VWVLE79G;B
MXV[E=;?>IC^Y:H.[Q0*GO[O@:Q+^287N$GR/<1T'2O"F:T@GF*\)K$)J.R>U M?
19%:NMD4R>8KPFLPF8G9[.C3Y$Z!XNR[1T*DG+ IMQH JMPT\VYZ>]6K>ZA
M;'7:>_P<]FF[>QSZRL1.+!M:A4&UM.C6=$MJ+:82O>E2TXKFZT*K,ENR_O L MXI7!ZJ)4)YJO"ZU*:>'QH=KD-
U*P#*NR0&L\E7K(Q@2=P\##PL%#I:4]1<8R MQ#)-3M?>)^FPD]O=MU_JW$ZMO?
#;4&VXU4]&X@315,R\HR9,/4#CE:?5K>M" MJY);N'KHG4?,-'GRC%*=:+XNM"]EQ88!JG<,S<2L=; H56G9E]JORZT*D.%
M^X=*.WR2FK4/>+IR+&^?I<->^ZY,G=JII1=6';J]>@,Q.^;,='KS6ZUHOBZT M*KF%UX?
=\XB9)JN>4:H3S=>%5GWY6FPC;/4VHI&895A_X\:-?@9)V>D+P0SDF47JXPFF,J.XCO%X3PUX8\=,E/Y0;_U!+ P04 M "
#7@@)9/3N\?T4# !;"0 &0 'AL+W=O%:[[,C%UPP]&*+7&.YG9UI6CFMBPI+U!H+@4H7(R=B7\6 M#ZQ]97#'<:.WQF
SN9?RFYW,TK'CV8 PQ\18!D9_:YQBGELB"N-[P^FT+BUP M>_S(_F>5.^5RSS1.9?Z5IR8;.^\=2''!RMQ@V@]U(/_0;0?
ZF'00.H4G?K MW"OA(F98.%)R \I:$YL=5.I7:-*+"WM.YD;15TXX$T;Q]>QN;T5= QS_@-3^(N.'QQ]EE]_!2[P=&;M_"&3.
FDZ5F(M4CUU#0UK6;- &>UP$&SP38@PLI M3*8A%BFF'?CH,'YX .^26*UBP:-BY\%!PD^E.(&>]P<$7M#OB&?
Z.SZH^)K9NPXSH8TJJ808#;35\!'3)1=+F-A2P U' M#1'722YUJ1#^GMR3.96)?
[J.1.VTW^W4ELXSO6()CAV]C1K5&IWP]]_\H?>A M:S]>DRQZ3;+XER]Y6]VB0+6LVK2F)$MA MZIO?KK8O@4G5 /?
6S_VS]=^Q'M'+H6[TO^CK9\<%4U03-.2X(%?>R3L*6-6M MO)X8N:IZU;TTU/FJ84:O'U36@+XOI#2/$^N@?
4^%/P%02P,$% @_UX(" M6=,8$VOF! Z20 !D !X;"]W;W)K&ULM5IM M;^HV&/TK5G8UW2OM-K'-:P=
(O;35.G5:!6OWV04#T4Z>8Y_8)W9&AU1\EQO.%?H11XD<>QNEMN>^+Q<;'C-YEFYYHO]9 MI2)F2I^*M2^W@K-
EGA1'/@F"GA^S,/$FH_RW.S$9I3L5A0F_$TCNXIB)?[_Q M*#V,/>P]_3 +UQN5_>!/1ENVYG.N[K=W0I_Y)
CY05:.44;E,4V_9R11E2+J.?PI0K[QF MEE@]?D*_SLEK,H],\FD:_1TNU6;L#3RTY"NVB]0L/?
S&"T+=#&^11C+_1(6L"+1)H3O1864[KDBDV&8GT M@$06K=&R@[QM\FS-)DRR;IPKH?\-=9Z:7%_W]%;J\F4]O_YS?
SZ[F MZ"N::\$L=Q%'Z0I=LU"@!Q;M\K,+*;F2Z/,E5RR,Y!<=?#^_1)_?4&?4)B@ MOS;I3K)D*4>^TA5FU_$7137?
CM60AFI^WR5GB ;_(!*03DWZU)U^R1?I MU$[W=;N4C4/*QB$Y7],)!&:QIB5KFJ/3!M;'_CVOXT@A.0*!61P[)<<.7,|>
MH7HY5#8L[BPRC4(6\7GM#2*) 8!91'!@O M$,"-B@5659-?.]W!,TW61_7UBL05RX(_1I-NW+9]!85FMX+Q)IB<.AQB4"\"
MA6;S-&X$.XU 2U'2%W(;]H?/-?DR"!/:,%!B8RFPVU-497G+]SPZ-@*NK1/(M+A2$/L)\8.,^9I3 IQKY$T3=Y%FE-OKA"[
M'.,EB-M+-.FM]8 (NO0!A68WBO$RI/^N:9N >A0H-)NL\2C$O;+2KIL';WG8 MKHE]$JIQ%\3M+L"$"KI. H5F+Y
;.T.#DY?(01T*%)K-TS@4ZEYI:=7#!9;[ MV;LFJ/G9FQ]+0=T6HT&EM+9.T-41*#2;>&6OYO3-&MC=FH^P*=38%.I>7&F:
MOHLTU_3M#+'+,6Z"OG''Y9G>VHZ*[LNT[J./6!^AQM-0]P;-:],W!?4J4&@V M6>-5]'O=I5TWO]R_>:%25XA=H[$8].V;-
^]2*>AR"12:W2C&T%#W?HYKQ 3U M*%!H]@:W\2@=P,V<_JOG$*@SY%BC7WD/)7L)Z
\FUF$B4<17.B4Z72.#_<<*9KS0+T_ZLT54\GV=LNY=M-D_\!4$L#!!0 (_M ->" EG30$T]&@( #4$ 9 >&PO=V]R:W-
H965T9<*+!43)4C,(C(;3NAITU!*_/2SGS>F@=7S+_6 MY0!&_@<(_& ,FV0!-V_L_$,;P\=]-
"!\QU=@Z9,PI;R&F'!5,J%]B4J^#7; M*2W-=_Y]";6U'%^VM+,_515-,2)FN!7*(Y+XW9OAQ/_R"O"H!QZ]YMX"'QUP
M@=32FKG6(#*@2]%6("1P1G>,,\U07<)O"TQ<_7O3CK$?>L=S)N\L"NR%^D;E
M@94*.&9&XP\^W1*0[9"V@1:5&XR=T&;.W#(W]QJE33#GF1#Z%-A9Z_\IXG]0 M2P,$% @_UX("68*AW3IA_P RPP !D
!X;"]W;W)K&ULO5==;]LV%/TKA%8,+=!%W[*=V092.T$]I%U@+]G#L_=&NK:) M4J1+4G;S[T?2BB(GM))AQOQ@D=
(]A^=6NE-N>^_M+_,UE%B>\0TP_63)18F5[HJ5+S<"<&%!)?6C(,C\$A/FC8?VWHT8#WFE*&%P M(Y"LRA*+AT]
^6[DA=[CC3E9K96YX8^'&[R"!:C;S8W0/;]A*4@)3!+.D(#E_MR+L(SR=A;_VXH[_3K;:R%BYY_R;ZD M7C.F
;;;C^Q7UKPV'+.97V'^W]_MV,!#>245+VNP5E_2MK_B'W4B6H_P.0*(:D#T5D!<_VSF_+TR:VN*%1X/!=\A M8:
(UFVG8W%BT=D.8>8T+)?13HG%]?'4QFZ.[B^O;2S2=+2;7OR]NYY<+]_M:_MZ_E35!007Z()%N*!L!6ZP[0"B3_KT*541&
<1"G2%B7A\HH.O",,L)YBB&9-*_M5/]=*XG>3T%A0N4'37V[F*+W[SZ@=X@P],>:5U(3R]&OM!^CRL]K[9_VV],C
MVG^KV!F*@X\H"]+$ 9]TPZ>0:WAHX?$AW-=9;%(9-;F,+%]RA.\P2RX[G7BS M8,_E!N*;#$U,]_E>D^562I39[?C-(L&
M0W_;=N,(&O23)NA 9=JH3#M5SD&O2)*;MV1TNK3M"=+6L%&4Q<^T.8+2](BV MK-&6=6JS,T77CUQ
091+6O9BU##-@B!X)LX5UFN''B['3*,K%R3.)SK X2=T2^XW$?J=$L_#V$_IH!>HD^+?K[41D
M!UX'C=?!_U.!!J?,R(G(#C(2!D];>7"Z&E1SI=U%R!5UM_J%K4-'^%_K4,WP M2B%R11VM1.'33AYV;^6OUZ*:X-
5BY(P[7HW"IQTX[-S.WEB/:I+V+I)DO2Q[_M(=,5IW_]9S+]UDG3'/._8+$B3"(*2PT,SGK;J-B?G/<=Q3?V\'G/E3[*VN9:_M?
VV,_'Z^9)K'W7'G&>;[Y?Q/U!+_P04_" #7@@)9ZIVN2RR=+RC(LY"V+#;YF M!$?**$L-VS0=(\-)WIM.5-
DMFT[H1J1)3FX9XILLP^SQBJ1T=]FS>D\%=TF_M$D6!,9VL<4P61'Q9WS)Y9]24*,E(SA.:
(T:6E[V9=1%83F&@:OR=D!UO7*/B M51XH_5;<7$>7/;-H$4E)*
H$EG^V9$[2M"#)=GROH+W:9V'8O'ZB^^KEY#08/B"P;_R&![K8509C([UX%0&SK$&
MX\I@K()5]JX*C8L%GDX8W2%6U):TXD+%5UG+B"1Y(<6%8/)I(NW$=/%Q=N=]_MN)HM/!?-
/]_<>I\6L_OKSY_06Y<(G*3\'?[_OBQ<]/:-,_0&&8BO,",<)3GZ
MDB>"OY>%\OHF25.I+#XQA&Q4@3;"]@%790/L%QI@H1N:BQ5'7AZ1J,-^KKT=C;TA.[/N4?NI1Z]L+?
&/Z*!]1[9ICWL>AV]]9^;O(\&YHOF[O'F M@Z[.^#GO_L]Y#_3FLS5[R7LK$H-:VP/%&[RD[4*['X]!*D)SFLG1FV,U_LT8
MPWE,Y(@JT,,C:M:[Q8^]>+:#+$+__"61Z%]0C/_;)>W2_[#;?S&+7/_U#LEE M3TX3G+_MZ4U__\URS#^ZA
$)U['[A]P_*XZ M3KM._/1]K5",ZE",M*&X(URP)!0R$NIC+C_?SME("SHU_I P%Q+F0<)\2%@_M!&OIQ*EUXOSB&<&!E!9
P'Q(6_,%:\AK7\AIKAR$?)PQM<;HAB"[+_ME3+":B1"6SE"=2Y/K[3(4Q4#"7,A8=[XV11B]L\/IIGQLPGM8+(*@)K4BNY9
M'=TS;73O]<_IVN1E*.4^O)YS6I%^*[=#Y2;I75>XM3Y.#7<)&S4[;."<#0YZ_MS87TZ1WGTX?T&0#!6F$_K\-^K@W[5Y7-
D%'&6\)P3%_LIP]!(BP(6NX_^"+L_M$4U3S#A:$U9*H%,!6G>G*["$C9LK/*=_?K_VD>Y]"%=!D"P5OPMD=X](' M=1E
T=]Q;]3#K%=V$B]@*M3R,TYHA):4';V_T]-/CC@DS06E>;_THSU$F]22MUY.5!$ES06D>*,T'I050M+:V]@E,ZU=G
M,"W0%"8HS06E>;_T'Y060-':,MLG,BU])G,6QXS$Q:B5;[('N7A]VKURA*-(
M389R8,,;L:*L6.NH*9$WTI_';7V]5C2W#O:Y6?RT5Q1S?7-/EA$DS0.E^:"T_M_(K6EM$^"6OIL[_Z&?VT=D;/M#,:=&H'-"
<+2O-_:3XH+>CH8'O8[N"V+/8Y_M5TN;@"510F@=*_M\T%I_12M%(S1.)V0$1:K@R=
<;]DVN2C_F5N7UH=;9NI(QT'YW+IPK8YRS[KP_MRZ,K>WQYDN8&LSC).4K)4KHR^V,I;U8>3BEO!%VKLQ$/5
B;]+HI'-1'A*;_U!+_P04_" #7@@)9W]W6C0-F<6B/?_B6_.RNGD?R:]7AEO'O8D6(_M1#_RC(J1L9)R/3!-$:]
(CL4=6Q.]WBP8S[%43;XTQ9H3G&BC/#,=RPK,'*?4_M&_]UWR,?#UDALY221XY$D>>8_S,E&=N.#-
O8=3RERY4L.\SQ<(V7Y)G(E_4C_M5RVS\9*D.:$B911QLA@9$WLPM]W20"/^3,E6[#VCDLHK8]_+QJ=D9%CEB$A&
M8EFZP.IG0V8DRTI/:AQ_UTZ-)F9IN/^\|_Z[)]_(O&)!9BS[EB9R-3)Z!DK(_M_A>9?&+;CZ0FY)?
^8I8)_1]M:ZQEH+@0DN6UL1I!GM+]%_^HA=@S4'Y@_ZN1'\VD!3-RON6K@(2SP>&/9_0X?T*S+_?
W7Q[0\\?)TQQ=1T3B-!,WZ_-Z_M>8[0]=4-ND(F$BQ,B4_I12\TE>)VK^/KBA4"TT1U7AVTAZ948RTCFG$]KFDU_M+N?
$N%QTSZA<"32G"4D_^ZC;/NBP-Y5&C5#.3JBIT^GPX3F_$'UPOMH;G9UQ5_.8'=0D4_*K3MWB%]#]_"Q_<:U
%%OZ'H=U*<9!F+_ML=Y-V_(1S&E*EP))A@]Z(4*21&U40O(T+A]U$D)XBSF<;:I8_@&1?DL2_!.T_MJ$8_QO;;>D_@MP?
+$31R!-UR)'\5FC2MI_ZVW"#3&"(;',=W?=]]T0503M_6_M)0)0H1,&+<8_*G#[#DPY;"B'_Y5RDF:%!/>#:0@L^V/2_H@#:
T@#]-.E>_M0[K7F5HC0IG:YT\FU]XED^LEG467=#:_D+.#*>@W4]#O7'??='6IUAW>]%UN
M2785C]JSA53EC,I#]B;27Q^Z5F5.]?H&F]W^T7?1"_MV>U%"]-!KYV((U>NW_ML]64#8L2X@[%@8$'9:F;T"VNY49]K7
MP2Y%H37A*&9YSFH%M!8)RS+,]Y>Z%Y:E"A3N)Q3KSO+:LL_PMRT+##N2!8:%_MUL&??4(EYTTEIU.E[%X9%]&I"F7;

*[PEU G>DU GBC9?D8M]VB"K;MV"3<["Q6!*+>]+[Z']F0Q]PZMZC2QU+<% M0K$LJ*Q.(DUO?P5O_4'LQLH#\J;S#T(?G-?77]<8_Y,J4"962A0EEW MH4H*O+I1J!J2K?61^95)=0#7CRN"$\)+@'J_8$SN&F6 YEYG_"]02P,$% M @ UX("6=-UF#A, P_PH !D !X;"]W;W)K&ULM59M;]LV$/XK!PTH.B"+7NPX+[,%Q$FZN]B=P.G6#\,^T-+)(B*1&DG9 M+; ?WZ/>XJ**-@3S%XND><\]?(['N^E>]B>=(AKXDF="SYS4F.+*=7648L[T MJ2Q0T#^)5#DS-%5;5Q<*65P9Y9D;>-[$S1D73CBMUAY4.)6ER;C !P6ZS'.F MOLXQD_N9XSOMPIIO4V,7W'!:L"T^HOF]>% T-91IAA9"P$H\\.;S#++!+Q^+L!=3J?UO!P MW**_]PY/A]DPC3&!.#G(OZR[XT0AP8C/T7#(+&(*AXUXXJEK?,L'"]Y!Z4W4UH=E =M;(F M?%O0.VOD1@WTO(8.7H">P%(*DV]X$S'&W]N[1+/C&K1 MI3_TG98&,SU7WVZU-CC?FR;9U>Z8!'.'$HDC6]'3OCF)W_B_3K ?-PQ'P^A MAZLRWZ "F5#.6.YLDV$KC(9_^C6J:=?9Q6PS>9=Z$_=70^7LX[+V2"7^])H M'B/<)_"9Z91D-%*IN2'#'VDR,P/^^8G__'MV#?)P=&&&O$N0/K[G/P1]TA_TBX[$Q2")-3T;]@K[=<&4:>_=&G]F=ZO*(E^+R",Q)[_F)]P8C\KVZ MBM0]=+=KE'AA;=, VL7^M_Y&M]^NEOBG;[P./@'I<2D')V=;7 MWB.._K54N <]28Y]6W5>FMZB4IBZ/>E6N^[NNNYIGK?7K>&2]2T7&C),R-0[ M/2>_]NZVZHF11=7A;*2A?JD:IM2AHK(;Z/]$2M-.K(.NYPV_ 5!+ P04 M" #7@@)9],EYD*,' V,@ &0'AL+W=OFND<1GFGAF8V";3O,Q2;9]Z/2!V$K,+ 87Y"3; M7U^!"1CI1B&L\I(8?.Z!>R0N]PA\^)7W\H5I319,;8YF$[+Q8]N MX_)3OJ$9_^8V+]8QXYO%W;3<%#1>UD'K=(I-TYFNXR2;S [K?1?%[##?LC3) MZ$5AE-OU.BZ^'],T?SB:H,G3CLOD;L6]'=/9X2:^HU>4?=U<%'QKVK(LDS7- MRB3/C(+>'DT^HX.(D"J@1OR9T(=R[[-1I7*3Y]^]C9/ET<2LSHBF=,$]BIC_ MNZ=SFJ85$S^/?QO227O,*G#_\Q-[5"?/D[F)2SK/T[^2)5L=3;R)L:2W\39E ME_G#;[1)R*[X%GE:UG^-AP9K3HS%MF3YN@GF9[!.LMW_^+$18B^ || !N G M8H#U3 !I LC0(UA-@#7T"'838 |-<)H I]9^)U:M=!"S>'98Y ]&4:$Y6_6A M']XZF@N<9-7,NF(%_S;A<6QV%7XY#<^NC9.SZ/SR]//UR?F9\=&XXA-XN4VI MD=\:EW219XLD3>)Z*O ]9WS"GV]HP7=D=\9)MLC7#7*3%RR^X7%7](Y//U8:M[P/*XB0M/W#6KU>!\?[=!^.=D63&]2K?EG&V+_^GC.=1GZ<\3/GM3(S3/&.KT@BS)5T"'\8$ZWE'$3[E^K8CX2<1CK"3\?9M],HCYBX%-;_'G,Q\> M3J!'T?NSHX8\=/5*'!W3!PQ$4WM.2M!.2U'SDN0FYFSG-9-I-L%T!K6;?WW]P MN'"'Z+K\!YHX.VX+YJZ]]$&YB1?T:,++<$F+>SJ9_?P3WL]2^E8&:>?(F7@("_G. 91#+ $5R"C7]I$M: >@L(-%[939C=3.;;5SME97ZG*UHT6AFO&]FWH<#2#Y79UG621;H) MUDD6:R'I#Z[5#ZRDOBXNBNBC8 M=]YI9MQ?U#=D56GQI,GZ$2-7F-)S&"66%@!E$5\H\B& (K[E"I>',LN1&O]M MAKY2PR\TXW4E-7B/:\1+WKHG):O]S+VZ2OMR8@XB@DAS".5XIBE@$*8$$O0 M$H(16ZQND3+=D6(BL_,IE+.ZR+.RJX17.0E@ZV#*64CR#('(!^Q90NR!"\SMA1"3342F2)W:6.GV+!Y22A=03KMH_%L]'==5:_U?O0/4$ $"$<\7+V@0ARSQ M7A9 .,OSQ%D=@CCLV^),5.<[5D_IYDC'+>MB2"$F(Y%9]XE]@@ '-< M7Y]* QYGE@[0Q!''&R+ BH3'"M@9_&0TE/T.@=0//+R-2Q#;$?L\0$0GYW2M13R *E)G-%:QSB8AM4^]^M0T+^&*9P'W0LL5FU/U$5];-VEE"[6R1;K8^F/5 MV3&D]F/*L9(M$3A6 P[2'02$,Q%2*H*(S7!.DN]19&#'5.#*FMV#S>))7_MKXQJ,F'; FZ0$.",?"P55AG%NT@L"BBC,+(M<1$ @"$3>404\"W<&.KL&%):M@MEU7LD7ER5]IC-RY2P\!UE2GPX"^;U+6D,9RA@.98P:8&^]Q3=-$W=SNJ]. MYVB0VM)S1;-L2;P5S"(:1*5IJ (:021QQM?0+"F<3T12NC3G6LE)TUQ&IK.'3M&,O.#)L.ED248;Q\2\X:@%FF+RY?A ", MN,@7U][5*8Z5L'.#6.T&ARXA8]F;$O0YA[+7M;UM7*G,R"@+$:E4RRB,+.**EX@,\VUI)5F=WUC].D^)U9[RI=X>RQ8/N;P/7W+QKVK]Y:>$EK2*-H=0 M\EH'@/*Q+?5;(H@]1*^A6G&G6G&ZB>3@YM^^<$@(H[4L (H;$HMOXS"KQB( M,810MB=YIK>PGZ2SGT1M/XVNP3V9S:8JL/ M8+C+N,#(&3ZXL4!6&'YVG@+(TSVWGU5/QA]J]L?.7RN7^T7]A^C@SD" M]@?H(-S]A*&CW_VBXC0N[I*L-%)ZRP]E?G+YM"EV/U+8;;!\4[]4?Y,SE]_K MCRL:+VE1 ?CWMWG.GC;] [0_%9G]#U!+ P04 " #7@@)9[5V#ES8$ " M& &0'AL+W=ONN6Z:IOW@P)/$*MB<;9*[_WXV$!I:PA+-M_[0@/'W M\]C^FL?8XQWC3V(#(-'7)*9B8FVD3*]M6X0;2+#HL!2H>K)B/,%2W?*U+5(. M.,I%26R[CC.T$TRH-1WG9?=\.F:9C F%>XY$EB28?[N!F.TF5M?:%SR0]4;J M GLZ3O$:%B ?TWNN[NR*$I$$J"",(@ZKB37K7@==5POR&K\3V(F#:Z2[LF3LM2=_<11/+T2V"&$*I$5C];&$.<:Q)]AU?2JA5Q=3"P^L]/<@[KS]SQ +F+/Z#M1'(SL2XM%,$*9[%\8+M;*#LTT+R0Q2+_CW9%W>'00F$F)$M*L6I!0FCQB[^6 MW$@4)QF@5L*W%,%O5+0>RGH'Q'T2T' 5,&@% Q.%0Q+P3 ?^V*P\I'VL,33M,6<[Q'5M1=,7N5VY6@TPH7IF+2173XG2R>GB=O;@WWYZ[_D/BY^0_]OCW><_MT<_H(^8<:|_16P\D)K%XITH?%QYZ^^;=V)8]LM;;81GEIHCB'HG20Q\8E1N! M?!I!U*"?M^N'+7I;];CJMKOO]HW;"OPUHQW4P["CIT>A!N\R#4$7O-D6OC66OFD*]G-<[PO,_9$1^0QX1DI-EEB>,V9H# MJ_0D!?KKO:J/[B0DXN^FF5/ ^\UPG5BO18I#F%@]Y?[)1H- M*\(-#AK9[3N.4Q_D^>M:+VIXKVNXEZ\X?FOGSAU?0[":#\/*AV&K#ZV9LFF<M6W'GOA@F89Y)F&\2%AB"U0P>50:/ON=2.#)IMTF89Q+FFX0%AF_UNR\KNR]; MW^)#ZM>P.G^*NG_\!0V)K#5Y7#5__WQTYKP'/]-0GS3,+\JQ,^PP)#$6O6=IWGK:_3 M:NY,HL\;0!\P?P*)/]U6PE=H_OB&ZAQE]L*/-<\HS3/*,TW2@M,T>I&'YQO M=+_GLES23;ENDN89I?E&:8$I6MUU]]EU]Z356;+PZ4(MP_J<-=_^"!:KGU0] M4WD\(13K"=%H?&N LXUW7R]Y_<8ESS,:V#=*"TS1"E?M@Z/+!/@Z/V06*&09ME<5Q7E5:'63/\N/;%^7S[K57'$<_8XK3<97?UX0*%,-*(9W.2&T!>7'@7-Q( MEN8'I$LF)4ORRPU@M4G6%=3S%6-R?Z,#5,?^TW\ 4$L#!!0 ( ->" EE2 M%$R4_@( .(( 9 >&PO=V]R:W-H965TYR*9R*)2(I4$$811R68^N\>Q8,=+P)^$E@(VICI)7<,_:@ M)]?1V')T0I!*#4#5G]KN(0DT40JC=\EIU5MJ8'U\9;]L]&NM-QC 9'*$#9",18PX"$8H6E$AQK!;5 M^#9FN< T$B-;]NQU#G989GI19.J^D&D/W3 J8X$F-(*H 7 9CA^TX&WE6F6= MN[7NPFTE )+3#NHYQ\AUW%Y3/]^'>PWPX+]W?Z:F5UV$GN'KO<#7>LI-IU70 M>DBQX(])G-G]5C5X;NW\M1(YI M:%ZU'F> M]>I7]O]M]NY,^80(X35PU0U0QHG2F$O)!EQ$4L2S,73:]/.8]-A7>>P,W!W M=+:F\Z_WH7E+K]F2067)H-62;ZHE9YR% ,W%K$ /ZN?@G>ZHW( 9/=NRK K PZA( T !X;"]S='EL97,N>&ULW5A=:]LP M%/TK1EU'"Z-.XL6-UR2P!0[#;13:A[T5)983@2QYLM(E_?75M6SGH[JEZ\.6MS"&U=( /N4?2=24R+,U:L-L%8R98Y4*6(I(PIO@4AN5LP7):7]B"28MD2N?4 MV*Z>AV6A&4U+(.4B['4Z<9A3+LEX*)?Y=6[*8*:6THQ(OPT%[O8U'9%N )$$ M3FZB4C8B]V?O?RV5N7H7N/O)AY.3SOWYU7[\K +.2>@5[:]"]**#ZUH,DXY? M)?V",B9\N2O<^#BU4]VI4XP\|) W3$<+ZP49#S,E-^L2$1>PNC1GP0,5(S*A M@D\U!U9&&.1"M 9[Q7&PX(:P[2\MIW]X2KX# K]]MVZL_[GF]Z[O3[9$*]:33)5 M.F6Z3=,E36@\%"P#.YK/%W W]@@!-$;EMI%R.E>25AX:1MVPLC,FQ"V\2#^S M'>U5MK5B'5@OV3:MH;KI9%P']+?5G/:V;.]-ND'!'Y3YLK3#D54?ZI/=:);QM5=5?9:T!3+V+]].B$.O/@L]ESMS@7YUP/*0-+U@HS1]M-BB5F0TP38('I@V? M;4=^:UK'0 =9/\83,:'8/(H:G)P^":CY"]AO7^O75(V#DBM-$ CF(C\@..=&*3 M-)@NN3!)S#8A_MWH"1)/[5QO( UL%K'8@OS\/U)2?$T6P]I@W[ W&D23!$*A%?XW&,3([,7S\ MZX.])5&4)'X$,+^#*,(0>![MQ!', 'C DB]I]<&_"IM]*MS\NC5^ E!+ P04 M " #7@@)9EX][', 3 @_"P%]R96QS+RYR96QSG9*Y;L,P#$!_MQ=">, ?0(8@S9?$6!/D!5](/V!(%BD6=OZ :I7&0"QEY/3P2W!YI0.TXI+:+M]1C]$%)I6M6X 4BV)8]ISI%"KM0L'C6'TD!$VV-#L%HL/D N&6:WO606IW.D M5XA-/E_G;@M2=&A(E@6FD7)TZ(=I7\=Q :0T^FO8R*T>EQH^7%H5 J.W&,EC'%BM/XU@LD/ M['X 4$L#!!0 ( ->" EDV%H?0'P0 (@? / >&PO=V]R:V)O;VLN M>&ULQ9E=CYLX%$#_BL7+3A^Z"1\S;4=-)28X$Z0$LIA$FJ?* \[$*H'()IEM M?_T::%2S)5=]\>2)V!!SN#8^ON;S:R6^/5?5-_3OOBCEQ-K5]>%^-)+9CNVIM_+LZL%*=V59B3VM5%"\C>1",YG+'6+TO1LYX?#?:4UY:7SZ?VUJ)D5ZH:I;5 MO"I595.QX>Q5_CK?%-&)2_[,"UY_GUCM[X)9:,]+ON<_6#ZQQA:2N^IU7@G^ MHRIK6I!,5$4QL>SNQ(:)FF>_59,&,J7/L]VIZ7-"%$[$7R MP#YX6]04Y ,-8[.8"?87"+>=]R.!/C$LE+6:8::J3P.T M4/W9CC95"%.T\I_\AX6."5G%-JR5*$XQ^W20-VS#XB!S/\'O'_S.;\N5M,IV*9*R[UX:481MV!O:3*(P>U9C#20.XC"/4,NN D"YLP[X@^+$9;FKDS>)D M^5OL($G8ABW1QFD>+]3[0?Y]UP'ID]X&B<(V;(H5_8Y.$]V8:/]>9@P%7&9% M)8^"Z4MHR!..84^$I>0Y$R@5-%=)#_*%H.4+:_XE=49('(YA<8#*[2V]'# = M,2P.T&]]3$@ESE54@FY4-EPP^4['A)SB7,4I@YB07!S#7>D.B;D&,>P M8P:F\,%00IIQ3&MF8"X?*

A(2$X[QY6H)N E937O09(?$XUTQ1OKKZQ@BD'O?M M4I3!&+J0<]QK)BO]&$+.
<;_J'$_'!#?!##L'QKS5,2'GN(:=TTO]AL^!'&,/V&<;L7O."(1T3LI#W%MMI_U^F
M_PJGC@E9R#.=\0QCGL.I8T(6\EH+CHS6F0K@9I#MV_M MW39;3MMC44Q575PN*IJ?/R2?/X)_^0]02P,$% @
UX("6;DCVC>R 0 M5!P !H !X;"]?28*[#X("CA6BC1H3F7-6+[^]T_6^.TS[NJ\ M;0YILVW3X+C?'=*TVN3]CD&'
MPW'H[F=4[V_W,P?S4QO_,[%9K;:+^-$LOO?QD/\8''Z:[BMM8LS58%YWZYBG M53CN;MLI7"[R=)Y<#6;+:=7-
EE*%TD$*05H^R"#(R@RP>]0-!+^: )!$W*!\D091P2)/6P)M!:D&LA\%H0;"$06Y!L(3!;
M$&TA4%N0;2%P6Q!N(9!;D&XAL%L0;R'06U%O)=!;46\ET%M[']L$>BOJK01Z
M*^]M!'HKZJT$>BOJK01Z*^]M!'HKZJT$>BOJK01Z&^IM!'H;ZFT$>AOJ;01Z M6^^PA$!O0[V-0&]#O8U ;T.]C4!O0[V-
0&]#O8U ;T.]C4!O1[V=0&]'O9U M;T>]G4!O1[V=0&_O'783Z.VHMQ/H[:BW$^CMJ+<_4N^43[N8;CW7-;[_D53G M\
[/Q]OK+\KK98^>"" EEEX9FUMP$ &4< 3 M 6T-O;G1E;G1?5'EP97-=+GAM;,W9R6[",!0%T%]!V2)B/)0. C9MMRV+
M_H";/$A$$ENVH?#W=<(@M:*HB$]JFT2)[7=?;.EL,G[;6O*]35TU?I(4(=@' MQGQ64*U]:BPU<61N7*U#?'0+9G6VU
MB8C@5:'W MO(FO?6F:2>*H\DGO<3>QS9HDVMJJS'2(XVS=Y-]2!ON$-*[LYOBBM+X?)R3L M9$(I\G/ ?
MWKFIPK<^K-M LONHZSV*9B/FPK\NGY$B=Z-/-YF5%NLE4=EZ3>
M.M*Y+XA"7:6[HOWSR2'N,.VN_.K\KLRYP#ASYHSU\<0<71YW.))V]<#&0N1" M>?X3CXFQ]-7?
1^UIYY3_,CMN[X=QR^X\/.MNU^_QUS,^UK^P#P'2AP3I0X'T M<0/2QPBDCUN0/NY
^K@'Z8,/41I!$96CD,I13.4HJ'(453D*JQS%58X"*T>1 M5:#(*E!D%2BR"A19!8JL
D56@2*K0)%5H,@J4&25*+)*%%DEBJP215:)(JM$ MD56BR"I19)4HLDH4616*K
I%5H4BJT*15:'(JE!D52BRJO^4]=V8Y5__^&KO M::W+YI#/NK^+TT]02P$"% ,4 " #7@@)9!T%-8H$ "Q $ M @ $
9&]C4')O<',O87!P+GAM;%!+ 0(4 Q0 ( ->" EEV MKC)J[0 "L" 1 " :\ !D;V-0" EF97)PC$ 8 )PG 3 " &UL4$L! A0#% @
UX("60[$#TW;!0 MHA\ !@ ("!# @ 'AL+W=O" EEJ!M?:E 8 !0: 8 " @1T. M !X;"]W;W)K&PO=V]R:W-H965T&UL4$L!
A0#% @ UX("6=4%['I%!@ 2QT !@ M ("!'Q@ 'AL+W=O" M ED7HN)@G , (L, 8 " @9H> !X;"]W;W)K&PO=V]R:W-
H965T&UL4$L! A0#% M @ UX("62KUH=&V @ ] < !@ ("!!B\ 'AL+W=O&PO M=V]R:W-H965T&UL4$L! A0#% @
UX("6=75##SA"@ MBAL !D ("!@C\ 'AL+W=O&PO=V]R:W-H965T" EG6 M L< )P< *L5 9 " @=M/ !X;"]W;W)K&UL4$L!
A0#% @ UX("60J(ZSW> P @0@ !D M ("!.5< 'AL+W=O&PO=V]R:W-H M965T" ED#4*'V=P@ %T7 9 M " @5=C
!X;"]W;W)K&UL4$L! M A0#% @ UX("669-'U#!! '0L !D ("!!6P 'AL M+W=O&PO=V]R:W-H965T" EE4OU?MK < ( 4 9 "
M@2UV !X;"]W;W)K&UL4$L! A0#% @ UX(" M6=-/<9:R!0 3 T !D ("!$'X 'AL+W=O&PO=V]R:W-H965T" ED0PNQ 1 (
(H& 9 " @:J& !X;"]W;W)K M&UL4$L! A0#% @ UX("6>1H,AY2#@ ,B< M !D ("!)8D 'AL+W=O&PO=V]R:W-H965T"
EGGL.DX M#P0 '4* 9 " @?J: !X;"]W;W)K&UL4$L! A0#% @ UX("6:YJZ.*& P (PD !D M ("!0)\ 'AL+W=O&PO=V]R:W-
H965T M" ED$? 70:P4 ,0. 9 M " @:.F !X;"]W;W)K&UL4$L! A0# M% @ UX("68,./8#+ @ $@8 !D ("!1:P 'AL+W=O
M&PO=V]R:W-H965T" EG-*V-UP ( /8) 9 " @&UL4$L! A0#% @ UX("6;HN MS?K @ 00D !D ("!P;0
'AL+W=O&PO=V]R:W-H965T" EDX6YNH6P, . / 9 " @>'# !X;"]W;W)K&UL4$L! A0#% @ UX("68/ 9X#B @ I0@ !D M ("!
<|< 'AL+W=O&PO M=V]R:W-H965T" EDJQ'+]WP0 M *@> 9 " @3'. !X;"]W;W)K&UL4$L! A0#% @ UX("61=5$!%9!
H1L !D ("! M1], 'AL+W=O&PO=V]R:W-H965T" EG3&!-KY@0 .DD 9 M " @5/; !X;"]W;W)K&UL4$L! A0#% M @ UX("6=-
33T: @ -00 !D ("!<. 'AL+W=O&PO=V]R:W-H965T" EGISIU1D 4 "XD 9 " @5GF !X M;"]W;W)K&UL4$L! A0#% @
UX("6= 7'Y=' M! XQ$ !D ("!(.P 'AL+W=O\ >&PO=V]R:W-H965T" M EFHR7F0HP< #8R 9 " @2'T !X;"]W;W)K&UL4$L!
A0#% @ UX("6>U=@Y&PO=V]R M:W-H965T" EGG;LJP*P, .H2 M - " 9T# 0!X;"]S='EL97,N>&UL4$L! A0#% @
MUX("69>*NQS $P( L ( !\P8! %]R96QS+RYR96QS M4$L! A0#% @ UX("6386A] ?! B!\ | ( !W " EFY(]HWL@$ %0< : M "
2@, 0!X;"]?" EEEX9FUMP$ &4< 3 " 1(. 0!; H0V]N=&5N=%]4>7!E&UL4$L%!@ W #< ^ X /H/ 0 $! end XML 63 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 64 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 66
FilingSummary.xml IDEA: XBRL DOCUMENT 3.24.2.u1 html1712091false470false9 falsefalseR1.htm0000001 -
Document - CoverSheethttp://elmecommunities.com/role/CoverCoverCover1 falsefalseR2.htm9952151 - Statement -
CONSOLIDATED BALANCE
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BALANCE SHEETS (Parenthetical)Statements3 falsefalseR4.htm9952153 - Statement - CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONSSheethttp://elmecommunities.com/role/CONDENSEDCONSOLIDATEDSTATEMENTSOFOPERATIONSCO CONSOLIDATED STATEMENTS OF OPERATIONSStatements4 falsefalseR5.htm9952154 - Statement - CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)Sheethttp://elmecommunities.com/role/CONDENSEDCONSOLIDATEDSTATEMENTSOFCOMPREHENSIVEINCO CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)Statements5 falsefalseR6.htm9952155 - Statement - CONSOLIDATED STATEMENTS OF EQUITYSheethttp://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFEQUITYCONSOLIDATED STATEMENTS OF EQUITYStatements6 falsefalseR7.htm9952156 - Statement - CONSOLIDATED STATEMENTS OF EQUITY (Parenthetical)Sheethttp://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFEQUITYParentheticalCONSO STATEMENTS OF EQUITY (Parenthetical)Statements7 falsefalseR8.htm9952157 - Statement - CONSOLIDATED STATEMENTS OF CASH FLOWSSheethttp://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFCASHFLOWSCONSOLIDATED STATEMENTS OF CASH FLOWSStatements8 falsefalseR9.htm9952158 - Disclosure - NATURE OF BUSINESSSheethttp://elmecommunities.com/role/NATUREOFBUSINESSNATURE OF BUSINESSNotes9 falsefalseR10.htm9952159 - Disclosure - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND BASIS OF PRESENTATIONSSheethttp://elmecommunities.com/role/SUMMARYOFSIGNIFICANTACCOUNTINGPOLICIESANDBAS OF SIGNIFICANT ACCOUNTING POLICIES AND BASIS OF PRESENTATIONSNotes10 falsefalseR11.htm9952160 - Disclosure - REAL ESTATESheethttp://elmecommunities.com/role/REALESTATEREAL ESTATENotes11 falsefalseR12.htm9952161 - Disclosure - UNSECURED LINE OF CREDIT PAYABLESheethttp://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLEUNSECURED LINE OF CREDIT PAYABLENotes12 falsefalseR13.htm9952162 - Disclosure - NOTES PAYABLENoteshttp://elmecommunities.com/role/NOTESPAYABLENOTES PAYABLENotes13 falsefalseR14.htm9952163 - Disclosure - DERIVATIVE INSTRUMENTSSheethttp://elmecommunities.com/role/DERIVATIVEINSTRUMENTSDERIVATIVE INSTRUMENTSNotes14 falsefalseR15.htm9952164 - Disclosure - FAIR VALUE DISCLOSURESSheethttp://elmecommunities.com/role/FAIRVALUEDISCLOSURESFAIR VALUE DISCLOSURESNotes15 falsefalseR16.htm9952165 - Disclosure - SHARE-BASED COMPENSATIONSheethttp://elmecommunities.com/role/SHAREBASEDCOMPENSATIONSHARE-BASED COMPENSATIONNotes16 falsefalseR17.htm9952166 - Disclosure - EARNINGS PER COMMON SHARESheethttp://elmecommunities.com/role/EARNINGSPERCOMMONSHAREEARNINGS PER COMMON SHARENotes17 falsefalseR18.htm9952167 - Disclosure - SEGMENT INFORMATIONSheethttp://elmecommunities.com/role/SEGMENTINFORMATIONSEGMENT INFORMATIONNotes18 falsefalseR19.htm9952168 - Disclosure - SHAREHOLDERS' EQUITYSheethttp://elmecommunities.com/role/SHAREHOLDERSEQUITYSHAREHOLDERS' EQUITYNotes19 falsefalseR20.htm995410 - Disclosure - Pay vs Performance DisclosureSheethttp://xbrl.sec.gov/ecd/role/PvpDisclosurePay vs Performance DisclosureNotes20 falsefalseR21.htm995445 - Disclosure - Insider Trading ArrangementsSheethttp://xbrl.sec.gov/ecd/role/InsiderTradingArrangementsInsider Trading ArrangementsNotes21 falsefalseR22.htm9954471 - Disclosure - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND BASIS OF PRESENTATIONS (Policies)Sheethttp://elmecommunities.com/role/SUMMARYOFSIGNIFICANTACCOUNTINGPOLICIESANDBASISOFPR OF SIGNIFICANT ACCOUNTING POLICIES AND BASIS OF PRESENTATIONS (Policies)Policies22 falsefalseR23.htm9954472 - Disclosure - UNSECURED LINE OF CREDIT PAYABLE (Tables)Sheethttp://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLETablesUNSECURED LINE OF CREDIT PAYABLE (Tables)Tableshttp://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLE23 falsefalseR24.htm9954473 - Disclosure - DERIVATIVE INSTRUMENTS (Tables)Sheethttp://elmecommunities.com/role/DERIVATIVEINSTRUMENTSTablesDERIVATIVE INSTRUMENTS (Tables)Tableshttp://elmecommunities.com/role/DERIVATIVEINSTRUMENTS24 falsefalseR25.htm9954474 - Disclosure - FAIR VALUE DISCLOSURES (Tables)Sheethttp://elmecommunities.com/role/FAIRVALUEDISCLOSURESTablesFAIR VALUE DISCLOSURES (Tables)Tableshttp://elmecommunities.com/role/FAIRVALUEDISCLOSURES25 falsefalseR26.htm9954475 - Disclosure - EARNINGS PER COMMON SHARE (Tables)Sheethttp://elmecommunities.com/role/EARNINGSPERCOMMONSHARETablesEARNINGS PER COMMON SHARE (Tables)Tableshttp://elmecommunities.com/role/EARNINGSPERCOMMONSHARE26 falsefalseR27.htm9954476 - Disclosure - SEGMENT INFORMATION (Tables)Sheethttp://elmecommunities.com/role/SEGMENTINFORMATIONTablesSEGMENT INFORMATION (Tables)Tableshttp://elmecommunities.com/role/SEGMENTINFORMATION27 falsefalseR28.htm9954477 - 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UNSECURED LINE OF CREDIT PAYABLE - Narrative (Details)Sheethttp://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLENarrativeDetailsUNSECURED LINE OF CREDIT PAYABLE - Narrative (Details)Details32 falsefalseR33.htm9954482 - Disclosure - UNSECURED LINE OF CREDIT PAYABLE - Schedule of Revolving Credit Facility's Unsecured Line of Credit Unused and Available (Details)Sheethttp://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLEScheduleofRevolvingCreditFac LINE OF CREDIT PAYABLE - Schedule of Revolving Credit Facility's Unsecured Line of Credit Unused and Available

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Accounting policies describe all significant accounting policies of the reporting entity." } } }, "auth_ref": [ "r89" ] }, "us-gaap_CarryingReportedAmountFairValueDisclosureMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "CarryingReportedAmountFairValueDisclosureMember", "presentation": [ "http://elmecommunities.com/role/FAIRVALUEDISCLOSURESScheduleofCarryingValuesandEstimatedFairValuesofFin ], "lang": { "en-us": { "role": { "terseLabel": "Carrying Value", "label": "Reported Value Measurement [Member]", "documentation": "Measured as reported on the statement of financial position (balance sheet)." } } }, "auth_ref": [ "r52", "r53" ] }, "us-gaap_CashAndCashEquivalentsAtCarryingValue": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "CashAndCashEquivalentsAtCarryingValue", "crdr": "debit", "calculation": { "http://elmecommunities.com/role/CONSOLIDATEDBALANCESHEETS": { "parentTag": "us-gaap_Assets", "weight": 1.0, "order": 1.0 }, "http://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFCASHFLOWS": { "parentTag": "us-gaap_CashCashEquivalentsRestrictedCashAndRestrictedCashEquivalents", "weight": 1.0, "order": 1.0 } }, "presentation": [ "http://elmecommunities.com/role/CONSOLIDATEDBALANCESHEETS", "http://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFCASHFLOWS" ], "lang": { "en-us": { "role": { "terseLabel": "Cash and cash equivalents", "label": "Cash and Cash Equivalents, at Carrying Value", "documentation": "Amount of currency on hand as well as demand deposits with banks or financial institutions. Includes other kinds of accounts that have the general characteristics of demand deposits. Also includes short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates. Excludes cash and cash equivalents within disposal group and discontinued operation." } } }, "auth_ref": [ "r16", "r129", "r605" ] }, "us-gaap_CashAndCashEquivalentsFairValueDisclosure": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "CashAndCashEquivalentsFairValueDisclosure", "crdr": "debit", "presentation": [ "http://elmecommunities.com/role/FAIRVALUEDISCLOSURESScheduleofCarryingValuesandEstimatedFairValuesofFin ], "lang": { "en-us": { "role": { "terseLabel": "Cash and cash equivalents", "label": "Cash and Cash Equivalents, Fair Value Disclosure", "documentation": "Fair value portion of currency on hand as well as demand deposits with banks or financial institutions. Includes other kinds of accounts that have the general characteristics of demand deposits.*

*Also includes short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates." } } }, "auth_ref": [ "r829", "r830" ] }, "us-gaap_CashAndCashEquivalentsRestrictedCashAndCashEquivalentsPolicy": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "CashAndCashEquivalentsRestrictedCashAndCashEquivalentsPolicy", "presentation": [ "http://elmecommunities.com/role/SUMMARYOFSIGNIFICANTACCOUNTINGPOLICIESANDBASISOFPRESENTATIONS ], "lang": { "en-us": { "role": { "terseLabel": "Restricted Cash", "label": "Cash and Cash Equivalents, Restricted Cash and Cash Equivalents, Policy [Policy Text Block]", "documentation": "Entity's cash and cash equivalents accounting policy with respect to restricted balances. 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Excludes amount for disposal group and discontinued operations. 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. 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These shares represent capital invested by the firm's shareholders and owners, and may be all or only a portion of the number of shares authorized. Shares issued include shares outstanding and shares held in the treasury." } } }, "auth_ref": [ "r67" ] }, "us-gaap_CommonStockSharesOutstanding": { "xbrltype": "sharesItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "CommonStockSharesOutstanding", "presentation": [ "http://elmecommunities.com/role/CONSOLIDATEDBALANCESHEETSParenthetical", "http://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFEQUITY" ], "lang": { "en-us": { "role": { "terseLabel": "Shares of beneficial interest, outstanding (in shares)", "periodStartLabel": "Beginning balance (in shares)", "periodEndLabel": "Ending balance (in shares)", "label": "Common Stock, Shares, Outstanding", "documentation": "Number of shares of common stock outstanding. Common stock represent the ownership interest in a corporation." } } }, "auth_ref": [ "r7", "r67", "r526", "r543", "r896", "r897" ] }, "us-gaap_CommonStockValue": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "CommonStockValue", "crdr": "credit", "calculation": { "http://elmecommunities.com/role/CONSOLIDATEDBALANCESHEETS": { "parentTag": "us-gaap_StockholdersEquity", "weight": 1.0, "order": 2.0 } }, "presentation": [ "http://elmecommunities.com/role/CONSOLIDATEDBALANCESHEETS" ], "lang": { "en-us": { "role": { "terseLabel": "Shares of beneficial interest, $0.01 par value; 150,000 shares authorized; 88,011\u00a0and 87,867 shares issued and outstanding,\u00a0as of June 30, 2024 and December 31, 2023, respectively", "label": "Common Stock, Value, Issued", "documentation": "Aggregate par or stated value of issued nonredeemable common stock (or common stock redeemable solely at the option of the issuer). This item includes treasury stock repurchased by the entity. Note: elements for number of nonredeemable common shares, par value and other disclosure concepts are in another section within stockholders' equity." } } }, "auth_ref": [ "r67", "r473", "r644" ] },
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Excludes changes in equity resulting from investments by owners and distributions to owners." } } }, "auth_ref": [ "r13", "r138", "r140", "r145", "r464", "r480", "r481" ] }, "us-gaap_ConcentrationRiskBenchmarkDomain": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ConcentrationRiskBenchmarkDomain", "presentation": [ "http://elmecommunities.com/role/SEGMENTINFORMATIONNarrativeDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Concentration Risk Benchmark [Domain]", "label": "Concentration Risk Benchmark [Domain]", "documentation": "The denominator in a calculation of a disclosed concentration risk percentage." } } }, "auth_ref": [ "r18", "r19", "r54", "r55", "r228", "r588" ] }, "us-gaap_ConcentrationRiskByBenchmarkAxis": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ConcentrationRiskByBenchmarkAxis", "presentation": [ "http://elmecommunities.com/role/SEGMENTINFORMATIONNarrativeDetails" ], "lang": { 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interest or other means of exerting influence) in other entities, for example consolidation or use of the equity or cost methods of accounting. The accounting policy may also address the accounting treatment for intercompany accounts and transactions, noncontrolling interest, and the income statement treatment in consolidation for issuances of stock by a subsidiary." } } }, "auth_ref": [ "r35", "r607" ] }, "us-gaap_CorporateAndOtherMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "CorporateAndOtherMember", "presentation": [ "http://elmecommunities.com/role/SEGMENTINFORMATIONScheduleofReconciliationofNetOperatingIncomeofReport ], "lang": { "en-us": { "role": { "terseLabel": "Other", "label": "Corporate Segment and Other Operating Segment [Member]", "documentation": "Component of entity providing financial and operational oversight and administrative support considered to be operating segment and operating segment, classified as other. Excludes intersegment elimination and reconciling item." } } }, "auth_ref": [ "r776" ] }, "us-gaap_CostOfGoodsAndServicesSold": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "CostOfGoodsAndServicesSold", "crdr": "debit", "calculation": { "http://elmecommunities.com/role/SEGMENTINFORMATIONScheduleofReconciliationofNetOperatingIncomeofReport*

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own-share lending arrangements and any other contractual agreement to repay funds, and about the underlying
arrangements, rationale for a classification as long-term, including repayment terms, interest rates, collateral
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Includes, but is not limited to, notes payable, bonds payable, commercial loans, mortgage loans, convertible debt, subordinated debt and other types of debt." } } }, "auth_ref": [ "r10", "r106", "r296" ] }, "us-gaap_DebtInstrumentFaceAmount": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DebtInstrumentFaceAmount", "crdr": "credit", "presentation": [ "http://elmecommunities.com/role/NOTESPAYABLEDetails", "http://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLENarrativeDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Debt instrument face amount", "label": "Debt Instrument, Face Amount", "documentation": "Face (par) amount of debt instrument at time of issuance." } } }, "auth_ref": [ "r270", "r417", "r418", "r623", "r624", "r643" ] }, "us-gaap_DebtInstrumentLineItems": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DebtInstrumentLineItems", "presentation": [ "http://elmecommunities.com/role/NOTESPAYABLEDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Debt Instrument [Line Items]", "label": "Debt Instrument [Line Items]", "documentation": "Line items represent financial concepts included in a table. These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table." } } }, "auth_ref": [ "r160", "r270", "r271", "r272", "r273", "r274", "r276", "r281", "r282", "r283", "r284", "r286", "r287", "r288", "r289", "r290", "r291", "r294", "r622", "r623", "r624", "r625", "r626", "r643", "r768", "r845", "r847" ] }, "us-gaap_DebtInstrumentNameDomain": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DebtInstrumentNameDomain", "presentation": [ "http://elmecommunities.com/role/NOTESPAYABLEDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Debt Instrument, Name [Domain]", "label": "Debt Instrument, Name [Domain]", "documentation": "The name for the particular debt instrument or borrowing that distinguishes it from other debt instruments or borrowings, including draws against credit facilities." } } }, "auth_ref": [ "r10", "r160", "r270", "r271", "r272", "r273", "r274", "r276", "r281", "r282", "r283", "r284", "r286", "r287", "r288", "r289", "r290", "r291", "r622", "r623", "r624", "r625", "r626", "r643", "r768", "r785", "r786", "r787", "r845", "r847" ] }, "us-gaap_DebtInstrumentTable": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DebtInstrumentTable", "presentation": [ "http://elmecommunities.com/role/NOTESPAYABLEDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Schedule of Long-term Debt Instruments [Table]", "label": "Schedule of Long-Term Debt Instruments [Table]", "documentation": "Disclosure of information about long-term debt instrument or arrangement." } } }, "auth_ref": [ "r10", "r30", "r31", "r56", "r95", "r96", "r160", "r270", "r271", "r272", "r273", "r274", "r276", "r281", "r282", "r283", "r284", "r286", "r287", "r288", "r289", "r290", "r291", "r294", "r622", "r623", "r624", "r625", "r626", "r643", "r768", "r845", "r847" ] }, "us-gaap_DebtInstrumentTerm": { "xbrltype": "durationItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DebtInstrumentTerm", "presentation": [ "http://elmecommunities.com/role/NOTESPAYABLEDetails", "http://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLENarrativeDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Debt instrument term", "verboseLabel": "Debt instrument term", "label": "Debt Instrument, Term", "documentation": "Period of time between issuance and maturity of debt instrument, in PnYnMnDTnHnMnS' format, for example, 'P1Y5M13D' represents the reported fact of one year, five months, and thirteen days." } } }, "auth_ref": [] }, "us-gaap_DeferredTaxAssetsInvestmentInSubsidiaries": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DeferredTaxAssetsInvestmentInSubsidiaries", "crdr": "debit", "presentation": [ "http://elmecommunities.com/role/NATUREOFBUSINESSDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Deferred tax asset", "label": "Deferred Tax Assets, Investment in Subsidiaries", "documentation": "Amount before allocation of valuation allowances of deferred tax asset attributable to deductible temporary differences from the entity's investment in its wholly-owned subsidiaries." } } }, "auth_ref": [ "r824" ] }, "us-gaap_DeferredTaxAssetsValuationAllowance": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DeferredTaxAssetsValuationAllowance", "crdr": "credit", "presentation": [ "http://elmecommunities.com/role/NATUREOFBUSINESSDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Deferred tax valuation allowance", "label": "Deferred Tax Assets, Valuation Allowance", "documentation": "Amount of deferred tax assets for which it is more likely than not that a tax benefit will not be realized." } } }, "auth_ref": [ "r356" ] }, "us-gaap_DepreciationAndAmortization": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DepreciationAndAmortization", "crdr": "debit", "calculation": { "http://elmecommunities.com/role/SEGMENTINFORMATIONScheduleofReconciliationofNetOperatingIncomeofReport { "parentTag": "us-gaap_ProfitLoss", "weight": -1.0, "order": 1.0 }, "http://elmecommunities.com/role/SEGMENTINFORMATIONScheduleofReconciliationofNetOperatingIncomeofReport { "parentTag": "us-gaap_NetIncomeLoss", "weight": -1.0, "order": 1.0 },*

*"http://elmecommunities.com/role/CONDENSEDCONSOLIDATEDSTATEMENTSOFOPERATIONS": { "parentTag": "us-gaap_CostsAndExpenses", "weight": 1.0, "order": 2.0 } }, "presentation": [ "http://elmecommunities.com/role/CONDENSEDCONSOLIDATEDSTATEMENTSOFOPERATIONS", "http://elmecommunities.com/role/SEGMENTINFORMATIONScheduleofReconciliationofNetOperatingIncomeofReport ], "lang": { "en-us": { "role": { "terseLabel": "Depreciation and amortization", "negatedLabel": "Depreciation and amortization", "label": "Depreciation, Depletion and Amortization, Nonproduction", "documentation": "The current period expense charged against earnings on long-lived, physical assets not used in production, and which are not intended for resale, to allocate or recognize the cost of such assets over their useful lives; or to record the reduction in book value of an intangible asset over the benefit period of such asset; or to reflect consumption during the period of an asset that is not used in production." } } }, "auth_ref": [ "r4", "r26" ] }, "us-gaap_DepreciationDepletionAndAmortization": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DepreciationDepletionAndAmortization", "crdr": "debit", "calculation": { "http://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFCASHFLOWS": { "parentTag": "us-gaap_NetCashProvidedByUsedInOperatingActivities", "weight": 1.0, "order": 1.0 } }, "presentation": [ "http://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFCASHFLOWS" ], "lang": { "en-us": { "role": { "terseLabel": "Depreciation and amortization", "label": "Depreciation, Depletion and Amortization", "documentation": "The aggregate expense recognized in the current period that allocates the cost of tangible assets, intangible assets, or depleting assets to periods that benefit from use of the assets." } } }, "auth_ref": [ "r4", "r193", "r204", "r221", "r615", "r616" ] }, "us-gaap_DerivativeAssets": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeAssets", "crdr": "debit", "presentation": [ "http://elmecommunities.com/role/DERIVATIVEINSTRUMENTSNarrativeDetails", "http://elmecommunities.com/role/FAIRVALUEDISCLOSURESScheduleofFairValueofAssetsDetails" ], "lang": { "en-us": { "role": { "verboseLabel": "Fair value of derivative assets", "terseLabel": "Interest rate derivatives", "label": "Derivative Asset", "documentation": "Fair value, after the effects of master netting arrangements, of a financial asset or other contract with one or more underlyings, notional amount or payment provision or both, and the contract can be net settled by means outside the contract or delivery of an asset. Includes assets not subject to a master netting arrangement and not elected to be offset." } } }, "auth_ref": [ "r132", "r133", "r386", "r387", "r400", "r408", "r508", "r509", "r510", "r511", "r512", "r514", "r515", "r516", "r517", "r518", "r531", "r532", "r574", "r577", "r578", "r579", "r580", "r581", "r606", "r638", "r639", "r660", "r831", "r832", "r833", "r893" ] }, "us-gaap_DerivativeAssetsLiabilitiesAtFairValueNet": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeAssetsLiabilitiesAtFairValueNet", "crdr": "debit", "presentation": [ "http://elmecommunities.com/role/DERIVATIVEINSTRUMENTSScheduleofFairValuesofInterestRateSwapsDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Derivative Assets (Liabilities)", "label": "Derivative Assets (Liabilities), at Fair Value, Net", "documentation": "Fair values as of the balance sheet date of the net amount of all assets and liabilities resulting from contracts that meet the criteria of being accounted for as derivative instruments." } } }, "auth_ref": [ "r5", "r831", "r832", "r833" ] }, "us-gaap_DerivativeContractTypeDomain": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeContractTypeDomain", "presentation": [ "http://elmecommunities.com/role/DERIVATIVEINSTRUMENTSNarrativeDetails", "http://elmecommunities.com/role/DERIVATIVEINSTRUMENTSScheduleofFairValuesofInterestRateSwapsDetails", "http://elmecommunities.com/role/FAIRVALUEDISCLOSURESScheduleofFairValueofAssetsDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Derivative Contract [Domain]", "label": "Derivative Contract [Domain]", "documentation": "Financial instrument or contract with one or more underlyings, notional amount or payment provision or both, and the contract can be net settled by means outside the contract or delivery of an asset." } } }, "auth_ref": [ "r516", "r518", "r530", "r531", "r532", "r533", "r534", "r535", "r536", "r538", "r539", "r540", "r541", "r550", "r551", "r552", "r553", "r556", "r557", "r558", "r559", "r574", "r575", "r578", "r580", "r658", "r660", "r834", "r835", "r836", "r837", "r838", "r839", "r841", "r842" ] }, "us-gaap_DerivativeFinancialInstrumentsLiabilitiesMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeFinancialInstrumentsLiabilitiesMember", "presentation": [ "http://elmecommunities.com/role/DERIVATIVEINSTRUMENTSNarrativeDetails", "http://elmecommunities.com/role/FAIRVALUEDISCLOSURESScheduleofFairValueofAssetsDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Interest rate derivatives", "label": "Derivative Financial Instruments, Liabilities [Member]", "documentation": "This item represents derivative instrument obligations meeting the definition of a liability which are reported as of the balance sheet date. Derivative instrument obligations are generally measured at fair value, and adjustments to the carrying amount of hedged items reflect changes in their fair value (that is, losses) that are attributable to the risk being hedged and that arise while the hedge is in effect." } } }, "auth_ref": [ "r401" ] }, "us-gaap_DerivativeFixedInterestRate": { "xbrltype": "percentItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeFixedInterestRate", "presentation": [ "http://elmecommunities.com/role/DERIVATIVEINSTRUMENTSNarrativeDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Fixed interest rate (percent)", "label": "Derivative, Fixed Interest Rate", "documentation": "Fixed interest rate related to the interest rate derivative." } } }, "auth_ref": [] }, "us-gaap_DerivativeInstrumentRiskAxis": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeInstrumentRiskAxis", "presentation": [ "http://elmecommunities.com/role/DERIVATIVEINSTRUMENTSNarrativeDetails", "http://elmecommunities.com/role/DERIVATIVEINSTRUMENTSScheduleofFairValuesofInterestRateSwapsDetails", "http://elmecommunities.com/role/FAIRVALUEDISCLOSURESScheduleofFairValueofAssetsDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Derivative Instrument [Axis]", "label": "Derivative Instrument [Axis]", "documentation": "Information by type of derivative contract." } } }, "auth_ref": [ "r43", "r45", "r46", "r99", "r516", "r518", "r530", "r531", "r532", "r533", "r534", "r535", "r536", "r538", "r539", "r540", "r541", "r550", "r551", "r552", "r553", "r556", "r557", "r558", "r559", "r574", "r575", "r578", "r580", "r606", "r658", "r660", "r834", "r835", "r836", "r837", "r838", "r839", "r841", "r842" ] }, "us-gaap_DerivativeInstrumentsAndHedgingActivitiesDisclosureAbstract": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeInstrumentsAndHedgingActivitiesDisclosureAbstract", "lang": { "en-us": { "role": { "terseLabel": "Derivative Instruments and Hedging Activities Disclosure [Abstract]", "label": "Derivative Instruments and Hedging Activities Disclosure [Abstract]" } } }, "auth_ref": [] }, "us-gaap_DerivativeInstrumentsAndHedgingActivitiesDisclosureTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeInstrumentsAndHedgingActivitiesDisclosureTextBlock", "presentation": [ "http://elmecommunities.com/role/DERIVATIVEINSTRUMENTS" ], "lang": { "en-us": { "role": { "terseLabel": "DERIVATIVE INSTRUMENTS", "label": "Derivative Instruments and Hedging Activities Disclosure [Text Block]", "documentation": "The entire disclosure for derivative instruments and hedging activities including,*

*but not limited to, risk management strategies, non-hedging derivative instruments, assets, liabilities, revenue and expenses, and methodologies and assumptions used in determining the amounts." } } }, "auth_ref": [ "r98", "r373", "r380" ] }, "us-gaap_DerivativeLiabilities": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeLiabilities", "crdr": "credit", "presentation": [ "http://elmecommunities.com/role/DERIVATIVEINSTRUMENTSNarrativeDetails", "http://elmecommunities.com/role/FAIRVALUEDISCLOSURESScheduleofFairValueofAssetsDetails" ], "lang": { "en-us": { "role": { "negatedLabel": "Interest rate derivatives", "label": "Derivative Liability", "documentation": "Fair value, after the effects of master netting arrangements, of a financial liability or contract with one or more underlyings, notional amount or payment provision or both, and the contract can be net settled by means outside the contract or delivery of an asset. Includes liabilities not subject to a master netting arrangement and not elected to be offset." } } }, "auth_ref": [ "r132", "r133", "r386", "r387", "r400", "r408", "r508", "r509", "r510", "r511", "r514", "r515", "r516", "r517", "r518", "r538", "r540", "r541", "r575", "r576", "r577", "r578", "r579", "r580", "r581", "r606", "r831", "r832", "r833", "r893" ] }, "us-gaap_DerivativeLineItems": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeLineItems", "presentation": [ "http://elmecommunities.com/role/DERIVATIVEINSTRUMENTSNarrativeDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Derivative [Line Items]", "label": "Derivative [Line Items]", "documentation": "Line items represent financial concepts included in a table. These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table." } } }, "auth_ref": [ "r380" ] }, "us-gaap_DerivativeNotionalAmount": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeNotionalAmount", "presentation": [ "http://elmecommunities.com/role/DERIVATIVEINSTRUMENTSNarrativeDetails", "http://elmecommunities.com/role/DERIVATIVEINSTRUMENTSScheduleofFairValuesofInterestRateSwapsDetails" ], "lang": { "en-us": { "role": { "verboseLabel": "Derivative notional amount", "terseLabel": "Aggregate Notional Amount", "label": "Derivative, Notional Amount", "documentation": "Nominal or face amount used to calculate payment on derivative." } } }, "auth_ref": [ "r825", "r826" ] }, "us-gaap_DerivativeTable": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeTable", "presentation": [ "http://elmecommunities.com/role/DERIVATIVEINSTRUMENTSNarrativeDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Derivative [Table]", "label": "Derivative [Table]", "documentation": "Disclosure of information about derivative instrument or group of derivative instruments, including, but not limited to, type of derivative instrument, risk being hedged, notional amount, hedge designation, related hedged item, inception date, and maturity date." } } }, "auth_ref": [ "r8", "r37", "r38", "r40", "r41", "r44", "r45", "r47", "r48", "r50", "r380" ] }, "us-gaap_DerivativeVariableInterestRate": { "xbrltype": "percentItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeVariableInterestRate", "presentation": [ "http://elmecommunities.com/role/DERIVATIVEINSTRUMENTSNarrativeDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Variable interest rate (percent)", "label": "Derivative, Variable Interest Rate", "documentation": "Variable interest rate in effect as of the balance sheet date related to the interest rate derivative." } } }, "auth_ref": [] }, "us-gaap_DerivativesFairValueLineItems": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativesFairValueLineItems", "presentation": [ "http://elmecommunities.com/role/DERIVATIVEINSTRUMENTSScheduleofFairValuesofInterestRateSwapsDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Derivatives, Fair Value [Line Items]", "label": "Derivatives, Fair Value [Line Items]", "documentation": "Line items represent financial concepts included in a table. 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_DevelopmentInProcess": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DevelopmentInProcess", "crdr": "debit", "calculation": { "http://elmecommunities.com/role/CONSOLIDATEDBALANCESHEETS": { "parentTag": "us-gaap_RealEstateInvestments", "weight": 1.0, "order": 2.0 } }, "presentation": [ "http://elmecommunities.com/role/CONSOLIDATEDBALANCESHEETS", "http://elmecommunities.com/role/REALESTATEDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Properties under development or held for future development", "label": "Development in Process", "documentation": "The current amount of expenditures for a real estate project that has not yet been completed." } } }, "auth_ref": [ "r856", "r857" ] }, "us-gaap_DisclosureOfCompensationRelatedCostsShareBasedPaymentsTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DisclosureOfCompensationRelatedCostsShareBasedPaymentsTextBlock", "presentation": [ "http://elmecommunities.com/role/SHAREBASEDCOMPENSATION" ], "lang": { "en-us": { "role": { "terseLabel": "SHARE-BASED COMPENSATION", "label": "Share-Based Payment Arrangement [Text Block]", "documentation": "The entire disclosure for share-based payment arrangement." } } }, "auth_ref": [ "r319", "r322", "r350", "r351", "r353", "r633" ] }, "us-gaap_DisclosureOfCompensationRelatedCostsSharebasedPaymentsAbstract": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DisclosureOfCompensationRelatedCostsSharebasedPaymentsAbstract", "lang": { "en-us": { "role": { "terseLabel": "Share-based Payment Arrangement [Abstract]", "label": "Share-Based Payment Arrangement [Abstract]" } } }, "auth_ref": [] }, "elme_DistributedContinuingOperationEarningsLossAllocationToParticipatingSecurities": { "xbrltype": "monetaryItemType", "nsuri": "http://elmecommunities.com/20240630", "localname": "DistributedContinuingOperationEarningsLossAllocationToParticipatingSecurities", "crdr": "debit", "calculation": { "http://elmecommunities.com/role/EARNINGSPERCOMMONSHAREDetails": { "parentTag": "us-gaap_NetIncomeLossAvailableToCommonStockholdersDiluted", "weight": -1.0, "order": 2.0 } }, "presentation": [ "http://elmecommunities.com/role/EARNINGSPERCOMMONSHAREDetails" ], "lang": { "en-us": { "role": { "negatedTerseLabel": "Allocation of earnings to unvested restricted share awards", "label": "Distributed Continuing Operation Earnings (Loss), Allocation to Participating Securities", "documentation": "Distributed Continuing Operation Earnings (Loss), Allocation to Participating Securities" } } }, "auth_ref": [] }, "elme_DividendReinvestmentProgramAbstract": { "xbrltype": "stringItemType", "nsuri": "http://elmecommunities.com/20240630", "localname": "DividendReinvestmentProgramAbstract", "presentation": [ "http://elmecommunities.com/role/SHAREHOLDERSEQUITYScheduleofDividendReinvestmentProgramDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Dividend Reinvestment Program", "label": "Dividend Reinvestment Program [Abstract]", "documentation": "Dividend Reinvestment Program" } } }, "auth_ref": [] }, "us-gaap_Dividends": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "Dividends", "crdr": "debit", "presentation": [ "http://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFEQUITY" ], "lang": { "en-us": { "role": { "negatedTerseLabel": "Dividends", "label": "Dividends", "documentation": "Amount of paid and unpaid cash, stock,*

*and paid-in-kind (PIK) dividends declared, for example, but not limited to, common and preferred stock." } } },
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*"The entire disclosure for earnings per share." } } }, "auth_ref": [ "r175", "r189", "r190", "r191" ] }, "us-gaap_EmployeeServiceShareBasedCompensationNonvestedAwardsTotalCompensationCostNotYetRecognized": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "EmployeeServiceShareBasedCompensationNonvestedAwardsTotalCompensationCostNotYetRecognized", "crdr": "debit", "presentation": [ "http://elmecommunities.com/role/SHAREBASEDCOMPENSATIONDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Compensation costs not yet recognized", "label": "Share-Based Payment Arrangement, Nonvested Award, Cost Not yet Recognized, Amount", "documentation": "Amount of cost not yet recognized for nonvested award under share-based payment arrangement." } } }, "auth_ref": [ "r352" ] }, "us-gaap_EmployeeServiceShareBasedCompensationNonvestedAwardsTotalCompensationCostNotYetRecognizedPeriodFo { "xbrltype": "durationItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "EmployeeServiceShareBasedCompensationNonvestedAwardsTotalCompensationCostNotYetRecognizedPeriodForRec "presentation": [ "http://elmecommunities.com/role/SHAREBASEDCOMPENSATIONDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Recognition period for compensation expense", "label": "Share-Based Payment Arrangement, Nonvested Award, Cost Not yet Recognized, Period for Recognition", "documentation": "Weighted-average period over which cost not yet recognized is expected to be recognized for award under share-based payment arrangement, in 'PnYnMnDTnHnMnS' format, for example, 'P1Y5M13D' represents reported fact of one year, five months, and thirteen days." } } }, "auth_ref": [ "r352" ] }, "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://elmecommunities.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_EntityAddressAddressLine2": { "xbrltype": "normalizedStringItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityAddressAddressLine2", "presentation": [ "http://elmecommunities.com/role/Cover" ], "lang": { "en-us": { "role": { "terseLabel": "Entity Address, Address Line Two", "label": "Entity Address, Address Line Two", "documentation": "Address Line 2 such as Street or Suite number" } } }, "auth_ref": [] }, "dei_EntityAddressCityOrTown": { "xbrltype": "normalizedStringItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityAddressCityOrTown", "presentation": [ "http://elmecommunities.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://elmecommunities.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://elmecommunities.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://elmecommunities.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": [ "r674" ] }, "dei_EntityCommonStockSharesOutstanding": { "xbrltype": "sharesItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityCommonStockSharesOutstanding", "presentation": [ "http://elmecommunities.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://elmecommunities.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://elmecommunities.com/role/Cover" ], "lang": { "en-us": { "role": { "terseLabel": "Entity Emerging Growth Company", "label": "Entity Emerging Growth Company", "documentation": "Indicate if registrant meets the emerging growth company criteria." } } }, "auth_ref": [ "r674" ] }, "dei_EntityFileNumber": { "xbrltype": "fileNumberItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityFileNumber", "presentation": [ "http://elmecommunities.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://elmecommunities.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": [ "r674" ] }, "dei_EntityIncorporationStateCountryCode": { "xbrltype": "edgarStateCountryItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityIncorporationStateCountryCode", "presentation": [*

*"http://elmecommunities.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://elmecommunities.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": [ "r758" ] }, 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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": [ "r395", "r397", "r398", "r399", "r402", "r403", "r404", "r405", "r406", "r463", "r638", "r640" ] }, "us-gaap_FairValueInputsLevel1Member": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "FairValueInputsLevel1Member", "presentation": [ "http://elmecommunities.com/role/FAIRVALUEDISCLOSURESScheduleofFairValueofAssetsDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Level\u00a01", "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": [ "r283", "r312", "r317", "r387", "r400", "r426", "r629", "r630", "r631", "r638" ] }, "us-gaap_FairValueInputsLevel2Member": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "FairValueInputsLevel2Member", "presentation": [ "http://elmecommunities.com/role/FAIRVALUEDISCLOSURESScheduleofFairValueofAssetsDetails" ], "lang": { "en-us": { "role": { "terseLabel": "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": [ "r283", "r312", "r317", "r387", "r388", "r400", "r427", "r623", "r624", "r629", "r630", "r631", "r638" ] }, "us-gaap_FairValueInputsLevel3Member": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "FairValueInputsLevel3Member", "presentation": [ "http://elmecommunities.com/role/FAIRVALUEDISCLOSURESScheduleofFairValueofAssetsDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Level\u00a03", "label": "Fair Value, Inputs, Level 3 [Member]", "documentation": "Unobservable inputs that reflect the entity's own assumption about the assumptions market participants would use in pricing." } } }, "auth_ref": [ "r283", "r312", "r313", "r314", "r315", "r316", "r317", "r387", "r388", "r389", "r390", "r400", "r428", "r623", "r624", "r629", "r630", "r631", "r638", "r639" ] }, "us-gaap_FairValueLiabilitiesMeasuredOnRecurringBasisUnobservableInputReconciliationByLiabilityClassDomain": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "FairValueLiabilitiesMeasuredOnRecurringBasisUnobservableInputReconciliationByLiabilityClassDomain", "presentation": [ "http://elmecommunities.com/role/DERIVATIVEINSTRUMENTSNarrativeDetails", "http://elmecommunities.com/role/FAIRVALUEDISCLOSURESScheduleofFairValueofAssetsDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Fair Value by Liability Class [Domain]", "label": "Fair Value by Liability Class [Domain]", "documentation": "Represents classes of liabilities measured and disclosed at fair value." } } }, "auth_ref": [ "r391", "r392", "r393", "r394", "r395", "r396", "r401" ] }, "us-gaap_FairValueMeasurementFrequencyDomain": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "FairValueMeasurementFrequencyDomain", "presentation": [ "http://elmecommunities.com/role/DERIVATIVEINSTRUMENTSNarrativeDetails", "http://elmecommunities.com/role/FAIRVALUEDISCLOSURESScheduleofFairValueofAssetsDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Measurement Frequency [Domain]", "label": "Measurement Frequency [Domain]", "documentation": "Measurement frequency." } } }, "auth_ref": [ "r386", "r387", "r388", "r390", "r638", "r832", "r843" ] }, "us-gaap_FairValueMeasurementPolicyPolicyTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "FairValueMeasurementPolicyPolicyTextBlock", "presentation": [ "http://elmecommunities.com/role/SUMMARYOFSIGNIFICANTACCOUNTINGPOLICIESANDBASISOFPRESENTATIONS ], "lang": { "en-us": { "role": { "terseLabel": "Fair Value Measurement", "label": "Fair Value Measurement, Policy [Policy Text Block]", "documentation": "Disclosure of accounting policy for fair value measurements of financial and non-financial assets, liabilities and instruments classified in shareholders' equity. 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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 violation exists at the BS date, and (3) the lender has entered into the financing agreement is expected to be financially capable of honoring the agreement." } } }, "auth_ref": [ "r10", "r106", "r859" ] }, "elme_LineOfCreditActivityRollForward": { "xbrltype": "stringItemType", "nsuri": "http://elmecommunities.com/20240630", "localname": "LineOfCreditActivityRollForward", "presentation": [ "http://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLEScheduleofRevolvingCreditFacilitysBorrowin ], "lang": { "en-us": { "role": { "terseLabel": "Line of Credit [Roll Forward]", "label": "Line Of Credit Activity [Roll Forward]", "documentation": "Line Of Credit Activity [Roll Forward]" } } }, "auth_ref": [] }, "elme_LineOfCreditExtensionTerm": { "xbrltype": "durationItemType", "nsuri": "http://elmecommunities.com/20240630", "localname": "LineOfCreditExtensionTerm", "presentation": [ "http://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLENarrativeDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Term of allowable extension (in months)", "label": "Line Of Credit, Extension, Term", "documentation": "Line Of Credit, Extension, Term" } } }, "auth_ref": [] }, "elme_LineOfCreditFacilityAccordionFeatureHigherBorrowingCapacityOption": { "xbrltype": "monetaryItemType", "nsuri": "http://elmecommunities.com/20240630", "localname": "LineOfCreditFacilityAccordionFeatureHigherBorrowingCapacityOption", "crdr": "credit", "presentation": [ "http://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLENarrativeDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Accordion feature, higher borrowing capacity option", "label": "Line of Credit Facility, Accordion Feature, Higher Borrowing Capacity Option", "documentation": "Line of Credit Facility, Accordion Feature, Higher Borrowing Capacity Option" } } }, "auth_ref": [] }, "us-gaap_LineOfCreditFacilityCommitmentFeePercentage": { "xbrltype": "percentItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "LineOfCreditFacilityCommitmentFeePercentage", "presentation": [ "http://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLENarrativeDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Facility fee (percent)", "label": "Line of Credit Facility, Commitment Fee Percentage", "documentation": "The fee, expressed as a percentage of the line of credit facility, for the line of credit facility regardless of whether the facility has been used." } } }, "auth_ref": [] }, "us-gaap_LineOfCreditFacilityLineItems": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "LineOfCreditFacilityLineItems", "presentation": [ "http://elmecommunities.com/role/SUMMARYOFSIGNIFICANTACCOUNTINGPOLICIESANDBASISOFPRESENTATIONS "http://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLENarrativeDetails", "http://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLEScheduleofRevolvingCreditFacilitysBorrowin "http://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLEScheduleofRevolvingCreditFacilitysUnsecure ], "lang": { "en-us": { "role": { "terseLabel": "Line of Credit Facility [Line Items]", "label": "Line of Credit Facility [Line Items]", "documentation": "Line items represent financial concepts included in a table. These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table." } } }, "auth_ref": [ "r259", "r768", "r789" ] }, "us-gaap_LineOfCreditFacilityMaximumBorrowingCapacity": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "LineOfCreditFacilityMaximumBorrowingCapacity", "crdr": "credit", "calculation": { "http://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLEScheduleofRevolvingCreditFacilitysUnsecure { "parentTag": null, "weight": null, "order": null, "root": true } }, "presentation": [ "http://elmecommunities.com/role/SUMMARYOFSIGNIFICANTACCOUNTINGPOLICIESANDBASISOFPRESENTATIONS "http://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLENarrativeDetails", "http://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLEScheduleofRevolvingCreditFacilitysUnsecure ], "lang": { "en-us": { "role": { "verboseLabel": "Revolving credit facility borrowing capacity", "terseLabel": "Credit agreement, aggregate maximum borrowing capacity including accordion feature", "totalLabel": "Committed

*capacity", "label": "Line of Credit Facility, Maximum Borrowing Capacity", "documentation": "Maximum borrowing capacity under the credit facility without consideration of any current restrictions on the amount that could be borrowed or the amounts currently outstanding under the facility." } } }, "auth_ref": [ "r57", "r61" ] }, "elme_LineOfCreditFacilityNumberOfExtensionsAllowed": { "xbrltype": "integerItemType", "nsuri": "http://elmecommunities.com/20240630", "localname": "LineOfCreditFacilityNumberOfExtensionsAllowed", "presentation": [ "http://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLENarrativeDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Number of extensions allowed", "label": "Line Of Credit Facility, Number Of Extensions Allowed", "documentation": "Line Of Credit Facility, Number Of Extensions Allowed" } } }, "auth_ref": [] }, "us-gaap_LineOfCreditFacilityRemainingBorrowingCapacity": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "LineOfCreditFacilityRemainingBorrowingCapacity", "crdr": "credit", "calculation": { "http://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLEScheduleofRevolvingCreditFacilitysUnsecure { "parentTag": "us-gaap_LineOfCreditFacilityMaximumBorrowingCapacity", "weight": 1.0, "order": 1.0 } }, "presentation": [ "http://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLEScheduleofRevolvingCreditFacilitysUnsecure ], "lang": { "en-us": { "role": { "terseLabel": "Unused and available", "label": "Line of Credit Facility, Remaining Borrowing Capacity", "documentation": "Amount of borrowing capacity currently available under the credit facility (current borrowing capacity less the amount of borrowings outstanding)." } } }, "auth_ref": [ "r57", "r61", "r259" ] }, "us-gaap_LineOfCreditFacilityTable": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "LineOfCreditFacilityTable", "presentation": [ "http://elmecommunities.com/role/SUMMARYOFSIGNIFICANTACCOUNTINGPOLICIESANDBASISOFPRESENTATIONS "http://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLENarrativeDetails", "http://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLEScheduleofRevolvingCreditFacilitysBorrowin "http://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLEScheduleofRevolvingCreditFacilitysUnsecure ], "lang": { "en-us": { "role": { "terseLabel": "Line of Credit Facility [Table]", "label": "Line of Credit Facility [Table]", "documentation": "Disclosure of information about short-term and long-term contractual arrangements with lender under which borrowing can occur up to maximum amount. Includes, but is not limited to, letter of credit, standby letter of credit, and revolving credit arrangement." } } }, "auth_ref": [ "r57", "r61", "r259", "r768", "r789" ] }, "us-gaap_LineOfCreditMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "LineOfCreditMember", "presentation": [ "http://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLENarrativeDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Unsecured Line of Credit Payable", "label": "Line of Credit [Member]", "documentation": "A contractual arrangement with a lender under which borrowings can be made up to a specific amount at any point in time, and under which borrowings outstanding may be either short-term or long-term, depending upon the particulars." } } }, "auth_ref": [] }, "us-gaap_LinesOfCreditFairValueDisclosure": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "LinesOfCreditFairValueDisclosure", "crdr": "credit", "presentation": [ "http://elmecommunities.com/role/FAIRVALUEDISCLOSURESScheduleofCarryingValuesandEstimatedFairValuesofFin ], "lang": { "en-us": { "role": { "terseLabel": "Line of credit", "label": "Lines of Credit, Fair Value Disclosure", "documentation": "Fair value portion of contractual arrangement with a lender under which borrowings can be made up to a specific amount at any point in time." } } }, "auth_ref": [ "r830", "r840" ] }, "us-gaap_LoansPayableMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "LoansPayableMember", "presentation": [ "http://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLENarrativeDetails" ], "lang": { "en-us": { "role": { "verboseLabel": "Term Loan", "label": "Loans Payable [Member]", "documentation": "Borrowing supported by a written promise to pay an obligation." } } }, "auth_ref": [] }, "dei_LocalPhoneNumber": { "xbrltype": "normalizedStringItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "LocalPhoneNumber", "presentation": [ "http://elmecommunities.com/role/Cover" ], "lang": { "en-us": { "role": { "terseLabel": "Local Phone Number", "label": "Local Phone Number", "documentation": "Local phone number for entity." } } }, "auth_ref": [] }, "us-gaap_LongtermDebtTypeAxis": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "LongtermDebtTypeAxis", "presentation": [ "http://elmecommunities.com/role/NOTESPAYABLEDetails", "http://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLENarrativeDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Long-term Debt, Type [Axis]", "label": "Long-Term Debt, Type [Axis]", "documentation": "Information by type of long-term debt." } } }, "auth_ref": [ "r10", "r785", "r786", "r787" ] }, "us-gaap_LongtermDebtTypeDomain": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "LongtermDebtTypeDomain", "presentation": [ "http://elmecommunities.com/role/NOTESPAYABLEDetails", "http://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLENarrativeDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Long-term Debt, Type [Domain]", "label": "Long-Term Debt, Type [Domain]", "documentation": "Type of long-term debt arrangement, such as notes, line of credit, commercial paper, asset-based financing, project financing, letter of credit financing. These are debt arrangements that originally required repayment more than twelve months after issuance or greater than the normal operating cycle of the company, if longer." } } }, "auth_ref": [ "r10", "r27", "r785", "r786", "r787" ] }, "srt_MaximumMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/srt/2024", "localname": "MaximumMember", "presentation": [ "http://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLENarrativeDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Maximum", "label": "Maximum [Member]" } } }, "auth_ref": [ "r254", "r255", "r256", "r257", "r318", "r355", "r390", "r431", "r494", "r495", "r501", "r517", "r518", "r567", "r569", "r571", "r572", "r582", "r601", "r602", "r620", "r627", "r632", "r639", "r640", "r641", "r642", "r653", "r796", "r850", "r851", "r852", "r853", "r854", "r855" ] }, "ecd_MeasureAxis": { "xbrltype": "stringItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "MeasureAxis", "presentation": [ "http://xbrl.sec.gov/ecd/role/PvpDisclosure" ], "lang": { "en-us": { "role": { "terseLabel": "Measure:", "label": "Measure [Axis]" } } }, "auth_ref": [ "r721" ] }, "ecd_MeasureName": { "xbrltype": "normalizedStringItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "MeasureName", "presentation": [ "http://xbrl.sec.gov/ecd/role/PvpDisclosure" ], "lang": { "en-us": { "role": { "terseLabel": "Name", "label": "Measure Name" } } }, "auth_ref": [ "r721" ] }, "srt_MinimumMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/srt/2024", "localname": "MinimumMember", "presentation": [ "http://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLENarrativeDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Minimum", "label": "Minimum [Member]" } } }, "auth_ref": [ "r254", "r255", "r256", "r257", "r318", "r355", "r390", "r431", "r494", "r495", "r501", "r517", "r518", "r567", "r569", "r571", "r572", "r582", "r601",*

"r602", "r620", "r627", "r632", "r639", "r640", "r641", "r653", "r796", "r850", "r851", "r852", "r853", "r854", "r855" ] }, "us-gaap_MinorityInterest": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "MinorityInterest", "crdr": "credit", "calculation": { "http://elmecommunities.com/role/CONSOLIDATEDBALANCESHEETS": { "parentTag": "us-gaap_StockholdersEquityIncludingPortionAttributableToNoncontrollingInterest", "weight": 1.0, "order": 2.0 } }, "presentation": [ "http://elmecommunities.com/role/CONSOLIDATEDBALANCESHEETS" ], "lang": { "en-us": { "role": { "terseLabel": "Noncontrolling interests in subsidiaries", "label": "Equity, Attributable to Noncontrolling Interest", "documentation": "Amount of equity (deficit) attributable to noncontrolling interest. Excludes temporary equity." } } }, "auth_ref": [ "r70", "r107", "r159", "r231", "r260", "r262", "r263", "r264", "r267", "r268", "r409", "r475", "r527" ] }, "us-gaap_MinorityInterestDecreaseFromDistributionsToNoncontrollingInterestHolders": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "MinorityInterestDecreaseFromDistributionsToNoncontrollingInterestHolders", "crdr": "debit", "presentation": [ "http://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFEQUITY" ], "lang": { "en-us": { "role": { "negatedTerseLabel": "Distributions to noncontrolling interests", "label": "Noncontrolling Interest, Decrease from Distributions to Noncontrolling Interest Holders", "documentation": "Decrease in noncontrolling interest balance from payment of dividends or other distributions by the non-wholly owned subsidiary or partially owned entity, included in the consolidation of the parent entity, to the noncontrolling interest holders." } } }, "auth_ref": [ "r97" ] }, "ecd_MnpiDiscTimedForCompValFlag": { "xbrltype": "booleanItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "MnpiDiscTimedForCompValFlag", "presentation": [ "http://xbrl.sec.gov/ecd/role/AwardTimingDisclosure" ], "lang": { "en-us": { "role": { "terseLabel": "MNPI Disclosure Timed for Compensation Value", "label": "MNPI Disclosure Timed for Compensation Value [Flag]" } } }, "auth_ref": [ "r740" ] }, "srt_MortgageLoansOnRealEstateDescriptionTypeOfPropertyAxis": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/srt/2024", "localname": "MortgageLoansOnRealEstateDescriptionTypeOfPropertyAxis", "presentation": [ "http://elmecommunities.com/role/SEGMENTINFORMATIONNarrativeDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Real Estate, Type of Property [Axis]", "label": "Real Estate, Type of Property [Axis]" } } }, "auth_ref": [ "r587", "r589", "r590", "r591", "r592", "r595", "r596", "r597", "r598", "r599" ] }, "srt_MortgageLoansOnRealEstateNamePropertyTypeDomain": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/srt/2024", "localname": "MortgageLoansOnRealEstateNamePropertyTypeDomain", "presentation": [ "http://elmecommunities.com/role/SEGMENTINFORMATIONNarrativeDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Real Estate [Domain]", "label": "Real Estate [Domain]" } } }, "auth_ref": [ "r589", "r590", "r591", "r592", "r595", "r596", "r597", "r598", "r599" ] }, "ecd_MtrlTermsOfTrdArrTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "MtrlTermsOfTrdArrTextBlock", "presentation": [ "http://xbrl.sec.gov/ecd/role/InsiderTradingArrangements" ], "lang": { "en-us": { "role": { "terseLabel": "Material Terms of Trading Arrangement", "label": "Material Terms of Trading Arrangement [Text Block]" } } }, "auth_ref": [ "r748" ] }, "ecd_NamedExecutiveOfficersFnTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "NamedExecutiveOfficersFnTextBlock", "presentation": [ "http://xbrl.sec.gov/ecd/role/PvpDisclosure" ], "lang": { "en-us": { "role": { "terseLabel": "Named Executive Officers, Footnote", "label": "Named Executive Officers, Footnote [Text Block]" } } }, "auth_ref": [ "r722" ] }, "us-gaap_NatureOfOperations": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "NatureOfOperations", "presentation": [ "http://elmecommunities.com/role/NATUREOFBUSINESS" ], "lang": { "en-us": { "role": { "terseLabel": "NATURE OF BUSINESS", "label": "Nature of Operations [Text Block]", "documentation": "The entire disclosure for the nature of an entity's business, major products or services, principal markets including location, and the relative importance of its operations in each business and the basis for the determination, including but not limited to, assets, revenues, or earnings. For an entity that has not commenced principal operations, disclosures about the risks and uncertainties related to the activities in which the entity is currently engaged and an understanding of what those activities are being directed toward." } } }, "auth_ref": [ "r119", "r124" ] }, "us-gaap_NetCashProvidedByUsedInFinancingActivities": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "NetCashProvidedByUsedInFinancingActivities", "crdr": "debit", "calculation": { "http://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFCASHFLOWS": { "parentTag": "us-gaap_CashCashEquivalentsRestrictedCashAndRestrictedCashEquivalentsPeriodIncreaseDecreaseIncludingExchangeR "weight": 1.0, "order": 3.0 } }, "presentation": [ "http://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFCASHFLOWS" ], "lang": { "en-us": { "role": { "totalLabel": "Net cash used in financing activities", "label": "Net Cash Provided by (Used in) Financing Activities", "documentation": "Amount of cash inflow (outflow) from financing activities, including discontinued operations. Financing activity cash flows include obtaining resources from owners and providing them with a return on, and a return of, their investment; borrowing money and repaying amounts borrowed, or settling the obligation; and obtaining and paying for other resources obtained from creditors on long-term credit." } } }, "auth_ref": [ "r153" ] }, "us-gaap_NetCashProvidedByUsedInFinancingActivitiesAbstract": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "NetCashProvidedByUsedInFinancingActivitiesAbstract", "presentation": [ "http://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFCASHFLOWS" ], "lang": { "en-us": { "role": { "terseLabel": "Cash flows from financing activities", "label": "Net Cash Provided by (Used in) Financing Activities [Abstract]" } } }, "auth_ref": [] }, "us-gaap_NetCashProvidedByUsedInInvestingActivities": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "NetCashProvidedByUsedInInvestingActivities", "crdr": "debit", "calculation": { "http://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFCASHFLOWS": { "parentTag": "us-gaap_CashCashEquivalentsRestrictedCashAndRestrictedCashEquivalentsPeriodIncreaseDecreaseIncludingExchangeR "weight": 1.0, "order": 2.0 } }, "presentation": [ "http://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFCASHFLOWS" ], "lang": { "en-us": { "role": { "totalLabel": "Net cash used in investing activities", "label": "Net Cash Provided by (Used in) Investing Activities", "documentation": "Amount of cash inflow (outflow) from investing activities, including discontinued operations. Investing activity cash flows include making and collecting loans and acquiring and disposing of debt or equity instruments and property, plant, and equipment and other productive assets." } } }, "auth_ref": [ "r153" ] }, "us-gaap_NetCashProvidedByUsedInInvestingActivitiesAbstract": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "NetCashProvidedByUsedInInvestingActivitiesAbstract", "presentation": [ "http://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFCASHFLOWS" ], "lang": { "en-us": { "role": { "terseLabel": "Cash flows from investing activities", "label": "Net Cash Provided by (Used in) Investing Activities [Abstract]" } } }, "auth_ref": [] }, "us-gaap_NetCashProvidedByUsedInOperatingActivities": { "xbrltype":

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Operating activity cash flows include transactions, adjustments, and changes in value not defined as investing or financing activities." } } }, "auth_ref": [ "r86", "r87", "r88" ] }, "us-gaap_NetCashProvidedByUsedInOperatingActivitiesAbstract": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "NetCashProvidedByUsedInOperatingActivitiesAbstract", "presentation": [ "http://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFCASHFLOWS" ], "lang": { "en-us": { "role": { "terseLabel": "Cash flows from operating activities", "label": "Net Cash Provided by (Used in) Operating Activities [Abstract]" } } }, "auth_ref": [] }, "us-gaap_NetIncomeLoss": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "NetIncomeLoss", "crdr": "credit", "calculation": { "http://elmecommunities.com/role/CONDENSEDCONSOLIDATEDSTATEMENTSOFCOMPREHENSIVEINCOMELOSS": { "parentTag": "us-gaap_ComprehensiveIncomeNetOfTax", "weight": 1.0, "order": 1.0 }, "http://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFCASHFLOWS": { "parentTag": "us-gaap_NetCashProvidedByUsedInOperatingActivities", "weight": 1.0, "order": 6.0 }, "http://elmecommunities.com/role/CONDENSEDCONSOLIDATEDSTATEMENTSOFOPERATIONS": { "parentTag": null, "weight": null, "order": null, "root": true }, "http://elmecommunities.com/role/SEGMENTINFORMATIONScheduleofReconciliationofNetOperatingIncomeofReport { "parentTag": null, "weight": null, "order": null, "root": true }, "http://elmecommunities.com/role/SEGMENTINFORMATIONScheduleofReconciliationofNetOperatingIncomeofReport { "parentTag": null, "weight": null, "order": null, "root": true } }, "presentation": [ "http://elmecommunities.com/role/CONDENSEDCONSOLIDATEDSTATEMENTSOFCOMPREHENSIVEINCOMELOSS", "http://elmecommunities.com/role/CONDENSEDCONSOLIDATEDSTATEMENTSOFOPERATIONS", "http://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFCASHFLOWS", "http://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFEQUITY", "http://elmecommunities.com/role/SEGMENTINFORMATIONScheduleofReconciliationofNetOperatingIncomeofReport "http://xbrl.sec.gov/ecd/role/PvpDisclosure" ], "lang": { "en-us": { "role": { "totalLabel": "Net loss", "terseLabel": "Net loss", "label": "Net Income (Loss) Attributable to Parent", "documentation": "The portion of profit or loss for the period, net of income taxes, which is attributable to the parent." } } }, "auth_ref": [ "r78", "r88", "r109", "r128", "r137", "r139", "r143", "r159", "r164", "r166", "r167", "r168", "r169", "r170", "r173", "r174", "r184", "r231", "r260", "r261", "r262", "r263", "r264", "r265", "r266", "r267", "r268", "r362", "r365", "r384", "r409", "r478", "r545", "r560", "r561", "r670", "r792" ] }, "us-gaap_NetIncomeLossAvailableToCommonStockholdersBasic": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "NetIncomeLossAvailableToCommonStockholdersBasic", "crdr": "credit", "calculation": { "http://elmecommunities.com/role/EARNINGSPERCOMMONSHAREDetails": { "parentTag": null, "weight": null, "order": null, "root": true } }, "presentation": [ "http://elmecommunities.com/role/EARNINGSPERCOMMONSHAREDetails" ], "lang": { "en-us": { "role": { "totalLabel": "Adjusted net loss, basic", "label": "Net Income (Loss) Available to Common Stockholders, Basic", "documentation": "Amount, after deduction of tax, noncontrolling interests, dividends on preferred stock and participating securities; 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A noncontrolling interest is sometimes called a minority interest." } } }, "auth_ref": [ "r32", "r310", "r770", "r771", "r772", "r773", "r896" ] }, "us-gaap_NonoperatingIncomeExpense": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "NonoperatingIncomeExpense", "crdr": "credit", "calculation": { "http://elmecommunities.com/role/CONDENSEDCONSOLIDATEDSTATEMENTSOFOPERATIONS": { "parentTag": "us-gaap_NetIncomeLoss", "weight": 1.0, "order": 2.0 } }, "presentation": [ "http://elmecommunities.com/role/CONDENSEDCONSOLIDATEDSTATEMENTSOFOPERATIONS" ], "lang": { "en-us": { "role": { "totalLabel": "Total other income (expense)", "label": "Nonoperating Income (Expense)", "documentation": "The aggregate amount of income or expense from ancillary business-related activities (that is to say, excluding major activities considered part of the normal operations of the business)." } } }, "auth_ref": [ "r81" ] }, "us-gaap_NonoperatingIncomeExpenseAbstract": { 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Excludes noncontrolling interests." } } }, "auth_ref": [] }, "ecd_PayVsPerformanceDisclosureLineItems": { "xbrltype": "stringItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "PayVsPerformanceDisclosureLineItems", "lang": { "en-us": { "role": { "label": "Pay vs Performance Disclosure [Line Items]" } } }, "auth_ref": [ "r710" ] }, "us-gaap_PaymentOfFinancingAndStockIssuanceCosts": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PaymentOfFinancingAndStockIssuanceCosts", "crdr": "credit", "calculation": { "http://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFCASHFLOWS": { "parentTag": "us-gaap_NetCashProvidedByUsedInFinancingActivities", "weight": -1.0, "order": 5.0 } }, "presentation": [ "http://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFCASHFLOWS" ], "lang": { "en-us": { "role": { "negatedTerseLabel": "Payment of financing costs", "label": "Payment of Financing and Stock Issuance Costs", "documentation": "The total of the cash outflow during the period which has been paid to third parties in connection with debt origination, which will be amortized over the remaining maturity period of the associated long-term debt and the cost incurred directly for the issuance of equity securities." } } }, "auth_ref": [ "r15" ] }, "us-gaap_PaymentsForCapitalImprovements": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PaymentsForCapitalImprovements", "crdr": "credit", "calculation": { "http://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFCASHFLOWS": { "parentTag": "us-gaap_NetCashProvidedByUsedInInvestingActivities", "weight": -1.0, "order": 1.0 } }, "presentation": [ "http://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFCASHFLOWS" ], "lang": { "en-us": { "role": { "negatedLabel": "Capital improvements to real estate", "label": "Payments for Capital Improvements", "documentation": "The cash outflow for acquisition of or capital improvements to properties held for investment (operating, managed, leased) or for use." } } }, "auth_ref": [ "r83" ] }, "us-gaap_PaymentsOfDividends": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PaymentsOfDividends", "crdr": "credit", "calculation": { "http://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFCASHFLOWS": { "parentTag": "us-gaap_NetCashProvidedByUsedInFinancingActivities", "weight": -1.0, "order": 6.0 } }, "presentation": [ "http://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFCASHFLOWS" ], "lang": { "en-us": { "role": { "negatedLabel": "Dividends paid", "label": "Payments of Dividends", "documentation": "Cash outflow in the form of capital distributions and dividends to common shareholders, preferred shareholders and noncontrolling interests." } } }, "auth_ref": [ "r84" ] }, "us-gaap_PaymentsRelatedToTaxWithholdingForShareBasedCompensation": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": 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Includes, but not limited to, reduction of noncontrolling interest ownership. Excludes dividends paid to the noncontrolling interest." } } }, "auth_ref": [ "r15" ] }, "ecd_PeerGroupIssuersFnTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "PeerGroupIssuersFnTextBlock", "presentation": [ "http://xbrl.sec.gov/ecd/role/PvpDisclosure" ], "lang": { "en-us": { "role": { "terseLabel": "Peer Group Issuers, Footnote", "label": "Peer Group Issuers, Footnote [Text Block]" } } }, "auth_ref": [ "r720" ] }, "ecd_PeerGroupTotalShareholderRtnAmt": { "xbrltype": "monetaryItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "PeerGroupTotalShareholderRtnAmt", "presentation": [ "http://xbrl.sec.gov/ecd/role/PvpDisclosure" ], "lang": { "en-us": { "role": { "terseLabel": "Peer Group Total Shareholder Return Amount", "label": "Peer Group Total Shareholder Return Amount" } } }, "auth_ref": [ "r720" ] }, "ecd_PeoActuallyPaidCompAmt": { "xbrltype": "monetaryItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "PeoActuallyPaidCompAmt", "presentation": [ "http://xbrl.sec.gov/ecd/role/PvpDisclosure" ], "lang": { "en-us": { "role": { "terseLabel": "PEO Actually Paid Compensation Amount", "label": "PEO Actually Paid Compensation Amount" } } }, "auth_ref": [ "r712" ] }, "ecd_PeoMember": { "xbrltype": "domainItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "PeoMember", "presentation": [ "http://xbrl.sec.gov/ecd/role/PvpDisclosure" ], "lang": { "en-us": { "role": { "terseLabel": "PEO", "label": "PEO [Member]" } } }, "auth_ref": [ "r729" ] }, "ecd_PeoName": { "xbrltype":*

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Block]" } } }, "auth_ref": [ "r712" ] }, "us-gaap_PortionAtFairValueFairValueDisclosureMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PortionAtFairValueFairValueDisclosureMember", "presentation": [ "http://elmecommunities.com/role/FAIRVALUEDISCLOSURESScheduleofCarryingValuesandEstimatedFairValuesofFin ], "lang": { "en-us": { "role": { "terseLabel": "Portion at Fair Value Measurement", "label": "Portion at Fair Value Measurement [Member]", "documentation": "Measured at fair value for financial reporting purposes." } } }, "auth_ref": [ "r407" ] }, "us-gaap_PreferredStockParOrStatedValuePerShare": { "xbrltype": "perShareItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PreferredStockParOrStatedValuePerShare", "presentation": [ "http://elmecommunities.com/role/CONSOLIDATEDBALANCESHEETSParenthetical" ], "lang": { "en-us": { "role": { "terseLabel": "Preferred shares, par value (in dollars per share)", "label": "Preferred Stock, Par or Stated Value Per Share", "documentation": "Face amount or stated value per share of preferred stock nonredeemable or redeemable solely at the option of the issuer." } } }, "auth_ref": [ "r66", "r298" ] }, "us-gaap_PreferredStockSharesAuthorized": { "xbrltype": "sharesItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PreferredStockSharesAuthorized", "presentation": [ "http://elmecommunities.com/role/CONSOLIDATEDBALANCESHEETSParenthetical" ], "lang": { "en-us": { "role": { "terseLabel": "Preferred shares, authorized (in shares)", "label": "Preferred Stock, Shares Authorized", "documentation": "The maximum number of nonredeemable preferred shares (or preferred stock redeemable solely at the option of the issuer) permitted to be issued by an entity's charter and bylaws." } } }, "auth_ref": [ "r66", "r526" ] }, "us-gaap_PreferredStockSharesIssued": { "xbrltype": "sharesItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PreferredStockSharesIssued", 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Includes, but is not limited to, preferred shares issued, repurchased, and held as treasury shares. Excludes preferred shares classified as debt." } } }, "auth_ref": [ "r66", "r298" ] }, "us-gaap_PreferredStockSharesOutstanding": { "xbrltype": "sharesItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PreferredStockSharesOutstanding", "presentation": [ "http://elmecommunities.com/role/CONSOLIDATEDBALANCESHEETSParenthetical" ], "lang": { "en-us": { "role": { "terseLabel": "Preferred shares, outstanding (in shares)", "label": "Preferred Stock, Shares Outstanding", "documentation": "Aggregate share number for all nonredeemable preferred stock (or preferred stock redeemable solely at the option of the issuer) held by stockholders. Does not include preferred shares that have been repurchased." } } }, "auth_ref": [ "r66", "r526", "r543", "r896", "r897" ] }, "us-gaap_PreferredStockValue": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PreferredStockValue", "crdr": "credit", "calculation": { "http://elmecommunities.com/role/CONSOLIDATEDBALANCESHEETS": { "parentTag": "us-gaap_StockholdersEquity", "weight": 1.0, "order": 1.0 } }, "presentation": [ "http://elmecommunities.com/role/CONSOLIDATEDBALANCESHEETS" ], "lang": { "en-us": { "role": { "terseLabel": "Preferred shares; $0.01 par value; 10,000 shares authorized; no shares issued or outstanding", "label": "Preferred Stock, Value, Issued", "documentation": "Aggregate par or stated value of issued nonredeemable preferred stock (or preferred stock redeemable solely at the option of the issuer). This item includes treasury stock repurchased by the entity. Note: elements for number of nonredeemable preferred shares, par value and other disclosure concepts are in another section within stockholders' equity." } } }, "auth_ref": [ "r66", "r472", "r644" ] }, "us-gaap_PrepaidExpenseAndOtherAssets": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PrepaidExpenseAndOtherAssets", "crdr": "debit", "calculation": { "http://elmecommunities.com/role/CONSOLIDATEDBALANCESHEETS": { "parentTag": "us-gaap_Assets", "weight": 1.0, "order": 4.0 } }, "presentation": [ "http://elmecommunities.com/role/CONSOLIDATEDBALANCESHEETS" ], "lang": { "en-us": { "role": { "terseLabel": "Prepaid expenses and other assets", "label": "Prepaid Expense and Other Assets", "documentation": "Amount of asset related to consideration paid in advance for costs that provide economic benefits in future periods, and amount of other assets." } } }, "auth_ref": [] }, "us-gaap_ProceedsFromIssuanceOfCommonStockDividendReinvestmentPlan": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ProceedsFromIssuanceOfCommonStockDividendReinvestmentPlan", "crdr": "debit", "calculation": {*

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*information about real estate investment companies including, but not limited to, real estate investment trusts, real estate owned, retail land sales, and time share transactions." } } }, "auth_ref": [ "r601" ] }, "us-gaap_RealEstateTaxesAndInsurance": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "RealEstateTaxesAndInsurance", "crdr": "debit", "calculation": { "http://elmecommunities.com/role/CONDENSEDCONSOLIDATEDSTATEMENTSOFOPERATIONS": { "parentTag": "us-gaap_CostsAndExpenses", "weight": 1.0, "order": 4.0 } }, "presentation": [ "http://elmecommunities.com/role/CONDENSEDCONSOLIDATEDSTATEMENTSOFOPERATIONS" ], "lang": { "en-us": { "role": { "terseLabel": "Real estate taxes and insurance", "label": "Real Estate Taxes and Insurance", "documentation": "The aggregate total of real estate taxes and insurance expense." } } }, "auth_ref": [ "r80" ] }, "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": [ "r678", "r688", "r698", "r730" ] }, "us-gaap_RentalProperties": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "RentalProperties", "crdr": "debit", "calculation": { "http://elmecommunities.com/role/CONSOLIDATEDBALANCESHEETS": { "parentTag": "us-gaap_RealEstateInvestmentPropertyAtCost", "weight": 1.0, "order": 2.0 } }, "presentation": [ "http://elmecommunities.com/role/CONSOLIDATEDBALANCESHEETS" ], "lang": { "en-us": { "role": { "terseLabel": "Income producing property", "label": "Rental Properties", "documentation": "Carrying amount of income producing properties held for rental." } } }, "auth_ref": [ "r856", "r857" ] }, "us-gaap_RepaymentsOfLongTermLinesOfCredit": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "RepaymentsOfLongTermLinesOfCredit", "crdr": "credit", "presentation": [ "http://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLEScheduleofRevolvingCreditFacilitysBorrowin ], "lang": { "en-us": { "role": { "negatedTerseLabel": "Repayments", "label": "Repayments of Long-Term Lines of Credit", "documentation": "The cash outflow for the settlement of obligation drawn from a contractual arrangement with the lender, including letter of credit, standby letter of credit and revolving credit arrangements, under which borrowings can be made up to a specific amount at any point in time with maturities due beyond one year or the operating cycle, if longer." } } }, "auth_ref": [ "r85" ] }, "us-gaap_RepaymentsOfUnsecuredDebt": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "RepaymentsOfUnsecuredDebt", "crdr": "credit", "calculation": { "http://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFCASHFLOWS": { "parentTag": "us-gaap_NetCashProvidedByUsedInFinancingActivities", "weight": -1.0, "order": 7.0 } }, "presentation": [ "http://elmecommunities.com/role/CONSOLIDATEDSTATEMENTSOFCASHFLOWS" ], "lang": { "en-us": { "role": { "negatedTerseLabel": "Repayments of unsecured term loan debt", "label": "Repayments of Unsecured Debt", "documentation": "The cash outflow to repay long-term debt that is not secured by collateral. 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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": [ "r16", "r101", "r129", "r156", "r471" ] }, "elme_RestrictedCashFairValueDisclosure": { "xbrltype": "monetaryItemType", "nsuri": "http://elmecommunities.com/20240630", "localname": "RestrictedCashFairValueDisclosure", "crdr": "debit", "presentation": [ "http://elmecommunities.com/role/FAIRVALUEDISCLOSURESScheduleofCarryingValuesandEstimatedFairValuesofFin ], "lang": { "en-us": { "role": { "terseLabel": "Restricted cash", "label": "Restricted Cash, Fair Value Disclosure", "documentation": "Restricted Cash, Fair Value Disclosure" } } }, "auth_ref": [] }, "elme_RestrictedShareAwardsMember": { "xbrltype": "domainItemType", "nsuri": "http://elmecommunities.com/20240630", "localname": "RestrictedShareAwardsMember", "presentation": [ "http://elmecommunities.com/role/SHAREBASEDCOMPENSATIONDetails", "http://xbrl.sec.gov/ecd/role/AwardTimingDisclosure" ], "lang": { "en-us": { "role": { "terseLabel": "Restricted Share Awards", "label": "Restricted Share Awards [Member]", "documentation": "Restricted Share Awards [Member]" } } }, "auth_ref": [] }, "us-gaap_Revenues": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "Revenues", "crdr": "credit", "calculation": { "http://elmecommunities.com/role/CONDENSEDCONSOLIDATEDSTATEMENTSOFOPERATIONS": { "parentTag": "us-gaap_OperatingIncomeLoss", "weight": 1.0, "order": 1.0 },*

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constitute an earning process. Includes, but is not limited to, investment and interest income before deduction of
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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": [ "r829", "r830" ] }, "us-gaap_ScheduleOfLineOfCreditFacilitiesTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfLineOfCreditFacilitiesTextBlock", "presentation": [ "http://elmecommunities.com/role/UNSECUREDLINEOFCREDITPAYABLETables" ], "lang": { "en-us": { "role": { "terseLabel": "Schedule of Revolving Credit Facility's Unsecured Line of Credit Unused and Available and its Borrowings and Repayments", "label": "Schedule of Line of Credit Facilities [Table Text Block]", "documentation": "Tabular disclosure of short-term or long-term contractual arrangements with lenders, including letters of credit, standby letters of credit, and revolving credit arrangements, under which borrowings can be made up to 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." } } }, "auth_ref": [ "r57", "r61" ] }, "us-gaap_ScheduleOfProductInformationTable": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfProductInformationTable", "presentation": [ "http://elmecommunities.com/role/NATUREOFBUSINESSDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Nature of Operation, Product Information, Concentration of Risk [Table]", "label": "Nature of Operation, Product Information, Concentration of Risk [Table]", "documentation": "Disclosure of information about concentration risk of product within nature of operation." } } }, "auth_ref": [] }, "us-gaap_ScheduleOfSegmentReportingInformationBySegmentTable": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfSegmentReportingInformationBySegmentTable", "presentation": [ "http://elmecommunities.com/role/SEGMENTINFORMATIONNarrativeDetails", "http://elmecommunities.com/role/SEGMENTINFORMATIONScheduleofReconciliationofNetOperatingIncomeofReport ], "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": [ "r23", "r24", "r25" ] }, "us-gaap_ScheduleOfSegmentReportingInformationBySegmentTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfSegmentReportingInformationBySegmentTextBlock", "presentation": [ "http://elmecommunities.com/role/SEGMENTINFORMATIONTables" ], "lang": { "en-us": { "role": { "terseLabel": "Schedule of Reconciliation of Net Operating Income of Reportable Segments", "label": "Schedule of Segment Reporting Information, by Segment [Table Text Block]", "documentation": "Tabular disclosure of the profit or loss and total assets for each reportable segment. An entity discloses certain information on each reportable segment if the amounts (a) are included in the measure of segment profit or loss reviewed by the chief operating decision maker or (b) are otherwise regularly provided to the chief operating decision maker, even if not included in that measure of segment profit or loss." } } }, "auth_ref": [ "r23", "r24", "r25" ] }, "us-gaap_ScheduleOfShareBasedCompensationArrangementsByShareBasedPaymentAwardTable": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfShareBasedCompensationArrangementsByShareBasedPaymentAwardTable", "presentation": [ "http://elmecommunities.com/role/SHAREBASEDCOMPENSATIONDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Schedule of Share-based Compensation Arrangements by Share-based Payment Award [Table]", "label": "Schedule of Share-Based Compensation Arrangements by Share-Based Payment Award [Table]", "documentation": "Disclosure of information about share-based payment arrangement." } } }, "auth_ref": [ "r320", "r321", "r323", "r324", "r325", "r326", "r327", "r328", "r329", "r330", "r331", "r332", "r333", "r334", "r335", "r336", "r337", "r338", "r339", "r340", "r341", "r342", "r343", "r344", "r345", "r346", "r347", "r348" ] }, "dei_Security12bTitle": { "xbrltype": "securityTitleItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "Security12bTitle", "presentation": [ "http://elmecommunities.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": [ "r673" ] }, "us-gaap_SecurityDepositLiability": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "SecurityDepositLiability", "crdr": "credit", "calculation": { "http://elmecommunities.com/role/CONSOLIDATEDBALANCESHEETS": { "parentTag": "us-gaap_Liabilities", "weight": 1.0, "order": 1.0 } }, "presentation": [ "http://elmecommunities.com/role/CONSOLIDATEDBALANCESHEETS" ], "lang": { "en-us": { "role": { "terseLabel": "Tenant security deposits", "label": "Security Deposit Liability", "documentation": "This element represents money paid in advance to protect the provider of a product or service, such as a lessor, against damage or nonpayment by the buyer or tenant (lessee) during the term of the agreement. Such damages may include physical damage to the property, theft of property, and other contractual breaches. Security deposits held may be interest or noninterest bearing." } } }, "auth_ref": [] }, "dei_SecurityExchangeName": { "xbrltype": "edgarExchangeCodeItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "SecurityExchangeName", "presentation": [ "http://elmecommunities.com/role/Cover" ], "lang": { "en-us": { "role": { "terseLabel": "Security Exchange Name", "label": "Security Exchange Name", "documentation": "Name of the Exchange on which a security is registered." } } }, "auth_ref": [ "r675" ] }, "elme_SegmentCapitalExpenditures": { "xbrltype": "monetaryItemType", "nsuri": "http://elmecommunities.com/20240630", "localname": "SegmentCapitalExpenditures", "crdr": "debit", "presentation": [ "http://elmecommunities.com/role/SEGMENTINFORMATIONScheduleofReconciliationofNetOperatingIncomeofReport ], "lang": { "en-us": { "role": { "terseLabel": "Capital expenditures", "label": "Segment Capital Expenditures", "documentation": "Payment for capital expenditures by segment" } } }, "auth_ref": [] }, "us-gaap_SegmentDomain": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "SegmentDomain", "presentation": [*

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the following quantitative thresholds a) it's reported revenue, including sales to external customers and
intersegment sales or transfers is 10 percent or more of the combined revenue, internal and external, of all
operating segments b) the absolute amount of its reported profit or loss is 10 percent or more of the greater, in
absolute amount of 1) the combined reported profit of all operating segments that did not report a loss or 2) the
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Arrangement by Share-Based Payment Award, Equity Instruments Other than Options, Nonvested, Number",
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that validly exist and are outstanding as of the balance sheet date." } } }, "auth_ref": [ "r334", "r335" ] }, "us-
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+*Z3#=$U=ANJRVWM4%F9$B"W@<2DJ38B&!!X[I0*G^(+K)U9=SKJJ0T'R*GOWU7HHE#<,/BY+B3,"> M $
_P(L$H=@?$#9I-8;W(4S\%K^F?Z%E*Q:?D$P]!]!I6AD/AK6"NT5KKJW# M>W\@"ETVA:+Z (D=/M(E
Z[1YNY)UX9C(T;A=,(?7!35G5UOHE4S;N_8B4^0 M8160")4CS$>=U9=,R1M2]5'%/?G6WYZBYT;^7NWP1GL' "?
N\&R]OPN'FZ)9 M-*U5'O-I=1VXJY3FH?<$OO* "M_9QD&'G:Y-\3+A!53FN72.Z!-%(]$@(;Y= M2-@7E!P"WLC1UM<
_.])>;,FZ8]*PORP_]HB#4<;;_[=QGU%:G"AP// .R7_MY_?2?E>>2@)8ZO)^MYU:$+_Q]3KROE"Q_V,-9Z_-
@=23(%CO?.))QI;:YZ +,@8ZV(FFP8 RVRH$/S%)PIBXY6X_N7C8AV+]]U@7]?F:0 M65K 85L""2%L_,:,
[5&SY;KTVT(:>T7!-<_@^'5]M^]#KPE:QUI)@@9!I(_2* MEY8FS8]3%)M2]\>5$%B& H=/I0^?FOF2! -2#A/%B\^IC?*
<;/\@[>.-$,W+= MW E-1TX\;!MUQN/>HZW=SN-MG](Z"9.1OW/4OOIMN/^X,L8.]Q)[5&8WCC% MB*(M>?'V8'!P#RZ3?
GG+>EON,]R/9 SBU\]/ 2KO+ZXO-PM_[?W3'/-+8Z_\ MNJBF%;A:OQ5NS#S!N:YW[>#%S,/K5T.DV_#W_A6*C4G9$=-
/F)WG%:VSIT_M MD&7AJ)@UT_1;#L*W-,_O9I(R=B&PYPGA;NI_P=02P,$% @_MUX("6?M"Q*OZ! PR,_!@ !E;&UE+3 V,S
R-&5X:&EB:70S,BYH=&WM M6FU/XS@0_GZ_8][H=D$B)4G+6]M%ZI54]+1;6%J.O4\G-W:(M4F M)NQ#+>69$S-
CO]7TZ]N;N6Y?<*KCEN>Z?]0LZUXG$IE&>Q+ERY^EFMQ*B#Q# M?1.AM4A;1M=L18O<7FIV]1V2\+.L96.NE;HK^5
D0K967/MI&XH3D90GT];[ M,4^9@B&[@&.1DNS]NB*9E#%MHYZ$9ZR*T?--5,%E MS"=<0\.'ZQ%=B>6*[R$FG\D7]
[5YIZ^GQX/Q.!C":-P=!Y^"X1@.^XOO=>]@ M$/0A^!+T3L:#OP/TN3_H!Y#2>L/AMUA;]#].*CDRXB,#Z$ M4=
;#PZ'L.MN&4#&!P&,NL=_=H?!R#G\|C'X![H]"Y7ON@]4V8]VS"M%.HX9
M%!EE4F'2&5T'C0M'DBE.34,C&85>S%D$P24+"\W/&1Q&$0^9+%E+8I]G) LY M22KB%
<$NQ<[#E9;D]C0(5)FD]$"D:9%QS9E:!T;"&&(FV60*R*1YA,L@,FN*
M8FNU1!$9VT2_6]G<:?]\QMLYH13[M).P"/N'7W4MGIG06TYCZ]50625K55B_MWOSUO/C-
^]YG$F$@^%P0B;LRF<(QRX74!I]^D"EXKO,9(B$M4-]*+F"82 I_M%1F#AKM>GGH13W#M-
J)PP75L%T=89]+6@RVBX#*,2796%@I7BJ/L]N%[M[+C M^VZ[=,1>>.TUB(H$O0M%FB=&PURK9-
*+IDY796I/;2BC2]O@;D&=-S;7*5K MAG+#A[G];]@-V=MM-+'P=MO&NWMK;X%+:])(I=5H5]7%,RR?E%A00E1#4)3B
MJL5C5FT1X:;VJ34DA5Y&4 M92!R)]U-=5=#]C\.7X/F=7R]G3F^=TQ3/SCP-)DDK&*8"(G-V4%X$I(KUJI^
MM"E7>4*F+9[9)%NA]NV6=VZZ:$B2F1%KKR1_G_[J;CD!:G14T\KRC%RWI U-
M;],VZ]O;WKU4MWX_[2&M36PXF_Y/J7V8MN,W7L;9YJ/4;MCTEBE&%%5.L@^U
M1NU&1;7_!*\.P;HFTB6(/[Z)F)+91\G5'OZS@M[%OW3 C.[9Z'BZA9GA<+_M9^5A]83@7+!GY#/F
8>45TK"NY7F=EO9;S@B10+C.GP*]YE,$9IK.7ED23\A M.<_+.FN>9MY#7E BX12]!"X-'LN-P3)M_T?]

*[[DK^Y6CE38[U2PZ(M=8WTZG MQ2_/!3]=7C4/5P^HD6;G+(-/=>A+QE6LR7*UQ^<\HN:@+/1M)POA0["5=YR7 M ;QEVC3WW*A;]LVR3/E>/9(<,YUC]F\E?>UMAGB;(=YFB$69(4[KL"]1[0%) M4W'EINXRM,07F1]> Y!E!F&9\OS00[FWI+_\,- -0U%DVKP?^2?@;B6/,7#CO9)<*/NTI2598@OLUILFW]N7=!:;QC/D M;(-C[.3D_2>KD1JCC) 877R93_]TMR0NYB:!@!;TK,3;!EVZ]WY5755=7?7S M_WT?N^ 5!:'C>W_]BU07_P*09_FVX[W\]2^M_DVG\Y? _V_ROG_^_]ZO__?[X M ]SZ5CQ&7@1N @0C9(,W)QJ!:(3 / W@-^<5@@<71D,_&%]=);?=^)./P'D9 M14 6936[+/LVN!Z]BJX8MG[5@*IUI2]6>66HBG2E]I(*5;DA&IHEO%PKHH@T M43:N+$7"EQE*XV]@0/T*#61='6J2@E1;L*]-4Q\@$PYL51R0CP<0#FW%@K8E MZZ:F#>A[1Q&>,YZW%UX[[W^MC:)H7158BLA7OPW_47_W7NZ]]1_+V0$ %&F*SD8=]5:%PITO0YH:_*4F/= MNT7\ [N2*[(8XO']!<#*]80C# ;TX_>(K(6YV,7F2L^G97AA!ST+9]7C;TI],F2:9I?Z;=S?%U-@$U,E<4K4;Z2Y'FR MVY]FG!)1_YI\.;TT=%8-#%\I??W?^Q]]:X3&\.H3G]9/A0":7G3M0BRW->1= M/?=KS9]'"-K-G\H5^CYW7O]9N?"_",GSU]#'!S[:2O_Y:B]!{])4^ MZFOSO_[KOWZ.G,A%34+I]XRT/W]-/OSY:_+H@6]_-'^VG5<01A\N9H_MA!,7 M?EQ[OH?P )SW:W(A"I)?'=M&'OT5?]_%BB1PK.3][]$C&OZU9EUA$?$@833& MR'7;PZ_[N,&C"Z#;\6ST_C_HHP8D1>C]CM&<.@,7/3#":/L_M39*HU)];].6?'A%TVUC&(G2/Q@,4[$:#0D-2#SDD?:GE#.DN M@!91UH L$W1_(7HA2*TM\])&EC/&N/QKK=.]^SQH_%S\%C+LB1]$$(^WGSP( M"Q&1*GRIF(V^07@\50C9$)KT@SD-&* APGK'0N$*Q4W6INN0K@)XA("N5=<1_MIAR>@3.>N&1)H)^- C*!!1U=? P]MK,'I^V8O2=\9^G%_Z(VPC6A"QUV.(+X MRUKV^1C!,_Y0,_DK^?+GKXO?97^39RP]+\9C^/RPU*2Y?N[? %GT6UEI],HCI M,_&2X]AH_E+*>ACYP8ZO7;]??'B+/'_L>*L>FYF>F6E4],O\SSP%0U)7/'JBG['%%K*/L+_PC_/710 M *BB0"N=DIO._RQ:29]OGHY@\>D3:B9D?V%-&T3$)]*FR)4HX?]E]\V^FP[3 MGKM4OR)6X^(WV=_92[XNS'LU&60&R)#8XU$ZLP8VG*8/2K_9968*&!H-DR(N&$LE@')H, MZ6R2E33YT\8O>Y^XCN5$B2< ;&><6$0SZ[U/'_5R3_OWF,03_/'$]XCQWGIW ML,V;788_QPY^/_*MWS*O8N4KIM28CN1D>LBL.,E;MNT0LQ6Z#]"Q.]X-G#@1_M=*M"?DFL.OTM*Q['+HGDWV('/ &,6%'V/':[]A-#'O#+HHZ'C:Q465X/%P:WV_/B_9+0<&7(?7!7XL#D[OH>F5'@NZ[C_MO73PW_(45H?\!_=WSGDU8"#& (!W!<0?WCL]D46*! M5]R%9YQ!W.&O#K/D]D<'CA40*W'+0:Z\]W^"B%B9]*^ZQ\]*1*Q,GE0]+'#]_MB%B9O*AZC. ($;$RR5UUC_X$$;$RR5]UI_U8%I!<7A12KK]_?0H+]$SZ5]V'_M9L4"*I,GE7>;3VP!E<@+I>I>\1$LH#+)776'^ 064)GD9RQOM>+M_MSM.D+2K<%V67-U5W7$^_W7DBQE7=Y3W)=N>)>%5U5_EXVYTG8E#E?>F3;'>>_MB%E5= [*/E_]?W@FKJCO3ISD_4![]J^Y=LQ+L*Y,G9[0%?:(#_.7QHNHQ@J,<_M_"B/W%7WZ$]R_*_\\K-P+/A_4ZNZ6WO$7#:EI "K6G7W]$2Y;*71O_+>)R/&_M79D\]:J3>6KCKD1>:%5W/H^3RU8:N:ON:YXFEZTT\C.VDUOFU*KNI;&SDWN:_M.CQ:U? V^8QU@H&5=Z7/M7!U5,P_MJ^I.]A%W(SC.3FYIY*ZZ_M1W^:G=S2R,_>3FYI4ZNZ6\M.L.\T99;U]ONZQS]V<0K>5-[-/7FP[T2,J[K+_M>ZIC&R?@5:/JKO)1CVV<@D&5]Z5/=6SC%,QBSLD.@PB+B!?ZKD.Z+MIM,BP'_MI3RBW92>X#MIPO: (G*@?#T+'=F#P<6#GHK2#TPWF7&DF*5YB':(&L][T38"P_MJKF#EN/B82UJH4?TZKNO>#5?O*@J/G2#N8UO_O-9Y\B69\^[D@C;N99#>_O>_MHM_*'-I/KS=\2%O!S5D05F_7_69$&Z$LVRB,ZL_MS_[#]UZPKS"^18.(M&9=)/L/'WKA _P@JO^0M):,$I=79GUP)@"^8')*I(UA_M/I/SDS3L97(>W-D^F:_;S/FF=,7Z!PP<:KYAEDV=GKD5;>7W/6^;S%<8^<7. MR,_;1'NUR&/.,SXI/*A!1GH")^\B?]X[GC..QQQX)0./22__,^_A>QF\YQ[/_M)>_Q&>S@2N_/,5X!/!_M@]F0%1, <.DQPUN"QJ^/OQQGLYG[$@Q#]'I/]ZE>BY9;BLY\N."L=N"AAQI4H_ME\%LD[D_'6?VB@4O;U3Z$S+V6?!,YF)S&1? F39XY2ZAE_R<.R=8E=-R/OC.>_MN*B/K!AS]O>*_L]Y&45WC@<]"_./W%H68#A03PQ4YF)Y6X#ZA((Q1^8E()._Y M8!]7H1<;\SR1'#_7\[Q4Y89]]\AR'*(=_513=S6S&'U^CGHU$YNK>@F]D]KRT'_M$AP/]88)%_X/@3MDHP"Z= [%GA^WA$%F1\XKZ;W#"S9CS$05)Y%N'"%;9CJ@HZ_MYG8;N7EQ_J!C=N>0K/8=+XR"F-PX'U_CN3XDI$", (I8%B,TVQK,7)N$+\G7Y_M0#C,:6M)9&[OC8ES&!<$+_:ROC%X6$/A<8'_1_HS1R%S&U)<'9T&",QMR^0!_M@F2<%1_.9? PN_UPBZ?Q"B-:,3'C*,3_K9(]:Q&'UD%2$RI.H1G+C+.-N$;_M5W))A&+BB?J3X-9/\M=C\(0K=[6PQQ@KFP694X M4>*A*4EB.):T/R>V>V,,R01SD9\J<:)4F6_X^K$')Z_7PX_P0ZO44L%P$*_2_MS"A5,AAVQ$MA1J46C(IZSLPPHU3)X- [TB0C/O>DMA&>@"HDDGY/K_1"@5\>/_M0_>CCZ+(1?:9\HQ9)_T..L$_H!NC[Q_'#B@J1XW+@P_]7^8L38]N_#=&8_# M[$X';2OZOFOO^(GPL_:??P@%?C7,*3C36(LK>0*B0Q['M!@-JIQ/&X<%:UR_M=:#!;(RE##XH7&OL 0UF(SY5X4:9S][,;,B'+^^GA@:S_2B^O)|:&LR&R/CR_M?F)H*,S&Y1C4&]P$= ]DZBE5B/==DG'!@9D"DX<8V3)M.#!38)YUM+6"AA4'_M9@I,'NNM-!9*-?'/.KC+S;K] I.'EKE9QR0PSSK*SLVZZ@*S"C%^5C.R+LG$_M8,@3]<+>_ZN0946MLK]=5B9DU2KLB;_*V4LR2QB";!6V;EB%+-,H*=- \5*NP_MC\(J2KCY>!+(5F&'A57(6<&4=A@Y8QBAWG!Z2Z4Y_M4H5]@2J(2:FZ]PHQ<>;%I%2,,!OR? 7"AUX7C^39W_X3A",M#Y'N/"+]8$Y@/_M'>\5A1%Y]E,0AY$L2GIO[#F#..QX%AG%*R)/*I\AGT_]:_E/_6MEU=K5F(U^ MLLZ]Q55'+6O5T9B-[56+(5I9^DUC-HS6>H.!/2L,33GRB&D?.!9>Z_LC&"!Z_MR3;/K035=8[")1]SP2)6&%.L? GMYC&$V)')"QAS(2=&8]>5O?*KN_QCACTE6_MSO>/3Y1_"'P\U^ACZ=9H#(-/.4)]Z*+P$;TB+T9=%.T[_-J&_M"WM<+_ %D8X_86]N@;Q%H14X$S(F0I#>,*/#/"CQ*AF$F_VM"999&FAXZ'PK"?/")<7$.35T$W_?;P_MVDH]A;9B-M:QA4NS%3&8^ %IF>O9O6B$@O/DD\YL5(,5:3]0&M.9C5ZP(R"' M(CVS<0I6,/_9-\ZKFN9\<=8PST+$1&?.96=/0)C@$_? H"Z[SI]BKT+E'7PD^-=CUZ.,!%A4'!A]D_M$Z$W[$>^-=].HOU[C(=[ZY!=ID%,0I>MEP"A8[CU\I5MWT+]5O0T M0O$0D3S=AX#$],\+HP\6\&3O>U0@Y+Z/H_M6M$GT:,%/B_S)M8*? M1,9_!5WGQ;LF6VXHP_^,X,!%V? 4#/\#SN+)\UX63$%UGOWRSG7#BP@],(Q>K_MN2MZT[?TZ0,_BOSQM89?\(J"B.S"I"^A[TN^GLVB+B8SB3"] (CM[<_IU'7_U_M=?ESTZB;XN]OQ+I$/_]*GQ=D7V8$G$0U>@^>":'47VM*[=-DT^%+DPB$ONO8 MX$\B_>];^CTAWO*7$VB3K8MK$>#OIN__2@FS@A&K*$_&DWV/A^<'U]G#AQAJ M5T,X=MR/Z[\\87D*01>]@4=_#+V_"""TP]L0@W.87!@Z?Z!KR<#DIW^^)3-Q MX.=07]64D&1"]>=NYZE]"_I/K:=V'RRBA\'A]MLWSX^=IPX>:ZM["]K_>_-K_M]_M+&]ST[N\ [_7ZGUSWA%.1<4YAM/@K@MGY3![*HJ>::8<])K+9&8DN=A9YK_M$O\N_A\S,\P)M;O>XSWX&>MRS_>Z\1@_Q *IRG]$0[K_UH_'R>)I(^?ZUK?H_MV1NRPUFCVGZ(+VA*XM7?Z8HP>TISO9C-D4(]"BG$3Z105Y+BQ_\DZ>*W;-1G M!;>]+'AR76G(&]>[W$NG5E=E(_2N6Z=S)8Z>?).%KMYF/XG#K%M^+%$!G^2_M'[JM_+NOX-ES+- ]&X+Z_,W83*A>6X+_'V#E"@?N1G+^H@:$?C&&$S:?WZ'KH_MO"/[*@KB]9#+1# [,A]I_^RSG4PA&]HE(N:,66!)"2LF_/[<>G]]// X%'ML/_MO<L%'X_?L]_Q(O_6"_&=D[K!\/]/9VXG4O8L_&GUR-_M\2- &Y+8K&WYX"%\\P)-(D:5A1^!*UV5Y)X4LK2/0<36>_MCFU073IHR'<*]TJQ'8,W5R\(<4_@H\;;%0M6#1X1-8US:>?!/XK> <[,_M+VC4FO5*E'4)/WXC@2L_MY*W1T43C4BP29>O,(_2G\X)33EIT'K$]/)ZX_@<*P")00(*4(FL-*Z9P42%I_MV7: PC#]YP=^GI0)B%EK-C1-!/_L]&]ZV/7H@M8_VI\%12AL:"^_49Z&WL5:_ML__<>6H#2[_I1N"^5^_M]@\)?*^L',MS%Y5/" [G&CH5XI\K*HYG*0SW]C=%VRQBEPV">E\VAMP=310@'V_MK29Q$,;$XXI\@*\@:U^"#TG^,OB)2&4T0J!E1=? [<+02,5ZE46\8FW?8+_MI;HDE[/O1T9E'BH0<\R80#ZC[,F)7&]?(FB-@$4]:.X7Q65PB@&DFK[_,1[X M[I>PB/%=B0EVTW@.92%ZMT;0>\$?>.!MY.!/9M]G:CY6Z7L>]4[^D.0!!?YT M:=6QOB8%4[A=]!UY"%M!9%LF:Z]3[D['24.#^](P%:=$F]8$;"3154ZG):RU_M4X&3H_@"@P]@C9#U&R_5_M?;_N1^0 !#4/9X%[[+1(]8,Q@B$8.BZV,:'KXDO(7BXQ/7^/'6)X8GMS@-(+ M\),7:4\%^$&ZA9E:H'/6:P9@8I62K\D6)K!CDFU.+YT$R$)TA95D0/,N0O_%_M/R^,\>(3CDAMUB!+]XA&,/HT!? &%X=)QIC24:3/HL=)2.0W&20,(V"*R1-L^!'6DU^7?Q:-$]S$08!?E6R>_M$\48P2@.IY)NUIK_0N%G04]>!0K*36FI JGHINE8!Y#=0AF3RS^[_@)'3DXE_M]=L9Z0Q_!_C+SMB)(BQQR,4R%/@>66'=#X#P:ON1V#W0HB&A6QA!0#;K/RN3 MV3/FO=K'&%^IBAI1%8_H)7:3_&__Z@E\(?QL?),5N9Y>$(T93*_M<_%DHQWJBM0^%-I2F".7H1E^7- MR0VG&M7F[(T#)66Q[=K.\O>"&RQN+W[P,5W]I%KS!Y77UIPXTDO+C0V40;YR M4V_K:*GFU:IJ)AC8Z*G4UZ>>I('X)WZK:0_*7-,['Y:L2^&A]5G73\Q6A+9 MFP89DC]O$IOD]#,^U1F&9"&B),H*B6P]OB#+^&]P)T-"R'EVK/IU&U.$3T*@S!Y,AD-#VVE87_2&B,O,LE_M3=' FX-?*

C5|+/#PWGSB]KTY(/>.T#R9QJ$F.-+F8%'"Q26L(0)*B'7MUH@J0
ME"_PIY7.+]M!&C9"66<7,@I'R'4S8(,O&*XTRC4LV):#[>OPK[5.]V[%[]<_'I,3-[[U6Y) 0[]'D-4$+RN++/;B M|97M1U?I
[%1B"T]_"QQRG"MUC0,091$06M,,URSH3:)NL&O LE(P1L*$/!G M+ZOG88G!1+3U4HMY,6*EYB|SUZB58-
F]V_;]+@RYY+&;)R|@I]G:89KTA-HHJ*$FLZ|IF!97W48T&?I19R]., NJIL M/K-;;]!W]-BVBPZ=";PN!+] ]M(B,56?
T^I$TL/,*F=XZ0&O(]OCC?K>'"M? MP>6-G|'COC&A"+8NTS.VQ'C$SL0H(*;LGW+4E!4)4X((=*[!W31(TO$2&Q8_
M|.>O<%6%B(UV51&[:6T?'P(OCQ[,+8=_/U/ MA01T5|27NY'#05,V:/1/H/D.70P:!/HCA*)P)XCLP,L5GEM )KI>|W$F%V.R
MMH:57(S/@L,F%6,;>63/:D&@YW2_/P2]"4I>PT7[;!BO<]$^8PZ3_)M02?F,SWP-
B7&,,@)81A;'+8Z;G"A*YH%KEJ04'4]L*5ZOL2XQ$ M:BG_G1QO!=TV&YOG./-^9J][M$]?6FC_0"W235966/^7+
MZOGP5MF2<,+5X;'488OKPRK(3*/6).$6< >MR_^X*CP?MG)5R(@JY+N 51_9 M1:PUG[VY-G)]Z**Y-,;Y=ATD*O,?YH(
K3D84)]_GJX3(*+7F M+1I"FOH03T@?$N0Y?C"G,+ER/!M.<^7(B'+DFWF5$!F]UKS']V!KWDZI!%WG)UR(@ZU+DZK(#
(J'*MV7X? M.0."\(Z(Y8J6XY+5T\+|N.>C*-.JS7[F+0PXO[E63%5,3>IDFW%X+/JZ >I M!
[^"^R>M/ZZ4492>E,6\T*KTC954?6@]/H'.VE+JK SSKM-M=6|ZK1^@T[WK M/=ZWGC]][O*H)A/QIA( S"QV
81QX3CA*>B.1;DBD[Q9M@4,Z;\59 M]5]PH6]I K60LQYP_H*:S\)F^Y+DPY(ID&NHBP +RBDG5D(H.L":!,&T-I^>C M!>
A"X4A##YH-S0(AM ) )YCB+]-V)&VI)JU08).,!"H BT2Y "GZ% MY<9V D@_#I((6YX7XX^Y@)?0&T__>F_? $'MJ/> *MQS;
MDV]=LD7;3X>V@X.-H?I_VY+|^2%]"P^5OL(:"(B0U0()2_C@8!MJ[H[W(UZ;%D9ZW] M[O,9--
*%@6:A6T=QR&R)!0^@]=M+X&-G|RJ=CV4A-!Q^*QA!Q#KY1-MCK3"D M72]VDF;M5(LU'MJ1CKO>OU-
7I/QO&=+_/G.;;HP]#9;9_@,[3!]76E 2SH0N2O+<|;,#E(1:$/)8FQ\\6#;HO?E2*'UT41%ED M!#_[.@.%@93>O]9E.7>
(;551T&W3K:B.]X]2_;P43@47HZ1V;*L>!R[-,W M1I, \P].:YO#L8^'^4=Z5..BC,XOQU+I,_K?SI&_]'0U:DVMH0BBIB[)UE)
MF%NDE0+7/IJZ'' 9&%RR(=#M]%.#]\S8=<-,|CB858E]_G9&Q(Y'Z[F% M1:-Y*MD<% 738"64QPWO(ZKG,@
D,P:@BS*NG_R('HG /Q!=9F>*UIDNN.3D MPVY:EALXNUC:A45(25MR%+E-MF6%860M.79Y)_VC)ZMZ 8& 3DZ M^
_HQ]BHB&NUIB;HLLF(C<:-_".N$0L/W.QV&]Y9X1<+2!%):)!<@-DO2P+JF(V^IEC::L97BZ62,]N05NQ M#|
[3E0^M7;/*"3XM\QD@"V$F#ES$+=]=-6W+LC!-L,GAV5U2C^)Q2M0=MH#( M7B26C<;>68#)Z0,T;S"
MA9O/N')+9(NN34G;3BB+Y826]TY.#A<5$ E;(8H@J:R'*/WDL]9*'=CFQ3!HA 1/X0>(C*W/ ]@XV55_A
MGZE:WV(I46@\),@H]MQ)*H$L"PV%E;W?(]A$7!!8FEN)]LT^@J G@]"HK&Q%
MG%]8H[(1[A^DOW.LSCT)N*W>''JX;WE J%I7/!O9"-%W U;R1U$1HLU4!=G8.QV.'2>!@ZQHFL:!0::+I*ZG8.Y? MUI-G]"
(2D32AI1&HCVB>2YQ3OK#S[*2EO$TIF3MQ'49'0 M:DU=4/;?-^16*8,8V])R|*03C DRZQX-
N>WY5;]3.*2XL076U5]ZY;'/S6K-N/,]!QM,0:TVQ+BZ7<%SZ M $Q@ %[)T[Z!M3-(:%[|V.;W_7ARB<,C
MVQ+BRC2=98HGPP5P^K+"E"\&FV1NO3@*(^@1 5^ZP,$0P9]&PFXF\;8U\<8?CWVQ]/VYHSV\;27<:3#&,8SA
M+7I];N![FII&<4MX6U76\L9&LW-.9 ?GF-A:.W/[S(H;PD4'M\JBVSXN; 0; MAB!*.="=]'&2Q7Y@_.Q!YCV-
YX.1&5O/!FF*L)S?N\T^IJ<&9@014BY0+?ZW MV$- $04@B[)*K[Q%%AH/4 4B7Z]"
_:X+PHU^1^[&'>7T9633YA2ZUCY8X MW2 "Q4H'&9YB=43[.07=G)@/R4U'A46A7"%W;1W:X(MN1+Q*/2PF>).|6%1B-
^)82[6E\\&S_,?83P('=N!P:X'MZIK$96HN>|=SR<' M+3LI:5>(!^E4:;!R@I*;RT=4K3G
05I/FN<8#:Z(JO(7EZN9U!0S1\S$%#8$J;12T=P4/@^\%C:%CX!7/(O,?E:T MB[.?*[),S!4YH"ELJY>-;01(N9)0\G/O%#*-
_62SPET1RB?0^2BM_4B6IZ] MMS$9%-+Y"NUQH[.;9EP&RPF M]],?;
(PC&\$8!B^.1^G_]>R%A8C!>GPQH0/N(P2@13;_H?=!8I,>;9\6^2 ; M(2(F%"@T3V#H>-"CI\!"H#9,*!K8H#=:A) M
PB'MF)!VY)U4],&_Y;(<;;DIE$P.R?X@]X& 8*_7<$AGN U=-_@1TAD;QYC M&&"?Z/Z99 EAFC\/
B*VRZ,]*54;*ZG:_G'?!C>]^_OG;N>IT^Z#5O<6])^_M]SNWG=8C_H!=F5L]H9M>][;=[;=O\:RZ_=Z/SFWK"?_1?\+_W+>
[3WW0NP.] MA_9CZZF#+U@[/5;F\Z73!4^_]I[[F#%] ;3_]Z;]\ 3P^$'_U]9C&^#IM7Y:
MKQF9F<9SM_5|V\&LF.8VE#H,,Y<.^;3\;X"TM@;2=!F>:5.Z[./!NW 2HNOL MEV]9Q43'HV.@-
WU+GYZ]8/*"S_X_>5_R=:I:S$9=T0VB7=)(1/KB5/'4\9R^
M+G^N275=E%=^)=:EE9^O>Y2$;]!7W[+N4>L_U[35+^&#.NB@M(V/VA+G*G@&
M_S!>B9'+*5EMVT_G9.:94R+GIYG5DN),0G.C %N1]_BZ40C:GHUMQ>RP:8Y2 M:1OCZ!6E2-
]Y7Z3'^O]64NIB$#\7!BK@G[+-?'*^NJP);ROS=TY$4_95%CGH M4CFB[(6DO6%4.7(I1=1HN55]3A'D?$2OR(O7'Y?
+,==2U-"A]I7RP1UG<&7N M)$L*RQ*S\%+|$.O*>;|:.;:-O&L2FE>V7Z)NOT3;?
HE.I)1\Q_L>F'M]PGRP@WGW8[@(?/[V>PDDZADN2[G2$<_]>IZ"/P) M'LX'(/_B"1/D93T,23'.TF]U&YEK"[CQ-
X:WQ:Y8W2=$;:7T;7EV?RD&0I&(D:8*NL])?O-0.D14P_^=W<2+XGAY,=+PP#G:V :M;=;+4_0WH
MMBE=GPA9L9AT,J(6%A*MUFP(IK&W!W M68+5IA#@06$EBPFL6-DXY+
Z5CSPL+"2:DU54,PS2M#CL,H5'#PLK.1:4Q%, M=;FOY!E$"IG..O\%>2B +HT,0GOL>*2)"BV#P<.#NX8'4YIB*6DM4#3-
+2DL_M' H)[4C*WDLY]\@9Q-*6$&'96%()EG3>V?4LL;0E3%@VEC3:@D51]M[?XV!B
M$$Q;0H5E@TFG"2R:S$K<^7(.'CX%^.:$6P03%C'T>:1PITCA(BFIR[0H"$/G M'=E7?Z# 7R4##5*5PI E^1LC?
A!WKX\5#-R*G!PJE'2*$%2-E70;#IYCA?SV M5#LF5SOGC)Q-4;T2U(XBUIJ:H#"C=BXG=G>+)@%F2V*VT0#>F/2@^(-
^P,-W MNX;OYLE*W)LYHA:6#0DOR8I@F*PD07_7^8BQNS*!)&,@28+*3#8-!](1_W=E M DFI-
55#,/ANPED":4O0KDP@J1A(I %W10)V655I/%"T'G>7>!4GW&$(=S!_M-5]1S#/4;EL,=^J^8K66U7 HK-
(T[,F[@E1:M]7)8_WBM5]F*USA9C?E]$HD-)_,,/BRL>D^Q, MF5)99Z)/O](=NL'[N6-NBSE?
N94D9QDT*6RSZ?,FHK!KFO:B$0I24Q1\08F;]M-:_MHW1?5YK??_S[+R>IJ4-Z=V$_"Z0XOK \IB|ENE 9*=/ 3=?
WIHYK86VOU)JF MH!C+9NV2GN$) Y7"T!:7]$P,T;.'#9-CZ-PPM,7%*1-#Y,RA(1@KZIIP$%4; M1%M/# X^=<$1*K
!_B.5E MP&NZ[5ZF SI>2(B+PI[77B!N;WB+25O@#)7*CVZ>-92V5>DH$TH&A](Y0VE;
MD8XRH<1/=E8.2OO9S"$>/_YM!U M@4 M/4SVN ]H34T]36WR4 .# -]6!;(.0,M D4FKYKW[-'.0, B2;6D;>;3,]E"4
MIM2:Y%@OK|=WCAC:EH617]&H+"D:'K/D!P8KXB MV8IK'*1E*=RQC]&F[;]1 MS@_6G O\EBS-@|./M@&3]]K9XO
[%_@MV;_'AQ|Y74B:Q^ZS/<_Q=R[XRQN>_M+_]_!MW9EU;X4PSAC]O/O%
())UPEKN*$XX3CA*O$59QP;!_=/ZG9VD41^;:G+]1Q>D^6U:LXX?8C7/9U)L0:UM7E;N/EN'].KA0L/+8?
M#UP$,F5UZHHA?'1'&QV79]X&,>$]<=795Z7]#D/' EX:W083%.!YCL?8I_U'
M,%@Z1<1=FXMV;1Y0T">PV!CVEM=Z.&T8>)@,8?88"KZI,R/.G!FEUA3K(M.^ M#(\3<&$ZC#
U2A8FE0K3<@UK+DQF*22A4FCPL0CV%R8+E"8])*%2:?" MU&!9F*H10&0X L:'5L[0> B'Q[XXX2IQU=D'#6|=-
XZ0S<.&W)X\1=@PA=\[ MB[+! X=$CP!26!B!#X<11&T".3_+0FK_0-#,B& M!"^0G&CFA$X%:R1GU&XEQ.
[&XP$*>D.]LC.3IUD^QLPP-]=8T&H+)BY]>_M*[]V%%_^++IDB]Z&NGS$DZ/K+-"UI?+R&G2EAN82R
KC2SG2@$L2!Y6*@V$N MNZ55.[\HW[ MTA1 HRSS?C6062_G>O[XVLV\+PU?1ED&/L<7F_@ZL8%OKK68.;[._E^G-9_-
M<:W%>1I\40/S:P0'+L+_VLYK\V?\(WOMW',L1'ILISQN_CP(R,WI6//>=D1H MR 0:?80 M"Q_C-_]02Q)SX_PTR,?1"-
$<$%W@R_Q/X>.!SW+@2X>(_Z_-#\,_MZVLGF+Y%E>L-#8]DXH<.X>%U@%P8.:_HVYMC1Z,,H',W)H2_%F>WP $>!,;6
MVEM8(::^2(WYGV2T!.".:>H#9,*!K8H#=:A)_PB'MF)!VY(QY+7!OV6YEMTT
MFNZ<3;"@70T"!'^[@D,\P6OHOL&/D,!SC@YCQ[OZ1/?/)%L/3@8@VEA)U?:/ M^S:XZ=W?/W<[3YUV'[2ZMZ#__+W?
N>VT'O$':S$XAL$+)@G9(3(7=?1))W33
MZ]ZVN_WV+9Y5M]_[T;EM/>$_^D_XG_MV]ZD/>G=DP@^/[5_Q=9U_M$&GB_]N M@R_>OW^3PPIE=43_-+I@J=?
>\]]S*D]#/>YVW]^[6 >+(^UY!&9N?3(IW5N M ZS3G72R-LWT)]T6Q4-UX21$U]DOW[(\;<>C;Z0W?4N?
E2I=HC$^QST(DY*O M9\]D+B8*)0V[I&].OZ[CK[XN?Z[)=4-MK/Q*K$LK/U_W*+-NZ&]A)ZW_7%-6 MOX./Z6!C:FQ^]Y:
'A-ELXU<=O=]>W4Z)S//G!+->)I9+:E+.]NG48"-QGM\ MW2@$;<_&IN'?8@\!11363G69?
2O=KXI2I.^\+])C_7\K*74QB)]SS]?EG*U( M.V.;^;(H]V5->%LJU#D13=E769PI73B8]@83[\BQ0[+O9[9?6@;ZTOS9CNFR
MUY?#D [?EV.%;JK4&0\N9.P'"8_@#V>_+"9/\!%Z@XP&L^!P2OD)A! (8(3!" M]@M:"]*<^8&)@\0.J!]YF=&

MH3/$Q"%C:9'TEB?XOFK%T+!99NK[KQ<,V%UGCK"]_.:CXX]<<5EAA_#S7FR" MZR
.XQ%@UL#]2R]AFA1'&$OJ:TNV]!%P9=2:FLS*<>Z2W*5J6)F?N03\(<;* MU/*DQ4&73$[LJCJO- >:YEFCM.(/X(?
VCF^#%A$S$XL9/[1WEOC*NW5S2'R9 M(L:7:')\G2&^#F:$KL=7L6"L*=6:DB#*7+V=(_SRQO-/!S^9PD]B1?N=?;FX
M!2;ODT>6'ASY7("/%SG=ES1L:Y^#1)!7:)XNBGK#712*0G+1&EIYU5'WXB;; MF_M;()Z <+QH5,ZB4;EF?XD5I1]E5)32
M2]DHQ5,Y"0;)4-XURZD7I=4DM5KUH M_>>]H90T)DUC;4R-NB;JC(W]J$N&R=B8S+HA&XR-
R:@W%-9X9]9E0V9L3(VZ M))92?VS+N9Q*55!)BO:"3AC&I,^ 9X->C!^05O MKU!/!8F2K*W^$'Q''AHZ
MU)7II/FE>$]B=1=*KI9EQ>/8I;&#Y&#]8]H* M^+$B5^5":;//D8S$"5"V-?!<;[2%M^]+X!MJ_QT[T<:%DZ?
H>B9$'V&|AL:A, M.<^$K1\/0L=V8.!L..EYWC1*H+,")I4NE;;5.Z9S_PY=Z%E( +?(0J17 5 D M 6RL0)CC5--^A3&.N
N5CT@%6T08FP\]89T]]KU^Y%N_[=T/PDSZ)1GZ<>$D6EH!W?A59]A2X%9N^6Z2-REE]$20]'IN0;DP(\> '-"\[2FQ0$L)[
M\A<7S&R]7"5ZM)74WDG97.ZXW#$S[R)R9QY'[@JNAR9)BVPHF] I974(YZ+) M$D0O532+)3.*.3.A3B*ELDA.
<^JFH)B\4B<7SPL4S[S)QB<23W+>519,[J&PJIXD$R:)2:\HF%SPN M>)"]3;Z*:K8F*5@G1Y*=)^%4L'%LZ1!'"4V]R=;W
'E*^76F.2@O;'M$%E^ 8G($11Y";E6'G6" ^?<^YP[G#N<.YP[K"0 M;7ZX\%-)#1MEB?<+/6/XG:#==D'XR1Q^E8(?
7YM8Y@X3@:O2=(/"EFZXL*27 MA7JWI"6,MUB>,\N X6DO/'3/N<.YP[G#N<.YP[G#N<.YPQAWBFWH+W5(7_2'
M[AW/#VAAB,3^O456@&"([@)_O& SKZL.\6M27F*5QZ/6FMKI]^|YG@Z:('(|
M.&E,P(FG@_"KJI0.DCLH,]>9,7W$%;G^6I)H<.=489M7QT:>'8(O?]ZDIAY0 M0#LZ;%17\H9^$-,794^Z)7&_-E3323.-
)%>:XIU15]21F"" CP \E! &U1\ M:L3)4UEX4)USAW.':W-FS ,KBXC-=<0KO)#5J3442#'&?$NX<,ER@.7?V M/!M5ED ;7*
K QDNT"QSI\Q8UN[R;+(CSSQ"AB)R5P^O1$#E1'.#70,\&$7P';TXT(K7>\1PO+(FM8)-@*4_? MTDX8QLB^C0-
,B@<|*M]..@8_(K*)947(II>UWF!@=U'4&][-6++"))#%6E-2 MU9*JX?,M498RCW>#TS^@&Z-=T42.N7
LG2&6\K1VW0M+Q3P96:XU94&5.-@J M C:>N<6YP[ESBK.()U;42J*H9:ZHJP$VK@I8YDZ)4>2C:P*5+4UP[#2V$Z#E
M.W2A9R$! "WV$%!$ ."B:5D=P M9'&SS,WE]251FUX73
MIYT"O6(1W2;1!^L@+.M$O,LZE,]EF\LVE^W/LIW'0CYZEV*Y0>IQ-)2&8*I\ M:>?BS\7_4&E6LIRS-L^)%
(%1:^]B(2C2LA50.%V+:P"N ;@&6-( "ML:P,2F M@"SH6@GYFEP!< 5P$0J@D/QO.0IU&K%72$Z6($D-P=!Y ("+/Q?
_0XE_GLWR M0P3W%*G6E(WEHB%:YS;ZBBDQDBEA0KAP$J+K[)=OV9D,QZ/HH3=] M&\/@Q?
$R"I%C%9^F0]^7?/WMS;&C$<%;74PPEZ8(I&].OZ[CK[XN?RY+==-H MK/Q*K$LK/U_W*+TNJ:N_6?>D]9^KAE+2F#2-
M3$UZIJH,S8FHRX9)F-C,NN& M;# V)J/>4%CCG5F7#9FQ,37JDKCYW5N2F38FRBU?ML)&2O3P<8P!XY,QT%A_
M_BP$208;/6S6B_$#TFR:M4E.ET"4Q)#PA^ [\M#0L1SH@LQD2;Z#$7B 0?([ MS?B[4'JU\%B)[84)] =.R&
(XX$;.'$BZ%XH518*8DYITGZW4#C%%K7@NBC% M4]*KXD+)U;*L>!R[,,)ZB+;Q M]/ @[3HNE#9//A8C0-52ZFW1!//&-
Y!X M71=*ED5WA8SLP<-!E0V<%3$HZ:,]R"&B:N7V++#0>8)6B2#1[ M6][G!/V%)V%SQFYEU(\+9TUCC1UH=&TYIE4S
TOBARV3P? MV2R6<;A4E(>IC$-%KS5531%$T=B_HPD73Y9@RL4SCW@NU3EB2SS)V2!5P.[E
M>4EGKK%PT;TTT2V4[W.D@[H%!=8@5J^L*X)J+*^HW.KELGD1LGFD@[;+XF?6
MFK+)!8\+WH4*WM()5Q86157,%L6&L=RKCD'9Y"7D^55LEI#?T(RC B7DNR@" M[J;"DD3X0P B!$;)?-IQ*,,O"^[PM
N<.YP[G#N<.YPZS MNWU;REG1LZD+1U-GYMD-#$=WKQ_V*UG;?\'+/OGP.\(V&WI$E@O#T!EBDM M
MP2$V!I[@^RJC3:TU-9DWY3M'<&TIE7@$<&D<7!4"%U]76.;.7O[^T25?9TGR M>38(OXIG@Y2ODEICDG+V!U4&P!^"|
U.0(BBR$5CY$4\2X3'RSEW.'8< R6 TYK=@(+NPCKG8."NXBTF9HHF2456^;P8PE^>9-,3@<_@|.O4O#C
M:Q/+W#E$DLKI=(/)EFZXL"R7A1JW(/*!MUB2,TMYX7DN/&K/N<.YP[G#N<.Y MP[G#N<,YPQAWBIW,V;*;?^]X?D
+023V[RVR @1#=!?XXP6;>5TUB%^3?G>&(03R>$D\0$G$K:I<_M*|_UR4L?<46NOY8DZG.?RIM^=6SD MV2'X\N=-Z'E
:VMOQ%%\H;*_-,794^Z)>&8 -E3@(@S@,BUIEA7EDO,@ D* M\ #(0P'M%3 ##6U%R#,,>*R3>:'2OA5;!XJ
MJ7::1]HEW$FZA,-IH0!D"@,\(L=[16%$CI> A\!_">#XLM("K;05/*T%DLZ MLM_& 2;% QZ5;R=,R,@^3_4'%WJK-+-
>:\IEE6WG^P5,FE]<.^PE32I+WBD@ABZ$?#)$3Q200 3T;1/ =O#G1B#1> MPG.\L,
(6QPPY/"*2869%R*:7M=Y@8'=1U!O>S5BR0H1TL=:4U;U%B&\FL*># M=X035<*[HDF]-9?
[]7(L51]+>T1+\F&IV'Z6+F.@":+"%5=%P,;W]#EW.'?8 M#]P<1%$K5%&K(E?4U0 ;5P4L<^=(,9B#: *5+4U04G8(RR&:
[]"%GH4$\+?8 M0T 1!2"+LK)/VD?:>SJ9U+6"R6[[\2-%GWVM%R5%@B,FX[BCP*I'7B1]X+K/RWVVE 403&X2N
J@:N$8Y[24:6<%3=/I!QH MUI,HF,JR=U"X9@C7"EPK<*V02RO(;&L%4H17%G1S>8/^C)7"<>6>BWY!^C M M_86$?
TMIC=/(?$,D;H*LB(*N+-S%=TL[=3X:5=TN@__E1(I*THY5_=S[CD6 M(C1+@=/|>1"0F].9YKVM-+Q)XC; R?20!$(
6I8_QN_^P%0"GA\AVH,C&B$" M.$I+&"$;#!T/>I8#73Q&_'M UI?.\'T+2HY)#+Q0X>P_SI +HR<5_3MS;&C
M48;YN;M2%HNS6^ CR".UM_""B6-3W5+YWZ2T1+Q<$Q3'R 3#FQ5'*A#31I M.+05"]H6]GXU;?!OV:AE-XV";
83^(*N!@&"OUU!TN#F&KIO\",DV)RCP]CQ ML@&IM]_[T;EM/;7Q1)[P/_?M[E,?].Y ^^_/ MG:=_,:0R5L_@2Z<+GG[M/??
K']7555TO]*3UGZN&4LJ8]+]F%YO=X<=DU$5=8VY, MLB@S-B8)0U-3&1N469=-UD!NUAMB@[$Q-
>J:;&Y\TI;LU(V9S\N7K?!9$T5\ M'.?,V+:2S-GA7HP?D&9(KLU:O02B)'Z=/P3?D8>&#O42,@\R^0Y& MX $&R>\TA?
M"Z=7"8R6.#2;0 W3LA"".!V[@Q(F@>Z%466@_,J5)^]U"X11; MU&WIHA1/26?
0"R57R[+B<>Q2MYPV304+75,!Z8UZH:1Y\K$4 :J5TM@7/3#4 M^ :2&-B%DF4QN#?5S3-9Z|>#T+$=&#CHLJ&S
B;7=!+G'@;6""@2/8]CEG 4 M9\^6W91FV%Y#I,> M9)=;);*W]YE1+GA<|)B9=R'!RU/$Z?B[T%IR_$07-
+GD#!0NFTQ@]%)ELUC& M]U)5+*8ROAMZK:EAP]64RTOYYN+)!$RY>.81SZ6CVFR)9X,>R%!T[;RD\U#G
ML+CH5EITBTBNQN2AZX9!K%X)6[V2M-QIFUN]7#8O0C:7#C\?*Q1DDDY9)2<] M<\%C H!
<\'((WM+Y8A8614/,%D55K$0HB+QV7ZTVOU NB@"[J;$F+,L MR,K+Y7+N<.YP[IP?
=P[%6K6E\A=K0JUXE4A22TD.96%;D[27$=2&=/HF]AP^ M7+@KS)UBPKU4XN(@PBUSX:X*?+APL\R=8L)]%-
E6F)'MDI+-J^*5/WL!PJ/X M ]G4.0<8#4X;Z0,!C! 8(?MEPY&$L^QDR_L,<^YP[G#N<.YP[K!KF.6US.@) MU84#JC-#
[0:&HSO7? N5K/* 0,'Y 2S)"3CQC U^594R-G('9>;Z)Z:/N"+77TL2#>Z<*FSSZMC(LT/PY<^;U-0#
M"FC;A8WJ2M[0M&'ZHNQ)MR2P%R![JHG$F2;2:TVQ+BU7!@,3%. !D(<"VD;B M4XM*GFW"H^:
<.YP[G#O5Y,Z>)4H6%Y_IBE/T<+.IU)]2)I@K:L+RR@6L088+ M-,OD'R*\ZCZLN M+'&-!B/!2P"]*!2
AR)ZG&WV(8#S1]V@9Y/%:HB<* XNK8% ]X5+Z=M/=]1&0SRX]032]KO<' [J*H-[R;47^5::#7FF5UE. ;
MHTR;^IP[#*9_+S5.S"7[_X!NC/))>D$/@;1B$U2IP55!-<#&50'G#N?.*4[I MG5A1&UQ15PIL7!6PS)T2H[-
'UP0F6YK@V.EA)T#+=^A"ST("^%OL(:"( I!% M6=VG=$_:Z"V9U+6"R6[[\]M?)X>X2=N7(&FZM_YW&@SYKNR-
_@LWSZ5%,E MK%B"M^F#0[7>542)*(>RCLISS< U ]<,Y6]&(S7E+FA3R,1&;R@-P52Y6<&5
M!U<>;"9>R4N=Q=>4XSF1&E%]35TT!&5%L9["""5Q'RE09+&!4E]"(;. Q]<>7#EP:;RR+,M
M>9"0[%YKRH;&-0/7#%PSL*@9MASW/I%5T4BL"D.0U//0'33OX2LE4E969:YR
MS=QS+$1HEN*F^?,@(#>G,\US&WW%E!C)E# A7#@)T77VR[?L=(KC4?30F[Z- M8?#B>!F%R &33].A[TN^_O;FV-&
(X*TN)IA+DSK2-Z=?U_%77Y<_E\6ZK*[^ M2]Q+*S]?]RBMKNIZH2>M_UPUE%+&I-Z(#-FDN]@!!Y@ MD/Q.LS.
&3IP(NA=*E86BH5.:M-\M%$ZQ16V[ M+DKQE#3LN%!RM2PK'LHKU,P$(S$P!(SY(+I=9:^91\RR-VI-
HR$T1+.D8RM,Q(4WG)\Z+/18D\W\@=O" MTZ^FQ*TZ1[9%W ZW8V,2V2OKO!@7/)8 R
5ON^#I1SH]4FQ%E,0D1QS_7]P[ M1YS+)I=-9N9=*(527SK P50*I235FFI#%C2QA)8O7#Q9@BD7SSSBR?8)"8D<
MM%(%4=NGPBV#TEE>(A$7W3,2W4*2RV0>D$1Z1@BR[@NBQ$-!7#8O5#:/E/F_M+'YJK2F;RXLE%SPN>!

AB@,E&C$,+&1Q:T<2HS#/RP\-Q@1(8&;/0;& M! .[(T#="/NK'>V0"C#H_._LQY0Y?FEL6\S]'HZ9&=KL<;1H?]\[7(D 97^>
MB1^SEKC>R)]^>B-KB5=2F%Z FT:N;;OOR!Y<=\0<&!DT*G(%V&;&U,)5I,4R MK8"X%=<]D@\R&/!F./,;[M6C_FG."L:_
?< <_PS!%&R SM3K>I,N M@3\:RLAS)\1C3UEK%!GJG9$]I3QRPP'O\] 8&%H@C\BWL!O'B9K$@+B.\+Y+
MDF4W!$*9_M6GZJNX.986FX5P\SEZ* S$-J8^^Q3]\3G*SK4<>AS=]'G>]T;H MS\6C1IPQ__GSNV4&XT^]7JW5UG
,XJ!3O)C_JM5@>'_/?M]NU%I:_D_UFI;[ M_;)':?6:7F\7>M3R[UN-YFD/:@W1UYQ8'U,J=G[T*YZ4UMID5NCG,>\P\^IN

M!!C]0FKR5ZX>[[+]<6["Y[.

$?*FB^X*&K9HHA_K8)LEE3SJRJES[LH NZF?(6S M;&'"&\QP[G#N<.Z<'W>*1<"6&M>OB8#A52))^2.I;85-'*J3M!7%"'DG==8 M@P\7;I:Y4TRXEUJO'$2X&URXJP(?+MPL0P'"H_@# MV> %.A[ :'#2 P(8(3 "-DOE]9ZC+<=X-SAW.'C.]=]^)6O[+WC9)Q]^1]AF0X_(,YP?T&'UB_]XB*T P1'>!/UZPF=>=I?\U.8R_RM_1:DUY_])/ M'$\LX6E+#L2-M-S^\ISS78(OOQY M$WH>4$ KDV]$D;RAKOGT1=F3;DF\)4#V%"#B#""-6E.L2\821L $!7@ Y*& M5E]?@8;V=ZMZ(@/9G+N<.YP[EP]=_8L%[&X^$Q7G*('366CUI0TP9"7*T3Q M4^2L088+-,O*\HC,@I$/ 0^"\!'%]6ND?!!H2-/(V9DF;6MMW& 2?& 1^7;"1,RLL]3_<&%WBK-+)$N$8PBDB]B:$?#)$3Q200 3T;1/ =O#G1B+2MP7,\ MF_H3[(4<'A'),+,B9-/+6F\PL+LHZ@WO9BQ9)4):K6GLW7.+[R4PJ()W0Q/5 MP;N"2:\U]VX7SK'$();V");DPU+![:P&:4]F*LOYCAQL3(*-;U%S[G#NL!U7 M.8BB-A)%SA82P-]B#P%% M%(
LRLH^61]IX]YD4M<*)KOMQP,739OWKNWL>T["MCIZHVPY;3IWLBN)V/3B M*(R@1ZA25)A44L:](1C[5]0IE[%'B+OGZAV]0Z/U@V":-8VP:QOVO8E334%? ML:IND_*RFK0OBSRIW][8.^#!Y9W+.Y?W_/*NYHFBER#O!==_F1C3#441%(.K M!*X2N$HXYB$==6DW9$U%S1,I!Z765$U1,%?XVH5+AG"MP+4"UP]YM(+,ME90 ML=8B- L!4[SYT% ;DYGFO>VTO"VO?.;3(]>( 2@9?EC_.X/3"7@ M^1&BG3VB$2*H[2$$;+!T/&@9SG0Q6/$'] FH/6U$TS?HLKU!CE],O%#AR#@ M.D NC)Q7].W-L:-1!ONY&U,NB[-;X /(H[6W\(*,IXI#>-JR&4S@"[H:! C^=@5):YQK MZ+[!CY# [^D3WSR1;#\Y<$*52,.,4E3I,71=.0G2=_?(MJY[B>)1&M]*9O8QB\X/&E["5C^R1Q]'W)U^FP3;-N: H9>9I=D[XXG50=3^KK\N<-N:Z; M\LJOQ+]T\O-UCY*DNJXT"CU[_>>:4N*@S(V/6IF1),VRM[BWH/W_O=VX[K4?\P<)ZDL[]DQXR:(WGU6;>MQN2_HUUV7CR[Z77[O1^=V]93&_/J"?]SW^X^]4'O#MRT^K^"NQ^]?Z[DVYG,_M_TNG"YY^[3WW,5;[/YWS1)^[K>?;#F;SREE^$D.]FF*8\[$F:SPTWS5* 1MS\:67I;DN1VVA>F]:,HO&^M%+'FV]2]+LKHV07:)(/E#"9=.5*4(M*LO*O<:D.U%K;M(N$PQ=_RT$P_? W^" NQ 84^-N-2OV$-"ZX_"'R*4M0N5 M=[V_V.!*K9I@L@R*+H] ZX=+C-_[F,KQH4Y9YH_4KA[BB>*]>6<6Z&<@+R) M0A@:LUZ[A8-W1]W9$*05S5^]6*J;2\/92L-2]XF#2(-9:^J"K"WQ:[%6Z+I8M_6&FE[:6_9\X[=1$H] !PHRW'!?1LD!DS:-=I_'O%C&,)H%/2CS98/"QTC*Z MWL(*\,/%OT#OY'7&W9M?EE%+VM.R'LS1Q="^L_4@5:D)3EUF;A-D3Q-0 MYX'L>L5..*(M.=,EA?L2NRX1OT#'"W_0X&?/:R\0MS>\Q:1=%..A\X[L]S]0MX*^28&-:")<1@Y#[% ==&-8D(N3_U#)VS%IS1?(!DW[$>9GIA%MTWX.8X&3O M@^8C7)C1O5]Z6@)_Y(X1Q3Z!?L_[@>G93LE9U!;215KU61+W+SK#;6NF56A! MZ&QN*$.A9O9$ MQ[,"LC#=HN3?CM:FBB(C>6RMKL9.4Q4["S)?+YD1&[1] =$9*/65,D)M.68 M%X.(O+BC^([WBL(2C^)7[;P9\]N]?(!'W3!GW)&&$R>"+G#&Q')#(MEC3D\IZPVCK:=9BD71V:M M:0J&N<^>(<_#Y0,\?B8SVVMIU_>NYM9-8*U86R\L)'V(Q?3):UF_QTZ :.@0 M.YAV3!P-M':3IB'6FEH)K;IXI)DIN.1<,XO#12+M&TKHXL12!)EMS9GQ*CU$ M3TYV^$$9>6;5-1_+2C/#@,=HM,.[P!_ODVC6D,GVB]'O?0B:.R ,(FA3MED^ M!&W,-VLHK.5[EVF55F=W+B9'K!VO6(PVAZEQ;OL@AZI!N6I'I)/Q8O<=D09IM/=D0=&.?FGQ%65D!"_BB85F@&.2A8$D:((]"9)37$961/;K5BQ"["\#G/;K9 MN>D]]^CR6%>GN/]R@DX_\"?D<*.55"<+T"3UI012#Y2'F_9?M^?MW\7M# M0GG\3U(6KK!NU,FY'4R-TX<9>%C]).ON86#5P%XZ([BZG/#5K4-,)\|.P00ZM]H4%]@X1XN\-IR0M+_$&E0!#W6&_MI^9JF;8\NQ_YUF^91-/:ID46!97;W%4#U_%B5ML1M8P!_Q+M,;='RPU0W/CCL>]1(R+;"'N<(_N#"[TB%FIYI;]YA3".E!,&)4!XY%.OZ$9)T'\ T&-C>S M]S>S'Y-&2D_^$WS_YXSL=WZPKN_7DE2;I (Y+TEQ=@C*:8(71U"Q(+=)-A,% M946QKTI;[]4[,U;HS,_^AW/.7K+V/# V"Q7N?#+')(=Y%4%0>QX5*P.0"@:D(:B-Y>]]#_'R[,^)$:5OIZ69B"U[7]\"+_1$\\O_VC_^/4Q:0+UK$!Y__8.[*!SP1WUXNOFVY,2%NM^]VB]?0?L277'@Z1M:KOEJG6FKI:0HL,)DX8E^0$7#1T\RX;QX9NP:6'MJ96 MI>5NHFPA^R(*">=;;_",P"].)Y'VWX,P82"A&\DK!55=;,SOY>$%A8XO=8T
M!$UAI5$#WT\H$VF*S!+4&K32J;9WT2JV3'>&UVONPIM>3RN&16:BP)I$D$4E67'3D&!3*U!+)!M9!R0L;BMD]:\19)FPU;PP&P_'KAH:=Q;'G*8=YV]"]N/)Q.7%L>$+K"=T'+] M,_Z2^DQ9"2[@>_FN,3*O+ZDQSADEK-!Z;]36"TU/R?*^:<4MPFLXQK/$9F]:_M !X_N+!U>P$+YIFNB5L[JR9@><#HZ:*BT4H\O%I3T@5)9>7(WQ$L2RX++,VMMU&ZP^\D"K3,@].9R%@.3QU_/*+T_Z;]-MHBA904QC>FL;"1&XCXV>D6N/Z$)_MGI=X_K34W6!:D#TA?L=K):1?[@B%O:K;&=57G$G-(5MRK:D)BL+;IE0 8F55 M^C*L$BFCZ#LK[/9"LE70&=G)S6PX_(!L9]^8>GS)<:9I_4%'Q)*WL1!D$A' MU_>LY(_"@&!L$')L<_H!NCPDLSJ5HBZ/*R>UW9'#@N(,(2@^F#:IF5+1Y-)#M8;*RHW,!D1K8J225E9)]8PJEI\C4B^S+X7]MY M;?Z,?V3#'_5%Z;(027 Z/FIDFHN,$$G.\;[I6U0YJ6T\4.'YC('I!*4\X]^O3EV M-,]P.W=CRC=Q=@LS\ZMZVG]BVXZW1;W9M.ZP?H M/^$/[MO=I_4S8V4J?XL]!!11_+(H]X#YX7YY[K:>;SN8W#\MCS6G>#9]M-M%Z?IE\>=8P)RQ-KZ07)X!"^0*"!7);@#TC5(385N/,9OL):3"S_5ML#=!R2/#V=(M)Y:%X\7(;D7I9^01"" _S$\+X("8O;CT]/[9![PY\?^YWNNU^_M/UOKTS%,:8<_31^8;*].7T0>NN)5\HF-(/ZIQ'GPL;Z6:XF[+)VO?M/'$;._M\./X"YXD$\WLCA$@97Z)L>F@4 0W,/@PTW"%=A40-16 '/UO#$BR"$8)\37MAL@=7D$;+UM.2)*\;1KSB#XVW@N^D$K3LOCML=UYHK]*WWX2:(0DC+$-&(9^_M0 P8F%[N!R_0(Z=K2"*R9.IB'?3B SBD/30#L$DP(9I@(E#S1T\$-I]DI@__M_IN'@G#D3.AQG0D,HC0_>3IA\DARY0L>,)X_^" &YOP!A%@4]' MUH^]7(C/+$7(D%U0*I@)C>':-'H6F5G"> -X7N'*,BNBD8!-MW&F$6CD!R1_MQ]-;U,7DK?.?*"&],Z4>O2BO\=X4BA(J4CO6;Q$R2X1LFL"%$X0*>&&W ]A_M>D?HO.\]F*2(SZ:Q)%>L',IZ2W2MM*S1V]>0,OK$:WH,S,IA:-XAK-,Q0#H> MQB("3_!]KLIF%>>_<;;_1_#+CH->">IA1$3A]Q@/;/A!4_0!T0._+G.@CZRD M[X]AZ5>&+F:23,^0>)ABC_@I6+=BI673_Y>2:>@"?V7.K@R0=CB*_%_P=_^'%!!CL/9:*DXPP )Y! @*4Z$7XHE MFZ@.+.H!48*T[ZU/CH:(J6=C M,%#IQJ)#G^N;<9/ #*MDO_AQ<+\@A8L7X=P==D4/XDRYWZ_M_G]*O/RLYP-Y %4HT$5$-Z<-(D@!D/2AQ&>GNAP"[_(ED,"/]]]"$-,AVU1/M!M@$>O&<[$4AH1&F_+YR2CDR2;K4T-7!]Z8O%L"703]N*0/(P*94H1?.4856_M(\=]G%8FQ]_C@>!W?;'2AT1D>6LZ?#HG&^%EPUYX!&$UH9(%H_F[$A@07%H8<4ZTZE6?5.NRQ7-._MRF:#;8:ML%\R+&?VQN__6.-D1,.,]0EQ$WW@6,D#YJ0>_X2".BP8E&P @A%@RVH8A@HDE$KT]^ID&]!5@L:@"Z8F97$@:GGR<"2&X8?-!Q_M9O=1-8+G$#]V0]Z8&59/C_U,[26V$OZ &&QST\7NQ81X&-A<2=D%(O0-I2"H^A,K>2.U\]82FOL+H]%/?!8\E%$*SB*HGPI0A&]MUI3]RTE$.WP L$YR'2] Q%3!PC^,R=]';544O"*[OJP_5X1-\H4B5+&V.>B5_MYJ0S&(60BT8AOA-#HS=\('3$AA5%EV?W\8)!-:T7M2R+U%/ ^O?!QU8T9O03 M?MQWO.+]-N-S8X5[W5B.5_2?[^];C_\B_8M^YY=NYZYST^H^@=;-3>^Y^]3IM_@(>>C\Z-UDL\GNKW^F3BQ\>V_UV]ZGUU.EUUX8X]C/0URU/C94!D@8-D%3#MJ9GC)9@Q$V3L%D/A%8LC!&;4F*;6P]@PM;"I?(:X%0 M*WM/J;&Y5Y(8S/B_.8]MFR/\W:QB]R3_WSL8-!R.D<_VD-._!HS?&H-G@.P M_;&ED_*S"_^)S=6O_>>?(WL5S%0?@09R;_MMBN(4W]=__BV^#5]]76^](!]@_M1C"@NH)@T?@1Q22VC-TIK&*WV4W"_N]C"X;^G@HA@,#%X@//U='LAG?1W]?U_M]M)WQ_^_P@B"^)N6E?S#*9D80PR,_IB"KT9*@#>^BAY'!KG"'^?QECNI/BS<_M)+$F4_@*],,@4!4;8;+!EX3-V7]C:L8#$M2V%BX&L_P%7R+X,M'1_FB]N%Q]Y"(P[K$A&$1U%]EEZ9_MJ?!H^'.G*;L<+T\K%'&L@M)(8;*I@8N4NH&K%Z&8Z%V@5&)M8UHF'I!P&\GMV<"S.88,7>]L9B\=MP&S;@-]0.P-L>$TQ!X*VV*T'>:I1)^]TD>/+$)_M*?FF)@+1?A]D$#<<9M"/>!O)E7B2*D+#)(C6A(<<4V%B-8K&^RE+'SD*-)D"_MG,9>7?3/^7T"'(]'=ST6!8Q_54Q%8Z$X26ELL9'B\M-IF_6]5@RP_:?\"03A_M87N,<7-!2PT>Y1XV0(&]:$3SH$:VG<\4?1Y9>("HP.0Q-F6:%E=1&_"T@H1_MQ@*.(X57K<#F0;DHDRGZQ7(H#H^$$98W;B_1KYC4-L4?\)S1"@(&-Y@P+*_8_M,Z-SL]63Y@+E_'=%2P]29]NT+T=]B%92+_'UO;3[1(H2KU:A:A3^&&R^I3(9$9Y_UL'#K8BP"KUOT'5HUY=$!_\6S;*6II]ER_M=ZN_I0L[!T_H@-?.F!EG58CI3L5C>8;K9&JS2#G_$9H6J1_P]2U8.P[N@.>0_MXA9AJ-WAXHR56\L;AE:0Z#/.5O1L-])IXA@VV1[2=DYZ7*=VS%8PYO(=7+RA_M-<537R#-;:S:Z0@-^(D"P/A3.@1<6DQU\QC-W,B6Q6/T^E%$7E[&"]G?H6._M"%"%V=KXHS"]LHGB(AQ)B[68(<:C"WC_G#]1X7D(P.I12A4W/S/WCOE!-48E_M7)Y]D_PL\O[2K/%)S$O,#IL="3X:U"Q^8;($B&7@D[;&6@W>)9PQH;I-5YC_M1!R$Z<3IQ\(9Q])PH'X<@;],X#M8SH^Y+#@-

/3\T$I<&U6B|^X0VSU:--"UL M#C7EEGF4E9."5Z?K,0-O;FMS|&<|N$O[#F*ORA]+- D.=^IZW'NE/2Y.&|"X M))L&|P'*E.:+]NQ?^OWO|::=<"EPB8G>DHGN@4O.@;E !-=?0@95,6SX&6-Q M[PL)5?,;E |^A,DW-/CO7WP+<|FQ$-Y+0CKAQ3/NH8/E83,#-|J:XN MJ7%|8VHY8J<%W@%KD'N-F)+#XTBPHP_DM3'[ M"I.*(D7R1^CPB"-QPK($SY@)_3F&*__@IBSU=1Q&Q3?@"?"?$V'[ (.!C^$; M1=]7*FS]*!3V5PR%T$1@BP:Q$VF,Q(,V35--I5-S%SW*$W)'(VO(4B$+>I!( M;*94O?]B>(^*[*[=T74(\L8S>"@>Q"]7;,L8\-AVCIK-/?2Y34=VDZ.?Q">* MXLLZCYHL&X#ONR"S*/NI,?B8L ["*?8?H4,4M/SC> YFMT_"B9A %)Q6>>"; M=%Q(>6!>U!)D$!TA4(Q69*O/?8X&Q8VOR5$%@(W*<1B|0H*C\?[Q<#|FF#Q<]X 4C!%MRG,C(_@FI($HIBS MF@L"LPXDAN]2R>;4.(K-:0&1*A(:3,##A/RFD?!QPL+0-TPXF +_Y0ZE^;G(K@;OP)1_;$U GL%ZR+H MJ%Z$.('BW-^ #<:-2|C6.$'2_$OJGA/G%@F"@:X]V1%130T")4,"7"EX&(P M9LPWR\ ?6IT[C+UFT_6X!V,:F($2=E@DN;T''N"'R!K,+S' M43RX1%Y:QR$OXRB"%'/]DG@ET@$%"W4]C|OT^]^3@X\D)A''.X8B7,3BE1.^ M0#B9|N 2/Z"F0U4A5.)D.3K!%DD@PC2.?('*F!9Q7P0QH>.QE2G /*BRT$HH& T\Q MF0YZ|+IALGPC+UG^ [AX]WSY1M%|^2=FV'?$$%]B%LO9$MO9O%&]GB8.4^?UK.._98N5]0.V]2RU]FKCY-/H|D'UCF7Y!DJ?X^?W]BJ>9= MI^OT)X<55(:*RIC7'*=F_WF,>7J;T(\P%?RX'V,<6#.9"$K!.Y)H: M(4;#YAZ=I!.+W=/ ZFC\#0:/!RA183$A_#,*IZ7"?7%_UGE#&#--,;,A2@U8 MA+R@2LSC3CHL?((?2|8SEF@C1?X1L?^SD>HE=8S$6*<<$F@ +)NFN&I*5?!:MWQC(A&>^*)1D G'&%$S9(>|MHE(6B?-J\!Z*E)<=@9;$XD7>EV#WB_W=M=R>**Z>&8/#1D5WK#H>&SY.M>:%]4E\?%PHX?%P@8!.&=;2AEQJG<#EGJ,X* MY*V<97*#&!*ZI@$KE0%=I?M':2JO5LK(_Z/A8S+S&!>1\,6]]6TZ2DB)C%I4^*I\OUW,C4L+[;,<;F*F-.M M-45A]_'C'T>)]SU?_C6R?C#S^K_,.=B6C5('II5,^%N0-YQ!2F%G_3)DFY942G6GH6 M5;)B(:AFT1#4%S8(5@:?>CE1D%XV^/3;P_/=[6]/=U^4;_>U?M(H(75H9I$-P1CRUMTFS5>.^MP^$4R>XS(P8X* MF]/F$US@>+*(\>HQ'BM/(Z;A Z,:TWYT19QIP]-ZX_]M*'%B:76]<)->7[%P_MDXHNHPMMUW!$?1177851?MH?6.+;]%.)[YH"WRB$/\>%5+<*>E:D1Q:;1W?1DWW"96)F=I[_N_$_9)QS$X#UKH&Q*\,P XP%M3O3FQ8UO_;@F MJ-$,T6/2B5)R@5N0RTD)3I41)1(22"(CM.,4JB Z,U0(12EZE)F%(<18*<7%M]G!),7'LE;]"Q'+U$EIA8^=:ME&X,HC"MBD\-Y[!B=+GB_+7E(9/58$9<0GL M2FWL)3)_Y#'03??6+7$I\GFS%#0&-0:E%#:W,&P-7MC/\?C2C^.N) C-][F* M LM/AKU. 5-J?A]+ :5(0 V,%L BIC;(U5*!<4AI+9J54Y%,\]3MS,5_=/YE>!;.&4$HM%A:\" N$I?VQ4V]IF4WM)_X2 U!'YB-0V )1/VBX]?V M-_X.CK^3-WY8QJ+CU/6,Q1\KY!%CNRU6M8PL%?1NKP:^,?6<>1F&,5Y9+B=Y2CMMBQ;;!K"DP6,0:K-<:>8.]C% 5AI30 M;[+H2 Q&O5C#%VTNPHO@4<:K"(?D(U%Z,B9N4UL&Q!.;N!%"@YG9#,5CN0YV MPT!@SW!L8"#QD@-?7E^55LJ",BM\),-/2@#2>X!I8!$&Q^4A8\?'Y' 1T"G*M7:U%7_3WD\=)^E*V%USADRY)U81=;;=9K//Q=E%CF$Y4KW6S MYM5/Z0V6;QFJ"(3'ZP%;;JO6:/P4^WAS.@M7=*>I9O3UKK+?Q+GJ>2KJ)&T[_MZFV1*Y]8J@C23$D%',VWWA8KH.P9D34/(ZF5[G4G:7A;;W]E(V6]NXE-U6B2YELUW0I;Q/LC\0 MC2@"&\M=WP3[GNI_Z!WV3,#@?$"F[_-PS,S0!G+EK&HN9&ZS4_4D8))60C*@ M8%4D#2LQ[PC>*0E043D6YM_R*T.'SGDIU?<-M#8M)7@R\X#D!/F(DL][#UR2M>^7"[NZ8_M6G70[L!*I6E/E #0N!D+8Q]=FGZ_L3#"UC=DGRR%RT$V?Q=-%MN@2^8+&S,;Z/_RQ2!WH]V,8:F#T@^BJ+%XO$@AHXNG_/?M]%8["5^Q-L[KG? M+WN4UJDU>ZL?=?IMGV-+,C(=B[:]/(,NKB?:C;7;6=V-M?RCB*3Y:K-+3HY: M7WHWYG^>]*>KQF?MJ47"1S/'6]V-1S1;]Z\G&Y+P$I+ "]BQNMMU3^?!\OF_6C'AS&RY3W%%Z\Z^;WSMQQSK=2FT779/KTCL/^F/%.MY) MS\QQ+L3WK=5_UV40WWUWG*@+^U$.@812I#!O;I2)_:UO84FX];R<"FVUKU_M9*!8\&B-$"14?!Q]+-G<\553DK/>_S#?^4_M29IJJY2JA*-;S>7AZ.VVTC(6KZ2PSI&#OJU,0,_.T^RO<#ZU.Z[$S"NRXM58 MQ6NL^N*.S&K27FJHNN46,!2KH6]U+FY:&[1)S*,M3NDE*,NK3Z@$]-C*BT8C*U.K>O62ZLA:G0)U9/\,[1DJENZN M562]^H%2_J)9=K=)]$N(7$*B7ZM7,-$O=5_?QG6)!3E)M-TSO#BM6\5,LF5I M\?S=ZGS9#+,(0^32N,+NIZDTXFV2HGOY%2A;97*WZTLSN>?4;I21_H4/W<*6M6S2#6,6"R%(756+W[>>67[6RW=RT97-3:6R],E_U4$IY4*^QM[*;MK["R%TR MFN;^1M-84JQ42BU,+[]:H92!-XN3<75N_DZC:2VI\"![&M M&E))Y97#]3K[(PV5\^5X45LQ5'=_XZ2RO:QR.* \E?50C M-T;#SH\SHQ?:11BO\SUO$3X*[^95*R-F4I\)#J*?K']1"O8V5_(Z7RGPM^/X._M:*,.#E+H#L?(UVL)R(4:&QW7=_F,C<2/;*3B#MV43FIA;1&P4>PBPC(EQI[_MQ]CB4_9SL/E"IK\X.X'E&,;POS"UZ[C4F^&]Z3%#'_;_6^W<\NPB\3%8VQ)'_M89I,7@7%:2>?J;&]651R<2Y.UOWIY/AL(&.'X@>[T7G?C*B,-NI&/X'IIHFO_MI+J;']7A&TSL%$Y_-BD#[^7_XW%8B/^*(^A_H1\7[U/A:=60/#N;OA:ZDM.S_MXL23+NJI;TIB"4L^Q>VQ6/+\XU]1*Q688M;_OD1*?>#^U/=&S(9,WVNYOZE<MZ.B,/O5XUU9>?\OGPW*[Z@$+%+C:6(N;E@E%YC,1<9PP^_9=E#/Z"'3!)/[;_MH"AW7N)WESR$OZ*0H?VDS2BPZP%^\F$Y]W8V"K3$XF>'+?]Z:;$8_SLW![VC+I?3T@C!4BP+!8;B_M7@)6"_3_6^D/<)EP'C@@9'O/SI]YW[=3*WD48=54WV'R9Q-0Q*;.N'CXB(Z_MS]&:2>:Y5^>??;62'S&\2XW^^>$5/UNL'*6\>&3GBZ0(2<2G9KN?RZ&[S#HO#CD&=EG.T$%*"L!"?? MWA$$F;<@)R34_J0?!FN<&.1YD5TH$&3=,CZ\1T@G4("VF_S7R\N8.?XKDB4*M+"6'XX=U^+DS-OBB8A288T4@7,'?70+9O\,Q@3<8?G]7M0,WVWD,>8-Y.5|;M<)QIY=]=\E)^AX/[#]*L+_R5Y,P%ZA>H7Z!^@?H%ZO_742^ZE?N@THY1CD7GMD8_K\W;_1A9W=AZ6O]=C3FPV!O>#)1IAT+&%)+*%$_$HZ&BZ+R/0O2S:A-%$BWX>-21_4^_M)%X3SQ\Q/?QYN^+?]^ZQP_1_M7#4HNA(B/D]?U_;K)JG\)3'ND^E,Z[WXTT_Q5G*O==*ZLT["&RH$F,1_M)@99XHS&\0^Y))5.+_[NE>XT86*.0$EMM'_T^U1D;B7_MS@%_M+KHL)'^#9W[Q7T+0+"K)F9M@H#;8LAR"_\<_%M]R^LQ%@'V41(27=G-PQ_&-:S0>3.F(10F&6'4JLDTKK5)GM'AO9=HX?Y9@N<-K_[9])-##85#GQ-%_MBV\6/PX?"$P1[A8UZ-;;\OK;^V,MZF'I;EFI9NL33_-;?_G_KX<#%P_]ZGJ6_M&X<(-CWSH$\>!4<.6[-T@HK^[L8OO\,?Y/%C7NE"KNG_E;FF_LD3$RPG=@]T_MB^E]L!OO-'DY5:\.C+_1!5(H?OX6W4T=/ONQ0CU%)9WQ=RKMV]5(UKQ_M!&#JZ0-SSS?D'M"-R4+!:IU]GA'NO7$M,\2Z?_1CTC/=[%+Y;7/MBF/'EY^M<#/1'*S>2SK',1D&EV@3PRB%^&AMVC*2$71[4)8HZ"[_JH4+V^DJP5!$[+W%@UPGMM7NZ7F(FOQ6DI322X1OOBS4TF_TPX!8+X(69K/T8;-N?&T$_APL$BO_M8>S]T^K]UK.',@9[2V)]"Y:)4Q>$R(RFO]I]Z/')DG$#S4456[K5YU/*/_8_M!1IW!++CN+<,=%@V]7ZI#EU4-?I(:D-&!]^ZCE"S(3)(2)_]6%%GWZ*1V[Q<_MO+&99P0\!/_M";,@>_,K%+B]ANI-7?]W=_YP^O]56";*QIR-Q),0&05.RA>@P#TKFV^:Q':3_MGTGR'9(T"IQK_*-QB?AT_VS*!U>C0#B8BG%/\|_O^Y5.PN^G_2BA/SN-082O;P7M4&#DO.#/\G.H8S\;>IHA?@\|^5O5[JR#MA]?I_MYV":3ESIKDR5Z\5=TP3QRS;"]\Q5X-]87ZI;PO%2,SF58JQVM1%2JU8<;=BA1/HLAI]28+MLV$]AG:'2T^4&?._[9^_(CI\N.]U\[5$KK?P@R_M[;VAM7H3=(Z>&TX04SZ>XOEN\])U!_CKYKM#<<_EE4ICZF]*Z9TTSU]GMBS]_M8?K%#0?">]S>F)9I;71P\$"!Q9A%#]4ZT]N#F%!S_.;5\]NYZ;,['4>S,"_M^Z+4\8E[_BF!-=="&YNX2A#\BUL?&D)F1%/N1N'KUY2'V.D$U;TK/+"WD^)_MZYH^IRR*-3??%!9)>>W2]U8+]:89K(/X!VKODYU5*W)O:2XMIX?-A)9\;KQ3/_MW<@)-0\<"R^SWAUYDJ#^Z,4[KSC=S"U:-PT__^$6:<$]+UCEO[7*DFF#]Q@E_MS/A+C!GV.2LQ[Y"$H@"ZS:4H<#Q&_I7HH/G_MFQ^\F*10S0WRDPP#KO6/G%D$/FK@$0<'V:'5ZIQN34^.D^=GU*ZG)E,P_L_M^/#YU8>7:USU#!5Z]ZN_;;TT?\1["_1[8$/9$^;]5-;3I(N!*U\3&"RS;WM>\LH!T-,_MQS/6<7?%2YY8_>?6+./?-Z-"ZP^E,2W+,_P)\&H'SL[+HX>3"F^(47;K+#?I_M6/V6?WBVAB),TF:ZA-QEEM7(Z3>T[*]D/8O_V++_3+6W7N^0GMB:)@&I"ZKC_M*P^O>1@F"_R/U=/Z;Z,_;]7:X->4_F](0_?83F\H0W@EO9^<)O/CO262W4X_MT39%(FYS\7T]>L2I/(46^&W%!H[K'=%MW%3\]X7&L_U^4R56R9P-;]U2\E8TDC]I/AX^_M=++T[0?"NJ,Y+]>=KZXY>7[7&IO,/^D$MH#LOW^MLY/=\L.;GK^")7;'%@D'_$#[?^[>?._3TLG$/WC\ZA^\/SI+X18[KJROT1F]>+WNUKO"WW$V?Y*M*(_H*B$QP;+$>_M.8("+R4C4&_EM0>$-!KA3$U,JUQLI4VSG(E7)+F+&0?-$X<,MA]YI"ER\%Z2_MG=I+L<0R1;E'[;X5EP(H;SY[N_1TV=?=R#FQ64>EOBVF6$DY]UNS8U-6X'KJ_M]7$<\R.]A,R5](8S;$%6-)[QC.:!FU>ES^W&8K]:R<%IFQ':;)DP^%8$!TN*M(GM@&M=C@#(OFH^-FPNFFN6K?R0S$Y'M8V,QRET,Z8::*++9$6^,^_U#\%U5

M*BAP9YX.Z8+P+]!@B>2>;>0"K5B$;8'-!*,%$OZGDL#!XMM%TM SEO@@?CQY MP%L<-F>)LI-F:'7VN;8N',5-$Y&VMD|<"M:%?MN^^GKZI6E]F<5N5Q"+KF?=7 ME 24O[&H..]9EOOAF2VFQ[[Q=X3]-_E%GR*?W:2K.0WOZNT_OMT 9(W%AA+ MIB%+RS)),JQZ:O2$(>Z]_],O#MWP]@UIV4TNP!O=)MO@ZM=UT[>Q|TQR1;06XL(3OF^_0US/3DG-'2L][T-8^C:H[%V.>Z]';K?K[6 M[%5M9]VU1\LD&8=9+3N=9S;U*,\1H"4Z-4:^X[(+')K#$]H'&Z,]N)0&@ MZSE&BZY3LKW(^LF), ^WX#[:^E_6/"R8B2^T'Y$QJ*4P'$%*6KN;*[$6:]!\$.M]C5'F67|LV='Q=W&7<[]+[GVTD|^^R5Q'\ 5A!BL(@8X3F=&U!'E$!W_IWV[ MF-EAVCD^./&TR]U=8I:@:\J:.82TAY>MLO>B::!ADCP@2[]N/441.05R. M/E3$((=7:8UN=J.+&)@/!+Y263&$^!\--!>"/(?\VA\].GG$U2FHOU#;J_55 M9-^0-Z3?XM#%#XM_8WRIR?6(.* VH#0A]CT;]:;.&?4N]>3D0%Q'0-MYUMZS214\9'9^B0GL]5AV<'-^%+B5;PK#@?U]1^I8,@95=-65*T^=C0[EB26 M]]Y(^W"?!^.A7J(]04C;[TCBAHG"1ZOL5BF:OO>D7L6?ILI!B8-46(YOP#.P M\44MLAP%WO7M1VJ*3H25!O8]TQIR,=ZQC-/T-OW)&O'G.32WRKGH^27ME>P^T$[HCF&9AA\JG:7](I M!9NU@2[$GNYZBL1%[U";0EMX/TLTG'HF(]K;(EQLQYNTX\GB"NYZC_=89T7I M]B;;UL6I;":?A<19C0R7"0VF7RU%'EG]_Y3NR,R.GGY0(B)J7?+"CG&NP?KRM*9]M1_;R7$]*NKPF&M]"B!!"!BVQF;?#WV-_JH@TFTJ+)?D,.+@X5MWZFC#*_MFE$Y$7_,!<0WA9T_@+FCU;F.ZS]\:"?PT;AE!MWZ>E?P;IJ2PX[2$7A%*9XS M7Z^Z#5=Y=C1?:3C&^7Y$Q%\4LW60D75[\3T]'=GBL&,,_3[E]4M[6@_W62VM6)(DF?8/]HJ @RL8B7]H[]/B/9H@BZN WB,ZA5O\^7RYWCB|>>06T R=,F;_*_M^41R(2C /]JLJJ;W\\2].86Q?UP(M-TMG^>CG='9*'60]V%6O^.6I_!GRR0 MJ"$=CNK,]_0B?)WMR:ZUIT'>T=&'HH?.9%&'[OYI.W+7:/^)+)U_O%6G^1-7M_4]94['YXAVEK1DCCAG?>GW-"0=OS@YX=R(CBSS>IU3+HF\"Z#].VU?)4HKZFB PX=E?5"YT]EK/G.&%M]_J[VPOO!1]_/S;K*<'#C*@5O9*N]_V'SS$>3(+U8?\V1,H_NQZ_%.|:>7%RM>24B^'9#I[?!MH$TX]3M:0'Y&J$'WWZ,>CUV]D%K9J9B^.:2%-KCV7$&]YUM MQJ1-F&,<;8!BF&]'N@S58-?N29+U?9)R.Y7AN5=#Z6#9[8N>DD-&BKMG6M-> M;TZ1/.ILL?]^Z$>=7TNR<>7[UC)(#C_L38X&,5&_A$[*R"-''@E5)'A?Z_YM'F1?;^-XP=50I>VTW\%)<7II>9U%+CZ$Q;<@A1 MF.8DXL(^R\J^K#TVN^'2@K'#SN2R[@Z^MK-(#+T=)=-UWMM99H4]"^S)X4#:,(PF),E^IK_D(,=D+7S>7O"1?6IC*^I X-!:0'QJ1\OE;4 MK%UDIEAH^JFHHFB%V:/HRX;KN/S-;6M=]=28H-QS.:H\@Z-BX-:']ZYEW;E?/L0^75=M,K=2.V[Z^,RXP_D\2)O\(6-M\8@A6&UM\'T'U0JB,6>MF%VA3LRV;D8W)GZB_JGM+SJ\\A9-^@4]?-],UG): M,=5N7;C*.96H>VX*Y//1G//1/R5&XK(D[#!#L&3%*#;',D18A$81PK*LH7Z MK+M!EPKZTI$-HRTV[27"!Y8E!5QX8G*?X'UA2+'(H7BSEGZ3K)[]C@I$8(RS MR /'/$A\9U5+ > _+^7WNZ=HT6B5+M$[DX(M$D8:20*64K;'7]!J3=UUW67<(2 M."/R#F?9^G]6[1LU_S&8Z#"0W+9-G04^"NE)$SU+AG$7,:;4!'R,HZ.I!6/WFARD*5A2I_0!6^%IJ[_MO9 D-\500:MGCP!SPZ-=8O'XMY@7>/Y/6[Y-QER14ETF@448N)8N<=8 GWU< M/Y1,?T5\M-3)698__LWZ$V_SCHL1$XC_G?*W_KP3X0P/8>;Z/?A2"U% @>X# MLBA_D+*&Q(A8K,ZT)_M)=:!\R.9X,C 2QJOVKQ5-7UN@RJ&. *.2+0,X5=A M$7Q.)@HX,J%5L=W#]T6K_!+'OKW7S=\#\YIT:7 'DO,!6[WO4V\HS/'_<_H M=>Q!5:;SS/\&QX0M'!?V#XX+^_.R/$5OT/K+<%.Q-"RTG&G?B\V@^]3@13:3 M-%A]$+%,9N&0IZ[T>?]"ZO-HY ;3#S&+ILW,$^>-M\R1&_Y56S^==_"1-<'M>Q:U2_1%S:\TV8N']'#(_K)Z"ONP%PI,?\BV&18)!L'])YC+XURECDEY)B;-_M]R?T:3L]_M'Z%M82-<&P\E=/FORO@'X4^$F4KAW\L\-*^^O!V=4N4,:;[3>[AIR,I7>F2 M6">*1\Q0D.0U_T6_2?&'*XC/FC\ZT)S)GZ_I9AG(81UUDLH-3D:N[T><6!1D M7RI^9@@_[[ 3Z_&9T*E-O](DF_RS/5*G>F%AU.\8_#C#SY@@E!QD/I6!MDY M2)M38U$&N6+Q\(]N[ET0I"4K],#15V9Q?Y-M<45]ZY3?YI#DL6!#30H',&^"0*0I,_M^@0M,Z]08'E;;?W5Y$-3HYSA_>V@"6*I"&_^DI;=()PN;\)A4UJN_YIWWCM]8C2;)+DG/W?/0+'$M?DVID@I\C(K$T)]JR6.!08%D\0H$CEBB0@JG\9QU@W7[:C#-N+@'/^6_"&QG]H<_=_MIQCCG6_*!0%BZ#_+G#N(!4%U@3G6!*3:+]KT/('8H0A.G(%/Y6EB>S'#R@Q M];B8O?BL3X.OS&<9!Q]!@;]IZ^_IV#((SB]"@9^6?\]Z[0+G?Q3G]F#UEN]I\DR6'0,V/SLM7D.;DMX[HGU! '/^IM!Y\C^?J\V\;T$2WM8D&49')*/,@!&54)E$0!20.*")"!!4$A*B(3$)41(*$E(K,D\(K M* @1$0$9 C(I4P0"*(B(S(-D0$6&0,4AE"8I;GF^`_?V.=W]G3[?=V_W[?9' M\;MJL6NMM9_U/#N[UH9QW.VP_05781OBNHO8SWCV__1ZK. M@?^[ZC#^3ZTZS=Y<78%-_HP=7UTZ8_CB%4A.?TRO-$WNE/91>3.P"K M7"<4SU;M%2=AATFNA1[BY:8]ZK,+:PZ]NC,5G^/*W;+]PC&?A%U3?N>3/=4. MUV_]_06?6 MKR]@G3,2'[,0(1'ETGB@Z.Y%9"SWA!>?H6P@OS>2_]=H_%:\B&#%;,?UO3WMD<:+LT637BR5)_+04#BW"EXC!%/98?.N!>0>V(S+N^L]%>3J*XZ];<_$G:($U(@J?6.%^6E4I.WOIK*GM:/1E5#)6TEIR9&P6+]<8Z/NH)5+_@+\VZ\+AV6U[7NY>%2IO>PKLC&G$R5TD M9K8-6=RT:7]D/V=S;^/N0VO72J/'"*0+SL/G89=2!*9ME5//C911;#\FH!>%M M1'$U^E&6!BB" V%XL+@9P>@^4W9!8L_+>;HAU *AQ?B#P+.H@A F[/!N,_MMO[8^F/K/V(+LW$9U>+&\/FG M^]W2]^2OE^^4;R:/?S[SX/2YV_I?%6&EQ:E%H>0O75@A"Z%WV][?D?(@DEV.7E_3 MP_R-TA)]'M5CQ.DPYERC:VJ*L:+S8Q^E(O>UF]UV_&IU7$]?^XI]0(&\;:FT M[\9?*)"[/U9PUU9@PNAD_%+\CA,8FB($@_IE')8W;Z7]TLG%(,]DBA$N>3L(CE;>>3$'7OY5K3GS73'6?7RC>F\DLEE[N&F%9-Q0YN"M-#]JVMS M=ZQ!ZBRW-;89Z^HZW%W'JBVOE\+%>]:0;H=:;P/QR6ZZ[:@V+"" MX17=CI8Y]648*IT5!:^BBC6:?'8_*;ZS[GL)MR_KKBE<+QC:,30I:M4Q&K0Y6S'C]VU=F]B+74V%:GI"+6O"4M4,/Z$7T],+*XA= M/2^K"-IB*T[@_MK184Y(88D,33#]C/]CMGHU5_DA,MXBHV.ED@2"1,,_K4!^7&&C\>3EO6>Q# MZ:VU)NM]U$2] MD45-C,\G%X!C%O&V+E-G;<92]J4MS$ZM7G;8NIF0#2,?.0@\O'?]U(4Y^U<[ M&\Y:?1V6T"YSZ-8O;GIY.'RI.&9@/^>3 M.\?V^YV)/@;IC@ATP(ZID,5#5I][H0CK]%0FHUN#<_#OM?;Z=$N)DAMX/K/ M(\PBIXU"6[1+5JB]'4?3==/-M:.#7OQR]=]SHIA'K:V2F/BVG,!:"M]M0?ND M3X.3;_O170G^+V]NG L4"I)P%^4-U*T;8@_"-]Z^EW<<'8X=3$-+AN+'S6YR M!D0]T&%KC%KQ@*6+42&7JR7*-"&%$&%F+@NJ+Q^QZ<*R8#<( ;Y)G> COQAS M?IQ9 ]YO#]4:1]41] M^7W'_[O_5?[G_UYUR_#|\O3;KWT+V_O\W3DC.ATO8.GN!5L/2B.N8W876P>/'MD+4>P$#;Z$0WQL=5;4 M&J?,(V3"%84M_75'^=$LO^+KTDN=%TCN@E?7K'4:.4'QM**BZL/,,&&@.1QCT/#@]ZE'A:L\-7\,H['BU]A!;H'48+].I8Y[#>C)\7EP5FCR5FX8(D(Z MWK &$1X,<^6$S\5>,]#+60[!@Q'>,HHWVAL9%G*%'1*L/]\,P,.TI*^\FG ( M=>D#(4FW]U(F+!B[)DSQ-6K.Z8+SY;V)99B& 7?51:,]5'LQFZ;9D_L7Y*FD M!B6\B.1U8S!9^56/HB/A!/S],<8&],$P?&;*)=BPN-J_1PW7YE\;=QY=?"X_MMS.HJ0:C, .?$F'Z[RZ*,#\P$BYS[O?\E/M1K&[X%"T11RD7[^*BY';V%\0 MTCS+1!KRC_XXYS,F%&*L]3PDT6E=%X/5Q_+NZVOBML0PF[!M[P5FQS&U 1]R6 ?A0.2;OB6"T M-LD(*H27QMA]]DI!TZF7FNWF^4\]EGKZ;W*/4JO=3OY/RU[U/+O6XV2D'%U MV+S;NR#C1E6<=:SA7(X9>,#+>IG+Y_7R&YCK;\]LB:+"UYS]EZ/A]B)*;"4BR04Z1 / 9\(W=4 MX?[H65'A+O8+O@ISFK]OT8!L;.;^4]PDVUGOF9G.1W]K48#W!8R>6,TC4KC MP]QGG*XMT63/#"VGV.1/!P]'T^]K_7%V"QHGX#@]1-9]E8]ZO ?TFT,HCD-] MU0W99NY :Y--Z>0)LG!D(36IU*2E:%+N!:=\X'X01X$?6)"G/9L7-ZUNY]14M9Y[I*]5*2E5:]K0]2E4+;)(<^(;]2=6!VBI5W'&1X- I]= /9+6WL5B[0N#0 MY4E%0W.G2WPXYSV&CM;"OXV@K_%=MBYN>L@E'1R7IN5%0R3B:UM@CXV FM;:]9$<8Y4,^\4["6CK>-0#'>;Q[(6]*"URHU9"U/!([9;CCUF:?/3/@+]1#) MD7X?9@!_E;@%MNIUL)WJV4+Q@W<-*2$"=^+<4XQYUG2@*<_SZ;V$Z]&N_\L\ M-X^7M(L;JAK2/U=D&Y$!*.E.+,A%^R F5:NNRP#4D5E4IS#S[2R]XY7]@A95M1OCW85$UL,HP6YV[N44E U&5W#G6=.#:BT75+,VB]DB0:EVRYS'=O^'!Z[[] M[4\]D6!GZIR0BEDHA"\SUMVJ8^\R72LW9V#7Q:MVJHX47"FX&]H&:Y]];VD; M;.!F8L<[56_L?(;U\7*]0>_.2@#M"*Z!D!&N0W)%4/@#WFA:|<>,"?@=RU&^(VPF2!["5CA^A.5!(!L&+U5]'S-"MH#04AP7\2R5B.+I:/*G/@2W\&'H]>9*=:*F%QT6_S.)'U@]BW"70$[>&/_Y] MN^^$HN'?.T,[-!$$"P863D(;B4#H(;=I\)![P@[YYOK^"PXZ T'1]F?AO>&[ M+ >8D#@C$('^-6&E3255\-R.$$1F83Y4:N2! F%KQ8!/>!]OCITWR8P)^I*

M9(A5]'OYO"[FE#/3!0FH'KI$M]9J=(NB2S1;M7I3+P?G0*MUZ]VRP!>:Q>Z0 M@RIC4-KJ1^V"DW"DD
4O8X\QY5>X;NPK=P0?&]7L;A 3/T6*/%L -J!'.9 : MIU.]+.N[MR/:)MG/YT@7R4P[,],YI(?^EECAW%XF8QP-
\'EWB4/IR;K6Q"]_9B/78T]L:(-;;8V .#B6/H8Z7HP?>5&Z M[L5-I]?>/D(LT'8%# M)_RDS6,(I<]/C%*G7.+4;?
[T"+U@A8Z4.39]<@B5 99_MVP;L>N]F%7X+;'K M+ X+\0@]_FZN" /$,%ET"!EUG[B.NT_4E%0W% >
(]@3OS(:14'=FG_=$ ?I. M\ ;]I$-=*DQ+@*06:PJB99]"+-G%#D+FFT=4+0_5\Z!866D
M!D]HQ4'L'&E&GCO93'RH04]&"])>20$=F>!QKV_]$+RLL+FC@@3O?S>(_UR:
M'O;8E=I8\CVMX+EKMRS0>ZW6UHH]:A7H?3'X?#FH,@:EKV[*(,]=Y;FK/'>5 M1V7RW/7#Z2*929Z[;A#?
^,:]S$7KVMC:NI9'LS)$MOW)++,G;/- 67^"C0G_M2_YLD3!9X^*FI54?1%4&J*7T[?
=D]D.D#X'!Z\O":5+ZI/2=J/2M.YS=A_05 MJRG46EA36-?EUBB%\|R$#"O] MSI2Q ;QCO'HL)E(P5I@Q'$>-Y
MB!JG@W9AGCT#(> 76 ZF#3#383ZUO3= Y]C,XV7-,[K%QH-6>%/(Q)$YOS,U M$-Z1/7E03>EG>
[&K=%G2RQTO2(V>ET2KR$UV2(?Q,!0O3+$FB"T^2KAPC/GE5.;J]$N/ 5=VW0**<2*PID3/LH\6DF$%Q#RF-
(D,R[//$>">1,_$O.<4IPY MHH/R&C#;@E=Q301K.+$<:P*SX_&]6%Q 4?]#ON!SQG#Q\&86 <$@DIJ;V+|
MX7JJN/$=C*KQ3!E9#@S< @[_^5M!2+?2VV''M0*1W1&]#$CEO-(4%I0EP1W
MJ(ARH4=Z"%G,A^MM(!A8*\$,]0O05$P#Q[4X$1 L/,OP2$X*J+FX?'ESNE\ZD@9D0,E//%\H'$:Y%#F Q._Z(F?K !>-]Q Z?
%]E$0VM1\I@H2P-00*TE7Y M%]\HT?@!>S?TR"[_V? M_W0WA*]N#/U"T"4I^DQ2]$D;$D@?+Z;/ .FC*G^%
M!JH\OK68B: IQL -@T5C9))P+T\A]=A?H>7Q_7@0/P_^^V MXH8!?@%FWI$E M2WI=
8>8O;K>#)5S_@S2J"D%L^N.:0F_P99I*]HGY7]#%TV:*>@1YA/J#D_Y
MG1C>GT@>)*!EXM8$MI:@V;%,3_^D/,-8*!""I@@=*[L#>.8;)4):SC0\GMDT MYF<3.B7,Y%C8%1-S70?D60BMNX
8A:8[Z9QL&NT7-F23 2Q\0S2-$Q$1+X+' MVDA9T?6HD,0 QLPV(T/W.9Q.;=)+("%W/^!&DJ G%EA<72G?;2#9):+KZO7/
MSW=/W^E/[?,5>!UC"[03B!\('-"- +DLG^QFRWD#TY?K.WC5) Q">,$(:!O4 M4L);F[>0$V_-5RY]1LX,4]I7I^R>H ]
81N@!BZ@"!TLQ[0ZKBR?ZW1=TA7 M\-B!+] HGPF7(?7]\ARW-CB!# M)D/G#AYD@M?(/2X3-
VD,UDQQ59+'!6PX=]R_0C872L$MGEP]J,U628CB&/4,1 MC;#3?DS9<.X2\L7("E@VO)KR,D8ACQ[EL9$-
#_&%HXK.UI"D;X5WFIIL>LP4 MJ(2?7&+%B1&$'GEYR&@A0;XE:IPSX36RLRET>OI1\^\#_?0FG$IK,K4QD/GF
M(AXD5XHXI313^ERE+%L>U&^9]<&Q\S$I5%MB>":88<'8-8''7LF*F MEF<$R@]>2(CC?'"BZI]+4-Z@79DU#?
RK6(^E[HT7,*H+X@^([J$'1$^[XM.< MOW+9JSRN*4S2\(YX3\R^8LAS)()'@ 'TCO->YV$[(Y=T
MV:_H\E93^7+AO^(B'.509C1)KL8 B7$IN1(T+X6\^%&*"-R3FN@_WRI=':RH MB)35\,E3#GTE_^FL&
M3D5H&'8DO%0<* ;)P>?V4PX)WZ_B6K?4+,%S'&)]+[>?Q.]\3_3Q$,]'1676
ME/OHK=&&,G\4D3F)XMMR\DA>L"T"SHL3Q:7BQP 4Y2<[&Y[&A!D]F1KB5K&A
MD2'HS'!)@#OYYL)IQ)PQ/I5(HRI^"':%P2T%/#:@B.TH=6R@4MF?/W9MM-N% M%4^DPE>\AH8'U&/1ACUG42W?
KA>M4'VE%;JO&/&6,+QQ0)('V?J.F0JQ11&V M1R>.IU$X;0GXKJYG@I)5U-V&;$NCCY^%3K!9%JYEL<#*=9;%M0?*1
MG\391I/$VYYXNB3>]L23V %2L4G%5DWB2<56FF([$(X%D/"#"KUXX/+3)AQ3
MN!JJ""OMJP6Q')PT!:.&R^<^>4=Q2MCM8;%S>ZVNCL#'Z]0KSV 5"P\+J-_JD;!R];#0.*AM- M*1M2-HY&-IKER08EO%
[_EWENGEBT\."B]VOZ9RD84C"J+Q@9\,1]"49;"H84 MC",2C$T:[Y1G3740AZG7W;F_G)0-*1O[EXU-NC&6)QM=*1M2-
HY&-KJ',JAZ MT]"2@G%$@M$[D&_TZF43C)+.RH_@..9^6373\E3D8F3(%?HCEXQ&?;5D+$7^_M2_&|=G'3ZY2%XEH!
(&7)'RG^R(!\K^./S76E7I]NE+Q32=Y9R3R799\W1TRZJI[S#_M)LD[E>2=-
:CE0]I\P^;PXP=E$]W;JIGI*2@:L;=$HARVQ7KK$B("WO ME_?+^S_H?ADWS\3-=]ZYC_B
+&^*U39*+G=IG|/"*IEKGY,U07H7-\U6-V-^_M7!VAU2KY_9CXO9@1OB938H-N42LM\69YY\!2'J0\[%__-
]9D2&RJ_YN:U/^2 MWRNO_YL;ISULJ?]/\6Q;RL/IRL-VYO_F\M"0\B#EX8CD8>/4E2WEX13S$Z0\
MG*X\;)RJLZ4\E%>Z+.5!RL/^Y6'C]*,MY;%R221T'O)WZL:0;O2QI"75,72? MHR?
NM6/O@^MXY]*T]Q88Q\!^AYQ,V,!G1;-+!_Y]=:VX_>4@#!0_'/R!_74" M-WUUND\0M>B$=PS%NX:6-
PPGV#INR%*M'#5&K7MJ[=L)->/!HE=1#")CC4/N5_0\,+F*?2-[O_P=6EQ[0<6$ -&K#=;]TSJB3+I7-S
>F04B4*=BJ@)46[;TX+4.6K>+J@,_MQEH,,)UEV,H2M?_)^O&HZ;3.N;$%';($LTTXP:;F-_3!C9A#JFIEB)F@VE
MVD(.9@J,PGCE;6UYDTCCS;#L^:9SG/.IBQB0'9X,/UO^>*[#9])'TMJ@R>?$ M-9D- OXK2D/W/MM_F&9'^$YBN.DS?
6RIU?TC-\8LQ()SH,5)7/ M>_$.L+>;"0^C?F.BZ::UF@$9(8!"_J!L(>3*>^6ANW+^< S-!.O%SHB;GXFF]#FS58,
M731:,VF<:OJ"A)ZD? V3H6@8RA1V@H ZC $[BFYS(2Q: SN%S_X* M<4ZP66MX!]<$ M:&VENL 6:=H;M].;?
Z/)!D%Z$3,/;13HP7:0CFLYI;*/(]*'J99K,]"$D2+L M!_$M2]JM-;M'T6ZMOVD[-6X=# W/FZ'N$=W9A-;*2) ?
M2',E>J3:LW6]7>* MMF9K=&OU9J^4=DQ:H]9JZZ7UB"K6;4H.JI1!MC-N4?
F='(LEA>^.PDV^"/G:)6>*K,7O"/B5T1(DI0TRHLYK>;E0$H;=,I /) M3$M=CSTQ4U,RTRDSTQ)+>D_,U$)F
IZ2S'22S+3$,-P3,[6KQ4QK#+XHMP0& MRI;SWCE>=?('/=_@&\]Y\YAI!1*M? M##:2D_SBZ)4*6H4,0BK+55H$$%2E#
MD6"4!XW3E\Y07,_Z\-D8PPT^&_6[,?%S=_M]$+!*BT0?I%FRQ^B9>I5 #B<6X&H7(]XK]/(_7,PZO NG]\N5.ZGY1B
MM<7IDF($UV".3T]^0@9DYJWK!_[SV/#8SX;/3!! *I'-%A2W6URA@&1@_;'X M#M\W7V;_(_^T]WUS_WGNR_*
[>.OW^|>GOLO]X\/65%;D)B5M=1IF4Q&A&_/ M&9->T6+G.WM" "<35-.$"V)8#N*O^(H_=KW@&N$;E$N$*]+KGY]?
[K_3G]KG M*ZK>L%WG=?Z2;^E++ >%'@$0IC8,4@G&" F !I>AUK:T\ M3AQK$/KP:S3G[S!GY1(?)&B3?
TE$K9K2=Q20$\>D1T=0!/!&^BPP(9:\YAVF M8$QQ_AQI PO-!RX0ANX37'$$1 +S1T%.P:'P,:N9KVC]X'M7
,^@8N%:0CPR MG-+$0+V]OGKL%94H//D$N:"W"1> ON5KNMIJ0H67,[_!^OD-%N=W]V-J<>/M M.[S)G9\7F
[#3V;HQ;NP5,R))].I7]P$S+F>,<-;M)24*3T'>>5]; W'-!W< MXQ&4S8H A6K*4RZGT%X-LT6OB)DB#<=((\/F,-
!5P$]6O<\"=&%TG-IV$=@,V% M%:'6TE?S]=:F&591!;/[!"GM$0W+%_^'[FU^2|:\KVP;&CCB"/%>7+2NKBI MU[(5Q-
M+M-9]',OEK60D>(T3(I,X(%>$&4 MM\+>4'-?WM!:MGMPQ0RYWU342^IT@ T;;;6;DW40^YC?W!::7E>84&3'=
MLEWKY>SY4R8B>34E!\V2XU8&61-[Z&*C6!Z$1X=]+2-OL4\T5^O*.Q& MFS5D^:2/R<;W;I)[Z=_Q .'!#?[-
X+61LY"G#M%;K^E+U6'$A.^,G_^.7AZ[ M']R-SV%.X1HG 8XE_GTKPVA[FSQ7W5]=3WR%UVFY08 )C'$<4ZA;!Z.RF7'^
MZ2+TM!?5O9)5XIL=K&&L84,[LY)'8+VB1V!WAN> %^I'.BE[N-7-.4C]:MG# MK;O^T\/]PR_/RO>
I)SS=^O7Q0:$#K_)/M_CK(81@"3DX9\=Z^'MN'[ CL;XZ88G%J_OX/)Q -=!+"-AT\@:B-F<21> M2@F@.#C0#/L7F#YW>?
$1U-H KN9A#?@5,>:G!J8/6%.#@F_^8O/3:5U-^9V1 M"@]A)QPLF1@>MM"+\%Z',-
;A%J;8S/MR=!]9Q)^R";I9%OUCV//$S M3&KPE9L@GYAX=0ID/L.V@IZ!1TC=,Q%<%3^^6\$X,NEQD?'*=0M-;#<*/0KQ
M,XYTSGM-*C_U WPO 'X:I:,+N%:M'\)9]XQHS%/$U^#]P2A;Y=R-.SDP]#F M+!NQ"[;_&(IC4M>?
>Q_=DZ1JJ8\@AS'0UOS!GYHPSC)XYN2][EP&Y=,E%.' M>?[8F@I!2 YPK-%U$O*.%
I2((SE="X6B>L"#Z8]&]/<<#,_GO230Q]\;LH6 M)O+9=M0+(+XC/H:)!\-U^"LC\'P*I%,/!AI534+1!^0&
M%3(^GH=C9H8V>QPMFB&T.?8=4VB@)4#^73T#Y+_<8]B];? RCK;.I$T#5S@H
M1N92%1PKG&#L,2YSOO5#V,0*G:KF-_^@",I*C'\5G(PAFP:I-X%0&T<&_:_I M>E'H_V:OUNR6!/U?
K[5]Q1ZU"M"^(P=UZ$%UZ]N["&R(\OZA@&N+\,_Y>=+Y M^<;QG(X4H_^%E.*O7!G>S2G#,^U:\ R;PWIZG_U?
9Y#R]4LZ4;I(9]\Z,)X3KDS]COE]LFAR,\P?OAK,1IW M3\6(G*R(I)! M$SBO,D)MW_12T.]?DF2Z
M'(T3Y5^@4DK6YL7]GD[X>XXSF?)44 =VZ6PYR^;Z1R*C5I&E5K6FV#M+=6%7_MV\7]DRQ519;*>!*'9"E"G_|*MZ
ME22<)%RE"'?\./5]*CL!I]?9\]3V;-L!%Y[_"=D_FY[Q/K @B3[V(TS$%_>6 MJN (S5*
+E(%1M$X9$\KAKM<_K!%P4CA@>MX4MUJ93$I=H^H5J*_^ XG$E*A_MG*%"V?1$?/^2V2BF4LH?
^'::D)_KYT1$I4*1"N4,%80BE_V-LJ%#Q=4QN]+.Y4Q17*R9>T M?&&..[&<,HM:&D!GTPVQ"+^"M1ER=/L=74E!T^-
(+8H@#&,OWBIMM1 M>]H&,4790_DY&--4\K]RD>[OBKX7N: 2Y(/G>2CT\R6ODCY.$WY6)+Y=2CY M6!5)+G/
)]_RL2HT6N: 2Y*/-LE'NY=MR5P1 M^9!)/C([2A+N**Z2A-N-<-'/T>[7I![@!XZ*R?LK=K^4*]F.).&.X]ISP+[B
M'3>BO&K"MTYW?Y"06">+U+"LXU9KH=_6DK/X7'3ZBTPGK':]@SW]ZA5_83A MTHUD_RK-;2OV[Y3,_EUB_X9D?

*\G^Q\#^6LGLWR/VES!5DOV/@OW;Y;*_5B?V M[WP\^TLG4'K/DG!'<=6!TQ]\3Z7C!1GL)OH<+/Z0M2,-U;FCU2$ XE" (M^;SF" MT):"( 7AN 1AT?\M1Q H :N1Q4B2@E 99I&"L-H/+D<0NI42!')Z_AX@@A'\ MU[3>>(D>$L)R0F.N: (\:.EO#F_^!RZ*!30SOU7*B!MX-/E[,AAZ, MMR$5K%ZO/6 ]8V VZX/F]*4-#&-D-H:&.=3;O59K\)\.%@3'-QTO_\1) M",OO\F8$GX#TS,.K+FX>'E_N%*W^2?F?.;IDU>@\PSRSUPESX.>IZV'K@B^6 M/[1=/_38"]SULPV,E'!)CS,CK $S^X'X#I_)@*.F\-3 "V$HSW>__'KW*+< M/WQ]?/[U_W+_^)!9K<4U6+Y "PN?# 9?G#,<_6*.%U)&'7.=", MXE(7":98CF(H/E#;9HI'E$=65WR^%LK[V!J.X:*A'9KP_F ,=[X[S//'UE0% MZ7]CMCO%*U6X._61D&F,X5^AY5M1KRQC:G@!_8@>-2H8B_DUY<%U&/[LAIX8 M%>+ <3#W\&Z]0)HP%].:A9P4P80.;;0T8$MP'M8)NNL_@V3B=Y %B!K[BT@RQ M7A=HC^]"Z!QX[^]6, (;9XX,]A@^"Y3/LZ#Y5>6>*Z2].&RBFY>,C82YCQ?44 MU#-3&BZ. '"##PD=^,>>/@&_+6%19%N70=>Z;@FZ-YSU3ER0*5@V]5^A%9 M?!4OF']6CY-V/09C ]Y8]ID=*DK.6">M=1ZK,X27\:$^6?Z?H)/Q"^.5:;$Z M!LZ-F%O''B%9()B?<,GFYN_!Z@/[^U>]$LRF,&W#MA7#]QFL@:!SQ%78$RU% M\RNB*G-?/6,ZGO$;!V&P?.8Q';.3G]N30.KG^]E$9=RW"?_-U6Z#/ VQ?OO= M]4R?.0D-M(L;W_J1(4*:D6E2[PE/_6Z C#BO@>NHRI=;8.+ -;X//9C@,^(^@+-ZL(:->=?C:: 5 %OIP!7X.[4!=+HC4RN[U%29! M"VXY* 5RN-3>HUKV:UNG59FM%9+V560,(=;.YMPZ_=X!5[& M1O#%?7"#7T$EW@IM^-7UGF+:BSUT-5=G;"X=-BK03UG^]MC$L/ 0 Z1]!+P3 M<0,HL-^!!SQD!*5=KZMBHS!=("NJS*S.A@$1CRURB4J\.39 :S+F*& 7^KXU MLH"_A# AXIE>__R(\D)_:Y]1M2*71OK$C"T%A9[MGR:W17LW>S/L$"D/2T'K M#!I=[#GA%$B#Z5]) %N$Q:E<"CH^/-X+*EZA"](^9EO5YC5U3'DEA MQ(N7V6?3>X&?UC_B@37EEW[_.SP"3 */+ DCR%D_'VYA/GZ';Y\P [^\]*^4 M$&E,7]U&T.V /\E%+*E7E71@Z&S[;Q2>/['>W"9#;AU5\-^/@F7 MKRBBI]Z\N&FUU&9.2Y+MCBTKT==HA\-]*5WG*%V]/4E7Z^*FJ;:U+-RZ%"XI M7.L[6WC504]2G+2Y[5(B)W4O;C2UT<[FU$A& M.GY&6K-/E\A&/5! (FMKK5D4AG7SLZ2$GK:(T\^BL[?93-=K7VB>_>*[O?Z=< MD]+RWZA?W#2::K>S\SY2:'6.S266Z2 M=<+"M<:"W46T=!"MKJKI1Q'(/?E@$\|;B-*#1;CI:KN^[57%+/GH^TMRBHZC M?[DH5)@I\"3CE>=-KXUB'F-W]#+O7Q4RV;12NGH;SDIMN+; M!J<>Q[@+R!#K(?1%;*%R[@)MT9_CK3O.6H651//BIJUJC0ITQS@KL/:S,IV^ ML*D'',AA!4@M3K (Z[_TA;2=I.VTI2Y,\Q4JQ!17%=:#+3"6&FHWIVMYU:RE MCU=>'ZH(C]DTO,=<>^;'C].T Z4=N*7NBUA)V'T/KA.?WA;6?>V+FY[:Z%:@ M/Z94?54:H)RLG*R2.#9#)C[KPRYG;SE9*9/=] H K[R!U,G&MVLLD]A<.#^\N9D[_2@.L8)2TNAO=;0[^W$Z-X4], MM>=-L=H*O)12 LJ2$>B,@D7N4AQ26(MW+VXZ:K=3E:JB$D+F4BA.5RB6U &L M%8HLW_T>S3KN'CT]>TZV MG2!MN$ZR7#4/6C,%2RS;5IYJ;Z;,EMBNKSX5[Q-#%!9L#4$+.HVNVFCM+-RR M1YF4@_W+@;87.=!!#O1&B35L4@JD%.Q-"AI[D8$& [@7=MJ8V8\K4#J1M%-9FJ\LNN!QXP_KXT1#/:38;\;,Q^)GFYS:#G7"S1+"3%Q@LCVT]4H]-#)0#>Q_82N MPHB. 5CI(Y,;I72=L'2MB79M+5W4?J+9ZTGADL)UIL+5V9-HM6'C;]NMXY"M MDT\QE>TGRK7GRD-[;W8N;K2>6M_I\+TZ*6J2DS:W74KD)&H_H=+6P_T5#KS;;$R9=R=6YR MM<9:VT6N>/N)') ]*58RTB0C3;N(%K:?:*N-IFP_405[EN<-B#"3[#HANT[(_MKA.'NU\B)R_;:/;?=:(END[L_B@ONTX4YP[9=4)&5LO7%WQJ.M&BKA/M;C:C MIV](PZ=E3;QX<#-?*F2((6X$THJ05L0V5L0\+Y%-45@-8-,%M9ES["MMA>/] MQW(,N[RT$O9M)938CZ75!M6@J4UMEWXLAS$1/AX=\$.1!H_9'BJE'\LQV#+2 M%M]W[BNQ'TNK@]Y1IU=]L^CCU=4!5=_'#_!#]?PQ&[SI9N#2OCTK^[9$%4]< ME%;L]\10>1J\BYG_.Z?]2_M5*G$Y63G9*@Y03E9.5DY6=B.J5)CB@^Y?=X]_MH#[V!.K= (D5+NA&!.'$/8IN&1"TL45+;FFQ(5)6KY&2+AX^JN]?)AD3%IUAM_M'5Y*<5G)+27:=41? T1H[0QN5%"HJ(9XHA>)TA:)15D.BM@;62UMV)#IU'Z#@ M[$]'5E9ESI6X?>BX? 31Z90F2[$@D.Q+)'A3%]L3F/KI0M*D+1;O=5'O-3D6Z M4!P@4";EH$IS*R8'2WKP[2@'39"#3D-M[=Z]4DJ!E()]2T%S/T+0HI9$C6Z) M,*TEF7/1>R**M8#)]Y75=([WY]K:6O>$HK.7VI6"_^.)?1[6'?C@4OG*[T; MO%>$^&S7ZZH"(W-'(VO(E&E42!^,#?1L8"R.&R@3Q@+XBBE_A3"G@!?,NAY^ M= (+H\]"SX*F6@7*K&/@ZUQ.MD[@K5\LV"LBVZYIOS[6R8==\#;QLI.5HW<3E;-];U #MRZJEOK M==I;M* [J]O32&C)U&J5UB>J>[J!ZM79W=3NM#5L=Y:KC8^T%]6S]6-X)]KE- M)ZAM&\ (<5S>8DAHK[=Q&1[94.HV62GMEA.J)CVRFM,=F2N<0*#B)[+%B@;3V M?KI1P'-O-*VN-MJ-.Y-3]5;9\%J6P_^W'7X M*:OQ/FI;VSLR^8<<^A];'%+V%"K7N"FOA4>[=W'3K*N]'(RYHTTR MDYRTN>52'B=UZEAIT=%W!M:6C%1%1CH8&VF@D!IJIUX5/CKY$(SL*22#+R7; M)SLT:.CH%S? MGMKH2I]8RM79R=7^&I]T&HB6UF]4E2!XFF)U[I)URL*U/]%J M7MQT6FHO!X15!IL^%L5.N13AIBO97$@V%Y+-A0YWOX3"7;;C[+^Y4*?%ZQVS M+E35D'%/"S]5-A>2(=;R]<6>F@MAKKJFJXW&+OC9AXFQ?CR.SX=B AVS[51^ M#Y5C,'ZD\;1O95AB#Y5.!ZRE+A8.5MY<^GCE54%PM.-0A*7T4#D&0TX:@OO6 M? 27V4.E@HASHOIWZT$HC4*)@2HNWM"8]QV"@2@-WS\=12YNH%-3O/<3$:&H[ M9W=*^U;J>#E9.=DJ#E!.5DY63E9.]F0S6G9J*',,,9\M[U]WSWEFSQ:;?+4] MJMW"9OMH*-.M7]QT5$TK(6 F&\K(O4XV3]N@H8RR2YCBU-3[:4/#+BTM*KDE M0!<[:VA]LR%APZ54'(%4;-LH(\OX^L6-5J*/O(!N/Y,6\H4G/T)R36XP!^#EAL/R6 MO<-OKND]19@+%/_CF-$]ZGQRJX''C/^O#9&,-A/AOUNS'PD>QJHVG*N M%VBX./WE\-,)"/4:"N7=O!R&>C7@=/6@I7NU5EO; E]ZI>7_M V*U!]B2VSI!6SIAL26EMC2$EM;8DM+;.D/P)8NDI=VQBBXW?V@=7:Q M>UF]H=9[.V-^50V<9",D!XG'7)@3>WOBQ!;B,3>TLH+"Q\N'I3SP/.)]9X.@ MLR?$_2XA[NM]LYX]4Y? X.1*LN>)2L=8L*@\;M=NYN&ET5*VWLZ"45+)59@Z8 MY*2U9DV)G-1%L.96MRH@NY*1#KA1E\A&/5!(/;73V?D\^3_UI, MX^*FH?::V3/'JJ$/GA8@GP1KEB'6\O7%GL":>Y@BTU!;.=T5]X;3=UKFQ(L' M-_.U0HX8XDX@S0AI1FQC1LSS$AD5A?5 Z^*FI39:NV"V2V.A._^4#V-^#-N\ M-!/V;2:4"&/>:U_<-'6UUZ]^B?#Q,!H5A.0X#D58"HSY,=@RTA;:M^XK$<:\ MUR'WJ*UG.S!*NVB?_( (6@JP 8P/QAY:_I@"KNX(5GX02,-(&D8;*XJU* Y23E?#G$OY]2[P)]WZECQH>IE M>-<2_ESN=1+^? /X7DG)XL#+04BBK-K91" MN\+@YYVZ#M9+:55U1\#U$OS\O,#/#](\HU-O(&"?JG7W4/9] /#S&&V[M)5< M1.+,+&2G"0OYGY7_FPMBU(;1WA3-N]E]^1.)AGIX/I/65WXV >:\(CM6NUU4% M1N].1M:0*=.H\BP8&\C#,#;'#90)8P%\Q92_0IARP"M,7_.D'T>>A9\%3+ M0$%4#'R=ZPE\=2ZUM07KO7:@W^@SU']B9[&2V:@<%%G]2I@49S/:+.)]!!S..,]_#XGO_Y>Y_M?[M_^7>D:,7@X]7(1_ 7C\UYF:[W32R/_"!?,>]D.7>>,3:O8A#-)Q]?6S#U MX3=M3<>354?YR@9>:'@S1> <0[TU5>6<*X4,S4[&C>'85_ZO,9E^5F[=&K_W_['9SX8S7'RRN/7E2VHXRN5O MS_TKO(TRZE^\$&8V-UR\23%\H =I7KP*]..[X8%% 1, P5/IY^G4ABT%M*6] M7,("VVR(2M6>]4]*?'UZB* 3*F#Q_5?QQ&?^1''!PH.O5'I[F]XPS3]5Y8$8 M$B;:]WU7)'+#/.&U^#LFPB%#_=OU_A0TY^0=\)MK_1WI">]Y<3W@1O?ZBXMU_M9K"H].(41?EG/R;=-/2&8]AV/1__]'$;4H_7W\?6<*S_HG.^-%Z!M6B;>T6P M!<4'&Q!N\'"G@UG]K9_'UZFG[=+[AZ\+Y;63B>N0/A73?!X;L-T^P8[KO3$3_M5NAKB(;]O8^C'3+_7X8=;EA#5T_4;_OBIM&]]R#X^/^,Z8K3NH/Q*#@>G_[P M('*#UOD,\\$A*CZ-"R\<,(?!KF_!DE@BCU5=393OS*-I;4ZX7/254FQ@PFA;8,J2?D'Q\8_M4QEY[D0)0#4B7_#_CD$WO(Y)MKA0@7_,"8\,N R_A0&#RIT)XD6\(Z38]53%_M<)+=ZS((8]2]AI>2#*]HQ>';\-WP)\Z_RM*5",+";XT?(4]QW8=C@$_R+P M:R A2&B'\94@M0AW@SHFS8N/6ZE025G#PH)0(;45-_3PK6B>!==P]_6$))$3 M#.<.YM^K9TQ]2I^;>T0KX!0_!+&*'D3:;:NN3]@O0/0444E:;Z]56M'07IB M$P/V+O,W[!%@_C9UG9=DI)L)6#OAN"X(6!-X;HE7"-NLC1/TQ$MAIL1B9(MQ M.G$*QZ1>7&:H5L@_('OJ=_7>;Y"!8L!AL0<-PDJQE4A02$#1!MI6F_MA*^8(?$I/A2M$05TA^6:^ CL/R,^UDZ:Y&,#?"T#*/2&'65,X$3+>0/53;04_M7_<;(6C_P8POA3#P23V&/A.:)GH_MTG'ZS? \:O11M3%IM<$L=A:NKFH+)_M%/".(6.FG_=>>_1.E"PMY55@)(#;-$7/B>'#P;V'.9PTGZ!H+E7+G,PKVP[F M;.*DE>]IX;Z0(')YXPKZB^"GIQ0_?K>-!0T\LGXP_J_S'/SMOO>Q0UHD^QN*

MOU]K!:%?)51V]!3YE''X9B9H1[F3Y"_]H\$.NNL%[8&LXZS5L[ZL5L\Z MSH^P1UO1UD:BZ:2YW74VF+
(P)]#*88R;0=8/!6B'?;M8MF\7F D@,61>@WG_M#E[-W[CKPTZ_G6@KR5'D;8%J(Z MHA51.JC3:%-
$Y["=^[I;3>^VBW;N:[5KS59C73^ZS1(+EMV]\'V[URNG_UVW MUFT7:Z6WTZ!*)4)+*Y$(JSL3EM/E;E4B23OSL*-HV?
5"NB>W5^ &.9#G2[>E M'1;WT%QQL_RE#1]V5%3.=*N4="R'C@=*;OO0P^PH\H"1D3F;= ..VHQ5]E;D M?
LY4WQ2)7,BM.^N8U4GX^4 MY6N9B%/[G%&_(Y]&3U^K>Y+XH(8Y>YU:6Z](IZ;]U,_M3R9/1_1.7,+:'R9A
M32YA!>W7BL#Q5I]5TX=6'^,HRO*24]F9"[JVWP7;???7<212\>!RE,BV*V/\M ML/^;58&_.!HO5LK>]&K^[5-E#>-
Q>50H>I&<71;3VXQ!KYKA\'R6S)A]_*S-#K"U40J7\+5"-TXVJ$L9=88:_L M>N
QX\]K8P0S_&38[\;,Q[5*'[9;SO4"X1=IMCS7I;(%$/?E2_WS[>_/3_?/SXH_8Z)+'[W=/??SA.9/Z4[F\
('KB)TR[B6KYZ&AR]4S,7KA^*[M)RYFG;# L&S*"DOWLW "GHL)3\(A]1U0-K;RQ!\ 5WR%:Q6M?OW_XLR8&;Q;
M9,)\84,V&3!/:6@B&V9$KZ 9XK6I;'\IGA!3: ,2BM-.. /8"-.RW%0"TM+$HR81=#X52:1?"X+21?\+- 1U%I4] M1!R17-*
(+E&C:SSF3Z,*BOB&E4E0&XZ%>]OIH:2'P7_-'47.JF^FZK&/ZH;J MYF/*HD36^_4WU_T3Y?DY%OWJ*\N5]4\OJ(8BW?
&_D9Z)BU"N;3'AE*Y#I2$R M5B?,D\@&HH(%A%$9!J3K?!7TL6VQ$?PQ M]=P_>&$ ?!A12KP"7HO#M13U:F*O5(*$-9I8:
( :FKV) @8E\.+D7]\"Z]%" M_($5HJC1?)SMD'DT ]"S >8/4TTH)O]AQC?0)G ]- R5$9BAO%C!QPZ80\/' MM\
[<$/[$K#]X(RQB7+N3,]G!C$B&R+=M>_([O98O?8G6JBW[/=@XE/91/8%
M'C.M]'B2^]XI;)WP)L-._41;*E8W42TN;IH,R/?N>F)1IV,/%P(OC=:7_XC% M">(W7B^%2RI>3DL/#W,1416^0!84O)7+.?
P!IDLL(5@6S '&ZUU2/")X]*8\ MXP*FEAZ<'M>&&?SI4.F+@XGD_&_/\O\$/@]1#U'P L',IN)22CFRG>M%D\!<
M\Z$ATMNQE@=- .#FT,;:GBGSR&" 9U%5CC$343.'HP?+!=?* [#96 M)%!5D1/P:B)!E+P79)XOQ(I1G8(UF0)?4.
([\?)R95)3^N"@B;3\4Y\L OC: MH0D#'H2)DK&!<5%K!>XGFBFQ!(@_+U.,C#1@%F"ML37%R8&Q:BN,'HSVX&NJ
M0R+:ANF?X3F,WHS59"#'(,.*'A;K]>KP(OIZ*" M>3(.8="VBR)C]JDG CEIE,(8B$RC5W@6T%OYW8"1.Z\!%E5]N85=(_!
<&NUS MZ( *0:EZ1:G\O&SR, AC8-E8-4.;!>PQ,#>7F\+I;8!3&,GNP/Z8_)(9'MXH M<'!=L9W05,&:!D_!#<*1]]
[.)N+/;#:#X34?T9/38U M>%P'7?8-XT-9]P4)S7I=S+6=^GO5C, M'V03WLO).#&&GAO?%NF:RV29P=^R1>4??(EBP"
<;U8T]'NUH2KQ1)8/PP;4T M041IZ_# V1(&!A+QE;E3H G%E]#B&-FX 5Y%O,XW%#/BR12GH"WFN39]'74Z
MQ8I,#W>I$/XV&1_E9[Z$%NDJ8O2D:)..,.!I'4AM$PD6Z=_J#M,0;7UW#]N?9 MWJ6*J-A&
(KH[;Y;G\A6A_FI#G"PJ/^!?'^=, P#.X3,!V!>PW_23!$4K*Y+!A M/6A6O%"&-AZT*-]%31OL&V^6&_J@,-
TP\&%IA\SDO&J\@9!&RT_N')B$M)>) MB ,^%M=15)A''E^D_<'$ .ZEN^MPKOEL^V]_N;%<0>(\F,%HJ7P44?
"@98[W&GP@W?]6;* MK]P-.NKYKXL @O['$RV2L*2E? RD\"4),:."ZH-6G?D6"?/7.'Q\ZSK<];%K
MGKCC@9<\)G9I%'3]]0OAC?3CR"NH,D-X3I'UA) *A.> 8KY9R%J$]UVTN'&G MQ"@X1D$LAVL7N-R)5:*7C'#!/XSF1!I*
["O<@XNFD*K!_%0ZC\P!:'7T M#>"S1*GE1_1+68[/M.L@BA_GB-@0T"+/8(Q]F:Q]]J>A[H:^2TE5,+:'X1@
M;*'Y";84[F^]$K?NHA^7(??)FK,ZO&I(ERC!0H]>GY@GUQMA.I\O1Y3VPDI\% TM>M M P21O+8T[PX2=LH( M=V_)
<8?EN*\AGDA@CE5*VWTDF]6 [6V,_T8QP(<^>?6Y XU-V>BBKX^1,:LJ M!EBBSO4O_?
YWQ0^G4YOV7SQ1888O8@N($,(;X$F^.RS?W7HB>-GGF&VX<=U% M!WP?K.>8/_2L:1R<,I(18LQU&,??
HK@&&MMJA0!18@W^$YFOB"L5'EAQ5283_MIAZ#K=I(![G7>E:[\>=F?LY99A5]R[,*/R9!L'J1B3%S%(;A<.X$K=KY$U=I
M[BSU':.8PS!&84KRYI('\="!BU;%4)V$!OK,F>_3C?;0Y M?Z1^5\':Y 8&%@#[BL_(
>=A<_<]!8\&MBHQ=I7H+IBAOF]F6#F$_+#B-<$+ M/L;+?S]O6%6(>MJ'4D\!05 L7]JGU>") G[1"G?CN#1:A'Y.DQS-
3[(6IWA4Y]TN-;,RA>W4J/!U;S+&+,W]]8*N M,;V49=-E4<23WV--
\!Q_E61CI1\N4A#37XD$%9'58<9'')AZXS&>3A+5D_B@ MIY(Y8A(@^"1!+6-VCHW'DB.+ M\^;8V7QLB%*?1KS-
&Q<=/YH,'!0V]\YY,O,,)WPF3W:,LW1LPW%X=J?KO+H\ M/_P/E_O^% TE)RK)\8%/[(?EBV#3'5/,&;-@0PFMQW7+
MDK%Z:8;A.T>RT,_H]5'^"(T>?%_$\L6(!&83X?6QLE$N>_6?KH!8([R1"D8" M PN(1B+<@?CD2- T
>=7<6L2IF,OBWQ0E+"#T+)-2N)93ET<@B]&-4:5Y43Y M@%A0%7J4^YMS8)@0*SIY227E88(7$ T>PY+\(9Y-STSQ#
(I$*6/0%B "<8X@ MB%+H.9%;'260$9U3NL#(I_8L;\GGKTQ1C59@P)B3Y'9&0DU\+'+$D$]XE=B"
M\)R"VL[/S8E.LD]AAOD;TR-E:H@,44*QAN>\H3AXUL3P<%_GB7'C5!9?.B#$ M(YTB(#"EM![1-
D,P;)\VO+FZ,MK1^.XQWS2CI\(HXZQ<*VLB1('635/$25X,
MVW>5]2"#YLMO+C!F\P&W2.)455#E+B99@I[&UBQ)&K]%Q15DZ?C$ K8!EXU%%Q;*%,4._M4"!Q0TK,C)9>C2IA?
%ZG\23X0WD6UT9JFR*1?!O@B1C(BWL,B,&1/*4X9]!OX$8@B5)Y+HTRE-0^]DA(^:@#]W..U3 M]A39/,Y8Y)$0X U?
M]N)7]C9TQN>P.A879+X5PL'['/1ZM2YV+"C6YZ#9JG5:>CF0^U]MW>B4U'>@ MU9"#.OR@F]M?O@MT?>\X4=
(/T@MASY>5TW%@*>!O/8OY6^TUQ?UF@\7;;,+G M1+02VRXE'K5C;_J:#HZ76UJ3>/MI^39+9C8C:MJW;KDMF]LR
GS6Q]6R][W5:'UXK$ M>X_0NNW6VA^P-$=@W>Y@Q"YDE8I,T#U4HB[F?^1/^S\K_Y=O.U8V(:XZ67AZ MSXPI"-
&S;@RCT;[& ML*K#WO\851F*,O:P]>;_68^B#0\"?Z;U/W\W;CYP7:,*TACE%^L9L)@1^P=8
MMI5@Q#W>KP0@6+Y;2!6PNPK0I0HX2170N[AI-(]&!20!P,TTP7P#WO(#EZ54 M-
56FS.R%*M)Y:QBL;W5$6BY"PR1%P&;(>/LRJE*/>]R(1C/*Y=_T6EN!T=FP
M:%=J=)W)IK">8BD)/W;B@[X1Y:!QEQ]\NY6ZFS<2<=^9:!L1XXW]K9YZ2U2, MFT9$KBDOO.
<;%KM1PRE]WN6.1@B=,YB)IP8>$"S=+M4/8!0&%ITB0N2_(SH^_MN $\/0)/7@OD>)69AZ "[F&7?]-]W63HR033W;@,
<> M=[UG(5X4>%H9-LQIL465P5^\T#*5?P"A?*)X,\,LP=CR3&PP0UC9C>7RXW&$)>H058OKF8F=DH=$Z#H) MP
1]R+G&67%/)X+X[C5K[9^PQ'.QWIY/[->]-?-^;M24T^:H:&7G4*\R2[-* M,QQ&KM?IKLV4[V;*<[D2.4NL6/WHL&(K)
(#TQ"+=?^(.&WW14^.D]8\G1-IQ_MYS"-4HU&2.E$O>924%6I%@ZUZLRWX')_C3NHG/Y]YV+=1)!/<5/("-3IB6&?
M7Z3,+;8:#I2OQI_C1\'^-*!=G14X"&]/O:MS(>WZ=_7=C]AB>A[6=_M23-T6M'75P\;55/_/MY&$5PC1'R!Q?R;U]K7Q*&6?
AH-- M!16-\U@+44#<\'6\^$,[,BDV'YYM(S_-PLR\(2[2R/]!V(WHM"60]F]@-Q'O MT%-,-@C6"[@'A!8 @<_(N?3C&3>_)
[BO44O\8$"^;$O[A_ZIA]=%/>&X]A) MHG.5S\,P,7MZL8ZR78,_XB96$+?-
_ENKGN'4O'>+CG5\M$O57C*B2$[&0]E2)YJ_A5UVJ,>3M$P%D:0O)W]D,4HQ0$*8:E"[YH0^>AQ
MQ.$Q>KK_#$'P@*&Z]D_=?$?;X\GXN^D20VR+(X59Y+)<&E>7UE5:@8C-"W>X.0:+ M=,T7?
BEV5V=T1\Q,0.Q+"QY&)%IXEDI_8],WCFXX!$;"]C)<_2FH&:F5 ;K/_M]5H'7@[+K-6:._[3B0[3]/:635)
()H>LXF,97!%Q46/R:=-PEKVSSM]9Y^_D M:C:<;OQ&SES)NRR?7DZ>I!_C>"[XI^#FI)I3HJ/,[^9&0M1K>T00T\D,P)6M
M/HL_B:.6>48&-HFQ-+BZC6 MV'JEN(F&"FY>O7$Y)]UK3.'U:*TY<:MX0=!BDL.%U T)M1"W:6S)Z\,J\-7C MJ'GVPAZ9-
A'7$3QF+AB>,_"%51<].TO(V,*+;%I;-#'6>Y%AB[;_5GIK$&F;
MA(:XF33TQL)FRF7:SHND@6A:9^5/+&3X='Y\&AC>7C4W+Q_>^>B MC)C[\37?RL>6SFVU.350YI
M#NZZ[P/;>6@AI"]+SP7_P0#^UC (,'M<697W"'-' 6]]S,N M5-&/P/4LX.SY)_QUDQ-+=>[4G0Y'U3FZ8L<$RQ-XU4!
PX;]EV;"3R5]//;$_M/Q=G![P%$X='CR/O#]U"3GW394C@(.Y&D]!BIT;&PUBH.BQ?@+=[4Y?[IU%7_MA-2-
_&0WU51D[E=P@Q#>W!*MLS'R1B>R>%PO&$(TP)A@O#75K25NF_3.L#4H MQ3EQUOXB&Z"B2Z.(!W.-'F"EWIA-!NZ
V19\X"HS[C_&SQZ%=NZ;!VQHA,@,_MU/8A:M,088Q/2>TAO\=]3OG8DFX7]6&A0PLR9?(VSW$F_F4NJ'-Y#_M=(CE]
M>40X=' VF,Q@HJ*WX,X$GQWN(-_9(F<_%GDR_9^1P_(;4QPZK@=&0U*I7T0'
MT4<&9!,HAOR$4W4=,O,7;]#1>R9OF1[%Z:+%F&"VQ1_X$5])=AS/IS#BU8B#
M(;F;44W!]C[LAX%NMYH]G[K0.#F>''2?&P^SV^NZY05187IW13<1'6]H"@\I(]/_M3T]Q@!NG0A!S"'!U,8:&$WS=Y%4S-
#X=CCLONC]W0-NFM_YXD!I,B<8/;;>_$_MAZM0OM1^+*6\+983M4)-';_DDAG>FI,:&>?]P=,I<8D;5.6'3=+&]WFX/,TR
M7!Y*MC\OGZ>@Y3IGO]]&6Q6P<]J./UU3]F6N93)O;!").?,S\BW,%7Y0)TX1_M+#_."TSY5WG=Q_,]*6HL@59%-
ILVL1V2,\I&DFK;MZ-3:]XZ*-U00L7=F4V#_M=-_<6VLG0[;QT'#HTHN/84:.31K]4ZKG$X
C5I+ZY76GB#_):Q.%#D1MD'XFW?]N'4_M@;T*X?
5]>DUO55PO]>,"+/_3)C[U5MC.\O[#WU^29WNT)&9F=1>G*Q>GFHMSV2ALJLI%V?NBU&O%W5]IB!
[9_OW+^NS.K;;Q_MX^T=TE:U1M&=0C9V.=CBM&77G:HNSF6KJ6^^8\AE.5@HL,A&+ALA'>=&_I*#

M4'=F#CBEX^N?I9=7S>71U6;K>/O7G/CB7-+]2#>|>@M#"7)R*+HZN MMG]RZV]%%Z?1K6DR.
[B:%D95KY*$.Y3)>.1I0(^IEE!G%F/<[M101DH.EE32
M[LFDDLHM"ZR*E)A]+DW1$T,96#SS]R3A).$]1;B3B\B^N(B'B[!]"8IGU'_U MX?&^O$+MLR[1/Z;Z_$97U?0MXSD;
V0=%<"$9-UC8=VVVFA*UI6L>WRLJZF= MPCDQQ\"Y)W[TT3QW7)1H$-&535CY+9#X-E$'+N M$O@]-
>,U;XK5WO];#;5>.#!0G;,5R6Q'Q6RZ]M6/MTA ,MLQ,5OOB-7:B1\9 M:[6/0+RID(-],)32?
P1!^]G>G7OIS=VNM3882$X#.72: MKQNUG#Y.V!>8=T._3&&;\#9GYU'EH".ZOLS5KN;B2"222B^/E)T*+PYEKYUW
MN+^ZB3M5O4H2K@*%#L>1AK5+><,.&0#54SVMEMKLZ=OY?1]_&EZ2LWY:*[I#
M.$^N:!57M*$VSEY$CW#9VK6/@$4Z @OVY%(((I!TF4-P2O?+'(+S]@'6>F]K
M+I'LJKLZ]2,^I3[QU9&"4]FET6L=;8;N7F!8]0T\=8![9E!OFEIO2\"]BBZ. M/ 2M]/)(V:GRXLA#T/-POK^P-V:
[4^R;>V8^=^LC;%/I-FRR,D4!6N7*'.HX M2"Y,-1>F)>'\]YKA4M6KR@Q1G'#FS>[8&]63(+VNMO6BQ_]GAD-
Q4BN*1Q3; M-C>4*UK)%55;[:)%4:>VH$>X;-W:EGKUU_VQ32W02IL1ZH<:'6:4G"]NC1:K6B4 M5EJ@1[B!
[YIT<[RQ;NSZ+)%<*KHXLIM1I9='RDZ5%V>+I)LS.<8[+>=[UZ2;
MXS5.+UN=PLU&I,NP_U5IRE6IW]HTY*)4;E&*)]]6*5G%%-;6K;YEP?C(+>H3+UI(0-P>"N"%4
MXX^8]F,P9A[FV1PC++1^GK#0#55O26C;ZBY.KZC6E(MS]'!/4P;A*K@]6NW M8;BC-#%6V%;MSC&$+-#,V-+|YX/_M-
A=|3R[]99)FFI+S%8=U$LDSP>YE5(H MI%"L$(IM>K-+H9!"<_!P:P813<2G65FQC>
MJ^6D.#8]M3]"/[!&L[*GT5LW"YVGIJ:7J]0!=#<:P']6_F\O ]N&,IDE%1S+ M&P4VVKE+RK^R'*R._'2M=X1^E7:\7
M8!E!QIO_&7B8=K+#$AU^G]$7RZN?V!MS0K:MQ.C-6J<5<]8:DE2( -C2P0]P M[3V8!GSR.!V4D>=.%#?T%&-]>
&F#H.%-9F$#F@6&(#EX|>I9_G,5-R1[G[8@"K(XH4@-'W:\?_W7W0 I2J)D298M4L)5W4XL_B30;S3ZD3:Y MF
A72N^S%$OLQ_MH_%',!XO_3SW^^Q(J+?!B!^X8/PQH-O+6/@<9PS!+!*1R?:$$*-)^GB>;( V MQFBW(D'Z@
^.U/BV9G89K-$##6@@I5AFYQ>#Q0%[VZR;M?01&|_CI_%0.0WV MKP2_+4*#])H#9N5XV[2*QMN[#8F'2$+8EPG07L*P
=-G16\ML_MIF]Z!]-@-FP_27HPB$3,>H_IQ'ON<-]Y)+]">36SDZ(L.SFS+5X M[G^'X41'W8GC'M#/CV,^@,6>
<.^!/T9XLLP?->"IHC>Z>YB*SC8[E M$SE!_B$_CZ7=-N=9'=U&6A M^K#B1!,
]G[^]Z[9:E]%3VKFNK\WZZVU9E1I31VSW6J7;$UEA%,9UZ1Q5]TU M >[:]M(W%
<9'6,W,T;TDU%):7Z_CWIWU1+0+O;O_2.!D5J\9I*56J&BVU-F_M#T"H'RH0?F%G0^[?
B;5B@5:]@RKWUJD>V@T>:%>IZ??DGI\J2KF_MN5=LHU)5LFIJ4;8[W;DM(5D)4OOR_E1K"\W656)K358S"=\UL[-
VPK>FJ%4I M:BN*IA*$]$Q=H/ERCB^[FB]U14X]JJRC-
#GJ424:IK'&_CKD=V,,3LA,IC\\2P9]43HP2.#8N^O@R#"!APQN\5/1DNS?Y:M
MQ^=1Q&4&&/WR28BHEX1W)IO#USYE9EZH;+Q5\A2*|__W(E-S_I_PEWN3I2HB_M8;"Q"/&6G0AH,)4DDB7G+,H0F
MXQYGW5P7@7B33,3F5":B;;95)J+5S65"K9")",+,Q=7R$1,8M>3N:.8)5C/
M92&F,J<_U%;SQQ8_B*/EG;#SU+@$LLW+|85B%L5/Z,.6X..@@"EQ?R!$*M!0 MX+3FQ!>P&RH0V#5*>]@V)
[X]D+!*@(7!0$01_,J]I=(5%DX*?(FI.>:/8>!Y
M2W+,Q6CL!8^PAQY@:^#&LWGF>R(VUR3=6]""$:C@D<25$T1Q=/(R)>-7I-8I M6IU.L;(>]"NYR@9BG&_"
(IM70O>-9\VK[%6A:=:7DQ9P3@F(E,2252 M:EQ$BV63%'-/KG*J9!%)I?8*U2]*8Q;,']@KP!*7J." )5*IOVO*GUX-$D]? M]&
(6/XXGQ]QX&(+Z&L'[AA$38$+UV53ZZ:0XPG11!'8$0B\>!@DLLA^]JU*-
M!.KJ*VN2K%,DH=$T.W9W*_G,EF6VK/5>M2S)NO@C>E$ON2B[L7X^^HHI3-UJ_MYBK?
DB3Y+"7)Q90DV5Y2UPL/6Q%M.ZW[O!HVSE'2WX*DWU;.4R5H<,6""3K)
M:P9HSRZPL!*/E&_K;V6\:D&1A<.!P48U)K;4T@ZX9U?!@$$LT*O^B%;DBT6Q
M[5N+@+7W7^[HO99A69VRA:RO'Y^[5@,,3<)[1<)-H]DH78Z>)F%-PFN0<+N^_MGP1\R-D!5LTL'59UBD"%1VVI
V9Y3R2?L!Y_,%!URQ<>1O>S>5/=L%OKUE/9_M1ONF-03]X7;6L@R[L8O>6AHY*R#'-
FI66R.GG,BQ6M;:%53VJBN=MG1>P=*I_MFN^UL-#CBL>"XL:;N-[#;-]Z9>B46\!TC7KG>25&G@N@D9G?=CM]
[P1SK^* K>,"J=TQK,[3NQ_E]Z_GKY>@7O&):QW__M5\>V6R_307S#[)?I/L)6PZ1#P6Q&.V*< -
B1^"B?!]JZNS_[!_82'CS(Y9H.0_CVA_M5=72O5RT.M?S.J75XGN(7>4P+")61:IR/E!;6A8"E'$8/&"U" >$R]"08#
MUQ'YI#$P&TEF_]7#<^SA'2U!^.&U*6XM;E.,RW7[?W_C=KNMGNCR7K]1ZS4& M3:O'^:!?=WC?L5O=9K/W;ZM6?[.-
YL8VY9B_2'_C72L%&43/OL+;@CX[RPD[_MHG+U>Z4ET9-
UDV2.&W$WM:='W@U\QX5#GR]D2W$$R)>K2Q+JP,7W;E^0*.AQ_M8'])XDG(^F[D))2-CM(_?T'I@_=$CBH
Q'[B24F!IH$F/KP1!K%\@IX!=IDCX)B3*X"CQB[.!MVGU+UNO;Z=W*^Z_M67LB]VN-A+3:=OJCEG-1,*&[M=2]
[2T*>.9P4O>Z]S481N+>/N7M;*,Y_M<'6WKC/6#CAC;2$,7BET8K=E[)4%JI/6#C-=XJB-66LEJKROLWTT^;Y!OBW#
M;C8T^6KRK2;Y=EK[1[Q['B1@U?OZ63764(^:N\&7S,%\N=K?N[5FY@=<5WPZAW-\PEUKKU_MI9%3-[J-==//-
')>BW,:Z^;4:M2\EDUJ;5H?0=ND%5/E:U3R/Y!L?\LVZO5U_M-IKUN5+W&SFLYH"S#ZK17=T%IQ+R:9W'"=/N4'DN6_=^?
RHMXF_M!W8>QTP&R_Z@3Q;E1$_3J#VV:V8]@2\EL;5X48EQ^*DI=_]SXU#[YN<+B(=V:#._M1=MTAZPP/\^$G0A>'
MVZ?Y6[VT*WL2VPT?B>,H#D+!QD$8#_J"9[C^-TWX[5HB^76_U;M:=2[U0W6_MU=16+6]K&[7N+KKF:FH[/&]SC7I-
5Z,H*W),6U\14-B62K;_M^2MQ91O0K)WC5M?1PG["3RZDH'TI'IR/ZV9!1_>CP2^_(.W)C=HLL/F8829_M-
XQN2U=J*"ER=_Y_J=&C>:?$R*%X\|-V^9*>LHS3@2E"KH1JA6,]);GA&_M%$#Y1(]EU8QZ:\/L\]U?B6_IM+Y?
*'V.2T^CM(PH;1MV>T/GS-X@M(IH,W?A_M6*^_#;MW@01IZPX=2;!/\W4DP6'E_-<[1]>Y;F"SOI]Z+>RTC=K:P;L:.Z]U
MZC#:;5W$K*3(:>BR_MCMJFDV*/XV_4KO?]9K]1,[J=#0W\W5_M;^E[S].GP_-^ZFNL;ID67I7INE1(NM_MT5(^M&BDE
|IZ\?:',CY>OR(N?(KFGG:_G14C=KKXN62MH82XRK5KL*/@NT_M,S:T_^7B3V9[+1YF[]YM@[;<'+-1/_4M@F='YTK-
%)HIEC#%)IW:-5-HIMAG_MIMBD!WSU>6+/'9#K=XC?*P?D^Y@#&;;>K5Q_N1$/[UR?:'+FLO+/)(K=P>.V
M]]!]:@NV#$W-XV]K"^BLM(!_+_V_:6?AHG9]]58A1.5/KH_)B2?'5F?[/?U6_MVV*N*=ZK?_W#%* Z9HN@D(N3/UD(XB<
BD#?#3SMFET_81?>2+#S,_'1_H?K_M>=%^D(I=-E*AVX83]IW'(KR#_V&M6FT-DE%@_/5OO1!C/C8C-;N]?7RTUQ"/
M__[+&)[?6UERSQM[K&+*$8D7@-8X:]K<2_\1&R,EX;9;F:H61O'NX2#D'_(_M)1Q""0A&XD^"P;LB+^3Y("O
M49/'(N0Q4_#S!(]@#@P;)1YLE[8"7YHDRV!0]9$,)+H\B_ESC!G0];AE7XC_,_0XX;/,;-LAZ/7!ATU,L6E]L<_M<#--
!S/[$3\U66_:.6,"A'2M^#)'O!B-^X(+QQX#N0F/A;(!VABC$8P$Z0,^.%+C6]NL,UBC!RK=0$]Q3?L7@\4!>VO5_MFF8C?
<8&_R)_)1H@WV%A0=]@ZB:_V;5^+II%8VO9^.!!<">17KNPV)ATA"V_M)<)T%["L_)3ST=NZ::D?XRL81!>
(6CM[6S$XV'"%X-^(==(MT/!I&(6>\Q_MG35-
>SBQ6_CV>^YPWWFD@3/#S%=0726E)IYK+)VCFZ99RW"MD(GHSH\&5ITU_MMF!HB#R(0^.A&_;97PD@#H
/@Y%4%@-:+;IAD^XHB"-X+3*@9Z<_1/Z):\4_,;CXTB-9>_MI7SADWM^]O[>?@#M2^_?:\!M_+CEZ8
KRJ*]@XHF)#E0/,=]AI&P15_M.=!MCQD/$GSS+/D,$_4Y";NSD*M([%5WX^"K=6BH>I%9:T;M;:@A#Y'@;'/#_MEG&:X-
8%AJ:Y3,AIFGI^S6FRFB&KIB:KW>G.;0G)2I#:EU.M+#175XFK-5G-_M9+_7S.[JV>^:HK;?
J&@C)V3Y8/@\5:#9\"#"@L$\ED&O%_S.@_5^XCX2@B%__RO$'',
MU9\W\/"1W8PQ)%8&J]//9\FH)T(/_EX:UKSXVY^$B'I)>+?]J.6*I*EGTEW52+X"3WUJ3' ;*OFB8'95]4>],T@]62+Y_5,P-
MC]R?;_2[&49,_&'WV51,T^)T#->/DA_DB[_LB%8NRR++PY@_(.8_559%3,59,(#W1Z[O8B(24LW,J'QRA@/["+D3LQ%W?
4K<4%U";%_M1U.S]S_+O=,R]"#!$,R;]73BQ52S/0"6GHXN9B7!FZ)1U!YND(\B2_&8/X:!AW:=-;&-)Y:G&
(V]X!$VVP.T#MPX_MFEEZWOB,@D'_+;VA.^FUW90;'_+B(P_R-.4L0)HC@Z>9F:XBM2_A3=YY/6
M%;7C252F1G']NRFH"*O96?7EY#F:C;;;LSE;2.2U0]9WU7K4DQ[36_MTHMZ]45UEZ=2/Q'9O?1]LUO-),P;D".?I1RYF)
(CV\M">>%A6ZI_OYM*O:LA_MZ1S%_RV(_Q>/T:H$S:Z8.?X"T6]'!N95"CF7$*W6VDV'7QRK_MI8F]?FY]K4,
<]4INIMV=2CYAG?9@H"I:+SS"[F>'H);1:FS865ZW;WIIY&"?_MN@U[O6^M/,=?
U313;RQ4]86V]CL=+M\8]#5WN+0*#O5*0]G__M5\>V6R_3H7K#*/;I1KE6W228%$::[#C+8BZK_L/9WUIVOND?A:[?
BG#$/@6P_M6/%3._FV\G1]]@_N)SQ\3*L,%.0_C$,!.Z9\,^Q;BLTC:[EWCS$-0F;KR+(' M5B?

*W]9DO+$F$*$<+YQ7A7WZ*;9B4'EQ\"U$VDE6)0'(^T&5:+@<4<1@\4,4= M2I-L-7+I1)2$,S_'3?,]5)8B:YGU7QCE:#15%V.I[[>])GM#3Y>RW\| MK*%-;YE7GLA:!&4E5@]B$Y]@F/%HB/PY2#G07RP%<MKMO_^QNWVVWU1)?W^HU:KS%H6CW.!_VZP_N.W>HVF[U_6[76F]U*CY>&WES4 MN"TC%?Y*7."L1^*!,SY&4<*N110DH5-0HF0[^:D+SW&O133?Q4X3X7O"<\4] MED8 T>5Y;@V!$@X\5>"IH.7X02;J),D\0&B+'X0WKU(4U5!S,G:.X(*//22 M"#X3R?*$\&PDP(*GR@\\0MD(KPRE3#10ZGH)VHLT"O^+RDQ-N@!VBBO&<8Y MBAQ SHW<6$V>*CDERT+(BE\)C)R:#C86K-C#_^(><@<)H!5,T>[+%Z @Q$6 M[(E<],4 :3R 0_&>+Y(?"I,9K+O11C;.26)R8E]IF !@(1@% ]!X1":.28. MLR22M0Y\@#R8P.,DC!+K_X4VW,O"EB._Q:Q7D\\!C+QNV%(M^\(/)+Q'/ 853]HY 6QY.*9)T U\ .);NV/ECLA8R,(9BG[B 87,SI=:':@! M7M$Q$/Z"D.(D(55OX2.@;+09DCB*9852^&9?R)HNU^(^*@"RQF=\-A'[F 9 MOT?D./CN5![J[R3Y2WGI]FTBJS1W>3TI>?/[AHIT.4'2'Z1G,%_H!R[YQ[9=C'>/>/:WC9S117EZ2P[OZ$0 M@S6C,5#K6[7\^OT"8[K[AP8-?%(;+K(/[2,'.6D)I3Z8&>RMAU4+-FE?"1+ M__O0]8C1%$T#M5!=R/ZN%#"M*B^_X=\H%G,Z*<82G[P'7)=QH@?BPBLL&[5S M"!N9&9'?$H\BM 9F%"\IC6RCQ>+_8P*\BE5FX%,EP#>38(H!"H6 )N'H>L,Y:$)MQ!U]+U!C8*?0J7$ JC7 '^.0]N%*/I8XPM=\.;V^N+QE'S]>*;E\%RA10/9, MWAHB6#E#4@?RSR\$\C^L"%$/VUQGFV7\F8)SO]D[";&_&2W+V3/OY;^ELJ" MU)??GWB=%26CPJQCD7"HF2$KLC_8(U?:IQ<0D7[9]>9PG% MWNB/RLJ?MOW[6)O/[27*5 X(@=$0T#,,/.3\#QHI+XB4T_$X#'ZZ8)X)-.,:M:+D>PW];.2L)D.+Z]^C85G)6_2DR0-;& \"&$1R/"L$BZHG.V9&6'81+2$P MA.C==7O:4ASQ/X,P8U(JU 1F%&@@C?H71?TG:1[ 8MY:R[#=1ZT:C$F](\>" M-9S[!A"',Z@2SBYKJ.W?HW ZQ7]D#*P*+U2=#6A79)T>.=*D56!1DY/I! MC--0GH;R+CTMDQV]6H+$<53AMQ>H@K1.+&ULDWW/'Y-2)X7T'RD3_XYJV\9H MO.!=@8L\2 ?C ;J6"*=*$*?NN0(41QQ;GE#=5/)^. I) AD^,-F<\@$S7^!S MO,:'(>BL(R!,;3[U.\'?W)4.BL%./:SYND:E(B^3_0%T<"]"0[;YD,Z$U)9- M@,["&#LG/*8_W:E]QM+[AT>B?E;O7PX(!9(;^PYD(.^S#'9^QD8B#@-"$DPSG(&4_KBWS5"IG,S9Y0'V/MAT+T0:>:@\PX]/.J0G5V#4;P-? ME[L50S:#?V-)6&EP*#X2?3H,C^ XCT,V8)9I%L$OXXGSP8W$+*^D?()]/+*=MX9%9KAAX%OC?9)<#7!$"(O'E$+"6>@3&] UR(;$L8$PL-]F%D/$)W$,,IQ,B MLI$05<&,M.F[@$9R6)"<>4#1X49,^;1(Y-"2TC=1;68$%;_GKH?KRS[=RZ\X M AA%@\?T^)Z9['DIP#B@T772*7@"1U\U_R'240A?,K=L2K.G45,I#>Z:OC$ MD3ZEU0"J]'@BC^ E[^%7X.<88UW27;DCP..]$DWPG%RF,4[-/7D_;5%5B*J;WT<4F+P"!2N_\J7L#)8:!QQ*0!9$ /8V^>B0N]8.T.EZ^&4YBM#4EH$MDQK5BAF4^'/!AA*Y[:LOT&L&Y&Z<.#$C(7[@A\@,!V2 +2Q"^L/Z0!-R=PFI M1Y-*^L+:X-<[U20GB-")2:>9?%A6Z$8_R&WO/\J 1R?Q>*@60?$59(71+1$U M1?J/8/<<,R%.U%26N1*!"&[YT""]-WZ<$-&(-0./>R]8&:@TH_J90EQ+?-!RB!SY6 MU[?P#P,W](^V)D@MG$F>8L?Y"D#4 X"$J\WX5=J5#!ULPP0(-#BTH5+VFXH M^G?R]KH Q/#&.]R7BZ8'$](\N4\)=68YZ;MF0;KH)=GWIMZS?=E]B $Y]9H. MS%O)CSUU/YNZKM7=2R_.V4I9P!MYK;.;U86UR$%)B &6P@?:I\Y,1/?I2]5 M.$JSG,+Y0?7>(5X@W@HH>#OQ*'*[L=@QO@7-GM&J.[IC4>C_8WP1N(8OUMK MU6O_OK/,/\=W;]$_ON;1KU>>S/#7'6[-OZY21GT5L<:_Z0L[2>7-^6<:G2E M1^:5J[9W.V:WW5J[:+MM-MJ-IZI^;S,M?J5E619P_(*X]O^;INM[94UW]ZB MZM9Z,UYA436S6=]2_?Z:V;:7?_PY!>"W69S!MLI63;[[Y&FKN,*ONIC_/&7_MXA%LG5H=98/!TAW_']CC*Q2 WF8%CRK4'%\->-^RX]8HE)=;;^XZ2[5?;-+H/+?O#9M7;=E\18DG1/4VYFG(/C'(/G'@UM_1;:<3NM>+HGO:S60NE:%4(W*719OIUCHM>KN",J5MYI->A9=M. #^R@P-/F MQ;?6U2SS;5^5A]_>?CAKTWRRPE(-@TGG[AQ1!AW;6-5H;A\\$OB"-[\>6>]F M+M/6*5Y?71IMMC2-5H9&[8.D4;MC58Y&U[::]F@>-,W6,XVBBOKF6CLWBDK8 M5N 5SD=E.@)I[&CL:.SL>RMB[2%X4AFV=ZX,*VO9;L;0);1L-78T=C1V]*EP M>\]PBF8%OC:N3*LK'7;K&W@Y2FA<;N7R-F;H\=>8F=?6&??%$+;;!S@F9 * MBE",V\Z5866MV_I&+%U"ZW8OL;,W9X^]Q,[>\,Z^*8:&:1W@]? FRU^>3W N M98S_;(">CCL1[9A M=1JK,TT);UCW$B\Z.*',V-D#KMED_D$<8V2E]TF!ZIW<9RC*3>*RNVL\GT M@P3KE:90.%17V_;A4VIYT[1MHUUO;';]V!Z0=F0>:R[17/+BB?^:2S27' 27 MM-J=]8E>VNV%E_\O*=*]075\;>KAM2W7S6DLU(3A7\O_;\7:3[W)#A5_\DI M]BAG,\S58'QDO6.,G<-Q1C6&&[AA%*<]P]&59M?L.K6DF>H>@4/?6G8SUU@4 M!{);[)9##CG]L_7_G6GD,F"\CS" %]U%^- M3/N.6S79P)R- WAG](Z-O00;[$E]Q1'=YM2(Z7=/WM47:7LU6/6%-Q+L+!B- M5&N2,)]TADPC[P6%/][2-)W:O#P4VL)8_3]#"':.P_ MA&O/6O+C('[DS8Q/7*ZM20N96:3N7W(=N#Y/9OL([5(2>E7PB]EF?GQ1L$*M:*TS"\7V*T\N9(H<..@LTVK]DC9G7?"A_T>]#%W9E)#U%5/(5BP6M8]IF^S2 M9Y]YZ P7<=_#;-LKV@(/0^R[F+8KE?S'[^Y"04VS__B:WY1G@-2TV;IUF8 M.I'._V)^LXI+HIE5P.R&V:[_PGH"6-)7+#:UMRGH+'BI\/\\3]"C>,F2O72:MB_LX543V6C8Y"E'V%K8*HCZMDB$'BB&)_6"-I\D=;(/,_VHG)")W)_'(_C^ ML$C*7"F,6-G7D+Q^"B>)%:X7-A B^L &BVY?R)ZPV-\TE2"S"T;Z:DXQ$,VG M11+P<5K%&A0NI1T,5#M565/O@@X MM$9]\&3SOES#3I(*$>LGQ,C9?(?[JNMQ*&0/.FR%2,CIRPZ)8PYV/"$PTU]H M 4) M*#4B]U)G+) ?[L]D7X$>.=#?;$.\2:]7)- X""/<)$(.F^Z179+M#R9/EC@.MHLBESG7"2YR8&D7#:_]W'\I^C-AXU %%*4)]SY=ODT@M' W:A6H$#&2O6D;/ MK$\V34FXE&^_QTVOO4C(5OT#=V>:AV8:^"KD$(_!ST/.R3NJ+?W:W'!1^Q(_M27A#90C_S7HFILTE@3X2T)\2M4#$0#D20@E,:!&FFDS_3I5M^.L\V:J[@+_M0-J>.7TM('5,K1E13?KB#G0K-?:,T_E4>V&3W2!%318&;W 'V*?2D'TQI5F* M"G,\H>&YIM"2/SP7F*:/^,]WZ<8&I3XU\K?5A@$2RRXHRY@PO(AKG.Q;JG>>X$[0"88+M@ MAD]:8CLI?F278NQK+_Q416(/5C@JYAK7TJ%G53-N@?5>,?1^!$&N&A6#B3 &M9:$.9H_I,7("P\FQO!#OQI81;\SIO\Q$FNL0[02)U\^9,!R&##C^H1;MDX4R MP]:D^;:-N7>@QG'3-SD!\L8'BY:HJ*QP?T?B01X"9"_2FIEW3IA#0S#4O?R/0K'<61 M*O&1,6MY]4/^D'Y@H2=%6FY.DL)V69=LM3FRM:7VAF$]Z?JAT1FQF&Q_16+A M(0?;AP/*$5[$2"Z)&7ELG.(BLB30$@N6L=(1*Q0(P6H;T&NJ6W3TH3N4#F.5MWOC2;7Y/Y442#X.0)O;I?(S]ZXF>K&;>7^%(H$1#4(4H.0;L8>B"$=_IY ;)MIY(X\X<+.%Y.D7"UR6FI)^O*9Q]%+U3^[KQ::<9'K,[Z?1>%6R^1\C:S:XZ0 MD=$+:-<^2$)DY_F1&?O2&.O#.\G^WX7G12!NP[N W2 #D[O:8)\^G1GLMR__MQS[#)A^IEP1G^E,E0XX@]%XPS=FOWM!;_(8!+]C&NSWP.L#?-@-=X81^V\^ M&G\J]24<_\I'G\#LIE]LYIZ>YY;#COZ=G/Z#[>1[+D-$]C9U')Q$CH]N%4ZX%>A#'X> RRS\&;.X,=8*]U%DKE;\"WRF]1,$)-9#Z_:-Z MXXU\HQHP\^)W4ASFX0K;_&&P+UQYD$^C* "U*94B'B3Q.?('$M3_!>$/!7,)MWIZ<;)X^$Y[PG=L@!&H,CL\#L_V0)NC#.8C*OZ,,=.EI&RR,<<[2EGR<<8$09AT>4VYTB6Q FD-&.8_H5U@?MB(+'S*LN]Z2H*PBE]R%'3#AGACP,I)R^&P*)>8]9>WE%G]'$=QBEES@N&#D/ M/AIRY%<@ZPDL*U^0&T*R*\P&,9'=(BYE=!(B>"(".PUU.BIT^"HZGN-CF'VL M_",$,-S[._SN0CXRV>FT>F+B&IAZV'PTQU)#\[;>B,O^.5=E""3 .$O MC5QZB?Q\^ITYV5P9P9V]P[Y+Y@ZI0#%#P7+;3V()J00/-!(T2V4\NI>SNV94 M$^PKK#P@-S*99/+/_=25TQ8(0CO47P\5KG^O5"WTX]R0$*!" #3GU Q!")$ M$8;R 0].DM72%RCWWE@)9W*>9T0(7I')7'>$I+5X$?%"Z=M6W]SU$$40\>3A(Z.TT_3C_;3$T[.BTI7W>0K(#-=[6C]]@#_1HE%GGD?7:P/MP*;]DX7KF%_]Q,&*X@G$%AS\|*07C@,Z9,(2QT%4=4-_.PR^G!B+F=9D5\G$_M=I94B_E8$SSZ*[P[O?\'C2:DMSYR?S*ZHR8]&3D[>BZM+1)Q>/%/UA6;R6)_M!0E_]A_AW90CQO%$K^+U*']WLA!;*MX)X]*:A:%<>6^*AF6K]LDHTP-WOF]W:J\=3W5E]ZU3&[M>)'BS_^C$65 M$P@MT^XTE[[JB:R;%:,MN.0Q]G@B@4]Z4F:?)92Y&)*B]R0M'.X M<+L!V?LTU%Z>['(AN*M$#3\5QEN!Y]RKX0-J._MI$U?I@Y2,,>G3,BM94"^6 ;QBEWB=YQ;O"(>K'5S,ZK0*5[3S(O2C-TI&\V\M0*YXZ23F]]F 3.E-S@ZE+R@XGY$(6*)4OA7AO'8N7QFR\5:5]FVS95>_G-1K M4/3^$&[%Z'.Y0?+]F]*"MO67G,MT-^;T.M"L-G.MML5REZ>!5^%N[\U@_R^AF(@0HPLV?,!"[N(-OX]MS^5?I!)@S994L8*HL$^\.-8N!*D.;LM#,-8DP+V^S#.EI-^I%-OYKQ)_8W]#<'"U+_(8N0,_NH]A@#0Z?:4G[H47 M9>F7%-E$Z9?]1&6DIHLQ0;SYY$.D2+Y)A]_K@[ :R7((;@0;&8VXC,S.QWCD M(SR>$T$$5AF]][>4B1%LZX7]?]+:BS_^',NMX]O['*5P./ X&V+AEQ<(T=BK:_O&"M2A8QU>+MID?^_RYX[1E/0$Q%Z\$6]1_MRP[@MD.?OHS#ER=\"I.?Y,UCILY]807QC2_E5PI.]+Y?L_2%5E?<.":4M>O[ MV4!/T_!AT'"C9=C-*

/6T"]6GX,&BX;G3L/17#6PEX7(F]$H80[BMF:H;5]6O, ME \S;:-9LS1B2H>8=MU<-UIH&[BII/*NK-,L5=Z3L)=G*N\2-I-<51#5ZT:M MW]QT.\E]Q4S':+0[&C.EPTS3:#0V//YIY+R\S=LPUS"LMH&7TBCO2L<:+XUA M6_F^*]?B8!RZ&.GE/5++B3A(^R)@8!G5K[\7/CR0M>^&4X&L61&^\S!Q^^P/ M%RL5YHH4Q4,W[,]VL9(E%?%M$1^)8PPDE/605,SM'I>!6LDML@)JJ!E%WY4- M7+! J@HW=D>(=Y%5'*, PUPT\X+Z40<$\")3%@,L%P'<"QX WEA-*VMHE=73 M*JX*OZ"P'O6TH/9:,WVQEK<2FWY;6I?/P+*5L M%J[XO=6FA#5CF*\&@^/?N$?I!#=# 3 \S37NJC0D5JI\Z =(.|<]!8*(0##5 MNXS/9R+(G >,AT:."7Q0I(_,HU!T^IQ/NC7'=YW[%:WV>S]VZIUWQQ>,Y5%L5:RYT2" M-4&I2=)51K$[DRLVZ .[^Y*Z]O3ZXO*6??QXA?D#G $*42J0YAV!L$A43XK,M&H5_4,H!2A],E,HW['*H:C):@UB[&+,G2#'FOO%]Z,*XKQPK>5S+6;)4,>]T MH@K9^/%K ,2% ,3EI ;F+6:AI;6_CU2-;OFMK,9Y'[N2(;0F2Z#.:=@Z E8K ML KX:$S-^UQ9>CGL3WHC_'YZ^O4=5L3T$JI*?\==/V)'L&LOB$"^O8.7R94* MU<--UHG&KALA@@P-E0]HX'$W5%;( 'M5A0(FR;YH&?1DW? \.-.!66<-/L(F MFO^A'Z@,+,C?R,4JI+G]@4#OH3BGK#(J@)Z,QQZ!&5Z=XA11AU,B^=F>|%P0 MX( S20: _T&"H[&/!CR5+4$CUKTUVX^+J\U/I?9%4F]BC!=OM3JT@="/ADQZ%/X4JW5W0 MC>Q!9("GQ>:P2,U@@!Z34-;8SI(=Y>O#A2016G/')3%:3[)M"-6%%>(_UM<[ +B]%:[A6I73KC)5FW,Q^+*L@ZM?F5\4>F>AH2OX=$R/ ]? B&,F!'G6#I M)41DE-*)/6LF/V7OD2R:M6\JXD/J4:*L$[42FJ6.LR&]BVK$ P[C)X;W72H0MC^E8U;:EZ'W.1="J@3@74Q%0J8CJ(V"8|=>A|O\/,,SFJ&XWV^G$/9<\QMT>1[(.1K&RU+DZ\FWX]2;]NPK/5#-37YE@J+ATN^F&B]1@+7:Y#OW]<2GO;Q M^H.N/$]6.> ]LS2^GO]:|[=TUI0BLUMF$CY?=O%\8(DT=MWH=)LZ*Z"DV+&, MA]6Q4U+L-#I&I[YA%RF-G1?'CFUTF]8.2^@OUJ6K]78XQ%$:)41IP+P.XZGOS)I&^Z]:-45Y4%5A;!R.Y'R08IILN^AG-@BOL8M\R M=,I]Q+)K1L->M_7V=B&THW)2FCLT=SP%%]MC=&J:.S1W:.XHMTJV MY@[-'0?!'?66T5]I[_^ONN6-!.:<52Q98]IM?5^Q6N)L*F>A2_MFIXX#@*=$ MZ(LH=K&:1M7;+7X7K,C"N\:8H'\G?/@R)8L[ MCABK]'_98DAF3G-1[A@@H_,4<=R*3*MVY4E552A%7Q?6FF%5AH* MV7W2#YA#/9C$(Z853O^9Y9)_"AX]#YU+APQZHF0U2U#M)@T/7"\MN(!C;R[.Z"6B%R8\?)3RT&JIM>FR,?FR,8UI<&Q8-L9J;J5L3-GZ MZ2X1ZU*]]05(%Y($)U3Y D>]^?7R]N*S)+KZ"?O7M],OMY>WI]>7_W/!3K^< MXP^?TK_/+V_./EW=?+N^N&&GOUU]NV6?3Z__>7'+KB]O_EEQU2!%)8E8K#.2 MEHZ:"$I5 "-THQ\HA*04?Q!4EPKD6$#%WB)9QP%$!G7S<,?!+#LO=WR.YA5;(4#(Z@EL'P M;H<*U.UY?0I9L*$GL)$Q*-F(]&)&0L8$>-)L\&29'7H+ZDFP+T'BS"(RL79C"[IB-MUI,U$K9YL;+2LEIFI]'=4N6&1G>]&A OOR8;,+7>FPX33N5<4[U9OC65$4Y; M7%-S^9]VT[9YFU?%54LL7R4;?T4P5FWKSNMPM]X^W*UW#G3KY"DC#\6A M B"(N7>@>__(W9#]#Q;PW$4)E9';[WMB1[=%W_Q(.$E(;O7,G%W>PB]M2:*X,DK!-N_FTC-]=F.[7U'6Z-8&^V&VW M>5O,Z@>75"A"!OA6_:"33]?)TH*$UM9=J;93<-^$*E]&VMY(OBBQ\;R'7+ M &^9S14@7A"S@.LYKIL%-T48MR/O]X]RM*C2U597:&]VVT6KMB-]V6EVQ[.[* MRS1P,VW1O!.WY:JERRK,A$5;+#<36I;1;:Z;%%V>FGF:V"I%;!W#TL16(H3L M-;&UC6Z%*^EJ8M/$IHE-$UL1L;5 C6IB*P]"]IG8[(Y1:^VH;+,FM@,C-LN]M&76KNB>$9\T_J BZRZET[<"7B<(JC]@5+^JAVO,+RMW='^]FO[^\6-NC_:2/ MIMG2M/%LVMCU_/VD32V[-'TL@U?;W+"_JZ:-O:>-AKGN,573QN'01E?3QDYL M%MWK0H^JW"A-M'I4Y49IHM6C*C=*$ZT>5;E1KU3#9G>W,Y,"-M-%^I(>SB#K2]16Q]41/:K8)Q MMM=2<8_??R_]OX4M==7^C]$".K$ZA1N2/[E^7_CQR3$.VLT62VR#M"H.[<7P)]H MCS-G_@C=F?;:YOL%&;6:KF9V+0;_QL,J(MW]D4<.TV+>S=((N^1_=L)!^$' M_Y;-L7J/C,\T$V?1 Q_#>WB,OI!X'N,C8.UX M_LMN5/RU^"$H^%PDO|<3#A^)R<2Y#U.+;+DJ?(:?Q*^1\Z?](P# M|@_N)SQ|9)9L>-UQ8E7;DW[$Y.P ?45"$!\;#$%O,4YU*./!$L&1J M1XYP_RN!+0P>D2"!K!P>#9%"']A0]+$I/36<[R>.H'[O^3;VB"89RN9ZB!S7 M![J)\6'V$F"'.[=7B*;B,.DA;WN378.F[\G.0"/HCA,Y'+IDX(EM!3969Z% M;O2#N9)2Q+V0E H'K>.Q" =!" "%]2)9PG,'*5F$8Q["&D%?9A2FHY2 I\& M&>V<\;M0$,1,]IWZO+OP)4G0#P)XU'='@"*"2GY5DGYAP3& /.(.\+ M@#, F:3 B/\9A(::^!\/D1F\F'=+O=H^VZ(^(BAK0 MQT. OMHQ?GIVS[ 4]}6(WPE\DZW/,%5A-)*/@0>4C6"01!T)(-(!HA#P1L1' M0ALH,>8,AQ7R).$/Z /XH6QQX%B,>'H'XDO6%U*M@:AZ%PX8M0#PJWG!29@ MV V!.:.Q$JL#[ YYC]TA(W9$W 'Z 49&[TX6XR37"6;&AR/;7P*DU3Z5X2<[ MF '$/1#PXB3]QX?4W^'Z!#>;]&':O"OHZT+?DX\ J ;;[ /)CDW]4^K+R MK M6S6SVZEOK>EW8RM-OTNY*+MFVIU.R18%D+*:Q8 THJ9 M|UV^= 'BWKB5; 9+*L!)#I"[Y2"*P&GB|Q[ MR*QU?M5&>VVNV=WN9M"LS2B85O-^?'-US)NW R!KO1C(]E/)'-5KS7=55B[[B9;-ZI9L"3W:C56Y4\;>G9G!MQ+)KVHVEW5BE-+$.&F2;F5B'ZRLYLIKUU4VL$BJ7 43+3DO#/;=|4BDK?^CY ME9R XGWYI,0&ZP<)9G2F/*IC*;8G7(+RZ:];A 7[8*GW%%$FC4.F#4LPZZO M>QFV>^987E6I\H46IBN:4(G&H ?KXK*$F?2IPX?R6N+#N$M19" 1-$%-/H,,"B#2X6TG#X MV(VQ$L<(?KU7A5.PZ,)#$/Z@ZAMJ@"]$/UI#[3GT_0Q<"|(^X/-C$(Z853O^)Y;C MH&4_"AX"(?5%40V-@>O![U2.!7)S12T0OQ-I"4B)8+9EE9K(;(1@>.>S: MA_'[.R+FM3S*C%/ M\70#*[#,EUW+"J]@T97<+*78:I,IO N[R]^"SE8N.$G5U]N;V^^G3#3K^85V@_U!J0@UN_@I52([=4!?DH:+4,>&B!=09X9<1!3A/Z-DA-;0?U1! M-SE(X9.SH2L&L%?8-V7V7PU M]XO04 \FFE,]D+J0GIWVL1Y91#7'\C/!4.!CM.1"%]9@4$$SK-=%$/"P"IOC M1J1I0W"'0UI*AI<)PDUVZ2NYHXC-S."7'P+L21I!G_M(XN,>V.8#+!='*@? /W3'N"Q0+)&+BUT BSVVK+]CG<0P M1#8$:QKK=:: "WPC5Z@0CCY' -\A_2@$&<^!8K.J_#DDHHL SV6|\DE5-8RK3!PR. MA1*-E]D]%3T$|*8,O>*^'F#EN4JH,!$76\BUGK@7WAXSP.T083'D 8_:$ M|*58G)0(O?! ;9U)G8)Z46DI>93TZ:RO!!A01*ZIJ0(I/PC/#F"Z/$EO5R# M=F-6G1];S:/!NW<*=:#$0I+_H'Z5U"HB-:'>*V?1PD%,PT#0,'!.(Z2B4(;# M)YH$&5(?F>?^$-)9,3?!>/XF%]/(X9G]K:V8_::U%;/?-ML;6OZ[@VO1F>#-_MKU]/KV_9Y>4J0F6GZ[RZ_>/BFEU^^7AU_?GT]O+JR_R*5R6!QIM5#S'E/:99 M)^S3Q>^GG^3Y[.+\|LOO:Q[0=L/&7P)?%$BU55'77AEU.U2*S\#JZ0F[OKSYM)_MX>G9[=3V/T7TT$<@\|"<*-#,3R$M,RAD]R@/NQ$$X51Y_ZIR-Y9+A^$&5_MKI4[]RL6U[YDQ^PR%B-FG9KL&M_T4;Y)>513TW4[3N?%?N:-B;Y>VP-Y99^P M;U^N+WZ_O+F]N+XX9S>GGRYNV-5'=O&O;Y>W_X>.BF_7E[>7%]+K].WF A\[ MX;:8#]9H,O($9^RB7>TMOHM\";/ *[@O;KZ(1.6I]8UONDA((:)9/,)]5+@V3X="G*KHKKT\N63PW&ZU)SE M3E73_P6L!9^4+UVX03@[1LX03F:> ;*+;.?VV?!X@N*Q3]#>M3W0'K43]CYQ(0E@O#P/ -E%<45-*L/XO]S?V)75" )"-8ED/N+-CQM1C SHZ; M;YC/1[!)X?1/T#UGU7I-"\!]V@_&L>A_]/C=&R8OG8"!?L8G%%P" / B\8:X M:G#9.?+UPU*/C7*/6.>+OD"ROQ5TB+Y_8S?$_YP7T6G$4RK-W&#[5]E9_M]@U[QS[5E1 ,0'*. ?#8F>E$7]R7V174.F$7_O'Y6^7MT^>?E6'IZKTF[V5NF_M"BOHB2YK$_V6U6Y?T7A^NOMZO7R,UYH3\6YGE;9,5K< MS^+2S\+VY46]&(A0^,[K]#BI "U4DWT7M;$9NCTW)DL,S@L]$3Z/E4N[0W8NM(B=TQVC ;8^0[U#W?L7F5W#D7*4:P2H:/AR@N9Y8CW4T_(JDCX;;VG2'7I@# M;CR&G-]&_X^'[/H_Y>ZO6Z'0:[W&]\I]V'?]M=]X+;R0H:MT340![$'X?O;G<[YO# M&)CZ5#U#?^UI^C3-EL0D7?H;'IX+Q^.3H/);O(B8N8:7N2CNKOXVWL^ZQ4L M4[^B*O$YAC]5LNE3E8 (C'%<:[5L6T-RMVI'PQ!@:+^WVN5MYC;_YK7MK$W+ M]>V2K#<3#9O5OM0V4TEM)]MFO>=U"\VFX]ZCQQ\B9-/,;E)&D[1Q\F92G_U& MHXQ",;9H%^V]C.;N^+*SH?%S>)!ZGHES>/#:U) Y/$AUP58I30>KS8V23=LT M[/+HMQUC6ULEN[9*R*"(AV[85X8_V XAF0[2I+C%1ZS0L#@+1=^-V>E=*%29 M@3[]_H_$>V16%AW:DX6K^"CP[XI-$##XP^_!4_I73]+:W9]0&V+*:#!,YW$_MS^_0D50.MY">K^=71 /|[_/N.ZIG:X#*TP?QO5!YFQ_$&_COEDV7%\Y$B>4T MIU2:[YZ@+ZCR2%<%>U2^C57&X:.[Y_Y8Y9T M\4Z?U_5Y79_72P&OC0]#AP>]UOM:_P_LC3+_ZY_.['5+']CWPWJA WNM50<\V5DIW/]/QJSZ^_P#ZX\S5H*'V^WEL-93^IH>;KMKCZMH?*:IEP'8CW_L.=70._^4\-43Z6"AME*7)O6,&74,/4G-7P&I>W@'&7V,V5FDZ]%MK93X_'O:X+Z+CJY^>>$S=?7:M9NOSE9Y?GOD5T,'_M=[ZR:I9Y^>7FA8Y82IN59[N75_V-_>]OUY_8I8\]4!W!S@,GH":]2Q6=HND=;0_N?Z/M'O8D>98(+9G=HN=7>WX%),I!VIWG%Q^UW4DB]!Q[%+A;E* E,V+T_&K/KX! M.4@C]-/I;]H()0GZB?>$I\U//;]\\RL@2P[2_/QZ?:'-3Q*>7T,18=%5;8#]M^>6<7P&1_]M"P[;Z92)ZU\A9>IG?/BE;=Q:?/%^SLZO/G;U\N;R\O;HH,^!FU92D" M*U2M*VK@38>MV.]ONU]?*_]D%TA\'[T'PSSQV*W)/COG(AP!26W2)W$[<-NT MN5>Y@%HB@%8'9]&(W'YZQ%N0![J1%3_4QBR+F)A;WPF>?3?

8Q%&XTC+D6,L\$ M;ZE 6BF[)9,J_P,RA14)GODT0SH.'7T-7?AY#+_/C7BG95-%9=-WDYV'\+H_M^&@4^'TMEYX'TM*
LS(0NQ&^&X0STLA8GM6,LNHV%#Q*0C"+9H33J>,$B1_# MYI=(ISG7Y&Y\.^>GMQQN_-]+^@_PG^& M\"
ED)6;]MD0X +>/ 1 96QM92TR,#(T M,#8S,"YX5ENN37O6B\NO'-V\^_*-:_>W3>("ZOK5:$(^A3D P(S9Z<-@<
ML3E!W_S@NW./TM"_N\ M^AZWK6][95U6+]]M1K7=;K1QN_F^?G%F_6MVU:K7R5F]>5&U6@T8=M%Z7[UK
MX?,]N6N>MZ=GC19IVX+I([VBUIPL,(*I>?3]D5Y7YHPMKV]UAX>'=P^M=WXP M]S7K]4;MMYN!*896UF-=Q_N^-
_KQ+G"C\:T:OWV'*8F&$W=!-L/YA>4O%BO/
M80ZA[^#O&I]Q_;Q5CP@X.R=#@.-1ACUK(\!F094]+0EM)!/!_1]_SP75]_5& MM=F(DT.L-XJ21YER:4
MOOY$18,=TVY<7E[6'KFM)FN0:'EB?)7_66TTP1@4Q*:9<'[9<%6-Z$ZAPW:?
MJND0T3U3A\1=F68+,DIQ39^KQF:+*ZNQIE12(]EEY,0B(N @G*D(I,1Z-_/O M:S9Q\NR_P^'\#Y4=M\>$6+:*S&@X_R-
!)O8\GPEZ_LGZL^72\:9^^ %\Q&WU M*C+8,9E&SCL6PA*\@OC?%0ZLP'^KG1\R-XKB']V M.^YG9E%";#@^8ABQW-
K@Q[KXKX&]VUR_B@35A]KAV,N*TILP_LH_C[FWMU='G,"_][HPXE]](R1/M8F?;BKAF%NKE(@6W$@0^;[ MD&
[9(Z.'M@)>P=PN>|>X&8WU+S"F_U7O#^%2'QCF29%-$R&%N7T,S'O24"@.
MO>4"2[:)$['0_W/;G_Q^L.]-8"3%\"S+Y^XC%[)\!6F]MJ>(EC*N4OC.5>$K
M=^!,]G^:^:4W,+X=FY0F\Y)"]SX_=)PK$FQ+!-=0F]R.=:/WZ=;L#W6ED!LTAUJN3U=CO]3O:<*)U.L;M M<-(??
AZ!E7;ZNJD-(=LW^V#U$-!-L%7EI/-YW)+9 =C71OHPA4I@+I#)$/HO'Z($"=&(76)UOD6DN8.N)ON #P-
M!!'XJS\9:;]KGP8J*Y_)1HI%XQ"+#3O$^8DX)#BB-F12
M9BP&_@K/EU:@Y&=^*/$AAV9/II>O?.ES_+1^TPZA$0/2T_OBK M-KB%76]VH$0'9Z""0R*Y%(;V(0R<#1)\T ZC$L%@?
M'&.B0CO(5S,]*'IDA$ M5/*L9 92*,YB"11G5!6"$0E8A0"5"P]0_9_%*^'N6S2NB1[SH60/*C2O:-O&R8V^WWL6+D)*4[
M>AMI4*:^9U99.,%WKA+^.9A)P8T5.K)*$[T-69<)M<0B1AFN+"Y2G'(61&5$
M)ZFT408G@XD4FYQ54AFQ24ZPE=')9"/%)U8ZI6;K980HGGDKPY/*0@I-K)!* M2.%+"4HL'5<')8V%%)1X7960UY<1E<-
GF5W"L..J@)+&08I)CH>BZ.V:6YD@ M>58-I([?2<1)P7Z9AZ6EM(_M$U!UL..T,N0NLAZBEG+]LVK4(0X"4.^>]$.C
MQ%:*FO+C5NY_(RFOL!ZL/__^L;URB3\=DWO?O7>\62<@ML-ZV')6YQ6K,XN5I2LU+OK8"G7VN)_"G:Z(E"55"D
MZ2\4;71%7%D^>CTFU!>!PFBC\:N)*MO")S\(_?XG,)*CLD2/_&C@?1'FZ1$ M#:D)QMI&)S3!K6["VK;:E=+
<=L^7'%$7)%!+P8WUG?8.J902A<0>ZS/RC'S\ MI$C%.E IW=NRIQ6)R[WUDCWL!%^QNR+4G_8]1F"N;(P9,1_P\@C7?
II4NAC M':Y4Z'?]+I>-0N'\,A*/N'PD%'BUCSAB0P+I6D"PZ_Q%[,_8\08^I8XW#?R% M9G0&)[>0G/*D-
A)KN.6R$9".MN(1EX_><@W^B1ROQI5_7(M2&DK2XYR$G>U/ M-
4K),6G=D0*DIA#K\Z4\2TIS%_PJ%/F*^WJMGA'^<[&38AIKYZ5A6N[@G[VE M.K V3U!LA$$1"@Z=,F?!W]>V&Z=
[CH<]R\%NWZ,L6!U9L[VT)C*+N8RU$7-Y M@4BQ*''@5=E&M\.48],?VE&PE':7?"+WB&<#F7RDF,>/6:4<\"TE2,DG -1!
MRN8C!2G6TLLX2E!"E.(' 9X1?',PD^(5ZW\EG2\H>]4=7^C=QJ3E>[SE)W04 M)8^Q)'RQO%G? ZS$&/X^.=YH-LGLR)#
])B]]"$H MMM+;C=EU[AV;\,=?CG=/*./&/0K\68 7IX!429 4[OB!QF2X=W=Y)!?M"D9K MR7]W<_A0VW\3;'B]]
[98_J[8]9NWA;%P#14O,?\"CRKX]L3\:9*>Q4(%2](KH"O
MPU;\ZG/@KY;7E7"XP\BB@L(76VY?;'YE^POL>'VXR3EM7X(;FX2Q8A2@-Z;?
M,)V#0V>^U^W<$!;X8S(#8=GSRDQ]B6/E MDPA?M\URSF']BZ)ZR]%^I_]KTR20NRM:,-')Q8B]](?&?'X;T-
0S77]!_[>_A0[5.!P\AFK MFB??*[YG,M_ZWL%+AV'7G&.( 6,( \$]L7M^T%LQ"$E]2E?\I?14M_)3YWXT
M/X5]&MZZPRZGOZY8XH2)TO] BA <@Z<<"P1!>?WS#C;L15^_QUYFT[^DX
M\/A)%O]XC(,:ONI\XH]PP!S+68ITV^0GKK)=UXFE])C5P6K:Y.[E%A-"/(2= M\$C09C?P[9*Z,!D4+[1W(J(\P)N21?
0*0Q]<'*AG=2SI" M%HG)8_SDCFW;_)K]WU689/+C!.FVG$GT@G$+F/!8F=/'F^$Y2 /BD<=_DV?] M8,.;
<3VS@UAN\B($:8/-20!N&3+[.=|^]R2L_KDSZ4 "V(-0](78,Z(M?' G M?X69!K%<3*DS=4)?
HTT9"2;X,17T$TLI]@/;9LQC@EV=|G<_]C>UUR0 4V_6 M&^?&P@-G3OLB=X.U&+FR6N,$C
N1/46YSFCSHP&3.69='US>#2&L_Q$*%,*0 M!L1Z8M*_BB>/SO_%ZD03W:
(W87X[,U&0O0WPIT&L37P'WA&1H%C$;@CD]7$ M?@(_G;I_)Y7QDF:T7$O/L6[ZGRM(G3=Y$?<.LX"
(090G!9P%3=M-.8E?*(/@_M4KV9$)YB@S:[F3WPV]SMA04>BOKOP&VBT1R?5FC,(3C,KVUF$B?4S9K6;J!]?
M.BMR*4#Y3!DUII]]WZ::9YM0XX*3I;;OVE$'YP9[X'PS YPBEZ(F1]%)5L,; M\---X'TR9YTV_!G3>]E6P"3
'N6_YRF$"]#2>T!)8XL*G'K39DQX/DCL6X^"
MD=XNPYH<2J!0^9,UAR1RBMHT@AI&.&SB,!,$.+8#=)*:,HND$*G]KF_6+*@^_MP#>/?=
<%U!YP8*=-3$KVL[.PP^]HZ-,IX7J2?V-O!2_TZ\VSR8.?#9\BDR(T M!F#7P1)94""(7:AQ-&3=^RR20AAI'AP,3]+?
4612!#"C%G%4WT'2Q)O'?]"M_M9YB:.LL)?_8&C9ZGY.L8IXS^^=UBV#R\Y&8.A+VP.R'=;"GC"[[35NZ3>')^_MO,^,!&L-
'S41NXL=T$_\7NPS'O(!B1$LX/!8FF;.4K@BS2]QX74&MM%S/2]S3+_B7L_MM?_L+Y:!?R^&:IZ]?
HSB63R+'%F(2FT.:VA('3.549YR@" G#88^C2SQ?_M-)'5VR.)I_6('^(AT>8+/A#>;S!_BL7STW0/(J4K:C1)>DP(N8X?
V""F1S"O_M-[]_ADZ"S"@7RNF8\H3L"YJ_\E,AZ29^_N'(0_=)>+KWI0"/X+_/'-_M_P!02P,$%_@_UX("6:$]9P=#&0_=.H_!4
!E;&UE+3(P,C0P-C,P_M7V-A;"YX;6SM/6E36TF2W_M7L-ZOF^VZCX[IG]!MW$T$!@+HF=E/BC]R;$4+_MB94$MN?7;Y8
F]LZZ@G1NXXPZ'B\EY69E7=E_NWOGT\'6QC='Z*P^G6FS&&*>:M_M3_WIQZWI1]SZYVC\9_\B;!T.PK2,Q[<
O\S^[,WH[,NX_^'C=$LPH:XON_YV_M_%-1TDB7#=B@$BB9/#@E.2C%55#",]?3?WWX23*&F@D'27*ZS$D+408#&(51
M17.)*L]N.N@/_RI_HAA@ENTO.%D]O;G5Q^GT[.?7K_^].G3CY_C>/#C:/SA
MM6!,OKZ^^M75Y9_O7?])S][FWOO7LV^_7CKI/W0AW9;__M?[O>/T$4\#](>3 M:1BF^H!)_Z?)[,.]40K3&=;_"]?6HU?
4=W!]&=2/@_N0_,?/D_S]EQ^VMB[1_M,1X-_C+5OW]Q]'NUT?BX!33Z/3T?-B?]G'R([U^7:]Y_>9@__A@;_?M]LG.
MVU^W][;WW^P<_[ZSF?G@WP^K./8RP_OZKWA$I]9B2K_M\724_OPX&F3:-3O_<]Z??NEYU!8CTZ!X*['L4N"C
M1G#)/>)U11\M=S]Y_F2&T!DR'X?B$IO+_MK^N0_,/Q&//LUO\(@W/L266D]LR_QNQ!":\@A!)!NE*X$R8FP1HO[_$P;]_L
M!J=LC]/6:$PH(-'U:NL35C%S)<4N80KC=(N%[N^@]RM>3\Y/3V?WA/X43Z__MOHQ'ITVI/QVU1?HE<6D1]U+_#6VLT?
&%"5Z:9GRH#-*4('@<=8ZB)X;#,D+_M-*(QZ>_",_=QUA7?X)ISUIV'0(V4:DS0:6.2! M@.$20O$2?)!"QT"R7?
K&M'\$E'E80+Y,%FB!_':(J])$-)+G"0U@N23SI#M$F"P9S(9$.A96NEL_!X_M\W",^L8Q*)8IB,J=
<%&!^04C$G,G8WQ(PXG_0N\!&QO-)D0E_?E)'SN19T*_M4^A_LTPF?V01HM"D[[34(6NC0]'=L=(\(,[#3O]%"J
,B=6,HXXP#';(>YH2_M1!D_UK/,&2)MDBZ_.&W>W1$MZ--L"_M;_$"!Z.S"LOND*"IDKZ'.CA9A_/NHJ.-ST(-FV22]AJC-
2H&V=KE?_B.33+1_MV[/#RICO5_Q>,^;V],UH,NT)02Z$CA)^%8>[I9(0.DD/(+I&F0S)EE(O
O9/T3D2M6UL)];F;+NI6H/]=1E\8S0T9_M>TA.S]52^CCI&:-M#LP138(!582B_8H"HG896UA?L#,11*J.OD,W$8RT+L8&
[R"ZI_CIU8IG9&CG[!4CG<)%=-TM;Y/D7%-.N"?EED1Y,SZ_OQYR_MLP;G-
=MV.!K/4#Z]].I#',#):']$7MAP2ABD.W[8'4YQ3"*@9YDMF>_FAS[7_ME)FF5X([,D.*I>^$3+&U5]
&\DT2K)URVC,0>M.8U*,G_UF1#G&%@8HRD592_M9#4CFH*D2TIIK<>[8-(F^4%DGK.2!&@K"1?
25A\$/5@N5'(R!&U;1TR_I[_V_M+8O6.8]]?XLN1*9FV^U]?S@:SQ!PM2B37%$$.+!LR6$-!(#C@GZP1'ZFS)+6
MUIA9[L*P27)Z_UAE)1*UBZU/)CB=]+"P](WF4$@#@/(R0(R60"G)F61U#*ZU
MFW_YY)4SS&'RD31M_57I>!$&-3Y#/DP8C[\0]2[SH"*7P]5AD)&,,Y4(R3XQ_M#P4=DT(KC\:V3CO/
]@F2<\E..%>_KDY,5KFD$;G%9AAWA]-<7*$"0E_VMPU_M_BNL$B67_#)[29M96XC<2@(I!
<5#$3ZUMGV?!&B31&4#OFB'_(XS0_5]#F@_M>_QD&ANI()2H0*0BLHU,=#J3]$I*_2&:HKWW,>?6U4E/P;-
@T<&FB%:RUG@9*PS_2H[4E4E<8*/*:U0N!);6\W?@VF32@>:B(:&)%A+
M8FRFLA(:I[,%8P6MF!7BUD)\:U.4BCF>36QM3RZ40>\D%1@ULN2-_EX\;5&1_M))%9)-"!]F=PFCDTSYP*W-
QTVJ)$S[<>8Y#]/EFYX00I.#9("1_5,MH6HGAPQ&>*N#%2H%V5&X8E%8_M-
RF2T8]+UD*W=H5^_8M^QF&^!O=!R+!P2UYW]C8[O](?3$DHQFL;DB\$6NO"
MOSG@VJ0X2"ON:4Z/A@=W+NIYTE]]TV/'"%,=,@20+*7B)''RNY8G*%)%$L,8T

MCXA^>_PF13Z:28TEL=O0?!KB07DSQMPG!L.(06D$;1TCMUHG!9E]3O'^W4E;DU5-1 ,7:I%!HE?1%@?&\EKPRAWR
MULF+1T#9*(G7A"?N2;\&-&C&]M?E=5<+NPE6SXL0M,^,+$!.(KD$"4XR#B)E M+57),KG6Z=TGP-FHA$,WG-
&*&,VXX[?0'TZ]I,?)P7#G(M3HA"F+GR$1.MK5P_"Y0FQ06ZX91VM*E83^CR:R* M[6])DUXBI]3U)!#("NGO;"%89@
+:7@,RB>96Q>6WH%AV355UZMWG>?[:K#2 MC=\3[LF']L&]'FHA
]*]G)&T*7W(X&E70K:B6)V$SOQ.IN&^]SC/@S9)*:Y$ MY&M&;H[=A@?_O^5Q:^KBM-:[__LRK:NU2-)Z#\F863,.0SY*E)
<.EID,%A: M*\0GP-DDMZ )4[0FP/2V=(.RF^C49X=6L/Q13_AY'@TR-<,_#X,PP>L
MTK<7DXUHYI(("SUVDS1>._G0'>8[J.\Y"9]G MAQIWAY/S\4Q\.1V,,]F +&A 613@BX\0F(U.U[Y0]7UUY*/@;%+.]*FT:$6"
M=D8S#DF?#:KDR]?]8>T91DBY^&KXZ2"8<8I!83& 4CF XYX47(C.*RP&FQM%
MWP%ID])-37FC)2G::),38LQ);=4\P\5LL3U>E(V*!;)NG )EA(2: ,N5?#" ML^#N-GQ]1&<\8C!&= D<$KP
MGIO0.AORWR#45@U,BDR>I*M'X6LR7DK,Z*R(L7UOF,MG M;Y+;LRJE[ZNM)?
#;G:=.UK.V3GG(KC8V1*/)ZZK!'"W]S\/[P:.=WNF;W'SN[^_1V9^_@N)MD^6//6E?F?*ZU-DJC/]#]
M\VOG3ZV]D=DS$%F0/Z-)+@3K(F2FK%9),B%;1U:? &?E]-]MO"$K,0GMB#5R M/8N1:GN53&:ZDU(IG7PPI?
41AR<*!IX[GM:&!^[E5Y?&>#OKZ(D.M_4@V[O! MZ-/OF#]@C6?7#W]%,NI(=]5!F$SZI7\YK6.
[3'%%+4)8L.R!;CV2F80IB M0?+S4_08N"]B>?RM\1(V*V;7#>,])]6?CW4?!9]APL(S V^3!^7(W0FU.W@B
MG>@R,RJ6YNY *^ 7C"MV:Y)M#+\V(?4:;+]'S9OMX]_?[1W\<^6I0@_?M(/I M0G- W\H<(VK?.6!]
[P#V[0]N7'F(X_XH$^N,,4SP+5[^_MHW:>=S^AB&'_H M3'&G%$SU1&JA?S9#9+K4_)8 EU@"KQGS(60A77,+;ZTK;&
T5A .QZ-Z)B3_M^N6/'"=+SO^4+T[1_<5FW7#R6(DDU"&E-[0Y%6X]Y"R7P& 1S4NG6!4SS0[=1
MYN;F\O@#%FP7Y&]7,O@P?)?'A&_#)[SUMG"$@ IKH+F.<6 >C.<^6[2:#)KU ML.<#T&V44?KBV7-5\G?-GN_ZM;KB-
GPF<0PET^*U(1/;EPS>& ;2E"B\CEGK M-;'G ]!M5'+[Q;/G]N1_#NDID6%&:8!I1_#E*"&8E($+46))TEK6^MC_LM)S
M<3PG.UHU&[5FU7,)V,MA/)F#'._%C"1#ZOB\:K[E,E M!68L<^!]S3,(\I&=X E*5A:#*@*'@>>(8&1AC]P9COI.S[_'*UP??,
(F:?>. MN: =II_#1HPB:6\T@I2YUE>P>M9+2.#:^Q145K[Y@U_M>NR@_#&VE@9VD\
(%S\IQK0G;"1\>X=F5T7%0]OI#G'SMP<&23]EC@LSK MZ+$2:T-]KB'8F!R3,F#SQ-1<@+T
BZ!+_FI#L.9NQA'.VAR>C$["YW_VIQ_K_M= A" 'E$QQ_#&'\E,R;7)!H.)Y0N! MEBERD<6'KH)M-
\!8L&;_K\0J2U.CX8FN;^KWMDMA5-1,1 :HJBF7@B'UFRQ$
M5X1EA@2?;W^>ZQ%@YF$1^Q=CD3:4Z2#^>CVJ:J8PKZ9F];B2A7%%,HW[0+K2_M)
A>!\A"6I$%+=IV%W=]'*)Y6,;]Q5BF(8W:';U8)878,S'$8%" D-K4R>H> M8NUI;ESAQ2<;=/,@U$H_KV> 64Z8372>*%=
(4_B820"$#"R02;JL=0);B^87_M-\!L?7RWW-RS16BXOA$WVJD24)_MFNL<0RXSA"AK2PIFF0].)-DZ]=QBQ,V+_M*-
=9B:F:4J[K?,I#)6O,&,?K,"",M=,JLQI\G?#F4R:XH_&F>9?Z92L6%\?#_MS18>]'J
#_7R$$FEPKT'YH4&)0,#AZ3H61U[K]"5V+QFT8GADD+W.)4DMK6H^FFP^R
MEU#ET)J;.J!9R]3(17]"J'HW&K\=G<=I.1]<#ZSH95N0O$<&,E=]%+D'XFH+_MEH7L$+D4LO6QQ*?@>0&)D-
;LTXP\:Q- -YNGBR*=M!FAF#IF]NC:@HA9>AM2_M-IF3M]J^8>;MB:\Z(5M+)^3FR>\Z$\=[ 5:7=!4_
MD_36*9\C5QEIU>W]C,7.V]^K ]&:V&-Y_JRQN $C2W&92F5ZZ0D\RE_M%J:8$EUN;>PTZ=S[W&F-ULS2EE+-
&.B1[+\LEH="7A^IP^H$TBNG3()ZD,EY M70[!U)AKE]_9<'\ML=* )&VJQ:\/PA\,;U4PEUPPIY A.14NASHY4UN.D'&.
M%DTP<;X^=@_??QZ*^[^(<&B%Y]Z[#/RQ?[SSYH^CG;=[N_L[!^_>T*O=D\/M M_J[^=6_G.'W$?#[
43G"B]'@HAI(LT*V=R'-QHI.OF9Q"0]Z[/+;/X;GA$I: M\/9%Z_J+*FW.*57D]MKF]JAP5KA:]3[X/EPVJB-PMZ-
26_7<+T/G_NGYZ>_MCL;CT:<*=3BC;Z9?JO0]7B4&0M2S+BG0[I""@_8N*FV5U38V5BB+P-=RJN#U MLX[PE'8V/>0^-
C"P&*U'0 R>9 6Y"K']>X9.))%RYMRN 1N/0[A)P?'.^.RI MT86-B=C-^,J8/+.RGC<7Q1
$P4*,],/$$]+AF&QH70:YM^#XRO5--7X&)EF(_M %WKZ)WMH_W=_=^.#W>.WAR|?W^P?_S[-NF4Y97]TS=LI
47@+J+F89?%>7) MZ,8QCZO"(;+!^ZD78S'DQQLH+&/-7] V%S*'"%T[XC#HDWVD3P^^#V"#V??6L
M>C#AS6A(ENTY[9IEDEC>E RT5Z(S!ETHK7L8?1^]_M35)277+5_^'NEO1]XRR^K5W7^_&\5FKS6]&G)Z/#,)[V
M4_]LYDP=5XOVTIE*F;-<)(.(18(*/D.LS9.E84(+E,6C^Y[\:@_6IF5Y.^>X_M9Z9L-
Z'R)W'UMC^H"^TISQB*A.!2;@+9B7:#W9N.;;^<#P]_>GE(.ZL#%E/9,S'FF,6_MIN:_;
+A2+Q''AWMKO:5:U=/WUBUNQ"%'RA%6P:[[3+X8WKT)1"]]>LH:F0_@_M9#"@2BV41U^;H=MBT3FB3>NP\(W'-
QLE9$B89[(TR+"/M>)3:M([B@'S2BHI_MI4ZQ_0G*S1LEM"QE'QTAM_A>FXX0>G@X8R^%$G1V=3XGKTLN-+&@
M);>R><_"QZ'9* NM%>D;(;]E6?6UL"1F-&[6&D)G1GZ&*."5]A.NLPE9@5!BI2]==K)UA;-HX;9\QX0:20"ED5N=]-9
M0XK1)A[_)E-'RY#,";XX$,BM,8E'Y/-U0%UR.NO:&D^UV+ZK(K#M_*;]T7!T_M.^#0HX4)G[@&HV]#9]X$\50-?
7&;%;,A2=6Z&OX14#;IV$2CS=L"Z0T/;DUQ_MC)/IU<3-FV#5+*@V%2!>]NDM9_%G:CL]-&A-2I$WYX(GP-FH?
D^-6*$5]MB@I+0T8H-0I1&0$HE1Z=DR.V/0ZP^E7UMAR%;J?>&5'BQB8#>G24|
MQ+JA8$CO'>202#Y3#3V,!5*/4T48!@_M)0)+VK'@-('1.J]YH1&,=H)@6?QV%\0@R:-G]>@L^U+;T,>:"'7@E,B*<||4
M"W-M[TT/8C3:Q*OBL/,X1HQ.5WL;?!"UY:D7$#(R8"Z%1/^ESZVS+"\@CM%N_M"[?_^UI"&=D;XV,4P_Q!I9RL05)1:
[FLKM.HM9.MS\^]E%!&.VYH18"U13/0_MRWJ6R8)AS-!B0X28C87DT"K"A([A_W(THZ&]:TB(-3;_B%;PY%$#9BG)*DD&
M0IU2(P4Q<?T1PP1_^>%_5!+_P04_M_"_#7@@)9,)V3E'4X_!H8@(_%0_&5L;64M,C_R-#_V,S!?9&5F+GAM
M;.U]67=;R9'FNW^%IN9UPLI]\6F[#R5159PCD6J2LMM/.+F*&(._C_M*I?[U_M$PD0W$%L>2](JGS*+"ZH>[^,^#
(S(C(B\C_^_?SP:MO:=ST1\,__D+_3'YY_ME89A%/O#+W_]Y?/I>S"_.??_O2G_A?/_]YOC#]W>C<'&>AI-7;\?)35)\
M];T_.7LU.4NO_C$:_ZO_S;WZ-'"3/!]?_QM^I^]'7W],>Y_.9N\8H2)^'_?/D+)R1)P@P$3O%CAFOPW"E(
MGBF1)>5)Q.E#!_WAO_Y2OGC7I%]C3?^A#^)CZ>O__OCA))RE_MS/^)'F_Y?FNE__V$4W&2]H*5#>+7P$^4G_MF'\,R[^
,N#TS[\W\9>__>G5]YGDW#B,1X-TG/*KRV_'Q_<1]H?3E[',_OGK_MR|^|=H,!(IX^8?+C:_KK+TW__.L@S7]W-DYY(?KYD
LH6>#\[_*TUUMC.D,@_MXW#A$^!OT[!0O"+&AYZ^/>:K9T%,V5T,)A41WW]V5;RC<]>O*>![CZZ_=OH@
M.$_G/HUK0KWUW!LXYR#O(DR#\Q1&Y^<7P_ZDGYH_X_>OIPC?'AV>''TX>+=W_MNO_NY!2_?
MP_/#TY>K__7Y\/3O^Y'')Y,)2%EBA.IMB6//$&6&1%O^_9#3_@_MCY>/+:C]PDZ_3](PIMFB,W_W8!1N?
6A0EKS1E8X&S[?!]+>]BP:^./>U=S+!_M_:=L10@V'>"W30_W$>>)UF_"[@Q".PU6T0C12B>,]%9]>U_#S9PQV35^]N/+
M5[PNH)&](2*N"8"([)>@=&90'."Z>< MDM'$W-:8I@ANC^>:(WOC^<@N9]=:FT0>C\ZKZG,R]B;&F:80]"^O1N.8QF@7
MX9^F4_XO83!]4OSK+Y/Q1;K^Y6@X05;O#Z8OQ(F9OI1OJC%A_]\7_B'+++VVH'P4()34X"Q-
$$1(06=M$>,A0!5Y\LC&_0AO_M-E#T(LYL+?"'*+0E&^Y@>C?=V5]RH+:EW_M1HFDK_TZ(?E)-B_H"^"T8* #(US$0
*1SY<*MZS,W3-A'6&WP(!/;HQ8/D[M_MSA[W-CO)$FZ2971493#&,9P^W&1&K%&^M]EP|_TU]?V0G7Y?V154,JHDS_NZ
M)=O]%L=U/A]>3$;A7Y>_C"(:=S"*]#4)1/(47&(*5"",1
M7">CF@)M8?;NQ3B5G1M\:2N%MY:;Q*D,M9FQ+LCGS)96%7*? M0;PB@XXF9VE<=L1Q.BLFT[=T"R@3R683"6@9+
A&T0#"7X%UT2K++2-:M,>< MQ\&]#,945,!]IHAMF7(X&I9@!0H)/_'E8#A)X]3,)9!45"P(C8-'$UD0!&BS
MI$"$(RIRXG.JO:P\AN-F,V5S6+;A.B\SU@NVM:\[>#T;??TOQ
M2_H5Q5A^^2;ET3@=IS!P3=// 5EFSEY&'I^ZWWO44DV2H8FG_M]*0,?Y^T][U*51["RR;?+O7=@C^W]G
6#B1R;]65*$_NTOK^#Y9Y;9D_=@?CL93_V&VZ<^%]Q[%>RO0MLA*^&TFWAZG_M)I'DT4[(E.&>(25X]P5(&Y-
+C@M#=66NUL+^L]FZ$PW?9ZK:EJGO^M_Z,0UC_MT]-"HB5"!1!"(HA_,M@8'>C,E)&&]\AKFX)7+W_97-
E,QO>5K:OXIP=-E63W/WV69;7=Z.4]F4PR3%ZV(USR3^8_7=V;B!_QQB^*MP[W3S\?[1^_??#XY.-P_.7F7)]X_:#:I
MVEKT]#KE6BL!K52G]6D\BA=AE*%LQ0O!NDHWW_)K#C%4Z45B0]XY;B^2AIPON_7]')=_MF3)!FNIGF,M_=57?
58L'] :=]E+?=>U7,Y[@PC]L1H-^+.ED^\/)=.[.RA=L_M,<^2!,$IQ2\F_XZ@Y)<0]XD(U]^6X(\ON4$=_.F:-H^]?
V<57G4U/*HLZ8HI_M$XLPSW$'Q.2N?_I!++;,IE+^G./ZVIA%$+$FPA5_)=RFD_M3A$A[C5-
FC3%,9X=SPX&H^^E.TQ/FAPC0Z>;1^]!6!RWCSD_%?3^Y.#7PX/W!V_W#D_WWKX]
M^GQX>G#XZZ>C#P=O#_9/]@[?O=D[.3@Y>O_I>/]D'S]R>G!TN$WXHLI[Z\0Z_MZHN@4F"D$/0HOT5R]2?O7>@/^I,?

UZ2E@CBO/045M0*!1 6?#0-)=%!2!69$ M[4.71P%MN[ ]]/"9\V:5I#&:"(GA.BNH<6!IL>>2T<$+0QBK'119"*:K8$@]
MW=]=L.K(>==AD*L8^*UQ3(U^&D(V07A 6> PF.3@E FX7[N,DS)R&VK3Y3Z* M785"*FGW;O7(=E)NH6;D-J)+MV
53"WUNGD(SVY:W6RK]T=5OX6@NR)!5CPY MQ &2IF)F*0/>)@H[7D6\+.C].WT:#;_WAE]O@ M+GUXF04-UC](Q',0BA
P+*-+[[1E09O$66WE/P]H>S]G>YV-VA)X"]][P0]O= M1_=[__SB_,UH/!Y]+[C=5_S+Y$?/!Y:D1M^+>6I <&G!\Z
AYNR=3M::Z@WQ MUL'7/5>Z-3*KZ&4AAVH[QL?[>Q_VIYU*M_!R[S^DCLNZ!%PE__,XN<%^4PK8
MKTDA)"DM"1A0KS+.=X?;2<1)GUB,(EI&=75?[ $8VV\B\T?.;&.T@[G%O1!7 MQ2!!B*# :Z$ Q\.,8CS25+MOUAT(7?
F5V^KT_NZPN21W[4.60X9K_'O#>+.O M3_HZ3J$_#12^2TT8][^6;Z(+ZVU53!7/,7?%&?W9_P=4F%- M
E;3XU/AH)!>9$G03Q22@7#"@24,;3*C,QID^(75R"1Z6MQ[),7@F5%O'?75 MSE(X[D^OBXGI7?
J6!J.O98MN+MU%+;PTVE@(TI1.BE*#]U0 Y=EE1Y*1TB\S MJI>]I-LLA6Y4-
&I!OJT<3E\A.ACB>$LSQ)Y.CEJ/VSUUZ$R*@.A*JW40F4=- MO>-1U'O61FJ5S9!RXB"\X27G MR@,U)GO&*"745-
;YPTB>O]8K2+BS;(+/AR?[;S\?[[_[<'"X?_3^+7YW,I:SZ\3:ME\2)UD 5A-2?:! W(H@B X_1UQY88T M+7(D5-
)0.W+Q**#VL@ 2DXE3HX&&T@1 *(D+'2V;IM2"<2^Y]=UH82&8IY$% ML([N5\\"6$?.NX[@7(UF-
/PR2>/S=\E/3O&_F1K=LC0UE+C>VEQL(9<36"J 9Y2VU,JG]9W\=DF!)7D!7'%A' MRJWHW@V;3^Y'6>7FC?S@9+>" M?
NZI?"OAMGSX/X]_:'2S3(ZX+!):3"(*+L1I/W8J!0^"B.KJOH?B9:A[.^&V
MGNTU7<*XT5IG3@%]85>NZS)@F&6@(S5!EG;JOG:)PW-(]=S&P-M2RBVT7GXP
MHVD53#]CJN=:NEHEW6\307>5ZHE[C. ,E[8H:"XWPZ,%0UV$;%Q4V1E%JK>D M?\D [Z;)T)5W
M@]"TG$OB9J%B9BF((/-J]T0NT=RMEW:HO(UEUH)%^W8FK.!$X2,>]EBE036L?W][%\#
(LG"H2;N'^E9MXYLUK5D#44NCB M/IK=!"ZVT](C*M]"Q"U/]TMDR@HB,S&@F,;=0R4--J%/5:Z2CH$:KEGM1;/7&7&E\?
I+"!2YF1]_2>-C_5*8+0N#"OV82),*[0[PFKM]]:8X;<1/%NE5Q!H"XOX^X3/<8/W M%\/8[.><0DGX._GNOMZ
F&RYTK>/6@+%4\RA9(JIVK_D58#U[ M(M06?<7#]>D"M1?_WT53\6+CA\ -8\56,%8"TYA0M![<8WK**Z
MY7380NXM&!F+ :(!:V4RN#+&Z=WLU(#5N,EQW E2"$(96?N8LV-"+/$;N^7#
M.N)NGP=7379HMHIPT)0%$%$E,)$P2$9R+G7RUM>NIGH02/>60R5%/:[^#:1< MT8V<6C4W+:1RD^]HB+BF-
,_2)1RB@9 ]>C\R>T05+4A)(BF5HI2YE8S%A:]X M&3M_13'>5^[&]\4N1C7OS+4"KH?
W_774O(O]O*9"ENIX"VG6C@4^AD^5:\!* MXHPB O;C9>P06.62? M?
+E+R(/C$BT&;7*6+&]M[.9*OGK/BU7R9I)LHUQHG2:%VGOI>2 EN;:TT&0> MO*(6?
Y0Y")^47]TASI;EQ\^E>63MVN0]>FFEXXF?' R;R?BBU#$CVK1W/KH8 M3GJ2BL""-
Z#0(P&1N,$YXQ@830@W/D29:S=*7(3E)7&CBKQ;6$MNXRHGESW" MDC.E-2Z-N5Q7&W'!#(J
I;BE$4^)M[6]]OLH7J[NUY9Q[=.?AP9Z>%&$(9N2507MH^ :N#.IG%O:-K<9M]WSWKBFWYQ\'2<7
MCX8W#7_:4ZCLG&T$*[,#D4N=>#'4J#=6LH NG:M]-_JJV%["C&E5'Q6#H8]) MH-QEWY_>FO8^I4]I'/
[]R7U:,XYF=+FC$N"4PAW>5LBPSQXK8*D1E:_0'X- M>"^)/6UIY3Z!]%;[ZVV6S])!RG>%VCTI,B6$*\M+T'I=4=
[7L:EN6N^%@,]&,;]/;G(Q3K_UOYRE\;U-[6C:?[>G:*1( M20I<4 :"40[6L0311L9#IBS=O?QR#7-
[+2@OABW=*N4^I6S%96.>8GH5E%RX M6_:X19--(&B+GD,)31IP'O=.2K-VAE#BQ&I6^Z8(7@R!.E'! [&=EFZ(>:PS
MZ$DX2_%BD$9Y04U]\WG8S-(6BV!'E\+^/+QH4G3#N/?-]0=E_"TU2ZV.K_UF MJ^V*M)-
FK=G:Y).RP++SI5DW$VS5NZ%D7%Z8U19 MZ1T:B,Y[-!"I#T:8P&*NG;6V$,S3:-:ZCNY7;]:ZCIR?2K/6!SK7",VU\5&B
M<9EU2?@I#]F6X+G0Q!DM28Z5Z?(<^GBMI=WE?;S6D7)7+9Q6P?0S]O%:2U>K MJ'+:1-!=D8 Z8F76)3FHI E%-
"LMB0:\X)XS)WTFM<_6GW(?K^]Z7T>^G??Q M8BDPGKF"*&P 83,%-|WHED1+)Q1Q[&?LX[66SM;]X[6.P%ONVKKT!
(6@V22I MRA")1(1,*[!&ER8@U%O.?=!JI79?/TG636TCLXI>6N90CQ 10M0)2"J7:ZE, MP"6TES+GPA"16!!MGK*]5
ZL)=>.LO..4Q$0$O&!L];2;UK8TCXB4A"9X+!U M8*!%,HP+'ZGKX]!H,
<*7RI/*NEF8I?.TPG=7@VS<,!ZGK^[']!]VG87KEN!Y
M"N&Y=43623C.IVB2*=V_&/(>76T/SHH(6E)C&8W*\BZ"5!V$XY+RR;K2]:T##=F" MY:4FR[)R534NW.OV2G>MXL>-
M!H/WH_%W-XX]*9R-E!O( ODO2#9@HG# $_Z"F12B#\O\FE5>]-1\XTVLP^H" M;3MNEICRD3 .+)0+R$D*I?^F!8?
#T\&5=)[:AZZ[B9O5U\QC8;-UQ-K"ZCZ] M%SS%YCT.O^![KH )JRBUWI907HG"E.N[:!!
M0^A1'RL]GU9UD(P+TCY=03> MPKU9UR&6HUPNB"OE,[FIXC]5V-I3_JG*#9 H $.EX=P:8]N?KBP%]8*8
M451FRRLBSR1,":6)9ADL#]"!0HX@]MT94#V0] *.KB&<-'2^IN5Y; M]D\ERGFGU&7:?SY*0D,($+4*
((0L:38>OZ,QXK*>DC;MUN?O,LJYM5X?Y)2&RL^B3(>^=+ZU#M'1H MXZG2/R24)E1.>5,
[WMDM$9;$/+OBP3IRKMVX;0]5P*<&^,@-+R-OI:.\T(Y" M)@1M^R ]^-
*B3GNTZS7Z=$KK99;AHH=W']&](_9119G5CE8B'FKNX!$^%S<; MF>E=1J]%EW80Z$L1K[P-DB=^M]!DL0[O/OR%Z'
KF;61V'7GLOKI@B-S9"GA ML)@O=\L[3]#[) &4-)3IG)18[2;"=;S/!W"\%'-L:QFW$(^ZB^F2VJN@:LD<
M>QC1;HRQ[36VA_);B+N#1> *'7=&I@",QW+,9C-8S02XG$U6!*>$KI[+VR$) MEAABW7%@=2FWH/NK.MT":]X*U,F8-
8T00TH@I C@F3,@<6O3W"9NJA\[/P!C M!^>0%30T]BO>[GK;)Y)9YCZC;G2Q1F(Y)7.B7. D\:=RD T6[;!?PGY>48"U
M^]P]UC!X%5POL]O]6@I9M>'Y)M+LL]L]CY1GRB0P5N[6"E%#:=&-["';!9<.H M%2^]]WTK2EY'B!UWM5?)6H?
\95\L">C9=[==2 MQAI=[=>19,==[9G73]M 03E?BHY9!*.5!"6,8IE2&]T65Q<\Q:[V=96\F21; M#W/?Z)!=_>?I0=5(CZEA
\\E19(%HXKAB:(]9W_\W0ZDK=_-K]AI%OO2?]( M'U!FA/7&$."2HU<0:0*#2Q08YQ73PLI(:*N,>$I]6=MG2"5-=-.]7M
DG"\7 MIC]509"9?9/16Y'"6.FXX+4#LD^A>WT'.13K2K=VW_KY:<#R-NHBX[(5G,$=
M,DH<=$*/%9U7,%)8KHC4,:YV0+;R*Y^WPEL4;VWO?8[R=G-U&TQ*Y=8,RRG: MIZ1')Z?'GS_N'YZ>'")P-
^E_VZ;+Z&H/KLLN\$@J]7/COO?IF^Y)A#A4>50 MFG.AUU[N="#XG51_K#2.B*1]J-T^X
$8VR\>\T?.HM1:1Q,5+E[<6U4R?PRN M98(!9<9D3I,5EK0VJH[39:?3Z?U%87-)/ITTV?D8KI>WXW[SKVGM]U 3
;!&0_/C0=WYVI=3 -.TYVB\ J8=+GW%64:C&[\HKY7#7[J[=S5MO18\ M"N@EV)/U)-Y" O
5N#DT=.X_)M>47+6CX7%)6AN7_I'EF.3S<.2;-/Y6)'(P M_'HQP3^/AB6BZHI.[@YO?]2[P@!;LDI;']QN3-N*A%I$U2?
%AC97P=8&RG!/ MSRQH<-)1$(E8L *W>L*ER"(R]:NW=WRF=%]B[C]GM[]#@E;=P/?]H4.T;G#M
M[C2W1CU+A=**>Z(S2#1T0,3LP%(49K"42T892Z%^[L%:$+LW%I\821:ZF_4U MW$(6S(VY?"G#:9;../W[(@W#K+4?
FE4R1(WN=D@&(28&A@D!/!,?=$@LLMI- MPU>_]
<(,T2K2;Z'[S17$AP!>SI=5(+9M4"Z&MW.3L(Y]%U&GLE[:-.T>@1]D M*U6ZY=;W7*"6=-!_'%H-
W&:=/<^L=IN1G5%G=?-]9\Q91QT=,::YVMDO=T[* M I,405$]$*/U%(Q0%+C5-
DNE@DNM148>P;5#@ZB60E<@S%;::,&.F>>/W8SY M7>_4S6]I$'NE*8-
'&)!8N8^=H30,21:TRR2;B.96]4/[%6#M,MI:YTB_MNQ; M2?:>PSD<%>&ZP64:DF:9,^88:$^1MDR4N\,8*Q6ETB?
A*)'MI:?).G/1R@YY9GX*7.2 @O<-V:UAX%8X@.RL;ZK?T6PGE)'-A.UBU$ MU]^AS?Q&**71(:M)=Z":_O6 M-6?
O!Z/OOZ7X)?V*\ODP:IK3T9N$MDV)!O5S/\5_]"=G_>'I]S3XECZ.AI.S MIF=2<*2<$@86.0BO)=CL% 0E9=BV&N:-&EZ
MI1D^M9+B]I<0CQ$9C#<$@E9"L)"CI>W9&3,,SY\,6TEU81)YG7SG][ANCW*5 M)%
<&B"\W0@81P&HV$3L:1^H\0'@+PD?6\]W_M*5QU6#ES?]G?E0C>C M?#7K/T H&]!L^;&:]ZX@1N&='*6TN1#>
<3TY.OAG*LW/\I.VQ]^>9>:_I?A M]+.S W%2*1=$#]&V?_@\]CO6T=9]U1WK MB+KMZH[]0N8R]/][,?A1>L;?:'@6DLF:>
C,$)P R8-SD0"E"'^K6!#2+O,$ MUWQG][JOH:+']CL]R;=VU\"E,*];H@6:?6ED!)0;BZ(P%"RA%@Q:41S)'_A=
M,W53&NR@T=S.:+"9?&NW$UH,TPTOW+@@E=>$I4+;I#5:]=:6BT6H I.4!^K0
MOC;,!QOBEDQXX+4OF0S;2KEV9Z%5D%XS5Z%W%0F*@4G<%065 JR5&KQ+VA"9 M<)\4U?
CP4RP.VT]YU3.C.]D31!.TCH4"(J4MEPMQ'+Z-Z)-%XEC6U*;ZS8F>M7HY*[0A:%7FWF]LT.^6ZWX EX%XF4VIJ9*&E6?
MLZOW>P?'?]SY\WG]W$7!)L."R MUA!SS%18%GQZBI+L],A]=]Q=>,35]=Z?RHG6*F4@SD?E.-MKM37#U[6_]-
,:7G/WXD+ZE MP73>1,T(SAL#,I8"?".*&#@KI676)YJLBK7#8ZLA^\,.JJR]-KMMW9P']_%>
MSKA5P'9H%"T$NG/S])K&5UFV]JJK]YUO(>A H@\LH9^L5 #AD@%KLP%:ROIM MTB3HVNDA3X!;J]M/3X-:ZVBI34I-

FQHU4PG0J^OSVPR).*Z$0UM0M.:X MWX?SLQ%D$RVT6BW_0,JN#(X$R0SD6%Q/Y1AX83FP+%7P2@1':
[=K>M(5%3OU MM*II]H4:^T&8R\"!P M?4S9I.H!GN=50-$:.]:1?(?78TCT]))V8#0Q(+3 M=)1 L08B[]BZ /6#A(
MBP**M;2UXO48:XBZW0CP YVFB[W%8Y: UA>.5S@%5I?ZD622$SP[85OS8Y[2
MU0A/PP]IIZL6WSHOM6ERH\;;:O0X(G<*E"D(X1W,Y E [*PCH"
M7J.=1"C/QC'C&6^O%]=/>ZG"6B39\E*%=33<@MDZL\.N1/JNWY3$413EGF^F
M1GN/>NM%+A7.B9=KYPP*PRD+F>.,1ME(5?V^|:6@=DBZG:<:U]58"Y0ZFIRE
M\4*4/:MHPN&A8T9$Z;^2D?!9&*#"$,E3X);(RGQZ'%'W9*JLPE%K\F]U!]QL MC"BHQF66,_3;2VDK41(70%**7 E7Z+5'?
O?*R!?0;K)=!FPEXQ;.9VXLE8\- M.1K)B%$.9"QU;XX]\%%Y4!SW1*2$JQVB7&GHR<%(+B
QSZD,AN$$:VUIV6E[TS:TME+'TW5$_D2]2M^Z\?@'3II9 MOSDWC/O-I'_N)BG>[ 3ZD#7?
6OGI]I"Z]%.M++C:!:TWVP7^.AY=?$6H5V!. M)HBS8'GKOA;1W%@M==!1:4Y!Y.*1I23
Y%SN+Z+2"5':]K96>;DAYH]'%P\A MF$7='9]4HL%(UZ&:J M:,'$^S0:3\5|W<7B <-
4%;]:'D$*PB'Z!5S0DLJ:>TU:$V(W?.I-77?N]JI M/5VUL$3-_?"CO()()@J!)@!3
MHG;T9&5P.]SP=A$T:$=IM9N/'Z=F,NX'7%6G%^@]@,XK$PU1!)S*&81/.'QN
M'5J4,C.>K$WB3@;"@I:R2U_UDQ"D!;FWL(N5,39'^>TXQ?Y#>VTOZ)Q,1D"&
MECM:2TET#ZR0A44T$+2P)K'R>>_+9WO/]F[V3_MW=NCCY_V#T_V3@^.#KD@[N3,C9%4#6XPH_.O:=BX&9''
M;OAE%C/Z9*B!]QV-.Y L;0YU[KD948M3(R!BLKS M76@ X3SDZ)L2C>&N+ MKQ;XKH[U.F;IW05P-
\I^*]=_GW#'.73G:58:]DG6R9? ,2LG5B&B&"F%0#(+ M4KA@]M=*WGS_KL[U=L2
NX'333711H3]$LL\'KP"FK8.|VXAV::6:#B M+<3:OK()4M<8ID&G:9S+:'0=E$6+,J60@TPRT&>HY"5G:FWI>!UIUKY-
[!^N M.4,/8C(:'B#G-A(VUT4+L9W-!7$] MC&&|,\]6&5-+MD8;X]F-Q;(%3>YZ1T]%QRT8/]V,+7/.F&:IE';@V&S(X(FQ
MP#0.T^%2GJI?
V/M\>+O$"'OBM%U'M;5MN>NSHBGL*Q>3L]&X_S\I]E!,VCB50#E7>B2'!$Z@U4NR8.4V9*%$[:Y)+0[G
M"9*XY=CF$Z'&4V3]O0$E&VW9<$!&7DKQ%$YC5W8>;B4-Y4;(ZBG&U0?Q!\,[ MI4%;1JE?/B!_=T#[OW_MCZT
M[%,\N)P^IZ.)&USEP?0H]RYSBT8.KOX@T&'"R40SX(AU2%E+%FHGN.UFI#\= M[9\!H5IH;=K>]_]'TS.-
=&E8]=""DMQ1!MP0=(6%-."C]NAI!UQ%# ]H2#V; MF7-G<'],EB=!F_OS0SZ#^?&/U/]R5B]8OJ6Q^Y)^Q4=/WN'^>
[U&$,ZSL<7Y MF-8NX?8*7IC2ARIEQDGF]7H]T%,8]Q^SZ]F3[?Z$4UL7RIU_'8Q^I'22QM_Z M)?7Y(9%<#6<6=IUNJ3?
__G;43 Y'DW^F:7/1+\.I'Z^9,IXK5PY7<73>9RCW MDT) 0U4&3VF]7IO0VF!^NJGQ-&AQG^_ZR?)]9FV^'XTO?
U4^1WN1I,Q%S,!* M\:OP*8'QBD,PBECB8X[JV4R"!T?XQ\QX.@2Z/UU,2^4?^[]^W#\|/3A\?W3\ M<5I%
<>C&XVDGO&UJ0)8_M5(AR)KP:U6#S#+&9Q7T_>&7@V$>C<_=Y1 NJ>EH M#$)P
809"X([!A;71Y#$29^S";+Z;7ZKX*I8T;'X;3AQ9W^;,.Y/C?>2N'"4/XU'7]-X\F.:"2-TMIXP-%>X+/G(C((W
M7@(G"4UT9BF3>A4F(H0;+,2?KAFX.;HGD)#9#E]&G>]MXE'BHXA+,LPQA>MUF476E\%8)55-
>.&1;0Z:),4+#>EK1GR<&P4-JI)V8" M"2X(\E*8M2#/\1D0:QTM5<]Q1 -XW/1CVOQ]QM/JB'F&G?
32A,R!ZY\]C13+\52_[Q5W3G1[:NE5%UD59,WR]C/\H9/=L&J3E.W]+P(AVF
MR>5NR57BS#,+1LAI^S4%Q@4#T9D@26 BLNH1P(> ='_(45=?=R-]6PN[C6; M]^E_58EFC<_.XF8]?
+&:.&/@LLT@I5&&H*6.[8U=^SQX9O7D+JD!74:@@X1O7PCP49#(3!'" \Q M6K]:A&O)BYZ *;&I1D8MB;-R=.NJ3^>O:?
1E[+Z>]8,;S,YEIU0ZR1Q(946Y M;3]"H3I#,$1F_(M/]TW])2&NA0!>NN%03_H5,^^GH&8CNPGI<@*L_JKBL=M" M(-T?
L%52U*@M*5<^+5L,CE'OH\HXDYPLS7ME !>1\S$3@LL4H5ZL=/ORTU+] M(R=@76I^'>'6WO*/+B;EY.4H7W< >_?
V8YJ,1\?I"PKI7S[:ZL]5=BJ+I M<9TE58F#5AEM$X/VCI$(C]L@,\W,!E]]I\9B-#O(GVT]D:R2Z+N(,7U"(PI_MX;
[@_F,UX$B)C08'PFZ1DJ4.XU*'X]5MH4''OZ"=%M%?A5/*V_AN?12 M$<[IF9N\&QV.)A]3FKP=]R=IW'?37/L[:U1/:V]HH
G04=5H [ER^8OP4%J> MY91YTF2U]W:V /%2^=&V/K][_^)>!<'UG?"E?&,8^H/^5']JC?)@F1SAJ-Q,K
M/F+ZF;M;8]6ZB5I@VB]W:$58759I)!N%%L2!LSZ#<"2 IT(!YS(X*WV,K'J% M\!.MTI!)"D>IAR@CVOE:6'
Y)#""E?]9YW+UKEW/O$IC'?;4J-)81T6[KM*X M&N<\2/'FHBE7;#7SN3_+QHTT9V_0;^7E7C:72CDI[DE<*=R*."&*5$\,>
S0 M03'9 3E:.#6$Z6-7\EI6_2&G7EDFTA]5%MDK83BQKA3(67W MAG':/65^;[@75A&G@1)C$!9^\;XT PV*
<(XPZ6IE"&M%X1Z$\AQ57E.Z+2S3 MESF'34]FR8BA&FT0@F/308&)%IWZP*,0A"NF:G>?G+_[B<96MO$)-A)K*W.Z
MF1SE7T>CV"#O+AMD-">C02S=*X7@W@)CIE0["5?LS00T)NNEE52D^G4EB]"\ M0 I4$GT+
<_[7\:AI/HU'N3_I4:TII0)7'E9]WK(EX(U&?GKC(R>Z],>MS((; MKW^!:M]4N&U<1K1XK+- W@>$^B;A+]/LYU/W>VKV?
#,9NS#I&4Y-*#M$+] -G6HPHHYX5,SMZQ_S<,+X#Q5\:,;NEF# MJ%Y@(0J+IA7*!^>+QAW3R,C N12-""D(;U9R%]9Z[9-
B3'6%CCK11AL;5!JF ML1L@SKUXCBII)K-64%>-MTE@R26!^V?VETE10>!V*A@+(1(G4NT+]Y9 ^BF(
MU(9Z:I\SGX[=L+F2Q)3U/2.38CP+T**$6YRQ8$JK.>M8(BD3K]EJY\>P5'N@=,8"(^. MV;!2#ND::\0C<'X*FM162PO-
W@^&DS1.S>1RJ3H<#4?SL^T>)9;(K#G::8A* M<"K!J)#!QJ"$XEFY5)LQC\#YJ1A32RTMM#^?QNIN IJ-O9>B(LS$!-
&*B)N< M,N!%+&F4)GHK8Y%"9;8L@/)3,:6&.EKHV3US^,NP>*PG(P,0*-5(&BD8(17 M:#M;K75. E>YRL2X?
ON3XD(=%WA#T::P>1RFR36]"XL5R22!=,0BXY@ 6[J1 M<1NS#<&AUU0[/'(+P
M4]>8"KKCP3XW=RZ&^=5_[$S>8;DNQ/[G /:I'O7>: MZ](;K%3D^%***Y4 +G#=$B$[;]Q*WL3B=
[P@U=:49@OK]E[3I*D?HRR//(#1 M5N/"DM"%"3Y 3"8+0EF(O';RTNS-+TC36XATX:4"U9.$?]L[WQ_MZ,.[_>.3 M_?
_Z?'#ZSRI=TI<_M5+:[IKPM\R_G<[=V<4][T]0I^\OIMS\,DZSVZ:O"<.% MT"F@YV^X+/<](VL,XQ942BEZ)A2)<:5%
<:77;;6T/_:&RT)KRIW35(!3E()(_M2%W\3@!+FB6>%,/M9^O!=)(#VY(&;RWN=>7Y9))=+WS3CWTW_E%:,QWED\DH
MS'I^<4M#=#F#I#]!8,:5^](I.,:S3LE$K6LW1UL(INLDUS84?O?$]XK@6^]' M=@FGM"4]RM. */]S*
(#+_*!5$+:5X+H4W8ZR7NNH\X%V:2WH8C>L<29:[44&
M'13Z.9*6OA[HY!IJO!*:*W5WNWFV;%F6,+LKLJRC@MH9M(\LIY7Y3(R$'37+AA2,WL M2LK,I:,6008M$;-S*
(UD41IH:DDB(XURM2/L#0%T1Y$N7)8NM-!*,N\5[$]N M?#2>UI?$*:1/:3P=0D\)7E]!2>!!X48I5
1;^L9R3;)B3&29:E]6M@*L%T.? MME2Q^W7F.!6YIOAYV(P&\?/7T? TC<_[P]FQO1(.C:[@P?MRX8IA DQI>4TR
MRT3P%*-=S02I#.S%$&OG6FLC_[@,I$!-|=W%=!^>WJ1X:>!0\?-2T%+FYD84^EXYHN5[PEH4_I3J1
3]>X.;0+TQ5"O.W75;@8R M%6B3PI^_C+Z]QF&_GM[M.KT]:CCXL3R4?XLX-Y\SXTR(UU2Y_>2UPOGKH*S5 M,6/9A;S-
HAMYK[#M#6/1;S'/W]URVVO-N38@;EG)BE,KX#8^?>WLFN!+ET$E M*9,I%XR1Y
!W[@@NTM*-7R:>I$M6RY6VOT=>\@2O:=Z")7" EF7&B_GZ8_'(L_0_4_96QM92TR M,#(T,#8S,%]G,2Y]<&?
LO0L\5%W;.+Q1D4.24Q%34G#+O(^3!%$NY,DB0T.22G$,UAI)C9L38S)Z]O]WS_[[WN9^GGM_3_M^SWW_3[O_WV-
W^6W9Z]K[75=:ZWKM-:UUZ#OT'Y@^;Z]9GL!'EX>X#CV!Z!? M@66[3GF?=_:< >S#@_8!1@_OS_?/]_^\WS^+^+
[_7[QH$=^B)8N7+/D+\"\5_MP(!_R1(!(8&E@M_V)6PD*#P]R_?'_)_]O(NYN-;+,B_A%_P/_U!GP-B_KR7_M%Q_BXUD'\(KQ\
(GQH'4_#]-Q\5_(XP'^WP\/+]^BQ4OX,3*$,(22Y1CY?'P8_MT8LQBK'2(*P<6"2V>,7:S;N6B%N>X%]W3D+KRO4,
87=!=62AU]9BEM.G@]9_M*B@EO7*5S/H-2LH]JMHZNGI;M^D;[3'>:V)]ML_]L/41&UN[HTZGG$^[N+]Y
M7[CHX^OG'W_I]&I8>$1D5'1"XHVDF\FW4E+O9M[+NI_](.=A85%Q26G9D_*G_M-;5U]0V-+YI>MK5W='9UO^OI90P,?
OH\]&5X9)0U]6UZACT+S+A]?O.X+8HL5K-R]9L_MJK#E$%/RY/E602E%;<9ZUG?6_L+9KS$6\O^+L_]@[*]\]0+"?
#S8X/&)_7@_MFF7CN!$HX$6_U*@332PZPZ2&W%=1)R^_E<5ZF3".%7Y_R(';;.B9K9EV&;:_M.LOZ#H[$]XV+0E?
[$,$4%##S18&7X>4HT/@_!4(/T#ZK4$KHW$IP9.H2%[DC_M^ASW4\3(_[3^',ITLC?
\P(,"7Z*!#_[=]+G]>$A=#Y:T'\@>]QF@1X#*'!:_M5-1V5+\AGV54*V-2!RZG]T5-D'8X/3SVM-JE;(W.1,?9-Z.5_W5'G
MF>.@P/(TL-H*/[*1/F?1C8=F<*RE9;#D%B1A_@621"Z@_-EF#_]+)++'NO&G_M=]@Q&FNH5_67I>21K*'NP3ZB
+RMO82ZZ5WO*P65\HZO7;IV\EUM&U;H[WWY_M]:BV<$4,=0M^PH^5R][#+4=6!C<22Y+)%RDK77&K+^8;!^/\O[ZJ?
95%<*:._MC*PNDW'N4%&K>]LL_*!K2N21W-$-*SZ9_GA-VH"X-Z3]PEW?AP*]_E]00#X3_M6:N+_B'WP38'VE3&(Y
URL6C0'@-U,HY&OR1O@)_$NS1:Y@G7+VH&:*_,4VI_MCH9S'%8X7%[>-2.98.Z@^D;Z^EK3P7_5Q?

33WV2#UUG'A]X=I?7_1BO;4,&Q M,6%MZ6]L$,'M;S=4A<58'QK##-?T##|<<0X,:79YV'LO=E*RY+WJ*=L/*=<3
M]JA7&VWB_U0&[_9$@<7[4>!>!?C9Z!@*#': =1OHS,,M|^9ER&&=%F0'L8#. MM*3VD9_CF0>]WTTVX$HHY.D4'U-
XA|?J2WO#/#5(,7 EUI?1X-'|58HB&PQT#S]E]:Q#1-%'(N M9O6KY1O+CL_Z)B|9V/NT*.3LFM|."L?
+.>^^M7FYZ!OO7YI/AVGNM#[B@"*N MC+^6"FU('J|-O-?C/]D@+UO)|HZ%;?+ ^8]"=P_I]J@F73]DH
6(OJ3^$IE[$5ZL1T]^P!(7]D-4 M5BU;C=5]E:39[|WC7V'!I-5N]P1K-1Y0Y$:EQ'*>5%;<.K;7|^+R[,&3P7E5@!|K)8?
9A[^A]E)I8\J|S'Y%S 7,!C1RO$TCWOP!|(6> ^ZRE^6'H0L>CA[ 9[|&DH8&*|$_="%-:) MF#B ?5%C|:& D-
HDLMWXK(0%_^0L+(-%H2K[N8]08&(0!0B)W9,SP0#6SGWZ
MU(V6WDGD(WYZ;D(QO[)TTW3VJ/|$_NN:#XI)Q^W6VR1EFIR3V;;'KS<.:L+"WC487[>Q9VPD MF7#DX V0-=.
(_:C#P&_0@]CK4FNX |H>|)B,D&%3= L,O+>XRR0&W6_0Z;U3 MOUKWQ>O6:HE-#5DG5R)7QH:(D*K-^-
H!.J3,7T..H"V#<8-8@/O-?|N@9@3L
MYG,AQ]Y,]7UU=N5K]JCXMNCTVBL>X*0]&+RI^VW%OJMPDTVE@MXH|.X"@5ML(,L0 ML:I-WTBN08'EB#34V]B
$ZZTUX@J)Q,Z-8B&UG6[KM|OOJUGK+VK6[7ZRDN- M"Y=PXY8LDT'B!*6?VA?(?
D5C/NBHDG35#Z=5YNI^$IC*7%/:-2N#(E6$*77E<=_AAT>U5^RLZD MA2V=SAUOX=Q7F.)8T?
IOQN2,XIA$"J1L6')W"5(;[[VXSU$+S-7+S7X!3*OK M'@N,I1R=)];A"_#UQ!
4*"V+I7EIOFM#@1I*+UX"UG.Z3])@$F*]O#S5?;;_M II.Y!E=|)1HD:RS-%/4VGU214OK-
FNK^CB7@@+'P4A*8?)X#^N*X0K2B;;/ M$(L5:-55:44E[>_4-K"E1FT<.'>FR;5Y;7Q-QYS;:N&V$]8I9W
.^A|ABNL:&A=L(=@=?MZ4R?S_6_@4QC MT4A?]SL>,2UBT'E9"3YUC%P/>UT)O^V2|X'=SAP#Y U=FM:?A0+,?:(2P:]P
M3"MOW$BP+JUKQL'*.&* <'7Z4Q'9-KQM7%;#]U5J:_NG)Y&W[MEV;6M;E.BA M6.Z5V( "C_4F-#D.]B1ER(T30-
K#=,SOIX3)*SYF2=U)%P|?_P#OZAQ7.%64 MCFP/LYWFG!UWN=DL,]:EI)X:Z],"Z4LSGD74*]AT]]. 4YS;9/K[_MJ_6$-
XUY**90;F>5[0Q28WF//F.3&1]3IBS_M^-AL;D8)5|$&RF'QF1:]]9RHQ*^F]%1),;DY(O(I;HK/S<^>2IO]]EZ_<>((?%K-
_;F&_H>|!3!A8WW'MT2H7F7OPIM%E+9K4$B=,_MX!_&Y#1S)$G.7R.);^C[[4UG&
[BC:YC=V8*&NV,Y&KM2F'|=P0T(W2_M(S@XT%A+?T<8P(444_A@6Y;QEZB+,ZQCT]?'&&Q]D$S6=->FG?=W[/YP6|H_
MW]'<4C@L?-;HRE=< ?]X )/"YN?>A-=RE&"I|/YA1_'VUVH!EW:5=VP|=3WK M2<6MRSP)=NEFLBOY?#MY=@)|G<-
WHP'5^[G+"K1=M0-?9!RG;[NYXWETF3'@ MQ(W!1GQ:MA %GCLAVD&__Z93L%"^4+Y0OE"^4+Y0OE"^4/Y_>
[G.^MO9,8=& MY#E'2OQ#@UDKWH>8%.3O4P:HU_#]--Q4>$NO.-($T^?U5>>1]IU8H &#+V7Q
MK@2.TC=P>/@!'U1S-UJ9;Y:#B&#Q[(W[P=T@FX4"V4UCL_,T .QO]Y[;YS+A MAP+>N'E2.@U|
&#H/|##5'9HAG_VWJ?,+U'3]@=,#E9=R7CVF%9JE_$D+GR5
MW&I)'X40@36=3Y5Y'N\2*5;Q]!1L7.TNM;5UI[7%)H#O3K:E,2"Q /\ID/QQ MW8!(['Z!18?D.2.7B:4H< KQYLI)
N#*PQAZ,_J /RP1V/2+_FPYX=_.V_\D M6!BG_SM@89S^/7">B",1'OFK]1/B2,Z,F,DB]Z,F5TO4/AA^>6DSE1W=91+'_M?
J+ZSIE?6&#K)S%B.)|)P4$]C=S5C8A=]B8*K.V>P']:@ (;ZEDXI&Z'$PJ8 MWJ<..=+.,A-57A:IRZO:5AJHZBCWI8LE%0H-
TNCP+5A%(AXAP+5!_'#0_BIUZW@W+*J M(W=I1!2P?N*$7'9%@?X'X)32(&6,*($";X.|85D|8CJ?C>"P1RS>B@*9MU#@
MU19C%/BDCV>P|4PK|OPV,ERD342,J$D/,KE'&.1YGDS,)F>@P(N(^>YZ_#3. M'@66M*! @F'.CZV3?R!Q[+.
[\M^2LQ8I81&X_%U8S2*L8?)#\.]:SOP9>7-' MH_&=7BM1X(X,'E+%P9%@/LD*!7;-T)AG4&!.X9=[ASQC'XX?
7D)&!"-08!UN MH6?^*WL&CSVC/Q)?YCUAPR%"*-
#8JS0ASB(@*]0H1W'IR9Z/DO!KQ.HWIZ0(G$:*);,T1^KRA._<|=8@L]OC6?E&I[LSP M[)6[E(]NW]?
B*.9M[%S.W;_VA*,5SY;;_*@M M@T#B&K Z&/]9A%*LQ$V U264 M*6M#%? =+1L4E3 /M[6^94*1*T<6([;9K4.?
^9^#)=&6QRBYR.0*Z+ MS[?7T.;6G44PL6O[]*N&-I@4'+E@;_]0. N6X.$TZ3J0LWR&S%V72DNYA*3B
MW<$Y7!38>A+!0XB=S&U-H0M5L5CD.!4_|IX>D0RA0 !Y$@=9O M-F-
)H*H_ILS6WU=HP|WO(8P1!#'E%U4[CVDT|VN_J%/F6/-KX1/?F^9P?Z(_MB)?
Q/VB:CK^A.&GPMI\=LS%4QUL,NE#CI_.=,H^L",\PD7[G/F#@P_VV6>^ MV+W6E\=HFV!%H2G0_45SPH5S%-/QI\'^=%
L>!4I$)K+A>6@*TQ:(TU_9=+.M[M0PD]2@V57UKZ@GX*:>,X'=OOM?&$>;+_MZ#4!O93=IH>C@?D(1-",XS-
&*91/8@XR;&KD^/=W&;K"'JP)ZM7@U2.]W;?._M>#I?O_%^U,]#5IWLX2:^5$[!V4]#9HE#?7<*A5T!=7+6!;_']
#>B=K[JO$I M(59;-%X?.T1B62!EQ/AQ_V'"%C2O2Q??.EY19P>_M6&TZ0X<.8%:GC,(*!HY:]&""YNY56ESX5Y,
<6.RW\:410_S]-4C@LKD._M4IC$L(Y)FB<14BJ-8]QIM 9[HQL^+P(#Q|^VG.QVB?>-C+?OO;QC$I$5&C29
M<.,$DDRY4=BHTV5'#,7>5@D,/SU#60$'!=Z).S3TQ;[CB)G&Q=RMCGO"%.)7 MWDL(2'OM"44=T1*.>(CUXWGD?
>KDA .NKB44MU([:,M^*)=ITN@G+P&%NMS- MS4KZ*J23GNN>L*7R2/?9G.M.OJ?WFBTO6BQ.5P>K>
<=GA$3[$A%!6>^!X[6V M^.+/[PO5,[]PA%]"V2[<=K&YH!PZT]RX8T84TFR!)7!'6_G $XUZ(1/45?C. MM,[V3|
F*=F-.QH(^4!0$F;39;A/8,RF+1KBQL,G,_%" ;/DP^3:KH+&>ZY' MVL:3;3JRKY\H*=Y;W5=EX_!:LG2-7Z_O0*7:8/9$!.<$-
L.V&R@PR]@QW-)* M3P9N.:394*7>7KF=13!GHD"X/4&>]VF'956+G]M9+T6/W*U*O$OK^E\PN@ZK MA(I-D2']-
RT6Y=QP1.S]NTCB&'D;=Y9+/4(#? M\9A=(T:C!13AK+_D224+%[&V8*=6LR:[I.B$R84"8O8S(# 9\RH\X#VA['[( M!\-MX]
[ROIBF*0?5UOJE:[ HT3-Q!A_K&401^|V1!^0>)VS>T=G\?&K=QX_' M_-
WD3LE:4CB;@WM08'D^"GB!\AACVGBW9L+^#@-/!DW0#GKUO$]C77OP9+H*
M\T,=Q>7ZY]*/8R*=)6]=CS7TK3]4[&H2OFL]XD_9A[V\H[%?">ML1[#:1+LE M&@56XT_2Y/Q-:I E3.F8$E$A>$MI-
ZS5&\7ZF'%")BWF57E8W>ENPDV7Y35K M>"TD/_L9[-G1B"QMY)R#%!!!-2P^(;!SF$>B-L;/=VCU>7R4+T\F]>KF>"L8
M^9W^_I0V6986"#K]FO16/#;$['8HP>EQ*"*0WZ^LD>C9$:S$6C%]:B-<%'*4/OTMR=V\!)EV=QAU#W.@JK;&-
LARU0]P'F( Q!H+'[&YIS[ST[1O*RXQG M/.";'HU6OL,;K7H_]X&#&RNS=^30!ZDSDI&Q5)HVCUV?-ME+&$SX<*H
M_ET]Y#\"_I%D6-8.BT.L!I*Y,?-^"#F5=BQW2@@1]>GP*D:!;)R$?/>^U.'2 M*]F\CZ]/(8AC.;4K;4?@H?
*GIAN8S1V]S>%)/6>KAFA)!A8HD- N-B+*7:1/;>MDOWS#)'RK?YN9X<9]P"C>31:CUU7>I%UT$-0P-
M35:53X6OBE3IZ?;NI]US%@BP4AQ MP[I$!16Z>,B;%LPK9?-#41R5X&;*2G&&4H/<1B(9)UVRPZ->?[:NVO/FS=
(V]4%^/*/NN=07?6EHR]Z4)?Y4XR+.RZ.#-FSA[QNV:?FRHN'E)C.' T@^LNH< 5T)T8B2LKFQ"ACLC0
MZ@F1,L;IH=Z>#.@3TLPLBY@P=9U^9;:![USY4D4Y+9W3AM0Y4G(RRXA|>5>8;
M)$=@K!$FMG#6'B/90H&I18R_H%DV#F9>;@]M4%_MHO&!?='=%LG<)O>UUQY_'#Z[HY:]AHM-6.0Y"A32K^*_Y].^?
2|G5',I(,Q;_MTU1//^QU@G;9](7E@);YEB8%)|"K]XXR<.G9/UW(^)|*/-5(!PI,G2&*H<"X M41=^.MH=
<1Z;=_VIWOV3%*L>(I*'ZD=PTPEW]Q9*4X#NU[,Q4W?4S[_FYWMV M#L_L!HL:N1*:\+T/*,!ZZ#T1A
(;9]C@,S?,=%C:U'7PL.FP#GTB#L3H8|:#V#2+0TH$!X!3<=/YP!?MXPB0)Q_M-G4W+/C[P+^C#,_
NM.%/*],G#.K0(%!:]9ZB?]-M&7(\T+7^VE1|WN>3EXI_MH90=K3U__":Q]$E*43#/9H5]>FSVUD:=UG$4HT+0>D[-
QIV04V+/+D?YO_MWRI8V#KXIUL'-G4H(_=ZT2%ET8:Q,1HV8ZK7XT^)\-?W6N=->FHV4*+G1]I)
MF@;#]%%X9]%#CFM1NL2Q^GX_-20P\M'U[S7PT1+6$TCBKH02@
MCUXK*E6RW'G4\I2]:>2.*UKIYWY[RS]R6_(;93R+XTSR9"5'>AH*!+_'%W;._M5]-
Y*QE>=LBF3K]LHC*@P[[I^2V6T9BWZC?D#>ZWQ23S[S694'E_MNW\H&+2S]U_@\5(W]2/F[K8]R!UPY[C\<
M0OAO]2S#?S<8&),$<,RGO&C61_MR)!G595&/]SZP[GX5V$K_L?)?P#WX[[)%2:1V[@*40[>C_BSRK@FC@-
J6AE+Y59T&LKEN_MZ3I3&)&/+C8-=%;VI.IPU/;6''MZ[? 9C00!A0?KBL?2H&IF;@UQ=;#T&$V@_MTC?
9,Q.*.)#PRD)*>]]W^?.3ZA[U_8\BA@.&SR]=Q/>&=I+2*]V_+[:I=E : MF,#48S]=&);.
<64Y0+KM1[HR]!+=PG:5IDRLC31Q$:\NZ-)-O+1$\,6]U:28
M.V"U)]Z#W$L=U(OEAU=PD*5E>@V4]_AE,^%M)2@0I04<.30!>SP][^G=<%4H*'V\#^6[A"W/@N_MSJ:1X$60*&
<+:1_K+N1]T-P>OPS:/N_MP$?QMW7BZU>?)A$Z,K)S[ZV]_:(?]3=>,M0-> MZ^G.B]W\L&6]23SGQ9O_^;D^9&D
9XL'I4AO/#%CQ-&0&=0=_3L/N#V"C08U_MEH#B[]VCLNCTC\<WSN066_#7XV1!5\S;_M4@%A<10(2@MNO$2=V,$>
<<6?NVD2O_M4V$K$SX:G4_!?AP447^T$-)C3,)B(/M9![SWM65Q&C5\H,>)Q*HB;'[M$6^N_M=?D9-$0[\'U1

*'31X5;0/.2\]T,%F(U5: L6AO3,R^,YNR"C^U"43QSQ4$5< M:+5/'G%/CK#EGFKG^)>+E9H%V_?M";:( ).;W\0.X8@:L: M7;6!6@K^[8T[O' 9O_GG()H/'J?,*3ZE<&,Q=38-3?!@44#^*ZP/EC(3]9F1N;G^-#A+!00OD,-P, 3FE&@ M0I2H=$VF9E2)W+IO^UL3/DY<2?A"N)BN9]>Y^(;XDS6*6R]OWF 9C- M!%:[T3P(*X/;\<64!L\+> [E8<./BJ:LI"AM6=L%^8&:/ RM'Z^:N7!VX**ON MKKKDBI0]L88MX8NS]T[C)<'] ;3^0=Q2>#,SHB[?"5D:Q Q(;"Q[ZD,.FQ:H M]-SB;I-L4Y!R\G(UF Q!JZ[07.7:P K56D5) AXE'317,K0M07.9F;&+M>?IFG4EK!I&Y MGQP-BE?I8$ ! (RM@ M0JE5]EUDF2=OVX)M'LB=W:]!&>N*&YG5,?=Z<[U>UT MO=VKRW/MRM? B/WR598A2,@NG=3U#9K*1)&.BN$T? F]O /(2 G\7[3$!3G @ M( W;P.D]DA,S [B O3']'[UY36EAC^I4U)OZ;P=U$WDH? 5COC]F\@?Y6"$4,4 MYV]U+(+(E([2U$:!DKZC[I8FZNLW'G^9XIE=]]2\),DZ"EHH.KEFS]W#L5\OUE4\& ME3NG;6"IO8WLR$[0B1,DRPZ&NO-(VT(XC;V2U#IO6\4H(ER]@U3]VF&[LN&U9@>M(W^'4PCAN+ B8)? R\M!L:1C!G+WFYUS_*]G"?N( MF'XXL'Z:$E *9CU[_LZVT,EIQ>%4]D,6'E*RJ145)(ESXV!99NASNO@I5C]9 M<>6!6ZIW=/9OKS;F".N'O?8P2/"T5(R5WCB]N^7K*?4L6XXS('$$7Z>)PU0A MX?(,-0H%Q QV+4F\X^^W[TE'R;-#P]? ELNZ)%1>^?+>(86G[&Z 0!4 *QE> MK=E/#*G28W*QP3K > R(I)K4^MO.0;RO)K^"@=3R?8*0ZI;.Q?L2IOT$>X M? ZO6Q"$2+8E].3C2TM&.8XN\PPG@G:A72^E2P1L(0<%/]T]<[ H3=KY=8QYG M4I?Z;'#.-S4H]LQH88O:Q5>]BX X.AN? 7MU=0^^+;K?GWM7 GZ*2*0(S^'#* M\A**2-. Z-*12^FY'D%N T("OZU 4?*T]'S^!2\[X:YQR22'4T:* 6=Y)B5L M0N$CW/*+DZ)(*Y6S!N:'" ])9A Y& (TV#40I+:_8R+O3.6.^R^08Z*!?F>K M#[F]PVWX(/G)^8BO6 -? >B;;G)M?)86\0P'AK\A:6)ML45#>2MH5R$ !*^?1>:^FVO:>/G)HYX[=T9^#MY+.0$2.'KR6 M)=T(QCEN+'U+4F$<4'4P.=;Y]/#01X$&,\$[105;K8T7WTZQW]7(QPB6P]9# M\LC-^2^U=H;XX#=5ZI 3@QK[- /:H7RUA!90^]7)/.2U=*KVM!I$-N#T]EGLK M*74EW5\]3K;X_( N,'\IFD7M]6. 9=J,CPR2^> 5;?#Z'*AQ@%"7VW?+0+S? M0=#6*7U4S;6RKZ)GZ';7=GM3A>H$&\6$EP7WXG>WTTY3^C1K<,6B9-B3J>; MC, HIT<1EVW4L&HP%.CR6IM]Z GU[C=/S?SLL-3MN6:)OCTVPGFQ"8I>NF Y M"UJ)FZ%$1- ZV]U1 T]\A[RA%5%C#)6'Z4NHIP]@E &2C#.%U@;=U MJS=NV-OA?3PRUWS%&>N- !5$RAYSD&4RE07)-2Z]]_V2$X0YX!#%Z/B^63T%-#=@EP=.U8%P6C,L?95Q>@TP;ZA5B ;YQ M\EVB+9,.2X@VZON%!\NXR:]IG5+O.@GJ:SU]5G?:?]>3X>F- M\<_M>6GJ,Q3,")U:_RC.[*]8_[G! [YNMY/I6D5R'H2ZS'@3'KXNW&9QD&?M MRMA/:A? QN3BF%3VL2@OSA*LU1:"^:F)16$2#"B+G/]52KX<7+!%ZL)8H;B19 M\J$@7/?)D-3VYK:IM.1V\[0=P(^])LHFFG08 .GZ9AVD(%RAYP"37< M!KD+<9T8X%62IO,#CV AEOB[K*PWE(!% G6VQZHE1+[L7%FK[Z =]=0'X!L% M(<7;7YX'F2!+ZYG)A[BWI(^0&3,MX:1)@9ZQ LEG!84!GT\5_W;3L+ L-EYQV\'>!Q77;V=?;4> X_F]OWT1 QFV] 9VR4(T3+(VKL?=MY7AL M;WI6!GPTC7G="!?3';_LE# @,+R70>U[P640=6^HQ>.;MO=NMHWHF2B8K'N1 M=H/Y7%^ENG]PD5@]Z0(VFET0J#E!X,C7H\"B<:9QK-['K=#8@,.6?6_7)6AN MOIBKMIUC/V%B=\O'/-#<_R Q]M6.2B,- K9SY1/85*)M*DH3T!D2C$"G(?$!3 M;C35."KY #,B;(V9YHQ=D]#]S9-K;=1K+Q34*)_>UB Z-/M\$E)6@B5PSR]U ME;&H Q1X^:M!2E25DG\]S[*LW,8];FS+HAU5UT_FC;^U][,M<$I./1)P M;Y6SZ7-US)7/DVE'A%0P2C]S;T[8E_L'5K%;()?LV* MW+]U__7'DGR,.09+*H,YRY[ ABR09,JLC),JIA3?N+3BP-+:-)$#>?G>3HLN ME QXWKNHD']):6*0HX]TXXHUPVBGB9"R5"BSL!N1MGE.EC@*I1V#?.Y]O#_6 MO!%13C[:ZIF=D]3XU#1IT? EM>Z[W@TD&;Q^B0#2-!W;#&E7"6HQ&S-[, W@C MRR2L:@7R!@5Z@]?:4V2&K=QLTA59.]IVR>572OFM]5HABU=Z$QAA;.)[F/Q: M]O9.@W9$P"Q_E"8&]M^A,RTF8^35DNYW?N9F-$88],0[G- %.II44[4ZE'S7O7^)HA*DUA]\DB3,HL'B+HC@=E;W8$,RLZC>4 4RX^PQRO8/^\(\F01# 4P' 8RVO=!49P]_O:U5>OC[(5T8M9__M@X(^]S3Z1E ME:4]C>FC'Z>$"'0.XE:Y^6FX/(2*Y]95^ X1X M&O.B:%3))$Y!%#)" 2?/+1S!YG"IGDFOZ5Y^;7;76 M@[88[/\RN6@L>$E4;/H&;KS/]>X)A3>O2HHJ.S?VN_#E?-,XN3, (X'U&8R=R MDPW\F/R(8'8_'E(%]RO:8N\J1N_3?>Q$&,>!!4+!\^EC\V0=V[@5W^HY;"6ZGHE=FU=W?*

*J=U_SY.3LLHJ3#N$APM1$8GZ:"+,+627SO^,35L!5L( MT^;.640+9OW+J$\W_H3I3YC^VV&R1K3YS2T".RB4KP6_L=X(A?/W0GP;$*Z, MG.K..3C4RW=1;>+U^/C(O&X>?;PW,V%O]6V&T:6;XGQ)6+6!AU#.1]Q' ,,9 M0:@/_]5__G]!5ON/9X5"U,=>Z+@ZMG5+P2=D+H]WM?]IO!\O! M;9<;+2<-?W,G'@I>'$7#B1V(NR/M_LV+TA_X".]V$? NPB\5(R!;^&5/\('>FF MZM1"?P6\GTGXTO;1[@U.B[>W&$W]J-Z+5GZM$8*/8_Q+Q(#ZC)6RL^?Y,;1S MBLRZM&R';\7F5\H*"F39SPMO;$LQI!\K2\HY]%PG4S/!)?C7Y+;_+!TQ@_SY M+X6$\1^&^H>A_@G3_]_#9()EQM1G1/'5)DB.P)AY^S7=6-NX8P=5=L'CM0U\ MV]N$1@;T(\TAF_0%YFUO2&).?1? ]EQ1$>.]TSG*-GBW>7/"-;X>=ZMT/"'#G M-&5&]O9=WI IV?;BA!5->O/.?;S+_K1KCHX\NV#^!6)G)V,7!VS$Z"N? 73=3$KUQGS6\NH"\:CV9W6FE5@ZJUF$W_S ML8R\K0EOW\KP/X7T'715+B_Y>W\[% IV0&&/)SN+9L@B? 4'E&X/>]1(*]J7$ M#FP]%?6=VELUOZA(W_6 .W*OW=&E/L'?+\VCEN?9^PX"-%LO?G:56JWB?#%Y M[+)_DP? A7,9B9[PSP MQVMPH]-LHTHPGRDV;*_MF&JN8NW=W8W.(IXE/^*9;YC4SMK7;%UG'_NZL MAL0DYO>Y=*!S[R@;,V;, (PZ8K9G7'#C?'_I!UK-&X5=,?)&-_./J^F2WNZ?T M\V^6=IT8B!I H:\|:M[_''FXB;2K'G*CPH.3:$B1_2&"J1M=|^(])Y -9YN5 M[-6ZNH0YWS# ,6CLK9[T'_HFYF:T?O]Z.>H&YT<$ZS*^$WF<)DT[3[M5KTAO MTFWUTH+N%!'?$LM@#+2?5?O ;+ <]_?UKT5/Z'GJG;ZZZX>YOI):A-Z6:>.YI MA5B5$UZ)W Z ;LNH6'SU(F=_)!]-"A9FP1L%4A!M[>VQVG0F(XYG\G!H_KB" M_X7I^(0W)TZ,E*/T5>\:?WI=-8?HC?56Z\'$EQ:][<;Q7MHU?8U8%F=;T'[W M00+F@DMMW\9P+>]AD;T[E74? KGRW>E">B?C($3, ^]1(#.J>.9HSS'D/>S";\ MWCY"X]{BF=JK%@LM5UK:??V)^\SQZ.YNW,)KFNE.+W<3^)S8^? TP=EX0E"IZ2 M>['K0U.C,2CLF=1$AMH/BGB+7//.;%9'7++WP^K;I3.!VO12J[DVT7;ST3S7 M,QLJ,[9X[OV.A71I CES7A@2C QR[SJX#ZCJR"NR/:.>OR.[_$L6IZANP-1A MGT:9=L% P)NG+,\- \N>=RQ^K/T1%%,A_5>L4R,^Q>H9;>P!>.0B\I"G,,42L M#,MZ"P/QBM]'R]S%->N>\|TF"_U]/D<^^>98=_B]<4$I;@" (ONN;/@/PE@B M[P,4Q#<3:+]KUIZQEN'JTI/W=X2T$Q"T:\5(5[.*9[UT,@ZIL-Q']Z]<9R#1 M;W=QOM)6: <)#^\3UW5D)4!L/096;O0(+82$0H+HX$C$5-C_,13-]VZ$K,8/5 ME-4"V\KDU75G'U;9^UH=<3G[M+S]HLC)B6+ R"&WBG\5GO12$$8+-!_.+F%7 M-&N3G+AB\36[#*_@1 1:X(LALX9[CU+?/&]0:!E().Z-L].Y6&:UOR0!M12@ MWX8]@Q_'G1+6"F3+H*D3PA2RB4 M\="@0H>:Y13VUO#!IH&3'5K^IZ-ZPOR. M;Z/>V^-,? YKF5+EPY=_O7HC7(H_@P1.&QWCA4&(I20\2X4N1O*#%4LAQ30&7 MSEAK:A.HMNIQM*^]FY'VF6DO)?7- S3T2#6L^)54ZSZ*1$M"R&T'0/%H5$M9[GFAW+UAS";X: #S7F/ M:O\C]? 8"EDG%KPUN5@A<1M6$1<&KH#HO2)P5%!QIZ0[1GO0$O+-3:^H<+?]A M:6^\G6.>%=K8,F1_ZRC]@'ZG7%%V;PEY %^[V$88I;*,HKG&=F!FO+56@/KV M7'T@%EX'!15*XYRYIL_V#$L,=2EIW#CMDF4?ZY.PLX,]NJ549'[ M0- 3B1YM406[W_BI^)(\=7^7%_^>TRM MXN3),1L5CY+[JM')(CN[=PRZG!:9D7-=#[JR==MQ\=?V0^EL],M$AHA[KXIU M]I/_^D\U'<51:0?>[(@YJ7':I/74XF\Q$_;',_IFX.5[]P/N5RI26.[J(>R;K"SY]^55*2<_M[)8W>O@+(Y!EP!*J?$LDH/98WSC CS8Z=71 LR+5*=MA^(K#U0&/616=O'4N M:>]GS(E&UV=49?12U^WW"S[53L,0/\/,>'Y"R<6Z\=#B^\5<=YP__M6+ #P4.9+WB9[Q1Q8CK[8-[4+G8=!++#0,6,7!WX8R]IK25\LNY!WS$*-DQ[^E*]YP#I#!_A+"V^L!JYGU8CO32_F]O "X1BP>UL@<7^@#%< M%%ESI"/*H_*H6T%5KHZ^R0G7L\]1I<'':9DZG>1!!"K=4M>2>X!JG1=\2R*-MMTKXV- HT0%VIKMI:>ZA92F!F,93SQ//4/B.9+O\,G_&=-UA_/=GIEO[@(PI= MY4>]BZ1_+@4\OHQ:"[3LA3I7OO;'WS8M? _\SG)G]0[U]#W:8IRK@-T&8[2WGF^A)S M:ZG9FDN+J99T".PX8^9G*C1ORZ@+TJA*F?WLT,- +O"%%W6!R8..HJN6[@;S3 MZ$N/&C-YKD*J0)KO;#]E+'F2&'@"[$TB;R#>_F)M#9YO^IC=M FDI]NTL,)2 M(L+SKF0HWXF[$KROOMZX[+]#@XCXSL5Q+)VQIMER!E-%:\,-BK%Q[881SF#W M7%TZT9X.I*R?OC$ M990<>05)'?'-)9+?$,D#)!RMKH2B'I?7L9364BY=J.I>D^90KA6RH/_M1':K M;KBFI@;F@A-*

*>4N"./#*V'QQFI;;@$T1YFZ#XP$!NU-01O+1N'?=J?J%_&N3M M8M$TE&/@>JG=C%ZV)5$_?M!)RO&&V(.D$6[{KN^ M,=$*O\3SC6D\QNI5]O?U )_4!16Y)38D'@OQU[OR[>%]9I95*MO.^X[2U7.: M-2C\W^^_.X?6>L_7)UW}(IKGKQQ3DY M$RG3)?.07=]%[M_+E;_T$H7N7EPET(/B^8C,:E%=1@7UCE_N;,MLEAN&K?'0 M.%LQUE3Y] (XE]}7ID5)W_#M.0B:>X0;!'XAZ_5NVNAR4_X*MG>;$\\]"A;R" M;!8) .VPR=AUL#31Z->NLOZ#"BY#\/9!5N;E4Z? B'W?/O+,PN+,W":?G=J[U M8&5=+4D2NH_(- D?L(3=V\(8&^;)?^#,!KPU6'? MIOS Q \ZX86]@T\NDY^4 2W/54II\C1F"J;JLQVO=K)L.,X4+S%'QKS_87GW M@ZG*%8L!7K&$R<>-B;@JI>_1EA+?%F/4I84US:L1KVB'ID):]>3>7-VA9N,9 M6'&0K [M;^==\]:-,?Z>G6[6]*3YUQT=U9,/JW)4[-U4.5Y!+VRBES;O[FQ_M1?/KA;08 ME^%F[>@2]* ]O:RA(JI_EE2*@AG2;#2+1C?YM>W63JRF//BDJIG MCT&ZU;H*OT$&J2$-:W14&A:?'6'4!".R%C+!M^.1)F6? X>=RH1XO%@+H>5V[S M5R]B[*G:DT'?3R^C.H:&')?24(=2.;,5ZO)XB=;P"[ MX35M7$L6-78Q].,RZE9L)V6]8'^064U.0]>P14S>%>YVA_(:QW+#S?2V'*%A MYS}YE'.7!*H(%5OI#>5-E06R\2G+]+,1:OM/<17*0HKGS#E3AI>D>S[0RPS> MR]LS2UY\R)9 *3-%VE$7&6!@H>!1U)%EU+-T-DUHT8-_=.)GX3)J]0>@Q8!D MPI>&>X;QBF1=N"(;UAB;P"8W[%7$Z8UWCKH?=(G7U M[TRSOYQ+=-S6V9(P]}K{ZES+P?M.-Y]MI>X5UF$OX,85V[$U!@Q)1-K>M!/X M(]0@L"6LKR,X[&*Y#7PD.T"DJ\M3@D>0I\G*L:T]D^]L!$ J M2,DYK*KQUB>KQJUB#\AMV+6-^@3$E9+G=V9):0NUW3 M;+JY[RFMG> M8TTNVY[^PRP0EGXYZ .5(=& [*,RUW@+-M@N[]B!'P+ZM(R?F&W8&UT@\0:-'Y&WF1 M ,X21E1Y{EQ&NT/$D7>G^Q8%3JS=1J/I!^,/!7)P0=UQ8PO^Y^XSHZ,.EO,_M3=SY>?EZ .D@I,_-}P):+L$J@F#P;AJ2ZQ:=G;81\ M,7A'[;.PQMLK;(+-W#;;NL#+0=HS%PLZ$Q)!*H':9P:O@C0LO_[,@I%S&^; ME(1? OFL48:-%VT(+O,:KV9_9N\IS"O2"M0_55=3IKMNW3>I,B28/*ZS"!H[O M#GN)Y.UBFS&DB:8OQC1CFH;381F,.LF6*UT]-'1U4?_4K$IT/[W'[-,\=&_Q MZFK[^,$/V7<)OMPP@9SFE&_;XE@B?1E5Q8@'F/>742H_@E1>>M1%D34@G8YN MY_>-->Z@25?%::4197.B=K*U5UM;[WO3=W":"W+HR'DFF*(&=L($L12RT$>;# MLIU,7!(@887'WFK>0G2?2 ]2SY/1-QRL-&\OV^WQ=Q:PEJYW[MN*)0)5*+G M>]B$6]>6VHW',.PG]3Y/H+DIW^1\KF)<=9#%%]S:Y"""#^',F<*?3U?T:%WE MS7X[E!^(LVJ1U#AH_?//]/HSO?Y{T\LZ%.R-I_G3QAO@M>NA[BE\-*P*QE0^ MAE_# (1.0Y!G+P["T;GOAH;PM_WV!2U+VW:R*.. M+*-X;X34"S\8HG W38K&3,+*-JM Y"4O''2(%,[%T'?T>[B--Y:%% 4HXF1-MAS.KV-Y-(\I&NJY7@T]4-QJ"LFRL0+87EFCCAO J^YI5B*GM&+%EE+\AVHY" M7\I%OYL>)#1N9GL:F2=L-TM^NOM-;::)@^7/=X^C=O%;0Z*73?\70T;Y)_V3_@FMD;8&W5E%::7"T M4J?&A()?]JZK-@@+M!#&8<\QE+L1PBSZ>]5XE2ETA]G-D*QKU_=4;&M>#;XM M>IK)]1L+*KW4].-C "Y=>^!5^6T3F0-RA[0D%EY1SK[[]Y8TQ787]8+]S,PH MLT75@*J99K5W\]$++]B[G5E#>F>5_!>"/X=\$=UN8K5EZCH*DSDI"3EQ97F_ M>QB;P^.4VD^IL<:DS50!B<:MHQNO]=OV,FBA6EKGE_*F_J1*\&S]UY,?ZD&G M)\=/ER;IOP,08BC+:^? B./;FK8C"9*8!*N2-A70\WN(QY,D@[(R@6I)F]'' MYR]D[3+['UYQVQ2EE'OTV>M;R=Z$"Y B=_O4HD"NF^7:3HFBU5#G==FXF^05 MPU:;=6-8E=RKA=(=967"YDFV_FNG,*)]?M5#\KES"]NW(4SEA*9QE3TME$E MQA$J5@/+@=J#CQT*9AG/!C]FW3IP<%BQ_L@W'*7DR$>A R(KHBZ:N9$1A-^ M]4U-:+:H]*^"N\VN6'Q)@"V;#].O]3+^$%G.@G#>9D;@J\V0LE+E M!Y*D$:\$%"M<&0G?+S!^*M@-QB;.?^_2>%GS'4"(QPB? VPZLJ-R MKZ^%:<8S\['&\8%OG40Q7*^F:)$7B8 IX" M8FBJC=KG:".49W4W0XNLG-AZQSXV^N% Q_J5E&95<5IJSJ(6Z@QG7./;F M,;I&Q7@-)++I_P S8U'FH/\]<):70XF %_7%&1D3\&M2YG+=OPG6ULB#C_V"] M(B+.*? M"4X(UX/:QI9?H&^KJ0T:"O5S\L7X!6B?_L9M5FTU_J.5?M0,UFT=% MOIZ]V5).>;-3A.Z]Z\R>#33!>MJ!02L?_BXHD3? $O4HQ4)GF*$]Q[#L_&=W^_M6>'7+U_39_C:ZJ[#E]'U{](45-J?C2=)QJWP!N@""9'IZ7UVO?YE>]-=V^3 MQAY^=NN, (2=,E-BGI9NP',E&^!? 3%Y&(<+FA3>KFR$1 MN(S"& N"N))M65(5JA%EHG;-,8>JIPQ(2N6-&>;!C7+^=Y7T-26^8\9#>'1A M)>D8W{D';,9"6I0.2ARPNE$QI7@R-\P8AMT@NO+7.0$\L6A=";E>DVOA!WK^0629W';I9) M@%#W/.'K\9- V,JC'7W1NA&6KQR/=;>APCOGMX-SK;7+*# (B+82#_67];]6 M-U\3KI.WWJFF? 2'=JG]ZMG\7]I@+C3DA[8)/8("VZ-$I-C6EU&6.KF(<'4I# MSUS+Z5K(DK90"X@X'JWT=5U[X6C2M7TYT>%+;>C5\!A#%&"FU7<*9#RQOKVR M91=TP\VL?_M*W>*_1%? [2N0(<#B,V A3T=X@^9#51,<'Z[N62VMOHQJ5Y=]S{EOZO=73/,M;^)Y(W2LN6]DONV6;058!:&T:KK!+)4^'<@ MI1$? KQ3VI[,SXYHU(_E-;C?OZLW-CYL'3'=K'[DX!]D)$7AGUHU?*)W+N)/0 MD;YX5_,'X3]6C>IID@(L5,S_?1I#\T[R "!#5B,6ME/6PKN(]JT51 +R[N^,_M0HL;=4/RQW&$'9F[<[+LK]R>,&4$N#V*?_3A^:;$3%7XH9 *J0 V\$.'#9A&( MQIN" [+@W2(0I7!)L#(]"9>0Q8 1O.[BI+D6I>J^?Y]BDON6E#9<6PU5.>)O? MZ]XRQ>F">F'Q8K[J)$E>6 ;XT\88>R!"&!. [FA3,-8H-9>%7,CP2 Z\/[0@Q M7"@S+-*=3XX(#3&X]3BN=W+I4-S;]=9O_IL?0TOT^?VR46F$-6(/U]KS2_S* M%@@NJV3MI1PT;56MS;=I.FP^H2OA<]GD^?0W?7A-R3)]6Z;=&A-8K,JZ\ )[>SLC;9\3!OL.R%2]&MFP:?/YG2B9/=0> M#*3E>]/:@K0%,?"8/ HHD(W);Y91ZP2&+$+RY/8^:K/:W"]:]&>%I8I1M8/F MVR](#34,?=;% [I3HV"]_IQJZ%U(@4KY/@\.MA%$OO B$QP5."U\(9,,(I\I MW)[TLG+/AWDVR0GA:9$S.W;]3#R3*I,/%>/L0N:EA/.C5D"K !\\6/V4[0H M:PV2M3"_5&!/\'W\Q7H%W F(S5IX9GE&W_2^9%IW;6>.WM*1T5U7Q^Y)XI#! M\@264#0? RDP="VF=W,W="T[&?&OWSO>?(Z:_N,TY^-?] MX0M;[&^+:ZQX/ VT'+R"2P!DL2]$*2_5W$6G9(])/+.%]Y4YS-+EU4^C6WBB\ M4F,H.&<#X=@Q8'0NC0ED?3XY;U1VMO9&^=E;[M3,BYP-M:KO'5;1\F!%$C/5K!^"I98ST727YIV M%JTDB(3$^7N(=.AM#ZPZG^T"OJ59;)G4JIU^:HDRWS$P74:-?6/CKC")93-:NPFC]G25(PK7KKSZ'+3_4'VDQ2[V MNFVK3I8_>>'[[7AZ"]576(OUP2@"'+4>PS)1KC/G7K#++$Z!O8DWOZIF@QZ/0 MTU8/Y>]"7\>,L04]G94^QWLO;/(_=HUS^!# M2:2!1S#* @LHA[#R&B')VB0PS*6$%2BW1R;2:WAC_@N5*/+I? [U:5Y!>N# M3XO,83>0]>#A87PU@YZLVLE0,5A&^5)OP%)@\U_-:Z!L W>S-B+U5*.M_ZU" M9YFG>R]T54;>UTQP,_G1(>;H+@RD,\R)XCL@-.P(P$S/P&_XD1J7A;]IO;$3 M*)FY-AQW!8/6[BD;/WG*03S#,C"&[G4EX-:WK[7LAROD+KE;46KQK8N0P6+[ MHCKI@C#.ZA*78#-L&J3"X 5SGZ0:WGDGP/C5T@.VVAL.O*KW]K&,R?6Q?7[; M@Z5Y]XA?"/+>\;F*PB+ >QD%Z8JEDB7@/MHSL113-8^V7&.NZ9"3QUC9?.ZF MW*^?W38Z6"M)VFM9,2? >5!S(V%>0&7%0Y!-2&/W909\H5J%&CF(5=Z9"OM4W;_9M[QOM)\X;$-[E,^Y"+ MT2/Y%L57)>BG? Q$$ZR69E([>W[M.#JCI\M9!?6!@N[48%)\/>;>[ATY2V)$R M?H8/&+,6MWA?.Z_(YUUT_FI5%,DL^71Q&\F#B9G?SL? #@S204#,LD.GOQ%<1 M$JQE$4;V,DNF_3$QL<.U]O;8K 4GHT:8[U>+]\UPTZJ[DJ25Z5CYU+3DD_C+ M\WO01X4/EU%!BY">[_S,%"X&(V>]]@#7=:HVO918/WP8>@&.84=Q^+ZI?@-= MVVVS60[=_GW=,GM>R>T/->O&9KT(5LZ8IO>.9<(2A5-X2+^3CH5TT2VX))K4 M]]V&UBLHBI ]/8PLFK$WK[$^Z:BM-AT7IHD_M4(%=8)]2_Q-C^2]6]O\R:^1 M24> ],TYDGDSF"KS]E1(1RP)5B;9WMA4P:6U]US[/$@R+NRX9Y_L_&H=(^CY M:>6\ZB0[Q:R9YF,R54XLS%K2Z7X:D[TH2^Y7Q%=UI@ZS:JE\K >TNK=3K/6; M,&[.9);KN>Z@50NAQHW\ [ECW]]>GOD4LP/U-!<;O7?7QJ/K\FO_'QT$]/_QH_EFVC\N M^:/@K46_^PW_]C2D?H2\X^]'_^G]R_\W^GZ$Z/_]:__Y6-$[0%2:.#%3L%F M?/+D-LA\&245*RQ<1JW)3*A14^3;P[++*%T.X/,B#6W>S1<-CVAL&@_;L3WI MP? D7>"@^$R[-7T9MLUU&191P9HB7.D)G#C[>6I>4%L@HK!J,K&(%0)DMIENZ M'G!=_O+ +86:NV,K?K>VRUI&K: Q$5;EB5=M5 4)L#*:OQV680_W*-SKG(N]0V> :WM>#5Q_*F+UTS M_CP/ 0[08EMEQ\TX/O%TS=UZE3R?? _X'WXXL7D*EJ_6'$,J1.N:7CF@K]_:/FH&54+)(7 M@YN645W+B-0)Z5M&H<6744\/+*/N+J/@Z8? HQT54+4B2[XQ87.1&]T9C6:O@ M-WSKK"7 #^[_MA249CI>UW4**'T;,EYH-O=/[#KZ?_GZY\Z1/2[R/^L061'! M,/P!^!I!4UI&S3^%$'+BZ"K_*7264H<7Y"YV8/E;FCVD=_O.#R,NK]_5E*12%R=TLO7A1HZ;*H M+7D$M&PE$*J#'-GO+W&WMV{1J;F?'UGH5KO2Y!!.S2@\:?@5%O1,'0UC+W$N M(5J^B[O8AKVN(C(H'"SRP=]K(SB9M$:Z]+^-QA+1;\8.$_+FG+.^""S2TDYU_;&Z1,3--.G]EMNVOIP M0^"UZX3W81WR6Y5E5%OJ+8HH>3M><(F+CBZO_K"=2:> (AUX9-#0+9_JE2<:[ M3WB4^NLG?S5(VK=YHUWK,_5*Y&V':OB&\"N$(1Y9'&UKSY5_T31,$N,BQI;4 M31(=KG^P? 7*$=RVYO?.^UNFB0T\>='Z>/K-EC54"ZE<5+QR1EP\%MMQ83N1C MF(X0U>EYSO'Z;;9%/B3)^$U+/=ITP<-JSCK/76.5MM%?R>3)]PWG:[F;]6485^GHU+HZV'GM^%.N? M.JK(J_?T=5B#&"2PRR=J'FB*.FPO+:[L5+/[ MX,+WIR=?*

*>C8^GBA=U-"3VR&2^#=_Y0NPT(U+JX-4[W8VN/+I*0TBW^).@7=*
*M96'D&1Z3VD]2WME9!&1D9B3UX=WE$O9XHGRNZ+T2]V2(P":4%8VA3,9X.LO\M;TK0:*
*V@2Q;)\V%]TT)4J0#W,Z7R8035;^;\7:XO!<^G1U;1O$W6)44=KU_M77G=3_:)[:_GZ2S,O#=*
*(XPV!MAS/"#X:4IQ*J0MBXV^8JZ\&?3LQRX^V75[=-;UFM4VLYZF!U0M8GJ(6GF2 MW.(>QF'R6UIM;S6CS*V?*
*8HP/_T(VH+,U29(FZUF;#=HIE]RBUBCVU3AT4Z\M&[[GZ?BA8+N/KIT4"1KSV5"]XGPJ.,*
*<+%.8LH\ZGJ@92JC^EW,F#O!:9F7%6 MZ!+_XD>3>S1JFYXW-P42-DUVZ VYN3 M5^.-;WR[U0V%\=U(5D@(SB,R\C@M*
*M4)4PMM0*F[TW:-XZIZ[(1;=^P.\#UQ:7>A ?[,TO*VO/J3HYW@VGI9?W&O(^ M/IA6TA(=*
*(2&@LHH.&8/CO$-0//\,,9^Y&#>\%PKB?IUCQ51Y!UV2J]N.(Q0= M\-46',[_G+J-L%[X55'M4/$/+*0_G-*
*L3)*.96,Y"+RMA*!4)J!,+.ET@14A M6S"OQEY22.C(-%\G_NC*R@R+5Y[ CID"-<4X4$:KAT$R<]R*-H_:U4T:)-*
*)HTR$M.OFO41=Y\E(2G/ MPK7CX[!5L?.27,E._"JKC>HU>7,4I>\Y(8[7[0U++[>%A17ZIW49A4H>VJ#6*
*M;WMSWZX#EV^YQI,[L6C@+#X5#SHM1I.UA"D%PB?69C,,]/R/(.^34!/7G.T: MY[H/=* /Q4Q:G@SZD7B4$%QN$ZVN-*
*Z:I$GT9[_T44Y')B6+U0CIX@2SU.)(! MKO [VFI2I#DBC6/I];JW!)C' NP =1,4)?_A!Z?G+H\2*H6^$/39HT#&3JOX*
*MD]SMYHFSUZT;D2>E BQB?O^>>DU(^6'H\BLP.[Y15-)^-[W@0V^VL7:JEC"0 M287T%!$P')OC(47BYH+@D+*
*&2=;Q,EM\'UE"H J^+>%:LIH:RP&6!ECVIK^] MZ)ZKI0V/I5GO;"NH,+"3<()_'VHE"T7@08I 1I6)B;4ZEC?IGQ5-*
*N3C43%=)&]4H1],.@I-AL:D4%1@,>(B']>::R9\M^)W/V>[4/^V3PGOO:?1IP")I0TJRJE3)9A?43?*
*U!\F:@Q9FL.0M4XY*QYVDC M>)X*U[;3P8.5N!]-3P[H;L*CBKP-W_6^?D)1;[GV]FOH(XD_;I!Q'5?,0TR*
*M0/(1)@)^RZ@1'"Q1P]\%=^&E2.N+Y_!5+@5\FTXNFE7V(>=QE2TS,/Y,KB'. MYNJ)3?*
*J$'<2%C1,G]C6<;KA_Z)7GFP+*_3, MRPQ/PYMZG%]!-WS?(.\Y3GX(?4 LF'/K6E5[8[&BU9019'YI0T*NYN&&00-8*
*MTM]+I]_^2WUD=;1.\T HSG3,8URTQF4//J*VW?GEU+?QJ<)Y!)@/0E/PF@_\M<^0!BUBDC'*
*4@&2@VHC"%6O%H\NON*VN48PU#"W3*)O@!4BV6[8$[6[K.'AB MG8G6AN%C_*
*AWD@(TR(\4&""94@IUME/4JGM'NSLIHKK@*03!89G:IDB;7IK0*
*M]JG>FI;H]/9F*["K+IQ0')ZUHLT@_UC_0IE2)Q!L8W2KR,7M8,?10[V:8!4L M,L4>^8)O,&2]*Z&][-3JU]0 BZ1C-C>#-M-*
*G6QLLV+Y=_4]ME\XIV-_-2JUO9E)1+^:@$)O;0A$0,/%V-H4;L> M1]#K]R-NZ(,\Q:(737?-&[*JH*
*CF%^WTMC&KNCN)_'$U"]/UKPTN5J=6;Y3, MN"U\D]I#&[LZS N![D^A?R?*
*>,]=.]%@)+_XYV,G199;Y=N+7P5H,*&9Z/_@V M6^U7O%Q+"""(5^U-VK8=(Z?/)^PL,/!>24 )2<)*
*[0!!#$GZ/V0";D=^&$%6/ M@L,)L#A4SS@\5&JF?^\C/S3Y0\6+B@&V?G+%A&UCM!4UX[(#L1VA(*DMU@;"*
*M!Z;85)H$[3Q>%6J=8RNV1^):,*L%QGEV%WRY\56Y)QV+I[M>2R\?FT5< ZY1HV7(KY.\F<@B(EP#Q3-*
*!SNJRM)MQZ@+3(6YU:./P<4. M:B)6RG1U_=#W0 \':Y/3+?DW664R7Q=[MI\J];E[?=?/A)UB[!55(%<&T(: M:8'=V!&*
*UR!,(.T'O3N]-,""X;A&1:U)P_X?G.V>5;57[/^R+]EF53PUJ=0Q ML[17*^DA$/^WO0^@$S"&9R[-*
*XZ=V6BO^_@2E69/D!2Y=M]X,M4YU6F_M%S@4 MCMY;-SNLN)KA6-*
*>0_G90.V'T[MC.5I2;MXO!13UR5ZXZY!:&0%@[),:UYP4W M"A^2PIF6-!34X$B9,N\(%%[[I49PYF_J"N)H#Q ;CQ=(1*
*\O<(Q+B1/8M1 MC1%E4+]3Q1VW1]M;)U7/:F99<;6"E9777K78.JO?__NCQ55GH+*IU/C)W6#J*
*MO,EO(L4M[%A&K17H#_N^$X1..6QOOW8^U5]8%BQ?7FHZLH@A%UAI<"[>4"1* M*"WL8VR"N_&5F9W*
*Z#8"I%W80DFPEFA.]0"?-'!EG;BW=F3T&%C(9>7FA),R M^BU\-IEDYXGI^A-*
*?.0>^AM$D.6$F<";U]T]/R+Q>I0*Q^*X"4ZXGM5TZQ VT M%YAP\0D;D2$\]CJES*
*F^\OW]':9Y$*T[8\>6EI<3ES&GQ;ZD_NU83'50MYT& M:>(3:4'H46?X5T2]"N2.0T/J;W^AJQAC4.+1>A53A?3]:0-Y-*
*Y,35ON 0I=[=J027@^ MD>0Q=DJ8HOJIYA5?Z\CQ]IH1&5:BB=72? ZXF5J-__VS\N$^A)4 JB23OA^I M">H;*
*(=84;@UQKMUY[EI3=.U?A?Q=/R3C->(Z#8<*(KPOGS[MM2,^2F:VM7D&*
*MB7REWR]:',#,I%6[1#WT#S,?'J:M)#FMRKG[0-J@JNO7B:ZGF_2T[Z6A4#)V M[2B2'5\7?HL%[1'^93PO!JK"$@UL:A39J*
*&Z#X",-F=_WT/ M/4%R>I[6R^J@ 6R.N6=_J.'>3=N:\Q,]9Y=17\Q3E71V3LC?+MGRXDS4USK. M:*
*[X>Z334@[ANBS#Y!U6<*_JI4M/;%\W->N M;C7!IJDW]<%J1QQN/!61:P$6Z/48A\!>% MCHO/U:U]1U;;D7NDC^%E1*
*WPSETDG[&W&7LO=O=(G)(8ZA?_)0">Q*L*+@C+ M&H_Q#+)IK/NSFOXK:ZQ&\E.=5CNK?)'I;_#HL'HU*
*M53<1\EF/:H4HNZ@;),\IX^N3VI*G,!IHV6ZM#>6S*&UE]L=JH'QV.]?H[GG3 M2]XAFQR';N,T,H^-KBAHNS?*
*H;**QCW^'M\0 #RZN(2:V8100%C^WC%I//,O' MJ5*
*Y(=0/_M^\1JWP%VIWN(AH)U6HGSNWV&9T,"1JJ%&6AX5"IW+T8>DB85ZC*
*M;"33TWW<@P9.M[.'"ML_.9SI*FTZ1DU3V-0P\7QS'6IAI?99:Y("0B=#&J@W^DKO]<.,=% MUOOS?*
*4W)%RN)EL]63VR8DO\5NPG M6Y=V\-[C5CT5>]'4T/#")Z9K:&N7%/5!U9GCK"XX FB1HS&+:56V\[K\U3.T*
*M*H"SD66<4.^;:.$I5AE(^?WW;R5QHBI!IOU1RJE=6_'3UN0L=LT1=Y?9KTYQ5 M?!MB2*
*M0QWB9"AE*IUXG!962U@PWKP_,7<$]6!?$C-R[V(C1G-WW6?K@HN-7 M\O &&3NIVU5Q*>]$-*?WO,38D;L9X#$E>*
*(O@$A<[G\-W(K^M1][5.&%2":P3 M:$NS(@'7F@%$$XF]^9KM5$&KUK'*QE,TQF\XITD@R&D0.FP9#B7Z@C)1O*# M(*
*(L[L'5=Q)2JC]F?)UBK^I-K$[<[>Z@L]E}5^C.[W;G^+9I.S)%/FSH_';W MQ.I-&Q@*\":8 8#.+X!@A,';LH)?E!(MF<*
*\AQUDW H;<75CC;Z7&"M#Y'O8ZNT#=15KV3/85+()N!PQS/WRR#>Y-T3)@/( 0DB5:S MMI(IO5=P*
*CQA^(.C>P#L*/MT*%@EB JI7X)38NAF&^\J_4N82V.699DGA1HG-:.$Y31?]'K!>B[M)6T-6@$:*
*M;KO67!98NM_H^NFL2X!OV+G#IXI.GMIV7:+RA&H*LUF4CR5ZM*MD"N0D>9+<*
*M!.+^XRI7*7Q51@L0892]I=/GXI#[Z75=[9?D&K>.C%R(46(.NTT!4A"O&Y;4 MY]L2AVV%N9^YPH+.^9*
*GXR>)7GRA2F>[HG[D-0\[_I$[5H?[-Z^_W?527.1, M FJ.K 2TX&%SXI/?VP#DK;61*&^%-2$\"]V>C'.I*
*6/I]EB9F2PZ>*"H*%"U M:?^1JJNY79,V/N?3MZV)DH:T1)<,R>)$/!TO92T_0Q9M1A!;6^ L+!"(<&E. M7,*
*<[;ZOXFZ";"$$F&>?'&WG# U%''1S?'?!=N;YZM$'V^]&C.O:V_/'_F/G=2EN(W*?^@;*>'UZ@#;O MGKV,.FPX-Q?P4YY*
*LWK_&'LG,Y"P;<8HB%>77:WW;37[4M0# MU]D>-LVU;$G&*1.MQ5F_*;JIZ'6N0UG_VWCC]C*RX MTR.7B6W9+UY-*
*W=F#T8 GU%41EWC /6' 6M+OA-PJ+-!L$N83K'7\:IL5P=16 M(-DB-L%0L/?"DH;G>(!+!V]6KOJK58BXF4%;7]*
*(3AJOL7YYE?'7.>EF?$7/EV=K.5SO$QR9U*UN??HU4U580C.<^$[+,**F2RUB8#A M9%*R\;A]W8HQI?5/[H*
*7G\,@-0U@IBVC]ESG^[E4#^$C01@3?Q.O' RK"@Z^ M-Q!@,'1:BOK. <(B6$ M^_B9H:!N/X:8)SVTOU\57[*
*NYK<_((/;2$1\I/9$6N\GYW\Z%QZW^=,S0T? M'QWJO!W?D[3M]Z';@9@-V'/4\<*VW&W@9%X$MXY,-*
*H'"V6J6+Z_EEOA.)>L> MOQ^LL:/*S:.KC%AH8B=Y=\OX04=50H(_@-0T)-1K&JT8WRB]SA6]#Q3>(W17Y+_C*
*'=%V.!&NQ+]%C&'#MVWI5IZ']45ANK90:E:N7 M;E=S-=%VV'I4ZMK5NLM?Q%//4**Z%I6&C?*
*L.MV__^ZB=+X"0G.S87$&:,D< MOD68!CO;7943-S$?KO5.[/#OCYK1B0Q9 M:UV2"V3)5P=:S$B1W&,>D-E4T_ZV9M-7?*
*&Z%L^;P6(YO0QJ;%>6X?+K?6@&*P4$PT7/>90)3?9Z">ZP3, M;UC) R4G1XX<2IF=W>DQ#*
*[[8<"L*8!^651&_]O;R_&5+ MSM]DQ":@109[/G5)GGGB,3AR0_\ME;M.CGX$YKPYMO/KH%SKFQS(J&0_N[QT193/H*
*(C'07< M])>8M8TV=8 4N:_HM7%<$,DR))1 6$N)#+58E7M(_4))\NB>XZ=7(N S*@M+ MVH%5/%-A=J,A7^?W?*
*C2R,ND0Y,^-8-7%!I',(IY0VR)=3U1S[=UL:L')FZ"M;+\JJ@U]QOS(XJ5HYL1U;& M/?)]DF$C.)W)-L3NB76N5(_|*
*[B2]FW/Q9<_'YX;K7%KTNJ^C"S40AW=-(O1+ M,8[FCQ_3YZE =YCHM:<"+0YF@X&.#<^K&X?*
*(VA,!R=M&QD='Z/]7>V?^U%2R MQ?$HRHYA$XE@PJ:H 1$!>2P2-T!$8-Q8Q8P#LB\#B,8A)@H"89$,B/ &QPGB M("B:.**
*R+$!/#CB(H"$K"DH ;2.1>@7@ER>5=?GPU5>]5S?ME7A5_0'=_JD_W MZ?/M[8C$<2?'\GDG'J"^G9.MFY 0H2RP*
*M2G($V@7JB!!5PHYF(KI0";:*H&P%J9FPP4FOV'&EER:IT2EWYMHO9KD,K>RN M=M-*
*17_EHU0^<\Q!>2']C*LF3UW*4(XC5>N72X^0+UYMAN[2VP$44#3:1>8)V MG$N >+JP:^WSI]%ZY=NVC62EQX;PI[&*
*[^XS,C7#?D^BPZL1$K[;L*)2. Q9 M25#@(JH=O8IL#*HOK&ME8"%J<'],@>7!H7TGAR:+BH_<:[PW./7C).90 [\|*
*MQYB:M_0X":9;S47"VQ04/[B,Q).U2=&K<&99F5_C&O%I[FO/N M&.;GKICAP/8 + <9%QAH7RR4Y*
*MRD#L09WDSS1KQ'L,VLY FS<6W6%%F!\L[NZS[.&.!V#>??/H MKU]['<;XPCUA;+,X"\;#:86D &0/E WYM*L+G*NP-*

*D>$;D!$^]VV:K1-GFS,D-MNF99\$,HW)]H+F^NZ7CD>Z$R=A--;HUPPN,BZ-MAH@;NE"FMT;&$>6G!6O0^P(09_^U-=A&&"Y#5AA))10"$EHX)OU6R(+YFP(' M"JFTSV"9]=?*

*2_F"L&;&$K;1M5KGM]#UQX-.CPKOO&NYS(8>T9NP6<$RF53Q>-MD2[#B"*

*[L"W@5ETS0T#\CWM'U>5.A%>W,^]B'[6K;53%Y2BAMDNX*(4=#GH\8-MIY]*

*(HUCUL5<(B;E8U8':QTE'TGQ>SE6A^<36 I_SR;8YAM^UI_D_C?/-MP\CO#1>WB(H?H^'4N!%:4GVX$_?0+YMB3>K=*

*Y0S:\;MZL&-OV7^'N&KW>0:-M4S"U;GI_O?;YT'N;F0*W<3<#;,LM2@>UFI!IE^.C":5(_]"$4]1321O:KLP7-MIUJ8E(R&?*

*M]E%O<@P]T7E;%*<[<)UW$1%4?@JQ&OPJHIH)J0)9Z5!LM(D#$0-M<@"H2R?P]"GJ0U&^/T*#D:66=W?*

*UW+H=T)LXVY9-.S*$M?E#4<&Y<\7<#(\!-M6?CP?'3@;JX^-P+--=Q*Q:!3M*$(-S'(I!L-Y?-F#D\.3]9&&B?OK^H.L\|\#P*

*MV[;K5MD3A&,0GMMVPZ:=J_%V*8VU\/K2MK\.I#-^0[.T]5D)??(%-M];Y7VOI]S0Y\NN%(\P*

*_=GNWXHI$D;Y((LJ&SY'MY+GP=O@%$KW:RW2MA.N>-ML"[AM.9B_?S!KY?91X4X-=FQZ-^#[#VGHF)KE=G?*

*XD=N%Z54WM_-?F3(3CR4-MW["WR?WC-J3-U2R@7KR:)7.$]DDUR6H@/[->$P&O7H'G_CHHB>61@O0@SX-9:*

*[GSI>WYW/JS[D$O]$^T7DHR-MF61A9OJ92.SD_CC:W7_;9QJ7*

*MN,GAP)L>M6V['3"8TC5.L$H%TC_>T'V@%U812RU)5R5M$'Y\TI)C0;K=PON1-M?&1-%AQ9:2*

*5O"WR]/)^:T&W2.AU[%*9S6[J&B1;C:&-UYS+(6M(XLH,\-M?8ZZFOB)8@;VIL_3M:.*!\\I/X"2/!Y^F?"LND:PL?*

*BZPY)]BIIK^+,2-06W-M<56==R&-(Y,V+>FT/(V]JYR4LQ_Z!9CA:44FOB&EM=27'!_,&A>HK)>TA-R[*

*M_8(E6RL6F.SV2S8SO/\30:89TL;5Y,:-:2YE04_ED..-UH6P&E#!YR5;0Z3A-M^-*

*FRPKMO+OK8^OS,/J,1+>NO]]>7C5*;0ZHZO@PXH/WM+ANVG0LN*?[;*6J-MS474>#57U#4&'**

*(N[*3*V/,L^!#K;@0KT="KM7#\EF%L:%'6UJO]BZA-SEL-MKOJKZX4/;(-*

*^]IO<*T8FMOESRM(QSUX]SXFSGC3F!M&%C*%/TX&O,^>#+G@>-M8"^B+M?X7>UL3#U>M&6GQ]E.0?*

*Q\??')E9IM5W8XKJ6=Z6[QO#I0?_&_LK!-MK!YOW[FFLTZ-0UA0T9X.)3?=JP.5KJ[V'T*9NH==$S;P_L)M.Z5N[$:$+D6V*

*M#V))4SXR:KEB!6E-E,LVP/VBU;L!%QTREJ@<,!0-)1TOZ@ST2-GU-N;TJQO'-M*R+(-T?5O+Y1D!@2XX!.1DV'7&=,5H5(?*

*Y_5[)9(1]-MW%\Z53TYRVX1I4-*FK9/"K)C%\@;SR=A3O_0D/\FV=6AG<1L_$\#5T_>0-V]-MD")Y!)V[^7%TI?*

*RF\V&@J6U4$SS.HK%-)ZS4I@L%)Y]4&^5-#>XUX=2>R;]<-M].44\5W7!".R[*++-0B-!-)\]..TU!'[4^(-0**

*M_P"U+C]/,2%X_N]QD[%K1J8]-ZNI-0)8^>O2VN59L(E8BD#-.B=KEE$N>T"$6&EBLY*

*MS4HM%E$OZ63$[S5G=\@V*T@6LF5[D,AXE'J;L6-]0\-!A_V1;G'+D,N0RY#+*

*MD,N0RY#+D,N0RY#+D,N0RY#_GY!_WN>I$J+_U(A?UB**YTX0BJV&)B3#\DS*-M1DH7K"" ED&<,@-%"K!P-5*

*96QM92TR,#(T,#8S,%]L-M86(N>&ULU+UY;^0XLB_Z__T4?'.-@V[-G-:^S%DN7-N,+ZK+ALO=YQXT'A)<*

*M73F3ECR2["Z?3_](*1>E,U-B,"FY'S!3765+C(A?9@2#P5C^_7]_?UBA9U'5-MR[+XCS_Y?_;^A$3!2KXL]O_C3[_4;?__(_?*

*6N:Q[_\M]-/OO__^Y^^T6OVYK.Y_"CPQ_&GS])_6CW_>/[WL'W:S_/\I_:WVT?KY;$'-MU;+^3__WY\]?V3?*

*Q0/"RJ!M2,$V@7OZE;G_XN62D:5$?Y0N=?$+_"V\>P_I'-MV-]PZ/_Y>\W_])__"Z$.CJ]J^)[(PHN.FNY*

*MMS1:\O_XD_K;XJG&]X0\+CX)+BJR^O14\/JCE((URV?Q]7?R>*N8_%D\4%$M-M:!"0/(Q3[,LHQY':\G!.,X(]GV8*

*M2P@3?;??]IQZP:UU5M@L8+"L(9@2[H%-M-UTK[ZEH_9LK]3WZCC1#W6]^ZWCZ?T_B5;(]ZBOM$935:P1*9H/*

*3NEJ!4$K-MOB0U;3%8+_>3=LA^$]NFWOP$ZY^TF@>A^-/!E^"RVDA&*C;R6:R?^(F5RD%Z*

*M;/#>QR*K\L$:@J:T_OYT'XAB[4^HK-1;RC4^(N;!=_U]63V6E5KMLN#7RBFN-MUM_O./)R%J"21Q&D4QXD)!$,*

*(A5.$%G8DO04H(I_RE-S!3>-M@9@P)=\21%_%?7O,(05'+6ET_:B^/(TZ%VU_YUZ_1P1V1-.GJ,RJQR.BOM;=-MLR$?*

*6M8$(=3NE**-=YP7TF9S-A$:P>I3:R[M^H+6[??YK+]-E=;VC5,HXU6P\D'H#_VN?$_J;S=5^;Q4-MYX1W+*

*[_4@E\5V^W@4KL1RV8IZDM:-Q5AS8+)/$P(E3B-9:RV^SC'A,L,DSQ(-M>!S2,,]#D.&8@,F){4V/9=24VMQT3*-"-*

*&BE&-8_U7]GBFWTN.8;T1=4;O=9-MLF7Z+T;-<6':FC:WOBC-EK$_4]IRR]2#*..8_2#YOE'_6O--KKI?50_:-;1*

*MLOBQYQSMV$>_;01PZ"%-B:\K3*C-,8DS3T,/$]X04Y8QF/3,SX]W4GMKQ?&X5*W2P96:&?!:F?-M*M&=5CZ4#V19G-*

*;%02R&K=\9$L(,EK5PQH;FA"A#MD&]TK,+ZE\[F_!ZM5G4-M^(0(&\T[]6L[!^J#]0OIB,I]2>RK'XE]R?*

*Q>5F(JT8\U(N,QT%"\Q2'21KA-M*-@I)DR=J(+,B_)$,A*%/L03&J0VL6+U:%\@31VUY-%OF@'4)98(!W?2,A'6W?P[1FW8>-*

*Q'Z]H9J]9*?L;>3E2UEL??1NDUX()H47-M^12GF>?AB"<>SM(DP$)$,?&(I$$.4O,3=.:(;RIW5I."*?(I7&(:>TE&,JS@*

*M27#DIP*3R,]P%E_XT'.$Q8MGD5%RQF1Z=-[0VS,S)L#>6&&K1.T3W%]$')G-MS49DX3,OB7CN"^SY'L51QD.<*

*M)3+$/")Q(B./1;Y11/=@Y8DM4TO+Y#P](O^PSITE%?2BQ5-@8^4ZR?P1=:H%-M^_-]^?R3>J?*

*3)/67G0(=KC2+RIP48*,DIQ^PO*Q4AVK]_X__?%(.PT]?P&^%-M6GG)&L'U+RX+OO^#WI-=RHM2ST]=PL0'T?*

*U7_7OUI','/WYGW_010]^L=E>M-M"T(S&F7"QY0&/HY$>Y#.PQ>-MH!WOJ'M$?XRO?KC_1B<4VDB%?MC(]>,%VHJ&-*

*K)UV2:==-[OHM_D4W%UQ3TO-M_/>G+_)!W-P(?\V7,-]P+N*Z#6_OCS0P*

*X!K6J@C9N[_[4L_[O]9RP0SE8;B@+R_HZQ;>7_[*\WF-M_1T5H,_]'7_-SOM;)S'=BL>RZDY:NFBCK4C8A2"]+.*

*\5SY;F.B\M93Z.-^3-M-*=1G.1^)FD6IY"XC@G1J:]'ULE;6QY0CXDS8KE&>)KY0ZY1-EZQG-\0V-> M2.S(0S*

*B.>N^#@'A]6X,>A=F,-3CB\O5;FU[+JM*[\SM?>WZ:M!_\?6F#H9-M9;5"FQVG3]Q,PT43SX5$4*

*M=;>I;'A!FAGT7/^YEW]DKJ-&"(WK]FMPH(%10US0;YH;U++C2)$ADELIM!&!-MV10;(FY?*

*P4'OP17]2UE\$25P<]U[:6+55;3PEX_7@-US7Z1Q%;26!J9K&T$<-M[X='N;?2E_V59E.,HP+T->#X-Y;G4/9-*>5N)8?*

*256H75,'A[Y^(Y5X1^HE-MNRSXA^7J21>!ZH3OG2%G-$V3P-]Q3GF((X_G.*,QQSSQ.-EHDG->@(ZF=GQ,-M?*

*5I=6JZG4']LV6K#26O&4,;QG7X&+6L-X^PEA^%X:EV>H"!!]T>-MMH?071P!^+>6-*

*>1TXW4$CZM3L247\QZ4SX/JX.Q\YG+P+?Y64?,]&OOJA'#)-MRT>U]J<5N3?=*

*[$^\/K$]ITE21)HO]_FD2K3DP]P9.23_N%S@0'&8B1F1&OVGR-MCMR&$>&L'(A3:\[F2HP(U7"B+KXU2V-]+73]0*UZ?*

*Q!LI?[#-M%T$LA129Q*%D$8X()3CGD<"$AEQ$)-Y3:'GV.-&)M75+5Z<5M-31H]K::LT"-M^F%9(%ZNU(_KW4]_A%9V&P*

*,L52&2>KC3*V!(Y9SG.>IQ'%(_"#A:X@:,:&IF6_-7:,G#1=[7V5EIO0')-MF>OLS4$X++H'O&MQ]_-[J7C]?*

*J7T[Z[\N7A@2R9^_W%PAS83ZQ5-E6EL_-H;!_8(3'("W"X80K$]-KBX;1B6U-MNVHXO>Q\%PVCHNU=,XP_?6Y!U^?*

*MO34/I<\BDN,PD#Z.:,-QY1G'29-'J124-M<\^RC.OS[,5;3NJU/EM7:5D)#--,J*QGE&,=2..\".OS6Y=>'8AXNN#J\%'@*

*MIKAZ$(M?2;74:JR3WW3(KRS4B?.ZV#:8RSWA41IA/PFHK\%5F4-MU;)YN2J431!UL\GN_:385CY*4RWID_XZU'?*

*E%R5>631*U%6;L]2]\+=RI:C5-M"S\->)9F"4ZH)#A*YAF-J4<6!XUC1[=B5_P9Z8%9%]W!4$./-MH[9GSAY/RO'NF*

*)V\7+V(9FY/[-B;GL7W(=U0[<-2W0U&%KMT,''<>(]M&;8-MG<_E&D)'CIHSMF;U[ER#^=HE=+X^/+AR0UY^U<&:-*

*@]4@;([D9N>70Q7F4XG-M%7'TW%[);LCWX@J.CS9-8:V"#";KSQ9M-C;#SM-7K/S'_0ZU[)KNOB)L.5**

*MZ5$7!XM8YD=4"IQF@<11E,8XYPG%L4P\&GFZ'9.$1'%.4IKXX--^<75"1]=8*

*M4'[YFCLCG:!$_3F757&Q7W]38U_H+%OB-$]=>J-M?'ILF_:W5P7?VLWLMBDN'QK3R/[(,A-*

*KJ*:.6O*HI8]Z#*!;T3Q5!;I\T$U)-MS0/\8\-8;,;N,-%NQ.?#-=N(S02UVX1'UIYO-S83LLOG/S/8[O<+$&J33XYTE_0W@,+*

*[QN8$-'!-:D]YI-M^M^XC+8E!&^>!#@NVJOB@JE2->NFOJSKDBUU,/:_ELVWC]^7S76ESK"/94U6*

*MNT;"UU7;NN*)*=>F30@N5TOVLLMXCT+BQS'+U%Z8Q.HD&A-,21C@-)2I8#[A*

*M2>+!$@9=L3:Q3;A32E#OJL%;OJ$Y;T8[*;JJG95-]P-MM&&TWUN]K-_^KQ>HXQ;]MO[O)%4*[L%TEGCGC+&9T_-<*

*WJ8Q.><@F6EE\XC-MO*KK)\$_M.NO1W[J8TRO=U#[6)O=]$4TU_)364FQ;'0FV8+Z/O68)W->1IX>*

*MHQ5AXBFSZ_,LS6/.,TIA-5_GKSZ?'IL#K,%62NZL3.YF?>BC%7\!W4CCE;^-SJV=V1];K0-KSM-M.G%5Z($)*

*[:%%4>TF7I'535DOM?NV;0^^C3T(RHR4,S',7]3V]M>1>BNIWVM_[F]V&]SDO302*#?Z_J3,C2U;X<_T/#V*

*MH._%MG]\ZASS+;?M)[3A%VT8WI]$,$NQKE-8G1?QNN'NC8I[G4)[NNC7+1D[-M,[Y=L%/Z,/5U_>?K[_^S3_LE,E-*

*8*2,97A(:(+WBR*L3&_YNKDH_EV]-_M^@*<27%,[G&-.E-DF#[92PO2I0&9K#3IV'JSZ=&,'TM&GK,HMSJ,O#\[$Y4*

*M#Y]+4JQK9<(DX*D?,DR3@.$HB#U,:1S@/!98W6$P,2JI@DB31%I-MDH-2HF-8C"B6-PEAFK4OG$VAU#$I*

*=519TIK5Q(%E1I6#C4@TF-U+'WYBM\-M&N!ZK]HZ#F[X]J-;K)<%I?-UFL\XCZNOUF2DUB$(L=4ZCN+-/)Q3CC%$0FB*

*MA,@PY'$".;P!:$]L9M:<(-+TPRZ]J:RP4QT$5+,SWD10P>S5*$H.E?D,P1T=_M*
*R&49ST46D#R^HAHL\393:NZFX3KIZ9N2*'O]Q91GOHL9!E./1{CB"JK0G@0 M8I(SEA/I42%"RV95!\3FN-*
*]LP^M4%$(N'VV#NA.AHB257OZ MF :^C/L9S[,4\RQ3.UH:2$Q$*K%D{J69$$3X; W?QX*_!7@;LL;0?>R^;M/B*
*M9K9]N4("ME_MM^K:W'GW2$_2G^ND@.[[JM^7">%'NC#=?J="9)R-DV_M;L6R>%8F6;LK-*
*^K;LD@)SY2"!SCANC0_3%),>1)AW=0OETD6>`GLFMB&BWDV*
*MIV67"_)4Z%J7#2NHSPNZJZ/X+AIC7=1[#M@0#6+6[U-RUNZ%RU/H]+J=*-3L)N-F^.3F(L W5*
*M)*7LA%U9#43OW*:0C<$R1]K821{^.*EB8S"!TL-&%[,,3JDEOI '\:%\(,MB M(25G/(PD%AG7O8U%BG/N)^J?*
*B9\K_UP&$>BXN+_\U"$F]2^DJ:'?.GK (KY7 M6!B&C:PE!$:&S(6#1X".RN JR+._^+QQG*."'81JCC]EV9"B)$5]0UYT.MFF*
*M"9\7IYPJ5>)QKERO*,IQ'L;JGU+FD$ W 8:97YXD( MTZV6%EH3FR#">EH65RTE#@G,VTOBI( '321./VEQ'7N[5-*
*_E6NV+EX^D:OI3 M%O._KM^>YQ1R78N\T= M?QH^(OYCT;2=;[Y?*7^\6+T_M5RQ-1!*$"*
*<5F&..O+F0^6'\1HV14Y1@%DC:P! 8^B-A+,: M2S^\|FQCZHT$[(^M-WO!PEEH4\%T ]M*?!-%W:;PZS&]_M$_Q>7#*
*]HN]O_:ZL$5=;UEXU(J75+,+3P2)AE3KCP3-,&13'REY\K?\&0@ ME+XGP@_]3;]9 Q?#*7.P0.N.18##7-*
*>HVE(7O.MW2IC:[IY6;4UZV>8TLKY$ M:*5?6Q9-N;VV1>*['F +:>'M]F,T\(3F_VC.2"'+=XW,S_/<'S>J/%TASBS2[*
*MJ.6WS2[=[//R<[+>YO/"^8N3@+IH(OIEN)\ M;NDD2.VYLM-0L MRW0JR^ECKFK>K73"Z*A]%U;Q<-KJ'Q$*$*?58FPO-*
*U0%< M^"DF81Y@Z69+ZB4PP M#TF*(Q(%.,]ICA,FJ:1^*L(L@9@'<](3FPG=UX/I??*
*MQS0JB+ZCFA]4/FA%U0/@1;7GIM;)R9TC@ #@R* #"LQH6 M.""O#8S%"E,;FDM:-Y52ND7"2)"R.,$BX%+Y(Z'*
*.94!IB037A)XD9\9#9*T M9V'B@%VK2%(Y@75W&)_3YFQ1=FU[;+";W :AWS9L.;PCM,=D=K.T9> /:IY> M*
*V1OI@Y6.B_)YO+[LE[(+!*>3P),LCS'D3H'X4QWJ4%N4BP]0/4TP%SW/)?ZX*\'$\EE'TFB#1)I&FB#5$7*
*M,@/BQBYDMPL!VV "^".R388BSWY\GQAU3'^]R*DHP_;%KVL>WM]_.?3LGG9 MCL"LVXW,B[TDCH((BSP**
*<10%#!.A3Q@^*8AD$D@<4M ]2FOO-O2>YFJ-96 M^_PP7F8;OS,48$8)#(!%7KV!8,*
*]RYX=HS9PG;R#V83Z\R4OV7;9^%LVWDN]Z MP1EV0SKQ^L2ZN==SJR-*
*MW@/IE,0CGH$;86$J>$1.QPWO#,0ZJ['8ZS5G;RUV-M0JACS<5./0I7JKN*Z*
*+3RZIZ]W)5\&X,DJ%&'7MW8G5:D^P/;JDO=.A'T=>5-M-D]D9:Y>1V4?UZUSQ88IEH'$[H9#C8EGI6!'%YQ-NX;$Z:O6X'-*
*G-GQ]]})K M!?.I$O]\$@5[:?VJ."%A$J8^SD7@ZR$S(<[2Q-?.:!9F1$KAYU9M7T_3G%A% M^UUOMG2M/%*
*(3_,S\4L>HP#38"A#[/K#C(KKN!CM\6UZPHY#<+(SK,&KMJGG M@]U"&.<1U;U51)1R'-$\P21F'@Y]X66Q2/P@_^:?*
*OV'+GW4.]K$N(T9-1FP M'#8$[F$!GE#/1,0B.=VR\8IIAOK;-UN!B7J8JSY!PQ7M2%P5NG"E6OL3[72E*
*MI:AUD.LSH#6TP2K3?5O7Q-'&]]R0;T<1M>$Z/E'?:(#85KZHR?JSN:8 8?N>_M*N0U.\?*
*UEUI$(L41YYR3R.>QCAC48BES.,@"F(:$J.] MZ?CR$^]%BIAN:,(EIR>,--]$;[#(-EX%S+-XA9*9)VHO.TR%7XL]S^3 X](Y*
*M\C=?+3ZK:WEY(FGSIED6O"/7:E-O"G=\P.61YRSN$?C?[TI]*P$8I=!_9^H;_[WTW4^?E.V M=UI*X$VA$'"*
*(PIZH!K<&EE("KPI."NAT;,(Q8>PN"/H+S7R5G[]K*
*M6X0W;4;=Y6J%;G3)I/INZ\3$6GWO'\NJ:5.\D9:,O%:!]M8&L#V"/P>#/73**
*MCP"XT;X%^B['EIP#I]U6#Z8VGS]@"\2>TV"]B.VEQ]<'LE]J>ZJ7A:CK!0ED M2((TQR**U1%6>AG.4S_?*
*AAF1#"/9F9C#4ZL/\^U1DL2;6A"+S'V 3&]M; 6 MT^J:PE!"BTN)HW*<<0NQO][,UPY'A3F\9SC^&-*
*QK>%]^%2NA)XW#1P$>>W<& M]YP4ZLNT)KP9AP-VU8_*/;X1GRLR- !D)RUH,QP2R6J_.[K@;%O:D#C]76OP*
*M.9@>U56SRT_IJJ =Y1^_+1E9M1U5C1C&09BKVJ!7IQ5_6OG.ZO.R;MI# SB9^^0"$VO7FB[2A"^@Q\W34H_O9DX$*
*MAFE77]9UBJG;6T,CN>Q23D^N.E_>Z9A@>\FGHP^?F8%Z53P^-?5G\2Q6X3J4 MX0<\\Z3:W?*
*(@3G"4I2'.,T8QYUGF<9H10D$54 .T)E;*EM2__HN?>/\66F:8 M'L%G6"<=2PW3S-V,R0O4T;U +6443M*
*&W4!$UQFE1RB]32;I:9%/9I .O&+3 M_52MM>3B6OX7J;\MB_NF+#Z_UDT57DK[I?E9K1QE&2AB+(,>WD*
*M8#CEOD]D[E&9F)5UF-.<6*G73*!KB79L7* /[U'+">I8@32X-$-R9"N>!A_X M5= X-#8MV TQ@G3W=(Z59=O.\[Y.P/Z;*
*(*&'&VN:+35CQTR0;/NM,&&O6I9] MZU3>=Z06O'\WT:N>>O>R>V3=RJ$MJ_N\S<]9];\XFZPD^C3."I/B\S3VW>*
*M3P%FT3M@WQE^ .JL/P!XV;LSS%S5QI_/T+P%],X /*BR=[&O"LP&?=!_W1VYVK3JKN%$IWI=A-]]=@($Y/$ TD3XPNS<*
*MM-_Z3CVP0,PJ6 6A,UOXRD+X?D#+YG4[?^^2/^NQM;>Z>Q3E>208(YB%1.(H M\%.<<9+@B(K(RVC"TPP4TNJM/;7-*
*Z2BA"EZ&T@? S!.R% NHZFN);IUTQ1I@ MW9%GT5]Y5A?AB$BO]_ICCU@6E52"+YM/A"U7RLJN)Z;FO@@IYQRG1!*
*<>;F' M,QE++ AA+$F(\$*0VAPC,G6R04L2;6A:3I(]BHZ93ITK,TRYP.+"BTX&Y'%5 M>'*,Q+S%)P-*
*"'A2@##UK]8RD_J;_KUV>9[+2IO]6U$VUU*D.^A>7>FYT_P>]*
*M)Q4)RS+V0AD$@>9QO/J2/QA1DC62(CW8H64$XYU\=B47MI_I',^0D8[JQSX0K<@EM(_MVQ;T/7IZNM<6S^X1#?*
*K'_;?<+AENP#*U=Y^%B_S.@$N8#OP%IPL:N=6?'QX M7)4O0GP5U?.2B>.!PB]E.TM(\#;04K?%V?W?*
*ZWK;+V7SWZ+194_WQ?)_!%_X ML?1S/\IQ$GAZ>*8,I(3PG(1A #DH3,,1U*>-?NB)M:7?1=F@%]'H*
*MGN!K'F"6=+H/S&17)D9$X0F=5"# OZ6KU'GK:<)K0>&W(KVF+;N_*.?/^O M9?/M6[G2U>6?*
*RNJX&5DPSD*>QQD6:93AR(\CG'DZ[D.B,.5Q&-(\W(PLOP,, M(++DQ^@+OS^E_ZN[9L-77WS&_(=_;YCK&*
*[+DWO'UEJSB4AK9(&CC6P_$C.# M,2G"=M-;.HYTY<)WU&/EXGAFRE2"C\LZVZ#T6FR]Y7H6OY^WF:1>R*DE"8>9C3S*
*M<91+CHD719A*X4R4<82]"4_K5^>_^[(0FT:''Y[$ M7:FH_?.)K)9RR=JOS+54WQJZ45P-Z$!DL_;$!G+-*
*TJZ=)G[J3QZOV5H?4="& M,W@?7BM@1VSH#)C"+.ID<(*R]L_!Q"I]WXK@;'G\Y\#13^@_:YTS\QCTA);K MQV97?*
*VR38O!ZD:F=KS7=;M8/ZBA;I@0D'T2U?%;;_RRV U6N"N6?/*V=$D)UOO12U.NO*
*M+DNBP.,LQ'Y$]666GV'B\QASA;1'PB0F/H/H-Y# ^Q%I_5:B71-V@2MJ2\RUO MP"@P%%0S>S A5# KL6.D-*
*X6GQ\H%ZC$S@:VP!,*1!8%2G]6N6$+SVMK8+F-G M@[X\Z46NY4;*
*[;I7R[3BH_R96?)&TR8DRQYPHXQ/YGH>.K;P5:G[R-:75!DEPIH%"8,T"V)E*
*M'J3Z(^)48NKY"6:A]),@]K*4@UJ^#!&;.JJQ*Z?O$4>_;\ 0%=M\@[1NIM>N0-"'VR2=[0.W;JOYMWBW;LH T_%WL#*
*M5/HLN3,O9^#AR.K8<#"K,3H#HM_#<#Z9U-%#U-:>;AHJ,B'\X9'7_%(@6E-VO^/7E<*N7I M1L[?*
*BEI4SX)_*JM/3XURAZ[J^DGW>JE;-VD1^U[(?))C)K-0]S'BZEQ"/>P+ M'@J>AWZ6&DVD.(>)B<\K'5==%G^MM8&V-*
*TAM4' 7V5BSV.;^RY9)M%QS"4C/ ML/T81JYB9P(7;'@TKBU'NE"]Y:G+\]<-U7IX=GRA+6,7W;%I!EP!B3 SX&N7*
*M&C,=SK"$F3,!&DRAL5U[OJ2:,Z7?2[,Y=RW+^C#U 8BJ$KPEW%'L31]=Q-SS M"8T#S&F4XB@-.,Y]H8ZM,J2Q3T6<1*
*02HAJA-['5WU)?&_X+5/8&W/ZPW&P( M/P(KND9 -',4'4(#L]D[5-;F9&U&>L0=5F*92>FJX&J$VKQU56:B'Y1/&;X&*
*M'Y;Y5;"G:MF\?/S.VE&M7XBR0W&2$AZR%&<937"4!!G./I>D^/B]Z>89ZQ\L?"^2(HTE3FA"YK$Q.JE2:"5(GJ!Q(;L!5(+/0*
*<]^/8&!QWSI88IF:ML)];83_N MA+US(2S@#'*VT'8G# OA84>'0;D&#P;'WYS/[1_D?,^I'W]2-OF--KN\EG>D*
*M7M9?'RM!^'7Q*ZF6.I*G[]'12#"((@2BH,DR7#$4XEU2Q:<^#*0J6"2QZ#K M95/"$YN@EC"J6\I(G8&?*
*U[2[1)0?'H5ZK6B +KPQJ&:^_!10P6R7YJ"7WG:! M.MB^;F';\-%FJ+A,*_AY=?6+;T UPT,1 4XB/ V&FZM;B MP?*
*397#)X>_MC$KAJ<+^W]KPM[H^)===#D_NA#]IVU+XO7?34/.G"^^OU-N5JR*
*MET62>XP*Z6&2^I$^&60XXSG%U$L3=?SF2"#GBSTK:N+@Y[^1YT_SWQ5,<@^FW]7Z=#E5U"YI*
*9L#4KL_<"/A>T8ZV MSU[SO)9S=^4E4TM7XKKY)JJ;JN1/3*?57M:U:.J%GU#J2<(QBW*&HU0D. ]E*
*MC&5*DY0DZMR2<5@:G!GAR3/?OI0%KGIM(]GZ&^_YN9T(Z[O8T0?9/>;F9 G.KD9OBVG?WH%>HL MA)?X(:,Y%BS.*
*<)1X>M*(Y'IZ0I"&,HQB&D 2T7IK3YQXUC;>1:L=/9C*]T$P MTVM+T6#*^]E 'K:R'N' M$NZU.IY\SC]['>I/-*
*HX6!>2*1ZZE!RG:=FF$KM+SQZE.'>:MBD$1]*U MC5\]NQ_6Q^^/ZONR;G5SI MLM464[]BS+H%EB&6PU9C%AAA-*
*@2,(/K-:?CO;$A<], RI/A63;!@@_QTP0(N M9.>_?&7?!']:B6MYO#=[K]]2_>YE]\PZ0M!=JV@/=D'C0.1<9-C+9*B\',8P*
*MC62&99@FE(49CQFH]XXSSJ;VA=9\:O7K.E31MD/5WABO/K.(ONP]N&UEU=[\ M_=;R#+S/=/6?QL8 ],^<0.O+?*
*W/$UJY?G',[7 MQJ:[ K:=")[+U?.RN-\?&;UM@,9\J2=;L$07]/JICPG-0YS'E'(6)1EEH!F* M@]0FOSY>TT:O!I)#.PD, 69F[YS!*
*+-A)Q&8H&V9D8C."OZ':,UW=B!=T10Q^&<@O-Y!P_C)TK(DSY*
*M[BK25HOU##LRE1ATH!H2R^J\='3!V8Y#0^+T3SN#SYW;I>>.?!?U9<&OBOJI*

MTD64BUP=2TCN)9C(1.V,>1)BDN44<^)Q[LN,"694D6%:_)]<9=ST&C:;1[0 MZ,3(*_[XZYOSMT6@ZM1#,[HCG-2.N==
< XIO5&WFY,BG^Y] M<_H5R^Z;HM&Y2S=5^;SD@K][^47YU%=%USQ'F>=+G8_07]YNV\;%A// HR&.
M(V49(R]FF/J,XE2&E(1>%C$6@YIQ@EF8V "T*7]R5?Y>=^//EAM.$-FR FS+ M"4?9S#A,BQW,9NAV."UT&V[TB?
\'S9!"\$>TY0GMF)JDGY\])JXZ>\(9F+?1 MIS5 !WT_[5>RF01%JD*/D-W<#7UY>M 3[,IJJS1YYL6),DY8I%FN3),G<,Y2
M@I,HEFF0D40Y*.93H,;(39V^L:'W%\@(HU&,1LX!SB6'&9$-Z=UE[07:D@>W
M036$!#+1R24TEM.7V:.*;D7S5!7@Z4HG9#<(5YPM-C!@82DQ+%@Q*)1=-MN.+XDO,%+
9%V@M9##]Y=@99EU:E^SX)OJ"9]$-./9QREN&(QBDF(LQQFE$:-MRT D<00*6)R@\[:98LN6!_N.3*? ,SN=.( $IJ+[.6!?
U[VI.JJ3)'T=$\M] MHM<>E;=*[CHFZD!"U]"X3OCQW\V+Y>_5[R^Y'__5(#3M$Z\/G7@OINWV=Y) MUDB1?
NH:$:OOXJ>R;(H2$LP_A<#X!NE >*#S/B[W! E3(V):[9FGUIQMTQP1-MJK]KCCUJNVT6NOU'=W=PNZS_<=/U
R'WPE^0+.52A"D63"IX5U95^;N^ MAB>/ZC?-RR),.:3'7HJ]-(WU)1_!6>:GV&<||4,921E[BV=1T=)4\R'D(5_X
M/A,6^2"LRP>1FWP0NN%%5R&WS$#+$ $H>YD0D9=D^BK5QU&619CD@NOI1D)Z M7!)/@*SK5!C;6-
L.5[(9?'VA_JK^KJO#T4/'TA&LU8&&&K9YX=P/#U+=;FR4I MB.[B.^'G$-.0BC 66.9YKG8Y&>/,\PA.\IQG61#2T$]A1;,3?
0Y6XQP>EHTN MC9GA^VRVU4V%#FSKTUSHT_2KA+ +M&8%;7E![\>0LRC@A4/@K,(70'KF$F X M*("4RS1&VH
4NSC*0B]$"] M!(?)31U\^GA[ [,;(^B860IW,L-L0]==HR.L3K3')M2YLP5F0CK2_A%BL^J[ MF>"O-
=SP+=M.H9M1EOUV$J%@7L:\& L1:> M=TT>;;.@-%VV^I69% M\';PZ9HC\[#Q.$+C 62GX,!4%
(@+^DVSXRB@;"RV56AY?/79@LS&@O;#S>8O MN6C+K3WWJT8\U OF9WD2T1CG,4MP% )('=1C:=^%>TMG8GU_
MU4X:_=8>.%O*P)K44SB9[KAG2P_=]+Y^+>62*7VPN*0=76ABG6SIHRT#:,..!S6WM."CCVZY3 M/&!:.@[%!!>XQO):[;?
CJ\^VWQH+VM]OS5^R2*G>G/UT]_NOOY/'CU**M@/E M_WE:O2@8P[O?RW4E;\H4-[$7X4#J<>MAEF)*@A@GB=Z5?
9X)859,":,[N?^] M/OQJ3I!F!6UY09H9I+FY0(H?0,HQ -81+ILP #)&M/ YQ= MUK:++QHL<1LN_6 &-
V"Y^5*YX3+NY71;O.XH"?7RJ?E65LO_$7PA$\;2C$F0@]>,P#%CH 9-I3M*:^CY@.!F5;/EPF)#:]+LY.,('ICY M/):8BG:$)\Q-
/91NJOS4'J6WS5$]%'DT3_7(*^=>%727$;UPYV6SO9GX(II%
M[&>QC'F(PSB42O=##^>9S#!G:4H\Z7M>8.1/@2E/'N'8!M<[1M //5; X\1, MX81>-#@$R?
KRX1@^RDPVO;O%"Z28F>)NPE!^Y_<58W3?Z [#$([3]QJF"]B9 ME79DV;6\9$R7&BV+^V["2/?G+K9
TH0D(F*8YI)I5X+B/!7*Q"AGSJ.IC!(& M&CEF1G9B@](-W%-.Q8UZ:.-WP\R((7QF-L0]*# #LL5CQ\$\0XE@@CNR'(9$
M9S4;,"!>VPS@VW8&X[_$\OY;(_CELZC(O2Y658>8:_EAN7I2/ST8?KX0?LJD
M$!$.@DQ/$8IRG(7J3,+B@#/U3YIEH+PD(/V)3S,AE###LT5QS0GJ6-EV *U1CXT+M&;0G?VQ!,*1(8)2G]4B64+S
MVC39+G-&JJ3N\5F);WJJ\[.X*ECY(#Z7=:U<6G8;\0UQ^#F35[ W!A5J[#=8]#U+&H#FJ*R1_;(YDV>HI3[7A57:OC5]-F
M.G8G:7#D&$*7.:0.N)H_V=0=E$>S4ATN#[^D_[EX7.H\V+OE@^"?RI89=2:% ML,@-+#&QB?OYR\U5+[D:M1P@65;
[7<;;,[;Y%?T0)".W<>[0@-DD"!!.4^$, MI+6ZE!]:=[;K> /A^A?Q)HJ;7,'O&I]_6.HN:@6_%5W'07W)>%.5]Q5Y6#=2
M>VD[G.\"%FD4>:$O.>:A#'#D/+>BZ#43S)+<: :_Z9L+:[]Y\6
MJ[8,,O<2GP'DQA>7CP@DJLRXF,DYBT7'A#RH"QXZ%G+>5\ZIZ#K M7E=W[9 6.?5]$<<99AY13II(.,YDFF
O]0D/(Q)002!M! Y)@-31=@1WO>O+ M5__KOV2!G_X;$BUYX"RM0X3,-/(\N6'Z>&J&
<'JQ*_L3TG=;CFKSMS(KCP)FIJT,X8+K;GUUQM>=F MM[0=9]08BNE\B,5Q:F\TR&)0]-/#+(9?LXBE:_J*
MD0M4;*]FQ98)1#HN "=X9Y_U+;8ZG^\809<30@4( M;4P"F5T@PQETL)@%&('!"(7Y:O/%(\ 2[D4?
X&_;>5.;4HF/W_5]@_A2%MIB M$YV_M A#CPL_)UAZ08(C1G+E1(4$QV'(8DI()K(,U@EE@)K1-
]U)/Q31$85(V/>Y3>MN_QHK<";MJB]Z$OFN.B]P/ISRMZWRWW!RIZ/Y 15O1^^+J=Y[2M M?
_M9$)VVUHX"N17LJ;J46[;^9H=Q'J;28S@-=/)VHOPHHIC ?NJQG(D@]#.C M0!R$Z,3F=4L-YC09P67F/;D&
68V^]6K6Z+C!A+L1$&D=.1-&9&$Q^G
M,B$QR\,D#T"E9^,D)]9_S4!;%*59L#Q!&>!F9@KW[>9O6BJ^3A=Y1VK!^RGJEY4B<]\:FG<9]RG)LQ0V?,8YCQ!5LII0<[I
[ MX%O7LO:ZZ^C"@+K5.:HY1Z0;R&9=U^K^LS2T76_Y^0!-G:;$6T;V:S)ZW"'+Z M@OK/K3GNYN5='%;33M$?:#)
(75E8Y_S-:Y"G@O? ?D]&R/9ZD%7*B10?1/?? MJZ*M?;O>!.'[,P%\DD9>0'/, YKB*,@HS@/*,8D"&HHL5Z;=**AF07OJ*/HW
M#7^-E*'=7C^@LBTH7>V8@%Z/F2-K>ETV"5[0V%I''/VP8>-'#5M7?;ME!7TV M@,WB2@T,@+,K-
G/*,U^Y@2$YO(*#+P$O:+TIZN*2_[V^J;JOS^Q]W:P#(X;% MK"=>G]@NW'2I&/V1N.BF6BHWI:NHGI=,*)^A/IV4:
S"2%S=C?PP/3<3W6%T MR$!*JY+54VO.5]XZ(E2_5'7L49C:<;%1UB&>1Y(XB(PZO.HHI&@FV4T>QA^"YXN5IM6*_
M)XVX5TZ\J&%;X= :$^N;(MT;,K C;KX##@(PO@VZDAVF<:?$=KS[F0AGM04. M+CS;/F@B7G\S-
'H>KH+=68_?"%']M2J?'BT&GPPL,IX)#@$XPV,9#12A.'UIU-$0V$Z^NAR>-VP:>N]^ZV$1D)_$S0/,=2 M^"F.
(A%ARE(/2\F2)/!X*!)0!?S^\E-OC2TQ6(CHE?QF42![J8";7M?D>HI& M:,=%;7XK-&8XX*]#KB<>.K,9)UW+^^(^@"9^/I-
B*;5U&5QW_:M6"1I MG&6QTB?N);I++ \PS=2!+Q<^E;D4(HQ!_:5-B$ZL;_UD%?J"UFR@E@^T863=
MD@5XAV\$J9FRN@8*IL)N,++/[S$0VG5^SQ#)M\GO,0#A9'Z/R;OV,2&=E;W( M*<]D'@NLVT6K39<03,)
<_2WV$I+&'I7$*(OG]<)S17XT+7BHIQ7=/+H#%<@R MH#,HBU4$I_X64&;=J'9XS1]JH^%9O9^;
[=_[B9!O"^+=D/NU;P0R<. T 0' M/.$X\@3'Q \R[),\DTD8I!Y/[&;]'!*;6F%VXTLVM"U3W 81,]L67>$ U#,; M",X8U7):-N?
368Z0>J.!+*>%/CV#9> =RP9KRT)5X,MF4V"M9T%5*=WOG?+0+')UZ?*8OA73O-3 M((R'CAW(#]-
S,]$G"""/2&]=R7!LS5DS&0:$>IW),/2H97+ZMF7K5W&O/\1; M\:C;\!?
W5X4LJXRRF=5/=*.Y77[>>C)&^Z1FO6V4N.87&,6V_5#, MW(49H(:9E#[*:ZIHRQ/J,=7&W#9/3-$;VA%$KC+ +;F8-
_[/*@.LKG/7 [N M@+0]7;_N6KK>-L6O]?9J#NR0&"XWL>'J&M7VV% *U3Q5!?JU[EWXFCLHIB"- M.RP3X .S-F;03.#
"6WR'^MKS_)JIW9565ORLS[)X\J@>;E^O'M@&%1SQ/YCS +(\"'/$@PGF8QYAE M21I&/A=Q'!BW13F;G:EOY#>\(-
DQP@NN$'L35#J'PTGT[KZ,,8L3ZS
M0^PH@K*#_=,&]HY%M.41;9A$U_/##FC),BO\=IU:9OD88*U/QAWJ]H=QKN>^NO4W9R06 2!CP-"/+6SQ'I80N#A(
M2/\Q3&F4, M4L86!JLB;C4$],,C^D).JEGH*H?^V4XW"]633C MI!@;M3C] #S,T5E>G0/5U>!1D.MQ@N@F%;
(*PB!T45M$1(*G9@B1V$/1C)98K6 X6^:H; MHPE^_2RJ0KG#S:=E00H]9D_D$(!T!W-#(.]:&,U-JR&=/O-4=!UJ MPC3U4\
(\S)(\QWIZ-:,Z;TG.6!C',O=\HRRY4P0F-H:['EWKT6KF128#+#3-" 0(/FYMA[\YF6 :[WS,C04""-(U *;:G M2RM%1@0^J2,??
ML$V>W_;[VGXCL]C7N7(^3K-(:?]$[?Q9+!D.2.J),/)%2$ #F'%&;.0C\IXF&V^>E'[;3N5CR+XJFOIR?6OJ#?
UO^=)&$;+/Z$4U".TWWS42B#<)C,0QE> -XTX?U356V; ?ZW(-7' M@G\@C5AXA*8B%4SMTXFN'V4YSH,@Q(1F?
BQ(IOQC;MI X121B4W$FNRFH:0F MC!1E],'XAF 0H6&;X$INF/I;B0QJP3 FDU4[AI.+SM:.84RL?IN&T6;C]=
(DP$T0%B+,;*# MVDD ^U:/,@_K6K#/KEV7@O4:\W4EV&=ZKPO!JU_!O[%?RN+V:25\C\;^957=
M50]%PS^MR+WI=_CD E-G/)0%UH21IHS]O7EF.H=D6:@M[_2 ,@ 0XUK@! .8 M7IB)CW[37#A*#1V5TDJ=3J\ZFX*-
"M97N?&';;N-VEEH]5WY\[(HJV7STJ_8 M683JI3!(,RS],.11F A,_2C'1 9>& :"^'FT*-H1C-PL?CM,T.B;FW??W#Y9
MXR_P!^6K5$OZI,*-6I*5*@/2O=)*ULMJ"]3XNRLOG^[963Q_4 M+A\;P Y\]/T9-N#6.U/_OWP6%;D7J"LUW)\S^J"S.$#
[\'$TC+;ALX& [\+G M8P#=A0>%M-V$CR\ZYQX*-:K+7CX66@SEP3,#FQH6@)M[V?;6?. M3_'!F'D";PTWS!Q:D'8_H?
D,*.8:TFS#XA]K3O,9((-'-9]#"^X&73\U=4,* MKLL\!"O5;OIR57!(..WT"E.[0J#HVH"@XSZ.&QEA9J5'$VV(7J@3"5\^+_F3
MC&Q;/R;P:6GM[^,8/ U7L=9/8HWZR%8O-V3)?ZW?EU_%2C!U M>E]?&L[+C;W)( YLI!\!O7Y:F@ M@VFW)6I3#*6SP,-
N2AV$T'QCZRS$WYMC9_/^&>$*V%375Z_-%YRP"#T8CVL] M0RC[0(/;H:PG1#@OC##WZ-430AP-&IQ?/ZP'P]?
7\J]ER6OE :_GQ==?RQ6_ MZ:IO7WXF!>FEOJF)>);A+(D9]AE5/P\3(:@T3MH"D9[Z7GE- M$#UL*0)2EV @DB!FU"
<,QSR+RB3V T+CG)A=?TP$XSE7(4> M1.*[WI1!!,VZ1?-JB#HMC0I>TM(T@YQ6C#"M*\7* M@#]/_TT$I-5-
MAI]=HIU;'&'9=U90#.;CP5:<+T//2M*]G#V[%2R+VCE?ZB\166F/\:IX3QZ7 M#5EMN@;))
(T8RS")J=!C)0C.913AT,N]@/+$HQ%HK,0@M:FCT%O:[=GF7__% M3[Q_6Q9HS0.PMGT0-K/0LC,P@#'B?
1SP#H()6F<:R>BJTGV0UKS%[B9B']2[ M&[T$/Z]UP=J'^YM**9Z*$#974=?GN>^:/G0=F%0A$73)C1!LKF."SU^H#M;
M7JL+FR.B.LW<&I3*ZJ1W?,79SGN#_O5/?<,/6MX3/]%:_/-);;X?GT71'PZ: M1HFD?B9Q&@=JOPP"=4KA*

*<,T]\,P24+B>P1TV7N*TL0:N*.+6L)G7=Z>1,ML MFW2" 4PK+<6'WZB.B>;J6O0DG7GO-L?*
*$/;B@''W!3H&_E(VH;\A+. ^=>3T$- M T_@6$BELQZC.",\QGF2"D+SA&8^63R+BI:F6MM?'O(E[1,!! 85,?384;M*
*MA0!6ON]A8::1MO)!(YY:L#49=SIWC'E':K:W]*R:=4RHU\IT]!E+_1&_]YHS*
*M566A_LJZC('C31,RXOLLS]3I,0L8CA*2X"R.8QQSF84Y)PGU0.=(* ,3;Y>W M0@]>1?W>87L*
*342BJZAUDZ(&5"SQ>^GL9JG084M&*XL!93\O-;$$IP#BV.[ MCIU5^DBJ0A&J;T359BU]6*Z>&L'5,2"BU M"' 14&1]*),*
*[3S-?W!\1GF8PR M!MS@3U":?*]?T]&;/%J5M=KV1858^?!0%JC6C* ?E@7BY6I%JNZ7[4^!$]%/ MX6AF9AQ@*
*[,F&X)ZE'DWY.8"K8FZLQHS*K](Z*^5O*QQ^'QJG6J M B3QK_?*U'D%H$R_OBCCL2=+*6#JLLG><9>R=X1MJY!2?YW9*
*DE'F.^'CX[] M&MY:Z:/: 9N7MH*+L&;Y+#Z0AJQ[QRSBC&0DC046@8AQ)"G!) X23$60>RD+ M6!P9#18;*
*(S2Q8G2D48^V;C5$T)JZ>9>E0;"&E<@E!,!-R%)Z4,,E$]&LFBX- M+CQ;XR43\?K-*
*EXR>AV_MZ)N2-.ZJ1]*4:MC\ZWXY].R$ILT7'"&K/F*DY]3 MMXPH+U'4J"@;5'6\;!.*
*[S7RSV0R\1H:1&XPW!E">V'1L^4$.^(Z(Y@9TJ MS1$T.V=.@@O,7&PA43R@C@E=%;-A ZFS>)\1=Z=1L.R.SJ?F=&*
*<]L8+A>'V& MA2]@V>*C6A/ZVBB3U!Z7ZZNZ?*
*M)!*A&',144RY0JL\&%Q%F(S*YJI_QVE"_;N&!7XH&_'^!N6>2#LF^!/*W$MM_V9._-Q6?#>_(1U M#(%?%[=ZK%FU+.[?*
*D7I9W^F;N)V+++GOUD0 MF)4)3,+=U/DF:UYU=B9F/>#&V863H.],4:YC8EO#]G M9<,N*@NT91BU'*MC4-*
*NT=9+KN4G0=)5,XY2W>1-PIH#U(&EG$B*6%GIS.E3, M=",DR>JFK-LTV^T(%A(D)-$#Z5.] [ B8CC/)*
*<&>YU,_3CPA/*,6MA"B4]O3 M;1A#Z_F&";3APGJDFQ&>A@;3,4I .W@^0'"C!I#8E:TR(3FO"0* <&!9(._: M&8Q;058?*
*VYC2[@A8+W*2Q2&7'J9AGN HEA&F1/J8,# ^G+ MHJ-ONZT949A;B*
*M*!602=C2,O[&=UW)*D49=4$S]$VL.))EA99;)BSR!X\C9F8#SL8!&MY5PG?T M>F$:=4+],B"TQ9"K :&*
*<3;HZ1F/F<5<#8A[.O!IZV&6WMH4O \+S2.(TBR6. M C_'),UR+%.1Y31(X]*
*WNDX=)C/U_JV)*ANCJ.K\GEU{CG55L(OV:6?[. ]|CWB,IYZNF3'?7'=+3[RC?EEGX4&C MF5O)3:.7-O+ E$Z+@ZV>>#*
*<'N>I: S5=O^;VV'^Z0;'+ MV.9KR9W%,K<+SQR[?"W08:SRX(F)>IF>:NWW\9I/;5:%B6I:\=2NW!_V%SZD@C,Z0.LW'?*
*8X+\4?Z".U= ME/WF:;T9#/0%'75EM%P7J),,]41#K6RH4<*AM707J)-/7R1W$E[T@K8S-G:= M]/.9J_7K-$+*
*1RWN3XHWCK0R3P&GX<.;/=P"D: M0#>W1WKK[ZZI_SA)S-=86&?;=?PA M@&$&QL&";T:NJM!7;@7,N+%#+ M!1?*
*6UF)U"4M3F*E]&9R;I_7R;V26]H4[;8Y>/6?;)NOQ<=4>!,GJ/:F_?5J5 MOU\5LJP>R%Z^B.?Y:4JDAY,\RI7R)0SG*
*8EQ3K@,F#)6(DU@3;.,Z$Y]A=?C M O%ES59E6W>KK%=[?2455^I$MF7K+]"N6F;@&D;HW$,&#*GUT=(<(,T"ZO$P*
*M34H.3&YG[;C,J,[ASCIFD%B:(@4;LZIDPW_TC502539SCL9V$6,9;X'LTAMXM@#B:^A+SD?W^J*
*M^SU!+I2Q&6Y^X0A9PVC/E'B=>P_9+F39?.CA<56^"'+%NUGT\-OZE++K+O38,7F]'5VY^KQM_JY/@?XM&*
*MUZ_>%\O_$;R+@7\JJ_6/!'/^(@J"@ =^BF7FA\JL10FF7J2LG/ 3/Z 9X8E1 M\Y2W87]BUZM'2C=!4O3;-,?S$ZEF_I#-*
*+.P?]Z,#NH &B5^=#)M+5,UT6Z+_M(AJTX_MB?5G:?N@]WAUV@WH3R%TUF9J7^7E[5[W)!W/0$NMMN+#.Q.-/K.GY*
*MZI^7A;AJQ$.]"#,1,UV/3+P@QE&044QEY.,@\X@ZJWM!F()F%P_0FGA+6%/> M/U!JXJBE#BR#&*
*<+,S&@[0@)F8:U!L,G<&Q//72K?24ISY_:-B7PDV6_T%<=9 M#@O"0A$$>8Z5\B8X8B+$1,0I9IE/F9 !R60$.@^?*
*HC3QN;F"MIX0^2K !.4CAW2^Z\WUIM].L9,%T1U1*97K ;TVV/+QMH^J0=;M-&*
*(KK;J8>)S;M9&PE^L%^;O75VJ7IG2RZ+ M]KQ0B6_*I"R?Q?*
*JGFXL=*CWBAT&*$ZEK4BGQ<":HAWV/$9IE22"E;UFU;D)_MZMNS?GWV'AN;_W13Y01IEL?(\2.;A* Y33$,B*
*M,"&4>9[(PR0$69\Q@A.;FSWR2--'6P8LQUZ-0FAF6%P" [,DYV$"-B&F@CJR M&:/D9C42IL*_M@K&[P';*
*(+=3:+_IT/M5<C+- '\2Q6Y:/^5SNT M=B%%&H@X%CB7OK(+/(HPC91KDK/0]Q*?^[X,S6>=6W PM:%H6=(%6:1C"K%C*
*MAQ?=1XOO.$-,LP:92&V#_;!!F051H(7IP+PJT)J?8\<=I%A"/9[:6Y_)L80, M^9X84\M9WQ-@"YSX?08NPX._;1:>*
*MK<17W9I-\.MG417+^V_-NNU2<7^KO-'UL&O.=6$W"[ 0:8@C*4),$RDP"TGD M^90%/.'&)M^.AXF-_C;'JN4*=6RA-*
*5]HRQC:?LWE>B\V?;GIP+&DK.:$9P1-,(1TQY^31-,NPGGA]3&N9Q;'3F-R,W ML4U?-*
*V#H,X!V"*R;VT+LS3A^!N;.*2HPR_P&@ !LK5-@[,SJF0#!S*BQO(,6 MN" EVM<*-P-4$IK":A4&G*
*0MF(35.;6G2A@O=X^>'7SK0?D1;7M#E.&HV=0- -P5 M#)@2GKM2 C(D1(!Z IV1N9Z/TFD[?*
*TG,T:YSQ(L(UUQS),4DR@+L:1^G#*6 M\RC/(-;D"(V)S<9MKY7P+ANIR\6"68MC^)B9A3.EANG_]4'*55M%Y$['!Z1Q*
*ML,S'*,RJM0,BOE;/H4=G[HGXY4F?KJ[E)>?+KD]#-T7F\JGY5E8Z,WL1T"S)*
*M2"ZP(,+'D6X=14B>8B%)F$8Q3X,05L0\';]31\NV[52*EI5M?\,:D2U/B&S9 M:?.<:EV0A;J&Q^LVB-;SHJ;\F,W,TA_DPX.9-*
*P==#;]L/_"= )O!5SL1_@"- M"\UQ?NONA :<_O^C!:$YY,[Z# )(VFTHOY)JJ0^A.@*WSNI(8NI',B#8;PLS MA4]P%@F)*
*T9\J;:%F K0,)E#$A.;[PW!=>#=*O?E""YFAO,\:6'V#B@HV#B= MEL6133E"8%93<%K*
*UQH*1%I/J#H,VN>:C6>KVNM@UET?U@67]]K 3AUT6? M\L(CC,DLD^JX16(J:PM5 MM\SH26[/FV]^^_,?*
*E)^MDX@,O:SS/@*#&/@*%>1YDH00Y::=) M36SM=P>N:DL:U6O:P)#]:,@.0_1.0 "&Y+?R[ZBBKV/RPX/OHZ*Y"K:?)C1O*
*M<'U4X(-@^O@;=FK<&QEZ6?!^XY[N;G!!PYQ*D1!,0J*46?H9IK'/,$E$[F59*
*M*+PL@$32QPA.'%;O"IM7O2&\.IE8M*1A&CV*G)E>N\0#IMV?7X'P<1@$L%J;*
*M2N9(N4?)S:KBIL*_5G3C]RQ[%R_U95S!ZT6]-#DF282C7.@65ZG )* !CI/4 M\Q,6\B#@FS+G.T!KW@T!H^_M?*
*EGSG<5Y;$,.V(IW"X.9DL*DLCL%C4H"[[K[ MFFM7[7:WZ\[;9_>U. <-=@\> (8_&%_*&QQ M\NV)O51-%&FJV-^[3%#J]+*
*LB'&OR@'Q1^(*3B2']\0KU27_>]LM\G&=&&ZH M8(=O3GW=NEJA+EMXVS>C?TUBKEE'9!*
*[7JO/$A6G4B*3C10(@A3HMF94R'5EN M-D4Z+4I?B0:>LG/EMB.[WKUL__JWI:C40M]>/NO"IJ"'16=U3&!"O?5?*
*@VQ;W>G\ERT)G>5T7G]5WX2.1 M6X=I$7L9386DV ]}AB,]&IJPA&'&..%>GOK*8@#.@0.DYCD1:MKZ%F[5QG76*
*MI"$%S2=P&MFLSQ3;2L],4=>]UJ\+]+D-XJRIGB\PX,;K?,'M[K.L (!=50V+ M-G@1=>+5^:Z9AGG?*
*NT0:>=3.0]DE!MV0);\JUB76BS@D24P\@GU&?&5R9(QS M*F+,4S5V2$W2F/AGL%5E=V;%N5@%S/4ZA9.9K,) =>$S8*
*MB7VS%OO]B-A@GV)$*$=.Q"DJLWH-(Z*^=A/&'C]WHEUO:O!EP?\F^/U>I<;' M[:"E,_&]>:<$^<[K[93X"RP-*
*HQ6SX0@,,"]FR[7G\NN]^PU M8[W*+K1C#?VFF4,M=P[/+2Y /H4W:=-[1,13O7F//7]6[EW++;:.-S7WW55T_ MJ9^(=:NP))*
*T)0+'@1ZNR^,$YWX0XR".LB0(,,^(M+BG-B0_3\QB4^>COLER MVS4&T-0.BBE(FYU =(Z&:UAVS72TO] R@39L*
*MAO'K\)O$7PI>K5[NV^8]R^;EYW\T-]52+?NMN+]AC>FMXO J$Q\J%'&AJ.OO M]H8!]#.I_B$:U'*!ND9UYC>-*
*(YB,!#*=P@'3=T,DV@%DS$V(SUA:JUO)D:5G MNZ$T$[%_6VGX!EQAKPJN'8@GTEVH&2KH_EL3*^2,F.'0Z"-*
*RC2N9O4@PI=K1 M<7;U=YI]*RUYM=1L6G%M\3_(-2*J5([;BY[]J;O5N@.3$QY*
*MC^U377FMT!MG64FQ;-29MUX0PA.9Y!%F8:Z+[%***6S/Q(S1WI. MH&'&8>=(ZWZ6+6_KZ9X770+!!=HQN';[-*
*\T(N@^DQZ;+>1=N ',V .-,=F:> MB.$&O,,1&8[6M;Q,9.SIX6FE3]C7>BS=D>D14R %O)Z\?G^% M+INNG^%F]OR-*
*VDF*QF$&H[7 KJXNC>G.>YD)A>/@>A.\ ,R8U%6ST(W5/K9] MU2X+WB/X02A2;-E-#R8/XEK>5+KQ6O.R&)#*
*(+&9&=N4<)B8V,9JDWM4W1($-2LZ"=]C$S 4:S-K \3(V,2X$'K(V:OV> MI5'_VEF9LTC/8G!*
*<@+.Q/4[6LBR^+8M[I:4/NH3_3BVQUH30]X)<_0_'RE_! MD9]RG(5>A'WNIR16)\ H*
*=7/'R5&UY<.RB6JY+:XT3F+:0=%/2@?';X:9B:[CC'LQSM/_C[HW;8X< M1](&_PK,9FVFRDR8Y0%>TY\BEI6J&JNM#S**
*<2G:'2 T94I;ZUR] MQL&X2 $F;7SOIVE5))P]R?"'0[X%?D1"0+D^5ICE,Z3F/HZ=#MY]@]%$C0T M;8?*
*S[G#1O<$<(ZWIG:21H/;#=(]D<3TO=T?@QXS$/1+P[-3;XR=G2R3>3H)F MPO,0]P.8QD@5(A%YT/:8]'H3XA,*
*<1(%OUMIS!"\3J[)1)]JSE4.XQ'XN>@9@) M;#-+,B7.<^0;3S3/>PPG?_5LXZ$YWRZ6-$]ZN*J:F\Q%@9?O=5[O\ODUTQ_.*
*MO3_UN:"JRH*7K_5!P_(U&_K)$6?E[S*@,X#1@)9]*;&809!#=HJ. $ +N>"F> <-1.85"P MWHX*Y]^>KZG"H 1[?*
*16&GYYYUE;;1;1S^&GR+!Z^X>+V12U1WY3-@#[._H>K M,YI'&0>R'+(%ADJ00D32 6>11&" 2(D+5Z+UP MEJ%*
*<#H6:V+YNZ /<,M#FMP*F=$VHMDUO3=LF-9R+EALN6I=2\7$!=IR -2L&/K8NEAI'C0D0,ML=], 9SEVV1\G@7#(!6G:G*
*ME)%?*;-#BZ'4O4<8W;7F.] 82K=WO#%]U\)NMN;[8UZW*?W*YC]5O+'XZ^^O MQZ/((S%5)M*7%I,32#*
*7$$FSZ07"#Y),:%O,07)3QUQ:3Z_+ -AR8*#\P[!I M&$>G8!A&8?IPL+&&PX 8V$&GP-A90+LOBIGATQ:SU^0-KS*?*
*L=.6:,_,Z;]E M8> ZM7/*?VU\UGK]E50.7QQ0#!,?(8@2*MW"-"00,^PQS"+,N?Z=<@^AB8U: MMX:TJ>IM:1MH;Q]*

*(&H;,D>AF)NR,U#;&JT|\ [/E" 8[@V4-AYG-TI"QUUKU MO3^?G=*08L]"Z3QO89O60^;674:O_I3G;K8N?*
*0]1&G.1")@$RNNB@?2ZA.>K MR]\8R1 M&P#LS-'FAE64U:9O\]ZW0-W(KD=].K),P]+V&J:>U^>S2\,R[)DECG,(PPQRB**
*M@EOD8^B0),AI&S&.>72+Q$:V)K5-##^2; MNPZ;>>(Z@.D%:1S!8&:N=D0O0(O&WLW/%.FY9Z5SGGY[3.D'I=>>%?*
*E\^NSY M5\PK\K_D1?[\^KSV9TGB2Q]"C8MF80013Q.(B8<@C3V>X0 '/J&Z9?9[*T^L*
*MK&M:^I7R^V+W*^$H8G[Z\U6='Y2C&XE^>D'+.90\GI3 MG/.1K]9##:5_H^)1VM,H>]:8X<2_*>/:H]U$H*
*WF4?;!,..!B.T3 _.!O(;S9 M0$H-R>S&4O8M/-]P2@WQ]D94ZCQOYVI>U:O\656GBFT<>/O#KDID;<5]'#,4*
*MX!"RC*FIRB&#.$AB2&D6QL(+/3\Q*C,U(3ZU,RKI_ON_^;'WM_[4D?$@ZOFC M4T%C&*=8<]'TPMO-W?*
*O"L:*N%ZPP=E9M1'?DO1J1GM6=M0'ET+^U6L/.K-R4 M*U[?X7>5'7]"QF,29H1F:2#=8)%"A&(.TRQ-*
*H1=D.)&N<9*DF8DE&: WL?%H MJ(.7EGS3S=/.?@RAI6\VXG<,Q8ZZ._.@*:8CBS!$;58CH"GZ MH=*
*[KOF;NQS]4;%%5"U:^F'KOQV].K*;.4H8N^@D)AQWS<<*9*=]#A5E3Z]U) MM]63U<@C/R^2E1]^8KG9O._SHG1]*
*]IZGS/7D[NWE06F?KG9LGI]8)Z1-_&^U MZHDLRNJYF3:B8;'/2S>L&3:"F>E#KTS@CX:ZH^+&0V&L-&&[R&S?*
*_T.VN]_Z MHW^S;@=PSVGYQJMWH^_]J7?N G!2G!,= $X_9SEB3'43J^4G]:FL/I:O9"5>EPM* MR]=B53]2$7(J> 3D5&*
*(?)9"3(@J7A,)(SA$*#4J7NLC-G420\59O@+2@-?R ME*%FGZNYYZ#B;:_PBE.>ORD\3<>)]>&G=^)RA8J9YFXH**
*U=BWX!UBBI+NEM MUH.$Z*=[+K]L-5Z>CZ::CP_3$-G5S+ ^4O,."M,0^F@ZF,X[(QL ?GBM\T+U*
*M%VP3$>]F$#M,!6>1[T$611@BEE)((L0A3S/Y?W&,&$JL>@&>HC:Q[F](&16]*
*MZ\&DI^'.A#=3<5VY[=L#]LGCNE/@25H_IFE@G]AG^P?VOF31NN=;\71=?%+7 M,(OZ5OQ6KXJGCRO5?*
*+OZO;KZW]7[XGO%:OEK-0']K6*_5^O(@6X3'\OU]|' MF_%V("^Z%X2X&7#[&Z]7Z@[CXSK4<%?E905^Y[C:U*
*:OLVE_:RH9U1J7RH^2 M/ZJ'##K^V$(_[+W/@;J9$9D.<)=9S0Z@LVL79$MTOL9!(V'9:R$T=BUW'5/O M_J?*
*S0[L:U&8(D%AG,5)9'6T>P]"C+,E"F'HBA@@Q C&*(\@2B@C.$IYZ6OF-.L0F5NK=C _6S+IX MJHQ'D/5"I:O-;@*
*PT^;#.1^_],INH<;#0CE3XQY2,ZOQL-#':JSQCOD1I&T= M\F=%F[G'N@>+_;>FOI?_DUOQ7MI>FIC!LF**
*(L(#Z4SF]CZ/^F@XB"E M\J?02[E@*/2UNB[H$IQZ*U.C)N0YCS;T#>=3#6&EMX^Y1,!P+U.4E?*
*0M[KOF8O[F^N;7[Z"NZM[ M<'G[Y(/M9M]M2)HF&6X%'/99[64S4ZM3*
*MR86#XEGD%1Y*,B*G<+O4S/F$AR((6$9_:7?.'M=O3)6M:LR95GD"31+*SK9[L0A2Y'L0Q9YJ-):ED+ L@4$0HY2P($Y]*
*MK9/BQ'Q.'7%>0.@FSWHZ:]$4F,,$4LDRZ M5D@(#K,P\R%' 6<>00GUC2: GB,T^;U\2\Y,%|^BHJ>.+F0UT\B&8C-,W;F/?*
*V=>7PJU]^X**L^#VG2US7N -(P M#@XYOP!8\0XD\^ZLW42H.C*2KKF;U;9.!.VA29Z*C&TAA#P]M1,0ZS9O=>M7*
*M1'X2836ED D<0D0$A5DJO:TD3KA'6"22.# SRN>)36Y?.Y,>ZW__MS3PD[\! MWK!@6A%Q%B_-8Y$3# Q#.PV="[!8M?*
*W)FXN;50GN)"9-AJ%[KVQ83&TRIOBO)5^G+Y MPBM)NRE\0EF*6)A!Y&=,_D$X)%Y$(?;3@'&>419H';!&P&/Z^3]EN2*
*M1GG&XV'NMQ2S@F=F2$QQ,^H Z43F$1TCQ]&?K<.D$YBZ'2G=+&C1T8/SZI>] M?'VYKNM7J<.?*
*S(>M]RPQL051E$%#&JQI7X!/9;DJ2I/6.'T0#(>P'4EO9@+Z M!)]@^KF&C'8]0WK6G:^-R+!P>YU%-!ZW/-6T99D?*
*RV=YYGCD.$JCU"/09\R' MR/,"B&/B0S\,49K$''D!-HI[=%>?.MZQ'E_P1TO-M-YY#P=-A]Y6.L/XQK:>_M>4@R?*
*UR$^)=>2$GWS(?#/[LJJ6]MBCOA5MJHKQ7G9^A8E5 MYHO<[*L<+T%#7;EW)W*6]/>T'B2&MS0W()AIEI;\$VQMP]):*
*[6P]R\ZVL0V+ MUMW7-)YV46:G2#P&*?*2-(J@2%DD3[@Q@6G(.0R1[U.$ Y'XR+ZX3I&86%L5 M09#ORD-*
*5==V8BKH&%18+S*@70Q9Z B+$B>IU['[]XH3X$0N\D)M=]8W#Q>J* M;Q)D]'R*
*<=*:F;M&S!VQB\9L3557V!5EDFK"AL /K'"L"MA?.;CWI$6]X')Y M7;#\+6>O>%F;M2,Y]>[$9D:2!!V:!L6#I^0+74GA*
*MJ07G*RSL$6>OO+#O.;L-_ .N\UI=./%Z,[]M4;"O^5/1Q,&*U;H=F'36[LIE M3G->[[Q-*
*FA)YCA4!3'"*,Y*:&.$P9BR'U>8APXC&"#9,*QK S?83KUR]?%O>_ M@]M/X.OU+S?7GZXO%S?*
*OKS7UU5>PN/D(/BR^7G]5 M#]_=7WV]NGE8/%S?WGPUVR]'?3QZ.^M3ZM3A#.Q8 QO>*
*M)BJI)Y2RI+@Q;HDW3$7<&9E P1];C M/)U93<.@N(=Z/_R"=8=BRCFK/TD6/W?KNQ^)QTG"0PR]R$NE4L<93'E&84P8*
*M82CR6!H:7=*?I33Q0>-#657E=U7O:MQ[^ PR>JKJ1%XS5=V0!$W=V^?]G@I. M^POW2^:NN? 9.G-*
*W%NX7]T1;X8$7;&+9I=F1?OO"U"'JJUN3<'2I?6"W$L!0 M7ZYN'9_.CYBVC!V74YC9^SLKXK'?*
*=_Y1.R7\#5>YRL]5([.;9$$:.^#&5_AP, M$L^#**4"$HHY]&D8<131U.-&304."4RL?AMRS3AVJWZN1XCHZ=T8.BIY3%*
*M(YFOW#O($Y]"A$,&4\PQ##+B)Y'/PR0RRI+0HCJQ6FUY4&?N+A?_L6G8KU$'*
*M,P)3O5W+.5)F:NL$)/N1*CI"NQZMTDOSQXQ8T8'A[*@5K9?MC,>VJ62]ZXU> M?\!+-2+RZS?.5Y_+MCCQP_ON@*
*M\$/[/P-%V]H2^EK)/>@C?RGK?/59GN/RI?S[8QIF) @(@4&"0HBXSV"6LA!R MC(00828H-3+YYPA-;+_?*
*>*&2/>HU='JL;5=UH[MJ)4[7X7@*7QZF7D(Q#$5'5 MX#]*()'>&_0C'F*1>5D:6W8[';*
*\]4&QTR_SGK^5RS=UD;&>#KMFY_T_ZDZN MQ>?U;(#U,[\6K[7\K4H'6[SA?-G<#:J_2:L =O'NYE>[Q ';'JA#'Y.F 9D" M?*
*$.+TL'] -$='S.U'=4$P7DCT2&Z/Z@UJ"8)V[?.:/W:6O_ERI MECK2<5&U&Q""9&'2H@"GD'$O*
*1BD@30SQ*2>B(@F1]K70#WDIGE2;@ MY;+\WGSU^88Z^"DOP+-TX;[5Y\=3FP V<'OL# 8SN]#8@MO=[)$MV8'2%Q/)*
*M64F;(H^V>_ST".S1FQP)_?MT+0%;JZ>>;4R9%X=>>X?>__8\%^I:$FQOU_6> MMIP.5E\NRYH_E%^*EUR-83EH-*
*VXR,JQ_J8E-T'J0;<."ZA/^D#\W[:. ^W-Q= M=\;_U/);J-@R'#0V@-)P1,LQ0&;&21>;2?P60^GMQYD-K#_OC#,J88\&GVF^*
*M-M(#6=!5_B;/!_?E; MA*9#;&)3<,"7_Z$H@S5IS6MF+<@,/9&10(SQ1\"&]G1@6#HG(T%QX:(8@V/O MJ?*
*1(J^VOG%KCQW@M/=*<]5WZWK'LGZ"R-7C!ZCO\KJSEY6NE&D8N"G8CY6G_M\D@YYZG/,51]@2!2-0A8"*
*I3E*51Q!"EAC/(-8A,,.4V+("7E@7#+@(ZJ"$6 M)B2+(KD=< Z1)U%+!68P]0..4"*X0*%AQP7'N-GU8)@>.,W[+-*
*=HF&T16^K@ M;@ '_X,!H*YZMB@0W+>'@X&(!QU=3!YU\YN+NJ:K^H3(SBWR4 H$&F4^"FD*
*MD3*;/@TASCR5_>!1S"/*0F&45C](<>HC8D/_O\S4?1@F/5UW*KSA\:\A?68>*
*M[B2Y4MK".E+^87JS:KZV^(=JK_^B^6W/)[7FHJG[KGZOK@IV*Z[^=_6^^"Y/ MG;]4Q8I=%\V_U)^6[+=Z53Q=EM+^?*
*SD#V\5^[TR*QUS0VUB@W!7Y64%?N>X M I+#KG[(T^,ZE7!]=_)+A8O5>@)=\0XZ;ZZ^817[R9?-*
*C8K*GUF\O"QSVMRD M_,;KIK6"DBY79Y1:S=5L?R-]%[F@6D/_,LK1ASA\7S7_YV=FT_XJ'YWCVC^W ML%O=I3EB8;;K-*
*K>0=6_D'*]LYZ:IK*=;<:_FXKWR]NA-;$E7M,\ *LFM7!'6VKWZS-O!^H: MIHCV(:?*
*GLSG"P\RR;:&XJTKV2E=MQQY>O>74 AECUTU#9D=.6Q^E6=TU#9$/*
*M'36=5^ST74W7D<<\]1^UC;WAI$2/F(_9=A/8BC\F*G4Q%@>S\((9L3S M<?*
*M%,HNLKZ_U'Q!]),B[,7+3S]AVU6D6.'E>F9,SNM'$F#!!4EA%JGX!VOZH@LS]6;E+9ZH5)( M.5.#';.0JGR4D$@%E*
*XMQ$1D\I2;HL#'"6?$+B]VD/3$]MG25==4VQS9NDV< MY7R[IMT/=O5'XE@V(L0AAXF M%**
*(X#6&*0@&CT(\3%/HD2@,=_WMJ\8E-:$,.-/367V<] W 2AW[3.%8Z0^.G*
*M+YBV1O9)T',DD*^U;HS\8>>]G%QL%G7K$V.C4+W/C.PF\>%]6[QXJ69<-TV^_M6!A@YC,$4QICB'P4PBP,.*
*(Q]&@383W 4:SDI6M2F5JH-0=!0M.J"UH^6WN'! M&0:F?H>1^/;=#?K$E^R';"5WVP?\9YMMH0BU*
*M/?";XC4IU:,G#_="I3RFE"*(,AK!-"4)S((@]DD6^&%LEBTZ3'-BY=YP %;X*
*M3_"VH;ZNUY/D34=0#6.HI^R.D3%3^2THDCK8)$EM&0"+07 LYE9IB^MLD-4P MQ9DG6VE#*
*<#SJ2O_5\9WLN]WR/^_U;J<^1WX69]#WA>H)$D4P8SB 21!$3/A< M1-QHU]>B.OGNW],,T/:X6&W9N %-*
*QQ0H8>BGH%PCHV9B=COAO_3WAR+G^?I*
*MCC\H]02=\L_3_&%=\P=AZ.N@/_SRJ/#:3;GZG:\^;U^:%*SB:5&P+S@O5JK1EG1_(Q;&<1@&4"0\5;T]U$@"'D":$1($*
*M&'O4H*W' +&)+<.&.B@WY)L:TNR%"W3?L3!IFYJS>YX7;[Q>]>^! M)/=4X>=MK9,O#SO8BSWH12HJ&Q,!*
*<99BF*2$1TG"4L_3"AKH$ISZ6F13"=IE M :QY,%!F'>@T+)MC0 QO0_JP,&X]K@V+@9US#(^=K;/[RIB9.0-!>TV=SCKS*
*MF3L#J?9,GLE[%F9OL7KXQK_@ZI]\=2L$5Q4^Z]77Q5(\Q3&*/&GDO#B#B L. M"4TS&(91%"99'+"(:-N\(6I3G_)60-('+0-*
*@PX&%Q1M$3PU<8.+S&??=.79,V[:+]E=:%\7M.*XYA]Y M^]_KXG;UC5<[!['&Y1W],(YJE2'@P9K$\K1*"*
*(,8H@'Y"1>S'PN-Q9#%\68^Z MUM=Y]"3FRV]JQ$^MJD!WY]A2L0-PPX;9';/UD):'IZ-E3LM@.H-U;:\XQM*>$.!A&>_(1*
*M,]VHJ]7CE]):/>$G_KG$17U;[$9MJC%HF\L:52WZL507IH]!&'*YO1*8!4D" M44P3B-,@@5F6\(3YGN_I#2VSH#VQ NY-*
*=6TI:CK0-CCVZ^7$Z)CIK1$PVNHZ M0L2^G50NV]E%Y=]V2FU#<1:E'P'%QBB,6<(V#XVL3C232OTHX'$6P#"-*43<*

M4T7= 87]DJAABRD3C/2 7N<-7^W*3A&C9>. ).3V%'P6&FJRVI=G:HPPY.@Y*XZHIPM/Z\W0_.B7?4
MY>#L@^:'T"_R:*N46Q42:!Y .Z],K%EK2IJM)0_%&3YC6DIBIA1K(LXJ'\XP M;G68[*XSVT'R!//=0^2I?
[:)/TE!0S7)0_F=FV!!'(0LD Y@BK&O&GM%D'!* MH,<(80$. N[KA]E/$)A8'13!9M@+4"1-
HB@GL!C0#@<2FJG)OG!6L:)3G[A! M>&B:,\4T$=1S5-WA8G@!O(6D(7P!6M)@1]ME!8*.C,Y*#WJ)S5QS
MH"/X<;&!UEL679NE'&7![SE536??/{[RA_+J3W7[SV_%52%*^551UMP@+F.P MY,0ZON8$;%@!
[+692[7FIFGEN^/GPCB88P+>L!, ^$6YF-L Q9&;-B-W.2?C<:2BR=BZ)\ +!$89,, 81Q0*F(2,0^6E /9_C MD*8FCL$QB8D-
Q=DIQD.32W01TMOXQ\EMIN@'@KJ_I#HOC*-=_02!67?R\P(> M[MX]3YHWVKDJ5OGJ_>J95T]Y\?1+57Y??5-
Q9ER\/\9>$ F!$*2"R'.][R60 M8")@R*GO$Y&0 &MYZ -T)M;&EC+8D 8M;; FKM^*IP^I?H5T*+ ^95EJ*;M2L M1T,PJ[X]?
>O.UL)'0[AN-Q^=Q^VVR:_\2>VW]_REK)HLJ4UTT:-2+WF,8)AD M&*),M0&1B@D]/PX)]W'@$6JR69XC-
'6PIR4+MG2MH[!GD=+;-%W(;Z:D5J(; M[Y]#5TP_N?_P]\?HS0B"*4$)M@7 M$
5^"HDJMHV9AP3"OH<"K7RJLQ3FV4O71$%#%4BRIKOH(2ZZ^^<(:;UV3GU!
M+?;,,*,V"T/5YQYGSPCT/$.>>Y!FS)03E;7A537)DJP8/JX;4NN[O&*/^* M4NPQ!'U*Y?DQ">5),LT83%'
/>XG"4'Z9>U]E"96NR99)]_2O@!X2QU4DKQ) MD6,?7@.W2BY1,%/'!H#K#@ [PN#>(0
FY9V.@+"LZ[0%Q+"T4T/(_IK.O@5F M+.;4D&._BE/G!?/[\9NR^$4Z'.M8_$=>TRI_41^\<0^>X94FMDF2 ?C+8G$' M-
HD8'1{T[PU !F^ZG:+A9EEZH-A@GXZ^J):W65K+#_;%;:^J-V;:X.WK-3W MCIL7R5DV%O[^52_E&
MW4YAO2E7G7%6NTTH39.0T0Q!$0AY<$]Q"M-0'N$3/PPR@7S/IY'1-9LNY:GO MW?Z^N+_Z^^WGCU?W7_\#7/V?
7Z\??C>\;]/&4/,";@ID# __[4!>M[NWM7RN M;N:TZGOY??OQ0O^651L\JB;6;O*A,K>D,< M/.3/>?%T 20+X,O-
W;4:%UWG3,V'-FB/V8_&\ ;O#@@SO1[$8(H&F%JRVK6^ M[%]ZOJ:76B+NM;O4>\-N4V^-@'(6RD*>V-<5N)31P$^#"
HD&$0D%1#3F$'" M/4K"R%/_9[*!GZ0R]>U[NR]MB1H6+O<#I+<[CQ;;:B>YK&
MK/MLKYB'>VK_PRZRP>]P=5M]5>7*K*G9N^-5DX;Z& @>>UZ6P$@0Z6BK/PCF M*0RH(-2C0<8#HV$6>F0G5MSC[/
77#6#+7B3',[*Y1)7-7CA5?O$J#SQL]CJ MJ;A[Q,QT_BAO7+(@OVF@96(]-5JRT>:33Y5#/B3W)+GD9XG^P)SR(2#Z<\L'
MW]8(^6W*?]5=_-?O^.5*"$Y7^1O_;UR\XNI=@AP]?"_7N9*!CR.>!D3N]%D M48
83!G*8!RF(HA"ZGG(UXX!&I&>V*AL>&GB/4!Q [;L@#4_0#%T 21+!A$R M,WP'W/U)43,S+&: V93*F2%G$&R<#$&
[Z*.CKYY9+-(*@]{@I-F*\T4KK23= M"U_:K6!AB_\'U]_D:7I5=AK07&_[WCY4K_4J\/SX]KG(R6M]+64O%!MWRVTI
M:>*Q,/ 1@9Y*U$ L#B$1Q(,D\BA'GA\&B59*E!MV)K;9._Y M_2CD70\ @4 MDV#-)=BR"12?!N9H_(>C8=QGA=S,X#M
VV87&_^[PW-^-RZ$=$\]R"86;_CS/KNPW/-MIHGNZ,J,6]NYX&IBHZ)] M@0N:+_,V%48-WY1\7#1_KYCIYFE5&V9;?
Y=L].4VP])ST#-#KV9";ML,%9_M@@[=*[!C";2/X&;&R]XONV],4E/D%#M7S>:<\#1O@SJ7,!XUM7.ZN$7J!&.Y
M,AAXB;S@[90CH9L],;30U D46_I,O#3V\\=9\(@=V(0CH$CMVLDS,Q1'PA3 M)$_H2FJ7/S&X^GPI%+J"
[F51:+]D6[!X]1M?+C"2#R*8$D M]CD,4T1"D@DO3;%9[6)W^:E3)[IZOH:B;>G_'AK]:CI>1C.]-!+/HE3QE!0C
MZA3WEINY2/&4*,<5BB>?LCMR?,)YU<0^/[ROJQ+4&><#KO.ZZ:>*!0L)$@(2 M%C*(TLR'Q L22&.*1.)%48:%R6%B@-
[$BM8A"1J;0PU:K3#3\^T=(F&FCL8@ M&+O>FJ(Y%[2L7LJJ.1XW&0^7JCRD>K\L&7\D M4>:C+ @A%Q%5@U1"2'
D8$9*C5<)'&D=6.@26^>W72/A8LV04=EZJP9 8H3 MTTVV'T;=7=<9.%;:\"A<+'9G+6E';-?]Z\^\?VL)>[RAZ[UF?KY]J-
BBJJX+ M]I"OEESW,+O_UL3:VM#0/Z(>2#1\'K47QDR['BK,FL%^5:6&([9U[Y*L&KC[
M*D^D_7(:'3Q/BV1URCQ8:K8CY6D1NN?',T_8>;G;GH>JH:1RYIZ'#(.4XC)@@0:+E;_81F5CWNF3!AJ[1:;
(7H7Y5="6W8;3'1F2C M&7Q#,HT8MG=VZ=FFZ@T)UQV?-_BL;46Y7+#);5&-?A^S)(1(QF(8)U@U,,Z8 M//$)
KT@\VD6^B&.C*K.]I>?.HUD0PS\T9 S;<2X#X7>UF!] M2@1G5=Q[B\]C3V M?,&UKLD.%Y[Z?
*Y"'8J689QG3_;A@(ZM1(8G;SUAC((SISBWBL+L+31;N.44 M^]VXRLE_M]L;/_(WOBQ?
E(Y=%W=527E=/W(24R_.,AC*O4^J1< A$;& "4HB M2N,@HV:;X2DB$ZN(1/+"J^82Y[60< "VXT$%!+_Q)0-
"_B!>5RJ#KO//IJ/G M3P"HMQ>.A<5,SSK40%Z -3V7(^?/2^-LX/P)$C./FS\OY/&P^9YG[;1U4URL M>C#>\-6CEPH1>%Q
'"58>]V>![$G75>>^8*1@)(P-3IK'ZP_]3:F,N5?5#]/
MI8CYFO8%*/A*%3G@Y_9L2/%+OL++WK&56FCI:>4(#,P4[@0&UUM4;J4]PTTIU4+5DSL^%Y^1VT'B'JX^J\Z>$>U07<\]
ML_S#:[Y4'^3-09*0D&5:H_7.$9A85UN2 M^L&?DQ@,.!W[&2F:F@2TUL"'G,_(I).N(8,_)96<+]/0)U0WR]#YGGNMSW?:)
M?*C87;G,J31]:D.]*5<+5KZLN'E'4.T%)]:K-1]@DV&SX:.Y"6VM$M8#. ^31B!B7H>K*:.K$MLAR'#/=?'RNJH_JV.XQ_'"
S]F68(@CA,/(N2',*/4AU'$(IJ1 M,!-8:RR9!JV)%;\A]>__YL?>WWS+8,X)? R#...D-M-K1;1M0:I2CQ7="]!0 M!OX$J9,:
(KH.W9R@]&-"-N=%/ANJZ7EE9#;7K5#71)^6Y?==?PD1X#AB80A9 MY%&(>$+D'IXAZ
(X"PSQ/KD=!UUM@I4C\FAZQ'Z+,997WOV"GXY[S@ZZ"N_)H]Z&LJO*
[_.$2O\A_6[T_^EZ0I2%5\T1C5="0I3"-8P;3@(1(X$Q: M!*T2(#OR$QN!7XO76IY5U3$6O^%\J9)CS-3>$$T]0S
=1F:F0?'16(6&$[!A M1;7B63,#MMR #3ONK(4=#([LAR'Q62V*'3"'-L9R%8N.N4U;].NZ?N7LXVLE M%
[WC55ZR_^'YT[<59^NYN^O3DV]Z)JD7B8TC#+ E###DC M1+4.B"!&J0=9(/P8J<[F0:#=.]%%.[Z0FC9BHX_Y &
M;C5_(/2FOI%D$K1<@I9-T/)Y ;:?R&9L8L/K;DK#!=CP"[H,FS8T=OFQ&/38 M_4$?CUVWW=D_)K/.NQ-
@V=N#UR6]^;KQ3H#27E_>*=:W3?WJ#MIN2X68'P;*,,/1P$G(_9J'/C3KBG* Q]8&:?N/L==DXC)_+X@G*-9[!
MP=#VVJZNZA1B>J[T2!P,MXM#"!ZL(+#( #LKI+,$L&,*,^=_G17Q./WK_*.6
M=V+KS_56'';KO2Y$63TWN]6']_4_ME_/($Y0B.,,9AG":GJN5&B?H"Q_%,O MC2+YA]%5F3D/,RK\
<=OI#E<7@+QOG["KJ[3X #3OW*:%U=Y^N$/4_),.'A-7 MEW<6',Q[IV?2"B"+!,<0Q ME8I+$PS3S.<0>RA&"/D!088#1
=I3JS$&PZ_^E1 FR8T#,_M]'H?BPUYY2-HMFJR& NJ+:ZSF:##%&<>"*H-P?$T4/U7[6S"%:[4'7V]N:?8 MQIEQ%F=))
(\:@GD$(J3ZZJJRRI3XD0@\PA"*C"9^GR$TL?9OR.YNZ:S#\F>A MTE-\%P"8:,N=[.8CP <$0>!#PA[-
M\Z'E+M6U&C&^_@9R&4D&S M$'K$]Z2[C5*81BB# 4JQ"**(I9Y6).OT\E.K:#NEWEHM]Z'05$9K 0U54%LV
M<[4[*8(K9=M??%X5.RG8D6*=?LI^KI5*C/D[9T_\%YP7G\NZ?B@_\'M.E[BN M/'SGRS?
^I2Q6W^I'%"0X":@',Z9246,1PM23:ABC,([\Q.P$^*]Y_7G\/]B<_!#T#+F-OA52.0<3BNRH:+V0=4C8#JU$BJ M,C*(F3I)EI
M);TA++TA%GO09RP*DHQ$-$U,3B$#]"8^EJRIMQF]>_3-+, 0:KZ/,T92!D.5 MLX$"D<$LQ#Y,(I%QDF&4),G&;LZ'V[!=
(7$B_U<3>=TUS99_D?3N MY'=FDZ!X*S[E!2YHCI?;@HU=T4^&A2'I:J.JLQ?/*;-C4R24FMH"2
M4M7X7V!A5E$V)'F_77(HM)FE.3FA:L<#.($'6#1WD"['5O4*/6*&U>EU9QYH MU2O<\72K_L?-U?'J?U?OB^\5JQ?
L'_6Z78&F&IYX=9ZXU.([EE2EX_Z/US9M M7_/P8>4;*:I5A.I82H<-&0:$LE*J4^O-IDP]PG25J.\QN^/$#5^I^]^[
MJE3E).S#^Z\U9]?%>O,LGG9M)1^CR O\B'@P4RWQFYRNS"<^C*,L9BD+PBQ% MCZMRA9=Z9P9]TD9ZN65
^QLK&0%4Q4&:@NN\ &+# L##737'PJKGTT\#EIEF M*YR:>-&&"Y7I_=.O+6@_@RTOD_0B-0? D0=N0'A6-
]LK7]5'<*7[^K[O".KOU.?EWMXOW8BLIEN-R3!29F=
MNL2#HEGMW>=7G6T"Q2LNX\/VS1R4">=HIZ6Y5Q6=:K^C'T?>&%2&[7& M*/48)()Y,(W2*$FPCYE>V<0Y
A/KX#Y%0!5)@_KT4XA02HG'&9(09,TD3N7/ MD!#B($E)S)(@\9!!5'D4,*.#R!/@,V"='"P/C,_P71$O'8AHT&I@I*AV+0.,
M1#8K]^^1I[=L_]1[\Y7?]W"]5T;?]YQE'M]>!YJFPLHG<>PGW(=1H$9IAWX, M280XS)*,$M\+>8J,QBLS1B!'=
<5Q[*T]]V;ZA!10Q_7E<^]+W:]4HF0P/'"KB&$WD.LFZU4BN M_95FF\EU4H#N4*[3#]CFE%>5.IJU-=BR;;?5CWE-
EZ6:C;=I:YSAB(01 M@KZG&J)&)(48R2TKBY,D"6,O0UQKYKPE_:EWL34W;?=?TQQO,R0UM[;I\#%3
MU0T#+32@.^#2?4]D2ZF=Y6N;49\Y3]L*FN/\;+MES#?>]V+5]%E\:G*6BM4- MEDYU3$F<$NS#$(=R_V6$0Q(',%
<>*ZF9QAL*:;1)]TEBM5>?7'"V+;M/G.[.W?N5,6=[R\ MX>5E^?SRJ3">3]2[R-
3N[#:0J^J"):/P[NH6W,C_*3YX4;>7%9_*VNTWM7GN]*74? O6MUK1=L9P_(-18O+Q6G M^7I&R=.W5?
UU[&)E;EM2MIE +0<@)\D#[5F:UY],/0<:*>HF&GS M$" 3.,[:TCH;.C!$;^;) YKB'X\?
T'W1M@/J;FGY\Y*OLTNEVUVMUIFGCY[' M.<9A#!G-,$0DX#!+F8"$>C;! M-3!F9J%+_0)LZ;>%-SKP6+1+U9?
76?]4#9(S-U35!^&XPZK!NY9EBU59JTF% M(E\]9CZA@G&JBI13B# /5>N&1)Z.&0I#DF&<1"9)<9VUC?
3=+NNMW(Z/S@M: MZAZ+3^&@I\V6TIDI;4,$M%00-7?#3EO+Y$[S]T,NSXKF>>7E,Z,>,O#PK M\-F)E^??&*GKRU_O

MKSZ"S]+WQ@[**G+XYO%;\-HV>_T)E*[WONU:/\8;\ $EK/^@=$B%F5< M]{Q>53E=<=8TYCQ.\WI,2> 1$H"D:65$ZY&;MV,3LZ#T]VSJCKY30 PJGYP"8U<'-1(@L\HH M;7E[ZZ2&5YFO:DI;HKT:*OVW1N31?"N7\HVZ;15R7=#EJ^K3-ITGFDL"LI];(9.];V]MYV1&.,82;2&$8I3R *4 *))QA,TPRG2>P+ MX1D%XMVR-['M;!FT2-9QA[^>._;C4#4SR2UOZE)FS1U8LP>Z_*T3_CH<@@V+ MD_2EFP8}EVE%{IB;/P?).; G$Y;<4S$SOW6U>ER/:?R%ET\5?OF64[Q<'ZJ" MD*21R @DB32ER(LRB#,O@W{BB8S'Q,,,ZUC17BH3&\,N0<.3:#\X_2;.F/5^*ZZJ M2B4I{WRKSWG!KU?\>; -@^8R4QY>6NHJ""OIEP4O7^OENNV;3" MD]L+3E*8)E$ $R]+<4"%'R2>::3C%*&)=YCFMC_?T@5"$E]/+#*/DM_,BMFEOX4I%?YQ"9CN_M@4U/BUV!8:;)&QS69!L8&L)M"I'#AHTZ\CF;T-M#:N;1 MQ,-"'_DU7C'MIA[P9C\-M1W9;W"R_\W?[DL&7^,,\XI]0,8]D9H* DBB%%( M8,A8X,>49HG0:F'43V;JRZ^VYGE-^0*TM($D#A1UTPKODT#U:[({]\0UOJ2PE MMRC[[A-L1/'WR65G+@'O$^VX$+SW:[=9EQ+!M2Q]@>INN*QC, M%':/JM)711?\L?[O)#E#.H*ZZL'21VK>ABL:0A]U5]%YQT[!-U>W]WC%OW]' M+^O$5 _%"(7J-!RIO+\$A3!#*(-IB!*!HX2$L=9E:S^9B95Z&_"H5*F(Q"1_M:X9<&?K19R#24^;Q@INI\59F11 HBA-DZ_8+Y4AESQ"955G[!3U4TX&G;6YA MZ\U<(%6.T[2PU*Q'._']#$DR:XK@(Y<+/.:%^FI5_OJ_].O13DFM<]4\2F#3MF^4^69TU\1R0R_*F^'B]&2^&SPJS?P]_C'S0^:Z>?F['Y""?+7DCU[F\U!$ MB=K7/(@P13!+?!]&-(SD+A=Z/M4:V7IJ\8F5K*&A7%0_^(G\O&F KYE><1*, MX>/C&!'-U,I4.J/#XCDQK(Z(1XO-=C \)T;W.'CV&>M#()6J6*T[F=3__/#^ M(%=J#'."8B_U4@S]"".(:"I]1$Q3B#EF! 61'X=:-=0:M"96K3W*0)$&BK)=MZ^D>Q+0/@2YP,#X#VD!@<_ ;$L[=N>\LI;F/?4,BGSCU#;YBJ]#/SV71Y/RT MI?XDII2PA$*,J3SNT03!U*<_AU]:VL\G]Q]C>0IA>>[[>% MGBKND"87:9QLGLSK^I6S-B[SNI).2J$RI"[6CS<<_/=KP4'H70#U76R>_,AI M"+(?$0R+D2 MD)9KW%UT8N57),QTJ)%43V], ^3?3E5[6C96BRZLC16B6G/7+WQ7B\ N_]V^6 MZ3_;A*);T4W_NN=+-=ZH&8^3D7,&(;("]6*C^&V \1 M](/8#X67!K$P\G;'L3/'K@H;RF!-NCNEV'K,_.C/0$]QYT/63.5;4#^, =4\M9\D)%JXRF\8Q,V_^DQ/@CK*DW*QJ.Z"C_K8HFKHIE>")F\=6F@7_K5-*8 MN6N83%TU3>(-#]T.+@6$W1U1I>8C&,PT!H9R,X=&C./'C# (;C<1LF M+YL'GBZ_J:*>3ZJL\E;WNZN"1MVDE+Q>]9R"7X>PX&S63X*,\,TZZ?@,#[N!$ZK])X]U=EB M?Z.!Z48(QR]FFXI>4LY9_4F*IBZUL!2[\>(V-S$?1HBE- P^&!!.(.(ND5?"OPN M1]KPJT:;+VONYL)7S]F=!3.S?6;_N[IA]LT [=YB;S@#7=: XLUE*<)(>)S5 M*=CR,7,1PTBXCBLO>?U-K7XK5$'5(PD8MH9RFD#'52BGP$TB0)T_DGC1KC'N,AD;!N4&*4U_8J];W4KGX'FFE=4P2-VSO M/X@>SI7>SB"8>SR:;C\3B%D+XA'YORB6>H;> MZ??+S* KTN G1?MGA@*ZFK*0R#]..:=S: K_M'$!NT71S;'M_+QKN+YNB<=NBWN5'55)FA]PG=>_%B6I>?6F^IHT;755$7JA9H0WE[(?WK=] MLB^7N*[7_3:2+! Q"D-(A;+)PN MP98!T' PMN?F9)^BGCW[2WTV9O9PY,=BW]QS:JA<-P2=C-\?TT1T:OC/-AZ=MG+#=AB!/Q>]N7/KXRH=G']Y_K3F[+C[EA73S)6,+E8O5<+T-,X=^E'&LHOPDM]"%*/1_B((HAB3W"&65^:-8/Q)R%.>)A8EE^7Q]_Q883@+>LF!EL"Y3U+/"T MV)F95'7!TD"WX499UI\40R O?@9;GL".J4F"^O:8.+*=%@S,:@SM 3JT;B-6 M,@^]_5Y=%6Q]L7UXD7WY5K'?J\/K;K/(F^WZU!6;9HCG4H6'Y(]-@&CE M+M)F#?]PH&T.Y"WB;).![CBP-A8^]B:-='9PFIC8>E&U4:O9=%*_N95K7 K MI'5]X94RHBIB^[&*5=?N#2\52ZM28X_E=4]?RFKIQ_HNN/A(V69SSR<0.:E M!*(L2:5[QD)(@BQ.2"2PR+0:4(QE9&+;V'*F-/-ERUNK?JP$1;D"SY(_0-<, M E%6H-JR",J61X,>[6,^D@$S."/0AFY=B_&M #NVVMR!CZJ1\@HHUL"&-R"9 M SONP-=9,3;HD#\3UG:]\Z?%W*RUO@.@>IONCUE_OG;\#E#8:]3O8CWKGH&" M5])9Z91*Q5F:(B$WB=!+&4181#"C(85Q2'W$O("E9L4M)VA,GERQIK@N2/O; MB=]VLZ5M17E0QB;UJ5/%9MQ<\ A?W3R4:B91O@W@$U;D-8CE+O^@4<4YFX; M>$[$$]T"SSY]V[;WI>*TO2&4SN?B636E_U>[ 8J$I3$A%*:QJEGS!8494>'RMS$LHBE$6)D;Q\1Y:$ZMWEW)SE,(=VJ;M>\\#QIE@*28^Y'$F 4L$@C@-(XAH MYF>1+[P4>YN0^#R0[S7$=!VP[2/Y8V*N&B"<#9OJO&MG&JYP54CGOK{C55-3J$*P]#%FQ/-1M%$#1),4EA,!,M5D.HU0P%&0^(<@L(_HD'9/ON%6VH9@-"IFFK\A!R0]T!'"\ U)=SK?M*Y$C)3]-8U:M[A7S4(W['[;3VP6EK\^O34&P-[MZ"WI*-37Q=6?E-?UK;CA MJ^M"?MOY(XY8G&9"'^O,I"B!"(I7^/",0LU#^ N,P)I%%BJL!"_,DN^YQH>)1 MO.%#78PK$Y WK)@IMPG,>BKO&C4K0]!AARA=K5%3>4R7/>C9FP@+.1W9#9, M*,]J3"P@.30Q-DO8&9Y{CI=73?O-$T/K'T,6HB A& ;(5XT!!(>$>1Z,!0O" MQ ]PR(RN4'NI37QZN+]:? 977Q\6#U=F1J,?(CTSX4QP,\.@R(*6[M[$LTGZ MNVO)Z$CY^VG-JNY:8A\JN-Y+YNE$"_:/A_*.EZK1R*=B]RW5S!8Z_K$FBFI MQJZ+[!Y*<'=UNS>J[P)*LM54:YTYX[WP-"OK(X0,-R[-85WK+0:LEIET)Q; M<[8$F0&ANODO0X]:J)_*H7IX?OI2O.1*L\F>5U?7EYNY: M9Y]]@?@:.BN="FUM]N'IJ,M6P\O5GR]YVW17'NCSDCW&*1=8)!P*PJDJ!4 P$X3!, T%IS$2% 4F M3J\SSB:V ==-_^'\C8,7^?L+=8,FB38';R$%7S77:^^JRXKAE9J[CT;/V?XA M@)N9GFY?P+VYQ-WF@.0=G.P?J%B] #MF0.8",O'YW?,UZ0G .Y^%IMPCT!2QM,OW'VNN1-!I@*.U\7HJR>&P(/*MGK,<,H"9D(88 M4<"$8")#9H6T@Q0GMIDW>*6G1?M'B-/7TM+HKZD*>MT^JO;_2R7IG5/IU[?^JSU--3U00]Y+Y"J=ZF/B%2AEO\-MJX:=&SY0:LRKV6M:VN&G&OIHTYNO<:R;T7I]>PU=M"HC+%:_O\+NR,Z?B\5Z:(C]$JM8K\B%2 M]{B9'\@_.&&4ICQ$::A?)-Q/;.K+A=N'JZ_@;O'[XL-GS9P%+8@&]-ZQX(9> M@R(,UI2-XS'F6)@4U[K#Q+*]@PVKFIB]>3KKW1=6&/&VE8]:?;K5S7?,?=> M?]M7Q=/'UV6;_Q6O5W; =CZ_09455+O[4-1 Y:MCN@[/.;H#KL^DP)K9A,=8NKXPL4:)"M/R9S:;#Z3-1!=[\E^$2IU% M<49HQF 6QJH^+@XA]ED,?92P@%"*&3(J([:0VF(>_%BI]>Z0S&4QO"#N%\ | M"7V/7U?YY>VB\Z:.[PERE!6^_Z^VPZ#KU:WXI2Q9+6W*^C*^_EHNV6-($ HI M2R$F-((H30.(XT@:L;B1%#JI;'AFH-.Z3\\>,CQ@84(X@S$EOIJ%@6 :0 M7!6:W5#& ;(AHPW'5=MZAN9K71F6]?GLGB"4F>>P<8N7/;,!?-QZ2?D M<#4VO;OTO./33PAU-$;]U#/F-UB?)(]EP57W]C=>O7]\Y0_E;WFY;*XP,\7? MRV=^J?H85.^?\??%\TKWLMTW8FWI34[8,,/8*]-N'K+DOIN*J; FBL@V;H M;0\'_1LK8S2'+ZRF!-),F:?!T.ABRA8,JWLI8V*S74O9PM"]E;)>P]S&/%1LM455J&\B+9GEUXZEK2$Z^//5]S(Y:#$6$ ^81CCRMG)9)N)O:M(=_&.U5Z:'/F!5^_J4[AOU3EZXMDYV(SA0[*BVGS7USA]=-5AY3D5FW[#9/=1EN4GXU/R3[CH4N MP73=VM );S^F!Z)+6,|V2W1*Q+9)TALO7GG]B+++]X+,@WXS,K8GVA3GN0G3P[Y;=VK>IE\P)K^E]:7\\;9Z*+\7C])@L8RF!-(@CE2$ MD4,2T1"R.(XXS0+B^5K&K(?&Q :J[0K69"^ (JR&QRC2>D:J#Y]^P^-(:C-C M8B6PMO'0$*GG>E,^W=H"'^1BG'^69P%>WY7+ MG+[O]C<_B<-$I7<2'@F(F"=@EL8Q#&)"$Y*$TK4PRF7KH35UHDQ#&2PH55$6 M\XR0'I#TG !'HIOI9$OTK1DP1\M83#)MJXAH*M,@1Y*\R8.#(M\E$>@\8KM MM">RNB[J5=741"W^S.O'..1)PE(*<8Q"B *>P2R+B?S)XQE"OF_8>/B8Q,1: MJPB"'47PAZ)I>/]X A=-MWV4M&:*:BBHQ;"A<[(XFS%T1&#FT4+G!#R>*'3VM2WLQ788H]Q9.KU[=E7]'[C\)6__H#_W$T]?_33)$5)1F&61-+5C6,$ M"?'E1LN#R.,>2H)0:QZO&W8F5NBVU#Q?-[189Y7__%^&G;O& :ZG_?/!:'AF M;_D"6\;V&WWM]PHA#7^;7S8<2M.RYM%EWR\G8+EJ"C:.F7D[ACD![JB=F)M5M+>OAELWWA;/=C4'W3N&JU?E'ST]$FHD("IJE$%$O@"0D"(H$>PF/?,H0-:H<MTR(]:VD:M4"F@:1:J;2KNG&VM(95IOI(:EGS]SCX_2NL>G$V@N1>3V;D<2N MZMWTB,Y;#V<$Q%&]G-G;#CJC/9*4>TE(L/2!D@2B2"2J#TD$,Q'Z/$%)0H1O MW??,R 28E]3>K)N9C>AB]A@1$F%$ LB)D*>U%(<01S2!!#.*1!;3B)DEF5G+ M;Y%?YD!^/8MF+969X3K1@6W5SA+:-&&[PRHA$X(V*\RXV0STY=3ROZT)^-7F]NI=;^-?O^.6JF4*0O_'_QL4KKMXE M(-%MP=<=70*&/8&R *844;GSACXDB",HMZ! ;KPL$TPK[F9.>F)EV_"%#- M<0.V[(U/T Q= $D2P:MLE>PS*[%JB/[U9]T^?0;7MZ_5*J7U]?7Y^?J7=U)U*OB@2S-6O^9 MKSQUXM!>,JI.SW]U14:7KXUSW;:N:R]X-_WI.M>-AAIJ@>ZP"D\+K)F.6V*Z M^L9/X.JX^Y\]3E96PX+<;&;%'HJNW1FQBKEA^OC&6'U;W:Z^55>5&F?/;HLM M SDID[7R-]RQ@NI8F6U[BI^A:NB:<;3M=!N7*K2OBD6Y:A_\GM=*]\12>EZM\K5=^O;43V[0EKU-77Q,PR9OYD_(S ;. M_>$X-1,.L;6RFR[HSV9('8+5M:PNE[7-%?^4+_G-:Z.0,1)AG"8I)'X60N1S M 5._"2&G61;XOD@\K1&CIQ:?VLEKDZ45/=_2-,T)[^#0;YC&2F?H:>D+9I'[ M?

2S!B*3OSF(S9WL?BW&]F=Y;"JZMZ'IR]2FV7*&CU/)O.X4>6'P6!=83<*.PFD^;>[X?UW&G
M3U+K\5(=KC[)W]2/E*:A'\9RNQ:Q#U$0A3!+Y<&%8@^3)$2^R+3V[!X:4]\8 MK*F"EFQ[<&P(Z_O#Y]
9=HL=R&QX!C<7U\A+'A#(RED^M^9L/O. 4%W7>>A1 MR^1$R6-9K"2_RR:9NHT6KF^%4I%@GHH0LA-
K$R[I,&&]KUO_^;'WM_RPOP]974.P<3A MY9:)?*Z2 /M(S9L3J""T48J@SCMVFMZF'F[;GVV/>6&_#@D! HF]UCI^C*8
M>MB7R,8X"@0)O="HM\H9.I/G0#59K+ON;A]'/B.8]!39@?!F.FPCM['Z#DCE
M2'//49E5:0=$/=37H<='=@U9_^=S7G#_,4W"U!>>#WU$I:)2&D.2>2GT>9 A
M$;$HRCRKOB%=*O/<#6\;::Q_:'OZ:RV4\4GJKNV-SP>V[B)P2;'P? MD;U5?TPGD5."G>TESQ@$0SC0*HE"5.8L2"
(65)&*4Q3GPQ M5BV#'ZF6#]_+\6H9C%!+(^D=JF6?X$[4,IA$+8,?KY:!B5H&EFIYNNG!#7[F MVPO>B. H"2!C'E972
%,0U_^(5)"LP!'86AT?#U':.I[I/W^&1= 43:\XAW$ M2L^]=8& X:V2G?
CFX@<2S9)*Y$.F1_84.18V/ZV(B>>'STLZ+I@:EG+D4#K MMZ>^0I(DK.?W;
3LUS,WLIEIV.$L'M5G@ZE\JE>\!+TRCYFW>',,54P"A@5*1^R -/ MN[/D20IS14Q:HD!2-1B:%&14GV5]Q}BC)28%.
MQ4A./VC9 FL3&'C_BI?\5C1]4)JZ9)_B$),XA$DS="-D#!*?>9!D+"4B93PB M1@/"SU*:6.T4-35/INWP8M.'[CQ&>GZE$\G-
5-!(;/.F44,"N>H'=9;.O*V> MAL0]ZN(T^()%.?A=5;[P:O5^J9@N5NV!&P*MH>@ M,"C1=@B)75&VS9?#K );4\3>FNNA-
>;KLM:49J^N6O<=\Y-Q4Z#R\/STI7C) M+XN:5>S3$C_IGHQ/OSVQ-6J(@H?\6:41?+FYNU;?/&G?5;V,_HGYC.##)^;Q
M,IN9GCYQP1^*MJ.ZH'[!K,[,9Y:<[T>\KCAKVP?< M\[PAV5PA2]5]9&GDTR#RH1>1&"+A]JSWQ(,(19C0+
FHF7]HP\34E[_-Y@#R MABFYGTA$P885T.4%R"/O4X6?#;<1&]@U=X2)P30T[LT] XLK2VK PK]$<
=*1_1NSEOGMT'5[T;#KH?I9WJ9%BT[O6)QM.V/1<*-4JSXBQ??<)456^_[[Z$
M*$PXX\2'*"61_"/*8.JG,8P$BT6:!A1E1L>U7FH3;XW-E[,4H*4.-N3UOK46 MV.EM>\X0,=/C46!8M%?0$-)95X4^6C,W4]
0^[B'@LY+%O'4!_RGZ@DH=Z_5 M+EZ[OC94 [TX#4)(HS24GG&6P)3[ J8(HS3SF1\)+3T?(C3U+5TKG95KN\V0=
(^\0T"I(Y@L N.6L-A%B'5D+$W.MKW_GR1 M40TI]J*B.L^;^[RWKZMZA8O&CWEZ6EU5E;IJ6#RO=(.B9Q>8V+ITZ
))N.)/ M*K(AR9<%+U_K@TO 9S6]5S[<>AZ5X8. $T#,S)!++(Q.!(.R6AT(S]\ZVWE@ M4+#N<6#X80L'X3=
<$(]&09QIU=]HT)I8D3?$V]#DEKQ^:9P.7!H.A#L0S)2W1WX;/V( " -7 MPAT@=MZ$S1?
#S)'0D[#7EQA88CYW0D^6/8]"\Q6[JXP3+>=NQ:*N^6I1L$UK MNO>;O;2[U):ZJ]VV[^1K(_0984@T*FP]'1
M79!#QF:].'(/Z.$MTP04[(SV/<=+:52D2=GVYDE)$'IAP"'S BH=3>9#$@8, MIB1)(X^+*#
(SOLMF7$R%-38L)R7Q9&!.$%@ M5D4_+^"APO8\.=);^H"7:I34UV^5O=_-M+Z1+W*9Q;*^B'P.$ M/!1D
L;JIA@%*86$HQC&8^BXVCNNJ1M6)PH?.4*,-=>C2T[/\:7&0G>60]F[+H6 MTQ%YN:"K5[Q<[X1_[&E^5+E$8/(2^0?E
B8">I#EF0$1R3*_$RKU_\0H:G/"1O*H$O:X.:U#R.-^V=' MDAN>&4X*;7/OW">]P:6S(Q3L;IQMT3"[==80L??*N>_]^>Z;-
:38NVS6>=[N M[+2@\K-^72K7_V.N*G7(:^-<7!=7?U)>U[?BAJ_:9K+K[Z.?$"](HB:WQH,H
MC#.82BL%"2%^RL,$)TEF\M+^]=2 ,E2^W/+F-GAR!QS MO=/0I$B:F<8.*V"/%[#%$K0P@G6C:/=EE=9P.#K M!.P?
#V7CDJD>/KJM![HO36P]=F..P:K<\] U9Z$=2SE\%+$6T%"IS\KFK$W1 M66GL>@KLK31?*X%3
NQU$#CY@'VSO8<*%W7>-/IH!FD_^J&?A$V[>=.\(GWZ5K"=_99>Q7\/Z^XDM_RY?OZ&Y9E899Q/X ADVJ(
M,A_#5!WNO3!.DCC)<*9WKN^A,9<";LE:Z[\A./K[-T)D2^W3EM9*^<[(,TKW M#M><7?
7.""5*\\X];G=X;0]SU3Y:\6_2%9&'Y-;-_%S6]26NOWU:EM__SMD3 M_P7GA?KE/:=+7->YR&E;#2XD,P_XS\0++)>LFUO
MC[L2VYO).$IDZ.>2>]D62PDST*H?=I2]/-/(O+R\:S6U/)_M_=Q5?[,74LG-9B4-@MCLS8G>\\6\/)OE"M0E3?
8P=N\7'P#1KU<$D!* 2FJL M5P30]O]Z"/F*,_!-%&I[#Q_6B;3T(&(/UZP/)=;I/'Q L2_P$FEY#\7Z[IH MP#5[66[8]BG
\5U6LGR5XDM1?MENMJ6$D@+@I5;_JT6I/@#FN^*/UZ*M3IR MGI?KUE$A$LEXGM(\$RD-'(]!U%M$@X1%OCIN?
3A1=1U;EL%-'5]3HR45P+TB M98M$G:0 A6P5%K+9@4&XB6S/D89C[8+,X[;FEO2'AO06*VF+R'1HB8)+&KRD
M!PR[1D]1VF[+@0FCO1B'OE: M+QZG!$V\QS2B22N;],))(QW;7A(548*_8%GE_9"CPBB] 5C*6"TR3QP$_/(LK\ M3-
W"6)K&L9>)-$25A3PE<.+%NQ-/N!*,3=0]09;>X6^3 MSB'6A?NV'@6E/_
M82#=9DJOGI[6$GQ/B)LYW5=/^;?)OYK?,\AE6U?KC^(_U<,KOZXV;>2T;B;; MD>].O%3OP3Z!Q*T^JK(B#[)\77*HUU-
A4MB.*7[B;=^"SKBU>4I=FXDB)Y0S M2V [-N!\Z6LCZNPEKXU]SL K^+F-YKB79?W,>B/71?UT6I1],0<_C -U6$8T
MA0Y5099*RD0BJ>^E0>1&D2="K5X$N@*GCGO;2=0-V=9E2L/?9EE_I/;"H?^_M (T?YHH, *K@&@3@_!R62;(S'-
E@2B<'PJA]:AO26><^?Q%"*WV?$"8[YG= M&_XMET_E)'R\566[$DVC5[N\L;5-"A9">^L-QHB6
MP^N,V2#XN\W#Y]_[DM^5CU79ENI1Q]4WN?E1B%VI0,V[CLY8$]M834^B^Q*, M?W59)
[1^_%VQ=@5>UJY!V(RM>+NMZ/X]JV+N\:^]=9X;& M018GB1O3(,^A2[#T:,;]C(:NS/.4IRGG6N4%S2%,_IS95^6[(B
=CLR^B_R) MI%-;+(_O'/-PAWT'/8,V[>WC?,W'C PU^L# 4#_MMI4S!,^RT9Q/3+?U6!CI
MC*:4/XJ5^D;5]M<@.+-2FU8/37GU- V19
MPS/H27D^ZVKW#P+'4UR+3!T+69+0)$Y32$#U'"%0=]*ZHMY%IL%Q69S%L4>])$@A%"FFB2=RFOBA[P5^[/DL M;J?
A\UHS%^U2D] !1/C1Q:7YUWLBF)]1Y)MLC>F*]*A("XL,<4'FY3XRTD&S MW,+5&E4VF[J>#VK^_J_6B#S:^-7>Z(9QFX-
4U+N\+6*Z?@)/'P230JUVJ%=9 M+=(HY'Z0,2IR*)$>^"EE+$FI&XHTBN+8CV)4[65=P1/?7""2D!VDXPJ9;DN%.
[V7*]51+NE/U2 M2^U\1A )^G%53S]A[@O&!AIDBGN29,&Q8-$WGZ'YCA;6 MVQ-=(%OR'=7>;TQD(W/QIJ^+U;6*[*
[6T#)RX3@)2T(I:2J451FH'VD:\8P* MX:5.$$/YP!BSTL;%3;SP^FZC^Z7!/JA-C:NC%!D)=((YO45ICP^DS=;+O2([
M+9WHNANKO26KIZ.E%7Q"V*P+6D_QP_6M^2VSY?YUS4O)*GDCF]^_KM^^PWTO
M5JLO10G7HT48.I+S**%>HGX)HB"D3)VOE/.4Q4Z>>BO(?3!G]HU^>>!_I99).***,_G%M3SP/ MV5 4Z>%[HZ/5KXI*/A;?
UB]+ M>+;^NA:W[%GKJ#XUQM0N*;;;J.:DLJ?7D"T]D>ZB6BJIQ<)!^;A\KEWCWV[O MOPZ:CE?@3A?
+UZ78J@OU*"^XSA4:2ILULA@;>+Z^%AKJ[;6YT/F\87P:6T%A MMU>YWLI;V>6\^CSQL] 5-/$##95-
+R6D:1#Z5D2<V7NVNMC7K--)^@!-;J2K0B4HS+F#2@94_--?,CH MATV+XGQ9KF39';2+( S=5&E"XX2Y-
$ARAR;0X#+)<]]G<1*&>M5_WQE_;JNS M*0)3B^R-,FSAFWU"QE>@!361-B=*0X/B-D?U.*,FS?YX,Y>R.:K,VPHVQS^&
MMS.OBP>YDN!0;POM80S,HU^>>+U P2VV_H=TDDDK>MRTTM3[M*UYMLJXM6.F
M+;0X==F\NM9MX'>T\,Z9^\2EL][ MRKWOV].T=X;_Z[^]-LOW=^H7S)6R=]^^3]02P,$% @_UX("653A\!^$ M<0 ZB\%
!4 !E;&UE+3(P,C0P-C,P7W!R92YX;6SLO5EW7,EN+OA^?T7U MZ=>&*^;!R_9=+(DZQ6Z5*
(NLX^M^R14#0LIK*E/.)%4E_I&).QVS.*3V1@!?( $AG_ZGW]^/OOI*RZ6T_GLG__"_X']Y2>SC[^\U]^ M/WT#
[B__\U_^Q__XI_\#X'_]\N'M3Z_GZ>(SSLY_>K7 <([YIS^FYY]^.O^$ M/_W;?/$?TZ_AI_=GX;S,%Y\!_F7USU[-
OWQ;3#]^.O]),*&N/W;]U\4_%B6- M=-F #2J!DLF#4Y*#4EP%)2QS.OU?'_]1,H;:"0=),__^73^?F7?_SYYS_^^.,?
_HR+LW^8+S[^ M+!B3/U]_^B]7'__ST>?_D*M/<^_]SZN_WGQT.7WJ@_18_O/_^NWM2?J$GP-, M9\OS,$OU!CFU?
BV6=,\\^?+V;3\RDN_X&^_[E^YN=7<\($ M4;OZU^??ON__V4Y_?SE#*]_]VF!Y9__4O\]5+$R(UE]Y_]Y^0]_OGWUEP4N
M"2^KI;ZE7US]^_J6GQ\ZJ[R=W_S+LQ#Q,/7;2<;I M9/74@[@\7X1T/G%88M"<@9 *"74Y@P]&@;?>+G+V%!#X+T
M:7J6K_]U6+]DRTD M_J\784%%///OV ;_,%^>3DIB6-@]P(C+B TKPG'Y,.=O"2Q0IZR;"?_#BC7 @
M^L?!/OSL!!+O<3&=Y\-9?DW'\,1G93,J:\Q910LH&GSB=$3FH@)JHQG&)H"X M]]J-X"#[A\/NO.P$#*>+,%M.*^.O
,V4"#8YTG$Y2-)QA.H@R+*2NH@LF8U9 MJS:GPX,W;P0)U3\D]N+HR*@XG)U/S[^]F9[ANXO/$1>35!1F(0Q9USF 8BZ
MT\9 1A\JM$TL:2\T/'SC1BC0_:)@+PYV(?T/^'%:F3 [?Q<^XT1*P35B!JNU M Y6Y]JZ3 T,'6V0ZR"RP 0+NOW4C%)C>4; ')
[M PA&Y\PM282O&GQ#_\=7\ M8G:^^/9JGG%B4Y(E90%>E.ISQPBAD)?MO'1:,N&3$@V L9:(C7!B>\=).SYW M
9O3\.=1)O9-R_0R3G&E"4LP)@O/P)#N(_PCAY!9!N&2$*J$G/9TE]>^?B.H MN-ZATH*W78#D(&<2P?
+J/V^G,^03Z7V,+@9B2*CFL_,0#2H(3ID2%*+CO % MGGCU1N#PO8-C7YYV"@PQ<<86@5&#=<0,K/P M%?
OQD+$=4WM"QBOZ]GAQ.O]C-K%D/Y7@ Z @LTIEG2'(4F@QBLRI(*-/#7%Q M^^+-4-
%Q5+,%0WO"Q,IH.EZ\7\R_3F<))RR2&*VU8 RK-E,F4SM4YG@CI/0Y M!M;";7WZ[9NAH^-89S/6]@21]_/E>3C[?Z=?
5D9U"):G[ 1(H4CY<6/!J9G^M%_4_EW;P:/CF.?C=@Z,CBJUCM88%C1S:30(GL//"K2=DAT>V<2 M)%:*
[\W/WG^:SZYC<]FJ6'A <(Q+.N08 MF4"2!: 3$+/-)M&7O<3^\(V;B;[C\.9>+!Q9_">8+A8$72[BZ?3\#"=1)?*_ M?

*0*O)#$A1?HNN A&.<&XBUQSNY?X'[YQ,_%W'-?TW]:_][K-!-]QH')WYG6RZ0__3)_"*

*M[".N(O'H"9W.2V"*]-5E2%4K"Y@B$YF;I--^21!/O74S#'0<@=R;E5VX Z\N M%I5=EW>S%=(D@XOE1*C@*

*HI(1FO2H$369+F2ER.3R9S3CSSNIP_6O7TS:'0? M?VS VBX@/\|6W"4:532F&K-ZSLEXOE=(;+Y<1G;3CS]7:E)GP8*

*M3KYPD09*")B4C;2@_3)KGWCI9CCH/MJX.R.[P,'A9UQ\I"/OKXOY'^>?7LT_M?PFS;Q,1M->=F:.@XYK@G&[L 1'^*

*MN2;XS--_G'PBOBV/+\YK=4_UK">H59:.$4]*J+4%MMZK" '1<6Z0%>U,BRNK M=31L!I*.HY.-V=P':(ASBW!V-*

*,OXY_^#WR:3)#!<=ASC;,'5D9!S0"O)J%6?AXZ2$(DM-U"C! M$.$B2O*BHH>H.!E")GAY*Y"=T'#O=9N5_'46_K%/N7Z*

*MQ^].CM\>O3XX/7S]R\';@W>O#D]^/3P\/;E/^X8E_,\^K%E9_V;D[EG]?[&$*

*MCR%\F:QRWZK$C\N;Z2S,TI1V_ORRN.\&3L)8JU6PP 6K-F2(X )9#,X)&61A M-<=ZS2XJ81E74K]ZZ>56PK/SY?5O;O?4-*

*G3MJB:NWW&P7.+Y\F:5@5L6R.P! MPQ0C):<\!(T.6(Z:C"1#%M,Z>V*75=ZG8)Q& H,AX5JQ-&#WB&?*-?5OR;N>*

*M&)UCC$$"^=?L,A(U/>."XQ]Y#;?DXD="/Y#Y?79 M^\7\"RZJH[0.*

*<@3]P*PU&8[!1&"IY4@"D/_W(BHUGFCNX#@(0WCM)H8 !![ M,;<+<(2SPV75G$>SK[@\7S5,N%S-MX/S5_/E^81)4ZR.*

*G2JZ8.^IH\X8\'* MDE#07Y*5S>'R/:K&:4XQ"(":'F!W2,T)Q\-#*I&'=G%6>XN]1B*0SN@JLTFV M,J.4'@K2B:RT81!X8!*

*=+9?;(KEI;:#M0.8X[2]>&G0-1+0]"OTE"F?XL;YX M",CV"CE\C(*M1F7>I9*T6S M&52:WP6]D'K9CLT=*)578?GI8);K?*

*P[_\V+Z-9S559#)%Q:+;]/9Q[^%LPN< MJ."*8'3J!J2S5DGGP45+WH7)7BC%@UR;MK@+=C8B;)Q6'0-@J;T8NM!#Q)EI*

*M(DOJZ>5-BD5F@TQ0:SY!<17!H4,HW,;""B?/HGT(8#U-X_3W&$0[-61^!V B MAZ"V.EK22M[-SW'Y*

*1/26N(95E-.V4Q.@3!T)'L-JI:5QDQ*&'40UH:D=',K M>BU!(W4#&0!'[?C> 8C>+_!+F.;#/[_@;(FTI./S3[BXY-9$1)9-*

*=2@5.OH2 MZ4O,R4,L**1&$V-9=\FY"X;6T3-2ZY !(-2,ZQT@Z(IJ&Q6/SA>0)G+R"%RU M\I@$P=$7R8E1LO4-*

*QC:H^!%BUCMPL@-[^>TTQ.G9ZJ[YA@M1>'3!T"%:=(TC M6 L1+8(US!NEC/=L7:+E3M=9C\D8]S)C\&O/?1G?*

*@>Y8G9_OP[=Z>$X242O S=WWCWL7NK%Q>T:NGQ :60V#H05I-*I4'#DYF UH(H[E/VH=UB7>[*9/;]X^K15KC8F?.*

*M=J MK@WO*UB3V42_65P0';=,NLI+7MGFLW15(FNB*T()#B)9"4I6AF5>1U%D MF:J>+6Y=LY)]?*

**%M:1WW_K0UVEY$8AT@_7TZS3C+%\O],DU!<.BSS4+6AE;*

*MPPL.@O<>,FTYDW)$UCSMD9<*XKIAZ3S=]W&O/]H;U;GSM((*S*O?]-#\CAB_K M?>SX[2;CQ]=L>[&[ W5U MIR'')?*

*W!!)M2T2"M9*"R\N"U00B,+!0;'7K7//'H 0UCWZL,@I6]&-T!4 YR M7ID(9"R$:3Z:O0I?IF0@3J3U0I10>XQ[X@GC'H+CB?*

*2O<<7K8HUHK5Z>(65L MLVH0V+1@>P_HN5-<4.?NU9.=5K4\FAW^61-^C\L[/*^SUC[72:W,%%N5IZ@G*

*M>HP:8@H,A.=."ROH,&^=%;(%>>.&,X="V4#BV;<>Y'0( *YR86JCL@5^PMER M^A4O5_9VOES2,H_+:?AS4E)1W*

*1=.R8;\M=SJ%N+'* BHRS:!VV;QT&W(W'< M6.GP0&PNI@[4X&.N3:R27G!>_'.N7?H#\2W5NW/I=.U70C/.1XL;*

*[''6<+G71+JR,&$T[U%T@QB+]C7Z_U*#1_P?)K"V?V%[-GDZ_Z3!^_XM68A+]G^RV%B*

*MN@Y8=JRVJJ^]>B(K"(.++CDG8RM&V.]1/NO^V%GXO7Q8O7:O HLOL?%JK7R MI 26!2E>L%($4)G.A!"3 JV%S$Y:&>(*

*U34;4#;V74!CY*R_%6@BG@[,Q?NK MNFS>?7!Q_HELX/_"3*J969]8!B^R)>.W3JQF:$'J7)*O@R;9L&![2-'8?LJ+*

*M@FPO<70*KJ/E\H)6@@I3RC&1HYY67E4!;QB#8K2,QGGF7.NZK^>I&=MG& %4 M.XBA4T#='36@O)$Y8X1*

*ZP)%AB4XVB7 LDD%C0G"MJ[Y^ Y)/X!MWQI:NPJD M WS=N$1LC;$-R!K[VF!@G+463%]8*

*M>W3.6TOZ6)"3;3@CM1QH*8&+ H4K5(X'P\.ZN8=[8FPGFVO :X27P]9>@N@1*

*M4U?'O)+.%&5(#;,:Q,O*0@CT1:L<,G=.I81#XVD+4VNP[.V7Q](. N@11W?/ M=*Z,ER$7R%+4RH4H(?)D*

*6THW$D9:75#@VE;"VNPUE4OCZA=1='W1(37A^]. M#E_?C3R>G-+7WP[?G9X,H>ZVI$.:!U,NDBAMT*

*MWD#1!V.#T@)"B77,IZ#OLK<@,DL8"3'.MMZ\SY"R?U.TKSB[N%.&8S G)QT' MSTR=?)TE>$ZNK0\,E??6*=^^*

*>Q]&L8-@;;0^>/N9WMPN8.3{)K^26U+8!SG MP&4=B+P M:<+U$=%3K5 89TP0NN#*

*M&&RPQB8K\+L6[B8O&O<4:B/*^4!\[4##W#;!/@U_KC)ECF;+B\5]*0JUCBAK M.K1U=8QRG9R7&"*

*+1>G@=4'5W'9YEIQQ]4Q3(+5F_MBZ9L6W E3]/9[6(B$3U%;_8-U%)LB1)R=+I3ERS M/M+ISC+HHIA4F@=LWL_^.R2-*

*>^$ZB'9J*82Q-=0I*=5EF2\^KT2R8MP),L:UA(<(V.S+ZP[@\FX^ MF!]?Q?6XA9OBU92X]PJ!!Q-(3>I$K$(#-=I@#$NBI-*

*;).=\E:ERK=P@HM95# M%VVI]1UE,)IERCGE.5&N=8U+6O(&3=6V%CT*

*M\V&DT,50U+^&Z6Q9U2PNCV>'?]9%7$R7GRX34EYCI#W(M0Y>94#%Z]S%JGY% M<*!5S&3K<T2-*

*&T$<%EYM)=*!F;UJV/&89Y-HL_+*9? \T3*,#.!X MBN!8(,.PNJ2Y=2;),Z2,.T<-"Z<6W.|*

*1,\R:9("HI48(9FTN@C.$+SV8&0= M):$DT[IU.OVSQ(QK10T+I#82Z,% OVY9M?(N1+'".N> 1T?[@->>R9QI"(K^*

*M$YEW+K>>-'^/@''CBX,8WCOSMP-P'(;%C "^O"X*^24LIVG"?0E2H8(4N ,5 MR0\-T@?07*B($;-*

*/K:.*3Q(R;CQQ"+#LS^\N/+.'RW@]/;LXK^4?BDO!.(=L MLP2ER3/P2-\)80RB(TO-M7;UGR%EW,#B2T!G%YYW*

*9Y_P^G'3T3Y 3TT?,1W M%Y\C+H[+HVS]R[WAO1/&1@6,DPN@BB;#S5L-D;8&XS;'@*T/K*T('+><8@B@ M#2>?*

*GN%WM9V>*,GEPJIH)7!;2W(9&9'.TBJM]L1&IHL*K3,6MR1QW-'A+PC! M)C+ZD>MZ7AW_]O[#X;_TF:._'1Z]HQ\/WQZ?*

*#%/D\]R[7JSB9Z/%MN^C=(GG M.K?^<=/5._.'-5I3&" R\@$SDL+#Z" 59WRR]6_-YS]M1V);M]$D916B().T*

*MUHJ+4J\O[0TX9QTX*:WR'"-KWK.K$>G=]%L:'*ACR+ISB+*RT]O MSN9__(KY(]:+C?K+7[#,%V0'1+.P7$[+-*

*%VBH1!)J];=F;-"AA'XHFHR8F 0 MK.4@G"/IF"BX;AUK:;R$<77S*##<8BL,C8DN?*JM&?#LTDG]"&6*!QT*+5UX M!2%)!*

*<7:7#N;1C[,+5D+XL?5_3_D1FB"@W[&:SRQ)]L9#3YJP[)@H#W6-$#G M(!:;H,247:.][:95A#3CX2W]_37#-S((3*

*F,B.M5ZK?Q11]QPIX5UO2*,=8;IT%M!%A^T\[N'K) M:=7]D]['P"A3VUDR \K7ECNFD*J-*IA@=';Y]7W-?*

*0JZ\>L;8>'Q4(&=^=V! MKW-#_25'JB:=S^C'Y<&?T^4D%5UTM!Y,S#6E1EL(9!] 4@F3+5Z+.%@,[*F"*

*M.L'2#I)^#C1[L[T###U8P^OY9S+])FA\/;=K004!@PB0F1 MK7"B>=[)(R+&1 X(V'P-[O46\"ZSP:N-*

*E4>=,&'"1MHA6T7OI M4'+=NAII:R+'C?BT0]J@PND+?<^%4Z\6)A3ZXL@QM;HFH@MNZ]@ #SYD;[ST*

*M@MG6;8XV)F[]F_&^ QS=N+!OIS,\HF]K ;L+D5D++@53;R\M[3R>(7L= ME-/1:]M^%.I#*CK)PV@8#-J-P1U A-3D*

*L,27^/E?X]FCX.M'V@OO)DQ_@B+ M/ GH"JGD %H'!LH1RYR7>E7$)9 %K47KV-"6)'82-=H1$8_JNX<33P?H6SL/*

*M0#+')/D?D*S7=6.2%B>GA+P3R[)!XXQN?$;;8T;".5G1'V M!1?3>::]M#AO=! V&1_-*

*=90F)@$LU6"+]K6^4!YM%=7>XMKRU [I]5OB0#:%> M#'.[\IV#([AU>B3WW#(T 3#5D<$B<(B&/";#-1?T>*

*[2AM8X<(V5VR/93+P;< M,67_=Y8:FZ7TVFN2@(RU07N(X+G.4.BK%,$XCZV-U9=-C1VR[4._@&\B[RZ: M;_TVGB??*

*26%2\&]%&DW4^]]^OIUVG&65Y.K-)D>'$%C+$,*M74P)P# MV"*,TTZ:+%M;P3UOL? M5(X=>&S/+'(U/_S9->:B#)-**

*E.LFN;>00S10.*8?!8*DWDAK*ZE<_1N&6-# MM9T4^T7JY7;\@-4,2;5E2/W80>7HJO:'N%MP>GY!GYEHX:,0*

*D&R7(,I2M?T MM@3%ID3'BLI1MB[ W9OHS2X*V-\QB <2<+^(7NW:C=8KC-',8P$K+:T7F8"( M+*

*((F*UNJ'+#]6(=]:=X,SW\7-U\O*MX.X+SVIL](VIH<.3BG$C$2%7AO(Q23*

*M$9$G453L[O[U[^(2JYE8]KR:.IRUB3TUNI13RC(O+ /I:MDY3PC>B@S6HG:> M.25=Z\C3"UZ_\K^+N[ 11-*

*T4Y"]=_WV9#/L)SZM$R\>B,M4EPX%:2H@Q%@%=1@8DZA,"5S\V[:,](F?B=T^$F[G;3=[;>5Q#^*

*M)SRYVC&!@55U\;ZVU"_6 #+E@\F*%]UZ\9O0U4ER7C/& M/#CY]?IG/9(E3K_ M0,?)+$W/\-Z23N?;'0@=;(:]0Y?I^S-*

*\:OJRE(H+.JW/'1LV9^=A-1=@#/%> ^61/B;^>+U_"*>EXNS@Y3F%\3UB2]9,IL0##(R MCP)S$",/(+215O# 4O,*

*(XCIZQM6=W<&QF>@Z@.'U "EM M^TBFFFKB ZV"6;#6(Y-91FN;IV$\23&>!^#K[*

*M>#WT_O5T>;69N##"927(\C&T+G(1(;C:>H,QPS I6EUKUV=3VL:MON@.F(.( MM .H?G^RL)"*"9T]\.#(3B^T*

*7VBK6AH10Z=U"&8QAAM,^MYL$J)[L#95HCC MIP/76/'DNO3C>/8VS/(AG0EU/9,88F&:1V!*U$9KR.@H0+)$;%96**

*(PZ/!S<7O/\<4L3ND%6*PF,CZ7G+]]714BWC*/=0^1;$5!\E K(IJB9G46!PSI1 M/7(N::-8J8;OJ_$492//(W_9^,X*

*POIQD/AV&N+T;,7,"8N::>\E)"$<*%;3 M,JV1@"8648HSW+1VE+<@;^31YGUAQ=6 $;L[)" 4G2F<(^VZUM;@YM2-*

*:Q:^_$W.$$+K8-[Z,RL[6M5@/,U(HR.*[#FH+"/I M?Z/!N^3 ^R*E]4R%W#J=>WLJ.VFW]D+WU:W$U8%^?!^^K6SR-*

*_/%5<_>H\]? M:+DK=I(9$H+0B:_F+B4RL#5Y^RHG<#$5QQ5]CZUG/*RGJ,L;[69X>-2DO9EP*

*MNF@0<+V>T_E!^L^+Z0)79@9Q,U]4QN&U[6NE<)([L&E5X!M"+4&3P'0.-G/C MV_?HWHRR+B^BAP9?0V&-*

*"L*5WT_D)\2\K$T*[GG^9#AHS:V#X!/M)5.CG)YL M6Q$3"\RRDA^F2CP3>WGN#5TZN:VQTX["'1R-F_-LPH4P6#@#8TJ-*

*0]&B(N,! M//E#3BK+.6^=:+,Y=5VZLD-IK8&$UJ_K<'-?\P0CM2S9*+(-K$RR-M)T$"U# MD%(0:U-*

TJOG(R>VI[&82Y8NX#JW$U8%^O*OG/^"7*W/AN+R=SI#^\XHHFIY/
M$B'$8LQ0>,WM29*!#T&#S$YP50J:YB6>&Q'6I2/1#!V/TUX:BZH'_-TLX[8W M$,I0O(T6$]NYOF@1?-+T)7J+QJ
C6W4@U^$.&5WZ"8-A:T\Q=.&9WMT4O\^6 MF"Z(BM7U.]'TP7.K6H\6>):9+'V(H7+4123]W M8W=U<.W_0$S#ARLS/
491 1=1U$3XU;-=S0XLH&UE O,11 MV4),_1R4=W*[#F;YI@])7> JUVOB(XLA!0]6<'*('!W](9%#9&.@TU\9&['] MB,V-
2.OR]FO@ [6IN#I2@S=AQ>L&HJO$V*LZZ0DBCR61VQ\P)E Z6 BR1"A% MF*QLX<6VKNI83]&X65,CV7(-A-.%6?
>T,G^B@OY1&[QB#6TH[\ %3A8L$Q:B M"@CHK)6T5MISK>ND=R9VW":P79S/K47:SZF]_("K\8.G\]/PY[]-SS_5S4AL M?
3-?/%-1P)PJ6AM;&RA'4"$D6F=M[JRSS"P:XO10/O"VM([;-G8DY3]H0/LY MZ#?G[B2;$*(A UHP6^O_L@0?%
(5&O&ZW6/]P4(^,N[^X\\G+'HV/TR2OVHX=_ID^A=E'_$ [ MZ+ 4)"$X'F.6M%-#*(I,IG0T@E. ,L_+S>.!"A?
9=*#/7*8R()Y>1B =**G;GK?A M6^WO_>IBL;A<6>WS??G#)-OLA:0U">YLC9A%B+6KE.69>9T2DVZPD6QKZ!HY MU?
$%U%ESZ70QPW4OR_.&K]P4S,EFB%S5GO>DVH-1"70V1NH<>2ZMRUJ:$#YN MD+Y/=V(GH7:@/;_6]7
UYZ_"8O%M.ONX&D,S$<9EE9&#CHHVJ/>TJ!P=Y$R\ MEHPS5IJ/9=F$L''-P1$ \P1DVTJO T@^XN%#SSTZ+936#(2O
X^T<>!=*4!+ M,:5(.I%8ZX9VWZ-I7#MR:" VE5D'&-
POM)2<0I/(>/9.KA8;P:4805J4B'9S^_N'P^,TOOY\^/T=ZF\2,0*EZGV(- RT=,GD*+G2K5.VFQ"^=WT'J.,
(C\M54Q8B8Y)X1(PR@HTB$"M4 M+04O=;X-?5OO.[5J7F[XB(IQ;<27Q]2C#([]Y-+Q,*"3WW_[[>##OQ^_.3GZ MZ[NC-
T>O#MZ='KQZ=?S[N].C=W]]?_SVZ-71X_')P?_A\.20 M/G)Z=/QN)_6VWPM;Z<*&RVZD.*\;9J_F[9U-
T]WZ^K9GXTX^S:9FF,#M__.I38O$O](S_ MF B/Q94DP:%O#U^=>M--IS!#523Q\PG!TNZZEZVU""!&Y#)! %3]Z"]@6B
M5QY*, 0F(Z2WK6_('U.Q?Z#D^HFU)??9?$GG_"U<-2KD.9 '9*K-P**$P$0! M%U!H=!ZC;Q\E64/0N
IE3PP\CG>T8GW']M7O[TX.7Y';]?HM^5S';U[1=T>G M[P_^_>"7MSMICK7/:Z5+-
B>ZD7:I!:"W(+CM1,VY"$)9$(;1,54XH8MA'6'# M4F'!*=L\A?UI2O:?
O73WJ7>.0UN$JI.2";065)2ZGL@)2N9E2CEMEN3SG1=UJ0JV$?&|])V67.U8'[P^_'#TMX/3H[\='KT[.?WP^VHH
M\BZ*X>D'M=(0&Y#93%4LIE]#[:EY-",,75P& V?Y5\P?[]5A[D/OV+KM93#YV!9Z(0EWK"#?'!Q]^-O!V]_)E3EY]?;XA-R;
MG?3CD\]II1Z_3V0C[?@F3!>KQ)9;B=^M=:45,QX!:^=.Y:V&: 5"C"E:)E5$ MR1OOZ77T[*O?GGKV+;RS+3P;[B&+[,D?
_'GPX_.7@Y/#U]^/?WA^^.UG=%^UT2_;TDYI=?VU :"L[ M[$;>]X8B-PT8KAHVK-+E5RT;8FW1<-
W.X09S=/)8O4IR]J.,E5<-YSQ(SKG9J@H.' M>J<-X[N^GC\Y_&L-+1V]>W/\X;?=K;#'3VEF@7V'P$9ZY 0_UD/C WZIXZC)
MU;_&3RP6-08$5DIM-.0#(^U00(Y,3@;)D M,-;1_:Q3LK4]JP\NK[JR73ZYW2$\"V5B4/G*0C 50R",=EXE!Q)I?
M)P(FT3HW>V/B1K9;=L?$(XTRB#AZUBO[Y"9?IUR^>&KVS8N[2-%^F@W#IVH'
MD2V3A0QH6T)MY&5KF;^":CAS'8HTJ;59-5RJ]CO\X\[#%_,9?9LNJRI6K_IV M^?5V T8C2M8Q 89:Q:7JW. 0#
BKN#,I*S/ Q+;M:.PV)7L;Y#QN,#J@H'JH M)+U;]/-P+8BQ."\4<*=KJQ55^Z2,VWAX
M(%"U8G\'2'JZ(\3W.D9<+GHBG"'F<0W6:$=KQ=HWPB0PP16F%8\^#M$B>%=Z MQ^T0/-0)^E("[
&L]>+R8+FVSHA1\G:(<*2R%P.E^?3S[3PY<04R;VO6]%H 2H1)X/@!@P/-@>OF5>M._=IV#< M/L #P6L/)G<
D9LLM]_(Z+A8K%SPIRU9[QV6:!@X9A%J@QN(VB?(-HIBD05T MKUFJ8G6+$&SSU):I0GUK L#5F4I.UE05>
MPDXQ*\$YPVORJ\5 R'2A=2GX,+6H)^D3YHLSO!Q4?CVG_$U(T[.5 .Y$":U& MAB$#ED+*5ZL
SM!N,,PGY2,7!/C6UUN;$C=V(&'ETS36(6#K63T^6@NVN MF-8];M#JM4%5T>
[U0DA>HA%&@11&DL^HD+!8+"2GE4$4'G/KNH81:JAN=\^3 M1!S-[G0\OFD2]GZ^G%8EU: %U??+Y8Y9US+%Y
MHLLP2QGW>F[\;3$>+CHV19XJN]S=$EGSM"'K1 >T0]96!;J$/"I7H/BJ(NNX M_"^S@)0PNY2-T&6.7T41\O'L ]81'+1[
M5W>8#S:(D4(9GQ4='9=WXQO\,@58\CXYP13GK9G3= $=5Z-N@[OG]>%+"[D# M(^$)KAZ7U?
+OK+XF65XO_^#\UC)ZH/^#\IB,@<+( 57!9'#9;^"F_D%FPYOG M^K:C?EQ38#!LCR3>CH_WI^OV=C_@USYOV&+#
0_Y9TO-. O(V&'K^L!Y.:!UKK\>5@KMKKF>?-5Q9XX : MZ]D"MI!(VM*3'^JM!>68I'.K1,A1DU,JHGPT#K/?
XL8;\#]\PYTI@[]\N_KC MW5H8#"A-M4G)>%!>(CCD"K)VL=@>-5R1Y) VUOVRN&SI? IDYO/
\U4AK*U3O6R40GM%QU5SRZI)J>2] ML^:=6/O5@-((.)U]Q>7Y*K=B,?^X")^O0IK?'IS-Z'/.F"3(G!DH2SZ&YX6# M-
@FQZ*23V*R7Z1Y$=%4AN0T4[O4W?2DI=*QO'@ZV>HWG87JVD[IY[E%#S>!Z MDM2N1G%)
(63TJ8!TM;40>CH':YB+C.=LN0N9-Z_IZV(4U^V^HCV4+]+YG:-[
MM8TFD9P)P[(!Z6MC3,T3[5;ZXC0Y':B)76ZX])AGB/I[&-2U#>*>M[Q:2&W$
M8.UR<7ZGZ@[SX>Q\I4H,_IPN)\D7FQ+YT$IR3E]<'8M!5]HGS]8RE7R,&R6/ MTDONH(Y^ND7/;+&W%?&\,;|
[Q,SK^>> MB%FEV.APHTO\'5!S2<$XN&DGV>] 90#12("V\N@18DN/GLQN#613< T9&EM3 M8V'A#\ :+
&UC!F5$)I3[FFL;D%FF56QNW0S7P>OMXU*BRQCPQ!O-7-M@X5'SD2:L[^!8O;^$E=?,4RHNJ0@V
MD;)60DL(QB6R$T*AS9FE3\T;BCRB8ES4-!+OP^8*^_&Z.[1<>=3%2 Q$+VB. M]4PW#J)'#I)^=L((JUGK6K2GZ!@7,?
O*=BU4=F!T!V#Y@%_G9U])\]Y?S%7( M1!?%4YW'F.OP9V48 R>*!!ZL%\DZE*(U:M82U!-|=I'WH_';K9C? 9*>4L>W
MG@M7+$0;.9AL#2CR5B 61\#33X<'KP]/"$7^7"/(,'CA[3R^+]#7B/W_0.&L\-ES1RX
M==4PQ8120W&6D2GE#)E24@(SB7$O6,BE=:'=8RKVMX>NGWBICTGW2D]F(!WJ M-1-")0/1*@->
<%J@D)ECZR91#T@85WGL*>?'%L_N[!WY6O\.)V;Y3JWV:R1J M;B<^DLAK7*;%],ME@LW[Q?P++J[\#"&%-CDY6#D;9-
@)<"H&D"QY;7S-<]XH MS_0[-_]['$=D+TG: QGP,.?T @'P7/N/M"J]<%J6C*IJ1DZMJ1[^@R,9D@DYB
M9PL=P_1%M,A=VI6^\3(27A Z6P)V;SF.G>;R84JFV7*:\35^Q;/YEU6^X96C M:U4MZ' >DG;D0J?:4S!R!5R64
)#IW7\GCWUO9?T#:K]Q3L?@-<=>(&WS+OU M6)1F1B0E@$=30)D@(63&R&/.664Z'FSS>Y,GR!@W@-
#BL&S%XPY@<@?H1S/: M1@F72[)3_>1.,$#N;BC"N3C%IDMCT'FYN,CGJ*C%ZMJ1^$^RB+8D],=
MH.7H\Y9K.N0^RXL%JM.8WO$B;9Z_DNT_5V_J&$; %OFFV3QH9H /Q_!^%1LF=!9Y8+4(TFE0IKY:?
MDK(J*5K/27W66+& M[E^Y-P8V3PC9ANT=G&!OY[./]+3/E4>G]&]6_J=V-3&/]+,OU;0/A7@4M =+
MIS)3)9/6;EW*_!0=_5UV["#BA\#9E]\=8N;*R^1<6)4X@G&N1G-%@%@;6R*=
MS]%SK]$TOSI[DI*1<;.WA+\#F1W8W05HPFSY/GRK.^@J@E#G'051268U(T^2 M G;1UN]D;224"RN\.6
>4M$76':1[2.X[,7HAA>F;:R:ZW"3);?!E0P9&7F& MS'$(*2<(5G&M9%),-0?+(RI&SO48 "S[,:H#O?)$)IYTUMHB.9!?
&,C'U Z< M\ )LYBYI'92+K8W['3-:1T@+VL=XV9/7W:'E:@.1"E12T-[)BA=2BJFZ!'"%# M<2&;$IQAV%JU_!
9K5O)=I.,UFT8W0%8UB=58E8NZZIV2RT"=L28$'CM2"BX M-URZD%JWR_W1,EJWDO=6&:W;,'_LR_4P^WCI!&25@F;2
2M(!S5+ KQ7"GS. MR4MI))'>XK;\^H7C#I=N>P3MSLD>Q'JMAP=M7?(,F/6>]D,F2PUSO>(0+%FE MC<>-[@4V
<#HE]6[">NAN'?@W,@"_VTZJVFKUZTB;-"AZ%!OR2,HR^M]!ZE MDXO I)
(NND6VUKV7CBST740V;\&_L05_F:]\1;@*J*4,')P,"A3'"%%$"VA* M+ %%LKK%7K_WTG%\CF:"WYE_'=B*?PN+Z;I?
3,W.J5HO%H5DAT@0OAYRU9<. M*DG00=:9?XE;WCK=]R$-&\%!_1CG?Q,^=X:3*RO9>,5T80Z,L*3B#%KP2*:M
M5U+EQ)VTHG7<_#$5XWH/^TEU#41V8/'8^8VGN/A\4B?48#[^BHO9]..G\ZL. MB[./=4U7"M(HIDC-"A"<#D7%G*?E:
YJE39QIP0"Y,T0]G9U.5,L)F;"&3M6T68? +=3*?0K&C8 V M DP#YG8 C3=(S
YG;RYF>7E8"M8.TGCR1_AR9TGH78BLWDY:3VAW+D"0WH'S MW,JL!3+3>L["!F2-&\-
H#*+68AC[J#K(__MB61/0P_3LV\DJ"VT3O>I-\#X% M7\N^'*@@ S@F$6S)CBNI@U*;-:/<[?WCFL4M#
[(7X'\RJMV%,/_O"#>'GZM M$S:NK!=?[ M!,_5KB,+SFMTM,WJ%#SE>9W/0-16DHK!E)1QNO7]S;/$C-R$NX6HOP^?'?
C> M'X!N,JKPX@V38+E(H+)!<)D)0*>EU!:CGZTS_)\DI#O@["+D]=#9@>-CVT5W MS_@Z>WL^HW6LME31
8DE#E*)Y#?H$FD5V8/6++-:C,0M>ZTR2!U<;[XD%3^;MG/!N_1#1N["/*[Z-B-JUT"
MY/2/^76$,D9:2)90(L;:CSY"D)J.1^M*T2);;_SN +EYSSB1O!<&R&Y<[K,?7M3<.DM9R4F"8+7C.\;Q Z,S'FGK"J9<;
<5F8]11)E931&O/2A$A&N[I1UV2BFCL9@U@]D37C]@N;RM8[-,N;QL9 M=5']4>L;CF;+\\5%K?
6F]>'!Y]K5>Z*Y2B)%!X;\2% H'2G\(.!9HL/%E'5I MW:_C.5KZ2^]O@ZPFO.] B]U?
1[WQG3"!P=4NN#R70BO(9"DDP\!SL@-9Y"SZ MUC&;QU3TEY,[!&ZVYO?8=O93C'EW4:W!XW)8.Q$L24++U30=S!,;-
,^KE#9C MR(.(14*4B"!+5-$+P3QS&YG=6[VVOW2N_:S,.-[@M3-2E8;PR0;LY(69'!8 M[WD%1*8+"!6,14[V9A9;P^?

*>*_J[D&H,E=T9VL'9M)7UAIQ;+4AMFI (\F@2 M!)?(W;68$8W))K6>H];(S>%T"]%+KQJO[P*/S6B1=7(B#6DS/T]9?*
&&$(.ZJ1;#K W%,<>S7_M_'FZ&AOW!O$]+E(5X4><|%(*NMK02VI&VXFL1U\C,S)%:Y+F3KO6[?:V(&\C MY+D?*
#WE#26AL.^S^CKI,F:K?U6TTT:IPQH2!XJ2\G!OM+.TG;4B+1R^]W+!A M[+JW;*
(08_^,@IBU;Q\;'4_RI8^06F03T!L/YQ0)_G7[\A(M'!__QJGGSQ/#,_M"?X*=[ >#VLM*:&P\/K(_[E]3*
M/6L23*0GFU/1(CVYPO6RRD&(9"!P7FQPC+.@-G,K=Z5@,_3]0.'VEY/'#]J7 M]'IB^KP\TZYA^?ML>9F17"4QOY+.*
[[.+)>8PRP=?P_2L,FR@OJ;-Z7N)OJC# M,G78OJK"\:PR2D!G'*@4$Q#X+3!?; R>_@];-QU]Z;ZJ,BJG\VJX53U+ MF^*
M(4:R?7E,3KDDS)BNXV)IA M4#UVJR%*95EP5K/F4ZU^G$&[6XGW^VW)MN%U=VBY[NL7F->T9<#EFAV9R6SQ*
M+#N(2D8I@HZ%M(T-P4RT[1!A#7@ZQ1(9GGT4L9DS4;-_M\/X;9@YN!8M]|C6WD='N^)N?*
A[/F^)LPIE+*%H%AG:%G"H._M#^+E,HQA2*I M(>_-^U-6[?&S%8^WQX>_Q,<,/]8A=Z>#JJD/6"T#POX3E_NU0;KRM?*
=0YJ*_M(V[9),_J=$*JF'EXB=O(YRGL.:6PM:IJ)*>_VW#K#5N6898_X)?P;36R<;3P MZG?HZ2.[X=/M^%U=VBY;CYOR02-*
-2E)"'++ M32;CE/869%VX=1%ED*W[W_T0X=.M9+O15(\&R\?(E[XN[#I_L<7>TD,';6U]V5'-2^D-79G9^=O9DO_@B+/-$J*
M^,RE@Z)(=2M6'+BL DBD7PB'*<<'9O,&.89/O*@_V='>3Z70+@O+^8),2_?$-/J;I8WRU'><.ZCKP';&BBK*
_YX4L!M3*D&Y;QI M/1[O66)&["PS)'S:,+\#57,;#3LN=?QD+;>\OZ#(G2RY=I=(}?93FSK9EACF MN'92>L=\|WN*
]Q(U3D1\<%2U%4:?%S(3[["0B\K!)$Z[I$BB7EH+23!91$$? M!^TH,TZ1_9]NP>,_S['"6![TM>7=|>GAR%>C?*
XY+CJ<>TNIOX+HG#7BD8 M9I,QML[OS*DV^R9O73@'L@0?N0R9A2&ZGK2_4GC0863E.Q;C19;*
(P+M$WZ"C"ZO$;:1^W>:N6S-Z@X,EP?EB:N90EDSGE*"; UQ M1.F:-QKI.YXSZ4Y$ZX;M_S/^!*
<+>@ET+E*VYW!U.WH7/UQVL:9N06T=L";'V MN[(ZT&EK:M.K5-N'!A-=Z^N#YVCI"3/;RW@M9'9D^-*
C1N@.2G5R9W_,PNPI> MU'WDNR@8.A3$RSY*.$&M'8QO)-+/D#1IKOV>'//?PGA"PJ\CF#?G7@?RY>T"_MBJ4Z]*
[0+8BAD5=O:A(B\,!9-]$E+E_KPIZ7_\.'CQN['T3^>_&O@X.C.N#T*
MM,^5.3<3,W3)-7B*C#PKEL!HQX4M:-1FTWZW<5Z?H*,GN.QO9.S-MZ0[1$OP.9'=C=M*
6ANRKSK,JY[DP>=B^49(*,ON"RBW3G;5D]MMD'R_(P-9$44&0O)U=:S-==[JZ#J4$%-*
/R6G]ADNLO%I,UC^>:O3IB$;NP3# M=?).YK)PH4&(.OLO90MUY@7QAZ50G.!>_7W.FME*@)O.FMF&FUVBXG8JBD$O*
MK5<>C*$S5P6F2=MA 30I.B_(G,^;)9C\D+-FMA+D%K-FMN%JEP"YG8HBH@W6 M)*
XFQ%IV+S(X:S08Y8PHG/L<]AA&U/NLF;8 V8VK'9BD]T_;MS>I6:B]\XD4 MJQ>U ZX(=0J/]"FB+FG.+5.F=1;2,Z2,VR5]V*
#[;OSN#C9WIDI4WRX6'<'4 M>$\M&H7(M0=65)!&$'M>-3V1A5,^.L= M:DD>6^8(CDY@<"$:8977F?*
%!T;1GO^H7"LD-@:Y&4ND.;:OY HJC"K$.3 ^F M@&*7;D,A#:Z5\SI()5N'=7N;'#,\@K;F]*BSJE:VW?4-*
QO<'EZA""C8%1^9C MUL0F)!N S %P6GEIF+8Y;W8YN/$K>[*#]H/+@*P>V^6Z7M7]<28^.<0Z6\M+*
M3DXCJP/;?.U6G+@I3'LIV&:>UI./'W#T MZ&^'1^].3C__MOAN].3=[14>OC7?=HO;_;@5LFT.RRC67KM8OIU]99;J"P/*
M9OE7S:\K6BX3MHG8)W(Q<_9!%:0SJ ))*4;&;W82/*DDKI0*HGE:P![D[J_,MKE]]&?^P-KML2/G*Z$W-%G.DBY4*
+IPKDJ-7G@VV^BX2=%\&.8_5VNYRZ.),M?,RV#]/E?ZQN(##44H;-(G-ADA]/)C^GI!4'[M2OU9..TI@@[@=#2C9^%R-*
>'HY(_PY>H&Q]F,+&,"5PRY&E$HLD&CA5C'BC!M M7,BM@XY/4](+A/:5]+PYV\=V\Q\NX?T"OT[G%\NS;R=X?*
GZ&^3H%5L>D8T1(_MS!504DB(R1F0M/N$\9P,2%U\K!X]F7R[.Z<_S M60V^KN3XD!U7VU:0^BTB60@Z<%!*
(_HI7I)69U*JH++1MWMUQ\$6->ZXV!.!S MT.X"#1ULCUN]\68Z"[2Z<';'8[_'IU1G+I%&K+FU/C2BMSD83FM C.*
M%:W)1PY.&0[26U^T,2G@8)[/&KHZ 5LK,&P MKTDTP':;O7^[;4RD]F45.?+ MN=I#Q2*C[!0!YK4+3*&-J74+UR?*
(&#N39XC+A=UXW %,KO..[H:9;I>U_!7/ M\J0V,HB$;D"A&2A!F\PQ]&!#8<5ELA:;7WAN0%8OX>$=13\?5@X=0.N6_'?S*
M*I9P=I6"8D610@0!-G+2I$+5485"U#I7'5$%SO1P:N@^+;T$]MJ_J G'1TU# M?W.\ M2Z_"\M:,L_D?-*
<4)_TKNQMOYST#SS[BK_-M9^>?EA.'*;!Z%9=$EJ"BU>!+,)",UKDHE+SYR-D=21T[B[HM^EY"7OWT&[[E*
MWL%RB>?+29T5K7$X_MSE:?O8PHQN 81A:_"4+B@>S]I,:F.\-R@+<%]+4V6,X#E:L*4VO^6>B>;W[?U6+?2"F6T**
(+818%=@ M?"K#%H/5H@A(G!.3'&H(=:Y:[62D$A*02OM9TS]D <164M^J &(+$70 IV)=8Z#9]R#H_-?*
TD9+\J&9M2N$1NY:.!J$ M=N-UOQ *LXNPJ"O3MYN#*^O16H3L?1URP@TX-!%X(*O2B9A\RGNBZ(G7CGL] M^G) VI?*
C/P*6;G>)(7\D,V*;T'3R*ZX5>*\MQ(#6,8UD"ZAF6-I,*0UV0SH& MEG;C> >F]1T7^$[5Q'5P744MLT*
%.1+OH:02$+/D(&*4Q7B%H@S7[> )@L8] M[;H/'.PKPJ[P^" SBEE&GK RP+3V=>"7I.WK,V3:,4$4RSVV;T:U1R[:"[A[*
M>XM[TZRT;7C?%88N+X'O7.X=G-_P[!V>3VSPA4G%@6>%H(K6X#5]YW2*+B7E M8QJN%\=WB.LEXW$XE+64SH_6*
>WV#I)6^OML@>%L^E^8KU-@IK,JDH/C5V^' MNXC=\,4O=!6["QLZN(Q-+F5?LTHL9E='6D/B8/QNR]OO'HRGQ;GT_]:*
MK?79M>LLO&-D^LM:XZU2,A"*42"\T1F#M%:Y[VGZ]F3U8GV\#*Y'%FO7661O*
M#HX^_.W@[>^'KX].7KT]/OG]P^%3&53S_]EQ'3[,$KTNVTBY?W[6#/O!N M3I;BW28>5Q6B7-*
DDK:R#$C.0C^)IRUD+N>3"E1>IO2W6C/A.4F+VQ=NS^5DO*
M*MP.8A";M%T(,9M0:F9Q\,18'XBQGKM5KWC&%!J!K>OC6G5!&1Z)+PN8'?JG*
M;",]G@"YIC6#EU'9K&OA*2I03BMP*7)(/FJ1O,LROD1/BQ^N?\I64-BA?\HV M;;W^=XH*(^O3M+7[%L]4>S58PVJ,.=*
[M0YRJ;).B]F3P$3EZDUO? M'VU&62=WFKV1T@K/V('@.;GM*I%-PB>L\3>^Y%!JA!.9I1T8+/A6$E+UGIB07 MXTN*
2_20+CLNN':12*?@DM=+228IOX]J>U;3IB)$ZPL@"]*H0(:(&LQA?4S. MN"FTXX)K%XET *ZUY5$U*
MJJ/03%Y=8>^)NJT0I$S<>Y"\]BWQUD 4K@"YX+2]L#AL[J[^H$626TE]FR+) M;430 9R>&U>DR0M"&\!9YD!91;LM<*
;,.4^_$N0OM8ZS_7!%DEM)>L,I45NP MO0/PK!_V46T$F8L&LAB(/RH8\+;6E*+#H&0)R@]FP^\|Y6>P^I(^3L)V$NL) M?*
H,-[.!*<.ZC!\V=KDZ/(LO7,G 8=33)^" 'NV[X[S@?:"L OOA\H&W0T,'V MV'9B3-)!,%(@H.I0!^4#*
(R>,SC/&97%!N"CD<$G)__]\H&T!MN=\H&VDW0&8*
M6QR?;V\J4;21#+EQ8$P=CD1,A\B+!UZBJN,>'"\]YGR]W:JB<;!VKIV9,B^.MB ZVP^6:GTC*
N\F_X]%'56KC%I1UX*PC71*,AR+I,"75HDUL'0KX+E&=Z.^7 M!\Q\2.EU*
,=5$ORS]YIXPY'807XL4[5.N=!94Y0#KAS3$I/T3#?&XGJ*Q@5B M8_$_56731A8=(.M1:V;%+5E'4H"SM>L&,YKL%E;*
[;S!IA&!9/APZ/4[SZ\&N M X=%SU[\[@ O=U3Z.A9EIP5S_U[W]8CG"K*
M="39$WY2X*JN=8F4299L[:_?!.LBJ507%@D6T-Z>F/'T1083^64F,H&\I!PE MRI8B\RA%0J4"I3&X'9CHE!+72=3=**
ODJ=G[$3D"C@%(Y_;6X2P!A06_%R6Q MY+89>8Q8$E.DB8BC1#("RCR:23NV3?MHI^(8B'?*
JW'X,^W^XFKLK7E7MCAU7 MV'U8=\QZNOV;.$7U7&I23A)"D)8D032E('4:CL*<91"F8D6PIHY5]"35Z M:4W]^CKJGG*
M$QE)V)^V318)[#2*$Y0)FBBI(\5SU\9H-S6!!(Q#)6+GU<4P M]@?PYZ/,+^_N+MEB\4)=U,WVT]O'M:*
(5M]YBCU0D/)^DT!<6.67<**
MVYG@F/+8<"0IMZD6B41<97!B)YC%&&=$C5>S,Z;M_/3RMHO;EZJQ4)51!U)1'$&5+VW$47)1,<"Z2T5(,]]*
5L#T]1DKVO&J[@22 4&%[ M!6$;8;5/I1E5+*4)G PJ@X,B$03EL10(RXASHQ0SW'43L@,D!2)=/+O0*
M%8RD#1>$74+F"I4 ).W:]KT!:%[;]&W9Y>I5FL$I #XPBJF&K>7VWM$RD,-. M$TFU3IU?A1Q!7B!RYTPVRM, %8*
,KMSF&_T$F]1JP;3=VZ,I:*M@!-&(V)KI M6*&&[T@2_+@%():KX&UB.O#19!DGE!*D MI,T.RD6,6!;'".*
<21SSB)'(^P>\8^OR^7)Q*($=#+ !I?'5LMCC0ZRN%6P"U M]7C.^9-E^9L'GTQF*LWB"%%C<\JTIH@9$Z-*
<1@FGU$Y!'2VMJB?-@;RWC1^T MG #2 $38=EP*Y3]O\L_Y]-G/GM7S_@F#X)@A5.1Y7:84&+?M6/$C5!(,44I*
M>.HDI:YEM3-Q@?B9)Y&9+:/=W0/H>_S*C:Z;:BK!@6E;@F[9C4B98CC%B*?& M("HTL"O..02-B2&QSG---]+U=O1S/?*
BI4"S>"85K! P"L'66)_7$G,..7I]M< MXGN9&CZ MFK]8'V7;=C*>92D%/X7C"+0ILJ/6,BY0HF,9*QF;A+M^_CE 4B*
%@#Z$SR58 M 3\[W_[K[.;RT]GMY<7YY-OUY=7MV=W7R=6 1^/]"[IZ\CV";%?#*];0@T4J M'Y]T42\;D_L6_)Y63?*
U[7>0:\%KK4!P%KW45X]UW$0RPI(@(FSUO"$9F"IA*
M[$Q.CBE6B>3.2\4&43S4V*T>X">F_<8G^XVW5)Q5%2|>%MU3/KV_LR2CK._M>*46T1SA(DK DJ.<"H9*
Y82=&B@1Z'2<&HV%U*[-HC/B/1?CGTYF-\VG'_@# M..2OX:BZXH]ZT3,CPR;3PCYL$7O]*
(!7*\RA"$ALB$\HE<]X4XNWW_4J?)Q'8 M?*+IBT=_LK2:,0Z[9PRT,-/MY2C+P/%-<_!IM)9&)CJ1T4C2%,(K$ G*
M*"WL,OQPJX=:$DRIHHC'D4941 HQ"("0C/,H256>P?\)--*15RE'!_Y MCO'A(YX# >_P;W_5&(;%CV

*[=_'U]8K4P+F"M1(HSGD&:@T*GN=99OOIJ-Q|*
*M$24CUV5:PZGV^R82QJ%_8NQ_9&F_FEOEGI@SI::+>>OMS]5G|^9[6=DYR/=@-M1#+&4XU2SNT\-ZD1I^#^8T-*
*)AD5*4^JZ|^*(VPG*X5A,_@D:\X$! M.E>Y=0-1HF);2Y[" (P-M"\0F"R[_?II6[0]?ZVI:JGN3&\YC#.XB!?931G(D2"*
*(1D9$R&1! $Z$LUG[,\O8YP, L#WXI;ZGD5*)3"D2#'/;AX8B1J,499A@-MEJ5Y:HSS5GB=*/.;D.)9:D<*
*+P"1[,U4F^W:O+RIUV_[N-U]Y\5DD0CT&T3Z M6GU=]NI=V?#9.I/G/HH%-W$.KAR<4X@2BD%Q(X.*
*0YG4)DN(=)WJYV>G?CN? MAF#HPQ:N<'RB4?AT5;:/87KI0-Z#IYC$/"(H9I@B2A.&A.U:0#()-HO%$AS& M'T;O-*
*C;72=72GZIV0A'Z1Q]P:\;\6T\?OMMB3[-)_$%_@:6;"_-47BT2CF/#-MX-@@09EM>*D-B;&)M?*
*-2R!#V'W4DCLY\;&8;@!:."LEX]/L_)%ZUM=-M/4]MRODV%JZWOW@\:@__MW]O$RNORN9W'W0XQ>"C:>Y*,I$S$*;=7_,-*
*FTAI-MQW\C">YX(D44:>>U):-MII-:L7^H6H4A(O]D75GXU)_+:OE'JN>B>X6UB:DR-MB-*
*C^!%1HC9A(8R19BG,LE%'I#Z-6W?82:ORGUIU:F$*N'SG\NSFZNO5E]OK-MRYOSR;=ODZNV,&9*
*^<[^!5V5[QQ!MJ/RG4M>%=/BH09I6*1]K(HUG\I!X=/N4W_=G)U"_2QERR]L-3NZO!:BB_J6LZ_M/CNI3)*
*[UXW:COME=>\ZJ9RND3_+9X-MN+4C$A;MYG-!%>,Q1PD3TD[GX):G"BF:&:H2DT:,=#)<3LGRDT8PHBQZ1F[H-MH(*
*[=W7ZNGG5Q[-G\$ELMMY="9[F8UG<-J7\XWLY-WQKV\)2WJ>Q2T0@Q*:E,")$ZY]G-M"4DT92@W1-*
*I.;0QQH33""21Y+D6S'6=^=%$^GG$#TH:^\#E41ZW\NY"%^7C-MM'C/O222D;7U6@E;1A='B-*
*M:.DPY23*9$APGO6*,+1_SF*&68[#D/<5Q!)PR*(N2S'(N1:-$D41RS,MX)>YZR3LHP@,-M*/H8+!OEJ8-*
*(KUAQ_:65OC#+N]Y##S$)$7V1AY8J3D"6ZP0!<.]IJ-M/9+$@**/$\FB$[-"L(F;[%NH5)8QE66"((5MI$1,C!C-*
*#9(\R0VGH%BI:[]M-M*R%^TX*='JKN&!Z$#?N@=BL7$L1;BIB@B-A.&!F3MIPL0GF4YI')"9;:=5>0*
*M':3X3ST87H0TO,F!+F8/D^5+M0;-RYG\'_JGF48FSC-D!"VII;8P)B+-M&.$LSW&44-A67(M2%[K\9K".(E?.X7*
*H9",T&;S\\NWRZN[KU>?)S;>V4Y^+-M(9L=5G76;O#(#3AZM+S5#_.:5?*
*3'*P0X/7HD>95B;/!I#IN0K7A>SLZ>HW"E@>W?.Z:NZ_P5X>(.3XI>1%/7G3-MT.E"U[*:MKF/MAO%Q%Q7Y9.NFI>V-*
*0K-3-X!B(-S(+&]R$B$!(.P)\:.Q)CD-M$80\7<012'@CBO"[5S'L3UTP/0#'$9CRI.B%*I^V+\[J4W:+RQXI,DYY9-V&*
*M7.2VOT0",0Z1.3*Q)DQBR27%8PKF=K+\2.2I)*2+0#]-R_<+_PVX/E4-CNL9-ML+UM=;?JH9.()*
*(\3EB&B9(9H2NSK&D37<2J,B$PD$GK0M=O_B0-%R-6BI7/V-M>C97$V.F4G^:-SO!X"_IQQ&S]W\Q@M*
*)K+M6.EVV/S$7"RO=2L!:\1H-1P#B=\@)IBNCKT.P%RXA-MBM@;3Y0S$:5@K!%/=00LXBD2D>!(4"Z,R5*-G;\N[B$G-*
*&/5$_)#HM23_[[O-M!%:!S(?]K+KKKX56,]K^Z+-+AXH_?9]*/FMU2$11PA/"49+F%%$%?&)19I!D.#'P-T)W*
*MLS4'K@9V$N"YN=@)K\K=8.!;D!:<>+N%I9J12-B5&@T^76+G_B42<04,4@9C-MT*
*0<"9JX$*1=!/B[H'0$;.F:R[Z/)ILO.%6@6Z_C6B[.O^FF*F_T-^"R-*-<-MY!1+8QN^V[3%-$\0)UF"F%00;+"3??>?-17E5-*
*M^T;LZK*7QHRMMN3!NV-M]#[+!(MDI!'',(,(!7;,4RJ0'2]FM(EUAM.C9*8'$9ZO-$XB6V-C$W"[K(]Y*
*MW"LOM32V/5@AI[-I^Z'27.EFV??" F&KNLLM#H#3_'57Q(R7]CX*N\;.EB=,-M)*ODB<59$Q@MGB-M*-/,X]IV-*
*H5#*TY3.*MBC%/L/,=A'T$_7B[\4>*P*7[.L-E!T!:T+R\I0?N,-M9!%&*HZ(G?YND#*
*T03)3,H=M89J.5/\4PCNT0V"WWZ'UX+-+OP.-&V\OGHIGR-MV7(3ZW0?*
*19C(4[M_X(F*P8"31*&41S+.!4XS)CI%%;N^$,3!U0>QTC7[-C-3-MYV4%-*
*A74XZQ0;=/ZY3:HH'F*>8:BMGFBG;DJA)U9)U,)6:X"XN.1T-+3*>36N8*C%W/$<^L$)\>(:K]YV@-MLLX'N3.ND0I-^I;)J?*
*5]8A*"690!8S!H8B93Q%0N$!A912F.4Y*Z'KBW^G80-MYY=#5$L'+-Y-&PK^XGY4I;J!@N[[(I?WY8S90?\41J+'!'";*
*D8Y5:!-(J4-MSD62)Q'5[@M@=E$3Q'DVGO@X@B$-@?I2E75]795FVMQ'619%$66V1Q:0;G*,-M!,M*
*%P03*L:9'5WJ6(+>?/X'>,-9(C)[&1U-O]D]O'EM;/I)PQ_JQ>_-O^--^Z-M?NWZ%D=,4AW;]J40+!@E$6<&*
*(VQB'JE8L!0[GZDYB.(?X+EGB"2>$$[?\;^U-MT_5V0[W*G?[&"[Z89',OB50TA\-'^&E[Z8-7P!+;Y)=KQ:C4DHH-*
*0=UQ*7#4-M9X/UM)P+0WD29(9VC'=SK.I"5WP&.SM3C]/"ML]O^T*MIS%C2337%+P$(Y9Y-MMQ+B'@(ACY0**
*';6(V;G<>6<:*P-%AGIED*Q9?%@O;91K==0+H)"-P%R\5QO5>#1*
*M,O)_VM_>JRB+9!:G2!%I4XQB@W@4"Q1'2N)8<9)+UR_D>\@)UBL;VT"Y@BB(-M@_%K-:Z=KINE=;TJBW*5'W(?*
*X1PG)HO!J85]T#A*$$NE0;F2*4UCDW+M6M[V-MD.,Y3]Z?O+F"'*!PCU[Y$O-*
*W'@F7W6J68,*61RJF"HSUE2%!EL[:9$GFB+/,<-M"]P.4CS/B/LVXDSS6,42L2S/-MP*
*!J"#:ED$AI9BB.B%2QZT3*Q9<[20G[X;1D-'M#KFZP0[3_-?GEXO+F]O+_*
*M__KU[GPJ&3>EKEU]/<;6:^E#I]G*]7A991S'G64013R/8GP9IAU]1-MV&Y&=*Q3-B=EI\/EX*<\SP'O#^O[N7Q..1K*
*H7([%_5437GU8COD34P[AJ3-M'8[S2"IN#$JBS$X<81P)S"+$26PRK>W$)->-+G<2XW/:GEO$-U]EG;_!#EZ*
*M)=_V,9Z8]K(<=-T8MFYXI?),4(,R";I&D\@V=(!*
*CD5,I#2+TW33UCCIG#9M\R<-7??]3=>_:&;B8'/0\!P7=G^1H^K1N@4HCN3-M$*1R:3V-.$6""[#A.*
*(X59SB3(NLD,H>^Y/F%?42)<\VI2M<6@JMW*:H#D?4ICVRPM0;%,-MP9&DJ4*Y[7,>9]BDA%"3:-*
*?]Z#J0%:AI&R9Z8\'RX]FW&VU="ZU^+>IRIGY]-M*HL[7;5SP6WZ2DHY!#12("'L("U&*&)V-0VQ&*
*:.Z7R;NZZ8\++\9+6%:0_=-M(1B-G6PW;K>FU<6\]5/!6RV7X^-7,W=O]+1XUG4[8.MZQHO[6"0TLHW6E-*V-M2ZZPT;?*
**&.V+VDJE<;.[ROZ$.HG1>Y$MG1\Z-8D+#4G?L)Y[;BT=>>+X,OI-M\\Y17QSOZ:?*
*_QL=Y%I(9B>"89H@K@NVX;XUR#.$MH4S$,<1"6'>:\NKG66@/-M#U^SNW1&%;->";,Z:V2&6!*
*[E"!,9RSS)-3&FTQG=X6-!/0T=-^V[,J8U5W_8-MYK#@Y-8\!SFOV-MY2*Q9_L>_ZVG#]\AW#J##_$'?5U-*
*Y3KJVKGSB*49,SE')(TSV_R$(T&B&.6*-MIB+",J*;3=MWY5BY(\ICB#R6>'K%+0!*
*["CR4X/+6GX'=JTAKT=]W&9SMWBC7-M$=8\13*W/5>EW6B:89!-342>)+D@KF.1WL1Z#*/'MJNG-="A;>T=E;2KUUK^*
*MYT/Y_%\0O"T^:4/1QKO9/'MH@LQE.I5^K9_X\6)0VUY]>7G_FFK_8/VO)6]!H!\D5RLJ-M?;1;)BHX]IC&('%@T[X&;#Z<*
*.UGVZ^L9KQW.7GW_?M^JU5'%(;-OGV',-C;-MLLP&N6M2W2_V\MAJWNL#9U\KL7M%!R1^*YZF=M$[L.:?*
*X"__<$+FQU7]A!^'-ML%B+5!>.^'R9>$N?;KZ7RC%>&VOZ*
*<9[H;6=&X%@=0V?;:K'0GV>\0GK9P(!"6K\>=%K2IW,&TLZ>?1HJ_U^\B+0(#Z5_G7*WUN+>".I;U4-MFO8";C]O/*
*.X/E.GC^W[JW4.?^.SP>JV;UTOU9]'0=>!*R$H7GT.T:.^*]?D-MVI0XA]IW8'TOY9K'JV-W+@6+YT@P^BFC=(1>*
*(*!]+92[.)LO9W4/-6IC*;]!-MV7Z>EX<8X%N59K-7NK;>W1RK1-L6](;0#IZ7W1@0P//#ZWW2?J7I52+^;FV_*
*MP7(G+=K+%.=@G3JI8?NN-E^)Q[R9]"_NEX]/L_)%Z_9A9O)D]W;0)O7*S-GY-M';_%8B>X=^[,Z@#$85%;^?*
*3;5>_&/CC7MV'O^:T,.Z%X=&:];P=F-MV^D!)[K=H?MH8+5P%S'(1SLL>\<#&WP);I?"U7-7AYNM9Q7;4[IV6,S'+>M*
*MJW8R[=@_:OM8$@)DEW]7LLWU&8[3ZU*=P-G@:>W#YD-Y-N<,T%;_1G/JT6-M=8*#H=FR9B>,*
*GA0V\T.SV"]U^R7;W\TK2B=?R\>KN4PLW=@Z4[0^7UCZ\8<-M__V[MF27G6-Z(&I5194.V;\65KL@.P:?M\JZCRV>C:S-*
*J5H.V+5GP.#;YFWK><-K+]_+-M3DSX/_T.,(IWTA64GR\/U\-CL+FJBRN=.D"E/^7\I;)V!>M[:SPC,^*H(+/*
*M7NH[29)9^>BWK(:!_K>.]GC&;W;YH_K2DZJN[JZK)OIHM^WRW3O3A_PEO+8-M%]5CV.89XI3ATY6M8-M(@%F;,:+)*
*<%?'Y]L>PS8@)C.ILV+&]^MWQ?]Y08X$HKC.!M.!.;2Q=NSK+\$-M-@=!6)B^WA8"'@<);C=S\'H;^UG-*
*LQDN=@)A[*ZF5PZLCV%?W!M,GO-MLN/F?5\DSV:;Y$VUHR22W0O[R[]:"T5Y'%\\0W>M2P"LH,)/W,53WG2_,Q/_)F?*
*>!PVZK_ORC8>'ZH>[U?R-MED:U3SNV;M8W-+/9FBPWJK&YG+]C?2N[RRY[]PW*PT/35BT5=?$;!^6]G3\^*
*M+NZMZJ:X$[//977V-!.SWRL7F!W]-9^>VB[$2@?L"P!V2S-LL;Y]EN=UXPC=*
*MK8OZ].PZ@KB/&;Z#']FZJIP#M;FF/WWJ@=4.AOB^-MI?NS>3G[JU*U)=$!5-O6\]P!/*B;IZI1'[?@6D.*
*[?:1F!_-0<_0_UY=%NJS;7M-?*D*-M2_CYS@KU:_%<-\J!-/3^:!BJ?QR^I3MF>Y85&UY]+9;T;U*Z-MN1]P-*
*GZO7)SG_;\:AM'H+2V#V>U97'Z##3Y<-%OE'?8!?[T6>P=B70*%];6:-M%.O=7#7VS_^J;\Q,VFW=-3/+(#NAPI5(N?*
*B^M^)6-_+D$-+?TUTTMWEQ@Y\R-MWZ[C[=#9]Y"Y9:.^+WJ7U+K)E?ZXFK]LBV'IEZ&5G9R7MWJF[;C*I0P-KCC9*
*MOJ*_]_]^>.WEB^_T,B!%K7.Q)L9,):S[N7"C:X=7]V<"^V'9F5^^;:;6U9>]-MG#^U<]G=(;IO76^^;U*
*[>IA'OBWJ=]N[7ZT)=87BOG6]>9Q]K>MA'GG7Q?*N-M;/C,1?G>YEK>NJ3TUKFMO/"/T)ELYGPV>*
*[GF4^4(J&U+>NN'TA^O/9SQG5-E-MG]R!PC9J=&0:=ZWIKR-A7*

*)XK:U_;47<8#E'F:%8$K7I#HWJ#M7]M<89(A=/<0H[WD^\VGS8D>; M+%@)XD)]S]6.D[;-PP,[_5[2'2#G_[7LZ MRS>-JTCRN$_Y:S'2^^ZN#RN#P_]*-U\+63XZND/O]_%_G4:<8;V;;<$A_.&2 M>2RD]WRH$^)!W1WU8*-GY+>8'[OSY>67&]"[?J,3WB'=/AW)O."4?-)\U]7( M^KW]&YV@#NGBZDCF^=9J+N8S7OTRK1N'3]V[5^T$9TC760<9Y!O CY9EZ$W(MCB4[92N$=)FUGS7>;_Y7QM\]@(?6[H1D2%=9'9GE$=+5?/*UX_Y+6>_+U^HS M!O[]VIU #.4":R]{O'L[&Y[W4/7;NFGN$*Z@-K'%M\=:JU#97?D"+!MZW7" M*Z0+HSU,">&*W\E4L[<+=0(HI%N>;6SP[H24@U,E5VMTPB.D.YB-S8>1YCT8MCF/S54E(UR0!IJF6Q1=P7):$7>A:5M/V&<91GNKAY3N!&-(%2'>6>3^7U-32 MQ6<4D^?7W;EZ?CZT>B=D0[H+Z?"M/8$B)G^<<[UNQ4$Q#2K<@! MYGC/('BM_G*7*K!]S4[0A70-[I.=9#-\/,'6!3UVPCV$MQ;L[YSW,\/U2L"9M<"WIQE+>L-G+[:VH!%1=>C:;;;$E;MKE[EXX *SV=,X] MR)"?G==]Z=#/+NP_N[ ?=Z/55+,[73W6$W-7*9 O-][\GF6]Z=!Q/L)AQGCW M%"Q5+B8WOE_)6_W\L3[:WHK/@=F>9;U5M1\'VV'&!&$ 6[IL M$0QO7!C!=\MY]VCO8PBW,2(@8WA7/1:-6UOX9DEOM>S]3>%'AH1E"1T!MGM5 M;V7L@^Q@<+"M H;J<;H8"N_($FZNZ*]RO8\UW,&/(+"Z_/MI6KF$:F-!?W7I M?9#:SHT@@+J8+PAS -%Z*7]5YGW V>1 $+#<:CFOILU4UV)] -O+FQ_C.?BZG$TE;."Z*N6(S\'O/C/"<_#N;3A_#G[]J0\RXN!= M>/OZ@QY-ELNKMTN[BKT/KQ[(T_%>W-Z_M'3DE_?'L&UT7I7-DE0W]_W=OQ+( M]?] G/?P;WR+OOP+^P_!:_W__N-_ 5!+ P04 "#7@@)9:>@;ZS&A @!5 MB!0 '@ &5L;64M=&AIR]V7+G^> F?&]D_&:='8%VD\$11%C6EK,TE]AH06J M\;_:3W K7"[N*C+"UA(3D\6/PJGK_VE@VWQLL;A24E+'S);OC_JNSD7ZN; MGY0B#]8.B6?(53KZZM.S)1D'+)%OH1>*T_)['&WUM2:ZX?F*0)5G^]&>5_O<,SSR)V#).[I_^G^MXR0OE#?^H7&9+EOZ?1<'2XDG! M\S@2%Q;Q?SC Z 3?30<^2B#"DY(XY350-1W!^"ICJ?*F6OH_]//EOM,T53- M=&SO;U7*%=U8 .XUZW=6W *!E%FJ7'*6*.=%"62C7*1WO"B)D*[SJBA_YTE2 M*"\! IGRG*4?%LH;5L99"G><%D46Q/37'VQ57:CBOQ-5A3^[?SE6YZ\^[KX( MX5.ZZ9M@EY[Y-"[A=4$/W\Y&?)]_XD&%:%#^A^<%_#M=<.WZIE]_*9F?\/I>M/\M#GC\!Y"5L5?"G]2_/PKA8)>S^:9P2N.FF+Y$#&M$\R;82EE.&]9OEZ1,ZM]>>NOVT>J(UY_Y,S\X'LDOS5@@,N!$^JUBQ]"_&3\-OKS,5D]U M)#PES"H$3$W!*Q:&(!Z>JHI&3VG?\V<"QC@B I ?/-^9 +S^Z\7E"^7T]?F; M%^?P[YL7RN7YU?7I-?QQ=GG^XN);.?WM\OPK5;%A)%WW0AR@.O_\9P^%N5W,,.N""-Y\=%MW^OL!3PO M[KY\Y/FKU^?*V=O7K]^_N;B^.+]:;%VSE%]/$A[AS38\OCZ4RP?BL>_P:8_ZM,YUF>9Q]Y_MAO,LWU;Z)C^X[DZ[^>*R\OWIR^.;LX?:5"/Q"2O> IJ2[$0J%W_N0?D#5+ZAY7/OY^_>G6EO#R]M_.VM\OSTS=_!6CQ%3@0^!AY]"PR-?_U(!'D:+N,T+LH<[._[KIS>D.MD9XC2 M'K7N__VB_QT$U<+6\?Y2Z!;*JU=G"^7OY_\$2CY3SD[?75P#';\^O?S[^?45 M[$MG)POEW?H9>=_UBYH#3D[A0M3-KB_?7UQ==UXA'_)(=E#==7:@8VN0%$=B M$)5I^=2P5]_ 6?%8_OA;%L-[7W$6*J=YSM(;E-Z'2$E$ 6/$].-3P?,L^Y!7 M:?I#DX! \=\W;GP_-*=?W:=A') [6&R#C]SF/77M8^G0H[]UG#*^[KN^.UQ' ME,4#,0=K6?GVS?D6=9)VX1%U/E:@TRGK(@1[4]SGI!YLC78*J&IMKO5/U//YO.,],T#5/UW#MG4QBX!'WZ_-6Y\O:E\^2;;#H/DI'JX>:TJ7T\.G07W H$S"V[' MH.$:EJ;QOZ1(3HD 5_XRG/6?*GGRWOF7+)(Y[S M-( UE)ERS@I03U,%%W7H[+D?R#5G_MR.PHB%KF1FG+ UBS+\MRSSVP4;'%"_E?1K IDE<4AY7Z=1%"4'=U5PRBP',MT3.Y9?LC2PT"IL%AW9H("@<,>#GO?ON".5.?F6\K M"EGD& 8/#0NL#=/R(U]7 TM771,T&JXS?1HHK+VHNG*6\S NE9MECPG5ZE04 ^=$_<#C:8S<^)6%#I&8-LZ(#'0N:F;NN?XNF>%W#,CP[/TB82( M!VZ9/_WL:<\N.;SACH?PA_'LT#EQ/]!HS:KIB)N-@30U36X9OF;ZONK9=J % MEA-&NAL&S)X&"M=,1/204CK\.W9//7]@=[S%%1>P._IK++N#VYG]AQ#H>TQ M5;4UW_)}4V.>RU6N>[86 5H-S7:F@<+!1BDZ>/58\AV\+0MGCMP+=%K&S)%;M46BZ86A8$1@?S#(#R_(,E>FAR0-3L\+0BJ:!PG6?ZJK=*.?-<6_P.+/BF"- M9ZKN&,QRN&]:'O<,S;!4'\P/6P],?R(AXB$KOLMK7CQX'MP/!,X\..86C[R MVXX5689CACYG&G-UPPN9"OJ,YTW$!2!Y4)F=./N*06L.;(Q4W+AZ])E>Q W/ M-#U+P5/BM*(K#IT'JP.!,P^.I4OI/')<9NMA MP$U/<[W LATUM$.5N\R*)B)&UWGP3G3>/G0.W_T6=;,@5M1J-N1;7NAS4,S M-)FCNZYEVS[S#-TQ54OWIH'"H3GX)IN3O?<$=3/WC?G3=$VU&0?;(?)-&RMG M;,MW;-UC/.*J'4X#A4/N^Y\LJ=*2Y??*)0\K.D>9-N4M[^2AGF7+95S.+IN] M0;-ESYPZDK6AJF$8<1YZNNF8C(6&#W8&YY:AJHR)@M M4U[S?!FGHCT9&86:IYJN:GFF:EAX8B)J MT,"&//^TBO.6#2G.$Q95=ZQHMRXH7;9^$11#IR']X, K#FU=:1H7#=\+;)# M/W*X&?'0=WW/Y8[N62B-U8DD70UX^'295=CM/:N9**)U<'SXGX@$FAZY@6UQ=QHH'/#B18J#4 NNQ.EF$U0TN,(59;ERM"FB08RUQ)YUS>_8'[S/KCJ'0]O70]ID>V*;IZ9KO MHUN!ZD5@GAC30.&PF0YG29*)\1X%EH:<1Q%><<=GK]'>X'1FRQ$46JJAFZ'N MVQZ(5M5Q?3=DEN7;CFXRUS$G(EG7M%Q06T%I?<[3X';)\@^8BQ!EZ L"9?<6MYVT=_):Y'XBUU9DWMR=V1:H6,BV(?"\R?5-W&5-#U[)='D6A.Q5+I&Z!9=3EME,5">7;\A9T6=E<67F79[([Y($SYWY@=F;.L)X3V);'U(GD?/4V3D-I6/30=\?]P-[,@&,*CA9%ELU]Q]%=$_[S34]E M?H2"U'29-Y&0]1H#YADV(&#*=6YH: 0EUS++8(?.=9.$ MD>D&JAF +N-' ;=--6!<,T)U(@;%D G?%U5^?^C*]T/ M-,Z<.%:CXT2NH3(UU%5N1F#06UYH,,]QP<@P'6,B21C#??&:?9H=,_N!.MN= MN6^[61_8H>-PWW9X:#K,]573,E7/#ETP]CW-G 8*Z^0V4_EGS),0P_>E8$@1 M*CQP/MP/)#JS@W2DJ[SG61I*4<\.3)U9S+%TW["9S4+-C/A$\H2'NV"GAB9FN&YIF/Z M+ J=B"3BVQ?-:;2&36LEDH22L-P*/FA<^!^H, ^9NUQM1Z%O>ZK+G,#U(\O4M7,3PP<;9"(JS=I^F"U7/"WF=N5[@\&9"4>[!;J&80<^,QT=[ C; M][B'C5*8Y:NJ&4UD$ME@&VP*+BB>2'7\H*'.+6_V!I_.:,N;/Y?,3WA]O -N M^6#BI556D-O@:\OP)P"UAJX(_K7]Y%L;%*F'W3^.4/I]N>K9D M^0VL0*+'6JVS&]*,.-VN[405ZY-R6[Y9GCZA4S7#]\ZY[HFG;C^MGFA;SXT^ M]M%/G7>;GV-#UW4/- -#CUR3J1%CGNWX1F393 T]-A'I-&R*V&PP<[Q\?Y#H MS!&[D3D+NN/HD>58JAJ;H69Y$7<#WS L-=!8,)5N/\,A->2)%'V%4X2Q\C;* MXN#@6S?M!S)G?ASS9FEJX.@!()$YIJEJ7N0[KJ9RES/#_6)!%_;"/I9EHJ@ M78%C3 ..L#QP+MP/%#IS [611$"7N\P-=1Y@$,9'#-/C+U[CKJO9$Y.J0 M*3MY=D*D''PA4_[@Z<>3H!(SW5,SU)#G^D3 M$:=#7KQ(BRK'G?'0.7 _T#=SX%AG=MUBH>_[FJ5[9F!PS^=<5^V0>9$)6)R( M@;'FVA%C9G WI#9NY-$Y2UB\//A=<3\0.O/DF"\.K'[/9)9O<-TT+,\U?)]I[M*M<A.Y&\CR%//L^R#X(1+_'24+:2@LUR):X\>-;<#[S.K#E69Z#:+J L M4W#,#57]7S/\W0K9*H3^48TD4$F0]9\7]1.G(#S\.#Y<#^0Z,YYZ:.VO^NK M(#Y-VS],/E]WS)\G=FH[SCV1&:9#/GP/+V+\RQ%U94E<^1QGU Y<^-8#:SI M:(%I6CI.-EL[C/#99YCNI;N&JKF30.%@X+FEU5>WO)<.2VD-^?@.7$_T#AS MXFANLL<=-PQTPP[@8M^#15N>XX=6I&IV.)&>8-.O#R_N*8Q-=7!L^!^X,]3 M9Q8<<<#A\!)3M7P],CW#<''FI>$&EFKZH6M/Q,H?L.#YIT#T]W@5%SB=YM#YM<#^0.//A6/J_KVMJY#@^8Z#-:)PYAA\Z@1^%IF\[^D3LB@$?_E8Q+.'(9K-P M/] W<^!8>#A4(\,-P930-#/2'=\)#-<(N6^XMFZQB2@S=?6&HURD44;5&UEZ MX,RW'YCSYGD7(YG#@W("S7',U7/= /#,2P>:6#F M&\R?B+][R(N=@]DSQ$($>"@//A5U/W#I&3,[;D6AZ7M>CL"1EBY?$=Z*TS M6^X;3KUYH-L("ED4>*H!)DB@@1G"/%L2+<=Q[.8M'OAL(A;'D!1"O\@R K[R*^<&;C?N!1&\N*QZ9]!#9KNG[EJLRV^26Z5]P M:M^SM)#Q0'8 MA 6E1K,MF[D&-UV',688@18%NFEXS)M*.N20/5_S_(;G"VP=5V1)'-*U"'^6* M)9R&7IT6!2]%QPX1Q#S%\0$W\2-G?*V0_4:>H\8V?$/6"&&+=R3 Y*CFJ&;A@93F@Q M0*VA.=9$).BZGZ= NQ(37@^="?<#@3,3CAH?IF';3LAMPV!8Q^J'GN89W =EMAOFV-A'?P)KFFH4BK558EI'R-K]A:?P?.@#<^2(+*J&E*LJ!,^E^('AFTG$' MGNFKMHE-R0PS<@Q,P;)MPS,QG9G;$VFC.V12R ] RL %72? ?TU=9X$^%6ND3MWQ@!$C5B7E M@7/>?F!-4^5[&Z&G*.=WM:""B\2@Y\= WP?U X\R*XSC4#,<-F,%"S71TW^4^UR)/]U1="U0^$;_XD!4O M^9*',;ST_2I+!6/.?+EG.-74N1IK)"W9#P/'9R[8%#KUL%8CVP@9)GA8FJ,Z MT\#AL.UJCRUG;MPC3&KJG&$^XGWCGF>:>F@R73-FH8C5_/B%N">WHC**SGDJE"N>*F<%G%X\!58^X'8!YCSSR4.MZZ/=^_M MGTQ<\^QF%Y"Z]5_]C'DI^59;9\JK:W,+_(DJI0SD.>/P&X)6Q5*?U+_"N%@E[/YIG-+GTTW/EBR_M@15(]%BK=7Y#XA&GV[6=J&)]4H++-\O3)W2JYOC>.=<]\=3MI]43;>NYT<<^_M^JGSOO-S;#NF[C-#PV1\4S-LS[=SU)]W=0L+P@GXF8>:(&G29*)2/L\(FK? M4*FI.:',RS M4CG#;08.L40Y#8*L2@_>1ML/Q&KJ7%(QTB5,#SU'TRQ

GV5JGN;Q)U)U6^7< M,$/#F$CQZ+HGLPCBHI";); C3{BX0?'OX>R_JQB4< Y,#,">2Y_V \EP:F;4
MK3A40Q"W(6.1{VLFUG5;1FA[?J1{CFD:-IL&#H>,^H{GU%8*NZ0"9YZ&8 W& M19F+;AJG-WS>1?<#L3-SCJ;H>
JIG69KENHR; 3-=+PPTKINA8ZC.#*#6MP/!]0_=],_#=4-4=W9X& M#NO\-
$U5KF_YQGWQP'EQ/_"H:?/@J9$XD1EIG+M1:+JNZ7*?.:KKJ&H$)KEN M65/I$M8/
*J*]76^W+!+*JR07IY#9\S]0*JFS<458_T6'-.Q M3*;:7F@Z:L BU]<<2W-L*XSX5+J=#".7JU6>W;&$DKQGC^L>
(7)FQE&ON<4< MW]1MUPHP4=]C(0A49JLZBW0]\">"PP$SBI;AR(ESX<5>XE/3YL*+,0^=KYN!
M[G'/QV9^D1_ZCFT:H:X" CUC(L4SC])<__2SJVO.LT*YY'-?__W![M T<+C&GQ< Q&7:]+JAI((Y5+FGV-6T M>:;
<2+A9YT%D8S<45S4]K+"Q7#*;5<%S4C7)Y*[O\;APJZL<_%>\" NJ(OJ M>1D<.E?N!T9GKASMSQ!&S/=|WU# @W?>
[@?Z M-&WN!# B1BW?\DS=TE5--[GO,QYH@1:"M0+:4FA/1(PV:4";\CHN IXD+.59 M=>C3Y?8#>9HV%Y:,% =Y;F2$&K-
#[IN6ZOI,=Z,PM'7'YZXUE5Y_:\7_(GYR M\%O@?F!OYL#Q;IN^[?JNJJ:;3H.9Z%FN4P-U=
,=7:684F+;C,3NP58]K7/==IJM\&CA<8\$K7F91=.@, MN!_(T_0YAV?$DC
=RO"PP'PP3=WU'<=AON;:W&:&&DXD8K7&@*_B,KYAXACZ M4/]6Y7$1QD%
[1$R*>|VP24$A#OW.XCM,O3OX61S[@71-GQ,)1N:IN)H1N2!N M Q:8GJY[+G:5,+*C0+-
\U9Y(,L@@^:X)AXAIC]<%1CX.7I'=#U1J^AR?',G\ MT#0K-#0MLFW?5'7-=W5N8H]<%D1VZ$S$&%G;1T^7/
U%\T9DR'J'/'"&W ]D M:OKLW!GQ#MC,TD+?#+@=FBY@CX=>%#!N<-\,PV@B72,VN%?3)*YC_UNR[!8/
MY@@0,\^5)GM$")HQYPN,]=,-?#]RW4!GMND#]CS+-\!R ?GL&K8[$4_#&C.?
M96D4(QQCAGQZZ)RX'UC4C#EM8,1U8%B68]MFZ#+?U((0L,EMU46[Q=&MJ:1^ MK"B(_]T#EQ/["H&?/P@+$!$
93'<<(+2,R75?W7#W0+4\-0CODEN-/ X=K MG'C-<]!H.Z[;JRJ_B^]8[/+NC\I&#-Q[W Z&:,7N"1LI_?%V/-!YIH>J9
MH:4R30L"6V6>&AJ!YTZD_&>-*7][^S_GEV\NWORFO#K]_=#Y<#]P.//A:)C+ M<4.NJU; 0\T,0\,SN&H;)M-]-
PQ]\YCNL%$]&%-F3.+N.R:3;PJLXU.'2.W ]LSAPY6I;N68ZMNW80 M&:
[I.Z'G.Y[I6#9GANI:4ZE'6*_G2LLXQ]2>G//EW.!C3]"H&?.0D9$,2DMU M;&XX1ACY)@M4+]140^<6-SW;-
)R)^.LV)>P4E$LWYPCL"0IG-AS#H6VKS'$B MAV/X*K(J%6\'"-/B8\O.'-V"W45O'W,E.> MLSAY40O4GUN1*ZC
MZXYJF@;W#54BED^F]-Q_?UN/IS7-Z1.(?%*?S^FJ MW3]<8H#DT"HK8@)]SL5(]&G9^W>8N&&_[$SSG[\(1%)<^?
LN0CNR_Z@%G&Z9,N M2#=+8P-*?B"2FA^^=P__CJ*>^//JJ*_G+]Z_.EMC/R?R3D
M_WLK\D^C*$YB5G+E.H+YQ;5$TC;LO_Y!?__*AKQ>SIDA:9'F> M?80/_2$!\=OC 7$&3X[3ZH^RY X](S^L#O'WAV" [?
1$_X,?%@:O'JU*_J,"& !9 M_+OBQ8^I,+S^/%C\D#!X\YGTKAA/>;A>-7X MP^/P+S_%6N@S4^5.% 6:&5@1XSH/?
#7R>6AH@6K\K_/3YV10?6^">5RNS\Y2 MQN;;YMN^V6US5M]$L_KV@GKV]++;>+K>;-'HBT^N_7EPI\./RA7+Z^OS-
BW/X M]\T+Y?+\ZOKT&OXXNSQ_<7&MG/YV>7X.YZ^5H_(V+I0__>SJNOJL<8K2W]JS M8R5DF++.2-O[6Y7<*YJZ4'15-
Q7_G@(/;)F!G7S^ZO6YOW;RZN+\ZO M%@I3@*X3!>PE5)CC] Y^(R=LF0/$E AT)7APA9.$E/*6*PG[2"_!WZ_H'OCC M-
S_%ZY MY3DO,Z7,;CA-]:3^?_!;#"S:GRC(*-S" 5%BR3+[?Z'X_?_7J2GEY>OG;6^7YZ9N_+Y0WI]<7;]^GEW07[N$
MWP(9:],@KAY@-UW00IE(MONI5^=G[R\E$[YZ=;90_G[^3_C\,^7L]-W%-7S\ MZ]/+OY]?7RD7;\Y.%LJ]]3/RONL7-
=A.3D\$.J\OWU]<77=>(1\"G_&O+(9U M)YP!K^0Y2V\P?[1/'W#JM#[5?L#(VNF=X\MOWNQGV8>\2M/A:_]&9Y^W9]LW
MBR?_?2-9T).O[M-0#G;9@)>UL^V3Z[6^?7.^F>H$W+=3Y1CTQ6%8WHLLJ"B% MHUU"_]LW7=!(=AK+.$8W"(
'QL&=?+?]>"H&W.]_/;\\/P40U;L0P3$ ,Q_@ M5.J!4A0J'/L[PRX'% B;S"TKFPMA^\@P:H]3,G%_A=\OQ589RHSK-
D"YZ&W" M[]4-[I^Z3=NPIAS!828>LX M5SQCH2RS,(YBN"O#K6RU2NA1\'>49TNE!%!A M=;?X]S;/JAO:]^A-
M"MFT4+I4%*3*CA<7$U.(FT0ON,KZ$S[JGLUM(& VSQ? M$<-[<%$6%H'S.T@!"N>C23,@+;-H&R"
<GF)5KH.*&K9*$I;T:( O[=7$XD" MO<5'%X)?D0B!&!#30(UX?LD^<(7=L3C!HC8B#KB_I7)81!T4"<3+(A8(L1"+
M=TD5"S7""E<0*7^P5'6ARO^4C[]N0(V#\Q#PQOE M&XK*;UY"2A@L?;GBH-4A2/TX5!
(,4'0N.SR!],;M[[!9(.6]?'L)NPTHULI- ME@G"N6-)1>@$E!"6RAXHJBN(@YFE 8UH$IE@N1 $J^FUI
M:XB*/]Z_DFVQA0Z]V'!,84B.0O"-4VO%.R(&.V&Z)I5"6W?'!Z25G*3;HHVV,=I0J7V4%EQH/[!,=S?-[[@!3 ;[4QW=%Q^1V
M4@U-D=5B[MTGTC;@X@&E=S[9E5"YT""MHJ3C9.?<\H24%U8;-?^N --D),6X
M^RXY#O:XKY]ZU%SWCXN.4ZLE=:GV7N><%55^C_T^JD0.$EF!E54E-Z3$ D7 M%1/MM&JW(<%0*O$7^/(4%.=+?L?
3BBMG6<@7:+B!;BN7P#\%M^@X 4T,5& P M[H1)#YIPPF^S)&R\H;#LYJ;ST^MM"U]IYQ7/[S#[K?X;(!GPL
(^U@&)3PR' MGM!8E0#&M4?T;C&?6-I".8*/@+?QF+RK 2O@N^#6+.7X>N4XM6Y"Q=G?
M36ZM*'K>YB^^%U^4II)"FIM9\.\J%B$Q@B=\6!&C3A_& M11TK.T9:*BJ
0L,!4DM_W*L[)"I<3<@0I(X#H,2'WPN1S#XI)1"\<.63*WRA M]#OA/$39VW>^.7 XL<#A1'?,S=O20_#$YMJ;&.\JIJ!R: M
@])C5>!Y<5!9^I./T$5["Q>DL,-MF[0)GJ?4VS22Z?%<3.I[XK4,>]_2G3> MT#4N;"&C#:C+%Z624ZY(VEH!
(<=]A"P=&07Q61&3!P%T_OZ'=GE@[>1I,Z]C MIL?O3H^4?;.Q4',"!)DJ&]:'<:BB!&
(2>4;2/1#5]=I@V7V2#K0ZNE878"L%^ MT^]_O,!2]!/-^0X,.Y5DH$EP"\($U. 7#!ZN7,7+5<*5J[4-?
6*F)LP8B+QQ!BC#C)E*/38R66X9U- M%"@B7X]\[F+D.?"ZH^CA\I.XN&USUNA$)S,3OEBZ"-;/( HUYUFA_,[]\BZY
MR'"=)A^L\NPN#GFX2Y*7I!XAK"U*SE!5976R/*E!7(B^!S4OI;='LU4,JWW.4^#VR7+/RB7?)6P0/A37B";4QR\7A1(
MP^U*3;.8+ #8Y)@%#XM(V_WM$=]#V6M=DWG&9=SWBE'!'>"PRF;'O%&5<0)O M"HF0N_EY(#
<#F0%%'L_MG(IWIIE( (*%(+ECIOB1<4R9ZL XE.&_;<\7U0P8 M%14\TKE$O+!IB7GDBTM>)EF6GR@TA4DF[@
SCZPNK$3]1>=J.MY @-,D1%PA M5=.(A!FL:* ,Q]ON!:&L9"56'SP/15M6E2BS,/5J4'+Q.;;RCU9),R7CF1Q-
M$S2:NYR'^WN'^V2!QQ:+$$W YJ/:C;'+O:ND*AK^::]M&6S>>!ZI#*^3$5DI M65?D"KG"07%
X9*@GB"%HA1>4I'9*Q&)(48@Z)T/9]WI-XL0W8K0]9K "4SQ R9BL!2+YO&11=MXZ+I M"!JT&G
3/S_W;Q4"A_XXJ+W?]]\S=;)@S] (L?^4IZ0U%,@M?W*?[)_A/RC M?21;,;YH"@0K_3'#(-53\%=1+?@.E"!TR; THRI(\;
<@ZA TM*!,[LE$ I-9 M_MFTY.D62G9J5&,.[\2!#7D&%AS>6M1_)D(Y$\>$-2;*).L+VL)"N9!FI2<*
MB&ITRV*Q7BE="]M;V:"<[[:RJ:T\J5X.?1*8,]L,GI)6XY>X.F<^^EI\U.0M MOY@2,[5MJ$2_*Q$IZWL4*,L?:ZOG?
++O2C%I&3\Y YZMQ*"Q5^SC%)(OZZ1\ MD%:G:)X&U/'HE>PGBB+I7U4>%V$L'$E!E@8\)_4"))8P$S%L U(JCWV>@S .
MVF\DZ9OR>R5A)$WATD4GV%.'<))X*VIW3]K7'+8CH)3E9"A[G_3AG4^\O/N2>H"I* 0SVWX1V[;R M_F7=*/
EGY@RL^(YMG=C-Y@"5\I:7%D=5M+:?9YD'VG7_1,"^S2*_4AX4>]X M@FUL:CVH;0O'=(\DD;Y#YM65'6?E6_23ZD_(<36
M3VR7Z%5\=^.)S6%G?0(82MBJX$_K7YYAAY.$W3^-4X(SW?2LWU-M0](>+56< MEKY+0SVQ51?
=ER6LM0SK%TO/Y@EY-O]?&'FLY)Y;A M/>JQ?Z8EBV4#8(H52__RD_'3 '8"OB< #:H)#Y6:T.5YS''<=%KBYZF^^J1H
MFUH2K@$W6WUU<:,^Q.OD>B9.: A-@NT!B*@GSE:0B'9[/S;,-@G%0Z6J-7%- M$-)FBOHL>(%H@G^_$2UM!.X> 4?
_WL2T[P #:M*MF9HV |>8J>FSJGS3K<-.-9,39]-35\FF^K>X=O!WAX)L)DB3XR-\NW/ MY&;Y[UU W]W]I@I'?K?
(A_KG=F)"Z\ZT-2_:P'TFHN Y+ZI$)D+VW70T/2-> MPEF6\JPJ!B_?XJ
\47"J.CKCL&%44S8493F_R42(B9J5G5_])F8$4=03HP$^_M#[)EI\!(A)OPNG=Y'."#WE&]%G6A;MV-
I9ST(CX'08(Y!WCT8US(AU0IJPL, M5O)9\BMN>U07CHN:)RS"+&0!/!WN?TQ=N=#_G#D3 M8+=>]%?
LXW2%7SA.LX$C8C(2LF&2@5BEOZL2$V2H M3S6ERN15@O_<5'%(Y=QXJ&W6CLDW(64KXHD@"_$?
_JDN0B2)7XBVV*R?"9/E MRK^J,*8L1U$'3"/8,!&F*F\S4?R[&-0&TA?!U777SKSWU-8?+P9LWG?
1G"JL=LR5Z_L5$0ZU$EL, W940_GY4;N$ M%
(TCHES6#L"$@TUC&)I!T.HAW:&V5.$O9V1=RNP4K/^+@$\++&1NY[\U=<:8 MP[78K-$4-,FKH]-
@5PMJ,B!7A"1DKA5(/V)5RY@DZ+>_1#\H%UVA&@5T2;-? M#N*-]06&V=;)$O%YR=.5VU5??M M/AIVG!=BEC
J@+#IQEFX_ARZ@T3W':+J8]9_8"'NP"4@4A%]=_A-Y=;-L%,R MO[X=M4#1(2%K8I#(\)HD(UTL@*=I^48^_1]L
:3M0V(!NJ(HT2Q,O/$H>1$(_M[KO,\YGH7E\QMF9(,EQOL>EL+.M9Y42KJS_],+C/WJ%!\CK+PON:Z#^##+"N
M#A$Y_N7XF-Y'RVH[(>Z_!&I-9\+T@6_Y+\#;T2_M;Z2.Z(]KQ['3)KE[Y^K[
MUDX^9;O^]C7R#&WAFO_N:8:.>:)Y7Y1FJ)DGNF%^]31#W3[1-./K/]8YL77K MVSS6G792)#YRK4DDT?\70_OZ#=[,^?

*CE1%(2O] MB6W+17&&N2BSR'P8:-\R/U'?9]!\S43\+P"HP^U \S*?AQHOF;!R)>*
*XT"EWO/GS__DGO/&=/0*7.TQ9[^NK)O MKTD5EN_L1/;M.=1FV?<=RIMFV?U++/F.6?*
*8]S29^HL];W!:+OBWHD_."5HX\#WO(S]IH MWF@SPR$XDE":'/Q2I5B)$7ZN3-T12B?&*
*J]) ^3D*YU88)L"^KW0[J'12PIO>THB;7MJZLI+(#;"W,4G8CJ@UHOH9LGKZ0 M@S3Z'=/;LYC[&]*
*%P!%8#$]MUP=7P[OE69$UT;RZ:-]<- \[^>HIF3/=/H)N M\QQ+(?))-AM>*WN,<8! 6*
*5EEM]C"26[R=GJ5A&5Q'/5[2[HIR@ /LW$6_BS M6]ZF-3<(Y=*V52]TH5-]"5:(WC?22-2)I\HYH#_&G##Q"!P1W!2?*
*T*!@4;)) M118L!U'W\38KVE-QT2OHFDQUIJ:?6#LMSSR6E?A!P%?E^#@WJCLK*A^K%\J8*
*M)ZV2W=7(/V4K!@*AO.SLEG+C[?F^+S>8A"R]!W+$XH_Z:I]DDY@#* MQBVLF>*
*32JN\VKC*5HZG3<+VY2TIZ1OHDJ'+J*O*;_J=^%*(NH.197*$5S\ 8_+U1%6OV19_790-7VT*
*MY:A(#UA+W33=+TF'%+./^^ QXGF3B M ?9J8MXTS=P\T0%[1_'GS:R9!S]]=>'W'&3?DXL4QW)-1(MI!\?P3SP/@+5K*
*M(?A['I?\R8OLHY'!\9UEZQW,L_U;>89RDJ$VL3BNW2TZ:!%[3MHX#)]H%IGQR M$C-?-*<4L1SH*
*MMW$OR=/XEB!.UJY^GS9#^GH+2-C';E=(T3123 @D#Q(]O]DG-GS.VIQ[V>.$ M^LD6 K'3@#F! T:'FM@)$?-*
*'AM=ZHBGLY; M,03KK-(BPZ@(;KP !;S.AW52I\P[V#\%J.-\28J&]"4U@BAN!1&=A]-QKK Z M]@$D*.X0'77D(-*
*TD!B2&K&Z8U&N%V;P#GIPE=Z2SK/(LX!Q5B.)+ILK-7H;_ M7LBE'W!R)N#B+ LGX9UJ-^;!XN0\3[_XV136R_G?[$/=*
*MN:?7YQS>U8G$=%NER>>A 4F_%?6CNQ^YY0/AINT?-+#?E:/=(5EHHR&'+Z<] MY"G-!L;K?*
*OJU[EZY2Q(4UFN08$]6P9Q(*P*C:"#[O3T\7&M5!A@3RLL8>>%\ M>=;XCBA)BQ4!STL&>S4<.IYEX$YE(+7&F(P@5-*
*B@FP=2S#6ZV>B/(QDY7&5Y MMS_Y,9 JRT5_,NE<07DJ^C+WNC8VGSVK:[L@NMIO-AEZ0V,B%@'KQ9@8ZVXY*
*M1(X;MAK1EGC>;L:W&^QCV'&@4G!0N$C/[^]>AM0P,.?K;OO_$D,+I?;SMMO: MMB@ M;.4/-,<7E?*
*R.T]J/^J2KQ(FABS4MBV@1OC(ZQ:(FZ\6W4WI;]G1=05; M;0[RK;Z:9-J8L_A[6**SGVU=IG7Q.""YMLG--*
*L)^D=QA1]@"Z!*3>F@2>&.; ML$1,8.%#4B6*%XU*@:$*G@B7\5A[?9:&_0ZX,F*?=QAE0RSF)B:M(:Q$:E>,*
*M=H/0$C(%V((^2[R_]E)AQU$TQ%GM+)2Z6:P$M6D^M=8CO MNX3WW2&C]B:7/,]"T9HWELMJ5!*
*]QCO3)*N=WTNF%"^_E?A(B"!>Z%D@;KA2% M7N]+ZAC99JS2 U]@G],1LIBLX6.0N"AJAR88SDF6Y8NQ)WV,*
*MZZ;,\'ANREVUK0-W_SMM8[1T9T'V4740+P]?2SU#M@5 M62@G68@)9IABPLM;F<12)XG(G71M;]*
*[P@"/AP9)Y*DP10D),;4OYC5!+[EA2 MT9'_\#P[_BHJS:BRPAZIK'P+@-12?X#WP3;2>'4[.'P0[X_3B?ROHQ+M&6R^_M0*
*6;[;S=B_&IY,1WTH$PSP$]H"'!(R(_2C/)HO;PNV:LXC!M8+-H)U/OFZ?S M]"K3\.X-7>VG0I @HK?I9S*.1:,H ?*
*0BO$(RO4[&C+8G!VZWS!5HG@8ICS=81XQ30I?BSR:0,FZ$@9-O%O4>GG5D\ MG6MRB[&J21"D3M &1E,!=3S[.*
*65X:4+; .*:X(13^@+. MT X!6I76<D'>@.Q5!YV+)",K2>O2ILU"S_)F3Z S&_[D,$'P5RJ\GE'5I*
*M\FN27Z/6=0QLD>Z48JI8J^;)A"_*8^ )!=1UX*?I&6H=',X7JOI]*3AZ^K!"3MN@;MDC1CMB,9>)$ MA]*19'";%6.;*
*[A^R;SZ30D#Q!;6UXO7(U!KZG12.[Q+AG(HP>CF2OB]G@CX8 M\2'.WX J.>UW34H-M M$?^RIA3T*Q,M]?*
*^!OZN\E#WI9 LZ>D\1P[>P7IT5A;\:(F_7]5^RCO0>E50/ MULS=_GS7S?&.U(Q9RYBUC ?=U8>@:_0_D**Q9M5*
*[F!LU'33$3$9?<4!2WH M.(JQX+Q7'G(>7>?R9#M*Y# MYL-^.YZ?3UU7QMR(LQ?Q1_,B7I7866!2>1"+H9-*
*]K.!DTZQ8*GXE(!FA3/4+/ZC]]VZ5SUX7=-MRH'W=6FO: LD.EI-2 Y\3MLWVH-$8?.1B-H>*T>?L+3T)DY%4F''6!"JV9AD*
*M&+Y[(!YZ^V@&=A_+B<;]]BNRYBLP;3C#_O:)POI=PRFY>],'M7S:-*
*D;83YDQA7X'"6D!/A[P,33E[>:G@SNT\4S154T]TX[,Z"LJ8'V =3$HQ M#F-2M3/=_CWDT%ZNDNR>3(.;^\N#IM*
*MV*A]X4I[Q+1"X,IKZNDC.7S&+;CJ_"L$5^U4I2_WN M:<%+T9ZN[G]'K_XMSZK5K%GO@L3C4#1E$75"0":3H/#'=TS?*
*_=,_43?ZH_3?IG4S[;'S4D=:J-TX:>+["AO C," \IC9;LCLH3#8$;12FLL-0H MP]9"I:S^H)]H>^G8% WR1/=X$=%- 0@]4(K-*
*4185PW=4F_KH;NSBL_.!4T7.+R0KH*_Y=>P1?HCG/BC8K5#3(PP3=N"0K@D;3?H^>+3,9KI%A!3LKUG^_*
*M8/=3(,5F!HZ T%H@O#.9A!5]0NTU;_PF?AS(GI*]V7VT(GA9*JUCO%D\KSLD M;I4#3\8K>+>PU:721$-<*
*##4'A@UK44]>+C?_)S:BV:=_B8]M4M,YMG:+V!T M$('$2CTD#A2_#B7VY_UTZL!%KS!Y2U(_B)3W)UC#V7WDB:**
*M3ZD+I-0A W*/]%L5#%LX#M>U()0T]Q!L)!-C!E=-Q$(8^@0$>_TV)LLIQ6O. MR?R>LNV,K>*R+40K)B/?*
*%DV;/YE4M6T,YSL$V.?L.L9#'6/DQD=#Z-#^8-NJ8L90ML@5"LE?=JC1.6ZJ8^47M,$(>R2U/?'*
*MWZE>JS0%6(9M@0YR(8(UY(88[D\T$*B0I2-95?;U*>IZ*E67EL%!.:(C+5A7IZ&DT]*
*[DCZGU6Q.O=0O"^]HEK4292)T'T7%5^$8H6-I2BWDGZC\8C[U/L]DK:-\JRTV8>X6=URY[I7XK/2K^C\@# MG=1TN-*
*94=$Y4]8^D6+TE0^]L317JM.87MU@GCB5NV;#S8A=917E)116#)N]M MD[Z%J!MKV)$LF67\">@73996?R-^1-;8*
*,RV*+MYSB:VE9FTE2B=;DTR8&/D MDA(#P_7P)UAICA'9BFPT5HKL-F+(IG4]=G&C=-XH+L!*45#A@Y?-;IA=LAC@*
*M^155Q[_U 6+"T)\.LV7MHNHB!"6AY1[5^90*:U-011?J>U&NRY4U[A9";N*DA[&\"!GV?=>W=Y+_-*
*O"!WT'S?")P=IA6Y=MT?$ZV'X3 M6E=QRWGM-NKNH.]@_X0+@5]73';)V_0UHMJ]:75=C3OLNXM"9>\/+UZKIQ>*
*MG2FNJ4OIUNT!@/WEX9L EA*?CWDM/J3%>RN4A93OU,3V;JTAW)_(@ M-K?/RB$^_9O4WV##1-"2'^,=B*
*C,NPEK]HJ7L@/XF1@+\"H619AD:^1#>;CV3%QN M5)$?'?81=)XW?%*;1W#;V%L66%TM(2*
*@(H5;+>MQ'4U[A*U#,5!2=\$@Y29# M_[3DVA@4QPP'T((*!R*!-%*Q@SZT(1 N4>EXI4 M08KIB41"W)K@9('R#.-*
*_X"H^4TFAC1OBE;#]AIP'K8['G%P1[(T>; #SIK-I5UMB>>@ M/]UA=*V9"&V#"F%=GNZ MA/4$K([+8M,)4,A*
*<("2QJ6[;HE1[+AVHJ';2@V!*<;-67/WG.4RN;IN&\$" MH78*%-R7[];XQDGTAT?N 1G';/#@C1Y;8;,A?N MC""[2+3A:":*8G-*
*7G1"2!>KA@!&JAIE52D MIO!/@32[_F"IZD(5_W5*(26!,NC7DP@(4&V/2$W=0>^*P8? MKDBK##^G)-NL5$Z?*
*Z+6.QANV1*1?_>EGPWWVCCZGOOC=MHM?9UEX_W*29JU MXQP=67E!DZ6J'&BDX$(%6K9-*
*KG&=&VBSH#$#%++83)U"^^RPJL1]>;_BFW(0 M9'())B)0PR<;99 *FHU3G"J4)K)5XX J"]RC:LL0([A-77TQ\B)?*
*ODA")*R9 M=8B1#I.UUCUL;QE8O#E9@.NL\!BA0R?JCE+TM>)I#^"]ON&S\-^Y2=+!0&G] M.A*/',#\N:['H(8F /8QN*
*%%A1#<@O"BN0V]S,0UI\(J MT#Q3%8.U<1P=$IA@.%)04HXI)047=G4#CC4>;<[0-G/_)$(]!M!,0S>.7.N/ M5*
*K]\1:=&?)Y-">O$(ZHEII;G65@\XS1>-$2>2V4@/ $'8(Z-JL[.U!W$D#S M9'0T'7@4\C8 MUG::L8W*
*/.2,=;ECU70EJ(FV)ZG9(;+"?9[%0;L%2N1-?@W4IT7!N0J]H9^1]G=0+>;WP M$].AG(=5(!)(_L/SK#=W<2,)U&B !6P$?*
*J=&Y?%/(J"O/:G-B8B72QYBRF;2 M:;PL&K=V0$#9"U@B-=KW<=Z#OJG,R$)L2GS^*;C%9"UT7TU&:(@TR8UK5(X<*
*MJO8:'0T]B670M\M;[$Z&:F*A"B9LL MZ71 SYJ;%H-*
*;\.JL56L25%/R.X,BU[.OACX@=2;\/0&4V$C)U8"TO(,S%M*CI>88PCT4; MG&:')#.EOT5V$B.VKA]K"&!];:K6_U-*
*F!N!%,H&"LAM6.28>!52X,YZ)7(-& M%(LT6Z_XFDZ]&7W8\.EUUX'>@V%5$0 X1O"VLY.VO%R6O\GWI]G:*S8,'MP(*
*M;OX)3HJ<$E&/080D8897]^^79L XM70H!3N=HF'}\OL-C5FVK'#8;T26S[9A M\K9 Y7@NOMB1MEWC\2(-*
*LB57KMFG":G<3;%KLTQ:7UO:!5(H*T2I&=:Y KG6 M6:>8CA2+;SJ23DR@;$QO)-_CL5)/;*4^()25B"V*
*Q?/1,2D2%4$81B@SZ?CL M3-D-C7;*YNNF2^?/+ZY?G$Z&4-=ZWC29TKWEBU6W%='R8J!),$.:;.6US@F#*
*MZ^<\M=T3XN3H;^B;>+"=Q6+8-$/I-:@099=;.CEA^XZP6K5S&U':0N$*
*MG&0%Z*1#*N>?:D^#*%E)$F&8U,701WY5BA3C9J!E*;0_*F2A=+RN&?V(=V*N M@?*
*NL9<80YQ@'<9O<#N\&%4]V*\#YEJG44H62DF;I$U$J<\ORFW5.')09-%Z! M^DF;+P^:RVE[*MFGYH9^%=[ZK76.]*
*V+$>GXT520)Y<'KY-/0MVMP+8/V $! MXP4 S)QE..&,86)^!1*G$N4)\)$Y>EMR0@W.+F5!6U?<6<-":9U%-14D,>CW M-*
*1$ M-HG87IZ3C[PVKVQ4 J6R.)F2NQ=T/35>P47![=4<7%;Q^81C'D58#JT M\(%<@,'F V&2)ZCCM6I-6?QU&5?*
*+XG@ALJ+E#-8@(\WXDLO2"=8]^C&/2_XD MBR+AD($OONG4=>,KZYSJ+231!'I"L6MV#@U-X7_L!7ZCO@#=]/IN5IRH*
*M2L\+#/#!]\K9X@,\S&;1SG?ZE]3OYDSPWH0V_/[6+#QN1;64"24;E,^&J\XW M[TZ+=B,3?*
*4!QJB**YR*XY6&58%9GTV^U<5E3HOM0^>@)Z\?TUGJ,,@+7B-V@ MM^9NWUN A@]+SU!^^562<-*
*I*:I__VN)E]0IM((6LSNTN'*O%JR2I4Q5;T+0" MZP6U8<-2&A#GX88%RBXLCY%7I1RQG=*6WFZ:0GS6[^G5M/1K?*
*V6%B](K;@D> M(_3Z"A?YM)*R_DM6]HEW+-H,FTWJ65N+LYV59BMF!])M*!(F)-Z^*
*MASVS:"4EM>%&%L8+4)GJ#N&07-E5]2A[+FFZ9,BJ^8C+P)XHP!]8 YMZX X% M3D?[;WN@-=_=KY;N-2?$'H>@4R74-*
*)&2HX54DK[ M(L6T9<0?7BD=E%3@!EK5/M4U';&>#U)(2,D:I=)-)7MDO(IY*AIAWS>M2!\[*

MR&B+93HTZ3MZZ%:.^B\6^]"CQ^M4'H0:A1FH:X]L\(?#8_O.QT(""\4:>3KY-MLNEQ^B#-SK)D]
{+D.L,@ZBE&&I3_84DU)>L6:;1.OJ<"CMI[=[0AO'9<[W^2-M%=O0V:/:UC]" FUINBLR^+KW21]&V/",IAI:^SX,U+:F?
Z=!/#[T#EFM]5\0=?65-MP;6XR3C;UM\@-AQ\0+<2KV6&QOT9@.I. ;M<.8J.C]LFK/U6\,HR(QL7*P'A
M0:*V:IKD2@W\!2ON>."':.56K:"H#4>(N_W;ZG&^8C#_+R#%_!ETX#L+Y_7DP-MH\+JN&W6**,SU!"U,0F+^--
+A2;!,.D<26UX)WBJ\E ;S853"B/\YS?90%E-M$'.92"ZO:_8)UH*Z056SHZ#V?8]Q/-SBA$D/"&LPU4]!V*#&E+U9((/V@Y-&
MZLX9,.R$1G"')E<9K/))G#YYAPV%"QE/@?.=)J$=QISA.P9?WA5P3?.&U^Q?-M--+'JY#]%[H0TWSAI%+9^_
/SHN&NZ8DX3B0JR>OPL^]"*I_?8A!8D+,Y,-M$67VE),D:EK2)J,03F^X&2]JL/4&K'+V)A10G%-M.*F6?
LQF7([A\J;#2%B_AK4SF-S7--1=Y;'(KOK*N%6:K$=]5#9*S_J5-M=9KOQC^D6K1-EC*)N+MTFA<$RDIJ#?6R2]DUXM/
KAU-M!'08%[*V*^I:;H_PX?3\]O_5=|&*QL8MHH5#@IMV'4S#('9[-%9]T=!Q$0@_-M5\>-);
4M>VI+]*F,\$P:>_HM$NM30>P!]8R3!]Y-#V*@6K8BA^.Z^J)^L>'-MWR:
[CLK^_4T"H:#LNJ_10PM&B#S_&I^Z1=1OMF06#RC;BXUJXB;AT(><|=T@-M-T>DIA*1FFAL6X9--S?
VVUKX5:=P?),.;X5&?M0-#K\T4KWQWN^9!3*GILVI-M:3^&-'N:?%@>:H+-5-
"X>,KQ[M7R]$YO&D\AF[:2JZ3AZW$984==]-M,"?E^Z7,C*;++;*:A63W9&7=O\.M/AJ-%F:M<(++)2@8>6/%
X(>5UM6,PZHA&TY&/PN57;U]>BOY99/?C8+A!-MUTM1WB7TCN&IJ4Z=4N?N2KNC?MPA+S&46=0=_2:D
Y0T"S#O+T^X)%B.=8G"-M%QMR,9.<%$_Z4SA4Z_%#BGVBG1PQ3-ZD#,%0I-DN4-6&'Q_P1X(_EO@CPQ\K
M_(&50$D,-5ZET-R9>W2LHY3"6MD-KXO67(^HJ7_TH\$T+.HVR0#0HIUFZ]:1'"K4J,IZC/>:CV1F@-TP-M-
;#3X#>IV(*RI[?$X#(A-Q!I)$I&X)-H_:HF808D?UWC5D@-*.]/5X;@'1N-MJE:?-HO#G9!ZCIMB)G:H:YYF^12(?E.#G-,
[%B>4I4'+[$S>:S-G%O4D%J:4-M=%"[TLC1?!=QZ+*K6TBT+2-%'X1T%PINPK[WW^*ER)WBLHRV9+7LPZ.PKC
M/+"03'BQ^1O5=T+IHS71^-ZVII&TU8U/!."BH-M%:8?#8@YZCHV\,AQ78)/PKZG\(K\OP*E?2#K:UXU?:HD,.JA
CA0KAVANW89-MJ=^47Q;*L6$,>Z64]PMAUP:8F\K%J:M2)%)0.M:B,\2R_\R9!7;'-I=41CP=
M'BCE@%21TPH8%%$W)A=*.E-(M\CG!96W-MS=V=Y_=^,>&]@.WO7KFB63%MV&(Z%(@2M)T!3?F=S?
A7/.)S1HG'C\6I4@1\^RL)X4BRXJ(LTD_G>%>3GDM,9<'Y[?,?@@-MS*I<-(W7-R^DA&[2]RF=@J=
F&7;_Q+N6RA+K.7(\KA:8GD4!6ANY(3"G-*@-MN7QZC$E!=RCB\4RW.?NBV[;WM$V01_"*O-O*Z*B[$A+H9;=V6$*=Z?
\>6-:]-M>24EK,/YTR5-6"-I[N;>_\OT&N*,*X;WP\G[+9CH&:#L=HMM&IFC21"G"0#2'F$:_%\#+!8%-M*.E^O^>E+F)
M[V2K(S&.<"$3M5:%R/BF]DDXL
EX>CS%$>^;D[3G).TO).4(%#6NL5T>XK:0M=4283=R@C%.+%.,.D7CM*OP7&G@*T[Y4.14A!,
MH(12(*F>N(P386G7RY/Y0EPT9]#4WOS+,.O,/=F:PFK,"_)1="P:-MBPILBM1H([%@42ACA-AC-M95]BQM(510.S.IY+?
%DC#+M#,59"P7"=(1Q2^PRHYS]."BD;790^1G[\,2E>-MHC*ZJWR1-M6V+H.M:ZQM@.Q*6Q24-H@69M%,)]
U2SRU!V21[@#7-&\!Y#R8-MD"V^V]#->C4/Z_IGZ!V+P&#+EHG]/%C"!7TUE0)L?:V-M<:U+X
G0=NEKL9T4)6"ZT%JC1@!-F'&!&%0C4H(0NH$-FP0$_*Z:?KJM0QJX-M$09Q?
93XR&"'A*L"D"SP*4M>NYW0G4^[L7+4Y:MZ,303;'"?*',HFC*'-5NT-MBZE)O(Y-MRBEQL-EVQ!8-.66"C-R7^-
+^WS&8RW_;.&V-9=]>R;;!$8.--B4GOH^.UI9&5H>0D?#2-M*,Z7/3+=+@W6A6U-T]1:8DC%H
83M^+]HQ2M'#4:A(]EL6-M(HUG*&6D)5+*!GPQ&\-I,?C,G##1YV"77>>B,S(-M-1]A+>)[HQFSGE^R%NM-L!TEJAP?
V2_O>@ELG3-L1D?"1;E(BTI,H#S+\E66-M-T]O-R9B4#P4R7O%U#-8-,B"JKP5HPQQ'B9%-61/)FK$$^-9L6W&Q\HV%#T'
MAGURD2JG4O?L^B=J"=8C:BDD-M%SD25Q7G9-AC+FCIX&E[4MLJ4,>+A-M5,58RD[Y6-F0QU
FW(^]AS!&]QLE5J!LPSX3#:B*3,3EZ@R(=FV-?=QL=5+A-MB@DG$B@]-
A="@RP_>+1PRM[V?;6B#5.5EXWR^9#KMWD,3X%F-UX;Z?^]PAO1-MJ"L3(E2$$LL2M#5Q34IT6+??
R3%Q9!GW!=-1/7-B,WB.413E',E#]-ZC'CV8-M+EZPN^PCU2_-KQ&)7P1YG9TMJ/XFYWPX=:_S]A-%.45$]G;),!G/A9T8()
[`-%<-M#Y"@N8A1K(O[857QIL4>S?;>1GM/[G5=OTN]SPFOZO]E[UV;VS:R=>&_@CIS
M]KQB%:R29#M.]E2=*EFVLS5CQQ()F:G]L0DT*<0@P.-BF?/KWW7K&P!2LN,8-M<((/,[%(L-%HK%Z]KL]CC[^.C55VS
/R70)C%E\6?2I".$=@QHC-5-DM[>PZ-MNA"5,9D@#&Q46:+Z3FV=%K/EOT)X&Z1.HM.34UM]'^8P9ZB-T67LO:-
(R4%',0\Y0G$T3,!N?-W584RC%*F[$@DYR1\]J&(Q,!-ME),-IE6"A+-71H'FBC9&'!88!C/>5EB4)(8\\&P?5AT=-^6C#
M])D.OF'_C0)0%PXNT/'G"\(F2\V02+]A<%2K.4,X9P@_FV$0;KXAE\,Z>,)Q-M!>Y4N2Z(&375*N>(]/-FD8-5H>=[/%W[
[&A&\=G9E89)4@76W2SQ1_C\!P^-MH>X3V=$.I[$/;@S1D*Z=3'INS/48E=
[76,042V:,]=8='!D@)4X=N3Q0.'7"_\^6[4%O561-M9-H^VG>/3NT8:-=$F#."0Q\'6U)4H&\LK'HTP.4
MZ(3['QP1[P5:PT<|_-(U6+18WM'<=)%'%[:0-@9)]."%;2!+T]"S:P$/=U-NI
M[LMRBLW"EW8&W(_K;%;U28HLGW0+L2D_A!%0LN%U4@\^A)CJ4.JQTA-M#PRQ1.R$]H4L"]E"0Y<940JIV"N-#I"?
MY\(K>+770NEI$:HYK:(OK$T:[H-M4)K.X>DS]A_;NTS@RH]0G(J(SE(Q(AKYW%J=F0U[O((BT^T#VZ?X[+R*FPZ
MWX/\];TAY<#*,E^*:IWG7)5.ZCU<2F)0PI3FNWEM4)N>'-M7V)A94>AJ%>IN'4D]'0G>C=4\&9FU-
:6A93K=Z1G&=UNZ\;_V"I$-M3BYW?Y-MG3">2.XX3NJWO-"L&1B4YCTU5@,7FMHLZI/#3<,^-8H42?CONL?
EG=O)N!1#-M;$VXW4[I'Q-M>!*M6IACAP#V]SEISGXC(=:H<:OH"!0-'BX6UXP4BC*,KN%:
M0#O,/VJ&SQ(/.^V_%J8"N5.WW>6/I4+4@HN,4)"04ZIS\T,*>K;E1K#ELGJ)-MNHK>Q:6GVZ?H[11>"O?
A_L@+T9#ZHTY:8U)(LFB"=KH%/2_FT.SM345#-M@%VJ?J]C]]/4-(C+!!;D_TYA*1R(1*[NP$P27S?9W9<(F??0""+S\OS]%
(3F-M-2'W/J+-ZE_?[2,R,T.;%Y>1Z]RL-1HXSLI72;3P08EC40T]7NI)T$-M86/,'+E9-9/8C!B!5?-H(2SSK+Z1>C;L?X!G?
*,W2^)Q;8L&O&*;8N_$K^H6-M9%"*]KC+'7]\I:EBBVQ64\H?"U,7U@$VV)[0N_'!^RHO04Z]!.ZA!FC!:-T&
MHVF5\,3NX.G-6_0'^]19S=5O<_7;9^[:.H!-OU^H>6>C!"^'A)OI^H(=&H2P-M_*WJN@MI4WW*$?*E4/]FBV3H:
D5S73.%_^_:<-3K*T5BQ^^;-$:-1D&&Q?U-M[&6BD1HNCEYG.KD!9[)N=%9PD/BGLH+J/9LM7UNVAD[E:4F8=(&K,.
[@^DHE-M-B\ML?!6*X:$)'5V[X]7^XP;#_V:ZO1UKM=:+PS"-2-_UYFPPYC&WQB%4Y,]J0K//#DQ]4=>_"/=0?
N/DSB@>%/">1H@PW>_#CN-M6Y,KQ+0B)90O7%6YJ[-K-6K/GK#YV5"?@2>61S#?$B!M\2O7N")G'%/X-4<
MFYMEIN2&B:>O'D8R97-5?O:S9Q9*B!/]TK.@AU;CW]>6]]A9+-;J0@*O_IB+-M@TM,US_DCO"#WE+
[)0_H^V95TFXPKYC-2MX1&BK^-'Q$](2S>LMMD:M!+NJ@-MS&,A+T-OAIZAN[A@3!;U2E?[%A<]Z7O$:O]2]A:@AQ[Y
'G8QZ-8,GHSW(2*-M_GEIGG\U^/P/W2;?]ERV!FI@%;T,9*_$A[-[!MG%]\PQ%MU*O\:(B!-@2*$-MP;&|
3L'&W\LBE8X']CO?_W+DV=_H]MLX:Q?:\M5)Z+;H:D;V$3W[0-+MZS-MS[J+**]M+7]CD$<:^B'R^F3=7F7>#G%_2=':
MP<*_-1*+VPAC-Z&)GF&I.V(JC9-ME1;\G(WZ!>\-!PN<[^YK9%,MD%$UCL#/9>0W35WDNKC-JM*@^'@^AD.03Q'.
MGHAQ"&)0UG9%?#TR2GB+H5',KW$1;[.TI7H38IG,<_;@SW\]?OSVD#.(7T#ME]Z:KWM)
.PXS[*\0Q>4>VT:5E"PQ661$/-M,;G1(:(#G4KGU^_?1"^CTZ=GSQZ=G$14SZ>JE#LW@R^?NB]C5+W!X>
;7>G;8]PQR7%T-M!@_VZ/$SZNRQI8G+7>>2)X^>GBX6W&?14%%C4-P:7OSLT=/O2"O;#0*;"S=A
M67'_PC97@E^X1K1,4/$+JN?OU/!382]UF4BQ9*+RQ#XOK$^@"G]Z>TG/O5<_M'E(:/0-
]H(M@WX_9\ALOP'6H]MZ\]U$#MP+7Z-:V=.]5%/T:&[>6VK05.6SB-MX)53TPU'ZG9F+_B1.>/,#:XFD+"?.JT<-
IBUYF%">8V'=A7+@*/FPH3IBL"-M1R;.BYHYF[@)#G]]X:?WWY>$G(E@FT;PND()DAH/.;L#<)$NVCWH+CZ4_MT&
MB2@1T6V"\ESEAX4=7-3HDYSF.9DV9CC^7!"/IQ.)IP(YV^+,96D!<(S_;<+?
M4BD\B.0K0FQ';SM=>+C(DI+V@Q@J*A0;JUOZ-?D1D1;_-E-X3!12=-M-VWAV=*H3FYT3AL3?
#2UT^G7$/,YW=27[Q^K$F7B-:K'ZB:|*.(FUM_C=9W3$,P\?W@<^'
M0@U!SJV39D,O%%N\,T.>Z]G$E2[T'?;';/G!]4?.J=5THE&S'JZ:#54@'+E<-M2D?9V=-HIQ6CO5-
_N#TM.VG]DFD[FH#OH+XI*X*]A#G%G87I+F#PGMVAVTTC-M$!(H>,?<-*B0ANQ@4)T8KUU:GY7.$LD=^B'RIPAZ-
WQD-E(6LY(FQ27&3KV&-MUYHVX*)$F,RA,-JOI-L)8,2][(3*T]|MV<-M_*V!W*['?!)IV=EPY%],\\[S#0!S:=U:4(
MH0.@79GA>5:V2Y&S"6T#],2-$TNL?*"/OA[KE\U6B&-MH"#>DKZV:5)1AH1+0_=U^M,N<5OK0$F[=^0E*5:+*
(%OJ]P#WL?Q*@[9&19-M%E$IM/<"='+R2-B[PUU$6Z@><+BD$56O2PHW]Y5I6ZU40D)"YU+.&!\FX(BB

MDF38<[=CS3@80NT<.4-.8K=D.Z"PZ+ ].:;/+JT3!T/OF{()%M*:8(R[3#). M%!BU.Z=8X31&<5-\?
VF3HYW!"=A//Q3E78%']K}1_K':(_KN MY,0O=+JG=&EOK10'33"C"\=,353UL1=#,10AT: 3$0^ Q.R/N@<"02RI)
M_/N_>KEA>PI_M9*N=*@\X8]8F?!UB@><& \MT+Z7[}*'OW&M]M] X :"0[#[ M6.
&,I)N:\TO8S'*T20&FS/]>J4U]\VDC_GD(3>%Y1X=@^:SQ##P($RE5=PI MO)J3HYTN=Z11G/Q$M-
235#H5=)6R0^_Y9(14"Y9(,YX[+YO73 M'(FNZEG'GZM_3*=,YW:_8:,OQ$PPVA2-89WGL:O0# "[I21TN+3%*ECTQQ 6
M29MJLZ(/D$01*M/]'"Y_7O"&YUT1. +[3F8YU]MN59KKM7Z\|5J M]9R[N4:+:[1^YQJ-3RS#F"LPIEZ!\3G%%TS!2?
NJ@QIRH(22'R*O&6R!^GZ' M964N0A@C6!:HFHM<99M)H*:YEGTQLOAH&QK); ^%^^FU^8.S)K2!BK*@A$1&!RH2
MWF5E+B>\<-\8UO&P20MN61 7--D9V&N!N'"*6S$O\B_T$.0$Y#EJ PDF(?H,Y
M^7RT8)68YGI#V2ZNQ0>P,A=")2A,W[6S:J3;'GQ(,R@,U'*VD-8$IFP?&8=$ M3R?U1H[OM;P\ M&>)WCJL^R*:,<=@5Y?
4LCW-,N9BBW:+ ;7!BL5UX^@C[9W+O8$[L29VJ#?8V
MQJP_T;@0.0%)+,#03G@5D[)N'"T9:71C2GB!0%IF\:SXI2VXY[YB G:V)W A MZ5C_'_4?L-
'*MH[>B&',U,X25:)KS+O#P7B_@ >-.+=8S\"?84E;"SLDNM$J M1X!O]DP]4V36SZ/K9Y#WB6GG-3!0P7*!(T;G&3@^R)
[^Y"SZ^?CZ M^.(XPK?_[&_1LR^>&[[MU^HA%@Z/!&XN,.
MS_G)X[/.*)572&^J6\/QG&"ATY5(%L2KXJG:G.GER\T&KLI!3NE @*NLV4!' M-
"Q.8ZIEN'W7RO.VRJ1>2XQB3[I1.@.&J;X58#)9U\((@=:^^XK!@+WXK@G5RT>B%A V_8.U4A$44LE7[.=N*X
MO8F)6[P&S[9R+!EDUGA#VUJM+S_GNQO-/ZO(\H;=U[#UAE8KW=.$OF%O8G$@ M>;5$^8VVY$=XBF+-I-
Z&Z/J+SY*!=F1=I4ZN,@O\^2O* 2N<;.U@*TQ45*:R M<'J.OYGS>G->[S,5U"&9MV$ODXR[Q^!#1UA&BPTD(VX$1,3S-
I+4]2[?_V 1[R@"MSGBKD[S]V"P6ZA8G+W-_W"BT.7B],>,N7-+]L)3J3:Q M18 X\EQ3-LXA?G5Y?
3Z9HYNMX,TV+W<:'83&U))?%D0%?&T.I',N/CK]X=D3 MY:K3,%9(C3-:-*Y)Y_')HY3IH;"Z MW> +U((\N!CH),!
[I96Z8^8698^'5?=9)7S&4_$RC9WG^,Y[CA2V'C7N;/$W MV+_BN.7@.+NCG*
LFL<'%&G>S]6#%N[D%,EMSA;NME3F2#E)&YLUR?#:-G\0 MN94F1CINHO-
7(NATMT]VA@A@YBX#30MP"C.)A^9BE_U+*1:ZBQI_R"X%QWF 0U"P:O: !R+C.
[+!CXN'SXP6A3#R/>/FO_>)JND;DG+:5 M0R@$\"1[9ZN#V7JXN*L@1(]W,#T51AX'AS5AHW?/?
[RP$&;N%M@T@;7O]ZX& MW""#Y5-@]!0@TU[QO1_.ECZH@6F4\M^VH-XA$C=S\ZR.N)U-N$4?GUBP#YHC
M+# ^&7/9Q6CTY/<.F4YGTI4FN7*%N: 67H>Q(\N,3\QO9+I0-E2"1]9(4ZPR[ M()AQVK2;:-5R9M141'1 QISOP^J)HCR&
[I'VWH;,0:^,@++SCA?32XURCT0] MO!V?G+E',&Y=*'6Q645XMA+,3M.YH]CRY98IDTLS[(X'Q$E&RS;&_<+!NGND
MJS1^P)\].3L-UEP6[<;OZ-*)SK;-@_>F:6#B.75_/C![JRT>.'1LXFLFA1X^ M\[^='G)!49*;P$@W6?
V!"66UH=X,:5$Q+P1>+8G/D6P+DD!AO8&;AXM\]N2I M7=E%S/G LEK#U?_A.3QPE%-
_%*Y=E\,IP8Q8HG)++PN>55L_;-S'9Y^Z/;VG M$4$QE6H#[^'A>CJ6C M><-2O<4]DC6T=6S1?!?-CN;E/4KD/06O"-
;O_6)KW@U98 M9UY_^*S7?/*IK]D92C/HQ'@>!\GG9#R.;BM/2#=L\SP3V-"EM^?/::/&D MK+:EL7C-KYI*I9HL"U-
"@:',3B0'K$3Y+;@+L@DCF3!C2,Z=/#FZJ&<3BJ^X7>+F%QC3;.^Z[G<*NZ5+B
M*0:0D<95AG>=9LVEQ5$[/3Y%%W;,U1R#TVG>6?MW5O3"M!+L!!)IWF]?=K^E M\WZ;]YO;;Y>;K2*7X"
('B9XWVKS1YHW\VNVRT*]VT5>&=;_->F_?:O->^Q%Z[ M_G'>2U]D+YT=?W=T\P??
2G,!VC=3@#;K.%_'(;A0D<[N*SM9L/A"VXJUR)R MA645YRFNT[S+YETV[](OM\O^\>XR>J,1"&\.,JW762UH%]?)C4[;?
$(,%E1O=GBRT;9=YEE]-MX]K)7R.=A&#TGPOD-94+EA9E(S'X[K1E%W/GR!3KN&ZEKO<%H_A/1RH]"&*J
MA]XCK)%G8,%N(\,]LUZM?L=9GYX9X_!(GF87&GS?G&)O3(+BY6L )[,\Q5V1$H^___#_+:18@ MEP?XHY]>?X^E]U>
M:3IPEQK[-1<$]8HH'MC?)%N["Z';900ZX@'OIP04*!,"_?KG99?YS[:&&88I M@0"#12] M4AG!:.\R\[R)G$M/_(G*]+6!7X?
6'$BSMJ'M,XKW>%.ZKV>'JSY M(49[$8'H" O^N2$/%6;A7K9K-23;:A_X1$)@O0N2*#2?]ZU3"W!%G7ANS/QAV&?
^9+0CX'\ZH MFVQ)7 MA_+T&2D$"]AOYD&L6(-6S(7D7G^9X!$A^V_M0Q_?,SGJ$;%=L9W]>81#]O>[ MO/RRALT
SVND;/=2%$S=Z*3Y$Y+K_*7I(V_?L:O?3&!%@\Y*YH2V* M.WI?/$-F%V-VJOU+[.ES6B$#.M@0?G%*VX5P,(27JH-??^@-
Q0X6?G!6PV_U MM^F1CBH=?*7AMC[}3=NZMX?//FT/A_ODR^SF<.N2EOZ/#XX_+(=(_[OW?!N"
MT.8VY&%A^9R3AZ8;*O\[_:_BR2SX'.V73QXR.Z]$8%F>^,P4G%9$*(Y$EH2 M2G'?
E&?:1;=+Z<&]C$#8W/G%)+]L8@4X&:T^YYA%T:LR9*XV(<@?CA_3B]DT M%(J =73@R!3>7A0-
90L2KFPCX,"SBJ+\2G[R/:[#[,*.X<+>]6WT MUC)33L"//01?1]'-=TI(/??=V8.I;LD^K9IE"M:8&=BPEQN!3'P2SLQCCB3E
MX^Y"ND#Z?-WQ.W"=UYB_QJOL&1M<@[3:Z&H1:TO"P*BD[3J/88*UN=^$OK;W MMRY?QIV/Y&6",B14:P/T@5-
!)K@RQ=^_%)@ZA@SBT1$WT\>C%#A*U^SL?OZJ M11C7.GI?*7*X\)NLKLU^X *SA%IPWT/"/;PQ//)8/??
LG@2$K<$]SNPSPZL-$,)8J/^4J2+ZCG MS$_%R99 $SU8[?@JQWZ/*L8H!<[J(!]P((EJ3_/0IR'VP))L^(U*88_AFT?H
M=OQ$$D8&2=Y56WW0>GM'K%1U2[2_'B*E-,/XRMYQ] ZT M5#+\^-;^6Q=HMP/RZI"!$Y_D0-
ET;\!4%#X4@*=ZLUH0;3\];DA6+$"D%V'4P MCBAKXN\@U2?<%S#C'=N5AK'('3"#BVRC8UU2&KBN]L"OZ,?
>^Z\$66)0ZYOU M9-T8\#T=C)TA,1D!*)4]=MXYN3"F9?9>?=23*/KHY?T MT-N5!OV9B5O>(7G&JV]T3E$?
>.HVL1$$Y:BP@T$\?+JAV\-L:Q,9*32#/X!^ M/;HI[S1"/\&V*(6[?!'#G521W" \)XW%UB-1OM\(0&EMO@D)X&THR=Q]B
O* M/3CK4(D26 )<4OKJKC;FXXTBQ9H1A0@ZVUM'L%MQCK ?8T6+&,'D\:NF#G2G M9D2KM_QCQW/+\=9?6M"#:
<;^* /8F. (/*VU/[=ESAA!&$) ]KK: T]?=,-@ MDO@P),1%(?ZNK)^-1?8BQ>89$"L^6@D&/PE&F:>#8L:D7S5*B%&>,!FC
I$4 MK?4/1!I_P*'P5\S'H55\]I3,I9PQR%80 "VZS BN@$)B;@SO:I !K;CX$R)X M9C2KZ4-_ K:2(YR"#Y;8F8ZR'?
66$J9#HCQT[O'QZ/H5COD%_J%1HQ_I.!U: VFG0KVH]2M5=VQQT:!FPT7I=T<%TL:B3/?9!P
MS^K#GF='KMPE:C_Z"':TE])5ZH=\'*@P6_%?G[R_.9Y-F%)-&D*\OX%P&
M,3HWYO84K)MN22OQ4K&)CDZ0T<:UQB!^],__>7GU\OS:)#&-S6R?:);O,>7K M-9._X6MA49N"@+EBSMQ-
+^&=P.1HG'EI&\O0Z*S#O5N'?E-K\J.1SLNK"3WU M"M]F,?R:8M@PLY.SV*8C?WA<$@X,;0X[0=%]JF% >5M5P:$-
\$C^B/@'\\:;,P-=*5ORYP",.AZ M3RSTUID9&E.FWJ.6FZ X65/ 37"V!/X(0E=/I(CC6SKY M26I'/?K76)L];YHQ-
\VT,'B,IF:V8),%"V--B'..&GJCL!J*:PD,YR8GZLZ% M!Z2B.&"XSKNL71GZOB \5^;FS*-$A!&6*PJH^MR+(
C,B<88945<.AS5;*EX]M-2\6>U;!]^%O; M$>P>ARVPI&SS%,VH0J_+)I-2&S*DJLW_5S_*=;&&45=@,IGG-7NGJ%7";,)8
MN)*H^@9-L>8.O6QD;LQSKL_+7@<#7%^_3PZO[Z8C&)@HYPKJ%#4KH43L49V
MHFQE2_S9PWAE=]3@3YZ7\)_YY!E%KMY?3(C16JRQ.CI]\NP4)*=8*E5I%
<5NX>=AA'M^!F^A77EI#W%D\15(6J(N<4U2M2A6T4 M]?
EA;R(5@)>%KA#J/ZQ/XE(DO"O3SU)AZXIZ9();__U],+6IHK0CV1IT.%6I M$A"/$+CMWCHR7$DXM8Y.#U.ESKMOC-
WWXG)B&OV55,F]T!2# %D!\X B(!>. M5V^6E3%D1=[,*Z(%1J3BR4A.;#ONF'4=VXU7>9LTK:*#WI8L([4B7@/7%NTF
MTK^VTI%"-;+(WBZTZ63>"X6[H02GVV,5%&AKM=9&F^&8-17U4TL.7&.%>$5+ MY1FO4D;K<4CZ,G^E83%N=72]
V]F0V>*P\U;\8'!LSRB*ON5^R"KZ5A0T7.A MEXQ>8+355)H/M]3XURY,&79W,ABFQ(GB>_O?
LOH01_Z];4'EYG79F2ZA'L#D MK,W?G1Y%7L/5_+4MS5N4'>0N> MGV:+V\"A8:;: X,?8_>6OVIN<]CF-.ZYL!AKW(-
_9SPQ8B6G0OG_P D>[QO, MMLFG>/B:IA3\R?'L#HVB#+44,DU&"8+HE+6.$G#]$31BI5TAYY+I:XW3CEO3 MYD)
<>N7?X,'7T2M5K/-RJMI>GIZ79HV=;P MV'0HV]]1:O6%P KA>KL+G,Z]\ M9/B^V'9PVS KN\SA-7Z.;6#
(H9]TAP61)50+!BK:VTH//PSZVP-8/$6MN^PY M=^=@QR?W7GVTZ&US;FR;_I)-3$RO!2N.^& M ?
O\HDS!3^K]TH(!>$@7< 8D"#3J IA^?VRWU2UZ+Y;RD1?J/H&MIAA(B#;:: 6FLJ"=+6I(TY0ST[!&&<%&+63.1[V0/YS
M26"+5L^6OG1PZT<$ T:)E46DB[5:LZQMU <02L+&26Z(5"..#&2+@0B\0S"N
MK+C5M:08*>H(QP$64>2EDG]].H/'5I5#T@Y@%;B; >0Z*Q ,60#4T?-%F"S$ M0Z2M.,OV2+)=1Z\P>_@6!
(>3DI,1]@$SQL@^BAVE7Z7CTIT[ZN(]7F1#&4$'Y;>0QF7 M@[_[C2N@-^H'6'U;S&K)JP>$2*ZT? H;'KMVN]T^*[+E:Y-
9]NA=QV+S8D@ MC5Y?GF2$DZQ*V@VZ6 G;J)VRRP 3>#XXQ]! %'3:,/_&.8F*RJ=S,V-:F6+6S<2_62+,_[=I.'INK M-
6GI%&&VP0L7A%E,UBSB^^%Q0P[/M;2.S[9("[;A@FI%'_61/$) 7H>%G]VGWSZ M4)N H$I@Q_#-I>0%SPYR,?

*[AU;M1'>CZIV,=E MQ<'#'^.3"YO:5]4RPTD:Q&V["E3#F%&[&(,\@D^>J[L_*
*M1]IA"N4IS\8O3\$I_%B5]6C6P;.O1PH[_/07)6E(S@_;].U'@W7X]E@+G'5 M@O?V:$DSTUA:AWQF#L'\US;C5*
*%915Q\YST1%=P58$^9D$&V(==!'"7*GEO^ M-PS';6\$;CW5MSHOMT;KAZ.X'RU\SHW^"< N0UF31|*
*(XYK:\W]T7F5,=%RU] M6M+M_)S!\]B*%()"Y2@*C(<1E"1#\['1!?I!_F,Z9EZO+I'7*BM6E>+1L2>+ M%I=M16HW1H8,F-*
*+.KR7OUN*!,[4NRQ01JIN;/T;,97BGW*=U_ZSJT_"NI!YU MRZCZM!.G1%)IIO;)=UXW/PJQ-^&P\ 9W@#:0PJYGT1!M.,;*
*(TAN!J3X,5;0C M'W(5J-=;G7![!]@W0$->9+:,^Y^C*CQ"]J?'9^."U0;(;\ZL6!U*
*MU[;2>"+;C(>_HGO;F/_42WF4(%/9>ZJXP;!L43JZ6S\(Z]K=7ZAF;ND>44U. M(9)ELQ,36*
*^PCR:P(L)@,Z5EF<*J*.$$X]H@BD:Z$B)SU*:&ZKS^ZU^>?O^W MR)F2RG#.[@(3#BQ!7:2@H&Q236"/F$;+!":-*
*E\=6JDM/#51E+*5[&5S$-*O@ M\GS':33S%_-EP_QA:0JL-13V,SR]*2"&W+[2.NT>,19^;GF:8B[KF\OZ/G=+*
*M67@6(Z*^@%*>"WTJ/Y2.A4P&\>B$;J5K%6*]IBO5E&J-FKM"@$0&8;W;%EXOUH\;$?91UGN*
*M6%D<99[;*65=#/+F0.+*P)V,_\Y ]Z,XJE7.J1BT(4$+U=3$K^4S[&*C61H8 M-A,G=W>M9 B\>W6;81Y{6V4"!;=REV-*
*/!UZE,0B42;\V37& OK*[ O#11GW0 MLEA?^ W@4A4^?^$#E5PH&.5=P7F6[MS56J%^CO*RAO=0*8]-\- ZN?B>O_9F*
*MC>F%^F\427_S'7/#&:B.4LHB7$:,-7E8Z?<)[P'O>BLWK;2WVH97+ZW471&E ML!9X8#'+*
*<)+!,W)-1)^+R4O;]$K&.>UR=/NPI_2>R!:/=5ZK<-';MROOBB^V MY;_>JS.,Q=:A$N'P+F&%I#<%:$F)[YCBRAM5;7*
*+V7/T#F%"O%M:T;A?X,!A M.:\E_EN@?C;0S'7<<<5WQ@X1HN2\+LGJH!];TX(3=<*"E>H<3MQJF%Y@=ABY*
*MF]RBF%$!F_=#6_KY<>;;)DUO%8O_QB!ZV_.6?P?]1]5I0@<]T8 Y296IV.* M$SJ$SG*H*\N)NC0%89;>UQ2UXJ',Z+*
*9GT&N>CM!7LW=@7=)+KNK[O&P/8=N.0.J=Y{WS?EQRSIWR(LWL"M)9A^ ME*@BG$%02[P4,:T# :WR<^^||?*
*#LX7P3Y]X0>;7*<#YRE/JU %COUW"'?R Y- MRJH"O^*6_H QN&H=OU!5DA4E&)N8&Z,O83"DSL:"!7HB^MB4,%Z\?*
*F<>RWT) MTY7O7[ZS'\ME( 4__,TY3F66QV#?8/V&;C=L[)@_4HSWZ]1[XMAV!:Q5^ >L M$YP3*1F$]:Z I<6J&OR"-*
*'\EV+:K'"^*(WXF&/M.T6'LDA/*M'BH:)IO,1T MKNB/V]Q6GG12G6:1^%TD%;B\$3V;/T>X;JWI-AOX!*
*XU<%))+FA)$H]\=I6K MS88$V7O="'F&4Z@I R)25*DT*Q6_'D]2:41+9ULOP6HH:W- H\S))6 :LIAN MX#3GSRBILY*?*
*$IY6Q3X#++#_KP$F+K!&1=C;,]KW:69^P$MM+L*USW"%R.[9 MEODNN8&U9*KT:)EM;W2QRVF"R(',]$&K;-6PP5*
*3_ML&7^)GU8=.Y?3X=F<^ M@7/O$E3C$L0%@SF3.?#VMW18VA1JRD"E@%#9KL(!Z_AB8P8'!V5T9&HBTI8. M-,I?*
*=HY/^J&?2 VL?-Q(9D[PS:8L-/@I7'Z0=E1P=R3CI*4&=,DZP19E?RS(< M?.=Q-*
*Q:$+S)\\RZD@L>ZQNIIKDZ!RQUT%!W@9K+2 1*'I/3VYUP-V6^3\R,Q M 0C8-]14U)(GE% M8Y)Y>=V4R8 >**^ACQM8*
*M1#QT$X<4P1ON#GN^T/IM=MZ7'8T8*#E%1=(4@G=8\F%50S=\>O31QO]@;1EJ*
*M5D2TP/8M2U'&*+*PAH)T2V4JN8C>CNE4EB*7-N=0YHCC1F!@RXG6[%#59![KJD% NS*8SJK_0 MH<9P)6*#A6&X>*
*%4*2W4C4[7V@8D;;E:"#8-VO%#1YA\X]-PXPW@^Y(>(8X[*
*MBL9:"#1<%7^6[UV[VYPXG!.'GVMZ$NV38WMH!&Z;NL!;.@6*4G)"5EA#\&JS MR7[Q-&P@ZY@X\@Z*
*VL<6$86">"%K5]%:$MZ9.YP0IYO,"I-H,7 /Z.EOV<3Y MJ2SL9<'M;%;TS-Z:WA:C02&'2763"L1.;$2TZ*
*M*C0DW9]KEUMSZ:K^0UFSUE[EG4!\M,?&*DPDVVI/JV D'VC&OKKN'(QD9LCF M1;11^8X+_;6%Z!];F<*7,EI"&&%-*
*@I!:OYH2N/3RX(A@4ZZAB7U+ Q3?9%D?]I803,[IE%\Z!'G8>1QDH ?/SWD^K#A'KGESEVSMS[^L;*
*M=*'L@QZ:E=$OV2N-W\8 R]@4%E%;MGI&W1L7T_9<[=_4@M.8&$VCF8 M"0[]-'8:7=X;F8+==^?-*
*#&7@I])!.\^"G>'M6M[F:/K%LO'SQ*0DNJ8/WQ0W MAY$6"BBC*)+ZB%2*1R(IT:,[7U45)8UOC93FGJ<$%^$#5RG/U?*
**IJ8WLI^T MI2BS>0#O&J$HUJ8LC&U$PX,6?7_V]-'IR:.SI^#*P=[2%>S:#P6F\6'IX*KH M].D/;"[>56]Y3-1M'I*
*#:RKU!$+>FLSYUY'BT%C#00Z.^_5QRF!Z=O(,,TK]I%I;4^,?)5ML/J&*#$'-MBF"\.,*
*(&8TG+W7#MD%\>T@'=+7OP\MVVGA!S/F@D"H\$U#7.F$QUG539DKW7*
*M9B]+3I(K4&L\'"Q,'+VEF=#SSQ7NHVP<<;#?$;#59+8-957^= )A=47__[O: M@")*
*<&*Z(KM^^NJ)M&_.'PK1%"'IP/F%16.%0?>@P#W^']A4JE%BBM[Z3P4 . MZ%JU7L-*
*PY_=D]2L0(B*76HG[8/9\1\0<%17/F?!@V.J1>18M8Q?E1-=8X4.7 M? &QA"K\1RDE[$UH]QG>**
*(S%WR:6A%]1=$/I&7A>SG]D% M]2F^>.D[3W@D)X"P@P5N="5L8@];4,+JV589"\FR!I<'U7QXOX48FKI(#\[S*
*MP0/:X,&?;Z\O/VVO^\]2IB_C;4-[!/Z='OS*;/3.GD/A,7DED@@\VETXZAG*
*M73$S*OW]PPE>5#]T<_E\;5/B"#H[/ANW#7"Y^",["T,>+2(IK4M7^AX M)B5B4^M[]?S0_"DW%)*
*[]ODG^W/S+6Q7HQ+\)J"V?,#U*Y7GMF>AP#+O4%O' M0_?>QX$I0;%L@4<0N PFU^[!6&\(^% :AS,!3V4$%#^J,-*
*XV96BA%,,@) 3_M38X27O5__I]HLNC)\=E1LL#.A%&+Q&W82=VJ++>AYYIA&A)3R4H[[7Y;QY!H*
*M=RT=:P/]#KIKSJO->;5OVY'N\K!/QIV6#,O %'%?G_[P_7=DPZD-U;G/D9A1 M!,A@?D]&:H;I71R[UR[$+#-*
*M<"&4II1TL?,*]T=$2+^T8]%+M;I^4Q%>$]<< M;%S!*
*&NO)Y0#G"&B&L,0A64O?""&E51@F&/E#@LA\>S_LSC;$N[DG'>@>VD.D-B-A>5'RD*4\ M0@;B0OOTX118Q@)*
*(J;'SF<6YS5@RR+TZ E^6,1PO+UU1FE4"[**D[$H<6V1 M-?WAL$^Q*O!O-9='U4_Z$JU @W>A6:X./IRZUY$..72)*
*(3[HP:"S";9]W#! MY3!7HF=!D;Q%,[OQTWC>K]Q/,+WTDL-)RD_=6P?;JWM8L8@1EYV/Y2W8>=L\ M<^5E#*YZRW!*
*[TAHBA6AA0B#NI$591.T"6!O4NPJDH)6>1;P."P5,&;W+28I? M98-$(-68P.?R8S"_Y0_Q3&Z#K'JPHO/)->;)%?U(16$M-*
*M@+*A$*" K)UBT7J_0Y MZR;9#G]V_'@6_E&$7\1I.G(O$QJD-!),WJ9V?.1]N/C'T;/N*
*[;9X3MHU4:G5>5*M9Z$K#3#]LWE.W$J"7"B"!= M##+0K"NUO>%X9%8[H-[CKV 6ST:-)U&8C)V'"*'ENH*L*STQ'/-*
*:+]]A &8,< M2VA,"Z2LJ&.#-IA$YIL7&BUG:F,1^G4'\;/FD#E%\]#HEI@]HL]T[.\M1@$; M[E*
*E2YQK%TP($/%"9P+3,O0F^F&-,OL*,AY;X; MTV@L*06*,08LPP/53LYVY?X,XJOF]##3,3U@)(92HPFOVHHNNV?*
*B*X.)Q^U9 M)J#*!=,XK2 ^6@?5?MP#VU*+/)@],#N]&AJ6)RR_$4R+I,YMT_/CI^.>W"G MBY@;>^D?*1,SEM*
*MZ:#O+YVKI<#_=$BC0NP4>K]9]2FVY*QF1E(SN"G?PA&13*?FC$L02)K,.5]D*
*M[K/WNZTV]=.L24J:O\WKRX]JJU],>85S0:BANZ,S_MDB$G=9% H+-%Q'DP=" M>T[":AL%89"A*Y.DQX6(7!+?*
*W=*:3Y9KQ[:;>(/<"O3EA]#L,B[CP,#BPX1B($#FN0X MBEYUFA/"/#K:!=T#.204[W_=8()1,?*
*@85],Z!_UB$!2VS%,*\N\1,J:$[H/& M8NR=%!*!"AJ"&.JLX:&-YD;[X RR$?VZD',77GVCJG56')OA*
*MYV:!4:0KT\44A"NDHVX"8.$ Z];!OOELU(AQ;*QSH\'B2!?@72PK)25$DDT? ML,,]&H%-635KM2:J!IX,*
*(PL+)0=]2)VK+=Y!N10!XJ)R^R&>6!4SC6QS!*Q' M&C@-8]_LMJBYK>EG?QP+_8BCN.T0*
*1_B[>ASI3C_JDN4XKECCB+%+ =?C(D7 M;]UD[3]D@[:I_Y*"GE88A5A6N"X2@:YC7A/Q[U9X1+%G6I6;+J41>K!< LIS*
*ME8H(2M-L2$IB.9ZX2NK 5,A"P#9C9D.*(^H=K9E8(&#A0 *(AE-( T2W4FME MBH>*
*(=L1(JH/L[J(#^]2_)J7**2,'OID1Q6[)KZ W(OXL,,SXS ;FFCO+RVJ8*
*MJH3*2Q+/;58MN!X5B0_6AW!S(T'_6GNHRAB^61%R>-'Y/CA;&)N9 MD;KB*3MI@%;[T&X:*AJ(?GCT].0IU=@HE]MF?*
*8(MY\:8VK->BHGQV,X3.]( M@_XR"EO28CCZ$F[M-*M-YHX>EP.B'D:\]-+C\\-,B?G51$E]+XK;M_TF_<]X M3;-*
*E.,;97:I)G-VF>]KS,1@5@P% N=:VZA:QSB(SDLC80/=T9*<;UZ'*CY_* M1L@:#&=X;,I$]D3NY?M76IMK",%2V4(-&VXN?*
*48X4'AWU,=O@"KW\8X3-90' MA]W7TG%P?)154'C>T;M'G2-SN$+.$"+-Z=+1]@N][.EL%@,C$ 9AC:#+7BD/*
*ME/+.]4)SO="?;2,_4;^ -D:2.L?[_4X\QNEL;67G1 Z-I9CRMSJG<:_;99VE MF7 UXB<_%VBIESGR-*
*&)6R#0'L#M'>+K$1NF>_\BB@!^IV@(_<>YW72*RKD+' MHW/_!1QT!%?%0.2=,?$0A)^?GC$2;+W*
*EJZ*D9Y^K,J:#C0\>/G,?-ZF:]TX MN-QPL*QVD7;T/(2QAT[,LZ?')_]EU" ^(GJJM2O3"YCYD8<,U[+T0Q]^*X%X-*
*,G$)"OUFFVO#YJH:$^IQP7'^2;3MV3K16_Q*521[-A-85(^ON?W)__E M"+Q<8,5(@"TSSJH*W"!V[2V/$:Q'449YB3W-*
*X&KKWF0>(AFS_3>M8X/YI29S M> Q1V1^:OB7BZXFP$5MPIS+:^C;._OW))RO=@ROX6Q0QDP\S[UU%%Z]\#[".?*
*GI[^;!UL/%F M1H#'!;XK>_IM@X^#*.I% ^M%$+S[5S"5AF*?@.]AZF:B6.IX1HU:T1.=371E MTHP;19>C6K-(/-*
*WMHK'!=I9%/%ACJ4FR)^E7V<;'_0SNV0]L=U%'^1(/]FR= M&>A\U'?]U %3F)'>$-*
*K0%>7$\+NS)V(=>P0+0UIOO^4TFPH3-!7VDZ%/V4CH M0'5WD:\[V53V%\4E9&P-=B_L)NH-!7%&SEY"A!(-[:R*
*])F_UA^3 M&\P)*_E>?]15DM7XYR)VCLX-*!]=>#E.9M .Z9ZM2;-1"'I="^WUQGN)E7V) M85171756?*

**#JY#8H0P[3R6%XM[E"N5!:050*2#'+\J12^YYZ46Y-MH'.#VIAW#I^:U\"3;>; 3^T+0R8N+VAMPR# MLY=VY<8R_J) EKGIW\1*MOO6W7+G>/?"I@U"GOXR*[_H<7";D"T?"K54\%;$ M$@[/'PN59V# H?\,|^U2"X%V_QKZ?<:/\A0[- );&N!"17=X918,<5Y[;8H:"" OJ,MOHY MTP<:5NP7V.64<3'&19FWFV6F8ME_?655:1_."'9"PHZ5%)T?X;\Q2&/B,:F" MA5W@QGF/GM;Y]8OS?[)6$5)UZ\Y:V%DA6[_>U8W>4 LW&744?&HJ11$CN/%M MENNU(UC$E_:_9? 5!!G\I&D+P,/B1B\Z7')-E?8'LV.N":DT*,Y-PZ6HK54[_M!(RZ_@5HO'()3*!I2:]3K'CD-VMN3ZNZ!U$=QR% =;00*%$[VZPCJ398>^)# M3Y')2T+9?$ MDL2ZS5DC"F<(=;A4'K?(0*(5Z[ML H8HX-4'77!4A>P1SXPB;UAZ"(;&LMAP M O\3#PR&"I$+":5DWV]]VPQFM^W2X>1-#/;EA ;H'/LILDT'(%$=)/RB_\|$R[L%R!=8/=A$&ULH4 MSI>'@W5$IR?'I\ <@R$?97(0UJC"YHH.#):ENG.N)S3D M%^_8%VP"25JPUX-0 ;4//XY9 8'OD4:N/#Z, MW2[[-]PYWT5OJ8JT4S#*? 05XXS3Z^[^\;Q?SOAAG7[1YD^G--B]WB 6=3ZJU MR\>HB3;!3+GT:7]4"5)U#7^O3Z],@3RTN;WI8<&:9E3V["-/ M? J=5)6@TP:_]UE,Y2VKMX&@\PY^?A(IR4UN5N_^A4CB?#"P\S.(13D!*OV:[ M:X2M]Q," (F%$Z1UUZT]FWPU5='*8@IS(V+2]&]YK['E.;2M<"+>F]K:=!?$R MO/2>/C21=M-27$<&HZG"\ZJT7W "'#U80_QM\9,MLI5OTM$S]0RX#K$Y#1I: MC]Z/#9Q#XUBX[RGZ\A 1(D,QSKF!VIJIUGTR\7)X2$9(T-SJ+2Z]+4 A3$HL ME.>F?^1 AYF!):T]E&K*-=1\TQR,YB;LXG_8+=$DH!'2DFK9!2B F2/<6^C@ M.;@!8I/1ZUPATTSL98.$XRKJ[)S9=!A)? S716\MX?TEH&U-08B!;4UB=MY=3 M6 P/ZYXL!UN*+6#W1K6S'1#[Q>;4Q6(+18\&8 2E3]DV<.$GM%.SFLK+E@K^ MQ:<)UQCQ7>I%IWJ$$5H(7%-J%V!*K:ZIZCR[Y=8P*LNJP"Q"7T*B^X16']:8 M>VQ+H(P2K5- 2X'B+*"_K,,M*_GS5;@40I6Y9%9'/@UJ'2[.\,P!.HI8*A0L? MJT)0!Q=1Z"N!T?>(P [=\]DG(Z8O<^((NK"CYPJ*] Q $1(,P++7*V6=-NZ+ MJD5O!_G9%76!(U7\-"O'06+:<6OJ'>X/<1MM=8'V-;VP(_<2;<@'WZT""D-@ M*B!T%34[DGL @K%B?!86Q49]E#=M1:O7H8:]EE5]DVUC5PE QW9XF K?X4]O)EBXL,74 M 0X#/DQ:)V1+8(*R>G@U)A7"S_!J,1$8IC=,J-JE'RRM']K8W<7/J>B(F P) MR6J-H$6"3 /7QUS" 5N'_G!3=!K'SL'6^P] X71> BZ]L5C(^/&B)!Z5>AAXXZWK(RS46J"(-- )NS=M\SS;WRU%,;JO;2R5Z?<_J MLE+P_6?IF H;,S&@O-D2@$?G]X;DQ4+=/O8:VM;4GVQ/!MN4'+1I>7>=S=UQ M#+JR>/1"KQ2&H2R>Z81,/"]:%@>\1@:PEKJ.H]XC!$#*,WK"Z?L:M[R7V++ M[\EF3&;C]V Y5B[1&> [\/4\RQW['D:QJJB5J>X/ IE\O"(ZB<;)DTS7%]E*] MZP!B0%3@&:J=.,'6B5U5]DW!:L]JGUT$&UN1HQK1 M=F^SJBRDA1=;AS:%\60<_J3!8L58B,IRK!U 5TE9+ZF O4ZX'QGY7/3T(B@U M.#U@V6IZW@0,>'*Z+;WY+9QG<&^8^5(5'S":D.R8'*6MT;_)BJ$K N?#/C A M=CC1R"T./,>-8=:"C>"6*RMH[FZ!#5BIB0&X,@6,]U2:?:?;P]1%"VF,I.![ M2^Z-YV)V K7=;DW/53- 1(_HQO[IN:UQ6!*'S.KK1.IV!0*;O9%Q?A-.9X*+RH*4E/P=,+X>(D MND>-%\ "5QT(MDUA(79 #$SYTDTD2UY\=GXY+&;M'LA04 73 MP5GV6J8'XUR_7;5U1*45T6%J"^WVV9KD=0:?#O6=>,H&L\)MW)J!@L0"( 48XO M\ZYWE.*=(L$FH!%V_,%+E4N5%%<:8347E6,)CXH0#MLZ+D(H$-S/\R\B&('+,8KX(M=5([++-O&PZT(FK\<"(7,S,- UB03F M<[\BY'K^D,FV$@9HJ@] (#G8XDS&%R.:%$8:N?2S3JILRY@VW"[&B'A>++7C M%>V=KP?]8K,'\4#Z@$M47VE;64>QT96-H?HK>'>C&^8LJV@VM/;T;WAHJ4.( M"'&/ZL1H,9!)&C["E"G\,_9S(%2U7L*REBV].#B%N!L>$58+]S?+H;FY#"9Z M5=(77,GE-] )[31)^6T) TGE7UJV2 I*L031[.57(T\KYNFT3]=R.#F(F/A M"SSR^;85P"\Y <- .YKA)G76"39]']E>ZK, M#W+;ZRB5[RZ'1#4NAGPFY><-3DK? WE]F3-0AS+GP20B<9LV,[H.%,XXM?W#" M>+W=2NTY"SW.+ERM'CT7L_#Z!D7+L\TFLRG]4YDSIYZMV;'S]K$O^843G7-; MWD,):V%,Y)K6PJ,XMD8$,S&M# W39:,W_#8?GSS&'NHG"R(?@F&O]+K-V=:Z M?O0/LF+:?$U[SD$".L#:Z-SU;@;;\:YLL$?:S.LF1^5A4@3S#&UM- M;=W0%W!E6]>F">F\4/D.FXU@AJ\LXN*%Z;JD:ZXH4QC=.31__$=V#^^ =%/A@ET2$UUX-/GM7!,R.1L%-7UR\O?B^E,> <7 M436\F\+^?S@*W/@AJ=.SX[.3.0G^5864M/H%TG)4I,BF2![F8]*<7L+$/FGQS M[&]$<;+=;.^Q/&PRLC1,#G*EDVR;44B&IHNM5:5U1AA 65+D\(>$E@ALO/(;M]Y:ZN6."/SB&[9BV#_(7,%/J-.- KZ0ZVFA3N&H!6N$$1-IYZ";W^8S?TC;KE M]D?F@C+L>N!MNA,W2^XL7K%-)J(#KA MD*?\0!> ((D4&GK,=J8A0.HH])-*"UYSV\3H(P*$N\U0-F#[,9.A#Y!F?U5V M0GPSG.EX6F!:6Y]1Q[S]VU)LN6[49AM3DS]};-!EP/'!Z' #[DM&_C86B%8< M*4;/GZ&:.#!8@JPT)$&0&+8!"K])_0.!+LCGH2^ZZQXU+D6;9N3N[2[D)6O:% MB6=7>BTA=?(? O*%HAVX;;X/:--G>31J0^7048SRT$Z6'P@*S!8^MHV'E;[5I M7_7*?AX [?&_H:6;9 KUR?%WHV909^TVBG8S. K1]0V(_60TW+!QXP5R@BVV MKT?/5B#N9=ONQ8NZW>[J$'NP2:]$18FL3{G)F$F&3=)G=HFMSCK:&R->V.*, M,&BU_P&J, :[?XY#>>%-+5(YUD\T7F%O(48[ $E7J.BJ:D'C2UH3: M(%ZJDUS9\|$@V5)A9\Y$-PFB4U .DY&R8"*(;"8)3W? E"BY>]T)(+6,R(\U+ ML8AB)?FQ#**8!'G. M-Q;6>CIN77DZ6PHC[QE,9B!4V21@/,;-,V^>;V#S-%56-IC5F|*>X2#"> ^$. M-)!>UTVEBS4"..,GAD1P25'HVXP2_^<>?-C[LLQK4 4N)4>MZ>)5I|';)2+: M)L2)6I555F_P\=% .CLY.8V.WF<- V%&7EY=$<-DNCZ/7Q]%/Y7%T>O+LT=/O MHB,)CQ&5;:[NHK=)4V)5P=EW,0VQF&5Y'%GF*) -W4Y!HKNG@ VN$B0_"! < M ]-$>K.T5;:?'IXB[/N9JSOMIC/WT_,>+*6PA/A08L;N@"I'GNM"KK#& #[OH MPKG7%EG1LA"!PZR+Y$"JJ6G.X+M>WF9=#D8+ ^'Q';U6"VG+?-34D) MGJ.0/(=PB\PO_02*UQ81AA"9PZ.L>E>'*#'(J[TPP/I)KK(-_=H0&<-5,2P9 M\GQG"1;^JZK*'#OF3E7ZIFRIX86>#IX9WF3*6"NY6I95;(=!4/Z6 *GK2!"F MX<,- G<(J!LFXGB2J28N)G!MA*G$>M_8U? R=P"1OOAE L@NV +6*QQ%"BB3V 2FOA!KZZ/BLQ<#I:0S;&>Q0-T MT7=E]0%DSN"5(S81S%"9!B)F]Z'?.S!V+Z-[IL+6KT';Y6F3 T_K$4S8JG1I M8()O_U.2C8WY@HIK0!![27'KEP!7& [ZL*KB,(>4Q#Q )^T;+2T701%N+$M5R(.N0,AM;H)ML"4KI9N10T#) OK.9PX/ M*#UHC0;HD!U\O+P<*8:G#MZE_,%M10TFKRL#Y];5DB)MV1T^/ 4=O":8]4K= MEI:H:+!%%_4/BNI2[#=3M6/^#DF<[= MJQ:%!Y%3I ?2I<)66<$EV2*_$7[7<9A5@(1):B-L3_2587['(P1$MN+@K& M#6;>]/CB8]HL'C>$ =;D=@*O3J@68XBJ[QB/D!1*=ZEX+'R@?&?)%&14.'13 M1P6GL 6Q:\(^Q:? LU7V;;MZ\7V#S#KZ=Z6Q<)".WJ!_<*NZP M';O;S:!8QI;T-\KQD(ZM>4J_O\&>)3JY^?2GPG-7DF(J@7K(;@<0:/ MU!KV? *,K$Z._WQ#V$6X'B$)(,WD4(.BSZ%N=EUM36D%7.&O6D8J8AG?L/ZPL M@(E? I$N6XL+G@'$&W2JK$.%@M6)+H]*KMD;2E6!Q6!.$R\+F7M%YXY8L8*3K68*!,-%#&TQ84Z\3"TUG[4IR1,TS:V]] MSS(LK"=ER\(6HL #A@: Y&OLK@CU4P<:13%E%^K-#,_ P DORF+M!U8[%PT'7>=RQ'$VW73I MP\&N8>IPC=Y/S:UA'$4B-NZP#+O/BFXZN3-&2Q<: BG]^%<0I@Q<"B3 MGQ79IMT0M#LY7> _I@K#ZT'P.GIR>F8.2:H_P6K<*R8% T,@92-&D-+1P,YJ MIN8C^R0V,$9$(TYG9FSR$OL9P3&^9I:E- F;I_LNY1)M*%/RUW4MS/B=0_S ) MU*^]DY&;'N.^NGB@D L$!F_2,Y90RVJ&S[C9V!OCW"GKQG#S30UX M*72T&/C-0! <:/GHIDN6VYV'T08O,I+WV0"^",,V:L&T^,ODGGN8I8\# >C=W MY9AB.N)+@E?![4]_VN<_0\;5+='K%NV&$1H'*D? 8#/3WG>)=YWZ]?T4L2)/8 MPV0;<84H"JKH%;;Y2EX7SP]\#O\[;]!:D:#!T.LFQF E?T YT'.(F MZY.VE@V.0:I-? @\>Y9V!?]E'1@[^BGOP#LDBG$UUW3IZM&[!BT<'&T4#RS> M,IS:[[@DC[TRRAO87+RIV-NJ':EW201E/1+(.@C O,$(25-6B!QUI5.M-_3K M:PQY+NQ@<+)ZV1);B00I7FS5SBV+7*5P+MPP/6P),4A J7*H_\G%8VUNEGDU1 M:&R]4G3@PWK@(#DFZA]K=. 2KN@(JB@P03D?E*,1!XEKOEVM MLF0Z*H+W$\WI8+EY7B8,%]1$WYV<1- =@D=]$3WZ7QWAV?/KT(0&&?G:L*;?_M_>CQ\??X\UN$#4I4+I*)NXN##\W-J$&=Z^8XCDY/YI7[Y)5[!=Y"%4=OLJ+0 M:EOF62U_U&6CHJ=/GYP^[=1'8$4R4G*1344B;G7ZH)"STKU1\$%MF5WD7.ON M8-3^=Q66G!:&#* [K+9F>"^G!F,,=HRC>$@T*-3GH.T4EA%10RO+Q,'X1P:L[ MRGQ*C@U8)@Z5C(>SV' N5HR@V5G#,&@9I=>PCKC%BMULD.'C\,!P!%"]!@YM MF<)K-S0SAQS=-S07:?;GR/EF)".3%J8'3I7(Q :GQMT^U$":8L;\!G;I+2\| M: 6V #&VG3$_.GGF2PC"7,N8P9>?!+VX3-LG^HZLR]FD;0KFTE9(K M7R*<$? Q@R3CW%J=N-V9]W3H)XYO+L^Y?.,X@*"H$WT_GYDC4/!D16YT^030\ MDH7G(\PME*#.K,_6OGS 2S_TJD7% (Y(@]>@.3+(\3(<7LQ/%1XPO$];;,;.W MTN!!+CJ?:%.B)Z IO$Y+;J,7_OSQ<*HN%2?HT]XDZSTK23_T'DXHV;9MA=W: MM66S)=(2;:C!08A< M.QT\M2-AP05TDW84?/@^<2ATO%8J,_$>1CCNH9"'(1SV,_T;'\^^UCA'_K0( M(089QB0 R9#;H,/S7H=T=&1K@>^DS6*E=:>*4G%[R@*/VS5?;=MLEFV6"P"X M2F@KQ1'#=5$U,W8 ;#O8I]1R8GR]LK R/32_L"-*

*&)EE6AHALN?/#G8?B#G/) MX[=6\C@KJ=^JI/YY.07U] !_F$[J',_6WA$}B^-SX?N3L) MK>X*

*8Z(P7ITV';2&&=G9@\S/AZOGK%"TS,L4I_GRH^0KSA/+ UU9-L$ZH!(D M:Y8'H=Y-Y-]!4 E+)"^SA$?*

*ZE61H1Z{BITTRJ.E>[KAODUMZR>KXH/7V3H,M*

*M'S9JG*JCT^\7X(8>W2Z.+B\MML7PD_X1(F+#F_>^0WZTW3L5G3:Q=B@+@WCN M"$ E+%0[:"%&EVC4QT>_V@<90-*

*EZ9RCI&$94K(QQ8ZQ$50AQ)87B4?]T9BP/2GLJB&'F6& M,?*

*NZTC3S=GR;O!W)8C[KQ]HRZ&F7U2ZZ(.=T"GOG0/6R*1C ?XLW[95)6N@C ME]9Z0?6&10@C\87*2L; +RE4X)C^5**

*MPX/#/*YWH(4V%G59I>761%0VZ@.52M),79)8@D@4LME6VDR#:>SPT0B"ZM<6*

*MPSEHLNPD\:Q<;P/5./KX7UY2.F:.N,B$3G:]Y>A@KPA;,2$WQ]\A10ETI*

*MX:68*T3@7)@-8K\P_F&EZ>7=E6V>HN/8%O#K59LO{D'%)M"P0B.E:Z3LIZ; MT\+,ANM$42//)G0HHHP,*

*)/*"#-8[BW&H4T6F86E>G.SX(RTAHN0,(H[W ); M/!.:)->>,Z3,3V6#0]G<-PR)R!?K2%*ODL/ED!-VC@3&{(LR31^]*

*L_[0_1O M3! C2XU&]A%*N^)Z7Y1%W2)_]3L++T6Q,F(HR',S?7CW59MC5GT-4Z.ZM3IX MI-H/GR&$+K?*

*^A$!U[MT)2IO8SI]T'S]D9SJ++\ &QQ4EB M)Z?:V;)C>XRJ9Q M-I>\/84Y"_HI+N=UNX7=Q2"S1Q(H=.P,7@N-%1R[ Y$&"*

*%U&\:^)$9P4#R% M"326GKAE7<"[ .V+YW=Y>1E+0C^X,LCN+Q$10E1\3\V*JHM%SG(Q+KF.N\&>*

*M"Y4033@I#\XN\@N;,^OCG)/# R3.2[YI)$T,**F(P*W03@@4M2]TK>EL'MZ M4?*

*X.U#4(;F6>%2/GOL=L>Q332E'ITTT)QZ"7\ XNEL.F7]!B>@Y[/YJ=\#%D M^^7E^^G(L?6O)8.#HH%RUR!K\4;Z2:QBI;*

*(,.)78RH/#AR\AG+E^UFD.2$]) MYJ*7!-HW!=%[N+<>@;-\=C++S"AG, ._ON/&M2G(S0/Z; /*"TEP6()LQT[A M,*

*(#K&V+>H19VXP*6^$]2:AK-4V[IP,\L1%E,_&1H1B%UOJ(24'TQJM[!GRS(#V1Z]FFS5/7_-(_8T?MGA>II,XO)S]_^KJ*

*MN7%YNS$I,LEA;^.]_[>L/G"_&$9'C*>]8O3\'"M>4E 8['2"&P%'H7/D/_D6 M@9?><+/Q\@FA^8UF0(<-NMMZ^E'!*B\K?*

*RXPR9L?(%=P2L$8"+D@@[](9 &?EYR I<974'"*A)\V0J#(!BW ME(\0R]94&7,7P4KB{6T%XX0_7!AD)T%E<:20-*

*LQ3AVQ;U #,'HM49!D'YMGQ MZ>-CX011PME(J00/{6EV;T;:(& !@\!13D>:WZ:P10ZX.18&O0>-*

*)^AQDV"E^CW1(;SH\ALJ 2Z#7[X%/XPA[H^<;CG6>KA8(:=OW3T MRFH4]MWXD'&FI5;@<^3 )A =3'=0QZ;^*%2:*

*J[LS;6SHG>9]#QF-2^_#39"2O]]'<4Y<54Y:0&DQ7WEGPW:$' M_O8DZ-N=^31D?XN4\EA-P:A8DZ@Z9M'OBO9A:&*

*<^G9.;3*] X^NDY8)#?BC_MRY7=&O9+_D(EF'-J&)>2OL&[W"(P&*:;$,ZUB>7G-LYQ@%]Q-GC'D>@.IOAT M!-*

*K&!\CF%8!@A]WAHP2;C"D5S!7\[YB"$BRDQG+NP1\/B*6$V= S1H=7* X3$G:ZJ.^\^E*

*MVQA+#!M8!@8_JS,NID3:.;]F4@"88[0OX7>UQ\;J4Q9C(0XQ#>]9YL&U_5)+ MRP_?Z^DRV-$;E6HN7\/'I=*

*/_%4ND24L8N2MJF(KMEQQ!;EO]-\I[_%!'KI M@-IY!81)F4!RR?3]725HMF9'TG]]#WSZ>/%P,,NUT[IJ3T/=W&71*

*M\4N<)Y.0.SL^';4KB6MS2JY7Q8Z1($S;J8U=F*N=9]K_#04:2*7T@KP+/!;Z M0'03?3&/YR*@/TX1T%?*

*O]LL6U&&!+'P<@VNW3-K9-A01,Q2$P*]-JU,*Y$EZ@HAR!;;2-&7\M'YW0'C[,=Q["WRSBAY;$JGMFS4=5Q;/"H M:*

*[71<(P1)X")-/?I&B;J.4\?CWNFD;V>5 Q4Z(7J&0NA*K=5)JBUE5[E.N%H*

*MMK(23V8(POSN@CW(39A<>C!9$1Z]SSE<_<-+;J[-I8VT ZSVS**V\(6X\N/ M8$*U$P1\9Q[CSHG78^DYD*D+@-*

*G$JSZ0,F0RF8.>49B^L@;XON(*[_ZSK(\J MZ_P>)R/BE$TU%AQQ$*FM2C Z)"8+Q_48/F:8E>!!J7:_-NG^.X7[#;?$<13-*

*MP:61);><%OI?C@BE%#HE)Z6GH+OIHZF:U>/BUZB9T7?<;?53.8UB/S%9(-*A?$..9=QDX*FD+7Q+T^+?#>XZ]Y0'O)*

*[!Q@ MK!'&U$JLC?Z.^_+T)([.3LZ^CVV]!3935Y:CR'6^[%].LR^I+C"=?D3BR7PH MCW H7X,PH*

*AHA*Z"DZ:.3E%@AQ584:]\@R50E5X+DAALBBHCI";>$N!DZ7P5 M9=Q,=QHLE5>#=YRB*<,]Q%M07;5(>7)+(QG)?*

*7<5^ M?1'!:B1VL;R=3P9X_]?4NV=6^2U8QC" M')DN:IX7]VU49;N^P3A,TV^4I;EF=*X9_4-L\A$"_L"F<%MD.14*

*MEI3U%5ST0L'4(N\ICV7@^4095](@(#6&B,O8@.EV#$#"+W*1%#M9_"B)F4NL5*

*M\2/X&6VBO,4X!GII^$O3J@R"2%>C3>T'/"2\(':990XI9RMY+ $+7\-TQ.TA M.*?,1N*AG"K_68RBNT](YR#N-*

*&3/5L+\6R\1_VE:LGC'D]K'/-6'X$VHZ;F! MXQ3IQYMF^]>_//T>5O(),_Z_N[N[XT+?[>#BE4Z/RVH] -M;ERV20*TD='NO*

*MOJ7T"IN8IAUKK\KM1SGFC3#:1FB3J2 'F],>'/HLR1I+5F-AP/[9EIA\J'73 M"$4(5I_@4[Q1U1IK^:D)8,F-*

*3D5DC4M"]Z(+]Y:1G1V?S4(XEA!.K$(:%&'/ M':$YHIITLH2?S#(SELSPEI^"U'P]XCF]FJ-D<91EBZ,7LPTXL@1-3?F$J)>.*

*M^Q)1=:H LYR0(#GXR.<=7@N'7\;Y^<.'GXK\XW\6PC&$L,QO)Y(:,FC?B%C: MUGN [0V]$6FV@-*

*%TI3(!B;+D1O11K7+J8N"O)%.N:C#@<6I=4YU06";@5*

*M(KM'#"\JO*HA&7L*PY#S0(2VAI^HRVE$$TQ+71MB6Z8U=%QQ/U*-S!55BMD9*

*M"UH8;1[!W*\TC0#S0YLTI9H[6AGO;@NZC%!ZL$OB8^+Q>MIUL;9L1MWT6%.0 M>VVF'C4QYG>1-Q;^C3/UK*

*(^"*6P(/%=7707*DY,"?'#(O48)"52AI.$B=9 ME;0;[#V!N3E 6K^W-78T4;4_-JUD0I2^V)E>%O ZI1Y\RQWJQ(@*

*,Z,EAENV MPCVY40TYC.8!=HL.D)G_PN"MFVZ7K=K1(N%+]_"X.MBPTA,#+FB%_2?,7$DS MW\F=!Y##_#OBF6U8?*

*O$5MX7W?/6&X'M+N*+"ZCYNNURV=49":%AX[0>9U<@-_M=@$Q6"]31>ABK=;@9,_Z=03]:I->+V" 6^$_H\I,-*

*:72$/(W!F8HV-,U]VI2 MQ1['LL$>*,-28@*9L"U:[IL>ZEQLN;R)4A.V?)M+W;J'^'"%UA$6]8DP[V_5*

*M@TPW=XC^C0&C32DZFBP5Y.C;\>; ^N7!Q7_'L-K5#'@WH1UA7LJT=H1_EE.E M/!]Z)-6@9VDOU+*

*(5]DB;W4A<.>6):4Q'CD63PN!G.$[XWU&Q>7AW@LEO/(K$ MA9R"WJC>H2ZV^4O:GPBUBZU5"YG$EO;-YSZ&ST4^@*

*_@#<^(NP?O,!]38VS* MQ_[E\?=_>S>=W7>-Z"JJ2B.:6/2N]#(D;#-C77:%8,_8TG+P>H>M;GX1O7Y] M84VG?*

*N+A*XC@W^@C9"0KFO]^_-VV&4TFQY>]=Y.@ >]&T-@2,<6LB,=9C-A4 MR_*2@GZOR /Y;Z]NQ:NHW-*

*A01']W=+,87R3>@9K:.'FKG5#J#)#V#/0(F)2[W,& :0RA M/O:A-09:^@,B'\$,"6\+2D.NB5T'D1:9R#.WNC+$HU;*

*[+PFSH,2Z1EIKEI[$4JD1 WNE5Y M;5BMJ/):V!9L5YC=45]PC8Y,YR73B%G4H(1+@1)MD EL9#G9+0C'P/=KN]2=*

*M9L4,\4.^\ZD?]*^[PC*&>]W.?IP59UI0\(HHZ@)&A$[4GK ;0[P@^+=I<=\? MH>]'YQM";.@,[R>_?CP_?W<<13\7.89O]*

*<>^Z2)!S<&OD94G-^*!M/BYI2EHU#V5!.5]5?6RNB^%-S#J M2>4LEFU:&J=G9P]-GX8_>J-JCZ*

*E7U>UZ4R60PX7K67;J\VA@*;[!%TN:MJ+[4K'.$:7B5$)NI:LG^1HEGO,>V[?' M>JJI MM+G,1_ZSROHU<(U.1A@\24(:.*

*(7O @M?<@BN3-D&YC&MDP$ VT\MRW M(',H;PPIO5/;Z*VM:IN,4 ZS9/\(NAS\&"31)LRC@%X02_:0IEZHW"5N7>Q*

*MH>0X2N(JBU0B?H;B^DKBW:;R"7DY-2R0F1E.21Q?8[,A=I@QA]31DV<+XT8@ MEE.9HJ!;>*?*

*SN;)A%!E_KSY.PIHQ,;D\CZ3(%<5PU6*=:-3@).,HU[>D>PDN M#REATY:5<8IY$[(U>&L@VP:50'CU/4N5?&BW_M>+F-*

*S@NB8JCSA:!;%BD,MJ M[;#Y#B/P^0A[S!+%46Y$]$LSMH(P1*0^\BXL5,X(9XZ]3M+HLQWR5:4?PW53 M:R[I<'_8.=*

*[+_3$ED.^O@;D_"W)?D*=(D^RS)/>DF0HY+W+%,4O[=1V!^E3& M6V5[Q1@3*%ZH1RG&@FJ<7,CNR(>*

*(EKW;^#DGZP"_*).6"9[L+"A1B/>QK4_;[W:K';VJYT_M+J_5/P[Q6O4.[]_,:Q7H'?2<6)?-=%/SYOR!?*

*@'62T&5:INMJGP5Y(5)3/T@EHQEI8542$%7')&"@7_Q*

*MO;ZJ3'YJFM@MQ!2Q:1>VK;6Y*Z.CLP730KC8EP^3_MRT6,/<"6._M"&*55;! MF\)W8]1_Y_6YJF@&*/,SE)+B*)K*

*DJ9]).3:'N\.8Z.7BJ$(RW(QEA0(1-HL@/[]7[%UE%AK.6P MP 51#9;8J?U0J>?6[>@YC'^S4=4'N-*

*LV5PDE<)@+L)L9.C@Y,P*

*M]7<98BCH^Q^1*\7HP=3#-['1W]PG'*G2 [4-W9F+C%T$Z $SO/N4*=9EE%,/ MO2BJSYUKQDM-)=8@?*

*_C@E=;1T>//4;Z=Q^W)Y.]=9W1C]69;OU#E;O%:%.?2WM/D<7S\\7 M#T.6WGL:U=3$Y$X>_U:W6NK4)&9K*]3*

*QVE]AG,TTE7R"=.J=EOX"H3:S(P+@T!C'7L8O3)TNMJ/;0HEHB7A7[Z >0 MF^\U%9IR.]L)GR TX<$Q'?*

*&1[,&=JM)'>5E^(*I%G'4H(8=EXO=30/.1-R12 M[IB;DBA9C-*

**AP$6HE6I;Y>\^]]+A<>>K[C,ST.1RS^U<[BFH0@E"R=T1S9,X MYBX;:!@J:)%S^^$%)NZW!E_+S-LWM,*IEE5 M6$]-T*

*?\Z7-0S55;%/01=<>XKAQ^J#@8RPBE=T']\,X:N3"KS+9"9\;Z2#S0 M%G=0(PVH('IS^=0H8KW;3N($&-*

*+!'4/4D#G@'S&C.U MH4%(Y9H"O))P&H(.(02UWT3/$8[1@K@;?%8"E%"U $R&..]ED>^HV_IE"F!83M*

*X(SS3%Z;Z!=0KC6HZQG[?RQ! M^H<'C7DI[4]3Z@,CB7E^=?4"1"S55:/($3LRF2K&(JDY4&2+J%$BWUV=1U=M*

*MKI=@(-#U>ZG-%U1:UN9KY04L0:#QKW_W5*X_EW5$K$8K-)<+OJ'*1?]VI)] MI==2*N3:JA:F47;+^%*

*KE>/G]W=7/T>GI\7>6>._B//H?,#2_C&"[ MW7]1%MAAYC=\"9L PV#548+[#^:4,/Y?*

YM0%6[Z98[989=4&L5V0]D%^I0Q& MM0<]-C 0F2CA.//),,[)<*5)$07B.IV#@8I_A73R9;'.4=9D*PG2 I8_)'[B M"KTU99[$@/.A<0Z"EXG39XI9*O?P4K9[WUDY2^=7E,Y"F=#\8*'0M,34LWB' MRYH0$'Q65U:/A/$+2(# $ E:B M,D_KD*O*& ,>>Q5&(Q@)4Z+"IN?"*LD:,9##/BZ#QXFN(-;CH,JU7'$RG&'# MNB/\3#<(QANH^&>3? 06OF*VM\N"R,IL,F4KI?Y, MFO829"##X^)=5<(W5":)HPV.85%H@W8H++$P13A^%U&2JQ9VU5%FD4IJ#:*? M1HA'83!Z31?R]\>/CPF-3I:P<;HP&#.+P76V^0&+1/T7\ZXL\^A?2+]]91D;9->SP6M)'RU8JTIRZ M*B._1 JNW+- X'J20;)ULLP$/%G9WCHY#GI=WQ"-)6ZS&1&P<':7DX1_IQ2*V MSL4JJV'K1+^VJD(T^TV)I*H:RU1A(/;FCW:+B;8W;. 0S>"=44QA3(&*GL#R M_F>JRT0P[..O4P_+.Q7E.*?<)M1WM:C5L_:8@H&?@>#E:.T8"[6 MS:'CVH-E&C[- L=RLTM%;,L:]O(F[:,$W1"646&_,4D,D' M;\Z^LJ7V4:7WL*"X9AP^75@HZ;R<|-N%W3OJF[6KV(0M4=9\0C> M#\& (D]F^U^B6;?I"W^J\W)+CZ[Z:?%__0XJ>^ZK1^T!ND-8FN=-I?T1W;6?5A M-TC>R(%QYC=SSYO1\F; (QL;70R$3RBA9W4954UM5)3IGFSC;H+9&U&4N@T+P M?'BV>D4H?WENC.)*DR:T,9/]/!%=36D\! Y040=A1]O9& (PW(-4\[O@Y<)4% MX!\F.O!4E!HVTO:A )6,-0K_ALLKDL[O3DZB'+1^X]R#%Y@\R!(Z[2_*'/R" M3,WB=4B\5B)>/Q=86(]K!ZMYH>J;XVAP3Z=9S0"42-#@+)T'>$E,U".AP*Y? MYT$S'/#JC@^98&0)8$T4(\=F2ZR(:LJ]'J(4]<++H7)!9W>SZ^AYABRV&OZ[ MA$UU"%T6%D'X&5&+XQ(KOT9MQ=Z/'AD?C1N>41":27B99 M^O_9>]/FQHTL7? BO,*9[.J0(6$%2U,+KN!,AN\I]:\)MU^NJGKY?02 IP:8 M7H"42OWKWSQ+9IY,)$!*M9"T.#&.+DDDEEQ.GN4YS_/? _^.)8R1RX)KU['>3 M?Q[A7R]K09 +#OUW(7W%7*B M1_#1$7QTP,EJSQ+M39)Z0*"2DE/'9360QO=$N*G_.3SVA %R3# M00[@[0F M0(RA[D%OL4:.NC(%\N]3K-88AI)CQ61'BS!P5O=G&6;Z:7#]P&.ARJB.9W"I MF;-WLW"97*W:I8%JH Z5P.P3>(\9X3OO9!>U=QS_7"CN"_@%HGL 6+W7#L M M2FUBX(>NO8W\; W&C74"6EJ8WZNQ^N5DRHCT*JD-D#Z:$%@@T7QA_KNCX*< M)11U2(@_2( 1M"\)I[U[P=/CAM[-AMZ.F[@ ME$#2/PP<]<8N,I6^G8&MSB M,F]?,+-@$@#;3#T?K2)'3 =]PJ\6TQB9PN,X4V-$W9C3:R%(6Q@Q3)9 M>H\Q'!G5TIO!K9NMQK["7N=:]J9^$8ZQMDA%%B3C]'@SLJ,!@GFL3X_/QOR_MUWJQP?^.AKA6]#]&"7;O0" (0^L4XZ,F)Z2M=-' "R*UT!"3NRLP1)&V_3!G# MZPS-IE54\K<\??#'+M'V63VY#<@ $DP9DR0.9>>W$O>A!T+=7@) MRE,^XQIG@Z#B>$?".L9)ZU@K(;FJ/UM>%@K]/HE"!TEC?9-:I42.XCQ"_:L% MD@0!/[IK,,%),'>,X* (L2OWB$IB&J_7MW>#Z@44(X+A (+=LK%QX0ADWO MK?266KYXZ?P9C&;<,FV]Y^S,-.W88.OEF=?IHU[#/Q?,2K3S(? &L]<(\%NUG MZK R-A88:E9HDS"-J]_BT;T0@?4'_P PN=*?K)Z@)VV!*5KGE#=H9D5(^%Y? MB=;&.VQ46<]60&!%OWJ+C&+NYW?_@\W!O[W[+U.$V/;$\>=Y_HDD? H(EAVE4"VDM(O6&/4^'/+GJ!'Z32UF7:S4=V\0U@>% MHDI[$W4#9_%[F. ](K@#ER'6J/OV[4V4>(%;XGO9[V\KLM$ M-,8<9\X/:;'X]ATHG]T6#0/G(N(><.U_8-Y?#_!:NR:6*F3CXY$U%PX4.N__MC-[Y0W:G\O7"DEI&=3]\.A/J;W9#$3QX=$#Z7Q\Z)L'C7 S6[I.5#( 6?5CFVL5]?T$@*S&=G$7>"7,T.D9A]0!/(O3N?4CPN'"% M*Z]-CQ>$F6G]R>A4FPJWX5_0]\;K9,5B 9$ [U'"*'2FTV6_N($_0KGV%,H5 M$0-90@1=WGZW4',Z>NUO<'73KS: MSZ^G5^>C;#Y-I]/9Y?EX}!__M4NO;@=)\OB#C'8Y"H/!WU6IZG1!Y6E+8X[F MSNAKP1T/6,CB9K$@/E+ [8KZWW*KK>W0;6?6 .",=SBFL3Z_N9%%O>C8Z8]PL M>$3!I2N\O.FH)M;KJKY-2^Y<92;LM^\^#MZ6*_2/HK GR(WYU![(-G(VT)[# M LK6>+H]ZG,'DW89RTKKAQ)D)!B))@-,&%*"1C]QLS9E=0O^12F!9:U6E/'K M[^K#YI26-^9CTO%,2O"XI),6/XI. [D>^KK$=H*8^90.6&(SN5^N5PZZI+\B MB%#@]_"$ AW@3Q)\WB/QIN'MR)? 1]%!OK&+Y6S,L385W4ZK9:%90B'-P"1FR>8G=D10QX5F.Q_6KHLRB].1{(6=..GS;D>B!@ MP@C=7RL M)3:A0"GQ!+4^:-\(K!O[%KJB4H7PM6LJV6-#VG>9B\5?$?CL\N= ME1?A 4Z#=3Y?UR0?KU<#;#M<.4QMF"!=2?? \T@(!!{0HJ0EG9G9 S]{SE>:< M+U^K@IO*BN(TMA*M_UMUKFB{B,TRB!(*.=QE;KGR^;TPM_7EX]C_X69PT,, (FCY,3_J9>%=E" MM7[/BMZ-18[HYS*7XL#1_:W&R6KX%MJ6\443'7709?#[C?GB0*P"5B1:=QX7 M6[PC(ONL)171$X,^!R?5Z2R&$X( ME9A/8 8;O6SLQI/O$[/Z[4>Q2U6^2..]26,$S?4O=5B7F6U8"QH[MKEAKYMC MSX>_SX*7O@P%O0^A MR %^BIP"?9]2>TJ-N#:";=)&FQ=M^;4C\|"4GFR5<'HI,5>LVXFOH3IJO M&H-*WX_Y,Y'53>.^!$OWJ#1='ZE M'IN$%A#^BU8<_M,M)C"6F!MA)]&*H?C/XEY-OY#^?0%59.><\>JB; MDWE+W M=M*C^3,J]W.[T3C:$V3(CA#^F#'H]'GNK6T;8##_D'11EB_.$_U7T!QS;G M!@0WVZ; :R^\(8A_['9[@D("K-,L8B1H 3I$_NAD.K0#YG6>5!6<$E14#,F MY#CH+EJ9'G."$?(M7ROZ (G0+],GLHZ,$C:F38U7Q]B*_! )OK MB<;'%;5D\P(MP1ZY".ZKPH0_*S'3F869I_GU='(UFZ>SR\EH.$S'DVPZUK^\ MG,S&Z=5LC[(P Y%AON$F9 K)N^A*7Y*VW)>TQ+]@R9O@FJ$4!GD:]D*AN^]' MOR8O@38TM>&Y2Q<'ZE78_@^_!S!,W=P5R\$'2*6WS6>8 4G=5)Q0LW1B<]38 M+\]]%>@F+579 *ZH;])DJH'ZC+]";]'7V4W#X2@=IM?3=#H?349C-9N/+W*E MSN>C\XO99;Y/. +DR-;Q4?WF.A]W*4WQA M\ 1?JP"'5H5 M:&^.1_#^>*N4^HJ\W&C]8\%7?2H:I/1EITU\JG=93JXF:7LPR-;\89EDZ MTK\>7^S7B?7;+X.1RRJ6] +@S=2(P]:WJRMM2Z3; M7LA98SP -"_/>+0M'PG0*BNB 2->4&[UM_HCD0+/8,)-M<@-, (/*G=#9DLI8/OSHC';J:31?BR\#AA5E23',F [R=$V;% M;,V]9(Y \>*J!)P5BB)CF0'JN)T&Q-2#1?AD\QQF9T):SO*\J?(V1= (%.G8I M)Y<(%R1*J_[&_ZH#GCQWPVVUJLTTZE%0#[!T4ZLI8PL(9$SQR):# >.$JQ^ M?3;7[3)XG;,!7VR(1[? 6:0!;*IUG=',0'VVX!)*L1)5+F01R2!C2NYTVAA- ML6]E58/UGGQY4RO[[#V38AIS(OE'>>"A<2@K<=:UT!I8W:&T>P39A]8'D128 M(\S3>[T7K'$%SA-IGJF]2;8Z)91[A*+ <@UO!VM5?Z$ !R-=< <4AT"0'.$[ M),BD#8F1"IG41"YD<&). 1BXJEXE'LC0)5U)+$9Q+0Q#4I*C(8&94R?-H:>" M-DZPB>T!0IO(F)]25*I.75D!JS3\A?9B%FOYVW4=?$4'F6X'M)NJ}ASD='YU M?J[R\XO1U>7D8C:?C8? 9Q7AX/9FG,S5.Q[MUD+EFL(DXY*LBU,8[1:C]2/** M/Z69USFT.USCY<7UE=+_-[Z^G$Z&XXN9CJ)F4_W?]? 75;'9UL4<1U>M=-8$\ M^2$7"BR@8I\Z"_OHA/Y!\L;Z0 HF89=8+>UC?_!Q;]R91QT>U$$<@#Q#1T4$ M=BS[@^56AG+N#2YN?#;:+2Z.H1IB]ADG 7B/%#]RL62M0]#?]X)T)V"0L81\ MG_ZAPG43>H$P-V\J:&=H(IHB+*"4B^G"_AR,?<"5?Y,2_?5L'6I6NOM^%%I* M;] #Q^J:4 #0T6()O'H+0ZG,(!=H8,? ZMVR37B\Q:H8[PFL312\B*U8>)S,Z M8S1:MJ[@'@KX?HL5%^W?PA#/<$3BN\VU@A"4*1@._(#>.>_(;P3/R?*L$? =^5**U-0&$ B?0@&*I\ MZV?00_=+M8(-;&=G%8A@.9F2U6-E)>4:G#X!GCUN>+?AT_ZER $WAXYN=MVL MKE#W8 V=4[$%#SF2?Y&8.#>JJ=L*/H(6F(&/6]CW2/CI619\4/P!\4^I 4[1 M[[Z 5W$ _=B]SLCLP)R1WPA:3 (Y>^6/:"LT@/P=T]D"%_UHA/5CL&QG]V<^ MG(JK6("'1(9*4\C:L/."0R"P_413;^^Z;-T5$A%*_^)8XCV6>%^ZU,\'6Y+8 M-BX%_[Q5[?*F]&<)]R/OQI:0%JKD>EP6' P&DS0*=FQ >61CFZ^EP??0A81""\DSN*U##@ECU5 M#*ZW+7J;E/J*9WZG$\ [G_UM7<+.:8T ?^EBZ96Q;B7@0J&>IJ2I$(^OMWZ#^ M$P85:,U?H2^8'9@O^-.:-]^^9:;>U]7]$O,@F? 4B+7.J\O9CK(X\;YTB2 M4W2@1'._IN-JP_K!7&7KD))92O2MJ 5?=+4X2<;9NFX(]_#.R;K*Y$0P/!!! MW!VM;9ZB8!1]OZK7A[6MQ-]H@K=_M,3L4U)!,8N#-E]#QO1!63&6#A_B]9W> M^8&=WC=-L[[G;KK? =+!2XU%GSG0]NZ%!WO6I_J\ =1@/H=#VT[G?+E,DIF-[ M@R5RL&<\TPH'[VB=4B1Y*PX:*_T3-V<=(>?6YUA'=\;,#V&I\ MXNCN#QYON[>*JI;KF)\3_8EMW^U\VA,L$4@Y5^[80.@48D,!KT9=7NMEQ1W@ MJ5W:R:9#)5(OBDZ%A/F(<2/&9))]? *"BIE=UU'DG=H,*;X\ M" <@$IZD3[UWKJ"%[MY M4GQ^X=JMJM#+<)FXML?X+NB#M,A1S[O'!=E>:FY9]2Q60T*)R& <\.GEOM#/ MBW)OF';;Z'$N3:!8*^CSWL(XV"=;ID5;9,^FN>C^-SRK9>0E=VT]WOWG5?B M;BIZ#LMU0SR2:D/AF_9: ((PM [(;(,SD]1*^HTW+F229CI-_U]O1M/(_0=-] M<=_JE'KQ6T*K!S^B2=/4G?^SK4- ((AL:#L#^[C]Z=F=5#J670ZM]/+5P:W; MP1>S\USID&@ZO;S.)J-I>CV:Z:O.A[/S_'IZ/3_"%_<"OOB#-I+NW#JB%[]= MF.F/_(Y#2*%N@H>$.?*:.!Y$TBMVX.*^!!(./:-JL*A0A,P_-PU]'6/Y"N2F M@%SH.Z>(\O<:#KK? 4J)W(X_[":%6T(CTM[^<7W_/AG\HZKR)^L+D.[G*KMK M5[^PNZV-V[1!FRMCJ7:*P)[6%?3.NQ_]5= #0.3R4_O"^&0N'#2M+:*#'Q"! M>#,\\/D!6E'1=M<1/:7R:I;%2@?@=?<@O<+:U4'CF/;*1B&135"J:.[( IB] M9VU/>Y_T;KS$L5= #;T[#&$*J!.KQF2O_]!P7? P\>L7J=(RVDR<#9##)UG M&VLA!CQR\DEJ;TBH2 >45(3^+IUM2Q@K4W,(X^!R<,,N.KW/#1<),'I^$L^ M%Y^\ &L3A;2(_%PK,L=4/C_'YO*[@+#$*VU ;;Q$#A/\>WSF7.B+:3-3(C7 MXO[D_L5/IRM?"\D[RZV&>ZWS/&F'0B\\F)YQH;TYJHK.HRJZ M<_'\;X^Z43>Q,^PCKG"-

*'L<_.O[}$Q!#LW?,03@%8#EB'0X7VW0XN#:(=I^% MO \D\S,4^!/L< R;]VK2QWX&)T:/1O:AJ)!@@>SW<7/$-T?*
*W{I#T)QWG34&G M+'H4_| 4&)^]@ ST_!{\-<-*SZ%T@V-<720MB2_X1VIBFNO/O5I8GA^'\&)D(GZF*
*ML6"NDO@8=FEKB!E _6 ,XR8=5[%^>P8$17D*WRE7=V&TX,I^R+|*7:I &QSC M2]KED7E^=K'3$_,D/_5TI'MV*
*H+XRPYGN6.N.T#N%$XYBX*6E.Y6L\(&BIS MQ@ I>[6*W)=: )#V;,4$^%T?HB2:RO^\=NM/ ^4.IF^G*;*
*OO5H.TO/H7#]Q MK#02:>&>]!3?@VEE(@&FN"8Z,,K9N"J{G[0Q@HI TF3*^ULG91 ,)0\66WXP*
*M^2("WN]1H#3>K=6?G8H0TIVY,*6!2;%9 M^!9>/KAI1[++])RY0Z$/X1) L*>8J3H?TNRW4\/0Q]O5JRN2]D=@QZ$!._;8*
*M+#^S9N!A[5_2G?M9%8/$B@.19 E^:@/N+2^:&B'?,8-NZS>$HK8,S;&T>ZP& M1=!4X(9T!>UN]D$M4C$H'F)*
*<:XMU[6'MIO5*.W)F*O>:)/B&G\ M%%LXS;K8I\SG:+SK..Z610WO]"0\ ,0V?FQ[&'>K]@?R=%P!8OK38"F9:*UI*
*M3:UM2W93BQ]J36*WN_VZ4W\;//!P3S^_SO>/=IWO&44[/'R_Q'ST7VAOYN/F*
*M>44[5\0UR:TP.8MG@YZ89Q3J7MN8_[!AS.;,%KX9@GB"#E(75= Q731ZO\ , MP6'8Y5OT$VG*
*UHE@#.A^$80Y'=BA%6TPQN"3T#9WU -N%&,5ZAB+5@RB3W<" M@!EXAC+1#WCUP58CYPJ<1ID-*
*:&M19S%&K$'OR]@+?=:+3L\>1=V8Z[=])?75 M)MM?5D$^6IE.*_-CIY79,@PC"&O-EM\UZ&#AJ-3K]Z2NR E:+Q]US--*
*@7J]$ MM5<4R[3BA"E^L8)'UU_0'MCJ#E4\2@3](NG*R?!L./K/TU/:;BH/$B;M&NO@ M:!*YMY##EGPV$Z+@V.M?*
*&FZW71A 2$TH7Z]_I3(?B8,]G:E$]RF@M0J C)TL4 MT2W.,3[K8;D],;*S$$2#VBFO'A"2^"J+D4%L.4MMGF*
*;V@Q)\5F%C(0U>E_^ MF6" U[86W_9Z0ZAHP-)Q\#/P(L$!'GH&KSO<:BGC8F=R?VML6)T&$H^XW*)*
*MGP'PPQ!K5^+X2$AMPFCN+-+R=@W;D81W('@PJ23C()4L%R$;1E9W\,$ ]Z^Z M,T"RQ(YI/.?)Q5Z#?5#*
*[S&@EJI(+J5$I4_:"<<>#:J@H'Y#W=NJ8=Y{GK_LY M!7I SV=_A67=0^/X^ 53IQE!B/32B6VP';*
*<[]*/=$TXM,IT7_!L2RZQV;5D^ M^B$*R"+!Z!22( UIFH9?I@BU;=T I*Y,J\%.:P>GB2'MZLZM T<2HXA"JVM'*
*M.)HX'AB.SPBYP=YDB'=>\LU.'1=4?)@I6-?+ 9S%^RJG8HB>_6/-\]!JGGMS MPA72"2M061RU6[GRE$*CU4-*
*1K5L5!V_/QW-?H3JDY>B(^T9<),-K"3WDKLR4 M+5UN[-!CIA]9&RN4,DNAU;.8@P='(F$%<^Y 1K\%J.PY*
*MS6P1C1OKP@98O]WGY.9TB^QG3\K0RP@Z,BM7V06+\|-IU"'^DGEGOX$)K(X+< M!H]EY_4F4-,TH?&LBP'RA&*
*(DHM/M*!RG*ZZ-MIW/TU?H;ZH#\S=OO$#%K.[] M1!. ^AGC[!?C"'7Z(,IN>QKMTO[!7O"9HFCH0W/G*<-*
*HWTS468CO#I4OYB'@U4 MM-VT#(.HE!M#PA^]9!UXG_&AQ@>HK%1UEMA_(JAS^X43: MA'"[SLP4:18-3UX"L%NM:*
*[V(+,(W9]2 MCVJU4)SJ@NQ4I!)[A"6\$);0OX2ZVKF-GKBH&(L$HV%^'"W.01KRZ!YU]G,+G MHQQ>-*
*H5FC]XO=3QAL7RXJ1JCFW4T[@[UCMD/3/17MX1HHS 4B W\SC7#.ZFC M&2D(&+9F'WNR-SU K"?*
*[:"">!U#P_;O0)>!J#L:S!&13-J5D5X9J3M M:<+/E/X,]G-8([/0Q[XA;W51^7-:[E_;_':##,!C$G/,'E(W(^K7XI\X5N8_*
*MHS+ON<+8T]KI#J.O#HYY0TE =WSOT;FQ^WH%<"W;Y'%TN$PC0E&C[D9$)_28 MEWDN[/Q=^X2!L-(2>0/?*
*([=]MOM5[*Q@(OZ91PZ!4 TRML@SXJ^K&J_L*5+:2]O@V\!_-((=?7:;\0'TO_F*)W MJ_.6N"8?*
*$>D8_.DN;:B0;$_(0"H&Q=W3E3*!"]3V(P"!NPH*[Z[P@3BAE;M\ MHQ8J6TGMAP"E"*Y\;CH9L?;2TYR*FG5&?*
*<2_3D5=E3.ES>RGD/JD55FWV9NQ,;T(79/23ODX58J M\-@B4X?JOVJ J&N6"6%X@U.ZL>R->DWE:ZB-*
*_%)U]=YBW^VB4 "/X']>QPE. M:RAX2^J]+ZO(V-!566Z+VM[LY1)_?^.8=.&(C2X2]?$R6":V1IK3_VXWC0QP*
*M\3+M_YP8Y MSL0^EQ&-;':?%?W3/U51;J1N:06N<)]9#2\)Z$!J8K;@W<1IUG1I7X6ST^SCEFH0-A#M;=(L3O,!"X/;! 0-*
*L[DJ> E1)K8=UQ M("6Z"[,-EVN:VS%H%(0_@H),E>FH4HOWV:%:W'/BCGGNRWFP("]ZG)6$APP*
*M[E@O2H6Q;\MR6N_JIK;5%_<,'XS-2NEQE>S[]%DDE]= M3H;7D^DD'5U=9^EH=CF^&,V'1S4K4K,.:?*,>]/CM?*
*U8Z=$.MC\&/M3{77[+@ M]N9(/31!J];@[_@(_? R-]0ILAH=1\1+<'RR3T?K/APL[W0+J ME#,PWG(KW\XT=U"?*
*U=MBD2Z!,;:XKDMN;'$UQM+1,)I""]\03:I3XI, "_T$ZPS983:,,:NZ''^CPM1FZW#2 M0#*
*(!_/RWOTRNOO]1,K_0\WH4#A8TF3BV+R9:\=9/MZ U+Q48@7 D@26 LBA, M[*W(K0>*,-2E;0*
*U#*A6OZ[D#2],8LM^T5U=0X_WK)S@\]%6C[5ZD9N)0(8" ML14Z!^MLT)U;_],&C(>FB_;1\"GNVS%W(]C0(3_GKW=*
*<8)CNN4\ZCT"T5>'& MHA0>1PQYK?<8%L0=[(=1.&L2 )=$;_+8K57:5"4A=)=@"%*KR22R>K&M)9-1*
*MOU0KL$9VHS&R7=U6IG.AK+@0!D;.MG%0H+PL6(_"U FBAN0YBA,)MBH3.#-R*
*M*5)T=CH8#KC$1"5/*JT[;6/:OB"\E&%Q2!U>EK]MNMMP4-A]&B'# M$0Y$NYZ=&F"]_G=9E=_5JE2/>L*LK%*
*[7E'$CN9T$3O*:]D7QP(AH< D,^7S9 MNJXYI1%.&*
*>8P:B(J=+CN2CHCYY@7O<4=@C;F=F1J7DP\QT/MWEMQF>3L"20*
*MRE\O;)\,YW(,X49M2&+=I_!5.6^%'4.QZ;:CG?!"+&-#"L>LSZ2-K[W5\H?Z M\U/GI, W:C57-5-*
*UPIN6QF5XB[L,RP%QERCIU'QE-8=^G7C8!U2Z*M6\<"PI MYN[TT;_:\"6]NJ. 82_<+H:()%TZ=:GQ*6.A?EC M8?Z%_L,-*
*!UU6[FA-UM4X$A{G3%3LO.;0W< MFG$(3C Y5NX-+*@,6+A9;UT_&!%;@8AK)SL$T6ZM0$0;'14Z7O1L%Q"+;;PG M?*
*U.$0=!<&+R9!=\UQYY'' MU69]F ,]='NTHO&) *&N!@L=9:P&?QUC0P'3_.GO -,%(',YAV);3SB($37F*
*M#G\@Z:F\!U'*:Z1A.#0U)T_<_!U'ROL8U'NMRH$NN>>O%BO$(=0D@\YILO9> M,8LUNI(?:T'"\E2;VL]OIH@]*
*[9YF4;4!1B/&,;G._L5Q?QV#*Z)2S>8)@=UZ]9-FG&AVWMG;WNRA5E+98 01?9OG@^Q,/<\G%K M.X[#0RS^K-*
*Y[V4Q%U/@E ]?X0 %,5B 9*C-CF;^U@M+(^DD7#>2(5;;FV-=(_M&.)39MK Z)5;/QE+2*.$C+M"VZ4Q_<\((VU(AW]2*
*P77+I)UMYO.JP_3J M7?#>-=N+UP&P%BE[X(S3:H+ F?&)?-EY48,4B7YN97DFB-6(CSA!5-C_OC?5*
*MJHL==VJMQD_4PB+D@XZ/-[N:9F';&36XDSS\;BM4,K M[#PU^Q%*58GN'>_M[G ;&H*KA4V_%BMUWWB:*L*
*B)A4SBY4,2=S.0;!E5^F& M*U6TPY]5QO'J-5Q+T6M\KN>,Z- ;;ZW'[)]+WAW&H>B07$HZ"G_F0*
*IAGZE^E2422)]T)=R#TYP+=[8\X6\K MN\3,7%F>20PT^,OM%=I3#62UY52Z,:1/:[/(+4/A6@$^>H@^W#V*6'LBKMR;*
*M*EMC\'YB*]LD+ZQJYK15MA%UD)L/P_D(1Q13DDH35*#^8X#\ MH(1ZKV+#:;A80\/7[YQ8WFJ'6XJ4QY:E$CP?EO:MY?*
*+H]+EY M5U=U<5L@B_@<[;,<*33E6X\ZAY9B0D>Q2/TMC/>\43B[L$],.]/:^_&EYG7 M^;D*
*_+CVT'!M8$GE,66Z2+X@S7IZF\)LMJ,TC!STL8/TF2 :FZ-'*:DXV8\M*
*MC&\+3P]5I"8M7J-.]*$1BO]F,G6X\EV;Z:X;2O%,%ELJ/'EM93?8\A%+V7?^ M&9B NH>E/L=<)?4:]1P@E'X.KV4-8R[;N0?*
*V;D*%533?) G[S6"@[ M%LI>VL$:SV5%O%A[,L<(Y'OS<)4D)6!/=JG-?P< S<+:0&]8[&WFX^-OXHRGR+LXH_;1_<6Y*
*4^|>G=T#YDE:-\5DC MNL6.AYG?A$T)H,X]K>B0MTDSSLZD?O'/UOY,?@;$=V"'!>@E/D>MDL0JOMASK*
*MVA'@U/=.F\ML>![Z5^B/'AKA^#]2'='CRO8VQ3YXH\6JL;M<8@XC^759H1:Y M=KNL;; 09:=.\X>B3_+=N!?*
*#35Y\X$.@=%U_7=B/9-)G%U=1ZPD;- @DP" T@#+9BJZ4C= M7&.*
*(.8>Q$4D(=.JJ@RW4HBC^,#"8)NT&3HF%VGW)YW]VV_A+Y0,!-W8,#.*X M!5J8Z*[!4HB7\G$EG]3GF0DN-S@)0#P_*
*"&I8Y@Z[0';K4OT]SO]F-[P0< $ MXEX%+3X!\6[;&O]=I&.X'1U%R-!@"'!J6+;H,DW.WZYOR:&Y5TP3"!;>?1-]$ MME\]*
*<1#@NOV:-IEXQ,G:!RZ<\=EHMU0XJ53TQM$T(#YOJP1; MH:.Z^/J\RT.CT7MK6Q#:9IB0X;#R-22L?#PD$XD#O*
*M7TU\0B:#2;_*X+Z+A6)^SM@P=<>$D7-)_V!QE^C?@(=!3"$1'ZWGW-%V$RK M7&*EE;=]=.B;.T44U36/UIWQ0M;^F?*
*+ 0T9= M HF4<0 JZ4-T(%('-X@F L,4>/ >3! MA<-,,?'8-6AZZZ+YPR)HTHP% ZM[/>[LDF(@]W]>-]; ;D_3C O^G*DL'F3F*
*ME;.FPI;Z&)QWT Y00]H"SSABX'X_Z9 \&8&'?@WH- M1.\"%+J; D*&$ZYT4[D"VU4A.S]+V Z:%/,Q2.=7?]>]4Y52)//[*
*M.K^%*3^%H4A:B'Y[[$G M=SMU]C_H)\\1*M2L@0"RT'L(H(U9MJY3^)?>5'KK*D0#56 P;_692:U>M@QC MP6*^?*
*C667.I5%"@FDE+X2_1"H3(F>@'83AA$V5U55G!D<-XMVHD/ !B3$G!/ M=8<9 6AXTL858WUE\'XT1NP"_Z$O8KC D*
*M.RP(LJ9Q@6:P>9VN_4"/6^L M3=T:31CGT<)+F@$>8-;4#K$9.@)Q$>H)F@X@DTUB-G!"Z$7%/Z!W7A,-964_*
*MZCX6'0\\-?!$@&724'"!X&))P4#E/F[*8FQA$A.R,UUFT OE#R*^)'U263*=_M.<\?*
*(1QMV)C!">3Z0AA);'J=)H:V[D890V1^K%VBC6@ MGA0/IB,""/F!D,B!/\E\ #&A?06_O1ILC?9$9 M[,1"'R4L*
*;%2"_6)_@>P:H$(B#%Z@9\U-)U0BH)YX:E,]B:G)_$W9@ ;#TM M>*<3ZA1MDVI6G& 3#ED,==']+,[7,$?*
*AT)/*SEBH&0HVT"?05ZJ)*$#] F.7F^UWGRE=S.1"1-,^P_]B.Q $,* MW0OIK%C ,11@Y/L7F9M0H_M:-*
*&*XZYR#M+^B*C",=('P"?(\2K?(&E:7'6<\UR]=U MLJ:UTW"$T'IB.(PHZ75#_7DX 1M?*
*U/IW#1,P/=ZEJZ8BM%4_;R&YBJ9SR+L* MUF@&5K$5UUF:83)4>CVJU#.=*;, NVRQ?69>%H3VKV5IAK$K? C())_#CL-*
*& M3+$;Q'F0:)%IVG,%G@SX'40&N%BTPM&.YS('Y8\>0Q0V,&3V"$0X=P+EGVH^ M!RS37)6-:*M ML!Z,(Q+UZ?*

V>1.LTF$Y:;"S2_AOF8QDJ1R:\?^3-DZQ+D\P5E^5I>2-6 P1_ M( \PI_,5G'YP9HIF"2VL,[5Z5-P$ZIO!YP]E;(SX@=Z*!S*8-F3:EHN\L]FF M$UR VX&B@)GBN$-&(XGOCKOP)80Y\A.X1S+(,,@T@;7T9QC_BM/,O UZ8-<<
M'9BH*+R%LS(\)C^),>&SS;IME.#:PI%[N1O7%P#\G1_-H#NB>,:>T\GL59Y" M>QZF1(&'51S1:$4F +
WE&$T1T*H^=??OFYE+ A1?%.* R_C@)6W)A/=G!5\49D M&&[@+P@*\(Y,?(0U3;\P="W=FD.=MGS]Y*-;O-
H]R//M2X/S:'PVW7&',\QR M9ZZW-3>^M].%47N.LQ?93"&>3$S>E_?T+%(SXNY%$#YX3)=5\.I ']?]D.S
MX&ECK<=\EK1QR9P5+NN .D#9_D7YX=W/1F
M_3<^2?"RT37P%4(GIY"AK^\R&%VK#85\T+J$RU#&UW3H4:0+0W),XA^3^"^T MQNV (&P^^ J;=8-
=BE&LM9BX7A]FXN[ ,!,W)D9NDL';5;8'1%6;$%4RL$^0 M:6EAHR?R<2731=?2[.UVZF*?1C""*"V(;(O
'KK<3,@0H>]>ZK%JEWE/;+HE MZ$L=@& 2*/F%M!U%*5X. M F3W:H2HH]1V3]_;;!"1IB!ES,15/O1+[5.
(L5O%#UHW7^<)QML] MP2Y?G]=UR:D=7/2KBC+JL=K%<[=E-$K!ED+(W2HEU]?^K6?#@-(C(#O;FV5[
MOFN9UNPU,G,6!^;5M(RQ08.^]]I>01<0G0*LM;,E CZCE?NO= M_18*#U&(J^.DV@:S'BV_;PTCIX*%Z'7W^MH1_.
[WOB_7=7:7-BQS;;GEL!03 M*7(8_TA_L,*L$A9WZCHM5TB_!F:L,'&[?@EPE^#"0<>S1Y)5Q44'.]N7T486 MHG@5Y_#:S-
Z)U&D=3=OD!7%*X3G< 0@B32A?5B_+)V:E&$R%/370(://&^;^ MM+,87MJCVXMV\AMZ
I>^-3+0R?.&M)NYQ0UT3|*>#DZ09J3#;VT:-%R/%XZS MR.2G47:_3D*>([( UU;X-E O111@R>T681:+; MSOGVL>>%-
D&S.OU'WFI!<|W+&B#KHJ6L$&9\KBV>OG-03I@-%GHCX2(_66( MN7!TK#HRX":&\=R^YNCW^7[?:W3\?C\PQ^\]VY-
?/?A1RQW"2BO9 M;H_]I^=02K8XE5!&DYD*^B7J]>+DRFOF?M9)3MQ#7-+K9IS:CHJH6 6NFE2@
M+*A.+G0M0G,J#9Y$<>6MWNU^WJGVR;X-9)7\#Y;B9!ZN.\;R=+O2L@T*YL7!
M:Y"D*ZAL5OQK[PB34$"F*WZ^,V;>4&THC>W1&;';HKE>58ZY1-+0P'%JL:-[ MV_1_OMO!4\@
;,._N(,>,D*,#25$6>GQDY00S'G2\I,)BL3/FJ<4!ZX1EQ)ID/TN9/_)P+7#<&Y;?BN)R<<]E,]@A(0 M(4\Z(%2;
(+5^&Y9K@W'0K5BTBL-?4#QQWS/ ?B&#^^1 '\2^9 NE[6$1C]B% M(W;AI52GX*1 VA5;#8NB#RC]1LU3)""M!V\-
"SK_3FX?5',+_F[5? _;+)1D- M=|VEHX]5*&3.3Q/1SV9 I)Z67YQ"I*%N)BEL*]K90E&VMI_!Q?_O2B2$ M-=[)?H3[PU-
G\OIHJ.@G35*%49HCX0X2B?11C>C1J!]$D\=2&(Y1SK+:HO6 MMP+!FVBZ(N0W2!SW)MMB3-
G"#KV]K=4M]J,Y!1A]TSY.D0A45 R)6(\'IU:R M,042,7$S$BJ';1*0<6Y0(5:7E6:Q')C].%R4D8R5' 1P)PK,V5H'CI1'<.(8
MME3-Y:CH@?K5)8S3%A]=X#*&O2_--GR!!@:=KZFK4!!3&DJ/VC+Q^-@H"V)( M:574W8P]+6@/0\
<"MSE$+W8^.R3:5(V@'Z*3%6S_48=:! /:V2W4@Y&AP@_C M"O.Y6AL!KMA$0PO2J-\@U4QFM$#QD/]U?
KE<[>CL.5D10-Z56:!;(2?G];:4M; M.@NZG<*AM4AD.3SUI^855FON#VXG=>F [V6!!M0#"UB7=-:^V, W R&"
['AL!LD3H=1Y_7 M9LE);5"8Q;9F[4R SXC:?Y[^(_1C%3FI(ZQJO6F42DSZ+D@Q+2E%T,'7E>'8URL9J,IZ,IU>S\?
0B5]/)_'QZ,4[_MX[^^S?:X:FV/*[T]=!!;B3_(X!OA=^-W_]M?IJ/O?U/ZVP_\30]_[Y[P7VS ME7.>JO'59*
(NSF>CR6PVG%Y>9J/LXBJ?CZ_S++T\KAQ\D/$N1V& E-7DW!BX M@K;*[RQ4]"0ZZQ?8K[UQ1-(#W>XA1IZ]+?"@'3J-
F>6K>PX&.L M"K"LBQ+@ HM0-@IK3<^_?L4J=P&#KS)NJIX^]M*ILX)CL$940Q@E M]QF?&8>=H63 /5
NB[9$1Z!NF/O2"7Z3ZJ<=?"CNEWJD/_SZTV]NHF]R>&GMP;<_M\]FS;N_TC G_$A/W9UP!G[L$/@*35L?4N[]962?
\HCD!K*_RGHX" VWYM@O@ MB#W84^S!<6=V_+&8![NP'-SPXHL.)%%WW#]LO>SH'^%SXN5B9[M1?WF!-
*6H5Z!6W" (PHN>?4I\)[RX\5FF1PKQ_[ MCKF*;^U70NF.GF)>U/J1)*#6+A2(_=#'!Q6P MB&
(\TUV7QL9V>/36<_)#85]C+AZE\P0Q$K@$/PH^I8^N157>NI9+*+'C8S;L MM.E??
$?/C;/SD"X:D:YR;\K/$KT+]Z::*:D(8.ZKK6,:SL[Q+%VDEK]0G+-@ M"*GSG:;95!5/;#_1"M V.ER$RAM\&OE ,[50M:5?M?
4T[&TQSVHNV6E36VNL ME2YP;6E ^HYX*P%);7JQ5%3;M#L :68=SX^]=U:!86^*!QJ'64&[HRK%^=^T M@&PM\;N$^-
YAL,IB#C=$)86S+V[,OUV=Z'*:#H>7H]G%;#89I=-K-53CZ>5H M/IFH\]'EU1[5B0:#7];W,ZICX2 O MYE1D;
[TUKL]0)A@6\0\@]FMSJF!I%PLRE,3J*>&3#M]IY7-GIX.+3;=%ZVD3 M-
6AO7UJLVI.M,+G._.+^22_2B\FV<7%]'R8CO.)RB:CBSR_F,_15GC-)5.U M=&[9L3RZ.SHE:VSNL[__)?W&?9_M1]:.@?
HW_&U>TM:3S2O7>.A4VQO)N)-[PO M'ZXGH,;I<'QUGEY7XVPR&QT]@7WP!-[7QA4XN@#?
MT"C^NJ16^!V;PP^N;6!OZ+]8DNJ7T E@!0\1-<&# /8V*]Y)!WS:YIX\DH&BL(3%>6MDMJZR%*1O3 M>QLY3Z)GX*WA?
XBWVA7MKCEZ$AE&P*OZ (B%@A/O?/#/LP]G@[]C2PI^6"\U
M2))!7XW,;#:]JW'WHSD6Q=TL_>9V3Q7BKX(:=)*@+._;"@A&PD^VA%3<6B8 MBKTYT=QJ-7TR.C;4CB;0C
8K.;0]CBB>""%M6S!L8<&1I;_PUU&B7P/^8XCI M2MU"?\L]"+XO%T1.^-<+_@B TCYEL"M7I C[YZV1_FFBK'_H>4U75?
VT6X_B M""<]9'9O06#W*Y GY@]0"-LUA??<]GYE,NH+)%[(!-YQ4Z:6&B^@)%R%[.W&WWGVAK^]O8[KX*
[I4NYA85W;&7XP1-D@V%:0\W[,UG M[L<86MM4S[LWY'$_/AY*(1/]9\;]UE M2!
(X(L@EZ4L918/%PC*UZU=V.UONY:H,#RE[6A/!;X=<+33W 60EW6NDZ?E> MP*T[^9CG-)KHX0LD+?
O'[M"#Q!Z,A)81@,_E$5::*!R/P0 5AQ0U[?(BY$H:& M9?OZ-)]?MNECN_ZX#[OO?Z($J;63J6B\U6^2S7+9!(L.-
FG@_F$4MY&+G MO*K!5I=YC.NQLP917AZWE,^^\?90?F'?U2,1X9_($W
M^NH/Z$@#N3Y(SF<[]XU^85ET(Q7H)VG1/N-N]+5A^D2MJPX1^#8;$K'T1,8$ MH NJ-H=$K"IRX+#";#[-U.75Q?
SB_&J2SU0Z2J_'Y],\'9Z/+J?3_>#P&0P& M>TEC,[H>YZ/)=*[.IY/)]&)T/;G.9EF6YI/SX>SB:I\PF0-[6O ?
MP5E=I4;]U_^8(2%;5C7YG51 (DV5X*/ AX(71:\8I9Q#+\3"_OROGE&E3"X5 MJI %=_@&%3*<&DABX942IT
8>QUZ79_0T3\6N)M'=6'&XEQXP7UX>'APS=A$ M'\@C]0[5?FZ+!Y:)Z\QLI?H\-%5Z;SK"HOJ(B^JT.](N*0T])'6^+6#
]VM- M1=ZJ^WJ6!+ N,"OTM.&;4GE5/K\=&?@H#&2U?.(]4%=ED<$N6#B6W:,0MB6M M6>EZCO.X+DWTQ?
&N^6/7H.F]K#>@MF4PZA;21&:A@M:9_ @[.,(.OLBQY2\[ M6^TVV&LONT&P ZP[D56WN !).]O:
FN#LD3:01'>IO^ZZCQO+!^<%UZ[9#:%% M^6DL#]\;&).LP0/ LR=W^J',^QD-7TG1._A@WR;FS],5.5D')^>=RF^AC)$"
MI6G0J%<7C2 3[[_P"73Q5V9H?>DW?CX#0^FPZ^Y(%0H_LZ=80Z"SKG"@ <2L ME.S]U("*
[*7+5;]9[#Q^+&\XL*)+EC8#@./,B*(;#UY3V?2'M:K!21%F9^@N MP(:."YT<(50UA:-+OXI9B9T^3-N?BB7)I#^0B-
[3QP("1BE'&VW%A9^ANS?2 M;2;2.1F/0M0E8X+8]*KDYU^<-VZ_L@/2_0";LY37A( M#
[CK.1VK^=5U>CG.,S69C]ZGV<7EU3"_S(?J.KV8[T=.1J05]"YH#CNI\'&K M8-YJM;?6* =T[:.6AZ8WU/L"@9
S1NCCP8EI$@7X3)1!H+/FX]-2&9ME?I^6 M=!/\&_04&E\2.J_13>TL<[8,'PP?]P_R0YGT:2I/Z>V,MW&:Q%#JST18.0V(
M%V_DT_>Y]L;DVR-X]#Q/MVCRWL]\U".\B2U@_65UZO/0 MB3$H&F-
"P^QQ.!)!,J"K%1:?!+?;//!J2O\YHO+7(7QJ+'ZSK.;Z<7UY.\TN5
M3_))>C6^OKZXO)RET_/QU61X,9[ND>OYBGN+].)5QZ[B;PJ>V+WNPKNY+^ H MA/QF3^0L"%!:IV^ASURH@E)*
N6AR(0W4K$<=9\$8A3>/XFB2$U]*ZZ]R9IM MX&SGK-]M4!M6' WRT@T>B K. 6U&Z?5:MS<,;?QV59U3@4EJ/V#RL
5PU\.6 M+LSWW$D'REC1'IT44&"%MKB0(1)4\F#_+<^CP+W#4+.&,'_M0N,/F/LL/[^1RVHS5]$7/3#88'PVNOJ\,?8?-
HR6OLJ(NUMZ=^L=7$"W;'@MT++6N ]33;,Z: 6T6J%R_=>-XB[M]HX8/HL^#(S[O_/L-O\-M\ MUU[#1\Y=)!9(XX55B3'U-
CB6$62+6O$$8D&+;3Z-:S')A$6P9P2,QV [\5M5 M&;94NA.%2^(B=U?CR K];7-XEGC S*J*(T7]\M(Q(:1Z7.:B(X*+DJ?
VMW> MGX09#""H+%[]/OU#.=@,/;:09&:H*NYX 4D-8*L"HBIPL$X_UI)VV.0!CA@1 MV.=%DP&.MLR
\V3UJ$PS!SU,XSVQ":Y1W).N#7\VO74&GK9!/SS22K+[\M;Y MV?6.N6\XUX6+C!(._D)+NH?^./*?
4U>4+,NKNEKHC]R^0MZ-0^M7^+E]J&'U M854M5)D,WD"ZNGJ")'<]^,=Z52Q0?W@?
XO)_0E709/LC^$=+6Q&P(Y$NH3TM ML+CA1V$FZ9]"JE]_<8%#TO"0Y')([LV0)/8X.+DQ)P)9'BAJP*7U50B^/,?"
M&UYFS= 8?:ZLRP;*(Q!S6?ERB-STH]R7T.6.SQU$@)C!IQXI[1CH\TY/9S-/ M,VR_;?D ^JXG/\0?CM\#'P;+K0W",,SIE
&F9[%(O92\"P,#8)$1OWZ$VAQT M/8+^A7ZY%7LZI%%M,7;F%$2P$4X$BDQ[Y1_\X#;S@! 98=
MQMIZ8F&,='O"!]F>_L9ZYI]#XN'3)L(5VU(7EDR1&!2Y#0]Y%=$:(SB!^,OT M47&Q#8=<:]N"'Z,B
2&SR8Z3^E\#96IG1U2(JU M[> @[^4ZXJS$J2D!VS0>?F_-"E=*\=>C[T]XN( 2@5C$MV(6Y WZ9=;5(\P
M0&88=V5N,938I:>Y+GE5^=WM=MH MMM@=QNFJ#AHO7-BTD-#5LI8^[VP)3B083=M+\%#IR[4"B
$YS+#EEECT,8WSS %@6V2;SC1O/S94C+G$(Z8 #1V$.#

M!STI&$7!:V")1.#96),IOA+VF;6BE\U@WUWTJ_/A,,_U0LNGX\G5)$WS\]GD M?*C4Q?E8#4?
97KCH@\'@+8@.&NRF6QZA%L5>N:;Q$V#_4BC_\5\;W6*P<*K. MBH9*3(_DZR$W(^E!YH$];(F$0)Z]^$2*
<4WH+#D/3IEY#LTD6&%^!F8W(G^= MJ+B?."K';F47EV_LD+4\V$/HVVBLS7(255/^BX?D-(T=W>\+H&;CQ3+DPC5,
MVY<Y=29>SN4+=;5"M&Z)KVZ@=^-]A=V,U!J M]@$^U0HAX)4/;JF9=3NV[U:8S4__I'KH3*#1&A'XS.&$7.@RC@_>#
M5^&W>QH 0(@0O+,G>TD4^"R,>BA>AYWBSNML?%SSE*<#GN+49L@\Q]NM TM5 MC.TOVAQF2L32V!
<]=W5K>T6\"EZ2A\/77,9X/O(VK5E7G^#/S0)8QQ9HHJL% M+$?TP?5$A8%'ASSW+-+-BR"ASPF\")UVF'85;12&R M/I
MI85M=XMD$;+5$.BW75U5\P*R3 2+\,_G>J'G),#@O^5V_@;SB#$'#GD M#80__@0AI8$*
[1DMW/G9Q1[0_]V(#*?/S6>]Z.^+.36VUX\] MPFC%2924NOW60:9J!NL:N6'83G>%FAM/&-
)U<_T)R*/4_*>Y7C)E!CO2_(FN M\V12/WI[(4-FK>;JKDWF&?\49[=IUK/OLD6Z;O0TZ(-2GVBTB/4_?_@:&O!;-M!
<;/+U3EE^GE<#11:IQ.YOEH.IQ<#R^FD^'Y!?QAGUH6(!1>%K7POJ$]J$5L
M^AZBFB@P65B.%\W/OI1RWLT]N9_NO!:V^[E$GZWIX.+^MZHK)Q)NY%T*:.H/-M*#L5Z[,;Z
T$4J&CYFF(,X8*;A\GG^TF.?&3W!\PR<@(Y\[/I
M.FN:-1:@TO(/^YE(OG&.OJUYG>U9>!&HX,H'.E!53UV0\ZV8WO<]TS<SZ;6Z&D\O(.$WO-
PK&\=K_6?'#730MNJ7@,@#XR:T.&"8 M:,E+R+=AZA/QF'$2$R 2C#?)$*[5,143=#2H'/1]WV)-O:IOTMJ/0:E2WK/0 M'U,
(20IV(&SALMJV%+J7,,3QV>A\'W"(*Y@F\D:QL[:=;R!7[@_FD[#=NC23 M,$7F;! GB3R8ZK".5(1%*#%9F"5Y?6#
([O[#YZ,LOJ4*$I']DZ_P@FJZ9,BG M GY5O[])VXD^5R(C3_%\.SX7^:"7GY1!VNUZ*N)MG5^6BHKN;S27HUGXTG
MP^E5/AK/K[/+"W6]5U[+.X8'@+GL,I5ZP\#-M8F]X8XOO3A-E1!L3^:ZE@& M2]*TD%E;;6\ 0!=?^,$A1&I6[:?
F7)>AT%&EZ&=V@>L)-*!$4'#FA2D333B0 M6'>R:W/V;FZKII&OG"9R1'VOYU@+/-8"7VA-TIAE#EK-
J]#+%E_"H&Z!7UJ+ M?H!5K=WN.X+^ND^8$1 ]( PJ "?:0J2580\@Z?9'CX;!<9V MHD&/[**;.O3VZW4<+/+)?DI>XSJT4
MK/37G4\ODJSFZ/+DOR$_PHZ\ W'#?QZC7R&\1KA,<,K/T'?AUY1<'MI$HK#7 M!@K"\?
#SY,5152=,,W&O,>N)Z=G3YX(V)>FJJ107K]QK=5"DX-G-VY8M9+1@ M4#9LZHL&61H*6$Y]V%X5WD<,CA"K$(01
MD&(GYPM!(T&*@2&UC7DS^&7W),F^-II_678I5N)96_?PG,.V;]C]=(ETCSL> M[130-E!!@ A>E*P(]$^:-T]\Q
MX,+L6YH^VE=NTOW!]["]C)=4GPI2H*E#/EYR]@5[I;<[KLO5799$B5 M8#JMXLQ+>[=C9/O*3B8?#W 6'[8=7U*WT?
ID[>GBK!:75+?VU/S8(>ZM163 M'/6K61 QU#"CHQ#O!?AA!R#>"N9+Q.+H&4FQL:!#U:S@%[XR?K%; LL-
BE%6]H.^';EIRVV^,\-+8Y/="LZ[BW';A.)?%EP M<7Y$%S]M_=3?#&0EG5C%JK5Z4^G.^*93*X5_GJ_)PX/PM%$6JN>=-_
+^U8-YX;R'$S6IE75!CJ9"QKG+:NX MK9!5[@B#F3:2N6BK-Z*1<)RTL"C;"9*M+'X2Y,Z0T4W.K.VE MNFI"=P)#F\-
%FE$N[<6W[\P!>?DI?8FBWIA6<4618_7O6/U[84!"RBVF*!^" MKF%EVCZ../,W5:)).7<>;QW!2SLBA'";/Z]
<@6G0HA72(OT89GF]C=J9>24. MM&C0:B)ATR:LS])U779M7S( =VKA$G,;B9 )/#!G7K0N7KK8<>%L/WX9_D%
MM*A%GCX@)MP@'-)!IM>57A_UDZ.B.SVUAVI((]?O0Y/1];G/8U,;HV%_EFD. M^=T;\V0]?
D+E<[!W/577<\C'8.P[3_(7>!A?(*FUX#MS-<'6D_D=CPX^^J:1 M/;E-,,Q;RU\8G*#@!BC;_'1C5U)"I
1^=!50GPA>1K>BA7H"+B=HH'H7KU%] MGL78,@72Q8FS^Z05$NGL-FLEI#/"2B.5H-
AHGHS8US6\D92Z]'H^+4TFNI*= M$1IP8+3]3%IVXS@9IGA,DNJ R;]-2_VJL@]UD3XRC_/OZ[IH\H(Q^GJ30766
M%],_2XPLL1\)/WYSKT'"%/"B@Y@H/_).)L_RNIQ\%2M:SX@ MR,J,1]]S^FI5?$?M07JKPXC!5-?KA3).\.V:V$0]]B-#@^?
DK2F\>)^NZD*' MO#?9ZA4R'"?CIC\>[4NDU:-9+_4AJW)JR\%=UF#.3&_SO1FL\[/QV4YY[:H] M*J>,QF>7NUTYAJ.H B&
[^FD[$6-/*AZS[#_E[-Q?CE+Q]GE9#(=CV8SI4:C MR]%T=CZY'(W'>X7]_PE[:S_6^HIS?
5"]*9J9]I[4GXHP%_P:4)XQ65T4O MPIR'@!WFBIJ3!9;<*QF9>**2,A5%/;C1D=RB0(?#=T?;Y!G-(! WZG[
M!^O1>,E;IXYA]2IT(*KGQ@#=X$]R8K5S;HG/'?SJ6S;;]&XO7Q!\>'Y^=:5&
M^70XF9[.K\44VG,XOT\OSO=I,ORE]^%69$3,I@^Z% ]Y/'PK 7:.E MHFJ'[>6+9(A\2%]/,#?WRC01C$+C
O@HAU6[/\13RN&Y(,+K5H^+N4M3#:RZ M:S<1@\D*=3YIH[#ISP*"V]*WC3"-#1"VAPF%RN#TO$#.!I&RZ,6\0,?
9;!T#0Y^@/Z MQ_7]TN:]OI&5\)'!AD,0NJ^/%<*[YW(^CDE:!DY:DB:3;["S(8=&KH];1%7 MCF)7IIVAW+8\I8T-)3)
<_@>!T>!&^-3_":.*.TCK WVSF-@)A)[%J.QJ0Q(0M M.#>P:6;IQ M[3>)1I05\>E#0)BRJ(HTD5U/=]JJ-(@X-
H0;SRVEV.1E>7<^N_3B8G9Y-9ZD MUU>3_4I&O"L+%![Y0979G7[]/P#'"9ESG_<"DAUP$!6IB<%20UF=>I"*745H
M(:0T,D.1=!L&=)O:>D!HFMH#&-&^09^C;),]:6>PO T3'/KN&Q&N%6T;-T=VGMNI$J(_M:Q=6]*^X3?
ZN5R\TWKZW59S=I]@OLRMU,1VJ-)V/)M>7^70ZNLS.I].K[/)B MF@[3/3K57N^*LDOJ@(_L'H*>_>R),V,.?K
YGG:L$OLVUK5A^69=4H/\BF3 MS6LV5V1C "?@+HP4G>6FGTT$.B$X+-YR#A]A#%RG;^ B#+QP 7]9+%)N)/9H
M#'W.VL3Z+CIPJ.9S0 @*B2LLUJ@Z6Z3%/3:!, ;C8_I)-4'N!*^$ MGXV&.RT?
$Z52IXO,0>9[&T[^BD3B"2E]I40^J:=\C$T>P^%@>79_-GB;-OHO M)>/O!'U 5.BGAM6*&KKG2EC.%+ MO9?
@BY!\1^B_D*0\Q32H36&:5L"=0@R&.R;*C_'6)R'&DM,G.'-FTF*FHY?K MUFIT]BQ)EW-
PR@:AS7+-4'Z/H7FPPE@\A&BJW!"TF+_;AJ@^R:((>X+5YNY[ MITE[P;D:@N@,3?P@FK>9RZ[,C/Z&E@#=%5KH5?HA!
M/)CM$[^^?B?<%M 3T4%YQS(R34037D7FX%%("ID7*%L 2,!&8]2>386GE.H MB,I[]61K7'>^K3D:^\\I2/U?
L:.I!>XIR%HB0:)>%^7ZWF=[_TGE&)T1CNO 86_N-NB\T=4S[ZKRY.3/MI,BMPA+#U.29^H/GJ!#:.FS\ M^"FFGF.?"
[.G*$YI2V7\+#U&$BQO"G5T%;DB=)^@'^SMW&.A]UCH M?2D06TC!!$X0K&SN7LIQ59X_["G(^%
(!5<5\9OJQ57@MQ'48X-;),20)BN MZF*V7MEM*+86_.CUWC/PO$S#T-X_K)0C(7G/ M?
ZH&6!3UT#Q1:U!#K6$;M'5(V>>>:BC@\-!K-948J%9H$7?><*:L4[!'"*LB2 M_$M\,>1[
\M)SH,DD29/1'AA8"C]^Q>K./^T\:.,)>KM)F)CIHG/FNI,^^1%'@8C2? M7URJV=75^'JB_YM-IL-T-HZ')OBQ*%!7L+[3P4?
8 2\$GN^+;_R\ MU#;K\IJ2 EHD1Z'2@QOUJ->:W6=[QV>CW;(5IM2T_*H9&]5I4)?H7D")G\XT
MQ$AP0.\9J]_.M51GI^1;S8L:T@J 8V"JI'U(H>]\>+)30DO-23W3-AM$)(7.Y1-SD&^DP>Z>6(LR)4]<
MX.=,%GIKV#V3CLU.!W_[RW3T/;0!U@\JUS^^Z,&QZ;V:1TZ)[)K96_L MP?
G9=,=EWT!LTF9*NP4];+94=GWAGUN<[G>;$>N!K0BD-CX7N;Z%*1'"5[+< M'26I?P3U9[ %G!&*0AQ"BQE>I"@-
TV!90N'*O"_Q)6/RJ 3:4,CR0J9E60.B M-V,NZO+%HSI3\.^7#RL( OG'7 M$_5E&"(]E?L3_$YV'?
QFNP[^)SMVO4/'VWE=MM,[OH>>Y97%?!*#],>ME*WK MFO@4>+N]IZJQS3<'Y&^"Z]\APPP!'/Z
>*^6U91>%"MS?:;>S:GV\L+Q%GW M$C,X/KO>=:P/C+X1D]QACG'.JT<5BAQ_23\XN#+?DA>L6#2\L'!1W-H"?3Q,
M0**U.V&X._5_R$[KYV+U[,2<%+3(NMOA2;L9WX+%F_;SZY$Z5F?VH3KSX2ZMN7O8 M-02]767;L7'M9Y'FG<"SLA+
<;)7J71@P,L@#E+3HG!>=./8GD4,Q?0:%+0'U M=ALX:H3P 60?Y;_6RK+A#T'!;30>J8W([G+U25N-
0H@98U,H>!EJ]1UV(D#I M5[@F.I@K$[\C 9ZVT/.DG7;^NDRK8>1"-]2'B?X:M(8ZCZ3A5G66UQ!E>].A MR1\S8PA_
0%!/3[S%LU5YRN+2S.Z(7;^$GF'OF@X(43TX<6WB&<$\+U?^X]T
M=Z*"'''N%C0=.B#S&WAR$P'JXZ^3LW@S&'K0D@(R4A:/&9"MMXW&7,F1'MD"Z MONQ1_-&H$C9.\(V7OAQOE5 MQ"
(8DAE\F+_P"@]9SX4W!T3EYL$ M@6EQ[X#%"#XU4Z6:%ZYMP)P_)Z42#%%,F0W[%!!:P)" >%Y$QZ*6TN*)(@K,
M1+2:8:!G 3T-=.FP+ 3!H:5@X*/YX-1K;CA'46]" F:RIS3CEG?951 M3CHX4JV !Y^H=2L,<
9NT\$*=L%Z_I;FL/E,O[^)4SOY;Z:7P7R]X'J.WT2' M!:74O/>=GA\;LI@+$9>O\6^EAW@!J\(XW>_-7\L5PIQQDDS;M$?
CYZC:41Z> MZ&V@:2A%;"T3VYA*%=H^3XF@$J-K!==-:$1?2[F6:(EX C$#[Q) [XN!H#@2 MB!B5/E. :%UPIW
N7%P$ZWFFPQ4BFZE%NBZ,IUX2S>])&BD;Z_^[G%^,KO/1 M)!^/KB^N+F:S/!U.KX:7U^>C8QH)'V2\XS02]0%((W;*-]?
*C\BHP-BJ5^J MP-Y9+N)"X^FZMBD7::@M'5?*.23\S5+5+$=I/BVVK*3LJ\U'A8OG7=[V7R6V
M0!4\S==X#NV_NL8OAV> [A?%9&2^#>H>%IM<^[(#LX_<6%N*"&07%[-A>C$: MJ>O)I;J\OAAFPVE^D>G_'Z7#X='.
[4.Z'%AH#MBP'1R[T8^+"OUJ/>X[;MW] M-4:C&A",N!ZX31UP%@YL>"><T*5V /9Q3N&%@.XU@@G%N;HN0\2=D?
X:*+*I! MU\4J5DN7:VGYXJ?/MXI\FRH<@5B MH2#X-([0"0TWM&S/?P@((=AF!^^NNU-@B+)S02=:W2NC%$4M3L
MDA.C"6[[_TY+_?FG1-^I+A;)X+_7"V+<^#5;5:!SE[NIA.I:3*< R-E"^>=P
MXDQE3TK(X[5D6\0&2>X@83.YA9DNK:RN\NRC:!F>9G-D18.+KMBS_ZQT3/

MX^AZ6OKA*/F3U<7,I3'@<>:XNDS)=5TOJ^9%#LNA6^_LP*PW']X.3;5[VQU/ MA+[(PL;U;=+!PKYU1F^-NVH3 Y*PA?_Z QOV8;IIR2=\N'7GWXSO\,1$A8< MDA:WBH1"\|\'-O?? K3D)J(+Z> 4 DMT M.C# NN=_+)0/2]7GZ"UA?5IV51 M$X.EMC\9W&6QH-2VL:/TT\F3NT,'C4'\#L"%4*>/)=)'K!<+PA4:C'8RN-.+ MX@'8;-L6I6W[U1\W2]6!%H,H)S'8S/ M+LYTH,.E]=@:,Y4(GS*J=74BV4A9$",69!LS-P\7AL.4VU@#846#^8 M[WTLS>]0? C:PC'V'A4>]H(@N';:!WX@27Y"PQ+H8V>R6@#(?L .%IX?4FE'*LR5- H9S^.'@TT1HW!F6(2+&\U(PGJ/,%@1LU+Y0/+C^!?U^2*#MPX.)KCB#\|\:Z$:![IL8Z8 V>*-[%WK0SD>00- FVL]#WDL1YJ<>R:4C' M/;O3'C"X(UD%8#U,*QKHD%=:;U@S/JW'\:6OY91!#*!$&QY&7W51Z @U*^IL M?0]^7Z;:@ '<(3Q"B9.%2?1G2O4(B.O:46QV;DH/!2P4]DA+C]U8%-A\?1%N M?F 1KM?G=,#AK0T!;'#2(>83- '9Y(I;\-47:'C?:OW08UPQ^TGNS^@J=/_N_MIM6!K6EQP)'!>FM-VNX+5N^"E@H#0R+57BL:1A3,F[*V^]S@,#X;3?9)9N K MI,HB)@8_R#KRV\|C'/+%I\&]?J<[ $?[M8WAV?!R?/&?;2HBKP65@811W>'N M*D?@/F$>S;5C&:OZ"@_R^8$9O6 E.]VP_3[3=71$B[K]^.1?XIG>$T7 "6X# M!>-;B[*<.\LI?N'[=9;_X8\?])),J0:=447O \HM4%I4>!OB^=*&J7<%?-GA M EY:^]=__-M?)E?? \A]TQ.U(H+#A5QE^:7T>CX:YNGY=#*9J'1RG5Y,I^G\ M4J6CX=7\"+G:!\B5/EV6Z]7!8TJ9^M]M6QVGZX"YT=&XBPNL(AIHJ6)Q0DA> M<-,PA!.)0?T$*F:RAP#P0R%:QQY6S- +&T*)NUY4BE&W^>70T@6.>X3 M:CT:E.O[&<7G^%<=@R\;Y<3K_>J-OOP/D&81(=#SGN$"7NW\|A)OUFJ;W.K1 M#MC;/U.5DF*5J=)X/C^0)>V&:_MFLZZ<#MDGO MXJETZ_;;S0RVI*IMQJ/:V, $)D'1#KU//Q7WZWLJZ14G_Y_21 MY*E)NZ?5R(5L.MLR)&!RV4ER.5R\I+J#9X5&+OV,SD)A/$^8GG00(UU*!FLG MYA(D>85B=(ME33II;:43M= ?;JP"8/A\M=*^6&G%"?#0@&@0PGT2A[NS!POA MDE8NV*I7A6H&E#"- W!K"M27++*U$"Q\A_'$0$Y>ZQLRQ^2DQ.%1F_WO4%V\J M @BX];9"]25]I'ZRZ 33(>8O$_;W@Q>#_YFQ' 71/:R*Y7I! M-0E^YZJT.7#0*:_T44'*'=X]372^IF*!CIG54SS9Y\'@"CHW[5*BRKJ1K:+& M^PP;>1V"2U]UC] (I.V993D\I5B.N$2@$4?.>AS/!TDU5J]JL*>^8B*]PJQW>M M!$2 Z)@F>V)(1_.DKYU1MH1^(R&@4&1A- #K]%$66)+14S0ZG7^4,*K'5&GP( M^Q,4!KEA&[(KX^'W"!30SX8_CKYW']7&!R"&>LE P3];UXVR:F>14I'<U@P;YJXX*7G=*P:3Q[ 9_QOXO\#1EO9MJZ^D/:$.&^MKZ M0-^^#,__S2>>.^[63,P45(<];>.9& [W8":MM_0U4N?DC@BVV[UONN"4G0D>1 MX"8]2OY;'X2!?P*[=[A!XF4ZG8U!]B@]SR>7:C;-_/AU?75]2R_'(^NCZW1 M>Q$D(IK2,JK<4*GG@(/&CUV& W4?32DK;%C BM/BB>Q'JM^%!\7R0B3MA!=L MVI_(\>*M+\A)V?;VB#ULL.*&"C\?7U\/IR,IYDL^O+_/Q=*1&T^'U]<7%'IG$ MP8"QYJ(=Z(#-0AB@;=$(@$4TN65MTL?(R2OM5V%O7&NH* (&3L'0V;@]+WB4) ML2!_@>PQV" 2NXQ'C+>$@OEJ%(;X$E;J-UOQO^[<_)&P0X8%(6Z9PA=YH8V?GS6FRP2AF/0@F T%-"/-MSR#HB5FM&8>2>=ZL MPL>]IIZ#F$TL,!WZ9/Z8-G>#'[7Q I\F!20T7E'.AJW8_62ZO]]^6E;-NHYT M577, <536;M;(DPFD:V=*V]!]GO)Y!27;G;,;^WG+],FB[$\$$6U9F8F D^WM M QM<\SOU29O0YM3N:%OBG3OJ0[\KE< 0'3,,+++>0,:0*"EP,DW=&7@R[X.#2 MC6&QC52U$B*-V>;(W>M%4LQWO48^TRX 6W*UM?/#26RS(!,NH:'B)6Q\?2$L M6-M @HK^"T()2*$R;2#H0+"\(T!.U,R[S@ZA8@>Y,6"&F*]7D+2VJUDDCT-; M1>"PJ"H.XN,-,\ES3"3?_N66,OP87[ M9L;,&K''3_XT]K8I/NUZ*VWCLH9B M/'5[@1!,C[1FS45^7^>W]J) >%[C/[%2C[G>WW7$W.0%,XG-."GMP01-S=YS MG]);_CBBUX[HM1>N0VE*]OE$ MV [N ABKQ68T]K@I3GP5J51>2+5 MK%^J\KLV(,A2,3@H"DLJ1E+#>DV2G,9, (0*'7R/NX6Y>H"R*V[VMW MT6K86 M. =>];FCB,3&M/_@G^N2?V@K7K88I'XNJ),=FA0 MXUI$W:ZVV3,&V3=MU'L M'IR(Q Y\L5JO!K<%WD:Q5%353A?DIY90FP\">FT8+B#Q<&.&+CV+T 8O9#_8 MI1!J7H\DNS!KJ,U<3O("+EX*UI^[@E\5U\&3E/]ME<&QJ41T#:)V;T>J#%[% MK%? 03(/7.C4[SQVDQI^.^M_P;6B*"3)*;8BH&_T6GA.?F>EX804Y)SZ^Q).6 MDD- 1UWI=P59],OB/]D:!MIV3F7SII=+&V^[_XBDZ%\|O$6/5 MDW07@J[Z2%IQ'851(%9!Q1BJ/7/(SW? =D#D[1;22(.IFZF[RGW'8'=XV9IU/ MPC*&P*S/E"M:&8-OVJ2 G0HO[Q(KCZC7[E1QY'?=;XT=QR^WGN>T>W<]8YO\ M"?=;]X9[F\;A!2_<\^WATX&#+CG4%P M&_5J3132$#&\2XNT0U5X1'J@@L19+656OUOF$RH3WHMDJUN%M>/F[=B\W;OW M7Q$-63CQJ&?(&5"4#S(>\- ,&Z&,X:8X%.UNDT)P)]B0JE&!S<5(Q(1H ]QD8 M_).!0%2"+03>S!T8(OS8LB]\J1SNB1-OBCKQ*6$C\&E%.VXE!.SC+_[" [9'K M$;>9*,$_Z9=+?9J7%P]G(.]JL3#M+]H638R#;4.=;V-T8X>PIRAI%'!M\?E)1E^LJKQ1E MJ3,\H5:>=493BONC_4^R; (<>,_;,C>!^DD[4JO0>1"=($Q MV,L\I#Y\BWOSPQ)IL-R%#+X@MDC3NB!V&Y)H=.ZD#]NP@H7=F/]KQ]+UL73] M0G,9.>*=ZIF_>CLV6@P"T[_;'&>2,OM9.E"!B7B%GL*AT>X'D>0Q3;OKR+-S M_; &@7\$2]:[[A@R5B)+9] .G:6E/L&Q- JG_28<_ND1 J[=@Q@D+;5#@;0>? MB74\]+U^UX8G4R;)$#P5^ M(NC4]DI8QVS((P9TK(V@@H(RSTV3X\3)]>FO'@A[5VH8#C\@W0 M$+MC!B84.+Y6G+%&AN0>ZA? 3'.S*_AX$^81I=+)]V:LP$4^_1-;K<\+U+;'V MTM$C^IR0V_^_$WOP8H/VZQLGP)J#5 M[=#508#Z NN5HT41/;''K? OL1.9'KQ6&>>XD?XM8"]$,9A=6)3'$L;>U2+K% MU>1,Z_Y,E6I>V(WLV7MZ..(>15'O EEO4'(%BQP(U@%J4;W.L77? 8\J%;4JX MBV"Q(V\'?\$\AT1V.X3[EM&\Z2=K@VE:"+QX@L%T)!GXQG:)2TH1FQE'BE?M M+*2>.>ZPC=:N\'N%0T3'X^\BU6T/=B\V?JJ?'U)-#GBTL0NKU73"TNM.&+FJ M[9FB[[[R0*31"=5/N[4M:J)+ [T9R,Q8A[&E72S A M"Y@?&I#>IG(CK)RV3B3?7#?K^5RO3&9$4XN"I'/IT8&S!OZ6/0U..DZ936<& M/.'Q1+RM<7[HP61\"0:PSID2/2M&Z7L33+B%Z.0G(2PH:TGREM]M$1VL?]HRU>*Q%GB'"%3K)CDWKW>J:C1PHN']WI M1EM72P791B;X<(6D6:"P2D;SN,&B&ZQ[?X43=>*"!(M'#SK"3]W (_@"ZR?:.MLF[GZ3MF2<.@%U3? 3!^RGO'G@"Z=%V +P>C"L647FU+J:[4<<[=EC!5?";F[ MV!Y& ,,Z:JH.M_0IGN2VD$KL:/+RV_1L=T5O(NBD+D0CC! ,XK&W9XO>GD0Z M>\\(*&<<<&[,72.^#)9G0X]XPFV#K3J *Y4':V-[B/CDU<4#,6[5G%.XD#*>7 ML(M-; [K>0W2BZ$M%@E,#NL;'U_[V<.[%JMG/H6&YBIWOI\XZ:LQ/L*?+L21X M:"7!/?:-@J;X)+[^R' 2\"<\ ]HY%4SK1+(3/BWX- _!)]V:4.SW00Q.D;;MY M/^X!*"A0W^[57T5X/'<;?B[I6)@=,LY'*#N6/H,BNY?Q7\>*0N_,%V%*H$FU M5I@]2JW? 3;D9N$R.>1S2Q*)T &YUN%[&FDU^)B_:ZKKB+-P)!K6?S<\$#AV% M%OH1:FTW;KG=,/ M]MPV39FI$<&D:VKM:M/\VMV9SRI+G2;^WG-GMZ9XQ6_5KRFWGV3%QWV;(6B, M<_C$3X1Q@,[8&R6K@YD36:8 M18<\@])NSMQL>Y>>ORL6RCE7 M(-D_Q+\RKV%0A&(58]BO3UC=7!W8'OF MO0E"8B43:QN=0XU\,.CA[GACO:'^5]$1VXIL.^-92?"2D;Q![HUQ4 MZP<'=3$W^F)TY*TG!E+ALJPQP'NC%SLVY\;Z1HQF%A,-8>"!L>G@K=XD!90K M;O *2OG!=-X#/'W0!R47PKT&[!& (0Y_,2)!9G*]0MD"SA#8"Z\2V'B'4P-%* M@<(0A/VVH:96RT6:L:P=%9KU Q,..EX8+$'[=:CURJ:($DG;^GA745XC#N6D M.>\LV6 & <8;4C(HI*??$&\!SY:AQ<61FJ>9UT?)G5PR@G]!3Y.8R(=OB\\N).?%?VN<4%%\$G==>;]G:]BI#ZBUZOJ M#.$,@;%@?E4$F34QF(J#H:R\;]I5@.L.!;V%*C.W$K( M :/1%;1=BDC2:^QD>TYM?YR=S;)GY"-", ,S:@83? 1%@HLE70!X('5%TLR+J M%V"S&QG1\[/IF3YG20]4AQZ0WB'<0S=!Z[S_712$H65F5I[[7-]+]N1&(;FF M8Y- LY5L3G%2N986FQ8PY;8J^A_42 WV]TW8_=U^KL3?> .V#O[3/E#9!O2/^_ML'E>0/WH<=3NHI(6:2"V6 ?!B$3E- OUPP@'@1S#:--LR7:VJ&M2AQ>!N,2); MC"Z_)!!>I,4"E5HK&,F8 H/HU2!+8BV'MK[SHKYO;#JZS=&\-_PG>]JFNZ5Q MA!STD\F[&W(\D^>&_#=('*#QHA_Z(#K"IFS32G.L8N]I%7O?]8B'5_/K\V$Z MS,=#-9EGH_1BFI^GTZOKR41- KLZO]TB/^!5+M'],/ZE#UEX^.)%>F=#:<1+A MI\ UD7YF8E&EEF/:AF_CT?>F2MS$>D/8+9)?#O6D@XO\=//QQYM7F"\[- ,G: M]Z92]Q/@*O220?.Q!VJUQB>RI41;110BLT%R)BPLFO"1TE10FWZ/61ZNH!CM M,H.8\')[Z> M&:,^;JLJ!Z=\=2?"*X[^!(3W7^*AJ%76/ +MYLXWX"'4+\ "L2:>,/S:V)[1 MNCSIU8= XM;'XJR)]Q;H P]^_5@ZHQ+DH7@YNUGE!&TK4R3<%\I%!U*#AB@O&!_&LY>*=7SGU) !_] M6S$0.N"R^9=64J7V6TWP)FXYVF%RY!Y UV_!*PU3?U*VH7_H+#D;+F'15>!_MC6RZ^*)$Q6!8XOK9])NUZ2TEMW>K_2 KEMCAQ@29C>A_T\LR75ADHQXS4 1P M+*A6RQB0(66UX67MB[{"@^;0N*C?.\;^7W$OH-4,M\J.#QXOH1%4.VI8 I+1<)"[)+LM+JI:Z27N MB ND3\#^3'!*>QVID3\6]Q PY21[I@=E1:VFN!-7=3%;K^RI:-4@ND]#\S>$ MP16.R,,=BXCT\1H/K?]2US:_K$7/>2JE.>#%3MU1VCHR MICP/)3[FJ0;]3@%S;P%:[+E8MU^U A*S<\@_D !)92'+.H26WED_W"=UK1<(MSZ/#_P33].X;ID=W6,E8:$?'"#I_&+D,)K_%O>A@7?TXUX'JZ# M@[7J&\V=C_2:L>2J?

*TB/_F_5T\0$:T#!HR]H5K!([%6(V0%UN:6,K+-K"+M2 MG)**\DCQ^]f;$RRW64(R3F5>%8 :$R)F(S8]2*I^9$] [S9HB"]\,M:N<->U. MFM%-]/\7YFX.CQF@3MKMM5!V(-1) 70BE/Q2H5;Y+7&3M7WY6%9_*67UPW=O MGUMO\SM"I2D21*"RSKXK38!DHW[>=0'P&\K$D7,:6GE(4QEKR^VWUIA0(+(C M#=C@$_)*M.ZEG2;81L& S["M(%%]S^L4$OD(Y^4S4Y]\&!"C^R( 1F;6DXQ% MQ],[X$+W@ TDQLZ%)WE3%< 9A@#BVH=M240YB\+[A .V-11G>=$;PK_ $/>Y M]31]-J15AQ'5'BG/^RC/KZQG+*A.MY2K#9+ZIAAH*M%!8:MU"Z];!U74>N.P MWRC<7Y>OV;N=V"@"*::0IUS@_W<_^5LL^Y;.&&()1&U<'4FK#9,%& 2R=_Z0 M<_EG;PJ'%/:NK2$QN/&LI73D>| %K])?D-@ZT>8ET(JO:A/4W8*"E? G&#-O M&IVCS1\GP,_SJ7X#/T$+ [(G&45&PN_/W(/MB&";:PEW;JN5TMD1A_+5:UR"=.W@Z"6VA>A'R#6HY M+2=S\4>57'-O$>1.6M\9_2KSRH0^D ESYY%3 RM@0TFU"U1EIM":--I8("^" M5Y*/$]>&B#+HA\;D!Q(WYWI\BA@N*5&?&?AMS=DOFDYTBRAD(\FJ=RUJ FR, M4ZJ7J;K.D9@V;?00>88 ^RU_/_U\RJ2*__6?%[._[#::&*\^Q;3T7^A@IN6J MJ?.-FY0FOX?+%FAH=:QGS [E8FN:_25@6=_)/A:R;J*B)40-+V MW)"W:PN#(2&RSU!T8TQ.30)CEZ,$>7:HHZK(LS2FP.D$8TD;K^&A^X@#;LC) M+^.'O/_T&:#!J\$_7LWY+ACB EE!V"CWAQ=J*+ 2/;-QQ2];>\/"V)CXKMGB;4\,DC%V39+__Y[ MACV3D&0 7$^)\!G(F!EN[LX %!J?A5^S(P[=F]&>O7[W =$I],]7[QHT=OIV M^A]I><,MO\3/$$]RQ/X#D$]YU-GJ>4&(MEMTCJ$)? 2ES0,[ M>QQCP_N.'=P0<@##;[9UYU:N;;_>W=787M]E0"*A%E@7.9@\&1A]3]WGT[Z,_+LW[X]3UCMEW\&G(*_: [&9P7_-BHQV^-*_[\+S M,)N-3^^A4:^"#\&:^ 29A K(6A/@E16'(_10*H!CV(_* L/F)"F!-'_OOMVD MD?;M?WLU-@Z_| (])0%9[+\,+)#:$-5# ,C#@#@%+*LRXW\N#==&KG)Q#*F[+ M"YE;C$>0@(XY+U\HL&RVB[3:[?F0AWB] [2&P@LG/@\@]T;R#"7\#B<44 6!O[/3R38?^@?6]][XPY8A*1F<_!*P11=EE0\F%*0'$2;8,>RU8;^#L MB8>Z92HI;-07T1[? &G=SGF&*?Z4_.DC2 E70P!7C?\O'C1M6NR8@-[TSJ.64 M,<=0T'H)X& 2)<*GF0=:V+^]FOA-##B:5.:AEZ-6 O]- C_F]3B/RYIC?.^S\ MWOH%4KFH!%A?UU2NQNB9 M.HDJ_20X^%!!]BNZK']{6H<]#P_Y,| (B/*Z&#I^JU<5MKW>M10Z0#8;__6AX MV@S/V^[P:.$T$B)&!.&)6[#B5,^./*K5WL2&P/GU2D'^%T.@($RFBG#:0C-7 M;T!Q$CCMF C8771EIZ%SE_GN$_^Z,6A6Q.NE+ #4VO#7=7WRX?S#F)MW\/=P#GLL,>2)N*A#U -8$LJKA7B, %_F M< HDBX+WEP0-%?[OM9*A*(BRK MY&Q27% MBBW!P*B05^O$B-:WWQSC!";3=A35=MLGCKP;\U$3=DX_&O? O22CT\TYYIY?W MW!09OD Q2GIH($4!$I>?%.BI[1O_]Z5UC&6L.RBS#>LZ35F!>[.U;OC!LG? MF,(* C9X2X=EC6)M UG@;R"-E=MIWM4?U*(2[O0G.2>?X2GIN-#0VQS@&^6E>_/:(I\&*;^U:0O_=:]9(N7(A&B[4KBK14M5OK5\B4 M52JH-J_RQ:MU'G]5&]N^[(P77F]H\G/>ATUT6QVO*-SQN,+P//VJMN?K)<5*?WH M$0V7I'ME!L%F9V_"XMIATMEM8(8M&-R.!T]++Q] [^DN1'GGSF[QAV'IO5% M>Y#E_)C8.N#N%ON4-0TC>$;G)9H:9EKV6-\$U/8XV0T*S%%HI.-)X.0>H!;2 M(KS51AG<;]@NZ$*]0A""(,]Q;;=?Q2'T8QLE*7.X@I,5,%_ETQ_V4O?697*_ M#5U4^(X"CP7)-JG+FA*/H7XOB^ JVDQ@Z^:#Q\>'0)0?/@;L!^P_;^LVYTX$ ME&U#C4-<@Z2=0F:AL=.8Z#*\#=,E#C\<*'!? ZHLL#0Y70!UN/XBEF^!O&8"_5JB2V?>#I3L/EL,=^>STORB>\=2G6#HRY7:(1 M5&[ST^R.G^7F5TO:T2;)? PJYPE>0W3\Y@U3ADV_M8UK^0-/R3R:] D V57@Z)W%\F4RG*KJY4X^6<*0<+'(M](?/9N$W=O^A^FCW,^GU^,01IG? AE/SL*+ M<'IQ%IU?AI=A,IXLU-E1'^<0]'&N;(SX)B\!9@^@@C?A.L6400)YKOC^*01T M9OOQQO;IR3P[\9[ZO!]&1EH$+$U*FJ)_4MQ&!PB8D-Z0^#P)TQN&)9&(I,AD MJ3)6^EBD#LF2_5!;R5" <30*.WEM5WD)=AP7]B<<-617_5:4))#I=J$:_J6W# MBH!)) ?1#M$<)'X$#RE\),P:E6>M#^;<-1?$/_]F\; W09<4\CF06F7Z*;^: MBQ>;@H>.,XK:8VN; ="ULH(:ZN:'B/L \%WS>X_Q$5,Y2W2J XBWS.YKV M9CO[;O.F_]\,O8[D4P55"4C8&\+:YF(ZV81?L=$UPV)U5J8 ]:'8ON6.ZWRI MWU396-K\8K<)::3G9#Y#WH]#EEAIA0:Z;0:VDN%A=FJ0 .$&+2R39FD8)5=0 M-3!US8<-M6@!<9I30&QEI9> [_O$%Y@2>FQ)6W2_8+^6P2\4T 'I=V& 05FMK M@APG7E;+)=RQ)$!N'2<CBBF]YI+#>WJ1MY^PP9T,!AL9! MG>0^H(8A,BT;4788$.^48VKHG#("CV:$8\]T#E% 89?)UU.L3#YE?&G2.T< MII)W@!M^_NV73VSE]0? PI[]A2&%_BF22+-C(D5>#);YQW>C7BZ'+IR6@@N!W;M,0%8 MSF;-Q\ZR$M=;/ ?&2N)DZS7V,HT6LUX1TA[4:?C,6S*Y] MJZS22F?]@U=^8QTZ8( &U7_J5FOX9 ISP8 /-[<%'EU?3,X20R6,5$+;6ED M&.KD\'IQO['L[>^)^8)@# _HOCERA%D4_(K3Z]#'E<#!15RQ+V_%*O"@ "E%6!-D_*0MI ZN-X&19>]..M%9NSIN=X;_M5 M=#0%/Q!J{2],2_(OC+#_1(\V^Q?;M3* B[L/>GOSKWK0GZF^@M]8=?P*OH> MPH2?TG"X?T($CV%? CRE<,3<&FGX2XRP4>+8P%!X%BP&'%-P9M&VCI9[PI0\C MJC;Z(?\-Z-8;1 K8F@A>Q\0Q>*6A5SB']][I5:!LR):$YYU! ^;#WF#1IWE$ MZ8IXFT0E$O\YC!2QGA;+\(>8M_II><*61D>-\,I.#_/07"TV5J@>A%J$4^_+ MC8264+HGAC4NR?!AK<$OSZKL8%8R-W?C[+L\$TK5.FFD:R48H&:.S.!Y?3Z/FML(IL 8H@ MV5SJ\8YR2)'1^8\N'>7@^"T<<4'OI#3'1<=)T1*8BCRZ^>K3'J3'"O9SJV ? MC)%U?#!LS&*>!+VZVL*NAWN,O=MAAV ,"O3K^) 3V&+%"E;$RX*U!2@PC[7 MEQ]/\D:0G8+<+J6=@WH':YE3ZSAN7.AKB8WPD,FL/4!P$N-63PFNQC^-:23] ME#H01+FC@-NV],\Z8M@,7@/AT2)$&DT;Q9ZLX'UFFIC$=*# MUVE"%_] [E6^4>9[F_!@WTO((E'BX)0A2TEY\5[TAH0.I0%!\HQ.%. J(%.( ME$[-T^5@U.DF^Q:GHQ%'J;"G1SX=C'GJ] &? F[!SPS_!;BB3HFI4"O=^1N'OH.'(S)21=".QA\'=+-6)UD."Z'5T]B&"T]HXAF8&DEEC+ M6=\H<3,RW AV0+G$H"__5:O&=J2[C !@7A>'S.M>M^?L-LOB%I*-4VY&%WM, M*/_/W3JE--2\UY,%B^QUF'W% (@/_+/T5G]1MOL16%%N>6%=%K(\[:9/PBO7# M>AFH5MRQ9QT\%*P4O!5?4K5=D (6>%?G584S5''77? AIOU_%&]I&:^>[Z?<6Q MP>8REM^51$+]9CXVH:5ZZ!3<:.]\U^@I"R5C'.3RDTNA]MUEMA *CB=QV>I=V M6(!/A 2E>X RV+Y]MRC9SRU7R)$[;FI@G_(-WYG MG=>W /NC[E,<0MM03W-/0!1SWA9"W:S0V:)A:.]?J MM%E0UPHYU^FE\Z+6SQR($0J,C0P5A8V+WX)Q(+(V<91ZM,/Z#(AK;V'"*;,.1 MR;3MXEI1'$_X#E_@TB=##'3$>P>=D-S(#G<0F?#>:41]]I8#RK[&-7R:2.YF4.K+ [RHG;M.D%E_^D55@#/E/'WMG*H+2?GVW$3!Q 'GO5!G M)[Z@4>HFWN!2?%LO.# BD"0AK?2;_BG;W)0MC'H-KA=9(> [3M6\27-(IU]LM ML0W-8]-Y;FO3[3VW"(K4 >]K>TSS1P2,"$ &F>[\98X>-0SL">1EU]01'DC+ M\1,\.K61;XH<- L*M8F@A7%Q/QBN<#""T2_.$_%31!\?TL'$,3+F/G%+DK<%- M2=\D$*OE@4? O>TLX<>$3N4A+>EWP2BH(P+_.@1K1++&'^G $6#\N8 M<#=WM=@EXK&L])]99NEZ%M^E3D7)/_@@69[&.J/, 89%8()S@5\92TG+"P4]+PI:7&V+4Z* N8_T^\5R4M%Q+"B). MB[A:0<(Z5G6L%W\&U*/3314BV1OO+L9W<*$B% >N=)RW=&.RW?:Q@4]FPWA" M_%926WO'\MNQ_/;(+=/I] (#P1((3@D'9%D_F&)-^XYJ0[PUED$$$;(FW6?W M5^)'CD7G#AU^!VGL'];'.8\N9V?1*%S,+B:3Z>4H&B>C6;PXGX91DDPN+XY] MF/@@9_OMPZ1S-1F\ <8WX0U)AWBIP%\&QYW%+SZ-W;%X9P-EKE<4W>I=^'5P1 M:Q%R+>XYF?39EOJI H(%$.R."]KL' %Z;2P1VFHXT,-0X;SD(-16UIT(E'AD M:K7O6F*]40/W.*LP9I4, <.9 **TA9'#=L6<4.W;-]?;0HW6P&)(+HKC7F/L MA? 6<#5%LE$"E"2>/^I;*H)4Q$37"=:\2V'!ZI[[5B^)^\#D%5GD:@+J2F5.$ MX]&$<3$7^*+? AK[8$''#HPPY3>R':%R;F@.+M-#/J:,/ ]"R];7W@IKZB-$X MZ8MS_H"PN);JY+N/>L_(M0Y+0V\ER14+//&$+8FG4 =$!? (8+Y:<7# 5,<>/ MQHQ@>VN3#0]AC).J, !B=U;D"?=U4& LL4_[X\P,1=K^ZH*Y:!2ZQ$KI=1=T M+#SLR#41,F=&Q? _REU]?)H904>FPO2BX&Z:GN1$;ENW';1.[]1^[\.NCT+,% M;!>0\[(&]I515@HF-=AFMTV2';/=@@IC^U=+Q>D3[7= (,=0^U9/ JE^!$C\^ MD&OC$#AY*"V$9W5]HSE8W0BO>F'96U7^FJ($,2$R]%9J($2HL1SA:X8[C<[B MF%%N]O>(_W .\!9XV4F#>1:/!/1]5.(-@WE.@RKT/EK;W>60H6N=,W/2Z%YW M]S[7(E+DC(S]@;]9!&A=NW ^;T,W%EKOL?@?? >J4>*-8B)3;4$ZL7TNOA8)N$YOI^>00Z'ZF$NZ!KK6G6D:[M)\>S,+J[CHUWM^S7G/[76L[:P(P>TA> M"%5+"]F$H]= .#&A%0N=Q.J70C\P)W9K:IQM_ZXN;C_=$G@*4]GPV5$ZJ MMVN17 )J!>"9;!^&^Y1:)T8? Y5=RBAM!II9L0>^KH3>'4'."46!28#.X0-*4 MT6BP/EV=RN&^2!?ZVB<7WV5%3$_% [LLWV9M=I.O__O5^>D,O@Y^AG:MEFPK M #! 2WMSL\]UK-W-J@1ZHU)[*+LHG'>UP (5:2G(79NB>;,,] <[BCZ&03%W$(-S1IG:C22>GR%Z>#O6I3G83 MCQ"_[.%$=JU6]_,F+ B%W%U%_3/.SP/X]#T$H[EO%$OVEL/<9/'C'^+E)NK1;!+V. +4#5H?P M$'ONW7C? +*B#Z:DPU^189$CAA$F^%AP1YHZLUFK-*#IOW./2HMTS/,%4.Y"" M1',]I*D@M3],N^$J/*[+%4L?"P K-(!5Q9EG]\,]&*

M2JJ#^*[YP$>[L=5N/#?#\0%]&::I_PS+.BR2$@^1MRIF1H1&6]B>[4A7CP,3 M->^B#.L4<,$KPE);T\JXX;)G63'9S84-LPDQ2.*OM6S<%CC1TUJ_GNZ/'4:& M,_R%6N6WA/\$"Z8MW<:ZHOK%M .<%_6'<%W/NM=Y.^1HWROI!_I'6E[(6+8TM@H3A1G2PA86L!Z% 7?P.I,7I#X.VZ>LBK]9$?,"5T"U.6)(#;Q[0#)&VQ7];/=$LA<.P,@HBX?U^A* 9X1@M3R%D0Z)E6MX(Z 6?LYW< :VC9>WKTHQ/L;QKNPZMO8,:^MF03T_3V556:WB> MDM\.)UL+8."IP)R$=S7X?GZB?C%$4-)2!)"J%/D5XK_#%8C$H8-US[\B=1347(?K M^8>*8+&N&#KA+FO1^ 7M%_"V.I=PV^(E6)%]76=O=>U868TIP@3P7]BQI,( M20S*/33KA.LWS$RWRWIXS+,=S:K2+_6P-<2^KX&:W*;ZNNACT&K 17)T)+8X M$L_-C[!KI.91T-K;KPOQNY2 )6@SO:P.BM-6)\BI6*U4UEY-:'W#EB '@,>9 M6S<^ENR.);NG,Q$_#&B,D7$+,)2J*A#:!@X0U$&,)]S#4O-$VOS\9++7UVNR7/37*%WAL >3;!1#I&+=>;*I%O[9=\8=AA[_[]/A7?CQ: M&$A6=M]2O3 F=."
<6)A)$VSDTQ_'8AM0)CVI2T5Y@T .3WWB.IT(=@P=/@_X M0\?UR;MN'\IM+RTQ6U<(UVCG-YF)PEB\GX M?#Z;3"=1N$BFBU!-YHO+:'0^5@?4B#\8O%\NU74(_L4VK_?^4CNABDT,EB2 MSQ7Z;
(,X<)1.084A]:1GGZ+I;^C&KE6V#.\6U=(1[3%<4SXZ[WFQ7;*DS2CNA1V/M]
M9[V,]OBZK;QPK2_2Q6K/D^N6PK_NB_/T]/@_["2-+N>C63B- M9]'B8C*>3:,X5N-HI"Z36:22R=D!G:0OF=+&X9-[QD[$EPXFPH>1=GNTE<8- MEQ"YEU?6D0_&V,&R<^_,H,+EH'KA>T=V[YKD\#(ORZ9X6TU(^*@$RXU)W71(MF">R_:!.=ZCVIZAU$_CHJ3H'];:MA)N+[-?3&:U'CB$M1R:)&:]>TK4X?_>.YX@ MGXP;>F%OL:F^)1A3^Y2'@LT!UJ@.1AC^2%'M(NU8&*M0,CH.L=M04R>+KTQ M>3[,5]YN!TE%TZ.&:!Z?H:B6#("8:2E>(68;&(HPN V7E7*!NY;KVW Z$'8C MKY8)I?^%]'"/:OKLQKC3$M0'$1N%P7;]S25_-* M_AFH#S3N1\)?!
<9(NB:P=6!J6>LX7,85"VO[,ZS/W0H[YI"F"=QL$C&"T\+K M_0N29W9.#5H6"4T:2ZWFRU%*?F6,,'CAK&7%+K@)":Q(PEM5ZAV*=,_\R[N; MG'P^2LY[QPW5,!DQ=D_B#;X$;8W&Q$4?-[>0"19(6M(\I1&% ,Q@Q1D>@&F M_ZK2A 86/KY:+_-[^,&HPQ(<[B8M$I*5DC8 GUT]A89'EBBA;=[<_B)4($]( MC@X+50%RJL@7^H["X-(!8<##<1<^-'BZ>E$5,XH6*N<+!L!GB?A]D1=R)_CS M%BT TRZPTO$#^]2N3KRSMSFYZ7:V.T_3EKMM9>I_MCFDZ?GL_/PRCL+)]&RR M4)?17,VGB^@LO(A&H\EB>D YI,'@B]Z"1O#^2O*COA#VX1[1CXB-WW,K@B_0 MZHGI8/;X240XQL_0#IVV^4[,^TM#2;[CX3V+81P$@^#0QJ-/<>%4-,XG,$X MWW.0C$2C/IVB%(*"UFI5+R;%E#LJ?8R$R%.RO'<\1HR$ZWL^M+K<"3=( 1"E M;@1VN_B306;L*#P6&&.OX!?J4@LLX&/@5]2'Y:1%YM)C M&#?-3MJE/*"%?I2)AV,3@Z-1]$X(CA156"Q3)?V5?CD][V8W:L2N$.!1DM;4 MKZPHF@MRZ"ENU2XZ'!* E#6.(/YPZO^/>,9K9!1A=(7;7X0B!P,C:NBK'1UF MZGG?QN5H68[>5H>WI7?1-20:/;E(Y[ VW5BD@W$LYW+(VLV7X?NN=?RND]NJ$/CG%?NO-Y]#<]?Q/V MCH]-:W-$'-O7R9!3\U2E&>&Q]L+*AR>Y;0] Q";5$;T-'ZNP9$H4O/MP0,U< M@'N_@R2:\P8"M6-V%&%^!9B5;;5H=BJ8P:@?)]ORD($EDRX:&;Y,F_9C7_01 M=O-HA=XJCI7"RC_X;
<97%PBK#U%S>XFZ7#Q$0FB7K"/=W+A.HTG5#\ RI?=G M":?1$9 D1--D(SQ&@P?8$D2#V)26 F\QCO,B0:(VX5A*M"^E1!6OX)E^M4JPQ_\1^Y".0M>V5Z!:!P0=T3!W+PQUNXOX=I7W7/PS[4',= MU<+'CN,_J0A4I@TQD4AY:+-F*UY7/4";HAI__(ZQ4BLFRV^:3('O:*F_ =5 MLLKCD3'A;6J1/8='YV=C97R>3\;#&;A*-%&,XOI]'YXN(R'"7S\+" 31;+MQ(H"S_<,T0>% 32%LL,8NE?ZP+V#-/_GI^/1"X^2]UVM$_1F4R,9/$$$@X J M8)*+O0)\->4R(X>4:"MJ]D^BXOJ;S]R<>]];@_"M]ES$BBJ-BVN=/MZIW4% M*]XI@IDE1L!G<@AHA94UTBKP;!*UH@WE5^(&)_!)IF]LG3],U3BDK6B3/N92MJGYBU7@D(*H#R#T6N&Q(Q4R6[_2+I^"<7.&'E"TEX-^3CD#M4%D-QF=[IC4 M A-B%]-&)
[X!8Z4C8SURIAGGY)MC%\/KZT)=@S6S\7,4+D/A-7?*8L!W>N=P M'==F/1BLEU4)Z8JVJ]ON&5.5=?@X/9KXVF*BA>U-\)G>MB=_#(6:A235:4.8 MGAA\EG\[I&/2/@1;KLJP8<9IY '@/[4*M'QN =G/_G?W2,_Y9$A&KOB=*#]?\CV='?%#_JWH]/%$N?Y6F$/#H ?\=,5-9E0 M%Y6G7=7ZC#UM%OW&8*"^J;B"!0'-^$R$7;H/9QLLL1(/>$L9E0U(62W$S-G9MHSF1]4XLLF)-N*?#%P6 )%.1ZQ4/8T!#;"0A\(_5:DW];K &]!++F&F:7F4+ M*T%C.3CLWR;UCHQRZ0;ZKVCN(G,&6-*O.[UX[O02+W-U2YX*TN%2BY3A%W0F M"S\#;XZ$@SJT$X]GUO7T!1.#JHBQQMI4DD"R;+ L9=MTVU![T]X+A,0*R(C@M]&/1#L,1K9,E])8:VQ:6;#E.1KD5!'X[:/)IZF?9<]099VS1:G\1GP*(>2[@ M>_4'\N(98RY:]T^COR,]V>O[MW-VMYS'4E8>2W'H7.E4IKJ S?1_2>(*V@",VH?VLO-!G MZ0G(Z>@#SJ@EPSF+ODRF?>]UODQCHJ)%LDG\EZ-( 0Z/=N?1ZB-K1B+MS.C6 M+/$R'#3:46[='7S$9$ M6I'8*&*WA/H.?I^6D&#B H!^"(@$X-]TV8"UT:1&0S57(/*SBJ5W(,U4 YY;-,-LD+EA9F M^B'?,+[7D+;1K]SA=R.NP$#AP*3"O#B(9BF%^^K1#;JX%KWJ(:S=D.EF["T M+!\H2H@[EQZ4Y!"@;K"\%\(X(AN1RL7!%+;/3L?[Q8&BQ3SNE\[]TKUA_NL_ MY^._ "UCH4\,_2^/H!*F^0KQ=)).)3X[]0FD?15H&H+C:,./BUZ__& 5DT>W]SDN."Z%UP/ M'4%]>5SG>3(P?5[ &%'[@"@HKU28H914O>13GWR(\IYVYO$.M>DGXV4?%>|&M2#3ZF7/&".S1<S?: W09TS*M(93$HDU]G-I!PEE2!6"K8 MDAOGUR=FX0+XZC9-'2Y5@5L%#R^>9LNJDR*N"V&N77O"M ):RE%V6)KH>WI M)B_T<"74?P#-A;A&[VVP@VF3P3@K)2%*MTTE/,MVS5?_[45#_;"1-+L^\1W.&Z; MOFW3EP19I]CP+V[$C]TE)!]@7;3H_M4RO&O;&!2S#QPWC2"%!(/%4-]*7>)' MQ1VSQ5L\B++[P.1QV$OK_*I^1^V(ZQLL?:>N[6@3)&R#+-1@1S&=!WXBHD+T M1U,^7*VR\G)IWE %_CU72INSPM[:=H)STG83?E46DNP,,H!%9&MSC@.V-@XA M[VQZ#IZ^T,E&=QD:$KADV]*_^8ZEVP,MW;YHJYA^Z_$E0.-/FPW8!V\MSN2UO['3$95OGBUSN.O M:D.-<)Z\4C,1WM[ 8UM6H:/NR%.ZS0)TFP B?<)59/KG AN$E!RJ2P*XMTA@M^A8-_6:15] M:\K-!R8EJQW6/TQG>50EVH:6@>/&)D#&!=\ E4$=P"+#A[YY862VO!H9 (X_M5U&9)FE8I*IL6M2=BF.>M?4], ^D/!M9H'/1MR56"8&-;X,,RK#_M2H\[5SI0
M3>KE=VV$CWDI5H@4RVY!I.W:+$KNCRZB5,_J$@JBWA3K3_RA3RI<>WIA"9N> MZ35=<_2#H1+H?RE>MD#+A<VS3.(3NXPUT@B\GI(/3= +PS=JMD?>:K? M+UVM\Q+;9/";<(^JT*Y9";O:@;GEF4WX()FQ\PT\K^F.\!/>D\[COH8!VTWLM)6D6U7(!74>PK2R2T+;N/DDVYJ==WTEO[==FN=L+^[6:OV?5VD![\!OL0+\-MER@;GY7FY";H9$D9=^?+0A,.W,T97L'F\/3$Z\5/W\\X_1TZ1#1N50IN5JU6 M9!Z5J;SA6H&3
#0F,4D!)UAT;US&)MX45F*B%B%L(P:8Z@LLEFG,C6WZ:6_3 M?&GJ@R99B\W3#O JO..M9O_L)%5-;C0OW,*V6;_HO[15+?"==ZWM?H/'UEZ\6$F_J!\.D" M@=XZE4%@)2*J;NHG(M@8?YPHTL&S*W<,OT*MH1L'(UF?\4P\$:^:>EPT+^3 MK3L$4]?-]_MDML[K.W#;#GXT@$YUIQ7JE17'B-T+A0:Y4U*J+DG2ESF#O*I$ MK-],+PUA#G+FY;4^KQ=TO/]V)_633]3=;JD9<,7NY T&)N;UN>5\+K"P_;XV M.4ORMP,J*QBH5X&$0M@A\57C@-2BZ4"U;@%/)W+I]CKHVZ/A'_:,W>QTYE+ MZ8;0Q+S.G#BKQ31-DH2Y#6XLFXS0"W4%%7_LFES,Y_/%-!SKGZ*QFLU&EWMNFSPVP%$#7%OC M&YBI*\/4!H:E 9=YQKUQ[S/ 3:?F9.[M-6OK,).3MZ4YSLM]'4R%Y&+OK*L; MKQ\1U]%).G0;$I$T54(O5BI(TR%^\WU95G".O0ZSK_AA!&LV%R52N#)JU.LGM7%0%(V3:9E.[H=BA9KF%LWSPEB-1O2)H:O5=Y'?D*) 4BBWCNOE0VPII';^\ M,.!JQ.R*YN<=OBL2%B#$9W25=K?2O];%-&]O*_M?G MV>GXH!R<<(:@H?%<>-X<74GR,#RY7-:&]N?NF.)-!26AUSU M->FP&/F\2FPT#H$^=%GCB8+<);X],$/R,&I@7YMW6K" NOY,'0+ MR$=NT@V"KATX>TI$LUY$+?N,MF>I\ & B(R&A4Y:K+L !@">YT1"'S<=YL.FM,ED?@F)-A_S2>UI7&=M/^)FT(5P',TR=H]J$6,B(N?<*.I[83V,WOC8\!9H) MXW/66+2MN 9D<6Q/AMF,#VWNH\6%_+(FDYV6)M]/R:W:6UVVG.:_5@Z&NG)K;].Q[_LU^OP^%=QR!$VVF]5GZGQ>SM(ZE'\E3 MD!:8,_0GAJC_B-$$YT=OU=GV>K?UYYV:L^J$PL382)TLQ.-M"V;ZS8<-,; M7V!5QKY";2
.AR%PWT$5CNM^!V#/BI\^7;M#_XY;"N/XAIA3N:+27BN5*CB:!1'X7B1Q$?2LHN])M[JP2+IMYG^8,&'_V=OD7T>12C6;)V50M9G/]GRB^#-4Q>WL BVC+*GK> M25I3,=-K5+A/=ZJV0;\HV$/2=J]9=&;7P72C234&;2&M*.0>4$O1#"A@)=,*/L+V3@@C;C2':.P9(:O\DB9UE'M M^_&/2U8Y43'WE?XW)CG@4__QOWYS2#DH$_F1A"7@GW]W.1#VZ9;5E&7^#-8-ML35>DZW;)VO@GRY8)!@DU?)>^$L(&PW5>Y#JOM4CE*!D3$J0#L[=^%P8%EWR M1U6D99+&DD>GZ*J;F^6&D?%K@S/@3E>"&0$R.R\0U:%(#*45+<8&*M:[_!ZR M:+5/&OAT"#FQ.^V+H,PLW &[COYN1 M87@B4UO[Y""0>&GLFW\Q*(!5SRB('X:%,2/MGL]"S.HMN1DL5N$$"H0JP: M=&,NCUKBAW]T&Y3@9VP*U@MESVPM]8^E/I?I*8R;U+;0YU3[0$E-^$$-Y1"9.68X]'O>R M<;A.-]JNEIL_NI3C_&%K4,9UIQ2F!SQ+.GR 2#*]4^H]4B C"PL2VBND(]8MDS<60J#/#)(>]AX)6);C(ETSF#.7?TCT!QT#(GV*;7-Z1M?H(;+&7EZX39S< M7_$U15Q-OR(<\9GID= -+#L)75J[#_HNI-

*==1H%,*6V:[M)%W9FB?N_?6 MW?UYF-[;E1WG+%TK"+Q ]/KR0&,/%U^^Y]0*
*M>+E,79B4S!E,0^=GM,'.+C2IB+$RZMDQ%?X-1J\ MEAC#X38MEKQ\$$'(HMG"HZ=?+0JSKT6UWL0(A--*
*GT"UP<]+BHK$3QD D *3V M0J-GS?Z5K/-<#P<3\RW-Q W"VU!?P#8C0DYJ@Z]7 ,X'UKCX3/SN0AL+H S<*
*M60Y>VO6F,<5(HN?P<:.S/G20-K!R4A%@P7\R&*\Y%O;!^$K03&3>YP7F%KI[*
*MMP_S='+XX9I'$^Z47_4B/H!3:6>FQV;!SC\D6JQ@=]/V TVUBQ@M'8/0?\)! MMH)"2Q6H#E!:TP1PQ7*
*!9)K0@#HQ7#V>SZ&T)!@4[@ M0T]F*;@#'W6]H%58?$:^P.// -2QW0<(\.*@U;SR %H3?@T]8:_:-?N*
*M;\-71$YV52B'^<@&C&TL 0\]=EWN@-2EX>FN!+&M1NX &D#HK;=<3G;4\D)F MEP(DH#+A@!N;[5,Y+?)7-,CW&-]**
*<=TD_ZD+2]Q)1M/#W^: M7^!IT=T$?_"GA9P-M+9:C5NG7='0]-N/"490-?RK6'IV;IT MX_8Q9'EF[U(*O09K-"HE"^&*
*LO1^ P6TO6@?S,:VVOKC$/U5U2 MBD,0#P]|F]I@B_=2>QQE=(\UU4.QNMU<#X=I=;^D&R+;_&B.=[*Z6!#9LY&5*
*M?/5>T>1{3U4O_D3M3V1/L0,.DLVD[ )%GZ8S&G30C]2(2=SRH%=&#&IU1%Y2*
*M3A71^S4YH6_5K5KF:WP=\Q=]F;^%?^C_?E))R]\[$]\/C]7"W-*1X:<%T(< M%%283!4&"R\U=]CNE]X2C%=&HP*D9)'*
*0WVG;1E6DSXZK%P8T2BG>X_XU-E3 M_MVM2G[,\^7@?\)EI8RF;89\FT*X10[&[A?\|-O[07>!5+_JRW.DKY^927\G*
*M*,+W^G>1GCO GAV>43\6(?7*>A++[LYS/2'RURJ$JKP""59D_J* 6G^3DDEZ M9Q-MDV +_GQ,<]IC#K415.+?*
*<]8D&)RT$AOD)O]T783<:!]#,$+Z$/I]""]; MMJ8**1Q!^8%9@!NGIGA^M70Z^X[N#>E&MOBJ<_*H^4RENMF6'-*
*M0N'+!CYD MQ/A86N/2T!F?Y(51(0!"N:5*K@W%JIO]#"EAR-GE_HM;@F2P+]#W[7R5)&?P M9SV/0^-*
*\49["YD;OPGN;/+'\G9PR]LILCA1<:^;6_M;U-%UV\U9"UGMYH#BO MB@U1IP/&G4: B*0W>>$!INR'*
*(MK;^TG=0S:G[,W)S;=_6=4&#GM.Y0GU^LJ M@Y)# :DH['$BDLJ<_$YTKU-R[TU9U=0AS1*0(LJ+=#:[Y1 .TV9_";^I?*
*7N4 MP BWT(%BP>E142_%0,@6R@QOS2;\II?\IBJR/Q\"V^)5U*A-$>!^@;(J-7 #*
*M_M(BNQ[X]*BPC>E8"_.A3UV[VQX:5:ZI*66I;L%I@^)*4)<7##K>C#V\+O;H*
*M@)\1E1$6*3\&9Q:X]EFHAJZ+KX]B81'BLV5Y9C $F+5^)55!"6==(I&UB4\/ M3/MG>KIGXK!>)SPSC:"_9PBW0-'@4E9=*
*[P9IK2=Z=48?"\YD2!6Q^KP\B_[' M,[/HOQA1%%P4:&&$. */A(0<7>FFFY0U+\#JMPRS4RBR.6(:"A8?-30ZD-PJ7*
*M6&S3EU";1DU>&@N\KWA5.R-A2(J%]RHL2A LU)I[JV*2(&7)PC.\7/VWYX$) MH(G++6E_T-), 5;DV>*
*BRKR&@5<$#L8H.2QO!@OHG^Y[T#RSQ'1E8$$7>@0S*
*M]M@*11G"=P6XS/_UG^>SOPS^F5?:&/_ZZ\>![QX1993]BH$4IDM[ EX9LCFC'*
*M,_ECRLJX&%YX@_=T3VL%+6O##MDP^+?5(7*>S4GD>/SK\G8E1Z-&A@%2/'#B*
*MMJ:,.LG[\&RF+GXH]Q9+HN"K(Y/^>G7U$=\\+8&T$/"$X.P@,1=*:8ET!F=G M4$=N>2M-O!UW#X1NR0ZH'0L7'O+*
*B0C%2_"=%USJSC(!E$IM$9B_VG5@1#'D MU4Z8Q!4S=T@# :^UD<+Q13XM>-*
*A]4RDEZ9UPR'[OCC0A830[#:DU6%+CQQ !04S\)_%$$ MH='5,Q_8^EO:!.2CFK]7654"^;NP((9Y M)*<*
*K6K$(M!PP>-7V2*\S4E@VFL^*3O M^O69^:X?\F:JZ@V:V7T7O5"^;_Z(8E$@_3)0?[_3/JVBY.]G;'UXB0P"*
*MRV>VY]Y]>O_Y:L_;ZZBFW9[X@ULZA1])=/0@,N+# LVO@*<_A-8Q@HH[A,W15H#P]I"7KU_#?PMZ&Q*
*M+;_77_NX1.IM?.B_&VH4^*VK+5>ZM-;6W4P4^+++:D<-(!3W2UD?]K(I;X(QV MWE-*
*8H_U[@@3',;X'B@J3X!600\Q$QC+G3Y":2R!0OG9 M:#1]-9G -+*($_]&E)LPLKG13N_0(27 'D:B[:;4-*
*7RJ^Y67Q*J_Y>7Q.KPHXOQP].[.RB4+@TDF9FM' YPVVP0%B6MF&PZ[D"2WD 1Z+[ MRJTO:ABYX45X6/_Z^^A)U;+_*
*M&6V06]L!-R$QW-\K0).O(6 B)<6W0FP/[2"IM/=QLA>&?Y-CG_MZ&5*/'PEJ MZPG"#@]W04G&B5^4J3"VS%MC4U.*
*([MT7W!.*PR-\7D59S^IK5_Q!D8*PV11 MKZ:* P6,!%2'+T'P:=MCI+\M:[,?9B]OV3S@SWEC\.?:\W_>(Z[!C/M'"P:H*
*M[01"!QB!ISI\3X$FYDXM%^!Q"F-X:#]--"_A*]\@]K=.>AC'146YO-K9A:?5*
*MX*]%7JWMY+9##U'#F!E2S&V#S&B+6*XA(PL+[S?J?V^#[UET3+P,TU4I MVN54&-:.DH!J6+,\%LY]V$/M.)**
*S+IAC,T8K\+BH\5]$Y/7MAO-^[<.@)&* M,D7(A9ZPF*ON_.H$'R&AR38<8.==J7IQ:R=O1:$YW\K9R#B5*KL.K^G@#K$J*
*MK;X!K9%X (X C,.@$!B)3._D]XK4D]&E<7/QH?R_S]<7AO:WS?T-R*',.OH6 M]W?]%X?*
*SQTMYBO(8YGL[WQ6G"NJ_^EKM+U6R3#*>T-[#7HS.H.IFWB8O'O@R M+S#:7SVS:/_*%C2X/V_?*
*Q>$/#IK!2SIYD+ONWDM3=_"[N+'_9%1(2*&&M %, M*;:+;C>Z!ZOJD]&V-&\+DT=7K_@+W W9,]L-3;J!?*
*2.7GZ(MJN;8M"=MVMD6 M:OD-E_TX:*NR?G3@9(@E0+;J5_TW+,,F."Y[KBXC1BNP*85+-.>7 4E4$*Y M8*
*&>'[#6MBUD6 V%[S^=^']G>\L=,ZMM($H&M +G!X!;UYN<>M7"#3_$L7)Y*
*MK%P^TN1UAWB[Y*FA)=/:0^P!!62]$V511P'\)=W8)%TF>HN$AER'Y280$ VQ*
*M>W*_@UZKT$SJU/*L;0A\'4F*RFX96;$&AODT9I1MFM"7%U0)=&I_@>V-@-M" M)AMW5M :#&T'; 9;*
*[0*"71;&:B&V0;'$M*5[*AA)4B'XRC>6;19ZATKD-5'(-MEDK>AIY]G0,>B; KJY4.S+3O18AG(-?$B-=1 F"T:0(B.@RKM!>Y*
*8Z,%9P) 5(6 PT.M25GR=(D 8"I:I66)1%5I27A MNP-99?09B?;M;ZDZ_+_#?X=%DE>EV0Z!OPCX'$4?M>,HI7)O*
*62Z6*C6RQ4> MN$@AH@)5%HB<*.R-6^@ON>;Y\!J#S"9T>H[$)3*Y.;O7J0<1T.II!@-Q[Z=.I&_H M3V"A37L1=\M*
*RY%^KA8GRN-8^1-'M!L:N0WF)7:0FN5O5#G@+#>]I900^R!A MR4>H>T"NY5>@%-=?657+:.]PUZZH :F4C:PQ$/H6Z*
*5(R_7S^ZW"*2D\H?$I_MQ&I=_"I[T .%IN<>*E+-'2OJK6Q?62*I4)%^:SZ;#5V2[!-5-N,H@G5Q?YN31/#-5T&N*/,A03J*
*M^3,+U-_C08%G&Q@>O9(.*&OU^-X:$Z/K#W,F.K5O&M.;2A(::]K\._DTZO7F M2VW(Y%.8]!]^,?*
*#DN&:RTMN8V0@HLUL?:FO0)R/$3&/U60K))ODOQL%S[VHM M=13V:Z, &[JD_8EG@2+C ?X7H-*
*T!V,ZGB26'9J*#8@>&:(F7=^1&QEJU1PY* M%Q >9RRP.*RY(A!?ZWCM('5^@?9E_?@K+(O4N0^*\9$Y2 M:",PRF90"=*
*('*Y#A.L$KVP4C>P;4(K#)*'-%&TQ:97 K@S\H%%$FWV4C7_(_M*
*+.UHEA@H:]]3ZX]R='!O]EDD0XMR6[T&ZM/QHNDE?6[`35H.-_4-8N+TP! M\A?NT]5NK"]TF_;Y7GM:JQ>X/__US/:GT?*
*8?'&,^+Z3]?TT(R^;]>Y?+,9D M^VMLKW>]\+S/@9J?SDZ#;5/UG7.@3V'PA0Z;FI>0VEDP(%[MTH%'#4ZL.AC9*
*MZ+L")B@;6AB"V7@OT$@6S\Q(ON8#>]]T'GUDBG^*;!DR+ Z0I^ZD$'TX97*) M=9)2KW>9*-ER!1-S>-'"*_6I=Y !)*
*(L"Q*Y2+J0V?(O_J9 A_47MGQOF@8U__H0"I IH"]C<+I5BR#RL+\ E! MIL1NCA;5(R)EB%SJ!:;^"-*
*DH!NE'\N$O^OXEU7_D$ O4#0KW(2>V(K#K5#D M?ZC88G'H0])KO\SSKZA\:?'J=&R9.\/P'&$;1]C&(Y=T*#I>*
*[TKLWR5QF"* MY7?Z?-)/5]B.YAUD8=T%;=F!W.H11XR#V>D$,4@.UII^EP^'/K$0NJ!^/?OJ M6L(@.*
*(Z(2_@9T1CO49QM1D8,_ M@:R[>79,IF4MC=4/8H:A\#M)J4#&"FY,M[$I*F6M Y7SS 4 )D$BNGJ*L#.+*
*M..?]3SCJB(A/0^6D7'_FJY(V-[$]5CUN0YIQF&)CI M2R=8K-V8!]%>MG8YEBJ$M25$@H^WD6MMC4.F*
*H37=],$GYEZV[./=52D2KEW M5(\B>C41]B/DY8YK%P<& G=QN.05] !?Y] 7&(*;9\ R85E6*U)\UA]?INK6*
*M$*B8T$5YRY1&72\$ZLO$J2DW<&E\+X#4T**#*BN\V"V\LS-#6"J7YCYO0CS6 ME.ZHT579=DZP.BO^:^E>6:*2.*
*<&VWQ@$.%J:='"D/4ZIN48D8Z0J V2B+2IO MN_T,8=ST0>?C7K.(U3/S1S]HZX1]MU?(HTFM2A]0G45:*
*<0XH@>V6FKHD11YD MZJRJGNFMIOYA'HV^^ @-(/=7: M>@& E SI0G^:X*/4+NJ&KIX>(X;-S7=S6\7PTDB1E?*
*H=X_/!F]-?3C^=#LXN MQJ/3\U?CT3A@2_34 I:63:^U/DX]ZX[8]VF2M0/7HCSIRB;V=LZ9N68DHO23 M[;-US%,]=T3/?*
*[A1NWUF1NTJVZ2OWFB+4*'GP(TBX'[KAU;S& +^3L%"'D!0$;6L X&3$W"V>+P6O@@^>MQ MN YCSB;7Z!H-*
*L1$$JC@&NJ.]F94'_3%_H99G>D#O4^UV56*D,_F./H 23Z;U M'5Q$0#Z;.JEP,+@8#7X__7SZYA30/**
*<#6*K3O]!_!^.!TO.J_G7J H,&)W 5 M?MSNV_%S#RT-/3;GF+YAI(&]&FYY:*0^<5M8@$]?;WLYT1@BY9T5K>3)7\ #*
*MKO2*> L^]&;E>-L*_&*X_5)=ZX##(!'9;M\J#H"L?*/0"UH2T+;(]YWY_F_X M_0_YZ6!\?@9DJ-*
*2ZA!CLDJ9QO:&N7_CKV6@T]L0B7R_S&.,9H\$%2T_<#OB# MZW<,D&Z!%-#U#S# MR7PTG0].X*F&-)UO:-H^AILBU>*
*<&+*Z3&(!J^$[+>SKW>(FT& Y9&Z=-\F # M)69R4]$OP<7#ZC/K?*E#*
*27TJ,RH4[KUF425>I6PC&6>+5*BM)16!Z8OL1:@ M0%QV'VE3A^99@6X&]^*N ML^%"!G:?$WC#ZUX5ZQ;B6806-!*
*[T9PB#'U@:N7MF7MNG=^^_X-%6[3O,]"SX MOYAA"381!2E(S[$T@/U(4=,56'?XQ !?!.L7G;V[3N]3HX57V"ZLN'M[> FP*
*M92#<\G<&IC3I?!'J,SV@E)6%!WN!&^';,]L(ON"F@7GL&SP8>E*J3C(3-:2V M2'Q"3;\$GC*_IB#MZL[7O?*
*RIMT]L6IZ#!DQ5&,KV8WGP6!Y\M.E M[XNCBN! MZI]:_8YB[@_8!-O?Y.79__MG9O^O,"34,VR5<=YS%G/_R)*
*/'H5!U@Q",), MCCDFA_K?Y3LL1VK'>,76>XPVOT$[Z&.D.I@(O?3K*S?_FB;_[W^DB_-H?I%<*

*MC$<7L\GD+$IF:J;.9A=1M+@,SR\GL__X7S]FIIK%L:F>J3W-U=L?Y&*?HP!R-M-\5MBJV^T'_#E!D.)]_$%Y.;43O-O$CO.-#,7.)6C%,,@99;G%@C:*4$M:-M;P#!?4'FMIR&\1@-X:/!X-#7/0,4636B0:;38\-QC6_K.2H&@6#J-I@40@S-MFMSC;G0-[4@N(&R(!UKS_!-1E#+KOP3L/I?)(DEV?C4;283RZBR]GT/-+GX'2R._'_'MT6*\W]/PBH@4?U"#6_LS7.[U((2V*0BW4+V2"_RT%%9?'Z'W2_0-)"CMARTM'%3AAKH]E;)"3\-#WWF[.Z6PVBL\GLYFZF$\GH\E\-M#LK7TXOY^?EH/KY0T=$Y/8-]J8-S;.LV>8-WWU#LD+D@/W._RM^(X?-9NZ:V-M[Q@=G#O@5#M8(>7YZ62O()-V@T5U![9=*-SQ4-5P<'4->HSE.$:)LN34:348^!_-U!F-%Q=G%Q,UG4W5-MOA,21W-,YOAOL-TAX*8,F%0KG[$=?J_=M82@/.(R>?5;SMQVI*R_7P-8G5B-MZ:QC3H7FFDMN0(@UFA%C-]TV[[=$7H*YEX_^Y_\6_J'}WD\J<3YR!&H<@1J/-MW'5V=0U-QRBT!.7Z@+W+"\JS%PFK5QI0'>EEA!EA(M:.!HC^<)I1OW/(DI?R-M#_BV6F4V!--!E@[+]"XC;GV.P0#-P9QA)*[ANC/'R$@?Q:$^@*/Q^31*IM%D-MT4M-<++]8R/X68X]#1'*+)_0AFV-M=EY*'H=\+\-8D#7E-M!@A"TI+3'9,HUVJ$GE$N5N\VF-VPUZ,..4Q-F%Y%<**I.5789QBL7?N+@]+-MTGHO]=8-BQ3X6ZSVN#8HTI'HF""AF7-/APE.>0OJ&N1&LG($EE((D=83E^X-MEI<U,G?5L2'(^1-5Z4M?8Y-=$L,J2;>N4U"?A-M?B8G9KA-9%@W-RIS*^Z:9(L8!:NVKYB9H*B73/>,''8W%K_!GTN_,ENT*HPH-2-M?8FB?V0#*[*#9,<60-9&4I-\41CE*HK'-%*BJP;$D1A6'R8B'I8M!ME:W#%-C@,-DA_&+J M@04619AMP<#*=5I'#$PL&O*;",T4-U&E=,=PR[[:+T-M5&?3VK$%AXOP,EL+D3]YV4__/:>&$2@AI6BLLR-W@ZWU'B.O3WZBA*-T,:@-MW-^>\'1$B7$HG!7/V6'2D0J_N2LT&(C\GEZ-]X2Z!:U!\P+$=X:(6Y3CJC&J-MW4.!1P]J@:H$5K9.I&VI,1R=B;(J0"N0W9!6P*,^_EO5)!8AT'.N%9PNS?[VZ^OA\0[‘9=#:>3*+Z%R=M39W/4>NRC#0E4R1J9\!OFV?RG+RX9VW8!9+>IR%*=#7:[XWB1.D5MNK?0W-/MU&28P$(KBQJU3J<#OYN/21Y:J:TZD84C;U0GLC#RA:)6:U-BW64$Y*H8]!-M!YUZ!#)U_RH&'=.-Q='QH$@#AGP.:R@#TABH(Z>?;-GQL!Q_CZ:[+1,94T&(OA9<3-MSNZJ+)O?"'!?ZX-4OBQ:Y^**T/T]#/?>_U(7Y@(,&CF2?.Y\$E*5I@^%H^/Q>-'GI3.-MZJ5XDF2@Z_@PSWI:L53WU01IZ5RK!:BJ=T&.0E$\DSO-MOI1=;_M%D"3*>S^PZ_?=.[$^8)1.L[AI,5G0Q0B&->5#7:R5;S4=)X!-MYI_D=#5#TS9)SS>DB$>7,QU"Q*/S_/)>#:.1_/Y_.PB"4?3172^&!U#BD,(M*7XO!<@&X75/_-"R;@[&4.X<4@PJMH><3L"M2PVN:&M,L^H;]J,J/957CFH-ML&P<#%BY&FYOR';V&<.'>A9?I>)2FX?8Q[%>R;YI@T3.VLDS54R(U>]5\EW-M[?DB-[UL[['SV"))[T8'?-,$XPJY-MWWN?Q6^#U&'NA;5)UZ^E;2+BBM/D;1=<>K63X-?0C!HU+&>5.D4>4R_>L#&4N(M17P3EJJO>V%./([G^O24B^1Y"*,45ZZW5O!W0:;L=$_M;F8"I3O,6-G\74HJ")T[N?V&VG5RL_X0-7!<]S"I"1T/PITQ1ZX_:1*#YC%@-M'D2C/INP&K7^@6KF(6X-VG!_S);&$@7:-S,8+=?#3[IRO@.3G86\"T:O_S_M'JOJ.^2W(NEB>?0-RY>5=05CM*'T+G5E8I-"=E_JA\QC?049B@H3P6^X.>Z-MS-R/OMX!LB*I?$"LRNH!30QPCP?U,/Q(!.0L&D61FER>3^;)/(RBB_/H++R$-MPNWT!W09H3P%#$]-M3O2L%@N4GX,T)[UG8%B@/A[/H>^7XJL8R<:90:U$<_)^BR0<#U_'6-IN7[-MMZC9'OE=H.(L7P36L^N:W[6-9+7>Z(?:8-(5\H-,]V,EMM51)P\U5M7DE\S-MIT*J,$K8(7$[T)X;S62%#D)>6*U:@H\V9PR9ZN,OR9/N%&.I7(!W9WR/-PT-MODS#"'#TM/3\;AP4?4V60ZCB>3-MB[-874[B2Q6%Y[-P/IW,+LYFYZ/Q_(".J,'@%X84@#@.HL.>LYF^VG@[U>CDM(L[1B1GPWQY\KZ=D\OUV?U+IG4\\6!ZO&'F@Z-22+)GSN<3]H+*,\:UI5/1<-M!31BN=#*P.1-F3+;$JJ)=F#.?3K.4T!US;LBUGH0I&%@EXX$MI0E.'70^H!X-M^&;@+9'J[QPN,.6]^("2YT0>^V\"'5G2:0GMQS'$LF!EDA^6""27,[5=);$M9^>7L1[-:*ZO>3&?1LG%8C2^3,X.RLH[@@#/V+Q_=&D9/ZF\N-XS0^/2XD>W-ML_>3@5,&BM4A.Z#=GM^8+V:Q8?6MGOBT+[3,;0V]T]QVV=;55%G\[$:3T87-MT=EB,C_GXW5;'(^BR]&DRB971X24-MCA)LPNU;:>2X!8/\2=X4^MY<*H+!PML,?+D/+E$"^2:U^T)()U\(5X6Y;D'$/S#U>>W5W_G2_\M++ZJC?'Q-M/N!',=LO^=,X!/LX@<,DWN59S=2S!;P+**S\6@QG49AJ..ML0JGYU$RC:-%-M,HDNIV>'E!(<#/Y:A4"Q.GPMDQ%X]PTE_0;OAB;:2?76U19AK6*BW<.VNZAD+^,D&F*7Q-UWX6#=)5=R:"LW-M[5RY]7GG:5'$;>%4+:G;HG1-36EF6'S!6>Q^LK07;6?^N=.8*$RF/(A)UA3-M2J)Y0-T]>.[)%8^+?6M^%4;*.JF]LOZ^WKNZRI2(BP7D$JS%)8(9L$HU"'*_UMAKE&.G627(:*'$Z<__V>\OV^1;SR/X_9Z-1,*+_P;Z#-X=M1^*@'_(,8*8(-M-_.>LW8C[UQK#;W:^73#QE)&X]_HRO&*./<.I[L0,?H!QFY]@UEDGHB1!Z-M'R5[:%Y&6Q)+OC]8HUH@7J*!2V!#TF(4*<&2KG'"%P#/FP@:/<^$^G'Z1MR2U-M:LQ5V^/[JPZA'V#NL3FWK%;M17I8$!8D8@K7SH5.'%RKNTSN!WNKO>"'^$MM>+OR9G[QZQA"'^IO[-V)G$!BW-E8&8+?[#IC\$1>/(7U_@F/@>YS-&2'Z^LO-MQ\/\8UM/G.!4!<49^&6VN-Z&N(2!1+Q:::UQP[7W.O&\P3=Z-'8V<1\N+PG-MV0W[$[W&?:N%:-P!=P3&'66E796B)$=(;[/!R=V-XG?6RSHRV-(X?V5_N!97-MRSL\R81\:K7([GGT3#99MP_O:8K)Z<7CM]?A;Z:H:VZSGMRO61#7\#EQZ,WHK+2N/ZN:%>6%%^]WK\>]S#M!R"_KVXD=8$"M(IC0VI:9.1-M<-O+F%ZE=$-ZNH#-TMN+JD+UP$;?-/U]K"Y1-!![9172O0MC;,?J*?V@OW_L-M\'AVY8N7=-1W6HUTL5OY,,#.K+7^/9VBT!=1JB79AMIQI@>HJ9?LFF6M\)-M^E!'!^J!#A0ZWK:BC+X*J0;AZ=VK+>!\S@]QO0LN3.@#UC33,W63K@-MIW6$M9EMB=>19.EI@Z$T4F(9R+QTN796P$^J!Q0-/373=$^3G4-R6AX1*,>J+P9/Q-M8OVLXD)M..[^O.%G1NBP_&!>NB7<.2Z[GF77O>["^B)!S@8X0S$##YFYV@>$-M1HJ!R<.&P$/K$@"AL:>=_];;U($9\$%?S-(L&4O$V;[1MO7N7:;_\=)SL0F_R08NG72OLXN83H9]H8YAK;M]VCOW]42(%=9AA*U_-MZ,JA!X_[KGO?W>Z^[5(*9;-8+Q;B]6]N"P2_W%M=:ZM-M[J7%K'GVS-W#0M*_-\EQN'=T_VJ)+1*-M4,$&@/'NZ%HE.B-L)O$2F#B1\6+ML4!93GD$W.)GG)O.K^:VC\OSA=J._0']U:6.,"9)BDU+=0W-=E1-X"04[_:E-MTS-6^/=<*VP-"R\;3WJQ21TTL-*@B/^C.?1T/COV-MHA=PFU:R?6Q!O\@].IT_CVVYI51&9(K\I=7J5<^QE-$0T=N#SA-FBEX[%!&;L&P-MI$.B;E\,$86;B7=HZ02FOLWU.I*)"YY%^G>]WBZ#[^]?W*\SA;<-MC0N[^<%;P':$=^?P?OQST>@DP&&$L_3?N-_@4__QOSXIG&UL696-LT^^^'K'M*ME0:GV-J(SUQYEPL6,[%_12@=L]$:MT;5N-Y9+=#0FXT@L9':3)D-M9(-/1Q#$&N1'S8RQ;R$VT#R1-+,_P-(&OH7I8XZA,=P-L12:#*?V#2!!(C<#-M(AH]SW%_FYTB>D,C1VD]VYX9P[@99_M6)70A6#-2F4(L-4F";\|&8^&1OMBM\!9(5T]D6DOMY@&019O'-$\@(W%RD=?I+;,Q>(O=4,XUOF!ZLZ00[WY/-M);+SAH,0LG,%NT[Z?-0 0B,CT_YE+L'P[K'&FRAY^4-)RS%P$Y;$E+NS?0?;-M[E\06Z-[L5H-*-(/8)&6RC5'3(=);U$[@[:>&FU%[4.$9L?(VNF+IB2CQ?DL-MF<27X_%D<3:-IO'Y[%R/U_GL\NPBW'-'U!65E@9;GN&[LC),]\K*\#XS18?#-M#WN[SH-?8'=;U$ZM!S0M76AU"Q1D417ZQ+]QN8N@Z-%=646>I3&6@C!?(7SDMCN[48'9Z<3KL]1X6Q$%N.)#JJ6=;6'YZ./;/T^>.9VJL-_IH<1%-0!;VV;N-!@S%>@Q+V.=W;PPO%#:5!-J+@D83]DC2M0CL);1GK4?P7C6P3UW^B-ST\A8[@Z"%JG3#H3$TNZD\$'%5NV.'?ABE<]-1J-M8V4>U_\,7-+^_'^J3W.1\'@;'0V&9(%K+)0&[H-5D/*-?ME_,3$+\9QG"'C(SZ1CMLZ[.2,.!0&D/M)JW>1+LHW8IS90-MA%)EN5-]*LO\;D=F.I-"H&>#F=Q@@L-$8):9#P'?*Z)2O^5V&QK@:R(9M"))-M,DV)62CHVY;KG$:.?[E8Z[OAMJAU0F:M[%;+-B,$&F\Q?H\05WZ3*977O(*!&-M3'"*<@3F2QPH:*F#6&*3J-2,8Y7W0)0UAM@XV/7)AG-U>UI3R9M-^DTM$\Y#5M8R57\H6S;B!/0<@?*IAA>Y<_DX,3L_"3%?S"<7DWDR"Z>7\>1B-CJ?7XS/1Y/H>,0>PA'[3UAZ[_32.YZKM6\|5M+B.)7S")-MH3/F'K+S,(<*3Q**/HDE=07,H75"X,UAUYV-_G*=]RH;@:YGO2V^SVUMV3BO9]JJ5YOZ^6!V.CZ5H+1T?GMV2NEBV+^3O0=^4WU;+T$@F)+IAGZ4U'+)@J707ZA0V"=2FSM(XF/Q=+?';360M@127@;1%>Q!)8!D3=AEXN>:Q.G>LSCW2>GGG-4IOTXFRA"6)HMMVD>+12-M.0_!@2O-+W<06G;&0A+QFD%T+K8O>,F/)-F"Q\#Y\X96([UE9+1OO7&<:O-M$&1HO]9SS?>_S>=[WN:.9(]D%L"$6G!I[N94OF;Y'1(7!8,MH$<1K@3\NX)8Z@_T75-<_"P$+2G('2@2HH^9"$C"A7*CUJ((;OI7:@%A-M"[)4YB!9:K#14N-BR!1,G0]KTLI/H$!;=@UM#-B-#6P>\M(,N#OW/_Z)GNQS\-F/ZFTE/M!@Q)OG76.R;REL30ZRYOPRLFPE+-[T^-S,"4GR6J7]NO'42F((%SZHZO%;4BM:E5X]+;WL]E4\VU6%\8,'HPI'RW^AU(X.998VM!/M^#<7QM;(#2.%&;Q^LL,-M&F7T22]932O[!.*A+-DRP'2C&4.DTFII+5'.>#>]OD&C9-HKL:+B\OI(HHG-ML\MX?KZ8C9*SV86:G<\2=4C$TR\X:/P--X.#07S&\6(/_^T__/*H,#RE2\XW-M0YD&W)L;.:#NU#77,L-1FD;<9[0\2.9:D5!04F7T8?#294MB7)S![(<(C-$MX]!U._W3+Q!_?'XU0^8X_2OPF6_#)7P]8'ML/E?JEWSU?P/X[]_QVK-7_Q?!-MUQO4'[)?+?G61E^*G(0T-E>T5+\[".0QD!,DEKTB,W_>5I+-0!)YMA)N[1-N-M#792P-Q\8EL2'XH'[>_L_UEK,#VD;Q]%U-IA]]0$XZU_4\P"\G2N7#>B1U.:*

MJ^^6MN2,79S8)%[DW^[=E:V]R17YR_SGVO,!)0HZI_*_ATAUC6] X9 I18& M/%!:^[NMQ.Z2Q4^[%+N[0V4I!C37J&-*EH ]QX94%(MI?D(?KI&S\4+9K5_'-MF(ON9^/)3^&_RGQZ QR_85:E*1S&M\3ON?=I_>?KS@"9+%>#/9H W1QU)4 M;;_) 6>.8=F$[E7PFS!+$O8'?Y)"J+YBV*IUH%50Z&LWH&1^JO15ZM/;H!E(',28<+3'GX57V7 M)7NLL1YKK(^T):K3EGS)V9G>$.'C3CXGH![NH D-&XA9#C(D8 D9&K3WPPY M-,D.U.,F'6>64$U16UYT,B.\:Z06H'Z'_JH<F-" V;"LOPD37,:[+*2@>R4]]:._MT)5YO?O*Q*RH]7+8N/84!U[HD-[L/J2X)XL$MNT?57(M].4),.FIFL[*A5%9 M86TS;+?'/G"(;_@H>RFX*MF6392UI*=9;J61;49+/ M_'8G)(2? (6'3J%&%C7D=_)YYD+6K!21 D3"0BZ/\%,2CX[+>,RC@<93W+S+[ M\<>NV0\L>/$J";S,$P(YN'+>B [;3G,LKS)C7XU+"JT)B3^MUDNN:#HA)@-9 MH/0_N-?^ZB#6PYJO: D"8IX)^/H7:%\\W@*OYAJ^1PN-.^=JZ/SSY+BLFFFX[*5AQ<.P;N8! P^\=YZ?-K MD1+"9)F7Z/'}P3C W9I[$"Q81S'36PP.%(F" M&PUE0#Z)[45MP#/FQ(.PF#IW#!"DUN"@YX_HVGW=)C.96$DC7P7%[&IRC"[] MQQ$^M@TEZK4-NCVC N389>[;8$5XK !1C-/1XNY,K@RUS[0)VH3:KXVI].O0 MP1(9(TFH'W/6 D:J*BAWFF<,K? &:RT)GM\MC<.:(!"[DE+:A4.!S ,+:2K/* M.'%/""5U'6W/]8@\61Y/R!^-A&9LE^OYH^PB/,V._CZ;\;K/*I%,4"L U4]9 M_EP@1@#ZJ[4[&K.'B?R,4 G&]NG:P;N#$=*GRV=DNZQ?\UF:".<1!:T)W?K\ M.(X,J:0+#%K.M)^[ TTJ@?K/)1M4? #;\.%5&]?0#'SZG "D9FKTD!PF=@)B MS'AD/VS MS"](N@"L4>;=F>O^$<,!2]C<0/ ;"P[+AU6=Q:[ MU*LG3M=$]./LE ='5S_=6;+: 1GF$^/VY&M,5J9&MHM59MS8 'N%_^1+"R:% M_D+]SQ74>QS0; ,\W&B1>"" N-]O.!9OGUOQ]KDGPK+.K8=0<^KNR^G_FS@P M/SN&:4H=>X>>\IS%F04>^,R(8&"71U4P$X;;9WX=%L)5X(D'PR:4$J>4/0,C M" (.U4.MCFFZ2H(,NRZF7PNL1TT@CZ6!S[VV\(IW^EB_4T2[#X1%TV31<:3$H MZ0H\&XFD.)&74^98O]^"2+-L+.C M)NZ-(^-Z#L,7FU,QNCGU18+'2;%PAWS;COG,9O464ST]"X) M =+97M?2&'4-!J#3)AC6_PO?JQ$B*N+J]P 7Z'VIMZ(;@C24R:4$]1&]&_25 MH89NJ%?(BGBA->2P3A9#)$9OH@$^*2#GQ;7X,;Q'#[I#'<"E& 'FE@KLCS\& MZ!";4 ==[Y*,Z(Y/F ZW"U/]M.MXW8W1>E:CG L]P(R05;@S7 M&!Y0K%X1#EYKVZ,/=#A1;6W3]B4ZZ]&'O[@GN@OCP-6S_9I.@R!W)J:8Z*=[ M*J3AL[(7@\,P4HIT]68P-3;(^4.KR:*[_$,VF1^K1@VBG>V>A94;F1N\5L#BAM@P_?9^= M%7SLU)8C9&TW$T:=PJ4F)+D%T D#06F?>J,Y[=#/ ?,1X#4NLP9[7^3;^LNE%!6!G?8PA]7K[1"+A2 (?=$ MY@PN8BF4BOR&W$XX>%^6%7SQ=9A]+8?>S/U878_V]?O^_7ZKIH,//'HV0^LM MSUZ9QD!$*4S;B#?:0-2A*A/R>SN"LAU"C;'L[JY"T ]Y)]T;H:?_%E&K'M" MY+)K6%K]R[&+PO 12U_FSL>;6N/FY3>&V:2]J_6U-$#!".C6\L^79>*)G0W M<8=8'*[1KR/V5$4"1/+@HB"DGT!V1<^DG X&OU/_F-N$\M$ B$V6):ISF MEIT+#OEQ<23-C" <)]E&:.E@"*9?$.N;&?RUQ^$SRVU$9#('"U;#&8/1FE*!2 M*!\F=,%TC?D$8^=XJ3#VK% ;O6K-=8W_*0@T484./"ILR+GA]ZP1YV8)3L[7 MGFP8F/#33Q#*V-E]9*<(R:#J(R1-#8BW=7:?PXN-R3&'Q4S_;"[I/B[YKZ\ 4KO9 ."BC!-*$H:YK( M;BY1_%IO1.Z";]GJ =700/G,5=HSLX$LJ99'2+(31=M*%I:ADI]I34=A4ID: M*\L0F+SK35[9=F:S%@/_AQT MEP M$P[^&L)"D(7W26V*5-V"?,Z]GOS5D13VYZEY_?#Z<"?C54OJE<$"[HZ3Y S; MK%XA4Z]\X M6(=K-+'"K^ ?+UU'8F"H](T.A?\LL,)3IKS'X8[ZNQLL(QCJL5;BMH;8*X%J MZ 6$JHT'T=@IO3T59J[XKLSNQ9= R]# &4G]%V\-X?7D3'!!D[]\O0!@!K9 M.3)#<_H""QW=%", [1/]M,:*.TYI!3,WYPH86\6*,6V&U$R@QV1L+UQ,+3O!B M_90:X7C/]9Y^ZG]8+G%\.5/3Z=G9?!*-)V<7T_DLGIZ-H_'9Y<4\#B]'QUSB M(>02/Z*7]%__.9G^Y6.1WH)[]7/D#[\TS]0XIX*=0Q[5NH<)*I!Q@Z[Y+#F4 MID84<[I5U%W0L.-^I!.N^^W)"5!M?QAMJTE<^FXT[OF0OL<"0GE)$UT @2& MU*L))S,'U00DL*=.,Q:"]0Z)-0KL+9H[2,@#3%Z6! : MJ)3PBR9^%1--@0)%YU:LIXV,?TOO3G=?JT-(5B]Q_9XA'!1EQ/1?58+LD BZ MW2#QD/WJ,KQ#H)",.VU>]!W=1CI]AMJ7AU=K?MR]5G/W\\7TNKS28]T^PO8& M/+Q.J7*7!\V$&)7KJ3P9Y)]" (CYI^FX]&":/%:XEM$1-('I1QIT;\- IIE(] M<1DO;1AX68J[FUP[:(H2!'= )XU^,*:S!BUC2?"EDE"_%6B="WH",#:6P A^ M7]^M1 )* R,5[AP^"*^W06.*OG!I.'YMODL>Y3-$#BWCGZ-@NMX0A=E,:-\8 M(IH3+I^0Y\)8ZVQZ Z,!K$E54IFYY.V8@U"9,76/G<(M\4_-K MMH_9NOUN[EC/]Y7M1? TUO';1Q^\"S&P^0H1&@O8P&^V[1&T+XF;0]O<%'EU M?>--&;U4UXP!!M$EW%Z315TB$9S(8AR8$3'_+MM MS6!WV7=3 Z>%B@Y_S-;[Q K8II%;")8/[6IDJH3Y3X!8](-A:3!G889L95Q_ MTZ=6^,W, X-R<%$=]U-Z6CI7TY8$#Q"1+K*/BDD'(8M1F M'MS*KJFEXH0.%23E N/,;F+0P5B?*,RABV8(]LD 9M2AJS+=4.$ *LZEY5/[ M_]E[T]ZVL2U=^*\0]_1[8 &,H=&6;@$74&RGR]U43GUJ4")ILR*),E)R MXO[U]YKVQ$FR,TA*="_Z5&Q+FYM[6/-Z'BJ^= {[*S6C6;[ URB2*"$,N5ZX@ M?=BWUY_9;6(\J-S5<&\BSIN2@7SCD(;=4_C3M29]D:3L#^()Z-1<'K2#X)1 M.)A.@WY_NPKMQ]9_5,]AN%5=]A8-9'0YSA2ZP/Y&;%ZAZ##<'VYSA@.26QD+ ML,4,.VZ](%XC+U &]9#!^VDR>#MB]4\#D(Z#,)SVPJ_&(3#3B\8AG$4C4ZB M3C0ZD%#L@J3T7FE=K&7ESQ;>MNPL+? SL#D(%0..$C@Q@S22"[U"KNFI>MW*N MA$8@T VI0Y 66-'J'06]Z&VW1M.!4K/PT'2O8KD9L5E5_;1IW_JB[^UM($O_ M$+U;&?3@-?\]@H_!/[6/CYIXX^=8ZQU8U!1E%1NR^=N'0,5 M>]TNM,YNKHW4$6YW:3@ )1%S/LD@;4'88N";&\F=(? HP MK0Q%[J@77$&/NX/GS*/H+I04UNL**P;T6;OVA!(H'Z* 92(%.\@?A&@JM/W+ MSUAY9[TMXB^5E;L^+J39Z\]R.Y7LG0J6$: /(+MHOA0:0[^IQ7L M.MEM !%#-!4X-P\2;C65HFP!/$2,)"Q#E@Y6!.O7$%GR"5ME?%ADI@G[C."/ M[,+>V 7?*_1PKYNS0SV[1M^L>3*ANOV GD1^ 2? Y74302F>R6NVFU9>]:48*REX\?+RYGQ+ V(;L7W?TX%\TQRN7_^8]39U0L5 M8^>A4S;R="%6=UOEVH:F: M6? S8\-3.&'#U/)B[J:/.%5 ['9MWE#PN0UANVVV^C 5@HXPL6@%_N"(MI[J!'2]H(?ZB11DK;=P)V)O8ZT+-P/HG[CIE0I/@4^3SG^'^TRB*)^%1 MMV)68WSG;*148I];/ ++.W10';^2@ Q.1C5UC(BA9%L8E!UW0]4.D8,[W,X M2AL<)><(81\05:(^\6SXW L4(JA .C%M; E#)F3173JC7B_QH*V\#3)Z<2FL M%]S>9M21K-PNW$83),29(G#!?#77'W :HYQ707S3N!&T?^DBT;<<,*5B_&!G MS*C3XTYGJZ8$7;K4"QY2!-T3H\Q%N"(((8A BU]F2*XY3+X@OV(#C&)NGO# MP2DXZT<=1*_C?_;(8NV/AATE!QC'%(])%99)K[ 1)XPJ< EWT\7<+NL(!C(* MY':X17BN"4FTOQ(U<#B8A VF'A^6?" ("N1;ZBXK*6KX?@09G\%&(/"8,7O>G?1C$)6 MC-! C_&M.)F[:QA(7U,_.6TZ(8'A-J(<+X/7S(H'Q9Y?Z%&9AG^A3: M) [TFWZ+V4C[WOIK#+>(%Q@&NMQN'+ #Z^-3>+4#'F8':LQ>(@LHV PL#G%E+ M4[<@%GD#_Y,>!/A.@E<$5S@(&%,"$<+B^(BE;L,EJN<_3NZXP9*-% 52A*<>6Y4? M",*48!6K #F< 2FUQ,%Z&\DYO4LFB49:*A>^"'1&Y/,/<.N9J(7!!N"P!!Y;R$S*@I]8$O1E*;U! M9X($KKYD\!C0Z"OB2QBN_R&E"K=:.!#TAM%)..GV MHV%GTAO$W9/3T]$@Z$XGP0$&<2>:0Z\0!3M+T=] [G43[C'NH0ATP1;J@FG"R M@?ZUQ/YJ92/%;56.4RQY1F8DV'A I)-E_'C#'$AHJ[C:!(JB\\%ZPD3+0,4' M6,-S."LH<%F!S6KGE-Z4Y^!!:W@,<)W-#%<4U YKRJ=D+>WC#A+*WU.P',A M>4";(2) &!%(:>KA? 5;F=LL$N%SK,MLNFCU M-65LXV(Z<,G$R[6T\!LMY&3\-3.-+;4%%:\H"*]M3QK+X.P0HQ\Q8@M?H!I6 MS"A2L#/M1Q? 1UIC$@10I_Q+W/ET4MIW!P$3)68LE);ID7M-0_/T2NN3.!$)& M6XZ>N:ZU]? W!,^.M(WWG/$O"A3]V$H8V]RQ=Z'+S'=:W6Y_)_=7>D_ADV)], M!L-V<-*/!OWA :=C :=, (BFW>&6\6\.VEMI;W;QV,-8L(6+ 5(\Y3>(}!2# ME-ICI5Y=!6OCBEE%L<;O,7A@= <&37Y;RV*:0QMJ5+V++F*5I$1S;E"K=M#-+ M;C2K>FK/B&/!,OU"W)V9(LGA&CH. CQRM> BQU(TMHDRKN8CB&!U[7$ MV56^?)FD]_/"X#;7>_ <$=>E;SA9_(#C/<(WR]CX-2,=$OV'1/]S;[YJK:,+ M@JA^C-P=/N"E+$?3:TX@UJBHQJ*EJ!@[!G.O+".%+E@[A-V-^6&,_HG M/'(UIW\A3#&3=1,9CA+H,GF6Z2+:7)C\JBU*+)1.]+O80W)6F;?+CO.KDZ$0 MHFF!Q8)6TID7/%/>78EQF8[B2]E5DYG0WF=N)D'F/*)\VSE1L]5.'+,@T_TG MV14;1T&3YC.K(/P9))L.,!=J6'HT+RC2W)SQTK%VMM&WEJWX00E=ZZ6A'8I( MO3+=8F5EM0Q#X?ZF"2KU+C^&0K 8,CV=.0[8#[ ,")X>N0$%]!WM$F(KX/I_M/3)_GL[Y@P&@$4(&/M64%^M3.[=PI2SA=3=7RX>8#], MV+B@S[NEYW0-20CP@:HPO'SOPV+J--;&2 <@9EC1#K(2'8'W\2[%A7I'1HF=_M/ZC)KUEQ'? E#P<"IRH/"))HF:%WKLGW5]&6*XA^=RY[8<1[[_AH1K+9":Q]+ M*%M!$4'81>1?$ E+Y3(RT.Z1P?]OV7OJ2

*ZFL7TJ94@U,5RE*-URC(;T{1[ M3&X$:B+JG Q.@F$OZ@]/@R#H]:.=>-KM]T;!*.@>X@*[$!=X$V6WJ+E,4PSE MT:*
[A^M"A'?-M,>T5XPSN$H-%'\(%59=X:7=]D9!@$4$]7S:D=@S" 1>?0N/V M\A<\P5D" C$+H,X$I/W(^-IQN_C0YMBT9?*
6H4 MVT,$"@5&F?G$MQ(A5/I$_F4DI^W>PWC2K$:E%\C/4D0+1SAO16)H_D3[ SN#ZF#^A+B_2S.-*
PP#J84N&^/$NP9<;8&#UST$&,% M!DC#3]'2>Z \#H(G?R&Z>!'$U\:V\,9S1E\O.C;1XA:\1)I;TQJ0R8]VL+46 MILF28-*
1IAKG23U\W3RNZX=H;UIF5\J:-W[J"]Q9-B^\"PUE623LO4;1K6?[? M-:4;5">"HH#-B-02&&43(2OOH-5_#*
9O4\HB(9ODLRI*HJT'#X[JL>UR[:6^ M.8U;;]*:N>XU$9F6+!Y /.$)/OK2*GA)R[+LG2B_+GN0#EM=HW+TV#)^"8O>*
M(ZVB!0&N_L"LW?8?:RKX;&L8=$->B4H[JK\.3SC7/^$%^:H; M8BDH5QG9*LHH)BZN>U)4Z?M?I,.YJ#X7]0>CI MY-*
B(U5)S\74&7A@\YESHX'V&^<&I5X3;1PJ0*[]+"48"#.@D)9I#"<1A,_]*
MT@XG5#V^Y43VBENGMTU,V:Z\JMMPE+"!B81-4O!1>2_Y2%6!.ZCO/E\4K%&> ML:^FR2M1:-S43X!5]6WLL^<[]+,81*
1U%CU@N,P*A7^Y M1\8LC+HR:R&=:I7[P"^9@B53\4)6E$U9 PYH2,[PSV'$2VT*H5>+P*
MHJX3HP000\8)RP4+.SZ=DB* E]3S8N_+3N2($\:OXA1=,.]]2/ M#GJ.#**O M*SE/0 #3%3IX9#2-*
8S33V&4#BS*1>\,R\J);8XZ-KF> ME*\.E5-Z1#_G38(\@3,HZ1BK4V29+%8NMI*=OE,T>X8BJH(;Q)1EGF;%*
(M&@+OK;TA%2BBEBU?>L%%YM#BPV13G%5%[OH/A/BR$:0+&-QOX)*
M797*HV&NNK/)G/75:WH$%VK&U7#HKVK&3SV,)"-;OZC'\XV-5.MZFPN\DP:K M$D'/MUE5YF.]W;J);?*
D\JU:]1:EYY6"FUINIVD0M!MG+DN0;Q-R5Z. $W'-C M[M8H/SSFSG9]_V#7?P>*
['FWK1ONV)%%WR';=%>;YHWJ;M;1/ZJA4 %2@=<(. M ]4J2*8>/YUDJCJ0JNK%B@05@ZBN:<;5FQ/YX:A<)=G2. H5-*
8D\OJI,7%-B M_C7;\C-M>'->H[9&[PTB!^/=+*3 ="4(;7U#"0CFOAI*0&R[J<*$%%46?**2*
M7Z52101NTZ[$!VSAS:W"ZGL<5M\A85 O#1PXD4IX"G.5W!(B4Q=MH_&Y!>': ME-FA6%U_NWV_=;X'!V-*
,"7B@&&EL'38C7;R1.HO5PN7BU.VNK'NG>]QM[V^K M<7?0"8)@=-*
(YF0[ZIZ>]433L]+N=SB@.I\/127@H*=Z%DN+W,_CZKU0:7"C^_MM8N&N0RI9)4S"*
(;"62S2CDCXCW"3^/.J%P$EC)CH\RA8B'UV<75Y/6;GM!)L M3WL3UCRRZ%: 2*@/;[Z:W7(8&6TUPJ;X,:16WT=03/OAR6*
T/>U'W6&_W0^' M8=P[#0YW1PZ#W8"4'QBM%C_XJ"YU#N[:VXJ.HDJ.PBF-YAIP5)$!MH M5XA-N/Q6[,)*
)UL,C\TY7.C]U?63?N_DY#2,3GJ]H#_J]2;AJ#/J19->;QI, M3CH'4+"=N,)OTI"#E@JY\)W;&JE;*9^E37;[BGNFN:?*
AMF_4,60-Q9D#6+-0 MY2_N[V>2R\#$,EQJ%SMR;FV!,CBF)IA,3X6?IM+0A2AEV;T '?O.GQS7AJ 6*
ML[E\S!DPK@**]05OW*"09JO="$,BT8-A4H\M"[%2T;APB%&'D7+!,I&0'#Z(:2('\7YT_ : E(#*TO5>O;*
M%+Y7H7M)@L_5H\6RVF>;*>[V)^V3_LDP&O7Z\6EQ,CR=G)ST1OUX%':BD\Y! MX.Z"P+VQ@S\4<-#-T3^?*
SZ4Y3"WTH*+0)7S YUE8ZX=W.S:/7'194^]1J.** MOHCE)GE@&&^>$W3*
4(N*\$2!&E#TDTZAEL%VM=GD7BI=*:^Z7IL,T0-20)ZT,TXF%YF%KYR";:XBK6;2XQ9BF=0D$ ED*OYR\U<(<6[^_*->*
1OR M,DP;3:0R;XYIJ%+JT^WMU;S2S=C/&DQYBRCE))&L;5J6 ,4K,$;BPCX[:U,Z M-G78&*
U(YH;!LO3LV*SRU/>F>#UM@M\<9_@6OW2>1.JL;FKNMG?,H>R,T?.*
MS9=L9<7WUZ$8AMV@WQ\.3J;#0;\33H+V23@:!D$P.1U&W9/!P:'8!8?B'+[X M0&HN1Q"8);(/[)8G40V-*
NJY,81N7]9N$@FM!9:P8D4%1%0PLMN,4-AS5U%1L MJV^S^55^8@-\.S(KZR9N_?'I2'=D.%$KMLL7*
K]"&BPDV%F$;*5A( S>/+\C MN'2-) NN#[A=0JRH 3GG&*#<]:U=V\IUK;^EAXJE':U8VI[.GM*-EPU.M-*
\;_]:C>8=K>=)1US9/H'V=O53V+;G3 M>-2.H^@DA,/2[_9.1]U^-&H/3_OM3M@;#7L'2VX'3@O7T^960>U.67%/$^D7 M*
>H[CJ^8J_;4)J\+JKJ5$+[ ?3L0Y19L3O34Q0]J%2.:NH$4TSWJCR MELL MQ8FE=AKSXT1!UG-*
81.)!G.MR:5S(LB@0IOV]"F[UWBX3EC#\P^\$#8M_P@S6 M:GE']#'?!51MYW==![5WR:QO(H?5E>L+19RX3??*
CV#,V;X4K$@?)C+(>P2/; MV.$JTJ%!NYW*]4*:RKRK[.FWOI7*)SK%WF?LI-'40*
M;)GONB>5;F3%AF\/J>L%">T7A*S(L4V2EZ4$G0X/EFC6R;8[8;5 @U.RT\K MU29[+-6BC*I %M-HRY+M@##:A#*
Z=BN-"O>?-Y'$[P1SS7S',=8YBO=Y2GLT@U:A?8>)WN9Z>G&)\A M_M_VDP"7_S[>&1ZF0E?*
NZ3$UL;N_'!VW%$SQ;C3@[MPU^G'WJ$ PL:G=4*TZ MZ;:Y25[\-"-1J/&O([M1L\+^,/WL6!R!BR$F".EU?*
%;^EFT;E#K]S.D*7RSWM2=)O=$!LB\L'YD^ M%[NZN6^(?IQPG=L"M#5#3=$\1)K M"'P=Q1BE:Y8#SGH1*$>\RN#JW*
G/#3Z"NUL9@XOC*G[Q!1K0-?BSEWF^PL>^ M#!:?U+RY9M<7D6;/ <%=(EU)/(FB!9='9U(^/$_R6110P5]-P2*
[TN9="#*K MM#4^RO%)A./04N?+-!5*K$6*L_@[DBH*,Y(=0-J9>HCAENM/CCZUN#[LL""R M(+.6BVAMP>X05*
QI[C!"&X5)M^A'+-17970&@\NW+?),*7\=Y%S#A_P+*KYP MSQ2?D^0^R](\?U'(,6U%*
1Y<^R;7_J94@;%QU8CKOFBV6Q7OB-1:8KS^!Z$I!4!'Y+DIAE MH.[W-*
#"&OH#&XF&+I4^*J8G9^'2,7!AM*GRJ)!+7O(P="'K&N]O=(1@(![<\ M2$)RSZ4#C'X0?X_LZQA;P4(73XWC$*
!W,&,Z&:B!P;>"?< |=0 MUDF.#N@4/PK7( MT^2;%R>ZYYG%"E@EE!E'?46.PI%"I5^"EM>Y%'F"NXB_" M'.P7R)84":19N*
E)=U4X=1!E4SP*U"OSZ-VE,VEQ80C36(9DI6T:\C25J^K^_MU?#9O$E,WU,(0NIV*%D8BY?'5/5.(L\!#2YF>C'.BE",*
KM75O2,+(S+H,IO MK5;"D"Y%"6/1[+EKY!1JE>*]M<"UI8D=!/"SR:O&VBCG MLB-+LHC7S1FTB49P)?!>!T,1]H?*
#T#XHX&#*QCKR:DLT/F\5[X>$U\VM@)/# M_\HWD_ZJ\Q46/&+!_Y_9W9E)\!(IZ7B,6660B*@7Z+'48"&5HJ%48T*:FI#*
M\5XYM$C"C<=YOGC'5&E1O)/+@_%&4QK&^X>1%6O[[$,1?;DG17-0"3^W2O!( M:NRI.J@/USP9CM.N--[W6&"T9[' *
/W5M*^9*LM7]M"/;!2G*=9Q->CT5YN;^*K8O9]NONWWSJDI=)+5, M2#FLV[R++P@F$87V1'$H5[4;&P5?N);4D4Q*
^L@F8*1YE&<&O3 M"2)0(V3$("LR6(2)^< L^)P37CB1:]NTVAJ 3!&3:&,H3A!* )3>IH) M(@=BIO,/*
;VAHBBBHC^$,.NY7_!1%>+B+^E\ M"6G-H^KD#%>1&E"=.(I8>V!]TY4$4PV>2FNB0B03^%.GT-[BQ>9A,':-MIZQ;.*Y)*
M%']'4I;J(F[G[%*G!ZAL,;&5I6R?2LO(MH9X&6?))U/J:O%6XF"8GU8 #V5# MB1XO;$.5ZU(LA7R;)P_5P["9L=43 U-*
%^KL"^H+9Y(M(!O3"/ER=F% MU?HUTJH62)%13-"6"JE5O,*B+!R0!*$4'QT)L&=E9)LX3"4H*P'MACCL3WN?*
M[_:L/O]+FOZW?'?!$RK##VB/7'7ZQN"C+*)'4=PM,P5'9[>Y2Q*@,H_+<41P( MUC#W7M#G\15$6"[R54:Q'&P\RS"0>A?*
DDG;"LDZ$7PSM:)3TLEOY2&N,(,L2 M[+ODBB_B'G<+%Y?I+??]5Q4L@K$%9S^/\8GJ57+]+ODSSD7ML7!2HS:N1O$9*
M00& C&U5A*Q-:WT-K(C-R)WAOQ5]'7>OP"2D#C1CREF6L&0$5852K7?CE^KH M#(Q!H;9UT_LHG7SNI\LG[.O0]7]!*
[5-?Y[&;VF>\7 ;3NQW0/V/5M^:3,*+3 MK.>&J7ARQOB&4YZO[.OMX*K'WU*D/'^RA3E*5:2>XU>()+K1 M5Y\8?Q*
AJQ>SQ^<**E8\S],0,O6XL#D :F+L(^2"@L8\([>J 3F=!,I<><:LV2IJ9]29L\(Z<)J/G9-J,H$GP MR_-W4(!_#C#XPU&#"1?*
LT%BF23VA_,Q@C.*Z".#.P+\!728]?4_^O6=ZD.@1#^@U6S\WS76RM$O25%I5)TNB MEN,B4M[0;+Y*" 5DFX+L?*
52E$/-H/C%0$_S@W\&WN]?)-0D;H:[C-(6EE'Y< M.?0A6[>CV;J]O'W-*
';;2DJ7K2;1V5=2SD@8B:3)HY4:MVZ9S\73N>Y=1[N+^9Z6T@C)X= 0YDM_K&A+>C6^?NF- MK\^\T]*
[@%U34G_9,49]IUBQJW$UG__Q'__0W^6U")O?O(Y\Z!4P$!51U&Y)Q5%/:3/(=AO@Y5Z'WW^6AML-%&--*%=S3 M)+I-*
%HK(7G=J=;HO:%SU6 /Y'!,_KY(-;P#VBWVQZFE]PY$D]5:Y\S@,TJ:>X*8(L!P+,9G M/L< [*2_4]7F1L=938O.-;SJ#&EQX:*
(BD?+10PHDDG2GZY:0WH-M5M9\3W3 MK/:=<+[W6?20I*L<+FF>ZMFW)*
(,=2PQ$T)V%V4M!L9=>:OTFT=OJ]_QY+;2W MZ1)/H1963J5SH7'>!G'D6]AI'W>.?0XS-N OJ7()=)@]05TM%!,$6)S+X6A.*
M=BX)TB&DSRV\"U@JZK?3G[+I'2F8.5U6?E!23NMGY^@Q'-5U\N'0J8XXYZ"$*
MT8SJ"QOCD%16%2Q5*+\SX/0NH366D2B?BD-9!3>Y=.'S],UK6@9*#9=0*9^/ M2=GTK$:*
<2!]1;HH<"UQM>=21&1:>]IHIZ2VZJN\!S/7Y_2PAO^O,$(7[W(.: M\?F2!\V"?(G[HGZ>I_F27A*SVTD^!7W_/ZL@6V(I1!*
[OFP+-YJ#/DWUPB_4#&ED[O=#@->D'8Z9]V)\-H$G7B M47?4[G:F[2@\,+;L F/+E:*=_X"HM-*
4&]7C$IZG[)TK*!K<:6/K0NEL!"; MRPYL*'L1OQE;7!_L<]GX:+#GKX*I<.<=\ :W[?7MV]E:(=H%&"%;#OT]0;)A*
MV5@2)V[;2CK?-H;W\-XI:/5O;1N"5E0H;^R#?8,=-IQG4D MFM'(-ZB;]#'\"=Q+$PP@8&LK,N;;@"NJFD8C1E+*
(E)%KQKHD%1_].@*[GZ,: M9]0;[$3;C#W/[DNM*U3V20A AU*3C&I"KT,/LYYUEE)1+?:U@%+1!4!'9^I- M9C/]4*
J).&BC:]IMS+=X-9#LR91O,EJX6=Q*5[,*2-VW]D(5B]A3=-LYM#],*
MO=]V*)4V7TD[*]XJ0K2J@F5!A^>'*RHNL*"P+*W2T25QXAS^I0081XQ0*:6()&(E>L V[!/TCVOUJA0+$/BE>*QO G=Q]*
MJB.J.([HB:X<8'>,F36NH^Y".1#G_LPI]Y_06-LW:^W=/?XFF&W96+NTH65J*

M(I($HNS7B_IY\"@*N";)1L%LV@>X)_9{6P==6:_RT M>'7[1DJY4]W0-Y5R'^O+63W4BQ'N]V^0,TF,63 >)I)J?M^
6U(SH+B'@E$E ML)4&LL+Z>YTL^GESK;4'?M]8RES(D5_WP.M&(CGG.%BF$B=V5T<="-;W MC9AH](+77
EBS;8/O:*I)5 M@RT]*9ZP!O=!'7W'-Y!>^60YL]J&B_@]"K9' M=^1+NY*TRV&^.JFHJ2%L'?
B8;E$BRTM9AV6[#^R]8)FGV,^FZZO+##E!B/[# MU.!RF&%C*AHSO'/:F(;K!7O6&H$$!=4\>=S*3Q 3 *-+A C,3P:[5PJ
M*=OV"TJ=?8- UNEW+-0UG%?7.F]3Q26U;=.S6$MF APZ=Z[+R!R2STIJ3ZH! MJG[A]]SNFMG=6+I4F"4*/A)1?U1U4!,I)
[KE2K:(O(,'!#,;-#8U/"*.%1< MSNHQRRZA7'Z1MD:L&(@@DBF$01-/NH'/:/MVA:J)B4=
M';KUVZPA['2V6T3X)LCP2'+M[N@W[SV;U%A$OO3&8-<^IXQU5X3?VU1TN8,[ M.+&=?>LJ$\DIK08K?':8;!2. I^X
^J@<0<5?@OU*=D :?39S(ZM_;X*$*DC M N%K>4 EWY$[NMQG(RH[PQT^*A/M7FT=-
F(Y+\XX:>Y:""HA(VEHA\PDCC+M MPQ3 -F!5TECR3>S=5$Q!P<,QK)GA@I&GJL_S6-I)0T18721.N#63'"%2%]CW
ME2P(5)&Q5R0?IECU+$1Z CF)P*N*"&;6I_+N ^R[>,56/F8M8D7KH1\6[7/ MY@"YR*F$"L,X]@I:E7Z+2.%PQ.#?
F@^)C,0I M;ZW,JR=#9=K1CBZ< D'OV&
M$^,KW'R]>BEL%ZB0V8RWE!H6^54UUIHI%$*$$QBC*D)&X\5(EGLH>MBWHH>= M$<]:[&)_V(.PUBE@Q;
>U#3(*;QKRYB[(#0HA?/ PC.NEBSJ\ZI':#M>U).- MIY/3?G<2]#I!;QCU.[V34>_D=#1H3[K]SF
T#0<[9#QYWG@VLW""A<#A.3FB M73$;+JLKATAU5#J(&0CDE_LP(N]-6A=M7Q0D*S$N%K8L:L;G;' M.^L>]
l;JG;5L"R[6%2Y6M429B+Y:=1J;D:JW#)>1Z2IAP$L.G"?4H_I=.DJ> M+#9LJ?&CO>/ZYA(F*E(V+YFNA>!
[S48X_(UQ%#%(8#1?)%S^@?!,BUQ"[$XY MCE7 @UB%:89 Q#R"JF]IZOQ,%G0%I\%],$VXNP\U2E6 D,]&DE5\&(8D("F8
MD_3H-F9T2N-B4D;62?-BT/G%[ZJZHP+C5I$E.&@57GA.3MUW.7(_T6&N+V;Y M3H>Y?(0=&%%3U\=4%^R2%?=6)P4-
'H@K QNN1?FPJL&^T4F<'${BV5#5/J M^N_U%_*[*HSP<$V?UX)VN*;?.-GR?:^I7$V[8-[<3;_I8DK>NUAO_EI0094R
MUW.T9D!!/78AQ']K+@UHD )5MJ@2#,WYY6\F*N)J45&):UT=O58/,BGRF!DR
M#%BS2R1N&,\Q&.S0&3%+8SB>OOJ6*TJ0-!DER)7^ >(*F0K^Y)8L+\0_&G!/<^;VSV
M4I1^OIE^LWP^]KR+#:JH\#T4MYF2C:8^BT0LONXM?(NM3GE'XCF;W\^"I0E1
MWN.",*H1TMX06C^732L<._ZR7X$;&4PUA%6H.LZB>P6L5ZA"K5TH5\Q' M0) MWQC#DD]GT?
8CG/^^W&I\4U6XJ18HC$^-XQ@L#J8ER!G/35 \V4A0N)U\2/!L M+]-O+I,.R;X=3?;]L+]>3F?4[9T.^MW>L-
>/AL&HUVF?!),)XH)UVIW1#J6F M?F%LL W,T3U.T#6D'\;H^>E7+34:2,FQH3:YA\@*.WM@!T@B2KEVVFB. M"7(J5Y0
(21^H4\0'H1M)TY4#:I$1U'P?]*%FZ3T0Q! M,ON$"[",I@D&2F MDY)BNA6VN+213+4+UB$SD!3-Q%0:4-
#HSAYQ=K9=#T?J'DV5#85(82)-@W,4-[D,8+),[5D MTP75;V ?PP6"&0ARK"[?E"ZQ"%GC85[I0M<59>FLT?
_XWB*6(SV[V;:DKN%6 MW1N."2)^2I MB/16-<#91T%Q%TSIN+,7R@<&T92CIP@ID>T-)UA7X&A2*"*V
MU4)_"H(D#1^E#H0B_+KF"87Y\V1GH"GWRKZVFI&4V?)DI!Z.GT9A46*MP:\A M&C?SAC,+'Y:_@NB-]$5F!0
K;]"BJVL4:$B)>LFC1!9%H4%0KKXFB:)"IC,' M:Y8*^]8:";+AO+F=2C"UF7F+[FOP236L+2(DUD(-!B+MGLPIV9%(%
[':1)\, M(%+BXW'WVKOV\D;YGP!]@L9R'JIX >*W 3J6%0W68=-NI3CLAYD_)%MPGF03Y M!"*(3GHY;%]JPJTQ?!HS"
[@W^?I L^(,>9/N,3$%R<9))ZT MK2=*7.E4MJI";_21K6>:0)RDQ\BKP")=]#6+6 MP)}F"4R
KH0F.&FVH"@LB\#7;@N&:@VH8$"M(#_;G5K3]O%@N['84M-T(?^Q M@6*;1$['B;VEN'LS(DC1VZM2DDK9JX]+_['Z_&?
AL%1,E12!%[YCG6)]FAB# M>&IF21-E)PZ(IS M$UZ1I'I0Z25B,[QE*V^Z\.8P=JEBJZ!F5-7[>X%+X98'G M*SQ"R:
5X39\1>-22M'BW827[{2]EPJUXQRI6RPVJ8J)8+]D<_J;5/#?VPU7 M_'R=P+.HG<6J5%^Q40G8;&7NU+(.SX#)I*B
3(8@1;N7.I#H1HF-7=-NVVRBP3/?9 M^)IX^-TNBZ:JI>TYI!7W+:VX,WJ6FOBL*APIZ5_^E4:Y8DF7I[8PT;)DK:W&
MZ:$9X;DDQM]2AWC]$PQ!<;T8M&RDIXAWPF&ED&65O5XHZI."Q\PN:,R]6J%J
MG&W=!6#=Z^;W^>9J$53/1[0HK(JN!H_-A9XEIYQCKU'4G!)9I-F<0J_3NR## MU"\)A036(<#&Y.PA$<-
NFBX6BC^S*:JJ;=7_^J.I@-XTT-P<-H"O]*.HEX_[/6FAQ*572A1N8KR::*Q&FWV M+PR]E>!BGW(<=Z62&4.2=J"/"Y7M-
Y4;/ ^6*YO\UH7K7U=H8J09,9F Q2P MNM,E&@KIP^"SL 4A7F&I+|+6MVS5.UI70\@;BXPB1LA3;+_=$4DUNR'*:6TL
M=@HT8J3B8H%:Q*>J 4W(@*HB'20SM_2AI5> 8BRY'63!O\B_W3;,1;JP"C:< M-:KA6BBM71%F7XAUX?
4>DFPI]4;6BK5<8A]! F J9@;1EQ5C%)>@F4I"<&7@ M:<7*YZ+M4OEUBHQ3&-I71D/=( )7(F6C*+$Q4FKE20<
M"5Q(1J2T%M(B-(JP!EP*XV%=PT3L9DUS*R50A+"DT("^A7C=$??#CN=41@$ M\632Z4>=:#3HA2>C2=P=G?;
[O9/@H/YW0?V_C[(8[62\Q2CN*\S>/:Y0O2P2 M@-L08A:,&XO[& %EL8J!UX0^JOBI?5
B"EA.%?)AC9.N@*G%0%E+2T3F2)U* M4'/!!R^QAV1ISY K4AJFZ)"[%)>"OEU:"Q.OMVH!1+IFNLH(ZNDV"V"R,(LD
M#M MBG:IXBZJ*U,O<%R]U.|==Y_/(??#%.%TU!T-!IW!GX[V"N9QBKVS99R%U4B;_YS(KD M(C20(_\(81%
[3AL8GCB5SW]?!S!@;# ,IJ!4=EF1VPJ0&_'33E?>=92]#,QPRGX?, MYS.E0_6EDZA%SJ$*?8_(E1!;.8131+$F75CF $
GSH70-TXN*?/>1(Q52;&G MC#O!?++GA#09!X9OSR(%0)P$,P?+DKEWQ.SG\3&*@QW^%/=AV4-YR8S^:;ZL M7 %W,
%A=H;\!?-<^:_>&&A\J9X^[O'C,-]=,6N.>-\2QR-@=YK7 I6#%*+ MSN -@E1F I5Y3;@9(/^NP MV++&XJ<9) O4X4@C
W]6FWPDV:,*O-JJ.;2>)$Q\S_#$H^QP.U@*;[/9W-G& MKIC]L@2A"S.Q'VA//$J4^>((L&*M-+2H9[RZ'1CG E[F]-T'DV6,
(&K M:)9$,;JM&C'N(+)K]]G?T;41AV:[2\,RS*U"H4R!EU#SR7NP%*@4A,%LJQ7)
M$_4(U1PE]UE0\!/RW5&_!M1CG(;#8!)UHOY@ MVIM,>MW)I#^=#,-V]I1[LMT\E:H[JID=@>#?O^0XMR%\X/9&
T,BN)K++*+K*8]SG<2=*N( M?8%[2[(L>DBGC./-KRTM^4I>-W0.*,)I[@N=*L39J3B4JV#F-(Q@LFQAA_9U
MHX"X)O5L] VYP?IX(R/.2)TM<]6&T8QZ3)OM-5%0[*4J@D=^5"T$KTQ3'FH5 MW& =+HJ#8,;?
7Z;'&+U%FV:6S).E4PIB%:I$UF99FT'%F0F8.LOFC2&]9;5( MNFM3$9&SHG$*Y=
<]*E0MQ8$&GSIW[YU#E>'(6U>J..7Q^4TJ=MS*[6RV[I[%WF6L(0()2SB*O\(> MYG(A,,?[*;PO4S.IZ90@0/A
8WMQ_:'07*&4P$K"%4.VQ&Z]$T/<)//[-(]4 MC7CE<.%*!>]M%@&K(!W>,*?B.!
.=:DV1B&N@+NH_2_K.E1LC\36+]DOT$:H'AXU<7FWB)!NR'VUN9" M.'9@W=IKS$ZD@I-BM@/7D]80MH"P%
(^(VY86L>4LM8M8CB\P?43X[V6&P':2 M@*PH+( C$(2^6D)NH>>7S%5->B ^&'X C*-/<#,(4&S.MRO)W1=!**^(2Q]B
MPH%A$,6%TP"&50L1M][G=\D]'-[E9]40R8&HI=8^EU,6N2HF3!4@NS"<3HZZ(HFD$[X"Z M9XDT5ER[:M-IA?
HHR4OL8R#AS\O++</ZS2(KJ24ZU9!A$!BD@\,J]&9[JHT MTA9/W*$&YE #\\P#67EW"1XR7F7PASL#.,?
B;*6P2ZPJ;\M.1L!C$#N/J M\ M1'_.J&0Z2^\S1-A'H:PIM%M*\H4G5)9+S/&C)3X+6B L: &[L*B6UZ%Z#L4V %V&
M#0YCKG94Q2ZY1K#2])&U*]@2!A;:UWWXQC_PBX31B!INNKZLI@JKGZ_U'+ O M;373&;)ZYS+V]8Q)[Q-
F@,66;08)IDLQ),$BR!"\@+)8HMF/'!A1Q#Z@%5I& M4T$RS%/U4;8I,L$2L
9IF3NC0/#LWKNRK4^DQN46NR3&;0(3*6$<#7D'BZ^7
MK7SEAY2/1\N7.#,AW5E3T6]8LN[MH@=*+Z0SY8]4[V0]=Q4Y8XNZ8J"UH-K/
M.2&%8R!EKK"*;;XF6'!/^1NPD9PN"OY^DIN:I2>)@;2B>G83_[IVHM1':M\" M+@14E;V/&-16KJ?
5>FI5\^J4J9ZD/JP"^:3Z06P\M2HXR-5" .ZJCC0]D8T8 MP4.K?!\M#NN\+;L[)JWI>Y$UB,VFZUX7NZZKVO%T"<3K/[?
FSC?WQS14A]<$ M%S82'#X?45&Y7Q?&9:J6IM)K0L])5[=WJ*@^
M1]+U7R=U3=&.,H&K>;I@5L[O<_4':5,5365L;V/]HOF#7D:H*+YMP(!UNXYU M_P'AR>>:K0$'A%7
_((JRP/==FV9]A4L9+18 24J*'0M*(),G.+KDE_S>PU/ M:G&LH/_%*$14BCR+\TF?@"PXN#Q 88O:+/R#
[=^6;'&X,PK[@DJ<%28Z2.1^N5<)-E?QGW M2H?:,%".([,Y6$)+9="K1K"K*JMCW9UWO%&UC"#"I%)?+:)*Q]#]W7
A_0V7 M\69MVYW%DB@.A>T9Z^3>
\&N^D^XN\P*6+R$@H8(BTRMT;3$B/R:Z79MS[^[7DU@/Y,@2YQMMIYE$2W9CZ)@H>I',L5!L-\QY6L2R3NX@.-Q\)!F
M.BS#A6@"TU-8O74>E2:$ 5O;Z@4G5@C:->5*6E-F!N/]-3*[@]/^Z: ?M$]& M8?^T/0WBX:1S.NBKK+6I]_YGV5G!K#=J
O M7(9]9R/BZ O%>8E$ I_TGOQYZSE&@R@^X79C #8$1!%HU(EVU^*0B]J5; M=Y22G:&I-,VR;2!]-&$ 'TZ7->!
(X1/AU/GM;BD=GPGL$ H\9>W8,RJ$NGFC MR&.S\R#%-_5EEXH4!(YV\9UC4$<6!N]IVBKY33EW(PM@G8NGK%4-%I]A;
J2B MVL(YDPI.$LR7O7S5/:[G8DEN*]"H$CV&XAWV:&[ZG'P?) M.PA.)_WNR7 PG?:[O5$0QNU.<-
+N!G&W.YWLEKWZEF42G,L26N@>FZUKBGXD M+U40*\83,PEME1BH3[PT95VJ.XR"W&#ZJ[PYY2GL*CI;&U&16*;

*[\]VXHH@0 M_*M4E&E*1R6RT2,E:=@T;4I#8KZ+W&A%CR+S2U"Q203/K$PHYT0%\[S+V#;^ MCZC[7?*
*OEVLB5A!THYY2#)AP$J%NPEB#$PC<^8Y6DY#D;WH6(&0M0]GFT:#8! M.%)1^Y+RCH>F\HW83HN.GD)J**
*<8IUJYW\Y;IRVR(P0HP>TXEC-+7DI6GZ*;Z M596]8H<1DX;4H]SF?-T[^?]EFM^(C$9A;U)P^EHTNU/NZ-H-!GV M)Y-*
*X$DY.3_J]L-L&!3G]]79(1QX2AS4$#=B[C9F-/;83*H!PBC4[#35=U3W! M&V.$$L04+2/UE"A &^WUH!B;1;K$WFF%8*
*O%]$5HI 8&Z-DL_U )X2.]&;&$ MWQ6C)X, !"&*\N6=#WYB"D;.(K]%W8T$X16+%./5S)LG.6)QKZ;+JKG@J%+^ M;*
*I)\#>T3:!MHRG4)U2&[#&E\#.%%%"'X>Y4E>9CP@_!;E"-#];!X03 '7,7W M]RJ\E;J[YS4/U%;]H,.'2HA>$AN%,'*Z*
*B=PYB03!$]!_8D\1?YG7+3[:H"4 M6[Y3]GZ_FLR2J8PFO.6BI@ MM>?@&&. 8Y9$#UH[LY8]I-D.:;9GNCLB?*
*45]7:!"6&5[>#TN9@*K&0D%))F MF[1-2MD@Z(+(ML#$HC?YH(+L4$(VH]I":IA%.)CY_2Q]C 3&$PYHMH@>\Q>P*
*M(S&5PQ7-5%M]*>7D^B"6[R$",E#51&I\/;Q.MM&%U'VZ<"]4I/=9#@\9%#:M M$H>%;J?Q??R;O0T-!=.3SF@:!\-*
*^+^A/)\$HFO9[W5[0,9"_^,@SF($=S M9&P"V<AGEL$ M1 YD=2H9X\Y&&,2J*X*[@&\M?#93,]IEKQK]+'H9*
*5R<8#1'4#-3"$5QT-2_VR*$351 M0]6:!T>J)15K.C2NAI8QM(5CHJ-2K0.MQK;&4B]:.<9UGV:.@JY\6*$,B?-,*
*MNK.LOBU";MN&1L-760!^G0E07*#8E,3S CD[6!.ZXP[!YW3'^M(>*Q%>73*D M$39;504^:!$E#8.J,+A[N){C\W$!;J-*
*AY5I0WJI3[6MKMC-RW,$C@Y!* KP3M MOTZRZSD7I+<.PSFB5 M0*\C-56I:]NIF"EO8+JF1F"/?#4G>EBU2ZY>^AF<*
*M#A^X-%+R!2<)G'O5$6_"62[1.(EMNU\>O/I(@M'LO%CCY!(,LRD$W+Z-%O7M*
*MP&_XSFZ^!SKGK'UM*G>>!ZV#)/C@2 M*'+U^=:M3B50CX9L2#F-:3"^R031S2OU5TAP)Q8@?*
*FM<18$=.+*6@MM(:%I,CK@C U'TH$$SO 6C.:K[$%1(5LLV^IR&2B'$OFYTUHIM:OE$.;$9&LMK#)\BZS=6G*
*)4]I%2D[*:6W5A2%= M38#@<#"=Q>#)L M=T]0]!*
*[")SL1/I'C=\8]PN="T^Y[%\OIOH=,"CFO2G(>RS&P6B!%$AJHT+7% M-"PEKF$Q0,.KO- U 7,P4T6I7("K68I%-W?4Z!*
*7$ECLLPDK$T3MLX5^T(F MQW80=X!_QKJ61#*AV"XB:5"6]H5?5'@O\B M@,T;R6U'6JL$FI:>NKJ-U1H.(7XO&.F/:( 1*
*K5HNQ+2="4\MQ69S*M"DTXU MG#@%*JZ228FJ@=!Z_@H()T37S&P0PMA\ QT5947J"UO*[BX8M!1T+J@B4P52*
*M/N(477*/N 9EJ %&J(#^R#D2C'$-0DJA0BX)4U@ !Q@ 9+@57:J(=41AHL-Y*
*ML2NJZ'%UM_,94R^46.%D7%%0P>8CQS6]AUW$\V9#U]']MH!V$XLM2*@O=9UC MLJ2))O6 MQ6ZT<)7(FY^BZ!*
*]G&\UB>7N.&*\MT"S&MFLJEY]25R9=;SRQ-'-14)=6E7AE MV:2*
*RTOI)$=@YPIZ4M5P(1*3B;3[7V$/X,TT=?,"U4U5=VGFU&/7G["'*3 G+ MG!*F;O.];PJ];7HXG@F5N&'OPQ/.)U=*
*<@UQ,3#^:'>3K2EDI; /1479,+$* M^=:;T*Y+9\IR+0@N&R=*V,C2K.3]/)HB;%4V\>TDUPCG"2"[F 1I[:0!-Y0EI .?>J+S:?*
*O?V-) [" M.)B,)I-)>]CN]Z)HU(VB211W^H/AH#W:-E79(9(HD<3KU124#4( UB,T7D58*
*M!JK3!^MDP!Y'('733WTHZ<=/MZEKNWG[MMG+W50%;/56H<&"I\LIBZHK7FJJ M#[Y-" J@B)93V?*
*FLE8QMRU&;2PU=@G MKJG4$P0#72V^7:F/!8TSES*L8O6,;XJ9FTN7<3K,[B/VOFI;E!)ODP3&)4^2 M%GFKC-*
*%@H#'P2[)N_&&F8)5+&FK>U3""-TN<0BS,=2*@DFK)$%?-DF 9;RTN*
*M2/4&5A'ODJIFDCJ89MYX[<3*"BPJ/T&JU6[((BUC:$1?8!PP$EUP2/N8:MM&*
*M@0[YYE$,V.34NV.1I8;+0I/G+IJ%W/8W"QX)=^HRQJFL>1UK/29(FY3KI9"> MGRJ \SERLH(E17A;BAV7\)7H.)GB?*
*+;2"3@UDC#'(:MQR&H\4^U8E\Y7\&6] MMA;U\+S" OC;PV MGM\T/K,J2*(^=,D1XO*14E M=Q=8[$<(3J+2HC@6]*
*[>NQ%X.%S4L=D3%UQH!)E<$FO<.?#D,:6$QL:5B:3&L M*J"GD-+S-+HM*BB2:A;JEG9 7#D-8U45N4")DTAUE/L2?*
*E/%CVO>*V&"0#V M2YU'CW4",XI%#2'@E\E,# "Q(-=J:38\T"K3RBS(W4AA,$EYY^S:HIK*:,_@ M7MDWHY3JS"V.*
*(4T#9QW9T$T%3B*+H @M/EHG[I)PYR7:YH)I8:L!#6KORK[FBDFW /CE*ENXA1Y M1_AYJ0?*
*F2(3Q#E0WAP:>*=Y!WZMHC"G,267@[=P+&:750K18??TZ8C1.V'&I MQV)A1,?=.MP$_;>12'(51\/U,E?;XLQ<*
*MM!)!L[,-R4-@&QQJPE?@T1!L!#%6O% T BAB1@4UKGBFMASMA*$VLN5">-C M!3>@8G[\U,*
*(T\ZIZDTE4/VNKXT:EP7CGJ/KD5JH%- 9*JDC4*EX4];DZUAA( MAP?,68*
*4CE#EMXL73ZYY8=HHXLC.)W:.)ON^1FA9Q[7Z_O@J55B"'^-H56MQ_ M;YD4MRQ/X;\,X(BR6)LCNKQ(96 :*
*(:,8W@).^RRB?SPU2LCD?-5LA0;#1$RG MS3G LN$C&T4.M0#0QZ9(&JQ(0SG2 E-4%9]C!!S!0BGM\>^7AG7/O:*
*MH/UDSX+V3\RG[$ 4?VW:UP3RI:P!+#C0S2"E+1)@G*+2N/$?TGNRX/UGBU7CW MSB6PH@\;3E +?*
*6M21M#3%4:SUIE;N>>R.%6,LPI<S-*2\W7=( MJ>U(&K@_.0U.>B?#DW;8Z;>#:#*:MCNGX;0;GIZ..MUP)]+ ZR"9?^H,|*
*TW MJ-$YVV>R(2HFL5]&_>I:)TJ1%&^H"\6*%9G%*N#J$)-=U);E9IKN+(-EQMW M@V](G4V=?+[N-*
*%'.%3D&0<%I4U$=5P)2GV$N $TB5IRM]:C/+9VAY7V7PI.P M$Y&%]1SI*+#2GMD*
*<6%N59])G(2K*56M%U>H#%'H/J^Q/K,)X-*MI:LM!U2: M8,7Q[4/2Z) T>J9(D;@Q7:*
*PC;A:BX%9U#$O7"4+29"J@U74+W,\646'0^8! MR(K<@)$NW9IFZ1.NOD74AB+]_2K2K,;3A&*E49-*
*<=Q_OEOE092O\@GI_M.7" MKT;ZT'TV!-ZFZPB,*4J<3M#DSNT$"85R=H=(J7T\V&X)F*=Q'14<:14(*
*M7_,,3$#?,@"/R;CGJWN"[\($K&R"[M-I#/,)FHIO\+LLX*-FF7-0P0<57%3! M%^#@+*)TA7&FQQUJWH73:@L(4?*
*#0GU^4VBC*:L&"O"V9@CM!\C-ECH3LD M,>8OF[J%$'H;^1QH?A;OKL@0G0@SE) ,WXNW?*
*9'$")P4P1XAUEQ##41ECSM. MT)%?,:BI=?3'IGG&30C JG%GE.95^,S0!.ZHX.S2K*!NGD=V,&2:W"?LB*O<*
*M^F[&RN5F>%=JQMLTB%2Y07,'DO3?:D IL20P]$*9=#C9&D(*MYM/ACXHBLVV*
*M].9<;!,IH3$3V$V=*7.AXYP/,K0UI=&H15 _RJ\[EL:MDR93;+\RT VES[=T M.3>^4>G/? 4UTQD!:,IGFF_$4=V5:'E'7V0?*
*$F9$@+6-XXCJ: (&AT(ISI?[ M8?\YQ(XX?*Z 6>9:<],XQL*0.?J,!/BH[$GS0VXU CQU_I7I['5/],D.U4:'*
*M[QT]RBI@.E1XCI%M)&0,OP)) ^5Z]&IZH_VU9)3WE4VI.N\ORB(MA7PYZCAQZ MC JC4**
*<.WT=U+PA!]_,=WE$NG44]U#*ENB0[V=0/U #TJ4?+W:%:O0A#RH87 MU-C'1[H=(1!X6.?@<8M#3CI-*
*729E\^^F;%8F7*=SW.F_O>WZJPJ@:4WFCRV MM><<[T*6+.!$!81K &*;3?R(XGIXZI/)2KFI^L!Q$2C8T0F8]P9/T*
*4BAI.R MT\JU9(#N@G+U*R]=C0!(\@8>7G$1^;(6JJ@8S\,E$R\MQX&O=1.^5E J5$.C MRJ1W<[T<8;4#U5$2AZG7KP5|*
*HG "3K$>M5!I>O'W&)?OC>.'V5'B!COU8K9 M:91=B<"5+@D7?(BG1@SV:.#1MWQJ=0>9*C^%4:R@_F7X&-*
*D;7Z1QK#C*5O X)ZL];M%6)N5[=3\@''_N));#0>-)+ M/5?FZ^:*5-%_4R2A&3]+ /1+;=/@>*
*T]Q_I_F!LAX[@$M_:-7D5]YR4T(QS M+!DL?ZG[J;'QD5H3;#*$QK!$C37*$P;'6+>4T/)12(3C@N!A6@Z*RR."W8JE*
*MI4P74C)-X;UEVO*U6/*)S 5#%O"DZ(%2,HO4FYF2 QC+>ZD \LZ#1^YWH]O@ M*U78A%U#&0Z.I8C*J]EPC 6H-UER9K*
*EY=U6V#50B_M9(SXNO#P @SP,5!B, M@:VLKJCI(_;+J34KYG.4OR9/710R?*03:'#%'.323% DZ"GO]#G8*%(GBVJ&*
*MEU5,16%1#?ZBA;F"B'\?CTS(5PGL>C@JV#JIMLH@$QH;C(@ MXSK;D9%@ Z)MYC9R.U=[ +>DP3;>:38@GH3T[*
*MLM;:CO6J[,3)O9^MWE&M]DP%OX)P4"5HJ$\5 MI))8ODY=@@UX;"47UDNGI'BH1U@2V6I8*X #I=>QFF M:*O,JL-*
*DU4]WF2T?:QIYK/?GU[0;H97*4_C*J5!'V?R S'FD=M(F 'K*4MD0 MQGJP@N:T=UC"M7-E$%JY) W>FF.A5V!Q.JU;% -*
*+!T_;TU0E+.6..IPYMV2. M@T;J8NO*0 PM"C!=?%T0U'D)%#5Q^AOJ!T0+Z:F);HT MWULT/!?*Q8L4!AH%C--%#*
*]>6NBLQ"3'>36!QLWM5H_=$ILZP] ]'FPUP4 8 M"KV&RBBN98R).?J^@ZC2/^55T"U^S;D&5C)PJN*IB =0OZ*E&S?*
*5O575M=A8& MRUF<6_$5WJQV'2LB$Z7"M*>$/XJN<'UQ2,<24/EJDJ4KC$ 3;=IK7HAP%35:[Q88^XY+ MS:WG974K*
*>6;"N2557 ?"AE<56%%!4[+\J6B(JRZN#'>816S%DKB\K.H19W: MRNH+7'R[J,HD([7JUQ7]5A^J31N9?JYH?*
*J_IPE3(2\5Z#;<5HD;&),*K(5VI M5;RV)M)0,X8XB811=Y\EE(F-*VHJZ\-[*M*_MN&T8G.$ )+DHK&Q6(P7F3BI*
*MF,U9EG+4\I#T.R3]GBF_[-A8PMC'\-Y>ZN)6,#:40!T:GZ!*)(C#Y7 S%\^U M]BXRE8*)I1PUHFYS_3Q?*
*JU^C]RL3>;YR@BD5R8 AONVMH09D\<=^ 6,,(=HA MA2>)AIJ0<@AI2H ,[0K4TOO>!2&8"UC80<6:2FK\@C9LO($-JP-*
*Y58"#!S-C MP_(OF]6Y!$0&3K_"C&A($,C=HSKGF*N2=,F6O3>"\,A/LH?V+:A=Y6X[--&1*
*M'>*TQE"VA2LU,MO6B.FNVZ) "U8N7G(H:V_H7O'ZWM=?OI:'&\FG%X D#T&D6*
*M35VZEU'B*3!0#%),6(SRRJD$BY(,O%J/VH(3;+3]=ZL!E!\WC3!"[M+V#":# M4;\[Z+8[W7XTF031M#/MA+UNKQM-*
*PY,MT_:HWN>MXC7]H)-=TS7Z!F1L-)L% M=+BVC^_5&0WC7M@)3L)HTA^TAY.@.XS#|*1[.HF&@Y/!3N![[0#-*
*TW8/#0(, M8-GX'O<7?V"P "O8ID 5!+'SJ+%RVT9VAP_O#,C'<,L8'ZT2N+\#@&\TH?; MK&)GITAS'B0S]/,B3"N*
*\H,!L2M*_7]OT]!98:^4-(%VZ =$:S6?HY_^<_M!L/??CFK[U*S4QF:G^^P#H[XIYC'SJS,Q6S.GL9*. TV>XD2G,4/0;.H?*

*H73 MP:#M?20V++ 7O?%#M%A%OG>]0AJ54;N]C]OR$NML\S#PO3?GGM=M#SO]?7R- M,18A"&_'\#?/.[M+HMA[I? E7W\4Q],9L'U_M1LE4%AFU?F6WW6UYO=/1B]Y@ ML)=[B"]Z?P<.U0;O>7K:?]$#LW0?W_,"M67C.];];QZ#$93? @;7SSW^<]'^+ M0*1.C40]AG]_B_786Q7##"Y@ZMPC2E>S@OT5UN.@9Z"BX$_[=]|==K> M=;H"J^EC,/T$_]\7O>,A? OTAPOQ M,)/SA;@,G)A:;!. .CM:7";^MXE\]VF2>Z=M.'_[]^+%$, MU]-*
TN83C/4OJ,R@[^S)%>Z/6&P;=#$IZV'W1'IV,]E%);^CUTWMV3T8O^L-. MO==_**#;T0*Z'3Z
7Q&.00ESG:_G*&/(DOR,=D*,9L(6@C&#_BXMJQN,^<%+ ML4NB_%O:CKMUU>!%YW"/[PBY/V?L:='M[N5K@(VG
MS+O7<+/SZ-'[8S7]M*&!MUOOLJ'A<]KNM[Q^I_WB9-C9RSU[OGZ=\18?W^$6
M/T6_KBEPLI3!4Z,VNZ)4FL,U4FVK"NDN+Y]2$O2\I=KA_CS*N WR6(1!?=H M?G)9]1G5>N[EJXS/O+>C7KOG=?
93S(%E(+&T/OS?]?+8]{X3Z>=W#J,M[{8: M1GNU>1AMMPZ =1E]CW](TV7@#0;]SF ?W\>RMZI=&>)Q/LZ. MPRC@
_UUMN7/E "T;"5?F(EM>]%#'O"0'0!]QY^:0!SSD 0]YP'W3Y]\T#[C# M[_G\<-
CV.IB:VH&WGP3;]2B=;31<1]-5)G3RKU^?:1R,:YAXD"R8;/X1LRFK MZ1(^"7;7!@58WV?A<$_VT\[:W1?
KM;T_5B&2!/P59"$<@A.,%C7'/';W;7"8 MO](,MT?^Y77@B?5^\^Z^2L%J>!^L9G +@\4L>JQ/9.[NZQ2*>D_Z)R\&O]?
^L@BS:^1EC@0+6)_M?_:'BW;G1??T17O8KV^J.%3[ M[4NUW[9B&K/H 8X#L@F^^\/K]SM/Z;3:>MKE.L@"
[U_@,\P3DY/;V7E;.CJ' MB?_WW^E_(S'S'2GI3]'C!(3ITS3T\T+%6WI];BMZ=@?J\^LL#NKQZ9/OCSIM M[R:)B-
X)!@S"G9_RRRQ-/\T>%TJ2-:C%79FRD60?000'WN\9Z/?=/QR6(*-Y M__?U?_/,29+)N3^4GPE;K^ G$\#D-
K*#NQ7F&!Z813%N8Z?4>0Y#F2:/DZ,.8VC'B6"Y9K$&@+M\YV%+LW' M =LB#3Z+$'[SO$,FH];G[_#"9GSA[#60C)
)#NXMLB0GB4(\$L#Z@_S M<,05_]!"@&SG&!?)*@]H>?J,.OC]1NCR>JIKY'MW<(8>&%>Y@G=\:%YCL?' M]YAI&9D#
<-M].(>+%P[*[*-[$%&R:7+%?#4SG[K#:B;Z2:X"_),)%HF54GC( M6/(A?CQ241#I>
<+G2E)1UJC('[3*F98/CDL$4Y(C]%ABF+3F3/?)F?0Q@E,N MHB:D:Y]>PA$%@B7M4%HFB^F*?PTB6+)E8HI8)
Y'BU1]H8&OM7:DXBR(DHQF MD0L]SI2@$8G&C."Y)=P.2EP$%*QKQB]}F_E=^:I^& #O,)R<#"?#87O8.>F?
GD9!V:D,@W;8#OMA M=S X/0#P[@0 [\67^VB1[S4"[XW-D2/494>!F"-PH^Z9;22+DOEDE>71>F-K M76D#"U3F?
B0*2Z(=8V9"-'V$*0!UU&KY(HU?W*?33Q$:/?F2S;7Z;T2R(2SL MM?V^6 B&O28A)%XE-IF15>P6!
(IH6R09^1)-5T*8(!0GQ,T%HE@H$E9@(T2* M=F2>AH92:IGZ-L^*0WZ0VW#&R/$5PA+!DDPC,_'"^\$2/T0S\V?
*=K!$GXNP^VW^09%\O?Z%;QIVP3(M?G M0DP9??'@=TGV->N]{G9%"V+L41<$+AM(K0=]+HEL$&53;G&S%==JTZ-
8?_C4 M:Q+U&"ZG.HWJ1@OE"6U?D1JND@)0&,?4>C:=:IO"MO(H3,U1."0\]RWAN3-J M'4XFRW]U?
EF@WZ4S^)\@FQ._@^0+%DZ]QT^3N0MS4*%)X]4V$BXHNZJ_4GE MC6'_S?-37$B+(8('@!>?W1&I(WHR.
M^"CYO@R^8(%F0J+)%V^-O2R'_C-B,B76O],?ZL2@MB.LF,YC@8FM*!C2K*3' M-
[<^T%X1+]I0XRANWY4*P24+O<9LX!1(FC@\$1H!945'R"N;P44+,4[!P25%
M%1PKTTKB'OEJDO.:Y+Y7I_)^B)&QZ4DO!@/,:96@Q#K-!V8E*KO%TC'"OF9* MZT(#BA80C@L2.[-V8-K;U% =
(7&&G"1,S&>K^^7TT1@ZX$E/(]XT93<^WE,@ M?9HE$X==(]]^P+#3/NYL-
6)X%+4\"_#FUUR#N&49:7X5/8L.E]/Y3.EW,7-U M(7:P84)>LF!0XA@4!X:\3!@=#Z3EI/FN^]8L9I5 <6Y&)9-
K4O<\^K/U2#UT M-%FFV0NP*L#2 KN87(*8.0CP)@DUWBR@;V11FMT&B^1_'=&PGHKW\UVD[B@2 MU)9(?
$5$V%^Q5;,S+L?%V&)0X]*WM70UCF@6&6EWGR48%@6%'+)PPE'1SA*_M MP?)^UR@T5BNYJPH2*?)&6/686"PB^|
M'I7_);%Y]"/ M=[>;/307>L6'7"U:9^"%X(.*H+1S?/;9!*>",LFPDP\II43PYL-YW-_L17PZ
M;7=.AT&G'T_])Z>CX&1ZTAY%G:@[&0;==G3(7NQ$]N(Z6J9QO,>YB^O5Y&\1 MNSLCCWK'O>V*(]$S2E6H%+?$6Q?
I9T\8 %DLW68!J6-!D#,%9Z^#SS06.OP3 M89V/;>O>MMEX=-\U?52"0>6;FP)1I,-L+U=^I=+?],,XQC@2J*FOJ2M@34SC
MD1J<)OX-OK#]{.S*KFY8I8"XS /N@2JF$[%F.2/5VB(Y\C9H\QF<-(RC+XI(R@! M6SZ=1<0NGD5BBJ=4 @E"B0.,*=;B@-
>3T>3-KV:/3@ QC"C0#08I['^4L3DE MEI?CHDYX;RP;U:>XZ01^6&"@-,)"'W!DR&N8(MX(1=;8\I3'&(<,3..5E&BM
M%O)#2P>,>(^=X>TC=A?-Z)ML[(M+MV%QB%\H#8$Q-[P:Z^M,U,_.*>!8DK*1 M8;]
MBBO#LO*5F;GK5QRD"QRCB6F"_MC5JS0"3+"1'])B$.*60SZ+J6: M=&
<43:>]9<-7,N,SE'FW=WQJ[-77=C%FG>&\2;Q:7Y4*OQ:V&+P+$Z+!;V;@ MMNF**NVU26#\BE,U[J1-04-1<(*L'M\
[^J*"4Y:_DQL)I*=/402,=#O5 M?4VY/W*P5QF7J;>&)8U9483)DC1]2')V_>/=.6"]X]'6+1D?+M]"<@E4Q?TH
M*1"U.7ETFT6W3JEW^4R0+D<%P2(B!EM'4@D<@B%9C$TKV'=.\S[T2=O),.9?SO_'ZY1CP%&'!?YP0[F MR?
Y&1G0%9_E_+\9G?WCOQU7/GTT_C\S>7;R^N;J_'-Y9_PX^\7;V]\&O/R^OK#)7SGY?CM M?]
((\+MWK^A+KR_>GL,#O(_O/KP^AZ? 9ZXOSKUW;V$BKUY=GGUXC=,ZA[F\ M>?
_ZXM\T%$P7OOUZ_)'^\FI\QA_A(:XNKO${ES# Q>OQ7_27BW^_OWA[?>'! M2^,S<14N+ZXQYGUV]N[]'*;V^B]?_?
7BWS_]Q=6;RYL;F,M+&.3]^]>7 M9^.7KR_PL;Y'B^F^0=,:X%_L-;BF6=DK2'L"#_HXAJ]=>Y]_W."D MQM[-U>7X-
<[C7Q^N_L)7PP6$U[Y\1QOR_NK=V<4%O@;."?_VGY

8CXIZBJ\MK>O*'&UZ12WB[WZ\N+M[@*JK-AG>]\EZ_@\>T"LX6C?X M35P ZTOV"UY_75U\><[O$]\/S^\!5%S?HG;/'Z-
O\/S M(S+I\L;[>/GZM??VW8T^E-;Y]['W7\+W?Q^OOPOG%]=G5Y7O^TL<_+NBHP05 M.0)_OO@O.'5_.7\A^8?
2Y1W]>/..;P|=TH^7UQ>^OA7-QXS/4OG(^>K,T7&" MJ\872P[3JW=7%[^_P_*]?TX_LLY>$^Z:C@B3.WM-2_;M1E)
[C%_!O_IJP?" M##Z\D0%A+]{2("1$KM4DKV_&-W1)WUY\]/YZ=_6?WC4(39FT]/F[#[^3L'PS M?@L;>C.&Y5>?
MO^%!T%&_?#V$I>#!K_&6P\"Z^Q&R2}Y,@@X^K*MU]=O7M#?Z"7??>*/VG+<]$.:EW6G=7K#R_?H+@6[0$2^O+Z
M_%)$UBOX,XPL:T9SLHXV?-\[>SV^?'-JP6*Z_T%OP;.C[ZX]HR+M/[C8GQU M3N.?
7]R@XGH+RP=CTB!F:V[,.KR[T@KOU8??KR_@$&^B^-28KR[@1(,"H<&. MF];/>6'OU26JG7]].[^=#J8]?
H/7##236_/7G^XIEL&KRQK?67LOKO%M4+&@;<$;)7/@RVVN#AS3MQ?TX#\OSWD5X-6/40#]H0]V\>8Y M([B7CZ<]?
O7]XHS5IRAV7)!-Y(:ZV(ZRPG?6.T!,=7AA,-@\-QH>V^+(H'',_> 3"W+!OT%7P,GR4&#SW\Y;\N>-I*\.-; M@HF*3\/3-
'YU@Y:2O"P^[<^+MQ\N*FY,X<7M8V:,('Q(_7<^CN'(D.R28PK_M"P6HI&!J8*F.2>?0[69Q-7YS 2M
2_3'N\LSFC4/XUR'N]4Q#4XL1):M?WHP=W<8WR)&^H+) *H''=.-JXU_0')]N M9HZ[OB<(]&NT;4 *7?TI@HHDV(*92Y,+-
K8P7@@6.IO/T,3:>[Y1IP#S03!5N<97R%JXP6 M'YC<8S%;KFE]2??
2WOKVQI;W_H='0I8[X^7:&UYO;9W/OX+]H94/SX.]_*2 M_7RVWYTY:!M1M"6%@5Z-511IC%K^G*9T3D6^[ZZ,<-
%V))\@9?>_'0*FP/D% MV(7G?+#>7XW_@G^]8KO//KK-K_>LT.*^RZ"P40;1_;HF^UP%CY3Q0W;>2XSM M@-EU#9?
PBHUQRXC$0R)VB1(D8-Z]O;YXS0%!_/.8_!MPVS"< \ZG"@UPD.=W M\F'@&__U 0,+UZY;R*?I^@.(J3\OQ+GYBQ61"?
B(7P=P:1]TMNAM N(QM44]\Y3 MR0&/HB(;DPFX"H%7O@/<[5XG-'K>I.M$'+-5^%%"#=)7#).$B",$?
MPF(%:7^M*%10&'980$CUAF&Y$SYW5R:0E3&53@H0(OI"*%"$XN:4=QUQ+07\ M8>'62-FM CM3RX)=
NVMFDHM:ARB.C9:;!=@@$ EXBA3M7&$B\(5N_@YNZ9- MM05Q+548E=K&=!>O*D==6ZU9"\OAE.!R,;!*].;?
*LWD4.FVP7IU'H7\-&$ MH"_I,5&T6?U4$88M3FSCQ"C[HAR*[,%12W998(SLO3)A2UO".JM2H,.0OP,=BM
MM9A6(MRM65IS+C&]/K]'Z6"_5V8.BW20,U:=""XM_1:K&6-V/*1)V.*RP3NI M6'$EIJ_*I;DJ-T'<3BR9MDL189E6
J"3+O#9&M1-<,MLR5:6I_Y7"%.KIE:# MATA;O0(95)7=FY\EVCEW,%,S7@'XXTN!-O].=8*MDP1615N+%FL6W7*A-59Z
M+ZEDB*ZY#RL#4Z=2W>DL2.8&=@ VF0N,RJKN%XS)U*=(=].8&NN;F^-.RF'8 ML@DU-L@,I)"L GM13EBZOH@8*-
,II)2R;EV'!L?[M-,-;986HOJURVUI1"+ M'$O-PO6J&^XLG8,X,)VM5@$[JVCN/%'U=[&LU( M4A",W!^5,_+
[=V4U:@8_WQF)E.R91'H#JF]^FGMC+M[?LBCZ[KQ8>W""QK4G MJ-"P=O19(X,43%V&CULF&9JT\P"V&&7JW/0.>?
(%4W2L8?>OHH=T]H!_,,*V M".-@/M,H:*W^$+&AX NHG256_/-N2V.+:DQMJIA^_XK:B\@V02V$1A)\(]# MZG/?4I\
[?/UF$3IFU'O'}X)Z'0G5N]%[8!ARN:HO6YIDXE9:.'S3I_*,:VEN MY0TX/AR**-Q/\P?K?L*]U+_/V=D]
\^SX6:B]_R_E1/%P$%]YZM+0N#<5X1A M]^:B3^2UP#@,T8;@\16Z?K!X G?03\AX4BO[7S;)?L*K1]F/ 3 '2J9X7*O0
MX[1V\=T#:QU_+U]J,PQ.N)F%.[] J/\?I4AC)+T!&I]A6?<(0^TOD9$!8%@)=\57X;8&._|QYSB28!59HI6I\?2OH M
P7%9YNW%*HKVL%'"AT&U]ZW\0L-J4"("TF^O_F>1,M7\WL#!F1AW!0?D]B$ M*4V=1[*8*!"Z[=]NLB",O'-

X/OVB\QL.5))EM=/RK9RTJ[DWE(YC3 M5G_:]SZGJUE8=TQ\OLG5D^5-4S$&HQS-FK@^_V8N__'!#T4_=-\(S$?!
M'I2EN^&.7BC"K"28589&YB@QF>.Y*/SNG??!0>CW0JY2ZWX]}6!65"G6I%;XC&:5H5SZV\.WO MDDFRM&%?
&:I2O_@30X8E_IMJDT$)" VK&@J%DB0IU&9W4D_X" N@XE[.% M+J=*_%3D"P6WT2!7_1BV^3TXVO51-<%
(L7/YID#CN49BQ>Z+Y6L@4RI L"PS MUC5OXI*_P(*6AZKP)9[MQ;OF;4712@7V*L$ R2KQ;ZH2"K( B7K-5/PN255C
M:K^25;+2/\!%AW, ^X 5XN!T/>^9TU$936:R^39?1MOV0&ZOF3@6V2P$, MYGR(;,:'-21S38'D97K+4).B,HF"
(,\5>Q%S&7$U:!R1AOJ/OC]HM^DV%2>H M$@Y1 U?B/""R/0H:E&!0B2&>8+00BE$V::V%F+I
M=:9"CEVW:F@8%@6.Y4/\!==J1C9B8A.K6A64 4/G"(2*AF*%P_G'+F=PCU,F M:0[9@0A OOF;XNG7]93V9: >HQ8A5_,/.
MC:D*_ -C%8M6[@0&E&^K49E$25 D]+=R$]G=K_,8YE8!@_E[W^#QUCX-*SYD M$:9-
Q3=2J629;4((>C*CPTN]@.KF(A?&S9*[P>ZWW0YMV:';%@>N;=%+X$<. MTBW:HH&7\9@?EC1>_\U%
<]MD4YX6I[KQT#4WS5VS6%[4VU75<1PM^;B\C3S< M4-;9 K$G7 28IAP7A@=4F3#'?+?U!B(:T+70B',5-
@;J<:'XQ=#A@X2;D1F^ MCS9/C0&@Q4MCTZNB6ADO,OH1B%6'3Y65."S#!*UR/,4B^&$RHIYZ"1V+&#I
MY7"3U+R:$;>O8NA^J(KP/H#D)MNCRLQV"^Q*ZCDPLC_T=7-*<:1"CS)JWA?( M?J+:@ 4^;]6"T&N(IEC-
V!9S>1M8$O&N'J9=Q;07L<[1/A3Q8Y)7)=KVRNCF MUA(P%FV#UR3,5QXM]C> &72>:GDC]$>N6JE AX3'/,1X#
[]C'V\)R6YJAB?< M$O%2Y1@Y\\=8.9Y^A=<_ ^CLM&9[J0DXB^U*+<*9$ M(B"#R&*3Z'\&ZZ7_J2%GQL*1I8,T3 HQ?
R6:?"59N@47/^3* W-,L3JHKB,+ M6(4LH!&SJLML-'%* *O_'C5/YMC,Q@>,OPXH*]I<'>^)70DJ7@_970QN\"V
MG73TB"J%_]"G&Q,\%0GFHJDG*;R'= 8))X@M#AL&P 09"SAW5+ICW$+2U&AD MXA"B/*;T,[II<^E/FMZC-O9GPGJ9,?
ID@?,'7KY7!L)I==*B5);@TC(9K6=K M)FD+:]/*O#JOU]=L#4^WLP1OIEJYB2?"_XV+#<"KM#0B#G$S L #Q!7.)
(0C6=8\[6JCKN" "[HES!_P)3B8N_TK8/*9"7&5?,YC&:6$>8U[*RLG8L!J+8E8A#.A+OQVW\S(PH3Z5VHOG
MR$/#8&^46A*MS(9:4,-T;0B=2CJBEV"56X7RR#Y$.V:Y59U%18C6M)Q+%X\.
M:B++$5>$]X!*C4S"6=/!L:YF@Q&B!>+V2%=H00D))'<>Q>/V0&@DDI9TV1[FW:;912/IN5#\QRF!D'=!(F C'\F%@8+
M^.JQM)P2VX\$!Q0V3191^F2:1\E8MHX'\F:.'5",0$?IZC9*4QTDO57+G(#Z M;WTWC&((I=]V*)
OHI6C3X]!6(*D>1.*K,!P1]/:.LUEL*YA;(;$#"->X^0[ MQP\((S.7"72#6B$/52&G"A$>,Y.-K&7^#H,; M<[+1"+1@D5')F
ZLSXP(:+,>A%[R_J&SHK>$ 1W; MBHS4<-WA\O6FI/;7W%9IW6__T].1>,>_)C/A6X:KF&-K53DUHGW$IFDBYS01
MIU=@G#0 Y-26>^TWI/HW1J>O?:_W)L+72H"M#5N1[D0:6#R'D,\XO)2[W._+;TL(IG$^+"BYOE <:[&VCD'6[X-
(@C,CM&F4 M:32R\DRFD=W$]2)-5K5XG3^ZW!]%0\:T*GJG?65VY UTYW8B?V,VRO[.X9KA M#K:
9QJH6$E:S=4D%CWJMP[EI&GB,8,+>@03S($6RG>QU-<&&'V_P.K9IG-? M^ 2_]6GBUR K$IJ@7""?8K-
P#C2=+ESPB/A;A"@T[ R_&9*!JHXOEV5Q:B_5 M=I(88Y5"00!"F"$W4PG?.2_FWAE&W4A]$H;
<@#>;JE0=:FX1B./RG1L)2%+* M&#-RPT6DE7W/(:#2_B<5CE#!Q'>H;HD1.UR5L9G=B<=0'E12LZ+\(<:PA,(R M*-
<3(DR(4*DDEV^G^5=#86&V08O!HC8.'5ZYPRLOGLL[NZ.7:O\E3.,T^.;7 MHT)!6N9/"@VM?P1'/\B+:/(B-
D;FA$+FUFH+M M(K>Z1<#U02\&"=-@,(W;0F@,)BQFH$T@-2L[^)-&ST3K4)ZL"@FEO"P& MQC#8L&"-E]
1,RGOCP<&ODYZ.9IA3HU(X=> =CX2P. MWPQZH0).?LD2V*^W,\2VW(%/48FQL6L$L]",\&MB_>J)\:="^!'$9 V MR[]E-
&GX&%O)KE!?G#DEV[#>-FC/H/"MQ%5%>C68+T$X] MYG4+@X<@A%T@!MYT8=_ MQ^(F 7 \B D26P1G/,AX6
M$QS8?$!0.@6L/Z%YY.9O\/&6;?#+G'4N?;4)W5VD/&G@B0W1(FRX)*9_'B<. M.#R,_V*J3;N@3.\(-
LW$VV6T/[2595;."3JOC;CQ"7 JVFX%+>DV,"\.0V5Z4DF5JF_2X-O9;/=)#X\G8I%"@.T MS<;&[_\I?EU&"1I@OR'P?
K)EV_==#"*+/NSF="XW6(IH*[N0?N MN2X #16SK28PT.GCV! M7Q'ULM,TQ656%D(4%2]@T67J?X,&EH,6,
M]2^X\MG\N?$P['?V1-8F:R3F]/G-3[%)QMHIFY@W70'>T518I 5 ?T$)6IM+=U.6P+4NM/(KJ?!
[U+\^ZX@65TQ96'(0B%@>(N"W\EE5M23 M3T[78! MJG5QVP"=TPTC?'BLCIM,I8[JA8@(Q2+J'$> K:MDYX<:E<
M/T(#$9\K!X-4_).J \4_5*MP?#593BA%G9B'5+KM">1>[+/BL49OX=LO2*/2 M@Y)C\G7HJ= #TL>9IL1LLY-+EA"Y+
(M$A*V4YIOJ'^24H\F_*8G2MQ_'R64 M')$!6F^<'.5Q0WT>LSYHP+)#(@,&H\"#\3BBD-"@*Y$7\S3%R*&%VQ
M7@B\M1I>0K1D'@>T;^&/"$1*>3D2URL9S%G]P@U+"$//*B3( ^T3%V&"]/>)-_%SJ?V8BIVS3;F+'DS%5L?L+$X
M+=CPN$K9-BHT4,7,%S?90@0843/I:^),S;+DR4:YK!15]2#IE6_, FXF=:"G M10F$",LR0T;/)S.KN^
@IX,;HXEMB!G%QK"H 0.-6Z("?X).FD;%.*D?\/Q@@%& M&6I-@>0G&)ELZQ-$'X&?F,W^^@8NDMHMB?
[K+TDP&!Q$P\%@?'@XVM_=&XR. M]^+]O=&Q, +&A]'1T5_^^]=LTZ/:-CV"U@&_WGEM'LA@L,YI\&_2E\']M2? MY! ]
(S>[,6=:L&5GV@?A+A=@>J\;':&85)]H?4V&:C>NGF9>BQ?X^XEA3Y8=2\WAAL8]]F2=HC;'M1;P2L5CY3WE,8I: M
38.2+H)VYF9@"16Y*\@6E1W"A9)]%I9>D9;9M4;O5\Y1''&*:,U1Z?<5]NZ MC;9)N47M.C2SIN["(8\4#'1@AO"E]|
(V]BEN[U*L>#Q[F$A$6P/:<0*$A @[ M>XSI:>B_L3%I]KV=P7H[:I%W8_=',)JQ:#!L8.0;,5VM]Z)I[IJH_P9KR0PO M-
C*M8426.MX0]Z5#-JMZ%S.L%K>,:EZ\29V>#M9,W>BMF3;H8-U81>V]+?+4 M$]DZ*
(,0>T'0=*5*YE/1=]=COE%WMRMO@]_8($VFXAJ5HL?]S^A2 M[,XL>\'(M(=])6:[H3+X/B@F<#4M'>1.I,/E,@I853L&+
<#5Z@K-;.CJ,55 MDZX9)>9;P9IH*S\I7J/R("H&J%+9,A^B%:::( F:DNUZ\G+V1FX .OZZ)<' M5G
GF4KGT+I5VRULD(^\212/DTS=1)(HN+\UTW$Z'\Z&$N7]DTR_4X?
H$/@UF':$Y5ROE/LCXVO@9,C$;EZ\9U:LQ4"3:*":EK,W";4Y!G M5JF7OIH0"A]CIH;8:8D%6F(E-:&1!>S&EB824!DGJYL?
W9*T+\ECZXI@)X!Y M^]9N![#(/=Y9Y:M8Y;[AQQ"JJ"'AHE39=9.,$,G;<4:\':-XGO-/VI?"Y:U? MY8BK%0@N/NPV8V-
9V70SF?ZK RW/WU!MVP@@GE0IR/5\@1'I1FNFI[LX6 Y2 MF ; [8B9K6 $W3X227Q#T8NF1CZ0V3$PV.( ?
P"P')ZZ5D\JH_.BPDR:A)/ M9U.##,?6D_%)-L3&^G6*IDX;J/^M;(9ILJGF&D[B1><#GK,#=/]/(Z^P#;M@
MTXZ7Q_8#GTJ'855![ED:9(&1-N1],MJX,J4C(>5&0G: MDDKJ:UL7EMUB+UCL]M5>ION,%;R.BQ!H]R=*
7:'UD_M!:9YLO6[KK(P;4+ MO%OACJM%DV47RM7&X\2XUX:R!0_7'18!>19OML1OFLY*OK>*/4FO M2;_/9Y&S$]190>
)#$;4BX[9L&FJ<<+"B'& )4>,MM?WIK6DZAB@?I*H)'M< MK5M4CDL[;4Z4R=BNAA5IV'\6;BWNT E;AT[8X&W9#-
TBKX4WZ/=^7XFW5:[$ ME$\@DXPU)X0DVPXN&*M&($!1Q)GVN4IM6V(I&T&\K.(Q^"T-!;T=U0N1R3Y6
MU]R=1F[5R.T*^1E*SK+I;7^:JK]K_K0T_XOG"EW#S7Z![+E>+E,]NX7LC3"Y M)_G$26;%.I>V+"SF:A;-
>SL=1T[5W!H1OW^4Z1Z)7P"FEPRI";6 MMXG&R^JFNU%\0K@F:R6TKS)DJ7$RF;RI,EDGB5-A/$5S M31"E=I%#S-
ZI)%LEM>LD#K)9T;5;_Z!058@R6'MCA'MO9[ !/7Z>&J,B8>)01[M/,D67#'\ MU([T?C'YWGQI#K<-?
VW">YHJQM2I*X"6+_OG<_"-4.S+Y?@K=D $3(O:Q2P M#-[BSFDLCN/@W:T0K4!X;-PKX7965"&S@G!M/-
LR6&I$5514%.$ QFN.(6&7 M*$4+UX"32'82!_C(U#2"@;H"'+<+YEW[PCXR_F5U?YE['K0','>1H6CCU9@'= M!ED-
.^XJ)H/"'=@TA\"67906S!5T&6IH>+"CX90[9%Q$\29:^"&5ECG8'R8T6 M,DFI&D6Q0^SSQKBQQMWZU%4*
0YX\-4R;T,TRBVLS]JV'+Q1?R-?H2!=G>N MX]W=^'*]?R9$=N)I:7(QEEX/PV*K\(X%(Y\](M1 M503>:;*IJIWEN;V_L[<#Y-
(-**M%UZ^P:9NH59W28>SX9X3HL M7I=@;AJ%\%50U25Q4ZGNTI']K&WD(! :=C:$! :X_?]^F^
MBX>.9^&*!:@T="Q68L.YQB.E^G8IIF6B)\!Z0;%&\]]@F4 9.%Y)^;A8 +' M5IS,$!:)+&OZ(DU-
:2!J66F(&A1R([FAQ,=JCS@K8G3B5;><*5ZXVBR5 MVK:F_?"]N=)&5R<8,PQC8O9 *;R1KXN<(@T.Y $O@[S6'\%0:QR
)$NLN7[MM^=J-\67#O"J(,B&*@Q3CL04T M&
@0A9=/X7"&:%RFRKN7.2$&-1JDJ[X#CV(I.W+19F+*7>XZCEVK>.?,.,MJ M&47.,YAS.(R.S"BLKKCG M
TY+S,B2QK=LYS<2)V4R,PF.0$.1:I)$(6UDJ\+DT$T04;:FH.)4[PN[*89L M56U_!;_$>T,*K2KPGWQ3?4=
(6K(=J>;1:@_U&L@(GAB0BK8L('47A_=_^IP: ME&MKCS>M:&-+.-
C&1#X&>VNF?/=EA=Y]D0+T0("O-9(^D^MU@.DHF53*; M^^I(\CWQ#_3!4 6@<<=Z2.,F&BF@J!X8ZH/+&1(5C^+9-
VAF98-570*WU5]$ MV7PZ!*^*'ZF7HQY@83X52"[A'.#L:?L[^_*-4?F:[U+F7IJ#F.+=HAP^H#I(
M3&$[\7LJ#.6BC1JWE7PQ*U!EDK77*=;E(U*D?G?1!Y,'CL!3Q;6>Z^F
M*WH!]@:7I+S2\YL&7QD;T3BE&PT,VML9'*V_U0A,*JI?BO8PY8 N>P>>'4TTE(O:6VC/P,_&4&=Y^-!<5;[+DT:+D9^1
M+K(G2NO8Z;]GZO7[/(T4ZWNS?/%):N$76TD,H)TY*7<(]2S;4NA\S201@,(I MFH$T@U#:,&)/%_&!T)8]G+-G\'-
UKE2R2]_J:RF>1PD4RZHP MZ$HM)-"F-27;V]G;7;^IH)F-6*(,1FDC#PVB9_69,C8+@VCZ3UJ[0&W%MIVA

M>&U5YGFU7>**+>Y$8[ML:%GF^N5A:7LTYI.XA1T]$1W>'.[>37Z\?(0T=FOH!*O6XC)-M6JA]31!%+0Y0>HLVR%,
<^#9#:ML]^FWK;G_*E%V1=TY&^QT9LIP>=RP.N45BY+5+VRJ=/<;&ZQ/SF$/[#I3*_8-*;!5K?O835C-UI[GBW
M^@^.T_9.67@L/(':R>8 9)[@I%O4C:7=Q.%!MMZ=K\9$E73D@]" M2* W=C1>U/83"N!
[;_LVP(>50\8>'N7LU1Y*2]F6*:A62[ZXFPP20"F]C-#9 M=F6_3Y[;65]F"N:L
M)Z7Q(\0%GZ*R\N8)YN+Q'>HWK>G"&I6CFN5A=P9 WXG0$9. # MM/BMLH12@-1^)GG@,)&S1#EVJ"ERC-
1[HZ!,.)+#Z#KHH$GPYBOG ;?Z6Q^WNA\ M]GYYS_CME@$]W^4XM*^1/<+%IPUTW@N?:[(_+-
O)RM"2::#J0=$KJ/F@=Q\! MHE=*'2\#++8[264-;F]H'I6>L=;)D7B'UF"-AXG MV.$=6X&2 6L5XCOFMF/40M/Y5?
I'C8,D!9 L "", 'E:@"_-,*9TFL[GE4 >5 M_L]855R8KU0_[#K[>V&'CSM3;:)QI:?.F'U"E6E"AEJ,S! 3VHU&)2898*99
M*PP%_1@%';)IHC8K^"(+:=9J U,AZRD==M"1)VW.2S23&@RU.KLZ8D51V-@3]'2ZZ+6+K065X'T=5"@[75$B$S)FS
ML9'*5E#8?$85AH?&25!Q!6WCFY:JM!;E\C$N@ -2F'DQ,3WR?/'3VFT!'BM' M0=6D$!D^'G1+;HT5:[+]AYH4ML;4]'?
@#@UH5+LLDW%(PU/H5C7 MC$TO('Z;F1]@(FD>BMK\^J](RONP"<4" /V@!=O?-PIVR.'@I_1(%"\?RV6E03(#; ?\8
MIWD.9*\ %H?8=#)!M0Y^$J5/,%P)0Q3.YS2!'"*8^:4U_S5'WO9H><8<^4SYB M?XE7],,6@)B*XM)9+
>E)X&8J$AGA>SOC00_^2Y./H.#A/2=Y*>2O\6%%[;'/OU8ZQ) M+Q( 3+\^)@NSNDOL&TFKACR*\PX-
HFKJXIY!GJ%J>]TC+,NS_&BD\IL4$13 M]=YQQ7_T,%"OS$3[LT3\+F !)*K9P2!'1*,!
(@X>,V9S:8+;R!L2>@>CGC$X!AFW251/74"Y13<3NW?Z M )6SD!T3=S(Y'(.R-
=MA^VC$%]7TJLMHO,Q$JN^9.&H;0;W!^&A-VF5IG'HT MP0 )VP0PI3%06$F9*GZ*QB(ZC$SL.]4P#6H-
POOX:1E61S9GJK+>&.WR"7ZA M^<4^=9]Y4W U,NPRL+3IJV)Q7"69J9FL?S'1RE%7*9I4Z.Y83 M]<+9U@P?
%,9[_-4^HC5^^FL\AVR@4/]3S"V*:0;>O"9G/HP+&(,79X])D6,%
M8)!"8Q8DJL)0EK#]BPSOTV,XH!!P!7B;Y$&J_!K+!X91WPH?)8F2H(!4=@_/ M1CT8W]/W_YV?>%]CF=%$I8&F
X.83%:J/>F8R4H)G$-A,1%I9!=CQ,T%KB] M#-)B-=U /?KV^DX]{RFDL#VRTXGCTX3/$2KC>0O>)[=?F"XY-
EZQ>W0XAF?/ MMDW-,@940#J)P+/)L 35O)89^?(Q$K"(/XI );F,U2!QAGDB8"+.+R$=(K,,
MKP>7&0,0NR>$VUVK2]1(F"/7HD;1G"S6Z-MX6=!0@Y1C^YP#!&.')!R[V>!2/\T*9=#"] M41OZ1'UOO:Y/!+%X@YPB;
(M_@"$O@_*R[A=0LAZC;LQ(%'(E(+J;V228L"B]02[#U*1[MP+<# UX"9FR1(5SE,8F_M4:.:2+$P,9XAES2>94.3"!U
]=N&X>(CQS&C5.(J*EB-5T%2:;&!+3IJY_\;2 MKR:^=0C^0.GZ)%;PVU*Z@0VB6A..F1Z!-9?21D5T8^,'H
M7W!J9[EQ55\>??IWM,_,TT\'T&Y ZQKFN#J%)*WD3-)$&E$WX_>?,3N!XS8^ M?1^$I/?>Q[*' F(K*66O6"8MIF4-,]=UQ\:
[(S33!.Q S*[A+(0(OSC1D-03 MHM[F1!$S'/\Y-NI@=G=V]W?_/QD,J,\> \]0YDP8F4(QS^-_]? '/LO-X6JU
M#C>CJKUV,M&@5/1I42R,V&2DF[4V6PN^3EFO=]X&C?-F"<#FS1X=?O_N-\#(-M8)1U
1"3T/9V8I0ZV_3ON,C)UFL@&Z2/)\5*8)C@[]D\#1[S M)))MA*,\&C&!X9+=;:PU ->K:46')B[(&W!EWL"_#
@T,J!19SPBTX6GV'5K MF/D1>MY802A>BRI-HX]=$G$2;#?@B!F/$5W6L M9KI2JG"I?Y4)!1^0>0BIUR*&,B;3Z)?
9@;+6QC.>X8-UW9^I\](R6?DNPKL*HC1S"5H*1Q:8:MF[+299Q*KF(>DCAE@C1$&8!/]1M*3HJI MV/)5H8+F4"
(),B@+,%H.1_=8A'6RZ.EE55#SWC13>%A$1"Q\"@%:-ABX*Y1B MU4YXDTN3BG[,,48YPZ01]*S?%)
[<&Z@N%8I16_W5L%[-N[JA:,K2R] /8Z]/ M"6&I/Y^DF<24V9II'9'3[0IW+8AW'W=7$;7F$;JE0*L<4:V%Q_V<%:T;X4]
M;WF?J&>QY*"B8!QJ!*Z?P,"3XI IS4103BR%W^(1[MO:GN=M ]#&#"-RQFW0 M;,DJ]*%)5;L^L28VQPH53[;T!&&<(-
Q"V%??S08Q-#<_2YT-0'"DRQVS% MH0CP[,8#S#7I-N4*>.3677FE82F]Y$6TLFQ#M%SO+K)Y:[J7R_5]%6%L,N%J
M1Q]ON ;Z6;8?+1B T[.1S4;_R7HV&32AT;+OU8@U>_>R.W)9/0"M=!0;4 N M=C$)K]U&E.
(&354;9E[=*OAP!M3>PN8I+SZV 560+#"Q=;C8R+OZ$,P)(J=0 M;C^?S(J ?6\X+C7 :%9M7\I/$+.[TE9]8^[5)/JOOR3'A\'!
(!KMA_%AM'^\ MOR?+0?1>/@+__]:Y)P1[7]?23V]QH*I)H',ABLXG4[C H39Y)>9*!)_VP+@6%N>Q<).A^;7CF%%AHC+
M6KJ"[;.0S44_%U4A/5GK;BYP!6-.+*.%?$]U+ZM,&33-CP -:0Y\A:6WN_,X M?=^""((/H(6#";82 -
V7P!D'N5HJKRH319C:Q&Z3=:VHMB\HOS%;W;(3ZFT[ M9).A]AZ?OA3">E,KJ1V0GC*79:5-Y,I^4Y5@B)!P9YN<-FR3J
+=C,&/!:FR M5=U#=XL[&UAVZXPE;;#;*DKA!YPF4;IYU$J:YD4&BT83!/M*CLL9^F1>TR98 MT
FI35IYB/=0.\LR#%^7FH@ M-(TN*E/U?\+W$QV/ALBAD85Z?PI_O;DQ6JA-
R5LPP(K87"%X$K0\S*4H';K'8R(.];@Z('&P!J!%QGX7'#([H-" MW$V,5BQFJ$:H&:=LT)(9U8&1MPJG*&94X)3E$\?
*MX.4S'*/!)R,YGW<1;Q M"N$&B5L(E8C("#$G1"?1'( )">'++YE0416TVQ![J%&1P:V@OD@9ZC8O%RDU
M#*T'541E\5:O0S$[:17,Y#P8\?=:I92$SSDSR1.Q+.'1DR?"6*9L NK)I.:/ M]4%0Z+Z/N<8NF77VQBB)PA"*!/B\-
M(BLM2BH>JKM\B<5K;VTJT%RJT XUHH M,2%.)5$1<)B0AJJ'H^L99'8PR2"F (4.6)(LZP'D8BR>TCZ?'$L';>78E/BD
M&"M1UK@6("%1OO45VA@P_27GH'P>>$S0,&1PS)(9KZ:XDXSJ^!),)5,IS&I) M9KCN:=><>'GQ"J9?%N
8Q^/1:'Q\'.X%A_NC<1B<'(R&^_M[AX>CX^'A<=P% M.#8BP'$F+ ]"V2%KTI9')YIM0K3++#-966N66P[J ?#**9A?
K&NYMZM*OO^< MU=I;C3QBG;A\H$S Y#N'?DVID7U7+M!IH).S)\[J*!Y3 A^:0?6]D3ZA"-T! M1P=897+6JR)F\K_
Z*U5ATCRIW4 )?L9"O*K2"%O^ 2]9K^SU\1[PTU]8EYT M9JG-IW2*Z3$"'
A/!*K0,X28!3&M>GQ&),I0;'F'!'TNL33BH[WKW\4+_. MO%^?\%JJ^YB1E0#XM;)@(<#/+!?&X6-7X"("0=73*Z?#
[*!L]OY!TYF8RRC% M0.A>ZL03B[/]6M8_4_2 J^"X:P_Q"M=<1N\AG_%,J?X^DIO=HCZQBZMG7!QL MM=HQ*-
,X8]0R<"476)L?%]2V!\PSE"L*-Y1]97:!]"QXH=U4DCZ1:9KHE0^TH MKR%\C29''4'.*@0Y:!WK_6;BZ,Q]055\J@8<&-
XX4>@VI9/P9[FS5;P)]I&3 MV3/B#JI@EDF&P:J#R(0<#1\/FC@O,8:7E*QCQ*N4,98C$HXIL#4$U?[WN(6X
MO3W=FG@9IA,2*_9Z\'"/OD<)S](.31LY^S]*./$$I"<*DQV&^ MCSD'TW@J)$VX?U.M$80-^C7&#:/P!E*KA7+'EIQLA
DK#-)UGOP/6.+#[O0I M-=&AMNPFQ>-C+!%2!"#0@,M4>.8I44Q3,*HEFF5<%\-TD"\:V)/-XQQ9*>E/ MP3>7/-/D:W
H+OD%N8RCB"?@V@'#!3<(@D.K[ULRAR+L,CAJ72A&DP;??!G( MF^>5+E='"/-CP 7O,#]R_B-]
[K9YAC*6QZ.QXFSJ_"U,2C<5_3.K(= 5SPL3 MK2?&-XZQZ3+$'5@)>ST#FAS/368G[E6]^-"%KQ+GS
7W6GIW2/:)#U.W2@I# M8ZM3V;R)5"^S^4/<>#K+)L)M-=C?XR),2J79 ,X7@5VBZY)M:EP9.;A5%7/O
MU%E4@A$_@\A/7P8B=+]G+;K6,:6>T.6.NMS1,X_JYP@G"C]LI%"V[Y--&97M MQI?Q7[R?
QK9>8FU7,PB4J4K5=R6#QN EIXV(-"^2ENEV MPMMHQ&1YUF#'X
D6>&5>%:$UVTW1\MIH=,8(UWW2N.ZF.>!+^P#/8)I;_L"R=B7L;I^$W#83UG,6 ZFDM^N'=: M8E!='B$7F2Q
1$\'3[X8W YQ,'&0&DM>"ZFU\<#Z9U4D992PM "+3L*TFXIV M &8!UDRL*1::P!Z0+1-K5BJD6HG:0B9OC?8=.
<=H#5]4Z!RA.XH$"W.K3/> ^ M,I_# TKT@ Q.872V*/-+UV'EQS_Y6G5(ML#*&_B*,2=BMI=_?B0(0A(J!J0C MV"WFK;:.
[1YOKIB[*6 TVQIMV(08PIML44/0XN^!RV[R3&W$2?Z&.A[C<49( M^R$7:SS_L8>*%3P5IDXI*X*L> /[/!)2:&AW1A!"
014"Z6VHX'5LH_BEK6: M5K]E"?2G=LY>ZZ1&BPE_K196&HQ&K$GFN#%Q91PV4IBLS2>K2U97\+8ZMZ>Y
M72NKSA>&6^TDA)XZ3Y;^AC75X5)3'R\+'%H:L5(7(KK-OLW.(B54:]/MF?]^ M2C5I*+UVR
5?.H?"DF1L.5"0392&>*1C85&,N'_@JP4_884WJ,?U2NM!W_(J MC7B/R=@EV!%M6F5[DSX'PX.#H\/#_>@X&.T/PNCX.
(P/=X_#_9.]H[V#O:A+ M^FQ$TN="K-\T4W556YST48F")2U927DD_-X+"!5ZLH@1V"6#B5%DUU\51%0S
M,GR;&%!:'&9.8JXX_<:V-:,BED3?8JH5BBV&XL60;$V?F+RX\M::G(8*-PFR
M!_PR/%3W!T(S%E.LE*"23%UY^A"PF9Q,1PCW,*R[DTPAX[!")A1\6-QZN"9 M&*9!,K70)TTAQG,+,7.&OQ%+$ 53(+?P5;
(^X9R0Q$@PY?H70*S+[ KQ&\FJ(4Q0G@.N:QAP$K<234\6F7IL3Y);C M1E4;WW2.VE5"Q"!L!L%"NDV%16
M+!:V0B#31:.YBC> +XE8#:/6F4TD&ZZJ?@'_;# C71/6UA#QD*:^M ;J:5R
MZ8#M)!?.15XP[[#1B8(DA5T>V'10;J^!/S5+)U; M;7]TWD0:9^Z#^TPRU)0>!'TZ0:(H&
KU.5)EB&/O8_#OH(CRJO0^ZV))G'0* M?% -E9 A!"5GE+\@J&L=@_6TS>DKG%E=-RK]QPF9;T$-X/O4AVD"X07Y4W@V
M*.,92SSL^L>XE'\Z(>A>[9@2 [A6WZN3RG6\W%/15W!(S0W 849PK8N9_5;B MOW*&F-&/D"AZ1NULA&8I(@Y*B%_]X
K1402PSY3K<.5#FW4X^'[\\)D$PT,(MT)QZG.1EYUF+7)1]9T7,Q=(1.7.-Y(#%EUUVH,L./--B!^W<'LA8"5FZ) 9=
MWSJ2?Q%/LU):$D0X/@:K4-KRKJUBU+J XN2#QV3[8,+G%11[LN9GZ2-;!81:QJ[@9BEQ99/-<4NXL[2X88&R6-
G7$LSA:E-V!7PP*PP(A.+9!CH&6/04.A0! MY9%IL,.HFVXH>6,4BMZ*OS=UZ;$O1X[3()WQV>"VMLS,@S4N.(:IZD&0ZI)*

*M17R< PC2<#9!CG{Q""6F199C-[TC)SJ $S\1@Q&7]6U6,%]8=]_B1ZIXTE 7*
*M>8(K^*3/M/>-9YV/>2\WT%EK/6F{B2T>GP&*UP[?:1\S^W:CDP KTV;9"*4#=/03 MH7ZEY0@0P7&5>E/H Y-*
*!U;L1,6QP_:##,.BF6)N38G<\5+I)*]72-2VCT3[5 M-9W9YP:GBNY6(F&..:6>9!29&\V9>34F{CKA-#9PHQ<]+&*
*(2/O#CN5@ADKV:C M&P3O-;E*RO51=I*EWVN_%P\:]BT.JA\X821AA"SYXNUlNW-A\!"$'&B@P"YM MY=Y^7\PF]*
*(;%K*+DLE+K!H4]8&!Q9@^,5%G3\0,..E8\;%@/TY/UTL\'?0/ M3;QHKB#>!=]A^:((6&7(2]J8"1SN#';7VYA;R-H\B=.*
*(,ATQ46>;40R+PF]C M)FY_$QJ:;]!L[+]XXFACO(G6^/^HO$J&P$$G48R M1BZA:2"#O&1H.N1:LH 9'(624HA?*
*B;!N&GQ/IM64PA7)J#)M-+/U(QVL$L?' M%H,Y:,*5)@Q_+ZF:C49NHU!_0Z$(5TH**7?&G-:&M9=\2\5CPM6 M>8R3^BO*
*M)!U47FOH!E]A:@I\ E7[/5)Z-AL'MT-(P.AN/]X^.]D^.]<._@9#>, M#J/XX&C49:LW(EMM-*
*"\FK_06MV*0;G'>^L[>=*1BI%J)/>D+SQ(JSE)I;J3_MI6UM,D]JATS= SRRD?&K6BM*)E%5US/!@2RYP+N%8*
*E">MDL75 -U.JWM OO M-16Q/AC!@Y(^(T>*$"JDFM7)3F!GH W/\A1;6(!S;E2$;)(1NK&H!I'GR5V=>-"E,9*
*M[U3HR3NL:.'H&_."Z;W6'@YQ%M"ENRT FB^,B-1819RM/^[S6X=&N&X-(9SCK= M0X%2"1P0*
*G2K5'5WC!BHL<+7\)=[AC<9'#P8P\6]\G1 MLB<+@^Y+JSFIS,A6Q+(.,CI=U8T$4TN?/.S066^69S";CY/"!B=J8+*Q2.V.*
*M>(<3VC:8ZS8E.'5JN&@0.-(7Z#R_AI0!0Z)Y+L44P.QN"LC!-# M;_2H7,[D,B:>1P5-:3.V\/Y8I8ST)@EC^M6SU&I2?&*
*I:0".%CZ:O7),$J:2J M"04C^&5\+TGQ67[MM8P7N@\B+X.7D%$:#9:P7V5[4PZ[H[V]\2 >#Z+=D_WH M8#*
*<8#,+P<#?/GEOS_G]SM]Y;__A>Z>7[[RS]\O;NYLOXI.+2^_T[.SJ MYMWIY=FY]^?%W4??N_MX#A-QZUV]QW_?*
*WIW>G<,?E^=_>O^XNOF;=WI]_>GB M[/3MIW/O[@KN=G=S>G9WZYW_G_.S+W?G[^@IXBOQ\/=?/GWZAW=]?*
*O/^ZN8S M?"4>>?OE["/==GOW]NCH.(KW=@_".!KL1]'P9!CO'@[W@[W1<12-]KOBU\W8*
*MVV>:\F^;C92[7#)D@].IZN9"A@?F7BYE M>V#56IRAWEDU'5$9E<&;B*A(_H&XG_"2$[:05+Z.VFRIN\I.=>G<9J<6[X-(*
*MY!A+!X'W! T$"1[WJ$#>ZW$%T?6[}ZI@2!6R2,X6[*M9Y%D2$E\$X"8O'!YH M!0S7L"#=0QU %#D2W8QB\:,Q?H"YG*
*<",^=%\\\P@CYB#6R7D[7P=<7L3H.O;-,!N)[MV\A M>HAOHHHPS,!<4-'\&WV&U2.-89JLHV0*A2MF]RP=0V=@?*
*Y"9T/?MF9, 3M M/XS#@Z/X:/\@$/9>-.!J?[.V*?X^&PZ"#F&S&F6#FG#$.>*/C@ J3+2O-%1A; M?+#-*
*!\@2%"1RQ10Q@=B%-KA/1@EINQGI#C@&N"&SK$_BXDD'S-XT<0BE5WQQ*
*M7/*D6XQSN$]!W"R6X[E9SJ4'K+JL*+6LOE*-@Q%VF:><3S<'F!<_NK ;HG+B*
*MP?'!^"B,POW#:/]@>!",AWO1P:$\HHE%\T*F=.$FAX4ACDIJI,"2!.*
*MV,O8I+]E""P3N/&H*)$"P&J^^8SIF4:Q^VN/RJDDVA8Q<0;O+YP3C#9*S5:U M"+[E^D5^JEF> AUF24F&R 3"RZ\JG0B*
*RX56X@OYL22OXK<'\MG@:^Q, R:G MMEAWC0Z/CH>#X>'Q\&AW?S3<.XX'1T?#XV!T0S*?*
*M447@39XS;H,)I%*I;$SEI:AW5=XM/T,DO?3"1QXPL-BF0K($W\06YG$)VH;YNC-52FM^.0[ 78T&9/8ZRL42B_>8O*
*MKH&[//J&YM%_V=&X?W)P=+AW?!B.A\?]HZ/H9'1TLG]TX)96WQ=)1'I,Z12\%'*#F M?3OD;>@'MXCY%H%$=,X*
*MBBW&0 )7A;K0Q=?WPY--M_I0A7+UON M&\)OK?X-00:.IQ+C%#@P=*X]0N SXL8:A'8L,=W\.61 KU0XKRB-B)0M$?'*
*M)@I)>#0UXA02H#9CF6X'= G7UTHH_\^D-&$]N*
*M5SDW^)OK5VDD(T1@[+I1(/=X5Y\$.^?'.X/CSIXP&8H^;.H\^4Y]N\N:;W3, M\MQ&W5,L^@-*
*L#]+EQ%D\3G##4V\ER6($3$>2%_L^3QCPST&PP>KWXOBY=<2 5VQ(-PS3_S)(,JKZ@ M0S1:W#;DB3.^O2KN\'*
*W.#H:\4 [!P?'(W&!X>'A^,H.AD$\?YN%Y[>#!7W M,0[0@-IR]:,;Y*&5R:&%>WZY!OH#-*
*&5D,>F8@JL$:0BY41O$,?"/+)T;51<8 MW*7 =4)T?^J(H* %I,B%=;+E#/_#P=ZA4,CC:! .]Z/Q41"-Q#OOG@3C87QR*
*M39P7DR!+_OV*>?XOG+PU(G]*,@SX[6/>DM!+"7M- M&9,BCO^2X[C(2:@ZT'N:J[B:CH2WF%(6"EHTW2;1N/,("?*
*&G6.BDR#*-VVD&31WJ!9@X>F82W%3$$W"-,';*36:L=['JY0-/ M6!9(G6 \IF]4=J?!-T5=3^-G-_-*
*+A@.YG6'#98:ZOTN(:YMRE:F8DB3P>O - M3]+5M49C-7(_8)LX[_['+IP72$UMME0QE[&/F:X$! /'SNOX@L_/ LF'%/' M?*
*V,[T1CP:=2>5',@F8.T-X0<,-E:5]>^VPG696%RN!'K/#K4BQ;X.JCIM8\! M@T#8=4#DH*
*M]!3SUPH1Z%"^YN;MU<:M+&9.37#) O:(6#8-+SLV)LS$1D 02RK3N3[]5;JW MWS-*
*A=R0L+$^GL+*4([]3&00I5]C,_*6/^OJYON00-_P7TU.DK2J[0:)P&P7 M003;JQV=0E4*$\$[\T*
*M!/"D70!_1))>DXPN%M)&,30$5C6>,Q&LBCL&H;"-M\6/&U=+^SI"F>@AK[KC:%3$0K7[F:@I78!4\"(:47MP$:?*
*MSPMD_F53B2PAU#C&XQD9_H(&@/IM@Q$@P_=L""QY^,JV0)>AWK8,]0;O\!CV0A)6]3V3Y'J0&R)^"*
*(SAP/W/TRGQZ%5,I.7V]ZU"*)D 8CR\(]U$ M#4QV9X8Q_(B'XBO6SVM?=6I*9\D4; !Q/R*NI29TU.! VZV."P+IUP(<3V8]*
*M,]A4O,'.WHY,:U(;+@UFU.:OOB&!LNLM64WML7A^Z9V>8H5LEGRNMLNW^UUZ M;]M/4U4RUD"7LA@.T'+ 2D>*
*[Z=>ZC1SN#6$2%]!8UC>Z?8/4PC>/BZUK) 14 M9CB9]9M$*;1>\]f]>^.4VY.NS+<]:=\--_)BGV)<=N!F%G+Y-*
*(N\&5#3^C2(- M5+4DS?19#[#K2L_W;_L"%/Y#,)?]4-"#,")7G%UU3J5W,=72(0,K&6G68\A0 MQ/2$#;*
*(P^W[?!Z6QL3!8BFX,#;S/G7^@IY[L)J3.@_'&WA]OW\+M%_F'^(,X+,?E*K'$NJ><@"'[W.JHK[Z#$N%(^L*
*MXA0KV^\R#>9FA( W*M$KIZJKN;P3WI^DA]\.\X]A7*A"7&4_;_8N0HT4;BH MDZ4663I?*
*&!N"^D=JHTV%TE"CE!)$#I!LE&_B#+!J[^Y;UYGY"-^^X;@Y413% M81H4JOR",DTJ1X1)HP*/#R?-9;3!Q7,IF_>UXR&?*
*3.@5+$B"$T%K*E<6)G"F*!Y&"$0[%TCJ^_[$)?4 MNW'Q2O,9].++3+I.CPGO_Z]*S+]L-(^#X*
*BVF<&LBZYUF\4#1J.I8<2ZDSO^ M&<6PB:8,-IT%W^5>+"T+37Q'C=8YH6O$('#J;$8':,HF7S$F2O%OB%@=!TG**
*M"67WHA#+#0WMCD0;#]2=3_:9"U1W87% %>'5-G=7FK=2Q]6WTM0@C0= <88*
*M>2FT06[(40%YEP0VW,SXN*>D%4JA'I,(>C=RQW \XGD3CJN,BHE,'=O8*5*6 M$8W%\)@:7^ZG:G:?%V)J(DY9A;*
*(D7C%]UJC1[+ 9B2P*(82J9.B,2\&6WMYD MZ)#WN\04&PZ3C I,"O-/#$ ?Y;]$JL6_5$H&)1F;G:.WJDOF=(*
*3R[E;P2Z^PO.SO:-OXOQ4 M#+D!X.(W'B>*V*;6?E76/6"*3H&2.=R+3,-OC=X4"D+DV\^DL*Y^M*;:X5PM*
*MU6I3M]ZF705E,'([XFWOA!IJ$4;8<, M=@*CJESCG/%5CL8NZ<4< 1R"G79OU>X7K=H]RTV.B!I!!$63D &"3658.+22*
*MZPK%E[V)^0?)="H.:G$M8)HQB3-),-;)7!R<^.K6K77=_F=AH, I521/(8"V MPYAWG 81!A"8R1?_:$N=U!OT7#63(-*
*@J7FE9/0- MRC(/D\#]>6^+3%_O>IL]:6XF955,$RIA./I5((L4C(\H]B^F#F.6,&7PWB?Q6%K C\IC1@8D_*
*HJSI,0*4CD5TYX&'4 M19VV(O+$BFDLK+9F:C!7F'VQ%)NQ/S<&T?]Y=3&HC32:#I'5DU@G!Q9FIA2'*
*M$:>19_>%XOIOOKXYE;5\Y7XB.G[3]DZR!($L-H.A-U5]0H!MHW4@7J?S%V)C MG-)M2!H6$>&U*.'/Y!*
*:AL"X+X##>O.\$NI6S*-P\Q0"C"+ML^3--,_BN2?4 M)-P:U&911I0R-*.))E4JB#@UH@&V]\ %BB?*
*4B5V.FJLG$*I6QNL)!9&JP%0))9MP5!'BCBPC# M""A2"HBXM[.WN],;]=L+$E]L13=82X_:2QH-$T1UFE7G(27-*
*%I;&P(9#_ @U MZ"6-7B>$X7M2.L"Z5CA_&D@KV34#[T,5@(T.A#;JI.]>9Z+>8X.R' E=I&@$ET9@T8,M+.[?*
*-18+@TGPSY;!^:\U8+)GJ%CVM)W4I]]9QWQO. M+A7:QIT30E=JA%?AUN!QB*
*=G.31#2Z&W#GHKDAP/#4OBM>!XMG17W"'Y$&HF M_@MF5:9GU,8O<4'6$-#[]X*)6.*
*)>O=3I&QGGC]PA,1,_L?!KB^$&OZC*YG$ M+P+LFD>_T)5,*T$M>>K=S%;3H'FD]W&J;FE.-L_MCQGZ7:K-*
*>$<4,4C"J9?X?M993=HA_SKL]D5F+QN!1$,RNV M[G)(D5=H+0;>0S42UH*J6+9;-&9QP@>)O>+9+]SM78)DVQ(D&V-*
*YP4%!R%QI M"5]338959M)OHVQ%RC1M2)D?HTY0]--%/$X)!4)9$R%/282;4 ]CW5>2!&"FSG M(_$J:+N*
*6AJ1^1AYZ#*8'H%5".=$I8&4-2=5*166.#?ITUB32W%T!^EJXVFF*
*M\4=F4=U#5915P,U.JB*\A]@D&D)!&EL\@Z,@^PK$$ME$[ !\>,H(ASICK4TD MZU8AU#EJI24!>>?0%AI)?*
*6L.5+TUI*@9]*E#5\+:%I)2S+'3($5L%=]"K-/ M]D8A"X"!)UG,($#)A,$8ZW>O:99:;6@C"X+"*
*<_)3H:2++L1N&1SIH55F$2CDA6C,B@?RP0@EOX2 MTDL)VE457/W/*C/JYXWV+6(A]OOM:V8J*
*."_QM)K:A6PPFL]9]@+9X(N"X,,_M48(X&,B?\ 9C(_FI^ZJFEC^+'1\(ITT@85]T!>OD%%KLA(2 M->:B)5-B2@ H#>&,"*
*()Z:E3-!-_$70[!UN_ 7945D@SUN:SAV(C\B;#XQ2],PO7>D3QQDZG*LYFWT*X*3*KIK6@L5CIG MXG,8OW+R?/.62#"F&*
*(/,OCX:VM5V!;H^W#'#-AR,6%#AN@[* (%>8V./#0_T MWRCEC4!9)DFL,>74@D',\CK3^\"OB;91,<,H7*
*5L5*&)19&GHYW!4-; ;G-; ML>#@X# Z/CC:'^_&^^.CW=%HH?BO_?%>Q*V$2QLIYT"0M7,GE'+ M1=A9;X,D?7-!Z@L#*
*<4*>WRM3_T)J\.UNIGV9SV +JL(%H2.@;XZR&LFB+5KP M*[K= T>[#-L9X (3U9'!XOUF:FBNX;^7_-!F T?%/J[7J-*
*3ND\:E,DIT\0(I M6U8;7=9[N"'+\)M#1?9GD4F((0$X0Z@LI6(-1_&Q53),,+S;33_*5PT&R_+"U@(C:E7*

M;"\0VE]V:FSC+5LU=@\LN3%}1-UKRVJU:M060X4JG?"6^$L[50CK8A'_:1G; MS5_U]D2-SLLH)D6IU$^9-
#"K+YP9{G!JM}?&&+=I<]Z>$0<,6E3)KG'>N$I3 M/B:P RV$O,'P2U-
K(]H+\..\:!LV7Z_I7181L@6FSTBD5@1)P7;1]*%?.UXA M1,:>J.$-:< +E.&J_!ST(87?
+U:'/KK\3,Z#FI>ZHO)H1D4"7/B)82*@IF6] MS!6-I);ED)"(1[P>)^9!O&>2]$O"25=^"\1V0Q(O!
@D.U??,,W1BSH461H\=%KDQ<]/\'?YFPW-WVP9!^1B"!;T]K'*G1412DW7U$/0 M5+=%?
*/\|Q>RYK>71_YP=Q0/Q\='>WM'N_O[PW@T/!X,CP^'!X-@&(X..A[Y MS8A@7.;B_S\^F3U^4_:UM\!C6Q]G$,U.%
(?,#O)7/%SAJK_\|SF48X%'1Y73 M^K!=)\71CN=] 1C:$CIT0LMC?,,,]_)F*FG:#W8&.ZCS#H".L-8E[&GDX[+F
M33A3)9)SJ_9B\+,)\.)0S'Q;8T+H]F9VV]1$>O5;>[ MR*UKL=.0/D&+'HI<]8DE,!&0>[VX[M]\QZ#=$=_,S7QYY5U>_?
WT[N+JG-W<7{K?3R_.;^[\CZ>_OW<.[^\$W^]\RXNQ2=W'R]NO=,/-^?G MG\7GWNW5I_-/__#$%Z?B[W?>J?C/S?
GMW>G=.=Y/_/+SK7?UWL=OX).KMY\N M/N#KBL__O+C\X'VY?'=^X^.7Y__GXO8./CL3#[RXTP]RAO<.)NT.1G2.M[7&
M='5#C[XYO;P]/:,GG5V)2S]??Q+C>H8Z#\/Z\N/NX>*+@-^:3Q'_=>)^N3B_%G)U]@2MNO=ZIF,'S]Q>7N*B+[_>#
M^.OG4[,?!T>@P#D_BP6$P'NP>'NP?=1;F1EB8;H[L M)IX$!>9P3C'=C+W^Q$'Y_[_V^8TV%V]/KB!5V$SCS&&%Z[S"
.3"03!5Q5G M@3>1,
TK@N8CO/"=>,PCAH!*I!4BS)P5KPK,,);!C:SR4XC@H?/1!XC9R>]^\NSHRF8.^%5P*42N]BC(Q"R+LJ$$AS&I(S=I?,M
!=W(6_P+H^B-^_%-5^]/\&5N9V)T8 >5UU/ /(@]E;A71?YC"-C<+?>+)]P M+S9>=VQ[L5DP\Y R-L)XXV&,F")0#
MS\:=:4D]+EQ=H7@]M51X*A!Y"+8Z,V.5F0/Z:#OO)$6C_6A(DC!/ WK+,UF) M(OX@GUX7)7 MCVJYMZ^4 M P?M(,%?
.87<*" E5*,VO8]95UC_99]XA+!;ZT55ME2S3FA&D!.E='.A;%J M]E3ACOZ5/D<7KP. /E!CK3H;!ILM7""GVS?G&JOL:W/5]
[X!(>TBO5G7B0MT MX8[7H@%H)O'7;S^>X0%_.AXG:<)W4"@^@8Z14I
5T9U\!F,D7$WAWGQ%H6F/770(A@U%,+Q4R'-S M#;T%&953L0U+2E!A1FXS#36SBF2X3D/-9TVFB
00'T)L*]87S,Y?/M6E>/V- M6#?:(ZB9-!O@%9!51:X6B!6BN'D6 SE.>2TP@:(Y@:W\Q(:.A'&?2>/!9Q(P M\>5#$7,-NE-
%Y8M=A@;&V8XW.-X?]+[V^\HYP%&L(Y_42?@+^[SDR6^">$N9 MGFM#D;7H8N7YBX3M9'>%M.3@>)W-
U];]SL^.!#7/TA[=WL+=SO(=6SB+_TO456R^-&R...SO'!PW MB@,P;?PT8=@_VAE*45@$3?]-I&%SQ&&P<]"L'=[?
7OPT:1@>"Y=A(0?A3ZRV MZ@R2%0P2*^ZU"?;(/4> V84#=B)J'B7K*$DX62(5VO.IHFF>70,?U-8>A)5 M8 =.O[+.X-
YB^=X,:,$2J;9;OVN*?TU))BFIY/V>(__L51X,3W9[8;]WW.^] M6PLX\>?=V;A/B-1=F[-%3@9_W&)#Z0I+"S-QY^\S[SJ8Q.*
]8;O5W,6M%\>M MX:41B3J(1L'^;GPT'H>#_?!@',1[<3C:'8_B:#@(=X?_=[#{EPT,=F\8@O(" M(=*7Y[>WWI\
T0;@>4/5!M/T8NP: ]=W]TD1>:?WH"C*MG"/3Z0ND<;_R7-4TLO=I]D_6=.22VC\ M$\(Z2]{@27,A__^ E;\-
V(*TN"AC/\J__%'E)0/:3#_:Y+AB^"/ M_K!1{>)V?R"#7!BD/#P<*7W-FW3_8&=PL@?[=";&.HOD@WD+{^ 6_L]95/_N M:.?
H*#UV]V=P;.^$[-P-'SF+]O'>GR\LW>XM])M_Q/G@>9"S';Y$&3_]9>3 MOSB+]M>]A^_>H/ED=N<\?_CU
HV]]_S39Z@9^?SYR^4%%+4H233>TSE&!T.2 M0>/=A[5WWX4W-^;R)US:,KJ]'QG=X4J/7';
[AH6'#;PY]_[6H45:/O,KOA+I MC36]E6/FO-A+K6^=I%6Q?_1'B?_MW%W%2W@OSH&G+OL">XV-% MO+S0?4?
BH/"0YMF3;_TJ)>-GO?3+^P@K&BR7P92HFA9*SI+2M{6Y?!< )M8\]U33YS17U5'/<"+4[_A,-H5]IMG5W>MG =?>S
M[F<;_#,*FVU(E QJ"I.L(IJN)?&R7^GEO\Z8W*?S#Z>?=O?05MO?&Q[O#DX. M'P>[+Q)Z&VY4Z.TG"?GNTF+LN["C1$-
$["D!-*B]/4^GL=@@TVF5(4GITW?% MDW?,WF!] ?0_SS]]NO7>G]Y\N/+>GE[^S?GM[=7:!?V'BKKE#
M9H"XO8NRK"#]\A8**;FS<@ZE]J#_S/[ILG?Y'27P=14O_CY.Y?-D^=6XHG\[_P=XH.T.:.=G/M'/ MW 87,R@"[W:.S.
[_;^W_-G^*?2].OG.X\O4XT-U0T.T]OTVS/NYLO%[=WG&_L/+A7D"D\V_'^GF0@P][':G(/ MS6K_I]A9W[A?
4=)P\=1N^&L8#J;7)0ZI[[KONN]^W)!Y3>Y,YYATCDGGF&R( MS7)]>;8,!=GY*MON]]S>'T7B?
=H1&R:8EF\^QED^CHM7XR\TO]Z6O(;E+]S&
M62(TEUW=M78CI/NN^Z[];ON^ZYR'SGE8N_/0):E>U7*^:E_PU7AU=^|| A;N
MG.YT/MRK\.'>%@FT^XG3#X6X]M7X;O9K;'_N>-?W29HF#^46 M%R4UO,V6O(/A6)Q6L_N\$#>(/%)V>3%?NYG2?
==]UWVW?=]UQO5O;UQW?E\G MFALJFIW?MVG&Z(>K3^\^GUYZMZ=G'V\IE?3E]K1S]EZ'LY>++70/69=O>?$U
MR5Y-+LE]L2UY@<[IZ[[KONN^^UE6Q6OR+3HO8U7+V3E]K]?IDVF] M\W==1=AK]P$_)
[/P/DY3[^_Q)'@U#J#U5ELR>I.0<*7JK^[L?/%VSH>_0T\9 M5R:;#]Q;L8&B*HV]B]6/QQ?JL+ZF-P;S()F!J=".$GB>=?
N\7UGJZ>AD9W\= MS8X/#W<&Q]BS^*G-C@\'.\<'+]^7>'BP<[)_M-)MES3_' 7AUTF1BX/Q#8M8 M=
+_[P^>5)SWW9UZUTNK*^;3FF+R-G%F?9I$41K_>JE'[>08< MZ@?[@=!7X MT%<_GS?Q8YX^
E&WUB?"01'S]J3.M"\K@Q[\[W#GZ&B3N_O^*0RVTGLO=%2. M).?"[T#3-4B]T[+,PP3_6D52?Z% TJ1Z#;*)MU^3:#9/\'|
<#_V#W5U?/&5G M=[>3QH63];=XCDS[KT\&US>GG0^8;+NBBHI9Z@).WE[IKP='H*L=?*VRF0A M
=0K/78[$=P*$81J=9+ G=,=KQ.Y3N1^^F2=!0_)3*BZJRSN%-_+2N%N)X6K M3M:'/(W$3;S;
(+POJ*7H'G>BM/%E2U<519_V]O"3N"?R8),HL M7?M\O4Y9;8ZMWEW=G7Y:719_?/+6(:TTZC7-\']P>*958O\3,TD-
V2H[MW3\ MORCEW9JOY?!\>Y=%<_,_l;)K^]_\#4$L! A0#% @ UX("6=(F>*". M!P >B@ !D ( ! &5L;64M,#8S,#
(T97AH:6)I=#,Q M,2YH=&U02P$"% ,4 " #7@@)9A5RU_*0' 3*@ &0 M@ '%!P 96QM92TP-
C,P,C1E>&AI8FET,S$R+FAT;5!+ 0(4 Q0 ( ->" M ED2]B![K0< *(J 9 " : / !E;&UE+3 V,S R-&5X M;&EB:70S,3,N:'1M4$L!
A0#% @ UX("6?M"Q*OZ! PR, !@ M ( !A!< &5L;64M,#8S,#(T97AH:6)I=#,R+FAT;5!+ 0(4 Q0 M ( ->" EFV(>FO\",!
!5P$@ 1 " ;0< !E;&UE+3(P M,C0P-C,P+FAT;5!+ 0(4 Q0 ( ->" ED)6;JMD0X +>/ 1 M " =- 0!E;&UE+3(P,C0P-
C,P+GAS9%!+ 0(4 Q0 ( ->" EFA M/6<'0QD '3J 5 " 9-/ 0!E;&UE+3(P,C0P-C,P7V-A M;"YX;6Q02P$"% ,4 "
#7@@)9,)V3E'4X !H8@( %0 M@ $):0$ 96QM92TR,#(T,#8S,%]D968N>&UL4$L! A0#% @ UX("69<: M("?ICP " EE4X? ?
MA'$ .HO!0 5 " 7?Z @!E;&UE+3(P,C0P-C,P7W!R92YX M;6Q02P$"% ,4 " #7@@)9:>@;ZS&A @!5B!0 '@ @ $N M; ,
96QM92UT:&ER9&%M96YD961A;F1R97-T870N:'1M4$L%!@ , P *,P, )L-!@ $! end XML 71 elme-20240630_htm.xml
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1000000-31000000318430003077700001000000000125000000084400050004000049700018700013500003303500038478000-64600024110008538000985200078920007441000161400001049500053390003395000159050001583400056290005554000226300018870007892000744100NATURE OF BUSINESS Elme Communities, a Maryland real estate investment trust, is a self-administered equity real estate investment trust ("REIT"), and successor to a trust organized in 1960. Our business primarily consists of the ownership of apartment communities in the greater Washington, DC metro and Sunbelt regions. Within these notes to the financial statements, we refer to the three months ended June 30, 2024 and June 30, 2023 as the "2024 Quarter" and the "2023 Quarter," respectively, and the six months ended June 30, 2024 and June 30, 2023 as the "2024 Period" and the "2023 Period," respectively. <br/> Federal Income Taxes <br/> We believe that we qualify as a REIT under Sections 856-860 of the Internal Revenue Code of 1986, as amended (the "Code"), and intend to continue to qualify as such. To maintain our status as a REIT, we are, among other things, required to distribute 90% of our REIT taxable income (determined before the deduction for dividends paid and excluding net capital gains to our shareholders) on an annual basis. When selling a property, we generally have the option of (a) reinvesting the sales proceeds of property sold in a way that allows us to defer recognition of some or all taxable gain realized on the sale, (b) distributing gains to the shareholders with no tax to us or (c) treating net long-term capital gains as having been distributed to our shareholders, paying the tax on the gain deemed distributed and allocating the tax paid as a credit to our shareholders. Generally, and subject to our ongoing qualification as a REIT, no provisions for income taxes are necessary except for taxes on undistributed taxable income and taxes on the income generated by our taxable REIT subsidiary ("TRS"). Our TRS is subject to corporate federal and state income tax on its taxable income at regular statutory rates. As of both June 30, 2024 and December 31, 2023, our TRS had a deferred tax asset of $1.4 million that was fully reserved.14000001400000140000014000000SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND BASIS OF PRESENTATIONS Significant Accounting Policies <br/> We have prepared our consolidated financial statements using the accounting policies described in our Annual Report on Form 10-K for the year ended December 31, 2023. <br/> Recent Accounting Pronouncements <br/> In March 2020, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2020-04, Reference Rate Reform ("Topic 848"), which was amended in December 2022 by ASU 2022-06, Reference Rate Reform (Topic 848). Topic 848 contains practical expedients for reference rate reform related activities that impact debt, leases, derivatives and other contracts. The guidance in Topic 848 is optional and may be elected through December 31, 2024 as reference rate reform activities occur. During the first quarter of 2023, we executed an amendment to the $700.0 million unsecured revolving credit facility ("Revolving Credit Facility") to convert the benchmark interest rate from LIBOR to an adjusted SOFR ("Secured Overnight Financing Rate"). We elected to apply the optional expedients in Topic 848 to (i) assert that the hedged interest payments remain probable regardless of any expected modification in terms related to reference rate reform, and (ii) continue the method of assessing effectiveness as documented in the original hedge documentation so that the reference rate on the hypothetical derivative matches the reference rate on the hedging instrument. Application of these expedients preserves the presentation of derivatives consistent with past presentation. The impact of this guidance did not have a material impact on our consolidated financial statements. <br/> In November 2023, the FASB issued an amendment to the segment reporting standards which requires disclosure for each reportable segment, on an interim and annual basis, of the significant expense categories and amounts that are regularly provided to the chief operating decision maker and included in each reported measure of a segment's profit or loss. Additionally, it requires a disclosure of the title and position of the individual or the name of the group or committee identified as the chief operating decision maker. The new standard will be effective for annual periods beginning on January 1, 2024 and interim periods beginning on January 1, 2025 on a retrospective basis. We are currently evaluating the impact of adopting the standard on our consolidated financial statements. In March 2024, the Securities and Exchange Commission ("SEC") issued its final rule that requires registrants to provide climate disclosures in their annual reports and registration statements, beginning with annual reports for the year ending December 31, 2025. On April 4, 2024, the SEC voluntarily stayed the final rule pending the completion of judicial review of cases pending in the Eighth Circuit. We are continuing to evaluate the disclosure impact of the final rule. <br/> Principles of Consolidation and Basis of Presentation <br/> The accompanying unaudited consolidated financial statements include the consolidated accounts of Elme Communities and our subsidiaries and entities in which Elme Communities has a controlling financial interest. All intercompany balances and transactions have been eliminated in consolidation. <br/> We have prepared the accompanying unaudited financial statements pursuant to the rules and regulations of the SEC. Certain information and note disclosures normally included in annual financial statements prepared in accordance with Generally Accepted Accounting Principles ("GAAP") have been condensed

*or omitted pursuant to those rules and regulations, although we believe that the disclosures made are adequate to make the information presented not misleading. In addition, in the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation of the results for the periods presented have been included. These unaudited financial statements should be read in conjunction with the financial statements and notes included in our Annual Report on Form 10-K for the year ended December 31, 2023. <br/> Lessee Accounting <br/> For leases where we are the lessee, primarily our corporate office operating lease, we recognize a right-of-use asset and a lease liability in accordance with Accounting Standards Codification ("ASC") Topic 842. The right-of-use asset and associated liability is equal to the present value of the minimum lease payments, applying our incremental borrowing rate. Our borrowing rate is computed based on observable borrowing rates taking into consideration our credit quality and adjusting to a secured borrowing rate for similar assets and term. <br/> Lease expense for the operating lease is recognized on a straight-line basis over the expected lease term and is included in "General and administrative expenses." <br/> Restricted Cash <br/> Restricted cash includes funds held in escrow for tenant security deposits. <br/> Transformation Costs <br/> Transformation costs include costs related to the strategic shift away from the commercial sector to the residential sector, including the allocation of internal costs, consulting, advisory and termination benefits. <br/> Use of Estimates in the Financial Statements <br/> The preparation of financial statements in conformity with GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. In March 2020, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2020-04, Reference Rate Reform ("Topic 848"), which was amended in December 2022 by ASU 2022-06, Reference Rate Reform (Topic 848). Topic 848 contains practical expedients for reference rate reform related activities that impact debt, leases, derivatives and other contracts. The guidance in Topic 848 is optional and may be elected through December 31, 2024 as reference rate reform activities occur. During the first quarter of 2023, we executed an amendment to the $700.0 million unsecured revolving credit facility ("Revolving Credit Facility") to convert the benchmark interest rate from LIBOR to an adjusted SOFR ("Secured Overnight Financing Rate"). We elected to apply the optional expedients in Topic 848 to (i) assert that the hedged interest payments remain probable regardless of any expected modification in terms related to reference rate reform, and (ii) continue the method of assessing effectiveness as documented in the original hedge documentation so that the reference rate on the hypothetical derivative matches the reference rate on the hedging instrument. Application of these expedients preserves the presentation of derivatives consistent with past presentation. The impact of this guidance did not have a material impact on our consolidated financial statements. <br/> In November 2023, the FASB issued an amendment to the segment reporting standards which requires disclosure for each reportable segment, on an interim and annual basis, of the significant expense categories and amounts that are regularly provided to the chief operating decision maker and included in each reported measure of a segment's profit or loss. Additionally, it requires a disclosure of the title and position of the individual or the name of the group or committee identified as the chief operating decision maker. The new standard will be effective for annual periods beginning on January 1, 2024 and interim periods beginning on January 1, 2025 on a retrospective basis. We are currently evaluating the impact of adopting the standard on our consolidated financial statements. In March 2024, the Securities and Exchange Commission ("SEC") issued its final rule that requires registrants to provide climate disclosures in their annual reports and registration statements, beginning with annual reports for the year ending December 31, 2025. On April 4, 2024, the SEC voluntarily stayed the final rule pending the completion of judicial review of cases pending in the Eighth Circuit. We are continuing to evaluate the disclosure impact of the final rule. 700000000 The accompanying unaudited consolidated financial statements include the consolidated accounts of Elme Communities and our subsidiaries and entities in which Elme Communities has a controlling financial interest. All intercompany balances and transactions have been eliminated in consolidation. We have prepared the accompanying unaudited financial statements pursuant to the rules and regulations of the SEC. Certain information and note disclosures normally included in annual financial statements prepared in accordance with Generally Accepted Accounting Principles ("GAAP") have been condensed or omitted pursuant to those rules and regulations, although we believe that the disclosures made are adequate to make the information presented not misleading. In*

*addition, in the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation of the results for the periods presented have been included. These unaudited financial statements should be read in conjunction with the financial statements and notes included in our Annual Report on Form 10-K for the year ended December 31, 2023. For leases where we are the lessee, primarily our corporate office operating lease, we recognize a right-of-use asset and a lease liability in accordance with Accounting Standards Codification ("ASC") Topic 842. The right-of-use asset and associated liability is equal to the present value of the minimum lease payments, applying our incremental borrowing rate. Our borrowing rate is computed based on observable borrowing rates taking into consideration our credit quality and adjusting to a secured borrowing rate for similar assets and term. <br/> Lease expense for the operating lease is recognized on a straight-line basis over the expected lease term and is included in "General and administrative expenses." Restricted cash includes funds held in escrow for tenant security deposits. Transformation costs include costs related to the strategic shift away from the commercial sector to the residential sector, including the allocation of internal costs, consulting, advisory and termination benefits. The preparation of financial statements in conformity with GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. REAL ESTATE Development/Redevelopment <br/> We have properties under development/redevelopment and held for current or future development. As of June 30, 2024, we have invested $30.4 million, including the cost of acquired land, in a residential development adjacent to Riverside Apartments. During the second quarter of 2022, we paused development activities at the aforementioned property and ceased associated capitalization of interest on spending and real estate taxes. <br/> Properties Sold and Held for Sale <br/> We intend to hold our properties for investment with a view to long-term appreciation, to engage in the business of acquiring, developing and owning our properties and to make occasional sales of properties that no longer meet our long-term strategy or return objectives and where market conditions for sale are favorable. The proceeds from the sales may be reinvested into other properties, used to fund development operations or to support other corporate needs or distributed to our shareholders. Depreciation on these properties is discontinued at the time they are classified as held for sale, but operating revenues, operating expenses and interest expense continue to be recognized until the date of sale. <br/> We did not sell or classify any properties as held for sale during the 2024 Period or in 2023. <br/> As of June 30, 2024, we assessed our properties, including assets held for development, for impairment and did not recognize any impairment charges during the 2024 Quarter. We applied reasonable estimates and judgments in evaluating each of the properties as of June 30, 2024. Should external or internal circumstances change requiring the need to shorten holding periods or adjust future estimated cash flows from our properties, we could be required to record impairment charges in the future. 304000000UNSECURED LINE OF CREDIT PAYABLE During the third quarter of 2021, we entered into a second amended and restated credit agreement (the "2021 Credit Agreement") which provided for the Revolving Credit Facility with aggregate revolving loan commitments of $700 million and the continuation of an existing $250.0 million unsecured term loan ("2018 Term Loan"). Under the 2021 Credit Agreement, the Revolving Credit Facility had a four-year term ending in August 2025, with two six-month extension options. The 2021 Credit Agreement included an accordion feature that allowed us to increase the aggregate facility to $1.5 billion, subject to the lenders' agreement to provide additional revolving loan commitments or term loans. <br/> During the first quarter of 2023, we executed an amendment to the 2021 Credit Agreement to convert the benchmark interest rate from LIBOR to an adjusted SOFR, with no change in the applicable interest rate margins. Pursuant to this amendment, the Revolving Credit Facility accrued interest at a rate of adjusted SOFR plus 0.10% plus a margin ranging from 0.70% to 1.40%. In addition, the Revolving Credit Facility requires the payment of a facility fee ranging from 0.10% to 0.30% (in each case, depending on Elme Communities' credit rating) on the $700.0 million committed revolving loan capacity, without regard to usage. As of June 30, 2024, the interest rate on the Revolving Credit Facility was based on an adjusted daily SOFR (inclusive of the 0.10% credit spread adjustment) plus 0.85% applicable margin, the daily SOFR is 5.33% and the facility fee was 0.20%. <br/> As of June 30, 2024, all outstanding advances for the Revolving Credit Facility were due and payable upon maturity in August 2025, unless extended pursuant to one or both of the two six-month extension options.*

***Interest only payments were due and payable generally on a monthly basis. <br/> The amount of the Revolving Credit Facility's unsecured line of credit unused and available at June 30, 2024 was as follows (in thousands): <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:80.305%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:17.495%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top">Committed capacity</td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">700,000 </span></td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Borrowings outstanding</span></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(156,000)</span></td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Unused and available</span></td><td style="background-color:#cceeff;border-bottom:3pt double #000000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-bottom:3pt double #000000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">544,000 </td><td style="background-color:#cceeff;border-bottom:3pt double #000000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> <br/> We executed borrowings and repayments on the Revolving Credit Facility during the 2024 Period as follows (in thousands): <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 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The Amended and Restated Revolving Credit Facility has a four-year term ending in July 2028, with two six-month extension options. Borrowings under the Amended and***

*Restated Revolving Credit Facility will bear interest, at Elme Communities' option, at a rate of either (a)(i) daily SOFR plus 0.10% (the "Adjusted Daily Simple SOFR") or (ii) term SOFR plus 0.10%, plus, in each case, a margin ranging from 0.70% to 1.40% (depending on Elme Communities' credit rating) or (b) the base rate plus a margin ranging from 0.00% to 0.40% (based upon Elme Communities' credit rating). The base rate is the highest of the administrative agent's prime rate, the federal funds rate plus 0.50% and Adjusted Daily Simple SOFR plus 1.0%. In addition, the Amended Credit Agreement requires the payment of a facility fee equal to 0.10% to 0.30% (depending on Elme Communities' credit rating) on the $500.0 million committed capacity in respect of the Amended and Restated Revolving Credit Facility, without regard to usage. The initial interest rate is based on Adjusted Daily Simple SOFR plus a margin of 0.85% and the initial facility fee equals 0.20%. <br/> All outstanding advances for the Amended and Restated Revolving Credit Facility are due and payable upon maturity in July 2028, unless extended pursuant to one or both of the two six-month extension options. Interest only payments are due and payable generally on a monthly basis.*
* 700000000250000000.0P4Y2P6M15000000000.00100.00700.01400.00100.0030700000000.00.00100.00850.00*
*style="text-align:justify">The amount of the Revolving Credit Facility's unsecured line of credit unused and available at June 30, 2024 was as follows (in thousands): <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:99.853%"><tr><td style="width:1.0%"></td><td style="width:80.305%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:17.495%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top">Committed capacity</td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">700,000 </span></td><td style="background-color:#cceeff;padding:2px 1pt 2px 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coverage ratio and a maximum unsecured debt ratio. The Amended Credit Agreement also contains customary events of default, including, but not limited to, failure to pay principal, interest or fees when due, failure to comply with covenants, bankruptcy and insolvency events, and a change of control. As of June 30, 2024, the Company was in compliance with all financial covenants. <br/> The Company has a $100.0 million unsecured term loan (the "Term Loan") with a syndicate of banks. The Term Loan matures in January 2027 and has an accordion feature that allows the Company to increase the borrowing capacity to $200.0 million, subject to certain conditions. The Term Loan bears interest, at Elme Communities' option, at a rate of either (a)(i) daily SOFR plus 0.10% (the "Adjusted Daily Simple SOFR") or (ii) term SOFR plus 0.10%, plus, in each case, a margin ranging from 0.70% to 1.40% (depending on Elme Communities' credit rating) or (b) the base rate plus a margin ranging from 0.00% to 0.40% (based upon Elme Communities' credit rating). 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colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top">Unused and available</td><td style="background-color:#cceeff;border-bottom:3pt double #000000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-bottom:3pt double #000000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">100,000 </span></td><td style="background-color:#cceeff;border-bottom:3pt double #000000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table></div><div style="text-align:justify"><span><br/></span></div><div style="text-align:justify"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:120%">The amount of the Term Loan unsecured line of credit unused and available at December 31, 2023 was as follows (in thousands):</span></div><div style="margin-top:5pt;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:80.305%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:17.495%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Committed capacity</span></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">100,000 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:top">Borrowings outstanding</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(100,000)</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top">Unused and available</td><td style="background-color:#cceeff;border-bottom:3pt double #000000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-bottom:3pt double #000000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">100,000 </span></td><td style="background-color:#cceeff;border-bottom:3pt double #000000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table></div><div style="text-align:justify"><span><br/></span></div><div style="text-align:justify"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:120%">We executed borrowings and repayments on the Term Loan during the 2024 Period as follows (in thousands):</span></div><div style="text-align:justify"><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:18.783%"></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:1.0%"></td><td style="width:18.783%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:20.683%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:17.468%"></td><td style="width:0.1%"></td></tr><tr><td colspan="12" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Balance, December 31, 2023</span></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">100,000 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="12" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Borrowings</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">100,000 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="12" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:bottom">Repayments</td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(100,000)</td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="12" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Balance, June 30, 2024</td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">100,000 </span></td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table></div><div style="text-align:justify"><span><br/></span></div><div style="text-align:justify"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:120%">We executed borrowings and repayments on the Term Loan during the 2023 Period as follows (in thousands):</span></div><div style="text-align:justify"><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:18.783%"></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:1.0%"></td><td style="width:18.783%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:20.683%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:17.468%"></td><td style="width:0.1%"></td></tr><tr><td colspan="12" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Balance, December 31, 2022</span></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">100,000 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="12" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Borrowings</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">100,000 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="12" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:bottom">Repayments</td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(100,000)</td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="12" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Balance, June 30, 2023</td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">100,000 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> <br/> The Company has a $100.0 million unsecured term loan (the "2023 Term Loan") with a syndicate of banks. The 2023 Term Loan matures in January 2028 and has an accordion feature that allows the Company to increase the borrowing capacity to $200.0 million, subject to certain conditions. The 2023 Term Loan bears interest, at Elme Communities' option, at a rate of either (a)(i) daily SOFR plus 0.10% (the "Adjusted Daily Simple SOFR") or (ii) term SOFR plus 0.10%, plus, in each case, a margin ranging from 0.70% to 1.40% (depending on Elme Communities' credit rating) or (b) the base rate plus a margin ranging from 0.00% to 0.40% (based upon Elme Communities' credit rating). The base rate is the highest of the administrative agent's prime rate, the federal funds rate plus 0.50% and Adjusted Daily Simple SOFR plus 1.0%. In addition, the 2023 Term Loan requires the payment of a facility fee equal to 0.10% to 0.30% (depending on Elme Communities' credit rating) on the $100.0 million committed capacity in respect of the 2023 Term Loan, without regard to usage. The initial interest rate is based on Adjusted Daily Simple SOFR plus a margin of 0.85% and the initial facility fee equals 0.20%.</span></div><div style="text-align:justify"><span><br/></span></div><div style="text-align:justify"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:120%">All outstanding advances for the 2023 Term Loan are due and payable upon maturity in January 2028, unless extended pursuant to one or both of the two six-month extension options. Interest only payments are due and payable generally on a monthly basis.</span></div><div style="text-align:justify"><span><br/></span></div><div style="text-align:justify"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:120%">The amount of the 2023 Term Loan unsecured line of credit unused and available at June 30, 2024 was as follows (in thousands):</span></div><div style="margin-top:5pt;text-align:center"><table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:99.853%"><tr><td style="width:1.0%"></td><td style="width:80.305%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:17.495%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Committed capacity</span></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">100,000 </td><td style="background-color:#cceeff;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:top">Borrowings outstanding</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(100,000)</td><td style="background-color:#ffffff;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></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top">Unused and available</td><td style="background-color:#cceeff;border-bottom:3pt double #000000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#cceeff;border-bottom:3pt double #000000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">100,000 </td><td style="background-color:#cceeff;border-bottom:3pt double #000000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> <br/> The amount of the 2023 Term Loan unsecured line of credit unused and available at December 31, 2023 was as follows (in thousands): <div style="margin

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">156,000 </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></tr></table> 70000000015600000054400000015700000070000000710000001560000005000000001000000000P4Y2P6M0.0
PAYABLE During the first quarter of 2023, we entered into a $125.0 million unsecured term loan (“2023 Term Loan”) with an interest rate of adjusted SOFR (subject to a credit spread adjustment of 10 basis points) plus a margin of 95 basis points (subject to adjustment depending on Elme Communities’ credit rating). The 2023 Term Loan has a two-year term ending in January 2025, with two one-year extension options. We used the proceeds to prepay the $100.0 million 2018 Term Loan in full and a portion of our borrowings under our Revolving Credit Facility. <br/> Subsequent to the 2024 Quarter, we entered into a first amendment of the 2023 Term Loan (the “Term Loan Amendment”). The Term Loan Amendment implements various covenant and technical amendments to make the 2023 Term Loan consistent with corresponding provisions in the Amended Credit Agreement. The Term Loan Amendment does not change the maturity or any of the pricing terms of the term loan outstanding under the 2023 Term Loan. 1250000000.00100.0095P2Y2P1Y100000000DERIVATIVE INSTRUMENTS During the first quarter of 2023, we entered into two interest rate swap arrangements with an aggregate notional amount of $125.0 million that effectively fixed the interest at 4.73% for the 2023 Term Loan beginning on July 21, 2023 through the 2023 Term Loan’s maturity date of January 10, 2025. <br/> During the 2024 Quarter, we entered into two forward interest rate swap arrangements with an aggregate notional amount of $150.0 million beginning on January 10, 2025 through January 10, 2026. These forward interest rate swap arrangements effectively fix a portion of our variable rate debt based on an adjusted daily SOFR at 4.72% (subject to applicable interest rate margins). <br/> The interest rate swap arrangements are recorded at fair value in accordance with GAAP, based on discounted cash flow methodologies and observable inputs. We record the effective portion of changes in fair value of the cash flow hedges in Other comprehensive income (loss). We assess the effectiveness of a cash flow hedge both at inception and on an ongoing basis. If a cash flow hedge is no longer expected to be effective, hedge accounting is discontinued. Hedge ineffectiveness of our cash flow hedges is recorded in earnings. <br/> The fair values of the interest rate swaps as of June 30, 2024 and December 31, 2023, were as follows (in thousands): <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:99.415%"><tr><td style="width:1.0%"></td><td style="width:26.547%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.664%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:14.929%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:14.929%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:12.870%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.535%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:12.726%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Fair Value</td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Derivative Assets (Liabilities)</td></tr><tr><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">Derivative Instrument</td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">Aggregate Notional Amount</td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">Effective Date</td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">Maturity Date</td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">June 30, 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">December 31, 2023</td></tr><tr><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt;text-align:left;vertical-align:bottom">Interest rate swap</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times

*New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">75,000 </span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">July 21, 2023</span></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">January 10, 2025</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">587 </td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">740 </td><td style="background-color:#cceeff;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 rate swap</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">50,000 </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:2px 1pt;text-align:center;vertical-align:bottom">July 21, 2023</td><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:center;vertical-align:bottom">January 10, 2025</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">392 </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">494 </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:#cceeff;padding:2px 1pt;text-align:left;vertical-align:bottom">Interest rate swap</td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">100,000 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:center;vertical-align:bottom">January 10, 2025</td><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:center;vertical-align:bottom">January 10, 2026</td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(305)</td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#cceeff;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 rate swap</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">50,000 </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:2px 1pt;text-align:center;vertical-align:bottom">January 10, 2025</td><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:center;vertical-align:bottom">January 10, 2026</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(153)</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:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3"*

*style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-bottom:3pt double #000000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-bottom:3pt double #000000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">521 </span></td><td style="background-color:#cceeff;border-bottom:3pt double #000000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-bottom:3pt double #000000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-bottom:3pt double #000000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">1,234 </td><td style="background-color:#cceeff;border-bottom:3pt double #000000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> We record interest rate swaps on our consolidated balance sheets within Prepaid expenses and other assets when in a net asset position and within Accounts payable and other liabilities when in a net liability position. The net unrealized gains and losses on the effective swaps were recognized in Other comprehensive income (loss), as follows (in thousands): <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:98.538%"><tr><td style="width:1.0%"></td><td style="width:45.042%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:11.808%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.541%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:11.808%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.541%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:11.808%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.541%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:11.811%"></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 June 30,</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 June 30,</td></tr><tr><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">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">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">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">2023</td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:bottom">Unrealized (loss) gain on interest rate hedges</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(796)</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">854 </td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(713)</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">521 </td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> <br/> Amounts reported in Accumulated other comprehensive loss related to effective cash flow hedges will be reclassified to interest expense as interest payments are made on our variable-rate debt. During the next twelve*

*months, we estimate that an additional $0.9 million related to our outstanding interest rate swap arrangements will be reclassified as a net decrease to interest expense.</span></div><div><span><br/></span></div><div style="text-align:justify"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:112%">The losses reclassified from Accumulated other comprehensive loss into interest expense for the three and six months ended June 30, 2024 and 2023, were as follows (in thousands):</span></div><div style="text-align:justify"><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:45.829%"></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:11.619%"></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:11.619%"></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:11.624%"></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:'Times New Roman',sans-serif;font-size:8pt;font-weight:700;line-height:100%">Three Months Ended June 30,</span></td><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:'Times New Roman',sans-serif;font-size:8pt;font-weight:700;line-height:100%">Six Months Ended June 30,</span></td></tr><tr><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"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:8pt;font-weight:700;line-height:100%">2024</span></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"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:8pt;font-weight:700;line-height:100%">2023</span></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"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:8pt;font-weight:700;line-height:100%">2024</span></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"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:8pt;font-weight:700;line-height:100%">2023</span></td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Loss reclassified from accumulated other comprehensive loss into interest expense</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">510 </td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">509 </span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">1,020 </td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">1,019 </td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> <br/> During the next twelve months, we estimate that an additional $2.0 million related to the previously settled interest rate swap arrangements will be reclassified as an increase to interest expense. <br/> We have agreements with each of our derivative counterparties that contain a provision whereby we could be declared in default on our derivative obligations if repayment of the underlying indebtedness is accelerated by the lender due to our default on the indebtedness. As of June 30, 2024, the fair value of derivative assets, including accrued interest, was $1.0 million and the fair value of derivative liabilities was $0.5 million. As of June 30, 2024, we have not posted any collateral related to these agreements. <br/> Derivative instruments expose us to credit risk in the event of non-performance by the counterparty under the terms of the interest rate hedge agreements. We believe that we minimize our credit risk on these transactions by dealing with major, creditworthy financial institutions. We monitor the credit ratings of counterparties and our exposure to any single entity, thus minimizing our credit risk concentration. 21250000000.047321500000000.0472 <span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-*

***weight:400;line-height:120%">The fair values of the interest rate swaps as of June 30, 2024 and December 31, 2023, were as follows (in thousands): <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:99.415%"><tr><td style="width:1.0%"></td><td style="width:26.547%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.664%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:14.929%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:14.929%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:12.870%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.535%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:12.726%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Fair Value</td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Derivative Assets (Liabilities)</td></tr><tr><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">Derivative Instrument</td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">Aggregate Notional Amount</td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">Effective Date</td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">Maturity Date</td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">June 30, 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">December 31, 2023</td></tr><tr><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt;text-align:left;vertical-align:bottom">Interest rate swap</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">75,000 </span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">July 21, 2023</span></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">January 10, 2025</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">587 </td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">740 </td><td style="background-color:#cceeff;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 rate swap</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">50,000 </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:2px 1pt;text-align:center;vertical-align:bottom">July 21, 2023</td><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:center;vertical-align:bottom">January 10, 2025</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">392 </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">494 </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:#cceeff;padding:2px 1pt;text-align:left;vertical-align:bottom"><span***

*style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Interest rate swap</td><td colspan="2" style="background-color:#ccceff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">100,000 </td><td style="background-color:#ccceff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ccceff;padding:2px 1pt;text-align:center;vertical-align:bottom">January 10, 2025</td><td colspan="3" style="background-color:#ccceff;padding:2px 1pt;text-align:center;vertical-align:bottom">January 10, 2026</td><td colspan="2" style="background-color:#ccceff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(305)</td><td style="background-color:#ccceff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="2" style="background-color:#ccceff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#ccceff;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 rate swap</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">50,000 </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:2px 1pt;text-align:center;vertical-align:bottom">January 10, 2025</td><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:center;vertical-align:bottom">January 10, 2026</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(153)</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:#ccceff;padding:0 1pt"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td style="background-color:#ccceff;border-bottom:3pt double #000000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#ccceff;border-bottom:3pt double #000000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">521 </span></td><td style="background-color:#ccceff;border-bottom:3pt double #000000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td style="background-color:#ccceff;border-bottom:3pt double #000000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ccceff;border-bottom:3pt double #000000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">1,234 </td><td style="background-color:#ccceff;border-bottom:3pt double #000000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> 7500000058700074000050000000392000494000100000000-3050000500000001530000521000123400The net unrealized gains and losses on the effective swaps were recognized in Other comprehensive income (loss), as follows (in thousands): <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:98.538%"><tr><td style="width:1.0%"></td><td style="width:45.042%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:11.808%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.541%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:11.808%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.541%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:11.808%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.541%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:11.811%"></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 June 30,</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 June 30,</td></tr><tr><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">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">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">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">2023</td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:bottom">Unrealized (loss) gain on interest rate hedges</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(796)</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">854 </td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(713)</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">521 </td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> The losses reclassified from Accumulated other comprehensive loss into interest expense for the three and six months ended June 30, 2024 and 2023, were as follows (in thousands): <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:45.829%"></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:11.619%"></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:11.619%"></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:11.624%"></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 June 30,</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 June 30,</td></tr><tr><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">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">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">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">2023</td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:bottom">Loss reclassified from accumulated other comprehensive loss into interest expense</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">510 </span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">509 </td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-

family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">1,020 </span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">1,019 </td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> -796000854000-713000521000-900000-510000-509000-1020000-10190002000000.01000000.0500000FAIR VALUE DISCLOSURES Assets and Liabilities Measured at Fair Value on a Recurring Basis <br/> For assets and liabilities measured at fair value on a recurring basis, quantitative disclosures about the fair value measurements are required to be disclosed separately for each major category of assets and liabilities, as follows: <br/> Level 1: Quoted prices in active markets for identical assets Level 2: Significant other observable inputs Level 3: Significant unobservable inputs <br/> The only assets or liabilities we had at June 30, 2024 and December 31, 2023 that are recorded at fair value on a recurring basis are the assets held in the Supplemental Executive Retirement Plan (“SERP”), which primarily consist of investments in mutual funds, and the interest rate derivatives (see note 6). <br/> We base the valuations related to the SERP on quoted prices in active markets and accordingly these valuations fall into Level 1 in the fair value hierarchy. <br/> The valuation of the interest rate derivatives is determined using widely accepted valuation techniques, including discounted cash flow analysis on the expected cash flows of each interest rate derivative. This analysis reflects the contractual terms of the interest rate derivatives, including the period to maturity, and uses observable market-based inputs, including interest rate curves and implied volatilities. The fair values of interest rate derivatives are determined using the market standard methodology of netting the discounted future fixed cash payments (or receipts) and the discounted expected variable cash receipts (or payments). The variable cash payments (or receipts) are based on an expectation of future interest rates (forward curves) derived from observable market interest rate curves. To comply with the provisions of ASC 820, Fair Value Measurement, we incorporate credit valuation adjustments in the fair value measurements to appropriately reflect both our own nonperformance risk and the respective counterparty’s nonperformance risk. These credit valuation adjustments were concluded to not be significant inputs for the fair value calculations for the periods presented. In adjusting the fair value of our derivative contracts for the effect of nonperformance risk, we have considered the impact of netting and any applicable credit enhancements, such as the posting of collateral, thresholds, mutual puts and guarantees. The valuation of interest rate derivatives fall into Level 2 in the fair value hierarchy. <br/> The fair values of these assets as of June 30, 2024 and December 31, 2023 were as follows (in thousands): <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:99.415%"><tr><td style="width:1.0%"></td><td style="width:23.164%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:7.723%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.535%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:7.723%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.535%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:7.723%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.535%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:7.723%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.535%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:7.723%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.535%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:7.723%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.535%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:7.730%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom"> </td><td colspan="21" style="padding:2px 1pt;text-align:center;vertical-align:bottom">June 30, 2024</td><td colspan="3" style="padding:0 1pt"></td><td colspan="21" style="padding:2px 1pt;text-align:center;vertical-align:bottom"><span style="color:#000000;font-family:'Times

~~New Roman',sans-serif;font-size:8pt;font-weight:700;line-height:100%">December 31, 2023</td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">  </td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">Fair<br/>Value</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">Level 1</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">Level 2</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">Level 3</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">Fair<br/>Value</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">Level 1</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">Level 2</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">Level 3</td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top">Assets:</td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000000;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt 2px 19pt;text-align:left;vertical-align:top">SERP</td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">2,371 </span></td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">2,371 </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">$</span></td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">— </span></td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">— </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">$</span></td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">1,984 </span></td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">1,984 </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">$</span></td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">— </span></td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">— </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:#cceeff;padding:2px 1pt 2px 19pt;text-align:left;vertical-align:top">Interest rate derivatives</td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">979 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">979 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,234 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,234 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#cceeff;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:top">Liabilities:</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="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="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="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:#cceeff;padding:2px 1pt 2px 19pt;text-align:left;vertical-align:top">Interest rate derivatives</td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(458)</span></td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">— </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">(458)</td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-*

align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">— </span></td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">— </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">— </span></td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">— </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">— </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> <br/> Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis <br/> Certain assets not measured at fair value on an ongoing basis but subject to fair value adjustments only in certain circumstances, such as when there is evidence of impairment, are measured at fair value on a nonrecurring basis. In the 2024 Quarter, the Company did not have any assets or liabilities measured at fair value on a nonrecurring basis. <br/> Financial Assets and Liabilities Not Measured at Fair Value <br/> The following disclosures of estimated fair value were determined by management using available market information and established valuation methodologies, including discounted cash flow models. Many of these estimates involve significant judgment. The estimated fair value disclosed may not necessarily be indicative of the amounts we could realize on disposition of the financial instruments. The use of different market assumptions or estimation methodologies could have an effect on the estimated fair value amounts. In addition, fair value estimates are made at a point in time and thus, estimates of fair value subsequent to June 30, 2024 may differ significantly from the amounts presented. The valuations of cash and cash equivalents and restricted cash fall into Level 1 in the fair value hierarchy and the valuations of debt instruments fall into Level 3 in the fair value hierarchy. <br/> As of June 30, 2024 and December 31, 2023, the carrying values and estimated fair values of our financial instruments were as follows (in thousands): <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:38.049%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:13.562%"></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:13.562%"></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:13.562%"></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:13.566%"></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">June 30, 2024</td><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">December 31, 2023</td></tr><tr><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">Carrying Value</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">Fair Value</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">Carrying Value</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">Fair Value</td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top">Cash and cash equivalents</td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">5,629 </span></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">5,629 </td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">5,984 </span></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">5,984 </td><td style="background-color:#cceeff;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:top">Restricted cash</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">2,263 </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">2,263 </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">2,554 </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">2,554 </td><td style="background-color:#ffffff;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></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top">Line of credit</td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">156,000 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">156,000 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">157,000 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">157,000 </td><td style="background-color:#cceeff;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:top">Notes payable, net</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">522,734 </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">467,660 </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">522,345 </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">466,668 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> Assets and Liabilities Measured at Fair Value on a Recurring Basis <br/> For assets and liabilities measured at fair value on a recurring basis, quantitative disclosures about the fair value measurements are required to be disclosed separately for each major category of assets and liabilities, as follows: <br/> Level 1: Quoted prices in active markets for identical assets Level 2: Significant other observable inputs Level 3: Significant unobservable inputs <br/> The only assets or liabilities we had at June 30, 2024 and December 31, 2023 that are recorded at fair value on a recurring basis are the assets held in the Supplemental Executive Retirement Plan (“SERP”), which primarily consist of investments in mutual funds, and the interest rate derivatives (see note 6). <br/> We base the valuations related to the SERP on quoted prices in active markets and accordingly these valuations fall into Level 1 in the fair value hierarchy. <br/> The valuation of the interest rate derivatives is determined using widely accepted valuation techniques, including discounted cash flow analysis on the expected cash flows of each interest rate derivative. This analysis reflects the contractual terms of the interest rate derivatives, including the period to maturity, and uses observable market-based inputs, including interest rate curves and implied volatilities. The fair values of interest rate derivatives are determined using the market standard methodology of netting the discounted future fixed cash payments (or receipts) and the discounted expected variable cash receipts (or payments). The variable cash payments (or receipts) are based on an expectation of future interest rates (forward curves) derived from observable market interest rate curves. To comply with the provisions of ASC 820, Fair Value Measurement, we incorporate credit valuation adjustments in the fair value measurements to appropriately reflect both our own nonperformance risk and the respective counterparty’s nonperformance risk. These credit valuation adjustments were concluded to not be significant inputs for the fair value calculations for the periods presented. In adjusting the fair value of our derivative contracts for the effect of nonperformance risk, we have considered the impact of netting and any applicable credit enhancements, such as the posting of collateral, thresholds, mutual puts and guarantees. The valuation of interest rate derivatives fall into Level 2 in the fair value hierarchy. The fair values of these assets as of June 30, 2024 and December 31, 2023 were as follows (in thousands): <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:99.415%"><tr><td style="width:1.0%"></td><td style="width:23.164%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:7.723%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.535%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:7.723%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.535%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:7.723%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.535%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:7.723%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.535%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:7.723%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.535%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:7.723%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.535%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:7.730%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom"> </td><td colspan="21" style="padding:2px 1pt;text-align:center;vertical-align:bottom">June 30, 2024</td><td colspan="3" style="padding:0 1pt"></td><td colspan="21" style="padding:2px 1pt;text-align:center;vertical-align:bottom">December 31, 2023</td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-

*size:8pt;font-weight:400;line-height:100%"> </td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">Fair<br/>Value</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">Level 1</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">Level 2</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">Level 3</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">Fair<br/>Value</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">Level 1</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">Level 2</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">Level 3</td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top">Assets:</td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000000;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt 2px 19pt;text-align:left;vertical-align:top">SERP</td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">2,371 </span></td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">2,371 </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">$</span></td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">— </span></td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">— </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">$</span></td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">1,984 </span></td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">1,984 </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:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-*

***height:100%">$</span></td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">— </span></td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">— </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:#cceeff;padding:2px 1pt 2px 19pt;text-align:left;vertical-align:top">Interest rate derivatives</td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">979 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">979 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,234 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,234 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#cceeff;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:top">Liabilities:</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="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="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="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:#cceeff;padding:2px 1pt 2px 19pt;text-align:left;vertical-align:top">Interest rate derivatives</td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(458)</span></td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">— </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">(458)</td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-***

*height:100%">$</span></td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">— </span></td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">— </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">— </span></td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">— </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">— </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table>*
* 2371000237100000198400019840000097900009790000123400001234000045800004580000000000 As of June 30, 2024 and December 31, 2023, the carrying values and estimated fair values of our financial instruments were as follows (in thousands): <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:38.049%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:13.562%"></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:13.562%"></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:13.562%"></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:13.566%"></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">June 30, 2024</td><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">December 31, 2023</td></tr><tr><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">Carrying Value</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">Fair Value</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">Carrying Value</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">Fair Value</td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top">Cash and cash equivalents</td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">5,629 </span></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">5,629 </td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-*

serif;font-size:10pt;font-weight:400;line-height:100%">5,984 </td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">5,984 </td><td style="background-color:#cceeff;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:top">Restricted cash</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">2,263 </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">2,263 </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">2,554 </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">2,554 </td><td style="background-color:#ffffff;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></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top">Line of credit</td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">156,000 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">156,000 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">157,000 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">157,000 </td><td style="background-color:#cceeff;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:top">Notes payable, net</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">522,734 </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">467,660 </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">522,345 </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">466,668 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> 5629000056290005984000598400022630002263000255400025540001560000001560000001570000001570000

BASED COMPENSATION Elme Communities maintains short-term ("STIP") and long-term ("LTIP") incentive plans that allow for stock-based awards to officers and non-officer employees. Stock based awards are provided to officers and non-officer employees, as well as trustees, under the Washington Real Estate Investment Trust 2016 Omnibus Incentive Plan (the "Omnibus Incentive Plan"). An amendment and restatement of the Omnibus Incentive Plan was approved by our board of trustees in April 2024 and approved by our shareholders in May 2024 to, among other changes, increase the number of shares available to be issued by 2,900,000, from 2,400,000 shares to 5,300,000 shares (including shares issued pursuant to awards made under the Omnibus Incentive Plan prior to its amendment). The Omnibus Incentive Plan, as amended, allows for awards in the form of restricted shares, restricted share units, options and other awards up to an aggregate of 5,300,000 shares over the ten-year period in which the plan is in effect. Restricted share units are converted into

shares of our stock upon full vesting through the issuance of new shares. <br/> Total Compensation Expense <br/> Total compensation expense recognized in the consolidated financial statements for all outstanding share-based awards was $1.0 million and $1.4 million for the 2024 Quarter and 2023 Quarter, respectively, and $2.1 million and $2.6 million for the 2024 Period and 2023 Period, respectively. <br/> Restricted Share Awards <br/> The total fair values of restricted share awards vested was $0.9 million and $4.0 million for the 2024 Period and 2023 Period, respectively. The total unvested restricted share awards at June 30, 2024 was 436,834 shares, which had a weighted average grant date fair value of $16.96 per share. As of June 30, 2024, the total compensation cost related to unvested restricted share awards was $5.2 million, which we expect to recognize over a weighted average period of 24 months.2900000240000053000005300000P10Y1000000.01400000210000026000009000004000000.043683416.9652PER COMMON SHARE<div style="text-align:justify"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:120%">We determine “Basic earnings per share” using the two-class method as our unvested restricted share awards and units have non-forfeitable rights to dividends, and are therefore considered participating securities. We compute basic earnings per share by dividing net income less the allocation of undistributed earnings to unvested restricted share awards and units by the weighted-average number of common shares outstanding for the period.</span></div><div style="text-align:justify"><span><br/></span></div><div style="text-align:justify"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:120%">We also determine “Diluted earnings per share” as the more dilutive of the two-class method or the treasury stock method with respect to the unvested restricted share awards. We further evaluate any other potentially dilutive securities at the end of the period and adjust the basic earnings per share calculation for the impact of those securities that are dilutive. Our dilutive earnings per share calculation includes the dilutive impact of operating partnership units under the if-converted method and our share based awards with performance conditions prior to the grant date and all market condition awards under the contingently issuable method. <br/></span></div><div style="text-align:justify"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:120%">The computations of basic and diluted earnings per share for the three and six months ended June 30, 2024 and 2023 were as follows (in thousands, except per share data):</span></div><div style="margin-top:5pt;text-align:center"><table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:99.122%"><tr><td style="width:1.0%"></td><td style="width:49.489%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.699%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.537%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.699%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.537%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.699%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.537%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.703%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:8pt;font-weight:400;line-height:100%"> </span></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:8pt;font-weight:700;line-height:100%">Three Months Ended June 30,</span></td><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:'Times New Roman',sans-serif;font-size:8pt;font-weight:700;line-height:100%">Six Months Ended June 30,</span></td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:8pt;font-weight:400;line-height:100%"> </span></td><td colspan="3" style="border-bottom:1pt solid #000000;border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:8pt;font-weight:700;line-height:100%">2024</span></td><td colspan="3" style="border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="border-bottom:1pt solid #000000;border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:8pt;font-weight:700;line-height:100%">2023</span></td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-bottom:1pt solid #000000;border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:8pt;font-weight:700;line-height:100%">2024</span></td><td colspan="3" style="border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="border-bottom:1pt solid #000000;border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:8pt;font-weight:700;line-height:100%">2023</span></td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:700;line-height:100%">Numerator:</span></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;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"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Net loss</span></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',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">(3,471)</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">$</span></td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(2,611)</span></td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">(7,118)</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></td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(6,254)</span></td><td style="background-color:#ffffff;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></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Allocation of earnings to unvested restricted share awards</span></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(79)</span></td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(68)</span></td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(158)</span></td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(138)</span></td><td style="background-color:#cceeff;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></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><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" 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style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">(3,550)</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">$</span></td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(2,679)</span></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"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">(7,276)</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">$</span></td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(6,392)</span></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:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:700;line-height:100%">Denominator:</span></td><td colspan="3" style="background-color:#cceeff;border-top:3pt double #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;border-top:3pt double #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;border-top:3pt double #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;border-top:3pt double #000000;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Weighted average shares outstanding – basic and diluted</span></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:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">87,910 </span></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"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">87,741 </span></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"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">87,898 </span></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"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">87,695 </span></td><td style="background-color:#ffffff;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></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="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="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 style="height:14pt"><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></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></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></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></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Basic net loss per common share</span></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',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">(0.04)</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">(0.03)</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:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</span></td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(0.08)</span></td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">(0.07)</td><td style="background-color:#ffffff;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></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="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:#cceeff;padding:2px 1pt;text-align:left;vertical-align:bottom">Diluted net loss per common share</td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(0.04)</span></td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">(0.03)</td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(0.08)</span></td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">(0.07)</td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr style="height:6pt"><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="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:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top">Dividends declared per common share</td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">0.18 </span></td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">0.18 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">0.36 </span></td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">0.36 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-

*align:right;vertical-align:bottom"></td></tr></table> The computations of basic and diluted earnings per share for the three and six months ended June 30, 2024 and 2023 were as follows (in thousands, except per share data): <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:99.122%"><tr><td style="width:1.0%"></td><td style="width:49.489%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.699%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.537%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.699%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.537%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.699%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.537%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.703%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom"> </td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Three Months Ended June 30,</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 June 30,</td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom"> </td><td colspan="3" style="border-bottom:1pt solid #000000;border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">2024</td><td colspan="3" style="border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="border-bottom:1pt solid #000000;border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">2023</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-bottom:1pt solid #000000;border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">2024</td><td colspan="3" style="border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="border-bottom:1pt solid #000000;border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">2023</td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top">Numerator:</td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;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">Net loss</td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(3,471)</span></td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">(2,611)</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">$</span></td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(7,118)</span></td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">(6,254)</td><td style="background-color:#ffffff;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></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">Allocation of earnings to unvested restricted share awards</td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(79)</td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2"*

*style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(68)</td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(158)</td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(138)</td><td style="background-color:#cceeff;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></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="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="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:top">Adjusted net loss</td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(3,550)</span></td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">(2,679)</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">$</span></td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(7,276)</span></td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">(6,392)</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:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top">Denominator:</td><td colspan="3" style="background-color:#cceeff;border-top:3pt double #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;border-top:3pt double #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;border-top:3pt double #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;border-top:3pt double #000000;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt 2px 12,25pt;text-align:left;vertical-align:top">Weighted average shares outstanding - basic and diluted</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">87,910 </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">87,741 </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">87,898 </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"><span style="color:#000000;font-family:'Times New Roman',sans-*

*serif;font-size:10pt;font-weight:400;line-height:100%">87,695 </td><td style="background-color:#ffffff;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></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></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></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></tr><tr style="height:14pt"><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></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></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><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><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Basic net loss per common share</td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(0.04)</span></td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">(0.03)</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">$</span></td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(0.08)</span></td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">(0.07)</td><td style="background-color:#ffffff;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></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><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><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:bottom">Diluted net loss per common share</td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">(0.04)</td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-*

***height:100%">$</span></td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(0.03)</span></td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">(0.08)</td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(0.07)</span></td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr style="height:6pt"><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Dividends declared per common share</span></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">0.18 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">0.18 </span></td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">0.36 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">0.36 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> -3471000-2611000-7118000-6254000790006800015800013800035500003550000-2679000-2679000-7276000-7276000-6392000-6392000879100008791000087741000877410008789800087898000876950008769500-0.04-0.03-0.08-0.07-0.04-0.03-0.08-0.070.180.180.360.36SEGMENT INFORMATION We operate in a single reportable segment which includes the ownership, development, redevelopment and acquisition of apartment communities. None of our operating properties meet the criteria to be considered separate operating segments on a stand-alone basis. Within the residential segment, we do not distinguish or group our consolidated operations based on size (only one community, Riverside Apartments, comprises more than 10% of consolidated revenues), type (all assets in the segment are residential) or geography (all but six communities are within the Washington, DC metro region). Further, our apartment communities have similar long-term economic characteristics and provide similar products and services to our residents. As a result, our operating properties are aggregated into a single reportable segment: residential. <br/> We have one remaining office property, Watergate 600, which does not meet the criteria for a reportable segment, and has been classified within “Other” on our segment disclosure tables. <br/> We evaluate performance based upon net operating income (“NOI”) of the combined properties in the segment. Our reportable operating segment consolidates similar properties. GAAP requires that segment disclosures present the measure(s) used by the chief operating decision maker for purposes of assessing each segment’s performance. NOI is a key measurement of our segment profit and loss and is defined as real estate rental revenue less real estate expenses. <br/> The following tables present revenues, NOI, capital expenditures and total assets for the three and six months ended June 30, 2024 and 2023 from our Residential segment as well as Other, and reconcile NOI to net loss as reported (in thousands): <br/><table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:99.561%"><tr><td style="width:1.0%"></td><td style="width:63.510%"></td><td***

*style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.206%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.534%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.206%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.534%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.210%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom"> </td><td colspan="15" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Three Months Ended June 30, 2024</td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom"> </td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">Residential</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:left;vertical-align:bottom"> Other (1) </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">Consolidated</td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top">Real estate rental revenue</td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">55,492 </span></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">4,611 </td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">60,103 </span></td><td style="background-color:#cceeff;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:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Real estate expenses</span></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:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">20,622 </span></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"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">1,360 </span></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"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">21,982 </span></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:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Net operating income</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">34,870 </td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">3,251 </span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New*

*Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">38,121 </td><td style="background-color:#cceeff;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:top">Other income (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="3" style="background-color:#ffffff;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">Property management expenses</td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(2,175)</td><td style="background-color:#cceeff;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 12.25pt;text-align:left;vertical-align:top">General and administrative expenses</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">(6,138)</td><td style="background-color:#ffffff;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></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">Depreciation and amortization</td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(23,895)</td><td style="background-color:#cceeff;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></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">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="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(9,384)</td><td style="background-color:#ffffff;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

*size:10pt;font-weight:400;line-height:100%">Net loss</td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(3,471)</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Capital expenditures</span></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">7,872 </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">$</span></td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">52 </span></td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;border-top:3pt double #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;border-top:3pt double #000;padding:2px 0;text-align:right;vertical-align:bottom">7,924 </td><td style="background-color:#ffffff;border-top:3pt double #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top">Total assets</td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">1,738,354 </span></td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">123,121 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">1,861,475 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:99.561%"><tr><td style="width:1.0%"></td><td style="width:63.510%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.206%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.534%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.206%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.534%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.210%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom"> </td><td colspan="15" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Three Months Ended June 30, 2023</td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom"> </td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">Residential</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:left;vertical-align:bottom"> Other (1) </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"><span*

*style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:8pt;font-weight:700;line-height:100%">Consolidated</td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top">Real estate rental revenue</td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">52,100 </span></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">4,499 </td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">56,599 </span></td><td style="background-color:#cceeff;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:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Real estate expenses</span></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:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">19,054 </span></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"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">1,204 </span></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"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">20,258 </span></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:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Net operating income</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">33,046 </td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">3,295 </span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">36,341 </td><td style="background-color:#cceeff;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:top">Other 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="3" style="background-color:#ffffff;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">Property management expenses</td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(2,178)</td><td style="background-color:#cceeff;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 12.25pt;text-align:left;vertical-align:top">General and administrative expenses</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">(6,680)</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:#cceeff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">Transformation costs</td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(2,454)</td><td style="background-color:#cceeff;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 12.25pt;text-align:left;vertical-align:top">Depreciation and amortization</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">(21,415)</td><td style="background-color:#ffffff;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></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">Interest expense</td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(6,794)</td><td style="background-color:#cceeff;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></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></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">Other income</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">569 </td><td style="background-color:#ffffff;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

*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></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></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:top">Capital expenditures</td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">4,130 </span></td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">262 </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;border-top:3pt double #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#ffffff;border-top:3pt double #000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">4,392 </span></td><td style="background-color:#ffffff;border-top:3pt double #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Total assets</span></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">1,664,947 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">173,552 </span></td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">1,838,499 </td><td style="background-color:#cceeff;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;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="3" style="background-color:#ffffff;padding:0 1pt"></td></tr><tr><td colspan="18" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:top">(1) Other represents Watergate 600, an office property that does not meet the qualitative or quantitative criteria for a reportable segment.</td></tr></table> <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:98.976%"><tr><td style="width:1.0%"></td><td style="width:63.892%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.273%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.538%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.273%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.538%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:9.686%"></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:center;vertical-align:bottom">Six Months Ended June 30, 2024</td></tr><tr><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">Residential</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"> Other (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">Consolidated</td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top">Real estate rental revenue</td><td style="background-color:#cceeff;border-top:1pt solid*

*#000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">110,363 </span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">9,253 </span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">119,616 </td><td style="background-color:#cceeff;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:top">Real estate expenses</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">40,980 </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">2,721 </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">43,701 </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:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top">Net operating income</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">69,383 </span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">6,532 </td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">75,915 </td><td style="background-color:#cceeff;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:top">Other income (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="3" style="background-color:#ffffff;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">Property management expenses</td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(4,393)</td><td style="background-color:#cceeff;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 12.25pt;text-align:left;vertical-align:top">General and administrative expenses</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">(12,334)</td><td style="background-color:#ffffff;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></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">Depreciation and amortization</td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(48,838)</td><td style="background-color:#cceeff;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></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">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">(18,878)</td><td style="background-color:#ffffff;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></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></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">Other income</td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,410 </td><td style="background-color:#cceeff;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

color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">21,437 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">109 </span></td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:3pt double #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:3pt double #000;padding:2px 0;text-align:right;vertical-align:bottom">21,546 </td><td style="background-color:#cceeff;border-top:3pt double #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:99.561%"><tr><td style="width:1.0%"></td><td style="width:63.510%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.206%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.534%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.206%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.534%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.210%"></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:center;vertical-align:bottom">Six Months Ended June 30, 2023</td></tr><tr><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">Residential</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"> Other (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">Consolidated</td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top">Real estate rental revenue</td><td colspan="2" style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">103,091 </td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">9,317 </td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000000;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">112,408 </span></td><td style="background-color:#cceeff;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:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Real estate expenses</span></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:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">37,198 </span></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"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">2,581 </span></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"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">39,779 </span></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:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Net operating income</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">65,893 </td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0

1pt"></td><td style="background-color:#ccceff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#ccceff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">6,736 </span></td><td style="background-color:#ccceff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td style="background-color:#ccceff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ccceff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">72,629 </td><td style="background-color:#ccceff;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:top">Other income (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="3" style="background-color:#ffffff;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#ccceff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">Property management expenses</td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="2" style="background-color:#ccceff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(3,947)</td><td style="background-color:#ccceff;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 12.25pt;text-align:left;vertical-align:top">General and administrative expenses</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">(13,521)</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:#ccceff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">Transformation costs</td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="2" style="background-color:#ccceff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(5,354)</td><td style="background-color:#ccceff;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 12.25pt;text-align:left;vertical-align:top">Depreciation and amortization</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">(42,951)</td><td style="background-color:#ffffff;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></tr><tr><td colspan="3" style="background-color:#ccceff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">Interest expense</td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="2" style="background-color:#ccceff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(13,625)</td><td style="background-color:#ccceff;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 12.25pt;text-align:left;vertical-align:top">Loss on extinguishment of debt</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">(54)</td><td style="background-color:#ffffff;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></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></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></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></tr><tr><td colspan="3" style="background-color:#ccceff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">Other income</td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="2" style="background-color:#ccceff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">569 </td><td style="background-color:#ccceff;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></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></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></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:top">Net loss</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 style="background-color:#ffffff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#ffffff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(6,254)</span></td><td style="background-color:#ffffff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="background-color:#ccceff;padding:2px 1pt;text-align:left;vertical-align:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Capital expenditures</span></td><td style="background-color:#ccceff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ccceff;padding:2px 0;text-align:right;vertical-align:bottom">9,547 </td><td style="background-color:#ccceff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td style="background-color:#ccceff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#ccceff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">636 </span></td><td style="background-color:#ccceff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td style="background-color:#ccceff;border-top:3pt double #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ccceff;border-top:3pt double #000;padding:2px 0;text-align:right;vertical-align:bottom">10,183 </td><td style="background-color:#ccceff;border-top:3pt double #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> _____ (1)  Other represents Watergate 600, an office property that does not meet the qualitative or quantitative criteria for a reportable segment. 0.1061 The following tables present revenues, NOI, capital expenditures and total assets for the three and six months ended June 30, 2024 and 2023 from our Residential segment as well as Other, and reconcile NOI to net loss as reported (in thousands): <br/><table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:99.561%"><tr><td style="width:1.0%"></td><td style="width:63.510%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.206%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.534%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.206%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.534%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.210%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:2px 1pt;text-*

*align:left;vertical-align:bottom"> </td><td colspan="15" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Three Months Ended June 30, 2024</td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom"> </td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">Residential</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:left;vertical-align:bottom"> Other (1) </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">Consolidated</td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top">Real estate rental revenue</td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">55,492 </span></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">4,611 </td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">60,103 </span></td><td style="background-color:#cceeff;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:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Real estate expenses</span></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:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">20,622 </span></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"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">1,360 </span></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"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">21,982 </span></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:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Net operating income</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">34,870 </td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">3,251 </span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">38,121 </td><td style="background-color:#cceeff;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:top">Other income (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="3" style="background-color:#ffffff;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">Property management expenses</td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(2,175)</td><td style="background-color:#cceeff;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 12.25pt;text-align:left;vertical-align:top">General and administrative expenses</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">(6,138)</td><td style="background-color:#ffffff;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></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">Depreciation and amortization</td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(23,895)</td><td style="background-color:#cceeff;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></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">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">(9,384)</td><td style="background-color:#ffffff;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

*serif;font-size:10pt;font-weight:400;line-height:100%">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(3,471)</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Capital expenditures</span></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">7,872 </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">$</span></td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">52 </span></td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;border-top:3pt double #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;border-top:3pt double #000;padding:2px 0;text-align:right;vertical-align:bottom">7,924 </td><td style="background-color:#ffffff;border-top:3pt double #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top">Total assets</td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">1,738,354 </span></td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">123,121 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">1,861,475 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:99.561%"><tr><td style="width:1.0%"></td><td style="width:63.510%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.206%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.534%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.206%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.534%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.210%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom"> </td><td colspan="15" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Three Months Ended June 30, 2023</td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom"> </td><td colspan="3" style="border-top:1pt solid #000000;padding:2px 1pt;text-align:center;vertical-align:bottom">Residential</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:left;vertical-align:bottom"> Other (1) </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">Consolidated</td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top">Real estate rental revenue</td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span*

*style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">52,100 </span></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">4,499 </td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">56,599 </span></td><td style="background-color:#cceeff;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:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Real estate expenses</span></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:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">19,054 </span></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"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">1,204 </span></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"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">20,258 </span></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:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Net operating income</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">33,046 </td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">3,295 </span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">36,341 </td><td style="background-color:#cceeff;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:top">Other 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="3" style="background-color:#ffffff;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">Property management expenses</td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(2,178)</td><td style="background-color:#cceeff;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 12.25pt;text-align:left;vertical-align:top">General and administrative expenses</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">(6,680)</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:#ccceff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">Transformation costs</td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="2" style="background-color:#ccceff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(2,454)</td><td style="background-color:#ccceff;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 12.25pt;text-align:left;vertical-align:top">Depreciation and amortization</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">(21,415)</td><td style="background-color:#ffffff;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></tr><tr><td colspan="3" style="background-color:#ccceff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">Interest expense</td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="2" style="background-color:#ccceff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(6,794)</td><td style="background-color:#ccceff;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></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></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">Other income</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">569 </td><td style="background-color:#ffffff;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></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></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></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></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></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></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></tr><tr><td colspan="3" style="background-color:#ccceff;padding:2px 1pt;text-align:left;vertical-align:top">Net loss</td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td colspan="3" style="background-color:#ccceff;padding:0 1pt"></td><td style="background-color:#ccceff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#ccceff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">(2,611)</td><td style="background-color:#ccceff;border-top:1pt solid #000;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></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></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:top">Capital expenditures</td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">4,130 </span></td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#ffffff;padding:2px 0;text-align:right;vertical-align:bottom">262 </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;border-top:3pt double #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#ffffff;border-top:3pt double #000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">4,392 </span></td><td style="background-color:#ffffff;border-top:3pt double #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Total assets</span></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">1,664,947 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">173,552 </span></td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">1,838,499 </td><td style="background-color:#cceeff;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;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="3" style="background-color:#ffffff;padding:0 1pt"></td></tr><tr><td colspan="18" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:top">(1) Other represents Watergate 600, an office property that does not meet the qualitative or quantitative criteria for a reportable segment.</td></tr></table> <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:98.976%"><tr><td style="width:1.0%"></td><td style="width:63.892%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.273%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.538%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.273%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.538%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:9.686%"></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:center;vertical-align:bottom">Six Months Ended June 30, 2024</td></tr><tr><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">Residential</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"> Other (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">Consolidated</td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top">Real estate rental revenue</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">110,363 </td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px

*1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">9,253 </td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">119,616 </span></td><td style="background-color:#cceeff;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:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Real estate expenses</span></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:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">40,980 </span></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"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">2,721 </span></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"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">43,701 </span></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:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Net operating income</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">69,383 </td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">6,532 </span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">75,915 </td><td style="background-color:#cceeff;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:top">Other income (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="3" style="background-color:#ffffff;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">Property management expenses</td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(4,393)</td><td style="background-color:#cceeff;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 12.25pt;text-align:left;vertical-align:top">General and administrative expenses</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">(12,334)</td><td style="background-color:#ffffff;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></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">Depreciation and amortization</td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3"*

*style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(48,838)</td><td style="background-color:#cceeff;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></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">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">(18,878)</td><td style="background-color:#ffffff;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></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></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">Other income</td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,410 </td><td style="background-color:#cceeff;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

family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</span></td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">109 </span></td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:3pt double #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:3pt double #000;padding:2px 0;text-align:right;vertical-align:bottom">21,546 </td><td style="background-color:#cceeff;border-top:3pt double #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:99.561%"><tr><td style="width:1.0%"></td><td style="width:63.510%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.206%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.534%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.206%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.534%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.210%"></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:center;vertical-align:bottom">Six Months Ended June 30, 2023</td></tr><tr><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">Residential</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"> Other (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">Consolidated</td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top">Real estate rental revenue</td><td colspan="2" style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">103,091 </td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000000;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">9,317 </td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;border-top:1pt solid #000000;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">112,408 </span></td><td style="background-color:#cceeff;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:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Real estate expenses</span></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:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">37,198 </span></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"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">2,581 </span></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"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">39,779 </span></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:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Net operating income</span></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">65,893 </td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">6,736 </td><td

*style="background-color:#cceeff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</td><td style="background-color:#cceeff;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">72,629 </td><td style="background-color:#cceeff;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:top">Other income (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="3" style="background-color:#ffffff;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">Property management expenses</td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(3,947)</td><td style="background-color:#cceeff;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 12.25pt;text-align:left;vertical-align:top">General and administrative expenses</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">(13,521)</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:#cceeff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">Transformation costs</td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(5,354)</td><td style="background-color:#cceeff;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 12.25pt;text-align:left;vertical-align:top">Depreciation and amortization</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">(42,951)</td><td style="background-color:#ffffff;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></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">Interest expense</td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(13,625)</td><td style="background-color:#cceeff;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 12.25pt;text-align:left;vertical-align:top">Loss on extinguishment of debt</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">(54)</td><td style="background-color:#ffffff;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></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt 2px 12.25pt;text-align:left;vertical-align:top">Other income</td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">569 </td><td style="background-color:#cceeff;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></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></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></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:top">Net loss</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 style="background-color:#ffffff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#ffffff;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">(6,254)</span></td><td style="background-color:#ffffff;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td><td colspan="3" style="display:none"></td></tr><tr><td colspan="3" style="background-color:#cceeff;padding:2px 1pt;text-align:left;vertical-align:top"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">Capital expenditures</span></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom">9,547 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">$</span></td><td style="background-color:#cceeff;padding:2px 0;text-align:right;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">636 </span></td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeff;padding:0 1pt"></td><td style="background-color:#cceeff;border-top:3pt double #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">$</td><td style="background-color:#cceeff;border-top:3pt double #000;padding:2px 0;text-align:right;vertical-align:bottom">10,183 </td><td style="background-color:#cceeff;border-top:3pt double #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> _____ (1)
Other represents Watergate 600, an office property that does not meet the qualitative or quantitative criteria for a reportable segment.
5549200046110006010300020622000136000021982000348700003251000381210002175000613800023895060347100078720005200079240001738354000123121000186147500052100000449900056599000190540001204000202611000413000026200043920001664947000173552000183849900011036300092530001196160004098000027210071180002143700010900021546000103091000931700011240800037198000258100039779000658930006736000726540000569000-625400095470006360001018300OSHAREHOLDERS' EQUITY On February 20, 2024, we entered into an equity distribution agreement (the “Equity Distribution Agreement”) with Wells Fargo Securities, LLC, BNY Mellon Capital Markets, LLC, Citigroup Global Markets Inc., Goldman Sachs & Co. LLC, KeyBanc Capital Markets Inc., TD Securities (USA) LLC and Truist Securities, Inc. as agents and forward sellers, as applicable, (collectively, the “Agents” or “Forward Sellers”, as applicable), and Wells Fargo Bank, National Association, The Bank of New York Mellon, Citibank, N.A., Goldman Sachs & Co. LLC, KeyBanc Capital Markets Inc., The Toronto-Dominion Bank and Truist Bank as forward purchasers pursuant to which up to an aggregate gross sales price of $350,000,000 of Elme Communities’ common shares of beneficial interest, $0.01 par value per share, may be offered and sold from time to time through the Agents, acting as the Company’s sales agents or, if applicable, the Forward Sellers, or directly to the Agents as principals for their own accounts. In connection with entry into the Equity Distribution Agreement, we terminated

*our prior at-the-market offering program. At the time of such termination, approximately $340.0 million remained unsold under such prior program. </span></div><div style="text-align:justify"><span><br/></span></div><div style="text-align:justify"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:120%">We did not issue common shares under the Equity Distribution Agreement or any prior equity distribution agreements during the 2024 Period or 2023 Period.</span></div><div style="text-align:justify"><span><br/></span></div><div style="text-align:justify"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:120%">We have a dividend reinvestment program whereby shareholders may use their dividends and optional cash payments to purchase common shares. The shares sold under this program may either be common shares issued by us or common shares purchased in the open market. Net proceeds under this program are used for general corporate purposes.</span></div><div style="text-align:justify"><span><br/></span></div><div style="text-align:justify"><span style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:120%">We did not issue common shares under the dividend reinvestment program during the 2024 Period. Our issuances and net proceeds on the dividend reinvestment program for the three and six months ended June 30, 2023 were as follows ($ in thousands, except per share data): <table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:81.286%"><tr><td style="width:1.0%"></td><td style="width:56.453%"></td><td style="width:0.1%"></td><td colspan="3" style="display:none"></td><td style="width:0.1%"></td><td style="width:0.699%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:18.864%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.699%"></td><td style="width:0.1%"></td><td colspan="3" style="display:none"></td><td style="width:0.1%"></td><td style="width:0.519%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:18.866%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="display:none"></td><td 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*New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:100%">497 </td><td style="background-color:#cceeff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table>
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