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assets2,19,650Â 28,340,246Â Total current assets196,239,093Â 191,825,879Â Fixed assets, net514,581,091Â 474,265,171Â Right of use assets, net29,134,488Â 30,393,823Â Goodwill3,104,800Â 3,104,800Â Other non-current assets6,107,198Â 5,590,295Â Total assets\$749,166,675Â \$705,179,968Â Liabilities and stockholders' equityÂ A Current liabilitiesÂ A Accounts payable, accrued expenses and other current liabilities\$47,778,070Â \$35,836,262Â Deferred revenue16,080,451Â 15,629,886Â Current portion of secured long term debt16,536,650Â 30,751,726Â Current portion of lease liabilities14,238,935Â 21,970,124Â Dividend payable1,279,494Â 1,146,321Â Total current liabilities95,913,537Â 105,334,319Â Secured long-term debt, net117,014,342Â 68,446,309Â Lease liabilities, net141,066,822Â 143,266,867Â Long-term liabilities - other - Note 1016,357,366Â 17,936,540Â Commitments and contingencies - Note 9Stockholders' equityÂ A Preferred stock, \$0.0001 par value, 1,000,000 shares authorized and no shares issued or outstandingÂ A Â A Common stock, \$0.0001 par value, 100,000,000 shares authorized; 46,902,091 shares issued and outstanding at SeptemberÂ 30, 2024; 46,466,622 shares issued and outstanding at December 31, 2023, 692Â 4,648Â Additional paid-in capital167,167,687Â 164,854,546Â Retained earnings165,417,353Â 159,026,799Â Total Pangaea Logistics Solutions Ltd. equity332,589,732Â 323,885,993Â Non-controlling interests46,224,871Â 46,309,940Â Total stockholders' equity378,814,603Â 370,195,933Â Total liabilities and stockholders' equity\$749,166,675Â \$705,179,968Â The accompanying notes are an integral part of these consolidated financial statements.3Pangaea Logistics Solutions Ltd.Consolidated Statements of Operations(unaudited)Â Three Months Ended September 30,Nine Months Ended September 30, 2024202320242023A Revenues:Voyage revenue\$145,119,752Â 127,884,506Â \$356,506,043Â \$346,300,186Â Charter revenue4,860,376Â 3,797,528Â 23,738,200Â 16,636,920Â Terminal & Stevedore Revenue3,134,936Â 3,934,154Â 9,117,226Â 4,453,811Â Total revenue153,115,064Â 135,616,188Â 389,361,469Â 367,390,171Â Expenses:Voyage expense71,539,649Â 59,075,208Â 169,805,168Â 170,349,472Â Charter hire expense36,511,251Â 25,466,886Â 96,339,176Â 77,183,388Â Vessel operating expense13,884,629Â 14,252,533Â 41,289,813Â 41,070,199Â Â A Terminal & Stevedore Expenses2,417,374Â 3,517,736Â 7,324,959Â 3,892,318Â General and administrative6,041,857Â 5,500,121Â 18,349,556Â 17,115,013Â Depreciation and amortization7,719,083Â 8,092,495Â 22,609,231Â 22,546,350Â Loss on sale of vesselÂ A Â A Â A 1,172,196Â Total expenses138,113,843Â 115,904,979Â 355,717,903Â 333,328,936Â Income from operations15,001,221Â 19,711,209Â 33,643,566Â 34,061,981Â Other income (expense)Â A Interest expense(4,702,101)Â (4,348,686)Â (12,365,614)Â (12,724,920)Interest income893,879Â 775,504Â 2,434,325Â 2,867,914Â Income (loss) attributable to Non-controlling interest recorded as long-term liability interest expense274,326Â (267,198)Â (420,826)Â (1,027,798)Unrealized (loss) gain on derivative instruments, net(5,961,224)Â (5,311,912)Â (1,804,388)Â 760,059Â Other income551,021Â (212,639)Â 2,229,193Â 422,636Â Total other expense, net(8,944,099)Â 78,893Â (10,927,310)Â (7,702,109)Net income6,057,122Â 20,190,102Â 20,212,716,256Â 26,359,872Â Income attributable to non-controlling interests(946,082)Â (1,321,811)Â (2,248,265)Â (1,172,774)Net income attributable to Pangaea Logistics Solutions Ltd.\$5,111,040Â 18,868,291Â \$20,467,991Â \$25,187,098Â Earnings per common share:Basic\$0.11Â \$0.42Â \$0.45Â \$0.56Â Diluted\$0.11Â \$0.42Â \$0.45Â \$0.56Â Weighted average shares used to compute earnings per common share:Basic45,279,813Â 44,775,438Â 45,257,462Â 44,754,620Â Diluted46,011,402Â 45,081,668Â 45,947,548Â 45,108,039Â The accompanying notes are an integral part of these consolidated financial statements.4Pangaea Logistics Solutions Ltd.Consolidated Statements of Stockholders' Equity(unaudited)Common StockAdditional Paid-in CapitalRetained EarningsTotal Pangaea Logistics Solutions Ltd. EquityNon-Controlling InterestTotal Stockholders' EquitySharesAmountBalance at JuneÂ 30, 202446,902,091Â \$4,692Â 166,521,852Â \$165,003,909Â \$331,530,453Â \$45,278,789Â \$376,809,242Â Share-based compensationÂ A Â A 645,835Â Â A 645,835Â Â A 645,835Â Common Stock DividendÂ A Â A Â A (4,697,596)Â (4,697,596)Â Net IncomeÂ A Â A Â A 5,111,040Â 5,111,040Â 946,082Â 6,057,122Â Balance at SeptemberÂ 30, 202446,902,091Â \$4,692Â 167,167,687Â \$165,417,353Â \$332,589,732Â \$46,224,871Â \$378,814,603Â Balance at December 31, 202346,466,622Â \$4,648Â 164,854,546Â \$159,026,799Â \$323,885,993Â \$46,309,940Â \$370,195,933Â Share-based compensationÂ A Â A 2,313,185Â Â A 2,313,185Â Distribution to Non-Controlling InterestsÂ A Â A Â A (2,333,334)Â (2,333,334)Issuance of restricted shares, net of forfeitures435,469Â 44Â 2,313,185Â 2,313,185Â Distribution to Common Stock DividendÂ A Â A Â A (14,077,437)Â (14,077,437)Â Net IncomeÂ A Â A Â A 20,467,991Â 20,467,991Â 248,265,221,716,256Balance at SeptemberÂ 30, 202446,902,091Â \$4,692Â 167,167,687Â \$165,417,353Â \$332,589,732Â \$46,224,871Â \$378,814,603Â Common StockAdditional Paid-in CapitalRetained EarningsTotal Pangaea Logistics Solutions Ltd. EquityNon-Controlling InterestTotal Stockholders' EquitySharesAmountBalance at JuneÂ 30, 202346,466,622Â \$4,648Â 164,854,546Â \$162,544,652Â \$326,709,553Â \$45,068,242Â \$377,779,593Â The accompanying notes are an integral part of these consolidated financial statements.5Pangaea Logistics Solutions, Ltd.Consolidated Statements of Cash Flows (unaudited)Â Nine Months Ended September 30, 20242023Operating activitiesNet income\$22,716,256Â \$26,359,872Â Adjustments to reconcile net income to net cash provided by operations:Depreciation and amortization expense22,609,231Â 22,546,350Â Amortization of deferred financing costs739,522Â 701,275Â Amortization of prepaid rent91,399Â 91,048Â Unrealized loss (gain) on derivative instruments1,804,388Â (2,760,059)Income from equity method investee(1,445,719)Â (417,636)Earnings attributable to non-controlling interest recorded as other long term liability420,826Â 1,027,798Â Provision for doubtful accounts1,671,197Â 933,449Â Loss on sale of vesselÂ A 1,172,196Â Drydocking costs(2,999,998)Â (3,368,800)Share-based compensation2,313,185Â 1,393,514Â Change in operating assets and liabilities:Accounts receivable2,563,160Â (17,676,862)Inventories(10,186,517)Â 757,206Â Advance hire, prepaid expenses and other current assets(5,637,302)Â 885,264Â Accounts payable, accrued expenses and other current liabilities1,297,723Â 3,324,586Â Deferred revenue450,565Â (7,086,632)Net cash provided by operating activities46,407,885Â 29,882,569Â Investing activitiesPurchase of vessels and vessel improvements(57,530,543)Â (27,217,355)Purchase of fixed assets and equipment(160,231)Â 1,321,811Â Proceeds from sale of vesselÂ A 8,037,804Â Acquisitions, net of cash acquiredÂ A (7,200,000)Dividends received from equity method investments510,000Â 1,637,500Â Contributions to non-consolidated subsidiaries and other investments(171,699)Â (275,000)Net cash used in investing activities(57,352,473)Â (25,017,051)Financing activitiesProceeds from long-term debt64,150,000Â 64,150,000Â Payments of financing fees and debt issuance costs(1,228,714)Â 64,150,000Â Payments of long-term debt(28,963,663)Â (12,435,039)Proceeds from finance leases8,000,000Â 8,000,000Â Payments of finance lease obligations(18,653,782)Â (12,211,158)Dividends paid to non-controlling interests(2,333,334)Â (5,000,000)Cash dividends paid(13,944,264)Â (13,944,264)Cash paid for incentive compensation shares relinquishedÂ A (127,283)Payments to non-controlling interest recorded as long-term liability(2,000,000)Â (2,500,000)Net cash provided by (used in) financing activities5,026,243Â (45,891,904)Net change in cash and cash equivalents(5,918,345)Â (41,026,386)Cash and cash equivalents, beginning of year99,037,866Â 128,384,606Â Cash and cash equivalents, end of period\$93,119,521Â \$87,

exceptions in Topic 848 apply to derivatives that are affected by the discounting transition due to reference rate reform. In December 2022, the FASB issued ASU No. 2022-06, "Reference Rate Reform (Topic 848): Deferral of the Sunset Date of Topic 848," which defers the sunset date of Topic 848 from December 31, 2022 to December 31, 2024, after which entities will no longer be permitted to apply the relief under Topic 848. As of September 30, 2024, the Company no longer holds any LIBOR-based contracts or financial instruments; therefore, the relief provisions under Topic 848 have no impact on our consolidated financial statements. The Company will continue to monitor any future guidance from the FASB related to reference rate reform. In November 2023, the Financial Accounting Standards Board (    FASB  ) issued Accounting Standards Update (    ASU  ) 2023-07, Improvements to Reportable Segment Disclosures (    ASU 2023-07  ), which amends the existing segment reporting guidance (ASC Topic 280   ) Segment Reporting (    ASC 280  ) to improve reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses that are regularly provided to the chief operating decision maker (    CODM  ) and included within each reported measure of segment profit or loss, an amount for other segment items by reportable segment and a description of its composition, the title and position of the CODM and an explanation of how the CODM uses the reported measure(s) of segment profit or loss in assessing segment performance and deciding how to allocate resources. In addition, companies with a single reporting segment will have to provide all of the disclosures required by ASC 280, including the significant segment expense disclosures. The amendments in this update are effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. The Company is currently evaluating the impact of our pending adoption of this standard on its financial statement disclosures.    NOTE 3 - CASH AND CASH EQUIVALENTS    Cash and cash equivalents include short-term deposits with an original maturity of less than three months. The following table provides a reconciliation of cash and cash equivalents reported within the consolidated balance sheets that sum to the total of the same amounts shown in the consolidated statement of cash flows:    A September 30, 2024 December 31, 2023 (unaudited) Money market accounts    cash equivalents \$32,166,579    \$38,556,005    Time deposit accounts - cash equivalents \$15,029,874    10,206,500    Cash (1)    \$93,068    \$0,275,361    Total cash and cash equivalents \$93,119,521    \$99,037,866    (1) It consists of cash deposits at various major banks. As of September    30, 2024 and December    31, 2023, the Company held cash and cash equivalents in the following subsidiaries: Cash and cash equivalents September    30, 2024 December    31, 2023 (unaudited) Pangaea (1) \$78,562,316    \$81,652,679    NBHC (2) \$8,996,753    11,948,547    NBP and Deck Barge (3) \$5,560,452    5,436,640    Total cash and cash equivalents \$93,119,521    \$99,037,866    (1) Held by 100% owned Pangaea consolidated subsidiaries (2) Held by a 67% owned Pangaea consolidated subsidiary (3) Held by a 50% owned Pangaea consolidated subsidiary. On November 6, 2024, the Company acquired the remaining 50% interest in NBP.    NOTE 4 - FIXED ASSETS    At September    30, 2024, the Company owned twenty-six dry bulk vessels including ten financed under finance leases; and one barge. The carrying amounts of these vessels, including unamortized drydocking costs, are as follows:    A September 30, December 31, 2024 2023 (unaudited)    m/v NORDIC ODYSSEY (1) \$17,617,399    \$18,949,524    m/v NORDIC ORION (1) \$18,549,448    19,789,942    m/v NORDIC OSHIMA (1) \$23,374,719    22,938,264    m/v NORDIC OLYMPIC (1) \$22,293,283    23,306,330    m/v NORDIC ODIN (1) \$22,401,646    23,411,836    m/v NORDIC OASIS (1) \$23,787,801    24,853,935    m/v NORDIC NULUUAJAK (2) (4) \$35,019,093    36,088,312    m/v NORDIC QINGNUA (2) (4) \$34,992,440    36,018,502    m/v NORDIC SANNGIJUQ (2) (4) \$34,620,640    35,623,004    m/v NORDIC SIKU (2) (4) \$35,003,265    36,009,984    m/v BULK ENDURANCE    2,923,447    21,859,034    m/v BULK PRUDENCE    2,571,987    26,533,530    m/v BULK COURAGEOUS (4) \$14,799,839    15,145,246    m/v BULK CONCORD (4) \$18,941,934    18,965,726    m/v BULK FREEDOM    7,554,843    8,150,075    m/v BULK PRIDE    10,813,297    11,194,335    m/v BULK SPIRIT    (4) \$12,212,972    12,970,111    m/v BULK SACHUEST    15,880,154    16,487,253    m/v BULK INDEPENDENCE    12,904,828    13,752,517    m/v BULK FRIENDSHIP (4) \$12,167,309    12,810,712    m/v BULK VALOR    15,900,269    16,434,083    m/v BULK PROMISE    16,454,062    16,970,026    m/v BULK BRENTON    28,529,665       m/v BULK PATIENCE    28,509,394       A MISS NORA G PEARL (3) \$1,597,201    1,821,235    510,600,935    470,083,516    Other fixed assets, net \$3,980,156    4,181,655    Total fixed assets, net \$514,581,091    \$474,265,171    Right of Use Assets Finance lease right of use assets: m/v BULK XAYMACA \$10,796,853    \$11,623,719    m/v BULK DESTINY    17,986,271    18,770,104    Operating lease right of use assets: Other Right of Use Assets, net (4) \$351,364       Total right of use assets \$29,134,488    \$30,393,823    (1) Vessels are owned by NBHC, a consolidated entity in which the Company has a two-third ownership interest at September    30, 2024 and December    31, 2023, respectively. (2) Vessels are owned by NBP, a consolidated joint venture in which the Company has a 50% ownership interest at September    30, 2024 and December    31, 2023. On November 6, 2024, the Company acquired the remaining 50% interest in NBP from a non-affiliate, resulting in full ownership of NBP's fleet of four Post Panamax Ice Class 1A dry bulk vessels. (3) Barge is owned by a 50% owned consolidated subsidiary. (3) Refer to Note 6, "Leases" of our Financial Statements for additional information related to the Assets under finance lease and operating lease. Long-lived Assets Impairment Considerations The Company evaluates the recoverability of its fixed assets and other assets in accordance with ASC 360-10-15.    Impairment or Disposal of Long-Lived Assets, which requires impairment losses to be recorded on    long-lived    assets    used in operations when indicators of impairment are present and the undiscounted cash flows estimated to be generated by those assets are less than their carrying amounts. If indicators of impairment are present, we perform an analysis of the anticipated undiscounted future net cash flows to be derived from the related    long-lived    assets. Our assessment is made at the asset group level, which represents the lowest level for which identifiable cash flows are largely independent of other groups of assets. The asset groups established by the Company are defined by vessel size and major characteristic or trade. The Company concluded that no triggering event had occurred during the nine months ended September    30, 2024, which would require impairment testing. The Company concluded that no triggering event had occurred during the third quarter of 2023, which would require impairment testing. However, during the first quarter of 2023, the Company determined that a triggering event had occurred related to the sale of a vessel, as its carrying value exceeded its fair value. On January 18, 2023, the Company signed a memorandum of agreement to sell the m/v Bulk Newport for \$8.9    million in net consideration after brokerage commissions. As a result, the Company recorded a loss on sale of \$1.2 million in the first quarter of 2023. The Company performed an impairment analysis on each asset group and concluded the estimated undiscounted future cash flows were higher than their carrying amounts and as such, no additional loss on impairment was recognized.    NOTE 5 - DEBT    Long-term debt consists of the following:    A September    30, 2024 December    31, 2023 Interest rate (  ) (1) Maturity Date (unaudited) Bulk Nordic Odyssey (MI) Corp., Bulk Nordic Orion (MI) Corp., Senior Secured Term Loan Facility (2) (3) \$11,062,809    12,512,080    2.95    % December 2027 Bulk Nordic Oshima (MI) Corp., Bulk Nordic Odin (MI) Corp., Bulk Nordic Olympic (MI) Corp., Bulk Nordic Oasis (MI) Corp., Secured Term Loan Facility (2) (3) \$36,200,000    39,800,000    3.38    % June 2027 The Amended Senior Facility - Dated May 13, 2019 (formerly The Amended Senior Facility - Dated December 21, 2017) Bulk Nordic Six Ltd. - Tranche A       9,033,325    May 2024 Bulk Pride - Tranche C       1,900,000    May 2024 Bulk Independence - Tranche E       9,500,000    May 2024 \$50 Million Senior Secured Term Loan Facility - Dated May 16, 2024 (4) \$48,144,309       7.60    % May 2029 Bulk Valor Corp. Loan and Security Agreement (2) \$9,056,964    10,087,642    3.29    % June 2028 Bulk Promise Corp. (2) \$8,647,112    9,685,334    4.54    % October 2027 Bulk Siquineq (2) \$7,126,618    7,733,094    6.19    % October 2029 Bulk Prudence    15,200,000       7.18    % July 2029 Total \$135,437,812    \$100,251,475    Less: unamortized issuance costs, net (1,886,820) (1,053,440) \$133,550,992    \$99,198,035    Less: current portion (16,536,650) (30,751,726) Secured long-term debt, net \$117,014,342    \$68,446,309    (1) As of    September    30, 2024. (2) Interest rates on the loan facilities are fixed. (3) The borrower under this facility is NBHC. The Company has two-third's ownership interest and an independent third party has one-third ownership interest in NBHC. NBHC is consolidated in accordance with ASC 810-10 and as such, amounts pertaining to the non-controlling ownership held by the third parties in the financial position of NBHC are reported as non-controlling interest in the accompanying balance sheets. (4) This facility is secured by the vessels m/v Bulk Endurance, m/v Bulk Brenton, and Bulk Patience, and is guaranteed by the Company. \$50 Million Senior Secured Term Loan Facility On May 16, 2024, the Company entered into a \$50 million Senior Secured Term Loan facility with a lender, providing committed funding for vessel acquisitions. The following drawdowns have been made under this facility, each with a maturity date of May 2029: Initial Drawdown: On May 17, 2024, Bulk Endurance (MI) Corp., as the initial borrower, drew \$17.6 million against the MV Bulk Endurance. The loan is repayable in quarterly installments of \$413,145, with a balloon payment of \$9,337,089 due at maturity in May 2029. Interest is floating at the Secured Overnight Financing Rate (SOFR) plus 2.5%. Second Drawdown: On July 19, 2024, Bulk Brenton (MI) Corp. drew \$15.7 million to finance the MV Bulk Brenton, which was delivered on July 26, 2024. Repayment is structured in quarterly installments of \$392,545, with a final balloon payment of \$8,216,654 due in May 2029. The interest rate is SOFR plus 2.5%, consistent with the initial drawdown. Third Drawdown: On August 14, 2024, Bulk Patience (MI) Corp. drew \$15.7 million for the MV Bulk Patience, delivered on August 20, 2024. This tranche is repayable in quarterly installments of \$372,354, with a balloon payment of \$8,972,626, also due in May 2029. The interest rate aligns with the prior tranches at SOFR plus 2.5%.    Following the third drawdown, the Company canceled the remaining undrawn amount under the facility. \$15.2 Million Senior Secured Term Loan Facility On July 17, 2024, the Company entered into a \$15.2 million Senior Secured Term Loan facility to finance the MV Bulk Prudence, an Ultramax Bulk Carrier. The loan is structured with quarterly installments of \$347,000 and a final balloon payment of \$8,607,000 due in July 2029. Interest on the loan is based on a floating rate at SOFR plus 1.90%. Bulk Prudence Corp., a wholly-owned subsidiary of Pangaea Logistics Solutions Ltd., is the borrower, with Pangaea and affiliated entities acting as guarantors. The future minimum annual payments under the debt agreements are as follows: Years ending December    31, (unaudited) 2024 (remainder of the year) \$4,118,797    2025 16,576,196    2026 16,738,201    2027 46,055,191    2028 11,422,630    Thereafter 40,526,797    \$135,437,812    Financial Covenants Under the Company's respective debt agreements, the Company is required to comply with certain financial covenants, including to maintain minimum liquidity and a collateral maintenance ratio clause, which requires the aggregate fair market value of the vessels plus the net realizable value of any additional collateral provided, to remain above defined ratios and to maintain positive working capital. The Company was in compliance with all applicable financial covenants as of    September    30, 2024    and December    31, 2023. NOTE 6 - LEASES The Bulk Destiny, Bulk Xaymaca, Bulk Spirit, Bulk Friendship, Bulk Courageous, Nordic Nuluujaak, Nordic Qingnua, Nordic Sanngijjuq, Nordic Siku and Bulk Concord are classified as finance leases and the leases are secured by the assignment of earnings and insurances and by guarantees of the Company. Minimum lease payments under finance leases are recognized on a straight    line basis over the term of the lease and the Company will own these vessels at the end of lease term. Refer to the Company's annual report Form 10-K for the year ended December    31, 2023, filed with the Securities and Exchange Commission on March 14, 2024 for additional information on these finance leases.    Finance and operating leases consists of the following as of September    30, 2024:    A September    30, 2024 December    31, 2023 Interest Rate (  ) (1) Maturity Date (unaudited) Finance Leases: Bulk PODS Ltd. \$3,380,207    \$4,763,020    6.71    % December 2027 Bulk Spirit Ltd. \$6,331,510    \$7,486,979    6.98    % February 2027 Bulk Nordic Five Ltd. (2) \$10,700,000    \$11,595,861    3.97    % April 2028 Bulk Friendship Corp. (2) \$950,000    \$8,471,002    6.75    % September 2029 Bulk Nordic Seven LLC (3) \$27,241,202    \$28,482,063    7.06    % May 2036 Bulk Nordic Eight LLC (3) \$27,232,892    \$28,473,392    7.06    % June 2036 Bulk Nordic Nine LLC (3) \$27,386,548    \$28,591,644    7.06    % September 2036 Bulk Nordic Ten LLC (3) \$27,511,829    \$28,712,632    7.06    % November 2036 Bulk Courageous Corp. (2) \$8,100,000    9,000,000    3.93    % April 2028 Phoenix Bulk 25 Corp. (2) \$10,886,035    12,097,410    4.67    % February 2029 Operating Leases: Other (4) \$378,364       7.89    % March 2034 Total \$157,398,587    \$167,674,003    Less: unamortized issuance costs, net (2,092,825) (2,437,102) \$155,305,762    \$165,236,901    Less: current portion (14,238,935) (21,970,124) Long-term lease liabilities, net \$141,066,827    \$143,266,777    (1) As of    September    30, 2024 including the effect of interest rate cap if any. (2) Interest rates on the loan facilities are fixed. (3) The Company entered into an interest rate cap effective from Q2 2026 through Q4 2026, which caps the SOFR at 3.51%. (4) The company entered into a 10-year ground lease agreement with the Tampa Port Authority, commencing on April 22, 2024. Bulk Friendship Corp. Bareboat Charter Party In September    2024, Bulk Friendship Corp. entered into a sale and leaseback arrangement for \$8.0 million. Under ASC 606, the transaction did not qualify as a sale, as control of the vessel was not transferred to the lessor. Consequently, the lease is classified as a finance lease in accordance with ASC 842, due to the inclusion of a fixed-price purchase option, which the Company expects to exercise. The minimum lease payments consist of a fixed component of \$50,000 per month and a floating component based on one-month SOFR plus a margin of 1.9%. The Company has the option to purchase the vessel after the 18th month or at any point upon lessor default. If not exercised earlier, a final purchase option allows the Company to acquire the vessel at the end of the five-year term for \$5 million.    The following table provides details of the Company's future minimum lease payments under finance and operating lease liabilities recorded on the Company's consolidated balance sheets as of September    30, 2024. Year ending December    31, Amount (unaudited) 2024 (remainder of the year) \$6,580,334    2025 \$5,819,766    2026 \$4,349,214    2027 \$5,225,485    2028 \$8,867,261    Thereafter \$18,335,906    Total minimum lease payments \$230,177,966    Less imputed interest \$27,779,379    Present value of minimum lease payments \$157,398,587    Less current portion (14,238,935)    Less issuance costs (2,092,825)    Long-term portions \$141,066,827       18 NOTE 7 - DERIVATIVE INSTRUMENTS AND FAIR VALUE MEASUREMENTS Forward freight agreements The Company assesses risk associated with fluctuating future freight rates and, when appropriate, hedges identified economic risk with appropriate derivative instruments, specifically forward freight agreements (FFAs). These economic hedges do not usually qualify for hedge accounting under ASC 815 and as such, the usage of such derivatives can lead to fluctuations in the Company's reported results from operations on a period-to-period basis. Fuel swap contracts The Company continuously monitors the market volatility associated with bunker prices and seeks to reduce the risk of such volatility through a bunker hedging program. The Company enters into fuel swap contracts that are not designated for hedge accounting under ASC 815 and as such, the usage of such derivatives can lead to fluctuations in the Company's reported results from operations on a period-to-period basis. Interest rate cap The Company's objectives in using interest rate derivatives are to add stability to interest expense and to manage its exposure to interest rate movements. To accomplish these objectives, the Company primarily uses interest rate swaps and interest rate caps as part of its interest rate risk management strategy. Interest rate caps designated as cash flow hedges involve the receipt of variable amounts from a counterparty if interest rates rise above the strike rate on the contract. The estimated fair values of the Company's forward freight agreements and fuel swap contracts are based on market prices obtained from an independent third-party valuation specialist based on published indices. Such quotes represent the estimated amounts the Company would receive or pay to terminate the contracts. The interest rate caps contracts are valued using analysis obtained from independent third party valuation specialists based on market observable inputs, representing Level 2 assets. The following table summarizes assets and liabilities measured at fair value on a recurring basis at September    30, 2024 and December    31, 2023: Asset Derivative Liability Derivative Derivative instruments Balance Sheet Location 09/30/2024 12/31/2023 Balance Sheet Location 09/30/2024 12/31/2023 (unaudited) (unaudited) Margin accounts (1) Other current assets \$4,226,396    \$3,751,257    Other current liabilities \$      A \$      A Forward freight agreements (2) Other current assets \$      A \$      A Other current liabilities \$121,884    \$1,217,820    Fuel swap contracts (3) Other current assets \$      A \$      A Other current liabilities \$1,665,659    \$523,233    Interest rate cap (2) Other current assets \$1,626,239    \$3,384,137    Other current liabilities \$      A \$      A (1) The fair value measurements are all categorized within Level 1 of the fair value hierarchy. (2) These fair value measurements were all categorized within Level 2 of the fair value hierarchy. The three levels of the fair value hierarchy established by ASC 820, Fair Value Measurements and Disclosures, in order of priority are as follows:    Level 1    Quoted prices in active markets for identical assets or liabilities. Our Level 1 fair value measurements include cash, money-market accounts and restricted cash accounts.    Level 2    Quoted prices for similar assets and liabilities in active markets or inputs that are observable.    Level 3    Inputs that are unobservable (for example cash flow modeling inputs based on assumptions).    19 The following table presents the effect of our derivative financial instruments on the consolidated statements of operations for the nine months ended September    30, 2024 and 2023: Unrealized gain (loss) on derivative instruments Three Months Ended Nine Months Ended Derivative instruments 09/30/2024 09/30/2023 09/30/2024 09/30/2023 (unaudited) (unaudited) Forward freight agreements (\$712,929) (\$941,518) \$1,095,937    (\$736,983) Fuel Swap Contracts (\$3,253,659) \$3,430,759    (\$1,142,426) \$2,941,250    Interest rate cap (1,994,636) (159,635)    (\$1,757,898) \$55,792    Total (loss) gain (\$5,612,424) \$4,531,912    (\$1,804,388) \$2,760,059       20 NOTE 8 - RELATED PARTY TRANSACTIONS Amounts and notes payable or notes receivable to related parties consist of the following: December    31, 2023 Activity September    30, 2024 (unaudited) Included in prepaid expenses, accounts payable, accrued expenses and other current liabilities on the consolidated balance sheets:       Affiliated companies payable / (prepaid expenses) (i) \$1,490,060    (2,529,546)    (1,039,486)    Seamar Management S.A. ("Seamar") Under the terms of a technical management agreement between the Company and Seamar Management S.A. (    Seamar  ), an equity method investee, Seamar is responsible for the day-to-day operations for certain of the Company's owned vessels. During the three months ended September    30, 2024 and 2023, the Company incurred technical management fees of approximately \$829,800 and \$828,000, respectively, under this arrangement. During the nine months ended September    30, 2024 and 2023, the Company incurred technical management fees of approximately \$2,359,000 and \$2,394,990, respectively, under this arrangement. NOTE 9 - COMMITMENTS AND CONTINGENCIES Long-term Contracts Accounted for as Operating Leases The Company leases office space for its Copenhagen operations. The lease expires in December 2025, at which time the lease continues on a month to month basis with a non-cancelable

period of six months. The Company leases office space for its Singapore operations. In July 2023, the Company renewed its lease for a two year period. At September 30, 2024, the remaining lease term is eleven months. For the three months ended September 30, 2024 and 2023, the Company recognized approximately \$50,000 and \$46,000, respectively, as lease expense for office leases in General and Administrative Expenses. For the nine months ended September 30, 2024 and 2023, the Company recognized approximately \$148,000 as lease expense for office leases in General and Administrative Expenses. Legal Proceedings and Claims The Company is subject to certain asserted claims arising in the ordinary course of business. The Company intends to vigorously assert its rights and defend itself in any litigation that may arise from such claims. While the ultimate outcome of these matters could affect the results of operations of any one year, and while there can be no assurance with respect thereto, management believes that after final disposition, any financial impact to the Company would not be material to its consolidated financial position, results of operations, or cash flows. 21 NOTE 10 - OTHER LONG-TERM LIABILITIES In September 2019, the Company entered into an LLC agreement for the formation of NBP, that, at inception is owned 75% by the Company and 25% by an independent third party. A NBP was established for the purpose of constructing and owning four new-build ice class post panamax vessels. The third party contributed additional funding which increased their ownership of NBP to 50% at the time of delivery of the new-build ice class post panamax vessels. The agreement contains both put and call option provisions. Accordingly, the Company may be obligated, pursuant to the put option, or entitled to, pursuant to the call option, to purchase the third party's interest in NBP beginning anytime after September 2026. The put option and call option are at fixed prices which are not significantly different from each other, starting at \$4.0 million per vessel on the fourth anniversary from completion and delivery of each vessel and declining to \$3.7 million per vessel on or after the seventh anniversary from completion and delivery of each vessel. If neither put nor call option is exercised, the Company is obligated to purchase the vessels from NBP at a fixed price. Pursuant to ASC 480, Distinguishing Liabilities from Equity, the Company has recorded the third party's interest in NBP as a Long term liabilities - Other. The Company took delivery of Nordic NuluuJaak, Nordic Qinngua, Nordic Sanngijuuq and Nordic Siku in 2021. Earnings attributable to the third party's interest in NBP are recorded in Income attributable to Non-controlling interest recorded as long-term liability. On November 6, 2024, the Company acquired the remaining 50% interest in NBP from the third party, resulting in full ownership of NBP. The roll-forward of Other Long-term Liabilities are as follows: 09/30/2024 12/31/2023 (unaudited) (audited) Beginning Balance \$17,936,540 \$19,974,390 Payments to non-controlling interest recorded as long-term liability (2,000,000) (2,500,000) Earnings attributable to non-controlling interest recorded as other long term liability 420,826 462,150 Ending balance \$16,357,366 \$17,936,540 22 NOTE 11 - NET INCOME PER COMMON SHARE The computation of basic net income per share is based on the weighted average number of common shares outstanding for the nine months ended September 30, 2024 and 2023. Diluted net income per share gives effect to restricted stock awards. The following table summarizes the calculation of basic and diluted income per share: Three Months Ended Nine Months Ended September 30, 2024 September 30, 2023 September 30, 2024 September 30, 2023 (unaudited) (unaudited) Net income \$5,111,040 \$18,868,291 \$20,467,991 \$25,187,098 Weighted Average Shares - Basic 45,279,813 44,775,438 45,257,462 44,754,620 Dilutive effect of restricted stock awards 731,589 306,230 69,086 353,419 Weighted Average Shares - Diluted 46,011,402 45,081,668 45,947,548 45,108,039 Basic net income per share \$0.11 \$0.42 \$0.45 \$0.56 Diluted net income per share \$0.11 \$0.42 \$0.45 \$0.56 12 - ACQUISITIONS On March 24, 2023, the Company signed a Members Interest Purchase Agreement for the acquisition of marine port terminal operations for a purchase price of \$7.2 million. On June 1, 2023, the Company completed the acquisition for a total purchase price of \$9.3 million including acquired net working capital. Under the terms of the agreement, Pangaea acquired all onshore assets, licenses and business operations related to the sellers terminal operation. The following table summarizes the final allocation of the purchase price to the estimated fair values of the assets acquired and liabilities assumed: Net working capital, excluding cash \$1,772,889 Property, plant and equipment 1,844,100 Goodwill 3,104,800 Other intangible assets 2,251,100 Fair value of net assets acquired, excluding cash and cash equivalents 8,972,889 Cash and cash equivalents 326,888 Fair value of net assets acquired \$9,299,777 13 - SUBSEQUENT EVENTS On October 3, 2024, Pangaea Logistics Solutions Ltd. entered into a definitive agreement to purchase the remaining 50% equity ownership of Nordic Bulk Partners LLC from HS Nordic LLC for \$18.9 million in cash. The transaction was completed on November 6, 2024, resulting in Pangaea owning 100% of Nordic Bulk Partners. As of September 30, 2024, HS Nordic LLC's 50% interest was recorded as a \$16.4 million long-term liability. Upon completion of the transaction on November 6, 2024, this liability was extinguished, with an additional \$2.5 million payment over the recorded liability amount. On November 8, 2024, the Company's Board of Directors declared a quarterly cash dividend of \$0.10 per common share, to be paid on December 13, 2024, to all shareholders of record as of November 29, 2024. 23 ITEM 2. Management's Discussion and Analysis of Financial Condition and Results of Operations The following discussion should be read in conjunction with our consolidated financial statements and footnotes thereto contained in this report. Forward Looking Statements All statements other than statements of historical fact included in this Form 10-Q including, without limitation, statements under "Management's Discussion and Analysis of Financial Condition and Results of Operations" regarding our financial position, business strategy and the plans and objectives of management for future operations, are forward looking statements. When used in this Form 10-Q, words such as "anticipate," "believe," "estimate," "expect," "intend" and similar expressions, as they relate to us or our management, identify forward looking statements. Such forward looking statements are based on the beliefs of management, as well as assumptions made by, and information currently available to, our management. Actual results could differ materially from those contemplated by the forward looking statements as a result of the risk factors and other factors detailed in our filings with the Securities and Exchange Commission. All subsequent written or oral forward looking statements attributable to us or persons acting on our behalf are qualified in their entirety by this paragraph. Important Financial and Operational Terms and Concepts The Company uses a variety of financial and operational terms and concepts when analyzing its performance. These include revenue recognition, deferred revenue, allowance for doubtful accounts, vessels and depreciation and long-lived assets impairment considerations, as defined above as well as the following: Voyage Revenue. Voyage revenue is derived from voyage charters which involve the carriage of cargo from a load port to a discharge port, which is predetermined in each voyage contract. Gross revenue is calculated by multiplying the agreed rate per ton of cargo by the number of tons loaded. The Company directs how and for what purpose the vessel is used and therefore, these voyage contracts do not contain leases. Charter Revenue. Charter revenue is earned when the Company lets a vessel it owns or operates to a charterer for a specified period of time. Charter revenue is based on the agreed rate per day. These time-charter arrangements contain leases because the lessee has the power to direct the use and receives substantially all of the economic benefits from the use of the vessel. The operating lease component and the vessel operating expense non-lease component of a time-charter contract are reported as a single component. Terminal & Stevedore Revenue. Terminal & Stevedore revenue is derived from inbound and outbound cargo handling services at ports which the Company operates in. Gross revenue is earned typically based on a per-unit rate for volumes handled. Voyage Expenses. The Company incurs expenses for voyage charters, including bunkers (fuel), port charges, canal tolls, brokerage commissions and cargo handling operations, which are expensed as incurred. Charter Expenses. The Company charters in vessels to supplement its owned fleet to support its voyage charter operations. The Company hires vessels under time charters with third party vessel owners, and recognizes the charter hire payments as an expense on a straight-line basis over the term of the charter. Charter hire payments are typically made in advance, and the unrecognized portion is reflected as advance hire in the accompanying consolidated balance sheets. Under the time charters, the vessel owner is responsible for the vessel operating costs such as crews, maintenance and repairs, insurance, and stores. The Company does not record a right-of-use asset or lease liability for any arrangement less than one year. Vessel Operating Expenses. Vessel operating expenses represent the cost to operate the Company's owned vessels. Vessel operating expenses include crew hire and related costs, the cost of insurance, expenses relating to repairs and maintenance, the cost of spares and consumable stores, tonnage taxes, other miscellaneous expenses, and technical management fees. These expenses are recognized as incurred. Technical management services include day-to-day vessel operations, performing general vessel maintenance, ensuring regulatory and classification society compliance, arranging the hire of crew, and purchasing stores, supplies, and spare parts. Terminal & Stevedore Expenses. Terminal & Stevedore expenses represent the cost to provide the Company's cargo handling services. Terminal & Stevedore expenses include direct labor and related costs, the cost of insurance, expenses relating to repairs and maintenance of shore based equipment, trucking, and other direct miscellaneous expenses. 24 Fleet Data. The Company believes that the measures for analyzing future trends in its results of operations consist of the following: Shipping days. The Company defines shipping days as the aggregate number of days in a period during which its owned or chartered-in vessels are performing either a voyage charter (voyage days) or a time charter (time charter days). Daily vessel operating expenses. The Company defines daily vessel operating expenses as vessel operating expenses divided by ownership days for the period. Vessel operating expenses include crew hire and related costs, the cost of insurance, expenses relating to repairs and maintenance, the costs of spares and consumable stores, tonnage taxes, other miscellaneous expenses, and technical management fees. Chartered in days. The Company defines chartered in days as the aggregate number of days in a period during which it chartered in vessels from third party vessel owners. Time Charter Equivalent "TCE" rates. The Company defines TCE rates as total revenues less voyage expenses divided by the length of the voyage, which is consistent with industry standards. TCE rate is a common shipping industry performance measure used primarily to compare daily earnings generated by vessels on time charters with daily earnings generated by vessels on voyage charters, because rates for vessels on voyage charters are generally not expressed in per-day amounts while rates for vessels on time charters generally are expressed in per-day amounts. 25 Selected Financial Information (in thousands, except for shipping days data and per share data) (figures may not foot due to rounding) For the three months ended September 30, For the nine months ended September 30, 2024 2023 2024 2023 Selected Financial Data (unaudited) (unaudited) Voyage revenue \$145,120 \$127,885 \$356,506 \$346,300 Charter revenue \$4,860 \$3,798 \$23,738 \$16,637 Terminal & Stevedore Revenue \$3,135 \$3,934 \$9,117 \$4,454 Total revenue \$153,115 \$135,616 \$389,361 \$367,391 Voyage expense \$71,540 \$59,075 \$169,805 \$170,349 Charter hire expense \$36,511 \$25,467 \$96,339 \$77,183 Vessel operating expenses \$13,885 \$14,253 \$41,290 \$41,070 Terminal Expenses \$2,417 \$3,518 \$7,325 \$3,892 Total cost of transportation and service revenue \$124,353 \$102,312 \$314,759 \$292,495 Vessel and Terminal Equipment depreciation and amortization \$7,678 \$8,063 \$22,527 \$22,462 Gross Profit \$12,084 \$25,241 \$52,076 \$52,433 Other operating expenses \$6,083 \$5,529 \$18,432 \$17,199 Loss on impairment of vessels \$6,057 \$6,057 \$6,057 \$6,057 Loss on sale of vessels \$6,057 \$6,057 \$6,057 \$6,057 Income from operations \$19,014 \$19,711 \$33,644 \$34,062 Total other expense, net \$(9,447) \$(9,479) \$(10,927) \$(7,702) Net income \$6,057 \$12,200 \$20,190 \$27,166 (Income) loss attributable to non-controlling interests (946) (1,322) (2,248) (1,173) Net income attributable to Pangaea Logistics Solutions Ltd. \$5,111 \$18,868 \$20,468 \$25,187 Net income from continuing operations per common share information Basic net income per share \$0.11 \$0.42 \$0.45 \$0.56 Diluted net income per share \$0.11 \$0.42 \$0.45 \$0.56 Weighted-average common shares Outstanding - basic 45,279,813 44,775,438 45,257,462 44,754,620 Weighted-average common shares Outstanding - diluted 46,011,402 45,081,668 45,947,548 45,108,039 Adjusted EBITDA (1) \$23,917 \$27,881 \$59,795 \$60,042 Shipping Days (2) A Voyage days 4,549 4,314 11,289 11,283 Time charter days 256 296 1,318 1,341 Total shipping days 4,805 4,610 12,607 12,624 TCE Rates (\$/day) \$16,324 \$15,748 \$16,692 \$15,256 26 September 30, 2024 December 31, 2023 Selected Data from the Consolidated Balance Sheets (unaudited) (audited) Cash and cash equivalents \$93,120 \$99,038 Total assets \$749,167 \$705,180 Total secured debt, including leases liabilities \$288,857 \$264,435 Total shareholders' equity \$378,815 \$370,196 For the nine months ended September 30, 2024 2023 (unaudited) Selected Data from the Consolidated Statements of Cash Flows Net cash provided by operating activities \$46,408 \$29,883 Net cash used in investing activities \$(57,352) \$(25,017) Net cash provided by (used in) financing activities \$5,026 \$(45,892) (1) Adjusted EBITDA represents net income (or loss), determined in accordance with U.S. GAAP, excluding interest expense, interest income, income taxes, depreciation and amortization, loss on impairment, loss on sale and leaseback of vessels, share-based compensation, other non-operating income and/or expense, and other non-recurring items, if any. Adjusted EBITDA is included because it is used by management and certain investors to measure operating performance and is also reviewed periodically as a measure of financial performance by Pangaea's Board of Directors. Adjusted EBITDA is not an item recognized by the generally accepted accounting principles in the United States of America, or U.S. GAAP, and should not be considered as an alternative to net income, operating income, or any other indicator of a company's operating performance required by U.S. GAAP. Pangaea's definition of Adjusted EBITDA used here may not be comparable to the definition of EBITDA used by other companies. (2) Shipping days are defined as the aggregate number of days in a period during which its owned or chartered-in vessels are performing either a voyage charter (voyage days) or time charter (time charter days). 27 The reconciliation of gross profit to net transportation and service revenue and net income in accordance with U.S. GAAP to Adjusted EBITDA is as follows: (in thousands, figures may not foot due to rounding) Three Months Ended September 30, Nine Months Ended September 30, 2024 2023 Net Transportation and Service Revenue (3) (unaudited) (unaudited) Gross Profit (4) \$21,085 \$25,241 \$52,076 \$52,433 Add: Vessel and Terminal Equipment Depreciation and Amortization 7,678 8,063 22,527 22,462 Net transportation and service revenues \$28,762 \$33,304 \$74,602 \$74,896 Adjusted EBITDA Net income \$6,057 \$12,200 \$20,190 \$27,166 \$26,360 Interest expense, net 3,808 3,573 9,931 9,857 (Income) loss attributable to Non-controlling interest recorded as long-term liability expense (274) 267 421 1,028 Depreciation and amortization 7,191 8,092 22,609 22,546 EBITDA \$17,310 \$32,123 \$55,678 \$59,791 Non-GAAP Adjustments Loss on sale of vessels \$6,057 \$6,057 \$6,057 \$6,057 Share-based compensation 646 270 2,313 1,394 Unrealized loss (gain) on derivative instruments, net 961 (4,532) 1,804 (2,760) Other non-recurring items \$6,191 \$191 \$445 Adjusted EBITDA \$23,917 \$27,881 \$59,795 \$60,042 (3) Net transportation and service revenue represents total revenue less the total direct costs of transportation and services, which includes charter hire, voyage and vessel operating expenses and terminal & stevedore expenses. Net transportation and service revenue is included because it is used by management and certain investors to measure performance by comparison to other logistic service providers. Net transportation and service revenue is not an item recognized by the generally accepted accounting principles in the United States of America, or U.S. GAAP, and should not be considered as an alternative to net income, operating income, or any other indicator of a company's operating performance required by U.S. GAAP. Pangaea's definition of net transportation and service revenue used here may not be comparable to an operating measure used by other companies. (4) Gross profit represents total revenue less cost of transportation and service revenue less vessel and terminal equipment depreciation. 28 Business Overview Pangaea Logistics Solutions Ltd. and its subsidiaries (collectively, "Pangaea" or the "Company") provides seaborne drybulk logistics and transportation services as well as terminal and stevedoring operations. Pangaea utilizes its logistics expertise to service a broad base of industrial customers who require the transportation of a wide variety of drybulk cargoes, including grains, coal, iron ore, pig iron, hot briquetted iron, bauxite, alumina, cement clinker, dolomite and limestone. The Company provides ocean transportation services to clients utilizing an ocean-going fleet of motor vessels ("m/v") in the Handymax, Supramax, Ultramax and Panamax and Post-Panamax segments. At any time, this fleet may be comprised of a total of 45-60 vessels that are owned or chartered-in on a short-term basis. For the nine months ended September 30, 2024, the Company operated a total fleet of 52 vessels, of which 26 were wholly-owned or partially-owned through joint ventures. Industry Overview We operate in a cyclical industry subject to macroeconomic shifts, geopolitical volatility and other factors. Our business is also subject to fluctuations in the supply and demand for vessels, together with global demand for drybulk commodities, which impact freight pricing. The Baltic Dry Index ("BDI"), a broader market measure of the cost to transport drybulk commodities by sea, offers a market view into global supply demand trends and is considered the standard benchmark for drybulk cargo pricing. The BDI averaged 1,871 for the third quarter of 2024, up approximately 43%, compared to an average of 1,305 for the same quarter of 2023. The average published market rates for Supramax and Panamax vessels, reflecting the composition of the company's fleet, also increased approximately 30%, from an average of \$10,548 in the third quarter of 2023 to \$13,707 in the same period of 2024. As a result of the industry's volatility, we have experienced fluctuations in our quarterly and annual operating results in the past, and we expect to continue experiencing such fluctuations in the future due to various factors, including cargo demand, vessel supply, competition, and seasonality. Quarterly TCE Performance For the three months ended September 30, 2024, the Company's TCE rates were up 4% to \$16,324 from \$15,748 for the three months ended September 30, 2023. The Company's achieved TCE rates improved from the previous quarter as the overall drybulk market rates improved for the three months ended September 30, 2024. The Company's achieved TCE rate for the three months ended September 30, 2024 outperformed the average of the Baltic panamax and supramax market indexes and exceeded the average market rates by approximately 19% due to its long-term contracts of affreightment, ("COAs"), its specialized fleet and its cargo-focused strategy. 3rd Quarter Highlights Net income attributable to Pangaea Logistics Solutions Ltd. was approximately \$5.1 million for three months ended September 30, 2024 as compared to approximately \$18.9 million for the same period of 2023. Diluted net income per share was \$0.11 for three months ended September 30, 2024, as compared to \$0.42 for the same period in 2023. Pangaea's TCE rates were \$16,324 for the three months ended September 30, 2024 and \$15,748 for the three months ended September 30, 2023. Adjusted EBITDA was \$23.9

million and \$27.9 million for the three months ended September 30, 2024 and September 30, 2023. At the end of the quarter, Pangaea had \$93.1 million in cash, and cash equivalents.

Three Months Ended September 30, 2024 Compared to Three Months Ended September 30, 2023

RevenuesPangaea's revenues are derived predominately from voyage, time charters, and terminal and stevedore revenue. Total revenue for the three months ended September 30, 2024, was \$153.1 million, compared to \$135.6 million for the same period in 2023, a 13% increase. The increase in revenues was primarily driven by a 5% rise in total shipping days, reaching 4,805 days for the three months ended September 30, 2024, compared to 4,610 days for the same period in 2023. However, this was partially offset by a 20% decrease in terminal and stevedore revenue.

The Components of our revenue are as follows:

Voyage Revenues: Voyage revenues increased by 13% for the three months ended September 30, 2024 to \$145.1 million compared to \$127.9 million for the same period in 2023. The increase in voyage revenues was primarily due to a 5% increase in voyage days from 4,314 in the three months ended September 30, 2023 to 4,549 for the three months ended September 30, 2024. The increase is also attributable to higher average TCE rates earned as discussed above.

Charter Revenues: Charter revenues increased to \$4.9 million from \$3.8 million, or 28%, for the three months ended September 30, 2024 compared to the same period in 2023. The increase in charter revenues was due to higher charter hire rates, with the panamax and supramax vessel index rising 30% from \$10,548 per day for three months ended September 30, 2023 to \$13,707 per day, over the same period of 2024. However, time charter days decreased by 13% year-over-year, from 296 days to 256 days. Our flexible chartering strategy enables the Company to selectively release excess ship days, if any, into the market under time charter arrangements rather than voyage days.

Terminal & Stevedore Revenues: Terminal & Stevedore revenues decreased by 20% for the three months ended September 30, 2024 to \$3.1 million compared to \$3.9 million for the same period in 2023. The decrease in revenues was primarily due to the timing of certain significant customer contracts, which did not contribute to revenues in the third quarter of 2024 but are expected to be fulfilled in the fourth quarter of 2024. This timing shift of contracts that contribute materially to port revenues resulted in a decrease for the current period.

Operating and Business Expenses

In recent years, global cost inflation has contributed to higher vessel operation costs, including crew travel, equipment transportation, and drydocking. While we expect crew payroll expenses to stabilize in the near and medium term, other inflated costs may increase our vessels' daily operating expenses. Typically, any fuel cost increases during voyages are managed through bunker hedging or through fuel cost pass-through arrangements in long-term contracts.

The Components of our expenses are as follows:

Voyage Expenses: Voyage expenses were \$71.5 million for the three months ended September 30, 2024, compared to \$59.1 million for the same period in 2023, an increase of approximately 21%. The increase was driven by a 5% increase in voyage days, leading to corresponding increases in bunkers consumed and port expenses incurred. The total average market price of bunkers consumed increased by 19.7% for the three months ended September 30, 2024, compared to the same period in 2023. Port expenses increased approximately 7% compared to the prior year as a result of the increase in voyage day activity.

Charter Hire Expenses: Charter hire expenses for the three months ended September 30, 2024 were \$36.5 million, compared to \$25.5 million for the same period in 2023, a 43% increase. The increase in charter hire expenses was predominantly driven by higher market rates for charter-in vessels, as well as an increase in chartered-in days. Specifically, the average published market rates for Supramax and Panamax vessels increased approximately 30% climbing from an average of \$10,548 in the third quarter of 2023 to \$13,707 in the same period of 2024. Chartered-in days increased 7% from 2,358 days in the three months ended September 30, 2023 to 2,519 days for the three months ended September 30, 2024. Charter hire expenses on a per day basis were \$14,494 for the three months ended September 30, 2024 and \$10,800 for the same period in 2023. The Company's flexible charter-in strategy allows it to supplement its owned fleet with short term chartered-in tonnage at prevailing market prices, when needed, to meet cargo demand.

Vessel Operating Expenses: Vessel operating expenses for the three months ended September 30, 2024 were \$13.9 million, compared to \$14.3 million for the same period in 2023, a decrease of approximately 3%. The ownership days remained stable, with 2,293 days for the three months ended September 30, 2024 compared to 2,300 days in 2023, reflecting a decrease of less than 1%. Excluding technical management fees, vessel operating expenses on a per day basis were \$5,520 for the three months ended September 30, 2024, down from \$5,706 for the three months ended September 30, 2023. Technical management fees amounted to approximately \$1.2 million and \$1.1 million for the three months ended September 30, 2024 and 2023, respectively.

Terminal & Stevedore Expenses: Terminal & Stevedore expenses decreased by 31% for the three months ended September 30, 2024 to \$2.4 million compared to \$3.5 million for the same period in 2023. The decrease was in line with decreased terminal revenue.

General and Administrative Expenses: General and administrative expenses amounted to \$6.0 million for the three-month period ended September 30, 2024, compared to \$5.5 million for the corresponding period in 2023. The increase is primarily attributable to an increase in non-cash compensation associated with equity awards. Unrealized gain (loss) on derivative instruments

The Company assesses risk associated with fluctuating future freight rates and bunker prices, and when appropriate, actively hedges identified economic risk that may impact the operating income of long-term cargo contracts and forward bookings with forward freight agreements and bunkers swaps. The utilization of such derivatives can lead to fluctuations in the Company's reported results from operations on a period-to-period basis as the Company marks these positions to market at the balance sheet date while settlement of the position and execution of the physical transaction may occur at a future date. The Company recognized a mark to market loss on bunker swaps of approximately \$3.3 million and a mark to market loss on forward freight agreements (FFAs) of approximately \$712.9A thousand in the three months ended September 30, 2024. The fair value loss on interest rate derivatives amounted to approximately \$2.0A million for the three months ended September 30, 2024. The total loss resulted from changes in the fair value of the derivatives at the respective balance sheet dates.

Nine Months Ended September 30, 2024 Compared to Nine Months Ended September 30, 2023

RevenuesPangaea's revenues are derived predominately from voyage and time charters. Total revenue for the nine months ended September 30, 2024 was \$389.4 million, compared to \$367.4 million for the same period in 2023, a 6% increase. The increase in revenues was primarily due to higher average TCE rates earned. The total shipping days remained stable, totaling 12,607 days for the nine months ended September 30, 2024, compared to 12,624 days for the nine months ended September 30, 2023.

Components of revenue are as follows:

Voyage Revenues: Voyage revenues increased by 3% for the nine months ended September 30, 2024 to \$356.5 million compared to \$346.3 million for the same period in 2023. This increase was primarily due to higher average TCE rates from \$15,256 per day to \$16,692 per day. Voyage days remained nearly unchanged, totaling 11,289 days for the nine months ended September 30, 2024, compared to 11,283 days in 2023.

Charter Revenues: Charter revenues increased to \$23.7A million from \$16.6 million, or 43%, for the nine months ended September 30, 2024 compared to the same period in 2023. The increase in charter revenues was due to an increase in charter hire rates earned. The time charter revenue per day was \$18,011 for the nine months ended September 30, 2024 compared to \$12,406 for the same period of 2023. Time charter days decreased 2% to 1,318 in the nine months ended September 30, 2024 from 1,341 in the nine months ended September 30, 2023. The optionality of our chartering strategy allows the Company to selectively release excess ship days, if any, into the market under time charters arrangements.

Terminal & Stevedore Revenues: Terminal & Stevedore revenues increased by 105% for the nine months ended September 30, 2024 to \$9.1 million compared to \$4.5 million for the same period in 2023. The increase was primarily attributed to the acquisition of port operations on June 1, 2023, which resulted in a full nine months of revenue being recorded in 2024, compared to merely four months in 2023.

Operating and Business Expenses

The Components of our expenses are as follows:

Voyage Expenses: Voyage expenses were \$169.8 million for the nine months ended September 30, 2024, compared to \$170.3 million for the same period in 2023, reflecting a decrease of less than 1%.

Charter Hire Expenses: Charter hire expenses for the nine months ended September 30, 2024 were \$96.3 million, compared to \$77.2 million for the same period in 2023, a 25% increase. The increase in charter hire expenses was primarily due to an increase in market rates to charter-in vessels. The average published market rates for Supramax and Panamax vessels increased approximately 38% from an average of \$10,227 in the nine months ended September 30, 2023 to \$14,161 in the same period of 2024. Meanwhile, chartered-in days remained about the same, with a slight decrease from 6,050 days in the nine months ended September 30, 2023 to 6,025 days for the nine months ended September 30, 2024. The Company's flexible charter-in strategy allowing it to supplement its owned fleet with short term chartered-in tonnage at prevailing market prices, when needed, to meet cargo demand.

Vessel Operating Expenses: Vessel operating expenses for the nine months ended September 30, 2024 were \$41.3 million, compared to \$41.1 million for the same period in 2023, a slight increase of approximately 1%. Excluding technical management fees, vessel operating expenses on a per day basis were \$5,686A for the nine months ended September 30, 2024 and \$5,620A for the same period in 2023. Technical management fees were approximately \$3.4A million and \$3.3 million for the nine months ended September 30, 2024 and 2023, respectively.

Terminal & Stevedore Expenses: Terminal & Stevedore expenses increased by 88% to \$7.3 million for the nine months ended September 30, 2024, compared to \$3.9 million for the same period in 2023. This increase is attributable to the acquisition of port operations in June 2023, resulting in a full three quarters of expenses from these operations in 2024, compared to four months in the prior year.

General and Administrative Expenses: For the nine months ended September 30, 2024, general and administrative expenses were \$18.3 million, compared to \$17.1 millionA for the same period in 2023, reflecting a marginal increase year-over-year. The increase is primarily attributable to non-cash compensation associated with equity awards. Unrealized (loss) gain on derivative instruments

The Company assesses risk associated with fluctuating future freight rates and bunker prices, and when appropriate, actively hedges identified economic risk that may impact the operating income of long-term cargo contracts and forward bookings with forward freight agreements and bunkers swaps. The utilization of such derivatives can lead to fluctuations in the Company's reported results from operations on a period-to-period basis as the Company marks these positions to market at the balance sheet date while settlement of the position and execution of the physical transaction may occur at a future date. The Company recognized mark to market losses on bunker swaps of approximately \$1.1 million and gains on forward freight agreements (FFAs) of approximately \$1.1 million in the nine months ended September 30, 2024. The fair value loss on interest rate derivatives was approximately \$1.8 million for the nine months ended September 30, 2024. These losses resulted from changes in the fair value of the derivatives at the respective balance sheet dates.

Significant accounting estimates

The discussion and analysis of the Company's financial condition and results of operations is based upon the Company's consolidated financial statements, which have been prepared in accordance with U.S. GAAP. The preparation of consolidated financial statements in conformity with U.S. Generally Accepted Accounting Principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. The significant estimates and assumptions of the Company are the estimated future cash flows used in its impairment analysis, the estimated salvage value used in determining depreciation expense, the estimated on the percentage completion of spot voyages and the allowances for doubtful accounts.

Long-lived Assets Impairment Considerations

The Company evaluates the recoverability of its fixed assets and other assets in accordance with ASC 360-10-15.A Impairment or Disposal of Long-Lived Assets, which requires impairment losses to be recorded on long-lived assets used in operations when indicators of impairment are present and the undiscounted cash flows estimated to be generated by those assets are less than their carrying amounts. If indicators of impairment are present, we perform an analysis of the anticipated undiscounted future net cash flows to be derived from the related long-lived assets. Our assessment is made at the asset group level, which represents the lowest level for which identifiable cash flows are largely independent of other groups of assets. The asset groups established by the Company are defined by vessel size and major characteristic or trade.

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The Company concluded that no triggering event had occurred for the nine months ended September 30, 2024, which would require impairment testing. During the first quarter of 2023, the Company determined that a triggering event occurred related to the sale of a vessel, as the carrying value exceeded its fair value. On January 18, 2023, the Company signed a memorandum of agreement to sell the m/v Bulk Newport for \$8.9A million in net consideration after brokerage commissions. As a result, the Company recorded a loss on sale of \$1.2A million in the first quarter of 2023. The Company performed an impairment analysis on each asset group and concluded the estimated undiscounted future cash flows were higher than their carrying amounts and as such, no additional loss on impairment was recognized.

A Liquidity and Capital Resources

The Company has historically financed its capital needs through cash flow from operations, common stock issuance, non-controlling interest contributions, and long-term debt and finance leases. Capital has primarily been allocated to operations, vessel acquisitions, and debt servicing. While the Company may pursue additional debt or equity financing as needed, adverse market conditions could limit access to favorable terms, potentially restricting business expansion opportunities. Since a significant portion of our Company's long-term debt and finance leases have fixed or capped interest rates, the impact of rising interest rates on our earnings is limited.

As of September 30, 2024, and December 31, 2023, the Company's working capital was \$100.3 million and \$86.5 million, respectively. This increase mainly reflects strategic refinancing of secured debt and finance leases, which extended maturity dates and improved liquidity over the nine months ending September 30, 2024.

Cash Flows:

The table below summarizes our primary sources and uses of cash for the three months ended September 30, 2024 and 2023. We have derived these summarized statements of cash flows from the consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q. Amounts in the table below have been calculated based on unrounded numbers. Accordingly, certain amounts may not appear to recalculate due to the effect of rounding.

For the nine months ended (In millions) September 30, 2024 September 30, 2023

Net cash provided by (used in):

Operating activities: Net income adjusted for non-cash items \$47.9A \$47.7A

Changes in operating assets and liabilities, net (1.5) (17.8)

Operating activities 46.4 29.9

Investing activities (57.4) (25.0)

Financing activities 5.0 (45.9)

Net change \$ (5.9) \$ (41.0)

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Operating Activities

Net cash provided by operating activities during the nine months ended September 30, 2024 was \$46.4 million compared to net cash provided by operating activities of \$29.9 million for the nine months ended September 30, 2023. The increase in cash flows from operating activities compared to the previous year was primarily due to better management of working capital, including improved collections of accounts receivable and efficient timing of accounts payable.

Investing Activities

Net cash used in investing activities during the nine months ended September 30, 2024, was \$57.4 million compared to \$25.0 million for the same period in 2023. The Company purchased two vessels for \$57.5 million in the nine months ended September 30, 2024. In comparison, during the nine months ended September 30, 2023, the Company (i) paid \$27.0 million for the purchase of one vessel and other vessel improvements and (ii) paid \$7.2 million for the net cash acquisition of a port and terminal operation. These uses of cash were partially offset by \$8.0 million in net proceeds from the sale of one vessel and cash dividends of \$1.6 million from equity method investments.

Financing Activities

Net cash provided by financing activities during the nine months ended September 30, 2024 was \$5.0 million and net cash used in financing activities was \$45.9 million during the nine months ended September 30, 2023, respectively. During the nine months ended September 30, 2024, the Company (i) received net proceeds of \$35.2 million from long-term debt (comprised of \$64.2 million in proceeds offset by \$29.0 million in repayments) (ii) made a net repayment of \$10.7 million in finance leases (comprised of \$18.7 million in payments offset by \$8.0 million in finance lease proceeds from finance leases), (iii) paid \$13.9 million in cash dividends to its shareholders and \$2.3 million in cash dividends to non-controlling interest holders and (iv) paid \$2.0 million as payment to non-controlling interest recorded as long-term liability. During the nine months ended September 30, 2023, the Company (i) repaid \$12.4 million of long term debt and \$12.2 million of finance leases, (ii) paid \$13.6 million in cash dividends to its shareholders and \$5.0 million in cash dividends to non-controlling interest holders and (iii) paid \$2.5 million as payment to non-controlling interest recorded as long-term liability. The Company has demonstrated its unique ability to adapt to changing market conditions by maintaining a nimble chartered-in profile to meet its cargo commitments. We believe, given our current cash holdings, if drybulk shipping rates do not decline significantly from current levels, our capital resources, including cash anticipated to be generated within the year, are sufficient to fund our operations for at least the next twelve months.

Capital Expenditures

The Company's capital expenditures relate to the purchase of vessels and interests in vessels, capital improvements to its vessels which are expected to enhance the revenue earning capabilities and safety of these vessels, as well as port & terminal operations. The Company's owned or partially owned and controlled fleet at September 30, 2024 includes: nine Panamax drybulk carriers (six of which are Ice-Class 1A); nine Supramax drybulk carriers, two Ultramax Ice Class 1C, two Ultramax drybulk carriers, and four Post Panamax Ice Class 1A drybulk vessels. In addition to vessel acquisitions that the Company may undertake in future periods, its other major capital expenditures include funding its program of regularly scheduled drydockings necessary to make improvements to its vessels, as well as to comply with international shipping standards and environmental laws and regulations. Funding expenses associated with these requirements will be met with cash from operations. The Company anticipates that this process of recertification will require it to reposition these vessels from a discharge port to shipyard facilities, which will reduce the Company's available days and operating days during that period. The Company capitalized drydocking costs totaling approximately \$3.0 million in the nine months ended September 30, 2024 and 2023. The Company expensed drydocking costs of approximately \$233,000 and \$356,000, respectively, in the nine months ended September 30, 2024 and 2023. Off-Balance Sheet Arrangements

The Company does not have off-balance sheet arrangements at September 30, 2024 or December 31, 2023.

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ITEM 3. Quantitative and Qualitative Disclosures about Market Risk

A No significant changes to our market risk have occurred since December 31, 2023. For a discussion of market risks affecting us, refer to Part II, Item 7A "Quantitative and Qualitative Disclosures About Market Risk" included in the Company Annual Report on Form 10-K for the year ended December 31, 2023.

ITEM 4. Controls and Procedures

The Company's Evaluation of Disclosure

controls and Procedures. As of the end of the period covered by this report on Form 10-K-Q, we carried out an evaluation, under the supervision and with the participation of management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of our disclosure controls and procedures as such term is defined in Rule 13a-15(e). Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective for the nine months ended September 30, 2024.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the period covered by this report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II: OTHER INFORMATION

Item 1 - Legal Proceedings

From time to time, we are involved in various other disputes and litigation matters that arise in the ordinary course of our business, principally cargo claims. Those claims, even if lacking merit, could result in the expenditure by us of significant financial and managerial resources.

Item 1A Risk Factors

In addition to the other information set forth in this report, the reader should carefully consider the factors discussed in Item 1A. Risk Factors in our Company's Annual Report on Form 10-K for the year ended December 31, 2023 and the Risk Factor described below, which could materially affect the Company's business, financial condition or future results.

Item 2 Unregistered Sales of Equity Securities and Use of Proceeds

None.

Item 3 Defaults Upon Senior Securities

None.

Item 4 Mine Safety Disclosures

None.

Item 5 Other Information

None.

Item 6 Exhibits

Exhibit 10.1 \$50 Million Senior Secured Term Loan Facility

10.2 Amendment No. 1 to \$50 Million Senior Secured Term Loan Facility

10.3 Amendment No. 2 to \$50 Million Senior Secured Term Loan Facility

10.4 Bulk Prudence Corp. Facility Agreement

Loan Facility

10.5 Bulk Prudence Corp. Bareboat Charter Party

*1 Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

*31 Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

*32 Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

*EX-101 INSBXRL Instance Document

*EX-101 SCHXBRL Taxonomy Extension Schema

*EX-101 CALXBRL Taxonomy Extension Calculation Linkbase

*EX-101 DEFXBRL Taxonomy Extension Definition Linkbase

*EX-101 LABXBRL Taxonomy Extension Label Linkbase

*EX-101 PREXBRL Taxonomy Extension Presentation Linkbase

104 Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

* Filed herewith

37 SIGNATURES

Pursuant to the requirements of the Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized on November 12, 2024.

A PANGAEA LOGISTICS SOLUTIONS LTD.

A By: /s/ Mark L. Filanowski

Mark L. Filanowski

Chief Executive Officer

(Principal Executive Officer)

A By: /s/ Gianni Del Signore

Gianni Del Signore

Chief Financial Officer

(Principal Financial and Accounting Officer)

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EX-10.1 DocumentExecution Version

CREDIT AGREEMENT

dated as of May 16, 2024

by and among BULK ENDURANCE (MI) CORP., as Initial Borrower, THE ADDITIONAL BORROWERS Party Hereto, PANGAEA LOGISTICS SOLUTIONS LTD., as Parent Guarantor, THE SUBSIDIARY GUARANTORS Party Hereto, THE LENDERS Party Hereto, and DNB BANK ASA, NEW YORK BRANCH, as Administrative Agent and Security Trustee

\$50,000,000 SENIOR SECURED TERM LOAN FACILITY

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EXHIBIT K-4 A A A A A Form of U.S.A Tax Compliance Certificate

entered into with an Approved Technical Manager regarding the technical management of that Vessel.3.A.Á Á Á á€œApproved Technical Managerá€ means, in respect of a Vessel, Seamar Management S.A., a Panamanian corporation, or any other Person approved in writing by the Administrative Agent, acting with the authorization of the Lenders, as the technical manager of that Vessel.á€œApproved Transfereeá€ means any bank, financial institution, trust, insurance company or reinsurance company, or other Person which is established for the purpose of, making, purchasing or investing in, loans, securities or other financial assets, but shall not include any hedge fund or private equity firm that has invested in or otherwise financed any competitor of the Obligors. á€œAssignment and Assumptioná€ 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 Section 9.04(b)), and accepted by the Administrative Agent, in substantially the form of Exhibit A or any other form approved by the Administrative Agent.á€œAssignment of Charterá€ shall mean, with respect to a Vessel, an assignment of charter made by the relevant Borrower in favor of the Security Trustee in respect of any Charter, in substantially the form of Exhibit H or any other form acceptable to the Administrative Agent and the Lenders.á€œAssignment of Earningsá€ means, in respect of a Vessel, an assignment of the Earnings of that Vessel made by the relevant Borrower, in substantially the form of Exhibit I or any other form acceptable to the Administrative Agent and the Lenders.á€œAssignment of Insurancesá€ means, in respect of a Vessel, an assignment of the insurances of that Vessel made by the relevant Borrower, in substantially the form of Exhibit J or any other form acceptable to the Administrative Agent and the Lenders.á€œAudited Financial Statementsá€ means the audited consolidated balance sheet of the Parent Guarantor and its Subsidiaries for the fiscal year ended December 31, 2023, and the related consolidated statements of income or operations, shareholders'™ equity and cash flows for such fiscal year of the Parent Guarantor and its Subsidiaries.á€œAuthorized Officerá€ means the chairman of the board, the president, any vice president, the treasurer, the secretary, any assistant secretary, any other Financial Officer, an authorized manager and any other officer (or a Person or Persons so designated by any officer) of any Obligor.á€œAvailable Tenorá€ means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) 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 (y) 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 pursuant to this Agreement, 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 á€œInterest Periodá€ pursuant to Section 2.21(d).á€œBail-In Actioná€ 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.á€œBail-In Legislationá€ 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 4.Á Á Á to time that 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).á€œBenchmarká€ means, initially, with respect to any Obligations, interest, fees, commissions or other amounts denominated in, or calculated with respect to, Dollars, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or then-current Benchmark for Dollars, then á€œBenchmarká€ means, with respect to such Obligations, interest, fees, commissions or other amounts, the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.21(a).á€œBenchmark Replacementá€ means, with respect to any Benchmark Transition Event for any then-current Benchmark, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date; provided, that with respect to a Benchmark with respect to any Obligations, interest, fees, commissions or other amounts denominated in any currency other than Dollars or calculated with respect thereto, the alternative set forth in clause (b) below:(a) the sum of (i) Daily Simple SOFR and (ii) 0.26161% (26.161 basis points); or (b) the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrowers as the replacement for such Benchmark giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for such Benchmark for syndicated credit facilities at such time and (ii) the related Benchmark Replacement Adjustment.If the Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.á€œBenchmark Replacement Adjustmentá€ means, with respect to any replacement of any then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrowers 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 syndicated credit facilities denominated in Dollars at such time.á€œBenchmark Replacement Dateá€ means a date and time determined by the Administrative Agent, which date shall be no later than the earliest to occur of the following events with respect to the then-current Benchmark for Dollars:3.Á Á Á (a)Á Á Á in the case of clause (a) or (b) of the definition of á€œBenchmark Transition Eventá€, 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 of such Benchmark (or such component thereof); or(b)Á Á Á in the case of clause (c) of the definition of á€œBenchmark Transition Eventá€, 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 of such Benchmark (or such component thereof) continues to be provided on such date.For the avoidance of doubt, the á€œBenchmark Replacement Dateá€ 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).á€œBenchmark Transition Eventá€ means, with respect to the then-current Benchmark for Dollars, the occurrence of one or more of the following events with respect to such Benchmark:(a)Á Á Á a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);(b)Á Á Á a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, the central bank for Dollars applicable to such Benchmark, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or(c)Á Á Á 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 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, a á€œBenchmark Transition Eventá€ will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred 6.Á Á Á with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).á€œBenchmark Unavailability Periodá€ means, with respect to any then-current Benchmark for Dollars, the period (if any) (a) 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 2.21 and (b) 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 2.21.á€œBeneficial Ownership Certificationá€ means, with regards to a Person, a certification regarding beneficial ownership of such Person, as required by the Beneficial Ownership Regulation.á€œBeneficial Ownership Regulationá€ means 31 C.F.R. Á§ 1010.230.á€œBenefit Planá€ means any of (a) an á€œemployee benefit planá€ (as defined in ERISA) that is subject to Title I of ERISA, (b) a á€œplaná€ as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such á€œemployee benefit planá€ or á€œplaná€.á€œBorrowersá€ means the Initial Borrower and any Additional Borrowers.á€œBorrower Materialsá€ has the meaning specified in Section 9.01(e).á€œBorrowingá€ means a borrowing made by the Lenders to the Borrowers consisting of simultaneously funded Loans in respect of an Initial Vessel or an Additional Vessel.á€œBorrowing Dateá€ means the date on which a Borrowing is made by the Borrowers pursuant to Section 2.01, subject to the conditions set forth in Article V. á€œBorrowing Requestá€ means a request for a Borrowing, in substantially the form attached hereto as Exhibit B or in such other form as the Administrative Agent may approve.á€œBulk Fleet Bermudaá€ means Bulk Fleet Bermuda Holding Company Limited, an exempted company limited by shares and incorporated in Bermuda. á€œBusiness Dayá€ means any day that is not a Saturday, Sunday or other day that is a legal holiday under the laws of the State of New York, or Oslo, Norway or is a day on which banking institutions in such state are authorized or required by Law to close. á€œCash Equivalentsá€ means:(a) securities issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof (provided that the full faith and credit of the United States of America is pledged in support thereof);(b) time deposits, certificates of deposit or deposits in the interbank market of any commercial bank of recognized standing organized under the laws of the United States of America, any state thereof or any foreign jurisdiction having capital and surplus in excess of \$500,000,000; and7.Á Á Á (c) such other securities or instruments as the Required Lenders shall agree in writing;and in respect of both (a) and (b) above, with a rating category of at least "A+" by S&P and "A" by Moody's (or the equivalent used by another Rating Agency), and in each case having maturities of not more than ninety (90) days from the date of acquisition.á€œChange in Lawá€ means the occurrence, after the date of this Agreement, of any of the following: (a)Á Á Á the adoption or taking effect of any law, rule, regulation or treaty, (b)Á Á Á any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c)Á Á Á the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x)Á Á Á the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y)Á Á Á 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 á€œChange in Lawá€, regardless of the date enacted, adopted or issued.á€œChange of Controlá€ means the occurrence of any act, event or circumstances which results in:(a)Á Á Á one hundred percent (100%) of the Equity Interests of any Subsidiary Guarantor or a Borrower ceasing to be ultimately owned and controlled by the Parent Guarantor;(b)Á Á Á one hundred percent (100%) of the Equity Interests of each Borrower ceasing to be directly owned and controlled by Bulk Fleet Bermuda; or(c)Á Á Á a á€œpersoná€ or á€œgroupá€ (within the meaning of Sections 13(d) and 14(d) of the Exchange Act) as in effect on the Effective Date, becoming the ultimate beneficial owner or gaining control of the Parent Guarantor including, without limitation, any change from the Effective Date in the ultimate á€œbeneficial ownerá€ (as defined in Rules 13(d)-3 and 13(d)-5 under the Exchange Act) of more than thirty five percent (35%) of the total voting power of the Voting Stock of the Parent Guarantor (calculated on a fully diluted basis).á€œCharterá€ means, in respect of a Vessel, (a) any charter, or other contract for its employment, including any contract of affreightment, whether or not already in existence, having a term (including any optional extensions) in excess of twelve (12) months, made by the relevant Borrower, and (b) any Intercompany Charter.á€œClassification Societyá€ means, in respect of a Vessel, Det Norske Veritas, Nippon Kaiji Kiokai or Bureau Veritas or such other first-class vessel classification society that is a member of IACS that the Administrative Agent may, with the consent of the Required Lenders, approve from time to time.á€œClosing Dateá€ means the date during the Initial Loan Availability Period on which the Initial Loans are made available upon the satisfaction of the conditions precedent to making the Initial Loans in Section 4.01.á€œCodeá€ means the Internal Revenue Code of 1986, as amended from time to time.8.Á Á Á Á Á á€œCollateralá€ means all property or other assets, real or personal, tangible or intangible, whether now owned or hereinafter acquired in which the Security Trustee or any Secured Party has been granted a Lien pursuant to the Security Documents.á€œCommitmentá€ means with respect to each Lender, the commitment of such Lender to make the Loans in the amount of such Lender's™ Loan Commitment set forth on Schedule 2.01, as such commitment shall be terminated pursuant to Section 2.07(a).á€œCommitment Feeá€ has the meaning specified in Section 2.12(a).á€œCommodity Exchange Actá€ means the Commodity Exchange Act (7Á U.S.C. Á§ 1 et seq.), as amended from time to time, and any successor statute.á€œCommunicationsá€ has the meaning specified in Section 9.01(d)(ii).á€œCompliance Certificateá€ means a certificate executed by a Financial Officer of the Parent Guarantor in the form attached hereto as Exhibit C or such other form as the Administrative Agent and the Borrowers may agree.á€œConforming Changesá€ 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 á€œABRá€ (if applicable), the definition of á€œBusiness Dayá€, the definition of á€œRFR Business Dayá€, the definition of á€œInterest Periodá€ or any similar or analogous definition (or the addition of a concept of á€œinterest periodá€), timing and frequency of determining rates and making payments of

case held by Parent Guarantor on a freely available and unencumbered basis.â€œConsolidated Net Interest Expenseâ€ means, on a consolidated basis, the aggregate of all interest, commitment and other fees, commissions, discounts and other costs, charges or expenses accruing that are to be paid on the Parent Guarantorâ€™s consolidated Indebtedness during the relevant accounting period less interest income received, determined in accordance with GAAP and as shown in the statement of income for the Parent Guarantor.â€œConsolidated Net Worthâ€ means the total market adjusted equity of the Parent Guarantor on a consolidated basis.â€œContractual Obligationâ€ means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.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 analogous thereto.â€œDaily Simple SOFRâ€ means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Administrative Agent in accordance with the conventions for this rate recommended by the Relevant Governmental Body for determining â€œDaily 10A A A Simple SOFRâ€ for syndicated business loans; provided, that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion.â€œDebtor Relief Lawsâ€ means the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect.â€œDefaultâ€ means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.â€œDefault Rateâ€ means an interest rate (before as well as after judgment) equal to the applicable interest rate plus 2.00% per annum. â€œDefaulting Lenderâ€ means, subject to SectionÂ (b) hereto, any Lender that (a)Â has failed to (i)Â fund all or any portion of its Loans within two (2) Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrowers in writing that such failure is the result of such Lenderâ€™s determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii)Â pay to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two (2) Business Days of the date when due, (b)Â has notified the Borrowers or the Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing 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 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 has failed, within three Business Days after written request by the Administrative Agent, the Borrowers, to confirm in writing to the Administrative Agent and the Borrowers 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 or the Borrowers), 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)Â 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 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 (b)) upon delivery of written notice of such determination to the Borrowers and each Lender.11A A A â€œDelisting Eventâ€ means the occurrence of any act, event or circumstances which results in the capital stock of the Parent Guarantor ceasing to be traded on the NASDAQ (or any successor of the NASDAQ).â€œDispositionâ€ or â€œDisposeâ€ means the sale, transfer, license, lease or other disposition of any property by any Person (including any sale and leaseback transaction and any issuance of Equity Interests by a Subsidiary of such Person), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.â€œDocument of Complianceâ€ means a document of compliance issued to an Approved Manager in accordance with rule 13 of the ISM Code.â€œDollarâ€ and â€œ\$â€ mean the lawful money of the United States.â€œEarningsâ€ means, in relation to a Vessel, all moneys whatsoever which are now, or later become, payable (actually or contingently) to the Borrower owning such Vessel or the Security Trustee and which arise out of the use or operation of that Vessel, including (but not limited to): (i)Â all moneys and claims for moneys due and to become due thereto, whether as charter hire, freights, passage moneys, proceeds of off-hire and loss of hire insurances, loans, indemnities, payments or otherwise, under, and all claims for damages arising out of any breach of, any bareboat, time or voyage charter, contract of freightage or other contract for the use or employment of that Vessel, (ii)Â all remuneration for salvage and towage services, demurrage and detention moneys and any other moneys whatsoever due or to become due to the Borrower owning such Vessel or the Security Trustee arising from the use or employment of that Vessel, (iii)Â all moneys and claims for moneys due and to become due to the Borrower owning such Vessel or the Security Trustee, and all claims for damages and any other compensation payable, in respect of the actual or constructive total loss of or the requisition for title or for hire or other compulsory acquisition of that Vessel.â€œEarnings Accountsâ€ means, with respect to a Vessel, an account held with the Account Bank, in the name of the relevant Borrower and designated as such Vesselâ€™s â€œearnings accountâ€.â€œEEA Financial Institutionâ€ means (a)Â any credit institution or investment firm established in any EEA Member Country that is subject to the supervision of an EEA Resolution Authority, (b)Â any entity established in an EEA Member Country that is a parent of an institution described in clauseÂ (a) of this definition, or (c)Â any financial institution established in an EEA Member Country that is a Subsidiary of an institution described in clausesÂ (a) or (b) of this definition and is subject to consolidated supervision with its parent.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 EEA Financial Institution.â€œEffective Dateâ€ means the date of this Agreement.â€œEligible Assigneeâ€ means any Person that meets the requirements to be an assignee under SectionÂ 9.04(b) (iii), (v) and (vi) (subject to such consents, if any, as may be required under SectionÂ 9.04(b)(iii)). 12A A A â€œEnvironmental Approvalsâ€ has the meaning specified in Section 3.13.â€œEnvironmental Lawsâ€ has the meaning specified in Section 3.13.â€œEnvironmental Liabilityâ€ means any liability or obligation, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), directly or indirectly, resulting from or based upon (a)Â violation of any Environmental Law, (b)Â the generation, use, handling, transportation, storage, treatment, disposal or permitting or arranging for the disposal of any Hazardous Materials, (c)Â exposure to any Hazardous Materials, (d)Â the release or threatened release of any Hazardous Materials or (e)Â any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.â€œEquity Interestsâ€ means, as to any Person, (a) any and all shares and other equity interests (including common stock, preferred stock, limited liability company interests and partnership interests) in such Person, and (b) all rights to purchase, warrants or options or convertible debt (whether or not currently exercisable), participations or other equivalents of or interests in (however designated) such shares or other interests in such Person.â€œERISAâ€ means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.â€œERISA Affiliateâ€ means any trade or business (whether or not incorporated) under common control with an Obligor within the meaning of SectionÂ 414(b) or (c) of the Code (and SectionsÂ 414(m) and (o)(n) of the Code for purposes of provisions relating to SectionÂ 412 of the Code or SectionÂ 302 of ERISA).â€œERISA Eventâ€ means (a)Â a Reportable Event with respect to a Pension Plan; (b)Â the failure by an Obligor or any ERISA Affiliate to meet all applicable requirements under the Pension Funding Rules or the filing of an application for the waiver of the minimum funding standards under the Pension Funding Rules; (c)Â the incurrence by an Obligor or any ERISA Affiliate of any liability pursuant to SectionÂ 4063 or 4064 of ERISA or a cessation of operations with respect to a Pension Plan within the meaning of SectionÂ 4062(e) of ERISA; (d)Â a complete or partial withdrawal by an Obligor or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is insolvent (within the meaning of TitleÂ IV of ERISA); (e)Â the filing of a notice of intent to terminate a Pension Plan under, or the treatment of a Pension Plan amendment as a termination under, SectionÂ 4041 of ERISA; (f)Â the institution by the PBGC of proceedings to terminate a Pension Plan; (g)Â any event or condition that constitutes grounds under SectionÂ 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (h) the determination that any Pension Plan is in at-risk status (within the meaning of SectionÂ 430 of the Code or SectionÂ 303 of ERISA) or that a Multiemployer Plan is in endangered or critical status (within the meaning of SectionÂ 432 of the Code or SectionÂ 305 of ERISA); (i)Â the imposition or incurrence of any liability under TitleÂ IV of ERISA, other than for PBGC premiums due but not delinquent under SectionÂ 4007 of ERISA, upon an Obligor or any ERISA Affiliate; (j)Â the engagement by an Obligor or any ERISA Affiliate in a transaction that could be subject to SectionÂ 4069 or SectionÂ 4212(c) of ERISA; (k) the imposition of a lien upon an Obligor or any ERISA Affiliate pursuant to SectionÂ 430(k) of the Code or SectionÂ 303(k) of ERISA; or (l) the making of an amendment to a Pension Plan that could result in the posting of bond or security under SectionÂ 436(f)(1) of the Code.â€œEstateâ€ has the meaning specified in Section 8.01(b).13A A A â€œEU Bail-In Legislation Scheduleâ€ means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.â€œEvent of Defaultâ€ has the meaning specified in Article VII.â€œExcluded Hedging Obligationâ€ shall mean, with respect to any Guarantor, any Hedging Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Hedging Obligation (or any 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 (a) such Guarantorâ€™s failure for any reason to constitute an â€œeligible contract participantâ€ as defined in the Commodity Exchange Act and the regulations thereunder or (b) in the case of a Hedging Obligation subject to a clearing requirement pursuant to Section 2(h) of the Commodity Exchange Act (or any successor provision thereto), because such Guarantor is a â€œfinancial entity,â€ as defined in Section 2(h)(7)(C)(i) of the Commodity Exchange Act (or any successor provision thereto), in each case at the time the Guarantee of such Guarantor or the grant of such security interest becomes effective with respect to such Hedging Obligation, unless otherwise agreed between the Administrative Agent and the Borrowers. If a Hedging Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Hedging Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.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.A 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 a 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 Borrowers under SectionÂ 2.21(b)) or (ii)Â such Lender changes its lending office, except in each case to the extent that, pursuant to SectionÂ 2.16, 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 2.18(g) and (d)Â any withholding Taxes imposed under FATCA.â€œExisting Credit Documentsâ€ means that certain loan agreement dated as of December 21, 2016, as may be amended, modified or supplemented from time to time, by and among the Initial Vessel Intercompany Seller as borrower, the banks and financial institutions listed therein as lenders, and NIBC Bank N.V., as arranger, swap bank, agent and security trustee.â€œExisting Obligationsâ€ means (a) with respect to the Initial Borrower, Indebtedness and other obligations owed by the Initial Vessel Intercompany Seller under the Existing Credit Documents, and (b) with respect to each Additional Borrower, the Indebtedness and other obligations owed by such Additional Borrower to be refinanced by the relevant Additional Loans.â€œFair Market Valueâ€ means, in relation to a Vessel, the market value of such Vessel at any date that is shown by one or more valuations (as applicable) each prepared for and addressed to the Administrative Agent, and pursuant to the requirements set forth in Section 5.14, if applicable:14A A A (a)Â (a)Â A A as at a date not more than thirty (30) days prior to the date such valuation is delivered to the Administrative Agent (or such other time frame the Administrative Agent may, with the consent of the Required Lenders, approve from time to time);(b)Â A A A by one (1) Approved Broker selected by the Borrowers, or if requested by the Required Lenders, by two (2) Approved Brokers selected by the Borrowers; provided that in the event that two valuations are so provided, the market value shall be determined by the arithmetic mean of such valuations, and provided further that if there is a difference of ten percent (10%) between the two (2) valuations obtained, the Borrowers shall, upon the request of the Required Lenders, obtain a third valuation from an Approved Broker and the market value shall be determined by the arithmetic mean of all such valuations;(c)Â A A A on a â€œdesk topâ€ basis without physical inspection of that Vessel;(d)Â A A A on the basis of a sale for prompt delivery for cash on normal armâ€™s length commercial terms as between a willing seller and a willing buyer, free of any existing charter or other contract of employment (and with no value to be given to any pooling arrangements); and(e)Â A A A after deducting the estimated amount of the usual and reasonable expenses which would be incurred in connection with the sale;provided that if a range of market values is provided in a particular valuation, then the market value in such valuation shall be deemed to be the mid-point within such range. â€œFATCAâ€ means SectionsÂ 1471 throughÂ 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to SectionÂ 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.â€œFCPAâ€ has the meaning specified in SectionÂ 3.16(b).â€œFederal Funds Rateâ€ means, for any day, the greater of (a)Â the rate calculated by the Federal Reserve Bank of New York based on such dayâ€™s Federal funds transactions by depository institutions (as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time) and published on the next succeeding Business Day by the Federal Reserve Bank of New York as the Federal funds effective rate and (b)Â 0%.â€œFederal Reserve Boardâ€ means the Board of Governors of the Federal Reserve System of the United States.â€œFee Lettersâ€ means any letter or letters dated on or about the date of this Agreement between an Obligor and a Secured Party and designated as a â€œFee Letterâ€ by the Borrowers and the Administrative Agent.â€œFinancial Officerâ€ means, as to any Person, the chief financial officer, principal accounting officer, treasurer or controller of such Person.â€œFloorâ€ means a rate of interest equal to 0.00%.15A A A â€œForeign Lenderâ€ means any Lender that is not a U.S. Person. â€œForeign Planâ€ means any employee pension benefit plan, program, policy, arrangement or agreement maintained or contributed to by the Parent Guarantor or any Subsidiary with respect to employees employed outside the United States (other than any governmental arrangement).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, bonds and similar extensions of credit in the ordinary course of its activities.â€œGAAPâ€ means, subject to SectionÂ 1.03, United States generally accepted accounting principles as in effect as of the date of determination thereof.â€œGovernmental Authorityâ€ means the government of the United States of America or of any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).â€œGreen Passportâ€ means, a green passport statement of compliance issued by a classification society being a member of the International Association of Classification Societies (IACS) which includes a list of any and all materials known to be potentially hazardous utilized in the construction of a Vessel.â€œGroupâ€ means the Parent Guarantor and its Subsidiaries.â€œGuaranteeâ€ means, as to any Person, (a)Â any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the â€œprimary obligorâ€) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i)Â to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii)Â to purchase or lease property,

securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii)Â to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (iv)Â entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part) or (b)Â any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien); provided that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term "Guarantee" as a verb has a corresponding meaning. "Guarantors" means each of the Borrowers, the Subsidiary Guarantors and the Parent Guarantor. 16Â "Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes, and other substances or wastes of any nature regulated under or with respect to which liability or standards of conduct are imposed pursuant to any Environmental Law. "Hedging Agreement" shall mean (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, currency swap transactions, cross-currency rate swap transactions, currency options, cap transactions, floor transactions, collar transactions, spot contracts, futures contracts or other liabilities for the purchase or sale of currency or other commodities at a future date in the nature of a futures contract or any other similar transactions or any combination of any of the foregoing (including any options or warrants to enter into any of the foregoing), whether or not any such transaction is governed by, or otherwise subject to, any master agreement or any netting agreement, and (b) any and all transactions or arrangements of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement (or similar documentation) published from time to time by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such agreement or documentation, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement. "Hedging Obligations" shall mean obligations under or with respect to Hedging Agreements. "IAPPC" means a valid international air pollution prevention certificate for a Vessel issued under Annex VI. "Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrowers under any Loan Document and (b)Â to the extent not otherwise described in (a), Other Taxes. "Indebtedness" means any indebtedness for or in relation to: (a)Â "moneys borrowed"; (b)Â any amount raised by acceptance under any acceptance credit facility or dematerialized equivalent; (c)Â any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument; (d)Â the amount of any liability in relation to any lease or hire purchase contract which would, in accordance with GAAP or IFRS, as applicable, be treated as a finance or capital lease; (e)Â "receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis)"; 17Â (f)Â any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing; (g)Â any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account); (h)Â any counter-indemnity obligation in relation to a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and (i)Â the amount of any liability in relation to any guarantee or indemnity for any of the items referred to in paragraphs (a) to (f) above. The amount of Indebtedness at any date shall be the outstanding balance at such date of all unconditional obligations as described above and, with respect to contingent obligations, the maximum liability upon the occurrence of the contingency giving rise to the obligation, as determined in conformity with GAAP or IFRS, as applicable, provided that (i) the amount outstanding at any time of any Indebtedness issued with an original issue discount is the face amount of such Indebtedness less the remaining unamortized portion of such original issue discount of such Indebtedness at such time as determined in conformity with GAAP or IFRS, as applicable, and (ii) Indebtedness shall not include any liability for taxes. "Indemnitee" has the meaning specified in Section 9.03(b). "Information" has the meaning specified in Section 9.12. "Initial Borrower" has the meaning set forth in the introductory paragraph of this Agreement. "Initial Loan" means a loan made by a Lender to the Borrowers pursuant to Section 2.01(a). "Initial Loan Availability Period" means the period commencing on the Effective Date and ending thirty (30) days thereafter. "Initial Vessel" means the 2017-built supramax dry-bulk carrier M/V BULK ENDURANCE, IMO No. 9782003. "Initial Vessel Acquisition Contract" means that certain memorandum of agreement dated May 13, 2024 entered into between the Initial Borrower, as buyer, and the Initial Vessel Intercompany Seller, as seller, in respect of the Initial Vessel. "Initial Vessel Intercompany Charter" means that certain Charter Party dated May 16, 2024 made by and between the Initial Borrower and the Intercompany Charterer, providing for the chartering of the Initial Vessel. "Initial Vessel Intercompany Seller" means Bulk Nordic Six Ltd., an exempted company limited by shares and incorporated in Bermuda, and an indirect Subsidiary of Bulk Fleet Bermuda. 18Â "Insurances" means, with respect to a Vessel, all policies and contracts of insurance, including an Obligor's rights under all entries in any Protection and Indemnity Association or Club, which are from time to time taken out by or for an Obligor in respect of the Vessel, the Vessel's hull and machinery, and all the benefits thereof including, without limitation, all claims of whatsoever nature, as well as return premiums. "Intercompany Charter" means, in respect of a Vessel, (a) the Initial Vessel Intercompany Charter, or (b) a charter or other contract for its employment, made between the relevant Borrower and an Intercompany Charterer. "Intercompany Charterer" means, in respect of a Vessel, Pangaea Logistics Solutions (BVI) Ltd., a British Virgin Islands corporation, or any other Subsidiary of the Parent Guarantor that acts as charterer of such Vessel. "Interest Election Request" means a request by the Borrowers to convert or continue a Borrowing in accordance with Section 2.06, which shall be in such form as the Administrative Agent may approve. "Interest Payment Date" means each Repayment Date. "Interest Period" means, as to any Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter, as specified in the applicable Borrowing Request or Interest Election Request; provided that (i) the first Interest Period related to a Borrowing shall end on the Repayment Date occurring immediately after such Borrowing, (ii) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (iii)Â any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period, (iv)Â no Interest Period shall extend beyond the Maturity Date and (v)Â no tenor that has been removed from this definition pursuant to Section 2.21(d) shall be available for specification in such Borrowing Request or Interest Election Request. For purposes hereof, the date of a Loan or Borrowing initially shall be the date on which such Loan or Borrowing is made. "Inventory of Hazardous Materials" has the meaning specified in Resolution MEPC.269(68) of the International Maritime Organization. "Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a)Â the purchase or other acquisition of Equity Interests or debt or other securities of another Person, (b)Â a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person and any arrangement pursuant to which the investor incurs Guarantees of Indebtedness in respect of such other Person, or (c)Â the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the 19Â value of such Investment but giving effect to any returns or distributions of capital or repayment of principal actually received in case by such Person with respect thereto. "IRS" means the United States Internal Revenue Service. "ISM Code" means the International Safety Management Code for the Safe Operating of Ships and for Pollution Prevention constituted pursuant to Resolution A.741(18) of the International Maritime Organization and incorporated into the Safety of Life at Sea Convention and includes any amendments or extensions thereto and any regulation issued pursuant thereto. "ISPA" means the International Standby Practices, International Chamber of Commerce Publication No. 590 (or such later version thereof as may be in effect at the applicable time). "ISPS Code" means the International Ship and Port Facility Code adopted by the International Maritime Organization at a conference in December 2002, and amending the Safety of Life at Sea Convention and includes any amendments or extensions thereto and any regulation issued pursuant thereto. "ISSC" means a valid and current International Ship Security Certificate issued under the ISPS Code. "Joinder Agreement" means a joinder agreement, substantially in the form of Exhibit E, duly executed by a Subsidiary of the Parent Guarantor that becomes a party hereto pursuant to Section 5.17. "Laws" means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes 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. "Lenders" means the Persons listed on Schedule 2.01 holding a Commitment or Loans under the Loan Facility and any other Person that shall have become party hereto holding Loans under the Loan Facility pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto holding Loans under the Loan Facility pursuant to an Assignment and Assumption. "Lien" means any mortgage, pledge, hypothecation, collateral assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing). "Loan Facility" means the Commitments and all Borrowings thereunder. "Loan Documents" means, collectively, (a) this Agreement, (b) any Notes, (c) any Security Documents, (d) any Joinder Agreement, (e) the Fee Letters, (f) any Subordination Agreement, (g) any Secured Hedging Agreement, (h) each Manager's Undertaking, and (i) any other documents entered into in connection herewith and designated as a Loan Document by the Borrowers and the Administrative Agent in writing. 20Â "Loan Obligations" means all advances to, and debts, liabilities, obligations, covenants and duties of, the Obligors arising under any Loan Document or otherwise with respect to any Loan, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against the Obligors or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding. Without limiting the foregoing, the Obligations include (a)Â the obligation to pay principal, interest, charges, expenses, fees, indemnities and other amounts payable by the Obligors under any Loan Document and (b)Â the obligation of the Obligors to reimburse any amount in respect of any of the foregoing that the Administrative Agent, the Security Trustee or any Lender, in each case in its sole discretion, may elect to pay or advance on behalf of the Obligors. "Loans" means the Initial Loans and the Additional Loans. "Major Casualty" means, in relation to a Vessel, any casualty to that Vessel in respect of which the claim or the aggregate of the claims against all insurers, before adjustment for any relevant franchise or deductible, exceeds \$1,000,000 or the equivalent in any other currency. "Manager's Undertaking" means, in respect of a Vessel, the letter of undertaking from the Approved Manager subordinating the rights of the Approved Manager against that Vessel and each Borrower to the rights of the Secured Parties and assigning (in the case of any Affiliate Approved Manager) or subordinating (in the case of any non-Affiliate Approved Manager) the rights and interests of the Approved Manager in any insurances for such Vessel to the Secured Parties in agreed form. "Margin Stock" means margin stock within the meaning of Regulations T, U and X. "Material Adverse Effect" means (a)Â a material adverse change in, or a material adverse effect on, the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects of the Parent Guarantor and its Subsidiaries taken as a whole; or (b)Â a material adverse effect on (i)Â the ability of the Borrowers or the Obligors taken as a whole to perform the Obligations, (ii)Â the legality, validity, binding effect or enforceability against any Obligor of any Loan Document to which it is a party or (iii)Â the rights, remedies and benefits available to, or conferred upon, the Administrative Agent, the Security Trustee, or Lender under any Loan Document. "Materials of Environmental Concern" has the meaning set forth in Section 3.13. "Maturity Date" means May 16, 2029 (except that, if such date is not a Business Day, the Maturity Date shall be the preceding Business Day). "Maximum Rate" has the meaning specified in Section 9.14. "Mortgage" means, with respect to a Vessel, the first preferred or first priority ship mortgage on such Vessel together with any deed of covenants collateral thereto, executed by the relevant Borrower in favor of the Security Trustee, in a form acceptable to the Administrative Agent and the Lenders. "Multiemployer Plan" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the Parent Guarantor or any ERISA Affiliate makes or is obligated to make contributions, during the preceding six plan years has made or been obligated to make contributions, or has any liability. 21Â "Multiple Employer Plan" means a Plan with respect to which the Parent Guarantor or any ERISA Affiliate is a contributing sponsor, and that has two (2) or more contributing sponsors at least two (2) of whom are not under common control, as such a plan is described in Section 4064 of ERISA. "Net Sale Proceeds" means, with respect to any sale of a Vessel, the aggregate amount of cash or the fair market value of any non-cash consideration received (directly or indirectly) from time to time (whether as initial consideration or through the payment or disposition of deferred consideration) by or on behalf of the relevant Borrower, in connection therewith after deducting therefrom only (a) reasonable fees and expenses related thereto incurred by such Borrower in connection therewith, (b) transfer taxes paid to any taxing authorities by such Borrower in connection therewith, and (c) net income taxes to be paid in connection therewith (after taking into account any tax credits or deductions and any tax sharing arrangements), in each case, to the extent, but only to the extent, that the amounts so deducted are (i) actually paid to a Person that is not an Affiliate of such Person or any of its Subsidiaries and (ii) properly attributable to such transaction or to the asset that is the subject thereof. For purposes of this definition, the "fair market value" of any non-cash consideration shall mean the price at which a willing buyer, not an Affiliate of the seller, and a willing seller who does not have to sell, would agree to purchase and sell such asset, as determined in good faith by the Board of Directors or, pursuant to a specific delegation of authority by such Board of Directors or a designated senior executive officer, of the party selling such asset. "Non-Consenting Lender" means any Lender that does not approve any consent, waiver or amendment that (a)Â requires the approval of all or all affected Lenders in accordance with the terms of Section 9.02 and (b)Â has been approved by the Required Lenders or, in the case of amendments that require the approval of all or all affected Lenders, as applicable. "Non-Defaulting Lender" means, at any time, each Lender that is not a Defaulting Lender at such time. "Note" means any promissory note evidencing the Loans issued pursuant to Section 2.13(b), substantially in the form of Exhibit A F. "Obligations" means (a) the Loan Obligations and (b) the due and punctual payment and performance of all Secured Hedging Obligations of the Obligors. "Obligors" means the Borrowers and the Guarantors. "Organizational Documents" means (a)Â as to any corporation, the charter or certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction), (b)Â as to any limited liability company, the certificate or articles of association, formation or organization and operating or limited liability agreement and (c)Â as to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of association, formation or organization of such entity. "Other Connection Taxes" 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, 22Â engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document). "Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery,

performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.21(b)).

Outstanding Amount means, with respect to Loans under any Loan Facility on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Loans under such Loan Facility occurring on such date.

Overnight Rate means, for any day, the greater of (i) the Federal Funds Rate and (ii) an overnight rate determined by the Administrative Agent to be customary in the place of disbursement or payment for the settlement of international banking transactions.

Parallel Debt has the meaning specified in Section 8.13.

Parent Guarantor has the meaning set forth in the introductory paragraph of this Agreement.

Participant has the meaning specified in Section 9.04(d).

Participant Register has the meaning specified in Section 9.04(d).

PATRIOT Act means the USA PATRIOT Act (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)).

PBGC means the Pension Benefit Guaranty Corporation.

Pension Funding Rules means the rules of the Code and ERISA regarding minimum funding standards and minimum required contributions (including any installment payment thereof) to Pension Plans and Multiemployer Plans and set forth in Sections 412, 430, 431, 432 and 436 of the Code and Sections 302, 303, 304 and 305 of ERISA.

Pension Plan means any employee pension benefit plan (including a Multiple Employer Plan, but excluding a Multiemployer Plan) that is maintained or is contributed to by an Obligor or any ERISA Affiliate and is either covered by Title IV of ERISA or is subject to the minimum funding standards under Section 412 of the Code.

Periodic Term SOFR Determination Day has the meaning specified in the definition of Term SOFR.

Person means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity (whether or not having a separate legal personality).

Plan means any employee benefit plan within the meaning of Section 3(c) of ERISA, maintained for employees of the Parent Guarantor or any Subsidiary, or any such plan to which the Parent Guarantor or any Subsidiary is required to contribute on behalf of any of its employees or with respect to which the Parent Guarantor has any liability.

Platform means Debt Domain, Intralinks, Syndtrak, DebtX or a substantially similar electronic transmission system.

Poseidon Principles means the financial industry framework for assessing and disclosing the climate alignment of ship finance portfolios published in June 2019 as the same may be amended or replaced to reflect changes in applicable law or regulation or the introduction of or changes to mandatory requirements of the International Maritime Organization from time to time.

Prepayment Notice means a notice by the Borrowers to prepay Loans, which shall be in such form as the Administrative Agent may approve.

Prime Rate means the rate of interest per annum last quoted by The Wall Street Journal as the Prime Rate in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the bank prime loan rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Any change in the Prime Rate shall take effect at the opening of business on the day such change is publicly announced or quoted as being effective.

PTE means a prohibited transaction class, statutory or individual exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

Public Lender has the meaning specified in Section 9.01(e).

Rating Agency means (a) S&P and Moody's; or (b) if S&P or Moody's or both of them are not making ratings of securities publicly available, a nationally recognized U.S. rating agency or agencies, as the case may be, selected by the Administrative Agent with the consent of the Required Lenders, which will be substituted for S&P or Moody's or both, as the case may be.

Recipient means (a) the Administrative Agent, (b) the Security Trustee, or (c) any Lender, as applicable.

Register has the meaning specified in Section 9.04(c).

Regulation D means Regulation D of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

Regulation T means Regulation T of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

Regulation U means Regulation U of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

Regulation X means Regulation X of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

Related Parties means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

Relevant Governmental Body means the Federal Reserve Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York, or any successor thereto.

Relevant Person means: (a) the Obligors and each of their Subsidiaries; and (b) each of the directors, officers, employees, agents and representatives of each of the Persons listed in (a) above.

Removal Effective Date has the meaning specified in Section 8.06(b).

Repayment Date means each three-month anniversary of the Closing Date.

Repayment Installment has the meaning specified in Section 2.08.

Repayment Schedule means the repayment schedule attached as Schedule 2.08 hereto, as the same may be amended, modified or supplemented from time to time by the Borrower and the Administrative Agent (a) pursuant to an Additional Loan Amendment to give effect to any Additional Loan, and (b) to give effect to any prepayments of the Loans subject to the application of prepayments in accordance with the order of priority set forth in Section 2.06.

Reportable Event means any of the events set forth in Section 4.043(c) of ERISA, other than events for which the thirty (30)-day notice period has been waived.

Required Lenders means, at any time, Lenders having Total Credit Exposures representing more than 50% of the Total Credit Exposures of all Lenders. The Total Credit Exposure of any Defaulting Lender shall be disregarded in determining Required Lenders at any time.

Resignation Effective Date has the meaning specified in Section 8.06(a).

Resolution Authority means an EEA Resolution Authority or a UK Resolution Authority.

Responsible Officer means (a) the secretary, chief executive officer, president, vice president or a Financial Officer of the Borrowers or Parent Guarantor, (b) solely for purposes of the delivery of incumbency certificates and certified Organizational Documents and resolutions pursuant to Section 4.01, any vice president, secretary or assistant secretary of the relevant Obligor and (c) solely for purposes of Borrowing Requests, prepayment notices and notices for Commitment terminations or reductions given pursuant to Article II, any other officer or employee of the Borrowers so designated from time to time by one of the officers described in clause (a) in a notice to the Administrative Agent (together with evidence of the authority and capacity of each such Person to so act in form and substance acceptable to the Administrative Agent). Any document delivered hereunder that is signed by a Responsible Officer of the Borrowers shall be conclusively presumed to have been authorized by all 25 Affiliates necessary corporate, partnership or other action on the part of the Borrowers and such Responsible Officer shall be conclusively presumed to have acted on behalf of the Borrowers.

Restricted Jurisdiction means any country or territory that is the target of comprehensive, country- or territory-wide Sanctions.

Restricted Party means a Person that is: (a) listed on any Sanctions List or targeted by Sanctions (whether designated by name or by reason of being included in a class of Persons); or (b) located in or incorporated under the laws of any country or territory that is the target of comprehensive, country- or territory-wide Sanctions; or (c) directly or indirectly owned or controlled by, or acting on behalf, at the direction, or for the benefit, of, a Person referred to in (a) and/or (to the extent relevant under Sanctions) (b) above.

RFR Business Day means, for any Obligations, interest, fees, commissions or other amounts denominated in, or calculated with respect to, Dollars, any day except for (i) a Saturday, (ii) a Sunday or (iii) 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.

Same Day Funds means with respect to disbursements and payments in Dollars, immediately available funds.

Sanctions means any applicable (to any Relevant Person and/or Secured Party as the context provides) laws, regulations or orders concerning any trade, economic or financial sanctions or embargoes.

Sanctions Authority means the Kingdom of Norway, the United Nations, the European Union, the Member States of the European Union or any present or future member state thereof, the United Kingdom, the United States of America, and any of their respective legislative, executive, enforcement and/or regulatory authorities or bodies acting in connection with Sanctions.

Sanctions List means: (a) the lists of Sanctions designations and/or targets issued and/or maintained and/or made public by any Sanctions Authority; and/or (b) any other Sanctions designation or target listed and/or adopted and/or made public by a Sanctions Authority, in all cases, as amended, supplemented or replaced from time to time.

SEC means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

Secured Hedging Agreement means any Hedging Agreement entered into on or after the Effective Date by an Obligor with a Secured Hedging Bank, that has been designated in writing by the 26 Affiliates relevant Obligor and such Secured Hedging Bank to the Administrative Agent as a Secured Hedging Agreement for purposes of the Loan Documents. Notwithstanding the foregoing, for all purposes of the Loan Documents, any Guarantee of, or grant of any Lien to secure, any obligations in respect of a Secured Hedging Agreement by a Guarantor shall not include any Excluded Hedging Obligations with respect to such Guarantors.

Secured Hedging Agreement Assignment means an assignment in respect of a Secured Hedging Agreement made by an Obligor in favor of the Security Trustee, in a form acceptable to the Administrative Agent and the Lenders.

Secured Hedging Banks shall mean any Lender or any of their respective Affiliates (or any Person who at the time the respective Secured Hedging Bank was entered into by such Person was an Agent, a Lender or an Affiliate thereof).

Secured Hedging Obligations means all Hedging Obligations pursuant to a Secured Hedging Bank.

Secured Parties means the Lenders, the Secured Hedging Banks, the Administrative Agent and the Security Trustee.

Security Documents means the Mortgages, the Account Pledges, the Share Pledges, the Assignments of Insurances, the Assignments of Earnings, the Assignments of Charters, the Secured Hedging Agreement Assignments, the Subordinated Debt Assignments, and any other document designated as a Security Document pursuant to which Collateral is granted in favor of the Security Trustee.

Share Pledge means each pledge of the Equity Interests of a Borrower, in favor of the Security Trustee, in a form acceptable to the Administrative Agent and the Lenders.

SOFR means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

SOFR Administrator means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

Solvent means, as to any Person as of any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair saleable value of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they fall due become absolute and have matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature and (d) such Person is not engaged in a business or a transaction, and is not about to engage in a business or a transaction, for which such Person's property would constitute an unreasonably small capital. The amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

SMC means the safety management certificate issued in respect of a Vessel in accordance with rule 13 of the ISM Code.

Statement of Compliance means a Statement of Compliance related to fuel oil consumption pursuant to regulations 6.6 and 6.7 of Annex VI.

Subordinated Debt Assignment means an assignment over Subordinated Liabilities made by a Subordinated Creditor that is an Obligor in favor of the Security Trustee in a form acceptable to the Administrative Agent and the Required Lenders.

Subordinated Finance Document means any document relating to or evidencing Subordinated Liabilities.

Subordinated Liabilities means all Indebtedness owed or expressed to be owed by an Obligor to a Subordinated Creditor whether under the Subordinated Finance Documents or otherwise.

Subordinated Creditor means any member of the Group and any Obligor.

Subordination Agreement means a subordination agreement made by each Subordinated Creditor and the Security Trustee in a form acceptable to the Administrative Agent.

Subsidiary of a Person means a corporation, partnership, limited liability company, association or joint venture or other business entity of which a majority of the Equity Interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time owned or the management of which is controlled, directly, or indirectly through one or more intermediaries, by such Person. Unless otherwise specified, all references herein to a Subsidiary or to Subsidiaries shall refer to a Subsidiary or Subsidiaries of the Parent Guarantor.

Subsidiary Guarantors means, collectively, the Subsidiaries of the Parent Guarantor listed on Schedule 1.01A hereto under the heading "Subsidiary Guarantors" and any other Subsidiary of the Parent Guarantor that becomes a party hereto pursuant to Section 5.18.

Taxes 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.

Term SOFR means, for any calculation with respect to a Term SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the Periodic Term SOFR Determination Day) that is two (2) RFR 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. (New York City time) on any Periodic 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 RFR 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 RFR Business Day is not more than three (3) RFR Business Days prior to such Periodic Term SOFR Determination Day, provided, further, that if Term SOFR determined as provided above (including pursuant to the proviso under clause (a) or clause (b) above) shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

28 Affiliates Term SOFR Administrator 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).

Term SOFR Borrowing means, as to any Borrowing, the Loans bearing interest at a rate based on Term SOFR comprising such Borrowing.

Term SOFR Loan means a Loan that bears interest at a rate based on Term SOFR.

Term SOFR Reference Rate means the forward-looking term rate based on SOFR.

Total Credit Exposure means, as to any Lender at any time, the unused Commitments and Outstanding Amount of Loans of such Lender at such time.

Total Loss means, with respect to a Vessel: (a) actual, constructive or compromised or arranged total loss of the Vessel; (b) requisition for title or other compulsory acquisition of the Vessel or capture, seizure, arrest, detention or confiscation of the Vessel, in each case by any government or by Persons acting or purporting to act on behalf of any government unless the Vessel be released and restored to the relevant Borrower from such event within three hundred sixty five (365) days after the occurrence thereof; or (c) capture, seizure, arrest, detention or confiscation of the Vessel (other than pursuant to paragraph (b) above) unless the Vessel be released and restored to the relevant Borrower from such capture, seizure, arrest, detention or confiscation within seventy five (75) days after the occurrence thereof.

Total Loss Date shall mean, in relation to the Total Loss of a Vessel: (a) the date in the case of an actual loss of that Vessel, the date on which it occurred or, if that is unknown, the date when that Vessel was last heard of; (b) the date in the case of a constructive or compromised total loss of that Vessel, the earlier of: (i) the date on which a notice of abandonment is given to the insurers; and (ii) the date of any compromise, arrangement or agreement made by or on behalf of the relevant Borrower with that Vessel's insurers in which the insurers agree to treat that Vessel as a total loss; (c) the date in the case of requisition for title or other compulsory acquisition of the Vessel the date on which such requisition for title or other compulsory acquisition occurred; (d) the date in the case of capture, seizure, arrest, detention or confiscation of the Vessel by any government or by Persons acting or purporting to act on behalf of any government, the date on which such capture, seizure, arrest, detention or confiscation occurred; and 29 Affiliates (e) the date in the case of any other type of total loss, the date (or the most likely date) on which it appears to the insurers that the event constituting the total loss occurred.

Trade Date has the meaning specified in Section 9.04(b)(i)(B).

U.S. Borrower means any Borrower that is a U.S. Person.

U.S. Person means any Person that is a U.S. Person as defined in Section 7701(a)(30) of the Code.

U.S. Tax Compliance Certificate has the meaning specified in Section 2.18(g).

UK Bail-In Legislation means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

UK Resolution Authority means any body which has authority to exercise any Write-down and Conversion Powers.

Unadjusted Benchmark Replacement means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

United States means the United States of America.

Vessels means each of the Initial Vessel and each Additional Vessel, as set forth in Schedule 1.01B hereto.

Voting Stock of any Person as of any date means the Equity Interests of such Person that are at the time entitled to vote in the election of the board of directors or similar governing body of such Person.

Withholding Agent means the Borrowers and the Administrative Agent.

Write-Down and Conversion Powers means, 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

under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a Person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a Person 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 UK Bail-In Legislation that are related to or ancillary to any of those powers. SECTION 1.02A A A Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” 30A A A and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” The word “or” is not exclusive. The word “year” shall refer (i) in the case of a leap year, to a year of three hundred sixty-six (366) days, and (ii) otherwise, to a year of three hundred sixty-five (365) days. Unless the context requires otherwise (a) any definition or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (c) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (e) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (f) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. SECTION 1.03A A A Accounting Terms; Changes in GAAP. (a) A A A Accounting Terms. Except as otherwise expressly provided herein, all accounting terms not otherwise defined herein shall be construed in conformity with GAAP. Financial statements and other information required to be delivered by the Borrowers to the Lenders pursuant to Sections 5.01(a) and 5.01(b) shall be prepared in accordance with GAAP as in effect at the time of such preparation. Notwithstanding the foregoing, for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of the Parent Guarantor and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470-20 on financial liabilities shall be disregarded. (b) A A A Changes in GAAP. If the Borrowers notify the Administrative Agent that the Borrowers request an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrowers that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. SECTION 1.04A A A Rates. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, (a) the administration of, submission of, calculation of or any other matter related to the ABR, the Term SOFR Reference Rate or any other Benchmark, or any component definition thereof or rates referred to in the definition thereof, or 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), will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Term SOFR Reference Rate, Term SOFR, the ABR, such Benchmark 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 the ABR or a 31A A A Benchmark, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrowers. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the ABR or any 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 Borrowers, 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 I COMMITMENTS AND LOAN SECTION 2.01A A A Commitments. (a) A A A Initial Loans. Subject to the terms and conditions set forth herein, each Lender severally agrees to make an Initial Loan in Dollars to the Borrowers on the Closing Date in the aggregate principal amount that will not result in (i) such Lender’s Total Credit Exposure exceeding such Lender’s Commitment, and (ii) the Initial Loans exceeding 55.0% of the Fair Market Value of the Initial Vessel, as determined as of the Closing Date. (b) A A A Additional Loans. Subject to the terms and conditions set forth herein, each Lender severally agrees to make Additional Loans in Dollars to the Borrowers from time to time (but no more than three times) during the term of this Agreement in an aggregate principal amount that will not result in (i) such Lender’s Total Credit Exposure exceeding such Lender’s Commitment, and (ii) the relevant Additional Loans in respect of an Additional Vessel exceeding 55.0% of the Fair Market Value of such Additional Vessel, as determined as of the relevant Borrowing Date. The Additional Loans shall only be available after the Initial Loans have been made available to the Borrowers. (c) A A A Commitments. Amounts borrowed under this Section 2.01 and repaid or prepaid may not be reborrowed. Loans shall be Term SOFR Loans, as further provided herein. SECTION 2.02A A A Loans and Borrowings. (a) A A A Borrowings. Each Initial Loan or Additional Loan shall be made as a part of a Borrowing made by the applicable Lenders ratably in accordance with their respective Commitments. (b) A A A Type of Loans. Subject to Section 2.17, each Borrowing shall be comprised entirely of Term SOFR Loans in Dollars. Each Lender at its option may, with the Administrative Agent’s prior consent, make any Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrowers to repay such Loan in accordance with the terms of this Agreement. (c) A A A Minimum Amounts; Limitation on Number of Borrowings. Each Borrowing shall be in an aggregate amount of \$1,000,000 or a larger multiple thereof unless otherwise consented to by each Lender; provided that a Borrowing may be in an aggregate amount that is equal to the maximum available unused balance of the Commitments. SECTION 2.03A A A Borrowing Requests. 32A A A (a) A A A Notice by Borrowers. Each Borrowing shall be made upon the Borrowers’ irrevocable notice to the Administrative Agent. Each such notice shall be in the form of a written Borrowing Request, appropriately completed and signed by a Responsible Officer of the Borrowers, and must be received by the Administrative Agent not later than 11:00 a.m. (New York City time) three (3) Business Days prior to the date of the requested Borrowing. (b) A A A Content of Borrowing Requests. Each Borrowing Request for a Borrowing pursuant to this Section shall specify the following information in compliance with Section 2.02: (i) the aggregate amount of the requested Borrowing; (ii) the date of such Borrowing (which shall be a Business Day); (iii) the Interest Period thereof, (iv) the Vessel relating to such Borrowing, and (v) the location and number of a Borrower’s designated account to which funds are to be disbursed (provided that, with the consent of the Administrative Agent, the Borrowing Request may direct the relevant Borrowing proceeds to be disbursed to an outgoing secured party or seller of a Vessel). (c) A A A Notice by Administrative Agent to Lenders. On the date of delivery of a Borrowing Request (provided it is received by the Administrative Agent prior to the time indicated above) (or if such date is not a Business Day, the next succeeding Business Day), the Administrative Agent shall advise each applicable Lender of the details thereof (and deliver a copy of such Borrowing Request) and such Lender’s portion of each resulting Borrowing. (d) A A A Failure to Elect. If no election as to the currency is specified in the applicable Borrowing Request, then the requested Borrowing shall be made in Dollars (and shall therefore be a Term SOFR Borrowing). If no Interest Period is specified with respect to any requested Term SOFR Borrowing, the Borrower shall be deemed to have selected an Interest Period of three months’ duration. SECTION 2.04A A A Funding of Borrowings. (a) A A A Funding by Lenders. Each Lender shall make the amount of each Borrowing to be made by it hereunder available to the Administrative Agent in Same Day Funds at the Administrative Agent’s Office not later than 11:00 a.m. (New York City time) on the proposed date thereof. The Administrative Agent will make all such funds so received available to the Borrowers in like funds, by wire transfer of such funds in accordance with the instructions provided in the applicable Borrowing Request. (b) A A A Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender, prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender’s share of such Borrowing, the Administrative Agent may, but is not required to, assume that such Lender has made such share available on such date in accordance with Section 2.04(a) and may, in reliance upon such assumption, make available to the Borrowers a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender agrees to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrowers to but excluding the date of payment to the Administrative Agent, at in the case of a payment to be made by such Lender, the applicable Overnight Rate, as applicable. If the Borrowers and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrowers the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender’s Loan included in such Borrowing. Any payment by the Borrowers 33A A A shall be without prejudice to any claim the Borrowers may have against a Lender that shall have failed to make such payment to the Administrative Agent. SECTION 2.05A A A Interest Elections. (a) A A A Elections by Borrowers for Borrowings. Subject to Section 2.02, the Loans comprising each Borrowing shall have the Interest Period specified in such Borrowing Request. Thereafter, the Borrowers may elect the Interest Period thereof, as provided in this Section. (b) A A A Notice of Elections. Each such election pursuant to this Section shall be made upon the Borrowers’ irrevocable notice to the Administrative Agent. Each such notice shall be in the form of a written Interest Election Request, appropriately completed and signed by a Responsible Officer of the Borrowers and must be received by the Administrative Agent not later than the time that a Borrowing Request would be required under Section 2.03 if the Borrowers were requesting a Borrowing resulting from such election to be made on the effective date of such election. (c) A A A Content of Interest Election Requests. Each Interest Election Request pursuant to this Section shall specify the following information in compliance with Section 2.02: (i) A A A the principal amount of the Borrowing to which such Interest Election Request applies; (ii) A A A the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day; and (iii) A A A the Interest Period thereof after giving effect to such election. (d) A A A Notice by Administrative Agent to Lenders. The Administrative Agent shall advise each applicable Lender of the details of each Interest Election Request and such Lender’s portion of such resulting Borrowing no less than one Business Day before the effective date of the election made pursuant to such Interest Election Request. (e) A A A Failure to Make an Interest Election Request; Events of Default. If the Borrowers fail to deliver a timely and complete Interest Election Request with respect to a Term SOFR Borrowing prior to the end of the Interest Period thereof, then, unless such Borrowing is repaid, such Borrowing shall continue to have the Interest Period then in effect. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrowers, then, so long as such Event of Default is continuing no Interest Election Request may be delivered. SECTION 2.06A A A Prepayments. (a) A A A Optional Prepayments. The Borrowers may, upon notice to the Administrative Agent, at any time and from time to time prepay the Loans in whole or in part (but if in part, in a minimum amount equal to \$3,000,000) without premium or penalty, subject to the requirements of this Section. (b) A A A Mandatory Prepayments; Mandatory Reductions in Commitments. 34A A A (i) A A A Sale or Total Loss of a Vessel. In the event of a sale or a Total Loss of a Vessel, (A) immediately in the case of a sale of such Vessel, and (B) upon the earlier of (x) one hundred eighty (180) days after the Total Loss Date of such Vessel or (y) the date on which the insurance proceeds in respect of such Total Loss are received by the relevant Borrower or the Security Trustee as assignee thereof, the outstanding Loans shall be prepaid, without premium or penalty (but subject to compliance with the Collateral Maintenance Test) on a pro rata basis in proportion to the Total Credit Exposure, in a total amount equal to (i) in the case of a sale of the Vessel, the Net Sale Proceeds, and (ii) in the case of a Total Loss, the Fair Market Value of the relevant Vessel, divided by the total Fair Market Value of all Vessels, multiplied by the outstanding Total Credit Exposure. Notwithstanding the foregoing, if immediately following the prepayment under this clause (b) (i), the Borrowers are not in compliance with the Collateral Maintenance Test, the Borrowers shall make an additional prepayment to regain compliance therewith. (ii) A A A Breach of Collateral Maintenance Test. In the event that the Borrowers breach the Collateral Maintenance Test and do not restore compliance in the manner or at the time provided in Section 5.14, then the Administrative Agent, acting on the instructions from the Required Lenders, may cancel the Commitments and require prepayment of all amounts outstanding under the Loan Facility. (c) A A A Notices. Each such notice pursuant to this Section shall be in the form of a written Prepayment Notice, appropriately completed and signed by a Responsible Officer of the Borrowers, and must be received by the Administrative Agent not later than 11:00 a.m. (New York City time) ten (10) Business Days before the date of prepayment. Each Prepayment Notice shall specify (x) the prepayment date and (y) the principal amount of each Borrowing or portion thereof to be prepaid. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the applicable Lenders of the contents thereof. (d) A A A Amounts; Application. Each partial prepayment of the Loans shall be in an amount that would be permitted in the case of a Borrowing as provided in Section 2.02. All prepayments of the Loans (including, for the avoidance of doubt, those made under Section 5.14) shall be applied to principal installments on the Loans in the inverse order of maturity (including any amounts due on the Maturity Date). All prepayments (including, for the avoidance of doubt, those made under Section 5.14) shall be accompanied by accrued interest under Section 2.09, together with any additional amounts required pursuant to Section 2.14. Upon a mandatory reduction of Commitments pursuant to Section 2.06(b), to the extent following such reduction, the relevant Loans exceed the relevant Commitments, the Borrowers shall make a prepayment to ensure the Loans do not exceed the Commitments in accordance with this paragraph (d). SECTION 2.07A A A Termination or Reduction of Commitments. (a) A A A Termination of Commitments. Upon the funding of a Loan by each Lender, such Lender’s Commitments shall be automatically and permanently reduced by the amount of such Loan. The unused Commitments shall automatically and permanently terminate upon the funding of the maximum number of Loans under the Loan Facility. (b) A A A Optional Termination or Reduction of Commitments. The Borrowers may, upon notice to the Administrative Agent, terminate the Commitments, or from time to time reduce the unused Commitments, without premium or penalty; provided that (i) each such notice shall be in writing and must be received by the Administrative Agent at least ten (10) Business Days prior to the effective date of 35A A A such termination or reduction, and shall be irrevocable, and (ii) any such partial reduction shall be in an aggregate amount of \$1,000,000 or a larger multiple thereof. Unless previously terminated, the Commitments shall automatically terminate on the Maturity Date. (c) A A A Application of Commitment Reductions. The Administrative Agent will promptly notify the Lenders of any termination or reduction of the Commitments pursuant to clause (b) of this Section. Upon any reduction of unused Commitments, the Commitment of each Lender shall be reduced by such Lender’s ratable share of the amount of such reduction. (d) A A A Hedging Exposure Following Prepayment and Commitment Reduction. Immediately following any prepayment, reduction, cancellation or repayment under this Article II, the Borrowers shall ensure that the notional value of any Hedging Obligations under the Loan Facility does not exceed the aggregate amount of all Loans outstanding. SECTION 2.08A A A Repayment of Loans. The Borrowers shall repay to the Administrative Agent for the ratable account of the Lenders the aggregate principal amount of all Loans outstanding under the Loan Facility in equal quarterly installments (each, a “Repayment Installment”) reflecting a straight-line amortization reducing the aggregate principal amount of the Loans to \$0 upon the Vessels having achieved an average age of 18 years. Each Repayment Installment shall be paid on each Repayment Date in accordance with the Repayment Schedule; provided, however, that the final Repayment Installment of such Loans shall be repaid on the Maturity Date and shall be in an amount equal to the aggregate principal amount of all Loans outstanding. SECTION 2.09A A A Interest. (a) A A A Interest Rates. Subject to paragraph (b) of this Section, and provided the circumstances set forth in Section 2.17 do not exist, each Term SOFR Loan shall bear interest at a rate per annum equal to the Term SOFR for the Interest Period thereof plus the Applicable Rate, and. (b) A A A Default Interest. If any amount payable by the Borrowers under this Agreement or any other Loan Document (including principal of any Loan, interest, fees and other amount) is not paid when due, whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a rate per annum equal to the applicable Default Rate. If any Event of Default has occurred and is continuing, the Borrowers shall pay interest on the principal amount of all Loans outstanding hereunder at a rate per annum equal to the applicable Default Rate. (c) A A A Payment Dates. Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein; provided that (i) interest accrued pursuant to paragraph (b) of this

Section shall be payable on demand, and (ii) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment.(d)Â Â Â Â Interest Computation. All interest hereunder shall be computed on the basis of a year of 360Â days (or in the case of interest computed by reference to the ABR at times when the ABR is based on the Prime Rate, such interest shall be computed on the basis of a year of 365Â days (or 366Â days in a leap year)), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). All interest hereunder on any Loan shall be computed on a daily basis based upon the outstanding principal amount of such Loan as of the applicable date of determination. The applicable ABR or Term SOFR shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error. 36Â Â Â Â (e)Â Â Â Â Initial Benchmark Conforming Changes. 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 Borrowers and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of any Benchmark.SECTION 2.10Â Â Â Â Fees. (a)Â Â Â Â Commitment Fees. The Borrowers agree to pay to the Administrative Agent for the account of each Lender a commitment fee (the “Commitment Fee”) in Dollars on the average daily unused amount of the Commitment of such Lender, which shall accrue at a rate per annum equal to the Applicable Rate during the period from and including the Effective Date to but excluding the Maturity Date. Accrued Commitment Fees shall be payable in arrears on each Repayment Date and on the Maturity Date; provided that if the Initial Loans are not drawn prior to the last date of the Initial Loan Availability Period, accrued Commitment Fees shall be due and payable on such date.(b)Â Â Â Â Fee Letter Fees. The Borrowers agree to pay, in Dollars, the fees payable in the amounts and at the times agreed pursuant to the Fee Letters.(c)Â Â Â Â Fee Computation. All fees payable under this Section shall be computed on the basis of a year of 360Â days and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day in the case of the fees under Section 2.12(a)). Each determination by the Administrative Agent of a fee hereunder shall be conclusive absent manifest error.SECTION 2.11Â Â Â Â Evidence of Debt.(a)Â Â Â Â Maintenance of Records. Each Lender shall maintain in accordance with its usual practice records evidencing the indebtedness of the Borrowers to such Lender resulting from each Borrowing made by such Lender. The Administrative Agent shall maintain the Register in accordance with SectionÂ 9.04(c). The entries made in the records maintained pursuant to this paragraphÂ (a) shall be prima facie evidence absent manifest error of the existence and amounts of the obligations recorded therein. Any failure of any Lender or the Administrative Agent to maintain such records or make any entry therein or any error therein shall not in any manner affect the obligations of the Borrowers under this Agreement and the other Loan Documents. In the event of any conflict between the records maintained by any Lender and the records maintained by the Administrative Agent in such matters, the records of the Administrative Agent shall control in the absence of manifest error.(b)Â Â Â Â Promissory Notes. Upon the request of any Lender made through the Administrative Agent, or the Administrative Agent, the Borrowers shall prepare, execute and deliver to such Lender a Note of the Borrowers payable to such Lender or the Administrative Agent (or, if requested by such Lender, to such Lender and its registered assigns), which shall evidence the Loan Facility, or if applicable, such Lender’s Loans in addition to such records.SECTION 2.12Â Â Â Â Payments Generally: Several Obligations of Lenders.(a)Â Â Â Â Payments by Obligors. All payments to be made by the Obligors hereunder and the other Loan Documents shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. All such payments shall be made to the Administrative Agent, for the account of 37Â Â Â Â the respective Lenders to which such payment is owed, at the Administrative Agent’s Office in Dollars and in Same Day Funds not later than 12:00Â noon (New York City time) on the date specified herein. All amounts received by the Administrative Agent after such time on any date shall be deemed to have been received on the next succeeding Business Day and any applicable interest or fees shall continue to accrue. The Administrative Agent will promptly distribute to each applicable Lender its ratable share (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender’s applicable lending office (or otherwise distribute such payment in like funds as received to the Person or Persons entitled thereto as provided herein). If any payment to be made by the Obligors shall fall due on a day that is not a Business Day, payment shall be made on the next succeeding Business Day and such extension of time shall be reflected in computing interest or fees, as the case may be; provided that, if such next succeeding Business Day would fall after the Maturity Date, payment shall be made on the immediately preceding Business Day. Without limiting the generality of the foregoing, the Administrative Agent may require that any payments due under this Agreement be made in the United States. (b)Â Â Â Â Application of Insufficient Payments. Subject to Section 7.02, if at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest, fees and other amounts then due hereunder, such funds shall be applied (i)Â Â first, to pay interest, fees and other amounts then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest, fees and other amounts then due to such parties, and (ii)Â second, to pay principal then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties. (c)Â Â Â Â Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrowers prior to the date on which any payment is due to the Administrative Agent for the account of the applicable Lenders hereunder that the Borrowers will not make such payment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the applicable Lenders the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the applicable Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender 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 applicable Overnight Rate. (d)Â Â Â Â Deductions by Administrative Agent. If any Lender shall fail to make any payment required to be made by it pursuant to SectionÂ 2.05(e), 2.06(b), 2.13 or 9.03(c), then the Administrative Agent may, in its discretion and notwithstanding any contrary provision hereof, (i)Â apply any amounts thereafter received by the Administrative Agent for the account of such Lender for the benefit of the Administrative Agent to satisfy such Lender’s obligations to the Administrative Agent, until all such unsatisfied obligations are fully paid or (ii)Â hold any such amounts in a segregated account as cash collateral for, and for application to, any future funding obligations of such Lender under any such Section, in the case of each of clauses (i) and (ii) above, in any order as determined by the Administrative Agent in its discretion.(e)Â Â Â Â Several Obligations of Lenders. The obligations of the Lenders hereunder to make Loans and to make payments pursuant to Section 9.03(c) are several and not joint. The failure of any Lender to make any Loan or, as applicable, to fund any such participation or to make any such payment on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its 38Â Â Â Â applicable Loan, to purchase its participations, as applicable, or to make its payment under Section 9.03(c).SECTION 2.13Â Â Â Â Sharing of Payments. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or other obligations hereunder, as applicable, resulting in such Lender receiving payment of a proportion of the aggregate amount of its Loans and accrued interest thereon or other such obligations, as applicable, greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall (a)Â notify the Administrative Agent of such fact, and (b)Â purchase (for cash at face value) participations in the Loans and such other obligations of the other Lenders of the Loan Facility, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the applicable Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them, as applicable; provided that:(i)Â Â Â Â if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and(ii)Â Â Â Â the provisions of this paragraph shall not be construed to apply to (x)Â any payment made by the Borrowers pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender, or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant, other than to the Borrowers or any Subsidiary thereof (as to which the provisions of this paragraph shall apply).The Borrowers consent to the foregoing and agrees, to the extent it may effectively do so under Applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrowers rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrowers in the amount of such participation.SECTION 2.14Â Â Â Â Compensation for Losses. In the event of (a)Â the payment of any principal of any Term SOFR Loan other than on the last day of the Interest Period applicable thereto (including as a result of an Event of Default), (b)Â the failure to borrow or prepay any Term SOFR Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.09(b) and is revoked in accordance therewith), or (c)Â the assignment of any Term SOFR Loan other than on the last day of the Interest Period applicable thereto, in either case, as a result of a request by the Borrowers pursuant to SectionÂ 2.21(b), then, in any such event, the Borrowers shall compensate each Lender for any loss, cost and expense attributable to such event, including any loss, cost or expense arising from the liquidation or redeployment of funds or from any fees payable. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrowers and shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.SECTION 2.15Â Â Â Â Increased Costs.(a)Â Â Â Â Increased Costs Generally. If any Change in Law shall:(i)Â Â Â Â impose, modify or deem applicable any reserve (including pursuant to regulations issued from time to time by the Federal Reserve Board for determining the maximum 39Â Â Â Â reserve requirement (including any emergency, special, supplemental or other marginal reserve requirement) with respect to eurocurrency funding (currently referred to as “Eurocurrency liabilities” in RegulationÂ D)), special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by or any Lender;(ii)Â Â Â Â subject any Recipient to any Taxes (other than (A)Â Indemnified Taxes, (B)Â Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C)Â Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or(iii)Â Â Â Â impose on any Lender any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender or participation in any such Loan;and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to reduce the amount of any sum received or receivable by such Lender or other Recipient hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or other Recipient, the Borrowers will pay to such Lender or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender or other Recipient, as the case may be, for such additional costs incurred or reduction suffered.(b)Â Â Â Â Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any lending office of such Lender or such Lender’s holding company, if any, regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on such Lender’s capital or on the capital of such Lender’s holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by such Lender to a level below that which such Lender or such Lender’s holding company could have achieved but for such Change in Law (taking into consideration such Lender’s policies and the policies of such Lender’s holding company with respect to capital adequacy), then from time to time the Borrowers will pay to such Lender, as the case may be, such additional amount or amounts as will compensate such Lender or such Lender’s holding company for any such reduction suffered.(c)Â Â Â Â Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in paragraphÂ (a) orÂ (b) of this Section and delivered to the Borrowers, shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate withinÂ 10Â days after receipt thereof.(d)Â Â Â Â Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender’s right to demand such compensation; provided that the Borrowers shall not be required to compensate a Lender pursuant to this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender notifies the Borrowers of the Change in Law giving rise to such increased costs or reductions, and of such Lender’s intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).40Â Â Â Â SECTION 2.16Â Â Â Â Taxes.(a)Â Â Â Â Defined Terms. For purposes of this Section, the term “Applicable Law” includes FATCA.(b)Â Â Â Â Payments Free of Taxes. Any and all payments by or on account of any obligation of the Obligors 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 Obligors 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. (c)Â Â Â Â Payment of Other Taxes by Obligors. The Obligors 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.(d)Â Â Â Â Indemnification by Obligors. Each Obligor shall indemnify each Recipient, withinÂ ten (10)Â 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 any Obligor 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. (e)Â Â Â Â Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, withinÂ 10Â days after demand therefor, for (i)Â any Indemnified Taxes attributable to such Lender (but only to the extent that the relevant Obligor has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Obligors to do so), (ii)Â any Taxes attributable to such Lender’s failure to comply with the provisions of SectionÂ 9.04(d) 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 paragraphÂ (e).(f)Â Â Â Â Evidence of Payments. As soon as practicable after any payment of Taxes by an Obligor to a Governmental Authority pursuant to this Section, the Obligor shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority 41Â Â Â Â the Administrative Agent evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.(g)Â Â Â Â Status of Lenders. (i)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 Borrowers and the Administrative Agent, at the time or times reasonably requested by the Borrowers or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrowers 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 Borrowers or the Administrative Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Borrowers or the Administrative Agent as will enable the Borrowers 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 paragraphsÂ (A), (B)Â and (D)Â of Section 2.18(g)(iii)) shall not be required if in the Lender’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.(i)Â Â Â Â Without limiting the generality of the foregoing, in the event that a Borrower is a U.S.Â Borrower,(A)Â Â Â Â any Lender that is a U.S.Â Person shall deliver to such Borrower and the Administrative Agent on or about the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request

of such Borrower or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;(B) A A A any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to such Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or about 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:(1) A A A in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) A with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the applicable article of such tax treaty and (y) A with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the applicable business profits or other income article of such tax treaty;(2) A A A executed copies of IRS Form W-8ECI; 424 A A (3) A A A in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) A a certificate substantially in the form of Exhibit K-1 to the effect that such Foreign Lender is not a bank within the meaning of Section 881(c)(3)(A) of the Code, a 100 percent shareholder of such Borrower within the meaning of Section 871(h)(3)(B) of the Code, or a controlled foreign corporation related to such Borrower as described in Section 881(c)(3)(C) of the Code (a U.S. Tax Compliance Certificate) and (y) A executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E; or(4) A A A to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit K-2 or Exhibit K-3, IRS Form W-9, 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 Exhibit K-4 on behalf of each such direct and indirect partner;(C) A A A any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to such Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or about the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of such Borrower or the Administrative Agent), executed copies 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 such Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and(D) A A A 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 Code, as applicable), such Lender shall deliver to such Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by such Borrower or the Administrative Agent such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for such Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (D), such FATCA shall include any amendments made to FATCA after the date of this Agreement. 434 A A A 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 Borrowers and the Administrative Agent in writing of its legal inability to do so.(h) A A A 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 paragraph (h) (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 paragraph (h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (h) 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 paragraph 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. (i) A A A Survival. Each party'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. SECTION 2.17 A A A Inability to Determine Rates. With respect to any Term SOFR Loan, subject to Section 2.21, if:(a) A A A the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Term SOFR cannot be determined pursuant to the definition thereof on or prior to the first day of any Interest Period; or(b) A A A the Required Lenders determine that for any reason in connection with any request for such Loan that if Term SOFR is utilized in any calculations hereunder or under any other Loan Document with respect to any Obligations, interest, fees, commissions or other amounts, Term SOFR does not adequately and fairly reflect the cost to such Lenders of making or maintaining such Loan during the applicable Interest Period, and the Required Lenders have provided notice of such determination to the Administrative Agent, then, in each case, the Administrative Agent will promptly so notify the Borrowers and each applicable Lender. Upon notice thereof by the Administrative Agent to the Borrowers, any obligation of the Lenders to make Term SOFR Loans shall be suspended (to the extent of the affected Term SOFR Loans or the affected Interest Periods) until the Administrative Agent (with respect to clause (b), at the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, (A) the Borrowers may revoke any pending request for a borrowing of the affected Term SOFR Loans or, failing that, the Borrowers will be deemed to have converted any such request into a request for a Borrowing of ABR Loans in the 44 A A A amount specified therein, and any outstanding affected Term SOFR Loans will be deemed to have been converted into ABR Loans at the end of the applicable Interest Period. Upon any such prepayment, the Borrowers shall also pay accrued interest on the amount so prepaid or converted, together with any additional amounts required pursuant to Section 2.15. SECTION 2.18 A A A Illegality. If it is or becomes unlawful in any applicable jurisdiction for a Lender to perform any of its obligations as contemplated by this Agreement or to fund, issue or maintain its participation in any Loan or it becomes unlawful for any Affiliate of a Lender to do so then: (a) that Lender shall promptly notify the Administrative Agent, and the Administrative Agent shall promptly notify the Borrowers upon becoming aware of that event; (b) upon the Administrative Agent notifying the Borrowers, the unused Commitment(s) of that Lender will be immediately cancelled; and (c) the Borrowers shall repay that Lender's participation in any outstanding Loans made to it on the last day of the relevant Interest Period, for each Loan already made, occurring after the Lender has notified the Borrowers or, if earlier, the date specified by the Lender in the notice delivered to the Administrative Agent being no earlier than the last day of any applicable grace period permitted by law and that Lender's corresponding Commitment(s) shall be cancelled in the amount of the participations repaid. SECTION 2.19 A A A Mitigation Obligations; Replacement of Lenders. (a) A A A Designation of a Different Lending Office. If any Lender requests compensation under Section 2.15, or requires the Borrowers to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.16, then such Lender shall (at the request of the Borrowers) use reasonable efforts to, as applicable, designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) A would eliminate or reduce amounts payable pursuant to Section 2.15 or 2.16, as the case may be, in the future, and (ii) A would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrowers hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment. (b) A A A Replacement of Lenders. If any Lender requests compensation under Section 2.15, or if the Borrowers are required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.16 and, in each case, such Lender has declined or is unable to designate a different lending office in accordance with paragraph (a) of this Section, or if any Lender is a Defaulting Lender or a Non-Consenting Lender, then the Borrowers may, at their sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 9.04), all of its interests, rights (other than its existing rights to payments pursuant to Section 2.14, Section 2.15 or Section 2.16) and obligations under this Agreement and the related Loan Documents to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that:(i) A A A the Borrowers shall have paid to the Administrative Agent the assignment fee (if any) specified in Section 9.04;(ii) A A A such Lender shall have received, as applicable, payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts 45 A A A under Section 2.16) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrowers (in the case of all other amounts); (iii) A A A in the case of any such assignment resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.16, such assignment will result in a reduction in such compensation or payments thereafter;(iv) A A A such assignment does not conflict with Applicable Law; and(v) A A A in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent. A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrowers to require such assignment and delegation cease to apply. Notwithstanding anything in this Section to the contrary, A the Lender (or affiliate thereof) that acts as the Administrative Agent may not be replaced hereunder except in accordance with the terms of Section 8.06. SECTION 2.20 A A A Defaulting Lenders. (a) A A A Defaulting Lender Adjustments. 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:(i) A A A Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of Required Lenders and Section 9.02(b). (ii) A A A 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 Article VII or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 9.08 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, as the Borrowers 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; third, if so determined by the Administrative Agent and the Borrowers, to be held in a deposit account and released pro rata in order to satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement; fourth, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; fifth, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrowers as a result of any judgment of a court of competent jurisdiction obtained by the Borrowers against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and sixth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if 46 A A A (x) A such payment is a payment of the principal amount of any Loans in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) A such Loans were made at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of all applicable Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of such Defaulting Lender until such time as all Loans are held by the applicable Lenders pro rata in accordance with the applicable Commitments. 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 shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto. (iii) A A A Commitment Fees. No Lender shall be entitled to receive any Commitment Fee for any period during which that Lender is a Defaulting Lender (and the Borrowers shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender). (b) A A A Defaulting Lender Cure. If the Borrowers, the Administrative Agent and each Lender 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, that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders under the Loan Facility or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans to be held pro rata by the Lenders in accordance with the applicable Commitments, 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 Borrowers 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 Lender's having been a Defaulting Lender. (c) A A A Termination of Defaulting Lender. The Borrowers may terminate the unused amount of the Commitment of any Lender that is a Defaulting Lender upon not less than five (5) Business Days' prior notice to the Administrative Agent (which shall promptly notify the Lenders thereof), and in such event the provisions of Section 2.20(a)(ii) will apply to all amounts thereafter paid by the Borrowers for the account of such Defaulting Lender under this Agreement (whether on account of principal, interest, fees, indemnity or other amounts); provided that (i) A No Event of Default shall have occurred and be continuing, and (ii) A such termination shall not be deemed to be a waiver or release of any claim the Borrowers, the Administrative Agent or any Lender may have against such Defaulting Lender. SECTION 2.21 A A A Benchmark Replacement Setting. (a) A A A Benchmark Replacement. (i) A A A Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of any Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of Benchmark Replacement for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of Benchmark Replacement for 47 A A A such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a quarterly basis. (ii) A A A No Secured Hedging Agreement shall constitute a Loan Document for purposes of this Section 2.21. (b) A A A 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. (c) A A A Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrowers and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will notify the Borrowers of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.21(d) and (y) the commencement of any Benchmark Unavailability Period. 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 2.21, 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 2.21. (d)A A A 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), (i) if any then-current Benchmark is a term rate (including the Term SOFR Reference Rate or EURIBOR) and either (A) 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 (B) 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 "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) 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 "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.48A A A (e)A A A Benchmark Unavailability Period. Upon the Borrowers' receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a given Benchmark, (i) the Borrowers may revoke any pending request for a Term SOFR Borrowing of Term SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrowers will be deemed to have converted any such request into a request for an ABR Borrowing or conversion to ABR Loans in the amount specified therein and (ii) any outstanding affected Term SOFR Loans, if applicable, will be deemed to have been converted into ABR Loans at the end of the applicable Interest Period or be prepaid in full immediately. Upon any such prepayment or conversion, the Borrowers shall also pay accrued interest on the amount so prepaid or converted, together with any additional amounts required pursuant to Section 2.15.ARTICLE II REPRESENTATIONS AND WARRANTIES Each of the Obligors, jointly and severally, represents and warrants to the Administrative Agent and the Lenders that:SECTION 3.01A A A Existence, Qualification and Power. Each of the Obligors (a)A is duly organized or formed, validly existing and, as applicable, in good standing under the Laws of the jurisdiction of its incorporation or organization, (b)A has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (i)A own or lease its assets and carry on its business and (ii)A execute, deliver and perform its obligations under the Loan Documents to which it is a party, and (c)A is duly qualified and is licensed and, as applicable, in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license.SECTION 3.02A A A Authorization; No Contravention. The execution, delivery and performance by each of the Obligors of each Loan Document to which it is party have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a)A contravene the terms of its Organizational Documents, (b)A conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (i)A any material Contractual Obligation to which an Obligor is a party or affecting an Obligor or the properties of an Obligor or (ii)A any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which an Obligor or any Subsidiary or its property is subject or (c)A violate any Law in any material respect.SECTION 3.03A A A Governmental Authorization; Other Consents. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, the Obligors of this Agreement or any other Loan Document, except for such approvals, consents, exemptions, authorizations, actions or notices that have been duly obtained, taken or made and in full force and effect, provided that filings with the Companies House in England and Wales shall be made no later than twenty (21) days from the date of the relevant Loan Document.SECTION 3.04A A A Execution and Delivery; Binding Effect. This Agreement has been, and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each of the Obligors. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of each Obligor, enforceable against such Obligor in 49A A A accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other Laws affecting creditors' rights generally and by general principles of equity.SECTION 3.05A A A Financial Statements; No Material Adverse Effect.(a)A A A Financial Statements. The Audited Financial Statements were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and fairly present in all material respects the financial condition of the Parent Guarantor and its Subsidiaries, as of the date thereof and their results of operations and cash flows for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein. The unaudited consolidated balance sheet of the Parent Guarantor and its Subsidiaries and the related consolidated statements of income or operations, shareholders' equity and cash flows for the fiscal quarter ended on March 30, 2024 were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and fairly present in all material respects the financial condition of the Parent Guarantor and its Subsidiaries, as of the date thereof and their results of operations and cash flows for the period covered thereby, subject to the absence of notes and to normal year-end audit adjustments.(b)A A A No Material Adverse Change. Since the date of the Audited Financial Statements, there has been no event or circumstance that, either individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect.SECTION 3.06A A A Litigation. There are no actions, suits, proceedings, claims, disputes or investigations pending or, to the knowledge of each Obligor, threatened, at Law, in equity, in arbitration or before any Governmental Authority, by or against the Obligors or against any of their properties or revenues that (a)A could reasonably be expected to be adversely determined, and, if so determined, either individually or in the aggregate could reasonably be expected to have a Material Adverse Effect or (b)A purport to affect or pertain to this Agreement or any other Loan Document or any of the transactions contemplated hereby. SECTION 3.07A A A No Material Adverse Effect; No Default. No Obligor is in default under or with respect to any Contractual Obligation that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. No Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement or any other Loan Document.SECTION 3.08A A A Property; Insurance.(a)A A A Ownership of Properties. Each of the Obligors has good, valid and indefeasible title to their respective material properties or assets, whether real, personal or mixed, or tangible or intangible, in each case free and clear of all Liens except permitted Liens.(b)A A A Intellectual Property. Each of the Obligors owns, licenses or possesses the right to use all of the trademarks, tradenames, service marks, trade names, copyrights, patents, franchises, licenses and other intellectual property rights that are necessary for the operation of their respective businesses, as currently conducted, business, and the use thereof by such Obligor does not conflict with the rights of any other Person, except to the extent that such failure to own, license or possess or such conflicts, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. The conduct of the business of each Obligor as currently conducted or as contemplated 50A A A to be conducted does not infringe upon or violate any rights held by any other Person, except to the extent that such infringements and violations, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. No claim or litigation regarding any of the foregoing is pending or, to the knowledge of each Obligor, threatened that could reasonably be expected to be adversely determined, and, if so determined, could reasonably be expected to have a Material Adverse Effect. SECTION 3.09A A A Taxes. The Parent Guarantor and its Subsidiaries have filed all federal, state and other tax returns and reports required to be filed, and have paid all federal, state and other taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except (a)A Taxes that are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves are being maintained in accordance with GAAP or (b)A to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.SECTION 3.10A A A Disclosure. (a) Each Obligor has disclosed to the Administrative Agent and the Lenders all agreements, instruments and corporate or other restrictions to which any Obligor is subject, and all other matters known to it, that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. The reports, financial statements, certificates and other written information (other than projected or pro forma financial information) furnished by or on behalf of the Obligors to any Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (as modified or supplemented by other information so furnished), taken as a whole, do not contain any material misstatement of fact or omit to state any material fact necessary to make the statements therein (when taken as a whole), in the light of the circumstances under which they were made, not misleading; provided that, with respect to projected or pro forma financial information, the Obligors represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time of preparation and delivery (it being understood that such projected information may vary from actual results and that such variances may be material). (b)A A A As of the Closing Date, the information included in the Beneficial Ownership Certification is true and correct in all respects.SECTION 3.11A A A Compliance with Laws. Each of the Parent Guarantor and its Subsidiaries is in compliance with the requirements of all Laws (including Environmental Laws) and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a)A such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b)A the failure to so comply, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.SECTION 3.12A A A ERISA Compliance. (a)A A A Except as could not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect, (i)A each Plan is in compliance with the applicable provisions of ERISA, the Code and other federal or state Laws and (ii)A each Plan that is intended to be a qualified plan under Section 401(a) of the Code has received a favorable determination letter from the IRS to the effect that the form of such Plan is qualified under Section 401(a) of the Code and the trust related thereto has been determined by the IRS to be exempt from federal income tax under Section 501(a) of the Code, 51A A A or an application for such a letter is currently being processed by the IRS, and, to the knowledge of the Obligors, nothing has occurred that would prevent or cause the loss of such tax-qualified status.(b)A A A There are no pending or, to the knowledge of the Obligors, threatened or contemplated claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that, either individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect.(c)A A A Neither the Borrowers nor the Parent Guarantor is a "benefit plan investor" within the meaning of Section 3(42) of ERISA.(d)A A A No ERISA Event has occurred, and neither the Obligors nor any ERISA Affiliate is aware of any fact, event or circumstance that, either individually or in the aggregate, could reasonably be expected to constitute or result in an ERISA Event with respect to any Pension Plan that, either individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect.(e)A A A The present value of all accrued benefits under each Pension Plan (based on those assumptions used to fund such Pension Plan) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Pension Plan allocable to such accrued benefits by a material amount. As of the most recent valuation date for each Multiemployer Plan, the potential liability of any Obligor or any ERISA Affiliate for a complete withdrawal from such Multiemployer Plan (within the meaning of Section 4203 or Section 4205 of ERISA), when aggregated with such potential liability for a complete withdrawal from all Multiemployer Plans, is zero.(f)A A A To the extent applicable, each Foreign Plan has been maintained in compliance with its terms and with the requirements of any and all applicable requirements of Law and has been maintained, where required, in good standing with applicable regulatory authorities, except to the extent that the failure to so comply could not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect. Neither the Obligors nor any Subsidiary thereof has incurred any material obligation in connection with the termination of or withdrawal from any Foreign Plan. The present value of the accrued benefit liabilities (whether or not vested) under each Foreign Plan that is funded, determined as of the end of the most recently ended fiscal year of the Obligors or any Subsidiary thereof, as applicable, on the basis of actuarial assumptions, each of which is reasonable, did not exceed the current value of the property of such Foreign Plan by a material amount, and for each Foreign Plan that is not funded, the obligations of such Foreign Plan are properly accrued.(g)A A A Neither the Parent Guarantor nor any of its Subsidiaries is or has at any time been an employer (for the purposes of sections 38 to 53 of the Pensions Act 2004) of an occupational pension scheme which is not a money purchase scheme (both terms as defined in the Pensions Schemes Act 1993).(h)A A A Neither the Parent Guarantor nor any of its Subsidiaries is or has at any time been "connected" with or an "associate" of (as those terms are used in sections 38 and 43 of the Pensions Act 2004) such an employer.52A A A SECTION 3.13A A A Environmental Matters and Claims. (a) Except as heretofore disclosed in writing to the Administrative Agent or where the failure to comply would not alone or in the aggregate result in a Material Adverse Effect, (i) each of the Obligors and the Approved Managers will, when required under applicable law to operate its business as then being conducted, be in compliance with all applicable United States federal and state, local, foreign and international laws, regulations and conventions relating to pollution prevention, protection of human health (to the extent related to exposure to Materials of Environmental Concern) or protection of the environment (including, without limitation, ambient air, surface water, ground water, navigable waters, waters of the contiguous zone, ocean waters and international waters), including, without limitation, laws, regulations and conventions to which either is a party relating to (1) emissions, discharges, releases or threatened releases of pollutants, contaminants, wastes, toxic substances, hazardous materials, oil, hazardous substances, petroleum and petroleum products and by-products ("Materials of Environmental Concern"), or (2) the processing, distribution, use, treatment, storage, disposal, transport or handling of Materials of Environmental Concern (collectively, the "Environmental Laws"); (ii) each of the Obligors and the Approved Managers will, when required under applicable Environmental Law, have all permits, licenses, approvals, rulings, variances, exemptions, clearances, consents or other authorizations required under applicable Environmental Laws ("Environmental Approvals") and will, when required under applicable Environmental Law be in compliance with all such Environmental Approvals required to operate their business as then being conducted; and (iii) each of the Obligors and the Approved Managers has not received any notice of any claim, action or cause of action by any Person, entity or Governmental Authority, alleging potential liability for, or a requirement to incur, Governmental Authority investigation costs, cleanup costs, response and/or remedial costs (whether incurred by a Governmental Authority or otherwise), natural resource damages, property damages, personal injuries, attorneys' fees and expenses, or fines or penalties, in each case arising out of, based on or resulting from (1) the presence, or release or threat of release into the environment, of any Materials of Environmental Concern at any location, whether or not owned by such Person, or (2) any violation, or alleged violation, of any Environmental Law or Environmental Approval ("Environmental Claim") (other than Environmental Claims that have been fully and finally adjudicated or otherwise determined and all fines and penalties, if any, payable by it in respect thereof have been paid in full or which are fully covered by insurance (including permitted deductibles)); and (b) except as heretofore disclosed in writing to the Administrative Agent there is no Environmental Claim pending or threatened in writing against any of the Obligors or the Approved Managers and there are no past or present actions, activities, circumstances, conditions, events or incidents, including, without limitation, the release, emission, discharge or disposal of any Materials of Environmental Concern, that could form the basis of any Environmental Claim against the Obligors the adverse disposition of which is reasonably like to result in a Material Adverse Effect.SECTION 3.14A A A Margin Regulations. No Borrower is engaged nor will engage, principally or as one of its important activities, in the business of purchasing or carrying Margin Stock, or extending credit for the purpose of purchasing or carrying Margin Stock, and no part of the proceeds of any Loan hereunder will be used to buy or carry any Margin Stock. Following the application of the proceeds of each Borrowing, not more than 25% of the value of the assets (either of a Borrower only or of the Borrowers on a consolidated basis) will be Margin Stock.SECTION 3.15A A A Investment Company Act. None of the Borrowers is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940.SECTION 3.16A A A Sanctions: Anti-Corruption.(a)A A A No Relevant Person is:53A A A (i)A A A a Restricted Party;(ii)A A A or has been, in breach of Sanctions;(iii)A A A or has been engaged in any trade, business or other activities with or for the benefit of any Restricted Party; or(iv)A A A A subject to or involved in any complaint, claim, proceeding, formal notice, investigation or other action by any regulatory or enforcement authority or third party concerning any Sanctions.(b)A A A The Parent Guarantor, its Subsidiaries and their respective directors, officers and employees and, to the knowledge of the Parent Guarantor, the agents of the Parent Guarantor and its Subsidiaries, are in compliance with the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA") and any other applicable anti-corruption law, in all material respects. (c)A A A The Parent Guarantor and its Subsidiaries have instituted and maintain policies and procedures designed to ensure continued compliance with the FCPA and any other applicable anti-corruption laws.SECTION 3.17A A A Solvency. Each of the Obligors is Solvent.SECTION 3.18A A A Pari Passu Ranking. Each Obligor's payment obligations under the Loan Documents to which it is a party rank at

least pari passu with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.SECTION 3.19A A A A Equity Interests. The Parent Guarantor directly or indirectly and beneficially owns one hundred percent (100%) of the Equity Interests of each Borrower and each Subsidiary Guarantor. No Borrower owns, directly or indirectly, any Equity Interests.SECTION 3.20A A A A Liens. No Borrower has any Liens that are not Permitted Liens.SECTION 3.21A A A A Indebtedness. No Borrower has Indebtedness that is not Permitted Indebtedness.SECTION 3.22A A A A Chief Executive Offices . The chief executive office and chief place of business and the office in which the records relating to such partyâ€™s earnings and other receivables are kept is located at 109 Long Wharf, Newport, Rhode Island 02840. SECTION 3.23A A A A No Proceedings to Dissolve . There are no proceedings or actions pending or contemplated by it, or to its best knowledge contemplated by any third party, to dissolve or terminate any Obligor. SECTION 3.24A A A A Vessels. (a)A A A A Each Vessel is (or will be upon the making of an Additional Loan) in the sole and absolute ownership of the Borrower that is identified herein as owning such Vessel and 54A A A A duly registered in such Borrowerâ€™s name under the law of an Approved Flag Jurisdiction, and is not subject to any Liens other than Permitted Liens;(b)A A A A each Vessel is seaworthy for hull and machinery insurance warranty purposes and in every way fit for its intended service;(c)A A A A each Vessel is insured in accordance with the provisions of this Agreement and the Security Documents and the requirements hereof and thereof in respect of such insurances will have been complied with;(d)A A A A each Vessel is in class with a Classification Society in accordance with the provisions of this Agreement and the requirements hereof in respect of such classification will have been complied with; and(e)A A A A each Vessel is managed by an Approved Manager pursuant to an Approved Management Agreement.SECTION 3.25A A A A Repetition. The representations and warranties made herein and in any certificate or other document delivered pursuant hereto or in connection herewith shall survive the making of the Loan Facility. Each of such representations and warranties shall be deemed to be made by each Obligor by reference to the facts and circumstances then existing on the date of each Borrowing Request, each Borrowing and the first day of each Interest Period. ARTICLE IVCONDITIONSSECTION 4.01A A A A Initial Loan. The obligation of each Lender to make the Initial Loan hereunder on the Closing Date is subject to the satisfaction (or waiver in accordance with SectionÂ 9.02) of the following conditions (and, in the case of each document specified in this Section to be received by the Administrative Agent, such document shall be in form and substance acceptable to the Administrative Agent and each Lender):(a)A A A A Corporate Authority. The Administrative Agent shall have received the following documents in form and substance acceptable to the Administrative Agent:(i)A A A A copies, certified as true and complete by an officer, director or manager (as applicable) of each Obligor of: (A) the resolutions of the directors or members thereof, and if required, resolutions of the shareholders thereof, evidencing approval of the Loan Documents to which each is a party and authorizing an appropriate Person or Persons or attorney-in-fact or attorneys-in-fact to execute the same on its behalf, or other evidence of such approvals and authorizations, (B) all documents evidencing any other necessary action (including actions by such parties thereto other than the Obligors as may be reasonably required by the Lenders), approvals or consents with respect to the Loan Documents, (C) its Organizational Documents, (D) the list of names and true signatures of the officers, directors or equivalent and attorneys-in-fact (as applicable) of such Obligor signing each Loan Document to which it is or to be a party and the other documents to be delivered hereunder and thereunder, (E) a certificate issued by the jurisdiction of organization as to the good standing (or equivalent concept in such jurisdiction) 55A A A A thereof and (F) a structure chart showing the organizational structure of the Group and Parent Guarantor; and(ii)A A A A a certificate signed by a Responsible Officer of (A) each Borrower to the effect that no Default or Event of Default shall have occurred and be continuing and (B) each of the Obligors to the effect that the representations and warranties of such Obligor contained in this Agreement and the other Loan Documents are true and correct as of the date of such certificate (unless an earlier date is set forth therein).(b)A A A A This Agreement. The Administrative Agent shall have received from each party hereto a counterpart of this Agreement signed on behalf of such party. (c)A A A A The Notes. The Borrowers shall have duly executed and delivered any Notes to the Administrative Agent or the Lenders, as applicable.(d)A A A A Other Loan Documents. The Administrative Agent shall have received from each party thereto, the following Loan Documents, together with all other documents and notices required to be delivered thereunder: (i)A A A A the Account Pledge;(ii)A A A A the Share Pledge;(iii)A A A A the Mortgage;(iv)A A A A the Assignment of Earnings;(v)A A A A the Assignment of Insurances;(vi)A A A A the Assignment of Charter, if any;(vii)A A A A the Secured Hedging Agreement Assignments, if any;(viii)A A A A the Subordinated Debt Assignments, if any;(ix)A A A A the Managerâ€™s Undertakings;(x)A A A A the Fee Letters;(xi)A A A A the Subordination Agreement; and(xii)A A A A the Secured Hedging Agreements, if any.(e)A A A A Intercompany Loan Agreements. Each Obligor shall have delivered any intercompany loan agreements to which it is a party to the Administrative Agent evidencing any Subordinated Liabilities, or provided written confirmation to the Administrative Agent that no such agreements exist.(f)A A A A Repayment of Existing Obligations. Evidence that the Initial Vessel Intercompany Seller shall have been fully released from any obligations or liability for the principal of 56A A A A and interest on, and all other amounts owing in respect of, the Existing Obligations (or arrangements for such release satisfactory to the Lenders shall have been made), that all Indebtedness of the Borrowers (other than Permitted Indebtedness) shall have been (or shall be simultaneously) paid in full, that any commitments to extend credit under the Existing Credit Documents or any such other Indebtedness shall have been canceled or terminated and that all Guarantees (other than for trailing liabilities) in respect of, and all Liens securing the Existing Credit Documents or any such other Lien (except for Permitted Liens), shall have been released (or arrangements for such release satisfactory to Security Trustee shall have been made).(g)A A A A Fees and Expenses. The Secured Parties shall have received payment in full of all fees and expenses due to each thereof pursuant to the terms hereof on the date when due including, without limitation, all fees and expenses due under Sections 2.12 and 9.03.(h)A A A A Vessel Documentation. The Security Trustee shall have received (in form and substance acceptable to the Security Trustee): (i)A A A A Documentary evidence that with respect to the Initial Vessel:(A)A A A A the Vessel is definitively and permanently registered in the name of the relevant Borrower under an Approved Flag Jurisdiction (or will be, upon the making of the relevant Loan), unencumbered save by the relevant Mortgage thereon, if any; (B)A A A A the Mortgage has been (or will be, upon the making of the relevant Loan) duly recorded against the Vessel as a valid first preferred or priority ship mortgage in accordance with the laws of the Approved Flag Jurisdiction on which the Vessel is registered; (C)A A A A the Vessel is insured in accordance with the provisions of Section 5.06 of this Agreement and all requirements therein in respect of insurances have been complied with, together with an insurance report addressed to the Administrative Agent, in form and substance acceptable to the Lenders, from a reputable insurance advisor appointed by the Administrative Agent in respect of the insurances of the Vessels; and(D)A A A A each Vessel maintains the highest class for vessels of its type with the Classification Society free of any material overdue recommendations, which status shall be established by a confirmation of class certificate issued by the Classification Society and dated a date reasonably near the relevant Borrowing Date.(ii)A A A A One or more valuations evidencing the Fair Market Value of the Initial Vessel, paid for by the Borrowers but addressed to the Administrative Agent, stated to be for the purposes of this Agreement as of the relevant Borrowing Date. (iii)A A A A A copy of the Initial Vessel Acquisition Contract, together with the bill of sale and protocol of delivery and acceptance executed in connection therewith.(iv)A A A A A copy of any Charter to which the Initial Vessel may be subject.57A A A A (v)A A A A A copy of the Inventory of Hazardous Materials, if applicable, for the Initial Vessel.(vi)A A A A The following documents establishing that the Initial Vessel will, as from the Closing Date, be managed by an Approved Manager:(A)A A A A a copy of each Approved Management Agreement, certified as of the Closing Date by an Authorized Officer of the Initial Borrower as being a true and correct copy thereof; and(B)A A A A copies of each Approved Managerâ€™s Document of Compliance and of each Vesselâ€™s IAPPC, ISSC and SMC (together with any other details of the applicable safety management system which the Security Trustee requires), certified as of the Closing Date by an Authorized Officer of the relevant Borrower as being a true and correct copy thereof. (i)A A A A Searches; Perfection Filings. (i)A A A A The Administrative Agent shall have received copies, dated as of a recent date, of tax, lien, judgment, intellectual property, bankruptcy and pending suit searches, in all jurisdictions as the Administrative Agent shall reasonably request relating to the Obligors, in each case accompanied by evidence (including any UCC termination statements) that the Liens indicated in any such search results constitute Permitted Liens; and(ii)A A A A The Administrative Agent shall have received evidence that Uniform Commercial Code financing statements and all other filings necessary to establish, protect and perfect the Liens in the Collateral granted on the Closing Date, have been filed, or will be filed upon the making of the Loans, in such jurisdictions as the Administrative Agent may reasonably require.(j)A A A A Financial Statements. The Administrative Agent shall have received the Audited Financial Statements. (k)A A A A Licenses, Consents and Approvals. The Administrative Agent shall have received satisfactory evidence that all necessary licenses, consents and approvals in connection with the transactions contemplated by the Loan Documents have been obtained.(l)A A A A Know Your Customer Requirements. The Administrative Agent shall have received documentation to the satisfaction of each Lender in connection with its know your customer requirements, documentation and other evidence as is reasonably requested by the Administrative Agent or a Lender in order for each to carry out and be satisfied with the results of all necessary â€œknow your customerâ€ or other checks which it is required to carry out in relation to the transactions contemplated by this Agreement and the other Loan Documents, including specimen signatures, and including without limitation obtaining, verifying and recording certain information and documentation that will allow the Administrative Agent and each of the Lenders to identify each Obligor in accordance with the requirements of the Patriot Act.(m)A A A A Legal Opinions. The Administrative Agent shall have received customary legal opinions addressed to the Administrative Agent and the Security Trustee from (i) Seward & Kissel LLP, counsel to the Secured Parties on matters of the laws of the State of New York, the Republic of the 58A A A A Marshall Islands and the Republic of Liberia; and (ii) Appleby (Bermuda) Limited, special counsel to the Obligors as to matters of laws of Bermuda, in each case in a form acceptable to the Administrative Agent and the Lenders regarding the transactions contemplated by this Agreement and the other Loan Documents and as to such other matters as the Administrative Agent may reasonably request.(n)A A A A Process Agent Appointment. Evidence satisfactory to the Lenders that an agent for service of process has been appointed in each relevant jurisdiction in respect of each Obligor under the Loan Documents as applicable.(o)A A A A Miscellaneous. Any other document, authorization, opinion or assurance as the Administrative Agent or the Required Lenders (through the Administrative Agent) may reasonably request.Without limiting the generality of SectionÂ 8.03(c), for purposes of determining satisfaction of the conditions specified in this Section, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.SECTION 4.02A A A A Additional Loans. The obligation of each Lender to make an Additional Loan hereunder on the relevant Borrowing Date is subject to the satisfaction (or waiver in accordance with SectionÂ 9.02) of the following conditions (and, in the case of each document specified in this Section to be received by the Administrative Agent, such document shall be in form and substance acceptable to the Administrative Agent and each Lender): (a)A A A A Corporate Authority. The Administrative Agent shall have received the following documents in form and substance acceptable to the Administrative Agent:(i)A A A A copies, certified as true and complete by an officer, director or manager (as applicable) of each Obligor of: (A) the resolutions of the directors or members thereof, and if required, resolutions of the shareholders thereof, evidencing approval of the Loan Documents to which each is a party and authorizing an appropriate Person or Persons or attorney-in-fact or attorneys-in-fact to execute the same on its behalf, or other evidence of such approvals and authorizations, (B) all documents evidencing any other necessary action (including actions by such parties thereto other than the Obligors as may be reasonably required by the Lenders), approvals or consents with respect to the Loan Documents, (C) its Organizational Documents, (D) the list of names and true signatures of the officers, directors or equivalent and attorneys-in-fact (as applicable) of such Obligor signing each Loan Document to which it is or to be a party and the other documents to be delivered hereunder and thereunder, (E) a certificate issued by the jurisdiction of organization as to the good standing (or equivalent concept in such jurisdiction) thereof and (F) a structure chart showing the organizational structure of the Group and Parent Guarantor; and(ii)A A A A a certificate signed by a Responsible Officer of (A) each Borrower to the effect that no Default or Event of Default shall have occurred and be continuing and (B) each of the Obligors to the effect that the representations and warranties of such Obligor contained in this Agreement and the other Loan Documents are true and correct as of the date of such certificate 59A A A A (unless an earlier date is set forth therein),the Administrative Agent shall have received a written Borrowing Request in accordance with the requirements hereof.(b)A A A A The Notes. The Borrowers shall have duly executed and delivered any amended Notes giving effect to the Additional Loan and the Additional Borrower to the Administrative Agent or the Lenders, as applicable.(c)A A A A Other Loan Documents. The Administrative Agent shall have received from each party thereto, the following Loan Documents, together with all other documents and notices required to be delivered thereunder:(i)A A A A the Account Pledge by the relevant Additional Borrower;(ii)A A A A the Share Pledge in respect of the relevant Additional Borrower;(iii)A A A A the Mortgage in respect of the relevant Additional Vessel;(iv)A A A A the Assignment of Earnings in respect of the relevant Additional Vessel;(v)A A A A the Assignment of Insurances in respect of the relevant Additional Vessel;(vi)A A A A the Assignment of Charter, if any, in respect of the relevant Additional Vessel;(vii)A A A A the Secured Hedging Agreement Assignment, if any by the relevant Additional Borrower;(viii)A A A A the Subordinated Debt Assignments, if any, in respect of the relevant Additional Borrower;(ix)A A A A the Managerâ€™s Undertaking in respect of the relevant Additional Vessel; and(x)A A A A the Subordination Agreement by the relevant Additional Borrower. (d)A A A A Intercompany Loan Agreements. Each Obligor shall have delivered any intercompany loan agreements to which it is a party to the Administrative Agent evidencing any Subordinated Liabilities, or provided written confirmation to the Administrative Agent that no such agreements exist.(e)A A A A Repayment of Existing Obligations. Evidence that the relevant Borrower shall have been fully released from any obligations or liability for the principal of and interest on, and all other amounts owing in respect of all other Indebtedness of the Borrowers (other than Permitted Indebtedness), and that such amounts shall have been (or shall be simultaneously) paid in full, that any commitments to extend credit for any such other Indebtedness shall have been canceled or terminated and that all Guarantees (other than for trailing liabilities) and other Liens (except for Permitted Liens), shall have been released (or arrangements for such release satisfactory to Security Trustee shall have been made).60A A A A (f)A A A A Fees and Expenses. The Secured Parties shall have received payment in full of all fees and expenses due to each thereof pursuant to the terms hereof on the date when due including, without limitation, all fees and expenses due under Sections 2.12 and 9.03.(g)A A A A Vessel Documentation. The Security Trustee shall have received (in form and substance acceptable to the Security Trustee): (i)A A A A Documentary evidence with regards to the relevant Additional Vessel that:(A)A A A A the Vessel is definitively and permanently registered in the name of the relevant Borrower under an Approved Flag Jurisdiction (or will be, upon the making of the relevant Loan), unencumbered save by the relevant Mortgage thereon, if any;(B)A A A A the Mortgage has been (or will be, upon the making of the relevant Loan) duly recorded against the Vessel as a valid first preferred or priority ship mortgage in accordance with the laws of the Approved Flag Jurisdiction on which such Vessel is registered; (C)A A A A the Vessel is insured in accordance with the provisions of Section 5.06 of this Agreement and all requirements therein in respect of insurances have been complied with, together with an insurance report addressed to the Administrative Agent, in form and substance acceptable to the Lenders, from a reputable insurance advisor appointed by the Administrative Agent in respect of the insurances of the Vessels; and(D)A A A A each Vessel maintains the highest class for vessels of its type with the Classification Society free of any material overdue recommendations, which status shall be established by a confirmation of class certificate issued by the Classification Society and dated a date reasonably near the relevant Borrowing Date.(ii)A A A A One or more valuations evidencing the Fair Market Value of the Initial Vessel, paid for by the Borrowers but addressed to the Administrative Agent, stated to be for the purposes of this Agreement as of the relevant Borrowing Date. (iii)A A A A If applicable, A copy of the relevant Additional Vessel Acquisition Contract, together with the bill of sale and protocol of delivery and acceptance executed in connection therewith.(iv)A A A A A copy of any Charter to which the relevant Additional Vessel may be subject.(v)A A A A A copy of the Inventory of Hazardous Materials, if applicable, for the relevant Additional Vessel.(vi)A A A A The following documents establishing that each Vessel will, as from the relevant Borrowing Date, be managed by an Approved Manager:61A A A A (A)A A A A a copy of each Approved Management Agreement, certified as of the relevant Borrowing Date by an Authorized Officer of the relevant Borrower as being a true and correct copy thereof; and(B)A A A A copies of each Approved Managerâ€™s Document of Compliance and of each Vesselâ€™s IAPPC, ISSC and SMC (together with any other details of the applicable safety management system which the Security Trustee requires), certified as of the relevant Borrowing Date by an Authorized Officer of the relevant Borrower as being a true and correct copy thereof; and(vii)A A A A If applicable, a copy of the Additional Vessel Acquisition Contract relating to the Additional Vessel and the relevant Escrow Agreement. (h)A A A A Searches; Perfection Filings. (i)A A A A The Administrative Agent shall have received copies, dated as of a recent date, of tax, lien, judgment, intellectual property, bankruptcy and pending suit searches, in all jurisdictions as the Administrative Agent shall reasonably request relating to the Additional Borrowers and any other relevant Obligors, in each case accompanied by evidence (including any UCC termination statements) that the Liens indicated in any such search results constitute Permitted Liens; and(ii)A A A A The Administrative Agent shall have received evidence that Uniform Commercial Code financing statements and all other filings necessary to establish, protect and perfect the Liens in the Collateral granted on the Borrowing Date, have been filed, or will be filed upon the making of the Loans, in such

jurisdictions as the Administrative Agent may reasonably require.(i)Â Â Â Licenses, Consents and Approvals. The Administrative Agent shall have received satisfactory evidence that all necessary licenses, consents and approvals in connection with the transactions contemplated by the Loan Documents relating to the Additional Vessel have been obtained.(j)Â Â Â Know Your Customer Requirements. The Administrative Agent shall have received documentation to the satisfaction of each Lender in connection with its know your customer requirements, documentation and other evidence as is reasonably requested by the Administrative Agent or a Lender in order for each to carry out and be satisfied with the results of all necessary â€œknow your customerâ€ or other checks which it is required to carry out in relation to the transactions contemplated by this Agreement and the other Loan Documents with regards to the Additional Loan, including specimen signatures, and including without limitation obtaining, verifying and recording certain information and documentation that will allow the Administrative Agent and each of the Lenders to identify each Obligor in accordance with the requirements of the Patriot Act.(k)Â Â Â Legal Opinions. The Administrative Agent shall have received customary legal opinions addressed to the Administrative Agent and the Security Trustee from (i) Seward & Kissel LLP, counsel to the Secured Parties on matters of the laws of the State of New York, and (ii) counsel as to matters of laws of the Approved Flag Jurisdiction relating to such Additional Vessel and the jurisdiction of incorporation of any Obligor executing a Loan Document being executed in connection with such Additional Loan, in each case in a form acceptable to the Administrative Agent and the Lenders regarding the transactions contemplated by this Agreement and the other Loan Documents and as to such other matters as the Administrative Agent may reasonably request.62Â Â Â (l)Â Â Â Financial Covenant Compliance. Evidence that following the Borrowing of such Additional Loans, the Obligors shall be in pro-forma compliance with each of the covenants set forth in Section 5.12.(m)Â Â Â Process Agent Appointment. Evidence satisfactory to the Lenders that an agent for service of process has been appointed in each relevant jurisdiction in respect of each Obligor under the Loan Documents as applicable.(n)Â Â Â Miscellaneous. Any other document, authorization, opinion or assurance as the Administrative Agent or the Required Lenders (through the Administrative Agent) may request.SECTION 4.03Â Â Â Conditions to All Loans. The obligation of each Lender to make a Loan (including its Initial Loan) is additionally subject to the satisfaction of the following conditions:(a)Â Â Â The Administrative Agent shall have received a written Borrowing Request in accordance with the requirements hereof;(b)Â Â Â the representations and warranties of the Obligors set forth in this Agreement and in any other Loan Document shall be true and correct in all material respects (or, in the case of any such representation or warranty already qualified by materiality, in all respects) on and as of the date of such Loan (or, in the case of any such representation or warranty expressly stated to have been made as of a specific date, as of such specific date); (c)Â Â Â evidence that following such Borrowing, the Obligors shall be in pro-forma compliance with the Collateral Maintenance Test set forth in Section 5.14; and(d)Â Â Â No Default shall have occurred and be continuing or would result from such Loan or from the application of proceeds thereof.Each Borrowing Request by the Borrowers hereunder and each Loan shall be deemed to constitute a representation and warranty by the Borrowers on and as of the date of the applicable Loan as to the matters specified in clausesÂ (b) and (c) above in this Section.ARTICLE VAFFIRMATIVE COVENANTSUntil the Commitments have expired or been terminated, all Obligations shall have been paid in full, each of the Obligors covenants and agrees with the Administrative Agent and the Lenders that:SECTION 5.01Â Â Â Financial Statements. The Borrowers will furnish to the Administrative Agent and each Lender:(a)Â Â Â as soon as available, and in any event within one hundred twenty (120) days after the end of each fiscal year of the Parent Guarantor (or, if earlier, five (5) days after the date required to be filed with the SEC) (commencing with the fiscal year ended DecemberÂ 31,Â 2024), the audited consolidated balance sheet of the Parent Guarantor and its Subsidiaries and the related consolidated statements of income or operations, shareholdersâ€™ equity and cash flows, all in 63Â Â Â a reasonable detail and prepared in accordance with GAAP, certified as having been audited by an Acceptable Accounting Firm; (b)Â Â Â as soon as available, but in any event within sixty (60) days after the end of each of the first three fiscal quarters of each fiscal year of the Parent Guarantor (or, if earlier, five (5) days after the date required to be filed with the SEC) (commencing with the fiscal quarter ended March 30, 2024), the unaudited consolidated balance sheet of the Parent Guarantor and its Subsidiaries and the related consolidated statements of income or operations, shareholdersâ€™ equity and cash flows, all in reasonable detail and prepared in accordance with GAAP, certified by a Financial Officer of the Parent Guarantor as fairly presenting in all material respects the financial condition, results of operations, shareholdersâ€™ equity and cash flows;(c)Â Â Â as soon as available, but in any event prior to the first day of each fiscal year, an annual consolidated budget and cash flow projections for the Parent Guarantor; and(d)Â Â Â together with each set of financial statements that the Borrowers deliver under paragraphs (a) and (b) above, a Compliance Certificate (i)Â Â Â certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto and (ii)Â Â Â setting forth reasonably detailed calculations demonstrating compliance with SectionÂ 6.12.SECTION 5.02Â Â Â A Valuations; Other Information. The Borrowers will deliver to the Administrative Agent and each Lender:(a)Â Â Â (i) on annual basis no later than 45 days after the anniversary of the Closing Date, at the Borrowersâ€™ expense, (ii) at the request of the Required Lenders, not to exceed one request per calendar year, at the Borrowersâ€™ expense, (iii) at the request of the Required Lenders while an Event of Default has occurred and is continuing, at the Borrowersâ€™ expense, and (iv) at any other time at the expense of the Lenders, one or more valuation certificates setting forth the Fair Market Value of each Vessel, together with a Compliance Certificate setting forth calculations for the Collateral Maintenance Test; (b)Â Â Â a promptly after dispatch, but in any event within 5 days, all documents dispatched by an Obligor to its shareholders or creditors generally;(c)Â Â Â a if applicable, upon the request of any Lender and at the cost of the Borrowers, on or before July 31st in each calendar year, supply or procure the share to the Administrative Agent of all information necessary in order for that Lender to comply with its obligations under the Poseidon Principles in respect of the preceding year, including, without limitation, all ship fuel oil consumption data required to be collected and reported in accordance with Regulation 22A of Annex VI and any Statement of Compliance, in each case relating to the Vessels for the preceding calendar year provided always that no Lender shall publicly disclose such information with the identity of the Vessels without the prior written consent of the Borrowers. For the avoidance of doubt, such information shall constitute â€œInformationâ€ under this Agreement, but the Borrowers acknowledge that, in accordance with the Poseidon Principles, such information will form part of the information published regarding the relevant Lenderâ€™s portfolio climate alignment;(d)Â Â Â promptly following any request therefor, (i) such other information regarding the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects of the Borrowers, or compliance with the terms of the Loan Documents, as the Administrative 64Â Â Â A Agent or any Lender (through the Administrative Agent) may from time to time reasonably request; or (ii) information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable â€œknow your customerâ€ requirements under the PATRIOT Act or other applicable anti-money laundering laws. The Obligors shall promptly upon the request of any Lender supply or procure the supply of such documentation as is reasonably requested by such Lender, in order for the Lender, to carry out and be satisfied it has complied with all necessary identification and verification checks or other similar checks under all applicable laws and regulations, including checks (but not limited to) to be carried out by the Lender pursuant to anti-money laundering laws, terrorist financing laws and Sanctions and embargoes laws and other regulations with regard to the transactions contemplated in this Agreement and the other Loan Documents;(e)Â Â Â promptly after receipt thereof by the Parent Guarantor or any Subsidiary, copies of each notice or other correspondence received from the SEC (or comparable agency in any applicable non-U.S. jurisdiction) concerning any investigation or possible investigation or other inquiry by such agency regarding financial or other operational results of the Parent Guarantor or any Subsidiary thereof; and(f)Â Â Â a promptly following request therefor, copies of any detailed audit reports, management letters or recommendations submitted to the board of directors (or the audit committee of the board of directors) of the Borrowers or the Parent Guarantor by independent accountants in connection with the accounts or books of the Borrowers, the Parent Guarantor or any Subsidiary, or any audit of any of them as the Administrative Agent or Lender (through the Administrative Agent) may from time to time reasonably request. SECTION 5.03Â Â Â A Notices. The Borrowers will promptly notify the Administrative Agent and each Lender of:(a)Â Â Â a the occurrence of any Default;(b)Â Â Â a the filing, commencement or judgment in respect of any material action, suit, investigation or proceeding by or before any arbitrator or Governmental Authority against or affecting the Borrowers or any Affiliate thereof, including pursuant to any applicable Environmental Laws;(c)Â Â Â a the occurrence of any ERISA Event;(d)Â Â Â a notice of any action arising under any Environmental Law or of any noncompliance by the Borrowers or any Subsidiary with any Environmental Law or any permit, approval, license or other authorization required thereunder that, if adversely determined, could reasonably be expected to have a Material Adverse Effect;(e)Â Â Â a any material change in accounting or financial reporting practices by the Parent Guarantor or any Subsidiary thereof, provided that the Borrowers shall provide notice of any change to its fiscal year prior to the date of such change;(f)Â Â Â a to the extent permitted by Law, promptly upon becoming aware thereof, any claim, proceeding, formal notice or investigation against any Obligor by any Sanctions Authority with respect to Sanctions; and(g)Â Â Â a any matter or development that has had or could reasonably be expected to have a Material Adverse Effect.65Â Â Â A Each notice delivered under this Section shall be accompanied by a statement of a Responsible Officer of the Borrowers setting forth the details of the occurrence requiring such notice and stating what action the Borrowers have taken and proposes to take with respect thereto.SECTION 5.04Â Â Â A Preservation of Existence, Etc. The Obligors will, (a)Â Â Â preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization except in a transaction permitted by SectionÂ 6.03 or 6.04; (b)Â Â Â take all reasonable action to maintain all rights, licenses, permits, privileges and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c)Â Â Â preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation of which could reasonably be expected to have a Material Adverse Effect.SECTION 5.05Â Â Â A Maintenance of Properties. Except as expressly provided herein, the Borrowers will, (a)Â Â Â maintain, preserve and protect all of its properties and equipment necessary in the operation of its business in good working order and condition (ordinary wear and tear excepted) and (b)Â Â Â make all necessary repairs thereto and necessary renewals and replacements thereof.SECTION 5.06Â Â Â A Maintenance of Insurance. (a) Each Obligor shall maintain with financially sound and reputable insurance or reinsurance companies rated at least A- AMBest or BBB+ S&P (or any equivalent notation from equivalent agency), insurance on all its properties and against all such risks and in at least such amounts as are usually insured against by companies of established reputation engaged in the same or similar business from time to time. (b)Â Â Â a Each of the Borrowers shall comply with each of the insurance requirements set forth in Schedule 5.06(b).SECTION 5.07Â Â Â A Payment of Obligations. Each Obligor will, and will cause each of its Subsidiaries to, pay, discharge or otherwise satisfy as the same shall become due and payable, all of its obligations and liabilities, including Tax liabilities, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by such Obligor or such Subsidiary, except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.SECTION 5.08Â Â Â A Compliance with Laws. Each Obligor will, and will cause each of its Subsidiaries to, comply with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.SECTION 5.09Â Â Â A Environmental Matters. Each Obligor will comply in all material respects with all Environmental Laws applicable to the ownership or use of any Vessel or property now or hereafter owned or operated by such Obligor, pay or cause to be paid within a reasonable time period all costs and expenses incurred in connection with such compliance (except to the extent being contested in good faith), and keep or cause to be kept all such Vessel or property free and clear of any Liens imposed pursuant to such Environmental Laws. No Obligor will generate, use, treat, store, release or dispose of, or permit the generation, use, treatment, storage, release or disposal of, Hazardous Materials on or from any Vessel or property now or hereafter owned or operated or occupied by such Obligor, or transport or permit the transportation of Hazardous Materials to or from any ports or property, except in each case in material compliance with all applicable Environmental Laws and as reasonably required by the trade in 66Â Â Â a connection with the operation, use and maintenance of any such property or otherwise in connection with their businesses.SECTION 5.10Â Â Â A Books and Records; Inspections. The Parent Guarantor will, and will cause each of its Subsidiaries to, keep proper books of record and account in which full, true and correct entries, in conformity in all material respects with generally accepted accounting principles and all requirements of law, shall be made of all dealings and transactions in relation to its business. The Parent Guarantor will, and will cause each of its Subsidiaries to, permit officers and designated representatives of the Administrative Agent and the Lenders as a group to visit and inspect, during regular business hours and under guidance of officers of the Parent Guarantor or any Subsidiary thereof, any of the properties of the Parent Guarantor or any Subsidiary thereof, and to examine the books of account of the Parent Guarantor or any Subsidiary thereof and discuss the affairs, finances and accounts of the Parent Guarantor or any Subsidiary thereof with, and be advised as to the same by, its and their officers and independent accountants, all upon reasonable advance notice and at such reasonable times and intervals and to such reasonable extent as the Administrative Agent or the Required Lenders may request; provided that, unless an Event of Default exists and is continuing at such time, the Administrative Agent and the Lenders shall not be entitled to request more than two (2) such visitations and/or examinations in any fiscal year of the Parent Guarantor.SECTION 5.11Â Â Â A Inspection Rights. The Obligors will permit representatives and independent contractors of the Administrative Agent and Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, all at the reasonable expense of the Obligors and at such reasonable times during normal business hours and as often as may be reasonably requested; provided that, other than with respect to such visits and inspections during the continuation of an Event of Default, (a)Â Â Â only the Administrative Agent on behalf of the Lenders may exercise rights under this Section and (b)Â Â Â the Administrative Agent shall not exercise such rights more often than two times during any calendar year; provided, further, that when an Event of Default exists the Administrative Agent or Lender (or any of their respective representatives or independent contractors) may do any of the foregoing under this Section at the expense of the Borrowers and at any time during normal business hours and without advance notice.SECTION 5.12Â Â Â A Use of Proceeds. The Borrowers will use the proceeds of the Loans not in contravention of any Law or of any Loan Document, and (i) in respect of the Initial Loans, to finance the acquisition of the Initial Vessel from the Initial Vessel Intercompany Seller pursuant to the Initial Vessel Acquisition Contract, (ii) in respect of the Additional Loans, to acquire such Additional Vessel or refinance any Indebtedness relating to such Additional Vessel, and (iii) to pay costs, fees and expenses in connection with the foregoing and under this Agreement and the other Loan Documents. SECTION 5.13Â Â Â A Sanctions; Anti-Corruption Laws. (a)Â Â Â No Obligor shall (and the Obligors shall ensure that no other Relevant Person will) take any action, make any omission or use (directly or indirectly) any proceeds of the Loan, in a manner that:(i)Â Â Â a is a breach of Sanctions;(ii)Â Â Â a A causes (or will cause) a breach of Sanctions by any Relevant Person or Secured Party; and/or67Â Â Â A (iii)Â Â Â a (iii) causes any Secured Party to be involved in any complaint, claim, proceeding, formal notice, investigation or other action by any regulatory or enforcement authority or third party concerning any Sanctions.(b)Â Â Â No Obligor shall (and the Obligors shall ensure that no other Relevant Person will) take any action or make any omission that results, or is likely to result, in it or any Finance Party becoming a Restricted Party or otherwise a target of sanctions (“target of sanctions” signifying an entity or Person (“Target”) that is a target of laws, regulations or orders concerning any trade, economic or financial sanctions or embargoes by virtue of prohibitions and/or restrictions being imposed on any US person or other legal or natural person subject to the jurisdiction or authority of a US Sanctions Authority which prohibit or restrict them from them engaging in trade, business or other activities with such Target without all appropriate licenses or exemptions issued by all applicable US Sanctions Authorities).(c)Â Â Â A Each Obligor shall (and the Obligors shall ensure that each member of the Group will) maintain appropriate policies and procedures to:(i)Â Â Â a identify any risks to its business as a result of Sanctions; and(ii)Â Â Â a promote and achieve compliance with its obligations under paragraphs (a) and (b) above.(d)Â Â Â A Each Obligor will maintain in effect policies and procedures designed to promote compliance by each Obligor, its Subsidiaries, and their respective directors, officers, employees, and agents with applicable Sanctions and with the FCPA and any other applicable anti-corruption laws.SECTION 5.14Â Â Â A Collateral Maintenance Test. If the aggregate Fair Market Value of the Vessels mortgaged to the Security Trustee (evidenced by the valuations provided to the Administrative Agent pursuant to Section 5.02(b)) or 4.01(h) is less than one hundred forty percent (140%) of the aggregate Outstanding Amount of the Loans (the â€œCollateral Maintenance Testâ€), the Borrowers shall, as applicable, within fourteen (14) days of (x) the date of delivery of any valuations evidencing such breach of the Collateral Maintenance Test, or (y) receiving written notice from the Administrative Agent of such shortfall, which notice shall specify the amount thereof (which amount shall, in the absence of manifest error, be deemed to be conclusive and binding on the Borrowers), either:(A) grant additional Collateral in the form of (i) cash, or (ii) other Collateral in a form acceptable to the Lenders, in each case of sufficient value such that the Collateral Maintenance Test shall be met when adding such additional Collateral to the Fair Market Value of the Vessels; or (B) prepay the Loans outstanding in a total amount as shall result in the Borrowers regaining compliance with the Collateral Maintenance Test.Any additional Collateral provided pursuant to paragraph (A) above shall be released upon the Borrowersâ€™ request provided the Borrowers have demonstrated to the Administrative Agent that the Collateral Maintenance Test has been met without such additional Collateral for not less

than two (2) consecutive semi-annual periods. SECTION 5.15Å Å Å Vessel Covenants. Each Borrower shall:68Å Å Å Registration and Name. keep the Vessel owned by it registered in its name under the law of an Approved Flag Jurisdiction; not change the flag of a Vessel to another Approved Flag Jurisdiction without the Required Lenders’ prior written consent; not do, omit to do or allow to be done anything as a result of which such registration might be cancelled; and not change the name or port of registry on which such Vessel was registered from its name and port of registry on the Effective Date. (b)Å Å Å Repair and Classification. keep the Vessel owned by it in a good and safe condition and state of repair, consistent with first class ship ownership and management practice, so as to maintain the highest class for that Vessel with a Classification Society, free of overdue recommendations; and as to comply with all laws and regulations applicable to vessels registered under the law of such Vessel’s Approved Flag Jurisdiction or to vessels trading to any jurisdiction to which that Vessel may trade from time to time, including but not limited to the ISM Code and the ISPS Code; (c)Å Å Å Modification. not make any permanent modification or repairs to, or replacement of, the Vessel owned by it or equipment installed on that Vessel which would materially alter the structure, type or performance characteristics of that Vessel (excluding such alterations that are made in good faith in connection with the employment of the Vessel) or materially reduce its value; (d)Å Å Å Removal of Parts. not remove any material part of the Vessel owned by it, or any item of equipment installed on, that Vessel unless the part or item so removed is forthwith replaced by a suitable part or item which is in the same condition as or better condition than the part or item removed, is free from any Lien or any right in favor of any Person other than the Security Trustee and becomes on installation on that Vessel, the property of that Borrower and subject to the security constituted by the Mortgage, provided that a Borrower may install and remove equipment owned by a third party if the equipment can be removed without any risk of damage to the Vessel owned by it; (e)Å Å Å Surveys. at its sole expense, shall submit the Vessel owned by it to all periodical or other surveys which may be required for classification purposes and, if so requested by the Required Lenders, provide the Security Trustee, at that Borrower’s sole expense, with copies of all survey reports;(f)Å Å Å Inspection. permit the Security Trustee (by surveyors or other Persons appointed by it for that purpose at the cost of the Borrowers and that Borrower) to board the Vessel owned by it at all reasonable times but not more than one time per year with reasonable prior notice to the relevant Borrower to inspect its condition or to satisfy themselves about proposed or executed repairs and shall afford all proper facilities for such inspections. The Security Trustee shall ensure that the operation of that Vessel is not adversely affected as a result of such inspections; (g)Å Å Å Prevention and release from arrest. promptly discharge (and in the case of (i), (ii) and (iii) below, prior to the due date therefor):(i)Å Å Å all liabilities which give or may give rise to mortgage or possessory liens on or claims enforceable against the Vessel owned by it, or any Vessel’s Earnings or Insurances;(ii)Å Å Å all taxes, dues and other amounts charged in respect of the Vessel owned by it, the Earnings or the Insurances; (iii)Å Å Å all other accounts payable whatsoever in respect of the Vessel owned by it, the Earnings or the Insurances; and69Å Å Å (iv)Å Å Å a forthwith and in any event within forty five (45) days upon receiving notice of the arrest of the Vessel owned by it, or of its detention in exercise or purported exercise of any lien or claim, that Borrower shall procure its release by providing bail or otherwise as the circumstances may require; (h)Å Å Å Compliance with laws. (i) comply, or procure compliance with, all laws or regulations relating to its business generally or relating to the ownership, employment, operation and management of the Vessel owned by it, including but not limited to the ISM Code, the ISPS Code, all Environmental Laws and all Sanctions; (ii) in the event of hostilities in any part of the world (whether war is declared or not), not cause or permit any Vessel owned by it to enter or trade to any zone which is declared a “Listed Area” by Lloyd’s Market Association Joint War Committee (or equivalent) unless the prior written consent of the Required Lenders has been given, and that Borrower has (at its expense) effected any special, additional or modified insurance cover which the Required Lenders or the relevant insurers, brokers and / or war risks and protection and indemnity associations for that Vessel may require; and (iii) procure that:(i)Å Å Å each Vessel owned by it is not (directly or indirectly) used by or for the benefit of a Restricted Party (including, but not limited to selling, chartering or leasing to a Restricted Party) in breach of applicable Sanctions, or in trading to or from, or otherwise calling at any port of, a Restricted Jurisdiction in breach of applicable Sanctions; (ii)Å Å Å each Vessel owned by it is not (directly or indirectly) used in any manner contrary to Sanctions, or in a manner that creates a risk that an Obligor or a Secured Party would become a Restricted Party or the Vessel would become the subject of Sanctions; and(iii)Å Å Å without prejudice to any of the above provisions of this Section 5.15(h), procure that each charterparty in respect of each Vessel owned by it contains, for the benefit of the Borrower, language which gives effect to the provisions of Section 5.15(h).(i)Å Å Å Provision of information. promptly provide the Security Trustee with any information which the Required Lenders reasonably request regarding (i) the Vessel owned by it, its employment, position and engagements; (ii) the Earnings and payments and amounts due to that Vessel’s master and crew; (iii) any expenses incurred, or likely to be incurred, in connection with the operation, maintenance or repair of that Vessel and any payments made in respect of that Vessel; (iv) any towages and salvages; and (v) that Borrower’s and the Approved Manager’s and that Vessel’s compliance with the ISM Code and the ISPS Code; and further, upon the Security Trustee’s request, provide copies of any current Charter relating to that Vessel and copies of the Approved Manager’s Document of Compliance;(j)Å Å Å Notifications. immediately notify the Security Trustee of (i) any casualty which is or is likely to be or to become a Major Casualty; any occurrence as a result of which the Vessel owned by it has become or is, by the passing of time or otherwise, likely to become a Total Loss; any requirement or condition made by any insurer or classification society or by any competent authority which is not complied with within the specified time; any arrest or detention of the Vessel owned by it, any exercise or purported exercise of any Security Interest on that Vessel or the Earnings or any requisition of that Vessel for hire; any intended dry docking of the Vessel owned by it; any Environmental Claim made against that Borrower or in connection with the Vessel owned by it; any claim for breach of the ISM Code or the ISPS Code being made against that Borrower, the Approved Manager following an Borrower becoming aware of the same or otherwise in connection with the Vessel owned by it; or any other matter, event or incident, actual or threatened, the effect of which will or could lead to the 70Å Å Å ISM Code or the ISPS Code not being complied with; and that Borrower shall keep the Security Trustee advised in writing on a regular basis and in such detail if the Security Trustee reasonably requires of that Borrower’s, an Approved Manager’s or any other Person’s response to any of those events or matters.(k)Å Å Å Restrictions on chartering; appointment of managers. not: (i)Å Å Å let the Vessel owned by it on demise or bareboat charter for any period, without the prior written consent of the Required Lenders;(ii)Å Å Å charter the Vessel owned by it otherwise than on bona fide arm’s length terms at the time when that Vessel is fixed, provided that it is hereby agreed that the Initial Vessel Intercompany Charter is on arms-length terms; (iii)Å Å Å appoint a manager of the Vessel owned by it other than an Approved Manager or agree to any alteration to the terms or termination of any Approved Management Agreement; (iv)Å Å Å de-activate or lay up the Vessel owned by it; (v)Å Å Å change the classification Society of the Vessel owned by it to another Approved Classification Society without the prior written consent of the Required Lenders; or(vi)Å Å Å in the case of a Borrower, charter in any vessel from a third party;(l)Å Å Å Vessel Earnings. Ensure that, subject only to the provisions of the Assignments of Earnings, that all the Earnings are paid to the respective Earnings Account.(m)Å Å Å Copies of Charters; Assignment of Charter. promptly (i) furnish to the Agents a true and complete copy of any Charter for the Vessel owned by it, all other documents related thereto and a true and complete copy of each material amendment or other modification thereof; and (ii) in respect of any such Charter, execute and deliver to the Agents an Assignment of Charter.(n)Å Å Å Notice of Mortgage. keep the Mortgage registered against the Vessel owned by it as a valid first preferred or first priority mortgage, as the case may be, carry on board that Vessel a certified copy of the Mortgage and place and maintain in a conspicuous place in the navigation room and the Master’s cabin of that Vessel a framed printed notice stating that such Vessel is mortgaged by that Borrower to the Security Trustee.(o)Å Å Å Green Passport. procure that upon any Vessel obtaining a Green Passport, deliver a copy to the Administrative Agent.(p)Å Å Å Inventory of Hazardous Materials. procure that each Borrower maintains an Inventory of Hazardous Materials in respect of its Vessel.(q)Å Å Å Green Scrapping. in the event that a Borrower undertakes to dismantle a Vessel (or to sell such Vessel with the intention of it being dismantled) with the prior written consent of the Administrative Agent, it shall comply with the Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships, 2009 and to the extent applicable, United States laws, as well as any other applicable vessel dismantling conventions on safe, sustainable, and socially and environmentally responsible dismantling of such Vessel that is taken out of service.71Å Å Å SECTION 5.16Å Å Å Ownership. The Parent Guarantor will directly or indirectly own 100% of the Equity Interests in each Subsidiary Guarantor and Borrower; provided that an Obligor whose Equity Interests are not subject to a Share Pledge hereunder may be permitted to have a change in direct ownership which does not conflict with this Section 5.17 with the prior written consent of the Lenders (such consent not to be unreasonably withheld or delayed, and it being agreed that a Lender would not be acting unreasonably if such consent is not provided on account of a failure to meet the Lender’s KYC requirements). SECTION 5.17Å Å Å Additional Guarantors. The Obligors shall cause each Subsidiary of the Parent Guarantor which directly or indirectly owns or acquires Equity Interests of a Borrower after the Effective Date to execute and deliver to the Security Trustee on its date of formation or acquisition (or, in each case, such longer period as the Required Lenders may agree), (A) a Joinder Agreement, pursuant to which such Subsidiary shall be made a party to this Agreement as a Guarantor, (B) such opinion of counsel as the Security Trustee may reasonably request, and (C) such other agreements, instruments, approvals, constitutional documents, corporate authorizations or other documents reasonably requested by the Agents in order to effect the intent that such Subsidiary shall become bound by all of the terms, covenants and agreements contained in the Loan Documents that are applicable to the Guarantors. ARTICLE VINEGATIVE COVENANTSUntil the Commitments have expired or been terminated, all Obligations shall have been paid in full, each of the Obligors covenants and agrees with the Administrative Agent and the Lenders that:SECTION 6.01Å Å Å Indebtedness. No Borrower will create, incur, assume or suffer to exist any Indebtedness, except (collectively, “Permitted Indebtedness”):(a)Å Å Å Indebtedness incurred under the Loan Documents; (b)Å Å Å Subordinated Liabilities; (c)Å Å Å Hedging Obligations which (1) are Secured Hedging Obligations or (2) satisfy the requirements of Section 6.15; (d)Å Å Å Existing Obligations which are repaid in full on the relevant Borrowing Date on which the Lenders make a Loan to such Borrower.SECTION 6.02Å Å Å Liens. The Obligors will not create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following (collectively, “Permitted Liens”):(a)Å Å Å with respect to the Obligors other than the Borrowers, Liens over any assets, property or revenues which do not constitute Collateral;(b)Å Å Å Liens initially granted by the Initial Vessel Intercompany Seller and incurred under the Existing Credit Documents which are released in full on the Closing Date;72Å Å Å (c)Å Å Å the Liens granted under the Security Documents;(d)Å Å Å any netting or set-off arrangement entered into by a Borrower in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;(e)Å Å Å Liens for unpaid master’s wages and crew’s wages in accordance with usual maritime practice;(f)Å Å Å Liens for salvage;(g)Å Å Å Liens for master’s disbursements incurred in the ordinary course of trading; (h)Å Å Å Liens arising by operation of law for not more than two (2) months’ prepaid hire under any charter or other contract of employment in relation to a Vessel not otherwise prohibited by this Agreement;(i)Å Å Å Liens arising by operation of law in respect of Taxes which are not overdue for payment or which are being contested in good faith by appropriate steps and in respect of which appropriate reserves have been made; and(j)Å Å Å any other Liens arising by operation of law in the ordinary course of the operation, repair or maintenance of any Vessel and not as a result of any default or omission by any Obligor, and subject, in the case of liens for repair or maintenance, to the terms of this Agreement.SECTION 6.03Å Å Å Fundamental Changes. No Obligor shall merge, dissolve, liquidate, consolidate with or into another Person, enter into any merger, de-merger, amalgamation or corporate reconstruction, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (save for any Disposition of a Vessel in compliance with Section 2.06(b)) (whether now owned or hereafter acquired) to or in favor of any Person.SECTION 6.04Å Å Å Dispositions. The Borrowers shall not make any Disposition or enter into any agreement to make any Disposition, except a Disposition in the ordinary course of business of assets (other than a Vessel) or a Disposition of a Vessel in compliance with Section 2.06(b).SECTION 6.05Å Å Å Investments. The Borrowers shall not make any loans, guarantees or other form of financial support.SECTION 6.06Å Å Å Transactions with Affiliates. The Obligors shall not enter into any transaction with an Affiliate except for transactions on an arm’s length basis. SECTION 6.07Å Å Å Reserved. SECTION 6.08Å Å Å Dividends and Distributions. No Obligor shall directly or indirectly declare or pay any dividend or make any distribution on account of its Equity Interests unless: (a) no Default or Event of Default has occurred and is continuing or would occur as a result of such dividend or distribution, and (b) after giving effect to such dividend or distribution, the Parent Guarantor and the Borrowers shall be in proforma compliance with the financial covenants provided for under Section 6.12; provided however that any Subsidiary Guarantor may make a dividend or distribution to another Subsidiary Guarantor or the Parent Guarantor at any time.73Å Å Å SECTION 6.09Å Å Å Equity Interests. No Borrower shall (i) purchase, cancel, redeem or retire any of its Equity Interests, (ii) increase or reduce its authorized Equity Interests; or (iii) issue any additional Equity Interests except to the extent such new Equity Interests are made subject to the terms of a Share Pledge immediately upon the issue thereof in a manner satisfactory to the Administrative Agent.SECTION 6.10Å Å Å Change of Business. The Obligors shall not make any substantial change to the general nature of the business of the Parent Guarantor or the other Obligors from that carried on as at the Effective Date, other than those businesses conducted by the such Obligor on the date hereof or any business reasonably related or incidental thereto or representing a reasonable expansion thereof, without the prior consent of the Required Lenders (not to be unreasonably withheld or delayed); provided that no Borrowers for so long as it owns a Vessel shall change the nature of its business or commence any business other than in connection with, or for the purpose of, owning, managing, chartering and operating the Vessel owned by it and such other business ancillary or incidental thereto.SECTION 6.11Å Å Å Restriction on Use of Proceeds. The Borrowers will not use the proceeds of any Loan, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry Margin Stock, or to extend credit to others for the purpose of purchasing or carrying Margin Stock or to refund indebtedness originally incurred for such purpose.SECTION 6.12Å Å Å Financial Covenants.(a)Å Å Å Leverage Ratio. The Parent Guarantor shall maintain a Consolidated Leverage Ratio of not more than 200%. (b)Å Å Å Debt Service Coverage Ratio. The Parent Guarantor shall maintain at all times a Consolidated Debt Service Coverage Ratio of not less than 115% (on a rolling four quarter basis, tested as of the last day of each fiscal quarter).(c)Å Å Å Minimum Liquidity. The Parent Guarantor shall maintain a Consolidated Liquidity, including all amounts on deposit with any bank, of not less than \$18,000,000.(d)Å Å Å Net Worth. The Parent Guarantor shall maintain a Consolidated Net Worth of not less than \$52,250,000. (e)Å Å Å Borrower Liquidity. Each Borrower shall maintain at all times an aggregate amount of not less than \$375,000 per Vessel owned by such Borrower in its Earnings Account held with DNB Bank ASA, New York Branch on a freely available and unencumbered basis. SECTION 6.13Å Å Å Anti-Corruption; Use of Proceeds. The Borrowers will not, directly or indirectly, use the proceeds of the Loans, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other Person, in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of the FCPA or any other applicable anti-corruption law. SECTION 6.14Å Å Å Accounts. No Borrower shall open any account other than the Earnings Accounts.SECTION 6.15Å Å Å Permitted Hedging Agreements. No Obligor (other than the Borrowers) shall enter into any Hedging Agreements relating to the Loan Facility and no Borrower shall enter into any Hedging Agreements, in each case other than pursuant to Secured Hedging Agreements.74Å Å Å ARTICLE VIIEVENTS OF DEFAULTSECTION 7.01Å Å Å Events of Default. The occurrence of any of the following events shall constitute an “Event of Default”:(a)Å Å Å Non-Payment. Any payment of principal, interest, fees or other amounts payable pursuant to this Agreement or any Loan Document is not made on the due date thereof, unless such failure is caused by an administrative or technical error and payment is made within three (3) Business Days of its due date.(b)Å Å Å Representations. Any representation, warranty or other statement made by any Obligor in (i) this Agreement, (ii) any of the other Loan Documents or (iii) any other instrument, document or other agreement delivered in connection herewith or therewith, proves to have been untrue or misleading in any material respect when made or deemed made; or(c)Å Å Å Impossibility; Illegality. It becomes impossible or unlawful for any Obligor to fulfill any of its covenants or obligations under any Loan Document or for any Secured Party to exercise any of the rights vested in it under any Loan Document, and such impossibility or illegality in the opinion of the Required Lenders will give rise to a Material Adverse Effect; or(d)Å Å Å Certain Covenants. (i) Any Obligor defaults in the performance or observance of any covenant contained in Sections 5.01 (Financial Statements), 5.06 (Maintenance of Insurance), 5.08 (Compliance with Laws), 5.09 (Environmental Matters), 5.13 (Sanctions), 5.14 (Collateral Maintenance Test), 5.15(a) (Registration and Name), 5.15(h) (Compliance with Laws) or Article VI (Negative Covenants) of this Agreement; or(e)Å Å Å Other Provisions. Any Obligor defaults in the performance of any term, covenant or agreement contained in any Loan Document to which it is a party or in any other instrument, document or other agreement delivered by it in connection herewith or therewith, in each case other than an Event of Default referred to elsewhere in this Section 7.01, or there occurs any other event which constitutes a default by any Obligor under any Loan Document to which it is a party and in each case such default which is capable of remedy continues unremedied for a period of ten (10) Business Days after the earlier of (i) knowledge thereof by a Responsible Officer or the board of directors (or equivalent) of any Obligor or (ii) the Borrowers having been notified thereof in writing by the Administrative Agent, in each case other than an Event of Default referred to elsewhere in this Section 7.01; or(f)Å Å Å Indebtedness. (i) Any default occurs in the payment when due (after giving effect to applicable

notice and cure periods) of any Indebtedness of an Obligor, or (ii) any other default occurs in respect of any Indebtedness of an Obligor, the effect of which default is to cause, or to permit the holder or holders of such Indebtedness to beneficiary or beneficiaries thereof (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness or indebtedness to become due prior to its stated maturity, and, in either case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been such payment default or other default, exceeds \$10,000,000 (in the case of the Obligors other than the Borrowers) or \$500,000 (in the case of the Borrowers); or (g)A A A Other Agreements. There is Indebtedness of or payment obligations by a member of the Group, under any agreement to which an Obligor is a party with a third party or parties, and (a) any 75A A A A default resulting in a right by such third party or parties, whether or not exercised, to accelerate the maturity of any Indebtedness in an amount individually or in the aggregate in excess of Ten Million Dollars (\$10,000,000) (in the case of the Obligors other than the Borrowers) or \$500,000 (in the case of the Borrowers); or (b) any default by the Parent Guarantor or any of its Subsidiaries, the result of which could reasonably be expected to result in a Material Adverse Effect. For the avoidance of doubt, a default for purposes of this Section 7.01(g), shall include (but is not limited to) any payment default or an acceleration of maturity; or(h)A A A Bankruptcy. (i)A A A Any Obligor shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, administration or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, moratorium or other relief with respect to it or its debts, or (B) seeking appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager, receiver manager, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or any Obligor shall make a general assignment for the benefit of its creditors; or (ii)A A A there shall be commenced against any Obligor any case, proceeding or other action of a nature referred to in clause (i) above, which is not in the opinion of the Required Lenders frivolous or vexatious, and which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of twenty five (25) Business Days and the relevant Obligor does not take the appropriate means to dismiss, discharge, or bond such action within fifteen (15) Business Days; or (iii)A A A there shall be commenced against any Obligor thereof any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which is not in the opinion of the Required Lenders frivolous or vexatious, and which action the relevant Obligor shall not have taken the appropriate means to discharge, stay or dismiss within fifteen (15) Business Days from entry thereof, and which further has not been vacated, discharged, or stayed or bonded pending appeal within twenty five (25) Business Days from the entry thereof; or (iv)A A A any Obligor shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; (v)A A A A any Obligor shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due, or a moratorium shall be declared in respect of any material Indebtedness of such Obligor; or (vi)A A A A any Obligor shall make a general assignment for the benefit of creditors; or(i)A A A A Certain ERISA Transactions. (i) An ERISA Event has occurred or exists that, in the reasonable opinion of the Required Lenders, when taken together with all other ERISA Events that have occurred or exist, could reasonably be expected to result in liabilities of, or a Lien on any assets of, the Obligors and Subsidiaries thereof of \$5,000,000 or more; (ii) an instance of non-compliance with ERISA, the Code or any other applicable requirement of Law shall have occurred with respect to any 76A A A Plan, Benefit Plan, Foreign Plan, Multiemployer Plan, Multiple Employer Plan, Pension Plan or an ERISA Event, shall exist or occur that, in the reasonable opinion of the Required Lenders, when taken together with all other such instances of non-compliance with ERISA, the Code or any other applicable requirement of Law shall have occurred with respect to any Plan, Benefit Plan, Foreign Plan, Multiemployer Plan, Multiple Employer Plan, Pension Plan or an ERISA Event that exist or have occurred, or could reasonably be expected to exist or occur, could reasonably be expected to result in a Material Adverse Effect; or (iii)A A A any of the Obligors or Subsidiaries becomes a benefit plan investor within the meaning of Section 3(42) of ERISA; or(j)A A A A Judgments and Decrees; Litigation. (i) Any judgment, order or decree is made the effect whereof would be to render invalid this Agreement or any other Loan Document or any material provision thereof or any Obligor asserts in writing that any such agreement or provision thereof is invalid; a judgment or decree (other than disclosed litigation under Section 3.06 hereof) shall be entered against any Obligor for an aggregate liability (net of amounts paid or covered by insurance) of \$10,000,000 (in the case of the Obligors other than the Borrowers) or \$500,000 (in the case of the Borrowers) or more and such judgment or decree shall not have been vacated, discharged, stayed or bonded pending appeal for a period of sixty (60) consecutive days from the entry thereof, or (ii) any Obligor is subject to any litigation which has or is reasonably expected to result in a Material Adverse Effect; or(k)A A A A Invalidity of Loan Documents or Liens; Unlawfulness. (i) Any Loan Document or any material provision thereof shall cease, for any reason, to be in full force and effect (other than by reason of a release of any Collateral in accordance with the terms hereof or thereof or the satisfaction in full of the obligations in accordance with the terms hereof or thereof), or any action or suit at law or in equity or other legal proceeding to cancel, revoke or rescind any Loan Document or any material provision thereof shall be commenced by or on behalf of any Obligor or any Governmental Authority, (ii) the Lien created in any Collateral in any of the Security Documents shall cease to be enforceable and of the same effect and priority (subject to Permitted Liens) purported to be created thereby, or (iii) it becomes unlawful or impossible for any Obligor to discharge any liability under a Loan Document or to comply with any other obligation which the Required Lenders reasonably consider material under a Loan Document; or(l)A A A A Business Suspended; Termination of Operations. Any Obligor shall be enjoined, restrained or in any way prevented by the order of any court or any Governmental Authority from conducting a material part of its business and such order shall continue in effect for more than forty-five (45) consecutive days, or any Obligor otherwise ceases its operations or sells or otherwise disposes of all or substantially all of its assets or all or substantially all of the assets thereof are seized or otherwise appropriated; or(m)A A A A Change of Control; Delisting Event. The occurrence of a Change of Control or Delisting Event;(n)A A A A Material Adverse Effect. A Material Adverse Effect occurs with respect to any Obligor or any Collateral;then, and in every such event (other than an event with respect to the Borrowers described in clauseA (i) of this Section), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrowers, take any or all of the following actions, at the same or different times:77A A A A (i)A A A A terminate the Commitments, and thereupon the Commitments shall terminate immediately;(ii)A A A A declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other Obligations of the Borrowers accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers; (iii)A A A A exercise on behalf of itself, the Lenders all rights and remedies available to it, the Lenders under the Loan Documents and Applicable Law;provided that, in case of any event described in clause (h) of this Section, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other Obligations accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers.SECTION 7.02A A A A Application of Payments. Notwithstanding anything herein to the contrary, following the occurrence and during the continuance of an Event of Default, and notice thereof to the Administrative Agent by the Borrowers or the Required Lenders, subject to Section 2.20, all and payments and proceeds received by the Security Trustee in respect of any sale of, collection from or other realization upon all or any part of the Collateral, pursuant to the exercise by the Security Trustee of its remedies, or from any mortgagee's interest insurance required pursuant to Section 5.06, shall be applied, in full or in part, together with any other sums then held by or distributed or paid to the Security Trustee or the Administrative Agent pursuant to this Agreement or any other Loan Document (including as a result of any exercise of any right or remedy hereunder or thereunder), promptly by the Administrative Agent as follows:(i)A A A A first, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees and disbursements and other charges of counsel payable under SectionA 9.03 and amounts payable under a Fee Letter) payable to the Agents in their capacity as such in accordance with the respective amounts thereof then due and payable;(ii)A A A A second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts payable to the Lenders (including fees and disbursements and other charges of counsel payable under SectionA 9.03) arising under the Loan Documents, ratably among them in proportion to the respective amounts described in this clauseA (ii) payable to them;(iii)A A A A third, to payment of that portion of the Obligations constituting interest on the Loans, ratably among the Lenders in proportion to the respective amounts described in this clauseA (iii) payable to them;(iv)A A A A fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans and Hedging Obligations, ratably among the Lenders in proportion to the respective amounts described in this clauseA (iv) payable to them;78A A A A (v)A A A A fifth, to the payment in full of all other Obligations, in each case ratably among the Agents and the Lenders based upon the respective aggregate amounts of all such Obligations owing to them in accordance with the respective amounts thereof then due and payable; and(vi)A A A A finally, the balance, if any, after all Obligations have been indefeasibly paid in full, to the Borrowers or as otherwise required by Law.ARTICLE VIIADMINISTRATIVE AGENT AND SECURITY TRUSTEESECTION 8.01A A A A Appointment and Authority. (a) Each of the Lenders hereby irrevocably appoints DNB Bank ASA, New York Branch to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. Except as otherwise provided in SectionA 8.06(b), the provisions of this Article are solely for the benefit of the Administrative Agent and the Lenders, and the Borrowers shall not have rights as a third-party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any Applicable Law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.(b) Each of the Lenders and other Secured Parties (by their acceptance of the benefits hereof and of the other Loan Documents) hereby appoints and authorizes (with a right of revocation) the Security Trustee to act as security trustee hereunder and under the other Loan Documents (other than any Notes) with such powers as are specifically delegated to the Security Trustee by the terms of this Agreement and such other Loan Documents, together with such other powers as are reasonably incidental thereto. To secure the payment of all sums of money from time to time owing to the Secured Parties under the Loan Documents and the Secured Hedging Agreements, and the performance of the covenants of the Borrowers and any other Obligor herein and therein contained, and in consideration of the premises and of the covenants herein contained and of the extensions of credit by the Lenders, the Security Trustee does hereby declare that it will hold as security trustee in trust for the benefit of the Secured Parties, from and after the execution and delivery thereof, all of its right, title and interest as mortgagee in, to and under the Mortgages and its right, title and interest as assignee and secured party under the other Loan Documents (the right, title and interest of the Security Trustee in and to the property, rights and privileges described above, from and after the execution and delivery thereof, and all property hereafter specifically subjected to the security interest created hereby and by the Loan Documents by any amendment hereto or thereto are herein collectively called the "Estate"); TO HAVE AND TO HOLD the Estate unto the Security Trustee and its successors and assigns forever, BUT IN TRUST, NEVERTHELESS, for the equal and proportionate benefit and security of the Secured Parties and their respective successors and assigns without any priority of any one over any other, UPON THE CONDITION that, unless and until an Event of Default under this Agreement shall have occurred and be continuing, the relevant Obligor shall be permitted, to the exclusion of the Security Trustee, to possess and use the Vessels and the other property comprising the Estate. IT IS HEREBY COVENANTED, DECLARED AND AGREED that all property subject or to become subject hereto is to be held, subject to the further covenants, conditions, uses and 79A A A A trusts hereinafter set forth, and each Obligor, for itself and its respective successors and assigns, hereby covenants and agrees to and with the Security Trustee and its successors in said trust, for the equal and proportionate benefit and security of the Secured Parties as hereinafter set forth. The Security Trustee hereby accepts the trusts imposed upon it as Security Trustee by this Agreement, and the Security Trustee covenants and agrees to perform the same as herein expressed and agrees to receive and disburse all monies constituting part of the Estate in accordance with the terms hereof.SECTION 8.02A A A A Rights as a Lender. If applicable, the Person serving as an Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not an Agent, and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as an Agent hereunder in its individual capacity. Such Person and its branches and Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for, and generally engage in any kind of business with, the Borrowers or any Subsidiary or other Affiliate thereof as if such Person were not an Agent hereunder and without any duty to account therefor to the Lenders.SECTION 8.03A A A A Exculpatory Provisions.(a)A A A A Each Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, each Agent:(i)A A A A shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;(ii)A A A A shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that such Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that each Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Agent to liability or that is contrary to any Loan Document or Applicable Law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; and(iii)A A A A shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to a Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as an Agent or any of its branches or Affiliates in any capacity. (b)A A A A Neither Agent shall be liable for any action taken or not taken by it (i)A with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as such Agent shall believe in good faith shall be necessary, under the circumstances as provided in SectionsA 7.01 and 9.02), or (ii)A in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and non-appealable judgment. Each Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to such Agent in writing by the Borrowers or a Lender.80A A A A (c)A A A A Neither Agent shall be responsible for or have any duty to ascertain or inquire into (i)A any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii)A the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii)A the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv)A the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or (v)A the satisfaction of any condition set forth in ArticleA IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to such Agent.SECTION 8.04A A A A Reliance by Agents. Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. Each Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. Each Agent may consult with legal counsel (who may be counsel for the Borrowers), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.SECTION 8.05A A A A Delegation of Duties. Each Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by such Agent. Each Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of each Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of any Facility as well as activities as each Agent. Neither Agent shall be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines

in a final and non-appealable judgment that such Agent acted with gross negligence or willful misconduct in the selection of such sub-agents. SECTION 8.06A A A Resignation. (a) A A A Each Agent may at any time give notice of its resignation to the Lenders and the Borrowers. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrowers, to appoint a successor, which shall be a bank or another institution regularly engaged in agency activities. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30A days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Agent may (but shall not be obligated to), on behalf of the Lenders, appoint a successor Agent meeting the qualifications set forth above; provided that in no event shall any such successor Agent be a Defaulting Lender. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date. Any successor Agent shall be entitled to receive payments free from US federal withholding Tax imposed by FATCA and comply with all FATCA rules in force. 81A A A (b) A A A If the Person serving as an Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, the Required Lenders may, to the extent permitted by Applicable Law, by notice in writing to the Borrowers and such Person remove such Person as an Agent and, in consultation with the Borrowers, appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30A days (or such earlier day as shall be agreed by the Required Lenders) (the "Removal Effective Date"), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date. (c) A A A With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (i) A the retiring or removed Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (ii) A except for any indemnity payments owed to the retiring or removed Agent, all payments, communications and determinations provided to be made by, to or through such Agent shall instead be made by or to each Lender directly, until such time, if any, as the Required Lenders appoint a successor Agent as provided for above. Upon the acceptance of a successor's appointment as Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring or removed Agent (other than any rights to indemnity payments owed to the retiring or removed Agent), and the retiring or removed Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. The fees payable by the Borrowers to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After the retiring or removed Agent's resignation or removal hereunder and under the other Loan Documents, the provisions of this Article and Section 9.03 shall continue in effect for the benefit of such retiring or removed Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Agent was acting as Agent. SECTION 8.07A A A Non-Reliance on Agents and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon any Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon any Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder. Each Lender represents and warrants that (i) the Loan Documents set forth the terms of a commercial lending facility and certain other facilities set forth herein and (ii) it is engaged in making, acquiring or holding commercial loans or providing other similar facilities in the ordinary course and is entering into this Agreement as a Lender for the purpose of making, acquiring or holding commercial loans and providing other facilities set forth herein as may be applicable to such Lender, and not for the purpose of purchasing, acquiring or holding any other type of financial instrument, and each Lender agrees not to assert a claim in contravention of the foregoing. Each Lender represents and warrants that it is sophisticated with respect to decisions to make, acquire or hold commercial loans, issue or participate in letters of credit and to provide other facilities set forth herein, as may be applicable to such Lender, and either it, or the Person exercising discretion in making its decision to make, acquire or hold such commercial loans, issue or participate in letters of credit or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans, issue or participate in letters of credit or providing such other facilities. SECTION 8.08A A A Reserved. 82A A A SECTION 8.09A A A Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to the Borrowers, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrowers) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise: (a) A A to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Section 9.03) allowed in such judicial proceeding; and (b) A A to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and any custodian, receiver, assignee, trustee, liquidator, sequester or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Section 9.03. SECTION 8.10A A A Certain ERISA Matters. (a) A A A Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrowers, that at least one of the following is and will be true: (i) A A A such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments or this Agreement, (ii) A A A the prohibited transaction exemption set forth in one or more PTEs, such as PTE 84-11 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-19 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable so as to exempt from the prohibitions of Section 406 of ERISA and Section 4975 of the Code such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, or 83A A A (iii) A A A such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender. (b) A A A In addition, if a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iii) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrowers, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto). SECTION 8.11A A A Collateral Matters. (a) A Each Lender authorizes and directs the Security Trustee to enter into the Security Documents for the benefit of the Lenders and the other Secured Parties. Each Lender hereby agrees, and each holder of any Note by the acceptance thereof will be deemed to agree, that, except as otherwise set forth herein, any action taken by the Required Lenders in accordance with the provisions of this Agreement or the Security Documents, and the exercise by the Required 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. The Security Trustee is hereby authorized on behalf of all of the Lenders, without the necessity of any notice to or further consent from any Lender, from time to time prior to, or during, an Event of Default, to take any action with respect to any Collateral or Security Documents which may be necessary to perfect and maintain perfected the security interest in and Liens upon the Collateral granted pursuant to the Security Documents. (b) A A A The Lenders hereby authorize the Security Trustee, at its option and in its discretion, to release any Lien on any property granted to or held by the Security Trustee under any Loan Document (i) upon termination of all Commitments and payment and satisfaction in full of the Obligations (other than contingent indemnification obligations) at any time arising under or in respect of this Agreement or the Loan Documents or the transactions contemplated hereby or thereby, (ii) that is sold or otherwise disposed of (to Persons other than the Borrowers) upon the sale or other disposition thereof in compliance with Section 2.08, provided that the requirements thereof are satisfied by the relevant Obligor, and (iii) if approved, authorized or ratified in writing by the Required Lenders (or all of the Lenders to the extent required hereunder) or (v) as otherwise may be expressly provided in the relevant Security Documents. Upon request by the Administrative Agent at any time, the Lenders will confirm in writing the Security Trustee's authority to release its interest in particular types or items of Collateral pursuant to this Section 8.11. (c) A A A The Security Trustee shall have no obligation whatsoever to the Lenders or to any other Person to assure that the Collateral exists or is owned by any Obligor or is cared for, protected or insured or that the Liens granted to the Security Trustee herein or pursuant hereto have been properly or sufficiently or lawfully created, perfected, protected or enforced or are entitled to any particular priority, or to exercise or to continue exercising at all or in any manner or under any duty of care, disclosure or fidelity any of the rights, authorities and powers granted or available to the Security Trustee in this Section 8.11 or in any of the Security Documents, it being understood and agreed that in respect of the Collateral, or any act, omission or event related thereto, the Security Trustee shall have no duty or liability whatsoever to the Lenders, except for its gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision). 84A A A (d) A A A (i) A A A The other Secured Parties shall not have any right whatsoever to do any of the following: (A) exercise any rights or remedies with respect to the Collateral or to direct any Agent to do the same, including, without limitation, the right to (1) enforce any Liens or sell or otherwise foreclose on any portion of the Collateral, (2) request any action, institute any proceedings, exercise any voting rights, give any instructions, make any election or make collections with respect to all or any portion of the Collateral or (3) release any Obligor under any Loan Document or release any Collateral from the Liens of any Security Document or consent to or otherwise approve any such release; (B) demand, accept or obtain any Lien on any Collateral (except for Liens arising under, and subject to the terms of, the Loan Documents); (C) vote in any case concerning any Obligor under the Bankruptcy Code or any other proceeding under any reorganization, arrangement, adjudication of debt, relief of debtors, dissolution, insolvency, liquidation or similar proceeding in respect of the Obligors or any of their respective Subsidiaries (any such proceeding, for purposes of this clause (d)(i), a "Bankruptcy Proceeding") with respect to, or take any other actions concerning the Collateral; (D) receive any proceeds from any sale, transfer or other disposition of any of the Collateral (except in accordance with this Agreement); (E) oppose any sale, transfer or other disposition of the Collateral; (F) object to any debtor-in-possession financing in any Bankruptcy Proceeding which is provided by one or more Lenders among others (including on a priming basis under Section 364(d) of the Bankruptcy Code); (G) object to the use of cash collateral in respect of the Collateral in any Bankruptcy Proceeding; or (H) seek, or object to the Lenders or any Agent seeking on an equal and ratable basis, any adequate protection or relief from the automatic stay with respect to the Collateral in any Bankruptcy Proceeding. (ii) A A A Each other Secured Party, by its acceptance of the benefits of this Agreement and the other Loan Documents, agrees that in exercising rights and remedies with respect to the Collateral, the Administrative Agent, the Security Trustee and the Lenders, with the consent of the Administrative Agent and the Security Trustee, may enforce the provisions of the Loan Documents and exercise remedies thereunder (or refrain from enforcing rights and exercising remedies), all in such order and in such manner as they may determine in the exercise of their sole business judgment. Such exercise and enforcement shall include, without limitation, the rights to collect, sell, dispose of or otherwise realize upon all or any part of the Collateral, to incur expenses in connection with such collection, sale, disposition or other realization and to exercise all the rights and remedies of a secured lender under the UCC. The other Secured Parties by their acceptance of the benefits of this Agreement and the other Loan Documents hereby agree not to contest or otherwise challenge any such collection, sale, disposition or other realization of or upon all or any of the Collateral. Whether or not a Bankruptcy Proceeding has been commenced, the other Secured Parties shall be deemed to have consented to any sale or other disposition of any property, business or assets of the Obligors and the release of any or all of the Collateral from the Liens of any Security Document in connection therewith. (iii) A A A To the maximum extent permitted by law, each Secured Party waives any claim it might have against the Administrative Agent and the Security Trustee or the Lenders with respect to, or arising out of, any action or failure to act or any error of judgment, negligence, or mistake or oversight whatsoever on the part of any Agent or the Lenders or their respective directors, officers, employees or agents with respect to any exercise of rights or remedies under the Loan Documents or any transaction relating to the Collateral (including, without limitation, any such exercise described in Sections 8.02, 8.03 and 8.05) except for any such action or failure to act that constitutes willful misconduct or gross negligence of such Person. To the maximum extent permitted by applicable law, none of the Administrative Agent, the Security Trustee nor any Lender or any of their respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or 85A A A shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Borrowers, any Secured Party or any other Person or to take any other action or forbear from doing so whatsoever with regard to the Collateral or any part thereof, except for any such action or failure to act that constitutes willful misconduct or gross negligence of such Person. SECTION 8.12A A A Erroneous Payments. (a) A A A With respect to any payment that the Administrative Agent makes to any Lender or other Secured Party as to which the Administrative Agent determines that any of the following applies (such payment referred to as the "Rescindable Amount"): (1) a Borrower has not in fact made the corresponding payment to the Administrative Agent; (2) the Administrative Agent has made a payment in excess of the amount(s) received by it from a Borrower either individually or in the aggregate (whether or not then owed); or (3) the Administrative Agent has for any reason otherwise erroneously made such payment; then each of the Secured Parties severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount so distributed to such Secured Party, in immediately available funds 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 Federal Funds Rate. A notice of the Administrative Agent to any Person under this clause (a) shall be conclusive, absent manifest error

no provision in this Section 8.12 shall be interpreted to increase (or accelerate the due date for) or have the effect of increasing (or accelerating the due date for), the Obligations of a Borrower or any other Obligor relative to the amount (and/or timing for payment) of the Obligations that would have been payable had the erroneous Rescindable Amount not been paid by the Administrative Agent. SECTION 8.13 A A A Parallel Debt owed by the Borrowers to the Security Trustee. For the purpose of taking and ensuring the continuing validity of Liens created or to be created under the Security Documents, notwithstanding any contrary provisions in this Agreement: (a) A A A Each Borrower irrevocably and unconditionally undertakes to pay to the Security Trustee (the "Original Obligations") amounts equal to, and in the currency of, all present and future amounts payable by it to a Secured Party under this Agreement and/or any other Loan Document (the "Original Obligations") as and when each amount falls due for payment under the relevant Loan Document; (b) A A A the Security Trustee shall have an own independent right to demand and receive payment of the Parallel Debt; (c) A A A the Parallel Debt shall not limit or affect the existence of the Original Obligations for which the relevant Secured Parties shall have each an independent right to demand payment; (d) A A A notwithstanding paragraphs (a) to (c) above, payments by the Borrowers of any amounts in respect of the Parallel Debt shall to the same extent decrease and be a good discharge of the corresponding Original Obligations owing to the relevant Secured Parties and payment by the Borrowers of its Original Obligations to relevant Secured Parties shall to the same extent decrease and discharge the Parallel Debt owing by the Borrowers to the Security Trustee; (e) A A A the Parallel Debt is owed to the Security Trustee in its own name on behalf of itself and not as agent or representative of any other Person nor as trustee and the Security Documents shall secure the Parallel Debt so owing; (f) A A A without limiting or affecting the Security Trustee's right to protect, preserve or enforce its rights under any Security Document, the Security Trustee undertakes to each Secured Party not to exercise its rights in respect of the Parallel Debt without the consent of the relevant Secured Parties; and (g) A A A the Security Trustee undertakes to pay to the Secured Parties any amount collected or received by it in payment or partial payment of the Parallel Debt and shall distribute any amount so received to the Secured Parties in accordance with the terms of this Agreement as if such amounts had been received in respect of the Original Obligations. ARTICLE IX MISCELLANEOUS SECTION 9.01 A A A Notices; Public Information 87 A A A . (a) A A A Notices Generally. Except as provided in paragraph (b) below, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by email as follows: (i) A A A if to any Obligor, to it at: 109 Long Wharf Newport, Rhode Island 02840 USA A A A Attn: Mr. Gianni Del Signore A A A Email: gdelignore@pangaels.com (ii) A A A if to the Administrative Agent or Security Trustee, to: 30 Hudson Yards, 81st Floor 500 West 33rd Street New York, New York 10001 Attn: Credit Middle Office Email: AgencyNY@dnb.no (iii) A A A if to a Lender, to it at its address (or email address) set forth in Schedule 2.01 hereto or, if applicable, an Assignment and Assumption Agreement. Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices delivered through electronic communications, to the extent provided in paragraph (b) below, shall be effective as provided in said paragraph (b). (b) A A A Electronic Communications. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail, FPM, 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 if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrowers may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications. Unless the Administrative Agent otherwise prescribes, (i) A notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the e-return receipt requested function, as available, return e-mail or other written acknowledgement), and (ii) A notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient. (c) A A A Change of Address, etc. Any party hereto may change its address for notices and other communications hereunder by notice to the other parties hereto. 88 A A A (d) A A A Platform. (i) A A A Each Borrower agrees that the Administrative Agent may, but shall not be obligated to, make the Communications (as defined below) available to the Lenders by posting the Communications on the Platform. (ii) A A A The Platform is provided as is and as available. A The Agent Parties (as defined below) do not warrant the adequacy of the Platform and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by any Agent Party in connection with the Communications or the Platform. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to the Borrowers, any Lender or any other Person or entity for damages of any kind, including direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of the Borrowers or the Administrative Agent's transmission of communications through the Platform. A Communications means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of the Borrowers pursuant to any Loan Document or the transactions contemplated therein that is distributed to the Administrative Agent or any Lender by means of electronic communications pursuant to this Section, including through the Platform. (e) A A A Public Information. The Borrowers hereby acknowledge that certain of the Lenders (each, a "Public Lender") may have personnel who do not wish to receive material non-public information with respect to the Borrowers or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Borrowers hereby agree that they will use commercially reasonable efforts to identify that portion of the materials and information provided by or on behalf of the Borrowers hereunder and under the other Loan Documents (collectively, "Borrower Materials") that may be distributed to the Public Lenders and that (i) A all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC," which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (ii) A by marking Borrower Materials "PUBLIC," the Borrowers shall be deemed to have authorized the Agents and the Lenders to treat such Borrower Materials as not containing any material non-public information with respect to the Borrowers or their securities for purposes of U.S. federal and state securities Laws (provided, however, that to the extent that such Borrower Materials constitute Information, they shall be subject to Section 9.12); (iii) A all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information;" and (iv) A the Agents shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information." Each Public Lender will designate one or more representatives that shall be permitted to receive information that is not designated as being available for Public Lenders. SECTION 9.02 A A A Waivers; Amendments. (a) A A A No Waiver; Remedies Cumulative; Enforcement. No failure or delay by the Administrative Agent or any Lender in exercising any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege, or any abandonment or discontinuance of steps to enforce such a right, remedy, power or privilege, preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges of the 89 A A A Administrative Agent and the Lenders hereunder and under the Loan Documents are cumulative and are not exclusive of any rights, remedies, powers or privileges that any such Person would otherwise have. 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 any Obligor 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 Section 7.01 for the benefit of all the Lenders; provided that the foregoing shall not prohibit (i) A 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) A Lender from exercising setoff rights in accordance with Section 9.08 (subject to the terms of Section 2.13) or (iii) A 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 Obligor under any Debtor Relief Law; provided, further, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (x) A the Required Lenders shall have the rights otherwise provided to the Administrative Agent pursuant to Section 7.01 and (y) A in addition to the matters set forth in clauses (ii) and (iii) of the preceding proviso and subject to Section 2.13, any Lender may, with the consent of the Required Lenders, enforce any rights or remedies available to it and as authorized by the Required Lenders. (b) A A A Amendments, Etc. Except as otherwise expressly set forth in this Agreement (including Section 2.21), no amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by any Obligor therefrom, shall be effective unless in writing executed by the Borrowers, the relevant Obligor and the Required Lenders, and acknowledged by the Administrative Agent, or by the Borrowers, the relevant Obligor and the Administrative Agent with the consent of the Required Lenders, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided that no such amendment, waiver or consent shall: (i) A A extend or increase any Commitment of any Lender without the written consent of such Lender (it being understood that a waiver of any condition precedent set forth in Article IV or the waiver of any Default shall not constitute an extension or increase of any Commitment of any Lender); (ii) A A reduce the principal of, or rate of interest specified herein on, any Loan, or any fees or other amounts payable hereunder or under any other Loan Document, without the written consent of each Lender directly and adversely affected thereby (provided that only the consent of the Required Lenders shall be necessary (x) A to waive the obligation of the Borrowers to pay interest at the Default Rate or (y) A to amend any financial covenant (or any defined term directly or indirectly used therein); (iii) A A postpone any date scheduled for any payment of principal of, or interest on, any Loan, or any fees or other amounts payable hereunder or under any other Loan Document, or reduce the amount of, waive or excuse any such payment, without the written consent of each Lender directly and adversely affected thereby; (iv) A A change Section 2.13 in a manner that would alter the pro rata sharing of payments required thereby or change Section 7.02, in each case, without the written consent of each Lender directly and adversely affected thereby; 90 A A A (v) A A waive any condition set forth in Section 4.01 without the written consent of each Lender; (vi) A A change any provision of this Section or the percentage in the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender ; (vii) A A (x) amend the provisions that govern the release of an Obligor from its obligations hereunder or the release of any Collateral, or (y) amend, waive or otherwise change any provision resulting in the subordination of the Obligations or the Liens granted in the Collateral without the written consent of each Lender; or (viii) A A amend Section 7.01 (Events of Default) without the written consent of each Lender; provided, further, that no such amendment, waiver or consent shall amend, modify or otherwise affect the rights or duties hereunder or under any other Loan Document of A the Administrative Agent or Security Trustee, unless in writing executed by the Administrative Agent or the Security Trustee, as applicable. Notwithstanding anything herein to the contrary, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent that by its terms requires the consent of all the Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (x) A the Commitment of any Defaulting Lender may not be increased or extended, or the maturity of any of its Loans may not be extended, the rate of interest on any of its Loans may not be reduced and the principal amount of any of its Loans may not be forgiven, in each case without the consent of such Defaulting Lender and (y) A any amendment, waiver or consent requiring the consent of all the Lenders or each affected Lender that by its terms affects any Defaulting Lender more adversely than the other affected Lenders shall require the consent of such Defaulting Lender. In addition, notwithstanding anything in this Section to the contrary, if the Administrative Agent and the Borrowers shall have jointly identified an obvious error or any error or omission of a technical nature, in each case, in any provision of the Loan Documents, then the Administrative Agent and the Borrowers shall be permitted to amend such provision, and, in each case, such amendment shall become effective without any further action or consent of any other party to any Loan Document if the same is not objected to in writing by the Required Lenders to the Administrative Agent within ten Business Days following receipt of notice thereof. SECTION 9.03 A A A Expenses; Indemnity; Damage Waiver. (a) A A A Costs and Expenses. The Borrowers shall pay (i) A all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates (including the reasonable fees, charges and disbursements of counsel for the Administrative Agent), the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents, or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) A all out-of-pocket expenses incurred by the Administrative Agent or any Lender (including the fees, charges and disbursements of any counsel for the Administrative Agent or any Lender), in connection with the enforcement or protection of its rights (A) A in connection with this Agreement and the other Loan Documents, including its rights under this Section, or 91 A A A (B) A in connection with the Loans made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans. (b) A A A Indemnification by the Borrowers. The Borrowers shall indemnify the Administrative Agent (and any sub-agent thereof), the Security Trustee, each Lender and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee), and shall indemnify and hold harmless each Indemnitee from all fees and time charges and disbursements for attorneys who may be employees of any Indemnitee, incurred by any Indemnitee or asserted against any Indemnitee by any Person (including an Obligor) arising out of, in connection with, or as a result of (i) A 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 of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, (ii) A any Loan or the use or proposed use of the proceeds therefrom, (iii) A any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by an Obligor or any of its Subsidiaries, or any Environmental Liability related in any way to an Obligor or any of its Subsidiaries, or (iv) A any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by an Obligor, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) A are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee, (y) A result from a claim brought by an Obligor against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if an Obligor has obtained a final and non-appealable judgment in its favor on such claim as determined by a court of competent jurisdiction or (z) A result from a claim not involving an act or omission of an Obligor and that is brought by an Indemnitee against another Indemnitee (other than against the arranger or the Administrative Agent in their capacities as such). Paragraph (b) of this Section shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim. (c) A A A Reimbursement by Lenders. To the extent that the Borrowers for any reason fail to indefeasibly pay any amount required under paragraph (a) or (b) of this Section to be paid by it to the Administrative Agent or Security Trustee (or any sub-agent of the foregoing) or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent) or such Related Party, as the case may be, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought based on each Lender's Total Credit Exposures at such time) of such unpaid amount (including any such unpaid amount in respect of a claim asserted by such Lender); provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent). The obligations of the Lenders under this paragraph (c) are subject to the provisions of Section 2.16(e). (d) A A A Waiver of Consequential Damages, Etc. To the fullest extent permitted by Applicable Law, no Obligor shall assert, and each Obligor hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan, or the use of the proceeds thereof. No Indemnitee referred to in 92 A A A paragraph (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions

contemplated hereby or thereby.(e)Â Â Â Payments. All amounts due under this Section shall be payable promptly, but in any event not later than twenty (20)Â days after demand therefor.

(f)Â Â Â Survival. Each partyâ€™s obligations under this Section shall survive the termination of the Loan Documents and payment of the obligations hereunder.SECTION 9.04Â Â Â Successors and Assigns.(a)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 no Obligor may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent, the Security Trustee and each Lender (and any other attempted assignment or transfer by any party hereto shall be null and void), and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i)Â Â to an assignee in accordance with the provisions of paragraphÂ (b) of this Section, (ii)Â by way of participation in accordance with the provisions of paragraphÂ (d) of this Section, or (iii)Â by way of pledge or assignment of a security interest subject to the restrictions of paragraphÂ (e) of this Section. 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 paragraphÂ (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Security Trustee and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.(b)Â Â Â Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its applicable Commitment and the applicable Loans at the time owing to it); provided that (in each case with respect to any Facility) any such assignment shall be subject to the following conditions:(i)Â Â Â Minimum Amounts.(A)Â Â Â in the case of an assignment of the entire remaining amount of the assigning Lenderâ€™s applicable Commitment or the applicable Loans at the time owing to it (in each case with respect to any Facility) or contemporaneous assignments to or by related Approved Funds (determined after giving effect to such assignments) that equal at least the amount specified in paragraphÂ (b)(i)(B) of this Section in the aggregate or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and(B)Â Â Â in any case not described in paragraphÂ (b)(i)(A) of this Section, the aggregate amount of the applicable Commitment (which for this purpose includes Loans outstanding thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of the applicable Loans of the Assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if âœŽTrade DateâœŽ is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than 93Â Â \$5,000,000, unless the Administrative Agent consents (such consent not to be unreasonably withheld or delayed).(ii)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 applicable Loan or the applicable Commitment assigned, except that this clause (ii) shall not prohibit any Lender from assigning all or a portion of its rights and obligations among separate Facilities on a non-pro rata basis.(iii)Â Â Â Required Consents. No consent shall be required for any assignment except to the extent required by paragraphÂ (b)(i)(B) of this Section and, in addition:(A)Â Â Â the consent of the Borrowers (such consent not to be unreasonably withheld or delayed) shall be required unless (x)Â An Event of Default has occurred and is continuing at the time of such assignment, or (y)Â such assignment is to a Lender, an Affiliate of a Lender, an Approved Fund or an Approved Transferee; provided that the Borrowers shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within five Business Days after having received notice thereof and provided, further, that the Borrowersâ€™ consent shall not be required during the primary syndication of any Facility; and(B)Â Â Â the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments to a Person that is not a Lender, an Affiliate of a Lender or an Approved Fund.(iv)Â Â Â Assignment and Assumption. 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 \$3,500; provided that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.(v)Â Â Â No Assignment to Certain Persons. No such assignment shall be made to (A)Â the Borrowers or any of the Borrowersâ€™ Affiliates or Subsidiaries or (B) any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute a Defaulting Lender or a Subsidiary thereof.(vi)Â Â Â No Assignment to Natural Persons. No such assignment shall be made to a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person).(vii)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 sub-participations, or other compensating actions, including funding, with the consent of the Borrowers 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)Â pay and 94Â Â satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent, and each other Lender hereunder (and interest accrued thereon), and (y)Â acquire (and fund as appropriate) its full pro rata share of all Loans, in accordance with its Total Credit Exposure. 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 paragraphÂ (c) of this Section, 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 Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 2.14, 2.15, 2.16 and 9.03 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 Lenderâ€™s 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 paragraphÂ (d) of this Section.(c)Â Â Â Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrowers, shall maintain at one of its offices in 30 Hudson Yards, 81st Floor, 500 West 33rd Street, New York, New York 10001, a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the applicable Lenders, and the applicable Commitments of, and principal amounts (and stated interest) of the applicable Loans owing to, each Lender pursuant to the terms hereof from time to time (the âœŽRegisterâœŽ). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent and the applicable 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 a Borrower or Lender, at any reasonable time and from time to time upon reasonable prior notice.(d)Â Â Â Participations. Any Lender may at any time, without the consent of, or notice to, the Borrowers or the Administrative Agent, sell participations to any Person (other than a natural person, or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person, or the Borrowers or any of the Borrowersâ€™ Affiliates or Subsidiaries) (each, a âœŽParticipantâœŽ) in all or a portion of such Lenderâ€™s rights or obligations under this Agreement (including all or a portion of its applicable Commitment or the applicable 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 Borrowers, the Administrative Agent and Lenders shall continue to deal solely and directly with such Lender in connection with such Lenderâ€™s rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under SectionÂ 9.03(b) with respect to any payments made by such Lender to its Participant(s).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 95Â Â 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 any amendment, modification or waiver described in SectionÂ 9.02(b) that affects such Participant. The Borrowers agree that each Participant shall be entitled to the benefits of SectionsÂ 2.14, 2.15, and 2.16 (subject to the requirements and limitations therein, including the requirements under SectionÂ 2.16(g) (it being understood that the documentation required under SectionÂ 2.16(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 paragraphÂ (b) of this Section; provided that such Participant (A)Â agrees to be subject to the provisions of SectionÂ 2.19 as if it were an assignee under paragraphÂ (b) of this Section; and (B)Â shall not be entitled to receive any greater payment under Section 2.15 or 2.16, 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 Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Borrowersâ€™ request and expense, to use reasonable efforts to cooperate with the Borrowers to effectuate the provisions of SectionÂ 2.21(b) with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of SectionÂ 9.08 as though it were a Lender; provided that such Participant agrees to be subject to SectionÂ 2.13 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 Borrowers, 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 âœŽParticipant RegisterâœŽ); 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 SectionÂ 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such 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.(e)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, including, without limitation, any transfer of rights to a special purpose vehicle where a Lien over securities issued by such special purpose vehicle is to be created in favor of a federal reserve or central bank (including, for the avoidance of doubt, the European Central Bank) or to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities; and, 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. SECTION 9.05Â Â Survival. All covenants, agreements, representations and warranties made by any Obligor herein and in any Loan Document or other documents delivered in connection herewith or therewith or pursuant hereto or thereto shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery hereof and thereof and the making of the Loan hereunder, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Loan, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied and so long as the Commitments have not 96Â Â expired or been terminated. The provisions of SectionsÂ 2.14, 2.15, 9.03, 9.15 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the payment in full of the Obligations, the expiration or termination of the Commitments or the termination of this Agreement or any provision hereof.SECTION 9.06Â Â Counterparts; Integration; Effectiveness; Electronic Execution.(a)Â Â Â Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents, and any separate letter agreements with respect to fees payable to the Administrative Agent, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in SectionÂ 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement in electronic (e.g., âœŽpdfâœŽ or âœŽtifâœŽ) format shall be effective as delivery of a manually executed counterpart of this Agreement.(b)Â Â Â Electronic Execution of Loan Documents. The words âœŽexecution,âœŽ âœŽassigned,âœŽ âœŽsignature,âœŽ and words of like import in this Agreement and the other Loan Documents including any Assignment and Assumption shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the UniformÂ Electronic Transactions Act.SECTION 9.07Â Â Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a)Â the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b)Â the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section, if and to the extent that the enforceability of any provision of this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent, then such provision shall be deemed to be in effect only to the extent not so limited.SECTION 9.08Â Â Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of their respective branches and Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by Applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held, and other obligations (in whatever currency) at any time owing, by such Lender or any such branch or Affiliate, to or for the credit or the account of an Obligor against any and all of the obligations of the Obligors now or hereafter existing under this Agreement or any other Loan Document to such Lender or their respective branches or Affiliates, irrespective of whether or not such Lender, branch or Affiliate shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Obligors may be contingent or unmatured or are owed to a branch office or Affiliate of 97Â Â such Lender different from the branch office or Affiliate holding such deposit or obligated on such Indebtedness; provided that in the event that 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 2.20 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 and the Lenders, and (y)Â the 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. The rights of each Lender and their respective branches and Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender or its branches and Affiliates may have. Each Lender agrees to notify the Borrowers and the Administrative Agent promptly after any such setoff and application; provided that the failure to give such notice shall not affect the validity of such setoff and application.SECTION 9.09Â Â Governing Law; Jurisdiction; Etc.(a)Â Â Â Governing Law. This Agreement and the other Loan Documents and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Loan Document (except, as to any other Loan Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.(b)Â Â Â Jurisdiction. Each of the Obligors 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 or any Related Party of the foregoing in any way relating to this Agreement or any other Loan

the transactions relating hereto or hereto, in any forum other than the courts of the State of New York sitting in New York County, and of the United States District Court for the Southern District of New York sitting in New York County, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such a court 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 (i) affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Borrowers or their properties in the courts of any jurisdiction, or (ii) waive any statutory, regulatory, common law, or other rule, doctrine, legal restriction, provision or the like providing for the treatment of bank branches, bank agencies, or other bank offices as if they were separate juridical entities for certain purposes, including Uniform Commercial Code Sections 4-106, 4-A-105(1)(b), and 5-116(b), UCP 600 Article 3 and ISP98 Rule 2.02, and URDG 758 Article 3(a). (c) A A A Waiver of Venue. Each Obligor irrevocably and unconditionally waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. 9.8 A A A (d) A A A Service of Process. Each Obligor irrevocably agrees that valid service of summons or other legal process on it may be effected by serving a copy of the summons and other legal process in any such action or proceeding on such Obligor by mailing or delivering the same by hand to such Obligor at its address located at 150 East 58th Street, New York, New York 10155. The service, as herein provided, of such summons or other legal process in any such action or proceeding shall be deemed personal service and accepted by the Obligors as such, and shall be legal and binding upon the Obligors for all the purposes of any such action or proceeding. Final judgment (a) certified or exemplified copy of which shall be conclusive evidence of the fact and of the amount of any Indebtedness of the Obligors to the Secured Parties) against the Obligors in any such legal action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment. The Obligors will advise the Administrative Agent promptly of any change of address for the purpose of service of process. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by Applicable Law. SECTION 9.10 A A A WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. SECTION 9.11 A A A Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement. SECTION 9.12 A A A Treatment of Certain Information; Confidentiality. Each of the Administrative Agent, the Security Trustee and the Lenders agree to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) A to its branches and Affiliates and to its 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) A to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners); (c) A to the extent required by Applicable Laws or by any subpoena or similar legal process; (d) A to any other party hereto; (e) A in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder; (f) A subject to an agreement containing provisions substantially the same as (or no less restrictive than) those of this Section, to (i) A any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights and obligations under this Agreement, or (ii) A any actual or prospective party (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to an Obligor and its obligations, this Agreement or payments hereunder; (g) A on a confidential basis to (i) A any rating agency in connection with rating an Obligor or its Subsidiaries or any Facility or (ii) A the CUSIP 99A A A Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers with respect to any Facility; (h) A to a Lender's credit risk insurance providers, insurance companies or reinsurance companies; (i) with the consent of the Borrowers; (j) to a Lender's prospective lenders or investors; or (k) to the extent such Information (x) A becomes publicly available other than as a result of a breach of this Section, or (y) A becomes available to the Administrative Agent, any Lender or any of their respective branches or Affiliates on a nonconfidential basis from a source other than the Borrowers who did not acquire such information as a result of a breach of this Section. In addition, the Administrative Agent, the Security Trustee and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers (including third parties providing administration and settlement services and any auditors) to the Agents or any Lender in connection with the administration of this Agreement, the other Loan Documents, and the Commitments. For purposes of this Section, "Information" means all information received from an Obligor or any of its Subsidiaries relating to an Obligor or any of its Subsidiaries or any of their respective businesses, other than any such information that is available to the Administrative Agent, any Lender on a nonconfidential basis prior to disclosure by an Obligor or any of its Subsidiaries; provided that, in the case of information received from an Obligor or any of its Subsidiaries after the date hereof, such information is clearly identified at the time of delivery as confidential. 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. SECTION 9.13 A A A PATRIOT ACT. Each Lender subject to the PATRIOT ACT hereby notifies the Obligors that, pursuant to the requirements of the PATRIOT ACT, it may be required to obtain, verify and record information that identifies the Obligors, which information includes the name and address of the Obligors and other information that will allow such Lender to identify the Obligors in accordance with the PATRIOT ACT. SECTION 9.14 A A A Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan or other Obligation owing under this Agreement, together with all fees, charges and other amounts that are treated as interest on such Loan or other Obligation under Applicable Law (collectively, "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") that may be contracted for, charged, taken, received or reserved by the Lender or other Person holding such Loan or other Obligation in accordance with Applicable Law, the rate of interest payable in respect of such Loan or other Obligation hereunder, together with all charges payable in respect thereof, shall be limited to the Maximum Rate. To the extent lawful, the interest and charges that would have been paid in respect of such Loan or other Obligation but were not paid as a result of the operation of this Section shall be cumulated and the interest and charges payable to such Lender or other Person in respect of other Loans or Obligations or periods shall be increased (but not above the amount collectible at the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Rate for each day to the date of repayment, shall have been received by such Lender or other Person. Any amount collected by such Lender or other Person that exceeds the maximum amount collectible at the Maximum Rate shall be applied to the reduction of the principal balance of such Loan or other Obligation or refunded to the Borrowers so that at no time shall the interest and charges paid or payable in respect of such Loan or other Obligation exceed the maximum amount collectible at the Maximum Rate. 10.0 A A A SECTION 9.15 A A A Payments Set Aside. To the extent that any payment by or on behalf of an Obligor is made to the Administrative Agent, the Security Trustee or any Lender, or the Administrative Agent, the Security Trustee or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, the Security Trustee or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) A to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) A each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the applicable Overnight Rate from time to time in effect. SECTION 9.16 A A A No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), each Obligor acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (a) A no fiduciary, advisory or agency relationship between an Obligor and its Subsidiaries and the Secured Parties is intended to be or has been created in respect of the transactions contemplated hereby or by the other Loan Documents, irrespective of whether the Administrative Agent, the Security Trustee or any Lender has advised or is advising an Obligor or any Subsidiary on other matters, (ii) A the arranging and other services regarding this Agreement provided by the Secured Parties are arm's-length commercial transactions between the Borrowers and their Affiliates, on the one hand, and the Secured Parties, on the other hand, (iii) A the Obligors have consulted its own legal, accounting, regulatory and tax advisors to the extent that it has deemed appropriate and (iv) A the Borrowers are capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; and (b) A (i) A each of the Secured Parties is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for an Obligor or any of its Affiliates, or any other Person; (ii) A none of the Secured Parties has any obligation to an Obligor or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) A the Secured Parties and their respective branches and Affiliates may be engaged, for their own accounts or the accounts of customers, in a broad range of transactions that involve interests that differ from those of the Obligors and their Affiliates, and none of the Secured Parties has any obligation to disclose any of such interests to the Obligors or their Affiliates. To the fullest extent permitted by Law, each Obligor hereby waives and releases any claims that it may have against any of the Secured Parties with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby. SECTION 9.17 A A A Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among 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: 10.1 A A A (a) A A A the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder that may be payable to it by any party hereto that is an Affected Financial Institution; and (b) A A A the effects of any Bail-In Action on any such liability, including, if applicable: (i) A A A a reduction in full or in part or cancellation of any such liability; (ii) A A A 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; or (iii) A A A 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. SECTION 9.18 A A A Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of each Obligor in respect of any such sum due from it to the Administrative Agent or any Lender hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "Agreement Currency"), be discharged only to the extent that on the Business Day following receipt by the Administrative Agent or such Lender, as the case may be, of any sum adjudged to be so due in the Judgment Currency, the Administrative Agent or such Lender, as the case may be, may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Administrative Agent or any Lender from an Obligor in the Agreement Currency, such Obligor agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Administrative Agent or such Lender, as the case may be, against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Administrative Agent or any Lender in such Currency, the Administrative Agent or such Lender, as the case may be, agrees to return the amount of any excess to such Obligor (or to any other Person who may be entitled thereto under Applicable Law). SECTION 9.19 A A A Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Hedging Agreements or any other agreement or instrument that is a QFC (such support, "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation 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 "U.S. Special Resolution Regime") 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 or of the United States or any other state of the United States): (a) A A A In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such 10.2 A A A 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

WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written. BULK ENDURANCE (MI) CORP. as the Initial BorrowerBy Name:Title:PANGAEA LOGISTICS SOLUTIONS LTD., as the Parent GuarantorBy Name:Title:BULK FLEET BERMUDA HOLDING COMPANY LIMITED, A A A as Subsidiary GuarantorBy Name:Title:BULK PARTNERS HOLDING COMPANY BERMUDA LTD., A A A as Subsidiary GuarantorBy Name:Title:108A A A BULK PARTNERS (BERMUDA) LTD., A A A as Subsidiary GuarantorBy Name:Title:109A A A DNB BANK ASA, NEW YORK BRANCH, as Administrative Agent and Security TrusteeBy Name:Title:DNB CAPITAL LLC, as a LenderBy Name:Title:110A A A 111A A A Schedule 1.01A. ObligorsInitial BorrowerInitial BorrowerJurisdiction of IncorporationBulk Endurance (MI) Corp.Marshall IslandsSubsidiary GuarantorsSubsidiary GuarantorJurisdiction of IncorporationBulk Fleet Bermuda Holding Company LimitedBermudaBulk Partners Holding Company Bermuda LtdBermudaBulk Partners (Bermuda) LtdBermudaB. VesselsInitial VesselVessel Flag BorrowerIMO NumberBULK ENDURANCELiberia BULK ENDURANCE (MI) CORP.9782003132A A A SK 00382 0289 11013781 v9 Schedule 2.01Commitments and LendersName of LenderCommitmentDNB Capital LLC30 Hudson Yards, 81st Floor500 West 33rd StreetNew York, NYAttn: Loan Services DepartmentEmail: nylonoascgd@dnb.no\$50,000,000TOTAL\$50,000,000113A A A Schedule 2.03Repayment Schedule[Attached]135SK 00382 0289 11013781 v9 Schedule 5.06BRequired Insurances[Attached]115SK 00382 0289 11013781 v9 EXHIBIT AFORM OF ASSIGNMENT AND ASSUMPTIONThis Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between [the][each] Assignor identified in item A 1 below (the "[each, an] Assignor") and [the] [each] 2 Assignee identified in item A 2 below (the "[each, an] Assignee"). [It is understood and agreed that the rights and obligations of [the Assignors][the Assignees]3 hereunder are several and not joint.]4 Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by [the][each] Assignee. The Standard Terms and Conditions set forth in Annex A 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full. For an agreed consideration, [the][each] Assignor hereby irrevocably sells and assigns to [the Assignee][the respective Assignees], and [the][each] Assignee hereby irrevocably purchases and assumes from [the Assignor][the respective Assignors], subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) A all of [the Assignor's][the respective Assignors'] rights and obligations in [its capacity as a Lender][their respective capacities as Lenders] under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of [the Assignor][the respective Assignors] under the respective facilities identified below (including any letters of credit included in such facilities), and (ii) A to the extent permitted to be assigned under Applicable Law, all claims, suits, causes of action and any other right of [the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)] against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause A (i) above (the rights and obligations sold and assigned by [the][any] Assignor to [the][any] Assignee pursuant to clauses A (i) and (ii) above being referred to herein collectively as [the][an] Assigned Interest). Each such sale and assignment is without recourse to [the][any] Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by [the][any]

Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (v)Â it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to SectionÂ 5.01 thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the] [such] Assigned Interest, (vi)Â it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, and (vii)Â if it is a Foreign Lender attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by [the][such] Assignee; and (b)Â agrees that (i)Â it will, independently and without reliance on the Administrative Agent, [the][any] Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii)Â it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.2.Â Â Â Â Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignor for amounts that have accrued to but excluding the Effective Date and to [the][the relevant] Assignee for amounts that have accrued from and after the -143--121-Effective Date. From and after the Effective Date, the Administrative Agent shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignee whether such amounts have accrued prior to, on or after the Effective Date. The Assignor[s] and the Assignee[s] shall make all appropriate adjustments in payments by the Administrative Agent for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves. Notwithstanding the foregoing, the Administrative Agent shall make all payments of interest, fees or other amounts paid or payable in kind from and after the Effective Date to [the][the relevant] Assignee.3.Â Â Â Â General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York [confirm that choice of law provision parallels the Credit Agreement].-121-EXHIBIT BFORM OF BORROWING REQUEST-143-EXHIBIT CFORM OF COMPLIANCE CERTIFICATE-123-EXHIBIT DFORM OF SHARE PLEDGE-124-EXHIBIT EFORM OF JOINDER AGREEMENT-125-EXHIBIT FFORM OF NOTE-126-EXHIBIT GFORM OF ACCOUNT PLEDGE-127-EXHIBIT HFORM OF ASSIGNMENT OF CHARTER-128-EXHIBIT IFORM OF ASSIGNMENT OF EARNINGS-129-EXHIBIT JFORM OF ASSIGNMENT OF INSURANCES-130-EXHIBIT K-1[FORMÂ OFU.S.Â TAX COMPLIANCE CERTIFICATE](For Foreign Lenders That Are Not Partnerships For U.S.Â Federal Income Tax Purposes)Reference is hereby made to the Credit Agreement dated as of [] (as amended, supplemented or otherwise modified from time to time, the âCredit Agreementâ), among [], and each lender from time to time party thereto.Pursuant to the provisions of SectionÂ 2.16 of the Credit Agreement, the undersigned hereby certifies that (i)Â it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii)Â it is not a âbankâ within the meaning of SectionÂ 881(c)(3)(A) of the Code, (iii)Â it is not a â10 percent shareholderâ of the Borrowers within the meaning of SectionÂ 871(h)(3)(B) of the Code and (iv)Â it is not a âcontrolled foreign corporationâ related to the Borrowers as described in SectionÂ 881(c)(3)(C) of the Code.The undersigned has furnished the Administrative Agent and the Borrowers with a certificate of its non-U.S.Â Person status on IRS FormÂ W-8BEN or IRS FormÂ W-8BEN-E. By executing this certificate, the undersigned agrees that (1)Â if the information provided in this certificate changes, the undersigned shall promptly so inform the Borrowers and the Administrative Agent, and (2)Â the undersigned shall have at all times furnished the Borrowers and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.[NAME OF LENDER]By: _____ Name:Title:Date: _____ Â Â 20[]-131-EXHIBIT K-2[FORMÂ OFU.S.Â TAX COMPLIANCE CERTIFICATE](For Foreign Participants That Are Not Partnerships For U.S.Â Federal Income Tax Purposes)Reference is hereby made to the Credit Agreement dated as of [] (as amended, supplemented or otherwise modified from time to time, the âCredit Agreementâ), among [], and each lender from time to time party thereto.Pursuant to the provisions of SectionÂ 2.16 of the Credit Agreement, the undersigned hereby certifies that (i)Â it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii)Â it is not a âbankâ within the meaning of SectionÂ 881(c)(3)(A) of the Code, (iii)Â it is not a â10 percent shareholderâ of the Borrowers within the meaning of SectionÂ 871(h)(3)(B) of the Code and (iv)Â it is not a âcontrolled foreign corporationâ related to the Borrowers as described in SectionÂ 881(c)(3)(C) of the Code.The undersigned has furnished its participating Lender with a certificate of its non-U.S.Â Person status on IRS FormÂ W-8BEN or IRS FormÂ W-8BEN-E. By executing this certificate, the undersigned agrees that (1)Â if the information provided in this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2)Â the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.[NAME OF PARTICIPANT]By: _____ Name:Title:Date: _____ Â Â 20[]-132-EXHIBIT K-3[FORMÂ OFU.S.Â TAX COMPLIANCE CERTIFICATE](For Foreign Participants That Are Partnerships For U.S.Â Federal Income Tax Purposes)Reference is hereby made to the Credit Agreement dated as of [] (as amended, supplemented or otherwise modified from time to time, the âCredit Agreementâ), among [], and each lender from time to time party thereto.Pursuant to the provisions of SectionÂ 2.16 of the Credit Agreement, the undersigned hereby certifies that (i)Â it is the sole record owner of the participation in respect of which it is providing this certificate, (ii)Â its direct or indirect partners/members are the sole beneficial owners of such participation, (iii)Â with respect to such participation, neither the undersigned nor any of its direct or indirect partners/members is a âbankâ extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of SectionÂ 881(c)(3)(A) of the Code, (iv)Â none of its direct or indirect partners/members is a â10 percent shareholderâ of the Borrowers within the meaning of SectionÂ 871(h)(3)(B) of the Code and (v)Â none of its direct or indirect partners/members is a âcontrolled foreign corporationâ related to the Borrowers as described in SectionÂ 881(c)(3)(C) of the Code.The undersigned has furnished its participating Lender with IRS FormÂ W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i)Â an IRS FormÂ W-8BEN or IRS FormÂ W-8BEN-E or (ii)Â an IRS FormÂ W-8IMY accompanied by an IRS FormÂ W-8BEN or IRS FormÂ W-8BEN-E from each of such partnerâs/memberâs beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1)Â if the information provided in this certificate changes, the undersigned shall promptly so inform such Lender and (2)Â the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.[NAME OF PARTICIPANT]By: _____ Name:Title:Date: _____ Â Â 20[]-133-EXHIBIT K-4[FORMÂ OFU.S.Â TAX COMPLIANCE CERTIFICATE](For Foreign Lenders That Are Partnerships For U.S.Â Federal Income Tax Purposes)Reference is hereby made to the Credit Agreement dated as of [] (as amended, supplemented or otherwise modified from time to time, the âCredit Agreementâ), among [], and each lender from time to time party thereto.Pursuant to the provisions of SectionÂ 2.16 of the Credit Agreement, the undersigned hereby certifies that (i)Â it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii)Â its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii)Â with respect to the extension of credit pursuant to this Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a âbankâ extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of SectionÂ 881(c)(3)(A) of the Code, (iv)Â none of its direct or indirect partners/members is a â10 percent shareholderâ of the Borrowers within the meaning of SectionÂ 871(h)(3)(B) of the Code and (v)Â none of its direct or indirect partners/members is a âcontrolled foreign corporationâ related to the Borrowers as described in SectionÂ 881(c)(3)(C) of the Code.The undersigned has furnished the Administrative Agent and the Borrowers with IRS FormÂ W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i)Â an IRS FormÂ W-8BEN or IRS FormÂ W-8BEN-E or (ii)Â an IRS FormÂ W-8IMY accompanied by an IRS FormÂ W-8BEN or IRS FormÂ W-8BEN-E from each of such partnerâs/memberâs beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1)Â if the information provided in this certificate changes, the undersigned shall promptly so inform the Borrowers and the Administrative Agent, and (2)Â the undersigned shall have at all times furnished the Borrowers and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.[NAME OF LENDER]By: _____ Name:Title:Date: _____ Â Â 20[]-143-EXHIBIT LFORM OF ADDITIONAL LOAN AMENDMENTÂ Â Â Â EX-10.2.3 additionalloanamendmentno1.htm EX-10.2 DocumentExecution VersionAMENDMENT NO. 1 TO CREDIT AGREEMENT(Additional Loan Amendment)THIS AMENDMENT NO. 1 TO CREDIT AGREEMENT (this âAmendmentâ), is made as of the 19th day of July, 2024, by each of by and among (i) Bulk Endurance (MI) Corp., a corporation incorporated and existing in the Republic of the Marshall Islands, as initial borrower (the âInitial Borrowerâ), (ii) the Additional Borrower party hereto, (iii) Pangaea Logistics Solutions Ltd., an exempted company limited by shares and incorporated in Bermuda, as parent guarantor (the âParent Guarantorâ), (iv) the Subsidiary Guarantors party hereto, (v) the Lenders party hereto, and (vi) DNB Bank ASA, New York Branch (âDNBâ), as administrative agent for the Lenders (in such capacity, the âAdministrative Agentâ) and as security trustee for the Secured Parties (in such capacity, the âSecurity Trusteeâ), and amends and is supplemental to that certain credit agreement dated as of May 16, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, the âCredit Agreementâ), made by and among the Initial Borrower and the Additional Borrowers, the Parent Guarantor, the Subsidiary Guarantors, the Lenders, the Administrative Agent and the Security Trustee. Unless otherwise defined herein, the capitalized terms used herein shall have the meanings assigned to such terms in the Credit Agreement.W I T N E S S E T H W H E R E A S, the Borrowers have requested that the Lenders make Additional Loans to the Borrowers in the aggregate amount not to exceed \$15,675,000 (the âAmendment No. 1 Additional Loansâ), for the purposes of Bulk Brenton (MI) Corp., a Marshall Islands corporation (âAdditional Borrower No. 1â) acquiring or refinancing the Indebtedness relating to the Liberian flag vessel M/V BELFRIEND (tbr BULK BRENTON), IMO No. 9764051 (âAdditional Vessel No. 1â);WHEREAS, the Lenders hereby agree, subject to the terms and conditions of this Amendment, that the Credit Agreement and the other Loan Documents be amended as provided for herein to give effect to the making of the Amendment No. 1 Additional Loans.NOW, THEREFORE, in consideration of the premises set forth above, the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:1.Joiner. The Additional Borrower No. 1 hereby agrees that, by its execution of this Amendment, Additional Borrower No. 1 hereby becomes a party to the Credit Agreement, and is and shall be for all purposes an âAdditional Borrowerâ, a âBorrowerâ, a âGuarantorâ and an âObligorâ under the Loan Documents and shall have (and hereby unconditionally, absolutely and irrevocably assumes) all the obligations, liabilities and undertakings of, and joins in each grant, pledge and assignment of any interest by, an Additional Borrower, a Borrower, a Guarantor and an Obligor as if it had executed the Credit Agreement and each other applicable Loan Document. Additional Borrower No. 1 hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions applicable to an Additional Borrower, a Borrower, a Guarantor and an Obligor contained in the Credit Agreement and each other applicable Loan Document. Additional Borrower No. 1 hereby represents and warrants that each of the representations and warranties contained in the Credit Agreement is true and correct on and as the date hereof (after giving effect to this Amendment on the Effective Date) as if made on and as of such date.2.Amendment of the Credit Agreement and Loan Documents. The parties hereto agree that on the Amendment Effective Date (as hereinafter defined): (a)All references to âthis Agreementâ shall be deemed to refer to the Credit Agreement, as amended hereby, and each reference to the âCredit Agreementâ, including any prior iteration thereof, in any Loan Document shall be deemed to be a reference to the Credit Agreement amended, supplemented or otherwise modified from time to time, including but not limited to as amended by this Amendment.(b)Schedule 1.01 (including Part A - Obligor and Part B - Vessels) of the Credit Agreement is hereby amended and restated in its entirety as set forth on Exhibit A attached hereto.(c)Schedule 2.08 to the Credit Agreement is hereby amended and restated in its entirety as set forth on Exhibit B hereto.3.Delay of Conditions Precedent; Funding to Escrow Agent. The Borrowers have notified the Lenders and the Administrative Agent that it intends to request that the Amendment No. 1 Additional Loans be funded to an escrow agent acceptable to the Administrative Agent and the Lenders in their sole discretion (the âEscrow Agentâ) in order to complete the acquisition of the Additional Vessel No. 1 prior to satisfying each of the conditions precedent set forth in Section 4.02 of the Credit Agreement. In connection therewith, each of the parties hereto further agree as follows:(a)the Borrowing Date of the Amendment No. 1 Additional Loans shall be the date the Amendment No. 1 Additional Loans are funded by the Administrative Agent to the Escrow Agent;(b)the Administrative Agent shall be permitted to instruct the release of the Amendment No. 1 Additional Loans from the Escrow Agent in its sole discretion (such date of release, the âRelease Dateâ);(c)to the extent the following (or similar) conditions precedent (the âDelayed Conditionsâ) set forth in Section 4.02 of the Credit Agreement are not delivered by the relevant Borrowing Date, they will be satisfied as follows:(i)on the Release Date, as soon as practicable upon the release of the Amendment No. 1 Additional Loans, the Security Trustee shall have received (in form and substance satisfactory to the Security Trustee): (A) the Mortgage in respect of the Additional Vessel No. 1; and (B) documentary evidence with regards to the relevant Additional Vessel that: (x) the Vessel is definitively and permanently (or, if applicable in the relevant Approved Flag Jurisdiction, provisionally) registered in the name of the relevant Borrower under an Approved Flag Jurisdiction (or will be, upon the making of the relevant Loan), unencumbered save by the relevant Mortgage thereon, if any; and (y) the Mortgage has been (or will be, upon the making of the relevant Loan) duly recorded against the Vessel as a valid first preferred or priority ship mortgage in accordance with the laws of the Approved Flag Jurisdiction on which such Vessel is registered; and(ii)no later than five (5) days after the Release Date the Security Trustee shall have received: (A) a copy of the Inventory of Hazardous Materials, if applicable, for the relevant Additional Vessel; (B) the Vesselâs IAPPC, ISSC and SMC (together with any other details of the applicable safety management system which the Security Trustee requires), certified by an Authorized Officer of the relevant Borrower as being a true and correct copy thereof; and (C) documentary evidence that the Vessel maintains the highest class for vessels of its type with the Classification Society free of any material overdue recommendations, which status shall be established by a confirmation of class certificate issued by the Classification Society, provided that any failure to satisfy the Delayed Conditions within the time periods set forth in this Section 3(c) shall be an automatic Event of Default without any grace period or cure period.4.Conditions to the Effectiveness of this Amendment. This Amendment shall become effective upon (the âAmendment Effective Dateâ) (a) the parties hereto shall having duly executed and delivered this Amendment, and (b) subject to Section 3 above, the satisfaction of the conditions precedent set forth in Section 4.02 of the Credit Agreement with respect to the Amendment No. 1 Additional Loans, in accordance with the terms therein.5.Expenses. The Borrowers hereby agree to pay all reasonable expenses related to this Amendment in accordance with Section 9.03 of the Credit Agreement, including any expenses of preparation, execution, delivery, and administration of this Amendment and the reasonable fees and expenses of the Administrative Agentâs counsel in connection herewith.6.Representations and Warranties. Each of the Obligor, by their respective signatures hereto, hereby makes or reaffirms, as applicable, as of the date hereof, each and every representation and warranty made by itself and the other Obligor in the Credit Agreement (as amended and supplemented by this Amendment) and the other Loan Documents, other than any representations and warranties that are effective only as of a particular date.7.No Defaults. Each of the Obligor hereby represents and warrants that as of the date hereof no Default or Event of Default has occurred and is continuing.8.No Other Amendment. All other terms and conditions of the Credit Agreement and each other Loan Document shall remain in full force and effect and the Credit Agreement and each other Loan Document shall be read and construed as if the terms of this Amendment were included therein by way of addition or substitution, as the case may be. 9.Further Assurances.Â Â Â Â Each of the Obligor hereby consents and agrees that if this Amendment shall at any time be deemed by the Lenders for any reason insufficient in whole

or in part to carry out the true intent and spirit hereof or thereof, it will execute or cause to be executed such other and further assurances and documents as in the reasonable opinion of the Lenders may be reasonably required in order to more effectively accomplish the purposes of this Amendment.10.Loan Document; Other Documents. This Amendment is hereby designated by the parties hereto as a Loan Document and an Additional Loan Amendment. By the execution and delivery of this Amendment, each of the parties hereby consents and agrees that all references in the Loan Documents shall be deemed to refer to the Credit Agreement as amended and supplemented by this Amendment. Upon the Amendment Effective Date, each Obligor hereby (i) acknowledges and consents to this Amendment, (ii) confirms and agrees that the Credit Agreement and each other Loan Document to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects except that on and after the Amendment Effective Date all references in any such Loan Document to "the Credit Agreement", the "Agreement", "thereto", "thereof", "thereunder" or words of like import referring to the Credit Agreement shall mean the Credit Agreement as amended or modified by this Amendment and (iii) confirms and agrees that to the extent that any such Loan Document purports to assign or pledge to the Collateral Agent for the benefit of the Agents and the Lenders, or to grant to the Security Trustee for the benefit of the Agents and the Lenders a security interest in or Lien on, any Collateral as security for the Obligations of the Obligors from time to time existing in respect of the Credit Agreement (as amended hereby) and the other Loan Documents, such pledge, assignment and/or grant of the security interest or Lien is hereby ratified and confirmed in all respects. This Amendment does not and shall not affect any of the obligations of the Obligors, other than as expressly provided herein, including, without limitation, the Obligorsâ€™ obligations to repay the Loans in accordance with the terms of the Credit Agreement, or the obligations of the Obligors under any Loan Document to which they are a party, all of which obligations shall remain in full force and effect. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent, the Security Trustee or any Lender under the Credit Agreement or any other Loan Document, nor constitute a waiver of any provision of the Credit Agreement or any other Loan Document.11.Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York.12.Incorporation. The provisions of SectionsÂ 9.02 (Waivers; Amendments), 9.04 (Successors and Assigns), 9.06 (Counterparts; Integration; Effectiveness; Electronic Execution), 9.07 (Severability), 9.11 (Headings) of the Credit Agreement are incorporated into this Amendment as if fully set forth herein, mutatis mutandis. 13.Joint and Several Liability of Borrowers. The obligations of the Borrowers under the Credit Agreement and under the other Loan Documents shall be joint and several and, as such, each Borrower shall be liable for all of such obligations of each other Borrower under the Credit Agreement and the other Loan Documents. To the fullest extent permitted by law the liability of each Borrower for the obligations under the Credit Agreement and the other Loan Documents of each other Borrower with whom it has joint and several liability shall be absolute, unconditional and irrevocable, without regard to (i) the validity or enforceability of the Credit Agreement or any other Loan Document, any of the obligations hereunder or thereunder or any other collateral security therefor or guarantee or right of offset with respect there-to at any time or from time to time held by any applicable Secured Party, (ii) any defense, set-off or counterclaim (other than a defense of payment or performance hereunder; provided that no Borrower hereby waives any suit for breach of a contractual provision of any of the Loan Documents) which may at any time be available to or be asserted by such other Borrower or any other Person against any Secured Party or (iii) any other circumstance whatsoever (with or without notice to or knowledge of such other Borrower or such Borrower) which constitutes, or might be construed to constitute, an equitable or legal discharge of such other Borrower for the obligations hereunder or under any other Loan Document, or of such Borrower under this Section 13, in bankruptcy or in any other instance.[Signature Pages Follow]IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized representatives as of the date first above written.BULK ENDURANCE (MI) CORP.,as Initial BorrowerBy: _____Â Â Â Â Name:Â Â Â Â Title: BULK BRENTON (MI) CORP.,as Additional BorrowerBy: _____Â Â Â Â Name:Â Â Â Â Title: PANGAEA LOGISTICS SOLUTIONS LTD,as Parent GuarantorBy: _____Â Â Â Â Name:Â Â Â Â Title:BULK PARTNERS (BERMUDA) LTD.,as Subsidiary GuarantorBy: _____Â Â Â Â Name:Â Â Â Â Title:BULK FLEET BERMUDA HOLDING COMPANY LIMITED,as Subsidiary GuarantorBy: _____Â Â Â Â Name:Â Â Â Â Title:BULK PARTNERS HOLDING COMPANY BERMUDA LTD,as Subsidiary GuarantorBy: _____Â Â Â Â Name:Â Â Â Â Title:DNB BANK ASA, NEW YORK BRANCH, as Administrative Agent and as Security TrusteeBy: _____Â Â Â Â Name:Â Â Â Â Title:By: _____Â Â Â Â Name:Â Â Â Â Title:Lenders:DNB CAPITAL LLC, as LenderBy: _____Â Â Â Â Name:Â Â Â Â Title:By: _____Â Â Â Â Name:Â Â Â Â Title:Exhibit ASchedule 1.01A. Obligor'sInitial BorrowerInitial Borrower]Jurisdiction of IncorporationBulk Endurance (MI) Corp.Marshall IslandsAdditional BorrowerAdditional BorrowerJurisdiction of IncorporationBulk Brenton (MI) Corp.Marshall IslandsParent GuarantorAdditional BorrowerJurisdiction of IncorporationPangaea Logistics Solutions Ltd.BermudaSubsidiary GuarantorsSubsidiary GuarantorJurisdiction of IncorporationBulk Fleet Bermuda Holding Company LimitedBermudaBulk Partners Holding Company Bermuda LtdBermudaBulk Partners (Bermuda) LtdBermudaB. VesselsInitial VesselVessel Flag BorrowerIMO NumberBULK ENDURANCELiberia BULK ENDURANCE (MI) CORP.9782003Additional VesselVessel Flag BorrowerIMO NumberBELFRIEND (tbr BULK BRENTON)Liberia BULK BRENTON (MI) CORP.9764051Exhibit BSchedule 2.08(Attached) EX-10.3.4 additionalloanamendmentno2.htm EX-10.3 DocumentExecution VersionAMENDMENT NO. 2 TO CREDIT AGREEMENT(Additional Loan Amendment)THIS AMENDMENT NO. 2 TO CREDIT AGREEMENT (this âœœAmendmentâœœ), is made as of the 14th day of August, 2024, by each of by and among (i) Bulk Endurance (MI) Corp., a corporation incorporated and existing in the Republic of the Marshall Islands, as initial borrower (the âœœInitial Borrowerâœœ), (ii) the Additional Borrowers party hereto, (iii) Pangaea Logistics Solutions Ltd., an exempted company limited by shares and incorporated in Bermuda, as parent guarantor (the âœœParent Guarantorâœœ), (iv) the Subsidiary Guarantors party hereto, (v) the Lenders party hereto, and (vi) DNB Bank ASA, New York Branch (âœœDNB"), as administrative agent for the Lenders (in such capacity, the âœœAdministrative Agentâœœ) and as security trustee for the Secured Parties (in such capacity, the âœœSecurity Trusteeâœœ), and amends and is supplemental to that certain credit agreement dated as of May 16, 2024, as amended by that certain Amendment No. 1 to Credit Agreement dated as of July 19, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, the âœœCredit Agreementâœœ), made by and among the Initial Borrower and the Additional Borrowers, the Parent Guarantor, the Subsidiary Guarantors, the Lenders, the Administrative Agent and the Security Trustee. Unless otherwise defined herein, the capitalized terms used herein shall have the meanings assigned to such terms in the Credit Agreement.W I T N E S S E T H W H E R E A S, the Borrowers have requested that the Lenders make Additional Loans to the Borrowers in the aggregate amount not to exceed \$15,675,000.00 (the âœœAmendment No. 2 Additional Loansâœœ), for the purposes of Bulk Patience (MI) Corp., a Marshall Islands corporation (âœœAdditional Borrower No. 2âœœ) acquiring the Liberian flag vessel M/V BELTIDE (tbr BULK PATIENCE), IMO No. 9764063 (âœœAdditional Vessel No. 2âœœ);WHEREAS, the Lenders hereby agree, subject to the terms and conditions of this Amendment, that the Credit Agreement and the other Loan Documents be amended as provided for herein to give effect to the making of the Amendment No. 2 Additional Loans.NOW, THEREFORE, in consideration of the premises set forth above, the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:1.Joiner. The Additional Borrower No. 2 hereby agrees that, by its execution of this Amendment, Additional Borrower No. 2 hereby becomes a party to the Credit Agreement, and is and shall be for all purposes an âœœAdditional Borrowerâœœ, a âœœBorrowerâœœ, a âœœGuarantorâœœ and an âœœObligorâœœ under the Loan Documents and shall have (and hereby unconditionally, absolutely and irrevocably assumes) all the obligations, liabilities and undertakings of, and joins in each grant, pledge and assignment of any interest by, an Additional Borrower, a Borrower, a Guarantor and an Obligor as if it had executed the Credit Agreement and each other applicable Loan Document. Additional Borrower No. 2 hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions applicable to an Additional Borrower, a Borrower, a Guarantor and an Obligor contained in the Credit Agreement and each other applicable Loan Document. Additional Borrower No. 2 hereby represents and warrants that each of the representations and warranties contained in the Credit Agreement is true and correct on and as the date hereof (after giving effect to this Amendment on the Effective Date) as if made on and as of such date.SK 00382 0289 11433745 v3 2.Amendment of the Credit Agreement and Loan Documents. The parties hereto agree that on the Amendment Effective Date (as hereinafter defined):(a)All references to âœœthis Agreementâœœ shall be deemed to refer to the Credit Agreement, as amended hereby, and each reference to the âœœCredit Agreementâœœ, including any prior iteration thereof, in any Loan Document shall be deemed to be a reference to the Credit Agreement amended, supplemented or otherwise modified from time to time, including but not limited to as amended by this Amendment.(b)Schedule 1.01 (including Part A - Obligors and Part B - Vessels) of the Credit Agreement is hereby amended and restated in its entirety as set forth on Exhibit A attached hereto.(c)Schedule 2.08 to the Credit Agreement is hereby amended and restated in its entirety as set forth on Exhibit B hereto.3.Delay of Conditions Precedent; Funding to Escrow Agent. The Borrowers have notified the Lenders and the Administrative Agent that it intends to request that the Amendment No. 2 Additional Loans be funded to an escrow agent acceptable to the Administrative Agent and the Lenders in their sole discretion (the âœœEscrow Agentâœœ) in order to complete the acquisition of the Additional Vessel No. 2 prior to satisfying each of the conditions precedent set forth in Section 4.02 of the Credit Agreement. In connection therewith, each of the parties hereto further agree as follows:(a)The Borrowing Date of the Amendment No. 2 Additional Loans shall be the date the Amendment No. 2 Additional Loans are funded by the Administrative Agent to the Escrow Agent;(b)The Administrative Agent shall be permitted to instruct the release of the Amendment No. 2 Additional Loans from the Escrow Agent in its sole discretion (such date of release, the âœœRelease Dateâœœ);(c)to the extent the following (or similar) conditions precedent (the âœœDelayed Conditionsâœœ) set forth in Section 4.02 of the Credit Agreement are not delivered by the relevant Borrowing Date, they will be satisfied as follows:(i)on the Release Date, as soon as practicable upon the release of the Amendment No. 2 Additional Loans, the Security Trustee shall have received (in form and substance satisfactory to the Security Trustee): (A) the Mortgage in respect of the Additional Vessel No. 2; and (B) documentary evidence with regards to the relevant Additional Vessel that: (x) the Vessel is definitively and permanently (or, if applicable in the relevant Approved Flag Jurisdiction, provisionally) registered in the name of the relevant Borrower under an Approved Flag Jurisdiction (or will be, upon the making of the relevant Loan), unencumbered save by the relevant Mortgage thereon, if any; and (y) the Mortgage has been (or will be, upon the making of the relevant Loan) duly recorded against the Vessel as a valid first preferred or priority ship mortgage in accordance with the laws of the Approved Flag Jurisdiction on which such Vessel is registered; andSK 00382 0289 11433745 v3 (ii)no later than five (5) days after the Release Date the Security Trustee shall have received: (A) a copy of the Inventory of Hazardous Materials, if applicable, for the relevant Additional Vessel; (B) the Vesselâ€™s IAPPC, ISSC and SMC (together with any other details of the applicable safety management system which the Security Trustee requires), certified by an Authorized Officer of the relevant Borrower as being a true and correct copy thereof; and (C) documentary evidence that the Vessel maintains the highest class for vessels of its type with the Classification Society free of any material overdue recommendations, which status shall be established by a confirmation of class certificate issued by the Classification Society,provided that any failure to satisfy the Delayed Conditions within the time periods set forth in this Section 3(c) shall be an automatic Event of Default without any grace period or cure period.4.Cancellation of Remaining Commitments. On the Borrowing Date of the Amendment No. 2 Additional Loans, after giving effect to such Borrowing, the remaining unused Commitments shall be permanently reduced to zero and terminated. 5.Conditions to the Effectiveness of this Amendment. This Amendment shall become effective upon (the âœœAmendment Effective Dateâœœ) (a) the parties hereto shall having duly executed and delivered this Amendment, and (b) subject to Section 3 above, the satisfaction of the conditions precedent set forth in Section 4.02 of the Credit Agreement with respect to the Amendment No. 2 Additional Loans, in accordance with the terms therein.6.Expenses. The Borrowers hereby agree to pay all reasonable expenses related to this Amendment in accordance with Section 9.03 of the Credit Agreement, including any expenses of preparation, execution, delivery, and administration of this Amendment and the reasonable fees and expenses of the Administrative Agentâ€™s counsel in connection herewith.7.Representations and Warranties. Each of the Obligors, by their respective signatures hereto, hereby makes or reaffirms, as applicable, as of the date hereof, each and every representation and warranty made by itself and the other Obligors in the Credit Agreement (as amended and supplemented by this Amendment) and the other Loan Documents, other than any representations and warranties that are effective only as of a particular date.8.No Defaults. Each of the Obligors hereby represents and warrants that as of the date hereof no Default or Event of Default has occurred and is continuing.9.No Other Amendment. All other terms and conditions of the Credit Agreement and each other Loan Document shall remain in full force and effect and the Credit Agreement and each other Loan Document shall be read and construed as if the terms of this Amendment were included therein by way of addition or substitution, as the case may be. 10.Further Assurances.Â Â Â Â Each of the Obligors hereby consents and agrees that if this Amendment shall at any time be deemed by the Lenders for any reason insufficient in whole or in part to carry out the true intent and spirit hereof or thereof, it will execute or cause to be executed such other and further assurances and documents as in the reasonable opinion of the Lenders may be reasonably required in order to more effectively accomplish the purposes of this Amendment.SK 00382 0289 11433745 v3 11.Loan Document; Other Documents. This Amendment is hereby designated by the parties hereto as a Loan Document and an Additional Loan Amendment. By the execution and delivery of this Amendment, each of the parties hereby consents and agrees that all references in the Loan Documents shall be deemed to refer to the Credit Agreement as amended and supplemented by this Amendment. Upon the Amendment Effective Date, each Obligor hereby (i) acknowledges and consents to this Amendment, (ii) confirms and agrees that the Credit Agreement and each other Loan Document to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects except that on and after the Amendment Effective Date all references in any such Loan Document to "the Credit Agreement", the "Agreement", "thereto", "thereof", "thereunder" or words of like import referring to the Credit Agreement shall mean the Credit Agreement as amended or modified by this Amendment and (iii) confirms and agrees that to the extent that any such Loan Document purports to assign or pledge to the Collateral Agent for the benefit of the Agents and the Lenders, or to grant to the Security Trustee for the benefit of the Agents and the Lenders a security interest in or Lien on, any Collateral as security for the Obligations of the Obligors from time to time existing in respect of the Credit Agreement (as amended hereby) and the other Loan Documents, such pledge, assignment and/or grant of the security interest or Lien is hereby ratified and confirmed in all respects. This Amendment does not and shall not affect any of the obligations of the Obligors, other than as expressly provided herein, including, without limitation, the Obligorsâ€™ obligations to repay the Loans in accordance with the terms of the Credit Agreement, or the obligations of the Obligors under any Loan Document to which they are a party, all of which obligations shall remain in full force and effect. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent, the Security Trustee or any Lender under the Credit Agreement or any other Loan Document, nor constitute a waiver of any provision of the Credit Agreement or any other Loan Document.12.Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York.13.Incorporation. The provisions of SectionsÂ 9.02 (Waivers; Amendments), 9.04 (Successors and Assigns), 9.06 (Counterparts; Integration; Effectiveness; Electronic Execution), 9.07 (Severability), 9.11 (Headings) of the Credit Agreement are incorporated into this Amendment as if fully set forth herein, mutatis mutandis. 14.Joint and Several Liability of Borrowers. The obligations of the Borrowers under the Credit Agreement and under the other Loan Documents shall be joint and several and, as such, each Borrower shall be liable for all of such obligations of each other Borrower under the Credit Agreement and the other Loan Documents. To the fullest extent permitted by law the liability of each Borrower for the obligations under the Credit Agreement and the other Loan Documents of each other Borrower with whom it has joint and several liability shall be absolute, unconditional and irrevocable, without regard to (i) the validity or enforceability of the Credit Agreement or any other Loan Document, any of the obligations hereunder or thereunder or any other collateral security therefor or guarantee or right of offset with respect there-to at any time or from time to time held by any applicable Secured Party, (ii) any defense, set-off or counterclaim (other than a defense of payment or performance hereunder; provided that no Borrower hereby waives any suit for breach of a contractual provision of any of the Loan Documents) which may at any time be available to or be asserted by such other Borrower or any other Person against any Secured Party or (iii) any other circumstance whatsoever (with or without notice to or knowledge of such other Borrower or such Borrower) which constitutes, or might be construed to constitute, an equitable or legal discharge of such other Borrower for the obligations hereunder or under SK 00382 0289 11433745 v3 any other Loan Document, or of such Borrower under this Section 14, in bankruptcy or in any other instance.[Signature Pages Follow]SK 00382 0289 11433745 v3 IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized representatives as of the date first above written.BULK ENDURANCE (MI) CORP.,as Initial BorrowerBy: _____Â Â Â Â Name:Â Â Â Â Title: BULK BRENTON (MI) CORP.,as Additional BorrowerBy: _____Â Â Â Â Name:Â Â Â Â Title: BULK PATIENCE (MI) CORP.,as Additional BorrowerBy: _____Â Â Â Â NameÂ Â Â Â Title: [Signature Page to Amendment No. 2 to Credit Agreement (Additional Loan Amendment)]PANGAEA LOGISTICS

SOLUTIONS LTD,as Parent GuarantorBy: _____ Â Â Â Â Name:Â Â Â Â Â Title:BULK PARTNERS (BERMUDA) LTD.,as Subsidiary
GuarantorBy: _____ Â Â Â Â Name:Â Â Â Â Â Title:BULK FLEET BERMUDA HOLDING COMPANY LIMITED,as Subsidiary
GuarantorBy: _____ Â Â Â Â Name:Â Â Â Â Â Title:BULK PARTNERS HOLDING COMPANY BERMUDA LTD,as Subsidiary
GuarantorBy: _____ Â Â Â Â Name:Â Â Â Â Â Title:[Signature Page to Amendment No. 2 to Credit Agreement (Additional Loan Amendment)]DNB BANK ASA, NEW YORK
BRANCH, as Administrative Agent and as Security TrusteeBy: _____ Â Â Â Â Name:Â Â Â Â Â Title:By: _____ Â Â Â Â Name:Â Â Â Â Â Â Title: _____
[Signature Page to Amendment No. 2 to Credit Agreement (Additional Loan Amendment)]Lenders:DNB CAPITAL LLC, as
LenderBy: _____ Â Â Â Â Name:Â Â Â Â Â Title:By: _____ Â Â Â Â Name:Â Â Â Â Â Title:[Signature Page to Amendment No. 2 to Credit Agreement
(Additional Loan Amendment)]Exhibit ASchedule 1.01A. ObligorsInitial BorrowerInitial BorrowerJurisdiction of IncorporationBulk Endurance (MI) Corp.Marshall IslandsAdditional
BorrowersAdditional BorrowerJurisdiction of IncorporationBulk Brenton (MI) Corp.Marshall IslandsBulk Patience (MI) Corp.Marshall IslandsParent GuarantorParent GuarantorJurisdiction of
IncorporationPangaea Logistics Solutions Ltd.BermudaSubsidiary GuarantorsSubsidiary GuarantorJurisdiction of IncorporationBulk Fleet Bermuda Holding Company LimitedBermudaBulk
Partners Holding Company Bermuda LtdBermudaBulk Partners (Bermuda) LtdBermudaB. VesselsInitial VesselVessel Flag BorrowerIMO NumberBULK ENDURANCELiberia BULK
ENDURANCE (MI) CORP.9782003Additional VesselsVessel Flag BorrowerIMO NumberBULK BRENTONLiberia BULK BRENTON (MI) CORP.9764051BELTIDE (tbr BULK PATIENCE)/Liberia
BULK PATIENCE (MI) CORP.9764063SK 00382 0289 11433745 v2 Exhibit BSchedule 2.08(Attached)SK 00382 0289 11433745 v2 EX-10.4 5 bulkprudencefacilityagreem.htm EX-10.4
DocumentConfidentialÂ Â Â Â Execution VersionDatedÂ Â Â Â 2024BULK PRUDENCE CORP.as BorrowerwithESPERANCE LINE S.A.as Lenderguaranteed byPANGAEA LOGISTICS SOLUTIONS
LTD., BULK PARTNERS (BERMUDA) LTD., BULK PARTNERS HOLDING COMPANY BERMUDA LTD. and BULK FLEET BERMUDA HOLDING COMPANY LIMITEDFACILITY AGREEMENTLoan
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informationÂ Â Â Â 123Schedule 3 Conditions precedent and conditions subsequentÂ Â Â Â 124Schedule 4 Utilisation RequestÂ Â Â Â 131Schedule 5 Repayment
ScheduleÂ Â Â Â 133Schedule 6 Form of Compliance CertificateÂ Â Â Â 135SIGNATURESÂ Â Â Â 138THIS AGREEMENT is dated _____ 2024 and is made between:
(1)Â Â Â A BULK PRUDENCE CORP. as Borrower (the Borrower);(2)Â Â Â A PANGAEA LOGISTICS SOLUTIONS LTD. (the Parent), BULK PARTNERS (BERMUDA) LTD. (Bulk Partners
Bermuda), BULK PARTNERS HOLDING COMPANY BERMUDA LTD. (Bulk Partners Holding) and BULK FLEET BERMUDA HOLDING COMPANY LIMITED (Bulk Fleet Bermuda) each a
company organized and existing under the laws of Bermuda whose registered office is at 3rd Floor, Par la Ville Place, 14 Par la Ville Road, Hamilton HM08, Bermuda, as joint and several
guarantors (each a Guarantor and together the Guarantors); and(3)Â Â Â A ESPERANCE LINE S.A. as lender (the Lender). IT IS AGREED as follows:Section 1A -
Â Interpretation1Â Â Â Â Definitions and interpretation1.1Â Â Â A DefinitionsIn this Agreement and (unless otherwise defined in the relevant Finance Document) the other Finance
Documents:Accounting Reference Date means 31 December or such other date as may be approved.Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company
of that person or any other Subsidiary of that Holding Company.Anti-social Forces means: (a)Â Â Â A an organised crime group;(b)Â Â Â A a member of any organised crime group;(c)Â Â Â A
a person for whom five years have not elapsed since that time the person ceased to be a member of an organised crime group;(d)Â Â Â A an associate of an organised crime group;(e)Â Â Â A a
company affiliated with an organised crime group;(f)Â Â Â A a corporate racketeer;(g)Â Â Â A a hoodlum disguised as a supporter of a social movement, etc.;4(h)Â Â Â A a white-collar crime
group, etc.;(i)Â Â Â A any person or entity similar to any of above item (a) through item (h) (the Organised Crime Group Member); (j)Â Â Â A an entity that has a recognisable relationship with
an Organised Crime Group Member, etc., in which the management of the entity is controlled by the Organised Crime Group Member;(k)Â Â Â A an entity that has a recognisable relationship
with an Organised Crime Group Member, etc., in which the Organised Crime Group Member is substantially involved in the management of the entity;(l)Â Â Â A an entity or person that has a
recognisable relationship with an Organised Crime Group Member, in which the entity or person wrongfully uses an Organised Crime Group Member, for such purposes as unfairly benefiting
the entity or person itself, the entityâ€™s or the personâ€™s own company or a third party, or causing damage to a third party;(m)Â Â Â A an entity or person that has a recognisable
relationship with an Organised Crime Group Member, in which the entity or person provides funds, etc. or other benefits to the Organised Crime Group Member; or(n)Â Â Â A an entity of which
a board member, etc. or any other person who is substantially involved in the management of the entity has a socially condemnable relationship with an Organised Crime Group
Member.Approved Manager means Seamar Management S.A. as technical manager or any other technical and/or commercial manager approved by the Lender.Approved Valuers means
Clarkson plc, Simpson Spence Young Ltd, Braemar Seacore Ltd, Arrow Sale & Purchase (UK) Ltd (or any Affiliate of such person through which valuations are commonly issued) or any other
valuer approved by the Lender at its sole discretion. Article 55 BRRD means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions
and investment firms.Auditors means Grant Thornton or such other firm approved by the Lender such approval not to be unreasonably withheld. Authorisation means any authorisation, consent,
concession, approval, resolution, licence, exemption, filing, notarisation or registration.Bail-In Action means the exercise of any Write-down and Conversion Powers.5Bail-In Legislation means:
(a)Â Â Â A in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the
EU Bail-In Legislation Schedule from time to time;(b)Â Â Â A in relation to any state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from
time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation; and(c)Â Â Â A in relation to the United Kingdom, the UK Bail-
In Legislation.Balloon means a part of the Loan in the principal amount of \$8,260,000 if the amount of the Loan as drawn down on the Utilisation Date is \$15,200,000, or, if the loan as drawn
down on the Utilisation Date is a lesser amount, the equivalent proportion of the Loan as drawn down.Break Costs means the amount (if any) by which:(a)Â Â Â A the interest which the Lender
should have received for the period from the date of receipt of all or any part of the Loan or relevant part of it or Unpaid Sum to the last day of the current Interest Period in respect of the Loan
or relevant part of it or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;exceeds:(b)Â Â Â A the amount which the Lender would
be able to obtain by placing an amount equal to the relevant principal amount or Unpaid Sum received by it on deposit with a leading bank for a period starting on the Business Day following
receipt or recovery and ending on the last day of that Interest Period.Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in New York,
US and Tokyo, Japan and (in relation to the fixing of an interest rate) which is a US Government Securities Business Day. Change of Control means the occurrence of any of the following:
(a)Â Â Â A in respect of the Borrower, the occurrence of any act, event or circumstance that without prior written consent of the Lender results in Bulk Fleet Bermuda (i) owning directly of
record and beneficially less than 100% of the issued and outstanding equity interests in the Borrower, or (ii) ceasing to control directly 100% of the Borrower; or (b)Â Â Â A in respect of Bulk
Fleet Bermuda, the occurrence of any act, event or circumstance that without prior written consent of the Lender results in Bulk Partners Holding (i) owning directly of record and beneficially
less than 100% of the issued and outstanding equity interests in Bulk Fleet Bermuda, or (ii) ceasing to control directly 100% of Bulk Fleet Bermuda; or(c)Â Â Â A in respect of Bulk Partners
Holding the occurrence of any act, event or circumstance that without prior written consent of the Lender results in Bulk Partners Bermuda (i) owning directly of record and beneficially less
than 100% of the issued and outstanding equity interests in Bulk Partners Holding, or (ii) ceasing to control directly 100% of Bulk Partners Holding; or(d)Â Â Â A in respect of Bulk Partners
Bermuda, the occurrence of any act, event or circumstance that without prior written consent of the Lender results in the Parent (i) owning directly of record and beneficially less than 100% of
the issued and outstanding equity interests in Bulk Partners Bermuda, or (ii) ceasing to control directly 100% of Bulk Partners Bermuda; or(e)Â Â Â A in respect of the Parent:(i)Â Â Â A the
Parent being de-listed; or(ii)Â Â Â A any party, individually or acting together with others in concert, acquires a majority stake of more than 50% of the shares in the Parent.Charged Property
means all of the assets of the Obligors which from time to time are, or are expressed or intended to be, the subject of the Transaction Security.Charter Documents means the Intercompany
Charter and any other charter commitment and any guarantee or security provided for the chartererâ€™s obligations under such charter commitment and includes any agreement varying or
terminating any of them.Classification means the classification specified in respect of the Ship in Schedule 2 (Ship information) with the relevant Classification Society or another classification
approved as its classification, at the request of the Borrower.Classification Society means the classification society specified in respect of the Ship in Schedule 2 (Ship information) or another
classification society (being a member of the International Association of Classification Societies (IACS) or, if such association no longer exists, any similar association nominated by the Lender)
approved as its Classification Society, at the request of the Borrower.CME Term SOFR means the Term SOFR reference rate administered by CME Group Benchmark Administration Limited (or
any other person which takes over the administration of that rate) (before any correction, recalculation or republication by the administrator) for the relevant period published by CME Group
Benchmark Administration Limited (or any other person which takes over the publication of that rate).7Commitment means the amount specified as such in Schedule 1 (The original parties) to
the extent not cancelled or reduced under this Agreement.Compliance Certificate means a certificate in the form set out in Schedule 4 6 (Form of Compliance Certificate) or in any other form
agreed between the Parent and the Lender.Confidential Information means all information relating to an Obligor, the Group, the Finance Documents or the Facility of which the Lender becomes
aware in its capacity as, or for the purpose of becoming, the Lender or which is received by the Lender in relation to, or for the purpose of becoming the Lender under, the Finance Documents
or the Facility from any member of the Group or any of its advisers in whatever form, and includes information given orally and any document, electronic file or any other way of representing or
recording information which contains or is derived or copied from such information but excludes:(a)Â Â Â A information that:(i)Â Â Â A is or becomes public information other than as a direct or
indirect result of any breach by the Lender of clause 41 (Confidential Information); or(ii)Â Â Â A is identified in writing at the time of delivery as non-confidential by any member of the Group or
any of its advisers; or(iii)Â Â Â A is known by the Lender before the date the information is disclosed to it in accordance with paragraphs (i) or (ii) above or is lawfully obtained by the Lender
after that date, from a source which is, as far as the Lender is aware, unconnected with the Group and which, in either case, as far as the Lender is aware, has not been obtained in breach of,
and is not otherwise subject to, any obligation of confidentiality; and(b)Â Â Â A any Funding Rate.Constitutional Documents means, in respect of an Obligor, such Obligorâ€™s memorandum and
articles of association, by-laws or other constitutional documents including as referred to in any certificate relating to an Obligor delivered pursuant to Schedule 3 (Conditions precedent and
conditions subsequent).Default means an Event of Default or any event or circumstance specified in clause 28 (Events of Default) which would (with the expiry of a grace period, the giving of
notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.Delegate means any delegate, agent or attorney
appointed by the Lender.Disruption Event means either or both of:(a)Â Â Â A a material disruption to those payment or communications systems or to those financial markets which are, in
each case, required to operate in order for payments to be made in connection with the Facility (or otherwise in order for the transactions contemplated by the Finance Documents to be carried
out) which disruption is not caused by, and is beyond the control of, any of the Parties; or(b)Â Â Â A the occurrence of any other event which results in a disruption (of a technical or systems-
related nature) to the treasury or payments operations of a Party preventing that, or any other Party:(i)Â Â Â A from performing its payment obligations under the Finance Documents;
or(ii)Â Â Â A from communicating with other Parties in accordance with the terms of the Finance Documents, and which (in either such case) is not caused by, and is beyond the control of, the
Party whose operations are disrupted.Earnings means, in relation to a person, all money at any time payable to that person for or in relation to the use or operation of the Ship including freight,
hire and passage moneys, money payable to that person for the provision of services by or from the Ship or under any charter commitment, requisition for hire compensation, remuneration for
salvage and towage services, demurrage and detention moneys and damages for breach and payments for termination or variation of any charter commitment.EEA Member Country means any
member state of the European Union, Iceland, Liechtenstein and Norway.Environmental Claims means:(a)Â Â Â A enforcement, clean-up, removal or other governmental or regulatory action or
orders or claims instituted or made pursuant to any Environmental Laws or resulting from a Spill; or(b)Â Â Â A any claim made by any other person relating to a Spill.Environmental Incident
means any Spill from any vessel in circumstances where:(a)Â Â Â A any Fleet Vessel or its owner, operator or manager may be liable for Environmental Claims arising from the Spill (other than
Environmental Claims arising and fully satisfied before the date of this Agreement); and/or(b)Â Â Â A any Fleet Vessel may be arrested or attached in connection with any such Environmental
Claim.Environmental Laws means all laws, regulations and conventions concerning pollution or protection of human health or the environment.9EU Bail-In Legislation Schedule means the
document described as such and published by the Loan Market Association (or any successor person) from time to time.Event of Default means any event or circumstance specified as such in
clause 28 (Events of Default).Facility means the term loan facility made available under this Agreement as described in clause 2 (The Facility).Facility Period means the period from and
including the date of this Agreement to and including the date on which the Commitment has reduced to zero and all indebtedness of the Obligors under the Finance Documents has been fully
paid and discharged.Fair Market Value means, at any time, the amount in dollars which, at that time, is the market value of the Ship as determined by a valuation provided by an Approved
Valuer in each case as most recently determined in accordance with this Agreement.FATCA means:(a)Â Â Â A sections 1471 to 1474 of the US Internal Revenue Code of 1986 or any associated
regulations;(b)Â Â Â A any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case)
facilitates the implementation of any law or regulation referred to in paragraph (a) above; or(c)Â Â Â A any agreement pursuant to the implementation of any treaty, law or regulation referred to
in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.FATCA Deduction means a
deduction or withholding from a payment under a Finance Document required by FATCA.FATCA Exempt Party means a Party that is entitled to receive payments free from any FATCA
Deduction.Fee Letter means any letter or letters dated on or about the date of this Agreement between the Lender and the Borrower setting out any of the fees referred to in clause 12 (Fees)
and includes any agreement setting out any fees payable to the Lender under any other Finance Document.Final Repayment Date means, for the Loan, subject to clause 34.3 (Business Days),
the date falling on the fifth anniversary of the Utilisation Date relating to the Loan.Finance Documents means this Agreement, any Fee Letter, the Security Documents and any other document
designated as such by the Lender and the Borrower.10Financial Indebtedness means any indebtedness for or in respect of:(a)Â Â Â A moneys borrowed and debit balances at banks or other
financial institutions;(b)Â Â Â A any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent);(c)Â Â Â A any note purchase facility or the issue of bonds,
notes, debentures, loan stock or any similar instrument;(d)Â Â Â A the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, as

asset, be treated as a finance or capital lease; (e) A A A receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirement for de-recognition under GAAP, as applicable); (f) A A A any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account); (g) A A A any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; (h) A A A any amount raised by the issue of shares which are redeemable (other than at the option of the issuer) before the Final Repayment Date or are otherwise classified as borrowings under GAAP); (i) A A A any amount of any liability under an advance or deferred purchase agreement if (a) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (b) the agreement is in respect of the supply of assets or services and payment is due more than one hundred eighty (180) days after the date of supply; (j) A A A any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing or otherwise classified as borrowings under GAAP; and (k) A A A the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above. Financial Year means the annual accounting period of the Group ending on or about the Accounting Reference Date in each year. 11 First Repayment Date for the Loan means the date falling three (3) Months after the Utilisation Date for the Loan. Flag State means the country specified in respect of the Ship in Schedule A 2 (Ship information) or such other state or territory as may be approved in advance, at the request of the Borrower, as being the "Flag State" of the Ship for the purposes of the Finance Documents. Fleet Vessel means the Ship and any other vessel owned, operated, managed or crewed by any Group Member. Funding Rate means any individual rate notified by the Lender to the Borrower pursuant to paragraph (a)(ii) of clause 11.3 (Cost of funds). GAAP means generally accepted accounting principles in the US, including, without limitation, those 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 or in such other statements by such other entity as approved by a significant segment of the accounting profession. General Assignment means a first priority assignment of (inter alia) the rights of the Borrower which is the owner of the Ship under and to: (a) A A A all Insurances and Requisition Compensation relating to that Ship; (b) A A A all Earnings and Charter Documents for the Ship, which assignment is (or is to be) granted by the Borrower in favour of the Lender in the agreed form. Group means the Parent, each other Guarantor, the Borrower and any of their respective Subsidiaries for the time being and, for the purposes of clause 20.3 (Financial statements), any other entity required to be treated as a subsidiary in its consolidated accounts in accordance with GAAP and/or any applicable law. Group Member means any Obligor and any other entity which is part of the Group. Guarantor means each company described as such in Schedule A 1 (The original parties). Historic CME Term SOFR means, in relation to the Loan or any part of the Loan, the most recent applicable CME Term SOFR for a period equal in length to the Interest Period of the Loan or that part of the Loan and which is as of a day which is no more than three (3) US Government Securities Business Days before the Quotation Day. Holding Company means, in relation to a person, any other person in respect of which it is a Subsidiary. 12 Increased Costs has the meaning given to that term in paragraph (c) of clause 14.1 (Increased costs). Indemnified Person means: (a) A A A the Lender, each Receiver, any Delegate and any attorney, agent or other person appointed by them under the Finance Documents; (b) A A A each Affiliate of those persons; and (c) A A A any officers, directors, employees, advisers, representatives or agents of any of the above persons. Insurance Notice means a notice of assignment of Insurances in the form scheduled to the relevant General Assignment or in another approved form. Insurances means: (a) A A A all policies and contracts of insurance and reinsurance; and (b) A A A all entries in a protection and indemnity or war risks or other mutual insurance association in the name of the Borrower (as owner of the Ship) or in the joint names of its owner and any other person in respect of or in connection with the Ship and/or its owner's Earnings from the Ship and includes all benefits thereof (including the right to receive claims and to return of premiums). Intercompany Charter means, in relation to the Ship, the time charter party dated 1 May 2024 entered into between the Borrower, as owner, and Pangaea Logistics Solutions (BVI) Ltd, as charterer. Interest Period means, in relation to the Loan (or any part of the Loan), each period determined in accordance with clause 10 (Interest Periods) and, in relation to an Unpaid Sum, each period determined in accordance with clause 9.3 (Default interest). Interpolated CME Term SOFR means in relation to the Loan or any part of it or any Unpaid Sum, the rate (rounded to the same number of decimal places as CME Term SOFR) which results from interpolating on a linear basis between: (a) A A A the applicable CME Term SOFR (on the Quotation Day) for the longest period (for which CME Term SOFR is available) which is less than the Interest Period of the Loan or Unpaid Sum; and (b) A A A the applicable CME Term SOFR (on the Quotation Day) for the shortest period (for which CME Term SOFR is available) which exceeds the Interest Period of the Loan or Unpaid Sum. Interpolated Historic CME Term SOFR means, in relation to the Loan or any part of the Loan, the rate (rounded to the same number of decimal places as CME Term SOFR) which results from interpolating on a linear basis between: 13 (a) A A A either: (i) A A A the most recent applicable CME Term SOFR (as of a day which is not more than three (3) US Government Securities Business Days before the Quotation Day) for the longest period (for which CME Term SOFR is available) which is less than the Interest Period of the Loan or that part of the Loan; or (ii) A A A if no such CME Term SOFR is available for a period which is less than the Interest Period of the Loan or that part of the Loan, the most recent SOFR for a day which is no more than five (5) US Government Securities Business Days (and no less than two (2) US Government Securities Business Days) before the Quotation Day; and (b) A A A the most recent applicable CME Term SOFR (as of a day which is not more than three (3) US Government Securities Business Days before the Quotation Day) for the shortest period (for which CME Term SOFR is available) which exceeds the Interest Period of the Loan or that part of the Loan. Last Availability Date means 10 August 2024 (or such later date as may be approved). Legal Opinion means any legal opinion delivered to the Lender under clause 4 (Conditions of Utilisation). Legal Reservations means: (a) A A A the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors; (b) A A A the time barring of claims under the Limitation Act 1980 and the Foreign Limitation Periods Act 1984; and (c) A A A the possibility that an undertaking to assume liability for, or indemnify a person against, non-payment of UK stamp duty may be void and defences of set-off or counterclaim. Lender means: (a) A A A the entity listed in Schedule A 1 (The original parties) as the Lender; and (b) A A A any bank, financial institution, trust, fund or other entity which has become a Party as the Lender in accordance with clause 29 (Changes to the Lender), which in each case has not ceased to be the Lender in accordance with the terms of this Agreement. 14 Loan means the principal amount of the Utilisation made or to be made under the Facility or the part of the principal amount thereof which is outstanding for the time being. Losses means any costs, expenses, payments, charges, losses, demands, liabilities, claims, actions, proceedings, penalties, fines, damages, judgments, orders or other sanctions. Loss Payable Clauses means the provisions concerning payment of claims under the Ship's Insurances in the form scheduled to the General Assignment or in another approved form. Major Casualty means any casualty to a vessel for which the total insurance claim, inclusive of any deductible, exceeds or may exceed the Major Casualty Amount. Major Casualty Amount means the amount specified as such in Schedule A 2 (Ship information) or the equivalent in any other currency. Manager's Undertaking means an undertaking granted or to be granted by each Approved Manager which is a ship manager in respect of the commercial and/or technical management of the Ship in favour of the Lender in the agreed form (collectively the Managers' Undertakings). Margin means 1.90% per annum. Market Disruption Rate means the Reference Rate. Material Adverse Effect means, in the reasonable opinion of the Lender, a material adverse effect on: (a) A A A the business, operations, property, condition (financial or otherwise), performance or prospects of an Obligor; or (b) A A A the ability of an Obligor to perform its obligations under the Finance Documents; or (c) A A A the legality, validity or enforceability of, or the effectiveness or ranking of any Security Interest granted or purporting to be granted pursuant to any of, the Finance Documents or the rights or remedies of the Lender under any of the Finance Documents. Month means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that: (a) A A A (subject to paragraph (c) below) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in the calendar month in which that period is to end (if there is one) or on the immediately preceding Business Day (if there is not); (b) A A A if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and 15 (c) A A A if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end. The above rules will only apply to the last Month of any period. Mortgage means a first mortgage of the Ship in the agreed form by the Borrower in favour of the Lender (together the Mortgages). Mortgage Period means the period from the date the Mortgage over the Ship is executed and registered until the date such Mortgage is released and discharged or, if earlier, the Ship's Total Loss Date. New Lender has the meaning given to that term in clause 29 (Changes to the Lender). Obligor means each Original Obligor and each other person who becomes a party to the Finance Documents after the original date thereof in each case (other than the Lender) and Obligors means all of them. Original Financial Statements means the consolidated audited financial statements of the Parent for the three (3) Financial Years ended 2021, 2022 and 2023. Original Jurisdiction means, in relation to an Original Obligor, the jurisdiction under whose laws that Obligor is incorporated as at the date of this Agreement or, in the case of any other Obligor, as at the date on which that Obligor becomes an Obligor. Original Obligor means each party to this Agreement and the Original Security Documents (other than the Lender). Original Security Documents means: (a) A A A the Mortgage; (b) A A A the General Assignment; (c) A A A the Share Security; and (d) A A A the Manager's Undertaking. Parent means Pangaea Logistics Solutions Ltd., a company incorporated in Bermuda with registration number 49020 of 3rd Floor, Par la Ville Place, 14 Par la Ville Road, Hamilton HM08, Bermuda, being one of the Guarantors and also the indirect owner of 100% of the issued share capital of the Borrower. Party means a party to this Agreement. Permitted Maritime Liens means: 16 (a) A A A unless a Default is continuing, any ship repairer's wages or outfitter's possessory lien in respect of the Ship for an amount not exceeding the Major Casualty Amount; (b) A A A any lien on the Ship for master's, officer's or crew's wages outstanding in the ordinary course of its trading in accordance with first class ownership and management practice; (c) A A A any lien on the Ship for salvage; and (d) A A A any lien arising in the ordinary course of operation, maintenance or other business or by statute or operation of law and not as a result of any default or omission by the Borrower and in respect of amounts not yet due and payable or for which adequate reserves have been made or an adequate bond has been provided, so long there is no material risk of the sale, seizure, detention, forfeiture or loss of the Ship. Permitted Security Interests means any Security Interest over the Ship which is: (a) A A A granted by the Finance Documents; or (b) A A A a Permitted Maritime Lien; or (c) A A A approved by the Lender. Pollutant means and includes crude oil and its products, any other polluting, toxic or hazardous substance and any other substance whose release into the environment is regulated or penalised by Environmental Laws. Prohibited Person means a person that is: (a) A A A listed on, or owned or controlled by a person listed on, or acting on behalf of a person listed on, any Sanctions List; (b) A A A located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a person located in or organised under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions; or (c) A A A otherwise a target of Sanctions (namely a person with whom a US person or other national under the jurisdiction of a Sanctions Authority would be prohibited or restricted by any law relating to Sanctions from engaging in trade, business or other activities contrary to such Sanctions). Quasi-Security has the meaning given to that term in clause 23.2 (General negative pledge). Quotation Day means, in relation to any period for which an interest rate is to be determined, two (2) US Government Securities Business Days before the first day of that period (unless market practice differs in 17 the relevant syndicated loan market, in which case the Quotation Day shall be determined by the Lender in accordance with that market practice (and if quotations would normally be given on more than one (1) day, the Quotation Day will be the last of those days)). Receiver means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property appointed under any Security Document. Reference Rate means, in relation to the Loan, either: (a) A A A the applicable CME Term SOFR as of the Quotation Day and for a period equal in length to the Interest Period of the Loan; or (b) A A A as otherwise determined pursuant to clause 11.1 (Unavailability of CME Term SOFR), and if, in any such case, that rate is less than zero, the Reference Rate shall be deemed to be zero. Registry means such registrar, commissioner or representative of the relevant Flag State who is duly authorised and empowered to register the Ship, the Borrower's title to the Ship and the Mortgage under the laws of its Flag State. Relevant Documents has the meaning given to that term in Schedule A 3, Part 1, paragraph 1(b)(i) (Original Obligor's corporate documents). Relevant Jurisdiction means, in relation to an Obligor: (a) A A A its Original Jurisdiction; (b) A A A any jurisdiction where any Charged Property owned by it is situated; (c) A A A any jurisdiction where it conducts its business; and (d) A A A any jurisdiction whose laws govern the perfection of any of the Security Documents entered into by it. Repayment Date means: (a) A A A the First Repayment Date; (b) A A A each of the subsequent dates, each being the numerically corresponding date of the Utilisation Date in the calendar month (or, if there is none, the last Business Day in that calendar month), falling at intervals of approximately three (3) Months thereafter up to but not including the Final Repayment Date; and (c) A A A the Final Repayment Date. 18 Repeating Representations means each of the representations set out in clauses 19.2 (Status) to clause 19.35 (Anti-social Forces and Violent Demands) save for the Ship Representations and the representations set out in clauses 19.13 (No Insolvency), 19.14 (No filing or stamp taxes), 19.15 (Deduction of Tax), and 19.20 (No Default). Requisition Compensation means any compensation paid or payable by a government entity for the requisition for title, confiscation or compulsory acquisition of the Ship. Resolution Authority means any body which has authority to exercise any Write-down and Conversion Powers. Sanctions means the laws, regulations, embargoes or restrictive measures in each case relating to economic sanctions administered, enacted or enforced by any Sanctions Authority (whether or not any Obligor is legally bound to comply with such laws, regulations, embargoes or measures). Sanctions Authority means any of: (a) A A A the United States federal government; or (b) A A A the United Nations; or (c) A A A the United Kingdom; or (

of an actual total loss, the date it happened; or, if such date is not known, the date on which the vessel was last reported; (b) if in the case of a constructive, compromised, agreed or arranged total loss, the earliest of: (i) if in the date notice of abandonment of the vessel is given to its insurers; or (ii) if in the case of a claim, the date later determined by a competent court of law to have been the date on which the total loss happened; or (iii) if in the date upon which a binding agreement as to such compromised or arranged total loss has been entered into by the vessel's insurers; (c) if in the case of a requisition for title, confiscation or compulsory acquisition, thirty (30) days after the date it happened; and (d) if in the case of hijacking, theft, condemnation, capture, seizure, arrest or detention, the date thirty (30) days after the date upon which it happened. Total Loss Repayment Date means, where the Ship has become a Total Loss, the earlier of: (a) if in the date one hundred and twenty (120) days after its Total Loss Date; and 21 (b) if in the date upon which insurance proceeds or Requisition Compensation for such Total Loss are paid by insurers or the relevant government entity. Transaction Security means the Security Interests created or evidenced or expressed to be created or evidenced under or pursuant to the Security Documents. Treasury Transaction means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price. UK Bail-In Legislation means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings). Unpaid Sum means any sum due and payable but unpaid by an Obligor under the Finance Documents. US means the United States of America. US Government Securities Business Day means any day other than: (a) if in the date a Saturday or a Sunday; and (b) if in the date a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US Government securities. Utilisation means the making of the Loan. Utilisation Date means the date on which the single Utilisation permitted under this Agreement is to be made. Utilisation Request means the single utilisation notice permitted under this Agreement which shall be substantially in the form set out in Schedule 4 (Utilisation Request). VAT means: (a) if in the date any value added tax imposed by the Value Added Tax Act 1994; (b) if in the date any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and (c) if in the date any other tax of a similar nature, whether imposed in the United Kingdom or in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraphs (a) or (b) above, or imposed elsewhere. Violent Demand means any of the following acts: (a) if in the date a violent demand; (b) if in the date an unreasonable demand beyond the limit permissible under the applicable laws and regulations; (c) if in the date threatening words and deeds or violence in relation to a transaction with the Lender; (d) if in the date an injury to the reputation of the Lender or interference with their business by spreading a rumour, or using a fraudulent means or unlawful influence; or (e) if in the date any act similar to any of the above. Write-down and Conversion Powers means: (a) if in the date in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule; and (b) if in the date in relation to any other applicable Bail-In Legislation other than the UK Bail-In Legislation: (i) if in the date any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person 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; and (ii) if in the date any similar or analogous powers under that Bail-In Legislation; and (c) if in the date in relation to the UK Bail-In Legislation any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person 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 UK Bail-In Legislation that are related to or ancillary to any of those powers. 1.2A if in the date a Construction 23(a) if in the date Unless a contrary indication appears, a reference in any of the Finance Documents to: (i) if in the date Sections, clauses and Schedules are to be construed as references to the Sections and clauses of, and the Schedules to, the relevant Finance Document and references to a Finance Document include its Schedules; (ii) if in the date a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as it may from time to time be amended, restated, novated or replaced, however fundamentally; (iii) if in the date words importing the plural shall include the singular and vice versa; (iv) if in the date a time of day are to the time in Tokyo, Japan; (v) if in the date any person includes its successors in title, permitted assignees or transferees; (vi) if in the date a document in agreed form means: (A) if in the date where a Finance Document has already been executed by all of the relevant parties, such Finance Document in its executed form; (B) if in the date prior to the execution of a Finance Document, the form of such Finance Document separately agreed in writing between the Lender and the Borrower as the form in which that Finance Document is to be executed or another form approved at the request of the Borrower or, if not so agreed or approved, is in the form specified by the Lender; (vii) if in the date approved means approved in writing by the Lender (on such conditions as the Lender may impose) and approval and approve shall be construed accordingly; (viii) if in the date assets includes present and future properties, revenues and rights of every description; (ix) if in the date a charter commitment means, in relation to a vessel, any charter or contract for the use, employment or operation of that vessel or the carriage of people and/or cargo or the provision of services by or from it and includes any agreement for pooling or sharing income derived from any such charter or contract; (x) if in the date a control of an entity means: (A) if in the date the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to: 24(1) if in the date a cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of that entity; or 2(A) if in the date appoint or remove all, or the majority, of the directors or other equivalent officers of that entity; or 3(A) if in the date give directions with respect to the operating and financial policies of that entity with which the directors or other equivalent officers of that entity are obliged to comply; and/or (B) if in the date the holding beneficially of more than 50% of the issued share capital of that entity (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital) (and, for this purpose, any Security Interest over share capital shall be disregarded in determining the beneficial ownership of such share capital); and controlled shall be construed accordingly; (xi) if in the date the term disposal or dispose means a sale, transfer or other disposal (including by way of lease or loan but not including by way of loan of money) by a person of all or part of its assets, whether by one (1) transaction or a series of transactions and whether at the same time or over a period of time, but not the creation of a Security Interest; (xii) if in the date the equivalent of an amount specified in a particular currency (the specified currency amount) shall be construed as a reference to the amount of the other relevant currency which can be purchased with the specified currency amount as conclusively determined by the Lender acting reasonably (with the relevant exchange rate of any such purchase being the Lender's spot rate of exchange); (xiii) if in the date a government entity means any government, state or agency of a state; (xiv) if in the date a guarantee means (other than in clause 18 (Guarantee and indemnity)) any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness; (xv) if in the date an indebtedness includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent; (xvi) if in the date an obligation means any duty, obligation or liability of any kind; 25(xvii) if in the date something being in the ordinary course of business of a person means something that is in the ordinary course of that person's current day-to-day operational business (and not merely anything which that person is entitled to do under its Constitutional Documents); (xviii) if in the date pay or repay in clause 23 (Business restrictions) includes by way of set-off, combination of accounts or otherwise; (xix) if in the date a person includes any individual, firm, company, corporation, government entity or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality); (xx) if in the date a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation and, in relation to the Lender, includes (without limitation) any Basel II Regulation or Basel III Regulation applicable to the Lender or its Affiliates; (xxi) if in the date a right means any right, privilege, power or remedy, any proprietary interest in any asset and any other interest or remedy of any kind, whether actual or contingent, present or future, arising under contract or law, or in equity; (xxii) if in the date a trustee, fiduciary and fiduciary duty has in each case the meaning given to such term under applicable law; (xxiii) if in the date (i) the liquidation, winding up, dissolution, or administration of a person or (ii) a receiver or administrative receiver or administrator in the context of insolvency proceedings or security enforcement actions in respect of a person shall be construed so as to include any equivalent or analogous proceedings or any equivalent and analogous person or appointee (respectively) under the law of the jurisdiction in which such person is established or incorporated or any jurisdiction in which such person carries on business including (in respect of proceedings) the seeking or occurrences of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors; (xxiv) if in the date a provision of law is a reference to that provision as amended or re-enacted; and (xxv) if in the date the Lender's cost of funds in relation to its participation in a Loan (or any relevant part of it) is a reference to the cost (determined either on an actual or a notional basis) which the Lender would incur if it were to fund, from whatever source(s) it may reasonably select, an amount equal to the amount of that Loan (or any relevant part of it) for a period equal in length to the Interest Period for that Loan (or the relevant part of it). 26(b) if in the date The determination of the extent to which a rate is "for a period equal in length" to an Interest Period shall disregard any inconsistency arising from the last day of that Interest Period being determined pursuant to the terms of this Agreement. (c) if in the date Where in this Agreement a provision includes a monetary reference level in one currency, unless a contrary indication appears, such reference level is intended to apply equally to its equivalent in other currencies as of the relevant time for the purposes of applying such reference level to any other currencies. (d) if in the date A Section, clause and Schedule headings are for ease of reference only. (e) if in the date Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement. (f) if in the date A Default (other than an Event of Default) is continuing if it has not been remedied or waived and an Event of Default is continuing if it has not been waived. 1.3A if in the date A Currency symbols and definitions, USD and dollars denote the lawful currency of the United States of America. 1.4A if in the date Third party rights (a) if in the date Unless expressly provided to the contrary in a Finance Document for the benefit of the Lender or another Indemnified Person, a person who is not a party to a Finance Document has no right under the Contracts (Rights of Third Parties) Act 1999 (the Third Parties Act) to enforce or enjoy the benefit of any term of the relevant Finance Document. (b) if in the date Any Finance Document may be rescinded or varied by the parties to it without the consent of any person who is not a party to it (unless otherwise provided by this Agreement). (c) if in the date An Indemnified Person who is not a party to a Finance Document may only enforce its rights under that Finance Document through the Lender and if and to the extent and in such manner as the Lender may determine. 1.5A if in the date A Finance Documents Where any other Finance Document provides that this clause 1.5 shall apply to that Finance Document, any other provision of this Agreement which, by its terms, purports to apply to all or any of the Finance Documents and/or any Obligor shall apply to that Finance Document as if set out in it but with all necessary changes. 271.6A if in the date A Conflict of documents The terms of any other Finance Document (other than as relates to the creation and/or perfection of security) are subject to the terms of this Agreement and, in the event of any conflict between any provision of this Agreement and any provision of any other Finance Document (other than in relation to the creation and/or perfection of security) the provisions of this Agreement shall prevail. 1.7A if in the date A Information Services A reference in this Agreement to a page or screen of an information service displaying a rate shall include: (a) if in the date any replacement page of that information service which displays that rate; and (b) if in the date the appropriate page of such other information service which displays that rate from time to time in place of that information service, and, if such page or service ceases to be available, shall include any other page or service displaying that rate specified by the Lender after consultation with the Borrower. 1A if in the date 28Section 2A - A The Facility 2A A The Facility 2.1A A The Facility Subject to the terms of this Agreement, the Lender makes available to the Borrower a term loan facility in an amount up to the Commitment shown in Schedule 1 (The original parties) for the Ship. 2.2A if in the date A Borrower's rights and obligations (a) if in the date The obligations of the Borrower under the Finance Documents shall continue until all amounts which may be or become payable by the Borrower under or in connection with the Finance Documents have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in part. (b) if in the date A If any discharge, release or arrangement (whether in respect of any security for those obligations or otherwise) is made by the Lender in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Borrower under this Agreement will continue or be reinstated as if the discharge, release or arrangement had not occurred. 3A if in the date A Purpose 3.1A if in the date A Purpose The Borrower shall apply all amounts borrowed under the Facility in accordance with this clause 3.3. 3.2A if in the date A Refinancing of indebtedness The Commitment shall be made available solely for the purpose of assisting the Borrower in financing existing indebtedness in relation to the Ship. 3.3A if in the date A Monitoring The Lender is not bound to monitor or verify the application of any amount borrowed pursuant to this Agreement. 4A if in the date A Conditions of Utilisation 4.1A if in the date A Initial conditions precedent 29The Lender shall receive all of the documents and other evidence listed in Part 1 (Initial conditions precedent) of Schedule 3 (Conditions precedent and conditions subsequent) in form and substance satisfactory to the Lender prior to the submission of the Utilisation Request under this Agreement. 4.2A if in the date A Utilisation conditions precedent The Lender will only be obliged to comply with clause 5.4 (Lender's obligation to lend) and pay the proceeds of the applicable Loan in accordance with the provisions of the Utilisation Request on the proposed Utilisation Date if: (a) if in the date no later

substitution for that preceding repayment schedule, subject only to the correction of any manifest error. (b) If there is a partial prepayment of the Loan by the Borrower (other than under clause 6.2 (Scheduled repayment of Facility)) before any Repayment Date (each a Reduction), then the Lender shall provide to the Borrower (with a copy to the Guarantors) a revised repayment schedule (prepared on the same basis as the preceding repayment schedule, but with a reduction first of the Balloon and thereafter of future repayment instalments in the inverse order of their respective due dates) which shall then be substituted for the repayment schedule set forth in Schedule 5 (Repayment Schedule) and shall be immediately effective in substitution for the preceding repayment schedule, subject only to the correction of any manifest error.

7. **Illegality, prepayment and cancellation**

7.1 If, in any applicable jurisdiction, it becomes unlawful for the Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain the Loan or it becomes unlawful for any Affiliate of the Lender to do so: (a) Upon the Lender notifying the Borrower, the Commitment will be immediately cancelled; and (b) the Borrower shall repay the Loan on the last day of the Interest Period which is then current at the time when the Lender issues a notice to the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Borrower (being no earlier than the last day of any applicable grace period permitted by law) and the Lender's Commitment shall be cancelled in the amount repaid.

7.2 A non-voluntary cancellation

The Borrower may not cancel the whole or any part of the Commitment.

7.3 A Voluntary prepayment; prepayment fee (a) The Borrower may, if it gives the Lender not less than ten (10) Business Days (or such shorter period as the Lender may agree) prior notice, prepay the whole or any part of any Loan (but if in part, being an amount that reduces the amount of the Loan by a minimum amount of \$500,000 and a multiple of \$500,000), on the last day of an Interest Period in respect of the amount to be prepaid. (b) If there is any prepayment of the Loan under this Agreement: (i) A on or before the first anniversary of the Utilisation Date in respect of the Loan, the Borrower shall also pay to the Lender an amount equal to 1.5% of the relevant part of the Loan prepaid; (ii) A after the first anniversary of the Utilisation Date in respect of the Loan but on or before the second anniversary, the Borrower shall also pay to the Lender an amount equal to 1.0% of the relevant part of the Loan prepaid; and (iii) A after the second anniversary of the Utilisation Date in respect of the Loan but on or before the third anniversary, the Borrower shall also pay to the Lender an amount equal to 0.25% of the relevant part of the Loan prepaid, in each case as a prepayment fee on the day of such prepayment. For the avoidance of doubt such prepayment fee shall not apply with respect to any prepayment of the Loan at any time after the third anniversary of the Utilisation Date.

33 (c) A All prepayments made under this Agreement shall be applied first in or towards prepayment of the Balloon and then against future repayment instalments in inverse chronological order of the scheduled due date for each applicable repayment instalment under clause 6.2 (Scheduled repayment of Facility).

7.4 A A Sale or Total Loss (a) If the Ship becomes a Total Loss or is sold before the Commitment has become available for borrowing under this Agreement, the Commitment shall immediately be reduced to zero. (b) A On the Total Loss Repayment Date the Borrower shall prepay the Loan in full, together with all other amounts then owing to the Lender under the Finance Documents. (c) A Where the Lender has given its consent to the sale of the Ship by the Borrower, the Borrower shall (on the date upon which that sale is completed) prepay the Loan in full, together with all other amounts then owing to the Lender under the Finance Documents.

7.5 A A Automatic cancellation Any part of the Commitment which has not been drawn down by the Last Availability Date shall be automatically cancelled at close of business in Japan on the Last Availability Date.

8. **A Restrictions**

8.1 A A Notices of cancellation and prepayment Any notice of cancellation or prepayment given by any Party under clause 7 (Illegality, prepayment and cancellation) shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.

8.2 A A Interest and other amounts Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, subject to any Break Costs and any prepayment fee payable pursuant to clause 7.3 (Voluntary prepayment; prepayment fee), without premium or penalty.

8.3 A A No re-borrowing The Borrower may not re-borrow any part of the Facility which is prepaid or repaid.

8.4 A A Prepayment in accordance with Agreement

34 The Borrower shall not repay or prepay all or any part of the Loan or cancel all or any part of the Commitment except at the times and in the manner expressly provided for in this Agreement.

8.5 A A No reinstatement of Commitment No amount of the Commitment cancelled under this Agreement may be subsequently reinstated.

Section 5A - A 35 **Costs of Utilisation**

9. A A Interest

9.1 A A Calculation of interest The rate of interest on the Loan (or any relevant part of it) for which there is a separate Interest Period) for each Interest Period is the percentage rate per annum which is the aggregate of the applicable: (a) A A Margin; and (b) A A the Reference Rate on the Quotation Day for the relevant Interest Period.

9.2 A A Payment of interest The Borrower shall pay accrued interest on the Loan (or any relevant part of it) on the last day of each Interest Period.

9.3 A A Default interest (a) A A If an Obligor fails to pay any amount payable by it under a Finance Document to the Lender on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to paragraph (c) below, is 2% per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted the applicable Loan for successive Interest Periods. (b) A A Any interest accruing under this clause 9.3 shall be immediately payable by the Obligor on demand by the Lender. (c) A A If any overdue amount consists of all or part of a Loan (or any relevant part of it) which became due on a day which was not the last day of an Interest Period relating to that Loan or the relevant part of it: (i) A A the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan or the relevant part of it; and (ii) A A the rate of interest applying to the overdue amount during that first Interest Period shall be 2% per annum higher than the rate which would have applied if the overdue amount had not become due. (d) A A Default interest payable under this clause 9.3 (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

369.4 A A Notification of rates of interest (a) A A The Lender shall promptly notify the Borrower of the determination of a rate of interest under this Agreement. (b) A A The Lender shall promptly notify the Borrower of each Funding Rate relating to the Loan (or any relevant part of it).

10. A A Interest Periods

10.1 A A Interest Periods (a) A A Subject to paragraphs (b) and (c) and to clause 10.2 (Non-Business Days) below, each Interest Period for the Loan shall have a duration of three (3) Months. (b) A A No Interest Period shall extend beyond the Final Repayment Date. (c) A A The first Interest Period for the Loan shall start on (and include) the Utilisation Date and shall end on (but exclude) the First Repayment Date and each subsequent Interest Period shall start on (and include) the last day of its preceding Interest Period and end on (but exclude) the next following Repayment Date.

10.2 A A Non-Business Days If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

11. A A Changes to the calculation of interest

11.1 A A Unavailability of CME Term SOFR (a) A A Interpolated CME Term SOFR: If no CME Term SOFR is available for an Interest Period of the Loan or any part of the Loan, the applicable Reference Rate shall be the Interpolated CME Term SOFR for a period equal in length to that Interest Period. (b) A A Historic Term SOFR: If no CME Term SOFR is available for an Interest Period of the Loan or any part of the Loan and it is not possible to calculate the Interpolated CME Term SOFR, the applicable Reference Rate shall be the Historic CME Term SOFR for the Loan or that part of the Loan. (c) A A Interpolated Historic CME Term SOFR: If paragraph (b) above applies but no Historic CME Term SOFR is available for the Interest Period of the Loan or any part of the Loan, the applicable 37 Reference Rate shall be the Interpolated Historic Term SOFR for a period equal in length to the Interest Period of the Loan or that part of the Loan. (d) A A Cost of funds: If paragraph (c) above applies but it is not possible to calculate the Interpolated Historic CME Term SOFR, clause 11.3 (Cost of funds) shall apply to that Loan for that Interest Period.

11.2 A A Market disruption If before 17:00 in Tokyo on the Business Day following the Quotation Day for an Interest Period the Lender notifies the Borrower that its cost of funds relating to the Loan or any part of it would be in excess of the Market Disruption Rate then clause 11.3 (Cost of funds) shall apply to the Loan or relevant part of it for the relevant Interest Period.

11.3 A A Cost of funds (a) A A If this clause 11.3 (Cost of funds) applies to the Loan for any Interest Period, clause 9.1 (Calculation of interest) shall not apply for that Interest Period and the rate of interest for that Interest Period shall be the percentage rate per annum which is the sum of: (i) A A the Margin; (ii) A A the rate notified to the Borrower by the Lender as soon as practicable, to be that which expresses as a percentage rate per annum the cost to the Lender of funding the Loan from whatever source it may reasonably select. (b) A A If this clause 11.3 (Cost of funds) applies and the Lender or the Borrower so require, the Lender and the Borrower shall enter into negotiations (for a period of not more than thirty (30) days) with a view to agreeing a substitute basis for determining the rate of interest. (c) A A Any alternative basis agreed pursuant to paragraph (b) above shall be binding on all Parties, and in all other circumstances the rate determined pursuant to paragraph (a) above will continue until otherwise agreed by the Parties. (d) A A If this clause 11.3 (Cost of funds) applies pursuant to clause 11.2 (Market disruption) and: (i) A A the Lender's Funding Rate is less than the relevant Market Disruption Rate; or (ii) A A the Lender does not supply a quotation pursuant to paragraph (a)(ii) above, the cost to that Lender of funding its participation in a Loan for that Interest Period shall be deemed, for the purposes of paragraph (a) above, to be the Market Disruption Rate.

38 (e) A A If the Lender and the Borrower fail to agree in writing on a substitute basis for determining the rate of interest within thirty (30) days pursuant to paragraph (b) above, the Borrower shall immediately prepay the applicable Loan, together with any Break Costs.

11.4 A A Notification to the Borrower If clause 11.3 (Cost of funds) applies, the Lender shall, as soon as is practicable, notify the Borrower.

11.5 A A Break Costs (a) A A The Borrower shall, within five (5) Business Days of demand by the Lender, pay to the Lender its Break Costs attributable to all or any part of the Loan or any relevant part of it or Unpaid Sum being paid by the Borrower on a day other than the last day of an Interest Period for the Loan or that relevant part of it or Unpaid Sum. (b) A A The Lender shall, as soon as reasonably practicable after a demand by the Borrower, provide a certificate confirming the amount of its Break Costs for any Interest Period in which they accrue.

11.6 A A Changes to the Reference Rate (a) A A If a Published Rate Replacement Event has occurred in relation to any Published Rate, any amendment or waiver which relates to: (i) A A providing for the use of a Replacement Reference Rate in place of that Published Rate; and (ii) A A (A) A A aligning any provision of any Finance Document to the use of that Replacement Reference Rate; (B) A A enabling that Replacement Reference Rate to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Reference Rate to be used for the purposes of this Agreement); (C) A A implementing market conventions applicable to that Replacement Reference Rate; (D) A A providing for appropriate fallback (and market disruption) provisions for that Replacement Reference Rate; or (E) A A adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Reference Rate (and if any adjustment or method for calculating 39 any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation), may be made with the consent of the Lender and the Obligors. (b) A A In this clause 11.6: Published Rate means: (i) A A the CME Term SOFR; or (ii) A A SOFR Published Rate Replacement Event means, in relation to a Published Rate: (i) A A the methodology, formula or other means of determining that Published Rate has, in the opinion of the Lender, materially changed; (ii) A A (A) A A (1) A A the administrator of that Published Rate or its supervisor publicly announces that such administrator is insolvent; or (2) A A information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Published Rate is insolvent, provided that, in each case, at that time, there is no successor administrator to continue to provide that Published Rate; (B) A A the administrator of that Published Rate publicly announces that it has ceased or will cease to provide that Published Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Published Rate; (1) A A the supervisor of the administrator of that Published Rate publicly announces that such Published Rate has been or will be permanently or indefinitely discontinued; or (2) A A the administrator of that Published Rate or its supervisor announces that that Published Rate may no longer be used; or (4) (iii) A A the administrator of that Published Rate (or the administrator of an interest rate which is a constituent element of that Published Rate) determines that that Published Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Lender) temporary; or (iv) A A in the opinion of the Lender, that Published Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement. Relevant Nominating Body means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board. Replacement Reference Rate means a reference rate which is: (i) A A formally designated, nominated or recommended as the replacement for a Published Rate by: (A) A A the administrator of that Published Rate (provided that the market or economic reality that such reference rate measures is the same as that measured by that Published Rate); or (B) A A any Relevant Nominating Body, and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the 40 Replacement Reference Rate will be the replacement under paragraph (B) above; (ii) A A in the opinion of the Lender, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to a Published Rate; or (iii) A A in the opinion of the Lender, an appropriate successor to a Published Rate.

12. A A Fees

12.1 A A Arrangement fee The Borrower shall pay to the Lender the arrangement fee in the amount and at the time agreed in the Fee Letter.

Section 6A - A 41 **Additional Payment Obligations**

13. A A Tax gross-up and indemnities

13.1 A A Definitions (a) A A In this Agreement: Protected Party means the Lender or, in relation to clause 15.4 (Indemnity concerning security) and clause 15.7 (Interest) insofar as it relates to interest on any amount demanded by that Indemnified Person under clause 15.4 (Indemnity concerning security), any Indemnified Person, which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document. Tax Credit means a credit against, relief or remission for, or repayment of any Tax. Tax Deduction means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction. Tax Payment means either the increase in a payment made by an Obligor to the Lender under clause 13.2 (Tax gross-up) or a payment under clause 13.3 (Tax indemnity). (b) A A Unless a contrary indication appears, in this clause 13 a reference to 42 determined 43 means a determination made in the absolute discretion of the person making the determination.

13.2 A A Tax gross-up (a) A A Each Obligor shall make all payments to be made by it under any Finance Document without any Tax Deduction, unless a Tax Deduction is required by law. (b) A A The Borrower shall, promptly upon becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction), notify the Lender accordingly. Similarly, the Lender shall notify the Borrower on becoming so aware in respect of a payment payable to the Lender. (c) A A If a Tax Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor under the relevant Finance Document shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

42 (d) A A If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law. (e) A A Within thirty (30) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Lender evidence reasonably satisfactory to the Lender that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

13.3 A A Tax indemnity (a) A A Each Obligor who is a Party shall (within three (3) Business Days of demand by the Lender) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document. (b) A A Paragraph (a) above shall not apply: (i) A A with respect to any Tax assessed on the Lender; (A) A A under the law of the jurisdiction in which the Lender is incorporated or, if different, the jurisdiction (or jurisdictions) in which the Lender is treated as resident for tax purposes; or (B) A A under the law of the jurisdiction in which the Lender is located in respect of amounts received or receivable in that jurisdiction, if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by the Lender; or (ii) A A to the extent a loss, liability or cost: (A) A A is compensated for by an increased payment under clause 13.2 (Tax gross-up); or (B) A A relates to a FATCA Deduction required to be made by a Party. (c) A A If a Protected Party makes, or intends to make a claim under paragraph (a) above, the Lender shall promptly notify the Borrower of the event which will give, or has given, rise to the claim.

13.4 A A Indemnities on after Tax basis (a) A A If and to the extent that any sum payable to any Protected Party by the Borrower under any Finance Document by way of indemnity or reimbursement proves to be insufficient, by reason of any Tax 43 suffered thereon, for that Protected Party to discharge the corresponding liability to a third party, or to reimburse that Protected Party for the cost incurred by it in discharging the corresponding liability to a third party, the Borrower shall pay that Protected Party such additional sum as (after taking into account any Tax suffered by that Protected Party on such additional sum) shall be required to make up the relevant deficit. (b) A A If and to the extent that any sum (the Indemnity Sum)

constituting (directly or indirectly) an indemnity to any Protected Party but paid by the Borrower to any person other than that Protected Party, shall be treated as taxable in the hands of the Protected Party, the Borrower shall pay to that Protected Party such sum (the Compensating Sum) as (after taking into account any Tax suffered by that Protected Party on the Compensating Sum) shall reimburse that Protected Party for any Tax suffered by it in respect of the Indemnity Sum.(c)A A A For the purposes of paragraphs (a) and (b) above, a sum shall be deemed to be taxable in the hands of a Protected Party if it falls to be taken into account in computing the profits or gains of that Protected Party for the purposes of Tax and, if so, that Protected Party shall be deemed to have suffered Tax on the relevant sum at the rate of Tax applicable to that Protected Party's profits or gains for the period in which the payment of the relevant sum falls to be taken into account for the purposes of such Tax.13.5A A A Tax CreditIf an Obligor makes a Tax Payment and the Lender determines that:(a)A A A a Tax Credit is attributable (A) to an increased payment of which that Tax Payment forms part, (B) to that Tax Payment or (C) to a Tax Deduction in consequence of which that Tax Payment was required; and(b)A A A the Lender has obtained and utilised that Tax Credit, the Lender shall pay an amount to the Obligor which the Lender determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Obligor.13.6A A A Tax Stamp taxesThe Borrower shall pay and, within three (3) Business Days of demand, indemnify the Lender against any cost, loss or liability the Lender incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document.13.7A A A Value added tax44(a)A A A All amounts expressed in a Finance Document to be payable by any party to the Lender which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly if VAT is or becomes chargeable on any supply made by the Lender to any party under a Finance Document, and the Lender is required to account to the relevant tax authority for the VAT, that party must pay to the Lender (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and the Lender must promptly provide an appropriate VAT invoice to that party).(b)A A A Where a Finance Document requires any party to it to reimburse or indemnify the Lender for any cost or expense, that party shall reimburse or indemnify (as the case may be) the Lender for the full amount of such cost or expense, including such part thereof as represents VAT save to the extent that the Lender reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.(c)A A A Any reference in this clause 13.7 to any party shall, at any time when such party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (the term "representative member" to have the same meaning as in the Value Added Tax Act 1994).(d)A A A In relation to any supply made by the Lender to any party under a Finance Document, if reasonably requested by the Lender, that party must promptly provide the Lender with details of that party's VAT registration and such other information as is reasonably requested in connection with the Lender's VAT reporting requirements in relation to such supply.13.8A A A FATCA Information(a)A A A Subject to paragraph (c) below, each Party shall, within ten Business Days of a reasonable request by another Party:(i)A A A confirm to that other Party whether it is:(A)A A A a FATCA Exempt Party; or(B)A A A not a FATCA Exempt Party; and(ii)A A A supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and45(iii)A A A supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation or exchange of information regime.(b)A A A If a Party confirms to another Party pursuant to sub-paragraph (i) of paragraph (a) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not, or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly. (c)A A A Paragraph (a) above shall not oblige the Lender to do anything and sub-paragraph (iii) of paragraph (a) above shall not oblige any other Party to do anything which would or might in its reasonable opinion constitute a breach of:(i)A A A any law or regulation;(ii)A A A any fiduciary duty; or(iii)A A A any duty of confidentiality.(d)A A A If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with sub-paragraphs (i) or (ii) of paragraph (a) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.13.9A A A FATCA Deduction(a)A A A Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.(b)A A A Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the Party to whom it is making the payment and, in addition, shall notify the Borrower and the Lender.14A A A Increased Costs14.1A A A Increased costs(a)A A A Subject to clause 14.3 (Exceptions), the Borrower shall, within three (3) Business Days of a demand by the Lender, pay for the account of the Lender the amount of any Increased Cost incurred by the Lender or any of its Affiliates which arises as a result of:46(i)A A A the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation; or (ii)A A A compliance with any law or regulation made, in each case, after the date this Agreement; or(iii)A A A the implementation, application of or compliance with the Dodd-Frank Wall Street Reform and Consumer Protection Act, Basel III, Basel IV or CRD IV, or any law or regulation that implements or applies the Dodd-Frank Wall Street Reform and Consumer Protection Act, Basel III, Basel IV or CRD IV, regardless of the date enacted or adopted or implemented.(b)A A A In this Agreement:(i)A A A a Dodd-Frank Wall Street Reform and Consumer Protection Act means 12 U.S. Code   5301, et seq.:(ii)A A A Basel III means:(A)A A A the agreements on capital requirements, a leverage ratio and liquidity standards contained in "  Basel III: A global regulatory framework for more resilient banks and banking systems", "  Basel III: International framework for liquidity risk measurement, standards and monitoring" and "  Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;(B)A A A the rules for global systemically important banks contained in "  Global systemically important banks: assessment methodology and the additional loss absorbency requirement - Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and(C)A A A any further guidance or standards published by the Basel Committee on Banking Supervision relating to "  Basel III".(iii)A A A Basel IV means any amendment, replacement, or refinement of Basel III or any other statutory scheme known or to be known as "  Basel IV";(iv)A A A CRD IV means:(A)A A A Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending regulation (EU) No. 648/2012;47(B)A A A Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC; and(C)A A A any other law or regulation which implements Basel III.(c)A A A In this Agreement Increased Costs means:(i)A A A a reduction in the rate of return from the Facility or on the Lender's (or its Affiliate's) overall capital; (ii)A A A an additional or increased cost; or(iii)A A A a reduction of any amount due and payable under any Finance Document, which is incurred or suffered by the Lender or any of its Affiliates to the extent that it is attributable to the Lender having entered into its Commitment or funding or performing its obligations under any Finance Document.14.2A A A Increased cost claims(a)A A A If the Lender intends to make a claim pursuant to clause 14.1 (Increased costs) it shall promptly notify the Borrower.(b)A A A The Lender shall, as soon as practicable after a demand by the Borrower, provide a certificate confirming the amount of its Increased Costs.14.3A A A Exceptions(a)A A A Clause 14.1 (Increased costs) does not apply to the extent any Increased Cost is:(i)A A A attributable to a Tax Deduction required by law to be made by an Obligor;(ii)A A A A compensated for by clause 13.3 (Tax indemnity) (or would have been compensated for under clause 13.3 (Tax indemnity) but was not so compensated solely because any of the exclusions in paragraph (b) of clause 13.3 (Tax indemnity) applied); or(iii)A A A attributable to the wilful breach by the Lender or its Affiliates of any law or regulation.(b)A A A In paragraph (a) above, a reference to a Tax Deduction has the same meaning given to the term in clause 13.1 (Definitions).15A A A Other indemnities4815.1A A A Currency indemnity(a)A A A If any sum due from an Obligor under the Finance Documents (a Sum), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the First Currency) in which that Sum is payable into another currency (the Second Currency) for the purpose of:(i)A A A making or filing a claim or proof against that Obligor; and/or(ii)A A A A obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings, that Obligor shall, as an independent obligation, within three (3) Business Days of demand by the Lender, indemnify the Lender against any Losses arising out of or as a result of the conversion including any discrepancy between (i) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (ii) the rate or rates of exchange available to that person at the time of its receipt of that Sum.(b)A A A Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.15.2A A A Other indemnitiesThe Borrower shall (or shall procure that another Obligor will), within three (3) Business Days of demand by the Lender, indemnify the Lender against any and all Losses incurred by the Lender as a result of:(a)A A A the occurrence of any Default; (b)A A A a failure by an Obligor to pay any amount due under a Finance Document on its due date;(c)A A A funding, or making arrangements to fund, a Utilisation requested by the Borrower in the Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by the Lender alone); or(d)A A A the Loan (or a part of the Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower.15.3A A A Indemnity to the LenderThe Borrower shall promptly indemnify the Lender against:(a)A A A any and all Losses (together with any applicable VAT) incurred by the Lender (acting reasonably) as a result of:49(i)A A A A investigating any event which it reasonably believes is a Default;(ii)A A A A acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised; (iii)A A A A instructing lawyers, accountants, tax advisers, insurance consultants, ship managers, valuers, surveyors or other professional advisers or experts as permitted under the Finance Documents; or(iv)A A A A any action taken by the Lender or any of its representatives, agents or contractors in connection with any powers conferred by any Security Document to remedy any breach of any Obligor's obligations under the Finance Documents, and(b)A A A any and all Losses (including, without limitation, in respect of liability for negligence or any other category of liability whatsoever) (together with any applicable VAT) incurred by the Lender (otherwise than by reason of the Lender's gross negligence or wilful misconduct) or, in the case of any cost, loss or liability pursuant to clause 34.6 (Disruption to payment systems etc.) (notwithstanding the Lender's negligence, gross negligence or any other category of liability whatsoever) but not including any claim based on the fraud of the Lender in acting as Lender under the Finance Documents.15.4A A A A Indemnity concerning securityThe Borrower shall (or shall procure that another Obligor will) promptly indemnify each Indemnified Person against any and all Losses (together with any applicable VAT) incurred by it as a result of:(a)A A A any failure by the Borrower to comply with its obligations under clause 17 (Costs and expenses) or any similar provision in any other Finance Document;(b)A A A A acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;(c)A A A A the taking, holding, protection or enforcement of the Transaction Security;(d)A A A A the exercise or purported exercise of any of the rights, powers, discretions, authorities and remedies vested in the Lender and each Receiver and each Delegate by the Finance Documents or by law (otherwise, in each case, than by reason of the Lender's gross negligence or wilful misconduct);(e)A A A A any default by any Obligor in the performance of any of the obligations expressed to be assumed by it in the Finance Documents;50(f)A A A A any claim (whether relating to the environment or otherwise) made or asserted against the Indemnified Person which would not have arisen but for the execution or enforcement of one or more Finance Documents (unless and to the extent it is caused by the gross negligence or wilful misconduct of that Indemnified Person);(g)A A A A instructing lawyers, accountants, tax advisers, insurance consultants, ship managers, valuers, surveyors or other professional advisers or experts as permitted under the Finance Documents; or(h)A A A A (in the case of the Lender, any Receiver and any Delegate) acting as Lender, Receiver or Delegate under the Finance Documents or which otherwise relates to the Charged Property (otherwise, in each case, than by reason of the Lender's gross negligence or wilful misconduct).15.5A A A Continuation of indemnitiesThe indemnities by the Borrower in favour of any Indemnified Persons contained in this Agreement shall continue in full force and effect notwithstanding any breach by the Lender or the Borrower of the terms of this Agreement, the repayment or prepayment of any Loan, the cancellation of the Commitment or the repudiation by the Lender or the Borrower of this Agreement.15.6A A A A Third Parties Act(a)A A A Each Indemnified Person may rely on the terms of clause 15.4 (Indemnity concerning security) and clauses 13 (Tax gross-up and indemnities) and 15.7 (Interest) insofar as it relates to interest on, or the calculation of, any amount demanded by that Indemnified Person under clause 15.4 (Indemnity concerning security), subject to clause 1.4 (Third party rights) and the provisions of the Third Parties Act.(b)A A A A Where an Indemnified Person (other than the Lender) (the Relevant Beneficiary) who is:(i)A A A A appointed by the Lender under the Finance Documents;(ii)A A A A an Affiliate of any such person or the Lender; or(iii)A A A A an officer, director, employee, adviser, representative or agent of any of the above persons or the Lender, is entitled to receive any amount (a Third Party Claim) under any of the provisions referred to in paragraph (a) above:(A)A A A A the Borrower shall at the same time as the relevant Third Party Claim is due to the Relevant Beneficiary pay to the Lender a sum in the amount of that Third Party Claim;51(B)A A A A payment of such sum to the Lender shall, to the extent of that payment, satisfy the corresponding obligations of the Borrower to pay the Third Party Claim to the Relevant Beneficiary; and(C)A A A A if Borrower pay the Third Party Claim direct to the Relevant Beneficiary, such payment shall, to the extent of that payment, satisfy the corresponding obligations of the Borrower to the Lender under sub-paragraph (A) above.15.7A A A A InterestMoney becoming due by the Borrower to any Indemnified Person under the indemnities contained in this clause 15 (Other indemnities) or elsewhere in this Agreement shall be paid on demand made by such Indemnified Person and shall be paid together with interest on the sum demanded from the date of demand therefor to the date of reimbursement by the Borrower to such Indemnified Person (both before and after judgment) at the rate referred to in clause 9.3 (Default interest).15.8A A A A Exclusion of liabilityWithout prejudice to any other provision of the Finance Documents excluding or limiting the liability of any Indemnified Person, no Indemnified Person will be in any way liable or responsible to any Obligor (whether as mortgagee in possession or otherwise) who is a Party or is a party to a Finance Document to which this clause applies for any loss or liability arising from any act, default, omission or misconduct of that Indemnified Person, except to the extent caused by its own gross negligence or wilful misconduct. Any Indemnified Person may rely on this clause 15.8 subject to clause 1.4 (Third party rights) and the provisions of the Third Parties Act.16A A A A Mitigation by the Lender16.1A A A A Mitigation(a)A A A A The Lender shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of clause 7.1 (Illegality), clause 13 (Tax gross-up and indemnities) or clause 14 (Increased costs) including (but not limited to) transferring its rights and obligations under the Finance Documents to another Affiliate.(b)A A A A Clause 16.1(a) above does not in any way limit the obligations of any Obligor under the Finance Documents.16.2A A A A Limitation of liability52(a)A A A A The Borrower shall promptly indemnify the Lender for all costs and expenses reasonably incurred by the Lender as a result of steps taken by it under clause 16.1 (Mitigation).(b)A A A A The Lender is not obliged to take any steps under clause 16.1 (Mitigation) if, in the opinion of the Lender, a Default has occurred and is continuing or to do so might be prejudicial to it.17A A A A Costs and expenses17.1A A A A Transaction expensesThe Borrower shall, promptly on demand, pay the Lender the amount of all costs and expenses (including fees, costs and expenses of lawyers, accountants, tax advisers, insurance consultants, ship managers, valuers, surveyors or other professional advisers or experts) (together with any applicable VAT) incurred by it (and by any Receiver or Delegate) in connection with the negotiation, preparation, printing, execution, registration and perfection and any release, discharge or reassignment of:(a)A A A A this Agreement and any other documents referred to in this Agreement and the Security Documents;(b)A A A A any other Finance Documents executed or proposed to be executed after the date of this Agreement, including without limitation any documents executed to provide additional security under clause 27 (Loan to value covenant); or(c)A A A A any Security Interest expressed or intended to be granted by a Finance Document.17.2A A A A Amendment costsIf:(a)A A A A an Obligor requests an amendment, waiver or consent; or(b)A A A A an amendment is required pursuant to clause 34.5 (Change of currency), the Borrower shall, within three (3) Business Days of demand, reimburse the Lender for the amount of all costs and expenses (including fees, costs and expenses of lawyers, accountants, tax advisers, insurance consultants, ship managers, valuers, surveyors or other professional advisers or experts) (together with any applicable VAT) incurred by the Lender (and by any Receiver or Delegate) in responding to, evaluating, negotiating or complying with that request or requirement.17.3A A A A Enforcement, preservation and other costsThe Borrower shall, on demand by the Lender, pay to the Lender the amount of all costs and expenses (including fees, costs and expenses of lawyers, accountants, tax advisers, insurance consultants, ship managers, valuers, surveyors or other professional advisers or experts) (together with any applicable VAT) incurred by the Lender in connection with:(a)A A A A the enforcement of, or the preservation of any rights under, any Finance Document and the Transaction Security and any proceedings

instituted by or against any Indemnified Person as a consequence of taking or holding the Security Documents or enforcing those rights; or (b) A A A Any valuation carried out under clause 27 (Loan to value covenant) or any inspection carried out under clause 25.9 (Inspection and notice of dry-docking).Section A 7A - A 54Guaranteee18A A A A Guarantee and indemnity18.1A A A A Guarantee and indemnityEach Guarantor irrevocably and unconditionally and jointly and severally with each other Guarantor:(a) A A A A guarantees to the Lender punctual performance by each other Obligor of all such Obligorâ€™s obligations under the Finance Documents;(b) A A A A undertakes with the Lender that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, it shall immediately on demand pay that amount as if it were the principal obligor; and(c) A A A A agrees with the Lender that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation indemnify the Lender immediately on demand against any cost, loss or liability it incurs as a result of another Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by such Obligor under any Finance Document on the date when it would have been due. The amount payable by each Guarantor under this indemnity will not exceed the amount it would have had to pay under this clause 18.1 if the amount claimed had been recoverable on the basis of a guarantee.18.2A A A A Joint and several guarantee(a) A A A A The obligations of each Guarantor under this clause 18 are joint and several. Failure by a Guarantor to perform its obligations under this Agreement shall constitute a failure by all of the Guarantors.(b) A A A A Each Guarantor, irrevocably and unconditionally jointly and severally with each other Guarantor, agrees that it is responsible for the performance of the obligations of each other Obligor under the Finance Documents.18.3A A A A Continuing guaranteeThis guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by the Obligors under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.18.4A A A A ReinstatementIf any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by the Lender in whole or in part on the basis of any 55payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Guarantor under this clause 18 will continue or be reinstated as if the discharge, release or arrangement had not occurred.18.5A A A A Waiver of defencesThe obligations of each Guarantor under this clause 18 will not be affected by an act, omission, matter or thing (whether or not known to it or the Lender) which, but for this clause 18, would reduce, release or prejudice any of its obligations under this clause 18 including (without limitation):(a) A A A A any time, waiver or consent granted to, or composition with, any other Obligor or any other person;(b) A A A A the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any other Obligor or person;(c) A A A A the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any other Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;(d) A A A A any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;(e) A A A A any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;(f) A A A A any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or(g) A A A A any insolvency or similar proceedings.18.6A A A A Guarantor intentWithout prejudice to the generality of clause 18.5 (Waiver of defences), each Guarantor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents.18.7A A A A Immediate recourse56Each Guarantor waives and undertakes to waive any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Guarantor under this clause 18. This waiver and undertaking apply irrespective of any law or any provision of a Finance Document to the contrary.18.8A A A A AppropriationsUntil all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, the Lender (or any trustee or agent on its behalf) may:(a) A A A A refrain from applying or enforcing any other moneys, security or rights held or received by the Lender (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and(b) A A A A hold in an interest-bearing suspense account any moneys received from any Guarantor or on account of the Guarantorsâ€™ liability under this clause 18.18.9A A A A Deferral of Guarantorsâ€™ rights(a) A A A A Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Lender otherwise directs, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this clause 18:(i) A A A A to be indemnified by another Obligor;(ii) A A A A to claim any contribution from any other guarantor (including the Guarantors) of any Obligorâ€™s obligations under the Finance Documents;(iii) A A A A to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Lender;(iv) A A A A to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Guarantor has given a guarantee, undertaking or indemnity under clause 18 (Guarantee and indemnity);(v) A A A A to exercise any right of set-off against any other Obligor; and/or(vi) A A A A to claim or prove as a creditor of any other Obligor in competition with the Lender.57(b) A A A A If any Guarantor receives any benefit, payment or distribution in relation to such rights it will promptly pay an equal amount to the Lender for application in accordance with clause 34 (Payment mechanics). This only applies until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full.18.10A A A A Additional securityThis guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Lender.18.11A A A A Subordination of Subordinated Obligations(a) A A A A Each Guarantor agrees that it will not, nor will it permit any Group Member to, without the prior written consent of the Lender:(i) A A A A demand or, following the occurrence and during the continuation of an Event of Default, accept discharge (whether directly or from any third party) or accelerate payment of any of the Subordinated Obligations;(ii) A A A A demand, accept or claim any guarantee, indemnity or Security Interest from any person in respect of any of the Subordinated Obligations;(iii) A A A A create or permit to exist any Security Interest over, or otherwise dispose of, any of the Subordinated Obligations; or(iv) A A A A following the occurrence and during the continuation of an Event of Default, claim or exercise any right of set off or counterclaim against the Subordinated Obligations in respect of any liability now or in the future due or owing by that Guarantor or any Group Member, as the case may be, to the Borrower; or(v) A A A A commence any legal proceedings against any Obligor or take any action or step with a view to winding up any Obligor.(b) A A A A Each Guarantor agrees that, if the Borrower becomes subject to a winding up order or is wound up voluntarily:(i) A A A A that Guarantor will (promptly on request of the Lender but not otherwise) prove or, as applicable, procure that any relevant Group Member (promptly on request of the Lender but not otherwise) proves in the winding up of the Borrower in respect of the Subordinated Obligations and/or realise any security which (notwithstanding clause 18.11(a)(ii)) that Guarantor or Group Member may hold in respect of any of the Subordinated Obligations; and58(ii) A A A A that Guarantor will immediately pay to the Lender in reduction of the Secured Obligations the amount of any distributions received or amounts set off by any Group Member in respect of any of the Subordinated Obligations or received by the Group Member from any guarantee, indemnity or Security Interest which (notwithstanding clause 18.11(a)(ii)) the Group Member may then hold for or in respect of any of the Subordinated Obligations.(c) A A A A Each Guarantor agrees that, if that Guarantor fails, when required by the Lender to do so pursuant to clause 18.11(b), to prove in the winding up of the Borrower, the Lender may prove in that winding up in the name and on behalf of that Guarantor.(d) A A A A Each Guarantor agrees that if, notwithstanding clause 18.11(a), that Guarantor or any Group Member receives any payment or distribution in respect of or on account of the Subordinated Obligations (including, without limitation, any proceeds of any guarantee, indemnity or Security Interest held by that Guarantor or any Group Member in respect of any of the Subordinated Obligations) at any time in breach of clause 18.11(a), that Guarantor will, and/or will cause the relevant Group Member to, pay that amount or distribution to the Lender for application towards reduction of the Secured Obligations. If any of the Subordinated Obligations is discharged by set off (notwithstanding Clause 18.11(a)(iv)) each applicable Guarantor will, and/or will cause the relevant Group Member to, immediately pay an amount equal to the amount discharged to the Lender for application towards reduction of the Secured Obligations.(e) A A A A The obligations of each Guarantor and the rights of the Lender under this clause 18.11 shall not be affected by any fluctuations in the amount of the Secured Obligations.Section A 8A - A 59Representations, Undertakings and Events of Default19A A A A Representations19.1A A A A Each Obligor who is a Party makes and repeats the representations and warranties set out in this clause 19 to the Lender at the times specified in clause 19.36 (Times when representations are made).19.2A A A A Status(a) A A A A Each Obligor is a limited liability corporation, duly incorporated and validly existing under the law of its Original Jurisdiction.(b) A A A A Each Obligor has power and authority to own its assets and to carry on its business as it is now being conducted.19.3A A A A Binding obligationsSubject to the Legal Reservations:(a) A A A A the obligations expressed to be assumed by each Obligor in each Finance Document to which it is, or is to be, a party are or, when entered into by it, will be legal, valid, binding and enforceable obligations; and(b) A A A A (without limiting the generality of paragraph (a) above) each Security Document to which an Obligor is, or will be, a party, creates or will create the Security Interests which that Security Document purports to create and those Security Interests are or will be valid and effective.19.4A A A A Non-conflictThe entry into and performance by each Obligor of, and the transactions contemplated by the Finance Documents and the granting of the Transaction Security do not and will not conflict with:(a) A A A A any law or regulation applicable to any Obligor;(b) A A A A the Constitutional Documents of any Obligor or any other Group Member; or(c) A A A A any agreement or other instrument binding upon any Obligor or any other Group Member or any Obligorâ€™s or any other Group Memberâ€™s assetset constitute a default or termination event (however described) under any such agreement or instrument or result in the creation of any Security Interest (save for a Permitted Maritime Lien or under a Security Document) on any Obligorâ€™s or any other Group Memberâ€™s assets, rights or revenues.19.5A A A A Power and authority60(a) A A A A Each Obligor has the power to enter into, perform and deliver and comply with its obligations under, and has taken all necessary action to authorise its entry into, performance and delivery of, and compliance with, each Finance Document to which it is, or is to be, a party and each of the transactions contemplated by those documents.(b) A A A A No limitation on any Obligorâ€™s powers to borrow, create security or give guarantees will be exceeded as a result of any transaction under, or the entry into of, any Finance Document to which such Obligor is, or is to be, a party.19.6A A A A Validity and admissibility in evidence(a) A A A A All Authorisations required or desirable:(i) A A A A to enable each Obligor lawfully to enter into, exercise its rights and comply with its obligations under each Finance Document to which it is a party;(ii) A A A A to make each Finance Document to which it is a party admissible in evidence in its Relevant Jurisdictions; and(iii) A A A A to ensure that the Transaction Security has the priority and ranking contemplated by the Security Documents,have been obtained or effected and are in full force and effect except any Authorisation or filing referred to in clause 19.14 (No filing or stamp taxes), which Authorisation or filing will be promptly obtained or effected within any applicable period.(b) A A A A All Authorisations necessary for the conduct of the business, trade and ordinary activities of each Obligor have been obtained or effected and are in full force and effect.19.7A A A A Governing law and enforcement(a) A A A A The choice of governing law of any Finance Document will be recognised and enforced in each Obligorâ€™s Relevant Jurisdictions.(b) A A A A Any judgment obtained in relation to any Finance Document in the jurisdiction of the governing law of that Finance Document will be recognised and enforced in its Relevant Jurisdictions.19.8A A A A No misleading information(a) A A A A Any factual information contained in the Information Package is true and accurate in all material respects as at the date of the relevant report or document containing the information or (as the case may be) as at the date the information is expressed to be given.61(b) A A A A Any financial projection or forecast contained in the Information Package has been prepared on the basis of recent historical information and on the basis of reasonable assumptions and was fair (as at the date of the relevant report or document containing the projection or forecast) and arrived at after careful consideration.(c) A A A A The expressions of opinion or intention provided by or on behalf of an Obligor for the purposes of the Information Package were made after careful consideration and (as at the date of the relevant report or document containing the expression of opinion or intention) were fair and based on reasonable grounds.(d) A A A A No event or circumstance has occurred or arisen and no information has been omitted from the Information Package and no information has been given or withheld that results in the information, opinions, intentions, forecasts or projections contained in the Information Package being untrue or misleading in any material respect.(e) A A A A All other written information provided by any Group Member (including its advisers) to the Lender was true, complete and accurate in all material respects as at the date it was provided and is not misleading in any respect.(f) A A A A For the purposes of this clause 19.8, Information Package means any information provided by any Obligor or any other Group Member to the Lender in connection with the Finance Documents or the transactions referred to in them.19.9A A A A Original Financial Statements(a) A A A A The Original Financial Statements were prepared in accordance with GAAP consistently applied.(b) A A A A The Original Financial Statements fairly present the financial condition as at the end of the relevant Financial Years and the results of operations of the relevant Obligors and the Group during the relevant Financial Years.(c) A A A A There has been no material adverse change in the assets, business or financial condition of any Obligor (or the assets, business or consolidated financial condition of the Group) since the date of the Original Financial Statements.19.10A A A A Pari passu rankingEach Obligorâ€™s payment obligations under the Finance Documents to which it is, or is to be, a party rank at least pari passu with all its other present and future unsecured and unsubordinated payment obligations, except for obligations mandatorily preferred by law applying to companies generally.19.11A A A A Ranking and effectiveness of security62Subject to the Legal Reservations and any filing, registration or notice requirements which is referred to in any Legal Opinion:(a) A A A A the Transaction Security has (or will have when the relevant Security Documents have been executed) the priority which it is expressed to have in the Security Documents;(b) A A A A the Charged Property is not subject to any Security Interest other than Permitted Security Interests; and(c) A A A A the Transaction Security will constitute perfected security on the assets described in the Security Documents.19.12A A A A Ownership of Charged PropertyEach Obligor is the sole legal and beneficial owner of the Charged Property over which it purports to grant a Security Interest under the Security Documents and, in particular, the Borrower owns legally and beneficially the Ship.19.13A A A A No insolvencyNo corporate action, legal proceeding or other procedure or step described in clause 28.9 (Insolvency proceedings) or creditorsâ€™ process described in clause 28.10 (Creditorsâ€™ process) has been taken or, to the knowledge of any Obligor, threatened in relation to a Group Member and none of the circumstances described in clause 28.8 (Insolvency) applies to any Group Member.19.14A A A A No filing or stamp taxesUnder the laws of each Obligorâ€™s Relevant Jurisdictions it is not necessary that any Finance Document to which it is, or is to be, party be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to any such Finance Document or the transactions contemplated by the Finance Documents except any filing, recording or enrolling or any tax or fee payable in relation to any Finance Document which is referred to in any Legal Opinion and which will be made or paid promptly after the date of the relevant Finance Document.19.15A A A A Deduction of TaxNo Obligor is required to make any Tax Deduction (as defined in clause 13.1 (Definitions)) from any payment it may make under any Finance Document to which it is, or is to be, a party.19.16A A A A Tax compliance63(a) A A A A No Obligor or other Group Member is materially overdue in the filing of any Tax returns or overdue in the payment of any amount in respect of Tax.(b) A A A A No claims or investigations are being, or are reasonably likely to be, made or conducted against any Obligor or other Group Member with respect to Taxes such that a liability of, or claim against, any Obligor or other Group Member is reasonably likely to arise for an amount for which adequate reserves have not been provided in the Original Financial Statements and which might have a Material Adverse Effect.(c) A A A A Each Obligor is resident for Tax purposes only in its Original Jurisdiction.19.17A A A A Other Tax mattersThe execution or delivery or performance by any Party of the Finance Documents will not result in the Lender:(a) A A A A having any liability in respect of Tax in any Flag State;(b) A A A A having or being deemed to have a place of business in any Flag State or any Relevant Jurisdiction of any Obligor.19.18A A A A Pension exposureNo Group Member is, or may be, liable to contribute funds to any form of pension scheme or similar arrangement (other than a scheme or arrangement where the benefits conferred by it on its members are calculated solely by reference to a payment or payments made by the relevant member or by any other person in respect of that member).19.19A A A A No other businessThe Borrower is not engaging in any business other than the ownership and operation of the Ship.19.20A A A A No Default(a) A A A A No Default is continuing or might reasonably be expected to result from the making of the Utilisation or the entry into, the performance of, or any transaction contemplated by, any Finance Document.(b) A A A A No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or termination event (however described) under any other agreement or instrument which is binding on any Obligor or other Group Member to which any 64Obligorâ€™s (or any other Group

Assets are subject which might have a Material Adverse Effect. 19.21A A A No proceedings(a) A A A No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect has or have (to the best of any Obligor's knowledge and belief (having made due and careful enquiry)) been started or threatened against any Obligor or any other Group Member. (b) A A A No judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body which is reasonably likely to have a Material Adverse Effect has (to the best of any Obligor's knowledge and belief (having made due and careful enquiry)) been made against Obligor or any other Group Member. 19.22A A A No breach of laws(a) A A A No Obligor or other Group Member has breached any law or regulation which breach might have a Material Adverse Effect. (b) A A A No labour dispute is current or, to the best of any Obligor's knowledge and belief (having made due and careful enquiry), threatened against any Obligor or other Group Member which might have a Material Adverse Effect. 19.23A A A Environmental matters(a) A A A No Environmental Law applicable to any Fleet Vessel and/or any Obligor or other Group Member has been violated. (b) A A A All consents, licences and approvals required under such Environmental Laws have been obtained and are currently in force. (c) A A A No Environmental Claim has been made or, to the best of any Obligor's knowledge and belief (having made due and careful enquiry), is threatened or pending against any Group Member or any Fleet Vessel and there has been no Environmental Incident which has given, or might give rise to such a claim. 19.24A A A Anti-corruption lawEach Group Member has conducted its businesses in compliance with applicable anti-corruption laws and has instituted and maintained policies and procedures designed to promote and achieve compliance with such laws. 6519.25A A A Security and Financial Indebtedness(a) A A A No Security Interest exists over all or any of the present or future assets of any Obligor in breach of this Agreement. For the avoidance of doubt, Security Interests over any shares of any Subsidiary (other than the Borrower) granted by Bulk Fleet Bermuda under existing or future financing arrangements unrelated to this Agreement fall outside the scope of this clause. (b) A A A No Obligor has any Financial Indebtedness outstanding in breach of this Agreement. 19.26A A A Shares(a) A A A The shares in the Borrower are fully paid and not subject to any option to purchase or similar rights. (b) A A A The Constitutional Documents of the Borrower do not and could not restrict or inhibit any transfer of those shares on creation or enforcement of the Security Documents. (c) A A A There are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any share or loan capital of the Borrower (including any option or right of pre-emption or conversion). 19.27A A A Ownership of ObligorsThe Borrower is a wholly-owned indirect Subsidiary of the Parent. 19.28A A A Accounting Reference DateThe Financial Year-end of each Obligor and other Group Member is the Accounting Reference Date. 19.29A A A No adverse consequences(a) A A A It is not necessary under the laws of the Relevant Jurisdictions of any Obligor: (i) A A A in order to enable the Lender to enforce its rights under any Finance Document to which it is, or is to be, a party; or (ii) A A A by reason of the execution of any Finance Document or the performance by any Obligor of its obligations under any Finance Document, that the Lender should be licensed, qualified or otherwise entitled to carry on business in any of such Relevant Jurisdictions. 66(b) A A A The Lender is not and will not be deemed to be, resident, domiciled or carrying on business in any Relevant Jurisdiction of any Obligor by reason only of the execution, performance and/or enforcement of any Finance Document. 19.30A A A Copies of documentsThe copies of the Constitutional Documents of the Obligors delivered to the Lender under clause 4 (Conditions of Utilisation) will be true, complete and accurate copies of such documents and include all amendments and supplements to them as at the time of such delivery. 19.31A A A No immunityNo Obligor or any of its assets is immune to any legal action or proceeding. 19.32A A A Ship statusThe Ship will on the first day of the relevant Mortgage Period be: (a) A A A registered provisionally in the name of the Borrower through the relevant Registry as a ship under the laws and flag of the relevant Flag State; (b) A A A operationally seaworthy and in every way fit for service; (c) A A A classed with the relevant Classification firm of all overdue requirements and recommendations of the relevant Classification Society; and (d) A A A insured in the manner required by the Finance Documents. 19.33A A A Ship's employmentExcept for the Intercompany Charter, the Ship shall on the first day of the relevant Mortgage Period be free of any charter commitment which, if entered into after that date, would require approval under the Finance Documents. 19.34A A A SanctionsNo Obligor, nor any of its directors, officers or employees nor, to the knowledge of the Obligors, any Group Member or any of their respective directors, officers or employees: (a) A A A (i) A A A is a Prohibited Person; 67(ii) A A A is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person; or (iii) A A A owns or controls a Prohibited Person; to the extent that any of the foregoing is a breach of Sanctions; (b) A A A is otherwise in breach of Sanctions; or (c) A A A has received notice of any formal claim, action, suit, proceedings or investigation against it with respect to Sanctions by any Sanctions Authority. 19.35A A A Anti-social Forces and Violent Demands(a) A A A Neither the Obligors nor any other Group Member falls under any of the paragraphs within the definition of Anti-social Forces. (b) A A A The Obligors or any other Group Member, have not, or not caused any third party to, commit any Violent Demand. 19.36A A A Times when representations are made(a) A A A All of the representations and warranties set out in this clause 19 (other than Ship Representations and as provided in paragraph (c) below) are deemed to be made on the dates of: (i) A A A this Agreement; (ii) A A A the Utilisation Request; and (iii) A A A the Utilisation. (b) A A A The Repeating Representations are deemed to be made on the first day of each Interest Period for each Loan. (c) A A A All of the Ship Representations in relation to the Ship are deemed to be made on the first day of the Mortgage Period for the Ship. (d) A A A Each representation or warranty deemed to be made after the date of this Agreement shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made. 20A A A Information undertakings6820.1A A A Each Obligor who is a Party undertakes that this clause 20 will be complied with throughout the Facility Period. 20.2A A A In this clause 20: Annual Financial Statements means the audited financial statements for a Financial Year of the Parent delivered pursuant to paragraph (a) of clause 20.3 (Financial statements). Semi-annual Financial Statements means the unaudited financial statements for a financial half-year of the Parent delivered pursuant to paragraph (b) of clause 20.3 (Financial statements). 20.3A A A Financial statements(a) A A A The Borrower shall supply to the Lender as soon as the same become available, but in any event within one hundred and eighty (180) days after the end of each Financial Year the audited consolidated financial statements of the Parent for that Financial Year. (b) A A A The Borrower shall supply to the Lender as soon as the same become available, but in any event within forty-five (45) days after the end of each financial half-year of each of its Financial Years the unaudited consolidated financial statements of the Parent for that financial half-year. (c) A A A The Borrower shall supply to the Lender, as soon as possible, but in no event later than forty-five (45) days after the end of each Financial Year of the Parent, a consolidated budget for the Parent (including profit and loss, balance sheet and cash flow statements together with a comparison against the previous Financial Year) in a format approved by the Lender which shows all anticipated income and expenditure (including all off-balance sheet and time-charter hire commitments) including, but not limited to, in respect of the Ship. 20.4A A A Requirements as to financial statements(a) A A A The Borrower and the Parent shall procure that: (i) A A A each set of Annual Financial Statements and Semi-annual Financial Statements includes a profit and loss account, a balance sheet and a cashflow statement; and (ii) A A A each set of Annual Financial Statements shall be audited by the Auditors. (b) A A A Each set of financial statements delivered pursuant to clause 20.3 (Financial statements) shall: (i) A A A be prepared in accordance with GAAP; (ii) A A A fairly present, and be certified by a director of the relevant company as fairly presenting, its financial condition and operations as at the date as at which those financial statements were drawn up and, in the case of the Annual Financial Statements, shall be accompanied by any letter addressed to the management of the relevant company by the Auditors and accompanying those Annual Financial Statements; and (iii) A A A in the case of Annual Financial Statements, not be the subject of any qualification in the Auditors' opinion. (c) A A A The Borrower and the Parent shall procure that each set of financial statements delivered pursuant to clause 20.3 (Financial statements) shall be prepared using GAAP, accounting practices and financial reference periods consistent with those applied in the preparation of the Original Financial Statements, unless, in relation to any set of financial statements, the Borrower or the Parent notify the Lender that there has been a change in GAAP or the accounting practices and the Auditors deliver to the Lender: (i) A A A a description of any change necessary for those financial statements to reflect the GAAP or accounting practices and reference periods upon which corresponding Original Financial Statements were prepared; and (ii) A A A sufficient information, in form and substance as may be reasonably required by the Lender, to enable the Lender to determine whether clause 21 (Financial covenants) and clause 27.9 (Loan to value ratio) has been complied with and to make an accurate comparison between the financial position indicated in those financial statements and the Original Financial Statements. (d) A A A Any reference in this Agreement to any financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared. 20.5A A A Year-endThe Borrower and the Parent shall procure that each Financial Year-end of each Obligor and each Group Member falls on the Accounting Reference Date. 20.6A A A Information: miscellaneousThe Borrower shall supply to the Lender: (a) A A A at the same time as they are dispatched, copies of all documents dispatched by the Parent or any other Obligor to its creditors generally (or any class of them); 70(b) A A A promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against any Group Member, and which, if adversely determined, might have a Material Adverse Effect; (c) A A A promptly upon becoming aware of them, the details of any judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body which is made against any Group Member and which is reasonably likely to have a Material Adverse Effect; (d) A A A promptly, such information as the Lender may reasonably require about the Charged Property and compliance of the Obligors with the terms of any Security Documents; and (e) A A A promptly on request, such further information regarding the financial condition, assets and operations of the Group and/or any Group Member as the Lender may reasonably request. 20.7A A A SanctionsThe Borrower shall promptly notify the Lender as soon as any Obligor becomes aware that any Obligor has received notice of any formal claim, action, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority. 20.8A A A Notification of Default(a) A A A The Borrower shall notify the Lender of any Default (and the steps, if any, being taken to remedy it) promptly upon any Obligor becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor). (b) A A A Promptly upon a request by the Lender, the Borrower shall supply to the Lender a certificate signed by two (2) of its directors or senior officers of the Parent on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it). 20.9A A A Acknowledge your customer's checksIf at any time the Lender (or any prospective new Lender) is obliged by law or its internal requirements to comply with a customer's or similar identification procedures in circumstances where the necessary information is not already available to it, each Obligor shall promptly upon the request of the Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Lender (for itself or on behalf of any prospective new Lender) in order for the Lender or any prospective new Lender to carry out and be satisfied it has complied with all necessary customer checks or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents. 7121A A A Financial covenantsThe Parent undertakes that this clause 21 will be complied with throughout the Facility Period. 21.1A A A Financial definitionsIn this clause: Cash Equivalents means: (a) A A A securities issued or directly and fully guaranteed or insured by the US or any agency or instrumentality thereof (provided that the full faith and credit of the US is pledged in support thereof); (b) A A A time deposits, certificates of deposit or deposits in the interbank market of any commercial bank of recognized standing organized under the laws of the US, any state thereof or any foreign jurisdiction having capital and surplus in excess of \$500,000,000; and (c) A A A such other securities or instruments as the Lender may agree in writing; and in respect of both (a) and (b) above, with a rating category of at least "A+" by S&P and "A" by Moody's (or the equivalent used by another rating agency approved by the Lender), and in each case having maturities of not more than ninety (90) days from the date of acquisition. Consolidated Debt Service means, on a consolidated basis, the aggregate amount of principal and Consolidated Net Interest Expense paid or scheduled to be paid by the Parent and its Subsidiaries on the Consolidated Financial Indebtedness for the immediately preceding twelve month period. Consolidated Debt Service Coverage Ratio means a fraction (expressed as a percentage, rounded up to the nearest tenth of a percent) where (a) the numerator is Consolidated EBITDA and (b) the denominator is Consolidated Debt Service. Consolidated EBITDA means, for any accounting period, the net income of the Parent and its Subsidiaries on a consolidated basis for that accounting period: (a) A A A plus, to the extent deducted in computing the consolidated net income of Bulk Partners Bermuda for that accounting period, the sum, without duplication, of: (i) A A A all federal, state, local and foreign income taxes and tax distributions; (ii) A A A Consolidated Net Interest Expense; 72(iii) A A A A depreciation, depletion, amortization of intangibles and other non-cash charges or non-cash losses (including non-cash transaction expenses and the amortization of debt discounts) and any extraordinary losses not incurred in the ordinary course of business; and (iv) A A A any drydocking expenses; (b) A A A minus, to the extent added in computing the consolidated net income of the Parent and its Subsidiaries for that accounting period, any non-cash income or non-cash gains and any extraordinary gains on asset sales or otherwise not incurred in the ordinary course of business; Consolidated Leverage Ratio means a fraction (expressed as a percentage, rounded up to the nearest tenth of a percent) where (a) the numerator is a number equal to the consolidated Financial Indebtedness of the Parent and its Subsidiaries and (b) the denominator is the Consolidated Net Worth for the Parent and its Subsidiaries. Consolidated Liquidity means, on a consolidated basis at any time, the sum of (a) cash and (b) Cash Equivalents, in each case held by the Parent and its Subsidiaries on a freely available and unencumbered basis. Consolidated Net Interest Expense means, on a consolidated basis, the aggregate of all interest, commitment and other fees, commissions, discounts and other costs, charges or expenses accruing that are due from the Parent and its Subsidiaries during the relevant accounting period less interest income received, determined in accordance with GAAP and as shown in the statement of income for the Parent and its Subsidiaries; Consolidated Net Worth means the total market adjusted equity of the Parent and its Subsidiaries on a consolidated basis. 21.2A A A Financial conditionThe Parent shall ensure that: (a) A A A the Consolidated Leverage Ratio is never more than 200%; (b) A A A Consolidated Debt Service Coverage Ratio shall be not less than 115% (measured on a rolling four quarter basis and tested as of the last day of each financial quarter respectively); (c) A A A Consolidated Liquidity, including all amounts on deposit with any bank, is not less than \$18,000,000; and (d) A A A Consolidated Net

to the business of the Borrower, the Parent, the Obligors or the Group taken as a whole from that carried on at the date of this Agreement. 22.8A A A Merger Except as approved in advance, such approval not to be unreasonably withheld, no Obligor shall (and shall ensure that no other Group Member will) enter into any amalgamation, demerger, merger, consolidation, redomiciliation, legal migration or corporate reconstruction (other than the solvent liquidation of any Group Member which is not an Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other Group members) that results in or is reasonably likely to result in the occurrence of a Change of Control with respect to any Obligor. 22.9A A A Pension exposure Each Obligor shall ensure that no Group Member is, or any time becomes, liable to contribute funds to any form of pension scheme or similar arrangement (other than a scheme or arrangement where the benefits conferred by it on its members are calculated solely by reference to a payment or payments made by the relevant member or by any other person in respect of that member). 22.10A A A Further assurance (a) A A A Each Obligor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require in favour of the Lender or its nominee(s)): (i) A A A to perfect the Security Interests created or intended to be created by that Obligor under, or evidenced by, the Security Documents (which may include the execution of a mortgage, charge, assignment or other security over all or any of the assets which are, or are intended to be, the subject of the Security Documents) or for the exercise of any rights, powers and remedies of the Lender provided by or pursuant to the Finance Documents or by law; (ii) A A A to confer on the Lender Security Interests over any property and assets of that Obligor located in any jurisdiction equivalent or similar to the Security Interest intended to be conferred by or pursuant to the Security Documents; 76 (iii) A A A to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Documents; and/or (iv) A A A to facilitate the accession by a New Lender to any Security Document following an assignment in accordance with clause 29.1 (Assignments by the Lender). (b) A A A Each Obligor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security Interest conferred or intended to be conferred on the Lender by or pursuant to the Finance Documents. 22.11A A A Negative pledge in respect of Charged Property Except (a) as approved or (b) for Permitted Security Interests, no Obligor will grant or allow to exist any Security Interest over any Charged Property. 22.12A A A Environmental matters (a) A A A The Lender will be notified as soon as reasonably practicable of any Environmental Claim being made against any Group Member or any Fleet Vessel which, if successful to any extent, might have a Material Adverse Effect and of any Environmental Incident which may give rise to such a claim and will be kept regularly and promptly informed in reasonable detail of the nature of, and response to, any such Environmental Incident and the defence to any such claim. (b) A A A Environmental Laws (and any consents, licences or approvals obtained under them) applicable to Fleet Vessels will not be violated in a way which might have a Material Adverse Effect. 22.13A A A Sanctions (a) A A A No Obligor will engage in any activity which could reasonably be expected to expose it or the Ship to enforcement proceedings or any other adverse consequence whatsoever arising from Sanctions. (b) A A A No Obligor will, directly or indirectly, make any proceeds of any Loan available to, or for the benefit of, a Prohibited Person or permit or authorise any such proceeds to be applied in each case in a manner or for a purpose prohibited by Sanctions. (c) A A A The Borrower will prevent the Ship from being used, directly or indirectly: (i) A A A by, or for the benefit of, any Prohibited Person in breach of any Sanctions; and/or (ii) A A A in any trade which could reasonably be expected to expose the Ship, the Lender, the Ship's crew or the Ship's insurers to enforcement proceedings or any other adverse consequence whatsoever arising from Sanctions. 77 (d) A A A The Borrower will (so long as failing to do so would violate Sanctions) prevent the Ship from trading to Russian, Iranian, Cuban, North Korean, Sudan, and/or Syrian ports. (e) A A A The Borrower shall ensure that each charter commitment in respect of the Ship shall contain, for the benefit of the Borrower, language which broadly gives effect to the provisions of paragraphs (c) and (d) above. 22.14A A A Anti-social Forces No Obligor shall (and shall ensure that each other Group Member will not): (a) A A A fall under any of the paragraphs of the definition of Anti-social Forces; (b) A A A commit, or cause any third party to commit, any Violent Demand; and (c) A A A upon receiving information which provides reasonable certainty that a violation of paragraph (a) or (b) above will or has occurred, immediately advise the Lender of such occurrence. 23A A A Business restrictions 23.1A A A Undertaking to comply Except as otherwise approved, each Obligor who is a Party undertakes that this clause 23 will be complied with by and in respect of each person to which each relevant provision of this clause is expressed to apply throughout the Facility Period. 23.2A A A General negative pledge (a) A A A In this clause 23.2, Quasi-Security means an arrangement or transaction described in paragraph (c) below. (b) A A A The Borrower shall not create or permit to subsist any Security Interest over any of its assets, except for Permitted Security Interests. (c) A A A (Without prejudice to any other provisions of this clause 23), no Obligor shall: (i) A A A sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to, or re-acquired by, any other Obligor or any other Group Member; (ii) A A A sell, transfer, factor or otherwise dispose of any of its receivables on recourse terms; (iii) A A A enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or 78 (iv) A A A enter into any other preferential arrangement having a similar effect, in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset. (d) A A A Paragraphs (b) and (c) above do not apply to any Security Interest or (as the case may be) Quasi-Security, listed below: (i) A A A those granted or expressed to be granted by any of the Security Documents; and (ii) A A A in relation to the Ship, Permitted Maritime Liens. 23.3A A A Financial Indebtedness The Borrower shall not incur or permit to exist, any Financial Indebtedness owed by it to anyone else except: (a) A A A Financial Indebtedness incurred under the Finance Documents; (b) A A A Financial Indebtedness owed to any Guarantor which is subordinated to all amounts owing to the Lender pursuant to clause 18.11 (Subordination of Subordinated Obligations); and (c) A A A Financial Indebtedness permitted under clause 23.5 (Loans and credit). 23.4A A A Guarantees The Borrower shall not give or permit to exist, any guarantee by it in respect of indebtedness of any person or allow any of its indebtedness to be guaranteed by anyone else except: (a) A A A guarantees in favour of its trade creditors given in the ordinary course of its business; (b) A A A guarantees which are Financial Indebtedness permitted under clause 23.3 (Financial Indebtedness); and (c) A A A guarantees or counter-indemnities provided to the Ship's P&I insurers in respect of any P&I guarantees issued to third parties. 23.5A A A Loans and credit The Borrower shall not be a creditor in respect of Financial Indebtedness other than in respect of trade credit granted by it to its customers on normal commercial terms in the ordinary course of its trading activities. 79 23.6A A A Disposals The Borrower shall not enter into a single transaction or a series of transactions, whether related or not and whether voluntarily or involuntarily, to sell, lease, transfer or otherwise dispose of any of its assets except for any of the following disposals (so long as they are not prohibited by any other provision of the Finance Documents): (a) A A A disposals of assets made in (and on terms reflecting) the ordinary course of trading of the disposing entity; (b) A A A disposals permitted by clause 23.2 (General negative pledge) or 23.3 (Financial Indebtedness); (c) A A A dealings with its trade creditors with respect to book debts in the ordinary course of trading; and (d) A A A the application of cash or cash equivalents in the acquisition of assets or services in the ordinary course of its business. 23.7A A A Contracts and arrangements with Affiliates The Borrower shall not be party to any arrangement or contract with any of its Affiliates unless such arrangement or contract is on an arm's length basis. 23.8A A A Mergers No Obligor shall enter into any amalgamation, demerger, merger, consolidation or corporate reconstruction. 23.9A A A Subsidiaries The Borrower shall not establish or acquire a company or other entity. 23.10A A A Acquisitions and investments The Borrower shall not acquire any person, business, assets or liabilities or make any investment in any person or business or undertaking or enter into any joint-venture arrangement except: (a) A A A acquisitions of assets in the ordinary course of business (not being new businesses or vessels); (b) A A A the incurrence of liabilities in the ordinary course of its business; (c) A A A any loan or credit not otherwise prohibited under this Agreement; (d) A A A pursuant to any Finance Documents to which it is party. 80 23.11A A A Reduction of capital The Borrower shall not redeem or purchase or otherwise reduce any of its equity or any other share capital or any warrants or any uncalled or unpaid liability in respect of any of them or reduce the amount (if any) for the time being standing to the credit of its share premium account or capital redemption or other undistributable reserve in any manner. 23.12A A A Increase in capital The Borrower shall not issue shares or other equity interests to anyone who is not Bulk Fleet Bermuda and provided such new shares are made subject to the terms of the Shares Security immediately upon the issue thereof in a manner satisfactory to the Lender and the terms of the Shares Security are complied with. 23.13A A A Directors and officers The Borrower shall not appoint any additional directors or officers (or equivalent) of the Borrower (unless the provisions of the Shares Security are complied with). 23.14A A A Distributions and other payments No Obligor shall: (a) A A A declare or pay (including by way of set-off, combination of accounts or otherwise) any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind) on or in respect of its share capital (or any class of its share capital) or any warrants for the time being in issue; (b) A A A repay or distribute any dividend or share premium reserve; (c) A A A pay any management, advisory or other fee to or to the order of any Guarantor or any Group Member; (d) A A A redeem, repurchase, defease, retire or repay any of its share capital or resolve to do so; or (e) A A A make any payment (including by way of set-off, combination of accounts or otherwise) by way of interest, or repayment, redemption, purchase or other payment, in respect of any shareholder loan, loan stock or similar instrument, either (i) following the occurrence of a Default which is continuing or (ii) where the amount of such payment would exceed the maximum amount permitted by applicable law. 24A A A Dealings with Ship 24.1A A A Undertaking to comply Each Obligor who is a Party undertakes that this clause 24 will be complied with in relation to the Ship throughout its Mortgage Period. 24.2A A A Ship's name and registration (a) A A A The Ship's name shall only be changed after prior notice to the Lender. (b) A A A The Ship shall be registered with the relevant Registry under the laws of its Flag State. Except with prior approval, the Ship shall not be registered under any other flag or at any other port or fly any other flag (other than that of its Flag State). (c) A A A Nothing will be done and no action will be omitted if that might result in such registration being forfeited or imperilled or the Ship being required to be registered under the laws of another state of registry. 24.3A A A Sale or other disposal of Ship Except with prior approval, the Borrower will not sell, or agree to, transfer, abandon or otherwise dispose of the Ship or any share or interest in the Ship. 24.4A A A Manager A manager of the Ship shall not be appointed unless that manager is an Approved Manager, the terms of its appointment are approved and it has delivered a duly executed Manager's Undertaking to the Lender. There shall be no change to the terms of appointment of an Approved Manager unless such change is also approved. 24.5A A A Copy of Mortgage on board A properly certified copy of the Mortgage shall be kept on board the Ship with its papers and shown to anyone having business with the Ship which might create or imply any commitment or Security Interest over or in respect of the Ship (other than a lien for crew's wages and salvage) and to any representative of the Lender. 24.6A A A Notice of Mortgage A framed printed notice of the Mortgage shall be prominently displayed in the navigation room and in the Master's cabin of the Ship. The notice must be in plain type and read as follows: a Notice of Mortgage 82 This Ship is subject to a first mortgage in favour of Esperance Line S.A. of 53rd E Street, Urbanizacion Marbella, MMG Tower, 16th Floor, Panama, Republic of Panama. Under the said mortgage and related documents, neither the owner nor any charterer nor the Master of this Ship has any right, power or authority to create, incur or permit to be imposed upon this Ship any commitments or encumbrances whatsoever other than for crew's wages and salvage. No one will have any right, power or authority to create, incur or permit to be imposed upon the Ship any lien whatsoever other than for crew's wages and salvage. 24.7A A A Conveyance on default Where the Ship is (or is to be) sold in exercise of any power conferred by the Security Documents, the Borrower shall, upon the Lender's request, immediately execute such form of transfer of title to the Ship as the Lender may require. 24.8A A A Chartering Except with prior approval, the Borrower shall not enter into any charter commitment for the Ship which is: (a) A A A a bareboat or demise charter or passes possession and operational control of the Ship to another person; (b) A A A capable of lasting more than twelve (12) calendar months plus a redelivery allowance of not more than 30 days; or (c) A A A on terms as to payment or amount of hire which are materially less beneficial to it than the terms which at that time could reasonably be expected to be obtained on the open market for vessels of the same age and type as the Ship under charter commitments of a similar type and period. 24.9A A A Lay up Except with approval, the Ship shall not be laid up or deactivated. 24.10A A A Sharing of Earnings Except with approval, the Borrower shall not enter into any arrangement under which its Earnings from the Ship may be shared with anyone else. 25A A A Condition and operation of Ship 25.1A A A Undertaking to comply 83 Each Obligor who is a Party undertakes that this clause 25 will be complied with in relation to the Ship throughout its Mortgage Period. 25.2A A A Defined terms In this clause 25 and in Schedule 3 (Conditions precedent and conditions subsequent): applicable code means any code or prescribed procedures required to be observed by the Ship or the persons responsible for its operation under any applicable law (including but not limited to those currently known as the ISM Code and the ISPS Code); applicable law means all laws and regulations applicable to vessels registered in the Ship's Flag State or which for any other reason apply to the Ship or to its condition or operation at any relevant time; applicable operating certificate means any certificates, vessel response plans, or other document relating to the Ship or its condition or operation required to be in force under any applicable law or any applicable code. 25.3A A A Repair The Ship shall be kept in a good, safe and efficient state of repair. The quality of workmanship and materials used to repair the Ship or replace any damaged, worn or lost parts or equipment shall be sufficient to ensure that the Ship's value is not reduced. 25.4A A A Modification Except with approval, the structure, type or performance characteristics of the Ship shall not be modified in a way which could or might materially alter the Ship or materially reduce its value. 25.5A A A Removal of parts Except with prior approval, no material part of the Ship or any equipment shall be removed from the Ship if it to do so would materially reduce its value (unless at the same time it is replaced with equivalent parts or equipment owned by the Borrower free of any Security Interest except under the Security Documents). 25.6A A A Third party owned equipment Except with prior approval, equipment owned by a third party shall not be installed on the Ship if it cannot be removed without risk of causing damage to the structure or

and, when it requires it, shall be given satisfactory evidence that:(a)Â Â Â the wages and allotments and the insurance and pension contributions of the Shipâ€™s crew are being promptly and regularly paid;86(b)Â Â Â all deductions from its crewâ€™s wages in respect of any applicable Tax liability are being properly accounted for; and(c)Â Â Â the Shipâ€™s master has no claim for disbursements other than those incurred by him in the ordinary course of trading on the voyage then in progress.25.16Â Â Â A Repairersâ€™ liensExcept with prior approval, the Ship shall not be put into any other personâ€™s possession for work to be done on the Ship if the cost of that work will exceed or is likely to exceed the Major Casualty Amount for the Ship unless that person gives the Lender a written undertaking in approved terms not to exercise any lien on the Ship or its Earnings for any of the cost of such work.25.17Â Â Â A Lawful useThe Ship shall not be employed:(a)Â Â Â in any way or in any activity which is unlawful under international law or the domestic laws of any relevant country;(b)Â Â Â in carrying illicit or prohibited goods; (c)Â Â Â in a way which may make it liable to be condemned by a prize court or destroyed, seized or confiscated; or(d)Â Â Â if there are hostilities in any part of the world (whether war has been declared or not), in carrying contraband goodsand the persons responsible for the operation of the Ship shall take all necessary and proper precautions to ensure that this does not happen, including participation in industry or other voluntary schemes available to the Ship and in which leading operators of ships operating under the same flag or engaged in similar trades generally participate at the relevant time.25.18Â Â Â A War zonesThe Ship shall not enter or remain in any zone which has been declared a war zone by any government entity or the Shipâ€™s war risk insurers unless (a) the Ship is adequately insured (which shall include the requirement that the Ship shall have obtained, in addition, any special, additional or modified insurance cover which shall be necessary or customary for first class ship-owners trading vessels to operate in such zones), (b) the Ship and Borrower and manager have complied with all other directions of the Shipâ€™s war risk insurers, and (c) the Borrower has first notified the Lender in writing confirming items (a) and (b) above.8725.19Â Â Â A ScrappingThe Borrower shall ensure that if the Ship is to be sold (directly or through an intermediary) with the intention of being scrapped, is recycled at a recycling yard which conducts its recycling business in a socially and environmentally responsible manner in accordance with the Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships, 2009 and/or Regulation (EU) No 1257/2013 of the European Parliament and of the Council of 20 November 2013 on ship recycling and amending Regulation (EC) No 1013/2006 and Directive 2009/16/EC (the EU Ship Recycling Regulation).26Â Â Â A Insurance 26.1Â Â Â A Undertaking to complyEach Obligor who is a Party undertakes that this clause 26 shall be complied with in relation to the Ship and its Insurances throughout its Mortgage Period.26.2Â Â Â A Insurance termsIn this clause 26:excess risks means the proportion (if any) of claims for general average, salvage and salvage charges not recoverable under the hull and machinery insurances of a vessel in consequence of the value at which the vessel is assessed for the purpose of such claims exceeding its insured value.excess war risk P&I cover means cover for claims only in excess of amounts recoverable under the usual war risk cover including (but not limited to) hull and machinery, crew and protection and indemnity risks.hull cover means insurance cover against the risks identified in paragraph (a) of clause 26.3 (Coverage required).minimum hull cover means, in relation to the Ship, an amount at least equal at the relevant time to the greater of:(a)Â Â Â 120% of the Loan relating to that Mortgaged Ship at the relevant time; and(b)Â Â Â the Fair Market Value of such Mortgaged Ship. P&I risks means the usual risks (including liability for oil pollution, excess war risk P&I cover) covered by a protection and indemnity association which is a member of the International Group of protection and indemnity associations (or, if the International Group ceases to exist, any other leading protection and indemnity association or other leading provider of protection and indemnity insurance) (including, without limitation, the proportion (if any) of any collision liability not covered under the terms of the hull cover).8826.3Â Â Â A Coverage requiredThe Ship shall at all times be insured:(a)Â Â Â against fire and usual marine risks (including excess risks) and war risks (including war protection and indemnity risks and terrorism risks) on an agreed value basis, for at least its minimum hull cover and no less than its market value;(b)Â Â Â against P&I risks for the highest amount then available in the insurance market for vessels of similar age, size and type as the Ship (but, in relation to liability for oil pollution, for an amount of not less than \$1,000,000,000);(c)Â Â Â against such other risks and matters which the Lender notifies it that it considers reasonable for a prudent shipowner or operator to insure against at the time of that notice; and(d)Â Â Â on terms which comply with the other provisions of this clause 26.26.4Â Â Â A Placing of coverThe insurance coverage required by clause 26.3 (Coverage required) shall be:(a)Â Â Â in the name of the Borrower and (in the case of the Shipâ€™s hull cover) no other person (other than the Lender) unless the interest of every other named assured or co-assured is limited:(i)Â Â Â in respect of insurances for hull and machinery and war risks; (j)Â Â Â A to any provable out-of-pocket expenses that they have incurred and which form part of any recoverable claim on underwriters; and(B)Â Â Â A to any third party liability claims where cover for such claims is provided by the policy (and then only in respect of discharge of any claims made against them); and(iii)Â Â Â A in respect of any insurances for protection and indemnity risks, to any recoveries they are entitled to make by way of reimbursement following discharge of any third party liability claims made specifically against them, and every such other named insured has undertaken in writing to the Lender (in such form as it requires) that any deductible shall be apportioned between the Borrower and every other named insured in proportion to the gross claims made or paid by each of them and that it shall do all things necessary and provide all documents, evidence and information to enable the Lender to collect or recover any moneys which at any time become payable in respect of the Insurances;89(b)Â Â Â A if the Lender so requests, in the joint names of the Borrower and the Lender (and, to the extent reasonably practicable in the insurance market, without liability on the part of the Lender for premiums or calls);(c)Â Â Â A in dollars or another approved currency;(d)Â Â Â A arranged through approved brokers or direct with approved insurers or protection and indemnity or war risks associations;(e)Â Â Â A in full force and effect; and(f)Â Â Â A on approved terms and with insurers and associations (as applicable) who shall, unless approved by the Lender, maintain a credit rating of BBB+ or better with S&P Global Ratings (or the equivalent with any other principal credit rating from A M Best, Moody's or Fitch or any other agency in the United States of America or Europe) at the time the insurances are taken out or renewed.26.5Â Â Â A DeductiblesThe aggregate amount of any excess or deductible under the Shipâ€™s hull cover shall not exceed an approved amount.26.6Â Â Â A Mortgageeâ€™s insuranceThe Borrower shall promptly reimburse to the Lender the cost (as conclusively certified by the Lender) of taking out and keeping in force in respect of the Ship on approved terms, or in considering or making claims under:(a)Â Â Â a mortgageeâ€™s interest insurance and a mortgageeâ€™s additional perils (all P&I risks) cover for the benefit of the Lender for an aggregate amount up to 120% of the Loan; and(b)Â Â Â A any other insurance cover which the Lender reasonably requires in respect of the Lenderâ€™s interests and potential liabilities (whether as mortgagee of the Ship or beneficiary of the Security Documents).26.7Â Â Â A Fleet liens, set off and cancellationsIf the Shipâ€™s hull cover also insures other vessels, the Lender shall either be given an undertaking in approved terms by the brokers or (if such cover is not placed through brokers or the brokers do not, under any applicable laws or insurance terms, have such rights of set off and cancellation) the relevant insurers that the brokers or (if relevant) the insurers will not:(a)Â Â Â A set off against any claims in respect of the Ship any premiums due in respect of any of such other vessels insured; or90(b)Â Â Â A cancel that cover because of non-payment of premiums in respect of such other vessels,or the Borrower shall ensure that hull cover for the Ship is provided under a separate policy from any other vessels.26.8Â Â Â A Payment of premiumsAll premiums, calls, contributions or other sums payable in respect of the Insurances shall be paid punctually and the Lender shall be provided with all relevant receipts or other evidence of payment upon request.26.9Â Â Â A Details of proposed renewal of InsurancesAt least fourteen (14) days before any of the Insurances are due to expire, the Lender shall be notified of the names of the brokers, insurers and associations proposed to be used for the renewal of such Insurances and the amounts, risks and terms in, against and on which the Insurances are proposed to be renewed.26.10Â Â Â A Instructions for renewalAt least seven (7) days before any of the Insurances are due to expire, instructions shall be given to brokers, insurers and associations for them to be renewed or replaced on or before their expiry.26.11Â Â Â A Confirmation of renewalThe Insurances shall be renewed upon their expiry in a manner and on terms which comply with this clause 26 and confirmation of such renewal given by approved brokers or insurers to the Lender at least seven (7) days (or such shorter period as may be approved) before such expiry.26.12Â Â Â A P&I guaranteesAny guarantee or undertaking required by any protection and indemnity or war risks association in relation to the Ship shall be provided when required by the association.26.13Â Â Â A Insurance documentsThe Lender shall be provided with pro forma copies of all insurance policies and other documentation issued by brokers, insurers and associations in connection with the Insurances as soon as they are available after they have been placed or renewed and all insurance policies and other documents relating to the Insurances shall be deposited with any approved brokers or (if not deposited with approved brokers) the Lender or some other approved person.9126.14Â Â Â A Letters of undertakingUnless otherwise approved where the Lender is satisfied that equivalent protection is afforded by the terms of the relevant Insurances and/or any applicable law and/or a letter of undertaking provided by another person, on each placing or renewal of the Insurances, the Lender shall be provided promptly with letters of undertaking in an approved form (having regard to general insurance market practice and law at the time of issue of such letter of undertaking) from the relevant brokers, insurers and associations.26.15Â Â Â A Insurance Notices and Loss Payable ClausesThe interest of the Lender as assignee of the Insurances shall be endorsed on all insurance policies and other documents by the incorporation of a Loss Payable Clause and an Insurance Notice in respect of the Ship and its Insurances signed by the Borrower and, unless otherwise approved, each other person assured under the relevant cover (other than the Lender if it is itself an assured).26.16Â Â Â A Insurance correspondenceIf so required by the Lender, the Lender shall promptly be provided with copies of all written communications between the assureds and brokers, insurers, reinsurers and associations relating to any of the Insurances as soon as they are available.26.17Â Â Â A Qualifications and exclusionsAll requirements applicable to the Insurances shall be complied with and the Insurances shall only be subject to approved exclusions or qualifications.26.18Â Â Â A Independent reportIf the Lender asks the Borrower for a detailed report from an independent firm of marine insurance brokers giving their opinion on the adequacy of the Insurances then the Lender shall be provided promptly with such a report at no cost to the Lender or (if the Lender obtains such a report itself) the Borrower shall reimburse the Lender for the cost of obtaining that report.26.19Â Â Â A Collection of claimsAll documents and other information and all assistance required by the Lender to assist it in trying to collect or recover any claims under the Insurances shall be provided promptly.9226.20Â Â Â A Employment of ShipThe Ship shall only be employed or operated in conformity with the terms of the Insurances (including any express or implied warranties) and not in any other way (unless the insurers have consented and any additional requirements of the insurers have been satisfied).26.21Â Â Â A Declarations and returnsIf any of the Insurances are on terms that require a declaration, certificate or other document to be made or filed before the Ship sails to, or operates within, an area, those terms shall be complied with within the time and in the manner required by those Insurances.26.22Â Â Â A Application of recoveriesAll sums paid under the Insurances to anyone other than the Lender shall be applied in repairing the damage and/or in discharging the liability in respect of which they have been paid except to the extent that the repairs have already been paid for and/or the liability already discharged.26.23Â Â Â A Settlement of claimsAny claim under the Insurances for a Total Loss or Major Casualty shall only be settled, compromised or abandoned with prior approval.26.24Â Â Â A Change in insurance requirementsIf the Lender gives notice to the Borrower to change the terms and requirements of this clause 26 (which the Lender may only do, in such manner as it considers appropriate, as a result in changes of circumstances or practice after the date of this Agreement), this clause 26 shall be modified in the manner so notified by the Lender on the date fourteen (14) days after such notice from the Lender is received.27Â Â Â A Loan to value covenant27.1Â Â Â A Undertaking to complyEach Obligor who is a Party undertakes that this clause 27 will be complied with throughout the Mortgage Period.27.2Â Â Â A Valuation of assetsFor the purpose of the Finance Documents, the value at any time of the Ship or any other asset over which additional security is provided under this clause 27 will be its value as most recently determined in accordance with this clause 27.27.3Â Â Â A Valuation frequency93Valuation of the Ship and each such other asset in accordance with this clause 27 shall be provided to the Lender by the Borrower (a) at or prior to each anniversary of the Utilisation Date (by reference to a date being not more than thirty (30) days before such anniversary), (b) on one other occasion upon request by the Lender within each such successive annual period during the Facility Period, the first such annual period commencing on the Utilisation Date and each subsequent period commencing upon each anniversary of the Utilisation Date and (c) at any time that a Default has occurred which is continuing.27.4Â Â Â A Expenses of valuationThe Borrower shall bear, and reimburse to the Lender where incurred by the Lender, all costs and expenses of obtaining each valuation referred to in clause 27.3 and any valuation which is required as a condition precedent to the Utilisation.27.5Â Â Â A Valuations procedureThe value of the Ship shall be determined by the Lender by reference to a valuation from an Approved Valuer delivered by the Borrower in accordance with this clause 27.27.6Â Â Â A Currency of valuationValuations shall be provided by the Approved Valuers in dollars or, if an Approved Valuer is of the view that the relevant type of vessel is generally bought and sold in another currency, in that other currency. If a valuation is provided in another currency, for the purposes of this Agreement it shall be converted into dollars at the Lenderâ€™s spot rate of exchange for the purchase of dollars with that other currency.27.7Â Â Â A Basis of valuationEach valuation will be addressed to the Lender and made:(a)Â Â Â without physical inspection (unless required by the Lender);(b)Â Â Â on the basis of a sale for prompt delivery for a price payable in full in cash on delivery at armâ€™s length on normal commercial terms between a willing buyer and a willing seller; and(c)Â Â Â A without taking into account the benefit (but taking into account the burden) of any charter commitment.27.8Â Â Â A Information required for valuationThe Borrower shall promptly provide to the Lender and the Approved Valuers any information which they reasonably require for the purposes of providing such a valuation.9427.9Â Â Â A Loan to value ratioIf at any time during the Facility Period the amount of the Loan outstanding is greater than 80% of the Security Value most recently determined under this clause 27, the Borrower shall within one Month either: (a)Â Â Â make a prepayment under clause 7.3 (Voluntary prepayment; prepayment fee) of such amount of the Loan as is required to ensure that the amount of the Loan outstanding (following such prepayment) is equal to or less than 80% of the Security Value; or(b)Â Â Â A provide such additional ship security in such form as the Lender may require (together with all legal opinions as the Lender may reasonably require) and having such value (as determined pursuant to this clause 27) as shall ensure that the amount of the Loan outstanding (following the grant of such additional security) is equal to or less than 80% of the Security Value. For the avoidance of doubt, the Borrower shall not be required to pay any prepayment fee under clause 7.4(b) in relation to any prepayment required to be made under this clause 27.9528Â Â Â A Events of Default28.1Â Â Â A Each of the events or circumstances set out in this clause 28 (except clause 28.23 (Acceleration)) is an Event of Default.28.2Â Â Â A Non-paymentAn Obligor does not pay on the due date (or, if the Lender is satisfied that an Obligorâ€™s failure to pay is due solely to technical or administrative reasons related to the banking system which are beyond the reasonable control of that Obligor, within three (3) Business Days after the due date) any amount payable pursuant to a Finance Document at the place at and in the currency in which it is expressed to be payable.28.3Â Â Â A Breach of specific obligations (a)Â Â Â An Obligor does not comply with:(i)Â Â Â A clause 4.3 (Conditions subsequent);(ii)Â Â Â A clause 22.13 (Sanctions) or clause 22.14 (Anti-social Forces);(iii)Â Â Â A clause 20.3 (Financial Statements), 21.5 (Provision and contents of Compliance Certificate), or 21 (Financial Covenants); or(iv)Â Â Â A clause 27 (Loan to value covenant); or(b)Â Â Â A any Obligor becomes a Prohibited Person.28.4Â Â Â A Insurance(a)Â Â Â The Insurances of the Ship are not placed and kept in force in the manner required by clause 26 (Insurance).(b)Â Â Â A Any insurer either:(i)Â Â Â A cancels any such Insurances; or(ii)Â Â Â A disclaims liability under them or asserts that its liability under them is or should be reduced by reason of any mis-statement or failure or default by any person.28.5Â Â Â A Other obligations(a)Â Â Â Subject to any applicable grace periods, an Obligor does not comply with any provision of the Finance Documents (other than those referred to in clause 28.2 (Non-payment), clause 28.3 (Breach of specific obligations) and clause 28.4 (Insurance)).96(b)Â Â Â A No Event of Default under paragraph (a) above will occur if the Lender considers that the failure to comply is capable of remedy and the failure is remedied within five (5) Business Days of the earlier of (A) the Lender giving notice to the Borrower and (B) the Borrower or any other Obligor becoming aware of the failure to comply.28.6Â Â Â A MisrepresentationAny representation or statement made or deemed to be made by an Obligor in the Finance Documents or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document is or proves to have been incorrect or misleading when made or deemed to be made, provided, that no Event of Default under this clause 28.6 will occur if the misrepresentation or misstatement is (i) capable of remedy, and (ii) remedied within five (5) Business Days of the Lender giving notice to the Borrower or (if earlier) or any Obligor becoming aware of the misrepresentation or misstatement and it shall be understood for these purposes that a misrepresentation or misstatement shall have been remedied if, were the representation or statement repeated at the end of such five (5) Business Daysâ€™ period by reference to the facts and circumstances then existing, it would no longer be incorrect or misleading.28.7Â Â Â A Cross defaultSubject to the proviso to this clause 28.7 (Cross-default):(a)Â Â Â A any Financial Indebtedness of any Obligor (other than the Approved Manager) is not paid when due nor within any originally applicable grace period; or(b)Â Â Â A any Financial Indebtedness of any Obligor (other than the Approved Manager) is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described); or(c)Â Â Â A any commitment for any Financial Indebtedness of any Obligor (other than the Approved Manager) is cancelled or suspended by a creditor of that Obligor as a result of an event of default (however described); or(d)Â Â Â A the counterparty to a Treasury Transaction entered into by any Obligor (other than the Approved Manager) becomes entitled to terminate that Treasury Transaction early by reason of an event of default (however described); or(e)Â Â Â A any creditor of any Obligor (other than the Approved Manager)

becomes entitled to declare any Financial Indebtedness of that Obligor due and payable prior to its specified maturity as a result of an event of default (however described), Provided that none of the foregoing occurrences set forth in paragraphs (a) to (e) which relate to one or more of the Guarantors (and not the Borrower) shall constitute an Event of Default unless 97th the amount of Financial Indebtedness concerned is in the aggregate at least (i) \$10,000,000 (in the case of the Parent) or (ii) \$3,500,000 (in the case of the other Guarantors).28.8A A A Insolvency(a)A A A An Obligor (other than the Approved Manager):(i)A A A is unable or admits inability to pay its debts as they fall due;(ii)A A A is deemed to, or is declared to, be unable to pay its debts under applicable law;(iii)A A A suspends or threatens to suspend making payments on any of its debts; or(iv)A A A by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding the Lender in its capacity as such) with a view to rescheduling any of its indebtedness.(b)A A A The value of the assets of any Obligor (other than the Approved Manager) is less than its liabilities (taking into account contingent and prospective liabilities).(c)A A A A moratorium is declared in respect of any indebtedness of any Obligor (other than the Approved Manager). If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium.28.9A A A Insolvency proceedings(a)A A A Any corporate action, legal proceedings or other procedure or step is taken in relation to:(i)A A A the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Obligor (other than the Approved Manager) other than a solvent liquidation or reorganisation;(ii)A A A a composition, compromise, assignment or arrangement with any creditor of any Obligor (other than the Approved Manager);(iii)A A A the appointment of a liquidator (other than in respect of a solvent liquidation), receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Obligor (other than the Approved Manager) or any of its assets (including the directors of any Obligor requesting a person to appoint any such officer in relation to it or any of its assets); or98(iv)A A A enforcement of any Security Interest over any assets of any Obligor (other than the Approved Manager),or any analogous procedure or step is taken in any jurisdiction.(b)A A A Paragraph (a) above shall not apply to any winding-up petition (or analogous procedure or step) which is frivolous or vexatious and is discharged, stayed or dismissed within fourteen (14) days of commencement or, if earlier, the date on which it is advertised.28.10A A A Creditorsâ€ processSubject to the proviso to this clause 28.10 (Creditorsâ€ process):(a)A A A any expropriation, attachment, sequestration, distress, execution or any other analogous process or enforcement action (including enforcement by a landlord) affects any asset or assets of any Obligor (other than the Approved Manager) and is not discharged within fourteen (14) days; or(b)A A A Any judgment or order is made against any Obligor (other than the Approved Manager) and is not stayed or complied with within seven (7) days,Provided that none of the foregoing occurrences set forth in paragraphs (a) or (b) which relate to one or more of the Guarantors and not the Borrower shall constitute an Event of Default unless the amount concerned is in the aggregate at least \$10,000,000.28.11A A A Unlawfulness and invalidity(a)A A A It is or becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents or any Transaction Security ceases to be effective.(b)A A A Any obligation or obligations of any Obligor under any Finance Documents are not (subject to the Legal Reservations) or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Lender under the Finance Documents.(c)A A A Any Finance Document or any Transaction Security ceases to be in full force and effect or ceases to be legal, valid, binding, enforceable or effective or is alleged by a party to it (other than the Lender) to be ineffective for any reason.(d)A A A Any Security Document does not create legal, valid, binding and enforceable security over the assets charged under that Security Document or the ranking or priority of such security is adversely affected.28.12A A A Cessation of business99Any Obligor (other than the Approved Manager) suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business.28.13A A A Ownership of the ObligorsA Change of Control occurs.28.14A A A ExpropriationThe authority or ability of any Obligor (other than the Approved Manager) to conduct its business is limited or wholly or substantially curtailed by any seizure, expropriation, nationalisation, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority or other person in relation to any Obligor (other than the Approved Manager) or any of its assets.28.15A A A Repudiation and rescission of Finance DocumentsAn Obligor rescinds or purports to rescind or repudiates or purports to repudiate a Finance Document or any of the Transaction Security or evidences an intention to rescind or repudiate a Finance Document or any Transaction Security.28.16A A A LitigationEither:(a)A A A any litigation, alternative dispute resolution, arbitration or administrative, governmental, regulatory or other investigations, proceedings or disputes are commenced or threatened; or(b)A A A any judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body is made,in relation to any Finance Document or the transactions contemplated in Finance Documents or against any Obligor (other than the Approved Manager) or any of its assets, rights or revenues which has or might have a Material Adverse Effect.28.17A A A Material Adverse EffectAny event or circumstance (including any Environmental Incident or any change of law) occurs which the Lender reasonably believes has, or is reasonably likely to have, a Material Adverse Effect.28.18A A A Security enforceableAny Security Interest (other than a Permitted Maritime Lien) in respect of Charged Property becomes enforceable.10028.19A A A Arrest of ShipThe Ship is arrested, confiscated, seized, taken in execution, impounded, forfeited, detained in exercise or purported exercise of any possessory lien or other claim and the Borrower fails to procure the release of the Ship within a period of thirty (30) days thereafter (or such longer period as may be approved).28.20A A A Ship registrationExcept with prior approval, the registration of the Ship under the laws and flag of its Flag State is cancelled or terminated or, where applicable, not renewed or, if the Ship is only provisionally registered on the date of its Mortgage, the Ship is not permanently registered under such laws within ninety (90) days of such date.28.21A A A Political risk(a)A A A Either (1) the Flag State of the Ship or any Relevant Jurisdiction of an Obligor becomes involved in hostilities or civil war or (2) there is a seizure of power in the Flag State or any such Relevant Jurisdiction by unconstitutional means and (in either such case) in the opinion of the Lender such event or circumstance, has or is reasonably likely to have, a Material Adverse Effect.(b)A A A No Event of Default under paragraph (a) above will occur if:(i)A A A in the opinion of the Lender it is practicable for action to be taken by the Borrower to prevent the relevant event or circumstance having a Material Adverse Effect; and(ii)A A A the Borrower take such action to the Lenderâ€™s satisfaction within sixty (60) days of notice from the Lender (specifying the relevant action to be taken) to do so.28.22A A A Audit qualificationAny financial statements delivered by the Parent pursuant to Clause 20.3 (Financial statements) are subject to any qualification inserted in the opinion over the financial statements by the applicable auditors.28.23A A A AccelerationOn and at any time after the occurrence of an Event of Default which is continuing the Lender may:(a)A A A by notice to the Borrower:(i)A A A cancel the Commitment at which time it shall immediately be cancelled;(ii)A A A declare that all or part of the Loan, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, at which time they shall become immediately due and payable; and/or101(iii)A A A declare that all or part of the Loan be payable on demand, at which time it shall immediately become payable on demand by the Lender; and/or(b)A A A exercise any or all of its rights, remedies, powers or discretions under the Finance Documents.102SectionA 9A - A Changes to Parties29A A A Changes to the Lender29.1A A A Assignments by the LenderSubject to this clause 29, the Lender (the Existing Lender) may at its cost assign any of its rights under any Finance Document to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (the New Lender).29.2A A A Other conditions of assignmentAn assignment will only be effective on the New Lender entering into any documentation required for it to accede as a party to any Security Document to which the Existing Lender is a party in its capacity as the Lender and, in relation to such Security Documents, completing any filing, registration or notice requirements.29.3A A A Security over Lenderâ€™s rightsIn addition to the other rights provided to the Lender under this clause 29, the Lender may without consulting with or obtaining consent from any Obligor, at any time charge, assign or otherwise create a Security Interest in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of the Lender including, without limitation:(a)A A A any charge, assignment or other Security Interest to secure obligations to a federal reserve or central bank; and(b)A A A any charge, assignment or other Security Interest granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by the Lender as security for those obligations or securities,except that no such charge, assignment or other Security Interest shall:(i)A A A release the Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or other Security Interest for the Lender as a party to any of the Finance Documents; or(ii)A A A require any payments to be made by an Obligor other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the Lender under the Finance Documents.30A A A Changes to the Obligors103No Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents.104SectionA 10A - A Security and Application31A A A Enforcement of Transaction SecurityTo the extent permitted under applicable law and subject to clause 32 (Application of Proceeds), each of the Obligors waives all rights it may otherwise have to require that the Transaction Security be enforced in any particular order or manner or at any particular time or that any amount received or recovered from any person, or by virtue of the enforcement of any of the Transaction Security or of any other security interest, which is capable of being applied in or towards discharge of any of the Secured Obligations is so applied.32A A A Application of proceeds32.1A A A Order of applicationAll amounts from time to time received or recovered by the Lender pursuant to the terms of any Finance Document or in connection with the realisation or enforcement of all or any part of the Transaction Security (for the purposes of this clause 32, the Recoveries) shall be held by the Lender on trust to apply them at any time as the Lender (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this clause 32), in the following order of priority:(a)A A A in discharging all costs and expenses incurred by the Lender in connection with any realisation or enforcement of the Transaction Security taken in accordance with the terms of this Agreement;(b)A A A in or towards payment to the Lender all amounts due to it but unpaid under the Finance Documents;(c)A A A if none of the Obligors is under any further actual or contingent liability under any Finance Document, in payment or distribution to any person to whom the Lender is obliged to pay or distribute in priority to any Obligor; and(d)A A A the balance, if any, in payment or distribution to the relevant Obligor.32.2A A A Currency conversion(a)A A A For the purpose of, or pending the discharge of, any of the Secured Obligations the Lender may:(i)A A A convert any moneys received or recovered by the Lender not in USD from one currency to another; and(ii)A A A notionally convert the valuation provided in any opinion or valuation from one currency to another,105in each case at the Lenderâ€™s spot rate of exchange for the purchase of that other currency with the currency in which the relevant moneys are received or recovered or the valuation is provided. (b)A A A The obligations of any Obligor to pay in the due currency shall only be satisfied:(i)A A A in the case of paragraph (a)(i) above, to the extent of the amount of the due currency purchased after deducting the costs of conversion; and(ii)A A A in the case of paragraph (a)(ii) above, to the extent of the amount of the due currency which results from the notional conversion referred to in that paragraph.33A A A Conduct of business by the Lender33.1A A A Lenderâ€™s tax affairsNo provision of this Agreement will:(a)A A A interfere with the right of the Lender to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;(b)A A A A oblige the Lender to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or(c)A A A A oblige the Lender to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.106SectionA 11A - A Administration34A A A Payment mechanics34.1A A A Payments to the Lender(a)A A A On each date on which an Obligor is required to make a payment under a Finance Document, that Obligor shall make the same available to the Lender (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Lender as being customary at the time for settlement of transactions in the relevant currency in the place of payment (but in any event not being later than 11:00 am Tokyo time on the due date). (b)A A A A Payment shall be made to such account of the Lender and with such bank as the Lender specifies.34.2A A A No set-off by ObligorsAll payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.34.3A A A Business Days(a)A A A Any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).(b)A A A A During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.34.4A A A Currency of account(a)A A A Subject to paragraphs (b) and (c) below, dollars is the currency of account and payment for any sum due from an Obligor under any Finance Document.(b)A A A A A repayment of all or part of a Loan or an Unpaid Sum and each payment of interest shall be made in dollars on its due date.(c)A A A A Each payment in respect of the amount of any costs, expenses or Taxes or other losses shall be made in dollars and, if they were incurred in a currency other than dollars, the amount payable under the Finance Documents shall be the equivalent in dollars of the relevant amount in such other currency on the date on which it was incurred.107(d)A A A All moneys received or held by the Lender or by a Receiver under a Security Document in a currency other than dollars may be sold for dollars and the Obligor which executed that Security Document shall indemnify the Lender against the full cost in relation to the sale. Neither the Lender nor such Receiver will have any liability to that Obligor in respect of any loss resulting from any fluctuation in exchange rates after the sale.34.5A A A Change of currency(a)A A A Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:(i)A A A any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Lender (after consultation with the Borrower); and(ii)A A A any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Lender (acting reasonably).(b)A A A A If a change in any currency of a country occurs, this Agreement will, to the extent the Lender (acting reasonably and after consultation with the Borrower) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Market and otherwise to reflect the change in currency.34.6A A A Disruption to payment systems etc.If either the Lender determines (in its discretion) that a Disruption Event has occurred or the Lender is notified by the Borrower that a Disruption Event has occurred:(a)A A A the Lender may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of the Facility as the Lender may deem necessary in the circumstances;(b)A A A the Lender shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;(c)A A A any such changes agreed upon by the Lender and the Borrower shall (whether or not it is finally determined that a Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the Finance Documents; and108(d)A A A the Lender shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Lender) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this clause 34.6.35A A A Set-offThe Lender may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.36A A A Notices36.1A A A Communications in writingAny communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by letter.36.2A A A AddressesThe address (and the department or officer, if any, for whose attention the communication is to be made) of each Obligor or the Lender for any communication or document to be made or delivered under or in connection with the Finance Documents is:(a)A A A in the case of any Obligor who is a Party, that identified with its name in ScheduleA 1 (The original parties);(b)A A A in the case of any Obligor which is not a Party, that identified in any Finance Document to which it is a party; and(c)A A A in the case of the Lender, that identified with its name in ScheduleA 1 (The original parties),or, in each case, any substitute address, fax number, or department or officer as an Obligor may notify to the Lender (or the Lender may notify to the Obligors who are Parties, if a change is made by the Lender) by not less than five (5) Business Daysâ€™ notice.36.3A A A Delivery(a)A A A Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective, if by way of letter, when it has been 109left at the relevant address or five (5) Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address and, if a particular department or officer is specified as part of its address details provided under clause 36.2 (Addresses), if addressed to that department or officer.(b)A A A Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified in ScheduleA 1 (The original parties) (or any substitute department or officer as the Lender shall specify for this purpose).(c)A A A Any communication or document made or delivered to the Borrower in accordance with this clause 36.3 will be deemed to have been made or delivered to each of the Obligors.(d)A A A Any communication or document which becomes

effective, in accordance with paragraphs (a) to (c) above, after 5:00 p.m. in the place of receipt shall be deemed only to become effective on the following day.36.ÂÂÂÂÂ Electronic communication(a)ÂÂÂÂÂ Any communication to be made between any two (2) Parties under or in connection with the Finance Documents may be made by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if those two (2) Parties:(i)ÂÂÂÂÂ to notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and(ii)ÂÂÂÂÂ to notify each other of any change to their address or any other such information supplied by them by not less than five (5) Business Daysâ€™ notice.(b)ÂÂÂÂÂ Any such electronic communication as specified in paragraph (a) above to be made between an Obligor and the Lender may only be made in that way to the extent that those two (2) Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication. Each of the Obligors who are party to this Agreement and the Lender agree to the use of electronic mail for the purposes of communications under or in connection with the Finance Documents using, subject to any notifications of change provided under paragraph (a) above, the details identified with its name in ScheduleA 1 (The original parties).(c)ÂÂÂÂÂ Any such electronic communication as specified in paragraph (a) above made between any two (2) Parties will be effective only when actually received (or made available) in readable form and, in the case of any electronic communication made by a Party to the Lender, only if it is addressed in such a manner as the Lender shall specify for this purpose.110(d)ÂÂÂÂÂ Any electronic communication which becomes effective, in accordance with paragraph (c) above, after 5:00 p.m. in the place in which the Party to whom the relevant communication is sent or made available has its address for the purpose of this Agreement or any other Finance Document shall be deemed only to become effective on the following day.(e)ÂÂÂÂÂ Any reference in a Finance Document to a communication being sent or received shall be construed to include that communication being made available in accordance with this clause 36.4.36.5ÂÂÂÂÂ English language(a)ÂÂÂÂÂ Any notice given under or in connection with any Finance Document must be in English.(b)ÂÂÂÂÂ All other documents provided under or in connection with any Finance Document must be:(i)ÂÂÂÂÂ in English; or(ii)ÂÂÂÂÂ if not in English, and if so required by the Lender, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.37.ÂÂÂÂÂ Calculations and certificates37.1ÂÂÂÂÂ AccountsIn any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by the Lender are prima facie evidence of the matters to which they relate.37.2ÂÂÂÂÂ Certificates and determinationsAny certification or determination by the Lender of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.37.3AÂÂÂÂÂ Day count conventionAny interest, commission or fee accruing under a Finance Document will accrue from day to day and be calculated on the basis of the actual number of days elapsed and a year of three hundred sixty (360) days or, in any case where the practice in the relevant market differs, in accordance with that market practice. The aggregate amount of any accrued interest, commission or fee which is, or becomes, payable by an Obligor under a Finance Document shall be rounded to two decimal places.38.ÂÂÂÂÂ Partial invalidity111If, at any time, any provision of a Finance Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.39.ÂÂÂÂÂ Remedies and waiversNo failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any Finance Document. No election to affirm any Finance Document on the part of the Lender shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.40.ÂÂÂÂÂ Amendments and Waivers40.1ÂÂÂÂÂ ConsentAny term of the Finance Documents may be amended or waived only with the consent of the Lender, the Borrower and the Guarantors and any such amendment or waiver will be binding on all Parties.41.ÂÂÂÂÂ Confidential Information41.1ÂÂÂÂÂ Confidential InformationThe Lender agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by clause 41.2 (Disclosure of Confidential Information), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.41.2AÂÂÂÂÂ Disclosure of Confidential InformationThe Lender may disclose to any of its Affiliates and any other person:(a)ÂÂÂÂÂ to (or through) whom the Lender assigns (or may potentially assign) all or any of its rights and obligations under the Finance Documents; (b)ÂÂÂÂÂ to whom or for whose benefit the Lender charges, assigns or otherwise creates Security (or may do so) pursuant to clause 29.3 (Security over Lenderâ€™s rights));(c)ÂÂÂÂÂ to ÂÂÂÂÂ with (or through) whom the Lender enters into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments are to be made by reference to, the Finance Documents or any Obligor; or112(d)ÂÂÂÂÂ to whom, and to the extent that, information is required to be disclosed by any court of competent jurisdiction or by any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation, including, but not limited to the laws of Japan,and the Lender may disclose to a rating agency or its professional advisers or brokers or insurers or (with the consent of the Borrower) any other person, any information about any Obligor, the Group and the Finance Documents as the Lender shall consider appropriate.41.3AÂÂÂÂÂ Entire agreementThis clause 41 constitutes the entire agreement between the Parties in relation to the obligations of the Lender under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.41.4AÂÂÂÂÂ Inside informationThe Lender acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Lender undertakes not to use any Confidential Information for any unlawful purpose.41.5AÂÂÂÂÂ Notification of disclosureThe Lender agrees (to the extent permitted by law and regulation) to inform the Borrower:(a)ÂÂÂÂÂ of the circumstances of any disclosure of Confidential Information made to any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body or the rules of any relevant stock exchange or pursuant to any applicable law or regulation pursuant to clause 41.2 (Disclosure of Confidential Information) except where such disclosure is made to any such person during the ordinary course of its supervisory or regulatory function; and(b)ÂÂÂÂÂ upon becoming aware that Confidential Information has been disclosed in breach of this clause 41.41.6AÂÂÂÂÂ Continuing obligationsThe obligations in this clause 41 are continuing and, in particular, shall survive and remain binding on the Lender until the earlier of:(a)ÂÂÂÂÂ the date on which all amounts payable by the Obligors under or in connection with the Finance Documents have been paid in full and the Commitment has been cancelled or otherwise cease to be available; and113(b)ÂÂÂÂÂ the date on which the Lender otherwise ceases to be a Party.42AÂÂÂÂÂ Contractual recognition of bail-inNotwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the Parties, each Party and each other Obligor (for whom, for this purpose only, the Parent hereby contracts as agent) acknowledges and accepts that any liability of any Party to any other Party under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:(a)ÂÂÂÂÂ any Bail-In Action in relation to any such liability, including (without limitation):(i)ÂÂÂÂÂ a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;(ii)ÂÂÂÂÂ a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and(iii)ÂÂÂÂÂ a cancellation of any such liability; and(b)ÂÂÂÂÂ a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.43AÂÂÂÂÂ CounterpartsEach Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.114SectionA 12A - A Governing Law and Enforcement44AÂÂÂÂÂ Governing lawThis Agreement and any non-contractual obligations connected with it are governed by English law.45AÂÂÂÂÂ Enforcement45.1AÂÂÂÂÂ Jurisdiction of English courts (a)ÂÂÂÂÂ Subject to clause 45.3 (Arbitration), the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement or any non-contractual obligations connected with it (including a dispute regarding the existence, validity or termination of this Agreement) (a Dispute).(b)ÂÂÂÂÂ The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.(c)ÂÂÂÂÂ Notwithstanding paragraphs (a) and (b) above, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.45.2AÂÂÂÂÂ Service of processWithout prejudice to any other mode of service allowed under any relevant law, the Borrower and each Obligor who is a Party:(a)ÂÂÂÂÂ irrevocably appoints Floyd Zadkovich, presently of Caroline House, 3rd Floor, 55 High Holborn, London WC1V 6DX England as that Obligorâ€™s English process agent as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document; (b)ÂÂÂÂÂ agrees that service upon such English process agent will be effectively made by email (luke.zadkovich@floydzad.com) and hard copy signed delivery; (c)ÂÂÂÂÂ agrees that failure by an agent for service of process to notify the relevant Obligor of the process will not invalidate the proceedings concerned; and(d)ÂÂÂÂÂ if any person appointed as process agent for an Obligor is unable for any reason to act as agent for service of process, that Obligor must immediately (and in any event within ten days of such event taking place) appoint another agent on terms acceptable to the Lender. Failing this, the Lender may appoint another agent for this purpose.11545.3AÂÂÂÂÂ Arbitration (a)ÂÂÂÂÂ The Lender may elect that any Dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.(b)ÂÂÂÂÂ The seat, or legal place, of arbitration shall be London, United Kingdom and the arbitration shall take place in London.(c)ÂÂÂÂÂ The language to be used in the arbitral proceedings shall be English.(d)ÂÂÂÂÂ Subject to the other provisions of this clause 45.3, the number of arbitrators shall be three (3).(e)ÂÂÂÂÂ If there are only two (2) parties to the Dispute, the number of arbitrators shall be three (3), consisting of one (1) arbitrator to be appointed by each party to the dispute, and one (1) by the two so chosen, who will act in the capacity as procedural chairman.(f)ÂÂÂÂÂ Notwithstanding anything to the contrary in the LCIA Rules, in agreeing upon the third arbitrator, the two (2) arbitrators may communicate directly with each other and with their respective appointing parties thereto. If no agreement is reached upon the third arbitrator within fifteen (15) days of the appointment of the second arbitrator, the LCIA Court shall expeditiously nominate and appoint a third arbitrator to act as chairman of the tribunal.(g)ÂÂÂÂÂ For the purposes of this clause, the Obligors shall in aggregate be treated as one party to the Dispute.(h)ÂÂÂÂÂ If the Lender wishes to refer a Dispute to arbitration it shall appoint its arbitrator and send notice of such appointment in writing to each other party to the dispute requiring the other parties to the Dispute to appoint their own arbitrator within fifteen (15) days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other parties appoint their own arbitrator and give notice that they have done so within the fifteen (15) days specified.(i)ÂÂÂÂÂ If another party does not appoint its own arbitrator and give notice that it has done so within the fifteen (15) days specified, such party shall lose its right to appoint an arbitrator, and the appointment process shall proceed as if such party was not a party to the Dispute (and the sole remaining party, if applicable, shall be entitled to appoint a sole arbitrator). The award of the sole arbitrator shall be binding on all parties to the Dispute as if he had been appointed by agreement.(j)ÂÂÂÂÂ Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.This Agreement has been entered into on the date stated at the beginning of this Agreement.116ScheduleA 1The original partiesBorrowerName:BULK PRUDENCE CORP.Original JurisdictionThe Republic of The Marshall IslandsRegistration number (or equivalent, if any)108940Registered officeTrust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH 96960Address and email for service of notices/o Pangaea Logistics Solutions Ltd.109 Long WharfNewport, RI 02840Attn: Mr. Gianni Del SignoreEmail:gdelsignore@pangaeals.comGuarantorsName of GuarantorPANGAEA LOGISTICS SOLUTIONS LTD.Original JurisdictionBermudaRegistration number (or equivalent, if any)49020Registered office3rd Floor, Par la Ville Place, 14 Par la Ville Road, Hamilton HM08, BermudaAddress and email for service of notices/o Pangaea Logistics Solutions Ltd.109 Long WharfNewport, RI 02840Attn: Mr. Gianni Del SignoreEmail:gdelsignore@pangaeals.comName of GuarantorBULK PARTNERS (BERMUDA) LTD.Original JurisdictionBermudaRegistration number (or equivalent, if any)42004117ASIA-#701041254v2Registered office3rd Floor, Par la Ville Place, 14 Par la Ville Road, Hamilton HM08, BermudaAddress and email for service of notices/o Pangaea Logistics Solutions Ltd.109 Long WharfNewport, RI 02840Attn: Mr. Gianni Del SignoreEmail:gdelsignore@pangaeals.comName of GuarantorBULK PARTNERS HOLDING COMPANY BERMUDA LTD.Original JurisdictionBermudaRegistration number (or equivalent, if any)42169Registered office3rd Floor, Par la Ville Place, 14 Par la Ville Road, Hamilton HM08, BermudaAddress and email for service of notices/o Pangaea Logistics Solutions Ltd.109 Long WharfNewport, RI 02840Attn: Mr. Gianni Del SignoreEmail:gdelsignore@pangaeals.com Name of GuarantorBULK FLEET BERMUDA HOLDING COMPANY LIMITEDOriginal JurisdictionBermudaRegistration number (or equivalent, if any)43689Registered office3rd Floor, Par la Ville Place, 14 Par la Ville Road, Hamilton HM08, BermudaAddress and email for service of notices/o Pangaea Logistics Solutions Ltd.109 Long WharfNewport, RI 02840Attn: Mr. Gianni Del SignoreEmail:gdelsignore@pangaeals.com Lender118ASIA-#701041254v2NameEsperance Line SA.The Commitment (\$)15,200,000Address, email and attention details for notices53rd E Street, Urbanizacion Marbella, MMG Tower, 16th Floor, Panama, Republic of PanamaCompany to:NTT TC LEASING CO., LTD Shinagawa SeasonTerrace 13F 1-2-70 Konan, Minato-ku, Tokyo 108-0075, JapanAttention: Aircraft and Ship Business Division Email: ship@ntt-tc-lease.com119ASIA-#701041254v2ScheduleA 2Ship informationShip nameM.v. â€œBulk Prudenceâ€œOwner Bulk Prudence Corp.Flag StateLiberiaIMO91713478Built2014YardIwagi Shipbuilding Company LimitedDWT61,330 mtonClassificationBulk Carrier NS*(CSR, BC-A, BC-XII, GRAB 20, EQ C DG, PSPC-WBT, 1C)(ESP)(IWS)(PSCM)(IHM)MNS*Classification SocietyNippon Kaiji KyokaiMajor Casualty Amounts1,000,000120ASIA-#701041254v2121ASIA-#701041254v2ScheduleA 3Conditions precedent and conditions subsequentPart 1Initial conditions precedent1AÂÂÂÂÂ Original Obligorsâ€™ corporate documents(a)ÂÂÂÂÂ to ÂÂÂÂÂ (i)ÂÂÂÂÂ to ÂÂÂÂÂ a copy of the Constitutional Documents of each Original Obligor. (ii)ÂÂÂÂÂ to ÂÂÂÂÂ a certificate of goodstanding of each Obligor, issued within three (3) months of the Utilisation Request.(b)ÂÂÂÂÂ to ÂÂÂÂÂ a copy of a resolution of the board of directors of each Original Obligor:(i)ÂÂÂÂÂ to approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party (its Relevant Documents) and resolving that it execute, deliver and perform the Relevant Documents to which it is a party;(ii)ÂÂÂÂÂ to authorising a specified person or persons to execute its Relevant Documents on its behalf; and(iii)ÂÂÂÂÂ to authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with its Relevant Documents.(c)ÂÂÂÂÂ to a specimen of the signature of each person authorised by the resolution referred to in paragraph (b) above in relation to its Relevant Documents and related documents.(d)ÂÂÂÂÂ Where required by the Lender, a copy of a resolution signed by all the holders of the issued shares in each Original Obligor, approving the terms of, and the transactions contemplated by, its Relevant Documents.(e)ÂÂÂÂÂ to ÂÂÂÂÂ a certificate of the each Original Obligor (other than the Approved Manager) (signed by a director) confirming that borrowing or guaranteeing or securing, as appropriate, the Commitment would not cause any borrowing, guarantee, security or similar limit binding on that Original Obligor to be exceeded.(f)ÂÂÂÂÂ to ÂÂÂÂÂ a copy of any power of attorney under which any person is appointed by any Original Obligor to execute any of its Relevant Documents on its behalf.122ASIA-#701041254v2(g)ÂÂÂÂÂ to ÂÂÂÂÂ a certificate of an authorised signatory of each relevant Original Obligor certifying that each copy document relating to it specified in this Part of this Schedule is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Agreement and that any such resolutions or power of attorney have not been revoked.2AÂÂÂÂÂ Other documents and evidence(a)ÂÂÂÂÂ to ÂÂÂÂÂ a copy of any other Authorisation or other document, opinion or assurance which the Lender considers to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.(b)ÂÂÂÂÂ to The Original Financial Statements.(c)ÂÂÂÂÂ to Any Fee Letter duly executed and evidence that the fees, commissions, costs and expenses then due from the Borrower (including the arrangement fee) pursuant to clause 12 (Fees) and clause 17 (Costs and expenses) have been paid.(d)ÂÂÂÂÂ to ÂÂÂÂÂ a copy of the then current charter commitment in relation to the Ship.(e)ÂÂÂÂÂ to ÂÂÂÂÂ Evidence that any process agent referred to in clause 45.2 (Service of process) or any equivalent provision of any other Finance Document entered into on or before the Utilisation Date has accepted its appointment.3AÂÂÂÂÂ to ÂÂÂÂÂ Know your customerâ€œ informationSuch documentation and information as the Lender may request to comply with its internal â€œknow your customerâ€œ procedures or similar identification procedures under all laws and regulations applicable to the Lender.4AÂÂÂÂÂ SecurityThe following documents:(a)ÂÂÂÂÂ The Share Security duly executed by Bulk Fleet Bermuda together with all letters, transfers, certificates and other documents required to be delivered under the Share Security.(b)ÂÂÂÂÂ Duly executed notices of assignment and acknowledgements of those notices as required by any of the above Security Documents.5AÂÂÂÂÂ Legal opinionsAgreed forms of the following legal opinions, each addressed to the Lender:123ASIA-#701041254v2(a)ÂÂÂÂÂ A legal opinion of Norton Rose Fulbright Gaikokuho Kyodo Jigyô addressed to the Lender on matters of English law, substantially in the form approved by the Lender in relation to the applicable Finance Documents.(b)ÂÂÂÂÂ A legal opinion of McLaughlin & Stern LLP, addressed to the Lender on matters of Liberman and Marshall Islands law, substantially in the form approved by the Lender in relation to the applicable Obligors and Finance Documents.(c)ÂÂÂÂÂ A legal opinion of Conyers, Dill & Pearman LLP, addressed to the Lender on matters of Bermudan law,

[illegible]

this Charter Party, the Insurance Assignment and the Quiet Enjoyment Agreement,(ii) to sell the Vessel to the Buyer pursuant to the Memorandum of Agreement, (iii) to hire the Vessel by way of demise and if applicable purchase back the Vessel from the Owner pursuant to this Charter Party and (iv) assign the Chartererâ€™s Insurance Property to the Mortgagee pursuant to the Insurance Assignment;â€œChartererâ€™s Commitmentâ€ means the Chartererâ€™s commitment and obligation to take delivery of the Vessel from the Owner, to charter the Vessel and if applicable, to purchase the Vessel from the Owner pursuant to this Charter Party;â€œChartererâ€™s Event of Defaultâ€ means an event defined as a â€œChartererâ€™s Event of Defaultâ€ in Clause 5.7(1) (Chartererâ€™s Event of Default) hereof;â€œChartererâ€™s Indebtednessâ€ means the Charter Hires, the Expiry Purchase Price, the Optional Purchase Price, the Total Loss Compensation, all other Indebtedness owing from the Charterer to the Owner under this Charter Party;â€œChartererâ€™s Insurance Propertyâ€ means all the Chartererâ€™s rights, title and interest for, to and in the Insurance Moneys and the Requisition Compensation;â€œChartererâ€™s Liabilities Surviving Terminationâ€ means the obligations, liabilities and indemnities of the Charterer under Clause 10.6 (Chartererâ€™s Indemnity in relation to Vessel) hereof which shall survive the termination of this Charter Party;â€œClassâ€ means (i) *NK *NMS or (ii) the highest class which the Vessel can obtain from any other Classification Society;â€œClassification Societyâ€ means Nippon Kaiji Kyokai (Class NK) or such other IACS member classification society as the Charterer shall select or (iii) such other classification society as the Owner shall, at the request of the Charterer, approve, such approval not to be unreasonably withheld or delayed;â€œCompulsory Acquisitionâ€ means the requisition for title or other compulsory acquisition, requisition, appropriation, expropriation, nationalization, deprivation, forfeiture or confiscation for any reason of the Vessel by any Government Entity or other competent authority, whether de jure or de facto, but shall exclude requisition for sue or hire not involving requisition of title;â€œConsumable Storesâ€ shall have the meaning given to it in Clause 3.1(5) (Consumable Stores) hereof;Part II-P. 3â€œCSRâ€ means the Continuous Synopsis Record issued pursuant to the ISPS Code;â€œDefault Interestâ€ bears the meaning given to it under Clause 7.1 (Default Interest) hereof;â€œDefault Interest Rateâ€ means 5% plus the actual funding cost of the Owner;â€œDelivery Dateâ€ means the date on which the Vessel shall be delivered by the Seller to the Buyer pursuant to the Memorandum of Agreement and subsequently delivered by the Owner to the Charterer pursuant to this Charter Party;â€œDOCâ€ means the Document of Compliance as required by the ISM Code;â€œDollarâ€ or â€œUSDâ€ or â€œUS\$â€ or â€œ\$â€ means the lawful currency of the United States of America;â€œEarly Terminationâ€ means the termination of this Charter Party earlier than the Expiry Date pursuant to (i) the paragraph (3) (Early Termination) of Clause 5.4 (Early Termination in case of Optional Purchase), (ii) the paragraph (4) (Early Termination) of Clause 5.5 (Early Termination in case of Total Loss), (iii) the paragraph (3) (Early Termination) of Clause 5.6 (Early Termination in case of Unlawfulness or Illegality), (iv) the paragraph (5) (Early Termination) of Clause 5.7 (Early Termination in case of Chartererâ€™s Event of Default), (v) the paragraph (2)(c) (Early Termination) of Clause 5.8 (Early Termination in case of Ownerâ€™s Event of Default) or (ii) applicable laws;â€œEarly Termination Dateâ€ means the date of each Early Termination;â€œEarly Termination Redeliveryâ€ means the redelivery of the Vessel from the Charterer to the Owner as demanded by the Owner after occurrence of any Chartererâ€™s Event of Default pursuant to (iii) of (a) of Clause 5.7(2) (Ownerâ€™s Powers as Consequences of Chartererâ€™s Event of Default) which shall be performed pursuant to Clause 6.2 (Redelivery of Vessel) hereof;â€œEncumbranceâ€ means any mortgage, pledge, lien, charge, privilege, priority, encumbrance or other security interest or any other agreement having a similar effect;â€œEnvironmentâ€ means (i) any land including, without limitation, surface land and sub-surface strata, sea bed or river bed under any water (as referred to below) and any natural or man-made structures, (ii) water including, without limitation, coastal and inland waters, surface waters, ground waters and water in drains and sewers and (iii) air including, without limitation, air within buildings and other natural or man-made structures above or below ground;â€œEnvironmental Approvalsâ€ means any permit, license, approval, ruling, variance, exemption or other authorization required under applicable Environmental Laws;â€œEnvironmental Claimâ€ means any claim by any person or persons or any governmental, judicial or regulatory authority which arises out of any allegation of any breach, contravention or violation of Environmental Law or of the existence of any liability or potential liability arising from such breach, contravention or violation or the presence of any Hazardous Material and for this purpose â€œclaimâ€ means (i) a claim for damages, compensation, fines, penalties or any other payment of any kind whether or not similar to the foregoing, (ii) an order or direction to take, or not to take, certain action or to desist from or suspend certain action and (iii) any form of enforcement or regulatory action;â€œEnvironmental Incidentâ€ means (a) any release, discharge, disposal or emission of Hazardous Material by or from the Vessel, (b) any incident in which Hazardous Material is released,Part II-P. 4 discharged, disposed of, or emitted by or from a ship other than the Vessel and which involves collision between the Vessel and such other ship, or some other incident of navigation or operation, in either case where the Vessel or the Manager of Vessel is actually or allegedly or otherwise liable (in whole or in part) or (c) any incident in which Hazardous Material is released, discharged, disposed of, or emitted by or from a ship other than the Vessel and where the Vessel is actually or potentially liable to be arrested or attached as a result and/or where the Owner or the Charterer is actually or allegedly at fault or otherwise liable;â€œEnvironmental Lawsâ€ mean any and all applicable law (whether civil, criminal or administrative), common law, statute, statutory instrument, treaty, convention, regulation, directive, by-law, demand, decree, ordinance, injunction, resolution, order, judgment, rule, permit, license or restriction (in each case having the force of law) and codes of practice or conduct, circulars and guidance notes having legal or judicial import or effect, in each case of any government, quasi- government, supranational, federal, state or local government, statutory or regulatory body, court, agency or association in any applicable jurisdiction relating to or concerning: (a) pollution or contamination of the Environment, any ecological system or any living organisms which inhabit the Environment or any ecological system; (b) the generation, manufacture, processing, distribution, use (including abuse), treatment, storage, disposal, transport or handling of Hazardous Materials and (c) the emission, leak, release, spill or discharge into the Environment of noise, vibration, dust, fumes, gas, odors, smoke, steam effluvia, heat, light, radiation (of any kind), infection, electricity or any Hazardous Material and any matter or thing capable of constituting a nuisance or an actionable tort or breach of statutory duty of any kind in respect of such matters; including, without limitation, the following laws of the United States of America:- the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the Oil Pollution Act of 1990, as amended, the Resource Conservation and Recovery Act, as amended, and the Toxic Substances Control Act, as amended, together, in each case, with the regulations promulgated and the guidance issued pursuant thereto;â€œEnvironmental Permitsâ€ mean any permit, license, approval, certificate, registration or other authorization and the filing of all notifications, reports and assessments required under any Environmental Law for the operation of the Vessel or otherwise applicable to the Vessel;â€œExpiry Dateâ€ means the fifth (5th) anniversary of the Delivery Date, provided that if such day is not a Business Day, the Expiry Date shall be the immediately following Business Day;â€œExpiry Purchaseâ€ bears the meaning given to it under Clause 5.1(1)(Chartererâ€™s Election on the Expiry Date) hereof;â€œExpiry Purchase Optionâ€ means the Chartererâ€™s option of the Expiry Purchase pursuant to Clause5.1(1) (Chartererâ€™s Election on the Expiry Date) hereof;â€œExpiry Purchase Priceâ€ bears the meaning given to it under Clause 5.2(1)(a) (Expiry Purchase Price) hereof;â€œExpiry Redeliveryâ€ bears the meaning given to it in Clause 5.1(1) (Chartererâ€™s Election on the Expiry Date) hereof and shall be performed pursuant to Clause 6.2 (Redelivery of Vessel) hereof;â€œExpiry Redelivery Optionâ€ means the Chartererâ€™s option of the Expiry Redelivery pursuant to Clause 5.1(1) (Chartererâ€™s Election on the Expiry Date) hereof;Part II-P. 5" FATCA" means: (i) sections 1471 to 1474 of the US Internal Revenue Code known as Foreign Account Tax Compliance Act or any associated regulations or other official guidance, (ii) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (i) above; or (iii) any agreement pursuant to the implementation of paragraphs (i) or (ii) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction."FATCA Deduction" means a deduction or withholding from a payment under this Bareboat Charter Party or any other Transaction Document required by FATCA."FATCA FFI" means a foreign financial institution as defined in section 1471(d) (4) of the US Internal Revenue Code which could be required to make a FATCA Deduction.â€œ1st DD Anniversaryâ€, â€œ2nd DD Anniversaryâ€, â€œ3rd DD Anniversaryâ€ and â€œ4th DD Anniversaryâ€ for the purpose of Clause 10.4(3) (Minimum Insured Value) hereof mean respectively the 1st, 2nd, 3rd and 4th anniversaries of the Delivery Date, provided that in the event that any such anniversary is not a Business Day, the relevant anniversary shall be the immediately following Business Day;"GAAP" means, at any relevant time, the most up to date United States Generally Accepted Accounting Principles promulgated and declared effective by the United States Financial Accounting Standards Board at such time.â€œGovernment Entityâ€ means (whether having a distinct legal personality or not) any national or local governmental authority, board, commission, department, division, organ, instrumentality, court or agency and any association, organization or institution of which any of the foregoing is a member or to whose jurisdiction any of the foregoing is subject or in whose activities any of the foregoing is a participant;â€œHazardous Materialâ€ means any pollutant, contaminant, toxic substances and oil which is listed, identified, defined or determined by any Environmental Law or other applicable law without limitation, oil (as defined in the United States Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended);â€œHire Calculation Periodâ€ means each Monthly period commencing on (and including) each Hire Payment Date and ending on (and excluding) the next Hire Payment Date or (and including) the Expiry Date;â€œHire Payment Dateâ€ means (i) the Delivery Date and (ii) subsequently each fifty-nine (59) dates which shall fall at Monthly intervals after the Delivery Date, provided that in the event that any such date is not a Business Day, the relevant Hire Payment Date shall be the immediately following Business Day;â€œHire Receiving Accountâ€ means a bank account in the name of the Owner at THE CHUGOKU BANK, LTD., SF Center Branch, Swift Code CHGKJPJZ, Account No.Â Â Â Â Â , Account Name NMB JASMINE LTD to which the Charter Hire and the Chartererâ€™s other indebtedness and obligations hereunder shall be remitted;"HMT" means His Majesty's Treasury of UK;â€œHull Insuranceâ€ means the Hull and Machinery Insurance and the War Risks Insurance;Part II-P. 6â€œHull and Machinery Insuranceâ€ means any and all marine insurances indemnifying and covering losses of, damages to, and expenses in relation to, the hull and the machinery of the Vessel, whether it is named or called â€œHull and Machinery Insuranceâ€, â€œPrincipal Insuranceâ€, â€œAdditional Insuranceâ€, â€œIncreased Value Insuranceâ€, â€œHull Interest Insuranceâ€, â€œFreight Interest Insuranceâ€ or whatsoever else;â€œIndebtednessâ€ means any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent, and for or in respect of:-(a)Â Â Â Â amounts borrowed;(b)Â Â Â Â the amount of any deferred purchase price of property or services, the payment of which has been deferred in excess of ninety (90) days; (c)Â Â Â Â all obligations under or in respect of guarantees, letters of credit or bankerâ€™s acceptances;(d)Â Â Â Â all obligations under or evidenced by bonds, debentures, notes or other similar instruments;(e)Â Â Â Â leases or hire purchase contracts, which would be treated as finance or capital leases in accordance with International Accounting Standards; or(f)Â Â Â Â amounts raised under any other transaction (including, without limitation, any forward sale or purchase agreement) having the commercial effect of a borrowing.â€œIndemnified Personsâ€ means the Owner, its parent, investors who invest to the Owner for the Transactions and the Mortgagee;â€œInsuranceâ€ means the Hull & Machinery Insurance, the War Risks Insurance, the P & I Insurance and other insurances taken out and maintained by the Charterer for and in relation to the Vessel or any of them;â€œInsurance Assignmentâ€ means an assignment to be entered into by and between the Owner, the Charterer and the Mortgagee in a form and substance satisfactory to each of them for the purpose of assignment of the Chartererâ€™s Insurance Property by the Charterer and the Ownerâ€™s Insurance Property by the Owner to the Mortgagee;â€œInsurance Brokerâ€ means the insurance broker of the Hull Insurance;â€œInsurance Moneysâ€ means the proceeds of insurance, recoveries, and all other sums of money payable by the Insurer and/or Insurance Broker and/or the P & I Club pursuant to the Insurance on or in respect of the Vessel;â€œInsurerâ€ means any such insurance company or underwriters or insurer acceptable to the Owner (such acceptance not to be unreasonably withheld or delayed), with whom the Hull Insurance shall be from time to time taken out on or in respect of the Vessel by the Charterer;â€œISM Codeâ€ means the International Management Code for the Safe Operation of Ships and for Pollution Prevention, as adopted by the Assembly of the International Maritime Organization on 4th November, 1993 by resolution A.741 (18) and incorporated on 19th May, 1994 as Chapter IX of the Safety of Life at Sea Convention 1974, as amended from time to time;â€œISM-SMSâ€ means, in relation to the Vessel, the safety management system for the Vessel which is required to be developed, implemented and maintained under the ISM Code;Part II-P. 7â€œISPS Codeâ€ means the International Ship and Port Facility Security Code, as adopted by the Assembly of the International Maritime Organization with which the Vessel, the Manager of the Vessel and/or the Owner must comply under applicable laws in respect of the operation, ownership and trading of the Vessel, as amended from time to time;â€œISSCâ€ means the International Ship Security Certificate as required by the ISPS Code;â€œLiberiaâ€ means the Republic of Liberia;â€œLiberian Maritime Authorityâ€ means the registry office of ships in Liberia at which the Vessel shall be re-registered in the name of the Owner;â€œLoan Agreementâ€ means the loan agreement to be entered into between (i) the Owner as borrower and (ii) the Mortgagee as lender;â€œManagerâ€ means Seamar Management S.A. or such other management company of good reputation appointed by the Charterer and approved by the Owner;â€œMajor Casualtyâ€ means any casualty to the Vessel in respect of which the claim or the aggregate of the claims under the relevant Hull Insurance in connection with each one incident shall, before adjustment for any relevant franchise or deductible, exceed One Million Dollars (USD 1,000,000) or its equivalent in any other currency;â€œMaritime Regulationsâ€ means all statutory and other provisions of laws, regulations, treaties, conventions, guidelines, circulars and rules enacted, declared, approved, agreed, ratified, set out or announced by the central or local legislative or governmental body of Liberia or its agencies or any other governmental bodies to which the Vessel may from time to time be subject, including, without limitation, any maritime authorities, concerning (i) maintenance, service, repair, seaworthiness or condition (whether physical or legal) of the Vessel, (ii) operation, navigation, management, manning, insurance or trade of the Vessel, (iii) entry into or getting out from any port for discharge, loading, bunkering or otherwise of the Vessel, (iv) documentation, registration, flag and nationality of the Vessel, (v) mortgages and other Encumbrances or enforcement against the Vessel and (vi) any other matters relating to the Vessel;â€œMaterial Adverse Effectâ€ means: -(a)Â Â Â Â for the purpose of â€œChartererâ€™s Event of Defaultâ€ or if Material Adverse Effect arises on or in relation to the Charterer Obligor, a material adverse effect on (i) the business or financial condition of any Charterer Obligor or (ii) the ability of any Charterer Obligor to perform its obligations under any Transaction Document to which it is a party or (iii) the validity or enforceability against any Charterer Obligor of any Transaction Document to which it is a party; and(b)Â Â Â Â for the purpose of an â€œOwnerâ€™s Event of Defaultâ€ or if Material Adverse Effect arises on or in relation to the Owner, a material adverse effect on (i) the business or financial condition of the Owner or (ii) the ability of the Owner to perform its obligations under any Transaction Document to which it is a party or (iii) the validity or enforceability against the Owner of any Transaction Document to which it is a party;â€œMemorandum of Agreementâ€ means the memorandum of agreement dated of even date herewith between the Seller and the Buyer for the purpose of sale and purchase of the Vessel;Part II-P. 8â€œMinimum Insurance Valueâ€ has the meaning given to it under Clause 10.4(3) (Minimum Insurance Value) hereof;â€œMonthlyâ€ means reference to a period commencing on a certain date in a certain month and terminating on the date in the next month corresponding to the former date (references to â€œMonthsâ€ and â€œMonthlyâ€ shall therefore be construed accordingly) provided that if there is no such corresponding date in that latter month, such period shall terminate on the last day of that latter month;â€œMortgageâ€ means a First Preferred Liberian Ship Mortgage over the Vessel to be executed and registered by the Owner in favor of the Mortgagee;â€œMortgageeâ€ means THE CHUGOKU BANK, LTD., a corporation organized and existing under the laws of Japan having its registered office at 1-15-20, Marunouchi, Kita-ku, Okayama, Okayama Pref., Japan;"OFAC" means the Office of Foreign Assets Control of the US Department of Treasury of the United States of America;â€œOil Pollution Lawsâ€ means the international conventions, domestic statute and common laws concerning the oil pollution liabilities, including, without limitation, United States Oil Pollution Act;â€œOptional Purchaseâ€, â€œOptional Purchase Dateâ€ and â€œOptional Purchase Priceâ€ bear their meanings given to them under Clause 5.4 (1) (Optional Purchase) hereof;â€œOptional Purchase Periodâ€ means the period from the end of eighteenth (18th) month after the Delivery Date to (and excluding) the Expiry Date;â€œOwnerâ€ means NMB JASMINE LTD, a corporation organized and existing under the laws of the Republic of Liberia having its registered office at 80 Broad Street, Monrovia, Liberia;â€œOwner Encumbranceâ€ means any Encumbrance which arises as a result of: (a)Â Â Â Â any claim against the Owner (other than the Ownerâ€™s Strict Liabilities) that is not related to, or does not arise directly as a result of, the management or operation or use of the Vessel or the transactions contemplated by this Charter Party or the Transaction Documents; or(b)Â Â Â Â any Taxes imposed on the Owner, other than those in respect of which the Owner is required to be indemnified against by the Charterer or by any other person under this Charter Party other than, in the case of (a) and (b) above, in respect of Taxes or a claim in respect of which the liability to pay or the amount of which is being contested in good faith and which will not cause any interference to the use possession and quiet enjoyment of the Charterer during the Charter Period.â€œOwnerâ€™s Activitiesâ€ means the Ownerâ€™s activities in relation to the Transaction Documents as the Owner or the Buyer including (i) to enter into and perform the Memorandum of Agreement, this Charter Party, the Mortgage, the Insurance Assignment and the Quiet Enjoyment Agreement, (ii) to purchase the Vessel from the Seller pursuant to the Memorandum of Agreement, (iii) to let the Vessel by way of demise and if applicable sell the Vessel to the Charterer pursuant to this Charter Party, (iv) to mortgage the Vessel in favour of the

Mortgagee and (v) to assign the Ownerâ€™s Insurance Property to the Mortgagee pursuant to the Insurance Assignment;Part II-P. 9Part II-P. 10â€œOwnerâ€™s Commitmentâ€ means the Ownerâ€™s commitment and obligation to let and deliver the Vessel to the Charterer and to ultimately sell back the Vessel to the Charterer pursuant to this Charter Party;â€œOwnerâ€™s Event of Defaultâ€ means an event defined as a â€œOwner's Event of Defaultâ€ in Clause 5.7(1) (Ownerâ€™s Event of Default) hereof;â€œOwnerâ€™s Insurance Propertyâ€ means all the Ownerâ€™s rights, title and interest for, to and in theInsurance Monies and the Requisition Compensation;â€œP & I Clubâ€ means any such protection and indemnity association or club which is a member of the International Group of Protection and Indemnity Association, in which the Vessel shall be entered and shall continue to be entered in the names of the Owner and the Charterer;â€œP & I Insuranceâ€ bears the meaning set out in Clause 10.4(1)(c) (P & I Insurance) hereof;â€œP & I Risksâ€ means, for the purpose of the protection and indemnity coverage provided in Clause 10.4(1)(c) (P & I Insurance) hereof, all risks covered by the Articles or Rules of the relevant P & I Club and by a certificate or certificates of entry of the Vessel issued by such P & I Club or as it may at any time be amended or supplemented and includes the usual risks covered by any protection and indemnity association or club which is a member of the International Group of Protection and Indemnity Association;â€œPanamaâ€ means the Republic of Panama;â€œPartyâ€ means either the Owner or the Charterer or each of them;â€œPermitted Encumbrancesâ€ means:(a)Â Â Â Â Â An Encumbrance created by the Charterer under the Transaction Documents;(b)Â Â Â Â Â An Owner Encumbrance;(c)Â Â Â Â Â A lien for unpaid master's and crew's wages in accordance with usual maritime practice and not being over due or enforced through arrest;(d)Â Â Â Â Â A lien for salvage;(e)Â Â Â Â Â A lien for master's and Vessel disbursements incurred in the ordinary course of trading in ship ownership and management practice and not being over due or enforced through arrest;(f)Â Â Â Â Â Any other lien arising by operation of law or otherwise in the ordinary course of maintenance of the Vessel (i) not as a result of any default or omission by the Charterer and (ii) not being overdue and unpaid or enforced through arrest;â€œPoseidon Principlesâ€ means the financial industry framework for assessing and disclosing the climate alignment of ship finance portfolios published in June 2019 as the same may be amended or replaced to reflect changes in applicable law or regulation or the introduction of or changes to mandatory requirements of the International Maritime Organization from time to time;â€œPLSâ€ means PANGAEA LOGISTICS SOLUTIONS LTD., a company incorporated under the laws of Bermuda having its registered office at 3rd Floor, Par la Ville Place, 14 Par la Ville Road, Hamilton HM08 Bermuda;â€œPLSâ€™s Activitiesâ€ means PLSâ€™s activities in relation to the Transaction Documents including (i) toPart II-P. 11Part II-P. 12enter into and perform the PLS Guarantee and (ii) to guarantee the Chartererâ€™s Indebtedness andthe Chartererâ€™s obligations under this Charter Party;â€œPLS Guaranteeâ€ means a guarantee dated even date herewith and made by PLS in favor of the Owner whereby PLS has guaranteed the Chartererâ€™s obligations under the Memorandum of Agreement and this Charter Party;â€œPurchase Priceâ€ means the sum of Eight Million Dollars (USD 8,000,000) payable by the Buyer to the Seller under the Memorandum of Agreement;â€œQuiet Enjoyment Agreementâ€ means a quiet enjoyment agreement to be made between the Charterer, the Owner and the Mortgagee pursuant to Clause 10.2(2) (Quiet Enjoyment Agreement) hereof;â€œRedeliveryâ€ means the Expiry Redelivery or the Early Termination Redelivery;â€œRequisition Compensationâ€ means a compensation payable by or on behalf of the relevantGovernment Entity in consideration of Compulsory Acquisition of the Vessel;"Restricted Party" means a person that is: (i) listed on, or owned or controlled by a person listed on, or acting on behalf of a person listed on, any Sanctions List; (ii) located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a person located in or organized under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions; or (iii) otherwise a target of Sanctions ("target of Sanctions" signifying a person with whom a US person or other national of a Sanctions Authority would be prohibited or restricted by law from engaging in trade, business or other activities);â€œRestricted Trade Zoneâ€ means the area in which (i) the Insurance then taken out or maintaineddoes not cover, or (ii) any Sanction is applicable;"Sanctions" means the economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Sanctions Authority;"Sanctions Authorities" means (i) the United States government; (ii) the United Nations; (iii) the European Union or member states thereof (iv) the United Kingdom; or (v) the respective governmental institutions and agencies of any of the foregoing, including, without limitation, the OFAC, the United States Department of State and HMT;"Sanctions List" means the "Specially Designated Nationals and Blocked Persons" list maintained by OFAC, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by HMT, or any similar list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities;â€œScrubber Systemâ€ means the system known as EGCS (Exhaust Gas Cleaning System) to be installed on board the Vessel to minimize the discharge of Sox contained in the fuel oil to the extent of a certain quantity required under International Convention for the Prevention of Pollution from Ships;â€œSellerâ€ means the same legal entity as the Charterer acting as the â€œSellerâ€ under theMemorandum of Agreement;â€œSMCâ€ means the Safety Management Certificate as required by the ISM Code;Part II-P. 13â€œStipulated Loss Valueâ€ means the amount set out in the column â€œStipulated Loss Valueâ€ ofSchedule (B) (Stipulated Loss Value Tabulation);â€œStrict Liabilityâ€ means the liability of a person imposed by the statute or convention or laws,regardless of non-existence of such personâ€™s negligence;â€œSubsidiaryâ€ means an entity from time to time of which a person has direct or indirect control or owns directly or indirectly more than fifty per cent. (50%) of the voting share capital or similar right of ownership;â€œTaxesâ€ means any tax, levy, impost, duty, charge, fee, deduction or withholding of any nature (including, without limitation, stamp tax and similar charge, but excluding overall net income and capital gains taxes) which is at the date of execution of this Charter Party or thereafter imposed, levied, collected, withheld or assessed (i) by any taxing authority purporting to exercise jurisdiction over the Charter Obligors or (ii) by any taxing authority (other than a taxing authority in or of Japan or Liberia) purporting to exercise jurisdiction over the Owner;"Term SOFR" means the Term SOFR Reference Rate for a tenor comparable to one (1) month period on the day (such day, hereinafter called the â€œPeriodic Term SOFR Determination Dayâ€) that is five (5) U.S. Government Securities Business Days prior to the first day of each Hire Calculation Period, as such rate is published by the Term SOFR Administrator; provided however that, if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator, 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, provided further that: (a) if the relevant Term SOFR Reference Rate cannot be determined pursuant to the forgoing provision or is not available for any reason, â€œTerm SOFRâ€ means the rate of interest for one (1) month determined by reference to the cost of funds from such other sources as the Owner may from time to time determine (for the spread adjustment, such rate as determined by the Owner after an adequate discussion with the Charterer shall be added to the rate obtained by such other source for the calculation of the rate of interest), and(b) if, in either case, the relevant Term SOFR is less than zero percent (0%), such Term SOFR shall be deemed to be zero percent (0%);In relation to the definition of â€œTerm SOFRâ€;â€œSOFRâ€ means Secured Overnight Financing Rate as administered by the Federal Reserve Bank ofNew York (or a successor administrator of the secured overnight financing rate);"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Owner in its reasonable discretion);"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR; and"U.S. Government Securities Business Day" 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;Part II-P. 14â€œTotal Lossâ€ means(a) actual or constructive or compromised or agreed total loss of the Vessel under the insurances and (b) any expropriation, confiscation, requisition (excluding a requisition for hire) or acquisition of the Vessel by any government or official authority or by any person or persons claiming to be or represent a government or official authority or any capture or seizure of the Vessel (including any hijacking or theft) by any person whatsoever, in any such case unless the Vessel returned to the full control of the Charterer within one (1) Month of the occurrence of such events;â€œTotal Loss Compensationâ€ bears the meaning set out in Clause 5.4(1) (Total Loss and Total Loss Compensation) hereof;â€œTotal Loss Dateâ€ has the meaning given to it in Clause 5.4(1) (Total Loss and Total Loss Compensation) hereof;â€œTotal Loss for Insuranceâ€ means an actual, constructive, compromised or agreed Total Loss of the Vessel or other condition of the Vessel treated by the Insurer as a total loss;â€œTransactionsâ€ mean the transactions contemplated by the Transaction Documents;â€œTransaction Documentsâ€ means this Charter Party, the PLS Guarantee, the Memorandum of Agreement, the Mortgage, the Insurance Assignment and the Quiet Enjoyment Agreement;â€œUS Internal Revenue Serviceâ€ means the Internal Revenue Service of the United States of America;â€œUS Internal Revenue Codeâ€ means the United States of America Internal Revenue Code of 1986;"US Tax Obligor" means (i) the Charterer if it is resident for tax purposes in the United States of America; or (ii) an Obligor some or all of whose payments under this Bareboat Charter Party or any other Transaction Documents are from sources within the United States of America for United States of America federal income tax purposesâ€œVesselâ€ means one Bulk carrier documented in her name â€œBULK FRIENDSHIPâ€ under the laws and flag of Panama with IMO number 9496977 and will be acquired by the Buyer pursuant to the Memorandum of Agreement, and re-registered in the name of the Owner with the Liberian Maritime Authority;â€œWar Risksâ€ mean, for the purpose of the War Risks Insurance on or in respect of the Vessel, inter alia, the risk of war, civil war, revolution, derelict mines, strikes, lock-outs, riots, terrorist acts and all risks excluded from the standard form of English or other marine policies by the free of capture and seizure clauses; andâ€œWar Risk Insuranceâ€ bears the meaning set out in Clause 10.4(1)(b) (War Risks Insurance) hereof.1.2.Â Â Â Â Â InterpretationUnless the context otherwise requires, the terms of this Charter Party shall be interpreted in accordance with the following rules: -(1)Â Â Â Â Â Reference to Documents: This Charter Party or any other document, instrument or agreement (whether or not defined in this Charter Party) means this Charter Party or that other document, instrument, or agreement as in force for the time being and as varied,Part II-P. 15amended, modified, supplemented, restated, novated or replaced from time to time.(2)Â Â Â Â Â Headings and Schedules: Any Clause shall be a reference to a Clause of this Part II of this Charter Party. The titles of any Clause or other headings are inserted for the purpose of convenience only and shall be ignored for the purpose of construction.(3)Â Â Â Â Â Reference to Law: Any law or enactment shall be deemed to include references to such law or enactment as re-enacted, amended, extended, consolidated or replaced and any orders, decrees, proclamations, regulations, instruments or other subordinate legislation made thereunder.(4)Â Â Â Â Â Singular/Plural/Gender: Where the context reasonably permits, words importing the singular number only shall include the plural and vice versa, and words importing one gender shall include every gender.(5)Â Â Â Â Â â€œhereofâ€, etc.:â€œhereinaâ€, â€œhereinâ€, â€œherebyâ€, â€œhereunderâ€ and other words of similar import each means this Charter Party as a whole and not any particular part of this Charter Party or this Part II, as the case may be.(6)Â Â Â Â Â A Reference to Party: Each reference to the Charterer, the Owner, the Seller and the Mortgagee also includes their respective successors, permitted assigns and transferees.1.3.Â Â Â Â Â A ConstructionThefollowing rules shall be applicable when the terms and conditions of this Charter Party shall be construed: -(1)Â Â Â Â Â A Waiver of Immunity: The Charterer hereby expressly waives all of its rights of sovereign or other immunity which the Charterer may have due to operation of laws or otherwise by reason of which the Charterer would without this Clause be entitled to discharge, release or reduce any of its obligations and liabilities under this Charter Party or any other Transaction Document to which it is or will be a party. (2)Â Â Â Â Â A Variation: The terms and conditions of this Charter Party and the respective rights of the Owner shall not be waived or varied otherwise than by an instrument in writing of the same date as or subsequent to this Charter Party executed by both parties or by their duly authorized representatives.(3)Â Â Â Â Â A Invalidity: No failure or delay on the part of the Owner in exercising any power, right or remedy hereunder or in relation to the Vessel shall operate as a waiver thereof nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise of any such right or power or the exercise of any other right, power or remedy.(4)Â Â Â Â Â A Severability: If any term or condition of this Charter Party shall to any extent be illegal invalid or unenforceable, the remainder of this Charter Party shall not be affected thereby and each other term and condition shall be legal, valid and enforceable to the fullest extent permitted by law.(5)Â Â Â Â Â A Cumulativeness: The respective rights and remedies conferred on the Owner by this Charter Party are cumulative, may be exercised as often as the Owner thinks fit and are in additional to, and are not exclusive of, any rights and remedies provided by law.Part II-P. 16(6)Â Â Â Â Â A Third Party Rights: Unless expressly provided to the contrary in a Transaction Document a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Charter Party.2.Â Â Â Â Â A BAREBOAT CHARTER OF VESSEL2.1.Â Â Â Â Â A Agreement for Bareboat Charter of the VesselSubject to the terms and conditions of this Charter Party, the Vessel shall be let by the Owner to the Charterer, and shall be hired by the Charterer from the Owner, by way of demise charter (bareboat charter) for the Charter Period.2.2.Â Â Â Â Â A Absolute ObligationExcept in the case that the Memorandum of Agreement has not been terminated or cancelled pursuant to its terms, the Chartererâ€™s obligations to take delivery of the Vessel and hire the Vessel for the Charter Period shall be absolute and the Charterer shall not refuse to do so for any reason whatsoever.2.3.Â Â Â Â Â A Charter PeriodThe Charter Period shall be five (5) years commencing on the Delivery Date and ending on the Expiry Date.2.4.Â Â Â Â Â A Control of VesselSubject to the terms and conditions of this Charter Party, during the Charter Period the Vessel shall be in the full possession and absolute disposal for all purposes of the Charterer and under their complete control in every respect3.Â Â Â Â Â A DELIVERY OF VESSEL3.1.Â Â Â Â Â A Delivery of Vessel(1)Â Â Â Â Â A Delivery of Vessel: Simultaneously with the delivery of the Vessel from the Seller to the Buyer pursuant to the Memorandum of Agreement, the Vessel shall be delivered by the Owner to the Charterer.(2)Â Â Â Â Â A Physical Delivery of Vessel: Since the Charterer shall possess and control the Vessel as the owner until the Delivery Date and shall continue to possess and control of the Vessel as the bareboat charterer without transmission of the physical possession and control to the Owner, the delivery from the Owner to the Charterer for the purpose of this Charter Party shall be deemed to have been made upon exchange of the signed Protocol of Delivery and Acceptance between the Owner and the Charterer pursuant to the paragraph (4) below. (3)Â Â Â Â Â A Delivery Date:Â Â Â Â Â The Vessel shall be delivered on the Delivery Date.(4)Â Â Â Â Â A Protocol of Delivery and Acceptance: Each of the representatives of the Owner and the Charterer shall, on the Delivery Date, sign a Protocol of Delivery and Acceptance (PDA) for the Vessel in the form attached hereto as Schedule (A) in two originals (one for each of them) which shall constitute an absolute and conclusive evidence of delivery of the VesselPart II-P. 17from the Owner to the Charterer.(5)Â Â Â Â Â A Consumable Stores: For the avoidance of doubt, it is acknowledged that the Charterer, at the time of delivery of the Vessel, owns all spare parts and spare equipment including spare tail-end shaft(s) and/or spare propeller(s)/propeller blades(s), if any, belonging to the Vessel at the time of delivery used or unused, whether on board or not, and all bunkers, unused lubricating and hydraulic oils and greases in storage tanks and unopened drums and unused stores (the â€œConsumable Storesâ€) remaining on board the Vessel as of the Delivery Date, and the Owner and the Charterer shall not be required to settle any Consumable Stores at the time of delivery of the Vessel under this Charter Party.(6)Â Â Â Â Â A Condition of Vessel on Delivery: Although the Vessel shall be delivered under this Charter Party in the same condition and with the same equipment, inventory and spare parts as it is delivered to the Owner under the Memorandum of Agreement, the Vessel shall be delivered (subject to the paragraph (2) above) to the Charterer under this Charter Party strictly â€œas is, where isâ€, and the Charterer, throughout the Charter Period, shall have no claim against the Owner subject to the provisions of this Charter Party.3.2.Â Â Â Â Â A Condition Precedent to Ownerâ€™s Commitment(1)Â Â Â Â Â A Conditions Precedent Documents to Ownerâ€™s Commitment: As a condition precedent to the Ownerâ€™s Commitment, the Owner shall have received the following documents from the Charterer: -(a)Â Â Â Â Â A Transaction Documents;(i)Â Â Â Â Â An executed copy of the Memorandum of Agreement;(ii)Â Â Â Â Â A Chartererâ€™s Corporate Documents:(i)Â Â Â Â Â A one copy of the Good Standing Certificate of the Charterer;(ii)Â Â Â Â Â A one original certificate of an Officer of the Charterer certifying (i) a true copy of the certificate of incorporation and the Articles of Incorporation of the Charterer; (ii) a true copy of the minutes of the resolutions of the board of directors of the Charterer (aa) authorizing the Chartererâ€™s Activities and (bb) authorizing and approving the contents of and the entering into by a specified person or persons into this Charter Party, the Memorandum of Agreement and the other Transaction Documents to which it is a party and (iii) the incumbency of the directors and officers of the Charterer; and(c)Â Â Â Â Â A PLSâ€™s Corporate Documents: (i)Â Â Â Â Â A one pdf copy of the Good Standing Certificate of PLS;(ii)Â Â Â Â Â A one original certificate of an Officer of PLS certifying (i) a true copy of the minutes of the certificate of incorporation and the Memorandum of Association and Bylaws of PLS; (ii) a true copy of the resolutions of the board of directors of PLS (aa) authorizing PLSâ€™s Activities and (bb) the entering into of the PLS Guarantee by a specified person or persons and (iii) the incumbency of thePart II-P. 18directors and officers of PLS; and(2)Â Â Â Â Â A Conditions Precedent Status to Ownerâ€™s Commitment: As a condition precedent to theOwnerâ€™s Commitment: -(a)Â Â Â Â Â A Continuation of Documents: neither the Memorandum of Agreement nor this Charter Party has been terminated or invalidated or otherwise become null and void but it is continuing in full force and effect;(b)Â Â Â Â Â A Chartererâ€™s Representations and Warranties: all the Chartererâ€™s representations and warranties described in Clause 8.1 (Chartererâ€™s Representations and Warranties) hereof shall be true and complied with in all material respects;(c)Â Â Â Â Â A No Chartererâ€™s Event of Default:Â Â Â Â Â A No Chartererâ€™s Event of Default has occurred orexists.(3)Â Â Â Â Â A Waiver of Conditions Precedent to Ownerâ€™s Commitment: Notwithstanding Paragraph(1) above, the Owner may, in its absolute discretion, waive, in writing, delivery of any particular document to the Owner as a condition precedent, specifying the said document, but the Charterer shall

Owner shall be obligated to deliver the said document to the Owner by such later date as the Owner may designate.3.3.Â Â Â Condition Precedent to Chartererâ€™s Commitment:(1)Â Â Â Conditions Precedent Documents to Chartererâ€™s Commitment: As a condition precedent to the Chartererâ€™s Commitment, the Charterer shall have received the following documents from the Owner: -(a)Â Â Â Transaction Documents:(i)Â Â Â an executed copy of the Memorandum of Agreement;(ii)Â Â Â an executed copy of this Charter Party;(iii)Â Â Â an executed copy of the Quiet Enjoyment Agreement;(b)Â Â Â A Ownerâ€™s Corporate Documents:(i)Â Â Â a one pdf copy of the Articles of Incorporation of the Owner;(ii)Â Â Â a one pdf copy of the Certificate of Goodstanding of the Owner issued by Liberian authority;(iii)Â Â Â a one original certificate of an Officer of the Owner certifying (i) a true copy of the minutes of the resolutions of the board of directors of the Owner (aa) authorizing the Ownerâ€™s Activities and (bb) authorizing and approving the entering by a specified person or persons into this Charter Party, the Memorandum of Agreement and the other Transaction Documents to which it is a party and (ii) a true copy of a certificate of election, incumbency and shareholding of the Owner;(2)Â Â Â Conditions Precedent Status to Chartererâ€™s Commitment:Â Â Â As a condition precedent to the Chartererâ€™s Commitment: -(a)Â Â Â Continuation of Documents:Â Â Â neither the Memorandum of Agreement nor this Part II-P. 19 Charter Party has been terminated or invalidated or otherwise become null and void but it is continuing in full force and effect;(b)Â Â Â A Ownerâ€™s Representations and Warranties: all the Ownerâ€™s representations and warranties described in Clause 8.2 (Ownerâ€™s Representations and Warranties) hereof shall be true and complied with in all material respects; and(c)Â Â Â A No Ownerâ€™s Event of Default:Â Â Â A no Ownerâ€™s Event of Default has occurred or exists.(4)Â Â Â A Waiver of Conditions Precedent to Chartererâ€™s Commitment: Notwithstanding Paragraph (2) above, the Charterer may, in its absolute discretion, waive, in writing, delivery of any particular document to the Charterer as a condition precedent, specifying the said document, but the Owner shall continue to be obligated to deliver the said document to the Charterer by such later date as the Charterer may designate.3.4.Â Â Â Documents as Condition Subsequent(1)Â Â Â A Delivery of Documents as Condition Subsequent: The Charterer undertakes to deliver to the Owner an original of the following documents or a certified true copy thereof within the period of time stipulated below: -(a)Â Â Â Transaction Documents: To the extent not already received by the Owner on or before the Delivery Date, the Charterer shall deliver to the Owner as soon as possible after the Delivery Date one executed original of each Transaction Document to which the Charterer and/or PLS is a party.(b)Â Â Â A Insurance Assignment and Insurance Documents: The Charterer shall furnish the Owner with one certified true copy of the notices of assignment which were sent to the Insurers on the Delivery Date. The Charterer shall deliver copies of all policies and contracts of insurances evidencing that all Insurances required to be maintained during the Charter Period have been affected as soon as practicable after the Delivery Date and in any event no later than fifteen (15) days after the Delivery Date.3.5.Â Â Â A Pre-delivery Cancellation(1)Â Â Â A Automatic Cancellation:Â Â Â A If the Memorandum of Agreement becomes invalid or is cancelled, this Charter Party shall automatically be cancelled.(2)Â Â Â A Consequence of Pre-delivery Cancellation:Â Â Â A If this Charter Party is cancelled pursuant to (1) above: -(a)Â Â Â A the Parties shall be released from their obligations hereunder; and(b)Â Â Â A in the event that the Charter Party is cancelled by the Owner pursuant to the paragraph (1) above, the Charterer shall be liable for any costs, expenses and charges suffered by the Owner of the type referred to in clause 7.2 (Expenses and Vessel Cost) hereof.3.6.Â Â Â A Warranty of Owner(1)Â Â Â A No Warranty of Owner:Â Â Â A The Owner, throughout the Charter Period, makes no representation or warranty, express or implied (and whether statutory or otherwise), as to Part II-P. 20 seaworthiness, condition, design, operation, performance, capacity, merchantability or fitness for use of the Vessel or as to its eligibility for any particular trade or operation or any other representation or warranty whatsoever, express or implied, with respect to the Vessel or her engines, machinery, boats, tackle, outfit, spare gear, fuel and consumable or other stores, and the Charterer hereby waives all its rights and claims whatsoever against the Owner and howsoever arising in respect of the foregoing except where the same arises due to the reasons solely attributable to the Owner.(2)Â Â Â A Risk of Damage: The risk of damage to the Vessel shall be borne by the Charterer and the Charterer shall have absolute obligations to maintain the same good condition of the Vessel as when she was delivered and fully repaired throughout the Charter Period, fair wear and tear not affecting class excepted.(3)Â Â Â A Quiet enjoyment:Â Â Â A The Owner:(a)Â Â Â A warrants and undertakes to the Charterer that throughout the Charter Period, subject to Clause 5 (Termination and Early Termination) hereof, the Owner shall not and shall procure that the Mortgagee shall not interfere with the use, possession and quiet enjoyment of the Vessel by the Charterer only in accordance with, and only subject to, the terms of the Quiet Enjoyment Agreement and shall comply with and procure compliance by the Mortgagee with the terms and conditions of the Quiet Enjoyment Agreement; and(b)Â Â Â A the Owner further undertakes, if reasonably requested to do so by the Charterer, to take such action as is available to it to protect the use, possession and quiet enjoyment of the Vessel during the Charter Period by the Charterer from interference by third parties.(c)Â Â Â A Without prejudice to the obligations and liabilities of the Charterer under this Charter (including the Charterer's obligations to pay Charter Hire, if the Vessel is arrested or otherwise detained by reason of a claim against the Owner (other than a claim for the Ownerâ€™s Strict Liability or due to the maintenance or possession or operation or navigation or use of the Vessel or due to any action or omission or default or negligence of the Charterer), the Owner shall at its own expense take all reasonable steps to secure the Vesselâ€™s release within a reasonable time, including the provision of bail. In addition, the Owner and the Charterer shall enter into immediate discussions to evaluate the situation and closely cooperate with each other to resolve the arrest, detention or seizure as soon as practical. In such circumstances the Owner shall within 30 days of demand, indemnify the Charterer against all losses incurred by the Charterer as a direct consequence of such arrest or detention.4.Â Â Â A CHARTER HIRE4.1.Â Â Â A Charter Hire Payable Monthly in Advance(1)Â Â Â A Payment of Charter Hire: In consideration of hire and use by the Charterer of the Vessel during the Charter Period in accordance with the terms and conditions herein set forth, the Charterer shall pay to the Owner the following Fixed Portion of Charter Hire and Floating Portion of Charter Hire (hereinafter collectively called the Charter Hireâ€¦).Part II-P. 21(a)Â Â Â A Fixed Portion of Charter Hire: the sum of Fifty Thousand Dollars (USD50,000) (hereinafter called the Fixed Portion of Charter Hireâ€¦) per Month payable Monthly in advance on each Hire Payment Date; and(b)Â Â Â A Floating Portion of Charter Hire: the amount equivalent to the product obtained by multiplying the following (i), (ii) and (iii) ((i)Â Â Â (ii)Â Â Â (iii)) (hereinafter called the Floating Portion of Charter Hireâ€¦) payable on each Hire Payment Date pursuant to Clause 4.5 hereof:(i)Â Â Â A the Charter Hire Principal outstanding on the first day of each relevant Hire Calculation Period (provided that when a such first day is the same day as a Hire Payment Date, the outstanding Charter Hire Principal is the one computed before deduction of the subject Fixed Portion of Charter Hire payable on the said Hire Payment Date);(ii)Â Â Â A the Applicable Rate for the relevant Hire Calculation Period; and(iii)Â Â Â A fraction of which the denominator is three hundred sixty (360) and the numerator is the number of days actually elapsed during the relevant Hire Calculation Period.The amount paid hereunder as the Charter Hire shall be applied firstly in or towards payment of the relevant Floating Portion of Charter Hire and secondly in or towards payment of the Fixed Portion of Charter Hire.(2)Â Â Â A Final Payment of Charter Hire: Final payment of Charter Hire, if for a period of less than one (1) month, shall be calculated proportionally according to the number of days and hours remaining before the Expiry Date or the Early Termination Date.(3)Â Â Â A Calculation of Charter Hire: Each of the Charter Hire shall be calculated by the Owner, which calculation shall (save and except for manifest error) be conclusive and binding on the Charterer. The Owner shall notify the Charterer of the amount of the relevant Charter Hire timely and in any case prior to the relevant Hire Payment Date.(4)Â Â Â A Refund of Unearned Charter Hire: If the Charter Hire for the relevant Hire Calculation Period is paid on the Hire Payment Date being the first day of such Hire Calculation Period and the Early Termination Date occurs during such Hire Calculation Period, the proportionate part of such Charter Hire for the period from the day immediately following the Early Termination Date until the last day of such Hire Calculation Period shall be refunded to the Charterer upon the full payment of all the amounts payable by the Charterer to the Owner. Such refund may be settled by way of set off between them.4.2.Â Â Â A Remittance to Hire Receiving AccountThe Charterer hereby undertakes with the Owner that the Charter Hire shall be paid by remittance to the Hire Receiving Account.4.3.Â Â Â A No Off-HireThe Chartererâ€™s obligation to pay the Charter Hire is absolute, and the Charterer shall not in case refuse payment of the Charter Hire or claim reduction of the amount of the Charter Hire nor shall the Charterer be entitled to off-hire for any reason whatsoever, regardless of whether the Vessel is lost or damaged or not, until and unless the amount of the Chartererâ€™s Indebtedness has been paid in full.Part II-P. 224.4.Â Â Â A Requisition for hireIn the event of the requisition for hire of the Vessel by any governmental or other competent authority at any time during the Charter Period, this Charter Party shall not be deemed to be frustrated or otherwise terminated and the Charterer shall continue to pay the Charter Hire accordingly to this Charter Party until the Expiry Date or termination of this Charter Party pursuant to Clause 5 (Termination and Early Termination) hereof.However, if any requisition hire or compensation is received by the Owner for the remainder of the Charter Period or the period of the requisition, whichever is shorter it shall be payable by the Owner to the Charterer, provided that the Owner shall be entitled to set off the said payment against the Charter Hires payable by the Charterer to the Owner.4.5.Â Â Â A Payment of the Floating Portion of Charter Hire(1) The Floating Portion of Charter Hire shall accrue for every Hire Calculation Period until the Expiry Date unless this Charter Party terminated earlier in accordance with the provisions of this Charter Party. The Charterer shall pay to the Owner the Floating Portion of Charter Hire accruing during the Charter Period on each Hire Payment Date in advance, which Floating Portion of Charter Hire shall be calculated in accordance with Clause 4.1 (1)(b) above.5.Â Â Â A TERMINATION ON EXPIRY DATE AND EARLY TERMINATION5.1.Â Â Â A Election of Purchase or Redelivery on Expiry Date(1)Â Â Â A Chartererâ€™s Election on the Expiry Date: Unless this Charter Party terminates earlier, the Charterer shall, by giving a notice of election in writing to the Owner at least three (3) months prior to the Expiry Date, elect the purchase of the Vessel on the Expiry (â€¦Purchaseâ€¦) or the redelivery of the Vessel on the Expiry Date (â€¦Expiry Redeliveryâ€¦). If the Charterer fails to give such notice of election, the Charterer shall be deemed to have elected the Expiry Purchase of the Vessel.(2)Â Â Â A Ownerâ€™s Option in case of occurrence of Chartererâ€™s Event of Default: Notwithstanding the provisions paragraph (1) above, if any Chartererâ€™s Event of Default has occurred and is continuing, the Owner shall be entitled to refuse the Purchase Option or the Expiry Redelivery Option and to exercise its powers granted under Clause 5.7 (Early Termination in case of Chartererâ€™s Event of Default) hereof.5.2.Â Â Â A Expiry Purchase of the Vessel(1)Â Â Â A Expiry Purchase:Â Â Â A If the Expiry Purchase is elected or deemed to have been elected, the Charterer shall purchase the Vessel on the Expiry Date in accordance with the following: -(a)Â Â Â A Expiry Purchase Price: on the Expiry Date the Charterer shall pay the Owner the sum of Five Million Twenty Five Thousand Dollars (USD5,025,000.00) (hereinafter called the Expiry Purchase Priceâ€¦), together with all other amounts whatsoever due to the Owner hereunder (including, but not limited to, the Charter Hire then due and payable), but the Consumable Stores shall be included without extra payment;(b)Â Â Â A Title Transfer:Â Â Â A upon payment by the Charterer of the Expiry Purchase PricePart II-P. 23together with all other amounts pursuant to the sub-paragraph (a) above, the Owner shall immediately discharge the Mortgage and all other security granted in connection with this Charter and transfer the title to the Vessel to the Charterer or its nominee in accordance with Clause 6.1 (Title Transfer) hereof;(2)Â Â Â A Termination: Upon (i) the full payment by the Charterer of the Expiry Purchase Price together with all other amounts pursuant to the sub-paragraph (a) above and (ii) the transfer of the title to the Vessel pursuant to the sub-paragraph (b) above, this Charter Party shall immediately terminate and each Party shall be released from any and all of its obligations and liabilities whatsoever to the other Party except for the Chartererâ€™s Liabilities Surviving Termination.5.3.Â Â Â A Expiry Redelivery of the Vessel(1)Â Â Â A Conditions for Expiry Redelivery: If the Expiry Redelivery of the Vessel is elected, the Charterer shall redeliver the Vessel to the Owner on the Expiry Date in accordance with Clause 6.2 (Redelivery of Vessel) hereof.(2)Â Â Â A Termination: Upon (i) the completion of the Expiry Redelivery of the Vessel pursuant to Clause 6.2 (Redelivery of Vessel) hereof, (ii) full payment by the Charterer of all other amounts whatsoever due to the Owner hereunder (including, but not limited to, the Charter Hire then due and payable) and (iii) full performance of Clause 6.2 (Redelivery of Vessel) hereof, then this Charter Party shall terminate and each Party shall be released from any and all of its obligations and liabilities whatsoever to the other Party except for the Chartererâ€™s Liabilities Surviving Termination.5.4.Â Â Â A Early Termination in case of Optional Purchase(1)Â Â Â A Optional Purchase: As long as no Chartererâ€™s Event of Default has occurred and is continuing, the Charterer is, at any time during the Optional Purchase Period, by giving a notice of election in writing to the Owner at least three (3) months prior to the date on which the Charterer wishes to purchase the Vessel in accordance with this paragraph (hereinafter called the Date Designated for the Optional Purchaseâ€¦), entitled to exercise the right of the optional purchase of the Vessel (hereinafter called the Optional Purchaseâ€¦) with such Optional Purchase taking place on the Date Designated for the Optional Purchase. If the Charterer elects the Optional Purchase, the Charterer shall purchase the Vessel on the Date Designated for the Optional Purchase (such date on which the Vessel shall be purchased by the Charterer hereinafter called the Optional Purchase Dateâ€¦) at the price set out in the column â€¦Optional Purchase Priceâ€¦ of the following schedule, the actual amount of which shall be calculated proportionally according to the day on which the Vessel is actually purchased based on the prices set out in the said schedule, (hereinafter called the Optional Purchase Priceâ€¦) provided that if the Optional Purchase Date is not a Business Day, the Optional Purchase Date shall be the next following Business Date: -NoReference DateOptional Purchase Price1the date falling 18 months after the Delivery DateUSD 7,250,000.002the date falling 24 months after the Delivery DateUSD 6,935,000.003the date falling 36 months after the Delivery DateUSD 6,300,000.004the date falling 48 months after the Delivery DateUSD 5,650,000.00Part II-P. 24(2)Â Â Â A Title Transfer: upon payment by the Charterer of the Optional Purchase Price together with all other amounts payable under this Charter Party, the Owner shall immediately discharge the Mortgage and all other security granted in connection with this Charter and transfer the title to the Vessel to the Charterer or its nominee in accordance with Clause 6.1 (Title Transfer) hereof;(3)Â Â Â A Early Termination: Upon (i) the full payment by the Charterer of the Optional Purchase Price together with all other amounts pursuant to the paragraph (1) above and (ii) the transfer of the title to the Vessel pursuant to the paragraph (2) above, this Charter Party shall immediately terminate and each Party shall be released from

(b) **1) A A Application of Insurance Moneys on partial loss:** In respect of partial losses, any payment by the Insurers shall be received and disposed of in accordance with the provisions of the Insurance Assignment.(c) **2) A A Re-Assignment of Insurance Money:** If the Total Loss Compensation is paid in full by the Charterer before the date on which the Insurance Money or Requisition Compensation is received by the Owner (or the Mortgagee as assignee), the Owner shall and shall procure that the Mortgagee shall immediately pay and re-assign the Insurance Moneys and/or Requisition Compensation to the Charterer, and in such case the Charterer shall be fully entitled to receive the Insurance Moneys and the Requisition Compensation.

(4) **3) A A Early Termination:** Upon payment of the Total Loss Compensation without delay either by the Charterer or out of the Insurance Moneys and the Requisition Compensation in accordance with paragraph (3) above, this Charter Party shall terminate, and each Party shall be released from any and all of its obligations and liabilities whatsoever to the other Party except for the Charterer's Liabilities Surviving Termination.5.6 **4) A A Early Termination in case of Unlawfulness or Illegality(1) A A A Payment of Stipulated Loss Value in case of Unlawfulness or Illegality:** If at any time itPart II-P. 26becomes unlawful for either Party to perform all or any of its obligations under this Charter Party, or if this Charter Party is not, or ceases to be, in full force and effect or becomes invalid or unenforceable in any respect, in each case to an extent or in a manner which has a Material Adverse Effect on or in relation to such Party, or by reason of any change in law or in its interpretation for either Party to maintain all or any material part of the Transaction contemplated by this Charter Party then either Party may give notice thereof to the other Party specifying in reasonable detail such change, request or requirement. In the event that a Party gives such notice to the other Party, the Charterer shall purchase the Vessel and the Charterer shall pay a purchase price equivalent to the Stipulated Loss Value then applicable as at the date of such notice, together with all other amounts due and payable to the Owner hereunder, within such period as the Charterer and the Owner may agree.(2) **5) A A Title Transfer:** Upon such payment of the relevant amount referred to in (1) above, the Owner shall procure that the Mortgagee immediately discharges the Mortgage and transfer the title to the Vessel to the Charterer or its nominee in the manner provided for in Clause6.1 (Title Transfer) hereof.

(3) **6) A A Early Termination:** Upon (i) payment of the amounts referred to in (1) above and (ii) the transfer of the title to the Vessel, this Charter Party shall terminate and each Party shall be released from any and all of its obligations and liabilities whatsoever to the other Party except for the Charterer's Liabilities Surviving Termination.5.7 **7) A A Early Termination in case of Charterer's Event of Default(1) A A A Charterer's Event of Default:** "Charterer's Event of Default" means any of the followingevents: -(a) **8) A A A Payment Default:** any Charter Hire or any the Charterer's other Indebtedness and obligations or any other amount due and payable by any Charterer Obligor under this Charter Party or the PLS Guarantee or any other Transaction Document to which such Charterer Obligor is a party is not paid within three (3) Business Days of the due date for payment thereof or within seven (7) Business Days of demand (if such amount falls due upon demand); or(b) **9) A A A Performance Default:** any Charterer Obligor does not comply with any material undertaking, covenants, obligation or other provision of this Charter Party, the PLS Guarantee or any other Transaction Document to which it is or will be a party or which default is not remedied within fourteen (14) Business Days after written notice of the Owner requesting remedial action; or(c) **10) A A A Condition Subsequent Default:** any of the conditions subsequent provided in Clause 3.4 (Documents as Condition Subsequent) hereof is not satisfied or performed by the relevant date for satisfaction of such condition subsequent or such other period as agreed between the Charterer and the Owner; or(d) **11) A A A Insurance Default:** (i) the Insurances of the Vessel are not placed and kept in force in the manner required under Clause 10.4 (Charterer's Covenants Concerning Insurances on Vessel) hereof and such failure is not remedied within ten (10) Business Days of the Owner giving notice to the Charterer or (ii) any Insurer or P&I Club or the Insurance Broker either cancels any Insurances or disclaims liability under them by reason of any mis-statement or failure or default by any person (other than thePart II-P. 27Part II-P. 28Owner), and such cancellation or disclaimer is not rectified to the satisfaction of the Owner within five (5) Business Days of such event or adequate new insurances shall be taken and maintained and the procedures for perfection of the securities under the Insurance Assignment in relation to such new insurances are completed within ten (10) Business Days of such event; or(e) **12) A A A Oil Pollution:** the Vessel or any Charterer Obligor is found to be liable for payment of damages due to oil pollution due to a breach of Environmental Laws, and the amount of the liabilities exceeds the amount of cover under the protection and indemnity insurance for such liabilities; or(f) **13) A A A Misrepresentation or Breach of Warranty:** any representation or statement made or deemed to be made by any Charterer Obligor in any Transaction Document to which it is a party or in any notice or other document, certificate or statement delivered by it pursuant thereto or in connection therewith is or proves to have been false or incorrect in any material respect and shall have resulted, or result in, a Material Adverse Effect unless the misrepresentation is remedied within ten (10) Business Days (or any longer reasonable period as the Owner and the Charterer may reasonably decide) of the Owner giving notice to the Charterer; or(g) **14) A A A Insolvency:** any Charterer Obligor becomes unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts; or(h) **15) A A A Insolvency Proceedings:** any corporate action, legal proceedings or other procedure or step is taken in relation to: -(i) **16) A A A suspension of payments,** a moratorium of all or more than 50% of Indebtedness, winding-up, dissolution, bankruptcy, rehabilitation, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Charterer Obligor; or(ii) appointment of a liquidator or trustee, receiver, administrator, judicial manager, administrative receiver, compulsory manager or other similar officer in respect of any Charterer Obligor, or any analogous procedure or step is taken in respect of any Charterer Obligor in any jurisdiction, but excluding any winding-up petition in respect of any Charterer Obligor (or analogous procedure or step) which is frivolous or vexatious and is discharged, stayed or dismissed within 60 days of commencement or, if earlier, the date on which it is advertised; or(i) **17) A A A Arrest of Vessel, Etc.:** the Vessel or any other ship owned or bareboat chartered by any of the Charterer Obligors is arrested by any person (which expression includes any lien or the owner of the Vessel or such ship or any charterer or any government or government agency or other person whosever) upon or taken by any person into custody by virtue of any attachment or execution against any of the Charterer Obligors or against the Vessel or seized by any governmental or other authority provided such arrest or relevant proceedings does not result from any default by the Owner under a Transaction Document and is not released from such arrest, attachment, execution or seizure within thirty (30) days (or such longer period as the Owner may agree acting reasonably); orPart II-P. 29(j) **18) A A A Cessation of Business, Etc.:** any Charterer Obligor suspends all or a material part of its business for more than 120 consecutive days or for more than 180 days in any 24- month period, or ceases to carry on all or a material part of its business, which event would reasonably be expected to cause a Material Adverse Effect; or(k) **19) A A A Material Adverse Change:** there occurs any circumstance or any material adverse change in the respective business, assets or financial condition of any Charterer Obligor from the existing ones at the date of this Charter Party which has a Material Adverse Effect; or(l) **20) A A A Repudiation of Transaction Document:** any Charterer Obligor repudiates a Transaction Document to which it is a party.(2) **21) A A A Owner's Powers as Consequences of Charterer's Event of Default(a) A A A Owner's Powers:** If any Charterer's Event of Default occurs and is continuing after the Delivery Date, the Owner may, by written notice to the Charterer, exercise any and all the following powers: -(i) **22) A A A to terminate this Charter Party;**(ii) **23) A A A to demand the Charterer to pay the Stipulated Loss Value,** together with all the sums that are due and payable by the Charterer to the Owner under this Charter Party;(iii) **24) A A A to demand the Charterer to redeliver the Vessel to the Owner and to retake the Vessel from the Charterer;** and(iv) **25) A A A to sell and otherwise dispose of the Vessel or any share therein to any person (including sale to its affiliate at a fair market value) whether before or after redelivery of the Vessel to the Owner,** provided the Owner first demands payment of the Stipulated Loss Value, together with all the sums that are due and payable by the Charterer to the Owner under this Charter Party, and the Charterer fails to pay within five (5) days of such demand.(b) **26) A A A Charterer's Indemnity:** The Charterer shall indemnify on demand the Owner and the Mortgagee from any and all liabilities and losses properly incurred by the Owner due to such termination or acceleration, including, without prejudice to the generality of the foregoing, the liability to pay all costs and expenses in recovering possession of the Vessel and in carrying out any works or modifications required to bring the Vessel up to the condition required by this Charter Party.

(c) **27) A A A Title Transfer:** In the event that the Owner shall have received the amounts in full referred to in sub-paragraph (a)(iii) above, the Owner shall procure that the Mortgagee immediately discharges the Mortgage and shall immediately transfer the ownership title to the Vessel to the Charterer or its nominee in accordance with Clause 6.1 (Title Transfer).(3) **28) A A A Sale of Vessel(a) A A A Net Sale Proceeds:** If the Owner exercises its power to sell the Vessel pursuant to sub-paragraph (a)(iv) of paragraph (2) above and without prejudice to and in additionPart II-P. 30to the Owner's right to retake the Vessel (and the Charterer's obligation to redeliver the Vessel to the Owner) and the Owner's other rights and remedies hereunder, the gross proceeds of sale shall be applied towards all such payments, disbursements, taxes, expenses and losses whatsoever (which amounts shall be supported by copies of the relevant vouchers) as may have been incurred by the Owner in, about or incidental to the repossession and sale of the Vessel and the discharge of any claims in respect of the Vessel which may have given or may give rise to any charge or lien on the Vessel or which may otherwise be enforceable by proceedings against the Vessel (such proceeds of sale after deduction of the aforesaid amounts being in this Clause referred to as the "Net Sale Proceeds").(b) **29) A A A Application of Net Sale Proceeds:** The Net Sale Proceeds shall be applied towards payment of the following amount in the following order of application: -FIRST, in payment of all costs, charges and expenses (including legal fees) incurred by the Owner in connection with the sale and exercise of their other rights under this Clause, to the extent not already satisfied pursuant to paragraph 5.7(3)(a) above;SECONDLY, in or towards payments to the Owner of a sum equal to the Stipulated Loss Value;THIRDLY, in payment of all other sums that are deemed payable by the Charterer to the Owner under this Charter Party; andFOURTHLY, in payment of any surplus to the Charterer.

(c) **30) A A A Payment of any shortfall:** If for any reason the Net Sale Proceeds are insufficient to satisfy the amounts referred to in FIRST, SECONDLY and THIRDLY of paragraph (b) above in full, then the Charterer shall pay the amount of such deficiency to the Owner. For the calculation of the foregoing amounts, any amount in any currency other than Dollars shall be converted into Dollars at a market exchange rate as of the date and time of such calculation.(4) **31) A A A Other Remedies(a) A A A Costs and Expenses:** In addition, the Charterer shall be liable for all legal fees and other costs and expenses properly incurred by the Owner, as a result of the occurrence of any Charterer's Event of Default or the exercise of the Owner's remedies with respect thereto.(b) **32) A A A Exercise of Other Rights:** The Owner may exercise any other right or remedy which may be available to it at law or in equity, or proceed by appropriate judicial or administrative action to enforce the terms hereof or to recover damages for the breach hereof and may rescind this Charter Party.(5) **33) A A A Early Termination:** Upon all the payments and performance of all obligations and completion of remedies granted under this Clause, this Charter Party shall terminate and each Party shall be released from any of its obligations and liabilities under this Charter Party except for the Charterer's Liabilities Surviving Termination.5.8 **4) A A Early Termination in case of Owner's Event of DefaultPart II-P. 31(1) A A A Owner's Event of Default:** "Owner's Event of Default" means any of the following events:(a) **5) A A A Performance Default:** the Owner does not comply with any undertaking, covenants, obligation or other provision of this Charter Party or any other Transaction Document to which it is or will be a party or which default has a Material Adverse Effect and is not remedied within ten (10) Business Days after written notice of the Charterer requesting remedial action; or(b) **6) A A A Misrepresentation or Breach of Warranty:** any representation or statement made or deemed to be made by the Owner in any Transaction Document to which it is a party or in any notice or other document, certificate or statement delivered by it pursuant thereto or in connection therewith is or proves to have been false or incorrect in any material respect and shall have resulted, or result in, a Material Adverse Effect unless the misrepresentation is remedied within ten (10) Business Days (or any longer reasonable period as the Owner and the Charterer may reasonably decide) of the Charterer giving notice to the Owner; or(c) **7) A A A Insolvency:** (i) the Owner becomes unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or (ii) a moratorium is declared in respect of all or more than 50% of Indebtedness of the Owner; or(d) **8) A A A Insolvency Proceeding:** any corporate action, legal proceedings or other procedure or step is taken in relation to: -(i) suspension of payments, a moratorium of all or more than 50% of Indebtedness, winding-up, dissolution, bankruptcy, rehabilitation, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Owner; or(ii) appointment of a liquidator or trustee, receiver, administrator, judicial manager, administrative receiver, compulsory manager or other similar officer in respect of the Owner, or any analogous procedure or step is taken in respect of the Owner in any jurisdiction, but excluding any winding-up petition in respect of the Owner (or analogous procedure or step) which is frivolous or vexatious and is discharged, stayed or dismissed within 60 days of commencement or, if earlier, the date on which it is advertised; or(e) **9) A A A Cessation of Business, Etc.:** the Owner suspends all or a material part of its business for more than 120 consecutive days or for more than 180 days in any 24 months period, or ceases to carry on all or a material part of its business, which event would reasonably be expected to cause a Material Adverse Effect; or(f) **10) A A A Repudiation of Transaction Document:** the Owner repudiates a Transaction Document to which it is a party; or(g) **11) A A A Material Adverse Change:** there occurs any circumstance or any material adverse change in the respective business, assets or financial condition of the Owner from the existing ones at the date of this Charter Party which has a Material Adverse Effect.(2) **12) A A A Charterer's Powers as Consequences of Owner's Event of DefaultPart II-P. 32(a) A A A Charterer's Powers:** If any Owner's Event of Default occurs and is continuing after the Delivery Date, the Charterer may, by written notice to the Owner, purchase the Vessel at a price equivalent to the Stipulated Loss Value applicable at the date of such notice and the Charterer shall make payment thereof together with other sums of money payable by the Charterer to the Owner hereunder.(b) **13) A A A Purchase of Vessel:** In the event that the Charterer exercises its right to purchase the Vessel pursuant to paragraph 2(a) above the Owner shall, upon payment by the Charterer of the amount pursuant to paragraph 2(a) above, immediately discharge the Mortgage and transfer the ownership title to the Vessel to the Charterer or its nominee in accordance with Clause 6.1 (Title Transfer) hereof.(c) **14) A A A Early Termination:** Upon payment by the Charterer of the amount pursuant to paragraph 2(a) above and the transfer of title of the Vessel pursuant to paragraph 2(b) above, this Charter Party shall terminate and each Party shall be released from any of its obligations and liabilities except for the Charterer's Liabilities Surviving Termination.6 **7) A A A TITLE TRANSFER AND REDELIVERY6.1 A A A Title Transfer(1) A A A Conditions on Transfer:** Upon the transfer of title to the Vessel from the Owner to the Charterer pursuant to Clause 5.2(1)(b) (Title Transfer), Clause 5.4(2) (Title Transfer), Clause 5.6(2) (Title Transfer) or Clause 5.7(2)(c) (Purchase of Vessel) hereof or any other relevant provision of this Charter Party, the following conditions shall be satisfied:-(a) **1) A A A Transfer date:** On the relevant transfer date of the Vessel by the Owner to the Charterer the ownership of the Vessel shall be transferred by the Owner to the Charterer providing that the relevant transfer date is a Business Day otherwise the transfer shall take place on the next Business Day.(b) **2) A A A Transfer documents:** The Owner shall obtain and provide the Charterer with such documents and take such actions as the Charterer may reasonably request to facilitate the sale, the de-registration of the Vessel from the ownership of the Owner and the re- registration of the Vessel in the ownership of the Charterer with the applicable registry.(c) **3) A A A Free from Mortgage:** The Owner shall transfer title to the Vessel free from the Mortgage and all other security granted in connection with this Charter and any other Owner Encumbrance and warrants that the Vessel at the time of transfer of ownership shall be free of the Mortgage and all other security granted in connection with this Charter and any other Owner Encumbrance which was created by the Owner and that they have not committed any act or omission which would impair title to the Vessel.(d) **4) A A A Bill of Sale:** The Owner shall furnish the Charterer with a bill of sale duly executed, notarized and legalised if required.(2) **5) A A A No Liability of Owner:** The transfer of the title to the Vessel referred to in the paragraph (1) above shall be made at the Charterer's expense and on an "as is" basis, and, the Owner shall not have any liability, whether express or implied, for seaworthiness, compliance with the specifications, merchantability, quality, condition, design, operation or fitness for use of thePart II-P. 33Part II-P. 34Vessel or non-existence of maritime or other liens (other than the Mortgage and any other Owner Encumbrance which was created by the Owner) on the Vessel or any other matters related to the Vessel, and the Charterer hereby waives all its rights and claims whatsoever against the Owner and howsoever arising in respect of the foregoing except where the same arises due to the reasons solely attributable to the Owner.6.2 **6) A A A Redelivery of Vessel(1) A A A Redelivery Place and Redelivery Date:** If the Charterer shall redeliver the Vessel to the Owner pursuant to Clause 5.1(1) (Charterer's Election on the Expiry Date) hereof or Clause 5.6(2) (Owner's Power) hereof, the Charterer shall redeliver the Vessel to the Owner at such safe and ice-free port as the Owner, acting reasonably in regard to the location of the Vessel, may nominate, failing which Redelivery the Owner (or its agent) may itself enter upon and repossess the Vessel, wherever found, whether upon the high seas or at any port, harbour or other place and irrespective of whether the Charterer, any sub-charterer or any other person may be in possession of the Vessel, and without prior demand and without legal process, and for that purpose the Owner or their agent may enter any dock, pier or other premises where the Vessel stays and may take possession thereof, without the Owner or their agent incurring any liability by reason of such retaking or otherwise.The Charterer warrants that it will not permit the Vessel to commence a voyage (including any preceding ballast voyage) which cannot reasonably be expected to be completed in time to allow redelivery of the Vessel within the Charter Period. Notwithstanding the above, should the Charterer fail to redeliver the Vessel within the Charter Period, the Charterer shall pay the daily equivalent to the rate of the Charter Hire calculated pursuant to the following formula or to the market rate, whichever is the higher, for the number of days by which the Charter Period is exceeded. All other terms, conditions and provisions of this Charter shall continue to apply.The daily rate for excess period =A A-30A= The amount equivalent to the Charter Hire applicable as of the Hire Payment Date immediately preceding to the Expiry Date or any other date of expiry of the Charter Period (as applicable)(2) **7) A A A Redelivery in Good Condition:** The

Vessel shall be redelivered by the Charterer to the Owner in good working order and seaworthy and merchantable condition in which it was at the time she was delivered to the Charterer on the Delivery Date except for ordinary wear and tear and subject to any modifications allowed pursuant to this Charter Party and with class maintained and free from any lien or mortgage (save for any Owner Encumbrance) with all required certificates and papers in full force. The Vessel shall be redelivered without cargo and any stores/spares/ROB shall be delivered without any extra cost. The Charterer shall redeliver all documents and certificates which the Vessel is by statute required to have in its possession for navigation or otherwise lawful operation.(3)A A A Passing 20th Class Survey: The Charterer shall have the Vessel pass the fifth (5th) survey and inspection by the Classification Society required to be carried out 20 years after construction under the rules of the Classification Society and, if repairs are required or recommended by the Classification Society, have the Vessel completely repaired, all at the Charterer's own expenses before the redelivery (regardless of whether such required date of inspection and repair will occur before or after such redelivery. Even if there will be aPart II-P. 35long period of time remaining from the date of redelivery until such required date of inspection and repair, the Charterer shall nonetheless satisfy this condition before the redelivery.(4)A A A Installation of Scrubber System: The Charterer shall purchase the Scrubber System, acquire the title thereto (free from any lien or power of any third party) (not lease nor purchase with the condition that the title thereto remain on any third party) and install the Scrubber System on board the Vessel and shall redeliver the Vessel in such good condition as required under Clause 6.2 (Redelivery of Vessel) hereof with such Scrubber System affixed on board the Vessel which shall, upon delivery of the Vessel, become the property of the Owner without any payment to the Charterer and without any right, claim or security interest of any third party, in respect of which the Charterer shall waive or shall be deemed to waive any of its rights, claims and interest in the Scrubber System.

(5)A A A Survey: In addition to (2) above, surveys shall be made by a surveyor nominated by the Owner and a surveyor nominated by the Charterer in order to determine the state and condition of the Vessel set out in above paragraph (2), unless the Owner waives such surveys. All costs occasioned by any such survey including the costs of the said surveyor appointed by the Owner shall be payable by the Owner and all costs occasioned by any such survey including the costs of the said surveyor appointed by the Charterer shall be payable by the Charterer. If it is found as a result of the surveys that the Vessel is not in the state and condition of the Vessel set out in above paragraph (2), the Charterer shall be liable to pay all the costs for repair and remedy of such situation and loss of time (only in case such redelivery takes place due to Charterer's Event of Default) suffered by the Owner during a period of repair.

(6)A A A Consumable Stores: All Consumable Stores remaining on board the Vessel as of Redelivery shall become the property of the Owner without any extra cost and delivered to the Owner together with the Vessel. For the avoidance of any doubt, when the Charterer purchases the Vessel pursuant to this Charter Party, no settlement shall be made in respect of those consumable stores..7A A A DEFAULT INTEREST, EXPENSES, FINANCIAL INDEMNITY AND RULES FOR PAYMENT7.1A A A Default InterestIf any Charter Hire or any other sum due and payable by the Charterer hereunder is not paid on the due date, the Charterer shall pay interest (hereinafter called the "Default Interest") calculated at the Default Interest Rate on the number of days actually elapsed from the day immediately following its due date until the full payment thereof, and on the basis of a year of 360 days.7.2A A A Expenses and Cost(1)A A A Expenses: Any fees, costs and expenses (including without limitation legal fees) incurred in connection with the transactions contemplated by this Charter Party and/or any other Transaction Documents to which a Charterer-Obligor is a party shall be for the Charterer's account. Without prejudice to the generality of the foregoing, the Charterer shall pay to the Owner the following expenses upon demand of the Owner: -(a)A A A Expenses for Documentation, Etc.: all costs, charges and expenses (including legal fees) incurred by the Owner including, but not limited to, the costs, charges andPart II-P. 36expenses incurred in connection with the negotiation, preparation, execution, translation, implementation, and registration of this Charter Party, the Insurance Assignment, the Memorandum of Agreement and the other Transaction Documents to which a Charterer-Obligor is a party or any amendment thereto or any other agreement or document to be entered into in connection with the enforcement, preservation or perfection of any of the Owner's rights under this Charter Party and the Transaction Documents to which a Charterer-Obligor is a party;(b)A A A Taxes and Duties: all court taxes, stamp, registration, filing or other taxes, duties or analogous fees or expenses (including any such duties or fees payable by the Owner, whether foreign taxes, including without limitation Foreign Maritime Entity costs at Marshall Islands (if applicable), and any other taxes or similar charges or otherwise) and penalty or interest with respect thereto which may be imposed by any law or any governmental or taxation authority (excluding in the nature of income taxes on the Owner in respect of the Charter Hire, Expiry Purchase Price or Optional Purchase Price) on or in connection with the execution, delivery, performance, admissibility in evidence or enforcement of, this Charter Party and the other Transaction Documents to which a Charterer-Obligor is a party or obtaining or enforcing any judgment or award given in respect thereof or otherwise in connection with the Owner, except to the extent already borne by the Charterer-Obligors;(c)A A A Goods and Services Tax: all goods and services, value added or other similar Taxes payable in respect of any amount payable by a Charterer-Obligor under any Transaction Document to the Owner (and any reference in any Transaction Document to that amount shall be deemed to exclude any such Taxes payable in addition to it);(d)A A A Bank Charges: any and all banking charges or fees, if any, incurred for remittance, transfer, lifting and/or other bank transaction in connection with any amounts disbursed or to be disbursed by the Owner hereunder or under any Transaction Document (except the Memorandum of Agreement) or paid or to be paid by the Charterer-Obligors to the Owner or otherwise to or collected by the Owner hereunder or under any other Transaction Document; and(e)A A A Other Costs for Protection of Owner's Interest: any and all other costs and expenses reasonably judged by the Owner to be necessary to protect, whether legally or practically, and/or enforce any of the Transaction Documents to which a Charterer-Obligor is a party or any right, power, remedy, mortgage, security or charge granted to the Owner or created in favour of the Owner hereunder or under any of the Insurance Assignment (including lawyer's fees and fees and costs payable to the courts).(2)A A A Mitigation: If circumstances arise which would, or would upon the giving of notice, result in:(a)A A A the Charterer being required to make an increased payment to the Owner pursuant to Clause 7.3(2) (No withholding); or(b)A A A the early termination of this Charter Party pursuant to Clause 5.6 (Early Termination in case of Illegality); orPart II-P. 37(c)A A A the Charterer being required to make a payment to the Owner to compensate the Owner for an increased cost pursuant to Clause 7.2 (Expenses and Cost), then, without in any way limiting, reducing or otherwise qualifying the obligations of the Charterer under such Clauses, the Owner shall endeavour to take such reasonable steps as may be open to it to mitigate or remove such circumstances unless to do so might (in its opinion) be prejudicial to it or be in conflict with its general policies or involve it in expense or an unreasonable increased administrative burden.(3)A A A Vessel Costs:A A A The Charterer shall bear, and reimburse the Owner for: -(a)A A A Costs for Maintenance of Vessel: all costs and out-of-pocket expenses (including legal fees and any Vessel registration costs and expenses) incurred in or in connection with the Insurances, the maintenance of the Vessel, creation, registration, enforcement and/or discharge of the Mortgage, the discharge of liens and Encumbrances on the Vessel (other than an Owner Encumbrance (save for the Mortgage)), the performance of the covenants under this Charter Party or otherwise in relation to the Vessel; and(b)A A A Vessel Disbursement: any and all of the sums of money which the Owner shall not be personally legally liable for, but the Owner shall (acting reasonably) have paid or agreed to pay or shall consider that it is necessary for the Owner to pay, for the purpose of discharge of the liabilities of the Charterer or the Vessel or for the purpose of avoidance of arrest of the Vessel or avoidance of any trouble to be caused by the Owner in the smooth protection and enforcement of the Owner's interest, powers and remedies hereunder or under any of the Transaction Documents or enforcement of any Transaction Document or any right, power, remedy, mortgage, security or charge granted to the Owner or created in favour of the Owner under any of the Transaction Documents.7.3A A A Rules for Payments(1)A A A Time and Method of Payment to Owner: Notwithstanding anything to the contrary contained in this Charter Party, but except as otherwise regulated by the Transaction Documents or by mutual agreement between the Owner and the Charterer, all payments by the Charterer to the Owner hereunder or under any of the Transaction Documents whether in respect of principal, interest or otherwise, shall be made as follows:-(a)A A A so that the Owner receives the same not later than 11:00 a.m. (Japan time) on the Business Day on which the relevant payment is due under this Charter Party or the relevant Transaction Documents;(b)A A A in the relevant currency in funds which are for same day settlement in such funds as shall for the time being be customary for the same day settlement of transactions of this nature; or in such currency as demanded by the Owner, in case of other payment; and(c)A A A to the Owner to the Hire Receiving Account or such other bank account from time to time designated in writing by the Owner.(2)A A A No withholding: All payments of Charter Hire and any other payments due under thisPart II-P. 38Charter Party shall be made free and clear of any withholding deduction or subject to clause 7.3(3) any FATCA Deductions for, on or account of, any present or future freight, stamp or other taxes, levies, imposts, duties fees, charges, restrictions or conditions of any nature. If the Charterer is required by any authority in any country to make any withholding or deduction from any such payment, the sum due from the Charterer in respect of such payment shall (subject to Clause 7.3(4)) be increased to the extent necessary to ensure that, after the making of such withholding or deduction the Owner receives a net sum equal to the amount which it would have received had no such deduction or withholding been required to be made. If after the Charterer makes a payment of an additional amount under this paragraph (2), the Owner receives a tax credit attributable to that payment of an additional amount, the Owner shall pay an amount to the Charterer that leaves the Owner in the same after-tax position as they would have been had such additional payment not been made to the Charterer.(3)A A A FATCA Deduction: If the Charterer is required to make any payment under this Bareboat Charter Party or any other Transaction Documents subject to a FATCA Deduction, the Charterer shall make that FATCA Deduction and any payment required in connection with that FATCA Deduction to the applicable authorities within the time allowed and in the minimum amount required by FATCA and, if the amount of payment from the Charterer to the Owner or its assignee becomes short of the amount set out, determined or calculated under this Bareboat Charter Party or such other Transaction Documents, the Charterer shall increase the amount of payment by the amount of shortage pursuant to Clause 7.3(2) hereof.(4)A A A FATCA Indemnity: The Charterer hereby indemnifies the Indemnified Persons and keeps the Indemnified Persons against any loss, damage, fine, penalty or other punishment suffered by or imposed on the Indemnified Persons due to a failure to comply with FATCA in connection with the Transactions by reason that any Obligor or any of its affiliates is a US Tax Obligor or for any other reason attributable to any Obligor or such affiliate.(5)A A A Payment on Business Day: If any payment payable by any Party to the other Party falls due on a day other than a Business Day, the former Party shall pay the same on the immediately following Business Day.

(6)A A A Calculation of Amount of Annual Nature: All interest (including without limitation the Floating Portion of Charter Hire), Default Interest and other payments hereunder of an annual nature shall accrue day by day and be calculated on the actual number of days elapsed and on the basis of a 360-day year.(7)A A A Disposal of Fraction: If the amount of the Fixed Portion of Charter Hire or the Floating Portion of Charter Hire or Default Interest or any other amount calculated hereunder contains a fraction of less than one-one hundredth of one Dollar (USD 0.01), such fraction shall be discarded.(8)A A A No Set Off: No set off shall be permitted between the Owner and any Charterer Obligor, unless the Owner and the Charterer mutually agree, except the following set off(a)A A A Permitted Set off by Owner: Only when a Charterer's Event of Default has occurred and is continuing, the Owner may set off any of its obligations owing to any Charterer Obligor against any obligations of the same or the other Charterer Obligor owing to the Owner, regardless of whether or not such Indebtedness has fallen due and payable. If those obligations are in different currencies, the Owner may convert either obligationPart II-P. 39to the same currency as the other at a market rate of exchange in its usual course of business.

(b)A A A Permitted Set off by Charterer Obligor: Only when an Owner's Event of Default has occurred and is continuing, any Charterer Obligor may set off any of its obligations owing to the Owner against any obligations of the Owner owing to such Charterer Obligor, regardless of whether or not such Indebtedness has fallen due and payable. If those obligations are in different currencies, such Charterer Obligor may convert either obligation to the same currency as the other at a market rate of exchange in its usual course of business.(9)A A A Security: As security for the full payment of any and all sums from time to time payable to the Owner under this Charter Party and the due performance of the obligations of the Charterer hereunder, the Charterer shall execute and deliver to the Owner (i) the PLS Guarantee and (ii) the Insurance Assignment.8A A A REPRESENTATIONS AND WARRANTIES8.1A A A Charterer's Representations and WarrantiesThe Charterer represents and warrants to the Owner as follows on the date of this Charter Party and at all times throughout the Charter Period: -(1)A A A Status, Authority Corporate Actions of the Charterer: the Charterer is a company duly organized, and registered, and validly existing under the laws of Marshall Islands and has full authority to do the Charterer's Activities and all necessary corporate and other actions and all necessary governmental or other official consents and authorities for the Charterer to do the Charterer's Activities have been taken or obtained and no further corporate or other action or governmental or other official consents or authorities are necessary for the Charterer to do the Charterer's Activities;(2)A A A Transaction Documents as Binding Obligations: each of the Transaction Documents to which the Charterer is or is to be a party constitutes, or will, upon due execution, constitute, the legal, valid and binding obligations of the Charterer enforceable against the Charterer in accordance with its terms (except as such enforcement may be limited by any relevant bankruptcy, insolvency, administration or similar laws affecting the Owner's rights generally);(3)A A A Government Approval: neither approval or permission of, nor submission of report to, the government of Marshall Islands or any other Government Entity is necessary for execution or performance by the Charterer of this Charter Party;(4)A A A No Contravention: the execution, delivery and performance by the Charterer of any of the Transaction Documents to which it is a party and all instruments or agreements required thereunder do not and would not contravene, violate or constitute a default under (i) any material provision of any constituent document of the Charterer (ii) any material provision of any agreement or other instrument to which the Charterer is a party or by which the Charterer or any of its assets is or may be bound, (iii) any material treaty, law or regulation applicable to the Charterer or (iv) any material judgment, injunction, order or decreePart II-P. 40binding upon the Charterer or any of its material assets, nor would the same result in the creation or imposition or any Encumbrance on any material asset of the Charterer;(5)A A A Litigation: there are no suits or legal, administrative or other actions, claims or proceedings current, pending or threatened against the Charterer or any of its assets in which there is a reasonable possibility of an adverse decision which would have a Material Adverse Effect;(6)A A A No Charterer's Event of Default: no Charterer's Event of Default has occurred and is continuing; and(7)A A A FATCA: neither the Charterer nor the Charter Guarantor is or is deemed to be a US Tax Obligor or a FATCA FFI; and(8)A A A No Sanction: neither the Charterer Obligor, nor its parent nor any of its parent or Subsidiaries nor any of its directors or officers (i) is a Restricted Party or (ii) has received notice of or is aware of any claim, action, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority.8.2A A A Owner's Representations and WarrantiesThe Owner represents and warrants to the Charterer as follows on the date of this Charter Party and at all times throughout the Charter Period: -(1)A A A Status, Authority Corporate Actions of the Owner: the Owner is a company duly organized, and registered, and validly existing under the laws of Liberia and has full authority to do the Owner's Activities and all necessary corporate and other actions and all necessary governmental or other official consents and authorities for the Owner to do the Owner's Activities have been taken or obtained and no further corporate or other action or governmental or other official consents or authorities are necessary for the Owner to do the Owner's Activities;(2)A A A Transaction Documents as Binding Obligations: each of the Transaction Documents to which the Owner is or is to be a party constitutes, or will, upon due execution, constitute, the legal, valid and binding obligations of the Owner enforceable against the Owner in accordance with its terms (except as such enforcement may be limited by any relevant bankruptcy, insolvency, administration or similar laws affecting the Charterer's rights generally);(3)A A A Government Approval: neither approval or permission of, nor submission of report to, the government of Liberia or any other Government Entity is necessary for execution or performance by the Owner of this Charter Party;(4)A A A No Contravention: the execution, delivery and performance by the Owner of this Charter Party and all instruments or agreements required thereunder do not and would not contravene, violate or constitute a default under (i) any material provision of any constituent document of the Owner (ii) any material provision of any agreement or other instrument to which the Owner is a party or by which the Owner or any of its assets is or may be bound, (iii) any material treaty, law or regulation applicable to the Owner or (iv) any material judgment, injunction, order or decree binding upon the Owner or any of its material assets, nor would the same result in the creation or imposition or any Encumbrance on any material asset of the Owner;Part II-P. 41(5)A A A Litigation: there are no suits or legal, administrative or other actions, claims or proceedings current, pending or threatened against the Owner or any of its assets in which there is a reasonable possibility of an adverse decision which would have a Material Adverse Effect;(6)A A A No Owner's Event of Default: no Owner's Event of Default has occurred and is continuing;(7)A A A No Sanction: neither the Owner, nor its parent nor any of its parent or Subsidiaries nor any of its directors or officers (i) is a Restricted Party or (ii) has received notice of or is aware of any claim, action, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority; and(8)A A A FATCA: neither the Owner nor the Mortgagee is or is deemed to be a US Tax Obligor or a FATCA FFI.9A A A GENERAL COVENANTS AND UNDERTAKINGS9.1A A A Charterer's Covenants and UndertakingsThe Charterer hereby covenants and undertakes with the Owner that: -(a)A A A Corporate Maintenance: it will maintain as a company organized and existing under the laws of Marshall Islands;(b)A A A Performance: it will duly perform and observe the terms of this Charter Party and the other Transaction Documents to which it is a party;(c)A A A Notice of Charterer's Event of Default: it will promptly inform the Owner forthwith upon becoming aware of the same, of the

occurrence of any Charterer's Event of Default (and the steps, if any, being taken to remedy it);(d) A Necessary Consents and Acts and Things: it will obtain every consent and do all other acts and things which may from time to time be necessary for the continued due performance of all its obligations hereunder and under the Transaction Documents to which it is a party; (e) A Financial Statement: it will deliver to the Owner one (1) copy of annual financial statements of each Charterer Obligor, as soon as available and, in any event, within 180 days after the end of each financial year of such Charterer Obligor;(f) A Compliance with laws: comply in all material respects with all laws to which it or its business is subject where failure to do so will have or is reasonably likely to have a Material Adverse Effect.(g) A No Permission of Change of Shareholder of Charterer: the Charterer will not permit or accept any change of the shareholders of the Charterer;(h) A No Merger: the Charterer will not consent to or enter into any amalgamation, de-merger, merger or reconstruction or take any other action to materially change the nature of its business without the prior written consent of the Owner (which consent shall not be unreasonably withheld);(i) A Negative Pledge: it will not create or permit to subsist any Encumbrance over all or any of Part II-P. 42its property or assets which are subject to an Encumbrance in favour of the Mortgagee pursuant to the Transaction Documents other than Permitted Encumbrance;9.2. A Owner's Covenants and UndertakingsThe Owner hereby covenants and undertakes with the Charterer that: -(a) A Corporate Maintenance: it will maintain its existence as a Liberian company and it will do or cause to be done all things necessary to preserve in full force its corporate existence, rights, franchises or authorities necessary for the conduct of its business;(b) A Performance: it will duly perform and observe the terms of this Charter Party and the other Transaction Documents to which it is a party;(c) A Notice of Owner's Event of Default and Other Information: it will promptly inform the Charterer forthwith upon becoming aware of the same, of the occurrence of any Owner's Event of Default (and the steps, if any, being taken to remedy it);(d) A Necessary Consents and Acts and Things: it will obtain every consent and do all other acts and things which may from time to time be necessary for the continued due performance of all its obligations hereunder and under the Transaction Documents to which it is a party;(e) A Financial Statements: it will deliver to the Charterer one (1) copy of the annual unaudited financial statements of the Owner, as soon as available and, in any event, within 180 days after the end of each of the Owner's financial years;(f) A Compliance with laws: comply in all material respects with all laws to which it or its business is subject where failure to do so will have or is reasonably likely to have a Material Adverse Effect.(g) A No Permission of Change of Shareholder of Owner: the Owner will not permit or accept any change of the shareholders of the Owner;(h) A No Merger: the Owner will not consent to or enter into any amalgamation, de-merger, merger or reconstruction or take any other action to materially change the nature of its business without the prior written consent of the Charterer (which consent shall not be unreasonably withheld);(i) A Negative Pledge: it will not create or permit to subsist any Encumbrance over all or any of its property or assets which are subject to an Encumbrance in favour of the Mortgagee pursuant to the Transaction Documents other than the Mortgage and the Insurance Assignment.(j) A No Other ship: it will not own any ship or interest in a ship other than the Vessel, regardless whether as the registered owner or beneficial owner under lease or conditional sale or otherwise and it will not manage or operate any vessel for its own account or for any other person.10. A COVENANTS CONCERNING VESSEL10.1. A Covenants Concerning Registration of VesselPart II-P. 43(1) A Owner's Covenants Concerning Registration: The Owner hereby covenants with the Charterer in relation to the name and registration of the Vessel that it will, promptly following receipt of the necessary documents from the Seller pursuant to the Memorandum of Agreement, provisionally and thereafter permanently, register and document the Vessel and its ownership title with the Liberian Maritime Authority;(2) A Charterer's Covenants Concerning Registration: The Charterer hereby covenants with the Owner in relation to the name and registration of the Vessel that: -(a) A Installation of Liberian Certificate: it will, promptly following issue by the Liberian Maritime Authority and receipt of the same from the Owner, install the provisional certificate of register or the permanent certificate of register issued by the Liberian Maritime Authority on board the Vessel;(b) A Payment of Annual Taxes: it will thereafter do all that may be necessary to maintain such documentation and registration in Liberia as referred to in (a) above in force other than as must be carried out or may only be carried out by the Owner, provided that any annual taxes, duties, expenses and fees and other expenses whatsoever for maintenance of such documentation and registration with the Liberian Maritime Authority as referred to in (a) above (including fees payable to lawyers) shall be borne and paid by the Charterer;(c) A No Jeopardizing Registration: it will, at all times during the Charter Period, maintain and not do anything which would jeopardize or impair the Owner's registration of the Vessel or the Owner's ownership title to the Vessel with the Liberian Maritime Authority; and(d) A Painting and House Flag: it, at its own expense, may paint the Vessel in its own colors, install and display its insignia and fly its own house flag. However, if the Charterer shall be obligated to redeliver the Vessel to the Owner, the Charterer shall restore the colors to the original colors, detach the installed or displayed insignia and take the house flag off from the Vessel.10.2. A Covenants Concerning Mortgage and Quiet Enjoyment(1) A Owner's Right to Mortgage: Subject to paragraph (2) below, the Owner shall be entitled to establish and register the Mortgage and the Bareboat Charter Assignment to secure its Indebtedness owing to the Mortgagee in relation to financing of a portion of the purchase price paid under the Memorandum of Agreement. Only if the Vessel is sold to the Charterer in the case of the Expiry Purchase or the Optional Purchase or in the case of occurrence of an Owner's Event of Default or if the Charterer purchases the Vessel pursuant to Clause 5.6(1) (Payment of Stipulated Loss Value in case of Unlawfulness or Illegality) hereof, the Owner shall be obligated to discharge or procure the discharge of the Mortgage and register such discharge with the Liberian Maritime Authority. The Charterer agrees to place any notice of Mortgage aboard the Vessel in the manner reasonably requested by the Owner. The Owner warrants that they have not effected any Encumbrance on the Vessel, its Insurances and Requisition Compensation other than the Mortgage and the Insurance Assignment.(2) A Quiet Enjoyment Agreement: As a condition of the Charterer's agreement to the grant of the Mortgage by the Owner, the Owner undertakes that it will procure that the MortgagePart II-P. 44executes the Quiet Enjoyment Agreement. The Mortgage and the other Transaction Documents to which the Mortgagee is a party shall not be enforced except as permitted pursuant to the Quiet Enjoyment Agreement in form and substance as agreed between the Mortgagee and Charterer.10.3. A Charterer's Covenants Concerning Management, Maintenance and Operation of VesselThe Charterer hereby agrees to comply with the following covenants in relation to the maintenance and operation of the Vessel: -(1) A Maintenance of Vessel in Good Condition: the Charterer will keep the Vessel in a good and efficient state of repair consistent with first class ownership and management practice, and maintain the Vessel's Class with the Classification Society and all necessary certificates. All time used for repairs and for repairs of latent defects, including any deviation, shall be for the Charterer's account. The technical management shall be carried out by the Manager.(2) A No Structural Change to Vessel. Etc.:(a) A In the event of any structural changes or new equipment becoming necessary for the continued operation of the Vessel by reason of new Class requirements or by compulsory legislation (including but not limited to Ballast Water Treatment Systems) (each a Required Modification), all such costs shall be for the Charterer's account. Notwithstanding the foregoing, the Charterer is allowed to make any Required Modification provided the cost of the same be for the Charterer's account.(b) A Subject to paragraph (a) above, the Charterer shall not make any structural changes in the Vessel or changes in the machinery, boilers or appurtenances thereof without in each instance first securing the Owner's approval, such approval not to be unreasonably withheld. If the Owner agrees to such changes, the Charterer shall, if the Owner so requires, restore the Vessel except following an Owner's Event of Default prior to Redelivery of the Vessel, to its former condition.(3) A Repairs: Subject to the provisions of any Transaction Document and the approval of the Owner, the Charterer shall effect all repairs, and undertake settlement of all miscellaneous expenses in connection with such repairs as well as all charges, expenses and liabilities. The Charterer shall remain responsible for and effect repairs and settlement of costs and expenses incurred thereby in respect of all repairs not covered by the insurances and/or not exceeding any deductibles provided for in the insurances. All time used under the provisions of this paragraph (3), including any deviation, shall be for the Charterer's account.(4) A Replacement of Parts or Equipment: the Charterer shall have the use of all outfit, equipment and spare parts on board the Vessel at the Delivery Date. The Charterer shall from time to time during the Charter Period replace such equipment that becomes unfit for use. The Charterer shall procure that all repairs to or replacement of any damaged, worn or last parts or equipment will be effected in such manner (both as regards workmanship and quality of materials, including spare parts) as not to diminish the value of the Vessel. The Charterers have the right to fit additional equipment at their expense and risk but the Charterer shall remove such equipment at the end of the Charter Period if requested by the Owner at the costs of the Charterer.(5) A Leased or Hired Equipment: any equipment including radio equipment on hire on the VesselPart II-P. 45at time of delivery shall be kept and maintained by the Charterer and the Charterer shall assume the obligations and liabilities of the Owner under any lease contracts in connection to any such leased equipment and shall reimburse the Owner for all expenses incurred in connection with such leased equipment, also for any new hired equipment required in order to comply with any regulations.(6) A Submission to Survey: the Charterer will regularly submit the Vessel to such periodical or other surveys as may be required for classification purposes and shall comply with all requirements and recommendations of the Classification Society by which the Vessel shall then be classed, and the Charterer will, upon request of the Owner, supply to the Owner copies of all survey reports issued in respect thereof.(7) A Dry Docking: the Charterer shall keep the Owner advised of the planned dry-docking of the Vessel, as reasonably required and the Charterer shall dry-dock the Vessel and clean and paint her underwater parts whenever the same may be necessary, but not less than once during every sixty (60) months after delivery or such other period as may be required by the Classification Society or the Liberian Maritime Authority.(8) A Compliance with ISM Code and ISPS Code: The Charterer shall comply in all material respects in relation to all matters concerning the manning, maintenance, servicing, repair, seaworthiness, condition, state, order, employment and operation of the Vessel with the ISM Code, the ISPS Code, all relevant laws and requirements of the Classification Society, the Liberian Maritime Authority and appropriate government agencies of any applicable jurisdiction, to which the Vessel may from time to time be subject, all applicable international conventions and all rules and regulations made under such international conventions, and without prejudice to the generality of the foregoing, the Charterer shall undertake: -(a) A Obtaining DOC, SMC, ISSC and CSR: to obtain and maintain in force at all times valid certificates evidencing compliance with the requirements of (8) above, including, without limitation, DOC, SMC, ISSC and CSR; (b) A Delivery of DOC, SMC, ISSC and CSR: to deliver to the Owner copies of DOC, SMC, ISSC and CSR in force promptly upon reasonable request of the Owner;(c) A Installation of DOC, SMC, ISSC and CSR: to keep or procure that there is kept on board the Vessel at all times an original or copy, as the ISM Code or the ISPS Code requires, of DOC, SMC, ISSC and CSR in force.(9) A Operation: The Charterer shall at their own expense and by their own procurement man, victual, navigate, operate, supply, fuel and, whenever required, repair the Vessel during the Charter Period and shall pay all costs and expenses whatsoever relating to their use and operation of the Vessel, including any taxes and fees.(10) A Lawful Trade: The vessel shall be employed in lawful trades for the carriage of lawful merchandise within the trading limited stipulated in Box 18 and not in any Restricted Trade Zone without previous consent of the Owner (for the avoidance of any doubt, such prior consent shall not prejudice the generality of the other covenants including but not limited to the covenant stipulated in paragraph (11) of Clause 10.3 below). Further, the Charterer shall not knowingly employ the Vessel otherwise than in conformity with the terms of the instruments of Insurance (including any warranties expressed or impliedPart II-P. 46therein) without first obtaining the consent to such employment of the Insurers and complying with such requirements as to extra premium or otherwise as the Insurers may prescribe. The Charterer will not do or permit to be done anything which might cause any breach or infringement of the laws and regulations of the laws and regulations of Liberia, nor do or permit to be done anything which might cause any breach or infringement of the laws and regulations of the places where the Vessel trades. Notwithstanding any other provisions contained in this Charter Party it is agreed that nuclear fuels or radioactive products or waste are specifically excluded from the cargo permitted to be loaded or carried under this Charter Party. This exclusion does not apply to radio-isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purposes provided the Owner's prior approval has been obtained prior to the loading of such. If reasonably requested, the Charterer shall advise the Owner of the intended employment of the Vessel.(11) A Sanctions: it will not use and operate the Vessel in connection with an activity which is subject to any sanction, restriction or embargo imposed by any Sanctions Authority nor will the Charterer knowingly use the Vessel in any trade to any places or any trade in carriage of any cargoes or trade for the (direct or indirect) benefit of any Restricted Party, or in any other manner that would result in the violation of any Sanctions applicable to the Owner or the Charterer.(12) A Prohibition of Sub-Bareboat Charter: The Charterer shall not sub-charter the Vessel by way of bareboat charter or permit the Vessel to be used in such arrangement as the possession and control of the Vessel is transferred to any party other than the Charterer or assign this Charter Party without the prior written consent of the Owner (such consent not to be unreasonably withheld or delayed). For the avoidance of doubt this Clause shall not apply to any time charter of the Vessel.(13) A Prohibition of Disposal & Negative Pledge: The Charterer will not suffer, nor permit to be continued any Encumbrance incurred by them or their agents, which might have priority over the title and interest of the Owner in the Vessel and its insurances and any Requisition Compensation other than a Permitted Encumbrance.(14) A Payment and Discharge of Liens: the Charterer will pay and discharge or contest in good faith any and all debts, damages and liabilities whatsoever which have given or may give rise to maritime or possessory liens on or claims enforceable against the Vessel or any other claims of any third party, and, in the event of arrest of the Vessel pursuant to legal process or in the event of her detention in the exercise or purported exercise of any such lien as aforesaid, use all reasonable endeavours to procure the release of the Vessel from such arrest or detention as soon as reasonably practicable after receiving notice thereof, but in no event later than twenty-one days thereafter or such a shorter period as required under local laws by providing bail or otherwise as the circumstances may require.(15) A Seamen as Servant of Charterer: the Charterer will procure that any and all Masters, Officers and other crew members (whether on board or ashore) of the Vessel shall be agent and servants of the Charterer for any purposes and in any respect whatsoever.(16) A Information concerning Vessel: the Charterer will promptly furnish to the Owner all such information as the Owner may from time to time reasonably request regarding the Vessel, her employment, position and engagements, particulars of all towages and salvages and (subject to any confidentiality obligations to third parties) copies of all charters and other contracts for her employment or otherwise howsoever concerning her. In addition, the Part II-P. 47Charterer shall keep the Owner advised of (i) the intended employment, (ii) planned dry-docking, (iii) any casualty to the Vessel which is or is likely to be a Total Loss or Major Casualty, (iv) major repairs of the Vessel as reasonably required by the Owner and (v) any arrest of the Vessel or the exercise or purported exercise of any lien on the Vessel or any requisition of the Vessel for title or hire. Further, if requested by the Owner, the Charterer shall add the Owner's email addresses to the noon reports to be submitted by the master of the Vessel on a daily basis and regularly hold meetings and exchange information (including by online meetings and email exchange) with the Owner.(17) A Granting Owner Right of Inspection: the Charterer will permit the Owner to at any time after giving reasonable notice to the Charterer (but so as not to interfere with the ordinary operation of the Vessel and subject to such persons signing a letter of indemnity in the usual form provided by the Vessel's P & I Club) to inspect the Vessel or instruct a duly authorized surveyor to carry out such inspection on their behalf to ascertain the condition of the Vessel and satisfy themselves that the Vessel is being properly repaired and maintained in accordance with this Charter Party. The costs and fees for such inspection shall be paid for by the Owner. The Charterer shall also permit the Owner to inspect the Vessel's log books whenever requested (but subject to reasonable prior notice and without interference with ordinary operation of the Vessel) and shall whenever required by the Owner furnish them with full information regarding any casualties or other accidents or damage to the Vessel.(18) A IDWAL Report: the Charterer shall submit the Vessel to such inspection carried out by Idwal Marine Services Limited of England (hereinafter called the IDWAL) for assessment of the conditions and value of the Vessel and furnish to the Owner a report of such inspection issued by IDWAL as soon as possible but before the Delivery Date.(19) A Poseidon Principles: The Charterer shall, upon request of the Owner or the Mortgagee, supply to the Mortgagee or such other organization designated by the Mortgagee on or before 31st August in each calendar year, all information necessary in order for the Mortgagee to comply with its obligations under the Poseidon Principles in respect of the preceding year, including, without limitation, all ship fuel oil consumption data required to be collected and reported in accordance with Regulation 22A of Annex VI and any Statement of Compliance, in each case relating to the Vessel for the preceding calendar year provided always that, for the avoidance of doubt, such information shall be Confidential Information for the purposes of Clause 12.4 hereof but the Charterer acknowledges that, in accordance with the Poseidon Principles, such information will form part of the information published regarding the Mortgagee's portfolio climate alignment.10.4. A Charterer's Covenants Concerning Insurances on VesselThe Charterer hereby agrees to comply with the following covenants in relation to the insurances of the Vessel: -(1) A Taking Out of Insurance: The Charterer shall keep the Vessel insured throughout the Charter Period at their own expense with such Insurer or Insurers as are acceptable to the Owner (acting reasonably) with deductibles reasonably acceptable to the Owner on the following conditions: -(a) A Hull and Machinery Insurance: Hull and Machinery Insurance in the joint names of Part II-P. 48the Charterer as the Assured and the Owner as the Co-Co-Assured for their respective interests, on the basis of the Institute Time Clauses (Hulls) (or on such other terms acceptable to the Owner);(b) A War Risks Insurance: an insurance (hereinafter called the War Risk Insurance) in the joint names of the Charterer as the Assured and the Owner as the Co-Assured for their respective interests (but without liability

on the part of the Owner for premiums, calls, release calls, contributions or other sums of money), against War Risks and being effected under the Institute of London Underwritersâ€™

â€œInstitute War and Strikes Clausesâ€ (or on such other terms acceptable to the Owner);(c)Ã A Ã A P & I Insurance: an insurance (hereinafter called â€œP & I Insuranceâ€) in the joint names of the Charterer as the Assured and the Owner as the Co-Assured with the P & I Club, which shall protect and indemnify the Owner, the Charterer, the Mortgagee and the Vessel against all P & I Risks including the relevant fraction not insured by the Hull and Machinery Insurance and including the coverage of oil pollution liability in an amount not to exceed the maximum amount available for the Vessel from time to time from its P&I Club (currently USD1,000,000,000); and(2)Ã A Ã A Conditions: The Insurers, the Insurance Brokers and the P & I Clubs shall be approved by the Owner (which approval shall not be unreasonably withheld). The proceeds of all Insurance shall be payable in Dollar only.(3)Ã A Ã A Minimum Insurance Value: The vessel shall be kept insured during each year of the Charter Period in respect of marine and War Risks on hull and machinery basis in US Dollars for not less than the following amount during the following period (the â€œMinimum Insurance Valueâ€): - Applicable PeriodMinimum Insurance Value1st year from the Delivery Date until the date immediately prior to the 1st DD AnniversaryUSD9,200,0002nd year from the 1st DD Anniversary until the date immediately prior to the 2nd DD AnniversaryUSD7,400,0003rd year from the 2nd DD Anniversary until the date immediately prior to the 3rd DD AnniversaryUSD7,820,0004th year from the 3rd DD Anniversary until the date immediately prior to the 4th DD AnniversaryUSD7,130,0005th year from the 4th DD Anniversary until the termination of this Charter PartyUSD6,440,000(4)Ã A Ã A Renewal: The Charterer shall (and the Owner may) at the expense of the Charterer renew or cause to be renewed all Insurance on or in respect of the Vessel before the relevant policies or contracts or certificates of entry expire so that the Insurance shall continuously be kept in effect throughout the Charter Period, and procure that the Insurer and the P & I Club shall promptly confirm in writing to the Owner as and when each such renewal has been effected.(5)Ã A Ã A Insurance Premium: The Charterer shall pay punctually all premiums, calls, contributions or other sums payable in respect of all such Insurance effected or renewed or caused to be effected or renewed by it.Part II-P.

49(6)Ã A Ã A Information of Insurance: Whenever any Insurance is taken out or effected or any underwriter arranged by the Insurance Broker is changed or any other material condition of the Insurance is changed, the Charterer shall promptly furnish the Owner with documentary evidence of the type of the Insurances, the Insurers or underwriters, the Insurance Broker, the new conditions of the Insurance, the insured amount.(7)Ã A Ã A Letters of Undertaking: The Charterer shall, following the Delivery Date or at any later date when the Owner reasonably considers necessary or appropriate, furnish the Owner a letter of undertaking from the Insurance Brokers and any protection and indemnity or war risks association in which the Vessel may from time to time be entered in such form as the Owner (or the Mortgagee as the case may be) may reasonably require having regard to the then current market practice and the practices prescribed by the Lloyds Insurance Brokers' Committees and/or any other professional association of which the Insurance Brokers are members. The letter of undertaking from the P & I Club shall be issued in its standard form.(8)Ã A Ã A Loss Payable Clause: The Charterer shall, in accordance with the provisions of the Insurance Assignment, procure that each policy of the Hull Insurance shall have the Loss Payable Clause in a form attached to the Insurance Assignment by which the Insurance Moneys payable under the Hull Insurance shall be payable to the Owner (or the Mortgagee as the case may be) in the case of a Total Loss for Insurance or if the Insurance Moneys for each one incident exceed USD 1,000,000.(9)Ã A Ã A Policies: The Charterer shall procure that copies of the policies, cover notes, entry certificates and such other instruments of Insurance as the Owner reasonably elect shall, throughout the Charter Period thereof, be delivered to the Owner or its nominee unless there is an Insurance Broker who exercises a lien on those instruments.(10)Ã A Ã A Disposal of Insurance Moneys: The Insurance Moneys shall be applied in accordance with the provisions of the Insurance Assignment and Clause 5.5.(11)Ã A Ã A No Alteration to Term of Any Insurance: The Charterer will not make or permit to be made any material alteration in any of the terms of any of the instruments of insurance referred to in the Clause 10.4(1)(a)(Hull and Machinery Insurance) hereof and Clause 10.4(1)(b)(War Risks Insurance) hereof (including any warranties expressed or implied therein) above and shall not make, do, consent or agree to any act or omission which would or might render any such instrument of the Insurances on the Vessel invalid, void, voidable or unenforceable or render any sum payable thereunder repayable in whole or in part.(12)Ã A Ã A Compliance with Insurance Requirements: The Charterer shall always disclose all the facts to the Insurers and the P&I Clubs and comply with all the requirements under the Insurance, regardless of whether or not failure of disclosure thereof or failure of compliance therewith shall entitle the Insurer or the P&I Club to cancel the Insurance or refuse or reduce payment of the Insurance Moneys.(13)Ã A Ã A Prohibition of Settlement or Compromise or Abandonment: The Charterer will not, without the prior written consent of the Owner, settle, compromise or abandon any claim under the Insurances on or in respect of the Vessel for an actual, constructive, compromised or arranged total loss of the Vessel or for a Major Casualty of the Vessel.10.5.Ã A Ã A Chartererâ€™s Covenants Concerning EnvironmentPart II-P. 50The Charterer hereby agrees to comply with the following covenants in relation to the Environment: -(1)Ã A Ã A Notice of Environmental Claim and Incident: The Charterer shall notify the Owner promptly upon the same coming to its knowledge by e-mail, of the occurrence of: -(a)Ã A Ã A any Environmental Claim against the Charterer or the Owner or the Vessel; or(b)Ã A Ã A any Environmental Incident in respect of the Vessel which may give rise to any Environmental Claim;which, in either case, could or might materially affect the interests of the Owner, and to keep the Owner advised in writing and in such detail as the Owner shall reasonably require of the nature of such Environmental Claim or Environmental Incident and the Chartererâ€™s proposed and actual response thereto.(2)Ã A Ã A Compliance with Environmental Laws: The Charterer shall comply in all material respects with all applicable Environmental Laws, and Environmental Permits including, without limitation, any requirements of such laws relating to manning and establishment of financial responsibility and obtain and comply with all required Environmental Permits, which relate to the Vessel or her operation or her storage of cargo. Especially, whenever the Vessel enters the United States Exclusive Economic Zone, the Charterer shall (a) comply with all regulations in force of the United States Oil Pollution Act of 1990 which apply to the Vessel including, if necessary, obtaining within the time limits set by the U.S. Coast Guard, a Certificate of Financial Responsibility and a copy of the Vesselâ€™s Certificate of Financial Responsibility(3)Ã A Ã A Oil Pollution Indemnity Action by Charterer: If there arises any oil pollution event or incident by or on or around the Vessel, the Charterer shall promptly take or cause the Manager of the Vessel to take all necessary actions and steps to prevent occurrence of any losses and/or damages to the Vessel and third partiesâ€™ lives and properties or occurrence of any violation of the MARPOL or domestic law or regulations adopting MARPOL as a result of which the Vessel is ordered not to leave by the coast guard or police or prosecutors or other judicial persons, and if any such losses and/or damages occur or any claim is made by any coast guard or police or prosecutors or other judicial persons for fine and other civil, criminal or administrative offence or made by any third party for liabilities against the Vessel or the Charterer or any of the Indemnified Persons, then the Charterer shall indemnify the Vessel and the Indemnified Persons against the aforesaid loss or damage or claim by way of settlement with such third parties or payments to them or otherwise, so that the Vessel and the Indemnified Persons will entirely be discharged and released from such claim and remedied in respect of such losses, damage and claims.10.6Ã A Ã A Chartererâ€™s Indemnity in relation to Vessel(1)Ã A Ã A Indemnity in relation to Encumbrances: If there shall be any Encumbrance whatsoever against the Vessel, the Insurance Moneys, the Requisition Compensations (other than an Owner Encumbrance) or there shall be any claim of whatsoever kind attached to or borne or to be borne by the Vessel or any other claim which the Owner shall bear or incur in connection with the Vessel unless such is incurred by the actions of the Owner which actions are not expressly or impliedly authorized by this Charter Party or any applicable law, the Charterer shall reimburse or pay the same to the Owner.Part II-P. 51(2)Ã A Ã A Indemnity in relation to the other matters concerning Vessel: The Charterer assumes responsibility for and shall from time to time on demand indemnify the Indemnified Persons and keep the Indemnified Persons indemnified from and against all actions, suits, civil or criminal proceedings, awards, damages, fines, penalties, judgments, costs, losses, expenses or liabilities whatsoever (including, but not limited to, any Strict Liability of the registered owner of ships under the Oil Pollution Laws) (collectively referred to in this Clause as â€œlossesâ€) which may be brought or made against or suffered or incurred by any Indemnified Person arising directly or indirectly out of the possession, delivery, operation, employment, insurance, repair, modification, overhaul, fueling, supplying, manning or use of or other thing done by, with, to, about or in connection with the Vessel or any part thereof or her Master or crew or agent or bills of lading or other instruments issued by her Master or crew or agent, whether or not the same are attributable to anything done or omitted by or on behalf of the Indemnified Persons and each such party, its Master, crew or servants, employees, agents or sub-contractors, or to any defect in the design, construction, performance, seaworthiness, condition, order, repair or fitness for use of the Vessel or any part thereof and whether or not the Vessel or any part thereof is or are, when the same are brought, made, suffered or incurred or the events giving rise to the same occur, in the possession or under the control of the Charterer.(3)Ã A Ã A Exclusion from indemnities: The Charterer shall not be obliged to indemnify the Owner under this Charter Party to the extent any losses are caused by the gross negligence or willful misconduct of the Owner or a breach by the Owner of its express obligations hereunder or by a breach by the Mortgagee of the Quiet Enjoyment Agreement.(4)Ã A Ã A Indemnities Surviving Termination: Except as otherwise provided in this Charter Party, the indemnities of the Charterer under this Clause 10.6 shall not extend to events occurring after the end of the Charter Period, but as to any event occurring before the end of the Charter Period shall continue in full force and effect notwithstanding the termination of the Charter Party for any reason.(5)Ã A Ã A Conduct of Claims: (a)Ã A Ã A The Owner will notify the Charterer as soon as they become aware of any claim against the Owner which may give rise to indemnification under this Clause 10.6. The Owner will not settle any claim or discharge any court judgments in respect of any claim unless it has first negotiated with the Charterer in good faith for a reasonable period of time provided that the Owner may settle any claim or discharge any court judgment after giving notice to Charterer if failure to do so would give rise to substantial losses or damages for, or reputational damage to, the Owner.(b)Ã A Ã A The Owner will not, and Charterer will, be responsible for the conduct of any claim or potential claim that may give rise to an indemnity liability of the Charterer under this Clause 10.6 and the Charterer may be entitled (at their own cost and expense) to take such actions as may reasonably deem fit to defend or avoid liability under any such claim or take action against any third party in respect of liability under any such claim, provided that the Charterer shall give the prior notice of such intended actions and subsequent notice of consequence thereof to the Owner.11.Ã A Ã A MISCELLANEOUS11.1.Ã A Ã A SalvagePart II-P. 52All salvage and towage performed by the Vessel shall be for the Chartererâ€™s benefit and the cost of repairing damage occasioned thereby shall be borne by the Charterer.11.2.Ã A Ã A Wreck RemovalIf the Vessel becomes a wreck, or any part of the Vessel is lost or abandoned, and is an obstruction to navigation or poses a hazard and has to be raised, removed, destroyed marked or lit by order of any lawful authority having jurisdiction over the area or as a result of any applicable law, the Charterer shall be liable for any and all expenses in connection with the raising, removal, destruction, lighting or marking of the Vessel and shall indemnify the Owner against any sums whatsoever, which the Owner becomes liable to pay as a consequence.11.3.Ã A Ã A General AverageThe Owner shall not contribute to General Average.11.4.Ã A Ã A Contracts of CarriageThe Charterer is to procure that all documents issued during the Charter Period evidencing the terms and conditions agreed in respect of carriage of goods shall contain a paramount clause incorporating any legislation relating to carrierâ€™s liability for cargo compulsorily applicable in the trade; if no such legislation exists, the documents shall incorporate the Hague-Visby Rules. The documents shall also contain the New Jason Clause and the Both-to-Blame Collision Clause.12.Ã A Ã A GENERAL PROVISION12.1.Ã A Ã A Assignment, novation, sub-charter and sale(1)Ã A Ã A Binding and Benefit: This Charter Party shall be binding upon, and ensure to the benefit of, the Owner, the Charterer, and their respective successors and assigns (assignees). (2)Ã A Ã A Assignment by Charterer:(a)Ã A Ã A Except as permitted by sub-paragraph (b) below, the Charterer shall not transfer or assign all or any of its rights, power, discretion, benefits and obligations under this Charter Party to any person without the Ownerâ€™s prior written consent.(b)Ã A Ã A If, as a result of a change in law relating specifically to the circumstances of the Charterer and/or the Owner after the date of this Charter Party there would be material adverse economic consequences to the Charterer of continuing to perform their obligations under this Charter Party the Charterer shall have the option, to novate this Charter Party to any member of the Charterer group with prior consent of the Owner (which shall not unreasonably withheld) provided always that, notwithstanding such novation, this Charter Party would continue on identical terms (save for logical, consequential or mutually agreed amendments) and PLS shall remain liable under the PLS Guarantee for performance of all obligations by such member of the Charterer group pursuant to this Charter Party after such novation.The Charterer agrees and undertake to enter into (and procure that such member of the Charterer group PLS enter into) or deliver to the Owner any such documents as the Owner (at its sole discretion) shall require in connection with such novation, includingPart II-P. 53but not limited to such additional security documents and legal opinions as the Owner may reasonably require. Any documented costs or expenses whatsoever (including but not limited to legal costs) arising in relation to such novation and any conditions imposed by the Owner in giving their consent shall be borne by the Charterer(3)Ã A Ã A Assignment and sale by Owner: The Owner may not, without the Chartererâ€™s prior written consent, transfer or assign all or any of its rights, power, discretion, benefits and obligations under this Charter Party, together with or separately from the title to the Vessel other than to the Mortgagee by way of security (for the avoidance of any doubt, the Owner is entitled to execute the Bareboat Charter Assignment in favour of the Mortgagee). The Owner shall not sell the Vessel during the Charter Period except with the prior written consent of the Charterer, such consent the Charterer shall be at full liberty to withhold12.2.Ã A Ã A Applicable Law and arbitration(1)Ã A Ã A Applicable Law: This Charter Party and any non-contractual obligations arising out of or in connection with this Charter Party shall be governed by and construed in all respects in accordance with the laws of England.(2)Ã A Ã A Arbitration: Any dispute arising out of or in connection with this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint within fourteen (14) days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the party referring to a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The aware of a sole arbitrator shall be binding on both Parties as if the solar arbitrator had been appointed by agreements.In cases where neither the claim nor any counterclaim exceeds the sum of USD100,000 the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.12.3.Ã A Ã A Notice(1)Ã A Ã A Means of Notice:Ã A Ã A Every notice or demand under this Charter Party shall be in writing but may be given or made by letter or facsimile or email.(2)Ã A Ã A Address of Parties (a)Ã A Ã A To Owner:Ã A Ã A Notices or demands to the Owner shall be sent to: - Part II-P. 54NMB JASMIN LTD/c/o NIPPON MARITIME BANK CO., LTD.3rd Floor No.2 Nakamura Bldg., 2-9-5, Shinkawa, Chuo-ku, Tokyo, 104-0033, Japan Telefax:Ã A Ã A +81-3-6222-9671Telephone:Ã A Ã A +81-3-6262-8683 Email:Ã A Ã A a broking@nmb.co.jp(b)Ã A Ã A To Charterer:Ã A Ã A Notices or demands to the Charterer shall be sent to: -BULK FRIENDSHIP CORP./c/o Pangaea Logistics Solutions Ltdat 3rd Floor, Par la Ville Place, 14 Par la Ville Road, Hamilton HM08 Bermuda Telephone:Ã A Ã A +1-401-846-7790Email:Ã A Ã A gdelignore@pangaeals.com Attention:Ã A Ã A Mr. Gianni Del SignoreAny Party may change its address for purpose hereof by notice in writing to the other Party.(3)Ã A Ã A Deemed Arrival of Notices: Every notice or demand shall, except so far as otherwise expressly provided by this Charter Party, be deemed to have been received, in the case of a facsimile or email, at the time of dispatch thereof (provided that, if the date of dispatch is not a Business Day in the country of the Party to whom such notice or demand is sent, it shall be deemed to have been received on the next following Business Day in the country of the addressee) and, in the case of a letter, upon actual receipt by the addressee.(4)Ã A Ã A English language(a)Ã A Ã A Any notice given under or in connection with any Transaction Document shall be in English.(b)Ã A Ã A All other documents provided under or in connection with any Transaction Document shall be:(i)Ã A Ã A in English; or(ii)Ã A Ã A if not in English, and if so, required by the Owner, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.12.4.Ã A Ã A Confidentiality(1)Ã A Ã A Confidentiality: Subject to paragraph (2) below, this Charter Party, the Transactions, the context thereof and all information obtained by each Party through the Transactions shall be kept secret and confidential and shall not be disclosed to any third party without the previous consent of the other Party (such consent not to be unreasonably withheld or delayed) except for those already known to such third party and for those required by the government, any stock exchange or other authority (governmental, regulatory, supervisory or court of competent jurisdiction) (each a â€œRelevant Authorityâ€) to be disclosed to them, provided that any disclosure shall, so far as is practicable, be made after consultation with the other Party and after taking into account its reasonable requirements regarding the content, timing and manner of despatch of the disclosure in question.Part II-P. 55(2)Ã A Ã A Exceptions:Each Party hereby authorizes the other to disclose any information referred to in paragraph(1) above if and to the extent that: -(i)Ã A Ã A disclosure is made to any Relevant Authority or taxation authority to which the Party making the disclosure is subject, whether or not such requirement has the force of law;(ii)Ã A Ã A disclosure is required by the law of any relevant jurisdiction;(iii)Ã A Ã A disclosure is made to the Mortgagee or any other Charterer Obligor;(iv)Ã A Ã A disclosure is made to its affiliates, auditors, officers or

employees provided that any such person is first informed of the confidential nature of the information and such person acts in accordance with the provisions of this Clause 12.4 as if it were a party hereto; or(v)A A A the information has come into the public domain through no fault of that Party or the other Party has given prior written approval to the disclosure.12.5.A A A "Know your customer" checksThe Charterer shall, and shall cause PLS to, promptly upon the request of the Owner supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Owner in order for the Owner to conduct any "know your customer" or other similar procedures under applicable laws and regulations.12.6.A A A Personal Data Protection(a)A A A The Charterer acknowledges and accepts that the Owner collects, uses, discloses and processes personal data relating to individuals representing the Charterer which includes without limitation the Charterer's authorized signers, directors, beneficial owners and certain shareholders (â€œCharterer's Representativesâ€). The information of the Charterer's Representatives is collected for customer due diligence and all forms of evaluative purposes as required under current and future banking laws and regulations and to meet the business needs of the Owner.(b)A A A Without prejudice to and in addition to the other provisions of this Charter Party, the Charterer hereby irrevocably and unconditionally represents, warrants and undertakes to the Owner that:(i)A A A the Charterer is legally entitled to provide to the Owner the personal data of the Charterer's Representatives for the Ownerâ€™s purposes as described above and where required, to disclose the data to the Relevant Authorities or other relevant parties engaged in the Ownerâ€™s management and processing of the data, including the Ownerâ€™s head office, other branches, related companies, outsourced data processing partners and other technical or professional consultants;(ii)A A A the Charterer certifies that the personal data provided are true, complete and accurate in all aspects and the Charterer will notify the Owner promptly when there is any change in the data; andPart II-P. 56(iii)A A A the representations, warranties and undertakings will be true, accurate and subsist throughout the continuance of this Charter Party with reference to the facts and circumstances then subsisting.The parties have caused this Charter Party to be executed by their authorized representatives on this A A A day of September, 2024NMB JASMINE LTDBULK FRIENDSHIP CORP.Name Masashi HirutaNameTitleA A A DirectorTitlePart II-P. 58SCHEDULE (A) FORM OF PROTOCOL OF DELIVERY AND ACCEPTANCEThis PROTOCOL OF DELIVERY AND ACCEPTANCE is made as of A A A, 2024, BETWEEN:(a)A A A NMB JASMINE LTD (the â€œOwnerâ€);(b)A A A BULK FRIENDSHIP CORP. (the â€œChartererâ€).WHEREAS:By a bareboat charter dated, A A A A 2024 (the â€œCharterâ€) made between the Owner and the Charterer, the Owner agreed to let, the Charterer agreed to hire one (1) A A A A MTDW bulk carrier presently documented in Panama (to be re-registered in Liberia) in her name â€œBULK FRIENDSHIPâ€ (the â€œVesselâ€).NOW IT IS HEREBY RECORDED AS FOLLOWS:1.A A A The Owner delivered the Vessel to the Charterer and the Charterer accepted delivery of the Vessel in accordance with the provisions of the Charter on this A A A, 2024 at A A A hours (Japan time).2.A A A The Charterer acknowledges that it has unconditionally accepted the Vessel under the Charter without any reservation whatsoever and that it shall not make any claims against the Owner in respect of any condition, representation or warranty, whether express or implied (statutory or otherwise) in relation to the Vesselâ€™s seaworthiness, performance or specification or any defect in the Vessel, or in respect of any delay in delivery or otherwise howsoever other than those arising due to the reasons attributable to the Owner.NMB JASMINE LTDBULK FRIENDSHIP CORP.NameNameTitleDirectorTitlePart II-P. 58SCHEDULE (B) STIPULATED LOSS VALUE TABULATIONFromUntilStipulated LossValue1Delivery Date1 month after Delivery Date\$8,160,00021 month after Delivery Date2 month after Delivery Date\$8,117,5000332 month after Delivery Date3 month after Delivery Date\$8,075,000043 month after Delivery Date4 month after Delivery Date\$8,032,500054 month after Delivery Date5 month after Delivery Date\$7,990,000065 month after Delivery Date6 month after Delivery Date\$7,947,500076 month after Delivery Date7 month after Delivery Date\$7,905,0000087 month after Delivery Date8 month after Delivery Date\$7,862,5000098 month after Delivery Date9 month after Delivery Date\$7,820,0000109 month after Delivery Date10 month after Delivery Date\$7,777,50001110 month after Delivery Date11 month after Delivery Date\$7,735,00001211 month 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Delivery Date26 month after Delivery Date\$7,019,725002726 month after Delivery Date27 month after Delivery Date\$6,965,750002827 month after Delivery Date28 month after Delivery Date\$6,911,775002928 month after Delivery Date29 month after Delivery Date\$6,857,800003029 month after Delivery Date30 month after Delivery Date\$6,803,825003130 month after Delivery Date31 month after Delivery Date\$6,749,850003231 month after Delivery Date32 month after Delivery Date\$6,695,875003332 month after Delivery Date33 month after Delivery Date\$6,641,900003433 month after Delivery Date34 month after Delivery Date\$6,587,925003534 month after Delivery Date35 month after Delivery Date\$6,533,950003635 month after Delivery Date36 month after Delivery Date\$6,479,975003736 month after Delivery Date37 month after Delivery Date\$6,426,000003837 month after Delivery Date38 month after Delivery Date\$6,370,75000Part II-P. 593938 month after Delivery Date39 month after Delivery Date\$6,315,500004039 month 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month after Delivery Date54 month after Delivery Date\$5,497,375005554 month after Delivery Date55 month after Delivery Date\$5,444,250005655 month after Delivery Date56 month after Delivery Date\$5,391,125005756 month after Delivery Date57 month after Delivery Date\$5,338,000005857 month after Delivery Date58 month after Delivery Date\$5,284,875005958 month after Delivery Date59 month after Delivery Date\$5,231,750006059 month after Delivery Date60 month after Delivery Date\$5,178,62500Part II-P. 61 EX-31.1 7 a09302024-ex311.htm EX-31.1 CERTIFICATION OF CEO PURSUANT TO SECTION 302 DocumentExhibit 31.1A CERTIFICATION OF CHIEF EXECUTIVE OFFICERÂ PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002Â I, Mark L. Filanowski, certify that:Â I have reviewed this quarterly report on Form 10-Q of Pangaea Logistics Solutions Ltd.;2Based 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;3Based 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;4The registrantâ€™s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(f)) 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 that has materially affected, or is reasonably likely to materially affect, the registrantâ€™s internal control over financial reporting; and5The registrantâ€™s other certifying officer 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 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:November 12, 2024/s/ Mark L. FilanowskiMark L. FilanowskiÂ Chief Executive OfficerÂ (Principal Executive Officer) EX-31.2 8 a09302024-ex312.htm EX-31.2 CERTIFICATION OF CFO PURSUANT TO SECTION 302 DocumentExhibit 31.2A CERTIFICATION OF CHIEF FINANCIAL OFFICERÂ PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002Â I, Gianni Del Signore, certify that:Â I have reviewed this quarterly report on Form 10-Q of Pangaea Logistics Solutions Ltd.;2Based 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;3Based 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;4The registrantâ€™s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(f)) 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 that has materially affected, or is reasonably likely to materially affect, the registrantâ€™s internal control over financial reporting; and5The registrantâ€™s other certifying officer 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 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:November 12, 2024/s/ Gianni Del SignoreÂ Gianni Del SignoreÂ Chief Financial OfficerÂ (Principal Financial Officer) EX-32.1 9 a09302024-ex321.htm EX-32.1 CERTIFICATION OF CEO PURSUANT TO SECTION 906 DocumentExhibit 32.1A CERTIFICATION PURSUANT TO18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TOSECTION 906 OF THE SARBANES-OXLEY ACT OF 2002Â In connection with the Quarterly Report of Pangaea Logistics Solutions Ltd. (the â€œCompanyâ€) on Form 10-Q for the quarter ended September 30, 2024, as filed with the Securities and Exchange Commission on the date hereof (the â€œReportâ€), I, Mark L. Filanowski, Interim Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:Â 1The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; andÂ 2The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.Date:November 12, 2024/s/ Mark L. FilanowskiÂ Mark L. FilanowskiÂ Chief Executive OfficerÂ (Principal Executive Officer) EX-32.2 10 a09302024-ex322.htm EX-32.2 CERTIFICATION OF CFO PURSUANT TO SECTION 906 DocumentExhibit 32.2A CERTIFICATION PURSUANT TO18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TOSECTION 906 OF THE SARBANES-OXLEY ACT OF 2002Â In connection with the Quarterly Report of Pangaea Logistics Solutions Ltd. (the â€œCompanyâ€) on Form 10-Q for the quarter ended September 30, 2024, as filed with the Securities and Exchange Commission on the date hereof (the â€œReportâ€), I, Gianni DelSignore, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:Â 1The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; andÂ 2The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.Date:November 12, 2024/s/ Gianni Del SignoreÂ Gianni Del SignoreÂ Chief Financial OfficerÂ (Principal Financial Officer) EX-101.SCH 11 panl-20240930.xsd XBRL TAXONOMY EXTENSION SCHEMA DOCUMENT 0000001 - Document - Document And Entity Information link:presentationLink link:calculationLink link:definitionLink 9952151 - Statement - Consolidated Balance Sheets link:presentationLink link:calculationLink link:definitionLink 9952152 - Statement - Consolidated Balance Sheets (Parenthetical) link:presentationLink link:calculationLink link:definitionLink 9952153 - Statement - Consolidated Statements of Income link:presentationLink link:calculationLink link:definitionLink 9952154 - Statement - Consolidated Statements of Stockholders' Equity link:presentationLink link:calculationLink link:definitionLink 9952155 - Statement - Consolidated Statements of Cash Flows link:presentationLink link:calculationLink link:definitionLink 9952156 - Disclosure - General Information and Recent Events link:presentationLink link:calculationLink link:definitionLink 9952157 - Disclosure - Basis of Presentation and Significant Accounting Policies link:presentationLink link:calculationLink link:definitionLink 9952158 - Disclosure - Cash and Cash Equivalents link:presentationLink link:calculationLink link:definitionLink 9952159 - Disclosure - Fixed Assets link:presentationLink link:calculationLink link:definitionLink 9952160 - Disclosure - Debt link:presentationLink link:calculationLink link:definitionLink 9952161 - Disclosure - Finance Leases link:presentationLink link:calculationLink link:definitionLink 9952162 - Disclosure - Derivative Instruments and Fair Value Measurements link:presentationLink link:calculationLink link:definitionLink 9952163 - Disclosure - Related Party Transactions link:presentationLink link:calculationLink link:definitionLink 9952164 - Disclosure - Commitments and Contingencies link:presentationLink link:calculationLink link:definitionLink 9952165 - Disclosure - Other Long-Term Liabilities link:presentationLink link:calculationLink link:definitionLink 9952166 - Disclosure - Earnings Per Share link:presentationLink link:calculationLink link:definitionLink 9952167 - Disclosure - Subsequent Events link:presentationLink link:calculationLink link:definitionLink 9952168 - Disclosure - Business Combinations and Asset Acquisitions link:presentationLink link:calculationLink link:definitionLink 9954471 - Disclosure - Basis of Presentation and Significant Accounting Policies (Policies) link:presentationLink link:calculationLink link:definitionLink 9954472 - Disclosure - Basis of Presentation and Significant Accounting Policies (Tables) link:presentationLink link:calculationLink link:definitionLink 9954473 - Disclosure - Cash and Cash Equivalents (Tables) link:presentationLink link:calculationLink link:definitionLink 9954474 - Disclosure - Fixed Assets (Tables) link:presentationLink link:calculationLink link:definitionLink 9954475 - Disclosure - Debt (Tables) link:presentationLink link:calculationLink link:definitionLink 9954476 - Disclosure - Finance Leases (Tables) link:presentationLink link:calculationLink link:definitionLink 9954477 - Disclosure - Derivative Instruments and Fair Value Measurements (Tables) link:presentationLink link:calculationLink link:definitionLink 9954478 - Disclosure - Related Party Transactions (Tables) link:presentationLink link:calculationLink link:definitionLink 9954479 - Disclosure - Commitments and Contingencies (Tables) link:presentationLink link:calculationLink link:definitionLink 9954480 - Disclosure - Business Combinations and Asset Acquisitions (Tables) link:presentationLink link:calculationLink link:definitionLink 9954481 - Disclosure - General Information and Recent Events (Details) link:presentationLink link:calculationLink link:definitionLink 9954482 - Disclosure - Basis of Presentation and Significant Accounting Policies - Advance Hire, Prepaid Expenses and Other Current Assets (Details) link:presentationLink link:calculationLink link:definitionLink 9954483 - Disclosure - Basis of Presentation and Significant Accounting Policies - Schedule of Accounts Payable and Accrued Liabilities (Details) link:presentationLink link:calculationLink link:definitionLink 9954484 - Disclosure - Basis of Presentation and Significant Accounting - Other Non-current Assets (Details) link:presentationLink link:calculationLink link:definitionLink 9954485 - Disclosure - Basis of Presentation and Significant Accounting Policies - Additional Information (Details) link:presentationLink link:calculationLink link:definitionLink 9954486 - Disclosure - Cash and Cash Equivalents (Details) link:presentationLink link:calculationLink link:definitionLink 9954487 - Disclosure - Fixed Assets (Details) link:presentationLink link:calculationLink link:definitionLink 9954488 - Disclosure - Debt - Schedule of Debt

(Details) link:presentationLink link:calculationLink link:definitionLink 9954488 - Disclosure - Debt - Schedule of Debt (Details) link:presentationLink link:calculationLink link:definitionLink 9954489 - Disclosure - Debt - Future Minimum Annual Payments (Details) link:presentationLink link:calculationLink link:definitionLink 9954490 - Disclosure - Finance Leases - Schedule Of Finance Leases (Details) link:presentationLink link:calculationLink link:definitionLink 9954491 - Disclosure - Finance Leases - Schedule of Future Minimum Lease Payments for Leases (Details) link:presentationLink link:calculationLink link:definitionLink 9954492 - Disclosure - Derivative Instruments and Fair Value Measurements - Schedule of Derivative Instruments (Details) link:presentationLink link:calculationLink link:definitionLink 9954493 - Disclosure - Derivative Instruments and Fair Value Measurements - Unrealized Gain (Loss) on Derivative Instruments (Details) link:presentationLink link:calculationLink link:definitionLink 9954494 - Disclosure - Related Party Transactions - Amounts and Notes Payable to Related Parties (Details) link:presentationLink link:calculationLink link:definitionLink 9954495 - Disclosure - Related Party Transactions - Additional Information (Details) link:presentationLink link:calculationLink link:definitionLink 9954496 - Disclosure - Commitments and Contingencies - Additional Information (Details) link:presentationLink link:calculationLink link:definitionLink 9954497 - Disclosure - Other Long-Term Liabilities (Details) link:presentationLink link:calculationLink link:definitionLink 9954498 - Disclosure - Earnings Per Share (Details) link:presentationLink link:calculationLink link:definitionLink 9954499 - Disclosure - Subsequent Events (Details) link:presentationLink link:calculationLink link:definitionLink 9954500 - Disclosure - Business Combinations and Asset Acquisitions (Details) link:presentationLink link:calculationLink link:definitionLink EX-101.CAL 12 panl-20240930 cal.xml XBRL TAXONOMY EXTENSION CALCULATION LINKBASE DOCUMENT EX-101.DEF 13 panl-20240930 def.xml XBRL TAXONOMY EXTENSION DEFINITION LINKBASE DOCUMENT EX-101.LAB 14 panl-20240930 lab.xml XBRL TAXONOMY EXTENSION LABEL LINKBASE DOCUMENT Bulk Nordic Nine LLC, September 2036 Bulk Nordic Nine LLC, September 2036 [Member] Bulk Nordic Nine LLC, September 2036 Bulk Spirit Ltd., February 2027 Bulk Spirit Ltd., February 2027 [Member] Bulk Spirit Ltd., February 2027 Adjustments to reconcile net income to net cash provided by operations: Adjustments to Reconcile Net Income (Loss) to Cash Provided by (Used in) Operating Activities [Abstract] Statistical Measurement [Domain] Statistical Measurement [Domain] Related Party Transactions Related Party Transactions Disclosure [Text Block] Derivatives, Fair Value [Line Items] Derivatives, Fair Value [Line Items] Deferred Costs, Capitalized, Prepaid, and Other Assets Disclosure Deferred Costs, Capitalized, Prepaid, and Other Assets Disclosure [Table Text Block] Net change in cash and cash equivalents Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents, Period Increase (Decrease), Including Exchange Rate Effect Beginning of period End of period Other Liabilities, Current Trading Symbol Trading Symbol Ownership percentage Equity Method Investment, Ownership Percentage Interest Rate Lessee, Finance Lease, Discount Rate Schedule of Cash and Cash Equivalents [Table] Cash and Cash Equivalent [Table] Commitments and Contingencies [Line Items] Other Commitments [Line Items] Noncontrolling Interest, Decrease from Distributions to Noncontrolling Interest Holders Noncontrolling Interest, Decrease from Distributions to Noncontrolling Interest Holders m/v BULK FREEDOM Bulk Nordic Endurance Loan Agreement [Member] mv Bulk Freedom [Member] Accounts receivable increase (Decrease) in Accounts Receivable m/v BULK PRIDE m/v Bulk Pride [Member] m/v Bulk Pride [Member] Investments and Other Noncurrent Assets Investments and Other Noncurrent Assets Issuance of restricted shares, net of forfeitures (in shares) Stock Issued During Period, Shares, Restricted Stock Award, Net of Forfeitures Derivative gain (loss) Derivative, Gain (Loss) on Derivative, Net Investment, Name [Domain] Investment, Name [Domain] Common stock, shares outstanding (in shares) Common Stock, Shares, Outstanding Financing activities Net Cash Provided by (Used in) Financing Activities, Continuing Operations [Abstract] Revenues: Revenue from Contract with Customer [Abstract] Tranche C Tranche C [Member] Tranche C [Member] Deferred revenue Contract with Customer, Liability, Current Loans payable Loans Payable [Member] Weighted Average Number of Shares Outstanding, Diluted, Adjustment Weighted Average Number of Shares Outstanding, Diluted, Adjustment Other non-current assets Other Assets, Noncurrent Entity Tax Identification Number Entity Tax Identification Number Leases [Abstract] Schedule of Long-term Debt Instruments Schedule of Long-Term Debt Instruments [Table Text Block] Advances for vessel purchases Investment In Newbuildings In-Process Investment In Newbuildings In-Process mv BULK PROMISE mv BULK PROMISE [Member] mv BULK PROMISE [Member] Contributions to non-consolidated subsidiaries and other investments Payments for (Proceeds from) Non-Controlling Interest Payments for (Proceeds from) Non-Controlling Interest Net cash provided by operating activities Net Cash Provided by (Used in) Operating Activities MISS NORA G PEARL Miss Nora G. Pearl [Member] Miss Nora G. Pearl [Member] Schedule of Derivative Instruments Schedule of Derivative Instruments [Table Text Block] Secured Debt Secured Debt [Member] Nordic Nuluujaak Nordic Nuluujaak [Member] Nordic Nuluujaak Prepaid expenses Prepaid Expense, Current Bulk Nordic Eight LLC, June 2036 Bulk Nordic Eight LLC, June 2036 [Member] Bulk Nordic Eight LLC, June 2036 Equity Components [Axis] Equity Components [Axis] Total minimum lease payments Finance Lease, Liability, to be Paid Other current assets Other Assets, Current Entity Common Stock, Shares Outstanding Entity Common Stock, Shares Outstanding Business Acquisition, Acquiree [Domain] Business Acquisition, Acquiree [Domain] Investments [Domain] Investments [Domain] Entity Small Business Entity Small Business Geographical [Axis] Geographical [Axis] Business Combination, Deferred Consideration Transferred, Non-Controlling Interest Business Combination, Deferred Consideration Transferred, Non-Controlling Interest Unrealized (loss) gain on derivative instruments, net Unrealized Gain (Loss) on Derivatives Unrealized Gain (Loss) on Derivatives mv BULK SACHUEST mv BULK SACHUEST [Member] mv BULK SACHUEST Lessee, Lease, Description [Line Items] Lessee, Lease, Description [Line Items] NBP NBP [Member] NBP Bulk Nordic Oasis Ltd. Loan Agreement Bulk Nordic Oasis Ltd. Loan Agreement [Member] Bulk Nordic Oasis Ltd. Loan Agreement [Member] Loss on impairment of vessels Impairment of Long-Lived Assets to be Disposed of Less: unamortized issuance costs, net Finance Lease, Liability, Undiscounted Excess Amount Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents, Beginning Balance Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents, Ending Balance Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents Interest Rate Period [Domain] Interest Rate Period [Domain] [Domain] for Interest Rate Period [Axis] Bulk Prudence Loan Wharf Construction to Term Debt [Member] Interest Rate Period [Axis] Interest Rate Period [Axis] Interest Rate Period [Axis] Current assets Assets, Current [Abstract] Goodwill Goodwill Allowance for doubtful accounts receivable Accounts Receivable, Allowance for Credit Loss Cash paid for incentive compensation shares relinquished Payment, Tax Withholding, Share-Based Payment Arrangement m/v NORDIC OLYMPIC mv NORDIC OLYMPIC [Member] Product and Service [Domain] Product and Service [Domain] Preferred stock, shares outstanding (in shares) Preferred Stock, Shares Outstanding Vessels and vessel improvements, gross Vessels And Vessel Improvements Property Plant And Equipment Gross Amount before accumulated depreciation, depletion and amortization of vessels improvement and capitalized dry docking, Security Exchange Name Security Exchange Name 2025 Finance Lease, Liability, to be Paid, Year One Amortization of prepaid rent Amortization of Prepaid Rent1 Amortization of Prepaid Rent1 NBHC Nordic Bulk Ventures Holding Company Ltd. [Member] Nordic Bulk Ventures Holding Company Ltd. [Member] Lease Contractual Term [Domain] Lease Contractual Term [Domain] Fixed assets, net Total fixed assets, net Property, Plant and Equipment, Net Non-controlling interests Equity, Attributable to Noncontrolling Interest Schedule of Cash and Cash Equivalents Schedule of Cash and Cash Equivalents [Table Text Block] Common stock, par value (in dollars per share) Common Stock, Par or Stated Value Per Share Accrued receivables Accrued Receivable Accrued Receivable - Income earned through percentage of completion, that has not been invoiced. Purchase of vessels and vessel improvements Payment For Purchase of Vessels The cash outflow for purchase of vessels. Loss on sale of vessel Gain (Loss) on Sale of Properties Common stock, shares issued (in shares) Common Stock, Shares, Issued Cash Cash and Due from Banks Entity [Domain] Entity [Domain] mv BULK PANGAEA mv BULK PATIENCE [Member] Bunkers suppliers Liability Derivative Liability mv Nordic Bulk Oasis mv Nordic Bulk Oasis [Member] mv Nordic Bulk Oasis [Member] Subsequent Event [Line Items] Subsequent Event [Line Items] Seamar Managements S.A. Seamar Managements S.A. [Member] Seamar Managements S.A. Thereafter Long-Term Debt, Maturity, after Year Four Long-Term Debt, Maturity, after Year Four Secured long-term debt, net Secured Long-Term Debt, Noncurrent Debt Instrument [Line Items] Debt Instrument [Line Items] Property Plant and Equipment Schedule of Significant Acquisitions Property Plant and Equipment Schedule of Significant Acquisitions [Table Text Block] Property plant and equipment schedule of significant acquisitions. Common stock, shares authorized (in shares) Common Stock, Shares Authorized Earnings attributable to non-controlling interest recorded as other long term liability Earnings Attributable To Noncontrolling Interest Recorded As Interest Expense Earnings Attributable To Noncontrolling Interest Recorded As Interest Expense Payments to Acquire Businesses, Net of Cash Acquired Payments to Acquire Businesses, Net of Cash Acquired Diluted (in shares) Weighted Average Number of Shares Outstanding, Diluted Tranche A Tranche A [Member] Tranche A [Member] Bulk Nordic Six Ltd. - Tranche A Bulk Nordic Six Ltd, Tranche A [Member] Bulk Nordic Six Ltd, Tranche A [Member] Long-term Debt, Type [Axis] Long-Term Debt, Type [Axis] Commitments and Contingencies [Table] Commitments and Contingencies [Table] This table lists the commitments and contingencies. The line items identify information about the commitments and contingencies. Total Pangaea Logistics Solutions Ltd. equity Equity, Attributable to Parent Related Party Debt [Domain] Related Party Debt [Domain] Related Party Related Party [Member] Cash and Cash Equivalents [Line Items] Cash and Cash Equivalents [Line Items] Investing activities Net Cash Provided by (Used in) Investing Activities, Continuing Operations [Abstract] Balance Sheet Location [Axis] Statement of Financial Position Location, Balance [Axis] Derivative assets Derivative Asset, Current Fixed Assets Property, Plant and Equipment Disclosure [Text Block] Accounts payable Accounts Payable Interest rate cap Interest Rate Cap [Member] Bulk Nordic Seven LLC, May 2036 Bulk Nordic Seven LLC, May 2036 [Member] Bulk Nordic Seven LLC, May 2036 Accounts receivable (net of allowance of \$5,329,034 and \$5,657,837 at September 30, 2024 and December 31, 2023, respectively) Accounts Receivable, after Allowance for Credit Loss, Current Activity Proceeds from (Repayments of) Related Party Debt m/v BULK DESTINY m/v Bulk Destiny [Member] m/v Bulk Destiny [Member] Long-term Debt Long-Term Debt Document Fiscal Period Focus Document Fiscal Period Focus Long-Term Debt, Maturity, Year Four Long-Term Debt, Maturity, Year Four Fair Value of Assets Acquired Fair Value of Assets Acquired Balance Sheet Location [Domain] Statement of Financial Position Location, Balance [Domain] Fuel Swap Contracts Energy Related Derivative [Member] Mergers, Acquisitions and Dispositions Disclosures Mergers, Acquisitions and Dispositions Disclosures [Text Block] Assets Assets [Abstract] Document Type Document Type Derivative Contract [Domain] Derivative Contract [Domain] Nonrelated Party Nonrelated Party [Member] 2027 Finance Lease, Liability, to be Paid, Year Three Basis of Presentation and Significant Accounting Policies Basis of Accounting [Text Block] Other fixed assets, net Property, Plant and Equipment, Other, Net Depreciation and amortization Depreciation, Amortization and Accretion, Net Total Pangaea Logistics Solutions Ltd. Equity Parent [Member] Dividends Payable, Amount Per Share Dividends Payable, Amount Per Share Subsequent Event [Table] Subsequent Event [Table] Maximum Maximum [Member] Drydocking costs Payment For Drydocking Costs The cash outflow for payment of drydocking costs. mv BULK ENDURANCE m/v Bulk Endurance [Member] m/v Bulk Endurance Investment Type [Axis] Investment Type [Axis] Accounting Policies [Abstract] Current Fiscal Year End Date Current Fiscal Year End Date Lease expense Lease, Cost Accounts payable accrued expenses and other current liabilities Accounts Payable and Other Accrued Liabilities, Current Statistical Measurement [Axis] Statistical Measurement [Axis] Payments to non-controlling interest recorded as long-term liability Payments to Noncontrolling Interests Bulk Valor Bulk Valor [Member] Bulk Valor Business Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Cash and Equivalents Business Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Cash and Equivalents Proceeds from long-term debt Proceeds from Issuance of Secured Debt Money Market Funds, at Carrying Value Money Market Funds, at Carrying Value Cash margin on deposit Margin Deposit Asset (Liability) Margin Deposit Asset (Liability) Additional Paid-in Capital Additional Paid-in Capital [Member] Long-term portion Long-term lease liabilities, net Finance Lease, Liability, Noncurrent Subsequent Event Type [Domain] Subsequent Event Type [Domain] Cash dividends paid Payments of Ordinary Dividends, Common Stock Nordic Bulk Partners LLC Nordic Bulk Partners LLC [Member] Nordic Bulk Partners LLC Investment, Name [Axis] Investment, Name [Axis] Recently Issued Accounting Pronouncements New Accounting Pronouncements, Policy [Policy Text Block] Debt Long-Term Debt [Text Block] Diluted (in dollars per share) Earnings Per Share, Diluted Finite-Lived Intangible Assets, Accumulated Amortization Finite-Lived Intangible Assets, Accumulated Amortization 2028 Finance Lease, Liability, to be Paid, Year Four Ground Lease., April 2034 Ground Lease., April 2034 [Member] Ground Lease., April 2034 Entity Interactive Data Current Entity Interactive Data Current Deferred revenue Increase (Decrease) in Contract with Customer, Liability Ownership [Axis] Ownership [Axis] Loss on impairment of vessel Tangible Asset Impairment Charges Accrued expenses Accrued Voyage Expenses It Represents the Accrued Voyage Expenses Preferred stock, shares Issued (in shares) Preferred Stock, Shares Issued Other investments [Domain] Other investments [Domain] Other investments [Domain] Statement of Financial Position [Abstract] Statement of Financial Position [Abstract] Voyage revenue Voyage [Member] Voyage [Member] Related Party Debt [Axis] Related Party Debt [Axis] Nordic Bulk Partners LLC. Nordic Bulk Partners LLC. [Member] Nordic Bulk Partners LLC. [Member] Share-based compensation Share-Based Payment Arrangement, Noncash Expense Bulk Independence - Tranche E Bulk Independence - Tranche E [Member] Bulk Independence - Tranche E [Member] Net income Net Income Net income Net Income (Loss), Including Portion Attributable to Noncontrolling Interest Payments of long-term debt Repayments of Secured Debt Forward freight agreements Forward Freight Agreements [Member] Forward Freight Agreements Fuel swap contracts Fuel Swap Contract [Member] Fuel Swap Contract Tranche E Tranche E [Member] Tranche E [Member] Other income (expense): Nonoperating Income (Expense) [Abstract] Interest rate, stated percentage Debt Instrument, Interest Rate, Stated Percentage Bulk Nordic Six Ltd. - Tranche B Bulk Nordic Six Ltd - Tranche B [Member] Bulk Nordic Six Ltd - Tranche B [Member] Asset Derivative Derivative Asset Revenue Revenue from Contract with Customer, Excluding Assessed Tax Loan Tranche [Axis] Loan Tranche [Axis] Loan Tranche [Axis] Derivative Instruments, Gain (Loss) Derivative Instruments, Gain (Loss) [Table Text Block] Total other expense, net Nonoperating Income (Expense) Weighted average shares used to compute earnings per common share: Earnings Per Share, Other Disclosure [Abstract] Earnings Per Share, Other Disclosure Net cash used in investing activities Net Cash Provided by (Used in) Investing Activities Income from operations Operating Income (Loss) m/v NORDIC ORION mv Nordic Orion [Member] mv Nordic Orion [Member] 2024 (remainder of the year) Finance Lease, Liability, to be Paid, Remainder of Fiscal Year Total liabilities and stockholders' equity Liabilities and Equity \$50 Million Senior Secured Term Loan Facility - Dated May 16, 2024 (4) Bulk Endurance Loan Agreement [Member] Bulk Endurance Loan Agreement [Member] Dividends Dividends Subsequent Events Subsequent Events [Text Block] Fair Value Hierarchy and NAV [Axis] Fair Value Hierarchy and NAV [Axis] Equity Method Investments Equity Method Investments [Table Text Block] Advance hire, prepaid expenses and other current assets Increase (Decrease) in Prepaid Expense and Other Assets Additional paid-in capital Additional Paid in Capital Other Intangible Assets, Net Other Intangible Assets, Net 2026 Finance Lease, Liability, to be Paid, Year Two Receivables from Stockholder Receivables from Stockholder [Member] Bulk Valor Corp Loan Agreement Bulk Valor Corp Loan Agreement [Member] Bulk Valor Corp Loan Agreement Commitments and Contingencies Disclosure [Abstract] Commitments and Contingencies Disclosure [Abstract] Legal Entity [Axis] Legal Entity [Axis] Schedule of Related Party Payables Schedule of Related Party [Roll Forward] Schedule of Related Party [Roll Forward] Supramax Supramax [Member] Supramax [Member] Schedule of Maturities of Long-term Debt Schedule of Maturities of Long-Term Debt [Table Text Block] Payments of financing fees and debt issuance costs Payment of Financing and Stock Issuance Costs Issuance of restricted shares, net of forfeitures Stock Issued During Period, Value, Restricted Stock Award, Net of Forfeitures Deferred consideration Business Combination, Consideration Transferred, Liabilities Incurred Inventories Inventory, Net Technical management fees Technical management fees Bulk PODS Ltd., December 2027 Bulk PODS Ltd., December 2027 [Member] Bulk PODS Ltd., December 2027 Long-term Debt, Type [Domain] Long-Term Debt, Type [Domain] Product and Service [Axis] Product and Service [Axis] Entity Address, State or Province Entity Address, State or Province Property, Plant and Equipment [Line Items] Property, Plant and Equipment [Line Items] Statement [Line Items] Statement [Line Items] Derivative Instruments and Hedging Activities Disclosure [Abstract] Derivative Instruments and Hedging Activities Disclosure [Abstract] Schedule of Equity Method Investments [Line Items] Schedule of Equity Method Investments [Line Items] Schedule of Related Party Transactions Schedule of Related Party Transactions [Table Text Block] NBHC NBHC [Member] NBHC Accounts Payable, Other Accounts Payable, Other Expenses: Operating Expenses [Abstract] Business Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Net Business Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Net Business combination, consideration transferred Business Combination, Consideration Transferred Interest rate cap Derivative, Cap Interest Rate Liabilities and stockholders' equity Liabilities and Equity [Abstract] Ultramax Ice Class 1C Ultramax Ice Class 1C [Member] Ultramax Ice Class 1C [Member] Derivatives Instruments and Fair Value Measurements Derivatives and Fair Value [Text Block] mv BULK BRENTON mv BULK BRENTON [Member] mv BULK BRENTON Minimum Minimum [Member] Less: unamortized debt issuance and bank fees Unamortized Debt Issuance Expense Total less unamortized issuance costs Finance Lease, Liability, Net Finance Lease, Liability, Net Related Party Transactions [Abstract] Related Party Transactions [Abstract] Bulk Nordic Oshima, Bulk Nordic Odin, Nordic Olympic, Nordic Oasis Bulk Nordic Oshima, Bulk Nordic Odin, Nordic Olympic, Nordic Oasis [Member] Bulk Nordic Oshima, Bulk Nordic Odin, Nordic Olympic, Nordic Oasis Terminal & Stevedore Expenses Terminal & Stevedore Expenses Terminal & Stevedore Expenses Property, Plant and Equipment [Table] Property, Plant and Equipment [Table] Proceeds from sale of vessel Proceeds from Sale of Vessel Proceeds from Sale of Vessel m/v NORDIC ODIN mv NORDIC ODIN [Member] Variable

[illegible]

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@.\$B 3?M!"1=3=ZU*B(A8C+ERXU10L65 6H6)>C\$T>:8T>.VG/)
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M8\$+\$LV?.FI3D%#G4M<+8/\$O\$8KV6Z09 F#5IACQ'37EVY?(5S*3Q\$|1E=(L7
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M"7#@9+XN>!F%B)\$!\$FUK=H>('!BDOX93:~!@6H)3!@FJ=*42X0+(@(#=WVT
MRS1NT\$"=0AW;KIUH8'DIB^/%|Q>R6??IV5/5)93_CA;7VM141|'H/R'B0OG|
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DV;)YLZE:J;)ZW:&Y=OWZ=4?-M8Q,Q(WZ M3\$1K;U#%:@:V2_2#BI'R!B/(@G-
))PJL(J7;RD:=-^VG6AF:R#BLB7+3-M6X8.(M3ZT=#K@>.GB(-)ATHVV-WT.Y-
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MFGX#^|>+C|FF)#=0B,C P"\$ZC.,GF;3EOOXUR|3 MO4M7B71K-E|^CD/J_CV|DXH0?
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M1"1KHF6SYNKR0%|&U.E3IV1_#A9\$Y#R-0L3_!J5,NZWMA3:7'B(.CUB(N'?W
M'M.Y0R=5|P=L:>1H|#V<- 7#81M@_RY:N\$@@BV9OP?ZAD03ORBFA M"X7HVP
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MY940L:W=&|U!1!):2\$B@/|3?0@M0D2B8.&Z|.7?NG#H)F(AXO'C=O|VRI\$0
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B%IG.!@0T2>8C\$|&FM14=6;9RX8@I0M\$!S=8 X_RP*SPK9B&.3DK*|0QKOE@UIY?
(5DLVE!69\$3-&A M<^K Z"|)\$S #"\$|L?
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F2HN7WKEF=*F9P@XH?SYX03H|EL>3DCBG.0LSX*\$;TSR\$+(MD,-IF"/*F7%:@:Y|T8:
(HHPBT\ZZPIY%5T 2> MKU^|)JLK:S=E.T@XMY|ID:5:J90?F|"1/Q4M 03APU3:O|7,*/L&?
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8)XT<+0ZZF|RS2(&(/G#Q25J:9-B1A:\$)-&00B+C?-*
|?,*P041/|0&;G,885Y4!D!9/)IRUAKVV=JM&)(T2#
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M+'T0<9XURC7G,^7|+/HPX6JSW<+ \$?&QT(" _IM0CS|JQ;|I>4W:@EJ|
M&UL'&8YP0<0'JQ^8/1_O-CVZ== -U|&W82++T@&(:FW+IXB72I\$X+\$>?,GF-. M!P@1?
0DUE|^Z+*"%GGL 3?5#,7M_MXQ-E;6*|5V@;X|/F5@_!5)J^ _\$/%E M'X3-
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M,0(@8N4JDL+^HW6BLL*A|&77<8 WL 8(V63^E.%I(:)O'#IX4)PO;=H^I:ED
M|E*O|-9*LMWD;9IY!|AT|4Z4FAG:;Z9@Y|T='0G<)+=9&|L7/"A^A+)D3T M_5X:>"2-
&F4JE"GK.J,*IXVN7VRFP=0)<041MVR5TH3|2NY/W=;+|H?2K\$UD2TM3>,S"+3
PWQFC\$0|1|0,0&TA%7!1%!. #!DTR#YS,E/?4,-DP':FP-H^0U<0T;|SXH6+ M2.9&= 0 \$6_?

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MRJGK\1JVZX0) E!"#1%|H.U+N_31\$XC*<#5H5U| 4TT\$G2\$B#_ ^9)8N6BRV
ML:HBS@D<(KYLUV(S)@V762TW#3C\DDZ|:3SF!X':(+B1_GKTPM\$|#_5"P;
M>H@ (A\$:6J%N7+FIN(8"F0 '3OV|?L=|(J++79!7#" 5\$Y(Q/3T^7R@052+8V
M;|N6+3T+\$>EDKJW2\$8BX=)EY!.!!%")&!\$3B8)!?M@J(T MD2BO6^?
+XB(,#0/2:/Y#/\$RY8N+08^ (#&(FQ^QZR@B(>+ !P__MG85|E-?S|G_R?NMX>
|N+H'@|NZN M"2|W2&X!4N"N|M;D:(MV@*E+:7>><|GDB=-TY|SV9WLYOF7-
>Y6B#9?>2, MW3-
SCXCU^NVWW^39TZ>R= <>&="WGV3/DE4^ ^_@3^>3_ <|J9_WD4RF8-Y|
M_OOS";5UGCA3.7| #J7D=&1LJ5RY?
E^ ^ _ |GWWOW3N|Q;SC@KDR2LMFS>7%5'+|;|K2=?RVQV|9)A|;MK+|CLX|^
MEKRY::|^?.(|6JUY#M M<7'RPP|_R)|_AGTY_"ID;|#!P|D)N|9MS'O|6#| |WT?6O GH-
=|TW|EHP0)I M&%Y/WX'--9K|4"?I79=G_X/M6_>1# #//G7/X|NU;C|_QH|\$MRY8NE6:-
FTBN;)|OOTK%2C)G|FRY;|P'7ZP_M_OA#;?|1(T=ES,C14J5"16O?X1-
SSK'M94N5ELX=.LI^|QY_,+:S_1F|:SQ
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M.:?HNJF3)UO|_C:V|9N3=?K_C|O?FG,J%\$:O-@8T,I&4:%P4+)_?57NMTH
MRO/VK=LR9=)DJ5|W7!6)S?4|&^5Y_.@QZ^|H80|G@?W|I6>W|M;.!L%X6,U:
M,G|L.+EP_KO|:Y26OO>*A.^:.'&B<5|K2LZLV:P5;+O6K673A@WRZ-\$CU|^| M9-
%BZV>/XHS9NLWG|_|B^0L-?'ITZ2IY|*|HMSFFJ|7KF(,TP2Y|<47
M|MUWWP7T|,>8P!ZECM*TN5X,Z/W| |^6GGWX*N.PA^UQOKQX|K,Z7L|JUI2Q
M1M<^%T/W_V3*(W;E10JD31HM;Z-)1!1'1ZO3!|I\$%\$
M1(17+D5|/BV9*E'F4;?;M@WCP|O|7X@CCET<87 MR%S>K|.U MJU<5)!/W;\$&@^=V;-
|)MRQ9IUKBQ%"|'ECX| M>TF)(D5=)2*)F|'MXT:/D9/'3VC2S5L0L7^?
OM9^;^L6+63GCAVJ(HU=VV/C M3#S>0XH9V;4!FN+?(N-<8#A1M>H*(?#<"EFC63-
G2J%|^5V!1FY!1)Q|A'_6C)F2 M-V7(P"&JH%CA|YJS?
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!\$Y'V3OCAP^+ #VZ=I7R MI_C0(7GRY(E,| |O7KQ0_X*D6|NFS;5JP#8:D#|/'DT" MT9|XQ#
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|XL+F@*\$I0M9^SN(K7JH8*(O_RB9VO>G#G6;=)4|F|8EPDBIF6A1V-, M0(
_80LOQN|@/|EO:8GB)B8#/#/QRNJ5JY06L!E5\$H"(O9Q M
2+2|1(7&^M5UYNS.\$WOK@ELV;T?@)|LY#+Q'K41%)|UF4OGFIJW&V9T|=I2-
&S9H)N'7 /FD'V@*LC6 MZ:8M!.?4A@?-7^NQ.2|4?79JWUXY<=P\$P_7SYI=Z876U00.G!?
#@YS2T,?WV M:WQ%SR4C"SA2+9HV4R# =3043CE3-:M4E>F.T|MW>@B.A#" "
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82MTPUWUT4_@8C.HJ(|@/(\$#T(U|87,OHT>.E(L7+JB3_2%Y M00=>NWI-
!O;KIU6;F07,+,B?BJJ=W&%T!'ID4/(6?V|EGD@P<.2C\3C%"-
MXR8(PG^I5KFR3#0|P>G3IUT%7U^8X&'1PH52HFBQQ/-.)?| |VQH|X<>!--"
M"JGOWWZO>BHM=@M|00*3H&5S=+2T;JU&\$WENWC/O !ZWPP_!XH?^VU=|
(%LW;U9.-IN@MJP)P\$>'.(CH+)*#S;'+L\$,G@,)^E|= MNLOZM6O5)|5/!K#A'-D&B-@P|H
_N<+L(F*HS.G3LGTJ5.EN?%YW51*XD<
ME(V(B)13)T^ZHK.X<_N.K%B^0AK5;V#U75!;P-MVVEPKU=3H1=W/DNWG=ON%
MIVU\KP_MMT9/I9;LW|UKEY0J7MS:QQX9.4*^N/F%QFR|3S|;V?P9?8#L|YY
MQMA9=.6;UV|4ST\$)Q76ASXC% \$W6FE@("<+)|VW92L5QY*|J:I.|56H|>7;O)
MQ?,7S3FOIS'B&K\$;C>K7MZH@A|_PMH O\$3 ^NY=|2@#'+=-OB4%8@ @;?>
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MRY=%J:T'^"&6H*#&UZVQZ"_.,S|'S.DSK;!G5R#BL6-ZEFWNG7/?K D@XMF@
MM"\$DN6V+@#B|<';CIP45B&CL%_RYMKJ(6&OKEBT9'\$0TSCV& R43+,X;3CG&
M9O>NW=H&8*/(O 41<88Q7O-FSY&F#1NY4EH|8P+ #ZE6J;+53M D@|J8AVPJW
M%;QM_OUEQHfZ.&SLWWVF:OK@8L&90875%JJ|ER#B*O|!R*B^#\$N5!E1.52L

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MY:U^"W40D?LF(PMW#UDT.&[U%.P3G?|Z"E0&+)4EHY-'Z M='6^O5WP|9\$-
GSIEBH+_@)JY7?) " CST-4\$,A8-GVU*(" (Z@P0AO* UJE95 M.P!7'8FZ_7OWJ=Y-RP (N-
1V|IRI9ZENK=I2I&!!5WX\$U|<|'C5BA+9B>|*9
MRLWS^"NE8K&KS/E(J2=H|3QS^K2<.W-&6YXN7KBH/-)7KER1JU>O)FX2#E3_
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W 0A7G6_,>@H4#Z5_ ^F?&I (EYQU8@HK\$9=-1D!!"1"E|.& ZE M6VH&9(%6??
1?|ZY=9>GBQ7+LR%\$%W5|H^|HNP<|P!:/?'C|*)>,3@ "P(%* MQ1+#+%0JZ2-
@Z_*-45@)L?N?RS*\$OHJ*BC|A|R+BQ^//#QXX4"89FPJGUM1)
M| "G_W).GR+0|'A3IRI8&K^GR8RITQ/V-)D^+7|/8|O=|/=9,V9H55?BGCY3 M=FI?D:J?
B?U 7|N"B+T2AEJ<-_8"00OXQ.>ST1, 0A2\$'#|V3"DI*%BA2FSS MIDVR;NTZ;5ED.
D#SF@_IG "78CLH\$>)+=QRH=-Z3^>*VS9Z0\$0JH|@&&Q"1 M+KY9YCE?,GK47PN_A&
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X!CV^ATZ|2A@U7GF2V(^/+%2Z,GCTF/+G8@8D%S/IHV;A*T("*= \$S94!'^#
MB\$LU#@PF\$!&0?/+ \$SZUM7TZCO|9NSN @ (D+*5"4,=+!E@|!->BP|S;5!;E_*
M*+/4JH"!1&=PX%CS41-!(WW'M.T /0V:U+%YD|:Y8:5;@,<+ #A8X*7@ @PA M6;>71NF
9J.D<;9/'#|A^_?MUW9+ (->/7IHYM)MU@EC2^8;;CU(W=,*1KD% M\$5>06J4&SU_D_)S-
K|_Z2CE.VK=|JVUQ|C)4'OOGJ|@,'S|4'1D+=NSB\$D_L|0!H(-IEF2728P)4A463 R
M0#4"FRPACB?97(91' BW3W;\$;=?VVQ|=-NJM^HQ5<:9T0 M&>H@HK,
8WC&\$TWP5;Y,F0|"3:\$.(M(Z6Z-*%6L /&+8< V_ DBHFMN7+^A
M=KEFU6JN@B(G,&K9K(4L6K!0G?0/Z7;T&56\$FTT 14(.72;:"%0H7H!P-FB-M
6U01D8!Q9/?IDZ47!W^*F2O3JW;>L;<5 ^C+ZD| MH1T8#K_07,IN2B!B2@YH?
+EM7IB4A!)OB>KM6BV 7NE|HD #"&. \$ T|Y)
M%1KW"G<:=ONT^1E^=H)NFF!@|Z|RA3.C?ZBLG-;)FE;Z|X^E'/%4A.B#B-MHX>/-
%EH|UT;:Q3=%H!;#;.">' "V/%*HX'/0+NYLY%|LNTD'!3L /28/"5A M3|: YH!1|AY?I_/
=2)W^-D_)AQ&OB.-7:-2|JOHT;K^4_,"(BA|C%&/.NH\$ "P';R1T|1P6NZ@ M)L'?IF4-|
'_=|^NW3K1"YE? :|/0Y_ |9S7VE^=OZNDM&LEW;7C=^W:4C?)
MIJH|O':=OW=8F"9| ^6|XG3I*^Q_ ZTJJNO&;*N T^A10\$^XP_IXS0X)ER*!!TK|?/^G5LZ?
&=!W;M9?6 M+5M)@WKUM.(0.^>F@OY?G6\$%"VIU*+&(33(F)3M-
RV6#NN%V(*+Q30%N|3'I
MM9RJ_MT|=^D04'2*F_/NQ,9=C#VEW9A*6)OG@MU#QFQIOD@6;MV|5<^6+Q:Q
M'F>Q?| ^ ^&EN|K4AT9!W_@SB&EF#L&C0\$ ^"A'#A^1|; &DQRC PR E61@HG_S
M|IOX"ED3K^!S046-7T%,S_ O&CT8W4=U|/-:^31L=/F5S?FU!1+Z?Z^S>I:LE MB)A) |:?
#5(0\$=H(6|('W#IDB7F"P=-" B.I-S0GQG#2(:/4+W0H8'\$7=L MWZ\$ 5|!"B)3Y,V=58,NY
P2#|Q'|:T;>8S2 M0ND!=%%=1G""TL(Q(D, N\$A6A-
+>B*'#15WKME+#!)8\$;T|6S:V14|Y\$H^PA MX<7Y|H43|AI\$7+E200I_!@"4-QDF-
P^(YXM%4I#!P_6J|@)?3F1-*XA(M8'?S^G4E"\$_OA2P|A%@
|:Z==+Y>9XUDZEHC>%=X4RN7+% "=B +QX|I4"*J M46*VQ=. +384G
MAG*^"TZD|0L7*9#HC>.-SD+^L\$D-P^O+X/'BQ:K3#N|?+V?.G-\$68R8|
MKS(RC6P3X%#ABK|@V3O<-|XD_J7*:N5S&3BW=H3&Q_QJ8|B.AUP@|HDJE Z
M=^B@N@_ |304H02E4&-SK|!DS)-*;W653FR9# 'ZKH!^ M|AO+BBA-1)Q9@G4W5"<,7.-
^_ |Y9))NY|^P>-F?!T|D2|H_ |3W_ WHF_9_Z? MI"V |HHU:X*VE5E!Q" OR:8-EB#BIY_J>0)?
9;!0\$3'=NS=O4T:;., ^+*M%?RJ6+Z|ZB%TIG,,Z<|Q5MXT26"|
M\$JH" T9/>Z'TJ*/&/&X37<^T7>;4_ N?F'I+NSQ)VEE0VS|B0T7%K5JY*E; >< M
HCB18H,L3V>7K4" TGD/NNG|>_ .V8GWX(6M2+X;-VB@U4Z_0MYPLJ.M,=_|M?OTZ=:Q
1&+G:=.F;:6|OV4/0(F"\$ ^+*K"X354ZGP?"AP^3PX<-6<0|GG#9:
M6SFGC7;3|DT:5 _DJUL,6THW4U<3DA4U,X*V^<6P|YU\$| \$HH4DR8-&|N ?OW5
MAL*=R6-Z0%8&|U\$5?_K4:??|=^_8971^M\$0MBY+9LV;+^"CE6:-6-40V>&|
MS^)"|F"B% 7'#IT2+IV|F)=|4QE-I7^P0HB6E-
1Y#7ME5K\$YAT5("229.00Q)P5:M464H5*R'Y<^=UW:J9M\$JE M8MGR6E&# H1;Q1?
++8BX* @ (HNL')G@A?/G:QNYFX\$S3C .OPB5&!@*JE#| M,0R&\$F:R8*\$((CI962H#R#
(7+U+4J|TQ@HBP4*Z|<;|!CMS7! ?R49*+9K5NT MU&"I(|UVTS'I;44 @0,*N<|= .6C7N?
F)S;:4CM(*1+?|0 MQQ&!,1EV^)H /-SHR.1|9@#ZM&U!#< \$1EK.J+A'=@EH "J1;2|;?#?
F^#> MH08A\$4;:;=?0#:>J#8CX(> <6|H|P-D)@\$ "E\$W8:&TZE!?=*M0|VF_?'S_ (|
M;BM+DX(I5"3AE-)>C+-L<|AZP.7>/:W|26O@'0P;O4_EZ<'|X):MS#X#"'; M=_9?
Q&=11L|A;Y!_CUYNRG)G_PH.%OX#/P_WERYO3:-_Y0-|K@_0,TY@%, M|29

!6!90"15JR%BHSQ/#NW[R 'NU/=[H2HM_KY^\$Q'VA0P&ZVK9IH]Q_MT#H
IV5"D/P=|X9-F^IS|6#FZZ=.ZL|ZMRAD_HCV|N7#S_?@\$52M64IM% M?
&=;L>LUB'CPH%Z/+8C(O60(\$-<;^V|>?@PI\$'\$|A5\$'%[7/'"B,YB4A5\$ MX@")@%;)P1E?
@(C.HG*02@J==RVO6K%4 +K?+X47H.>>|X%Q|HJPX
M=>J45@GB?.=W.93(K7QZ;|N' 4E6.>T
MN3!|F|\$^#*)Z|>J5|3W"XWSWSEUM%POI\$)\$J\$7/^.;5DNBX^7C O^*|IBJ\$| MSD96
1%)5F8D\$)&%;*Y:OD):-V^A@).W@^X"N9U*)'0,H #5ZFGAQ8;2@"%E
M14.\$1.3^ZOL;L#)JN2;@/<4^)\$>R?|S<(&+|Q/F16*.'+V?E@6("C M((I-
TCR0(*)CV^"BQ;.:1='=+*< S(P%";.)I IGG!@8+E,|\$+&Q1&_8H)0/
MOEX,/SMUXI129Y#09+B36|J00-IW3Q0@DLI&CR"B|8,H#. (IV |2@6*!#J^, M "(NG+|
0;M@A%)WDYT R(:VYC00403<,7%Q6EE0S"#B+Q. LXB+6JU?A7
M)L:7(""\$O%00&!OKUZ@1E\$X2|Y>,&4\$B' UN@A!.?@XB0AS(X
&5FHBB9|ZH5*FFK,N_.T|1%9V)PU+)E2JZ>.T>.H.=M)*D6"-MA/
M\$H1P7|Y6A_L:1/37/9.@1+X8.*#|O"X<97PA)L1.GC0H\$%;"/VI&_O/@JN
M_Y2.0|6L0,0|=V3=FC425L,.1*Q0IJR,&STVPX&(R"9|J"1LNGI151WH#2 \$
M,#9TT&"U#_"/34@|Y1X"A40D?96VMVT'(0B M"JMM/+ R)200_09@A-
Q=,K!@HGYS^,6+%W7J.U5QKH.C/VGY1N. M4;B3/9WQ+AT|6O,J4|RS8?UZ!5E\O?
#EF;)H?(5'80\$ _Z ;JJA@VR1UUZQ: M(W=NI9XT>_KTJ>S9LT>IW&R!MP9UZRD_=48
\$>?/FZ?G*6A 1*-?Z\$8@SLP\$ M\$9-LJC9B8V(U* EF\$-%9!'P0,J|HR40Y|^A+\$\$&S_>_?
RY'#AY5\$,5+%C.|M'7:'WX%KH6R926T\$(:ZAU04G2N-7;:-B7-!4CT
M9%1PHAD|>G92|8;)?YE&B9I>P01-VW6|L,%\$7\$*KE^J|@%E,"W>)T\$K0!K\$ M^LT;-
S7G#Y|(\$3|)=%@"|<' +@)J(JY^3Q\$ _+JVV|_@PR*HCH."I,2*2- WWJ
M#G/T;XW=YDU#E'JG,"&40\$?L85JNV!@O>5IX&<@'<0JM3VPV(."C M@8C.
(AFR9=,FU:\$.#.%L!|-YY!T B%&= ^?R|EV|E5,[K3H&J@4&<-0+ 1"1 MBF=XIN?,G*4QC4?
IN7V\|KP%@WU(!\$(_CN?THV," _GCL(\$:_X+*|>N6*@G^^ MH"3B&(+8C(H*GS 0(1G47!"
404+'@_WJBW7) =*B#F-A|^?)EC^W, M5,DQ;9AA-58@8L-&"O Q?,Q?
B|B(P2T,7./ITV),04@V/^I'00OB8_4KI;3SYKMKV|9*.|308 6|Y^!A%Y%GP72I%1XTR48Y)B
M>C|)"1(I5LV;R;+C &E|8EK|.5|TZR/"B9K.L&1&0B)^VO@9ZL"/B-HH7|
MRY/A1Y\$S\$9 2|3|^_|.OYQW>L|O9LUJ?EY&1(I2MS9_#7M(J"U3X+5V|5%HV
M;6Z48|9T!Q&I-FM4O|HR<9(Y|;4L_!= 1*I-<2BA(V"@E ,DABJ("-<5;:*V
MK3|#!@|Q3M<9S70'VHXQ>6Y@_Z:%\$HM:->X|QB6AU|AVX")N2!C9YDH-'@ M 0,E/X-
/?1EEI8-?^FPP4.UDMY7%>'!#" (2G,,?N6S)\$JUJ PSTYIY)&C+M
MFXG(H0PB\$MA&1D0H>7RP3&!,;=V^?5M6KURE((,5B%BVK\$|NS*@@HB-OR.^,
MZ=,U2 ZF|T@@6K|.N"R8.U|#=F_E+240D2G1|<+J!+V,H7/0^0S\$L:GHV1&W
M7>E^@ND|9L^218H6*J0 S*0)\$V6GL?\$\$|0:ON0SQ_=FVC(4258@HHF=25Z?M"S"
(Z|@/._^+BM,#%4|4@W***P)UT\$SD%2G"X2 MVTX5WC.#83(\$B#A|MOD)F2|BL(.(9
MR4SC%-J#B-ED1514NH"(5#"@:)CP"SEN\C/O9(((PGEV1X|W;OECGG _JPD:
6<2,#RZ!/UNJJ5|D03#H2;A0Q(0X|K^'E|6#Q-< M 8KS30\$/FC=HMQTZ47#@.T!)
(:LW%^^^|'=SI (J)4 41 ML8TUJE15!YN
T!_#S7RID+^51G9LV@CQO_&MQX^E\$O&-9.0%GSH)4/@B28;B
MAY4I6IW0/,K9QULR9LBDZ6I/_ERY>DL>/
M'NDD99_'>D8GT|U5HVI5*PJK1!#Q|+ETD3NJM#9MW&A|X99JWY+SE2MG?J5*
M.DUX|Y=2A6"-B<@QLW;AC_OJW::ZO)V/4;J%|!+!:(154M?C|G@J0*1%I"/;IM0|W(-
;&B>S;N|=NB(X<"8T^9IX MG<|D,ETO|QT\$DK3@|MUP!|AR:\$1*(")'67|GLZ.L|D:
<&V4V:<'L3(H<1DX(?R,*U;NE M=|^>2BU E:.*PF>^EP4ET486\$B;J|>S>0U9\$K5>K4
LV@Z=-E"/;6;4: 4R M@L7XV;:7D>ZE +9 WKP*OOG; M=4*
|T<<\$(W!5MFK>7,'I4|3S/'_AMV>+ _!T|>DR|8|'^BLXCNY@2BG7XDQ5 M|C7(X4Q_+)
GG|H0K;|,LUZZ>+)\$@_"_Z1E:-;|F;|F5B-E2V|P^U+=6>(W
MU_FAS5E@I_8SR;=^|@>_|Y_7J!;9.W=6,#14E@,BUJE5*Y'V(?G.|DG|_0&\$ M,+P-(O-
FXP-(CK@_;??*M#)H8L6J1^0?4J5?01%TR0-V|FF=H,3('KC6JK
MTB5*JC|KVZN7K#6^R74_ ^7LW;|Q4NA|XX-#327=NMKG7|D)NS@\$ _J|D)R).UNB
MG*4F;RG)58KVS)RH|&<1?ZE=J|:.(+1=)+4 80\$2L:'X7=Q3KFPYXJ|YR36F M>#U)KL'11?
P>GP\$PP(O|)"|5R%Q?B: +QD|BA(\$^5*|:59J8YSIT|&"MO"?I
M#|HA(!8@XC0%\$:OIN^%|I;A1H2#NW,SL*_I#O(J0+FK#E#0HC)N(|A0X8J
MH|4W9|Q3^PX:?)KX4;0SKXR*"OAP+.)5NC.H)|LQ;:HF#|AODOI%"A71-
<|#V^3%YQ|AMZ"<7@ZBVSDE3D) MP0HBSILSU^H^V.@)0,3;MX(+1(329,*X|=;W@;
|2,+5#81!;+_.':4:&TM+EFFE,|FISF9' (\$ MLHPX1-\$;-
VKF5V7!@N/'%PO.O/"P.M;R0':P#&40\$3>*5EJ6G, W.%|PHZ\$ MVMJ_=Y^V&P+ V|=N,F?

V'+77 M3(:D>?N3,)OG2HLZV7RRQV>,8[W-V.RIDR9)JRY=-.@BD/4ED,CG!)4*%U6
M.K9MIU4M!.5,1'UJKL-7NAUG|KHFS:9KD,=9YK X>R1ST,&ZBYE=O+C:(0 6 MP &"=39
_YO AUV^3:FSRVHRE@HZ9U<[7P6F^](_*X2 M)?2[0E*%BVJU8UB@AK?ID*!
(#UV&/), \$1>:HNMF>XLFS)5NG;J++6KU|3GXLOJ M1/0DSYVA:KVZ|/ A&TYG GR-
_O+WJ.C"#QG4?Z"V2|<+JZO^ 96)7 L#LTBL MDD!
S|2L5EV!#6(40(:JE:NH3JOB_0J%2D)Y?(5E%^/1"4R5|YL@JPA6Z5*
MJ;PB4|@2|HQ<)Y4EQY9Q|HRSR-ELT|*5O3(^MZH#,,=G;MFTF3GG#4U|
M&*Z5X|P#UXR-H+*|7"GDO:12AW#6BYOK45^W0*'|/^?/V.\$JYO>8> PXV+9U
M& /Y7:6Z/F+8HR?=HT|1_22^9X-E1G KB42^B0P_^F|PI*JDN7+GGD/TQI83-I@Z|9
MM;J5S|NV56M9OG2IW/\$P_=L?R0MB3L|D)X|>/E8^'SBQ%0WW\$&,
MC0^%"JB4.C\$H2*9"4R@A0 G M&B.*.:5"*T?6K(D9.IP?_HY_PQ'
^>9WZM>MJYD46LT^GS!1VJ287G|Z" M*NA0R
X@Y^GL.!M'D4\$!5\$BD9UL23H=#.\$R6&,) ^%BJ;_ |#Z@UW+MZC6M
MY/+X_";\$|H|HNB9"@6"^>2@, ^?SQ+'C.ER'>|Y('M&@J*R<9)I/T86"CJR
MD"5KHK.37!;4Z33.-2 6CDF_/GTTX,L'-Q_0+YZ_)5?*W%36E0|+IR_P%H>
MJNW=ISHB%-J9DR_)89782BW;=T:/#0!|8VJBC=SMVKE3';Y=(?"E|@ MMR40:-
JXL09QLV?4@)T?PP*2@|T|=VT(FZ.CE; |U)A1A!|"!6I%4PP2|!* ME219?4
R1W;C*ZZR*X=6\$1/\$ A8!0A\$|MVC25'KWZ*E5N3B#L3\$Q>C_I496%
M\$T_R|=G3IWJV:7%\$GFDO'F)L1|A57BKL-LG,49\$C9.:T&?H|2?Q|ZX?W|~LOO^IT7%JD'!V/
M'P29A;1|"GM2PC9^(-.OD 8>./I*=N2: ^%'X,M.7_N0&S; MLM4\$D M5WPX9-%@/'#\$<
QN/_ "L4=557N6MI(02)8H44_,7DED\$0".G|6_ MIEVZ2|=,ZF?PS'G.)&WI-'GIO:
BUS;2R#1=(W\$QL1*U9)DL6|D)4J^:H-J;R MF>M90""1WO-"MM\$U5"X"E,V?U?
U(8"G;J/ST?OH7C:R|H>L3=- \$GB-74ZNHGJ&304YH#F^ #J*GVO:L+^'G\$-/C(
MR\$@C@Y_+8B/KM-H?.G! >21|F1S%5|IR^8IV?'DZBVQD'CE|6+%YHRT%FK-S#6
M@!)%S/F'#-FI)""SC<%&%@ P(-O'Z3QZY*@"J^G|?+QYEZ&|E!|_.\$1D=D/V
M'%J^LV#16VQ MFCCD-(>|>#U1X"W;KJ8)S:Y?0B69^V<#Q(29)<):%>M
M6F4"P|GJC&/#^_7JK<3M+9LU5UO.<+7V;=M*S^|=9?" ^NE^/W3&_TH)WO^
=|)KB74|9VM;ODK |@!?!@; >&:-S=D>^QV
M!=Z0GPECQVHE3Q|C;YTZ=M1JM5;-6RK82!(1R@D-6ZK\$EB^+TC9!*G'QN=/3
M3TYO>?';?/V>FQB T|/2 YL2/D.SGK|ZK4<.7Q\$IVM3D\$""=UJOS1L_*EB>
M1_*S1;+T_OW|ZEL!_,9LW:K@'&_0/>XT:/5YK/'CARER3C_26+ELB:56MD
M2_1F|7*A"|\$9;O>7GWT;MIYLL,\$^00%|_)ID+JN@EXK\$|)SP1Q:+EG!:-ME|A6
X"@K,BX,90%CKR-&S;HWK)ID_|=|EV|M/2;JC|D)/A=,CD_P7=/WSP0#.HM%.39=|C M
A.F0=(2S) 7JO|HZ:-:E6\$AM*%1-7_RQ\$GEZZ.B!0+Q4#CKV EL!FV0=&40
M*#&#N7>RZR2ET%_H)|JOCQ|_KCR:5-!PK|3> 2"^S|3;F2MS>?3/SZ.\$C MI9A!?
BY=N*!)1T?>J\$ Y>."@^@)0%.\$;(YA+XRE5_X^Z'6M9&Y,I>_%EUY M)!X9.@.W=::?
_,E=%W@6P&PXM|09/+%S9O*&7HQ00=A|/'K5RY=5E^ SA:Z M1!|F2MS9:
|E>KZ_RC9|RB D>3N? \$E%3D2N0F"" end GRAPHIC 17 image_3.jpg GRAPHIC begin
644 image_3.jpg MB5!.1PT*&@H-24A\$4@ #.D=3" 8 "UVXRY"7!(67,\$SE M
!,Y0%USO"5 !N7\$E\$051XVNS;P0D (!#./=?6@<0'U+NET#Z%JW+4F2
M)\$F2)\$F2)\$F2)\$F2)\$F2).DKDXXD29(D29(D29(D29(D29(T.>D M;R8= B\$PZ \$)ET
M (#+I 0&32 0 @,BD P M)%):!P_*3#@_ \$0F'0 M (A.,@ !"9= " RZ0 M \$:DT@\$(#(I#/C
LW7W()54=| #C M;NIFNZ:66F1I+|2U96:F891LM(JTD?Z1A;2QD9E^4=E6H05%\$*
(4B)&!=8? M9KZ4A94&@I8OJ4661&JY5+I1VMJHX=:^N+O|G>VE^W>.S//O3//S+V?
#WQQ MW>?QSG'NF3D03SIP| M,G)ZY)(T6!RY(W5_MY
MIWXRL<5CTRC,B)T6^\$OG+!-_GN1SP-V13T5>8?<"H+T"YIS%.TRSSNR=
MQR/|MU2N_%"/1VJ6#P"8WW|BZR-?C/OYPO%|OGDGW|QSO"JC?K'@<4/3L>|=M7P
\$"_?2-U:Q|C.O|!-^G,D661-Q85/|HUMI"+*XOMC#2=A9WY_U=/?XN MGQDY,W)+&CQI?
MH3|O>DP5/JZ:YG%|?RPZG9BS-W1=:E|A.: 4S2H75A57NE
MO0*T,72YS@S+:2V5:VVR6,|Y|P#G|')O+|;838S=|X/B3DW>KJ/-8'^DY"8= M|0EP;@\$
)B.DU*WYH&L|_L>+8023|= \$0: +/X. TNJFQ+ 9VHS0LNOYZF M/_|M)GH-L=
M6A<_M%?:*T;0Y?KS+#|H*5R79,LUG/. <Y>|171FYM:>S^T|BK5"%|@CG? M'V|249|
YQ8 (!)+4_UWE;3).O|1X|5QPXBF;V)|@#Y-U.:WOMR'V|249|YQ8 (!)79JZ M,0|DG?
_XL>+8022S-Q'0EXG: !3V&U+S\$|71Y;Z7=:)8|&5CJD%M5|(EN2 MBS8 ==M'M%<
VABZ/F|_2_-E^H!VU#D'_.?L(0Z(7+7(X_9K(|2G?0)YG!_ MN\$E'?0*<6P";QILBNM/CS0-
;YEX|5QPXBF;V)|@+Y,U'Z^8KE^&#D|N+ (MLC2X*^|ED3,B-U;|C\$_/T'?
ZB|A%D7=&CHX<\$MDWLB)R5.0MD<| \$?E;C,W|? M>8|#:E%|+
M5_"N\$MD0N*.G!MS.;|JN\$QW)8OUG', <./^7_G&F)_4Z!?!|,PVNP^2;B|!>=%_

MC=^71XZ(K(Z<'?E>Y*D:GWU\1GH\$S3_G"3COH\$.+<L5%XG_104C7D@
MZ_S+OXIC\Y',WD1_SM.17Z;:ZZYRQ7\AZM9\$;:|+;V=)>1XJ?J_,"9&'2SXX
M;^OX^G^G&R+G1HZL^9EYWJR>JC_5CG9=7*,!O2>R+G+0_K>5+ZB>&+D\E;+M:
O\2/:*P#H2K\D9\N(OW\0^596;:,@_MFMLX,')69&/%I=R6!@_K@'GI(^F+VBK
%NH+0\8>?TOMSSE9YU\MK#AV_M\$,EL3_3\7)3&CSE/'JL7%%S\J#-NI_77\Y;4L;f(X?
5^,S#4_F=@_D--\$MZ
M\J)WFW!E9&JEGPOW\N53M8MD:AU9KSJGXC3Q8U(%I>FYQKG@BF4P\$^M?G<;f2
M7OG^>ABOR3GNR/^_J*&RG;!B.U=ERP,U*!%8%I/V5=6Z_?L*OHGD\A)M\0
ME)^DN+/'-J\6K9BC\T*^.(^V"@_8"&.38.7=.PHEB?VIUSLLZ_ ^EAQ\!""2_M?LIWE'TK\N'(<
<4!,3D_M*7_ ^)RO4@5L=6JUX1ZIVX3*_ "6M9@^4X-/ +5(64!Z&K\Z.*\JLKW#T!7^R4Y
MIZ;13ZE?.N6RY,G)44\;.B59&*A?"\|GK_7J\$/D!_X-NUK#ZLCFRML^UQ5_MBSGI(^F+
VBK_ZMHW#;|QYHXT>-%#FW_.UOE7^RN.'41B\J#-NI!/%_ ^4_ME&/=!)_OI+/_DV:
f*TT37\CT?.2M-?O+-'E;?HO=RATJA\ ^ACJ?RU;>M; M+-/JR\$;M
M##_@O:*P#H2K\D)T^<;AKQLI=-N2QK1FOG4U\$."P/U:P&8KW/V
MJR;2\J>;Z0YMJ'M'QWY;|GVMQ>_!f/>1\7!f!6_0_U'7^D#"CO2?..=6V
MYIRL\Z\W5AP\B,3D09MU86U)&?)= @).JFD)<8".V;)'?U^KHL\O^%MO""R_MI63_?
-2ATJCK2_;;K@D;L(4Z.'*#=@'H6?|%\f14=*5?LJ=MNF3\$SZZ>%%
<S&KK'\$*\$HLB(H:B8(!>P4K(-)RFW\>^;V8G&?S_ ;O?MN\N\ MW=N\1\28Z+|T
-7'4#E6^EU-;:>RC7\^0H_M?%NC>Z;?.I2OO: Q>\$T'@& MEW\$ #X*@
@*)83M!C+>*5P6M_M6#_V,1F?7*_A@SK_I=^;H@\$D#QH:BYP\$SH\$|5?&808\A2
MP\Z:>? "EHH5M!,T2:/f?U!6>!P;NLMY=XZ@>P5-\$S1+T#Q!G\O_/U70/8+.
M%K07F2M>2Q4K"-I1T\$ERTS11T%N"/A&T4- <0>|*>EK038).%+2MW/#Y!K;7
M>U!6D/^@H->EOU@@;?UK@L8+.E?0GM('F>JL+.D\0)8(F""D)T#O2YV7_M\KXAZ
E!UPHZ7M!V:QW7W3OT^\$|U-V\$S1"!@-/7I9T/O2GLV1\WZ:7'?C_M!(T4-
\$A0#_@K^"O83R5X3FTCZ%BY=B9(&3^2MI1MZMN"_B7H?D%_D(' _O"Q
ME=%;T\$&"Q@IZL,T<6=AFO7^&^8DUNPOXS1TMZ_9!STO;.'^9N<| ^\N<.UJ=/
M>97G<_f\88;D."1G_.<|R@'%YE=-V\$Q?BWT"7= TU@IX5-+-K-
YV30T3U#\10F\T*RTL_JY+YKPW+=+M&GFE2;@_V.\3U9CIN_M0\$P;#W
_Y@Z\|^&O^O%30HX+>E'-NOMP+O"CWV\Q'ZU>35S=!0P1=L\$Q?/;%S2W\$7^'6.!0=
fQ(N>_3S_DQT,Y_MXP_W(<4FU^M:C_JW=>&O*Y#C,5BMZD^|X^:/(&_N03-
A1T8X5W\#!E19^A_M\U.&%(CCF\9W_0OL!89XMH\ODE_*_CN\$/5*3<4_H,4^J<7Xf
<^3"CYC&Y@W_MWU7PGV3IW6TMZ"^T\,4)17+TW\$2S?
LGG&TA9\$_"\SKP625X#&U\#ON\1<4Z%_MYAX_%J#+VF;W2)FN*U"O&
('J\O'S\J7Q20#EPG_L\7\ _?(*^#_M-+S.37@>="7\H1U@'G=J\Y91,_">='R%R2\D\$JGS!?
%L,5X\>@\$\N4/_MSL#XK)^|>J<;X^G.%74_ M72?D;#\+;%KCL95!^+OCX'66?
D32=B.f|_NF>f|./WH*NL+2.^?;^f|!OX*_2L!^YF%CRHI33;XM/FCGP_EM
M#>3STV633BAKMKOT677G/ON7/@WHWY>\RNJ47RCT=1UR+!:K30UA?V03R
_XLT_I0-G7"!;4_ME);.?.L&O\$|Y2"/O18\DNJ" K_=f\DOY1M-IITXFG222G.#R'^^8EB;&YR
M6,GRO+E)P?|(P^^.S\DOH?(-\N>A9\40*8N@OY8DQ\$.O_R\:/R10^P'4BX#D_-|X&>7U%
MPVMRPO.@DT8W<f\4C(-O^U'=Y,3)W?4B>59N.*ER8UB1)/:P&G*IBN0X&=_3
MHDYZ2AYYQ1=?KC\$V)ZM'6=(YTQ0R5QA7Q/f\2=!?.1\>4X=2<<>|VF
_*S: ^:L)F^%O6\$N*Y#_MCL5BLZDA\8|<^@+D\YK9IZPF:"+V*?|M_M7IWU4;_+|M;K/1H!-
'DTYJ<7X(f0WDWRH&'NHQ3FSFD(?7%34S>"f6UO0/PWJ_+'*")J):
M@2_ (^)=!7F=9TG\H>W2<4Z%)!P_" + ^+PG'CA!(OXF_2&9SS-S-J^
C^W'9\OV_B2X9DM9/D: M9>?EIGD=95CW(>W1<4Z%)AT)8&-fM\U")6>%
f0"HYR3JCSKQ8_ M*E\4D
Y<)>@*VUO"^VP)/75)JBT3GP1X:08S'4C\$.W:T_AT7PC\$T<3"RABRK*
M^&/%F!,MZN9)!=_!%:%#GLZ4=M^6#>#/_UN\$7Y^0MAZUF4WS3Q!MSD
M|<\$AZ=Z'PX\^9*>_+H2#&/@K/_Q5;/9S"=84-"V_M16;CUV5JGT-8@DM3-B_MH\QFUY0)-
EMRH(^47%G1SD@&+SJR9MIF_ ^M+N1U'7(L%HM-#7%_Y-(7(#|@=Y^RHJ!)V*?|f#
fHFF",VA|=)Q3H4D' ("E<3NU_B+H#@YS3JCSKQ;K*E\4D_Y<M)@(.UO
^UP+/,1J>!R0Z#RYP\Y21@=!GVETWB?P9SR>BB4;_RWH_,IN>TM
MJ*/4#|f^N8N@TRF\5;K(6,=4D).+Y#Y6C+F>!=VL3^f"B\X5Y\2\$CKB31LW
MW8T6\U!_P3UH*S3NB=E!S+<)'OY%6M(>*OF7%6-?4G.O_.73.ZD\,L>?/_P
MAJ2\7P\|V#J"?BCH,D%S"\A_CP4?RO(f*/T-%SUPT>2Z3_HS?P\%R;4TWN+9B\+7
M*>S8;8)^FA3R7\%:6^PC\1=/_KH>RM!HP1-+;#KJ=(&\HMT9R_F27EV%?
NT7O*W_!9P):" M3B\|ZW9#N?S0\#UL"P_PAQA*J=(=O...'.OUJLJ'Q10#IPF10>_MK>\$fS
+/7VAXCDIP#G#BZEV-7O;_4C&*S33Z?C'PY^/NV06:9WR/LD+;Y0J.

MQW\SE++\$NFI,+DRITB5JJ6+,,RSHYS<?F,KCJF[K6VA?,XRMZ)QD0(?#LTA
M>|W096^@YL..HC>*K2EETXUKXI8OGIL72ENY8L6Q^##AC@+RCFC(X>B^R;V
M+FM1=G"E"SAZ5AQ_0|H.ZU|T<"|.?.^67OXH#;N'BC 8|H,^*L4(&Y"60'\$ M|)IK*P4?
RS2.LF(%^!CW7WSP42>G%!C_5NDSBV!M:GT+4*A%:V7EWC|G|_CR
M@"XE>7>A_\$L'MFLX!Y2*7VW29MI\$Z.LZY%@L!|L:ZOZH"5^_#\$S^Y0|"XS/
MS4^;,%AR/"VJ?#GB?HKO5<)>HG)7.-
OTN@.G;:G'N|6530Z.L64,;FCAG+PN| |^Z&|GBW^>6Y#6J@/R; MUM1|B/8>M@4"
#7TH?HO8@O^M1|W8JBY0YU|M5E2^*" =N\$P*M7ZGAQ;
<%GC_2|+P|P3EPF\$8G'U!VJQ/0G,ZO"/C9^\$.IR9KGFT35;E7BVY"> MU8S-
MQ2W+SGNSHKQ^//U|0SJHYT<,X_?3A7&*31R1N4W<96%7S@|Y:&Q|Z6 M?
%#:6ZI_4'\$^7D_ZV|J8B)EQ>.=#,Z10TE|XRD?|'4QP"=TW3>Y=SE)P^| M0WR6D|J>
|1%?Y7 &CZN@.Q_&3OVL8X%'XV-Q;^DW'7? Q<>FD+^F+,4ZH M./80*U_3V+|E|?
RI7@&M+QZGXU:9MIBW\$L*Y#C<5BT'W(^R;0'| MS3Z%|3VCP-@=2H|+N?!K
MVG_%0CYU6>R'F51L|_-"I(33IQ|K3AHH4FG12 MB?-#BW|ZRGU#WG@-
#A7^*N/GRKBJ9Z6YAX7+55IMCA*,RY_! ?RS%GNP*LVD MPS2|SDO0WL.V 9+@N)
|88:B"VJ@O4^5>+%94O"D@'+|I/"|VMX M;V^!YXX:GO%"MQKCKT|+?VW" M1,\$|
L4(RWLT'|H*+@,X/*-P3IUO!40;T.R,TW4ZF^N,7OI\$|17)'D.|H(MMDT-
V;E@Y=^*|3|B_QH1|Y/Z|K=#&_#_ONN^R;W+/0I>5|?P5|UZ*|B6<.| M25^<>G0
^<08?"S?^&KCBYGP,7TY\$*-W+^J.5|.I32;=\$XQE).X+V>W: ^1LX3 M/9%3=R*F
|JN|-.C"M*\$B|B;=E.+|\$.?.Zf9+Q4>JN!S@Z6YOY=-KE|)#
MYKM^*/M9@M:MP4MUUL"-1ATJC!FRO8=M 0 R"XE:|57/\$+%;DEM
MYQ0YU|M5E2^*" =N\$P*/ZWA09X%GAN0_F:CE' VZ1-?O;%,C.,6C=[W"/2Y M^-#|)5+?
=+2V_3YL&^8I^\$RA|LTNIRO&&VM01Y;30)=B5
MLL*T/'Z#+/|@|IB,,R+Z7AL>.@=GG|0WX?|J|UW^3>Q?37K^"OX*_J^*L8UO!%
MFC%/AV2>I.!CSW(48Z;H8T+5R;JD;J|H R(#;: 67*;IX/R9|I&HMA63M|:N2|)0"?
ZGN33LPQ;:A8|_DASJ^GCU#CGW4HO_&7 MX|I^AN;Y8PJ9OVUI|NU74^8-2ZR?
NE|=VE@S?I6O_85L|V%;!{(
M':M0ZXL7Y@L;:"BVJ@O4^5>+%94O"D@'+@^77M'P|F.!9S|-S^D)O?L=J'5!
M3ULZ%4O\$ "B9H+Y% H_ U39:Z"5W?X*_BKAOU5Z&NX)ZD+#!Z7/%TC!1|
|@[*];)%W\$F"GZF%|U|C-2 M?U5D(T-R;U(@-HVM28?Q4,|?GU"0;|X-|VG-
*P: ^ZLIDV@'7M+A8+7?'-UDB-<_%3R.3,S>P|8 M_) Z|BY|I-
@;:%47J|.O%BLJ7Q20#EP>+LW2|1%|9 L|5-#QG)O+>N4#R M-8TN^":H3E@B5O"Z1O=|
WVN*Q3/Q)|2|VB05Q>-'B^K;:C9#>1/5@Q_F,5
MQONQ8KR'+;UCOFTM|Y:LN52^<\$WG@W8U*/L%"C|C/%U3JL..NE|P"5WW3>Y=
MYBMXO>XGX: |1%#)'\$G!QQ|K,,9,T<>\$J|OBK&N-#OOKJ;T MFG0.R?
G|/%PKRG9+S^X;S@&EX%==V4P;P+IV%XN%KOL8|D""D*|/*,!K&T.|?JO@<7%B|AZV!0 "
E)%W M\$0@WQ:QH,+J'"|3Y5XL5E2|*2 5B#|="E&YR|?T_Q3+^RP',TJ3_A7O9
X2C%>'<:D/Y=WE'PVA#^"O|*@;|* M>0U/5(QUHT?S)'8?
RWO|U1S%F*GZF!!UTI7RBRZ8=C,L|W|T%'*?M6ES30-K&MWL5@,NH|A?
Q0RD!_XHO^9J1CK<,-R'QF0 M/?M
(V=73^3L1N8/6=&DDTY,&RIB;=))&*0P=C\$1'R".O|J
M|T|YHH!TX)P;:Z&|_ (6>*Z@X3DO@7=^?
H'W/A)+PRKF:O3?,9)WV8W(G)SQ/K(|ATXD<|>AJ=|?N8;E MWES!:X:GZVJ_0N;K+?
K_\$'3?Y-YE2.LX;:R=/YD@*/O8^ MAS%FJCFXf1)WLKACG+TN% @M=|
|'LCT(&|@/%_<_G@E8U+'TY(PVOLQKB M-24Q>P; @ !JC@O)Y:XU7!L8B(^09U_M?>A?
%%_.G#9I..="SL-MST4QO^S_
__LG0NP7M,5O_>5O_6Z|4K(6OL2+J\$2\$52F.J4CU:\$AF"JA
M@@2MU*/>.F:490:|BB=#M5H\$A4J|)"%M\$@|>AN2E#1*A\$B(2\$CD?|
MC\$SFGK6_|YR|SMYK|_|O9L|D0=1PI^UUS!Z%KHTZGP%_!7WGP5Q+|!\$F\$G(4!
MM9\$4?.POF?,!O-'F5O-R)G,U;N*|G'E|F;79_.^993IUS'BF4?E&<|=
MS6AKJG|5YYCI&O1K?|&8|+*Y?U(|I@?J-W_/U4!S.\$C&=2XOAM+'9N"MRG
MLUJFWX|C\$17S"+;M&BPZ-P=<MOYGE@J_Q37QTH"88-'=CD%G|XO.|1'7|?";P7W+
%>G3N@6|*RUU\$.CP#R-M_ (SGE'OG83>L3GDG4#(:RE@Y|)N<-RR+NEE'|O|D70P/_
EXP@YMS"5_ZU"QK-U%CL|!F+GMA8|5SINRQ)|.,9L MO_49>MP0LNTIQ?
FQQ#_3""EC6:A>IMQ."N|/ MR%NF|BUO_%&5UFF!3I^H
MRH8)VVFM00IH_ ^74/9EUJ4))OY;0YV8.GU&IPM4Y58V^"OX*TY_);\$//ZS<
M;@#@(@4?VHCC)FJCY%8)B|0,H8RM9UC57J'= PW9CSW4;O_Y+Q^QL|S &E
MX%=|CIFN2:5?AOB+22_|6-Z/?(Y??O*=,)&2.8ZO%,(>|I*RQV-@5BYTX6 M.Q<%

IE,YI&'JEN? \$N*&4&U/*\ZPAY-PEI>[9VMT>;3R& M\1YC"P"
ULBZWG:-3>X;8Q\$5\@GW^>J#K"B0#CXGA6T+1AP;VV+ M\ALCK./#JX,2E>IW5>6F(U
.BRSU(7%S\QPB/X,9\1ZFW"XF&"80,F_((>J& MY?YVM><)F6NJ??
ZSZDO2ZNK_F;2VFM954VLUK: ^F#=#6TL9HV5=-F5=NFD54. M?
1# 'S9I<_LYLO+ FVV08^9TZMC&4AH>S+?G?Y7HXZFJ\JMOR>IM-7X*_@KQSI
M*XE\JF\JW)" VD@*/K:7QQ@S51\CL4S>5N7<(+LE^ZDT#^DTJ^P;@#IO|=L\ M5/9M1?
MZF-*P;_Z'#=-\$W. #CT6DU\VL;P?E0GF!WC'O;F\$C(.9Z000(>H
M\PN)XWM9\O#P%Q1J'0%("C&M5&(H)-2G\I+--@>3|=5(>.XXX80;4^I?^6T#G8E
M(?...N0<0\AY5EC;DZ8KAO\$>8PL @%?
MKSI(B@+IX'-2V+9@Q+%9K\FBLR6BNC4W9GYDR:_9++D/ND'I/&RIE^,%YHGZ
MK!WG903=%<^JQ.(N=^J0\Y1A)OY!>RS;[SF5SYH+)]7EY.T.EC 64=6\GI
M>G>Y3%46F5PL5\$W7Z12=.L!P5\ETH=7\$3*Z!M1&40"Q#1YCS%1\C,0R:25D M-
#'909-!Y#.CS*>?66KW\W.^-T%GN: 40"K,8V9L?5K2;&8\+*/Y?V(&\P/ ME*>AC^=/?
B>D-KBHT+B^&\$6.ZPJ#S&Q;=TR.I5W.SWV)+7C\4E8,\H'S&6>KF,H%YHC:M-S+J
M;23T;B@@\IQI"[N_KD',/(>?J O:M4UAL=>WS\O 35?GDI,3-2%C\R, A.LUT M6(_OZ#12U?
>5+O@K^"N)?9@J^VT#:B/PL>&-^3'X&(EE0KWCM&.RNYU*Y#. MKBH@|07;-
'YAPCJ=\$^=%EKR;ZPTQ-WQNC+?5SC\|O;8X8?I1UN:*E;JV6\2V
MK_ZV+1E&=N"JFU26&QU\?/JY=0;R\|L>Q\JK+YP\BU0W7ZJHHL8)E-Z>T\
ME1\$6/XKS79T>J8XU+OK.\|6Q!_X*_BK6/BSED Y\;AC?@P^!E_2J8U.*MU# M.H8',YZ_J?
KWVS+^_H#'.2#X55EC9BS\6F(L)KWL8WD_X@+S V'%\JD?TCG? M8N?
\$0.R<:+'S5,0AR8_9.*OCQ_:4^E=LZV!\$G+_7L/S%Q//CQ?8J3IBF&\MQ\@" 2(&LBZ"?
TZF!.=9Q\$9\@GW^>^B K"J2#STGAGUMTCV'0>9%%
MYW7"Z\.'3F\9\F@^D78@FKY7!EGJ;)\/*TF\|M.%4>_NA-Y5!64_2\|C^00W/
MGT8\Z.@;6L(V3M'XH-"UM=+IT\|M\J;J=\$1!>QL4-N&\$8C^%&>/.T6FRLG_%
MSI8^T&D?^"OXJTC\|I"1M> V@A\;+K^G=-^B67R"2&C\Y/= /57:AW2.SWA^
MD;ILREJ\;?C/X\|P;_*&C-CZ-=28S'I91_+^Q\$'F!_PHX_R\Y\| ^)Z0WE;.
ML\CY9B!V_L\BYX&)M&4.>8AIXX\;4JB/4/M7C.M@KQ.R^UJ>G4L\>Y# MB=-
M5PSC/<86_0 ID7;JQ?PFQCHOX\|O\|4'65\$@|0&@K+9PED7W\0PZ
MQUETGBFX+O=0E?()XO^JG"CQ3_XH=O'O2ROKL).6MU&N'(WIT5-N&\$8C\|F\$,VYZK*
MK;#OJ/H/ZLS7:1?X*_BK"/OP\$D+&O@&U\$?C8=/T\|T2RV0!(.:9R>[J5-J' M=#H0?
FI"QO^;W\?W8"O\JLPQ,X9^+346DU\VL;P?<8#Y 3_Z*/_3A\GN086\MIY@O>Z^WV-
K#LXW=+/:93?=\$VG+/(0T\8?-Z10'Z'VKQC7P<80LFDGJ;. MA;XBM.U)TQ7#>(^Q!0)
"GP>>;&"??[H]Z)AL"P !01ELXW*+|<0;= M3UIT'B*T'LT-@7.5_8#.
#3Y8)ANJ;|SA>5G#I&7P8QZJ86 UPK*;E+9-U%M M5/2M_UVKO\E;:&XJ;!O5WX=%XH-
"U6?&6VJSPTB'\O91V(03BOU%, NTYZO*MP;T-09 \$^"OX*\BL,MA(PA;41^
@T_3NW_1++9"8AXQ@FN|^CTCZD8|A= MU3=I>IOG.2#X55ECIO1^+3D6DU\VL;P?
N0;S _|T46WR8":|Q'TGC+ #8NMY MGNT;::'O(0%MN3'@.
0Q;1HQ0^SU\$6K_BG\$=S!P\$SOI'D+EP)^M2B-11-HT6 MVO:DZ8IAO,?8 @
\$@!Z8=TL,|_7WV3#0%@"BC+9A;W382NI!::Y!,<929S.\$Y8=RC",9\8XB\#|A0/YD00XE
MQ'.7\$|L-1|>%IJMS/W\+'XI.#ND4TS?90U^X2N&0SD!5WZ3I(^VPJ_*&S.EIVO)
ML9CTLH_E_:C,L0CS|SZJ,LD1C#9?::@|Y3++;8^XJF^IRWV_9"A;34XSD\W M@.,0Q+1IQ
VOUT>H_2O6=3#JRX#M_'|71;J;(OJ>LDM.U)TQ7#>(^Q!0 M)"T@_I8)|_OOHF&P+
%!66\|_|:6'0UV\+;IF"ZR_G53EL^%4OE8H MOAL\$0;VN(FH_.W?
H+R,Y\|RWA&O7<0>L.Y5Q7M+|J)^4\% MXH-"U4=MKAKMV-Y1"IMP0K'?-
;OJ\#=#/BZ\$OX*_BJP/7T_(F!)0&X&/3=. M<|LOL4RN(61,9K+|/H5#.H8YJK8)T\|D\|V
J_*FO,E-ZO)<=BTLL^EOTI?BZV;==K'DVW\JOJS;#. +O9USREY-R&URG(_|XY# M\$.F\$S?
\$7!^A\|H8U&HP\|M_'|D<3O\Q;<H3IBF&\O\@" 2_I MAW0,V.=??WV3#0%@"
"BK+4RPZ#_#H2\;7=CA=7=CCK-5/8#.H/0S(EKY;Z MNTM07JG-
B\|RZJ4.J9WC0'X\G183.OJW\82,IYGLGB'L/>4?%GOOJ&37;RQV/5Y-C6'V\UQ/DX..
Y\3)M.W!!S M?83:OV)=!S.TJ.S;::MM|=L7""N^+KCM2=,5PWB/L04-"0 C\$?F;
MHF\G\,V@LX^E_YPI.<60L>OVOC\|S<3O;W9D4T\+WD^)^P>%JF%(6,7A\8V MZ+1
81-.%M2773H(|@-G\$_F8#W\%?Q59'^YBZ;M'!M)&X&/3_|<|DLLDTZ*
M_FSUT8YM/D;)W;3FVNYNEK+_X\YK@'8"K\G#+?;Z7W;\FOF/2RC^7\|R#68
M_'G\|R!"QGI5^7JM2SI7Y4HZ3QEAL=?DI^ROXNZE*IN&*;N^64#^&X3<@QWG M96S
<4@L8W8LZQ3 M_0 %(@AD,ZV.=??WV3#0%@"BK+33IM);0_ZE.C0\TF\$,MJP@|Y2<
M&+L,>4RWU-LGJO)YC8YDD*AW2VQ/85N\<" ML15^M3AEQ|=*|M?28S'I8VH\|T>NP?R
/WTF\OR8D#/*L,1BS\R"O\|R#\+<5Y>#SP.B6',CF7NCSMNB'6.(=3^%?,ZV_ZJLB9Q
MNTR*NM3N\$N%M3Z(NZ>,JUJD @#?6<15?89_|?5!5A1 !RVS+4RU

MV##"@8Z1%AU3A-27N77E464_H#,83;L4_@|/_|)T+M%9%%<
C!45\$.0H;W.W'40>+|YY_O.S)S9|_U: ^T%BWO9,V<>>|KSO"5_MYS"6-
3DRFJJC\$|O8@K|HO>4;7F;IZC! ?W5E>LZ0WWG\$YS+"D=6";WSO(AGO-
M=)RGD3GM9C#%CRW_L::WQ*)C*X=YO:> ;6BVLf_+6Q9|VY(>NEF^8U5D>86-
MBLM?:>W#(RQZ5K+L%\$E|AX|M;A_C(-|:R^3,^#^UBZA|L:RVO/8IZHVWVB^
MC|O1>5Q\$>85?+4?H<:WF?JU|+J;=H8P/G(-U@>J3>|&BYXG':W|O32LRTGC;
5U)8=)^=|QT*6O="L
MU7%W3KU^Y,B)U3CO!+Z|VYI>Z&D<0A51G|D!_BDRA8L|^;4K|RJ.CO@GO:GM6_HD1<:
M#O(HFRIO\$@|AY'&|1=|/%-G_09;OF_E_!7^5:| ^?8Z^BR-H_"QS>MC\$*2S M-N-
R|)U?_J|_+3CN09!_O'F%7RU'^>:-K?TZA;F8=INJ?7SD&JP/5)N>M+4Y M%EVOFK6Z,FS
|H;R<Y|J=UWH!Y?MKS'QNU_KXE\$.012WX.2J#M:4U+L|W'/A4 ^)WK MN)O?X9Q_??
5AK2B_#AJZ+9R2DX|%/+-LTH'<|RH)7;+J'1UZ68EBNH30"=#1O_M0OCF;_I>
(-@KHS\$LW3SF0VYVO8IE=8-U?|&D M>;Q)M|;|_64)|D!Z|V<|C\$TL-
CFSF49:H'FO#;!A7E"HL.Z3>|E"@3|>|V6;|C.O@K^*M\$^|_ \$OB|)T7E&!&T=/K9Y_M?
0R"=-9&YN%Y-Y^?VV ^?U3'N=!.G'G%7ZU<4*.:|7WZQ3F8MIMJO;QD6NP M/E!|>B-R|_
U"C6_ ;R8;C;0F,4X3S"N1_D8>U#|E48T&!M(8FE
M>PG|>Y/|1;38YB':;7858R3;_&S#/_Y;YCXVB+|BM^UI+AP3:GM:T-M|I|%/I
M|3'0#_W0#_W0#_W0#_W0#_W0CS4G(85S_J'JPU|H'F(Q>!T9GDV)R_/4W8@_MLRB?
HOQ%3%DH|11Y6>;=@"/&J3_ ;6Q(4V3_5D8C40QVG+;=S7D"U-TZ+(OU|
M1D|^Y;_1S1O(XY8%=\$^G;|/!=|T,MZ=|T:Z/97D_/A9!_A7F7WN97%2@+|QA%L^* MT(?
E3JK_X_FN?'F%7ZU<4*.:|7WZU3F8MIMJN;QD6NP/E!|>MW)_H.R/4-
MS..ES=V8R#BEA9L+?(-7LI-U-A^T!#* M#|*,<1ZBV697-4;"O 'S_&:8 ^3UX7?JH(\$7)-+V-
*>EU=YCGTJ/CX%^Z(=^MZ(=^Z(=^Z(=^Z(=^K#D)*9SS#U4?UHH"S4-
_!F<_RK^976|CV:> KGU97LW1 MM;J@KBK+,N|_|ND)T G10?
G@|/%4?._%N*|LVS88%JRB#^0Y6J6#QS6C;3) MO\$W8N93=R-6A8#|E.^?
GZ%S)LJ?'NEG/|+GVTEY%'W_-H6T_7<|SNRER<&_% MR|4L.S28AMQ&>03+A!KEX-
HFA+9!1>E1H"V^2<4# \$V3P* @OU"RGL057MFQ^R M ;0H1^ ^#+">S| \$K9|8-
=|.7|76,W!U)CFZ\$|47;HSL;WU|E=,|#!59K^2GL? MEO)\H\$#;>86R3>9&^H/<7#
|*S!_*Y!4^MOG;)X)T/H|TP:<+|H7)E-WH^UF6_M|8UME(.>?
5F&L=QJ|&"MFUT11*,WK_"K|8|KM??K5.9B*=A4K>;CUV!|(|IT
MAA0HGR>H^,M&>YHY;"K!Q&W;Z|2"W_(6R|G&Y|2#O!IQ&LMK!=,93^Y?7MBE
M0+IW4?;'+=CF6A9|XU|J+99E9EB.L_(K>SR;LE<> M|J#LUDTYN-'1|Y|EP.=
<@MGR,I.R ^WV/?/K>@WI=,7QQ V;UB7;F MW^1P|2L%=8T(4#?C&^@|UP;
(E|3QU(+YD8'+4RR_-/U:-JH&QT23+2%:2M|
M4|8D)"|9R.L#2TG/YK/O|S86+&NY+4|.V.BF62_3MN45D+ZF+XZC|!#K?|_M@7
(Q!;5@<8PMO_S'LL48|<'L^QNOB8|*8O@ES^W9CF Y1QCJXO<)#L_@K^ MJ@GZL-
C#_Q8LL_G&!TO SN=-.VFI@T^R|SA9(-<(8SMG.|PK?&SSM4|\$Z;3/ M|BQO>YQOOF'Z-
H)T=.<5?C7N<6T*_3J%N5@*_E7K^,@'6!^((|V)!>I-@WE
M)>Q36':F+*"DD_FS|MWR'Z1@-9@XK;(W'M:;9\$^N%=INW?*&NK-O-W"1R4 M0|FR(?
L|EMM8%M>A>Q+Y>P7BCH+?)G/(<8F2SOH9KY1UBK.I&R?:7F_W^_
MHCF<9IM=U1BIJK%XS/NYF.>G-?)8P?*/VS3(GK6"N_A;7.T303JUV8L:
MN|T_3^3VU7XY>5^&A4U>85?C7=J|B>I_% M3V%V9CH\$*A.))UZ#A//#I@W0:.*-
;U)D_S4OP,LM8@L|E>4%AP5HPR'|D;|Q"OQ5>OXJE3XLR\$W%,Q3,5>|CFZ=|
(DC'SJZ4O=#@ MJGW+JP%?:+,68#MTCH5/'7F%7XUW7)M*O|8^%TO)IFH;_D"ZP-QI-
?;S M= MU|%",^=US M/3|B^DH7Q_GO1VXW?24*MV|%=;%C'?G XQ!.,>3@TA|8/O
PAMF9Y1*6ESS977F!9E_X M*_BK)N_#+7R9W!ZJ\$UG_,IGE2_"Q"-
*L/^HMF04':#3;WM_#&6HIK1UY?L M!Y6O|*DOK_"K<8UK4^O76N=BJ=I4#>;CWV!|
((|T9./N=RRK2M;#_ ;1VD%1L M_L(5|BK#8)8GR<^AW0DLVU;X?
5|E>;OD=XA=NY"ED\)|Y2\$HVN^HQ4HBO.(OT M|/>OE/;!A%\$Y-GZ'Q-:84DPK=GN/?
2H\$Z4_1\$,1\$,1\$,1\$,1\$>H/|8U MIQ!H.NKGLO14:NP0I/616ZO.I3E
M&I9Y#NI5;O9ZU/2Q\$ QJ!U%VHU(G-XK)C6%WL!P003W|@XH=E(F!38T=?*9D
M6UG(<@-EF|O= MC-T':Z;+|D>7Y!LI5%NO'L7PF<)|Y3/2PL\$?J'L8PV|N)9
M,PE82ME!_+YV).R@QD/LRPKT9_\$GLEMV4>9|@-!7^%/KPV4G:WL"PIT6:F
MF_|!SX603H1Y#_U|BN!Z7*SKP3\$O6#;| \$KC*^>SS&299'YG)XN>@RWYOA<+
MGZKS"K|:W|@VE7ZM<2Z6NDV->7P4:AZ\$|8\$XTI.#TK=2_<\$ZLN8W1)&_<,D7_M62XG-
YNI+3(|@N^2UV|^;N0*/7E?:OKD|HKG(2G:|*K'2#|X@C22;=_L;(/ M-LB2SX<)<%O-
EL4|6_>0@Q|I6S@?SW(.98O|V2K*MVR.?HWE,I8'6%ZF MUH,G*|W?
Y=^FL(QA.99E8U1W;:9F&4K9C:QR*\$<.C;Q#K0O#RTW;F67:RE4L

M9[#L0>D&\$KBD@_\$.N"AI(#57.-CUIF_)24I=TLOZ!LD;X'BDTM9-
E&F4WX,MX16>3U3GFM"!EJCJHHGW^,|E2 M;M|\$LX*!|P VJ'9S_DC2<1,5=5/L
T*DH'@#0 MKP'*@ 0'1)<|CCEOQ*U!XH* % 1WFIQA*,>Q*!X " =D&0#@ M "(AN|3|0-|H-
T0A\$!@'X-4/8 @&C9GF4>V0-U9K%LBj(" 1F&XM= MFHWBjZ@> @+IF?D.I M^X=I'0\$
#0!N>S|##G#A6!1>6H"YQK= QUC3!%=E.>"FH VN9JX MBX;4Yl-B;|>11.J" *N2SH
5#*6U=|,/(#SB-K! MN=:|H&.<|S\$G71,34"++8F3|Q#&U7TB^|(>**OTRH" 2+*D P \$ E
M,|9/_|G)TTB/VL&YUKWN@8YTL<3=-* FH\$7F1VXE M|HWD2XU_9";7\$XT=>7R#(U 0
"19T@\$ _"@DMD&=9Y\$+D<.1C9'5D:6 M9K4!GT61Y9%UD=W?
_ ^|%5CRLF6RVB)TZOXYH*L-| (7V1MY5-#7674! %+*D P \$ ETVW,
M476#Z!P!HT3/5"5U5RH"O&0 \$ IEG0 J*35@^2?,|_ X%SK70< *U| MIKH9Z=)5Z0S|B@\$
"49DD' @\$I:4P^&NE3,3C7NM<| \$"+GJG.1>;J MJG1N1.;|B@\$ "49DD' @\$I610Y'|F6U-
S0T.T3^-G(ITJ|:<*YUKWL M@ :4>4ZZ&|FHJM+/E:C^|4% 4)DE'0
:UAU9&QF,G(F,1,8BS|/: M0, 'R%1D,O(A|BKR('L A39|OTS .<:W0,
-.KG^8;|F>EE9#QR+7(@LEI% MLW8UD_P9S9D"S(VTHI"UFQ4)(0"2) MI/@'W
T)&TN18H8X "@(XMT M H":+= *FBW0 "(@)HMT M H":+= *FBW0 "(@)HMT M H":+= *
FBW0 "(@ M)HMT .C+0/.W !A|7M!| !=2=?3X_0N?4X_JS_+OS|)-
|+9M"^M+)|HWRPXC\$S,V|7C|J>YEJ2= MZ7310A'D^Q<|/3H?
3|X_U;STKVC>RS!OR|;8X;4TGTNVB?<-.JV: TLVT M+=&\$ _!|=1.1M,(\$ J KYSKG.V,B
!BO@"9?|!|\$KI/_ MI%.:W:?'-2.|>?C P#,2%_7>3RH7|Y2+>|:703X|I8#-_|
M(@!@3F9.8I&.Y|1S @!3:VS<5+3?|^G%>TGE+_/240AT'1BD\XDY?K/WIXX; MG.%4?
MI*^2+2R6K 'NO" #U9RIM++O5@PG&A&,Y/C6GUJ6MID4-IH)2_56E_ M&NWC?
E#V*ATH)G:CEPF\$ "6NCM_M0 _LG0NP7M,5QW=\$VGA\$B4004? \$L
MHAZA7J5:VFIC:-6T14<%S7@T4I(TZ\$QK4D,?Z'C4J/'JC"(4)2)*1*B2)\$4
M13\$EH4D|4H\0B22ZEK/37+?WG'V^|SM|GW/V^?UF_C/&S3U|W;W7WFOMUSG& M
'S(!PY!^06G21:F*/^B|1+HM&BCL,\$ %"S> 3\$*P 8@Q4:9|<7;<'LNN& M-FP# @)R,G(2?|
|ZD3 8F,(MA7-&'VDAX0;8_| %1B/'""C|N?,AL< MXALLVE49K"&ZVV.R<:>IWZ&5D=|
|7A;M0'>J!)H4SPG< MWUK&@\$ "030|@ M MOV8@)@(-D(,1KXA7 \$",
7PF7>^+!GFV:5W1>X8#L0 0\$Y&G9&3X/?4"0 M
+&Q>HP3+3%A|Y&6BD| #A0!*'T_ (|>|V|P&A_ @&B|IXCW2A:"U<"X)(.>&G7 MS_:'^
:+NASJ."NG75-\$AYOD(DE?DWQ|9W/1\$:*I.9_QXPC:|FW1--&YHI&B
MW6T|K"|:7=1/M(GHLR997-1_NR)G_(SA8=)MI-M*%M
M_|XVL1\HVDYTB&B":+)HH>&2#I X K1#+X?+Z>*B(D.1@Q"OB%0_08P"?
M<6JV9YL>-!R(!0_09S?|&F M9M5^TMHF.1NZGVBTZ ^B12T\^WH|
#&\$R|I0+'MFMG@\$-|@H5HF>DQTL4DN MN PQU5KXT8LDRQWVO&C_G8M|17.-
^P#MGC5LVX=,?A%+E1TUR.60=-LO29/V+HBN-^XW/)! NP.L8GN'ST^BBHB) #D
M8,0KXA4)"??\$1+40|_ISW9LTV+=A!' 0" >3|Y"3D),!8_0&WVB+Z+/
M>T%G@4DNYJS78AGKB\$X4S7D<.,)N384YT^9C@9Q#!9OB>XTR1M=
MH1!'008'F)"^H =-YCAL>4JT000/'1ZQO',1T2KU:|MGQ#|R"1?R2F*'^1,
M|OB:3CC&Y4R.GQ6-*+CL 7:L>,-P20=(6 %3TY"3@*,!0,3&|%R;(P=<
M87/33K|PHQ>"SC+NE^;S(EI@/'7AN+|*=/1H)|HEV.N\$WU?M+)+KYT,L"\$ M|
(5C";HH9/-VGBN7FIYT_'LHOKL,^?D\(%#Z%I!.#AG4JQ?PNKKT8Z|HLMZ
ML(7\$!6AW@%5,RO#WFZ@>8B(#D8|8IX!0 Y"7_IZ^9|!=%|2|8%GTQUUR3 MOM|@5@
&#>3TY"3@*,!0,3&D(S/D?_I2_D/++C<_40+_2UH8GHC>FYCOJYE&|B?'WJTVN. M=M
#5|<%M\$D3|'F&2SI NP/TQ/P,?)^ZB\$F @ "0@Q&OB%<\$!>|G_2+|:_
MFO*SKQ9LRP\$Y;QJ|>!+,.,|G)R\$G <8" 8F,HAHF6.NS6BS3#/96_ M@^@51_E+
|:| #8#PAUX;_2G3T8 !J0OC'#8,,NVR?#U6ZD>8B(#D8|8IX!0
MY"6INS';N+WC7NKMCOB;!@TURH.O>T4MV#%AF^ ^|T0R3 MO%WJZ|9?
AT07Y;|B&BNZ7#13|_10^TX|KZU|V630%G@>M\$/1707H TWMI.L
M*T3W=ZG|Y>;C;VVH<|+:1|2OZ'237 Z=)9HO>MO^G?JV"/VTZV.BFT2GF>02
MXVJ1MA?UUGZ|_2| %SZ=XLEOSH-\$XTURJ?A1T?,FN42|U+!|CD/V2;1_-= M(3I\$-("86
OZB|XA^I7H3|8M|5/62VP;ZW|_ *YHF.E|TJ"ENH|BIQ#2VD3|1 M|U7*P9H0LXA7|
<2KJH^?W5&?VE-TJNTLZV-;|JQ5,?4!:*G17>)SC/)2V^V
M(;68MY5=_^DSZY"^|OHT8VB)^S8^XWW|<8>70_3,\$>?<:GDCY^:B"|#@F MY?
F/MV\$KN3'SDJK4?2SC2TRYPB"3'+2Z4007T;^LOVN|O"YZQK:7^MV0#LOZ
MA.A(T27=|D)EMNXT#Y|LYV*;T|, ^X&3)JYMD/R7+WC|&MFFRPY|GK=VAVYLV|V;/-
XP_93H:L\$@5RA<. M<91_38%E7>|HZZ"&^L#"/6RB&|BC8,<=:|)R(Z1C2L|
<0&P;=SC\$G=+_&= M: _P=Z, #>/HIT;--
|MG192W:U_V+5!>*MJY8W>LARCM\$*W+| #4M:B!U%J0AV ML4G^PC9MT,W5GYOD0F-

=VXMZ*!>7DKYW=T+_CMW%5TJ^D\?'4@GS'I06-I
M#R4F5H|1;?:26ZK;:N^>HOH\P79,B>CK&|J(MO990_N!R8AK;R)^:6?=5MS<&:%+.
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(>3EK10U@L;UK#_OLJ:2|SS_KI!3M*|G(2Q@'U8_M@'+M^7PG_MH!|K&|_?
HF|HO>G%F.U+:%/V0^H|IE8IUPX|CK'G&R8_&DDW\<841|U?%>&XTA6|&3|!-'JO96\$|
""X<_\$|WU_MD(!IXJD'&/N77/<;V<2I%=N7UFQQ6#
<|IQ9HB|X1X"Q3|&WJ4.U%O157;UND_M_-ZT O^@+:+?
>AI_-I.V=>Q(32V=8&XM;6;K7M'|(HSOC;IX_.4"=W)Y1_M@"
MGA_3V\$;^U.SH^UO\$EIERAGTD.X:SHP'X|1'1Z#IO6%/VZPI+T,0I_7R5-9>XY_UU
MA9RD.3D)8P'|L.2VS"M8KZMG_0_:R0ODHO\$6Q2T|6SZ0Y;_M?
U.279P(4WL6W;B6_H/N7)OEF#?/?K&?/?|JS;|!%_""?_"F M^\$Z?338=YQ5HHY!
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:YGOR4-9?XY_UUAIRD&3D)8P'|L.2VS"M8_MKZMO_RP|%Z#_A.D_&XAF-
7SM;L<=5_6OM+6QOUBB*T|^O&NMDV+|H|'C;|S_M#>R'="+X?4J6QMVF7=-
CS#1|N:0#P19^7.@MT*R;T@L|E/F*(Y#T;:/G.KP_M@0ET\$R^,-NX;IS&.*XK>:|JM*
<\$969;)NVJ120XWAJQ|W>|!HTU|E|5@<7@=MDWS1Q+=^MG#?6K47M1;'
M|&K3QJR|L.D>ZV9,1KE3.WAN;,&;^5-Y^5.5ZKX|.5A38Q;QJAKO*K;OLRMZ_M:796#?
H6|X?|X>8XWO3^ZQN(B_T8;UB>-J=><93W/;835;.QOOL/>DNV|_MVV'?^JNR6?
H|Z):S\|KN1|2I;|W*9=TV/,M+P9R20>"+?RXV,-1E0/9;J" MYFX-;W|=C|!S!-
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MZYOV;L)W_=1RE1>'!;TPP%M>|?&L3JT%_567+V|T,/O?Z_OCO8^#F_49=-
MV)ACXDJN"-B^|7X2^XB;9|R6#=#_S2CW|#:??&=O81OY47OY4M;JO0IQHA;S!|:FS_\$'-
^;W&>UOR|P;.*=^/;-S>9T|>PUK&'S_MNI^W7YMEK^O23_T3?
@O@BY;?.2)H|OL>4*:YODC;:|^|/#^@BQUZD.A%X^|_MRR<+|E/67.*?|<_.4G<.0EC?
NPY+;,*UBQJW_+L7H/_X|3|KB1YA|>Q#
M7)=@3BC9ON,=|MWMP8_|FV*_'MQ=#|L607-*!_M8_L_+D8ZRK|_0YD7.X-
)=K&^U|=6@;;38@S1(^6F#CFZ5,S_M<|2U?J)PAFBZ\$LF^7SK_/OWZF=/MS/)@?"K3;
|!#_|H*MEME>5ZNV_M_L70FP5K45#CSA;.,O+Z;Y/_)//[W#';|!#I+WM.#?
AO)M|C|TY|CY>,XC.\$_G_%&&+\$I4G_F MS;NW86'350;M*_@3SF,Y|>Y-
>=*Z9|H;|_+^2;RPUE75&"G:(??:^0V8LY"LZ^2JV,2RH*>|>M"
|8"&Z,N<>W|&.)+C%AAAN@*33>-|AK2W^4Z8N?G;9P_-+|J0_G>HOU?R7AF_MK;3C3-
G&+>101%W5G?/UAKH>LU0789&S6Z+W.@|W*-SC\$)M?UO-6#P;SG)#|/1VKZX?N1
MOY6=>;N*8%5_MR("5L>P%CYW|V119_)A2\$PDV-
VID/Q5H>|%O=&A_6;BKWN%V6<"70H>PPF+|_M^T2Q?
NPY4>2C;9IW_(85)N|K&L@3SYPO@0B_?GL=(6'_YGA4GV966.M+=0/R#&N-
|:%X);,#.3/E3G3A-JSPJ;I8OMIJ'":E7QG/BXP&-BM3=B&5_M=.7%FP%-D9=XMKW,
<27%+""+.A_*RLL|.NHOJQO=#74V;RPV:7FWS<5J6N,M@?U'H(V|R1(A8)*X,0EB
=9A@6U15V'^+OSQZ0L+8/SX'S_|#>0O+J(V\$1|F_M>#/0N;.>&AL_(F+GQQH|>SCNQX)?
9X5U.-,QN<1_YN^?W);#T'|D:|>K/GF MEP-KOH?R!4&8I/+1%Z9K=)_F0.?
I&IU3\$VCS/3F/EX%*M=!P_H:;QJBZ8?3_M(H|K.Y_\$|E>"?'&*^F&F_) =J?2:G\$QI8-
\$G%S+UH3@!?!AY|/T6!S\$VKUQR_MBD;W%ZOPNKM4\$@!RI4;'F0&V%_Q&AZ|10;
<@2WKJRIB|\$#G1&XE|M53S?F(" MJ90OH8BO|RED2V^9%)1I-
QC%/(^Y5S'HG_J2)E9^GZ%V;A1_P_4?6|3PR6_MJ2%.-+"EAA-
2MMH7ZX1|HX00OF6OI5|Q)T_M7;1=0?;&.)@L\$0(FB1N3H#|/#.BRP+>H*S-
>%/SY=\$|9//N-'^'NY@>SZ1

::_M+X:L^1|*%P1ADLI'7!|=0=?+@<|>&IWS(VM?_3;\$|:GB*LC!\$MCH%GLVL+_U_M>R!W=(>F#;Z*/*
|!|6XH|O0(0#6)PKYZ|H_VZY(7%^I^FK>A9Y|+TY+|PT_M.)J0."_I4+OAYQ;6=C3EU_S=1?3J|(J+W@-
UKTM.(I9B\$G|IT3|VO>312P_M3MN\$COWSXN#;4NP|M_8(.==;M!78&'6)*|^"E|2P_K?ZJ-
@4S4Z>A/TS7B%O2|Y_M|OUM@0!'\$QJMT+F*O8AC#_M=VMDCB723U_(?XWAA'T2?F'J3SHL6;!9Q<"%+
|Y#_.JSV159Q"|SI%_W;MLMIOC1=R|H-H*|_OZA(7OH|AOJ2_%;KPA^?
(1/&3^TD#A;L5|C|C|>9=I(*NJ|4>JXAZ)N|M6.%+>+79*R;NIW3L>U\$4_|JAW5V0.+6|FKE;.*V-|E7HFQ=
(>|%O|&B3XEV;_M(B<&FQ-/T+S7M19UW;S1=5R1|CHR|5U;^R_M^9".H!>_M&IUK(FW'K_.1?^%|*
(;!=_H|H|'C_M?27(7.1X|FF@0OZKB&W_3|3P\$W7?^|1@*>A1N?Z2-LOB|57O|G/(*E|;5^*I3'_34J_?=\$=
MR|H&_673"B2ZL|_OY|+S95M@P\$.)K0\$PI|_1V^YP)FYPL;>47_\$:/5BG>MYQ#DQ"!SHI@(^D;Q3M&G
M\$'SO\$X.EG+.0KVCf|Y#|&L*68|0ZB>H'Y|C?&Z,H^J3QBQ|H53P|9;M|I&E_M=TA'^#AKK4|W6UV/C-
|MD')MVPILC+K\$IN|CB"^O8X6E%FT^2Z/K34^Z7D8;_M_Y,E0_D<6,2U&=8AP6V15V|^;KPOV?
HA/&S*XEY_34*64,MVSTL\$ _SUK<;&_MOD3L;+L?_!>USX^~|0;9K|VA/40Q_Y0#^E@S9<6?L&<-
FG;HC+BN'*|95W=F/J*1HK446'SPPY|OR#'_M=K=-
XL#EQ@Q=ZQR/H;L5|WD#|?:"WVC24H|Q\$SG1#QVF>)|=G/=UH+.#QH|=

MBY375.)B%Y,WK11U0#4K_N!X"K\$-^"D_!2"[WUBL]1S%O(5S7P5ZAAN)7V<M)>M71/H(Z@?,C_C>&\$?
5)RGQ) 2N,MVAS5XVNVSSI>A=M#\$R6 &3Q(U4)JA'1;8%G4%
MYNO""Y^A\$|/KJ1::|C"N9EENYLS_9Y3"K198V-I(G8VT-BYT7(-SJ-/F*PI-M83T\$L3?D0S18\Z6%WW%
(!T1FXB)!%+IG\$V\O^(TF36+JJH//M0\$X,CH:R?+Z8IKK&^8(2Y#VJD'=Y&79>H9#
|#!0VX"=B^"D\$W_O\$8"GG+.0K MNODJQ#\$0"0"G4T)!/4#YD=|,XRCZI/1"CFS'/6=|UEZAW1.R/C:|:4\$
MCF2==G>|0UN:|C5&7V\|Z/\$E!:OPFD6:|H|H.M63KB_0QL:D"1 P2=R8:/49-MUF&|:5%78+XN_/9.F|
|\$JIM89G':7!|P%@J%#6E>|H|QNN1_GT2>& /\$ MNYJY/K#IUZL^=+"|SBD-R(S):|U5SA0*?
N)ITMD:50%2N*CX=X,Y:K"1Z78"5/PJ50M?UCM^SO4+WZ\3; M"WZC2?T,J12Z'WCA+D|5?
(6U*&G6\HY/9#;-^M(HL?0O"13PR67O_31*DM\WB\BOCS'>1@KG.A'3J1+3RO>MYWR'>H8AOP\$S'1%
(+O2;9ERCD+^8INO@IQ-M#;|5R+B44!|! 8#Y\$=|,XZCZ9%*"OHF.^LYO6'J'= 3=FO&|1S.>?SSC^7\$>M;
4V1EUBP>AQO?4XW;|?N"XPMMG%|='PL:D|2-25"?81T6V!9U!>;KPA^?M>1+&C_WQ,U\AXP^.VG%0
#CY6XV-C8G8V41CYUK+-3B/F&R|H3U\$.3>D_I M8,V7%G|'(1T0B8D?\$S#B8L+"V1*K7D_)A!'|@0P\0Z?:
IQ>=N(XTHS_IL M<7K."IM\$Q":<+5#7I0+!#B:T+^9^BL.ZR5OD+Q1B;|FR572|XB>:OD;9*W
M2|YA6!#|0+R|X#>Z=\$H)|>(#50@JP=F<|T-)50*|ZGNT.I/15ZEY8H\TZ%MS'\$ER+N5V?^"1PJQ#?
@I/P4@NHU.IYBSD*|KY*L0QK+I5KA>A/H+Z?C MOC?&4?
7)|S/K0<|4Q>6YB&=SAF_\$|&C>8UG6|E84M0SG3S8"FR,NL2&|T./M+ZC':8|Q&^V_-
DZS|H^!@\$GBQB2HS|."VR+N@+S=>&/3|^\$|>-V/Q'(>-(M1VUZ5 X^0L6QKI2.XV=GUON5WGTB;>?
W+93Y5Z->%3+|9|:4|NF 8#5UHXW3K M-)F 28!+\$|P' MJ@K,%|'>WSZ(HP?/I4 M:PWM'=G=(0"
<"8+8UVIN|:9:|51Y|8A7PC|?|5(B|_O5BS9=6N^_0#LC|MQ\$^I8;1%H=|9+-(G2|9?L/19
P5|S17X^^^\$<>54/3UY|PF)X#MRA=U(FKW M|X@61S|2;R_XC3Z-E\$6VC4)=7"M|N=ZR(G>;8/B?
5QN1F_)W'S|ZCV%W..*MD-('(><|Q#;@)X8%CI VZZ26LY"OZ.:K\$;?P#|S?=>VH'|*IDT),2'ZI%HA
MH|\$CNYNP,#?DVAB|PS.^UJ-Y|!*>Z81UN:|C5&7E&MSZ|/\$|3CM,>;ZH"K: M./ZZ/V0")@\$F02S?
"P+>H\$S->%U6=<\$:./WVJM8;FCNQN&4!?(R%L:|4
M3V/G7,O|*H^L1|XQ|IM^*L3>?/1BS9=6N^_0#LCKQ(^*GM'H=G%E;&^SOF) M|H-
?:OPBKM|KC>%BC29H_#TRXK@2@K|+F-F5D@"-^>G>S# Y#+_%NRAY->7 M+?IV.>?!K+@;3Y
3RR/5IO5*AWHK%7JWEB'W6H7<^XJ0,U4A9S1B&-3PX)'
MB)MU4LI9R%=T|U6(8UCE^P:\$^@AR+.9'L#&N0"J,4^'(H|:U|:8|%'CF_,Q7*S14(VOIT8<
M5ZCK&V@(|1UOP_)8D7\$JAZ<|^?<3\$|2|)9SDH|!|1%V%\$?P&XM_4?)DSO-8 M25?_@|/_B?RD@0
>"U)1\$%4I%UYD%?%\$1Y=9 \$%|4%|!\$145HR4J7B0> M45.F|.(SY9&
((*)X1!0/@IH_U&A249,24*.)>&!"MZ\$TB_9M8A&B0HFQ@00 M\$!""*)XP+J9|@W%X?YZYOW>S)N9-
U|7=6FQNI/|>J:|OSEZ1C0+(=;GER1O M*|CH2WHNC;?+>*C5-M!?
1KTHPAGYR';+7C0|ZIAO:8+_D|R2,EGRBYK^3M)6\NN8WD5IYL%+/M?>C?
M\$ATE^3\$5-VSX3H@Y" _DJW'P5HP|SMF3T!A'C@TOYEIKWSZ/U(C;_K?KY335^_K'78&-
2|HG/L|058(6P?LR\$+?8QY?ZP\$ M3)@EB
|0!@6|PKL%X7MG^Z)/A/6/|3VT>C1&Q_,T.HX+1,IQ&CW/L3RN M?
(R)E0G%5U|^@=CK5R|V?;/JYIM8\$'\$BU1E!YEK+*|9|YD4;F50F/A1\$: MVXR'NUBC?
32V_G>%XTK(AK:10\$33WD.2#RBH|P85!(UERU|H-O@*|58RZ
M2!XB>8+D>04G|Q|+WADYT3DM9|ZGBT.Y6S!REQ9L^WFF|9|:./W/F+|_#K\$-
M^"DQ_%3EPSI5SEG(5^FJQA|>"G31M> Q@AR;+KYW:7^,=KD,Z:-K1WTW5VD
M7:1S3(V_GNRRC;^%_7|>WX.NP:8EQ2Q4>SQ:5BA^K+0QYCWQTK), DB_58
M#P"VQ;P"W5I\$OS'CSQNKZ&S(|VWB_G_T"CXWN:Z/F^1L^EL>5CS&Q#/C' MJ5|@|OJ7BSW?
L/H=13H@YPL_IG2&108H|S+':&0.3'^|L*^>Q54RXBS6BA=LO M-?;>JJ)Q)61Y=S+M?"%Y@|5|
Q,HTBE*_V-D|0E?@=TJ3G1@^2R1W6@R1^0 M|/RNY(|(B4YI(?M.SB4NY/@#|L7H<%,VY,-
OY)YN/0P?P?DH;/Z5T6*=* M.OOY*MQ|%;/SV?|^Y 8P0Y-MW|
|E+ _&TRFVEC%T=Z|RK2+M+9B,E3M|3X M=-_K|5AYT|3;&O*2(C6*/+|*U9>%/L:/U8")@\$F02S
>@ "P+>856*|+D^ _M?N1Q>PT|>F|8P0XN9W(7I+@|S:LX|=-/|K;|YKCR,286 AX|00\$7O|R ML>
<;5K^C2 ?D?."E'05PY,=R)RBD;EOPF-!X:QW 7JS158^S*AI70I77 M64TN:K4SV**^/06*=(K26XRLX^
KL%MB1:J&GE_KQ)ZSD" _MS%Y'78&- M,2^IUT:QQQ=@A>K+0A|CWA|K 9, DR-68#T V|;S"JS7I4?
PGS#G#7L|TGO? M2'#R7S5ZGN-9OZ\$: 9YS,*Y|C(D9P#_ _*Q-PRYV/-J|H-H-RNO"3AZC2 M=A4C>
|X#F0L8>71(|\$W"8Z%1Z*NC0?9HF".@BP6O^N2=S;3Q8D23Q50.'TUB M9/T"O@*
D)4STE.CEDA=H/25R(1SD1/=T)22%B'RY+(G+;0_@6G_8N;O+F'^
M;COB&_!3@O@)AW7BS5G(5V'FJQA|>"+3OK" Q@AR;)KYW:7^,=ID@@=?N%R@_M2&|
!|^/N@C;8UY2KXUBCR_ "M67A3|&O#|6 B8!)D\$LP'H L"WF%5B0-M2X_@/_|D<1><#7"D|!|
(M;O&8U^ (OR,*Q|CPF30"?@L3?F(AWL M^8;5|RC2
3E=^,E+;XGRGO7KH9\$U(-&QT%%CGO5P%ZM\$X|&)L3?|K%<%XTJH M|K@_T:\$E
A04Z9C1|QA93|-78#>0Z"3Y*8VM+D!=\$8W,|HRLT.Y?V#DCK;0 M_N%,^Z|S?>&<'LS;&
(!|.*=+.BS'E+2K/_5C#Y'|=/&?0&-\$>38-/| M: UCM,F53|L3'.E|OT"1#M%,8788=D8 N@C;8UY2CXUBCR_
"M67A3|&O#|6 M B8!)D\$LP'H L"WF%5B02X_@/_|DC6':N-&1WK^/!"?OK-'S&_4|/JB7DL_I
MU|O|N|(Q)D8!_SCS"|3>_.1BSS>L2D>1#LCIPD|>ND4C_S2+LG15U*.3'PLZ M8+@|F*=GM#8?
&P%XTJH|F8P;>QB6=^|!8ITBM(|@K|J?1/X"NP&^O:%PO<8 M6TU\$3G1&W.+
RP|EOLK('6*A_0;)|Q@9N|7P-|V9WY^GVD1L WY*#3_AL\$|<M.OOY*KQ|%;/G|'T16% 8P0Y-LW|
|EK_&&URI_3;FA99|+(P6*=(@N%68' M8B)0%=@8|Q+ZK%1|/(\$%6*'ZLM#F/?'2L DP"2(|5@/+;%O
+K=>D1_,>? MO'.8-IYQI=S\$>'DES2ZWN9)KULU>KW@:%SY&|_G_ |X|PO\$WC#D8L|WK'Y'
MD0|(Z<)/7CL(->B|+NT|C|G_A8.%QCGU?A+M:IO\F*T7+!UX|^_S+^Y1I MHZ-%73>0/%M4LTB'NU5|
(|NRNFN^|23X"NP&^L;9&SU+G*B;H#|+?A|' @ MLZ?&?KTMR;F1D7%|!"H_/_|R"V
3|EB|HLRRL3@R%G(5^%F*|B|.\$N&M| M.) Q@AR;9GYWK7^_-
ND@>173SF&6=>XG_*_9N|W/7IWT|B^6?V:P"Z AMC M7E*/C6*/+|*U9>%/L:/U8")@\$F02S
>@ "P+>856*|+C^ _N3MR;3QM>1. MEG7NK-J-9>U,=ZD|24NODG7:062%)YQ> QR-*Q|C8G?
@'V=^4978ZVO>;>M| ML.<;EK^@2 ?D=,\$G+|67_4C?XGD1@MRVDI>RLA9(=*^48!HE&8LC(>|6"<"

M\$*|K|\$X\$|M6**Z\$*F|ETT:C15UUQ7 Q0^FL8&1W<"!O.B/O=>5?!\78+77:
MEK'58N1\$|H^RD/F.*QS(O\$KPKR^:FWN99RYZ_4/_?|_A?O"(<0VX*?4BW3*
MQF"TYRSDJ_#R5:P^_#+3SL_!C1/DV+1S# |&K:\$7F7;&6=9Y0\$"1SMJD>|5N_M4B"Z AMC7E*OC6*/+|
U9>%/L:|T8")@ \$F02S>@ "P+>856|+C^_N31 M?L@GHM@K)GGHO_C6SNB_QR-OI-
+UNDQC3ZS1+|!|!%W_E#DF/LD1%X%_THV| MON;=MKX'>[YA^0N*=\$#.%ZGRTD/'767N:AJLD7%?
XN:@0>BK3<^'NSBA(P\$| M|K/8V-T @ES.=&=XNZ3A+5+=*9S|C>UH&|RS3?>RPF|_|Z-M)+W>S'W*B
MNYOX%_-'TAN;5&O-I(8N2-M6R'-X39+|_UBQB(8!|Z6*GV\$+*QN#(6&?"Y&I5R#C'3DV|1R#@W%KZ)-
GK)5@\$XWCS8)%_FL32=KVCPY M\$%V|C3\$OJ|= &L<<78(7JRT(?8|X?(P&3)_@%F|_-
@6|PJLUZ5^|_|^|NYE MVGG%HKYTZ/NU"-?AACH?&Y)NIOHLM@QWB|S#%Q#_"4|^H2NSU->^V^3W8
M|PU"HT0_X7J?+2T1H=BE:B4L7V3(V,(Q(?R95YKW@+|L|H+OK;T|S SSH MM9E8:2|G|5YQC&_QRQ#?
@I8?QD6U|9& PY M" DJM'P5JPI3|OI2|)M4K0(8Z|B0:>>8'(O:0YT% OK|O9TI?7OETK /K|&
M?'|%=04VOKRD7AO%'E^%:HO"WV,>7^!\$P'3O8@/4 8%O,*!|>EQ|!2 S* M.TJX*6A>GTZ+=.V,8L<_-
#I3_#G(L1Y|_?&#F I>&AQCW#+|1)XSP<_Z<9> M7_NF|^#/=|PY*%(|Q3<(A45T;RCT6-@@?9U0%
<# \$ND^|TE\$5:N+1'D5S*#O
M4C?|/_VY^M:|027J|=+!8M^*UZ@GS|TP;XRIME,P3U2|2^3,C^U)'_D=IOODI M"Y/'*DV.8+?
TJ#|C|S>1\$YWF1V^72;LW+A|1=1?EHQSNZH^:\$G>4LD.*UI& M|_6B&W 3PGC|)OR?&
PY"SDJY#R5U"D\$Z;NP;:8EQ2Q4>SQ|5BA^K+0QYCWOT;), DB 58#P"VQ:P" MZW5A^Z<+@O_XE4?
C:0|3UHE-^TY|_9* F^0% M&OFDWYXE8-RRQ|2L.F(A|\$^L=?7O-OFIV#/_QQY*-(|;E(I7O6;|D'G6T
MNYWDSS1M#PK8EE,DIW9H=SI8|*Z|H=6;+R%2,>+|+9EG8UNDM\$H4 ^ZN>|V
MR4T%^B; &A'D\$TT93P4E(|DOB G(.6OCT+ZY*^F5',NF&@D|UWWV Y'8.O MP
MR2|\$UE^P6UA\$=NCGH%V:|#\$S+V.I.Y\$3G:?\$,H7|MLGT! 3I*?ELCP|4K#L9 MF:7_L^1V8 M!|)@\$L0#K
<"VF%=@O2X_ W1|!|_H9KVGMOU|PFPZ?/UJ|M;_?&NC^N;,"
M%T>7O"TVD^U%21BWK#\$Q#/'C'N5|4)?;ZFG?;_A|L^88A#T4ZH" 7J>A9OQD: M7?XILL_GIK2%05"@P-
_0L"U7)ZRODGLZ2.AS#|/1^0P&,*HVV4&FD(:AX1_6? M3>JD)@._+?+?1-C
FSOZ8=|I6MZM"-7@IX391WT.*G? 73R+_0D=R|AG%L|XLR
MZ9#E26+=YVACZR_8+3PL1K'B1,D:66KWUQ|:'8^(X=:G4QFY5&0^E?
GY*8AMP\$^)XR?;|LK\$8,A9R%-0 =IM<|> +\$T5V<90);2_YL9RX|T4Z8>H*;(QY M25\$;Q1Y?
@|6J+PM|G;|/_|_#DP"3(O88)|O_X%ML5Z'13H7_NF"X#_ ^Y;41 M^G.(=XG|>TLT|L979.V,"E(>,"=?
+HB|4600Q10AZA-Z 6R5@L_Z<5>7UC;|O=@SS<,>2C2_06|2/5#H;^% M=K;D
PS:;DADS^)Q:349MN73ENL#;_*J2I5>'BT |@Y5P,HD>=\$SAGT2713U M1:-S@_M*;(.*C(<-
U7CXH^2E%OLFQH1)%>Z+&W|XFF|^M:*8#VF2CWH(5/ M_ZOP^<:'9Z1/%CR'B*KKK9UL--
D0OZUY#LD|UBG#)KD'27Y'LE+1+@'GF"W M^+8)RHN'UKGY(6>%IVHL=-_+/H?LS&QC|
<@@@9Q&V|=A MW|2MX=/_ZGN::OQLB;"S:8'8|OR\$#0|_& PY" DJQ'P5NP^3/9|V&#NTH32P
M3G^@F|JN46MJ171%CDUO?.)@W">)?/_U0U^@|5>Z-6X7R1NKV\$@;Z|M*/EUD
M&_(K1>W; &%&D\$Y>NP;:8EQ2U417B"|"|166ACZL_|X|OP.3),@%F ?%M@6 M|PJLU7AGR(X_A.&O!;,
|/.*,|=@_8/H?#T:W>DPS;N#J'|3|NJ_\$K0'^2/%3R M@2+;@*|T|8JB=.K0_3ZSOZ2SU._R=G?
YZ=|**H3|HN9S|H8# M2*[T7IO MD544;Z(2)?D'<=(FW94P7R9R |#+7+DV|F\$S,MR3
XN5,"BLP)=G90/DGUO M5Q.E6G|_CZAFD0|1K9YR"HWQ%PS;,%(3MNLE'RVYMXJ|=53|/*9|97|%,L>H
M">D*\$<>!)P&|50|JT3.Z3ZF|<*Q:<"#L0|^Z-JC_/_B/Y1Y(O5KG Y!;4TY\$3 M2|N)1",VWU?X=-
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NMU%;_L_+?Q|6XI7C27:S93Z+ B&GKA@B|/_U_RHY*7Y6C| M;TJ?LL;5_|R8F"KY+!6?
UAX3O=6_3Q7Z|P";54PN2L_Z:W+<#>:KKX>|Y^<MY:|(I^<4>Y%._@P)AKO6<)
(H|K576(IK/OKP||451WS3\$_(R%ZMNQ)DP"QA|X
MMN/;:J)4U2*=:7).JFR.NTUS3)'R7|AQ\$8+3WL|B|R8AW|P/_|_T+
MK|U%&0#@N94*@H)2B5H|0Q1%|(P/?\$31HO&=H \$T,2A(XHN\$^R:&,\$\$)<;\$ M|VH4%
<%%\$X)5J_ %|4_P_4"\$YQ49KI:2H):"B6"M86J#_.9.?:|G+/:;WW|LX^ MSOT+8%
<+_8S\$NW>/_;SH^&|X|B+V|3F%|NV0&#|M MV.9S8S'J_KQ2V|M?C|L;|L|,>|?
8|OUM>WW=\$2,_Q0XATOWI=6A7UX?XXX6
MN2.00|OQ@K#'|_CO&PK_OI7M^28Q)Y(+FT=%_W#1Z#O|0XM(=CU+G2>;0FM+N.M";O1|GS:D6,+0U^
M'%C3|S#^F.YYN3;&VDU^VN^|6UOY&?TK5"ON(F%9A9|4|R8|W0EBGR;_>OT%FO*M
3\$N0"Z|&#&M|XKS=-|T,Z^DIWMKJS=Y/>OYMO>|CRD.W|!#>\$AGML|H8'|2XEG_QY-HI4^?K^.\023
MHIVR7XRWOKBM+GPIQAGQ5@^A07SQ;:>VV,1Q0L|FWWKS1HK>/AL5Z7:\$^
MA2;8|8|RMA6/R_@7LX_ERF_&3 M|5/CVVMZ#*9FJ5==K%=#ZL.S|V&?R76EZ_-
W:NSPST|WQDWVX%#|&R^O#+_L7 M&L.58_|N33V^OIV6?34V=ETBOQ@K3,NV'./A7??|/ <P^:4|QB3&|!
|2&7XN MD/^;_#N/;&H_!+6'W"RC:GO>M6|H7|^I09BWI5V'W M@TYMSHL2GX|IG=-_KL
:_D_/_L.S+E1OKE_@^UGS+;|!#_.@_WE(=T9KVVIH*<MWA1V6@|GT=(@|((8FQH^;NMS^|STL(VF19H(?
W>H?K:SR7/A9_E<6_|O<>Y+ MP4P_75S'SZ^FMP|_|_S|+>|!#?T@GY\$R13&VM513TD+V)T+UZV|UIY-
_Q_A| MJ-X\$.)3CI=W:G7|!LM:G&G^"FMA:39Q/>C/_+VKT="R.6L|^B6W M&3|9/Q797L-
C.#5+O>IBO1H:'YIUI%#O F:*NV|_<8SU5@/_Z,2X_T/ML|V MU: _+?0|3XOOKYCG|XX)XQ^E%ZA^+<=
<2C|WPMXWZK<| M|H|N\$F7P=?VUH9BTH|8=300/WAB|DV*1C>M42OUN:E2HVU M2WT?;
|YEM^VRJ|HKZ2W_K|XQ|4Q_EK#>; C%^4QQZM8-ZKK<^(|M%M.NVW+|>
MVU*1|U+_2F^6>4F.#|3X1HS?ANKARSORI%/3^|PBUX&U2^PKZ6C!_'V+Z\$=D|O+ %B3)W'V4Q-
_K8GCO"4;T'9L|O1H|YZ5VfyUC-O#TA;24G|_M4HWUD\$X'G_H?38|F)
|>^I=NL/E|/J=WYEIY.XSK8ER>_|YCOGS."|?L|Q4= MKGENB#4V=EW2G+|G%V.%86_+;1|F=7_R|3&?|
<<7|<;DQB3R_7688UM75>8 MK^MV_RQ%_ ^G.IM(-XE|+ "W|8)ZU#G|S!>=^F/2/&)|/27VS_MQB?
#N5_|6JA MQ^;DL&_W'.Q|B_.KH7K|8&G&|L.S+|T6+OTH'F6|_6C|T@=-&R&\$^A;X8
M7X^Q(<8_X|_@\$+|=7| (MU5OW+HGQCEPT#|2\$|\$WD?)N@OM.J|9!;|E|'O./1MS'_M0'IQIUUVXZ(L:K
M0_6T_14Y;_Y|C|'SG;GO;_QD)?UL|=DQGA*&_;"#=-NNF|\$(5;DMT|3)CW(; MWYS;/DTZ_#/&YACK<@TX-

lt+8ARjD0:Jj;CHCH_5)/@U\VI6VG^9TNN9RFW?C#7 MN\$19IY. M_V'A'AZJ>QTOSV/-=[JP**MX?1-
^E/6^Y/OU;QQE"MOFTW5_+I YI>|B| MG13^?I0_>)0ZK1GA>KAE9F6JGNQ-IX?
G8_JET/U_2M^=R876=,?W99C#? \$ M>)CQCIS+HEGS+9,#QR9' ROI6&+V0_2;-|@00 &'Q;AG1+Y(-YXM
MTT0_ \AOPK1P#|F@/)D< *#.3C&MCIZ(?)F@B07X "7C4F7YRJ M>0 @!\$! I/(@1.2(P.6)8Q>Q-
X:XSZ;")!2@ (N&1\$OUL68T3P M_ (M(Y_)R1\$ (R#HBQ*8Q>Q%ZMB0#YI2ADXXA|<9*F 0 QQ"0 M#B
'3DB_ E&I_ X1^V1-!,@00 \$K1^2*:S0- P@8=T #EP0G(\$ M "@>6>\$!0086V(LUTR_ (4)H1^>)%F@8)C
0SJ_#@A.0(M +"WJT/UJQ/+;OBLF1@7A/&+URG>J=E!?!%?@\$(NG2=7_%RS ^\!#.H < M."\$Y @ L+?
9=91-.?Z4&&O#Y!OHKX^QOV8'^45^ 0K9 M/\$^ ^.%&S ^\!#.H <."\$Y @ L+?
Y%I@WOK@DOMDQ3HCQJ!@K8BR/ M#8 8CXSQI!BGY|IWB8YA||WR*N*LTN0@O|@O 0 IX2 >0 R#9
;X)KKJ^Z2YJJBH0D&!H C>A9@2,>*)I^ MN(+|F^DZ !HUO&/LG|JT" Z!0 &C(M?|C/Y+!UXM1P/IN_7A^
MGSPY,^@7_0(TOD@T(\$#Y0@ \$#?+1_0OR8/3@SZ1;_ #3+2 M 73@0#D" #0-
TIFR5MW BI%|> \)EDE4Z<(%_?)? @ (89Z0 Z<* < M 0
N&R43))9LDS6R7ORF7PGN^0G.23;Y"OY2%Z2Y^3QIS< |L #0 M.B.=0 <.E",!PF9\$. %!GIM 0)&1#@
!09Z0 \$"1D0X M 4&>D ! D9\$. %!GIM 0)&1#@ !09Z0 \$"1D0X M #1K M9&'%GF/_ @8UW\$/7Y!P)I 20>
MNF.G(ZI3/G+ ^"HP18^B/K| M P \$V@I -6_1')M/_ E7/L/I"Q#J(^ P \$ 3*.D MT')!+9W/:7T%G7:M/U.9IYN-
!*(C)&FZ+_,C.^LQC1H_..HDHZ ML#;74WV_-'I/9#AR?(T,IL53M?P |40.1<8CMR,?4SWN#%=%20> MEAI-
K2GHM&O V1Z9R;SG5\$W6.5=TFEG^/Z I!U\$E'0 "BG_ (V M57G4F9(. "US/K-Y MWJO1G\$N_WO,Z,^N7R-
.*9NN.?,K,|B95|^M#T,Z#D(. Y/5\$ MIE/U!1@EG7+KDUTX "CC3F;S/%6S62<*-
ONABN8Z7C#7A,>.!AY\$E70 M @|U+Z^Q?3UZVD|S.R%;D6&8|T)R6=50L' &6|RFR>^VHVZ|*&/Y^9
M|T%<|W-S#2_/#%Y=D;F.C,|(|C1T(.HD@X M #|W>,(B|3ZGMUDI"MUO@#S/G(K,A89B&P|1HEG>22)
!K|SVS>7;5 M< X3!10^A0|/UXPSY!C(8>1)5T *BY7P/_ |UMJ&55&0?P->;XTD2:
MC956R"19#EZ(*+!@,FB-R|(*A(B2LK\$D, M,*A/2C5EA)41U53(M%\$BD1?
E*44B.21/F,,YH6#BF5YN>S3X#,,|YSUSXO>Y^|HKF_ ' Q!|DRUGG/6 M=J_|83|GI00 L\$*NCAQZ7A8C"X/_?
J@A)>A#C6U_UNR7_#3;J E M.BZR/U/S S.NYR^96@X,Z@7W# %@=-D:>3DN?L;O^B=HTBF+ M)AT
9K*!EFH0IV;9E3^N0UU;='YX9X! J8QD=^GI<_7_2.R M|HC7;=(IBR8=@)XY)?
*N5#=#M_#+R8.3Q5?)C/X|V179&O1-X9;.F #;14 MYS3406-&==S84,="1_.NC;PMLBUR2^2NR-I(?
R+/10Y&'HW<%_E1Y#.1MP|^M)N5\$R(71#X5N3ER;^10J3Y=Z)E!C?L&_R|4I7WB)+9&?IOK!_T-
CIFK@^7'D_!EL MDFUDUOZ0J;5J7GA1Q_?&'DB4;.=:TF MG;)>HT@\$H7'72RQVIO0;87T?
IG"3|&.3SD<:ZOE0Q_ _H&^C|8X5|7VM|X M50^~7)OJ1J.VG!JYJ8/KZMG(#R-OF=/:^KC>FG0
#@:&LBMZ6E MS|5533MG#F)IVR;-(!* @5;.*3?C'6V2?6S2>7\$;WFUL.+ =W//IM
MF;F?^0WK6,BG^_H>JIR?YJN^>NPS9""KW&2JZMK^NM20< ". M5OVX^|GZJY@0-
4#|M|,W3<#W)#J;MLV-ID^NE40MU0TVL|
MFG=#Y'^9>_3PAQ5D|^N&:S;OR;HJAS2ZH;R\$J|ODJNK;_KG9(F'0 M #C2JR)/I*7/U/TYLG:9|VC2*8LF'8
"S;):YW!N;F3|&N3S|;&FK|4 MT;S7_ Q|WI3COR1RYPROI^KDGW,GJ/.5D<=G6.>|U;7|1|E?@ (M
"KS<_2TN?HJA^#S_VHMB;=LFC2 2C,I-H#|<_ %/E"9'/D|,CQD>,BIT7. MCUP;^?
N(8WUB!AMH_PU4_#D1>T/%|U8M*>S)R|T_@G'1VINAY^.|+Z5W^|
M_2;5#4/OB)P569_JCNM3(QLC|TWU:4.C *OL375CRSB^A*X|R_ B5P>>7OD MU9&3(L=&3HR|(O*ZR
61*U)|"M&#+5R)=?6U_6>EWL& M.7| M;?CS=#L:WJ=)IRR;=
*4IU(6S#)K0_ |L&^&;5..WW0BTW.#/|PVCC%FU7A2-8 =;:C|UC'&W)#JQI'< M>%|_
=0/);!8B5Z>CF|F#FH;_>^KO<|W3, "@#2^+|\$A+GZ6K_MWZ MAO=JTBf+)AV
0E0G;ORQ80.Z)TUV8D5UJL>?&L;^TU_4DS?_|JM)/%S&>X
MI>7YOI>9JVK6.GV*L|2QMC6,||&6ON^J;:>WB M5)|VD^:@MKZN|SS=,P *- /TC#GZ6|;
(3W;M(IBR8=@)N&S MJ9IL3HB_)>FHT_KZ*+A8!XVSIV9S_#TX|MLP|F1IS)S_7R*L==%'LF,O3OR
M|A8^PQF1IS/S5_*;(U?NS)CW+S"UT/M?5UO>?MG@\$ #3J|D M>|AS='=\$UHSP?DTZ9=&D U" ZA2-
!SG;S|(:UJ8Y_6L;C19;H|1IS;)|HE
M^Z+I1)*M33/Y0WS7#+%V%=EQMW7TK5TV)94G_JSW'Q;1QAC3^;|YZWP|5|R M;7U=|WF|9P
_DJA|I_9#W8N1F;^G2_|M/W>BT^DK?#V47%M?UWO>|AD PJ1UI^#_T7QYC#STZ9=&D U" MFS*;SD.I?
A" +2^,|R9|UL=;:;|L C/0, #&M=R/_ ^)K!MC M'\$TZ9=&D |#"UD3V9S;=SW4PY54I?
XK+F@XVT#XYJ^&S?&W*;_0"Z_|#_ ^S=2ZA5 M51@ X)V/K'30 XU(LGP4\$3UH8(7.FB011H%\$05F:4=
DR!2J242C!HEA!#6(M:B_%A7V*A(44&B !|^@B%B0DIOEM=KZW!/DWOO6?O<<_J|+WN|I\$_.WOI
M_UKGI/N8/IW%P4 3&6S0QP,<6:"6#G)L M|V\$L33KUHDD'8,
>C1PX7R?^UTD|IH\$!VC3K"Z9SS|CGMWR;AK^JCYULBX M6Q.OU_)
(|O=*KMT2N78XQ*H!W@=UKJVI^YWK;P8 !T8UF(T7X MY^9.A+BLA_\$TZ=2+)AV =L<.7
V)|S|B3OI@0';-T7B/X>V0^'_1 M,?|;:>/FM='QGXA7HMC.3^MN3;|OXX^O-\$%
<.X#ZH|^_8FG3J19,.P(#MC1PX M2Q/FO3F2=T^" |2);BJ9T|9)CK>A9+QE?=:
|*S+V4#ZHY6G&C'4#O^:L2) M=OS=CG_<;:H=P^TXW8Z1=I3|X?1^%|6O|&*0Z'>#O\$ R'F5GP?
MU+&VIN|WKK|9,%;K+3G?%Q_+_=ZGV-KTJD733H W8B2WO_154&MOQ;U;J8S/ZWUF&XJ*91Y-0
MJT+,K.A>J%MM.>RW)AT "F@F>*B9^5.Q|BHCL^UJ13+YIT 8L
M|M#_K(1Y9T7RGDIP@#95JU^JG|B|WNARG=+UOOb"FH|632_::/EEA"|*Q1 M*.3#(:95L9UJBV'_=:D P
0.ZN+CH_|=0!>-KTJD733H Z9) MI_|>+>)O'9I36P MWYIT R%VG?ZA_3<+Q>D;?H110 @G6.1
V=1PKQ+BCBS0-4' M;)-"W\$X,K<=)=?OB\$S;NR845&= /T?RW)#1=Z;5R/)(B#=#'"HFWPOS(.0%
M&=26PWYKT@\$ "I'W9VH>=5B#/'<|N@ @ I+,W/0D. MT*9|OF1^2SI-M8SZ_HN3S#U9XL,E B,
MDNRBB|B**#\$E(@F)D"|JPK(2ZJ+R\$)T0-*\$N.GN(|&SV#+N!1+RS?M_ |LSL M|P.QJP-KJ?KX'Y0.W
E*4.&V|LTLG|(TF 7EJ=N.CLB|G;Q><;: M' -#XOE>+>D"VA27%+S.!!N/>ZC@<;-*6M^B@N>=V_6^,2Q^)
(|96|_M MDPX",C\$Tzu3P?R8_0+FN*,CP/_K%YUI;_%RS2|J_-LF6+'WW MDJ+?'
%WBVO(|^_Q+//?.F.D#|+U9N)8|&W VNI^OFW2 0 @)&Q M2;>:YR-Y\$ HUZB8;8D+SU|Q4|OP/-
C#B2>Y|N8H9(NH\$VRH."U/E#P_Q>6 MO+|E!<^_/F;T@/QLW90X#E|V9&UU/MVZ0_#(V*13S?.1/ @
ME*|H8T=^9Y931M"?&/_=P7/<6^(%M\$GR8|D_15I3=S8Y%'-&R>O+|YRRN^|A MO!ES/S1|W70EKR#>
<;4@<@U4U7UM=SW=5WS/*_@*@KZ^OKZ^O

MKZ^OKZ^OKZ^OKZ^OKZ^OKZ^OKZ^OKZ^OKZ^OKZ^O7\U^W=FD4WSD3P()00
MO1/%UH(+T&ZM'Z\N\|@+?G?B6E= M?YQ,7?&#;#|_|O8|^ (N2UF3)?
6\W3\Z|^UYFNKZ_FNZGN&+Z'Z^OKZ^OKZ
M^OKZ^OKZ^OKZ^OKZ^OKZ^OKZ^OKZ^OKZ^OKZ^OJ#V:|FW2J>3Z2:P& WI@5 M>&'HQC0|6DI_9
M9V7,^<|CK\$QB|D|S//^WS_S1R*F*NRX6T3Z2:P& WEF<=,;98WQ_DS&SL|;==?)_/#^F_=_Y|RV^<;
| #UL(> M7\$":9N@\$CN_QFR|&IW"-XV,V=KBVHS&?QSP3=:: M^/5"S*S773^_S|\$\^3QW.1_*=
=|JWIXD7JE1Q?<)>EIR@L?ZJ3ZL\;2L\XT; M_?H0U.LUK:WPA\BU
W""^J_J>X4NHOKZ^OKZ^OKZ^OKZ^OKZ^OKZ^OKZ^OKZ^OKZ^
MOKZ^OKZ^OKZ^OK|^8/:KSB:=|Z/Y\$#\$H+=&Q:SNP04JWZ SU*,+;A/E=TDY
MVN&Q_CMF6I_6F=|94UFDTX^&|+6G6*R|JRMKN>|JN\9OH3JZ^OKZ^OKZ^OK
MZ^OKZ^OKZ^OKZ^OKZ^OKZ^OKZ^OKZ^OKZ^L/9K_N;-*IYOE('C0^F-1S*\$2 M+DP'8Q|N\06WJ=
|+M^T6_S8W:WX(-OB'IG9@K*O9!;47,V(I^B|S.VNIZ
MOJOZGN%+J+Z^OKZ^OKZ^OKZ^OKZ^OKZ^OKZ^OKZ^OKZ^OKZ^OKZ^OKZ^OKZ^OKZ^F#V
MZ\XFG6J>C^1! Z!_+H|YI(L7I8|C+NC#|;|>L;N_PN-|D?6>'O_|\S/X2/O#|
M&:,R9L8)KNG"F&4QVTOZ(95S)7#/%Y57EM=SW=5WS-|"=77U|?7U|?7U|?7 MU|?7U|?7U|?7U|?7U|?
7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?
MP|FS3G|GG'4Q<_IXD6^J_XGOQ6|CTQ\$R|V|LDQBV_VC_!#3O|:7H^Y.69< M%|8U,^;QF(|B#HQ@7?G?
^;=C;HDYJ4O'K,K|J^OYMDE'7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?7U|?
)HYKG(WG0_*B.23%WQ"R/ M>3|F1|:ZA_.'V|G_7OK8Y|+6G=ZF>BPD3_EYJZ89V/>C?DF:VT|VA=S-&MM
M*MD=L RUF0|S+,0MB+LO*W622;VR:W7ZNEV(^;* AI_+;K ONV)VQFS-6AM? MEL3,;?^<9_ZMKJ>;P
("ZLTD' 1L@F'0 M " X P# # _^S;H0H (! %0?_ I|58%62QS<"E:Z_O& #P;NX| M/J;- X\$JD P)%(|P M_*1#@
\$0B'0 (A\$.@ M'!)"= " 2Z0 \$ DT@\$ M (! (L, "12 < BD0X M !\$ (AT "(1#H 0B70 M @\$ND /#3 @ _LV%I
E\$4AE&SMXNT\$ \$NPBI3A.A6DAU2@+=B M^TD|+A/<"1\$XR^|93(@UP1USH\$/A-&_#SN@SN9 (Q
W_KU0>| M @ @\$&6= *#(D@X 4 M6=(! " (DLZ 4&1)!P M (HLZ0 \$"1)1T HLJ0# M 199T H,B2#@
!19T@\$ M (B2SH !09\$D'@|Y:'X* @.OF;@< #S) MP/GST."@! #5@|;.%&P,#M<;<# ">1(
_#|>6AP4(KD)!FZ26M4I<^ MTEW;ZSE/|#=RSQ_2<7M,R;=(V|J|9WVZ3.JW5Z2XLT3|_/&A< MO
\$PYO,0)Q7P&4= 0 _LW6O,'449P/&' J4H%5IY%87*+0)RB=1Z*RA1 MJZ@IH7(I! *D1:2)
B: ^U2H&-8:@1"RA|D%0 9."H*FDA;,< H0 H1!JA+0 MJDBI%-6J|4OMW6?<-7US/&=FSSES9F=V_K_D2?
JA|HDY.|/SS.S.|(\$)98=#UHD2FNM C;_TYFD|H;\$E@4GR6S1F_ S%4=9V|9S&
ML_98JOZ_ JIXWA"OW31.U+A.8VT/UT1KF#Y@F<8W-8|PG&AH6P|R&%33WY\$/ M 0 @7P'(:X#,\$<&
Q66\$9@VS2>&LDY31K'MZPE'4Y50GFDP JNDG2 M70N>L\$R4TPQB-XZ38X+) XT7I?@%
(W\$@TM*V|4.^@S=NR8< P/@+Y"L Y|C09F@W @ MI(L|'7L;-)IL ,TIFO,E6*AQB;I M?%'7UQAJ-
BZ6WQ5ZT MK3Q1|Z#-T^D)AP# ^ (M1;X'0(X!;89V P 0AJGL=\$R#ED123F76 M /-)
#8IKP7/81T|FW0RG>RFM\$EG3XW|97"+5^Z5_!N7"MI_8(2"D=I MK)2PB|M:8Y7&5(|\$?
+,04".XRZ0#P&-|1?YBCGP%@|P#V@SM|@ #_XMCK(' MQ)K+=Z2C?#=#3A6 ^"0 *""E-
>"Y|".G4TZF4YV4JFD8|XZNT0&OW!ED<:H M3-K%1S2V"YMT4C-#8X/4N"KUS9|VR('4>|@W 7R(0 P_B)?
D:| D&- FZ'= M " \$*8XQB+S:B|?58|R3:\$*P7P2 @\$/%:|S6:3 #D) M>2UX3NO8V:23Z637Q%:-%5+|9)39X#
(ALD9N=LIM<|M(0LLU9FKLT^_QS *P3VG<(.ZW/OOJBY|G#@*:YBA' MF|^4T0^! #&7^0K|A4 @\$)N0D
1SF6|,KVF YK6-GDTY&DIW7-.Z5XJVN9B"V"XGR"";@EELLM)1EFC|VOF5?4|ADP|Y"#J M'4WV14M|S_-
>32GB'P((R_R%?D*P XQ)R\$P ",|H-3V0M"E-95KH=A? M*CJ|JD-&4
MPRP|B'SSU\$8|WCL|K8Q087=IO>GI\$BI_+Y|Y?I?X6|R|F3" A#5F@.48
MTKB^35EZ232TK;Q0|C);9;VOH#30SX\$,9?Y"OR%0" <0FY"0 |+4|MB M|@|<'O-
2T2V6,MU%E2&SNQ\$ " |J2|VCS'=>QLTD'E"7*HMF NMF<=Y9C9 MQ^=_P?93Y=E:))V/^=M;@
>\$U&|8R=S@_851YV8&|<7!"S3QS1>#;|I@'H' MVEEK;>_2UXCNO8V:2#RA/D4&UAJ|,9B?
=J#X^W_SMTXYC?9!=7JDOJ8V MW_\$D=4|=EKDJ(MTM|&M5Z-TU@B;-(|10Z,=+BEK2_D|) / 8#Q%_F*?
4 M8%S"V 0 -1BM,;+EC)'P*7Q|9&X96RO\$!.QLTD'E M"7*HMO|+1QG.|W",SSN.<4M#ZM-L2JLS?
=;K?FAG=NJ?ITA?KX7HWEVU7C M1QH|>293X FN=#2UB=Q>LB'.#XBWQ%O@(|"YA; (&ISM6-<|M%
Y2BP MHQQ74U7(<&X H)J4UX+GO(Z=33JH/\$\$.T1;&:FRT'AUC3\$>CK.GQK|L MQ|G0-)1%X|*L="J*?
V*C:D&3Y9B4=F#&FO*/F|K M>?
V^H/H&0QC4.IY37=4C|:'Q68UCCIOJ/2/'&K;^5_=B6LKQ_U7A<>ZWC:BI?P^HWD/97>,\$C6|
(L3GT'8VU&J^7W_-,C|K MK-|8H/%UC>.DOU|RB|F^_&^|G|>:|3S00,JMOD'25+CJU)L*EZN\2UTGO-HG-
Y;|7:=RM,5?C MU#(?@7Z-L1/G/K;O%_F*)52OHJ|_VOEVM3D|H/_+(-65<7_ EID|J2>-9 MC?LT?BC%"V|_<
<=*O7URS>YDKKF+-7ZE|;NR;|S2TO9-CKRDANLSA-CN M-|?<;G(8-
|5ND/T|IR#&4\$T=0|W,3=*>QYM&-<QLTD'4C7R:X_CS/1|K5L>Q3D|+LV#@PUM MOM>B".L=A9,<|6
>%+VW8?U*Q.DN,'>H6VV;D|RH9W U/LPC/O\$WK"HUE M4CR4V-%CF!NW|S0.B^S+F/Z^LW&M_5>/<
R|GLZ:2NZ|BNQD9#UGN1Z=X MWW8'2;)<5/HMN;
|>#'^<6V,>Q|B|B6.H7.=|S(WBO:Y|L"#LRD.1V2KX7/9J'M.8&|_B:S|VYV7|HEV7?W\$4?L.FG?
=H+/58%O/VS,O% M|YOB0M47Y|W?>3NTP|_|=?'|6G|?#|CWFC|V3R8:W,6QP?|EBO#Y;7;3|F
M6S|_C@#GY\$|+|8<|?'Z3^C7&3GF/6V,;?Y&OR%>A|U43^|L.CI5BP;_/:|LL
M%|JU%&_*|86Y0|;9YV;+5*Y9L>7.:O?MF RR_X|SG^=|P-
S;S>1|C|';/H7*=|S\$WBN^Z|L>%CN|P<|_#|/|=Q_%F9|2LQ|RDHG>QUSGK M4 (#>L:P6G'7L;-
)|9(W|MX|C'^#Q6.|R'&MEPO4XJ|-WFA-IO: X2|4V M2QV8M_D=TFO,U'*#|ON)YC0_6=.XG2>=?
G&|&3SD.>JU M+S(F;XMO;WIKDH(|X>HH6J|+Z;O_-V?H>_.H3=_N\$QJN17EODP_X-#^@: M.V_C_ '(?
Y3*+E;9:KHFA_9Z3H?(8G1YB|M?'9S>M7V/L5_-8*99S'|XBWQ%_MOJHC7S6Q_VPU6F.NHZW%
<&TQ=Z@V=VAR?F_4_?L? _LG0FL5L45Q^>| M@|\$|4%\$54H.)&|<6XU|9=M-
\$V0=S;JHG|FE=B2"NC;ATBXU4|H8%E;C5UKI4 M5\$IKK\$JK(BJ|UJ74)2Z6"B|0LH(^U,
|GW):+?/7_.^|W<.6?F_TM.-3FS)R9 M>|Z9|5.J\$L.TO*|EO2/Y0.N^GRN?
^KM<6>^IWF7*W\$++P|H8YV6T8|L*8=R'SM.P?J|X?U=?I+N66|2L9?J==?)%
MRW5:5GFJWUM:AB3BN^IBM*^ZM|R;YK|_32LH*H_PN>|3|+Z%Z1UR|5O|+9 MITCS=U+Z7++O:P

(#3G%^328RODW^M1JHHK#LF1FD2<,J<#W,C/M^U2^ZQU"73WTW4-DEIB*!MDQWHD.)7./L4:?
Y.4BS!.10 "J(?DL,,ZQ;|@FLK\$@4(.|@,LNI_V MH..V<+&?P#f|@VK|>M'!3/L=9-A>JSHO4K|B+L*|K/PM*
|4LJMG0^A23&(R MI";,;ZFJO1K9*6L#V*#@9S"MPK|18MQ5Y')/07|";,IO-;?!O#G7P|?97?@YY M28CS,(5X
M%3I>Q>8_.QFDY3T|WQ;F#LW-'6*|RE_L^9|7>BQGN;7>?H(7;==CW\$C,F^*
M^9).2#^>1/R**DY5,IS/LR->'S7KCG84O>;.F|WJ*WU3T%*7Z%LT^1YN^D MS<=Q#@4 (J2#X+CG/L&
f);"Q(AY"#_ \$R+|EL|Z/Ry1>=IPOKOUQV M3&+
<|T"HEH^L_1!_TC|R|A+ _MR|5#1%92|4FO=)|ZILX|'"K23EA.UW*WE MTO+C=ZJ'^IOZ/9?|D
NT'*+EJRI|J6|3+1MIV4K+SEJ^I66*|K|8^J8JOBWL MTO: 4<4,*\$|H.4?+WOG8_5IS __,"U7:GFM!=UU?
%/32|C.)'|f|VR#Y|M: M|N?I9MK;5|M0E1T*OT>56YQ?T.*W&K* 8+?J=O/!0ZK<9N=C6D;E|35^LG?N M?
TP|MLG|TI%:1JOL-;|WF,?YV..A84S)6# |CQWF==SMM/3(I6/BS.%;E"- M+XDUDDLKU-,H4^C.GULM |I|
&D=L0#Y\$Z|HMO?|HZQ&O\$*|'"QZO8OF&# M.8S_3DF;?9S7|0PM^1^M\$?N\$|?..XYG|A|OR;VN.PV|+

\$6?XT.C?.CRLG+^YL.I?4H./FC_-2J2S?:AX@_UWRK.-X&O M4-|&OO1=%S%>0))./'WG5VS/^52|RK8?%;.^,|
(&63N6?^>|NML0WZ|OH &TS MH0F?O=1|4/G?)B*#!M5=9O+RJ29/EVY?%&WA5^_S;||AECC/!5JU^
MCR2==,;XU-8/ZS"M@HX5Y1@YO%P?|*#B8#W?4K2'D;.,/;&D51N_?V|@..K. M-
OY^+14OHYU6_KZU0)Q.4|2GPW/!ZQ.%G25D^3MCY=KE> M6S>6;6UD)RH.)X|NYY\$% ?..Y4AZOF!??2E-
/1-K- &/\$_R M;Z.G&1FPP7PZR.@D)">'3E'DORG'=IK|#/8&XZ|_P|^(\.?_.'C|_#W|P M@Q_1X<=_,\$?
ES_U<|09P9YG^Y)(U=0|6KU@_)OCK|#;U+N9^Y)Q3= M7G'_CR^;ZJ:X/<2*
_+M<\$C209(.DG3BX4|!+^<=&ML|V;/' 1/QR:N+|9JJG M/E(7>U%S-RG:A&|<'&2Q?V6B=1)""Y)T&L-
F5/UC?'"KS7 X'>|C R2>1ZA%) M.G^UW1RP?XT/U#;|F';#SW9P@>#WO|J=3Y^.,4;X+(J&OT>23M|I
M^E,=V,P;G1|XM&9D ?2D-??PZ|FR/;<"OO/12Y..GY|8(|DU^P"|?H^+C9:K|HAG|JMKJ KN1VX-N?
\$/CGB5W-Y(3>5^M M\$|_ZD*33.+I4&""1I.->WXA(|8@DG;CZVANY)4#?XD2%4\$ _0LIY&#B|O|&P;
MW|R|S%_|+J3B0&P(GPP|10@LCT:1Y).OO|J==UA^T@/TI33T8LBKWIH V|; M@*?#L0_43
M>?GVFV;MJVJK*_3@O>D<|J*|51LZ)T#Z7-&#CQ0'L MV= _#>|AD>T#^V3(2)\$>33Y?0YCCJ8Q7|/Z84.
<48VKFSD|6&OR+&R7PJP MV&9^.;EK3/88^#JW|RW-ZMGJ2C?1YUV.+ MZC3YL8;83F.PP=Y@?
=|#/ _C|_#W|P@Q_1X<=_,\$/?O"#'_S@!S_.*VLK MHZ|NI54?..MNETE|B|4'Y-
OAD*2#)|TDZ<3|F9:RCTG\$SI\$6_|8R_|,|*1MD?F>_Y%(S^H4;4|O:1USC0"IN=VRTO#.-
'+410EU)_BBLH4Y|Z\$.23CUP M4MDU)|S5MY-CK-T8Z)|K|J@SO6:95ANYDMPG|L7&|GM 6P6?F'W+B/?
M;='Q2NN7|/"SP""S8_J'B.D&2 M3HKMLJ61|LQJ,X|QOY|.Q6'5SLKK8M0^OAV|D.,_|(-,O4'%K|@HJ#FZZ
ML&LP/&X_%5>Q|J>|@*FZ0;>.%D56EQOR00|L|5<=>F8%M8|_FA.B7FJA; M/N0ZWL@W\$_%|WV-
\$Z/*D|O|NB<=%MZ,KV3OD@_E^?MW^G/M*<|G|H|SY7G^65H?.\$M M*_L_W63=N-
YYCKK|7W9*>3N^E7>FW55YXU^O|ZG2JL1V1D71Y>CB| MG;Y,/Z2_TL'T:UG#WDJ|T^O2B<;F<6_-
_I|F#L:E&|MC^L|T|6%|HC_2=VEK MVE0>^Z>TY'-
Q87H@O9H^2|^4J?_ST'L:R^EN|,9'7NNG92N3|O2ZVG'M+WR MWC19|M#U?>..QLK<^VS+EGNUU|
>1GDN=<=%Z_|U2|F=|ROWS8+F?|BB_5|HG M+QCR62SFO9WGC#4= !|T:KW-?<?
|TL;T:OHJ_9CV5|VOU>TO/_^TZGWM M^9%T13IN2&?BD X,'!O5LUOO+S'>(|I3D_ _*P9|9LKEA@1@#4?
M*%-(|_J_A^W|U7-AW0N-2)|@FEO|K|FKC0? F@| T|(.ZO M W5_U?S&R|^KX?WVA,#<;6I8;L:G\$>..L8#
+2\$0SH P_ L2SNK MYD,ZEXT(F,%XPYIQ@|S \$6/!%K\$(1T 8& V5LT'=..IN,B)|@FC; MUHN/C0; F@| T#(.ZO
|&FZG|_9S*-&A,PS1T:|8U1@-@S0<M:|F'="@@|95O>|JLV0 UQDCU;|_#^C4/6CLP Q>G&|V&HL-9| M
(6&_9C QPYIQ MM;\$6/!%K((1T Z/ &X/#&TPML;HRG9>6H%T MS-F=GD|7&RT'>60#@|TW-
)T4;HK/9\$VIVUI(OV4|J5#;2KM M39|H_1R6|^N^M<|86A|_# _^S;.0K(|0? _:=.DU#3; M&)|D|JX"
(.;#;0#@)/=-VP_3'0\$ _GD0X M!\$(AT "(1#H 0B70 M @\$ND!)-(| "2*0# M D4@' (|\$.1" (= M B\$0Z \$(ET
(|+I M 0"32 0 @\$BD P"7|_*K==>_'.6G|A;P+^L1G%O \$ M |=Z _LW7^H7G4=| "S#>=6+&K|M|)MJ?
U1|A.C-% G*(0:7\$ M%\$; H1"B#;L_K"@)|@C0R*="B_K"KE|H%N5(|L86EF%FY?@W+;VL.76FFYOK M?
7B.>|N|YWGN|S|W//C|8(W#N^S<|HG^F>|SV|WP|10'|/97F2,'^ 41 M +1ZDC|8FK1-VCD6M|A|)
<|D>ZH_WY_RN_KRM^EGYF>..KOL5%NGTW'|)IN2RY(YB ML)"C;_@7YN3U;JJ5RS2H2MU M,^Z:T|_Z'#
GH;.&*8;_)G|2Y3%|J+D\$|E?QVC;?V
M|3#JN3\$;N"7|JX>..")^9QR(<'FY&?)WD6XP/PZ;..W%M=0_'BL\$6M|KJYR M\$U=8I&L>-B5R:X
I@34./M=^8-W;.#P.B>+B|2.2=Y;.'6*YQ M>'='ZEM;.>-KIM'.6"W(G^Z:MR0=Z^\$>OY;+).EYD'&K9-
MVC6M+^_JY Y@34>'KM-^;-7>.# NJV|J|HN MVEK?VL+CY.WR(ITS#R=O<\$%N??_TU47SK.?<?
%NLP|T+|MTLZQH/W|O8<\$,">@ MQM-KOS%O|H? T#U=6*2S(KEA"FW^8;^I?<?
6M+3Q.WJ8MTKDSN20Y M*SDV69LUK_31LJHV|SF/"VCA9,7"7S;..MM\$W;.:1TO|_WD
#F!-1X>NTWYHU=XP,"ZIPN+=X><9|_2C8EKT6 M%8.W|ZQ+SDFVC+B-3|>TOK6%IYLG|H|DKN3R:N
?7C1|D<|VY(+DB^ENT@_3TXK|6U6:
M=L(?)^W)6<6@S>&C*M|G=;GB|S6+VQLV059_3;3%& <&NNGUVKZWI_\$X>Q M8)\$..7?
T""C34&|@5H|_3=;F9|3*Y|O'M+^/R2OF,&M+|LCZAY&|+MS2VK;VWA<<)|AFAIMJ3|SXYK/?<?
\$P7|OJ:CK%@D0Y= ((F-08_V|6@\$!- MU|9GM)8E?QS2|O=..L/T/#MGV/54;VE+?<?
VL+CA)_66+@^..6R1|_&Y.DAQ_GQ MAM9'_S#;734UVE1|9E/-9WZO"WM|3<=8L\$B^KGT!!%RC4&|@5H|
M;=#69|3.'+NNY/E\$VR_+OW#-G'Z2VJ;VWA<<)|W;2Q|>|AQ7M_S<:|_FF|H M37W*5|VMKCZWJAB|
FZNS|Y55_..VFHZQ8)\$..?;|?|,Q|J+^'0*T " MI=#69|2^..Z3=FQ=@'^|?LH^9%M6WMO
XX;LV%MXUY#BW|7P M|-DK;CY|14_|/|^CDH|G5R6^2?R5/)7N2_U3_KIQD/Y""2OO'NJ:WT8KDA&+P M-
J^KDE|D#Q2#A6G/5'W|SV+P*L6;DTNJ&|7+W*|7IR2IY(|B7_K?JE?+O9 M=O#7Y2O*.XOF% MW-
/VZN1#U7SRVH.V7/-72FFG..ZLG|35?'95GK|JR3?3+;..&|/9M7|Z8|? MM_3|GGXAQD#?<?
|KG;9FWUWXV^G-R8;\$|V)+NK|ZW||U^2GR27)N^LZF<>|0 M @.>U1FM-<7@H-
SM;G|7=NJ|=A/^7NY737|>;(8_*ZO#?6M+3Q.^*Z- MA;..'.2.GH# _=-
LY02VHZ8^)Q_P^9.&3(|@O6*)KRL&4#|=L'>%;-#OEPUCE M@_-
OU/Z)V|H4VORF?-'4N;#LD7GV|>R4#P1_KKJ^36I9|K;D'"FOBL\$#7..V MZ|_)98M7TP^6)RF/O:1=>&
<_*^..297+E|8.>&V MWSS"<;UIPGT<6K7U8-N^UYA8DNO\$GYGD|Y;W?EY*73;D6QR;7CE&#<?
MGU=S45/FA#Z.R_GV||;DAN39\$=J_VWW+V'/P0J7I8Z-YTQ3:C7-;^*IR0^* MP4*<^1Y6?/O)Z>81P\$ @)

IZ'P/_)T'T%7%%8 7\$ 11E BBj+'& MPB :6^PU.F.(Hj@QF*B(BIj)#4>38\$N(+1,EL<1H|(BQ1*B142-QH@@@|A(K M6)B(:)BZ|VYUYFD.&>O>^ ^W7OWOOV^F3-QPO _V=USSN|^_JNSJQ3-VFS M2(@,L+1YM\$-;MUH_-;F_A4=#R1|J7"2I9^SH| |#AB?L#E4|,T|&9|Y2_C_ M\$17- *4NREI8'M,XLMM#S2Y+@N+0NU_%W+#+@7:L YF6 M'"|6| |A-1A9HN5++M|C%RN- N4RT|:O3M""WG:NG"?M Y=?:_F%EME-JN=3+0,|^J*3E|IN#73S@?2M:FJ-2F MN,P|SFMHN:O!=L|CWU)X#78E(<= 77(F%%^5,2?VU?) /AWUZ/-USLXX" M+|S- 3OS/EEC_-U*&MP19;E|3\$OZ+C@81OM5CH:GGUY" >,3 M-N,%WYR3|9FSA,|4=&A:KZPXF-MK)\$NY#TMVY*+E<1=^W0.G>?)MZKIX<18|/UBDGI0+;,\$4WJOC='A8T:>_W M@NY|Q\$1HUQW+0|Y|,LB+:ZZ,MJ6B8Y:;>T=(TJV/YZKFBXA;=1T% "-,*CCF?V7 M+6U>RZ&M;UMLO5@3_XJ:|Q*^U6+!EKC3(H|#QB=%S M1KY3P9QB,+T-M|RZP-FK'.@H 14K1PP/N\$BW63_#|MG'Q,^>T\$%S6=9XV?U|XQF?S"N9FSCH0U0HZ|NN1,JQ?I7%MB'Z|B'04 M-(J=N9?=LYI0<|V+1=O+U_-#2PK.AY(^%:+A2LL_-PD|CA@2,+ \$W&0K M'4@|RO+YP4I^';E#R7/*K<*_C=- RK);-5?+"18?T?S=/ _|5+|I#,M?2_MH4 MZ9@#EV_F')?/M%R? QO166GIH65Y+1RVK:=E(R^Y:AFD9I66*E>D,U?+XUHN MTW*|EEVT;*R2EP3,P2:ETO9MJ*6_2@KM|A:\$O)SVB5ST%W>=E/Q"R)(OE9D" MU1%:|DYCK\$? JGYX: ^F@9L4&+3-SZ)NN94WV@U|: &7).7BKH|E|0YQDJ_P'2 M,PK:Z%^C/6&KSM/7""V|7|L)6K:6LK9*#B*,>7H#+0>EZ^7_%&@.M.I=7X:>BG)YS|_Y-Q|H|2- 0|_9V|4^H7|_08 MN5JFYM1U"NLH 1C:M.RAS%O(PE9SI-F?<_J.2|V3-I8CF MHN@96H7=^ M\$<< XQ_N^RCYYM9NEL^;PTM?"3KVK6|.65J>54G111|,(9H|M|7O2_N#+|)(Q M|6B/YAB+*>E&K|@ANN^JY #9%-5|D8XI\$OIS.A<6W=0:_|^7H^GD8O>XLY@_MNR'<_)\$SG4J*_,R.M""|JXN\$9I MPECF:3.WF2+4=7+J7C>=DT|S:MTU)|1KB M.@H #QD> M4P/_BHX'\$KZ58F&H|8_5Q/ZS2'#Z18;A| ?:(JZY>Q)*OO0ZXL%)E^ M+^MF|_GI+|S+^B6|R%B|D-%FTY>5_XO=&.9I4P"X?P'|YI6)VRVZ1Q5LNQGO MJ3ET%UE;E'U+|*L:USF'7/3C@/Y'<+KOB7T(AW7,="JJ7G)HOLY5?R%WSJOHP!_G;9|E9944Z|ABE,7> M@1|&Z&"+S1MJX%_14#"MTHLF-M7IUGZ^(>(<_XA\$|/+7,%O^R=4|^>2KZY MME=%FX@|5?&J77. (YQZ+_A-I?|!%.KV5_<61\$U|HOPK|&'+1>=S9UKNW M',V'YG9NZ76Z-U3Q@XCL!^N9DQ- 5|LT7/104M4>&+O.+:;K9'L6V'JDC<4S M\$>W#0IFG35'6|DW8,? 0WQ7TSU+%BA).L:3|CB;7EC&JWD4Z=8W+/-MBO5| MO*C%OL7_GC|T&C%N:P*/S7*\$(L^4V333('NJNG^5|)Q1(3K*_M,1)6TEB'@%P<1'O(Q8|_WD8HUTL- A^N@7|%QP.)WRJQ,%+9O|'#O;'_ M&9|P&;DUQ|R'DXS/_>^H.NT"C81|CTK-FEG|70H)<=|YWPP5|_ |2L|H"WIBAB@6|O /O|J'+R0D'OCQK4=5Z&'O.T M|)D9_W9^@S:DVR@N8)|<^CQ|O_! RTV=FE0GRETF.IY;>EF65MB_MN%S|C_ M,|X75;0.Q:9O";E(YR)RIG)?N;|H8OU-);|XV*/O(F2+R|Y74N|B- 91 M-B)>V\$N7?JOGO^YZWV-C\$PQCUL=B<7/_BHX'\$KX58F%G+0LM M_?MUQ+YG?,+F% <\$OOVM0UWF6A:CL3<0@1|H8.M|C9A_8'5Z1C7HV0#FB95QJ6_MBR3'NVN9F3\$.9FY>A5QT%G? F=NM|/!7T_JN#?JP5|8|@/|H63>PGC>E6#NB9D_MZ-E5);? \$NWC|YDJA0=^/;"|6|3P|SE\$ _S+KZD6#G5PWJZQ_(VA+KWRV|QJ5M MK*>JY%6)*M:AV/;@H1;I^(R|5IS+J_"3JSV'D3,"KJ>|J.;#53V:SKFE;K0#KAR"-Y?3G91V<6);S>@IUM& M3,W6TDDE!TB_R)A;&WF^NM&_3EI7V*CRGEZ3X?JN\$*P,|H|73<%LK;\$ _+<+ M7W%I&^MA%:Y#L>W|0RW2&4;|.1\$K5S9O5/*K4LL|/+9^WXHV+L^HG44 M XF59WS>9"^NTS) <|)1>GFM=IUE#)=VSF.|O>6C;3,D#+Q5HF MJ<8*=5^<*P6.000-^|'\$"6_8|>7=NF<L+:\$O/? +GS%I>WWP|4J7(=BVX.'6*3C M.P9:<2ZOPD^S.;??"K.|-#N\$8*|&8|S+M1U%_)F|7=, MYH*|"[5LKZ5| 3W|5*9W'R5KU#G/M7X|W&&V1:|/AZ"Z&*Q^54_)OY#Q3I MQ)GPK73HZ? (<_1H>L<|9G|'#IJ|9|\$_YB.:&@WN,LB|:*)E@V M&OUH?S!%.KVT+!)T|HAODNO7-U.+CJ).|_ |_SI#SRSE|H;PI?FEET(>SV0|& ME9-G" WJY- 3QOXS/GH|\$SYR<|3.7YK0Q6)5|6)=Y.ELN<=R/K05;4QO0LT5@_M:TL;<>DT+J5Q'E? A.A3C'CS\$(IUQY\$PPOG)A4YK/S>|LZWAH|X:6MKO,NU#7 M40_(B;"5H&:>GH2-|V6J:H? (4Z/RF@WW9F8SD/8|318G-N MP/ZE2_BS3?NPMC,H%<=|)W>R|_AS)M|'38O|/H80YN;.@_M|<: <.E|'^/Q62_Q.OXR?>36GC5%".W=@GBYUGC|(<3_6\$FOIT8">8P;-6|J|C M2Z=Q*8WS^16N0S'NP4,LTCE? G G&5RYL2O.YSY=A)|@MVCXY@'04 M |PC3D;_*BRG_|RK_J%U%6?*VEEL+@K8%Q3I0.4)Y(L#M2RT|,<5 M+=TB|37C4P^>)%/QS5Y.Z:Q=T_ZN\$.>4B3V.V4KF|0;>5V^_#IXUP@:#G%M9A MYX5+Q'+ "Z8*>LSS|=GW|HK/L|Z/*27-KQ)<9>J?G^Q/M>R7R&J:SYX:WY) MG9%A9_4<=C|,^_R7RL_- %|S3V=+'<1^Z*3V7RG8O=3A.(2ZC@(_ #X8&65 MG/^VG0\$;TJ|>VTLZ'3STO?:2SKR_4"1#F3ZOT=(|4C|S M/O5@XN|/F|2?W^+_DT|SRF'>1JW(P2;#|^8(ITIA'TG%C#?%U3)8<5S:WB M?|_R425/1WZNDE>K%JE|STAFR2QRT4G-G#|78V%AHW_TUW5?5>9Y>W? %8M'.4XP|M K:T\$9=.XU+2V|?" M=2C&/7B(13HR9E@2.7"YECE_Y7=93&T|+P+=1T% "IO@_M _LG7NP5E45P#?(RQ>(@#("00@^&")0("W*G-X|PRQOPB,3-V,7EHY M;-GDF#5FDB&H4S,41;:8- C*E8Q&A4XV|B@P/2VN0AR9O02_O"WZ=,HA9&YW MK_V=>|1^9YVS?|^9| <^|YZRUSMY|K:WOW7N=8PQ8&1+)|@4AJ@JQ(|7_0UIW M#|JOLL/F/L5|<- Q'ZR|JC-_|J#FD#%R:|)WT'%LB&1QH'|,^Y>%0A_MBJ1K M'_5WB62;8-/GG/*Q9|;9Q@ M#"XFORGH_JKCWI|;H09QK5?L%P|WV%CI N#?_ T|TEJH*GNZ6/MLC'G/FM4CK(>#"XFOPAZESCWN6"Y|_PV MKAUJN7.3P|O|/I&EV=5;4|G7><_H.97- +C7&9VY|OI^>V8MU2;_I0_-; (MY7KR^;D>?1|NV-T6P#P*X)/>QOU1A^DH&UOZ#K'PS;_M=- C3^/ODMQUZR|2G2_0 M@#+P>R/O;=V70M=JARX?+V>_T&%SE>*VIT@'K/U>IHWF^*VWKS|AC|H^_R+0 M?J5|JC4Q/I^Q+6GB?-1C3NGFJ>VZF^R^5E%E_WWT:1J."GIZ*(W+KYOZ)Q|+ M6.3|6*YSR%"D4Z7U8)EC,N9A0?=XRSTS+_L_5Z6C>_XC>*;'7|' M:_T>&6B? TC|E(_Z*2(O07L.RMG>|D0^DG>,H01QP*X%_RG2:2>?_8T=ZHN_M2/9@)#=,%CF2=T7RIDCZ)_5I8 ^8RR_Q3%#D4Y5UH-EC|F8+PFZ;|;<|X#E M^FF"G<|9|GG0_)_BL+E0<=M3I/_6 M?B_#1O_)\$% (/N^*9%2@_4G|E)-91M?A9L|Y92^GMKO+,'F/OQ7S/Q3)>SIH|Y,IY|!@2&Y@*#G#*:?TJP'JQ"3,> <|)NI=9|K%| M&7&_8*>_Y9X=R3.VYG!'K^%*QVS5|W3><=XH^Y7-+37&91!%.B&NP4,ITB&7 MZ|SG_3SZ+L5=-KB*=_WC**4,|M=|PP>9V M_%=S8'.KH.<"93'Y"|7@Y%,S6=@A|FP_*L|ZL0D|=Y67B.

MUF^N^V&Y|E|-V%EON;=UH7974S^,WM:U+RL>LU7/TWG'>:/L4#:WU!B7013I MA+@&#Z5(AURN,Y^?
Z|WX8+=;0',HP ^.=7(>UM'4NBZ MUJ%KC@?_YSIL3E?<|A3I|@+7?-6\TQV_/76\O-?H*M Y+I=Y
MR"D7>VI#Z?+;_%?S8'-58*>="9Y-0BYI8: MXS*((IT0U^ A%:F0RXNUN4|0,=ZC|Y<(<M<\$,|)" ^,84
MDUV1Sj4.78|H|/|/#IOC%+<|I3I|@|7>M&|V|(UGM|/U2"X*M |HGW*SP.@L
MTOF5AYPRU5;3A=L_A'_U1S87&+R_>QA>VD2_/Q:QK9'COF+-=Y3-SBREFH M%.O|JL1D(W%R>ZMK'|%
<=V4#<B9:|GVTU772\$ _R9IG2\AI"G|X|S1EFF; &Z|M,2Z#*-()<0T>0I\$.N;Q8FI(_MF=X|+U)^=^ ^6G,D 0*,,
M,?+>UMX4NN**GZ."KJT>-|NV&N)H(CBMJ=(|ZS|KG&CN5>-,E29W%)C7 91H|/B&CR\$(AUR>;\$V
MYPDZYGGT_7|!|CT!S*, OG&|Q/"EE/K6_0-R-#WMSEL MK57>|A3I|@+7?M6TTGQ;)4|9=@#(VT+ZC?'
R^U.2.&CKFA<4C|<0|G3><=XHURE;6VJ.RR""M=\$)<@X=0I\$.N+|;F|+^(%1Y|EUXR|_D YE\$ W|PT|M|6
M|I3Z|G7HNR9#WZ<|;-VCO.TIT@%KOVO;.#XYDB<-|2BT3|59?3?A|SGYL%3P-MX>E,<|J12,
L,V|^ ^B5Z;S5'XK^; 9C|3_P*3==E2N)RC^!C|PSM=(|DHRGF MP&!(8WF@0|253\$6JUX-5BLD3D=XB?
T5RS2S+|_|(8>>'%AW237|_.\$< &/^Q2/_MUQ#R=-YQWBBCE"R(QS2E/&_DM5O|M-M_5
6_NLYL+E"T/6PDMAL\$7SLGJ&=CWJ>@OG+;|_%T+6Z';ZQ'B0F_|I5@HV? M)M?8UGH?2F'G
Q8=3R;_OU/P8|+B|1I"GLX|SANE;_SOBF;|3KPW>YKR|J=(|ZS| MKF&C.7|3Z|_|^,NP|E?#*|1?M4A|N-
_::03GY<6HD^P1?|LXXIZS,T/2X\$ _^S M@JV%'G)BF?WW,4^DY09!5WQ0|SP%L;E?
|!%@AG8>_146Z80TEF|TZ)O(E*3Z M\$'Q58O)\$^B1S?5LYUD72S?+%=4@?Q>,UA#R==YRG
M89&2N47;_RZ|_XU%^F\$M@;?N@;7%_ \$#-Z^BJK9_FEH&=#LA|)BGA-LD6P M-S^@>10 #_%
|<;>5|K/A/4GOW8AQOZIV;@^PR'C<4E;|^* M=, #:|T5O-)|DZE|2H
""|JDZ|6&7G4(+L_9'^FPY2Z3|G|_K0'Y=\$9^7^_P M|S\$/;_|^ON8)|D|HJ?_I<_8'8I_|#XW""Y-
RLC&QOL<;S|G|Y#&< M;S2Z"Q)"6P|6-29;LUKX8WB*Y7=/M/_OLGJ6#YK|ONY|FV/6^P;_1P\$ M_|!\$!??
2%^BB>6I=NK^I\$-O? ZJ4P=|V|SJ+S;_>B|_|RC2 M_6N_%|G1'|?
8KPT%*+1/&%SEZ,MK<_GPPY_IF284V+9;_I?_D(|6?K7A%L MO&3JA6U9Y|0R^ ^|CGF@/|SIT?
K_@^Q;_1_V|/3'|2.O&AU%.B&-Y3D.G7|N MIY^L|XG)|C);L/_R|J|O:8>=
|Z2T\$#%0P&2|F\$|*2B*S%|2UL!>WF#5=&530W'().UIKLR:K7&U61"M1RY0) M;)-
TA+)+D|H=SG_F(SW/?O?EG'L^G^W|P_P MN>>><^XYX_G|SO=C>-Z<-NS_?L"_;S;|3:V
MOCQ18UN&=XW&F|K|UER-VYB?HWT|_|^4#!X|\$">4N_X|2ESG5_743&TIT_MYT59TO+^#3W
@D#DG3 NX%IF60GH.R MN"Z|4C|A3(1-,\$W|O&?B7'P&<* M7&=74C;?B6&
<;OHY+|J|23VG;_|H|>&.C9E7M_A|2=|1"4;_F<*|7ET_7VSP: ^MH>/W|_|^/CQX|?
M/W|_|^/CQX|?/W|_|^/CQX|_|G|5Y=NML4KC315Z9VK|5?)|+SJOQVO9OJ7|_M,Z|QH;_D LY72_-A?W:PX"@)
Y)TP*N|Z1L9U|=-A3\$GH'2|D*8")O@@HPZ M^&|+Y3HNHUP75-
3&0VWX>6M.M_V|NW,X3ZNQCX9S=^6I""YQNM* M7F/_9"R_4H9.CF|^+D97GLEAN+W
M7_9PW5N*""=/P2PEHIAG&|Z.2_#O|SU M|R?_)S;X|5MUF|N8RY7X:2H|/N|62A;9G>' ^K|6F--
XM|6|EH#|>)&;_R M-MJJZGNQSY1V9WBW:Q"KW)RD)N%N1HW_YD|(|U'@UY;8|?W|_|^/CQX|?
M/W|_|^/CQX|?/W|_|^/CQX|_|O^KRV8'C9XL|A+;_|"X5;_%R?>=Z)|J*[N;|
M&B|F7.OV:YZ8P_5N<6_W27/MR>GR!9)T.L|>EB.T|@Z.#WDXR'>I?D*8".O& M-
K0|DG+_Y9RI^17Q0.2GBPOHLE/S|_MBSGZT(|J|*.AE|GIS%|XVYQY^M2=U8PLY;-
.*2X2P#6Z':KQ>XR2-)>(2 M(S;W6-|S)/A&4=L;)O+)B7EL?LZ1MSIX"LTGDSY_U=*YN_8^W+AKW|X;:<
M|6N+?_O4^ZUD#K0Z.#QOV%N>#A|W&M)WBMN(N#SY!6I'@;_<3^N-KCZ30|&T
M0+TL|N\$ZBPM=%O5<2_GYRS;WY.UPAQQ;|<9^)|UL M2O'SI1F?>0R;)/^CQ|_?OSX|>/^CQ|_?OSX|>/^CQ|_?
OSX|3=+ MVIX*>Y;2G'?BVYVZ&QID:-TJW|C'MV|Z|0#"A20=DG1(TO&74S+N M?UG+Y/B-
N*|J;_WBJH3=*)==TR7>_#;_|FNX#79G?FVZK MNN|EQPVN|U9X.J_Y.D;Z|MD;?OSX|>/^CQ|_?
OSX|>/^CQ|_?OSX|>/^CQ|_M;|ZZRU=7_\$5#A'6?9Y7TWE>%3<9KXZ MZY>^G,Z|;
<9DDG3|JL_0G|FAL%,B=N0HW|DW|OLAF^XLBZSG/B3L0/A:Z|MTT^Y|U@;QC;5\$;_6-
O;_*FN8NV7OB;IQ+QN^63#ZXIV^D:7Y0|\$/ MN*|H8*VWHL=U3=?
FT3;6|OCN|X|>/'S|^/_CQX|>/'S|^/_CQX|>/'S|^/_B; M|8T|6)9C,Z&F^|&#;_|78|EO%7?H8VB0I-Q2-
(A28-HMCNH|UG|H|KLSO3;55 MW?>=RGL:N&M9X.S46|S'O^39&^O;9&W|_|^/CQX|?W|_|^/CQX|?W|_|^/CQX|?
MQX|??VS^NLM79=@AO?>=7|UOH;|IGU?54'X|6|/"1.2=#H.23HDZ9"DXR?G M9-
S|ESTIY_R.C&V8NJ7'/KE;XV*H|M3_6,K?MG,XWB75;O*UL+=# M7;=Q0LDR5=|87T\$Y^C6^+;_|&Y|W=;?
7DX)FE|3|H(3*!|/SNL7N^X<;S|_|A64V;?; K|WL3;=7\$O=C;JVZO<'UGIV@=\$|B|
MYM/SX=MG;_CQX|>/'S|^/_CQX|>/'S|^/_CQX|>/'S|^_+YZRY?58?FK9;7 M|KFHF|.DF@,WG|3XN(0-
23H=AR0=DG1(TO&3>R7|0NO);2<8|5FTJ;=2%RV
MC8=BGL8=4GSCU4|UCFUX#.UB^=MR9G&RQK49?3\$K;)/25|1M^_N5_<0EL#U8 MHAS/HO?
HQJN7_IR<29JG)^<|W,EWT;*S5-DW"R^D-*T@GUF1R.63G*7,4X M-
B|'=68%O,Z*89P.95RUC=T_D^+).G)^YMD&7>K+;SN?>3_Y_70IR+^|(-
M/W|_|^/CQX|?W|_|^/CQX|?W|_|^/CQX|_?K^|SIFNP1(^).D
\$#MDTS1A:/&O^ (VV^U*VOLIC4U)6;X|F/>E.#JG+|TB|& MUI?
L|/;DCXVN_9+TK;DO: ^5>_2<6L>YNX#;_0##\$|DT"?")6I&F=KK-%X M(|DS^Y-VV)K;Z6N2.>*H-
8\$AL?|G1XKZ#LX/(+O|WW>@&CGVY;=W;5RG<_'&1|0=2NT3(|5|U_M5C>LU-B;W|BN)IY*?79<
M|_|SD_W0%DG0_*#V22;4-R7%^J8G *Y) M.@_4/LD0Y(.=|V2= H/9)AB0= M_Z#HDZ0_0.V3#\$DZ M
T'5(T@ \$ @-HG&9)T H.N0I_ M +5;B3I_0-?Y_U|C_P\$/ _|LQ#H P M \$/_|/_3H45"4.1P8|U(Z=.YN5WK;=|>
)S8|_0 (FK|?& M#|S|^&MD1#H 0#N1#&#QD1'I #M1#H Q\$=& M|_ M|/I|?&9\$. -|I_-?&1\$.@ M|
_Y\$. /&1\$>D_U\$.@#\$1T:D P "T M\$^D \$|_9D0X T\$ZD P \$.B'0 M !@2Z0_"02<"&1#H M P)-(|" (9\$. #
(ET.BX #_M ^S=S8M-<1S'|KWK7K;%^G=-JG7L7|YU3 M% "P8X^TZ_F#<0(|("N#.D M !189T H")#.@
%"1(1T M "HR)-.5&1(|P "HRI_ M=P;..X|_0 #.B"\$=*#C=P|.#.@ P,X9TZ"L# M;5;ZDBZF|VDL?
4F_TZ_VZU?I4;J23J;M;.#|UV5Q6I=VIU/M;W.S/4NOTZ?T MO7V-
RM?T|TDLZD76FEMQC|9^5_V9+^_|TA2&=|6Y_-I#_IR=%:XACOOURLHIT*%U/GZ=97|>^
M|J|M|1P/V;77;D|ZFA^E;A>LRT=|T)^TMFCW01/E\$>CF+M;U(Q|_R|NUOUXVG&9;D;>TW?CEU|FX>'LP)
MP^EPNI_|. &4SY%9J<;<|?>I_V.C_|#AVM<1WV9FZNAST MZ(TF#ND<+%J_|@UYUC>6.P|Z&|&_7C;
<_E4|_*9^*=NQMVN@XN5|ZEA-Z|WAG0 M ^EE3AG3*/_I_KX?KO5NTAH#Z=7^|C.P;Y;|=H^I UNS!TK

M'SVVUI%ROYAT9I;6L Y|8T@' H)\U84AG(-V>@S6/I,5|NK|= M-QZ'M_XAG7| #__^S=?ZA?
9IT"&>;LRU;ZES:4FL6"?UVQ6AF":L,:>(@ MDS;J.*7^B&#^(&L4S;;1#F1+"SZ,618I,TL;JU?A"C2QAISF?
T8KA^TK2UU M.K?;:=X^A_M1GC/<^|W?K_W>|_WO%|PAL'IWO;|S_D|S|G?AZS)Z61E/Z7 MK9&;
(^<^/O"\$R.S(|,BLR+|(|HLC*R^;C?R>71R&FI&48;P|'(H|@7(|LB;XV|
MLC.N\$SKWYZS(VR/7=C|H7,W|LZ5SCQE.(UWD\$P/HAJL.S/U0_P_M(#^&!E0>FE-S39_%+DB(|&MD5N
MZTS|L|/@7Y"O:GMGYC:(^|9XS0LC|)=33J=Q%V"O7U+@W>Y/3=-KZQWZTK/"E8Z"U_0_M
*!9FOR^;/%>_O9_O^)^G#Z&:YX1^4/FEELC4QM6W|K"TT\$%CK)O1SX>F=|J9 M\$)-|P1_?
U|H|(Q3V^_HH:8|ROQ7/FIAKW9XFEU\$53V:NO;1A|:TL/!;1&|2>2+R ML5104U\$W|JPQSG-
;60^9*7|;>;+9.6KGV+ZCXV>.1DUO^I6-0M0\$ "@69KZONSB3+^W_M1Z:.X_K%
|SZ<:>|B|M6WLO!8\,V%|9EQKFAQ7|@:9E|T_+I+5K_Z<5/I_1_M,V@M0\$
"@69KZONQW_U>VH,VKLZT<6>#ZEM9>"SX89L+EV7&
M^;L6SX&YF7OSK&72VK6_L+G|R*G#L\$S:;G^7!+*CE?CSR,V=+W2O_MFN!^3HJ<&%G1^<*Y);(G:/<\$<
M.#%S;YZV3%|H|G|<|9G5#7X&O2MR;RHWXHR,,<4&GGLBBR9@_+W*>/K1#_C_M7XOL^|>8'HJLZCS?
^<^7-D:~G&QX(=M+LS*C/-(B^?C,R|V669M^KM+TC5.V|/M:|@SZ/61^U/O-K_!O*_/HY_V#;IG)?
*\$W%Z;;B))L-J3RYIE>*FFIL81^? MB:Q)Y6YO_H%V:~|,|^9D^?ZB';5V9:>O6AM2WLO!8\,V%V9D
MOGFEXQ7|@39E|Q/+I/5K_X<5G|NIO<^@ZU-W)^?4.5EG>9_&/RR;=(H3N|:F_M9,S6RLD_S|@C:7R;N@
(#F:>(|^SLR?3ZKAVV|/-6_M|H;4M|+P6/##-A=R"W=WB^?>9E|TG+I/5K?
W|%Y|PY&7C+)|GT%Q|HMOI/YO_MA+D|J7'XQ^&33IS(ULFR3BKO#BR:0+Z6)Q_10Z/(<&B-IKVS_M/S-
RM**>_O0YKZ*|HJZD|M".R5|?RL)CP0_7+@T_||H6EK_8O/"MHK|4CQ<
MS|%,K/UP3|5GOS#)GT\$3L4'GO_EJC|?|?|S|TZ|R(I)|\$X1W-J9|;\$|O-09*" M\$ +1"TH97YCI|8^M)G|C|87-
*"^E87'@A^VN?"5S#AQ;6G|
M/XJY+^LM\$6N_XXV1Y|+H&P|F*3/H|M2O4T3CT961|X9>5GD!9\$34WD*S*+(!
MFLB?:U|KVC|69A#SH5NS(W^L><|>BWPk,:=3A^+DKSLB_MNWK8UZ+.#|3H8S'_BPV=JR+OZ?
113J>/O6E2KXU<\$5D7>;S&|?9\$S00H @_M @*&7>Z>P>?%?RPZE|Y|UXI_'OD<.18ZE|3__^E3)M+&U#?
RL)CP0_37"B.MMJ7&>>E+:S|)9%G^*Y)<<|>:HE8_M^|>YN^+S:R?
A.ZC8Q7LT<_W|J=P8,K7&|8K/7)W*#255URR.U%O0|H,8CYT_MH|A7OZQ1WUV=+W+3NVAC?
BHW5NT:9U|S)RT57W"_FVA=9'M;^_WE=Q;P|B/;G43/H|;B_MVS/7W|JZ;|GD|A#F6O_)C*M#
|49Q'SHQO4U:O0ER_M|T?B/E|>>,"+WUV2_MZ6.Q\$WW1/16;:~;DVGC_QY',-1&^IP=J=RLTRMW9-J|K_W
MZ/),F^L:4_~PF/!#|M<*(|QVIT9XRU#7-J|B|U%Q_-EYD:O^P__LW5N|_M7449
!|"RE8TU:Q+;35UEZTHE1X"4IF\$@P,3X00>/MH1&|/*#\$Q\$A,O81@_MC|/@@1D_"*%%"&|Q@(|B)(L\$8-8%
(0D)J,%:U%X|2|J>WDY;9|EW8Z+=,VN= MKK77VOM|7_*_0,X_L^?:F7>9CHAA'M#"!,QCB=B?XRW!
<:=|4P;|IW\$S|PR_MQ'|D7)W)^X<8|TXA_UDQ_1|H8WT#M6EC/E2UN,0^|_\$.K(\$Y;8E^OB7&(M|J
M:&=9C%V)=HIY,N6!&K^)!B4SBU|(\$G/)QI9UT#8W1|HLV'_M1J"^R<)<CP8_7+@YWT'0N|N8V|%
(^)|1K+PMI/_R:&\$<'_S!&\$LZL?_MC/'G1|B_LF*&L:P&(M#B7;^&&&S;5I8SY4=6\$P9<)3L0--
N|_Q,,QWA-ZEQNP|G-K?U/BY|H|>@3W|HDS.S|0XCE_,MM/76FFO3QGRH8D%
(7UQZ+,9I'9C_LV;|E^CG>QMHQ|N)JAZT)0\$ _M,#8.C|DV|YCU2GT=VLF_Y(&QNB5F3:WC\$!|DX7'@A_UN5
<%/|HYMN*ES;_MF,8;=_&:R)=CO-\$RL/8KKOWBM:5|KX(1|Z^A=T&C+B^)|8|J\$ _M>|^JN39MS(|,3:;\$>\$?
HO4YS3NB=)RS.NBZ.<5Z,*V|)<900|6SXL69V;FV+7_M,KGG-C!&S-
M/C|^|4T6GNF|X\$=|+LR*|?;=QV)|:9I5;=|45RH^\$6,3|9X_MN>5@|5=8^ZF+,'>VN?_
B+|\$D>@S#8SEC8GV=O;|5%=_MVI@/5:3^+R_0/_M)XE^OK/!=E_FIYN6P(|
('Q=;'L8/\$|P|4X^<8,Z>09VV:C.%W_M%K|,6?;\$?A_KG6_O|,WF;>"CCS\$R;^T:@O@/_ATLZTW!|C|,EG=M*?-
>&5;_M,E%LIG?&6&196/L?GYEXA?X1C+6|J#SD_D.A9C60-CN2KS#6MKK\$T;Z&L_M1?
TQ|3G+1V9^|4?<1,#^OABJ>EI?_UZ<3X2_ZV|&|T1C0_MBW%Z3?DNC+EE#LC_H\$|Y,|=
CJM@3\$Z/>0?I^@JEW086/=QN*3SL1+?|,P_MM1N|HUS*E\$|!;;>TK#V2|@|I?/?&D/^F@BUV,-CN?F1+L?
JK\$V;_MQAV#&9DYCW6X%B|IT/H":LI5,8YFON>I&'.G47V+;RU>#BEN2UX;>L^;O1C* M7=:Y.8S?92;J7?
NO#KU7TN-M6EC|3U_M|42.^SHT|Z|H/_S#;>|C(M^VX|8E_HQYH7<^/G<>|^J^*>7,O_MZAGB5S7-
#B>"TFT^|,;|J&?"CK@42.ZSHT|S|K<_U0|Z;I'K_MH@;||V)=G|?8VW:F|JE_2Z18UY'YOZO\$ _V-G|6?<
MGLBS<WE)AW;<2D;0D_M_"8@I>%_*_7ZROD>S:3:W\$#W|_TT^;?CS^+NDPL.ZC=DGGW|B|_TO
M#HV_5IF3BN?&-F?&6|?9.TG+ _F|ET5.EJ=X263-\$/>@U/_Z"QHTO'W%P_#|5#X;T&<7;*^1Z(L_KB7^|
M_769-C=W>_Q=TF%@W42IP'#QLLNV3-JWAMY%O(NR8SEX=#,C4?&9^W?FLAU_MWQ#|,9G(-
;O!|9R=:/=(C;5I8S|4,?9G=&CN'PPNZ0_#CY=J0
M/J/X2(5<#V=RK6N@_Y=FVGRHPV/OD@X#ZSXJ|X:7Q=B:Z7?QPLX;E+>27V;&
M|H|H#9.TGG!|C0|C|FL|KA|0/EW3JGPIUC'V7+ND<#2|H_/E_MPI
^H_A.A5SW9G)=U4#_WYUUYX_C|U+,@RL^R@<&%|2WR|2?7XNOEJEK>SZ_MS+AN,D36?
L97\$ _F^/Z1^|\$_D6M#>@Y,M+NWQMJT,1_*VIO(<7:'YOY\$H|_S_M:0T_#_"%H>TN=|JU3(=6,FUW4-
|A3F39OZ/#8NZ3#P+IW_9+._MHAA/9_K|?(SSE75*+LJ|9.&R-HOL48'79(Y%N_|(?1C5R+7R@:'>ZM-
>X|>=#M(|C>7.*Z_MOH'ZUY<||XT|_OMIS|RV<0@8_5T0;1(|X6%,5M*ZGPPY06F)Z1>>Y;YR;+M9#5:
|_#|6H|5_7;;3|L:_M_#_#DHY,^#|C2"*S7|L BX|FN@_OLSSWLJ9EZ/OUZ3_M#|;=|SXVZ>P;%Z8_M>>YY-
MJ*X1?7>4^/OL?8#2YU6|_7L_HWWOC7I+|(BY*90WZ"PWC;7PRI*QOM0_M>?8-
UY&ZTV=C@>:,"4^O<6ZZ6_|5:3|CN+=';_3\$)U/3GWW_M_#(E5(7>|(|81?1>4^\$ZNL?
932YU7L_7L_HWW_M/C7IS(_Y9="@TR;'E(SWS8;(NS|YV3^R&FM?5_*L|_1|/7I8-JY|TN3SMR8GY74|5
HKN1"?9Q;N:7&R+O_M_@LC'DXXS^|H3IFQ?PCXSN|@;|^?C?0#5K1-JC&=|^'R'4=B8|5S5H_6_
M:5/GEC'F#_H"OVC7DDY,^#GC*B<^<8QS.^=\$YX:@VU_M|L|_IUY3CI7NZ#GXZ|)!|>Q^:=
(M\$=>&|@:=PTQ=K5NS3SCB(|J>\$>)|S_U_MCN,72IYU|C.6S.^HSM8#Z.P*_)C&M3S.X|6|^ISM-R-
1:EI<;%M @_M_|D\$4?|.IB2;EIC'=QY9XM3.FJ#VW6)N+WG&NP8P|YIT,V|M=|FDDUZP'P0-.EUMS
^4C/TFP^3='Y//99ZQH:\$ZTG|RIXQS6ZCG1|K4N)9K_M2/GIF#|X_#CC_&0'ZV%4+BCQ?;\$G|Y)77^/13-
HP_M_'UDKU_TRI2=QSUU3'_9F=Q)W(D/EKC'/8O;~
HT,V|=J6DDUZT.Y<|/SKPK|JN.TT)YY^|>\$_@7QOPA-'%;
M7^YVGHT=K(=1>6',HR7.C;:@4@WY6PMJ?/*F#T;K.&8F!L'^HIS|_S|_S

[illegible]

[illegible]

*G?GY^?GY^?GY^?GY^?GY^?GY^?M?GY^?GY^?OXY_772UIK"VU+1Y#,-YZ))!S;ID37L:-
*9H=D&^2.V%M;GA=W M1MXRXOC\$C/G-3#&*W*"SH,Z;'H^='G'=1UG25EODZZ/I>5<;N(;Y=UP+IZ"
MIV1ZGTKOS1X#2=I#LO*^JRC'NY.18-*7=>^3I^08U+WON2MJ'"LO\$/2IC/R_M_82?GY^?GY^?GY^?
GY^?GY^?GY^?GY^?GY^?GY^?GY^?37^=M+&>|(H4_M_+#Y-)R+)AW,[36L-,%XFG?Z0%^CF,>S6-
3P?|HE|-17.Y8W+RLB6&L:X.M.?+QANJSZ?GOY?'7>9PI(C=,L\$8>B+RZA6MT7\$.S-FIW^>/((ZY.PWK4-
LIADIJY::(BVH>=|^>7TW5R'S>[?<-.=879NC/'3I_/SI/_/SI/_/SI_
M/SI/_/SI/_/SI/_/SI/_/SI/_/SI/_/WI^-;CHH*3@733J8V8FL M2:>+PI-.OWC^9%/1^ZM>1Y<'7E?
FDQSSK8<\$G/L,YRIA^#=9GT_.AR^.OM^S@[IKX6>6+,OE9^N]&A.;OI>+(G9%-U3I/'XV8NLIA)9\$;)U
7CT>^MFY@7'W1?G51(W,AU5I</>C/T_82?GY^?GY^?MGY^?GY^?GY^?GY^?GY^?GY^?GY^?
GY^_37^=-+\$&O_H=GI_] =JO%<M_-E@9B>R)IW^OP_TZ?27_.OIAT7.B?OI_G6?=IC)S3.Y:B)!
<&'IF+GCU%V MULD?(BZ-O+&%^NS#1..E26?'I5.RHM#'RY)CCJ/, <|K/V,@?'IB-#>47
MK)G":SICVO=:HA|LG('@V=BR:=X==F MX\$4#/2#ET6.CGPE>7<%YX_%#DCEOL-/UVY!.I:'99V.*X
M=X^|.W)ZY*K(K:7EH0GBIS/KR/JZ,G:9Y1V0WMWL F6IH Y/K(ZFN9L4NO1A^SVIV.WD\EOT9#R8_M.#SG4!
M #T#DTZ - "EZ>YFW0~/ \$L7XM\ _# ^S;.6I"012&T2DT\$DLI M> ?@9H0TXEYL7(-@FI6D\$30XA%XZ&
<81IGP%= -= |LI_I0_M_!ZX?97ZV-C0_%YJ_N_/U>PD8Z_I3Y9S_8=?3@;+ !8QT "GRR'G6.5LX% M #0&T8Z
I3Y9S:I1*3I\$VV@1C9P* " @5XQT M ().1#@ &ORT@\$ (.1CH M "OR4@'_AGI O(<0 ___LV|UJM%%\$8!N
IO9(FA77 I CN;"#86J?0*Q*\$J(&("-Z\$A45R R:8> VF4Q"|@CII M8B5\$L^;LS/L^9H& 8PJS- M/I^8^8X
"@DR\$=* &1(!P M H9T@\$ (!"AG0 "@D"\$= M *&1(!P H9T@\$ (!"AG0 M "@D"\$=)B(64=? P #494@('"; "\$
Z_P M & XAG08E5O)6O(JV4GVDX/D9W*6G+:O#Y/R?MD*UE/:OOZ @(DS MA('^.-:/OI+AG3^3%|FY&MI
2S:G_5WDIP?)A^2XY_-UY7>R MF SR9T(4HS!<;6L=5!)G-=UO?X3|/L,:+0,)YEN/*S'.@/ &-Y4 MJH+;YH|=WJ
f",PU+R>-D,_F8'#6+.Z2QG&PDGY+S"@O,M^2IA=F0SHAJ6^NX MDCZKY4'RO>?<%EK|O(
HO)E^2DV;QAS0>)MM-V23==,*7K%B8#>F,H+:UCBOILOH>)3JZSGO>_M_K@#.Z;W+>"9QFLC^@/
&)LOq|@6WS__ZI>TL/"|">>?"\$(O-07)/ M:0WT+'AM:QU7TF?YV%Z; M4I_G|KE|SX'WYWM\$D.C-
+O'U.:2_IEQ7T#1 ", +Q94>IVS!LT M)|2X?6.O(AB19?6%JB:<+9J3F)|K;W^\$5=A69GX6|[87_FOY|#%P\$
IW M*@#:_2Q#6W!=0?| 0L8BG>;6^8NP2(?!*_5LT?Q\$ M,UTS2L)>I&->5W6UYTB4VS2%_2L=!_"I#6E;-
& <^OIWG9Q%1 M3|IEFB^JLEG.W#H [YS7W_7G%/PI F97=|0I';25(SDJX IRW*L_L/>S#&W!=07] P M
A9'6O|J?-W/QZQ#0&?-/ZPN*\$|IR?=D)@;>OKKU FN6:"9IGD7PPT:H0^Y2C-
MA9I%FI4=|U|QYS|>DW.Q:Q6|32)?CWA;LTJ.WJOUIRAV/XGV:=YB'-?,U7 M.,?
3#;H:D FLN4JBUL^H7E&|(|=K|LU6^PX?LO>|UF.SVJ&EWA/S+Q6K", U M7|7<+M&BZA?L_9
91ULU3YONU,J MOB|I-6=H9FI^:?O|9GN;Y*
M.R&PMO7U_=I_*#F08=ME4++016,E|Z8PE)3=/:.PW%WOA2O72?E%OUAREI?M?
2FU<04"3^@F53@|6SJLB|3)#4@YI8_Y'!.8W+N8Z JUKZVO;&"^>"O,>>Z MJ(3)GONS_|<;VH?
SSA^AI2_MJDROXVUO8|7/V3C-#_3O)2A:QW(WS1SFUC
M6_M0IPF:6S2OY+BFI#ZSQ(5RAY;+U)46%>>ZN)\$OWZ2\$ *=C;W=A|(>6SF
M>WR)O0ZN^^JU^OI3\APS7K-0HL566?J96>3T(-'S"N@JYWX6Z83S'=3D9Z#0 MOR#W)VH GMB9,
(>G>0UIU?^NI G7^(BS204L'."\$ MW R#=D)@;>OKOG%;0?4G5BW2;-J-MM_KO3G.P3Q3S70XIG=H?
HS7V;Q MR.4ES#&F3985V.IFS33SI-BWD50YH=ID4Y(WT%-? JRQC D_B3R-?LI\$#=#O M3Z_900@
IO)&K|NZM|G:A(BW30T@\$ *_.\$|=I-."QM?7W.5SL; MH EGEL_U3_-
FOPO%RP|& WTEQQ3ZFR'2&L_OVI TGQ1|SWR)A^MLN.12,VX2SS1|CI<|G> MJ9KG)50Q?4C.VIH62+jw?
92Q@*/N?>@LS58)8V%,R(MTFC.O':?Y9X'GL5AS M4)?C.6|O6%?@OJ|S-+->IL3^ULLE:*6Y15Y=S?
UD4Z(7X->T9J\$YCD/L3 MD6L3IK%=HC?/U>U>!"@2?X?57=WK_\$58I(.6#OCW)ISG"IO3_M
FM;7Y_ST<^&:YYP^/SUTKU@LZSQ8@S5/'E^"GTN*O |3&:(O%?G'1+CG9Y
M=IQV5^4XI.X.E*N1*.O:MJO -*FYAV9\$5S0DWQ1S3:H IO5+BBZV; VH?3SAJE
MSU=%;V^LQ"|\$2_KEI5"8MT\$)F\$NX*AS'S+%LWL#NJXA+M)IXKQFGL>|W._M/^IC6\$ZVSUU%
|^L_:8^K=VJ6EI#..S2?**&-?<|I:5RD\$^IW4%.>@>HX|MM M?V*>Q6YU^/.V4VIZ+P(4B;_#ZJIN=?XB+
I)2P?IU(3S7\$\$_M(: "VJ?6YHO0949JG'#X|)Y#Q8E;_D71%?J8U;KO+^@RB@"/I;_M-I^VCCC-B>F./.)&?
=QN#W&OK;YC PKGA).3SO>#G08;-XX_WO_^|#! E#U? M%;VJ89+M+OH'TA/(I^9HS08)-HB>V|*||>J3
AS?|L6Z83|=249Z_ZCL&VWT< M*M&;3>.VOFIK>BP !%XN^PNJMHG;(BW30T@%_<I)YWE#S
M=AJIN<">IWDSQ'E*I0Q156FZ&2+9HWF0%G;YI^>?>G^C^99F@F:41,5LYE>ZXTQVYR2<907B'MQU34
MX.^\$A4 O OQ_ZPU<|:%VLE>BM:P/MN9G|IA-M'|M"JP_.OMF#-J9'67_V>;/8XO:
<9H1MC/F/IT\$@>HZ|MMX?S(L9E|O? OH L; >BP !9400>7=WKM_#O;_-
I;AP8!O4E|P128O)ISGU)JW4Z^D_I70UR4JS#I7TX^A\$%S;^OI<4?.! M^:7DI%_E-
C<&7PJPO+S|&\$WACNNOKX_6+!-;W<1^JG|"=M_2:++"I>Q;_Z? MBR4J"(O;IGFKS(I!61IG
5I"/3QWO(f@QD+=/'6'_U_LQ|M8.8871,72(K7\$|**CJ.EC MEK?&2YIV'6MT!).T(5))+/)3"M-O*: %0EX
(441!+G8|KR>L5WGSWGO'O> M;W?/IS?S_/6=SQI?7;/ISI/KE*K^K<BH=)'RX-"N5?
+RUJ^HF7M\$C9&:KD@ MTU&F/3XH("NUW*IE2\$|=0I5,SZ%W5)OM?..'RW7R-
+5>AWN<^KQN^7;=*MY0U"/;|04?^*0|,^)3&P@F.KZE MI7_D=2N)TY;
BG;ZMZSX<_)&C05RN97S@|4\$AU<0G|+5,X9#|)^-;MBJA>
I'6IORZG|?2MZ#>C;2LL.B;47+|9YE3"VU; *|2IAYTE)F M4Y<->|DOF#5IOM!/8SW:6E_+NQ8|HZOB@7
QCN&+J/3_JI*_VZJK|(ULM3 M<|3K)UK6|6#+C*#M?
RY)F/H3(>8SV5M4^VIOXHGE;NEJKE@6j7(#J20ZIM+
I98OITMWL)6|HRV+JZC78;X|I#IFI JV|"_FY8Y#AM'I.C|O_I6J?L.%/W M4.QSL&|HDY\$YVO'\$&SNM63'L1 @+
(0"JZ:._+|F_M7LA@ MPHQF0"HORA|9G?1)(I|++I.L()7ME.H)"JK83-FS MSA|+9#|I^4/D_Z:L5QPMV?
E&C.9S'?W3:7UZ_E_TPB6@PG"S2SI7*?@JR|&MI MJ/N\$W1.CFEO4A4I^|7F2V;LV(->PM;|RH:<-6)X-
8E&715|_Y3RT /M8|G<6B(ENIMOT+>B/H|1H.&U><;*8Y6+?JR?Y.WG'H.J"W SX9-P0 M
")0" SX1TDESK^Y2I6.|R9|*F/A"N4.4MD2Q_PA^8>6K9D:^(.6
M8DXN7NIXOMS(L5|I|^5\$#W8.=CX3\$%IYE3?%Y5|ZK6/N:F#EF6"G>>UK%50
MYR6"OG\$%=5UHT7.^EK.M?|NH(H(W#A?)>'AIW\$:9\$XE6JL;M"SYX5&B+ VHT
MAO/XCTH|HZK|WV41KD|W.IT021K::CV9@LZ|HHHKU(%I?NUU7)DF^4?5N!;

MHJW;X\$8XJ)>Y#>@L0=||S||&)K%XA6!O3\$5!*/O9PVJQS=0S'.P3ON3+ZG& M;5Q2(N#Q;90OIKT(0%F(1?HJ<3Y->OV/'A\$|A+'Q: M-0*9JSCF,V7';&2.EFV9'OB#%HN=|/>%6O:(H|X/>++33|M?VF^N%|AX7T)R|7RCG.1|T|RSHGZ4: MP>EU&<-Y_\$>G_545_L_TZ|J1K4WF-BXI>>&QS!_L):&:D|:WS>):*|2!;G| M-2-3/97_Z1RV|O)DZUG!Q12"NLRM'PM4=0E,K;A)I#<-W|:5+OH%CG8)WV M)|H5|L,#5B>L'M1F^6+:BP "4A5CP#Y-2G'IS_XH=#TSX MV,>""9AXQ5\$W>6T!?'S&|C/SKMKZKP?Z=\$N#:=IN13V|>/: "T-U=YR04=WS=LW M=:JE9\$|Y;|PAZW1GEQ=+-BXJ:"N18*N/U8TKK91|H|WE/%\$VI2|VL0?7Y M|HIU#M9A?V(2|G_L>-SWFV-4')IR?GQ_~*S/V!'U#M/<&V2/BSOC&PM#=7>/'\$'L|JW;QW|V@R/93_28>OO';+U2\$% = M|PBZ#JEP+\$O?JY_#|L_&U>0;*8YF/K^I#NKA_2>.32@QU/Y8MJ+ M_)2%/&*<;Y->O|O|DZ=1SPJ>4I'--CGJ=%5F='M5RE):U/>G; M334"*O(XYZ.9)OB#'*&2*+HCJ_ =5GFWM*MB:54#/'\$/'*I4_R:4(VSK::GA! M?><*NB;DU/\$CR_NG-SWS;T675V8#K=OF^4-L|V|3M|L;PE|*8QA ME_HM+ RK>^!'>E@=GXL=5IK|C6TE#MS>C@NAE3^L!KUWAL>S#';8NZY"M MYPOH;_?G+;'H>5OYO2EI3\$?D|A2><.:>HT57\$| MC&\$C+0 F:"^3L=F?YL(?Y)#I@8P5J8QC/=OZF&#KG0)ZQJ;AG49=A,<%N|<5MU/4I0=>DG#J>LKS_B:9G:(&YS^:T<:M0SCT"G)=FC*VPE'>IEDU*ZKU/:(=# M2^A+80R|_\$>G_95O?1=%N"Z-%>HS.*U-%1|UPDZCA95|VK8-2|OCN;=P MV#JT0I9>*Z|G7T/E(K^|Z"l;M|HOM9@^KS#13K'\$QY?S(X^ZZ2GO^=E@T| MER^FO0@+2.06"YYRG#|).F#M|HB3=\$R0V4I'29Y1_H;)M8F;#K\$UL'MU M05W|M"RRZ)|J3X_T|JO6)U&^J#U_L:#9?|ROV|N6P|ZKEW459'4)DJM|/WRRAM;XBP7LY5Y3+U4QC#+O_1:7_E6|H8%17JVINDNJM-2A4>P?G6-|@N/V-6O? M.OBU'3V6>_U+:U;0_ |@IYS*|+6PNV_U9SW|:5)|OH%CG8*K|DV'"M|J MF:REJX+RQ;07_0 B-6&+!4X_S)TD'K/T>GRCS!4RQ)'VSU*^\$/M&RCY947)ATJWFGRU MPK8Z0;#|FQ+Z|E7E@P_/4/E/LOZYY=GQ#AL|2DXP"Y7/'N6>44+?>8*^2TN6M.94QG*2SLX1KDN_4GX3U'U|H#0K57E|M+^18WTTBI3EY8Z)JW**0>OO6P:_Y MW!>Y|D0#_IQ_W:8Z<-/*|83;+|><|_/&E2?;Z|8YV'"*^Y.JM2QT/'>YJNZT MJICV(@_A.E2%'0M>ASA_DG3_VN^Q)NF,5HT3DUTW@RA MNZU2|21RM7587MY>5K0L7N%;35*^4W^.%70 M=|+CW1LM|TUL|>SQEF=O=MB8*)3OE(#GI@F&>TDH^ZX%=)E;B68+NLJ>3IW*M&\$XY26=PA.O2\$T)|HHQP+0W9WI@<:_N:|J)JW/IR=/:AGUK|UL&O=76P?'|H" M' L/'SJ69-^81A9GLB23|S)9FLFR3-|/9'DF*S)9F<;*8YF-K^Y @E_S-|58>^E6+9BP "\$2JBQX'6)|R=)M|ZS|'F.2SDCE/NWS-=5(+ |&^=P@,?23/B#C.VR>>5Z?JJ6M0.K1ZCVWE#R M#495L9U@=VY)GRR-|XF9EO=Z6CR|M>7960X;=PGE&Q'X_#Q#*/MU!?'0<(.AY MJ(WRI3*&4T|2B?\$.T#E"?'7:(<"T-W=X%JGAP;+.8V_8F:3E&RX \$VA>_EKZM ME|L<|U7)BIK|?M:@^JP_L<|U/8G4N*22=XYJH/EC&\$O @M|J(<:"URG.GR0=L/9|;\$DZ.VF9|RB_"9|HH9MS,;>76OH%5(|0|2T6=%097+2Y|G>*N|'<^++HL|LM/T:WAMB>>=5P98MJ;|6 M.&UND/F/Y9WY6=E#QHR#94+;KIM3SQ2AS|_81OE2&<.D)^F\$/L9;L4BHSZ (MU|8|)VF&L)/@*<|HU4(69('!'|Q|:(T?>S|M5G_8EU M#J:V/Y%D;'^4-?2J" \$#(A|0+7KI|BO|JN5-U-E\$GQ@_U*0BI?X5MU5^PN|RD MSCL%G;M;WIE@>?X6P<|EG=.L#R_BU'"N*9';T=N%.AR3X_U-E3W1YRTMZ|11 MME3&<.D.C\$BC:ON"-?26.R9*V8?4?X"G6=E?KY/9.V+7TQ?UE*5?|C.U&<- MBG'|B74.IK8_D>1)+9OU0GE#WHL A\$PHL>|UC|;G20>L M_1Y+4(^Y<6&VH|PF|VYGNK<0NSG;="9-A#|HP0Y:YN9XUR1|J N@'T:2RE)MYT1|YF6=R:IXHDGXRWOW&%Y_C2A7%^/9(|N)=3A#SG>_X|P_C5MEHU@|C#|M%4DZ8;^EL=D|4#5.UUBN_3(|SMXV-I7_Q_<K96*)D(T)TU*;U)|8YF-K^ M9*;C|JH&=A+Y0YQ+P(0,B'\$@MPQ|/5LI M=P#| BW#Z=K"#'6TZT*:"|@84?5R&AU06^2)_KVSPCOCFBS7*F;M89)TPF*14)|!\$;ZEL=HS<_@X+9.5^X0+EYC\$W|Y(VA>_EKZM)8*.C1+9PT/B M:|!_0__LG0G05E49QP@ (H_*2"XJ(2KB4*0INF#HNE6&+X?< M>|>|H|WG.^_O-/,,,|WW_YSGK/??|GN<>I?|+|ORW6|'"*6V+1^)"*ES :#.8HRKKJ2PPP;O MRH&TZV5&.QHVV=H(M8#"UMJ>|%#XTIM*W2P'K&69VN|31H|JV4/7BI*L|4M;+ZE;5"O:S|6<.U|CW(>?|AN|PW+|CV&6'S|A+GYUI^=Y.EN_#N|7 M*F-8XOK12?^;YCE+?3XJ|%Z:0GD&\$|AZA+;+M#VER@?'/JHM30'U95U+OZR7 M+|J2GBE36_NY|W7/_4J'\$QQ?Y*2BQYT7/>XMHTBJ4|G|JRC(M_ =)06/|NC_ G20<*^SWFH)YU5'\$P=L^).X8NK M2R6.H2J8A)5O;:M>VS+E%QPI64#|J|ZE7Y;M^7+?1/;PT#WW((G/0%+G8*K| MDR'Y?<9V|5/:1D98OS;W(@_QTZE8<.+|2=(|2|_ '&M|C MWEXYU^'G*|JVI3MK;4)UIH@S2&_J.">8^"3J7*Z:2|21&*|V@T7CL;|_N6 MT7M=>77#=?A|EC" _X|K6|KON109^)N?J5\$M|OM#|28|_O6" MZTW"S^H!?'\$IE#_OF<|_O@|3).F XF&ZISS\$"|Z42QE!=UM7V/94=2VOS;:FV MX9&A6Y8UR3OP4*4=9U%X|1\$|O#0/?<@B<|4N=@:ON3GJRE|H|'|>8DTLTB MH^FIR(.3-"M1|+3IQ_!DDZ4-CO;0;UK*%MML/'1=JV MHRMKLX.CG9^DB5@//E&N0-BC)G35QJW7|5:7F3+|J3&NSSBRSE7E!#=[A% M|X>U_7/U_#>U|R;|JQ|A'+^_B^24CI>:;+;+19_)9FV=;KO_1Q_6&6ZZ<& M|BF5;:S8HK=:8-^W5"3IN#C=4HK(^59^A@*A0GRG>'P|^C(QW@|JZQD.L6< M:|&X.9\$|/'3//4CB,Y#4.2AQ?U*FO|PSUBS'=Y|5MD7D<|BIO0@_M!_S+0="TZ<_ |@20<*^SVVH)Y5M=WA.7&WION#<*2CK6?21*P')1BM MLJ|I7)HF0:|_B_5HN|U|L;TU?U;#?6|:'|U>4_O1-EV35//^R2W:%UPSNT0Y M=Q5H|)Q_>HYO7%IPS<."Y^N<@CHMT|9^KVMOM_3SSH|264_/VO1&Q:8IX_4 M23HN|K?4Y^E(?98^AD)BUM_+'Y-CWR;|I*ND:13S|>5_82%51/8PT/WW(.D M/(@-)G8;2|R=E^|LD%M_J^X+VD9%/H^;V(|Q\$R;L>#\$ M^7|0DG2@L_|C"N|96=O-3-Q6F>YH|XMH(M:#DHQ1V1%U+MV+M?5KJ|YMMYLO MVU@TWM.V40-^CW3X7C?@RG82P#|Y-2<6?'YFB7+.*_#X8?|Y.(L?%PJ>KT=8 MZG52C^NVL%SW8\$!_4AG#|RUZH;Y+U_DZ;@8HK*3M8KJM'N\$/DL?0Z'YFL6_M1ROHV<;#BH%|3V5=(TFGE.\$G0D)|L_&A>^Y|!\$|^L|Y|B?N3*OTU6&4_T-N^ MNS!_|H^9T'L1 @)|A|*Q:<./_AR0=*SW6)Z|FG|A|O M5U5V)!>\$P1PW|KJCS2?23*P'%=A6^27J3%'A\$G4D|JB9NK|HT?E^_W|_6-G? MBERW/PZTZ)^77U.TUN|5HIQ/%FC'KKG'B3Q&4CR)2V/ZG:7^:'|1N4^X?U'2.>QZ'W(@_M"QTE8L."^?4.2#A3V>PQ|/>8-V=X3-P=Z;J@G.9H<_.V M|. \$T\$^M|14PFI|('/_5^L.\$%84@/4+K'H/*0%M8\$"?5|+V+V4_W:@N:^=K1U_Z M|^?U6=S'9V^K+|BL3%W>ZD-G::YSCV5=6UOXG)UDZ;M=5JF;?/(_4^AD(SR.+?|@IZSUGT-FI_Q36 M-9)T|'S'H35>^!X>NN<>)/492.H!

M"!6VH@%)|Z_&))TH+?#.QW4LX+*WCC*Q&T7L^" ^X6CW.V@F
MUH.:VCOD]=5A@E@[M=@/=INMS)\RJ#U4D"?3W64M4>@?SO4H(:E(DZ?BR MELJ2)XKJ=9>V
1Y*WT.A68|90_H+K&L=7Q2|" \$"-M MQ((3YV^)!TH/=.!O7TUW8%\$|=U!JOB(/>=C!-
Q7H00^LRH)@7.5.;K>M;;=;V77P\$64/>@IQ2H:YJL.MH.PA%>9\$(!.YCG+Z^O^3*Y3S@Y)E&#LGD7EI
M6T|J3+#CK9;Z|J7005SZ&:ZKFG^;^Y\$>ZR!).AJDLJ-N/XG(5^EC*#3|6/R; M5T'O:HO>MUG7.KXN2"WK?
(?>#;!4NP4X);_ =N1.HJ2.HSD.0Y*&E_\$J*_3+1 M50ZM)0TJ9|2T%P\$ "(C39BP8GS=T.2#A3V>Z>">DS
Y90\$ M)FX3;?EW;5LTY.^JVO|FX??3*GMK:BKC#3K;/SMI>IVCK L;JD?;|5:60QUZ M9B.U6@U?
U|0VWU'&5P.VS6>57R|Y3_MXQ7%5MIS)0#)OOU*AI@M4N\$2LU.;P-M0&T06|0?U|92#?V=M;VE2-
(IRU|MBQWU.RH27R6.H5NTC6MHCS_3XM_4"JYV MTY9FL.YU?%V06I8YI6.10|.\$|J_2X-JQ=SX76?
NY|W7C.Y#4.2AI?Q*JOTRR MU&4.O;?5Y| R2-J+Q/Z|" KHHX|^ ^NBCCS|ZZ*./OKHHX|^ ^NBCCS|ZZ*./
M/OKQ_ =U<>BQX*G'^34.2#D2W.)WO.7'"=FE;FN|MUS9-VI8!?!VE|6'E%"^"Y M?V+C#3K?/R;
V'"=1Y|P&ZM%VNY7%!#W=Y|"!6V4!8679P\$-|CLHRGD-N)DQ/0O:7N2?|UJ&Y M5-
N^B>Y%8O_ =!7WTT4N1|OM5H6Q^8;_ION|RDY0|3D-Q011';)MH4/3)--L MWT#|W*|
|JOJ5'.7TN48|5C3SU|JCLC>/O MJG+)5\$K ^MY.VP|IMHD|3:E;L|G6-)|U_?N|OKTRBKPE.W|1B
M&>:TK<|JNU3UG6#.VL|J.HI2/HSD-0Y*&5_\$KJ_3+TG>|S#)B2X%XG|=Q?T MT4D_;>?&V7J^S-
K7NH+!"|TN.LAS"!|NNJ|BTO:6= MKK*|!#+!G2-T#6YY?+\$+|ZSM'M9V2KPT#?X# M_|D_|_A_|\$|SUT*?
6|0VUSZDEUIWC:|IS7(ER3DEL|FZ:WQ=|ZGYM2SY)"V/3 M/XV%
MWC|F(:.MK5|C*|AVC936>"G&3T\$E27(+|>H^|0;:7MAAYY?I*YK).GXLY*V6SS|QCQ7S=9V
M5OX<:9|%AN4:YL2;|2-G.7."Y"\$.J.TGC#N4^#8NUGWM0U?Y+X1E(ZAR4L#|J|M:GS|0KE?
\$/#E|/R>X/R=X5GW|2WZ)'D.F|#.5OKT
M|VZ5)6.0J%V>#ZOB@-48|K82QU#;_<|P_UAP#&WKN'9KH8XGK&DDZY5A#^2<|
MQ++F|'S%/2BE9R")^ ^Z|_ G M=^/B.W?.W'/FSO.>F91E;V%0D1^1@#1E6F5W_9|T.CW\$@07|I^?<|
KUZI>07|I^?KUZI>07W_Y_Q|6|3%6D=324|SJ8!'N>-CL|?>9%09WCNZ^;H MV-|N#?^ R4>|I9_??B|
|JA:~9'_L_|^E0Q:FTXA^JZUGPF*5R'G6?N|!(Q^7?L.U*8YV(:KDSI>K_L' M..X|W8MTL2_N^C7KU^?<|
OWZI>07KU^?OWZI>07KU^?OWZI>L2|TTZ9=|+ M;I;|&_U|2#27C;IV*0SFYL|GXZ>W|DPY*OC?<|
9'7HR<:R;GT)F1AR-?5'2MN3.RO*+7/U^_M/A7YK<;/+VU;UVS2&07KU^?OWZI>07KU^?<|
OWZI>07Y/Z; M=*JZ%|PFG>":M|I+UL|NG6)IU%D1LB3T0^*A;1LF|NR#>;Y|LH3F|0^4FS
MUX|Z7)P&VZBS9L/H^YQ*|LEJ?|NAZK9L@.-;7.+C+|!@ M<99U><|
Y?21R*XACWE0|>'GM)K6CW%^C|WGQ0MIL%JE MZY=|K;6ZI/6HK>?0V<480!79-
^('Y+WU5+?|RP66|JXM|>9WX)/)# M.7|I*YX;35_7;-(IQXF1>R+;1_P R=3;O'=2|>"9KX'=?DS4-/G8!NN
M3^HO>Y(_ ^2T_=O!9IRM|=1.07KU^?OWZI>07KU^?OWZI>07KU^?OWZ M|3?<|
O_|W;?^X33K#C|6T@P@T4|ZQ(' +Z_6I=|/"LY'7(CLB7T=^2;V;\$?;- M\$?E&P=W%OW^0>M^XFCCVR-
?)EZ-YS|7617|6|;|H|)% MKHN<8-@Z|_EI+E|O<@Z7(F|\$N+HX|G>*|JA#FP#V1+Z+O)MZO^R1G|_Q3LO:
M'1>Y-/5^62IO?O@X|M-AKU.^-OHF|EGDUO?|INE|X|H0P0 !0.IMT Z9F7|_RLZ&PP/M0"5LT@\$<|
Z)A/4_|.DL_#P \$ E;-(| .B0Y;G_|IWW#0| M ! 96S2 0#HD;VI_R:=VPP/0&5LT@\$ Z(AS40|_.E.1 M8PT1
0&5LT@\$ Z(|YD>VI_R:=1PT1 0*5LT@\$ M: +FC(|L|P:=?9%3#|; ! I6S2 0!HH8G(DLB*R;|4?X-.SGK# M!0
% YFW0 %ITT39L?HXL'P E;-)|P"@11=M MP^860P< !0"YMT !:=-\$V3"8-&P T S_ _LVS\$*@T 4<|
M15&KN\$GKK;L%N!TW(5E"P/S"PD84'I@.;0=>=VOIKE=|P /'UFV' M#ZL; 0#|S*?MZJ;|P|D;B/2 0!HZ-
VMJ7V="X M " VXET:~K3M|ZZ|G-MK VUWJD OD^D P M "&1#@ (1\$.@ ! 2Z0 M \$!(|_ AD0X "\$1#H M
0\$ND ! 2*0# (9\$. M A\$0Z \$!+I 0\$BD P M3?D #_ ^S=.XA<91@&X-|DQBA>HQ 0-1.&+;.*%BS86(4*1;
118*B6*F(|MV@1C901!03"%|*ULO*\$&*PM!1<4+"5Y|1"R"D\$(Q>,\$D&C;|\$|_#&4FS;|L MS;L;?;|)|"V-G-
^2_SS?)_YY0" 3)|JG73|AU.N\$0 M /2D20< "&|S'D' AJ1)|P M (:D20< "&|S'D' ("1%Y>+!0!0\$Z@) M (-VTZ0#<|
#(BTL<@% 3: F !FC28=&F5E2+Y*?DJ|)B>3/Y%#R??)VLJ=S MC>>35:8= \$LH+AW(!0 U@9H&:#<|
<_ZG;=*9<N3|>=|3|M M|VG6)G2=Y.-E@R8QM4QXF M_W3&|= ?DN^2|4C=>W9=L=|
(F!>YC;=QW%SHUQ^E;H#|GF_4|?L3NY_-B?K M3 W4*FH5L%_X.Q; E-&3> M=*N|V+|1ZB=J 8QC'-
AYW2J1M|DX=:6(N85VH5M8HUAS\$UCP "-" MNR8VZ3CG/_CX|AQX+-YQS85);#8'DJM;:-<|
|5DY+VEN8|YHS)KX&_DGM<>F; M^YAJ= \$<+O530RXU?5HSK|0|A5K#F-J'@\$!-TULTG'.? !KU?;B
M8O&VN4FGRJ%DKL% C?4'R46G.8|Z8OC50Y6F7'UCF78PIN81_2C2.? =Y_PUZ5B|C6S2^;+4=YR-
;DF69NR M/SE9*.;E3? =|++\$ #+N(_9= _O+|D&4ZG1|TJMHE:QYC"FYA\$ M=-<|
(F)AWG_#7IS/3B/9%G>Q)MB>7E^ENTJD>5_5(LG|_UIR4?+G M|P%^ MO8_ U_|) |DY|YV-
2=VE/JPL/U@.M9M/ZHWLG7)QN3NY(7D2)|KH&K.NLDP M_NTC|5UWUV5G-OY\$%|U|&L|DR>2MY*?<|
E_"AZ&JL?9FTZFQ|TJMHE:QYC"F M \$ WDSZS/^K?V3G_O:|5SXM(:Q9O=?#MW>3Q9&NIN|&E;<\$O|C/W
M)=N2.X9XW97)\$WTNX" T-&N;|^J|R0+AK|S|K6V01Y|IONA:564:M8! 32.M:;%&0\$'QTHNY@6%:KEE;:<-<|
R+9XI@K4*L-6F M.'5IF!0Q(K*%:9I2UHA)AI@E.*5|RW D19\$7%1Y>%/K|=N^SGIZ>>|Y_ G<|
MW0|Y|_ |_+ _?F2<|YOWM_S'/N-08_* 4|RP12Y|E#A;HE<# MO|M'8K;#F&A.C&Q^ ^B.DMCDT;|7F H<|
!=S'^.N.;TESI=8X_B7BKT2GV!9 M1;>N|J%6H5<@Y,*< "|+| (=TV.?O-E:Y@P@2OLO#.MLD+C-N<|
MAXKJL=CA.H=&.%=-LES# I8S.9AAL1N2SOKF H !=S'J'W^2^N<-HE=#GW8 M(C&8=<7FA?M?<|
1_#N9'+0X7.+E"CS\$.1U'Z/VZ=D0B7|J|.4+K"LVEU.K M4*N0E-@E|9))#J+|1N(JB=\$2<|
MO0.08)HS#/@2>>KW\$')^_978D_97_ _DIB642|!|7VKI M^SB6.3GHZ#Q+6P|<|
L;_MTDVQBWNIPC3W%|HD?FF(^DU?K>_L|FM|+|?H|YX; M^G&FQ(EMM4Y1AJZ;?6O)CFTG5:E-0<|
|^<\$@G6|S|_+O;|^|S@X2OYEIXB^4Z|P7;|R-- M|K;NK'ZWLX3)P1H;M;2UV4;|TK<;_QM!-3U|?X?<|
4.TZWCKALX|NSO7H?V M|TK|W/C?-*D;R'|MDK>U^Z1?^WC<|
8S^7I^NDS\$SJ2M^J/UUB9X/7H9ONIWC|_M_S")TB|4-#;T-A YIP'Z/VL?<|
N;|3|K6V|=A71@(:9.;|B|C|JGO+=8N M;3QM W'.9:S/D%A?1S|IMAYK?W(D' M'5^UM3#8_ZV-
YEH9X2">V>K(K_2+3ZB;/_ M;2LM5;5Z#Y|X|! =|+2.8.X =+ AS2:=PT2Y|>J_BZ;L5# M.D7D(K5*YK?<|
W(D'"5^UM7"SY3IO"+#)|UGZ_)>L;O_5@CQ|>5|B@<17)4XD#5HF|X=:VMI(\$!>F;=#G(LM\$DAUZ*&/_?<|
F>R;G=)?\$7B|+1|I?^AZ3|_5&*F MQ".9;2XQ;|OI?BMQ6?|I@R7Z2QR4MO-VB7=+3)1HDUAHLC>%-<|
N)*X|Y3^|M MLTWR)8A!\$H>D:T+2)C_)% ^>_IQM|Y9<"|=EO'O|G?I:8WWK(>Y;.<%M5FU7(JAMH4<|
."7 M|?_SZOZ!"TVRYUWW4NA^;|W/HB^4U1>2ZKZ91R7NE/B>2?8I'5Z1L8EQGW_6<|

M_9./\$CX*JT%W=3RDN4Z)P78[W,L2;ZQAS\SV=3W1E[I,Y\WR2935#<'S\>T M\7"-OV=
fF[46\CIUR:9)5[H]24Y:6.3\|KT%CGGW6&22C7WUTH-P^QT*B(%U M_OXPB6\|+_
/#NM&WRK\IAZ>O+)ME@VMOA\2_^;)-J:F_>8^B0\4G\$O=UZ9N M@#W>|;=/2->
<[7=>NB_CM4MZ7.IW@);-W7>[=#?TJXCUI'N'O&TJ_QK*M2 M#^G\$.&;4*LU\UE?
A6=JLG(NUGM1Y^;/#VM+#-A>;^@[C#3?)@9-G36L?TJEB_M3L50FP(
)Y@6FM>UYVF^2EM)\R:O#/\$2Q\O/FM_9Y V\H:G:TN^I7?L:(1+WU7%SIAY/F.0MX:AF#MYB:6M)#;IU
MV?);>H)W7-JU0UQ&RUM?+;@;>^,O1+G>ACW&99VONA\2K7_TL-J*^O\|WI(MIS%+7_INZGOKO+X%?
(WEM_7+!'T*S*6N7THX\|ION=WRVPL;Z\|JDVSB\>'AM;#"KZ\4NX6VS\^1@7;76F%&K-.197X5G:3-
R+N9ZLLUAA??W\ (M4V\KG)YGDJ^AACZGOMNL:DI%4)L"/PZ4"'L-'Z*2'.S9 M\$1);+&U+Y173TF\|S4.?
C\>L:2UR3)\|OEO#W\;MZ^3MLIOV%@>T%K\|D&1/=MO-B_@=|_QOSOUWY\|UARF=<_.B5\$-
M*\$;_.2.^=K(CP&+P-I_POZ2@N\|CU#|N MKK+T:Q\K*NKZM(POHU9IWK.^"L_2LG,NYGIRD+%_I>?
RP',WEC:KFE,M7)L" M 0*LZ4%+|PC3V_1++%/_^_ZSYS9UXD\1560MSC7U3S*!^WZ_M\I>_O-
|GB*Q)Z>=)R5Z%5C_3O5P#5,L:8R-M\|F%FXHN#|&+6;_JL7>YA745?
GO8\9M0JS7O65^%96G;_Q5O\SK_U^P(&_M-JN<4ZU>FP(!_*SI08JPS?O=>%?"7F??Y9\Y\|2#AJ\6QDB\|
M;_F^|P;_<_1?V",2\+3 MWET%C\ES)GDKM2|=6T-"&0=?LPR)E=L:L:2UOC"JE\WKJ_T\$2FW+;F1'@_M?
>9HB:T9=7GY%\$%W\>H?>R;-/:O\;"NXJY\BOXS:I7F/>NK\|PM.^=BKB<'<
MFOP#':O26B'TW(VAS2KG5*O7I@":OL/_LW7WL5U4=P/\$#RH;/'*0\ M*0R4\XF4D\$)AX?
K#V>9<@LC<|Y\O\;W+?_9Q\MSOW<>|Y\|S_E>8P_P*F\4-LDY@0<'<*>'<<@|?BG\|U8\$'1-I
MM3\XDW+N6V2&|CP.6RWM\|?RK\;*W&WQ'2)41+|BW\|+_|WM5W)\|1CK'&4Q^_
ESA6DO.@Q\F.^_ONQ^T_JN0*Y\|T2Z6-KTL
M<)|@K&Z^WE'P_JU1+5SD\A\>4/(1^>J_YB=+FZSS>QYC\5#?&TJZWN*Z2^*SB
ML\+8JS3WK\$ _A65IGS<4\G\Q\7MV_\$F1U&X;.5.N*>:F-^_M\I-LULSLT+B7HEK)2;?<
+UW\|CUV\|KWX^1*72LR1>\$3B1=/=1IWL^_5S^R+M%-;YEXVO.O\H=|'"?BV<)|K*GJBL?_5/'?VX\Y
MOL2%E\$IT-3A8XCZ)(Q5R;#5%R8^JQSG>H_H-7T-0H\+LW#?'<|AU*ODL#_MN;
I2.Q2VKC80\YO*_EV%&UR64O_=MS^!4JN%P*JU\Q3VOR_Q_L8\#ION-
NC\56)0ESD&%7\G;_O*)6@;_!TDR\VG2)Q_MB\1\37>;O#Y=;<|9\$@=*C\I'E&^"QGQ8H;_?
89^O\|M#VC4J^)^0%<@|4\|V0_M&.L\AYP3+.\$QU7\$NN^_GC2H-
@=YK)BEM_K7^QASG^H&6MIUD.LJB<|J\ON_MN4ISS_H4GJ5UU5S;|D1Q7B6'>\$.3\$=5NZ#E3KRGFI@
#0\NLD_M;I+HY^AX,R3>_-76WMP<4#^DLLZ_\$YMT4#KN*2R"_&J%U--|QVT8^U?6UM.LX
MUU42GU5\|AESE>;>|2D\2^N\JN9CGD_-K:GF&HW)|RIUQ1S4P_M_"T.D5AO\^|O\|3T#_FAO2NO\|
|%)!Z7C^OLBR\|M,OH\5.Y^7)YEK6H5\2RB71FK09SS:95N_KASK/L_|=)&2^Q\.^WR^A\;K3-6
MRTW^=H4F;+N2EWK.^R.'UZ9M7%UO,CQ'R74XPOO-%H_W;>8^U9UA:==^KJMD
M\JO\$M,@_MKE*4\Z%)ZE==5MPUG0<#M36^??B4TZ*!WWF!=!7FWRQ2?N;PF<7Y\$Y\3?5%N\|
M^U^~7Y@R;|3Y+_RCWIKT\$<@|I;?J"Q\|P+E;PK'=?22;=M\U\SL_"DR\JS\H^+|+3\$
MWTW^FLH\|H=;=V\>.U7L\7@?8^Y3W5\+N\|ANFHC\$+O,^8JS3WK4WB6UE5S_M,<|G?Z?
|_9V1U6\H.5.OJ=CGI@_"L(R3.&#T\X\7=-B^%-?Y
M=V*3#DK'/=;%'+,DWK>*.%K\$12%.*W""5%OPO,|AGX_Q_M-
_YS>C\>FTS^:|XW%Q,H7UY\J.9G*GDW,JZE_C77K@O99H#%15_XOC<<#KPO
MVC+W&6MIUYM<5XV,44Q\QEREN6=|'"L_2NFHNYOGD/Y6_GQU9\8;>_6;Z\ (M>_PO&PL;_+&=U
NU)=Y\^)|33HH'?<8%W-<9O)?+|2.X3\2_M\$R(2\BY*IO09=Q#;)1(?Z65;WS#-)|J^+8XY\'.?K\G\|
M3B_/_UN@_X3\$+1+#+9KIY)SO,?^F*CDW>ZXENJNW=X8(?%CDR\TKK..0NR+
MMLU\9EK:M8*KJM8QBK'/F*LT\ZQ\X5E:UW49\WQRF+_WDR.KW=|S4E\IS|<_M&X--?;-
)^ON4TIK/OQ"8=E(Y\;(LYIDCL,O8%?Q='C;K_M*XS/=QWG?-2;SDE4WL-
5OW5^>R7Q?+O+Q9XEE\$K=+3)7HXZBM>TR8BRH_M<-CG?
3R\ISTF7P3J8B\|Q(W2O3K99OV*WF&>>R+X<;=VY&26;AY\5%'8=>
M0TFWW?:ISGWTF6=OY\ZZJV,8JUSYBK-/>L3^%96M=U&?+|Q>K\|'^,QQG'.N)=?)E6U^
AD_XFG3K,*FK)U;EOEE@|T;>|= \$Y#0WP_MV\#E+Q"==2W;7;\$U\S^2+V&&HHM)I*Y;Z\|V-
*N95Q7M8Q1S'W&7*6YZR>%_M9VE=?1;S?%(YX'4@=.W"R)=|62J;5-7C>01\|I"
<_D;I5XTMAW#MMBN^E^|Y^Y7C#)\|W<"70O@C&MU56^,1)\|+<=
|6N(3O6QO\,FG=#ONULM\;J2Z\KK&*709\Q5FKM^4GB6UM5G_M,<|G\REM'TD=,U)3:4_P_N#?Z-1?
|_&E_MXQ\Z8HYL0\HKEO;NEIB6R-A\ML+XN\X5X8&6?|F;_|B9)IFCE\$OK;|!8:G\N(GT>HFPAX\|P_9>9-
BD\$_)|=Y&E32\|R77D=HU3ZC+E*^>E%)ZE_M=259S\)\4K;9U,'3G-24^G\OP_HU\FED'WL9U_IW8\|2
M<0\U,4?V1H@-EG:;^;)-+2GDW'(1VC5\J,N4IS\Z44GJ5U\5G;|EGE+;?21TXS4E-M>LS#@_M#
C7%&_YXCX><;5WGWXE_-B@=|Q_71^_M8%Q=Y'M2.<9MCMN\T+D)\|3HC45VC2-
Z\KK&*729\Q5FKLOI?_LK:O\8IY/ M\|BT_2GJP&E;_J=GW\$, _I_0\/_ "CRR3P_25\|1\$%4\|U\|195<<W?
=|SY|=<|H/9^8\|SJ\^M\|GG\|+|?OR>9U<\$*_@)ZMV_22Y^/U4RW;_>8ZU4D=D\|I
MY\OP7^SF^NPH=N>H2O\HGBA0N*,27\OY9S_6;_'.S_G>'IF8ZJP?VYV\|G
MU\JOF8\Y3\16K7""PH,7\7QNR+\$.RKC^_M=7B;|SO3TK,46PU_M5;?|A?
5DSGO+&K2D^N\>5+)&7N5ZNY+*3Q+0^4LYOWD\8\85U,'7HD\377N_MSS@-
ZEXO\|H=S\|Z+|O\|84@&'JY\G9HY#A0\|\$_+|MA7MJ3@XF>S\>33G'FTD)=\$P_
OAU#_JTK""0SH4G/5*ZKG0\?'H\7(96<_ML5>|H\KZ4PK,T5,W%O)\|)"=/'ZM9O""OH\YK+X6:8D@'_M
!'8U\N\OK\|6V>CD.?_UMA2<_KGM=FCEZJ7Z?|\$|=ZL9_D2AW3/+76D8=Y_MGH\W\R?
OEU(R'5&#+A8Y8GU;-_RS#F/C2,YO.8\|W_M:HO748R-D-L='KT\QCJFY'L_P>M81J0-^?
\$LKJ%:R&5Z\J5FX_KT4\J.6_O_M4MUJ*85G:|_#LT<9BCE5P4*|_T=M\$;3AA.R21?
@WE,S(EW;_OYCXU>CG/9T83/70Z?%U4\|<9\@.KOCN/= \$
M)H?'4(^O\BP,Z=3MOGNDZE\|8FGEBO*17%=K'+Y>%Z\5'+&7J7.^U+LS\|*0_M-1?S?O(-1S;/?
YLYH.O:U\|<5>4PSI_12;)^W?' MNZ3\7BCZ_!O#D_XT7/>JFSFZB7W\|(6\|R?GY.063\>9DG.&X.ISC/*G"?
M84@G;_PGJEXN\$,><%OU3N:Z6.'Q\|PFJ>2.O4JU\Z78GZ4A:R\|F;2)?8LC_M\|C^KNMO-
SA\;X>>.Z>;N\J\U.5672-.5Q_'^XO"XUT..H&X_MR# (0SIA8C;WQ>O\$W9B^1Z^JAK1XG%2NJU\X?

*_SO#:IY(RI2K7WI=B?I2%K M+O;IY(JR8O).3>(.O::^:R_VFF)(!P 0M!'!;3D!_A, M::,8!GGPY,-
%SWJHHY3,/+/CQ,HW#)SF?<687-SI=NB=I"-^>UJH,2N=ZH MP?8Q;S9?EQ/W_:K>)<8P1O58"3DO
Q/G&27=,^4<;IG"JI%5FGO M"P>I7%>NKQHL+Q&j>2,04KUJZ68GZ4A:R[V_>1@U::_COTL MOU&-*;G;I
(_4B ?JU4I6CQ&*GW^9<.0#M3N)C6E0.&>0BIEESG^IZ7Y!B7S MWSI>
(/9K\$[K>J\$\$_3"@0^V+5NST>LY?J(M53;>.GJH:Y)U6?:F.CLS\WY9S+
M^4WZ=Y'880.);%W;.=ZY.3ZK5(>V\$-N@!K;+0SI M5'7?-=?
RB:K)V0!X1=?!#.BS#7%D\$[XYPG^~.// [XXX] _OCC MCS _^~.// [XXX] _OCCCS _^~.//?
QW[64Pl.U3WJ8[SI'NLZF12K"?I@C.: MDTJ?2XAU9D@'.G.3RFLR?R.BPBT[ET>H-N8<8[GJ]O^YK]
[OD#HZ?J;-7=V?W 1WZJ:IA[7353f)2BK\V;78%T3:JT)UY5H-^0 MX_!U1=4(15^#.%'A^>,04H]
[DNQ/DM#UEP*^TFS=H\6B/TEL<-(K>3*?,7+ M?
UG98NQ5K&F9=1>K#7%D\$[XYPG^~.// [XXX] _OCCCS _^~.// [XXX] _M_OCCCS _^~.//?
UV'=/:6>4GG96)?-P*IE_-J*!ND6+J2/>W\$7M*??ZAUMEY M 4#!"UR58HMMW;YU3H'BMX+>U4+53=G-
6:F>1-/;P:Q@?DEUK'O3;-#(XI7%>&:0'WJ:GDC+U*/>Y+L3Y+0I9< M/M)DR6I_1<'8S4#
(6('=DY0#=#QK00I105?L /7I+CCS _^~.// [XXX] _OCCCS _^~.// [XXX] _OCCCS _^G>/ODT8Q
MIE(M4ITCMAJIM-A>B*&JOE) W_U.L:T0YN7"ILITOMC^B.* YU^BZE-BGEfJ
M!P^USLXD0KPPD/VD(YA4J\!F#=#6?R+PI4G-QI>3?E*L;(.IOR1>C7.E.\$'
M/_1!9I/X9P3(<^AU:0;35/OBR3E>EFW:&=*IWH/##...:SNGL\QA>O*8(84 MWPSTS\$@E9^Q5ZG-?
BO%9&K+F8M)/IF&8-IZHJ4.LH=>TS-J+K:88TN\$O^?" M'W _|<.\$O+W/HFGJ3+E(9TY8AO-VZ6K
MZBX)TP#9)4">0Z[KLYA)]_4EY7B5V;.=.G/\$D\$[S6I]JP>5>)ZQ7U=I&I_P
MF9%*SMBKU"/>(&)^EH6LNYOWDWI@WV"RN<:PAU[3;./=64PSH/>7V\CCCS _
M^~.// [XXX] _OCCCS _^~.// [XXX] _OCCCW_G^/NDBEZ(WZD&1!H)0SI0 MZP5F2"?
M(1W#5U1;2LC#"M4)%5V?U&S<.:E\$M2Y K9I/_#VD^E).8 YOCQ3 MU=-S!/_%?
E7+=ZQ:55<'S'/H=6V%4TNHGZ=4AP?(\$4,ZQ60^,VJ^%&'YV*^I
MA"#FZVIO3(.YCR)!=%+..GVO4J=X8WJ65E%SL>XG\|<.&4W/?LX4!1J34/4 M7BPUQ9!._
<)_OCCCS _^~.// [XXX] _OCCCS _^~.// [XXX] _OCCCW^G M#^F8CS28WZMWWC3!VAG0@B@5F2"?]
(1W#<.:H_B;^FI\+N8W##.FDGY.#5;>J
M_EM"C6Y0W2IV2P=EY:P,WJ>:K'JAI'O7,ZJ/E+BFYC|SN.=XS3WKE,"U))\$<M:YAJD8<<:U?I0-
IZ526&=,+O/5;JE%|236DHO.-I;K:'S/D596E7-Q;B?;2'50LIQVR&/!4?2""-0U5>S'4%\$.ZX9\G^~./
M/_ [XXX] _OCCCS _^~.// [XXX] _OCCCS _^~.// [XXX] _OCCCW^G M#^F8CS28WZMWWC3!VAG0@B@5F2"?]
H8TNFL(9T)G*7ZK;3VYN8UJIM50VMP?5*SZ>1DH.IZL5\/*G)?-
*_4W57.E02IAF0W5SU7GJ:H'6M/3Q;YQ?EN+I\$U3/MI#GC=E&^C,7?:D,X.L6|<6)L|0\U;_5'U;
I\$#&9>I1JL&U>B< M8|RN&F&^5G&F:E)V7UFJ>D6U66PCNZIX4LI9)^Y5ZAIOW9^E5=9<:/O)/,PZ M/9
I+UJ->U&V:QP6T9J&KKTZUQ1#.N&?)_CCCS _^~.// [XXX] _OCCCS _
M^~.// [XXX] _OCCCS _^=>QG.4QUL6JfV%Z K>*GfHW\CM^|2/1.*;7C2&= MYG/E3"(Q(FYR8Y7S53-
4_U3I-NB34.Q&0AX3;5\$;/_#6+?I-R5M\$& #<:G MQ3:O/R*VX?D_!O|&0+/A6*=:KIJCFJZZ0G62A!M
J0+S9871V;E.\$|OD;W*P M)LN-^0*#&0(P7^)^8G-7M-U1GJP94&+/_%JB13\$JF@0-8?
MLC9"LI!1SJT_LAIJ;.66BK:"M8(I-*?I6\$OZ(S_-4+/4-9>9P'<):53(++

!WIMISD&?NYSSGG.<\$@' @C)>H0NZ\FJ&GWYM.M _#H'@|I 0%"^ M:OH_5/*&:"I=ULIKI_ZI=,%=!D
0!2*.:1S M@NA"t8VBGXE6BYX502K:*SKD_KM#|*+H&=%3HH=\$=XJ^)HHEFBX:DU&|CQ%-
M\$.T4+13=)WK.M7VK.*?H=.:?=HBVB#.#Z:|HMISS1AT4CF2L-'H0I2;V' M2L097VOM\$:2IG+C
+H8*IHLDITBVA M\$;TO&B|:(+9>X/S_O_G|_?M9 MIO!2E<". B50>^WD^:/H M!M'I CM?
A.R:WL&\$U6.IAORB?8^EWA0\$ _U;I%=3;7H_XOS9SK?K19\5G2LZ M;% &MN73ZJZ3#3X/4S-:
M=*7SN=V!;- MYH%|D&R.DC\$|.*H'YNSA^W^(UHD>%BT2S74%NU\$9MG501IG;
M6'B+XFFB8XE+A.#E.WUV'%!6US77C=D MC.G)\!7RO)3|K=1ZMK:|B=Q|L1?
K&_f31':YV&MOX)7\|Z#3?@8:~LT-:M|EAHC|V+;9-4|ZCI2Y/G59/;"P| MS| CK;@X,B1A(:3#
(9W2%UOGUVSKW1W;9Q^2 M.1!@C Z8. @W5W3SO-9R&0|3S|@^JDK\$K==A+9?F#RG@#&U#Q|LZ?
0%"1FU M|9L=V/HM|F'.0?>9/O.'I;.*?J|J38SB.O\$@-SG>JRXH#6N:Z;L;D9/@* M>9f6?
LNYGLTAG7SB_ R&O_E/4|WAN"OLM?|5T-Y^'K6:SC|TICM'O;.= \$O MK_>P:|MK6Z|DO(?
B_-/L1&PBK|)%#[GN2U!K*>?ZJQ\$.Z7=7EJ=JB8VEYQF: MXR?U- #04F>-
S0+BWIOZ2\$ _GR05:S)TO^FJA3G^>:'6D=MJWJBP6?C#)5: MP&21G%9f7A3=(H2P2J)?=9
MR+4L9+*;IV>*?AVI3?8M49,+&E.|<3@M@|;:3UMW..8@^0_6?29
MK7/<*1I/7"8&9#S7NXX+VN.Z|KHA8|QF!KY"GE=*KI=3/9M#.OG\$^|&FWE>Y MC|3T#ML^W2/'&
(NO9|^&N|SC^08+=N-.\F)QN^+TY=EGC/EO(?B:Z^MD8Y*
MP";R&CWD0B=9O.*337EV>.JV>V%AZGJ\$Y?E)/_P M=.:8C#?^9S9*
M|)&>SI.#QYMX&VVQG.8T\$^8SD+':S"\$=-@?:UBK3S882AW0XI_-BRY@9=-NY M-
(*-3P46RAZ#CB.C\$@P|G>55PH):YKKQLRQFQFX"OD>27F M>JG7LSFDDU>|_V7#W|VKPI;?U=#&Y?
BZFC7<9@MPIYSV4 M\$#;?G(!-Y#5ZT+ G65JMH=3GKSBDTUY=GCJMGMA8>IZA.7Y23P, +776F*P@
M|O7E(SV=)W5&BM84=K.T;^+9D7F;..3#YD:7LI^B?;H9|&'.0 _"?;/EMO_+|*6%)<+BD&E+
|Y6U)O_85+&O|N:R;_2P'>#N-5QO:>#&^KF8-=ZIGWGIY0)^|
MVL..:XM.9/!DH(>_>ZFM*.6TBK|&!ECW)DFH-)3|_Q2&=|NKR'+1\$QM+
MSS.TQT_J:0"@IWW[2\$ _G21G|<-D*4|_TK;W>TH2!|H#G0I7; MZG.GQRCPG=Q|F"1)7)1)=_
J500;V|AWWARIOU?5M'.6"YEDY^D%HIV)MG&G MLZ^4;.6'54Y*N*V?;&&.7;J0|P\$I>)
3GY:9MQH;2XKKUN MR!BSF8&OD.>5GNNE6_ FD\$Y>>U/'BEYI^LS.FCWC(:V;7=MP|?UK.&N|+CN
MRZ+1 ?SQ9./W<.'G%.1/N>^AA++YP<@VD=?H0_>I/9:|?<4BGS;HAW3T MQ;_2|PS-|9-
Z&@!HJ;/&X|VB+<2|OGVDI_.DS+4%W2Q'&+/_?G-(RU|V|R(MH|5N+N7L.|G|.\$F2KJ3#?
J7EN9IMO*AC&X<%3 J/U&83YRLU=1^L?I8525C(MI#5/9XH.)-I_|L.\$L;4ZN&\$V_I8"W/L|<+086|?<
USBD(T-F/?R=V'29)T)1V?KMF^E|PIK4LN;^&|A:IP+^YITS.O0MS<5(^|D MU|A;_+AL0L*&-
/#^E3";3TKX/SZ8.'W..8@^8^V-8YI8_';B.O\$@_S7YI'B M0JEQ77O=D#%F,P-?(<|CUTNOGLTAG?

SVILJRB%&C6VSSB:+!#6V;BJ^K7,=M+OJ/QW5HJD?HCN:|VW-&PAQ+2YO4FS(O/B
_=Y#7,I:07&O@^2L.Z711ME^>0CH86'J>H3E^4D)# "UUUJZ9)GJ#N%?+1WHZ3ZJD^MF-OKL?
H6).8=T MV:R(JOUN(RA'WIG=ATF2="4=3/1LW/H6DD>I6\$/);3=UT2RB;R&^932GJ3F6@//7W%
(IXNZ/(=T,3& MTO,,S?&3>AH: *FS=LEPCWHCAW2.XCPI8@=ZN\>@;A7/1'2EJ4YUV;?+^,M\$4T1A3?
8IPJ&OW::|=M,T4+1:M\$>Q-);:Z\$<+F0'L:*SH^0|_)W8=)DO0D'>25;-LAT?B:,3Q!M*_%
M|=KGKM\$UMA_KGD@_EX5,I'EJZV-@6RP7Z6Z321)T1DNASNJPYB#Y#^:USBON_E-7"8&E+3Y6WI<
MUUXW9(S9S,!7R/(I=*K9W-O)\^H04-?__Q%MN\NJ%-| %U!6NXE1!7_6Z# MZRWRN-
Y*)7F4ECV4T'9OV%AZ MGJ\$Y2E)/ P M==8NN?&H-OR\N-?
31WHZ3XIM.%@[A]472WG:HL^H&N3(/OYR0=Z)#RL:3RD:@^; VEH<8: ^D|L/DR3I M23H&;K;M=Q%LG-
/E.V.U/^_KVGG N9Z//T|@#7M@^"766J0^7/8/_ =+!/F M;);\$|M/V0+=*)>;V!7!#::Z1+AO.^ (4
MMJZ?)UH3J!J_3%PF!IBR-G|+C^O.ZX::,9L9^ IY7LEUAU3KV1S2R7-OZE13 MO?BCR34FM-#>|S2TY:|K"
|ZN>PUG;=GEX2-3^KO_P/_| %UYK%;%%1I%-M9%-
PMR@B6FK1*JW\$"#9N4='8X\$)CE+H_K8FX@JVUV(JOJ&L-':U5%LW4\$S= MK=*J=
<.E(&CJB@OB5N/&HHAL#SN3=U_R@N^|HYMS9LZ|<^;W2IY_WW?GS)OE MSOQFYEYC+\$98:;7R-
4&^L+*!T8\$SB&/@ (V,%^A%#|D5Z%2G_DO(*#+6N+)- MY<=5@?2|S|K>1#UZ6AEEY38K7P6*&@YV1?
M(/ ^G(AN M717Z;U?RN95^S-S|9:.\$(6(0M4_=Q|SQ"N|Q?62IE5I(R|@|F=1BL*E^WA V MOMP-
7X&O@,_6SV>#0Y+3_T%B&Q='Z.|\$HBX/P->S6<-Q#G+.*W)R5^C.K*7'
M&CW0LH<20^|55@8)ZX2Z|O%4=3QIYAIP_BJ=ND<|+Y^::37DQMSK#,WY\$YP: M
"AYPCM>+A!7KP*>;5+'REUGCIB)L&0\$R/KM(ELX|+|!#SQ@4H<%Q0:;!I
MOQM;N<3*,B6+1%QP2&A'"%^D)7/ RY^W&'5@0IL"1_&8DL2YWB.FSLPTU!8 MOYT%")IV&5*!#?H;_X-
(9R>|D\$D|1KF'MNXHYD_.NA?/X>CQ8"(VW;7<1TJ=IXYXG6#(JR9D&=VDL7,_L=M4/80T-61)O"0
MY/3OR:@=1@3LZW"B#HN)^1J^GBZW|FU#_OJT^| ^.)<|V!SA71'IV:M"TAQ*3 M|Q;4"74-8BG*N-),|>
|U>X|,5)'GYG&RKI=;(N<|0GC_!J0\$ '\$J.T(K-
MK7QBNGZQ#O)J8Q|I=9XZ8BG|D#T3,@SW%O++1:&44H+)"1UL#E#@WE;EWHJU M)L#B9|_ \$;0D?
QF)+ "KL2QFV|L(HK6WF?H*-=|@|X%A/^|7|0IC?,(NGXOT85, MRC\$ZC=&?
-47,A<1NS'GSYD1L>B2QO945^>|7'K|GJ#3:9%T26&.1 RB|DEM M+IK:./M!Y&7D@_OJ,=A4/V|(&V/NAJ-
5S3/=>"SP2%5I?^?B>W|(6!??T?4 MX5KX>G;W_%MO@^0<|+\$UW(I|JCKOYC/IR/I|4>&3BN)=;6T30<0
MVUM1D?^_Q>.WSWQJX|C=5SV>/U71'(D81.V3XEQT-
*/M^U!4+VO90OHXL)PKIA+H&|515/&GF&G#^"I=TFH44+Y^+ M;375&KG6&3GD3W|J
"\$SB:;L;H|O)^Q\$_)JTSY2ZCQUQ*" (8|+Q"C|HNW MRQ--4+BD@|T!+EJ8L>/>|K-
=PK:\$#V.Q)86G/@2W=3J!-\$<0JC+|NL;|9)K|V+YU-U;TG IGV|!7U8D?|.L;+6
MX_<^>NASF,=SUQ:Z;)DC\$8.H?5*9N^ I M)2?>(7<^&QR2O/|SB6T='J"?HXAMOP9^,4MNK1WNL ?
UB|_N@MF6'9ZUC94E MQ&)(ZM.VAQ#X|X&5/|@ (ZH:Y!/%453YJY!IR_PB6=9C'(R/#RN=A6
M4ZV1.YV10_X\$IP8 0.@|H@T|2OC\$2,;Y
MAK91U|<"F|SNJ6>K2>/K@EIB|&Y&7Z9%UNU6AFYW)6#3/L3V7JK(?QWN|_C|_M Q|Z|,|QW/N8?4,
(@8UDVI28|;;T?8JY&7D_.6U&&RJGS>\$C3%WPU?@*|GQ M#CGSV>"0Y/6_D-
A6B*|;W\$9L>P+XQ2RYM8|X>;_Y_T|&E Y6'3&/:\$QWN>?'1OZ-_CYXA^&L5R>#> MBK6\$H<_3"?
<=/(HS%E@2.)XS96&\$=3R/HZ+X<;##;|REWE;"N"&F*TF^&|07E49/T.8^CV1=&_.MN4^BGTZ17YK|/^GG;
M/B_&\$8:;236L>O#:'LE|C|R@.);##;5SQO"QIB|X2OPE1QYAYS;:'!AOIO
M1^0|W9=,^C^ZN+&A'=)SN@|H(G%_,E5M,=|Y_EM'_0ZV,9OS?M;V^LCE0XQX*
MQ;9&/^#O|M%U@EU#>*HGC2S#7@_!4NZ30+*5X^!|MJJS5RK3-RR)_@U M")U'.L-
WK)Q@VBX_/FG:ODSSD6FYI.O\$76QT7U5|SLH|5J98,;;@9:K\$D*+& M|=EC05YM"/.E@U5'W,(P;/M-
KLNL C+ "R08WZM2VS7|MCDD9B;/M@?R0Q| MW"*O;Z|)AP|GL26|:PEC-EQ8QZ<(L|JY#F!7L;|(P@Z/DGU
DB&KHQV(K MW2/KU|UHAZKCKC6WZ='JL95Y+ _ME/_QG^N;T&6&Q/_F!.H#8A QJ)54DQJS
M'1AM+T)>1@Y07(O|O|Y0|@8,N@;Q|E/ MFKD&G+_)1T?2/'R.=A66ZV18YV12_X\$IP8
0.@|THXM"WYD+C.?OF'E"M/< M"WQ#PGT\$Y?&\$.MV-O\$KRD=+|JB_:F;|4;X| "KLKK8PQ;3?7JOK2SE&?<
KR7 M>(+")1UL#H2">|O 6H9.(Q/M.WP8BRT)^D)SAJO07U&TRTZUF=,MTXK,&
M"|NDM_%_B|Q%='R\$H6+ S6UZ)Z\$M5S_L6)_ME,|3LHL'6) M'H.LK/%XWC&|^H 81
QD)=6DQFP,H^WYR.O(8IK,=A4/V|(&V/NAJ_5W+E M'7+EL|A5:/_|<3V'JL@)QZ7N6_DS*UUA@DFW-F
9N67"N<_K7LHU-APE|I; M/7U|>|&2=4-<@GJ3C23/7@/_7N*3C RE>7KMM=8:;=89N>1/<^&H (3.(^X;
MWT0KRR)P%(Y?T"H7XWV8-O=B^V15TD^4CI8=<3 R*2;^PSOOTW;Q1U7> P0 MZM=E#)UOR&216#?
1U'1-A>MLADX7)=IW7-+).P8ET,O*:L|^O2JLXZ6\$<7<' MV#L|Y+X%H;|.)E5@F|<|=72?R^R).B%ZG%|^-;
(YKLYL@N:O-OS7'8,|U3U5|NIW1|@/(R|@|B?L_)HW M;P@;Z^)=X"NH|3N3^3.9V-O0H^4
@3|QEXMYGV,K*9PW:GJ"+1%S2,=@(A<4ADXW)=IW7-+!8BLV?DCH MTPQ!_ =Q7|XAZ/A0R3-
G\$IZWT_A_D6|&0<^|4"=\$C|I|&>V<)>#3.G*|3_KVF M|:Q5KX@MK5_#_W.+X|X.K6SB.0|CA,E="2
&|>755.8B#H89WMM& M)R.O(PQ-Z?/%Z8IL3"&W|@MC6==@# MR)L;P3W-O)5
G9R;>RFL(2O(? "B0UW*-CWN)!#ABU#6O)ZEXTLPUX/P5_M+NG4D9?7O-[16FOD6&?DDC_HP\$
\$#./N(NFCNL_P|3,PR=#L(B M\$9=T#;:"VL'Y|.83B?8=EW2PV(J-4VI&2*V+ XGC?FK),TF/O, 8=M0-CQ:
M4"=\$C|G&.T.%QKGO1@ZSJYXWEC?2E_3|BG50TS;&_9>9+1S0TW(6E,LSA=|
M_/2,3G28X/"_Q46;DN2N!!"#^O)J*G,1%?VMO.TL.),|> |U>X|%- '7E|S>D=KK9%CG9%+ M_@2?|@!
K#QR1|&W-(JB?R9NV|+G|_1C+G5N2^QF-2.EAUQG4UF!S=H6/ M#-2?>QAZ#,\$B\$9=T#;:"VC&,H=;/B?
8=EW2PV(J-280^G2&HWT\$ 59.V;3D MF?VLK" |T9AVYQ)T/\$WJ|.BO^E|'=1UNS!T?%=1|><.P?
6I\$5GK<(7?'|T M;07O\$ _C_|J8#364NHN!@P_||1+CH5?|7D9.4#7&A|V MS8.WA(VQF0%?
09VGM=;3PF=C;T*/+|JW2K|%;'>81SM#B6VA3V|+FU.KBW
MSKX0L2|O%&UHA.81%&X|K"RP//_OQ;@B%'7(XDXDDSDUX#S5|BD4T=>7O-Z M1VNMD6.=D4O^!)&
\$#H/++&RNF\$Y|@S/C.)>>.|0'UQ%T32;-#&|S\$QXVI@^
M4CI8=88K9)ZMR23YF)7|S/YRFA_4RP2<4G'8".L'5LQ=/HDT;|CD@X66I%Q M"Z%/APGIYKX L8R@W|U-
//MNP.G.7F6|^E2(FCB#H>#|JA.AQ^AFCG6V\$QGD
M0|=/E=ATGI4M: ^"_ZV);*ZL_ C^ZPW|://ZWJFA+FMR5 &)07UY-92YJAF1S MZQ7W)O_Q5N8\$&LNIR,O(

0FO+V'3YFRJG3>\$C;&9 5!;G:>AUM/;9V-00D)(IXTPLI;0IH=6 MNC7Q?/?%W_<)SW0/;<6C.X-
\$)_BFNG^+NH?P? #__^Q=>|"6115? M;GX\$ BH.X\$;B24(> &%U'(PEFU'S 16 M0HR20Z,
(B4U>0AH'8!;/P!+X,+0\$;X @8+OSODS(?_#N^?L/L_N.;_?S/GO
M^_ ;R9\ _N/JIQ'QCC39>8<*#P;P!_JAQC>@DRQ=+_Q/W1@R;3'IXU*B M;N-K"L%?7Q&TE6;=0>2
F2=*E\$;UOZ8A\$;8O<&*[6T%AG;_F? MDG(G #58/4>-'"
>,,Mf2+DCHV6^C+X'FUI>X.Q)PJL6ZI8:PHG*P<=:D/ MB2R6N^H%(@4I&7PI8):
(C66%A5YJ";8C0Z;=F>J>BP|C|!^5;*<PDZ'1X2;(M M;_1&_Y-C.T.\$IXEC/IDB;Y.\$&^5M0)T>-T%X-
/IY+FN5,&ZV4,>Mf2J8GY M;WL8ZCG&2\$MC//IG;\$7-W3* &)275[\$6-;,,,I+RXAIAI3Q-
BG\$<=^_H&YE>;K_?;6FL% ^EE8\$U&E% M?4RIH,1H3F+Q>;_!;T WM<0GT5S77-8@G?CQ)
|C7@ _A7N4J78EY>ZWY%< M;VBL;|3D3_33 !(\$;_)^>!(C^7MY|L;8+QN|;_!;FO|9P43E9.<^"S7T|@
MP72%Y'"'"_%L9/%NP2<3&TN @;_!-&E6FS9GJCD>|)K'=SLJF3=Z;I71+ID*# _M-L)"CS'F6EKD\?>/EZ1#54
_RLNK6(O;IU66NF>H7^R|C|P@;X|F^KH&+& M;_R KZ#.RZ'6TIS/QMF\$/%^D?NWZ@2;&GD\$<^Q*<
:"WYH\$3+_T(H)L;8X3@ MVDG#&4K(>/3-7T|ET%_57-<@GOCQ)+G7@/M7N\$N58E|>XGY>JVAL<|0DC_1
M3P;_(\$6;_N8/M^X_)?#|=L%XYH3U;6.N-863E1O<*^OK+*VO>-|E'_XLX; M#X'8I.
(C;7!0=AN|&'(|JFNN.1#C9;L;&)H%//\$N2ZD3C?YWCP.)O(XX.2 M;_+(-M&U
G1XW0C@|_A)M32%Q+UWT8XTV;_WZ;G5&2 M#E4!;2@OKV(M;G|YRI?K'S.G* K#T^;*JC;P@;XS
#OH(Z+X=;3W;_&V<3 M|GS1G;=2ODB|V11_|?HCEMXFC/NN;>Y+VO!U^;TU'_P|@&Y3A==.&LY00L9C
M/T)N &K%_57-=0WBB1|/DGL-N'^%NU0IHN4E|G>DUOH;ZPPM^1/I- 4D1G
M4SLCH.20&9Z|W+KT9H.O|E'8IXVYUA1.5L|>JZE>;V=9|J%LXK/65>P^U
M.%/GPR;='(3%P'"&3'|GJCL>Z6"S%1O;"3IUCBQ3AWK;^LKUEO|@D=+05%:
M1*M+K'E|9=N&.B%ZG+;9|N.Z(0P9UV9LT|66!B3FOT5X,<(<+|"I9ARJ &)27 M5[\$6?9C^8WA?
^I6>EY\$#9.WQ85;=24/8&(<9!;74>3G4>IK|V3B;D.F+OR7R M T;|F;.(8_X&9P#HK1'0U5(K0Y?
6^AA2H>4;_)70|_HBP%K=4V%_57-<@GOCQ M)+G7@/M7N\$N58E|>VGY'0ZVAL<|0DC_13P;_(%7;(N80H&
<;AYIYC&'Q+K MK;|!&W.M*9PL'7!?:1IKZ29+SYG;Q=0R%DY7M'3RD/-9|J_3L\$G\$QM+@(&PW
MOC%D6I*HGBD@|U6;+Q/T"GV(YW/\$N=Z;H'7#"*O4TJP31>"7-M1)T2/TV4; M/B>6-|C&3(N5=RFKUDZ-
B'_+<+%;\$?2_J&0=J@!B4%Y>Q5KTX8=V@X3I%SHO M(P?(VN/#ICKZAK Q#C|@*ZCSS<38ATQ=/(_)?
6##F N*8HW\$&@-X; M\$9|AZ#%*>-VDY0PE=#RZNR5K/<>
|ML+^JN;Z!O'SCR?)00;*5|VIAK3>%D241+06%WC;6Y MEM9%7#Q|7M#/9O"9J&23*\$4>:0DI-
7UN8L@THR3=.P34MP-1AEV*?1A%@3|H M7R;I&5FF^XAV'\$/@-8;(Z|X2;_+(-0 >;48;_J-
M;P@;8^V&K!;7T;|NY|_6|J4WYTM4+Z2O;_2OW;&_130/O:TQH0|X&OY|U; M@|W#0;Z#TOORTFRKH=;0
M6&=HR9_80P D"K.8>2H*4V;W|W2*PW^_UE&CPYIM?&<%\$Z6%02W=&&|@-P0 ML%C_OH<_/V/PF8Y-
8E;RX' @KCI+&3+|T);7|9>YN@?4MP=1AJV*?1A%@3|> M|)|*R1B\$'4/E6M13%HBZ5?6SI\$C;%VPU?
@^*AGE|//QMD\$^M1|8S)1AFO;&>MJXE@_@6^@MP9| M|X>F;Y18MO?|BOS=%?57-=#^%1|H-
B7EV1;+;6&QCI#2_|\$ M'@(-@%1Q-"_+6AB_&FF|4=YCD%>C;+6%\$Z61G2T=*JI_-Y%Y'E|9-M0|MY*U
G1,9ZAOQ;ER;B8(>-E%=G4-6/LC3\$ 2^|T/6=^EA5Z(8E!&#FI#"U_F<+UY9SWNIKK6IYF7D 'FU
M&&PJOV|(&V/MAJ_5|3V'_JZ&O|IMK2F<+TXUM)+# =:|L%K 'S M; R%3C;RX'
@GCZW;_1QC_)|O_C51N0U**#.1Q)E6*?8AU\$4^_9PGP=%U&> M10DTZ5*Y!'0!0;9G4"=\$QS"&'NX199?
|G6H2*^_F\$;|JRH3TDW)-K|A_MF|&M ?+1+17K@!B4&8/2&R;Q;+NI/9QSO^3|HJ6%ENZT-
+&>UUHR7FM3R;O(M ?)J;=A4?M|0-L;:#5^!KZ"?74X_&V<3Z%;WAZ>);QC;_@V; MQ&SDP>% "T.M?
0N0YZG"3R7\$7F-=CW6409EBKV810%_IA-F*|O1Y+%-06X
MOW17)CE9^T>TS=D\$F6;B3H@;_JU7*S0Q=QD;6|RR&;ZM|92837M;^AN#CWN4 MWZ5"_VT&
TWC+UHT^X6EPRK6 3\$H-P8E-TRDSIGTO(P<(_85/Y?4/8&&LW M? 6^HK'6JZ*?C;_)|*G;P^5\$;N;
<;/B6;_AV|@#P=|IX>V;Y28MG=SN<7X MGXUIO'=015V#> H33Y)|#;A_I>>1#O;NY7Z*;J\$4S&?HAKO(
MLLUDR/9(HC;M;VJ_&D?E;_%_ "VT6#S'T>S 1'1"#_|/'\$?1N>|@RKJ&L13F'B2W&O
_2L|TL>;F16VMHK3,T MY\$ _D&P 4D4+(T=MCY3|B'M|84&@*H81#1;_9Y|OD1@Z0Y_ ^PJ?
R^(6R;M1N^E_15.M5U<_&V03ZU(TP-MFRC+;_L\$G\$?IW%GP#>SC8.PJTG;\$MGWWNG^C>N%(_H33Y)
|#;A_A4(HR_)#\$=\$.(R8U_*|\$@G_|R;'"#/_V%3^7U#V|AK-WP%OJ*EUJNRGXVS M"?
2I&^%_HBSW6|J3+^IGP#>PAX_|@T/C&4H9MK_8|'OA2'=@W@*\$T^2>PVX M?
X5'.MB|(C=R;PVM=8;&_(E| P!_JAC(R%_C)3|!\$B'M|84&B)%++9T8LD\ MJ;_35A-X36(ZX|H-F,O_F@H=/_
+)TYYN4W"#H7_5;T|Z@2C#40R>EP68@_\$.M_D.4^S
V6_|8W_@WV5=&D./NC(O%NR+99I6G'#M0)Y2*60Q|WK?TJ<#R'%4? MERK3 OG8M*^A?|W;?;FHI0+_|
<&7"..?E9@.B\$'9;2@%>*0C(RIC|CS?|A4 M?M|0-L;:#5^!KTA>ZU+H9^L GWJ(O|L|ACREJ4W"/_75N<_)W|
>#08."XUG M*^78OH.E92;_"T>;ZOK\$4|AXDMOKP/TK/-+!WA6YD5-K;*XSI=|Y|L %+% M;\$;.>@)Y-%' M!
0D'NGDEV!'6'HNT&9D'E.65XE|_UCJQ>|H@*77B+S;E"^J* IH6.\$Y7^Y1 M3|>
+L&6!^KI\$UU'4+^/9|R/0'9CH9CJ>|^3SA8;@T|J&4L;M3S;I79|57M<@GL+% MD^1> ^Y?
X9\$.H|C9Q;0W;=(3U_(M|4Y^_@ "9XY|IQIK|X180\$|1HZZ#75+
MDGFU<+)R6!'">LO052YTB|GR4Z\$|W\$|E|T"!|;BI7>*/_7*23Q_RY
^|S+3T6<_.RV=)A3/WO9|8IY1%#M_K_4OG>IWQ115%_PW3"G(5|
M3/OUC|L^N^F|P#8YB2#/#/6@XEHZ%3+IYR%)GI@SN_ ^>WX|SWG.^|GG'F-
*X5U/EL5|PM'"WU6PN3IW'">;.#\$N8#O;XMB2 M;9X M-GL)UP5(=#8(SPS8%Q|5WBQ|M>
(B;0\$I9'L^(_R@L)_PT|*+A+<* MESJA+O1&Y)L|VG|VQ6=X7#BTA+W/'E=5M'E6YHLJ28\$?)GCTV<2
HX;L(CHUCB'!/@+ES>(7|K;K_|!8.3FQ.9U;P.R%R\$>|@X98>_X6
M|W=3\$\$ _P07T^F*_0_2|MBS(N\$P/TS7_&5+|NR|BS=C-7F"OHV?7IV=0FT*F|
MPRI3OT;Z;_#/_1SC70MRK;\$T.2;'"7>;N%Z>S;U.CS^%|R?_6@/O7W%(A|TK ML=\$W-N;_>9VB.G|2;=N<|_
K&IY9#.R|I|<8%GNW;Y^<\$C>\$E|<|=A9J2X(JX6W M"\$1'E A^9E38?+8
N%1%=HG_V=0.G68N'IGLIA7^P|W_7%FX\$SIQ?J#YTR5|*<#SV*|'3!*>+!S@?_!0IV=
|B;=^H6;YH;U/5TL^\$|LBV=>\$KP2P M?4>"8IJ_@I"YH<(>0L/N&C#&Z|7.%G"76
MM4Z#GDUM0H=.72>N;J|O)F;NY^SAV;/_7@9QK*\$V/_6V1Y=FYU^GQH#^I%EK MX/VK-
/(>UO1X^R/7V)A|GJ\$Y?J*_MC_?L8E-#8=TOA?8#VVLV^;9KB7D+=F M3B0|3'BL<(0I7D)?B#!6!&@K=|)

MO(A;4=06+NT5E/K);DG+V:V'X5Y4,N\$;4'!.RU5]-=/R9P<8*L2R_0SI/M"#|<<Y-
3*CM5I;H.QS223_Q6%VR/?;+%5T!F!7LS!7U-@7ISR?Z?I|NW: M_5DVZL0%"N#W4BM"Q0GI
MDLX07"HJW.9R=#_8ZYQ.\$HX1WFC OC%FN-7ZW ML<0PIC^K8/NRA(0'#0(LTZ-
G4)CBBDTQWL|6(!^P7^|L?R=S/V<.QAZ|.#.=0FAY|NOYOCBC/ADZ/
M/X6N26K6&GC_BD,ZU"TF(C65C8^YYAN;XB?I;_GS^C8U^-)Y)+ ?CJH0.XA
M;XDYE^086110_#DZ0%OMB\US\$VAKZ@Z)6);7(9VU)OS5:@>Z343L;?^;Z?E7 M037/839;_ICFT:8A
>SZOG#SA1K|XL(*,2@\$30*P/07!L54.-OY?&B+|GD_ MF?"8#C3%E:X^MIHW0F *PH.& 0X?
U.F#&@03#NFD'Y>) 7KG/V.J5S=DC.\$M MF"OD+-28ZM.SJ4UP2*?0MP?|V'W<|@.+.LXU_8;MI
MVN<_XRI3MV0,4:W8*Z0 ML|2ZUFG0LZE-<\$BG|B@QGXY'S|G#|<>/CARKZ&T;?;V-J;2) LZ03X4QTU
M2H3E^HK_&.=^QB6Z'>.)B|M)>I>??G+!OKB'L|GFQW |LJ2-H!
<(P&8TW|+X_MH)=PSCV.,&1>PVEK;\$ *Y(FSH|_E1735*SUL#|
M5|Q+AHY;|)Q=XQAHRC.TOT_TUSCF.S:OF9K-I_O_-15_!TCA>L_V3"90B3Z7
MZIA9%%*#X;:VFU/2LIB8Z4B0%<.);A=MNS73|9Z|N4Y#?3%"_JGV^K.YHMC3/E:NR;.=)|#XFZ_|KPM
MTCBTS3V?IC&=5^\$9+DY>- @P.&#NGTP9<&\$0SKIQV5B0!|SGS'5I|LRON@6 MS!5REEC7.@UZ-
K4)#NGT%'5|D.OV_#S)0SHQI.%8#|!2U%#;?'M%\$>39U.GQ MISIKDIJU|MZ_XETR='QB8^>.QD|3GJ\$Y?
J*_QC'?L8G-U&QVVO>@OW%VR71.L8WQI\$?
H<B&C#&Z!7.%G"76M4Z#GDUM@D.Z96)IZ#X9C)|G>T@GACTZN!O0B
M#LIG7%\$S|YH*VEJ\$X!|@M#G;S=4_+L"M@?3^+G M21_2B64/QWKX_Z"&TO|8SS3MYMG4Z?
&GNFN2.6@-N;Y_Q;MDZ/C\$10*,G..G M^FL<|QV;V\$S-9D|^?X?P7N'EIOCHR5&FN+WM4.'QPN'';
<*UGL_ MO#;C#1U M#;E'I+?6%==B5+;7;I?7WM#Q.04;*_OR'86P?PA_
M)|P24;PZM<*'"6H5_ %0Y3N.AR2"<>C"S9+OM2RL"2-OJZM<:G'THL"^&55A' M?
6ZW|0E|V;|6GHG@&#WLQNS!EN+.|@;6SAC&=&B%YW@LC06P_#64.+3./L)_MYAG4Z?'G^JL2>;F-
>3V_A6'=-#QB8W=Q|;<|PS_ M1|/I-8|YCDULIF.S|?CPQQ;W7-2D_/NL8V?&#_LMXAG"GPA?&_PUPDGF&N
M9^Q)LC/'%?*DZF|W1N\$/A<C|H4>+|;X'5%&JOLK3I?S|C|3 M0)|+?RBJ?|J.P|HD%A8K"|9MJDE?
W^29Q^>^V\$)?Q.CYK=-YV)I|TL83"(Y) MP.YGOVX@IWO;Y8ZG9C:FRRL|R|B(A0<- AP^2%QE+)PX9>%
M|X20|VJS_5K_7X13A"<|)3PI@T670SIQ87S)MKULRAUL7>/9 MA|;Z(OIGL^ZIJ2=
X5;2MJX%,\$Q2=B|NO"16Y|!#;?|D6J|MKNRUM81V;9 MT^\$5GN7AB(4'#0(|A|?
M<4@'9_8V'ULS#W/T|P_T5_CF_8Q&.*O>AMRDN&G);5|;|>"|<+;6|Z'
M8XB; &G*YCIV9,FR24UQ_9_|JO;9 M)Q;> *|S%*%?0CDZL_?9K)8_-|7*N/3EL3RK;ZZY>Z?-PB?;?
J.YKGS+%"U_VH.<"4JROM-&)6FY M4>HM|;|W7|?X|/!/?_JZ(K<'0#\$,"8.FC6#1ECP%P!+0& MV@8
_1/!H\$OV\$YPJ_X6*>?2=XI2D^Z|/4WP885_ =P<_|YCBW4M|4|I MPJG"<.:Y&R1!O5!_2<|>(J4^|OR\$-
T627|H61_7TF7_0 M_#0"#ND H!+LUV+7FW('1TZDV|PPK&0_OV#X MFB|!4^"0#@JXU)3|O#(<^@R
M+RPLV<|CZ3("0;?X'_#_ ^S;4X"01B&X;P%M)I
MM(<;R)WT+!3T1F|@5X"6B|BAP&RRE0G+3|/I)V#QAE?;?=-L|Z8\$?9W' MN_KA;," X(99OOV?
_X>I^|WW8+8JS_E.%100QG|OU4 M;/MA,@ (#N1#H 0#/S?^I/"9Y-UF1FOAIV/_>9 M_#=B70
@*;>4GE0P|V;#_.!B'0_@*;NAU2 M>53R9;))VXHM#^/^/0GT@\$ (@D0X M \$B70 @2*0# 02(= M_!+I
0)!:(P 0)\$ @ M! DT@\$ (@D0X "W7/_ M|-S/BQ=U';?QD66|>;+|X4;Q&(-P|/ SQWJ3#W|"6(0)JC=NLB0?
>4H!8, M.LE*XD\$B#|505%"G|0>%6E3+6D1^?0W?SRGXKM_OSG?W.|_OY_&)R*K,##? MF? \$SL|ZW:0-
C6H#3R"P|/" +9E2<M_Z|J0#_!G2_0 @ (X,Z0 M \$!AG0 "@(T,Z T)\$A'0 M.C(D X !T9\$@'.C'D P M
|T9T@\$ ("#.D %M;UG+|YWU|BN|8SQ?=<@ M_9J;.(9T#Z71Z(UU)M|+WZ?=T/_U7?OTM_92^2Y^GC|
|ZU^OYR>3?M_*P", MX7#Y|V3CNMIMMI(U-6V7| MM55^OU&^OEK^ ^KY^TO6F?8-"@LN=;
H#X+|;1S+V2/FLF^RGTX|0. MN'R2+J4SZ6B|00Q|QZ|V;TOZV+| ^3; ^GIZ=|DW;|E|>|4|@YXVB_UI
MSZ|V4.S09C@X=B?|F+YMA|B|U|KYW\$YOY|+Z9GT9;|NI+|^E^>E,V_F_/'K MZS78%Y,,E+37_;\$>?
H;M=K7?|/DC_ =,AU=OI?2A2|B.Z|6|^B8'BO;9|I M?M9V@P6IMK73|V4=|G;-3|?
2.^E<.|D>LYZPGIB2CZ9POEZM<(W4EWN8Y|_| M/8_5|MRWEYY(+Y5|SN:4SO'F|7RYJ|AOM4+>|W;
|R7>= _A?<UVM|_H/O?>VH:9^Z:6^WAVBJT36US|!H9E=+.U&L.)+U"X^R28|TE|S5|3NR78I>*
MC;|Y;F|Z>=O9R@1K;MKN926&=GJE02|VG|@7Q4:B|_|3@8P6&XP0CX/%W|*D
MD5+9P|C'TLO'K.5|33|5|%;Q@9KCQ_ |Y6+3T)F.K4\$6!H|K|V|)|#2KIK_6/
M0%|7&-4PU* (\$RS5|;OH=@O|E)7ZIL6|C'H'|8XV|LZ4XTYCGEG5UWF)^0 M !YUQH82_HQTG7"
<|\$_O%SD.D5E2X%REMB&EL9Y0&REV'L_ %&GMF'F MOJEI&|V|>^)G9'!S=9J#".2|J-
C27&^+&8J8K6|"6QN|5FU#2W\$XLYZ|6? MC4J\$;H:C@/N^K63C|D;Q";@)VC2*&3*>&0WZ;:-
"K7;.40U#_8H|@28=VTTZN>Y35NJ;-E0 MHZ#>8;=)1W.;>6=6_76+)^3 Y%UK8"SIQTC7"<^!8UU|!9ZV
F6<MV)T9CYDF'0Z%U6WK73,'*A8SL-LA(9SLTJ;|W;%|C*U2.VOU4E_@P'23+|S;
1ZPJR>*OFB/&WR9A&HDF?"S7_"\$^L6N\$308.)Z;&_3QYD?UQC6_-2OR!-HTK'=D)/K/F6EODE3#04.
MZAWVFG0LY)DQ_+LZ_9| @|UH#8TD_1KI.>.H<|_0L_6PYB*Q9S(? M.TTZ'
IKRNX3>XNBV,DIAA%)^H3&+0>+3G.=RE>0V;7.<-<3&94M*1XNU
MR9/YCX03G'TD_#7V|/IX@6\$-0_V*/(\$F;M_.CGO4U;J MFS3I4.^@WF&K2<=*GAG#KP&Q4UKV"0_/*N-
3"6|&.DZX2GS#"Q>YR= MAS5^O\$N=C@SD'L.O'U"X_EQ|A>^1H>LETN|L5
M5|Q=&1_F9AA/&K0=|IOM:@W_FY^"GC"G)|I01QYW=4(Q0)..^5A;^5CJ^4/* MG".V-
|&8V5OXA|YD;4P7.S?@6;:U8!_LP)|VUV.S;J&H7Y%GD"3CMTFG9SW
M*2OU39ITJ'=0|H#3I&.ISXSEUQTM^P0 |YUQH82_HQTG7"4^8R9^=A MC?
+|OJGYX\$*33H<"FO#5KKXGS3G83D/LRT+?#^EEB=*CG&F|C4|_L:1T><M|PM*7O|OKG-
@+RA)TSIB5XY2NRI&F)NAXO_U33V,/*Q MW/*QU;.'5)DM-|AXO_P6?J(SJ8_6P;+;_UIP+<|
WV|WKB&H7Y%GD"3CLTF MG=SW*2OU39ITJ'=0|H#1I&.MSXSIUP=;|D_#RKC4PEO1CLN\$|H) M8L|
|&P|K?)S+J?K@OI_.AP*;|L>%!N3<>SD'L.O'U"XO_EQ->OXIZF>0T/ MMP61|<".DM>?
E5\$|;=%V'"WK34>%SL&/6%&3_3*^37&W\$>,"2;=,C'=*RYAFBI/AJ3=U>
(R5\$U^C52;"#0MRDU^).3AJ% ^19Y MDX|_|IW<|RDK|4V;=*AW4_0WZ1C,<^,W1 YK"6? (|:V-)/T;Z
M3GBJ+5V'M;LJ-"DPZ&P-FV+ZQQ|R#%V8|S=9D0CT:1#|I9K_I:D|3V
M9A8O>PN_T9G41V/S2."X+J|1IWF|/CV,AJ% ^19Y DXY"56YAG|D2WZ1)AWH' M|0|=33I6|S8/GVAI3@'_"

O&L-C"7]&.DZX2GB/ZV^N)"/BWV(I/+MB;U/I\$UBQ|O.&^K|WSY.;+S8F6?*\$KM<|&=BVUH(E,LB!_%?
Q9.)721VAMAH ML7|7*;#|<8|KQNT_|Q\$;+W8"S6,F28=#H6U;10%CLTP=G*/8422J%Q5LFQ MO2@VP<
:OH|. *X_1R^5/+ZTS.O)TW:C@/N:(T#8J>@)TSHB5YXO=C^&N-M M?W\$ _B_=7FG3(QW+
(U+"UWX>CK1^_@N9UXH3.S40FL=jBM-%/NXZS2M|HAT
MO2V%_100|=9^Z^#K@?/V0(T^;0CT:1\$;AOH5>0).@HUNX5|RDH|DR8=ZAW4 M_0VZ5C-
^N(j:>*L38=YP.)|WK8&QI|C72<|H3&J|CNS^3F.ISG0|6ED.*\$G>N'B|GZO|PQH))|TR.=RS1|2
MXKH(:^8/0|UQG0..70#_.JZ+NTYXBBQOY0L.SXF|.|(?P|4^*+;9KO.VUKM=|0=)KV:79|8| MQ'">|Z6-
46(#)>?NROFOH? *W/T5KAF|0>F2DM|'+E|C5S2|O2+| "U/(D9.5V>RZWS9LL|K:N@*7TMZ=Z* MU_>-
")/0F6CHR*P-C.2+;_IE<: OI2|A|J%^1)U"W,SK/&O8I*_5-FG2H=U#O MT.F;Y3S3U13S_@M2\$QJ. 0
(B3@S\$6&&I>NTYXB|QSY0L,BVOVZ76N M (.L9FOH3|L UC@-;=%'OM85 |AUU<2CRD+VD|;
M|J7|00.&L2|'EO:|7| JW&W M^%E=T8^UZ\$PT=&0^&1B+C|?@R|9 7V:C8:A?
D2=0MS.XSUKV*2OU39ITJ'=0 M|H#IF^4|T|48|I*Y6L);\$L.W?8--L+CEO
MOU:RAI)O.:^&L_ FY(^;\$H|IK1K.XW|E(7|SNFNVML@KT)/F+|?7O4PMC^) M_2'@ _UW)'D8^9C0?
(V.:S+2*Z|_1K#^2+ _W%WZOB\$U|T)AHZ(O|T5:K#3(OH0 M=-"/1% _GUHU#/4K|@30.
<|JBDK|4V:.*AW4_0YYOU/-Y>|O3IC<8 P M |G|V.L_-2|=IWP%'G6E2|P|&>T.%6_HO.
(ZS3ZY/2CIDF'0V\$A|(DM M)Z9^5H2P|9_@TTR*6#>_%BI9PW&|USQ8P_@O#?#C|0G'E79MIW&? MLG+?
65'AVFLS7& T1#R&B3T9.#;_A8-O|/R_)XMKLH>1CUG+QXB9(|_|@O|' M" T?
D|D58^96="8:.C(W|L;B|R/Z<'V@#S>@8:A?D2=0MS.XSYKV*2OU39IT MJ'=0|H#GF_4L|H|K\$U->03P!'
G#VR M*+|0^#<77K09=&D?PAWJ1TV3#H?"JC S<%^(|?EP'I9SR.\$;WPJ8M|.5K.'P MP&ONJ6|'
|PCPXYL)OY5F;:=UG|)RWYE=X=L;T1.F|?G|HYMHMCXP/|(?8P
M|C&#^1@O|QVOEP8J|^+^L)K|^4.&G@9(Z4+/.1\$/'X3V|L;A;L_|@US|*;&>@ M#|JF
|M&H;Z%7D"Z)MG3?N4E?HF33K4.ZAWZ/*-/+/2/=JGVTH|@ M "!. 'LY88*AY|3KA*?
*|*U|@^'0FB_)^5ZU@LR33'S5-.AP*J|J2V+8|F^P21XH.6?^L%&?DC4,?
=/D8S6.W|_IKD)^;\$@XKC1K.ZW|E)7| MSH0*UWX&/6'Z?OR3@'%M^K__|N_||^"/8Q|S&
^1LQ|T9VX%W_>)C:S)KU'% MWP_U;0XZ\$PT=F.V|L?C1"
<^/Z\$|4Z.&H7Y%G@#ZYEG3/F6EODF3#O4.ZAVZ M?"/K#;?O=IVL6.;|D 0"W_P
__LG7W.EU49QP_R)J|@^2T4(5|HVT|8F M4:."MD\$U;1H|/%\$4|U7W|1:UFZQ)49.EUL|D?
-03T0Q4L1Q|JUT'|@R4D=0 MJTT3%1&0M0|Y"U|>'NJ^|KN?SV:|_GN<^UW7NUV_<|YM# (|7_MW#B
4:|6O3#J|BVWL9%*>RUZV-BN"F|/".(KZKY:*/U6+/Y7|N5CAB|.
|H(Z=,9SW.QB*B+;|_ %P:T<\$<7VUVS7N\$/R_-W.83AQ *-^K5I
MAU>1/QM9D<|>'VCM7X5OBG;C+QXM"#BAYI-.BP**X-SK>U7^-|Q+\$SAO-^M|D-
QDZ#|;DOD'|@ZV|H*PS5L|<|<M E|^B;9#*_ '><09BK;/HB>R?1|_3A#3
M26L7=+N&6T#=#;C.9YG#R;.:NOV>8XA04QGKV"0_K)PWOC8FNS3>WC'7^PMMG:/TWM T%|G|L,<
M.ZUMM/9+;P^9VB\$|Q)+4F.D:8=7D:5&7F|Q|H|U|ZU-M3:@0G&|4QG791%/ M4&S285%86R,X;R?
P5#|0-!G4Q*XAR.MK16VYQ9MC?#4|U,% M_GP?;8=6XKU3B*^*MO>B)|)|_1|\$_
/Z7J|34=)UF/|(QU+.QQ@SC9FH|N? MM8&>_1M8;T?JXW01F6CHDGE*V(^:|:-
SA6VN1<-0OR)/H&Z7Z2.1VCR52WV3 M33K4.ZAWL.;>:..NOQU/%_R?|0%| @ 'T>WH4|V);.YN;|G>|5ZP|
M;.U28HE^C#3M|"HR5WG#N|MA4RL&/F*MS=1V>|7J).F9BCAV1#Y|L4F'16%E
MX4X4.JGPZ<.1QLX8SOL9#*\$71DYK=0LNAD=U#IP^&_-7>KG6K<)|KC6<.(Q+*|J|C MS#3F9H7?
3P7R|6F%CW/1F6CHDGE)V'^<=+7@&?PA-54-0_V*/'2Z><4YZE< MZIMLTJ>0;TC'=(.W7|H7;G8K|KN-
J+%;|^P0_#Z/-RMXYMG=%^@ M;60NUYU&+&.D:8=7D4N|'#CN|M^|;|SM1^FW<;9,8'B>E#AW*.X-WK|
'F;/'QC/(QQG1C M%BC|_FY"/J;L|'0Y>)^<|) L8#Y90Q=%<5|4|Q2T=|X.X.0PC50W#)|V|H2<
MZW8Y|HISE.YU#?9I\$.J@WT.KZ19^KZN XO"'" |?LP%| @ %T>OM/X MK|6M-
GY^KT|LIEB|J.D:8=7E7F+%"%Z-2J|9.9QM_BUF4*_^Z(?)BDPZ+PLKD M(85/2R*-G46U>3^#(A"\$.*C-
|CNZU=\$N"'^K|'#X=CG;+IBV.PG/LSF|=R89 MW=
<@Y|GDM<3/7&G%6|3Q+.VR35_(|C>ZZ;U7S|@DP|Y6*A|C#'=F%|H_|YT M(|U7X+Y.3H3#>V!1<)^N4?
0UMW"MA:B8:A?D2=0M|OP^4AUGLJEOLDF>H= MU#O2|8T4|?7?;C-;T4"/B\$9Y|
"@O#S|>#W"G&U|H;4SK0VT-MK4
MUB)|T=HZ(SO;.:^U.XDE|JC'2M..KRF33NL*T^X236SCR P9)C>D|ATX<2FJ#8 ML..B,"TS%3X|\$VGL+*K-
^QD.P6>.WP7J*;U'-EM|=Z#|(ED\$.Q=M%TS;F83G
MV=3?Z.L;56.JV00\$|GKB9Y.%|9S@_|'0KA*V|GX1|IZIZ^ _N?W@_H-(T/&-G01>|X3N)
M)9HOTK3#J|O"T_I'|29KUY<4SS:%Q,2F;#8L..BL*#8L|H;Z2QLZ@V|V

^A_-+0' MW.GL6X1|.*E_.Q.%;6Q|PU"_(D^@|I?IY'J)|5+?9--.M0|J>DXQMY|JZ_MNS/8U+Y46N3_O^'9)P
)#GA2>LW2JXSB C^~*PLR|32Q1CI&F'5QE7 MO'C>5*-PW6%MO*#>/8KV1T0^0.%)AT5A97*>PJ?
=D<;.HM|JG|\$0+!7\$=%U& M|_" M1DMN"|"S|+|^&&T73-N9A.295-X|@^JZP9WD>)>U/Y4T?AY3V2A)|KC
M/NE|2|#+FCY<^PDC6UAU)G,8^5@&^1ACNC%O*OP>'&H;Z%7D"=;L.GX^4YZE0;TC'=(.W7|W9.9@O\$
MRK-/4#PO/%'A:2<863KE3JM?8Q8*C|&FG9XU7&%B|=-,0K8AY2# M|XBB|=,CGJ#8L..BL+
(9JO#I2*2QLZ@V|V@S M'N-|J9;"|L."^3@L|A)66>BH2J7^B;:=AW4.|(QS?R3%U_|8S!:_QHP ^0 P*EY
MM9O=7L+U)AO9|U-|K9U+|)4DB4TZ#O<5F36F&L5K-|#:A'%'T*MKM%^G@8Y.. MB)|<|K"TY(8V=1;=
|/8 @V"V(|E_%|Y\$EK9P>X+^|RLA_:T79AM)U)>)Y% M.S6VQR*^W^@).1U&|L_-7TY_=1L>)*?
6KHM0.Z\$%R<>UV%8HU)P(|)A_R/33KQ/Q|ISU.YU#?9 MI\$.J@WT.KZ19^KZNS?>5|!2W=|_NP3
M(9EPMQN.:%4DF0VZ73A M3O/995I?N;.%Q|D" S6GSPR.=/'Q28=%83|0G-Q|.-+8652;|S,8 LE)OR,S M?
X^|:&VLY_MROL'O'6B|8-K.)#S/H|UZMU=,|=ML=YO|H(0.Z8G|*P|JTL=S(M%DA?%)G60@N2CQTVU80OZ?
@A|)=T.FU00=_25+0W(M+!|QR8=%H7Y8*3"UUV1 MQLZBVKR?P1#L\$|0TC/>
(^8NI+53UQ7"|"3W01=L&TG4EXGD4|I?YL38C|?J.G M9-POC..&
FU<+VQC7F1:"RU(K;+5).8YZN|"K|'|)QC,+/>A,-+3G'\$1R MJOMAT_S4^""6#@JN>|CT|31Z-
SU*S;|L\$DGM>6R|D)IWN_-A&ZM,|=23 M5A2N;RGHS9%6Q,B'7QLTF%1F|F*WS;\$FGL+*K-^QD,P3%|3
-XC_S7?NA9 M|Q3UYRC;+IBV.PG/LVBG_|?|=UMZ?P/U&3Q2G7UT_%HWA@"GV-53WM_L|L;P;

MF=9""Y*;/3'5),YZ@U3_1K3>Q0^;D=GHJ\$JLT08[^PFUVP37G,Q&H;Z%7D" M=;L,J4T.\U0N\4TVZ5#OH-
Z1CF_DF;K^;L9\@OK)8,\^ 0 0'A^*LSO MW""Q0XFE4B2\2;<[H3"CUIHU-KSIK8X-431VfVZZ5_
S<^4;4V/="/Q28=% M83YH4_C4\$6GL+*K^QD,P7%!3%79\%._L_6KLXD?N-
GBC.5<(8V@5MM00;NC(BK846))_K
M_4DQOEJH\+O*8%\G*KP<0,ZD\@L,UT8\IV^;7//7PFM.0\0OR)/H&Z7H;D) M89*(L;D))AWJ'=0\TO&-
/%/7WZ?*U\I870-[=GGT" " \RKR&NO(99*MD50A\$+\$M.ZGX\J2&H/
M%_N_\$N/M9^0_K.4ZAOE!OCB2'W&^70/72S24\3*T_1,%S@RSZT73!ME_(1MO2(M8\ZV-
M\4.QT4/9>^WB1,;K\6U+=+6QK(5J+?"SA?(POTYC5^K_%8D%+R12A26D@NBD#EIH\$KGG=IY/M_M
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9 Months Ended

Information - shares	Sep. 30, 2024	Nov. 08, 2024
Document And Entity Information [Abstract]		
Document Type	10-Q	
Document Quarterly Report	true	
Document Period End Date	Sep. 30, 2024	
Document Transition Report	false	
Entity File Number	001-36798	
Entity Registrant Name	PANGAEA LOGISTICS SOLUTIONS LTD.	
Entity Incorporation, State or Country Code	D0	
Entity Tax Identification Number	98-1205464	
Entity Address, Address Line One	109 Long Wharf	
Entity Address, City or Town	Newport	
Entity Address, State or Province	RI	
Entity Address, Postal Zip Code	02840	
City Area Code	401	
Local Phone Number	846-7790	
Title of 12(b) Security	Common Stock	
Trading Symbol	PANL	
Security Exchange Name	NASDAQ	
Entity Current Reporting Status	Yes	
Entity Interactive Data Current	Yes	
Entity Filer Category	Accelerated Filer	
Entity Small Business	true	
Entity Emerging Growth Company	false	
Entity Shell Company	false	
Entity Common Stock, Shares Outstanding		46,902,091
Entity Central Index Key	0001606909	
Current Fiscal Year End Date	--12-31	
Document Fiscal Year Focus	2024	
Document Fiscal Period Focus	Q3	
Amendment Flag	false	

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Consolidated Balance Sheets - USD (\$)	Sep. 30, 2024	Dec. 31, 2023
Current assets		
Cash and cash equivalents	\$ 93,119,521	\$ 99,037,866
Accounts receivable (net of allowance of \$5,329,034 and \$5,657,837 at September 30, 2024 and December 31, 2023, respectively)	44,157,144	47,891,501
Inventories	26,742,783	16,556,266
Advance hire, prepaid expenses and other current assets	32,219,650	28,340,246
Total current assets	196,239,098	191,825,879
Fixed assets, net	514,581,091	474,265,171
Right of use assets, net	29,134,488	30,393,823
Goodwill	3,104,800	3,104,800
Other non-current assets	6,107,198	5,590,295
Total assets	749,166,675	705,179,968
Current liabilities		
Accounts payable, accrued expenses and other current liabilities	47,778,007	35,836,262
Deferred revenue	16,080,451	15,629,886
Current portion of secured long-term debt	16,536,650	30,751,726
Current portion of lease liabilities	14,238,935	21,970,124
Dividend payable	1,279,494	1,146,321
Total current liabilities	95,913,537	105,334,319
Secured long-term debt, net	117,014,342	68,446,309
Long-term portion	141,066,827	143,266,867
Long-term liabilities - other - Note 10	16,357,366	17,936,540
Commitments and contingencies - Note 9		
Stockholders' equity:		
Preferred stock, \$0.0001 par value, 1,000,000 shares authorized and no shares issued or outstanding	0	0
Common stock, \$0.0001 par value, 100,000,000 shares authorized; 46,902,091 shares issued and outstanding at September 30, 2024; 46,466,622 shares issued and outstanding at December 31, 2023	4,692	4,648
Additional paid-in capital	167,167,687	164,854,546
Retained earnings	165,417,353	159,026,799
Total Pangaea Logistics Solutions Ltd. equity	332,589,732	323,885,993
Non-controlling interests	46,224,871	46,309,940
Total stockholders' equity	378,814,603	370,195,933
Total liabilities and stockholders' equity	\$ 749,166,675	\$ 705,179,968

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Consolidated Balance Sheets (Parenthetical) - USD (\$)	Sep. 30, 2024	Dec. 31, 2023
Statement of Financial Position [Abstract]		
Allowance for doubtful accounts receivable	\$ 5,329,034	\$ 5,657,837
Preferred stock, par value (in dollars per share)	\$ 0.0001	\$ 0.0001
Preferred stock, shares authorized (in shares)	1,000,000	1,000,000
Preferred stock, shares Issued (in shares)	0	0
Preferred stock, shares outstanding (in shares)	0	0
Common stock, par value (in dollars per share)	\$ 0.0001	\$ 0.0001
Common stock, shares authorized (in shares)	100,000,000	100,000,000
Common stock, shares issued (in shares)	46,902,091	46,466,622
Common stock, shares outstanding (in shares)	46,902,091	46,466,622

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Consolidated Statements of Income - USD (\$)	3 Months Ended		9 Months Ended	
	Sep. 30, 2024	Sep. 30, 2023	Sep. 30, 2024	Sep. 30, 2023
Revenues:				
Revenue	\$ 153,115,064	\$ 135,616,188	\$ 389,361,469	\$ 367,390,917
Expenses:				
Voyage expense	71,539,649	59,075,208	169,805,168	170,349,472
Charter hire expense	36,511,251	25,466,886	96,339,176	77,183,388
Vessel operating expense	13,884,629	14,252,533	41,289,813	41,070,199
Terminal & Stevedore Expenses	2,417,374	3,517,736	7,324,959	3,892,318
General and administrative	6,041,857	5,500,121	18,349,556	17,115,013
Depreciation and amortization	7,719,083	8,092,495	22,609,231	22,546,350
Loss on sale of vessel	0	0	0	1,172,196

Total expenses	138,113,843	115,904,979	355,717,903	333,328,936
Income from operations	15,001,221	19,711,209	33,643,566	34,061,981
Other income (expense):				
Interest and Other Income	893,879	775,504	2,434,325	2,867,914
Unrealized (loss) gain on derivative instruments, net	(5,961,224)	4,531,912	(1,804,388)	2,760,059
Other income	551,021	(212,639)	1,229,193	422,636
Total other expense, net	(8,944,099)	478,893	(10,927,310)	(7,702,109)
Net income	6,057,122	20,190,102	22,716,256	26,359,872
Income attributable to non-controlling interests	(946,082)	(1,321,811)	(2,248,265)	(1,172,774)
Net income attributable to Pangaea Logistics Solutions Ltd.	\$ 5,111,040	\$ 18,868,291	\$ 20,467,991	\$ 25,187,098
Earnings per common share:				
Basic (in dollars per share)	\$ 0.11	\$ 0.42	\$ 0.45	\$ 0.56
Diluted (in dollars per share)	\$ 0.11	\$ 0.42	\$ 0.45	\$ 0.56
Weighted average shares used to compute earnings per common share:				
Basic (in shares)	45,279,813	44,775,438	45,257,462	44,754,620
Diluted (in shares)	46,011,402	45,081,668	45,947,548	45,108,039
Nonrelated Party				
Other income (expense):				
Interest Revenue (Expense), Net Related Party	\$ (4,702,101)	\$ (4,348,686)	\$ (12,365,614)	\$ (12,724,920)
Other income (expense):				
Interest Revenue (Expense), Net Voyage revenue	274,326	(267,198)	(420,826)	(1,027,798)
Revenues:				
Revenue	145,119,752	127,884,506	356,506,043	346,300,186
Charter revenue				
Revenues:				
Revenue	4,860,376	3,797,528	23,738,200	16,636,920
Revenue Not from Contract with Customer				
Revenues:				
Revenue	\$ 3,134,936	\$ 3,934,154	\$ 9,117,226	\$ 4,453,811

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Consolidated Statements of Stockholders' Equity - USD (\$)	Total	Total Pangaea Logistics Solutions Ltd. Equity	Common Stock	Additional Paid-in Capital	Retained Earnings	Non-Controlling Interest
Beginning Balance (in shares) at Dec. 31, 2022			45,898,395			
Beginning Balance at Dec. 31, 2022	\$ 368,721,530	\$ 314,226,062	\$ 4,590	\$ 162,894,080	\$ 151,327,392	\$ 54,495,468
Increase (Decrease) in Stockholders' Equity [Roll Forward]						
Share-based compensation	1,393,514	1,393,514		1,393,514		
Issuance of restricted shares, net of forfeitures (in shares)			(568,227)			
Issuance of restricted shares, net of forfeitures	(127,283)	(127,283)	\$ 58	(127,341)		
Noncontrolling Interest, Decrease from Distributions to Noncontrolling Interest Holders	(5,000,000)					(5,000,000)
Common Stock Dividend	(13,969,838)	(13,969,838)			(13,969,838)	
Net Income	26,359,872	25,187,098			25,187,098	1,172,774
Ending Balance (in shares) at Sep. 30, 2023			46,466,622			
Ending Balance at Sep. 30, 2023	377,377,795	326,709,553	\$ 4,648	164,160,253	162,544,652	50,668,242
Beginning Balance (in shares) at Jun. 30, 2023			46,466,622			
Beginning Balance at Jun. 30, 2023	361,571,731	312,225,300	\$ 4,648	163,890,246	148,330,406	49,346,431
Increase (Decrease) in Stockholders' Equity [Roll Forward]						
Share-based compensation	270,007	270,007		270,007		
Common Stock Dividend	(4,654,045)	(4,654,045)			(4,654,045)	
Net Income	20,190,102	18,868,291			18,868,291	1,321,811
Ending Balance (in shares) at Sep. 30, 2023			46,466,622			
Ending Balance at Sep. 30, 2023	377,377,795	326,709,553	\$ 4,648	164,160,253	162,544,652	50,668,242
Beginning Balance (in shares) at Dec. 31, 2023			46,466,622			
Beginning Balance at Dec. 31, 2023	370,195,933	323,885,993	\$ 4,648	164,854,546	159,026,799	46,309,940
Increase (Decrease) in Stockholders' Equity [Roll Forward]						
Share-based compensation	2,313,185	2,313,185		2,313,185		
Issuance of restricted shares, net of forfeitures (in shares)			(435,469)			
Issuance of restricted shares, net of forfeitures	0	0	\$ 44	(44)		
Noncontrolling Interest, Decrease from Distributions to Noncontrolling Interest Holders	(2,333,334)					(2,333,334)
Common Stock Dividend		(14,077,437)			(14,077,437)	
Net Income	22,716,256	20,467,991			20,467,991	2,248,265
Ending Balance (in shares) at Sep. 30, 2024			46,902,091			
Ending Balance at Sep. 30, 2024	378,814,603	332,589,732	\$ 4,692	167,167,687	165,417,353	46,224,871
Beginning Balance (in shares) at Jun. 30, 2024			46,902,091			
Beginning Balance at Jun. 30, 2024	376,809,242	331,530,453	\$ 4,692	166,521,852	165,003,909	45,278,789
Increase (Decrease) in Stockholders' Equity [Roll Forward]						
Share-based compensation	645,835	645,835		645,835		
Common Stock Dividend		(4,697,596)			(4,697,596)	
Net Income	6,057,122	5,111,040			5,111,040	946,082
Ending Balance (in shares) at Sep. 30, 2024			46,902,091			
Ending Balance at Sep. 30, 2024	\$ 378,814,603	\$ 332,589,732	\$ 4,692	\$ 167,167,687	\$ 165,417,353	\$ 46,224,871

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Consolidated Statements of Cash Flows - USD (\$)	9 Months Ended Sep. 30, 2024		12 Months Ended Sep. 30, 2023	Dec. 31, 2023
Operating activities				
Net income		\$ 22,716,256	\$ 26,359,872	
Adjustments to reconcile net income to net cash provided by operations:				
Depreciation and amortization expense		22,609,231	22,546,350	
Amortization of deferred financing costs		739,522	701,275	
Amortization of prepaid rent		91,399	91,048	
Unrealized Gain (Loss) on Derivatives		1,804,388	(2,760,059)	
Income (Loss) from Equity Method Investments		(1,445,750)	(417,636)	
Earnings attributable to non-controlling interest recorded as other long term liability		420,826	1,027,798	\$ 462,150
Accounts Receivable, Credit Loss Expense (Reversal)		1,671,197	933,449	
Loss on sale of vessel		0	1,172,196	
Drydocking costs		(2,999,998)	(3,368,800)	
Share-based compensation		2,313,185	1,393,514	
Change in operating assets and liabilities:				
Accounts receivable		2,563,160	(17,676,862)	
Inventories		(10,186,517)	2,757,206	

Advance hire, prepaid expenses and other current assets	(5,637,302)	885,264	
Accounts payable, accrued expenses and other current liabilities	11,297,723	3,324,586	
Deferred revenue	450,565	(7,086,632)	
Net cash provided by operating activities	46,407,885	29,882,569	
Investing activities			
Purchase of vessels and vessel improvements	(57,530,543)	(27,217,355)	
Purchase of fixed assets and equipment	(160,231)	0	
Proceeds from sale of vessel	0	8,037,804	
Payments to Acquire Businesses, Net of Cash Acquired	0	7,200,000	
Contributions to non-consolidated subsidiaries and other investments	510,000	1,637,500	
Contributions to non-consolidated subsidiaries and other investments	(171,699)	(275,000)	
Net cash used in investing activities	(57,352,473)	(25,017,051)	
Financing activities			
Proceeds from long-term debt	64,150,000	0	
Payments of financing fees and debt issuance costs	(1,228,714)	0	
Payments of long-term debt	(28,963,663)	(12,435,039)	
Payments of finance lease obligations	(18,653,782)	(12,211,158)	
Dividends paid to non-controlling interests	(2,333,334)	(5,000,000)	
Cash dividends paid	(13,944,264)	(13,618,424)	
Cash paid for incentive compensation shares relinquished	0	(127,283)	
Payments to non-controlling interest recorded as long-term liability	(2,000,000)	(2,500,000)	(2,500,000)
Net cash provided by (used in) financing activities	5,026,243	(45,891,904)	
Net change in cash and cash equivalents	(5,918,345)	(41,026,386)	
Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents, Beginning Balance	99,037,866	128,384,606	128,384,606
Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents, Ending Balance	93,119,521	87,358,220	99,037,866
Operating Expenses	355,717,903	\$ 333,328,936	
Proceeds from finance leases	\$ 8,000,000		\$ 0

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**General Information
and Recent Events**

**9 Months Ended
Sep. 30, 2024**

[Organization,
Consolidation and
Presentation of Financial
Statements \[Abstract\]](#)

[General Information and
Recent Events](#)

GENERAL INFORMATION AND RECENT EVENTS
Organization and General

The accompanying consolidated financial statements include the accounts of Pangaea Logistics Solutions Ltd. and its consolidated subsidiaries (collectively, the “Company”, “Pangaea” “we” or “our”). The Company is engaged in the ocean transportation of drybulk cargoes worldwide through the ownership, chartering and operation of drybulk vessels. The Company is a holding company incorporated under the laws of Bermuda as an exempted company on April 29, 2014.

At September 30, 2024, the Company owns three Panamax, two Ultramax Ice Class 1C, two Ultramax and nine Supramax drybulk vessels. The Company owns two-thirds of Nordic Bulk Holding Company Ltd. (“NBHC”) which owns a fleet of six Panamax Ice Class 1A drybulk vessels. The Company owns 50% of Nordic Bulk Partners LLC. (“NBP”) which owns a fleet of four Post Panamax Ice Class 1A drybulk vessels. The Company has a 50% interest in the owner of a deck barge. Additionally, the Company owns port and terminal operations located in Fort Lauderdale, Florida, and Baltimore, Maryland. On November 6, 2024, the Company acquired the remaining 50% interest in NBP from a non-affiliate, resulting in full ownership of NBP's fleet of four Post Panamax Ice Class 1A dry bulk vessels.

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**Basis of Presentation
and Significant
Accounting Policies**

**9 Months Ended
Sep. 30, 2024**

[Organization,
Consolidation and
Presentation of
Financial Statements
\[Abstract\]](#)

[Basis of Presentation
and Significant
Accounting Policies](#)

BASIS OF PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES

The accompanying unaudited consolidated financial statements have been prepared in accordance with United States (“U.S.”) generally accepted accounting principles (“GAAP”) for interim financial information and the instructions to Form 10-Q. Accordingly, these interim financial statements do not include all of the information and note disclosures required by U.S. GAAP for complete financial statements. The accompanying financial information reflects all normal recurring adjustments that are, in the opinion of management, necessary for a fair presentation of the interim period results. These unaudited consolidated financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in our Annual Report on Form 10-K for the year ended December 31, 2023.

The preparation of consolidated financial statements in conformity with U.S. Generally Accepted Accounting Principles (“GAAP”) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates include the percentage completion of voyages in process, the establishment of the allowance for credit losses and the estimate of salvage value used in determining vessel depreciation expense. Actual results could differ from those estimates.

Concentration of credit risk

The Company’s accounts receivable balance includes outstanding receivables from two significant customers. These balances comprise 28% and 14% of accounts receivable, respectively, as of September 30, 2024.

Advance hire, prepaid expenses and other current assets

Advance hire, prepaid expenses and other current assets were comprised of the following:

	September 30, 2024	December 31, 2023
	(unaudited)	
Advance hire	\$ 1,136,530	\$ 1,777,063
Prepaid expenses	6,987,445	7,072,634
Accrued receivables	10,607,731	5,777,596
Cash margin on deposit	4,226,396	3,751,257
Derivative assets	1,626,239	3,384,137
Other current assets	4,823,921	5,845,309
	\$ 32,219,650	\$ 28,340,246

Goodwill

We conducted our annual qualitative assessment of goodwill as of June 1, 2024, which indicated that it was more likely than not that the fair value of the Company’s goodwill exceeded its carrying amount, thus no impairment was indicated. As of September 30, 2024, no events or changes in circumstances occurred that would necessitate a further impairment review.

Other non-current Assets

Other non-current assets were comprised of the following:

	September 30, 2024	December 31, 2023
	(unaudited)	
Intangible Assets, net of accumulated amortization of \$1,114,571 and \$474,038 as of September 30, 2024 and December 31, 2023, respectively	\$ 1,136,530	\$ 1,777,063
Investment in Seamar Management	479,999	706,655
Investment in Bay Stevedoring LLC	2,856,271	1,667,093
Investment in Narragansett Bulk Carriers (US) Corp	519,975	519,975
Other investments	1,114,423	919,509
	\$ 6,107,198	\$ 5,590,295

Accounts payable, accrued expenses and other current liabilities

Accounts payable, accrued expenses and other current liabilities were comprised of the following:

	September 30, 2024	December 31, 2023
	(unaudited)	
Accounts payable	\$ 11,961,040	\$ 6,277,693
Accrued expenses	13,991,724	14,038,418
Bunkers suppliers	7,672,260	4,393,533
Charter hire payable	10,838,685	8,112,701
Other accrued liabilities	3,314,298	3,013,917
	\$ 47,778,007	\$ 35,836,262

Leases

Time charter in contracts

The Company charters in vessels to supplement its owned fleet to support its voyage charter operations. The Company hires vessels under time charters with third party vessel owners, and recognizes the charter hire payments as an expense on a straight-line basis over the term of the charter. Charter hire payments are typically made in advance, and the unrecognized portion is reflected as advance hire in the accompanying consolidated balance sheets. Under the time charters, the vessel owner is responsible for the vessel operating costs such as crews, maintenance and repairs, insurance, and stores. As allowed by a practical expedient under ASC 842, *Leases* ("ASC 842"), the Company made an accounting policy election by class of underlying asset for leases with a term of 12 months or less, to forego recognizing a right-of-use asset and lease liability on its balance sheet. For the quarter ending September 30, 2024, the Company did not have any time charter in contracts with terms greater than 12 months, as such charter hire expense presented on the consolidated statements of income are lease expenses for chartered in contracts less than 12 months.

Time charter out contracts

Charter revenue is earned when the Company lets a vessel it owns or operates to a charterer for a specified period of time. Charter revenue is based on the agreed rate per day. The charterer has the power to direct the use and receives substantially all of the economic benefits from the use of the vessel. The Company determined that all time charter contracts are considered operating leases and therefore fall under the scope of ASC 842 because: (i) the vessel is an identifiable asset; (ii) the Company does not have substantive substitution rights; and (iii) the charterer has the right to control the use of the vessel during the term of the contract and derives the economic benefits from such use.

At September 30, 2024, the Company had four vessels chartered to customers under time charters that contained a lease. These four leases varied in original length from 35 days to 123 days. The lease payments due under these arrangements totaled approximately \$1,302,000 and each of the time charters were due to be completed in 35 days or less.

At September 30, 2023, the Company had two vessels chartered to customers under time charters that included a lease. These two leases varied in original length from 30 days to 32 days. The lease payments due under this arrangement totaled approximately \$247,000 and each time charter was due to be completed in 10 days or less.

The Company does not have any sales-type or direct financing leases.

Office leases

The Company has four non-cancelable office and office equipment leases. The resulting lease assets and liabilities are not material.

Ground Lease

The company entered into a 10-year ground lease agreement with the Tampa Port Authority, commencing on April 22, 2024. According to ASC 842, this lease will be accounted for as a right-of-use (ROU) asset and a lease liability on the balance sheet. The initial measurement of the ROU asset and lease liability will be based on the present value of the lease payments over the lease term.

Revenue Recognition

In a voyage charter contract, the charterer hires the vessel to transport a specific agreed-upon cargo for a single voyage, which may contain multiple load ports and discharge ports. The consideration in such a contract is determined on the basis of a freight rate per metric ton of cargo carried or occasionally on a lump sum basis. The charter party generally has a minimum amount of cargo. The charterer is liable for any short loading of cargo or "dead" freight. The voyage contract generally has standard payment terms of 95% freight paid within three days after completion of loading. The voyage charter party generally has a "demurrage" or "despatch" clause. As per this clause, the charterer reimburses the Company for any delays that exceed the agreed to laytime at the ports visited, with the amounts recorded as demurrage revenue. Conversely, the charterer is given credit if the loading/discharging activities happen within the allowed laytime which is known as despatch and results in a reduction of revenue. In a voyage charter contract, the performance obligations begin to be satisfied once the vessel begins loading the cargo. The Company determined that its voyage charter contracts consist of a single performance obligation of transporting the cargo within a specified time period. Therefore, the performance obligation is met evenly as the voyage progresses, and the revenue is recognized on a straight-line basis over the voyage days from the commencement of the loading of cargo to completion of discharge.

The voyage contracts are considered service contracts which fall under the provisions of ASC 606, *Revenue from Contracts with Customers* because the Company, as the shipowner, retains control over the operations of the vessel such as directing the routes taken or the vessel speed. The voyage contracts generally have variable consideration in the form of demurrage or despatch.

During time charter agreements, the Company is paid to provide transportation services on a per day basis for a specified period of time. Revenues from time charters are earned and recognized on a straight-line basis over the term of the charter, the charterers have substantive decision-making rights to direct how and for what purpose the vessel is used. As such, the Company has identified that time charter agreements contain a lease in accordance with ASC 842. Revenue is not earned when vessels are offshore.

In a stevedore service contract, the Company is paid to provide cargo handling services on a per unit basis for a specified quantity of cargo. The consideration in such a contract is determined on the basis of a rate per unit of cargo handled. The contract may contain minimum quantities. Revenues from stevedore service contracts are earned and recognized on a per unit basis as completed over the performance period.

Deferred Revenue

All deferred revenue recorded on the consolidated balance sheets as of December 31, 2023, was recognized during the nine months ended September 30, 2024.

Recently Issued Accounting Pronouncements Not Yet Adopted

In March 2020, the FASB issued ASU No. 2020-04, "Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting," which provides optional expedients and exceptions for applying generally accepted accounting principles ("GAAP") to contracts, hedging relationships and other transactions that reference LIBOR or another reference rate expected to be discontinued because of reference rate reform. In January 2021, the FASB issued ASU No. 2021-01, "Reference Rate Reform (Topic 848): Scope," which clarified that certain optional expedients and exceptions in Topic 848 apply to derivatives that are affected by the discounting transition due to reference rate reform. In December 2022, the FASB issued ASU No. 2022-06, "Reference Rate Reform (Topic 848): Deferral of the Sunset Date of Topic 848," which defers the sunset date of Topic 848 from December 31, 2022 to December 31, 2024, after which entities will no longer be permitted to apply the relief under Topic 848. As of September 30, 2024, the Company no longer holds any LIBOR-based contracts or financial instruments; therefore, the relief provisions under Topic 848 have no impact on our consolidated financial statements. The Company will continue to monitor any future guidance from the FASB related to reference rate reform.

In November 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2023-07, Improvements to Reportable Segment Disclosures ("ASU 2023-07"), which amends the existing segment reporting guidance (ASC Topic 280 — Segment Reporting ("ASC 280")) to improve reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses that are regularly provided to the chief operating decision maker ("CODM") and included within each reported measure of segment profit or loss, an amount for other segment items by reportable segment and a description of its composition, the title and position of the CODM and an explanation of how the CODM uses the reported measure(s) of segment profit or loss in assessing segment performance and deciding how to allocate resources. In addition, companies with a single reporting segment will have to provide all of the disclosures required by ASC 280, including the significant segment expense disclosures.

The amendments in this update are effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. The Company is currently evaluating the impact of our pending adoption of this standard on its financial statement disclosures.

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Cash and Cash
Equivalents
[Cash and Cash
Equivalents \[Abstract\]](#)
[Cash and Cash
Equivalents Disclosure](#)

9 Months Ended
Sep. 30, 2024

CASH AND CASH EQUIVALENTS

Cash and cash equivalents include short-term deposits with an original maturity of less than three months. The following table provides a reconciliation of cash and cash equivalents reported within the consolidated balance sheets that sum to the total of the same amounts shown in the consolidated statement of cash flows:

	September 30, 2024	December 31, 2023
	(unaudited)	
Money market accounts - cash equivalents	\$ 32,166,579	\$ 38,556,005
Time deposit accounts - cash equivalents	15,029,874	10,206,500
Cash ⁽¹⁾	45,923,068	50,275,361
Total cash and cash equivalents	\$ 93,119,521	\$ 99,037,866

⁽¹⁾ It consists of cash deposits at various major banks.

As of September 30, 2024 and December 31, 2023, the Company held cash and cash equivalents in the following subsidiaries:
Cash and cash equivalents

	September 30, 2024	December 31, 2023
	(unaudited)	
Pangaea ⁽¹⁾	\$ 78,562,316	\$ 81,652,679
NBHC ⁽²⁾	8,996,753	11,948,547
NBP and Deck Barge ⁽³⁾	5,560,452	5,436,640
Total cash and cash equivalents	\$ 93,119,521	\$ 99,037,866

⁽¹⁾ Held by 100% owned Pangaea consolidated subsidiaries

⁽²⁾ Held by a 67% owned Pangaea consolidated subsidiary

⁽³⁾ Held by a 50% owned Pangaea consolidated subsidiary. On November 6, 2024, the Company acquired the remaining 50% interest in NBP.

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Fixed Assets
[Property, Plant and
Equipment \[Abstract\]](#)
[Fixed Assets](#)

9 Months Ended
Sep. 30, 2024

FIXED ASSETS

At September 30, 2024, the Company owned twenty-six dry bulk vessels including ten financed under finance leases; and one barge. The carrying amounts of these vessels, including unamortized drydocking costs, are as follows:

	September 30, 2024	December 31, 2023
	(unaudited)	
m/v NORDIC ODYSSEY ⁽¹⁾	\$ 17,617,399	\$ 18,949,524
m/v NORDIC ORION ⁽¹⁾	18,549,448	19,789,942
m/v NORDIC OSHIMA ⁽¹⁾	23,374,719	22,938,264
m/v NORDIC OLYMPIC ⁽¹⁾	22,293,283	23,306,330
m/v NORDIC ODIN ⁽¹⁾	22,401,646	23,411,836
m/v NORDIC OASIS ⁽¹⁾	23,787,801	24,853,935
m/v NORDIC NULUUJAAK ^{(2) (4)}	35,019,093	36,088,312
m/v NORDIC QINNGUA ^{(2) (4)}	34,992,440	36,018,502
m/v NORDIC SANNGJUQ ^{(2) (4)}	34,620,640	35,623,004
m/v NORDIC SIKU ^{(2) (4)}	35,003,265	36,009,984
m/v BULK ENDURANCE	20,923,447	21,859,034
m/v BULK PRUDENCE	25,751,987	26,533,530
m/v BULK COURAGEOUS ⁽⁴⁾	14,799,839	15,145,246
m/v BULK CONCORD ⁽⁴⁾	18,941,934	18,965,726
m/v BULK FREEDOM	7,554,843	8,150,075
m/v BULK PRIDE	10,813,297	11,194,335
m/v BULK SPIRIT ⁽⁴⁾	12,212,972	12,970,111
m/v BULK SACHUEST	15,880,154	16,487,253
m/v BULK INDEPENDENCE	12,904,828	13,752,517
m/v BULK FRIENDSHIP ⁽⁴⁾	12,167,309	12,810,712
m/v BULK VALOR	15,900,269	16,434,083
m/v BULK PROMISE	16,454,062	16,970,026
m/v BULK BRENTON	28,529,665	—
m/v BULK PATIENCE	28,509,394	—
MISS NORA G PEARL ⁽³⁾	1,597,201	1,821,235
	510,600,935	470,083,516
Other fixed assets, net	3,980,156	4,181,655
Total fixed assets, net	\$ 514,581,091	\$ 474,265,171
Right of Use Assets		
Finance lease right of use assets:		
m/v BULK XAYMACA	\$ 10,796,853	\$ 11,623,719
m/v BULK DESTINY	17,986,271	18,770,104
Operating lease right of use assets:		
Other Right of Use Assets, net ⁽⁴⁾	351,364	—
Total right of use assets	\$ 29,134,488	\$ 30,393,823

⁽¹⁾ Vessels are owned by NBHC, a consolidated entity in which the Company has a two-third ownership interest at September 30, 2024 and December 31, 2023, respectively.

⁽²⁾ Vessels are owned by NBP, a consolidated joint venture in which the Company has a 50% ownership interest at September 30, 2024 and December 31, 2023. On November 6, 2024, the Company acquired the remaining 50% interest in NBP from a non-affiliate, resulting in full ownership of NBP's fleet of four Post Panamax Ice Class 1A dry bulk vessels.

⁽³⁾ Barge is owned by a 50% owned consolidated subsidiary.

⁽⁴⁾ Refer to Note 6, "Leases" of our Financial Statements for additional information related to the Assets under finance lease and operating lease.

Long-lived Assets Impairment Considerations

The Company evaluates the recoverability of its fixed assets and other assets in accordance with ASC 360-10-15, *Impairment or Disposal of Long-Lived Assets*, which requires impairment losses to be recorded on long-lived assets used in operations when indicators of impairment are present and the undiscounted cash flows estimated to be generated by those assets are less than their carrying amounts. If indicators of impairment are present, we perform an analysis of the anticipated undiscounted future net cash flows to be derived from the related long-lived assets. Our assessment is made at the asset group level, which represents the lowest level for which identifiable cash flows are largely independent of other groups of assets. The asset groups established by the Company are defined by vessel size and major characteristic or trade.

The Company concluded that no triggering event had occurred during the nine months ended September 30, 2024, which would require impairment testing.

The Company concluded that no triggering event had occurred during the third quarter of 2023, which would require impairment testing. However, during the first quarter of 2023, the Company determined that a triggering event had occurred related to the sale of a vessel, as its carrying value exceeded its fair value. On January 18, 2023, the Company signed a memorandum of agreement to sell the m/v Bulk Newport for \$8.9 million in net consideration after brokerage commissions. As a result, the Company recorded a loss on sale of \$1.2 million in the first quarter of 2023. The Company performed an impairment analysis on each asset group and concluded the estimated undiscounted future cash flows were higher than their carrying amounts and as such, no additional loss on impairment was recognized.

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Debt

Debt Disclosure

[Abstract]

Debt

9 Months Ended

Sep. 30, 2024

	September 30, 2024 (unaudited)	December 31, 2023	Interest Rate (%) ⁽¹⁾	Maturity Date
Bulk Nordic Odyssey (MI) Corp., Bulk Nordic Orion (MI) Corp. Senior Secured Term Loan Facility ⁽²⁾	11,062,809	12,512,080	2.95 %	December 2027
Bulk Nordic Oshima (MI) Corp., Bulk Nordic Odin (MI) Corp., Bulk Nordic Olympic (MI) Corp., Bulk Nordic Oasis (MI) Corp. Secured Term Loan Facility ^{(2) (3)}	36,200,000	39,800,000	3.38 %	June 2027
The Amended Senior Facility - Dated May 13, 2019 (formerly The Amended Senior Facility - Dated December 21, 2017)				
Bulk Nordic Six Ltd. - Tranche A	—	9,033,325		May 2024
Bulk Pride - Tranche C	—	1,900,000		May 2024
Bulk Independence - Tranche E	—	9,500,000		May 2024
\$50 Million Senior Secured Term Loan Facility - Dated May 16, 2024 ⁽⁴⁾	48,144,309	—	7.60 %	May 2029
Bulk Valor Corp. Loan and Security Agreement ⁽²⁾	9,056,964	10,087,642	3.29 %	June 2028
Bulk Promise Corp. ⁽²⁾	8,647,112	9,685,334	5.45 %	October 2027
Bulk Sachuest ⁽²⁾	7,126,618	7,733,094	6.19 %	October 2029
Bulk Prudence	15,200,000	—	7.18 %	July 2029
Total	\$ 135,437,812	\$ 100,251,475		
Less: unamortized issuance costs, net	(1,886,820)	(1,053,440)		
	\$ 133,550,992	\$ 99,198,035		
Less: current portion	(16,536,650)	(30,751,726)		
Secured long-term debt, net	\$ 117,014,342	\$ 68,446,309		

⁽¹⁾ As of September 30, 2024.

⁽²⁾ Interest rates on the loan facilities are fixed.

⁽³⁾ The borrower under this facility is NBHC. The Company has two-third's ownership interest and an independent third party has one-third ownership interest in NBHC. NBHC is consolidated in accordance with ASC 810-10 and as such, amounts pertaining to the non-controlling ownership held by the third parties in the financial position of NBHC are reported as non-controlling interest in the accompanying balance sheets.

⁽⁴⁾ This facility is secured by the vessels m/v Bulk Endurance, m/v Bulk Brenton, and Bulk Patience, and is guaranteed by the Company.

\$50 Million Senior Secured Term Loan Facility

On May 16, 2024, the Company entered into a \$50 million Senior Secured Term Loan facility with a lender, providing committed funding for vessel acquisitions. The following drawdowns have been made under this facility, each with a maturity date of May 2029:

Initial Drawdown: On May 17, 2024, Bulk Endurance (MI) Corp., as the initial borrower, drew \$17.6 million against the MV Bulk Endurance. The loan is repayable in quarterly installments of \$413,145, with a balloon payment of \$9,337,089 due at maturity in May 2029. Interest is floating at the Secured Overnight Financing Rate (SOFR) plus 2.5%.

Second Drawdown: On July 19, 2024, Bulk Brenton (MI) Corp. drew \$15.7 million to finance the MV Bulk Brenton, which was delivered on July 26, 2024. Repayment is structured in quarterly installments of \$392,545, with a final balloon payment of \$8,216,654 due in May 2029. The interest rate is SOFR plus 2.5%, consistent with the initial drawdown.

Third Drawdown: On August 14, 2024, Bulk Patience (MI) Corp. drew \$15.7 million for the MV Bulk Patience, delivered on August 20, 2024. This tranche is repayable in quarterly installments of \$372,354, with a balloon payment of \$8,972,626, also due in May 2029. The interest rate aligns with the prior tranches at SOFR plus 2.5%. Following the third drawdown, the Company canceled the remaining undrawn amount under the facility.

\$15.2 Million Senior Secured Term Loan Facility

On July 17, 2024, the Company entered into a \$15.2 million Senior Secured Term Loan facility to finance the MV Bulk Prudence, an Ultramax Bulk Carrier. The loan is structured with quarterly installments of \$347,000 and a final balloon payment of \$8,607,000 due in July 2029. Interest on the loan is based on a floating rate at SOFR plus 1.90%. Bulk Prudence Corp., a wholly-owned subsidiary of Pangaea Logistics Solutions Ltd., is the borrower, with Pangaea and affiliated entities acting as guarantors.

The future minimum annual payments under the debt agreements are as follows:

	Years ending December 31, (unaudited)
2024 (remainder of the year)	\$ 4,118,797
2025	16,576,196
2026	16,738,201
2027	46,055,191
2028	11,422,630
Thereafter	40,526,797
	\$ 135,437,812

Financial Covenants

Under the Company's respective debt agreements, the Company is required to comply with certain financial covenants, including to maintain minimum liquidity and a collateral maintenance ratio clause, which requires the aggregate fair market value of the vessels plus the net realizable value of any additional collateral provided, to remain above defined ratios and to maintain positive working capital. The Company was in compliance with all applicable financial covenants as of September 30, 2024 and December 31, 2023.

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Finance Leases

[Leases \[Abstract\]](#)
[Finance Leases](#)

LEASES
The Bulk Destiny, Bulk Xaymaca, Bulk Spirit, Bulk Friendship, Bulk Courageous, Nordic Nuluujak, Nordic Qinngua, Nordic Sanngijuk, Nordic Siku and Bulk Concord are classified as finance leases and the leases are secured by the assignment of earnings and insurances and by guarantees of the Company. Minimum lease payments under finance leases are recognized on a straight-line basis over the term of the lease and the Company will own these vessels at the end of lease term. Refer to the Company's annual report Form 10-K for the year ended December 31, 2023, filed with the Securities and Exchange Commission on March 14, 2024 for additional information on these finance leases.
Finance and operating leases consists of the following as of September 30, 2024:

	September 30, 2024	December 31, 2023	Interest Rate (%) ⁽¹⁾	Maturity Date
	(unaudited)			
Finance Leases:				
Bulk PODS Ltd.	\$ 3,380,207	\$ 4,763,020	6.71 %	December 2027
Bulk Spirit Ltd.	6,631,510	7,486,979	6.98 %	February 2027
Bulk Nordic Five Ltd. ⁽²⁾	10,700,000	11,595,861	3.97 %	April 2028
Bulk Friendship Corp. ⁽²⁾	7,950,000	8,471,002	6.75 %	September 2029
Bulk Nordic Seven LLC ⁽³⁾	27,241,202	28,482,063	7.06 %	May 2036
Bulk Nordic Eight LLC ⁽³⁾	27,232,892	28,473,392	7.06 %	June 2036
Bulk Nordic Nine LLC ⁽³⁾	27,386,548	28,591,644	7.06 %	September 2036
Bulk Nordic Ten LLC ⁽³⁾	27,511,829	28,712,632	7.06 %	November 2036
Bulk Courageous Corp. ⁽²⁾	8,100,000	9,000,000	3.93 %	April 2028
Phoenix Bulk 25 Corp. ⁽²⁾	10,886,035	12,097,410	4.67 %	February 2029
Operating Leases:				
Other ⁽⁴⁾	378,364	—	7.89 %	March 2034
Total	\$ 157,398,587	\$ 167,674,003		
Less: unamortized issuance costs, net	(2,092,825)	(2,437,102)		
	\$ 155,305,762	\$ 165,236,901		
Less: current portion	(14,238,935)	(21,970,124)		
Long-term lease liabilities, net	\$ 141,066,827	\$ 143,266,777		

- ⁽¹⁾ As of September 30, 2024 including the effect of interest rate cap if any.
⁽²⁾ Interest rates on the loan facilities are fixed.
⁽³⁾ The Company entered into an interest rate cap effective from Q2 2026 through Q4 2026, which caps the SOFR at 3.51%.
⁽⁴⁾ The company entered into a 10-year ground lease agreement with the Tampa Port Authority, commencing on April 22, 2024.

Bulk Friendship Corp. Bareboat Charter Party

In September 2024, Bulk Friendship Corp. entered into a sale and leaseback arrangement for \$8.0 million. Under ASC 606, the transaction did not qualify as a sale, as control of the vessel was not transferred to the lessor. Consequently, the lease is classified as a finance lease in accordance with ASC 842, due to the inclusion of a fixed-price purchase option, which the Company expects to exercise. The minimum lease payments consist of a fixed component of \$50,000 per month and a floating component based on one-month SOFR plus a margin of 1.9%. The Company has the option to purchase the vessel after the 18th month or at any point upon lessor default. If not exercised earlier, a final purchase option allows the Company to acquire the vessel at the end of the five-year term for \$5 million. The following table provides details of the Company's future minimum lease payments under finance and operating lease liabilities recorded on the Company's consolidated balance sheets as of September 30, 2024.

Year ending December 31,	Amount
	(unaudited)
2024 (remainder of the year)	\$ 6,580,334
2025	25,819,766
2026	24,349,214
2027	25,225,485
2028	29,867,261
Thereafter	118,335,906
Total minimum lease payments	\$ 230,177,966
Less imputed interest	72,779,379
Present value of minimum lease payments	157,398,587
Less current portion	(14,238,935)
Less issuance costs	(2,092,825)
Long-term portion	\$ 141,066,827

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Derivative
Instruments and Fair
Value Measurements

[Derivative Instruments
and Hedging Activities
Disclosure \[Abstract\]](#)
[Derivatives Instruments and
Fair Value Measurements](#)

DERIVATIVE INSTRUMENTS AND FAIR VALUE MEASUREMENTS
Forward freight agreements

The Company assesses risk associated with fluctuating future freight rates and, when appropriate, hedges identified economic risk with appropriate derivative instruments, specifically forward freight agreements (FFAs). These economic hedges do not usually qualify for hedge accounting under ASC 815 and as such, the usage of such derivatives can lead to fluctuations in the Company's reported results from operations on a period-to-period basis.

Fuel swap contracts

The Company continuously monitors the market volatility associated with bunker prices and seeks to reduce the risk of such volatility through a bunker hedging program. The Company enters into fuel swap contracts that are not designated for hedge accounting under ASC 815 and as such, the usage of such derivatives can lead to fluctuations in the Company's reported results from operations on a period-to-period basis.

Interest rate cap

The Company's objectives in using interest rate derivatives are to add stability to interest expense and to manage its exposure to interest rate movements. To accomplish these objectives, the Company primarily uses interest rate swaps and interest rate caps as part of its interest rate risk management strategy. Interest rate caps designated as cash flow hedges involve the receipt of variable amounts from a counterparty if interest rates rise above the strike rate on the contract.

The estimated fair values of the Company's forward freight agreements and fuel swap contracts are based on market prices obtained from an independent third-party valuation specialist based on published indices. Such quotes represent the estimated amounts the Company would receive or pay to terminate the contracts. The interest rate caps contracts are valued using analysis obtained from independent third party valuation specialists based on market observable inputs, representing Level 2 assets.

The following table summarizes assets and liabilities measured at fair value on a recurring basis at September 30, 2024 and December 31, 2023:

Derivative instruments	Balance Sheet Location	Asset Derivative		Balance Sheet Location	Liability Derivative	
		09/30/2024	12/31/2023		9/30/2024	12/31/2023
		(unaudited)			(unaudited)	
Margin accounts ⁽¹⁾	Other current assets	\$ 4,226,396	\$ 3,751,257	Other current liabilities	\$ —	\$ —
Forward freight agreements ⁽²⁾	Other current assets	\$ —	\$ —	Other current liabilities	\$ 121,884	\$ 1,217,820
Fuel swap contracts ⁽²⁾	Other current assets	\$ —	\$ —	Other current liabilities	\$ 1,665,659	\$ 523,233
Interest rate cap ⁽²⁾	Other current assets	\$ 1,626,239	\$ 3,384,137	Other current liabilities	\$ —	\$ —

- ⁽¹⁾ The fair value measurements were all categorized within Level 1 of the fair value hierarchy.
⁽²⁾ These fair value measurements were all categorized within Level 2 of the fair value hierarchy.

The three levels of the fair value hierarchy established by ASC 820, *Fair Value Measurements and Disclosures*, in order of priority are as follows:

- Level 1 - Quoted prices in active markets for identical assets or liabilities. Our Level 1 fair value measurements include cash, money-market accounts and restricted cash accounts.
Level 2 - Quoted prices for similar assets and liabilities in active markets or inputs that are observable.
Level 3 - Inputs that are unobservable (for example cash flow modeling inputs based on assumptions).

The following table presents the effect of our derivative financial instruments on the consolidated statements of operations for the nine months ended September 30, 2024 and 2023:

Derivative instruments	Unrealized gain (loss) on derivative instruments			
	Three Months Ended		Nine Months Ended	
	09/30/2024	9/30/2023	09/30/2024	9/30/2023
	(unaudited)		(unaudited)	
Forward freight agreements	\$ (712,929)	\$ 941,518	\$ 1,095,937	\$ (736,983)
Fuel Swap Contracts	(3,253,659)	3,430,759	(1,142,426)	2,941,250
Interest rate cap	(1,994,636)	159,635	(1,757,898)	555,792
Total (loss) gain	\$ (5,961,224)	\$ 4,531,912	\$ (1,804,388)	\$ 2,760,059

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Related Party Transactions

Related Party Transactions [Abstract]

Related Party Transactions

RELATED PARTY TRANSACTIONS
Amounts and notes payable or notes receivable to related parties consist of the following:

	December 31, 2023	Activity	September 30, 2024
			(unaudited)
Included in prepaid expenses, accounts payable, accrued expenses and other current liabilities on the consolidated balance sheets:			
Affiliated companies payable / (prepaid expenses) ⁽ⁱ⁾	\$ 1,490,060	(2,529,546)	\$ (1,039,486)
i. Seamar Management S.A. ("Seamar")			

Under the terms of a technical management agreement between the Company and Seamar Management S.A. ("Seamar"), an equity method investee, Seamar is responsible for the day-to-day operations for certain of the Company's owned vessels. During the three months ended September 30, 2024 and 2023, the company incurred technical management fees of approximately \$829,800 and \$828,000, respectively, under this arrangement. During the nine months ended September 30, 2024 and 2023, the Company incurred technical management fees of approximately \$2,359,000 and \$2,394,990, respectively, under this arrangement.

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Commitments and Contingencies

Commitments and Contingencies Disclosure [Abstract]
Commitments and Contingencies

NOTE 9 - COMMITMENTS AND CONTINGENCIES

Long-term Contracts Accounted for as Operating Leases

The Company leases office space for its Copenhagen operations. The lease expires in December 2025, at which time the lease continues on a month to month basis with a non-cancelable period of six months.

The Company leases office space for its Singapore operations. In July 2023, the Company renewed its lease for a two year period. At September 30, 2024, the remaining lease term is eleven months.

For the three months ended September 30, 2024 and 2023, the Company recognized approximately \$50,000 and \$46,000, respectively, as lease expense for office leases in General and Administrative Expenses.

For the nine months ended September 30, 2024 and 2023, the Company recognized approximately \$148,000 as lease expense for office leases in General and Administrative Expenses.

Legal Proceedings and Claims

The Company is subject to certain asserted claims arising in the ordinary course of business. The Company intends to vigorously assert its rights and defend itself in any litigation that may arise from such claims. While the ultimate outcome of these matters could affect the results of operations of any one year, and while there can be no assurance with respect thereto, management believes that after final disposition, any financial impact to the Company would not be material to its consolidated financial position, results of operations, or cash flows.

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Other Long-Term Liabilities

Other Liabilities Disclosure [Abstract]
Other Long-Term Liabilities

OTHER LONG-TERM LIABILITIES

In September 2019, the Company entered into an LLC agreement for the formation of NBP, that, at inception is owned 75% by the Company and 25% by an independent third party. NBP was established for the purpose of constructing and owning four new-build ice class post panamax vessels. The third party contributed additional funding which increased their ownership of NBP to 50% at the time of delivery of the new-build ice class post panamax vessels. The agreement contains both put and call option provisions. Accordingly, the Company may be obligated, pursuant to the put option, or entitled to, pursuant to the call option, to purchase the third party's interest in NBP beginning anytime after September 2026. The put option and call option are at fixed prices which are not significantly different from each other, starting at \$4.0 million per vessel on the fourth anniversary from completion and delivery of each vessel and declining to \$3.7 million per vessel on or after the seventh anniversary from completion and delivery of each vessel. If neither put nor call option is exercised, the Company is obligated to purchase the vessels from NBP at a fixed price. Pursuant to ASC 480, Distinguishing Liabilities from Equity, the Company has recorded the third party's interest in NBP as a Long term liabilities - Other. The Company took delivery of Nordic Nuluujaak, Nordic Qinnngua, Nordic Sanngijjuq and Nordic Siku in 2021. Earnings attributable to the third party's interest in NBP are recorded in Income attributable to Non-controlling interest recorded as long-term liability. On November 6, 2024, the Company acquired the remaining 50% interest in NBP from the third party, resulting in full ownership of NBP.

The roll-forward of Other Long-term Liabilities are as follows:

	09/30/2024	12/31/2023
	(unaudited)	(audited)
Beginning Balance	\$ 17,936,540	\$ 19,974,390
Payments to non-controlling interest recorded as long-term liability	(2,000,000)	(2,500,000)
Earnings attributable to non-controlling interest recorded as other long term liability	420,826	462,150
Ending balance	\$ 16,357,366	\$ 17,936,540

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Earnings Per Share

Earnings Per Share [Abstract]
Earnings Per Share

NET INCOME PER COMMON SHARE
The computation of basic net income per share is based on the weighted average number of common shares outstanding for the nine months ended September 30, 2024 and 2023. Diluted net income per share gives effect to restricted stock awards.

The following table summarizes the calculation of basic and diluted income per share:

	Three Months Ended		Nine Months Ended	
	September 30, 2024	September 30, 2023	September 30, 2024	September 30, 2023
	(unaudited)		(unaudited)	
Net income	\$ 5,111,040	\$ 18,868,291	\$ 20,467,991	\$ 25,187,098
Weighted Average Shares - Basic	45,279,813	44,775,438	45,257,462	44,754,620
Dilutive effect of restricted stock awards	731,589	306,230	690,086	353,419
Weighted Average Shares - Diluted	46,011,402	45,081,668	45,947,548	45,108,039
Basic net income per share	\$ 0.11	\$ 0.42	\$ 0.45	\$ 0.56
Diluted net income per share	\$ 0.11	\$ 0.42	\$ 0.45	\$ 0.56

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Subsequent Events

Subsequent Events [Abstract]
Subsequent Events

SUBSEQUENT EVENTS
On October 3, 2024, Pangaea Logistics Solutions Ltd. entered into a definitive agreement to purchase the remaining 50% equity ownership of Nordic Bulk Partners LLC from HS Nordic LLC for \$18.9 million in cash. The transaction was completed on November 6, 2024, resulting in Pangaea owning 100% of Nordic Bulk Partners. As of September 30, 2024, HS Nordic LLC's 50% interest was recorded as a \$16.4 million long-term liability. Upon completion of the transaction on November 6, 2024, this liability was extinguished, with an additional \$2.5 million payment over the recorded liability amount.

On November 8, 2024, the Company's Board of Directors declared a quarterly cash dividend of \$0.10 per common share, to be paid on December 13, 2024, to all shareholders of record as of November 29, 2024.

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Business Combinations and Asset Acquisitions
Business Combination, Asset Acquisition, and Joint Venture Formation [Abstract]

9 Months Ended
Sep. 30, 2024

9 Months Ended
Sep. 30, 2024

9 Months Ended
Sep. 30, 2024

9 Months Ended
Sep. 30, 2024

9 Months Ended
Sep. 30, 2024

9 Months Ended
Sep. 30, 2024

[Mergers, Acquisitions and Dispositions Disclosures](#)

ACQUISITIONS
On March 24, 2023, the Company signed a Members Interest Purchase Agreement for the acquisition of marine port terminal operations for a purchase price of \$7.2 million. On June 1, 2023, the Company completed the acquisition for a total purchase price of \$9.3 million including acquired net working capital. Under the terms of the agreement, Pangaea acquired all onshore assets, licenses and business operations related to the sellers terminal operation.

The following table summarizes the final allocation of the purchase price to the estimated fair values of the assets acquired and liabilities assumed:

Net working capital, excluding cash	\$	1,772,889
Property, plant and equipment		1,844,100
Goodwill		3,104,800
Other intangible assets		2,251,100
Fair value of net assets acquired, excluding cash and cash equivalents		8,972,889
Cash and cash equivalents		326,888
Fair value of net assets acquired	\$	9,299,777

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Basis of Presentation and Significant Accounting Policies (Tables)

9 Months Ended

Sep. 30, 2024

[Organization, Consolidation and Presentation of Financial Statements \[Abstract\]](#)

[Deferred Costs, Capitalized, Prepaid, and Other Assets Disclosure](#)

Advance hire, prepaid expenses and other current assets were comprised of the following:

	September 30, 2024 (unaudited)	December 31, 2023
Advance hire	\$ 3,947,918	\$ 2,509,313
Prepaid expenses	6,987,445	7,072,634
Accrued receivables	10,607,731	5,777,596
Cash margin on deposit	4,226,396	3,751,257
Derivative assets	1,626,239	3,384,137
Other current assets	4,823,921	5,845,309
	\$ 32,219,650	\$ 28,340,246

Other non-current assets were comprised of the following:

	September 30, 2024 (unaudited)	December 31, 2023
Intangible Assets, net of accumulated amortization of \$1,114,571 and \$474,038 as of September 30, 2024 and December 31, 2023, respectively	\$ 1,136,530	\$ 1,777,063
Investment in Seamar Management	479,999	706,655
Investment in Bay Stevedoring LLC	2,856,271	1,667,093
Investment in Narragansett Bulk Carriers (US) Corp	519,975	519,975
Other investments	1,114,423	919,509
	\$ 6,107,198	\$ 5,590,295

[Schedule of Accounts Payable and Accrued Liabilities](#)

Accounts payable, accrued expenses and other current liabilities were comprised of the following:

	September 30, 2024 (unaudited)	December 31, 2023
Accounts payable	\$ 11,961,040	\$ 6,277,693
Accrued expenses	13,991,724	14,038,418
Bunkers suppliers	7,672,260	4,393,533
Charter hire payable	10,838,685	8,112,701
Other accrued liabilities	3,314,298	3,013,917
	\$ 47,778,007	\$ 35,836,262

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Cash and Cash Equivalents (Tables)

9 Months Ended

Sep. 30, 2024

[Cash and Cash Equivalents \[Abstract\]](#)

[Schedule of Cash and Cash Equivalents](#)

The following table provides a reconciliation of cash and cash equivalents reported within the consolidated balance sheets that sum to the total of the same amounts shown in the consolidated statement of cash flows:

	September 30, 2024 (unaudited)	December 31, 2023
Money market accounts – cash equivalents	\$ 32,166,579	\$ 38,556,005
Time deposit accounts - cash equivalents	15,029,874	10,206,500
Cash ⁽¹⁾	45,923,068	50,275,361
Total cash and cash equivalents	\$ 93,119,521	\$ 99,037,866

⁽¹⁾ It consists of cash deposits at various major banks.

As of September 30, 2024 and December 31, 2023, the Company held cash and cash equivalents in the following subsidiaries:
Cash and cash equivalents

	September 30, 2024 (unaudited)	December 31, 2023
Pangaea ⁽¹⁾	\$ 78,562,316	\$ 81,652,679
NBHC ⁽²⁾	8,996,753	11,948,547
NBP and Deck Barge ⁽³⁾	5,560,452	5,436,640
Total cash and cash equivalents	\$ 93,119,521	\$ 99,037,866

⁽¹⁾ Held by 100% owned Pangaea consolidated subsidiaries

⁽²⁾ Held by a 67% owned Pangaea consolidated subsidiary

⁽³⁾ Held by a 50% owned Pangaea consolidated subsidiary. On November 6, 2024, the Company acquired the remaining 50% interest in NBP.

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Fixed Assets (Tables)

9 Months Ended

Sep. 30, 2024

[Property, Plant and Equipment \[Abstract\]](#)

[Property Plant and Equipment](#)

[Schedule of Significant Acquisitions](#)

The carrying amounts of these vessels, including unamortized drydocking costs, are as follows:

	September 30, 2024	December 31, 2023
	(unaudited)	
m/v NORDIC ODYSSEY ⁽¹⁾	\$ 17,617,399	\$ 18,949,524
m/v NORDIC ORION ⁽¹⁾	18,549,448	19,789,942
m/v NORDIC OSHIMA ⁽¹⁾	23,374,719	22,938,264
m/v NORDIC OLYMPIC ⁽¹⁾	22,293,283	23,306,330
m/v NORDIC ODIN ⁽¹⁾	22,401,646	23,411,836
m/v NORDIC OASIS ⁽¹⁾	23,787,801	24,853,935
m/v NORDIC NULUJAAK ^{(2) (4)}	35,019,093	36,088,312
m/v NORDIC QINNGUA ^{(2) (4)}	34,992,440	36,018,502
m/v NORDIC SANNGIJUQ ^{(2) (4)}	34,620,640	35,623,004
m/v NORDIC SIKU ^{(2) (4)}	35,003,265	36,009,984
m/v BULK ENDURANCE	20,923,447	21,859,034
m/v BULK PRUDENCE	25,751,987	26,533,530
m/v BULK COURAGEOUS ⁽⁴⁾	14,799,839	15,145,246
m/v BULK CONCORD ⁽⁴⁾	18,941,934	18,965,726
m/v BULK FREEDOM	7,554,843	8,150,075
m/v BULK PRIDE	10,813,297	11,194,335
m/v BULK SPIRIT ⁽⁴⁾	12,212,972	12,970,111
m/v BULK SACHUEST	15,880,154	16,487,253
m/v BULK INDEPENDENCE	12,904,828	13,752,517
m/v BULK FRIENDSHIP ⁽⁴⁾	12,167,309	12,810,712
m/v BULK VALOR	15,900,269	16,434,083
m/v BULK PROMISE	16,454,062	16,970,026
m/v BULK BRENTON	28,529,665	—
m/v BULK PATIENCE	28,509,394	—
MISS NORA G PEARL ⁽³⁾	1,597,201	1,821,235
	510,600,935	470,083,516
Other fixed assets, net	3,980,156	4,181,655
Total fixed assets, net	\$ 514,581,091	\$ 474,265,171
Right of Use Assets		
Finance lease right of use assets:		
m/v BULK XAYMACA	\$ 10,796,853	\$ 11,623,719
m/v BULK DESTINY	17,986,271	18,770,104
Operating lease right of use assets:		
Other Right of Use Assets, net ⁽⁴⁾	351,364	—
Total right of use assets	\$ 29,134,488	\$ 30,393,823

⁽¹⁾ Vessels are owned by NBHC, a consolidated entity in which the Company has a two-third ownership interest at September 30, 2024 and December 31, 2023, respectively.

⁽²⁾ Vessels are owned by NBP, a consolidated joint venture in which the Company has a 50% ownership interest at September 30, 2024 and December 31, 2023. On November 6, 2024, the Company acquired the remaining 50% interest in NBP from a non-affiliate, resulting in full ownership of NBP's fleet of four Post Panamax Ice Class 1A dry bulk vessels.

⁽³⁾ Barge is owned by a 50% owned consolidated subsidiary.

⁽⁴⁾ Refer to Note 6, "Leases" of our Financial Statements for additional information related to the Assets under finance lease and operating lease.

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Debt (Tables)	9 Months Ended Sep. 30, 2024			
Debt Disclosure [Abstract] Schedule of Long-term Debt Instruments	Long-term debt consists of the following:			
	September 30, 2024 (unaudited)	December 31, 2023	Interest Rate (%) ⁽¹⁾	Maturity Date
Bulk Nordic Odyssey (MI) Corp., Bulk Nordic Orion (MI) Corp. Senior Secured Term Loan Facility ⁽²⁾	11,062,809	12,512,080	2.95 %	December 2027
Bulk Nordic Oshima (MI) Corp., Bulk Nordic Odin (MI) Corp., Bulk Nordic Olympic (MI) Corp., Bulk Nordic Oasis (MI) Corp. Secured Term Loan Facility ^{(2) (3)}	36,200,000	39,800,000	3.38 %	June 2027
The Amended Senior Facility - Dated May 13, 2019 (formerly The Amended Senior Facility - Dated December 21, 2017)				
Bulk Nordic Six Ltd. - Tranche A	—	9,033,325		May 2024
Bulk Pride - Tranche C	—	1,900,000		May 2024
Bulk Independence - Tranche E	—	9,500,000		May 2024
\$50 Million Senior Secured Term Loan Facility - Dated May 16, 2024 ⁽⁴⁾	48,144,309	—	7.60 %	May 2029
Bulk Valor Corp. Loan and Security Agreement ⁽²⁾	9,056,964	10,087,642	3.29 %	June 2028
Bulk Promise Corp. ⁽²⁾	8,647,112	9,685,334	5.45 %	October 2027
Bulk Sachuest ⁽²⁾	7,126,618	7,733,094	6.19 %	October 2029
Bulk Prudence	15,200,000	—	7.18 %	July 2029
Total	\$ 135,437,812	\$ 100,251,475		
Less: unamortized issuance costs, net	(1,886,820)	(1,053,440)		
	\$ 133,550,992	\$ 99,198,035		
Less: current portion	(16,536,650)	(30,751,726)		
Secured long-term debt, net	\$ 117,014,342	\$ 68,446,309		
⁽¹⁾ As of September 30, 2024. ⁽²⁾ Interest rates on the loan facilities are fixed. ⁽³⁾ The borrower under this facility is NBHC. The Company has two-third's ownership interest and an independent third party has one-third ownership interest in NBHC. NBHC is consolidated in accordance with ASC 810-10 and as such, amounts pertaining to the non-controlling ownership held by the third parties in the financial position of NBHC are reported as non-controlling interest in the accompanying balance sheets. ⁽⁴⁾ This facility is secured by the vessels m/v Bulk Endurance, m/v Bulk Brenton, and Bulk Patience, and is guaranteed by the Company.				
Schedule of Maturities of Long-term Debt			Years ending December 31, (unaudited)	
2024 (remainder of the year)		\$	4,118,797	
2025			16,576,196	
2026			16,738,201	
2027			46,055,191	
2028			11,422,630	
Thereafter			40,526,797	
		\$	135,437,812	

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Finance Leases (Tables)	9 Months Ended Sep. 30, 2024			
Leases [Abstract] Schedule Of Finance Leases	Finance and operating leases consists of the following as of September 30, 2024:			
	September 30, 2024 (unaudited)	December 31, 2023	Interest Rate (%)	Maturity Date
Finance Leases:				
Bulk PODS Ltd.	\$ 3,380,207	\$ 4,763,020	6.71 %	December 2027
Bulk Spirit Ltd.	6,631,510	7,486,979	6.98 %	February 2027
Bulk Nordic Five Ltd. ⁽²⁾	10,700,000	11,595,861	3.97 %	April 2028
Bulk Friendship Corp. ⁽²⁾	7,950,000	8,471,002	6.75 %	September 2029
Bulk Nordic Seven LLC ⁽³⁾	27,241,202	28,482,063	7.06 %	May 2036
Bulk Nordic Eight LLC ⁽³⁾	27,232,892	28,473,392	7.06 %	June 2036
Bulk Nordic Nine LLC ⁽³⁾	27,386,548	28,591,644	7.06 %	September 2036
Bulk Nordic Ten LLC ⁽³⁾	27,511,829	28,712,632	7.06 %	November 2036
Bulk Courageous Corp. ⁽²⁾	8,100,000	9,000,000	3.93 %	April 2028
Phoenix Bulk 25 Corp. ⁽²⁾	10,886,035	12,097,410	4.67 %	February 2029
Operating Leases:				
Other ⁽⁴⁾	378,364	—	7.89 %	March 2034
Total	\$ 157,398,587	\$ 167,674,003		
Less: unamortized issuance costs, net	(2,092,825)	(2,437,102)		
	\$ 155,305,762	\$ 165,236,901		
Less: current portion	(14,238,935)	(21,970,124)		
Long-term lease liabilities, net	\$ 141,066,827	\$ 143,266,777		
⁽¹⁾ As of September 30, 2024 including the effect of interest rate cap if any. ⁽²⁾ Interest rates on the loan facilities are fixed. ⁽³⁾ The Company entered into an interest rate cap effective from Q2 2026 through Q4 2026, which caps the SOFR at 3.51%. ⁽⁴⁾ The company entered into a 10-year ground lease agreement with the Tampa Port Authority, commencing on April 22, 2024.				
Schedule of Future Minimum Lease Payments for Leases	The following table provides details of the Company's future minimum lease payments under finance and operating lease liabilities recorded on the Company's consolidated balance sheets as of September 30, 2024.			

Year ending December 31,		Amount
		(unaudited)
2024 (remainder of the year)	\$	6,580,334
2025		25,819,766
2026		24,349,214
2027		25,225,485
2028		29,867,261
Thereafter		118,335,906
Total minimum lease payments	\$	230,177,966
Less imputed interest		72,779,379
Present value of minimum lease payments		157,398,587
Less current portion		(14,238,935)
Less issuance costs		(2,092,825)
Long-term portion	\$	141,066,827

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Derivative
Instruments and Fair
Value Measurements
(Tables)

[Derivative Instruments and Hedging Activities Disclosure \[Abstract\]](#)

[Schedule of Derivative Instruments](#)

9 Months Ended

Sep. 30, 2024

The following table summarizes assets and liabilities measured at fair value on a recurring basis at September 30, 2024 and December 31, 2023:

Derivative instruments	Balance Sheet Location	Asset Derivative		Balance Sheet Location	Liability Derivative	
		09/30/2024	12/31/2023		9/30/2024	12/31/2023
		(unaudited)			(unaudited)	
Margin accounts ⁽¹⁾	Other current assets	\$ 4,226,396	\$ 3,751,257	Other current liabilities	\$ —	\$ —
Forward freight agreements ⁽²⁾	Other current assets	\$ —	\$ —	Other current liabilities	\$ 121,884	\$ 1,217,820
Fuel swap contracts ⁽²⁾	Other current assets	\$ —	\$ —	Other current liabilities	\$ 1,665,659	\$ 523,233
Interest rate cap ⁽²⁾	Other current assets	\$ 1,626,239	\$ 3,384,137	Other current liabilities	\$ —	\$ —

⁽¹⁾ The fair value measurements were all categorized within Level 1 of the fair value hierarchy.

⁽²⁾ These fair value measurements were all categorized within Level 2 of the fair value hierarchy.

The following table presents the effect of our derivative financial instruments on the consolidated statements of operations for the nine months ended September 30, 2024 and 2023:

Derivative instruments	Unrealized gain (loss) on derivative instruments			
	Three Months Ended		Nine Months Ended	
	09/30/2024	9/30/2023	09/30/2024	9/30/2023
	(unaudited)		(unaudited)	
Forward freight agreements	\$ (712,929)	\$ 941,518	\$ 1,095,937	\$ (736,983)
Fuel Swap Contracts	(3,253,659)	3,430,759	(1,142,426)	2,941,250
Interest rate cap	(1,994,636)	159,635	(1,757,898)	555,792
Total (loss) gain	\$ (5,961,224)	\$ 4,531,912	\$ (1,804,388)	\$ 2,760,059

~~XML 47 R26.htm IDEA: XBRL DOCUMENT~~

Related Party
Transactions (Tables)

[Related Party Transactions \[Abstract\]](#)

[Schedule of Related Party Transactions](#)

9 Months Ended

Sep. 30, 2024

Amounts and notes payable or notes receivable to related parties consist of the following:

	December 31, 2023	Activity	September 30, 2024
			(unaudited)
<i>Included in prepaid expenses, accounts payable, accrued expenses and other current liabilities on the consolidated balance sheets:</i>			
Affiliated companies payable / (prepaid expenses) ⁽ⁱ⁾	\$ 1,490,060	(2,529,546)	\$ (1,039,486)
i. Seamar Management S.A. ("Seamar")			

~~XML 48 R27.htm IDEA: XBRL DOCUMENT~~

Commitments and
Contingencies
(Tables)

[Commitments and Contingencies Disclosure \[Abstract\]](#)

[Schedule of Future Minimum Lease Payments for Leases](#)

9 Months Ended

Sep. 30, 2024

The following table provides details of the Company's future minimum lease payments under finance and operating lease liabilities recorded on the Company's consolidated balance sheets as of September 30, 2024.

Year ending December 31,		Amount
		(unaudited)
2024 (remainder of the year)	\$	6,580,334
2025		25,819,766
2026		24,349,214
2027		25,225,485
2028		29,867,261
Thereafter		118,335,906
Total minimum lease payments	\$	230,177,966
Less imputed interest		72,779,379
Present value of minimum lease payments		157,398,587
Less current portion		(14,238,935)
Less issuance costs		(2,092,825)
Long-term portion	\$	141,066,827

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General Information
and Recent Events
(Details)

Sep. 30, 2024
numberOfVessel

[NBHC](#)

[Property, Plant and Equipment \[Line Items\]](#)

[Ownership percentage](#) 66.67%

[NBHC | Owner of a deck barge](#)

[Property, Plant and Equipment \[Line Items\]](#)

[Ownership percentage](#) 50.00%

[NBHC | Nordic Bulk Partners LLC](#)

[Property, Plant and Equipment \[Line Items\]](#)

[Ownership percentage](#) 50.00%

[Panamax](#)

[Property, Plant and Equipment \[Line Items\]](#)

[Number of vessels](#) 3

[Ultramax Ice Class 1C](#)

[Property, Plant and Equipment \[Line Items\]](#)

[Number of vessels](#) 2

[Supramax](#)

[Property, Plant and Equipment \[Line Items\]](#)

[Number of vessels](#) 9

[Panamax Ice Class 1A](#)

[Property, Plant and Equipment \[Line Items\]](#)

[Number of vessels](#) 6

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Basis of Presentation
and Significant
Accounting Policies -
Advance Hire,
Prepaid Expenses and
Other Current Assets
(Details) - USD (\$)

Sep. 30, 2024 Dec. 31, 2023

Organization, Consolidation and Presentation of Financial Statements [Abstract]

Advance hire	\$ 3,947,918	\$ 2,509,313
Prepaid expenses	6,987,445	7,072,634
Accrued receivables	10,607,731	5,777,596
Cash margin on deposit	4,226,396	3,751,257
Derivative assets	1,626,239	3,384,137
Other current assets	4,823,921	5,845,309
Advance hire, prepaid expenses and other current assets	\$ 32,219,650	\$ 28,340,246

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Basis of Presentation
and Significant
Accounting Policies -
Schedule of Accounts
Payable and Accrued
Liabilities (Details) -
USD (\$)

Sep. 30, 2024 Dec. 31, 2023

Organization, Consolidation and Presentation of Financial Statements [Abstract]

Accounts payable	\$ 11,961,040	\$ 6,277,693
Accrued expenses	13,991,724	14,038,418
Bunkers suppliers	7,672,260	4,393,533
Accounts Payable, Other	10,838,685	8,112,701
Other accrued liabilities	3,314,298	3,013,917
Accounts payable accrued expenses and other current liabilities	\$ 47,778,007	\$ 35,836,262

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Basis of Presentation
and Significant
Accounting - Other
Non-current Assets
(Details) - USD (\$)

Sep. 30, 2024 Dec. 31, 2023

Schedule of Equity Method Investments [Line Items]

Investments and Other Noncurrent Assets	\$ 6,107,198	\$ 5,590,295
Other Intangible Assets, Net	1,136,530	1,777,063
Other investments		

Schedule of Equity Method Investments [Line Items]

Investments and Other Noncurrent Assets	1,114,423	919,509

Seamar Managements S.A.

Schedule of Equity Method Investments [Line Items]

Investments and Other Noncurrent Assets	479,999	706,655

Pangaea Logistics Solutions (US) LCC

Schedule of Equity Method Investments [Line Items]

Investments and Other Noncurrent Assets	2,856,271	1,667,093

Bay Stevedoring LLC

Schedule of Equity Method Investments [Line Items]

Investments and Other Noncurrent Assets	\$ 519,975	\$ 519,975

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Basis of Presentation
and Significant
Accounting Policies -
Additional
Information (Details)
\$ in Thousands

9 Months Ended
Sep. 30, 2024
USD (\$) Sep. 30, 2023
numberOfVessel USD (\$) lease

Property, Plant and Equipment [Line Items]

Number of vessels chartered to customers numberOfVessel	4	
Lease payments \$	\$ 1,302	\$ 247
Time charter, term to completion	35 days	10 days
Number of noncancelable office leases lease	4	
Minimum		

Property, Plant and Equipment [Line Items]

Vessel lease term	35 days

Maximum

Property, Plant and Equipment [Line Items]

Vessel lease term	123 days

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Cash and Cash
Equivalents (Details)
- USD (\$)

Sep. 30, 2024 Dec. 31, 2023 Sep. 30, 2023 Dec. 31, 2022

Cash and Cash Equivalents [Abstract]

Money Market Funds, at Carrying Value	\$ 32,166,579	\$ 38,556,005
Time Deposits, at Carrying Value	15,029,874	10,206,500
Cash	45,923,068	50,275,361
Cash and cash equivalents	93,119,521	99,037,866

Cash and Cash Equivalents [Line Items]

Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents	\$ 93,119,521	99,037,866	\$ 87,358,220	\$ 128,384,606

Pangaea

Cash and Cash Equivalents [Line Items]

Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents	81,652,679	78,562,316

NBHC

Cash and Cash Equivalents [Line Items]

Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents	11,948,547	8,996,753

NBP

Cash and Cash Equivalents [Line Items]

Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents	\$ 5,436,640	\$ 5,560,452

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Fixed Assets (Details)
- USD (\$)

9 Months Ended
Sep. 30, 2024 Sep. 30, 2023 Dec. 31, 2023

Property, Plant and Equipment [Line Items]

Vessels and vessel improvements, gross	\$ 510,600,935	\$ 470,083,516
Other fixed assets, net	3,980,156	4,181,655
Total fixed assets, net	514,581,091	474,265,171
Right of Use Assets	29,134,488	30,393,823
Proceeds from sale of vessel	0	\$ 8,037,804

Proceeds from long-term debt	64,150,000	0
mv NORDIC ODYSSEY		
Property, Plant and Equipment [Line Items]		
Vessels and vessel improvements, gross	17,617,399	18,949,524
m/v NORDIC ORION		
Property, Plant and Equipment [Line Items]		
Vessels and vessel improvements, gross	18,549,448	19,789,942
m/v NORDIC OSHIMA		
Property, Plant and Equipment [Line Items]		
Vessels and vessel improvements, gross	23,374,719	22,938,264
m/v NORDIC OLYMPIC		
Property, Plant and Equipment [Line Items]		
Vessels and vessel improvements, gross	22,293,283	23,306,330
m/v NORDIC ODIN		
Property, Plant and Equipment [Line Items]		
Vessels and vessel improvements, gross	22,401,646	23,411,836
mv Nordic Bulk Oasis		
Property, Plant and Equipment [Line Items]		
Vessels and vessel improvements, gross	23,787,801	24,853,935
Nordic Nuluujaak		
Property, Plant and Equipment [Line Items]		
Vessels and vessel improvements, gross	35,019,093	36,088,312
Nordic Qinngua		
Property, Plant and Equipment [Line Items]		
Vessels and vessel improvements, gross	34,992,440	36,018,502
NORDIC SANNGIJUQ		
Property, Plant and Equipment [Line Items]		
Vessels and vessel improvements, gross	34,620,640	35,623,004
Nordic Nukilik		
Property, Plant and Equipment [Line Items]		
Vessels and vessel improvements, gross	35,003,265	36,009,984
mv BULK ENDURANCE		
Property, Plant and Equipment [Line Items]		
Vessels and vessel improvements, gross	20,923,447	21,859,034
mv BULK COURADEOUS		
Property, Plant and Equipment [Line Items]		
Vessels and vessel improvements, gross	14,799,839	15,145,246
mv BULK Concord		
Property, Plant and Equipment [Line Items]		
Vessels and vessel improvements, gross	18,941,934	18,965,726
m/v BULK FREEDOM		
Property, Plant and Equipment [Line Items]		
Vessels and vessel improvements, gross	7,554,843	8,150,075
m/v BULK PRIDE		
Property, Plant and Equipment [Line Items]		
Vessels and vessel improvements, gross	10,813,297	11,194,335
BULK Spirit		
Property, Plant and Equipment [Line Items]		
Vessels and vessel improvements, gross	12,212,972	12,970,111
mv BULK SACHUEST		
Property, Plant and Equipment [Line Items]		
Vessels and vessel improvements, gross	15,880,154	16,487,253
Mv BULK Independence		
Property, Plant and Equipment [Line Items]		
Vessels and vessel improvements, gross	12,904,828	13,752,517
Bulk Friendship		
Property, Plant and Equipment [Line Items]		
Vessels and vessel improvements, gross	12,167,309	12,810,712
Bulk Valor		
Property, Plant and Equipment [Line Items]		
Vessels and vessel improvements, gross	15,900,269	16,434,083
mv BULK PROMISE		
Property, Plant and Equipment [Line Items]		
Vessels and vessel improvements, gross	16,454,062	16,970,026
MISS NORA G PEARL		
Property, Plant and Equipment [Line Items]		
Vessels and vessel improvements, gross	1,597,201	1,821,235
m/v BULK XAYMACA		
Property, Plant and Equipment [Line Items]		
Right of Use Assets	10,796,853	11,623,719
m/v BULK DESTINY		
Property, Plant and Equipment [Line Items]		
Right of Use Assets	17,986,271	18,770,104
mv BULK TRIDENT		
Property, Plant and Equipment [Line Items]		
Right of Use Assets	351,364	0
m/v Bulk Prudence		
Property, Plant and Equipment [Line Items]		
Vessels and vessel improvements, gross	25,751,987	26,533,530
mv BULK PANGAEA		
Property, Plant and Equipment [Line Items]		
Vessels and vessel improvements, gross	28,509,394	\$ 0
mv BULK BRENTON		
Property, Plant and Equipment [Line Items]		
Vessels and vessel improvements, gross	\$ 28,529,665	\$ 0

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Debt - Schedule of		
Debt (Details) - USD	Sep. 30, 2024 Dec. 31, 2023	
(\$)		
Debt Instrument [Line Items]		
Long-term debt, gross	\$ 135,437,812	\$ 100,251,475
Less: unamortized debt issuance and bank fees	(1,886,820)	(1,053,440)
Long-term Debt	133,550,992	99,198,035
Less: current portion	(16,536,650)	(30,751,726)
Secured long-term debt	\$ 117,014,342	68,446,309
NBHC		
Debt Instrument [Line Items]		

Ownership percentage	66.67%	
NBHC STST		
Debt Instrument [Line Items]		
Noncontrolling interest, ownership percentage	33.33%	
Bulk Nordic Six Ltd. - Tranche A		
Debt Instrument [Line Items]		
Long-term debt, gross	\$ 0	9,033,325
Bulk Pride - Tranche C		
Debt Instrument [Line Items]		
Long-term debt, gross	0	1,900,000
Bulk Independence - Tranche E		
Debt Instrument [Line Items]		
Long-term debt, gross	0	9,500,000
Bulk Valor Corp Loan Agreement		
Debt Instrument [Line Items]		
Long-term debt, gross	\$ 9,056,964	10,087,642
Interest rate, stated percentage	3.29%	
Bulk Promise Corp Loan		
Debt Instrument [Line Items]		
Long-term debt, gross	\$ 8,647,112	9,685,334
Interest rate, stated percentage	5.45%	
Bulk Sachuest Loan and Security Agreement		
Debt Instrument [Line Items]		
Long-term debt, gross	\$ 7,126,618	7,733,094
Interest rate, stated percentage	6.19%	
Bulk Prudence		
Debt Instrument [Line Items]		
Long-term debt, gross	\$ 15,200,000	0
Interest rate, stated percentage	7.18%	
\$50 Million Senior Secured Term Loan Facility - Dated May 16, 2024 (4)		
Debt Instrument [Line Items]		
Long-term debt, gross	\$ 48,144,309	0
Period one Tranche A Bulk Nordic Six Ltd. - Tranche A		
Debt Instrument [Line Items]		
Interest rate, stated percentage		
Period one Tranche A m/v BULK FREEDOM		
Debt Instrument [Line Items]		
Interest rate, stated percentage	7.60%	
Period one Tranche C Bulk Pride - Tranche C		
Debt Instrument [Line Items]		
Interest rate, stated percentage		
Period one Tranche E Bulk Independence - Tranche E		
Debt Instrument [Line Items]		
Interest rate, stated percentage		
Secured Debt Bulk Nordic Oasis Ltd. Loan Agreement		
Debt Instrument [Line Items]		
Long-term debt, gross	\$ 11,062,809	12,512,080
Interest rate, stated percentage	2.95%	
Secured Debt Bulk Nordic Oshima, Bulk Nordic Odin, Nordic Olympic, Nordic Oasis		
Debt Instrument [Line Items]		
Long-term debt, gross	\$ 36,200,000	\$ 39,800,000
Interest rate, stated percentage	3.38%	

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Debt - Future	
Minimum Annual	Sep. 30, 2024 Dec. 31, 2023
Payments (Details) -	
USD (\$)	
Long-term Debt, Fiscal Year Maturity [Abstract]	
2024 (remainder of the year)	\$ 4,118,797
Long-Term Debt, Maturity, Year One	16,576,196
Long-Term Debt, Maturity, Year Two	16,738,201
Long-Term Debt, Maturity, Year Three	46,055,191
Long-Term Debt, Maturity, Year Four	11,422,630
Thereafter	40,526,797
Long-term Debt	\$ 135,437,812 \$ 100,251,475

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Finance Leases -	
Schedule Of Finance	Sep. 30, 2024 Dec. 31, 2023 Sep. 30, 2023
Leases (Details) -	
USD (\$)	
Lessee, Lease, Description [Line Items]	
Total	\$ 157,398,587 \$ 167,674,003
Less: unamortized issuance costs, net	(2,092,825) (2,437,102)
Total less unamortized issuance costs	155,305,762 165,236,901
Less: current portion	(14,238,935) \$ (21,970,124) (21,970,124)
Long-term lease liabilities, net	\$ 141,066,827 143,266,867 143,266,777
Interest rate cap	
Lessee, Lease, Description [Line Items]	
Interest rate cap	3.51%
Bulk PODS Ltd., December 2027	
Lessee, Lease, Description [Line Items]	
Total	\$ 3,380,207 4,763,020
Interest Rate	6.71%
Bulk Trident Ltd., June 2027	
Lessee, Lease, Description [Line Items]	
Interest Rate	7.89%
Bulk Spirit Ltd., February 2027	
Lessee, Lease, Description [Line Items]	
Total	\$ 6,631,510 7,486,979
Interest Rate	6.98%
Bulk Nordic Five Ltd., April 2028	
Lessee, Lease, Description [Line Items]	
Total	\$ 10,700,000 11,595,861
Interest Rate	3.97%
Bulk Friendship Corp., September 2024	
Lessee, Lease, Description [Line Items]	
Total	\$ 7,950,000 8,471,002
Interest Rate	6.75%

Bulk Nordic Seven LLC, May 2036		
Lessee, Lease, Description [Line Items]		
Total	\$ 27,241,202	28,482,063
Interest Rate	7.06%	
Bulk Nordic Eight LLC, June 2036		
Lessee, Lease, Description [Line Items]		
Total	\$ 27,232,892	28,473,392
Interest Rate	7.06%	
Bulk Nordic Nine LLC, September 2036		
Lessee, Lease, Description [Line Items]		
Total	\$ 27,386,548	28,591,644
Interest Rate	7.06%	
Bulk Nordic Ten LLC, November 2036		
Lessee, Lease, Description [Line Items]		
Total	\$ 27,511,829	28,712,632
Interest Rate	7.06%	
Bulk Courageous Corp., April 2028		
Lessee, Lease, Description [Line Items]		
Total	\$ 8,100,000	9,000,000
Interest Rate	3.93%	
Bulk Courageous Corp., February 2029		
Lessee, Lease, Description [Line Items]		
Total	\$ 10,886,035	\$ 12,097,410
Interest Rate	4.67%	
Ground Lease., April 2034		
Lessee, Lease, Description [Line Items]		
Total	\$ 378,364	\$ 0

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Finance Leases -			
Schedule of Future			
Minimum Lease			
Payments for Leases			
(Details) - USD (\$)			
Leases [Abstract]			
2024 (remainder of the year)	\$ 6,580,334		
2025	25,819,766		
2026	24,349,214		
2027	25,225,485		
2028	29,867,261		
Thereafter	118,335,906		
Total minimum lease payments	230,177,966		
Less: unamortized issuance costs, net	(72,779,379)		
Total	157,398,587	\$ 167,674,003	
Less: current portion	(14,238,935)	\$ (21,970,124)	(21,970,124)
Less issuance costs	2,092,825	2,437,102	
Long-term portion	\$ 141,066,827	\$ 143,266,867	\$ 143,266,777

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Derivative			
Instruments and Fair			
Value Measurements			
- Schedule of			
Derivative			
Instruments (Details)			
- USD (\$)			
Derivatives, Fair Value [Line Items]			
Liability Derivative	\$ 7,672,260	\$ 4,393,533	
Margin accounts Fair Value, Inputs, Level 1			
Derivatives, Fair Value [Line Items]			
Asset Derivative	4,226,396	3,751,257	
Liability Derivative	0	0	
Forward freight agreements Fair Value, Inputs, Level 2			
Derivatives, Fair Value [Line Items]			
Asset Derivative	0		
Liability Derivative	121,884	1,217,820	
Fuel swap contracts Fair Value, Inputs, Level 2			
Derivatives, Fair Value [Line Items]			
Asset Derivative	0		
Interest rate cap Fair Value, Inputs, Level 2			
Derivatives, Fair Value [Line Items]			
Asset Derivative	1,626,239	3,384,137	
Liability Derivative	\$ 0	0	
Fuel Fair Value, Inputs, Level 2			
Derivatives, Fair Value [Line Items]			
Liability Derivative		\$ 523,233	

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Derivative Instruments and Fair Value Measurements	3 Months Ended		9 Months Ended	
- Unrealized Gain (Loss) on Derivative Instruments (Details)	Sep. 30, 2024	Sep. 30, 2023	Sep. 30, 2024	Sep. 30, 2023
- USD (\$)				
Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items]				
Unrealized (loss) gain on derivative instruments, net	\$ (5,961,224)	\$ 4,531,912	\$ (1,804,388)	\$ 2,760,059
Forward freight agreements				
Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items]				
Unrealized (loss) gain on derivative instruments, net	(712,929)	941,518	1,095,937	(736,983)
Fuel Swap Contracts				
Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items]				
Unrealized (loss) gain on derivative instruments, net	(3,253,659)	3,430,759	(1,142,426)	
Derivative gain (loss)				2,941,250
Interest rate cap				
Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items]				
Unrealized (loss) gain on derivative instruments, net	\$ (1,994,636)	\$ 159,635	\$ (1,757,898)	\$ 555,792

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Related Party	
Transactions -	
Sep. 30, 2024	

Amounts and Notes	USD (\$)
Payable to Related Parties (Details)	
Affiliated companies (trade payables) Prepaid Expenses and Other Current Assets Related Party Schedule of Related Party Payables	
Prepaid Expense	\$ (2,529,546)

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Commitments and Contingencies - Additional Information (Details) - USD (\$)	3 Months Ended Sep. 30, 2024	9 Months Ended Sep. 30, 2023

[Commitments and Contingencies \[Line Items\]](#)

Business combination, consideration transferred		\$ 9,299,777
Noncancelable period		6 months
Lease expense	\$ 46,000	\$ 46,000

[Singapore](#)

[Commitments and Contingencies \[Line Items\]](#)

Lease payable	11 months	11 months

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Other Long-Term Liabilities (Details) - USD (\$)	1 Months Ended Sep. 30, 2019	9 Months Ended Sep. 30, 2024	12 Months Ended Sep. 30, 2023	Dec. 31, 2023	Dec. 31, 2022

[Variable Interest Entity \[Line Items\]](#)

Other liabilities, noncurrent	\$ 16,357,366		\$ 17,936,540	\$ 19,974,390
Payments to non-controlling interest recorded as long-term liability	(2,000,000)	\$ (2,500,000)	(2,500,000)	
Earnings attributable to non-controlling interest recorded as other long term liability	420,826	\$ 1,027,798	462,150	
Other Liabilities, Noncurrent	\$ 16,357,366		\$ 17,936,540	

[Nordic Bulk Partners LLC.](#)

[Variable Interest Entity \[Line Items\]](#)

Ownership percentage	75.00%

[Nordic Bulk Partners LLC. | Third-Party](#)

[Variable Interest Entity \[Line Items\]](#)

Ownership percentage	25.00%

XML 65 R44.htm IDEA: XBRL DOCUMENT

Earnings Per Share (Details) - USD (\$)	3 Months Ended Sep. 30, 2024	9 Months Ended Sep. 30, 2023

[Earnings Per Share \[Abstract\]](#)

Net Income (Loss) Attributable to Parent	\$ 5,111,040	\$ 18,868,291	\$ 20,467,991	\$ 25,187,098
Basic (in shares)	45,279,813	44,775,438	45,257,462	44,754,620
Weighted Average Number of Shares Outstanding, Diluted, Adjustment	731,589	306,230	690,086	353,419
Diluted (in shares)	46,011,402	45,081,668	45,947,548	45,108,039
Basic (in dollars per share)	\$ 0.11	\$ 0.42	\$ 0.45	\$ 0.56
Diluted (in dollars per share)	\$ 0.11	\$ 0.42	\$ 0.45	\$ 0.56

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Subsequent Events (Details)	Nov. 08, 2024 \$ / shares

[Subsequent Event](#)

[Subsequent Event \[Line Items\]](#)

[Dividends Payable, Amount Per Share](#) \$ 0.10

XML 67 R46.htm IDEA: XBRL DOCUMENT

Business Combinations and Asset Acquisitions (Details) - USD (\$)	9 Months Ended Sep. 30, 2024	Dec. 31, 2023

[Business Combination, Asset Acquisition, and Joint Venture Formation \[Abstract\]](#)

Business Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Property, Plant, and Equipment	\$ 1,844,100
Goodwill	3,104,800
Other Intangible Assets, Net	\$ 3,104,800
Fair Value of Assets Acquired	\$ 2,251,100
Business Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Cash and Equivalents	8,972,889
Business combination, consideration transferred	326,888
Business Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Net	9,299,777
Finite-Lived Intangible Assets, Accumulated Amortization	1,772,889
	\$ 1,114,571

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Label	Element	Value
Affiliated Companies Netting [Member] Related Party [Member] Prepaid Expenses and Other Current Assets [Member]		
Other Liabilities, Current	us-gaap_OtherLiabilitiesCurrent	\$ (1,039,486)
Affiliated Companies Netting [Member] Related Party [Member] Accounts Payable and Accrued Liabilities [Member]		
Other Liabilities, Current	us-gaap_OtherLiabilitiesCurrent	\$ 1,490,060

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!2(!%D'04UB@0 + \$ 0 9&|C4')O<'087!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.YNJQ<&4GPZ4A!0W J=0UIR:UEA 6\#MI7E!+ P04 M " 4B&Q96C@'0NT K @ \$0
&108U!R;W!S+V-O&ULS9+! M2L0P\$(9?17)O)TG%0^CVLN))07!!1:2V=U@TX1DI-VWMXV!740?P&-
F_GSS M#4QKHC(AX7,*\$1.YS#>3|X>L3-RP(U%4-DMU*+-4 L:4#|DR7|JZE1LR MZ<'@-"L|1:>(&W:9-
IL|W&PO=&AE M:640=&AE;64Q+GAM;.:U:6W/;.:1^|Z_0>&?V;0O&-H&VM! S:7;:M)F\$!4X?
MA1%8C6QY9)&\$?|I'-A#+E@WMDDVZFSP\$+.G|SD5'Y^@X>?/N+F+HAHB4|GA@ MV2_:;UKNW+I
|@5S(D\$4\$P&:>O|.*I4Q>M5H,,X?+&A T%116F)?(+3E'S/X%/F7/Z3H=,H%N,!M8('.,:Z?
D3EJ(X53"Q,|J9S|6:1?1 MTDB @LE|E 6Z2?:CTO4(.@T|IU8SG9|L3MGXS*VG0T;1K@X_%X.++;THMP M'
3@4;N>PIWT;+^D00FTHVG09-CVVJZ1HJ-4T_3|WW?ZYMHG J-6T_3:W?= MTXZ)QJW0>
V^!4^PZZ)QJ00=,M)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* _|H9>
|R:0S>IU|.LYKE'|H MJP&G|;N;SYA<^CDGZ>3UTU"SG"|+ GQ^R-
:88C'(CN|WV6'WV3T=N(I>IP+,BUY1&)\$6?R"VZ MY!\$XM4D-,A,")V&F&I0' *D"3&6H8;XM;.:L\$>
3?;>^",C?C8CWJV^:5>A M6\$G:A/@01AKBG'/F<|%L^P>E1M'V5;SC
MFED)0816:I^JAS0^J|XR"@7QN1X^Y7IX"C>6QKQ0KH|I ?_1VC?"|_B"P#E-
M+GW/I>^Y|#VATK|>WZV22\$KYI9+2,6D\$N!LI\$DN/R+RO JQ GH9%LE"

M0AMNZ5/U2I77Y:~Y*+@16^3IKZ%T/BS/^3Q?YI3-"S-#MW)+ZK:4OK4F.\$KTF
ML@'37HJEUYY".E,%.70I@:0KX#::J=W#HXGIB1N0K3 M4H:OP_GIQ7@:XCG9I+EJF%MYIC1T?
OGP5&PH~H|EAW'B/*B(>ZAAIC/PT.' M>7M?F&>5QE T%&ULK"0L1K=@N-?Q+!3@9& MH
>#KU\$"IE)58#%:Q@,KD*)\ M3(Q%Z'#GEUQ?
XJ&2XJNF9;5NKREW&6TB4CG":9@39ZO*WF6QP54=SU5;K"^ M:CVT%4H/_EFMR)\,\$4X6"Q)
(8Y07IDJB|QE3ON>:G*YZ(G;ZEW?! M8/+|<.E'#^4IYU_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>_&!0OUMNDIMW@#'S4JUJE9"L1/TL'
M?!\^2!F_.6_0T7X|48JVFL:W&VC\$.>8!8!PRA9CC?AT6:&C/5BZPYC0I00=5 MY3_;U
UHJ@TT')\$%7C&9MC:CY\$X*/-S^|PVPPL2.X>V+OP%02P.\$% @ M%(AL64-/5|O(!0 WQX !@
!X;"|W;W)KI8OX-MYK4='E|2I5;(K^F:XBA);UIKI3;O.YW47_.8I1=B
MPQ.XL00R9@L.Y;J3:B1G01X41QUJ6:U.S.*D-;S.KTWEI%ID*@H3/I4DS>*8 MR==;'HGM3I%*(B.3+FY9K
MO<~^D_#S(*EW//IES!0ZYM6OT4"OF19D|I\$E>^|K4>KZ(TOR7 M;
(MGN|T6|_4B7@7#"6(PZ3X9R^|BC@(<)R: +H+H&'|+HW.+L)P=Q2|3<=T_)WR::%:Y0'Y*(U#H%U8
'W|9WH|1E4>F^ MJ+<4%9SOS05OK>\$6K1K*(^AT_\$|P6Q^J;P.XKCE#7GY'I.PYK|RUVD2D(S
M_=M4=X5VUZRM^~H=-,|2M."SIER^~\$5*9'|D3-3I7AH M5\$.|7HG7.PUORF4H=-L-"
(P=QN3A2F6/K.V2:'Q#S|N2|~K\$EBD93#MYIZS/
M(ZZU9%J3"0:UA"P7P+VT4+M|IV'.))DDL4++DU@N(9EV6VG=S7HF^#0T(9P M@Q)N<
K<\$U~%>AB%-\$Y8;&RCN.|4G7QP|UTR?OPPFU'WHS.'L>?YZ/'R8R;
MYW<7)FY4L2&W;54SLG4*^2COA836FL|F|A.016G% M2T_A=8, U-W^P,RAN?(8V+.*RYI6P,R%LF*?
& MC0RHP)-F2N|9*,VY#_, MGCZ#|CP7V|3(B|M-^+9F*/?PR*:@E2&R<4OS%K3LN5,IGL/\$-V<7UWP:&4'/
MX9+LRB;9N+EY"SH5J6(1^3/5EWX3*X' MPP6ZEFW\$.H<-LBN#9..N9BQ|R=T+1+0:P1Z7=
H:NK@3EMY|!|=N6/-S<MS\$.%UD@LB4U_6OQ.9MS/) &32"(DK>2*.83:.*>%-8*>PRK9E5>R<9,##C<(
M8>R?O<8+\$1GYCKJDL9'K'%;(5E:(XF9EGS%R_~*06;+BM2;PB-#\$G=VYQ@|/-M/+
I8>5Iz\$G.Q|NDU)|J0?=>)GDJ8-3+CLLL1Q3^,BS4>'M64LW(|"3'.TK@ M>|H8NM/?
G&P/;N3\$%>LXS~%R:.5RZ\$DN1W^3@56'B7|EI'..+C^CX'"1 (M"C\$CZSF,#JV,#CW)Z.QB%D7D-
DOA=FINL;A.W2O'M84K|(|W|'"1I5QSR".&A|O4XYW#Y=#*Y5#< MH.R'V(|'S\$QYOJH-
'C,%GC71DZ>1^#OYEUT|%&J7N9K>7WD>=GL#BUH#,(?/ M)L;*Z="3EH(&\$HE6+I1\$O_7|ALWI_'8BI %
%"N@9'A'\$:'5D:'XCYE/T|~MA*FVKG|P)M'URR-R|;9-VX|1FN.1#4&=RODX1Y9HHN7AZ0/<-\$XP|X1JUN=
MQ<.:.E;:>Q|&=REO&W7IT/24N|DQ.H#|SB5|W%PE^('8%! 1LPXQAP1J|U5
M|;C_"|8YV\$+4\$UZ~LYH27R|V%KN)Y=5R|;|-JRP|U>/%UN|'IN?+E\$1|":'6 MQ14,>++832U.E-
CD&Y(+H92(|U9P&7^@&XOO1"|4_T"|H|>&_4\$L#!!0 M (-!2(:%D|H#5Y|@8 &(- 8 >&PO=V|R:W-
H965T&ULK5EM;^,V\$OXKA&|QUP).S#=#1XC8QL)M@VP+;-MA<|SXS\$A,+*XNN2#N|M_?
4=RHIEBY23?/9KK1VZ,NZJNWU;.7KV=D|G+A4_FTR#PHJVL|=^R<*OK639#A7Y4VH|L_|
MZ8Y0XOWEIK+M7_3(9RK?6F74W&!"LRWK_7WWI G\$T@/'1;0;0%|f@'4#
M6\$MTCZRE=:N<6EXUYADUWA|~8,V-NUH8%/6?AKO70-W2QCCEC>FMJ8J|^5T M@=ZK2M6Y1O?
>G447Z/?|6_3=F^~O%@X>Y0\$WT|-O=0|/#23N MVHW*|?
4,%HO5S4|/EO_!|Q'XAQBY;^3LA"H|4&53WIFRV M@QTAUX#TH=+HNQIV+_.(5
5|3)N/&!=J|;|3Z&DWP/?#DB#+G)\$D)YX/81 S33)(\$ MDWALDD-LDLG8_#SO8-Y,4^KHW"7!8ZE(.4TS-L
7&A*1)(*S9TXX|/3(TCEC2H+I+~PEAMV^;M|(-;&/G5H((#)*B10)'G)#6G&.,SU M")?
TP"6=Y)OXU3U"J|I&\$LI*)-89@.D,4N2T21+91QJ=H":34+|4'Z|K7H/ M<8Y@K<1P9L'3\$|*3C&_Y7-
FA|8"7|M;J8:'Z?D*PU-X1S)- M)N'|UJZDVM07YY.TG')) MA!|I.@09,<60GE**;
1FKY6\$O:HNJ\$KU4%;E&JEJR:3D_MWJX%MY.^7<*RYY MI>1NU%>OMW,HI?-
FJR>W|G;|BFE@FD+>H/9#"U9DC*0(ShRE;U0^FTAMY' MLWA4|6FHEH3
%/'&Z0|UOQ11D'.*,QT#WRDJGE?7C 6R7S5&HH5(23K 0&1T& M.&K*H-K.1#J'|:B-G9;5'NM1/D"?
OM~L+|!"OQFE\$<)1!*~\$L"1EIVU 1R!B
MF4HF\$CY2Q=|>|^F9YM2LUZ5;^W9TWZ..VI7UDZ|S/8|6OXS"-Q|)\$T5|_|=?
MT2GY7G@IGRPV|IW)/ZL5>C&_JOMS-W7MU&NDP+^MUJ&?"-OIZQ|5::3JGS7 MO,BR|?SGZ
V^Q!@3V'T:M%/5%@H0.HD;:(<%!#R>H|HG&R?Z N)A# M_3V'-FW
N"W)>LH3;SU:)UR(N:#TO).7UR.C|NZ8(5!!(8A1JL\$0*R(|-NJ8*<|2GHR|3:|J
MC4&G:XQ/VBFX|!#6U:FH(=?R=8Z1V@%V6I'#;0ZP14|~I"6B#1K#VA09|3:%Q
MI^HGI17Z:)Y*Z|K;KCY^H<&KSY@EU!UR3 Y9 M7WJPZ=)C'WD;T84HY+"P8&F60;6)A^D2-
<4\$2D(V%N:~|F&O:>V/ZP^_K;R: M! W>)(|U_C'3D<9_3! M.&?6|>%**P#O#>#^HX%*I#OQGUD.G|66?
P%02P.\$% @ % (AL67SQ*+|V M P %PL !@ !X;"|W;W)K14W8H2"IS9"IE3C5VY%XS0/_U_8+M-F
MP(WG)=W!&O37/Y.;G=W-7X|*P\$V; M91|J98(CRZRAO"6A|YX\$7C:@"/|PQ|A0;AOX6\$?
|J+Aug70N@XL7WA,CD;_MF(R:B"WYR ITS2@G*Z&83:X |C=*2TRQ/X>LUMRC86YS|NY421-8.'BP%,@|
M./|O/_F1|~N0|?^)K+<-8;L-X2GV^|)C*~9O'.| #DHHJH|<5QZ.5B*K-|)"0 M -O3#8>A;:BY(|MM;HM|/_Z#F1?
B~|UW"0|\$1>|)~RT<3WQHUA|Z*3X%9YW
MD|+3%@D|O2>E%22/>45D|M6H|O.J52D|+RT.DSDP.RMEYATM'FWGN?Y+RR< M#>LY&+
<.OMB7H>Q3\$3W!DU;PY\$V"|?NF-"U25NS.J9Z<57TJHJ=ZVJ|>GE2| M%'F.E|D_2//I96E^~
JPG?|.*GUTA_~HM=[8!>E M>/5?U'L|6Z#;|MBK*Y M6&S;|NYLN6S66|W+FG?5G2|A+S=50%O?
+IN|6F>;?M"N6#)"Y*7Y>7B M|KS |-|>5|=MT5>ZL|UT-SO=EG|_TNJL>+!5T?? EO|VW0?+R_||%9?
MZ?;KW><;WBWW+)|M|ALFK|J@UC<7BY_H62IX-Z'|);KO^;@== "9#0H|OG55-/W_P>.E6H1K.^;MMJ-
@^\$; M|/R^)|U|&QUQ_!X| %L'.#.(6)F |I'|)=>08P#Q\$NO\$(X#>M.7@^V|XY*|L
MS2|/Z^H0J#LTL'40>N_WH|%?>=DERE5;PU|S&-=>KJJR|8AD|5Z\$URU|NR
MH&V"ZB;X4*ZKG0Y.@Z|727#RSS?GRQ8NV U.KD?R|P.YFR'GP2|5V6Z;('TW M>H..3|SC8|?
X)1BZMY8|6?N>.0FO|V|@).W 2-(-|G|?+A'#/G|UT|_>|WQ|AN^+?M#EO6|L_|
_OP4^M*M>9|U=MM87"RA/C:X?|. +RAW|0 M27|\$O.J3+|/%EGHB._*V/M?N-B?-(|Y?
Q@H^X%=J7^XI"&G-"02|N;AT+4(MDH>22AI%Q|C\$1O(HYI(*&1C4P0I%8|)3-

4>>61QN+>3+/%)EGHB._*W/M?.C/NM^H[+/Z!L*.!6\$8'QZ\$7D'FQ5(8.;*R@6%,
M5,B(F78VD,HX(B&5!C)%D(IP\$00%|+13>|5T^S5-JM;70?;O'8:KZPOP&5(M*0NI8;P-9*&0,HJD8;P-
C"7G,(.8&H#E:(1YP>S^,CT:&|ZY(ZX;D"4!; K MZZS-RUN7^9'M?IB^D,R;/0(4+&0AYX;Y-E!0%L41-8
H!B2*T#C&S8_WYL=, M|W_5-6BFK A^R'9W/X*^@9*[J2+GBH1YH?8CJZ@BBNS|-HX'E^EN)D\$-DYQ
M)N+0+|L(7Q0S3F=2@))XA&G%_ZE2PA_\$63E)H(VX)"!;MT>\$#38"0|_!Z2 M"!J%RK?
88A(909TR5!@)#;X('OG 884G7KWD^&'#0A0.=2IQ,2#05UG6=# M>D)Y8E25;2YG_P'J!XK-
R9A\$W/2#8Q(W\$78|(-9\$R2+L:F'S DE!@>DAD_ML,D/S.F'CU4#ZKX,FJS0GDB(02A6CL9PQ=E*X
MU"G@+G^M6LAH9CL(X%1I2C|S;U:<\$2B%54_\$*C:-MJ\$!#155,3%+'P:%19I
MLOGS)X%)W0ISL!NZFKWM 1
NX>Z0=BV|7/9G,PK#!G#&'&7\$0@D@**!6,"R;%2=V2|S_M%E;^?'#\$R9@);U !2KTJ4*|LB5>VU!?;<4PF
M%4K=,01# "6L-VU?AH< #9F*1L66A3 U(G/*K1"<4K>"3,K;1P37'-6FDF) M
".I8BIF1K\$0)+;FA(T4*HLLO*,D8(N49Q::S4"50I3V;" MSB;9RMPRI9-N'4%GF"R%)949&;Q"@ PZ"008IB-
(9FBDEFZ%\$. "&(NCN=;4 M3;J4N77IN\$9G;50GU=M=@VRK*V"LB|UU79UE51='U;/M9;=/5FMEPI C84D
MD>4;|!\$@YHR|X3-|@2"@K\$9-FG40Y0;X|5,HV:15F5NK3AEA^>=S5MYF.@L^ M5K?
0S>3K)KBJBOM>WP0?V|T|U\$W,NK\$%
|3TEPI2U")! "Z>_8I*9^T9NFM4EY\$@3@.0+P%N|3MYOLUJC,H=Y0;7KE2WQ
MRI;Z8CL.RZ2^F5M|O|^?|VRDC7738*,TS)^8*10FK MM*\$H;^IBJ!#6|(-?
&07.)@7.G&KR,LEA7G92Y^6."%_D" OE.P)%68|4"IT MQ"1|F71.T|_|34OP1/8 K=BM'CS0|/(<-?
8E#6;N'7@JT*^;SDZM>KH).M M8@;GKJ8SF,*ON6YPI ".A90VF8*HYRA\$!9:8QR MA@"AWR3|G=?L=-
=Y)|>J|Z).M|>.@5.-W4 MXX|4;V3|9\$J|J2^VXYA,70Q_KH9;^J,V|K|R;C'N9M_EO9\$?&0TE|
M*OI>TESK4207C;G-S18,21F7H;3&/9\$4ARHFXKERR;?A;LIER-/U0KW^%?G MI4^VO"M;ZHOM.!(AUS?
V)5Y?^*PM M J8\$9|*L%#;NE\$E%8U-58\$#!2&0RIAB0\$J;47./H:(NUNC|3Q&/70R\$WP MZI3TNB?
AE2WUQ78Q" LW6 H.R%4707UAR 3GS\$TK \$7/|+6@0G)".#1S^Y|W15W=U=/(M)Y1&5+?;\$=QV+J|'C|-
RJ!UQ;(*UOBE2WUQ79)-9J|81| M_|AU.-;>C(%.@'#S4-T*7+5U0OK:"RRO<,5CQ@QM|0)62R|F604P-E'
W M4\$|Z%/5#B|W0;K_ED 7;.><3*_BN|LB5>V5)?;6SJO;
(E7MM07VW\$4H9.N\$JUN6H#MWIZ3KF(S4.9*PP8'J4:WK357?^L
MT'750K7I7VYUMM%U|X" WU15^_2FN|#^@;+P%02P,\$% @%(AL69.S M,S%O"0 '4L !@ !X;|!W;W)KI?
6/Q|^E.K5|HRRS?9I M7F5%|H3|_ (V9D&CT\$K|DJ7/U<5SIYG*IZ+XW+QXO|U9N.V(TEVZJ1N(
M1#T|L:MTMVN0U#A^|4 79YN-XN7S+^A1.WDUF4)E;Z*W7^R;?UXL_7SC;|
M3XZ|^F/Q_\$/;34@T>)>MB5|7_.|^=K+MP-L>J+O;=LAK!|LM/C|EOW4)<*!^ MHD
|:HI<#FBP#H%IEM@(|P|4^": 05&%\$2G('0+_HB"!|2D;D&,*B=@M?;L|J|K89=ND
M3K?;7:T>5)S5E5/UL| M |!+<=,*>G4S1\$5,_%76R |16\$|2<#TG^D*2)|V/QD%5UMJFSW*B7;R0+;:
|OV|HMMU@RB'6&V098_5 !\$;(?X=Y%?*8_69;%3'STX|_Z+=J'B(M58R< X6> X6V MT'P\$^EWZD.7-
L)QWR2|)-ZGSG9IL|9@H_%=.4CMANGGC;/+H2ZE4'18|9LM
M|VUU2#;IS4+MJ55;J6+V|_JA4CW"U#;8(*)S#1@C5|H,M%W|@LT!<+Y|N
M@P'3:H0)%B.!#4*#G4.#S0R-*>%PPI07B|ZD|U\$BF#M<|I4@23BETI5T*!F: MDEP\$&MS.%"*2^@%W?
4TR B0%8=1C@68X-B4%YX'@TC|+#!L6GY>6MYIL9&G?
MYQM58%0Jv=1ZML|>.5D.;AW_:BRWE\$7Z.>DW/X/6G*.F8&88"\$FV!H3+;(\$ MBY'
H\$DSJ\$DK%EZUVS55TW9MG4VQ5|5LE727+J@0!'&ADA8P 3A6F9.E NM M(YOKWHE&
(TRC;1+8P'/R|!EH=SHJCJVZVZ|HJ|K>9EMFFKM=.UH>2J85&? MJ+;D/LWJHWK0\M(N==J;NX^@
D62L.W5T+ZE'K:'HYI,(\$BY' !H'BG0/% MPPT4*#@|TP6\$>M1G6NY/E L|H|+H;|Z\$H1@G6D9;9S_744A@
T?Y9T?Y5D>I M.GT#E.FOG2|7>>>^+|9.F#4^_-2U.77AC.@Y/YQ*
@R*_KS0|NR%Y%)JH73M5NA(H68Z\$-XZ,GMXB=W+=B8U),F*P1 M\$SSUS|-IHQ4D2J5* ""T;JD3E4-
OZ@43 \$@D5ZM!<= (%*6"G(G7,T1D+D6DI>_C_D+RVTU,#L%=" "#FU*"F+;C5#18BRT88CT3|>Q
MLA|PB_AR6' SM201'O\$8T;0\$ "64J|31: ^&P\$WTI" TU (ID?N)1+|0L!4>XS MYG)7ZEEHBO* *?,7\$QHN<<|
\$?;\$-V42"2;"L4-% "5+0U*EJ\$BA9CH0U#JJ>F MB) V;FLJ\$|F=H9|JE3P|4:?)A?;A57;R-
*L1JM48"VWHOIXP(G;&.*C20". M1H40W.5&L3-5,K2|;|;_-&BR;.(L>P./=@S2>0%*LG>;YH;!75)X|+7Z#5-
M2>+|JO@+B.XV5'('2V;/(L8DF24^&3L*MMS-1.WGOMKXE)F:Q0T4)B.C|C MA2XJ8.*%F.A#
<|1L.P0M;.#?Z+7I"8Q,M9K0|C068G^D*5"P".J9J@*OK M J+V7I/V7 ^U-#V3?L-2DJ^X.%J*BK5'1(E2T&
MM&%(I0T3M#-&<7L;+ IE MA!'2N%Y.% SM@YOMYHEF(U2S.1;T;| 47M9Y#03|+8|U Y*&H>5+KB
M3.W7@;ZWH|)+J&@O%MHP8'IZB2(??0*#O&1V|/+XN\$G0)DU ^H8G62A
R5#6_.G'\$NUCGIW'J#05*EJ\$BA9/6>%A MG/0T%;735).1CO.|T=.%#N.MYG.ELJKA-2I:'T;9;AH9|
|H0;R2| M'4E_-HA2K^\$(D| "@*3+FO9&IR/M YKM-U3>;O(L8G!EN\$^E@#./|703FT4W
M6>A(#MZF@7D6:(6*%C*31%+5E4M=?7G7J'8C5+08"VT8'SU=QF8=C9H4\$R8'
MQ3S?)URZ.A\$ "B3(|_!COLT|!"|!#MMU@ @D6H+|;2O?U,'B@L/*8SES\$@ MRF63@-
|UP&LYYK85|XX=WG&5YNU#OG4-%"!C%(<JBWCR'BA9CH0U#Y.+^ MN3|Q |W+86&>.F(|'S@DD/O?
Z(LN9..VY|*<">^B +#0!B92"\$E|G^B-0 M5+@N"UR=C@1\$N;">|_G!2!;VW!'CWY".9)BDS
H5+41%6Z.B1;AH.1.;*1Z M.HOAW5# '3"Y|C4-&BR;.(L>P.O=SS4^P%?LK;CS*3|)"N|(C^7>H*\$!2\$ M\$)?
K+*%|+.=ADH639U\$# @&JK;W1|Z;9ST+Q.PLT-?VHJC<\$"L;R\$R*9JP0 M1J6&4-
%B++1A?/3L\$9MU=&I23-1&O3K;BP*B8|VH*0I5P;4;"!*"B8|TH|!M
ML!==7OSN3_/#4?|*2M5(5.XN05>JAM/16-Y^BVFTXNZ.+0 !?2J.MBWSY|
M3!-5_#8"ZO/|HJB_O&A^7>C|BUBW?P!02P,\$% @%(AL6=|!XN;1"0 MO3(!@
!X;"|W;W)KXF|Q\$|O"EQW@P2|>RU+=.RK++F4|/3|Z6|HV9)%.G16L|.BM>4A MQ?
F)G'DXDJY?"O&C7#%6H5_K+|I01|NJVGR>3.IDQ=9Q^:G8L|Q^619B'5?P
M53Q/RHU@<5HW6F<3XCC^9:WS?#2|KH|B.EUL:TRGK.'@AV+USN6%2|W M(SPZ"CDSZM*'IA.KS?
Q.WMBU??@X|OD|:7E*|97O(B1X(M;T;W^//<|62# MVN(C+V41Y^1=&51%#_DEZ_IS&\$;QYWOP?_JH+
<=0 ^C\$W(/L&1&W@OM&|AM0M8'_1@-W MW|"ME6E3"DXJFTZ2_0GNFA.0 M-
TX0H6|%7JU*)^G+ #6TG|Q;8V+I8 +>MBZ3@|MWQ-KC\$|M|0M2Y0L0AKF% ML;.&\$W(P@?)1;|
IK^_6_8=_YA4NB1Q^2V12W|CBAV')8<6KZAH9AD\$B|FH;QS M3JYS=C8_4V<|P?U6<-

!ZN>8,,DUXW"2X/\$7QNA_5_[YP'Y!|BZ+Z|HUNO-M.]^)",7*0#,,9>BY,/4>9=|:#!0A:&4(K#+<'GL-
>06R,A,"YM62YS',0 A= M25%6QJ@5: X& /*(LJQF!C,'D!35+"A MYE*\$:10ICINL'#=4_+;,*#?
4>MW9/7!>PXXFO\$ _X7K_\$S 4??AW498?8@P M9X+08HE!QDL?::|AT"%H#@WT^W&)/=QU.TFEO'.5 %
!2T3=6K8H4?FV ZG<_&:%LD/:X+<=|\$/?Y!4^,DR9)2/PP= M%1;LPQKJ=H>IV IETZ=5+-
A8;N93!^MIWN=-8WN>SH!44QQZ*G>ZX:03JF' M7=7Y2Q C|H 1^U9(GZWB_)E:R#L@M|S8P5R'B"
)A#E8)-G!%'!M#;BW;_ MWN;GZJVO;\$>A^ 2&'B*K;".K44&=)6&_1V\$8ZHS2#<>090_1-5=GWUD0SWO
MR!/:T5.215X5XHW*-8AUK%::@J4'1!'BYR70\$|<,2>V0^=MNH.= M!4,K+B!|E!|O^-J5E+##|E62 #?
+S&C.:@:^A/D04\$?=A!@LP! COA9A+@&B MI-18@?1=AULXM<&+^ (D\$5MFU>N%Z@RR
M>S%4I0Y.B1U.YX=-J@#;RK?&4\$\$.5.DYGJ_ F'H/=.'!'WZ=JH+ /JC3'7P2
M.WS^;BGIG"PP\$ITD7=|U@E#+Q09+\$H4AA%F5.NWC':f1YW\$7EMMMF3OS!:\$QWYN^6;|1E&
(Z!0|AF'I MA4&#H4KY|D\$.%:\$#76(OCCZ((F\$!+9M2R.E!|= %KG2J1&4O"AP:AHV9@^!|^&
MNMZ1*+&3Z\$AVE:A;O.XWH*ANVT)5N!|>85D&#|83(GGX.#QE'@|MX|VJ|H=S5)L!9DO M|9V6\$|Z?
B3_W^IRSM_FY>NM+V+\$QM;-Q/U_)NO.XKCNG;&%,U52'7-_%GB'V M&"S5Q60?VU#?CQXQL%=?VX15
|MA*BW9/L)("1 ORVV|YWZS5\$GULNL8\$Q(& M:@UN9K#4%+D\$UM(:^D)K#U2Y!USP82F8>13V
*JKAM,,7&IYU|UW)8O3<5\$;ED>MJA;.9V=3'H4M4PK>/:CO'<|2\$SA:%U'D1%@6DKT26"A MQWJW,U
H/W(Y>:H-2T)F9&2|^X>MYAV7_DK&-3IYUL>EQF^|'U8|!&=8.:ZZ. MGY#?*)51@R&8|<+
(QQLV|/R(<^C=QIFNONM;*M'? :HTD8-0?9&%D%V=O M|6!<0Y'5BW!
(7;7!+)T.2A'M2*T?;A#Y>B8T|4SIPPC5TT=X+|S_@HIPCH1
M!/:O<9\$BJ0<|+>X8||ET|H+LXDZG;*A68!(%E|!|7E'P^,%\$&U"U!2N
M!+W+M*|/QZ6NG4O/T|HGIX21V?2B&(<>42MO1DL0|A AH2H,<;4IRIX7YJC MYUKM@-
H|!%KQ_8,2!:'3:D X7X !&H7JE/^_J00P5GNNR#ZTH:NF U/W!)CV M=FH|
#6+X&F>A<;D83_07|W/&DZK9L;)T7!/R:>Z_=V^/MN|@ MW-9O'BC'|_#G6?,F1== -|V+MUA
9(!,RY:0I2,I@%&)YEV)YDM5;JW!Q9% M517K^N.*Q2D3T@!^7Q9%=?@B3|]^L3+|U!+P04_"
4B&Q9HF=1;2\$ \$M !C"0 &'AL+W=O')3.F:6C3D-3:&2) M-|I%& T&'!*<<1E,QUZVT=.Q*JW@\$C<:3)GG3-
/4.AJ\$@R#5K#E:6:=OR. M"Y:B#NV78J|T%'8H"<|1&JXD:#Q.@MGP9#YR^E|A*!*/H&%E>J1MWN\$@F
MP<10H&Q=0B_ FYQ@4(X(*+QK<\$_.I?;V%SBW|F8Z=8|LS@0HF_>&*S2? Q M@ 0/K!1VJZIS;.
(Y=GBQ\$|_0M7H#@*(2V-5WA@3@YS+^I_=-7GX&8.H.8@| M|H19_F9638=:U6!:=M|J\$YAY|J-
Z:R"IBK*SFMYRLK/3/U&B9@ (N9%U@GRF9 MP!9CE!;6M_1KQJ\$E5|X@C!O8>0T;00#
|'2Z5M)F!|4PP>6H? \$L6.9|3RG\$>O M NZPZ;/1H ?1(|H@G?
4Q7WD|8Y>P+02*9A7QJP#Q9*&B5X|A#_1J.AT&N! M.L
9ETS&G#*U(R'F+BWP|VQOK*;&^N>Y#-4\$1L|3<,-V8@H6XR0HG"|HB|'T M|9OAA|I*^&-
NO!&KZ'_>EG_!W:Y7FYG*[A8GUUM+V?7%U=KF*T_PW:Y6*ZO M8?F5?G?P.+?
>:|OF.D;:PUCE!9/W7*80=WG'! Y=BLU#BKF,19D@V;:T=\$*J MQX;)E"&#E4JYL3PVL%.B=|X-
K&S2|WXYZ3YQ8OOD818/31H M|S)AP,A6 MYA7CC*UI|S@K!42?W,0.1WV86;
9IK+N":H=Y#KK+1\$*QKCH M\$%UY&=UR|+Y2|\$50>N@\$%S\$I"V8;#!??
O7(A2^!6V)5%+7DUYMI5I7ZW&=>) M#VFM=;)CF#N;|R8;K;KOJ'?|>GZ^"-Y#E?
\$XJR\$8'(1;G61O^%U+^S'1V4|0 M.1|JCV##173E196JT7M>O.BYP.U&VR4L;_@/W;5|2XLY!
FD;T|66@V>T MY>(-VGTZ1:ICDG#75DRIO_ D%=?#OA@\$1NN*AKEK1-"Q;Z?R;.9TULO&FV=M,(\$!;-
*TY3VO&<"K4IVEG9/ MXJ0MIHNFIN8#3\$(2VMP>0=KQ^_5S%P D9)|EN;FS6!7U^7+LS,3|U0FS; H50Z;.
(HJDS5|K;9GHR43.BE+^V+
M1J|9629U/GC|FIY|K=Z^+IHZU;GZ6@G39)FL'L|56CR|&80#|!^!;WO1DL|B)1&|FD|77Q|!=E|S/%^>(B-?
2O>+!C1P,1-Z8N,OLR2)#I MG/^7WZT>?N:%R+X0D=R|\$\$GY3M;R|>Nj>! 5CH;9| -ME=X&X72.1EG7%?
RJ MX;WZ|;DTVHAB(|Y6RJB|EJRK!/%KOF?^\$SQ12?_I.Q#;RQXYV<^C9R=BD|E'W0N|UC+5\$SA
MH0)7K8WXG|6MJ2MPMO|H|\$68)8 S EZ:4L7HS*&MZEX-WO|Y3^%L|J9 M|4W|B;|S?|_:^H?
++5:7Z|!%EP_BZ_7H?NKF|7-Y9 MK*YNO.KBXLNW|YO+JX_BZY=/EQ>7H?
B9J<@4N,B*V7^B\$(TN6P27:M\$Q-X@ M|&7C=6|;W>_DO1*W2N4"U9%?*L;IG*.K\$ABM(+;JG?B6TW1D,R-
>#+X-UV! MB=BJ7%4R31_Q:57B\$-GJHJPT+%>F|;:'U>HKO&0"//7JM)91QZ=,U0ZY=:P
M(YV#3S2\$0T;4A4! \$>'H|&|#TG>5P!+I8X|CC3HP9V>/22'RHH8Q<=HDH*LT
M19/R(OV%89@2B39Q6I@&3 X8^ENC42FWCPC(W+7 ?M O4=ZI@^*\$EAT^@BNU65&
(>\$>&.V"WNZ5|:Y> (=H=5T_6@C@IS!|^_*^7|7 M"SK^_<+.)H|
JIASZ&KTZ<;YF.^=#1.WFGA#*USBC84"22 \$H;2B0^VPV MX#6TW8I4@9&7X<\$5C!>676F6MHJ5-
?:3M4ZM|TZBHHK'WN'5T'E.,2Y.3L> MDZU2|RIOK#3J.S E U^2AAR^28D A#OSV;:5C\$NG/\$=&!FC?
V^5BTMKV_OB M\$1Z2!"/0HP" L=2U 64:U6W+KXSM&IO>X MY+U,&X@8PVZ; "B
H^2X@WM84*7P""P.E\$12V3TCC-4A3L%'@B.091H.&TE M-E61P7J%Z;C"\$;K;K/CNBQCI?
8%XPVZ6#A_91P:(X|!%2M_#E@'L94H MM/H#HS0U;-"0.V.,U:&AT*8COZ97ZG* X6=#N7/\$/+A4;3XE?
053GXE;WPJ M1("|+A712P1Q2:ZQQA#B>+4;|924W).T.XW01Y&K.WZ#RQ0(%@(QL^/'^H M#X
|Y\$.XD|1YQJ9 UP_%O3P@Y%.8\$2|2|T)!&_B'&PG;R#9;B SU\$P'2V# M<3A&?M\$73":1%L/\$%LJ1J5|
(P4CH+9:|LQZ&8|O/Y)|@N M9^)"FAW@2+5%U\$2/+ L#;C|HF@6C&'_)A/PR":SD'V"J9".S@-A,\$.1D7C
M)8P;+R9!;)Z++X=4-0D6\$>PFPI47DVDP'BUQ?U\$0A#(*HLE, M?"R*Y\$%#EOL'(4@|J1WU"Y@N&=-
_@W|TW8IBC(O-K7N5W>2O3:X\$;WH2B(>= MCG?@S GX)|Y(^B;?8#!60\$J3_4=^!@^SXD&T
R*F9&CEUKYOWP|ONKH|?2 ME(8P4&5544IG5\$-:0Q,+32|K2N2&E?W,H\$7' 'O_%|!#0\$1L!_6#C!;M8FEW%
M389QB;%5Q*1N|L'0@L|*@QA6F^J\$ _M%@27_|Y5B/^|.) (5&J+ #DW6I_*F"4#^WSV|_1(&83@)HO.0
O:7R7P2C;+ MHW!!HYX(T@<;|J8=3P+IN,1?<;@&H'|"K>/%M?
0(.695B"N&TG\$ _J_VPV|2?"D\$4U34#G2Q@SI3B< M!2'@0KA\$G)D"*D 4+J>.GAA1RD<&8FE|Y1EH|/*!?
WN" _P# |HF\$5@V#Y2P, M1L1:2("\$| ^:M|44/ KR6X
*P1DFL%\$P#F|R_0Q.8IBQ3.@|A@N/E&'QG+"YV\$KA-Q;CNE@8X7L LL|54+, H43 ?
A=9@3D|=90#"PKH1&&D< MC%"8< X"0WZ8SQ?:(1?Q@ "NX*W1+!*?E\$2A;W2F\$ "IH=:F5#V;+@5P PA;
MF(90&45|8H=&+ "L>F_GY1IUM+*|&WG/\$PL4F! M?0-L(IUB.8V)|BS7|Q57
LC#/&GE&8=/S&:GAB_U8PEXC6P^DXFB,IA3=^#9 M7Y-|06\$S"%8@A3:NC\$;C,^XM7L\$6;|U2L\$>@'1VC?

A3HJAMK\$,70:1%I:U=S MO*XI83+"55?_N#%L+UK.8)'60)H\$Z8 R/L/LV'RL54Y+LP\$P;QBL+J\$X:'<-
M;*I"ZKDR3(^Y%);J+Y".HB>R0:'8J-OUT?B,4D"IR[OAC8)X.3H)ME67\$BRF\$-
ISR&N1BTALC"#U4I^,AA#I+W" MVA;>U6@BH,|H/<7F%.B[G9=*(O)S7A^HC.AO&1,|80RP^:4=
7I7T:43M|HDTI",4E!>=|2|;:F(3@SU.H+0 MPTIE/36E5(4Z?P9*!VY7%F775H1GT@M6V88IGJH5C! N;.!"
"#0^MC=UI MKQL)*D9ZC8P*WH6BIY&OKEUB)QF@2HB\$ "M=/0-NV\$B86-M6=MY
@_BTS'XE:E:H..9>LJGL2.XHWWT=85EXX*XJ0|VVDU+2NVMD|(-BT> MV)BQF
;0A2QY@S.U'GM.#.-1\$|N|(&DL0::7XH4^Z<*,)DR&-6";&TTYD*+H
M%0RT(|WLA3*MWWOEN.^Z;K@EAA%I7I%|;
(>=Y*D):!R:@+9'1AH*3YUL)"7=0R13*LBj^40|"*70(Q5X\$!&7\$71P)NK%ZW40|2/9P-1#B
MUO=F6&@GGX7HPXH=/U4L=B3^5;WZ=N*>6G'.G|3JR&MU'/V<4C%\$6IT>4VD\$
MK*^GT%Y88SUY1(A:\$^/-T=C#I86-R<M=1^(-%+|O%|^1>-FHV/EE-(C M? *P&U+AB.DPI; O^
UB_P1^YLE|=G->D/I/>QW^;6.-A|!M'WTAX77Q%OKMJZAV8 MNWX,<%(81KH,%!|F9***/+M*!2
T@);P3(=LS.M0N^!6.5*#Y|JSDMFG&B^N MOWPIZ1.>8ARI)IE...&O<ETC*IRH"!7/I:3Y="!E I#,P-
E2 ^D<"9G4:>*OAC4/994WCTRO!%AA4F7TU^|6JB-B<%)1%8 ME&%+;MA'NEUI*U9_!6?U \$)G#?
92U.#NP92RCG<#K|X;1NR"84J/IOW1Y S MNVTJ8YW2X9W36
(XIVCS"/<#NZ01?!=^)|LRV|45VMWMMML\$|L1M+ #CSD*P#JD2 M+AFH(Z:4J)?@LXH>|;9-
^86Z\$KNNO :ABPK|B'TO AY^(-.5MJK?< M4@!0PEXU9S<#SPP1>#SNZ (\$C3+>:TDMK;L?
X|@'FADM2Z:H-|R)=(!R6\$B" M1@=/O>6=4KNU|VG4'6#=-.)K|G!)0\X 8U |&OG;:/ MM5=(N
8*4R9-6@GE+0*&O%/(&'LOE\$HE1Q33Q:|I1:23X/E)\$N+F*-|I@^@=;&
<1@L25K&|U/GT|RFM9%A1|)EL'6A'Q78U^YL ME|VJO|_1%6REWVOX_8S"FCDI8&B>5I4)B
E.M%(I)N_H:)|JRD|-OBL>2|3< MU0,"1=E496%ZB-2X+DNI0|T@/URO/C2UZ'- \$3-X3N*(WH%,-
I9/MLO*,W?O M-DA^N77QW M*> "=VB@ZP7.V7:5X+|^=%#N.<&A;EV_4VP/P0Z<=F&MV)&
|TP#);.9L9Y1O MR|PZ<@<^#QX+T'1I3+-I:7(X7-L?2?H*G/_. (66MDH(NOX ??I85V!DF&K'7 M?5BMS|'6/
'Z&|PRI%|/1Y-V%LOUZ@&3#|B&HU^K0CP7MP4);#GQ61Q|E)| MD+'FT^'V M-IN@1#6C@|
UXAM=3KMVUDL!>P+&YQ|8_3\$,7;+H;7='!_ V M4\$(@WR|+;D+_.6W0Y= _7+!*G2X0.Y5L^?
I%RKD'\$E7W((TP6L:=&T"5W_&G MR_OUX)(*(|N?
Z(8PNW0T02S*TS9=.L'+>*2)9&XWEQ\$5S*"EK_*O,'I9&"V M|FCAJ>C|(|8=8U-QCUS_#6O.F@:JXJ"^B>,
Z|Y&PEPGI_OZ&|OF>O3_ %1 M|NZ'=&(-1ZKF8M8V7(YKQ@WXC|5B&VMWYXS:U?
=9""7&31/X""H2M'3=-C3?N MMHWF=-.H-|D+13WK|;BO74%Z<;YFNZ(MN'4@>FV+<2/."ZS)'?K@2AY|H-
D M;U_ |5|+ _N/? B?UKN/3L:|Z(RPS5Z7O\$%ER)P:|5EFJ(=YU;M)VYW|QN3M>V
MD?|28COPWZ\$@8QZRM1=97,GE%?@"N1);.%J,""/"Z)5?W(-|9^D+'F6)0#6 MO
L|TGOENQ1)S""|1<|M3VX_*ERY7 MTYTIB)*"836PYP1URLUB|H|Q?PH+=|\$1TU@^V%.CN^-M>#?
=+NMZ6)>Q|8%0K*GT|14+;|7\$') &L"%&3HFD.TGLEK@5K=NC:-M*:%W7 M+44X08C3(>="L|CM|^M
P?6N(|2/>-BW:GLA70;,G^EF5IA#4<|T5|*BE@Z M;0A<#9|N8R?=MF?
H1BLG|YUPJECG>QWW2OEQKG?YIJTH=5|;Q+2*(#X4| M;NEK;X?
7&+|KTIZ^RZ0H6W_2G?:D/<0_@.4|51WZNY&SSA+9;K:TAJ|T9W= MO.;')/ _|=|K?
C/C=KA_\$=;GZDWA^<%&WAU-)Q|!UR;NB|U4=(?'|T6=5UD M|'&G)*0L' " _XJB=EJP?_7:&_#U|+ P04_"
4B&Q9.C2HR?X# Y M'0 &'AL+W=OSIE4*>.Z,I
M|6^G_8J+FI0,G)S|VHRDHT18WW"G1355QM9EC*|= @+O-W\$9|LC)WH348K MOLO'-
%|6|XJD7H>2BPIK+60-"A=C;Q|EEJ4%(AK?MIA>MZ4UW|_OT'UOI,O*O4R|90LQ8J?-J")|D;0H-
UW6._8_V/;+5<0MWW&;A M4<'7)U#Y#,(_3^@A=UOD8+_ |97^'/Z5P;117RUR&W6|3X,*H|-1=ZQ3,<
M>W0L_*IG|";OWP6I_\$(Y|CC'|H#A+Y2NBLE+I1>(CSOZ!.'VY@>G<%;G#| M^Y?;K|/?KN|>'Z#;+L,#W-
M/UO\$G9Y BZD;|,*@JJOZ5U(+6UL)8*Y|*+&\$7- M2ZI0TRAA-B 74*+68 I:-
H5"A,I5R3D|%(@+65);%/42#)^7""LEGT6.&CB= M^\$S6F2@%|=|>7@+
(WN2DBH@SFCHBP&R&0M9;ER+F=G_2UYDE3P?%L3&V#X&1 M3M=(0Z1I"RMH7B'P2C86F;Q=UW
(4AOZ47LR';4%N:(O@,J6%N;HNMJ%*|RV M,X&;B>"TJ7F3"P(ZL|<&-Q0R|41-F&=9N_ /|=X,P"#Z^=O8\$HI
%:Z2|@+TX35\$D#_')!|X;_9Z%/6+|?YOXT;C X8<,P8GXZ M@ (26^PF+T@
>79#>3L()#" ,6!\$.6A(\$5ALR/^FR0|@|SUKCP"4V:NX|U|4/9 M>.9*R\$93&/Z6MM'63U0B4Z=
|(*"6P*N@,I>D2UFM>+V| LO|"-MM2E|*4#S M+7)|-) "2^/8Y^,GTWO-ZR9&|*)Q G|*5ABP*4A(&
4N3D*64R+O9S26|UL|V|8-I>AR_J|B\$X5*U)IZTO, _?^XH%J+^I6,'+E+L>Y_35NF%!
M;QM45H'6%U*;G6-WZ%Y+DW|_4\$L#!|0 (-|2C%F+Q'V5@PD_&(5_9 M>&PO=VIR;W-
H965T_|Z_5Y+8)%@9ZIVJWSH>.?W|M=@?GFPB%Z3?|9BEW1NF9DR6V> M?Z6;2?RV8Q_@D8BH)
DA_MV)H4@2\$@08WQJ9G8-*8FQ?|Z6_TL;#EMNP\$,|
M^9>,R|W;CM|AL5B%55+|HT'T=CCDKPH3PK|E^UJ6@<;HZHH|1AQGTJL_I_M>-_XH<7@&T|P6
V#I7'7BC3*45B&YV2|B-B@*419G01(2Z7DO:K@O:F|K">Z_7>59N2G8.(M%2,S? Y(#'/L/MY)Z5N!";+O;_
CBS#;MY1IY|_ _6|NPGY;T4TE>5#YS-DC K69C%/RMDEOD M5;L/L@>6| #K*
M'7SR|+J0|RO6#^RV2KZR.P\$(2<%D%B55+|,U*T7&5C(+LP@L%<*N|K> \$W(6\$-L+|
|/0&X=D2X^3*X&FM;RN=UW>-|F&7OP;YY1V+O?QR<-_36QQ*|'YY=N; MS_"X;1O'H"?3/:5CF-
QS(*)T3)/|MG=\$.5A,%GL\$?;/_?<-D"+|OVD#AMDFG MR|OE|N-@|
(F|M%ZOE|XK9KO<@&5&8#/:XX;O<|L|_O#WR73Z?CEX9'!X\$_"2 M8V@&KG0ZDU\$;
C@XX"9+C<=EUN.UZ;>#&@&Z)J7D@6|HI4L/>JP6-MZ;OY>#RZOF)H|K|AE.SGYNNP8V^VT8Y&8V9:7#?
A.U|GR&^9N_@&UI\$B|ED M/KFI=2)O|!OT+;_&=PTS1;E8/AA.5|<\$';?QTL7V#SN("LLUWZDFTQ'XQE<
MJ1U\$@@P@M)#DR"#7XJ|9;|LO_27R?+9'8'JH'R.@2Q_0^TW&.;K|@|OK;D/ M#-
!#+1Z9(#AVVVKKZ|FBI% ^!|)8GD679(W1|N#%?#R|025:2#(KX|Y2XM=? M?_
C_6TO4X&92AYDR,4!|=PS8;#^:7|*4-|@;P|TH\$F0_-L>" MJUV8X0\$PU8M#,'QDB>FQ;
|00:GW4IT/=ISG+L\$2ALK1W/>9PTT=UNBZ|R"1TX<+O*|5F
MF.QL%F+LA_=L@(@0?)D@%9@Y^6\$2ZNDXO: +%@LGCTZZ-SXF/G%M5M(6.)|T97
M9^%IDA"W6HXM79=IB*%>QAKB3Y08; MXQ"3U7AMXL?E;22P?R2+;5|
>DC7J"!J'F3M\$KH|('T1|XD|TE!#KJMD2J< M%;_@XL7|!|@83FD!;P!HWD=&

[#19.F<4R"LMD^5H"R%AEHJ1.HW.2/#8BD)D@X/ TSDBG5#QMLETU6 M?PL77(-
KH2AE@!\$ _8?)0R/T*C/M21G*K@1Q!7U6Z(5#_,%E18T=2;+_I\$JPS MH\$!# 'WR*DJ_ JF!>%A@;:-
:1@+;AM:/5&QM?/6C5?MKE M51+ORZ.=*26E9;^OX&JQJFW*E0PG-
Q;SZ>_B^ (#PHQ.PMLB5U(AIC^G;T-X.OG>JQI M#;,@?#5Y03 0JX)7,A2@;EC.BJ3,5NRU.HCK? M7_A=
!\$PR2:CKHT?INFPW;.:NR#^W*O^*)QA049ZFLJ# /5\CN 4WP>C8>(SMT
MQ%!W2FJ,>W>+M66^63P3C.GJ;9D.CIJ'D=.D_&1(AT;-<^E4TH42K7YYJ
M2ZU:WV\$K8!LL&PO=VJR;W-H965TBDGI^_9Y+ M2K+42=+V0V(I>_%_GGGMXJ;_I3_76R\$;^UH65?
URLC5F=SJ;U=E6E+R>JIVH M\&M=;D;O5F5N^TX+D5*HM9Z/OIK.2RFIR?V6?QJ?
F9:DPA*_%>LJHI2ZIW MEZ)0#R\GP:1\I\$%NMH8>S.I/=GPC;H7YN'NO<3?KM>2R%%4M5<6T6+^<7_2G
MES&MMPL^2??0#ZX91;)2ZC/=O.Y?3GQR2\0B.Z2\X^=>7(FB(\$5PXTNK<I\$;
M). 'A=?:?IOL;.:6%:1%E>J^+?,S2;E9#%AN5CSIC ?U;?HHTG(7V9*FKJGSVX MM>%\PK*F-
JILA>%!*2OWRI^V. P\$%OX3 F\$K\$%J_ G2'KY34W /O.JP>F:36T MT84-U4K#.5E14FZ-QEL).7-
^+5;F;&:@B>YG62MUZ.3")Z26*VJS+9FKZI< MY&Y&3SHW0@I-RI#9Q7>BMV4I;
I'0C^,GI\$7I6%%5E_ T3%CL6M99H>I&";? MBU5M-"CPOI>=";KBQW5169S6.YZ)EQ/POA;Z7DS.?
LE2/T GO\$TICV-GI/^ M9_*^ (7\HZI4=7FO A=@H8(-U.HE=K43*V9V0JV5@5*3E;4P9XC2A700<8
MLVN1M4\|^R1BKROH\$K5A'I@I.C78W84^+.WW#1.FCVIMD^;BC>Y-"(9I=-
M\9G\H70N_8NW\>UV+.CMZ^/V972NZDW?J^H\ IOX5\$EE<9/AO3DI(ZB>*X
MO6YX)@NR=Q3"@>B8\8'GIZ&W)!1%E+5BR(VK.0A?I'Q(IX&6S'LS';R57ID;DT^Q M_ DIS*B_-I+=?
%F\$0_L&6GA\%7A0FU@%+(BOI7LM<#"2N>HG_6\9QCB5>P\|=-M.5IE0\%7_U)MX(O\$MS(HB>?9\I
(ZC2EO)\3&+%UX0QUX\$-G7&YM/41PY: M2TOGXB=>P(+KE7-JIP9)/47&RT\$H#8V00_F2;UE&K;
3B_F7AJ'R'Q4'3*I_MZ+!2I:Q%JYB\$%U@HX(@A)ITD7A1%+-D&A.YWV5&C;EIRI-M0R5*DI_4R_-M%KB:
(S/^,F;I-%B_)9>=X<:!'20\#P\!(Z\$18O_G3*8"/LL2+H\FW@'^>X M@UB8\%X\3I@;4=>G#.V@5-
K(OX&TK.N&DX%.H0=YK.)<11XBT7J+4*?>@E0 MBKPXQC5ICKPD\WEDC00EUZP7(I>G6+K
G='6FGQH\$<)JB@-"%Z&\$S^#\$/ MT^> \6H%SKS;././3\ NF.RDRY@/K6YIYV83OE/UNCRT0?
#36(A)65\;D%_M46'M6";OF&-O6\$P> MS<I9I_ D\6T6JI"YK1)TU&&%F_3^"#-EEW<7K%%X)\\$OK-
=8VS+MAY#PII* M>IQ;.(1#I\+I"4ZGJ\%J-QK9#CP\>;\$61I\7>KCIX3?)A^L:5K LP;F=MJJ7-.#)C726
M2>".O%MU;.&\$9(JBL.B2BI7O+1V?&HGMH&_PD)+8J2K/8N/JBR,@NX@>0>VFX9 RXJ"Y3??T
M)UO9NVK4Q;RA+B9L^)!1/9(%;S>7W-/?!VT1S5A"AM.=V6MW+G' #A*4TA/@;
M)*8GV&1:9(#PET;Z+-6.Q_V@P7+-'W(DO@8C\U\$*0E085K\$I/%(+A/H9IT3
M93=F\$";I^UT\D4EPABX<=TJ/^TAF7>0C\UVK>IMN"C;)5TU>G\5QP97@3H M_CUD?-
*U8*O/WTC587JVT B *M6;+IHT\MEBQOP&IS \$-6/O\30T%"A6ETDYG& MT?
LYC*;EYL(IQN1(2C2"R;.:!>)+=(C=.\L208\GUP@T_Z8>=V(3>JLK2&S M.NZ3*NIO(V OF@W;
<@Q;T1#;KFE\ULJOB&HAUXSPK*U\$?;F&UUIAVN?H*S MT3STHB1^EK;+;XE5*:6.%\7Z\$3QY(3?
H# #UP.TW\J?6O)B;X9ZRF\ZQ'+; M#N9Q\R(>05PH(=;E.W6A+;#Y56\;_5=2/1-;&JA#G^N';LJF?I(I;.*?
IPC M/U%W?I&FPO\6 "RDG\UKZZXUE+H<7;:5(Y% ^IE<8_BD6=!N\I\63N\JE6VF
M^VEQT)B&0Q+3ZE=I?;?V)S1,Y\A\5C5V M**\WY-
I7FVXX(I@YJ4&KG2WT34\$*GV&D6530D'5T.SB8'H'I++G<=X=\$MR8""UNH\1\^Q_!
M=0V+=F\G<2'!VQW;.%L)LWMN7X/89JA8YP;%MY;.:>%0T(R3S%(W2?4KW M\P@-SP_<
0*3KYD>!\^XPC.U7&(\$HYBDT+OD866>QI"8J;M(I_G_YM^1KM2 MJP+7".MC'W#+_I^IR=0\83^U?
8O"N%)LA(D020%\6EJ'HJ)\.SY6 LS#J3 MR&F5%4W>SIV\$C%W;L:204)E3*3E"9T_UZ\FUAM'
M&;Z\VOQBZH+5G\&0>*UXTHDM#-RA;\$ML&^"L 8R' MCVV7TS\GRW\$Y_- MI7?)35PBIR@6EV?
&5I"A^"!C'6TML\$;PW5C;M;1)T\I\7&=1&\$/SO6TVV*Q MA58>1GM4^,I\JLGX^<3%QH&AD?
G'EZ48Y_!9H-ODJ70&_OEE^&^:1Z6NR_#;IG>H'^%A4%U#U)_DPG3\FNKNSJ9\HPKI0QJK27
M6X&Q4\;"O%"K9;H;M\ \CI_/U/+ P04 " 4B&Q94XD.VFD(#/\$@ M&0 'AL+W=O;./MQG>Y6AO:F)P<M-
7PE9L+WEQKK'8\IE(6L1-U*53;MEL>CT^#I64SW\85_2G'?ICTSTF2NU"TM
M/BV.1SX))I1&\$+@^+D3YZ(I"0AB_@Q1SN61+C_O\$6_M+I#ESE0Q;DJ_R47 M9GTRD9L(9;!\UW=?
^;Z\69\$EZARM;^9?;?N;H#+1=<:5?7\$D"*2M?OE#IT= MJ@@R_P6"L"<(K=R.D97R@AM^R MYG4AV)6
:NW1Q "33B9%3W_FZ;_7Z/V6=5FW;*J4(LAO03R+(3*P*=I;^ M"C@3S9A%OL="XQ?
P8MV"D86+WH!SRG&_GLZ;XU&#/SO.1T=1/P\;7%^I;A MA3@>(?!;H>_ \$Z.377X+\$ _"*@/%.P\@U\/_#
Z_2/R_=U++6A=8)IQ+5A1\K;52RFP M;-FRMT;IW\$849OVXQ/U6%)W&Y?G&GA#QJD;9.\$PMF>"ZEO7*\$Q
KT4R\VR9J^IDTWE&H=&I\A^%"L>;VRI'K9VNJ_?Y^Y M+M8LB%WB6DY\I9!4>B&)K%W_Z"/I\896';-
M)A 7=!V-Z_5J;- "H1&T9N>X MI2K14.@ "MWNH&Z97I">
IY_9^UE=I@GQ@+POI#LW@AV\60'P2'4;3TAEW8 MW;IF'901BT.VS-2W+J"OOULV)59C-
D;%GE1YGNAG^ (YIM(D\OS09\DX#<C; M1_I@G>IGGZ_-O_2"30.2I5Z<)5Z>YJ#;_U!>BKE&^&IV*/O-
EB4A9\$_3'>I4C4-(O7SJ_#(O3@_A23^ M%/2/%@5&I\B)NY\$S;ZNSME!=;C"U OC_%8(60B4+/3\)&+IV\$^
_IF3%ESR MH/I(V3.@CT(ORQU\J\BL;?>X?D^@G@"Z7<'GT\$^TWCC.BG>>E<;REW\?B M".F7E!
IXV<_MHG;".N-ZK40M M'OO_-VCASLS*.)4P8\!QQ@>B(OTGZ)"9RI\G67\I08_(I.T>P@/F11FGE1
M\$C;J3T'X 5IDN?4\$92U4B-F;DC4-RR8PG0Y;)91=)ZB5I#+\$CH+;_1'I4 MJ'IVB'I.YL.A4)J>JS&%^E
4L)SX?20GN.HA06@"""/O\$T.9*U;MWMIRZ8EA*I>EK5%. M". C^OPD@1Q6C3CR0JS2-+7I??
I"S4"A*DIID.FQH^*YRB>F1KLIME=!4#PK>_M;+EDMG&0DS\MG\9\A6.EXC5;J*7S+;-
I7P0E*(KYN\PB\+4LU')0_G.\$HN?UC1Y\RXA=4U MM2NK_6E-IG8QR1=E@BQ;?O=I0?3V3E+?
%C/MFG<;IE\5C(;\N583_03N5R M0\W&_?'H\$3W);(SL?4MRI9K=XX1H+I;XG7=^@2-
Y0>T_S3BA|=1"HHWWMX\ M@&EA_ I089.\$FGB/H=)IEE_D.O9##.O.K'E8Z/8=>EQ4#008_0--TR'B"
M4@UIN_V8_2E\$/#0(M9;_Q/(0A6S%V\$9-I?R.U+?F/5XVOE3=#V5O^FZ"\LQJ M>ENP'L)5)
(@M5X^WZ07+ #E18OG-W;00W4<4>&I<2:M4;I?C@E\MW_#&I-/2>G5KD07-FJ44
MVNN=5#XU+>;TH;0#TU*0%CI\ZJ8="#>8I.IT@T5TJVBIGXW;Z&+4W@P'(A#FB MOM\J3BY09A;"
<%D^G7_Q%2X\5#00>G\$XZ3XS@^U763O^ZH7SU9+18.JY0*% M"S.W+RVYXB?2%)B_-
IG=E"-JLW1L\UYT)6?-@PGWNMG>Q\9*B\$7ME/M*>1NN;=I;ICM\K\6G+J/%
(_7W;>>SS;-6^BX!*F/T7+\$M/MXA9&-?3Q5P9 MHRK\N\8<.&+JIN.EI-

P'6j)M7B11):FXV5]_SY"2+3>V@=V|+P<4 M#4V1|_+,S#,.CG: ^4?C%+
(2S|D6>%N>@LK2W/NEV3+\$7.S8Dj18\$G=:>|;C-N2PZE^=N|ZN^/%>5S60AOFIFJCSG^NU*9&IUT0DI
MS<:C7"PM;70OSTN^%\$-AG|JO&K^Z:RFIS\$5AI"j8%O.+SB0|N^K3>??@68j5-M.:T9>3)3ZH5^W*
<7G1X9)#*16)+|>=57(LL(T\$PXWLML|_621?;ZT;ZG?_=MOLRX\$=GLN1/6%R-GM%3DK;
|CEE^=;K9BFTY|&"^>JNPWC9\$%|_MF5j-IQ+W|_6-T/*5\$S+LOC!65P#<&L;+E-
UQJ=DSSRK'|_@WE1;NV7G70B_=
M|B:UCBNO(JC8P>5&&7AMT6j4BW|W=A|HKHJ#^Z*CHH<"K*\$Q:W A:UHOX! M>?\$.A-
C)B_||"+^)="&+!9M0|D@KA6\$WTB29(CS8OR8S'\$=F_7L7*EYI?|=2 MJK8S4_)\$7'103D;H5|&Y_/67<-
C|="E_MJE_B'I+9?;WPGL026|7;BY?;Q_MGGR|?|YE|U^FWQZ?'FZ_?)NRR9<;=C>Y?
V3/D|/M^SA=C)|>KSUSU!/?ZY3 M-
M>NB!A?;.%M8M^6@EVKO.3%&^/&"/K'M#00|SLEDEN1HF3LDDLVS*K\$57\$;T MYI6E|_#3R-
\$XYUP.V6@I005Ej56jZ'+E(HRC.H4^_9<0)Q)5j%PF7H3WKJ|
MFE|GB|P@&S!3B@0"\$IYE;VR^WZ6CN|N).3XAUXS8**OM2!4KE&65j9R<|_@C
MYTZ>/P\$>2U15.#&GU*E M'ZWZZ%=\$E|*G@jRN7|_C2KBPj51DXG*M"6j6-LP-|X@6-Z55E MT)-
)^_8NZK.J>\$&"\$WB0|R,\$" ^&'_BK1+AY+A-D"TI-FE5M4"X6WD+;MR
M1|07FND(31H3;#|_LDB/0R#L*8"J_7|3.T/ GV-V3S|+X&H+NLHW(M6H>;_4NS%0M\$(.)%^&-43Z!
MFH3VR8^;0.BE;_6-5VH;AO3ORK4#K\$JG3C|Y+;LHEL^=@;";<70LMjQDE@|HIB3XA\$VH+Y7R@|B
M7.JR(MON-K"VLV6EjBSU00!^*_.N2N|P%PIC-"_V@;8CN"-WMMUWF*9UV2!G MLC>4WD->OW.=|??=O
-4S:@YNVR115E1MUjH34H_BU=\$)G(=MC%|KC(D(3VU_MjH(?V^4?5.#NF MD)GT!TV"4^V\$"T-F6LGA^
6:5UB3-\$0L=P11G13X#""S:C MG)-X W3|;NAVXS.V(7VL;_5|E@UMM#9O=09E=L4S7j|/3-
T|SF>5>+AZXV|< MZSJm8=2-0UK&^P|O/'M4%;Q*)7+E>&O|P#5Z2/_UZ/?A;?L=>;\$904 !K/'| MP/I!%
V#>#S\$;@Y;|V\$0#4Y_.MQ&^_SI19|J.T.#\$|'T5|_|^4;FN4H_GF*V;\$&.O
M%_|3|GNEUX+WH2F+)*M2X5IL0).F>/M8;^2Z6LDGRC(80T;Y;MPV|/%ECOMMT
M.M3(7&9<|^(|HZ1Y'9(XP3'ZB-8@D:M4 M9'XFS3QA M5"93UU618;..!HG93*%D.9TNT/;H-/2|@/I=Nj|/^
;P5&B!|D=EL4"|9\$?(M17-JG>_IL%)*H;V|PGVA51N|>Q|):V>T;SBW9O|>L;|LO|_CD|/#*!A'XV.L MQ_TP&
(0CQV2)|2 8@|WH1#P;Qj/XV+/OE-CW>L.^X.E!3*QY#;|K ZU31Z!' M81#VHZ?
#4DR5/2IS_1V\$6H8C;?|8!CC9#@88S'P|T|_(/WQB.X|/H/@=|QA MRK; (=XVWPQXG8>@0Pj/^L>MN
_3P<1AY&;->'T0|C;<#GM!#|;M^M31;7W. MRH5>N(IVQ@^V_LO6>G?|77#B/X=MCON/BKX7&Y#?'%=
|Z>#B9@|Z'|_||J M=!'_9L|E;OE\$B|70M;|!)K%'C|@Q2LOY9>_A=02P;.% @_%(AL66G4 M"37? P R0@
|D |X;""JW;W)K&ULO59M;^_V M#XKA.JP2_?|{A)+VF3_|+L +KK4AZ&X9A'Q2;B863)9|D+|V_'R6YN79(
MN|V7?8E%B7STD|3)S'9*?S45HH7'6D@SRIKFI;D.46%-3-JU:"DDXW2-;_D MZFUB&HVL|;\$:U2+
(T/4UjQF6TF/Fl.IV8j=8*+0%;@VGKFNGH|0JUFt>#Z&EC MR; >5=1O)8M;P+;|0?FGN-\$G):7D-4K#E02-
FWF4#|XN1D|?'_S<&6>>K<%Y MLE;JJQ-NRGF4.D(HL+_.@='G 2|1"=\$+_YUF-'A2F?X?/V\$ _I/WG7Q9;X.7
M2OS.2UO-HTD\$)6Y8*^Q2|7|&SI^QPRN4/_X7=D%W2,I%;ZRj.V-B4';9ONRQ MB|_S@TGZBD'6&62>=
|C(L|QBEBUF6NU_VU"G0@/7H+_095?WM_|^GD%>;U::0TP68)4%@TT;_6 D'I;D-C@?S!|UE%4N#5\$"_|
MIP4OXL:""VH"M\$#9*4;.%SN3V#*|*KUZA.A/'T\$+N;I&3.Y1AVYUU;89>*UE; M\$G)%-J&|+1+PD1J201-
311>|<|?4|^@60^MX;Q31T51+6j.T M(#A;<|Sj9>H*CJICK@0003MK)I@L\$'Q)F3/(-QM2|T>%JALF^;/0)-
#|D)ZT3 MZ/\$3>_#>#1_X_0TA5X6C|_I|Z=NOW>(\$Z'TW@T(8GW*0";FB'<;DDML'8\$ M5_V|_#|TH'\$0G|
(6*27N>%G5M7'P9+8M*|H|QZ@4'2|;5&%9KM#O\$X-VE9|WW
MH7CMM@_O)EF6GH=C+PS.3RB<\$O;Z_)4HZV42|_#&HL4Z0Z)NU=A&I=Z%P|;
M\$O|_DNT_6061/D#C0|_08^ZT0&UI5#R|DHZP>YG0>QM-W|3#D;YG>_B M?
9YZ;H<8*PQ;PZ|D8_;SC%LG1\$)_.OAC jMW3 |_&) M_2?OG;QLF;&I*G_GN2U&T7T\$.6|9OK0?5?TS-
GX&CB|3I?%_H0ZQ@S2";_&L M\$@V8% @NPR|_|_DX jPG7P&D#2#UNL_&7N43LVP|U*H&
|_*S0V|58|F<5RZ M0UE935|YX>QXjH3@EK)L#3"9PU1)R^4.9<;1#&+6|C_&OH'|@=^A6Z|H_@ M@L+
3;:8_Q;?D|167WK2|YA>)5QAU85>TH\$T2?M7^JMWY|GZ_T?Q_#358J ML|<(?TPVQFJZ-
|>RD+8|'jY\$U=(#Z9B&8XBjA2#^@VC|???W=XE/UZQT&|M MJ*^Q@63Y1/_E^OYL-L.9W/50"LY.|&
MHA9^/Y<8_Y;L4WMI;0?j#L_0%2HF1;#STBE8F!=(.6+BLDCE&%);;<|0_#Y M|3A.3%/790Kj
A)4X%#2=#WN2*UR9;U.PAY|F\$=02<)9|HT+&;9(CXHOU3H^|_7YOA05TX*Q2|_V*HH
MF%F/N=2KHU;GM9VX\$HNEHXGX^+|D"W|_W1_EI<&ON\$;)1<&5%5j|X?;CUDGG M8-
RC_7|_#GX*O;&;_%.E.ZUOZF.1'K80(<"K5FYIX4SE/_^UCY%8S2|=LANGKP)>|(-W22"-\$E|K^!UZVB|'j_I
M>K0/<)G83;L64X_'TRL|Y@F?SS7.0|N/<|_IV= UNRC!^U|&Q8;NYXZ_C|_MF|X@^?0*|5Y-
N_<;^H|FZ56PYZE>W'PYNX+IQ?EO>S=G5U|A.CD93Z;3F|G9 M-
4P48|X<+V9((DTZHPB0#YSJHF1j#5PY;G@.0CD-3;.%T>@IL83C'H^L VX;?
M'=H'G4_|A_/O)6\$P%P%\$;)@A/"T)"WJE\$&O8?P>S|8X;JG)(PS0Z\$5A@V)=R M>Z
M_|X;F|6"8DQ91PRR:P%-3H0S\$|>W#'+?85VX8;1&VX)UAGQ*QRZ)7EN;"H
MF(1YI7)"7RU%Mj1XL7U;W(*DA/\$A&|L4Y48;0|W|R3N2AE@|H(&TDG;)_6W%*"0Z(|2;(\$:_&4#?
PDF*6C_ =VW ?T1RN9TO4*"CPH/_O MENH;Z|U2W7BU9GPAE
IY7'NOV!QW|_1L_|@|/|%;Z\$C3#H""S|4|4BP;_FHW M^;(5|H|U8L5!B+C*D+=>0B_D<>5")&UT_9|A3TSF-
\$O/A_)R|+;73K|O2^F% M13(A*X!2X5A4!K|_;
#_K<5K;&G9Z+|FjZ#Q|F)PL3S)W#G6NWyGj;QHC#T&|_V15DDW4L|HF ?OD_
M^BZC^2!&M|CLCZ%CR*+T;BRRNPP@Y+M?>HD8;\$ M\$/<|O_}6#&UQH7&9ND>7;6@_6#-HHE?V
)1W\$UB(@^=-.YV;-B%#Y5B%39W MGG^\$#_5H7/>A.9;|S1X"YUA-.H.HGXOH8|1-
|KVHNXH@4NVIEYL26/UDOK# MAS1'DH3^?1Q?SM^L3C^ER??P|P->2OER;1?Cj
WB"-OV\$'GF\$.GN(=A|U M^|_H.OCLA0|<"RAN/%D+;A;^86ZQ_53*A==K/5N_4_"D_ =A>_CA|)69!=UG
MDL_1&D/^RTPX3\$>|PN_0.8+SQ|3QOA\$G^_<\$;_<'VNM=M^D(/Z%)'QOU!+ M P04_"
4B&Q9P;Q%NGT# B" &0 _AL+W=OHU|_8>CF<;SG L|_4KUH ^<&_A;5XV>>@=CVAO?U46!
MUTR/9;L_+*3jF8&MVKOZU9Q5CjGNO)#2E_9j+Q9A.G6ZO91';F\$@U?*'|= M73/UWX)7|CCU N^DN!?
|@|f\$*?S9IV9YON/F|720<^6>44M2|T4(VH/ANZLV# MFT5L|9W!|X(?|1.9;"1_*1_LYGTY|_@EQ"M>&(Q
<'GDM|RJ+!#2^?_|Y_M6L>G|@G|+Q<|QK)EFM_*ZLHS6'j91Z4?>ZRMS+XSL^Q)-8O\$)6VOW"L; >- MJ

=%IXVL.V=D4(NF7JG7X1Z>.&00.82#0^AXJP/O?WD<^95'@BM0BO.FYX.X*
(\$@AI&%_IBYI1@XO>G60I'F^U49A.M37RY%&1/%U^&LWURHUM6\F'C;"Y>N3>|-=?@I3^>85L?"8;7T-
_94:N8EQF.MN%I^A/>KVP\W2U@O\|P&%NP\KV+R;WR_AXX%#(>NV,|PUB|S96A<%-#@71(.?
M.+3(1|O+\$|HU0@EH:=#SZ&H?|^R1*VQE:+IZB|:(@IXU6CD_#3@5M&%-B?;\$!M#A3GC,%RJ/L"XK:--ON
_XU0"@CQ6B\$;P556>/NDALCQV.*+L=JGP8B5.#MDRP*.X^=5#P.S)5ZI&+=RN85TID,WOS^35C|MY
PD)@H#0F*((<M9"1+,Q+F6Y"2N)T3/)@^V;9F-|@T^G=,Z'=&|Z|/T|"W<)<4+"<4ZR((X.M)N-
Q0N(H<|HDC(BATR8Q24/|PNS?M<<+TT&_|GE'^^@EI?@#G_=\$_8=Z_GG=,M|46CH>(|=*6C<>*!ZE^D?
F-DZUZ!K33XICCO@(|X5|8O^&D-*>-/>#|MV#V.M'5!+P04-"4B&Q9*U2S690#"Y!P&0'AL+W=O^5'<-
V@.Z+K8|HC|V1_=:L9^R#JQ|/-5*NWE4>=&^<)XG+
M*ZR%BTV#FG8VQM;"T|26B6LLBB(XU2K)T00DJ874T6(6UN|L8F9:KZ3&.PNN
MK6MA|TM49C>/OM%AX;L*|+R6+6B|)7Z.^;TNS9\$ I9(W.2:/!XF8>78S/MEU.V#P9?)>
|V=B4\$O= <53?P|O'\$|3-QRRWB\$+O+N#_LLKX<5B9LT.+%L3&@^"U.!-MY*3FH*R|I5U)?
GZQ:M<.'U04JZW|'6SQ;L;R9Y#|'L(+ (W|L|@H|&^/X&X7ZZN
M_|R_OOT"UU_INX)/&C|EWJS1P|2|U1'<"5T%*"!C2NF|S|VLC&JY4AS<^"(&M.APM%B"U-R
XTZ667\$(@2HM8,T7::5J;5U06X"ND*N4^('4)Q^F/0#JDWX/9M::2ND@V8#=#P.6|@N/'*M."6Z;
|'|X<+Q'F6E|R/|J3GZEN_/+JB6X=Z<#YPLYK1/E&@L2.Q)/|W\$**/+M7|BV|B7%6BJZJQC&|KIE;
1'>S_H_55=;Z2|ADGG(U/K+;5U!R*\$;457X&@M-E@4DF&\$@L|L/A|8-&(?
0DK(MH|E3_T95=2FU3|F?|H8G#XS0+@DXD+OZ2:6M1MB"V5|)
O*&HEQ@K@1GE('#EBX7K=J'<\$(AM|)'>R/TGB<0D/(<=LU\$7.5
M.8TXU=9(+&4(|Q7FW?C(\$Y2Y7JS"NC"D|LPNMD|V|^/:LL|/+.7ZM9).7
M|L1&6X9'@_.+Q'>==5@=WJ6+KAT_FW>/VD=A2TD5I7!#KFG|ZW\$MGLHNHDW
M36C.:^JU8=A16|K6C:@_8TQ_C#A_X;7>O\$O4\$|L#!|0(|2(:%GD>M;^MSP,*@(<9>&PO=V|R.W-
H965T=9V|YQTW=R|-%|==^|/=2;/%*D2I)O4E_0!.*V.N+1PT.IM)M%A??599*XK;|2N)Z|4-
/*UMA2>)K:7>(J_MBR(|3J5*TG|/'F%U.%|&FPK.Y^:VBNI<67|U64|H_.5*K.?18.H.WR4N|*S.M(9E/|'#-?
J|F5IEAQ0HU(1#2^MIC1(20|A|WZ.^"=M*R\$0ZOC?I3YKZ8M1>.)IXBLE^2M>A7#7KZ
_0)W!CM"P>_ZASS|_T3_M8GJ@FW9TK|*3@&NL>C#LQY#VT|)\$O.%!_C#@#?^'/_BU|ADY+V1VL-
GU+ZV.M"\$U3<&?|M=@X;ZF_CZ6H8;Z#@|/G.7KA(9SB(Z5|M/4;SGW|G/=-.2%O.M=)W.H4^OT&
|0^OB|H8M+R5KC*=@2:9.HY4:WQR1C"%2RN_|A;KI>?EKR0D#ZN:O.C(P6)G.M\$>DJ|\$#74'63X+
+E\$6*(%E;\$>R)D.BE!-Y=M&YK=!%0=7F5EANSWYJ*7MTK%2BG;UF.C|FF&QVAF|7HB>G+^VX-
YYB@DQZ0V|\$"!UINIE\$8E@)O1.HGG"\$(\$L7:%89Z4W_#4|D5M<=.FY)ONEY_EA>+2@1))N#3;FXJ|3V(-
/M+XUBFYQ9NK%1F%|E@W@|&L6#M?A|^R;?4|5@2-1|/'3+1&S5\$)/J94>/P.M8<CY.N#WTA'
M_5YKWSPD|^OA&5XTK|_3|N8-IV.^D|16"K?DVN|=G\$5@FW>QF7A3A;=H8SR|M;*&8T%)M+R!UK?
&^&|'0Y_3N;_%|+P04-"4B&Q9H|N"X?@\$"6M"P&0'AL+W=OA+7B22.YPY.M.W-F.|<|I>_EG+OK:--
)>3K;7=^71J|BUOF3E3'9?XLE:Z919;O9F:3G-6M^TMM,XV"(ONV3,C)|,?*W>K9A>IM(R2_U<3T;UY>3P
'B#;^LT#P=|^O>_.X18#Q9=0Y.9AT%Y^N|H|K?>=_ARXH9?J6:
MOT1MMY>38D)JOF9|8S^IW6|J|^"U^BK5&|/+J-L,"%5;ZQJQ|M.T.HY_+.O
M8QS^SX5HO!!YW(AC_*63:|T&|'M).&K?PKOK;">D2|K2:GP5N&=G"V:\$M(6L-
;C4W7%HVQ\$K69"DV4JQ%Q:0E|Z|2O;1";LBM:D0EN"O_V"KAILW%U,+M'\$|;M|IM+@::T0LV2W*CI-
T|E;6O/|^_A3X#TY\$>R<6T4F%2|Z=D3B@_)JB.MY(2^&|^!4V.N+7|W46^8%-|+BY4M+Z?HQ--%"K%
|R23E6-6>*0@|/6MD+G*V,U6/?/L0@_) +C%PEGIN.5?QRTCE;^IY/9C_=%&;!KR?<2P|N);>T
MSZ|YFFO"WAFK(&#K|.6>(|KZGSK6,""">?H1|OEFLR_X7#H6IBJ4;7_)A#M)TT>=VA>WR-
LG&R%Y|1T@V""OZ+A&|.#,5>0-4#+FC(|B|KCFI5-MI8>%M\$@_ILE8-.@PH>D|
|V1AA9M|4|K7HTGH3^)|R>M>LXK6EM=OR%,DY|6):9GDMM.P+K";:B6-PW@?F4>&2V+G"9)2G(|Y!'
XL15BNX|2L>N/<50L*9D%.M|S@D*A;JA|81O(F?NF%?2WW&Y53=|+>VZLXK=CG#FIZCAG:B^EDK_|
<%*|M1X7+C4*QP|@1.*5A&9657W;-RCUFK|6:3OV"O?M54C#,%*|GH"OTKRA_9Q_M
9CNZQ\$03NH_0"@(|9#KNGZSF_5F"UCBC:1SXM2-1D,5/XDM_HR5G(|2Y81+|/M|J|,|H*694GR(\$VTV?R"-;
AL7O>:VT:~T?/ER!|D4*9@|\$|);:2OGA5YNGA?TB;>*0#&<*4(.8E9%+|/MRXR&J).P='67HDK
RC(|Q|+*"TUN;ZX;S%"F_K1*-K'F|B&|W#)*C5\$C++*1!\$O@T.M1.!7ALS/GT,-T4Q*)
|V0L|KFJ|++G|YY_)O^JYK/|P'0TOR@)TH+B.0=R8.M7&V9ML#DF^S>-'IC
2U9D9("C(AH'H0C6_9Q>AH.M#08C<"0F.8.3)@#,)IU.MGAS4LOUQD^\$AOB(#&/3X?
0P=,Z'6>M12)A8:WSW.M-J3A:UP-
SG+T.SU,@&ULI59M;|LV\$XK|S4K8H"+|6XIM0W\$;HOT0X>@R;8/PS|0TMGB.M(|\$J2<7-
O|^1LET7<8P5^V+QR+OGGGLAS|.MTH^F0K3PK:FEF065M>WU<&B*
M"AMNKE2+DDI62C?'Q>H_~T<=,L:RXP:6J_Q2EK6;L.(2UIRK|1>UO<5=AG#*U1M_"|L>|V\$ME(O.6-
7LC(E|V3_Y=|V>3@R&(>O&O|@|CS|AUYEN^YY?I5EO03IO0W,*|MZJV)G)"N*/=6TZD@.SM?OG7CB-
4IKX/*|KVHT@^G0DA^G/2QV.MF(L>,WX%VRO(D9Q&&N4+(0MM>#^#I'08N_+;+
H=Q|I2V6U,&V\$A(L09.U4;4HN=M?9K+L%WJZ%\$;MUC.M%9Y7:LLKYT+)QC>(|&=0|95&HKX12DL?
2A-|(>J*TI%'_-U#)TL\$)|Z|MX.MC|5N)(|'5OVDG>E(*'|:UE|HNE'^DEY\$71>W|H9AQ'T;N7P5Y\$K,HSUDV
MFCAAS+(L9V&8P0.I6?0NM,J((Z|?7T)\$&0OC"1N/4HA"%H>\$%89|22^C:09
MF|0)"_Q9'0|REB21_#@D_1Z\$2Y@DK_HFK_LCIPP86\$R8N_|YB?K\$^?,*2Y
M3|B.*E7;PA/70G6&TO"/&W+(1-|MF%<.IY&A|E_8I.M5C&ULI5=M<^)&\$OXK7227.MLZLF902*Y-
BNDH'=5=8&@LSF7%?W0;#|*"LDHAG,^G|H/3,"+)>?|D^XWT.M=/?3/=W3/5>
|H0XJ5T(H^K8N2GC=62FUN>QVY6(EU|F|J#;BQ)=E5:|3A67|MU)6:6J29\$5H779MSO|M_|
|D3>J;JV|KBKP4DYKD=KU.ZY=;452|ZX|5M.;R8YD|KI5|T;ZXVZ9-
(A)IMC56W;.6+%^+4N952;587G2I%ORI^SS.UNNX\$':DW)5\$UON:04S=|1|^D1A|7.MZH71I\$A+16F9T?
#/:Y!@BGZ=S27JD:&_NT.MEVY|+
|DAY6@15K7+WGY1.FZVI9(#5A0*WA'SP*Y4DA&>;DHMIG&.\$N@:I7_M%YF4U2|9M?
BJ7R|J8!+:T&H&55X"0EX2=56(|%|79WH%8|!=6L|?ZGT-G.MT.GE2F3GM.X^TV@|'<1|&@|>DV3X2&?
6.?U(5H_Y^/'4"|"KHA|Z"A+3"-MQR,#QWEX=\$"ZW&*^ZVND:UDLA5P61B"D|N-@X0/Q%

((@C\$O!Y^:XOX-H<'7)OSP9+SD\ D\>?9"2..R/B> M,< 1\J!!W\N/M-P-)A-
HU%_B"UGH8Z(VR;:0?'@A=,"3j:SP=#@/-;S+&@! MSF>>X^"/O^+Z8^C\!S/\$F/>P@Z&
(6(>LSSL\NN0P&S\,YXSVNSC =#LC@+!/+@<1@C\X4NLJ\$% M2B;Q-YH;")O\!?:V;#(-_G%F6U4)&_4^S8?
@N06JN@A;K999V(NG:/(-A(=(Y%)\$FPAZIV<.&:>B""@2) UR!P; MH?;@A@_"NEY<32-
EE@^C7%U;0TI2XU\8Y1B;\$E66BZY/+K #5Z7GT4*FT M> /(I2IS_*AQ96+@X)9#>S>A;9<48?
DS,OGK_K^CQ/NT^B3#H2^+GJ\LR9Z;/H"!T@+>+1HS\PLIG-JPC-WLZ M@U"-8_2+5.D#^!VS333>X-
PXVE2OQ1S_=0N:H+RA#2ROI18RPPT"+""L.S@0 M WV,XRC\TC0,TP>J78F0SE\H=/NIC\:'E"!JLBS%"
<IH:7EZ'1Y2;M5OECI MAD/I;KU)RO=;H86DI';5SVJ5UYG15,M5O@%<"?1=I\$;UEIYBVHGNF'JM,@\#
M/"DWPDR\$OOQ?_Q-GAVC17"\$\$(I2LJS5HE57Y<I\@S6G8T M&VEN4@4QA\4ZHCM*W6+L56?#NUZ
MU3M2G1;3Q5L37;&ULC5=9;JLX\$XKA'NL#3"VJB--#.1HT2R2-FBR72P6^T!+M\$U4\$K4D
M%&DF6\==P^):/!>.;4Z.SE53?I))S0Y\+HM+G@Z4Q\>EDHK,E+YD>
MRYI7<#*7JF0&EFHOT;7B++="93'Q'">:E\$Q4@^F9W;M7TS/9F\$)4_%X1W90E M4^M+7LC5^<
=;#;^B_72X;9D>E;S\7_@YH_Z7L%JFJ/DHN25%K(BBL_!Q?N
MZ66(I^V%KX*OI,XS04MF4GI#Q4U^/G"0\$"IX9A"!P<\3O^)%@4\ X\|.<I"K
M1,'=YPWZ\VL\I#)CFE_)XD^1F^7Y(IF0G;I94Y@O*DB"F\#&CY8
M4ZTFD\;5\N7\!#*#@5(&>FUWQFR/"1S0JN1V<3 Y\X,,DZ\?C;?A<>D=XP1\$|OI?/MWC^,?NNA'YB%PVQ3?
R2;I<9.1SOM;:K\GPIF9\$KJ2JQW3_7&&A;D^!426D M@I;8I>31\3B5K**?&"9*0/#?T
_"HBX+G4BCR9;2ER/AO#G) IQOFE(WFRM M OB?8UZ*4KV,J%<5"!?
%NNRAM\7SODX>M^:GYKA1Q3;*74ZL3&((>0K(GK8\3N\I(2AW?H\X76@ (VB:SLO1(YWY&XZB5<
MFG9V\DO<,<:B5;9KN#I'57A\X*O0UB(HL\^GGR\+DJZE)^&(O(D% W""@/ MV;11%H\C\I+0;4I;BE\9
1K;Z%IH5N6M0H2_6"C.L6IM>,\$Q8433*" ND\$YB M&@4>1!:@MI%-KZ2I="I T;A\&
'U'4\@ (F2D/I^0_)Q@;G\3-R\I\Z-(@#LDMU_J40#;HI3+B/_"TT+IAJ""3T(I;HJ6#L&+HT M22*:> [V\$O"23X;
GA'9IV'HT#1%Y#2E;I\>FV PL1>-^APH\GIAJQ\4N#%U7 AW@&JB!-1'-O;8V2YLI RQ;-9QZ;NA
M@D2"FY7MJ06FPKS_,@';#%X\<_'H62PR+\$\$9U+!^P'P&DAP\5+0*N;:O(3G M3YPBV M730;I S?(G?
A'A^9*.)^H@A_>:+H7M#HSA_FBT,SQ5'DPY/07YPI32#OT*E\ M@V\N/-#V6;7Q@P\$SOQM#UB")J\I
DTMHG;9X,<2N';81U'V\$ZPC7L9\;W+; M?@>%ZH0AG+MM^X0Q(/!\OD.U@Y\I0DR<\PS2\A?V
MDP%+ 3*ZG;OIW?ZKY*(=QK?7VT^.;Z86HM*DX';0=<8Q>%6UGPGMPLC;CN8S M;6#0MX\+^+ +B"B_
^5Q*LUF@&OY;:;?H_4\$L#!!0 (-!2(;%D\$U=PV\$@8 M (L-9>&PO=V\JR;W-H965T MNSF
;DO4.TT")&F#=4B;M;DV#,,^;)M\$Y5\$C;*29K\^AY3LV%UB\\$,3E3'MX7S>%2M1\VFZ6M'@S4+IFAL\ZN6\;
I7@ MI1JJSGS_61><I;E;3H\3SQ+2%1B<)8!(Y_1^)<5)4% HV_1\S)1J45W%ZOT2^<I;#ECG?B
M7%6_R*LCB?9A\$JQX'UEOJB'G\5HCR-8J*ISO_0PG(W#"15J9U0\H-!+9OA M/_\V^F%+(/-?\$&"C
'\!T6.Y3MN^,F15@^D\6F@V84SU4F#G&QL4&Z,QEL) M;7-R(1O>%((N\4SK;'K+IRK1'1S-#<#MD7DQ
IT-0.P%HD)P^JL;L.GK?E*+< ME9^#U(896S;I8WL\;T0\H\#WB\DLVH;7;BP-'5\X MYHX9^G=YW12(-_GK-Q
M@ (B>A\ %FU- (TSNWW#>I+;41Y M)V5AW365U_I^NK=#5V;8GV(=>6D2>CIS*9FE;U^T@_=Z2!I
MTTIH&J03+P&Q;/I;(L?(TAV2>0?) "W.D>+6A+V\2I2S Z%X,XE-V0('O MI;IO^;Y/;#RV;N2@;)9G@+DM-
6RL@C9@'"AI6C0%&5+YTIW T+JY? \$ D'E1 M&F#%+/T8\DI>!4: ^P^)&W(N&B_/_IH>\$ \$L\I%@7P
B;&E(QY?A)2.O;3H'SD MUHHPV9%;_UO1CGS(O"P?Y%;X% ^\$? \%^ (1TVI8/X;XJRQ\G =>\$D5K
M^6TKO@.YW;4AA@LS&J_-&(SH;#)W7_/_2YZC5F@NJI+6=F7C\&(I>_H5@
MA+O\N%XITK3F\$3TXPI9"JA;6)'E+A*Z6%D3(KI5AE=(V2" &ZW+X+,,)"2IEZ01 M; (= I8")4JB5-O(?
49+LNMX50Z%OFAXU&A3RQ*18_&I74=A"@_ \$ (L<>Z\$? MHR280XX18J2X'XS(1: ^U;
RU%AI#;QI\$.)%Y>>B@_ E2#I P4,UERJ9OD&95L/ MW8\$JR\ID)8T4(PG (-O\)\$/9T84>@Q/;9JZ\CY\H6>0;
(H*E0X?VB8C%@L, M8GM4KKN\$MOV@X"W)!1K5XQ"D#I MO =TXZ4KQAA;)D1UVA;HNP48KTNL61
M/'E82\$85\$YSC< M7%U(6Z0N92P>HMGMM6+9'OS*+BF)4#1A_?G\J46HK;!:>9\FY5\O.<3I
M&G&BT\ZLE.V4G@7%L<(Z#QX8LYL-CIWMF37Q9M;\$_V_6(I X7/?JSH(^RD75?
M#PE/U_S1\NPP/2>*;17R_/S\G9GXAA\WZ!6JWM9(JZE,%Q6F\DTQO0GT\A(
MUB\)/P9WMFB0\C;Q;O#STMM;:=ID""OJA&IK28N=C*J2)3*EQ&6O_WJ_U;8S%\$IKQ-
ILC#Q7&5;M\W96&4>RR(AM&%IPO_418/O8_EF%IHJYA2<#;NZ00D)&87&E88
MHSTD8VMZP8VOB;&J\;74@D;:24C6;6^&K\ZJ*&6H_-P+;4VO;4QAWSVO>I=)
M+V\NMT\$'NK<I#6IWNN%.(WQJ6&OQW0IU7'Z.MR\ (M=I+IQE@PXWP#?'ES>I F M2^TN&
_1^4\#FE\+I8;,"HCYF^83TT! MO%IH9=8/5L'F^ ^OD7U\+ P04 " 4B&Q9&.EL;9L\$ #8"P&0 'AI
M+W=ON- E8XHTKX- A2OV*! M'LUG;NU)S6>R;8+7*2;JJ*J=<;\$)I-O\NX7/?%T;N^#/9QNV@68+YLG
MA5_ ^WDO!*Z@UES51L+H;78>7-XG5=PI?;6SU@40L)4L\O\I\3\75*+)@8#< M6_ _U\@%H2PCC"/SN?
HWU(;W@H\HS?N\JOEB73<"O%;IPPY=5H.B(%K%@C MS&>Y_0A=/2\I7 KM?LFVU4U1.6^TD55GCIE40&
I_V?<.AP.#;7#"@'8&U;7= M\G)9WC'#YC,EMT19;?1F\5>JL\;D>&T/96\$4IG*T_/_4/R%663(IUH;U2#@
M1A-6%^2><46^,M\$ >02F&P7MWODS6PK0XYEO, 'KOL^I8# =M;'HB6\$8>96U* M37ZJ"RB;
I7U;?)\IW65_0P<=+F\SO;+ (S2@I8"-:(I&Y/Q%/X\I&1RC6O%Z3 M;WN-N.&@R1W7N9-6&/+
I\1+5\8K\I8=*&S3N#VII=ZDW+(>K\$?)*@WJ\T?S\ MNS-/@R4%;I+BH>\SQ=(XZ(10.2*))?
7E_&PS^<2R\$H*)+1%Q-CKT+&; X6X M,*VA0TUPMN2BA;MJ+U%!F"\$K>I=>W-
VRU\$1ZYXU2UAM2C&NK@F=KH%J"VA^P M\W@>;<;NM7HDES;>(?!/7117P\7#T1^<+8W3+ Z!
I)P+?!YLOUBR#SH\W M44\I1Z\$5HU/*O;KG3 MC2*T0:0/H8H9H#D&'@@"#I
9&F4.62C;>R%T8\B;P_;>'M+E>'?7*+Z1 F M\;9B8"TM-PKL\J;\$TW^
%X0GM*0TORY*#HJIO'R\%BP;A4 S/K\$5 MKY&VG(DCYB-
OK15>3RT%+Q#!@FB#?ITVNMD@4);A&@_KIUUC\J\J7S&PK\BI M/M6VIB\U3DK""9I\$
MEK5CY%R;:\$T<@<I#>XRI%I/4>L80L>US01^A0R_+8B^-4#;_,A22UGZ28-/ MIM8^21)ODE'R+
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R#::L"M78SI2;NG;>#UWYU/I9>M\;FWH\I9O@28"5F@;7\$R0%JJ= M(I\/(S=N=EM*@Y.@\$TL&ULE55M
M;JHP\$XKIVR;0(I("K#)!HNVG\4 F5;OLPI8.37,"J8V>V4H_O\;3IFRB M2/M"?&-//7?
V'8N#T@JFCVCAJ132+ (JM=4\BDRVQY*9@;I0DJ50NF261+V+ M3*61Y3ZH%\$2Q\H9%P&JX77;?
1JH6HKN,2-I;7)=//ERC481D,@Q?%'= _M MK5-\$JT7%=KA%^ZW;:)*B#B7G)4K#E02-Q3)8#^>78^?

O';YS)BC,IA*4J4> MG'"3+X/8\$4*!F74(C#Z/>(5".'"B;O%#+J4+O#X_(+^Q==.M:3,X)42/WAN MH|O@(H<"U8+>Z<.7!&M9^+P,B6,_X5#XSN:19#5QJJR#28&)9?-ESVU?3@* MN(C?"\$C:@,3S;A)YEM?,LM5"JP-HYTUH|N!+|==%\$CDMW*5NKRI0)-?Q%92N3G M8=T S4W%,EP&-
"\$&12,&JP_OAM/XTQG2XX|T^!SZ:DL#F=<"017P=@&G6)-' M79>JEM8 DSE(9=%
Q9!=U8/2K4)CAOS1ZZPB|J4E>47).UHS2=R-X=KBBM3U#,:^KL;P=I-(2?-=*6VM;7W"KU:LCKG!-
Y&YF)FAX/<G4 MRXKQ'/'')5P%!.|\$(L9PWGEJG7Z!|?2?PUBNAHFB*M45H0G*5<<\$^9JH&CZI@K MP7-?
3LH\$DQF""R8SAW51D+LW9:JLF.1'K8F@|R^M/O1X'!|#,!S/XC">QM!+ MPDDR"R?
CJ=AWAF\$|FH7C"Y+X@|K:W"+9.T_\$I<#M8#Z 7-(;@?^K)1\$>3
M7J+>^7WE:H"ZI0QJH^U6YKK9%*_NS;ZI97K'Z<\$++"@T'GRR%HK?1"BY!|T>R^@-02P,\$% @-%
(AL63=YK@+M P 4< !D !X;|!W;W)K&ULG57;N,V\$|V5 M@1JT":!&=TM*0.Y=-
\$"&1#89%L411|H:6P32Y\$J2<6;O^~0DKU9P/%#RSS M,G/FG.%P.-!K<7L\$"U|
!80TBV!G;7!31;:98!1TLY&Z8Y9FNIM9J- MK/5.G8C2.)Y%>,R6,|IVDHOYVJP@DM<.3!#US'|>H=="
!1=!\$AP6/O'MSKJ% M:#GOV1:2T'|N5YIFT1&EY1U*PY4\$C9M%<)OP(H<#&.@1&?
RIXCT(X(*+O|X09'\$,ZO|?C_H'KYVTK)G!>R7^Y*W= M+8(J@!8W;1#VD|K_AL.>PN\$U2AC_A?UH6V0!-
(.QJIN.-0 MQ>|XD)-#ZGF@/3S+!V;9/B..1:'H@>I>>|7S" AJR.(0T3O.S>-E1>.:QLO|E (&1B@S:(2_-!2&
M;J|>?TYE80R2GP|B;M2-Z5F#BX"NC\$!@L'RQO^26?S+&0GY44)^#GWY1#>T
M'02"VL""P3JRCUSR;NC@ (U*EPH|JC@+IHY+YI2&LU%.:WC>(8\$*NM*4,|N
M2J#7ZH6WE+P6+>|/'%J6|'C3/9.O/Q&-D60WD12>9!@.5"E:-APR62#_DRH
M|6CF3F4R%9RMN>#6G9#&1FDJ+:"K_7V41DFC!&^9I=|TU\$Q|WQ Z:<^*LEB
MMZ9HAX*ZAK^0.4#9NF@/V\$S;20BWG1JDA!2HVMZCO,DI)4@ MKN
"9F%1O6&6YF3AUE>AVGB|TNWG| (OKPHWKR"MPVI6 MANDL 4HS==J-I1A)4A%D\$=:Q#)Z59>*!-%Y
2JJ2L@QKBO@1C0'>|8-+!I>\$ MA,9"F89E68=96V%B!)7T#FQ2E&%65R2M'\$&;06OGV"OM^~MEDH=I
M5H5U5EQ-88T9?/(:90CA,@WC.@VKU.TKN?V9R'1'JPM(AB2,9S,R*.'4|8C>
M=+D.|=;WN*,%Q%3N|Q02_63.14R5'H|H M5Z8"Z,P&Q|8T2)QC9>U,1C/A2L2B!J4!R<=4/\$^!>
78P<|+C:OH M?J',#3<8I?0>KD'=I%.A1VZ!HMB2&3\$R1@/G8.|<&\$!-@9|Q&L):5:V26
M,Q!W6*G":P>OV""MTN7B_FCDHX MXN07-%.+L3-PT SF=,G4%5^?
0KZ@GL\$+.9/V%ZVSN5T|.5Q*Q>,16#.(HR3| MITIY(2H:9+@A@.0!MA!NELBR/*:*!B/!UTB8V1K-7-BEVFA-
+DJ.*M=*Z*>1 MCE/!#TA 4(;.DDQA6ZEDA|X@A\$2ADY7^E>C+.,2@:?.EUY"J=U(2Z89Y@DB4@ M&Q)
<0|J/.MX>(A|H|F09WX&XG-^"U,J1G,U|8(-*?@3"|=-|Q.3VJ(|48 M95|U YG2\$,:?<
I=V/>^~7#J%)PZ%KVS@=-4Z\$TCU/,>FC*JBVCJ M>?XC-+8E/3WN9Z.SA3\$|D|=|TX+S+L%|VYC-
2_7^FV0BRA%>@'F!=-,LXYC MAC*T*&;?KP)OW_?|_LA=U63O%=E|I|V)_B)+
O\$YHG|H|A0|ZTXEZ%HUH.U;* M+|CZ+6KLM|""17S#O?XC&&0KV7HG;*/P!1>S*\$23)7M 4RJ4(83.
MSVLWFG-*!FHS-D;N M6IC2,#!I453VH;OC2K>|G*A&W(09H)^/N=&PO=V|R:W-H965T MG|!^;VK&6-
=,PE^5W7IC=U\$D=4L"&|4OS11X_05=/9/E MLM3+SEVL9Y#|KTVL NK\$2%!QT1|9<^?#F<
/KPB"3A""5D+6T*;,V'(8Y|+O3!<;E2ECSGH,E|E@\$(|Y|?E""A1|C=R^E+NH|H6|CT'08|DHU?R?
59;)O@_C7UW9"Z% M1I^*_|Q|82_:9\$+|ZSDJSP(N!|@<|^;C61F%G_QCSHP4(QP'LV_Z@:Y;#
MU*GML|0|G-FOO_BQ|V',G?|V0NO.:15O95|=Nj;?;-6*&M.F|4=@H=9C0+ MD|Q)^|AO(9A7!!Y&?
5I_<"^~SQPIMXIT:&K|"\$L,T=FCXRQ-PC"Z0!S&
M)5X2Q#0<1XQZQ.BV@WFN|E#&@&,V!'|BZ'*>,!D_WO=A+\$NI?8 X#HR1)HBP>
MQXQ|S@FYIS|0XKM>78|P*K:RTU-V.D|0>@#-"F,X 6=|A'D|@/HF0<-.E!
MDYN@U!|HH|U0"&MFU!AC,G0S#N*9A>,PSA*T|G5QC3GC&|R=B.TKP;I=""P,_BR+LH M91@8I#3\$?
>R?|VSC=)^|S1|*8F)6Q0ZMTG:(=J_YV863=|UK;7 G;DYW M^*T\$R@;@_8V4YK2PVW'_|37|%U!+P04
"4B&Q9KTMZ(C|# #U" M&0 'AL+W=O':F;N50,2KVR5KIG'J=Z%IM' *B^J M19A\$41;6C,M@;?K*
|V8J=8*+F&EB6GKENG'=R#481|\$P?/'1|!|6|<0+F8- MV|=\$*=FI7\$6#EDJ7H,T7\$FB83L;N;9>'B?<?'
|F:\$Q<|)1NE'MSDMVH> M1 X(!)3696#X|PA+\$.(E0HQ_!S!<\$LG/!X_9W_G;=-LS 4HD_>67W|Z (M2
5;U@K|41U^A;Z>BB731F'4KN M@^ |TSLN#1&P16ETG;,MNCMDNXE5C3^G-LKB|>>>_PN>T""|I6*?L|
<4?? M|*6S^)02P,\$% @-%(AL6;1@?D"|P-\$Q\$!D !X;|!W;W)K&ULO5A=;YM(%/TK(W:U;J36;&# 9&VDQ-
EJ(SE=JU:Z M#ZM|E,"U/2HP=&9L-_|^9X!@<#|MM'1YB/FX|W#NF0,>^?I@_*08 DCT/4TR
M,3.V4N;7IBFB+:1\$C%@.F3JS9CPE4NWR2ER#B0NFM+\$M"W+,U-",R.<%L>6 M)RRG4QH!DN.Q"Y-
"7^!AH0=9@8VG@Y|HNMU ?,<)J3#;Q WN=+KO;.&B6F
M*62"L@QQ6,^,*WPYQYYN""J^4#B(OC;2HSPP|E7OW,8SP|*,((%(:@BB/O8P
MAR312(K'MPK4J*^I&YO;3^@?B^!5,1\$P)PE?|8;F?&Q\$ QK,DND9_9X4^H M!G(U7L024?
Q'AZK6,E"TSY*E5;-BD-*L_ "3?*R\$:#7A|L&N&NR2;7"J|J<8 MM&16C'5#)
FGG!T0U|4*36!4VA3=:AJ:Z65<2.L4M4GPVLBJ\$!LC98_7DQ-J4CJ2YE11>BZ)&2?(:2"?00W+@\$&
FO)X=1R M.'WH87-H;9+:"VTK=&E0 GL%L'ZX|\$,/6SX.)E-SWQSO>9WK!|8=N'5=B_FX
M9C|N95XRO54.SS;T02UHR?0|^@2RBVZ)YC9H8.QXKF.=T.VH|WW?|QNNFY-
MU_T)NO0H=Q?7HB7VFH@L-T7CYM|P9WF3>D'.!M>3P:SG|U|K+_|XO'8
M=DYL^|PNP(%K!=VNG=3\$)|W\$5T!4&\$!W)% ,1H.2_&EV-NHCV KUTL08":T<
MU#,:^#=#8\$@Y!@)KR8&M8Z*P7LN|)%7+3EE_4'|G|NVH4X|2?Q7MB7KM|0:&T1C|S'OT7F
MP8.&G|'0VI(<8P|^M=Q3(3>|:D|6/7/!7>\$;ZAZOB:P5HW6R%=*|?(-O-R1+|^|>8A^8 M5*\$Q>862
Q<%ZCS:|DTXY^+ZY !PG_U!+ P04 "4B&Q9;@7/4Y|# M!!#@&O 'AL+W=O-))DMH#8;.\$S6;4;?=AV
=,MM\$)5(E*3L|N-'4K)B9S*7|NX7 M6Z3X/+SG|G@ZCK9Y'03#P" T*9EXSLW\$PD(UZIG#*<"9!541#Q.,&
<|^=>Z.TF/M+5 M6ID)/QF59(5S5)-+F= COV7):(% ,4LY X'+LW837TS V +OB""6MW'L&(V7! M^5X_|IC?
6-%:S0)(G/+! M3YJ|I=B|I"#:#).ER|9%O?|&4- PI3R7|A>VS=K @|22BA<-6%M04%;_DX?& M\$7N
7GP\$#\$6 Z!D@BHX X@9@/>?7EEE9MT219"3X% H19K=G,@_6-16LUE)DP MSI70;ZG&J61"))7 ES
3*)\$I4CN793"G*T:7-"5.P4V;|HHIRE8PXSE-*4KX M!6ZRC)KE)(<|5F>4;^Y145H+M_"&5
&G|!DH0CGRE#3;.^FECW*0V+CIB MW!7<|WZH>=B3WZW03*9NK%ADI"NB5 H,
/%FZ."0L(S^+9Y95ZJ|I=RA2Z M3=(^9M|J4YC7BFUWTKM.Z5^,
DO7DT\$3:"SKHTU!R#/0UA'\$3/9/QW4=0; MMFL.K!NTU@VMOJL?

6">O3NF&\$Y\$=N"\$,GK\H@3/8^Y\Q>SX\ M\|QN#L>1="-?JVZO7PG=J4P>CJ6R&_F\03P5VZ'.Z\$EG\ /3N2\$_E2M.Q';H MBJ<&*0V%BI,;#='J'NRHQE\TK\&WVO&=4.RLG<4W.V8\KKN5-09\AYT8\O_ M9_3VM,_@502P,\$% @ % (AL63F_- =10\ G1L !D M !X;"\W;W)K&ULQ9E=CYLX%(_BL56JU;*#MA@ M \)4B=0M=).%F*>8KEE)QE:\9\JX\YCRE4AWRI2G6G-%% M*4H3\$UD6,5,;9T8P+L_->#&#- S*),S;C0&S2E/+G&Y;DNXD\C9<3=_%R)8L3 M9C\>TR6\9_+K>L;5D=E0%G'*A'G&>#L<6*\AJ<1= M!&? \$M9CMQ,;:%4A\|R M_*DX^+28&%8Q(Y;PN2P05'ULV90E24%2\ _A>0XWFGH7P)O.MW'UF\ (%SPYGDBRK\@5\6ZM@'F&R'SM!;K&:1Q M5GW2'\41\|P+HO") M0="*K\K@7VJP*D%SJD"7 O*I9O5VD0C0BH,;Y#O B M6M&*0>E^J59^Q5GQ1;F77%V-E4X&4RI6@&8+4 ZB\YMX2Q.620">ADS2.'\O MP\ _@ZWT(WKYY-S;ENF4A-.LKF2PU)N M\|C#T^>)X\OSMJRTUE<^,U;KO&)<\^V^M_WC\ (R=5#\V^?Q175Z;<6E>1: MK.F<30Q5* @3C6V8\$O_ \&B?5GG^\$Z8:%.6*0)UDJ-W;3&J'(MWG&GL\$MY4^J M-G_89 LQ E2J1''^'&=+ \ (TF&\:7FPI+2FQ1E+> \C2 AV/7'YQ;0\YY #V-B M6;@=&Y.J\%Q/-<%:GCJ- A Z@IU_4"P6\$;YV+6)YJ9T7\$!RY!;"'20IVZ M'1T'0N39GD.L\;+EE\ XY0_Z-;9DC+;M\Q\X;G? 5IVP4"D+XOY64X5N?G41X5'\@2# BW=_ 384^DZV&" M;-@I49&N&;-WS>)<+ #1"3\|??)SV&J>U# =1*" \72(EVT=@+VK2"T+U6@=/9N M4ZVT4"LMTD5KIVC? 6<+AUO*B\4IGQSB%/8TJH\T.VZW0\U'>KY\5\6K4^7 MZ\$+AO@V%PWWHYM9KVTZN\;I5E\JHE1;IHK7\W >TD%RJ/.EL2*=:::%66J2+ MUD\1OEV&@PW? 9MO;Y\+1;%S= M4KZ,;P\$2\JCPUI6KGD5>\055\|S)?EYL=#\F4>5H.5XPN&"\U/7')&PO=V\|R;W-H M965T\<:)_0^ MBC+OOVJY3H\|UFV>3<(\&3S^X7MS= M9\4\AB='F_NFD;9S>8JR=+ \RCSQ2\;IXMX\271\|?%@A-ZI@10#RB.^+*+' M\."U5Z3R+8Z_%V\F\^!7\PH6D;SK(\|A>HG&T7!9(^3S^J\$ ^\YC%P;/7 M3^COR^3S9+Z%;32.E_!;S+/\XX\$<> //H-MPNL^OX\6-4)<0*O\F\3,L_O)5-3B? P6JQWOT=_JB(\;B0X\|@'X&H K@^@+0-(-8"=_M\|M"2 MF5TJ)0\|S_.*3HR1^)+BZ!RM>%&268\;TU^LBW_W;9;DOUWDX\|*3\|XL?T=P; MI6F4I=XO*LK"Q3+|U?O- NYDJY>_GHTS/(HQ;'#685XND/\$+8B!=QZOL_O4 M.UO/H\DY? IC\;C\|_#3%4^P\$G\$;M\Q\QWWC8Q\0RG_'\AO/+<.4>KJ)9\AS9 MAAO9D#WALOC+7A725ZS2;G&^J\&X5+US/O;_MHM-7DR9\Y\|^>'>)(M6 MZ7\|MU.^PJ1V\^(QXEV\|670\|R#\|TBAYB_8G?_L+XO\?;:Q\|BD@,(-3NN>4 MNM\|OD3Y^;M,2RX?RM? >8K5)XH>H(#5\|X\|TE<9K;^SA\A^W^ (A\&'(Y\X? M\$'8T?#@DRSF#KF0UPU+A^Y(PQ/=A#2;8G@GF9; (RNX\2\|H8LZK LZC?>_LIL MJ>^ V,\$<2"'\|Q@M<6? KHDW@U(D\$6?GC;?AV=;7^LW#YLK1Y8P8,42:1 M'Z\;XLZ071-OAJ6"8LZ00;4Q3YUX4R\0%) \;UWDT;5Y\|@M;=&(CP-\$*)6R MEK4S6M>LFU&)3P(BBT\26\|)RG\1T)IU_B;ZB;)YZMTF\|M)P&14,\|K?EKUL MS,;OI2T;%2E\ (J1\S>.47%\;T004L*)J"0C\TQ\H6T3Z+%%*? MCD'1%;2:2;R6Q,BMB5\1H\$VYBB2C02Z;ZD4*J\|)M<0,A@X#BEB+50AFYE?)A MD4X_3LY\UKPAI>|8%\$U\;H9G\;6-1\|5"JFNQZ\|H"@K-)%8K>N26\|^*HTJ;Z MQX0(*E#C4@JDWBO"+%Q86YXVZ54"WWD5OJ'5?KIZ_G59&Q_ '\$B55^1 HBDH M- \;H78.V.^Q3#&HE0!4U\|H)K';2F"GHGY%F5;_9KGD\8(EJ96I>PJ=";/\$ M)<3G^? _V,L5:_F.W_#\L4S6Q"EXW0N=3"=0+0*%9\|F_@/N\|XY\G00HFH)" M,XG53@+W=3N\ C9KE/J(T_I=8? <4.A-FB4LH0'TW_ '6OUCM_HO\AW%R7PQ M\TZWR^>99@N\|*E#*O@Q*)J"0C,IU)X\|SX+%=1,@* (I*#236&TFL/O>_2L* MU7(_GP@H%|?Q7\|H3-AEKA4,G*X7F;2H0T=AN JDHOMLOM\JGIA^V;_J2 M'X.B*2@TDSYM&7#09Y&"6@E0-6%9B\7;RM\W(L\|U^D%,"Q_5\|%/A\7?&Z MH\Y*=X2E_M2\$M1R^XAH^4_<\K\JTM\7Z_7=-K0F#;I; (JFH-;K1=(+C/ MU@10)P&*IJ#03& (/6FK<*P^O*%'2+!4;)\C2^AJ>PJ=";/\$Y3Z2S&K4;W^ MB5O\5X9T.KJX^#%YQ\WOUK1\5PM T104FDF?)@N\$|5FDH"X"%\$U\;H9G\$;A=!\ MW"K\KRC290,,H1S\|O%FDH.\| %I=Q3'R_Y08OT4;+-%\|)G0Q/K\VCX*N%("B*2@TDS\|M M%6B?34<4U\$; HBDH)-8;2-H7TU'M-G\|@_T \$TI%O=L9U\|8XN9;- \)6Y5J_MZ4?;3JJG\|F1>I.KN\F5H3;UTL_ \$534&@F@>M\WVV'5%0(P&*IJ#03&*U MD;!\|M1U12_L\|/%? DUC=0; &MQ3Z\$R8)6\|1'(HRRH,U>*?/M-V\|2F\7J62U\K MUJ#K\;H"@K-9\$^ \|=IGTQ\$%=1*@; H*S216.PG;5\;1,3;_%Y\T*""T7J.@ M#L\$>ES.\VVI4JW_ZZ--16;30K_.U.6Y-6W0=0)0-6%9G\|Q2OL%UF? +\$0.U M\$J\|H'@K-)%8;"=97RQ%KMOX(QJBD\;47\PPZ\|4,*XOOW8B6-5*FI3\|ON&H M+&KZXFR&E(W0.?S"-0&0*%9Y&FKP/KL-Y*%@ (434&AF<1J"'ZZC=BS;X? MY\$M\$<% WLXI=";A>A@)*V-@9V\ 5\|E!&%!_ /K;BWL*G0FSQ97(M%VTINUS+?^Z6_V6-?@F7<6)-&1U_!1- 0;&9Q&FKP/OL_ ^*%)@ (434&AF<1J M\$'\|ZC/BS7X?O +?Q\Q1G\|FP!;74T)\V;)UAI;^XF5\|HE?7E^>3J? 6FKANA MZZD\$BJ;@T\$SVM%;0?789"5#_ (JFH-;8K5_ '\$UU&OG+%D.<NKS^DTC\Q0Z M\$V;+&XCBPZ&E1K7F%V\GO?FM/BF\|C\X%V=C;X_62;72\$ 15-0;"9_VB;(\ M\|N;!*B# \$534&@FL=|B+Z;C(2MV2<0N/\$%4O<_O-EVUO\|RV\|*TYA?/ M\|VQ47DC_/?IZ\|A\;S9R0W0^DT= \2:2=-!\|JHA@M\;77AA118 MU""^HGB=V;'E4+XJ.UK9U*+>OE_ U\5D)^+H\$+ZHJG&Z'S>0.J*03\;T M'Y\|A\|4'L BJ;@T\$QBM3V0\|E6\$EQ9DLVN'_\$1X?9G3';TS+VH+1N'22W; MY3;_ \$A57QN*V\|6R;5W<=&- T\F%_93P4FLF?UOJRSU8A">H"0-\$4%)DK'8! MLJ\6(6G9&8@)A@)9;^5S3Z\$S89;XG\|VK;WDP/6KYS#@^?+K;+DKGQ_ M7^K_XNTZVSW";?_3;_ 1^43\&H_/T7OQKLG^FF8W0;&S\|D;K%;065TFT/Z M;XO\Q.GNF7V\UF\|*9\BIRW.LGA5OKR/PGF4%? DO\^X^SI31%@_ ^3\$D_ \# M4\$|L#!!0 (-!2(;%D2X/^5Y< #HY_9>&PO=V\|R;W- H965T24\;P7\|XH63%"V&L8WE7;0G\1= +NEZ^&X^KV4+F276JEK+0O\|RK;DJ\;_%\&%? +4B;SME">C2G&P3A/TF(T M.6N_NRTG9VI59VDA;TM4K? (I*7\=R\$P\|G8_ (Z/F+K^G#HFZ^&\$_.ELF#G.KZ M^_*VU)_&&Y5YFLNB2E6\2GE_/GI\WET&;8_VB#\|3^53UWJ/&RIU2\YH/U_/S M\$6Y\|)#Y\|Q\N)1+|\RDN998V2KL=_J'1Y\Q-P\|H9_6/K7EMYBZ\Y*7*_I7_ MZ\7Y*|JAN;Q/5EG\53W\ (3M#HM&;J;QJ_Z.G\|E@|0K-55;N\|*ZOKD*?%^C7Y MV35\$KP#A+Q2@70&Z;P'6%6"MT77- 6EM729U.SDKUA.KF.*W6O&G;IBVMW;1% MTXW3NM2_IK\IEC+BU\WI(H"B*B*MRRX#L2" <8\=#L3&@=BQ MM9N_NDZEKJ>.@\R*8E=EPV%0DA_3SOAV MNX;#R@81YP'#L;NNT::ND;>NGR_ ^N'35S%M\JWTL)D)AE_-X8C\$&OH3&D<2_Q

MRSC!9J3\$WK!|E3(LEJD2|24Y4R;UYCC"!/7,G\$ON!|I\$ 3A5@SZ3W>HG=[M3UX-5?07FGZ;?
G.Z!);>M^>@U&RO9N GL",_1WZH=1L\;P)_1_1J9JH M2Y7I7QY06NAKJ*PT!JA= YHY IKIO^V
|M;C4)\&('B?'"Y6V0_T697S=(;F MZ4|T4|!/-;U^*S4W+"1Z|H3FE=R|HX'4| 8PW\$\$\$;)11.690\T!JMGD#-.05
MHMF5<3N=/B5LHPP9LDR,=;S3%ZB+&)0A?I9I8_2V3.>R%YE.80 +|=TY0&JV M;4-%)
(*-3%!>@E*SS1MB(EXNV2,RXT'8#2)S> B)'0/A2W=[? P8H@;*&(&=&@E(R@UVWQO6L0+(+L':?*C
M"U#('G;P!;C!&K'F#9_TPR5;)+52|1C4H*/ZAE++L,6=U@7BDDL'<,1U"3IQ\$@C'N3CUF
M(;Y(>:0U&.NZ1HLN-B>|3X&H3!;#*,P_7=.FWC29+5;-OW;P;Z;"V\G1M/E M'PG|VOL&))2;W1(&5QCL9
X#G_3.1HN/IUP>|0,HS#_RM-! MR1;YDBT<7B*.02#,\$ CS\$!AO J-
/:98UVSZFLDCU'>#SFN"WIE_,P?|C,DNS M9B!\BZY;ZY^27X@\$Z|T'Z
UW;E_PGWCO0#W&^A0W!_,O;9RT D<*#7;O,\$C M|L>CG;TT^EG*8|
(Y_VEW\X1V35+N6\$7|HJN95EJN9(Z8|YRZO,Z/>'+'%|X MS|5W!OX#;+@!&Y@HQ=T<@=*S3;?
V_, "3TI^27>5D=/L,5"*&Y3B?H1Z,27R M2.Z^!|S3_3QZX|=,)KP,YHS\$3X)\(^_X^\$^T;\$E|J=K,8)A2P
M\UD""N@U&SS!ON\$?S|KH'PX-;,<^7,ZA.&^H2?^IYO8ML L&!\OB156JUO M EY?Y_2?9N^_,
8.BM|F;=A-3 *4,*4;./& 70)B8QW,1\$ "YH-+B+%<.|
M3(0*0G'TTC9W@VP""MF\$ \$IEHO+W;XC_UH1UAF\$WXXF,"VYXJ|H|ZWXX8|QYL;YXJ_)24#VE1
MH4S>;WE\&NK+6KE^4&_JH5;+IEFW.U77*F_?+F0REV5S@/H7JGZ^4/S^-SF M<&ULK99K;IHP%
(;BI5-4R>US?U"!Y%,\$JD54.EW31- M^V#"@5A-XLOVH/S|V0YD%-)LHOM"!2|_ %S#G'<7U\VR%
@9|RK_#(Q6B MO#)-GJ208WY)2RCDDP5E.19RRI8F+QG@N1;EF>E85F#FF!1&W-?W)BSNTTD MI(
)0|S*<|PV-Y#1|<"PC=V-|).A;IAQOT2+V\$*XJ<,&#DS&Y_ M:%W'^C(XJ;B@^58L5Y"3HK|BIVT=|@2V|X+
V0JN5;:P1%CCN M;|H&3\$5+-S70M=%J24,*U<6I8/(ID3H1CV FT 4;5Z)B@&Y)0?(J1|=4>\$, M3?!&-
DOP=#8"@4G&W\00A^D(G;UIWS>%3*1.S&2;ZJ9.Y;R0:@KE)7*M<^18 MCMORM>X@0&AGS!;+5&/&|
W9@?6BC M_T|FSVKA-K5PN|OCU1%TOD"JG-@B"Z02 %M9"U;&UV!|=I-|1.KV+/M*.R% M?
7.US|29|40FKV'R.IET?^_!?'7T_.ZQ5!*"K?T|,COPP\#N!0=HG,SB0G(O0:A-|?V)-\$=HP>D?
|GNWZGAM&MG/ T1)I68YO>Z'? M1-+/-/<^WNK@=(O9DA0<9;"06NLRE%5C|6&DG@A;ZN_YC_IY.M#5)
|?@*D M^7Q|J=A-U!&A.1'&OP%02P,\$% @ % (AL62@D%&U!" 4T, !D !X
M;"|W;W)K&ULM5QK;|LV%/TK@C<,'9#&XDN/+C'0 MFLO6(7V@;K'1|3.
M|KA;W\$K1.E|6R=I<3ZY+NLWP=E?)I?C;M-KF(M5O6D=3+%KNM-UU&<3F9G|6L?|E9MBV3;!4?
0U>L695TVH1_P9 MB_NB|=BI4KG*|J_5D|>K|XE;'9%(Q+*L('+'YYT|,19)42/(X_MV#3@XQJXG-
MOP_H%W7R,IFKJ|;#S+/DK7I6WYY-@XJS\$=;1-RD_9->|BGQ"K|)994M3_->|
ML1Z=,MM46;K_61Y!.LXW?V-ONV):\$Q ?1/P?@(^=@+93R#?'3J#|";1F9I=* MS0./RFAVEF?W3EZ-
EFC5@YK,>K9,/TZKSWUIYO+=6,XK9Q=Q&J5+X5P*25|A MO'06|LQ;:1/A?
+AV6F^X^*,XJ3X60|H|LN#.BQ|_!N6|B JJ.ER'_#-+B#N M";@0FU.'N"<.=C\$U3)_;|W.QE-
-1/9T8IO/CH|>F3R5S!_KP@3YO\$M1 M%\$*
<|!@Z<;@HEGF|J<_HOR_E6.=M*=%/R::=L#4#%R5^ZMB\$RW%^436-
;FP!AC*A2&LYWL^=5UR""LE2@^)^4FNBU9GSRMFFT3K+R_@_L7+BHMC6
MY;:,BK(X<5)1FHC8P;+&\$;W\$;H@#S%|H6;./Y<\$4E1(?N=A, SO0P!|_O)U\$
MDF'APD0#ZQP08HRXS/=PBP?K 0SEP1#68YAXH80,1'@'(KPCSH?E-L|)%6CJ; MBH@L-
27N=3)1#%)0M(^_S.N?L2H!|W4=5XFR.Y;|,S4LO^V3EV|/*TIN7 MI*TLFC4IZMT<;4D15B;*N!;-
8!HUX8&Z<*SOSA"24\$@P M#@2F\$8I<)>;XRP40SNJ4L8:E67/=908J#0=&8;A=9F7FS3;XZ'S_P MA7-
9KDZKLVTIUEP'8;MLK7\$&LP*\$ MIK.B%/(OAJHRW:QB?X|H6HOQ%6^C?+O_94+NC@ 1>-0;#J;GV
1EL@(- 5 M B@;AT+3#4NU1L#V-4*OSMC@;^H,SR.(;=5L08 @|U&MZ,S?|HXH1^;=096 MFA_-?<
^C/6H_OZTSPJ"=,*AZAT+366DXUE8=N^M|H-\%2^=B_A.!|O5ZTT>
M)U67"HQ,P;K5L';U+H=*&V.R6B7 " % @QP4C4.AZ;RJ-0*VKQ'ZNQ3MVH.N M7Z\|VE4+NB#
70<<(1;RP.LQ?K\$2^|@N|A_O4|SHV(3M!; |SN",Q|!M6.EV M;#? \$ZSYUD<|%RKPTJ1
M8ZLV;:)3A6;GIGUIRAYG<,)C*&JB%#6Q*^JFHEJ(.Y\$ZEY?S\$^==5*WZB&>|
MF@TIH>>@:|P*36=3J7;"QNI1!_2S!T7C4&@ZJTKU\$|OJH|7@3L!"ON8(NRV MKZ;|(PSF W>:%
YH@%VO9V,%:6PAL3OICW;_2RV_5Z|8QAMY*;H;B)4M3\$ MKJB;7>K7;C?6>-
@4IH>>@:|P*3;=3B7;"1FM3H&8!*"J'0M-95;*? MV\$5_?
YOJ;F;1;8K@(-RT*5#;|3K|8V2;|@D)>|0446*YJHOIU6!^NB@:|P*3;=4J78RFH|,0'UT4#0.
MA;9OWU2JGS|11Z==QWD)/_8;?O*|@B#MVAVC70FL-C;:/|%*IUTK'?L,H0"W+|+;
(PSFHVNEX!|"V",|FHHJ54Z? M::53HY5N:%2@JAH*36=%J6IZA)4^S|9Y="R;?
%@I=L0^=DO!U<4J'T'0M/Y M5;J=CF;C4U;'12-0Z'IK"KE3Y|HHH.NC1X@TQ4_>X#!= '1M|_#5P^J9*D%
MGVFC4Z_-3D+23AA44\$.AZ3|4H*;'6&C=|M4NF@:|P*36=5Z7|V1"^=;;UTY
;|YW9^FF6;.)@/0USLACY%|V* M*4G.GNFE.Z.73MN_P)K;XPS.>
Q)S92D9G9)_5N>;=/5KJP;0HH8|R/8L097 M\$J@4AT+3>6S|^',T\$YV!FNB@:|P*36=5R7WV1!;==4UTX@?
\$H^U;|8YK22UN M/X2A*4X;-S"H;C?Q+LIOXK1P\$G\$MX=U37Q*|^'|@L'M29IOZG@9765EFZ_KA
MK8A6(|&R/>OLZQ|>%+=)N%P'XW9_U|+ P04 " 4B&Q9EIS,<L# !X M\$0 &0 'AL+W=ON,1|T';-;
<|?/)I0&<\$DC|2;|X_7 M?CX|E,?,|D)^5UO_?A1Y*6;>UNM=|>^K| (M+YBZ\$CM>FBL;(ONF35,^ ^FHC
M.507HB+W,8217|'L|!;S^MR|7.Q\$|?_LY/<2J*HHF'S^S'.OGWO(>SGQ-70<
M;GO"7|QVD&ON/ZVNY>FY;_R9|_TZ.@8V ME_Y3;2V8^7OB-SS/K9.9Q|^_J=>.:87'OR_NMW7PH@'_ MIOB-
R/_*UGH|IV(K/F&5;G^*O;_2;@T/JE(E?U+|@W?;\$TDH431B,X,B M*P_[\$<#XDA@_G4+<"/
|Q601D#>*P@:08W;/_X12W#=-,6|'X|8MK/_* &7T/F M|TV2DN3W?^X@!PL K>?<
>2OU8ZE?_Z99UIQ^<2|Q2|_H0C^ZL(SI=ER(K;_
M.M*B(V/N"W_O_P87D=ME;_9;_M/JX!;5;G;=>UI\$80P),4GT= OH M=-1S
4UDU@\$4M("4X!"%XB#*CP"@<,8)32*>B1&|<|E,9%9AT38D@A/D8A< M).(AB8 "\$4;|G|BU/Y?
\$1&8=\$E%+(CI%@KI(1(Z;2Q>|>, # MH9B0,(Y6)TE'.!3&36
9*T0))Q(\$*SW)91=3V3U_7.KJEG7(B28*\$ (Y"NN-*78.J9(60.ON/KT&F5%57B:E06GT\$)=?. M|@X.
<%U2;&@1FO1PC4_A7%Y3N76!'970Z'16.8&@X2,64I+\$84S|0\$;'!L(M&I1\$** (1#2
D|<#=%_K6C1;^S7ID592FJ<&|&R.B-(9|ZF PHPB1/2?_XE-

X0(1[KVPER[70==N:*J]U)QHO/&UHO61W!D:&RP),<(P'84U:<;J&
M#0A%\$+!1JVLBY<;KR3M1/EZ:MT0Q>CN#84X%"\$91C?)!L.D:T?M?*LK
ML07EG^TR[7?)+XP^9B5RBSC&Z.%5|20D8=M_J&AQ:|>^#X(;;1|>&6.L.C
ML!W;|8T0^J5A|+MQY;%_U!+ P04 " 4B&Q9:BIBL\|#?%0 &0 M 'AL+W=O9QS./9^+'MGNZX^"HW
H2^)4SIR-4MF-Z|P PF3USR#5+|9<9\$PI6_%VI69+8LG)+8
M)9[GNPF+4B>8%L|>13#EN8JC%!X%DGE2,/|/<1|W.P|_S@4|3>*// #:89 M6\,"U.?
L4>@[MT991@FD,N(I\$K",>_PS2TI' J++Q'L9.L:F52>./|J:NZ7
M_|2R+7|2K;#T'A:E4/*F<=01)E);_|%M%1.L! M#XXXD,J|G.I
*P=;)%)I&5J0U9XH%4|W2!AKC68N"FX*YU-E)H7"BAWT,: M3P5S\$-&6&2K1?
2J5R/44*8E8ND1W+!+H"XMS0!^!R5Q ^>XOM-#%M,OC0'R% MC@\"GH-B42S?://BSEZ_>>;J:MTP&98-
ZR">U|&1XX\$MX#L&E'O"A&/# ZX MW|K=Y0|J=URXTZZ|JVFJN2(U5Z3 H|_D2EZUV?
GG01NB>P6) /-0DB7JX#\"J MZ=,:F:\$09HYN1 EB\"TIPZ@_L>V|I=P36(<6A-;>C|0|2>HCA2WUNS?BCA
M\$|404,QW9|N_!\$AOC=UM^U<|NT&=\$*E-9VG3 '-9@#Y@?F5A'Y@L1|MS4 MXH_69%WT*LURI2?P
;80(WPH?BO|N1/6\$UB'B6'-Q/ B%3OLDX">P#H\$^#4! MOK44WDFIET)|M98(PW85ZEJES_!%M>
|:T=\$0D^'H<+6.ZA!'O335:&_XE^UD ML^B\$-JY#&UM#TPOECHDE6HEB-
41L+!;!&P|10Z%;QWTW)+|'Q#RJ0F97*1 MG|KT24|/8!T"L-
=H|N|_ =U4%8:M7^RB_FT5+^>!>&J^":6>""1Z/!R_3.6@W
M&L.C78@;W8&M|WIPE^NNDCN6H9"G2FCI^QL-! CW+L"ZW+2"\$,+U(\$V*K MP#F;A)
|0NB0T,@?;=0|'@1|D@|P(|E,%&EUTX/E6|X4:I8*L,*->|N|5Z72%UIWQ|Y(M%>)=9L_>DS:I-
NV74#JD43JD'Z5CASD|;Q7|\$_"R=[NWFV=7IFCPW+|+E\$, M*^WH78|T3XCR-*Z|43PK#K2>N%
(!2XWP)8@C(%^O^)'<|FISL&/F5H1(|+W(2S%U5E*N MSUU7S%>DP.*,K4FIOBP8+
|!4KWSIBC4G.*N4BMQ%GA>Y!;:E.YM48W=|F\$; MF=.2W'\$@-D6!^3^7)&>|J0._=<
|7.ZD'G|GDS5>D@>>Q6X!\$|FW"V UQ+*YI^J*)??:MXT5(7RH/DZBM5 M>G*\$6\$ZW6"(<+7)="|HTJ BD
+C/P"5.,ON)|0| MP6+#+2?WM(A2J|K,Z|D M Y|5+8*3&R;\$|Z#R_@SN)"\$2TUS)*.6!|S|_&'B2N6^=L*=-
ZY>UJZB9USU MP2TKY4J M,Q(9M!|A07C 7U7A:V-'=K'|A(- A_(&SXWBE '@H_ ER|7-TW M3>?
_64| V'HG&'Y;2'!%|Y A':KE%%P(09HBNJ'XD>944B+V593I0KDG|PWG MM%Q64K|S55'|@4LLJ
|_WB@#X%J200QEJ|7:F|!#LC6ZOYV*-YV3J|X|"-|2 M9_+3S#R?C4ERB8LL0E++<\$Z*0W:E 9#|
G1.C_)J06^U*M=92|+|'Z6.:G MH"32E*O:3%29T307=08QC".(=-UNC_/P5# (?1A#U)5+##\$ X|@)/.X*ID|%
MT2CRO#|NY3J1"=O(A(.14704#O.,+BU\$0&|Y*3NCJ;I#|)>6ZHV88E-6&H) MUDE(U"8D>E?=>)
|*94INPQ"8LM03KI'34IG3T-MVG-A,>-XL11#&*->|WGJ5P< MP!#V6DKR5
QZ<1C|HU|K,9GUHWCLFUO/N W+>+CU;\$@.'G9X#;|4KQFN?F@;
M>|X@Y+4%:A.6V(2EEF"=3,1M)N)WU7-
BFRFU"4MLPE)+L\$Y*H76|16:8E56MK0CI.'U/Z"0L^|T!TB#8:C/9U*8ER0*.)0%SO#8&
M>I#QZD#;I"56::DM6C<;AV,P?%_G8&CU&R5EEBEI;9HW<0>#L/PC4|!#T'1Z MC>,@|J/^SO!4\$J|!LQ_V-
P83<12.OG'_/R0#,-P%*>\$W*/;A0+PI?55;X
M<|8I97TGU(ZVU|47U25|_P2GE|!PWBBKY>K&|P#OKZ;OL5J<((&ULM51=3|LP%/TK5|XT@31(2#^VL3-
A6-GMM-2B1^_ M:R=\$|5>|H+XVO<Z@85K93: MU-Q1:-
+1:0SR(H|J&25Q/(UJ+A3+TC"W,%FJ6R>%PH4|V|8U-|L+E'H|8V?L M<>)&K"OG)Z(L;?
@;E^ANFX6A*!H8"E&CLD(K,%G.C.V|SL_+L|T|';X%;NS<&
M|V2E|9T/OA4S%GM!#*%WGH'3;X.7**4G(AE_>TXV;F|^'^^'|NO@G;RLN,5+ M+?
^|(PE4S|H%|!@250|O1VZ_8^YEXOEQ&|ZP|7-C|GEK;Y|,"FHA>K^_+ZO MPQX@20X DAZ0!-
W=1D'E'7<|2XW>@O'9Q'P6I DSB*_SLG:503B7W:#D M#@M8<.-V|,MP97FHEX43F->Z5WX2B(X#?
M(04M'5^BXD/8X MC1P)|_11WHNXZ\$0D:T0LL3F%4?P>DC@9P^WR"H|>|J.)R=-@+AG.)8%W?(|W
M7I9"BJ RUW7#5=#1#\"|0FLZ|/88'6|ALN"C@RSW==8N=X9^N0@.7K3&H;RM
M1:K\$PQ/NY>LOBK)|BY;7B,T9-9%LD&7OWIQ-X|^O&|X-AD>!?72HD-2S M14OGH|NG0A|/SKZD>/0?
%(|'Q>-7C^A9Z5^2UQ%; X%_8S;923))|DW&TS3: M|&|=|:6!|?U&^<|:6=)\$EE@2-3S|;&)BN2|Q
Z29TQDH|ZK,PK,AA0^,3;+W4 M=.G|P#?;1%1F_P|02P,\$% @ _%(AL69D@L*4B P 0T |D |X;"|W
M;W)K&ULM5==,YLP%/TK%INF5NH* 4(^EB U8=,J MM5/5J-O#M <;A*K8#;/2=L_/|L0EG84)1%|
=O<(:EZO*E+7(.#&@++5=QPGL#!-JA2,S M=L?
#\$50+E%"XTBLLPSSYPFD:#NV.M9NX)XL5U(V.\$HQTN8@7S(HCJV15+ M0C*@@C"*. "S&UE5G&
VT03'X3F KIMI(1S)G|%%WKL OY>@)00JQU Q8038P-MA3351&H:OTM.JW*I@?OM'?
L7\$|N*98X%3%GZ@R1R-;Z%DI@|=>IO&?;KU#&
MT|5|,4N%>.)M8=OK6BA>"|FR\$JOFD!%:O/%3J<,>H/6P"TI|FN_P; *P'> MH1|!\$N;98I0C
X1EC@<<;9%7%LK-MTP8AJT"iH0G?;9Y.HK43@93EF6\$;GR M* 7"-.\$%31B6A2Z Q
8\$^HJLD(3I!.\$77M%AE.EUG\$4A,4G&N3|YF\$3H?SZR MI9J/9K7CTO>D|.V^X=M#M|K;2J#/-(&D!A|UXP<-
>%O|4(GA|L28N(V\$_|@O MD>=<(-=Q_9KY3 ^>W7AG.S|131>E5K^DGI2;GC3)'UQ(R|;LN=06W7|^M
M#Z.AR'\$,8TN=-@+X|JSPPI.M.X'RJTZU-LJ@ELA>:^I6F2A-I.%D+-2(\$BEDV M)|1LA@O54<=@
KS8&Y)C*A->>V;GC0Z.%:8-LFB@BPP9/JZV(0#=\$#H|7HC M>U.C6;22K-
NHV3=&8TQC2/\$|!90#)ZO6F\$:68X5IDRO|CB|F3F&&I974\$D5 M-%+=@+K"\$#RI2UU G4;|/RGR
|=QJ@05P1|D%35.Y<1|U*L"|34&.E.'\$<9@!7YHB6U|@:R|+TJ@:K>KX*U.^OAJ? M=(3HAS_2U|A-
QBOB14H|06BM*YU.4T+PKNHB-9;DK0.9.JH#7-E?I' :X-MU/<%8W+7T0ZJOY|P#U|+ P04 "
4B&Q9I7ZM%U4\$ G&0 &0 'AL M+W=O>%7OLK8187|DV3U>08WY!UU#(_>4Y5C(7;T^9H!7I2B/+|
MOPGM')/"FHS*8W.V&=&-R\$@!|J|C&|EFOM#GPERY50!^S);(V7 M< OB^WK.Y)|=4!8DAX(36B
&|V/K@WN5N+X2E"-^\$-CR@VVDIG)'Z8:/N5F, M+4===\$620"H7
|N.1H|EBB2OXY|::C4QE?|P>T=/RLG+R=QA#E.;_4D68C6V
M+BVT@'N|R<17NOT(I80"Q4MIQLO_:%N/=2R4;KB@>2V65Y"3HOK\$/^M\$' @D M1R_P:H%WJL"O!?
ZQH/^"H%|+^L>"| 5!4 N"4R.\$M2 LC!C= M(J9&2YK:*TJU3+!T%!WUJU@|BR1.C'Y(E;
T(P6R|XW8#F:\$7Q',B(("P%<|D68L517"Q@H=%/N_7# MU_3Q*_&|H ML|6DS-NE|KK)-
|'^@+YSGOD.>Y0-Z&3Y5Y?(X|E_NZ='3+ M(TBEW'U1GIPN|SIRZ3>WGU_R_!=X/S"3-UP&Z*80P(

+Z9(@X@G]-9,CT8VMG/^MN^DJ;%^/5>7XBJHQ"F+UEL.[!&LR>^_N:'SA\XPDJ#O)"PV"4L,P5I&
MJQNC^UWTNLYD^<^KR^A6T2#>,02%T!G?BSC6X@H4E3#UK'R=NZ<#/#PQ'JN.A
M>2:GQIHJ@Z\$?;GVG'371#;P.!WU_N!_82GK0)#WH3/H1\K5(_1UYM\$SS+4L\+--C'5\$W,#\$TCY8W8>--
V.E-C%DA?>('\'(W4:49?;4HVBUG*1= MZ'6[L_B_D7+O'9\GM>\ZE=IR0PN>WM,,-/L/(Z\TN-
!S@V.G#\$VAY=2@<6IP.M0NF:9:NSYVEJQ-
W:KX'IY8NDU%C351IZ3(4M67,96/,9.%J/J6S=&FV_ ^A!'\$?^9^Z5U'5LJJC MJH0/F&V) 5'&=Q+I'JJ6HA57?
EJH!UV46^HT+0O-Q< 5X 4P/D^7M*Q6Y' M!6A^&YG!U!+ P04 " 4B&Q9=/9E9ZP# #H# &O
'AL+W=OU52 M,;7V4M;WMBVR:/FPN&.UH>K)EO\$*2I7D.UO4G."#\;I*VX\$PL"M<4"N9M'TK
MGDQ8(AN"DA4'HJDJS'_2Z@XIF=1X1I9\$?JI77+7L@24O
M*D)%P2C@9#NU9NA^&6M_"BS(\$=Q<@^TD@UC7W7C(9):4\$^(E"23F@&KRX\$L M2%EJ(C6-;SVG-0RI
T_O'IG?MMJ5E@T69,*ST4NIU,KLD!.MK@IY4=V?=\$Z M;/IFRU@IVG|PI+!|:
(&L\$9)52,"0570IHJ_1SZL#O&M\N 5KK=;6^2I'\$R82S(^:K=CT3>M^&ZW*JA>)VO)U=-"MQ%@O<>
<@)N42%R4X@WX%7Q:I^#FES<36ZJO=(2=I;SSCM=Y MAM<%[QF5>P&6-">Y(3Z)!I?
B+>5QD&H\RAIIEPD7)/Z#KCP%CC0\0SS65P? MHKD_+ 1E_!YI"=FN\$/6W9;/O3IK?
!TV0G*U;_!V);NCH\QT^EUV+VJO4 !_,SGIDF3I2Y(M7XCL24Z\((2?>)?:D@SH4'FC&*K4#?V=" M,;^9E+S8-
!)O2@ (D RN5)RI-Z>F8@Y99GPR'Q\$<(00!L.L.A^,(N2/=IJ 7AKIG1B/=1D8_!)GI-O(Z"L<-.L!MW!1=V?VY.-
Y&!V M(%P=U.!#4VW4)F7;A!\$&PO M=VIR;W-H965TTH-:%>DLI8\$6020XB;-H1@1E\$F=)F%OK
M+&%UY4S"6B-3"T'U\O*X:E,\QH>).I8OK9\@65+1/6S WE=K!2(RN!1,@#1, M2:1AE^*K!6(YI?
DAX1>#UAR-D:IDJH2##VZ*%\$<>"#CDUCM0\VK@&CCW1@IC ML??\$PY9>>#P^N'\+M;M;MM3
M>* 66'+%.\O'F!':V\O5/L=^GHNO5^NN E/ MU':YDOE&>6VL\$KW8\$0@FNS=I_ZK_#D2"^?
\$40IX(X<'<.;S3:TU!%B#M.AKXYX&?5R;I8R;3PFQ;@.?1O+> M;-F9Q: ^8_53-
"\$7S"Q1'\12\1P29DFHP+YV(0QPXXX\$S#M;3-W*>@COKX+MI
M82J:0XI=^QK0#>#LP\OQ+/IRAF\RI\$V""^2-.C/K28,XD)PJ&GUV;:V\DI(%5E6A.[?NEX/PI)=+J!|@EO?
64/ M@6_XX;K _@%02P,\$% _@%(AL69-TG.VA P J@P !D !X;."IW;W)K
M&ULQ5==;ILV%/TKA#8,+>!&'Y8M,,-.\$!96BW M(\$&SAV\$/M'1M\$Z5(EZ3LMKJ^EY2C*+8L+,:
OMCBO\DIY_"2NAKOI/JLUP"& M?"VXT!_O;*"Y Q74"6IZ M=GVW:CJ6I>%,P*TBNBP*JKY= 9>
IB1=ZCQUW;+4VML.?CC=T!/?=@/FUN%;;\ M.DK."A":24\$4+?">+ +RR,: (S3#HCV@.@0\$)\ |/> MOA-
;7.RKJFAT!&2.Z+L;(QF'YPW#HUJF+#+>&\4CC+\$F>E5J;.%':S*7Q8O) M:KW5A(JNH-
MK@3I#CFYR=\$:MF1TP:'R4%<,M_PB5-A M*JO?(FJ#%Y!I<I2B.70TIT9M6%,:=E+
ITZQ!D1MAJ%BQIZWJD3^@U>[. M:"J-X.&1IB@:A.\$I34FM*>G4I
(XR11XH+X'(Y6'NM8E*CO8@'251FHX.HJ!S MV3-S**U%I3_BP,VI7M>';\$LYQM!M%J7':1H-TS0I
<*A3PYD.C6J'1O_-H:SI M4:(O/Y:#JFYGO)F%7H(ZD0BC(Y6C:#1*DN1_9B>1,V6&P=,+/_@1J7#BQ._) M-
\$T)DI;3TJ98 ;>?,#;F^!T&995A8EIP:'9X54AGUWSK5J M#H_?F\$8#Y+P4',GIY=JJA058
%JY8IDF\^E,%5A6/?6A?C,E9_ ^T_2JBO\ (MU8IAX<=AB=#@ (L'14U5A7#6,W+C:&W;!^O-D M^BI02P,\$%
@ _%(AL6<10KAIQ @ _U@8 !D !X;."IW;W)K&ULM55=;YLP%/TK%I\VM!8(2?HQ@I2R3IO4;E&K=0_3-!FX
M!*L&,JLDJ;0?OVM#\$L2'JKM!;?QOS_ \$H\ C7X5;(1U4_+:(K>:463J%U?>FZ
M*BV@L!4U%#A3BYD235.Y=I5M02:65#)W8GGS=V2LIJ)0KNVDE\$H&LU9!2M) M5%.65#Y=1?;A>,
!^X4\MBZT67"CL*9KN ?H5Y)G+DI2\9*J!03%9&0+YRE M?QG/3+P->&"P58,Q,4H2(1I-Y&.V<#R3\$!'
(M6&@^M #)P;(DSC9\IH\$<: MX""9W\OM:.6A"J(!?_*,ETLG':9)#3ANLIL?T G1Z;8"JXLE^RI6(IAZ2-
MTJ+LP)A!R:KV3W==^0: 8'(\$,.,D DV< /S@""#1 8(6VF5E9\ZBF42C%ED@3 MC6QF8&MCCT\$UK#
(NWFN)NPQO.KJA"?#0U4AE%MRT@UVU,A(I)H#6JD/_/Q
M\QXH;^!F(LHWE/^KPGEF=ZA&>9YXPSJB\$CL2AK6C%0Y!-HS:HU^78+90+R M_E%
IH#;H!65^FFXL9)04Y:1ZQU>"(5@6F7DLRYDKB1\$161H5* @50\Z)'8T M27,#+U5-4U@X>,44R
TXT>M7_MQ\U*H"J!;,%J"-MD;1A.LA\$;I;.:9_)S
MG*M1)VM*ZO^6>6T/2*373B>|'%I'P>NHL#LJ;IK.G_=7:9IJ*I MT+@5?:()!^LL+LH&HP?:1HT=S?
&%QL\Z"LS^H;'C7"V=P:O:7L?IT A!%IYFO
M\J#KF(Y_2^6:58IPR!IG9XAD6R\:#01HK8=)1\$;VYH=%OCP@#0!N)\+H?<3 MT\OZIRSZ#5!+ P04 "
4B&Q9.W;?9R8# !,\$@ #0 'AL+W-T>6QE M#N)\.1.3GKWYU>\,.,.">A5W3X M#-
&+GKU0Y1K%Y./GR3\ECDE?IDMOAYI;K99\BI%"G+'=+2PV9;).%>RVYV(MN(#5I04+'JA(R90*/M,
<6#DMN-BX\ "B-3@@+C 9E\08IN6U\=2#Z^ C*&C;=YO2.EQH MNND/AJ0CU#>;9*9TOG2;ID^VHJ@R
MFH;5G3,A;N%Q^H\O;:_SG1WKP7)DMFD--4TGXSJ@OZOEM'=E7Z8;E/O\F4\K M.OU9IZ%
V8UF.5_7_77>&L#4^I@Z+4NO^2CX0A;3?I9"2=CNNA%2Z7Y+YL- M2F5N TR3X(%IP^>
ID9^;EG=L;EM.YOSX.C\OWUWG!)--4)JVM?^:5_G% MCJ/+?V6Y_JJR:-
CKL3DC7\O)X3&8C(_Y%4Y.A5F@R;LW'G-XI?MMH *Y M*?
D&KTNB2QK,5EP8+IO>DF<9DX\82MOZ,R^*N_IV_\$9R^E*F+L63\$G7_LHR MOBJ2=M0-
+\$0SJFM_@>GUX_8=R^;B.F-KEDV;KEI,ZF9@&S9K(4\70?8GCY5(=A,\4K\$ M9HJO-2#^=0-
&DOAW&\L#&#&P7L-J!_/X\4%-^3A3!KF+>L"<81Y(\$0Z_6_34:
MO\CJO/#OIP_VE\$11DO@1P/P.H@A#X&G\$\$,"0**K/P8/S*-R>4V"W^!D M-U!+ P04 " 4B&Q9EXJ!'. 3 @ "P
%IR96QS+RYR96QSG9*Y M;L.P#\$!_Q=">, ?0(8@S9?S6!D!5J(V!(!%BD6=OZ_!7&0"QFY/3P2W!YI
M0.TXI+;+J1C!\$%)I6M6X 4BV)8\HSI%"KM0L'C6'TD!\$VV-#L%HL/D N&6;W MO606IW.D5XA-
/E_G;@2=&A(E@6FD7)TZ(=I7=Q_:0T^FO8R*T>EOH^7% H5.J.W&.EC'%B MM\XU@LD/I'X 4\$L#!I0 (
!2(!%FW!\^>*>P0 (L? />&PO=VIR M;V)O;VLN>&ULO9E+;ILX\$(# "N%3>O#;>B1M@|I \$L?=-F-\$6=
I7=#2V"9* MD2Y))=W^ ^AU*;X3*8I#;+;\$ZV*)KZ-'Q\I/#3@W7?UM9^\$S!;?QLM MA?SJ9 M^&H'C?
2_V3T8O+.QKI\$!+|UVXO<9.UW *1DWPZ/9DT4IG1YT^MI9NDEI8 M
%50UF!A+/BJX,\$_WH^7XEYYM59:A7\FH^Z\AI%HE%&-@GU;#0=";^S#|I;
MIWY;\$Z1>5ADB@UNE\AJH&U M+Y'Q'K!R?I4&NU Z@)O+ % ^<;??*;&S^!;3Y#6Z.!P^ ^R">NE)\HIUL5
5S M6\4-F-#T8&.@;OU-Z/A)\$-S\$:*N+;U.+2! R2N#)I4U@WOBD^ ^JKNWSH@ M;A)#=ZKPAKNJ.W ^R
NMEK5^/1.G\$LM306B"ZY/',';'\S0'&TE ED04 6 M_R/D*D+\$'WAA-JCCE4T@2P*R?#/(5;15
GE,0\Z_&>2%|+L\$H2 /.&%_ (& MG-3I;I82)_DM5'&^)Y#O"PRCN"G"&^N#;?@F)PVP AE4LQ*6=DS-

XC84X MO);2X<[@SDGC9;??& @22\$D;&;HRF4>\$Q>K@X!|Q-@:G4L+P6V4=7H2B') (S.V0HX! ?Q M('DS
(A33R<'I1'| 4DY)/P2R? M_S 7;6@=B#|B|KQMQ)DQ+;ZAPP0G)9^"63Y/=AD)7&|V8I&FDPI*/@6S?%|
MQ.Y?M"DF)9^"63|TQBB53T')IV"6#XV9RJ>DY%,RRX?8QXW%69-B4O(IV<|: MJ|W;.,6DY%,RRX=
(J.2U\16DY%,RR^=Y4N5%!97DB0NS@IZE5UY&I/13,NN' M3+0,=NLEI9^263|_F0J?
O(WGR#C1KP(T<6|OI='C?)H/5B)*V6GG|GA|+>& M#;Y|_2<^PE-
Y)76U=")^| \$GL|CAFES:MUA=8=F.NK:P/9|F'<_#/_P)02P,\$ M% @%(AL6:DCVC>R 0 5|P:|H:|X:"|?28*
| #X('CA6 MBC1H3F7-6+| ^JT_6^_TS|NJ|:0YILVW3X+C?'=*TVN3|CD&'PW'H|F=4|V_W.P?S4QO_,
| %9K;+ ^-\$LOO?Q MD\8"Z:|BMM8LS58%YWZYBC53CN;MLI7"|R=)Y<#6;+;=7-EE%*TD\$*05H^ MR"#
(R@RP>|0-|+ ^;)!\$W*|D091P2)/6P
M)M!:D&LA\%H0;"\$06Y|L(3!;\$&TA4%N0;2%P6Q|N(9!;D&XAL%L0;R'06U%O
M)=!;46|ET%M|'IL\$>BOJK01Z*^JM!'HKZ|Ts>BOJK01Z*^JM!'HKZ|Ts>BOJ
MK01Z&^IM!'H:ZFT\$>AOJ:01Z6^ ^PA\$|O0|V-0&| #08U;T:|C4|O0|V-0&| # MO8U;T:|C4|O1|V=0&|'O9U
;T>|G4|O1|V=0&_O'783Z.VHMQ/H|:BW\$^CM MJ+<_4N^43|N8;CW7-;|_D53G|
|/O|OK+|KK98^>"5:'WO(F0?6F:2>*H|DGO<3>QS9HDVMJJS'2(XVS= MY-|2|ON\$-
|LYOBBM+X?)R3L9\$(|G/?MWKFIPK<^K-M LONHZSV*9B/FPK MNGY\$B=Z-/
YF5%NLE4=EZ3>_M*Y+XA"7:6|HOWSR2'N.VN_.K|KLRYP#AS MYHSU|<0<71YW;)V|<#&0N1">?
X3CXFQ|_7?1^UIYY3_CMN|X=QR^X|/.MN MU^_QUS,^UK^P#P'2AP3I0X'T<0/2QPBDCUN0/NY
^K@/'Z8/41|:\$96CD,|I M3.4H|'(453D*JQS%58X"*T>15: #(*E|D%2BR"A19|8JL D56@2*K0)%5H,@|
M4&25*+)%%DEBJP215:)(JM\$D56BR"119)4HLDH4616*K I%5H4BJT*15:('
MJE|D52BRJO^4|=V8Y5_ ^&KO::W+YI#|NK^+TT|02P\$"%_4 " 4B&Q9 M|T%-8H\$ "O \$ @ \$
9&|C4')O<'087|P+GAM M; %!+ 0(4 Q0 (-!2(:%E:;="|0 "L" 1 " :| M :|D;V-0&UL4\$|! A0# M% @%(AL64-
/5|O(|0 WOX !@ ('!# @ 'AL+W=O M&PO=V|JR:W-H965T&UL4\$|! A0#% @%(AL60|B|JN0 M"0 W#8 !@
('!'GA@ 'AL+W=O&PO=V|JR:W-H965T&UL4\$|! A0#% @%(AL6:)G46TA! 8PD !@ M ('!#\$8
'AL+W=O&PO=V|JR:W-H965T&UL4\$|! A0# M% @%(AL68O\$?96#"0 8A4 !D ('!@U('AL+W=O
M&PO=V|JR:W-H965T&UL4\$|! A0#% @%(AL6=78 M"X(3".14 !D ('!>FX 'AL+W=O&PO=V|JR:W-
H965T@, #T(9 " @=IZ :X;"|W;W)K&UL4\$|! A0#% @%(AL66Z\$5RN9!0 '0T !D M ('!BW'X 'AL+W=O&PO
M=V|JR:W-H965T&UL4\$|! A0#% @%(AL6>1ZUO|/ P J @ !D ('! MVHL 'AL+W=O&PO=V|JR:W-
H965T&UL4\$|! A0#% M @%(AL67F)6J.V!@ Z T !D ('!9D 'AL+W=O&PO=V|JR:W-H965T&UL4\$|! A0#%
@%(AL61C|;#&; M! V L !D ('!JP 'AL+W=O&PO=V|JR:W-H965T:X#?, % '9 " @72T :X;"|W;W)K&UL4\$|!
A0#% @%(AL6>W_-ZYA P |@| !D M ('!|@ 'AL+W=O&PO=V|JR M:W-H965T&UL M4\$|! A0#% @%
(AL6:|@?D"| P \$Q\$!D ('!R<(' M 'AL+W=O&PO=V|JR:W-H965T&UL4\$|! A0#% @ M%(AL6:V Z3_D"P 17\$
!D ('!&| 'AL+W=O&PO=V|JR:W-H965T&UL4\$|! A0#% @%(AL62@d%&U!" M4T, !D ('!@>8
'AL+W=O&PO=V|JR:W-H965T&UL4\$|! A0#% @%(AL68Z5I')6! @!< !D M ('!4?< 'AL+W=O^P
>&PO=V|JR:W-H M965T&UL4\$|! M A0#% @%(AL6:5^K1=5!)QD !D ('!OP\$! 'AL M+W=O&PO=V|JR:W-
H965T&UL4\$|! A0#% @%(AL M69-TG.VA P J@P !D ('!&PO=V|JR:W-H965T7|E&UL4\$|!@ W- #< ^X
% XML 70 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.innerHTML=p+a.innerHTML.substring(1)}}} XML 71
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 73 FilingSummary.xml IDEA: XBRL DOCUMENT 3.24.3 html2342221false990false6 falsefalseR1.htm0000001 - Document - Document And Entity InformationSheethttp://www.pangaeals.com/role/DocumentAndEntityInformationDocument And Entity InformationCover1 falsefalseR2.htm9952151 - Statement - Consolidated Balance SheetsSheethttp://www.pangaeals.com/role/ConsolidatedBalanceSheetsConsolidated Balance SheetsStatements2 falsefalseR3.htm9952152 - Statement - Consolidated Balance Sheets (Parenthetical)Sheethttp://www.pangaeals.com/role/ConsolidatedBalanceSheetsParentheticalConsolidat Balance Sheets (Parenthetical)Statements3 falsefalseR4.htm9952153 - Statement - Consolidated Statements of IncomeSheethttp://www.pangaeals.com/role/ConsolidatedStatementsofIncomeConsolidated Statements of IncomeStatements4 falsefalseR5.htm9952154 - Statement - Consolidated Statements of Stockholders' EquitySheethttp://www.pangaeals.com/role/ConsolidatedStatementsofStockholdersEquityConsolidated Statements of Stockholders' EquityStatements5 falsefalseR6.htm9952155 - Statement - Consolidated Statements of Cash FlowsSheethttp://www.pangaeals.com/role/ConsolidatedStatementsofCashFlowsConsolidated Statements of Cash FlowsStatements6 falsefalseR7.htm9952156 - Disclosure - General Information and Recent EventsSheethttp://www.pangaeals.com/role/GeneralInformationandRecentEventsGeneral Information and Recent EventsNotes7 falsefalseR8.htm9952157 - Disclosure - Basis of Presentation and Significant Accounting PoliciesSheethttp://www.pangaeals.com/role/BasisofPresentationandSignificantAccountingPoliciesBasis of Presentation and Significant Accounting PoliciesNotes8 falsefalseR9.htm9952158 - Disclosure - Cash and Cash EquivalentsSheethttp://www.pangaeals.com/role/CashandCashEquivalentsCash and Cash EquivalentsNotes9 falsefalseR10.htm9952159 - Disclosure - Fixed AssetsSheethttp://www.pangaeals.com/role/FixedAssetsFixed AssetsNotes10 falsefalseR11.htm9952160 - Disclosure - DebtSheethttp://www.pangaeals.com/role/DebtDebtNotes11 falsefalseR12.htm9952161 - Disclosure - Finance LeasesSheethttp://www.pangaeals.com/role/FinanceLeasesFinance LeasesNotes12 falsefalseR13.htm9952162 - Disclosure - Derivative Instruments and Fair Value MeasurementsSheethttp://www.pangaeals.com/role/DerivativeInstrumentsandFairValueMeasurementsDe Instruments and Fair Value MeasurementsNotes13 falsefalseR14.htm9952163 - Disclosure - Related Party TransactionsSheethttp://www.pangaeals.com/role/RelatedPartyTransactionsRelated Party TransactionsNotes14 falsefalseR15.htm9952164 - Disclosure - Commitments and ContingenciesSheethttp://www.pangaeals.com/role/CommitmentsandContingenciesCommitments and ContingenciesNotes15 falsefalseR16.htm9952165 - Disclosure - Other Long-Term LiabilitiesSheethttp://www.pangaeals.com/role/OtherLongTermLiabilitiesOther Long-Term LiabilitiesNotes16 falsefalseR17.htm9952166 - Disclosure - Earnings Per ShareSheethttp://www.pangaeals.com/role/EarningsPerShareEarnings Per ShareNotes17 falsefalseR18.htm9952167 - Disclosure - Subsequent EventsSheethttp://www.pangaeals.com/role/SubsequentEventsSubsequent EventsNotes18 falsefalseR19.htm9952168 - Disclosure - Business Combinations and Asset AcquisitionsSheethttp://www.pangaeals.com/role/BusinessCombinationsandAssetAcquisitionsBusiness Combinations and Asset AcquisitionsNotes19 falsefalseR20.htm9954472 - Disclosure - Basis of Presentation and Significant Accounting Policies (Tables)Sheethttp://www.pangaeals.com/role/BasisofPresentationandSignificantAccountingPoliciesTable of Presentation and Significant Accounting Policies (Tables)Tableshthttp://www.pangaeals.com/role/BasisofPresentationandSignificantAccountingPolicies20 falsefalseR21.htm9954473 - Disclosure - Cash and Cash Equivalents (Tables)Sheethttp://www.pangaeals.com/role/CashandCashEquivalentsTablesCash and Cash Equivalents (Tables)Tableshthttp://www.pangaeals.com/role/CashandCashEquivalents21 falsefalseR22.htm9954474 - 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Basis of presentation describes the underlying basis used to prepare the financial statements (for example, US Generally Accepted Accounting Principles, Other Comprehensive Basis of Accounting, IFRS)." } } }, "auth_ref": { "r55", "r82", "r83" } }, "us-gaap_CashAndCashEquivalentsAbstract": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "CashAndCashEquivalentsAbstract", "lang": { "en-us": { "role": { "label": "Cash and Cash Equivalents [Abstract]" } } }, "auth_ref": { } }, "us-gaap_CashAndCashEquivalentsAtCarryingValue": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "CashAndCashEquivalentsAtCarryingValue", "crdr": "debit", "calculation": { "http://www.pangaeals.com/role/ConsolidatedBalanceSheets": { "parentTag": "us-gaap_AssetsCurrent", "weight": 1.0, "order": 3.0 } }, "presentation": { "http://www.pangaeals.com/role/CashandCashEquivalentsDetails", "http://www.pangaeals.com/role/ConsolidatedBalanceSheets" }, "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. 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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": { "r15", "r79", "r147" } }, "us-gaap_CashCashEquivalentsRestrictedCashAndRestrictedCashEquivalentsPeriodIncreaseDecreaseIncludingEx": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "CashCashEquivalentsRestrictedCashAndRestrictedCashEquivalentsPeriodIncreaseDecreaseIncludingEx", "crdr": "debit", "calculation": { "http://www.pangaeals.com/role/ConsolidatedStatementsofCashFlows": { "parentTag": null, "weight": null, "order": null, "root": true } }, "presentation": { "http://www.pangaeals.com/role/ConsolidatedStatementsofCashFlows" }, "lang": { "en-us": { "role": { "totalLabel": "Net change in cash and cash equivalents", "label": "Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents, Period Increase (Decrease), Including Exchange Rate Effect", "documentation": "Amount of increase (decrease) in cash, cash equivalents, and cash and cash equivalents restricted to withdrawal or usage; including effect from exchange rate change. Cash includes, but is not limited to, currency on hand, demand deposits with banks or financial institutions, and other accounts with general characteristics of demand deposits. Cash equivalents include, but are not limited to, short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates." } } }, "auth_ref": { "r2", "r79" } }, "panl_CharterHireExpense": { "xbrltype": "monetaryItemType", "nsuri": "http://www.pangaeals.com/20240930", "localname": "CharterHireExpense", "crdr": "debit", "calculation": { "http://www.pangaeals.com/role/ConsolidatedStatementsofIncome": { "parentTag": "us-gaap_OperatingExpenses", "weight": 1.0, "order": 1.0 } }, "presentation": { "http://www.pangaeals.com/role/ConsolidatedStatementsofIncome" }, "lang": { "en-us": { "role": { "verboseLabel": "Charter hire expense", "label": "Charter Hire Expense", "documentation": "Expense Incurred towards hire of Charter." } } }, "auth_ref": { } }, "panl_CharterMember": { "xbrltype": "domainItemType", "nsuri": "http://www.pangaeals.com/20240930", "localname": "CharterMember", "presentation": { "http://www.pangaeals.com/role/ConsolidatedStatementsofIncome" }, "lang": { "en-us": { "role": { "terseLabel": "Charter revenue", "label": "Charter [Member]", "documentation": "Charter [Member]" } } }, "auth_ref": { } }, "dei_CityAreaCode": { "xbrltype": "normalizedStringItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "CityAreaCode", "presentation": { "http://www.pangaeals.com/role/DocumentAndEntityInformation" }, "lang": { "en-us": { "role": { "terseLabel": "City Area Code", "label": "City Area Code", "documentation": "Area code of city" } } }, "auth_ref": { } }, "us-gaap_CommitmentsAndContingencies": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "CommitmentsAndContingencies", "crdr": "credit", "calculation": { "http://www.pangaeals.com/role/ConsolidatedBalanceSheets": { "parentTag": "us-gaap_LiabilitiesAndStockholdersEquity", "weight": 1.0, "order": 5.0 } }, "presentation": { "http://www.pangaeals.com/role/ConsolidatedBalanceSheets" }, "lang": { "en-us": { "role": { "terseLabel": "Commitments and contingencies - Note 9", "label": "Commitments and Contingencies", "documentation": "Represents the caption on the face of the balance sheet to indicate that the entity

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

, "auth_ref": { "r63", "r105", "r393", "r452" } }, "us-gaap_CommitmentsAndContingenciesDisclosureAbstract": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "CommitmentsAndContingenciesDisclosureAbstract", "lang": { "en-us": { "role": { "terseLabel": "Commitments and Contingencies Disclosure [Abstract]", "label": "Commitments and Contingencies Disclosure [Abstract]" } } }, "auth_ref": { } }, "us-gaap_CommitmentsAndContingenciesDisclosureTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "CommitmentsAndContingenciesDisclosureTextBlock", "presentation": { "http://www.pangaeals.com/role/CommitmentsandContingencies", "lang": { "en-us": { "role": { "terseLabel": "Commitments and Contingencies", "label": "Commitments and Contingencies Disclosure [Text Block]", "documentation": "The entire disclosure for commitments and contingencies." } } }, "auth_ref": { "r89", "r218", "r219", "r529", "r644", "r649" } }, "panl_CommitmentsAndContingenciesTable": { "xbrltype": "stringItemType", "nsuri": "http://www.pangaeals.com/20240930", "localname": "CommitmentsAndContingenciesTable", "presentation": { "http://www.pangaeals.com/role/CommitmentsandContingenciesAdditionalInformationDetails", "lang": { "en-us": { "role": { "terseLabel": "Commitments and Contingencies [Table]", "label": "Commitments and Contingencies [Table]", "documentation": "This table lists the commitments and contingencies. 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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": { "r65" } }, "us-gaap_CommonStockSharesOutstanding": { "xbrltype": "sharesItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "CommonStockSharesOutstanding", "presentation": { "http://www.pangaeals.com/role/ConsolidatedBalanceSheetsParenthetical", "lang": { "en-us": { "role": { "verboseLabel": "Common stock, shares outstanding (in shares)", "label": "Common Stock, Shares, Outstanding", "documentation": "Number of shares of common stock outstanding. 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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": { "r65", "r396", "r580" } }, "us-gaap_ContractWithCustomerLiabilityCurrent": { "xbrltype": "monetaryItemType", "nsuri":

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As a noncash item, the net amount is added back to net income when calculating cash provided by or used in operations using the indirect method." } } } }, "auth_ref": ["r5"] }, "us-gaap_DepreciationDepletionAndAmortization": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DepreciationDepletionAndAmortization", "crdr": "debit", "calculation": { "http://www.pangaeals.com/role/ConsolidatedStatementsOfCashFlows": { "parentTag": "us-gaap_NetCashProvidedByUsedInOperatingActivities", "weight": 1.0, "order": 3.0 } }, "presentation": { "http://www.pangaeals.com/role/ConsolidatedStatementsOfCashFlows": { "lang": { "en-us": { "role": { "verboseLabel": "Depreciation and amortization expense", "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": ["r5", "r178", "r183", "r187", "r550", "r551"] }, "us-gaap_DerivativeAssets": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeAssets", "crdr": "debit", "presentation": { "http://www.pangaeals.com/role/DerivativeInstrumentsandFairValueMeasurementsScheduleofDerivative": { "lang": { "en-us": { "role": { "terseLabel": "Asset Derivative", "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": ["r134", "r135", "r303", "r304", "r309", "r311", "r432", "r433", "r434", "r436", "r437", "r439", "r440", "r441", "r443", "r444", "r459", "r460", "r511", "r514", "r516", "r517", "r518", "r519", "r547", "r571", "r574", "r597", "r663", "r664", "r665", "r727"] }, "us-gaap_DerivativeAssetsCurrent": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeAssetsCurrent", "crdr": "debit", "calculation": { "http://www.pangaeals.com/role/BasisofPresentationandSignificantAccountingPoliciesAdvanceHirePrepa": { "parentTag": "us-gaap_PrepaidExpenseAndOtherAssetsCurrent", "weight": 1.0, "order": 6.0 } }, "presentation": { "http://www.pangaeals.com/role/BasisofPresentationandSignificantAccountingPoliciesAdvanceHirePrepa": { "lang": { "en-us": { "role": { "terseLabel": "Derivative assets", "label": "Derivative Asset, Current", "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, expected to be settled within one year or normal operating cycle, if longer. Includes assets not subject to a master netting arrangement and not elected to be offset." } } } }, "auth_ref": ["r134"] }, "us-gaap_DerivativeCapInterestRate": { "xbrltype": "percentItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeCapInterestRate", "presentation": { "http://www.pangaeals.com/role/FinanceLeasesScheduleOfFinanceLeasesDetails": { "lang": { "en-us": { "role": { "terseLabel": "Interest rate cap", "label": "Derivative, Cap Interest Rate", "documentation": "Cap rate on an interest rate derivative such as an interest rate cap or collar. If market rates exceed the cap rate, a payment or receipt is triggered on the contract." } } } }, "auth_ref": [] }, "us-gaap_DerivativeContractTypeDomain": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeContractTypeDomain", "presentation": { "http://www.pangaeals.com/role/DerivativeInstrumentsandFairValueMeasurementsScheduleofDerivative": { "http://www.pangaeals.com/role/DerivativeInstrumentsandFairValueMeasurementsUnrealizedGainLossOn": { "http://www.pangaeals.com/role/FinanceLeasesScheduleOfFinanceLeasesDetails": { "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": ["r441", "r444", "r458", "r459", "r460", "r461", "r462", "r463", "r464", "r467", "r468", "r469", "r470", "r484", "r485", "r486", "r487", "r490", "r491", "r492", "r493", "r511", "r512", "r516", "r518", "r595", "r597", "r666", "r667", "r668", "r669", "r670", "r671", "r672", "r673"] }, "us-gaap_DerivativeGainLossOnDerivativeNet": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeGainLossOnDerivativeNet", "crdr": "credit", "presentation": {

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Includes liabilities not subject to a master netting arrangement and not elected to be offset." } } }, "auth_ref": ["r134", "r135", "r303", "r304", "r309", "r311", "r432", "r433", "r434", "r436", "r439", "r440", "r441", "r443", "r444", "r467", "r469", "r470", "r512", "r513", "r514", "r516", "r517", "r518", "r519", "r547", "r663", "r664", "r665", "r727"] }, "us-gaap_DerivativesAndFairValueTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativesAndFairValueTextBlock", "presentation": { "http://www.pangaeals.com/role/DerivativeInstrumentsandFairValueMeasurements"] }, "lang": { "en-us": { "role": { "terseLabel": "Derivatives Instruments and Fair Value Measurements", "label": "Derivatives and Fair Value [Text Block]", "documentation": "The entire disclosure for derivatives and fair value of assets and liabilities." } } }, "auth_ref": ["r96", "r98"] }, "us-gaap_DerivativesFairValueLineItems": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativesFairValueLineItems", "presentation": { "http://www.pangaeals.com/role/DerivativeInstrumentsandFairValueMeasurementsScheduleofDerivative", "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_Dividends": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "Dividends", "crdr": "debit", "presentation": { "http://www.pangaeals.com/role/RelatedPartyTransactionsAdditionalInformationDetails"] }, "lang": { "en-us": { "role": { "terseLabel": "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." } } }, "auth_ref": ["r3", "r93"] }, "us-gaap_DividendsCommonStock": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DividendsCommonStock", "crdr": "debit", "presentation": { "http://www.pangaeals.com/role/ConsolidatedStatementsOfStockholdersEquity"] }, "lang": { "en-us": { "role": { "negatedTerseLabel": "Common Stock Dividend", "label": "Dividends, Common Stock", "documentation": "Amount of paid and unpaid common stock dividends declared with the form of settlement in cash, stock and payment-in-kind (PIK)." } } }, "auth_ref": ["r3", "r93"] }, "us-gaap_DividendsPayableAmountPerShare": { "xbrltype": "perShareItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DividendsPayableAmountPerShare", "presentation": { "http://www.pangaeals.com/role/SubsequentEventsDetails"] }, "lang": { "en-us": { "role": { "terseLabel": "Dividends Payable, Amount Per Share", "label": "Dividends Payable, Amount Per Share", "documentation": "The per share amount of a dividend declared, but not paid, as of the financial reporting date." } } }, "auth_ref": ["r16"] }, "us-gaap_DividendsPayableCurrent": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DividendsPayableCurrent", "crdr": "credit", "calculation": { "http://www.pangaeals.com/role/ConsolidatedBalanceSheets": { "parentTag": "us-gaap_LiabilitiesCurrent", "weight": 1.0, "order": 5.0 } }, "presentation": { "http://www.pangaeals.com/role/ConsolidatedBalanceSheets"] }, "lang": { "en-us": { "role": {

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"panl_EarningsAttributableToNoncontrollingInterestRecordedAsInterestExpense": { "xbrltype": "monetaryItemType", "nsuri": "http://www.pangaeals.com/20240930", "localname": "EarningsAttributableToNoncontrollingInterestRecordedAsInterestExpense", "crdr": "debit", "calculation": { "http://www.pangaeals.com/role/ConsolidatedStatementsofCashFlows": { "parentTag": "us-gaap_NetCashProvidedByUsedInOperatingActivities", "weight": 1.0, "order": 11.0 } }, "presentation": { "http://www.pangaeals.com/role/ConsolidatedStatementsofCashFlows", "http://www.pangaeals.com/role/OtherLongTermLiabilitiesDetails" }, "lang": { "en-us": { "role": { "terseLabel": "Earnings attributable to non-controlling interest recorded as other long term liability", "label": "Earnings Attributable To Noncontrolling Interest Recorded As Interest Expense", "documentation": "Earnings Attributable To Noncontrolling Interest Recorded As Interest Expense" } } }, "auth_ref": [] }, "us-gaap_EarningsPerShareAbstract": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "EarningsPerShareAbstract", "presentation": { "http://www.pangaeals.com/role/ConsolidatedStatementsofIncome" }, "lang": { "en-us": { "role": { "verboseLabel": "Earnings per common share:", "terseLabel": "Earnings Per Share [Abstract]", "label": "Earnings Per Share [Abstract]" } } }, "auth_ref": [] }, "us-gaap_EarningsPerShareBasic": { "xbrltype": "perShareItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "EarningsPerShareBasic", "presentation": { "http://www.pangaeals.com/role/ConsolidatedStatementsofIncome", "http://www.pangaeals.com/role/EarningsPerShareDetails" }, "lang": { "en-us": { "role": { "terseLabel": "Basic (in dollars per share)", "label": "Earnings Per Share, Basic", "documentation": "The amount of net income (loss) for the period per each share of common stock or unit outstanding during the reporting period." } } }, "auth_ref": ["r141", "r157", "r158", "r159", "r160", "r161", "r162", "r167", "r169", "r171", "r172", "r173", "r177", "r279", "r284", "r300", "r301", "r388", "r407", "r548"] }, "us-gaap_EarningsPerShareDiluted": { "xbrltype": "perShareItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "EarningsPerShareDiluted", "presentation": { "http://www.pangaeals.com/role/ConsolidatedStatementsofIncome", "http://www.pangaeals.com/role/EarningsPerShareDetails" }, "lang": { "en-us": { "role": { "terseLabel":

"Diluted (in dollars per share)", "label": "Earnings Per Share, Diluted", "documentation": "The amount of net income (loss) for the period available to each share of common stock or common unit outstanding during the reporting period and to each share or unit that would have been outstanding assuming the issuance of common shares or units for all dilutive potential common shares or units outstanding during the reporting period." } }], "auth_ref": ["r141", "r157", "r158", "r159", "r160", "r161", "r162", "r169", "r171", "r172", "r173", "r177", "r279", "r284", "r300", "r301", "r388", "r407", "r548"] }, "panl_EarningsPerShareOtherDisclosureAbstract": { "xbrltype": "stringItemType", "nsuri": "http://www.pangaeals.com/20240930", "localname": "EarningsPerShareOtherDisclosureAbstract", "presentation": ["http://www.pangaeals.com/role/ConsolidatedStatementsOfIncome"], "lang": { "en-us": { "role": { "terseLabel": "Weighted average shares used to compute earnings per common share:", "label": "Earnings Per Share, Other Disclosure [Abstract]", "documentation": "Earnings Per Share, Other Disclosure" } } }, "auth_ref": [] }, "us-gaap_EarningsPerShareTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "EarningsPerShareTextBlock", "presentation": ["http://www.pangaeals.com/role/EarningsPerShare"], "lang": { "en-us": { "role": { "terseLabel": "Earnings Per Share", "label": "Earnings Per Share [Text Block]", "documentation": "The entire disclosure for earnings per share." } } }, "auth_ref": ["r166", "r174", "r175", "r176"] }, "us-gaap_EnergyRelatedDerivativeMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "EnergyRelatedDerivativeMember", "presentation": ["http://www.pangaeals.com/role/DerivativeInstrumentsandFairValueMeasurementsUnrealizedGainLossor", "lang": { "en-us": { "role": { "terseLabel": "Fuel Swap Contracts", "label": "Energy Related Derivative [Member]", "documentation": "Derivative instrument whose primary underlying risk is tied to energy, for example, but not limited to, crude oil, electricity and natural gas." } } }, "auth_ref": [] }, "dei_EntityAddressAddressLine1": { "xbrltype": "normalizedStringItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityAddressAddressLine1", "presentation": ["http://www.pangaeals.com/role/DocumentAndEntityInformation"], "lang": { "en-us": { "role": { "terseLabel": "Entity Address, Address Line One", "label": "Entity Address, Address Line One", "documentation": "Address Line 1 such as Attn, Building Name, Street Name" } } }, "auth_ref": [] }, "dei_EntityAddressCityOrTown": { "xbrltype": "normalizedStringItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityAddressCityOrTown", "presentation": ["http://www.pangaeals.com/role/DocumentAndEntityInformation"], "lang": { "en-us": { "role": { "terseLabel": "Entity Address, City or Town", "label": "Entity Address, City or Town", "documentation": "Name of the City or Town" } } }, "auth_ref": [] }, "dei_EntityAddressPostalZipCode": { "xbrltype": "normalizedStringItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityAddressPostalZipCode", "presentation": ["http://www.pangaeals.com/role/DocumentAndEntityInformation"], "lang": { "en-us": { "role": { "terseLabel": "Entity Address, Postal Zip Code", "label": "Entity Address, Postal Zip Code", "documentation": "Code for the postal or zip code" } } }, "auth_ref": [] }, "dei_EntityAddressStateOrProvince": { "xbrltype": "stateOrProvinceItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityAddressStateOrProvince", "presentation": ["http://www.pangaeals.com/role/DocumentAndEntityInformation"], "lang": { "en-us": { "role": { "terseLabel": "Entity Address, State or Province", "label": "Entity Address, State or Province", "documentation": "Name of the state or province." } } }, "auth_ref": [] }, "dei_EntityCentralIndexKey": { "xbrltype": "centralIndexKeyItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityCentralIndexKey", "presentation": ["http://www.pangaeals.com/role/DocumentAndEntityInformation"], "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": ["r607"] }, "dei_EntityCommonStockSharesOutstanding": { "xbrltype": "sharesItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityCommonStockSharesOutstanding", "presentation": ["http://www.pangaeals.com/role/DocumentAndEntityInformation"], "lang": { "en-us": { "role": { "terseLabel": "Entity Common Stock, Shares Outstanding", "label": "Entity Common Stock, Shares Outstanding", "documentation": "Indicate number of shares or other units outstanding of each of registrant's classes of capital or common stock or other ownership interests, if and as stated on cover of related periodic report. Where multiple classes or units exist define each class/interest by adding class of stock items such as Common Class A [Member], Common Class B [Member] or Partnership Interest [Member] onto the Instrument [Domain] of the Entity Listings, Instrument." } } }, "auth_ref": [] }, "dei_EntityCurrentReportingStatus": { "xbrltype": "yesNoItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityCurrentReportingStatus", "presentation": ["http://www.pangaeals.com/role/DocumentAndEntityInformation"], "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_EntityDomain": { "xbrltype": "domainItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityDomain", "presentation": [

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entities being reported upon in a document. Any legal structure used to conduct activities or to hold
assets. Some examples of such structures are corporations, partnerships, limited liability companies,
grantor trusts, and other trusts. This item does not include business and geographical segments which
are included in the geographical or business segments domains." } } }, "auth_ref": [] },
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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": ["r607"] }, "dei_EntityIncorporationStateCountryCode": { "xbrltype":
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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": ["r611"] }, "dei_EntityRegistrantName": { "xbrltype": "normalizedStringItemType",
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SEC." } } }, "auth_ref": ["r607"] }, "dei_EntityShellCompany": { "xbrltype": "booleanItemType",
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 "The difference between the carrying value and the sale price of real estate or properties that were
 intended to be sold or held for capital appreciation or rental income. This element refers to the gain
 (loss) included in earnings and not to the cash proceeds of the sale. This element is a noncash
 adjustment to net income when calculating net cash generated by operating activities using the
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 the manufacture, sale or creation of a product or product line." } } }, "auth_ref": { "r73", "r476" } },
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 method investee's income (loss)." } } }, "auth_ref": { "r5", "r71", "r108", "r178", "r184", "r187", "r194",
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Included in this element is interest derived from investments in debt securities, cash and cash equivalents, and other investments which reflect the time value of money or transactions in which the payments are for the use or forbearance of money and other income from ancillary business-related activities (that is, excluding major activities considered part of the normal operations of the business)." } } } }, "auth_ref": [] }, "us-gaap_InterestRateCapMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "InterestRateCapMember", "presentation": { "http://www.pangaeals.com/role/DerivativeInstrumentsandFairValueMeasurementsScheduleofDerivative

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associated with an increase in interest rates. If rates go above a specified interest-rate-level (the strike
price or the cap rate), the cap holder is entitled to receive cash payments equal to the excess of the
market rate over the strike price multiplied by the notional principal amount." } } }, "auth_ref": {
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Generally, only investments with original maturities of three months or less qualify as cash equivalents by definition. Original maturity means an original maturity to the entity holding the investment. For example, both a three-month US Treasury bill and a three-year Treasury note purchased three months from maturity qualify as cash equivalents. However, a Treasury note purchased three-years ago does not become a cash equivalent when its remaining maturity is three months." } } }, "auth_ref": { } }, "panl_MvBULKBRENTONMember": { "xbrltype": "domainItemType", "nsuri": "http://www.pangaeals.com/20240930", "localname": "MvBULKBRENTONMember", "presentation": { "http://www.pangaeals.com/role/FixedAssetsDetails" }, "lang": { "en-us": { "role": { "terseLabel": "mv BULK BRENTON", "label": "mv BULK BRENTON [Member]", "documentation": "mv BULK BRENTON" } } }, "auth_ref": { } }, "panl_MvBULKCOURADEOUSMember": { "xbrltype": "domainItemType", "nsuri": "http://www.pangaeals.com/20240930", "localname": "MvBULKCOURADEOUSMember", "presentation": { "http://www.pangaeals.com/role/FixedAssetsDetails" }, "lang": { "en-us": { "role": { "terseLabel": "mv BULK COURADEOUS", "label": "mv BULK COURADEOUS [Member]", "documentation": "mv BULK SPIRIT [Member]" } } }, "auth_ref": { } }, "panl_MvBULKConcordMember": { "xbrltype": "domainItemType", "nsuri": "http://www.pangaeals.com/20240930", "localname": "MvBULKConcordMember", "presentation": { "http://www.pangaeals.com/role/FinanceLeasesScheduleOfFinanceLeasesDetails" }, "lang": { "en-us": { "role": { "terseLabel": "mv BULK Concord", "label": "mv BULK Concord [Member]", "documentation": "mv BULK Concord" } } }, "auth_ref": { } }, "panl_MvBULKIndependenceMember": { "xbrltype": "domainItemType", "nsuri": "http://www.pangaeals.com/20240930", "localname": "MvBULKIndependenceMember", "presentation": { "http://www.pangaeals.com/role/FixedAssetsDetails" }, "lang": { "en-us": { "role": { "terseLabel": "Mv BULK Independence", "label": "Mv BULK Independence [Member]", "documentation": "Mv BULK Independence [Member]" } } }, "auth_ref": { } }, "panl_MvBULKNEWPORTMember": { "xbrltype": "domainItemType", "nsuri": "http://www.pangaeals.com/20240930", "localname": "MvBULKNEWPORTMember", "presentation": { "http://www.pangaeals.com/role/FixedAssetsDetails" }, "lang": { "en-us": { "role": { "terseLabel": "mv BULK NEWPORT", "label": "mv BULK NEWPORT [Member]" } } }, "auth_ref": { } }, "panl_MvBULKPATIENCERMember": { "xbrltype": "domainItemType", "nsuri": "http://www.pangaeals.com/20240930", "localname": "MvBULKPATIENCERMember", "presentation": { "http://www.pangaeals.com/role/FixedAssetsDetails" }, "lang": { "en-us": { "role": { "terseLabel": "mv BULK PANGAEA", "label": "mv BULK PATIENCE [Member]" } } }, "auth_ref": { } }, "panl_MvBULKPROMISEMember": { "xbrltype": "domainItemType", "nsuri": "http://www.pangaeals.com/20240930", "localname": "MvBULKPROMISEMember", "presentation": { "http://www.pangaeals.com/role/FixedAssetsDetails" }, "lang": { "en-us": { "role": { "terseLabel": "mv BULK PROMISE", "label": "mv BULK PROMISE [Member]", "documentation": "mv BULK PROMISE [Member]" } } }, "auth_ref": { } }, "panl_MvBULKSACHUESTMember": { "xbrltype": "domainItemType", "nsuri": "http://www.pangaeals.com/20240930", "localname": "MvBULKSACHUESTMember", "presentation": { "http://www.pangaeals.com/role/FixedAssetsDetails" }, "lang": { "en-us": { "role": { "terseLabel": "mv BULK SACHUEST", "label": "mv BULK SACHUEST [Member]", "documentation": "mv BULK SACHUEST" } } }, "auth_ref": { } }, "panl_MvBULKTRIDENTMember": { "xbrltype": "domainItemType", "nsuri": "http://www.pangaeals.com/20240930", "localname":

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 Includes, but is not limited to, quantification of the expected or actual impact." } } }, "auth_ref": [] },
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Examples include, but are not limited to, land, buildings, machinery and equipment, office equipment, and furniture and fixtures." } } }, "auth_ref": { "r6", "r332", "r390", "r401", "r580" } }, "us-gaap_PropertyPlantAndEquipmentOtherNet": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PropertyPlantAndEquipmentOtherNet", "crdr": "debit", "calculation": { "http://www.pangaeals.com/role/FixedAssetsDetails": { "parentTag": "us-gaap_PropertyPlantAndEquipmentNet", "weight": 1.0, "order": 2.0 } }, "presentation": { "http://www.pangaeals.com/role/FixedAssetsDetails" } }, "lang": { "en-us": { "role": { "terseLabel": "Other fixed assets, net", "label": "Property, Plant and Equipment, Other, Net", "documentation": "Amount after depreciation of long-lived, physical assets used to produce goods and services and not intended for resale, classified as other." } } }, "auth_ref": {} }, "panl_PropertyPlantAndEquipmentScheduleOfSignificantAcquisitionsTableTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://www.pangaeals.com/20240930", "localname": "PropertyPlantAndEquipmentScheduleOfSignificantAcquisitionsTableTextBlock", "presentation": { "http://www.pangaeals.com/role/FixedAssetsTables" } }, "lang": { "en-us": { "role": { "terseLabel": "Property Plant and Equipment Schedule of Significant Acquisitions", "label": "Property Plant and Equipment Schedule of Significant Acquisitions [Table Text Block]", "documentation": "Property plant and equipment schedule of significant acquisitions." } } }, "auth_ref": {} }, "us-gaap_PropertyPlantAndEquipmentTypeDomain": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PropertyPlantAndEquipmentTypeDomain", "presentation": { "http://www.pangaeals.com/role/FixedAssetsDetails", "http://www.pangaeals.com/role/GeneralInformationandRecentEventsDetails" } }, "lang": { "en-us": { "role": { "terseLabel": "Property, Plant and Equipment, Type [Domain]", "label": "Long-Lived Tangible Asset [Domain]", "documentation": "Listing of long-lived, physical assets that are used in the normal conduct of business to produce goods and services and not intended for resale. 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Tax collected from customer is tax assessed by governmental authority that is both imposed on and concurrent with specific revenue-producing transaction, including, but not limited to, sales, use, value added and excise." } } }, "auth_ref": ["r110", "r111", "r178", "r181", "r182", "r185", "r187", "r188", "r189", "r191", "r256", "r257", "r356"] }, "country_SG": { "xbrltype": "domainItemType", "nsuri": "http://xbrl.sec.gov/country/2024", "localname": "SG", "presentation": { "http://www.pangaeals.com/role/CommitmentsandContingenciesAdditionalInformationDetails"], "lang": { "en-us": { "role": { "terseLabel": "Singapore", "label": "SINGAPORE" } } }, "auth_ref": [] }, "panl_STShippingandTransportLtd.STSTMember": { "xbrltype": "domainItemType", "nsuri": "http://www.pangaeals.com/20240930", "localname": "STShippingandTransportLtd.STSTMember", "presentation": { "http://www.pangaeals.com/role/DebtScheduleofDebtDetails"], "lang": { "en-us": { "role": { "terseLabel": "STST", "label": "ST Shipping and Transport Ltd. 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Examples include taxes, interest, rent and utilities. Used to reflect the current portion of the liabilities (due within one year or within the normal operating cycle if longer). An alternative caption includes accrued expenses." } } }, "auth_ref": [] }, "us-gaap_ScheduleOfCashAndCashEquivalentsTable": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfCashAndCashEquivalentsTable", "presentation": { "http://www.pangaeals.com/role/CashandCashEquivalentsDetails"], "lang": { "en-us": { "role": { "terseLabel": "Schedule of Cash and Cash Equivalents [Table]", "label": "Cash and Cash Equivalent [Table]", "documentation": "Disclosure of information about cash and cash equivalent by type. 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Examples include: the sale of a capital stock issue, purchase of a business, settlement of litigation, catastrophic loss, significant foreign exchange rate changes, loans to insiders or affiliates, and transactions not in the ordinary course of business." } } }, "auth_ref": { "r343", "r345" } }, "panl_SupramaxMember": { "xbrltype": "domainItemType", "nsuri": "http://www.pangaeals.com/20240930", "localname": "SupramaxMember", "presentation": { "http://www.pangaeals.com/role/GeneralInformationandRecentEventsDetails" }, "lang": { "en-us": { "role": { "terseLabel": "Supramax", "label": "Supramax [Member]", "documentation": "Supramax [Member]" } } }, "auth_ref": { } }, "us-gaap_TangibleAssetImpairmentCharges": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "TangibleAssetImpairmentCharges", "crdr": "debit", "calculation": { "http://www.pangaeals.com/role/ConsolidatedStatementsofCashFlows": { "parentTag": "us-gaap_NetCashProvidedByUsedInOperatingActivities", "weight": 1.0, "order": 1.0 }, "http://www.pangaeals.com/role/ConsolidatedStatementsofIncome": { "parentTag": "us-gaap_OperatingExpenses", "weight": 1.0, "order": 4.0 } }, "presentation": { "http://www.pangaeals.com/role/ConsolidatedStatementsofCashFlows", "http://www.pangaeals.com/role/ConsolidatedStatementsofIncome" }, "lang": { "en-us": { "role": { "terseLabel": "Loss on impairment of vessel", "label": "Tangible Asset Impairment Charges", "documentation": "The charge against earnings resulting from the aggregate write down of tangible assets from their carrying value to their fair value." } } }, "auth_ref": { "r57", "r88" } }, "panl_TechnicalManagementFees": { "xbrltype": "monetaryItemType", "nsuri": "http://www.pangaeals.com/20240930", "localname": "TechnicalManagementFees", "crdr": "debit", "presentation": { "http://www.pangaeals.com/role/RelatedPartyTransactionsAdditionalInformationDetails" }, "lang": { "en-us": { "role": { "terseLabel": "Technical management fees", "label": "Technical management fees", "documentation": "Technical management fees" } } }, "auth_ref": { } }, "panl_TerminalStevedoreExpenses": { "xbrltype": "monetaryItemType", "nsuri": "http://www.pangaeals.com/20240930", "localname": "TerminalStevedoreExpenses", "crdr": "debit", "calculation": { "http://www.pangaeals.com/role/ConsolidatedStatementsofIncome": { "parentTag": "us-gaap_OperatingExpenses", "weight": 1.0, "order": 8.0 } }, "presentation": { "http://www.pangaeals.com/role/ConsolidatedStatementsofIncome" }, "lang": { "en-us": { "role": { "terseLabel": "Terminal & Stevedore Expenses", "label": "Terminal & Stevedore Expenses", "documentation": "Terminal & Stevedore Expenses" } } }, "auth_ref": { } }, "panl_TerminalStevedoreRevenueMember": { "xbrltype": "domainItemType", "nsuri": "http://www.pangaeals.com/20240930", "localname": "TerminalStevedoreRevenueMember", "presentation": { "http://www.pangaeals.com/role/ConsolidatedStatementsofIncome" }, "lang": { "en-us": { "role": { "terseLabel": "Revenue Not from Contract with Customer", "label": "Terminal & Stevedore Revenue [Member]", "documentation": "Terminal & Stevedore Revenue" } } }, "auth_ref": { } }, "panl_ThirdPartyMember": { "xbrltype": "domainItemType", "nsuri": "http://www.pangaeals.com/20240930", "localname": "ThirdPartyMember", "presentation": { "http://www.pangaeals.com/role/OtherLongTermLiabilitiesDetails" }, "lang": { "en-us": { "role": { "terseLabel": "Third-Party", "label": "Third-Party [Member]", "documentation": "Third-Party [Member]" } } }, "auth_ref": { } }, "panl_TimeCharterTermToCompletion": { "xbrltype": "durationItemType", "nsuri": "http://www.pangaeals.com/20240930", "localname": "TimeCharterTermToCompletion", "presentation": { "http://www.pangaeals.com/role/BasisofPresentationandSignificantAccountingPoliciesAdditionalInformation", "lang": { "en-us": { "role": { "terseLabel": "Time charter, term to completion", "label": "Time Charter, Term To Completion", "documentation": "Time Charter, Term To Completion" } } }, "auth_ref": { } }, "us-gaap_TimeDepositsAtCarryingValue": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "TimeDepositsAtCarryingValue", "crdr": "debit", "presentation": { "http://www.pangaeals.com/role/CashandCashEquivalentsDetails" }, "lang": { "en-us": { "role": { "terseLabel": "Time Deposits, at Carrying Value", "label": "Time Deposits, at Carrying Value", "documentation": "Any certificate of deposit or savings account held by a bank or other financial institution for a short-term specified period of time. Because of their short-term, time deposits are considered 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. Generally, only investments with original maturities of three months or less qualify under that definition. Original maturity means original maturity to the entity holding the investment. For example, both a three-month US Treasury bill and a three-year Treasury note purchased three months from maturity qualify as cash equivalents. However, a Treasury note purchased three-years ago does not become a cash equivalent when its remaining maturity is three months." } } }, "auth_ref": { "r616" } }, "dei_TradingSymbol": { "xbrltype": "tradingSymbolItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "TradingSymbol", "presentation": { "http://www.pangaeals.com/role/DocumentAndEntityInformation" }, "lang": { "en-us": { "role": { "terseLabel": "Trading Symbol", "label": "Trading Symbol", "documentation": "Trading symbol of an instrument as listed on an exchange." } } }, "auth_ref": { } }, "panl_TrancheAMember": { "xbrltype": "domainItemType", "nsuri": "http://www.pangaeals.com/20240930", "localname": "TrancheAMember",

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These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table." } } }, "auth_ref": ["r286", "r287", "r290", "r291", "r350", "r351", "r352"] }, "us-gaap_VariableInterestEntityOwnershipPercentage": { "xbrltype": "percentItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "VariableInterestEntityOwnershipPercentage", "presentation": { "http://www.pangaeals.com/role/DocumentAndEntityInformation", "http://www.pangaeals.com/role/OtherLongTermLiabilitiesDetails" }, "lang": { "en-us": { "role": { "terseLabel": "Ownership percentage", "label": "Variable Interest Entity, Qualitative or Quantitative Information, Ownership Percentage", "documentation": "Percentage of the Variable Interest Entity's (VIE) voting interest owned by (or beneficial interest in) the reporting entity (directly or indirectly)." } } }, "auth_ref": ["r34"] }, "panl_VesselOperatingExpense": { "xbrltype": "monetaryItemType", "nsuri": "http://www.pangaeals.com/20240930", "localname": "VesselOperatingExpense", "crdr": "debit", "calculation": { "http://www.pangaeals.com/role/ConsolidatedStatementsofIncome": { "parentTag": "us-gaap_OperatingExpenses", "weight": 1.0, "order": 2.0 } }, "presentation": { "http://www.pangaeals.com/role/ConsolidatedStatementsofIncome" }, "lang": { "en-us": { "role": { "terseLabel": "Vessel operating expense", "label": "Vessel Operating Expense", "documentation": "Expense incurred to operate the vessel." } } }, "auth_ref": [] }, "panl_VesselsAndVesselImprovementsPropertyPlantAndEquipmentGross": { "xbrltype": "monetaryItemType", "nsuri": "http://www.pangaeals.com/20240930", "localname": "VesselsAndVesselImprovementsPropertyPlantAndEquipmentGross", "crdr": "debit", "calculation": { "http://www.pangaeals.com/role/FixedAssetsDetails": { "parentTag": "us-gaap_PropertyPlantAndEquipmentNet", "weight": 1.0, "order": 1.0 } }, "presentation": {

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M>/MXK/S!-%<|HT8A^..17F2JB*Y!(5_AGL>S_0(JBP"J;K.RKS0>FE^:^UY MFPO,+^K_WT>H3 MO#@Z/?
YTIET<'7P&=|H/#K_""; Z-1|/SHX/CF^_&?K#-QXUSS-(PQ;_)CI MF#;@4@2L\$C*2KNWJ)VJ?

UJD+_W^%VGC0T;V|M;72H-'#77?SB;6_OO=WUMG??OO-V=K9WJ|MZ|W?&NWWFK(HO56|M;=/.EC6Y.
MK>Z8JROJ8IQH>6%FH"D_JCB&[7(Z^_UST= G\ YV|_E,,DA"F|^,+NNH|O2M0P3@?#PR
G38M=*&G|+O0N|39 M+&^|:&<-5V2W;;*T\$MX'G>A,Q?&B|;*H35?N&- M3@_)V%L|';K;H4;/TMDL*C
5_?>^|=D%85>I+|" |A7YD LS*5|97;7<&5; M|:A=#^|<_ZO4>8?&K..ZM"K-JV6"X_?2R5U\$9F|_
E^95VVR/4=&#|A'L0|0 MOWU>Z_*Z;;9GF9ZK1;?6;4|A/MT%>=-EN\$;)(K'|FH&""H-VNX=JVF
M|_5496+RG=UVCK|=PX5IM87AK|)K).>#? (G^4F:YQUZZ-T: +DZ'-8RH|5R' M8-
)T>4_KN"BMIO"E^MHN'R_7+OH&2|%J|!G:AS%F)TO4CBH"K*)M=<9E'NY
MAG|33JOE>QS'^DKA\$K6NQQJZ33NM%N_) SVCVN^1P'+R%6@;9^00?Y08|K
MMMMJ&Q_JB2IC2@GCEBX"QU9@J.O45Z@""^5|_UO"RYI\$ M_6L=C).?
(5JY53C6SOS=ZT@>C,IBFF;1OVEO6 V?IF#M)46FKF\$&|.DS6JA6
M|^I#"DYF@MH%/,T5J_ :IF.H,%R|O|JW6/3:&|5\$0=JV0L>|4WNZVZW56W|?)2H)_ML"+GH@
/3(AHM(_PB<9?C<*81/F^K;-MW8N_5Y'=NO\$>B7/:CU:_?HN>1%Y M\$H?
D6:U7JY= _EJ5SG77X^_NX&JT^?F>|-7:|Q&E>9OI9K4<7 M>&L>1PI36S=1,?
5.U.WSD|I61^SH_/ABY%7K\ZO6I=7K.DJNHRPU;A><245'
MY.O5VL'^|CH25Q|I+.6=ZZLR5IU(I5=K|V|;Z|Q97>NTFU2R|\$:M=NY:
MKDVKG7L|FL4)N(^2(GIQD&99.>^R?==RC5IMWXL|TOM9)T&K+O5J|_-5>1_|J M3&61=Z;RO/3.5?
*E(ZB^ENO2:N,>_:O\$M*PM)|XYWJNBZC39+L7G5?O,IR_F@3W MP:;
3P_4L&W|9DO_ ^~/SCZ/+XUR/OX_.O1Z>C+J:~)RH&KSK4O>H| M8(L,K)UO_ZI#;?R|XM)%'#)HXSb9I-
FL_VWEL0488P679;YZ|4SMeyU@%C. MP+ _7V:4RQ7T.LNRH"+9:%VGMSN-7'="#CRJ"
(R|14K,D^="H0X;6<7E:XZZ- MY3E_|C+K2O*LY>JT1ES/JMK0&B_|&:U-; SU/@G3UVN'_|5@3*X5VIP'9>F
M'76PGZ9?F|'D7 =1%CZO9>EPH_ YDSIXY_C3Y|4LK4;QY|RX|)T'%IKQV?PJ@/)\NDF 7-
O&LW;+GBS=CBY5QV@%2<>;ALEM\$|* MQ|(|Q:BOK7XV?JPYE'?UYU)HML!|^NW*5YW\$2-
VH5'>K|U8|'5'1!<9_Y2X MRL(C^ZP6IM7|.(QRXWX|KQ6Y W|V>2U(.|+|^*>Y8FN>@W"CR22*HRZ2D|5<
MH5;KXYPR)#I5JO1&K(|C(B|+>0(W"\$VM8G&9;>&6;OTXNNNR.T=L;/KN"KM
M05L^EHF3%ULD=UEQZ|@NK78M*!780,*MFGAWC%:NY1JU6KH5XN/6,,:%+DQ|
M)X5FA0L&XYZS"+4.PM)SHGTUU@|T;HCZ':&3'8%|O;|68=7R%,RNLIT-Y2J_M8X6>9%C%QE6.?
J5N\$Y_>>X='T>?3|H|_3|127C3121U392S1,3;R7BP?AOD_M31<
=SZ/#:76'3AEWZP5X|JO#N7;Z/#C|>GOQ>4YAQY"V"O\$|.M>0|OORG M=WG^^>+RZ&C=L-
MOZ8|Z4BCA(MPT0D2OJQV@HPW:Y>|>-NQ>1A|@&WCE; Y MMJ|+VN'7WW9\$*8^^|F4|5T6;+=
ZNX|R3J=Y'=>FO=&5%AC8>,'=<=O79>W(M9MYVA"L/_1+LFG/HL.P"G:|ERK3&+
<%QAA.S\$|:_E@O2P6J5O+#+;".2%MQ\$= M4%P(< NS|MNURYZH>S9TAW4|5B-9X@'&P!A R,MU-
KT'ME@_N/:N&|CV*- MUDXZ(2_S(;%|1#EIH(Z(N,X*%24>4V=@O|^NW8YIK>=/&H.:JY|7=8NBOFV
MBT4MR|)\$IV5^:T3B|=J%:JYVQ,/%/9+TC%UD_+2&QVB'P%&CS2!'"DF"|
MX\$();KJWF56YH76K15N;|>+8^#_F(C.Q^+@Z.3D|IT:?:X<@>|<1M;%E MGY@D.2O'<13G=VEE-
M|SH".Q=E=AU=J|AU=-:N#O1=1S#G).S.INKK+"|J|:7F=;!@&FZ87,Q=H0^ MPB;&8!&!(K>|&)
|5>K;S:/+2&Y>|JQ6I#W>@|>C|WJABW0R:5V4=3SM6|UV M|OJ|^?|3=<-|ZA|@'>CTY: M5V;MBKC>=?
CK/VM%Q'|:C5;:>C+3*O"4#Z8*\$_-T|!M=9 F\$P32(O59EY9>
MOZ5K=^1'L*L^77916K|;OY>C';=F4,34=-0|B691T>FMKN7JM./83,ML_3! MO8#MU+HN:Y=-
?|=1/GJ:8E^,*\$>D09IY|Z.P#"(%?YSK?)XF>72+9;B.B|5> M7|!2=*;6(=7VB)Z|_
\$=!@WW512_.*;T^XA<\$|UZ%2#Y,.F+J.@N?UC+Y6PU MM/|1AE?_|@W9!
M:E^Q|QB2MA'I#Y|V,+UGX0K/#X|/IX>GSYSW43GIWMCMBT5+5K3=K'B2RN MOGQG>^UB9;@|
|=-Sj<J)LH*7&WV)5J7YNU2Y7BVK2|S.1.V)KS5=H58C M^7@VTR'6A|/G7IGE'?
IW+5>FU=X=S>=9.L^B;EK/G>VU V3@JK2|NZAV|3O MP%YR'7O>|NZ|>D6?L+U7*OVN++#+;F30*
<|L:3I9?^:1GL7|MR=|?:GO;R>JX"Y461FGJVG+.-7#; MBU1*+&|7W_=!%?|0*IW/6;|_
:NTAU5JKU'W;'V|ODUOMR,(*|SVJ.0.S@N9|J3NKI^C9%|_3Q1|_@N?Y7&64ZK'IXM\$VO M^U|Z_EKEZ/_?
+Q_?#|2U=Z8+S)X|S;MTRK+|H-L1BE-PN163_9Y7LZ(2^A) M+L?%7^S*EPU@ND&W!
Z+Y|T:AS|R=5PFK0@FBE:(#.??M)+B;_*1S_2'\$V644@|:17X_V77(W3|)(EOC|_<@&\$9VT==L;/?W8I
MJJ_5E2@H#/#FGO2*#_HBAP|@IXO&YA:/4G^|!+8E:DP^A^2FORRXL_|&*9 M9?F|=2&%N9?JZSH:
(+^|: W*#FMDUZ@U,CNLD5VC5@S.L\$;R1JU%.G=VDL:;
M_ _J+O|EJ4|DO)P=WI^B8*U9"W"A8|"_ DAVGDSWGD7CGOW^Z^#O|OFO|>*,MPVXO^8WF'|P|02K/R?
1V<'OUB;.W#^='1 MOZ/3=C|@MCG(WGSSO<*>RU/P0H7@|O:NR^|#3.|=YAC%7RY MRL"1"U_(B"?T?
SHJ_\$C=R@J61WZ'I8_X>A|O%*%JM|AW(^CRGT%^EF9=B M|O8FRK4W2T,XO^#329;_O (&2"PP|_%?
*Z91OFKJWVJ&'AX^NY42Z%=P?"F: M|SV6B%9HYZ=-|E|)VK69I<>1O1HK?_>07|(^CTV/YZ/3@R-
OX>+S|'7PZ M|JL"(0'YSO^IBE/O.(15-BJ|&|S\$"|2B".F3# M9|2/H|(1P:O M7,LI|Q:6G7>9= M_ S#V|?9K
P5O75X_/K95P:_^ 3>^AD/V0(H^_+6K FM7Y3C/ JHL+#+>+;^ M=OO6Y=>2/KWU>GRO&|<@*(>G^|
|^Z/07;W0Q|KW3H|^|?WXZ_|7:1QWP_|UB M56&WO_-UCPJPEO|_JPNV|BSWRAS^B;L&UY@.
MP*D"8<'UG6E%-|7R)_C|7%ZK45?XALB_"_"/L>H*G|V|YT>C"|^VQVGB M"HV8\$+7*3'V|/ZI5%*MQK
T58'52*1#@)*1S45<8W3S)R"@A/R#5<+KU17<M_|IK(.0*3ED6|Q:O_Q:MN'6>+ K.3/2SB(+5
ML)V\$C"Z"WR(%^O|JM#D*.#SG:|N9JD_.Q0|/9ZNQP:Z5788/6JF;KFXWZ> M8J;.^O#H_?L9G7?W"5?
X=3.)HL^B*M%LK=>T|%)UOB;I@R_-&S7,4|_N>Y3^|_M
GRPI+L#|7XRGE58LZM>|5L8X^UO!|TS,B7E4|\$7|*| ZXNB"D6T|\$|HKW M.RD.:N=
|O8NG:%OT7>-4V_|>Z1Y%AC1|'SLZXHPFM4YQ<6R*\$>)(|F|(*S@
MB.2E8C(CX^SM;NV|02G;W=|HDDY?|Z4(7TIO!_C|L*'|O54Q5 ?I*91@%"OZY ML4(|*+4:
<6NY9&.0AS|G#D&@YP5YNH*.Q%WY/LIF_1&0#^@S>Y?3_-._%. M3LY|5
^D22B?|N=.D%XE%&U2U2PF_ O23I0#6-\$"9H;6TDT\$?C9>\$@BMFOB/
MMM|S\$H@6@Z)|.P9RC|80=C86_AR.Q24F?P>%)IE6>9K_B_H25.=4QXPU+%;
MZ'|0:P|OSQ3|VE?)E_YC("4'8\$22('!_#/_OGC|B*><>F*|LRB'FK_L2(XX MQE|A&BLBQNMDW99WE
|';TH2Z1=RLK_1HM6230'R&O1K79Y?2 SE- OSS8 MZ|->-KKMK>UMW.\$7OWC;VWMO=|WMW;?OO)V=
|9V|_V|WO.MWC9.PI^6Z@|ZZ MA|ZJER5|=ZTE1Z/X=&SC6UR|L18H_RUGKC>G"51!UIK6

EVAK_\$@MS%KHWV: M*:R:4W SC8)I_0;-7BLAM"=16>9JWO=)-,8Q\|`"#RE@G)?CO%#;\$ATO)*G&
M;I^2LC1UVDTCH1|I-W10;5#BM:-569D!)B6GE F:4)M>A|^8)!@N#`#;Q
MUD6%GMD8T|UJZ)J49;..LVEBKWSO)!K#|!1+-??M*&E#DXW5| \$U MGS 8DE50--DI@T)|/(5(4ZS|U5H!
(G|\$:K M=)|@&);J6*=L|^*L7^|;:CD";H,SV):9Z8X%9?*,0A&:JE23|UR_YD/2S| M(4C_>\$J)+
<3>*".2F&MQN&'<^61ATLI+@S;6,2L*|@/0-"8S'X4Q\$..9"BI6 MFJ:LGJY '7&MGU4|W L(L_F8G?
ACXW=_CY65|6V<3XC@HU1BQA3UW5&Z&(<"9N^" &@KZ=#`#,'\$HBL&GJWTL|%"D4UG\$9Q217@4S\$
MAIO,8!F2L*0#JPJCF:HQ>ZG%|2IG058.IKMI@X'K#|2O| MU-
5W'D3^T47>59H|S05N&|3&=0FOGBRQ8LQ!F|DH*|,?Y13K1R*5@3#59F'
M(#7"7J,YL9AKD|HUU67FLA5ZJ8QA|S45|^J.P3_P6GA.7T(HTH2=:6E\$ RW M&Y@J|!<+I8?
I52.T(>|4|(|0T|!;/E"44,71&Z*>B/A KS%/W"VL_1C70|M7
M9X/6_D@8&>W)PCLZ&JT>JC'GG&BAO2RJ+ON.6+^*D3TM-OU|"FBW|L58M_M=|,41PY?'G?
7=6L""XM8MG8.100%: &?PWNXP,%8D7+G"\$CU96EXA5('ME&8I'8CH.6|_P"S2|B*H:4Q&6E1OZ,
I3D)GW'L-TAGLS0Q%U1Q.QF">AP M4#XXOQ;:QT+*T0=A;?JFE8Q6_@|K4G0*-L)-
C#@-80\$88M\$+>1#E%#:D&K' M6|+;SDG0R#%\$DTN1HTVRH|!;R9N X9,H"= ?L,DU_!|=Y,V,NT
M^0C;|X(V8_>:GPQC>8YC.#-GK?Q467S--ZD&)FEK90T07V;|XZ8'S.I|R M_-R+(T?8^V=J)O>2+);"&Y-
ISC&,>:>(&UTS-C-#3&\$6-\$HBJ;(@XLHS3<1 MB?WO<,. \$O1X\$G3>+W^POF-"?SPZP|@-
)E>7^4R(V(9K"1+K18(>LO7CB.#' M(%59("B0))"1@KM(N^\$;3L&S_\$G53L|H|U&M_ 'E|E^BFXL7|7A"+
<>P&^/ M(*P,Y=K/TB^|JFE)|"3E(%:9%U|8("OM_G|;\$) 4% M2|KQ(IK-4;M=S#5V;?
AG6B);!G6WPSQ/(Y|DBF8P+97FU:%);86|K@_7^'N M;3#QBUQU|RKVS8|_";E(#|6L4EY7@'&-
\$C|QE48Z|!,3+ 42\$;AC1:KYPE M%SM7J6"+|M\$1|01.2K|_
:W:%=*WRJWR\$9&\$M<&X9^_9B0Y<6|XDDKE1FF9&" MZH)9M7JT>U0QR.ZWEMW^Z/YV<;6.5T-
(14RKE)E8N;: \$&YXDT7D.%D UK)" M1U@ "76-UNBJ+:9I%_UY%<;H;|&2(&>#%"C*5X"H/=&B+TS
DVR5:6QCH6 MR02G4R^1S0G-6*\$+&B6S USEL24,/NR/4*&&PQ%5T\$Y18W008U*.%!)AR6@_M5"(E?
L4PB0>U25BRBN5+Z+ /JHLP@%4L6+3VOH-/I9| MKC(|^Y/&,1|IG>SE"H1G?
W&I@VD2|6T_&3J<<4J>S*2E-TN.X,2>C1IZ=ZF MO9&A;L?BKH|MDEPU_K"?O|'W-IG!|H;&|!|
WBOMXKL*01%+C3XF9FK>2^V M1M0-CUW0%)00->|PN5-'7C\$ "GY9I*=P?
TG<*SU)R%)0H@TK/YJB+O/+<50 M0,RH|4)NZ7XJ&|I+%?U7*+5%L>|&1=&<=1/D5HQU+.Q!?
R\$Q|_ "Z:*N-0) M_ 'J-U1_P|I8)(E(AWS0|PSXV|G'5^!6(<0%7C19=HTN-V2)PIHE5F3;\$E+I5XO-
Y4|_*3|AYFAL0X>QU@:RV9MM|PF9& MZ4 6|@C|B0HG+54|_ %G.YOT*|/"E:'V4RHZR;MIB>;0)_ 'W*^|
(!"QJH\$)Z5-J57CS12WD/D*=EJFJTKG)GKWy<9XL^J O^"Q'K;J5L38EW5| C,(> 8U>KUE
M_N\$(NRA>5V?2\$OW8"EB023D_16W_<|^V_4 BW <9J2L"0|3=|TUPBXNYI)0 M2BQ1>-V%ZU8+3W|O?
U=T^|"WG|;>C;NZ9/=W=:Y?F|I^Q_#_A|V|XK|7891
MG5|BPO#X|F>/2R"61XH^>1I'(5^VCU5,D;)|BNS^IAI*92@ZMLDVMZ|LJHM M:Y3+AL\$N48N\$5*-HJKI
YUH&=C\$-2|'= _W=|=|ZT84LJ|.0C+?)QS'0&1 M(Z,.)?NTAA= Q| 3XD++A*|I\$Z\$VP63>,B|D0|L/O;:-@C#|Y'
M. 4 KYK9JGKAY58| QS7*)LIFYT8IRHSG>P|YA|.YGE+M F'Z9 MF=;TN0XR7;ALP;-
\$Y0.O>87K,HKM2\$KP|=NM6 S|!90_2SEBX550*KJXG_E M7IYZH<;C6Q6&|G|A?K1IW&J)!@_B_M#B?
JVBFI F2YVD_9%URK;)NS=-AT-
M|/T1%ZR2D#4#/B3B4YV|",J.E,>^3H(IB,87P|XF95F^M_%UTY)GVJNXXPSQ M"&9"Q|E (D|N%M.|&
4:|Q9I0KSY6,S*;/@;:R0(X8*J8W+)|V)|9&A)K).K
M8BI01%N3|B=)E(8U*LT&PSXB"!>;52|I%EV#V@KZ5WT|H^2|WA_,E*/DXDT7#
M|/J>IH8|:'FA2.992+/%#YDW#RR^CR6OG=:8;5OAYDL&N%E4F*%B.WA,0D M.R@J50;+_N=?
7K|YZ=4|^L_19QMS+3-PED#|P,\$|B;097OD: MGQ)\$|=+5GQ.&4V|*?(5TZD*4@=\$HY&-
MEP.B|5\$|C=|)/9J*:V/\$@-|59-&XHAV"7;I"2U4-4 P=PBK#&S8HGB6_P*8, MTYE/I&R>9;VI?
TN|KDE|P.IWM|??\$8E-|V|W:5L|G'|32|ZDB4"34>Z_! MY1"/3AAG&62IP)HFL
J\$'P0QDEA9P0QL2H|I|WLE:LI?='W14\$J|L (5 MR|_@|@#"0QA'H*1"75S**8JF%5H*
|YS&UV1|S|TT|IMV|RP\$A_|@#96?F^_ M992|B',0JSH2\$S\$Q|V-6P7NC68BR|DLRG,CD%+|/L-
S#_=^DI(S3;N?8(?+ MWIAYEN|=IG&L3(^V2_20+SZ|P?+TSAL2'3RGW|Y|>ZGGB9(\$#04@7;YKJD1
M5KR8N*H|2D*ULL|XA&Q;A)|L_PIAK YQM"V_);T5X0|R@-Q7F!CGU%YR"^|J M64|_6-K|HL=2C>Q
<_.O;&|NK M,8C3|F>K08,^F@9U7U2/M.DJ%=JO\$PW95%M,D5-*60X.3"Q4>M>ZW@P"+TDS
M1*>.=9S>L% ""ILLV|!9-Y:QBE7=MGT.|Q5|JT#X_ :6H8+5DC|F.R^WH|_@.&>@X.S3^%=Y9N|*6|IG^(Z
MC-UU\$*\$|;+F|+IYYMGJBS%VVT#P (RGIHEL)|@EME96J|;O%5%^,QW -HGRV5+"04@A
MZ6*9X+F|!Q(KV&|!+;4I"RDJIN-?1Z5O@:O2JHD2,/,WTM?A|^'W954.=\$ MK>4YF@-
%|_!VQ:*/%DDC;IRO!6#A17"A"C LBT %8_&0|VNEVT4CK%;|H_#W MDAW4|VC3",8/745.X>E*XU9U0=;
I#|!#5&BKE:M(Q#/&|C;+4D_K;VWL=I M*HGOU4|R2U#3"N%0FUG?JFLNK*B1! MT^*F?+J\$XFE8R;5I
0%U@!|I3H:2L!|O/|!%5)+ "QKX0U;>D2U2<8(+ \$"70 MJSR:.%^3=D|T%9|C2-
I(G_Q:9^GFPYQ|G;>+NN|AA@K8I|XRTV|U565S9 M|K>|Q3L>8N.'<2>V-K<>H VS&UC5KOGZJ"
(OXDB/NP3<30V&390\$+*M|N9| M^U)|3;_E4K.Q|E TT|;+*M-"8RH3(1Z@EBAT9|(>\$Y
_J9+3/KY/2|+;LRN MVXE|=NG)5T-Z|AL0KO"+1G4<318U|CW^GN&|=J67;)MB &C\$L|E|T#VY\$J0
M5GL44/0(&U>|R4>03<3<("(|F,XR"J|C' \$CT&?6&(D2+(C@/RW8+>303I34 M/3Z^=>
(P>#L)0BY*78'@%3H|H*|DAD>-&OK@T:QEL(9W@04FI#_O4_C?LKE^+YR&3R(0'+XN2XJ
M#RD5UH|W#DQ.OB<(U";RE,Z'OL5Y27(TG64.S|S722W14|#\$T|2Q%LBGAT- M83S9AE#W7*;
M*K+BY=@;.*0*>+C&4 V\$2|&W%\$0,"M-L?@?KB/F?^=E;|!#A0R?KZD
M"LS/6SC+D>NI@|HBFL%DKNP9Y|CO)&%BS<44|=*2YCC
M; >DL_J:17O'\$^6/:K|!|WLT SZ|Y2/7&|UL.OMW-Y?)7"+S;-?N#EY=?.^3 MC7O=\$.)^6MWJOF:O-
)O'##@XU!_K2|I3MA5KA>MNS*%8?R(,F3F\$OZ/%"K| M^;|&K|HE9ON#,-=
MS/@8QZ/MBR\$8V/58CHSA>QGM1V_ I'_DDHCG:WZ(|HCH=Q-/ZH&N\$C MX;W&)\$2.13?P<\$Q6V
K.*XMM71P^%PB M:(' 5""+L&Z;VK|C|=L&(M6BH8ZW*+S'8N*EK9 M2M#OBL #LSZ|>;A=WYV-J
MY_H>IAM#2S\$PQ^PTOAI7\$TSM|,U99|>|PX@8/+EA3FWU>F#('X+0;S6NS=2 MZ.WM>=;|I?MSRT(-
|Y.UL|VQO|>YM#R+Q*)1>&>QZM|9R)#TYE>%E#| MYG&ZT%K43>|H9B8WVU0L4\$BIG ML3%3T)/-

MD\I&WJ) #R.7. #:IT\$ <3)W(V RJUB5 ..D-?JBj4*.R-&ZPA\Y" M-"OC0B4Z+?X01WR0)
{0<AU>+CB=HY,B+G_8%%\$LR# MAL3QMTK2NMJ?j*)0R 7H,14)^A;I7'AIA^+M?^I.* 8+
IW9#R=LKH+""6AH< M/DV\O_>RKUNQC+IX\V-L;*OLUD9JN^[%V&A9"0%!C3.M.7>#)0YY&
<.X4DIE\V&\1RZT"/IQ@Y1%5TQRJ18_4 M.S5.6-C8\$:(^E^>ABC*#CWWO
F: @%A5=E7NMF)H!?:GE+K>+ "0#P^6/-IEM MAEE(Z6.%;H2I?%MV#HY"W3%QR+9,1',6#Z-.F?
S)@.162W&%O!2ZS>'<^:/0=YH:.*0.8VY M(0@|A|K?Y?XQ\A4L'K)J1E3<#5NT;,%#T0"<\$FZ|_YNCQFIZU
M9(GGQDXQ)4(FC5'(\$(<|_9_G5S=5T5^HFS'^%&+6%,4TEHAA7CGN MB(21 MM4NAKO!=C3JP
&M2Y85'+L_H_V//IXZT" C7VY_.Z\$|G?WJ8YJ&B_*+>Q/ M6W.\$T7I4)(I?R#D_<41GWZ80KD_5#
M;6^BJ9H|_9S\$Q%4!C(IUU--TR_ML<.(KN*+- 89I;ZS-1040"-DD&.YHGRI M-R&3
H9&.R4K9XMH>42@W1N&.L*H^FJ1F3;=5\$'2!6#2I7& 'OV)!Z7ZI M@4 ;PRIA'7XK4:E&I0/5NY_
_!2.C *W;.:1C;R\$E:BI UK1LK-'456VH&\$A0 M35W:P9%KB"KP#:^DGBD&?M5".8JOJ7*5L8XV<,-5-
1^K!M##|6T*4?# =8 M@@@A<@2V 7GVN.@G)OLO.S\PIR)"4A?8\$8:2|+D8B<12)W9"*O"47.
MLLB6LT@6^R8PM\$1N3)?<&\$|G8V'VS[V> ^IF5L97RF&RW# =EG-3GC|M38FME M712|>0100*|PR7>
7.\$%>'@8\$#%<="ZD" F'N2'6>U5OAJ4_4@|HROXW#2|IR MPR (K-
7OU#B97T4ZK|=*K.6.>'S'Q|>^&"VU*YNTN!9J5%/?EIJ(496Q.-!6 M: ^I\$!1S'1 4H7BZ|K.%8?9QC%5;_
+=G&O?U: #7J'R3#KSAD@B@+RAEJ'M@% M\$CD\$.|2.R>-^PK&@-I<-
N46F\|0>0!M0&1+&^A.69JP(VXA;MJ)6@2<|0>^ M<)|%\$.SDIT(E8B"OMK!|O:UQ\$8 |CL1L"G9G0*V
IB20%UFO_H3C.@ ^|Z*05 M6|6!O7:5G8YV_.B?|ZL+1=M;D&4GPT644YE66EG,+?,6#6:Q2@|>"E18|
M0^|M|&V\$|3NO,1 F;?S54Q?L|HVT0?'.TL,:>EH1W^AX7A('9W'R JM#\$:S
M\$9:@_SC,*4LO_+ZS".N|+M*HR32,N".W*FJ5MEGUNWLCXH8XW;T<@-"0?5 M A(^1Y.%%^C%|B|1_?
N5\$TFLKQ.V9;.:+ROJ!|(^P='8+;#WJMH!18J6|W5* M?O:
<1%Z^ ^94_NRC2X\$OK|FPX|4R0N\$ \$BW6&\$<Z0^W0.R+I'./TST%B|.2/I M)OI-
P&V^97\$|>,1^E9)DMR)@@ I&VAG>;3I^RZZ3(+M>3#(:QTP(G&ON MHHJ1KGS!P6YP?
=FY%R=2>K|OU&_.KCKL>I+1FU^NO\N)&Q^B:|NQNPLY*
MP&/R:V"M5%"YFT/#K^)|GB1PN)ILO:V|8\$0^|V*5YU79UT4:1+KH3|^ ^?8,<
M@J5PFF;Y%U"X"!."P;6GT1PI&7|1T>^1|TN4?E\$1"OA^"<)=FLL|PQEA.I5F M>?
\$BP&7PKAEQ&M37).5U.FSWZIQ (Z1TE:43L+RE M.:Q)/E&!8>=HP&'G2&X;.:HZ#2(I'R^0'-JH"76|M#E?
&#RVH:|DQ&):R'K&|7 M&NF=N#YNXNV|>_N:"H);^U:W2|>S2YB_'1+FSR)AWG/E\$E.#!|6C8"@Q7V0I
MN-Z%|?D&E>.,HRLJ#.(@B@)SL_/L+#C4(YJ_*STG2&XD|(:DMY6DX=4DY M;."\$#K|
|0"t8T++S+#+/LN:0,>HL_A80#GX40;|>""X&DAF(8G\$?SIY@|J=QNZ MWCV>#&."J5?|H9;X;2A RH: ^4)
|:05M"#?Y:#"YNLVC+.,I-4_)T.G6|3E\$"%@,&I8"1E/(<>3)F\$B;&0'K|*U*U(M6C|AHMZ#
|UW4>Y^*WN6>QE3CB|18>|^ ^-XEUF6JG*6#N1=Z086,5\$/Z?;G- M-
T8H#+.+1K9|<392:CR00L&K=QRKX@J"/)PAKV!"_?3MWH* _LLCO;|+; " MN5YM#X|_|HE.X8>_%ZV-
(9UZ8|,O?7|_|?GWOU^8;!.DG)Q@#MDF H2E?Y4
M<7J5EKE|U.RH83&AG.900KGZ;QPGA*9AS=IV"+E6C&B7>TCQ&7R|U:HW' M,P*(XB62K)FK!9?
A\$/ZW|G>BLI6# ^'|@?I24"W3|D..4IAWSQDGO'VLDRN, M*4R|. \$V_H #+>+/-5OZ@
2Q|XAZ_H#GQ*W'EGS> PAC-BIY94*ZB_*1E(PU
MIU+G641%@"FV8HQ)R;B5!E08LU(CT&F645\$#Q6.PPTA46,5\$+DE=,SG(_J8A M8C\$ "C"!|-%6=3408D_
BTHE2+SE' <8+2A"/O+LWSH9ARV&H|G@Z6H|B=- MK'EW4PM?NS%2-2&S|15.O\NO3)S@Y%?
>L2*1A(KEYL_*+G?X B1-<.KZ|_O
MLC+;DD1(3ZLP5#R&24:G4@ \$AM:A|9)OSS">E&+M5YX: #4"Y@&U|1CVBWE% MQTF0SK1WJ;
|VR(CQ|A\$8...D|7UUAY4GAI@_@7 2?>"|%|K4IGH)0 M6G/GZ.M<)|U@3HR+*G>6213 5+ _OYT@*
EIQ\$;6#|L+>C^ ?97N90B&8S'4; MOF?<":%&\$%(X\$ \$Q,7P\$&#HP1#"Q8 YBL&SDF^ZP5&\$*7!
<.7SZ=+_CSVD X M.4CQ@&K>A2|@({#L84|)JST%H@A*4%UJF%,>|/%\$**="51J0W_%)E&HTC%N
M;0#B;&C?(Tl.^2KFQNE+M**=A*:=E U_< \$FJ7AR,+CV4018Z)%9>| "SJ(|F.*+K^8WDBI_T<4*|NI-
43:@J,M1XP|454^ M:U<1VK-#>+T;\$%|/ N'54<.(\$*^0VH6@(|T|,"E-./9N7A4'7UG;8;:E MW7|8J|=,N!
D)V=EY:.M*L.)R7O7Q3"?W+AA=J+9F^6VDOND,N+6Q#|3 GE M>W\$;B.5K"L-EE0ORK,B_5U^|\$(
T9C9^Y=Z-GCQ6I?K5L|@;5:A09U"+\$/ M:|!#)5H&_8BVYA!F&TO|MM+0T;|/<"6TF:?(B0,Y+."Z8F?=?
A:G>5|/\$|BO M"FS*6:FY@7;.:BI^6AT7U!&:= GFQ8F <%X S;96;@4?*0\A0#3P8Q
KCYK3H_.KD5=82: ^Y_*M_>VU^RE!% M'_6&|)H=K;_*JP;.:(\$-
Z=#4|<&ZKH5|(.!M6QB@#@^MGV!+|^J+G.?1I%
ML7C>H|X.PK@ (TPU5S%KR:HGTCVE|2DZNM|3|71|/!"7X?)/^!|C@_I?)=B0 M%=E32X2S;5_=-9;#-
MAOB.% ^BO+|A.OI^E<9(7RU-Y+=&M3'N#8!4P@;*SZ> M:.'E>M?(5L.UNL%S-
=4QA:Q7AWHFF<;@454WRFUG-6ADE\ SFD\$|L'U.L5WE@ M_9?09MH)E2M1HQD,BE-
T4OE,\$XU;./153GP2?N7<.)<%*<\$#',>J43K9@\$|8@UAY#6Z1FXWBY (5_5H_C
;.>D@|LW^S%1W@|AVV|^6?3H*(>0N.LM4L J'Z'CA|O\FMTWH M"BOBWXH'O"K@I:41:E|X+A?&+/Z|?
S;_@9>|*E/GPG\|Z?5^&ZJH|MJ6S.4.)KW@J9!6S|PVS|\$
M)WGA71"4W+OX|Z|#T+@0\$*D|9E/8ZOSD2&W;/\$|L5N!6>V3;XY+V)R"C MOO:*
OXWP:VB<#WX)V#7Y.*(+<5HYP>;H?C|V 9E(1+#+<^|Y7C;Q^/PVI MJ4^M%\$)DA=_*\$8Q@K&S;:|1A6-
|U4HZ-WS-ZGI<"S** W3N3DHN13823 MNR91Z
NUX9UK2TRY1K5|Z|?3&+5>;G<% '22:%8*1K;X|9|>D).@:WOT!0X MRO30F>8QCCH|OA "-:
(3|!"08|J.OKI|&5|R)86\$ZZXI96<=Q7@|4HD2 MX#Z(KC.|OL1/HWF/C6KXYNC|YR#1B>?P4@WDU-
3K(Z;|J:(Z3E+*7L4(1(+ M9#3+L"B4G62)#|K=(PS(7&-M'WXCS>|6JOJ=Q'R&|BJ-|
R2|3:0CEYVUG"|ZRCD?|ISZT!# RCJXE BV3.'5) MCB5Y%5U+62FC K#FC_<|@HBIMN<.H*
(SL@F/#CM,0.E%|UB\$'^D?^,?' MGO02U_) +SH3|CC%V0M(8F;S1V"0PER9COY?AU8RR|7.NZ;ZC?
JYUM_!|W M)>K8W0)+%W-6L/1).1M:13_2/D-ER/1|O=EL/I:<_RY\$&S7J) 0+<&2(\$P"&MAA"/
HML1R:F"7C47/MG\$=>3TMA/6;/4'(URIB|TC4QNX(>|FS7NA7HO+*8U MY-|@|L>V..=,|H11/%5?
LS*AO*M+GHAGSR32|V*?J9J0|J3I?CC9.J/B>.|I MYG3TK>9>..\$'51VB*7?
IHZXB;.:S:."%|Z@;|.N#>"99=3D"_*XX!"T-VQ:N

MJ@M9IOR*QE&HL@+B%XCP%I8XBV8@,IXDCBUTWXC,E%G!(_0+L5&)Q4C/U<+H
MW)6+;A(T7!;O;VEF*!<>=IXG928'R\POU.ITCO+R@UZC6&IG;Z/A.>9_T5-M=SB@2Z\?
QA.F%O!;Z(0&C\$!*6\$E;?1M\^Y2FIG+JVG0ZN%PF'W=FY=P5>#D-MYVDMX5G2F6?#E60S&,Q%-!'
2KFE%DEA\5@C'@A+2U2%%0K3\VMV4>HI-V\$MLRBE\J1>_8Z2KAS\<;5X+3Z\;5ZU=HA/'IA0;_\$?
-.O6G%6*LZW8CC%)L5U-M(62#!;!\\$HF'(4\KBGWY=%GV6IF029;..!5LKV6=92250K1-V9QG*7\$JX0TZ
MY=3;Z.R\|M@I4B)>L=)7F9,EIAFIS2S=Z_.0))U)E4?KNB,REU?1IG&-4&E;-M56-;"&IQ;?9'FIZPOC?<^Z/
7Q\0VEVS-MQAC;H5T'65%;4.LU\(/YDDZE5S>!,4\$E";@Y'D\MM39KR#HJJ'K'=UF\I
M3\TX18X0L;BJL=G'6PM/#\LH8?HS>B\$UK<^G*C'C8E-T\#0C;62VDG+K*A\MG57Q6/M;G5!;H/L,-\$-
N@/@/L;>\$@(^+4L;M7IXCI3N-9THN9RI%*A\J-RJ".F4R,V)M\+M'4>2.8Z76#&B8
MUVG#ZL/A.9T\$AF8Z579\9\AN/PNNA9Z'_V+AEZ*,1F^"?WQ"ZG^X@S94?,(MCY6\LHMO?
TS*Y0VPJ,TI'%X>A_Z;2JD_K+S?C\@4?QP24SRHU2\X-45CVO-M^IQCL*L5L41,T&N.P7)(D/(ZH"\$S?
B'U;NV%+&,HJFLP7\JOZ-MX@.\$Y!=N2-R^+B>%J>7&.@E:F2I&3S9Y1?E.(PF1;Q\X;S;,%/<*C1%M-
;-F2)#\A>S.-+4-@@40%)PWTD\ILZTM)5JY!!F4T-CB-1DN,MM28\$A&,S*LMTX\I\B\JP-
L/&NBAMY20Y#)3@^DHT9=H"&PHXP\I>2-D+E,=*,+SX2&&F0J>7J#A6O-M\,-5F6\2AN<#,"+/-
"XT,\$5SJ5V)8%-+DJ\PJ@V=C7\84=(RC&4E\ID6X2-M#5^5='FIO@H\$PI^T:=AR;,AYXH"X/A)80
"CNE\@*O9RLP90H3^B-R;8W<9OPY3BS4,VQRH>FN"OO#M'5N-MOB?I<
.S=>83JIG"&GY<4\$I0\I*BA89Q#(@)\$,"!E#&JIG"IN7T&+?9TN<8R-M0\ILH;3&2J>I3>XE)&7)7
PJ%G>E8FYAT3PE\%US@*M?ALW^,^<7>10"NSC+S-8;U&*WNO-LJ\I0L\?A.N?6\$^Y+ A/S*(ML0)UF
M-V>%\@^/MUM@:FN'AAIX0?Q:1-F(O1^=;LZF5<[E-MQBUE\AT+GY994/6";V)MB;J(V2SSB-
U+K%70;R;WU62Z^%\$6K2,O49OEDL?+MB>Q?&BO\!HY#0>/!47?DY,+>
ID6T\$DY/H)\$\$%F#)#0SK\>:22(JR@:Z99\H-M\<(/<:(?N5/'01A)@"2*'=1HR9G^-.96/%)T&-/-65\\$.;H72
?)00AO.R-M6"P-O.O9RB2+39^X:EZP5X(L&@LIHHO(49NVR4-5M(O\!(\$SGHE\K^YMI\$F\I
M>ESLJB\$Z*4X-0%4'_Y=GY0J!"A!\<1-MQ-R6P^&'1R7&B\$FPI/'#7
<@'>6A+YW\$NE@"O8K&&91PL;9;9K=J,4@/H\@-M/JM48\^\$2("UC;YI%6Y-PNR28H#WG3\$M%2F?
6W\1;3M@&KF*\$RB*ZT1OW\I-M70SS.7;1\$TZ6B37E\I7(ZMUYY2_B_-#B3;IV?+^O2H\LS4\$2W\!A%X;!\&
(M(Z+!T:"V.V\%#@ZB@RTF49PG77,VUITKE&U6*.&9;6I#I-\$JPS"IF'7O-M=/P;U\%F#1=FB!-
RX6,EA40\;.*UU%;(W\/*,S8*O><'=H=H%#\I.N\!KID-M.LI2B\INE-
+&*>Q&8FDJ;7*\$\$.T54I&B;JLQ\6SM\I_P'WJ\$+1%\J401YZ(@^1-M,\$CV02@JHRB;:/?
VS"D;J)UL;KU7\I,SJW\O9&U\INY&DUO7%@"MK-"T6H@-MK97OS76BxB)B))>39=Q\I_YDH*I-
<2'+")6QO#>!CVOHS2N=1Y?VJ!.%)**(M3;1)^?F8,O-A\ROATF(*3@WKW>7KO\$@SZC91P%%=,);-(-
>JF@U3G-M52K;WEH/ZM_JRQ\$WL;/F.@&9S5WBE7U5\BX9)+SJJM#9RJ80Q"8():UPE5(
M1VX;-7TH11ZU&S5..9/J5V4AM30K6+I\$E;IPE=(\$7*5PMH-
^NFA\5;#S=D;Q;2*K\JCXH1BEU1Q/L6>+DZS@;\$)-M6;W\I&A;8HD\I-MD1-J\$GFEH-
R0<&H%%)J;D-J^Z&#T*VZF9M6;YI;S8K7FWN-MR4\$X-H;?PF1@4P1P%H/*N*&I
(N").1=H)REQ41U\/*"ZRD9W@-5HJ/;T-MHSH4-F+;?F_Z-*P(.WS;6U4K(NU)-U=30?&I+2A-
YG%39Z(K*V\4>UGSE2'M?G0._+1^*(+88Y44"8\$8V??F)6U=Q6RNOF4R-M0(PL;R&I?
1;ZDW16QE<5\$KOL+G;;A,J\Y4WFDQ-M?4J,DL%OE@O1:<*;UO-M;CWLA,*5\B?;%0F^ER(N
V;"/==2#.W+=X/2">M?C;RYV7E&"EO*Q-8A\$M<@/%5*[-JXMG\$N5+-
S>2^@F1#^2H2%#>M;V5;@%\LC%48W\H;ND3;"?WO;
MJ#VINJ\$ZG%V1,^*JB\JJA;C30\$&"NQ&64T1F8W>C9G;5*2-JGHSALZ("M(+LO)%?74
AX0PR'D\WBV\4-N.EL(1I^~3W0C5S7DH\IWIN%%MJ2.O"E@'M%|PH+(JVJ>DHB6;ES-+68#EB""
DK<^3*0?.E*5)-9EW&G6X@-5-I-KM=0W
MZ_K;P+/_>EW95T6P_+&;V+4!'~2TO\X\$X*.OOU+CAB\GDRX*"=6L;&86
M(0M0L2(;W4#-[S3&I#WK+R/Z\$PS;!06G4;8&G*UH;;|M.+**+=DMFBRKIS9
M)4(J>>#OU;*3>;D7<&M\;BIEB=B+D892<&;BYIQ<1%K9*;5V\Z>CA7DG7" M#.6X,M-
&B_BY4\S+4QJ>H0\$X6S_PX&-76YZY>*A\ID#6-M>D6+O-5V2;8)C+U^>QMWW)<IE5291AK;35-PG
:\$7&48@2;D" MJG2^QY\N.1%?+0EZY(K-K*K;S%SEM;27^/VNWD^*>&@P7\Q)'K@X,ZBFNV-MX#;.#=",
IY;6-.7NSJY8<^YF<("ZBXX2GD2;1^PX&O;V\?ZWR*9;FWO@4Y<,Q40C;16@P-V^NQKY;!GN3O15E\$M"
MZR*8ZA_P_"\#")6;PX7>SSJD;';&MTR21*MQ8JZ/-FEK.*?
=GE27C1Q#>5K>3,?"T;?%O>>I=UGN\2-ZJ*UH_I_ERY65?
MX4>VFZYI"=RR;KIK&"L1\XH?;H_L&*P1DE6
Q"VS\$UTE.PW.Z=M@;@5;EA54P5?4BOI\$PTZA1CF*R=_ZNMFB1Q/I-*T/N3.8J8OB-M6
EZ5J8XTD"4;86XS9\;2DD\8ZCBBBC5*QX+9)-3U;HR6;.*RI*I")BUOWJWUW*%MO-G<.-CGG+
MF>VB;2%#4XFT\I3?M*.H0%*\$E<\$(1G&CN_K=+5&I;WG><8N(\$!>%"?@.HKC\8E-MC<9H@6%!\;"RG4
I\Y)M'\$B1OM!K\JZGD'(&)X'D\$Q\$/J0XA+FG-M#Z-%!VY+8GFE#3H'0=-DZ0^<56;
MP\5OGD\YB48OFFKBW)976.UM%8DP+N7&H"";6X4-0.'@R\F0QBWI+J\T.-F6-M0#ZS4%?
YP%A+;PG^<9QROU&L\$EVBR.9@JZ'@-E;8\UR787HYA;SM;'H_I-MU.U#PU%\T&6?*,AID")G"ZR?
C;GN73\$FCE\WKK8DN9%PKY/TI&X4I9X\XU-MN>47-C\$1(A\F%6'FAGI?
H\6VYLI6913J)HWS=A0*I8.=H7OSG%PA4>5Z\<2-M4;Q63MO!\$!\)FF+T89UX7;JZ\(:3;:@-
(7';738ZGE3DU"LR\IM;NSO\$?UUI-MB>X@^M^I*A6L)2U9QHY51<[W>;EP\K"5TDH-M.X1?
^OO1Y<%H.*0?)6;ND#YNPD-M#)H\JY-Z6S0L\$N15HPQ-H.#3-Q8H"KN;>W?&IW6W;EK;JT8(#T1.@J
U;MAB4H3+J1;K=J)\N<00-I?T83G&&@'0YL(L11AF-IJIT&'!\$BG;6-05GU#8-MT9=1B"OI/6#O1;G%
(J*VYMU(79R(I^X-X\8>IS3K5^W&.G(I'=X%J-I0\$MRAO3WA\DE(?-LUC;9K*/^G1?L&P12;
<_@-17UF"K8JF0ZLU\T@D\AEY4ALH/W.@Z7C;<6-Q%+/-_\$.F;6^KY-M\$26(+J7/O3>>^BS"1??
E5QV9ID4@==*";F;S7.&9KB\|M6\$-@1&I6U\Y(I-NPXB"IT2,?;=/S+(1W_+-+Q-A*\$-IQGR*LCW8W
M8MJJ0&6..QHF\$XR-M)8'GE3\4\>O"!^%12\$NLY-M.K&\$I=,,[H^#)P\D>?#8PL-S-10\C-LS2
MZ^IGZ1>D*(/#GX)US6@#1;).THTHKIB>2WQ"VDGW+AIWGY-IN69\GUR<'#D-MA)&X\I
G>USDV,#"5I-97*\XFII\8@V.K1RMP"Z8S740!\$Z6;8ZRZOQPE9DR3-M,C/QF@*7@IP43M"&S71%CR*?
<;F8-ZZ;YL-W6SEH4P;^/,(QVC\VR9HW3;8-MF31YN%#G7T_S(W%-9YE-L>*?/I(Q?H*CBV<*NY6'_E>"

M\$^K8VV;"B<390*B.1>=%G@LS&S<#?_^JF%)J&5;8PKK"3+%MB3-0WVWSX;A&O9@4-
F,@2NR=;/4H'0?)LGXV)>"5>E_=-I/KN\ (75%QB M*IHES2JIQ@*ZW?7%PK+J.;Y30IKQ\L^~)XU;[R4NW
L&7X'&5\VKR=-H< MHH20.7\L('.@WG,7GI'78RPG1*L\%D*C%0!;@9R'H3S!+|E5K.)SI +I9XS-MV62PF'
O4#;0.\$!US\$|KBDWJ4V^C=-:EYOIVH!;#K\$ZJ?6?2?WGWF A8/R0#K M)1NV-<(DR@-FG7\$ZB\<5-
>7^GLZ#K';JCL^JC"=H^ZLI_X\$FG'E=A6V8Q;R M&I-KY5J;7'10?
F4CXDBJ_J.91/=M2MA(QU"#|I@:X>"L%PKA+A4H4BRUM?.Z MLPQED(0_)@D"?
GA/%;G/:E,DF"O@6Z&AD)ZF:D^,_'1(K?18 %6'EHKC
MOIO)G6OLR*,Y10>_Q='^,^V^" #E8*N8'/_;.^:G\$UH7IPZ16EN&FN* D2.!? MRQ-N\$.31>J?
&KH%U23CO>* =1L=E4A8.EIHMP9M_H.3QZ54Q(0LRFE\$* M/I^&5'#L|1L^C4.UN/-"8;JU+A(6G)6?
\$;V7IKI-6?;2M:E12JK*P-[M5 M8D0P)!0239D5JV.#9HUX6PF%+DJG#I(MZD-
+JH7??""*46R^ZNK8R#U(*9QKIB0;.8G1>YCN86@&'5MBIC/TE1 YGICUE MEE+(L-
XF>Y"OAY:O.\$WI(U.4ARLLCPW!MD?K!6DX'WK0>AJY\$-T.\$%O\$OZ M%&%P6C751.(#OZ|X\$,*@WZ)->
<(^@D78I&83 MR197GW<6Z_J>8>HFJCN*|Z5PK6\3TU@ (169'U?49'RA9R4M('S@IZW\$:+G02
MFP7!UN)(H|MY2AL2P/I\$W|W'W"/P#^# \$KUAOTIYXO^_ER'EXWVO4%)I|3M/ M0LNE'NB;3G/U
M>00QW&D.F&E?2*O6> MNX.6PGYZ(#/ &K.Q@XSSXWLTIPAGRF<| \$2&*Q.MNS,R)RFBX50 BC3\ED4
|6'6<%T>=;@H/ZG2|H3BBY M&I>C@XM-P^_1J)&1K.PBD@_1(19D%X3F<8R-
5!)RD8#)D1>7J6UEQ9RP\$Z MLRJW2KK8\$796E4F?YLY(1^ORL%6 M=E+5)-'7*X)?
AI+0.M;7.N.;&U\$VF>J/29S>V&G5A1IKNE@;:2X=6'4-OB.U MN.OR(1W.M6GEZ.)^NUZ;R# ?
3;|EC-LBQ;3VAJ0N)OSJ6/AE!UI=" # T M\$%PO\CV/|JG"E\$XFYD2UUDR=|E9:AZ'7@MT^TBP7W#U5@"\$.
(S";4V">'0%< MTYOLR_NLO|1UAO5^5=7%|(HORM69?VILJA@\$%16!>^H.J%6RT2I?D3IN_JG
M"M.8MD8;D.DKA94C|S|R'81" C;AO;%R**.;@J2NU;+*U5&C>2+O)6LO,%=J@_M#I.5-%+T)+-
!;^|2M.0::N*J2ORYSLF=->USL;\$+<=F2|D^/&7N+;.&9#X| # MXS@;:9|
AD36(;O%J1?/YW\$9#5RB_1K^IX=>?/GA)Y/;P!A3.JU8W*|J3 MJT?OX\$FOO|!\$;:T =;>J3!*%1=*2.UAP#
I;#3(UYS986H5"R=#^&@7.I.ZY MVEJG<|I52BOD)%HDX^#.-6))1S.9.2;/T*L-
(19J"8RECG14KW.OI^@8:K MI#-LU)8 (HM@"NO(++;>.)I/=;+ KV!>&\$Q1|BJ!)&A(Y.EIH9XP+|#!+9R
M^F(M41+?5D);3LD5)+_SO\$D9JD/R2%QA.L|R<>#D-0V:QF/\$JNHRPU*;L3 M=3/8!
^|284@W.+U^|I'JTX02WWC"8I+9(UNM9X;1 =;KKF_&#1 M8O A;K \$AFY6_RJP%/?F7O8#Z?
5>_;SZRA!!Y#;XD3H=|4/I5=C5TZRZB^GU M1O\!X%C4_37Z|E3\$|VORX|K>|2>U3OEE|EA;
(S.CFYLOF@IC3AN6_L4;< MZW"QZCT\$69J#EC)7M+TN>X%|=K|TS01AX\$N0)T8
3_U#2AM\$*N)CY4A9L.8@ZF\$P@T2J ME2S*%?"D<=7GL|ZR#GHWQ>W:2%X|G) #4+M"
(F!8N\$.AJE5WV5R*LMB AMO2 M\$?85I|W)"?3KV*L*+>-+O+?1UD FE>B";#%.-
;IAKW2W|)Z..0H9C&^@ \$0| MO>G%Q89UGD39S) O|>E#'\$5GL?.\$'O@PMV%'2|9>FR:5YJ?
9C/DW&K.B4C%Y MAZ\$0Y!<-MGP)IKD_-=!6VX|C M(P|T5*UR3>R6YV'?>.V-
U:8\$WEAZQ6(BG=H7=M5SZ0U&B?|>'W3-E>G!;?I M>TT,BHG55L04KL:2WB%P97,V@UWT2'91SXB)'C
ML|.#/LB&J5;|5G\$4LHEG#PKD"F9/E%+?F3;L+T@'S_AZ<%EF'@%KL22-4H2
ML"%_'5KR;/CPP#|G"9.I*|R|3|VE3JU3>;TAD7|;MQ| \$HDK*DE(78S;K\$|

^8 MY/I|Z|Z|(4DF#)E5?K3SQ%LUZOR63)6>"K'\$1^*5 X_ZZW1BKL;W 'O.C TC' M=RK?E;5LA;-
RH". \$BYI^B+ /HES%W_J=D)UI|P2OZ6O;%T'A-URACQ789 M.I !;4./BSB>9G&41K/P;B0R| LR?-
L2H>X\$|9T8\$R_Q>C| %IYPLS1@QAB| M#)-C1CJ=QK6KQQ/&D< THD4.%^_0DP%R|BKD72L?
0!O9)DYT9>QJ5T2B?T!2.S@3'IOH?=[PI7Y(=[@QXCS2YMB@I:9.7D#/4RL(CC MD)C_B<=1|0.U?1?
5@>*IT3UY|W;'&8;+|DKC-)D69ZPC<1&V29R/LQ8#;_&? MWJ\$|^|EA_ZC?\$5EJS7N+|^J|+AXD|
(|SXLHRL|*N@RDDX)F29;

1S)UP+5>=((F|3JALR4Z@)#N66?ET-?P'IA?;&2,@/K>;R8LT^&*|4>;Z5^4\$ M3W9EVVEMBR6H02/;
|C1(OH5B4%-HQ9;QL_O(?-"\$0M"W4+X_OU3TFR\$5_2Q2 MT1N3>QPQU4\$LN\))-S="VR8GP9'YK%*;-
F"YR0'W8C'GKA*9GNA,ND+44)C(M('N5J?G4LE11XV.&GCKP\$N *8*S&AV!&C|HM,-SV
ME&Z_66\$*""5%)Y*+8;>W 1A|2H(T|10D/EHS&N@L(501@>@V6T-90*OV1|P M=M1GP ""VQ*
(JL8Z6SM?BW)41F5M9H|4XFZLGG@D^;=CQ|*!+6O0DHKY.T9 M@E?9&%&A9WE3RUK=RFWSX\$,X\$)
<|I>O-#?;0GKJ;|Z@SRG(UFUF1%G7|8D MGM0U0L5D3JO"
<-1R73|>7B8VT8C%\$\$\$|4GO"U)BI?2^6Q'FP\$T%RP>O7S.KZW M>J^VX4L:2|9;FS=G;Q0LL!
<%CAR;TAL|UT4G+U'D8GXUA3^+Q1WMO+=Y|S27/I=1%-2.8-5J#U@&QME/>+|(P@MC8D#9^!;
(V\$#JYHC MVWSBT#2?T&SY+W5|I;#BJ\$^36';>|ES46)@3|I\$9W=[Y|V+<1G%|1-P@3OK MA=D"/HJ_->
(*L@@4T_?F|>|V|M|3%)LGH(\$ \$38*_E5&G'_R#E+.2O9)FL !#YCL#0FT8#Y)6!)Z
MNX(V<^,*CVKA|>SY(R|+^OA;:5;M.T(R|)=VH.;^ECA0B<3;WJD%>7VH02
MKW+Y9|V|>_D&@P0_K@37WL!|=W/MJ03+Z*0YBB.WKT5NK;F6A)UBZ|CJ|N2Y M|0;&ZO!(-
@4QTN>66V\$,80|HQ9352^D=H|YE.DV0B|B^BK=U*\$5)J"3)ZS-M.5?
B|CC;:9)F|<(<)\$I*;))YOC(G",8E|GLS)4AG74.CJYY?|@A?38|H\$&
M7U9^_13|.RB+MP/*XEF@+JNQO(RH|KQWJBKY62;*7#P*3E'G15,FUNG7A09 MQV0R|2(MTV,MJ
D0BF+3T=6_6R^H';#=#ASX!'PC&;5:T1N6;>05R.W;+%MY>)!1A @
H\$SXIR6M4W5EHU+;JWW;4TS+F'NLS%4QA"3.AX*.;3+AQ=L/H+ MI_|ZO&D.8V|V3|SJ?
=KA!+B'>>Q0MY18P4;+K@*OU0W?%?R+ #/ \$#\$J|T*>! M63;+2QC|;+DR|J'A|Y*-<
M8CA+&U4%3HGM3%/+ S*=-,XFF@3).J|JP IZ=X\$ E^R>;+!|*N|CE6=28WG8 MI_|P3/|WKN?X
81>#01Z%=-NT.6%MUK&|X8&N@D*99*3F90|DP*;D/#K;G MJ|.'AFIANU-@V5ZH.F|&(Y;EF-1002H&2-
=|^@K?^|F(3EP|Z)I").H47K. MV.04(#A?VQ\$QD-/?A1S8(\$4G409KV!|K2SI#7GRU_'P7T3D\$W+!WF@B.&I
M=;#.FM*-YE@).8*4%\$ M"0.V?J.AFN^B_K8|Y*HR1/FY9PBO78VO&.P'E|D6:20=B&K8>_Y)XC)DK_@M
M.V4|UL;#6QM('L R>|I3DM=.6.RYSL57|SX>G1UL|Y^M_'Z|>;J?EL?%?KQ
M.^UIRJH@70^FSP>9>@29RHN>|+*U-S6B2|"EYC/(-%?(&/K<3*1A;+B6X3/ MV3W"IAN&LJ-
)1LG61>WF\$^^(646-ILV9KV)<|;H=9B9-)H9^4XG#X)I^FYC M'\$,%8!M;C.O@JR"7&.*0I&*C\$6Y*8=-03I*

(MEKT^AWJ%,/XV@6^FT1Q_7L*Q_6NF7W"O8_4I#AWJCI=.HVUW1/2&AOR3FE@
ML+IYM2+Y4L78BLXN!>%C!#JXISO'GBS@KJHJ&ZYIU3?1KY6.&&E@UE_A#S<8
:6*C!NP%J!A0@^ID'M@Z>_%=JB,,MHT4 MBPH;@AR*G,>5'9I; X,W)2(G'P"IG4238@YX\$(KQ-6;
(54=,363%BJ8:RA, MZIE'BG+2MZ(4K34KS3F8NYWJYZLI#?KSD?-6: ^WC/"HG"\$R)J(^?4+ #J;*
MM/P_8/8CI9TAD;U\$ _4I3+3:O7KW;9O)/I*\$Q')IA'S>R[IVV<9COY?RPF S2 M^,)G^!>=&
I=WMX59./.%AX.RG?=A/ZBAP3LA"@F IYBE?Q?<)0.Q-YA
M8*^1KI/AF_T",T#"T_THBH704\$.1*T.I.R.*=,3CV6)V\$ITY^FGTM!4: MC:/",_J>2^M!80D+IK_"?BL,%IQ=
(99CC6W"18W.J0Y/=VJ).JKK9TWPR9] M8_DZ43>I2"=*0LCTG;I6!8)K'FI=-GS3. W^H6\$.^
GU9J:S(\$X#Z7I?SD.V M!3%/_^*^,&RA=E5&H<0SXD;4BL/,"=,3FID!&DJUBJH#+3'S4881\$1LR3L,8
M*ZHLIBDGA-S4B3#I Z RN+FS>Q;VK8I-3H>G" ^T-LJ0=XTCNNR \$!I6A:2/& M9"1)"D1SW?
4A506*XR8LS3*D_L"<>(-AJ6L(>,,D&T<_)LDIXY4/,!&[H]M;)&'E&P%_-RBIIF^.#1XOV.6A)LA-"
%*1N=TQSZ6)HZZI5XZ%2Y!J!N&GZ MHQ3X)!*(=0ZBEQ?)B0H;2*99<;6ND\$0TUB'^=I8HP0&4BM#+4
+/0TQ-M(RUR@@TG*)?JIO)I(>"5X?V9Q?C6Z_N:IOND5F2M",9C((MQ6,(A6F/UA[IJ>D!<;6ORS;IVV;
HJQ":/ @/VVD\$X*O@OYNZ4H#GREN8;@ MO08K@XCB?J)W*L!>\$FR78BRV*,5?ITE@\$)RL
MD3@ZXYE*#Z\$J@>^R*&2R_=5=/6LMYE?U\$STAZ+*)P.R 9&^X@:X4VP4AI#;3 M+!U*^V-
PIKJHJ^8H>BI(-JR4?&SI IG8WGOZ*)?^(+&OSP7(-+/\$PJ J^R(Q-^LJ7EY*)D"IV>.GJAA255%D8"T+8
MK#Y=MCQ/)+\$!&<)6DX8:9OF>6Y[WFTLGX]30V&MP!\$?">*,Y00TVIS28P?B! M6E1(0I^_S?
AY(*,ZZUR"A#C6JO,,H0(2&#;AB7.'P4CY=2U+^N36GKPO.W MR-Z#O+!H-J86G0\N5P!IRH;
MU\$8OZ(O!QWM@2?BH?D?&.)67*NZ1Y^!O->R7&L8W9+Q5U9C+7:H#R9)B)?
B#KL#&%,.B.SIZPIJYI=95&:+<6Q*!9HS^%4W MP!;Z73=Q!LF6M;U!;)F^,\$W+WYA+I9?EQ3)3;TXVDK
ZP<1GPV;^%IN9*.\$N ML#5X;W:OO^_7XX,EZ'R*U)I:P4;^I<_8Q"RO_VX,\$20L)8M(!
ML#D1AFX:CO1'F*R7JD"N9*Q*Q@K>:'*EJ<*9"GJ7+C#=#AQ,^_5(N:J\$XBZFO MI4WZCD(Q3EP&GLR-
;FMA#%I[BZ7# MAS)' +06L;Z;@1W(IG-DZ6I?I3M.SK4S)Y).&-S* M8MYECE0C<>2FZJS@<<MV8@>,,
/I8P8;J8P#T\$VN76LQ\$#QAS 5I! MQ#IEH!&X'%M&'S 88 %"8KDX+43RT1 MC,%C>R0I1=OI*+F.LM0
S Y2,%*R7J P.CO'&:#KWM;T&KG\$>2C8GGJ@RCP MZ>5T"GG;:IG/&>_@KJH5ZV.B8BK6.)
6^:QJM\$UK*83&W B#RJR M=;^>I2!<7AH<1"\$71I\$X=8F#85E@YS;CO/8^T ^\$GP>6BV X9GIR"+
MOBNT)3P#>I%N!/%P='Y!<7(KI-8+3EQ\$A6G;YU8W@P!O*SD"N702?F*L4O
M:O1@6(M19B8R69WHR*E+0UJH!2I;5#\$9(I%,(4GEK7?%W+H@26V+^P&I5*&7
M=@;TTH!>ZH4VG<.1=M13C4KC63(OJ!0*7I3:2@R6D%-I;87J!#P%C>IMI%+ M\$;099B!7_21'O@\$ \$UA?
5Y9CW3&>\$F4%'BL;RB EB;IHB2V.F)\$>[1K%F)6+? MJK/@I4M! "@Q6Q /+_:DNO LLT#AC)%-
_8!DK;&DLV;)BDF8FLIJI5_2*@8NU5?;-+2HM"8/B\$L(=5J>IHDUPM6#32S318";4: ^ZKK>BCYI0M MS89
&#F+3;:V;""#-)P!+B^ F4;&J):6T%3CFBNP/2@-OZJ=RC?KX#3?>\$U\$
MO5+X1\$M(JI_XW(+B#'^O3^6QB*0'_4K?\$.^->P5M/HPEF) !?IH1@T^5YD&D:S:45"-53G^W5(?
IL5K*D-CG?> MW*(E_:PT1;=6YGC=*A1Q*Z/ J+)D?Z\$H&3B&^8I,->M5HT=M,#&U^V_1%-
MBB>>%Z8Z_73O#3PG2^-#"@;IS? A/DXGWP"CD'<;WH6 QU@87="1^\$5VF* M71!0/&V=A,K(XS\D5<1
6KI>=FIYIN%NF!;RG;6VS+W:42ONABT*JI*-7"<1 M01A"(\$*UV%I NI<)PRIE G"N5@8+DUG.*H?^J@& 3!
V=;4 I6X2F^_:P>, MRYO>;@AIEV7J0G-2;C*3V^K>%?7"* 0TL""N&SQ>#N*)N;6IH"_I"/
M8OCE(#4/+C7IR#95>A:4R2S*YIYEJP MEN1;N7I^R;;TK_#5WJ/CTV=&ITV9D(LFIFZ?+^>PV^IY
MU8ZRA%!:K>+;5IHJSANSZ=9,38\$T?9K@BU%I49D!+0KM/5I#S5(T/ MBK'Q+W7+X&U IY!!O7<14-
RI9K>.CVI'86YM R>OVS;Z'ZYQ_\$(IL(*_9V(M,HJL..IV(06&^>;#IHCIAI\$9<\$(2YS9?
QZC/*X+CG&AW/L#WW!60C!_"I M^3CXLRG3*DX77)CL(+V&E@C;W2?
S8@&W(N=)S4DIC8/8N4#P!5J@2>BC9? M?>X\N>)UKJ(8D;M@>I^C&%?CM5%&;WSAI^@(! M^
&HU/ZLTJ=DD:Y3W#8XW"! =04R;"6O,CXVW35FGM?D?ZT@Q,5MMZ6P"?
8".FYJE&"SMV0G=31S&I;9K6K9G/3 !>0!Z706 _F2R M;IJ Q",C="\$ZAT4W07E:4.7^&+3M?L%1.S-
72AL%?70R/\$%:X"+!;@/0!< M'F.?L20'C&;L5U#K7)B.O+C;FIA;I(8,2/-,3KI=SQV**
4K;WK+RFEVBTZT'Z9K4NU\$N :\$2B5W MQ50'N;YON08&WXYF@ (HEFGAI(FE5NX26D(0-
PB@E(C%%(M)!_A"J<@,7 M@55CYP;M;34.AE/PO44FA.M;-)61(^B!PL&&=19IF#U.*^0CDP-(CC-IL5@E
M=9W96(O7 R.81SE"P71/ZD,<_KYE^F-DA")+J3V&X-(U+3%IPZE X_B"AX M\$;912H.N)^A4Q9
"@3DO\$0.I\H_65I3;UN6#M-R_M-OIV#SCL.YV4AN_MTI\XH!O!#R@ (P&D'SFG%JCX-
0_\$2A./ORZ>+ #E^IL3"Q*(U_?#X+U."" MHR_0Q82"L1<7%WIV?&SFW*,X-
IOZGIR<'@(+IRI2K!^HOZL6/9'W7N#UUQDS<83I""VZ?Z#&-RW&/"B M@RL+;OT3M#TE M@-
^IPO9VRR? 'AA/#GUI<,,Y"C4#/UT6#>I8Z?Y=IH.*ZV*Z9\$W,3OC\I&D8 M/'IV OIS'OI# /IGSUYVYNI?^
RZ9S\I>0;_IOR_?W;RXE!6^M I9&1%U)J6 M8LU#I.@IM\$P'_37A5+"7?&OIS/CF07LKR)(PF \$/5*A(?
JXNW^JO M#EE"-253)W*XT8.U8/C=.'R8I@&&^@QQ5_4S9WOGXS*>F4J<I9);DML.4
MPWS0VVK!32@?45LA&\$8?O5=R)/N0-AV.!&^IT2H 21A<&- \$R6BI_6H7IYTT> MFWH!#?G_TT4&7I1K
#IL+E86>3&LD?8 %3I(@O)HJ3I^C\$<1"B!4)45\$D;
M0YR!\$^C"!.YO@3F31H\URBQ91FMDINB_\$JHF.I**MMM\$7K595060)VATA7Z
M_YE@":%X!1ABZ;Y)8"QLLXNRM*B"=3/TNJ*7+/;/(D>'IR^JOT0L3^YM#^ M;IX0404%),H\$H3(Q-
>I;8FL;N9_7IINN@=R#83@Y'XAPIJUE\$^#L T+U&-! M'3'S.,+
<.&MN"RFKL>N;!MS!^@ADQFG+LSK.FT==M%IIR*+I8.&U>EB/,@R MHV>Y>*W3)AK(E'#8I(T)38M;K
M6BC#S(#.7WRNS0NKS;"SX#'.PG^X CT17#TXO3767#T&T9<^,+>2#,L)JU M)@IX20 @FO7(S%:4%:
U+EU_A=+V5S" RZ'!&2\S9HG Z\$+_ERTI_+7_@#^(M)TC; @R=67=;L?SVI!&=IC<1"<03VJ_#XB-!*<
>LAZ.#075)\6 MR'L#>T(5FBV.TC(GH/%'Z@9M+28KO4YCH"%)OB74(UPH@5BP43FIA2AH+<;E
M;I\$OB(Z7 M:#S0;^1R0."G=;>C)4+P6-@?S+;8-'CI?DC8"BLE.VD B7\$T\$^L;#K)D M(YDC*;H02\$W)-
I6@F*L)C;4GS;-F6D>"C_0MJ%- (P*O"28/EJ8SQ/E! MX=I!%A-
BA5%M+I==L;UHO"/I;9'=+0VEI UP#+ZT%(T+02Z9<-I;H3E(WW M+PT2,7TI!HD@M;)')2=6KU;
<4C\#I6*!70^0A@HHC8\$7""+=99/9HF(5:S+ MI&::&?
3D"6I&X6.D@C^ (W(.W)=1BMR7@I@I7I[8Y0B]=!Y!ZOR/WW&\$6. MS*K_J_<_?
4P8I\F+%#J!JZRWJH85%RR,"K/138WYD.+ =J&64C4I9"Q=%5

M" T(I#&)I*11*RR#SE\7CA1AZJRO&?I,G+KJ!EYGF1\A5Y3X,J5^@^8Q9<(T M:*BGJG8_*R3^7=XRWL-
A?I"33WH/%3^ZR(>4:1Z./+4*,:EY#9-K(\$H_F? MHOQ*(&WL9IG61F:MJ9QM@B2/C8:2?G91Y=)?
EM&_DX/I6S<(H&F'T+>?I#B MAQ+BD=77_O_>?&J:QR_V5+UPSIM4"))*&M\$=G\$:>GU&Z1DD?G-
%*QN">Q\$'SL6,2I#I4\$ _55F21/5N;2*T") 0MO!<4R4KI->/*W!T+.AQ2,
M"=^,0;YV\$E=I#T^>740B0<3B<^+JR1NLA'T'R+,:EO%5/#YHZAS!WQ"+',>B MRE*BR.YS/0/RO,
(M935AL"IBVFO L-ZLUT0PVX>8;)G7#V#C,OGKIEN :S/28OSN?7\T/6OZ_WYVF>!=KTE6\PB#":1\$B!\V4!
M7O,!T0.ORY3J\OM8?^!\IOSRHJ/M746:=L:KK_'HD\Y:CD6_Y2ZY1?JD@BEJ M3IX_.UKH*GS%P.17_ZI.5?
G65RDTPCEZ=C)\EA\+BU:(Q=+8'L_8VOJ^"!U M\RYU/AYR-#+7:KLL';Z9)^1+ 8';-V;@:1VN)!I?
_)3C@,L" ^KJK92R=I\IVR*W.*V(S(T,ZE=04ZZ=L=R-4GS MU(-TWI=T S\$GG8#3C\Z05L400G0((3R?
\$".',3#4A6-03+DW W.S\ ^"OD%2 MRN./?_1^>1"3^O>3=9%7T+(I^\$!QX_%(B0=%KY(%\$ ^
N6AQE29+:09UG4C M_1V5="8O@Z#:I2TY\D5.L0)/58Y.5^5M?M?F9E'M9(U)MD&K3SC%T&7
M)NNF2#\JIGW;K.98J'ZAU+PG3\PGF"H&S#Z\$7XJY63FR1'I^<4A&K\I00 M+98T>\$J\$/WQDIUS3D-)
(:37F'9@NJ^ECP^>^4D%277G@;&52L00^\$6:S"+
M2;ZB(QIDWC_YU"A4^AWLCNCGJM"5QVJYG>%O\$9'@=5\I55A7@X=ED,N<9'; MZR1Y
M=%U<\$AD<J+)-R?A7U89)4> MBD:TCA:H 3DAHUS\$YBEF(M\$'6_1QP PUQ\IC+FC\7F3-?
E86P8D9<32M&I R\ MP%QW@(U9V-B+ VSL,5*Y0G@*4#I"E=EXE%,JN;-6C+#+:T",S\OYRL+?
NW\ZJRO17_3I5=^:QV%S8\!PZ^I'M8':G.9^@Q%L M\0QLF9>?H\$@"4VJ97 &U\742RI5/O\$N?F*V;I)-
_44MS0XRI6 R:1#/:EY MUGHAX9DRKHCA-P?TTIS\OY',4=I P29,^Y;2P:L3_YO\$JRS\AI+QJ*(L
M\G&K\$"\$\MWDFI@ULT\$*HG)D4N\$|Q%>=F%8M%Q* @BY RO\V\$347,P9\999_1?
YUDUM<:%T6689"1\G.1J\$ LHHIM,D M^"- B8@7S/?75JXO"(V.6S >P>0P %O-AYU'OI-
JNM4W.A^Q=R66P\$H-9) MC=#&4,BBN6^PL\O\G+I T>\$3.5JG5;Z@C0\4C^*06"(AIU@S M;V"5@T"H,O'
T@L5QR\H^Q+SQQ"Y@L;=W.X+)-JQZLR2@?9?H)5B=6UE#6X, M!<^
Y\6'HJN'\$\TOYA1\POYAI"4N5EC.5)0WTAV>C\#W8FI_9^=-6:S-A?E
M6+WPV>\XU,I1R<\$P_X=2',5H#13#!EK(\#D= "EB(K70WN-Y<-YGE%G*L,(MBX@0<@Z7E):BKB&
(GP'3#P6^0Y<_W_FQ@!84%\YM0MY8X'+)*F&-&&"KQC^ M8G<_AQ%GC,&#L^(O\CFX3<1A
Y&LW^F')O\H(%93-Q\GUCAY&I\+:@D\$E MI*3J&\57Q_LT9MKC!/?7TQ\$>JPEM-1E?-L6U\(<9E=
I%I%NB0BIA8JBHMU MO7WM^E8NG.!2070NRY ;D<@<+1K;0V#KE@<' MH'5ZWG(^N6K*(\$V\W&S-
M MO\Q#5MM/=I=#HNP\$ _3EV>KFL,".:I'8'QLW\I'4\XP\I1?S'TE\252X99*
MI>3*N6:=X06(7I"N\6RT0J:=#%H/+MKJ"(O&7Q2T9PXD_2"%K"QN7:4TC#:+ M
3DWO^0*DP.:PZ(Y7A\0'(1S=&+G4-1M_FV0H3 _AN\57F*TG7.9.2\$Q; M>2F%.0=9?5A9:24BI
ZZ3D0T_\$B'= M\I+><^C&'#:>>3C?>\$#C&^S%(E3OD3<^Q0)\YJQ0=GHN\DJHENG^CS";/_EV_
MW>M!4>XSA.6GS;PH8X8K878V,KSCG4+I\A3M01+>@-HC1JY M'=. *G#8*S6PU70*^;
IWDI+#+>PB+"A:XZ\L8OM?#R@D\I99B9 M%\JJB/&BN\Q >?XG'(TJL!>3>ZQXBSV";U%CMPC@P:6]=
IDJLE'1A&FJ; MAP\XOAUSJ\IAMHEJAH=%_632,%2"O_'8"9916@;74=:8TW4-J+&2JKEU?_5-
MLR2JA3D* @S=(QT/X=OA\ED;S_.,I<%\Y=6DJ5P_9A%7\$<;F>I<;RU#Z\I:7BGN'SDB#=<I^7:=
(,V4WV7:69\230O&C3^Z=I;+W749'TSL)Z M4S19C*U%J5

1(7BJ:)G4&VX- M@HZWHG01!&\$[M_1?9@LF61\590FDHJ?/1)@O/OJNW/9XBQ/^UX-+_*2QQZ
M)NU=#P\$N?I7=M=^88\JH?+.)QZ,:HF!\B\$')I9L,&:9LC:8JT@SAV:U1@"O M#ASJRIN7QR_Q6'UY_
O6(^1Y\BWXXKM#C,:>96M+1A\$ N:A)\I9D/9OREK MUR(F_)0OVC&*7N@*CX_MABFXCT(
/*L!4)S8Q,28)%@1G9')1"AJJ\SD M)C;X8\$BJ#I\I0XJ-6N@128QQ,R\I\B3F-SH&ZKA,
(YA"38J>X;TN0\1(A# MK_H3#AC'<+)U!SG* @YNT.I/C/*PI\$=I X
M6VLV\3W@8GV);4K9(N4^*.\$'TT*J@&8,"HDSM@N0?(2U9QL+K+M53!1KHVWI M=7\LB8?-">EMZ!86
A#)*H%#7R(K#0^BA=P\> M')>.N7=MXA_B;Z-S=GLLLC4,\$ASL";7E/Q?K0LDV\;RO7'EBH_Q(S259&!
MV%,:D<),S'%5^,PJ*IG>IX;+<^H4V#9D-LA9D"/,"<@%&%&7""U4?VHD_C(" ;J:7 MMF0\$W
ND@3HY"=:J^/@R"(KWR#LR0QA)@S8NTCEI?NXM6-I4P/#I\$&WL!7, M;J^>^,/=43M;R=C*!;&"T3XF?
EYKGXO6+A;ITA@ M)Q8M+L\$B\B36+LA_61P+3W5\O7M>M0;NXREJH(L@+,>I\Z.MPZ*,6JN3R\$V
M#0^_GFU5"N*6WBI7X6%K;I\G:XUR;95."W;??I1EYV1+8+X\$0I072+SDVJ;6
M7AK#7_32AQ(Z@^>3.3.B^Y?PF\XX@.\$%*0RC&#I\JEQ5%V5\$OKN4FQ'@E\I V1_M?P",.<#8JY:'
I\G\#8OGROL\0O\G\G\I)SD32^1USLO&T?RC-Z_9KL5
MTPR:&Q4&WIUIT0Q92:DBP(*PL=<\$PM"@THSF4X3R5;J\Y,J_IG4:>@+BFB'Q)
MO\$=EM9OD'.3CP>3#R#&(RG,E'<3E?38UI_19 @C-H7D8-T/(IT8.\$C@52"
M\V_&^6C*8B&I28\DN5L="U.O-"(AK;DRU:1^:VE(QGMGJ.#K*)-KI\FGK MU0X"JB "JEM1C2?
Q%_D/Z\A@,:H4_%0D&5+E-D0_1TG;,IBE5;\$;XG*\$@BP M8RYYSHK*YN\I\M&OPZR368SZ@LFL(G%-
Q.ZTQAG;#:-:NP&I?"=,*;/C4S6]=(MK5HEZ?2QVD)&58(5N6"J#(KO33>4M2I"=;.(A80Z.DEG:LZ?
U'G26XL7L" M,LEL*3\Y;#;NM09NW:7).9IE\S^GCO)X9'(7>^,K402JUNWFA62&.%1_26 M#
<.MD4JX^,IL9+BZ2K_5FV)\$G7T\6+&>2.*D5HS3%Z,"V8EE#Z.DX1.PV-
M'7I8!#PDFXY=0K;TLHS65SH>;I\GL&S^>I0BF0=_W++J_Z<&0^V)&);..Q
MG)N_ C6D6FL&\$D@2SXU8E5\I/^#0="B6GE#% K8\Z6+@)W#EJK\$DY! CK &PF MTK@R=?G;
'(Z=+FD)O\UI6O_70UK_+Y'6/TIV MMW>EY*+>K(EHSOY&EL>21U540\$#V5=H6@U?
S#Q#&*JS("W4LD\$ "VY>= A*6 M"4V.ZFBCCW?OH43\WGU0:/8I&O?SBNGIP
/%E++4QX\$)24\OQZ?/?>.A3&0 MCUX?L OW+1L_'I^)\IT@I\NX8L_5\%NSVU+=!&I(7&EYD(F'D@E:X')!-
=0 M.WG@M?0.?SL:3JPK';4)8)1G6:A*2IRR\GI430\>G8R\$SMW.W'@0:A^4*B^M1-
ITK=H;1_LX\I'D;Y4RB>3P\GUU='DXDNY=40X1O(I2L,E%'OR67*85Q:3' M(INDA*A4'
ARH+5SC^_K.3%"JG3\$9M@G-VG)R> MDJ:L^B&6E<+/: NTF&K MO'5'3;:!%\$2ET-
DO;_*J&N'A.YFT:A*%=O_I\FU<9*ISV5:KE19*M.R0SL3 ML<'I;R?
K/H6.MJHOFB40D'(3Y\$'(TG\U: ^./N77SR*/ZS03Z'WBJ\+GK MHK9.DZ:C@W_/"X+2^QT56JF'778Z?
P"[(IRV@_W2\$252@_8I=8(H,>,* MDGD>^#E AE2@G_ =VT\;C9"\$R#_0*2XP&NW_*S7\Z.DZ8WOR"
IQ#\@?I\Z7KV>&%D?I\PO<^W=B/7X#Y3*E&1QYX;<.#W1OG%2+,IU3 M^!UJA^I3Y:3GEH

02ZCQ7&#VV%N(\\)F84?;I 4"XQP(BQH "A 9: &7IH(T!PH97-ZP1=Y;J!;U!4"DK8K::F,B,)(4\\S3.A#J
M&R. \$H*UHV TUEFI-6(, _09WED^Q5U2C&+S5(LTR(+%DI8"W+2JY\\JW/%0(1
M0># "R,Y8CIK\\YV^ ^7"QX#Y; ^TJN@/>,ZAZ"2M@K^GN30 S7;:;I24V_YAKC)U M VPH'R;3!:-
D'; ^A_K_9QG8 -FJU ?;65/ Z;Z" E*^@26PE& ^),J'G6/Z_, MI*_Y(\$M;:8I6\$4;Z4)"KHL2@P3-)7TL
5@OE5V1+J)CDS8U=[79 MT!UNTBJK='SP6MFRHM4D\\;9,"4,FJB2 QV#F6,@>V)JP90RA-IRL*6K[-'G'
MA_S,'6Jk+NXZ*48<4WH;JE-TLT? %5,51U%QALRQ;*[9T54_#&A1_ "%WVD^JPL#S!;
(S)*X)I9RWMZ&#2M*20_ HW+;P@H_4H>J+=+92JOIED/"L3C M=8_42-OI'U7@N?>4.&F)N;U<9?
32""@+VS<=;/&!*"OY%N\\MZ5%UI1S+\$ M9KZ-, 'Q85Q!=O"R?/[1LVGY1V?
T=N#5H:M\$-35Q,%Z!Q6Y_/SO[N%>O:8*1 MV2W%R-.0@CVIR>??H* <6)I>L-N9F@MG&TIQDQDXLG;WN
MDA'LU7.WU;YV)E7PXAC1R_@L_'L^3)TO.P=MU,,I4&V(TOKE;7W6T8^0C,A5
I#Y4XV^IZREE0N1Z.CI9\\G/I?!=> M/(KMZ_P4A\\WI5\\S+ #O: CW?
RLA&144("8+H>GBL!&Z:E2&45VAVLH88ENB? MM=P.C'I8C!DK'&E':L:S-
)@:1GF">A+RB?I0E'J@Q9QIT5B-O/6LECU@\$R<M1F=S9R!\$0415BH/K4?A@R,,SX(1882.
I&DHZ>91ZHV1;? Y8>CM3, MFZ_WZX0XB.(RNL D#NX)VL.P3M8XHF"U<I?AL_ ^?3TG^?J@W>Y+!?
IW:/BX2, MN!NDJB!6CP79A11)6AL,*>6LWA*(>4#F23SA.A11=/QMIJ^5M;:4/^I&5I'#
M\$B)1\\U5:5?)W8F)@G4N 6J./ICP*C.(2NSUIUM;.GDWL1#FT&5_5V.*N!8N
M4&@5:HE,JQ+=DU@6J>?.S^THHR,-=U#A5+.48S""ZY!;L.^T=^9W+>J'6 M,QT"\$ \$THEXA-
!S4,\\UX T9:S!9>6.P8A0%W'\\J.OY)F.O)&@S=>8+0+\\O.N M-G(=90V^#;-
+I*5+B#WEH\\57QZOGAE.LB:U9X#17+8.Z\\VOZ^0_=-Z"2\$ MF+;M#/IEPG5I ?;6Z-X+\\'4:U*
<%I\$B/KB,S1Y)S""X^Y0QYX%(FR=3S> MNZ\$7\\88I(+.P;IQMVZ)B;JN2(AM#ELV
D#XXM2'SF.27\$9V&B/&(V,^AW#J=
M6Q37I_8:+Q4NS2%1Z!%IX=\$X5\\D4:C.ACLJ\\9TTI2@=2X<5V<*92HX!GQTU MI
;H9F(YF,0Q8,ML+T%KfV_3'; J-N%%T"IBJ9J5^ -8:P/94)*Z;7(24X@'YXW<#TKO&U+M*8>I<2ZU(%
M3E2.)0+\\!&KON;JP.9"KRKYMDYR^/M(SGL,\$4*2F_-7#@.LUSB4-624(\$U M1=CXS'7
-,^"1+MU*%B5H13R&O=Z^27-7*206:WP@JZX*6G\\7I_D@4Z"W=3# MV::34" LH/EI?
W:X\$'=@2H#N\\A(" '72 MEP>(:G(N(J*X6\\R MXL6Q2V.\\BI(R^U8/F8)_XN\\V\\YROY"XZ);JV<7?78T;R
5T&F2"U\\6LR!N2DLYF%"A11<5!0F!D>YNZX+U+9,J
M:C!3Z%3HWDD9X*CZBWQI%4*+*MGJ!O;P6H,E'Z?(>\$0<&P*X\$,VA>2K,9=;
M0+IF=T"\\I9RB+AIF3AZG+AJ/64A-H*I@3N_MH4Z9DL+A228W=QM8QVE,45X MZ4I
(E!+=/EW;/<5@OI7=L\\004%3*5J)@AL=6VLMRDL?V&CW F=0CYBLU\\S MLG&%0(;%JZVS4%GG(OVN 2-
\$Y8LU'L+FI VM;\\9&_WM2ZE,#"V#^@SW1:V\\>/-_9_WL:FE"!_Q&, MP"BT2T#N&-\\^76>V+5ZW"
(CU%..&-SK&<5 J.RD5S^+9;'E-0N6!A>_B^:^B M;RB@+B3_08/G44:H%Z'U5A;0XW/2)E95Y%
(Y)P+AJEMC'&!#%C;T\\;^FMT M")J;D_>_9SUQ=DWUICR,Y S\\U9<_0CI9=G"
MR^2Z(&^>4?."">ZCGN/G M=\$'V&T9VU\\I1@ "83VZ??'J*_3M/3K@D^WAU'!S! MJ_F?HOP:O\$'\$DWE=,I
I?#V;I;_\\4NP@^ZF8F2UB0W\\IQ GH M(<2%<[TN\\(
FL3221JR\$7#N;5G/SMH!\$Q.9@P\$-082;VS2Q&O\$Z2SVSDI\$30#J=T\$!;UYSB:RS@!Q7=R7/(YHV3VCCX
ME0W\$'(\$RX;7!AN+K38!"Y\$6B\$OD^H 5VJ*7P)#Z?X!PX!VL\\3!-I-P3>)S; MYUYO0UHW;
->^_VCHO'+%X9,%'V)P4NAJ9->"U\\VNEZ7H,<"S?3C56\\Z# M CT=N:(.9 3.LQ=+L; >9F:'WCL,O>'VT1FI0?
7<-_3,_S!;I(3H4,4&^A2= M 5BFM)59_RMWYC=",'XHG(3J_ =JUQ"QQ7A"^5-40%,+JA;GV\\&8@#I+ #I
M&DS6HGZUSE\$K;4U;N" F4F()#18!RS8:XI OQ(HW#462_ ".7(WZJEPUA4<& M0QO!<%2#8T,0D2G
;XAM276QW%87A\\3RHEG3+Q GE%5;-O&\\A)\\X3FW711 M"(MUD!L:SG5E_JF
QE9(H7DZEQG?JY^\\IDYR0T\\M#O,1C_@5I>4'O)T\\HW#% MA;K%+T"+PLHT1SX11VQ>@A\\I1;?3%P\$J'0\$Y
\\U#;2"N&D_\\I:0G^IP(I,?O M>A\\;!'^PP12G9TJQ0L&Z-(N,ZPX7&B:CA\\;ZJNTL*7&7*/2WK<*#OM<
M2,-P@_629/76:C\$'= &4>W@<7 M ?1UURL3,3R'3L>ML0>C,HR49^#JK-*Z9XD\\H\\,?'4+
(6\\1\\BB<*T"SUW= M0^YB-T?'4;OI>%5! Z)Y(6\\A\\I\\Y>C46PZV0V1@/EJS ;(>&8;) \$CKDA(=L
MN:H'4HPZ?>)IF"F%CC@#*DQ2<>AW33PR69B;H%HC -\\U3DF'@:%I<,@+)O^ M\\4"Q;U4S193+?G\$
5%5=NHEF?"S>L&9_\\IHK025;W=WE6I(\\I5ZP\\3WZ)
MCG#60IK(K%9,\\!Z>&GU#PKD'Q'H6^&!S=3X1WW44@UU\$,T9LG6;*L_ ;LY8A\$ M-!T440JWMI@Q//7\$
0Q&H#5;WPL145-UT2-9N>U+U\\5G^*FL"ZH^+;S;UT\\Z M^@I@_
CE9XZ*QI*TVI=VR.)DOX'+HUI\\LNHHQ\\^GE4):29)VD<3PV?;7XX&#F^#O =DGWZ*Y;\\25
M\$0MG%U>\\'4;H38?9YX2DL;\$=R_MIRDL9A;+UO;)H(:(3KQI@SZ-RUSG\$+\$V\\%Y1K15IV.Z=0
MVC>G\\ZM>+V;J7D;>\\H>_11H1;\$Y<*2"F+U&\\Q\$D)6K+\\OC*R;^4%6P.-X M\\3K#I\$>E@96=-
\\SERI;KU_ % #E;J;2N7T\\))%'Y%G8OIT95,\\=Z86K/^P9J*E ML;QT,LB\\;A(P\\>T"O_WF7!AS'3ZP\\
M*K"G,%*^,FXBCH.+A1@,##H.CLYG7#K&#CJL;
M<%3#DB)#R?/KF4LZ)H%9((JG"V;87#CRBP;N"8XR\$UP=/K*!\\Q@_ \$=Z;\$;
MU5N=Y^*J;^C:M9DIE&?.@5_&Y#_IAM>U%>J<8^X@/F*F=,*I+C\$;^=WR
MOL=TT/1T79I3'&X16E0/<2%!=I6J(?BM19)W\\!+=6*TF09KH%3DM-^<7SZ7,'\$
M!QS;I0:E^=CRZKK(U^R-JD&@:P&CRGA2UHM@HG6\\0.NUC\\1\\5K92/J@!Q8 MHI\\6V;\\LDB\\CU# =E-
3:M^_7 5C=CO\$;1%XYUS>@R4V7\\K.YNCTI\$UH?)B
MMM3'SED6LL,*+82+,4HUCL/^&.^ (9@K;F7T8CQ9\\%(PWL:Q_\\I\\1S\\WF++4< MI"3'WE5;-)
A<54_0\$^IE#S"GN=EPT649K;\\H\\<>7TG3+\\I-2S5^PE9?M^OVI M0#S'FA\\H2\$J&\\;
1'D%_Z(QUM+\\K6Q7@\\&1J;.=<\\ITG;+\\HS0NMRE34U.C-)UI\\1Y=) M"O='G>4Q;8^IY5HB==CHH!-
HO^_/NEM@6\\S TR-BE M1X;- "R;2M\$@!"+(N3M%*,P3LB0"OHW^D(./2>R <0^I>YNZ?W%(W3\\IBR-
%K&6U\\G19-I0T. M9L2YS6\\Q^K_ /<9^DM3&UT+P*DOEVA8)PC<# "&"8IM-1*",!FB*(+QB*N<6!+
M\\31M\\J(C+FW<_1P"P"5O!5KZS!+_ \$3;T\\I9%2S1/M#\\2Y%\\2',VGO.?D>@QW*
M\\GGD,>V=J46;_R.)+\\\$2LMW6W\\EXFI 69U_\\;3TXJ_WF=#>YQ6ADV+SLZUQ8^8\$PIU^#IY-
RJK/#CBPJ^FM86^J1S(6/H8ONE1V@9^\\X#2Z H:6DK(GD5/H\\) MV>Q>>O9*Z;#L0\\44HL;_Y3FE\$;DH_I
U12PH\$;?L+=DD-*(X<9\$YQLQ! M?
1P^;W&5)M=\$<1=)Z5QB0+X/W.+TU?!)L%.R)A7I%T^A88\$MD;SC,3_\\=L! M_E9"XLBO/B^NS-2RA.

(G\$JD(@RNS/:Z)@XD5^3(%+=X_%AW0K+3!(V/KF/XM M7T. M(BJJWU<2+-)RT:Q
B2S,N*J\$.9LU\$A(:W;M4M3\$10A5-J1O:6JT6E0XD@-18 M)2HSJ/O.V;E:SMW#[\$WIDE(QBD1ZZS9JQR0
>= 6)PCG<>3U=32VQ)J?LH M#@!D7G#P(6%#19'HD%:KYQ:XW,FB*?%:!.!&_IM8=0#?702_XT-
f5QV>J"#HCG(01HE?<(NP>FP?D<_!-=Q"2MFZDE ^SV?U.LUDTJ M:M@YH)ZMJ+E#T8K2 D>:V!
_5;\$BZ@T"3/#7LY=<0 (EQ'W3F4>+KY>E\$=KX M"<JLB?_OWW_.WCIB!A*AK>3MC.39-\$.VY;
f#8B6:5G5Y*&HVU,HB^BKY;#L/WI+=H8JS82^Q)&Z6\$LI[C;L?
U2E899D_2\$84TKN"*:5J3I*T^7L%2);.3+;.=.+JL6";.#+'+SLY0%>
MJK#;.&.QL:9&JWF1PAH>VV.12NSKE^-L86TZ:#0WUQ%^>7>=<@+(!:(L\$AYJVSU%Z\$'.XTN3-
ZEU#3NC^L! M9^DUR>JD!4%?(!;DCID0"TI>X4];.=8S.IS(W+S>E0:Y"G0;IKAL2@IT M+226!6WFE#-
%8P%TX!;6:N12F_LN+)G2!;.%+O.0RHADYB^V3#S!\$K.&A0EO#UW MT4ID!G%36AHL2@D_/LB(
M8KJIT)*3X4>Y'F'LBLOH)O?+ACB\$X.CIORG1>C!&.;5>)DC?1VXH'-VVWD!W M@@"%%P^VC;DG<5"-
R1&:6BK=B(O)1'37D:T=J4(5*49)S@REOI2M<%4,EB;&: MZ<X5G&+IRD)W.RK24K;U/*TL-
fCREIX4J00&FTWEU3'/L;.>f>S&:'f^-0S MQG=Z:BQKH17R0!3;ZF!QUF#Q!;."=HPH/QK_!W1.>=
3O/!A&/XGV?L;.>=PL45#!/H;MJ"5)SIC=5@YQG\$.Q#TCV<1I"0.(L*M!/F8&S4M(30_!;JMOC!K;:N+9Y
)OR:RAO;U=F9T'E#Y?F5TG9-R6/PNO7 MXY/GYC#GVYNfE=#_!P?
MY+IROTIQHREJ6)42JIXQ<8IFL;C6D5fS=-;%JKDD!4T85YY"KOL_ O3<=4VP3=S4
MKQPV/3!3P5N.D4JT.IP0VTD4=)&)|&+A_2QF"V;OB:>8HC;K/9&G! MD_2">26NWY.QI/KX :D-
V3)+%|H4MADR>f!URN6R%Y4A/!Q=/UEP5HO?@*6fL:9C3*3+K;(%DT)GRHR:>"\$fUI3GN0%&:5A40-
+XOIHIZM91GJL.=M\$E@|RNJKLF@NKf;5;L_ %X-T 3H0M"BU9-!P2E(:K=,^PH7f;F5QQUH_
MWZ:%Cf"/8;J4R7:X%L+L!\$91).L@|@HHO=**J9f!U>K=3HXNK ZT);."V
MGSW.f/9W8UA7RV+|C.3#K9fPJADJ88V-^f\$>.;0IG>*M&GUJ?IH5"Z+4 2*O?
=F/J,*&AH6D:2+5P3Z24.IZV2VF\$#.&f&:"%+#F!6L MJ(R"BRT'SI+M-
LP)N4BBf)5:+Y?)CF4(H\$R:J:"TZB2NE@N><1.6;7f>^A6 M%L&>A.@X^fITICR@W6Q;N S1"V\$)>JXf'
M3QG@;BHfJIX2HK3=YM=4Q9W=IQ9#%^GfX:RIAC9ZO28((O48P.fDGI/_6OZ M2C<#H#6>6?!"!%8fR-
*O1 Z.96AZW6^@Q8X90fH0BM+?U3ZM=Y0F7 *GV*V&C P%6!"E(/T-M"B3A=W66W(7PM1M MXHA*"
f5@SM4*#(S2#2WVUX5==fP7 f%#WDRBV"H-O5K4&R.fP@OI/MJNR M=\$7fNG#E);D:|Q)"fI&>(:.\$4f
FF.AfH=0'TR>N-@.fH.%fV1IRfZGZ'6 MO)IH_YJIA8=:.)P7>=6
&DWAf8BC.fXB%YUAf>E*^2ZE5D:M22R*3C7AZ.Q;.!RQK+B#U.<4%4 MP7f+!fG-?-?
*DQ&#%:R"6P3&XJ3GHf."*8O>@KL_KJ@fPX5 M%O45+H1E!f%3J HUZfB=4R)DC+APJfAG4!
<+#+@<@f@fJBFDDH07::NA M(%YFMLG"VfPf@?COCf85_N*!0F,R%"KBf"Y;E-Ef7R=HQJ>T4K>PY#fIY
MD*_GQO%?fO56> R \$3 M;B)G.Uf56>P:fL;K:(*)E3f%;VSG'f%40JKHR*VZfE"fA-O)fO-O-'R@NNBY"+
M@NNF5/W+&2K7D+);f%@+*5G"UTM)P,U>;B0/TSMB UHfZ- MOZ,K</p></div>
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>05Z.fVX#NRB<%L+XSVf MQEOCW& 4A^2R32Z_.B27'V-R67M*2%P(D9^F7%S!V0E;P-Of54=7*&5 O)f9f
M8EHJZ_'AVfY-fRfBDfN"3N2%\$.f9X\$4QfFWfT%P8RYP= B+!>L/841\$%.-0
M1RT2Y&*.Z'.5<6;XA*AfCZVY4)S('S0&<fTPY)PUX>ZBH*V-H0K6f\$PMZUE M
9f!^>@482BX(&OH+^)ZE/6U_+'#P4Q*fUR48PMNK.OXZP;<&:9YA -TX,XM M"PSH,IB
fKCL2;4K7ZPS.WRLW%K-C,YC" _A3G#M#Y8N4JHD63)%GTWM6-QW!
M<8Z^153#f#QJ*S5K*2SQ!f=SB*3+>'C-6P/;=NO ?%ULCC;f2@L MHBE5T"
M\$ZAF*#A0G/*YXN&f7#X)ES+Z&Y,2P+P0f'U'D%J\$97WR!)ELM/2PQS9U2,3 M+52'93Y:M03L \$K8_92
**JfG(EK0(SGET^R9%G f=G+\$7F0Z;_f'2X'_ @* M;fA^)KYX\$'Q&E;4HNC,2U(T)4";.*)RI>N
:4?fCY)^P,+6*f8XF"M0C\$fM ZL6JfHH'fH).3NZf2(^9^_Z4,N^(8F/7.)NXBIT^(WBfJDC@K+*fVK:X47EY
M5&YNM'M#*TH'-?/T3'25P5;>K<9Jf02-fH\$9GMBGf)OZQ+30DFYf2S;fEUYGWUN
MYF94;23U>.;^1Y%"E^fXMO'_fJB%OR=A_ ^*MBS 0fH)9%!8f*.P=A2WMD%(" MSM(# KP3
PGDfBGVIM^Bf!fM40V%AHH=9S_CMOfTZ&HP90E<V2Q8-fXL9
M30T(:@.VWC9:T)4RH6\$VG@V.fTD.92_U;H=CYfQO.97%TFfN*P\$\$.A"G)5R^
M.fHTK5T9JAN'OP.CX*GfJ.8_/37P^+3<1"&_23_VPGOJMJ*fJf%S"VBW.M-Z'- M@SX'#SYHf>12>fI&fFY:9fI
f_K=5DfS#W6B@.W+GAfJL=.;9Q8Z'f;+0D*6
M#>f;^30.^)>*#V?8QNX+)*S3P@OP4_H(PSYER0_D(\$B*6+Nf1)MDK_"D3J M+2*.DU^AAP;Wf)?)\$?
^4=Q+;!"f1V+_"_5^_%/N@=X(9G&2%;f\$N9^PfUYL>M6_M*Z.5FWQZBBE)fIMGDA#fOP;264
:Z'\$8V24DfG;.*C0_*BBDGfCNT#-E/%D M*<'O5;L*_.fFWf#0f/(f6Wf)4O-Rf1+K=NC).BOL5B&K!
f#EA\$+8>&Q+4*\$f1 M+(##?0F64CN38,Xf18N;_YGBJOU:A@7C2_48*&C0VK)
fIOUX:\$'LXVf(.#HfFf1%fE.H5KR5& MLWQfJN+;9UNf[fQ03M#C?&.VSZ%fJ
f%7f;.>MZOfWK<fP_3ARfD.YXKQ#4@;_M_37B0fJMU 4?TfJH@A%HR5QARW6fI6f17&K&DR"?
16%409NG3X M?-;_2V+;E7_B6fXNC\$6\$)f)/@20VfJ^f!MF=ELX3WM M6-EP#-
YHAfZ0fVf5E)=)OMB\$Y(E.f4f5K+DA1)2Y+f3-TWS2<f=9)^"0-&6!_MO4/-K2WZZX@^@8f9fL.K%f%J
QQYC'_%Q?E:5\$KfPF%?-W@V+fJ9+4\$23MC.1R&3X>*2fJ@WfL_BUfJG MB42_C>L8?0,4GW(9Cf
fX3A=F5JN04_K;6f7T M;3.ZNVfN?8&&+N=BWAURY:=4XX%8&2%\$S_7%KC+YJ7RZ6f/(WG=5ZR"-fJ(f
M6fIA\$Z-0=9:FC#PQfDfIO>f!&NMYf!f1O'f1Q/Z0\$8"01&JfJ01YEJfJ^@"/Q\$_1,7f!ON=:2Y\$*f;.%>G%FM:C;.
(6UF)((ZfA2#1)_MQWfJf%>QO^%CYfY&RAO><(O BEQ?f!7+N7FNfJM.C;>D\$V.LfKU)=Y?UE6)>01<Mf!
fOQ;D*UfO!f?BL#C5fQNI;f4_E.<:O(CRXB8f"MH*C_"(.f"5>W-62_M8f/f&_*W.*B6P-
33RVD/(f_6=YM)AA4QRRI43^<&_=/0=(WKfH)fW"#{K>'A MDQ(L/?,"KA,Xf/f+BAEZ@XCNZTUN
1*WfGK8N,B_<&WCI>f+6W'\$f(f&6PQ=@f!8;f7_JQC9VfTNL/f1WF9SD!f@_
MfRA4f=2JNM^X5\$6%+^13DJfHf35GA=MTWAV\$GR=2?8M)fVf!-2XW8E587PE6*+ Mf(+UfJ%Hz
=L"TLZOfK#V5Z4_/=-f9G6?)*P406UfKBH<2;.*QG_fJ=4.YGV35
M"#;GfL_f^H(XGL^7T;4>^Df/@HL*!:@:VPO@NG:KR;@H?J\$Q(f>DZUTSAJH^*HX,?P,Jf!
*G:6\$;NNNA9<1Y4F_VB MJD"Jf5&IP8_48HL6Bf1D08LZ3>=28LfY'R;=%@BHT6TfP,7f1_@+Hf<fO(6\$Lf6(f
M(\$ GF5P?)N_RMWA.5<&fLRfOSB8fO_E;+fH^f!^@O:MY;_O7'-2-2DK\$UJHf1 Mf4S%<<.fDQ#@OBf)</p></div>

(8@EB\GF=GF0SIKMJ6! MRLF3:!\>?C_>'>AO%-|,E\$!<%M/6.(#2H*(T(7:Y040J4@|+JV9D,H>(<|L, M!(<=?
7/P7X_+|N7.K=7MN>V42BC4^%J7=GLX+ '&2V6"+,3R3:W!6_@Z5>CEG4LX;T*1Q;FG?
JSU/LP0:%TK\$|*H=V@ MA2U0"P\Y0&E2U\U/D^4@_1_H)64!2MN^!&U@;0 |MFCC"18CG!9!+:5A1YK M.
I@%+NIKAKZMO>ZL_)=L3H+@T_%JGO6P*&FM! M%ZB7*TDB6C.UK).4Z*F%5:VZ7MA^V2,196RMRV-
A44YYL!LJ%U*P"VPE_*2 M3MC>,9-B#,HU2M*)A_X'8B53>)R:##
(V@/>=H2F">D24Y;JY\$N+G#FFL,'LIX+E2G3>L%=^*S
MQR5AI+:,0G0PID@/Z2X25K\B9=D"D*J0V4ND6RV;_G81+A%674R8Y\$E=^Q4 MSVX\$>R;(OXV?
A\$+IPP*GJJ*/B_/7#VIE0>7*QJV=IPGG"-DH.)\$>DE&^;R M#Y?
5NUL,;)*J**;&HBC*FM'63@&;>GQ^CDJ9Z10G;!--D*B"9DB,9!O'S>'S1W0;J!2@LT*Z)&=7(.#"9?(M! MJ1!,
(-1G#>|QU0)|>%_F56F5\$(&^DNT\$2;)UONA="#(\$M=_BDS'R.C+>#IM6-AV28GLIJ#'#1B98)\$>ZT?
NP*-1*DP|Q?6E-EP:P*C M3(IRJOW-WQ?
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0QIT98RC&3I@2G0*ZVD5-9A.L@!T;J>:W":XD|1L2W_DH3 M1V\$SGI1K4M'#)RKTU0K(|V_Q
QMH5CO=/*N+Q|'R^>TOE5-;)4NC';EL M^
="|^IKO+Y^%W+^,O8S)HS@;7;>J>T7H=N#5|YPA%2;+M^T(E=31'%Z6
MA7G;CHMZM\P3X%&H7+*BMV/U\$7:2ZJN+DUY=6"1-%J=U>W*:3OV+DSP-Q6+(9/?F4?=4-"V\$-
_AT8.#=FM|+)B7I4>QU|^S'.CU') MWNNMLF=6TOPZ;_6#Z)#MFF64|*8V(3&"7ZG8;Y)NX;|6N47"
<;P)%^_0QLPRBGZF+7|_Z H.SUY-2*1|VFM#/'|R\$7M|X=E('+:<\$^'BB%Z*=' F-T;U-
08^~3:O^1IR!%X*TE%>E9J* : M.&;T0?=&=<
>|G)V4E607I^!W'H^_S)>6!N;JYT6EV1G=CRSL*V>Q;V;+.V
MOI:FLV;@KZ/0)|@O9GHR%W)0:XC6WF9@A119AC/RL(-+M5HUV7>5\$!>@!U8 M0+)D?;:/!9/@;
MUV9Z=O|G(|EL5C-"MWX|;2(OVZ>7A 5ZJ.H7FEE+06<1)J)j%>.EHXV)# M*_.&0HB'MX*KAYGG.XS-
FO-:BGS%_%EJ8I31J?84RC* MO\I9(I37 -A(HIS+"GI>J!\$QXW;ZK|7>45 YZZ1<(<(BV3.!D)_'GEM1VV7
M)_JR>G2%3W|=>C+F\$OGA&/\$R1FZ"7+ XGE|>.44V>R@'D"2"R%*\$XBDADG|++KV7FVX_;//^;!GBN-
3Z|^\$6 M3IY'W='JO.6=3L?88G&30^Q^EU6^~/U_0D3:_J%*2MYRGQ'6;WSW?_KD//2" M4<.2^0A.AJ=
I/1G;!AGU*@7_>)/LGP04%=?%5>KLU')'\$1D4A',0;=C?5 MH7GBG?E,F%FCJHHHDF*6U;CH;Z+TR#&?
@JPCW*\$*V;|M_S<6AFM>P(FU#-T M>TQ9:~N&O;<=BE>NK^.\$GN^7R6FBP|PVU&BD=XY=1+T!>
1A=G?;+L/SW; M_H.9)!>|Q\$V^%:6 %)SSJ\$)S<|JRZ")E+!2+/TM8BS7MM- 0%Q.*2< D8
M;L5)*K;_5M!+;.@;('OZU;@< >?/1*N!_C/GW^RRG2,L!^?I96BT,0=M9U" M;|0_DM;N!8;Y&R C9H%
PBR|@B47|HZZ_R_S5:8GY8P!@^1N5>IT539;I6+OFV1NJ>PIFM;4A\4B?D MLT;+18-H6^X=POGO\$.Y(&
|E9QY8 N?_AH"F,(EE#J2_R.K;|KEMUJ7GP34DH M.VY&3DA\$,S8N_1,G89*_ZN) ?Z_0&Y?2K8@@@!
AE3#V=AU'.P8"MKAN# B^ M!+D!N=;D5M+#+.TZQW_%|E&P*^08(M9A,"U@5D)BMR(RW0AJ|
)B%=53U4 MJ;|GI#;,V\$K1W;7;A/G5X-UF;D\JCAI;LX|_#%I>AB4F"T?YS=44HY (+Q9 MO>FM?
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XL0GS%|KZ^C9JG|V|3P+;)+T>-S2AJHHSWYSN"E
MX(|Z=#O>WO8<58\$T3@#&VQ62=DCNU2PX6F=-13LF,0(&|;O|;D<7\9N=)7V MP'98H%D/XGE@ FGE.=
T7RV0,O?|NO&|E1GTK@8JB;S@X6)YA=X|;K0M_FKI MG|YO@|J+>O;<+B^DM?
=)J9"GO,XBAN'WK%^_S4LJX\$2X-AH;/'|81F@F/4' ME|'T4>;|Z*(TUB|2<@;|J#<='LIG^ZPOX-W-
)OU713X=;)/98=5|XN,B8& M0?M9#I18JG&WDT)P|=!(X4AP'!|F^'|OPJS:0,+YL1"3QA;VZ&Q:>IU
M';49KX<-O!8*GJ\$WH&ZM99?>-X*/@J;_5V*(6/+|'561\$)J?;5KWD,(M.S)|BVBX|&*<%M'GIKQ.KZ-
L#;0U* E;@(|H1\$J'|'2KTRCJRUVHTJ|KTC M'FFXRH(D+ZK@:ODU|E&
>OY0HBW^|4)|T83!+ #37/+X8W=+)-0&T%<;V\$)B' M"Z8=MTYE"Z(S_TXD\NX|9.PTX;|;_=<;#?NK0U2?
0*@^IYWU#|H- C*P5|>@J1M3L7+8Q\$EK9PD |J-7|HCL%ODD4JJFQ;1C=00|
M98NMCW5G1@HJ CZ\$/^4.#,V3(XZ5L)2
M;L^8PZ>IS6|_7_*YL5=>E"VX77:EF146.G=\$)DTK@|2S.3_HML7BR83!;@/'
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|5%ZD)7.A?<(Z|PBM=(<8&\$A-,6;X&V|+A9=RDOW)+PU=HM\Z8- MZ"!B%Y! 8U4.OQKQ;FKEN6HY"/X
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EK>3I'0@ZY*INK>G|(|53U&+BCI#&D;6J(|.37/?2DTM8O2#>W6@=V(H1NW M)7\$'NDW&*BJA
/WVHU7TD>M!H;Q*7S.09HZRBD-|BP4&A5R8--VJCCI<;1\&_M85
"J&D0T,000H;Q6TZX|9T"J+^2B*S=R7*2%@%>T|YU.-BJ+\$#T.FKW/NV
MY@D,"S)"|B78|!%3;VW'RQ+2.=P'DX"IM0_+Y<4R
M#T>;3)DE|0JK@(|ZIX|=WH/PZK0/E=V,%L+.HPA>T2S_Y!?'*|U/<4W;/EFRH&J^TNRNK
MK'JWVT!_XM>G?&?380"Y<UJ6CW|>GI/MT?|DCNP=5'<1L;90B|+\$D1?J^_M(UD"WR,Q
42AT(7>OM0N17;%Y_OBR_PO>,DP_|B,...|*#B"B"86G<1>)!66 M!W-S^-.S&&EFC+SW!6XFA0?
%7,0GVL'D'E|IDK?@|BFD&P=6D|HBR%H<|) M&\$ITLLPJH2AS?L2\$B\$!;CU+<=|_*I MFS(|;V#-
PRBOAPD5|S*J8CH(WL7AW*8(PHMBL\$.BBZ3HJE;063N/^_VA#0< M(O;
|@|TU;Q\$41M08G|ED)1MBS|?;|.\$?B.%O?SV35/Q3ZX0ZPO/^Q|5|VM*% M6-;|Z\$;F;+GOIQ>
|J%=E&%>8X9IQP)+@9M<^K|LL1|V@.V46'1K-O(F-94 M;V@HSWN;+*,F0RR16IG@?
9\$>6/4.|'|%>JEZ@7=A|ZG5%<59Y|N+2EU\$|D*U'@)4|XWP;FY20I2>H8+GTBY\$<4Y|K|
MF+FMU>,XIQ_))5P?);5:"XMFV(1KSMD)US6D@=X|.#FP#_|-|C?Y41(E/MB
M3Y39AOCY;9U;E.6X3\$!!H\$J!A)=O>|W&OU<%EUI)-=NXOC,P: MQ+&Q@WM%'2/9T.SAH+@MF-4>#N;-
:\$Q45.)Q>=B.%_98^O&UY2UY3*_W>OL1 MJH;H@:A6L;TV<@|?X%K=5H&L1E-&#OMX M+ENG?R||
|;#C)|V@U:U40#7&>^D==N.&,+DWI4#_+7H+N-VWL9"B';FK|B MYP|K TQ"(H)28@+,MC)K?
I24MCF<%)LDBDYU8GF;VKJMI#4Z\$&-LBB;BJ M#NG30\$U#98G2CFB'-BMC*MH'\$G|>#>-
!/'>+;G!|/\$|5CO M60S|;0P=?W>NQ?98M?Q(9M@*<#M&O<L,*90=,KK=,5U%5;L34EX\$69%?@B/2

M>QO/)_ (P.1TC;O?8W,FH#;BI5=K^\$TT0"B&=6C<8 MY*0(4G|=9 U1@R+J.(ACZ R-N0!PZ|4,@9M2RB|_!?
%Q>>\$S,CO,DN M0R7GM3NRP;"+V52OW(Y%QS098FAT+(2JNG7;<***NZ=5!(A^Z!P;WO%O:6W;
M^<4.HH,EMOME4>|M|JHL24M:-^BG9S3NN?&4T3+|7G*9% M7I4+_
@M=U21:18@E%N6^K;"+^36_*D,4^W5S+Y+BX%;NHJ"+?GI671&7BG M@.& ND*EB!/?#58K #^LJAB//,1
QUB-JAWWZ!BEPTRFW+-P-)5OL;,:RULP M_Y CWL@FA&'K,.\$!@RZ,1/827:|AOA,?L &V,4AV71&*MQ_J:?
Y/MUU:TT0Q>XU"C '!\$=-&_ MK|8)^GA>350Q9V74QTI&EQ\$4/0_IC|9C;Q\$?
2%%"GJU;8C49Z4B7^Q:;NYX5 M=Q(G!5*13X%JW7K2.@7Z<%QR5:7?|BU7@F7LQU%6"KY-
73Q85=PF!P>XVX|- M=0YP'007>7F ZSP<7*!@Y/|* I(+PH&0Y|AT'NO&2BAH0<.4 6H%\$D)@(Y7O!Q1!
M-ST&IPR#W)"!@9\$U64|*NP8=#A(:H'Z4O-M&ZLN412)?
G"N"A6K14|T3D@J%/!"R+Y9%J>72K3ZDH&'X,UNZ80TI.1*!=[O MD"D]!:%+GID^4/M7-'2T39+0*8\$>:
(%M/BRLG|+=|H(CSEF/;6@M9/%X%VR M=-;.&IT5'^A+55HO#O+B?_8%;|@FNSV>V-E*KFF=AH.
|FJ|.B&.;G2.T3=4^0 M8@QG:|99F26U|E,F#<7=P9TMR3.6,1_K5|73EXTY0CJ-#NX1_9C*LE|=8B
MNOD&G01W2*AOY>GSZ?F0FR(1!1Z"-5\$F6&D6N2;N2!<%MVEQ>-@6?U24UBH+ M0X|D|/O\$ 1XNPC2-
=*^%BX!;M4*+PZ'6A5*4J&C|B M_2Y;\$ 4NF"" V",|IW7"|O"LQ79I7@|!"|HW%7#Y(962,Y54Q-3901LOHG8G
MTT.L;|(\$M^U1?"!\$=<7RSBXR+>|R&:W10|D8SE^T PWFZ8L(MP<6;|M,6->)5FB;|)HMZ#
|Z<%ER;+L.1KLT2HOY)N><0%)E M\$0ZU5;)B#;+D&|0.A"96>\$
Y+TK(!/DH"6'#\$&%5MSB<%B|3T4Q<9K&M?@G5Q M|&(60&XJH'6O@K?
1IF+QY6B)8P\$8M\$RX<'R8|!R(S.6G3Q|>FD>1"S73-Y M|D)=S/3TY"B: #.H4A^")Y/(XE>-
JN|D_U1)\$+|\$DAI"11|T%)V+FPA.(ZU+YVJT(<|6X|_BE-*,F?#P=M)1%C
85.IW_#OP5CS#|D;"8)X|J\$\$.1DL#=#A|J.C;|V0/3=4P|8V|.1D1X- MD>V2|N|N75;|IVEC8YK;3XXPW#;#
|AJG#H4MGZ'D72P_*11>|^Q1ZOL#ZC9.38'V| M.@Z.8%'^IS" ?8--|LQ"S81<'>&8QDM_\$,OCF^/3%
|N825WE41?KOSUY=OP* M+H<&&.DBRE@#S(V;1";4?O%^?EQ#LO>^)^D0;|@NN=?
C5F^!|JU(.SGT4!"MEC'\$!1K M8(G_(XDO8=W;1.)>6)OM!T|^M-U@=5R+?A1=|>_I0S."Y9L;I*!;|PIL"IT M-
H+;.:^@38773YI#|\$|/(4RD5! R<;%6M0>;FUD|'5;|HU3O@U+@/X7\$|I* MK372WG07BM,Q
_D#C8W0/"#YS>_7M?34?N7F:9M |HR,M1CP""BD@SY(|GAN M|'YL3#)B-+5GP-EFP9@.LR+>Z?
>>^M_:7K?MN>S|D M0<&IOJA'*74P!!/J-W:FS=L8\$*|KV/K|PCT|/8IG-NA ^FIE|K7P;NCN|D<>
M71OC2MINVY9X !|VFL=" +PH23>QJD(D5>|754ILN\$)(MV0T*M2D,E\$^_.0%0Q/0^B(XBV)W\$'S!
MM&;^1'^"I+B8B0P|Y8+4YA MPDS8W<6/WA\$ZGX).6)0<=D=TSTA/|3|O+-GC?#W #P#|QB4 !)|O
&*9ZPV0UF:>I=65M"&(?<8SQ5KKEMJ|ED=J6XU2A>9P1R|ED/Q\$EK!%R5\$)-8P MGHGA|
_=VN2TM:4(:A(S(136\$1J).UY,_L^|33C_*|/;%0\$SKOL+I%:0H
M9E4T6HX\$YCI1338&0;NK(A8KH3>|WVJ2* |ZD1P;J=EV\$?=- B;+B\$EH)N1O-M; "5#3W)\$1QQ=I1(61JR
F H_:T1%9/9D|"?)2V2--\$QYT&>XBC=(G0\$W|*6^ MI#?.)=\$<'J?D.JU47L<<&8,RW">|W(C;SE>3PP_L7I%
>JDA|W*QZ/:01Y.+ MH)!;.\$J|WDD@OF=LHQ\$B,ZF|'1';M+;_|G5|HL& \$D#"LGP.?_72T^|J2G
M'C8|_18|,9F8G7B+YS@2V(M^_#Q: ? 6W,H^?|B6^/_ ^_6>-ZP|A&Q|?T'.
M8MIEC5ZYR|?#T^NRW>>P|ONXE1\$8TR\$0"+FW>K>N":<'7W)%J+CHB'+6*%W(M"!;WL;XBH@|
MM<|!R8!8)G8VLD= A 4B04R+C'!PG8A2NK5\$ \$L!N'R+:24 MV:0Y+HLWN3PX>^W-J^0|B.
<.7|NR^MJU478%9UPYYJR>=C-L6XS06K%.*&1@_M2E@5X:.%TW#%XEZC";0\$6|;+LEJ';6'TTKP%
(\$F4/BO.X;.+832:A?/58W| M:|_!^=PQ+*NXBK7=(Z3P5Z^P@|!WK2'f6|>7A)NVC2A|6O|U1@U4FY,7WXN'
M?:_C?T?Z_D|?+M|)=AY<7%R,4_/C.6O^|H|YQT_GG|_??SD#M.|GX.S|V^"? M9Y^G;W_8*QFG/F3(|Q:
|;4"T_RQ2=#@06988_34"O@F=Q%4Q|9NH M+/"NIWI_"FU MI#XEQ>B|H|/2>V=Z M\$U\$6^GT|J5-
S;D%JRWpz@EPS|3M;|>+.V^BMAUFW^29(^G2DB+P/B60M4|f3
MM48V;CU1_,Q?|!\$|2YX@&B|Q07.M|UH=HK2JWU@,4XNV4YNQFH4(L@P6^J6:|X1V"YN?Z(3|;VG"O>5"
MNA_U8XH4P|MI)D<:QJH8^4*..F!#?1D:%#Q| /5C6ZQ3=OA^34H04.L2\$
M|Y5|B<|7*V#EJWOG;KVQH&\$QJ=VQRR:>;PX:Z74<6*8^T"Z<0Z)1.4_- M?,R|<9>W#L-
_N7G9EZEQLB|GGDCJ91;SB,C8%G&+ #H^NTR"AIO %5+;:/
M3H\$=^L>G;)|-2V'V28C6GA|0%W"/NGWC=-X7UA"RJA&DXY/5FI63GD"H"HD) M,H VZ+J@FX#%?
(H|=1/NL&GHAA^_70&V5:5TJ,M|5"NM4_Q0|H_T_LX|@22 M/H(-HAK9L;0W|FSX))UJ|TAJ9;R1YS5
AZ|J1M|<^9(0/.\$1H2\$Z|*N)\$ MRMTQ+(,SHS0QZL50(7C->Z!P%:>^FG;
<=P3^\$C;%8'7NW)G**LCK000I# M!NE^^_.8Z>-1|=-F O=H?
EV'5H'1P+|E@3RDQ1MCK@^@@@67&3KD'X7*^ MH|59>5"A: #?J5JH9 *SYE!|*^ES.|-
=#S00GY\$PIM;TG+=VNCP53&STH>X)+ MOS^|A2B|Q+ #
(+ %VE#%.:1_G7LEG7BPUX"D;4C:NTP#BO|_B"BF.DZP*Q|VE MS_BHW%(!G)&|7">92)D?
XT2<4>S>J\$N.\$ MQ:C5^H9'_J8="WL0;^?G;V\$8T63(E@YDMHSZ_*HKE\$>#A&8BB7O"C(V;| M-
|AC3O/V\$?09;|@ER|FB6D8IU&1R/@W'9.RF=NRCXN)FF9.E;Q4;|E.\$X-J_ M-Q'DXAA_"">"#<<@
Z#CCHU5NVS)S:420<-?V>BW) FJJV)S?0L_+1_?2;| MKBP(31ZQ*!S"V-R(FG)/_IP6-
55DM1W6CV;P13^\$^^^E9.RA-%BV9K.(9C5 MQR8"5T46*_0+'7%#*|Q.JX5YW5R|!P
'PGS^'I7F7'IV\$@9/3YX^ACUSY|K M#_6*.XH"/&X\$BP "PC\$N|N5FX MQ)W|H+K|'\$|I2SYJ?*"!
"1NUD0BXRGR;|?9S7M4O_7RA^Y23834#_*D63)%
MX|^!|/EHMT7=6=7|H'K#=#4<@, @#4A*^VX+;OR*6N|2'6|_HA.@|KX|29U MQCI9KRA&QIYE?
YF6EAT=|AP"/|2|C_|H= %*>0,B_XD?Z-;@| MT0;T8A;N9E3H"41J%5\$|7C'DXKQ56|^"G(?# #INK
U6E6|TB|L|H|/ M^EZO<.^!U|_:P|_9#0)I;.@+|YY+;_TA<9"F_|(-V;|?K8TU1FPR;"W MHN14)
|SQI=&)*786A)YK;_%2<&+|_8V0.;)D036Q?POJB2C7;_0C(X*P7&
MG\$B_@3T\$S0SCXZ9+8KVAO*\$1>7#PX(|E:'US:"=Z&"#00N.@%M("'
M\$#G|: #MX.D"6A/X|R'=G=PK\$FT..3&E!_38|!"H|Q|+);243A|+%O:W|_H4=O\$*.V:\$C6,>5%V@=1K"@3<)
<^M|FSA M\$67F=UMY7WP\$/3S"(NA;KOW 6G;.^.#D@01X4";*G.XV")&X3 M6
V2YDNH+\$ZH=Y'9&QI7SVS(CN3N&|GZLYWA?2:0R*.21: M"%0Y46E)T%BE0(#OLD!*H^|V|)
(Z'\$)V|Q.R^|XP*-SP'^=EHWZ)?JV=[?K MR|Y)>Y2F90HMKL\$,728QX.Q"RMF=\$Y/|J5TWJ;5(BNJ_?&-
AH2Z< 75X#FR;15"W9QOIX-Q(7V?"@|+ %KJ|753PR
HD\$>'Q|5,V:63MYMG6'YD)PZS&3;BSL:'US5H79VY2BN/JGD944:T6*7H3LAYJ"

!IGWC=V)&=<I9\$P>@83H9M1!/. MH&:AB&>&H2;AC%)H&.\$AH\$UBOMT04(JHF6!"9NQ9\$L'1=6@OND-
IT;"3;+S+MIF05)%H.&:/WH#>M=C6M9-X@@:G#-6HK)+(VD;%W&BY&-+LX2Y-K:ZH@E6V M#I'/\$?DEFK
<*177&\$A\$SFB*,PKHD:/ MW,#1+"7QM/S4M"JFCRS\$?F9:F6_X0@+2KVFXI.I=L3Y22^XI@8XB=_ (#XN
MZ?/&G@HI%=.:HS*18!(\$<62(J2!+Y_)C%>:(C\$S5)GOD-IT(A2&;NYCREW M30"G0BAP=
PMY!OS9U#H#ALS_/KM"S\$!X-O9XH V*&BM@8*DW04+\$Z G(& M37%#)AOZ?
H7F54#GCQTZZ1*.5+.H8J*G-/UUU/@N<IC@.@. ^X-V7%N
MJSANVR= WV*WJJC04>1@A/UC%N5;%*O2>&CY4B,@HZ10,\$)F>8AUC(V#;^CM MH+M!9:@^@9EI-
#&45Y@CSF/50MX1CJWA=^0J,*3YR:GJ+(RCN\$(^=^H< M.:ZQC*Z-3".AOI>&)40
^W8(M8M/GVVRA5"D+GX%E&I"YB^+Y<:VVI#S\$Q51F-M4E7;DB7TJ?"%<26!;KG+!0IX8"@+0/%!0Y85YB
C1\$M!OO&B,X(PD)%U=&G3 M0T;V,69DB4.9U19N=D>=(L^U0@&LJ#0*HJ;^=OTJPO.:F=9XQ>8-
<7#R!+ M_250LZ!+5R 4.0 E,%Y8916+V<)/G%(!M=D)-HR75XMR6_+77U^5_&7^!.0\$
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!8%#7G.6+.:AXM\$@JP" M98Y!EIH!2H*DHA +OC=_ "HER)KL7=0%G1\^?SJO!-LDE'6Y,JKZ@:07G
MUT+.),J5\$BJY6G.;S.PY,4"7GBV!E@SL4%CO&U! C.*#R'=X/I6:MVT\$U=NX MQ8SI3;I-WBR8Y40!?
MNI=Y6JXD/8P28=<&RK!_3(T#C=CE!:&) S_!UI<IM(MC4* M_Q7\$>X8KQ@L!Y*F&
IH@;H9+E:IUCNQR2JDIIT1Y)91!@(U!,007W!Q3YDX, ME.2A"-
!XJG3ED0"B43FSCVLO=:R.U*8D<)FN!B%:L/V!*RNED1Z""#5:9!L M550DYLY3K9X,'#.D 2S2J.B^5-
49H+!0JUGI(5FEG M.BP;5R#*HOU9XIS1OJO\$1_MCD)ES%'GYB&3F M0J8<)G71\$!-6MJ*"0S^LD
M!CVPEJH@XP4RLWJ!@F@G!L.7!4!+!IF*!TM_V#FA?9!3<.E?%5!@9H0KN
M+C\$7U&N#!0T=X/ZILQNO6AR'D;3U\$F!K<8F)ID!";PE* @NL/4RQ2N(X M^Z!(\$<)1!!%)
(S'DOLIR&NW_!YHZA^>R0/K.BC3F94EK.4/@DN^Q.I!"R33+O MN-!#_.5LTL>%(5Z.VB!..3@!..D!U0(+?
1L> !ASC*/V "B9 QZ;Q25,I3_ M2OQ.TAQ>/RBLZ 01LMN8IKU=+6-\$E-
:518,%@M%REAQ9HAUHL:^(ZZJ*).Y^ M1.8@EZO/CXYRXU8:59X=&5H>J!+ #3=_JG//I^89IW^YB!HW?
_!R!> M_IVM:A+C3Y:E/^(&Q-1+;!WHC^#%'Q4L7/++Z5.R+6%NJ9:'!M7VY;(0Y MNB5W4-
5T6>CGARST7!T0.Q8CH(K"\$!>!)\$4!QC**G;@%-.08T %V^(J%=F0 M6!@A@P&(
8ZVDVKO!0DC3A!/^188@OWM.^MO1YDYTWJY;E2N9VM)ME!T1@J' M)CZ:P;^+LK-
EF*U28XS;5<\$0U%=>)&92 7:3K&/-FDI2B&H,W<(\$MLS F_2% M4*V8Z/<<4!)(BU;9@B0JTI480\$#FP
QPR=X:==V;O!_%1X T?2C1CR,!.7% MG'XEPT^O:%UD&7')27!'PW#QJ!"\$?_G0754A!7Q>?T@7*KQ.B"E*
<_X!*&&9\$X@TH_*29_HO^ M_#JIRR)+FA4+!E/YA7#!JB8_N)_?F(<_3C_,7W+^!&=F.N8B4ACS9G,<,
<.PFPA_PB4S8&-:25;)!_++8 MXJ9@O#GPU%X+J?A%U+YYGV="\$Y!Q;&;U/W;Y0VA.N5G!^4.);(:/R&:0<,
M#BY"N3R%8!|>9T)H6K(62#F8_D&@\$N_74' DEX"&0-\$.6-AP2U/)X0AGV,RD^XTP,P&
(FBEJ38!8YLG&G_-)F#(E9-I*4!B+&<^
MG<1!7SH!%7.3L3382P\$.%61D;5705GGAKYB?!M>HM@EI\$/C%SUA!4_*)X%W+ M+U%70>5LAK)4'G#>
<1X(!"6&00SVZ"R&EL2'%E3?%+#+-RW"A%8)+*4D!GY+ M8^EN3O/Q_@TX*5N)T>PH!#3NK>P98T?
2#>3;)8%W5_XI_A/\$P L(H;YJW9T M5:_@VA_*W;K'=QU*VSJLFQ3C6HM7L&4>&07VXXMXG.LY-
Z\$7C4!XW5&F M@*D#>Q0G88*!Jv8S98CG,T6&_R61?DW:PV"A^R98 =9T*(NWF4?
MJDHX_4<""Q8*%PJE NU7KLML8'=M;CC4!3BVJ:QM!?:8%!@9F M M^8(+NX0WOK^D=TZDS?
#STIFF^T3!@'7F#"U0SB^:O_DB_U89;...!<%XW8O M#1N8"UM'=TA;:"UNR!8:S2S3^@JR-
X9AHG)G)UCD(\$!":G!(J"BN'/CD"?= MA06YTQ22;D!X+&+3A>KZ@=\$AF\$E;QN5=1/9AQ(! M_-
P,A2+Y;>/4P<*A;*UOM'=E(AXT\$S::8=HH)/8.54!BBR\$V;K\$X,0DX!#++ MP4+OZC?WY-
Y01V<5N6!8;E%G2;!A+Z_T#IB8<5%K!'/FP\$6S"X";70DVXA0,XE79(*CI(M PT@-@%
!%8TF7%CYLP\$SI79 8S?RA&!QF0!4K_BVMS6I=/. "YU_6UO 6 M=DJ\$;NT!8!
(&W@2T'D(5A+>^/J!@0Y>A79D88 M@!.=DGK!A&<"B"KX4#9<&&9 M=66QUT6B
\$2Z<.U!"\$*VS*OPY!N<*HPWY@%A#;Z3\$GOJCR"Y95F^VH_<3H^9'=<="=5!G<\$L)^1"@JHYBA
MTWHKOH*DX=B7SL0H@L_-/^?F=4 J<&0K2_-:Q9W:TA_9/^6TL188T!OTF09
MGTRKA>FV7!#W%JU4!TL43G\$H25V:)3VHWXG_-,ZBPB0!#?@G\$?CCZ:..?@> MJ\$<+9<,Y'\$@BS,-
J"0V"@4,Z@EJK/R)E=\$5P7?7Z^#9!<F5# 7 M_.,^J%R&,.! *PJ#BQM@%3VO,KC<!?:?
7AJOGQ+7XDUQ!J;J4'O:YMU#JM M*D@:C *X2I&J/E1!1J?T!TU=J?
=SSG<^/FJ41X^!-85G(U"\$R=OS(+MZ)P3#_!3W?8\$/3(E/E T'-VZ^/\$>\$G (Q6CVP?@?%0IPR0IS MH,?
#38Y1!IS\$!/&1HL"V.0856IV&)UB_EC!H@ZKT:X1!J.#0H X4&!PV0/0Q@)M7AZ-
GL!VGA!>T=;.6XRK,6G59VP#!+N%-E;UN,# MN725!85!(6!@Z0)YDT77P?
!T95K%)")Q46;.:2^P.7/J@NH%3U_+3#+..WG MUGE41WOD.^(!I%&^@!HOJBI>UST)-R?
49W40E)KXWCO2+^!.BA,1!T M2SY8,M>(?VB3P_ZF28,|7#*JFI&ARN!K1G"">V7"&6POQ*-(GJ26!U"2EZ
MR".ZDHC%+FCN16XPLU3T&WA^L^\$(Z^8NHX5_UH5"AF.L!HWC'#G.J=JP>U
MDXJ!7A&T8565T_:Z+!9I@CV_G_JZ^!YASWM;^>^HW!J?2V_0US%!?>WPH
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\$J+!):@RG1"L+S!M6YH!(3M!P8Q@0ACD-M*YTB>T3RR?B(.Y<47>W6!Z""V,Z#*!&
M1;\$FWA'R!8C87BD^LVP%12#<1A':U@IP!58!L,0-4!7Z#K)5Q% MVL/L06OBT!5>\$! /O3"-'+IRGOLN-
JV;8!^JOS\$1E5D!3!#4ZH5H?(6@H5_MZX0/AA6JP%_!SBSU9>B<;7Z0Q/K
EB+!&V#\$C#%O!P0.NGV@YX)"YXW;KD) M.0\$!N>1H^F1&J(P2<%LI G/+?CV+FOI4Z59T75%WF+YV?
A<(2/!";N.:A(M201^;P N!/,*1UP^CG:*&\$JR;)4JEM^.#00 MYJKX4R!T^4RVDU8 G&+;UJDM:!(!>7.W1
@OJ> M)%;!"\$F;*>=TIN2IS.BY=@_0DBY=26<;TK#2!)8E*Q7\$WS4Y!GAY #GEJ5P M^DA\$FV
%C:H%D"NX! NC_ZP7:=XE4FNN>\$*!%C77!*>^IDUR"R*X^;2ZTOA&YP&\$6FV?G\$ M\$.C@X.^3
U\$A24M_:9*+;+A./Y%JEO/N36"!2:9YHU#Y+"5G&H'L'5Q301KR.Q0FB*=Y&WPGV!P!C^(!PY;VB_-
GZW)>0Y-K'HH^ MV.^KPD41_OTR.,<1+C *_!5AR.G'&?R1X! V,>_!Q"O_9I NZO<-X.G\$+" M')Y1->^5!-
PC!7C/O!&).'9Z@+ #MP.5?LY+_=C*8!>)W.!WU"TD_:CPBJ M15F@!N_@#14(*=HGJ!%!MxD\$.:@;N,^/?-
#-P+4*ZO!V+!Z*?/M9/6%DPR MDAT&S(XSDD44'S.\$4!SG7L2("VA!(J7+DGU V3P
)%J@ "%&HVW)E5:9V3NU MWK)D5+!-R%0E :? NDLFGRK@;.*(U)IGPEQ;^!>) MY<8"B@_&R?IF2)=VO?
H%/V'K+P+B8!"!MW.ODRQ+O%VB!)=858?3/@BF4-Q2 M9AU!4FS<4,&R(C !AVJXK8;_<*B&?!

J^(ZLEY4L!CR!=\$"Z_&:T@N0=I"2# MC?!ZABAEVF<_&'Y=%K-NY+U-K= @!2UK/(6J!3%M-09?4!6QFZ
6:L9@5_ M!;AH.EH@6JBMSY#-H!5'TGQ^PG.1Q/_WH!JQOL9=*3^R?L<K
M)JNC/'F:*MO,/%\$Y>2W\$N&V>RWH?))@D:DFN#I:DP!)HI/6Z0%M?1L;PFW%DSK69M5>X; 9J_ D4B
M0X&!/8YX.O!D6(X;/4.F!7=?CH<'!HGV5(&T=E84!;8E>YXA)T"FI.V
MG>I>+ %0GOBTDN\N)+7#VR,7X12-I MG=QF NTB/WHWT!;M3P!C6H!T:PXH9S5?:EFF,E!6*R/LBW"Z-
J67GIQS%M MR9.MR3S7!X!2RU%6LNB'P4>OH6L1%,5
MA7U<1=Z5D:K(?R.Q!S5.8ZD0H!@XW!0"KALSO.O4Y!8U1O!Y4\$5;"?;_B) M#IBE!GH\$P2=5FKK"Z
0YN5L3V.?<8.S(K3&IEI*#@#+) 'K61\$ OP00X@X!BR M7@I-F^C6K5N:7BH,JHW?/K 72LH!A1P'SU!B'
;H-;&8!N@V&W;;X-A1% MR@##1@=SE"OJG#(!&LK S'X)3Q)OR!B&#^ZOL! ZRL!71KZ@+MS%)OY*%#+
MHX"IP=;VT!9#P!4@_OI('QA36@42V UPI9?B*Z0OK;-^;ID(0A,AB(!FZ) M\$U TC>O-6JW, 9J8I5F,
(@UF16!Y1W<93!(*Q-GDMXSL@=F0=2-XF(PHS!O M:/UN!+3O)??-O6F(PVU*V-Q" <%Z10
J*ZS/(G*3DOVHUSX\$;M8PS!6:SFR M=*#B,B@L;-@!T%+>+ M76S)7!>R#%4#?HO!C?
OB*FIYD2=FDZPW->|E.%F8 X\$R_L&IN0_(A!7M.WQM MGE*L745;6F.G!HPSP>_Y.(?=[F2!0;+;'5/GU++?
PM^!*)AF%H;N!;ZC\$ MRU5>UX(=[TRW!U7#IB\$;C/82=-ZA#N8R^\$?T!ZB,"^,^ MO&-
O@U\$LMBTCM&>(OPGWQ"YM 8=>#?!=6/^*SO?^(C<\$G-C@@LYXVS,*B29K
M&-/<=Y&"B>S*Q!3T5G;1%G!&KV;- HAGDAD:S.=4BZI^1T!;IU(\$B)CI-F!B MR#@IOF?AS7 &A:A*AEZ(
WU:4@6_3#OY2%1GX.I*8.C?;#_Y!.\$T#;XO+T_Q M8Y?
O3H.C=HPL;!EQ8@*KS+YDI3O914N(159N@52;JDY6REGH9(YH(?IR9VX_!_?R
M"2T2YQ1(?!#_#\$R7>\$K"iHL^A4&6@@S!GTUO>*46 VXL47=&&L.#\$\$):F7, MH_PC2-(N)(-/#"I5D!;-;
(TKPVH*:^4Y-(93(/1X%L<.Y#KT:(UFH@!X%& M\$+GA(-#)ZH9XV-MBC*8_J;O!H-3BX2
)8N!/+H<.^=F\$)0!9.1(Y89I0Q%1 M0!(;*LF,WX*4/R02' OV?
G^(+;WQ/6/6!^E>SW/6TZRGDW\$J0\$33_C(%0 M-(HM^>4 MVM21CHTB?H,@N;B-JV=?
(#4%E)F:K<^"7CB7C>H);NY!C2B8 MN(V_2@R30#RBXE@8&-&:Y0*F#EFJ'2&C!H#PN!LX-
(5M"B:VBM;C!1!;"G,RAJP\$R&(MF!**)N!SO@6'#SL3G-F'7NB'=JQX?@+69G7-\$/)**K:L;?E!W!;X!&-
SU#P M,SRL\$-X51Y)T(&DC!^9^!_Z:8MW !JD.(7&GP@P:0*LAU M 1A!V61:TA7.C.P@P;?
!LRH_4:7.1K!NS6Q:RL4/1TA8M?SH4+?>Q-^U= M5-*V)IUEITFFM+;=YE1YN1"B";Y%
(EIAS!NB7I%PU<30SGUM!T!C2&6JL M06N:/E)L%) "P^U/V)E^JE9N#DXOA=0!73!G8FEL\$QW"7!KH-
"DLFK8!EY MJDUO:)C<"!A\$.'K042*@1HLZ; MG!QBJAU^5';3+8QY).
<^@M3S&5U/87OI3YX5LIC8PGV75HLDRZA'=,>+!<05_M@7E%A+!F0BB.((:9E44V;!&)#&"YD-A/UOQ1?
5,6S?7-X#>G>V1_ T!EG)> MF8>\$"@.XQPX@3TOUIZ?'+XX6,1+;_O!HG%"5"B/:5E8"KJETD@9%D\$)2!0EL
M#!@6IB%NDQ-W5>8P4N !OY&Y"VH 8/;&)T(L* M>VN3(DSX?4_%T0^B)V4HA?T"?A:V&PBUAQJ
MH05\$1AZH@5X#Y@T@+U0@;-*B3.MBSX0K7SX!2?CXM !P2I=^U#88P_7Y!L#) M^/N*K0-
0,H/8FT'L;1!F#6-M!K.T@UG80:SN(M1W\$VKZ16%M!)\$*XZ"%=- M6;CJ4..R:R?#S6L!T-
M!%%B;>&C,CR1!>-UT?(%0!T?@K"8<)_J 3B)B!6 M%0&/A/DWB79=I?HA_Y(R&@G!R1(T3!OGUJ?
B>J7U.3ECNH?AU4O!Y!;M# M,M9C ?9(!>,1RF!#&G?
S20!3\$CL@3.D6*3V9'X^1W7L>YVLSY,H^VYGZPOT MS,+O=I*^7/U.)O\$!P^_CD#:0U?
>D!@YPNJ/7ZW!D^:=_ND#6B1/61K3C+D MG)K0!\$&>ZR#!5WJTDU/GJM+;2!MU+@^7ZM(?
>J@'O2UU8-"IE#5H/?PS<7 M%5J.03'(-3T3^!\$NNW+;&Y9 MJ'DG4QXI\$!4X4^ALMN"TX<03NE_?;5!QS;-
!;FIZ;_1EXS"2.2@&770C!J3 M9M17H*\$=U?H;%HU2?;@'U:;@'U:;@AY:\$!<;X. E)!AZ'7^2YKYGB2ZYL<9T/
MVE*!U!;AG(>JC,UJ=GZYCH!PQ,Z+S/X-32#M\$ _0%0L:L*1?K!OT_54-GAVJ M!G!A8!H!A!OJ3LU1&SR!?
2#!BQ;:FA037TYC>Q;?K!O'GENSL<!H!43 =K MTAYG7!E9M3"OQ!F2:6!W\$RL5G50_#LH@.U.:P!;LQ;-
/97%6+ M9N6@%!5?>E&3TX8!Z\$7M7" *ZN#(A0=%;>X!&D!9WVX;15F^!2F!AF0.9? M0.
H^Y<*RY1E!D![*AQB!@RC!JURF!WXHTWT?S3U3TY5U*M6G MQLCFD+ASQ:9!I?(ZW(&?JA'FUK;(!-
&G60Y:K5=:@#I0GZ!DR0-6Y;=K-6_"\$ M:.9+!V4!F7WV?)(NV!0D!@^Z8P?=L4D*YAUTQP;^*;ICGRDY-
G9UIA?36J:G M3DO(&*^3;%(B363E5/\$0LH&^&Z?6I11#9/8-LLU69:8M0DM!*\$UT3T'X6!;W M?
Y7>LUTRI0^3>M.SWR=NX+NGVL7L="JYM-T3MSO/M@.(8B" !9EAGP'(0!J.
M9)BMG/!CQ_HIC7MCKE9BO'@3_*!Q-GC)7RY?%IO+/9 !C0+;/4Z(+=
N_34);R_S+ZP87!4ZW.8QCL9"*QP0NSN M_JP JE6L?P?M8!!%F;I?@:48"J5>?@.8QBXC?
YC03LFM/\$Q:199!T60QEXFT M1";L'O-GBZMG!U^..HPODM@J8TW1ZS^+!J)F!TZG
!Q70G*22SWJJ@H+%;+7M MBS+3F^Y;!HU9"T)+@@*V!B8Y5\$^<^9%%305 /E@4YC"AM/C"_.^!N\$W:2HV?
MZR5_H!3GPH=R<75^>G;L^"/<3J^F&DT_YV!>7-^!>IDZOR/L^#TMS_.WI^! MO!J'V M
^E!+A*G@0WYMTCC2N0N@3/O MR-R"KOY'&W.5935'K_JO MSLWSGD@)X36M'3%!:F9.2&SW7P@ZA.)U-
!P2_GEMPE9@A:%!O7@6TC^>'S!_M.2!-FL8(H!;P!J!1 VO,H0U^UNDF2>O#)<#J-L;MLYE4:IU&9BL D-
4A\$ MG>IJ="P7GU?8&0_ ;B\$NT%JFW_#8HO_ F B(S/OQE.OR&2G^4&@SA587QP* MK-
^0)W%&23=!MMHYNP!>!E1Q)D:\$GQ/7 ?(R^;.&T0QHKWOUH!OK:9 MS04XS'?#I7RSITQ
!;UOJL#X_90EFG.6"+!H56_XJ6*OLKT!M#D);W4OE&!D!EXHH!SJ(P+ D)!IA^!PN^ML!2!P\$-
I^&NT"IOTEBA#.G&8!BC;-%DG+R(DQ5D!TK"A::STYO.HRO_!%D MGK%G&YY/*IOPAV4%(W-
6!HC#K@_OM2#;_IOF7H8R;K:DF@_Q'AA3X1Y5*45 M*+@X2= 58*7K!L.H?DPS!RVMK!+<)J96_-V;!9-
H3VUB2!D-BX%?;@4@!2 MJ0U#"4ZE&09H B"N0!YRAHZ9J(6-+-=T><_L'WQOZ<)#(+ #B!90J/(5L+ M
17!G_@!WN)07\$FX-J!>OLL2;6KA#@#^38^37F(96AE;>_O>1!BGVD
MP^HY="*YE_..MG@ (6PJ'DW71AD.M#6\$%"0CM221T8KU@>/TD3P)9>V.I8*ZSQU,ACV5RA_W?%GE;!?
E6&Q>E MNQ);N3-LRC7 M'+NZ1C_7/>GU8Z*?I=!CZ!EN7 .IUGIR\$-H/OF--8W/1#Z3TE/7*LJX!(X7@
M.WJ;!RA!(-WVLD FRH\$@IGFJ,+8#AFZ J;NOTBNV:H& MSY^?P !ACS%Y%/QQ;AUS6!7QB:5;/4KMYF F-
%;25_+;WJMTVFZ4H Q\$!L8UG MGFJ+Z;_!@)>1-2&@<@ (3B#?HLV!4.=EK5U&&0@.K.T&(ABE9I*G
MP1L>?1;I#1IP"Y;-@A6V/(@:JL_+?YHUQ M;_UB#86_!F E#J7">>)WP<.9?0 \$1L=NLQ6<.12!M+I?
9=6R8PM)>?%>DZK MLA>812(VBN_\$M0>\$ TCO0XG)EIA>'DLW!3\$M"N0DN5Q<_MDO"_W2Y82FM
V0+"Q^V.!)_%/N%>S)C)OFP_%4+N76,*#;BN'Z.3JXORW M*Z K<-P3ZKJ
;GZR,H'F)L@B_!H*\$D9W%>=26G!2:X+O<="W.H@Y6UQ?&PE M!)"#)%)X!;#N*B?
W#>OZ.E*)Y3^2B1>#!_!"R81+(&F%_OI.^Q45L9/S")+MY!&1J"H<'.S?'D"(JS5VE:#?IN\$?@?D)!WQ-

JR9GXD^:98,#P5,+10_L M9<^&WV4)TE9E&8Y* @8P.ZY+|PL'>D]6<|/5"
[.D]0>\$*"ZEG6H;6PM;9=R\$08N,UBP7;\$VTK#+02%"9
MK4EP<=L+8@"EV>GJ":\$G'XEF0:CF18;26"H=9L7^9/?GUX^|5H9@03"7+K, MQ?
M^|UNS26W;CUF2156E)-G2^HMX8V^T-G93_V=8;UH9R?1N5%*1X^;-9D
MGB==OQH6H>SQBKL>L5LW,#>V%(U<Y0C950%,)9PN0>95NQ!JQF(^1=_Z|M #,
H5D*,2P%*A^7#K3%NKMUE,-K%FS/=H@4<(MN+5F %R%0<HSQU*B\$F+R-
2K2C92SG*:PP,I^_@NX7)J3,59DX M'O |+\$@(UG2)E-@>3PB;2IC U):?(QKUJEW?SWOY2R_30 M/
ON*K1>P)QJQPO=2QM9221C|O\$JP1GNL,DNA>&XRC-9BYLH=Q*E# 2&9DL; M3I"?
BW8#1!3@W'YX|,7,CRV9|\$,#!;8\$/A'X2Y4'R&5>C9SU4'U>OS5|9|*O M;CAJX8==5*J3 *6PZ#00*LA4%*
|T8EP@*!ZX>+10+M@V^|,1.2PR M,65<8+Z/,FXM^+XZECHPL9;6A,*LT^@QHX0D|-Z,8+,AJU!
MD3"E#?/7-/\$&DIR/6!7UX0&U 41W1%IH=J/7|,9^@.N&W H,%B/6|93
M^DGLMBOIN:1N45I"3OQQM(D6N\$%S_DJ+5EJ'9|U MDR<*P T-
2|,7E4))*/ZCAP1U|C+@B6_(HB+H"K83X#;UA<%+|*XX;H2E'C M^R=-XA2U,*|AW8)Q74O9J6O=-09?
-/UBTSZ|Y26E#&??:\$6796!/.RC0/6^=MRR"*20@# MNSE\$FOL5F|S^A"IM@6 #Z#-O"M*TF4J|9JK-%&H|
(I M% ATL>Z+3?_XK\$EL^Z/D=CBN6%,V-:5EZWD?ZKV?B@H<- RRO:V#ZMSZ10
M&OMN^V'2N^T|9Z;2W6XVZ,P|TS2|Y&-;Q4=59LY L;ZHLDMG+>I^-.4UE4|
M@MR/XK&;&E5U7_'URB?;'+)AB X'9B;> MT\$4L"&TK 2|/U#%?;J 9;T+;U;:(#4,Q(T)=6'RO+,"
(CHU+|BLJDT(1J MSN^F;O#9|3;:NY1Q8=P3 A1|Q.\$2F1WRA?)K% 9G0U)%U/(LD|EK1S|J%SF|J|
MDPX78|Y44WT|5:AQ|KYWKU;#|GET?&-<|_20FM+8|8'V"HS*SO=Z'MG_7^<
MEO7_\$&TD5:\$HRW;M; &G#3RX4T@A"V7P!)|V)W9('NK"^%;1)L1.B|NSAEQ| M!X#>#;#;<|!
(\$;9ZD19_VS5Y|G;4 MWA|L-PG?(-R08@P>_FLF-C/&8|ZA0I6)#;:'X'+GT)YF|F%>6;:1T(-6\$S
M|*^&R#G0M;R&^"74_>4|51A.F7|GC:T9#BFQGOOWUP|K|LP|_3ZX*.UB!SL|H<"K,7-7U*W+
|1#X3|_L|P7#-OR,ZHH U800Q< MQZCUD|BV@;2G#YOIBS?3S|/:3#XXX1V1V(YM+D&&60-
LJC|+H*GM0DP/7&7 MFX>\$|DS04G%K=P%O/|1F9JH|)LFZ/ M^B.FEB0&|F=)=!8?(F8S(O;:
<@4>|54<%HN|5>I N*S"M_7_@OG-K6@2ZB M
3Z\$VDP9|&_618F9>X@_T8N"QO@"WR"B;"F|C<_.5T!\$FKL&=6W"=4R8V7,E M
)";2_TC^G=4QD536;M5<75H#&M|06*5C/TZSQ'GV4*\$8VK/@SCXX,7|!QHF;I&&=+H|;D)6P9JD4
M2ASS'2\$;XZ2LQ;PN_&|TBZ|3Z?I;=AF=TDUDC.M6/TD,B|'5IE !RTP!G4 MD^&
*TZB#+,;6(#2C8HM>74=3GV|>7#OR|XCL1U|)..7,K:7'KM(8>1,./M|?K@NBR;-0S_-C6G)^?V<6K#
(&Y*:@F#YDV5=;|I&AX)01VN&T>Q80?ZZ|Z| M4/5#Z4K\$9UTH)C:P".#/W#;&2U+6X;_02U.?
5HN&\$V;1\$@A-JY"/+;Z;:/8 M@V|@|P|K.93FXR@VKR2)E;8(9NCFH+Q46|8M/37QD!
|&R4+\$1"K\$2'Q+;XW M!=2*:M%B|H(3N7@-D :NF8HGKS|*D<;G* DJF4"RD|Y6VF8J^WC6\$(Q3=1G6 M|/;
\$X0/WQAD|R"? 4D,H*3)*(DAS9%(JX;\$=_5=\$1P|9|H0W\$(N"?O?_'R MQ|^CQ'B\$ AQB-.#M/X#|>|/;
|HFI8|@C.KA C-0(#FH/SR:'0_L0;-L|V!%E M1-VU|QT0CC:K4GUCI=ELMJ7G|!\$8JB+/MA&X0""^*.5F6+;).?
-)IZ1<M0\$A;P^6+>=A|BSN|H"49NH'7Q9.+EI@|O|RUB6TQFN;ML:-VK|5P|'S
M;\$I8_KN=&JP9W=T@IG_0;WL(|P\$|S;1STE*V M7Q<;M|VW7")KB+Y(V;/E|;_KWV79@;?<=
|_SR|B3&3_UX)G|S1)0F_|*R'YU3+;L+Q^X5DZ*8 MX(V2|>T0<#W\$|L:U?G|.\$20A_*&9(#
<9V;E3\$W;A9N7LV.VG|F4<8D?D0U/VP?
F=Z;%(1)@@*#D00F+;41?"D_0:6%UFW)U1ZZ\$CBP@I6D7_8956%7;: M@'D^H@"3F O-
/0%;RK|IMAM8@0&XJR<^1N^EFKE%|<.DS@#HEH*!-2'MS? M2OL|,3@G4|8D)S=8)9_R0)_4!
|_9KO&C<6P?V#8X3DL>JO"V"O C MH0K_%PM*CGM?#F|Y(+J|88XZ72_+;
(A,KPXM@&JCKA<2C03P93\$! M\$#F,O->93K6@|MLDQT9E|A(M|0C66=
(R1L+X39MZTYJ/KQ|CE/F|B|P"U|J MI^,8X(68;ED/%?9@^'HO_CQ5#Z|A5^&_YHP?" MPH=E#B"-
|OEC@QL=E;3)H>_048X".RQH"_Y^";622N|HZN,W/^91W8,\$7^@;N9_|&Y'E3XOUOGGVC3^6##!M-
V;P(" M5=N.#QY)H36O;AN<6,Z*FD\$;BYLTN4TZL-U^M;-M*J|LMF'.2"|706; M|X6)7H.V*2&O"
PB+|G@TPB#>5N0|I"!=M1)8S>VC1PX!>;1+X\$G=NVQ<&9 M;9^ WR84WYQ^_E\$|J|NF'ALE,HVK!W&
<2)<2EM443<<>;PG ZWZ/H;F;K M
:-(6BEVK8JRI@Y^=J.P3@+|Z*HTZR6!%A6HW)H'M/T!5J;R4M"O+7IPNFP@ M|3L0Q36V#5637CX|?
G9T.T.OFWI&1?A>Q#@(@%5^X)^LL7)86(|86"P_VL3TZ"CA1H56M61NZ;6 M15;Y9/#ZYJ1YJQY&T>?
9A|_*=/C;:3LI986+SO+4>Z":VB\$YVC_CFNW;(\$%4 |\$5@%SC53L/0^%0_G/A-MM;QVXU7_
M,@,>*RC%.DM=\$M.+L%M*_QAHHDQ--(VT35.)YD.9|4O/WO+;:'>%:|\$D;# M5%;O|K%L3YN;001P)
|'P,&M36ZFC)W.5T?@VFIS.XAWAPHT3E:@QTG|DMO| M@_?M'&
>GL.YL5(IDRV|!M3!4%#>@Z"|\$;):T46# ZB25?J\$9=&I>WI694Y0'C'T.8NBYNVR?8S|?LKP/UT*;!|%Q366|
;XS0E%|@%6SI% MQ_?1RN7(=C&% 35;L^-V05 V;S6W+585ZJ0IU8Q\$F<|T0<^PFJC9@/OLFB
MZ^!_5)F#7\$X 41V KQB^!26//BVR*)'O'PI3SHG;+EW@#O9+>;A|Q\$4)- MK6;^F0)%H|I#F=BB.A-C ?
1X74|4TP1\$=B|J#>Y@@DE=4SC(629=%0@0:C_MW#E3#Q(9PU*NLX&
25V>)^4N|OB#;2*T;P%SB3V7@=L0#0|X%*^!D|O+(9C MW=Q_#XNOY32+JLI*M>|68=BVOS%L0=
(69)Z.EHDBS|6>_806&#P<"HQ72%5> M"S%I;=SA|3Q00-PWE@6'FK&LC*(W81|41-J#93#L.L;:
|+5(3M=XXK(3 M,\$=FMC@LC"!+O"0(&4_-'K=)B7PVK6\$(MUV|MK9BPC_|T<5L/|>:CYXJ?
FNDA6H'Z'C3A165<|=K.)SG|5W(->L|0C_*2SEY#>_U;DUYANS"+W M;Z306^J*A)6N7M+7JX)'@+P&R-
W;?RXC474ITDI>QJEW9G6GD4VLI7(\$%C M5&I6OZ9.5WL6+L,\$7ME.C6=1P)&MFUXO:6 XGS-FAN
MD6&-YXKMF&=WOLT/LK%6PR98T OR,5R5W VY*|*Y MS0-BGP-
7A7NS|OU"N0RI47B/F>B#4J0TCNUR"TOF#E*EI%U|&T%U?TS5'
MPU*,XS1'ETUYFVQVG3R,2'2H*ASE@/ 4D9;ZT|D.7FDF6>ET05!'VH45/1F; M"\$LSP,\$Y./(+WVM?
R5I<9G5CQJCE:5"<1NI'=W;#>6|X4|JK54;USK@_K.B MP5,2|/C@_'Z1GM|J#@X='Q#_V9_N|>W9K'?
5@">9+X68F.1LYVB5V&9!"Q&2S2Q1Q.M%95W0;W-#<>5-=/&W=E@S2 M/E)*;?
|HDY++Z3@/QH4RD^9S<)" +5)6>Q+>_8|Z MP\$Z X8BU;#;|S|C*)UQ>|EKZYXG68*'PEILN6' \$?
\$3%>7L*T-E=KGVAG" MF'YS\$A+L15RGI*8'W@3^NTR)/H|=8IF#7/HP\$A:0=M2AN309)6P*.J2-B8"
MJ+)W)/6H^I#^_.D9B|D)U"LE:4%\$.4X)*ZWU(2+;T&;?_@DK6!;*4A?#4|QJHR-(N+Q:T-

7055.O/2*J9KVR&O&\$T4@E@0Y0IV,AQ8-!2-U>:R^D><2%WY MWY 8L-E\>X\(>D\>HB%.S'G'"=4P!7?
FKF/_Y!*\$+GQNM>I/O*_@().(TXE=.95)/K0.3(1'19GBI.%(" /NRD3_01IS4YRS?CMKN\$ MYM6P!R*"%A
'S870-FN;Z,ZL51POZ32WC,<=K-LEH3D2"\$Y.2^+CY+3P3YR M^"R12*=QRMK'LFS!+JYR2&%;C;|P(>:
791H&S"K\GU,P)K/>P^8H\#XR% MDCF#E\$E-11\%A@!^A7-C=I9(A-'AG\DK4789RL_3A&+1
4,=#R6F4KQ4\$ M1^>::!1<=U!2RR61.N0:"<*Z.Z%_4B\BO+|P13((+/3OZD%-|KWW|Q?5?M\$" M8L/-
!%O\$CE@BIF;G#7HT7,\$")*(23"M"68|J@;F6GXQ:Q"^\$@F"=SGZV#G7_ M>9_&B77*
H5<_LH70+P6Y9"Z+L_C2;>&'/'O'.L<\$57>&*\$+@|XJG%7H4 MCD#"3%M8|KJB'<|562|0'UL;KL?P*B?
FG7^0-X 1'"K*C #FZ=+1V^JD#D\$0(D;^#;|TL7CXUK M)1Y0\$|0,^MO@CRF?7?)%Q%^>NS(-
;J9B^CO.B76Q(IV(9IK1Z&\$7%OREP'1D^|2@TY%L:<5WEF4W<(/R@N\G?770%E;1)"G|S!
AUUYV|A;AEPQ7Y7B@=H;)M_LGE.RLJUXT)|5|VM M#RNDMO!!%U=/MLK_Y|2,Y?
NBML"/7>5#)3)*03&.^-I M0T'(K %4DV,7C53\$;(@0>B/D@5UA? +;HJK MLO0/2:/:%X\LG@/'Y+;
|HJNLM@YTW3E|AO@X=VH4'V#&E,;# MZ3|ZS"V@OXJY>V@'2'A753:Y'D5M1;S8Y|Q|TPE;9"
|>E0^|KW|2|MB.7 M8|@6D**=8|!@F^X:M;/2|'RNB3(IH0\$5#PJ=^R;FIWT723PLV008&Y>59RL
MV&>;&W=@7D2UO#UT4;@U+2WBT.L#?U1%Z?O(<|NT#HYRO (@_F78|KU/XHK
M2Z|93GFH+.=*|'#30AQ:3ZLEM\$|O8Q@G%"=D#<;&^++((LV03/46+|/;>;A
M&5&T%HO>OOPM|J67|Z_N_|+C7VP19MD6B|B"^FU#SF/5#@N1P%7+V^5GIK7 M7CC9C&@V,0>5-
X.DE7;-)N8:9D)7-|X|<|BM-V)RIP+2;|IFF%_)@S_.\$8'C M7B&GA%1E&KL6(M3;3|S0FCH209(JXFMOU;-
V\$?2R3F|&M5?QM)APVDXY>- M62S5C>5N)/YR8|/*)N&"T&IM @RL*5FJWE,50 OFC"TI/Q8%1*H|\$9-
DF>|9 M%6^|/%XDW2%-|_0SDE/G/*2FTJB)@|<#+=+7E)Q&Z|ED.?H10VNCP"TO)W)Z-
MOAU3G)CY1/6_|M!%Q('9LVVJ3<;CR8NVMT11A>HVRHS=)HJG=9DLDY+A
MJ/*KE.H|*TMZ(|AR<\$2H\$|OX(%%)Q&32V;KJN,\$B*6LJ^LA.|@;.* @IV"D MKU-6B-
#Y6Z>+IF@J_@R|07ET*X)798'.\$E2Z?H?P %?NEN9HX|CHN R G9K
M|W#8V"MTVC47HN&SFJ(MU>ST6)F+_|J9OM3D|X8|787_FM@J M)#-RN2BC|=H8EEW#;'3S2YO|"<\$<-
>2429&915*A2 M|4=A>0F4ZE VBO%_?1KAL-<|-(\$N7%PD2PVBXQA0&G|JV!|?|B) M9P?(OLGV_##M
|/%WZ1W=+?'(9 5?8@0U?QK\$X%P,*7<^KL7XW&*%96_.* 6|4E<=>_VP+D)=:/ (2N|^@.42J=RT.^%I |
MBOOP,L<4_/J#.5Y-4 |)^*(^9K(W:D7EYCA46XF\$|JP,EIY,\$4,3IBX&/5X"
MA.;+*#1L^:SU&W% ^?;|Q+@T+1W@\$R1_A^@32;7(?!X)+WB193*#2+-I Y1J1 M1>)/Z%IUQ!?'G1BN"/;:&
(KOF@=|V43T"Y/4->|2N 2)!2W52F649IA@YZ\$;P2 MOD;006R6XG_>:|HNM7L\CU3'
@YZLER=\$@&WIPUGL+A*?1"=\$A|JU+;E8 M&(5|A.*H2A@MI'V8&7|1'DU),G)3H|36# '<|T#4|0)4V-
..&|Y"(\$)/KTH) M:B9=6|JB(YFUE9|&_|'4HM6HGWMSREQE=JS#|&| MJ9FT|^3H/+E 0G7,J8W+GV--
J93R=6>:<4FACE&4*PVSDL9<2LA-N^C/A/+ MVI32_|E8IG90+|_|@4|HF^?
|_|^Z;;W9UO=;Q1;/%""|>+J_/3M6?#^3@M M*?KSYK_W9|^>7)W<1:<_O;V?
N3|U>7\$RQ8_6ZB;JH|Q\$&K2YTAY)/ZY1+ M)|AF(0@K=#0,2OY-B6K3>L>OX6>Q=@XL1
T(=HN#60O>Y9^Y=RF7I4|J8F(M#?PL#HGQ.Q<_/#U^_BWGXMS|%^X\$QTC%B(R"*E+%K)/54.M
M.J|!RD;|DUEIF(S2#P*U:Q T#8|_|#-R"(!;-0ZQQ|L5#.6=R(2QU^&%7|V M_?/+;#
|9L;3JL(;GG;;F:U4=_QS_LOER;E6'Q*^;.%=!^C_"4MXXY=;^> M?UC*YQ|)?
V!MSXSR2\$>C9#|TZX5/H^"=K+SV>;MMJ+KC6GQ@^H5+IU4L<| M@|_Z+6=@H_NG\$*8/B0RLRR&*?
82+J\$!*B#8H%';57KLIOX? M4AJ|PBPI-KM|%(9Z'=@EO_QO@?JR%C@!9>L1>,%OYS43%%H/;<&
M6(Z%?"|O|A@(|:W,ZFZ?IV^S|C7^V4S.2S;|/%6%M|0);
<\$K|KNS6.K*R\$"&|J\$|0RI\$X=7*VATBARZ|;FTB63SGI\$2GMALL#^81>(
M)BBE|K%L\$UQ#DL;EFK;UE5V'(/&O)7<0=C|*>C*?F|VFMDD3Z>@|M8!>9H5 ME9R*V^?
|_RMQ/S^4N+|V0>YAMQW=0|RWLEO=MK|I;3^8FZ+1&O;ZP?KD25TS M6:BQZ4^*Y1+8;;|0B|4|W*
H6;|FN=\$5%4Y=4^17 LU.4U*S%|(H1SGRRJB+ M51.;)%I\$YK-R?Q-7H|7PI(&AFT?9YXE;C&7>A^7@;:-
|9#0Y|C8K?NV.+X M?T2YEE*IMHP=^UH#C\$Y;@.40\$C2<|9|. *86|F'5NLLX+KDGK&U(. *TFL/F
M6G"%BKV\$X1W(?+W|R(|/DV16+|HV0*EL;5 |GD|1*>;R^*S#LC(WOJEX M6J%_|'&VW_O?C@_E2=YO
JT"A.Y|Q\$#X1)|L(2S276*45,MHRB1|J.%6 MOPW;PF;9-;"|PE;O|++UGY?\$_BV'
|+Z;5ZWMC_AT)OR"BJ7;=^7M?6' B M5<%720E=A>9\$-|N+;);JM)8TP\$0K*CR/'-|5|%" +H-= MBC
;S#OF_EK-", "VS*<;J8=Z%?>WK|=^W);NU8M@5UOURN=MN0=BZX@5G_;
MR|5L;T0+T2)=Q^YW+&H@|JXT?#Y:42%8LKQ_-"T2;Y<922Y|_F;OTWP;EJ; M
|H6*P|8C7T/9\$4\$T@_7A"0\$8)8-=0#.BK#6%|PER%A7S1H;@?>O24VL=^1* M'=5D 4Z6RS2#P&4,"ZX%|
G;UUK*MVA-AR0?W"&)|6EZ0-YIX4ZZ5(MB=1.W/N M(?7JOC4>F&4YL<;# "XJ9XOTOP;U;|C|_OF|3J&;*
(|T?(;H+WIO|F#1|@) MX;Z25AV,*" <\$V4C^*\$HB|""9ZR>K=4|/3%2IPN%= 8121 <13-C&8/7+LMQ
M)G*|CN05F|5AIB25M0MD.8-5VFHXPL_TTZA\$_.U&K4>+|=BS&?<"G--*K%. MRNF>;>VZ
AFN^UOH&X-Y#ZQ/Z97QL6Y& XK;KQ2J#8"&5D%?7O>ZAZ\7>|
M%44SK*3WM1|7PJ#OX8>3C_|EZ#RU;=QZ?|0NWET#|N:NLO#K7UOZ"V/O8C
M|_I^6%MR|W|U""H74 M#Y"+%4N\$QE5=70C91^>;?D8Y?>IP_!0R8WL|3;
MY(UMBJK+V|O5MUJ^M7225?FBD3&7H2=[2?|J\$U84Y6>R6\$UT'SX|GM8^I+P_ MO!/?>V>
|;\$GNC6.H0J72X_|R|6\$<|R*.Z<5I".B/8ZU2PLT'NB+TSTB.3 M=FM4EBEW|EL.?+^IN04)AMJ
W#9|?D)L>H5.Q\$UIM5|DV\$1@_<|H_KMR+VN M6B(E52I&468I2JD0!W750"9Z;.2M5|\$_T+T9QC_9I*
RGQGWT<#J%F8^&&->J MIR@Q=KG@(|QWCSB;0IL6H?%EM;4=V|3T|S6|UC7W5I'\$)A=Z_ FC<%&I3FI
ME-0Z|4|JA5H>VV'&0A@\$BEVC!\$%;|AIB\$BY)(SMFYDH5I%M1|H=#X0D68;L
M!"TK>O|AXGUHBM';40U.5Y4-9+)(DWK7/YF?>;9|(4R7"6XZCE/(E|"*Y M+H_ ^O 1%
|;:HZWR>4*U_ ^E*3F3B4_V8LHKB*N/>0|_8=+M'@LBX6'T.6B\$2W MS&(NP63#C7J1FGQ|3D|@)>'?
^J|T3)9-HBW4F-S,J>2D|GIEIHBXFJX|V;<| PMY-" V/H" _C0""|HQB|EX(TS; M\$1!<"LX&/\$\$|?
H24>|C/Y|?'_S7)A33<;#3.A?3;&/O@DL@TT7Z;954|.%&Q M3 C>N;7"MCR8+?#(=-
R>_ ;LU7|1Z02661(0KHLFC+X5T.H8JQ;F@;D*N1 M#0.SJ*I-T.64&Y9IM3"&F+_W&0"/\$2SAX=Z;
<2|A=VF>KH5|;8Q?6F|F; Y ME*&C@Y@U.89\$0.B|@CI51;J&6%20.OP&FW7"
|EK^SV<_A>89X;|)+K ASJ=Q M+K_W21W|7U'6-|
;=G;H/;OHU?/P^2M:19/L11ENY|KG;K)U@Y&8L3/_YG_K MP6M^OKXNDVMD|UM)8;VUGE|_|^ H6\$W

H=E(IJTD2P#M(2I0HP,XC6I_7I M7X)?C/4+3BY/0GSD?Q;EQ^7L^@A.92C^DH"-8;H-DHS3%Q"-1-
IDB8EB5W-L MCF0LTO(I4)Y-K'_@)*_3)Z?F[3=K^I,E?*>0(PH'TS]HR2-AFJHPBY,E>1Q2
MDQK@&1*+YL3^,ZI3V+5+Z1.Y%D/S'.8A#/Y\$=5> I32HDE?6N>Z%DPX&9!HH MX5>NP!?
|WR7T+G#/%M)#H'PR9*,B#0I6H^R49U%-7HQ*1GL(D_X_FFOD&L M2D:O\;C;*&FKF<5T,*,+;M,B)"
|Y_7#B*Z4K0DVHV3Q9V,4"C4|HAR=|K%> M K;0N|ZEW>|H4Z(NL<"OGRRE/894^U?,G-BB'Q'*"2L;
|L;P3+2|JM1T.D M.S->>"T8=?=9N L9:EV%(R%|SRV A6_#I9;MY7SO57WR:KW:->UTF|2.??^ MAW-XN)
</%Q2AH<,"GUR-FMS_XX>W|U&?SV)GA|JN;DI|=7^W58_3@YCF4\$ M@E<*";
|IE#G#T%4#AWO5CE|PH5&+|FE>C.G|'-M@'N3*VW1|S>DROXO2_R M)O\HXMKM(CLO2|J&?
DN4MUVDZR@+47RA1/6(I=>>#*EL|RT,X;0KTI*TX*C/ M(V06|1N\$F0K,K6&LFP6A4<<&1T@6-
WD*%90\$ M.%K4&2\$/|X*|<\$O(.&&KL!ED0"/^SN\$P>#*KC;C"1%8D'? M+H?B)%M"*
I6B|JC=@BRE0P0|"MH'&TWH,6KY;-,%MZ3|Z?AWS&X'?7MHXTFK M+\$%2*X1U VN&2-L+J<_=#3/V\$.@S
9H;+QQP"T=VRR2S/B>PELSS-KY>0MU6=%JZ% M#?;|XC|WM&+^2<3
5N)_|ICZ@X@S)9^2<@%Y4|4W2QAW!>J|3'B5UD/7#AVX M=53CYEE_&6L|I//4"K#%#?0V'7.FIW,BJ;
RH&|T|_ZK|,M+NI^JG ML4W5;:MS^FUT-X(5|2/8|LF3-8?SR1Q0NY^G9R_&-D^79B7M/*JAN7DYMKEQ
M^@2|E!7QN7;-6R|NZ(D4W817+*!|DZ8F#|H%|J|S;<3-7-Z*9J=&8<7*Z3 MLDX7)MSYXWOLT_4>\$&
003C'-T#PIS M*+!|@.G#HR9;|LS|V*=:MK *CVGF%4616=F=OV'"#!UUQ3XH3S>\$"S#_OT-G M5";+!%O|
(*V15B|B0^~K|#: @ K+|J8)X/M/GBC3 S)14VGT-
O)G1"7>BF"#0!=P|.2F VK2VR@S#SZ3I6>; \$O* OK<33<1@N|P|YH7QD*E MV)!NR33N0&:"*,*Z#. ^U?
+8.X|K'|Q3H|I%KE9EU;R5/%D+;3:1L57=<2G/@OLNA-;Q
M6H4"N6"*I1&L0DKS|AH1;OBMFR*+R2#0ORK+!^??#|2^||18CY0Y#MR/P DN
MF T(9@Y0ZH2>B\$P|V;F|_?1-G27KWGOMMO,5-/8;G@'J77T;Z% W4..Q_ M#*^Y' E
((V|YR80|SO(#./E3&H |6HYX3)<3)2*8E|O|L2\$XYO_5EU'A#! M2^OV@#R^IH9|^P1#7^;R7;
<)Z(2R,J5FV0'S'UI>@FCS0M.*"IJ\$1\$U8+C_ M|FQ-&F9M>CK(3Q(W0|C@?|)M>42|J.6"&|I/"P%L|X|3
YOF/|L5|1<5UU M;)|H6;E'%;/1C5@ETS8#%-5"45|=H*A_-37CCFQ;:"ULH(<5W_05DFVGW_#N\$<(95M*2
MBG1,33>+19(E)8.F|'-Z^"DQ-|9R+T=VF<2;_7S4N)8_);-L49&Y,J< MA>_2+(.0X#7D9B&L4.?="|\\|I
V5WF=" 'U<;J5;:; (M?|5OV1QYT1)D9T,F?P|OKF|J003('C#<6!T6Z2Q9|KBHID#%D"0F+\$'P"1Q M+;+=
<4I(.N(R9V/(R\$YD)??.|+RQ&+HL7:4T2)J9'H& MU>K&Z49 QRNT02UVC;|YS/OG7|7% ^F|_W+|)
(HK_ ;R3X|D|XCLR5CI%:*S^ESJC M=CJT(5Z.Q%H@",UAH^&RI;7C1A*/"%|.? 8&XU@%:PI8HR;5;N_?
C=1|% MAPBP7C.SU+|!|O, #C-;KZ'A5C#0D1T'I /#9)% ?C9LXXU|_P#?&@\$V604< MM|B-F*BKN-
|P7&| ^;OZW, =43MIE ,#A4XSC5F/DS;D+C;T|PEJ6^# 604;" M86T65/ B?;TP:>-
M;ZD1+;OPD)K/FD6)4R'TF#6R->QJ3SS#|J-);W+8===1 >BFU@ M32|O2|N%N*Q/@F|"L2UJ;L"1XLO@#|
(9>\$W|MD|^+|Y+X+|E+9>PLX|>OZJ MD|AG#00SM.06"CJV%0D-\$TUK'-
TT)3;Z"HQ"P2FF8>\$|H>&@|L%|L;/Z|A1 MH>T^-8\$-EA3;(JG_3?&5=H5D.1^T;|12 |6XK>
O|!|J.MH<4.'B0F4%HT| M/HQ53FD1BB'%^P#-K(SJH1:4|F#|HC=&7(F?9,MR|/3N_ (=33:>_ ;#^|ZT; M0-
|F8\$-JW/ GKA_ S1,O-LV#|>|O@V2."DRNPG PP7H;@2,1JPT7D^M0 TVT M|W\$W\$W62QWQO)^:M2/O.=G/
1-V)/ZB|WYNW6X6&_851"W@4I6XL8|L6.6;8BBQOX>R=:Q=@8OP_X;?-%:UXE3M%01MQ_9T%:
MR3K#P'YHWM!&U6|H;6H'V|Z1;9K;MY>)U |#ZV)|?=:|JX.'XY?Z'EWO.X|
MR=H,3|@XLS;2X%'V<7YY\$FA|R|UG<;@FS^,BD(>G8P98%,A4(|&4VU76A#% MNM|BC814SV_FMN(
N|86WT1UO?G|>VAF+0|';YC|<"B8?2<%LP|9Y,%^X7./?GI# MB5+^Z1T4TA*S&XL-P\$_=
|H9FNYWYO_ ^0D+8_3%\$&6AI+*"0@E#3M1S'#;/_ M6Z;U|JE';@AEVU+MT+C|E?;|X&=96|P;G2;#|+_|!
TF+|CWC;90"4T5+SB M"IBE?X1(H|*MZ(F+ML|PU(#>8"J;YGN28HT&9XE13X7AR|?X-YRK/?K
M_IR87<_37Q-9 LHGL8?SMA7_NM.2X)/3..U.6?/-20TTT(> (?Q6HX3|6&|
M8Y^%&OG">T/+%Z9U6K63CQ VM)#1"% |J'>6L#_SK7R2PS@FI64*I-XU K%
M4E|5W|9|N;224=*KB.S#JZ?6|V03V%BW53W"-_510\$W8"86D)J=|:6A"RIN@J
M\$8+818'WMOC(8KK5PNR^?KJ7|T4KW0UIP%HS'VKAP=^_17,O72^GQ"|N#<M;7|YBM
|_ =V766ME^_13R2C@4=WZUM%M UX=28|KPI+A|W>K; &7/?J0_ QP^ MGE3*A#I67MQ4,P*AE6PJX?
EYI#@Q|XU*SJ>_K;?2||#K^|J|SY9Q.S_9Z M=|E4X%0DI_|=P4+--+7+QMS7#&'=M|;L;MR1P-
L|CA+0)I;405K8KM'f; &-V M(|91.M5?|N"%;*8)55=?ONJZ;QTL D=,Z0!M5X2 *^|H(%)9ECD82/VOL@L6^
M5>|!|X_-&U6"=XBGWD|BL9\$^:0\$&@SE(4%+=N|DJ@)=|MOU7\$|O^3FFU%RE
M+|#)Z'Z^3C*&5F\$?;>9|FXTWZ(P;5EAKU/@H>|*N|HEFMJX%_|J>QU *OVJ M?0G;EL|T?.'?KJ|=K1UC=O/O-
OF;I^8\$-\$*'/D|ZLPUT)H&OT|^GY^F *9*SH=J"Y;DH1*>>#42I_ ;H3A8+|J.7W|O)4 M,OA7DU3U(*H+C^
O' #NLVT_6NBP.7+;M3F_N>0(7\$+Z;2JL)=C/9AOZ(3M=%0Y_UG|=8XJU8=> M=XO
MS/I>L;NI5GF| ^YM1H)HL2@;|)Z(1Y|#\$F)I@Y6#M|J8NL\$O_::2:>U\$OKT8
MCA3.D=#&G99RP9MAMQ;)XL&|E()S)F2%DA"X.)@NJD4N0&?"IQ3/HQA0_Q M(<2@8R!*P+R0B6G-
46?O)8GV|H.F6DTR|B|)H0|3R/31 M)|J8IZA2HH#<I6_NH|^+ ME4,G9|3'W0R X|#\$E:88#IT34F)DW#|W
9(4|Z1O9<#HM.WIU|OQ@R;%VN_
M@=F|4=D3*0XEC_16M\$T6QQ)QK)|S.Y3L>^+&L;B|3BL4"FL)BB.%S;R*U%< MU451M9_2@>4|'
OV4*>1|H;1'<;^7Z|H6)|24N5K8LE4|4.P2T|? K|F#;- MDK6IN,C#6K+
<9FHWGZTD73&+5|>W7T49=7N8=Y;QK3#)K+|J549BL5CTDE3# ME.2D)3B)LB0(E3DYA:&"BY-
4BSY&O-Y1OK+ M.W>?L1O>&O>K*/4|^F>|\$/+|^/V|V;6(|SF9;|I<8.65E;4*B(|X)BL|+* M;K?#\$NL-
@';RRO-;|0%RE5KOU;S^FYNMDSAC2-^A>C-&M4B_%#/KT\$AMY<#!ZMS|_/7Y|/E-
+W\$R*Q6|2<N|T7YF R;6 AIO33BLM\$2& MT@6*OE;"|^W%1K =AOTD=|5GB# G*H K41|^R/?
8U#99E4#%=7|V6<_>BUJ M"4& |9;:&;< K>#B0Z%N&)|BW@4_..U|RS%9X4I>%/|#V/N&<|>3\$;J|^G2|M
M|^757FVRJ>TRY&|';S'BFC\$3& |UF^=FM|M54|L(P?G^|^3H>;I8>YS)> M
HKG9K+KN.DQAAE(2(&U%YUY=8F_8IW?/M);?W_ES9.YOZ9DX3U2A: ^|X#I2,OIB->03=2+;Z|V?
|2<2\$|CW=HP9 M4@Z|XUJJN+|2*YZ\$7^R'F|"%>6.L.R'^|^J.P"0C\$09+*00^/ZC'+|6#R' MA:C7H.L-
@|>|3") ^VHX?6=+|1.2NP;3NY MN#H_?7L6_%"^?C|M86GF_GOY/6|_?GEU<7)U?G?YP%)
|^>O;|*3MZ_#B|/ M3G^_+Z9W!U|?OEU=G9?I76?D*MFBD9@Q-%EXC%?<|3X@:6"|"JIV=1)\$ ML^
CFF)6@F& MV-8QKL?."L)Y\$&U6?V'\$U57@7;K45D|A_R%B%|WOY,M%P73"K|0Q499M<>4

MOYYT.8F8,('HPA)[G&3HB-#&#&ZIFK\$@I(RIHP6O51=F MC9U)6B3KVC\F/
YBQ*9I^YJM_I\$ZW5+2V@GDID,)X0D;AGOI.4|CYZ(W;8YNG/D="=X; <0.EMPI
M3Y;'LL9F+>K7R|VO"+>W3./&*@^Q&MX**ZZDB?8)0"/OG;|A*%XF&!YML0'= MO+HT6URFT <|P?
3E59U\$W.\$*3RZ#++#"GD.1B+O\$C|G-;=&W>LC@B(Q%6J+.P-JR9JDM9VV(ZE/M6YTS,=+6,+>,XQ'KS7
A>QF0 M+4>(2W_)G6TWE.+D3R*HJ2@K|3V,TK.W MU19 (#KX>L96JUI@|^S@Y?
%31'B1<6VY"41F.BW82;\$*F-HJ#_U1%J9XEL MQ3'J+TAF6DK.00.[YK
JFK>4Y^V=_ QGFME|KT8DF0D3FO:CT(E|WPI&'G@M=NM|PHPQ6X5 M>QQF'4)GOP+SKLOT-C5;/-
\$Y;&9J_YR)9>BFW"MP@';/K#!\$S)D5NPSL0TD; MOYC5W
+ #6L#TJV1^2E>B0MK+BM.'IPV|FCB.B>DV"VX5S_88@H0MV2<(=89 MBA#N.IYB3XT% C.Y^"_ YQ
D&Y"VIFFLY #@Q/0.#=W%%JRJ@ W|S91_FD8_/|A/FU.'I;^? MGVP3QCM)L^DN|W.5)KUP3.M1?
.TSZ&/P8%O%).N;04KU><*BGS5K<=&N M7F1-14Z.|GNCHEQ157;<%9VT?YA?)DI#/GLEMT/|CL&KOE
9ZO>;N7P3_.M+LY^>9GC_.WI^|OSI^0:OST|?GER=T.#YI-#L M<71!?A0T4|M'D&Q%\$K>^PEA|Q*'
M;\$2#_)JI"X^3YA^1_9=>M;S|-+F6 MEPN5W;-@+=AQ10YJ1B R4WY8\$)
(U,@L;Z41(.IDH17;8|>XCF\$H;\$XIGZPA MS/;|HVK9C8S DFW=J4LIX_X.I=WV"TI KI
D#"4@:D=JO.9=%%):!HY/V^MDC|P@0*
I@"YIS;L5QND4>24OBYFEMZS.ONUB.QND_ZF@^>49XKIZ=J|V| MIDO(PO!EQ/;L9S
7M)WT|SYC9'@;@HODTKX@KQB26A2IO939ZU=+L.*C|J\$F6|&6>Q:'R;|BD##79^R<1HL|5
L|T9SF=C2@>/45N2M> J#0(P;SLVOUPP M;S0L/.E.^Q41T6I2TAYLYI3?
ZB)D"Y\$ETGG=I@I3@P|2/9\$O|2%5Z*T3%;ZX3;+3G'650K*N9< V3KLB6.|B|O0Z.B MU+?B(.3&55-
TX>.#*^6|V8\$8(RGKYK|1#;1%05Z@HK98Q4K^G0'-|9)|I MA L|C)+P"XU^GD|. \$|C)+\$R *O1A/-
|/3X^=62I3GA3=7.*^\$N|6/|1-+7Y>%<9+RY-JX
MR/2W\$@OKP&F^,ON%6);Q|S W(*M+2CH2I>8G5&?W|Z|_FK"|BE-Z6_-AN.4 M1P6))U+
(P|U4M6\$84/6*TQH#;*)PU1VH>J!_008.ESC<\$3V3.+3J_ M4?').M< PTR<5GV|^CW.)1.JDVESI=*4!
(>P&3'YB0G\$F%_90?6^POAB9EY#R._%W(C+)W1+65@TN MSNBZSX-
J56D_\$MNVW"F>A J&GZ&*%|W@R?(UN|E/3=|_P. WJQ*4%..Y"CV9 M*D0!+|R1<6Q-O(#<|
|63'>H;1_&=R7TK@00"&^|NX!-3.N;.* M5Y^S9'X *|K?)G%!77B=EQD@N^&-HT+YI=H1|-(L|Y.T+
(8J_ /I&C_WJ M4-MEM^M"9P2MM1&O2M-T 2|7H.?*PL1.P0K|WFMS|7/P9E!;#NQC;8Q| G6S MN?&.\$H-
X76 B@!Sj.'2HH8C?EG7G-(MQZX@Q?|0E3T-'=32\$9+_F= MI#&3 MBGJ
A1W9_AUMKZ9UM+VFA@S>A*^Q;C*>PPUW/;1<%TR'IP3%UQSOU29Y/@M M;-
XK+W@^MTL1|SF5@S5#M"Z\$UPLN6|_MM"&RM^D| QBC6X)Y|_9U9J;_KDH_Y-M*"#+ZJ,ZP#7K_2%(
|=J3?VP_6 M;N;GR%1NS)H|NT*DR"RP:\$R.\$?|XWK293;-1ZO?^'|JG"A:AQ<=>F|VC|. # M=%KP9|O;+
|@_3.M@7"3BMNY?@GF+|X4\$0\$H2@*74DR!(KSG9&*;L|)-\$ M=HDC7'Y?8VE)9L%L(0755=,>R02|1
B|R|Q3UZQI&?).H%90*.;J.&.@ MY#)YAU.)9A#VS|Z@ (RF\$- N#O^ZR;+2@N)
(N94ZDYU=)5!F7HC5X'OIP5/< M5?BG9^|3N|!DH8("TRX_3-2+!|PT"DWO;|X9CT6\$-9VC68/4 V|U|/"UYQ
MM>4=VYI08F8@A9@SVGA5'VY2'WB2&37)ZU7JB.#;EVA>|><8H MYS4M|Y8|K7|&-Y*.H+L S|2|
/*K^_3)8)C\$J/L.8H^7GOXJ^F0;'G-R=7J"EL#30#9WHK^4348.\$B:8#U4Y5Y5|=JC*?1|5N6%0Q?
GR/N1)6O7B MF+0 @T<|&L_\$@L)"4C26BG&#_@M* GIIT"V8Q3SZ2UXF-."5*7X#I>:I8'@
MARN357&;>+2SXE"/_OE7K.@Y'-^%+V>|CD71NN^|%%+HQ3'(X?3&C/ MGWWD|CWV).M8:0 (-
ZMSCI2IVQU-IPJ4_-4&9|1!*3.\$*8&<"MB MG3*K2)%G5@-&<-#IUL@VG"
|PKR6"Q@J#QZND+F#5D+01C;IV\$U78;A7Q9YHG MJL+A;C9|HEA2L*&%N&N.\$|(-DORG|L789M&B7;
|4"+|S 7B)#P_9^WW MIY |MX|H@_M \$XTHTZ&)|5W|'0(LAV,(VJ_?);*.4YC')MUE3"W^TT0,HI MR)1D
|Z#|N1/NLF"|N391;#+/F0L4Z/L1'WT_92W2%>6AZN<%3Q8QIEUZ M(SZF|LT)-<|>D8?
>4D|K=1531.V0ULL+BY(Z-CRX8.F+2"92%.6W+0|SAC M3R|KG@)A?IQ6|OE|D3^Q8)|BUSS?
Q|6N%WH4%41IRUY8R+@|;|ORRN?2QNO MN|41|0X#A^HKQY5@?|=H|0W#)XGR'M>L;8>VZ";C^?
F|J2F/DLSG,RL*< M+XBY(7 CX|69)"W*HVQ3I7+Z+|6X%\$-N0?"4?IHNO;T &ZE=XZ@/C3>22(| MV"7?
@XGSAW;RAI %1_=%,ITD5X98S8LU@'M#E7|DGG|=<_"J8|@-;?2I
M!4HMF\$)|JYAM&CKQ5GD*|T0@V+Y|1D_F/%@!;D4LPNJ6\$ "H&""@#O(DRUL/ST %D0=)4E-
YR|GY|H|L>L-.5(? M,UJFB/&&NW66*L'WN.BE!5>R@J|HHS/_+Y;-3Q"MQSKS1J_XB@1-\$|/\$O*(
M.2|*%^ZXB"IC@|I%8G47IBA,H=1E!6EMUX-GVY*|
MBH0&Y2WKCQL(H_>1/&8%55DY#|*#A2Z9KY93)4+-3\$DPQ>X(#C_K<6/ORU
M,9H@)D>N(=;N#O&|EQON?FI%5G_H%|DDZMV)_?X(>X@0&FE M@!BX?
PM_C4&Y/=0HOWS_WZ;EOIWD4_6>;?*\$|V+|JNRO/4.7YIBOZT| B M/T_+BO1B,-Z9@_4-9
4^E\$6QQ'/A%+R.7Z_Y:1Q)=S7& HM+%\$KJ|TKLOXA MX@'GD?
W9Q"F>D.K+8J0ZE;XM/VI2(|MF^|2;3;PM+<XSZ@/<T& RWVPG&T
MRNE3|;IUNFUK/_XG('##98NMB=R680%Q^+!5%^_#^?&!#>6U)OGS924#\$D+L
MYA6C|42D/>P1@S;#D;|@F)P6'TYF%5CE9:0OS9MM*A3?+P6PUK46<9EAQD
MY_38K_.B.1G+SAD&36#C)G*ZX|0Y9M.-D)G;SC-+|R.&%)H-J863?LQ5'PRM M1U|MMF?
E3D>13;UNYD3(#^*Q|0I-'WO%'HRXH\$H:@OA\$&6FE QAE8#Z++# M5L(2?
G*\$*&F=8KE;3_AJWOK\$RM\$H250T&X@|YC2*Z/S+Y4T;)^ A\$!'J MMQ9/?
H|A)OPB_9U?|L92+&VAA46<^)Z|;<L.P|H^|J09HT/Y_JK. M+|B;Q_O|V9@&^9?4QW*+%/78.Z9X7_K#+
G) LZK+;'T\$0\$/Z31+HIR/_S;? MP8NCE|1 TI6PXL%X55QC0+7|Q4J"YU|GY;KO/SYQU?
RGDZ+;.%KZC|+7_A| M?|@BUDK1E0'U8|;3D2|3P(+ (8T*5;J8C/1X6*51_|3TGI+F6L;VVJ5UI8X
MI57UVY/U;|R &*)RD|Y31'28";ZX*)|L.C%XER=%O|/5V<5_ZZ_A3_-|3^| M?/+L67"\$L6A5J6O
V|S|BH|H+|FVU,=[Q54T;">|2|C;+9K1/NF^_WQ;9+14/JX86%OA9X/PP0;^TM-N;'#|YW+-MN|>Z*"#7
M425KR+LDG7L|>_+LY| ^|&9Y.=TJ^(OORKD(G<>@15G237YX|OS%%|VM)S=%
M@|RKK7>2:M@F(JX*.L|3C^P5D5A9JF)7=& H*N7U|0%\$>
MJA;V;O'B4+7XMKT|8SYL|G%7*+|T>=T4YQM%H^3IZGH|P3TU>Z-"?08YH984
M&;2153\$^=.C0^Z@>1QR4;&D* @U?(LPAI+8XB#<?'"TMP_|H|[W]#?,GU#|S
M|'626DE7JR0&8;|28B<+2NGOZ-9Z-'JB*|;MXF>#I'3M@07|PR1XMEON^X M P?'

F1.&&#MZ\$2R+L_@W5Z?X!^I\$1X@RUS6>H5+J\$Q0H0I%N277W@P%Y8
MH*MR"\$P(S8ZV[I\$V,))#7C\XB2V923!^1UTN"DP@899VK Z5,"
M]_#!ZB,,+I@/HUI5XE!965=+U""Y4H\$. CB6E;"_0\$9?-I?I:A9+DNP-
M0Z,!G@C7(S.F">9=1J(P=ZFF'5;I/\$++M&6N'4**I!\$X)\$B.K;
M(E^)CS],=GIR;.%FKY1!;B^17M,7!H@!HBD4*SO.<8.8A"%9PW6ELI=#;E M@OBAHJL,JU+D 663=W9%
X:Y!L!-.G!^GKC.6:3LS7\$NDZ\$1S9P+YI>/V ME\$9=Z!9#;H-@CGOL+W1")^XK_X Z*&*Q9 ?^NEB08D?
FKZ M)I%OI/Z*M40'BV4LTFS=%!'"F#\$=F^LG9KCSZ91I\$9#=-%5&9WE+2O;\$^C/H
M&OHTJ))=>OI T^*=PAZ*7VYP4B=QVZ9JX@()YK46=B=4.2V%131T_05M7/0.M\$@@9EI3)"C7J/ME.;
M^P_48WPM%1A)D&P+)-0V#+UAHOLDU.*(J/!+BF;)H!8MP7RT;*G>Z,H2,M6+ZP:02W+A&6
Q;3G3;^*9-6=G^:S-) V:8KJ#7OU'XQ;Q0UM.<^U%=%**N0AO%OI3(BJ!7QYZ MT8T3O6"U5ZPJIT#_MY?
LSY,SW#IU^5DI-K"+DH1/+BSA"1377P&! M128.\$.)@
*.R: %FU&XSCJ&@J12IEW7_OVPJ:6!DLUOF%EI(H+H@3:1)JG.@X MK6\A:I@VIWC%HX A+#BOABQ0E4
EI4FZ#0E:ITS32Y4L_0AW*O1L8P(-E^2.M%"(=SII:R NQ5H)G,+=KQU1VB'C0G@5X4HW7D\$
1%B_%1IMUH0:/GU,C0O MMQF;G!7TH&C+VPI^A;4E5RWQ7V;^'=1758409C9ZDT7ZF1CK?
3[HG\$HAQW M)82*(3G-\$6B7;<+!6W%A6EB4 @Z^%PTJC!S:B_9X<5MHG MQ#\$5\$9TP3B%.A
2#VF?_C2IL)*DYK;NXRM/ID M3+J16F5JAB5_RZ=:6\$VWP7H>/Y0Z@*RARH:/SH50@\$;R8<IQE\4Z:7-!<2'-
MY=;-=/J%9Y<"0+7CCTF+I/+6!4B9=MCUM-?.&9SX2KL>J
M6P/;L4XK&IOC&T024/3EU9_O=-@%C.ZIY)#U904\QCIV%ZLU&4H*&X,XF M.K9!^BV?3BV;
!9KE@B_5E'#AK":JYFPR(.8S75 M:LOOZ!4U!_5K16=H34DZ,>PI):9>L-MP=I9R?M9OU@6TNZI"(-;5
F7@)N0 MC@BMJR!8T-UG%8*7L+"Q&A,N-3F&@<6>T!=HS&I3=KV)Z-47L!2"7!;J"]
M^RFB*3S@V8TOIEI=R:\$EI^VBSO87ZK<%U:4)^@+M!+BJ<=\$YIJ5I&7#_8J
MPW4S2@LKA7V+9R@+XB*!/^2TW/@_/W84R9%I.VG@E^IA5,,#8-7"LKGWH1 M5\$52XU)0\$NH:"
\$GOD+XNHS\$!?H9:CII=E;(:=1>8FHM>JD!8,Z7+.TN,*_M:@G/?2!"
(8FD4<>RO*8;"K&@MU>8M/CY,C0G8X>? M:
(E)1U%S=D89&)GJHHIOUI+)SB4/IM2X.9M(,2/<I!H\$.1HMM7YLF>/;Y) MC_UI6"%6DHY/X2?
<.R(4"WG.'0=B="=8U:))DS6%XVA+))"BT"(^O\$,37 MV/*A3,3\$M)>18H^6N"">%9YH6??
1'?F18%FI;1XKGS>Y)A)Z^8ZSM;DGR<M)=#)25M94^T.OI^()^'S@>H!06P4;\$*0/X@1S_M*
(!DJ&OKHCS/L+9(=*YO19?QKA,U1/!FX+(I)>AJH(ISOJ(:8C#:G*GZKI2 MI
G=9FQLH#W9)ID\XA2:IQ>VU1@8AB#<\$OH_-JN79,&EIM.A2E-A#ZMM.T
M)/REM94>3A@5HSP>4K+S2L)&QIM!S!H\Q#7&#@0>UX%IYJ:@-I6#&T:4"44 M\BJ:
O_j5_44P=BNMH4#8+EX6WTG*.FIU3'X(.HY1=K;A\IC"1H'6N1<5H3 M)6\$K02?(LIAWN@95;_I9-
(7>!2?G;5I>;5R#7KL(W&)7)<#RZ1MB MN'&\$KCK) @'_!0ZJK,[\$I67S.G;+FE^~/ST.FU2ZHL
B4R[";LW<"#&1F=)^(#UV4/#G.#"A9JD(M*6!EJU:T.2E-@AIW!9 /H MFDXZYU-*DN++5<89IQ"4_V
0S*]BPPV%1?5 <4H6H"WJ*2A^E-)5\N?UA_M#U^~9^!^JSCN2^5M#A86^>4E1U;35;#G6DB-
;X4I"636:%^K9X!+\$AEIO\$8 MI@<#!M9KJ|K>\$'&>E2 #11FD@F.(<"I_-2?
HGRN"P^M+D4HM!;*_U6#%8.1E+ MF\WJ'L;DJ BB2:SO66:#L'_JL':2PVH";MK\3ZU=;#5MCVN)/F\$1
MK28K1I3;0E.ZAOZ/438-8P7BGJQL@EJ9_@@M:-C58M#L+<*1V3388=X._>M92/L!+."M (/&BJHC/
77A3-LXT#1@NW%V0S""!450229CP##I&#>%0*F5 MX;!P<@!JY=3&Q_0;3C)'65/HE0#_5IR
;N;RD!OA*WL7"RB(A RKW?\$Y/5_&M>P.%SN"&QK"2A"F(P!57J->I9 M(!@>AY(6LVB29%6-Y
(08037'F\$>/RWE/MJ;.<!(ZO5E.F\XNOIR&6H 9260VSOJVF.RH/56;-0<4!7!HE!UCW\$ (4TRL+C+?I-P(6_
MA!;VMK\$JW@!T"U!^%PN_?95A;9H\$G!I=&\$S5!>IQ-1;+!G-9#><;V(.H^Z^ M1FGP=0V?U9A'016G,>I?2
W_Y^C=S+YIKWVW1RW+MB?I?6Z?GEMER0&;7EL% MY48;+>U-@-W)IA\H-K662Q4T=
PG8W'D.JAC!XJG-"PIHJ6WKD&G@ LO5 MA)6SRJHKPI2ZZ*CFVV>I6 H!IJRX/<;>U;@;HJIN:@A?
2/%I+T@_9IS<>".M<3<2)=!ITXF6PR.DR<32E>E38*2>XEIU/ZZ7M3WML"_M8JOGBC>LIV,I^N\$
M='4SXS:JHM,KKI;IE2=-KZQIPUC(.C 'N8I("+Z0) M"MINPGWBOK%EX&JR/6TWHMV-JL2LFG9R.T5:
QP;>^S61+;C;>;MGJ; M,*SF@T2;L^"YDVK0C2#T3_@A9#7EB3"!A(\$G!IKQK,2'B/D\A;:/<4J MJP'F)E1
-W;01A\JWKX\K>+!+I!G;K=,00\$)X\$0RPZ@!7!5B-NM"4(>(>
MF;VJ@4J<9SZ4AJ8S>VXIH\2X((@13IH&UM<1S(YJEXS 5F.)MS9D>N-G;WV
MX\$SM'2U/&JM%T08DZY).?F58159I?9/HHDB:4@07,Z=6=HZK1**I>)>GLE.XF MKD)H*-ZA@J_\$T>3&I3
3I2Z.E"H899!PTI5#-I.+R-5%<I6ZUH4N3? M>:GZ!F4XDJ6Z!;*9?0
!1!S=&P!X@UF5)3&36'*6Q(I4V4\$-00HXP"15G M
#02I9WI!+\$K*+\$FNO#NL7K#@2F4YWP#RD.3W&>>X%%LYH*6Q?.*?1G(DS2 MWDM!Q+2VY?
91GVRB_"ZR@)OP<3GI8N+EM25HJ:IW#>Z&)A3NLI(="=;3EBDS M&V.TTK38IB\$TQ>\$F>GTL-
P^SB!8I&XXNUFD.[D5@3#XW9X\YQ+G=6#@'L#C M%EA/% O\$K6D1)%J/L\H/V@;7@MLK6!PU(I R
LA>K!G L!)&C/2C&L K&HZ: MW4?5I3YI9'XU0>E?7I^>G VIT_NIN>
(ZK^!^GTZF1P=M8 'UQ\N7I>9>10 M=OZ_4VI_4<UX;2003'ICLM);Q M/A#C6C)?<_! H\$D&;-A?I8PS<-
ZPIPR()+NGP&*IX EJ"5AUTFLY0K.*Q_ M05"\$D5>MY)I&^#76\$?A(IIT65NW>&_J8D!12@=
(S!C(E95Y'H0;"_Z&(@ M:B/L9+39;B!<_>!*PC/CGSL"#_NGIH_"@61^,IW W?O/*N.J3EVO057N
MP9+4@_RKSNA\$-S?>^.=
3+4UHL@'ZIV_OV7+IK_HHOL'>|MA=H\$ZU^6;;4RO.IW_4^Q\$&.OLK'2;PK99!D>;2Y M;S8
M4"O=J.44\$OIX^ OWKYVS1(C(H2(I=I>\$> H: +&_LZK&"6.9C6RL L MK\GAH(V5/D<IGD?
9R\$XOX(K#PO>/)DSEFN7^_N'ZUB5I3=BS*;_O/%X>XQ M_/P.CL%1D+!/_
R*B&R.8JW92>HDBW@"NWLXA MI7E?H.WA\# /O:LRCZ)R M\IX";O-'EG_S/?DO3SDI>_N;IR F
#K!M@WO4QR&2>1=(3)HW&.NO2*UDD\$ MZG0T/_#CZ\$P'>ZFV>,".\$257*^KCW_.ICX.2LX
M3PB6O8K_Y+<"I6%\$&="Y4ZK4D."R:9D\$;Z_WTTQE5;)U"-!Z>I!1#9JU'? M1T-EI45*NJGT1 @S'<IRJ-
!_4HMJ@+?D7@L_4PU\$ 00&-P1 I"N\J.U*\$A\$ MNIPN\MAE!V8\I*BI>U0U90%\$RQQ@Y: ^G0OM3R.Q V?
T>KGFKQVJ1K M489<(BL#3*1X>SV1P+!EBL(L.Q(U=L)7:QQ-*<
M!8EN(:FDQ44UD+066W13C2PV.%TP%QR\$8?4NS>V5Z\$5N%07B%KI@T
MI!O&TQC+92F/K^O>N!Z:VI7EOHS3% H72%3Z>I0S%"_5&@H#@2YLWOX\NT89P

MO*IT=60IS5Q8F,,:\$!;ND,;77B;K3;YJA=371M7GQQ-?%I9J33LE I705/ MK;B;#P@0+%EQ\T&-6PRG72
4*F^+V;D:50(+K&\$OQ..YU!O)N\J(L/E9#8'4 MF\9.B>494B1J>|U*DZP>FIY*8*4(X?&Y,;H%>Q-
D@XQ5""0|,-D4(Z.S% MQ;?*,2A,T9">VH43L-CH))R.E>S:82-^K^!AJ95B156L1|*Q^ ^V-W7+
MHJA\$K;2@|+B;Q|J)A|;HD|0JN2I'.S;0^XSK.!?O'8XU\H&P(P'C+%|NIC@& MBF">1OG\$Z\T.I'UGGBGT.-
X6>CQ=H8?66IVLXUI0N=|1?299|4,HUMH(L, ^, M1VA7;/:S^5M;|7;T-P\JRKC6RG)@Z\HT'IG,3Y\H+-5-
U*ACXD6%B%^Q3D-K M09KA*U00|?EW(FM#A&2\W2|=GRF%E-.ROLZ\%SL1\$"A<"\$> YR>YG,JR;OR
M/<47<\$&E+KEA<4*,EGCW2,9',D\$,32,-N:I'1)PUPCF,6 N66(=A%U#9#% M".N(Z7PU@IN|P\IC5DP?/I9?
B6PSP\OP494!/-45@W9%&92S,LOG50PQ^Q:3 M* >CH^01*5L|+E.Q.P*'R)GZD\%
I7XG%& OM"HHSL,79,18|*8OD\HKSP = MO\|X1X V68=Y\$W=-D CG5?\$_A>82)D;FKJ\$%\$20&
MS07;ZY)9E+48"/+/793,?=M+|>8YX0AQ)HV-:^LD7W6;17\$|0HS@|THA.TJ
MI6R;,)@HTZ9PMX&1.I:ERNX>25V& BPAK&-;R?^=P;W5!WQ? MWTN0!Q"?
B1&G4.JB=60%%',CE#NI5F\$^JC6|YJQSJ<J"H6EV\W\$M+,FI MIHK =UHHNY,>\$84_B8*TT-0.5PME-
_=8>TO'FJ(1)#QPIWAPIE\$"&*'.#?9\$(:#VZ;M\$8BG,H8\BQ.UTWM)N\IV?9)8ZL:%P'.4NHGZV.AI Z
_5+W20@6!RL;""?C|+ M?3J)@IPAA< DG2J_2|@/E*QKW_7SE|GIR>^&#&(QX%YHL"#(WXRFTC-\$)SF
M)G)QG^65>|@MZ.I@.HV(AU0XE-)^:(PCC."P#@)%#P+AE0@KMF0\HD'#V M-
|QB||=D6|+MV@\$62XYN-'HQ/9) 0L\J%:ML\Q4'& U\02T#%KHNU5?262Q M1KU5B>V I%
|M>F.&+|=6H!)!U,TOSH|IM4>|N1V|4_0U>J>6R4\$=^L|'W> MW\$Y1H| ^P<|O?5MY=,PJ":EI2-Q
M>61\YQ,J'5%,F.@GNQ!|?S4P;60L<:MA|_OHI#Y_5PQ'80<">^ZQE(A7Z% MQQ%C#_EK=U0JR)1>?
T,J5.F)1GCAZP)G+X&.QD3OG@&N\NH*#N<"\$V3KF|+I M' "V^%-IVZ?
363%Z%MY2**L,"EEA5606OCM|*0XJR66HZTJQ?6LC%6_NL51 MH9\HGIC/C%WNS>|>AK'+?26@?|K:?
64VAIM#,,=>E<,'F-6H|M/2T|I="57PR MF\PHY4|?# S% =K+FC7!)<2_D1MW\$4JT&^%"1C3\$(|(+ \$',5/I\$T
|Z|P"/ M<^5.)I&R>(VOE>4V|6@#|"-I2R;!*|^4*.2;FT!"SV4>P*S;W@7Q(#8.H.P1H MQ^:0U01\$2P?
IRWL&0W6^9.E\$#4/D^_1H6,&Q+LIH2BA-#/Q\$Q7>,\$K7H"Q4TZ))%|3;/.EC"LG%^02KFU1BRYJ
M>;,M:GG2HI9UM0' FTIE|J_Y|G6VFJJ+T<91!F;^@O*H9\ZD
M\$XXMG|T/BOW9'#>"|Z|M^CNLIS;KG4"FW3>.,YQI(F6;C2+DN2F\$<:LA*4|< M>L96L/%0V.TD4-
Z)&A7/D/WT(>?6&|6| 2+,<4Y?0R.DU-<.HS0:QZ6P-EG; M8|M^|3T-
0VJ\$M_\$PMD*;K>N%-1^6M949!%\$:.Y>WS1).KF3*);,P(UG.'8<
MXZ"X:Q422W#2&WH.VB|^%Z,9&PA5RX42,4&'D-S@XZE.(B& MSJ4'N_N'Q\IEA54JXX#|"D
(YUDVQCM0+1\$8?ABX%:PAN2Z) MJOJ8FW:N4) MDYE*EP)KFSML(+;V;18P8#^J#RZC)(f&\$,;<;JW-
C&2R#=#^|2&:=RU;I PJ MB341\$.)MRX9_X'XOH:5|YR|+DUT"@R3TO(HQ94&96^K*|KN21H<%919VR43|
MS,*(Y)P'4HE)"X)N>4D*\$LKD-6:2O|+.[K 77|WS1L!;-J)VW83| M?&|0CG;7;H!8<'T6&;RNHG6V0047V&I
%U*N@|V#_1X2=P7RDB"8')=A_19P M>M6QAMN)/GQ&/->;@X_*,
()H#I@OP|ES=E*/G#K,&T\$=9M3L;4\$*M-C-"L;
M2)9|+K|@_&NYOV&2KNY.W&ZFZF9).WV6/_2)C6IO=>6AB9+1@Y"UR?4/&V8+ M,RA<.)HUUG6/,W8)S-
B)O5GP!_T0*1D6"TT3VV)HMJW@\$;29XV|R+ _+9U>A#_ M4|<|#UKU."9;0W+L->O\$W&
(9%M6B\$V\&QEY:D:UM8<,L|,0EY\Q0\$(H2.#HH MM%)16YIVBL|Z7);/3*L @WY|<)RKIW>1>-
@UEB|ZY866+H#(=7+9@06;|M M_|CMA7L/(F'HN!2TBX'28K-1Q.865)5/\$;/(56C.1/=(!_D8:ZR(K+!0ZNMJ
M7QW""T=VCT25K&KU;(2_3.9L)G.JD.?BHR"\$9"#XV40Q(07&ZDS8UJDL49-X
M+*UPYIDC+54|MR@&@;|D8RV*+DNAL2^5@?C|_PCAR(SOZ\$B4P-|Y%R580
M"5J%*3Q_7KN|?;M#M<84BB9P MDK"0BW'8R-Q 6|)09=14@EZH)|YZ'EIS:3)>/G(H:6T8S/+
()7H5\$ A=)X M3K)QURH+W+E?ZDQ3*B6B-T0# M@|7E/,H0;MW4"5R?J)5W*98M2R\V=NF6)\6-Z"
|;J|="Y|^=6US%|?3U@|O M(?
RW^E9=L@4W;PK;#UE6;|UQ&5%ZPHTV8Q|&)2QDKVO\$HW0V&7*=BGDJL"RS16=4-5M9UG%K EF3+
(3.\$"M,ZASL MB|))A@87|U@J>|P79S%JW""78_2-
_O/"|Q;IF8;G/FFB4B|C|)A6);4OK,H((O_V:3LPEGIEADM+7N% M=K""I2"-A|G+TQV+H%
|K|PL*" _C|X1T%Z|=4K>5ETMSO5IEA3HLU%#S%Q|O# MD#XW|*,0LM5P?
(7L70ND"#\$C|CL|QXT67H_2B3BW!>=>ZL%E45*-BE;HL#\$H@ M6:@XGB8/3(_ZN.VK))9?'-
+,%8UI+0^444/0,PT4B|FG890#V|79IH&!<# M/4E0/*3("H%XZC|H25"2D)K69Y@=V\$.%?21?
S0IR0U>AQEB|<5|0IV1,|G M'?Y9^'OEH6 VS(TDM-'OHO*ISXE3RK!45D@RQ+Q^A&C4A8VN*
J6#|J<3(@# M|<4AU3N+B%:EM_59F 3|A8XJCI/S(+&B=0:S^Z!8"2Q\$MAKT75;C7WE; MR6I%-<#/?
@EJMUQ9%,*#4|\$5/9NBT |P?;N M,9XLHF8U0LGP*A7 X<|=->AD6!-
'8K=-.XIIYG8:\$3C!4\$14VC#7LK9(145ZAO MH@6GE-SMY|<\$>+A914 #1KDB| ^|4?3%)U;%%?
|Y#5"SN%MOV!3|SOL"3K."B M;|&*3L\$(D::S\$>#L&&|L2B%^2C;OYAFHV|1:2#;E\$DTR_E'@;"LCB0-G9=
M&05|H6,@9^=#)">_87QF95T/9\K F\$@48:3,+V5OZ'JDQDIU7THV@<.'C^+H M1BE(_H-|
(P(<(V(62=B8FS66K\FIU5P!*VV#5OT?.HHVT"(9;KK+S@JD.;U^ M^):(|
JZGDO16VS*2T)+MEP%#4Q;.)X'.%D0_6H;?LI9N.VAE65=82PJ_ M+EI|TS|OPW""TFZ6P5ZJK)0-|GIH)?
O|S|U|X/#3 M\$;QB-GP1,%D7GMML?M2#JG;B4!>IV^C(=E2K=)H&&7&0!R=CF J;E7N>D*N M?
J<1Z<0/B|)U+KI&HN.&7C*);K.\$E|2,TE/FRP0CZ|1H@.8==_02HK%/G8/J MWP;JF\$&9XTA;6F%#?
#Q=UM*|+<9)=MT5='5+Z5?HOIVF)6%'V&Q'-H2T"G6 M/A1\MM*(>1K-"P=@4EFAV3PRD)3F*;YC3+K?
H66GIC""7F;KO=JZA'_\$XKYC M@Z|+>KD*\$=UD(9)Y#B@BE!2&@3|HMIH8"P4<@M|H#?
GKEA|JN=H\$7RNGK MQ<:Z+Q48" (%71>L)EVN&=8,<6X#@B|*J5F<9;ETW-T5!EX#&7V8KW-
M6|IMNKL>MU1!&\$T"K"3@#8QG=-S%\$D(SK168IN27M?7_.*J3?M3P M_%92WR1Z%>TMN2T ^)#"
(A8MI\$TN&6)^&N\$C_U160!'&(|%|H%(X6;W| 6V MF|(- YR%-Q/N?_8/BDJH(86PK;)1T%F+9JHF5Q
K=>)9X\$X0G"F>6C6M/ MBLXDL?JCW<)|H_::&A\$V"MDY-&|IXQ_/P.V*J5A<3.+T@_F2-
KK(SXVW_6%TGS%;0J|65ZK%32.@2#&P5V&@.DX/!(09&YYF*B#DOO?|3('2VESK+DC@IS(7ZP
MLU%|H3F28!%=<;5DTT@LS8_UU8Z5OY;+,-|TWYH1L@TNA4Y=!,M"TW"" M>KM@NE?
9QJL5EE66X"H6|G7P5^2DV&&-Z4-|8TGV.ZWHG*|T^T@?1;"6JO| MT.4;Z>YN&C_B911/M,D;
(LJYOG6|N?5ST,V_BE|!7@|\$J0D)I *!44|3+ = MAT/<6_6ABW1)+TTK^R %);V/4%(M=,@9B|G9>0.58=-
U@9#|QJO3\$I%G) MRW8|(| B1&77EC+J#|LT2C-B-!+YV'A*/_C9QADOH!1#J8M.5*^W;RJSP.G

MJ46]MZ6* YU*8) /7E>K@&>6YB*2VHSAJC.VJ*3+2BU.P9I5+\$2G&I.'+4K\$
M>"X+HAY5T%GLG);J+).JC=?[43]3;R* HT MALNONC7]QO&'E>B;3<+ M^\$);P!2_P)PK,Z*Q.FD,-?
E2%DBN+IR;5@=\$NVUQG@D-FLMW!A[Y#>#IFU'X3 M3C6@/ILI*#(922Z](-4\$ _T]M]J13'#]MIG:
MBDKWT%3X#+6.132V,P@VPX#NC#<,2C87#QODPCP!'!8.<9UO<IKI>SD4!C;G M8C%7!OND:"
[M]>OV<'M)XF&>0AG44,=CE5B MS# 00,IT+1/FF^98/E<0JP&N_VXLOT^ H]?
G8,]7IT0*G%163&Q)2WY5WRW32I'@#^4,;M"OP#JGBWSRW.OI&Y>=N]#E%(\$<=VAWUHPH)T MZ7-
Q&%CTFR*GG!H@,-!YU@X\ V5"7P\$N]4)A3LS <^,|>_%;[2]RT"X)L M]".WV19MP"DY A-
UVUS_LSN0IOF,;1.Z]WG;7&SYIHN\$W*0(FBI"N,NN!*, M4Z+N@I?0)JX.GXM;* 7.\$VG
S&8))>SNLE@*MJ7<6"V3/V]J>/9-/0R6,M# =MHZ@)G+T>X&OP92H1?]-EN(2:"?I=&4-S)1Z
CWI4V/"HS.%_MOY'3,D4I=5+ M I'F0A;78 RZ
4VL,8U'9=LPHMHP,+,AM009@1J&X;42E5@Y,3'TJSI5^V4^ MHW"
(^@/6E#>F*8>R4H;U/>E_OX;+;N2ED6EB\$*V]4I+5]*M9SIV B%NC M3G;\$FZE.
<,;1H]:@6PB)4BB&PK700J+; 0=8BAL!18H4Z^#W5NK*9!_#4 MW;0ZXK] >KT5WTJH]!^/=
=QGY0Q%>Q8SI"C5@MIOITE+6R,|=|LT8G2W MW<[!%]J=^+(H\$9_K_ G!J^ 369(L9;POLO
IBZ4ZMWI^N\@#1>!^,.*0 M,UDXRJ8HVE')^T_&HHM.*7@(-N!L]J(FIPKT_QIHUP_ZJ\$O"Z0I_)NB6O
M_D\&WQH94#7<*/.OS)&UMV\))%KF Y4D(9 M)-
'B54;01US8)UK<%BPI4'F3Y^P94+001* PBW]P.#C38SU<3QF=8"&6.=+IVE(IY,ZU)I';GBI;#=@
M&ANFF-FA1WD\7+1X_0;OR%VZRFYIW\0\1\ M250\+1\#V2_1*"HOQL#7=B MV@]
[C6H2?/I&3^C!-00V\$[HS]+(K9&?K;L/@T1X6!MW;A0>MT]6TTQER6ES M=17B4Z/C8:[D6,|,>?
@ZG65M_ JXT+;2I8P'/%<=;J3ZSJ'/LYW;E8ZT,F% MA6NV%ENX4+ZUK.8U>E;-
+N1=H7\$;W>IM%8*N0CC<5B\$;715"XXFTI@/HWXY\ M]0#IGT+MFHK#IX6P,X(-A#'4E&98X4OU&(RQ
<50M]I&2 F_OY=JQ/P MD'A+I8QOL#P;W<[IL(&JYQQP* <0"R%ILS20Q%8I3,WI/#"0I*PII%|<)<Q(
M?!,L0*! G2,Z(+S85#;\$#T-)Z/+^W+0-JN'B3EC'KGESGAMV/KT?=0^(E*A9
MNU)\$W(GIZO\,YZMIFP+X)IB*#XII==07:X\]2,.V%>@P]3J/FT;EHZ/>-/9 MFGJ(VVW!=E,WX8C;'#
U3,5W<3I#63'1L95WT?PV^GV#8\12L\$!0Q8;J(8+ MKCGW";V4VW#UIG"U*U);,\$(X\4+=A\Q"OH"
<#5%K09\6M9"QAIT);4B^ZF@5*>SF M2G4'FM]9H&RQ5LY@#5G-
RMSFH_C"7#A%?,T%/0EK@67B/00\$SAM.\$R;^ ^ ^ MX+DZ=JL,^)3CR@WI9<>>|\$?%Q9^+6=Y,-5-|=
:6.Q"F1]7RTAPN^9!;RT\$ M83M1'KA:0Q"UOY(+;PG5!OSB@#J^BH/9>;\$&!2B]4.^,(?K?#OVCO;VM
M=;J=;X*)-@I@M:1Y\$E\$;3NC)2II>"V"<69K.+5^ M)U\$.H#F"N;C^F\$MKD1#&0M6(=0S!]>
<,!%FC&6E!<@.ZAH50AM]Z6ZIOJA_ MK("QC;_ 6WF4]DJ\$C&@^I&
[V'Q[R.%]Z2W/-4;.*Y[B_)IMFTT&1MUYP# M64B0;-"N"8C@1(UY*L74(&, F4F%=LIDF7!W;-
[W\$6W\2B)J(1_5B_5*0H] M(0UBI%V@!@6%0YPPTSWAUQZ]>@JLYGYU3(PW38Y%V?LEVC7? M:5*0_%EU
\$C;2F,SJZ)O!=96%@=52]L*F;JJ:O%&(C&XTBWNN+2.2P(%XW MM6'AMUSPQ "WV;PD]C?-[3Z=Y;/:!
A&;E5MM4FUH*PG\OG_14WC/\$+H MI07!=W)KNPV-/YAS9/?RM=F#GTH&YOD+ 2DQ5@*>#?
Q=JL:1XA850RQV"- M4G^0KYE1/ 0&8Y@A:C+F: ^<3<3]A#BM/U1-E.E,6\$N4_>@]K2!;I&4BD\$ M
YA6/PL6*%(+2XF1."K"!S4ZZD:Y8#2B1C54L:F0S&CRPA&Q_N&/0'U4=&V/ M<\$?AA>H:"5X1M9+?
U!P([VS\$HZ/6.X=^KP+VOU\$/@GO @,L/%,;".CH2Q?2 M2G>FPC&@5G%|YZ,+OV;1I-F'#^,E2Q-
C;LW;:QOH2^+;6]39W";,P,*P9 M+;.%5R\362.R@*G]58(434L;+F(-4#!6S@!R?!"C"6KDUP[%*
MS3Z*G18)+ "UVRE=QXRT*N]H+7M9ESH]J9]4%;&C&9!"/; &8N4=*J8\%(, #^, MO;'M&T7\$JZF@RC>-
-4Z]>H_ JA\$BY,ONMCO*>VBZ\549EFS(A= X4R:F'IV=5!NQL0#(MQI<^ _/,(_D*APB4C+5RN'\$PXC<8Q?
EH-BEP@TGA"+PS=|+2KI[H]XWLLT3 MK)0E;JRS,H@ IML;L?^TZ;XY>MDA0Y_0.O\0YKM^3
#@O!NM,V\$%EOD M/XQ(G,HRVBF&FWJ.R;C28QA%;=- N/MV,*"CAV.6Q
0&KK\$@X"7M&B%|HLH>6=^!O9L;YY M\WREI8,ZTK)8;+^L""8;H9+K6C\7EU;?-47?IV@4;K
MK#B'AWGH72EM\$ZEUH(?D>7?S'YRMG=V_>1FV\$ZUX@9I>:)TXX6T] < +4L2 MK"/8=KJ812(-
)DP0I1QC!:#\$Q#7>6;T,0#9:1UU037U!(('##,=,*? /FAQZBL M"*+;(4NOU]RQTVY+I"
[;P+W]JF6Z7#;Z'3_KW#ES3Z=Z]+J@8X5!C5;.6 M\$1.;!S+!"TPFU\$R*T"/!<."BAC2>
(R8S!#;V3\$TC8+NEU]J&*;\$)AP0.YYND=NMYDNJS8FB*Q@3&(TT3U"@9P*I
M%ET@5EHD#41PA%@C;=@@RACKMBXEXYL*9C?2&-@T /;3L" LU UOH.-9E(+ MOJ?
%Q6,T*;>H#U^J\$[0D]H%X>KQ!NB]CZ4"@G6DHK5P.4_H(ZB1WR=)!;
M'R@6UE<7SA3T;AIZV]H41H@UST;*ZD-#V0+C_1P>"2]!;BRE\$]7D(Y-GE1
M5XQN@;@KM%\$%ZU\$QOHI'0A5J=O"%C\$@;:\$EJ56&!8?IPB@-4Q.QW,;137!)5HDLJG/BO<@IP\$]JX?
9;%A6 M").O;N959DY0RY\$3^\$0!\$T3Q X!'!O*D?G^,%IQ(HP;U6V-B\$.15&4LGT
M%Q!QV"8HY<^UT0FG:L%!TDK B%;#MHG>"XKNP'=E@K!NFD@;(UP-R/W91 M5;,%N"
I4=H#KL\VZZZSIT3;K AQ).92+F(499EDH>&M!;!@3.C\$;_4FJU] M?*TTFV;BSRULV+\$7S\K)5P"A
M+*6N\$QVIGGQ;0/B"SM.X<="6K&(W-\$(.MIH;R@0\#9E0G28=.OF11&KL;
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M]G,%?E,...T62M_!2INI7CD!7(QPF\O=J^VD\$0)\$7VH--GTC'1,2)W%15
M!=AZC]J;MF*U8UWN.!!JZIOEZ^LD'A#)UOQ'.Y&V./2EH4S^3>3K.\$0-S@+ M;IOH%1H4SVI!HD/K!
P=#O%HZB;FS&"6X-3E<,">9"1A63P6=WMEQC(1%R_9A?PYANJOX>2N0Y0NH?/"D6!;:5.&A;=!>J]Z&2N
M5G-) +=5(-U4?!.IC!5E #;J]P9V (-#.11;+D'B,C\$)UIUS\$;"L/9T%; M?SQPXT@?=9,TTNET-
[59X MD]JQ\$DZNCK=(@)MK!3.Z6XTYW=KP=M L;] M0-1(SP"WDTVLM^0"#>GM3;*V7T
M]\$_XCS;K;H(-6P?L]IW41J@7;X# X7O;"!\$Y%46XGV0*W6-&D8RGR")0H1(
M]6L"WDSKOKHOED/M1908LILFAEMA.\$=XLN4/0IF++A;W,20M)!J83<@H?\$ M2)W;?="1&-?
+;..AK#-0I<0J5BH%<9^%R7W0FYLOEOZ!&V]3FR]5ZVZ'I M.P]3CG>0AP650^)&V#-
_27T]5F1^R\A<'49J]3,JHV\&*)#0G+),&9@K@+ M&I;JBFH=L JS&DGK&*IRF+
[UN3I<@%I!*7T+48(B0E&::8\$<)ZQGGNND:D- M-^6%|JJ'62ZQ&(Q(AQ-
TNI33FRJHBTS>'D=JUO&RZE]M\$]L4D4O]HFBI^V M;M^C*]IU(S^FF)B \$B<0"T*MW<4-

O+PMJ329.43_Z"XP^T4I, *3D4>1C_ ^,(NBR*=KJ9")YH; M2,Z=#H!<5ULJ5SG.EKAG.NW^0
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<4J7_8B6^0>)C/S>WE-/E M|X@#\$\$7R#?PHF;_T6^O3;)A+.,97U-Q3SFE\$ _G+0I@R)D'A,&8!;8J7N!P
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JR2E44_5.7#Y"5-"O9 V 2=KESAY8G0U& L(GF)-E)HJV74E MESP-Q)(8H;3/U0V@&X\H"Q<\$PY;4!BW%
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=/_!%./D+9HIJ^!1W@/X"IS; >4;UK\$G^+O!CH9;D\$ M8V7I7DE3M+<--R *,0NH0?5L'9#;7U!FLV@^!8;T!-
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7.OFK\$#2\$7V>T.S5QTNPY"\$ _5NE-)Z5@=">Y6F2IWB0Y(-H0Q'/'> \8 1\$ M)H
M|V\$|4_A2+W|\$|4IM1<\$M\2KU1Q8V@(#(:ZZ8!UC"_,,8-96U)I.%;V&U %-M,)D&4B6*T)98?
#NTOBIF\$%,SJ,7\$3*G;_S=08#X.P)A.HYNLC\$U".(^F24"\$ M1\LGOWXO-,WI,NM35&?*RLXF:E=SN\$CK9+!
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\$MFT%6IWI<"_!P,_%/I/E>##YVZH49\$#6T_0N0;2_P;JMVKIA_C8*LI M)X-Q.DWF3B
BC#"G57@/I:OM%&W@ AN?TX#0HS5!_ \$&D>FZ,46\$8J@?5&\& M53LX;>EHWG-
>,"Y4"N'42T!WEO\YFI;2/Z2^DUW;+5DDMH M.-%QO=Q7;)IWUAD M|6OK#;/D9W#;+&.\$9@;JJ.GP\!-
"%G'+\157;0;IK MH*..2!2 62J/M1R,9H*)HBR0Y,6U2A3GBM9U,M3-PH,8393##2AL+N3\$"
M#ZUY9"U\$J9\$MS5VA!UE\$3)6Q""C>("3CT # O>!"
M+70%T%N'B18<)KN!;R'9ICC6#E"@AHV;H62GKEU\GTW+)Q_84WL)SD5O= MX8:Q XX6_C9&4JUE,"
+9,3%:_G UKO6(+ "10%ASU= B\8U.W9E^|4R!S1' M>AY5R5EHP2SX%^AU#R'D8/4H.1?
IH?;\&@P!<O"U#4G*W"J-D;:7\$DK?QO-* M-^HBOA*SNF32Z5U)0I3F-&^4K49JT?3
MI<0\$D>, +G^H_X%V*N0\JM,917M'@63RZ/#;\$5>;MVI9@1;@7)3' JH^#W. M;T&ENJQZ""P"
/T>;6X8U5O>X>Z8WTV!UHNPI-&K|A1RNIO+^GYV99*..I
MB0>S3;RY&UQTM.7(E,*&F3FJ=N0E\$).@GNQT"B)J/Z0M.)&;M1-JUFPU?;_ M|^G
JM/1D2&;CXWB4)KG#U/M8MZALU5JJ"IL\ (Z(76?.FI3W@)WJ1M<\$(RMU M%'(?!USW+4Y#BG6"DU@M&
|S5 M+R/;=)^L61Y671 MNIF| (BY+K3^#,LQ65GIKO' (DE(CI-\$I@ MQH8MT4HALQ)):X'G#@5FRC+63>
B1 MGT@5C2RG!;6V3* @YJH;17G(_K*=C<;5\$HX;#*R_%)!KFG--GBS7;I+9W-
M7>W)LE^;@\$@JOL(J;=;_8T;41'4BTOA+&5" \>WK.=B"0A 0,DAYS7@.IJR& M?J64'0>Z+H;@AB2-SU7%
/XU7>B.#X(M\$X(F0_LIC+<.T20 ME2FG6>JVV&!Q)^YQZL-6;55<|ACO/XUHI>JCH;VL/94\$
I\$N0@+3F2B1G M2I/L;\$.0#+POT&S9RF!.NFVPWP&E1AA-E+J((U+MR"YOI<'F!EO\$F+8*D;_M+2+R
&EM& 6E\$//A5|A\$"\$SZ\$V"11D(W3H_ 'SX5_A.#2U.=S0FS2YI M"X24UJ&+_?U7^>7D\>JITW<5SB-^?
7GU^<^Q=JHGS#G;W#NA'7R|????>
M'QV;:Y7KL9&V*81|WS5V)Z_1^DLZH(M)BG196<=;MGB46<&H1|JR2%\$L>)
MA|42JJ+*R&V8LJEV|Y,E&J51M_TH'TNC'<\$1F4?C*!?FFG0%_.,*?5LY AO(MA|IC4N'Z4
TPU12!;R8FJJ8X_S*?/!(IX-(E;\$._TV@?Q'2R;J.L.LUZ
MO\$VS/BD4#M1M""C,5Y7F5"\$)!&_Y2%@L6/MP"P;N\$18QZJ.ANIC()O5W=#;E&\$-CYD?=03U*J-<&O
MVJRU""P=/PD2_;\$;E M|5JS3PN)Z_:/CC@YRB*&L5)&/1%'SS?IA7"MU1;JM6LO/T#M!LLX!@.0(IH
MTUBG8V(!0;#;@!Q#Z57!8L68DNZ(AN+14M#XT 2Q\$/D6CA90JURG?"= IX4(MHR\$@JA?
\$A^E/V565KAK+(X|@,MG>H&S@J+1#0%35(.R;TYJT4\$V8JX0NHSB
M9,A|9'NF)I1HK0I/UL*U^~:~!)8N/1@;5_A'3CIR_///!=\$.8_L7;03#&, M@X;YM(NAN6*3=-
'UV^=GJO=H_6_?HWS_YZ'WN7U|_X7T<7 ZN+_!2;_P M3B|O|H?G/3?GOWAX;BO?
\$H>_UQX+W_HYZ2O_W=RH3Z|O\') M.#W;:\&'I2'GRIO3@;#>Z?G'IQWIX=JO=4@+B|5-?
JO_N7I%7Q|>4;YE-I M>3DXZU_#1SC*TRNO_ ^%R;/@(\$U3?PKTOU. OO;+_KGW|N+DBWP%KW1|V3^_
MZJ<77DG%>?7@T^?U>W4_ %TT'7XGSM?/PIP3F_|5^H")8GP@TOU;YBAR\KC MU#N+O_H-
4ZU|@G|X_'5RIR_O7WOF%>IO/EX;K-4+U3K\U#Q^D!>Y
M5L\X_P|;VV>HM;@2@WD8_ *_'+PSE=+!'JF/DR0|UT-IO^";1Z#&;G ML;I?3M1\$XP.O!R
&I25V| ^6L\962,36!GRY 7'A-U#A!GM4/GVY_J(DC@9J MA?AU3CIDSC@3*B'L=YY?EIT?I.TZ,E,_C6>
MO>HP/X\$|O+,%)S&CZEF#T/Q\$ATBNP&C6_1^D#6+!"=,M69L_@&MJ.NK>V&Y\$%_@>\$U_562H;-
HY4FOV !MU|5GF_-B?5 MH_URC%G7891D|SU#(0.!#?M;=C\$\$_#^T6HNSA;6O'\$> 2^R;_JIT7<0=1=CO
M7\$_.<39JPI+\$3""T\$;+B\$T4;:5L;GP!;H@|%T"Y@W(^!04@84-0>X@_IU|OV8
M3<*T+ #O=G9KG"@/ZR%|#+@?Q4TN^4/KKU.*@CY1+X!_3"6Y;'B&G9P81GPN. MZS/J %4443)^T?1
GUUJ;G+6. KIH LA&L0;9.TW51&/X'0'I"LA0_A8TO_OH M|S|TB|(^ _D8;,\$)5/ S0O_,XIW9CA|2)R#Q#;2?-
#;N7F#7 M41=I.U#^ANZAI2+E|R>IV4%FMUV4%Y>;R,KI5_!OF--ZZH9>H+4HM"#HHZ
M_SYB.0EF'5FSBL-X(!19TD2M_162#R;JVO,%UHQ'5E-PRH_=PW*LO-G;OR M<,,O" _K,U7S#H"#D>6>I8-
Y'ER@5FB#Q--HNW+.G|8,0= _/\$@WR= M?+DZ;_SM>C3IN#2;=POTO4HR.RWRO_(9KH?G_ ^HIT'VP;8%
(*4@^V3+(W5 M|=*TOC&|A ?_IS4B"6NT+?EI<, ^I(6*U^/OPTC)DR59'9>OHA(U<+% #H),?@VZYIOF
M_|3)#AT;5YH2"3002.64/AM!"N\N4"N!+J@I%T6P+.).@5D&6QTNVS#YX^
MK|S;W"\$AG&_JF'8A/(32.^A@D^SM\$",V5CD-MT@F9FFOO#E(I+I5%AJE
M(|Y%I1<&)9R,"0!U92#;&M^+|ZF6>EW)PPVBRBU7P|VIP*A^M<-I%N>A+J Q M|7N!_27L<111*7RCTI
M_-E++ #(|X;J9?>N9UF3|145P=(|U)!25\$#YS>?@8!)5+TVT3T3+9'4O1
MX>Y;Z1>+==LB"IBH6NEO*6%*HI6"K<>Y1R;E>UTSS&#BH|H&>|0HOMNW%
M7;\$7U|=UV0%YGM\K?X.N&% '1D)6B)BXQ(+I%0;X;1%IS8O9P>47IQ?7
&_'A3BY8%RX|/6(*52&;\$4XJBHE..@4M\$|3OQSWJ+_M#&NWM*W M"O7LW9P-82?X'M3-C>
<,'X&"73IY1(FXX_ \$%%\ 6/804W.Y.|59;Z7+ VC.I M;B9)LGL'I (V'8VF4K35@DB3<3SVXPO-VLSG@H?
YR6<7F>;SG+-. \SHJ+ MI5RJ_6=A|\$.>35L1_LRH#&<+!5>/F(OR9Y@BPIGI;88S\$^@6
M?"A3RV\B>_<(4!'U^_7<9!4A?+4>FI30MHZ%1N'F.|P= C>5K0"IZDX|'CPQ_M'7
Z>KZ&G(+T"K>"_!5/9A/HK!O/\$I*4?BBTW/ZB4<->|8+\$TLR;@\$;0ELX M@;/+S@A|*H'PC9&-
X3ZLK=3EOB9Z11M!;\$D;K;UUJS2<-DU=0CEW;>LJ*%0I
M;L_QXF=9Q(=UC2"ZH;'&NM6Z!BC,&LU>6JB?=8*0)*6^JIT0=(?2*4(M@?L&)LZ\$#KT#X;UN'\$66K#-
R@0"W#\$H+X"WPO#E,&J3"Z^%J4*8V&_S%X- M6CLETCVEE,LXX;8P\YXEZH\Z#>FE4_ESD)\!Z1W?

#^4)2\$! = PT-AJ(0MK M'E6 Y&P:4-Y/=9Q8>_!8A73?=>FO2*)(81:..QEQQTO0*X/EKY%P9O+I&BJJY
M<[5&\10C(8G3FM=^3H," 6@|Q|53114V M48J\$H)R7K3!X5ZA<@DJZ%%J.#+M%"(4YHR3(->W"
JFX2R1>AFNMRD1+QY0 MQ0)8>"G,PWB.E;^SPT-4/Z>3=*AP,2 +SUE"\$=\$X9_-Q'1.+F0/H)XX2WL\ M?#
@8D82+^FWVA0W\6U3!>Z91"6<:%;2GX2("BDRF5_-);J"DHDPL%+H,BOJ1JR&V!;|E'&T)Q8G
M"WIES*2H%L0\0C=LBO*3*EM(1IE^O%/K5>|0\$Q%V/MD(U?H(0P=RO,+))6X8
M)_%YIF3H+ BZ@(%A)U_ M86?AQD_-D6S&%K%(WF+(-;U!I\$M='0-P#1=@EF\$QBD
MI=Q;:%&6@9#XDE^T^\$ "W+7_-9&(1%:EOK-=FR#244PE6KJIS!W!+L/HE""3F2 M.F&L_-M+T!BFRHCX-
+H:5W5J;RGL2RE3^V|O.)<:D8N MB5K@VWBJM&1Y#XJRHO3539MR1*#2Q@PZHJ+4
1!'J654OR_..H;JN65G%\VM: M,"H1;R|1.;,1^2X;.!@9.#<|53!9_U0M@X3=Z?N9@G\$E_,?#;JN&YU:|!KE|W
MAFXC|69=|4/_\UPV9_-IM37_/ATD-Q(-4+O="&3LWY2W!2A(ES/+LM2N MWVT@U6V6%NX,S|((
2#|MO4W5^(|T:7JW>V7U^DE3DZG\$):*0IWX958TIKI! M;=;%>#|P5\BR+HHR|:6XQ)7CH\$*U&F49|
<>2/P9(-OK-%8;P|D29@-|"XJ*-RXP.D,-^"A*NVA9BK5 MO-T^/DD,+A|>K_Z@*=1(IQ!/HF"-|U-
93!H5\$AKH6F41 D_-*8|FU\$2L\N59KN)JZXWJ|!"PPI-8,22^IB&4OZR1\$+< M'5=3% ^A3=
8\$C>R.E4K,)EPMCJ6BF3.U<|""<M*6+FD;LLN3/A/?Z8J&'\$.4=)Y6<=UUIP:D29^V@|&^;) MQH5?
A(" "0W"*F#)(!0U+AY((.I-PV1H51MP#C6HS?|5J9-U>!2N(OH*M\$- M#|\$J7K)EX.S#<%8VEJ|53@X|
|:K|\$|G|_AOZ&|=|VC8&I"Z9/N"!?" MG&)|OR|@5 "FDZ()<:I\$+2Z1?"O=S>2M10:5Z@*!?"DUV3E0.
(\$I\$B#S3#=#7 M.=8V>..3214G..1|N'<\$4,K M7\$'JP!==7JF5@A.|>A&B.B?3!<@#X-
E3A|<=5|UZY1)"3@*NZ>MF50L/6I#T M:.*_PUQ|8&CT8_8:C.#5",Z,ALDRHFJ;.*3:K|!*#&1|H"PA3K-
TG.5=0 M!%|QX|Z3C7MB-NYGVKALHR_-N|+5ME4'.92D>DS+L5TH8N7|XU+ZMUWL+2FO M3YPD)'LK
MOX5 @=CPE#"8R=Q-/@#P0ET.0L5>;P@6Q5EG%P M3+O2MB0NQ>3X@>;AW,|CS?+|?
PO@6(|8;T=6>2QGX5BY34QE_04JJ.+H@A MC|T?\$.6.(X&W\$O"!
..8>BRGDV|76CGI'JF5TJ:0"I(@ZP>#OX54*9MS5TECYGJ\$A:AJ:M03N>|Z
M""M'V(P7|TQ.Z.|1H"E|S38*GM.@02;Z2Z"S|HU M!&W7-
:".20+P!2|W/SE6Q/'?.G+=1*\$^|#,+L:@G"EODQ)|O2.I5!=6VZ M@U=
|2.TRRK'4.J)|W4^DIRL:EKR3H>7!KHRC'>_74R8^W200D" T?| @C# MV)2<:U(-
XPR:T@P:P:Q3%TW)144NE9LH7M#+L""..3TC<:8>(%(>Q(4V24H7K@ M/\$I-
YMNQ*E9Z+OS|0=K74:_UE37R6QOIKCK!|TW_0RLWT.ILCPFA-V":%X: M
03FR*K)|LE976=6.ZUY6NN#|N,.5+P /E'S39E:7M*WM2U*|Y%5*Q/7#9A M-\$FE>'?1*R=I%#)2,X @?
^S|WF""90_Z#IEA\$C'1JKJXJ?|M=7*NC3'%-XSSNIH!NM0E)WTL M9)E""\$ "MXO|Y?
|+N)\$|#,33|73"N#1&R2L_:9(GLUN;15RN9DIW9)R:8|5 MTPJF_T1!:=8!-FR-MA2X0?W6G;
<9|0N!>O.P=L|T| M35R*,PEC#+H|CU&YT77|HGT1K."|TU-YPKLL#% ^|SX&0|BOXLT1|H|02|DA*
M>EIMO1SHGTH.&.'==MQN/7H-K|5#ZQ| (2&:.)#;H%I=WSV743_|ONU:YWI58' M JU6-\$L|AA
%R2NJ;_.V1:X<'5|0_7NTNLA?AC"3-L^6M7V:|A@HWF/HK- M<*3I 9N_#\$KM_%B4|WC#|!&(VSB@;
|T/7)|GYYPHY&>UZWH/3METQ+A9D(T| M)9LQNL/B\$;4WJ2UA +;?7)^-E G\$AA5W;79
T_M=U_#R5LACWHG)|FB2-K1S M0SN/MUAW^*8|<4PZ'G?NMN#""%P<; LNKK3@8EWN6NUP@ITPC-
)H')LCK.G MDC/&:30/'0*3%N.0=;|NWK|XN3CT3=!QSD4A+S0F"F^>4SS|^BU|%)A
MD(&MQ'06E\$H28D-C,AN|&%QR\$ K"\$*C<YE3+W%JH8IQ5>?#3/33M&M7XT+ MU>>J1X
7BX|V^O&|X-C>|5H..9D)_/7;CR=H@^K"7P+\$=:|44K|730. +WC MDE|=+\$'%*%|.C7;ZC0ZF%5S';
BV"EZ@P3HA,G<=X4&"E/B3:;6 M|2&8_9"#A.;|A_1K/%IM-M/3:"YCZ3+U409ND+R'L M1=;\$"=|3J|HHSYTO
62)X>9 X?=&>2.FVKUC11!^Q54H;D!#|:;<"H6?R#C ME&MW!;4Y(?R><0^Q/XZ-
;XPRU9CBL_W|@|0+YSL=OO+ _=WOO5Z^DS'43P| MZ+R5N14)/+|NB|R(F>Z#T;K'^J.?2;U5POJ_5E@!"D
TS\$S'65E|Z"ZR8A1 M9Z4=K+|?O=RUX/'O?|_S@ZV#T^4.?'YG8!PL9*?;%Y?OMX|Q%.9Z2R>
MR_0^8'|?7Y|V70>_A_L@M1N3X0???"(X-GP?#H1;|F:9^A1; <8XT3*55FCI
M'R|IMCK<|V'|L"V|3G;IQ("=?>RMR/3VAV7|*H|EIT'\$E\$'W 6!?'3"^JJ MW.|Q,LGF|H|AF|V=46_GN+?
S|IM&E'D|4@EUM40N7UZ_&:EOV|W;W-HSJ^H,N^(-=\$K585W +5(- MEM'VTW
VH@B).%PAD<:W2(>H-"" QB?A#F.^ZA'R?/H+H-39K0NTT4136HU+ MNEQ-F|16|<%\$Z0L3/(KZ:I%-
=G;I2"NE5EV\$NXXRQV\$6%0QS;?Q|G8\$ _FF, M8(|;^;.*06"_8_ ^FD9I8?600;R|AT/
DU|V@YHR""3!&8Y^A.@A;C\$H7/P;J\$.F !VQ>FR"+14.T(>(@|CO02|+H(#AM|P;<7VL5N:M1N0-
M5A,V M+M H YT'5>TP\$*L%\$ _HU*V*)HJ);J7U:X4YK,RHMX7KP&YQ|@%
&*L0%"DJ00Q2U%YOW4>|:7/H9|85+M;MZYH7ZN_ M-Q:|T:"766#Q?"2W:0 HR|"PUHV\$7F%_3Q*4@C
/N\$Z CA2\$FA\$ HF \$1\$@'0?|38_-LO;..D0E!AV@78|UETR#^)FRMZQ3GUDAFF^H4YZ
MM#3R""C|VH&5B3(#1-X'5&KB2RW85_0T1AMU|H/F<)|YGI6AM6:S9&N.XP MHT; +
(DL<(CZR|/;|3.U"=32C= Q@AMCKR"|"C:8& \$1'Q^ZI3Y3-30Q;..+M
MT&'0DUT);^%K\$BDJY0&P"E23MEDI7%*B<1KQ_ZK\$(-+|@C.Y8|5!TEK>4(LI
M'0L&;R+4#QDC9_.U(R.'|T.&@X2\$|TIOEM39.Z=;^!8|FM-W:WN@8 ! (7 M#S!'"=C_&V*V+.EA&U<_R/+4
%60"3F \$J6*\$8Y/R5;&<-VSG6+A|TPXY|@ M".M^HL6E4V+R-A-CZ|^> O_.^PZ2G/K,D)5/;&\$55>
AD|&T@2>L_ Y!6 MT|K+%VO'5_16WISV..L8R?F9BU9P28M!Z8< VJT**N@RIP|J"DIP9E7:76
M+1%#2>&;|VLL%O6FXA4**% &Q0*_1B-O(3?!RDX|!0/5)M|D\$&EJPIFOS+V0>|0#8=|_)7|2X-
0E@G5!XX0!&-M56_-L-F7F_3D+XY&&-G6ILMM,@V8HDL?/W4Y=!=>\$7@.119DO3+2L'H8F:|2Z)- M#T;
(E2/X./>|L D@".O#>I^Z%#)|J3S@ (0ZU-"L% |HX-&I4AXIWBQO-S F*_MMG)BUY#*-W&|%J.?
ZMTU;@@@-0"V6RZB=CTH?F7FLG(LZH#Z".O7#0 'A17| MWL29:8|XO0PP)Y&6_-QDG)0C9&08:) P:71?
9"0|22KX0OY8D'?I-%-PNT) MX(FA(@-?;.\$^2OY.\$/V:2PBI'665P;<S/"
(T#76O_ ^6Z=W#9@3|B,@(.>)60@UTLC|@ (N;E-A'S:R1BPH6G MJK)6@FDPXNV8!*-O&""""!(0/
3S&*H;O(\$T_JD ^Y&|.;(5=2L0G+^\$D|>(-
M1"/&*HCD:\$8K36WGD7(H(Y^P1(&H&DLM)M%DR(DA-1F185EL>GHLBBE&BVX
M>65\$PHHM70KZO"+ZGKJ%P)|VE(I2|WPJE|2|C3WAHH4"81%PI=D=GW&-LI(P M3#_VD)\$;
|!/@1YOYU;.)#)P:0"T-RG9R:@8T).L1T:C/)L5/>;34V+>"_ C MIBR3O>JA|D^KRS@YJ9
0ET(&'A2'V|ZG5BF>6<@^;68V6.U2^38PCQ2&8V M%+(Z|TUK1FS?;%
L*Q\$C1=*5\$.&4N<S41XC(YE;VW"R< M6SOZ9)R^_9J R1!;G6I%ALK7|<+YR#BQ

0QOD/R*BJ:PJN"8PF_46-*(=JK M#J0XQTP8Q"4*9APHI; E*4\$\$(O6&%B>|.6&>2:E
GD43X8S=9%H2=IQVD5(MRSP>ZC.RFC|B6UR.)|,M,!9RVQ7@.M*.Y4'?*KYUK:XL>|.T:1/RAY1S|\$
M=,ZPV"QH?;\$B+F17S#7,;)H13FE|60^:Y&FAJQ 954TZ-%#,<=&P.<_!NS|W%P6DSC1BZ
MN|NP|)>|P=S\$G7IQ1?4Q*9,YG&H\$=>!.>:<60K03>5?9 JKOPS5-V|!.C|KK>7"
MH:Z&5):3Q:),&M>J.=OY&9H&T9*;Y")2SSE@."L.G; U|D>N#%0#J8((W4\$|+YE07%-
OLK>S5HBZ0D3|W;W;%A3*ZG40C0749 3E.LN_2X.MLBNL@@(Z;&W>8B5.1"=#1H6D
UUI:H>U>IDKH2\$,,^8(3|!8QC=|LFXUQ1| M,'E(O,,VY692;D?;E-M/2+DYVfy-RLT-
VN5.H28%EZ32FID|YJNELY#S2FF?
ME'>7%=Q=%|N')EUK3SZ^2@K@<*2FUZ"ZPIX1)IAQ1E/M12,6P6XC <1,J#< M*;<|=2GDGP3WEH=&B-
74B^.^7X5V^AD>CQO&.->?@N_!3'K-AB_8 <-=J-P M-PB513/"9B8=A'9;&HB3VSR3-?83-YB
IH_ \$#C#9/25^4| C|N>M&O4S#%/E MT3B'-
BC2A8".VEBQ1\$IUDJ71O"!KWUG1WD8)5ZNC|<|F>JUO<|7)K@:|P3%G M(:)->*[8HTG*U>-
ZBOD09QF0N!BA*\$\$(L+2S@+XE@#|VC>YL/3E/J70.4%- MK5O=X?)JNC*J2-CJNT|Y2@FH-
R>KIWL 4P"AB_N9A2BF\$THHY|B*&@^!@1 M(9FKI-
Q2_1|_ 27NABDD9/6.N6>WQFT851+T|F0Y|18:+K,>/T8|7C-)U,?
MHA2DN.A(L|J4P(&F%FF=L&FSM3|)C|N,N.,GR|B:XB=Q@.,^**4|2Z9^D:|!^>F ML5*X%M/CJE"M>N|
(P|AY!DQ6PO>|!<@Z9:UM25;|!<:0 2|LZ%>307@6UA1"P M|:9-N@?
SL:61MNFT)\$6""M|5KAA%TJ3(<"XXBV6|U"V+4S?%U0^@H(C.WPH:#NGWME:)VB2|H6/?
S0(/&\$9HNY,|Y+M0!4J5%EA8U:CH MCJ\$Q0@#|JND)#.F VO|!|0QT(S:L9\$Q|A7V M"=Q K)4.G\$B>63?
|FG1|H4|2KYP|=8L"K AD^+;|! %BMFOX1@|M"DF(W|>UO
M|&*U5SQ#9\$S.^:BL(:B.NU* >/O+U_ MIFU7>T5NZ6%6@&:/B*,HI8V+|K|
MDVE4FHZ|ITWH|A^O;=9.'6=0?S\$A*M+ |JRN@*>8HQ?V9Z# NA@>\$44>CD(W
MBQ&+L;=S*;Z5|E7&+J!78:@7 UD/B'G9|5|KL/B^4!@94GGD6.8P<@B|<)MP
M_9FF+9F*ES|Z1C7WPHVDHRS+R)P76AP%9P!'G,H1XIQ'X;)TBI:OV""Z|4V MP?
6S\$UQ=,5&L6!&XA9L4*^J'&A1!,EYK|Y1H+(-DUE,K|(UEC&35*65=12I& MKC;=IH0<|B%|2GA*&CM S"
JVOCGR/4H'S94-)8<0X<_T;4CF72\$@!&|3D M*(W0|DC-
@W^05RLZ8B_30J2S97=2VA.LZ&:B8E;ENL=D8|OSCM_H:AAH; MOP6BM?:|HJ@"X-G2'NQLTC!V;4|_;
<*7<|&OK,^I?J@AU!Z9!MAKRW7)
M6"!#V#3;YAG,|@Q!^*^7P=8MK=J=RDM:90.5%ZOFZW4:RQ1%J^OUTRP?JA9A MMG_J?JGN
&#JS+P@|)2U=WN&FWC#P#C/3(&*DH4SB1UWH2B.|XL%-&A@XYLC M9-
PSH@Z/<0P6OU25PFF*YPHX7'B>2J5G"U:1V2UPCC|J3^,|F(6S!%, "FA(: M\$6WNHCFZ'6,JQX\$F9<.)"?
R;:W7#IW>2AD2CN#,H-!E*UL*7HSA5^7:2?|7)E-|&|.PBG6E3&P(7J"S T-
ZTO;CET#XFF83MBB.'&Y8+X#)7K MAL%IHG\$2@, @?I9BN,)*;D<8#:%6O(XX,1PZ+@A>VBK^)^O/=(
UJHKPX?;\$KYM2-HK|<1M%|"E>GT MW/MZ>GT^N+KROGX<7 XNWONZ+U#L(J4|L+QD%" ;>\$7?
4'A='=Z 7B-^G+85 MPX J\$^>1,N2HWR,80C+G/@>>^+1=HSA,I@>'>|LO*|V8O|E?+:FB7O|Y>Q?
MWN#|W9?+_OG)P-OY=-KS3BXN/^_Z(|<|C|8VSXDNIJF'_6RB|75.F_VTY=A
M_C|M_P>O=4X5|>_P1_74)NZN%)HNPZ/7(?/_?/_4?|OX<'IU?7IRY5U= MG'T!6_?*,
|M^M^M|UK903A=H#FWQ=(&-WHYMMNB(^L|H3|L|@VGL|N/ST MY5W?
^WAQ|N|T_(Z+ #ZI3?.'=W;ZZ?1Z|_|?U%?T/*|5;* PK??S|7;2;O=G MOPZPW3_W+Y5!;?E5V^FB ? |W-
17W&|W|_|!#|KNV|!8^CC>|OZ^(&ACZYO M)4=C|H""|FUU= ?4ZE9;W5TBXY^L|710XZ'2G?
^UGO;/_7U|_J^|HXY*OW MQ|7EO|RW\$G|'6QNIJB#OK|)!K;K/O|;JKK55-T/G=;&K(Q|_X,WNT>U
M^Q_ "9VO<"2?|SZ?7 3/O|Q\$9#_PSJ"P;WN*=U6T7^C4;4V")I-@?V|K\$OP MDV K7(W"M?A# >|?
LO7QV|!#;|> "KH^/1Z.C5 M<&KT?_L|_WMB21RV5*O8KYVI?;H:G0;01&CM|^|5Q>81|Q|!|^QORME|<6S
M?;/%2(KH5G;|_+^|_|G:@FM)Z\$9_P7"KT^+Z)_R'|H782SA9ISAH_-%O
MK@T+UNH=&@6/|H0'&A;K|WfV|VC#5BJX92A|F_WL6O_KT,Z|!|VM|HJN=?^ M|=[N?
NMWBVY|^&KEV_X|!#IF&K6:FF;|?_SM|&^5R4|/|@|_|=4|=,7'HB=CP M|V4V;?R;|_;
_DS_12T>/#OP|W7K|V:8KA|;9JSZ9/+Z^NJO.*8- MTG'68R<(5|J9 KC
M\$^93J/6QJUP/FZ":5:W8KA<#%K-P52FZH\$BF2>E5LI_-E2N/5XVN5TAZ>U
M|S#)W/H|T9V:Z|_ ^3X&8| M;_&2=W0|;W?%2.5-^
M&90'7_W+4Y)V?_#M'1R_12;W|_8/7Q_O>W=O*CS'G6@O68S0UXV2O8/E.OU M)^OPDDTF<6F(RZ@?
X\$>7Z#GEZV|>|1X3!<;|/4X<^>^ ^C|15^+|8/?X|_6/ M3VZ_W'WSZE7WO/WZ)JM.|B0.PR1:RVFY2)BAJP(!?
VFEL|X,?01X6 MOG>|_R3|@|>|>^T>KG'5U>Q?DZ|7A|G'#(3\$,BH@DO"C7E_3XVW|Z|Y-LY5|Z MSHG
T=Z>|S4J2N_P_ ^J|S*/HG)3WP5N|T>6?_J|S|V|1WZ99EB.R\$!UY% M^5T|4K=_!^P*K A;2L#
<;3((XH5=+YXEZN6)4A/_X^ZN70X7I<#?_*O|\$|N|? M+?|P:T=
|OGH" &_P_W.9Y72BCG:A(C Q7C;ON'&QEW M^W'IK8<_H+_UZ-7N_J056EQQLZ_0X?I(C%
(MNQ*O|H|N)\$H|>|+Y^|H|?'\$#_||X^G;TVNO_PA_*LM0_5\$ _|=5@#4ED;LVZAKYP)|W9%UQL&C
M7=/4OK^X_.1=O/?Z5U>G'X_#<|5+)^_@S^_?/H,M|>K3LI>16#6R 6\$;_1 M EC%)H*>J/Z<3;8+
|D#U|W_ ^/OOP4%G*>K:QK|_I#_V/YO/2#N#_.7'6F M|Z_5_D.2"V+J
12R_+6&T9)=B|TV2C|R#X+7\$O\$IS2.ROLH2CT|H2M+C# M/X",TCG|?JP?_|3YFZ=);Jv:OB_Y
OY+V(KQ."_*W|B.)A2'V.>%V6F>=N_ MOD|V89N81-5;=P4(|S.38N^@_U(C_Y-
@M4GSPC*38X/FN4XIW/9+A4Z1GQD\$6 M99.%O- +5'FAX1%&*X?M"LNK(>6A\$59F7,QU%4;_S6.%SKS@
R0Z(|;KC M(E+##!)<"* D|H|W3|/H+|&X @|H"!4L;%T9 M#6O6C"QE#>9BY\$Q=E\$=C|=_^.@8738(0B;+
J?%"ET>)53RVOL9W52|_GB7) MRISD'?+QWB.KL|PA6Z40|G|E,WCC|)O73=TT7#?PY< UK'|=>OT;_7CL!
<'0.3L.*0'SVT.;&N&;M93&@>Z|>C4HW)#(>#O/!160(H MB1K#B".6OB<_ =_W*U'^W\$G%HER)TY-
SP2(G\$/F@28%H/ZD0?:GTR0>87_ M67#OXRR-DB">%+"KE+CXQ"J_@PD(E|M=6YR_QNF"U_+)*ZW?
#+Q|ZO)(|U_ M:5S E_-H&3"5DTC>DVM-QHT MPG=)=D:R 75UGM(5:4'SJHRK3/TB15>\$%>_-
9YV|P| "65D.)+6/L!|T/Z M21V" T8VRDF|ST@4:)|^#(H9^JJ.7|"*PH
M|H9|BR|)+CG.4*FJ|Q7MVG+WBJR)+1.(V>.,KBI\$CB29:4FF8YVT"W:|H
MU\$15CDKK%&R|3|UC|= \$5UO!X|_ \$XAQ\$J%;!IE|&_SM1Z1BLM/AICRF6)_AI%

M4SS+H|^FZJT+L&3R|^YFG;S83/6MAI.OX;@BA,-<;>P<\$"/G*XLRB;M^BS8 M_ =VV*C^K'-
W7ELW1<<.5].16:I<:U4OG)Z7M%7^!5S]8(@_H>&SEX9>1AV4U MI\$|HEK5LU69HN/R8&*0-NZ/Q|K.5C:-
T M]9I8Q1NM\%+L9LPK?9IKFM_#WQ97_+B% ^ONU,OIZ)S)_ L%7C.!DY&7+|DGU)XLVF^TP:~7:
|^%|48@*HK;_ "DZSNL??E^S2+B5|ORXI_0 M:|H\$N@ (A6-UN-
W<@3/Z3W6NWGOBPIBA?/(6F7^""7K;-)1KR>(^8. !LB#OL;:D#6ZTLT00_G&|8:Z(=!0R|/!:E4LM@T,E|7
M6% 2\$95@;<(7=;: ^|^=YU:K O%H2K|K|7JV29_JE |W\$;V_ ?W3|^ M_ %X?
DIUV|W=@|VC'W_ ;UIN^!T<_ K9^NV_V7C_ %;?>?@,= !+=GAR|60'3L& MP4A|84V
00T)4V<+ZU+M)DEZO3SX_G ?H> "=^##?K;S|A+S_ %) #T+8 M7H=T_5OG#M?
M7'1A+OZ_ #NEI9|MN M5|WG|1YZ=[N].UR.Q5IF#5YW9I%O\X!ZN_ =|M8L
MJ*U:K>9J8U&|I0<>L)!NN=?!_ OJJNW!M/T_,\$>LP'X|(OFW|>7S-|M&3^"/R* M-
=MG<5%Z@/EB=>^LM7SK|JT\$M^L|LNNQ.MUKL3|. \$D\$%,V:~?L1;BU,UB)LY MYDKA^W(^)505"QAF:-
HA-"#P0!3%1@7!;C#_ Q^"RW^|SN7G9"H#|81_S@H+
M^&H\$WT6Y+GC.O#^X%A%F_.*!5\$9|1W&_F\$VOIF>:1 A_!T015&&YH|^"==6NGB
M4_U^R_YFG3W;G<&|H^:Y MU* B8O|^""&K-X2MZC3MXE\$VF""7.C<9>HU9ZLMYS538KX8ZD%)
M5T|9Q&X& M9> RZ@E5SP@C.AL/GO^/|@-E M|T&_ "S4.77AO!|H|^=7@|GKPSGO|A|=|^GT_/3|^K)_??
K|P.M_ \$ Z(KO|/ M3SYZ5Q_ |9V?PF^N/ V_P_OW@|^!"|HUI|> &_ \$Y>#DXE+|<7IQ#G^JNYQ?O1|< MJB?
@#RX^"12MU= _JC|O|^XO+W<7H%IV99&BP(OA?|I%U&VP#0MS
MH\$|O|6F^N\$RBQ9MX*UE;R7H:R>K,4I#D#_ :?CPO.89|D*6#V:B;+S3TEUDOOTQ\|BC)00WZ/5MD_!-
FMM.T?KE&>7573 M\$'4PR_@0CEF\$V|^# =C< ZJ1^0^4ZMU%T%M^U+^(|8_5KA2/MAZ(&Z@(\$B0<1
MK:"<0>(TR4;?D#0BC:(P^G<-|%Q6WC*:|A07OWV.T@)B7I^3(&5*HC2X =BY
MX|O^2\$(\$#2/T_.\$8TKQ.H_!E=(S:P4#W2|QSUCBM<)O7G_./43&DV0N*.;@1
MF6^2*6MD7(H+|P<^DMPDWRGB+5G72FW%-LGF)MF.:_O3:(|FR1;S^AXMO5 MDU=K--
P<2_MR<#;XO7|^|7WN7U|_L2^IMY7-Z(Z_H^U@^*O^:2O+1BM)F-(X M_ (^_Q?
NOA_MOPN^!>|3LOWQU|^#+8^"|>'KX^_1Z.C5|<'KT_ L_ J|^O68%/ MR>I5;L9|3LRUI57.#|^?
=3I^ZJEHX|^! QS==T?|^> ?.==#RX_76'=O.G% M^;M3*(BX|MY?7&(H^JGZ2P0OWYY=-GN. +!Q*OTQE
Q&8_G7>%B;6>RZB8W MVZ7#+D8|^>5^>)7RR.BG6&_C:1B7= =W^SEK|)+7^"=VX@G0UYTJ#.5|P3;'&I
M)LXP8R/>(93:*| M_.IM+89^@^/J6SRJ|1L_O6#+#XE(O)2|%\$2|3@&)'-.H|3WHG0TFPOS)"16
M|P8N^*RO@OFW80G6^|X&Q3(8>U_2F9^_QGY6V6Q^6J68Y0_>S:98/;"4,3:E#9RQ58=>#>0
Z^Y^6AFG0WR;V)&=P/#OKH;|^!S M F1B_UE=PC\$|JZNJJY^J|L>(9-)Z@>3|^**
B>*1M)\$6YPG^/Z|^_ *6_H^XZR M>48UZU%Y<| 3#Y8(Z76^J+.^@&43T^"M^:1Q?#4R|5KE
9%37X!;4#78|OADN& M:(% "3%/C@<*A53B:YUJ_0+?@#FN:/Q:)>N_G#R\$.W0Y\$EA^|69B6^"7/K:@Y6
MIL#4^R5JGQ\$;L0\$_)<8V50^9A(9Q_XF2?Z22";|OGA,\$&/F^813A+(2\$K6D;X3/)TJA2,9C
M(4(G0);=F11(>|^J^3N^A-J>2^IX^BCC^R3Q@+F^N1<@RL0^"FC(^ M=|
)UO(\$\$)A8.\$W6_OJPA0)M6KD41Q_7^"19>)8T1A0OS^XOA@L\$6;|^/ #UBQAR5^P4_)!
<|TZ@>SN8=ASLS77|^#^ MNRH2Y|0/B:T:%2/>R>|^)Y=BWD|^T>GA49T7W1_JHF#)9?%X:=Y9*GO|A>O1
M|LP>)^3|^|^PW19JX|KHFA%(.ZV^!:)|=GCE|^_Q4G%*T5X|E<|KN>S8%X. M2%#E6.626|R7..UW00M
YZ>*#N M>YR|K^|RIWL>N2^"O)1OYCR%Y4P9I9,W1TJ7V+0W/P:4\$LTLYF\$OY|^@3BK?
M=WP:N%X=^!9N&FQK9\$XCZB6/WU<7C1^E3UO)&*G/9>NM^"1Q:T^"AA^"PN?N
MU^"9GI^WX\$T6CEWP)BH^#O=1Y=>|^|&P|^_?YDH(6:8^!7 P(^)WZKL>U M^".|^|VT0W:H5;|T)VE>E^"D-
M=7|9,\$MH^WF3X8|NW)C;+|95(M^HUZKCPV=>^E*)8^&X^";S2_-\$#^ |2GB/E_#U>-
CT:Q@NH7LI\$|^X_7ZB MX4,"FUIH_)#|74:0J?B^VL%\$>N^"A|/KOX@C\$:>YUSA%|GC.AT@ M)3_+C\$AT85B
(&|@Y%JHI_)%)3C)Q7^"S#O^#|^|^)TTO2^Q^+9+^_EC.5NE\$<9B|L(M+=MQ5=??G".L3Z7;0#|^@9J^"1%=
M9^TGS:9!A^O)&AF=);%;Q*>1KV,EHXV^&=FO)Z^"2;CJWZ?MGW5KTADZUSU2|4 GB:K
KGQ|NE)WHDR)2/SG?7 MW>B|^+^V+=M^Z6*^ ^!|UFN+SQ;M7E>=WM?<5KX|^?>7J_|^>
|MS8_5;_ W6NN^7 M1+X;Z^K.96HI1?AP+JV,8,7YX,N2V(C59>G|D&7W;|WM^UFY|)E7;9Z_?9U
M^|^+9;Y5\$R,81O2FV,HYHBX|HJB0V4G5Y:D=T_Z79;UEWMZVK&^ ^/H3|^3^N M9WONIRPV4G5Y:O?
S6|^?>N6KUK.9-K|7^"LK^"2R-?XH#?YH%/C@|^G@ZY+8B-5 MEZ?V09VN.7E|^# +?SKS^ZG;+(|1N/FW?
6OK+;3YMS|^*R^PV;2.2?8Q!;6|0 M9|^@5A04EX|N4^"/|D0NOS1|^_5;|^&^;L;AS8W&K+;|^|4UEXMA?
3^&M=JP?ONI^#O=N?_6PQR<;VWF;_QD3&MU;UGX/BKEH5OQ^1X<9 M4(&@A@RF<^)X|AJ&^L
F^"5BD+4U MJ^Y=|KHO|^+484*(|BTE;|8L;IYR_-G:P_+9^OT%<5/AP@MWBICY:Q?)E\$A|HS)- M)|65)-
1H0X16W#|^|:96E MHD TLP<\$^Z4.WKP6 M*.#F^KCK!DH+ IG:Y%1|9@M)%GA65BW!;!O VQ^"LG
M%X3I8-4)%;+)^W^|GRO&XOH_?3Y.56BW X4<;J4-5?JL@^ZLXFE05@>W^+|E")
M@W#73Y3M2>E82G+GY_4|9W_O>^ ^ON1|S6|^4+=.|^+ON: ^|SFO|^2BT^"-_#\$U
M+>_79UN2K362L_K>B\$9RD1DU(BN<"S8VR#POV/T.N+X861Z_-%W3JR4
MNIF;YWL^|78|H7^PP=|P)_ KW@_+5@?WC|S/#U|^EG6A^X;R M+2%KV:F6^O6XR0G^7;|O|EL7+W?
VJ98SLKU^"02X^G6N,X+N3^59:AKX|^ZM/ M7K\$PI4M&(|\$V;_-\$-7^ZXTY;|^#I55K057J5L&5-KAL
Q5G'@3_?33 MT?)OI3<9&+^<9@P>9A|^+5L
M;S!QJ^U^"OHB>@G14_7(YE|Y/\$07@EH)RDU3W_.'32W|H")ZBT^E;(5DFB\$3ZP)\$;:
M;8V1;N_!|/M.P2^"S'R-7<"JN)X=(^@U1P9L&=@L0_!XW|8ARZR)+|^5I=; ML(?=|M|^P^Q^:|^+7N
WZO7WT>P&Q;G_ |DZ@#)^A^|N\$PH|^O(3^KCL?^ ^#T^ M.&3O3|N^!K^/NHI^;0S>\$5/&E
5)|1.%OKA_QJR!\$SAP^CDD2_-WA-R9LGO9_MUW/FN?
E;4M;?)K^QE4_ ^YP4@_XHOWEN+)|^*9A1.%L%D\$4P6P6013;|^!9|^> M(XO00\$S?I
\$V20.L:P>|^A.L_VKD4IP5DO0BB)VI/)(9=1.EIG@LN2*^<) M^"(+=UE7OC/GA32Y|9-
^+F%G3=2,=D&DVTPS6E,LL(D^SY&LL(TIS%Y^!G M_.*VZDZ^N-DEVV?(*MQ^|^|^_ |55;O?
|G::M|9MM|FO8&|7^"TE7_P1|O;_.CE; M>#|WB!_XUFD_&_ P|02P,.\$%_@
%8AL6|EVM788;%)U_%;:9#+DVGC).INZG6XW40&>\$Q-5B#_GUIYS3K16\$ MP6.'P2B5Q+;65O?ILV_|^?
NQ/K_OOX^;|^_ |G_?>'K)KQP@FP0.9X0KN^Y.% MGK1|^(|L|O^* L|^%_ =>5.9ZXLX7W_O#;LF1 M?
4ZSA;M#|^|^F;QN.Y;CG|^7HGPN|GXPLB5M\$%S0-4QB.RW^RYX%M^"A>? MV0000NWTKN&|^|^|H|Z>
|AC5_>=Z^X#;_ |ZW^G@G?0.MVIU^VW3E^B16^S& MX39K_VZ;B-

!;Z!*,#J/D/O6A+LCP.Z!X_O.!.8%\$T,]&?@^7(X4Y/G4!,,5=HM^V/IL9]_FTT:A?AVHNUQ=&.,FYZ>Q|
(006+@PH# M<\$VX*1CWF#_D_EBP^ME;S.RD6F^M KJHXQ\$%G+O" N JB@O?F9X?-JNG^JG
M<'UI<\$OCZ8;H0H'5'V\2GLSD_X3?;X\$UJY'LJK#;!C ENC;\$R_,IMD_&) R)N M7QZPR|#ZRCJV&;C<-
@3;O^T>@*QSH4*XPRP9JH1ATD|_M\$)(XAODD@31A& MVK1;JV6;#
8A+MWRUUOS"V+=3T+GOP2_#I<(9LREU_QL;,"%Y#C!SGIDIXH(#,Q_AOAD>ZSL6 M262/W?@FIK<-
>RHF4JQ@PYE,N3UCEIQ(!OP;C:3A97@UJ=P;,_4KB3P.2T MP_!M5*9&
0>.,IUMV.:/LJ_AE,NR@X_JAUF_6#@25-R=Q;/TY?LDMM?6;O?KM"<_P6:++M\$ZA^S_4)O\$!QILSO3/;H
1SG MDNCC0\$4NB07&1X@^0!#UY JL V%X 4#5X%-N2!_8<>\$IH9U>6'M4\$.U "2V/M>6!\$N
!YKN@%PH1_V/-X 9 2G|4FPG\OAXA|4XHH ^(!6%P"G->N'30BF M4TN@X@@ROW< L;R,9U""
=C&B01T 2KJ!_0!A48&4NE003>K'2BUA^TA(M.+ P*^\$OI_F0,CZ^5\$E!_6!I3CNP^Z3I
2;.*8<2K@Z=)T)V'I-/XN04; M2:5@U YA5(R-)N4H1B(+;.#IW.T3L!?!NL.%57%PJQ2D)C502X\RPH^FB6
M1*KI=JL2GI?_#%,.89\$FB3YHJS&!''9"CXB^X#F;IQ&.!%SW"E)8ZYU U?'@B MN
UJ+2"GYX%FCZXB|>H5|6ZF|W\$ZCH&H0#L.S1H26&-GFS>IRX1&X;?WX M;H(O&
!5UBDG>W1(F"9,YF'1*F,SKA25,2IB4M%/*G5>"R;?= M",5|^=2YH3|2L./3!"EQ|OB/P%8D;B|HW&.=,M,^
>48+!+4^9L.)'8:HMT4%EZ M<2)#)18.66=.Y' BOY)*@ CS>SPV\$+&_TF-
3UWF4^#LR+NU2@GE,TLEAL/\$ MM\$#T\$#FI^_ASW'@MAU)Q=ZIWJZ7"G+/I
I==RHH6&%3/("8YM\$:%73"2R M>Tl0+,42.SYP'K4 UX#?@/ X:E%8:04|7MW
3E@1L417;2P/FX8H(WXROMO-D"7.\$ FF:MXXXJ%"; MFAJBQ="O+.) SHW1\$ZK%1\$
MZ!7))YF81JR(DC4DX+6(!N46)*UG1QP 3' E7,>|-0/*LKE*&+!'TJ+&JB8 M&OX.*6#
+0870!A+7!0%=,/Y=^)/ ZEJ*W;/2|:|!?)-V4S'!/-^9TO* M_C|^K1<>V!'A_LS^/; PS0'8;G AG1=|>@8P
=FZ-^';T#6BPQ>_P^89)7 M89;D VE)HFU DV;C\$P='6;) IR=@&=D*E%|SPL55V)38@PY98@B;F#Q|L(R94
M2'3C@VD"^TP9%PL@B@!+ AY!+027AA/ETPP!6P_ID888>;+,Y4#1\$R13Z>6 M-(;IF!;?1ZUD-2&_1*
(E\$+8WQT/X1+B-\$XM_#""=3K1< K5!A\$5U1PM,C M^9P1UXDI(EQ|DC|N;B=5-DJWP>@%2
D0)9Y\$;8^<=*K,6BK7XE9"6YUD)33-- M_G_LAB-/^4@<#ES!OQX22,ZY|<1GWMY:&=?/?-;A7QCFX1|
FF'^62=EAX; MU@>|E1&X@Z;|N)UI:F09HOP3#BZN+|=)%|&>XY|IE>Q#?
+9;HF*2*MLPOV\$1|78;.*9X#E MO/D\$!-4*00H5&"Q^N+@J.1!%1 M@*7CFDHOQ(I2_@J99A"IZ-&
<6P7F|X(U=,PB>4|(-0^D) ML'^80A|_0OC04;76R-.F *V|&>Q|<.DXC|)#(TDOY;Q1(>|H|Q?WQO\$*++6
M4#Q;LX|06P@0W_%&&%LG\$7.OI5>PXB69C5D/>5Q-<5HDH2X=ERYR*A00/LJ
M=R^BG9X*%ZQ@;09+&QX+%-JDRW!O=611|G1\$Y>G%|_DM*+:Y MUT!!LBJ"%-DI BJ>!:99%@!
(J65"RS#DK/L@>3T)\$^NP6)!6WREB-1LH/U8 MRRX"4J^OH9 (0I^>*2Q@KPR:*FL_O* F=I7CL6- I/-
C%AP (-Z@"H Y)A_N>90_1HJGA;V 8;26S/+;_8HY\$M7C(C9@86 MA08-M QP8&CZI7<)XQ(8)*9--
E0NG!O2A\$25X4R.Y#/#/3&5E&&)<5)#/@!6E(#>:/1K5F_K)A<>Z|<^?KRJLV^!?\$6?I
MWUZ!KNB;+E+B&PQ<*IRATSAFS=N"/@;E@5?O=<"CA=CZ?)LY'>#YE"&"K X")|CG
M58Y@BQR;FN%,@!5BHI+*;!H#NJ#;T!"XYQ'<50\$ P0,-2WV37"Z*WP,%F6H M4'3?22":(.*)TR-|&|RH
+NF9 V.%,4(!<-4T\$ _2Y'R1<(AA/&5C2&VN MH6N>G""RH^#?!,(SW 3"5!P 1^(K!;H;Z7>=:
M#^E@^32Z\$Z@YC4"!#;='H8D|7?22.Q+2.=JFD\$X"!T)/8)B.1'4_3E@A3#W|_G!HOA!);%1T)#""&4EHT2)3?
UL M0CO)F%|LHXGXB7).I#(MDM\$6EXG8A*::KX"R-LSQJK.2J|^D#R5;K>CK"N MUC:QKLZWJ;
|481LST1L.5'N@2@VY3-*B0=CQP.D0@U1Z'FKFDKEX|_D9R| MN1#!SZJU9AZ"9Y, HR_!T
W0,FZ'BJJ/*F\$!*M3#Y=|Q;5I42QY|ZAD*7 M3R0_EQ?CB-1MPPEL,F53,=GDFLFKGDF
/EM:P5O15,MF1'3Q3 MBZ+;|C>HSDVU5"1E;84 2.PN/M,+C)-I%HSPEMJB+2XTK%40LIC-G1 MPI
^YPO(=,HZ;|B*KJ8+J4JGI^T ^8\$T^TVW#|/OB+L4Q3#8@W-|W(| SQ? M\$|BH+;
(5Z/U^ECT,X\$P.0SE6|/E=2\$/?LG8 |*DS""VF.BAPITR44*Y0 T# M75-H94^E,%)+
J")Y6@R;45@J1\$834T;WU/%PT;Z*>=<"PC;N#M!@&=;1,| M?>1Y>&W/4WWY+O1?_ZI?
ER|F/_CZ/""M2_1HTCY=S^*JP7;LER<,8%QMI M3VR8S4JEZ;2MH(6!V4!;KZEMHN>QIBTA+5--
FDDE\$@)\$@;0/E N;_H4Y*N M(D0Q*ETLH%;21@4)="V4KR*\$VH-!
|D@>>\$+7T6.#0JZ;)&#;*H8RV3KD^ MXN)U+P|/F;2,P5C*9IQ+VJ9IH+J=G833
3.6B3IRD8H9;F4|J=)3WHAD M)Z7QD)0J+G'7;6A|D;U0QU|WB|BK1G?
X>F"34V#F+Q.HE|0I'8J_)QSL_DS7720 M*N40LG/Y\$9>#)P;PN8\$*6_HJQ63J@+ZA,GX2K?#F-
DPI'7O/AM0X"-1 M>?2<>T>%3.1RC,GDPFH5:P\$824-P%5;JGC64LZ0;V81+<2Q*|P.WDX=>#(0
MMAC*._N%/'?
A"Y38;KLA7KDY*7EK3?.65VKBH|=>I5)E5PJ<-.DR8U0I4#2@L;XIG|R?;KIF|AJ2KLAC|5R|D5/X1S3%,KDN
MNC J/%)M5|!L0/V@GD>SKIUH_KQQ-/D|G; &CI*IRGGV1DFH^R_2HIO\$6' M-.=TVB4NZRF?
1\$0B&W5"%0PJ^&H;)#J!P88)E|8YJ9-JEH!_5<-\$!<8==| MX;(:I&J"W^/%
(FJ"ZFD0GW)@BNN8V/";*CU;|ZX)T4#;A|3#E2;TMG&P5.O M%PTGP1';%9LEQ;)DY2'<^V4M%^|
HF"5R&D;J5C@G@1HK'D;2JFI#;I M.2Q1\$G8DH%DO4'>@YS4S;,>M/
F*9UGL1O=7)ALSRI%HS4U5NL>M4E&|;#8 MZ1|GCRXQ|/^U+FNI=C_<3/;"4_O|/RNRG@#(VP/\$Y4-
1;JA.VPK|@T>-O|_MS#CABLY4B;..V_&J\$(K+R%RAW1M.3IFWA"##6PP90MEL2FI!*&"SPZ+YQ3
MWA+))P;Q/5C-M;_1X@G%=C |L5)=RS-IRD7L#U/%O.AFVM>'OU.Y*;W; M9<(FMU\$"#FN|77*
<>I'S.PJ01W_%0QFOES4^HIF?1?BCWU+UYE8>(O(VX:>< MX1#%6CKY'M|Z1\$|T(B4
7HWHQHZ%I=|%)YT#'|>J*95*#F8PU|_!\$,^;@2Y/&R_/M4L1.@4P&|7_DT@K|A>&' MT.'|S\$E33B)O(9IF;D_-
I|D(VN=,8;*<#BTRH_D4 "Z<+=\$="^\$T#|JX MCQD4JH;O&\$|25G4YF8.PCIW_HMX2(H.8I?
P0L)RW&CD;_Z8J)NK-RC^_N#V M5S>8^L9,Y|+\$X^)(6(!7=2UBW,...)8/G=40^F\$*F 1!D4_4N;N-7;|U1
M;LJ7UI6>K*>I+OADX6"-0TOSESW9-&NM1FLH&L;@^(@?U<|.S@;";XFI|G M=*
|6W<>%QQA1%3|ENV6+|;+Y;XO*+*CTC|25Z+0CKVL-|_OV^W;QJZ",M|^X_5_-|Q1|14#3
M7>Q1E#@6Y|66JH|O=UH.Z..*/|YHM75Y>HGF/3|3RYFY;NK 'Z5MJ91FO
M9;B+EI#9&C+9O94>+3GRBAQ9'T2|C_OXP4EEA>2BVXTW)4O>J84M9|E;|>ZHQ3-8I?;BTW_TAXM
M|=&_-K#|/Z=O|4Z;W=S|VNT_=_*ZK'JW|_M#|Z|79SW|%|OIWG8?_ENM MXY6 M_=63_4_>+AEPP?
J(TO*7M|0P=EQM=YJOBA2T*R>K>A|7NGO_JP*YI^Q=, MME;08E;H=>^27;9|_V3M?
KO">ITO|%|W|Y@.T>Y=?;KD5|P5?%F4 Y%S2#KW MYGJ7%+%GVEJ|*A6X'T>!*|&

[1.M6=C)DH6M9ZL4/M\$FM0NUZMG)W"]HVBVOH M]&76SCTM35TK78S_-FLGIRLJH&_+3\XR?*"#VO)F
M\$;K59)H/O+FX:U,FC0!)UF"PD;]=~7IT^!+=1W\PIN*&UQ_ZQEB8>C8H"_6=W2-[6K4S7DG
M5[B\2>J*5;KKA94L8"[2GJ76N6/YR)N
MPLW6V>N7W=2KQV_0[1.&3I^HV%7Z^K[(RMXBVT13GL]=2W70+.1XN/2M L M%OYE]..L D!O[U@OF
PR "Q5_Q>HH:G3I?Y.;7^7H"@C 1V GREN?-Z MBF:GYN-!%S1-MN\7)8\|R2&@5-Y+XV=CQL_1<.*EZ?-
FIL_Q4:U57\T^;|H M6KK/Q9MT REJH|7ML00#%AV7.QI:C5IT-*JUTQU=XWL;JSFN\Z#PM/ANX)@S
M^#"V\):_P)02P,\$% @ %8AL6=.SQLDD'0_BD! !X !A9&1I=&EQ
M;F%L;&|A:F%M96YD;65N=&YO.BYH=&WM/6ESXL:VW\^OZ.>|EVM78<)FO\$VF M"MO.#(F-7<.)5#
I=J0&.B.DKA9[R*^_YYQN;8 P>.QI.\$HEL:VEU7WZ!%N_ M& ECZ VID>#F^_IYH^A^A*S*.8*OL'UFN(+
[PF2])^TA^VP*|PL|/-1/73J3 MJ2N'(Y_5*K4&^ ^RX7^0C5_ =|Z5OB?3C.NU_4W^|^H8^|ZSOF|T|4SXR:?
ZZ M)\WJD:B?-JH#LX;PFSR4W|:Q|5J05\$YJOZ|N@>OPN/J'<^?6N+7O;&T
M#T<"OWIV7)OXYT_2|=\$GU4KE_ =2S_GBJW (+3FTSVBV<'?@V#L,PH51U;|S M@V>+|%-
XV'.MQSWZJT#_G>.=PP.22FH|ZT&.A<>ZXHG=.V-N_ZOD<=LH(0K
M!^I|3_XCSJH5F+Z\$T<|DSY|S%!7G02B8&1+VB)<9+6&*VM_%4;@2|=F?PK7 M@Y_D2Q:B
\$(=RW6XF>=V\|O.H&J8P')?CY.'VQ0N/K7WOG73|E|!P^L M>UMF-29PRR|OVU>=|I.Z>=
INXYU5MBFGJHMOF.:\$B|QBUPZW60L(PD2B.%A| M5|P9_ \D6+7Q MDC.|+E>/5@='O/&(
LY<80'P'L6Y|TS.#NOE\$WS|4:B^-+BE|;3//:'ZH|V M"4|F|BG"KQ4.@7*).)*K#|E@ALCO &_IF 1|S ?A_MUP
MUQMORV(=SX+GO1+NK;0|J.|4^H|K.D_"14H1^2;4CHRA9YR/NAE7|+F(>P2 MG#J MX X;SGC"
|2FSY%CBWX XL)LN+ 7W/H4.LA7PAT')JL_4&|@O@.#=|CPW@#F!&0LB_@=*_%R|N02TN#X O:7T!
<%JS?MB\$8*#Q|.J.(1|P#+P>@& MC8@#T.'X|H\$\$.)*>@14\$M(82*^|I?
6DV@SU\$B0D'%B)|E|0HD7.*NDZ95?&K MEVK@UL*!PLL&/E4C*QU*2 M%Y?TN//.+?
KH+|&5V1^V)3PO@1FF&.B31*JTE9C GLA+|@_.3A: CP6' _&9 3L|#LP%?
<1274JH37IV\$|OK6.|3#M"SAX>6&/AG MJ7(S<8E|0OI_ GT0GS=J2.630#L%3.9@|E# 9 XFW0(F#-
>GP&2.O*>.% M(V>.,I"3PV@MGPI|OO^"-8HF40"+M|T?'Q9?#0&C_U_UJ-0\BK|2LN5RA8X
M4=,F>VT.\$/DP14_ T21P)XXGR'E_9 |6)"8#X'.1C%2.9%\NTL7F.%J:_*P M\$XP;_PFD*
|4OX%KV83QNLX'%A^P1|&YAL9N??VH|R#_ #KDS MNF30|X5>%?3_1?
|6AAIR9^5_05^0X=AJBW0@6GJQ.|(4| PY;V3H1R)WD4J:
M"!.)/-87L1O28Q/7>93X.S(C|2F">0S1*24&@|2T0*(@A>B(ZG,<=BT_47YW MKWO|N<0><L_W-
ZW2R@085.|@)AFNQH<\$U>.);)P3U#PQ1|QWG<>M9O6@-|L MCL GKV.X3YX&.!-
EL=O*C>WVKNAXRAO|2.W MZW1/KS:GA7&\$).U+9S\$W0" M;E#D_6DD#9B*|R)|.
|H8SL'ES"&ZG6G>.D2A8G-J:H@6 |>RG".C\$%:+6?-O#@)|LH|'?F/L8;\$#7)-DHEYQ(THO4,"7HLH
MOVX!WWIVQ#|!%?"=>|8.Z|9-E<*8T#X0RE&?16\$PU|C|OJ8GQ;#"SZL|OYJ M5_JA|N1/U_?4O06C7|:!
|2|:|D)N*J:PYK_Q;\$F'W|>_1<(#.^+X<|*W^Y| MF!#2<*(G_%@"X#!U
@CS&QYIK*#B"GRR<22|G'##%&S+SZ;6DMH @%)*M)'=A|(INAW_)=I!?:J#|62J|0*@|2LDHDM*>'HDGV?
\$=6**R%:_#5(P+@8B
M57K+MP%H|0@)D&5>A*E/W'5)8Z|HPV/8KCW.ZM4ZB.V&.=I6&1_/_(#>9P|K#HB H4H5
MZ7@F7J>=\$|7|B8(89_4H|5.*167TX?!U_>W942)%4-J&%> B2|6:N!)\$L_1# M0|/-0AIT_T4P2R;.MKA|Y.8)
|XP=^AE64+Q|N!FOI+T# MJH.7"<.;I-|1A#N.=3P7=R 78\$#|0#E>A_*2*HO@AB\$F?NB6>38/-YRU|F|(
ML'T=>-.4,*100=?<1+S@B-1K|5@Z;BF4MJQL_L2ODI|B"|LH5\$0;.%\$4JM M>V.^_JS7&TS)
(Y1P324<<9.0>A+L'Z;00X;0/M0H5VI9VA2@=8?"/:9^F%3| M)XD1FN379BS10>
J|RWQE+RK#7DSY;|UH0&C07S%4&1MGD<|QI=11 M-O?;|H?JYYR|B/S_-+|^U!;4MOKH"!9Y4&*
|H0|Y<|TRP+_*34,J%E&'+6 M?9"|GH2).3R1 M%HG\$J;L22HNJ-0GJ3*|7D=-J1_EB;1D?DCKJ-
RL(R""I@PO9;JMC_!C|W">86(J|KO F% ^=H\$P_T L@^8%OH;.(S|&RL*)\$ \$S;..)@^9|J*A'L?E8Q('S
M%&V'J;|R13|+(/;Q)K9G;.. ^HY\$M7C(C9F)IM(LF1QV0XZJ5W*?;"*|N6|29 /PKT) M14A<%?
(@NP|QT|O)"1LG\$ X>QB31RB#0UK|*GWNLT|H|NRRO3JHW20RN=W;)*JLS%.2U(>Z|A5N5264*GTLK8B;)
M|>#Q <858|L R56;=PI+VMFLA JZ,V4(|N|-6-S">4>I5X\$K|7X(^|M6+I_ M.QA(N)TM+H@!4QQZ/H&*
(*MCT0DF?IDA7R_JN9|8^#(F+;E|J|&@"|H?34L M|GD\$=U4-0?| ^|:23A(|Q(?@T49*B+>
D8\$K\$OY/6N&|44.|HQ40R@H C4<(78D|#RR?IG<"-F@L1%8X;U\$>'J M YLZHB2 D'8)AN8
*V|H9R#_PC740\$A=|G:&%PNL|U Z;.M0NF8K84>|3"M
MSZ;6.+.%|AN/B*;RDD.TP|H&C;ZH7)'9E'^658N92|<900|8%\$<+E)!D?#) M|(R*#)"<8Y?
9;'T**4S|@V197B0>DU5=D8|D\$;%|GWB76UOTZ\$|8E-"|R9'(U\$|1:BV(1/J<(%K'4/D-I-*G MSZ 8H69|)%P
IM<0JE<@# 58\$?HZ7B;Z:E^0>71YZCR M;_4UDYDAH19O"5MA4HW9.J(9EA 9JZJ5TLZ M03+*UR@OA5
<266F1BM9HC6-&B&""2^LP4S->)1_G%6|E6AKJ4_'B>STN63R M@Z4EZ25|E7Q.R
Z>*2U3EK";U*5:AT74ABSHX4A?<|Y1# XXAA&0|\$+79Z,E9#2#@|A.X*)IUN&B;?&
M7?)B&&+1D^9WF8T^GB_Q751>I/PAG./:/1+RX>_W2=-R@QG MBPE3*FU_)BJB%ZAAH&L*K>RI5&#J;
T|Z02G;FV8I";/PL?WOZ|H@ P;- M8XY= 0|XNT% U4I^**A6KCU#01|T0FO+|13)MEZ3_5&U6SN?
OX\$1(|.*M5A5S>3E'(J=->N=O*:QU5|I80IH53JPE25|#\$P#3" \$.W4AM&3R/_L_B
M09M4\$LIX|A\$#>|^HH M%;RC;7=&@-Y\$N-D10HD:%N711H:|'|=-J%02YV'GA" M%Q)&G@UR?^HF
#|@E(L<9WR?<3-*+PXSR&RDYP)6\$.Q3R-N*325;\$ |.WC M668JH7OL)#4S5_L,RO.6GG')^+N=K5IR6.37-
L93ZF|*15"MW?)/-@-C>Q52GH(-A|(^V^FB MKD)9%1G+N#|UYIK3CC3KV?
=JG.VEF6;9;^""GLMSL>G5A/QB|+PR*|1 M*|(DU5KG?7ZG"8=.)'QOJ:
(7Q"1>LE(438KDEZI423(VW|:\$E56JZ=QFBE M&_5\$B2.60D:M6GD1?&H0>E\$EX>%C5VB-
)7L%A#S&X|RG(3GW|+|J)U%P*\$; M8?(^_#H(WP1J6#N\$F9GS%PB=D|_HGA_@3%*2L_ZD_KS|
<+J4.B|'3 ?P")/78UY|?X7<(\$H0<|(|F/8< M(CM AXYG3>.^EN\$!5' H10EKE GC\$0?Q7|4|?I/?
9BX/L9(0@GA+0^W908^ M-%8L6524#CS;1"3BMY3\$CPY0S7*CWF3J=G+LE3P#98H+8BU))|C+;G|LZ9
M8#<4H43^\$|;4"2Z;(3\$82N|:Y%(TFNN5-48=^<\$A ME&"RKO)BH+=!S\$TV2N?)+WLP7?QU?
-40^KY|7GCYA.2|D^U_P|7YIRI#X. M:8YAPF?2B|9" GK/UE1X2F)NX)F.6KA#R:=>Q\$Q_6-HYE(|H\$U-
"! =T^Y MPTXQOV3_C2=)(RXZ>CVC%\$S9Q64_9MQ&)-2T/2AAHD(C;Y#J|088)E|8_.I% MJEH_-7.&Z
N|;@X:.(I/&J W|/%8FJ"ZD|07W)|@BNN8V:G&P5.MY@T|GP1|;.%9LEQ:&SQS-O9_|J8*X*%1.\$VD*88V4H|

M/0f06/-8_K1-Z6U2J9X.G/>63-&%5IY"9'fH6M+^S'CUC!@J(\$-IFRQ M)#:EES:8X-
%YX9RRED@FX=/((&:MV^="X"(<3C*NW="+SE#Y78.8D 1'fPU2= M:/J9,+2 DZ1*;%JURX1-
J.\$'-9VNV0Xj2+G=Q3RCOZ*AS)B+VM||#H^B_!' MOZ7JGj||1.1MPD\Y@P&*M70^:/YUB)H1)?
7HWQHZ\$H6?&A:78f:2f%:&CU/,Y^&P/TPWX,Y I(1 50 M:TV7 ML.C"#:%4M>+\$/X:7RH&-
X6\$7&j&C2Q_82-0 QY>*, \$P:(P^T2Q%C M_S,Y\$?R12RMLI8ABB^, M":WZ(N&H2YVX5-
T)@:F1*~6@_"&!21E40>H\$0C_S DLXB\$LE_" %/D1VY? ML2%U+L.G.VZ\$E',B-5\$87&U0Z+:/I2IN,/ &-
J4YLBL=%*D:Z7-4S6<_ /T>|8 M3'9:/>^%"?G_@#">_H\$Z(L&M^LL:(AVOI^400+."S!>3.:Y0EK_N2;-Z).JG
MC>K K/(&.)O(E)\\V!LWF<:U,:U2.JO|N|'Tf:S@Z+C=?DSD@:/0EWYF<'35F M.I-LR/(fAG5UNNQSYZ';
fO48'5YX^V'A67'4W(.2\$&="+*&>3\$A<5OU!!)H^; M7B1+/DB'262?JV9
5'S)GEQ4SQ=4,KY I^1NA/>8DGA(BN/\$\$V?A+^<@CB<6 MGY)FQ9/+YVG|P?-
S4=L)F%P2U,Nf8ZZ':!X"^A@_/_HYOAE_7M,MWZQ3?G M|S4:Y=.3f-N5A-N fM7W8JHC
MUGA6FWQEU31C1&XY!W)GDB:(M%M Y?Z'UTCGUQ=7XJ9K#O:|11(="+MON7OUQ MW^I>MO51P+?
W=^7LIB4Y7Q'0= <|L"Z.'GNML:SJ3F\\WVDRIT=*_G_EG6Y>7 ME?W?Y6.QO'7EEB|L0?
J66MFL+J1Y1(V6T\$FN|22HP5'7I\$C7IRWNP^WWIWA
MOPN.@|PE%|UNO"E8|DXM:#E+UBKPC.U>I>: K|>O7_IHH:" KCBX:SUTVKNC MGQ?RH)
_f4V9V7#+J_O.VGMBUAfG@7f/+^1K2fGL509Z'YV4ZY_F^%Z(>f7R MZ?
\$P"/:"S_>+@TGP%468)YL'BL_=D+ MUV_A^MVH4+AK=3^VVBUV??
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V0)WS|TV_<fMG_1OK_YXZIU@((OQJZWA7M#W MI"GQQ(2"^Q7<fP?E?C^V8D>|f<-UN_W-
%|CGVZOKSK=C^SR|@:4OK_8=>>F M|f#>:AVOX'0%IRLX7:'GK:/GS:;+fD#UNN:E;L,*"%1:L<
N""?S:YfD:'IS ML8XBGK&E|0QSY4J#X|>K_-B?3&P4;6"V9-E8<_2T6:X>U5f4&ZF73U<_-ZP5 MQ5A|Vf6-
W?SI@ENK6F#)R57W@EVTNK^S5Jf58MWV9_7f3WF6K:ZEYf*V76/ M.5f6)=3,=
f93C32fN=YVN=0RMQ:O"17UQU%9" _ONT'M+%G:|= @99EG56)%-M
ML_%1)\$RM:|0<@3GQ^D9fK=Q|@U\$;)ZfM:FC|@>f/>OGX>%53XfT9V_%<*&?_R MKFBZfWJ:H6UMF4.:
fHG"<:F1\$|U)%OHL.K|f#VO5YD_-KLO67>>A=fF?W<+M_>/KGF^OMNf6GDI MO_?J'7:RT4MJ^4'P(fG^G^f
fQDB8_5@5@-/5'5UCJQP= MU+*3*UQ^_L&*W5O6+6V:+-:KGO!@&J>G/E89^Q:#3PM. #<#_0E=)D(=KH
M^ZB_+fJf24;G\$JS.5E|6A%*H*OP08/PM<*5G2M7NT1FPA8>=K(&"H=J6#;W= M1-
+Y)H=DJ@36%|:V374,K^X6 / MKXZMWPI0'<7GQ1" X:YJA=WQ+&Z;WCP* M9YHJNRJ_ \$V9"U/>fD.&%#-
_f|fF F848SX48WTTf7""D+f#:&6#W\$A'f|V+B M2P5PH4.NCYW0,BB4"%S@L\$ _G JY0f0(:@+0?U&
M\$F9f<74AK M'SW>Tf#f80OA,"P?VR:%P&6f1CR=XJ-FU'\$M?F 5ROJf(+!=fP
MWJ'C^C8>P#N+@2%f@fY88.%WQL+ "ST5;9> fBPP(TBP5fD>?R35F_-f>L&XS|P LU/L7f)H
MDV:_fT:_2U"fEH"+DJ_ f|0KX96-AXCRUPLf|(XB?f_4*fI7Z"B;F;M@ZB233
M+*,NL<*>Z>P=PIHf|W"GLG7^#f)GMG-_ %LB1Zf3VG_T2GQM2R5'PDZ2?QY
MD17R@fM+!NCB2U""A_ MV)E^_JAKDf8/'X5 X;#;&*\$,L+ /PU MWXF7-E?QUWQ;2D"Z(=,;-fZ90">/
N_:_OH" 0#9F@H %@ &)U M:&MF7Yf#fFO92F7& M.WXf|:=Q."^f>QX/8_ f^_:_KZ^S8fZ*)<\$-
F^8*PF9f(-T:fHC\$.VN;&YS?fP_%MYQf7WH0P=|0fSGf_ f5?Wf;W^EA_QMZ-FS M?_S-EG=,VG_ (?
LH;5Mf>SN'HP.MC;UMXfWfWfN_MfNV*T_f_|#_f3 MN%Sf)@AGCOCfAXETU<"G_fQ=f>WN3T-
fU+_.QO_f|&fL_-<"NO0??QMY;@C/ M|^WZDfUF_S-N^#fPNfZ<=^;Wf|fC7EM@fOO>Z(4?AQ\$SY,?
490;3X,Q<fP MG3ORQOOUHP;L*_X-ZK+fUY3F>_&7#?fL_G_";f1&?2&?Vf2f|+A+_2#;@; MK?"ER-
U02#_(SfV>fTSWOUFGOP>T>ZPKQV?Q_?f//AUf#7Vf_90f(-8:6A;fZfZ;E'fS7T;Y_MfW?_f|@H_QfV MH?
2f|_?>VNCMfVX_ ^VWfNfV#K=U*M_TKf8f0+M:fDL\$5.%7X(9Qf,N?OW#UL?
MF_=_JAWAP=&fWJf1@f_|.06>(VUF:_%-KT@E_f4FBH^;TY^LGR5fO&7Nf1+WfM AW)Q4LfCO;W-
f(^M;_9VMV*B?3)+<f|OU'8A1_5f;#?"6TZ'OW0J_ "F-MUOAN MfY6DPX6<3CV7G7-?AG(BV&?NWK*ST.f-
R7Y->C\$%fR^fV?V-1ZF=@DTNYN'-O1Pf/^<)Z_5UM3+^fNH%|_ *MQ_F;f73K<\$HRf M-
Kf|RfJMD,8">JN.5J@>=5*VL#R?A)fS/T8NG#>f>f>\$?Q_f2WfWfXE/f?fZQ
M**4&8AJ*R5#X73*;RfDf|f9;U;84@6_UV+=f5_B_K)fTfFfNC=B0Wf1E1!!4
MH_:#fENf|fLGX>#f|_+ \$W9V?=>ZfOW4G>96<2 M*\$fR5f2\$#9+#+=6G2:G2ZW0_+Q1=##fTfP;Qf|
<*N>0K0% fEHSY#_8#_ /?F=? MKDYf+HX'7fTOV=&Wf|L>\$NZU'P7PIMX\$J'f&_W7\$SRXf|_ "&"
T@+RYCfBWf/_ ^L&8.Xf|^f(F#G7PfV#W8WfJLK6@_=\$fDTf1SSf|HfB|@:>f^fM^LO^9G_Q4f|f^fV M0J-
fMKT>^f^V:>f_B^M^TUAf1KX+=KMK75W=S:U_+LXfKU#fKfH:U67KT0^>SW MVfHCX=)VPQ^f^
2.N&*Zf|/ ^YD*%AD.(9*^VUNf|ML.&_7W THP;S<'1 M_:_fUU,*>+(3%UY_P/Q*Z_7?>U 82ORfM'L
>A8+^0_ _fCFG7X_.RMX>E. M1.A+Bf|)fLOS6f!_)L)G(Wf|P8_Rf56/98%YO_ =VHGyf|?'ZRR/&RV#f|+?
MZ+\$CAP>f'f'f8-"0#3Q+BGf&fI^8A=?OC5BHM)Gf1WYG#Rf7.Y>#H?T.Q46f)fT0f#Y=V*~6CT<
MB_GP@95EY\$ QfHfS\$#X.#Z=.O'60T<fJ"UNC39&%6QV6-2(A_HSF=3CBf5
M.=P/Wf|f#O_SA2:XV.f2E|Hf|_.VNL((+?+fTf%MCM.DVN%"(AQDfP3Vf1
MS@K>::_WO??9'8*WfXMP4)P9F69?3X*_8M6_*79A;+O%9\$^\$X&^98NO.3)U MfOPYfIEK"
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f4D9Jf|>R^_ MN;USN\$:C4T?f23_B?8f|+8(ZO_LPU?H"O)W./_fX.USK)0BN_M@\$WXC_WA2PMN?W&F?
@P7.7f|f#f1N\$;fIGN)WP8fP_>Bf|+R82+\$fQO@P>48A)C_0&*9:/)@69_MBLWHf|(C'UUX=L>="0?2>9?
50'GWV?FfNK7Q^LHVMPYf1;O:8E'f55?E>_ ^N-^"B=LTWMWMQX%+3T^*_f|Qf|
(J>ORY3f'0f7C*0EN:_ (HBU MT2#fO*@:Q34Z<fT.S;T#"=AH/_?F3Df5YMf|\$,Rf4_B"V@fTf|fL\$ \$VfC.BEM
MO_8ZWEf1%12f9?XT&Nf|^== \$ZS9>%NCYUf|G@#fD8G6%/FGELIBU_ fVZ@B.MO MM)f|fLZDf1f|3WF_f-
\$^58PQW9_1Xf3+("27#\$fNZP=822:fV5_M-fT>U(OO0)8UW&_fJ\$2)A"Y+fM2^@fJ-Z3/8RFB_V?O1
MKHfH5%3fX*?X4@2.8Z&'7=HUZ: 4Y3G%_%6:3.N5J+WP_G*fOH"5W\$G>V.U?V-
7Gf|fS\$=JP^J=ZQ^PfQ9DG35^K.f|G*5_O.1 M9+_ _H"3fL>
f@fY3H6+_LL7XUBDO_f|A/7Nf1&K"/8f|'=^f|^K(HY7GV.MCOE5R#W3B%Vf|9fN)_7\$MTY>X:2&
fY\$RMQfJ2YAFV&Z30Wf|+?U.CDW=8.(0JQ_M)Q75&_RANOK*GM'21_.\$PZ_95+4+5\$4EZ098@f8f-
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MfJA@6VGZ6W'K=C7B) <f=B:_f4F;)K_9? *N9:#f|P9AP%2K=6Y9?Bf18Z*Vf|

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1Z5_)GG15%]>8\B/4.^1\JFJBSLN'8:L"M=Z@4@N.35\#1),/R>(8?C
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M%4B*B\BK2T.NL5\5\5\;RZ/[@8WD?;?A@=>VAM6SN\NP>C@^W-C>WAIK5W MP'>W^>[^WJX8]?
OIH83UL.\$02WJVF)PZN3S\|. MK\G15#R3Z\I(V?^SNCI<7C9NS2%7DOW8:GMQN_AW1M M>
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J)5H;.#'UA9EAO!S'U;WZU66Y;COW4CS7WU11MMZ\$TQW\,HMI".K M9;EWQ'+;"UGN(11 0\S
!BND0S\7(SBVQ?VKY\IX.2L\$=SXSKR^:GOXIFY? M?V+E_ E1=2N6>(-NM8K;.(U-M44?3> 35NE^?)*>UG-
=,SMQJ;5,B>G.EG\$2UZC(T>"+163))K+>PA=H#/<9XF@; M
R\TWPX/P2\HSDHF\$+1NV;+B"D9L&*16E\$OAGI\ZN?JSC=BT\$9M5 M5)"::%=1&Q;8C=ON&YLOF)-
=^L(2N*582TF%8' \$3NB,< M51&JUCFOI5I>BZZ?<7FM9'A>R;"
[HI*AP?;QTR7#_."M5CJTTJ\$6Z;#W%%>Z M4?)BE0)<"TOXSXI0" 2,4UL,+3P&T3
0_XZ,=%BA%VHY\Y&GOG3? A M;.&OX4+O31ZD1-"W M?S7;/1;?1A\IP?W?>Z&%,HB-[KENY,OYOFN*;F
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M<IVOU7+C(IEQY1K*FA3OSDHA6!CR"!F,6(SZGCB\;M833AK M)H^V0(&7 PHL;D7;.&=>Q?,FJ_7/#&C>
(%B\$=.G56;+T?SS\O"5G;\A.O8 MSM\$;9_"15XV>65\76;J(7=1\((%/&Y+)'K^X\NM-
MWXMF7%FF>QLXBVQRMFTWLOB06>Q.0X08'P)8;Q'OX>Q:S> 1&5QW\$35\8-S6>*W' M>%W-
1_>&S%>=4R)T?A0\$32TV+35H<^N0U>5\ \$ MY43RV@2"V_XXLZ51A_
V<*)7D0/*#0L+_F,FB>VTN^=2+|E\$N<-!|=,@K'! MJ;^2-9=QWLDE. M@^5,9X8"|\@C\,KZX.+ZY/3P:-
X,+E7JB\!D'CLOO+|>C6 MRO4?3\ATE5R#*KVC4LGH*\$S%-P\$VF"X+R-+2/1>E.*C^;%\$D+X8B63TN)4ME
M_XU\$P;- D57DS=:V?7;:=G*K_J;9MK2\!WEQB5"F;^=7)Q<'9ZQHV__KD
M4U;9M=|OCD^NK@|_/|WXX;&6;1OH?I5 |Y.@5 U2G@I\$W=BH16)#1)"S1JOEL^IV
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<>F'H33YN)#_AP\!SHC#_DW_1+;0!&_ \$O?; 8UV\$O'#X-Q\$?S MQR=;:E.'SSY*E\Z-?
01)QP#TXU!\@W(&Y*2WNK.MW;@?Z;75U^;)??B9'7QX MZ;/_V>;!^ML>K>NOH9W_|F"=|1_ C6(B?
B\O*IU?WA#8(I=^_>O#G*C\ MN#G\JR?I&RJ D#H_2;?
PFU_@_ETO)UXX^131+^E\PAV>GI^F6/1;4E&S;7^F8 MXL\3_XNO(NV_?WB80_8^F-^_>3M;13ZT!?
1=IV\ON#_Y,X\GP79+9H_9>A%
M\^1V#1"1\2GUCWITYYA@L7;..NAM*T4D)S>..R&\OP26\+1;O1_3&SAFWYK_M),_06SO\TY^/(=
1=K;WISP^+@V%P0\N)EBQXMU(I^*!WD->Y.[WM9Z2NS<>8
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MOOK^5/03%EDDRZF\ES"=4^=U+\$;2)0T05-OTH0H#O>_F0U\|>1W/BTZ?T1!
M*\$>S5S8/O\;H7!;HD67 S+86/A"S"E\;C,OY>!8#ZVZ_=%T*7+1J#2O\LT MOD!R30(6!<+&8O9P+
/3_X*A=)VQCG0M\+IVC%-N\SA=P(6B)\Y44\;)?YY"*&;77\;V\QU.IPY(5S0VKG@H.L';R)*;;W04FC;%=%;
MX;"YZT83\MP#9YDL,O28@%-40X\@V5;D\N.R2WBR9\|L81O@6; E&-33\(| MP%'2'2UL@-!"
<|KXK\74\$Q2Y8 |%-OCVY0K_..#3TV1A\KQ?^;C+JGA<L; M4?CA^Y+X8>#V-
&/@P"V(@)#12O@H@)_J&WKC+>+PT'=-! S45*X;#08<2OT_%E, MPJ=|(2@PT3TD0^>;7N2"U(-
YTE6D)9267">'>1;RT8:98B06G6\UO\$;\$T\ MZX-7298/Z\BL?@G*_47V@'OE3# MAUTV)KABD XT-
T01"L;>XZ\$#1>PX\^2HD\NW19;*T\?GPE8"CXR&7BIP6O M?2,8T.ZMP.0+Z
QO*M1XH*\$Y+6#;.^1VYG4IT>GY\2QIOYKNVY+Z\$-.ANO M4\4RR@Q;'-3-(2C\CX1C%H?
HM"7*#6#.1\$/8AN-0OVYWC9Z\7,|(X%|F(H) M&/RN#78%".1#&U\|E.+5J;B?11DBI+V-
C&U9FOG9.#I*#Z6MDYS&FC.TW\N MY\T:"AZ3(4J7(X>#.1V>WW6>:%ETIT^HA\DK0H+KSS-
1_7W=\$U\BD\0O&7\ MLMD,=@%7IVYF89<^_%.RRITF>'M\|@-JF?AW\!)86Z7QZ!-8J84SB;I@E !A M9&
(*@3<719B;US+W#1788>1\|="\$)^1 TG^1*\$3CW-;B':SIR *+7UO(4U7*
M9ZSO+_(G?'<)EK+.".&F0WMP#ULC.NHL\$7"1W^6H>O-83O<^11MP1=6^O"
MH7EWT A;HJX"&\$1@>>.;L6C+8QK.GVZ;O&F3-T*WFR^9/*FO \$PN7>;H;I5S<)-'K_OSH"?
VY>KTY;X\7TDAU\N\KL M=1D'M3\|K8+^A^7Y4\;R;@4V0N-8.OP_0#CCGOA(-IX\$#HB+! |2D@S1BD/@
M#H5NO=\$(#4>P**Y\&UVL_. W7\$SRX_"8*&"A#HY-Q". 1*H<=N4;9\;S"J3PARHVT"G\ MMR
6W"U(U;GHQ;D;1#|E"YA;.)S\$^^(BI"=N#\1%9E(I0?H%I9EQ-YO!+%W MI-KA '8^7?
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M5%3# A 6&X8(*0>&;M+%A#G5&X'QA"0_KX&Z&;SO3OPI>C^ZE\|<754 M53D^H('X'X-
G1F|E^%X+!P;EV6#|I@)NR7_%R)_L'\$C\| 2LT.K-GWK)W\# M3L86IWHW;1*^U-ZZ^G)Y\|+L/K_Z_H
5->Z7_M.T="AI%/#|4|=R0#S0RX')38BFCG N\4^S=COP!^RH?>Z*J1#)+%R&%UJ-P MI/D2LWGW8T%?
VH+|T,^\$/ZD_L,N&4;@Y5OS\$;&)^=X*(?D*I*N0KZ=YY#IFR MZ2MQI;B-
SQ.GSVM/<12@|BJ@|JWE0>4UXL;?R0P/P,K?'^YQ<-4,\$PSD<"C=R(L" M-IBYWC20..O\ D'"9 6AYV'E0PN!-
S>ZG..V1%TS#K_1AX+|Y9C\3#AQ MKSGUJ4W8P6H7?SO_Q;9.I(M-K1#+3\$>1JC*RO"3(H7MVOTQT

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I%);V5^..VH&/1H0.M5E8Y62I*PV%:=3D7M,**>#1V7M MLO;D"TX>G>9:RVL\O\Y*H^>#X_?H\O_?
^WWY6E\|D7@.OOI%#K,BWQ>N%8// MOJL22S\ (2AHPD <3N")%GIATZPA;6%J(X83|H,UTCB0S(-8#
;NK2--<|L4 M(A1-S(S5U-%Y_"GW^8W/IV/6V6L,?+P1V|H&1H>|H&\W=F\PRV%QU20S!_*M
M9>.Z"4PD15|;+7E5D|=._8_!|(1VEV.S|J3/VX@G>TU=F_2=-.08BZ@MSRY;:YUK);BRBENO|[%I
MD|'(D.O&T%M,8XW5<^/G83:9N?/434V+K(_4@UK<@MJ&0Q_&T68IXO?"TVXY".^CE);E8G4-
M3HR)3|/81KUS*%>|.IO|C;LNU7 M&.*MOW3J>6*P|UI0NE8T&?
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^IK'F7O=8)*S0.(BN_\$ M:"2L93HLM59\$9>:XD|H7D.E0F#9 >G!46:|N_-:EFB8<.-.82ZP"2(1&W
MA+I60SW6S8\$/U54.=|H MFH\$ A>Y..2'.W@/.\$G6)|RF^T<6%K<\$AJM|O3-DBV/!QCB5&|'"Z??!
E^#G<:1A)|R|4=U|N/AM M|>PV'.9#_:'5,MN^4<-(A:#WA|K\$K\$5NL@ 4W0Q0E12E@#3LON7('9'SE\$
M:'?<)^P.%HF)R52E\$.N5U*ITN|Z2969J3*W!|JDQ4@2Y<@>XMER,8_J"JL1 M.L87@\$'0DZ:P2<6+L44.
+34'&CK_1*C*US\$UHJ16E&I8HPSB:8TUDH5#&(C,TF3&VZ/S7'(-!|5L:%Q=RWL|@!7CQ*&UUN0TB
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MPE^6|ACFV,=;+NS8N@N/\$|ZGKB7M9G@.2\$W7E#N"HXUBR"XTUBAZ05*QF+'
MX4"+P@*|,R1)%XOSE; V5!K'DL8VHH:&H72UN E#E<0P*ZQLOZH3ATH M|+;2=AO)(BL|#SMU?:KK#-
Z9GAMX. ""//HME%D@|E|'9/M1H|8%EJDT%D&=" MJNX:F%E.!O_IYVB3|9R|0#9^\$AA'8:?
JNQOZ0|)*A>TD|3KNL<.|&HP@:#HD M-CW5AP3^G@|(M|WRQ|4CYRIY|^?>
>?X%8R/8F9FW4CUXN(|315JXF\$(K#I MK R?8_Z)8YQD>^|3?)||1&6U|XFR;#27>5@*E\$VJV|!G|_GM-
H'!&F/N MH\$M?MZFCG#|.33K.'2"=8S|F'^-"QN7V)NF-B7V_"GI+@HF!!KY"M,0-I
M|HKP'CP\$*|'|@2:T=#'J|I=G@)K_%3X=-JAZOIK6S7^4<8_MJ@:SM;ICB|H MB_^U?\$.!'6BA!)|T?
D6N8N9)_0WV2"D\$=|H|K|1C8?B|Z|'O|6)M4K@'_M%\$(=D.#2B0/MK2C?
\$M:C@KF69ZN,Z=1'!\$RG8GLR(+|6|*WX(UT./4FDC:E M6L"%\$?'\$*S6V&GX5N^UR,O5|8D>5HE"B-
%Z|=JX2G|_+AWQ0*YG@/HB6)%I MIP1^FX"-P#_P-&B1C@=F2?8G|4%E/9^A9|!13Y/L|6#F1B85UZ
MG\$ FN4'SB@4S\$)03XXTZJF6HY|PH.)\$N_.1_*VYV'T(T,=?P\$O M'NLV(0(&T%/%N73/L\$.SFQ-
K*#*&KRPS1T)YDVPX?PP9JF?;/GGL_3#@5^M"VQM* #4B>W0NQ3Y%CL;ZD%&C|Z|I,L&
|BMP13Z3C*H|::3T#:'-/MXB_N0_81@3Y#/#0#;(L|_|XID>I1X3I_'SM_906&T1#""*N|3L?>)
|3L&B0!O245E! MJ1=X(F4)LB M@B'@"9HRT^)C?JR|U K0YC/T)\$S4S|GG*)!4!7!9YF9'E3!&6/U|
LYF0@T M"(0S2RG%|W:%OLO1X-U5E@^H|/53J_?Z:|U|,%9 (AU='+*RY4MKPJTLRV) M>)A9=
(%R,V1WG@J|:<9#GEM|A6|8AA)/0.: N-^@T)|F>*8=-^N%(TJ6QEE
MNHG*E#>&EQJSF<_7(+EF))#;D8-V6)N21JOMSKG<>.8*&_<5F:UE5D-DSFK
M;.&G5I_BGQ4SWEMYV@ZY:&&*PD#W%D)&.3F>%Q",&)BVMFO1KU|KX|. MZU&F|,9*E5**G\$H6-B6|
|;?WNNCB0G_W8XS|/5P|ZE=#G8^I&@CLOLUO7N M74PA+_D>AY@D+WN+C4IO|<7SX9^8-
K>|'|YZS7^F^T1C-KV.S=7 "X/I;L| MG3./,YO>:*0P2B9C'I=MS&)%\$V&UDE|O^#3+K?P61H^I"Y+
(X>Z"HJ4H(>X MJPJ|TQ5/J2+O-)P53M^1HINK""!G2Q*=0W'NR%T@C_9*F4U=>C><6(UU?_*
MWQR+5Q42))|92#L9KVf^M?R".ZHRG+C9\$=7%QB"&(FH>"/I.XBGH"Y)M*2H-
M(|0_ZG3TG\$Y6.GN|ZKF\$99_5|=MF6X0%9KOK(|*SYT'6|H|R\$|
M/F:"|JCOJ|'4X7MF(4|L0F*O|T)W(DMOT\$|0099C9NQ#:94J0U// \$Y"9%4
WFIAP(02WOZ|T;-2D|!1B;@\$"#J'W=VCSIZ|_2C<,H#;MAB@L_|1^SR|5:9#';1\$5DJ7Z<.-
#RR4\$^U.37"H7#2EC@*(9,SB|7^C:A L MI@-/7DSQ&^W2XSE>^EAV""Y>'F|N""OAR\$6JN >|;H=9?
8!7V*K*75?^,ZU MN6^#%>YQI/%0D26NNJWM(2M|)MA2M>62|I-C*|_B137X|7H+|D"*@MU)5D
MJC4_-QU60\$*MF99C.M|&0>T7QE"2N?=#)"U5S<*&BFR|=-;6J9 D(2P8Z-G/#
MJ=#7E/714W6I&#F\$JEC,A&%2%6/ZQP8C3|6|B6|_0EKWJ"%C8'+<*80J66\$W M)D=|^1A_7
P5W)6JL|&OZ@6AY?%03C#|91O9/4SJ3|@;!G@:A,3S|";+
M0^7KCHW4S6|Y@J3Z^8VJ0:C8B2/QOX6)5_-.*%4I!4J%\$+>^D8|H-^9@|R/@M):I-ER-
)>7.Z|5Z/*F(ZF82%Q1U)5DBW,+2HVPV=WLHYU7K&|5%'9VM,, MEKV-
WDX+WR|D"^D+|G>R3\$3|N|CV?7S|7:G<./Q@Z53,&B2&N T*=%)Q>(M,=UT-FF99;|D)ND036)4T6W?
AMJRS<|I&%G>0.?<|HN8\$ M84QOE;ZHQH.N#^%*.|/JHER>_E_5J2N1D3NMZ4 'G&'FZU<"3-
'W*2WB+1,\$6|! M?D|W1++%\$(PLXG,R X>.,HL44!*)=|B;>'K1D)O|N|94|KKZ_EUW8FNKQ+|
ME1|""OT7;* @>|L/'WWY|63|' 8ZU/H\$>.HP+..S9BQ0 TS<\$W(W,=@LL#U M<,KQ"F,)0?
WV94.;H/DNV(F;_&+5|SN?":NRN!UWS)MHWOO=1JD6RJ7WJF M&|S|";,)|WJ
C*>)BX<%P6TJ;L;."#U2_ ("ZE\$^ZH&U&"CJ19|XB?&I^C7 M&B%
(C:*5PS8VNT&)G'A',FU1NG%K:BS_"L@HIZB|L6GDRF_DL!2X|\$'GL"!
M)LO7J|SXXVYOYU6E9(HA3U/6N7GEVG*.*L<0NP=)1@=H)Z)Y,1RSAH:2J(C_Y
M+|+96@(|8.&W6\$1N;ZKD^|5PQ2|A:-<.GRT:1:E6G.H":#GMP.+|7GFD)KW(B M2;N%|Y473FG/G;
4GG/0"&C@VZ68TOB\$7X(CAPD|LA\$/RG1=-|1PP#D7"? MSL\$&AB)GU8>N%.Y^/P433-
%:#1MME=,;=HA.O2Q4O&)>(K';B/(B" 5NK".H M#2*U7H0=E*JG(G=O4|)\$13N (4O/5H#!#&LOOX\$"8|P
93C&WJN'6.< @O MH69|H6ZP<9K/#,A(LN|V;D2QM|IVLZ|UO?@'5&ZG|2|E/9EC &XF-O5\$!@K
M#\$P)Q|T|!%|BE*?"G*LFO'R*0+=F+X?#0"OP,>E|ZFXO|+M556A+8Q|H U5 MSF
GWU'E8.Z3670.MQCGNOQJR @-|TZ9+! M=-280\$83H7.C9H#&H@(@.N7)K.AE|N'1Q
M>E4RO#R9|#"BTBM|+A RUP V;9-7@A87'MI7V/(E|T&>Q,^,?8D?C>#EZ ML
BED|GGP7^KT%RZ=%;+ORR9Y40=V5)JE:MP<_Q18P&VQ|>&ZO \$TV4= MB;^HZB&U/AVARZ=9D|V|
%Y>CA'."K-3|LM_J>2Z9I7XM>J|3WD&E-)Y+3/ MO@?N9OU<1NB?>%5#6I4AYFPJ|R4,A"/LWS0?
J|K+%QY\$3#7">"Y.<& M@|L|3RN-7QI3^\$V8U=\$LTV073\$..A%@./25+\$9?N?SWOE2A/FVB(JFIR%YJ
MCH!2|QU5)Q?'_M4L.TY40|FOX;6|N+23EG+R(C'|OE#TX)W1B_-2MI%PZO?*M20!*8XX.M^A|?;<&
S&.!EEQ@Y|>|MIUNGOKVE?S_+?08IX(E|P|@ M|N>(5X;?;N.Z@,*G"%|_|1^S%'Q%-=SH3,+|H-
|,|>L.F:B=O|@;SM=T9'G ML|9.7981U@?G@|KYH%L>&U|>7J|
(8Y(PAQZH9MA#2T^*N#RUH|V5|>WOO'K17VJ|)3F|+0K_M_D\$BZ.M_MWL_IC=|!XU_TF&XX P'D;|6|?>
|TDE70X::YRAR462^1(G-'Y1 MK?AF8*98\$76JPW4_E|&E/0U3|9'6AJF1U"G=-^=;*V|G B1+WA(17"=,V6Z

M08\$GDHJ1|>%-O/6(8|+5"/BDN?6020OW;&HF#J>Q_L#T&!)R8?'#66OQ-N M3B8I(D^GVP,J0TQ+JJ>
{Z_GY_D\$!LG-/PKI0T&H(P5"XG+>PE)A.]++"X MJ4?L)GKMT/1N:<:QZZ&H,|7PES)|
<520!7JQ6/P85|WIHLCU|4|=)*RN&:V M%0M+T(P!')H,%;-
(!,UY2T22|*3.N4M.DFH\$NE8U"TGW04R":FX1C(#8EE
M:*0%:'WXAS9|ZZ>/@>|P..E@!|:WV%.U\$(@EH&Q9*EH5YRM&L;:SL'GY--+I
MM<\$>|Z0,%@%G*E&@YV3;Y<5+<_B|KX;|OH!)WC\$@PA|^P8H*Z082Z|F#C&5
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*'79""V(D,7%ZD%Z+VD<9S07LWX5|I00^CKO.(AT0C_(X|0C6K2)"^5)KD6DLT,%FJ
MGT|+&MJ6NTK&+C2-08!H Y"C\$2&Y\$I@B-=8)U&B(\$84YTA,?L.8&H?@\$<+ #B MJ|++P<_"PH?
B%!;&CEJ02:V&03#T/HA|WR>S&|KFK3-7X+|9.5">U0(0J MY80LX"J1*;
(@5A18)H#J=NB@1:D"V|AAIOGAT+-G*2?%|*U+Y2J|""AA/E? M2BI*S9NS\$SXX2%2#C:;,\$'99!<#|Q-
"%Z<|H-M6"-6"L"&TCRF.(5Z%+C,2 M-DL#I8!?
!NPC.:J|Y\$J_5,UJ\$GIX70!"S!&2MN%:237LD\$H/>8C%;ER^9TN M=>FF%#'|H=(.)6-"C^H\$:%%P2|@GGM-
_V7MX+*"DT@O<"S6"@/KO^4KHV3*P M0'O?P-N!|:AV:AAAP1|1I?0W,N@X%EW:|S6DPCTLK6?HO|UE"
(L654+55Z MULFC #AE\$O=|"U?539(=VMB+6;-3*B:I7;Z|,4,E1:S9(B%*"ZD(HYJK*E(0 MP>94MQ:
@#51%:SGN|/X&:OXI\$3IFK6Y8B5G" T#N4GE8PD:*)O|3KR;UBT MYX&@Y,B%ZF9A3_0>_MC0/\$3!A-
IF#QFU@9UCE-+@%("YD:@DGG7A5%+;5YT1|%O>&PT>FOW!FYAN%
M4<"0G(#VJG:ZYN|P4CF;=Z^=="BX?D|C|(|OT@0(N?=/+.\$8) M\$>.:K)1A|B(=BM:HBV-"BD051
IZDZF3|IH<|3LOAL4^IN5)V|%U>>|J_'F5-MC2;@S%2AJ2%>|* 69"1^TERRFU0VG/#00#W_Y_"YF#Y/&
U*D9S&C(\$\$ZZ_W M=|8W-|J(L TPO|'#&SEAK|GL.9&|=CZ_#=#&O^,#<6"-|28"2 M@|PFVAY-(M))%
:O7+|M49XT"CT#2;|B8!3LC3.0>C^TQ.PG\$A>52&& MC2:YDAA!:CX!(YH&A^1HX>Z\$K@
3A"EEVR1WUH+3<4<7ZWS&"CVG>K3N:9
M:OJU/'6&GDG;AW>B(VH?A9RA|LQH9<8LOC.G=D*#C9=+*)VHSQ:\$.VP5) MW(ZZDF4B=SN|;=:I-
R9RUPC!(B8775/KY@R.LG|C=|N>T+B%|'|:;03|H2 MJEB40C?B3\$57I4GQ1T)@&*
|3WP_':R:"5SR@\$9FO:-;GHZ9WMG/-EZ\$N#.C4
M3TISX<>'4|HJ35|, *POX%|TSC:M+X081>;QV'4EG>7+U=L_<\$R.DNC8^NG
M.35D.UZ0F3.O<%-8@8YU'Y'S|B3AX8^E,\$U*^BZYN\$UJ5*&2E_R<*J.;@4_ MYJGFL3&.#5A+6B\$|2QS-
-9T14>-V"?1!S7JZ5+SB"3V&%T^\$V=(7%@X)SIY_M5|JUBNN_"J=|IR632/5C\$E.V&Z>3>.\$A"3J5H
Q:IE\$(-JO#0HLS#;|SO& MBCUY*D)A3280.J1C02HXS|QP,(\$ 42V24QIQ&&&1A!@5%9@I7,-N39.,M5+
MWM!@KJ/YX_4JCZ*36=CS7&_D^EK>;G;)(MKIK|J.61F|AZOB@R|^C=MB>
|<.:@CQ'(7S>YEQV0"1U0W-^4QHR2S>C2,\$L?LH!(F7@M"5<|-9HC+G5V M5|_QD(Y#K&^1\$X:G2'&|5
X9GX#?36DL7\$#EG?|(!01@A'ZPYL5-I'F=N2; M^%=,
&3"/GF80UO)5JCS8_%_"#+SCL1^_H_KYQXO+HBL'2AT&<|=2-#|0I# M&<=/%83:4|7LJK2)
<|0:_TS)TV(|;+= 2G4SV=;N7.?>I-5|C.C|V*DY@= M4G=7&&TO@72F-&3LS6F_Z'RWX-
(E:QBVAP.AYEJMWBM\$ HAN&:C0NARE.R3! M9&ZKK@.U.5-5?#BPGK*)^QUA58|O5?+Z_
KZQL^WBE_0 M43DYE|4^1 N&;<&P5<"P|V|&#-M2?\$0Q52B^O_%F2/|10ZW; %):(Q|YDXD;
MFU,WE%V=%:|.588G\$WZU:82?VBH OM#F(3O.8Y\$32BS3EI3S"Q=7/J7|K)2L)7CY.?>4BG=UXY!-2@O
MVS8"6#Y)NZ#+8LOKY9Y@-|A=|I9E9+E@/UW9*B+-RF\$AK,L1|CB0\$XGC"%4.*E4>)L)4N
'HW68/#C>O-ATEX|VR+Y|^+|OC59?;FI_-'#Y.; M4_B^O(^J.:9)TQGI0XS"2S<2N6Z;
<805.*&NFVUJ'GO,0*0FHV;0G|NS1SVI94@=|GJG65Z/9J!%M2Y M>)H=/Z7RA2+0:>V(%
|PJM3^LVIQHVVQ|J68YQL*T;.)5|K:M%.3|Q%1Z%O;"^Y8|>"R\$|W2|U|K/O3I*-0= |*MCS2(+^|V73|PI
M"GF:QNM:V%FZ)E_@LO!VNN^C:5XR|S2.LGO>|FD3.R6|_FS4D_*S237"D M
#DXHJ'54RYQP"=B_O^B0H5_??PYSWU;L8^,|2M18' 8FH|+ "XX?;41Q*M5!0588D*QT@---Q(I#I-
8H0\$S'D;A)%CJ+7ZUA?AQIM#;7:C0ZX,HS=;*&J4>H/\$6J0,|!\$WCI>>" M_P^VYJ^_/A2C?
GG/\$I\$B%*9@YH|L:R-VS5?Z0GC&1"N5<.+J&P)S9L;C MQJ^T_L&&56\$|C#5^H_J1?|."CDO04!
(F;|&XV"7J=, DU'U1(M;L)1#20 M;,>3SB;CW_%LU849A|TU%0%'+SA>8&#TED/8%\$8;4#W)C4?04-
;1AYC00" M1OYE,%:2H^1*|CF1O_(*D#.R&H9-LN,074X=;JO|%%R,'2Q"L,7>-|LZ, M654_-(C.#5"|L-
80,^%Q7L68& MRYMJU<_@1T;VP|6I6H-OC@>INTO.>@D5OXE'2#W2V2++NM09S^|KC=95|Q
M"TT*@\$:_G&_OF46W.|AEHL)\$E+>EU/:89;YDI05MMZ#M)5BC+3=?S.@|9;D
M6Y*O1/*;X:D*|8IU&X)+ "BL!(W(?HLX;+O0U/GIZL2;^_Y0%._K3%\$\$PV MFGE3<6)1HSO_%:|F?
O+_.DVH%*OLQVXW8DWIMR(0RZS<=>8HAU*";>_H-B^?& MJ"BC+3 A>N?|P&MT@|W>+V^
L1H=J:MZ2:6-Z M#":QID"1Q E>5#S(>#|99#SE,|*I=,Q4U>9K+TB7MC|)(M):&|U+
M%X3MF#NC>530BM6L_1;/B@<)&R*L%BOH'|@D|51&&0|F<@).11U:R7E5&+?X M)BR2FN997(F
>A."EU(C@C.9;<%-NSK='E%-!>XO".I<1K6>R%OW+LJ0XK% M7#X8P1HLGZ>O1H#_FIH5L)019=BXFK
7=T9|4P:8 A%3QS/XJU6->|I%9V MA9VX?R.-(S;_6LLNO6R=W=1"XP70_>/&L/GL&HJ52\$'X?
1R3Y4M*|9J6D|0# M\$IA%4.);7H^#^R8N5Y|N^'P.M>;==S8&-KXC#+K MY@7)V|X?>Q/XZ/O?
&I@)BQ.1-.)D|ZC,*QYZ-H8SFD40V4 M%(^)'&@\$_.^64M!8NF*<:6(08(I'-C'M6#TT22FLM0ORY1,TU|C;
|OY|;\$->: M^X(G5:1F|G=2;PW_A+AM_"6!-(P#;IXG@^41XA;28!Q+UEJ;ZF&||L3XL^
MJIR)H24OH71WFI_5M2G=6'35K6VI;3VH(6^"LW|B@8HJDN"\$L\$ Q&0(I^VI
M4C,C3|\$|P1L|EV#::|M%PW@.@.M=;FGI&X/O="57@>|^H&".%5|^G|77=@D//SJ6C#VESOYY?/TOKGE8|
G%AU4|@>T_X|>6|H*0^6"Q*T(|0@N|ORI M.GKXNC0H,
<;Z)EMO3>Y)TD7GU+T#W48T^1GDREG^(4"=RE7#_B? T0|!"#W.7
MT26ZPI2|+GA8EH@I/7ZZK=|8A9=.,;3J10@C|+"|NVR4*/2P_&J+N&S
MAIDTPR|):"WLU07N742*G_QV-&"=DY|C#L?#?H-/CAS=KT0M>RT>% JD"(+
M&\$OPN&-/4U\$6VT":Z./\$=8^1DX@|O1^4F1"D;(NZQA%.#U"QOT6@5 T-2># MRO^_
1|TPN.A|2HPD061|5S)^.N\$I>^_!|A-78|3Y&<=)S1-M.=^&4#76.CCB|JA!(K111"IRAX5"-
&4="^J7=)5>)1JM4*3XUTT="T|\$Y"\$6D).S28G1:C.ZS872W M6HSN.Y*
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0T6!WK;MH.R3^%UUB@3EPJ39CX=@L;B@B;J\$ZHPX+(2B73&.B?KJ M^L1N.\$QI_
M!%KJB'P9V%+OI9F@8U;U#>N)/#^((1UE=T_/^N;YKS6;3^ MR<\$AQK_/U!SPM>7618\$18=L"F65PE-
D)^\$-)QH"\$S\$CJE?P6!@L%;+=!A26!%"J".=&.)AIZ8C&KP;IM\$;HH-;U;E;ZF6810)(V5% &CA:6ZC
FW!OMU%7 P^9:F M.P_%PVN@f51YM7WT_"0.KHIF">"M&%% J G*VU(SZ^ZPOLEEMA-CGL4^48/
MA1KF#2I&SC4P+UV\$A7EU/!"P+I09PSWG1!"2@F0HYX;M\$JK/D=QQ."#SC MD4IH@S(T-
30XB5^=MZ!;61D)XL-"274LL:XJWG1GA;GH(EC"+7#I253WNJ ME'/(1;XEY@8M8W^PO#L0/X=U#D&%
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+R>;JQ>7#)4P<.4VT>"0;NW2IF=>NP@_0:3-#;B<2F10:D/PW5'\$4AM!@+Y#15UKF
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WT'GKQ'HIB/429_!3!L>3<>X>\$LO97JDI M*O MSK?+VUU>WYR=Z7;IG.&+&<-JWZ06BV#W#6 T&-
HX^'ZY5HIE2XR0*C:2 M-4I;ZI&D6BED>&&YHDO!%+D&?#.6*U\$U!V+.JE/&W&WW/27G<IY:"3IA6
M.A2!/% @1Z7ET9^LV+6J+1&N2!@50<>ZZ82ZAH.#)Y:8JK;20GL5 TC'P*MJ)I#?
!&AXM3^!9CGG\$5XDA/D\$R!X*GI"HW1XP1 ?@B#V'CI?%0()5PIKE M9XXB;H1 TD86@I VW&I
X4U4)*IWR&I3JFT4KLT M!149>)*D>7;C)9&H-C<0Z!A;? M'^SIR'>3<.,HTC.=">HPF@M18M02,YHZ-
'M.H5EIE6?1D)DTX(8J49;H2J1 M\$>^!HQ036ZG*.,<=FCK;%.1E:A-
10#1H3Y^U&=V!Y(KCVIOHQ0UCGN6%&XDM M;D%XRI8?;N:>4MRM =>F03-H%JG;>?@E!J(I&9,R&Z)
9EZD:PM%+>1@K08 M179=F)WD25L@*G/4V9I;X!L053)C)?O1'5:2VU(+)3Q63H_!:-VR/
M1^\$&UGWV00%FM)N?SM#-=^!^8F7#*YH7;.% 0IG=2J&%=0^+(=24:1^R;_S1U#^7G\$TVG MNB24*\$?
D.M.H8HG8%)6M@R7'Z3E=REQ&5.D6NAA -N * DP0HC A.*J!"^Z&
MW@S!170XV&^%B49W%PIY1"KMA3*5\$-+=61T(1/@"Y9 J=%3.K^9 MWHCG9XV&Y;!KDZ+*7ZQ?
9F(@_7/DW#*+^H\$P>J;PE2S*-6G>1)7:'S^?08I M^W)U>G)Q//AZ>IEKWJ;5J-%.'(X581=I!L'NP=X>
M76I@)0N2<'YU)2;>0QX2<.,=@A4#*Z^GYLYJ=J 7R YW.MAG70KE)L.0'!\$
M=*EJQX:@DFHC _#^XSZYD<%N!0!>-P1E:RAD2B5>8HIFPSY=A6!' MP>%>:H>&=92^<+"8'Y'I
19\$^O(6_!#^B.M> M%&+37NGA?I'.'.Q!E\$&(82_VD;7X1510/@B _=YF M!]=?^KL;G_+^_HHC;\$%I:GX,@?
R<3 J!U0M)LC;) ^N 7I9Y;&BTV> MD>JO\$;NM2LUH;B@9.MBY'PNZ%#I%>DTJ3)6^OS-UTJ#
I@IWQ;.% MS^UF\!S)D>I!;_1L;^4"A4DXV7W(%)).SR/D2E!DH+NVUAM;N!U9"=CM M\$!GA 40N;I-7UI
<.;?I8U67BV7)\$K5Z";#IUA J"=&DZ"J>_7.^QR.H@)&L MV.=*U6I7M_-+7KYJ#+D)FG1S133I5T\$%?LIM-
GT;12DAZ SM5>5%-QG&PIP MJ"<4;.%3C+"Q/S>./SC>1-10C^#=\$R5IZ0B(*HUGU0H6M=1 MI3*)?
7GC>G!I#S6PQG.?G0F::TJNK0@79.S),WY?+_WCT#Z;)<4M-9ZCH-N! MPIV+A#;._)1@W;F?
4R/N=3VEJLMBH4Z#6S5ORLU0R0MP! 7"M-U183 MB<'A>R"Z@!K6Z59N&
'6;V32+23)%8!9MB+Q3>]*+\$ (#C": ZXR*?-WQ431 M#>W'W'T\$#;Y67U65^F@<#%I-Y>R=U:\$LG6,VV"
<*=X+4C&T>O51=?&:4H)* MM^C3X:SH4WI7\$!A&NE6B6%\$O5@'IOI**D%7CL!+(L%T!>>HS(?
U%0*ZYHX MNI+\$3OCGHOZ1B:G6;-V>J.P)6ST-%_@&JVT#!X(-V1LH!KG8R,7G" EYKH(
MQ>B4;I*M!NHJ=IR6\$X,M#2X3*-4)8EN)*\$!ZZE
M(X\$UR&"RJ9)'NC1H#S&UHKD.8Y2'M/3LAA%=2=UIS:N!F&E+^;-&2!V',
M<8*#^OJ:ZHH!QW:Z13V,FF,0K!SKW G!U&A##;Y/6Y/8("U X)?ZQL%RSAAGNY MB8LIH1ZFVILD-
T:"KT>W(\$F8)KZ;A_!(GLS=-6,C\$(&2 M-D4NB87\$%>BFWP3GI*!D)JPVIO#9!XN%2JW.ZI+JQ*5_1?
7;1;>GSA80M\$9 M22*\$8ETHIEB>6HJ2MX9TEE:Z!H1CZJ%?VA&.MJZ
MTR)U!QX&XM^1,"C,W#I5.S.IVE\$=7)69!ZM! ^QWH;O/#;BTM%M46SAJ)9B%#&+ P"i+H9Z MFEW?
YG>AY MYE!4X6SN4G6OXJ<^/DRXF*.E M?E\$T-QL3HXZ;@ "R5R,0!1:YP"72\$;JH"HYCY6WA+IRYUN+
%)_4T/M;-O M0_%;/? %5YRQ(A*_F!;396HM]+MD*>E&2!CJ7K!\$AP:4G!N!;&@4BZM%L*L
M@4M7)9Q_%\$TB!10#-IWOBT^O"U@5?0#2@6-3>S7)GQ?Q-GE(8F S106F--M0!R?71VBC_68K<:5
&MDAS9@D=TM3F-1A>1*3H\$#\$X@#.#8J&;OP-C!%XB/E.&(+0WQ)&.)N"TL5V#IANJO54G
78^E;VOY>T52 M^WI,%WND81_8!\$?3Q%R0Y_!+6/%T<I>=)CTXM" ^D!56.MM(>6%.4>T5VQ
M/DK.0.#;QT I9_#&@@"8.'F.1J>EA CNZT'V&8';@XO24)G,A(K%:
MSYN\$4Q:S.WG!8)QIW'G6O/=F)3HJKY?Z?AUOG;X34!^GIX=7URQ;Y!8?Z
M&0Q.SIYA4L!+O7,UW@&GO/2MXU!H?F6AMD2F8K.A?I*!918! -?V!YL&;G
MZI>;CX\$1&Y!;@_D_XH5NEC+G2>CIS"#2.+I%)+ C"5N8 M;.&!(ITGOZLF\$A3<-
SG";?_C_S#M_&%R;.;6(^TV;I-S=;_-76^FT0?SE* M)KN+S!P"HXZ>J-
<+2";>JSJC*G@U!_-2B%_%+!B54^("L1%!(9Z@P^W(-PCL,7HKTNY;YE+#^ZE'@!0E
MC;ZU\$X&%L1(OX\$K\$X>IRHV.RD@Q_%IO!4@U'_"Q.WT,5-%E*S#;-6;I-V=
MU;.;2R^7<IRP?Y=H6*>URIHBI8:0Y;+K!M M!84!G(2.2%WA1<1-
LRT;"BQA&*S7F.#M0;H*7EATYSE37=UWJG4#=@(5(@+1+G!!@U0K!;G9X#F=&* _>F!&Q_R1
M=71S!%K<1L<79S4(A*LDMP=*N;+IAZB/N!IW)NX;Q@BZN'J2!+/40M1;R-
MN/Y#"STM;L8R%.&!\$;D<5=XOF6?@*??YC<^G8!;97H;L!%[%&T1CB*%;ZZ9 MT58%"Y7AB,S@Z=
<-7=>Q5^5>5;GB*/*>'H_P!\$@E0!^!=#UJ@!_*HBKVJB! M%E5*A5E;L;A5+/!
OY)84K>0!+ND'C!14T\$!="Z/#Y/(J^8QXRUB2T<>AAP; M61"F\$+%
(0=S8@G7@IWC MO<<18!3!1 (7U_5#RB76?T;6WQ.=16.&;JO@FY=-.%!KQ' M82? 0.VM25!^+^ZF>I-*?
0#W!W!0=LZ("2&L#G79QSP-U9EUQ&IT8/C\$U! MZ240\$NFA;)&+?W59W+I19>#-^LNXIB-
VU\$/(>66NBH7S G&N)@@= T61S/M;.)!^CK28)QVU"3>87%.#%@(@0Q#"-Z(KU3!;@:=*EM/YJ8C^C;
9\$LZ^"Z M;VSCG&.B&KLXKVEPNQ!E;HS(R@OO4!\$T0.A \$37URD@?7Z>.VJ^KS^91J
M5Z^=0K.NI.A.WI#L;(U71L!HS:(N S*DIB/CJDV*0NX*IW<\$RESZOM+V+K ME
XNQ@8=>9.)I#9 M80/#P@+WIR\$94-;.\$@=83*EJL)AOF(XO*X\$W2'6!2;R M?YHF!UA6%>Q2-RW)\$GF/Z-
S!VR5-8NR4ZY.QS4!\$S!';.1/J M)=L!%6!DAZ!(9!0PQ78!T5S!W!TZCEV6'CMWD_83EC>-?8P2 MIZ?
R7*=_%L!8IVX 5!;^&P>6V8!L>=HN"!3LPF8=N! \562F-5??A4+6
M;Y&W"V!#T6CG)P!A<5Q&Z!@JAA.X8KHB#R*/@CSYIZU/9C111&H82LA.H" MJ?GZ;/
%2@3SHVGV^WS;\$J@GH?82YLA+'&.V3MJNJ.F10?F'3:0;A4FJWQ>!'M@8?Z2#WR-F2S#'#0HOP&)W
M.% ^+6UW-0<)3#'^ (O0Q4_SM!C!YPF/T51=:G%++0!Z!&X&ZHYSRH5\=!)80!

MERYX\$|@HA"&^FZ:9F&)1;-=#?P7JJK(*M+*2'_.L12.)Y_KPZ>9[ZLU05=-,
MX(2P);EKQ3N>,"/U;U9TDM_3I0=/YA7V9AIS&H=H-DBWOS8G62NBI:O53
M_33U!Y5UU%T;D_23.3PYW53Q>U;5>6\$_.L'##FE.2U324'.B-0@|2R97?)ZI
M#JW)R96JJ,HZ"=|EIXG2%#VD?-(;IEC-/''#V6YA8"Q.KI2:VW|+\$C'1_M90%=-;NC%(J^Z>5>(%JNFG
XT532EHJA9!EJA1@>LC#|J:#JGB?F3-MR@|PJ1.43(KHL6C-K1KL|57))6'M/5B<<3RC7O>K%J9SA:3PPZ)
A>L5HE"P M94E!NQ+=KM7L.S4<^-*BS:3Q&W8T+@Y5^P2|=-
MOIO\$.!%8OARJ@>YZ3@A89*SS0FI!=-_HH0|CS3KUXC6N,=WA/4;ED>^O_M2K_F4P<=;4(.8G=
N&#"T4WGCFGH\$2R1P%N@P1L|EB5Z.B%5|_H)PC=5/5|_M(OXYI9G&3:H6=JOL%*EIS|(BU<39KV9&
;|H91H5/V405AQ:4N*N5L0?/B?_M;=|HN_KNZJK4Y2?SQ0H=U|9C-8^^(|+\$4'8')%UP:6/<@C2:)QU4).L|
|H2L/I&N|J"Q"S#T(\$C;VPW,CNC<;LEO+;=<;1ZC""L*B|MYE\ DR\$(RP5*DK!%W4S7%^,/2?"4LE?
0M#PGG%>O"RV=RW_M#5=JI&->I+S,I>|VGR_PLS&ZPO>A|(+P4%FFOBKDH\$H'D@I2;QV3+8I1R1
MM@#X%@#_-;#X@Y4_P#|RMU(|0;_H%H=-.)2V-X6COC.D:\$6BIB'(F9WZ%\$P_MQ,VFP!";
<|HO"4%|4AU/HXS0%0(B9DFK|2\$6@Q_7|H(A)\$M@_(K|CQ8C)H|
M6*CVG&".RM" _51E=|C#TKY'1GV:A_Y*FKO,C|?&SZ4&5SX10Y?NCO@D_%RR MI'(.769_EL71-
;QM;/GPUV8Q?A+AYT""^VP0#0/Q|Z@Z:.X@N|TVC<=AWD.'/#.#635)F.M-2A_##Z;@F?8/<'N=U0FW/
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MO1RP1RIB'((;Y@MNSQ*49&9FJTJU#L7(T71^(B3J&0^IN;N)(EPP_MQJK &1%W2F1JJO|6Z+*1A-_|
|3O|G36P|V=|V8T>7^C7)_M_9T4L?/#BUV-?M|@CIOW'HHN<>
;:&=#S0^LV5?>RR*|4QAU'H3>|3J_|@WG5||70A&E^G|0*3_MYZ.47|
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Z+!|I(O)3KT^,VX*DBK_OG!P4J|=E|D_MWP17*>R.41;BG(2S?V|86: #3.K0G!|.6L01&5<|Q1|S@|?<
Z)3'Z^'P<258P_MCOA&4|?R@C#H@@|^%6Y@S';XU0V>:02FM)^+\$RC5%-AP@;4X94LE47?
M:TX6_23|7GJ2W1&|_8)_02-<|J13(2O*_.A-2"G0Q@H_M/9XYP-H'FAR:AA"N=2F!F;>
|6FAQ"RU^+FCQYL9|@1:7;HV2)-|KFZB|X/>>
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M\$JQ:5@)RY&+APIT%|_MZ0CL^'|>LR,\$L_Y2H+MM@6';%5|X\$CUHY_D')?DJ#_M(8.#V
#)|H|A|41CX@72X8=@<(|X^ZY*RTG54T68GBIUL,-")R=V.;|W|WA.
MU%+3VO=K:T\$IV""S*+|L\$=)|N(2L&T?""-B9T0O@95Z<=N,TJY*
MJ;>C.7U\$|31N;|MI>J:53Y=*;H@84I5)|@I%2_MH#PD8HUF2K(
##XF""D6RY9B8'##32B;FDYBPI&|KETM4|E)=_8KP4A7_M,>>W-G|C2K9^@/8"X4|. (T_(EM:L0V9-
OOP:#";@KZK%_6S78F&LKG.CG0M_M)|D\$@U|_\$LQ;E%,^BW_U%>Q
(L/4L2,I^;XBQ\$P)L"TT6&HXTV2K6|:|@JUC@_M,78|W6X
>S'JT:>7U|0.0"/|#|CT3*8|_92#2#;P<\$E@8=;>A(CGW7>7W^E7_M964!_GU?=/0U^^(|_
|)C*^H:WKL|VX@:VSB3?,_NZEE@U&E3TZ->P-#\$,|=@H_MLTW()>O%%_D@U"ID)M4&2DXFP)=>5-
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M&F.5I8^LO@|@82&"4>=(62R95M?Y\$|0FY?P>_T>&;)|WYQ|\$Y1KK*+;FHA"JR-R4&_BMV1
M%N2\$K,\$GHDK?K(.PLFQ>3X_(7KW_::VW;_4#EMN\$(OF1#NKT1""^(G<|%"N_M>*G9*^MC|MCJ
NE='UZD/P?A:S_(D?@KEZ#3Q^@TCA&D>_K'/|<+RST87'_MK|WIB4:HAH7|6j>N0"2
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9_NI@3^I?|?|GL|WQ27R5_R|5FSLZX5*YGW|AWP+X<+=03U6)_?
=W|D)GEDE*|>WHPIA:S*_5,L*JNR'A416&D)@E>+?:T4_MP<5=<7+K6UNF>61>JO?
W>KN5TD>;M9#08AHZG\$X=76%|A?QCG0N@/T<>R93|E
MS%=-IYVIBO@5;5_-;(Y_5)JT>X"W|_AAK0HBP|O!|_M'KHU1X\$#^'|_.OL|6|_ML18'T-UH@E\$08/G5S%7-
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V%)2PLL08B2J>(<DG4JADMB5BL4BH0A|OL1.163NC2;)>D+_M=)S*N/^/4K)Y=|!\$3^R\$4<9VU;|AUL-
VJP)*3"NR(N^S#LZKA>E*_|T|6J#5_M4BR4+H'M:HO\$2NVD^DTG()P-E-7J|DVPEWY0C3S<+W/7^_
;NPA, ""0^N*A_MS#@9<9)\$=-Z9P|7E4^/Z';3:GE>RF5=#6((S2->ZL1#L_6QXB=-|3=D|;O_MG|0>|W-
0I>Q"C_OO:C1NG10V|5@|RLQBEQ2%=-|P7T,VKQ?_7L:P.55'33T_M',@4UMR9#
|4.11P#2X<'R,4ONZEQ4(HUI^HL'1AO9-&=NB9_9S1|2/T_PG@%_MA2^M#8EX'#+%(
RBR)FE@GD+@G21JK&^PZO^-JL-A%(G@IS:8>;FYI82^1D_M;"+3Y5_)N2_.2>32V9EJ)#:(*\$I#W(="=>(?
8^2P,=5.%>|UH@8|8P9?A/8W;_M&(O)(_VD)F%=-E<\$ZW(E)C(DI|@>'A'/%36I1_H|'_U6M"JM|)I-&"RRW51
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<\$KNUX&C)*58F\$VH:W|&HUJNJ/M%M?LNS4/T|_K0W!;.\$RZWA*_M%_D%/=DIS_M8*<%(#P;8&=S)0
|SX#*:9+Z6Y6Y""U<((5|B@*3FN*H>7'0_M%
<'<KZP&3|_W.=+82_|UX6&J\$IN/&|ZLS.G:1'!.9LJ2XA&8Z.92OX_OI\$ _M4(K07=8%|7J\$#-
H8A)W5A|YL&5^?HI@:MA@F7Y.CT|IU|QD-G1"-_S8O3+\$Y\$B;_D'CHV|B%SE!NID_M9%
R|B\$)"V|PT|'JW-8^&P@)<_X.DA;_5@D|L?TZ-CH>MN^>)+-<%%V?7)V?7AQ>GWZI8/#_3_|G|O3J
M3W9|>'W"#B^_VR=U:F;/_\$'_LP4+UQ&V|DO(.OC2B0C#|VT_M\$'EVD\$351CS-
&D07K%/_|R2G|8;|59"W5HEE5|O69;ZGR;&HEGZ>/3;|5U_MMY('/=24<>V-F\$X|YT
5#L+0(<_&'MS(|TYTPV_-W+;2980^%4170+I2|*W0;/M6O;NA8^M4J9^G*_E4O;I?7H!\$ _M4L(Q"+
Q2&_>^K>G'#"1H"8")B.ZZU@DB"&1N7;_Z1%F_OYNH7?1H|GN>_<_MDAHT*,Q5|MP.&8XANG(M*>->

XW;T+!PV49ZJMOW4,J>.O"!@091.N9B+=D?:75!1OM!83\$JR4F)WZ<24ZZKHZ=0:N)!L(T=U0I@?
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1P^Y+>0^D#K!|=N|J6!XWJZ: ^=TIR_(/E,=E M|LK0@KX57;M|;9Y[*3)F_/@!DC2X#FR3|LM*VX|Q^,^>
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(KSL3AM*4012HQ3@TY..LP(!2YT8<|3CA-)1 ML/9*MBOM=(,&.*=@B@*GDYT)OVITQS\$9M/26U@3?
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02MF28V>1.!44DDX3% ORJ+GZECV"@)N|ACD1.A(%SK2@_M_Y7Y1X^959^3N!_L|0!|_&P>JU:AVA#!
|>89CJ!&0V+?^ZW(0)A^@^@01LM^ M828&'A.#X^?;+.&IX-!>%_|S|OS@_.C=M8^
YP>'1^>=T#|KG15^>'+V|*<|.3PX.WW|%@E>2/TT@Z1R=3+D@C6NUXA
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=7CGJOU51Q5V&=<^#I(N/VL.A/WG7@|/%2L=-5!7FONNY/#MYN M>-W7MF1;|T>#7?9T;|<'YW6|
YB/YZ^/AS:9A2EX'^AJ'+W3V0=V!RF(T3GO MG75X.>004C6|>B|!1VS#FUO&VLV9:2>>56^|<&J/#DX.
<3K-3'H#G!(<^V#H M|)#6;-WQZ<|6|\$YNY|/YD(WV\$?L_|.7CPEN/C5Y35|HP1|77=N_D
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7")O:1Q|X|VQT/K"XMJP|N^09W05L/V?/HFW:3?|GNU=^|&O3I?A=>+M:"F-
K.X5%BJ9|#5J^75#E|3OD^VWW*JWL#82W M3^>^=TYZO.N-|!*[T:=VE';1D)|;#+<=Y7N"@GB?
DBS|9=M9A|*^8E|K4?G MSP^H-IV&?RKL18CC-L;.(KO#(|C@!K| T?-PISV!3!/?Y2;5^#D\$S&O-2?1
MJ|3!|H!GG&L|^)SA3M.%;FJN4|VL-M^A|"\$)9^V#U\$(3<|H2N|_5FA3BF MQK\$(F-T5@_#3?
422NRE0YP\$_ZGW9.?U5H2K."M2 MFA?*X0IP)ME;74^7TD#!!\$A5-A>1%73)/3|5+=J*U9W9VY/-=BFL-
O+S|!^7 M0B%9)TY=|/8(>|R>S|2UE.YR<.Y(SI\$?_I|A_/)|#'\$/Q(9XN;QJ(*BUI
MB!E0E>FGB%WP/IQ!|YA=Z<.N9>@ (REW.QNOA|>|KP+ZBC)NX.AKE|H+|%O|=
M|*I6K|62/%LE>BUFI"XSWW>MUNME.L M+M3IWI|ZB.GQN^);QPI_#GW!;FV3>G4|>J36QM1"B?
7\$|BC%|09SE9NJU#-A3 M6)>N6;PNU9=+=)YPIZBGTU4FOMAW+*,2H|)BOZ^H_<'C1*W)UV|2*X^|XTF-
RCE-"(1CDBY*;%-85K0EC BIAU8O./^L/22OV)/+&#;7189^EWWY=>/LHQ!5K-R*4UXZW/=)M
M7_I#+TBXT2N8H7@SGYHN-=^*1.#W7^HDAPIYGI7N #6@BW\$&/@R|56P!Q-/E
M=NJ9RXF)JYPS^+!/0\$|5W|.G29^2PHK!|Q|S<9AS#.?E:3@N8EI&Y6\$|!"Y#
M/YU96_14.#RO*%W&J_"R)P?E:T GO5!3L MMRJ:N;W5)(U6?
9/EN6;'4Y%U*77/2V,^W*.KKT;NG_-2B;S04Y|UFDM|00VXW #-F/2:C/0YRBB+\$D7WL7\$AA)|_R!RB8P
M4T49_|XC8=YX2P.VC|*%;|F(VIE,=PSJNVK|RU7CS!E&M_BH)P?O+X-H:U/_M3<&=U|&1|>?W.SD;7.68-
8@I\$FF^BM0|UCHF83J!&#G'9\$?%"&G#;F"NQ8&
MN@,=3ON;F|X*T."%C*_WU92;MBL+_1T+8\$ZY+*GRG)1=&1)1TQ?I \$I/L0D)_13|6:Y&6_**|9_(-
F|/=;AW&_-,|F&TT M)|+G(|L,V+|H|/(<|=YS7@U.2WQXOUKTG\$(12|N;),KH|6-1#01+|
MP7.K|L+P|;|L752/#MMO!;^>6KZY0OG_ZIP@'_MPAEU*;Q62KG5&>#4>#;(5_-
X\$J+|)#7@;SWKM/QT!4?SK2M)TL#&V';^|H M!;_RP|Y6T=|0QU|!5% MTW \$G%<_
(E@=JU4(@U,^V|&O!EZV"D|DC>6GA?HZ^O|H U ML2ZLT5=S_/K)L_.IV)=6TW<_0%BI-H#%<'J5(QOJ'??
I%0_KFV*1=)TW|K MU(E;5C?+&.CVZ?%ND.F|>N3YK|B|T<<^0^P"Q|K+S1JRA2MW_>)(IQX)=_T
MRN&P;EDKQ"213R!>\$_L^F;ICK3|V/5(R\$@&TN2#L%_U(3)M(99.H,FZ.MD MC|X=F=@1+CN1^N+IE#
(GJ>FR"^_|F2\$D0T)|@.)<-_|&#3K;0RQWB@F:BP 6%_SP4FX@EE^Q2>/0C8(T
M^|!CO#BB7W76QG/ASDXW;P9_I>|_D MDG&(L<^YUH=OVIV9SW(^)^T-
//82EBR^V;7>ZC:N|O!1Q;F*OJ\$-!*" M|4X%MRKH%SYH4<:SXHWC_14T5))_"ZG98 BK=|_.?TM54U+Z-
W;/727YVEK MC:3HW?Z"56*ZM|;1|#7VE^FN!N?VJSU|7;^BEIFBQ0G0|;-(VTR/*#R|_ ^M^%8I*?
_|T+4>|U0!|;KVF@0JO50)%HAE*;0WT\$PI'57*4C@;H|!6Y*|;Z3| MR4H/1MQ#WXO6XH!9RRU6? 79>E>-
B^\$C?N->PHB)P|6^VXOJ*;D!H%#;0 MA+O\$*?;152QL2X_|=1!73*=OW*BL|EMZE.B| ^VOD.A<+?
W|5!>W#Z9U*G/_M|F|C.|S9#9)|@;/15+;7#|&*)|N|J.FHKD|H|C>;KM+?!"RK;7;#*6E MP(#_MM&TX-
H|<<-(K#9I6'_YPK&|RK@&I;Z#25&L0DB>ODH&H|*08L->% MXZB|+DE;|P:_"_MTXWW|
(GLEQ5OI2;H_P(H;J&58M>;N8"ZM=#B@YICQ>I M78(722HLOTOA*EAR=^5W#=#X-GXKE
>|_!L@MFWMN&LP1|QMZP MI|1DN!|^RGD|XC?FH_89GYUT0RHW5L*Z42\$KJ-<9Z
QS/T2;".1Y@76"BON9\$DQ-H40_-;3&#>;4EV S M(?>C;013|M#"E=XC;0V)+M|SPM
FM@*K#8&FX;"R\$A*E(-G^WM%I=;4SH9;F M.Y'20XGN1&H9&"/RB5^V26(|S;JN_"7M3X|
<^_!W@+M1#92;7+5WLG!;5^2O=H>OC7;WJKF|S_!HN\$%.LBB8' M70|>UHQ#M=|8^!/?(-8_|B23
_#L+NWJB!;IE|X\$;!!(MP"+6|BP/^L^KM|T+X56K>)2HG;TAV06_9CHX;VB70\$W|;Z:XNOE9;.
M==@2FK%)6QM99Q!;A*=0A#WL&??
OK7T|>->T*7FHQUG&G73^_I8R4U%8F.A6S>HPGED(8Y>#W9Z)-;/_C^<2MU|/"9C#. M^_|M7YGI1OI?
|>X29WN.E.N.FW@|_ZG.U A5V*.+=;GB&U?|N&U;#*LZ^ M-H_|O|((=KDIT?69>#=#.))(IT^J|Z\$1_4?
PDWD_U0+|+@_|H|&IU|ZS! MSZ!+"NDTAS(|T-FE2)S*NSA4ID%7AGC#SS>K@41T7V(^P8;
M2?'RD@1|*UDY89MD=Q|+_|.DB_.AC\$8?/"H7;DA)8^8C4#-@#9L\$AG2NAU1-
MZ^MHOC\$Q.O4NX_LP36B987^H_Y"-S JV5"3XEXLB0IR0^K+*49CI3IVU#|8@ MER7/W=F|FL48-
)AURPD=7(O.V==;#;|AXCLBL#>Q1J<#6;?PRQ5KE|HCHJ-O2=P4|*0_|FWQTK_K"U:BQ_.5VJ.TY)
M1WZE2S&ZQA3(+T<>;GZ LS"AI@OW%@.6?;?*\$YS7;AMB\$@_M25H1A;-+4RS?
%B.27HY_!Q\$>6BB;_|P\$|2SJ-MBIC(4RFC59ND1^W1*=NR)_8W2N);RHJ99IUR
TF9YKZL#N1P^<_J"@.UOTX2 MYXD|DK;>>R2W
|/%VX(TF\$7B)DRTT;'6;9)L?;3U0A#COCR=#A0B_ P0|329 MK)8%X3_0_QC!=@|+/@;G848%V>'_QL0D36F
T;'&8;4D@|D&2|_/_MP_F3_37KPR5K=PQG|ST@76KF)7;UL;SY;PS@V|*<2%_U6\$
YTJENE<+^*FJ2)LRLMO2D48 JS M".O>H*^<7TZLMHX<!|=N%L*3^=C" |Z2JLTH4WO;-1M3XK
M0N#H10\$S>|)_&8L2BY38I|9%;/FPZ(BS2;WTVLS2+?@ (5?MO^IGY.H M"!P4_FN_.8V0-
600BN1A\$_EXXP!S1-/ZMO9U.)EYTS0\$8X9^P7?WZB<_0L%P M;C6M_%#4_!XX(1_</p></div>

IA%N9C:O.#UG.E1)"LOF*R(CE(W9X\$34>-? 92C@; M4%TE\$ ' E| (JA=|T|X|HLL;O\$A)S1?>L6YHO,PGFW
&#_J4LY6|XRZ<>|E# MS.MC|*=JG/BY%BD7+4(+*PM6-(|&F|<\$:(\$K1?W\$|;\$;&%@#MDF*|JRL M6.
|B:)+D&"+=+5;S'59"L6/((?W&(-;|>BO,7)!'H_EOOEN_IX2|ACM)|MQO;C|6A"BZ^0;&+ADITPWK@-M
ML2D?SHK|S0D|,;|K>YU|F/D3-\$|V> Y'"1H)L6CQ#3@7LG6M5\SR39.:?5 ME,@RO"<4UA|>6^>P5G=|F'
+JS"2^(6WN|P"^\W.S&&|DUM_#L2=^0;A|A MU_4
|FD.MB_#58|@3.I6DZK5*=4P93O6A91I*2L#9V;%8|RQ|H5\$|VGUJ'<2 M-T@|>'SZ|KZ-+"|HR&"SB97|8R
KN?;*A"MWG:M8BK-LH@KOP6N:&N-%=&7D;*L MB|QX0VD%7+!V\$?
G@5^>|>,83H8_MZTWK1D(F6)O!/GR-V 2:QJ#(-+= (=M&"7397^\$AW\$T4|6X|6:%|@BIR6)&X*?
|5|J9S>LCE6"";\$.Y./)5|/(9 M"O=D6;\$R|L50)& M;: 1=E"7> ">#6&=RC3*|1 5,^20&V=>Q|S2&TC?
W|LJ&'L6*B=X-%T?*(|8(1 MR9#>^:DPW(9SX3G6+FO9|.PR@DG!0RU4_|S&U_ ^D/EWCTN M/BP|HJ3?
3N1%&T?YOTO*C?CSH&1+=;8>3\$-TRR7>95525PW;@)L8X7|L(79\$ M&_G7:GM6X#8K|5,|7D?J:
<7P'5'6>MR>5|K797.RD|,;-!RD|6=*F5/' L! M|)8%OL8P|!#8!\$;4PR;'B6@1K\$&%G#WB&:55?4QJ!;
|G#EDM+OG|1\$4J|%=B= M,24C(TPW3Q5ANHR+>*O@E#ZAC0U|9JN\$ _J5VZADT,AXXZPO3Y3*/O%
<2((H M";#DC#|DO@DEHBKI(=|K+|H2@H> >%, \$OTG2'QGC#P-NJ2|R(\$C@5T>=&G M7,5 M.E;6-
H.F3?O#_3|W:9@/CUU=C\$9'3IPJG,QNL_1,|,"WMV^C)X2#@8R^)-M\$6NN#|UR3LI-DIA
F6ZQ.9FW5TN76,YV2Z3<|)6&X7V7U+&_TRUP:"@|XIFK M(4@Q9XH9(T' 5LSGX\$-ST#A)YJ\$E?S18Y?
L\$;@|0/+|2K.#_DYS5VB MHB6E|XS(9A|J,5)&K-|2PI#Q|G\$E8VE/9M.;B/!R-\$ _'BO*6NP\$|OL?OK_K*
M.449J*H<1GYF/((D&=?OZNO\$KE/CNDYZ'|C+8%?;U 'Y94|H:6R)OTCD+6L M7A\$'4-
*@4;7=N^YM+6 M4 Z(:?(BT=C30 -^36%:|@O<@<@Y9|9'>\$445&|MV_ @|O&#AD)FL9,-C7'|Y^>?
CIW_1RL2FLO"JR7MW\$.|@B=|V M.1O74VJ388(YXE;/&UT0M 3|HAT%:\$
AGD06I2*/I5BCVR^VE+3=BCVIY+2 M&^N4GI2-*"ZN:F=(3)HN233KP?I>&Y8D?38K(=|J4|G5#S#B
M:K1QGR@:..@0> >2M2:H'+Z^)|FR*P%/53.B"8W<=J MHFDQWCQD/A^TDN^ED1-U^))FV1X%T-
|>L"YTXEG"G%0=5\$K4Z-4@ "ELWC"#OHDE,K|YN"THX|;Z|N##R9W<^F|4#&; M%-
)NUP+|7N*X*45.'\$^TWS %%|XZ6-,Z=S|842KEW"MZ#|!\$ _H.PX2)R"W&=
M2:H3Q<0T,L>%FQ+VU="1"5FF0T0F+5YP6DE,TZ)#>%RFA8,2P4,SL;F|H* M>A42;T=DB+EGLTE(:?
C'06*65W9X|;L.V_)LV);C;<&V|'A5M&T.O"VS? ' M/^:IM(FYG6^6?E7:RS03)P4\$ "^GDC\$6<-
B>9B1&I4Y%6|B%#|H4_?>A;?^J M>>PEBMO@(31&ZE-FH3 O:2;R&T6D5:H4;2IVG*E,6#ZI
M|2;2;3+Z9WWHE=ZX/F|G?;69W*)" = M % NOP8(LKN8.BD"H2>2G!*;H*4|TD.*IU!5?RM/H,8EJ,+A5
MYVA|;=<"|G45VW6#U#G"ZS(5BEZ/9|CT?:RNV\$C3@^,=BI>2U2|+)+FF;F# MSUK
T\$|6|H|1%2CN|KB7CW%&ORP|J3J-K0.&3&H@;UTM5BPWGBC32+55F_7=X-> |B-75HB.AAN&):W=K
M,J|_CG|S1B H0"DONGY5B/7W9*EWT@;'J=Nf>|54"V|+=-F^J)CPUQ490(? ML?:|7F>U5:-
Y|IBY8=791|WLX77R|!U5^*M3A4O#Z5-H00/U^-(GKZ+RU M_7|U?=/E|H|WZXLO-|J?
7GL77SYZUYMR5"JO=0+IR MFW?#QR86'YW3W_4@+J,|D@PSP4SUJRKUE;WFN&UN3VK>1|HNJLF|LV-
=|UC= M?49|T|. #8Y@+N-/L/%3MH8|LX)RB%L5N9:I&YGPW,J6H|CPE,S9O86S X>_+ M|+QV6F-YX%?
NA#1R ROZ)T>5_N*)W1>LJH\$F3Z;MX0F,UT?O6^C^NNSGKUL, M&52"7:|0RK|NUQ|^55?
69;KG|E|4PL%28V%M\$R|GJLJ_-M|G|Y&9E|W"4@& MEW4F)>'7HT;8MT4Y|!M8 MHD-
)@=LE*DBH;+O6Z?>R6MI+QKD?LEZ-"\$97U@|E>IF@6|8YWUP^M/G#"W3 M'77MK:?
25H|+=.I/N/5\$&D! 5.K-ZFZ==I0IHW^?|T^E+M?4_7&6W:(00'5 M3E)Y;J\$V=*G+"SXNP;^VY?%_50|
M:0"|2,W>3P|@2_-U;I^!>P|@XB9@T?*JU|&&AQ|!)+J\$;V6&Y7|^MS_A9CAL M-0E-PP@#U;|9W|;W|?3?
(AF(8|N?K|@D'8MP\$TFYS>DKH%)B#(#VVULID4; MA|E=TP|J>V,9)A(3"HJ("8G|1%IP KQ4|APP-
49;|W&CBELL-*;|T|&PPXJ
M9ST4U.R7Q)3%"@XR=ML602E;3=M7?;MZ(DPBZ|1#3G2A52SMQ'Q3A678HJ2 MPGS/K/CHM&MU1-
B7PDRSUHW|+"0AD*"N1X^|S\$FU/1"FC7R*V3#<"ZZ0\$A5% MBEL2BK6-J\$B:*?|MMH|P3.%6;DX-|=
W2KZ MA|EMC<#?SV 5CCPD|C>-Y|,P-|UEA>;WZ&H=RCJ-4Q# XKZ9! H:GVN5K&P
M74_|;C4|PVHXW8;5T(TTN9_*GU;P.4|B-|J|H5KX+%"C|8UE06#|S\$P+3Y>&XR+7&B?F%AZMZ=,G)-
/Q0)|;UUK"?E\$O|CZ77,M1CT?|H<"9 MG/?TC4|CN\$Z=#S|N76'TJEL;X\$ LU6/2_,%G"|
<(9CK"F+|GL(L&Y;1(\$JRR M75S^G(?RTC>-R.@EKJ?<@T;->)|LB5T7Q|;46;/0 MMP/*;|WZ??PI|XF'OR-
7"^\Y"5-A0S9D?H&'8J/02YG=)|@2BDD+B>9^P0VB|I M#P#.|K8T,6P^3'ED63@NYCK*
NO\$|T;>/'29YN:IFI&C9=TO#>G(B9A=U-D8 M5&\$?)=#"G GX,2|J27+|M%NE_1/2C=(|)=D>EMK*.0R0"
(H(-5J|U.LV64@L|!W#.14/W;NI H?3Y_A&F M5MD9=>J=7;^,"\$0U"SA(1_Q.1%E3LDEQB"/4Y6\$ _26
M6+;1U)|.SX#1\$@P|C.B%J;J2IN+(A28;V\$C&"/8*LI&'19JG<^7.YU%G6-39 M4HJ332|K?LOT3G&(<<
RS6#F_?4OYT=_NUAS_ |WX?T=1CJ<>+|E4?|4"9OC MT|??
7H\$K%|U1|BJSB/09,G>Q _REU/Z&RT,H#I>*^PS M?T_@K9F&H.T*D|W@'S-
GFS3D2TT\$S|XMSAX#TDJGET@.4)=N%RPBVEJDI%R MR+U"A|T5I'X* "&8DM2'F9OE M|H|W|A?
4NK\$D:U%"D|>F_7|-"B67\$(4X"ER95^VEL^!EXN1M!..X9R)_?NJ M4|C|Y2/_
::"K>IW9|98F;V9"!;S3>P#6@:CP^9N"/COG;UV+Y|HKIH:(|
M2V'N2R)H&DYAL;|CN4;.#|X@O.S/D;F/5Z6|+O-);NTDFHF0-#E|/"SZI5L6&95A\$RCB/+15+ M,@X-
67A=..\$ME".92OB/(S6 M,63-:<0XB=\$DDH'DEM|N_TV8&FTK(|&) P1*WTZ\$+?K"O9US(WK>M;-)"W&
MF(>|662YFFV7|J68-?)|2JC@|5"6D;|LY%E%)5"FF59.&S&R M|^UA*8*HHF"%|?;Z|L|LEY?I3RI?DJV
E@,LG5S MC.)H8_ \$|KD2FA|C;|M|S|H7=A0-"|JQ7^K;R| ZFRAL.TVLU1?C3Z?A3Q4T
MOB".D5WZON9ZU\$@*\$|G>GV+4FYM#.*7BQO"&;|6:1W+KL23;BX|R8C@<*1WT MKK80;ZW82EN?
YZ,*|JY6XS\$+C_!W=%J;D I9 M962?&/+W.+E|I'M9QO#^RLPD(&VXK!)|N&08|?
LTJK#03\$OGQ%.%L&ES1T M=RX|RJXLW|TH|0S7#A1S%PK8--<|BP|^K6@55L2\$
M#&.%!|H9L1>_DZI%J|^.->+ NYJ*U V|>3R2X| =;WTUF2'5|N0P(XB\$F+FG MO|B66T?
("D..\$4>@'0D>CRGE<2CWP=\$#V.F%_1D85|X)K2(\$|S2Q|E+XD9 M835|5Z>2'"&T32;0)\$%-X#Z*M3HF
J;3MVB#+_SH&#TC1,|2V_0!-G?S>'
M|X%L#JAN4LOHQMU(,6*|J@DTD|4A<,+|1G^=E|7CV^JENX;O9^LWM%9K145- M8N2R|H;./!^%S"/?
Y^\$3,0M+F"0%..<((IQQ<#H0,?%-JXH*6)O-IHQ""|C M4RWOF=4F"X0&3N08|LH+?MD*>|O:6O'Q|O>+

M/SYJZZ^?+^OKSY/O(N_HOEU|N+FI&WN|77RZ^?+BZ^3??KS_.7J^|~9 M0?
>/3YS>CVM_>D|>#8='5DB:7\$O |>2|9ME>.>LI MJB@E"%,) <@3+FWP\$+OBW:~18N0_M,W1@Q-
+|XZ:~)!*L>!)\$U+NX8G R>; M&'RMV|)+N_LFMJFV6?"+TDZ_/==P*CXJM7;ZY%EK@!^NE/P%^,\$*)!+:
M36HO2H@TBS|!%)(!^@9+HI@HP:_.%8|9:7X"/(#("CD'.N=^*|345=^/+--
MGZS84#KH+G55%E_.AZ2K&6ORRM^6D;EKU@O>'ISO^N=6O:7M\$J6X@%UFJA1A MRS-!~QD4@=-
S8)H5PAF2|V+\$RWTk^-.1.0%i8_L2PA;-5HBH=#6:1S:1TP2L M(UQ6:1|L4M/-K)RN:S>V-
U|1@")~)7U=A|2L57D"17: P|YX_S(|.^|>'ZK M'G:K(\$CP-?M.IG8Y+VE.*48I\$X9G1E7#XJ&8O6E6!3QN=
M^%<-VX_>L4P#++23R8KC_-'3SV125U/-OZ5@V-C M4%9Y&#~LPGDHGB.Z>|4_F#:0_HGN2&1?
(XL:~HQXIS>KU(7-ZL%7.59P?0M M%QG2J.%|~)O/:@:~1QO_S_Z_O|A-%2?R-|G+
<|@RXA7Y""VUX1_|NN0N^>; MB>7<%CPLM0S38#(|7M.(|C:"?C1D)M.I?<&
<#Y7Z50S#DQUN=K06L2C\$FH9 M#;MM:*# 7SUL/& 7?/^W;MG+|MG>K:
|QN@|2P/C= 9_B|7PL4+QMNP(I=H@* MV\$%R'(<15BMG|U')HHR!~1.GF.9|.3:@ >/EZT?);5)DY#!YU-
U:=ZE,(=?^ MD YOJ@A:~|@0.56|RZXLN#>Y^EV:~|JKRSC|J\$>BQ|R_XCG"@QJ'.#M3=V>
MOU&%^(HN2I@7N\$CDI|.5<|M7&T%S^M~.9.6I*LDJY|:'~QD\$3.IX\$>YRL0/\$)=|
MWRJ<5VX2=Z2:2(U(SC?2EH8|^~K'ZV=E+~|BLB|ZZF:~#:#.(ZWF^~)DV*58XD G/E|>S%|+J6|TW^0|8
M|KL_J5T@+K|EH"Q|4TM0R.S73K.).&4T4|P2>6~!S)\$GC>N)-ID7-
WAL>WV01RNF6WUB7Z93\$|8K_@MTO?P MC33@=(DP*|OEU9|)19V%^?XZZ|B&QV|=QB<|7L:~#(>
|WXQ|TO6ZWSCF.%P:8 M-X91()DYZ_|P_CZD-3FRD2Y#SU#&@G=WS7H^
D=MFO~.M+DO/#QY&ZRO6F_MM L_0_WZ<9%F:~#LX+0?
E7)TMKZ|VB+LZ7VX|1XF54.N4>L+TU^MVW/9S)1|M @Y|:~&|S9=
|KO=PR'|T9A@|~|HC'6*0J09B0|H2>_M@H)G?TB2W>8AR|N%U M|
~)MC4|RQ|J>PX0&'KB#5)^8TRI(:~2LF<@.18~VD:3E~:/R.^?|JB&\$"RR M&+DV22(-
SVT1DSAM6>^~|V#~.HY&@LD=&6:-D6W72'2<:>2(JF9\$DRXCA89-
M3|2|TP|F8|J:~|BR5|OR'A3.A*48G9A#|~|W|XUVIF1>Z.T0K:~?#:1Q2.'(NJVA MA^N
~Q|*A1M|\$@R%6N@SN*~.S:~\$9|!):GJN|PE36%|9.0|9LVV|PEF'94ZDU4G6|Z:~)|+~:G?
|@E.K>G/2(\$/=+0M|A71+A.JM(RR|~|7DGZ MQ%G6K"#0AUG6GLFG=)6?PG;*G4M+"E#-|~3G?
9E'E_04WYVGT"TP|~|17\$6N~MY8M^3K=|D.5?"2J(*W@T 5O"P#2;MWT(1(VX"5;L^*=~.%FAT)G7&~|S M+
M+~/GS/_GN_4H=3H+AR_5#RYIHG?:P4TOZHU'ST_C+H7XD.P-V++NB|9.&?
B0725*AX)|D|10FK|2)|8>"U/7F"7PN~?(POD|B M9%2D8=62CKP B|AY+KL:L:(2P\$??CDN8-
M=PJFX*C6H9UX/HNFAL"=VR2E M_#;6*~N9H>K.HSB&X\$S\$CV;
(9Y>_+>|PJ/GPB|F|P9&O:/_6N>O/2!>L8MU+ MS!~|NYK!+5,%~3X4^9MD^F:>3%!<83F6W,"+C-
RO@|RL9|S++2KM&~N3T97|M<%9^1RIS\$&6."8U3QGBY.!LG&0Z!F:2BY3R?3J:~^O_\$",!#NE;FL>'9-
~22MBLXK&X1B7J^~VYE87T3J6 MW?
MK;X8"RY39|E*NC@MM|@~|IOEF9N03SY)8N6(L5;WNL1*U)ZITZ8J7T,7 MXN%^E>HO|VT'6_O,
|ZOKW83,#C3?3.*HM60A+SO6").:E.#T^08A)/P6RLQ MHX6BL-&X.FBT(E.H&@*|I,1|EZ1-
9RQ37J2:~ZS|NQH01XFA52UB(&YJ&\$* M_~|/+ &3HBN,FDRG#%=LP)9K;*C4
3/+SX,~NKQPUUR&K(\$DVR\$.KUZ(|/8(MG8E(>|W8?3*0QNYKX@~G&*G?+*N@6\$M+CPKOY*U("-
~|W9=W:U~"8A=1|P M6>5W3(WUS:~G;~EMUVY856D#BX)*~|<6?!~#)YLNZ|^L94)FNMX'A5N?+V0
MG|DXA>~%Y%+TM=J:~|68&\$&\$ZOTECE#TJY*~N:C#43X4N6-5NA3_8?4!# M7J JV7D*
(40X|Z.1PP+J>~.C"EF3GTFC-Z(CY%<@90&IPZ@/U<1S='1S2"AX>>?S |~|^TY_|K%AHY-%*S*XB2SS
M|J)'%3L^~00HZMYGE#/_L)-#I5)9%~?7-3 M|~D'(LNAH-Q>\$S+4-S?JPO5
P|Z4|2A+G8_FL/~NL^~.OV""%~7@Y|FX02),7 M%+3H!WU%V;LQP>DHD\$@~|SCH^~C0;RTJ|>|Z)+1-
FGT*B<60'JR3|_Z_>+| MAPOOHSX^X^1D0@~9>GJE>L_~4SGPUCLMJ.EYFBK.8U'>JTT'=RZD|J4L,,Z
MM~WJPAO&24P\$%<|34#M;J2M6+<_&GA<1@I@CN11# M;7FPL,1BQLN(DY|S(19XF_9(D~V*)0|Z)|JR?
ZLRN|Q<~%_~1_C|C\$#1J MH-R 7.JC4%~A@4A0"C40XC>M,/P1Y39=M2;"&J,F""^3T6_H1|(KBTE)U54)
MZDUY;/DI_A40WS!1";B3S;W^&/_QBIX>3F!ZC_8)|#~.B-ON&~HT?CCO-LW-?^H:YT@ 'D5FHWL?CM:7,
M&VEOSPAJMRJE.#FDA.0.E+~L^E;L|7;YODO-MYN>|01W%OIO?JK&"2RL6LYE M%<^CJJ=^~.N1?
I/F@55PXW#KJ^07/WC:B AA-H&^LHSF?AB1Z|I(HC=;S%7+7"J|VX"=KP02(1P?J#J
MO:3X)J8J0V9KBCQ9))9.O:~|W"#KAWOPM+1AR%FK7F'E NQ^Z5,_ <|QJT* M2_ID>T?"/13A-%V;A:?
I5G2VRW2(((3> UUV'OB8-US9|7G^|T=3V\$|YN>): MH&J(BQ
L#2AQQ@C_JR0GB*!OS=B%9IE"=S3/2'MWK:8NA'NG&'99"8*/A"Z9CM6EL7Y'-JK9.E%(@X|7^/P-?%
H^!VRGCZ*;Z MIT=U^0|~.I8'E>M3?Y?IV(|OU8YB!~^832/7WU_>Q(*~|F@)
MDDAPR_K38(U5ZQ2/JRW4,ELR7|H9:~1"A0*7=&IO!A"Z:~HJ(^ZU.H_+|W
M|!>#~1_LC@3GHTUC&NS";^&F@~A=P3#0Q M3FUD:~X;R-
K|DG@W*O>^3J2.M2*)~)P>FDX=H5=,~\$N6\$|VO\$ZCEB90")!&- M(KHU7)^
<~+~)~#B@I7_|W@~.2E3B19/X6Y@H.#2|4M;%6TG\$GGGM&RL^=| Z& MB:0Q3 T*\$/&).3B%\$~K(&\$HIF-L-G-
M#H&~(|X>4J|*(PK#O#~#~BVR|K|VVNB%U+~OK?25(XDK3 MY-KN2+~
CL8YKXGC|R|T1*5WKWS\$Y33V0V*CWT7O3RUT1;U-V:=@MAN|8H%N
ML=WNV5.16:~FW473DF26DM.2.<|M=S76SHJU_=NK_2?1IB:~|NTU_?MUX?R|ZN+FP="^~J)#KJ^~.M?
TKXX.*:07 MR2U|H8|NXR>NG7>MG=|7E|^N+V|NOWR_~|U|OB^OKBR_?KRYO M'MMH=?
|NX%U|3\$|1#WME|~.NX&@~7>|UG:~U\$@RYWC%A\$2S+3W%)~.~|IOR|WD M-OZ|RO9T?
O#Z8409NI|JA^7G2.#GK.A1V%Y?77H+9!~OL6*XX8/501N(?D": M%+=4?W1.\$R)PPB18B|EKS6Z(7A#I#
(5*X~F>P\$NX(7I3/B0I|. \$W+6+2?~N MLUT^00T5|~|2#~V H""IB%L_AO.%KM@JHM'X|W NXAP
~4S_A8PP"MI^~4\$B| M|K>F.HB_(P|?70_~.~)LDJ|7L=8+W|4| W6U#7=):=4:7\$YFF\$~XD:~J1AA%
(U:=P\$C&T?6T1W*40I1C(|~.MC>2=|TU|!\$2*^Y+D)Q+K=,~VP)3)NPRI+F(|~^~?|>R.&"ZP^7\$J)?@DG9
M9CU#_8_~&DQSR>D8Y8AVVZ_~W9I=6=420*R;+|4Q*3%N)B?+TXM\$.JGQ\$EAH!%LS|?#:
MCS"RP&ZCWWZ_6(Q)>R|7K1&>S:P|NA5<2NX!U
MGHER6;B/2I#%JRG0EM.2CV@3ZI39.AFCL3M')&~.G(3M&&A.MHQ*YV.4-1 ME-2TD+F=|HDN?
MD/#~+D:~T"?0'H'0|\$H%9&N&~|. \$U38RX%IMG%ND%PVJJH MY^CPM

327&^_J4S[0J3]:K;6'7KL/H^@(XM4_A&%, \$J^%I9=O5(VB:\$6J8 M=.:JA*1UO?
NGR;BT&:JN1'#'+RINOP.G_+*&;TUPFK%QFP.FJ2VT@=(K79_M 6GUG-
H3H&G/H@8=OW4;A';8M!TVI:6Q:=JH>6Y(FC0 /PV.UMB WJ: ^>JPQ
MO<.C#6%QK8E'6S+ #APPSTQVRSPDQ#672=/A; M0YA(@+3,R:IP;SO\VTOWXYYV^+ #
M9ZVC"Y933VW7*HQ7#<<*)JZU\$DSU^7O.4M*/DSDZVH&A=M"0Y= 088;=P4&;
MX"/AW6U+^L.VV77L\$M"O%# 7>JIRQ>81XI=;6D8\$5?D[2_!8B&_4X.&\$G M&-
*ARI3ZB[&+O6]%,AW\LOE[<4G[V/7?UY^N?CRG0G&_OCR[?+Z^17_<_7E M[ITHQNI(H=
I@MIX/F&#L0P+.D:_A"7_@H3D))#120_7V\ ETOMK*!2D16 MR).9J@+7;CS\57!50U0X).GU#PV
\$X8BO*IQ5%JHE%.*L:ZG;Y?N0)D<9N M2-HX6)NW*"H#H*)90@.:?UWK44(W3^ZBWTWM E-
I2MIK\$G%.:GJ0\$ I3J'8/M MOG#&>O8I9DA*>PG/DCJ00S+OY.;>@9GZR4#6PA<31^YZ#9L7"13-
LWD>H;@O MK1?KPI"?^1WY-53S) URW 9,+*Y+FB-#X#P1>G03JG=H9IS3JRI+U3PCT73X MY0BN1_@M
J7"HDLQ;H*IS->B\$?L5UEHPE+5FP\$(27'3RQ43^12W.C0"V:Y4Q MI-
I3!"X1+#1SE2<\$&C%5FTPV(2K3\$:#.(@Z\JX"3_H MIAWMPY*92WF2-'VG9M
R/6CD+1)LNZ&!\$C'-2<+QTIT?1HR/1L!2R'@=4^% M5MQ'X9.C=X>LIDLH!IH=A0ZJ7,!=>'75^!>-
FP9*G.FDV+KEN;0\67+3@2RY M#^!+1:%P&.:! 536%ZHM\UM05G"BYM@ YQ:-
IB#A1>%/U#N'@Y=#BOH*KI3QF=7RZ* MVX\$LF2^)\U%LZ.Q0I4D^<-F#UUFET0BO+YCY5?
UNGFLL?";@?^=\$M M (I&H^9T<"//XOH() ^9X6IE,54PINT) M-
S+=5#I/0\1YIRAD&)L\H/K>9_3WW'6')\XK@B=G8N/.^=BH+U6M):UFV6UH-
HQ1\$.U+29Y2SF..Y"D7XL-25@7\$4)#(T!>I1> MVJD8-=DT*G)X'@0309#9=(ED%^:P+)G7)
I@O'GKPI2_#LAH^RT9_@CXIOY\ M4J1ZV\I8IWF19H7/6WA\;C\$1#!6UU\$#F^B-AV1AY4S3@
M=V&F:NP_C16L \$*U.KCU(C6FH_XFO'=8HOW6Z'6Q1AVEG798HPY8HQ6=8OCJ
MOI)KOR+.S18VM2Y#UEWZSD02"O>O0YIM\$.?_*K;(<^6M.SI.JF.&#PT98N MO@KZR%&J2"0%M!
(16Q7P1\$B-B&1W*.=I7@E0F%)MLXQ+6HMY=0T/M+_A MV Y-
)15\O@CQZ+P#CL0+CU.D;37S^E.Q2!U(ZW8XI!T.:?/S>_8)\$=' M>B.XI-
KZ/.O\MSAE0:P2)\K^3U\3@_MP4;Z[BK.!+78 O(L.;CK'H/GIWTI&*E>C*&><.HQ@H)\$V0&A
3%MXD>6%_A MS%2I HYW/?-C7'-X#!@!%NA9>/=T9Y3;I+3E RM<%\$R -BUQY\8-O<>KJF MH-69)/E:?
KPIPK M:8QEKFM:8UI+92JKI)%2-Z!E7R'HI#8!E!ML6R;8XA<@CEM M)F"LI36DC,""/E*.
E:"VUI:\$(FZKIF\$%5K!T*(X%D:O.34I UF\#\$XIP MH1>^O%1A(Y-
)8KYK&;P'N*@F.%9+K0:R.@JA5#F0L(76)I48L*PS(AN&@Q M.OZCX_.!M8S*V^SJ..L*HIFUQ-
S+\$BAM:Z2Q9/8Q@4B\$//R2 M*#=#;E3>QH\^J>;(W":#);%RM!]*=!EUN%?
&+B9\&SA)IFJ9%ZVKMN)EL8KD. M!M;N+I0^V@4C&*J2#H#3@/?
@&7W_'\$BS2;49^*D#N'X&4QKO/[3]LDX-%KD7C MDCA:5+IR!2S\$70U(B<_G(H\$ KW)\S2.O*+
J9>2IGW;59R+G/57R#X1\IT# MG"-+\$(%Q):<&9;4!(5)'Y=SGW%UK\+O(?%N!'TNI MCP3UTIBIAD?
&MOU'&*01BE<,\$O'CU M6J:1AXL7I1&LE P6;5I1?5843Y@\$(X?F.F.%S8!JJP1T+HE0_:D'6(D@HQIZ
MP@Y6/HK=[4Z:CJ_&LN+&RT^Z+IGT" 9H'L_E.:#;SB_J#.%YM<_ \$NRG_#WR M;f=M5="U-
4RV1I'M"7/<8#<_2_=JG@@W5=FG71*#"JGHZ!SV%>HI> FW"TM,#^HX&>PD?P*_X
Y,#3SE=)K9JZ3S@+=V\$4U+ML)F1/726@Z#58SDU1) MNP/+M_X1K%)8?
AA3R.,\$*O=%ZE:>#%V15#I:_%%Z,\$(\$X<'VJ5 -JR88R?(_=MJOI_-K5!
IE\N&PH'0F\$0JP33^=Q\$JE\$S_ UFX#*N/2P1VC=UV18&.18%K M_ TN4?W.-I?TN!\$P(G_O_-O4GHH>I?
[8]JBY&D/R.Q4)%ICQB@P6&IUSZ M,+MSP@=5EIDRL*?_%2-\$I#%V@^RZ"\$1ZD)H@G1C%
[P(W!)!*)/+G_0(M:O^N+:"9L+";3JHO+S:L?HJH91/\$_UBI\$/ MG;GW\I9./D3\$L7IV<(X-/WLO-
GI3ASA*TFG'28EDZ2XR8/YZB=#E/M4P(S MX9J^5-" +UZ/T1PQQY+2(>)ZDWE5\$
K3/7G+IMJ#V*6>>3!L736F;A\T6WDS* M\I4""QD\W: ^F-87D5E>'+V;8IMXZ@>5I+Z/LYS
MJ#_QN=SH+FI^J"SI'-J(C#AEQ@<_36G7HOP&'+@/A0;?10UGI"V3TU@
MWH5DL7D0_"\$G/HAPJ\$HU&K\$?AW\$@*)DHX1HK_#Q@Q#;51.GI>VSL_-A#%#
M*);5?;EKH#>W:UZP+I7@^H8;5.^_I6I7YQBP@B8^PZI"U-?W2YZI;3E5: M;.64I;5T#D656_-
WS:NO>;N%MXY!R^/N(%X[B-M):6(WJ.FK< MJHH)E[9VJB?\$ CDXK6VVG[V*V\>B?
>HDH@84@;RGU'*J8"#RH-561LR2#NIB3LL1L+"A1KP0; /* M,"7N.)4
"&M163:WVG9)69W@>_I25LWKX'.Y8FS#O\G28 K@9W?S3GAY6P' M.9L_E)I7@E7?N7D)1G;I4;
MSS\$SRQX\6IQBD%*2OYIBGCN1M0&A\$UE0+?DNI\<_#<)W)3 AFC_=@%I^3
M'7@74E/TB@PI6*B#% ^I>< #.W_!@F#;!>PP4AM54QM"E> RP W4?2FNPR5IH
MOJ2J_=-1@<>;FYFMS%Z"/Y0V%.T@!N8\$.Y;KOV!;8/PT"^I26Q)5!^R9Z M#X<2M'DO!MJ+2I2F"K"5
I@-2+O.M\ TK:O>O PAS38OHBR!TT>85Q57Q<\$LC<&&82P0A;-0\$K>_(5H6=H9_(1!"
MA!G*S^F>;Q:P>"O:C4<0SGT1/EES32; M1>.(N&@I13=6PNIVNKO'XI'
M)PWAN#=#V)^/)*^Q'3C9YNG57+G4X_-FH 0W M5LNT:#!&!)?>->K;+7IQ@=<_-I\$C%FH01L0:EGC^?
%ZFXRAD#4V\$J:1H4I+A\$ MHT!P"W2FV;FD>T>7JIPXJ8?C7C1Z#_IHD009\$3Y<"IE. M.>)N-3&/I_ T%?
WQ+HAP658*@7_I2^G;_ ^& M#B46E,%(*2?@1?T&O-G.;0Q3BINPYZG&V18F4IX#1)IO:#PG^T)LM?
T*=-;0 M3^ZQ 3P=C@%\$C(2>Q%A.HGW_4L>B>8)Q7;CWK'_@AA3I-1J'-QM^+><3D3Y(1LD[TA*A!3]
=KM(CA M=FFUP\$.T7D)46';-//AI>671@O2G_FW*AAY#TE*?'<4R\WUZ\2W0KE\$+_I M4(KN'1+4R)XXO;
I63 B".CSA#_C.9 G_JR 4\$EY84^>5<2S"R#2 MC!%;AZ-V3VBGDI-4&8C.ONI4(PIQV-
\$".3.>= T+D/3(<2(HC#[07%N.ZIX MAETFE=;SAM@0+IG_(F4.5.=/2SCFLEK>-W&RAH9T-Q'QI0@J M
GG_@Z+@'I@MXO\V4\JNB\O/PL3Y\HS279A60&_I\J=/.3EX"%G@X""O" # M4+/#^_H%:-PJT(N
7<+D"XP3_8/G&W-3=7I14TH5MW5_"PK9KQINJ(?E="G M+).MU4 60N:>=>B4A\$G*
(9=PIH*.&:'5K3AVO%G6=+&N&L'O/-:EQC6JG!Q#JAEK MRDOX A^%'R"
(X'1BT)AB"/X.'D0B2M_"IAB=U=VUBF;X=R#+IB.%Q.D'AX;ZL3IZ\ M!A
C\$5AP'U(L(&U1\$<:S@1>DBSQ^2@!_B5S??NBOI6J2;JOK=(LJ@_IY:14@&(7'FW6+_@GE>(M%>.)=@&O!
=I!#@_9A#^!'.6@?Z8 1LNB'0YN'D7?S&?IG MZN:F_IES!0W.0^J6Q2E..O MF"78<376Q6101V8!\$FI-RH_-
+^=)\$CJMJI307\$CBVHH-'2'8#;EG1LJH ME58#Z.91L@O/D'E*B"IQC&J.UAF_3;
=3\$4IKDJ6^UN;=#.H!"_Q"/A2I8(M\;"4^V^H=O-_-HS11%2C7S04A+W9CX2.)=XSXI('5:_#Y)47IV^U?B

+MRK01;M>::0IV#3K"X8BC."3^\$!>"]OQ)+!D5'/%;M,]>F>(6SG*MXUZ3+!\$#HW12_!^3Q(K-
RMR'R)FMZ*\$R@!MGKY+_SX)]^0?Z\$62C'.I1V MH?1UJ50GXJ*8;N%DMJN@O:31B7%:?
&GET1W,Z!1/NE0,X!8JO@S;=S^@?=@ MD>+UVMLP?L34.P!.;^U4N-%KE7Q*;//%7!L#,#,?;
\$PG"%F!G,A*=F:V-A2 M.^V5;9IP4&'@ #8SQ>L%0JH;A;J=Q!85\$;&#>U@1H.SH?!.SHB;MA-2*I
MT4JHZ8E!?!1;L5(7QOC'FW,>5F!2H=*AJ36!&S=I*AI@JLDQ*NB.XQD)TWTZW MA@MD(#@S/'KJHX&?
AQL6-0;S!UJ%-MOP<"OAA61MX!Q-7&-R?B('B6T##Z4>%UCR3LGD)W0Y
M05NQ7^B>|E'8CD*?/_@9:KNBHO-<32@7C&)EZB?N6HB&T4S+X+K<)>X%\$0!> ME/(!
IV":>D\$WK%10\$B=#F/&)"5-4)(J1YIX&H]O@FS!%8H@O#UWHA%N!< MTM!X%"!GUZ@QX-
!\$.%MT@G!&18BG!01M5>BZ+R!_V3\$P(4.5\$H5;<SNFG^H.YOL8Z9)XV2\$3D^XLI(F0L_-F"A?
4\$=E\$4=GLEC ZPG'(C&\ASU!2 MS>007_!XM='0^&ON0'WCRS!=L5%KH9T.=XOF;1&5"D"=-^D9-
-5AC)CEV9 M^867R!R7W#%06JGIF-R3Z!YUD#)W!XU+<\$KBN UH"1IG#=#J H,BJMTK9 M"JGY#
!\$JHL1XJ^(&-B&=_@%V4P^CH_1\$=9>%OLA'F38_!WO@AXFW8A)Y0C M SH2GF:10T@!\$!E!5NJ
4<%V9XDA(=,SZ>KR<#B5^5)1HJH?^)9EXYXOXT8 MEZ'0VWQ+D!MP;-
A2;XKQFRJ!^7;9G::D*IH@L!JO)N*&.&L;X;8^I2;&>MCT M48YI6((2;1#1^)1("1^H'C!8'K GH4+AKU:0.I
VAR)E#LRJ_!6(M*#DD!69&#O!QK4C.XD0(3/6^O # (5WH6)C/H89S&_P@?_ZEO-8Y%_4+660
MO&^1"EY:0:+?UL;X.UDQG6+...Z&F)8XJDHO;JLN-SDPTX3 F>A!QY;D!M_::TO"FOJK!*)!1%\$M&
(CJLB"BJT.EI*N!Q=8)F*5E#9^U@/DAC0>9+.CL*O ML(2'PAR@Q2SP_7YTM1T^01#PH')FHT!5%-
DC2NK38'K!F1W1"KH%NO5K74S\ QO1%7-V"8(65S#OYL30AL/E M<:0QB?QPEFEZ90*@\$5L?
|^E\$D+J^_GR\$W""8:=-,HP1UR8#;M4=:F!AAN4 M4TAF4,K!HCQ2/<.=M1OD#(TUW_!\$!
CKO5#N(IV)7EI_.G6Z!^&!B:;<%0;*9
M!)_4C!>&4#7!L!+@!"9;>N\$(B"&IVE&CD\$2B7D)TG>D+W+GV4MN'_.HZ(ML)SR.%;!4D;WQ-
#PN&Y%KW9.OT5W\$B_QYN7&G'N'"#Q1M,107^0EBR^'RZ M&_!OR4AW!1V9)A6#;YJ10EFD2C=-
UY(VH@J6'X8->9%)V\$%*I*)MS@Y*F=|M?CQ*QV!C=C+H5_5W"A_QA/_1J7W+)5A#56_!&6)?
L2QB)\QH8LL3E^1;EAG M^L40I>K!FZG9&#->>[A3]*F!9U&4_6M !5<6KJEPDU,BQ\$HT0'4B#9.:+35-
M2MY"=Q:_N_P"P*P^)QB&TOA!1?5N=OZ<=IHR T9?%@*#;Z=%RN0U;C!+4'^& MS@.)
<>8CFCM9ZEE! (=O1E38-62+1;Y.7'WFZ7LZPJ/A6**IA/>*.CS4)/S5= MMWGR8-P6"*WNS1I
!E;PGX@!0G)^@JEPJ/H>;5+4!/?J6U5R+NDAU(-(\$ M+M;R(Y3WL;OD0?PG9Q;N-16!1S!E_"MVS+N2<|X?
07?<<4%@J0H-UP'NA53UY,28FF.PA^*|Y+H MTWC?DQS<>M)XA._^W_"WZ0\$^>)
!_ =AE_BS+'#@)E2:>|3+W&-HU_ _YAO# M_!FL=HO1*#Q+JF3!|_#\$XE^,(K4*(33Z&
(18DU)J9UE;H;BJ5(R!G?4>H M-B,!1?24!|*!\$CSB3-7A7&M&/FMU1##7%, Y%Q!;9:&+L\$"^CSN409TIA1!C
M#4)FDN'27N!2JL.^20:|C.Z;_WC?0OP8P'))^K |D9'0JHQ=|),@EOD-<2
MRQ1^>:2V?;0WC\$Y<;DL@G':XY1R&DT!1Z8RJM.1>YC6RQ""JI#3O M%!!%9K(FZ)JB6\$%;-
!H(@&FO4C/C9.A"DN(Z@H^!2.6R\$G%RSF)T-B5!5*!! M9#\$Q Y@9N!A98PF^28W@ROLO%>-JOF-#
(^8+\$;-(OVP?Q2PIGTNTOWXIV) MD(A-
5A67Y"FB!CR^K6+ #0Q3L"i@F:8TTADV6HEG)I(ICL;,\$S9E//N!_F! MLLJP3K%NK"!DL(->I63><0LO"A*'
P#W E,WL!MFFW"0"FG;0+!&L@P5Y_+ M!_PD%3UER0AKDQH)28E^JVGNUO*DH
;8)#^R1,U\$1X62E@HJ8BBDBKFW09KC#80,P>#8!X2 M15+T\$>>-R!|"5A4CA!*:?
O&MR(_IB!G.MO...>NYHDMU%3SX\$=%U M@#_R0T0D,\$4_2?|#+(+^#8BEY%!O!QC(#
(30A9M%QH1K7""23>J5!CP0&/! MV-PT4/JR&6K;G(C3IL&_!N,(1@^";T7)W6/51,B94?
C,593K=U0)G%>YJ3? M":N9!&)%#:7!EN2J3" E_8-9N\$DG\$=JRR06&O;0)21Z.D S&JE55CTKGEJF
M!TK26S!_YNWT"AJ^4H8_S,RHORI(Y.8+K7Q2W16857&#!YU@ZBV4GS+! MCKOU6;TJ0Z!YK=YTE7
3<0!N+M&J#31,CXHT L-X**TW?(HK2 "(7N).74 ME)J\$1."3%;Y#XZ?
^W;GU!@)L'F\$@>3H3P+B!F_KVF#OO>/C"!IS;BSA6/HU_ M7AEXPPVR.&G!_FX1LX(9ZK;MUJ*GTN/7'H?
UB?F#!*YDB.OL;7;::=SWZ#Q M^L3\$?W"ROI3D1>K;V!)5UJ<9KCC@U_/E(#J!_O^!&N!_S1-
!KHOS9.@X8; MH"(P_ _9/#/6)>P"S+!E102::;F?D_<M(1VD2A3!%8=(@8)@<)D);HK1A
M'HSOSR9UE^1XM-?2Z3XRD*,8_ZLH43US=C'2D;?M\$Q@_R FB=.DN#7@Y"JA1!/A6U\$ ME)Y"=
(LTV)&K6JP4ZEY7N!>V\$.LD)M46T@ZU!5?>1U+J!;G4@M6HQ
MKB9H.C!XVQ"K/_=V4I4G'CC+WS!PR8,^W&#*+T_0WU=6^V.J,07IP9P@SM&-TD,>9'15JQ#1DV<+CF^
MTJ\$?DC>5HZ>F&T'B?L1*ZOX#Y%UCD\VE64LPD(E92O>7X<_L9:1;WEM9P?
GW9SA9^4Q!H@K#X4F1%|^!5F*\$S!FV M;L;\$#&1H?MH3!9L8%?UR7NO=+%=@_W9-JCDIMD5B@9H-
E;50*TP3URYM"!I(M0A::8+E9*JM_) 0GR/P.+Y"TI5OB?DU&0()V9^#RLEP!T=LR16"U2;EYX0 MNT"
(R(*R\$;1T29;K;W\$OAR(^>_R!IBC1\$V*9D6\$S9QOR.Y!U0B&F M&CG@B!DB00'\$J)D3"V>3S>:4;/_:
!4Q=-.9# MY#N7&MO2L)EOV#TG:7P+BP?6J.80BY+1=S82ZF?Q_!EJ9FM4%DM^"Z#Q9S@K M9OH
_!X/(U!+E5<|XDJ!_0)EN6^T6/S4'M!U"4<8YO# 'S_ MC_&T!'&A!_#8>7X8+*\$VV6?O!J9!KB1=FID>?
V6)C!TTG=AF1_:QEQ;%4A M7WML8PP!EZ66:&.LV&=T'#7!JL!TP=@!T!^R-K
_&J!E!IU\$MGO')Q^YUT5>|Y&:=_O.R6R;5) MIVV-FM*A4^U> ^1P=*@!#;^;=7_!HN#MV!/'9-
W/SP^_CDXZ9=W7.>W)T<'Y MN!/?DLU:_)SF!KGQ/O:303F^_#T7?FT
M\$X79D=?_D.JAIOFWH*XO>M7PSC%G_ MMI:&.CYX6Q<_@M=P_D)@KHM/SE@)!I".&EG-ARZ)1
TN*JYR"R4@0!1Y0Q9 M:N%S(CUQ2&7Q-!_ (H1?XL SRU:0*>ONX":JVD(N=^/CCG<'O:2>=?S)7;_
M'FAYR=1G?]=U@^?Z]=?4>_J.>G'JGD!_OT55LW;?B^:D!2Z;_I30^NBP7/I
M^HNE::!S;)Y= P+!)N^;S;G^5UEW=1G?]=U@^?Z]==-SS>;HY.GK1H-7VP?
MXUZLJOJ%:K^6U5EM6=47A!_L\$)40QDYC>/B!J3AZ'=WN/'OM1*^>^<(DD8%W# M!219VP?
3TO.M^7QT>KK4N)01K!H2U6@H9.??*E8/_@N3\$ _Q!%KMOMDK SIF M_F)?>FU.ETT-
\$!+BX+&.4!%4R&/%'ZJ@4C_E/N5Z+!'"65K |P:<_0>K.1\$6 M#LLIB'^@@4#-J9QQ*C#/4Q2?
FHE#LEO<4BKD9SU.I:4#@ MAO2I-V-1AD('?"=-X:&|FP+TK3/BYADIR-6@;!9I?A9!W.A6.^#\$NK'7&#
ME\$U28X>T>=+D \$W'C%\$-KWTU!W00_Z5YXI#5Q>F S;S<_X'4J_716+O! QY9V+8*+=|EX(95Q"*>C!E!
MS<^UZ%Z.&2_Z%\$O43!732ZZ)F MH9RH*;;+"C02>%F!81UP@>N8>5A9&2;_#RE" L^O/010C-
Q6L/1AE2ZVEQ8#G M*58!1@T+V.50+>RKL=G09FPT*69P#X56#|_K*33G*)\$7.395DR"7VM!_, M:2<
;Q8T0>9NN.L@B\$1-16T\$/9J?&%:QP;X/#\$8!4O,C95PFN45F+N#>1W

MTL%PCJ,KS0L(OVA9E0XW=OE3E"R"K#YH_P,)O(A%FB43_OJ7
MTI=_*QEJ&,TJ\$'Z46G0X,7806MX&ZG2&BD,)5_Q/AOS!&.E21)AM+&=@P2^M<6!PU)^?
8K3)G4H%*/\$ _Y-XE-NIMS9TS9>.\$>*OOQ*Z(3%=>0XG5;6--T!*;TV+/;V*QKTQ&V;?Q-MAIQFD3+?4"=
H;FH11"MI#Q&G%I-D8J_14IQ0IH_E#:#*CY8^6Y?AT*UR"GSK34K9)%BI(KJ;D@C/L'\$5AA@ZL"15H/LIE;
MUG8FDH\$21SNENS9MJ.G:NHMG'+G>T?Z>OJ_W0D-\$9_I?MX:3#H&V.=;Y?08UG;5C#/2@C?
LR.*J.BK5BK!SU*YR>#Y3U)CT4I7-.M.EV4W0YG;*5SYE;9I_PQ^%^^.(M>*".02*C-FXE2))\$>.Y5*?
++JD;.0TBX2_M>#TD141780W[5%&L9:2F[5JI9I4K&F=A?^C\$XP))%/G_Z68C++=KB_WUX/M
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(PFP2)2+<3MWX!+OR\R4E;@Z'TR15=\$2K0#ZBSX_(^F>1^VZ:UFBV"L7)(NZXHQ=^Q#L^*?
6%I4+)S16A(>E_%I)97S(Y+?(><=>W;D-MW%G'SHKAG'F.VI\QD4ZJEOWX?"/NT\$"H2LRDHBDN;E
MP+;A@7P!-=JOI'JX"Y-0P-9E*;7/-(I.Q;S2X;H#-I.RCI%.P^*R>H/R-MX2/MRB03IK00&W@.K9CCFF-S-!
IKJIL/I:(Q:"CV3C5A,2UL.Y*C%;25#0R-M5^_!A\J.KNO1ZMF0<IL82KF?
W#V2TFFO_Q-PAIEOC-.SOXJLH:=?6O/7*KXN&GL4Q0K@(((%H[2/E=72+-;2#??N4S\Y9B54DV)%0P3
MS&1P3\&DTTS'\$A.\$0;HF"8N!NB0U7O\&I56>[V%GG@>%'.+NO5&1%Y2[JL.S^..MM94
*^..3N*S.W4Y#B%OZ>H-@P.T":X-M*.4IUS5B^2#+\$ITD/X&UGOQXESB89"Y!#VG-A;G3
329D/W1TOR!*1.G'F7_M/V'L.MP#+R<)(HTFWO)8M7<8+N6L/C:8%D"N6H6J.M9?E27I'8?C.DIQ>I
M)Q^I?W_H&39NJWMM;G/FU893"Y@?R8#CR\((D:(W0=+IU6>8QM1@/S\;@Z
M#XD/7N/?"S_%3FWO@X5IX6W;EIN=?WE^H@GJZ05;7JKVXDZIK;TFN1.Z*J-MV.JAY//+T^_*=\$%
<<&L\$S!4SW;?+.%I-15/HXP:1,1)2:"K_F7/0Q">\$S=M(VR1_#0I2D(*[K3K&)HV#<+TX#J]*\$R
DF(S.PTM<-Y\OKKH_80"!D;IA.PK;#E<&70&DT-2..T_6>M\$FT2)?(H45%
(212B&P78S+=H[P1XA]9212"A\FI("MP^F>_Q..*UDK_M>#)P>66;#;<62-\$^@#0"NHN1:T)P;X1OPB0@?
OBD>Z'BSE3SRO.QD->TR*3_M-\$1V)IHA_0#^&69Y2HE_&+*IDDJL>ROVW2[HO%IS!=\$FFU*P.VMP>
@L<1Z_M3!=\$DV/7*Y;OJHSORQ<4YIPC:9'P92=/C3RN(IAU[\$7RZMZ5"(Y;-4I6<*5A^AP&XE6A&U,X"
MIFRB.YJ8G"%Z9(\$_.9U_W9EX(-VXY%KA#Q\73XY?=D4>60QIGP8.V0I+K6I
M9"5+SQ/CL3FUJ^_*.*J^I;5=OI-B-N9*_9.Z;I9!M3ID^,QZPS?IYEG#W?
VTIJ#;Z,W"/R6\$&)>2"16BXDPV\CW11T0I\$@_3C_Y_MUIR77;9Z6VP>;>LW_0CQ#C\$Z4R#GXZ3-
*9M@;%'=-X4=G&;-IW@T=&WT70_MHM""08MBPJ^_(#Z%UROGA(N4J_SU8SD)"KFKW.5(6S<9\$RB
5IADSUQ6VU_MV3/H/)F\G' T"G_#"S#YG9=&-I=R;R12WR6HU_0%J*J<""Y08G%IU5
M\NZVPT4HIZH+M0Y+22ZF7\HFY?J-AP-C">-?%2AN#/#C*%*R:#@B=S^A2_ME(MT-
\$QE.X60K;I;@7'!%?J\%CD"N&=8F3_&X":C@QA;PW_9?&CG/IC
M(02_I=@0ZW\$9_D='84+Q20&D&SLI/LJ>DZQ%G6Q2=-,D+'DLG(='56F(43Y9_MZ>RIH+IO(82GI\$;-7R
N_"N0L%+R?PL"BP\^WA+LZT%^"I/_M9SJFB2HNY4+O_8"Y_MVZC:~6
<602JP9831Z8FE8!;=1Z8NZCRG""==RQ_ELV79+8XFJ8X9JE%-J(M\$M\$MAR-S?
S!%D9&@FYX9HW?)K>I-G#.'3IT0P4E?BEC!H;-%U
MX>'XQF&B\$D=38I,^0)BH&V5DF<9&G;O5LX8&XF&.!Y'M+BQ)I9+7*0R\ MU4%>I@O*R>
(I&%GB)_-9+&-*F-FA>8Y!LIBYTA)H4XCP258LY&&=>1'B:I_MH_PQFV2
88R3J;.&/_QDP\$==+.=*TR\TWJK_.6);+47I_18UDG2@FG\$ MC2;9PYO6&VQ-
CMU;PEK\$+K;8QH&I;+8PDRK-OBOY@IL4\IRONL4K228?D\S3_M(O)F889+O9B4FU9H\7D8"
(&!*@DIXIK;35LJW\ZD9VS+)MKG1>T\$EGU'+O6_-MBU#EWF7)VI2W@7"G/%?&V+9?G\PON/M7QGYH)-
Z4Z3W;%*_6UF0S:TO6//((M*P\NJ2FI;5%P)60^OK1=)GVD6I4^~^I2,VWLY\JH;5*U=V&:Y@\$MX%DP>I
M0+2UB3XS"ZIG^D=VZVWXBDHIT(P9(3>#H7YPN^AV\$;F=
MYERL";JHBHF9RL;X+TGT%6I\A#U"NIXI)>X(Q%)@3DYG;NCJK51VPY\|M(M=B1HO-
>=#>U<(4UE2S2S<+GCP%F""(2+ASC#NG"3H\$C_XJ<%;3&J8?K=>M4-GFY0(AX\$M1H_Y-
S1JF\$2R6P\$I@QO%?6_M?@HQ(1)0Q-S\$P\W-O4M;#YT&"I7_FUBB-/1O:(IS4%IQE0-%H-AJQ+B6_M>
<&P2SA,"O<86WH_M/3.7T\$4W2AD8*AV<<-;S\B!&PYR;7O[8].4)I0TZ>2HHP^1@I;K_*M^W/GK6?
ZOB)?@YXBVWK^_/5S8?+M3Y\NOEQ^_/FT9ZGM!/6!N\J1+1P?MCJHOW_/&C^YADIEQ".QJH'I7HSI>
M1(W^&0KQ8H5?N2'P_F6Z>I;U+(I\#_E/R_38Q*EW@Y72GDH=MCA6L<)-7;L1_MZIXI
<6=ZY3&!S9@K&%2I\$<#O9.)CIE@SZL&PF+\$H@;-6S?CW>I\Z'L@^J\I4
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MU66AD5*BELDLULG8E/G0!8W]>TG2<[S;3-9W_G\G&P'^ZH[3D\BX^C@B\I4^
M&'C\1Z#&5.D"E@BI@0.5YI^E8+_JS4H#U!\$\$.@CLN;B_#A#!""?2Z*;
MZ'PPWW3WY=;KAC\$L2*_7X(K^E7;J<&5=%2<I;GHX)VRC+'E"71"-I.U).MON>E?
Y;&WH)5FLHU;LQ".HH6S3&J_47U"Y='P;X;B*5H2)Q8XO%YUOY9G9.!M6)V_PSZ70B1^
2^LR0ON9.TWL'9I(2M4!B%3YI=E8=[2)&M1Q/K="3ZT-B_MU)2GW@<_3<.G3JE!\$R;W-
/*I>Y0F@D=)0F.?VRS4E/HPTUNFZBIB#';#J+2KZ=;JU\4<^E@(W8B/5K;!=7/MD!"#A.
Q(Z8W'WVKG+OZAW\J#?_##/8EZ^+2(DD5O5G/MR/&0\W1?UX/TG_M)N\K\$H_-^2_XFX)O?(L3)?
("PFOC_Y;"N2RG.6QYIU%6I'WRRR^7_MUQ>?
O&-77_IY=7/UI2N7\$&K&+P\IND02=&A;PW/^IH>9OP)2N9
M@&Q7W8HKNU%_1;&@:8%^8U3"JN&C;!NFSF008J>TXJ%-Q)M5\$M;PZ%X-2_M1R;8J;1)
(VW'PU3OB5CE@T&N_X3K65)ZR7SJO@?2F7\CTOPZ&6Q\14PE#;2
MLO+=YGDRG@STZ&1N5\X#PM58R\$;@8IC)H7^Z&WJS^~^I0?\$^+I;H;4E_\$'XZ_MA9N8"F*3)A-YUI95
5&+IJP(25Y0)N_N(94\XH5B03LB6+XER&.*5T%+FLG.24_M(7UQ>#VF&H\HL9*432XH-
-4.YCT1FP4R5UP\F-B\$YT\M62RLCYP?91NTZ28_MJ>AJ-="O)+7X^LF^#("28MRR0I3;Z+8XK@;Q>?
IPKOIK3*D(3%BV-I\R+'@KE8/MSS(LT*."?/MF=K3\R0MC=
(CO9\$G;5.'+IK\VE5DMF^I5UI(6MR_HAR#@I"7AL3)IDTRH=MQAI?JST'D25(VUA9)=-
.&SVH*P^#IPBQ@PH_3N;I(8<950=TP.6+E*WN+?-MPUBC#LL@WCJH\&I6>JSJ("IK\DF0IA8Z-
UOY^U7)U.L&_O/I_%I;Z#BL2N)AAQ)=&
M+WG;\$EONNJS)9341=3=\$BZ/7#V\QKGCE#F5R5:C\&B/R"D0F)B""S\J\$8J_M;%FIY
O;Z>A2"8IIVLP*P)^PI?99_4XWSDVH?XK-STB&?%+P^4X3E\XPM!+I,^<="1#LN7K_M%D@/'

QUK!\$T5!+ #48R51, '@2RA#@5U=V#KE) ^!-!T'.9IJ<-S!>?R&?\$) M/C9APT!?
>S;7M+!6<@CE:7(NO/39A3FGG(VDOR-PB M;"W6I"V!9M%@Q %'O,*!CW]/X+4%5L
;1W1X!0TVT\$)^B<"VV@!6I>6*?I M75B***RQ?E!|MXFD!)R9VV+!%G^\$G(X.CI^W/M
M|66YGR.S!:+\$6.3=D6_4_] >E3:WC239OU+AF9VU8R .B!O=,1LA6_) :T|K"
MDNV83QT@"4EH@00")*W6_OJMK, \$2)#BC0187V;> ,|R5X|>+!6_)W-!79S,AS6PA1V.5""% "AVXO>L! '=J
M!6S!|\$=10%O).(E!O J@_4]_.FYPI\$PCT*0;|2N^O|PZ/2W U""%&A.NZCXD@ MX+\$29JH^>?
(J:MQ'9.DWX=CAM4@4|^+ "FO%GELT>#C*QN^?Q\$1C5,-LD)@O MI^'4HG1.6N14L"9?HM&3.)!AOR5!-
NMGYJJH%|L.DVC \$|W3" +M+9 Z9VB2 MXL_EJD-VARKH(O(X0D:N;W(2P/((>XJ6I+|4ZI(HROFU|
(#TX6V'S;|AX ME|OI@:C+>V*);<|_.7?3|(FV=^TBPVS>?1EQ@O*X E-@9*SRR-@:2 "YN#87T
M3!ALE.3;J)2!ASC:HZY-! T@? ->P|]=>(T%#| ^!|3CD^.%B!|8Z"=W= M%W?VN7Y Z4W&\$N8O-M5=R
>|N|&%O46!N#\$91FPBWH3X,T_ING Y)J37%LXOH4 H8E4CJHP*6>&YY M596-0!-9!JSO""16X2!Y(O)K1L3-
KQN!>R.X64!;IOQ#2"B\$/3H!1A.FTOWM M|JRMZQHRKD%8HV%B|X_Y*X/2XU5,@M+ "X|.#
|T'H\$Y>ES*0D6A,|D)'Q(MP!X^)|U\$74@;OE+N-) %C)KLGSRUJV6GOM-UKSW,-5&/N3@@!|FH2KG M'5
M+!A*I5COPLJ6#;!R01(<,0DU#EC/!_E..W\$X%|JE#T%W%- \$G9|>|PHUXTUI-MK|SS|=WV
&E;=J#7XW*!#UEPL&+%|&FR-7N27 ;D=9#KVOH^8><35G=U M<7U.+N-/-
MTM50/P75Y|3*XO:F|OKI\$%X|7|Q=4Y^7AZ_10Y=-/2X)56%:T3 MBV@_XD#)|QJY3YY?
\$XVT=>M\$UTU3(-|**#R0^Y""^8?#GT07FIU|H MQ#QQ#(->W7!6_K|K!5-9|!_K MRE_2|AT_)(%SZYD2^NF.
<>(YGDG.(=Y?^ MD.FH-;PM|XUJ^#?J?535I_##<|_! "N-V@Q_K|V UR82H(O:JF2-Z6ZWJ01*_|_CMC?
R^>O%^?79W9>+6PKQ7V_7@->*%|JC;8/ 8A &Y3*!1 M3M0=D;N\$=|(9D.O2=#3R! =XB'\$R(%^N=(|!#-
/^!|>0U;#|H^T32V^?>)|9SXKJ^OELSMGV| M @Q^>_ \$AC|TPAO*|)|
W9"C3DSA6/Z#K4)Z=CIO";#)|9>Y"IMD?^_H|_..0MC M-Y^&_N+B7@;2Y(9TE.&QSJB/0)HO)-4JB\$)N*TOI-
ESQ8=&|!(K MK@@|Y;G>MC|=S9L%0ZWZ!|!0B48<_TQ-O'>%Y21-7G2*0FBV=|'XB"?R,6'.HOQ\$N|HQQ-
8|KYP+L7'U#?I @2Q|D+8,0*CR-@ M)PP9!;'\$.CR|KC&|I2)*!|JEMA^_L^:Z|QN;""//M+ZPJ@*8N?
6:@2C(:/=&@ M9/ X6::2M4K D*^_/_#%Z?<%&G'Z_720_0H_ |F.*)54W|\$!^CV0(X1*^IF@ M.15.EH0)-
Z|>0V_-Q=MB\$+_E@<_40Y9!W5:674!R6J,6)3G-\$M:P|!%:Q*O ZK|\$|931L-(!2M3U?L29| MG
F_!LKT:#SA;\$HM5SF;M<=,'AZB+B@%R%|N(0/TB\$OC*2E|W5/O|"8I49" MD |VS0B!| M2E).-
F:Y,E'191.HH3'C7PMAF'Q#F7P9*T!LE\$Q&LU3&7"J"O"^0&9D8\$|/. M+E6'\$2H;P6O8^R"WAYP
"DF0(*8_Z;V2YP\$4|TH>>?|AX%6F?S^|HG|J\$E<| MY%2)|I/L,M^&YEPSUI|+
<|Z<_@14B#1G,52TOK)VSV'Z,Q)|8+WO6)R/OUA MR'@4>3'O#^0|&|!'@RC;@7|XA |)Y%2^8*4MP;D?
)R-FG^N"U' *3?P1U". M*G('TZ1!!!\$K>#PC^FEGVA@0=&EU!DH"W7F>17!4NR M3_F
8<0C'!&=SX=UO#GDGR)ODGW*CAID5Q5Y|/@LXY?B#49|8P-|6+C."R>E M|9 |3U|
|!\$OI2O(LV)|@,7EA^;_DF!RVV>%P<>6|BO::W6N_JE@|J5R?/(: M@N4FFC.(7F80IQ*#K.NB18D?J4G\$?
&I:VW,#\$A1)N|95MLFA5C.|?ZY!/%8/ M/ 0Q=#<>42WK9->!%1EC:S75ZO6")C;="E0 ""^4?|!%@7^,=?
|/_AP60%7:M MGEXO46|+)DR-@'^08P. @ NZV3.|JG,U|,Z>|JDE_1YHQ*>#1K #EEH)C-O
MX(@OY+3R.V"X(C|+*PI4!4,81)#33696B V/=P_1J|V3E'+A=DQ\$XW_YB6K^_M-
DA>R"N(E'6IS|+13|G'I/L4=|I'FRZU"YLCH='F*G^U'+)RBX#\$Y#IA1;O MU%|PW"R|JL3);
<^,V(5(FPV"RKH%3@6!0_\$Q:Q)|1T/*=PAZ?+Z*_4BCR M3C-*FO1N)9J5O/&?
E+'C'X^3K,\$Y8#0;R^<%0YRE)5G12L ?G%&SI3Y?L0D@ M5_ \$3J4K
WU7|K.9P5/2#G!&8P3ZPT|7IR;3|98MC10TSX)Q #3Z,3|V7W\$O M5MZ 2I^6!61<1).=%B?
P*J+Q&BB21TR+M(OU!G!&^>%_A(4#^C;Y*|!<|)X3-LM/ |C^2.&PZV%N!&:>%R!8^\$O(SWTD M!;
(5.ELX6HNS+@X"TI?|BR>L(O("ENF7Y)MXCBN9LH7<*HT84%Q)QBP M#7,9SLHT1C|,N4=W9-
'=@(EVY!>BS3M0 Z|!#"6VO14@Q&+RX|!B%EA_4/ MNK|BIP&URD10M"BYQ%,8
M|,267Q!/T*%,2L/_D<97Z;:SLN|("LP&8|H*F%;J'P5KE|PB-GRY/(+8? = MIP%KG,+CX@?
X4S8@|OB43H>UDGHER;=@|KX2;E7D|JOZNRQ>|KR! M#4!;)Z4=E
MS9*DI_ "T"KVT.FQ6A|V5'8#|ZK|YR?J|&A&70V*;6Z=999N(I:.*9#DU,(XY! M64?
B80;|;G<&46CLO+=@ \$H;PH&Z;>>|W* =8S!|"";,%?G|C0\$MQ M+_H&R=*3*NT0-0L;9I5U'4?
B_TF\$8&&6(YZ M'X==+CV?WM?89+DT09;3-E9;+M>Y;-MLN>;N+VM9%*>="A9WZA/O%OF*SO;
M!3_06_|J-K/X,'>G+NMT=|B@0+89W4B|QYQ|H1.CY9A+WF@-'=DY" |;UEETB M;RT^+;MCU'^D0?
SXG^>B/@U5?G=.;?PP?Z7"GW=E/'E\$S71;^W"Q I9|SKA!* M+76D&_4"@!F U7>X2K8;2,GB+R)4HG
MXZ;DY+;V_CV;6%R&"T7Q?;V?"N/Q=V:A=A4\$D6MQ#|G)'D>1NIH%|LC-Q M|+2/"=!
#R|_Z&K9!Y784HFM=1;|OJ)+7B7|J\$=#0|O7Z5I=VW"!|H R=*MC M=%T_<*S |5PG?/!^;YM9F+=%-
LOI&=96Z;|+|J0D%=(NR6J)#_>WX3!7.OJ^ M^_3E_ S;Y3EY?_J!|?+|Y>D5N|I;KS?W-Y|N+N'?
9^>7%|_/O_Z;G%Z?D=-/MG|YO|T^O/YUOVYW"SI^ZKK>)KR#)=_EXF|N9SRX5EA)"KA^,IRW(=;LL
MUR(|:261CZ>W_ |X/|>CHKC6&7=2'5,14Y5S)&9A\$DE|^\$|H-0KK& Z0*/H MY;5*! 4T+@Q)F79+
MB;3|E|""C|7HQ>%XMH1R^N53!+RP04B O:M<=<=%07-V?_2"=2?Q,ND&:1JP^
MBQV8QZ|9LX37"MX&@Z_?4+=->#_@DS0\$?>TPY5|21AWZ|,\$'^#24Z0T@_2|<M>V8)%<?^0SX#N7Y,?
|/%K*Q&L9KUI|KF!|FX)W33#00:QW^3K^ M_+YYO+RYL9&-J%SDU@VE)S.4DGOXGH|_!
E_"D4P>N51\$O|L(+?;"J' MUP^>N=Y*E_?%#1Z#;##*,|8BT%|A|=I2|""|0&VF(!+*ZT5%Y.M464-HG3.A
MW?XP!OW3|_!T""+ H'23*B<"K3C|YPO!49A)|*DT,B:2JY!3JC5_VXK+AH M8MW-H>|HX4/2B1)Q?
3Q.ZOS.OOL3YX;|T.;>CSPE+|*:@ECP!|Q?02 MB-\$|@)DEGIS39ZE-
Q^,TZDSX^5>>'+;+4|J7|4#_UUMM?;C-|>E&XN+U38M M9#/UENVY>RF|THUJE-
T9GK7YT;3H#|NS8KJ\$%8(6"T3D?7J42 V4S/C(RBQ M>*.(: "LSK>&2Z |!|QC<^0%7FLCY\$X,8;?TPI?%-
J&>#..\$405D|H|L /5D MWE|KR9P=U)|Y L|W5\$|FSR4O#;?ES^_D_!1/2=G'#^3N_N+VV^7L_?D9N;RY
MNR/23R^_G9/|TX_PX<7-|6H,%&NCL;PM4|<'YWLY|D:S'C:(JTWZM;YJMSRG M-
IZB|)W<9P>L&"YD,Q|!M)?1P Z5X_R<)|OUU=T!X
M+>HAL.BWP3B*=VM2D2@_M.7G|!%NQP|J=X=TX&DZXC.OE,EJL*(GM^0W!|!> MQ),-MK989A|;|A""6
M1%>?/9JZHC7D|9\$PD8S\$7SVM|>@:07Y+UQ4Z|G*1C, I-WRD1CT8 !2H>_B ML+2AH|J)SP-4MUW-
5E"|3RN;S< /%0|!_Y>J@V%50C|7D*U;IK-R"J+e7R MJAZJ?991LFJ('R4&Q0#5W*'
Q#EN|8Q877I2%2/U7PD *M-HP%A-6I_+^M> M7\$.#XL|J@P%(A;Z+P|*V@FHD/OI75_/I)B2K44-UF?

9_#0V*!ZH/!B!#16. M@FHD/@10;34A68T;JLO4+&MH4#Q0?3 4;JK*JQ&,*U;K*5N_9RF5,D1H: M%
J6'PQ CGZLJA14(-%Y"M6>HY+5>SZ^J9N!'QB@FAOT8 !RQ% M7%=-!1*? M!Z@VFI" L+J=I5\$TZX7
9::MH47Q8/7!\$*0ZYS5P6+JM'Q-8XR!8,W(5^_
&ZL;0EK\$@M5'0%G\$8FK%6<0\$U;,*5^_,X>M(6D0.UJW65KMZWPI>1M(@8JYM%6<2-
U4=%6L2.U;,:3A'1U;,:5-15C-"R;/#6\$M M5H!5PIQ'P%G\$8FI%6JP>JK/J:MMH0K8:-
U0WA+5X=:/A187\$U&M=56(TJRVO M">EJW%G=-8B%JP^!LXB&M=56(TJ\TFI*MQ8W5#:
(M8L/H(2(M83*U8BXB@ MVO15MGK/5C;JR%I\$#-7-XBRB#JN-HR(MHL=JJZU9ML+JO5A9!)"^I(VD1(U8+
M"JOWZO"*M%A/_%18;2C2(B:L-FAL MK>+JO3J
(BW6\$SJ4"D1Q%A%!M>Z:FJO"ZKTZ?!TYBXBANEF<1=QA!5&1%M%C
M==O77,-66+U'AZC:1\$O5C>+M(@;JX^*M(@;JQW=VS-K7T*!&G%GBA15:3% MC9KS"\$B+6\$RM:
(O50!4HKJ90W6YKKEOWL!HW5"0.8CWQXYB+JZ7K*JS&@!6> M!3:@ "L2T;8.U64068IE)<=CS<A2H?-
B@60SN'B+I6.!":JU4 -JGD&'5N; MBKA83P Y^C2(J7B+B*#:M7P:7M<^M\$8-
U77D+2*&ZF:Q%E&G0R)X=7A\$7 MZXD?1T^&,150\$1%4VR#=#5/ML-6ZH5KS%>N*!K
V%7\$1\$U;:IN;7/EV-&ZL5 M<,&>^*&PVE3\$1418;:F^YM<^78T;JO5QL9\XH5(@BK>("H-9\NN;)UD/\$IZ
ML:9\$/B/0@/G:S;:VAR)P7>(0:4="CS!^PH3=N.AEHSWEXS3%=-@^O^CW'0
MB4Y>>XJO=5\ET4CPV04C:-D!\\$L:QL&8#OJO+U%Q_/1+6!2-JV@?..S3GP0=M.@*3!2Q/J(/S6?
!@EHF#H:C\!2YCU!T6@8!Z^_1/VGNQ'OXIO\$+>#:009 MD8,1X%+;
I=;KF/#S<5**6XLOFVQYY*.6.C;JUJ^OOAKO=7.0GMC)5!3-?CS M%RTL'4Y.C\UYECOO60:K<[H-
TC&YN#BY;1&[C#1:XEGY WU*IZ_R&)YTTC\X M/F&(DL0OP2OHYD91X=9>J/>Z\$#.Z+G
MMQQW(TV6Y\3FL@;1H;>3R8A!U4<3!:-1(XXXI&T61QQWP'T4
M'''TX6C;WK8">2WV<\$C+IWF1NK4VB;RV-L=A\%UB4&V'HOJ;VA; MONH.L&>'5_H=I
<0/E3Q6\AV(H%KWK6U/\$!Z.QJHKJ-!V*H;I9!^!ZP^JCT
M.I:CM>DWH.\X;JRNHWX'8JONEGX'.JP^*OT.W%AM:JYGJ73UGAV^COH=B+&Z M6?H=J%.@1R7?
@1ZJ#4IEJ_?L\64IT,U/U=)U%597CM6"J\$BQNTU(%V-M;J:.JPBE=<3/ZIS72RF
M5IOR1%#M.F8#LM6HH=JN8\MQQ%#=#K*IC6(DPPG455B/":MUO0'- \$W%BM2(OU MQ
^%U;8B+2+"L=V&G"TB\NKZTA:1(S5S2(M8DZ!V\$?%640/U;JL.25OCFBC
MQNHZDA9+38K\$GLUB+98I+YK(^JAXB^5C@0BO:5M7E2#[K;>Q%7%QI^94Q,4#
MNNXQ@3722I"L:L_R7/HR3"VXBUB@FK+:D#1'FZH5KS% M>N*"'JMM15Q\$A-
6FW!;:M4!9X\9J15RL)WXHK+85<1\$35IM> RJL<6.U(B!6
M\$S!4"D3Q%A%!M>%9#2BPQ@W5=>0M(H;J9O\$6<8?51T5<1(-59GO; NOZ=@/% M@N:ES?
^::7,F!4>L\UPUW8(S1G W\$GVV^Y MSE"URE6M 8G5L:W!R=61E;F-E9F%C:6QI='EA9W)E96TN
M:'1M\+UI<J M(EB\ _?T5>*MF^DH1E%K4XK6Z(U2R_*TMY'DZNA/-Y) DDP; M!-A8)+_3U+9B(! I2!
@ (Q,=\$EDR"0.'GR\QGRIDE'E^(D4F RI/533S_AG(I).WMZ>O.HN7JT3-YIEW>'X\TS M3CZI&!\?
9RH+Y=-?7H*_ [M]_20WZ;Q;JH\%ZL93P=I^44WRP?_)HF3V_54\$V?S8^/CO7^C2O_IVC;:,GI?
I_E/OHV\IV=I_R\0DE;:> MDS@)9++GOV\$HEJE\9OYX'JAT&8K5,Q6%*D)H^G^Y';8!&3;.OBO;:36,"
M3#+EBW!/A&H6/K+_J.GC\WY;N.NCX^!^U.C_9/'JUOL7XF^3&/8QG0HK_I M.C\Q?QB*8(F/K9X?*S-
X:MH\WB;0OE='TKX^4O)?;3O\ _#BY=GXSW!2;F
M0SH6SP\W^Y^8.ZLH@/P;:_X^,G^\$7SZ".FN1NL,\$Z>_7I_<\$M_RW^L;?X#;
IG"2_=FC7RKB0!_P!3\LFY?& MH0H\0XDOY""^TP_?^S7:DL1Y@:*!:=1A%M:5RGR!82LWYS#PI7-
6;:RG+"-M)*YIS/>U?H\X/D^NZ2Z!6\$=0QRZ^\$_16?SSBP7B8 ER<"; MK;:2E?OCH^ ^KT_-1I->
I5Q=7UQ=F5=_7N!8?KBW=OK\57UR_V1QY;=:>7
MUV/_+Z^G=_/+H>^Z6_0M^!>O\AX^PILOS=PXW\Y^F*ZUA-1P)>_?'U^ M?FV_J_[FI
<6;B^OS%\W.7Y.OL<'NUU10LOS;+A>GIY=O+ZX_I=W^NKR/_S-
M^=MKY+77L8B\E\7H"!P0C6U.BIK5/B'MZ9CD?< MX4J9&WTC\!G)3(4F;J1:R*P@FF!QT4 M/Q\$3!
(/S;/TG=T0U^7_G2;%) [DW2:3XM">F<*B?16K-)OG\PM9EVG3'R MSN *>'!N(&^ _[35QJ*)5-
X9JF-WT/FWW7NV&@Y=&F\YI.?U@ \$DADAD'Z<M".+R'.U!O
J6(dQYQ=_^ ^77NS,"QHT9JWCW_XJ_OYS@J;U0=UO)MP/7-T: MX:(8:=8<>[Z3E-W?
M&Z7\BIBDBCI&1*92^RT1F=,7 NM^7=1_>ZQR!+ # "H MC)^SIBOIXT>A\RI"/2(1HJ(M!770A"Q4"0C^
M_'4_&@/ >8-MUECNM\ABX=%/_@WKX^>M^/R\03UTECLOPE#.!)!C;QEV;?P
M\JJB4\Z#\FAUW4^&@SM^_ARIP93K+'=>8%_F',#DPI:8= ./W_=XX\AY WJ MH;/L:=2#JQ\N'
>#MS^HB2>#FFA!30Q088::Z"Y\GLU%-C_9;&7S:7GB!#/ M.8&(02@U^!B#\AB41WO*8!
D&H1'=JGS192#7!UJN%XJ#-I8=VE+.*C2A;Q M-!F?Q%ZIW5\IV+M)J&9B2/P!Q:/I(-VX8U-
^""#=#9<=JGS6GSV9DFHC\$%EM*(R!E2Q065TESTO(IP6G\J ZQ8'7MUZ+?%TT!(M M:(D!K&C0\$MUESW?
97";#-S'HB>)U3L:#GFA!3PS)X.>Z"YIO@'EP"D*!B M#P5D;:B+ &A2:T!0# M*J-ES*Q.Q<&K3%H#=
:ORBI#;TQ_*0,6J.H'D1H7DB M(GHI=UZ_?T'"^UH1\&1)1!/W27/5-'(L);C!M*\$L
M!MR%05ETESV'3NU!3U3UQ# #DLX5UEQ_7GE80%YSYO.1%,H!G#\?TE\^/#S:C MW.DI/#
I8/X%S^GP9Y1J>)9(G.O\Y_?JB";PQ)H.YT?3N(LBQ?/#HJ?B\$D: MAWFV_A/FO;_-DDJZW#_=YZ8.R_%3.Y-
\$BD^I8EDI-G(KP5JH3^_4(E\K; MO-"Q@/[#ZX4:M "LQ&+7=9<_*/L!/WS0E/?
1F(R.^""K/AK0)09ET5WVK"@+ MFI=)X.#-B+@R% @WG8@9'Q0B83 MWFBLA55S)TNEZ'RZ0!#<1V.ZX
4VX9U M-X#!#-9==JGS'+#?+F00.OXZETG\!1!"L:JDH%_!14QJ(XV5,> #C.HCNZR MI^=H.I8)K\$O93
\$!@9U;:B+5M3%@! SJ(ONLB1D3_Q8S##>%\$=) M<0RE=:U'E,>5B/)IL%"12K-
DB"/AY0.Z= /AD+9@W0V83H-UUUWV?"16%\$-> M2!N(N4/88!!40R*HA5%,6
Z#8JBN^QY);:J>#H=>'3KU<-X&\$[4AGH8P)L&M]=!=JGP;9\H?VC<'13"HAW;4PX#=-
*B'IK+GF0C\/*2/4RIQ\I62J2F6H0Q* M8U_X_1H#1.4!H#AM.@-+K+G@0)(T)/13E7.A-278M:H6ZD4.C^Z
K!EW1RKJ\!UR405=TESU/%S(*%H0.B\KB MGX.V&+3%H"W:TQ8#SL* @+;K+GF=Q-%4!; L.1%T@Z.)BZ*
<8!6@+UK3%P.X MPJ ONLN>H"^R1/A9#NHB@2MFD3) "Q.APCTU:(Y! LS!HCNZR
MYUF<1YE,EB+)AFC4H",&'='&NLN0"H<52(57!8U.(A7-O-?BEJ+'#@SC<&-' M.SO@9!5AUPT("X-
=UUWV+)1&*X'3AV4Q* DVE 2 [K"H"2ZRYZ#S&HB&U4 M\$8\=-:O_+D\E\JY\^GDLO3A206H3>|N&-
)ZZE\<JG!UY?AJ.)QM\Y# M\VJNEIYZF/4X">'DWAUW.K>DA'A\T\I0>>8@7KKC1?YE(7V+Q'+?

!%U^D^225_M_X?F+5;3_:'>W"IGICPZVHIL?=?;D'GL?A6JE?#7.+Q3!_6!RE!0,^MGAUYG_'1UB_Z=?
AXGL"17&JP90/-<#J'TSD^VAZSMING\Y'W\$CQ1K/(JBQ?+M4(G(EJY9@7\$UG-3AI(+!_"#2?
U9)_7BU=O3ZP^7YU?#*1Q.X?CH*V95_?VW M2=+!\$_W0QP?I)_"3Y\XIX3#LT0BXN&-?ZK@FP.JR8>
<XXB;L7CP[*XB M)FD5QEGL?!"7 M?UQ<>:>O+L_/WYR_06Y);M!*)5Z_=@0@?
=_U_/L.SPX/*;H&ERT\$(T)C*!ME3+ZRZ\G3YI?Q>0NX9ONZ';U\$!M87;&N\W2Z6?L5SWG_/IAJ3^YJL/
MUQ?OWEYKZ?M'M2\2T21S004@H)J+BV1BU*QY(=FY>7K\JO\SR=GX_OWSS
MX<7L;@=8HU6JY.\$GY(TLD@D(O0.-^>GR M+TSS<S#L_!\$8>HP%KE&3)36QAE)F MG9
SGA3^W!.>'R^6(EIY<3(3\$=P@(&:2GQ787='HV@/C20/Q6V*85BI>_JV MJ?
22^0,KI0)_"Z>3I4OT5T2F7>4!/"R<9R_!C CIT_51A*[WTH?#GRQL?E MCR\JC\$8R/_!-
LSCR_GAS!&1DGC3RP,I^&"M=!)#*&YF(T)OE(A%1%L,9W-'O MTN;VOC++:=GU^>HL/^M^N+MN7>U?
IK?:LP'A\$DH2;JU\K* IG6T>C@*^Y!O1 OKCT31'S1-C=-XS", M;LO@LZO/0E E2T1.MR9WZY?
^"@#_2F>E2X\!M0_W-R;H?B@=QDW2\X6<MJD@5\$Y;4-A%E SYD^0\$T:\$F)7D1@-H\$)>SI+)&#6-
T8IOY%\$H4S!_T:ZZ56#W M!OCR\$GF!C_-!\$AO(&:IWOI8JH0N%%L?
X\UWZFGZW\MV7BXRNT*Z>5TY\Y%V MT&VXE%/P">AEJ4:C10FID/K\VCLO9"^7\$Q@!&3W-P&'A7,
&\$8GPA5MX\$ M_EHND_A&!OLIVA=PS\$+5B7T8X8'A\!VX>5GLH>NYE\$D:1^#F>5?Y)%6!\$LD*
M/VGL(Y3N2VQW;=7C MXJTFX?9%UF6)QB>/AI\WW^42C2Z7B'1(004MX2?P5&^6Q/GRVS)D#X.JDV;J M
&^P#)YZ1=1"TGDR"1%F=3D&>W\WCA3=6-!%92)*DW%_!G%&<>B-EDBU5 MJ&1)O&5(0+0V\J!)*?
*\$+*HUDJ\$WUZZ\YL.K\$A)AH(IL.54DANXTP2,A;\$J M N\69?MIM=T(IV2)1,*@9,@_!\$RDS+9H+,-
H'D'L=!'F"^!0*6SG/@%!\&M1OD2*)5I(>5I>V8!UCAZ2R-/9OI^9M+D)3P={Q?_ZAZP9IROQL.GU3UZZGR0
M)I:B?C45\L>KQ'P7D60'2MH?('"8K\A4-S.52;W8"FA2%SY>1^>P=UU;=MO'*
MT0:_P@WVWI!EUH\$<6<_YZ^_FVT\S%5G2LA_*B:AM#&+%-QC+VS:3OY MV%*! TZV/R?+!
X!)">%%2DH(2K3NV\W-<'B90YF/TD?)H*E028KPXDE-%\$>_OZDLE>%T5-K)X?C
MO\J30*CPU8M/R.G(@?(D\EV^&G\IS&ZSSY_-J(<*U.JOJA-Z5!_F8Z_4Q
M=L/^Z3Y*YTSZ\TCY&#K@U9;YI/A:1,%??CU^_!5%:KQ8R(3C#?T)A%HK#\$N MUNGCI OXIPERV6Z2G-
4,+E)Q\$?^1=J<42_W&UI\$SRO^(1/3!\$RK\2<%C_ \NO1D^?>^SSQX41+;^?#/W;Q&F\!X)-B>+Y
M9_UNU 7\!C"QU;H R0A=^)*X)(Y0GJ1I+H/=,F=\$!D;^_9K8E"IS&L+E"IMGTB\X\NA;I/E,9)M_GY+
'G%WDBD?:"URXOU^>=END1@SM\B8+H7*L&Z MJQOI'1Z,CTD.G3RE_YQ_!3HKDFH0-4
QPMOFHB%O(V33V2.KEF\@MB0HRI9\I'V29#F\<:=^1W:4#/S/-^ETE0>_#/\<'N_#C=*
MO\8Q&."&^N\QRIJ#>)Q2#+=*ETTK\!D4V=VFL4)&%!BW5;4^C-A%<JW7_M6GVC=WY^:D+&-
(D2K#;V+C#8_"Y.2.ZK#"B^IZ;=&%DAP/-2D"(2_K5G#0Q8&\$2S/>*\$+BV+Z\!S8\$&)O+UVJ*
M5\%2STR!=S:'!69#KG;;J3L/JXA4E@VP^@2Q_O1FQO1"*_9W&>UNS%/7LP\YKB_CV+KJ'L?G-
A7F5S;-;2/KL'W5' MJE?F71C&75 TX!ECTL.\$<%_<JT7%LF*O+5\$H-
!"SQ\>_U_/1D=/CH8PCP@&Z'@GMD\AE^T5V\$AWTE
M&!ZBI>A,\$9QJ\O04P2+B:RNG6_22=K>_5^J#_#_!\$"V%"KRK?&&D8(@0-Z%6?E\ M7@L)\G0I_2I_U
C>_FB0.*4E63I,I(P\^EB+A?(JO=KR?A2D5DM<)&3_!4@9;
MX20TVY&.9%D\!:=T>+!D'!.P,KQ\TSE#S+4/@4\$8\KT%5_=I?B^X\;Z\
MN"*&C4B*22ATYJ@DP0U2DU\$Q"%G88XM6+L)N1>:>7_-@3LC'P\#;R-T\BM M;B@?D
M\;Z\Q4O)K2DS&1\$.R\2\&O_HKO)?SSYK4M\%4K3:M_-@&Z7Y""AD3QALSE\$#_&;^*T=
\8N2;J\URUSV\2*M>HLMX;+FQOIUIX"W^-MR\$BS@;?S#\$/A39WM,5R:Q_L5MVH(*=3CA\$IG\N2
M#;8L1?8HWD/F.K8\$A\PM2C(WZN\$WBV\+D>A(-M?8+PGU&J D+ MQM>IC4.R4PSK%(O\+
DM_8DE+?GK\$=;\0-H3"@U M\$MK; V0HU\&I+=U.%#?^4 UGQ_#\AVV^UT.ZLG(H4A-
Z\1F\3A5*UK(6I MPIV+T\K75.OQ:6:SD^CV OC"+L_:0!\&RJ69\FBF?"6IMVH;S^!:\G\FTZ
MYF_.06NP\KRK=R\O6QV.49SN8CV)2HFB#81P+::@2:PL\AX\NG^'2Z:_\$ _M>:?Z&N\!5X#=#R?F;22C
/P4FUHV>I'+*S#5#YSP\G:3HMNM_M_*!
M&QB<'7N,?'ZIB*8"BN6.1AMF\T%SJWCH\$9BW9!4QG"91STRW3^_!_175OI M!8>^FF\
SWN7QJH>S++NCL=,4=T'5=A?HB4M=>:O3^T2+V"V-G6N,C,,Q M4JBG,5H%>GBW5;+JLB-@
G1:L=76QY\06^18 UR'_XTHZ_<:0\TLOQ8ADJ MRD6<2=@5,E%&%CS>)&4M\
\9CXXSHKGJH3+#!4ZTS_JF\!\$I=+A5MU1&I= MY%:1H\;)M\3\$"H=_B&0^1\$?!T735=-,DI
8G\$@_OE<0MQ@F5A%><02?@_ M\$E%D&WY/L_@X8WH=Y1C=FYF6QA!KIUQLXEY0K0N^IN_I(D\GU?
E;+AR.5E MOY\$M76/'3NEE17"C4IT9N05+%2<,TK\$8E;=H\X.W0#J>\$BPF_!GHU(P\
M;C\+XDCYV/TORT@QMT(G:3\$BK_LU=:ET0IE7IT%,3MVA1Z^)^4^N!O6Y87?GO
M\$@T">EUM\$A0_GH"TE)HY^=M>E%E0!;V1+<^K*N(D<_396RMOCEL;3@7CE,9G MY:'_YHH\$4^N
'@56BI?..N+1A""(WW<.<.T2?ZW:IP.66UD3=X6\$V2%NA@* M 7+(C#*,P%BI!#15WEJ1@Q\$=I0KN?
DI47ROI M(?Q&RG^*L&.U?(AU1,IVZW'W M7R\$J4\^IU_IC/6Z\$T*<X;V(R5-61-P<#(%MYRD5+NF*
C;M9JX7BEK%9 MN>5I'4_PQ4<2\%*C+2.H(X3WQI#0\&#RE@&W)\M FS@CL"."5"\$28F5U1 M,=J+&Z
7S<0V(/\$ES#(C#I!>50PE'70@G_\$(\$>/KI\$CRHP3KE??(C%H
MMYA(C=>N2&V_^.X@LY%6#ZOUK\$IC/2\4#)(4'MHMOX LX!C%3-HO%12ZIG49W4)\MLMVL*Q
YMA(*)+D)*3?+\$SCGMYB8RZO=E8FH.7V>+7AV_4,XZ;,%4 M\IR(O!PRTF3YR DB91!%0"?
\8RRG\Q3\J5)3E"6S'(=V!1MF&,(C:"YNGF
M<,Z06KY7:OE)_U++#V\;V3!&%00)\$!)#&D%Q#"F#B8'RI5@MC T0+Q9YI&LN
MP"1G&J8XH4(I&XLB+ADI?"L:4A^QUCYY/>6:D>IG;+BG"Y&(9NC56ZTJ3 M'^Z+)\$%
I)XS@QCA\$S\L\W#@YA6YEW?")7.4ZN66:E=A)MRKW\>KMZ0Y:3->M30WJ\!E@-D(-
(*M41/N%NR0!55,7L#B=;://1+!L"1PH_(79.9@/X7)@'88LJ/T\$M#22HZU
MPO_-DI8\X=-'5'2D+!"RZ*HRHJ(N\DG\#%Z I=M9H^IH^TN6%COH61;L%/0%3 M;B4!O;+IQ<+82&&\$W\
<"\$",%NM98SL\$U;4N4BPG\<I43\!%;7?(ZH0F\$1
MD_C8!6#4#&H912E=R:9Q\7\$VTMOB.P2\KE5IZ\$_&)K2XD3=75!J+T\2 M%>@T1H@H;R6#<JGC+
\XJ7Z,4"9&W#;4S0NL 3!;!+2HV=-, N^5H3E+:/ MV"6@V\!L&U+1F9H0"!4ICWHCER(KS!-5-%37R+?
YT%C,##7(IZ-5)CV""B M'_(+H^FD I-"J>IVW?%1<(W(E&E6,+ZN_3IY*Q!+K=_AMPTL,*
M9A8_S\#5\$0((HSLA4(M.B#NMKM 1F)&U\>CUOT0"+*'=64@Q6@BC4W0S"P&'W^J(<+CA.N MM-</p></div>

PAQXZ<3Y\VUXXCXIHE\A;='P>DC)3O-99(78I6-E0LO=J<)PZSTRDN5(
M6J;E+G#\$DD;2T41GRI/\$J0P@=OSFYDA\VH\$53JGS=-OO!+G'5H)YSOK@.,
M14D05XHLK"IRGQQ&W1SQK\$JL=X%63X^#Y1U.3127G5-R\1"1C
MO:ZE=FTNG>'GKK'QM9/*CBX1QSI3P">=.*1^S.9BH:'TT39KW'RJ&I-M^FLCHFT@%2@3@G39
^_HJ,^!;<1K('B',^C"G.XJ7P2;TJM%^RSTI;M2JHHU&=
(QUX=&Y48T^U/\$>8=,,\$%';B)PY(O6*!Q3%X;"X%1J1"^\H4I;IN MEEIG:E^GE 8D_!5W\$QJH%-J0(J'=JT)>
(*DFH EOM(AQLHQ\$CRU< MN;>M3=OW%/GAY>GUV>F0\CA XGDI=,;#8^?
GQ&403_/3:1\^*8(R%WB6:X3D*ML8!X<_STR2-39F3:68")G&C)=L_)3F02(%_9^OC;\$OE8Q_S1*6!TBA7//
M]=TAJ/%2SJG &W71*O3 J;8;KJ6D<#F*-E1AJU@(V1*'I96NOT*E_\CV-GK M;=S2N'49JN8Q#65H6#?
9UTSH9IYI(GA%*,=FTHGD;4U5W4G^(H++D;F@H*S MS'FNYCY#IX9-M3;NW5FS\$HNJ9K-6Z
5IMV'GG^5BF>F2N2JL&:^\$S#TPIS!WD(5\C#4C%=_
M!.*B2)I6&+!/.R6Q22@#R=2^V<[ZC1:#AXK_2LE_HPFU*!0GB+FUP0-TU;#I MU->EG ;/%*&
I&.8FSTH;5*N-2J^_,^X6D>LV8*!7"4R4+=5#EF&4 M' U6%9-
I.FJ*E;_1#^1ZT5.XLA6IF(.9.0@0AOF/CO>/NL;^HC5=L_!J)!&-M4Q&&SDCAJ9I2I4"\$??
ZI2*R@^9"!G<^5N<0\$)3?#[3/&+14(&N?ZRMJ@QNM M"EW(FVHFC3B1O;);YV8Y@PYC3?'YZ(XHSA?
XIY\$4LV;9S26\$C"8HVC (Q6O)HZE2;P9GF"?U.V MAUB_Y;)GYEA&J(M%_IFPM2,ZG)6KTY/WQ-
2G5@N\I5(FRZ481=&Z=U\A#C72 MW9V M*#J"2UV\$9\$>*Y T*Z*V&)1(HU/Y^A\$INI%'
Y"Y*!AXFOA).%2J6-Z%'YI MH>_..&6J5\$!CCJ+ZZR;=BS^68CCX!-
(E1:%"9;NT;/FK4@-5@U).&#I>NBWD=)=DU^W9H6A@6U&U>G>OU1S-3XV+/B3"Z)&Y!5:1F4W")A0I
M>(C1X*CFK9# FV=1-IFYQGI#L&UC>08FZ6-.W""*7_:J5LOJ1+01;)FJ!;AAU M)!;L3.0<*.)1-
(P')F@;S+D)V64D65R+;%XS_Z+K_0+'(=;HLTGNNX*\$9BIS
M/%VJ'4!=0D/HI&^PIF#MT>OC(=,7*)=JUBMSI44'7!AS9XBWD 0(MV\$;\$\8UATQ)_@9M\$?
\$!%<K_V4W"CZU#++ML;V6HI"?FF!KE8=VW;_B*3884C MHK0';BE&=N%L3DMY@J0
M^4'H>YO+EN!#8&\$N6^I=I@D9I%I2=*&@?8WBLA\VV44%>IEV9#2;5KQ8^ MG!;_NK0#0UIH3\$0J,%
I!FPX)IF!-(V!'-/.)U)FG6I).*MA> #VZW"AU8I
MD;5"AVR.57(I1I0>&_CQW+7_UFH<7;KV2;^\$8N9=96WSK3.LGL'&ANGP/V!4 M)15VL(6LX=,
(Y"Y1C#B56EP1T_FCK)MYUY!U"J;S='G!^"^^_AT_SGOVV6^ M)C*4N+8RG;\$9QK17;J- KNF(E.%FN%(QE
:60K"DP(EX5\;E<3C(1-Y;IKC M5MK*98S\$/NV6.P^J
INE2V74C0K0YR#P=I P1PAA2I2(U;.:R=)N6TRIYXB& MI17C%.?C\A6(GL4L8Z>P&^T6B.YI_>%M#-
%T@*=G\$K%L;=@MU>!@0.GQI1.% M'O\R9 !LJIT:%3WA(ZI.0&\Z5_N5"9/;1\$1G*#Z"ALGFYI?Q4D46<
J4>@0/ M85Q*JWD3?8PS:F4L6\+H^>!07!GF2YG'SD#!8 _L>>:KO)\$RA*=D8 M1=UI_>.+(>SD"O,&L("'
I#JH-*YJ00!))BOW"VJ*6>G;/ALQE#0\$^E::;\$;E M_.;%!JCAL+5#^G@*J!?!+3*OF-
L0EP@6L^@(LJ.W)=\9F)W\ (5='>[+ #K6J M>D ^P0D!"K"D5:NSF(I-S(XXAR5K*R^*EV_JI_QZ6?
8PXK;(P""#K(O)-T37 M3@)-+AW<[3;KM2SP^&/Q)S&W(@&ZHH@7P&3)Z(=Z;!OXO;>F/;(I&^?@A!
MB^*CGBBZ8J XGG#:=GC&+\$V.V<5I;N\;+GLX%8(7W<2Y/9/%T'J;XPMH-GRO M; QT"SH@8?
6T!^H.X.&YI"!?!<<8EUCTB=K.L.T1;I1(3<1&NTJMDJI B43) M@LT)NXXI?JH0J_-L#?S40?<,
L,+N*&R)EANQG#E ;.6X@Z.JA;>IV1-*JR'. M+^;;XU!QNZDV:FIGJ* 5L;#J?6
MH&@/-2LEU/JT*48(="MGC&-P/SAX915N,^U;/.X.V%FQ-(#&WI&I;E+!TT MC"
I^/HSZATJ!2\&W/7MSIETC)N/5NY>7!7/MVC0AF_33\MR5'MP83378!627 M*_!+T?
%R%R.C#QJ(ZFR14\$8SQ(+A1Q\$6#*8!WI<2_V8%/#"HL@2OF&>%-?MZ
MIEP@)D7Q4ZI5I&=^W#EO2JP971;*IHB139JMSKU?_X;FI/@UI^4.#M)RQ MO&I?H6T;:U4=HE%.Y.E-
)W1""%;FAMT.*C_N5_EQ.%1^_/"#>!'Y6#1+A@)& MZMOM*4.X3I+N<"!1;S@+\$0V=D-(PF5<;^4_3C>'W?
-2NHZR-U\X3@I6T M5&#);7N6R;U;C^KK_V@DU'9(BJF@S27#.25L/A(4.YPXRG<14%T"&))I(Z
MG&FD\XYHDOD/U.5;@L%I!>-2=*IC^SDKM- FUN M;H^!CX09.0%"OP&8#[XST>)QRN)/>LBN%\$I?
9_01AW#\$)Y(ZDC@U@TM1"E M.MM&N)*.R+V2K3JWXKV_Z;9^Z8YI4KC4G2?C)-
>.'7R72_GM;.G(VIRYAA8F9J.X.%6.01-OCG7BW(O\$2E;J@;HL\XQB0I7 Q MX.@A'O1Z_FHY&
(F%7*LRV'I>G'IKI;^.;^/31;YD9S=%2HB_-@I"=ZF. M\;+%\$V>QM[V+I^1P_?
IX6&>GRQ.TRM'7!'\$1RBC_'94BNKW!3% 0P!61 MU9-FN7C'/LWRA'HX0<\$0'\$T)NWU&J M@-
E*LKF49VM?P-PWAUC\A<3W8#1DYVDAB#3-9I3-&\$BG(LN;?!)7"!Q.
MAX(*#J;R&79U(H@1GK0EHR5=>QV EP#9EP"^MS+;.(=K8@=^4W-WIX,ZE
M!.FN+=X*XVB&HE=+LQW\G/>G?IO,V9E)A+M%_C;\$7*Q.WMZ9)"Z8:??#1?L1>
MIQ.8;+2OW\$SYV9^7Y#_J7Y+_80CQ M+U?(/"7M&_M/GIO0FJCKU&D&-
=NDXNY5EL;34#*6_8B:L79.HMJZN6^>?O=0 M6.?+>4=-L620ZG2;-Z- =GP;>Q MMW-XWOOL-
C+Y8'=W7?C\+!N^EKH9_Z_%O#JITP@QJ)K'J)0S#C ^TGP%M M.&2_8U!;T/(&*UH'9=EMT_I"
M\I0IV.6:D4W\$LOX\Z4_LTTSE;XFG.1A;I@IG!;12#O/&&'!DLR.(2N0+ !; MB1!;OIZ?
21.FTU(+N!*^R!L9^2LL4XN3F8@.M!O>D'SI"LF(/@8\$OY;2 MJX^3+1\J5#0 BX1
HIF>'&L&BH+3U4NG?H9#GH_L#OX\$@P?>&WW&IWN.I<>
M;XMUVER!268*%GF&3BDYGLGJ;Y0CHXNU/L\BX =-;I\$R@S>FDJH%D1\$;)GMO=;I(WS3E C;
M^%XI%:3OH\$C:5R2Z)QHLEXP3ZM56W(I97'6MN"V7+Z2.Q;HMS\$G7S.#P<(S;J
M'R(S\K(D1^F(L&M%:62I-7I.0)=^#!+73&00\$7E#WNL183S=DNG9S4VQMP\5QGM\$! M-)JKN@:CU"
<+&IR6+G3;>#S++LVP.^TS MQATYIV>^ O+&.>I>S5-.5YK/I D MG;JG"F%G)G.)XP@W>(8DQM(ZE!-
/'=8>7SC%X#I<12P\$W?9C'LSHTT" F M@P=6V!3P;..A M;K2X;V@ +@F??+TIN(#33; M;HJ)6MV\&L
^PWFE< FKP8WPD) Y/N5J;"=TIZH+>[K-^O YN=%4.GBKD1 MC0A>PZ"(#6O9;-9;=RI/%O-SQ.K
KS*F@5\$Q^K4_#?F06A^7;^_ M+QJH_D*E2<+8AT_19"OX49A+KEW55(I8FNUC/C@*SS#_"\$?
>^*;'Q=HIT M@CLR=A>C PG9=7ID,OR8-*Z&Q3%8P-I\$13\$,&0;"/
M>2ONQ+;J/T\$WUPY0&9M"3@5#7@4Z;JG+90J CZS)ST4O-Y)*5+\$H1T2?='4'
M.@ "ZD'555).ZQBCAOB>FYL;Q2ITQ3 P\$_.K2;L.4VV3%/5"9;O2&3_=_^EI M-)JR?:525-
"GF4A.AQ>.4!>*. ;5!=%;#3B+7#)5#A2S F<)6I?GC!L4V.W#?7&O-
QM6V7;XU(37BKOQL!"\VPXO.)&4\$(DD MQ10T(I0"CSL8)+#H)5;DTX)+SR5I'-YA=IOK\K4N-

!^Z+JNH,I0JRK7V<*M43W!=U>>#!GK^V6L3_J7L7X8A[#9U%)DKU8!;"827CIM/BAZ
M[ZFXVA7:VO/^ (TEHG83#"') +G&_ ;192+HY 'W*Q.FHX(2(5,6U9P#U(M2C29C4DV@Z/>"-
JC'CRH_.'C>F9>E*V/K3^SHEJ.UD\DY2= M:3VBKO=X")_ 9X)V!L.RRE8A5C826I4I RX/>,W3AT%ZAKY6?
HYC28C@%9\$ M&*2>,AR!&A8WH92MO8NB3AXNEJ1&!)5RS0Z&\$;H!\$B1A\$KJ:7.EFHUK2NU3
M3!38=,%*XW\IR)H?9Y&W'O= /2V ^**,*#POL_ :G&L_2YLD4-LP6^*%IR M7Z"84_0NX5:'!X?C\$?IO(?
\$!_ '&T!_4(PL#N!_?_DB4H#Y;==Q-4TFRU:\$X1L M-WUTUJVS*
L:85S38IV\$=!T3'5Z6C!TKZ:3FZL:IL=+%1D@L:KXZZMOWWI&_B-
MD'/(RZIN83#>)+;G29J:\$WH.3TV%T=3E(PN!*=^E\DB#P3W""XC2O4#(CO\=, #PP.TMHZ2
MP'L9QFAEP9N#2>?JJ<(0C'B\$|AUXX^/RQY>Q"\$>'_ C6&=SMCS<'3T:F:2/N
M5*2R#S.:WHORYVDQ(DS97P9^IXEQQ> <3IV:7ZDTS25EMA(T"Y<8M:F.W>D3
MR!GA!+10\$)2#&O=K)7IXM,8!'0E (N|A ") +9262PH0+B?A40CX8*B*Y9 MVGE\$X+3"LV-DJ.TV4U\$:
!BS;*GU*)%+ 6JAL#"P^"O/IGA>BP^7U(V=Q@E" M_!CJP#2;5""@W<@T_F%!&|=B&M2VVF!%{78\$"-
P22:HK22P=%R)U=F!D!K^Z M^ ^0G\M; ^ ^Q9SO"5 QWCB1/XETA6A-C'X1X:/<(9_R!^27>)A2W'B-
T9Q3%U#,OBL9OEHCXLP68O?@KGLU= ME'7PO\$97OK%,XRK=E! MD<#I&M_F!JH-
H+7X\$AN"64V6"\$&8\$#S#F=U^B3O&KXG-. M>JZ.YX>S&"L-RJ).7-=7FSG,>C82,?
8F"IE'GBO+@0" #\$.9_+=XG!5Q- MJ\$+B/14=8%3/T29D2#X"/&H)5GY:N&:SL:)
MG(MPRET:ZY>2G6\$0W\$ KI-!5SC>?WRO\$4V/IH^|J"S#V->)B5\$Y4U&T:%.I MB6XVMINRPTF"
<*7AR06_=LN|U:0U(V=O|+H_HSQ7_=|GB4-V<,1YDD".> M.D>'ZYFPPIA1X?C2O5NE02'-!?
R)98%OMPD>!,TVP06|@#H6Y"O."(ID5A@_M6Z?=?, K|@*99P\$E0("(</N^5YLA.Q M+ 88.CV0S-YOMS_*
!W!SD:H|XV |H.+SH_W#KI6?FWJ,2.XHO>,M0=C-9)^*
MHTI#S=JWDVKJ(5>VDZ6(ID4|R:8#!S0IE_LD0:)@G_L|P@AC95V@L^=L;A M!D!H|
(JBN7!9U\$6C.9D(MY>H*93A(Z%Q0^YPV_,'3|N7^ZP2X=NG*XH1XJ'TY3!)?C0^\$PU!YM
M|HJ&R%"6"9\$2D"L&M(>B/YMISEBC!=/ZJAF@=19K,'|J9V83C.ZS@'. MW.R3&+^4O!0!>.U+<,JN!&+8J-
-%|E" ^EP\$P#"Z(L|P>U;.!4!5FRH(+STH(C)F!1\$"VPO!YT\$IRF3>,'#6>+O?T./S.\$B(3N0%BA_KHYR
MP|X^|ACC|(1+N,%S8VQ+SM-JWZ,)0&QZC R-L4%T.#10" _&O2@F M>_!)O&H!C:5M8<0\$T|
D'AYK|0/E3%WP%7DK3)EUL.8'DNLMH@R M-C&T<+1F!M0S+C/DWJ*88^#*_*?'*8R: 9RL<3Z#|Y. XF-
^J6L&@UHX|I M^U&I7;.6H&4JPQ&S<9!-SUI%CI B/?R+2;-B=WIU>#3O=;.!|7|QN?)@AB/J M4.B|
(9B'XY@YK-'D'OL!56WF(?>5= M:7_Z-E32:BZ\$+B64JGH\$3!>BP)PMG*R MV!FCQ5&991!MM
P.VER#4\$!|(A M*CJ6I)"J-3FSH3*YAF 686%&*02#K\$4@W#K'66!AO=ISQ7%27IV78D5:GA5%0:DW?MJH
MJB",2N5|JRB4:NKB*7! ?UTAT&F5J+XT)9>XE3K+A(OD_54S#*E_P".=V9VBF MV(!GX/\$H-
%DY+394>3|^1|U+8/T-L:AR"%X@|_ V!T7\$8&..TB@J2+K"OMS M,|f\$
2TE|AD8FVEUTC5:O>#IRNSS7HO/+=(SR8JAX.NT0EX2B,LM NOWB-D MGDN<<|S&L7<6+Y8R2EN?
P>R., '>6Y"V%XFXKW05.?2RSHOP4N| "SE=4|B?_J MJ!GFERVAJX52EOFY@3^@1>4AH&!(O?
M'/ONU+F6J(K:)GH"-/8F#E2Z*Q.29 ML"T_.*7E,XYE3CE_4_X5.X%16U\$DNHLCG!R)
H2>|R/HJG:SC91=&"/3:9Y M9%H?>1RH7\$R JK%,W383K F 7Z4Y?%& G=;3B0^)*5W\$N" |<
M.Q*^;F#14QMM^TI=|O.|9RG@, #U!\$&*V>I MX.&NUS.OU*>\$9@TA.!L?/@?8LX?(NK@HF*
U)O*@"IF"IVW) MBN_4B_@@2+(YP*D)|@|XJ2!>; E)FL/_R.68EN *V0C%:|@3<0R3N264&*Z
M!8B'QPA^ ^J%_YT|/7LUSU^?3?G| #U<)W^|_&3)|W:TI>&VZ^
M6Q6L0L=PFVR0S65@J8)G(N;ZVJ\$@D)-E#CZ| #Q!<@:/N2R.8A/V=80(OT*(2 M_R:D1|Q#>E4%R/
8,1G## 0 I3M\$;.2%_V-(R'PP*\$4GE_=0PFR|9)/_ M2(1&P)N^_!J0Q?"M50Q/ARJ&'V!&8C\$EL"!%QSI3OX
M7BC)G"RJ"@+97Q< M+!KM/!TTWG3U:\$FOE>8LE|+R..2#)(6Z;IRM: 'OMDW'=U!E//M=UF W_#
MB*SMKAXM%+7I%\$+_JQ6L'9<.!WO&,U8D03;^Y=?CQ!^QI(!\$&D_@Q8=W^K\$
M0E42K_ DSMRP,PXQ:Z.W'D!2SKD89^&8R.9I?9D(7B.P\$ M"#CRYJLE:E:1M-68G>;|+&*1U@J?
@/GUMUC>BWMU8BYH!<*WA:E%@D27!" M,OUS+FH3M8&E>1Z! *D2P#++GR+.,P%^X:A|5MYZU
78!\$ \$9NPZ<4H|5V+&HMI MJ3'Z:&*"#Y47|C:HLA,|HW(Z%:Y?1OC!16MKQ|Y(^Y6G|G>8-@A>GF6;O76W
M:G6|'83*P?G??!AZ2!HLV""^"M6A\$G; M-@|>2|U/L,2U/G">LUM^SRRL4(=|>LMZ5P"\$*PO!#|J7LAZ"?
!E*WKJLVC MSI5*(X4L:(5<+.,8FG|+>TLU'OP-%FL0IG(9"IGZ@)|@U&7_2X.NB:L\$Q4
M%JU7O?*)Q&:K?669>9!>JDDBF LP-2M^!Z4\$P)3NXV-U2Y:&="J/KK2YY ML!1F|F@(""
|R7W'R"=M0W<\$3&MJ;:E@S!0F+!LWH'1>3T507:PBL7K_.0.-G|_6_A/K/T"GWBW:4*
MPPX(5'(R_0S!":F@/9%_:024US@R XHP0252CF4PGDR_|^E=GA)G|8JG_!@ MNZR3N0QMZ(:*
<0:57,|H5&8^T?13IA>|JH;CMJNARS>I7\$^=)|PW5+!,WI M%/NN=\$N|'8:./%.;7: 43RB=49Q-
F^(T6" _/.*P=V>/Z1RH"(8J"482TLL3| MB,"P/+?" "DHYG:#LL945:|)%3WJ|O8\$!U|IT6TC?
S5R>N=W!*=H^H=JH=@| MV+41/A>*3D_<#O4C^ @PC>5G;|N1O!|^_C 25LW9O/IA/97)2E0YP@?
AZX7/PZ!4J+RJFTM|\$% JDL)SGBR4Z<"XE_:0_>-GJG21)+7ZA08YE/#- M'>SZDX/_|AF*KG (C;R_ 'TT_/SG:
(%Z7800\N%JCY'ANJ&8B"9L|I0L#C4M M|CRZNCNE0>E+G3:_LT_6/BVF?
M>^MN+FL*6N0:R;H; ^(!0AV88|HAP;FA MW;%2,0%YY(7R!LW-!9@18\$T&>;8J\$|LK&BTK(?61
(8.T5'P(S@;6'>P4|BHG MDR.19EHSZ/2%;5/&""8<11K5SMK%4Z%"O!-(L*58&9L^ #.(JA3A,YN|F.G M%
|URM(NL:OOLL8Z?ZMW(-)7@9ZMLRXN8V&,<<=8NR:F|E|RP98(CW;D_5Q=+
MH\$+&7<71YUM2Z|QL!=T3@\$"+GGH8@GJ_|@RTA:7-SP%Q|%/XGGQ\$|AQEL|JSN4*XVYVC
YIZ5*C@GYVKN&.P M?)\D/R' =5#|4Q=4L4JR %@A;+1IMP38 M24Y=H =(\$C#IPB,7^H!2|B(Y-
XM6.|\$ZYG(99OL"29TLUZL:D*S9AZ9 M:%!E-(YZ:D;S9@UV3X-Z&5C=;5X_Q
MJ>M4|=9@4# =WH5:H_UV|^4>6W:49SMES|J5/S02.15Q&^>Z"K<^C.FQ7 NO
MM5)_USA*!C"J0LE*,YY'0:*N&6WL'#@|?%AF=G1)*KX>?<0/\$-V^!9X?&0 M'>Z:5U8KW='6H>Y"L*|!
<_0H4|2\$N4IZGTPNY^!@1|2_3W' C3&H+<^!D:V M%#B#L4YH
")@*3IYTHVE/)/(M*RDGDIE>@Q92:EO7_ C.Y98I79T:>UW-!% M\$!A%ZUC|^*->;!&P7%VN@;S-FX1-
WPB-/8<.2EU.3WH/#GNE_BYF 4TN6 M(A&H;/SE=@U\$(*L,V6+N)' +M7E3NZ\$+?LO2V
M6.RPA#Q*"9<6*S % ^=/8_D4FK904E.5+-(B9S2U0%3*-1190UI!P6NNBD%
M3;V=8ERW3G8D<3Y#C!0018'VG8JWS1 ;|D M6=D+|@):.#_!S8!-C#!03/ITQOWV&- EPU8&|60?EA;-
|RI/->D5K|U5A M4VKS PN=W,%J'=@.4M+""&64;-OMI@OO"NN3 EU0! (M@K^W9?KH!JP9YA(W M0>

PI444Y(38A)*V0'=|(Y)/B.EXFM*X)=*)ID\$#W#0?C@\$U8\Q\$!\$<6|F(Q M:KQ84,4K(TG DZ;J.QF+%(+/-
JFG<=NJA+1+0CGE+07==M.IA)):Y^R6|", M4Y8YH*0I9 ^V1OFPIO:|~B2/BK&0'9 Z--A=2-
U@81!\$(MO/?N,KD|\$(K5M MR/*!,|J%Y:FA2TP@9IEUIRO83RK5'C@-"1O9TRS# U VT)V>/.K|^QU;Q M-
J=S;/&:|(19|&KD#@#M8Q'.AX,546XX|H04M(|M4|HH9123 _#|HX:'ZH_?PX.#1Z@(@*;D=BC\F:|23"|P
MPNK.)DR?72"GQ*VXGA|N+LM#D-S?481Z4-2U72 %|W5SJ:51|VH(P11#|W! M\$M|JK(R@@.M(Q^E
'NHVPK-Y8WB^Q00.8*SI4P1KBZ14TG=V1R-|O|'S!*"Q MG*<>G%6| 7">)R8Q%@?
&Q7IEF\$I*A0^8U=^:CCWL7SKV9YW,!F5>FE;+J&F:6<&ZD*X=JA)O8M(B'BPA/WA|F\$O
MR1=QSE8+7D'HGHG(T2,""K HI805L/DTQ|SE%(Q2N/F6=+0U#V?3<\$ _6RM2@ M/W|R'KKD;-
^UPS?|C7^=NOUJBP%3JRIX2AC/9)'|Z'V.A.56Y^7PU6V2|IT
MYW9F!,|:6Y|(:A|PO|=OBUN|L76LN|):^;ZP0.HH6.17V<>M+>G9|NXOPH%@ M1C:670.W(B
|1G;"\$=LH4U:V@4('V8)3IVENVJT: BCUB,"S(OP')-J:= =MI4&4\$R|!P|&-UDJ|KC-
R'V!!\$Z6#|=X\$0>P5=2B.L?^H"(Z3||Q('BDT70+ M6'D"|\$HH0:DU\)^1EH/D|)D?
\$3FW\$DD*I4IKX842,9H<F&0*#+NU+|@.KU MF+PC)T|*KUL%Y1-
9|80(HR>J?'Y^5J=\$YXW00:GG:AIC4='H(A3U/B#W 7? M!+J#2H^Z-SD117>B7|QT*4T-6C'-
HHQQ7GEAL_2I*V7O8DYZG40ZHY/X/K|" MF0NKDF6"\$&\$|VV^7K01% &R6_.9^(Y*.)
|%>7H RF^+=MK8%%=MPJ_7-%Z| MK&VX>!"W@|CMA+AMXL^OD|@ PAVL"(K#_4>MA8#'^X=-%
^83L=\$ M+D/AXX=SL&_0 WV*|>EX8ZSIVQ*F:N9|SFYA?4;"C6)H189Y0C,&>3HRRP)3 M5IFCIXE2Y
;+*3&\$+K:;#B#<.);(.9#XU5|UJN\$R 0?@R*|CK^M+)-#|B*>Z
M|N|)L3:0|AB#|JCDK)35CFQMX1|XCT13%NCR@5:(G9SQJN25*Z6:34@H*I5T:
M1/@=,DKC|='^65|8U^HU(HJ9|\$(38Q@5;' MJ2_,YCC4!<|V+8LLUN#RZ8K"8QQ;.-?
/Z=|J&#;NA9/'H@|G> M0)C|N+K?N""^K7A.AJ"\$J'HTMA%1M2 _|G!L:Z"1?355|75R|^C>.3!R+EF
M0=>F|6TVJ_T*#@+07.9W<<7:P0)L';:DRMW4L+Z^ BUI+LC=+2\$CM4=:T>|P MLVX0H=V.-|ORY
0C?)^FI0GM&Q:9@E M 4.=S:;\$7.PHUI\$NBCQ3L@4=|Y6NM5G:Q&/?&4|HB0|X<21C.'_P;MJ/9AT MUS
_RASJ)>L1@|I|,PWK>0J>8C'CF>))P(EB:\$:0%G_Q!|=)H@3/KES*>!D2 MZ
FU(N\$3@/MBQ4"HD|C44>FPI+83:>9=X%3"+<%@|Y6L4I7O42#!?764'Z(JKNX MZ|HJ:I@NX+&V\$|EVU-
|>-D;|F"F)I_BJ0L59 Z2K*|B#7"LUWY.?2Z\$2W>+ #V M|_0-
N0F2IGAR"1_-301/UU=++*_4G9;""=J*19SK7\$Q|HBPYP8KK"Y-XBLD" M|C3H;:O>CL!YZ>S1J-2
;K'OLX;XZR'P5G5PK0G?P\$3.1-)P#%"_!S\$I'8+ MBE;:I)QA:XL;
|OXHGZ/'%D;8="|/"EL/(0YQOY_/F435X8%KE%#C"0|8(F|3NFM::DM\$R699TN81*DS1#L2NM%U4
M&\$ID(:\$Q115EP#T)|61VVJ9;L4:)EY|JZAYM8J|H|)2&E)KZYA%E:UCL;-
M7HR/HDFBO>G/!7:D6.R*1BK@4V\$)(.92|+ #""565^GEN!P5/I+4()|*V|O5T0 M&.:
<3)28AB43|C>+@@4:Z|5-MC!U&'JD'(C^S*|9O\$2K';(NY!9(W*Z6:*)-
MQ.F""|0*GJ5C7R&#|)3;|32ASF9F4U7_NV53%VRKSY +LLTQVP>3=<: 7\$!;2 M6DZ|I9-
NX=IZ.Z|,S70&%L3:ROC0I?& M_ R<.QA1CY><9#
(@6"6M>XN66/C=0GS""|WN8159IT;WB)9^89_ \$3DKEKE20 M2|E^*8:Y9R;1S12!!B00A8^M/
MS*A1;C8R_|#N?.&DF|(HK|O)&&|/|E|*|/"(2/(@M%DKJ\$=2&|J*!VUM(M@1^6D>S<,>AF&?JRY?
%K+>DR+AKV6PUOOCAT8\FQ1I9TR/KA7*&96Q\$08&.
MPL;HSJ|R<@&LWQU^+M8T|H(<2QRH8A%+PP(SHF=4-#8GWBQ7@<2|K&?;F+V MR9_Q>VN<4^+
(X&'AP#>W8|H IHO\$Q%9DS(.5J)9\$?^3,KW3F7?)A'^PNE> M|8&#)9-G|T10%/6N34:FQE>CBPKLL
M|G'#4|S'I<|=C./2\$2F3%6FZX,U:|L%'NO3(^WU|C|N,&C(DY9GT.HBUXFBL8M
ML_/F@+/'T1_I(518A)|M25GAIF*@"-IF;3(UV\$XNC5K7O*PVT&M)N|Y;VP7(ME@H44FZ5% B_X^8
N?,%)"#*\$VS4PH0BPW2;-DM;|/1"D3@",Y M091X;?O:O@3QGFS-EED!NLA|U(XI D;I<0R@PRCM
_H(:+;3:;#15+<LOE M2XF2G@+|%J6EYD!%0/1BL5C=8E\$|H3&IJ>)&7+B4Y^@RTBKZ9&X?6FJ1WD)
ME4O9X|/7%L_-N.582F|+X1*MW>=<9|@49F2|8_P5FG (P""<|MKL+L79|I M);2.>/9(:)QT-6-
|J'O5|V&58E|7.7. MK2Z.40*+2OGO7R)T2PW%|H1%=%9I@4;DMSHX"98U,V%LR) ^W"AG>\$XD|;'
M|I&ADE-"?Y43|; >DD+LS;6T)=P<9*X&..CB.NQF8"AGIN|>C. PR6|KIOQ| MWE"VYR)|ZJP_|G%XI-
R&7828:U3^FS|O|K?Q\$ACT;BLCZ/P7E,1YXX^K26H M4^XTVZW=-)1=|, @=|'^|#=S93=-4)(D,#NN
KD@5'-NB=UZ'06_C/RXW YQ M.E7FW4K&3|;W&3\$RTBTTP"D%WTW\$.DA363S6PMMD('V EEW*95O6?
E7O2=7U3DB?9DG:2XB M"Y6"7V@H\$|BW4P-P|_4#H1X\$LS?/C?
LG08N3N^#2PW.MGR+=2L7@E*HIE"DH M|4G@*ZG^A)A10*5A0-Z< MIYGS4""D-
8.'3|VJOE&XZCGQFB>5WW<|1%6<+4MU2:MFO:N:,O@ M5/B&DPYY
M,8,>GQ1DX^ZEO'BVCD"%CO!)#|4U#SH|C|I.NBH^>;VWEI"AXU|5A@;FACL-
<.1!E5|BH3|;7Z0*>Y8O>"Z?C9F=3@>N# M\$15=,77UXNA|L|I1W?*SUBCE88K;
|4X*.)UUF;JFX5D3'N&'K3,46=HAE| M<|=\$ZP0*|YZ')>K":5;@-1|+C':%N@&2\$T@|9/V61C0T-
+%IF8LY@KZ5)O MYX(8&W>\$V?T|3Z':|4|IS|L ??JT?2DTL|P7>V"+P"E=38..5=&'^-5E;G1 MD"
<-H>KH5C>HYP9YH+8%2 M;7V7P"#J#@K|=\$?0&PG3B'2Z%&NU|0ADMZ+76J.0)U&-1+Y_M('IQ-C"O:|
M8'1(3VQOYL>O_2Z;)W\$^*R5Q""UERA/78C?BR|L'|"4D3%%#9G%)4-.O;>
MF#EIVLJUZ=D/T;6J9V".DVX(Q>BCK0'EZ7;P*|SQWKYDAFTP3AD7/|4MJY M\$HEY,;
(10BR.@6T1Q503+*T")CB'XRYN7&^N3;P|J|AP-/'ES@53^(>: M\$3V4D#0|DJ U.=
\$OX|D#D.ESFP"EML0-AWRA??+%S|N7|HP@8B|1XT|HCB: M@F5/=D'0|1%W|;:-DC 4M0SY<(-J*+,N.P
\$#;FH*D*.V#FV7L@=|/OGH MC#AHR-09-CC2UC>.<>:33\$S576S4;-8-6U&I6ON^;HU?7A?KZE 5UU;G2
M&|SC&Z""WML7CYL.V@6:> LFZY6>8=:?|\$:9W*"BKJ:L4F(5T*O?QFXU.AS="RIQ61200I>U+O6T/
:0J2\$< M5W9H|FEC+C&PHMM0O=?L3E/YV9+|-9&C#"T9|U W9|Z?HKJ|I/R*#+QO|#U
MM%6:=FC4GP//NLO@/9JCKQ8VQ4/L>NOU#YO2,!"I(W3.7V MR!"D|\$8>|JE!W|G* T2L MYU-
=M<|>L>7PB<@QGZ;EH>;2CZWA 3|C2+K|Q.A)25|=2| GR-C|L<&K0W/\$MN8JF7(I)/O9V
MNI5^O"9\$107;C-A+G QI-QMF4KM7<|7LN?=[N-|H|S_V7 P\$6|JINU M|0/\$M@493.3;GMHB;
|T>|&>C6I?12;@T4R\$%L/D|HJ)T;E#X;.)L'G2|B M":&MZ2R_54DLB;V*=F(-S:'\$OB |4-2%@6(10E+<'
QPGK M,RX2G>8X?)4KZ4,'|I @P3+Z2SE'CTZ6|!"|I;3;B<8^(QM7?MT%PP;JINH^U|
MS6MCQ>M|H|F|H^=LW6|C_|OU;3.'84^2F9ET=->\$+ E?

3N=8IG4%GJR<_ZDM(XG1K4&)GQM=5^\$^%_FB7 SL&>)LT4_N\N_-O#=#4SSI? M#X#P0\$Y&HQ9Y\$T<*[
1XGWX=:&-PZ189Y#8:L12O2_6>'.VSC186^;D@{6/
M1:5MN<7T^11"/0C>:2QJ/S,."UFM\1"9TD@E/:='LT5R@;U&@NQ<0YDE(B8% MSEC;
(57PE:F"1IU(%3P8P7\$(GNO M4D4>\$ MZBF="I_0UL(YM\$14A(:I#.)PN5%A5DTM5NWJ4&F: ^+
<_3=%FCV1%P*?9'^ M>|A"DJ):U)8%8?;?U I79=B MYTYEPBX062F"C: {C;V=PUW/SE;Z@05?
5GYRF5,3*=T, L,B,E0"=MS(S, /1' MB=0
H*G>LRISI@,D>!K+9'#KFG3^|K+P1K9/FOD&S\$Y'X2X:4|5:7\$^|X-/)+W_? V*DE!W83ZM:90EU5Y
M5S3V8/^T&HV9QF\$8WYI\$Y)H_ICOUZSP^{|#|!)<#+9VJ)@^W0(!>V;@K7|/<|MT7?<={0}-AI<^*8-
*,*X.89C3, HY<+K4860W711H\$;I
MHZ|V\F(NO):8\$>U+73|5K.:+M'0GNPJ.RET%0U;KV|):1P>|R&IUA56W)@G= M",ZR/11H3L, _L 5-
UJ@Z?:+W5G_0/44CF|K2O7|H+ "\$AZBK(=E M1::83|XYJ0:0)O*4L+PC\$&_T-
_1^VI*G33GVLYX+S;G)_O%XIWEPB^E35Q M(4+*V|X*J6TO!"B*=44|DUPM;D>
DZ|&!7^9CRWK<|XW)\$\$.0VQSI_1Z4Q&& M%%%2-N+32'N77, KAE\$M/61*L.#+_::M9H %BYA+
<#3.L)_R2:Y-(W M!|U|/H&VOW|F^WG;-G>D6GE>0*|0?'6=D6+Z|S26^|9V9%Y7YMPU6!Q\$+C3@ MY&>L
|+ :|X'"FH9%V1IBEY(E^C<4|P31J7GP^N.#_L: H\$(EWAN12)*9 MIZ<(2MO9M+1Y?
MNP/3M@1G3#6S)97QV::THF^M_WY|8XKFSH+_OCT%U.#M6Z3E47I1Z5W0\$!-
M6,@RA@OGPO)Q8:%')|2E2CK_BM_KM6(P2."<6<:&%3AVK|'EJ1?QF?=B5" M7DKF'
_)G.^:S!D/R9SOR*J7T|)@O\$ _WW17XD!;J0RV='OI&"O!M|
NR"/J/S8"!%DZ)@(694;H4%|_ .5<+M*!/_@=+% MF2*KWFZR,G&>1_N'73/=C;L1>(44@/1X>->>@{MB5?
D.XJSG'6&1S'W.?RH7@I#>;2M#A|1UT|>ZBV@_12YHO(7)HQ MMHJD\$779?!T!J1K\$?
2'"0&:A|0:3M|AY5UDX0+*#H/NF")"\$",?|P QOTNS MRC?NM@MH_B8AG|34@DW04)SD
M'UZ#:@:BBMT-"(R|UY:-^9*|Y6B_F;|98>I D(-A5%GQ*,E'\$RC,FM!!9VA M*X2&R?
VI8=%".C0I2TY>Y6+1\$19G*2|_X\$K*:T9%V:4^/M+/%#|&UTA(!&VC-^H|8 MQW7M*(|6?S|RH:<5'8
M2|LZ)|=L0*BA\$|G-'RK+,YMBDG4;O-&*HB828^RIA4:|Q=&04QJ|="YBJ_-M\$FXM/TID=|'"0&49%@
YV'"&2%.,<4_|"6=44\$|D2>/E; &DH>A.#>B*A+?35< M#J8EMK8/6,J|)|MCM5BT_&'CDGA>WJZK0CD75-
LAYQ9-1W)X1&M#ER^M-.*U52HYL,4/53M-59+:(Z5%KA!'B>3)/O#M-_R1#9(C.VIJNA&)|@2KK"N|
MX4.5&+!KE)|S|W>Z8^3XAT|XQWSA;|>R=W%7%^EX_KMMC4/(@Q#.1,HXT>N M7J,FV_MDH(TZ?
W2IH>|2)L^0,:?&@1J6;|_V:6+Z8CG|ZS M;X"CK6GH|XZ5#17M-
^+IB,V'4:HXH17|F>G'C/\$L'('00@&FI&+)=>0D/%; M"EPP5-84,8EQ8H-
042:T=B9SF8"QZE>"SSR=3L'T=+!8BJ4%L9?&6|V|DB_C
MDJD7Q;CV*JCY|IHUHD:ABK+54EX&6|)2L+EH3&2S"RKQX)@PT|@:,_E!2H6
MM"3>PYKBH*C4)6.2ZZ9;H686O &N*)OJ*DUS'-1%&^FO&^MQ0J\$*9)0F7T-M-HW!U=-
WTXW/LI@W0N82.2:*#;W+N*+|EM6Y,DLP=&F2W|;HET-E@'">=& M32JE?G6P_9;
|*@5KG.#JNU'6G'E^&WLW8 R;R\$Q6|S/\$'IRJ6FOJO40RORIQ M@H6=X%E!10&(4T;|=YHS+7|:9FC,-
I9@#M&_%1^">"8^|OR-DNO-W>LN-Q% MAA/LC1D(PK2B,MW\$"LCEG?%!I7%;BS!O:Z<2YQ0K)|?;Y,I
D7ICLC+LV@ M78T8RE+8^%?-S(U_DY|9P?
(K12^FB+83G(%/:*!7%9B4<*3RKILAQ7>)ORQMZUKJL.3@HH@@MF534(U^8TO<*5R*11W65 B), M8|9?
+B%'"% ?_JEJ-|TILAQ';+O|/J&ULD3+|= _6^_U0|JYY|SA4^SUVCO+% M:|R@BY.YN1V3?:9X?3.^RQZ#-
\$R^YQ8?|H^|P0D>?7^5U=(N M*ET4Z..424%IS)%%:%2|UO(:VMQ|Y+W5HB,9O4JT37!;\$^22K7DRWXWU!
MJXKG^E&6Q^RZ+NMJ4(BHV_)0R|X:XT1FMAK@YTQ1*GO%Z4^ZE^4^F&8D,U
M%Z>A6W"@!^|65HK9H I%:C!O2RJ4+1HN:D<;VXBO! M?
O5U#;L):N4;9H^B'VG46GA'I@LBS'H0LE8%)\$APUOB@R MQ?/+R/=0FA7\$*VE'5@PN4D':F'@HE?
U+DQB\$2G@>,'T:4#06O|P=.4%|/3ALS*IK_D_94!'A(|>*X>L1#QT#U-"VAN*"|PM1_J.=P3\$V "F;H
M5|)/2KKUYSYQ27,'>)HE7+GQ(Z:X=XD\$S94Z;RF!00/MW /)T_.L|=VOIZE3 MJ|57CA/7A6-MA)D>^
4B5*W*,M/CKGE-|RPW;4&SZ?=_E:7-IA4UB%E,SM)74+P'B\KF+M&8'5/7B ^Y9:M P2X/10 M+U2^H-
N(Q%FJ|X?|<8JF;<\$.W|O1Y|5Y6U9>#KFE;|PM'?)C:0|D7DCKHU|GW(J@QWD1Z MBE)?
F31YI(+_5%;)|HE0D6^EXHH4-VUJF?3%=>"3=#T^S+M%=>7L|!+,*6: M-
P:8TN^D:4YZH6VZPJKL\$|AW9K1:T_O"A_T_/6;@|G(O3ST+ZJ1'CO:- MJ\$0W'E8#(%R>KZVBM2I"16
12#/(>D"):=ZP4T_16U3!KI?4:14\$F>!/! M%O&2EE3<(&(_|S:9>6(VP|?%?1;-
D45RSU7V2;^CUALY&X(A+.94)C4J_)#YA M?OI?;Y,|>7*;K0C%WARIY;Z\$^;@;OBP*O?@J:H4)>HD-0>"
|9.|N7?=0 MG9#K/3LU|B9?R*G(P^S;>>E!";-6K 2^|05P#X:2I42%DMXCYL.=;H|TO
MX(GD|Z*M7J5ZE17KM(Q=;>C@HUUYP!QMV'5^\$8F>*E^XC2)%YRFRVUQCKE_MH-6L|+.<(-M9,NS
'LT+I^L5|!_S(,9 Y5B=3LK<5+=I<1).51HOT>XJS"^ M':%N/_QO1^//@:9N@W9Q+^|VSL/
F2%B**F=6|W%|\$(WBPO>_&ZBQ'>*8JC M/3N0 N<# 12V:9@.\$3#E;DA?HBEB|50.=
|HJ'&8?;/<1GQ6*974R2X0\$/4 M2 |#(^-^0!>#>0">;O4|+^U|7H7W#);X6YD6Z7=51W"M VV|H|=??
FTD=\$ MLX EA" MIH^:HVZ1WLLQVL R1VEGT"U8);.\$M*UO-AX?& M'D|PUF#SI?
EX>20_+VE&Q#).W&G2H;C.VS:MG0#;MRY-8^9VK^<@M/*WEG|M
R2NWW4K&K|""YH6F\$8%J.L;L;|@=ONF|L@H:|ZYJBEKE4Z^O=H"B>8098|!H M\$|7JB=AX1,HT-
EA#6+T=?Q%5"8Y_S+GX1R7 M//#+;WN\$6CJ>0!I?!"G#:OVM?
M.APT@GM^+@\$@_B^#4+N:N:8%+JP7DEPP>C M2GH&K+;E@*:=ZZA^&T=|)=RM=ML
=|BNUAZU>*G%6*ZJ&TJ*!+2"MW.TZ|V| MQ|W|WDK9K|S>Q@W>'YV|+@TY)S|OWE)SZTT(^/OZ\$
4A5@-_|MA-6|8#&/T|9K| MFMN'CVM:8 0|'"0(0^YK_5XL|U|4X@;LT(H8|4^F|J(VSLIQ'VKEN56I-!SC
M1FT5|VU%"==QQ(&\$M=MA% \$K"Z6PW&?YS?TIE|2FO4.KA>)MT Q3S\$26_T1 M1"N:V,+2KJG?
U|N7EUKKXW3)D2: L8P;&+VU0F_8L99>|"TSR5K@&_J1*^"XU,K;2
M(E#7.C"J9HDK)4.X5FCWW\$)LMJRIQ?E_MJ#2+\$^5O"
<=SLTMFK(MEG*9*IRB,ZKJ+V|_HT%CRKA|8=ZD|K"RUIZ?D&8? MJELGL0)I?O9B2/C5"1-
=L4DMCG5E#)M<*(F'M:%G^_T9M.B3MOC%HA_M2;NN@>W>V^)^95Y3W,'ON/\$?;*/B;*QNZ)?
BQA8JG5T9|JP.NZT0H@?69/P7 M&S;U&F%D4PYCK|9=J5V(NF+)E LTNU9|ZK>KS?+V|_U"
(8TQSC^(U1+IT#4I^AKQAP(#8X(#LAP'_ \$"\$A3HY#TOKVP^|: *DN I'3'1 M+2'A|93\$1!?

R1PQ4>Q"4S_B%K=T(3,U!IOK9\ C:0!4**+\$L!1V_4T<8! M<@>^&5A:5BCHFIVW#F*,LZKM&G_%(-
#FLP>BW6X5H_7^(N2'W;/ENH4,=2F M0TN&Y_10JYX0!VAQT/;2^BC5!@!6@-CB13 M/9RGD3LI(8JBL-
+GR(+1F\LDK!|1!>(6^P'#/ _QH!|KDMI5M" _X5Q*Q! MZB6C(852@R6W(SHB+Q>G!Z'G+TM<5! M-
+!MHCE=5_FK1486L|R+;4#T4#7@2YNH:=)>KB%ZUDFPNIEB0KJ M^TF1ZOCBV9,%8CRJA;"6!K_STC?
4!"ZR;L!O#:.?&|/1!VR!5@SZ,4% MA+'&LR!-SQ">B/%Q?
L89Y@8UL2FDPBC.ZFJ+BW<.!\$MB&.+|M|:K_=MY+_M:D:5_&-RK=1!8GN^:
>9C4Q<@KOOKDQK!2\$ _+\$2AD"?MOT+W>>F#.F0M\AFK
M_=9A_.G)C+7E'OZ24L++0Y82=FN^[B2&)E69=\$.XW)ICZE&)Z%#*P-"&RUT M\X)DS4XT"
<|_>J!YEXRF=W5H:6 7)* 8XA\$N+"J+.2K(ZI#B@"IHJY=S# M&"1?H>BPL+MB>?
Z!"U3+R6O2!;G: +1Z=N _W9LA6LC2Z>|G.?Y0H/WS3)+ MJQN5<"+E@HD4?
GL!/?C _^E7WE!STQUNES4@2I-MP00^!A^9=G1:O*OO/T0"RXE14AS-)URLE8MJZDE4YL\$6F4!;\$<
M:5(H)B@%/:YZR,Z^>Y= BKKQ.! "X#:-.34Y>IK\$@SL%4_#&DBLT.#DY;W(F\$)%0!0EIV
C5)3S02LCG8!4ZS0_ M;J.L40R8*G(E&MKD)XHT,(*RP/@A16L:6!62/(V;+.: X1.-?YIV,|<*K"4; M,F-
QX9>>RR-|ED=^G%YYQ+^!#|1_.ZL90RY2'H#%O_#N T25<%38E!89C9Y
MMXK>.%RL_=JRP)P/G_S.W^0&!*9"LIP/8V3E'2((2D)88K)WH_ZKN3!R*W M%PUT5V_1=NT
ER@)3AT2-8\$#S+B3JA^DF'6@ M%%,|VCYH562MX-LSSZ'@IFMUQ^|M|HW*D/C'Q:6!F-
A^ZR_73!&%FHWN477-XENLM(9_6X)RC!!| 8TC%|M92&R Y#1" ^%\$NL8\$2%" M/#9@?
\$LBN(20/(4QB4IW(M;|N<+DME+8!PM+R%L-(4!DPN2XK0LC)W7FKM< M'AXG^BWR@5:\$%/
3^LUT/A&EX"OV3=V!^TLR.Z|GT5+.= \$2P!+F7 IW/^&?|XP|MM+!3X/QR6B_X%BM
MX\$\$(!1GER5/^XG8V?'#S3FP=|YYGZ5_AUO?V^0DG%X9R_%Y3!)*3V"R?WO) MJ4R3_SC;
(\$12\$_%O<^UR(3!-U8IQ57=FU^@*WJM1E//&|RZTM;Z\$!E_LG'WKQ;.:U_:U%?1.WSZD^OP%OF"QU:)
M@6.4?W:B2KN9!2G?B4RCX+HLFHTLG'6H8?%W1?D9?Z^|B^9@O4|K6H&%V8"= M*\$IVWB'R)?
33.15UN|QO6\$TD?^+/# MNSM3K00/C:| TM"?T,@G<'7)8MAPLK:.89%7#9Q5AA\$M6BN>+?B"O"D0CK{#
M-1<8FS_:@P;,"VR93C)1T&W.|JU("C&TAYB,6>6'H 28E<)AN3&T;9D;-#? M _JZ=,G/XW!*>\$#ES^9?
\$C7U/"UG3HGZ5/>NY5N"O&&(;5=(.0G"D-A(H MX2?(P>6@)#(=A&8-)4!?
@W6HKF"36.)>!%0Y#!"JK2IX'K4MO|XW"Q>AYQ MS(.G'F5J=AW-J??;>?G\$?U'J+Q%1/B!|P5_K-
R5S44\$*_7P!L*C8RSH=U / M=\$*3O6F/@#9FTL6*9YR<9GB(:5HY^1"L';@4Q'?E=V'D_Q_>C.+XY?_ZU.SP
MPONH8CP,>*5)N^NCX!| PSGMO5O:_W(2:>|C6:I7,_BN+P7+6%"2#,KZ<3/ M1B!/_J?
H"^:RJN1LQ\$*ST2M|Q2Y-*<^)OXS|PW74?=&.&"N) M0>?+HH:S"PYZZ@H|@H1CBW>YA^/5/0P0'C|_-
FZF=V(Q"(D50WR(B9!*Q0WF MT@ _U00&S8!J!LRK1U&#%O_*G*AT2"F.ECG.R@ M+
BSG^OR@H^SID79!\$>W! ?ZZ(-A4"G.Z:AK8X|\$*"J6?X)=DRSGV2IU(I"
MSK/9'OQU!%D)X1,Y|SY63!74QOK0A_T!WHM!"B7@>KVX)OK_!W|FRIL%Y(\$
MPHPF>A@E10OR^W|P|=9R(J)>KP0TREW X1B\AME(CZ!|! \$6!|"@0!D9@&JL
MCF:I6O&T".H!IU(6DJF:S=X!OV5:\$ _&(1^!)M4V> M^16#W=-GVF;G!
|BVU>VGO@<9,'Q>Q!%&K!8BI72RM,AS,A=:M%C)-7D,P>'AL;+MXR#X
MRV9V;:/=C(\$:|ZX/ZLJY)=1,J':8):""D+|9O!|2T^G+S|Q!>,79WO7FY^!
M|=39OW:YA!U>9CHN9)P3S8%&BT:OK!4QPU^IV58ZED+;FZX)7%|_3WX45&FYUT_)E^,U<418!9@,GSX!
S\$R7!3U" M9^&9?><"&DUD-#MGLRM/>YX ?1Z>PL1!4FA.W%P6!# M*)0SM\$.SC?6^;B1J-&XFR^
,2+0.) &3TSQ=-VN|H>?E&_CUA/|M\$?>5%0DZB;.:+;2B%R'/"D#M"PV!\$JU44\$UM#
M%WPEP*JN|9969CK'X&\$N(I>O=J&|> RLT7HJ9%FMLCCZ N=.[H9_IAT"B8 MPR23IKV|=HR#
|FX*;B=E|E=>VQ?&=%@U!6S'856%AI> "%=KHP=|KDT&\$6EH M:W+<"%:51@H#.RLZ5W):676)#
|YE=LQ% AL^MOW^|M-F "P,YB='^;JT2M)8"W<:D1RCY(0L11"28V,W=|^\$& |E*6UW M+.CU+G-
!E\$GVA6KANW(-QWG-77HPBWB'T*FF>G_N!7KPQ&5%K%D&7 M+ M!T7E
U30N01FVKW!A#K*TI7U.7%MKW&1D:%PB-(Y1&A55W!DC6LP|56%" ">| M(4LJ)VD&6S%=|HN#HY;:964-
PB76!%RT*2E6Q9+5M%?SN YB;O)<<@I+>9"!J=R1H* MG97?56;=J?"1^|8CM7DC=@|2M?
+JRX9Q(9)Y2N':S:@26U'9KKA; 05J8M*+>|68D?0E&K"GTK|ZPU>5>5:09 MM%A2&L:I_/-1-
Y_(ES&@X>\$V=E^FH_-J AA.5:PR7K39A3H*:?V7>0-O6P
MOKE!7@!Y+9'S_@8(|4IW\$FYUL_7F>Y#>%SU4<21|%_#MY&)D_Q_%LGBM(V2<
MBX.OC&|GT\$CJH_/_M\$7:P=PAW8JMO9.HQ'NTMM7\$|9_ OOMEH%,DD5QW;V
M\$2RHCM^X9!U1E'/2@+Z=UP!A4Q2X)X;7RGSWL|K;RX:*|^M-XXA:%BMDD86' MIMXJR^3F.?
B|C7)\$V0|WKHK0L|_|OXL04V8YX55DE9I#E\$|TVD\$RLWZ.K&= MVR%V^?+E3U7_AYD? #->).TTN-
_PUGN,>T9T:%S(I.W5=78JT?*>L>I^NW_P M|E|V@@G2MD(ZD5S=&CV9,G&=*B>OQ,IP3&917^B@
>*EP2A'&K27JFY%*U M\$+!F/Q!-^F!+(BCC=Q!%<4/G'E:9/@?@8!Z_YXEW :FI%P&,U|_%0;2QM-?
SB|JR_E2)"D/PFW>_3EG.K>|7!2\$;|HF-R1_Q>Y178 M#HU14E|V)2/YB*Z@5S|B
T;#H(_:#GIW\$&"2Z<018A%QB)+.7W2R=?H!J;
M4#0Q5CL4C6(MZ0_W7UR8:&VBN|5ES@#@WKNM/"CQOF'|BT!6DJWC M*X?<#F&|WS
QZ|RW0YUM:GN|YT'.B0=0|XY@_MA8Z8X8%#|?%0#1R;"/NDJ#%/AO/CVDH4.DSXGX..A%T2Y?1ONG.C:0:
<0P6 M/AATNRT-!_6B|Z/Y.76)78O=-CZ(WG14D4)9@2^8Z%2MI=7-=:N=2%,WZ@Z2=IH2|7H
MW@#_7#7&V)@D3^&FX.)D#16|Z'V|O53M5HQ<11M%W:5 MKG(4!|+PL3:>
_*35*+!*GM(=%3X:VER=*W2R>^2OWIVZO0VR; M2NF6ENH6V.*|&Y7;V=|VL.M1L%;K)>-
PM&Y/|Z#0RPA<|CO>-(YEH4B;6|KE M!_)Q=>2@!9:=\$D_1'&-%R Y=LZST/SXV@5#OHU5)7!=:?
Y,0:OH"DC=' +7 M6&?DD""S7.EPEIW2*W)*.4*|@H5Y^>./SZ=N&\$W>ZRY;A\$V4(-
BM+;E@DVK:0|+N)>^\$9KB8ID5^8YJMA|&C(P19! MBWENW6Q3E%3,D%7/S!&="_
_Y|Z.U+66K6O5>B>FX|86=D|+AD MVU#OK5=V(GAJ/TQ?@ZC??E%@ALW2F3G*G'IDO".S3S'F5#;6?
V>)H5"TL>C4 MHQI9&"3B&'23JNZ!S":B:B;G5;-Y#BGZ:(%(W.:)U.T_9 MR0PW&- O&>J
P9U.\$#MD;GP%>!S3 A0;#JVE&KRTQGLY&3;3;^1??3K"G/A2 M">8QID:"JS!JT|
GU#;CR'(M434|<61^I=|IV|JH> >?R+K\$9@ISP-V\$X MS4KS)L|1"G!..20*!^3 4!U|VB'M
VP^|YTC./<53QQ4%9ITL0IDA9CI7|^ MS>OCHX)C@=N7#@9|X13DD"=N(>)Y#3HF'*-6-B0!
().%L#60ILV&G"IG"0D5UBMY|RNQ6?REB@)O?"U,/HV|%=T6*5!4X35%LZQ1 M+073_.UL%%^!

(^J6E!A=05.LJ75T8}N=4+SM<<4G3!P:SI U=1TPD)R!M@>&Q;6"-9DZ-0 IHAJ*)AA!4!+
(6E==#ZW,9L1.;SM/SO1SMS^YVYINA_3 M-
WWT*7ICOFME0GJ4@_P^NVUZBWED^7TTEV!L!7R(ON5G1O:=0SW!NUJ!\$" M!:@%3,Z=A[U?
H_<"5???+BC!\$>|O)ZIMO/13 M7./..-36W8EY,+DU373G:EV&:~.?HG5A@GR
M#JOWU^_NW05%@(V2E(8\$}S-^L:4 ==,?+4P>JPVZ&|A%0N!3U!AF(8\$%_=J MM4JSE+B*^,R-D-JF8D
-,A-5M^;MSB7^78K_ QP+CL<74J)C6WNB.R,3IG2 M.12Z*Q<.,=);JG)3JEIBM"A!>G0#Z!&O37OC2!;A(JB?2
OFD M-U"\$!IXGIRO\$=,*D4,\$)JPT#WMJD@X;"EHJ0!^RP@[3A8).6Y^3<&U"JHY?|/-N3!S2^9!^^(Y"\$
MO7P:./XXV-XP00%.)00?
PI>/'MR&0:P"RKUG!S+VX=F|T#B,"UNZ\$N!5089!H=HNK/N!;JAG!MZ/P:O.>ZR%-X
M1KBM|AC!5^6._VBD+H;7-+2+4G\$N|JA=CY#+MC@0!7;&#VES(SVDIB%|TV MS3)+JON;(.
?IKI8K!Z5M0;^,...O<<&G";5L(AD:%W!_S!GE\$!&%8!9@ MC2F&).3JHG@9!"4A DM80J;^#_QX74H-
^"HT43^*N15AO.\$!IK;-N(S'(<M6NC_N/HO#)9P(ER16LE01&X!KTMT.DR.1\$V#N15RJ/-
ZZVS)X%R@1!8A M_@9+Y_?BUBP="=W7C5!P9E/9.6!^@>)-"45?J^U-(<#&76-\$CHE+E2R;^!H
MNA!>3D9!^:H/9A_-'=Z!83\$WW*A!>)5JDT6QG&2T55?P34U+91.0238S40FB
M<_D@KN(;^#P.2 N<@&D+/678!^:Z_!L@SGX40?N5^Y%3#X=?AS!WT#S;:
M=/'VCP4(J!\$)O06#FK&5A!^FS D:"NX M_3!R(^#YZ_TL_!='O7GTM+NY667DZOM'0BF!7OL!AEFJD
L#=#100^V0_T MG|=-|+13HS@FI@A9!\$;I0*7!>Q39K4U^|MRG,"1;W5W=VBWMOL#GSRE7_!JM)?
U_1=|!(4S)S!T0H_RZ,@1D^:U_45X^N_T M3J*.N4&@H/QNB;:
M9!M1\$JF!0!IC^(ISI5Y^E4'.B1'O+2Y;AU*;1+53=E;JE_?HEB(Y+743!5 MC@V"!+CX&?W.(B@PA9F9K-
L!PI:Q3H!1E;|!N*!KOQ#;CLGPT8(\$A=6>)"O
MPI*8!X+D2OKFL=)DC!|1K^E@8@RMHP\$LB.A*|H/QWAO@"MN@\$Z!M3:|X\$|VB;TJ!&V78I5N<DU=-/!
>TX!*)C MG3YUF/FIYE853#2W*3%SP.(QC\$;L M+U^(66T#6(50F_!T%X2KR\$0-
_WA<^|35.F36^Z!|O_UZ?K=E.UBPIE'086SH<^*^,^T.8Q^|B^X^%U MJ6Q,Z^F24;L=U6TC7#3W0-TVT'+/
R.9?<|NKXOG&C_7C8^8NYH*!3'E MUG!|!#;* '10X<&B%==/C6I3\$1?%GDUSK;@AR
"5R^)+6;Z)ZLH6HGMJ.91Q_*6%71T>'&/9_P^
M*IC>Y\$@&L\$/T=V9<%68L+&.F!;33=2:L9I8%1BBB5\$I+SLV\$81V:D'AS"-JM
|@ZSC*&"BD78R8;IAO'KCG\$!|"P6O+\$(N4TT8_L0*X4C5DVGHN^N):?H M1"KFB=HHFG6G?
+Z|W&Z7)NE>|=U?BXH%)M.*)K&I<-+B^!(*X;!.26:EJM
MCHAHTRI&W3@TN\$M5WV&"#SE.70B9X7=OA!Q<3CUKRRVZK'7DL&"USNFE(@
MQ*JTN65.K5@;AC=1FEFLQ2H/06_NM|K)='3*12D"M5K-);0CMX;EFFXT@
MWD.C2!X1!EGFR(MYH|<OM-HV+IP#L77UA/<.T=RK;|3MP.70,4 9W&|_M\$M9)K+_6
-2!\$Q>6'\$>LN:0!1>7M#T+16ND@WZMND@L7!\$4#JV71LKGIAG6-L)XTDZ)5N.^0VS/OX'?
*+NKA FH0Y#>2E|AAB_M_>OJT+G5ET@4)/ZJ;5BU.),TOL=BEH_3J^H=2I9..|&XAYD2A9)1D;=XC%D
M8F1'1FVILE1A*\$_Z-ZZO/>,LIM@.0J%D6_HGIS3X=^-/#.UJ55U*#5T9<@2L UIK?@|TU)IA@*RL%*Y@|5-
^D&?;|<3 U^ZC;*&OH' M?/A6;8NRLC)!;|KB/V%,DXNS(*4X*77Q/0_R"2J&0LAS4;3)B?@8>.:TG_
M19^M!SS8G;>,AS-S%L,VP6F^5K3 B.K&S9>X\$0-ZJ0+ YZ6L3_ME+:&|!#7 M/RKP#M#1-"\$P;\$-D:4GX?
2,U2^9>HYT+?<|U@:G.MR+=>\$DO+!S,2 U^:(
ME>\$;814A2V+2/6BK5V4I=&2N! =7!3"U18:%S3/7R(75^L;=3517!9)@+O;Q M%;TJ4C^\$|C>S'Q=2HJ
V.L2F1#;*VX4Z.X).IGJH8?=(MR&2*1/ZI9W6@J>_9|<_!U\$;:W*9N-4|B^" MJH.KX!8%Q|N"MX%8@TD/=
M<_A9;|3%P9#D_DU+U GN=K%0*Z?
+ZD!1H@A5F74).V!Q*Q6H@A" _DL!2!W@S&;QXI7ZHLH80QB\$*B*>DQ#\$|M65V_U'B62(6SEL
M#@6Q1.8W;|E,RTAA,OXQZT1M'8K%V@\$!6#|!@%BI6_>5-RI3UXC#\$N?Q_EP MVRQV?-D8C\$(%1_5IEY
L-'>WL7MHF|>VRU<(4\$R'!GMVE9Y!H;;K:R"V_1T!X+M?
2Z!G.K4W7BGJ*3!W31HY@16AX30QW985GTXRL@0VNTTV MQ|+_O;Z!<=MAJ3.*!-_1\$|8!|-
|WL!KU_#M-&|G"RL&WGAPV!*5?1;=&4 M5JV!>RYTY)XZF\$A.%,8!EM23
"LL"^B4XQ!EM<+8O)LD=ZJ!O7)EZPEE#R"7 MP@
FDP7.+020&LCL7ROI MHGR4\$P\$|(0L.W!;8NKZ98H84[S//+G8J|ZAM_8N(-);%V?4M.YUI?^Y^;|G8
MT2K(@5F!P+CPR%7!Y5^2)!\$1_*C9B&*%L<*K5?BP!2_|HD/RE6JH^,&MK M7A6KB/J%*/EL/+E4'B!:(6<
W&4O8TY3<)6?P@U_^GH;##@ZE123F!W'W*> M,*);_HE.A<-(?P#R&!"UA6<?>
=XJ*"WND|VP:6#2B|N;XDP"&VTV19K7/2C!|>7G/+0>4|MZF!MF8B(YB0_!D40*"#IW>)<%?>
X65>' +Z56%3V0' M^C5/G7PPN1*X*=H;1>B@VE56O5/DZQ!SPDJOI*.80&?5IA 9)@>3(2:2Q6#2
MSFO%67L;C^SGLI+H3^G*#J_-#GK&10*4%Q(W3SP26>|Y^A7S?*1R;DX M_6+!2S^ZGK-
ITZFT_5;D:ENA!D!!LD-X6 ^@L8=K;\$Y Z%;K^H4WDRP!MDQ7
MC_KJX\$AME57JCG(YOJHE<9:EU"!CW%..(LQ5+WRF=UVXX*3)&8'#VE^
M=2;8..TE\$MK*3?'K:E48TY\$8^==TO6S*BA!Y8"WYGO("=LT-/&J*+D&RQI: MFA-
RH=U/(N_KN.^RP'XV/D\$*.9HW8WSFJ_ ^NION5M|RD4U;+6K3,>3_EE;:M3:E@QZ0B_F"Z.VS3AYS!>
4@0B;YH=4|JR-5M@;:CSPNW"(L&(0:IFQUI-4\$ M0@*Z6L;TF^2;5*G6FG+@Q
8)"2'FNBCK:P@OZ"H;KV!|)CH "\$Y%531-M#BF5;*@)"\$MULKP-5!Y!*"SJUL8<:%QT&(<)"
MY!L)PACBT*M-W?^L+\$Z2^!N!MW 48^#X&KXM&Y7|MUC^?&KX<+4<=G28*@P
M=?"B!^07LO_!PVI01OIPWK(N"E%5=.M)TDUFF"H+1S.K5.;>X#0%+. Q/>D?DY(D_*)1X<;9Z@Y=\$%
(&"V!V+;U85;&6JX M8!F;.>Y,+2LM"21) H0"7OLE6|PDIPF3\$12H CV&F!"M1!)EJ911H6\$R6=I MO)7-
/F?1U\$?"GY|Q&62^XV@<#75;:|64U..#7!|C%|H;BN4Y:"VW9!|22_-Z M!GT6X^B4_VK24%3Q%?
FACUVJ.=Z,41!BT.7J^NB3H7BE'H!2_-'BD;J.K24 M"PAZO4XK+6N!T1>%;FF!@="U!VU7R_#S5KXN*^
M"QSHMDA.6!^G"68EP?X-\$;2&M9@C!6;=TBB1GX"635 MP(S<*AC9^J NV#Q8.OP<="V:<
W_|Y#U0\$LAZZIT MM^A28U4..69CIZ<="PQ4<>#2LEU"=-C_7QS1244_|36KY6*1|!;Y?0TBX>W M>|V=-
>FWW>PN0A!&4W.WH.WIKZ7SN\$<0YR'HOZ"A!VXDC-1'<6&*N;NVI M.LS+(0B6S3VA|HKZ_?6<@A2!
RWN+7QK<@ (3.LS&\$JU6-1V1S&XWP9W3'OV M7&'&:P\$4Y@|Y!>P6#;)/7Y9;.@|!4%+
MEB*Q#^B+QS!> M6T?4_ OSX)Y^U8ENH_FHARY&KBP;"W%|\$.0 M9_CV:\$8J./R(B|!N0 |D&A&YKOO*
M+!E!Z!;Q(1(Q%>U!&"3?U>HH4C04\$#"JK04H)AKSCK.N;K MI^JD4#8PLG4#<9ZK2|/28J'N! =*_3"

(K0GUY ME206,V@/O&D1P R8TX:%7R ^"M-^Y9%W/LY#B\$@=A@RG:U2G8E4UFWEC:!.*
M0_*=D#47=::#.U4JB4XAP\$|WL' *O13V9:4YB>D=*80C,,,SM:E0I9E=\$I@-
M:32=6,X+.^L4|B')"F!"!1./\$%ZE7\$SGSC2:0NP=#RD@S^E,V"@:(I9#E>D: MR<.<>PZBPH<7@)L#|.D,DQ
51A5%QS>7;^R=+4|@%FHLLP-.(Z9%R<'T|W M,K|_E;9UTYP7LCK/4JG<|")JFH|VG|Q@KD38/A?
0YL)QY3:'NUE87|J#H)/ M-M/LW\$>U#RUM^-+*GM#|6|G.8-^MZ+M.8?WNLV?Z3;#^<('QJ|D
L:PM"2Z=M|f1-1QH7AQP*6?< MP_C*7P@6|2;|+>W3T<7Z7W"K6Y^%W/0Q
_F*D(\\0DNA#6860|U.P%5%|H2X5VT- P1DR|B5%Q| M#*#;O:TEQW6)C.THUL-
:7VH1.,%6T41V|8H=S7VW3^XU3G'O6>.^4DLL2:O>&.:5 #M1KS.M(@|'QVV1)HPR7|. #
(|P<|>=%R=R;J|J3W2+Z\$@+8 M|J#|_FDA/493.-L&(G>?
A0/= %*0RE >|WG9QE>D(,T)Z%.,C" I%M9B*I%0I# M|S4U&.I1XZQT<4|_U/&J|/Y;\$-.
(|%PA#&%BJ|+@'Q&0FTX|ZX:3.*\$T6.?/O
M:=J|S\$Z1NM:JAT3_HHP2=9|SI%.C_HVTH1" IYYH2.\$| #Y":\$BCDB9N+V/+ MNBC<3R-QH/U)#D--?
U.N9IW1QV%\$B8&|Y@'38:-)N(JUM9PPC*3Y-?Q1P0 M1DB?62?KM6J#:- O-&!.I&\$T(#F!:L> 8|%-
BCZ&/9/61>FIV6SFQ)|AIX\$E MI|GB%TO=+(S#6Z)Q4|032HT7:'MR=8?EB=*9QY# 7#45OX-.H<+I*?
W#PI+7 M:|Q5|H#%WDEFG*YDG10|VU250J.V|NROUE*1Y9.7^2.KWL.OXVO%DK!.\$M|B MDRFYDK4|
(@T+|A|KAFLMF34 MP.+Y\$VVB6\$8|B^+|. \$0:|EN.&CB1M(|*%0F9W\$B|AYPUH)! (YI97|Z:L6*OU M4J"UZ
TVOBAQ9E99C@N6|H/&MG5BUR515.MV%YL8.8U/M=327(G*G%>-2;BWF:M|M+8 M-.6F\$)N%
|YH?)>M*5B>1"6KJN|6L5&TAJ%_D#=[ZJ<\$@VL^_E<7*D1|R@_6W M&EU-
|5)4X_D'(RM5?;*OO)*RU|XV(*:|V#Z^A|SK_-|&AG83UE4NN#VZ0?(- M7E9|TN%|?<
3RLP.\$OFCO:L&EZ|TAZ^MG|^=J\$H>7%@T>5.>D'8&S+2AUZE M&J8ZA|Q.>F7K-"N.MYHY7K
%|K_ |?G+GXSO:|I& 5|0+CVZ!+:8X:>N^:TK8E?UTFCA AE@OW3 MYW+"GN6\$|
|EA+|.54R9LDI0\$0_.B2(GD9:)|86"A@ZU0 B7!=8 3&|52|BM MF|MTH|S8%PBU*
|2|5GTW|Q3G4H%17"V\$=XD08!|:9Q_.CJLG6896,"=<&+T@"T1T6PNI|2+4E.FW(|V:_\$ 6W6D'
MM26:;ZP@PSH>5U&Y7;Z)M3;TW"U0:8O.>4F5*WX(Z_3C#|9?YJ/0G<0\$ME M0:WWX#.&T
M.ALL0H^|KVB7@'|!|10#.5%EE/X>+55\$YVG55\$3\$H;DW:'GP K.+R)QZ=@+P?|GY
M4@|2*MTI3LE^|2<_)THV|_WA"O9T1HV0ZP|6Z>|GKU&|.C/:-;\$1R.XHF-1
MC9\$2R>0J;|LJ05\$JL.&5X^:JG^1ZN|NMB %0H:/=\$|86S5>X' I%.\$KN!5L: M4HZ 5#BH'Q@:
|M?|CNA7+QX_V6G/'E8Z_.4700M6B|2'| 3Q:%4;|H01G|H0 MC8X11TQUV:+"O1|4-
DT:G)_4MCRF1<=::NR!_<9|L:(PB8PW:B:M4VZ>G9|6QYZ M|M+R>>>Q"Y'C19Y>EPF=YFF#
+1R|F*GVYS+6XY'&4.M5"(08HR-H9ZB|K% MMK 308C.8..?DQW.% +UBH6PD+V2AHCFSU>J/JM.UXLTGV
MAWWG L9N!8R7TRM@G\$3,ZL^Q2.^2/=XD>5+1R^)|A9VF-NL;VNG-
W4|SG=G5'TTN;WZ)BT3RBEMF0L6OIZ|LM7/OW*1 M7KY=- (O0=21UIT4S9/P-\$ 6'SLF6V/0(?
**O!=6%J_1:5<|3.)Y"13QDK233 M1+=PF%1()6G0'W%L1PI;V5+IGK;|!+L.^3|H|E;9=7_BYIM:;).|L:." LP%
M4;-F@|_H&|W \$OQ3-;";"5-7"II*EDU-?9_)=R'SC|NN>U"Q02>X9Z%1#')
M/Q;33C\$""6|P4|YK)F_\$L&XJVU+)&M|@AS.MQNI|_I#+:|U+63|U@:B.| MH<%M"L^
&.64I79@4IP+G&FO>|Y>J D5C+*,9E6\$R.)/:?>W/'DFD-|PN1W M|A2?/&VR% &|H1?7.WKF;?R&^6,40
MTE>J3652\$=%N_<6"VMEWR/NU:;"+KSWEDG?08?K|J%UV@MT+VV+SX>3,1?P M)+B-
JSKBFSITCI<0QJ#SM1BPOZT?3=@,04|P'\$:|9V=<|V|Y;|?32_7?2IF MZ>OLDDMGVQ<H,QV4-
+VU8Q*36=W.S2KA>\$|XER|Y1HNHDJX|_)HJNUA;|Z MYP|I9UM7-
\$'5|G'8UYDDU3="Q(%\$EFA5Z;SQU_VLB7LK?NJ*>|V5UDI&HH8J
M9\$IB(WS:|E'#NDZ*H"J&|%|Y*|>+4*M|J_O/OA9@?AUMW>|A-|G|HEPJ1YPU M97MR06SS)=T?,O'HG-
'C*4A5YA|_V"X0X16;NT-UK1,QMT\$|MM4 6\$3?, MB:;HB|G>BMV-
DVP;KK\$|J\$9.I.GM6WV*GD6TJ:4O)EV 9WVQ;Q1_ 3B)^.M8 MENH'Y7*.:?YA|6|L%44OZ&X^?
_7|L#"**^OD1PG7\$H%7&/G(Z\$YS&09-^&|JO?"2J M06D|@?<@9 Q\$&O\$(I&K'V!\$L9;TR/?
5'#GJ|&=D+>W4E/)R54?I9|5?\$_ M(("%|!|:;N8?YBH?
F#58NO9LUB47>B7"\$SXQ0"1JA5U:PY0%4M6YCSWT,4 M-J9;.F7JB;3BBX5@/|EG1H<(8';BWH?
Y<|P6;HZ M=5@L6+_M:XIXDYA0Q|EL4|HKV\$Y;|_|F(,HNH|U-"LCB);%K9+|E4D|HNRJ|+I* 4
MGO'EPC_T|!%|H8-'CL.*5JKK1JHGG-RYT%5^\$X*&DQBK<6F%UUK;D1MFG;+ M\$0)TMY@P#_KC\$;5AQ
L:O4S34.^0_B|_R58(QN|=4_U.C^G"/PGR"8Y4IF-' MB|(M/HP\$|30FHC E@8<==LBED|4%9?
I4B4+ATR6NBA;|469A#99"F-D%_@ M\$(7W"Z<7%7;A4?TK>\$|H<+3QOT7P*:QV_IHJ0I#*
_3=D\$707@Y?|V/X<|5GOVK/#T|F4>TYO>-FOZSAC30#U%PL9#+ M&CI<+
D8Q.PPRR(5@|89'J008U>6KDW4.U145C&\$|BAC+^XHNE&|S5#V BYC MO>6PY2H|M|:YF>(37|Y^%>
3|&8H(JV<'_QA@OV9|C_"26D=_U^|UP54|| M|Q\$M*QYO_J?
I(+Q%-8JD/19N5)DH67U!0!+K*D;Z<)7#U)DBO>0*3EDL9=N
MD/*O"CK1.XF#WQJ8_HGH59|XEY8_H4.Q(=5!*2Q@CNTV3;|'9MLP&|)KV"= M7HD|BS2:6"">|?
F0:8D1X|Q|30|4HTU>&9H)7.=CEU M=CH"|">22|V*00_|K7C)FQ_)ERMS^I|!\$?_! (0;="^
URWB006)*_T|^AISH M4*|M_2|WD>G|226KM|OQM)7?%.DK'A|W1HBG^JFMA2H276=IY4L.QG-Q)3T
MNO'FL_Q7ZL|8_MGDUQS2EIOY@X;X.\$2_-Z3V<8M5GIS2_Y.0^90K^:.'T; MXE43@L=W.L153C27-
*?.&@3'L1C|35+|78Q.1.QSD_)L%COOSG?/F^RC^ M"%T3GUU=-
GP|15;MGJ=2(T#FXC^'DOKNV_OX?)L(1Y|SA+^+|S_J.I^|+^SGWP MJQC5@1"0M(2AQA|H\$V'D;
Q|0>6('GN|DE)(R1*02<(7J;JEFFG=X;ZGFO0COM56CL124\$^F)*JMV|)K<5-#FY2""|EN-)
M@4'71YKX|O&W6&."AA\$TFB?6G5C7P01H#AP%(FK^2&YA@:'^4+L=#L|4G(B0 M:QNJ?
J#7BG2XV(*B'|DA<_|/|SRF=>6=UE|&;|M/CX5?B|D|^CL>+ OCUD MCC=8JRAG;I*Q#7
_)+"W|0:5;W.5PN4T^ MCANMR-*\$RMN>.YG97 3P19&)=H.LT<4Y_2/"|+VERJ&KV|*.^AY KV&".Y9".
MED963*?9X>U0B3J|49<'SX8TGO3F#2#=#N+BSU>##"T MW4|N=&F;0:;BY?|D|WX+U5-
RD1@>7|31C&@I\$8"&HR3T.US|)#E< MBO8+|2=#>CM=02R6'>4|+R&O:\$I'S; M |V6-
_P31)H1+>LGQ2FT^4<6;%^|_Y/G*F0=M"V|THDB*%)H0?KJHXWKY MY-@&|K7G%QQV:\$V2F%N|D2A-
XHW/>7&7J>1.=,*^:|&IZW<(BMPN\$3*" (C?I M7!>VX9VY5|YIW?"
MD)#63L.1\$7/I.H8%SA4OL08(EB&DUH RD?:BO"RR3-J_Z-IQT90. 9(E4M72 M->WFA-(^%N<DLN.G8%:"

<3B!FN YT+SFN M+OB!@1T A,(F\$.!D;9;W9X!OC^W,?H-/F;+FT"\$!86CL2W%'S"LV\$E"0VS)
MR!Y\$=3.#;>GE,L&5:5F#S@6=/0LZSZ97T#F)Q*N_!.%89^-.#M=77*@(KR3@7 MAO+A6E!
<7.*5,>.,EJIN2!2L!GS5E:??ZPB\$ "UQ=W@ "A.4XUR8Y'H>|5NY:V" M9S=JPZ6@!\$-
N/5"V90/5WC!K9L1!HZT!,: "X),=YAK(UK:MVP:4GF!3>[MA'0V#ORRC@-#C@_S-(2T'9G?|
Y)/<+;,@SVT.I\$&|AHD:)#%\$5W\ Z=!,. M)(IWS03A%PYD)'(^ZW!FCI#WU(5.A>&:4HD6Q
G!O.A\$K>F9Y8&HPR+S82= M*#)TNY9;S041(I!55APA:2EGQ1ZE9"=-
!FYM&./%M\$M%\$F!6TYTFWY&_L)C! M'O&V7.%*XE'2YF8ZF^23"U^00H#*KZ-
KIXG4!FW8%4YB30:2000*ND?Z // M NKPU-N\$:MF7PW6DSC'1W.4.@*XM-#.IGDC)SL'<\$Y\$21S0&X:
(@4D33!T MX*)DY%:OK3!J!0L 6&:"H!..X7*S%OETNZ489YH^>>!0YFM?@#3_JX D M*DUMA.@Y++>
A+!AK;5%^8V)49W.*RN2W32F/*1)^LZ097995!RV)ESG)A\$ MN1(>.,IUQL5Z:E ASLD20.N&ZH-
3+7=%DB?_LB_V40:1@Z9\$&.=4XK>/25W\$9 M;I?6VF;:X)RNWC=- 7O&Z>H#&8XNO.#B7AF:A=%%:9!6
!#_BFS>R;@2WJXE M.,4.VF!;!H.Y&E.K<AW6Y3)UN%J0KSP40",1N28T(K4R% MV6X6?L(>#NZP9F^,
!CPEA^&- M/62/R.*NX@_EC\$*/>HN(!@HYHY(D>G)>H6'E+V) UZ5Z!8P#RO>P_VZB!06 MX\$K1
G6P/P.UF1T6W5^RV)A)3=;6=UQ7)V!06T>L+30!6!Y(L3S37N/I5'? M)F@R#97B-
L>^C"=O#AG/<|7P'GVG: G&*TC2:H.94 S8D3./3)Q!??!2*Q'N M<0-5:W/OJ.U^K-Z.FI?
Y;5H6^B#9MY)Y\$NM!U*JTQ^-7H4MHJ_W^DBE5!_" M+EOJ.?O!WYZ_*DMLCIFE?#(NTT+RBO-UJ1<2?
!GR=2 3Q(K:NN@IO0-PCZB MS\$&5!7A/\$Q2U(01M_=F%/: MIK'G!"C@3)AKVH?
TB!O;#I^RPU35_H'O!B!+7P4X>)>C6T&6;2&R2(\$OOJ MUO1E!-
..S@104!Q57J>/XJ(L&R*!IM=L.B4M0C_UC+*%U6%Y59>T5.74E"UY M4?= B/HC51F!TU0GE-
DCGADS%\$WNX9TV2/F!"/M_!@R!A6^U5:S^)^TWS4 M5>W3\$Z@O*9&!DSAS9I-(*Z&+8<(Q!'"COC')N'>
(&<'DV20#T2%?Z6+6XT!3 M)D>W19I(I31(BF99AP,\$*/(HV#UW\$Y7*W.ICLZS2).5NPHL:.\$###19,P!#(
MEY^:/+!<_S^KW8NMBN_8*IJ^:/^7M/I(^V#;2VF!A2ML08P-9MR!W^/BJG8Z%!735/&-ZBL Y
#N6"%XMA!51>UAC'., 'V M=*C35^WQ3@H:7U931@ "\$ +3K,HT%M'"3+M:/PF)6FDP'1>^U/<|9Q5VJ;
(!@ MH<%Y?4.>H.8G_N8E7&A0ZAJ "524U(G"i-+T:1)JTJ%NB 4ZJH96PIAA6B M(NP/98
F83DIL\$7@:L3ZG&,7.4^+F@T@G5=@&%_A(A0;.5*TA)- MNN,\$RF)!Y7S<
^!>/NK.,86.=QE'PR\$^PVXK=-)P'PR/4*.: ^1VZW=(@) M-#S89X@KQ3M.,U@!8T!TP!"/J?7-
)14G!2Q&7\$VWPUPUU@ "AV&@_VD-IT MD! !-*JI>O'XR4ZKBU?
AH48S!8YFF@L8!3P+Q:)RCH(OJDY;ID<|6VM:|=LT36URQ33T/0V H>N%W!Y!&B< MJ5_)6:/5#
<4!2!7EOP!Q>O!HX\$E7*1>FZ/BYP^(0*N!5&>>XJ@LB9VVVUV(
M%!/&8D/!4>MSBGZW%/T/TO1G!0).YYPT!)NE4DGF'9OV%FV-Q?MNF8:"(D M6*2E%L:!
(7D!L6U6S@:L9)2.4AG34 MYNITK>PUA>%B!OM!K!D7:~?.\$SCYN3V>1LI+'X:.*?R!1.,+OK1!MTG5/*&
M6-2VBLQ@;7B1Y!BNC5TA=3.Q,X!^&!FA0L?E54=))'Q(PYPF!%65^C\!LU?CP-
/C8223!>Z656O!9UTE<9*1H.!2!6,2ITCFNR4L\$)2-YQ:HI+<.,?W"JG1C9!O!OHLV=P%GM!-O#(E!L
M9*@(HB-)G.N?R6ZMJ9- /<#)6JMR2C@_!&1H2&Q?/^STMOL:&WSYNAB!K-/ M?N3+QZ^ M;G:\$
%:EI!!I>ZBQ(K'"NP_4C:A8DGVK0H.Y#!1%/:.%'V%AF6T8!VK!R!_ KUBAA45LN;@B0LS(V#G;H%
MQ=H_!1R:(? !5;GY K+A=2;D(V:"&B+M,88^\$L*XX0C,(POV9B!1RZNRM MIH'V^RSJTYBB/QY"NRZ
+NDX,!-M"RW1"U4U1;8% M6!5!S#CKG\$C!H4K+<,U@P#&VY5&|;%50?#%7!^!S/F??Z5%AOO_C8+;)!-%
MW?VN4FGH&O! M.!+ #C+9WL\$,CKT\$N\$&(T8BQ6,T.,C*9B\$P?TJ1R)H3>:J_M&6Q^OW(4W>GN
M1B\$5MG14.FHNR TP!37HW_E(Z6&2;IVA05@0M6/66,BO5(V!@ISS-0V6P>6/ MK6Y02NY!&+@2'(>N;
(PQ%0&&U.JS!!(8Y! MVY>"!88Z(U?BVCJ0^P/=IQ39/ Z\$C>FL_M/OCX0K<8H,!^ZD2G,30^TNQ
M1(W3/KK1392#>SLPO\$ *P"UF!:-!+8>F!JM200,\$2R? !6VU=T/S(- !NEO? MT6@!;5KU;SIQS!6O-
O\$NITP!#1+.%6C61Y_NCU'F?I?_ZOI9?Y/9*D_JN)8
M#PEG;HDKWMT4G/1E@3R!|5052^2C7V>/C&BZ!SR97%)!C#<(F@!%;*G%!
M<\$W>H#WV(E(/_ "9!AVU@W!"*!J/M_;"\KP7CF O'-?H(6G#LW% MM\$J<<(ST_O P3 UI6T!K8-
1%50%EF5Y7U?8.K%\$0#DR+49IAGP+8;#DG#E6 M9%B)3\$IC1;Z"&-
N2Z&:I8?;!A>7KYXL.M1.8&ZR!72.2#>8Q4)1(HL32*O M<6F;\$Z@%/:ON;CA_M\$)S'SXZG"
!S_S.,SU!M\$*89!7SU^,3K;G&-!H" T2K MMN>N>|0!>\$D.W'GB.;91#KA=ED7HKHM-
456INPSR0E8!\$H*M>PK5L*87QR2 M3)\$STYL637=Q+F@!./ZE%LR!1>10<4.,!5-@1UD MV!ZZ8> &0?
^V:Z! M!82/&%89L_2=CPNC!:\$O"AU4M%O=I#IF7:-F-)T*\$ M#_1&9!."4*^&M.,C>N9%;;)P!#! @) W@*
QO" *TJP"E+KF#DD)T &.K27 M?0,1D+!WKK#."@ "S8L_V;0#Y!^C59262%?.!>A0D)""6)4U M4!@A?-
ITX_7Z475#*_@H2N1XXCAF-W@L>;N85!4W>Q?6PV5!+G/HGM99!N M02-
QASS4Y!+OGJ?Z=7^05OR@/MOZ2,JO*@V>"Z#S5'0\$RT !R=1KR(T'\$C M8MYM>E<2S0!)*0:PZTM%+!
2?.,C!HCNTX(XJKB M_%R)&WWLBCS<@7 M'&64=6=S=".%3I R9*((!1TPPM@IK!HR33TUPI(%C/-
IX!W#K=&|&\$&B! MOFPX+D-04%(Q*Y"1B9) M#XL9(KDZ2!["MXMT#PVUZ<#AFN;>O=?
DF<*|7@=Y2=(1_C42MGF?VNE#;&); MM5)UFIS7%72,D)0COZ.V0!P6?1'OX+2LLJS1=EYUYFY!A!.*#
<9EN7!95&61+ MDLZY7J_W" ,.R^C:D\$86#TSWEGI+!1F8^2W43Q159N"1.-&5R*[K7]HS.@(
M!4YGU2" 1XH!K4 SU_\$9=",@ED%"T&!^MHBR:'R7*C9;.M\$2WTH/Y3U1 MX#6!3XIB-
9R^UU;_K@X+JO_BQ.^W<*/.3!L8!&E\$!FMEX! /+9,#+8=X!3? M1AGRF^%:.NP1.0Z"-
B*2+T!:_DSEFIXB^40G|7^BX!P.++&^T&?!.E_\$^9^!0\$^&&M_I?@:"@YIYRPB<(> (N7<&VP?
+!)\$!WLYV+<9SBCB^;2H=@Q! =A0G4CTA M:6YEEY:CN2H4P?KR-D!|72@,F%ZG5:RR+,!5.35>X1U
'K.F8L.T>&=B(F= M5!;N1+JTU4QSI_8SV765?M^@/I(Z%@<>4>@P&GL/#:Y6K MDMAR+^0+1 '3_N?
37*M=<58 !20.W@LC8+(0OJ,ETVZ&!KW:S6 M*V2/^_2/P1G5XD(6NB.#DE#4^61!#FD?
DI"!ZC9%9&F^1KJ_\$HO5 M!59TIC&IUQ45U+4+ #CEC9KKZ! =/1.Z='7_/BYR&G95U3);*!B0N'"<68-
M%)4)ER35\$)X@U#(H'5R!S !O+4F_'P3'CXU608JTGLTJ+K##++Q1JZC)'BXW M5?
L:7NO!2/K2<7M%F5@N),M)IP-O1IMB%8D MO9AXOML?;UO3XD^W7J5LUT;OS12\$"L1007#
(9F.NR*X>+KH*0B0ZZSRE*" \$ MFM: U7"0E8VZTL35?7!(T58H79\$8;T!E/_ SLOIH(M!\$X0"U?P4S\$#"&|
<_A3\$-RK^/"\$?X=TJ MD!.=4GO.JM?) -K P1K BAYORVPM<>Z1+S7LAB^!H)*=6#
@-2N\$'1W!17#36!+OD#3@%F !JTT_=4>X%/P5%B3ANME:
M_%9.J.G;Y*QCV*X==%PF,B8.,V1S(GM:BU23Z0BU\$&%3:A <612DH6!)8D86

M)\$Q&6Z\$9E^).R"6V_5ZYBY6/.J(^+|%A'^Z,1H?7G=*,A/PK'Y=O2TFUH# MJ)%CL"(
=5K3T=0I_ ^*!;Z9AEQGGH=#SSGM-,PYC5R "I&*:+Z,U)JD\|@%= MB;N%J"7LC\$@<1#24J*QBJE?)?
=SSB/OED>^G%X>^31.-2_)U@BZY03/KT_6 MJ1HEI;J<-VG7I. 1O3PT=OP6K8KUM+(3VC-
MCG)ID9(AHI!-Z"YW<:9<=! MP/175>|B3WU9T\$J3LUC93ZMJH9K>48^B9#J#1;7KYL(Z5@5?T"+?
8K+^<=' MJ1|"Z9S'(L*\$>#"N;J'))PX^X7)B>AH>)T!^R=\$TP@U_:U_PS7ALVP(3TJ
M\LS092[*6E_PG@+_.,/G|R@N"Q1Y#U"]ZD(BBK(_0LJ'M'+@=@RRC\^M,\$: ?E6G\$(?
7;DNPk00LOHR3N=0X/G"!V+Y?;\$I'7\$+W4DGLV\I=HA@?W;LLR
M02TE&.O@3UA[59+&DKVZQ00'T0:QK@)Z+C=90X^LOF"H@%?_KQ=/GH1/^/_ ^ MRCK2(1=_!

:J*3DY#43JIT.JM0Y%T^Q 43=NG8 MNP?XC="HM'C3KJ-
:E>MY(1IV9*@PN_SH?,PWB)!*#|^H/48S"N|^4|AS6%# MEXX(F9U!)|N!3EY-#W1R(FO

(>-|F&| \$|W-X;+ \$A%:&|8R/-5 52M"6"NNISO\1GZ|G_4X M.N=!=,(=7AIX=B;:Q+>0 #!:@I?:K:>DBGPT6!
<8XV^H(Q4J*JAIC|V2.? MKOXO^@^: ^H_PKU<_O:UE%M)GM%Z9IUP>GP/AA/) OI4=-E[8JB|7MJL;?
%L.# M<:;|K9;+UR|1TONUK(/+ M_>.J#"C'WJ:B0F0W)IBCZVNL;6/+^QIAMCA'MFS+
D=V)CX#6;_L=CBDCM_6Z9XJE)A*R2FI\$\$/89(8HGEYO0PH48%=-^@L MJS1)HY*6\$9^'K1O9&.,=K,G-
ESAG&H.58XOS|N#N2\$|7%LITEO!0.OR%"ID|&P-3L:B7+
M'JZKS6#8+L&ZSLIAHXRRY#9N|N>Z9O3"\$|N5VG_ZO^+!RB|P)6AVDH8(9(Z|\$16_Z1%#^3A;0JD\$NTE'
J ME(7,0!UIT60%T1?L82&8|>#>0@3Z58?2/XIT>^SV,8^=:ZFZUU*?3JZ6>S.+W MK_X\$EP?
81IGY9(>P/OQGSX/&|D)PF,95)NDR)&<38S'WLR+9Z&_M_ ^@O51RG,PCV|;B|09CRKW0%
|PM;QIO"7*K&B.A+.B:'T/8>^!O45, \$DA5_M4<;VBBS975H|!|F.:8"@E_5S'-%\$?Z)K48*J?|TQ>
(=L|X|+/&1I%,OMXLN MZ;_A0+SIBB\$,77FJ"=S@U_0_#?S(>GOXI>BM\$;C@8Q._XG+!4;F2<|H%U82
M=FI'*MNU%(#;0F%>WZ) |:-KL".X?K5#W?.64XK9SD4J|IOWNC6SX17(Y5?
M\$#I2)DYXL5*JDK>J"1L5H8T#G(%145H\$AN#V)@BCLO&*.0R4>C;.*%U;!'=-\$=S/^4
M/1)S#AY^E3,>OT#8CX"1#"L8(@GJ|1I9^>D(GAAN@?6UKT/IFNZU\$|O(I+M+.<^(\$6(R&|_X9Z3;.*
|T5WOZWG8|H\$6*WS%0>T|?2+D?|Z KL.?&/&6Q3L M|NV2%)DTAN7+ _YG< &&E\$&YW-1.9!D>|JBOLI8*
BR3.Q*G&K""WC\$4F MN,H0)5\$VP&90?UM_97L,9QM%W|9+NLH67B&(ZDP:(O.;2)#B:-PQ7BTRU!
M:T/=<&BG|K|N7OT"VGJ4+#+>H-VS"?|KQ9/PZ0L;N7;.WKZEI6?3*RV=BB_G
ME6,^#E|. #PX8TVEYUCU56 -(I>D14'MN"S+;9M<6NL>4S;\$=H#?(W?2UVX5;|ZO@U*QW-|1
M3ORO"*|@'*\$X|+&-5%^4=LHISF^PC XNKJ!)ZFAKO|9D@Z|=GIUQY;++QR^_M;1F^Q|;'2K-Z\$-
V\$2*T/|_*#SL)D.MM|;A^#6N|(QOFF&FY.QU6*R(UY'H
MM|FWZ5,+A|/2)OZEQTZZ>P.G/>|^ ^E&^D\$^HYA9_Y|;E'#4|8+WR;W/EMGP|8C#1%-&*.3|&MG)F-
O|!LG=0Q/L7E!<)-QBFD)(4@T M*U6LV=H<>ZS92O QSH'RH|2W)|I%&_GS>|2O_V|Y%\$-A?
M|ZF/AIZWZPXZ"19R@M8%YN|ZFWA!@XMCOF9L*EYEZ5W MD_|L.&BA/9|0E|FG&Z,B8RK-J(X,OL4?
-4Q^)|9RMB.BJ:X=+J)7|<<"48FH M+W'65%2%-@BN35-N"DS5,L>QR"3+ZGYV9#FWB_?|M=-
UTY_MWD+;:(%P&MO M0IOMK9^=>:-0I&(44P>M@BF|=A*"D)IT&E(L"3-14RBM-B>EQ)|E.GIN%""
M>I%67VCZZ_Q_K"G:OQ#.41A/^G|MH+|8A6@V\$9/-32NV#AT=*|B1Q@D>4 M)),L=V2/;'WN-
H&4;R"3%T3B6J(FNX"-50Y'4G1DE,H46^LJE1>P/XG+1H@_MS)|=(9Y/J_-G
(ML@4BN2".J|&#NHC2C.2C06:A0<|B"8YK=I M66@1SE_ATPM31(XLE#OB@;|=40;+*3#5;9P
M+W#1XCIX^N3R"3<_I%3_9_*?U7PBQ
TO>9)#=Y3=SO*_EQQWO+RQY;*_+SL!9G%;B_J%6#KWTEC/O/RXOQ6< MN=^,|M'S'-
B2==|8&CR,K\$AY=@|>,
MW(D=S4(@.LD80&%YF&SOVG^Y8|7DROY'\$2WLY(/;B4);+3|Z#4;G(:X+2W|)Q3ET7FJM"*2'OAT2;|!@*KP2
MY2;UX#TPM="/T*?ONK_TIF%OHORZO;DXH23LP!+_"|QUHFA93=A?_OD;|+8& MQT7|!=
<"E,Q17|C0;IJ"@/RM6V="!UO*_Y9|0&19^#=[^JR?3J2*=S=%9HBR MHIKTDE.AZQAK?
IW^:GWE6ZV_*0B'RBFO4#)2R2W&T:(SN_@0BQJ\$3)JVM8)5,M91=AVM#7GUF8@#/1_;;L&?0#@"+
(F5)EPI*O>4|A|&@R2O9R6L>|L;Y6>-0 %\$=>=< MH6X/ZYJ>#LLM..9|Y8K5U+WE0KF_)L;:
B2A7%VP#;ZM?P|HJBXPS4;J)*U,F M/W_Z5N);_|6+;A/2|PU4_(7O0=K;|&NV;E(O3FC\$53_?
2';*+L#^IL9(# M:U| P0I"X\$JO(@)G(-19QA*UU)@)6M<|X+3"Y4B|C|MU(^>S|F>X@DYG*)RL
M*_0'X>8K58IN+&;SV\$V4G4;S&&-N VZ3+|Q"9| MN;#8YG>32+F*X)?G" M^#G"L6M7<
_W8W>S10\$1Z2|OA?RZ>|+)|HVVZ;DEIH*UMDY03N(IM7(43ZO MXUH(4E6,V|AD6@@DUN?
AV&%D5@S13%I-L#2AG^B0_,UQ*R6=|7/=RY?<@>& M.3A1KV&@B|H<+PR|W|(W0'K)|0WOH|&O2?J-
*_1+;+&BB9J;4N MJL7W3Z;)|88'CT.J.L)!EQ MC=W"SX3M&|RQ"XM| (9Q)7F)*LOBX%
T^4;|MO;1"9Q4Z|6U|>:0P.>MXS3RN#4*"%%&V"#D9;& MNZ#@|JHZB|)HB2|)>>|2@0QB"N4LR**|N;?
LV1=8X<;W1\$=6;|(-"E+@M8 M|?56")9I/>BC4Z|@%,S2G\$ _PE5:"QQ\$%=AP+F;O>C7M|QO4>|B;
|O|C&Y_B< MB|TM%_O#|*Q)|-|1_?OBD%4Q+1;F|D&NJ^B|TV|2#A9YH|0+//5'/XJQ M>PC"F;-
>@;+88.6L#>>1X)RW@PGVO)Z\$J'L5^\$RL2|1BF&%G_L) XSN#5BNM':CUS4S
M)Y!0;HKTX@;+CGG1R\$;G C.W+96=1FU|JR% <1)EC";7XWV51|_ QQ**2HF)'
M7@*\$QJ|HG<.:8.N^UW)U=XP99I-|O)E_(;N+!YM,)=>JDS-{3>%D\$KR7 MN&!"B56"8E.XF+|RH)^Q-
0JS5"M|J...@A;!YOW7V|+>-9 MS";@Z@|P#);BER.CW=FRCF#LRX<7KT_"HH|3L1E;-
<.&SWW8J'Q4L#5WTGL; M|H8@NRY6M#VYBK|,H71O,7H+24BCO6/<+<)
(7^B53J@|^A>CTC\$...\$BIDH9& M?|5DVO-
E4&F(9<&FG%|W@XY1J0./=^|/&.\$|TX>4002\$|4IZK6J+UPVR%@F-WE6?%BP((Q+
(C;M+|"Y,\$=+"194CNLSQE88"JORD?PB_-C
M3#F)%;M3HORM)Y5C6EVG.M&^WN(YSJLHAXVOP(O%8GHQ8(=H&JU\$E_)5QN MT@VSX%)C-
Z4"1&^/&V=CN?RG*Q*VBC_-7TRNZG<21XE>CZO|H%PIB%)EBA%26F6*8PD!"#;LS%IZ#" \$V!2|I#
M4U5IE(!NS+*Z1^OFR7^YW=2-OC?!4PJ_/6Q2?_CES*QRT\$+-CI7\$Z> EWM M-
DV>5ER\$P=2DVB"B;:D*ZHA M!4^KKPH^|_G=AW40=J5=&>L>QY3&GCB|D|CO_1A|A<-E*?
ID1SK;25Y)8;/F MJ09'|D)?5K_6(V1'2IQ|3T("TYNT3'_DZZUPI=-G*U_P;&&50.-6M/Y,PLJ

M5'^T2>P,\$"ZH!;/<%?OB,!@2E6;HX9B5.QLBD(T\$A\!5F@9@%3#4KJ3G0: M+Z'5VY00)E;1B'Z3=<(D
1? U/+;3&9^JBS6+^K#OZL-16 MIGMF-\$JD,..KB& ZIN@ \$O: TVW #!J?
H)3S!;KT\$:3HQ7'STHNE4,\$GI5);S07(G>1NX.V3R>|=O>O(X,'(A<' MVT15^LC
#M803E8\$072ZMS#0P>X400;V14C\1M;=>=L@E!EJ;+B;N+AIMIS M&@@WLNMT+6P?(4XF3& M?
&X);EZ4&@V8@?+IUC(W=6/HE@8G\#*8*=,3T@K#^V&OG/OW6G/4HA0\+K8
M;:8X2,XHV(1U\AH,+M/381UC7&^3(3CG(6<8!'="2Y&H;1%.'!4;,"L^.. M*ET,HYL;SF6IZI+8XJ-
BM>*~D=C&"VIN!G\RF>:6_8"O(<6SD:+9N;"R6V'E MU?0**Z>R\ SM-)V-ITIN;OLGXAYW+!Y\$E&:3
H\8^XIUURE7!/K!%U2,#4_ MA^J\$S^\$O23>1NB_0W\GO*(3G2\$ DOA&*SL9)S^6HQ@4\!TX*V6!)3;,,
W\O')_J?WDOC4MA(Z:D+IX^/\NP\O-O.5!9I225,>MJH6?,F*';A;_:SFLDQ@W M?YIM,*W)"?
N\O D+K7S@ \$<1!8%66"T91\#_9UM*9X*N#&ZS8GM-L**\$FBRU>/ M+R^/3S_X-3M3GB<"P9R_?
3.=I"TC2JU\E'7\$M158V^H(83PIVF?Y9\ MA2>I/M7D3W0L?9FCH;J?'&=H?N /.=<V;-!K&G0!S#;
3%&M3\I60AM\IY7HNN^U6=OMQ>F6W4\!%\$7AF_P01B++!H\O5N M?3'
VA>V<#NE,^JEQEL*P:QIPIQ^\$;FB+8TUOU8>2 Q;JW"OLUK+K;1C7->M" G\I8@-L\!%"[CH,"I?
YH\!\$V8*QVY_Z%H9R.%VQF651 M? YPZL\9S%P,PFV_0_1 LTP'Y4NTL11=<,,==O!?
2X5N1K.+L1%@+3+SE\ 5\K&;<+!A;P3-/MX3'UZSR%MTS?NIA\J.9/C. ("D)0./# =A7XNLM\;Z^+NS9#
\$UT.KAWAHK.Y M5R1<,3N8&^9E M2_F@\$E&OIH3.!O.?
DW>_P&*""12ME/(@&FY5:E;L2!T6Y203;M7;=@,W7(T M?6G,1%MWY\$;5AG.TR6.X*Q?
9FGP3I8DYZ\8#@!NHZRYG9P>@A)I\!\$+E+Z
MT,*PIHDE,GH;V%BG^19%AR;A)EY\?'!43;G6;:,V;:R4NN.GQQ%9;W04R\/
M#@XM#D\30"HJKPU\.#,W#R#\$,9+S?(N1U8,9K*>R\8A^!.OI\H)9WE\I\$9A MTS;* D1?O?
G)OLL* @8_JW+=))'6KF"0%N7ET&66R^.:!?:3T\!GXJ1AM;3/
MFI8XES;:,S(V:2GQD=5!*NUQ.,H+U@QW<"VTSRAE2Y&;T:GW9R/6622H((B;83RRMU\$|=IFI>/GYV\ '=
M""1%Q9D0\!;N_)^RRVIX2!9)%.4A#XZDI8#N"*M#_.(DD>)51E?*>LH;HFS MV&A7IZ81/A?7C\RI\K\G,
O7/&8!%+@6GD>&?GV\$*%@\$!9YT6\$>/=:5?N0CQ/ M&!/N&NE\9_%S5@< PU48O?2B%&+7=O.KK-
5O1Y=U\$J/K3U\Q M\K"2M\!;TAB;/2/4M4I6T)>NDX(VPM78:D6V:TR#/_W,C)-8F#11/M6*HG= MA6\RD-
@OZN,A-+/#.!.&WF\$_'1&8C_5S!32A-T6&NP:3P2&GA*NZB(FS2Y.) MI52&HOLXP\!R;_1Z4T.A?
IPL\$,DQ&W;)"%+Q1JZC);MM"CT"/-^&D(H9\ M(BX9\$2=-+FT7@@L?8%%,
<4AX3KZDJXQD\?;A\$!&^+J#1_OTW'&_+I_Z" MXV'CU3F\OF<"_*<0#_0(HOV_A#^<2?>_C\$/21-
+@\$X.BN_%65-4I1" #YU M*^KG_VZUK.;1604\$ZJ==QQV7C.Z/#J?EBIP%Y\";RE%OG,P=\$@ARKY.0*MMD
M\1Y\;IOAUAJ*62I46LB\1C<9_K?!\7G=;AHQ M\$(A2
5V\$1U\+!5M\OS:^U\FU(X#&T2)>&2!1NYU>8"5(S#';=C\ZX73\$""G';L^Z/T'^T<\$32\OH!"LU:%?R(I
_0OU6(9YMNN)Q9\$UI"\$70JP9K M3HZR;XXD?
!0JRI5*!;TP78.+G.HZ)E\ F2IA#2;*4MZB\!=9%\$NM=>:V.A7 M^LZ3AU(^!W/Y?
8RR=CZ1FLZ(16O,ZSX\7^0>>+!+6,D23PDVJ^\$\$\$A%/N^48 MCY:PX)UZ=|=GU:Q224!Q_L3-
!PI0#3\T_>7G#?1^HRS?P\&1!?.KB1Q60X(M)VKZ\Z\XD8F2;AV:1OE:2N(C5R+*\$)\@
A>UB;O5"V4HOX"+2^OX;ZZ)D&L M1&40 J,UC(*D@8_?5%Q4\OK&O>G\$XHXSDT0?*(4ASGCP/<(/
+;.!#HL1 M= _2%49WL?QN7\$WFMYL\IQDMMQX)NZE,J^8F0@!HP'J1Q5WN \$B\$'-W JXU3 MRE=@_0-
R2JQ&38I1.%?!K"(J"LH.J\3TJFKF\JX;&040QN94*T,U;K/O\N"7 MRJ-V2W\WP?
39@BXM%3(ZP_VYH5HNOF_4<2K;Q\$O5\3L'82!9M69@*Y\I#^F?VTZ_LBK668Z,K1>@H6XWT
M;)GF\O)EPZ\OOX9\;P;NAX*46X26V&YU-B!+2?*94>O758(*_D/;6W"4(<61 M> IKZY^?
WKU^& SSE^"W?W\X\(^K?PHY\W3#T_G5\j^6#H,G"CZ-
1AIFX80?Q|=5C?/G%,SAGWP8?;PA\ZC#XHX1H M)_T_48QFY+>H7\$)D%(7!;I-I
(_C\$0M^7A"Q^DM6%/#O\^#IK>'M#VK3++ ,T MQ@OR;V!1_C!!>87P%O-
4;\$B842C1K11AD\$NICHIS=PBYS#5 A47+Y15KSXRL M&8T% ^L!TCN)(A<&&(CR\OE/?%'268H=3OYPB-
+=#X:8\I\$PT'UE=ON0<4_ MGQG@B;M66S ")6U+1>SH+! ^F0J_ M(P'NA.5X\$<#)2TX1Q,9EG%K.
M,5Z<<9&O5,FR?!HJ\$X&B3RST*Y\=M?-RL.)2\$Y7+"YQ.4<%Z->MB%>6XE-
M2^M,M8I>HI8C>'4RY%#952J91%1UB-1;!2)>N0(O)DW\Z' *PW^(*I'
M\NA)2O,"!>\$462L90C,@E3>B&YA;.&!\O="S)T\$"<=+^ MV,Q3&&Q_P=)04D9TYFM@'EI2
!F\O>2KY9Q?1WB,P_""5XEY0\8U9<[D@OB5 MN3;LC,XO?;,6_ LBX6/"_6&/'^R))2_*U!=\$HJ9;&L(_@A3)J)
(A\5!&_0Z(ESK\4=H,)"W\PG%FW@_Z3=YF,Q-PC)=;Z-<(F_RF MZ2CE<_/_Y-!QLJ+
M'JE@519KN\H\$XIF*WHGAU_/J.5-292/509S\;L.TW<\$6QS5L'PK'.PY\;Y;
MVOW9.>W^_0WK0R'.+!X0YZ^R'5Z(AQOPR\&%)C\B?VN\RI\7\1T^S&^44F3 M*?
!U1T=L;LXXU\$12L4H(GH3R/O:-JEE6F 3_#ZN@N%^2YX K9GB3.*UC<9&H
M0XYLL%:LZK2E1Z&D4:FJN\$R7!&PH8%TT2\$710>162^I MJEV05_2G04EC2H" MVL!_4_R=&".C-
;2NE\$5^MSOI6NV8#1/>91_1UUJ-"W&;W/R'.(K;.<*O+I^ M\&WX#7^#;WTN\IC^X TRG?ARSC\H'Q.H;5
!E9:7A4\!%R9Q:F3N=(M'.2W ZTU51<+W0^_)K+1CQ%!&!\S4T-6WK;_7F\Q)3-)FB7P6GNFI?
!0ZLT5MRU^D\1Y;M;G7;+J_E MFMJY \Q)-DD291!@XR&9_>DW7IE(@_E6;)%@=B==ME\@\$!D9&0\?O&+
2Z M";J2+-TIRGU1"V,MOTFS+W\K.O,<0IN5SKTR9_7C;184%UZ*E1_0AFH.00+! M.ER)E#A.X(H21FQ
G\H%U@;SLO\>WAL&&;FG"EX9)O59QJ0T\&Q.;D\$@_MTMW*D(9L?A\25;EQBMV=,>3Q!*
>/M<4&*>#V_4JIF\$A0@6HKW#|0|=|#C\$G MN?
&OK8CO@DIGKH\@<3GALYV*C(H+7==YYTUAOD3S30K;?XWLS#=#^TG-<+A0\ M;?
E^;F6SFRM)K3K08\>U8\48O@R%!\5I8SV1CXZ(PW B1QQI5L_1\8BVI7D>U M0*;"%LLL F9Z*QZ_-("/;T<9!
DD_P4XT@2>MMB/(6_2J\7\$5JM1\AK_C\JZ! MSW;D\E+\$;!\6\3NC1;N4,XAZ6;?+R/PC\;-);4.;@;^ M"!\-
!ES3)D3T0XUS;X;K\4X8WAPS>\F;G\B)09ITHE*.R46X(ML@3'O!\&F^
M5\|@.DAB@!Q'T;,"#\$\CT\BV\!9HQR.@V^D.9Y6YEE*/^E5&>!9\G'MP=S%9I
MC_(:Z<0%OF<=51I\$&CP)\V)^!\;_!U9*@/FYQ/*SRUU+XZX* M NJ03YV;_!OA_CL&G9CWJS*
!ULL>!7>KN;2\ N1#*%#B\Q+;.&02(_XTVK MT1KR;HM=XX(17H5V@)) *04.)5<[97WP53/-%NJ_1:I2G2_-
"9E0R\RO8E6?S= M)>N^)!+@+^ZT/W*,RV*_.EDL&7SJ,24E\ E\7*_ M?\$Q-#;1683;P*
<"3%D(L;CTL^"-L)\$4)SG3!>_8B.8Y.%;DB\&3Q5F1WS'

MQ:FA8>%;EU@YX5;@&E,#G0E\$[8_W'D8Y]_I00>%DW1BQF"8A4>JU;RK\N5U%_MB#J2T%959-
NfWZ,00&*'OV8.&)7,V T:8PKU05CP9Q\$1KT_MU!P*
M=TN(CT+.0R4T.VR36Z!MNY5HK0BU">W0\T6<"CN^R6/Z&&'7H!|\$02"P,=AV
M*)DK'2%/B#W)>5J8@6\>8HB6AJR*)|)0%4ITV7BL!5)?PA-/C\ID0,6-JXE MHS-,&WUHSO=XR/EN?
JL"4XY\U<:,4+@7=9S9%?+O-!S;^?|\FI\$>:6.*LJ_M6B\GDRW+)'6/X\$-
>2LU+ #)A_P(R8USW:P#-VE,F2864.)UL-PV Q8_5H)'5 MO),
L602L3.E.Q.R(R(MH/8&7KR7OT\F^Q"Y:6*P1,|Y|9K=^M-1|_92^K MZ3-"3\$D.C>'*=HBO
V3\FWK^*YSB.*9WZ3#1GMV\|/#*FRTH+50R;^|=0-UC MOU!
;Y+K*\$L3|!\$!9RZ3@ "DH%G7:7QM)B#9XD_!TQ>8 O'&=1JJVA3HIPD MQ'F17'4+A-TI"HR&
(T(0'&;IAH>E%3-D-\$-!F=?OY.AOFWF<=(JTL&.8S:CS M5CG91\$4K\$H:D3KZ*|=NM.UTL5>06A1"
(=,Y062=^T(DEZTI0A5\$S^R+8XU M)?\G""#?J';C^3&O!R'Q,B"=#TFOS9!6A_Q2\$AT8XV1>S1!(X;RCI
X?M'5OZZ@7E"AUZ130*#E:9TIL&RN>O=B(7-*V.1IWC#2"2U6XQ\WEDJ?'@Z/=R
M1VN7FQ.TS*E25\$69%?"QY1G,N*R589&OQC(5):V)\$@EB\H,4D8\16'+0AA M.
|LP|AIRITE5&.I/X(KUL""*8ZR'E=J=4NY6P2P!;@O\ R;6 TT04('P MQ5MD@(/NPN)^BV+=S,
01H7%RPA>P;-^|\$6\$O>03G60.\$D-/F\$140"5>;82/M+LU69W9P;U8%#%PBJ4L8S&ID;
(\$0Q27\$|DBLCC)LOM;54'Y.KAW!%QOI&BS M:E4'=R:5|_6NX5"FN%N9XF0H4VQ:'H|_*V\$9|":AVCU5
5>YQU=G'FIJP..77Z9(2Y70H);A,4UC<;7|V M.MOMN,=?9|DL"J.J^N/NW"|"Z0+)NPRM8IT*6=36X51&;
<7^?^F@H"&;C4:|M>A%&%?QYXA63R@OSW,?1%|U(Y'L59&KCZ:1%!OVJ&N^|\FXRA&8GENX,=T64
M5./HF" 714 W(%&NG=>P+J|U!"WU9Z74\$S|K%FROSG| =^IF4L:(6.G/EOK< MNFT8JD,YINWUV2,&/B\$|
O=|D<.O+VUK\YL6=\$+;C=|S0QM.Q"18-,*4SA MMA\$J4JR|\$=X#.*Q-T\$<4E/,CD8SP/W!3"X-^%RO@DES
J1B'V#JAR;VX45E5E0DU M^,&2N@?3.D)P8Z7C%-
W36&-6|/Z<*B:KT<4@*,S|!%1ESPWM#"E>"RPI@\$%CE,-7L,_"(=U1B@L'=F7!/QSA_X4ESB.O.O_7
M:0RF&\R#V8:A.*N512;057/LAHL,*PE-J&'HN8B<)K@8|E3-ZU80HBFA,;> MTQ_SD6EB|F) 1#JP |/=0+?
C>.E<|:4)U=^Z|#7/+ .KLQ?P>!_1M\|1M MGQ:OC"GBJ02(C93&\$OV;|KU)%T|3ZBBR1001J4|
<7XN04SP@A'7+E=">?P6 ML8I(+30W<0EX2TXX!#LCU\J>9P6?Y0,(=X.WSAO/\$_/4%5F:^QFEEJ(C+C
M.LD7 M|T|H\$4\$X07>B=V5-&/T.KD*=KPBU@!_(HBK=9MB\$@D\SA&H#WVK.BTN7 MA&=18Y#A
&I-+;XM'_9X@T|+|KM)YX7G4W0/X8M?T@NPHR|\$EZUV6HDT@ MFM1.#
(Y:|/C#EN\6,X@ (MMG1"/FKW'.8|8<5>/CJ709^(N!L)YB&0U+B:3.IPJ1U9@ M.OBE "NG%1T4WN|?
4|CR/_&/RUI&@"9_A:31:(Q/*50&K|VE8++Z'VR-RI3 M2|#T'^SMO72;VC|9LF90Y\UO(^|ZNT?)_2VP=
|^-X?F2'E3H@L_0OZH,H@7 MYX8J7MZ^@|.(J(O-/B#BUSK^1@>D: ^OT.'HR(U*F0A&PG_4|N""|V/^Q|H
M#O9,Z-.O^8R#4Q ?@-|#:;|Y|V%MT,W^!NK2070U85|WW7>F=BW2)&^MVV> M/-
;|FF=G1K|YK,E)Y>/>:Z)|@0J/\$N8"P|DP@39> #/K M8G&30"9Z23Z/ SVQ7&JY:6HT,102&_(JGMR=)G;
|_WXX=^6C6SP?G'O_S| M.SG2TY!;(#><2ID4G&J|GE:CRY<50&*D/G';I48K&Z>CZ^7I5/W5F=| #)J
MT3|?<&J:X=)P=">+ M3H'TVWBGV";(B?7M|CS'?4Y_M^ERHC8S.@!"9J8(+0T=RLRW1), M9#>
27R%H?#O.>|XO|%CI1QC.H2_"X,3\$|D*(S7LTG>-CLN?+8YD^@JA"|Z
M16D4>XLTCDLN,ZWUYD\GPI1T>"@(.&427* DC^3FGTF2/U7."OT#TO: . ME3M<%!XGS7R35VV|4(
_85P:_QHA?5D%?C1UZCO=02V).|_"CHYL|U:5V/D MR-
VWTPK(412FIS51\$3=3QG%\$R,QJU=#7.M0>;D,>|395L?5FH3A4,&Z6P7K M;*A@/552JL,S:;7A?8XGR9V
#T*FRPRZ8VW2"%OMJIG0;4),>V|Z^:1#BM5\$ MKQYX;B*,Z_OF>*M| #%|
<'YISJYK.LA3^,3<7L,|")EID|WQOBI/P\$|G)+EQ MQ#\$'M|I." FU9S#O"7^,G2>ZV!9@/==T-
LE*U|PKFW>;P46P|UUB\NJ#J9|J MTD93Q?TB5?RVP;.@8RJ
_XV(D:45AF'RREG @:F>58BK|6N%/<1F)MCB@MG MG?^|X-
8S?|&6|#:;ZB49)DI2)#|N';#S551(!:I2L4*DD?0/=2=RX7V@G*Y MZ)_E;LFF#-
OEFK VY&8GO*%0VO2|)KXE45XW.|BU MG_Q- RJHIM(0KI6|C!5SBLTEUMJZ7\JK9LK(E:!(|EJ":5^>"Z-
+*OKHF'0 M..10|QK&FXKV5CMZEEN^Z.W4VO\$-:* MJ&I 9, 5L^M,9&@7?
P=O*,1\$09F9QI\$7YE_4^DB5H;+|OS|C0JM^M29R|Q|97%BW3R8I\$& MZ,*7\$H+A=%+QE7;1G(2)1W-
R%AN>W6XW:ZJ<5J&)THG(2J;+J1LPY&R+B#G.FO:#&D)AG3U!O MX5B:8\$;5S2W9
|P.T@U1\$3IS<5;JSVTL-3.@4QZ|+5UUM?_JL)(YX'_A&UP M?'(ZLIT?
GP80@^T:%MZ7N/T9|2EF.Z;CA&P:C4NS;\$RCBC)2B%#0OE6\$4 M)_ML..&U_4-M@BM.!K!
|RY0^;6.#EZ6S9_|RVGJASR%T&RJ(1RL@.R5P(CC@^ MY5L*4T|JS8AP8*7#C|86|N=D@K9?
\$4FO+E>3*+K&+V+I@#9'9E2I<>H*|SL7UWA680;|KO)^X>U !X?>7H> ME?,<*5;C-_NM"+
(-00KJ'C0H4K8MEN.&"&^WP;&B34D|1FHW)1:)*7|R(AG MG*5?-
(N.VY2D7=.;SMCU E:;>846|P2_A8(O9NL'6=L8P!<#=#K6DPG;TL2 MR|V4Z^D*A1.%LMS+
(>I&/554.KUT3*9?S>-5B,X-MT:%DR!>8UE>07OT'T5IK+#_P/5Q1&>JCHN>Z|HR-|I-
V7_R_MJ+=1@2YDYEP\$CGNP5N:T M^"TAM/%5P2/C|H|Y)8C4/@=|G\$;U4H8M1,FIS""6X|8,A)3/1-
T="GNQV M\$N6^MI%#CH<,"FOIM-3XDXPQ8CF1.<\$?"9&S15D**3*K+R,;LK9M?P+
M=>BSD9%@W'45G1VU_5+JQH=SY9WUV9(&O&I)=-#>QVDB+O((1R\$;|@XAZ9|_M)A2'9P3: ^7,)YT?
ZLK+@KG_MIZ|HKU1|Z@S-;1UB\$D6<&|Q'LZ@&S7XQLC)FN)ZC>'@F41MX0S!;AJFJUR@_M6C7|VEOB-
_TRRH\A'82&\$>RJ|_*F|3_U8=7=(#KT5*1_3(|N2,Q:8\$8+"_MK6HT9U'P;@<1T=#
(6QHB,0P67IMT5_ ;W'<|*3;?QEH73%N+U'0%\$8JD>;RX MJ#&#CWKDH%RN+=MZ*LX-
L=0)PMXRZ|E:YAU(Z(:%|R&(E?/&"741@T|J?_A#S92;(78DVYV^525"4E@1LO=.;ZTHK+8NC MJ4MDKJ-
S'WIU""16\$MT?&BOLX%A*XM04|FKH%D-J" MK;C(|J*|@ET'YNHK7;(79VGHQ'+O3G:*|
(GX|X4.O\Q|T,/=L?V_*8C708 MFO3|_MX:)|HBLT..3,E"Q3W<%
|G&|'7G|OW1.1*JC&>#M7IAT@VCZO:Q_7 MB208YO9HN37X;.)3QIR^W0\$<|*?
HNF%+8LKKW3D4_ =W@_1D/H4'>U@2E%A2E4 MC%YW|U"-U8^R'PV!GZY+ P9#B+G_P|55C M-F7L?
_CC8^_MW&,%3P_\$3S;|+>%7MTB@_A_ MOJW*P4_|*D%2+||_/'L3TUQ4@\$8<\$,#O\$+>
(:Y|J#0X|=9&N@@LW%"JSA& MG"ZO2?OV4V|+_ *M.8&3E7WT@_@N6SCOL?
_HHJ>4+"MIZYG:Y|=|N!\$D^/_QB MA6YIWH0:X\$<_M;A8+GUXU@+YTN+G|J*8!O@*0J,IL:S5WG"/-
Y1@881;DS\$S(?*DM@%U_M3|*^='!<&0|=H0I*?

l;8Y<3T6+DQK<'FKQPUJGA9"8#J88\9#1VD\WF9P\$G) M480;JRGZQ1MPQ?;
l'&'MC'[-,*C;LN^MD"E>Z\$MOWO\$FYI8E>\$^EZ^\$@RX M5XBVXK-#HS;UR
W8K&C\$B^!Z=5H8X\|M|T*|#1|57YP9?1G"W93)V#A
M@ID%Q"JER&1 JM.YR|O@>.@NYX))36(8D!>T1|K=&++.|'"R<6\$;+SK;GX&MMQ.E&Z+3W#A#@O&A"
<:#(<'X9*/.A\$?;+C2BV2#R/8_MB9S_5:GW'K-#TR M5T)DU'(H%1>T/UA-
M!676N;0L1,J3&W>2XRZ?..C(M);?_8M3,2|N+"C-F M:X=L1SLU)CR)AV2_%*0>JE#/7^>G? G&I
M.P)XP>J9MT#3.U\$BYQP\$5\ H0|O6'U5'UU\$ UU'8|L)QTBA-3*&XF0QU**,HF|O%#-91ZB*?
L@S8VPSYD/581\442P19062N|XMI|C*OR@:?.?6V MK8Q00=6)4K712Q-BY-|X(G\$|&T
M:S_G(CZG!;@)5.U(<5#4'_#GA<(1#J MC207220TR0I#K!/E|!FL:;@;T2D) M
B9*#>A"O5N@7ITE^8L9LCGAKJ_2-ZY#UA|5J^>|S F:"SV_6(VV8/1-LNE M\IK9UVIZJC7XZ7W^
&DC*":X&CZ5#-\$ES'Y MV7PW)M!E(\$CPTD\$H=(R%6X#DP*37VA|?
>0W;|@>'O.TM',L'=7M;?K_'1Q.3\$<5|PP3HXF-Y0KJHW%':J*J!'Y
M<61WR;G);+B3:CQ2(T2/FI4\$*192/>^VM-OVG|M|O3|*RV>9#QNONML8#EG| MNV7M#|)1<.;
|*I@YSCB65WT MT^#5PE|K_|8Z2YFNB,NL|Q<|>|EBC6X)Y|SFG"BD/
M\$^'AO7.X5^>^|Y'IR|6|@>>^.;?|EB%I4WXO%4|)U+8#^!S8|)E9EY: 8N(>H')2AOTBX29^G&.5FB
MHN7;|AW%C--XPE&M9.)?F|UWJB..Y|GG^0\$D\HL6.;D;<@2DKXQ?X?#9U1 M^QLST
7\$>VVV6W|0=>..|A(K',#XD,18H%+QY\$= MMEX|@|I\$B9XT%(GZ+:LQ"+Y'(^97U"VRM?KK".|5 MJ?
P(A|FX)4B5P*/R|-.IBIQ|P%4YI L,%AH/09F2\$+,D(#W;C;Z|N>AQ5B M9T.X(6GKA2;UB#E?
38U6DW8HR9+ /F(8!>P|(PIYO@;/:Y(B9R='E5_E;2Q M\XOP"@?IYCJR U8?K/>;L#;1^@K'7_=T!
|ZL.Q4F/0+WC|B;E5"&1QR&VSW& MTXRQ6(|-L;LU>K)-I09|(\$;0:8Y#Y;L_5&;P ME".
|#*FB)8&5R8|)3K_PFSIJ&C F-,RX%|H(MA6 M@/3;^K8DCX|9|_?PE#;_A_B@#:DNP2_(446*><|?(
MYCO=.EWOKU\$;T@ONDLT 6YX46%;H;H|1^>X|C2R;2HO|JKZ6(
M:110Q>A|ATVS4PV0IM^HGCN\$5|.6RA@O"R>QM&*LVUFWSA?HQ0|HCI>..|3+ MY: =*\$MK(0^.=(-
?)_Q?G:*=.KC;"R_=:RG2(O#C;|YZW>;3A2WUPB_#?TL MGR0X |NQ?..|BY:4RQ037_HV(3F""%+?
Y^NH703|'AIU+F52S(MVCFZ#?|XO?WQX|\$??QI_O#|L?W-MH-H""NA+|J3=(L%-=H)K M*0|M-EF+6+
(&FISP?R7WG;MVX|S;D78?^|KNP:&W6<|ASGD0Z%AS\$^#H;5U M1/8F'FF?HWQ|S|^==2-R/U03??
H3#|I G%LX=IEH&OU""|S='E-(@L2-5U'K|_M0X/^4=F+V23|1\$4Q.7#L*40|0PP.4)R|BHZ?#F8)U4D+R2_W?
>9THXE>9%LN/)31LB_927\$5!;!0|H.M.?K3M76>RP; /* MKV?'NWMW4AI6KJ>23M0|G8V/^:/-2P%=&\$!=
H|1G_2P?UC%>^FHRJVZ @9P M?^..TY0H.E-KXVR?*"-IH'J5TM&E2.D^*Z 4Q5L; >6QR2_K3BVI(-
==N.RKV#_MO#6U7K\$GT1;?;|@?_=XT|3T\$3/+N:%^0S?;)"(NJ(63'-V+ MBJ?FB44(|NI@?|_
D6*G;A;1&;X!>=>DBUY+F8INM;S_K33=.5|_WTSU=-GD6\$ MU5U|?6BAVC4B|(%BF|C|JB;X=^M
MOJ0.UD+F7\$EQF9D5FV|B;C|87@;.\$6107+*BS0-3=-G|K1|'H_7|9?EZU4K M:P4237SOQDQ,7J?
6|)XF?)M8|W%!0#YH4HD4>7MTEW;N;E@P|C VC&=R"G2RC5QDR"0?WA|0 M?
LL3'^>^/ETFR|D#\$&;2(OETI3T(Q+)|I41.MQXO& MN+6\$&N'\$I=J9@6-R3?
QT>9!%8QUN266|F^V%V%DL*XL,PWG4M>;*3LRS3_(R MIXFMY.PH+P
=B(HT:X+ZA|5AL053^U,OP&4L|9;::O\$|#/ M*@YV**=E..6DDG/W935|?%*X2X8P;|@#!?F#L;.&5;/|5B
66S6K3L+1V:??Z M?>KLEH>OE|C@6|9|;5?^&)/L/_X;|/9?Z?K04X1SD)U4F+;WT-"6BZT#ZAZ3G
M\$=XI9IB9L,G\$G+*)(&50#VDPXDXJ;G5/Z|@D'G"Y|B^EPG;Y..,ORGQ,-S ? M2;R+"4A0AY(8L-
OR#|1#|R3P'YC /|VB|X3|;ZH42';0-U#W1&@SYRDU14 MTRGL0^*+|P8SJ2"\$F5_WM_SX8IQ?
SB/EK0|5#7?Y"/8360YH0P7?O|0|U|S M<3;U;L_=#8LW7D=|5K|?;#^G%27ZG;K|;#^XM|X5%.\$N>4|;
<5%S@SC6X M)M.'7&|.2X,AW2F^#I%|@JE4_&EMU9|MO1 ?17UR-OG|G)=T667'UPLB&Q
MNMD2>78+5*)7J|@9ANS<'D5A.0-|RIHUV /F7)F9^M)7LUJ 9NSLWZO? M4)3"&@#|21
MJ(0RL6=X&\$TF40_::1SW|QX0J#A#^F%B|J0@_7+-2;|0J=? (HQ3##381F;L?1R_>X&Q1L
M@*BHF(WQJ46V+%<#T0#+ M1<*MK@KGZ_UWHSNI72LWFD?5:'RVK04>T^3N-%ND-/R"
M6AF7XA1Q)E.LZE\$S@V"QVHW@0CN5955F& TWPYWT/SV,>(|7"LDC>Y_M #D?4|YOL
(.DG^54=AQIUOB\$G>GI0G()WD)=|(|C@W/X8'LKBK9(%6WYS0 MWA*OK|^8\$)REX W-
Y;A45E;,\$FR<|6V*/?+-|/3,7V7O:GD#>;=PL?#'"&%;Z.@W+B^S+;EO MEU8EJHJQ|*IVL|J-5MRF4='Z|
|>7HX;L^VRXV?|RX%_/?2;#KA|J;K64| MJ;?4R9=4.YE.#?U>7U;N->?;H8""BN.)VF97Z+>XF?
0.\$F8=1|+"|)F| M;.>|."QL:9>H^*DQ|H|@T0825*PE&O.HCLD|TZ9CZHYJ),L C<2/X53=O17 M-.EHVHQ*
(YRG\$|T131V7J|@E(U7@5<0'.XCHM,P*1;O|!)B&50>9.0\$C^'
MN#4%|W85TG.61@T+F'^.;+83X(17A0IF\$@^SGYO)6R&ZZ12\$ZZ|P|;
M:1C.G\$RC>^X+8LOQL|UW";T7@P\$%N81@NR<3S7T*X@X82H)O20.+6<8SH#+-
MW59X.Y|AZZE\$ _BC#J4V 9\$+J3.U':|JB)"^>?0FJ\$Y%:|DR+D%F/'!%=WLXI MKT5_?+K'A&ZAR?
WA6ZU(;?N!=QR0#%WA+XXL)! X#|<6LW)I>B -D+04&0E@W)H6Q!'HC*<354D3E^3;LM%T|W6ZB&\$;
M=P;@HMQ|.=;>IO.FNGX F?JS6)'U5K|2*|E|1|BM#;|MK;VY)3?;R>O>ZCNJ MCGS2<.O7?
%7F#L9ED%6@_HOOT>;PO7\$D53|K1Q!NQ#2KHXA.|+AC)1R?..X&'BM2'(0S7|4;K5>585\G2|X-4U Q3#
|5M|(L,YZ;H|;..L"#A=NN"@R4=O> M574AT|'"B)*>+W-
WZ|>YFZ.SZURQ*Q%8J6/'TK(Z"V6GS5&*ST%T&%_<|/#P M'%9_4R:193+=@QKGHY2O)|W0U3B|?
&6';T5.L_VS86UDB"KL?2*#T6&!Q89 M7O:OR+"1H|W#S!)=&5UC@0JRVADT4X7P+U0,RG1S3?
\$H|ZSW066*|3|.-MML"N=\$|>^?4F 2N+9+;B,UE5A2!T+9@X3MYG=^X
M*&*MX(9|CF\$P=4/ PF@FXW)@!;(0 MS|R#S6B*WAGA;|'ER_04@R@\$8U3?=P4DP#=&0+1;
<'T8'F,+ME@G_ ^LGO2A# M7F=RI1\$L'N4&,+<2B?9G\$SJ=3/3.Y6V
MH3;V1JP86&*REA*Q|'@J>%|UW<&:WVG|@2U0|DZ;NG<0'DQ|=GB|>03"|6>1 M+EA?38SMTOK@0<-
IE# #>@+XSR!=868.=4B-UL'EPW3I\$T+ _#610EUPC#DP2E MWX1ERV|R.M)|@*D*WSTH/'#RMA3Z"=
98%;6K%'O@2XS+A-NJY#QW7F'*(^% MS&4L79M;47W=6=)Q&BY->?;ZWT;9Q1;7**V.P(H;Z(W*>IS5?
|&1;N\$A| M5>;JK|MCA;L+KSIG;|S|!|+\$ %7%F)^)#!5<2P+B6|HR;8%
M)UHGY5Z'2|JCR9B)\$9Z5^E|U%|Q|G5;) =92E9J|?)@'Z4-83"FPT';N;D832 MHFI.S<5.;+H-((T4J;.*+I-
W; >CJ.O.BP:E=/?;NWLY\$>P3JV3D.^7JXB MB7=J?3J*.@0PN?@Y|UWD4Y&C1Z""ZE%?(0H6V/AJ.
(XLH;V.5;"GUOM'<(D2>7<0L(A0XZ8>0D68A;|#|I?;# MFZ|SADDO"5S|?&*8Y#-.C9UNF@=1;N;.."

l,8AM\$JNl"27>XMjH9O(*0:=E M<0RIF^\$&M=&A@?&E6S_1_*)R/E9Q(@EL3.JB7+D?)?&-
IDF3Dl\$WlMlV(-3 M."AVF6(LA=N126@??5Kl+/QOL"DTV5@/1P(lW7N+L'??2.CS"6SWM8+l_X?
3IB4,ELTQ MLE%RC?VT=+S,4l"()50l'4=Q=Z-XE\$(l.R.Vl72XF3HlM=33(6*&73@WEE7M MJ>UW-,;A?
A8-3/O-FVL0H,QU2&2V)%l#*>E&YG?2190X5D."?l<:^SHF_3" M#X_IGH7B?
9=I05M./K%64lF1,l%A&HX)R@(@(&)C\7A'l"(2;8SCK)&;QBIN MW#3:6.T9\$!J;AW04&O.2<-
NZ_TRK>_7<35l:<"?YAZ>;H%/D GK/l\ M#&'#_*N\$FY_
=NF7EXQ)H8HOSl|CR>L#H2K>5HS\lA+5!53C0IHP!S9O^N7; MEF=ZXIF7&>
lMVI#7FDlA2&N=22&D9KL-D+AUG61U'+))57+WZ6l_1P,==&+V MS@.(RW3?8MI?
&22CN!A&Z5W.=l'^V(XZl:977"?;Tl_42V6#T'&NEEM=UX>M MU#Z;.j:57YD2UAG>J>0B!3(WBF
M'F.N#=":lF"l\$A!4;ZHIZ&2:KR#(2IXS0L4>'CE(7V;.(G6HYO9SF&LM" 2^
MJ4RYKEL0&X&lYNGA=:3l_ M61 MGLV&?MB.OGUF!KZ_*Q=JN*6PN;LZ;"?
MLY40&X?/Q(1WW&Nl.+Jl\$T6V"l7P M+%X.Sl\$SY_L_#P.Y*OR.)RF+V71BlG;6L<lLlFID948SDQ*;B|AKl*
O665I6#<-XlU E6 MN2DSAOTlJ.\$&XRB?;3NUW,PLQUOF.2(^OA3,5"YH(*AIR\$(7@RN6>Z;5GHI
M./)-5/=MR'*?6EOP,AN@*+U)l|l<|2Pl_ H(lA3BZHHCQlK3_MCA\lE'N=Z M;L*)'(-lA-
/3E5KR/_1JO@A8B%_L V>VD4H5AX. M>*_"3C=,)^.^!
(MlV@2)7S7#9)9lKlJL9lTJA9lAG2GYUR"3LE9&M@_ \$MlN'#!CF'=Y.lRl0JF M\l*WlJ'VLM;16HlCIM,0.
(%l!^&22_ M8:GMBQM\$92.TN7)=HSP0l=5:3\$?3V,S|L)-,lK%l|+?Y1@>_ = M;lDH&
lOE13l#P7=4RAXU|V>F).(/9EW%SXQUHB<11%F9)2>P,*3l|+96)_ RlJM
M;_B318<;V*V=OPEQA7R#1'^>@lZOZ^ MIQ6_*SY5MZ-HE =,UYR!\$4%'6!5?
HU89(A\$C=UL"D@l|>=@POF*(lQ,\$OZ;l/F<#U'&+Q5N:9HFPO,L9 BET+@%*#Q
M7T=944TC;QEF=PN9G/D4MY9KFJ+8*PPR&K!R*8)/#MEVA<l(262,N&-RD)G
MP%CCl^DWX=._.l<^7#5/S77Z'@YlTZO4=Y&0A?4BVl!l!%YPF=@Q&&X?l- @!3M4=:!) "L=2
MM#8'8N'%JN* BY)LM2,lC;^*% 2JlLGA 5=-GK(N_XG%Z0'LGJ0N;W'9WDS' MS:7%ZA0FFF5L;TQOSNl-
) +4RZ8Y442MD)/R AMN=1(50%&3%Zl!,4=WEV&GX M'(6=X5?5=|SE'/FFl6F2QG%ZPZ@-V;=F!L)6EWI
/3LI-.29EGE!;>KZZX M9IXZZJD)J*D'+3M6YCGZLV;&=Vl.:QAH\$l\$AD'ZP5L-:;%OA\FFFZX;/Z/Yl%
MVG57CNHNC>1:&YE-Y=AQl*C@62lC\$CO>%RH*UR4UMD"XW4-ZHDEM0)QUT2.W
MlCPl,T,+7G+=FGO@lK@0<608T+L+U3l|lEN;Y" &1\$;CTN6lK\$;DWlSf3=>1 M5\$lXG|U0RlHE:%20'?
12YQ3?DJIKlW >JA>IF'DT(G)*;EN+6CU)Y-C|<*; MO7;l;:%+5'GD7WB(^_LLE*G|'\$Vl A>EN!?'HYAF6#?
@l&^+!^!S>_Y%|2l M^Tl)00Hl^R5ZF=|l_ \$"Z*MC/OUVlYO@%;7E@5+9"%@lL(7L(^!0B,&,L%&0
MURHNV8FSL#-)(5D.@l7FBRlLZ,0l<_B&.Z,AY"K=W(57&1)2& P9!:=!DYV&% Z,R%Q"ZPS2>O
M2"H0C;Z1Hl'7F!^MF;X1MT:*!/*OFK#-+@F%901TM@P*XRAQlH'PP;M';lH MVl;BVQ?
#3\$!^2'A>L7H9E!9!?'C01&>"J*+; 0-GlZ/O@5!G?l%*3"lSAH-^
MlS|C1).=X6D<786ZBL.E%51GT8l*;G;8lOPPF?H(\$&<# M&X*MYCQO\X4PIB^Q52?
\$^DN&0T(FQ&5AAN11^X"DPM2UBF(JP7#R6)Q//F)l MJ;=@N<"@"-CMHM_9C@%1W5GDU@7!7%"
<"JU(A-61N>EHQ*7;'TMFU@)L*D
MlT59&'!";1K'9_5U0"5^UY#lHlGL^01?;UG<UF_2N:*lSB8G)+39D.l%U5#S;lPIH94M
M=DElJlJ4Z24>N0AG2>B|*)<(<l#=#0Y9Q!@**J(9MB2!4(T_#*U6&B5 MT8FU^JLCRJ=A;LNR F#
(2LlF63F&F"24D*9./*3P.P<A6\$"8 MB)/6J!@9. 2@SQ!O3!V+9)2DlYU=1lVUVP_8KEVl2"
<3W"FWMG8lNZ@H&"0B\$C>(M;(!D.0UL3269B,K<*) ME.AH4834?RWL3)Vl,OFRU^#TlMO&=1_ =YU6;
l%l%M AW07?9GE8l0D.UY*+ MYC0lSY5MPWl*^9*=.H?D_.,SG50>S"7H,QS>+B9M\,Sl7A43HP
_KH2QW0 MS.CZl6J?ASMZP*BT9l&W6?8ZS(SA#_2KUP-3K%NS81(7l=N0\0"OA9\$ "T:5
M_<98O;MRlG*!5&G&R%*LY"ZW*Rl0^W7\$.);9N,K*03;\$2;_S?WUWT9UAEP6 Ml83+P@Y'OS6YVU(Y-
(BVl).#LSOBT5;"*k<-lS>^%R*3#T,E;l7N2H2&V)N4 M=V*G;LU)XZ2J'l%;MZ\$GMl;HG#OIV;H)PC1
");)K'6MCQ"NC%,+=X;U=A) Ml!F!L'!9Q52@^P^Vl<l"YMVlW#>NY.JlUGJ-E?;R.3^60 lK,5G|=5EA(Ql
MHFFWV)E9;L(D^3=TDAH0/D7-U;ZJDNlYl0l;VWlG9l;S^O^KH&D_ HJ8% M#3X5N;J)OOM EH029..B
KO1E6! /Hl8,3T*>l2\$ _R/l#20'P+,%l-K6 M0T5lL5M^lW, @959S)QX;XS0NR#WDl,R8",6)8_3F9&@"W
M,Tl|+7DRE0A|RYW5)72*!3DO^08(M;l'@@lDKMU<+F9F9lT#TZ\$H-36C);S MZlJ@2SGlQlK-
l<^#"17L"OK8MO=X\$!28D""SKRJ<CJlN3;/B.ZRlHlM<:=O
MRU)lK)4H5l_ /Fl7lC=.5E=HlLLG47C2+H08W5#9S&Q3C%7E8MS3lV3KTS@
MF\$/@lL17%\$R;GMETFD1YE9UV;1 KQP&.U MHI"R"@H0%U4VS.&R'6Zl(P/M>EJ*&AEY) M;
l'#!"9940M&T5;SH+F';\$9D?7?1SKI3-l&>58NC&MK MPO|lF1=ZGGNZ"+Z;)Z*?7SBK?
KKH<;6>lSLMl(X,"N0YXB)YX/2;/l \$A9U M-
E6N"-3Jl-6LZCM<;JOQM/764/9H)&";\$.1#YT)O2A.VFP+VC75;-4QB9lSK
M"lX"3T\$TAI8EO09)0WlLlH.F"UV,_% UN)9ERU4!1W;JV>(*6J;GE2\$T9LN= M^lX-;
3=YYF+7Z#59D2)V l?O;-"^%P(OVGQYGCQX<%QUE3"#26@5;X9@2%= MGSXFJ3.*.>,P?
^PRK4MGAV483\$QOCP(!?Y)ZKCD50DLTD/N=@LTH#OIS!42 M9l^1B-
=3)N.H\$G|5/N5)&UG+J32'4W+B.)T*6P=CZlDQ'&8HlWCF0Dl\$(2
MOC(:C@BS\$W9E#"?)#@VlR*LN)DY;^;UCRN,O(8THTUK9.&JHY2)lF">5,4BRUI!l?#)-
_A!\$L0&D2H8'IS!J) M5NRGR5/Jl-E9.O2%;B'14SOSB#AEFF\$&MGK%SFGA;:l0>3L+.54&<+(Y/T@U;
M;_l8lMlS!W8T!1ZUZ4W2S.F-&FEX_ =O1\$OCF&_41VB0F,l'SF1/6J')OC=_.M4lP;WCB#&Yl5LDZl#?
^JWlWUO\$N^5#UERJ7l;\$)95Y0%HCG(#< >.(Jl7)KH M DW"8B6C)CYGF9?4A Sl5=-;:%LF-
%*ZG;6TlHNT,UWQ@6;l;TOY*2l+^0B MG<_+1/H,"+M @Z.(DFE_#-\$J?BS&N1.F1R;/S Y0
MPI((H4,A=Z\$8_4W%&H4G%R0TH>KL)&+Rl=Q9(1+LT;l.OE"X_76+T\$UD&K; MGS/B)l1QQ#0YHl;4;
l5V<4&RXC+G@.+RF-1,<9?2F=8A(_#F5P2*A|9"5;l MX4)7P4R'9;REH=/_V;RQ)l=H;B/M+^*59EM
79K;54MMV*)XT/W-C0H7Z2 M6FP;!&K1A|54WRVA/UW#;EN7=V5MAXWlZ;lNl1T.P,l;8SB+H ?
MH+YZ23D?HT;1F=SB-4B;VlW4187l9;.7N.X/K'ZNFlR2RDXE3PTNR6VH)U; M;l4-O.=T-8_<7;)V37"BX;
lQJ;1E N-D4SGlK^CVlFUIYK=JZW%"JZ&7ZXK MNNJ\$Cl>\$.*l8O VZlH>*2%E#4NAGDSP&l?;7UW-
T>9(#\$?B0L^5VW&&OX^ ME\$P>6C)YN44EDR?;>'A3MC?1-IM(\$Kl_%C+,@KlEB LP;5D9U"RA\$B2!W-
M.ECPZK@,?lT.E)_l#F!M,D>F+;Ml7 MM6AOB\$+N.=!lQl;96F^lTRM?J42S05O*DD6YJ;OT'6'<'4?

UPV4I>6"LE;G M'#FU90# [29\$=!Q?@M!2Y,VU_D+;4,F>K]":7KRU*19H;&&3\#=#N,[TZL*Y
M]>YJ1&BFP#(NL^MQ;+B<%KOSW15F*#*4"Z?)6E:4#"099+R-FK%EW(.=6A;J MWJ.P3IH9&-
X@.#U+82'K*!IOU;Y/#.J2'.GB!BT\$;_<@*X>C"PP[_XQ9Z/;
MIZN5F('6_6SNV|H>.;H\$2^!\$!&B:RX0<7#76'?Z3'Z!'-N@<=Z4N-1MKSI-M31)@;/!I 9S*+9|
4;:R6DXTIY<_'9W^7(-KU9EH*) G3"^=R;=;98D>%+| MRE@HB&CUA^:SMB4R/9Z^>2F3C,E.,Z5NJB-H-
;V8XAKBBQF^B^7'***=-."M4BW#.*XJHY%\$6? M>
7=|T3YE&>A5'JM4M4(4U8YV#D6KR|K5|?,RMH3I&)*!A^KR\$HS(R#?VT8 M35:OTI",V|A1_W/?
W4VW|Q)HG&4S|P8O-<2;&R_-7=|WHOC6&|*RI>L#11:
M!8|S>%Q45OB|"+7G9F!-1(Q@.\$K*KH0VC&H'1_06|Y6FY2JT>#GJN.:83
H%~99G4<:5<'F4YE_ZU.|2%M3%FMDTGO!_A0_F(7X>)|-I M9|>5#\$>P_\$.R6-CYV_Q>.X2)+90A0
MV+CU9R=3Z=@^K\$%%N_)!"I&T&,FPT.%|KN;DA|.49LJ5./<:|I<=C1!FGF= M92FS4\$%|F&-H?
JN"1H6H9^|G-IVN0=TKX89U*/_ZI91F\$H%/Z8)J\$.U\$TP&0 ME15):TN^@IP|^ICP-(1<8V/_R-
PF9Y*3I/(&*H|L5P+GQJ5I|5|.5\$@.BK?(M9?3|I8RWJF889EK|G># 'FP>?
2V6W|AR=Z(OR1M,E3KQ73Y#4W"H417@YC1_M9M"\$!X\$I%?+6%!Y7U^L\$C|L>->E.AC|4#2G\$+
|PK6B->UUU*8CN43?3@UH_M&YC5(GV;_S(DI9CPOP'IZP!.P9BSB;W?
OF==FY=*,PHYU;_AYL.HZ&Z>&6H5_M=ZQ5|/>O5K%Q9OERXA-
+"U89X;J^#*9RQMVWV((H=RR)!V89+%/L&|WWR(OH MQ+4\$VF9^*2'-U/Z5:Q&K&V/(_B@AI
BC@)%CB<-22E>/L"/8;"W|7M|HRR MPTLP?L!CQ#Y#30.(IG,A*E!6,J@X@)S;Y32!>|
|LFCWC"D3E%U@NEIH_E" M16N'HO3#1+|L,I&?L'X3B>_E(|J7Y\$|U+@SW@TX9OI9-
P@937N^+U@O:\$5W/CSNS>L,<@IC.B?(@1J20 MF=2R3!/PHW)UK1N(Z@4F-L9GB,H\$EB*C>NK?
LU/A*XAF*\$N@3QOTS490>P\$ MH?ODOQAURQ>1-U)P>\$/_F-
C=CYN9:X47\$BH+G2XAQA&8K<^F;M(SAO<6"P5S\$ M/7_3T FG,Z+W|K2|:G\$WY>FE-:&I\$<8:"-Q?2!;.(>"
((UO)J1QUYF#9:H8_ M9N+!'9:3F>C"LMIC'2.0|=RP84OQ45:L\$+AU""Z,V3L2=V(=ER=X#4'R
M5K/=&OQMFCE|F4P171LS%|/3;_DWM|EFALWNMP;_J0.|3ZMJ;|KU/_M;X|_<0+IM")%G9"JS.>QJ|#O@G
Q73|8DZX8"6\$YLOQ%|G;EN=!FO%I|@B_ M(86M6|%Z0U7FCE69@_Y599|)%#EXS5(3/&NO#-
YI_5J/<937.K^QL4)<+9C MH!;SM4B3%/3=6J)%#IEKC>,*T: GN-
^P_H.#,"FM7:BO%G'02B4G"|.1)MUY6QMPORA4CJ9WG11I|J48'8 K8.?JH\$(ZMTSRF
MBLHT|C=YGE5%5&_FDA!10=56"U^BG_V'6JBD1WR>+OW+-9|:<3|\$:3|U,THC M!HE/-
(\$#.#@/K|\$9R;CHEZ5?Y*|1A8K|IYVNA%LU\$|/IHW.)PU5--48XH6.T M62-^@6-189-
TJX: ^K8,0|R(B9W#Z&C?J6?E!FI:>W#;5FNZW;"JTC+ #H+|J;_M D-
BM,RKNR1F3ZE.+0QO1#0G;@C_#K_2?TWOI&ZI'WOFI4^Z7H5 MPP=?DO0FUB&-
Y12,6H|=D.CS8N3.&KLN=R=N_!CQ:E&@X982|)%ZO==TB)Z'A MK;|!<#RNL)7(=.6ZY%@-&=Q:-(G-
NF>SGD:F6Z;."2:10|R,>'CS;F2ZH\$@, M>:A5+"-+#\$).C?&6&@<<|4< Y;:A#).-DM#C-
|HDS@QR=E?'N|>5^V46XKLY6)Q_%|0GPXHW M'|XIEU(|PIDR-MW|B_-8U3SZ"&-95|CZ"F+?
E'U|+8Z>Y7P'C M*=1YA&N@%X6_N.F QL'6U20|/#*3(UX/P M2;H+':69E DIWI8,*NE.E?-
X8P23TOE^8XN\$G1;"|MU7FQQ|>\$PI&7HK-RCH_M_S'>.2L0) A^%+55.!!-OXYP-
U2S7<(V("2P724%TTM<;R;(>6PU;|-(11 MQ"ZVI^9@ (BL;N0DJ@X@,99;?
>13@S4UCQDJ&90GMZGD;IM)C77N_OQO%3&R M8?<'7SVV_C^A8R8Z=K;AP
O\$HV_Y9WQB64)&^H|I^?;W"Z=(M,DM@QFX)|,D,N'P&P&W'Y_#E*(|I'R M8L|FA|1+=590N.W8?
K>:ZZ00599A2&^0|;>7KLE!>LS5)|IQ|"@.XRZIC-Q M1W 4.B/P\$+&F2AJ_*1"<9B!|
MP=*B50_++WTSU|9#8OH*=>DR|@W;O&-LT MS=6XP6+;'15Y+^Z|2\$N@Y\$#5R@2=89VHH>Y8S>
MM#9EB@737W50%M6PZ8H)"\$ (4@K|\$!G@C)E26C15|SXC(0GI50;T0DD1R M+^/=8+H9RZRFRM35(%
|:5?;7KMG;).D7;\$O@.Z8SHS...>|'.^/R;+|+C%W-Z*#|I=LN=);T2CWOCM^#97TMFR9X^Z^VW_4:OL3
MJQ@ \$|B|V7WPK7NSH<=58DG4R0|WCW<-,S>44I^J3_-X;|F'O:A\$:*>H M%#41=M1P)!@|ZZ*(M<&|+
(A=Y2Z\$J>V#\$>YG\$-WLB?WU"C+*<5*4%|@|4R=" MP_ |H9_MHXG;M+\$Q\$I>|/1|WI7C;IZ_*X29 M;
<4NR2004_Z_" +RE(>^;CJF#5TR9 MJPN5I?@;WM_3\$NGO#K_+@7VR>WR'9VM):6\$ "ZL4A?L:&;(#%B?
V=/5^Q&VT9<=<\$CS5|3|=F<(CEO^,@F2UHMUJ3_MVQ**).K9\$=D3 I:.*#NV+MC+O\$?::G=9-
U=WXO*+WOVW"/@;E'_YTG1SQ/< MJ/#2;I#_V1&801#_69,3&MDP(^1S4PJ3CT/BKMJ)*=-#
(DGTV*OW2>P-V0 M= VQ80X2R>;3|,B|K>|7-D7T3E@MVW0Y--V(2E\$E% MT |YM\$%&(!5" |UP
/#R)W9VF"O|S6|!* M#M^C'2.5?;K_L,#SUT0M|Q|TH|!#W+N*>S2.VD"GM^?G7|Z0W.-&)FKN")E;O
M)CAHP>60*H7!\$3<_A\$|P%T?|=MTX O"|MWQ|JK/XG2").Y|8!804|E\$BQ8W|YZSV7=
|>3IYE(7GBXJFAI*9UCCO3BFC|F M1;|= @T2|W3&G;\$3-CLSC4HU8;#;=@<%F-Z5*U!GUQ.8?U>>LK-
SV/?4>O>D MYDN*\$I"C)-RW/HF|78.1MRCQMT8*\$DOX_<3J|L.#EE;K'NE,#+^R/G6Z;9
MPWK8&%,JHE|3T#OUCI@2) Y'N8B R_%^|10+D.(P|2E_)J;."K.Y K50-0'7
MQ7T/2|QIP4Q%&0BWYXL_N7/R'HYKC":FS>J&D:-
|_F(4@G\$KSH%\$.U11HE(GUZ1L_+1Z0U74:'35_&Z116.(...> MZ^ZT4W??"K>!A)?-
_! "OMWOR(I#.FD%F;*>(WY2B>C0J-9.C|H|G|IW=G>2J.)@\$HSW;KD/GC(@;_UJL\$K1_E>
MV8*V,T%8."P|@OW@ZME%|RJWQ=8\$2;_OO/|586Z;J*0>B2^'IGQ@!T/#0J8 MQMIJR9D.7;_EM3>
(TR03NR|<'O330%EDX("P\$;MZJ|+;V6*#+>6>| MF(2DF39\$|8.@P)U?
NE'RC*UVCE.+==*AICI#S/#/#/EZK8H/QG=E)<_7L03S M|B|K;/M(!A8AN49H3|
|&CK"7;.PTZ=C+_'SPPDR%W&U?|R'MR=|S+?|CG7-'
MOARZ1%'2F\$55R\$@LBZC|3|;M|C6UL(#5UVZD|6_(-%C)|*YX12NK?Z|5>(*B_M?WO2KP\$/MIP.E
+FB;>IZ;J@8@H>"+CO6+AC#4^62-A3O|(ICCR&YH|'R:F? M?
%M.'1|_"O_V4W1X'\$S.#B;CR3@|.PK/IM3^2W5R%*K3PX.CTZ.S|?^<_K2A_M>?B_-C=3+H'Q:=(SK;:39>!D
MOX#;HEG0?S5_ ^1E|W%@M_QHE="ZTL_U|V|DM#C|N5RNSNL=H4H"M%:'Y9
MWMZEM_ZS"%??SS:W3||Z7Q|W>_||UUESTYW#TY;_K39?^3;IEO&R23+U3R MMY|.?!+"4|&7*4V%?
B'K&NSA_S=FYZ|'BZ_>_J+P|+^'NZ>-,QVMU(H T|6/_MUQA:G@|JKNN8+Y%.RX_Q^=|I=N|?
WH?/_WV^LVBS?>Q: ^?/N|6GG2;UOI7_M8^<'7I%GO^XK!RT|*UKT3WI1CB&"0A(_U>9>R47N;
O.NW5A\$^(2FQ2:!(M:AT'G6|BXUK%1&G#@)113|5C?^_LY=%>FP(T'%HWC_Z9J780X"|="?IU3ZZ_M?

C\DIVV4#T;K MCS)+_17CY;W_N_?RY.5)JQ)OA>*GNSVS\$Q+4 M(4:[HY?B+HR"W+L2^JW<>U>L
M2=D^OT?>WWN)F)"I\ M,99,>/1A<9I\$B^=2G2V_OX,PYUY\ LYT7\4^W\YG MN\XOD4J2R'NM8^*\
|BU=0|\ UT>|4W;KGA?|T5FE_VCI2\$K34, MWG&.H/A&RL;:>%_J)8?Y=,E*WO/<,,B35S/,A1S+D2.Z>
(T%_PNK.L_=0VY_S MX_F7|?G'OO?OWE\NKS<65=_7KN\|^7_JZX;%RONO*9/I'/W\^P?U5_F3,G?
M\4X*V*1_?|HWYGO;K>&;,CSSH8\3@#Z=-C(^\?/|Y\NO)V7KWY\ZWU^>C(14RI\$*V8ZV'5,C1P=|>T6:G
M0CJ/\^XBLL^S2,4/Q6&?=E2V'OC\9W?Z^2.KR_7?2SK=V\|VC\X\KH^V"PR
ME<'U&UR_(2\$Y)"2'A.20D.Q-|FE(&#|90L2AH^7,3NG3&\|XYKR"\$CN20-M0|PEA_CW7|^|OOSPBW?
QZ_N/YQ_ ^VY.4XI\1'***VI'60T;QZ&#_Y.5F9Q2W M2A>'7,:0RQAR&4,NXWF)=,AE/-
G&W(90RYCR&7TSSG8JES&VW=OWGRVB8MF M0N/=Y?
O+SV|>;ZV?..0RMF>MAUS&T>')V9#+V|Q="(90RYCR&4,N8SG)=(A
ME_\$,GVW(93SK7,8W7.@'E,D)\X#LH5\XX^;,C\T.T\0:T?'A MD,AK2>3U-'|ZDR|T1D\IW\%|WM7N^?8"C
^*B*=SR.>((++SY|F9_Z|?^P? M|.WY\|M;N|@2|?H2ZM+XNZ+(4)IXH6Z@!="S"H W+^H(J_U&);L;
|RK(M;:M@I?^LK%*HG^K_7V7F5C#<>C|H_U_XOW&4=-^|_23&KLC*)FL;+O4ZOS9\$ M!"#;BW2!<|#J
Q>>V3-|^\S9^WSAO7L#;AZ5?G9|!+|V#R/?|>YFD6)FJH; MY5UIE3OEFF?V)|UEN'DZ_W#M|
|_BX,7IWO>/|_\$.!7?!"HSR8%(X\$|.G&=CSJ.LR"" HL.5'0AO2IS^%*>
M>ZICGJGV;#OU6M'(TO>DVMQ\$@O#|+7OE@MY M.>1'"CBN|3|*N)DIQ9;L:P?
X&&0AHP0"@+FJ836>8)H?_?T|.SQDT4GNWLG M\X^2+&+AD:D_C84(\$HQ-
%'IFY>5|M"UM;|C_&S.2SULD?T\|L_8/Y4JHMXE M=|LWW5%L;""W7*|SW>M=
|R|_CLXV/OY51E_3YF)=OMH.FU_9_OE0<9U-6(M|=;>;1&?
>H*N/.DJY|>19HM|I>3'=332/)MK*,>%8Y#/'E3T457T732&+|X/ M*S6HI9'>Y?M?|WU\5'U|>;|_>'1Z-
NCC_ ^GCJS*BT\$C'U4C#_ ;V6PDB\W6\ M51W_6V7AH(V|JHV7-VH;4=IW#/'L='|L."T7S;-"AX.N?
L.NOO|I\Z"JCZJ M)_O^X>&>-R|;#5*#3MY5)R|BE>?1|&|GCEUF/U(|#UZ2P+P6D(1DDS=)P&L" M|
N599'/_#U?^W7;PXIS _S^6E|_WRZ?R5=|G#>V_ ^MW?AO?|% M|SY>2;OX|?NKS|ZW?S';>7/U<;1S^?
O5;.?CU<5|^_O?WX_>P|4&I7\|I?>N MTB#2Q7+ #E/_Y"+E=|3|BP4(IYJ^B/R_KE,OZCH&|355!>
|93DH|\$_Z|WZ M(W RN2EBHNE=SY/R^O>0=K#A3QH/\$E\$279CI3\|FK_4)-?5Y_6.V%&FKR
M@WH|FGKM/O/U0BE'X=|^B@Z/|@G9P60|&8=G1^'9GMI_J4Z.0G5Z>'|T>G0V
M_I|O9|V'R>R0>B.0WR8BS0)(V|*760ZT'C^\$# NJ-I(RW&N_U5JY|!|1@_1M466%MX_>/IG_ZG8?
33|S/=YLCIL3X|J.T903W1X|_2K_YIGOLI5L92P?PZ M|KFE68X(AW3GV&!LD6;J4)|81J4V(*2?
_Z')_LGF|I\NRHT6T+=.|\SO>
MW=M|Q=R)_I_|\1@L<3VB(+:D1*X^8(!\$!E7A0%P/>U"F9>4YMVO6X4;UID MMU9X&#M0%H
H*Z9I&N8%6';>%N9L;A|+|KS4H?>353,H@3DG6GM|1R.O#G< MQ"PW;_!;\$<51SFF%3W@BY\$4WC4,_
N;X#N|JO\$SGPFUA1#5.589,,UX8P1%3 M@ "K5-3UK2Y|4=5...K%(DNO42M1;N
GS%%4/CDA|S\$H&OZL"/J_AZ"/T? \$> M/&CK>.G3)|Z"-!\$?5-F\$(O5N9A'(.BI M6&|N \$++V="_
Y|RA/ODX|UM8+? M?=T|UYB448D8|)=D;|J4&+ZJPX@VO&|4,<0*&7TL87.\$), EHC Z)|VJ_
M|+|JK|'MLIBE692C=)67+W0_%EF3,'.T%9G|C>OG8O=025LD#)_'=|9ZIN(O M"1;7I?_"?03I^G7A^2AMY!|!
3);40;ZGB|4_0JLXKAR.TGUI>|5S\$<2Q"6* MD&CK,EDC-%7+MK-
QA+|SUO13<%LM/T9&#+=,B4P>>=P^H*2S39.SJ/_2A M|P=OL;.@I:4&*9C#%#@6LBC+3|HP5%3
;PG+&CSHG=:8G.D,^.%@E\$#L8+#7- MU&+FP:'OJ7%ZK?%E3A?!Q_%3|3N3K2B?
2>&VK\$ _8N3Z_SW2&@OY7&665X)FL
M|O9#N|LD>P0^C/L/OS!+8_B"|3W%0|UG"KZ%"/|J2|'U'^1.;=>TW/D(Y(O|B_@%|L:1A\$L)W|G*,|_
|UUA#K4.IAM*N'VHRN4LL|&)>(D! M_0,> TOT4HXW=A#I\$VR>(UK"
\$H*T0IXJTW&QC/"|^&R=W&0NM=BJ_NLK0L<M).ZP(,E^)_A=I|>W>JKFBO%
|E;+:|V|95SAU=W+%UL:XTX?)V-A/"7QL/ # MZ&\$Y?CQEH!&4 :?SA|XAZEAH/\$(P)|#(>+#7^
0UV0AZ&N3,B;UH!T9,)_M?(S^_H-C_P^%L0;W4@9T4SE)8DEMY2G&
(VLV,69NM;5|63Z.OWRD&/D>=0B#C;R%D'. M2SWNT|<1-9|U_%COKCW4CW7V|I|/%#G!0!%J=UB0'H?
8B2N0M|3X|4ZKQT5_% M>CTY1Y|^Q#0<2K|UQEY(5!>|QEU%/>\$@Z3|YH4\$GP&U(W-T6_)#|J.C>?
MGJ;9_3?19(K_/(U+%;('B%I04*&1(TAOB^L,|I?|HOOUYT'1ZXX;_99+%AD
MI5|K8B>UF0J4%\$1ZGQ1X|XIXZ7Q9<.:A>%S_U5OHG5.YID< MZ|\$(XW33P7*QHQ^D%EC?8;
M(C>&7)B%BGH?|G=GONH5;JJD00DN*MQD_,GELX|FZ%H)!?Q*|B6U'?Q=2>;
MWM2L(>4)LC2@00Q3#A1J'509GD?'NP?>SF;MT*MJ5(0|PM/6^= 7_W%6Y M2,|CKCG
M|OAX\$PWP.SV%,U@2C+."=|X.TPUA|!#3CW.+>ZC,LLIE#|7ECX/A|+GEI0^UY4;ML=-^'_,/1F)_PP'A;QF-
26.|7%7U)OY2S M%+N_P|3|1S1=IEW;\$B/GN2)O_*_X)IE"V#Q#E|^G|J|)=B9%"^YYJG)% B4
MJ0FA;LL;6""AAZ>_V#EK5|I|Q3Y70&EX%0|O#L9^|* SOOW;N/_AW730C^
M.*|K|D|A|H>91|H#O_/OLJ'F.XI^<>N6=QT.=&5Y+|D26|VZRB.984 :H6E MP?NLL;CTR;:SN?
A5YYLHE|YF4B=NC\NY65|<4\$Z+'///O*6!_OU"BRA=BK1 M0"@/9B1-
VG/=\$)TO<*@V(8Y4\$*19R%@'C/^E.'%PLFFEB15=?Y**Q,/I5YZ'
MXG4D)W7%JTZ2+/U")UB\$Z3YF#|M(RK/TR"2U##D|'B3;OCR|*\$A7J"P;_M"(13UYBEEIBR.I_0?
S\$ _24=9RYE5|8.^TJG&WDH7;TG%^'RZN,5.#9ACPZG
M"W#9%0.WW6(SA#I=FDY6&AG@FJ@1IB=*G#Z&PA&(RYKI3C+
MM\$CMSJ=A&@;>MBBS19IK236|H0G@6@|KU7P>2|MC:F+3\$UTL80X-M5;\$U<
M%#092,0F%\$S69WFFVAMD&XW8\$;M6|Q|578&W'"<6-
5W'.@CMJM;:>1|\$S3HB*|J|9B\$K'<.=.K\$O+DIX\$NU@M9^.#+|1> M'8+|OCL49YOH4/R7BDN").6|HV.?
(V2|9)TSIOPKZ+A0\$?8<|F"709QO2|3& M\$1\$AQ.'>R_O5,G=|3=A3F&*J|GQC=8%>AL'\$GV7*MJ1U|3L
;CZB4J*IT75 MYC.N:5FX,IUDN9#6/5?@%-Z,J0%GFFE5F ;J)9>5_Y2|KT0@T5R&^K0|X-%<@'5R
W|!'5+B%_AB(296_7PEDWHG M|_M=RBNR4@LEHW0Y|O7@|Q|<|5|
MODM(2|W,\$B0;ENB'7^0|P.M0SX(*ENF M9>Y=+9_TD4?(0("8-W=-"0C|Q86|>X_NMWZ/(?:?
698DA"19>K#"JZ|I#|A|B/C1/'|^<^N>.:?PSY|ZRS69W3Y MP1U;ZXX=#^|8AKEA20*X0C_@Z\$ _L;E5LJ#-
W5,5BX"3)"2ZMH M2R|S|WLPYYHXFQ+?0DQ9B7R5J7>/'|+*#\$Q+S6GAM6"\$T*!&/OSDOD*L=W
M<0|W;:>TVDE)G;|KE;K'-IMXE,+|_"NFX(>N=Lvy>|+ON.7U6(-?X.S+P#2> M5YUJ6RVM|>

!81"UT% ^A_9U? K)CRC351_#YS/!;Z!<7&>(!ULS+ONWG82#H"VR!!!KQCUOS\N5MHG!;R7!+
(G,H*ZTM M*YT,9:6MYQF(-#%=%AO\VO&SR&MKF<"*C:S!1AA#&6-7 M=V,\$1:TGO-\$\E0"D'0?
SSF9%5F/5AJH\$ELRB-VIN\|WKQ*>W'P*_BW*|Y2 MPLH"+()T.C:GHG;T"DV\$"?
4(1)6VHE+X\9109RS\0^0|\$ _@.1_[]?8]E5/?R"C M^CH;Q7/0\$ _F86SV\|C4*|?7W844X*_4:>|)ZSU
3Q^<(S@=<@3/'GIZB,|P M4<%-D4@,N\|0'O.F39FO\4|?Y'=QHK\3-6;>SOU!Y.S@|EX,@|/CL*S;/7_4ITKT
M\#H\AL_#_IAS\1IAZ^&:M2GG4*:.0&???:\$R/7NZ>W.\$@XX\|D7U|"Q:4
M*EV;>)Z\^NW=|/V/GWY|>:#Q100XM=|W>|7J_&YW1CU^+-U</8.1/1^Y3G>_EL5<(JYF@W--;70
MM'G:|^*)|""=K5YN-5\52*C>RSL=^Z4?A:1|^>:(7*KX2@KQ7=,BCC7WERK1\$(ZFGG>
|PY;X72CO;LSY7;)QVH+PKGXB;ECM%FRQK;R-/9QF\6*+G MEJ|F_1JK\|HWK73+&C(58?LY)2-3+
KN|+T8G(-QWA-OF,JI@DOHJ?+ #5= MB*;SJ!=M!X"5Q/-X=|N\$3UQ0;50FSK(0IV\|@">/U2+7?
S5_ ^3F\|D6LEG^-M\$KI_ ^M+|= ?&CH*1LQ"H6(1-0N:W)2!|>;A|<+J/1T\$!AK,(S0|+N+K+IT01 MKKX'-
WOP<-KY|M\N?N=|ZRY|%_#W=|&P4;%/Z*F+ %CU<|R@Q\|. (5K&N22;VAH\DW;IY,'N MZ?%*KHE??
**MN?6A15\5_WR>EDDQ:/D6:OF6*B_3\$%\$5;..CZH>4_5_)5* MO@SJ;AW3\7|G&?##1H^:'A/?
SJ\|NWG\VTET')!R7OHY);9|RK\|PZ*>@WKW5+TOXHBIRZF.&'RKR -(LGI7TUZLOKEW6_Z0"T">%
MO_ :CMM?)?(2|H: @.1.,E-A BH0WCGF^TQ\|QJ+(RK-8>|/@0BW-, KLFC%-
M<'F\|YF\I#2W.U6ME+85#K|*|X\|S\$Z6F&99?4Y*-U;)%SLA_)FG(R+-IY=7 M-#U0G#?JH*=| "X=*|
<2G\$=%0;V;C;|1256Z\9C+B%Q=62E-I>M0#5+Z\2S= M\9BJH\&:K<
,)S54#|J2B#_+;:@EW;D: ("FNZ%:SQF\H"A15 M61CUSQ=S6R\#8L\|XUSE)& VDV/;*.K: ? M =M
Z\|OU=A\$GJ?=:3U09DP"1?R%*2CQ4X,@S= -(I%-UF\6-S\|P6XIRH6Y\|X MH%LB&Y>2!M12@Z-
1%LZVWW^Y;5W^G^KW_+2;7.&DUJS_ |SY/NW&C?X\XG\A MYKA.B?SZ1W1.;G(3Q'^G999|\$P5>
|:2,XWM-(O@|XGB^@D6P\|"\$JX^/_I^=; M^KOM7 G\$CX_SV#_Z&>_1: #2RRAAK#*U&YE"|U?
>ZGZM|=;:O+:Q?&|Z+':!TMW'Z&UT#L,>ZRVQ\|S_ M\Z\|7OPE@_ ;S9'X='IBMHLV^VV\|7;DGQT?
#MMM\|78\|&::L-T>:|L=|YT, MVVWM=GLY;+=ANSW6=ML_?CELM\|7;?|@V&_#?GN<-7;HG^T?
#/MM_7X\|K;: ML-T>::L=G1P\|VW|=CL;CK=AOSW6?MO?/|L=|MNZ_7:P/^RW8;\|SGX\|S\| MIX?S;?
U^_QKVV\|??'FN_ '1T<#?MM_7X\|?;:L->:| MG:|*|=AOM5KWWK#? MAOWV./MMWS\|+ EM^RW
5PR\|+= 'VV^'9P.XY);|J\|+AOWV./MM\|W\|E\|RR MWP9XR;#?'FF_[]?DG9P.\9/U^_QK@)<-^>
|3|=G@TP\$MNV6_ 'PWX;|MNC".VE M_+E _^Y9;L-))ANSW6=CLY.ANVV\|KM=CR@2X;M\|EC;
|7#06|\$EAERG6T!; MH'6|(>|/QF\$|RU;|N%2VX9-?>:_Y L'1RY0^46^T"%|^*3AMV\|L><7_ \VB
|5_N\|G4F4|)&@LZB8 M*.3^PWNEXCA-D\|@/S^NU_ C-W2>XLDAL&EV MG^IY;I-T67*3S11S1>++
M/;\$F<(85;1S-MPM@\$^870#R&Q_V<;,+092> (=7-*|VCW?10/ M<^|O_/H9;:Z,&1 MJ#GD
|3\|05\$A#|:K7<&;J6M-+^5JKKVY5@FR9|_ =.*5N?D"_\$#|Y;TRB76>>U/P\|1*X MB3":T+#APEYI_?=
|/'^*UO2@O6R"/,N7E\A. MX^/V3W?/GD3<9RCN'=4Y/8Z;&>JY*L,(K10.D<7\ YDZS)TD-7C8<?P NX,
MFD%|V\|EM\|!>^C?(-OOW?>\$#03|\$?)Z;0;?)BB7>CF0^_XZ8Z\|&^^="W6?JSIUOWE?I)">X
M*3H"\$9#K|=I@258M;V<7TBY7W\SL\|8Q8#L)H<\$VKM2F-6-F=N?UF5F/4*V/
MN3MA8U/>QW?.D_!M..:Y@ (C+=:4.X:+XXK0.&)UP<1',3.D\|;%J\|;:J#5 MXO =4R\BABPLS6J^GQC#"9
A\|S)X.AC&U@QIL0LT"\M_?Z8\|FR#O/F.B\|E M9BJ.WZZSX\|^O.5AW9\2L8D\|X-|689?
-46LY%A*7R/V=)CIF&1\NRKJ9Q M(ZCBA2;:>Q-C^J@P=Z^FKL3.\$EU\$GW2Z@2+@%
H>>XB\|R|=;LH'\$ (BBRH F MJ0\|E=?YV, /T^/V\|SF: 4MLX9A)4":UBQP-1.(&|V@Z*)\$8C0".@L1H^"PK
M>?B0\|D8PP-7\|87CY,?<<-C,@.^%Q3HTQF%84<.QO0BF.5\|J:4+(H=?"YQU MN.N+^=6/"3@0KE9.0^
\$9K53Y-Q7W3\| #|Z^RM\|08\|SGZ%|^?LF\6@U^QHQ.
M\$37R;PXE8JW/X6*=^F26\$^OF1#T205\|T+U^Y0HK\|J39LIZ\|GG)Y-9,H3XV2M'^M,,5<+
+GB;FN6\|;"I4=@;&;>B;ZP/+-=L6\|YBVOM3W&'+; M8V\|J?#F9@8D\$FZW""Q&'3.4\|HS14OB
M^'DP\$Q"BOW^5H> E\$< TL\$ (WXMD0 X_UA#,S",GD>Y5^>VQ\|V?I6.-UGXW%TLU;C#P1&DH4Y8CA)-
D_?UX\|/T(VSS\|R_< M@W;|W\|TYX@XSP\|(A03<-/ZC4SZS\|S\|< M)\P@<&H\|81M\|N.LB9
'>\$,WJGF8M8+38#P\AQ*0\|E&,(48*K\|J\|J6\|P*C7GX.C\$F8\|S.RCC M B+ (OZ&E?L)\JT7N>9Y>%5;; E1(-
GHNTJO-66"0?ED>53M_D'Y?X\|K&H MBW"T-QG\|HCFQ/Z/?_*5H_B?
Q3TXZIT(T.K4=^Z57BPBZG\|ABS#Y*41G#H\|HJ MG-W0F;QPVVB_+&3+
(&V08<.GJ80/CH:7.'>'8+T%+YL-!|77Y#@GFI5Z#&FQMU/6\|B8K).9L;*7@MZEE\|V) &'2*!0@8-
@I#S2>H<=X&_ M\$&E9=)_HT\|B\|"+ZG#@3\|+4TTI3GZ*INSKMIV&#UF\|K?S/M\|;-ZGA*
MSM\|M(\$HMSD@,I>I&^YWP0\|SJ4<7W7/H\|D1<(GZ1US>!00&A\|T\|2.Y@U1.\ M\|CA3\|B6.^C8H>U;V,
GG5J^FV06%V,|Z*>1L\|A M80>'X@>VF;KAHPRFPD'3B#>A9Q8@K"
| #DV.VX(B^,P^NF\|!&CS@|7K_)4A72 MF-&B'VC:A \$8L2D&*(F^6ZN#A M(R0&&-CB-\|2Q1)AN^/9?>
L,>^81"K@.OZZBSIR/FAMU8V.*4 MBEG&X\| M2;:6=63ZL1UL3Q7E/"\ (=N,5DO"+K)U\2FMAL1H*B?=
<-12F/XNE98HAQC9 M\|7NAOH^*K=6*D9OHD\|A-\$>FI=Z%C?
>AJ2\|FVX""O\$J;3FJXN5FQ;5N*5*5\|GE7B5\|L&YS;NVUK_MZKV<.\|ID\|OM?=';1Z78\|7_7N5A@H9%JL M=A)
(P_%08\|P M%D'TS7^ZE;K;NU^|HL=HU6\$Q7A0YTNB\|C=;^TK3=-;J7#5\|>9EC_4ZK=M^ ML\|N\|5;_4=F
4@AK&215.2BMVV_KW1XIO-"|U|<-K59)Z?YY\|CV4\|R^=5J/9 MOH+|!L\|C<6B\|E-178\|SRPX6.%-
FSRB,3*@;.'G0P#^KFEZ_W(6JY;T8?_P-02P,\$% @_%8AL60\|0Q\|ZW?;R);O\|DK=)|DST\|E\|!=|X;2YB\|A.MV<;
<+|D5\|B=" (F6A\|_|U\|_)0FP>1B\|!%5003\|)#7\|4\|?KM9^W: ^|O_?1X&-MTB..\$S\|*? U%;G'OR_1M_1N7_1-
L_L_7VTO\|+J_ MASA,I=,8NRGVT"<_ '4CI \$O_B.*?_J.KW01NVH_B8;.9W78;C5YB_V&02JL_MZL5EQ;?
QR;UJ;W==9MJQ^PU=;G-N\|E\|E-/05=-S9-EQ=/0P\|E\|3Y%-Q^LU M9>>>7&;US::K>&|3Z*F\|OJ\|UHNJ?
+R#M1G;YGZYK3Z\|GWNJ?>NS;6C=Z\|9SHJ_M_*_0\|PY2_FV3'P9^B&'> MC?OR\|00/93?(VB?X^MY-
< '\$Y2.OYDQMF+S8_95\|.+DW\|5P\|^THHKE4_ |VR MVQO@H=OTPR1UP\|H\|D\|4F<3N\|JN\|D\|08=|^
EH75PT3\|D6C4\|S'^^?0.9)N=F; ^"\$F\|ZC^GBZ^>TOA3&KMA M\|Q4P)&&)?< ME-6FHA8A?
;6B;XUWJ(C^1+U\|>)PT'UQW_-\$^: (M7%_M)*N*M6HRV14S MQX.Z8_D^RLB3F*_E\|W_.;W0%_5\|O2:A
M4>@.X4G8\|SD\R>M>3LGH8C>X"#W\|_ XI2'YWJ^~?E.U&FV9.(E)\(L?/GT MZ\|DE7G(ZCF\|RAFI^TG.#?
V(W/@^|L.R+A&E*VA+|VR+*?>.23YI\9=#TW.D8 MS\$9;43\|HRN:O+^3J\|W?R"?Y U6HPW4K^H%-
^3RR'O\|K01_KNV^0LZY.D> M?4/(@KRF6M\|QEZS3P0.GKS-;2_ =2Z\|YTM>^"UV>|
VTCCTL|>%X^\$|CAMO MAF

3K01PSQ^2A_ :T(L!Y7Q^A(^MD@ADF^DK2MY!0C_PC+GGCCWZ5;/.P!SU"=LD.)@C)BSY27;-=?
v/>DTHN:LG A6()Cj:<% M&"S8A6.D7ZWSL)QKZ?- 3Q2?8ZK*B!(WWI?Z'8;/DCR??\$MC#PWBMH|B':
|OMRZ>%3YM,?/+2#02#M7O!8(JEF%|*;*VET*I;"DLL M!2OJTA9+L9 KUEV*"KG"X6PI3HDE3QS
@U06BBP6@QEUH=3NVG"Y&/M1&\$KM M#A:7B|S?E:'4|A-6O!AW:G!03M!-12/VHAC?DG_#|6%Z'\$KM?
NUAK,Z>M IO MOOG^>&9\$EM;NN_+!%RIS;F.Q9WN+|@D MNR%D>+F#G)ELDS7Y^C+
f32;/BGNNHC">^?(@;325.=^2GQ7;CZQ1F7-^5FQ M/6W);N>E!K-
B>D)CS'FNVS8|<\$K,>9<64Z6:T;C#G?EL/EV|Z8FZ|F|E MVI/N8FY+NR!|R5S@GNR--
_3:#B*0O)K|GJ%R.?#*.RF4>|G|0OT.H'+K"B! M2V5N|HDS3N>YP/KN.&-ZWL7X:D|E.WX(7^&K-QAS7I?
XM3UP^Q=^|&H1|^M)-P0GMGPP9|S)WJ 2,@-N9GU_=#O M:LSZNWN6NBRL#;/.+3.F"
NKO*Q/RY@B96&MA\$.|MCE0U8DD33BT>Z6_+AS: M/1%>.+0|;=P:/=??F9WIAE3K14>B=6%|H?
^O/N/|4M59)>-XIXQVHUBK) M+5S7>%|A>KVL5:|>|^U^A.L+!#O M_O;N=R?VL4K"+5_77JML
|P0;OE^Z2_<|CT17KCE.R6W<,OW2GX63BS7-#7>-MG=C|1!SVXT)|62CBT:YL#5>WM MF!AW2_ |A4.|)
(+AW:GY!8:|5D)SY#6|G4>'=H=V4UJ-6E+5B|^Z7|L|J MI+_P/?=\$>-|R1U8#562FW>/<
|60Y7D9ZSE4)53X|WOVEL8?_%;BSA|&| M-L*QXV>M>|VWEWBW9X6B'=?=O=
|2GM8);MV|H=6.KRRH;:B |>Z\$T@'<\$SOKY B_F9A@0W;N@.W6=>CF+:S|J?ZY|1Y#&0/.+'CX-
MW"113KFA/K/NZ/K4|XY'.5>(9W:;#LK20F0"^PPWOF?2H;|E|S1&P?XNI9 M(|Q.HB("Q(|:|B3+|*
<97|G|V1:ZBV/|7?|3RCQ&N(XN;Q|3PR|.S8/ M^R>7^,\$-SBFM%K|N#S^*,7\$P?H_(L|
(L*/<|.4R|5K<8(Y9|PB3%P_A=#T M_@SW?GYUXW?;IPHX9'!@SO^O7\$0WG*C?_E,!=P
MX'YJN0>YH(3%2W/5->E:;%A)|/|G@(|#.-<?N#;G!?(S)DK1#-SKEWYG>KOCU?7
MMV<7|H=G_ ^QVS_)B|6GR.RY?6S3OE+<,<^<2;D1|NMUW3>8=|H-ZYAO'EBE? M*>:9=2|WD#?
=WR^<^<|M|JLC_ ^IM.DKY*U"O_ ^|R)O@93CR>|S 7F'6)V63 MH7BGED_ =0/;>SX_ |H|"K.?*(.\$K1?
QA^+*3%+YK- &YV<-4E/P9G=(4|Q M?P#^<,\$;|JW\$P'O_ +=;EI**HH!^#1|H+VE>+^<
'S:C/9_ |P85SOOEZEJ#| MEW9WE*|2|^H!>+09Y;O^SS\$W@%>N/8#70O'4YD"/<'X_@O-Z;F+R5'R8X&
(^W?KI7BO<#|'9! W=?NQS)/_/P-/=\$=DK1?O! M>+G=SNGOAZI= P@_ F!W)V0ODK4ZP?
CX5Z\$'A|AD*^HIGXP;N|_R%|I^@_ \$ MU_T6^X3TR<?8A_ %L=T3Z2E%_ 'XL+2/J|E',#^ /P(O=#=4KQ?
H!^+"9 M@KVY0?Y^T3WG!^|X;NCO*58OY@/_FOM^=7=|7_&#^8!S975"^2LP;|^!^/
MWG3N+LZO3OD1L;|^+|^|7V5A8B_ !?O_M)PXT+<_MH20IH MX54FMV_M
5Q&X4.*XR\$;9+K6DU|*N#>.L0=?LUCLZCF;63|HG<5. M!O!0G?G=||79<=F_ '%8\$*B4WYD-
%P@(|\$H*;!NU6_ "7?^9"/P|2-|8'Z* MFYK.ABS8HGFE.&D|MZ6=;VY79_%B(F+?
^NF^(:NU)SF58I+B|D@ROOB|CW|H|FU9A=3D,Q|>#>3T# MB|0".>%"RSF@B|L.>0;+^0H,R%>=9;J42E-
>X M2#3T\$US0G1^0,Q<988|<5;+;YC."T'5|@S%1GU2DA!|= \$B2#YT^FVWQ&\$_9*
M_TKQSUQDX5WZP^|X/P9NW#^<Z>|E-QW%|WE&^|0|)_-WR?I*|4|=M^C|B+PX?3;\$@N>('A
M|L.6S\$4.)FE|V 4+*TQCMY>.W0#8|JT9=GW6)=0^PSWZ%\$(BQ_ ",^M4.TCX
M*H|2VLSZU6L0/BNU1TC_#=_'8S=^X0OSS#K73)*^4M0SZVBO0?L,XW|S'S\$A M?V<4^P&ACLT-
|UFO6XV:5|E|AUF/>XU:;#|M.0:1|BX>|86ZU?D!|/L_N|^+
M4"D';.MXKRUI|NO@1AY>7|H|=HG0UDQ_L_ ^=X.TWZ2E'/LU^;;U;|#X.4D/Z_ MQB'F" 8N|9|H'VEN.?
9N|W|?_LA)|J2?T;8|89|G%W=|/*4_ S|N7=4X5Y% MC|RA7Y7Y|W1W3/T*L;_*/N|ZH\$X=A|P-\$|U>
(NR\$.>)|HB_/_3S|_.^)|OY, M=-GA!_ P_|H|HG^E^.?5V_TMCL:A1R|JY6)'XR:VJQ?3%UVF7A9;X&?
|5169|6W/R#0>W=1_Q-\$KEL_ ^?FZE,SL*8Q3EYL.JK, MK\$|S?
7C|Q|C+^<3^|G3S1C7N#ETO|B(/7*S"YZ"(O4&\$V^"1 L#M)P&PHC"D#C% X3L_(VN9;:#7E"?
VGWTT(Z;+16GT_|+16V_E)|52X5LP\$W=I>*L(JR|ZY2F0V-L;M4VOI+5257 MJ@\$ M=69SB^" &\$.\$%RF/_
^+F=?M|V?/@V*Y'DX^0*IZD?/E05Y?WJ|E#6MSO_+V, M>BY4ZGH-C2+GX|9|<>|#W
D|ADD|QMZE|JZ3T:5D4%6-9I84M(J52TN)5I? M9K|Y;|9;|@)/VO;15|X@.)-
C\$>N|YT_C|B|. "%00\$X'.#X=QS&99=")|+LA MH_. 8I7;81IST25;B|XEE(3K?|/10^R.|G|/S7>_J#B*7TZZO_%
7>,"0RQ+(<+|JW(\$M"8B_M4NBK0OLW#_LDE?G"# M,>3K)?|CUZ'@_|_|A?Q%5|)7G;YGZYK3Z|GWNJ?
=NS:6C=Z|M9SHJ_ *|+VBEZ3U)^A*0%1GZ87- |WQ.=+5E&;T|Y|O|8,319;_HT\$O;7|D)
M")#;7^|C3^0|V<_9<^>|E-NNH'_ \$)|T.#A C>4WKW%;|7TO'J+XY-|E^M_G M|J%-L^|. _>#EY)<|LNR)=
(6?I-MHZG;_H(08%LV\$4+.??9CX?V\$R&3(O^NM3 M-E>+|/"?P0US.75%AMC^N+N|SZ3N7>?
NO"MUSt|_W%|<79 ?_U=GT0G_G|> MN?KM7#J|_O|H|HM|N+YB?
D+_<(GP"Q_2*\$326>NT);FRH30%L.L=D;YP1/_Y M|X31|R|EW) FQ3?3:'0"4%Q\$QO1|IN+Z>R+;
<=PDHP_<48)/BA|^>WXR"MP7
MPF=T#|2FS_G3|Z.TC8;T|8|X3L\$.RE|WY=|G;..|JCN4*^%#A.=2KWASSB4M M,NW&I_DO5-W*
|EOPW>2F3_21YLG85G^CT#X|?OUW??H>^\$)|81N'5>\$@>T|RR7F+^|0(M|T,*7=|H)_/HAX-UH
B:;%AV2<7M;6Y^7^<(W<4A9^ONQ)CM;2"7EHW)&7;5 M!>=>JHV?@VWFO-
T>%;+0^R_V#|H>GVS;.!EU2_/9W|?S_L5Q0/Q|DW>D/I M/'138JN0Z1|H^0^BH|_|PBB|Y#YZ+CA2!0YP+
W|O(P|Z7>!!I3|US@A|N7+ M6U)F6-J|_*T_?N/SNW=^>WE/Z7;YOKVSOIYL=M|T?GZDZZNP;|XXX8&9*B
M2=>WDF)|#Y*U|^DN|_/9TV3B5G2;.V#KQ5'TU|1:@T-X\$;1Z)X3,J^#_F|
M_2F!|LHZL)UG_MNY+|P6|<1.'!<0EWM2&2LCH"8C"7R-MYPCK;L6|UAWEL*|2@T|(EK4T(M=?
L0Z2ZE!O5<#>|H_O;CM7W0N|H(0>Y\$\$.%GHPG6"|4(3|.I*:51|J|L*C MK|^C/WH@+XX@G\$;#H9|
V%CYZA.0\$AE+C*F3\$I9<%N^'F|_|" EM0%1;:6JF MY=A+)?B:4HB3<\$Q9HMBW!S!;\$9)"6ZN"<&C?
4.\$>>>|<|U>_W;10:LX|4K= MZ|L?H
2ZTN7=68N#;.W.U|99+XQS_NSV4KH"4M27H27W\$1*1K@'6RV>Y(>2
MGR92;T#=#FX,+^9@MW;G&VM5;NN)4|B0R*.O6=FHWUV/KO07BMO9S)B.NPEX4 M\$|9Y|H0%
(;3+%GA-/PO"F-O0*&&N M5F).&RT\$G?N|T6^*9ME\$KW6=W.C|A=|3:8S+GXP|PASAV<%Q/O
X6D1.SA M"/*F|^<8S_Q?)K8!(<+6GX40O2Q^<\$/_+ K|OR-%WH>+UFVKVY+.AZ,@>B%4 M>XTKZ2H?
2SKNM6I8NVUK)->ITBZ&40X|)|ER"Z13MTX|G&<2!|^=#|*EY>G M^S,2UIM!68G0;P8)TG^SR5YGE)(
P>VU1P)VM9*M&|M.1.86UJ&1)\$?M|2_5V_.*W4*S'=|0/4<\$S'004VFT;R_F8|^;O>0F2E(W
M^_0_|J;OD(E;HUIJ_).3/"W2|6F;|^>#*_D9_6M.(K)LODC-Y#P_ ^Z_X2@! M^9C(YQ|E#X0DDM|^7F|
|QTKSM|=4@K.75^_O/?;56Q/B=2B@_|&D0AED)|J MU"0W;\$85*KDQM@E3_/A\$^G#^JP\$@J!#

IGS%/JCK4."WFO6^5B"0R&+.|B! MD;ZVOJ#XEJV;39+=NQ*GF4 MJ;1,>?%7?"FM|^ (SVZ#PTX
&3K#;&TB|P\$V2|79A&)QB|%)QUWT9WD?|AZ2, M<|+%;!* RV!==0OS<&|CA_D@E)X&/OED*GD^A/U\$S
M1A8R)U3KIE'O9|5;DSQ3+&>?C'LFY,IBV9>"3&^!=9|S7Q;XGXOBD6_AGFGT M#HK+7;F)Y_Z9
4^"M\$2<9E|U>|&FJM)?|V(780>Q\$6P=|B|0:83'T(&9E/ M TP#3F&Q=-_H_@?EHS1P\$ZGO;\2 & ME0;A*
<608'L|MZ|FS+)BP<#F@|JA>UWRR+= \$9<"EHQCW,%4@BBK1K*5\$^D>
M2)962L9\$OB:#"/84BGWB=-"F;P?_Y+X>)>HPQNSF?Q\$'5=@D/=YECSJ|^\$ <8C/#?TTY1P*2&;>VD|(-D3#?
8BT3H)Y098M#<"S^5")",|J| (MAD2FD+?\$A;XE|_U\$E|_4"%/(H=8C/|D,(!TF^5SZBX|_T+E@YOAF;U=&
U,&G=1ZDM6ZDH6*.V3+.B9;|H2C5Q-V M4E4F64OPKVID!W|GK)<|?>
6>Y|>YN4(H3)"TBNWI@-0AXOXX0)*\$G6/5VKK'>|=DVAL2;@JKV,,B>+|;|CON|!5%^HS3)
M"N"JK(MA=;VS<1N=^&+*_>ZO|_A1V6A=^|W%|7L:*2.Z,DPH@&S<9+YR(0(MV=GE|4>YB)L-
|PI>X.5//GDUR-R03"T"8?SH)I0W#MVPY|L|6.>0= T70VTC MSXV|I0<;-|;ELRA?7
+_G1WYR/&>P|R'64T)QG@O|BHVP|\$1S2HDAT561VR M^B2_HF3L:'_?
>Z%E%:T0(62,DI|5T;M+UBZ8M=%NHJD|6NVW| RWQNWPIA9
M6B&P23)P8_*.?)Q2(0G2LDA*R9G(3Y(QCGD)LCPC3&.702SI(H&|;P1GMO)K
MH3HDA(I"WL&/1KL@|H1+;XI-YMA@|21&TN/T)|/^AN+BJ@GS(R3A*HO|59
M+5EI/H9'V=D;KSA;:5|Y%?>W9S|FOCXNK;@CU>^F|ZZBY|Q|5TH5|7YR!+ MVO2BMD_D!AMQ!
(CSY(G(D|OM'43;.*9&>2|5D,M;T("=G"7D6;S4|H*RD MQ_(E?5.^;Q1E;OPDAMJY_B.>*^@WC0?
3T*X|O<6|3Z)|@G,|2|EX-P+*U"*U) M+<)|/+5V'W#S/L;NSZ;:)|@|<8,G|R4!?'Z|1WU_7C8X|);A5W-:U%9;
MIK7XEK*;E|JZ75<&|^Z|T=A)2^%>,N|PXG%2Q,JHL>)W>
MI'HOUL.0BJK#TH=QZ(X|GRS61YK|>H9|67,63:%7:%6|HG6Y|ZT0%IQ9U;(O M6TJA1@Y_4@=HS|!
<(D6EZOO@UT_8-GN7H,X;VV;J_8)1%@<-^56M;N^6IG\$XE|9Q"- \$VNB#"6#M8(6D*
M8TT8;|>SM;)88U\$.V5"B"*5C2B|E=6V*.5YUF(3>N@0UE|3&FU+Z*&CG930_MFGLX\$J2*(T%|'PFRG\$;
|NQNZ#U0M_D)(9W|2&V?|N<%/ZX1N)|+X-XQU:-\$ MO7I9Y2*XYA8GX^!M'I50JH>@5
\$>ZCOI#P),Z%5A59E8LU6:%5-%6^M;IM M-I AH|?DH+ E\$U23X(BM|!RP91,H9R1.Y|-\$Z+|DJW?
O)3Z,Z#T)T DUL M8Q_OI(3NW/(NU(7NY%QWVG33/8W)LE&|>1-'>R!JA1Z|2#THBWTXE%/2NC%
MW>K%K_9;G470A%ZL7R|Z2J-|???|>WKHF^BQ;UQ|*^<^S@)|/Q(,7^>VDY|9 MAX."HQ%:A|Q3?
R1PU1KM,IOW:0;,> 1=D'#H1_&,L;*"Z6|6^F@\$TR%O@QX) M7,U&^SNYAUAI?
4R,IYF4(2&0#F:%CT8@&4(@|0Y7H|&^IGUK+|*L+2-YE!|!% M;|L.V1R.*3'&*.(>KHC;:Y||#_JZOKGF1D\$!
|7U+M",|O=LD(W#2SXM<60077 M7Q6HK@?5<;+7H7J3|0U;O'YRL;/.^Y_00
+.^K"O+A1L5I%&VQ%;A0WL=|' M>S44UIRPUJCZB69C
2)WCY)%O;JAF6WXX&)7NHQ@&|KO)5(7X\$U;_URF7DM;
MRE.LS&!%"ZXUNW1_7C25W?;M=IR6)5MEVW;:DO5M4J;:2MFR|&,4H|_KEF MF|4-
:O6C;J_(G@NDG=A\$SEKYR9/Z=I,2<3LQC?9)B,6VX8+N;,>737|AR*8| MH-F#S:L*3E7AA4?R5)5?>_V?
C|\$\$3%TF_D8>SV,B8V|8M|_&A,EVW|A"1>= M))E5E2O;H6|P7_88.T3.>|.|SW6X(Q<|;)%G_|'+%LLGOCI.
(|):DCNYNSQ_M_KOW>(ZD=NYX,|O2W,\$TM7;M,D)VC|Z^@G-KL@&4|G;Q|!|A<^X|N-4B
MW^*GS.1E;:|AR?78Y&|;S9_13"^>VA?_>22,PF^QVZ,5R;AG|Y" _&Z<> T" MZ1 &3S_H-0FN/=SSAVZ0_
J0&U+H#C%O#/-^10;G?34C>,7 M0HP_W&","&U*V-_IKPW|3|+QL.E%-X(3R5L0XB"Z;_AV-
)O:G*CI6A(41QD MJ,J73Z|'.XG1L"\$+2N*B8/NU|;&YZ3\$KG#EFSL4K<1#,N7AJ99A3WSUS*H0Y
M'21K(K)-M=|>)ZH|O1Z97YI(M,>YA D4(O'X(<0JG'=P@B)YH2)?||K?JE%.G>.ZW*#Z+QO=I?
QP4X|B=#*,L M T C)J2IP_/Z/ZH51J"JM9N)XI:# %TR L#-O+/G5VTJBHA< M_E4>ED-
D89,1|L%.6_#R|9WL |4<|!>J|_VJN97^JGN;:=JWU1EO7D4(6 M6|'G|/*** M%WKK|8-P;N_4+>!O,@*?
9_3MA;X|&9)MO6YH|I;92|6IBD,1-9ECN2^,=|H D M?@U@AKX9-M)T&:GZUNI@-S8\AY%#QO-
3%N/V+DK=H HUE,|>:UAI M"^|596+.,<22TQPD.S;_Nj@41#CP3OC\$>NW|IVVPK@#6%62K|K(MIR+/I3|
MY3KBS4\$81.%|/7M*|6'F_F4*PYHM_|9^SE;AU)(4Y%#%'3%\$S;_D7F|W_1N
ME!*C'+;U1|!"EL'QTIH=|3\$5'AJT0A2|2;\$10<9?.974PUF|G2\$>J:2#%VGIK
M2"2DU).0L@>XWL+/D%\$R3O#6NH>#B%#=#NB=K=8LOL9M@2MOK_H|\$4SN|+,J
MC;:J(\$73D6|S|\$J*L'9OFJ="\$\$,9 QEIGD;|Q/D|62;#F8?@2_P61=Z3'P3" MA=A,C;?
T*PMW*,R"%E'MLSS3|P%G@3V9L"UEH%6";=@D.PNK-JB(3439%4 M4(6XGMEVO8K"Wf;Q;+O1-
@DK6\$CA>N=&F-N|R>Y*T.O_07#D9'J&+.W14(MR|D%POO&K59U%F;\$=@+5WZ|KT?3/NX)6G4^SF(
D*CY!:=_B5|J;G%G/6_|5MY@3 MST=??"N8LDY-%;@8G#S3;CXH-
;ZX"">N.P<..L/,*HIWE7;V=|JLT|/30+8&)|15/C9)#R9WD@O#XPSW<0Q| MRV|B,,O%MNX&|;)-??"4_|AIX-
38EY'0QP7?|NRV2DE0Z?E%61;1KK!<_Z^ MV;_E13?5B6;#H-E INH@V^;D=|A|N9A%&84Q10=45|*H-
THD?U!%#XT4QP/ M"2;NQ=FM;3)Y+@DI|P@ESP@A-V04,ZNJ0VPVOFN"L_-@'OJ"=Y+-4P&"+9HY
M;QD*LE11%XH)41_@8BU00&)'V5 M*
(;R3PIR+!DIZGP|8F'8UQ|!"|H#X=>L7)'K%2(:^1KH&38V0;,"\$Y(+.1H
M)C+TK>NR56L;OPD|V2("=!QZY30;#OT4ZH|GQRB!_X_E<|G@.Z%W.COT"
<|YV4+N|Y#Q|O/6MY^W)4_F+3C| MJ#F|NZ /;+U)THFK_9_E)NX M_=("|L@Z6^K1/D-CKL#-
|8KPTT75|6DS.WD+9|<;_K^_NZ|8^|_QGCZ MU+P9W1#A",*M|*XW|.VV2M*FK?VAN;V>SIVL|&P
M86O/C'U+0|;NWM"N<'!@96G-/8V6YWR%GWI M@6VQ.C9='1W*U;N+YE_ =67)FN|P"YZ?WV)
M1;|CTQ%|H&+>+29=%EK8"K2-3T.L;5|QG*_V4BR/7'3)D(+4;\$)/3|YI^*/7< MD9^ZHFOEIGUD)A2|
(02|"\$|S(N,6I2S|T).S&(1F|J)2TH4@O"F>T|'3ZXV'XP|B/F>X|_?)
ML|F%#IP|_0VD*Q;2C/F6W/Q(=V&L|R;=|PVGAV>2|W'CK>&O4E@KVK(M@WD;|V#X/8.X+4XZLH M;
(XB@((+K0\$T3\$.)EO|GPHIE;=ZN&|'T8QX8Z+G)!EN<2BFS6|2IOH2|1- M\$\$|'|B3|MLC-MADUV4\$;T?
G#L,C6%5XKU1'UT.V@W9O_E^\$O6_|+C)"I9W MTC3V|/28\$8,NPUIC\$?Y\$|?|/\$#OB(M3-(8248*U+
|4A!/"AG3.5%BP09/R|XB0KTPVN;,>MX&%.V_\$G;X1X
M&IFB\$IDB&TBQB"|N5I5BMU_&IF;0)VH,%GG&V=B9H3PV;YI!H?|F//5?
MIR>O<5ME2%+D|Z"DSDO;>K|,'W@="23U^;XTAW0VPY/9ZT9_Y@4BPV&4@F\$6
MDX|&B9^B&D"89Q"AZYT@!,,H*>K#AO+4I^6M?-I<()0&NAM)8N1?YR76U9 M|AGR*\$IH/M))C
_W1|_QYR??2P<%Z|WP&|K|E:6_6W>_,S? M,%K@9E|U^IZM:TZOY|

IKGG;OVE@V>O>>Z:CPO_*BM,H;AI,*LB,W?'-VM(5V!|S;2&9(CW#LTJDP/XL/X|EKC^9P|>YL1+=!\$)-
MRNY4R9"1!>XHP2?%#Y^+/NA^2)|/;_H|=,.'O)<1@#WR@82H'LZRGVX<>MX#_WNO,WYU^WR%>?
YC_7I99M60N_DEO*PL^7/4I16HLE'K4L|U2S_@02DM M0|=8')2|E'OQ'16A&YRX;L3,_A|+;9.
2>'^6DM"4H-8HRE|^2Z02*=\$SWG
M34|E2H,UJA8M3)XS"M=KL@GZY+EF'#.Z|3@7.VV6.9X|MH1SUVL>XTU|;B<M|A:E%K?
>*|U|Z=!:|R<>7L'#N=[+7)/;O\$C#LHD6M.K67^7;|S4|H1M>;^<(Z-P
M^!9'0RAI#@_|AY|.3L<)F1V.SY_S#)Y.DE#ROW?G/I?>NX)CDKJ|%.5!EK&C MTS%:V4^;B(
=GX#AF5^WW95FF5^WWU@V|Z07;A2+V)4ZP.Z@-%MWCN^:::0D.58R%:9J6_L%:E""6406/,:15
C+-1NK"6N9"B|XOP"L0HNJ^M4|\$.+2'-C43.>J|!%0S@QJB^P_'0ATK_^D.1Y^E;DK6W8MB+
UN864S6\$^UM#A7Q7@')^CE(3-\$T71H6.VSAF GBG0P^*Y0|Q74D)^?*N,X?@6S%T1J(N M F.5RM")
|S<3*=YVD*)82%6%#|7XKEB&|GU_EDCOMHYT0T.V.E|CNO(-=N&M-
:UI4D&L>FF&)=N|4X%NV/L^+=%,:85P#OD|R>:;!<*1=B@%)@ZB.YQR104: M9>^|H42GM17-
0*9B(L6NN+J\$0":|GKOP+2(NV@|2#.5D)OS30F\$N:9.L7-Q MO?>|>
7V*DT+:8Z,'&6^|QAKR#RV"/SY|PB'R::GA2HZ.B?NK_C^8TO.RL|+MX0S,
(C>KK%+=+1AV<9\$3,.4)I.>|TVI:"#.U|IGX(Q@|G)|@|3N*W-|JP>MZK<
M:\$.G.8070H0US'61#K#O+E8>|S'HMUYR40Q-*;LH2&H0ID*\$H2#5VU/A* M;1S MYZS=<*P*LWVJH|=--
\$-C/GPP2=F3#5H?H|%V3*01WUWA^|4P"Z+
MPF^%'5L!>,U&V|*08FM(VWX|F*T4(VYL3|@>RB0HJSF=-@@(K';16(L:|+
M:F|*19D2M#2**8J0K(B/+|#D&PU+:A&!=OR%1D;-|M3X"(12E8.X:<1ELG M3KWM(%OANM:-
P"^+0G|5C+82 &LR!;!,VX::W'^8|46X|9M1N'9OY>>6BV2 M:408=R.SMZ#KA*%/4OSC-)HJTA7+*197.2-
BW@&BS) A>%:'83IX5.#0-A: M<+A:P&C?,*K5|*T.15JC382@JB/'X#H"(!#;HB!<8?Q6!V\$=!*|MJ\$A31'AW
M/Z#X#8<8VJVZH2>Y'EE7/TECVA=5!'@W/4":T|03>IU7%-W4330::2CGJR#; MF#|EP9&D%V\$.%B7|ZF.?
56/9;+0-9\$"Y6W7KH@.\$"3RS*QIW""?;!)KM:|A< MIS<(+,H&U>?L:P:S+G9F4U(1;L9_?
#N:|'C|H#HYBL\$&UOGAG%PXB.|B_Z M@0C^;FH2SY*U,T-1X)U>+|P|Q5.2|,.'\$U#EN(@V>9Z!U
\$05@4_ZM-XYHP MKL8.-,1:L(%43QR \$IG=J*M<%:I6"VH 6 M.L;6E;YW\$T+V_&04N""|P4+P9?.(X6B10-
%)*M*NIGGI6DB">Q MJ"3?B;57@EH.7X%AO:-H=KCZY5 R| B4;|W1WY"0H;:Z.Y*9#7|!&@|JBQ2
M+!4ISM;I=FQ%U9FV;K,ZY;B"O.FE)2%EULM|U|FROCV"4)X|Z\$E"&REPG/@ M.D:OC18.@D|
(KIV8WE|Y-VJV(@1|:18VU| (9|!T|UEN.#9MTV^/;(!=|IM MS3"0I5@\$G4(F"Z|@0V"OW@+8FBT,F;""IB%-
M1>V)600FKF=7PRB(*U!L%6M M8RGNV^_8W"+|)>-,22U(^C85%#)|@K%*=KM';Z,LA
B*2U'H;BM@6190>J" M)&S^K O.G#JF;P|OVT+ \$.16X>8QP3 ! MN+@0THOE'H_D%AW#-
HXYI#C&27JDE6H_E+%35'F|=(R"IGE;R3R\$NT'& MME%
UWA+5I\$BSULM'T5R#VL"M1RT1!)PXET|JKN\$ \$ MV3 JTDQH0CY?
7E#@B7|Q|T:3S;%DP55VM3Y|TD|Q|OQ>:2F(*90R:VG3;= M=BH(V0D|ZN)F<:02|
TVK:C(7M|NI6(N|J:(XW;3M4 V)2A(PT4L)HW#@2(M|@VBNK>=*L)05L%:(VZ+.E_?
08C|8T9P|1M/%4\$8CMTCV|20L|!+8O+4_;HF M|=KFK.
<_%L_.'|&\$ZT4A9K%_|VW^A|.\$2?)1IKL>'6#J;I\$4ZT0)5PG<,@PB5;ADN;'8=+3.AV2|2*XLR7 Q>Q-
^8\$8CDP MF;L&\$^PTJ3*R%X& 2;)=/:%7M8**R&750A8+LNG8XK@_PAB38?Q%+-3<
MM'UP_1|)WGD@8^TZBXQ4I,T'@|QF"9("G%Z9-'>4@PT%^Y=PD|3PD|+;IQ-
M2%XZ;=&TH|R|8|+)|@VVVUT3H@<70P^H(-50LF'GW|4Y"|@H(S\$(@:=JA=1^M9)0#JMZ6|85-
YX6.XEM&K0Z/5@PE2X8XJ67*2%|0HXWK."DWIF.6D;W%_C|/M+E7|QTZ|BE=1&+T^N+)|AIPM+(6:@?<
X4U|=16R Q=M=C G|FZOQ&RH&*P)::H MR-3F|;V(-O\$M&G\$?@63^K-^*H:Q#;!TDHJBZN>NJFQ\$U M>O/-
^JV#H?P6M=IAI+OZOC&_X^CZTAVMK\$E&R)|JJKU19=K0Y^<*+*LI&| MP/Y@L,*;*/|BIS=W|F*?<
8F=M7_|H|A:|FKXP4A_R1128>|BI>P=@|^AD/7DMQ42JP?4!#&%;%D7>ZG#_
M%KB%S4YHN>L@VV)%Y.WZ .>C_>|/=<7+CG7MUF==1|VPNH(|+^).!T6IRU
M,T/PN^@J" F>H79PQ*,U\$6J/MZ,3@M>|:7 9DM;JZC51SOH""! ?GHFNUt5@_NB;M6BV+@0HQQ7VG+,L
M;|SPP<6N=|D|^D9<")UHV!,>_A(EZG7JFS_XGV^VB/9%LOLO|4T>5:\$2>VA MXE>RI+2M/2-J*N:%N
MJHULD|B83E7-35C*|#@|J)M;23+|9'7O/&S'8PI=MJ*ABML""CL@#2KX6RA1 M5I5H"6^|+6
|L#%-3&3;00**HC4,AE+^6@S\$|7(5+QH#"|Q6DF88G2'+IC MB "=NW%(QH(T@C'9);#(9%;R<"-
+4%T+A/W;XIE#O2(Q|D)W|LF3.R:>;6M
M^|1HB|J084.4H|L<=T\$PK8XUJF|M|J4+"";=3E"PRFI1&6VXMV#3ER|HB9V-
M9|;UJMAF>W*RY+VE":|!|7/ &"<8F^+B..*<V+#+%W|OM=|!&""W??FUN48 M6|3P|O^_76E
L+3Q1E+5|_5Q0M+|UE7;'29C5.HV"K?;.5T)2|=D=7<)7% MOT,J.'K?"T4Y09KD)H=#*9
M<34>WN/XND|DN1ZG":I&P%|CA|R0Q6H|'6#:1:#K(540Y?G'7>PLY>@N|5 MAYCJ1+CXG/U|95Z
MT:UFXM/0D:G.GP 7^ @|WL=?BS->1Y"R:2QRP+<,2/*O-3:RNO.5F>.OTJRE
M\$=8RD:PH2%|0TI0CQ5\$|WC@H:WG(W+5|J|R|M*I62;,"C+-BL|E"HISC_#1 M>1V5 =R@
'=T"QGZ/,"%A#Q:2ZV.CKJ8R|3,I=BFPc>4&S62X13MVF3|3J M'/G7|Q_7|A?
Q:AGGM/#4%:P|IC0)Y|X*7E::S5PU 7BA)^|WPVPY/9@1||- M7|C*26&4D0<1.\$ID>%_ ^B%V
VGDQID4|:5T@|,7\$#K;BP2=CW0S?L^>0B M N04#|G|DM8<);+YMK_ |W3 M|ET;RT;OWC,=%?
Y7_E=5&|5-@TG"Q(C(G.9|C-V?3;=)GCB|D_N2P)L-D.' MH1|6
S+L%|!|8IE?V""OGM1&|EB1G+EGF?+|H*(+<+N94M6)W ZRXW= M"0|"NW;3J/=S\$
5\$8B>_2.=COWTA?GY?!B|MC SR6P^+AWKT(T?""|!"OFO
MC8K)T+/2|1|:0;46F4+@CA)|40SPV?34>""^G/@A'0B|Z7/^|%R|P O>*"SZ MONSK*;NTY(OE|JA?
_N|ZQ;YZM|YZK<,@QSX5=R2_FY492.6ZB|7\$-5RT; MR9O/-7O9-XL 7T8&IV4HB|I9_FXQ)C\$F::MOV2M?
+B)\$Q57Y&\$N68"TCJR M;:>7#G+G+%GB9N:VR\$S?37BN\$=VB|VPO)7LA^EODIG
MN+CZ|G9'OL)|XLF!#FRBN2#L=0&IWU(G)W.7_K?+P:KEOR8@+2KFKJY.* M9LV_S|B|""O!&
AQ\$|7P|JZJ:FR31@7F4X--3+VSK."+05;KL&6JY,U|L26 M3J.MF"8RH\$.K<8C,*12JX-PM.5>3&>1<10;.-9
L:|0><346 M&5M;B+IDF,D_-X\$>89 MC%3\$4@E|B-@;S'10(F?
XBZ.' T>OB%3B;Q;W(L>0QJ4|Q@C\$LK6;W1-HEY M;@OS)9L%&IE\$HY
5+*|.*5EA|"4K#" \$K.\$CD!4LKT X96?%.32?F9(7)FJQX MQS??O7.JKA)707>5

*VXBKNK!&C%5=Q=Q77MU?7,S=DCQ*_9_^A|.%Q>B)6M MN'U"UAD E25G30Y4;0,IBH)D
MG95690(YN\I#VP(YBD#.82-G=5;0%LA1&VT'NKC96Q^|\\$;AA#S?O9)-M@1NM
MT2:H,2RDJ*P@YPBK_G7Q*,70.8C_TG^BNM\YU?VTVJOJ?!\5_<31ZC%\$>HU M+#+\$6"_BIABC@)ICRJ-
F2Q0)^J@EEP(B)3/Z8MB684S#G43*GSF*/M7*:O3I-MBH6T@ZST)9A3,.
<:S,EB&3[5AC)]*(C)L\UF,;&L%%">X"C MY\$:UKM6I4:TfU#W131.9V^>FL',..&OH<.ID'*8?
H3/I2^AT1UFW!?!(_F< M?U97XMT3_VBPNZ0CVI"1H<!\?)!1'N\$@G7&0X2%9-9#E5 M-
7417"2XJ"XN6GTV;\$\<9#3:FJHAYS:0XU05%!9<)+BH+BY:26IE3UODTK"" M)CO(V?Z0G6
BP40U,Q&+/\&3\J2,%(=H(HT5370\$-5..H)O7=@O&'*OG\2+6 M6"!+D&N6A7)ZA-
>^Y(46@6N\%6D:9H2+G.U\$(6 @NVC<7K3Z@Q @7.8*+ M!!'Q"9,7B& M>S\$F-
QJW.!K.&I#)LHV(W\.=C#4=(4:Z)I& NCOEW@7 *@ *L=MOV00\K^
M^A_IWM\!%DHSIZ8NH+P\$M8\(^78B):1X^DD*\$L'WLIV/R&2>>F@BEO'<6 MPU#>.XL\N\2
#^R=C6/8&Z9OD>R(ONT\$*_2RSL,;>UY FT)E38;4&FU= M,Y\NSJ?XB2A:15\$T8XV2'.K3D-
@ZRUZL:Y0,G)>PHHEK4'!SNW2)63XOS: M\2VNL7\Q-S.?CG\UO2\!OO::MF>16:76\Y^QU P+Q\&4-
%N=8P\F&JNK\$E:1A\6XLVU%1\|)E M(5V:KYPM@O2UQ!!6^TV5K*NSIW45TE1(TZ/E.D.NP75'L.4E6DX?
MH1:C\$C1 MBE"LCE@=#E?GB&.U\HA:FS?P-")2D:Z:2%G03L_\$7??^;4%FNIBK7<5^N
M3FC<8BTU2\$Y3=1NHCB"M ML"U64B)=NWW78DY55W46KY135SLF;ML@9KM89"K+.WB
MSAY87&. \CUZQM'3VPU3KL@Q+3(K0979IA)*>9W95<19,>M#)=0M3EWRH2>= MNW%(1KVRB-
1TNV5SK+H%DG8W"=*1-V3I# MxE&NE!K+ +7K)#\/?\QW)M\ C4\^HE/FO".CHZ/5+|\-
&4#D^;U78E"K.\ / M5&ET5S=-9*J'N\BT%E3"C^3 5&-9L;IM@"R /*Z0&:QU;<)K=M-#=F.C%1\|
M_OB#@+. \Q(X&RS"V8_*C;2B)VKRP+. LYKPIED\$^=47"6N>N\J
5IQ%7=7"="*HBI\Z\!"*CHK^>J*K#6M=;<3JB-41JR-69\.^ M4.:J0E=5\|
(6R5)IM;NA(UN>+S<\U8Q/XX0H_JT/ME>!'\$_CA"3\".\!"J6X
M^YW@>"70.2;Z\$O+ "JV*74.R.6\VO.H>W.A6Z\JOWSK+@N)V;-& MZO;->P1T&(1.70WT+%- Y\A4U=15
OZGR!59"M".0<('><9JW0(Y.-\J M#ODC;UV\$9C?
I7X=8CVIQ9TDNBU*)4YT;%YTR:R\Z93FI+ #K%ONBU1KBQ%H6K MKIG @782>.U?
C\I4*"U7XJ"NYDL52>18:S2_N=9_A'MWJEC2%\G*K MG.2.'^WYCK*[V\$]=N\BVV6CK!K(=&VF5V3\,>!\Y""J-
%=O?JTIQ\LKNA6CLR MG*K:#@C\$.80X:W5> \YX09V=\K:C(I\6N#M\$W*T^BK
GW#D\$=P:D%%M\$PU85 M^!\X8PEWJY\1\X.\1X;V\CI251\|)IL#=(>*.Q1P\1VFT#1WICH%TLZI\$/\$\|
MEF#8K*9HT+/\!M9JH(C17S\|CJ%8C..R>F1(GL,7JB-79@;9G5+28G72*7/20A?2@CL\^FG\N\J4JF7 5\<1
MOV\!6AQ4OLAB1)WY219O 3BED705ALS@8EPZW51^.^ ^V\$4TQV\IS"0\PIT8\$^?@6QP-9\W(9-FVW>_9
MOEH\!LM U\$R 1_JE\JF7&"NTC+UJ\W406'.8@IS1\!52)\$D8WIR(>I+L""Q MWTLOH2S-
84=2B%/XAJQB'_OIF'S&B4,J8E7KG6:P\/=.,T#J"*\$>V?C&!)& M: PI.^1P.T\$;O:SSY,;>%4ZO^|\^F@"DM
VPB ^!\\$MLI*OV:!\N2IW4\J8XU>/2L"0J(U1&K1
M8JG(LE@Y^BF0L\NCR%L@QR%)"QT2:07QEZUC;JM>Z^%MW5&?;D:ZVEWJV)(M: M\$8AFZ_65J=
<4N;YFZ\LNZ9Y"MO\\$_&O104V;;VU-'#ZYF)-^HJB\U-+/73"\ M8'C\|
Q6\=44M<:6\8+M\!=L+MF>P'\VF: #7VHQ=L+|A>L#V#S>PU1:^QF;U@ M>|\V@NU7\|^?LB>V-
1MN0D0EU%W2A\ 77"ZZOF.O7*"NQ>ZXWB;*W+ 1_K,HZ MS>Z1\>D>X"=*
(_*OYS^VO\!"_L@G_MQIE*J#L;H EMP=M? SPA1!"\J.40,Z-R<>AY).A\L1N(WSZY*\$G)!
13X=&N.\$&M1*1^9;1#)C**\$UIT^B7'@IOXC M_OSD>^F@8(Z9NW(HR-;W'LRO'&Z);.ET.1W^Q2GWC-
2EF_X;1 B\J\W\W M;%US>CWW70>T>1?&LM&H\TQ'A?^5_U6)=LUO&L3%#;\$;N V\>Q\CV73\9((G
M;O#DOB0 XODZM%/VP&)\AMX#L>Z.8\X>-278C1L^N-B5+J, /R%DR\2;!QYC\$SB=99WNA&&
MT\=9"!1"Z"G1&)\%A_&H4O4\YG#Q\)#W5\2 M+KIM1KI0J3R5""0%\$&(&|BC!)4/GXN,
C^DI>@M0\=*6KY MYJ\J5SC7=(U\YF>U>#556=5+S.F=*CJ.3GWQ@LYEK'&=P\?> MPK\K#>U4DG8-
>5@*W#P0T668B+5,.-="P7QF5'3 M)P\$26W:.9Z3CGO7\^7@694IG@T=1\HKOJN=3\O2F\V_6\ _QL-1',?
3<_P M@5\A51-5SBIK\5H/S+WN0^M(.HIT+0TORB-MJ4YR%AP5) ?X2^JPW\$G_"L% ML4I
+"M(M:1^EF&D3:RO\$1_H\9'K>\0%#%_A\9>3\F3,P2ONB/HW&3EO"365 MTKRA-
=H.M)W.);OPKCG1KY7#5^=PE?>_F"SL.4W0<2/,9D%1ZSY(DD3Z
M\.#ZX4>)8,.CSWND"8:2'R9\!;!\V'3KROME_2#F1+|\T\)"J?>X(^5Y MTPCJYR);UI%FS\,0/QI
6/B\698JZS\7#64HQX@L4T:R.6_1% H)FA=%D%6\$ MEJ1^ TE3,1"2\$.
<#B*/B^RFBD^LKA^_4Y9R2@9;8%|H)-W=M#D.Z7M\24M MU:REV<4'R_K\K(6!\$*Y\F\9\JE\SU
INM'7%0J8VG\?";^P9DSNOL>P^:ZFTA1.L QL=)1^3;H13X\KT? M\$ \$P(;WV#V\$RO%NL<;O-
5Z&3%)^<9WO@I9G/(4XJ\$U8\7W&R\$L5)*S>0F94 \&-2J@%QFJC\6@:15/G0SL\OAW M7Z?H\55'YOJ
%POI#0E!\#NPM\$ _UP8'P7#930=-(;)20\H_#;YAAU#T+>OV M_6?L-?"<;2(;15)
R6.58_P1CA0/4NVR=;&1HJ2":KBC.O'_M (U='N(M7\RH\W.\S%_.3+/-=A*HMW\COD!@%ZRR"3TWRJ?
3#_A\QZ'1-J'=7\JO\$VHNP%V,B L\PI\N\%6%#Y=D+DTA(13D\CP\2@#8\OZ4*E\IS;JW(\Z\#U
M;B'3,1%MSA\Y3K'E@.Q#\EY81K%JVK/<1\ V\$4N\1NVE*%J:7Z 37.9^&LF M,7GG=JE%)(PU
5O'5D.UB%+I(0:#0J\168#@|\\$Q#J1LOWND\;H'?HS1Y*AR M7\H\Z.RA-G>.
(8#S+F#=5P&>*T2.3\0>I;7\8A!\X\$>!\\$=&;DOX.4@2\$R-QWBE\$)\C1V7
M;5W1YO)2=_F6X1.M@0YAR4%BYUFY+^<4K\TN\)\$9@6ICH4L=;\S(3\!%N\$#
M<*!9F\$!\MGFNZLBP8^PISJF>J_OJ_M\O* MDZ_7'F8-JVJM#BPL2T_KR(\>13AIS\9D+|T)\\$);A/I
MLH5LKO.ORD*(R>#6W:H/7.K\GXPH%*VOW@!\\$ABJ.GQ7*RASY5..HB_Y<24:
M^V_TL_|\#THS+18R6>V;-97P\$6>YL;&&2RH+C./>@)C)TY.<6; V^UGRAV\U MX2,L)5G\(:""U-
?H/S)"E\802J-M6.C0B(.MST=>Q9X:;W9'#>> M@<1)#Q8
M2%4LH\GS9C=K'BR'Q_M95N3O*P%ZSGPVAQUJ2XZ&1U-.2U0L1+8"\$DKJT<8
M^O+J\$4SN;G&H%#CT#.*(C-E+L@K#HMK+|H@)RC0\$XID1+D)5X93#5'G1;@? M.U<|\P%W#=?
#;+1M)&L6\#\XK%0\|E@4YM182GS;S1;3;+Y^C=?-S>P(H@L
M^PKK1\ZUR+Z.\$ (ZPAO)%4ZO^|\3D'_CE9'RUB%(>>%>!\-DVA\0:TA_FCFA MRC*2#Z@\$#>%#
MU%7G\G(HBR6,^VVH7#LRRW>P?P-1?#-- M15E>Z^N>#Z6Y"<136X2?%G2C%1L)K.GQJK>3:(4W6
VA)6_Z_SH,927L-< MY%:0&YW38FD.(=,L5(-47G+B8\$E*Z"0\;O.44%.C"3^:H2+=JB#A9\V5Y,#V

MYA.2.SP%4R,F=2+>B717+"0;VZ0?U(I)2M*364U-%;FM\KZ;W\HAKT*TI-% MBCDC20C0,;-
)V9Z^/4(M'JB59>),D8BB]=\|NX-XZQ=T8(6UHE&(VVJ2/% MX#T0*1Q9K@.1:X\YY;ZK;7*6\|>7EEXBX?
-81)9\7&CL/LZCB"#H)3\?V"V: MT7 0M*^|\|%M.ZNO^Q#+JA%XWC7H _\|9J+>(210;JZJ-K
5EZ,6IE\$.60IL@ M:K4,MBN3P6)W9Q,92,PV=H6R\A;/5O\KK2,+558Q@Q\$)W(Q+D7W9""T;9M(-K42)IE
MA)O8)PIDR T*DI<6\7 HVD;FH2'+W\8TGS"5^3.5JT623@UF55&08C#0;UF<
MAMX_6*=G*6AWDFD&,) \$N) _FYOMR1&?C5OZ>)MSNAJG<_C&(_=?DT&=&BG=,U M32-
1&R;33M\|C\;E7 RH;G,O>1M=D\AV" 0Q;Y+T2OL+EQ7#KH;BL0
MJ=G>M1;>|+_ZHR(DT9;>|BM(.@)G8F&+I@_Y>>2/VG=XD#RSCLU33-S-SIR M:=-6WK)J(G5\VP'N7
MO"OK@U\$FY4\|5L(0.C2Z1\2C(65#+5)R"YN/^8\'- M S=|P%_) "OI&GK9#U (I)\$@^ ^A*_|51!|@0D#?
PYGO+U%D\ALUZ*/5HX, 1> M?S\SY0V9\|E1/>|N|M!>,@;3GS\|D2WKHI\N W<; TSJ5M@ YW%!\MI.@-
=7T1X M;A ZD'&(FD2G*M3.U\;T66H 2??XP0\|#<-JB002"W?BXXF1E MV\$|?Z9=MQ72E>B\7V
)\V*M^M)S5IOJK MD3Z,"*3M M%:_&D#ORB.+5D*
(XR%#GR^+QHW@KA\N>W,.CE3>+42#D304&D&FS(W 2%7&"L"|&V#)
|4&^I1N^@)\|=1BD408K)QR'-7GF(MW4 :N3%MV)4.<+IF3,E| -
|57)1DI(/Z\9Z;RDABI=K+8.,>|1E'<% .8LC9 MA QYR??2P<%4\ S,QT5 _E?^5R6>1G\38+*,G(?GYU9UT _@?
YNUM(WWS8:PFCUP1?M+KD MF?D(LVSLRNSB*JAA5<*M\6K^EU _."&_E_9V,%A _V'F\$BT:HBS7Q2O
M*='?E=:0>|^/_0S2G=XZSFL-W+CA@XM=Z3)Z\F4>HG4\9%+NZ\|&?
4P68@T)F0=17'&C3\|+WZY'P<_I9X; M/T1DM\$|1'A\$. (IB&7R,CN?
B*020;^", \$>9DP\$+6*WGN=MYY\;2Z3J?7 9"8@|HC;7V0M M\$^%
(@ (7QG*\$,K.8.W6>T\;#5&H>MD6\$ _1?._# A\$0EB*CEBYZA/B\;FR227\$ZFY8?&U=??3QL?I;>|WQMDCW"E?
H"S9KB;4DFOD4I&HYWXSTOA M.KOPG34(JLX4YZ9FS\$Y_?6MX+6\Y=EU(ZOL<@|U/\;|D9L0ZF4P-
#E'/>ZS _M\78E;XC AP=*EY>GV1+>+%W\|E%)TDV4\|009P\2OC2\;S\H)9"TAT.1(0Z%< MX7DP?1?
&|E.Z)\H4MZ0.<|L(!SD\$0HR28'E,X(-&C.I&| MX1M<=^D2\R3VR!"1\|TH'&)I('KS5S=
(_6\$4D\^_N_%+0#Y\XWM^>F/_I9: M7&&>\$UUS'1(H/U)U*9F+&%71>IM^&..AZ\|.]=D^O>;W'\?3_P
MR0(AD#'\(KQAD?O%V:.\$LN: ^6A\Z)CA1N M^E&\$1ZPJPB:.M>?P")O\;#+5\, ",+6W0R+Y P\|E0?. O\?
6<^5O&UT\WH2M?? MD)O;\^|YU=TT6M&|^_WJXMO%:>?J3NJ.Z-'ZUNB\|Z#UG\$)!UT'+Y.)
|\$,%W11/W_)ZQ=#B%OR_*071,DX*RV0J\|^%PDF+<\$|Z"R W@\$F MER^_, SH..XRR0X &R\A.D
S>%X#N:&%X>NC^Q!*W_AE3"!' (Z3<>CG+^I^"G6;NY00KK#^)^F. E)DNMQC\B MI'31ZGG*T?
G48:CPYF7W9&|\XA3RX9YI0PL _'8T<1)*X11OK;/T00YD*|@".KZ)DEFVY/_ MN/>|GPPHU?.)D96.GJBDIU*.
R#H_)5Y6DN#IE(KWPSV)&SS"*Q_=8(PG/5T\ MG#EK,(/.1B&2;2.(92
M.\$F;G+HC.L6_L'>3C;D3>M\;7L,=DP" M2'/G8G=/'CZ0P_7AK#6G/6MJ5=WK?
NM#|GND5D6'L%@XUK#FW+8_1T6S6') M_4\|P5/*\$@BXKC3;4\|>@|_1N3D1MI58XJ'G!,PM6="Z)21;
<_FC1XJ\56\|@ M7@K109HR7\|E=-(VK: ^5OWL0X-E+%;!UB38&>Z;U)9-%N(\VP=3K/X4FDNTAIM
M\$SFVA?0%M9,X4F2B\J_8WDK\|.N-MH5D2T7F@BY8HE1&:=Y8KQ>/L3>|>5;U
M4\9K%;0=>S'90MQ.UJ\$T\QF-MB(C4\;0I>VHO,.A.S,' |UZK?^MH4M\UEF6
MA0QGZSD)P@=>8>_UIH:1LWQ_2Z3Q,\$12%)|/_/?^+=+L-9M@1T7_VR;|1FIVL
M1EM'*A2I7;!. "D"X0SPI0BJQ+ -D5G+4)\J6,(?V.;4QT..V\$IR;Y2'\@# MNXT+35E8LJG(=JH.9?-M-
V4@!M\;6>3LJORG< LX06 _=FJ _|^H0(I)U VGR MO!US, X\>R\;8.%1U+|=99X7_15O\|
|S3_OH,RZ9222.FJ8I4Q4'F@GHX""E5 M\LKK"L&R _^RU_Q0LNV J\$;PZ(TV\|
|19;3J5>V),5<|>ZZHRZIF7'.Y=8X M#J_.9/LY363\|E#^: ^F)'75AB1UM?R=\$Z1/7AW\6Q1Y3WYPP-
6" T&+7GAC MZ 5 :Z^X6>V5AE??CK=)4B2HIS\$0TZ3 _!3X?XU#+ "E%<;FL+J(?>GY6P(^6
M\|13Z8E<#&7Z\, _B_8,7^#RDY7KH\?1 +52PR/MD3"VIL^KX.H)\H9 'U/2(Z:E M69T4/^Z-AU"+
_H)1#T;_8\|L&KRC&;79L92(P???QT5-4N ML@CE TLHHR=?9UX7UP_,YD_T;X87)QHGR?MFD?
6=X, _7@ZZF\8XZ+|_H(R6 MI51RT'W<|'|<'I<6\|=W<|'"&@AQ>=)8G,3F\|1VG5U15L\|H(B0VZX,/VCBS
MO;! ^)+7E76+\$#L>|FO>R(^/^:U*5\|&_5166 _^5\;9\|)+X\$MYT+-E0.M,1=&8& M4#J68D(*C*+HR+#F-
SYI<9^_Z9:..9,U>7;V*7CHGHEX7P\KC XN#|>)|@^|:| M_F_9X@J7#R=:E 4T\$QG:
(6Q3<+ #1P#)+BH/N6Z8R5,&2T\Z<'GJ137'P?9<& M3Q'<@;A=%|M#-
Y: ^3TH1BP2WVE2=O;HW\4S4K=A"NXX"/J5L5EI'G.;=UR MD.-PG?
HL\$MX8U*VLVLTJW*C;7F;8M\|Q6>'E7P98&79K91Q*;MPZ4>0P>M8DHC)D9=P MQ\DIW,;=1D,#
|/MOG72V&Q7+T-6>XQW@QR0U95\$O:Y"(.V.&HH(?>_H;'3. M;1 1^O:UF?
4U,NIG>VY1F\|E"UWKIF95E),MK2&H=\$=TV2:%*T-0%YW;=W+ + M\F1B'V19,JEL-|JA?X7X=""+
|12YR+9Y%,>I4=|_W#;9HA#JOC=@;NJSNWX. MN2\|<\$!=6:??3Q/H\;
OBT52BMV(JEM<;MIFJ+J>I<3'5<1FS#*Y\;VJ_# M# T\?
HQO9"E66ZK6T%*U0VO\|7E%K\X>V\555N"#G3)RL61-8.A,7PJ: _U7J MG,LRM0V92EL;W7RY-
G66KW>M\|<+|I0Q0J"8)C7:A,C\2O_9QTJ\|GC_*7-
MAF/GB67\|C=VCZN84ZQ2VY;HJ2P:VR0A&OS&QLC\$BI\$7Q70EW=
|H%K)U/O50:..R9\|^>N8B@^:C4TLUJ&(H^RC^V BV\GWS\|UR?FQ*^I MXFK"CLNKFO#U.)N..IEQ-AD\|@?
C;""LWO)D)%R^+8^;) E%U)F) MCFPXONTY8"|\^XPE^:|A)\|ZP=,+"@B&(Q;QN1-QETQ _\;7061
\$KC\|2.X_YNYM^_8LIKRR+6"Y\|V&K,2\|=Z<| \$17M>*4RD IEGJ M% _'^Z0" (P?N
2X"WPAF%>C);|L4OFPR\9J^\$?R7B\$O,? MDZ'C,H2;X _|279BB?B6-"@6"IO\61PXR\$&&Y0, (^7Q_7*
X2GP\WH(/KV> M@!=V2P5,Y*R-SQ1Y='O^=SR_P#8?A,0Q.5/0Y'R2\;0\$|^1 _R/K<\$&S, M/>*|^?B\;-,
>@-<72\BS _"VH>.!M GXH\4\X 0^ ^, \$+XC2;| #1.0O@('PCH M8#D?KG@, @\|Q40#@XN?A>HA0XO
O\B^)\2F4\|@#W9=S#+ 0U G>=)8_-Y M2Z?'-PI\|P4Y0\JKCH8T_07ICPA"M\$,D Z#W?B?
E<%@YG7TQTQ.IN?00^WY\|@ M-J= ?5DA0UC8@ _H\| \$S*)(YW, ^>PH+H^(L(EZ\G8?LC5GV7D0
_M\|2SM& MLD/N, (V7?(Q0\Z_4T%=\$!QO7R Y\3N71#R..=RX. @3;B0+./<&2N\O<7D M*6).PBD%
%=LDR**\RR8X5X^3A-UJA&PQ% 4S<,6)@K*U+=!KYFP+ Q./JS\|P1ZXR@70(
MPJ'7(X\|8^UD^OTH'!8OR>X2&Y_5"5V&/-H+|M& _^-(9ICYAF\$XDF+#G99I7J\|@X6CD/KXI+32DN ?
WXT(RN0HK\|3FPMG?DC?=V6AGRN.8(WX\|M M\|CW>)X\|+N/=P8W9GL?:0Q1-Q5
G _|N7DR^N;2,W _/UP3NRERP> _\CX\O M.?3+P4?/L\QB9K.Q; NA=_ T\A"G%|TWT(+P%;H\$=\$LWEYL,D>

MNF&>P|@%C:3, Z-TSOMA&BU.ZLMMK8D* @NB5?Z;4!.-4B'MQ.%\$Z@KHXT0(J M-@\$;ZC)H9'SBAQ-
Y0AD+@>2| P3GP5/H'YRPEC9_4VYMUKEGW#5|'Y61GSU M#T'7=_W+C"(7UP\D#*QXLF(-
/6CS7B;DUEPBK%Z0N8L%8:_529?5F14)|BW4 MW,(F=E,VX;4H-:(C|V+Y,0|
=\$I=\$H"G|"\$B0XLWZC@9@S4P-0F^9"N3.; M_9M:F-)HJZJ4H*!>Y3/O62.< T,X8|Y|G
QC8(CBP1|A!L2|0+/UV@EQ M6D VETEU/#.@ O&B^2&>I:=F+D>CS*3KDI;3|B|NLCMD^?PU4P3K\$
=1=Y M)KYS/=;C2@71|IZUC|JRH38*J\$U>R \$9G7.%1VFD;\$L|O M?#F\$G^1Q
N1%NLFB0X0|5+GXXUXC63H;R>OA4\$;3ARH?XSK/G M^RB4LZ@\$Q@G1=17/QPK>?
+WHG8|8N"4Q0OPE7.Q |PW3KT'.B!#>*"Q*XR M51S>NB(CD2|NQC66N?!=
(/3PL,RIV<5T4%Q';TM1RJERA,|O@JWXGX"82_T M9:T+1'@8#/G_PH'6|K17US%R*==U#RN/V4"Q*X-
P8Q#P|H'!0 M|S)_UDZ B+K.=%3F'NP@76 A!2?H^1YX(%N/W3&N9^)%#%\$B@A).--1T7(A
M\$%TOOF4|7\$MA)D|>D|Q38T|1;N> H/.#?A00|\$8?S0"^\^9 F; M#0G<"C>(E??XO#F7N^=
I/7@X#+C7F^<2^EP|)=BK2.^-2SQ(4G%L *|8\$! M9X.P%F|(#SA#9)#%9^=|"F7.^//BUXS(K+=L-^)-
M^8GFHA=|OJG78"0=8|##%#V7Z@U8D|/8G04\$8|HCL;T@5%NVHIK|_@(ZQP^IE&<
M(66N2.80CVPXNOB2*=2\$IQ5#&/M?4>N2-@H5| '7+KP^0#D|)!#%>'Z=L(\$G#^|'1 K7 |S,I(P VF|Y-
L4@^!WQ076%4'R> "@C.&4KY(+LUS|C3S^1RHTS\$U#E\$16..K\$^&C54! R/' M(A,#(-EK%\$L?2%&<
A'B2"C05GIO*"7HY*2E|):>^(IZ6:6HS^L|="^!! MI&E"+1AI=0K,X?+6YIC<0F007OT#
|:~I9|!.,7.A03@|)'K\$ZBPN:\$A&W7*1 M,AU,G|E.)/=4D1(=KWFE2O,JG3K)CF1!\$/O!'!0*.
^2CIXR*X66#Y)%MP M+M'9IZ\$)AU%.R&#>|B|YVA%W7F@1\$P^%(Y&,(H1^.,V*YF%U0)D0|>A%7
MG7|H|ME//80#KY|G>55%EN>=KL6-F0|ZR|W8|J\$I * AE.2R"=<5T,SH,|:L M+DM R)C<2ZD-&=
|GC& &VX|DGN58S"2\$KL-32Q(|Y|1V0|C.1V|3,H|SH?,= MX2,B^E/9\$H/PF2|%= -6,HFR41|,PGI&|L
H@\$|!/'U' 0M^>C#W&1=9 +Q"7G M4*C-N?GLB7S R.62B0.&S\$HO (F?1W?2=&Y*NA >
(|/JKYS;907|9XX@3 MX6)^R+R0>!&YA60=P#|B .+R(U.RR78_7>*F(3NC5F|?UM+IK|@^+<+|<|7
MF;/'XF4)!>>8|(@Q4:D26HE68)ZC6=&#-CYF=&<\$8.'KK\$YSC|<@)|D> /MT2
FLINS"#7A.0 >|3'U'|#HW7RWN9U5&.QE MF=NS1120< V|TD:67J G* <'8,AY"LVF4N|"U"VR?'D6X,
<6YY(L"M-&8,17 MAGP8-.6;...V*Q>34H,041C WWN9'G(+ "L6_P1*^<\$/8NUM _='GN_AG_5<.
MVLMG)P+M !+|\$KK*QXO|Z AB#.Z_P:GT>6_GDD:)?_W_UB*(KW BK2!|@+R M%56%KXR;-F|>PI'7
W0>ON.?'1Z&">9N\$|@U=?|/NN)VH;R-|"M'T4 W 'A M6N9IH?RK|OO,WLXT)WC-
*.NTTD|D'#OHG=N)\$P_KC&-1)496*L@5J+9.7. MU+L \$?:06QR3-IDV?|X^)|^VV108LR@Y(|
<|F'3:@N|"DP2:>'E&;181T M,Y|A5.SXT|V'NZ^\$N07%S9.?N.:%V^&E7,(?ADZ67# #G^<7"
|3;S%/TQWGCN.G@|&|2XZ+&(" ^4U#@?N*EXN3HG; M/D5+R0QP*)=CCFB| OWPV&2'1P'=<*&|SR>Y9
I9AO!YI65H%'.T&O360,H M0BPZ1=;Z?1H@S/ *|X=+Q:VTD T&,2Y;_DR'N=>?O%5K+_"0F|34/:6>L'X+1RE'
M%T|U H|EN':|A\$0T2VHO3D19_;\$W=E7P"S|\$/|?2| M|G?D|PCB
X|Y&9%#C^|.1%FN7A5E,ND"6:09^-(0\$W%DC@SE97WQ<<+*3;U MZ4N|_|LERR>V\$7V?C%&,GN!6ZP>?
OT|!+<:P8":PBLEU-Q%*9/2/L#7)(| M|0P0Y".63,6
_1A,|0NI>'13EBPV8@|I<#.X969D.4H+OQ82)*3XIC<=T6& MSG? A'QOEW=7GXLS0G9?9*|F,1*>?
REV"1>SI OD,_FBX,-|=#I\$P%9B'NW(M@YLHRX6|S_ U@*YC DE8!-Y(*
F|")OE"LA7B*LM|R+0+.,Z|07"5;Y|9R3 MXV|\$BWC1-VCXA3J#KKGBEC2/&N^!-0SKQ-(9-6Y*BY|;G|2@;
M_V+(HW8|P6EB8'H|_!|^6ZV99\$(HW|<3-HEH3U,T_Q1D@9Z53_JBI|JMI M+,I0CPO@#(%I=KBY|;
("Q:9?M4XUZN M9XG+_AG| E@B1F"Q(.LJBXL&|)3+97PA_&4|-R8%E6\$VWS|S/<0YL6WT*FU6
M.F*87'1N 6|.)_*8(EN=CM<|S|RDJM'3<<3:C'F|H+R"JV2T1R.6(LH\$2U MYZ:L5RQ??UF|Q,IL"
|:7^6+EY;Y87"XR" T^Q^ZZEF7:OYSQJ KOKH6\$S2>X^N M82OXG_R_V|L< |B_|W#=(%)> QR
MR(FVMCC.7)<7G-1P#=#. ^3|N+^#W)Q>T7X7Z|_|>WFSXM/U|1

)/+(S'OYT M&><(N=XQ58PT=,"8RN)4D_X4(@DL:U&Q(>K<|P;.33\$#OQR)'E 7+,\$?I03|
MRB+^/\$P/CR="L2S<3@|WW0;HWBK4P=Y20!4JX53FU2K/,=?
%,05/#F35G=D4N_7B#.%B|XQB|B|_R_N|C|H7|!7PA|YG|Y\$)KY^ MKC|< YKX.9,\$MM6U;0V%0=9B-
_OPZE'UAMHU3...J?=&5S;+UGVJN775:O| M(Z|:E+KR5:13%Z|YI4;SR60V|SL|LZVBZ|ZD;+UQ42Y0<|
|1-5-QDD?LS# MUNLVC+YXQRE,Q?@0IZ^^.QS.M19;?+Z@W6TU/KEDCX79^ ^ ^M; MC7/4^U;
MAN&RKC(?UK9\$@IVN="HI-K7,=C)|.W1QGP R_2CP6PT,5"?2PDHY*M1RT6+DI
M=HBB1*GPON^5^C=%V.@L(*2H"!RV=*UUKT9&*V%|X K'7Y|5S@:A-)U(09
M:3FU%I9+1SD|L9R#N4P)5@;|6YUP' MR6/J5#6V'O';FAGKFQD|WK@TGEGIQ*6&3AS;QSC#IHT;VY-(G
OS;ZO>VIUS M6Z6R;%=-660R#1*2%:)4\$Z<7-I21|&-T8=,8R9YTDVH9B2\$!(|&H)K4,HQ|
M#"O<|:3"Y5L.GN@&"V3+:7^7=S5C@;S'N<3I1:RHC9.=M|U=I71U== (KUKF M(U"
I)=E.,SX"0@|:7^@FR7M_Q4667)!Z"2|E4^8QF3H_!5&Y!%ME\$VJN|< M3NU.>=V"^-E:P-
GDMQ06%;K/M..AOGNBE3)H DU2GGB)S7(|U/VN|IB|V#2@ M%?
BIYPQ"NRNKYBLR""W%K"Q93|LL&7%#|J%I5|'DSAN/WPQV43M0UEF|29)B2^;2^>
MX8D:4;D*5\$YMVZ"FKC99/+06T-U%'-;/_JRW0ON0N M|N_D Y|;U\$#QIK99H2_30%
(CFM<|YSI8GQ+5=*7)XJT^UN?1H'H5XNWE?*_|
MH;|J|*Z|C6TK;L<&FJNM;FFM73ZM+FF1Y)K;IAMKFF;:UHW#GS:C*29N;:6
ML>6:KLZ4W&MFE|ZUMLMZE->-%>Z;N|?+0_/_N<4P0SPD.4'1)'TV?|1X ME7=7H|2|71^4HO#
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<7M8_7K3)'SH>;T6. MG^#-R|&4Q_Q?J1|7R.;%HUK6@-N4 M%@_E,H;"V:8.?YZ-
X>@!)|J0&|29|GF(T=N&C>+D7QC@JAX|0 MB|/*DOA=;B.|HANV6&S)%N9P;K;K|-Z|2
_7ZTJ"TVU2!&)*75VMJ @ \$N*ZU MNMYBDS;26F6+LE= _/5%(#4L"3B%1M)MN8<|X-
J*CWJ"HQRC#CEN|I-2WU> M%|f)>X_F3|3C>0015HNAD,I*O_T@MW=?
KVXNR=W50!%0^G<3\$|@VKH9:-U&S M^>'U6D:WJLA_*XJO<=OP3V&\$@54H_C8|B+74;N0_1Z%|<;Y;:
<.9=-:L#_ M5+0|I>#KDVK=9*JM*)9=2ZJM(K5.KP?5*D"U%K4US'A9;(+)=)HW03>?X>G-W
M>TP:Q|DT58AHHUZ\$+O*B5T'8M>TMM|PFRY>M4PSZX'F6 AE4|,R0:XM5D6<
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MJ6(UNG%%:ZK54.K)Y8TKJH|EEE#>)(JZJE6]=9"JEW=G)|WL0D;:4BK;QA MQ=YIW>8B39-D:FB-
:I78&FJU%&GE!>/(1G-+XB)-DV5JJ565?K:&VBM\$VL7|MS?
WR;0FZ*J5R+1Z)+U8,B=VTS*D)36Z841KIM52IM4C212,TU:NDJM56|M=,.)M-NOWWZ|NV?%Q?
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MM==J*=QJD2UB;8#FH4LBZKRUMDBK;WV:MGV KYO;V|^-3)=9&O)U@1UM@K)
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MRH0F:%|5R(1Z)"W8*A"+3DU=!(@VJT3*A-11J*1JD;1@:X#F!M55%2I7UDT=M2C!&0NVWCF7-6K:-
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M&B336E.MCC)-K4>F@FT)-#T:BLR|2&FFH'%677):ES;F%9EZAD;EU;VU-CY#QG)NK-IBS
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MX?Z/FR|ME<-Z;T*L5;+2+|NV5RLR89)5;G1"?[KZV=LX*2JE'K%^6N?_+EB2J&(T6"*V=4TN|4(I8OZP(
M_Y>J4:EDKN-IV#D'3OZZ^WQSWZ9_K:*5>H3)9570B@ZT8C0Z3-|:"+44"?4(
MD|L:1W.;DTMM@<@A1,*K|>W#W>WK96P@E;J\$267|+AI6WVM)A*|I%QV12R
M0+*I.K<94ZUY4+\$LT/<1&5|M"ZS*9\$%#S8*#1<0_W|S?8XOI"-(I^7)|I?53
M\$^/A:EL2|C*5UR;>+F;|G.JV295FSY%N|9I:RK)ZA,.5#(=3\$&A4V;|0L2;F MS6O5H|L.\$:V(\$:C9H|H|8XT-)
T5+9D:NA5&0HUDC.-C)|A(GCORQG=JC|M'1
DY;+EEQUM0BY5|<#E:L*.;FB&LE:L3@@AC|R>/0/ML.B\$=O|BG>1L\$^~Q8Q<<'ULJN&O_&=|ZJSUUM#M
I5QUR121-M^?.G8#<5F67-<'OSQ>7%JMD;-1-7ZK(+*JE5E1%:L%JO2@C|D|)(Zyr=W_6!MF7-
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M%)6:|F)5|VDD|1U4|Y=WS_U900|EY9Z|(?&R2G MVC2W6C+VHK.'6"R*O&I7B;V-I86BP^:FJC.:6|-(
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MI>M%XU|65EAW.NKK7OY|4X\$H|W&FCOG)"L\$(T|S2/@<.)<|CLGMAS|N*7&0_M_CD9.
E<9T'B)6/B!>1YX/4&);DPY_\$U1/|&M<'O"(A8GQ\$G(/1LE;/C|(D'!O.)\$D12-.(%+KEAO^B>9_Z12L^..6
_I28^|MLVZ0PL-T_O|>H|_.%WZ<0X^.|JW#8(BRROWS H8H|)(015J|)(5|6\$.2O\$Z;M_
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Q/MB^1+X@;C0FCZG_M"?&HJDBC1|&:MO=^~7A%/|@#|@"SC"1\$|_-#%/VY:(J
MADJA\$Z1.9M,M7)DZLFP!FM(U\$32+@'OVW&20JZ)3#V;'+\$T><1YA>6FR_)&% MG-SI;|06)GCQ%SO@-
EP6+?.?ZS,XY1UYE&><#W.1C;
M;W^Y!!1_SAU/IF)KAGVF=);^:DK|UV;B/NV@;A0L*~&'20BL.6'(ECO<3HH|MR"&100KKR7-
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HYB&3E9D"4WCP+L XMW|<LYNCTI"4#H6QG+\$N%X&8)^LVPJA M>3%2^;XPLB%-8>I+=?
H+SXMS@V|?L<_|#*GEB 7Q%:M13(B|&?ZL/FAU)?UI1A M\$"\$T0'J(GX1"3A"1.4(G;|@A;V|@WXX
|K@0|)*XE@Y|O5J|BJ2 F>W|J M&J&)Y;|_%X0R&%F;#.%K SB\$ %J1 M6'<%3E|3@?@'7.?&_S|=4./
J)8M6K+&X8)3X9LF\$8_5FG0_|HX@Q M 8&0P(=|A|AT;:'(YV%\$8)9U&_6%U;|\$(X?);#8'@K-
Z%N%6#7F;PNJP MI>S.7C@<>G&;@J@+0A=6(-P(L|LK1)S#11|
(N@'(FOA=A4Q|TO/SG4^MJAEN1=@|4)|CKZ^UI\$?Y+VN;S.P06|E@9"@W=X|7|.=G)\$L;GB;
M#N%6%O?DLIOG8(.K;#|8K|AC|@#W??#?#WO=N)|0D4;7^9>)-DU?N+>|X(M<2=*P8;_NO|PD
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3.*W=)7<(@S;+Y73KDT M ZPD":PV\$"UGHV_2P\$G!HF3NV^K8OEKPV>_1'.)3M4^5;_9=+7A;#;WKGV7
M.1VLOE9XA8%Q>CURYX|CF(W)F|W;EE&(VZE;S|J&W9?(KN6>!%T;P2|T4 M?>#H&"*20MC\$1Z'IPON
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M*UUI|Z|S\$5>#/#80|DUS6;Z9VW=*F;|^(%|Z4B*>8F|WCZ40SHP7' R#+Y4HR MI&SYC_YX;
(+7_J|@XD.;QIV|UJ?6.^1*E3K|J&VN|!'-RA8U!%DB@_H.FJ M==M&Y|"Z4"DJK^YY42DJ*X*#-
EB(C;CVAAK=LP3Y_G;N1"LSWCT6.7?';&1%8Q94*V MR1N>_!OY8|+.HQ;A;=H0MC)O|5 PA;EME_J7<
MQ_%BFG;..H.\$/)T&*7)?(LIE4^K;YP?JFIVQ^G;2:0ZO4=^..T%T4|2C
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_FW7KW^6A|DIK5R@ZOGI2^O8E05;W: M&I2.XZ_T%5TF6IF53TBUSNP/9!;%<-
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@&.=RH@K|NFCSSXKU)S&F@S5N@2J %!=V/(^?0;W M8=|D)6.V0+#+)I5DC:HEK7D;ZSVH
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(0MYIQHY7_%P MD\$WR|DRV^)|R\$2BE%|UHOEFFKJTJVY=4UV_+;G4C %_-C^9JGP2G+707!=Q&3
ML"|HZ9Z-\$CY@7?P3|'O>G+|I6V5^4L>EU.VX|O1Y\$CD)? B8=#)|@8)+XOIB
MPH(EYV(\$5Z8<#DN8,=AV*%73/E*"+^;C)PH M\$6|(88'B6LGS7I|I%_-\$58"HYV*/#^J

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M'\$5% C2P A?&;|*|JBEUX*F\$3=Z<4=T<-F2:YVTZA"VV5F"E",X5QH6G7G^<M(M(%|\$F*BRST"F3^*3B
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TBFUVC.%7G"81AG/ /O|Y|U9Q"%R# T"# M-%&;|VAR/H;V|_|B@|L\$|YW?|J\$|5%?)|HLDIE3;?Y48
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BER&|11<9@J|:1808!'C@>3|D5N 0|U|FQ4JX2>G&" MK^/?FD;^G(C,TXO ?N(XY<_87Z1-
("R)K,Z>?;P|O'#|RV>ESGR@9,|>=?4/) MC6K"=9PDF|2|
>6KID|575M)^1:UX2X#LD#K"T3|EI3/X;TK71\$5T44UHM0DD#LAIQ|_G'32Y!'G\$0R3 M-%G^R\$*|H\$T
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*BO!@#2BWDMM6Z;|/G2,Z?9|F.SS=>;DG;3(#B1V87?"J3WE|_|@+ M>M|(|_FR'O7_ ^AA6@_RPQ>R?
W+Q;G?;-2K+%C5MLZ*F;|MK|7(*<- C_17 M|9UU9\$Y|FI|19+KT+?T=25V0JJQM#3(&(O=M|BOB/|
+;"JHJDQ4LYB^CJ?2\$%|L>&|*|0)*HKA45>"EJ(I'J+"9?TR-37H35 M>AVW|LVQ\$W;.%8AS4M97MQG?
RN.XU2&^F@?;EM>5Y*X2)I2|_5E(80FLG^*MLH_+|>#OR?QZ|)U;L4_JV(6?9*O_K+|XQJ8!#>?2\$#";U|
(3|/L/4P|_M24)|A|Y63)X3Q3;3-7)I*40(*HI^Z62\$..N7YK7EV@N_|*UU;?'|DSP> M#M(0WL'O92(5)L*T-
+SG31F>3YKMAJ1X;\$|P;*?;+D|W@1/|MJ9PGYX?@|MR|_7>|L;|@7\$1|CSF/(_M00>;|CPA<9|_|/;%=F#<-
|S&'WGN?+."/%PMM_*;W3A9@Y;U+KY|/|^<49P MJ>YBEVW|4TU>|_|@C57 M?70L)NF|1|>P%?
Q/ _E|=6%XMR*2<|&_O'JZ)0<|(|9@DEV"2;.<\$UV""FQ"Q> M3|ZQ+""?%;_O4BR;_BRV9223|<7H?W"
|QS8Q;S0;_E6\$;)|X2E";Z'96=(M.SQH(K|_H)QEC;|A/">.CTG^|?|JR;=_O'Q|AC@8M5?|F%2|"XG2<6H"|I
M;D\$HPBG?IGZ;_N4XWXLK_*"X"EUBG_?_!O|Z_T|D5|WLZJ?2\$#_.L5N0)
M5<"SXMCK>Z(|_M|SEV"#8QF/P3|I^K;_|GX(|P|_|\$PK%0|Z02SJ|_0_MX8&BF"S.>5Y>3\$8^Y_P6OS2?
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3@+"#B\$|/7(Y|>9(^_JR4G/ "H>UE-XL|SH)V DY3UUQ;DG62J MNS\$'V;_FNB_GKTHI?
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M+;O1;FOK+ #NTNE&*P|LO'C,D0ZBMIDK5\$AQN|AA>+1;;VX>LR0S&K4UM;I M>@).UW^F;M;ST&?
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MYGK)#JUNE.+P|NNS#;GE;JMNR|30M#KXSEH|VH7;6G&|EB%+K;|>U|;_|^E>@ M|;GVR/(%#@UU?44O
Q5J*Z|+|R9)FKKKHL4TM9K;MND.K;>LH.K7*4X+ B M|X|RY 5KKJ;_HY>;3VNC<>C9;IKQ>59AJRV'M?
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M7=X|V3C#;\$|U|^82+XY3) 38|8!5^4I*NG4-|K=|O+8#>RZ\$ _JN;|>S;\$OK;
MS.OJ*1V3)0V=*J|;_|FJ";)UHK;6TCY.2|N71A\$+|\$C)"Q|
VYD4;ND_J#1ME#3\$6EW=04N.\$F5P*B6J6U*5%86J8"U;I@^ ^JQ0?QIK553K M/J@"0'7AT@<)|X-
^&0>^5;|I&@2|3R3"HI1Q1*+|G*JW*^(|N4JUOHICXBJ' MR1G8@|THR%94J@|_|/UQ
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M*J8_O6N|6.RCK"KVD5=7^|AO=R)7|;76/ UA6>XJ"+Z+F(1|091%)V;Q3U6B M6&_I\$2_H^2D^29(|
(V|CL%X"#|1%UT+A9G)#(21CL2/B|8D3C+M;'GF3SU>I MV_G>3|2G'7_#1\$|87%|JY?
92,2)&.\$5(J=|FK=SNX|3NHR;)|BOH2G|&-J M4Y"\$0&0EQ"<(\$|9+^E\$X)/|2D'H_&|@|4|_|B^_
YN2YX'7&^ 3.4>%^|N/ M7XF3D(WK26;4BIO;C.*Q17 X0>' Z4SRM%P63&)|F+S*GTQ#/+K*6.D5D>;
M(|5B))&ELS%S(B)4BLP/XSQ% C TQ6/|L)0;_|P|_|Z^A%%" +M)D\$\$.@;E)| M*=S60R\$#N)=UIU*\$)K#@
Q#;M.A;*_LW57+|@KZQ5\$_99PU_&BS+JH?(X|M;CSP1EDWJ@_E1|
(.W+@1;|K.D7^+ _QYONK\$5Q60N\$F(-/|(2-DG+ S&%> M#;P\$6&*^&"Z1"\$?)

DI!CTQ(2)LXJ0_"NRP2CT40"!WJ@W9Q/GN\$7?(-J!B M7!XLCLM:N",NK#V(&9_H D?
TRS7Y!&/'BG!2QU_?@(?ZQOK#)AL'XO1Z M8.#P:YR0<.Y6!O3AIBS_#E?38MP+,T1XOP,"
F>&.51;X"O"D>XPUP&)-/R MY><(H\$>,+V_6=3S8M8E2.Y#+_"&.>Y8'3EC!"H'0^5%R=2W.&(-P0Y7/Q%
MY^TKR0@/@/020#?@)P:V@>O!N%9.ID>&Y2:/PSS-Q+Q=*(I@/'"/8/+Y3[MJ_ MBD7EJX9-15V(?
>BBZU_8!31^K!^I(#+Q>?*P TL*7C\$))+!..K*S KG6 M=U(-Z9*/;C_5"(N 0!G>RRBV2'YIZ
ECN^'S_\$.!%)>W^G7C2[J\$2HTP"5 M#)7Z(!@\$#^6>;
(ZW>H&UBTP0,=\$+4D>XZ!9E@QG).4K71.&S*)J>/3<9Y'Z& MJ0. M_ ^R.8!2
H4.4#GF8#B_>7G(Z<\$6#S+>W7!L!|=I(4!><#VN0A/0/'^Q! MGVA36H 91RH3#;H?
LCMURSI3EY!9P<2!K/PJ=(U^B.3\$34_<*1E% MX0_/A6^X+'\$VX))R.U?
!2DGP)DEG*ME/'^G+TB1PJ+ICD+D2,2,>2Z@C?~ M?@6Y'!J80)MU@7_Y_'7Q@#'XAL-
7M<28G028W*W!%N J*)<IQ^#@?~#ZV;O! M+^|=+Q!YSOB=%W#P!X?
>9VIU1NXE"BK_H/AY@OI=2:~%FC,OIS!W(6?2EN! M;FI=S=)*?Y*Z70RQ<\$F%>/K^CXW.(-ME!XY-
ZAN2515MOZ26E'.TRGD_#UZTL%WHG-&*B6+*Y2=@LO>GAF_@_V&WE
MC2OK5*RLTZDEV!0T:C\$(ID12M_"RJ!&XBI/ZH L7#PW.X,3&8<"X.536; M*G(K(O9*#&8K(G9)#(-
(L8W)P>*R08'_.=9BJ4\$K&W9(#E8K&W9(#A_#='/S MP8;#L:EEF%0QMBX#;(7#^GWY!BOBW-?
BHC*2MZG".('0?M;JM"DSKDL6V!2 MZ!3>?AQO*R0V;U>Y)'ZR*1LZV7STC?=-!QC72FZ,9^007!J\$!5-
DIK;OHV M!/=6MBXO%"?><)0F(DV'Y_ZU8K9*HOD6N%F#;N9>^P!P\$6T;&.*PC;>"C5- MFZKFULV!6T&
I_@A*H E,? KA^"G#V-5Z,G<3@VV+YK G1T;T!T+K9 KECRM MV%F7!S;GN0XI4Y-
VXMH6D7M15H!LZ\$2-M,*!2!/? 7M8JO5JXOM20B'HD?(M\$LEP51%RVXA_!#4FY?
4MI&'9JONY+&#BOM=JZFSM>:+M0XE)6"OS:+>KD2J
MK;58K+6P9L\$Q_2LYCYJK/CH6D_3>HVO8"OXG_Z!N=0Y8 MH"8!);!4E.UFQ3PXHT>+ M"5PL<&O!
<4;C*!Q%^# E ^8^P;+>5H.+4DL&6!(-.083X=-C+IYX "9Y3#O&"
M&)"?P\$E!0A\$<1^%ES!&4.WDK,B;CQ!OXK>+7C%FDXJEZW!#7EF8@@V!AEK
M3;'HC!_!2S!3@&!S+>I5+5D7=90QB=;/>0)21IC'P170@XJ6I9<>DYV!)H!+ M40NXA4&.);53!4U!J*?
Y'@N>4#4&T\$0L3GW8_!DD)5(X7-8X(@EG5!H@O_ M\$W_# DXOWE=E4TUH-&4^B9^=D:@!'E5K.7'.5-
+;I8UMZ@>/M;DU8!5A&@.; M#T/OBL-(U+!G>@!2!B/\$)4=U'\$7:/DQ#;X#9O,B94ZX)&;L.R!"CIB;ID3!
M+"?"/+VGWI9WMG#R!R#A(+T_#3!%SG"V5)CK1+&H&>!OGAZ!#XO')72&+%TMD?,-!HBGF-9NHN&
M8&.!XH7B"6P'\$,2B1!;NPY(1HSU 0/@EC%/Q_.P'AN\$/(?J!\$).+<.1!6! MSP
6R!;TBHK(1KFV;./%F%L;5&GCD," OSOC.QF*S0..=*B!UOFH>HL&X M7!Y)P?
@0T<JYNT"BU>H4X@#97P;4;GH()&)G\$R@A(^) VMRLW/!HDDN !Q& M%1
!T7NF3@C7)2P(KAR!Z"+!H2C-)1&.>R>#BB!OD'OGZWVG(CY.LDAN M,K!/"FF/I
M,7#_N=TO;)!TLWWJ!-#P\$3#@!|=U+QBEJ_87V!;/?F(X&04KKK#LC=VXV, MV?
L>G\$+JL!O^Q*R!F>CF)4;MM=(8;&!5.9LL59I9H>@G/GF!W\$Z1\$;Y'^3? M'ZBZ'_23SG!1W M+S7CRF
HUY;C6A"H*A=^87. >M?5PV/DG8&LMS55+UNBY*Z!H*VBVJ/K!H% MJ;L_7DW'AY6WR?
HZ_3&\$6!U>#3)0#I!)-R@_1K-\$>I;B_'\$H?LJY;HB5B7P*>ZZPZI>W/XNX%>_YCN2_9LJ_88*80NT
MM8\$F*(!L,@)->FQI<=*B28V7D^%*ZV!;QJPS(^_LS0YSLU9G1W(&[5G7
MZ*SWG!)>^\$CW#>C/HKMR%MN,BY!AI6LQNB^VR9=6MHA0IO
JVXYT=N..*QSN!7MAQ0JDKTRNWGBG>#J6HU0MWC!-
T&N6K8C).JA45C&4604D)8B*^~/AY^TY""TY+"V M@%V+"(B4.I&!/LN_#Z8OV-Y<4T371_*JZ/BL<%-
X&M5>;ZV&*>YV%P;N MCI(MUD485.#ZD.4MK*TR;_NEP;+G14U)/EQ&FOHE8,M;2!96C&4;^QV'8;
M4G(ZP;R5E;VLK!I6+C69P;"8;5G>HV!R181R%(Z;_M*5!\$;LS!57IR*@/MIV&E&SS(5I1*;I'J&'HU-
#M5C2=&*Z?GFC;3"W4=N8C,M;OGNJ)2157;C(?!8L!"NZN3!P^;"0)!MVGE%E?"% /DP>+(!
ML09I96WDI@Y;69Y)L0JMS*B2&'2M+&R0!4T*JM5S8RH 1F8_S(Y16K=H/KC"BH!
M;+UKO>@!4%8Y#^!U.T14NFQ!K5;^O(?S5?>K\$FOJ#EY9A\$CCN^3'C8G#!&I MKYB-X
594V4Y!Y4!H8J!QR(GZ@W&BYV6-S_%TT,Y=#H\$&^#\$,H&"%B4%J3 M\$62#)MK)(&*^ BY>!7@L'&
!D_=Y?QR+V!Z*!T?C+!W!W!E<L_@13Y/HPUO
MV>W%/9_/9H@Y\$+A2Z0X@QW6D)XCR(D!AGOR!>QUE3\WAY(-%%!\$Y?>
MJ>J4@!<6A3&YB1Y<^@%R1<19?2DW_AX (WGY+ NS_Q;K*BV3^?PI#-R0+V MF?
>AVM39F>7W*51(-&6,3,OZ/FIR_A #8K#@=CX+)LH4#2<0LS%|0L!A?%
M9V_D/U8AWEHLY0A+E"58@C@1>_!9)UHV?6_1D1"/^+B(R72ER22)%>.)YH'4
M'N5KCE(MCO)FIA#28&J@QOL!6O;3&8Y-C7Z9ABZJ"!Y2=8C_2!TT^'(SY!
MZFFVW#\$2+!UK;4JO&Z5JSP%VZL!#3\$6M>I9/-TQ,0@UN^S'IR%8*@G9I% MV<^!-W!?
6IP%.HJR0<0Q3EDN>(!3_"!HO#F!9*)6304QP-)IE&KAQ'M81R*(L^WS)V,=5JSHW-1X!M'T!&^MR?
!@32A!P!6SE^BYRS?+O!;.-U>[L>SC6\$^/WO7P6 N;."YC= MJ;X_/O#>HGB>AEX!T.9U9-
>XGN@U&LA2SOF!/(Y0_!JK*5^D&EQ;3^X=M!) M)\$T6F3L?&W\$ZP-EWKX1#
!UYV!>V%+"ZK/@ZET>5!^W-9LE#YESR\$SZ_!Z M9_/SXFIF?LY!X*)DKMONKRA=LY-6;&VLI@LO!#G-
J3;MH*PK2"L,KW.6IE> M5S5A.*!7.3+59;LE584G3AVG)T VHX!5O?6KI@!>ETNR=6J7E'@TJ;JH>YA
M.FBCS7U\$UJV8L1N";RW"83R>DY^#>CD;V&IDVM>R!/=IL)JL*O^2&*1.S;9#*6C>^4I&KK1+0 MU(4?
52"TT#Y1.9NK_F*AMR%11%J?F;>RAJ^)4;^K9.T9;KL@C>%2TO+UNL=^L M-!HG&M45V5JRULK%RT9-
Y&.6Y&I&Y%I&(ELHA5M2!H5K6VLZ).4FTC*K43>
MB43>:Z;M:6%@SS0D'E66'W(H,B!I+O8T&E%7!E*^!LX+E7OG19\$!+7KFZ/MQ+-+!-
:0A/0VX+@%/L2X93QJ?!.?TG+A>YHJ?8?=225+O7QC'M."0KBUKDX;Z M@!YE62-
:KNE6UI#U;CIMR5U;WK3-UI+V7Y9VY(M;#?1JNV,UHYO"%5_D=DHD MJLR;)%;80Z99@+C
GK!>JZ!ATYL Y@2\$Z3G;'G>66VH/3 M!-IQKYCF;OW&M\$1E9MCWH@4WG+/9F5YSRVX3@1Z;G;1AO;..
"RG**OC-OUF!%DBS M)2H9=2FT;QL_5-NN15VS7O-L_-Z_.\$!K//Q!S-PDM6NPG,9HDS="+RV0F<))HC
MG=QW+!KD34?T)GW.JPY(WO).30E=!*VNK94_M-<&#_8-TEA^R1J16>3GR
M6\$X4^>N.+^WR6X!SL#%@D+!HR_(U37A7IO?B9_T-^Y;"(X3!G>+H!2%+!B'&0WZP.&&.YF_R.*H
M'F'R\$")P/A;2=<9G27@&_S<-+('N(FCT!H!HVQQ?JL^1XV!QPPF!"8N;'
M77*51GRX93&%O7S4)%F8,DEGMNX).JTM!UN?;0'5T2@*?X)1DC!_3'ZQP#JW M)(F_\$OYA43AFRG?

+^(AB?TS!;)G V!PHL@)Q!MGUKUB0N8NEEW&29>:10M" MX5\4JNHV O"04^7%2<)>2;
(W;JKIGN8?IQ;L_MV9VK%9DQVZ4*PGH_02/MGD M(G O^6Z?6-
#BWY5JJBE+::*6MIBJNB;F>R*E%J;G)' +N!^?;QX^7!^W). +MVROX]^W#S>WOU|>7-!^?W^|MJ/V@;7 P
#T%K08DSZ7%;+D3D&S@2LG(G)G>" MN0.K^|2!UQN0!;.:18%X(B02^& <->P6I?;S>;5;:
"VZ+|#UW;QGCN^47!";|>_ M!-?/N/< O+UW;AHJ@U87LV#""/3.>>SJS 3AO,+<;?T^HC(&841FT&;FX#|
M.P6IOJ@;1"Q@SYBA L!*,.\$D29+GD(P9.&;B|+OD(A&'OV0NMWAKQC.@E"\$= MBW=QNO?B-=!&41?
DQR?4WEC!&CC>?T_P/_U*]?#VV,SCGSV0^@IMH@SL&U
MJ8^9DOV21BQ.;X5^&;%>^!3P<<9SNJ|NH;*CXF7_/+ZKB1GZB)^I"(.)S(Z39C"1F#-'P.Y!W!|H^
M^MR%.P32B9-(S+?-PI#Q*./^(4#^|K8VJS)Y@ MRU^BL,<8^JL\$ _N>E|WC#>&U^8>.UG67E>MP&G-
Q%^-T|>_@>B&IM|A!S0 M&B*>K<8!;T.X%Z-&X@DW%F@&7N!\$8^#Q:03H%_;)8PHW@+
(AU.N)UR0;LHSQ MU3^|Q H+@8!%F_GZA*/JXHSDIA",@E?B.^6(MY:-
P"\$L%5VLL4O^>^#Y0E=/_833# G3I!<.6>;A@J?@*NA36&*7^D!>_3!2 M:-
>Z8GB*.W&FO&3HTH%5A;IE4)&C?*/^70!1<4C3O.*9 M|J.R.(.6X.4
7N!=N0N#.)#5/WC3Y0NFF*98HIQX0/I^^(PL8M|/(IC7XHM M-
785U=AR)=78YNE68|O2QN78|JDR*WUK)6785DD9|MW#'?=R:>|V|_/JZ_ M?B:2;BX^W^RZ>>^JQ?
JL%1%.,MXOBC1KJ.8 L-ZHJ|IDFS/*D*#<'GE!S T M6-
VG3Y=3<94|OB'.! =PPL+;#UH9ZO.!.QX)6.3AC*4V"U@:L(K%?*N9 MR43*./+! "<((W2_Y3)K@'|ROH-/1?'
&WUA\$3(3H+O"08%%CX* M" #B0>.!Q V/T@&8-A?7*+N CGK)ZY3Z0/&@<)>V//98^J|Y\$.-%^1_
M'^-42^!#L\$WGYR1H|./4 M"0HE F|MWLAE/D,<|''7X>*14Y^G> U^|PVX>VH6PO^(N=+'YW. #H?0>F1/
M7A"(3VR5 &P3^) X+ P%52!A?3 M"(OE@Y;I>|J#=#7HOKBHR!^|D=6 4V!QV6L
%)>07K2L1X&T^!RPL1IQ*7AB& M^ (N7-@ G&V.2B|_99Q^*Q8Z/39|R|E;Q&_17SAT_X_>)VS26?0Y|A!PQ^
M-T9^V^L_W"4W?4! C|>|C5 #KM1-H D.D?T\$*@=5VIV+=.83G%DZXZ0QE05+P
M<%&|G3Z3+ODRA3D7|Y=\$L|0!X&* \$^|WGF\$8JH"C|_JFH>V9Q<""^6V<.0*
M2GP|S>|NAV"D1'A.IXO|S@&7|+.V21*&WV? =XMTU".WJ9^F?SG.=YI?^1>@ M|U/J%/^ ^AT-
Y|OY*^8GD%_TOJ>X%!.EN4NNG2@0UFZV-N'T6P?6\$W M\$9ML'J|=!-
R0F7_+=089D*>%@%?'<0.MGX^3/HJ^@&'!_E0!EWR1U)|_PAZ.^8 MJC|74J<'9Q)EH)|X|9'QS2^6'^PUN9..I
MG(%P>W8BC/P(+ "23:XT&7#V%F?-7N)W>X+?.G.=;+LKJQNG.AEF5U5JUT9% MZ|K29J_.TZ+./?
9V>7WGD_K584CV;ZKTVT)#CV.\$0'G;EJS|HJ_+?2^V2O& MK-T(L|Z@7-.)H(4-P.8U/5J.TMQBY 9L
ZJ@*_^H|J|A M;YN\$SU>/_IUW7|Z^&-;&47DFM56#ZEI91/T@L=X5|38VY_M\$+)V""EU_0_<
MO9\$EEN':U#8UJML;MT!H)Y"MC0U?G#%/OD9?2_*7TO50\N.IF_#\$D9|S#6+ MR\$|O(?5L!6\$9W\$_<"
(V""U0I#<>"V!KV""@""T_*DLV:V"CB:#"I@&XDUGQC
MA9VBDLY|CM0%E8ZDD/<4;BE@86UD)/H@^@O!\$E>)Z-.8=C|Y|J9;N8CBE1WY
M85Y.G>5#B&KBY"#S"/W7!|@OXB)F+Y(X^-8|&|.D:BE+#9T:>V|4;U|0VB M)4+T@,AN8G6-0F6|
(5;3X:7H2?7^ .4;|EKD-CUNX7-NA_SMH DG=40WYVUY1 M4O?E3+;ZY|)!5=VDJM%H':@=\$=I\$|M&._-
V%ZKDW5|R|.D+6+I>:SKHJ1?D
M*%44Y)C2@0MR#I@&N:I61JZX5B>W(|^PB+M@%RITX'+%3IP;.%"Y_>Z@=S< M7MY|OB9?KK_R=C-
WM^3^CXNOU_NLT!%K_0A+7)@-/E-9B3C%GL_9X\$|HX_!KJ)+^E>O!H=C|!->)%*81|1W#(=S%GXNQ3C-
M'&&GY.4@&S7KZ|H(KS^=5:4+>|Q(T1EY9XX<3%.X%CO_C@!U"\$INC&%>8C
M'Z|!#23\$NDF3)O>EPZ\$3PDC@OY.BE_MQADJ"#(#SP%N<.OG"QAO1/U&UNH9A M5)-UJW9UV.Y;*G"J|
T6I>QN(*.J<%LSAND|H(XVGP7_04;^NVTF;U.A<8N" M:"D@CGM8ZJMF8!XE).HMU_5(G.#B6H:&^7
K2)4Q5SIQ_8U\$&?2G_XTY*1#7#I'8);4BLR7K5F3N2F2N'JR|'5UC'1.HPI9))=NJO<@|A13-
M_|X#I1=9H/1>Q\$7/R>_SRWUF32J;FM#^2>BQ1M.C3EL_|#>|A#T75|_&X2
M>.:0WIB6|;ZYIE/%M*DEJTV6D6U5XJ'%P|+L7FT|1;|L51(HZ;I4TW=6E*T M&%93_GE!#;%^|1-
#4EGVVR%TY^URM2!6NRW!/G6-&DI5J<)|5Z<;&&_B MN8 XYR3+^ O|RS+^7J59-
Z&6|V":=9:'N4!R|F30XWS|@W);MS;JHRU2V| MR1*B+5BNJ81XA8)=/9+4+N=4F;Y"W=X|DBO
3'65:O*BQE#&K@|!|L3.3KAU8U?OOEY&|N3C"K&J.HR MU:36\$|-Z8EJA9U>(WQKW\$J63 VC=677#|
<.Y|N#;5\$+ #63*IKBRC6LM|3 M1N|.#K.KPV^#X|*N@'7DMP.9HDMD)M2 MC2W6HGPk8>HBRU@O-
H;ZREME; U-0:6R WK1HK.JHV 9|W3?M;IP_EZWS M#_'IG6K,XGSV)G")UP6).|D-1K?7N.O3
5B9<;_T_%W>T9HMXM7.^OP;2 MJYJR*QLW9?_HB<6Q1>|OU-/B/+P+WRHOS?
O|Q_+WGAW\$;L7BQ8|NB+W9L M5_3%CNT7E_Z=G_!W!S=WO_8HOVC?NP|R|>L'OW74 ^_U%O0!1-|
(VDO&/W M93B\$Q8Q)#*2 O=3)9IY=;B;Y:#3R)86GG)B1BZ>C_ M.#(*HX1|@/0"OR?AB\$4<\$#%_S"&C_'TC
"S#YWXQNXK;MBW#|=Y":SVGRF| M2RY*_*_.|QFZ2^87C;Z0A E|N.0|=E>=^0ZZ6OR4-
X;G;XDR#|QS&'W'BX = M'KRJ2|X!|@Q%;OGW%#^+^Z1PBE'OQ@B>'.9/W.#|L/8@'803WQ3%+8DA6\$@0
MPYEB2_3'-9HQ?TA/BH"JQ7R+2.J 'LU@\$9G?3ONF'0+DU&L;W^;8 5F&O MZ|J/U^=+/P,(X",
(4810W_\$B|L/O4S8Y#0|EJ1.(N3J2SX.U"S>YPMYTVK MJZE*W;J?6UWSA5>=0HK-
|2)+H83|S%E/SXD'58_(2;|QV)3;#;(D.F5\$!4 M/(@)KQ:2AN-G
%;CWJ'6I/4|9\$T7G%E>9+P2U*FI^547@E\$"VKZ0Q9>K-D;G M7*.FJ5"KI(JV#1KM" FV^1* @)&-*0/*
6H8"C|&|CE EJ7H4YZDFRQZ4!/.3 M_H+G"W=)F&2)B6IE'89)V!|T!YIC>% "O6+#Q|(O@FX1=&;-
N47F+4^N-?*_H.H(3X)V13H2K\$AP M;=&+N-G\$N;J^\$
_V3SS7N_ZLXK@>/_I2Y|RB=J4V6MN6=QO4N*R4^%KY5R_+
M#4W;JBR8UV33F70114#J+0N=>2MU(S6&D^YBX;|6|UL/U*_;B6@.1Z6MEIK
M*&%IEV\$0>VX61WR(8)E|!%@&*RVL R**5S;E/%MJEIFM4J\$EL=Z2XS65:GE*R9 M@&%)V<_<
JE56Z&NG%NOGWZ&(N @+N^@=*N<7T"U5=3+|OU<7TB_MO'^ZO M_7M^O:|7A)?
|Z<@&J|*E.Z1E|18=-S|CK)2\$?|!"DFG\$YR"CZ%3QYL|Q>3 M^Q|HSV*FP*?\$(1(^B))|54|"X@_?Z'O_*;
W;9&9@)'S(I.4?*(#1T/T|V(M+OW*UH.#_Y#ZWV\$)48(D4^?+DD_"H?DC_O!CXI
MC.@OLM6UR22E@BNT78+1_P392|;\$GIUX*G.#+MR&A0D4R/?<.3BU\$|P;?"6 M?>P-
KR"G"9ZKKD@F"7;"=3*0O3>RW=73+PXLE|^+<8K MPP#_AK V7B!&D<@?
&:"&QPGKBO4\$:.2"E2|_!UQ^R#T721HWK@:<0-=^?Y!#|VIEY%.MLDC MSF_.PF3Y(U/0\$Q./#P2J0G7
@VG_MQ_:(+|6L039#OB9T|1LSY?N;T88?O M/_9&<>H&DX;8N@%9W.7QMF;ZBK=2674?YC^MEJ^4+

6#WSN#3R#>B9R[M0VF6-P_7GXG2)9^=, "-LNO_AI+D3(ZV#L#J#)W_@.D^6\WAIHJC&;
<.@*"LA3[2I+P[3T49K)U4N_M_)GC#WDT-1GPA4RN]@F<.:@_:"3/K"#+.EY"B\$=\$/0K\^-QKSEZ)2B-
E1@CS"Q[I_!%P1!&8M\|7S9W(HITD:L:ET;\$I 6!?!&+Y&6)-M@-E_SU@H!_&9;"DF/+IPFK2W@_5K
Q4#NA/\6\!\$KZ#YUK)?!GOL1\+E_4 MYX7K/T>PE?FK;-D\$;GX1MQS#^8'6"Z;&"\$R>.-L7YP_C+!Z&P<%2
1%B0#94XDED3BZ7I_1#(2/"G'&2;.:@=GETSV",Z MC)+0W-
@SV(9.D@*F1!*I*&WKK=8<+P.A#3@\$3R\$K%O>;"32;<^'XYX!PQ6 M9*K?LT\$T',7CE3\$8>?
%WHC:T.PCSB#K5)RX'GNP+M!'XI&.!E.#V>AEA|W) MM'6X^_T/..##*D)O5AZ=
(NP+Z3ISOQ@W<#TPG7L1>B# O *3DZ \$^+!F\$;N*V'JY M/^OS0&K+"J4DIE7F_J/(F--V M/&#|H@2AL "A)
(.0(R%DW""#/'9"@/_DV>'O@(:B"RABN.TVFA8 B14I?X!27 M/\$B% ^8JD#+,Y<(7KIXUJ33F!@%#
(@K=XLDB:3@|/KH/(@)6#+(NY+V#L39O)TA5|>M7|+96&JC@Z0'G41=&XEPJLJ M5BCE;T-
ATF^HI#"!7-7>)D58W+!TQ<;R_!&&D,1K)PEZ!2A|+>@%UT1Z
MF101(PX7<_(APG4;^P\$PAP985"J1J|QVHQ100C+.(M,9*\$2I%6U*#2(S.-V^"-I R!21D88I7!J
M%@(VW)5?N/ND".Z;JOGI.UNMWQB7">".B7\$B@*0Y)@|>KJ9).7S#P+Q3\$ M-!%="8/EHWKDX7"HVO/0>4R(CFC)%B1GC.RI8(*,2.Y0*!IG<'X'Y&F@R) M1Q#.8(TDT&+6\$9?%&J@!*<1K'B*K\$| MN9*F8Q8*^>=I|V5GI-%ROU7IE|JA#(#USE,K!+09.&/>11^%|.DG.RLEL9*
M&3&+!B&|DLBLY(J(6=\$BHV8XU'F44.*P?3B3J< @4Y6!|!(S3M=K7SC\4/9A MU@.P)Y_S1'V+R)?
E1&L@ !EC7/4X0PR|0;A\$T7I5M#|A4?'BUQTC8"YK,0E
M95R82FZ+)%.AXM5+!>\$JW""^<3\$F6XFCH;3(7".T\$!6A_!5ZT*C"B70Y1-S
MY67CT?!"SC+)W^9A%L(UVIUF)NC3(%NHL!4HW0Y+X#045);W""7>X\$F5R'\$ \$ MO*CFH!C'F#.2KHZ7<
9QJ<|&\$8IF2=% R(GWQFLT8=&)I3J2W%%&G#!.L M\$ \$;>!FP"0H%>+ T"CF-A(G\$;YKM%OSC>.W
WAF-84+%S@Y+SL/%.>EA M.&C?BDTGSPG@_1*N+^@IV%N)SSVH-
+8MR"J3HI _"\$ZTMV6.U@)'4*+04 M.O+H*PJI"!
+>0;4B4IJBFE9&\$2P&.D@>O<|6KF%\$\$.%|0C\$%#8S8;&9OQ7H MNH"JA?7YXK&P*HG3I)@"OI.:?B|5;'6".
(I)(P%ZT8V\$<_A0L; MY*3#?2!;J:Y5)9<@CO+@_)Q= *ER04|WRE0MG/N\$E1@AK?JIZ2Z88*4&!7 MG2?
A.?S8(J2TM*CB+X E.'>'RJA(L.(1+XKX%;HGPDA\$C1P?Z!CL/IF4 M)@X=.>A/L-
MA2NLUI8D|R;7G0\$5T\$*RIXO)4=)!>76&. M3E*,U-#WGG2^H1?=%>J6#""=E)C@@BW+
N^<(%DYT4I%R3XQZ)+9IG9_)O_%U MKPS1 K)@/AIGI;_HJFYK7 W1Z1V#M|3ZZ5N(8;
H" T:4J_12Y/)3G#\$O:R%; M5\$X""@8SMLL;B9S7'3@G|WRK.@IRHG0S5V5SB8YAJ^6F*E_-\$!H?B0"-
KQ!|8J%@:80;U-Y9AKUAX M\$;4(K."(HH<7&\$BN0SPTL6%M ZI=5\$;(3JL02N'PXYN#1KGS"(7K4.Y!+R>
MY?5'4A7(|BCDL|6Y/P2GY(|0035R"P1A;H86+_K M4|_RSCN1(A5;%|D8%+MU:2 2A1O R|OC*-5A
7AA31 27J|2A\$Z>^?HQ\$|NN14C9|!KK|\$?E.KX, M/9ZWE?9LUI.N|DT|:8L./21WCH-WM2;2?M?FJL#?
2B'E|4K#>:3MNVWIMG| MIWZ@R4XK>NG.FJMBQ#3/*P.Y@FH\$C&UG^<K47%3=B2X+&\$B=*
(F7|)'KXA! MGBV* (LK9@0Q%CH|JHOU2|03Q%XSJLMVO3Z ^.;+|.|SL'K3%58>AA>?
MK/7O!&M?|N,4C5*;QJPU/4 OMLHI1JBNT/T%'H%EPO_|MT@N FDVM94|/3& M/5O#D6G9?3UJ^<0P_?
1&+50VQ)Q.1QK;6L|C@:/JQJ)8?KI M|=7!<&P.^GTJ3N" I+S1(T"/@60\$B(F=-
PEI79/\$|T8CS(M|S);*H/Y|"" M4^#A=,93#79GC)FU)AQ8W,|E.@QFD!WXAY8LWL0;C#K\$QJHC!1X-
M8M2I|/4!_.H0^GFFIGIF5---6>F)4G|O0'(X.1+5|RDBQ M+*65\$X0W@JZM0^&B-|
(=!*K2SK)#MD;3>|NHM4-5;98&2.K;\$^V.X>;(W|
M,IV9@|&EN85&JCW;N.).9A9+3S84_#P_%\$JHM7^G\$;|<&*9HV&7XDG;-'RF M&9.^UVR>C1J)?
M,NE;@^<UZ=5BLE Y|\$F9>CKAVC=G@T.YP&6#73(0ZF!;GLIN&ICUJRL'TZ3Q7WKME
MVC/MJ#QIS*K)8;'.J3;J3H"TIU(8E')M.|HWR<@D)<4P9@#CN5AZ>MIV?+
MGAU9NGCGX(=3\$R.U|W:7+.;&J&M=.9W6F71|>R9|4B22"1^&33& CN;% MB?
E=3|4\$J(D*W=WLI AJ/B3TT|Z-!AQA@TX/H@W67;2J<;T;7@-66>^F!; M+= UD5UK;\$Y&70H1;1J\$5+5!
(5G8#G/=DQ&U>";0?S763H=6LW &D|H\$; M+@Y==;Q<%6,KG'!^|_ (X#.T?VL|2\$|T EXB31HSJH?
XG".#;^1N""2UKI_6DW M9P-LOL3X<=XFR-M#J+AER|L:DVM=<=>-
JY2U"?BA.MY@|CV^Q/M@46&-3&_D#8-PL&,"WM.= MZ"EX>+|0M/0|Y1.?@KI?
S0|H"UU*4ZF|<#GXFSEF&Y:D*DY|GBVU,0.|8F MVQ/"G-E6QV)-3&MV(+
(IA9*F3^BQ"0/#6ZV9%U\$P*5P8UQ1MTF5-S9C8G_IC
M:E0VFPYQL3UEX&O4>|A<"#7T|1SZ>#3E.M3H#N6>@MJ#;2 Q|WFN>VBOQY\$S M,&U
M9J|Z>/1E*M1X|Y^;8UT8DKSP|CX\$3KKBQB,*5BL"\$P4='JW-J^; M\$&#V^UUI-O<L:IQ|V?FQ-
IW+HL^UX/SBL' ' ^/*>--XJ3|><5@:/8; M9P\$ _QIF>@HM'5(Z'E. BTUL(^"IY0B?
@CU0S1?/IN9L.'RE#;6V,92A1">6 M'/QH:FC&ZILS>Z*)IG5\$.3=T-Z,02:9CKI4;*@-
ME!A5\$UA3M^T9CMVT-3GVH9SK2U.GEC'5)ZC<>KPO&)L#L9MY!5|G2?=9JPN<^)#2";(
HDD4^CY6|WA|PB;>)|J\$|+5C.?EDREB6Z/I@?HOF%:GIBAV
MQ+X|60*I/L03(^:)ZL1TW;N@<5B+@!9MW.Z.PW&7>H9J^M\$RH\$4.MT&' MFC;=_R_DRU"+5HL()>
I-2F78;I'X: "C<,\$7#;I-2>G5'O|KC:FM1+9\$+ M?@ JZD!7O!>DZ(G/ZSL^ V^6:VP^G3)
(@ZW+.)HM7O7I&WB5?K^|MU _DFZ M|/81Q:Y#5H_V|K;.W6RON55ML2W*6?7>^KU.N;?.\$|H,|H_
MUD|L.YI7|ZW?&QZHUO;\$4>T4>I0CS(I-30_18XZ&G>Z>T&K;>>=YZ<)=>G
ML# _#"|MFNMM3J**5='<4"OL|J"2T&-34L.H:F9#(RAX.FN8;ZA)Z1?D<3'-JZ?>4L.>?D=# M=-
M"R+T"3V#DC(;3LS1L(|L AH|GH%^K?|4| ^.|@/: (O%O%F'L8?IZ*|C|K/\$N^90..W_ M?;\$|W;T*.Q1P?
@.T&|D8#|!\$;="7"*<2M|8,ZL#08I;(&BTF5\$/IW(E3TOH|=M)T%H9--F|@%-#|
/CJN.^V3|4CM4Q6;+U|EZ:4>_M).QFB^7 MWGJ-H;%W|;NHLUL/Y'-O*=3;YB5"T9-+@::6V'
%>K|C^%O+|_PEL;L O M%75"7I-8FSD:SCID9^EZ,F7#;JX)R>%GAUCP8M;H)+LP-51>FG>5#7 M
\$50)^*=-&+4J|KF8'B@>|!>9V""U?^*&F.T=*^?OH=T@P=L+2ZBU)UWL.QM6.1E3I6-AQKC2YDF^<^EY+I-
\$ZU""=JU"C *7M'3VO| M&_.W)"KV1.WE|>JZMKI3B(9^>_O>^(TEL"SES^!L7|G.)CV?6C_>8=SJ5M
M4EA;H)5U&J-KAFN-S.FPNZUGNHQL)|E5Q|N-9C0B*ZY MZHY-W|V'S&=5
MU|H" T';8=T1BVN!&'|PF/GO^(:J>9C%UF55=^>9&?K=L7/ MYQ%GW|_9 A;|FODW|/9&.!#WO"4R-6-
H_P M.(N+S)+HJ|Z|<|95H;9CQ|S)3L00.ZS=N%Z|JMG M;R|@P-%;^#X
MKF"C\$A\$J+K?/^|OH"!M|_EF^77?CJ|H?C_N|T6Q4^56_9S7|?# = M-KJC:E'6I#

<<3UJXJ\$GU5^I1#UCO6_H2&EY6(8_DNK=)'IGDX2OYCPR!GW3 ML/NYQ7>/U7^4D'C"0D(BP-Q*
%B2Q1JE191=^0^=['"QC�6,##&#,5ERXVT8 MD".8X5<_,Y1%#C<.,HER M LKL8W&I7)V*HU
3J_CS60X,ZUQEW*+GC31^M@0^00ZVTSZ(I,:DV"/%2" M>=-)\$D5SITT D/?Y?/\$Q"F5?
HHI,'S.8GB7H&YYWN)QI5E!X: X'(VV;/'75\$8OX,O1=L5_(4=7X:0_>Q1%\$>P/8421W_"^
M,59P^3(V>.,'"E5>*\N12US!%U(C)D/(Z*U,'6H4P&TG;,*CJA'B/LA8MXQ M3Y0*#*=+(S@N-I7N62J7"?
Q88?C<"!<&Q=8_.,-WEU63W#_OEI3KJ/<6NT^M!4/X,TI\$FL79,EDSX4PRJ!U?&P@M8X&B#01L,Y9
ILV_K M;LC:7N@<.,M?(EN'(G,X:Z"K/8RNH^M!@# '@J^AW^JF/:1FW)?EW%?\$V!^_9S M.\$=Z?FU-%9'+2O-
S_&3?2#_J33<H=U!>|N^9Q":M>WT|+TN>|:5FDO@M'HY
M@FIS(GO\$UQ&/R2O3./E<'XK>#89K!QQPLBE6M,; M+UD:O_180%Q=238/_4\$FLAXYF+CPT9H',3?
S3I3S3?6>A/W@.,;X#%N%X M#""%,Y79L%0)\$_TT?F+02_HO5FOF11A R#^+F<_I%LJ\$1>Z#L04PL.\$(X,F4
MUW2.IX)HO<+ER(>&R9)'!N#S>>|CE:N"O_T\$,A6CX_/+X|P%3>BRQ.^@G=X M"ICBMF=L@M:;+9;
(NZHC<8: CPBWX,6F+H#;,";KBHB((D-(P9_%@Z",J- M)#16L*|TX@5/-/RR",5'0+>|!@JD?AS"45YI_
:>#!=XH8L(Z=|.#+|-'D)O M"BKS2|^!Q7QEP17C|!"^Q|Z/((A>O?>?I9G\$AE9L+0EPV00>|817-,F|0LC
M/U<|@_73"AP'XIDN(4:B#T!UOI7.\$\$5W_>^IE,2**#UVL8IL.@Y.*BFB& M.XZ78>JIM(YAW,-8E#\$,3T:-
PL8Y.V!42F",X\$88 U"2*JA'V&B7"3VG"VOIR#YY_ ^8VM;D30SH#4 GID'IVH D(0+MG
_ZW.9I@C='U/D"=H#P*3^D>.,I>U|^M:|=|WR/(I_FT?B',3FJOXIV6Q/P!S\$T@AL!|Q!-V=17Q*R
B(T@IA02PA:Y% MIBU9@^&FO,!NEIZS! (&_+|!1P#>RZ\$WW(5C4VR47B/Q'F_C'J\$;ZI%0#XU M*?
L_A_0IPH?EA3'Z)R5_JK>D8M>NV*EK!D.H6-"G#Z+BI!95QY+EA_6W) M20**2/.E%@_4IV80Z"CK*%R
U)=R""EB->@W.2Z#KSSVB-A&XIH0;MK+J+|T6_/8ZL MWG PUHQJ|DF^VA1U1)G%3WQM9?
VYQM7#RDDHFN<|8<9/H;#Z'3-SJ77U>@7EMF?=JDR_DG314&T4|OC|0>F7;CX<|: MV317W2E/TC;
|DRXE2FI\$UUQUE|T|H@|32NN=(^UO"|<-W73V:PZON|=|I ME!G^0:DZY-O|10F:S#?
>_ROUUI1=;+S:S+|"!&18/EG_A?OF?&|KFMJGJ\$S, M!;1+!>#MT5...|C&JSV5JL<'DNOZRJ?
W7+S;.:NE|GYF3E+3.:+V313W3%8.I%T+NBI(?H)N>EX_PU)M^T\$(%R' MKT0?8Y8DD3=/\$|7O|7.8P,Z#)
HWRLV5.8F@Y\$KFGWZ(6P#>S;:OL?FGN|E MMW2QUIE)3;J6YIDH9FAW28|M7WLL;5|HZ
4U|7V3:Q9AWB9ML:>Z5RF9G_6M\$9(|S MA8O&?4VV)XT9M;5|H^&J:|=|W(<KZ/2/Y|1
RSFERGI>PKC=RPEO7K7UL0< M6/T.<>Q&P&JIZ+^;9+.GI("D4U-
LTV+70'%A;:=50"^XX==60: ^XVZV39' MDTU+>-^QDTU-L'"9.9GMV(+UR6OWNE|R='^!1QBF\$?
=1B7>6D|I^V MRNGP0|H?>6>W">=".%|PBR0;)QU/L: EY:=D:8&L/KG2KPR|I9
T^PI(T:=XC&8|=ACMB5I5YUO M/X/((|+^#?H'51(=G;%O. 5.A)=>. U338UO"!HI3B%|N7O9I"%4--X-J<
MC75YRTDC1DT-Y|<#6Q=*=@ZBK7;:7^H*?4\$;.&8FUS,NX_!6>DBOD2|+D
MD1&\$P7G\$G32*J|P|X:NG2YWHN@)|+|YJ;5L|EVTUTR=(SZ)/11*M1HJ|Y#(>C M3KM#6JUT|',7_>.SK
4(7F_,|"==S,>|_5"X^&3EOHN|83/C!G5@?|@._I M=%J:C7"DE+G? HFCHH0|NM)M\$-K"!::FE*5/+K7:!
M9=PW^|_D<.:2|VZ*NJ055&'7V"WK|+@U>#M|E4:O|JW:U*@U>#M|M7:?!J M!;W*@U>#=
|N7J7|J|;W:LT>#5XNWN5|J|&;W>OTN#5X.WN51J|&KS=O4J# M|^G!^Q/-%4#0.D?O\$=_XSQ|+H-
=D>.C%J.641K*:DW+^2J8VNTM;L5'7N#R M(E|CA?M.R|CU)N.MMC-FW48>|C=YW7\$?:JP?X-
I%.>#GH6W;R9&L)CC\$U| M|6SPZDG2K&9;G8 !_WWFB9%\$|
(QU&"7YN#AXX+7G<"/BUSQ(|>7'KA=Q)P%4C.'*<"/HV/3N%EZSM+P L=/_7=B4LV11PB-C M"
<|PC>OPEEUQND,T/C7"-8_@.,<&5FF0;T|#=<(%%)|I|>>8#(3K:2=11>>RZ/&JTY M""\$U5%)PX"O_FK^
_.\$<|GB_8#-|V|YCA|C141|\$N8!@3)=00|H M9PBK_) MNO|WP,-K+N&=G(|P8@7(Y3#3"/CHYES|
&V*98S#),?9<6.,>PPR#&Q8M1 MQ+ BYL/9!;*+A|.PY@|UY.-+8+)QE|DD\$M|Q*P!)PRL|HK@_)F
7W/XE+MQ7 M!&_\$Y5ZD=ASML2>|94%5XPSJL":O(D-ER^|@.,@4'QML|V Z>E@3A|_S;:>*<
MAZE&+6|W6IXULGS2@P.L7Q S,FCW)G@H=X_LOG.3L.LCZ+UNJ=^7G04H|0%|>
<|JN>M\$DC^G,7P&|3E M&LF*W|0B|0/LD9T)ML1R-UG;0"DMI3S&3"7X")EH?%)JARQ<8ET""09&Y12
MMT>%:=SD.(>J"K|P|C-8G@|*'|="X?VL:*\$GM_IN"7+6M-RBY47&07|X5 MLEI^ ^4J|_|@SN9A%'##C6|GJ?
|TWZD&E=FC|1+1%7BAOL^_LP8(7%-J>>A MS%479R+?
)UA"ZR8MI2_"%5"\$@QB6W%=YDQCT&PAJ\$"\$DH0 XP|B#%SGP M"V@GH-C=+\$.E9@AUM|Q<4E. ?
+EQC9|+;O\$3M5&'15@?;EIP@*>(#01ATX
M|>|I.@T7I&D%EQ",2,2@!&R_GM\$<=3NAM_@F"0VYE@8.AR66(=L@!4_29+A M H/PK%"|P|O.KT+|
<^%S3J)|%:.*"*J|>_HJBD)I|@(<|@>|^#XP*& T;:>79J8&|D'LL_2L:P|*NE M!4| R@2>\$R1@=<3W\$/H!
I(NN* T?|<>_U4I#&2|_X|J<7#>=A|9.09UR:_"_#7+;,\$|81HO M0-\$|HPPWB|*V-
O182NXPYHW7K(TKOQPCDZ|_)90E7JH"%8ROXZ8" PWL7\$2T1 M/4<.D/S):A8_Q|)=^^"(I|!_&F52 ?
W|W42F_IM(M>|@QWY'V2W=0^@* M6'+A% H"CS!22JA--Q)HS^8A!6@|*21<+%
Y9PJZR+N!|\$@@"\$K4E.4@.3R+0 M882YX<5%?R513@*?LPA=OX&SQ>6*0*5^!SK"07>?3RH4L-
6K\$K6+YE3B<6 MK99.DZ4'N_A7*KSI@&A"24O7|EN#OS#6P%#|Z,|W|R|2<304|^3/E(O.LR
M!_U1|H"8K?C&,P<""Nj6=3KWO7@)CY*'\$9\$'&1^@5."2XIOQI(@OR,8\$W5J0 MQ\$YBW(J4?Y?4B9-
P0G|FHHXS5*4U:!.8!@_M>&D-S\$E_DG%4W#E(02|T%3|H:2&"Z0\$4)3/U&04X(0)<+7^#HW%@"9(0|
M#/:_T#_*9.^:Q8D(#-R(1P|Q!70&5Z>%MY'- MGH)J9)@BQ0U6<--R4A'_O>^)|J!@|S GE1X|?
EU@^>BM0|9LXUX,PL9 M2!\$|27!;O6_P_)#C/V|S80|&7EHC""|6SU.Y ZH9P*K M2F0X4.KR
M=/T<%C&FV|,*YKGL5YJR(=9_3:Y*5F>IDR\$BREL34/+X&3_2'5#S'D@K8YL M5Y\$B;%*7\$6U8|<.,U=,%
M>NLU>LA<=DO^532RX<^A.>V/Z;.=C.SR%H?FV,J7'U6E@QE_"V|@_Y%,7Z_I
MJ#@V|*M%#/HA|0%P%DXZW_8#Y|<_JW4.XV8:X^SHTQC:X"B48DEXN|* THI M2*-C77\$>Y'
.:|*KLLJXW%KHA.827DL1&Q5V"|"T'9H#;Y@' MR|8PSX1@&_UGN|B\$|V7(1(=-?|23@-|T|(?
FYNBG\$6|J#EQO=A)8XH(SL/K M"C&Q Q4<\$SV|E156BJ|>'S0H%9305%(<.,B_E-9-
_:Y@H78)@|Q4|O(ZHK MTMC6!_5L+A0I2M*1Q,IB|9I_2U.DV(BX:\$7<0<8K*>Z^A|J:_/0@F3L1X2J
MT6D&+FUHZP4OY8WFO3|J0|EYRL08T6?;\$|I9|F+NP5:|?G>-O.LINS|B M'Y"N?2G%?&;Z+2|EQZ7D4
^G0\$&9.*8 M|J|JITWH+3(TU1:X/D&&9|(<#1+ @8K<3S-*3:UEG)1 MY66F@;=>#==0N+R/1\$NJB==%
<.@_J9|_@B60N6C7WBV1.G:="(@B5+6E:." MM_J>WLNJYTYA^|U%WU\$0D(#DL01 MYAB+7#_*I?
2"A2^*.J84.E)HYQ:=\$;F>G*@[3LJH11\$1%?7D|9*+LLEXT(M3Y;W:JA|YV2
O^Q|J\$#8YUYJ.\$^QQLA8*F%24?9,<.,WB^%Q|7!|JL-* MM(AN9S'L8/GGO0MV-OV/4-

^00K5B7J\|E5=,7\$QV4B+6,;%ZHT:AL/O\|R|' MLSNI#G4>XJ! JHN-I
::^M.&O4*V2=D[7&/FFP9HU\3N*\$D31"OPML"531DD M6X!,-F+?.D4,ZR03Y'5W:DS'J3ALJ:
MN9U5JW5SQ97)PP:??-QL'18SRVQZ*H4VRKH&@R-
F+FFFW,2L)61_S4=L<6;/MHVX%MV@UHE+%KG(,4;FN2L89
MFL/9=LDX&_ESE.H!\$)WV^P!;M&^+Q1@EJPI"+W/Q,%)KL\2ZKN8E2\JU3&A M552PBB17\|D)1;(A-
/B:21A\$% 7J(22E\$&_118\|8E""C"@?4 9NZ9HP 1? M%HL#GJ!&K2Z_I/
JPIAW.3683N8\A^U;PDP@F4W(HRQ*42Z00.F.TH_+ W MV%K%RGP-ERJ6)!6I9B'F1ID?
\$C2!%?, "2LI&9Z:T^=JE/1OL&F_/CPR85-VJG/P+V/"X!>M"AJHM&6R%L:UA-
K1>V'2RG=GD9DI>QW1O6.8FWTO\VG,2HUJ&C M!-MN\$"_)EYBEQ-0FP3P6TW1^C,2<0?
_HV/:RU5^\$0TKB;J>N ^CW1*,"+9 M#KY27" K+S!W\A5\$T.MOKU\M8\Z)PRB.T,A\5,%=RBZ<^X/:Q?
#39J+%AAT8 MA,\$YY0A326T0R!:%<1QB T)8#_ \$I=)C6X\,%KG/\$DYML<_CIP")PKYKC"\$
M=^:"M.0TN@P"1% M4T1G\$RIYW>A+2WU'K4@HS(/:V!60NXB#Y\N) MC?B&K6-IFZ+?6-9-CLKC'I?
(V)IV>0FUXE/=GE'H.&F\$KV-9@P\X2\DC M46Q^+#+J""!;*)(@:ERA\$@+_K3@>M;5"R#VJ?
<||GW WX<('D?N?A\$|ONS92A M%*8QU?=-NITV2B7(+YD7&-?.Q4ZQZ(I9M6C:*\$L!)=)9:KOL*YF
+*5BV#P0PQKM4L*3; M9/46V4RIK.6NZXTNPJMVQSW)V7 VW9J+(L0P*<H)H^Y9\QM9@X@.3-!;O M-
7CVR%TIFT+74.Q00W'8O.U\;R@*)11;13\B4Z-"";#@PW'V G_909C*8-B M>SZ5\>K!U&?
E.)>1?8S6WW44WLO.R_ ^X*7I(%0F-PB&[->SH-!O#IPQ* M(83>?8V93C3?
N5.5\$7"\$DPW572#A.*\ZIO()ZO#7B*,V7A\1G510J).H"_IB MXK\B\XJH1-GMU.Q;UNZ;>@ER?=@?W\|
(YMLJE1 V=>JRS(&591JLM0@Z(KAM
M:#6X30(17*,=3+WK5!IA546%#+D_<4%%7\$KK/\$CE1!O8AF@\$V\8R"=&S\>\$R
MB7+N77^T@PB>U95)#)M\$P&JDK_)YOR).?1*O;P*.4AEGU_ Y/"RBU36B>B M/J)<6+!
(?;^TP8(V.>>BLZ431BY7B\|P0JBL>D7F&A"B?D&WFD*|O%IG"NIA! M)XF78)*X-9\|E1.J/4-M?
6I/^MME+6R8\$Z72!)TL7L\$XO7.#-?*)S.>?;N6R) MP6E=Q).=J+T_CZO/IG^K2
MQ6U\TL3RDBFDIC7.#+;*/|/?0LHUFG>S9C/_3QLJ9\|A"9)\J.F-K8%@I= M<>ECLS_JEW+-
MUTOW&F/FGN,FN=U4X"\#9G=VH\U3-G?VR\K.?E\;-4RPV%5 M8F\,-Y146%ME)U\Y#\$G5X^FX(JEZ>Z@
1>3\ADC0KC&J.Y.H"<)>WLB.&9;C MI5
/*A35K21:TPSJ\$Z7ISJ=9EYQ.TZD8=3#9\$6LVX\3;J^ (HOG@PTVDC\7\$+ MYV(GG4L9TJ: ^S!533B61.R,+T-
\$O(23AZ4S85HKWJQ)+M\N8_/BNPH_6A:5T2U&4F4>SLU21C>:X9P
M%SQZN^<#RU1@2@O6^SSQOE_5;5K%V=\$S3VV.N0\;D>;Z=YGX-)<-EH;D;M
Y;I&O2/R0D)IEQ2ZPG07.P4*NZN;0;\$N#) 5M.<8N10@ M8\H.@\KG89>9T/=7BXNO@B;%I1F/?O!EY%P-
YQ4AKI0X9%"*00ZO7<)\$ \$7?U'X\#4"
MX>.ML5NFFC*+:U!C9@\$XH%L!A(I&//&Z(SS')0'^.\$Y7:\FT:3+\8L\$=19=2 M3(BB<\$-@>:EB/(JZEE&
VFA1D<+/\$.0K(@F^OY\$+PH MZ\|EF;7D"-0D.5=,K^ICE-^7%<#V:9)2RK1)@"PCQO!;*+/*@OC LS\$*1=;
M,-:#LXS0%+G%O\4-KA)3I"DO*%.'YKD\2J#G%'4,+Z*C4S1B;CP@9OXU^DP% M@U4WNUO4\|E-F-
>,1#4*\$5"9\IDE)!@UPN>AVN\|S3-%8ATG>!D\|G\|R^ M2; "8^>&Z3P!@URJG"@D-U&BQ;J_(<,5*\$ M?
(CL)H<.?>4PAKB\|+P=TB;Q#-#>4'=UFML%PO+M_*MAQ_JR"_XW.5%>@>E(I4\T?LW2GY1W
MP<107GJ;2_B=16("G*9C#_/Y+?#<&HOX4"!OT4D.6\ZP2#20.4)\8K<B M<[XE5B;)XGP)0INK7*GHG/
S014%^RRZ)8>\$\L\X^BJW71B&0Y4Y1B MB1MJ"X@"#R0R+;2T=,GD PI49;L0:U=%/MG@5F-
119\AW7PU='1,17?IL,K"T>4+"HW"5VIV,S9\$I2;H)\^R M71D8? T!J)
148CV+GN>_%TB2SVT2>RM%)^@AZ,<45D<\$610"JHK@;1MC&PNBBP;A)5'=CSP^HN\#6IY>9GBP#
(GE8O)IMZZ M\H:(RD\O+IWIAO=-=2PO?@E+.2.*3AA@7**AI!53*!(XH_B)+ONY1)Z0_ M2+Y9\$1D6
VFB5\WT>6K1;=<[D]L=Z%H?Y(5BM[H]GG\;M;881XP,Y>"2G . M;|D;177C-QZ*"=BV)V)
189O)6A(823ZLDH_"E>CXP50;(D*.9'HRYYA^F8D
M@**,*R3;)'2^@ZX9I_@L4X3X_,P1^KX(ADC/<19A7\Q.3\|L/+RN=#PY9H,
MJCX" J_:EE**23O&WH;:,53BRN32F(A1"_?1V\2%Z#1HYWX2\'+8"%I%&;
MQ<(YA=)JP!E8%+ZGY"ZXR SIC+E@R<99-53FDU2^(J\;>>2Z)<,C!%Y^#5R9 MXJ(
%C@.DQ0PZ:308#!*9%':JY*'/@/6"*Y1\,IAN@TC'=9MQTJHV+OI8>H MP\$IN-7+4"?3YC\DL;1'D4DX;H5W
8T&MEZ3.5J(C\$A'FHSJH>=0C%LJ7X3, MFFHO6!10W \|"AWO3JRZ*X=Q039<;=,QA/<H\A2_LRK4DLS=?
A-&WVF AB1P M4;9\|V^TU7DY+77;+J5_63J8 (MT0XE+10J\$15CMCPG62\;HNRYS-U M=5*
19@UGHE,DKLPY"D\A@L.#8B)^(8Q S18J!&%%2\BA92:NW77%BKM\|C@ M5LH1),+HV1+
<8N0C>R\$H)G+;)L0D1XN1_SFR5JLJ1H U'17>C80\$Z_<9; M%A@?T-E\|
<_#EJHU&I53ZH"F/+H&"@93BJ,'A%Z@V>D>@5\|C.@10"@A4#> M7* 2\!2O9EDIM1GE,4ZK0E\|
(C&I*GMN<1P6%|S19-GX A3O39%,I')SV(!O M\$H\$FX ML'?/7Z\ #53W<_1N\|V6\4^56_9S7\?#=-
KJC;E'6N&?/M)NU;U*!2_95ZU\$1\$>0%L.&#B\4_7BOD>WXNF18ZT0^I^EELSN7V>L?>.%=
M5\XFS@AT>7)I?1=BZA?2%>|ZCC+"2=RM 5BQ9X;-R^O" 1G'P.E>,2O M2MO>"H4
"7"M\|<*>YZ"34@9\|E5\$T*8,^?|/%OFF<|E@L-!9+UI&87<2P^? M5:0*55_/8#;3V;D)HD9;+
<4'4YZLP,EM?0K^EGN &1%CEL#>C_ "J.MH7GT4OX'FU7L# M-)H\ER>-FXS5".S3I#;74VUKJV:-
>_2DWH<|JZ<54J^E.%-- M8H O&E;TM=PU)LIDKXZ*(HR\$!VW;XY4\W2,5'OO 'H/M@|/+A?SG5K4 M-
M?+8SV,^P1-6\BM3OIO4MLSP>4\8J;&O;JB#Q&;J@3/M;FS>RC=OSF/" M7LE>F;4K;^Z(><)UA'5V@%
+O?R.LW998P54&H\=-AN5.ULO\$M?; W%SN M75;+75:62P\OZ-20V\E<^S;1?L%B_L=L%\$0Y+-
7.G1;)9\YH*|^1.Y&H* M>AU;-NCU)?JFM\HE-6.IA&8GC0\|2;&LA3)2R;M2@=(MFF<='M3XOQB\J6
M'?;4=O\YKT""@(%ZJ4J=BJV@E52<\$+5\$5+ D1\$""XL.RD@>-J43SV""OO MEFCRE>!(HH)-+2;
13D\KZ\$V*=VY4?&ZLO9J6KU9ON8?JE\ZXP8C*+WMEXEHS MJFD5^XTK)2YG32"EL.HZ7H+,6H: ^2\2L=
11+A1 5MY66V!=?R9=YT)B"> MQFK\|SX\|U0+*M5Z31:(YE1+|OP%
E*=D&\$RX:Y1KF(%Z^QB\|=L5FN>E8 ^ MW@7HH_*A\|PST?"5V05_8\$12/ESUO=BEP.2"4*
15S0G2P/L7EN3+1G\$X3*X"OJEP\3R%NK M_-2_9+PLD @("UI)\#R\RP3\1ONHJ;#2IN\LV^V*T^ %TY
MDC*!@%&T;9 M8E1Z+_DEY7W*+SL@26+10)\=-&.TJ.SO@4\NM M;&.VX*)3L:C(SM\|L\60\Q.O1U-
(C#BY:PS%)9.S@X>8A@445S")Z"/9FHBD M138O"\BR3A65=-WQ:R&8O\H:(H=85\B#^756>S\|
(='!L/#C\|Z\X-JR+ M5V_ \$|=EDMF.W7\$#B+6F'A\$1?936H2 M7,D?_-\|HOUG>%C\&6;

<:IG.*WCFBMJEFEQP:JYU@WVC4DD5?+.%.<0>F\$ M.C4Y&F2#QBIREZA*PH<4(?
0*1N\$5X(UHVGR5^@Q;\$.3.DKLIHC_@A1LZ8EA" MP+&5#K9@4 VL[Z!\$H\$FH6AD+-MJ\$T.)F.SUDPGL.
%\$Q0DDPI<97'M1&."S ML647NXEELW% C5\$5@F?(SGIBF3>@ (Z*X7JDQ>,+96VZV5'93 MY;
(^..QH:NA)2;R&"'+91(+V"CI7>D?7S2T07A6R80HF1R9&(U+){B5T}!3?# M5G\$ EUL:8!"<+*E>-
@P4SW=3HJ1,*6-N#(2VD5>8!:@Z2%RIS8=-'F)0*!Y_=WJ#/1B8 M0+5RZ-
EHC'^4!71SQQ7MS09HBQ+S9;\$X_UG.=KBDV0X7483I/I7S;=JRI-U MMW08?)#>"Z:&-2')03HEB=GL
)TH.CL#EU93>G3!8_/9LX4Z'@YGGL/G0'. PJ M?_SV_E<#./K?4Y3GB1CMA8P>/O#5W^^RR1FQ'
SV_U_R_.,%WY^1.W:.%WX. M2}T"U=0A{!')DQ+EZ&B;QO{CI=Y7G>!D7 M09!2>J/-SEW_+POD45(
Z1OW{KDAHV2@3?ZG6^=%-IR"!VXV/DID1M! M%C6&P5.3 4OM_VGBA7#GH-
_8HS1JK@OUZ"3/!(C2IVMLMIN-I%)&L/I!RD0V; M!5&%.477-C5X77A8;P7T_Z
)WY!0S6.@!%&SO3=AZRWH?S.S+8G&(U#Z1E MC_1L3*-RBKBWSG!/->H6@2@0S@90
)_J+04SUAJP"C\!CYBGF)WJ_Y4?ZFQHFU1XZT M^0/E;& PX3(05B<%XDDX"F0.T60YVU+PEN@FJ47E?
(IKB?PI%MI.LB%R<2 M/GBAT6%I;13}(O3=L3@.V!R^!W0Z.PAY^!S)3_->X44!L.(HUMO)H
M'L:RS#H66_F NDPUSGZ!^..T:&%>OC2_?_O;^..^/CYP!??00UXMO'+Y^/2('<
M\$LN&+H!4FCI&I9Q:GSB5!#10HI4*@SE!%)M4W5_T_)L_!\$BJK#3U+>&77Z MO@H:Z'47K.(2@5\$R
XI7*>JT3U&>JZ8G*6-Y0)J&BQFU2G'_7OQDB<W)/_M9AV#_%23*TPL/<"QM"0B97*.
SIP5!9P.)_XRZ2929@IXS.18%G!KA-33M 0
M4X34.PNA1!3F*>GW1==/+FC% H#@T."*OF\$73:ANSF8S>DD5..L B+@SR&EAO MR,UE?&
_3F!L!5EU0+O>B/_3V1*Y>S1D6I X)L'"7Q04+VK'ILR.86C9QTLB
M1Z!CODB)HN4X.#G8G8Y+^4D% @Y&CJ.7YIDH"V=3;S@Q_!71(YR9AO)CRC&9
M5@V<=.Y.W1'.#I!2JB+1C.;V^2UY#M;00L)(!>*(&\$F MY>F25CV@==YH/_85!5N+^XPM&PH_7P,A7_-+
V+.43'UOJ%GRJ=S-I)R.0 M*%I(X?Z8*!P'ZH5.JS*VP?+VHD;K<;KJM*BC-M&<;!B_)8EGUL88""AQ:
MP?'F7IR_L!2FWMO)WUA7VJ!.*@Z.120LGK6I/YI=JL^..CKNC>VJ#_YK5_NW
MZL9_\$BN.SV'.K!>.=.%G;TCW!;ZJ&<4VXAN.'1K*)!KY.0IXLG0)(ZH=G M>C((7;2W0G<3 M-
/0S)GWX*B!PWH;1NI?1AW&AE#Q_-TJ'-R--RVEFT7D84.RL;>>SYUU@5X^ M9%I
(BOF917P>LL1X*WI=41&BH/!T@J/(-B/I)*=%;3^..#-'FB98X<"2 MELW;4C.4<%%;E;5.HQC+
<5%ONQ3)K0UXG*HFNV31G 4/V_O_RP^>WV#<50I'! M?
5O3U3HZ@G\!YJNIDE7IKUT=;=>B4=-.5"^C*UA{LJL6W51D?2V0EC4U?N]=
MJMIV.B*S:IJ.^=3Z!<..U=B'!6D&)L_Y84^+S4J*6<"TGPZ823I-AY!CP_?^>
M6WVKJ_ 'SY5,1XR%VJ;|_.._)^!A@{TJ'&^J'})T5069.IHIW9ZD8:SQ\$<7L6.
MCN6P)+5=0OW;_1T84=LWJB;_PM4M:&<)#ZC7S:6SY" MVE>IJ:Y#6Y-4J_-B
MTS\$=6!W5066^ (YLQ&Y^!X/NV)FGPW?L/QW1@=33X#CNE>9H\$ MCV)'QW)8D@0_7?Q!3=61X*?
V)S!FOHZOZ-C.2Q)?5]_>WJ;!U9'?5!C'N.. MD=%H;/5-4E*>H)MA\$X!KG9WLIW3V:*9-U+
!K0\$6REQ!_ ^7SQ!???WE_6(O/I8&E?;X##+*88 MU!/=T@ICOE1D+XL(8F,P:R3^/7-?%2Y0K:|>_Q
MD%7!SYH-AJH/&|.*BO!= M-"TUI:Z*-&;ZU-
&8YH!B2T31H1S'HS_C7+5L/H1EUW4.+Z%;Q\$D8PVE4N_JPO5.5\!T#8!GNI_AIT MA@-!+T!:
L.T!L=71{Z333KNY*..^7GS^Y>+!A?IRR!?!+{H}?'MI7'!Y!#MV M5{XT/GU!UWM"@U4?9N=1#&W;7?
Y3@RP&#S74.OKTHY_ MBG^B(5?&IQ!PBP(;^+OWHDB;2V?;?"G/1+63)LWJ(-R:(ZR)@59GV='S_/L
MJVK*?_=0*UR)HWVJ7=04Z1Q9-S=UFHK=+QX+ L!XQWWC\$A841D!9GFXSTG9? M>NBC)JCK"EJT>?
9T?L*8?2C.0+APG3_..DEBOY!6\$C%L4!VQ;-..!K! M:1ZZM_!CF:SIQ_Y_4\$L#!!0 (-!6(;%G7T?"N(Q(#77-1
<&%N M;"TR;#(T;#DS;"YX5E9!J9\$LAM.CG308= F&8W"6P@_ M/3-/&"W!^2I/YV^7=M=-C;KC\$-"Z M*;
>|XC"19.L;#.KXQ_)@_ (&?DHF#&^&;#8_*+4N6SUS,E!\$SE'KZ"012W!E M%I.CT^/9"4+-V?
F9VSPY<|^-TQ;YIY-C!Z.O5:K!IW_?7XQ==NMLW//;,,, MIR#VT^RLB=H>:IZZ1^!L7?OXQ#MI*-/XD*X"
!Q\$#D"CXN)O&L@F!U<7CX M^/AX!AIP/C|| CL'OYV(^AOB M;4<8>2+
YUOEQ*Q&7QDB%>4)%@*C!8MX+>#-X7F'1+E:"WP_EH!*" M5K/5;AZUG.
MD)@J7P4/E%K#B2+AFKDH4\$N)44"*R=_B/U R\$]-^>G@27B-0_-20!&<{2J
M57);)RHJ_J_!U615.1&H8KIUS\$TFO*K9OL(XF)KJ;-I9X/B=XK?2AL'&6D MZ#359_%;-
UY:6FTW8LU;_A2W7\$N\$@5)PFF= @5V#^;LX=IE(0WXLTEC*%)
M/M!H!AO&/\$SJE)V(RS)*RD24LD#IRV_BIU8K0F!^0HU(SZ37_ M6"%!)XD(KD"-EN@_!E*P
*Z;H7W>@TH.2&#!U#^!CJ!K(9OP>GM7%#RJ\$ MDO\+!#Z:UD4/*MC_TP-WD5!Z.*BXH;J-U\$OU"?SN\$.H!
(YDA=ZAW10.2/_^H MG_XKNPU'BM!?'#2KF.J72B-)X4GQZWCIT%+_M9WF>J*>^A.L.9\$Y)V7OY;L
ME8S!4&!O2#^HOI-!0ZPB)QUD5CT??XW1A6
M;\$E+VZDY;=*JH!SN\$5F_8(HYE.S+\$2J_ ^P"HJL'63/&9.DM:L76)!('X'Z5-0'6.R9R2&0SL_UW53Z'T/D(
MHMR%18@Q?JO8UC+Z4Y9158IL;>ER%*>IDIQU44Y2UAZQ+ #LBJ!'YCQP!'H? MJR&6J&NY>I?
E2G6(DAKU1K6'G'1)T_8ZPA19^F5UM'6^GFVUI6V\$ZGO447W
M!#0PSSI(85W5GK6R5205JA*^X3*U=|U1J+&.+ "H.WD=CY^E;X3&=BCZNYA M#AUD0!IP@{J
JTR6@.ZSCPC_A/P0WT"-0!TM;-7F!QJZ3K*MXG\$OLJ0'7I ML@A'E>&D"JDC2N^P+Q<*<
(12#YPE'5"!76C9GKI2_EJCC+%&Q*4?9K04FI_R!EIEA-
ERI&VFM*8DI*V1XQ<(4XA\$4L4(\$""#D_)G_MTT;=%N1.T-3_NO3')6C)SRVN7D%^5.8^45^K4FIQHR6
MO=SJK#S7NH!L521.Z!L.M:T7.7V2RL3L/M(EVG6HNZZJ9Y9'9'O(^#L!L948U"*9RWH8'=QR?HP+V"
<6MT@_-=+P'_1_!2#@&M14B MWM73"E.8&X*FVNOHAEP>I(X61W7#X-
MYI(CV'290FD!LI".J_+L3^^DDCBHC MT49I.O+VO(M*DUB0#Z0IH4^9K/X-
S%"S!)3EH."Z_(0>ZEIMV!0E-LYI(W) M7\$!H-3&9^"C5\$R^=V.UHJ(L<36!9O@5D-?
^J\$=|RZGZC3K"R/&TX?);M<_I MV=|&%YKN6!>UU?#EJ=(WYC!79-BL*%
<..;D.W>L&Q!25C3G:/@90!99!W7"H MMJ(E-Y<\$K-AYV\$..4AL(=8DI4-
6RD4OG;6X^!'"\$!O!GTPYGVK636S1M*?XN+ M5!|58!3=15EOL6'IB83T5*I K?Z@O_NRM;&S@P?%4MX&)
!V00>VJK6.YI/DE;>_WD@W>\$*W+KDZ.UH2 M<|GUBN=UJY*H_.X=1DJT!-2)P\$>-EPHNNXHV_/'2F
A>&EG?V!J#./ M6*A9S8!^@FC!H;7@&80M"^("F7U_*(W: 3)J/HIF AJ%-F MY&Z?IW/A<>6B%_#M!LP-
P@PK_8I(V2%XW+""?VP/PIP_88QW?P+PTU#.BT MOAXTXXX=.19;AVB(E%;844=JA<07+9JB6K1-Q6

M>+EFDO3,I0@K-&P%F5UMJ2%G/>G3S4B,U;_Wt*2S9#P@_U4EJ'.O\GF*.Q\I MEP_/%2JVTF)7QTF?
9PP>=Z;T0 FL+ZL+0H=#,RZ[K#+N">/%R;?Z%KPCJS; M6GGQ=G&?1Y_HCI&>TF0C*&WR%QBM?
MTYVH""?21P#T?_#F@#\|W9O:' M)=@?J.0NPL .9SIUCJ5.M:&2_P@VMKYR.4\$0GGQJ=.SG%HQ82J=
8,8J7IE M8'(XFPUA&&!>Z,HV>1>I6JVCY68RB7MP+.,%QQ/1%9*2M< MCZ/GI6(I1L&4%I<"S"TL9HEI&?
J2A'W(0Q@YGOJ>7>.\$@2>KP/OH!I?0M6
M0!X^4LR',UC%2;Z4JY&OAEN6CY&.01N",H\AKP4B#J*_JIV^K*2EF&Z@[1+; MPRL&LS&U-DWR,
<^EZ"IU+,49,I*Q@52Y4ULD:>LV\IC#2,IO8\$="Q\I5;,> M"@4KNKI1=-KEFLT)%. ".*?-5(>)^?-W5=.1FNE;
Q\$3/R=81S NT0U2IN!5@ M5\$YW?;Y#)=Z(*)T\%,KN (877'@\$3 KX>K#|IE'6OYZJ!%;TB;0JM C-7&Y#
MQ@JW,Y,8M7CV)JP,BH MP5G3V4^IXO>>#DT@0.-M?IF!#+I!@L#4866[317
MZ7REO=9\$J09;%L1M8O\ /05:'YO?F*!Q2C4<>N-G3Y4;?H24E8-MXO)(Y_(*H=O'FZ'={U!={C!?
3R^^KW:~1)A6X"H%? 02J5:&'E16T!.\$%3S^
M.+C1S(&+96V!\$56P_IQ<\$=>0C4UANX!XQ#2F4D609"9H:&|P\X,1T|<"C"1 M;
I>A'X;_0>BS248L)VP1D^32N>A9F0N%+4(Q)A\#DT0L5L=20 M>T8X-D4M G%
H>MH>#H\X\$ 35#M#G6\$EJ'%^UC&>Z'^^OOD8-)BMK\$8P!I? *P_I, MAI02>2O@R%#07\$K'
^"T1W?IE,+XRB;., MJIT@B! P%J!I?#D88<5\#HUC8#B!1IS LZ6=8&3F+W.IAL\$Z?31!D1&T! 6\$^
MN10TKFZ-AHJ,J" T@U#PB-HF" F1M>'8SI\$G\$ZD!5;=>L=|K(VD(&N'9Y!T\$R
MO#5!D1&U@8IXUZM#O>BOP7+%V4.TQUIX0E?|!Z(BV;5|FT|A(7TY4E\$%."15A|#*)>WHGO-
NS>DFB&O4L4*4#*7(6 N'X*MAR8O9\$6'-7=@9*1L*!G*D%*R#+BX=-72 ^ZS+UG@!U8_B\$R5/!K58
MU6@-E:T NG',HF9;_ /L-8\GXP61UXG.\$56#EE@Q'L@Y&?RB26B;Z5H!;IEZ M6X47"J*-&-
E->|8\3X+>6DBRD#3UN>QDET?8*2'747'4>OH)X.^MES)"C:E
MCQ,Y;.\$RVOX94FR&JUS'&EC1<0CPL(^G/2>S9!5JED#+IH@|D#!D|H*TY|
M.L3!W*6.L:K(&D^)W6.*Y0J6P,T7NC(ZUOEXW(HNWXSAI M5*QF&.@K,E|X&7449BC*J.S#-
XMH1B\3(69.<0J7:8Q8*V6/4Z\$XUBI8"3(ULYW4Q%NE: 5;HYYZQ/ @)N)8.UA4JMBP
M^9^~.KE1H!.\$*|MOIB4Q-52I=|UV_Q>6WUI4KV+J>*/3XY37;(39;4-6T
M8FME1+>).J2T)S3*92UH@/J_ Z(N-?G6\$Y<7G(4&D Z+3N@A=@?/Z*5N@02 M(&@@E4A;
27I*D"9B*C;Y"~6M6>G/^M?I79_F;05M'1F.^BH' 196H\$"^C MY5L&JF--
KV<%)FUC_.GK"^G'5HK_ "H5+\$"5#;@XNN JV%IE*P MGZ)=K; M.^;
I<6I=FL;5*W\OURA.L+N@Q\$7^~JZH/JY(T;)O*WWXJ9>R=G)O/QSDKWB M+1CA5= MS61!>-1+;
XOY>2L<|=P|FK4\$V!56T F#!*QE|>(9AS))=A">CEQ0>W;1 M|S6O7-JA"= _|+IZAZ* 47")/OSP/U!+ P04
_5B&Q9>_Q=,&T> #! M) \$ %0 '!A:FPM,C R-# Y,S!78V%L+GAM;-U=67-32;)^|U_!Y;|>;&I?
M.J9I@H9F+A%T0P I_ =)D;6:8F3)(F YI??+%GR*ME;ZMC'3/2 %W'JJA KO
MY%9967_YZ|>CT9,O>3H;3L8_ /~4_LJ=ACA.TG#|Z>>G?WY!>|H7W_YX8>_M_!?
/WH_~;)RTD\ET^_GS_(E@0JT^MOKM|<@M"P*\$8HW\$92)!@*CKZ((PLC\$ M&\$ R?S|I%)GQJ<(S ?
ZF"TD^D"<\$'44LCDN5%L|= #0<_~NG^D? 67Y"TOO/ M%M_ ^/3S?|TI-G7H|^?
%;F(Y^G\$P_/1..R6>K3S|=?OS;C<|_E8M/<^~J ML\5OSSIZ&ZH(#V6/_OG|V^Q_Y"&\$XGLUQ'_L
L~%/L\4/WTPBSA>K?B>N M)QL_4;^#U<>@_@BX_E_ #9+3W_YX3XC_(OGS4^A|H/9.CXU%>M_>SS-)>?
G|+31E %S;QD%<5_ W|8LPN \$4?Q9+18CS?T_?1%4PCK/G;/(J3
M/EN4U;BC2;SRH5\$5R62Z~IRR>U<5| MED?SV>HGB^5<+.5F%&=KN?
~|WA&P)WFM'CTWW%TD@>&>NY=F!*"#J|B2HJ?3GDI;+?B9)QRAVBYFPGI>4K#.G<CU^@E+8/@.*Y!
M>NYD;) &%TI@4=Z;AA_J.82Z*!+UEF&Y%UK57\$9P,&SB7%R,H\WN>8*28)H_Q'GJFYU6)"0'SEHD
M2ZPI^(*HK..R6B#<,TG=PN>/OE!~/|@AAYL)8%F#>G)A4F_?CO-XEI~/ MTUL*;J=79QQ1"NU(
7M2\$N3RJ;7T&60WNJ8(U<^M3;16|#JD\24CB&MY=' M:<;99X)3_ZH*_PN."KL^?P%3J>GI+.7KAV-
GTK,L,A;J&0C8,H1@G9H@|H MM6KM26|#K\$^~53NRM=),|J'G\A+)|/*2FX01)616L%:"
(KV6Y#EDTP2T? MHJ!"@+;R*R^/WR7%J)_RJ5|B9C~.0Q'Y-CG|PGEI(37D7PS,EBDG\B: MA11KD)=
<2<8PRV5C2=|SL>^|.C+OW\$2_PJ-G^G;Z4E>Z>/92B\$01|HTID:H M4RRF
)Z3T5:2XS=KC7S^>2(P"TG?+I")GV4&6TUR#F;4EY#L"Z 84ZJA*8H
MQUK|3%Q@Z|+U)@DS<72C#"OAN.ZI?,EXRS?0.OP,BX\|V-I110U>*431.4P-M*);9#-V-ZVUX^N16-
29(C,S\$T(,;+X9=ARN.TLH+G8#0J+PA'3#4M)ID G\GD-M)I:J\$X5<@;OV^W\F2X68#DHPK#(
H4>LL)!2O@H_-\$;C3UJKDI&U.ENL8^N2_ MIX J\XFH5|H
/AGL+*R@H#.GLCB92*J#M,I'YOM'>:=C=PD<#U|5)71 M*D/%;+61"/.7&\$5.@;Y 7G8')@TF=9
X|80*&WX(F=5|7:2K#|C-I=R0R%KS M\#YIK@/\$V&3M&N|A38|S='|Z;H3C^?-
QJFKXN.*JF6'+4L+...!)#E3T!IPM M#ECPC+H/&;1?/N.YX^914:Q,?EKZCD@7%4
A&ID|A38&6B."MEV"8SLJY MF(K3IU>RT(>MEX/\$O?_B=I(A>E|7|6WY%ODTGZ.AR-HZCYN0;0(F!2&
<..L5% M(D!DADNABBVE=42R&GL; &9O'(^JEK2+ 50R)6L"X"".\$\$. \$E^L%;& M!;-IV-NPNA3Q-
&4&3*H.MZ H+MO14,N!,"%&.D8G/0%""55.A7D:SN M/=<3|&:|M#T3#A1 WU+
<4B#^_EZ(TX9<-2R_ M_+G:1XN|_ MUFLJN?^!=WM5NVE9\$Y(I#19/7!D-3K@%H*GZ\$|ZQ7EQ%#?
H+IWO-9#Z%(QU M2JN6HFEZZFRX2!25&=<2!*)P'L=%I9(ECB9KR&>U&A1/'%P0'4)TGK'R?=L
MO0%U"YP^!6Z=J252!H7CUU.^1)G45%3?E M8^00!"GLZY0AC01RC2!_>79|W=
|0|TW.KW^8TY+1D*V=+)T;4-@|T/L;JY M8O.3I>A;G2<_8\|WOZF|EL-C|H+|H3@?
Q8\$J"2")B9AI*4T3%+A;6UTKT" MH\$':OPSGBZFP.*
(7TD.R.E2#1JZ0XKI6*10%6.&L66Z=Y+T.O4Z"OX379;W M6=UFIN#*3+;R@J7(7&8-I3J|W&NG;'5/+Q-?
AV6(> MU13^2Z^J=Z;C/7KVMIE#.)7%Z?@1|F.D2%YNC(V6;&H|Z:@*K6;_B6T/J4
MVFK|JGS>9WYEW.V4VP4.\$9.%BJ1(G(L@R|9 2;_ M4?D #CX5O=^I^XQ#;R-D|*CDW7-
+VJ8E+&9GLG9#9('1 MM^F8B^ E357QHK4EGJ70^IU? ^/P=G-2|O@DOR)AKCMW_-NWY89W|
<#HO_01 MOPTDHE9%B\$'12(XZXAI"S#\$(J/E_+G9D.Y;J768T\NZ MJL(3'\$@C1)HLO<1HG
9K\$|E^6I7B.WMM=E&;JY;G;D=Q MK!;<.<)J7&LR;P33I_1P(P:T6?A|X %+9"JC+L(B% =64
4\$JP)09<8=6G> M:7Y+'NP^RJ6^WZL;U=G#!RJA#5HKLCV"0NWH*(@26D+))5AK2Q+8NL_P>B1I
MTG1M&'&S7=|!\$FA;YK5YFNB53.5;<\$S1VW0@O>!HK DD6)LZU0W9ZX?A1;L MAAT-
)=*PA>898Y>AR!++XF IHI6!E#|YL*66*F@R! PA"U-|P+|A33C;/B?G"YV|5|FZ?#+

(D=D&/%VL|?)_COD^\$T_WHR&XYK|FM&(-XNI+#+31I\$ MB1XC)C|DV9DY%\$Y:0084@JR6(QI?
E)U%WP[NKN=ER%V0; ;!U=R;- %L)* MWJO)E%8BYIQF-?
E^*OK%FO))STM67@8P5K/JMAM: ".9|NHR.)6XR|KNTUN| # M|BJKV3%M.A9*4|)4>?"
3^!EG^6U9M>)!HW5RB|/+N)AT F^0@4TEV1P|VF1W MH?YYDBZ:MITW|7T|?5E+7.J1 M#5K)V?
L|YF.JS|T=D<=N4%\$61)%0J<7""RAR@> %!"LY#(J;W0'MQ|U M^G M8K;|OM1^!Q?:V9GF7;EH |E89*I>
MLZHL8.JG|!E373V5D9""3|N190|NI3J=Q|!\$*/ENC>|J.W:C6#03JLNC).: ^ ^ _E_GLI_.F++|JHXF-
/^7W., ^ _E9)C;7VGI0S% M@/*>V&XRS1:3@:C0NI2EU**+&|_N;X8-#0*N(^)9CY*K1\$1G"D0|!#F3OE#2
MU=M.900MA7*2:@ZY/>|2/GYZ|BK|K>JXSXT5+);3FD.B>
M@RKDJM<&+40J4R+9<\$7.5T|V7QYVF_SQT_-0!7=-S|7-W3AI>720=;VU-QH+ M@<>;M"BM-FP)-
I5;) T5WTV"! .81ZM0 M?*"%"SHXK"9G73'+0-<@2!8(57"N*MZ-O_3;="N@Q: VVID|V";5+^RY?2UO.
MLWRUR=|DO&#U(-I4R\$LOD&6|!)0%|X\$L!<1LN?P| 4"5\$G))>"G N7@P_1@NG//?73ZG?L4=T?81>5<9U
M* UV*|JU<67RY2TK1"KOM6OE""\$P6"ES\$Y\$XTVL75F MZW9\$. ^XH?E2*HH&NC0R-
ZZ@8P5|.\$)"T;Z>+R2_"45F(*W7FE!"V?SL|A:P M=MP/_*X8U\$|:S6GT/H|J1>O^R42|5L|85V|3|!-
I@NJ_TKZ;9&|K%?7BV4= MJ(C"1S*)TI8;RE;Z6U=#:V^UE|4I95>*;5>LCV&OL"O"=2K79BQ|GX_/7Y"S
M;L>7|P&)OK,<0.4:8CBOV.B|"N53@JP M5MEDJ|!21Y9-I"2):/KK
6OI8+DBDLYNJ|8V#|+E|:90'9IQ&1=2.IA|B8 M3%H&FK<\$N!ET(TA|VNCOF%V*.M..H+2UZ+:CEYJ0/EQ
3HM|!E%J- SBP?_NWO294U%U?K@UXOIZ=I\$O!%,SLFR0H2M&DP|F: ML3)2 F9OP0:-
BXC9^)|V*H&|1A.|S35.&T6NV\$?C T^H R_5"4XT% @4 MT0LF^M0IK+JT.FU4*B.?VC.F<; M0PC;)#
&-9G^Q&L:6UH"Y(OY"G1R|MF:P7T&)+UW7-G7PDU(AUERW>I4N9. M(6:T7"N7H>A*8|*!\$
1RX*@ET=DO+5|!GK?AZ5-/ZGMB3#/QM,O|?1G."\$XU MH).3,"GHY4&*1
+KA4&6*|=51Q<'7:PE3\$%9(C(R5UIU|/VS"\$|LM"9. M_&T-\$O+5IR;#RW.|H\$39V4H4+ F^FLJ-Y#B Y
M.IQN F0'\$F*P=6|:3|&87J92YY.SS.4JP3E|K0T.C*Y*BFPNB8E MDZW%6|Z*
EP8T(RV+K"8#^D6W"QH4N|NX_F@NULWL&+P/2+M0;VQ.\$K&?7 MN*S|S&KVP9@B(FN)Z|>PW53HJ-
NG-U|X0C 60P;(D=(S%;G>|X>8QMN+\$ _>A.NI"-5KN M9FIF0|&GSU"V@-8.55|@VAJ
H"2XJ")%Q@L77UT_XENOR!FT2U5AH-9')O M_:R+X44Y4^NN:I-Q:RV@K)U9"R|FF*1LP*?!OVI^4-
7=;>F3\$|Q==OBFW@| MG"TTWXRTWN)Y.\$X?AI_&PS*.)XOLYVT-
N|FHV&DE5DV.JH7P"|5YJJC05J%WQ^X)BW"V@M&|4NOSK^U1AM"6(0E=-D_32@JC<|!\$U:+=FA5 @-
C'+.R1/"!U5N0\$2%D%L'&*"BH57E;MGZ| MJ- ^53BV%O&Z_F8|+V3#9;EV9W/)SANL#936S1F|X 1J:
>^9CDL++U^K3 M=2V0/E4B=L6#=#)H%\$R=53M>JB113)<00@0A5",NA &#8#LO"ADV;./?KLW
M_/JC^U3^U^U|?M"BMA'L|SC|*PEAY/9|PT7L3LB#)G+AVPX(EF01"00-&|
MU4\$(+|J53UN)^)9|^G04OU-AMUKHMK>A79V<*TXKYVL/B\$J_(CDXK&?;2;- M+VAB)S>@W>*#/&P#
|Z|5^X\$R:%@MOHJHKH(1*62EA 3E;VBU'C21U:"E^B5 M(+ (FT|Y
?"V4/K74|IH5+:31NUCW0_R|*!_N#2\$EPY-W&^H MNQ^VAXIT&ZQDHT#WVOCG;|(-
\$"L>UNTYLD|!#S73ER""CZ% #C9S;URPKG5I MS*X8VZG2RV> ZE7|KH"WN9&V>I95&A2 N.>|+R,14(I
<0'|X&,\$)-GO'5F:)F\$|@.CM
M29ZKC^|3|!O/&BTTETID|54U,5Z*2T#;FB*"FM%;>U\$01.41A10FA=*+@% MK#XE"1Y2A1PLLF|CQ%?
#;|50|H#-RS5/:1)|W86NV79@O?IZ?OINA M)U7,+ MQ_6H0KW+O.B0,2)YH#P%4,*2\$U%
(=\$%EZ6.W/+6*?;2|!QD0Y8W4M(CS|YZ M?70|G7PYNRYZ|:"+7_UM6@OWN1.D E6BE|
09TT2I/^L!*"KJPZ'DF_9|_4 M\$T*CH1YHKMN2|M3Q6LWX9%B|VKH7,2J&V"8PSM|9;..@A1&)"DZ!
(00436 MO"OC7:#Z%#)\$U)U(WHNG6#M5V6A=H_K=>9H|..6*4ML38R3E>.&J)7T;-H M0>12;Y*!:@(Y)5
09#;LY"Q+Z^|F|M,H-Z"/7X|E|>K)H X73Z6DM1#NJ
M#M,@"RE9U@%"MAE4|:8Z10Y2=HEK4F2H6Z=5;L/3)UNS-P=N)MD:"!AE2>> MU26?
M=1;|=E;G=A"S|"9\$%|41N^J@SD&QLP-DHKW6?1C|<- MI?! =F+ FUJ*
>_85ES'VX6UX#?\$7\$SG%K3F7>L\$T)X=0U9/4LDB3C9>Q|>9P M2VMQ^5GG*5W209Y3J|R-
+*"LM3\$DL'KI/4PKK4.MFQ|D9Q;<;N\$K^N PY=
M|F8FX3*02TD3FYP+4DM@P_MLR7I=>O*UVQ;W6B;|I&Y=W;@>29^"ATZDO^>B
M=Z_Y7YW,3Z;Y|^X>_1R|P|KFX5NG<&+&+&+S>S!|O.HH%IN-7W\$WQQT M2#
M8UC;,@0'3KL,6FMT)0K\$V'K??WOG^S_5|CO2*F;G.*2_+Q%67H<+V2/M4FM C MNNTLO(Y"V%TK?
GRX\$L(8)72G+&4G=FN;2=0_6I MOJ\$Y,3I8|8?1-W|0|/3Q:QYJR;|/QO/|LT)ADC+"C|1#^:QVOPK*00*;'G|
M30R^|J26#|P'NTZF*?NB?@T3:=3'-QT'YQ MA#|BT8J|/!"T M2 IE++XUV8.C%0?X|3<+8HZ;
|-2V.>S9:>G=0|VB"0W'I9 MWYZD ",RR,J+J*V3PK?>U=" (L;412J
M|!"\$%|3C;YU%&4K"M6Y3NCO)1F<5=>+65LFLGP&YMXZ5%N-C""387&0LGA2|3 M/5Q:*SD)
(|/&F|AY+*OU;<;6X|Z5#>V.5GN+ZUI9M\$C2"U8#;|: N\$#HK\$/P
MS#N0QF9"S1Q7K;NS;XNM3WNY#|ZEG85U;U2ZF7%W;>8D*A8#PHHXR#4>T|+
M<" +84")K7IFR*|8^|=L^*+4.\$M|IVKZODP&7*EE#EE@5B;|J1U6?BP++|":G M8Q
/8_FV*W.ZK_W>|J=5NXJJPYSZ)617-Z?KC:C.|P2%"@ (9+)*AQ1)VVR5
M1YMI|VJ|Z4|!|FF MA:="R)+2..RY_7/P)A^_6'_P=02P,\$% @_%8AL M6=ZDP1^+1@<.0"!4
!P86YL+3(P.C0P.3.P7V1E9BYX;6SMO5ES8SF2
M)OK>OR)OSNM%)O.EK*O'8LNJN|!A*"K9YYD#L"A8*=\$1P%49\$; ^NO@HI64 M#G5PJ|"SK,J46A@"_SS
|@|'_|C_#O|X2M.9Z|)^*|_BI_XCS @.\$WR M:'SRUQ|_?0+|S_ ^S_XMW_|H^L?
_S... 'UY.TOD9CN< O)@BS#'|_V|MH M OF'^6?|X3|GTH|&7^&'#Z+O |X>3|_H>?? |HH|^B..3W^;
M3\$| ^EIRKGI|>? G'U|3IN??YWM?BT""|O/CKO4=GHTT?L>*G_/VS='Z3.> M 1N-
9W.8AL;|/|O B'5|&8GY= |C_.1G^9+?|HFTF"^8*>Z?PP|9/U)_8
M^F.L.HH)R93XZ8|9 O\$ _NV"Y:2@VF:3D|Q(Y8?5M ^ ^O'U:;2C|?SG/#K| M>?69G^TE! OGC#_1@7 ^N-
L=;/E%-> ^SS%LA7|>LH5E*EP_D=|VL^|_7TF M(-T'T'1.W%<5;PAQDU/|X_YXEDL8X'STWE#Q+>?W13OY
Q&+05|Z|-\$T"X> MQ_|P+.*T)=1KS|V">(5J*03H_&H+C-OZ;?58RNJEJ#Q MCSF.;RX7G/7(IY-
T|4.G=;F;7|!S"A%/|/|/T^Q\$X OQQ?#\$\$%1|3=_CD&7 M8JOP+*\$P3*LHF'?
U2^;%)V|+S^DVNL.UMA28Q06_JR%^KE+|&4_GL_5O%G)= MR'0|B|J4|&|SK\$|13/-92I50",IF
YN1"9+&4R(P'#EX|JXT:DX+!-?GK)TVB#*=G#7E(9J|7.P?G4 =W| +^G-|&TA#PK?;Y=TM^H-N&-

M!+P_JE-P.4MD;&6NX!P+J!3C(FGE@A/"ZZ?'^C6K!%(WT&N#LK MY4D+\$=WFBO?
BZL5GF,YQND+BG>!%T!#<(NDA\," OJUPE"H%7"ZR\$UG7'OOD
MV7JXD%J_6HP>C8:P^G1'+|BGDS)S_J*X_.U)H'U'@+9""PBT Q)DX)#R|S7
MPNJ0+4VZ\$W|WC_/D"6THQML,R|X.T4<|K6|E|U*Z;Y^F,)Y|JM*=?|V|2^+MC4.|'+D.CBE4) %!-J(W)
(M,CD0-86/4OK&SU|W=\$S:A|Z9B8*5901Y=\$.UB M63|021|/#O!Z:OSO4I(?
P&^X6=R"CM5*21-F8U|,NEBE1L>D)G@W):Y>X#*T# M+/M2ARUV|^-KPRXR'T
+WDW&TRN@5MN1L>R=&P)C*IK\$54(N5N MX;0'OOD'PG9/P0ZRR"^LUU|HYB\FX_F4EK7_',T_OSB?
S2=G.'T69X0?'=/'< M I(S27JHR-%46C*(K\$H8@9/EK.6ICG_G.#M7RD:1|'^H&"01>%F*_^2*?G M-
0WBV6R&|/_|'"2XXKIJ-S@++71%RDZ8S+^C5(7EHKH4.*K;"SO#?(QE90*#M=U.KWGP-L|B|)T|
YH3IU1|?R"|"#V84@//>,%::*A\$P\$Q,K LF1#OJ- MCHT5:2N8|_@M!'S,*'2%:1C'DV.*@N&*0'37
H&2FLE,0G(-NA@^ZQW|5C M|T|=(UG?#@_1%"M*5L%-|^FE|459"J2\$U+T\$QC:KS(ZQC*
(6R0M/Z47PG MWFX ^R#(ZRFRAM&?I2|5I? TYCR/R4D5GB,Y'-)P.D|9M\$)8)OPH=*\$5IEN
M_|-&YQ|\$DPU\$=YM-U3;\$OY|M,=%BI=,&0.\$):DL;|CL;+X(4IO'-R.&G7W M\$?!;1L|WJ95|
|6_ H9CFNSILW%^E@GAJ\$YT/OIZN0MD3^M|(+|=1@&0.%'F1 MOGB6#)K"(UH9H;|/=^
^DIZX/0TC^MF*80HKQ\$K|,8T6Z<|/SB;3^>B_E|3 MWI2F6+1_A_-
CIXQ54CBF@C(D@JQ8U*4&F,AVM\$+Y*\$1C!>D(I5-490@F;BN, M|LPGV|,HJG6-
V^>NS+S":5L^BVB4GM,YADKE"8%89DH TF@70(A N 7,10
MG&L>Y|D:T:&H|T.YW|8*UWM_(<@FA>WCZH.GE+7|13A M=/?F"^MU9 XIJ'%.Z!=&AZ MT9*!7:-
A.YNE<"Q-DGP(B/3Q11:Q|A(=5D=P+JP&H12^L*.,@AWG"<7|JVS^;S MZ2B>S^N|B4|34L-
ZT90\$=+I0Q*5|,|+>|/ MMG|S=P7YY|5D6% H&6|JN 3|60D:R7_)SX|@23)0YL&0RY|0\$"C"M,XVO-3@L
M_G<2YP#'3;|@.B95FWW Z=%GF%YN8 (TDU0+T>GYW|,O|:4G-4D9A:|+6T=|Z):HAY<<-*C
M@M;AY2U0#I3|APBZ=5+A34P+/-7E;.%:K 9U?G;<3.B<32#.QWJ|-B05A)3FH M.H+OSJN\$WI<%Y-
G|WDM M|0%BO'2R7*7-132*M1U'(@Y&6!;)U14Y9X.Y*-D|AK@3PAVIS'<3_9%T #|
MR!;PJU7N%N9CF|E5&3C+1M*VEU)@/EI/<#%RE45".T| CQSZ-134C:NC?| M^|W!\$A+|&- "TD>S2?
IM|^34QIY|NJ?YZ/YM^O ^A65W/#T(OM,WC>9X8I-M-C%YN|-87E6-1BHF% M251URRS O"
(CW-|0&M#1G|K|)4*(.:9J7LGZQ:9(|G@FQ|JR|-DEEE9HO#M4 MA7L*Z.Q;\$W81|)@-|
(&W0%|5>|/#!K"D)/H&R#CNA:%PX+,1)&!)D|_6M_ MNCK^ (X2Z^E-R|3SH?(ML,EY8TRM
0AI7DVUH4KX:100\$ _EE^ ">3E@ (=X.U|EO-"=G#Z 4;Y|?@%?|G-X70%SBCR7A5Y MR"*KFIM% M':?
K19W"F9=1,^6#S+\$H)7QK?_|N/(>PJ3>3|R Y|&F*...7N/SOZ_'M-E' M O|+9/H|3/Q)*.U&"|8U|6*I60W-
MLF22|-B63D/S;YLGQ.T|+HZ_ ^D2. MAJ1D #/Q=N |)?3T/E@F%\$JF@T(6HI?;6R%=RO2_T#KH|1/'_9"VU
42^9 M#|",W)XJB6-9>.U#K1% @N^2H:W_.,|@)W|+/_7^6R^."3Z--EBD2|>K-H).5<#
,>S16V+CTB3GHWF MN*JN_P&GHTG^B&ERLJ3Y'W|ZCL=H==*2%Y8+5|4H?JE7VBUSV;=,&|L.MO6Z
M_-2<#ENOORN-&,#07TCN|6QVCOGE^;2^K0N8R|WC(|V2TU%:)|2QYY5;|/# M^?
M"DBTXFI_39XZ#=U)YY\$SZ6L5%2LL|D\$4#'(7VUEDGVK?/ZPGZL'5VOYP.
M<)>UBRP06+TPG_*GZQSG69K6NPF*27#\$K|8E0QN@|0%VA;|U?VQ?RG5,EA&!W@ M8L;T7@R71@U2T-
E+;:4_AEK816+90;:6&;9?WI52/9=\$EH4S,AE!:#15:1 M\$;X\$3GZ,LHXSK,K1PG'PDO#BZG5LU,M
MMA(U|DFFSFAZQ&C==#::=J\$X| U|+?D|AWL0B8X|0F\$*&=Q1:4|SHB|A>V#9E>#8G(#%-&X#|:C
MY1H/H@ZW#9ZFM R1=KAU|O2 |8E|X@#929W@/VJ.CUY>205HD4|
M"DY>G=%8F.8U4Y>;4IU_9YUSEF3>=O>A5>>>O.;007-VH-U#Z /,(8S^&.5
MM).4PQR#K'7+@9R-.E.A+\$.I%8)S.=R|%+7E2O>UQSY"HEMKJ4^B*QAE|H"
MR: ^G|VF%|CKABU.8S<2+%;B@<4V|Q)SSY!K*9DO0)HI"(9#=1U'Z,3CMA% MC-(F@FS|AZ=?
YE>4;2@LN1(4PKUGJ^&9;EIG&1%&H/<*G&K7N<63J|_||"8 M|'^TUG4T5NO\$A4X|6|>,|<1BA&+9U_J
)4D&@)|FAE86AUJE;B_GE@%C.\$6 M8FR8@Y|Q=|P&3^#TU7@^6K4,|S|&;15;J=IFX@R-
|B5Y|4+V>UF'YW"+3S,,DK/ST| ^PS-/ZQW|H4|) RN9;|B M%*TZ4 *S)DKOK Z1VTX;: 4L1&F%|9B|_-#
G(EN\$\$_ M7;|H?3\$>Y|Z^5^(&G45|S9M"D)=P|H|WJ;=;9K&NR7U=647)A|1A\$E> ^WJCM'Z
M6IN)*|FBT|3'.Y%#X."#=T_6A&E-TP.-FEUDW#IB^_|W|: *VJ';?GM?;H2M(MJ)*L-R=8\$19HL|(@0H&-
FE%?Y#.=^000?GYAT%Q |D-|V9_@.FO%F' MCL%;E#E;5@-53"N960@:6?_|W%+!|TRN|H?4|KC&O=D\$
M6;PEL|^C+Q_(TJ KN(-1 MD6%IV;J^MTU#K;659Q-RH'%60;|2-X|&)^-1&;4JKY0FY^/Q&G=Y"N=3VOM
ME47|_#Y9JHV&;L\$.H@86E6QO<<F5VJLV@ZZ7|WTP@I640I0N
M%OIFL&S/^|'"URWG=,M(RV&0|RN|96@4|=TR*?Z@F|U"-N*1WWPV6|WH5L
M;U5RAJ&7|7FOS>AX|*S7WAX_)E4B"919M.2/(63FD_#.)!=5|\$+|G02G9D@DK3.Y&O3FQ3K6A%X'DS&QZ
|L-5C/@C.>YJQBYL+I5+IE6'89|3#8;B|7UB_T M<_AV;.>OF">U@;=E7)\$CC2QE05=
<^VK6C&VO2B\$+RH(QJBC1,4-ZRP""06|+MZ;6.RBY""5=.X&4!>I J.^83;2LZ)+@Z
U,TA_14FZ'+JE_FQZ^@%:_VTD M.32UZZX0'2|MMN<|DOP8EGHC|N|BLX?X6B_#6Z|9:6CW)X4-
JLC:YC2224 O M1Y)*"6Y|J6:4;5|K>8T_LC=|>I#4+DNMZWJ46#"CJ6(MEQVNIZM,M"H% M|9-#?M-
GNHN^O9=%;R;C6YPI| \$ #G'U=5<1QWAB#/_E1."D|>F.*TE|'F M+@M+);2*<\$ZT;H" T#C_+993*:Z5O
M|G,94-OL#_ERN9_@IY@":|=3|)8|VH>|L_S|2\$O" M.D#;30P<_+6PM|\$+(I5;Q|);L2
0.IVJWW.F<#'|XP"3 B.TBSX0\$)=D33P63*7(-MG54|<@;.'=MT/U&|1|L|DD+F36^S_D6_K@Q' BZ-)@ (K
M BF;@29-1CO M=.1"W2QF|C#RK@|Z|,E|L,R:7W2XGM3|HA8GS|F+YG|E9+2#N2A3|9IH=
M>|J""A@ (O2|O:L5?2/-C'|JB)(Y4O-;EHQ+Y-AV04I@=3;0*?TO1T|I?M1'8R6-M#3\$ (4KV|/-
+64;%CG7/THK;57-22+YHF+6CFTD;NM0NDUZF;*VY&
W"C@7H=Z=FO\$2Y6)M&A+1,=L=+6|B@L*JC=))6L+9-YB*WC MS?=-A=JWSS0,B((-
BA,JFKF<&T|4LNGQEBPMGO-21:9,0YW^>H.8/L*LK?4 MB^T1|E8,|9X_6ZI+0N>D2L,FLP?DA!-
Q|C((CG?3&|M8Z/I?ZJUO:D=S>,' MY)LO/QF\$@0|D.O.)LQ;O|M*L;2?M Q?7|X'Z%2RP-DV?K.TKOG?|H
MA(("/%I4< ^6 ::B%<+A\$!|@%K7JG(H72C|/*9?Q8^'RC%YF63Q^30
MF>)"9(JFP;1|@&@B8<684*Q%\$+|3|>>.3LJ#>|?O8;TB_?W=;JH&T\$|I?1 M'YAEQ;:)06L;:
|P.TOHU5ZZ<&PC#6PH|1|/-(D/N>)"5."|/-Z.5INHA M:%G/A0QM?
5FQZ))E)0=:=K607+7.WG^"&:V|Z,B#,UTWH>)|";EU:91F/4^T M|EH&CJ:D=:098H|>4_|?+
(AJM8=VP^Aj>5.ZO" IL:|T/)(0F|0/Q74N> MU#Z@-

>%#>'DD%:j5*+,EIQRM(KO,U'X%T=;;;7HPK6496_W5896G09-+8?6 MG%WH:.UIO_WZ{OW'EZ}|?O'_Y?
X^_7OW?=2 GYJ1RK'42LB6/T3@6@DRL8 H8 M
*7I6%MjX^_HT2\$A(P:2K"UK\$P0K2H\$_U^2E)=X;&AY%R/R*6(@? (SV@G
MY8QF%:R+L.#0I0+ZAH>?:AT/DQX6_/W>G)9.RV\KY?4U|>"C'582TUP4B;"A,A|D9G%
M7&0QR8!;*3/W\$'IC@-EM8!8;U-K&C0B>7>=>G|^7P"_K??WF+VGG8!Q|A<M<|IF@'&!<55EG5W"-
W6WHV//S!>^XOP-JFV:_G_>S0>GYR03Z-+T 6MT_7D
M#):G#YX'SY2J71|5TNC3#H>>_A!\$OIP|=VFTS6@|VCTV_EZ+ZC5^0#!7>;1=^"12"M&OW7/_^Y;H1:E//
M-?/&UQ)OQ3%PP&END4M5H@*Q2^O9&X|_3#Y|B/_VJ:&G950W|U?C?#ZMUR|6 M:A82AY
RXP;JVN|JL3|DJS6O5'6=+7;_HMKX^_CM;+(-T08^D;_GO_ZYG^| M>/_KQVDQ=|9S4(4|TIQ0+RQ%
652S02A)A!SZO M?P@^7RX^#;PV2|H5">"Y29_L1^|F<#XV*)2XBL<\$%ZF4I= M9U)DHDY?
D0&/MFNLZ<;C#XS>?J+;P&2_%=88Z^C*:CM5|9H)-3CH (LMEU
MM(NT^_!B\$H+X|WN=O+>^!)!9C+|%MH+|%?2&FY51P|>_W7U|=K?<*6Y/A M8U!;_EVK5%M!|%NBA-
DEV/_&X_<#H|W_#93V"RLM\$;T>9_Q2|V@O M?2|\$_?/B|_3|U9_"D(DDO;)_M8*0 YZVSES1JC
MVQC=|A#X|2W"#>PVCNP5)VHJR_784NO-<3\$;RL>D\$QS3|AJK"NZF&A+U|*G MSJ;NM2!QKY)2!7-2YS-
1^_OZZ0H;JRMJE;+QM+J+VBA|(L;I3H6 MD4*0=I?
#F6L/T@R'RZ^#7SV#@O1ZO_IX^N7KIY=^%"H4\$;'6:D-DG3!Q\$#G
MQ%)VUIE8VPMV_VDW//SP^_PEO@U|@L_K6-5YU>|HF2Y5XD;V LX3(2(GF\$6;
M&+;BAJ*!_!SFN#MIO|>H_T\$N(2%H&B#|!^O7|U|L7:0H.H>\$PQLEQHDEKG MS'RVGC;:G*TPM
V8;H|*|J?I"\$EQ|&_CL%QE:U0RG>2Z->WWV93KYNERZ
MO5\$2BS_|_3|J9S8ZSM_*2|U1/7"TM|8S3MA)AG52!'<(J358N38ZP|CVN&+XH4""%2)+'(=R6|_
M*1@0H>MEHVT'C'_S%|>38^B+9WT@J;|AP>3^ND;=;XXCD'%MT;(BA*J5\$F7M M_ ^69S3KYE
%U#)VHW?S|PR*V@OP;7B);SYBL5AA-%T9'>3.9G|P9?5T7|_HT M>8X01|OM>30^W*L1 QHR/6!5-
-8N"2KA#Q8)DD3\$4*X?03=OV|X5W_'HRG#_MTM+ZOMJS_+7N1:M_-+|_IDN=_G^39H>S|6MD0|P|G/FK
Y%1E8DYFR21A5_M0#G?|9+/_0;=#/W-I=KZ2MME^_/7XW?X>SP?G>;1^&3V>KS8M|BUM86K0!K)
M?)*Q-JVC:6MI&#HR0;+W>9N:2GW#G58K+>5;_-+<%OQW_ MF576DS'DHM+=;FY
M_MAE*4P12G0I&6:UH-DI_-68H3VNI|@D\$^RMVC*_9|?7>K0M.+ZY(?25ZJ:X
M|6/4FZUN#JU;9W4^%T4+HT'\$5#@+N>YE"B1Y-ZB9/4A.W/V#TJT\$/<^U.&IWS!0\$NC
M2W%Q#A:9CR*R\$&SBUAG_MVO.6=D@&|0DRE<:TWP*Q?|_A!3LW"|7W\$FW##(15J&/GWR\$.7|
MZ6B2%QH-Y"/@|88%\$PF2TJ314M?+D@Z%B\$67CM61-C_J>_AK437N@KH;4@K
MA>T":O;_WIG7Q|B9F_-%P-Z|A-AP;X;G"W26P.<)2|K2R:>F0|6L&*TY%E: MC'(_O:4AASK#!-AZ9ZWU0#
|5RB"?ET:B!!U1D=I&\$6B"UM;N+XQB MV:"102F%T.WVTXT"|1>VD=8K;-GKF!9Z687-#OMGK>&>
(1MLY?(MW#70UZM MU|7;J+Q)9E"@%069&;77J(8#"/:(X^%0|=#=TJ|WQ-Y=6^_Y.TBIM;DK:>T M7KY-
|B4+P4RNA0*P>_9KFWF1(5NOR;N^V55F"V/7G|OG+:^GB"=MY-Z>UM!
M>7Y1%587!;&6@:WM|!TD|BDJHK3B;3A)6MBM><3UYSYYJAXBGX">JG4;7NF\$ M|
<%HEH6F>26=6.C;_U\$^0@G6*+736|7WAL8#4?40^;1VX%=0UE?6H@_<9558 M!\$534AYH2A 9:N_(6-
9.N&X)/->?^~2I>HA|&J)FTW@Q49<5*V5'!(SHMA5 M*#B"9B+0_W(VUKC68=+;*)ZZ2H!
(O@TSKS@=G:XWN@FN@(!)ME!|GD*PO M9W>J0\$^!#W!0LA6?
0@2KM&;&2UL3BCCSB?:3\$\$/0*5JOG^G2BG#/0=F^|&_7 M;_8NS^M|?9_2M:&G;WU=9M)MK4#=
7B|/H#*|G\$?C=U;_B5V9R0HX48LY^=K|1*GJ M#CCF.9E"6:D2G_|10,<"KCU0)BB#;O"
<&O'T>@/TN^;KGU(X(3+;8H2;-C M8-YRPS*(DG9K>='=BS=/Y0>W+|_=_;|D;DV?JX*)4^(TX
H|V>TDZYPTM+I9S2|Z?=-!S4'@?0;(-K|N3A?&)__Y&;E
MQ60Q_53E+GR:96UN|YK\$+1VF%DO0&:\$K|FZF#@35A=45J+H>_C5;_A#H+^| M7%M?<+W6|W#3KL-
1)%D<@8LBDQ49+8M*!;|(5|AHDC#0C?3|1CH\$OIM<_L_ MUF&|FD6A98Y*_E>SZ'4M|QE*)H|_T2|U>B-
=|X<|X|W*+PWENP&|A|<+M_ MY|?KBJ_O2|VY/?_V%N>?)_FR2L/MWR)6T2Q.'40T_0WM306S(>"2'
SC@-A M11_3_K MW|JH0Z%&N< MPL"RDXX6L;(1:""0P\$W)*01'XCN7ZNX^Y|E-
4VWN|DWEW'#L^>_Z^>_CW%:_M&Z M5)WA(|6;W|H|T(.(373VD&+C;?
TF)&X;5XF3IQ;U;4HH'?_FNL|^G1\$0+|0|/@#CQ5'Q|MD;J^; ?UEW;4GEE*B M|FEA2I(V'4<3-4DPE|8D;
(OHMM;7I?1|KO=|N)B;J0@|^!B@<'V/>0'3Z3?" M^>QL'VN02G*H4;I_VNQHPP^BYH|;'F10IMZ4&30-
|SJ>QPX801F@S%4/ MB0^@#;^_X8Q4=/3?RQ(Z|*_K_|X0BLA|L7H2-6^S+4;M\$AU1Q4;IF;(HNR
MR3G5.BWW;D2'H1\$-I3Y0);UN<6QU8_@72W14Y|IGFO9'N|A3)HA8X%03?6 M@*OC'P;?#Y;H
TPKF)Y<3Z=TB2/_VW0/%KR|@18FEOM|65;8IA3Q|R;./^;
M;X|Q>%P_1+X#7+RZ"NG=9)Q6J\$C7A*W|J*7SBI).F844/>-6"AT002^MRW-N M1G)XQ#|0RH-?P;I_->
H3E_R|YPF^@.A.PP=&8B-;|K;_Y*7WA*5X F*"6A5|SI*H|B\$_E-M)JE3L;K M<)Q;U^G\$<
>UZ0SN;+1F&"X:A0G60-^_QL;+16|_T0GW^K;^_EQ>_E1XYK
M4DPR1C)5=5P'A0RTU42|X9|R!:=|8R5Z;-C#4*K|<+4UCI%M;?:KK<5FER=K MUW|=HUC|+H|O4;|P=-
I5-#|36W;LASG)<|2=-1E-8F5W@F=N=)%_)U=J)FL MI'?9|R;BR
Y51#+GUL;CW9|ZF|@:_|!|@9""*@A&N4!ER&"W2 MOE;NH*620_7^(G@>42;1O/KS%BR/=-;9C.M;_M1_YD-
\$SS;@6ITK=\$\$V5&'X MK;@>J3A|\$_8ZJ\$0/T>|7.82NL0%.R|JH0?N";_#%20%2VECMC;V=JVK13W
M%8O?LTH(O\$A|K_->/_RZ;T0|2T/_^)'K>^)B"02R|T\$ZXV6>?U4 BL;M> MV9AT2;'VW1;AWF\$^O"-
R+AUWZJ))(&IWM8=UR/@_ ^|C%>_.84HK2/7 M7_@%"K5G8"UGBAY2(K|9;-=&\$ZQ>_TW.8?KN"
M39A4E"/+|DPD1FD2"9R#"RJDF6D#X;8G>_!|CH_9E M.CJE;?TZJ4-
9|2YR)H2L%16<(DN6EIU\$;POZD<@G|WY|JZ1#H?K9O(6?3%PN_Y2;4|EQ&^=BA4+')(+*"|R(N1;L5*_|T
MW_'0WE;R0U2S6!5.P|X?O/FO5N@14C9|=5=9R;_(!@MF&GJUM9C?_VXYU;D M7&_U^AW?|XT#^0|?
K;0Y1\$F+U46^T MU|CE*4CG=\$VLK7>@G<^|6P^_#0|_#%|I2J|UEN8H%H+|+)^?C
MO)C|3ZN%1;UIP90=.;Q;_HADM(FL6:<%*\$#MXG00K6;_F^8Y##H+65%#?0
MVSOG_"5.1UJA/OJ*EUE;'T>SWY;-F#_Z0.68D)+/>|M'/(9V|"+Y;3B M;O;|_"_BRMF02(?
(N|+H#HXL;|28L588|QT;C9/3=P(Y#&2A%MQ-6DMZ_\$N MKE|_A7TS@C@Z'S| M8QT&VT;
(MG7&Q49X|W|^K*KW.)GGR75UM;2;ALU@_"_!MM*^&_/(9@FT8X=(YW M%>(_WL!&7.LKM%
(HX8L;M()VM@@...#|LS*\$%X|HJ;WT_-|JAJ\$-SR0|P M>7FSME|>KXV)+(XB(BM%U

!5!"RX!\$S)+ "3\$%%SSZX?W0/H3Z,8#Y3_>;E MU*^"?#F:I5L:I9JKQR(C;5 ^,H>UO J'R\$
Z0L>3XEBX%Z6U07@WHL-2CH;2 M'^. \Q6/" +Y<16*.T9GH(FURTFE1E58R;RUM=Y&36Z.MX"4U5HNM8
Y+(JK(M?&O^1JMKHYOB)C,8YUJ@-/T'G)IC6Y+1^71Q6>SB'N:D;/QG/:Z7#@&CQ374
MP<73Z+KJY8"S"VB7VIPM1.G)2R'E/1.UY9G@O8K+ F\$55+\$FZ?I#=_U#8!Z M&T3K)\ZN#/,
<3NL22/09_8SX9C4_HY1^=C. RG,&B M1(6J,&_JS6Z1',5)9--1Y1)6+SX-EPLIG71=EVVG?
+1/H^FY>;MG>&>56 M9'C*HL@"->2J+%H:0@G(1;:@(_DP+,_ P2GB)Z(RNQQ"[D+=OD^7NF#[UR'D
MSBSN^Q!B8,1IJNZC(?%+ DD@'E) (M'5M/WSW.H=#;4)K-3Y#.#?
3H=_BRGN|ZSID\$|P3R:I='@J0!09*."2"IOA>7 MG+!/"=."IX_(AMK_T!C@XVIR@D-"#R1P86\$!;CM.6>:TCT-I
MDQ+:"=@#Y. @&@ (MOKI# M%.@VG/V;20,2N4UE>K(P1(+1FAR!0W <&1P."N-K*VFD\$%.M;K#CA_-
@5Y" N#W)I9=Q*HDN!B121?/=+"9AT8I'23Y.T!AAFP2-I+8^1 M=:K\$;13 LJ);TC1 P.4ZHA|U2+
M9B0,OLYL1(I)6UH+\$W. \)7H_ZJTR(.#9%TQ6_@32.GGCL=3D'C-W_UJRB^SW
MXDF=#N^*3X.4%M3<.\QZBIR&1#NO-P;
MG\UF.)|= @Q/@@XDL1TWZ*S2Y9.\$BXUE)ER%E/6!NQ!+ #8T9J6R<%H+OH'RO-M;X>,<#%#
IS4WY(*7.C.;6NP/D)D<.,?)B.31?T3<".4SF'RKIK>OW(Z;5 SJ> MTK^NK7#_1N)\YG-)N-'3;#?
&=#>4^W|B:Q1TOT%LN4RI&RIBUA6C?*.M:3J|SBIWR0IB^.*I%HO804>6(PL\$DKCD9.*IOH?D'RR2?
U\YYV|_ \$2P"Z: M|20N=2-SRIC&&I.H//D7D= U.Y@@PEFVQ:1|I_9)<=F*972X!|!\$+=OK. | MNV#|UR6
G5G<)\NLTHQ.)#(9+;U(W/RC+QUQ7A)Q5OZ#K*YSWUY>IGC.Q&R M0^X+M(<(-;Q:HS3DV!?
+3V:K|4P+K76"X9T!=F.2DU67E ZITE|R&0D1>+1 M%:9UWL:=@ Y)IH+?
F^%" +401NM2|R^M9+I6OX||5.*"1!%MJEY79JGD'|>
M1POZ"WJ0RP>W3FP"8DDV)%)84VCJ_Q:"HP#.CHO&Q6>^14+PISA&|^1^1H
M<,79>##4!>& CM%WXC'W |*D/XQ^@N90"/G QJ16MK2DAKHL@.;YUP+@ "S M'G;=^9Z/T0?
6DEUD/T0ZZ...0C6>BDE0R_J<9.S+* US(IB\$@2L=|/1)4 M:\ZZ787:1>#. "BW3X;>7SD9FAU|SF-
*.C.+OC."(%^1FL>.#&5MBPTQZ-9& MZ3V0'C'YI)%#^RW9&01D?Q.16C"V>)!<>.EB6-
S|U00P:.*!10AKL,@ P17; MMX#Z,RM46\VE"VP\NH_P'3^|=4QC-.3NF9LV=GBZPFJ-*.X^P#?*M.P'QR
MY?,CD).5T&.:@%J2_
XB@T2G_%F27ZIJY|I.00JE/(K<.63'.YCS3F=0,K1..03N\$EQOG2D=&UQKZ)M0HW6:UD4=9K
M!=5TY;:0)H&R8U_B34|_K*C1'@B=M!1LZU.DFX#6QYX=(&T. '7D_#%.DALQ
M?/<2W)V:U5+XH+YB2/M66?()6O_J==UQ%1:39:GTJ|GHEJC+_@C=16JM
MB7Q6"MG T%=6+R1G|ABPOLJCG9,%?E\$'Q5B1IF\$>0!\$XJ%I1.#'TN%FV)P>=. ME-
XWTOYBQ6X/X.P9YXMRV\$M| (=)-9U" +14H\$.AR2A1H/KD>27# OG6'%
M2IHJ2:&8UCTBME\$Y?|.K*1L#G,IMP K5NS=LIV4"G<=M1/;481/@#&)D?
IO@%10G5'UJH\5Z80A^_AFG*P5> M'B.N:V7K+(-/G'GNR/_B&AEPVCQI)%;^4%K1T>|!&A
Y9<37|5M#=#&")Z! M3<%R'B1/S=O@WD+Q"(U.&_1SB_)>PAT@3;_GK>LCIMRT-
PA"!0ENPA\DN'\$+6=:(RU|C'9,6;M/2.93|BPIJY5#8|O-!DI/1AWN12H>3QMV MD?G
6K#:"KWT1F7RBZVJQGIZM+.,<"4H:8>|G|8NM%FL("S*HP&B?T"TWL_7.EJCU MO4,|+K?-E@'D.L
EN4B|G;E|&05#CN&6\$SMU1(-XA?XMBC(<=U:K@|6<50932SU M5"W2BV
L9S\$;S6S"D\$@LFL;\$YJ|;M@.2D\&(63P4XYU+'UQ^2FM5%L%\$.0M M(3-))S*(4#;?M&1!#!>%H+
<7F7N0W5@RM*4A 'BUMN6/2DBZ:=03"(.IL%Z MVE=%9EF)XJ2\$SM| "A|VE|G3K;><%P^T|?
C,IF>+4^X|KCD=M)|2EI?|4@05;K.OXYKK"16D8ID_U:ZR'4E G'P*!@
M4&34\$E)4JG6EJ|=1A6T7S6ESA6T7BA|H"MN|B8&|+&?G-KNR#|LR=>|1>|R3;AXA^O\H1)2D|
MH6!6:EMCJH8%1SX/6,DUUGM\$V'K3>B|)KUP/IQ'X2?IS\$;Z&|Z|B|00FHE M W"%9>&|
<1X#EG|E7N_Z<,3KW|KS4F,'2=TF7XG;KKK4F2Y8&|AL1B\H8!AD)J|=*M&|=;R-
TRP=X2OR04\$S&0Y1'"#T=91Q MG&?'15AELJ*1J|&HH=ZE,44Q%D)\$S\$;XYF7O+P8_ \$*+|"75/= ?IH?
3D;S>= MZ6KA4AUD<|QHQ6E|/'0H5J<6S299J.CB^4E|SM EUJF=,C&"J:7|@ M,9"^^8,F|^%
B|;7S;>"Z;5%7'G@LQOB7KHE6=HDU-M9TL|&5CG M0E\$12Q\$|17WC;204X4V|!;
(YH*|;&/#6;3^?1G;9^I" X>1D"E|^UPUP M800|)W4""ZSF-M1D>|>|U02HB>ZRA#IQLL;H5L:>?
+A7^3@#|JND'X'72 M6LX-G8,%J*7^7(6TL|!|@-KE(. ^)=@&9+|N?D.B)D->6|J0'.4BUXBXR Y
M&48F+";.*|N*5U:B49VR0KXQZK?\$ O:_"|",3KS^OGKAD>/7#)<&7X^W/PV@H^\$DO MJ0W@"SX_GY\$-
_Y01-A5-RX8|M\$?-R)69+KOW5#^IX'2*61Q;4+D ^4>|;-JJ M0#H6BC')PY1R'2.T-W/ZW;
MW^/LJTL.#@GK6-\$-1&OGDJ=5D/F?2FCA&10 M9GCM|QIP.IKD8YDR>)5J"HH@O/C-
X7^C\$+;WG2091NOL.@SYUA1A4R\$/< M7B:E17S_9:&GXY,%S(I8!;?^Z1-.SXXQIF)#
%9|L TOYL!"X)X99SB/ @) MZ|HHW9 | =7T9D(MRT'< ZE=PO/& M@2X");JN5SXZYASM:|HD17H-P#"
|HHS.NGT%A(I0IA5^;*D.VW.:V|P/80C MW_1^QNG1|^C+PN|.)DA1=&"\$.U8)(0M1".8*QIBM0|"+CG?
\$X*X-NCCIQ(U M9'320K*-(TX70%8>>1*U3AM|14T;I^?
GL_7PO>)Z|^.%3Q*VCE6TFERR/1%QMI>S\$1>+ZKK, ZIDN/7KZ8|WE.|EA
MP\$/<4_O*M.&+7J\$|L4.R#W!UP=-A2|^?YZJCIW4E|BW_24'8-%^L> (/N'Y7%/I
IX'#+YCD8A.N(K/7>^>GS:'JMGA!7\$DA. MD(N9 X')@@"XP*5W.1HM0BETWYY|GIVR/I"7C22CH-
16ZZW^\$| A;H!->;M+?PO.CL_6WL|BBO#HV>^WG344&|D<@A,9IZRD2J2 M5|RN6N#|M=|?
+ #8)RUDUGA3?\$NBN@3"%3?;&L&"@UI%DR?F+0I6T);LO%:F
MVZW>^|B|N@3).|.ANX5.@1-5(=F6L18&)% "T|K#;FDR?@J%4.WG*96A_L
M/Z4:U>UMI(\$YVD|5ZBZ(-E65^D\W5^1^1""WT|5:F^=EL5K)IU%ID-9E%ZY
M3\$9K(08!^N:U_B>C#NVJ4C?6AEUDOMPBOP&SC)^E?
YZ/9J.+*C>8ZJ5FSIGCL28\1C/PO"5Q.X%JL;5|MDJ>1K*.1B"&.6C%QR1%.6^NF*/HB>|
MB'X|^ODJ|&|L.VI>S//JSW0>;|R5KGG|9F;75B\$.D|U.\$HBUJDF|E? M|JH06X9ZA)@;;G9;%>T\$.P
QL7FK.B+%(P/M|GC> XG>&R"B5IX4GPO"M.B M&A:%4RQ(#0D|;BF4_Y0|IS9#>#VKS-
#9L.P|GCWG^|D@#^>EF /1_ "9% M6D4H|\$!OE03FN0_.E5(@ "VG\1%OO&U ?%AJMD?
V|K|G;L LOU+7GW ECM8P M5: ^2:OK*?"WN#|K2+ZJ5VJ0&B\$.T1R6SC22^A!-U;M0#Y-WH|&DRG-
^.@S M3"9_7QV;\$QX#FP;&6NF2R6@SZL(/DVJXD|&S"R\$M^X<<)Z.!
MJY19UF"6">QHYRU.;F!@|+6=AI>#"SF.&&??0E+O?-?OI MN\56>W-

ZQQE)3%9+5H2IQ1!KR4+4D4EZ=;R5/O/E)RU*U(U-T)Z# TJ+WL;RN& M'= D5M)+C;RNAJ2MZ@\$
W(1F4LJAF"VGHSH4W3>*VEZ2/SN,,WE.3W_U MM=+3XW+TMD>UN!3="6:CRJ WQKH
5(HTML86#+.T68L:/D2C-:S>B_(95HMFH%WH*EJ_7GZJ=O;F_! MZT9S7!\$^!O7E;1.A?
!8(YGLH:&@!KLT\$23C*>!8,U DY[KW6Q<76Z59;H#S: MZ6EOBN_1F8>(>H!(T098ZW2!#L
&.B+= "NIQCD;4">_.O20^UX5HP04O!H% M2*_H+8A>,8JDXEM0(-
!\$6!6WGUJ"G/\$>A^!6\$7<0^O!ZN#N90!E;E%\$ C M>7E@6(0Z5?
3%N>13UJW/NS8"V\!#U8BHN^E_@)2'K;.[N%T5HM+?L#I(GOY MG&/!J+5C)0.IN!6%#@0#/
0L,"7DS4!2!D:TZ,K0QKH!%;M2K"%OUS!NGZ) M;./ ^+?_ 'U!+ P04 " 5B&Q9C2.O>EO\$ Z90<%0 '!A;FPM,C
R M-# Y.S!?:&%B+GAM;-2!>Y/<.) (G^/!"ESOVEY564+%;!T@"O3.SEGK5Z";U M,\$G5O6-
E9V% X9G(K,B*'\$9\$ES:=?@ (QW!\$D_!*\$D^VYWJ5"9)= _^!HG_ ' /! M_ /;XQP!RVI5+A?_!H?X1?
07(!=!Q;R'^R_!UW_ZIW_ ^OR#!
M7R!_WX'72!YYE(LU>%5)NI8"_%FN"!#Z08*_+ZL_RF<*/LWI6BVK1PC_M;JM MU?
+I>U7>/ZQ!\$B5H=JGNKJ5?69*E"E\$%*G/_ M5!;C*">"PX@P?5FA_ O++GW_ ^>
(J^8OEM7!+TD4L_ LKO!+!O)O%!2_F=97QX207^J_ MIB! =E=,\$IO&+;ROQEW_DP
;.*KE7"Z6"IC_>WSNU;2Y!=SQ2!+>6_> MI2=9E4OQ94VK!1UE/!J7XE! HGV9/= #&?
O=S,_BPK\$3)/Y0+>7?WZHM!6LM!)JLD M2O/W!4!S4@B<9D4*,TP%1 F)O?'&1?M^AP)5?
+3<6;U4!S85;_ ^AK%_-2R A@=@F "_BQNPYP;81O!YEP/W M(3"<3X_ /#@HX/>&B_!O-
#IBZW_5KL_T*)V0GN836O(3;G/C;BVKO!;L4LKWH/HIHI?^%*!A4IK>/OJFKYZ"G7 M>NGY!30(!;L_<
O0=LM+!P!41+! 8+T!E5;!OUN*M9-6&5M!UG;7V8RVB/!\$Q MY5"FVB:B1!20)(S!-!4;./HO;L_"!1/6%
(YJW@6; MI?T+!(6"Z6M'P=?J=<'A;/_ "P3+ UGE!).YFSD+;7@O7!8QIC9N%-! =VS>8> M-Y.V6<%
!2HFM^);_U9K!_977Y>?H!&BG\$ L=2!U!;6CO%NN!;!T=7#IVKY M7&K7!>7WWU92O%M!?)*5_F 6!
! =!73Z7ZU*!N;MEJ75&^GD6;!DRB!\$H<_!^0 M%A(RGBN(4TEED)*
(!>GL659LV6<;QV33!46.F;76D".FP7H)JAW;0\$?6H*P9 M-!W_ ^*_=?"TY1VP!V#9!+U T+H6=!N(O<
MJ;QV3Y!DYTD.U%KMSN#;!MU*6<11S+!)T@CF6/L;B"88XAAQR(B.FF;LB8KM M9!9=I_%#'
V'6MSM!G%VB&0<;Q M^_GP_+YLV\$;?#IZ03!9UO5;_!GLN0<'!L'O.P'.EP=K0S@%OH>P=;4!KL%5
M=;5JA+?T?S&6!1LBM M)Y)+4>2;ZA\$S+4)S!3UQ@!1CA0G/H+D5D%JV?/'=EQ_6)!F-6ZY'0.WDNZ
MVE2RWK_?7RD98+2U?M'(MNZS= 0C>#Y2V;TC2JOU!Z!57;RT_IDE^W6YXO.E>4%?Y;?U2!W7
M'S;IB\$H2G;"DX E\$68H@YN9P1!08!3G'24QL%;J#!LA*M^4\$U*R_8U!82?@7DM
MJ_)96_UGN7!+R^IO=+Z1=^5"OEO+Q!4LSW"2*AUA18E@(\$!%)(!5)"@G)\$9>9 MR(O\$;HVVHC;R\$3FB?
0;_=5"3!;!;D#-@>7J;8>=G0\$)AHB;R1@\$AK.1L!(R MD%GHIC6H;
2^USU!6!R578EJTJ*5!O5>O6*/!5K.B_2!N92C!14MPNQ.?U M@ZQN5RNYOKHH%JF,)\$4IC""
(9(1@XS&3+!%@;_"I9*)W,T>#&-H=)/!L =J M_F! \$8VLEA;"!;*Y. M*-R"&J![\$QL". =VDN SW7SZ*:K1/S?
V_ ^UN=E!P!E-L_%!Q;.-/.FDO,>SS!Y>D= MC5!@)Q7X;2?7SS=@+QK8R0;.
<*!1+MSZ!&/>2J#59&+F)UU!{LR+;5^!P2 7 M?NM;O6C>E925!WKO_!5&+!+!2S.B; T2F!"%8&(Q04D3
C(N2K2/*9)A*/9 MTUGN<_!;Z'F8GC;:=HG&H0*9-/J\$QJ?M\$;/>2?9>
!F3;ARJG7BAH3^>7!(UO.9SCB2;92P3A3 M"4221MJ Q1)F.JF\$QJZ-V!+&=2D;!">#<;!VPFEPB!\$64*BI0
M*A2)W\$HV6FFY?!!>=1='1)O/?!DPN=)RP>O_#O?C*)V!PVRX8BXK-==@S(M.#E\$O:%*W#2!2F?
Z;,,N<;JNG'7>X*?0!O%LM*AQ;YVW9T!O-4L;T!C795L M4^!82;%H5O%F(
M357^ADNZN+VO9%W2LZL&S!-(%1)#Q4RS;!%"D(FB@\$H';4Q222SSNQUHCARW M/?!R#%[^=O?
OX.WG-V!>?WSOU3"D\$[-NHS<2\$F!V!+A)R)X#8%>OZ&M53!M_J!F!J\$0LJOUC<"C_FH;.&!U7;-%-?
2!XOJU4;2T;*2^:@?T4!%1K;6ABI6 MM_HYL)=);!>WA!;299 M'3?IZO5Z;AZ^!)QNUG!TG0&V)T.G!GT^?
7!W^HW%NGZ)!X63;T@Z-^6M!3/+5.7B?MMX^X'JK^B0SE!?=OLGK4P3Z8_J!)2LEQO!#6SF+!(MZ&
#QA%)B;U@;C_%*6<4CDA.6>>R+>#V9LF@UQPV&!.!%4H#I4^*QJ-F_J MSF7Z+^K %OA)N^W-
GW!V/27VFY_-W* M/BX.O!/\$9C1E\$1=D1-WBGDC9Z MZA;28_X!1U+^FYT;QAXF<8LY0?
Z*)N&=#;L;_>99FD*9 H1*3#\$C\$50I"+* M42Z5CL=L>PAVDYHLYM(?M2;JT4^P!ZINE0!+@&!.92N!4!M!;
!\$&="#L(3!9 M4T!08 _!%K>X=D;8_GXN\$S4KD'C+WSFE;%^LXU.P!+ @_!0THFBW3(>"ADWK=Y"
M!J6!9!<=<)\$V'C!0L!0;1*Z2\$W;U;! "Z(L6!#;W^&F!7N;OM1%NZA).V@!W MN;
(!;N/^P!D^S;@F*4;*(D@5M3X!)&\$F*@\$1D+&2.8XQ4BXV84PC(UN0?+M
+IGR;U2!"H#=#C9E>E3=K(_9K.AHJY_ ^!#H#3BP"@Z!CM)G/2Q!@6Q;(*8F MM8)A@3RWEX&?H!ML"^EDN-
G7VH%BGOCW<=" M.R!VQ!0HML!H!&#=#G>VH3MS9V0F*RZL;K=[9+289M^0;L;L/(&&O%CI43 MQ2;
(\$H@R5\$";YDFD2AXFI/4.IWE!-DC;XALB8%7#DD>9)WZ_5 D=QT=R^_
M3^!\$F5@.B2O^XOEK3B(Z9;PF9= MZ?NNUQ95E*<"-^!)39Y;3%D&;
(P2VA41#G6<1<!UOZR8!N&>P;E>-.77= M6!%
SG;)2P.KGLMU!R!FWT3L^!CM#!SD3C8YHL%R8DW8>Q!N-R,<;C7LSG+ MDBY6G^AWDR>
!F!J4YT@AG\$*9(061J<=D*8M@FJ59@D)\$Y3EV;LAR06)DOZF M")X;BHY-6"!AL-
/N84*ZZ7(CWY98P'6T7Y90+54N"4S;1J55P(O6*>U7^NG; MWV5Y_! "6XE8O9O1>?
MB89!XNYQN3(W&^X7H8S3;C.6(!13%; "4W;2%;<(! MLH+PA\$K"8N*40^K)Q!B;N^;_*;
D"#5!FJ;AAZOATP+07JOF!_0<&W=3=JWV8
MV80);'8S"/"ZVQD!H(3R!+YIC&RTF@30Q7(!=QG>U"/! 3H^=H9F ML-1N9N1XLLK-469!X\$XN;0*%
!)R06/Z#BYM8E!MWM)ZL7O3XS>+M8XBOM)O MIX1^4*E*7N_D-.9@)!J*;) 73_G^;HAD@B
16D!I9XHRC*7.8!LFR)V41E;_ MAC;0Q.\$H>W;9!FN1NO;D4-BH*;LGH#X-
18V4HXKT;+W4^>K/&RE8*'C9CM M;O#MJ\$!7SH/13V;_3JMZ8QRS61=A&!H/D!>/G%?
SVN"72;00'K5T+Z=KR5; MOUOHAVZ;(>#!67%YGL<\$50E%(?!1"H"\$A)\$<@GE!&>1HLZ<.O!VDQOY;3CN
MV'FW7-Q#_8Q'8)!1!SXMNILO=%A.BXZ;S%!H00;_J*/SL4WKJSE>/ MZMO9!T!T!
!>.SW.BP^YU^!6'^2?%;.36"X>K?X5"VY7*UFB#.6"QE!00OM
M*!T8Q@:20&90)+E*)2926!AJY(V4.V#L;T. M1!+!L'6.A?!)@N)F\$ VEM L QXH+.(QPXI#&M\$4HCA"D&%9
M0)X70F*<2D)%+KU>S@F;_L>J!U>;HNS5 NP+"P5P-%=+-09!)Y!GRY\$-.M
MZ!L0OSJB^MUWG8C\$ _T>^UHO5U6M062 M8F52!SXL%Z!N>W;.(A+%:9X)*&)L1O-B
FF"%60QR7)1(\$J2R*&-@SL'5A_G MX'X->'C'KCUUKC^>3DO!;U;-VS8JA0EK4PK=-

_C95G0*)>'5AP..NSV#BR, M6'A(OC^J?ECHW0-6;7H+7;%QL',#=#;W%,KMN?EJ%9I
Ml\$JP#=#&K?:Z10@?H.*K Q#+JJVN)_A\$E.5JH6%9T5J??)*TFN!+*B+*F,R8
MJ_-27B!)4D@Y+V!'"^T=)IQC897RT\$YBY*A2N\Y?P(>/GV_!K^#3FJO/=RX!
MUU5(-'+H8*Z*,PA9JJC4_#K"UI3|HOKTKK\$F_.E=K/9?*IWC'[*L.LZ|
M>N>\$D687YZ>Q9N>5PT_M=NUSKIXYX5SFLL\$JPP1#32L:9 &\$;:FY%*D@AS
MJI8WKH0G/,\$|ZH.5Y/2N\$T_W_|Q0*/E?Y%T'.+))3/!L 1CG+ZR3|PT|T',#H
M.M>SNM_3HDB^J:0P9X?;%2K.DTCF10Y)KG*(I.
0YVD&B8IBO8J"9IAM6N/M22Y659\$3H|^52HCYV\$M32_::HHX^_'5<|-.MP=(ZGNEL!=W2&Z'FNE.@
M0\$OX=1J3+N.=8IXOY=T7#QN=:\$JH|NY>_::^;A4RB--^MI_*)&81C'@D=?0MM_M,<09US_E14RR**3 HT#
#-P0TP/ #A-AJPP.NX6:S_ (=P M4IX^(:.2|R.B-^@Q_.'(^#D.WI^*|ZC\$3D%MAR1>?|@/&8_*4_::8,3NFWR'
MEM!U/6"Q:0#%:OCXM%\$40U*^E:L9I0RE"DO(M9NA(Y>80&8V'"(:)9@0F6/J
MU%*_DIK(JJTA"0XTP>^&JJ46V^%EN8D0"@4WN^8_@.2L#^@O!@LWEZ*(U|W|IR.SR+EYOY"Q2>5J@+
(.I3U/MMR0D)1J(HB MXRHJ QW)1/FX>P:P>|OFTI>ZFWKW(V6EX2#S 2?!)_!CA%-Y6SD
ZWTMN4K6W%?Y<|ZWO&JR 81QHM#|LK^!0!MXYHH\$(CK)"JOTNDARB7&202\$%A MSJ.89A'&.G1Q:
|40:IR#?|!^%:Z_=K"8|^_#8K:SA87%TKP0YSA/6J_MF|@PZUE#;2DH::=(6W%O|P:>_<>B,|*_Z
_JT?'^_K_K_JO=6M|N|!DGSY_&K:|)|@AU-5R?^%!!KJU:3"WW5)"#Z?|
MJAP#O/#3YTWL=E|5YM+/OGZ9FT*9*93|3?%?Y?^*HD\|):?S^F1%J2PC=35- MH3 MG/
CIB|'5'K'^|==1N5'=&/\$/S_W^_#?DH!_P4GRSB"9|_:YY1X\$O|\$E0_M"D5MRDRFP B=I3R%?KK??
LYOBTk2>?E?4ORJX_FIY6KU<7&HT%K-9,KB/_|I M+|)I-G-2"1F_.U.%R0I2""JE5:AG26-DA>M_?
PTU|1_!O>:"Z|U3Q\$J"|M#_M6=H-6\$C'JL^0#E#B-!(15QH0'E\$20%,\$5_BFF=4)#G)DEWCLD@/6V4Y VJ
M80#|=%1@BSEMGE(&VC?KHS:|HFEZ.<|9K:W M>=>_+
|ZM|^>_/EZW9SE|4"*6TI89RF.DI(N8GLFQURE#_:I81ECKT73RF_M:#=W??IV1)W:\$|HA8>%Y#Y7236/!/?
1OP'@FJ7_1G^)|A|5@|VU/JT7KPMC MT7OQL:|FRJ>Y_M*|66"WU'(:Q6LLF9>RU7O"J?
S)N|TW|BN|5|7.TH0:20 M1\$%>F(Q6S!5DO)YMI'B!\$2NBS*F'0^|D6U*0_UFE|5YQ_XW?_B8<#IKZ
M(+1S' ("XV:&AF+B,87"2M)@8RFZJ4T|A)*|O:%7:W^536O_RTZ|4FX%)+OA:5P!KQ\$<%J3<*K
M'GXOADL-O(XGG70'2_%L=3|G.GN|O:JU1.6M)|S>%K&?O'70=6R'^FJ7-VM
MQ0LS507V0I+U(<6N+UZ6Y))E2+OZ|12)+((X0Q&4B4(T3EF>8)=3 1N:HV_Y M'|HA:S:
X0.81L">\$Z|BT4X@K::H0V|CNO|N@MLB+Rj:D-!;RV=@|D MOI6V-L);UMMV/N|'5-W:R-92>VMUJV?
6X_+3+2OSN(*S&2Z*Y^E_:H2OBY? MRM?EZFFYDN*CEA5")G\$A4LAR(DS5GHIYQ&_.0J2CG1-&5J_M938
RST_HJM=Y/'<7/4'DR|:&<4B-QLZ+L35_JI7347VQJA:5W?CA-|3<"| M0U?I0Z4?6M.=_
@O1%8Z+9\$3G|P2L_UM(?#-3=&X?S:|F14(0 M+6(!21)+B&210*HB'5H1!|=(_U^B_..X"B|F/
YB|'96F/CTKV"SH(+ET? M092KU::NE^7+E=>1EA04=D8G/'*|2XF/>0\$_.Z#A9N32XCX0QJPS;J7|XXN:
M^V"QJD#N?8B?+3+JUW_F38'SW1N3HX_RJ6Z*KFF8_YPNQ"GOSBZGL25:E4GQ9TVIM9YH&|>2B<:>
<6>N>H7G3 MC"(X(GT#*ER!YA(S5>?LEZ=WO)3WY6)ALF1>TKEYZV|V;=CKBV24I%(|JR07
MD5Y:)O#N2(P\$D6:1\$4>1RG=OKXW"LC_8E?WHZO'_#JWM1UBC_BO5'.(BYS M-85I_H-\$|LQ
^!B2E+&\$XKC@S&IVP>3OS"/Z"/6^IGP_=G|9\$B|^16C^|H
M:P0!*I#O,8R727V1(+^="^R9A'NJQ?:U+&ORL@XM/M>G?%B!SE:B|\$ ABD6EC
MB%*,*)F,4EIE(E44J|L\$U3:J(OLY'9D@:\$+&L*.|9K=(%EL1H<0W7'K9&RI MG489#Y?>;T=Y)W |&.|Z)
(JG:B.DM+R5=Y|X2JWGW/Q(_R)RVI?:V|BNF)>"|YI M/(D
G6|NMO=,FW**%0_/>"P(DC2%L9)4NPXHA3B3.4SSF*1QK(1('=M!7J4S MNK?P:D
OR.O(V.VK#);6S<2<|8+4VK4E&3#7M5.D0X|L:UVE,NF/1*>;Y3D3W MQ7X*^>MR*?
XLY_-9E/|RO7ZKE2<0Y1@#|DE'!)?DC3F:ZX\$@YKGP|-|;\$L |HVG):V;9S^6<|KK*#E5_KM|^7Z MX6\$Y-
Z>GFG3=^?4E79GN 8|F_*033A*#XEP0"BFG"J(BS2%#%<0QSEC(N&=%_
M*CS2GGSYF28#JCY#JT>3&>4H;M9U'7|_(:3L&J%#E=2|I-TRGR0|2,#PKX3_M_|T*L1^|X:CFZ
Y@0|3NY%_M5DB1QK|(A3 M*IB9DQZ9.>D;RR0E0EJ5G'92&5FOMG3K|)HM8<>C|&Z_NI4L
ME.2.Z|*/T\$|M*N%&M'.LOW9D|6C|H7ON|UE_|6>+GZU|?|5_A>+!_%3N//6? MG>/_65_1J MJ+|J.
|QJ5H^UW'42MN>)UEMOW_2W|:7Y&2 I^:WKC5_JA@G|H(D(65#)|AU1JF*",CK_)_:SNH%KRF@-
%65>^9NP'W5M5,6%G,+MOWLB)-TLS Y\$31,T/X-COL",5!S5E|VX W|.B""#@D"\$R'MET705!H!)M6R
MDF83?XJ2-I(13)7FY;0ZK_S67|1Z5^<"W97S-IM6A8OCXBZ^OX_2I7&|I M#HKJ_|J%-T8M-L58
9#LCLB'/GRYN"X#"2707XGGN\$SV^2+ZIRO7W-|X M@IFC^T ?Y4QD\$1.DQA A4Q:K*
(\$L%3E\$3,5<9:G.E?7@OFL\$1EX3=B3|CB8P-M1.V">ES%L-NVAY#4S68|'NDTUZ+|\$J_|E+|<-
J%J5)DE&405XD*#(4"TAP\$<\$T%45A)EAC|C1#SY6! MD553?Q59V_5%PC:17-CXN*FR#8#K&_?TA:@8^+
H^%(&)1EM?D/_Q5><6 MX+B.OFY|CD>T>'OD'2Z5#DO-L>=G32B>D2S+\$REC*+09,+
"Z_|&XFXESP+550DPTCN4-@%08! M|H(C) PFW!*9?OL|HI>VZ8*3?AE.8@^+RWU:F-
:G5::Z6_Z410I6O^M.1XV M)|T)=VT%|OU1#|S:_.J#\$)W_U?
|QTW8(-99QM_.LNZW^S:"UIYC/>N^O6&SNN:O.8(NDA4 ME)ADO@07"418,>W6)8G9X|>)8*R(|0KU^TF-
:"AKPN"(OOWDIHXM:N?0)?=G7008Z(#_MVACR-%8010)#B\$#"1103)! (F*6>S|7)-Y|,"=2!I#=-7!F MJ794;
|8GBW1WLM@D%W_H_(CLZ%?PF|I#1VD)LYIZ|?Z,J'|XAX_ B^7"S-
M#OM^T">5D5#:\$S&&D@B(01D2:%U6A2)S&6&4SO%XR=5 MT#;ASI6R|3H_1?
S""Z38S.5'M>TP=M97|*MYNU_EM_5+S>P?LY1S06B"H)2;
M0T2ETKZ)7G|1(1.JHC0EB5/QKA0YL8^+M|R8_<2Z7.B|0L_.'3K":Z?JXX'F M9@BL|*_U^P
PP^H&0H8P_@A\$.|*?U)KX 7-N:SR?XMDN>?GXN%\$4N9.? M:/6Q^K(V:5!_H_-
Z0I2IU|.B'8.>"P9S/4080C#"DQD5*:.9"J6>4*)8VAD M075TQZ'A89?P_\$0K|&SHUWG.OJ^FM%H||8@U.
<^_*<|VJ-I9G(J3GT?2%L_#J:(@O'R60M%KH/ZT?JN7F M_L%8=5.'3N|K'|J4HC=)OC?
Z"KH&#W0%#DN3'2P7.IQ|7I9G1|BM5WE8F6V&SMME|4F_?T^M"TS<^=I2E.(RP2C5*.S#@_
M"G%4\$"A8K'BD=*@DXUT:|0N+TT*"ZIL|J9#@9GUV%(|SR5L**1P4MPL|_LT M%)_A_0R_I@J.4?
F:RTRN7ND=#%@@%/Q.V=<'":@)Z):M9HO_ZQ|9SQ=?BRA M;)*%L)W6J>O^Z>R4A10G%LOF>L^F:
|1S7OW\$1K=?NSEZ*SH_<BP=6|6U8V47(V4 MWZ^=FZ8)?C)4?S;R?JG*?R
=L_|KWBA.K^U\$YJV%UROP!?=X?KO&+PWTM25

MOENMM(S\$T3&>80R&,>L,+T4\$XCC00\S0D2J7#&4_8S::T1\I(MNB\K&G\ MUWNWP>:\X>\$+Q9!-
CH,F#6BHCK*K<4VL\#L9)U1^U.[%-5\$|=BRN7NX_INYV M(5YOY%O-
X\$NZ^&,U(SP5<4\$55\$AFI@Q(CC)"92,+>G^OLWQ2T049;FD4\$FIXW/MXD*:1044(LU)&A.61LJV>/7XP2.
K M5D/*,>7Q0OANS1HBDILZV4KC5)9ZC76O/RTZM_1^J3I_*W MNW__=/OUW9L/KJYL,<
+BA+M&*.0R\R,4B<9)FC\$.F(K^H2:,\I4W>)861 MU>/Q&1B:X-
/MAU\OW\IPZM.U\GS7\Z\G0SX5\+>ORF9IVL;023:,K@\$B,TY@G,\$=2F/,F%)((<1Z;JDDD6 MD3Q-"K?
@ZRF=T4.OEYO%'UH/P6KS\#00\4\N?ET+.)Q@F9JAQ4QI<A7D!(E M82S2*.
<(RH3%PJW,#0^Q0B\,EUPH\X"&SNO=[#\$;G;G0.Y0>1L.Z>T4)I#;
M>YW&I(YOICYGKF_WQ0/ZXH:I(I(T5:ZY:QOB\$G-&(IAE3\$&44*.7_0!@:;) MKJ4\JNB,>T9D_%7_N
:N)NS1'?<<&:052\''S@|A:@^59%M,CN_< MR0\#OT;!\<)9M0H^OW?Z9L\$MW%IM%IOVK62E
(:MY\N\+M\ZS_PT/X(NDCk=[3 M!6V&.*R^W.WZ+A1<*1%SF.,041Y#>@DB^C\%YEF*DX3E\HUA6LF,K;
(U77!\$ M&'QY<=N>G."D(6K\$51L1T6\+K&/OI NNH/'\$ 0"/Y_!>6\>0N\@G7Z"^UW
M3^&S=*JWHJG96_UB9Y++0K",0)KG&42Y M%!"^,^41ID\R#(E,WU ICLG,%*8Y3X7VJ:
(80<1D"AG**"1QJBA**I&0W&V7^ J5T?>(\ MMS3\W'RY; /EBOK+=>Y0<TBRRAHF-BN?
E4CHFFFAKG9BQNP"BH7;:0= 5 M"M/&NTB7H0\9?ZGMZPL;0%:EW5EOH0?"<1QDF,8QB+DQ^
Q4%CFDRN2_ M4I6SS*F6N87.R\$Z&H0H.9 ?L4K3A9'M<,5AZUP,+#\!\$1#BXZQ0IV='&=RL2' M%YVB7AY?
=%_N4VW3UG#D4(C\I;Q?E*KDY@)N1G26QO,ZKZ,G.,ECD670\/'0 M841.AQ'Z/U(OMR*ABJ3V,TI"
<36R(3B;S7'200<)\VM?O-FV\|F/+>G\$6WNSDK\3.W? MQ\$ESOZ^MS?W CD=PNSK\=DI#0N3=^|L @5"
H%|+3-H;V_.6B4;3/,R,T-|E>?^PUL9- M1Z7T7G\8F)R4C^IU.= HWUZ.=
(SH0IA)IOAJ:/I.&60XBR&+,X%+91-6>94 M:>U(?^S#GX:L?S3M"J>=L1D1)#=
|LV,\$:#D\#2OU7FP3@A^Q<0.V#(S.)Y M\#(ZKM0GM3N>T)R;'M_'>3W7RNZX
JREQ5)4Q1C0I".TLW,G3A7D'#!8(\$\$ MHI*C7"56'LZ59X^=E\80 RI%LV?"6T2Z_B*YZ?A>&I^DUS.Q')(?
!6\9 MB^D6SET7I#.N.\MEN@#K.JGD5++))1\Z;LIEFL*9+^6WN\4X^U9RP\K#)\$MX2AE15"!K>^F;
(J&NLM056FGPS2 X""S/1@YF%V0B' MA)L9N0+"#1AD6WJP<+
UX3#QLSU#L7\$S2';2=AJHGD=,9\#L9#DQ8):W>,X0 M7"INU\NTNJ_Z\$;??
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H&2JV\ITZSTRUD=A\1F""2*&F UXC,>U<MP XA+R8"=EWKX6.8<\AR76^>F/\$:R\5:!\RERP4O9)!I.B&ZT-
#*B"-N:O?K M)M.1@_33/\$(T*G)IG\G61VUD)3TBWXR*.69@FP/ELL#V@F?A;H2\$Q\$V!)T?#
MP>\$ (B8IOY^ER:9K3KGFY.CO&IA7U&63\F+\$7P'2KGILD X-(DHFIT\6E^@|*
MA5I6C\|VH>,J6F\7%PP+Y,K9 =GHS00^9SI^QE>?\$H\&^R;JQF1Q/"SG^HY5
M.YMN%B4X\$KDVDSA\J8\9 (9XAD4699@@126/'&9"WT)PLE4^DX#_:1_124%
M=|M\K0,E7X\$OR_FF21FM@S19\^>)8@7.)EYU_PP\$-^/8-F/P\$PU<>|J4ZC2 MFTL"TU;>M IX47C3?
J6'8_-9SDT;=V^UM^L\1M2RDCAO0C/\$UBD-(=(D\12
M+E.8)#S)BD)DDMNW(KL8V0G9DL4U%1KW\NQ56<7/!8.RW"AW3311UZW-);
MHLZ5L>76Z=;#;MY/5L&>2_W6ON.'\O:5*,ID5B"8"-/)(TIS'T"GJH'5<, M:N9^~@?
S;E\KF4FDXW7,H>FLIQU/O<@QSA146"6RB#+\4.+1V+V-WM@!>_M0 MUSO?*M,^!.WT-2
NCE'!,S\A\N7W""1JVL5POU%"OQU@OT@1#)G,&TS@7.6*.)JET*_8)PYB+XGC5!>WY 73/ MD)L!"?0&
|S;|*BZF2.3,%E;HAY'@T'/QDF0;GX&1S0/C\Z PZL@.@.OX/<= MMP&M5UCX AFY0\$Q-:@O#
GEN,@,_W<^ROJ3ZR^;RRX.4ZSOS9>EGUZ=O3!8Q MBV,.*<E@M-OC3\FNFR';/Q@W8H13Z)+-
/YD"VI97,I:B3JAS M_>^|?NC8A-O52JY7KYK.2;.\$(AQ%E\$">.\$@01E@+2""4R@^:.\$W\5 MU/9)=H,4\$8
0JE#+A?2TA5H>H%P4:OD\PI^ZW"*^W""S6JT_TNSF\W9HL3?/00G&69)P+
M+K4CP",*41OR"@7,&5%&N.4L"2VFM#G0'-D6\+C #PU++C9\$QO,I,Q(8"3< MK,<>A\$|H(#@;!\@>Q
MD#&XJ3F@\$""ZUW^56/Z7?EZ#K<,A5?>H>P<5YD<=Q MG,,B0EK-J8\B*8TI+#
(JLD)HQR)S"N"O4AE9L?>|%"I-%#ZY*,9UX&QT^7!
MXKH\Z&5A)%4\$QSA+)|3I\$":>YW&I+K.*>:Y=G9?/*Q^23\+Q=W=J_?T>Q*E
M^4XM\$|KT^HNA%\$4;D1 J7>1&/RS=J+5GCKX;='T2*S^?+>JM<^_9S=I0FZB%-6A MNOYGGA4W."T
7>MO_6E=(J_ |.80SCEWS..P)3V\;D?1TS,*V1L\X.#8Z&U9HS0\$P'RWX MZ<"\$MKL_@IOLZ*"
|H\$ZRAJL\I2;|>ZG\$QA7=C\=|O<(N-X-&|?G=9TSL4L_M9L(D=Z4\BA#\$4XA20K.*0Y)Q3+3-#
(*AN\|C<#(=@=7C+|_@Y6\W_PY>O_GR M\=V'_W"/,WR)AD7T-%\&-^6NQ3-
AP9:>WYSE2SF=9BP/DM=SOK*SW*ZSE5N% MZIFK?G?E#.56\D^FZ?
90MGK9A<,\X#>@2;)I98*>=%L(V5QAIX->/F_1E,^(KP&PO M(UNN.)U_DE6Y%&_U\U:S."Y.UW0*LR+*
(5*Q@BS-%M^ZB3*9R783@OM+AZ^CFT')9R=>QO?ZK*!2^?Z/S=8C^|M-*>JW;_#>\$JAK;--
#B14414#HF(M=020ZT :2Y1#J42:Q2P5N7\J@M\;NS.A\J\>6(Q:
V>EP&|CL'YJRJ8FIP#8U1\$%:G+Q9R.K^&W:?.E)L>O"7JHP9 IHHSDUN(
M\G5=CN\XS1\^2Z""&R\DX?FV>WE7\+C+SKE_E?1G6JW/(A5G M6,D(YB*)(>)40)RR"
HNXU0K55&D5@.7SA\U4&>H>5^+;G\8YRJ0Y_E< MIRQ>!\W+'C\Z@ZL2-
/FOYS\UT\3OX^M)W&+CPT#JWNWZ0X3@32ZPD3*39- M+ZK)I;4\$H\;F(8:S,U\,91+>'>QF ML5\|L&
(^9)%9MLCNIC*S&|YH^G7ROXV*GLX.E=5/62>I MI+RLIYN?Z^FV\>B/-N?7C;><<2DI1FFB
MEH;ZB(&20XU\YH(6DJ59SKV,H@-B6\LA;JS^+PO%;L">BOLS@H))K>:EV":>U)P\$/\$IV%3\4E;
(UW6F/FEWAN#AZ=GZ\U'T MJEQ\5-N2-#,I&S&9R2S10KC@VDJH#\$FF(!108BB1A.,7:M/*,P^L&SIF>.
M7#_IBW8%!O6>Z9?R?E&JDIO&4=VP*?EO.3.W7PO@;S\$H/@<+,&>R2.A!UG M>
|A5J&"GR^?/G_A0N46\R\DM@L#=[K\N'Z0U0>YGA4RBK.L*""F5\J6EO MASF'E"
<<9RE\J7)RN'LICJRI-1F@ZLYV37?*&|'0CA49;#9Z6IO,-QTM\1 MW0VH&;@!'SJ0"=>|
|ES:L3O6\>G\8\2L.Q??NC?=Q8V^VV=/E>1ET\SV<5FM MR_H?
EX<6@J:7XVW\2*448QURNUG:Z1P@5DB.AUG#+| PJ\$B73L3FM%=1-MM0.7M1;0(U9<=|7L@+3=8
L.C^M>VX&|&W#,0HW3GHG 9L)1F#|<('94)JZ2 M/+AKG841(EQ0R#)"(9(1AR37\H)(
M/_11KN5TR3<>TR5/8+)|T#SQ%=0\$;BHCL,U=8S_4TG\Z&E7\2M"72S8UZIQ M7)M+,WAB(7:M*;4;+?<
_DZR^/&@B;|/2;.!""92ZQQ"+(8,>VBIUE.4R)T M2.VTV=9-;NR5>\$=|UQZU7G0T?5/M"&H.'?C;Q
LE^%@D#BNO@/0<%ISK80, MM=1V\$YMVA;42_&)AM;O+3^6_-A*_N=&6Y WS^9\O\Y1GO&

<*)9A*.L@@"J M4J@!;@YC%DZBZ->(C*S>!Y*@INDVR;T3'3M-'BJSF_XZB^L^HKE#
MGE!#FJ^1F'9,0%X.:NZYU4\95M9ZJHJ_*Q\WCKEJ1(BD640IEAG3T*YB" ME&
(*A8HC7\$2EN7S>))K2*L9./=HO!&CEM3TB>KNL7E??Q9+_42IN7RU7ZJ6.XYS%
MG.0PEB;1JH@5Q+B0\$"FXH;A7DF3UB9F\$SLF9^JYI>D! M;@ZM+QJ1Z=;CP)(HGI?
6^ZBBPK<"3VJV\B_3I"B*^7I>OKP^F<_WJ_2PW M.S5?_EDW;JW6UYQS+7^V1;P(U
VL5^3.GF#M=T_7&:Q7@V^8/U7>S<72+,0 MFJ<.&_7+<(%83@E.\$=86R.LDBSG\$-
MH_10\1BS+6IX\F)D=?MOVU_P3XK^?0;A77N-#A ZH&!O>4@S89 M;)"HLW@^9U3-QILX?
Q*J&V*WV'M)BQKKNDJ'IN.%3D:8(5@DHJ4YR4.I! M)F 1%Y(2'8&3#+E-:#DG,;
(9.1"L2Q.\JH>P<4NXAXFK9LM<1348S)+FRS! MQK)<\$)AX)DN;@)
<#65JOI*P(W.>S\!E7"OC6A\PW@=W)<-KG)*Y7MG"-KV_
M1NA'M+SO\$+BEX7W7'>XE=MN&^4TC0).J1>:USJ:G(DTRF.D\$B@25D"\$"JH7
M!!Q\HHHP2A*ZT/G:R0KT^LXZ*^WFLJNV>.+&43*.Y(QE69!>+NUT\$LD-UW:IO\;(@%I M2YIS':I?Y/ZYT_
/!2GHJ_CQ06#G*2I6>1"U'F!)L-G(A4NMU^OB;M10QF/
MHT*8^O"4U"U^T<8XBQ+""T)YSF21_Y.O.:W\Z\N#:A?I5/6S_KJ:/01)D4IS1B#E*(.(HP22B&'(B(AXP@16
MTFJ+IN2I8RLAV=-=L1ZP?|Q|>KE'WUS:9L"O*_+|^5B:=IXUQE%#|NY?L9JAI0.+K."
M0.T"FOF\$*2&5"8.Z&DV)2E.%9;X\8OWJ4)/32=7CO/6KNV+M>#""%I(OE-G+3 M3V
YGYOME7(-8EIR@Z:JW_'S_425W>+MG)#;B;7=0AT NB\$MS5<9DCY\$5H
M<3V.39OC;"7^;_6MWE<=9ISCS^1N?+:GO(A=)(\$*(D5*R@ M\$&&90BS2 L;:2)@#"BI2JZ2D:PI?
>26M3|YJ1|(-JY MTL>2.K5\9.6B?EF?J5)XORC_2XIW0K_4I6UXW\215Z\4>NN_Z;?M?B%5T|:(L(
MG^G;J*)=D>U6\$L>&.-^!;^SC_JW4USC_^K;JW M/9@|F% M%;9E=MI^#);
?I'<81JJWITBIF."WVD;NGFH_HB^:8R|<_9>B9(MDO&<4UBD^H=
(8@2QXC\$LHHA)E.013HECIXANBB.O!?*SK0_AIG>X-F/G66P M&1(1QWCS!(P=
<9;NR4_XHC03E%'F.UJG=X/&^K=*7I7-.N&_W.P/OE0GY_M3ZL_Y/KM9B%6M^M7M*J^EXO|>H|1+"
<8<|((E"GE\$%&>FKZK.CZE*&.)+U3\$ MG/+E>NB;-)JZJ A#VKZ-X"NP8Z%9H*6XWB!'@#M+;\$%-
SLP#!\$W.<"V.D9 MJOI_#|5I&_W;B7|1T=_R-H\$>UK=EXO7LIX-4/L@^!9QLPP5*\$9402\$\$@3I4 MQY
(*F%.DCA"D4A1:C5MJ(-0V'E1QI\K.F#Y4(O|34++KGH'1A9;%8%DMQ1 MIQMYMU2;X ?M"?3!"U!-+Z-
PT(7VW>\$6?RC6=|_K2D%PDBN4P3;BQ3PF%5\$3ZGU\$A"ZZ=-M\$JJ<>E=U4A092!UHU_U6H?
Y8M^0=GN(/;C\$TUA2<=CH_M-E0|_R;_M_AN&Y0%^5/M68Z^6CX_+Q9>U&3::R#3-
"TE@%.=FIE5AFG*G*^>J)>I%|:7PMTEBQ9.Q8UA M1E_/71X|K|_TE24WN4-F()9#\$F\$D<-1QI-
WV)!;I7M!5'.=6QZMJA\$9>N!O*3=^+ M'6V@B3ML.G:A9+"&DAV+5N\$JLG5;+?H=-UD
X^&VR.G|&INK%K)U;JYV MW3_=_YJJ%"">;JS;7NQ?L?.\$/4FSFJ-JVEZ_E^N'I3CT@+C|K90?Z&-3W9(*
MF>"4|("@PBB#*40ZQ2E)8Y\$FDHI2D<6IU'CR4D9&MVH\$)'6!KDL|U0(-|C9Z M4T+G9A1=47.J-PHA\H
*I4'D)RMJ"@^2<1U4D.?YA4P?Y)I';4"JY4+_R.IJ MME7=%.1|I_|\$M9EN6*I1F&G)A|M9A+B-
DTD&4J8+.6"*X4^|T5P9&-DF? M)=>DY|_K9"TI3@:2G3#G.'I4%6;|@&M;|PI'?EG.U8W3;N?|f^#W|?
^,NW, M%XQ0\TY=R4V|M43G(LJ;|A6QALESWCC3=L%.F M4%U0KM*8MB-
*EY@7W5\$Z+;_3P3>T6FAE7^T&;PNYYNU%#.6X2Q"/(8Z,HDA M2@L&::PP)(CEDD0XQM0L;:2%SMAZV%
/Y4+();S.=41|9.LP.JP8)G\$U8>4 MG8X&D-12W<\$#Z-1:L"6:#@M|9\$JD)ZV49E44WM\$/=?
50LN|TSW*M;PKGZ4. M%=:Z=9='I2|\\BI1YP?SS6;<2KURHD*2*32BHP1@+1+#EF!"I7&21YG5EFH
M_BR.K.;_0I#F"!Q8VA:LW8-CKDX&JCGG/K@B;V<8QI73S68\$A|G:A(3C7")
M%*X.3)U;X0G0E70+WR<%S%4I&Z_5G^LXQSBE2"(*)).8*42Q|Z_5#Z1;7>|
|P(97Q@:ELW_OEN;HT!_9F_E^N'5YO>=ODHJZ.2S#11
M\$4TQC&E(8KKQD^L@!)!:=.1Z:T<^%4>/(@V1_8TW).X3J5O|L4#)+*3KBEI>):.%|9S)0.I:WW;Z2&%FC;
<M;MJZ\$|&A|Z\$DM1A;VZPQ'Z|L4LW_-|OJ= MT^W;=7)^LB?
7?5O%|YM/%N7FM7)J|LFOW<6/H5NP3I>AY=;I?(9NWD^"\$+B9!;B=-D51NB M(XN@/0MF|V'/-
AQ83.MVQ|;Y|B-\$IN1BL 0.XM91PD#M5=QH;DM(UF"\$X MZ#GC14^R\$X1I
D.K2@A6"FLR_%A561Y;631U;J M;=CJ=.JW*;V%G^\$KDYNB;L7QR|DZDX)D.GIW|RPW3^
MP34^3|R"JQ=XJ/9G6>Q#PC M;.-;CV'H|MV8"RT?ZBX;E;_75(W?>F2IE-OKMXX MG?
YTI7VB1YT7ANK7|&)G;+%((<88HC#5>I5A"2F+*N"_H;-(V|?) I('9Q>.*SEG0_X
MP3V<7G2L|58W>_X#F#W+EW0EQ:OEHSF/;#ZW)%59;L(*L2YIO\$3!"E;4R* M/(M8C-.??5'DZ&.07O
M%D+JAPEL?ZJWRY_D&^V2T?&>)QA);&.6091001D!6-0\$40B+E\$AD57S @M: M(SL;|)R3|U L&4
O'\$TT|Z+RC3V>EFIE*;&8#F?F|QJ2B.Y"CO\J4SR<%>=P^>>ISKF4!7
MYK;>7^%G7C_+IWU|AN.)PT7;.Y_"UA<*#L M\$|UX. 0T87#PR^B;B|D#V5R.@7J-C77;YW0 MQ'3R?
FLNB_U."GG&X.D44IF|21VS M8>V^03W5AO2@S6?_S>;J-Y="VTCVV#C^81O%%AO#03>"/RP7RR=94=-
_OIF# MVYIHE.HBY1\$DN@OJ."F9C;."\$K*NE-.S?#5OR+ M01G6-_K9;AFZA'U4;
|MUNF>ZEG6FN_@D*S|)AM|+F=#>_Z+"!91AJ%V M!!ADDA8P89E"2*0<4.<:%7O2(WL_-I)
PROOP*JE;KKW;FIF0<'1.WLQ#@X MN1E.MWUP.3- MP!?'XQ:S@!G_HQ<|8<|N(C.B\$.A">U)>Z
G|L5CR=XILXT M^7I?RFIW;|U7U|N-BOP&N69|2|4H1#)C\$%*95S_ATF"W-X.FXQ'39M#TRW*106-
QBZ_#5)7/U'0;.288S\$3.I"AX#FF&_H@0 MRB'IE\$.41F|DX|7TOCH0=75VSM"P=6G|971U7'.4FBY@(?V2
MZS(\$|S|_C^QCW%=N\$M/HN4ZW_R)NF+TK>;G6J/-|^VV3&&F|_XBO|_BL2 MG.11\$D&>8;U_>&0"9H!
(5"+_*(PYFY)%UL/ MHBY.)05F*\$LYE"QA>KV/\$|ABBF
41WJM5XCDS*K5U|6'CVQ(#+6|U^EH(CZJF.IO|CJ2=CZ*1%"?GTZOK#(W7Y8K/EZM-=4BIH"Q'1:(8
M+)*L_GY7\$==*(\$HRA7%\$4/(N"9"|&109^_UZG|4@#ZK%&|E|M6RONS/I%> MUDT4-
FL)Y&Z^NIDGKW_YN-SV8+;.6W""V2*H&P\$|_WMP;>|D|ESX.*YO.03 M2@X|X@AH^06-
J@%BB0=9>Z..&V?-5WDZ2C=243J>J^G+R37K^CJX5.U?"Z% M%"^_ |8RH|>;SK9F9|Q.OBO7I5S->
(XS)CF").L41 PGD!6J@!G;.29Y9H;1 M.3E'UJ1'J9.<6W=>Z4VISJV*7PYP7<|J/F|G(Y Q*#!L.G/*U3Y@S(A9?
F_@0_/_OU!>L;^L3 M2C)A=L1-3B!\$F'6049JJDY(G;.:J8HERL297:(QI-K;A17V-
+W_>I%3=>^X.6MWAS2IU/@:A4GUM4/\$<|7LNM0C<'K_W*2X?*ST M|K-B)
(C9'(>2\$Q!))KA=SD@HHV^Z6*(#JY/XH6NZ_R6|68/5M;3ZO>#9W==/3Y+_.I"ASLU:XXG?^' MI-
4LSAB729Y#G&\$.\$5(O)4&F"G:D?9M/@P M4JB^:J.IU>Z-IY|N-BYF;(MKR_FIFCR=0W9M>*2?)EN(&?

#Z&LV\$+&+[" M^1?^F 1R/SP8F-0\|0?HW'D9\|_0_ ,4CHN.4VT4S\|.MA.=?WK\|Y9,>S=9
M."B2\$A:%DA#QA\$!,HD*|/CR7,6(J9VUL P>NZS.X\|_0|B_-8T?@NR
M\|%'LT+6(FD)BYF8,ZC\|:/>D&G3UQWQ*C3C@|N, M.A|R;.&1C3P7I496-WD6&Y5F\$W(4@^V?/+*!V\|
OK"O:"V\|GGWB)XV9\|^B5Q+R\$ZYSI4\|=#^N=,6#9V+:2M=*,!^T3JR*O ML_<&SWU'6E9_H_-
?/E\|_._E;+2#WKK?B>?-0JF\|"+C11H13"#)&(- (80PQ M%1E,8IZQ+"OB&%EU\|7 C.
I(V&J@)|WYM.M@|L/MWYRJ51S\|M-Q:# Z1XW;B M '3<|PR=A VU3VA'=-J102<@+O8#W>|V,QG-7L)
|N7Y8B\|.IW(?%+"DB\$B M;|VN*BEVS= 6HLZDW#;A8"C\|10EAE)FS 4P4)'2H\|
^|2PM"L;.:+FWH10M%;M>:UGRYV1/|EV\|G948\$
MULOY\|/@\|^TX^MDDCVZ9V@WRJY%MDJ=ONQ%U-D/# EDG#R9F-1D#0\|JW)-M?)J?
>.;L5HC0:O'1NCLS?+5\|1IW)-Y\|XQ2B+&(\$BX0BB-!40BR2#:9\|\$,I M4:IP\|6M;Z(SLSARH
@_DU&K\$&)\N\|J<_)3L#S\|T\|V-PMR)+A:*S\|JQZQG8U\$ MCU"!K\$;E4G50\$?4YW&A_Z+C\$Q=-;2.TLJHV2\|F\|
|G95NP\$?27.M+6Y&RT\|80\|KNI MJY?H\|JG0/7*%RH=N(S-M4G2/L\|>9T7W7CY#1^HC39;2US^7.
|V\|H"1"E6> M8XADC"#C*H\$*\$Y\$A8BSQ*JACR/=D55:QOMYP-S%(|PL=Q7#H^"XK6B5I6C8 M)\|B;
(2+P6?(A7QB.H 3O\|A)11.28=7:O?M.^&P3>'L\|/QQS'4+@,R"%T TS<Q\|R+2Y@S;R7.0.
M6MWDY\|>16CX^ELUQS.U"F\$Z\|Y>)>+G@I5UV?>\$>|U\|OW\|P.Z\|GC\|H6=5S0:@&|F,B\|VS@Z3%P;!
MO"4_G;_33U\|_KG*1(ATQ2BO_#W+LWQXTC M^.)?A1'WQKDI\$<C.00(\$L.Z>^4.HUUGY"1-5Q
M\|PA.DB(2H?18/S=T<|:|D)"DW%|(F*3L-#;\$\|2>3(0H+4\|PE\|H03QE=9+E#Q MEN@L40%_*\|D/3\|M^1?
^KR98SFT @G#%0"FP\|D@4\$#"<*^LD\$"HA98;YW<9T MK#VW.6N(A>CGN>P^|BE;HD\|CU-
").1"YD"K\$Q\$1+%VE/O*4.-|R=<@Q:B?-7
M%CO)G;R>ZW_W(U/*\|S\|)_NHC\|WKS9K#^YBF=R4\|.#\|&%O2!7AAR/SF6P-Z5@3NF8B*+L=RHQ
M)W;QWE(:\|V\|8:9A &1_)9\|9\|DO\|H@C\|P^B<-!X39Y^."_;CM(+U\|H;% MO>O=|ME=2-
JM=OO=@T8L1ZRD-!GW\|YBPB\$FE "MR*O*\|,%P MBG6>6OXQW#;UE^U.K4S+3V9TDUNNG'ZM&K8RZ?
@*LU*^6/L9\|Y301=FDAH%# MPZL6+0=4S436KC\|J+D\|KW?|H4L=-V?NG71U50M.-
|LC5Y9^Z=W#UAC250)@<&B\|(C2 M\$@B(TA'O;%ZM3VRTXQ+J\$>@U\|IA9\|5VGJQ^I
M.BT(\$_?!TS6*=)%M;P LPYVK1("E#)(%O@P#CA0\|!"#.)F(((\$4H\|DJ(91ETRSV-G9G-9ENY9\|VS M\$Y;".-
\$O\|TLXW(HAMG%EJ_LA+&:|RU\|(2WEQQC%XBV\|*6SAVE@2F0-)S*S MJ"U.
|RE)4RT.FQAM&O.LME^Y\|J7+N?M?7@*2*;<2\|H8#)'(" MN"R1\|1
_%451\$E16W\|=./41FWNV/5+.01\|+U24W_Q4T?!\|W4@F\$#M.Q.>4- MN+%*(?9"E+.2*:4ER(GBKFV1
KR2Q.\|7%1>FHD(QKQ2X<5(SVYPZ5\|P1SRSU M\|H\|D+0.N.3\$)S*#OA\|O#^B0#(31 &)_MI2@XC
H(D@\$PH(@C^8H37\$(R* M.%I T+"LM4#HY)6&S_K1O+|\|L;J\|V;KJ#3(4.11)8)2J &)4 M
S=0"DB"RUQ"2*Q.EK#9&8V6.9(Y\$|_4 Z;._|R;.&2Z\|&&&ZOQ* MW%?N\|D*#@V*EFJ#03639N0F#@EY-
2QA^_DQ=|O\|P\|OM1CW+_?WV@|Y^74E= M9Y27A)I"V+!|06X *C@\$E&.&.#5:("I+KKTNA?
H(S*R:#F\|E"2?2\|N MPQJ90MHP78P0U%L1QZ094D\|H\|GZV9\|>5*JWV464;DRH5MU&GPLO7FF2^I6R
MG^?N@W6\|J\|VVCJQJ&7\|(L=!\|0I462F J"H IU" *B^XY%PHP;VZ=(T\|FEGQ MFL*AO9-5E.W" &4M??
|BET&XA04P)0AA^A@O?U QC\|(P494Q@PLO5B;C\|(YI MS8S7\|Y\$)7%LWN"?_|9W\|F/>W: ^5ZE#ZY&.-;JU?
|_67W0.7QN2Y5L!;-"P MR0@0(N>@U)6NE(!*J_S/G^2\|^>-0.W6KD>6\|TY
MO&D1"MYQIX(3GI/E+6^J=*QQ@LMF8GD#<)6\$Y?|F;/Z5-3?G7^+O3^V3D."N\|77WE^|57_7JHV^?
V^KSOVGUR>5;2ONG M^I\|HVN"+K2DU\|A E%5.Y\|(?04YT&7.M:F*HB\|!DWTF\|)#\|W\|D\|+67;"6KUK M-
;\$.7P4V'2\$4@T\|F\|)#\|LN&ID-V; LP9)3 MJ^Z1B\|H\|G.(%|E!@%J*
3(Y8'S4@A00\$&+7\$JE>% "4G_2<_LP)R5= S-MXOT?XPI_9Y9D-OTA\|*!J\|S5?
^Y(5OHX2_4F;+R#|Q6\|>*TPU.*704.)0AE8T/B#T6Z7 =2)RIH^>+|\|M)N\$%;4-(A2'(ZUY"%3&_%;0
1A:X8K+\$>>%EBB"*#;&_9KA\$ M&D(5=(CC2WAF6_9;+N6W1QF@P6..?(%T<|)F.;#2BDKX%*1
\$5.-1?(E MN^R)\|5.B@P G?;H\|P70*B*6U\| MK+4H*T&E"*MBZJ45\|V\|*FEJ"?Y;X\|D7G#|=#Z)P&%*?
B39CD;K\|Q\|TTLOT+|\|UTX#1>V<09?78O9VRO@N/3'@_#;NG_3W M-
F"CH\$SH;@GFIZ72<|\|O1Z;956\|_O^5X_X(H):@@"O" &(\$A\$%QQ(N8
M\$|Y5J4W0Y+U>2C;E994MG6IY9(_Q>;G7+D9R.2B\|UF\$%Y(WKCIUJ\|D1 4=V MCJR9\|F2Y\|1N*!-
T2#S\|Y=H=;Z^Y\|6TE\$QA MH'A960TF\$E@%S@&L*J3R\|);"L\|!#5_2LY_QG/KXSN?G;#R_V6Z9B;PI-07
M53^UGP.I,"MP"5&3GS+|_5&HL*F*47W)+EN>&@&C&5<%JZ\|L1U\|R_/N\|KGO*O MI;Y\|Y+L=;*.2VYN
MVZ\|CG.&0.%><(8U\|Y\|G(86K>*6W;17*OV_7R2G\$C\|M MEY>
|DA\|C_&R">O3A\|J0&V\|_H6V;E_ZDH9EW\|H\|KF%=:ZH\|RG4%!\|#+0>BW, M8*(\$K?QFT/@2G-
D;G9'_RG1WS\|R;_&.;X2FNN_Q08H/8"&QBG388H-5ZY0 M^?
LL66N^HB;7WK(?@2\|1#3F"ANG)/A^Z&&>14#H@PZ%W0+>=+#!HYD8./1?> M?>7U7KUY?
E+^WV\|JK(\$-&02F &);&^W&.%N^@4&#*RQ\|N^ZN:2\|EL M\|^|VTC6Z;H=V- DI#T3D.1%
2K&2ZLH\|0.LL)NIC?)+76A<&%U%CL\|INKU MO9L\|>F-WNW^+7M^X>1B.)+S* 5?
_R.@\|TG\|Y^=0*.XLX%3A"HI\$=|DT MI\|YTWXB)O*F\|X@MZDO\|7\|I27N^%>%"P8GZ3\|LYT'Y6@32-
(R_L+=&IDCVZB^Y3;8^9 M@#8.EH>SG0*",5N*&8UR9=A%R-|\|@_D#O\|14T@?YX#H1#FCH)-^B3\|H\|Z
MG&^QO^9=S\|Z<)|P\|TE>H=KQ\$R\|UM@BK<_ \$8D_(\$E9\|HP6\$!\$<)|R05C M\|&=VZ(?
*+R\|I@HQ"Z=^I\|OFS&)-PR38"?\$5-)\$.DIN44?\$5_A+5\|3\|O<@V M_& MTRMYO_N\|^L)?E;K=?OQV\|?
GE;R^8'O5KLFQ"6\|8AK;R%Y52@.DI8WL M):8 PAQIK0W*D5=+L.FT7Z\|L^?
MCKKUIMMFWXO'L0/#=&.@5RC_N7\|28_93EW0)*9 MJ7\|)(#/\|JQ3Y.9N9\|H;6;_0^Y>E_9D?ROT*H\$%+?
5\|YV/0D_(09\|&5D#QHS ME0"#V\$%3L5B\$#IP;\$7%DY%3?VTL.G\|J\|X&+LU-C34Q\|H3;2K9NU/\$A4*%(C M
PREQ#JXC #NOD8R;DJ;Q;B&|>-0.H7\$;|\|5)A\| MFX;1A\|Y-?@G\|TT008\|H63R
Z._%Y/G^Q&NC5U9;JUVCOL/_%OS&JZM\|^? M;8\|)%XH5@#%4 J1R"02\|J7^E58#+I!^SI6)
B'.BQD3;M")Z7UY.1\|F MCAS%V;TX;A\$O)?8K3V+P\$(A1B\|JL(0 &<.
+5PZ+M&2%5K"W.^DOF?IFOW_U^BZ\|? 4Z+ WO"@H\|VS)-P#"K\|N5.M-2Y\|OV2C"2E7;VV9\$Y;
M\|H7*6F\|C\|5Y;_Q=TLH"WR.\|S7>7-L;\$R\|J&<8B @=J29UN.7A6# <%FQ
MDLHBAUY;H\|T9M;IEOI+76DSQ2F^_?08@'ZN?4)8PC1Q&B+|KVG6(D<^3%J MB_KOG)?
NNV^KT7/O\|JZVEE?Z.?JM7F6>S-V\|T>U\|OJ;+8\|=XYIT6&M9 M (&5\|C
OC;BJDI\$2AA7A#I\$+^8Y'%=X>^PJ^UU*OOAY;"JYMM5KMLS>;W;X\| MF\|^>*M >O@_REXZ%4_F'YV\|5

848@)3(Q\$ZJ&14XWZZJ?U-)3KD:%HAO M-?Y.9'=%U[71C9O]V(R;;3HX/E1,*IS:C"1"\$5LG&
[9AQ(8;f4C+*,CV MWT=HYGV_H9(JN=2IS=I%;SLMGUW;K7?O8=[\$/-CJE3P%&F*+7%+/+
MJZWV\JNQMP7%PC8F%WEJ)*Y*Y(3 +GN\$U18AUT(7A0F9XJ1P-9W M_<1F-@50SCSSF^S3UH;BH5O)
%0"45I-60**, (G.@DH+"G@PL8Z"!M62>E3
M690H7@4',8,8^;I:20/LXB78/EM'NN7:05E172J_5IGH:E5Y6(GGN@S@O=X_1?WYHX_
MK:PZ/918(8JM=LFPQ)5XF?S603:9W"/*U47N>R>Q6ZE5GS;=MQ:U(<\$JY21@<&^5J+/+S-
LG6_Z3"/=30('M^J9MWF2GW+G&18X]=U;5;)C4M4N+63H7;1%?2IN*:>'L<"D3\$XCLW^J*+6N3
M8MW89_JH=M_ZN(1H+BGA%9#:71,3L,RK,4"5A)!2WC#U1'4C58[2.S;\$5\$6&O&JB./1/9,;:&
MH1G2U5Y3"(H)+W02"\$*J4(49*\$8^TR4./MM";Y.OTM^?3.B5*J@IX?*LO'.L*A7H<[(XW'J^1/?KFW\$
MM'NGMQ)\^1^U)_TN\$4"\$9T6Z0+08(Z1QP+!"\$%:%@#"G>=#E%Y*,ZMH2S>S
MA+.;ZFSXR|SUD09N%G_M\|FJ_TJ?I?
+TB;:B4!)5>0D,%@P@4Q0NYI@5\$G4Q*5F)P+M7C;)HL2:*5*"0A*KE%+P(OLK+,+2\TUK9
_VD:'B,VLFV=MI)/Y@8Q_M\@U+TT@>&IHZJC?9N?S!:<^(B8+4@=
(+1RHC@M|':OZO#.U%KDS_7EE*=5U MLTA#F@M=EER|!KNCS0A_6.P2J(U M5!@":
(0\$J_0"4&*LZ:@4@D)9RV%(6%W#>OPGH%C?%C@^/C)\$!.^QXRP YV;
M|'9_N.RHK|>ZSUD&MA(>A'5_M('"J?IYB\ZZ2WA;Y)&XFMA+ MP,'"XN\$5EJLQ|I+DK-S8[XVX#;JS?
^1O?/^1M?^M/8"7X)3D3;F1&V"L2@.\$ M*0.<(PPPIRO7QC#L-
USG@O:"OOI/SY8;G:6C*0X7LN_XM/4+;/91D7I(3C| M;?XALJ@B#PMZJ;.C
M3R=T%IYRPBNNM404PDAH@(P1@1#;_4%(0DF%".I"V\$EE9N6LYX(DV.VG|O+ M|I S;IQ+;+%;_@,TT-
N<\$GS?&F/7<&'W>:+(*H?YNM,6HS:~0+>1M?-2S'_9;KG2;7K;S| KB M|VZ|BG/#;:B(1@!Q;0
E*@<%)*K(<4.)WSE,3N?|YI0EN4MYNUJ^?D;M6#/1-. MT2N5M6Z5EL"^G
_D2P8XRC'("9&8D**48=EYP^1FMGSW3=5/>&PP@I*?;Y). MJC"5/8A|2KB)%;(?
&MH)6QWY"9FR.TH_L>5J(P*WMDI9?RMV/M!;S;XCQY8'~^9X?GW8E*,% MMEGPP|3/("1*LPN)
\$IXH8Q0.ADEXT^!>^=PR X?H*,N3ER").OMK^QA^? M|>ZE^G5+!_F1G=E(%)=HNJW/6'S.P7IP0BT
M|DVARY&#|O+LR\$23%>382%WRXBMVTN*74;+?H0S&%XCN@ACOMV.35=P9F.O* MWM,90>
)5>XK"IOE:X-8)\$3P"FC0%)2RJ+DIM#J8:T_N:~S/SOA1==+;JA!
M.TZH\Z1V'.YF'1|_&FZG%)@FYX>KGQE)AU5D_DL"D")28@*\$3I8AXT-SX829 M!BN\V="7H|T.TY:CS?
I="N|>Z^?FD13-Q|PM9;K)_YX,%YVZ7OS|VHG^>_M;:YI0'FE12XPT% AEVJO "L+#&@I",2|%
7#8>4S4UF_5;??&R|8M;7 RN9XR6AGY.(E50>T%1V ME06-\$H%WY36E6CH 9-CZ)Q_VP*E03>9
MHYC5);=3;P%#AA/.EWP.N.&D40"\$Y1H-BS:88=3SZG)Y1<.\GV43C3P:YV|I M^+Q;K6U@>+?
Y(E:'P^3;M;J/^&ZE=?|VJ_1789?C88O.IWPM|D)(S?->4) M(S?UJ>^_U;K??:_8*|*J>?_ILO|?.S7*3'
9IH7P\DON@N'@?;Y9X=N4ID MIH|KVK6|?|H|O|O9KM%I_>JBX*+&N|/L>N,A 07@.D>
_RE(J0PD\$CX|Z>UJ MHS|L^7;0%X5>T'ZPVJ=[6I> F.+;Z,K1C72 !B MM'%<N."%)?87U(W?%Q)U_X/
MYQP(1@4P&%:LP\$R5.*BW|C6)F4.(PK|OOJH|E|2=N#BIW#3I W3N%90YZ.| MW;RW)W+7;9;&)
6PG|A\$JEA|X%|;|?P\$M%"@R(IS!_?GO'Q^X_/RL=_LW M&^YD@JNS*=+_NTU7568-LTA)14(0;YD)R|T
8X 4OK NA*BH+J1\$EWB&^ M|V9==8QDK6<9(Z5^EO=,I=N0F(C -|3@>F>JT*C%\$Z68@X0 N(.%~!|
M+>|8?J7+.ST(5SVP1.)@.66.Z4(E_'LY"+B|3#SJO3JP>7-;|H|O%GKM_U M|Q<.)932|H|/13|4X<
MALW>5.E"KU>|!/?6PB\$).CR6G99_K3Y^A?|VL%9L?|X|5\$Z%UM\$T8;\$+5I
M)|GH|B)-8E|H/K*KQ|3J|_7ZLL&'G_=?3OJ?'AXKGM;2E|4#IC3;Z?;L#NXI|HN@77:3')DQ).P"IM67
UAPT367RLRR/758>*#RP+G@.C*+\$V@P7Q\$#&@);55;B34"2+LOKHV9VZY+|0E)5H7(K?F&#L'A|A_485
55&A MA4 M4VR..I9D:K4UF|RRH1791 X*E)2/6,ZY8\$M,OO)SVU,#XQD+2;: M/K0'D*KFKRA|7-
UYP\$LT*KZ8C7#_)UP^9,5AWD37K@&*A20ZU*HX|4B?;I?
MOO|XZYQ_>+U6V|)VLK6?.I9A2DD)0C&PJOJ#!@H<5A0I"8UDQ.O4:9#* MS-
;GEZ^9HYN=\$@|P)WJQ|^?Q4D@ VI9^SD^*0R',1J3 M;M 3ZGUY.==GCAS7V?
TX0BC_N4JNQUU=LZ4^;NZ>=_O-%ZOF#X(1 MC#@5(\$>2
X1182/NP@"HD(VVH;4^1>5M?;HS6R\$#N1=7/WUP\$ F/_M|Q"5 MZZ\$M6S8"5'04/P|E1*5,\$/5
)OLH;VH=A2N=#F;@XT @Q72E3B#-@T=,(ME:~T@P9M=)'E#)NO/&<&SONE&\$-
GGUS)_URMUY^>>;_2H%\$44\$52L@+|_4 M LX\$ E(4HBHH@3GS3XGH(#"W.;LI9@W)\$#7MP,+3DV3-
TG0D7XSUU21EB M?Z9)&VER_#|20-O2+|FP.>EX;T\$+TL_UN=\$8>"ZR"6L;S|X&? |57K "80X4
M4M8)8I@P=W)6\$C,X81%1(^1%UO<|I#G2L*09;B2;2L;U6W7<|T0RRPV>D5 M&BPGJ,"F
B4G%4#&QJ.45=K&HY71%;?8/A#4!782&A%WM;=>\$SE0L309&J2 MG&'6,T#)\$ZN?6*D:N-ZM?
ZRG5OIQ+MJUMK|8&35QW%*9\$|9?-ND3,J<"4 MXIAJ'R<,B\$(+ "FF\$E;2T\$+&38 =
(CNS2IX.A>KMW#|U_NL@K'XJG|ZL,+WN MPV;Z;^DB8?_CI(|#O-?
O4|HG_TJ|?;=JU%=7(M1X\$U8(1S4_344|H92SPA\$@'Q4D)\$XF*G*<@\$3J+P\$W5X
M\$,7(&@O.H?"3YGP.A><|T1V MN|LYY4^_/?U^NAKW?&GE8UECM7CIE"<"\$! M%MBXJH8<<.
|~!TH.*X\$Q,BJL-8|_19"0=%03GKO|B?MAN.^S&K@AWMC=Z| MV P|6NE=X/SK (#|_*)Y0
NSC"TV0|M%WIRT+V\$0@TGLY3?AP.0KB&8+^&E MNX(% M+1&BQTA0CWZ<5!.YTCMKL8\$PLI9<0-
Q"@8UP I+ UB@_F2&7#;_8K MXS49TY_D4@'7O>L|=3*V+L2/L.PYM*CDB8Y>@'(V2*.BP^ 3Y6|HFO?-
V|"V*.NOY5Y MSF%N4 \$(00H@BB\$0"F)@-"D@*3|ABGO;OP%".UL|1|F|N_)HJXGG|OW/Y(|
MT.TAM#PL7B(C.PNQ<+?Y=*W|=DM!=9:<6A"@)8(ASHQ%PO%FS#OD'#1A0^1Q
M9|@H#@S5S|/)YXJX=K2-STWL*X*9 0%VD!W8:<88+DV@\$="|Q(AQF'0%94' MS9E-
E|=4B;B6)3YX^D6|B5\$*.VX#+-'O M;IR)L+;FR^IPOFI7= 4@_FC4;IG2NU>KG7S<|)ZW)QXX880R
TLWZ==D;_* M4%B6H.O;_@9AH<-J-L+(SVPX3IBIC<89.V&6(A|6/Z.Q'UAA|F.OI^R%1L2
M>@2#P28E#H9\$UB60^**&)@Z82YL3N4J<^7&-G5|6/1ZE;JBQA&4%!*|*@ J6 M RYS#;H*LES'D'.=5T.U|_
YF9S8DC>J8-D9-3>S#RLQG3)0^S#1%"!QN 89D2 M*7H/D445>EC02\4=>3L0?H70PW<^)^_8&
|S\$Y6ZG.M0Q_4@*XVUD:X|J5N M'"D&K,0<.\$+TE2RS 4-.#'@0=+K>SNYLY CGFW6V8X?
TFP.J^=A2CN\$FY_F M3H4A2GT=T78XC\$7 ?IV>-B|J%@YUF2.UJ|J|"%H(IT>HK2H8GN(?*G=J_\$
MAP";=3T/N1&4"E|<4\$J|C"##&)A9P)7%;19PY.TWMB88 M|K>?
8^~OFD=+&.Y|M|+-4;3=*TE"!_I_<5|Y\$|QNMS@|@>C&R,8O=UJ52|Y M;#)|^|S_O-FN_ENK|Y>B6AD)>,5

TB9>JJWF[-(2ZEH00JLP[(SA@G.GI%Q M))_M'V;IBEWQH\LO+?J'L'2JP@N%3YA^OL"S(<#;?
2V00MHT./&1,U15@ MB-C2G0P!.._H7N#S5I@/V&WW#S\ _Z=V7H!;,<5!A)BZS1#6HIZ8)H0I-(4
M88BD5XN"V5GWE =(3\509;V6;7C90A3.4+ M+;
(EW0*TVM#SU_"FL#^MJZOJMY^Z^V;F/[7];W_6=WM\77WQY@R75N=0&H M'"**(. HEP
R\$LL\$=05*G+?_K #=&;6BP/EK"6='6AG#7'_MK%#2_YK4\$+Y MPW0J4O2@QK(>@D7UF!U;=
[!%VLQI"G7;>]7D\HWD=B.U5O5,T=-LF8>*(DD+ MUXZKL&J)!&* \$!T-088+44I4S-2T+_Z,RSS" %,-
2JMA&A M%NJ9&S;-H;KG;9TX&OFP?;#O6KM=7LYOZQ%8VG2I.RB " M3\$&Z3K#7GX7_...
[+;%ZHN4Q>[W.&BZS=^W'T3#ZTMCPIJJQX900_ '\$\$F/+O MKK%\$YBI^=G5;_8&+A.XJ.>MUU/=;ZM?
MILZT*7PPY5_QR5*C^3_"E-66' M0F7KS3;Z2>^Y7OJ^"U3AYLX72_NB.ZL'(?)1N32;[HG]G'S>^[/R?D))=
M0H;I6#JHRVUYR1\$ZVR/3KQYWSNRR25_I^M9N=[N_XIOM_ M%_XT_/NL'E%-9 M(BF!AH0"9'
%J#\$\$:"4&R/IK&?"LN@Z_.PO@?CJLXW+M'G M\$-J^TCNY73TYS_/0J88;5-(*84
HM%H'"02\XM+^*R\Y*TM8;H&Pl;ZO> M@?+-X3CD)CNA'M\84S;I-VGC;INS08JH^1VK.EX"/
))^\$WZZ%+YA9B\$&VI#>%!/: M_17#E+PI8_0KWZE58#QH_0T\$)ZP9U2H]+=V5V*.;=Z857;I=O;I=_5!T.;
M<0%Y48*.;+=#;@RHDM1^E%_1H8G!&/NE>8;2#M'(J(3;YK-P7I0#W)_%#U\ ME9F0";-5YY.#
MLQHDA_?IS3>9IQ\IUZ?/^WORZ;1S7?<@9J10Q+F_0#?S26_1.6_Y4Q?;2 ME88\T/T/4)O=A;TG&/SO---
^!*;.;!TZ#GL+(Z\$1@=I;H4\$AE\<*%< %!/:G8B; MO#!(2IP77MV)\$J.5X6(?L;+THL8I#L'DYR
G\$CYL3SE+9KK);KI@8\1AIN; MFITKY/6YCX_NAK(I/+N^_ ^YZF5T^_(DO\E04;277R M>ML;J_N1.\$?
HT!??)7UOUO083;OL.%14K1%5J@)66_)45_@R6"B!2EKE02'+N ME?XX2&7NV^#N#L(8CT-4Q0!:@L#92Z
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%?I:%NR7+3LP<4C;I2"XE^AW+ P> V*X0^CTI9@F MZO\ ?%X\I;W6G_A.;>IAYU*5W^S5G^U?/C;.(1)";.\$%
(*0D *FR!%3K/'< M5Y#D.9/*O^+!A^+ M_A0317C!\$!)/3%;D9W4T\ 5V%TJ0/3AYNH^"RW86SU
KO/6ZB\$01B;A;=? M7!JDUZLR8Y_T#+7JA08J)(9-U3"QCB50=;+0H+@_K)<'SN-^?E.'52\OL/G
MS<7"S)S+;_JW8^U(78+BVTE!"!P_SR=6X/@.PW6;<\$?NYECQI_0?V^LQW"
M<^OZ!4N54]=!8=EVPE\FUNEZFYP_/=\$7ZG7ZV;1 M3.WV"#>#W(56>KVK;?
M[;..MW6JO/^CMUY5L;H/>.;JGYM*Y7;I2C.L6J)@_MF.D\DP-RH8;\$*XQA)+4K*0
XRY&9!;&7*L@9JW>MY"RUR8H9C\4_.S.G^D MSR+;A-V^>WW7J&8"/18?1CLM\W;I=W6;WSTY83&?
DEL(Q MD<6I2X%_1L7HQA8E??BL'Q_;/C524TQH20&5A&@&\$(07<_A\PHM";
ML;+DS.L&JGOYN0^@#U4Z-<78JUG;_R;Q^DR;IXVAX@748#4)<6\$ZJ.SY18N
M/>H2Y;KNJ/I6#6R>|AF;1.16G7K\Z0IE\ZX_7;W4=8J*G">(T)(31Q799S M("J"@\$\$5U
+;:@(AZ#=#3SI+>_HIVQ<'X_LSJ;1F)'. " D&@R^3@C\$D).#7;#4^61DA5+;9>50?YHC#G.64U"9TEBGU-
VW5B4! MHBQ1*JJY"JHX\7Y\G.?!PIQD35Y5Y_X1>POPL8>/OA+5MX04ZG"*E*";X7
M7I9HIE.PJS*8IJ?"G=;[N_?=#;C6OW2=;JKKD.YRX9E5R)!'*U_C_);JG'7;5;B;)WQ%";(#>SB;/K?.UMH.
<>NB_U3_M#Z[S\Y'W4B^U8\W!^G\$4D!&\$5+EF0)>&N\X0)."(4D_Q(TA19..WP-2>?F*S
ML_/C0I=8W>JK3_I+4KDF;%3!%"A"TERP%DI;\$\$(RBT#AAB-4JXGYPO"J_M#WPJMI"AE<-
X>01@TT0.16PJM02;Z3(3)<1+BDF#H&P2'18ML%0M.?5Y6+1 M8=
I/@M&11Z;Z_%N'5>_V\ZTF'RY@I[M>Z;=\$P)25&2P68-A@@BB_0+DPMI&\$&
M(@B9J@)Z%O<2FMEJ/E"57IV0UN)#N'A8F432AIF.EFCFJ#;EQIFE&Y.?R1_M4\$O>)#C\$&9YX/\$*
IVHX*.*GMO_)3O/CDIQT4MV_/FH1A5;M9(?^K\?5_ M_OG/YBM7XCP7K.(8U78X
5;4V0J;YF0+F5!1*/8;Q)+/XF9C="I9O;V^1_6_M;22<[S>_AX<)FBQEF/%H#S2BS\$ZW;(&=8;8*!
L#XASV9/U>|B09J2;0|>; M2_9M&.#\HD/#T)-QAR!'RZ2_ZO6S;KI9OJ7I!URQLE2R!\$(B"1#2#'_D;2@(-M5
AK;_H3U-VKEI+;UN1E9SL0SGYH2/_DGL;VHJA'RZ_DY D(\$1Z.NI;\N9 M^/=AEV"-@GX;S?K3?
N+=;OWTO_1JL5ZXAK<5;B(O"L JD2;J*L9)D&H/T)I9N1WE M0Y&=RIQTQ%W_5TL^@X'-0P;@VE/M1'"\$*?
>#;.\$080;55_D_%R_8&1?Y MJC^-(QRN1F?MU5YRV3\$09P7)=4<"EL%I<0_YHK@E0BA_%B!*2@CWL-
WO^X*?% M9ZL'Z>V1AO?WJH-[Y5@YPR.Z_9QCX;>BT1*&*>5MT^BI(90P;R+_U09WF=K
M+YN.W2765>YTYT;3TY7FD1PX2QNR"PZN4*TA0\$O%_5T%@6
MU!4;\$Q'99AT\$)MY=WS)R=B8S!%;NH^!UV#AN/FI8"HTPCIR A#QV2H#J;.
M7>DBJ7TR60;\$JLUK&7HGXE3LQ^? ?WS.@8;3I\$&L/[. M4B\$0ILY#PL>E>DERXZ[-73H2G%
IMZ\VZ[6L9B*^ MU5(XGIG6O.C&&9K)\$JWJ653N/0S='4*8.*I-7X*!VJH-U3\$;A.W*WZZGK?
M_VYU0J45K3\$M_204=?_%KLN!6SCILLQP2HJ%_RNO)PC;I9@VEI/JH!_K ML.0>GE;D/(738TH?XL7)<
MBA0ISOLY#CIG7UQMOCNWYR M^\$IE?;?^+OAC_??=9ZWWF>)_I_>=\$_E&Y(-NT.GSRWDI'5R>.35=?
XH'^9@J9)BE;.0ISE=;W=Q@0)CAW@9=+R[8VF" I/_ID;/Q@4_M-^MO={MM\O)?
VXXH4HH0&DQ.1NJ;X/)-482\$&.9E_6"@5U-^B@.;?>5\!DTSIH' MW;
<^;/_R"ZN_T\$78G|>^40EI_-.Y..S<@IG4JV-KZ6<(0X^(?+=XMOK08?B
MV(ZG(Y;GL5_/_9+O335V%Z<)+?I2IN57.T?RK+D7%\$\$ MH(8H(*5@!-
*0\$5@d6NE\XJP;&.W3G1VL]>RD.F&AS_5IH#_3YG30A&FUD<; MCOKJP^DTYX9^_QRJ8
7W%S;1JGL07%3I_0&X5/^_V_-0;W8.H=?ZLG+EG; MLMJLWUBBK_?ZR^I;.*BK'<EFZPL.&"D-H
03B@LI"NC5(-R7X;S|>4.^ MJ^EG)POD?W*B\$8+ M'B(F;I8P1&OAA@L>8E\W7?Y*4ZK_ZK7>LL2;I?
J5GU9K5-BOOK;='1Y8 M!94090Y*8R\XY. "LX A)HHPCBTJX8Y^2,49_?P&-IU\$Q%^QD&8HH\AYZ?J
M"=\$(4_93&_Y)9PWM=;KN*60B=1^CMJC">XI^J?^*KRV5S?OIY@'K BK;28L"+
M@@!4(OJXX!*4BFEEC\$1\$J;ES>7_?S&X>QE)1?I_G<=KL2;S'7/C%V90)@"W M0;OB^3?+7_7LO_S\YI
6EZ\N\]6G%&ZGHB;17_UTG8MYMUKO-XTK5/UBC M^_Y^#JLDS7OS\VK-+6W^>*S1?
^GSP(OB!=84Y#8<<17T% AEH/VOP#G/\$=(D MZ'0B"5G?+JTGR.GV0NKT9<8;3XV/P.X^(<19A&7^AR"
MS6=2W!+9TS0+6I@D\X;7'3+AYG@M_IO>MU\FZ\^I26OWX|=>=5J_7#<'U MIUMI?
=>)Z)WC(N2E%CH@UK(0#A\$0_."050_)*5)1\$0M>'R+^JES_I(&.;WOO+
M.D)UX/GJ6E\$|^R'Y|=1.;5^D^9;1G*^)&C;.(9+*?59P'NC#3YU"K.Q>I M.T7MUQ;U(R_9I3AJP>8M'(!\$-
BR|**&*AR02VL4L4).L<;7'WJ\O?WJ\^ MJ=;CTUQ BY-.5!5_2H)!*@H!"P%\$#G7*FB.)QHK521/((S^V)?
OF;_9;0 M#)I%>0W&L %((6*8FEI(EWX*9;L(S.HKJ);<@)E+I<7AR?IGPL?EW=K-WIE M-O^?_FG\ZY\$J5_N
-847F(SKRU1)PI0F4.B(P)/=DDR8-'ZQX.*CQ;O%N9XEW0-\$%HF2!=-;WG\W%<^;8@/!?
6C4JHNM3'FT9?'+AZN(4S(!;EVBT?V7Z3-9QDEI7LAYH9"Z#Y4W9OLA>&LMN=MLQX_7T%)@/_MQ+BV

!G!#/'/X^8!-P#EUS.J8^3!IZV6JWI-^!^!W5S*W"[9;/?-AFUVGU>/:G&G!^L1/5)KT.VG8"J
MW>QW2FQ\$;*R/I6D)N"\$,*;HKK F1)3-!W81'2V3\$-8-% M@1USQV'T"(*3@Q-F;QPB6TI/Y08\$-AI\$!-
:"H<-44*IRKL+?)H6^'QE9;M M^*PMV55C8?WDS0^>0E!C/61E"\$8;\$%=IR(N 2LJ!2
D\$N2*X")EQU\$)K9 M&%YV)DPSZH/*3_O*(7!8?8N2O2IS4JFFU!51^9!MC!9GUHU!GR5%M/'M19>;DMB
M\$,+T=T#^A<;U%EW;IBSC6HLEM^4 D7W&M5Z^\$A&IO-GPM;L9EI-UJ!T7OEH_ME!+#@&G\$;AB#\$
2)\$6(6N)#"4&J@;)Q7Q4N/NY6?67\$GE"P@.)LD9%PBT(F9FLW.A4_42FU8LD%_JMY7S!7HI/_/C^
MIR9N_HHOG0>'G+!C!_!VTIO!9?*OS5?K1PIGD,I..T!\$A(ZOI03@L>5\$R MPE@NXAP""^J+N0C9D7!JXO?
YIK= _08P#-!J!2_U9K\$;1@U:~!Q\$B=6H?PXOV_M!_ \$Z0F#H4."%HGP3_XIYOJ-
:WSP9L7%ZG&U_!9>L!JZUK?&JJVK-/S9?NL> M"E20BD,,*%\$*(A55(8PSRM**0& MO;"P%9?ST*
(D/?/>XE8(-!6H?IA@_!DEORKWGS:J2/*!D?&R?#E+K 6N8 MU5;5&-XF2O_!3/8*&PXA#Y6=9*#S
:TE&"@9S8,SK#93"9RF(4,D!9;=[VD M&?*@!f
(GWI/IZ<5S&EY!\$87U\$J_53;^'8ZL6;I6R'^_NW6:WYX_VUV^*/U0 M&3>>P75+ALA&4E(K(-
SPAA)+2&&)L91>X!6'R' MH2@BE6R_9S=*D;D_*J",E@655%HB%*%*>>+3VS\$C:T@K+J3P7WB!6BQ0E3
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MMC)ZM7+H6NU^V6UWK@65J_75L7T;Q_<&E87C!@%9!^5(H2,\$8D8!5D%1'6 M&1;J!/_B>:'J2!OF7G-
4P?P!W"D?QA4N5^DZTW:V_J!U=^-\$E8J!_?@*3 MX7W_!3O*3(75M,JEC6A9*P0(B\$UA%
<4DBY#L653%OUTQ.Y!#NKMOLZR&Q!N;Y37!X M_+!I5W&G>?K5'Z;ZW^9X;J&^MPW.0.MGI=
!7;/KL)XK;+!|Z&->MZ\$"#? MO^3% H_!U;Y RSSFSH!MEX\$5=5-513CB!S2H!;6!+Z!3)LH!_Z#/_UV!2F?
M2YCN-Q_(A!_TF8WU7"DVZ;IQ\$FT)U!MO^@&W""N\$4UX_Q*Q5H#R70!52T5P82*HBI"W4V>HS;ZY?
_M*T3?K;_K MEIN|V!F4.3B4Z0+TZU;.)>S!XC%1.17X@4\$Y5/\$C(O+S!1-U_*J4XJO_M?E?G+RW:
!J3WM.5!T/15B"W\$S;?^*=CDWV!JE(27@):80T0KNR_W0%<;I@B M!;.>5Y!UZ=>+S^X;*'B%E4UV8!A
J+E"M/_1J"Q^0%C @4H?;1@<1K?;\$+*! M?
3WU5!7YB)MC!7HC_TY0OZZDWOTYD4WH%'+0(O_R_L9PUZ.3TS!1T/Q\$9+_#=
MY!NU8\$J^4H""J.WL0=2L%Y!S7G6GU"QN!SKH7@)X>?&I8
MWZ%!'Z'R<CFRMN\$=_;,%H_ZX^7GSO+;O!1K_M4A)L7S_8Y"4W_!5* ZI@_3@TK)*5L+;#O_9Z@-#;J!;.B6!
(9Q!W64L!L"2@_M#R4/#R.1!&%*WR=VZCZT!L*5@CTO;JLK<"(%%=5_V//1ZCCJ;SLC!_N*)_
MO;9>U)=#;_NVI+4@N9005"5R&f;K')Y!OQT)AQ"N45P7WUDL?BC;K;_M" MW9ZMR0,YX2*X)M@?
20_=38U/F!(G@"9.FT/\$'51KKX66T^!0NC%Z+;N M=_>_OK!H)=/K^W9#BI8CGA> @5S&fL300"#E08,45;
(7.14^>MX-XVY#=_;
M<fP7LL'JW;J0!3O0FRAKX+>E9B19WM=H:=\$V4._**0!>&_9>&=1B!WEQ<f;F#J!>;OL#LG0Z8_4X%
M)H(79J=><)OW=f!J%1)-QT4EDVRZ1?Q*JEFX-'(N+!G>^5;Z'HW;JVB@4
M,5(*J@L+5R6L8A<5\$#27(.9AB1@=@=7NP!%0.JJMYN(LN6!PX*>E6G_-ST!G!/WYK!fT>0Y2&45960"%
MK7!Q\$X'HL!V&^:L*!RC.LJ1%&'R(8Y0QW\$OMM\$WW!AV;W#KP59PK>:fO;
M2NZUZC!f_YM&_OADA>\$E\$!H6;fE<3;B\$H"71"6EQ)7F+!\$00S&%F.5N!f!O MIR*[A\$S"W<^N+(5FF-69
&2PH4F!0"(S-(F518U4"M N35B2>;,W\$!N!f8! M!^Z=WCYP_?6/?+>2#Y!BEA>"TJ-JBB%&C?
HK"6"TIH2Z8K'#16O)*S":f MH!JL%IG:O/XR+>f!\$EO#Z<&?
PHS1MT8^5F9R9*F8^67&;I937!FZPFF37'2LPP/W5((&A9R,,S5O! MY\$!^6/WCN?
E6%:SBG"\$S!"!71Q&"\$";N1MY6Y7'Uf!+V_OVK MUW?9A!NW;_Z^MJ_<f
/VG_6V!8NWTKM7JYUW+B>I;S=S*\$R M4N50 H+=%;L*8?Y(SVXN:@>R\$@^R%A>C+"|@/6.(MH/
\$QA,3D0F+/KR315IC!-<NKP!N J_O%_U7C8)<*XGY!M!G9D%A6JB", M6KL A749"B;
!T4)C%:54E"F=E...B=!^48D!*T3>X4 M;:Q7!ODRW!E!FOR!6C!9,*" U=F5B0@)& MJ+"QIN%(#
OL%=&2!?:7* P;K(fR);fY_F(C-3?N\$6!^2^/+ M%1=K9-PCRFG!XKY'(L!^f^RGQ3_!S?;C8J!?
=JN'BT4M.W8HDE>fJ("fA-M MO0+ 4\$(!P214BD!fJQOGJ,?
N27.@U!8:">3UDRXKDDT)AT&#K/0^!D@&\$0< M%PJA\$7MV/ Q*X"ER;G FG"=!?
6""SY2!1!T!71Y>9=ES9B^!KDZ<_=\$Z*S%\$ _M<3>;5=KN7KBC!>f5BXP!\$;F0&M*7;Z!"@D!f!0!9PH: 76!
(K\$#A)=)JP! M!8!J&N?WL;ZLWHC'U;=.*0+QJX>A!#MREHY,BAG!2'F&6VPO"5.EN0_26C;: MW4?
LJZ1WKY/_H^36)(&_F2,C!_S109+) ZWL!85\8#;f-31^VCM-X#"5/:%UDS74 M\$J:F!fJ2*AW!fL"R*>B!
EZEG?<_&5!#f!OK;U7;O_6R@IE<5S!TD;EC%B!
MTP9H(5F)#"X9!^>^T\$%@YACB6%9H!E>2GT&AD>;,%\$;.#V!D&Y"Q?B9F.E
MXK'B3JL5'_M0HVK\$NT30*1_>V_OZO_NKKM*PSN?2WTG_%'_:_^CY?_?#ZS\$ M)B>L IB+NB^<
%2!f%&Y"A(&XT\$H%5:EYT%SF5OA8EO4F=B/W@<fO9T;2N_A MX>!=L&,@JSE8Y#;X2M!9KX-?*/Y!
fH.O(f'_ \$+Y^f_F#(WILP5DM:A"/'8#fLNXJ7SFE28/C=2^ZELN"QA6GD!+ "\$P
MRIWSFTBKFD4759QS02YUX^*O23NFAJ7W#"fRWQ=GH!OAKP>/RGG!>GY7?)Y M_3W!.*9ILCXSXZ3F
M3C"^&"9P.XSFT\$#6%I
MJIP9SDC8;)4TT\$5U4C!X>H^G1SOK(5DD#'(1KO;J_6;DG0SHG&_B""6;)88N+%;.*
F!@>@>_D_2BX%FVF6."\$ MT'<-:X%'OA.IZ(GRFUVM<'_VY!VJO=Q9M>2TOC B;@;,>?7_O UVNHQYM/
QOF!_A42B6-MEPH#R(0&B&D!1\$Y+^Z;L;Y85;HR9!OS%Y&9-fAFKUVE...@9#YD/U(>-O M.Y! WC!_f1(U
M?#;RS%#*S;_U8\$TO?&O(f&^VSUJ=^"O_5PY3BBDQ%5_8S8EPSRHH94_Z9G-TNNU?'Q6KHADG?
&&*=>>PG%UXW!CF&HG61TVWD/@V!%4 MD&W6F?V;5"/=2;fK;_f!T_X*8Q0G@H&J8-fE\$H5_)0<
ME!#;STCF*J!06-0!ST<4%07?7GPPL;_ ^6. A= O5NQ.H M&C;:HS2-RH-
%S_5F;8_X67/O8;fN3H;#UA;BOX!7FW6NO=f!7>R>WJJ1Z0 ML%;NF='NWKRSW!f6_7BY)^5)\$@C."
('F0!""\$G+B5107S!+;M6!-?f5IO^>/9S_ZG3>^U=(;_IZ_A'8PB8/8S/2."%V:"6EZR\$V9JX&fV7!fM
M*4.SW5?_Y+(*\$4PL*AOB@?HTDA-6"G.6'V0G!5Z?M3WYKU^=\$f6.f=?W;= M6'9LF\$!N_ OSWFKO
O@IOGX.?09L=W3";U@OF*!+!EFN2Y(f;M5QP/B!JO23!=FK!IBT46VO#5MAXJ<4B
L";SS*GC+CM(W;^MMV\$CS=7ZDWW@ M!6;f;7^L!>L;WA?f_67W0.GW+@V!f!564#f!+P\$#-
+"-8SU7.fMB-1#NS6!L9IM-R!\$+T(f_U4Z=<-Q!*WQWC6#2'&'F*EY*RMNRQ4YSP!5'#4+D3#C7H?
KVVV/_fZH W\$ MBE4ET+K@_.60 H&@!;PP*#C1&'*O3MHO2!fM/%H0^-fZSG?_D3484,5)T"8 M=?
GP^NU?;f_ =O_fINBFX9K=#?W=;_OG3YNM?FHZ!fCLXOXFKK\$U^NW-N#f!^+M^_*f_V:SWGW8DD2/+

IT_W. "S5YIQBHTKUJUN[/_O-]^W/R^?D 22T&9 42Z5@JZ,-;I011 K!6N MD*X0\QH5,\$!C90/13+!OR-YDCK
;ONM(^ZG7\$#/#MB21U&'6)\$I@;^WR\$&D@
MJK!O'QP(^X\7OV%HS454ST.H5OE\HT+49RW\J\VV\K,WK\K\7N 2FLB,A+ MH(OR+?0E!
(R1\$I2(ER62JB2A,0=UR1F5CY,'NAFAW=T0P\G.S Q2\JF"9M MF-(%"AKLWO?
+DLAG\R"PJ"/>+^"E=SWP9)SBO=5V\;GYHML=JY56-Z-EA10 MZ5(&H0WS\2I<\$Q-\$34\$QTT*"E"?
K1ZD;N\$5R996MJJ)97R_WZ\;\$\Y.IMIO MLG?V..YYJE;S.;7;K^0N^[\Y?*[OB+(W>_7G,)T\A\RA@EA5 6-
<7@VM*#"; MN*9+A.)40<2U5R?)Z9!%3/K03F\KRYPY/Z4W5XA%UY]=8Z/G\F*ECK,4DT6 M-
AV=0J6R&R=K\YHQ>H4Z\8=3T+=GM5O\S>;5;U0DK;C?D)*%)@H@03E MJ1 \$\$X KF@N-
:HX"QNPUT-G9D4\IE^=D(WR%_I@M/"!.*Z6..W-%I93U2 M)D3MRP+K>SPVE\Y\;C?/A_&
I2\$HJ7)ERH0QJY\; H&I +G*M%1.%\$(OM OBR\3/#MZV8%@;A\@H-OK!PG7520\ "-81&A\+
<&\$F/ADL86# MX6LOKJ\@CF>2MD)QEELHGI>%S(2T"H0+4KKG-NH.(?V\X)4N,(JJ"ZXE\3.
MZC34,25\HQM S&^O2X-#F.)%0Y"J84SZ;6^ T!\^A4BJ\ M^/7#GS++2%@-
I3B&PUH^"S)ARNX#2F2%\3@Z8>7&25&*KCV. PH%ER\!"SQ6
MCSR^T*+%R=YR758J\^I8'A.1.KX0/Z\YDC^Z\(^?I6IV#XPC90^ _%*71*!" M*D Q4Z DO,IYI6W\H5L-
T\GIA/^AFIV(O(;*D)^T<*?>B.!\PP)9 X\Y\7 M-RA^&!\$H*HSH6W.Q;&)\$J-.@8NS1R!\^U\IXO;?VH<^O5\;
H\G>I9MJHB*0 MXEP2P%Q_\$D0(!51#%Z-7)<28:T5X6
GZ\$+F0KV94T;DE#NY>J&+OI104H_0QUXS\RI3KE'B*UI*&WAI!79^ ^\A0HN%L_8-UM'1\ M&=@V3D6LE
8Q"0PU\$*#2*C;E" '&*3%E"94.NY\JH3/SWMI/RJ)*.R+JL;Z./3XONZSYSYO56L."D/;.*D
M%I4\$2)H*4%@R8\CE1E4.*^Z5G#I(99E#F\!"5?./S-'VSY;=0DV/= L_-7ODW'6)5A0SEGGPRFRSM\R+
IH9+JLJ55:HT SUUP7 ME10PXCH3V\V4559)0KJ.!\;.\X\#POZR9SE-G\XYBY;>/D @,_%J-\$WYB
M=MJU9+/DJ)V0^8Z9:M?"#N>K=3P?<<3^UCZYDBX#_&^;1V6\ZKO-%_N\;V_V M\5PF(TQ\J3M/(J7=6'-
JG=!*;T\SB%6N844+ \;H^1F5N(#_4.A0.-!UK 0
MD+SFB9S\J7I2/\$+CVV\$H8H\3QS\$).\$M/BDW<07KTUR7L\$-U;TL\$3\/%5ECL^
M\Y;H\;S<_ZU(%V7U=;7T6NU< \^+^L/>I16NBW@IW-=5O=Z;^OC9G2_) MBA1:0P5RIJM)9-&%J
G)9,N7YFFL"@NOE1DC,I(K\Y\AZ;=MN.\$Q@+?PX M9\JFA;(.4\T+D)CM3;.=MUI?O&9"T+"8O;O<5-
5<\$^3G#9,G5O *YJT?W? MG# +ZKJ\;SMP6E>E<#8
"\$D80"6\$@ "&-0,Y=\$U:5&XZ"&ROJ)+3^P9U3PSJ\$IXV_%IZ^!\;=: MO;).\D;!C>"&"Z!R10"F,F"
2\$;80AE:*HO%2\E\2J2L'HIEFFCFRX8DK MY\B.G\5/EC;0W0X5-
"IEI5.820DKYRLNGJ\2*5!7LDKW@W';Z6\NW*%>.TU M^>'<_IWM?U^?UX\65*NBS?_I_LMHI*1!!P5\T
64%5("6F*90X\J;S* M2H(I\W)MA2SIR\A\W5'T_K7869.)4N&7A):'EP,1-J\W)IYZ\Q\U;+
M@_W1->P\TD+>.NO'W%I-XYK\%8=C%&B7=N?J\(># 0>(S6Q5&BK9 MTV9;5UC;./40Q4=
I8/(I= RZ0*9"UB13U\5=2<"5)@!*+G."G S@ MY&-*%T_ ^VW&*4(-F0N#\+!*J+U*8\$6ZHMN<=1\ (S1#X^
J;JSSM\$;MEVNQY" M7W7/I7DGXH;UZ;&4M>NO5COYN"MVU_&8E5% MI6!)*# 80H_K0"M*
&Y\$0(1*1A03=BWI3G=J\H\I?>\$E1W=Z%J9+. M2 M89;=I29YHH%2S\K;7P7W3\J?P
"Z5\T,+1/B@+J7FY^W*7=0;D+I-Q=*P MJG(618YLS&Y+ D0!;\$Q.<)EF>>"K\3\UX*,UN*.BOKA6; N\I
QAX>+U7(M;"6_D"Y\F_Z\[_?WN:8*!=/I0L>YB<-"37H W6^N)Q_!\3WF>\R^&!;CG#=-ME>?
>")6=@^TE(I*XWHS,@\$0KA@00AE0<\$PH;.&JOX=-RX6G\EF*"BY,\NO M\WHAR:T7;'@8C G"A=F*%
IE^FRQ72(INO'R1";F7GU^R%-QN2883;B_>63"J MMIO;\V3;GFKM?WB\;OA&0\$J<@:A\I'BA6F\U
M^&R%Y52\B\SO>Y\(#(F>&=IKW;Z;K-]>K\AZ_8+HU\==^/6Z=3NMA1'2 ME A4K"H
(I4\K"PU4\6&\$)>X-(1Y6YT. C\;FQ>*V>MUA\!>I8F'H9DH;)B) MF4/&
,R4=8X8Q(F<_1C@^LQR##T7XZ_P;Q_V^JM6&S>L M\LV;MCNC(9IA2*Q\ (DP)4.Z;UHL" 5(P;JJI%1>
I06&B;SMJ_!OV0G9S(- MV;Y\@/%Q4Z;+&BD7\$L;Y;'TB\SBGTP7/=(I"?BP UV389&&'9.>=Q=T2X;Y
M/W=*1Z-NWQ\JM\5/?-5>\K9WO(=AVFU6&.*&(UQP0&E \$+,"Y)#D@NJQQI
MK*"A83W^/*B&?"GC4G#4USH?I?JYV^RIP_0^D+O&8O\H6\YH4=,'EY77\JQ\$NWR\I??
_SUS7^ \>E_O;M_!9 MXI^@)"JA 1@IG+M7\$,"1RXK\$C.05QY7104.(+PG;I;H^9HYDEE#;VPL\Q48
M'B\>1!#%A"NM0WMP.RC(WBO7IOT4F?5Q?#N+M?2\I/+3X6P?-JVM5\J MS(164_NN-
4NAA1@DEL@=\$P9E@8IMMJ \I=.)@'KV_G>?5\Z\$E-YUS#I68-M3AO^KAI^K?B<;S\I
N9Y<)Q\I%I\I^29)@&&H#"M\$ O^MJOHE (/(-3\X,6 MB\I_-ICEZ\AM/?;E04\H-R4D! %^-+;A%N*Z
HPR\6S<14V)<@RE5P>Z(2(S M;_O^PND7NMF!<B_!\4^PP8DE=1A-
B)"X*A;A3Z))I6+7RVZ>,5XGUA=1>_J MS\;KX^!\ZW\JEC\;.\YA);N\$P#D&M' 97X1R("B1@&"3PTH*
(57P=)\$+&DLI MX)%LM/Y=@N.O?A-\$CM0^;VFCE*]GDFZ=[GFXJK7(U27Y04\&C?JC'_A_VKB
MN@+F;F*(2\H0=L?3M'3MSM#_>I;=N/D>C\? 6?>F<#_14"G&ZCNYU9SJU8 MBVG*.
"JR_SU6)Y=>>.)@UMF=N(Z>RQH@^\$;U&UF<"F8D>08-W#PJ_%MPGS
M@PAN"7;XE+OKZ,S5FWR=>YIMYM7SQ\$X_O-7445S3,AE>"*O)E(I0=WW92
MS8TN,,M)KG,6ISE3WN\Y-(+C^ _&%MJ9;V;SZ\DA5D_/9Y,"S8.&I18SS M4TB <1X,+6R<>T.\$C?>
>%/C_/2,I<9YKZ2<6@3FI4,7^CE?B7C\;Y;EEPX\JO\$ _LD<1+DQ
M^JW8;>PUVSWQ,J6,%3K'+%5VJ#*C,,^S"%_2&OY+U=,BPH7F&=8%>?>.89JHN#QA9M80\#K1;)
IYP=\$#"[*2%RXVX M;_?YF\$JURMD\@;DD"2=V72RDRZ\91K\ (TP*3(I"19(R0%>2<5L+3Z>-+?1A M>T#N-
CRK7\ _RL=G6CVA^U7LP/DI="YY%ISQ<0V AN\;* B*/?W_>)F=0 M&Z2+/U"-
H^WQ1"#^9HHG_A\$NME_GY83I8"GJ>\$H0_+C?; MGZ*@Y3E"JYF73+QC&!_1;3\^&BNJ; HIQN.NG7D?
Q\8;8-^,QH);+_X0)R)0D9-K

IV/0GE^&S_ ^NGX?U\JKW0YAHRS,NO32QB3&+/-5(891_-R77*A*._M0FC&W_3BY;+!*K\H=^=16#S:4
4?>N\2\0&6ONMP^(&^;+Y\XH2J5EPPMO M"B@#0R/5AKV-KORN1@;D/2.O@*@:HW'ZHVLY-YOW\I-
Q^VWZJZ3A*EM\6X MRB/%F(HQ3YC A"82YIS^DQ\&TUP9JCD#R=^_VULZ)W^0B*+4'R+K@/C=VB-I;
M"^3<"K#7(B>1W5YWIC >.)R.\$(52&U)PB\$K#/&Z* U=;_BZW@4><%9G(L7V 5L\@DN;MV MTN8VO-
UX?C+I06Y"ZZ#W+7A;57.^_S*A3K1Q0V]=<^7;%GKU#CUOI?5L\; MJHJ'C;YM6I%9-Y
=JLE;U\+)UX;_@O-V;_?I*LN-J#\!5=LOF_)H\H
MFQ261=5\M%;\$>.6LHSNC7VV.FXK;_I\YH_ZXVUH6.CQ\I M/C8\PH\Y<7GDK M4LYH*B0N1.3;\$V?

4DFV6X\ (4F:0D\$XJ#2KFK>+UX5:??&@ (Y 7*\$7&.@81Z.> MA%HD59'T"
MJP%RA%H\JR0&ZJHY\Q@0C^4>#C_ ^ _%N:;1HJ2/=;? 4LEKT M9YIQUO%YU0EIU=00G: 6-
1XVG=D9=.:>ZO_{#U'^_ VYS/LI_L\K:;=O>'V.G; M7"B:FB+%>11+3#37.*>:53\E4AFF%6@K\]^#PE-
ZPWZN?7G%U1NT,W) KAV M"OWNW\$*.7\#7D="H^S'^@K&\$ (RJ4-88'S'FH9=A.O51FSX*NLW%KN(J+?
5V.6S0IN/O?02V%<;DU(6_M.YY\$&69Y+BS%R1A50B2FHD@2GD@= U1@^RPLS&IGSS?Z C8A:/C
MJT8=/8U500K-,7?MSH@D\ N14ZP*RF1,;1PSKYZF_B879IB.EOH4/?G>@/DM MP^8- XQZ?";P43-
^#-0BDO&!K^C8OQ8-.8%XT2/?#-TB_B">*MZX+BHF>;_ = M?'&?]+K/D&X-
Y5S%TN"")0H3D2LL"\$NOBJ1B)E6132=:>>O/D.WA(T:!'O!3
M/>O\.'^XH);*M63C_."6^KX6GV#!=TD/A9'O\\$_ /2R!6\\$_'00'Y8B@'JH%[M0)QMZ_>8K95W>WO-/M_@I7-
2J.;6:^6JV.VOH^?+=O=T:P3/'D8ECI63!Q%I MAB53 G-
N\SF7J=*)MV\MS_47GKL;C.G*)&IM0G6U3@,R/F)G@_D;HS"\$ =I9 MO3@F2&:=7FJEl;Q>.,<"6?
Y'A6COW)6I^G.+9BLICS*39(G;A&=7VB0Q'(M\$
M\$TQ3PH1=B\.=^M5=J^ ^&'JS.'*D0UIAL"C Y7U0%&"PX7.\$*4@2IPL.(H(S M 62@I T\$+%#J9@#;N+A-
I205Y6P&_#T5L!DZ*()ZKZ=UP\F)YSD7L.WWQHB
MTS@S#;IM).2;I*'#NYEB>QTJK+.):%\YT&JC85:HC.)M: I7MR 8810.Q\2"* MZ8AA=-&?
38(*PJ_@040QW308?31-I.KZQ6F=KLHZJ\MND.U" T:?'K\|-O"CC M*\$=Y9>#4]=AEW/<3CKEP:+A
IC_+G6D?KI12FFE%LU MH-/8Y-T+FI@7^OOZ%F\+U#@U%Y\8_11VCX^;76Y\I2?^S2W^PX;XH_CH+ZW
M/_WZ4_L;^X<4>_/K3_!4\$L#!\!0 (-!6C;%G1NJQU%7@_#0N\!0_5 M<&%N;"TR;#
(T.#DS.%J P&UL\+UK=YLYCB\Z?7Y%G3Y?#\HXO\R.F;U2_M2:H\Z>2\!1506=-T>
(%=#3E2!E)3E7FUQ\J0MGR5\|=<2Y9?;[*GIQ\>%!(&'M(2P+ \CS\|_ 'P%1?+Z7SVKW_A?V5_ ^0%G:9ZGLZ-
J'YPL,*|P#%=??IAJ0E_ ^,=||?OT_ CA MW7%8E?GB;|_ "K?_9\ F7;XOIT:25#X)M?G8YK>+?XY"RZ)"@.)-
F62@/FTW\Y^_B? M-S\ AUQ_FGOO?US_JORCR^FV#J*P_?_ O\U\=F?) +F\T%#;?<
+OZ;YYQ_K)W\|<"/G9++^YP:.=LO'AR\DX\1_ (WUV MXG60,F4-WBH-2L<0:H(@N=B/&U15-
>HKH)9DF36R%QB^NO1_.N/_Z/=27U MB_62ULNY/MM5JB^+ _JDB_3!?
9%R04ML%Q;I!A2N;H>S3_SX)2QH(\$B?IL=Y M\Z_+8O\YD")\8I4.*X_V0()_ ^LD
M+&C\$XV_O\FX#BVL2#'\&>+C\VMX7.G4'F'B^F<6)1?
D#DPX5IZ55"#\$\$986@'0F>ZDCH\$N692&2RZH)4*Y_.P@F M\NG"9'<=>=P*2CXLP6TXK3\Z
'G(@C1@+;.\$&4JQ*((R9GT*K8HD5A*.*+D^XR\TZ*>'CKTXVP4JWN/1M#)AMGH3/N_\$.A=5#@@@6N2=&1-
*!SD>P M%M&J() *2I0\$RKLXZ'"WFJ;)C#PYW@9!7LS1?D;I;|^0#R06?STJFJ6WY_.. M\$RPVFB-
)\$P\$>*4!=!*\$+V\!22%X)9VT#P-Q)Q"#\V*>*GW;\P).!\.?KS)Q
M;%JFIW&:_\W)T1LC;0(EHJIG:2#K*UC06DO%A_..RP9 NF7Z01!R3Q5"+7C>
M!7B>Y4RB69\H7HZ0SX1.6(IAH\$QG%;BB3^T P0()5!;N.S\PV LV7J0:#Q M3Q4T^_*Z)\ \IR_?+C\ _YA-M-
!2*;Y\<#J\$5582 M*W.JLH@091Y!;V\XV) MAX7DV\-'RXZ.
I@DKZR/V\>+=8OYU.DLX43!D8H\$@UF1HD0%D0@_ .02M5(*K M&%J8Q-MG'X:;)QC);<;RGJ#S;KY/_ _VR-
LU*BI*+\$\$'F0LJR'">8(&2 MM96B<.1HO^#N\7;/@ \T3#/_ V8O?(H*E;\MD"PYKNI!4+;0HZ4R-9*06P>GB
M06K080"1.<7V@LGEV88!XPF&='FZ;'!\(Z03Y;-& (N#6" MY;\$E\FDI5J043!1R/S_H^HS#(/\$\$0\|=
H79D6'S =+(@?G_1/TY7QSB1=)I MIBT=B86.1&T)TI*6PHMEP6IEF-
_O,+D^XS!8/;&8\5ZL!D6'Q>AOB#Z\US MG!\F#F*4_E! *ZW FHZ<"H%7:1"G=Q>F+@RW3!/_; \$P\>Y;
[41)O/PS_M?0JS(US'EX5DDDDPA \&X2%R@102G%?T1HO&Y9+OGDX)MLP\#QA,,P>I-XB\<
MD^NV8?ITG&WAMP/(NH%_OQ1?/PPJ\YHMO\$Q3C\|NSN N\ 'R,RZ.Z.C\VV+ ^Q^K3\ _EG
MXMNWB31>HT\&J2U\$-0EF>8J0\&"2ZU)2PTP,G6R8?AY!\>X^?) MCX\WU&MGO>6) YKJSGK\$(
8AP&A3G-/9ZR;(SN4YAZ'D"<98\V10%^ ^PC_7 M9S3S\N'3I3/Y=N355L.YI_49*81H;BDV2BQ1N4
MNV@8HXG&(UMS/X^P\$3,6H3C5L,? _Y\ _#9)&)-#QL\$B*4AEHX>0R6(G \T) MZ\&XN-
!K_ W3#H;\XS4\H_DL>_Y3EVWGZ?+%(I_<-BDVI0CU0ED\$(I>&5 M#0J<(2W*"S)74&2_Y\7P;3/_P\H3#;
(V874G61T7B_B9?E(M=Y_0E03%8WU4
M+A,\$FPV4E)5A+FK#J\WNR=,O\$P\#R\;*.Z+1C=%59.\$YE.%Z&#R873VT0KR>A7'X6@2N'%9H"7C MJM
HKB_ \$*4#YS"B*(88I?="R97IAB'C"49L=V?JB&@X6<)>1"%\FOX7%-;1C M7>><<;DZ9<_;/V8TPZ?
I%)YJF(ZPDEPCL4<)>8@D(BA,#K RK\264L(SK59S-? H9/%XM-
S^YP.Z#B1N6\K\$@KR'%5\$S\W+CS>8_H^L'.! MC.?SV7)^/_VU
LI/X;B6\OCP"7&UO\$KYL.H8MP_6IC3&0&+WK(NQ0<+ZC6S% MVMOR\W1&DTWD))J?
HJ1>0" T5%9UED+!>+XHLP&+?+V&:7_Y\6=+);7Z=04)%U>X_F26X>Y5@>P M
112\ZJR)J_0^YAY\=;T\LP LL8I'70X'+661! ?PNDH^DIYZ*P()3V=OT%" MB;
(#HG#_1RV%ONM5Q=ZV1#CUA YX2.W.W=VMF_DJ'#?2//.ON%AI>W<<3B-A M9+=JJ?YIU:..U*D
(=*3Z=2J>.\$QJ))N-Z<1\$E&B2O^N_ ^6XJYW9Z>K\NFCA? MS9@^JG99!U'KN;M<5=I?S7Y#8M'Q>;#7
M%,PM-5ZW#-Z#W; (?!HPK0.WZ#1ZA;AQ+/%IK63\MOQ*IV9ET(04J? *(PA+ MBE1Y6<&
<'4'8U#LU::2^Z\Y\% \UO\SD\I'F"A-U\$8KEG=AD_QM/LI_3(^)RPE M*;-2D"6+HD0)\$+Q?T;OF_*+K'78>S-
W#Y9(\$V3LO.P.E.@EX_K-?)8V)I3- MZ\$2)D#-.2,69UA."8_9>B4\PZ&T+KH.I60L8L;7@>_S/Y@ZP@0S)8Z&?
QSEK\NP\ D M*WC.C 'OWHAB(BZ,%8NK>QZY\$ "IDKTDPRMYG^IM\H*OF5G&JF2=-R\F*M
MJ^O)P\ C_ =I#M(XKQ/>?_W<;\!*U>_-"WBO/YU\IM2T W*]\@+_ +_%ET84F>SZ?K7GUC^GJT_3
MY6K^&1>.;!6WJA_?5=9.;EF?H4LC9G.8+;P\2D8<;C;V_#Z%KW..S.;>X_ M)\N8+;>+Z_GLZ_/N/C\
N/%L_W1)O#@0.1 #JJW\$1R2OXHFRA(8)H\=I71Y M9JN"RWCAA(/!*"C-!-!F%Y.OTXSSO+F?#_?
\$!;P9+4!\&VVY<)>JU5&1R".N M-W\I;)U;ORJ\A91Q(Y\$'@E +MG> GIO\HZG!\&3ZB>I4 ML8ZU?
HMQDXIQPY.'PLR>S.X@4+6N.D>S7CJ#)S(FKZ,DYR!\$6@)*#J\$P^LH9 MDW0FEI?<529XIZ?]-
!GHQGX^7'1@7^9W83QO/7HO!\X-.NUJ@05G)*B0&7C;
M\$!1+WJ1H@Q&M;>A\2.K&E#X'PU8C471@*]42,=/UPY;*KAK;F.Z.<)>9JK.PY M%0765HLRTPXAEQ;
<(H6<@ZJ7TY(A;WVM>P<*@/ (^B?>=KD7C=|CV&3']#\$.B.*+L\ =YN9UXLZ34_R
M4JN4<@#;.@C0N+J5\89*TX1*6B\8\PN\+62.G:7:1L8W'J?OQ>X.%-&E&FBG MJ\MKF%=\$NK3.U+BJ
Y\=-0.#TB5;%GEK6^DZ#6_.*S@ (509B=I?*Y5G.Z\<5 MX?A=F.97L^?ARW05CB=*
<.=4J65GD)U=YM0\PYH9\$2.;+Y\OQV4L9UVPX\$ MG\9LIT#10,=5F,XPOPR+&9EMRV,IYU\$*1% M\

IK_/_/AR.D+"UR%9)U=S4/WP4LUV8UJLZ\$%3V8G2GFN75+!V?U#+!|V!# M%1+/:K68QI-
5017!._AKOH*9GY,(QZ=KUO*A"SG#,5K8J)FOKY82&-"CQJ24 M43G>52R^C3::A?)Q7XH_F@8[N%
IT'KW150F*EM'NCJ_%37L\;D_18Q4N6"H
MI>_!MG_:_N/AG'AJB/!/<72S.8/5H!O7=K27S"U321\$W=E&7M6UJLZH%+
M|=VQC,>LNUJ>|?|C\KLG^>+ M%_3N"HGQS?KZ4PXHJ7+&\$ 73@K9LP1>&LYYN 5{1;#F^=3#;LJ
AH8^3<M"%T%T\48NK\$5!X&+Z:TF=0SO'2|6C2,F7 A?E/ @TW3CM=0P\;*LA80W%Y!#)CE0! MF":
fD@O&L7DQJ#O(&3LV^WCHVDL0?;+JH+!/"8LW&:\$X0PS"VD3.TAZ165IE M,3B;6C^@N(6406AJWC-
I/#3M((^D73Y;_<6'2!&@%8E@)*<5L-! *F"12QE MRW@!-
)P>:FDUJ|8TJ9V%45#8!TR<_-.T.6!O)K11ZIEJCT!8+!EQ/!^OO(M:A2@/QWZ?
+)SA#F!CJF0@9F40"FK@)0*N7=6Y%@*8|C\6NT64O:_# #|!_Z MGJN\$3*D0I(4G'U59'X'6\$T&
f4'T);Y1NG7)\E8)OP^HMY'WS9GIG#H!8"E@N M5K4.<#Y)*W("9OK*WDT(M=% M6/ H:VTV7U_#6|
f=H/>>PYIQDXIQX-%&IC#1T3)NF35;_-OX0A_P<+1
M%Y.H4|_!fJ.L("JKWN9&#=#&'5W<^THHWID)=8!OY.1G) M--09Y>)+TfP!86=:U8 M0#f7\8<5?
L4!7Y#++15G)OO4!N<-!0_..H&AWG%X!|8_.*>X43X;8M(@V=|J MSSAWDP<"0T.6=G!M|f7*0?
O".#?/Bf!";\$FF;EE^=..WR|f9'Xf*YLB4MR!1 M\$LL=F!^!_!Y,YM+BWB3-V*
M++T7M2L%M0Q4X09"Y@IX-@&E(&fQUNJPM+2#XAVD>Z!-L|P.O|ERN0GGN>M?
(&"!-6\$.C+2C8X@I#&(DJ<+| ZRH|H9TS(^\$%+V9'C.#D_NE|/9_B*OEQ.M
NE3+;@&.M|H^).1@f|UC|R*2|X4EEMWL|M)12?O^?8W;9D<<0.3/P?R8N M;2NM?YQINWBD?
Q!4HNRT+*4@!|-@LAC#HZ<"f6\B-I TCJ)PNZ(@!LZHfTX
MNKA2OF=A+ _|2XZKW5;H_-/_!>DJEfT)D!VDK0MJ5YPG'OY<5 QO95"WMZ" M?
C"98UM'P#_PT"YM^PZ4(-OO^ BU!fYTT.SEN=%NF"8PYH0=4Q2;00'6OU M74S>UIP2U?JYPZW\$=!
((:*/JVK|_..8DIZ'RLT5.6'T+3.'3'F 8H)#D\$J! MP.1#-EYY?>TF LZKA;-AQf4QC21UWYA%Z;-+ "SB/G?
IXOS!4@C0JfQ5B>" M!)5JH((:"RBX-%R1KBMND-1OCCWNGC^Z/=DW CR/^U>YTS\$VXB=PP5<*\$9
M^89>0;0!_*>5H%2T/Jf!fRMXX_K.OU"!>S/QNYNH#;O^QW3W%N.E+!|!#&V9V8\$O^#6?.\$G_-
GL_PLTXJFE3&K MZ=>+TRX|L|!&#_!6D!^>*@Z11%Q;1B.:%6NXA:=QLf98.H04NO"@7R#-
MG::G8OE<|C|U^G7M.*4%EB_?H.KB97.2.\$M2%^S87B6\$%6ID6VRSPV7+O+6
M=;_DC9NJM)A8'8(J72@PSZ&V=&TMO:KS6f|??X2IH0J^57;f8@T.B:1*E@ MI":_".W.U?
+82/CT1=KfT<#fZ9HW#REPT"KH0PZ0-3?PG3V>KYM<%Z%#JOD1S\$#4Q4*_,@D>,>GF:IOIV;
<'4#G85M>/JP M%/E3%,WPJ-ZD'292-TFJ!*^E@A0#&85!'7"8Y!_-=I%4'3 K3QM\Y;U_K MJUZZB.JE?
T@9%;470A<>VJ>)Y=GJVMHJ#3";BG6H0+AU1J@_.\$(T+("S2.Z MT-A:"JU*S+AW"XW%/C^\$!#JPGC<+V?
16/V75A"O_-DG<(fY4)9GXDv,()#7 M!&!2P:GUY>1V2L;H7@<\$W!^PX0f.ML@>&X5K:X|
9>X&+Z=1T56Tf(@;0fM^A2TSFML&IQ\$3B@Y=K%\$(fM'C:ZAZ1QC:3#8JJE-#H UWI?W.JQB=*)LRJf
M)2A=2-D6#3f5K"):F U&f5A;V2^FZ)Q+;?#0JNA+#!I UNT+!4+;2\$H6LJE- MU8,O\$')0(VF&*.9=*
<,%=E.!OI7\$>2F0GY0 ;Q00.*J(NPME7ECA17\$2R Mf3S88-Df^5%D#TEGQDA9f|)"^!5 CHHw<
f#R(MfUHfTWKM\$VfRXMB8KS\$ M8(.G SQHXHC-\$(P-(&M>DLPN*|fZZO4V6CHfYf|<&+4T8WD78?fI?<
@K+;9JH MG+P4K%f|HU""80X"ffT@BJNM<"A#ZXN/6T@9-;X*;C9A>EC/X*|
MOH9U_."%)=)F.YAN3RWRR7.2D:XE*K'F6.8'G1H!3.0N/#!*T8EADQ<_)."H/N
M=SH=C,,=;)Q_X/3H\$Z'f1U^X0C?G-04Zf?E1IG34W4;_2=:/(3#R)PG'/MTM+RRE+V*YE\6V;@Y5/
MOFfYf7L=WM%UDY&FRO0?F%PR@=fJ.LfT34^TJ=8_2T6T#OD-(JQF>60f087 M)0Cf.W
D;HC1:0@);_4HXVMWQ'T5&Y/f1;N*;K|\$'YW<#Z>4W_*D>?SSU_f MLH;UZ6f4M3""2P@4-
;#0@1PDMP61fL*2FERBPf6\$0;09U@.0=)WP::O=G> M 8:NK=&L/fAW;=<4SWf1_S
IDH^;R=NU0>DDLTS-L;_5D\$XPLf|^@KP<8fJN9Z M!fY;7Q\5H++^&!221KHBT!N-8@);_)
fYX#;8H6TKP7ZJ7Y1PY?fB_-Z_>W MN_*VBU#WI>XH9TO@0MOZ.(K8X&BS2&DA!A> ?J2"B5BX;?
VRf|8fXV)D=XG> MWGf!^9VH#>>Y;QNO!..WX5f?C5f'KY;5^X;#%;DDOD6=;WF\);E(4. MZA)D"6A#\$_
@8*7<2-&YXNQEJVC&fP2fQO4f6;R;F;f2CKGI?9#!!%fJ6U> M:;f6>9R
W0#+&K?"fJ?A[f92,^T2V&68:L+f+XVCfHY2SU5@>C5 U>

,EKf6/?1<-(MVG-#9EFO_|"25NNCPCP)7f3Sf|UUOK>M70fU M;2HHA_PVN);_ S8L7+K8Y6B;^);
f!;@#LZF5f.TP+##\$%WCZfZO9S=C5>fH- M!f7?X1%G@CR'(MV'+(R=/3*A,2M;\$"0L;(B:>5f-
f5XOID."&f/M5P2MR*)|(M+1fT2J(MAE@fB<4>CfD/30_&UM0/NYY^JB ?7Q)=X/R9_D-3fKfJ?
WFO_DM#O)Z0T<2 M0fY6.M=>^AUS2N;_N8.Z,K=/f@6E1.Gf9.2W&RJ/KA=#NN3fSW Mf06Tf1^,T?
>U;Y_P9K^&WYHN!T=4*?F7AGA73(0+A;_T(CRZ0!1<8\$1&"\$9PX M+|CO=8RC;?T4>U^;Q\Uf|
#5AY%N!UKZE^ELOEA;<;>6V8;'M4O\$BUIMM9fR MM=C;_;;Y1 Mf-
V/ZGXQ_3K_-;O+2W>B\$^Z\$9D77EBJfUCB+"ERN+TfM5_65AK&AM=.YC8YQ_M*!
<fL+OHA%HL"376O\JL!;P5(X M'Q_|.W*)@Y/V9JB/fU0fJf)>LERf50;(07L0.0%2BTfC:7X5M%.Hf6#f5>.&
M6A_ "SV#4"JG;>H_-J_f7KQ'KT&EH.C;>LTf1.8\$<_LOAN!8.\$#fR\$<+M'+V M7>#U\47=%.2/E3?
S/'P_7P\ _V/9.EWF8M# #9LG<0GSfY)CSB<fS(f!*72?G\$ MP7.D8-
BHR5%5!@JSR13T;_06E03NHJ=!!98Z)MD'U;K;AWWf=8GYU>RJ0&S MM"*
fLQ9+KfT/fL3^MG9+TDVYUP1RN@E2\$Z@) M.G2)DXfH8PU.!?(18Y\$;?*HM\$
*R"%MKX"%TC;N;Qf?/'3VfFHBR"X!>IOYM
M^7DZ"13GV='S^7*UG\$AE@DC%0M"ZLHOKFL8L@'G.A<6J\$%f74fF+GG%U;G>
M;_":Zf9OE7Ef*O+Q;X^)^U7R"EF_+53\$+=;+f;f;
M12N#@SWNZ0:'AQ!@%U5f+QA9+|f/@ZZ_X.K3G)A("SKE_<0S;WAT\$Gf10\$90. M#fI-
8C#1.V:D=MBfRLH@PL9H;_.=ML+ J8AG.9X%!5AGK5;2\$E/3H!;f"3GCOKfHfK8CR;<#_V#-V27)^&?Y
MXL7)*)f*R?&SE.8G=7f&X;RO9K+'9&DM7H/SM@"GC9E5fLA*ZSORN^@9fY5. M-
V!M+KHN7.Uf.C7;S#21'8#^((\$E+L'K'(%+PVHf5652ZR)'#;IE'^S53W=@
M;"B^#K3Bf6;fZ_J;ZZ4M)UfJf#_3P'0fH Q""YPP;"4Z3C2_7Y">0,^X3
MHNY@V\$IPXfJR7)LDf|*WRMRJXf?;CSf|A!f\$HD98;@'Z236.D(<f'T\$/_; M\$|O*;3?(C+QUBf%?
^W0#K8;"Z,+/WK17N)H&-V\$L(;;\$?M;_*+66^H!&#* Mf; H1"-7Z5Mf608fO|fW*PTD%<7fMf-

YWOG'#M+T#QGEJ9E6H93-PR?_WTN6@XDUTXQNW&PB/X;HNH<.Rj3'D_EXM#ZK>
=2W*L1&98(M#).P!T?K3;IZJ^/1A7W@Fj/75Q1-J<58V:SN@?T::=M.:*
(04=VK,^UL0UCX&1DD#)M4YN)7;SUU*E||\$B.; M"W\6Y=;-3RY9%6|TW>+D_.E+C=K?
7ZR6*SKD(4X/5X;-Y-4TXI*JBU2/>5-M+2>+.6LPQ>5(OR.KY|H#LEM!Q'\$FPNO;TDK,_|Q77UZ
M3B8!&>N+S0*_32+Y>YM5\SG+IQ#_@_7I?M2)=M&V^966G#T>&Y6=U=^MI&2R0XIU_*>|%_<&
|TX6Z1.=*&_+;TAV^/%R4HB9/LKZ#W22KB@\$ZNNI!9>M5M%PK@>^W;UCDBXSRXJ\NVW-OMQ?
WPOZ%G^&F8)+Q9TNHS-LB8!L!R.B^"T-MH9.DB=H#TB)HM%E\$SK0.
j^!WSU1EXE;CX:GEE(8N^7TV2)JNV\$|=0@9C_2;BSNS?S4V;I60R-&PWS6""'&6GDU)G+LO-'\$1'Lj>A&|
MW_UYVR<<-RC3'>0;2*67Q52+>4+;R|KT^CIH?F8+3%SVV;24B/(:6K*95I5)
M@5M;+J!FWE|_T74;PFZ98=S0R>B0:L'W#D)Z-|;&3R?+Z;PN9;DN1%J9?/;;M/&\$BZN"?
8^KD!6LKGX=4IT0<8;+8(-S7CL%>+(HC\$=-8Z(JP3%9FC<*M;47\N-D"/4\!%|CTXM=4I_12
VXQ8UR6QD:E:X8\$|32)#17K.<5\H8RMQM&|H" M@BZU_8I@QMD02FR-U'N)ZO)^YJ!8N<-(W5|L/3A?H;-
I9)#SV;YO+%)7=YI MWI J6CM#IP5Z5T"YE" H%X!Q5S1RQH)LIEH-(ZW+.YY'Q>0!1-B/?H>OYP9-MX%?
W62A6M*ZO<0DJ7ESZ/'<6(NKBF?DI-MT_!U?4KW;C\$E-GVI3?E.US9ADJ-R-
8X0'='9'3PY"5!Y2R%80_!OI7LST3H*Z MO/EY3-RU\$U<_ZN|=^4XZCW9=;!0T<0Y%R+2R6
KM*Q<_A.P.9/36*A8+;|X+ M9!97=X;C7-.Q=UZ"W(I91Z+S!JX8#5J\$W0&.@|Z!"
|@_3'^>;HV*|O+-6/A/F8HRU'1 /MT=*B9#TNE"!VIAB=5F3"M#8Y|Z;HRZN@.?#90&#|H'
X7R?);V=K7PLAC;N7 M\$Q)"J^I6(K%*HD8'RG+9@MU75|_/'8Z#R3(#|Y_ZK+J_^K+@*_A^/2(V+18
M7K|_F>6K|ICTR=.^S#>3Y@^_Z?3EF M(IF(#G'H|&5;U-VL==X;C!@X-
=)W4.DZ>^B29***)ZP*#!6D&)RM6J8IV4' M::/((28.K;+|B)XW(!\$GQ!_D!#W;/%
('BL.L!M#\$FPVL9%1(^@N*R;E#B@_M78F",T!66^N+U;/C|F#1BTYQ^Q A=M)_|SRW>5;N8L*M%
<;&#)+3OE-6(CB' M\$6H"@O9%N;1-XR!0<2X\$8:#H6L_9H_ ^"O32LX++MQH3L;BP)BM(BM?R|_*#
M=RBA*.41F8j^#"N_?|L.XSKTS>'0CIO-(&ZM_?'<\$90/WXU*_/0Y_5PH2K.
M1(._+H^/ZZL8%AOX_L';=;/^('\$-IM_9Q%&9G?9 NNBN?=GQ|=VDQYT|H MPO%%X^5S/!KGE=!.
)>"C'V4!4**'+!D%X).+&/KEZ|"-W'-NDFKS_95L_MOYO_U-
83L_ ^9GM!3%X_@|LUVX5Z'J%|RLK)"7T87HTFY9I"K/56D512 M#2SNH%)WF;-
DMU|@5VI72T%;J<2E\$+H5CP&"&@3F/_11MML'7\$N0^U>|H1 M+V0U*5PPIZ4%&6H-
+1D%.*DC8!0940G!36OWX081WX/2? BB;BC-O:32K4ZL MUC?IB.N1B!W4WBTCM=%L0\ALI+S.
(A+7ICK'4#28I#<>!\$H.*HK:L(COI*W5 MD7&E\$S|\$4.EVBEK\$V&Z_-F*Z3.?SY8
M<|&1&/H2|]"W+CJJ2%FMD7/VHNG6WWT_|3/VJUN75-G|R5T^9^WT3RW\$M1(
MW;Q;S+@_807MW7&USV;Y"OE+;/8N3/V8I2W9 DNAUEQ.&CPG;R- MEVBXCZ@&65#;)|@&
I(1&.%D|))%J:BUY(%%E#ZA-\$ES0IBK-|_!@+YQ54|; M_-&Q)>Sj;G+I50.O\$CATTST5"R-XJYR8)C71-'?A"<.<
"=Z0N:HT.?(+\$-D\$KjV/G134S3|900\$;GWS\$?
M77G#NN4<|S810B2YO'GJIM4D"*P@*)&5C70BE="Z+|4>Y.ZKURZFKA.>2^AB
MFP7|N)*%."\$5HT.8"W!;2|HKT=K(B">A=>;+?32-;?X|#K;N*|.FDNI6(9XE
M|;P+Y"i^7(39DMA6W|;OHOMN':N-FAM&B.-=MMDY|*#S@>?D@/N;V<-(1V0
MP9QKZ3!5\$%/0HG4T^3Z;J_|L'W;1\$#Y033G#%@K%:"KB'2D*R\$B(%9(6Q)
MHG5HZP'DC:NOFF+G9N6&PPBI6PU5LV"GJXU_XIOJNT8W74Q); M77M=S/?LVGO;CD14F-O)GKR"4Q;?
D(|\$@_HLM|GD3+|KGI_X(+WOA0;MG% M%F%8I(|H(29/7@U|/#
(*DG6DP%9<=YQ59&.SH1)4=#ELW;LL.)|=N5=NZ\$^\$F M%G>Y;^.;>NW6L=HHM6&DMGJ%M)
(L8D)MT<^8D+^60"B6CC8;+Q5#G01R0K# M;(K6D>_|J=H|_>#6&2Z%830/0?D"R6L!BBD+
(3;Q16GHC F6OYH"^|S2S7& MRXU\$A<9BZ58?O0R+&6G=FE6Y3I'710_=&*.-
_KE;M\$9ZY_HD% ^@QW"5V"#3FUWG2WT;*OCKD^|@6\$!0\$6N;\$|0>Y!#?!F<-J1RU"D M#%SD(HLX"|
(|T2=-<|'=B|A?+>ZX|)_7.)_GNR5TG)CC#;ZXV|2&NF.ZY-<M|/"%S62-J|XBA5HC(
KRI7Y'ARJU@+IG6'L9MM.RK.ZZ/>RG+@_"L72O&@TMD
M^3L\$%X4"+9;IR2)7I;4Y=BLQX^J.)CBXKCO;+Y;W;%);R\$?.\$YGI!55PNST M|=ZZ10#8C1(Y=EI*
(QVT9?)G-^>^R-84;D;?EB1+;B-JN@.BL;K^>P1!|JL<YX;JL@Y<./GPCV! MG#@;HR V;|@Y'E#&UL=UR(
V@S)T4 ?IO\ M4Y#?XOR5Y+>8S^C*=3K&6VK?3 M|R|V;??)TP8U4+_ZTBI"!8CB*2+4IRL*
=;^SZ4QN\AH^XA>+Q9L^Z_OV> M%/"\$|A230V?33::MZXVV*Y4<\$0K.Q8&*2A)?A>SX"5;
<"8*;IV/3C6_ ^A! M!;XVT7KGB)G'1>G_X65@|"AFHF4=83|-%5J6W |R^)"M!;"S.2XS_HYF9\$8
MYZ/7SO#B3?LW;?O1_#VHZ(?@|>;KM4>4>0=-D;W' |WD"|B4??|T<%C.#%3 M.@B"3CYDS
NEBTRY|;N^V@:MPW2^!AM*K../@A?<)|BA6 MMSBEQ0E1='&+N#XN+|_*5B7-;*
|YQ=4>|P9\H>T7B|*#B"A0MO8/|J%WW Y* MXV/WT63=K3F|O;##|A;OG>=LA;%
>W6>ZH+"TEQNQ)|J_0D1PPCDH4F?|MLIQJM.ZY==B*%|>
|80L|U_8!LX|QDC0XK5+-56(0M0T0:1M|;(3QN76=H(=1 MV'5MBH>@YW;UU5Q0W2JL2_4@=M=2-
P=I7|SB@/IH0;D|Z51T D%*N^YGH&H+ M-DE_&\$.5;|S'UHI_#E;R8E-
9=|OH%UO@2E3CXH;AVAYPADYM&0.87_ M'9?@_M@Q&0F-%98_!;/O0TY2B|JM7/
!*_UXO!|KI(NE5;ZQSIG?75I7_ =KL3%_374 M+<4.E.W29.U!9\$VF.L\$'/&>&!(M!4F^BO!|YOL9L'3==5
M+9;'B/>*!=R>LOV<3Y>7LHF-?CO3@M^N+ M|1TNUHV"Z%BYE*4BF-
(N*S!)DR=M9"\$GAAOK;9)W)@1K1>O'@|T7;8KVB7& M#XR%;NV(VZKP|&XRW#/'B84MH'=0N+
<8D@G2"/)S_U%CS0HI9(@9@TF2"Y-KTS9)&X*7;J;E=;V+ MUO&<3FIL/015^X5|ADNL6QTW-
!M|CSR=A|WPN\$GF!U2%#TS^)^5!%*J;|Y>M5 M;O890BH)I%/<6L439ZWW_RZ|YH_>^/<%KL+T^#1?<
S=C/U(;X*U+Z2K_2WBC MK0T9F*HUP*RVX'_D%*QJ7: ^X*;UIH%%_M>%?7OKRZJU|H@P@XJ|_2&Y?55
M0LVW"!|TBS|1<<.X:AUX'4K;|Y#;/|1#|W>ZC_)1A|!'&6U?ST|>/_2S/Z?+ MB3>9US|]\$->%UG-
|;Y%=@&R+MWR|KM;M/|@:0-7*9H8/|86@/L1V%TS/>ZH)> MS#^'Z8R.%1_)E&@%190;-V841|G;|K"=
M(F)7B+|_11EY#_6D=^D!("7)&|J|J#6 M+'#+D0_+|AMAG\$OJ X*AR9_'1L9'TZ^+"Z!VLL6*T'Z).F@SDD
X1N_45H MCDH;_'2\$6&1<3IYC4?A^_5L-5U|6QM03L6HC"32
M;58#JM1S#G\$=+|J^&3N|!>|Q/37H_G7'VGH4YN3OK@P;=...Z)<5_79E_V
MCHR;4ZK/MHBS;\$M.\$62QF@XYXD1TB0%J%:1@Q?|\$>RW=#XO+LXUC5.XMKGD#

MWHUJ2+PAJDI33R?O_J&K*JE+A^A[3V='S^6?ZP+??J_S7C9*SZ%)2_4IM
M,J:8K8P2B@>CHW#6*!^9&71N#)JS/&#L+M#YX;DI(FB6B[4E);JFLL-GR^*M"9J/'79MR;,-/
:2T1&4IFT6"%j0VD04CFN#@P+B1,BE(=I=Z%>J5Q7/V MH\$?
4HXIO9)C>MHZS35V<42QJVLH::Q5SIL'50D_*&>D_-C'#17WHG'I_*2R. \&P*)-P*9,UP&OC
MUM\Q_CA.V'''AT8"/8T/A N'U+2@M9_GZI2;F&(Q!D;.!&FD)44&[Q5"S(G7 M"Q
7F7Z@ "KDQR3AFS^/HC/TXVQ,=XNOI#% ^M\#/YKL%Z9H4'G@UY*84%\ \$DJ ML.L*
4FHA(IVA7A.U;C!P"%OK'<3S>AJZ*3NCI?E-UPN\9AL/2=3D%R C+5P MI(6(DL.K.
BA9Q*N)X">)OJN3IPIS>).PIMWHB#'.B: !?I ^H!=?H^>8>+ M^@
O'.%\$D@Y%5+5\$7ZV5:UT@A\X.FQYX-QSG7SKOVV#B>OT9G(->JU61/T^
MJ7YX8X!G^6M]=O[WZ0+/RH^_/_+SI98'RVORY_/UE429Y5(I_13>SC\$3=; MEX46S.SJ5:Z)Q:*\$#D0H
I3P%H+ "KA@661-(QJC'.^EBZ).4)\$XYC?0>*MTEEB0";C.A0%4F&-0Y= 1I: @0_W2H_-#<[F'
./#F\KFR8_!(6 M1I/9"URW5UP;\$N?I@I/"G4_5!23N>> V:1'9C,#
<_1V5W3S53CN*RBWN8Z97V1@%;8UL'KPCW/01UUQ5I;F-I7^?2.8W?YM_" M\$6[B^Q/A)U_=07>(2CZ-
Q!CHI-+!Y:23"9>[UT=ZCFZO#?0W!O%PPU8G@-' M3M"%+W?
IN)G(XE#7Q^S&\$MI5S<_FBE(I19URNB##P?SM2\1CV\$_ ?14?M+ MIPMOZ)JJO7+C>\$7?
*D010V% @E:QWZMJ0B2TM9*LMPQ*!1IC&4K;IQ!>:'A< MMI% A!PKPU+V[87&?
1QZL8:PD!>@YL4QI!">Y!H.)B9*#DK9U\$:*! ?H>@H_!MX+"AO#I WU&T/>M+VL\XN=Y1LK6&O)?&
[R%^ MV5!3MI7HQ!.6K/CXL1XS!=<=T[I]Z.&@X8OH%.09\C3L/'(#75IE=.)1N9IT090U_9\$(DD(SG-@OA:!
M\$<(R=[C:A7=1-FYLIA%*.B!V\$PH3SF1&L L47A#IHDA5B*QTB7N0"<:971< MACLK-
'232/T(Y0K;X:55&O5#A=W&K5@*G1K%K^='T^5JFI8?YL9V17*J:K*>"<:4UI",>R9@9MRJ58:7LALS6::
[TSDAI MSN.Q0?-3^/9AA5\OSQ=D>%[D^3(D2H4(4-IT@*HE)TLA4Y!\$[261?*)!3!O
MF:#;K.F=H=&"DV.C8>T97S+UUL=M"D+6*#*81.I/^1J4\4J!1OJ-2)F/^S9
M^::1>ZEKUJS6;Z3*M2B(:+*18W[0;55.RF0&O;%0N6637O9:JY+X<
MTYYL)I\IMZ%61WMEX;K1;S!U<1K1^J9*9 U M\4IES2;J+R!FRY,MW%J>&V/L-EHZ-Y';8*N)(+ZO2AQYW?
7N2A^WQZZW<0<)M(U;5&J8KEJ.YZ4TCP"E[50L3\$*? P,! 8FG?=%R-9EQKIXJ3^XEIC-MB!*
M#JX8.HF*(Y.HJFS.FG0'UR4*!T9I_ YTZVCT\$?SMWM'N(#\$>^GWM/RNCT.HGI MZ%F@\$RN8V@N+%2):*
DZ%J^+ "1S#H.<(US%G4_8BZW84L;S?1G; QHV?GM, M/!550\$A3[WR4HYV2\$_GMJ
MG@TA!ML+#V#=#J.PKKNKAWX-S(OJE.IM^/OF\ MZ4_DD@R:*XC.\$^\$VB5HTE8-
,D5DC96+7"V7L)/(KDXLI%U\$-F_!OI\$%'_Z\ M1+AEGA5+BPXR!E#43!X/QYWH)U>UW7@6^)7J
&[7H^XN+SVT)NWYD7YSVJ\$ 58TM^D;Z,\$ M)Y*&+T0@?2V#H->KSY_.JU/5?
2MB\$B="1.94[;3'FJ>5DD[;HK: !4P/FCWVT?9Q^QN>?PH*&JON! M%.Z\!J"K@":QB&03&M
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M2UC[CJN?3V9Y^6SU/"P6W^AD_2TTE;IU\<@[R!G7\3H@HEJ)H
,TG7'IO0G^3!S*H+&N5BYPOYPZ\$H[L]&J=#.SRR&HJE ZQ=A/>W+^TMA^,E^1BUE1;VJU M%
8Q% @0N,2=11,9XN#??=Q VKG[W0*RU%TL'6+N%7_4!0KTO#"K%&J>GE6A1 M-33M&DI>
<7**_I.MXX^W4I/+&YUFHA^FR!XJAPX0!YIKTW3"O/V-6W_Z?DE M../UC@B(95@C[PRC=G8C?
T(>3Y1;+,<=>-#HR#A1TY.CX0WFU6JP, M)4E(0M<'5?4E7;"D2;WB#)FR@0_%P;LQ*RV,#8-=^F!-
,:='1>713%)Q M MF&@5*.D+1!EJ4HH/."^=@Z2>(>DGIYFO:XEO)N\$ND\$8-?
6>JMEM&:7,%?;!Y<Y;WUABD=L\$K41I6;("LX1HDX&2/5D1B@LF6^=Q/XVLPK:XV3EC
M\''RZ>#XO'4U/WW[2\$.L@R'L42ZV13F=Q)4#?!\S!&L587=%;MB%GALZ=B4;28:ZS@Q!-
FM+484H(GOFUA:S\$GF6*L4 M95\IOUKP7B0HF#SZ@*\$[83DJ6X?O%"&[2G#>E)T= ((D,\$UO%R2/_J-
+SDS M72!%I\$0 =T"ZF@%QP1L::3.%8=7?M@S>:0Y)(S#LQ/5C,+MA>1I;A^TXZ.IJM:#E>3?
BWH" ^F'GQ=;A!T'" M/DE(L_/_/@#QOZ;SV=)YM%&J;@L;I>[C3^PC'O_I59!")H4N/0_5P8? M!
;WA,&P.Rof@,*Z>[GF_NUCX.Q! "U\$QSAV#F(7A%K."=I."=MU+"SXOK(M@T#GS(=F1B)P@ (A.#I?
SG?YZM0!9I76 *G';UWGZQ\$&Q@Q(O(A"Q1\CZL MXI36X8?%G=A3;L,>!P;\$;HK=;RUD^6=2DY@VF?
6+HPQ.AWK.=)JF@QA MZZRL12# U!+;AU^&"*>;BAR7WYV@ (A2?_YV\ ??_LOS(TE&HR#TVD8%2R-
'7?%,J&!);OA^&B;<;D=R;HYV 8CY+)(I-&U&J5%* M-D"%MZ[_>[M^_A1< MI!:_@6^!%U=9
D>60(411832_%) L7!E!&!:>:COR/UZ.C85ZV)T:0>=' MWNMYF#Tf6N"Z(/F<:ATTBG-(!?
A3CLZN:@+!R+1">TBFX0/(-PPQ3S-L M>0".CPVB4YOIW6*._92+8IJ\$R(4QFD+I%+588K*
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/V"Y%Q?'AL#I:CAV?._ KRP^8X_#6A*HDPJK:UUP8H7D\$)WC:*0 M20RIZ[PY^C H\UPY=[<[
_KV890I2GVO?N-;RFEW,H*VL 18ZUZ)'6@D= M>4 W N+4;B_3 ZVJ^//NS%U_..8^I-
S1H@V%LXGB\V6DYP*QGGD&(A M3F06P#FT(.BPTZ7X;+T8C(1+P!#P=.,7.[#P]E?
ZK3WKU_ \NK#R\WX37E M668E00\$AD.\$C\$OAD\$3Q9OCIK@>5Z"
<8I#XDK@P_#P5..5N\RI&Q.%TNR4\$. M?
OK.PR+X\WA%G/T3@GP07!:@4W@DK%02@ @YJVS\$[98SMZ%AV# #V!\$PY5I\ MW-
T1)SZO6I?;" +O3JD0\$ZL-QH_ Q9RHJ58(T<9\$%H\2+@UV*Z./ P'3S94 MN3L7^X# "URNIK-OFU>?
Y.\863GAM:\$#CL^<^QI!RH6GKP7YB&7G%<&'P:\$ MIOF!W>7'6"!#KB/[U^]/GFW"U&B2):!J6VC%
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&ABA93#%" +L03I7(&EXVC8432;J M6F0..DER'XNVQ*D2\$G%*&._.\$@3HO>Z=?-N^CI-
\$W^P.AZJ"IV\I5\%8Z; M@.KGZ6S]+*YV97L_/?JT>EM^7>*Z-MQ\$2..5"!8<\$J/6/ J:S%G'4K".5B-C
M:TS=04ZGF?9M(-5*#&.,8\2FA)B7E8\$?PC'.SSH@3Q"9TS7%!WGRM(@2(3(5 MH;"4O
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(Z3>U00)G\$M2Y#6#B3@L!_--13+3D\ -EI>S;[B MOH^6JV/J*7RXDI3T"/I@D(JE?3VQ20@-.LM2R8%Q-
0@PARQ1! ME\$*!\$KY R,JORG2"<6.=*U;)[Q+5*^E")JY_UE,K9B.M.N=!(C_2\2G;Z9
MSYI/9RN:@SY_1&I&I">FFB1(A9CR4VP&532BJQ#EL%(X\AHM%&J8<[I!Tf8 M:_&"%DI9
5C>;3N#NB\$V5U/S4K_-HZO:[8.U:6XPDA&/0[6XT^7Z7B^)-5Q
M7J">,30Z2@:E*@[EM(\$H32"W#!T)75G+6JM;J=DW\KCOIJ1F.=7%P^V_60.[7SZ1I6=V;J5,I0QKM
M3'SJ!\$Q%08^UY-4!D\$. (2J0-I=4E+**M_9MI\$Q/EIV\$NZ;.<[1.09 MLODK74&/#&R*ZVNY""[R"-

Z;Q(PKH;C6W7:W4S(N8O:7\#V0V8'='8#FDHV^ M*2&6M3*FU):N.=<;-
P^A/AH0R@2#K'B12F.W""B+ZCL(MGK77+V8O/8#M&M_X?5O@.>%]-Y7N^>0/8\&J?!ZTA+D(VCU
UR=|BY|&H,K"&X_.QQWU.T>J\$ M:<7_C|PMBU,\$<|HP" Y4?MNDC?FO.%0M!(L"T.P;|7J;?-,
(XR:"WNW&P M Q/|0|+;V>;%06.<-"&K#7AK)S\$9(P1+G\$G>%&Z2RP%W!9S;)
#))8(%T@%H0(DPERU59;H>|H;@Z|CC/B+DYEUXU4\$.|ZI5 MNC94BJRE_GT"S8LY"VS&H(!
|_B|G;1M'<2|2<6X3|Q:7Q'LR>7NJQ2-DU8?%"T7M/1TK?1P&=|)F1T9/O8Y=V8|/4J_W5;U6?
AA\$1.>XF.BPQUY:WF5PC6QQ&XE+;7C=N_OGZPDGPNPIV
M>VWM9ESN"#C+3|/X=+W>3H<|D9YJ65GRV48(\$YN=K-2LI4%MPC |U+&7Q M5OFHP|
S'M0T=-1&0'58B 4#OP_1VDO7G7?@O.60XQ1T"Z*"IOA&G+@ M1=#&.IH-*
|H|SPIQ2K;PF=OKG8*D(T|7R1S*7-2KL(OUK7Z_ |O|LN|V9ESDE2ENF:<2DXEW??,DPX7T-
%M1_*5Y%2E_H+RI+C.)*MA9|_MIF^_5'F+"(_@@"(I8;SHX4<53%T|Z,XHHGK_G5Z,I'!,@I7.T!(.MO!@|B
M "R:| 3AVVE2@.H:|2\$ZXW\$C))"K9_-(KQ1M8.*9G)%/!<=+'UQFW^'(89#3B:@|6?>O?C5?
M7_|RV|EWK...\$V2E/|F16M'5:(E)V465,-+U>+C|H=A*XQ9-#@.29ISM 2;O
MB&G3)6ZWLVURC3+*B|R8*8E|.RLAE#K25>|8IZBP=.#0R|U+C%L2.=2|T#\$^Y
^WN!RM4:W+*S!>K+P^!|KT0P2D' DVJ#>L*>%|<%!>C4YZ8>.!<
MJL/7'+SA,Y">7F_DLO'0F^_REBY>3ZX8U'!5'3%5PP:HJG(-|VP2!&|S\$Y0_('XQ-V?TH283<
M>Y"D|H^X^1HY+8T_!FM,?N)|54B,CWN")0%1 ND-F7'"=O.G-9X1P M3')M#RK%?
0)SCU,QSM/F|Z)|/HA(OKXH;|7W.F9|W+HAR?UUONZV\FK^B?|@ M2WW5W<8MBM%6HH=L1:ULQE
:&7C0/J?D)6WVP\$\$/AZ|Y'JY.BG@^/|+|UE%O M_YC1YWR<7J^/%?
D/=OW8BL&M<|S0(BL|D)6&*97Y@>683ZBD;Q;M*=1|WKUV M.BH<%V^('63"9&MEY4I%U16'
Z.B|+;|GZBJ+;PF#L: ^B.P2W2_PG<"|L
MR^3|A_=\$^#5|LS!;OZ0NK^>+555H)OMP*-82HG*94"9!*E.2XPAYQ%L#MKP
ME%WAA|T|);:|V@X18|S(9G:75KGQ5TS)E,9\$'R_()!TIG,"8N0",F/\$.A-E MPB&:YNP@I:=7J=:)P*?QNSO8O
J+Q1:+ 'P71&=SO \$E_FX5/I\$6G_ |QM<+%M_/CS MG|DKK;(.FAA+HIXUU M?7+9OJ|,C
H8A*W|>0J"8KGV|&.KFB-AJM8,*C&(+J_?D^IG&T@+RL)))G.614,>/0^&>%&' ^VF=
'_*F+WFL;7,#C)ZRNALCY-3>'VN M/FD.F- FL|39|R&;FU@L".06'9TR^!0=,".X|HC.E=86|FY*>GI(: ^;\$SG>
M@67S+6?N|VIYOZK@?(>+5"5UB1//@LE8&/#;E):NVTP>|;. Q|7:&R(7-JRW M|1AU/07TAK"?FTFF |SM?
GJYBX#7/XVB!M&+AT |LUT-JY<-M#M&-+|I4'?ZU'_?MGTQJE/2
M6H"LYTEYB1"4400;S4+*,5CK&@/P9&)|2H|M |CGD5O77=1?W|17/V+|\$|/- MIQ>SV4VXVG:2/|.E^@&?
W*Z_ ^K';&+;9>E#:9B<|!*T)DXF1^JHMBYAU(F:> M"3UA \$NF?;/U^S;HRR|OPNHVU7>
|SY*SXEQ|R+XF:KD2(L9R|K)1WC9*D. M&5+XGJ+QHYQGHN\$Q)^!, 71P3H|?
S68O4US^CM>;HUJGC\$|G:7H=KGI'^DQ% M|GL:7A-
+P|7_Q|'86,N\$Y'GM)SM0'(F|B4P|57@)D056S=E.9?F|1LQM+| M(|<7)BCIGJ?
L.,Z*>K/U8<_|.HSOB'KX>-RDH1PG-%.2|)%%DF\$&FK\$%PT MWGC%4(R(W>|)'C?&WP=PSQ3CCZ5R?
YW58_GAC_E\$11%#2@ (2AIKJ5;N U1F> M(4JM>:W/\$ >ER@P%U0V=XSXH
(+04X3VXZG3|2X):SA!@5YF6|'*&|CU4L38 M+;@3|R@R2X4S/<3TEN,I'?XMMO\$+#W?L|L0/"U54TI
M2/=RJ&E5,3@6420^R+G80.4P3Y73^R)ESM 1? M:L:6.V+^|W_|RW\$2L1A;\$_.N>TD:@7T_)HZ1|O;:XN
F++_?VPG4JTM+M"2TI%|3A%@;04=9LHCT MA_ |A\$ _=C7>KV+S3RX|E
\$&G%V1Y0U\$|259,F1>DRD"!'Q1'IGX,@7#2C+<|.7U8HJS7|6;R//
M|WB|VMZ>ZDY|.E92'<&B.1EM2== 'ZY# HPZ1%2T*"C9+|*#E1GY9& @R;G< M VYN#|%
|_(RSBXM7;P(|2VFV|3NMB:@+|U,P\$ZN,J95M" |ACAN=<.WNZ(7+ MSH5&?CP85+V-
L/4Z;S|*VMW&\$=NPY;=QJA6\$!TxC_ 8#FPUI|_C;_ ' |\$9J.1'|(>7;|J8. M<+
<19'0N%N<+.WK.T+ZUQNW5/2Q@FO"W|B|FM|LPB7;Y;5""MHN+.<8Q:U ML;NL(U&\$(HV9HP*A)\$?
KDN#R|ZYCRXU5>1;|O-J1D5JAB M!*=W9 7X*.
|!#H7*50IX6'6P|X^7ZUD3MT|P|DSF3RV*AY|_GEWR|^WZM: M;?(VX&1+'EAK:I-/6JGM\$RDVZB!*"1984-
9E=MC8YQT?/G(|B\$P<2X+QX; M+XOYS2RO.?7C0*46P<_9:NTC0F+Z?;K|Q_H5&"T
:4%+H0#I>N>+C5=?9G4F02&VPA) ME|K|3 @(%@U89B33@=BD6M<:|"1D|!2JAJ*>M^;|V%
|8SAULF|*^FBI7RXER MV3K.%+#"8GU'4^""+^""+|@I+\$=D?E@'Q1%HI6M+G(640H_?|W;_KG| #U409
ME75R&I2E'2@1.L3B YAH4@E!AQ#/_RMT..=-!1.CF5H!SUO=^YCVY!5<,E=
M\$9Y,0%GJ'L+SDL'1OC@N3.1->^_!@|8V==/?/==(H4QE9?(*DL3.TGAE>)|JB POZEE7W-U4;C-5J
MT>IO3GA&ND)=!(MUS_+\$8*PM|N6).|""^M3>G*1H|G6LX8#641 >XNA<. M"=?
W0Q@3M#K:2/>YL(K7 R+ &4.W>V1))V4X*ZW;5^PE9NRDK^'0UG_W786 MW5DS/2_?
=.E< W+;|I+;/%|.4AA^UZ((%XZ=O?I@R|J2TTLYKD*4VXI F90S3. M0(X\$/T.F%F>MOQ.U+2/?
>=%O_.J|X:|&HW3".E,F5JU+1T2+6O)7> J8&%=X MT&S:<^VP1ZD<.RIU.DH.LL3:"B#2_31'?
YT@|_U#M2>C_ (0P&96.V?)O?&" M%4 C&.^15)G YP3@#AK'#G4|_#_S.%Q J9%"!7!|O JMV
M:M!...|%ZW9Y|Y(V=KCLV:|VBBA^%(2M_ M);WC07(#@9=V#GX&O#4J4S9&Y M0I:L;-
W:|F#BOHZD/2_*CA'#\$X*S=<,UK2PWBC1TT'5F;=&@C<.9*;_RN0U
MVM:NZ:&TC1U0>U:4'2V,+E|3|VWTV|Y^O-C\$|4#09CV;C9/S|5*!8)G/2A7I M^(-
P|3'O1/N6'3MR=C:"|N;T#Z"H)E9P% C S**&FNJ>LP&\$4+P M HKTME;6!|I%|
MY1!'90:3D@S)J(I?WRHDN'%. "IRM*8MT9.C|9%++M;M. M9H;K_"S|B0|J;
>\$TE%L|O7.VS|7*^Y*G/'@B|F^: ^8+VM+ 42_6@ ^V#&144D:&=,".LH:B)<. M'|JD\$Q-
#9.IE8H|&C^9W+.UZE9RRZ|\$+%^&|WK+3&5*)WHD@-2@M?A|UD",63)955(#.*2|K4.ZB.HVJ|_|J
M+Y@YIC3|& %V!<8=|J9YYR5%\$""G\$XY9PR"S<2S\$+*3PH?H UT: ?KS4CRD-
M/T8\$8S|_O0D+.FLOT CJ"N=RVY5%>ZNP|B.(3W1EU*G4P=?90X-KR@LX|:<7N M_?
1>\$'&NX.8MN3@V#%|/%W^\$17Z|P-IO|L7E F^-^+LF>A*C|ZT5N0|DN4 M+LD B2<>)!<8_&\$#XQY?
9|P\$LV&@T9"SHX/D|J_> Q&NM^S9MC86P5F.#+ "V M35>Q6IA)6."!;F17;+6' :.G9|_BK80* XGY_=V"&
|VULD=\$%G%B 81|>J M50:<4A&LC3&QDG(QK:LE3^|LEAR5W/'!2HHX^|!Q3Z|BM(OEUQW"RLYJ
X@YT|);|MF.'E ME|LO_SK%|!|UH16&.54-W\$. M@9U\$%QLB9|!(FXNK)RS^_KN^62W7'..&P#I
HDBT%82(QN2^VI#ZCI&CX>< MG4?+FI= |B>G\$YRU!|\$^N)TID4|!)39;"4\$SI|&#\$5H0BQA"R'F ZU>:

l<'X71V4(8.WZ^Y4H&,-SJBK;ES M64KZBG'(/"0R8P5J?UCTO+^WMM;B>_+%

{1A>=J'C|JGL,SU^<==*"!OR8>BF MKSU8.1T?! M>1TA1T6ZFERMRH[U!8%*FT/*;L!LD6.%N!>X%S

J^|PLHV(7R*XXX MIY@&)4KU570=2QD0=(X863\$L-#>)=A+22R+!<*@YE>O=MH4|*K?;|L.%>OI

M/S'_0BIRQ7RYG,l&3<,_FJ 1\$O+!8UH'J?DB)LY3N0|U!F#N03PPFLH3&M7

M/M:M@Y0_FNFYNLD1%%,DJZH#4D|Q|C|B|C(RDDU6\$?>K'X=VK^D|I^6#P_ M8VK^,>CHRA+9D>;

IT\$CM094C*PJER(X%3W('(/PI=:F/8?^*)= /S3|*|>D MYA|CP*| N"-+0V%@.OD.6=4'".J0.7LP?

KB>!/2Q51<:=D/E9I_E-2/2YQT_.\$>41. M|C&<|4#G_#S#Q>67W_&J-F7XRK#-9G(N.; K8!@=

(&5DH*.4!3COHTO>&Y; MYX_!2E OKGDC/+470@>(VIUCK#C72I6:56@*%&LC1)8DE*)|B#R;U'Q4R>F)

MW>,4|)R#H/.9W@5ROGL |@E&9^@2#2UPD5#E,&!YE&|6(P-KK4".O&5_D=, MMSS^Y36-W!;>

<+HTTY!(>,\$\$)=1S(EI*\$/S,V"=N>_%+|HL=E\$Y?/V>|8>RC50.\$L_S:2+;;?O@S+Z?+KFY'G

MJ(SV\$;#V!"3|44+\$D,%GDCOO

M.6HY<8S%E\$0&\$QSYX%YKJ&X2D_.D3#\$>M7.V7B"t\$YBM\|EOEPDNL B%|) MW|6=.LJVN"

8=P*B7U=E*|J05^2"|<"QB)|&.X-80|1G?@SHX.QK?2Z38|8

MO|7>A<7JRX=%F"Wi8J|+/W+2;KB_ ^O|U7N'P7OM1.;36_|?3L^,FM5FX3;+ # M \$QHE-

2PE|+M2Z_7)A9%^"NAD#UL+(>0?0#. I>&2QY2ZUFL3|%TKM|Z:5_D_Y0VW/OI

MX|+E&20Z;|G>WO"Q#>X+Z>I8&9#"3)<Q|TJ7|HRELDH"00FG820.9_&TGL M.?F?

P+ZQ\$?"B%+)+6ZRY>S3_13|@^(%MQ1.;I74L49X3D!1P&09L1\$KQ4"=#E M8M"4Z%T^"

M/K=01*DZ1XWPHIHZ-D(MYF&TLR0_SUV1@DB"VH4@?BS8H"%A- MAT9)XE 4VH&@R|@SRZ)

l."MX#S@>660PZGK#V2GX&^+,(9VU1Z;"|L M9E%M=A*YDE&P_Y&QJD#!|LH&|3|"EOK>?K'Q_D5266;

(.F2(O4=ZIM^!&5R@?L!:#JPP\$5D.CZ,SC0(MD#Y.T|AOU@.IH*;"Z !8|Q9X";YYS^O<5;G7"U,

(@9&!X'R=Q2EE|+)%U#L7AU(W;7&\$@L TDG Y@>S&?7=*G?J* M^2Z'CL2?8XP*O,< "A/=V5IYL "%0|

\$F+EJ_ \$^ ^B8UR|?S^W|FRZ!!/F|G M%" *1-"&U<.;Q=P7" 8TM)T.CN;|@:#RKZ LLILOT.+F.%+%

C/P@0DPIF3-'/.MV|4>3AUXY)SW^W#22WSA"Y;6*O M-

\$.Z14#*6|0F|H+0@2_.D16W*PSDR39'7PTTWE+P?@>4)S. \ /AN5|H(33

M.IW8&3M@H3&@E.I@978\$F0W3%U_*H IX%,D2#5B|1=NS#L35|XN%/+M6/+CI?K//! M>-R!EEI'Q>Z|

6T"9).0BZXS)\$ \$ZQDG9DK.;D\$F(&HM3.;+3J.%RVD/*B%E* MC:4|; \ ZDQ%TC8OI+|?2

T88.;|H|Q\$>>#O.%LH_OK MDI^T.4|2!TYV O.*I&S@>J<5QPBEX\$|46B3|0'W0%7C!J?!6I-!=+Q#2EX MI-/

)0A\$#2H81S8\$SY E+U;(-W#Y(O)1;CFD:D1;AC6'_F#?GS+(|16Y?S MM'X1KGZ=E?GBT^VKZ "E=

(^M,W#EW.%;?*Y":VT0A,,"(<15!\$8U|L%K)VC LDT|4NZ_4!|!+02.'4\$14(J0H9>O6^ _^A7+'X*E-

MH=PQ@NO@9MV;3|O(%_?&"O J65_L9'#&*;#6!&^E|= *UCHR=E='>677=43 X M-*|&)ETBJU-

6#H*VC|1"1T8H4U|O-A+/D|P@M&:%9)C: 7VPV6T'R7MPS/; MCV%|!R Z(FF:2^>"DOZBL)QV9@2\$8

MDHRV#CV6?V>TGX>'TS/:CQ'.J&&- M_16SRD:&V=B:Y8&@LBO@,ID5A@?

+7)8^/FPFW|J\$O+.RK5,NN3;L'?N=9T^- M9'V!SRXKR-X%3'L&|L!#Q9|>RY M4%Q|4G-U#F'-HH;@=

&+\$=%(S#\$=IBU^O!+RH^1X5_GY,4SM(CC^Y#,HDH>J MC':D/FO=(C.)O!

2H@DBB)I3\$;O.0.@L@_P!+@-)XIPWIB? M';A1/TT_3S/;G)2N)\$Z2Z*T6ODJU

HO7218GP5BUMPUPAQM_BX1NX@(#F/ MP=UV*3|H-TM9TG6)OATB6,LT0W2 2>:OI8 M3G76-

JF\$P5CKBV19'C0??;42N>;-!XIM;KBF|H|SNEHO5Y#U)9WU/_X+S MRT6X_EAO|H6_ J|U0*9@-

<6F5NTX",HI0""="\$Q%X0^J|Z-5|IT6^N|K27F4 M@!\$|M;8"GK?F|MB0P6LNCBP5=;!

A67R_I>)M,ODF1)@K+WLLF5T7%()H2/)3A6 M'BW-76+ZR^7H_>?.(M-#;??

\$7&U_5&A\$;HNC077F)&3)|=Y(9IR_TN(H(O;Y9\$_) MNXG3VUDBQ*PE.8^+V|SBU3.H8U/3)"Y!|)

(65'\$LR L^*(UN,1"Y")QK55C M;|U#W|BV<2-0/'PZ'TH^8T<&_ IO?02^J|?Q;2G3A!<8EOC-

S|^M,RXG(N7@ M9*J|H:3(D6_92,G3MYD;PY+R|SF71VQZ+C|H;9@&I3A7:BQ"SHBB&^OUZ=B

M=KG>V.I8#8/M=Q|P|6F"41;C?8#B(MF*,7OPCGG05C,6>? AM,ZZ=|AEXSYR

M#*.Z|H!)Y;7FO!7| ^5J00Y%"8%|>J=UK-V"143G-23C>(HZ8%"ML;N% A^W MJ

<10>#F%L|W&K&|+>:SRXKR>QE(9|2FG_K(C'HHPAO%&M^6->Q(YH8LE+) M*0-)E@)*8 &OR4W3"5-

FEIOD1>|C|C15|=+Q_QX6TWH#;PR^K.C.6Y%5_M2|HHP5JZBU7)Y*VX\$ "S+5*KK-KWP3F0M_Z,

|G.XV9|TWTX|(P<7W_XQH_ Y M.+U>| ^2|H(7Y8%

QDU;9V_XR#G8@C%F8S&8@|H4!/%0_&;17A+H&XITWH*_ MO0!C\$U!+)2DR_QG\$DC@H7CSY

+;4<^,*9|D*>5#QTZ'0&#O"??C;@=HG_!"Z. M|Y(O|C2|O+GZ1TU*J|NXN'CUEVTKWLRE-\$%+0A/>IU/C|G

MY|%5.I#^*7*;*|'\$=\$&0<4K6^&6X6JO\$VPY?9'(K;9P RVJ/P6PR>)2H/R;2 MJM0QL/Q8^X_M\$P-

H*TVH""^ ^H(=" :2@=|^ECB7NR,#XY;J;6XM|RKG(@!U M2* TTO R)PM+ ^&2D#|ZQOR+"3Z/B_FKC;

(>SQ35OP+NOKX8/Z>+;UJO,2D" MED".>6;|B;|<OG >HA%,QV@4| ^6@Z^#A)X|GY.%,V_%J9%-P_#

l/*VG|'R-MSC%=!1!/%""**7#9<^"%H|ZB),2#FCT|8?S=+=A+DO

+CBST4T0V;|&_L04_G=TC MG\$FFE=\$

A|4P^KV_|GMUX^2H/MUX|A_MB>Z:/Q-H|UT5DQ8(BT MD5(4!"L#)-0NN!|_X=5P/<7M&PEOH-CE|?

PL@.=LDV<>Y'^ZV;ZG_|UL<%4_MZ|09_|MBS5" (#(*TM!=9O"^QD\$YN/=MO#RF|M%8?

lL9J(8-.H52_7.IVGH|\$ M9FSMAB23JUUKBJ;J9_%DYP?%2J3=M7Z>?Y*HD5O|M!#| 7_Z70|H7%Q_G5_E

MZ>SRMLG\$EXM5WFA'C|/WE|H5FJ|ZR< M(=?=-

UH+)|G>@BW8JZR|7=PEX.@@MR>DD2U#G^FYMP3MR;>O9LLEG9;'US+4G_M2#H(6^9'ON9:RJ|;B-

T|D+_ #1:H2O,2)|CHJ|DB/UY |;@AO^1&/R1 M|%= "L3XHH-C;(1N::>& @|V B>Z-0)B::#RIYE*)Q

^|H|HJA)(Y'EK| % MU@PO:WCO0QN?|>Pj.57RQ>KU6(;U:5|O1WA,DE:|293AJR"OAWV269&:&

<">BE,?:P5- FY(P;1AL"2R.);NR MR ZCX;< &?N,A|_6=L5#>DPR\$EN-

\$E"XKAT_ ;U|5!|\$G\$59GA,LL'S;5L|E) MXSK!@X%T")%U8/+>GYGV3;W<>FA:((-#.?2

1T,l3R:9028DH17*ZMIX1@J%J/ M2GR4H(09W|DI+67P_@W|'&K|1.8-0&JO(FKUYR".3*

T=&|BP&6|+0,SB/ M="?M#8UKYXAXNU57M&62^<CVI3CGP0H8W*D|^N=5=\$JHJ/_KAR

M6PFDR.P';X6G.RI9J9A*_ F%_ Q|/WCY;SE400^J5S(B/^%?+F<%*9Y"BZ#_M,+7+))G""U#D-

+2^;'6R1(; ^P;_L8-TS:1|T/M<3J#;S|L_@.GEQ_I.GOO MF4RW2_SMICZ2O2UK|BS?

WJR6JS"KIV@OPW*)BZ8(K./0*Z\$ Y6\$ILTY,N*T M5=JH5")K'=XZBL!Q(ZR#H&LX ?6*OI^F5S?
TL^IV^"+_YIURW8!DHG+BUAL-MUGEB*.<*0NTF4[3S#*W.(K5^B#J1U"%CL,^R,9"ZQ6;|N^C4X|YW3
:N"9 MUW2E|SP&4-1'M1 M:@=<|FKBKX54L8-CSX+K>|S=|?Q"7^UPU|UL^?; #MC.#! MOHJ|\$SPXB-
!&P8.:|WWW0(52:5)"L*P(1K%P""8L"HA^7|B.=FZEF4?+6?W M*_ OV10|V^9%|XF:3#5X|C-
U+3%_8.4G43|G M!+|W|Z|-OG_*D)!M1 A!(=ET04,,E37HKBK7)I:Q:&|T|">D..*(<(^7'HG,#Q
M_F#S|44Q^2*3+PXQ1UI8-. ME/J^P9?GBZ!;|WM^UE6=%OEBN<35O1JZ<|SR8Y=HXZV?
M:;%&7OP.&EY|3|*= M=U>XRJ7HVC,&RA%-YRS=,,EY(2U*F-@K<=>'D?A \$4Y=WT@&)S2
MCDL01C)0&NE<>HO@F8LI>,,PMGXL>9:~15%8.P"6#ZCX&1DF'=@#O\SG^8_I MU=5\$NI*:1^=X(
YY)V|JNE ?PI(3 M60DA-/K6G7+V\$C-NJL(S@JR-.#K 54N#X%58?MS8_9_#57U=F2!WK*!14 PQ
M6EE5QW?R^CZ;,#.5C12M|U:W=&XR1,J*5X)C#Z|";|YWLFD;|9-| 1M:E# M-@EN2I<9;&+=Z|@?
5S,>*O@/DOY|IBN|F^ZFS3XP|5^D M=//I9MUH\6G^6(U_>>.:Y/B'2>
|WI"7:>L-/5TV(=,;+A>Y3,;P_KB^V,B M^TWEN'5ZSVD|!#RO X=|K^H_XEAB? G? TW4\$! A0#% @
%8AL6?=% ME\$E"" .D !, (!&\$P.3,P,C R-"UE>#Q.2YH M=&U02P\$"% ,4 " 5B&Q9.^2TU4P(#S0 \$P@
%S M" 83 Y,S R,#(T+65X,S\$R+FAT;5!+ 0(4 Q0 (!6C;%G=|3/MVP0 M #4: 3 " ? 0 !A,#DS,#
(P,C0M97@S,C\$N:'1M4\$! M A0#% @ %8AL6:C==BW4! '1L !, (! !4 &\$P M.3,P,C R-
"UE>#R.BYH=&U02P\$"% ,4 " 5B&Q9E^:7NVSNO <:0\ M%P @ \$!&P 834P:6-R961I=&%G&UL4\$! A0#% @ %8AL68TCKWL;Q .F4' !4 M (!: #X& !A:FPM,C R-# Y,S !?;&%B+GAM;%!+ 0(4 Q0 (M
!6C;%G1NJOU%7@ #0N!0 5 " ?8"!P!P86YL+3(P,C0P A.3,P7W!R92YX;6Q02P4&| #P#| P/GL' end XML 78
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708663246407885298825695753054327217355160231008037804072000005100001637500171699275157352473-2501705164150000012287140289636631243503980000000186537821221115823333450000001394445891904-5918345-41026386990378661283846069311952187358220GENERAL INFORMATION AND RECENT EVENTS<div>Organization and General</div><div style="text-align:justify">
</div><div style="text-align:justify">The accompanying consolidated financial statements include the accounts of Pangaea Logistics Solutions Ltd. and its consolidated subsidiaries (collectively, the "Company", "Pangaea" "we" or "our"). The Company is engaged in the ocean transportation of drybulk cargoes worldwide through the ownership, chartering and operation of drybulk vessels. The Company is a holding company incorporated under the laws of Bermuda as an exempted company on April 29, 2014. </div><div style="text-align:justify">
</div><div style="text-align:justify">At September 30, 2024, the Company owns three Panamax, two Ultramax Ice Class 1C, two Ultramax and nine Supramax drybulk vessels. The Company owns two-thirds of Nordic Bulk Holding Company Ltd. ("NBHC") which owns a fleet of six Panamax Ice Class 1A drybulk vessels. The Company owns 50% of Nordic Bulk Partners LLC. ("NBP") which owns a fleet of four Post Panamax Ice Class 1A drybulk vessels. The Company has a 50% interest in the owner of a deck barge. Additionally, the Company owns port and terminal operations located in Fort Lauderdale, Florida, and Baltimore, Maryland. </div>On November 6, 2024, the Company acquired the remaining 50% interest in NBP from a non-affiliate, resulting in full ownership of NBP's fleet of four Post Panamax Ice Class 1A dry bulk vessels.32960.500.50BASIS OF PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES<div style="text-align:justify">The accompanying unaudited consolidated financial statements have been prepared in accordance with United States ("U.S.") generally accepted accounting principles ("GAAP") for interim financial information and the instructions to Form 10-Q. Accordingly, these interim financial statements do not include all of the information and note disclosures required by U.S. GAAP for complete financial statements. The accompanying financial information reflects all normal recurring adjustments that are, in the opinion of management, necessary for a fair presentation of the interim period results. These unaudited consolidated financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in our Annual Report on Form 10-K for the year ended December 31, 2023. </div><div style="margin-bottom:8pt;text-align:justify">
</div><div style="text-align:justify">The preparation of consolidated financial statements in conformity with U.S. Generally Accepted Accounting Principles ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates include the percentage completion of voyages in process, the establishment of the allowance for credit losses and the estimate of salvage value used in determining vessel depreciation expense. Actual results could differ from those estimates. </div><div style="text-align:justify">
</div><div style="text-align:justify">Concentration of credit risk</div><div style="text-align:justify">
</div><div style="text-align:justify">The Company's accounts receivable balance includes outstanding receivables from two significant customers. These balances comprise 28% and 14% of accounts receivable, respectively, as of September 30, 2024. </div><div style="text-align:justify;text-indent:36pt">
</div><div style="text-align:justify">Advance hire, prepaid expenses and other current assets</div><div style="text-align:justify">
</div><div style="text-align:justify">Advance hire, prepaid expenses and other current assets were comprised of the following: </div><div style="margin-top:5pt"><table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:63.392%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.379%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:16.146%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.379%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:16.004%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3"><span

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3,751,257 </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: #ceceff; padding: 2px 1pt; text-align: left; vertical-align: bottom">Derivative assets</td><td colspan="3" style="background-color: #ceceff; padding: 0 1pt"></td><td colspan="2" style="background-color: #ceceff; padding: 2px 0 2px 1pt; text-align: right; vertical-align: bottom">1,626,239</td><td style="background-color: #ceceff; padding: 2px 1pt 2px 0; text-align: right; vertical-align: bottom"></td><td colspan="3" style="background-color: #ceceff; padding: 0 1pt"></td><td colspan="2" style="background-color: #ceceff; padding: 2px 0 2px 1pt; text-align: right; vertical-align: bottom">3,384,137 </td><td style="background-color: #ceceff; padding: 2px 1pt 2px 0; text-align: right; vertical-align: bottom"></td></tr><tr><td colspan="3" style="background-color: #ffffff; padding: 2px 1pt; text-align: left; vertical-align: bottom">Other current assets</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">4,823,921</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">5,845,309 </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: #ceceff; padding: 2px 1pt; text-align: right; vertical-align: bottom"></td><td colspan="3" style="background-color: #ceceff; padding: 0 1pt"></td><td style="background-color: #ceceff; border-bottom: 3pt double #000000; border-top: 1pt solid #000000; padding: 2px 0 2px 1pt; text-align: left; vertical-align: bottom">\$</td><td style="background-color: #ceceff; border-bottom: 3pt double #000000; border-top: 1pt solid #000000; padding: 2px 0; text-align: right; vertical-align: bottom">32,219,650</td><td style="background-color: #ceceff; border-bottom: 3pt double #000000; border-top: 1pt solid #000000; padding: 2px 1pt 2px 0; text-align: right; vertical-align: bottom"></td><td colspan="3" style="background-color: #ceceff; padding: 0 1pt"></td><td style="background-color: #ceceff; border-bottom: 3pt double #000000; border-top: 1pt solid #000000; padding: 2px 0 2px 1pt; text-align: left; vertical-align: bottom">\$</td><td style="background-color: #ceceff; border-bottom: 3pt double #000000; border-top: 1pt solid #000000; padding: 2px 0; text-align: right; vertical-align: bottom">28,340,246 </td><td style="background-color: #ceceff; border-bottom: 3pt double #000000; border-top: 1pt solid #000000; padding: 2px 1pt 2px 0; text-align: right; vertical-align: bottom"></td></tr></table></div><div style="text-align: justify">Goodwill</div><div style="text-align: justify">
</div><div style="text-align: justify">We conducted our annual qualitative assessment of goodwill as of June 1, 2024, which indicated that it was more likely than not that the fair value of the Company's goodwill exceeded its carrying amount, thus no impairment was indicated. As of September 30, 2024, no events or changes in circumstances occurred that would necessitate a further impairment review.</div><div style="text-align: justify">
</div><div style="text-align: justify">Other non-current Assets</div><div style="text-align: justify">
</div><div style="text-align: justify">Other non-current assets were comprised of the following:</div><div style="text-align: justify">
</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: 63.682%"></td><td style="width: 0.1%"></td><td style="width: 0.1%"></td><td style="width: 0.379%"></td><td></td></tr></table></div>

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919,509

6,107,198

5,590,295

September 30, 2024

December 31, 2023

height:100%;border-top:1pt solid #000000;vertical-align:bottom">			
Accounts payable	11,961,040		
Accrued expenses	13,991,724		
Bunkers suppliers	7,672,260		
Charter hire payable	10,838,685		
Other accrued liabilities	3,314,298		

Leases Time charter in contracts The Company Leases Time charter out contracts Charter revenue is earned when the Company lets a vessel it owns or operates to a charterer for a specified period of time. Charter revenue is based on the agreed rate per day. The charterer has the power to direct the use and receives substantially all of the economic benefits from the use of the vessel. The Company determined that all time charter contracts are considered operating leases and therefore fall under the scope of ASC 842 because: (i) the vessel is an identifiable asset; (ii) the Company does not have substantive substitution rights; and (iii) the charterer has the right to control the use of the vessel during the term of the contract and derives the economic benefits from such use. At September 30, 2024, the Company had four vessels chartered to customers under time charters that contained a lease. These four leases varied in original length from 35 days to 123 days. The lease payments due under these arrangements totaled approximately \$1,302,000 and each of the time charters were due to be completed in 35 days or less.		

At September 30, 2023, the Company had two vessels chartered to customers under time charters that included a lease. These two leases varied in original length from 30 days to 32 days. The lease payments due under this arrangement totaled approximately \$247,000 and each time charter was due to be completed in 10 days or less.

The Company does not have any sales-type or direct financing leases.

Office leases

The Company has four non-cancelable office and office equipment leases. The resulting lease assets and liabilities are not material.

The Company has four non-cancelable office and office equipment leases. The resulting lease assets and liabilities are not material.

Ground Lease

The company entered into a 10-year ground lease agreement with the Tampa Port Authority, commencing on April 22, 2024. According to ASC 842, this lease will be accounted for as a right-of-use (ROU) asset and a lease liability on the balance sheet. The initial measurement of the ROU asset and lease liability will be based on the present value of the lease payments over the lease term.

Revenue

Recognition

In a voyage charter contract, the charterer hires the vessel to transport a specific agreed-upon cargo for a single voyage, which may contain multiple load ports and discharge ports. The consideration in such a contract is determined on the basis of a freight rate per metric ton of cargo carried or occasionally on a lump sum basis. The charter party generally has a minimum amount of cargo. The charterer is liable for any short loading of cargo or "dead" freight. The voyage contract generally has standard payment terms of 95% freight paid within three days after completion of loading. The voyage charter party generally has a "demurrage" or "despatch" clause. As per this clause, the charterer reimburses the Company for any delays that exceed the agreed to laytime at the ports visited, with the amounts recorded as demurrage revenue. Conversely, the charterer is given credit if the loading/discharging activities happen within the allowed laytime which is known as despatch and results in a reduction of revenue. In a voyage charter contract, the performance obligations begin to be satisfied once the vessel begins loading the cargo. The Company determined that its voyage charter contracts consist of a single performance obligation of transporting the cargo within a specified time period. Therefore, the performance obligation is met evenly as the voyage progresses, and the revenue is recognized on a straight-line basis over the voyage days from the commencement of the loading of cargo to completion of discharge.

The voyage contracts are considered service contracts which fall under the provisions of ASC 606,

Revenue from Contracts with Customers

because the Company, as the shipowner, retains control over the operations of the vessel such as directing the routes taken or the vessel speed. The voyage contracts generally have variable consideration in the form of demurrage or despatch.

During time charter agreements, the Company is paid to provide transportation services on a per day basis for a specified period of time. Revenues from time charters are earned and recognized on a straight-line basis over the term of the charter, the charterers have substantive decision-making rights to direct how and for what purpose the vessel is used. As such, the Company has identified that time charter agreements contain a lease in accordance with ASC 842. Revenue is not earned when vessels are offhire.

In a stevedore service contract, the Company is paid to provide cargo handling services on a per unit basis for a specified quantity of cargo. The consideration in such a contract is determined on the basis of a rate per unit of cargo handled. The contract

Revenues from stevedore service contracts are earned and recognized on a per unit basis as completed over the performance period.

Deferred Revenue

All deferred revenue recorded on the consolidated balance sheets as of December 31, 2023, was recognized during the nine months ended September 30, 2024.

Recently Issued Accounting Pronouncements Not Yet Adopted

In March 2020, the FASB issued ASU No. 2020-04, "Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting," which provides optional expedients and exceptions for applying generally accepted accounting principles ("GAAP") to contracts, hedging relationships and other transactions that reference LIBOR or another reference rate expected to be discontinued because of reference rate reform. In January 2021, the FASB issued ASU No. 2021-01, "Reference Rate Reform (Topic 848): Scope," which clarified that certain optional expedients and exceptions in Topic 848 apply to derivatives that are affected by the discounting transition due to reference rate reform. In December 2022, the FASB issued ASU No. 2022-06, "Reference Rate Reform (Topic 848): Deferral of the Sunset Date of Topic 848," which defers the sunset date of Topic 848 from December 31, 2022 to December 31, 2024, after which entities will no longer be permitted to apply the relief under Topic 848. As of September 30, 2024, the Company no longer holds any LIBOR-based contracts or financial instruments; therefore, the relief provisions under Topic 848 have no impact on our consolidated financial statements. The Company will continue to monitor any future guidance from the FASB related to reference rate reform.

In November 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2023-07, Improvements to Reportable Segment Disclosures ("ASC 2023-07"), which amends the existing segment reporting guidance (ASC Topic 280 — Segment Reporting ("ASC 280")) to improve reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses that are regularly provided to the chief operating decision maker ("CODM") and included within each reported measure of segment profit or loss, an amount for other segment items by reportable segment and a description of its composition, the title and position of the CODM and an explanation of how the CODM uses the reported measure(s) of segment profit or loss in assessing segment performance and deciding how to allocate resources. In addition, companies with a single reporting segment will have to provide all of the disclosures required by ASC 280, including the significant segment expense disclosures.

The amendments in this update are effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. The Company is currently evaluating the impact of our pending adoption of this standard on its financial statement disclosures.

Advance hire, prepaid expenses and other current assets were comprised of the following:					
September 30, 2024					
December 31, 2023					

[illegible]

[illegible]

[illegible]

6,107,198	5,590,295	11,667,093
Accounts payable, accrued expenses and other current liabilities were comprised of the following:		
September 30, 2024	December 31, 2023	
(unaudited)		
Accounts payable		
11,961,040		
Background		
6,277,693		
Accrued expenses		

[illegible]

family: 'Times New Roman', sans-serif; font-size: 10pt; font-weight: 400; line-height: 100%;>35,836,262</td><td style="background-color: #ffffff; border-bottom: 3pt double #000000; border-top: 1pt solid #000; padding: 2px 1pt 2px 0; text-align: right; vertical-align: bottom"></td></tr></table>

1196104062776931399172414038418767226043935331083868581127013314298301391747778

AND CASH EQUIVALENTS<div style="text-align: justify">Cash and cash equivalents include short-term deposits with an original maturity of less than three months. The following table provides a reconciliation of cash and cash equivalents reported within the consolidated balance sheets that sum to the total of the same amounts shown in the consolidated statement of cash flows:</div><div style="text-align: justify; text-indent: 9pt"></div>

</td> <td colspan="3" style="padding: 2px 1pt; text-align: center; vertical-align: bottom">September 30, 2024</td> <td colspan="3" style="padding: 0 1pt"></td> <td colspan="3" style="padding: 2px 1pt; text-align: center; vertical-align: bottom">December 31, 2023</td> </td></td></td>			September 30, 2024</td> <td colspan="3" style="padding: 0 1pt"></td> <td colspan="3" style="padding: 2px 1pt; text-align: center; vertical-align: bottom">December 31, 2023</td> </td></td>			</td> <td colspan="3" style="padding: 2px 1pt; text-align: center; vertical-align: bottom">December 31, 2023</td> </td>			December 31, 2023</td>		
December 31, 2023</td> <td colspan="3" style="padding: 0 1pt"></td> <td colspan="3" style="padding: 2px 1pt; text-align: center; vertical-align: bottom">December 31, 2023</td> </td></td>			</td> <td colspan="3" style="padding: 2px 1pt; text-align: center; vertical-align: bottom">December 31, 2023</td> </td>			December 31, 2023</td>					
(unaudited)</td> <td colspan="3" style="padding: 0 1pt"></td> <td colspan="3" style="border-top: 1pt solid #000000; padding: 0 1pt"></td> </td></td>			</td> <td colspan="3" style="border-top: 1pt solid #000000; padding: 0 1pt"></td> </td>			</td>					
Money market accounts – cash equivalents</td> <td colspan="3" style="background-color: #e6e6ff; padding: 2px 0 2px 1pt; text-align: left; vertical-align: bottom">\$</td> <td colspan="3" style="background-color: #e6e6ff; padding: 2px 0; text-align: right; vertical-align: bottom">32,166,579</td> <td colspan="3" style="background-color: #e6e6ff; padding: 2px 1pt 2px 0; text-align: right; vertical-align: bottom"></td> </td></td></td>			\$</td> <td colspan="3" style="background-color: #e6e6ff; padding: 2px 0; text-align: right; vertical-align: bottom">32,166,579</td> <td colspan="3" style="background-color: #e6e6ff; padding: 2px 1pt 2px 0; text-align: right; vertical-align: bottom"></td> </td></td>			32,166,579</td> <td colspan="3" style="background-color: #e6e6ff; padding: 2px 1pt 2px 0; text-align: right; vertical-align: bottom"></td> </td>			</td>		
</td> <td colspan="3" style="background-color: #e6e6ff; padding: 0 1pt"></td> <td colspan="3" style="background-color: #e6e6ff; padding: 2px 0 2px 1pt; text-align: left; vertical-align: bottom">\$</td> <td colspan="3" style="background-color: #e6e6ff; padding: 2px 0; text-align: right; vertical-align: bottom">38,556,005</td> </td></td></td>			</td> <td colspan="3" style="background-color: #e6e6ff; padding: 2px 0 2px 1pt; text-align: left; vertical-align: bottom">\$</td> <td colspan="3" style="background-color: #e6e6ff; padding: 2px 0; text-align: right; vertical-align: bottom">38,556,005</td> </td></td>			\$</td> <td colspan="3" style="background-color: #e6e6ff; padding: 2px 0; text-align: right; vertical-align: bottom">38,556,005</td> </td>			38,556,005</td>		
</td> <td colspan="3" style="background-color: #e6e6ff; padding: 2px 1pt 2px 0; text-align: right; vertical-align: bottom"></td> <td colspan="3" style="background-color: #e6e6ff; padding: 2px 1pt 2px 0; text-align: right; vertical-align: bottom"></td> </td></td>			</td> <td colspan="3" style="background-color: #e6e6ff; padding: 2px 1pt 2px 0; text-align: right; vertical-align: bottom"></td> </td>			</td>					
</td> <td colspan="3" style="background-color: #e6e6ff; padding: 2px 1pt 2px 0; text-align: right; vertical-align: bottom"></td> <td colspan="3" style="background-color: #e6e6ff; padding: 2px 1pt 2px 0; text-align: right; vertical-align: bottom"></td> </td></td>			</td> <td colspan="3" style="background-color: #e6e6ff; padding: 2px 1pt 2px 0; text-align: right; vertical-align: bottom"></td> </td>			</td>					
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</td> <td colspan="3" style="background-color: #e6e6ff; padding: 2px 1pt 2px 0; text-align: right; vertical-align: bottom"></td> <td colspan="3" style="background-color: #e6e6ff; padding: 2px 1pt 2px 0; text-align: right; vertical-align: bottom"><span style="color: #000000; font-family:</td></td>			</td> <td colspan="3" style="background-color: #e6e6ff; padding: 2px 1pt 2px 0; text-align: right; vertical-align: bottom"><span style="color: #000000; font-family:</td>			<span style="color: #000000; font-family:					

height:100%></td><td style="background-color:#cceeef;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeef;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">50,275,361</td><td style="background-color:#cceeef;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Total cash and cash equivalents</td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">\$</td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">93,119,521</td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">\$</td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">99,037,866</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><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></table></div><div style="text-indent:9pt">
</div><div style="text-align:justify;text-indent:9pt">(1)It consists of cash deposits at various major banks.</div><div style="text-align:justify;text-indent:9pt">
</div><div style="text-align:justify;text-indent:9pt">As of September 30, 2024 and December 31, 2023, the Company held cash and cash equivalents in the following subsidiaries:</div><div style="text-align:justify;text-indent:9pt"><table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:bottom;width:99.137%"><tr><td style="width:1.0%"></td><td style="width:63.827%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:16.146%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.379%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:16.148%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">Cash and cash equivalents</td><td colspan="3" style="padding:2px 1pt;text-align:center;vertical-align:bottom">September 30, 2024</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" 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:right;vertical-align:bottom">(unaudited)</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#cceeef;padding:2px 1pt;text-align:left;vertical-align:bottom"><div>Pangaea(1)</div></td><td style="background-color:#cceeef;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">\$</td><td style="background-color:#cceeef;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:700;line-

height:100%;width:78,562,316</td><td style="background-color:#ccccff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ccccff;padding:0 1pt"></td><td style="background-color:#ccccff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">\$</td><td style="background-color:#ccccff;padding:2px 0;text-align:right;vertical-align:bottom">81,652,679 </td><td style="background-color:#ccccff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"><div>NBHC (2)</div></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">8,996,753</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">11,948,547 </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:#ccccff;padding:2px 1pt;text-align:left;vertical-align:bottom"><div>NBP and Deck Barge (3)</div></td><td colspan="2" style="background-color:#ccccff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">5,560,452</td><td style="background-color:#ccccff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ccccff;padding:0 1pt"></td><td colspan="2" style="background-color:#ccccff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">5,436,640 </td><td style="background-color:#ccccff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Total cash and cash equivalents</td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">\$</td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">93,119,521</td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">\$</td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">99,037,866 </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></div><div style="text-align:justify;text-indent:9pt">(1)Held by 100% owned Pangaea consolidated subsidiaries</div><div style="text-align:justify;text-indent:9pt">(2)Held by a 67% owned Pangaea consolidated subsidiary</div><span

(3) Held by a 50% owned Pangaea consolidated subsidiary. On November 6, 2024, the Company acquired the remaining 50% interest in NBP. The following table provides a reconciliation of cash and cash equivalents reported within the consolidated balance sheets that sum to the total of the same amounts shown in the consolidated statement of cash flows:

September 30, 2024			December 31, 2023				
(unaudited)							
Money market accounts – cash equivalents			\$			32,166,579	
						\$	
						38,556,005	
						15,029,874	
						10,206,500	
						45,923,068	
						50,275,361	

Total cash and cash equivalents

93,119,521	\$
99,037,866	

(1)

It consists of cash deposits at various major banks.

As of September 30, 2024 and December 31, 2023, the Company held cash and cash equivalents in the following subsidiaries:

Cash and cash equivalents	September 30, 2024	December 31, 2023	(unaudited)	Pangaea	\$78,562,316

81,652,679

NBHC	
(2)	
8,996,753	
11,948,547	
NBP and Deck Barge	
(3)	
5,560,452	
5,436,640	
Total cash and cash equivalents	
\$	
93,119,521	
99,037,866	

(1)

(2)

Held by a 67% owned Pangaea consolidated subsidiary

(3) Held by a 50% owned Pangaea consolidated subsidiary. On November 6, 2024, the Company acquired the remaining 50% interest in

NBP.32166579385560051502987410206500459230685027536193119521990378667856231681652679.

ASSETS

Roman

At September 30, 2024, the Company owned twenty-six dry bulk vessels including ten financed under finance leases, and one barge. The carrying amounts of these vessels, including unamortized drydocking costs, are as follows:

	September 30, 2024	December 31, 2023
Cost	\$17,617,399	\$18,949,524
Accumulated depreciation	(18,549,448)	(19,789,942)
Net carrying amount	\$ (932,049)	\$ (840,368)

m/v NORDIC ODYSSEY

(1)

m/v NORDIC ORION

(1)

m/v NORDIC OSHIMA

	m/v NORDIC OLYMPIC	
	m/v NORDIC ODIN	
	m/v NORDIC OASIS	
	m/v NORDIC NULUJAAK	

m/v NORDIC QINNGUA

(2)	(4)

34,992,440

36,018,502

m/v NORDIC SANNGJUQ

(2)	(4)

34,620,640

35,623,004

m/v NORDIC SIKU

(2)	(4)

35,003,265

36,009,984

m/v BULK ENDURANCE

20,923,447

21,859,034

m/v BULK PRUDENCE

25,751,987

26,533,530

m/v BULK COURAGEOUS

14,799,839

15,145,246

m/v BULK CONCORD

18,941,934

18,965,726

m/v BULK FREEDOM

7,554,843

8,150,075

m/v BULK PRIDE

10,813,297

11,194,335

m/v BULK SPIRIT

12,212,972

12,970,111

m/v BULK SACHUEST

15,880,154

16,487,253

m/v BULK INDEPENDENCE

12,904,828

13,752,517

m/v BULK FRIENDSHIP

(4)

12,167,309

m/v BULK VALOR

15,900,269

16,434,083

m/v BULK PROMISE

16,454,062

16,970,026

m/v BULK BRENTON

[illegible]

height:100%">514,581,091</td><td style="background-color:#cceeef;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td style="background-color:#cceeef;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">\$</td><td style="background-color:#cceeef;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">474,265,171</td><td style="background-color:#cceeef;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr style="height:14pt"><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;border-top:3pt double #000000;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;border-top:3pt double #000000;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#cceeef;padding:2px 1pt;text-align:center;vertical-align:bottom">Right of Use Assets</td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Finance lease right of use assets:</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:#cceeef;padding:2px 1pt;text-align:left;vertical-align:bottom">m/v BULK XAYMACA</td><td colspan="3" style="background-color:#cceeef;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">\$</td><td colspan="3" style="background-color:#cceeef;padding:2px 0;text-align:right;vertical-align:bottom">10,796,853</td><td colspan="3" style="background-color:#cceeef;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeef;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">\$</td><td colspan="3" style="background-color:#cceeef;padding:2px 0;text-align:right;vertical-align:bottom">11,623,719</td><td colspan="3" style="background-color:#cceeef;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">m/v BULK DESTINY</td><td colspan="3" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">17,986,271</td><td colspan="3" 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 0 2px 1pt;text-align:right;vertical-align:bottom">18,770,104</td><td colspan="3" style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#cceeef;padding:2px 1pt;text-align:left;vertical-align:bottom">Operating lease right of use assets:</td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"><div>Other Right of Use Assets, net(4)</div></td><td colspan="3" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">351,364<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 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: #cceeef; padding: 2px 1pt; text-align: left; vertical-align: bottom;">Total right of use assets</td><td style="background-color: #cceeef; 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: #cceeef; border-bottom: 3pt double #000000; border-top: 1pt solid #000; padding: 2px 0; text-align: right; vertical-align: bottom;">29,134,488</td><td style="background-color: #cceeef; 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: #cceeef; padding: 0 1pt;"></td><td style="background-color: #cceeef; border-bottom: 3pt double #000000; border-top: 1pt solid #000; padding: 2px 1pt 2px 0; text-align: left; vertical-align: bottom;">\$</td><td style="background-color: #cceeef; border-bottom: 3pt double #000000; border-top: 1pt solid #000; padding: 2px 0; text-align: right; vertical-align: bottom;">30,393,823</td><td style="background-color: #cceeef; border-bottom: 3pt double #000000; 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: #cceeef; padding: 0 1pt;"></td><td colspan="3" style="background-color: #cceeef; padding: 0 1pt;"></td><td colspan="3" style="background-color: #cceeef; padding: 0 1pt;"></td><td colspan="3" style="background-color: #cceeef; padding: 0 1pt;"></td><td colspan="3" style="background-color: #cceeef; padding: 0 1pt;"></td><td colspan="3" style="background-color: #cceeef; padding: 0 1pt;"></td></tr></table></div><div style="margin-top: 5pt">(1) Vessels are owned by NBHC, a consolidated entity in which the Company has a two-third ownership interest at September 30, 2024 and December 31, 2023, respectively.</div><div>
</div><div style="margin-bottom: 8pt">(2) Vessels are owned by NBP, a consolidated joint venture in which the Company has a50% ownership interest at September 30, 2024 and December 31, 2023. On November 6, 2024, the Company acquired the remaining 50% interest in NBP from a non-affiliate, resulting in full ownership of NBP's fleet of four Post Panamax Ice Class 1A dry bulk vessels.</div><div style="margin-bottom: 8pt">(3) Barge is owned by a 50% owned consolidated subsidiary.</div><div style="margin-bottom: 8pt">(4) Refer to Note 6, "Leases" of our Financial Statements for additional information related to the Assets under finance lease and operating lease.</div><div style="margin-bottom: 8pt; margin-top: 5pt">Long-lived Assets Impairment Considerations</div><div style="text-align: justify">
</div><div style="text-align: justify">The Company evaluates the recoverability of its fixed assets and other assets in accordance with ASC 360-10-15,Impairment or Disposal of Long-Lived Assets,which requires impairment losses to be recorded on long-lived assets used in operations when indicators of impairment are present and the undiscounted cash flows estimated to be generated by those assets are less than their carrying amounts. If indicators of impairment are present, we

perform an analysis of the anticipated undiscounted future net cash flows to be derived from the related long-lived assets. Our assessment is made at the asset group level, which represents the lowest level for which identifiable cash flows are largely independent of other groups of assets. The asset groups established by the Company are defined by vessel size and major characteristic or trade.

The Company concluded that no triggering event had occurred during the nine months ended September 30, 2024, which would require impairment testing.

The Company concluded that no triggering event had occurred during the third quarter of 2023, which would require impairment testing. However, during the first quarter of 2023, the Company determined that a triggering event had occurred related to the sale of a vessel, as its carrying value exceeded its fair value. On January 18, 2023, the Company signed a memorandum of agreement to sell the m/v Bulk Newport for \$8.9 million in net consideration after brokerage commissions. As a result, the Company recorded a loss on sale of \$1.2 million in the first quarter of 2023. The Company performed an impairment analysis on each asset group and concluded the estimated undiscounted future cash flows were higher than their carrying amounts and as such, no additional loss on impairment was recognized.

The carrying amounts of these vessels, including unamortized drydocking costs, are as follows:

	September 30,	December 31,	2024	2023
(unaudited)				
m/v NORDIC ODYSSEY	\$17,617,399	\$18,949,524		
m/v NORDIC ORION				

[illegible]

m/v NORDIC NULUUJAAK			(2) (4)
35,019,093			
36,088,312			
m/v NORDIC QINNGUA			(2) (4)
34,992,440			
36,018,502			
m/v NORDIC SANNGIJUQ			(2) (4)
34,620,640			
m/v NORDIC SIKU			(2) (4)
35,003,265			
36,009,984			
m/v BULK ENDURANCE			
20,923,447			

21,859,034

m/v BULK PRUDENCE

25,751,987

m/v BULK COURAGEOUS

(4)

14,799,839

15,145,246

m/v BULK CONCORD

(4)

18,941,934

18,965,726

m/v BULK FREEDOM

7,554,843

8,150,075

m/v BULK PRIDE

10,813,297

11,194,335

m/v BULK SPIRIT

12,212,972	12,970,111	15,880,154	16,487,253	12,904,828	13,752,517	12,167,309	12,810,712	15,900,269	16,434,083

m/v BULK SACHUEST

15,880,154	16,487,253	12,904,828	13,752,517	12,167,309	12,810,712	15,900,269	16,434,083

m/v BULK INDEPENDENCE

12,904,828	13,752,517	12,167,309	12,810,712	15,900,269	16,434,083

m/v BULK FRIENDSHIP

12,167,309	12,810,712	15,900,269	16,434,083

m/v BULK VALOR

12,810,712	15,900,269	16,434,083

m/v BULK PROMISE
2
16,454,062
3
1
16,970,026
0
m/v BULK BRENTON
28,529,665
28,509,394
1
28,509,394
28,509,394
1
28,509,394
28,509,394
1
28,509,394
28,509,394
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28,509,394
1</

[illegible]

Operating lease right of use assets:

351,364		
Total right of use assets		

\$ 29,134,488

Vessels are owned by NBHC, a consolidated entity in which the Company has a two-third ownership interest at September 30, 2024 and December 31, 2023, respectively.

(1)

Vessels are owned by NBP, a consolidated joint venture in which the Company has a 50% ownership interest at September 30, 2024 and December 31, 2023. On November 6, 2024, the Company acquired the remaining 50% interest in NBP from a non-affiliate, resulting in full ownership of NBP's fleet of four Post Panamax Ice Class 1A dry bulk vessels.

(2)

Barge is owned by a 50% owned consolidated subsidiary.

(3)

[illegible]

[illegible]

				Bulk Pride – Tranche C
				1,900,000
				May 2024
				Bulk Independence - Tranche E
				9,500,000
				May 2024
				\$50 Million Senior Secured Term Loan Facility - Dated May 16, 2024
			(4)	
				48,144,309
				7.60
				%
				May 2029
				Bulk Valor Corp. Loan and Security Agreement
			(2)	
				9,056,964

[illegible]

[illegible]

99,198,035

Less: current portion

(16,536,650)

(30,751,726)

Secured long-term debt, net

117,014,342

As of September 30, 2024.

(2)

Interest rates on the loan facilities are fixed.

(3)

The borrower under this facility is NBHC. The Company has two-third's ownership interest and an independent third party has one-third ownership interest in NBHC. NBHC is consolidated in accordance with ASC 810-10 and as such, amounts pertaining to the non-controlling ownership held by the third parties in the financial position of NBHC are reported as non-controlling interest in the accompanying balance sheets.

height:120%;position:relative;top:-3.15pt;vertical-align:baseline">(4)This facility is secured by the vessels m/v Bulk Endurance, m/v Bulk Brenton, and Bulk Patience, and is guaranteed by the Company.</div><div style="margin-top:1pt;text-align:justify">
</div><div style="margin-top:1pt;text-align:justify">\$50 Million Senior Secured Term Loan Facility</div><div style="margin-top:1pt;text-align:justify">
</div><div style="margin-top:1pt;text-align:justify">On May 16, 2024, the Company entered into a \$50 million Senior Secured Term Loan facility with a lender, providing committed funding for vessel acquisitions. The following drawdowns have been made under this facility, each with a maturity date of May 2029:</div><div>
</div><div>Initial Drawdown: On May 17, 2024, Bulk Endurance (MI) Corp., as the initial borrower, drew \$17.6 million against the MV Bulk Endurance. The loan is repayable in quarterly installments of \$413,145, with a balloon payment of \$9,337,089 due at maturity in May 2029. Interest is floating at the Secured Overnight Financing Rate (SOFR) plus 2.5%.</div><div>
</div><div>Second Drawdown: On July 19, 2024, Bulk Brenton (MI) Corp. drew \$15.7 million to finance the MV Bulk Brenton, which was delivered on July 26, 2024. Repayment is structured in quarterly installments of \$392,545, with a final balloon payment of \$8,216,654 due in May 2029. The interest rate is SOFR plus 2.5%, consistent with the initial drawdown.</div><div>
</div><div>Third Drawdown: On August 14, 2024, Bulk Patience (MI) Corp. drew \$15.7 million for the MV Bulk Patience, delivered on August 20, 2024. This tranche is repayable in quarterly installments of \$372,354, with a balloon payment of \$8,972,626, also due in May 2029. The interest rate aligns with the prior tranches at SOFR plus 2.5%.</div><div>Following the third drawdown, the Company canceled the remaining undrawn amount under the facility.</div><div>
</div><div style="margin-top:1pt;text-align:justify">\$15.2 Million Senior Secured Term Loan Facility</div><div>
</div><div>On July 17, 2024, the Company entered into a \$15.2 million Senior Secured Term Loan facility to finance the MV Bulk Prudence, an Ultramax Bulk Carrier. The loan is structured with quarterly installments of \$347,000 and a final balloon payment of \$8,607,000 due in July 2029. Interest on the loan is based on a floating rate at SOFR plus 1.90%. Bulk Prudence Corp., a wholly-owned subsidiary of Pangaea Logistics Solutions Ltd., is the borrower, with Pangaea and affiliated entities acting as guarantors.</div><div>
</div><div>The future minimum annual payments under the debt agreements are as follows:</div><div>
</div><div style="margin-top:1pt"><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:74.923%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.384%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:22.293%"></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:2px 1pt;text-align:right;vertical-align:bottom">Years ending December 31,</td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:2px 1pt;text-align:right;vertical-align:bottom">(unaudited)</td></tr><tr><td colspan="3" style="background-color:#cceeef;padding:2px 1pt;text-align:left;vertical-align:bottom">2024 (remainder of the year)</td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeef;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">\$</td><td colspan="3" style="background-color:#cceeef;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">4,118,797</td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"></td></tr></table></div>

[illegible]

[illegible]

[illegible]

[illegible]

Total		
\$		
135,437,812		
Less:		
unamortized issuance costs, net		
(1,886,820)		
(1,053,440)		
99,198,035		
(16,536,650)		
(30,751,726)		

[illegible]

height:100%">2024 (remainder of the year)</td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td style="background-color:#cceeef;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">\$</td><td style="background-color:#cceeef;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">4,118,797</td><td style="background-color:#cceeef;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">2025</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">16,576,196</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:#cceeef;padding:2px 1pt;text-align:left;vertical-align:bottom">2026</td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeef;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">16,738,201</td><td style="background-color:#cceeef;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">2027</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">46,055,191</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:#cceeef;padding:2px 1pt;text-align:left;vertical-align:bottom">2028</td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeef;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">11,422,630</td><td style="background-color:#cceeef;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Thereafter</td><td colspan="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">40,526,797</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:#cceeef;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeef;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">\$</td><td style="background-color:#cceeef;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:#cceeef;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">135,437,812</td><td style="background-color:#cceeef;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> 41187971657619616738201460551911142263040526797135437812LEASES The Bulk Destiny, Bulk Xaymaca, Bulk Spirit, Bulk Friendship, Bulk Courageous, Nordic Nuluujaak, Nordic Qinnqua, Nordic Sanngijug, Nordic Siku and Bulk Concord are classified as finance leases and the leases are secured by the assignment of earnings and insurances and by guarantees of the Company. Minimum lease payments under finance leases are recognized on a straight-line basis over the term of the lease and the Company will own these vessels at the end of lease term. Refer to the Company's annual report Form 10-K for the year ended December 31, 2023, filed with the Securities and Exchange Commission on March 14, 2024 for additional information on these finance leases. Finance and operating leases consists of the following as of September 30, 2024: <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:44.952%">

[illegible]

[illegible]

September 2029

Bulk Nordic Seven LLC	(3)	27,241,202	28,482,063	7.06	27,232,892	28,473,392	7.06	27,386,548
Bulk Nordic Eight LLC	(3)	27,232,892	28,473,392	7.06	27,386,548			
Bulk Nordic Nine LLC	(3)	27,386,548						

[illegible]

[illegible]

[illegible]

0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">\$</td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 0;text-align:right;vertical-align:bottom">143,266,777 </td><td style="background-color:#ffffff;border-bottom:3pt double #000000;border-top:1pt solid #000000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td></tr></table></div><div style="text-align:justify">
</div><div style="margin-top:1pt;padding-left:36pt;text-align:justify;text-indent:-18pt">(1)As of September 30, 2024 including the effect of interest rate cap if any.</div><div style="margin-top:1pt;padding-left:36pt;text-indent:-18pt">(2)Interest rates on the loan facilities are fixed.</div><div style="margin-top:1pt;padding-left:36pt;text-indent:-18pt">(3)The Company entered into an interest rate cap effective from Q2 2026 through Q4 2026, which caps the SOFR at 3.51%.</div><div style="margin-top:1pt;padding-left:36pt;text-indent:-18pt">(4)The company entered into a 10-year ground lease agreement with the Tampa Port Authority, commencing on April 22, 2024.</div><div>
</div><div style="text-align:justify">Bulk Friendship Corp. Bareboat Charter Party</div><div style="text-align:justify">
</div><div style="text-align:justify">In September 2024, Bulk Friendship Corp. entered into a sale and leaseback arrangement for \$8.0 million. Under ASC 606, the transaction did not qualify as a sale, as control of the vessel was not transferred to the lessor. Consequently, the lease is classified as a finance lease in accordance with ASC 842, due to the inclusion of a fixed-price purchase option, which the Company expects to exercise. The minimum lease payments consist of a fixed component of \$50,000 per month and a floating component based on one-month SOFR plus a margin of 1.9%. The Company has the option to purchase the vessel after the 18th month or at any point upon lessor default. If not exercised earlier, a final purchase option allows the Company to acquire the vessel at the end of the five-year term for \$5 million.</div><div style="text-align:justify">The following table provides details of the Company's future minimum lease payments under finance and operating lease liabilities recorded on the Company's consolidated balance sheets as of September 30, 2024. </div><div style="text-align:justify">
</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:74.484%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:23.316%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">Year ending December 31,</td><td colspan="3" style="padding:2px 1pt;text-align:right;vertical-align:bottom">Amount</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:right;vertical-align:bottom">(unaudited)</td></tr><tr><td colspan="3" style="background-color:#e6e6ff;padding:2px 1pt;text-align:left;vertical-align:bottom">2024 (remainder of the year)</td><td colspan="3" style="background-color:#e6e6ff;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-

	\$		background-color:#ccccff;padding:2px 0;text-align:right;vertical-align:bottom"	
6,580,334				
2025				
25,819,766				
2026				
24,349,214				
2027				
25,225,485				
2028				
29,867,261				
Thereafter				
118,335,906				
Total minimum lease payments				
\$				
230,177,966				
Less imputed interest				
72,779,379				
Present value of minimum lease payments				
157,398,587				
Less current portion				
(14,238,935)				

family: 'Times New Roman', sans-serif; font-size: 10pt; font-weight: 400; line-height: 100%; text-align: right; vertical-align: bottom;">Less issuance costs

(2,092,825)	Long-term portion
\$	Finance and operating leases consists of the following as of September 30, 2024:

Interest Rate (%)	Maturity Date	Balance
(1)	(unaudited)	September 30, 2024
(2)	(unaudited)	December 31, 2023
(3)	(unaudited)	December 31, 2023
(4)	(unaudited)	December 31, 2023
(5)	(unaudited)	December 31, 2023
(6)	(unaudited)	December 31, 2023
(7)	(unaudited)	December 31, 2023
(8)	(unaudited)	December 31, 2023
(9)	(unaudited)	December 31, 2023
(10)	(unaudited)	December 31, 2023
(11)	(unaudited)	December 31, 2023
(12)	(unaudited)	December 31, 2023
(13)	(unaudited)	December 31, 2023
(14)	(unaudited)	December 31, 2023
(15)	(unaudited)	December 31, 2023
(16)	(unaudited)	December 31, 2023
(17)	(unaudited)	December 31, 2023
(18)	(unaudited)	December 31, 2023
(19)	(unaudited)	December 31, 2023
(20)	(unaudited)	December 31, 2023
(21)	(unaudited)	December 31, 2023
(22)	(unaudited)	December 31, 2023
(23)	(unaudited)	December 31, 2023
(24)	(unaudited)	December 31, 2023
(25)	(unaudited)	December 31, 2023
(26)	(unaudited)	December 31, 2023
(27)	(unaudited)	December 31, 2023
(28)	(unaudited)	December 31, 2023
(29)	(unaudited)	December 31, 2023
(30)	(unaudited)	December 31, 2023
(31)	(unaudited)	December 31, 2023
(32)	(unaudited)	December 31, 2023
(33)	(unaudited)	December 31, 2023
(34)	(unaudited)	December 31, 2023
(35)	(unaudited)	December 31, 2023
(36)	(unaudited)	December 31, 2023
(37)	(unaudited)	December 31, 2023
(38)	(unaudited)	December 31, 2023
(39)	(unaudited)	December 31, 2023
(40)	(unaudited)	December 31, 2023
(41)	(unaudited)	December 31, 2023
(42)	(unaudited)	December 31, 2023
(43)	(unaudited)	December 31, 2023
(44)	(unaudited)	December 31, 2023
(45)	(unaudited)	December 31, 2023
(46)	(unaudited)	December 31, 2023
(47)	(unaudited)	December 31, 2023
(48)	(unaudited)	December 31, 2023
(49)	(unaudited)	December 31, 2023
(50)	(unaudited)	December 31, 2023
(51)	(unaudited)	December 31, 2023
(52)	(unaudited)	December 31, 2023
(53)	(unaudited)	December 31, 2023
(54)	(unaudited)	December 31, 2023
(55)	(unaudited)	December 31, 2023
(56)	(unaudited)	December 31, 2023
(57)	(unaudited)	December 31, 2023
(58)	(unaudited)	December 31, 2023
(59)	(unaudited)	December 31, 2023
(60)	(unaudited)	December 31, 2023
(61)	(unaudited)	December 31, 2023
(62)	(unaudited)	December 31, 2023
(63)	(unaudited)	December 31, 2023
(64)		

\$4,763,0206.71%December 2027Bulk Spirit Ltd.6,631,510%7,486,9796.98%February 2027

Bulk Nordic Five Ltd.(2)

10,700,000%11,595,8613.97%

April 2028

Bulk Friendship Corp.	(2)	7,950,000
		8,471,002
		6.75
		%
September 2029		
Bulk Nordic Seven LLC	(3)	27,241,202
		28,482,063
		7.06
		%
May 2036		
Bulk Nordic Eight LLC	(3)	27,232,892
		28,473,392

%		
June 2036		
Bulk Nordic Nine LLC		
(3)		
27,386,548		
28,591,644		
7.06		
%		
September 2036		
Bulk Nordic Ten LLC		
(3)		
27,511,829		
28,712,632		
7.06		
%		
November 2036		
Bulk Courageous Corp.		
(2)		
8,100,000		

[illegible]

March 2034			Total	157,398,587	167,674,003	Less: unamortized issuance costs, net	(2,092,825)	(2,437,102)	155,305,762	Less: current portion	(14,238,935)

		(1)	As of September 30, 2024 including the effect of interest rate cap if any.	(2)	Interest rates on the loan facilities are fixed.	(3)	The Company entered into an interest rate cap effective from Q2 2026 through Q4 2026, which caps the SOFR at 3.51%.	(4)	The company entered into a 10-year ground lease agreement with the Tampa Port Authority, commencing on April 22, 2024.

338020747630200.0671663151074869790.069810700000115958610.0397795000084710020.067

The following table provides details of the Company's future minimum lease payments under finance and operating lease liabilities recorded on the Company's consolidated balance sheets as of September 30, 2024.

	Year ending December 31,	
	2024	\$ million

Amount		
(unaudited)		
2024 (remainder of the year)		
\$		
6,580,334		
2025		
		25,819,766
2026		
		24,349,214
2027		
		25,225,485
2028		
		29,867,261
Thereafter		
		118,335,906
Total minimum lease payments		
		\$
		230,177,966
Less imputed interest		
		72,779,379
Present value of minimum lease payments		
		157,398,587

Less current portion	(14,238,935)	
Less issuance costs	(2,092,825)	
Long-term portion	\$141,066,827	

INSTRUMENTS AND FAIR VALUE MEASUREMENTS

Forward freight agreements

The Company assesses risk associated with fluctuating future freight rates and, when appropriate, hedges identified economic risk with appropriate derivative instruments, specifically forward freight agreements (FFAs). These economic hedges do not usually qualify for hedge accounting under ASC 815 and as such, the usage of such derivatives can lead to fluctuations in the Company's reported results from operations on a period-to-period basis.

Fuel swap contracts

The Company continuously monitors the market volatility associated with bunker prices and seeks to reduce the risk of such volatility through a bunker hedging program. The Company enters into fuel swap contracts that are not designated for hedge accounting under ASC 815 and as such, the usage of such derivatives can lead to fluctuations in the Company's reported results from operations on a period-to-period basis.

Interest rate cap

The Company's objectives in using interest rate derivatives are to add stability to interest expense and to manage its exposure to interest rate movements. To accomplish these objectives, the Company primarily uses interest rate swaps and interest rate caps as part of its interest rate risk management strategy. Interest rate caps designated as cash flow hedges involve the receipt of variable amounts from a counterparty if interest rates rise above the strike rate on the contract.

The estimated fair values of the Company's forward freight agreements and fuel swap contracts are based on market prices obtained from an independent third-party valuation specialist based on published indices. Such quotes represent the estimated amounts the Company would receive or pay to terminate the contracts. The interest rate caps contracts are valued using analysis obtained from independent third party valuation specialists based on market observable inputs, representing Level 2 assets.

The following table summarizes assets and liabilities measured at fair value on a recurring basis at September 30, 2024 and December 31, 2023:

	23.116%	0.1%	0.1%

[illegible]

[illegible]

height:100%;font-weight:400;line-height:100%;position:relative;top:-3.5pt;vertical-align:baseline;">(2)			Other current assets		
523,233			1,665,659		
Interest rate cap			1,626,239		
Other current assets			Other current liabilities		
523,233			3,384,137		
Other current assets			Other current liabilities		

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">\$ </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></table></div><div>
</div><div style="padding-left:9pt;text-align:justify">(1) The fair value measurements were all categorized within Level 1 of the fair value hierarchy. </div><div style="padding-left:9pt;text-align:justify">
</div><div style="padding-left:9pt;text-align:justify">(2) These fair value measurements were all categorized within Level 2 of the fair value hierarchy. </div><div style="padding-left:9pt;text-align:justify">
</div><div style="padding-left:9pt;text-align:justify">The three levels of the fair value hierarchy established by ASC 820, Fair Value Measurements and Disclosures, in order of priority are as follows: </div><div style="text-align:justify;text-indent:36pt"> </div><div style="padding-left:9pt;text-align:justify">Level 1 – Quoted prices in active markets for identical assets or liabilities. Our Level 1 fair value measurements include cash, money-market accounts and restricted cash accounts. </div><div style="padding-left:9pt;text-align:justify"> </div><div style="padding-left:9pt;text-align:justify">Level 2 – Quoted prices for similar assets and liabilities in active markets or inputs that are observable. </div><div style="padding-left:9pt"> </div><div style="padding-left:9pt;text-align:justify">Level 3 – Inputs that are unobservable (for example cash flow modeling inputs based on assumptions). </div><div style="text-align:justify">The following table presents the effect of our derivative financial instruments on the consolidated statements of operations for the nine months ended September 30, 2024 and 2023:</div><div style="text-align:justify">
</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:35.652%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.369%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:14.142%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.369%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:14.142%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.369%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:14.142%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.369%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:14.146%"></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="21" style="border-bottom:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Unrealized gain (loss) on derivative instruments</td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Three Months Ended </td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Nine Months

[illegible]

[illegible]

color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">2,760,059 </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></div><div style="margin-bottom:8pt;text-align:justify">The following table summarizes assets and liabilities measured at fair value on a recurring basis at September 30, 2024 and December 31, 2023:</div><div style="margin-bottom:1pt"><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:23.116%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.369%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:11.435%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.369%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.723%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.369%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.723%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.369%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:11.435%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.369%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.723%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.369%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:11.435%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.369%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.731%"></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="15" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Asset Derivative</td><td colspan="3" style="padding:0 1pt"></td><td colspan="15" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Liability Derivative</td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">Derivative instruments</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:left;vertical-align:bottom">Balance Sheet Location</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:right;vertical-align:bottom">09/30/2024</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:right;vertical-align:bottom">12/31/2023</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:left;vertical-align:bottom">Balance Sheet Location</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:right;vertical-align:bottom">9/30/2024</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:right;vertical-align:bottom">12/31/2023</td></tr><tr><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:right;vertical-align:bottom">(unaudited)</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:right;vertical-align:bottom">(unaudited)</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td></tr><tr><td colspan="3" style="background-color:#ceceff;padding:2px 1pt;text-align:left;vertical-align:bottom"><div>Margin accounts(1)</div></td><td colspan="3" style="background-color:#ceceff;padding:0

[illegible]

	Fuel swap contracts	(2)	Other current assets	\$	1,665,659	523,233	Interest rate cap	(2)	Other current liabilities	\$	1,626,239

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">3,384,137</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Other current liabilities</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">—</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">—</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table></div><div>
</div><div style="padding-left:9pt;text-align:justify">(1)The fair value measurements were all categorized within Level 1 of the fair value hierarchy.</div><div style="padding-left:9pt;text-align:justify">
</div><div style="padding-left:9pt;text-align:justify">(2)These fair value measurements were all categorized within Level 2 of the fair value hierarchy.</div>42263963751257000121884121782005232331626239338413700<div style="text-align:justify">The following table presents the effect of our derivative financial instruments on the consolidated statements of operations for the nine months ended September 30, 2024 and 2023:</div><div style="text-align:justify">
</div><div style="text-align:justify"><table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:top;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:35.652%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.369%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:14.142%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.369%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:14.142%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.369%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:14.142%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.369%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:14.146%"></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="21" style="border-bottom:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Unrealized gain (loss) on derivative instruments</td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Three Months Ended</td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">Nine Months Ended</td></tr><tr><td colspan="3" style="padding:2px 1pt;text-align:left;vertical-align:bottom">Derivative instruments</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:right;vertical-align:bottom">09/30/2024</td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:right;vertical-align:bottom">9/30/2023</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:0 1pt"></td></tr></table></div>

09/30/2024			
9/30/2023			
(unaudited)			
Forward freight agreements			
(712,929)			
941,518			
1,095,937			
(736,983)			
Fuel Swap Contracts			
(3,253,659)			
3,430,759			
(1,142,426)			

2,941,250
Interest rate cap
(1,994,636)
159,635
\$
555,792
Total (loss) gain
\$
(5,961,224)
\$
4,531,912
\$
(1,804,388)
\$
2,760,059
\$

7129299415181095937-736983-32536593430759-11424262941250-1994636159635-1757898555792-59612244531912-18043882760059RELATED PARTY TRANSACTIONS

Amounts and notes payable or notes receivable to related parties consist of the following:

2,760,059	596,122	4,531,912	1,804,388	159,635	555,792	2,941,250

[illegible]

Seamar Management S.A. ("Seamar")

Under the terms of a technical management agreement between the Company and Seamar Management S.A. ("Seamar"), an equity method investee, Seamar is responsible for the day-to-day operations for certain of the Company's owned vessels. During the three months ended September 30, 2024 and 2023, the Company incurred technical management fees of approximately \$829,800 and \$828,000, respectively, under this arrangement. During the nine months ended September 30, 2024 and 2023, the Company incurred technical management fees of approximately \$2,359,000 and \$2,394,990, respectively, under this arrangement.

Amounts and notes payable or notes receivable to related parties consist of the following:

	December 31, 2023	Activity	September 30, 2024
(unaudited)			

1490060-2529546-1039486

	1490060-2529546-1039486
NOTE 9 - COMMITMENTS AND CONTINGENCIES	
Long-term Contracts Accounted for as Operating Leases	
i.	
Seamar Management S.A. ("Seamar")	
1490060-2529546-1039486	

The Company leases office space for its Copenhagen operations. The lease expires in December 2025, at which time the lease continues on a month to month basis with a non-cancelable period of six months.

The Company leases office space for its Singapore operations. In July 2023, the Company renewed its lease for a two year period. At September 30, 2024, the remaining lease term is eleven months.

For the three months ended September 30, 2024 and 2023, the Company recognized approximately \$50,000 and \$46,000, respectively, as lease expense for office leases in General and Administrative Expenses.

For the nine months ended September 30, 2024 and 2023, the Company recognized approximately \$148,000 as lease expense for office leases in General and Administrative Expenses.

Legal Proceedings and Claims

The Company is subject to certain asserted claims arising in the ordinary course of business. The Company intends to vigorously assert its rights and defend itself in any litigation that may arise from such claims. While the ultimate outcome of these matters could affect the results of operations of any one year, and while there can be no assurance with respect thereto, management believes that after final disposition, any financial impact to the Company would not be material to its consolidated financial position, results of operations, or cash flows.

P6MP11M4600046000OTHER LONG-TERM LIABILITIES

In September 2019, the Company entered into an LLC agreement for the formation of NBP, that, at inception is owned 75% by the Company and 25% by an independent third party. NBP was established for the purpose of constructing and owning four new-build ice class post panamax vessels. The third party contributed additional funding which increased their ownership of NBP to 50% at the time of delivery of the new-build ice class post panamax vessels. The agreement contains both put and call option provisions. Accordingly, the Company may be obligated, pursuant to the put option, or entitled to, pursuant to the call option, to purchase the third party's interest in NBP beginning anytime after September 2026. The put option and call option are at fixed prices which are not significantly different from each other, starting at \$4.0 million per vessel on the fourth anniversary from completion and delivery of each vessel and declining to \$3.7 million per vessel on or after the seventh anniversary from completion and delivery of each vessel. If neither put nor call option is exercised, the Company is obligated to purchase the vessels from NBP at a fixed price. Pursuant to ASC 480, Distinguishing Liabilities from Equity, the Company has recorded the third party's interest in NBP as a Long term liabilities - Other. The Company took delivery of Nordic Nuluujaak, Nordic Qinngua, Nordic Sanngijug and Nordic Siku in 2021. Earnings attributable to the third party's interest in NBP are recorded in Income attributable to Non-controlling interest recorded as long-term liability. On November 6, 2024, the Company acquired the remaining 50% interest in NBP from the third party, resulting in full ownership of NBP.

The roll-forward of Other Long-term Liabilities are as follows:

	09/30/2024	12/31/2023
(unaudited)		

[illegible]

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">17,936,540 </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></div>0.750,251793654019974390200000025000004208264621501635736617936540NET INCOME PER COMMON SHARE<div style="text-align:justify">The computation of basic net income per share is based on the weighted average number of common shares outstanding for the nine months ended September 30, 2024 and 2023. Diluted net income per share gives effect to restricted stock awards. </div><div style="text-align:justify">
</div><div>The following table summarizes the calculation of basic and diluted income per share:</div><div>
</div><div><table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:38.666%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:13.519%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.384%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:13.519%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.384%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:13.519%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.384%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:13.519%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.384%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:13.525%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Three Months Ended</td><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Nine Months Ended</td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:2px 1pt;text-align:center;vertical-align:bottom">September 30, 2024</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:2px 1pt;text-align:center;vertical-align:bottom">September 30, 2023</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:2px 1pt;text-align:center;vertical-align:bottom">September 30, 2024</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:2px 1pt;text-align:center;vertical-align:bottom">September 30, 2023</td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">(unaudited)</td><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">(unaudited)</td></tr><tr><td colspan="3" style="background-color:#cceeef;padding:2px 1pt;text-align:left;vertical-align:bottom">Net income</td><td style="background-color:#cceeef;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">\$</td><td style="background-color:#cceeef;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">5,111,040</td><td style="background-color:#cceeef;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td style="background-color:#cceeef;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">\$</td><td style="background-color:#cceeef;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">18,868,291 </td><td style="background-color:#cceeef;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td style="background-color:#cceeef;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom"><span

[illegible]

[illegible]

height:100%;>0.45</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">0.56</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table></div>5111040188682912046799125187098452798134477543845257462447546207315893062306900On March 24, 2023, the Company signed a Members Interest Purchase Agreement for the acquisition of marine port terminal operations for a purchase price of \$7.2 million. On June 1, 2023, the Company completed the acquisition for a total purchase price of \$9.3 million including acquired net working capital. Under the terms of the agreement, Pangaea acquired all onshore assets, licenses and business operations related to the sellers terminal operation.</div><div>
</div><div>The following table summarizes the final allocation of the purchase price to the estimated fair values of the assets acquired and liabilities assumed:</div><div>
</div><div><table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:top;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:78.432%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.384%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:18.784%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="background-color:#e6e6ff;padding:2px 1pt;text-align:left;vertical-align:bottom">Net working capital, excluding cash</td><td colspan="3" style="background-color:#e6e6ff;padding:0 1pt"></td><td style="background-color:#e6e6ff;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">\$</td><td style="background-color:#e6e6ff;padding:2px 0;text-align:right;vertical-align:bottom">1,772,889</td><td style="background-color:#e6e6ff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Property, plant and equipment</td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,844,100</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:#e6e6ff;padding:2px 1pt;text-align:left;vertical-align:bottom">Goodwill</td><td colspan="3" style="background-color:#e6e6ff;padding:0 1pt"></td><td colspan="2" style="background-color:#e6e6ff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">3,104,800</td><td style="background-color:#e6e6ff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Other intangible assets</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">2,251,100</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:#e6e6ff;padding:2px 1pt;text-align:left;vertical-align:bottom">Fair value of net assets acquired, excluding cash and cash equivalents</td><td colspan="3" style="background-color:#e6e6ff;padding:0 1pt"></td><td colspan="2" style="background-color:#e6e6ff;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">8,972,889</td><td style="background-color:#e6e6ff;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">Cash and cash equivalents</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">8,972,889</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table></div>

326,888

Fair value of net assets acquired

9,299,777

177288918441003104800225110089728893268889299777SUBSEQUENT EVENTS

On October 3, 2024, Pangaea Logistics Solutions Ltd. entered into a definitive agreement to purchase the remaining 50% equity ownership of Nordic Bulk Partners LLC from HS Nordic LLC for \$18.9 million in cash. The transaction was completed on November 6, 2024, resulting in Pangaea owning 100% of Nordic Bulk Partners. As of September 30, 2024, HS Nordic LLC's 50% interest was recorded as a \$16.4 million long-term liability. Upon completion of the transaction on November 6, 2024, this liability was extinguished, with an additional \$2.5 million payment over the recorded liability amount.

On November 8, 2024, the Company's Board of Directors declared a quarterly cash dividend of \$0.10 per common share, to be paid on December 13, 2024, to all shareholders of record as of November 29, 2024.

0.10

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4IBM;MG)=O.YC_N_N MT#)"2\^*99F-C2=+U/?R +8W%(@)A:ML;3O(Y4=\$NE2HCSS M=|XQ-
5ICGL5^77(2<19=|HP3XW\$?HEP|A=V*8.W&V?1WY%^ (5XA67>!73 M-
VOL|6P)'>:@J'GHILK|W+U4=GAP3HO?%N8.B#&^+P-(L,FU)*8=*>:%HH7J/OMCOQ=UWQ-
M|&^(L2SFR*G&&DV&:#L|JC&5BS|*H5+.K&-&TEY4RJ7='SX>=AUAT_E%(OXTLJ/^+JMP!2ES2
M"LMZ#.;+.)I=IZ<'+N8GQ*F7F\$WG>U|'.@Q|PHMTC1KZ=W%=1?L!LOIA+M> #Q4"QG6=IF-
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MQ@CF#E@:J?NR!5>;W\$^4;|_3V|FG<\$E'^KB1E#?%?E'XAH1YD'(H4+F4*G. M^3
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M#R#TSJH8YNU\$F3=7*.'ROW+|'GX>1.X7(G""O>TZ>(5XQ2U>2?R&J5^5 M.XC1&.'<
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!_H.Y&H/F3_=@IS/B)^'U3G8-6(G#J>%5'+M%?XJ-'15XQI>K!@8\$= <8>_O1\$?I8^Q3UY79 SR5.JW1'K?
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#;\$_-9<,ZOMI?''0;.E2";.U\$!_)T<^ M!B R4_S?M W5KL2@;
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!);2V%'C=A!H!?'1 Q5.HQ5\$Y! M/O9&+E?%Q0)6&!H;BVD!PYEG\$!Y@D7G#8&2V!W@A:+FS?
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MX@^!LD%ISU"/>H>)_F"Y\$QY49!)2XO=257!_';-V"FSV"G%)!W!%?ZJ3G!5 MXQK6#G&-
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(/U_YW3>5W!W%KA\$!91@!Y9RD@!_"7_GP5S&NX?F*C&D!S1%);!^W7?I
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W>B%)HU-.\$OUM5+NQ5N@W>.N+A7!3^FH^M_M
+VB&+1SSJ_-B!PP^!HN'T;L5>_OX3>*=>OEOL_P(U=(W;*(78B20=_MA;JRZZ!B7,-25F3!Z Y@H_-
T!_!KG^,.27*<);.MZ!C.18R!1DC226DMA1XW M;?N!D8!K?T(!"3#!I(&*H7&*HG/9!
!(WRO1_Q/TZQM&?;#M>/M5P_\$.N2K4UQ M5;<4QISG>
Y>)CDG1(TH';#8!OOEOTW^10U!T67>;PS"3I5,PX2S!O
MEIX/O<9L5T+5!Z(B8XC#N08Q9:6DF;2CO5E!)!>Z1EG;>B)KA7Z#MSA=Z:NG M!
(=>^(#2CJW2^!/*#;.-W!-JACO3!2-'QPQZNOU*Y_DKL&K%3IK&3.WU5QE_X
M*_Q5B/XJQC4!U+)VCPEDCN!C!_3OONL?8Y!,-F6+(N=8QW4>+?'>ER5!))ZX
MZ0E%WH<S!V!FGZRUR88+!OM^YP_-W*M;J!(U\$# MNY*O37%1MO3&G.=X #EXF.2=\$C2@?!"E7?
9D5&E!ZCO&+!_NIDO6V66Z%!N MV;-
Y7?O)N7:7V!7LKBXF7"!M3\$V!+C!T;Z!=/&F!Y=#6_JH/9=F@R!CEL*YW2KD) M.FL4W?MZT'>!H;U?
BMP6^X)^RXLNI.^VX_!^!-/COQ!1 M3QW6^W.>YDC5X!4^B!@J MEQ@JMS7>Z/T_&6K?-#2JG-
ZZ99KCL2NY*!37%5M!C'G.=X !AQ!D MZ=37)K6QP *M=!7O+%;>WO!2E/VC-@6^X)^RXOA
MHG^M\$'_HQQ!>;VG!A0!K=IE%UR<=!7YBJX;WG;=CQKF;VY=;TK_8Z/C9O'T.RQ3;V\$OU+!
!ZJ&MQ!_NA"F*? MNN8!23KAQDWG*!+62B;V 7W2QD.NR#B*%RB.%RV_-Q-
TK/7!:#!N7E%V;Y55E_(9CUXB=,HZ=7.NK(!'7^&O0O)7;_A MV19YEP+\$(H;*)8;*<-'WB@!?!D.YUK;-
=GR!_P*!@4QW6+>KQ@RCYMR_VW*2!199\$_*TLJ>2@WIG@C3>N&SK MHY!(XU/9OBC>#OIS4!
!L8&QB?!(@P2Y%1!;7A'=1OL'F+I9K#%G6N+^T-<(!X MTEF)!>I%2!MO;66@QW;-6519;-
%OX5%T0^C/<@M'NC^5NFK;_&'7OVA!;%M
M!=-;%01W4;X@I3UAT^/J*PUV*SE;.>GO!^P+L&K%3YK&3.WU5QE_X*_Q5B/XJ MYC5<)+YNL;@+!
X"YCH_-U!>0;+;\$!Q7WICL:9WVZSGA>W\$/>0H!/'O(DLMI9 M!3COYLRH;Z?
TST+U'^0EJ3#/H@8*N48*O<!'WNC>)_L7PRO^"PM%GS#E*8 ME6AL2BSV+N;J!>(@VXD1H?+UT?;+!
(VD*N0C'_G(1S!RD8!Y"/?A_PJ(4DG MS#;JC85)"&62%Y^@?H12EH
(XPI*68;)_89G<5.U7X8&@R2=,+E0RCV *HH M-<;Q!N(M?9=*(R&NT!&!)6'-(N<5;...*-NQ=
<"B35;..HE)T4AJ/0GZBF3CYC.^BU!H&7RGJ;.>_!7%O+V;+>%;3!S)=6X#+X?4CW;05UU
M>WUEUO>GW=MBOKYN6IT#F6W9_!2U?C.OSL!13E7J8!D!L!H55!5KX6J!M'M.A06=1B+A_1@2>6+
M*;Z\$'%-BBG>QY9)08!3A!+;P!1_/'W_!<43*GOV;\$B!6 MFD-(#_D9JO?E&=5H*K!-5+!?
QVTW2JXX!HZJRUC&HYLTMDG!2UR;M9Z@. MSA9-
N\$_276';DN.JR;&EP%C5!O;>+VF.C>EWPAQ+PLW2>>3^577159LTO;= M-F7XH^KKJA-
5ATA^\$!_WIZC7G;J%JE.S?L8HU06J>U2;)HUK2HY>R;!D0L;.%EJE^J4 N_Z!M M>8^ WMTM_F^SY+
AKA&WXG%;=7TOA7Y*L0!U7L;=C!UE\$^6.O\$VN#SZ9L!"!90!RK5QU4'^MAXD&JB;IKJ(1! M!_?
!#T0Z!MW#KBM4M!U)^CKT4NES<"Q!F'2_KQJ!NK1E!;!2;W# M8)-V.SML-WM\$+?XSG;RVHD_)XLI?
>|@/YEH!>-0<0L#!+2_F7ZR<=&-!;3O6 MEP\$S4!;%G99F+T MIK+XA8BC!>MGC!PIZM?%
!<"S0!=-%.2AR4^!<24&_Q! =W^HWK. MYX6+52?YOL!8<;<[VH!JLY2W>!SP;L!HN;+?;T:HW"IO; M7^!;-
IMTXGYN8NPW+4GQ&8_#^TWQ;>%!XMI!_!;!J2!VYF1XO?O!F<9YQ M\$'VHNO:A&/_Q-FKR'/T0!1W8\$
NU;6_\$(A M!=-!OMMB!F'IS^PO2RS?@I+NRQ6?TOA7Y*L1!59>% M;.'HS\$
\$K;AV+;Q!BHR7/TPYG5X3V<4T\$98X@K(<>4&.-;./Q MD&)\$FGG3+?CCCS_ ^.^..//_!XXY^3?
YWFYBE!|=!>4>+\$0+!%OTC'&B-N-6%09 M'Q?W(J7) 8--.G%@H!K>(VO59U?N
3;WE^GIT>M*F@NGQ)W"+*(NLHA/8U MK<*8B=+!+1(6C%%O!-W*![@.1#Y.QC>%W2SDO!7M*NB?
V.9TLA!DHL6S\$?!. M3;G!LOM?Y"OR58CYJDX+T>Q;""9%;'='CFW.!!EFBV1.%/>M-WD!W_9M&A9 M-

C>>M)\$GUK%MDYZ;6/M-4PLJXVIQWWH22ZQB'\$0?JJE]*;9)C(V:/;\$<_'(O!
MNU/>P_=4QU14SM#C2L@Q)=9X%|X/*08L2W%|6W%'W_||<PLHGTVJJA,PV*03\$2-
4UXK|>NTRV_++|JF^H M1D8P|9;WYTTJH+Y7JHXJH8Y":5_3))|3W;,RHZ0V8R|@?JTZ+?+|1;TUH^|V
MAYH4^;#4?+@O,U4|"RCC#M5U%=R3'W10QMG\$-?L.)T*_|RB^U_D*_)5B/FJ M;@O1;"|L=H70I^|A?
6 _EDLT5|/#E;|G;-S_GO9NR#?&)?PLZ|&/+9MTG,3 M<|_INISST%+9NT\$GEEC%
(@^5%|/4(SY&|LU>8Y^7WZ7|EX^D|90XTK(<>4 MV.-=#./QD&+|\$A37N@Q_/'W_||
<3#RO)A_OC|-53.9;3OGUR8D7W8D(Y9Q 7*/O1-^|E;|K MLO|%OB)?A9BOZKH0|0NJ9W)^5NPDZ
=5GR/'LDFGP0+7M+6Z|9J?/N;T, MG+P?QXF2Q(_5-BD4Y|^TT6J-
|HLH^6&FU1|;\$<8JQD'TH9K;AV+,Q|@HIOA; M-)>FO)|7|E+>\$-.*R#&E#O\$N|/%X2#'BBA37|/E_/'W_||
<4V)%POQ4K=-.L;|XA;W_"M#>>PTV1M58PD8092533K=8RH5UL8N4#UL9++'&+|LL;SU/-42U1
M/2=N|^6@N)><19?Y4)|'5G;95C;|HA.W4*\$ _TK9"087/*>(6L?O9M;V+>K?3 M&|_V|
<1Y; /*|F\$2YX@|A6YGOOMK|?2L_|#7R7=XD;AKM%WHN|4ZN<5W?|B
M7Y&00LE7=5^ (9G6W6+6MBV=FA6^OX|FQ;-O)H|QU;|V;=U.Q;?%W/_PS_0N MGRLWJE;K'O
_FW3JU6^R;|YD7^..RGGH_7'QUOK&(<M1!^*/A1C/L9&<<3?(K%O/WDS1=L;'5BY0XTK(<>4V.-
=J/<|M|AQ6T)YYN&/M/_|XXX|_OCCCW_..F7#)|TPKRGQ8@% "I%=UJN|JE^|UJC>\$C/43|5-_MG+HU?%?
V\$;Y1<0LM-OBXL|W'GK6|WZA^+&Y|)/4.)D>JHHH|F=(6 MMMC+|S=E|X+5;|MK/5MY7;5-
U4G2WT7CE)OX6(O^_|T=7FKZD^ ^CE_W=6^+ MO=Y6#;A6^1PP2W6|N;4TY;X|J'=|M4-
ZN6JEZ0O8OY=OF_V|JHHO|A3' M0V@>Q#7Z3D"^ (E^1KOK%>
(V>|T6M|AO|3YYRTZY7>_SF<76>3|/'4&_|8@2 MRV.M7DG-IWKH-Y6;..?Z^V|3L1|3|4"Q;X?;WW;R?
CCCS_ ^ ^..// |X MXU^0/S07-ND \$QB/2>|/-50/|D+|) M|P ("#L6TBV2.M_-B=110 \$"')AT M (" ^+;TWJ'S6=5'%0\$ 0)FW0 M "X0#5.FF|26'+QZ5'.E>8.. MZ3M4.P 0-"P20< *| #AMZAK%/ -4GTB@X=M
MSKE\$M5+;|Y7M5/M0/DR\ # _^S=;2X%81B%X2DH51;@0"LL@%@)|B5JA M80%Z.Z"6Z-1ZL045A4JA(-
&XR3B);8A;3#|WQ| |3_|6.YGBZT^FZP MX*_U0U;?|&X\$ #P3?|+|^DB';MM)J6TV);2BML^*T-
|SU_ ^<|/FG7 MR0\$ /X|QT ("1^CEV|P|!;-(|8:5X#G5.G M|@ :(|1#@ P\$BS'N>|IWUG|@ :(|1#@
P\$BS'.A< MIS4G|@ :(|Z1#@ P\$CKZ2C==%|_O:D.=IT6@ _@&89 MZ0 !0LI(UTD;|25;|
#^DYO;5)^DBOZ2G=I *T|F= #C"P C.XA'5IK2;(V>31Y/=F?)#| MF1P;?+U_|+WJ9VX;_YTV37)W2
M=2PT%EP!Z&LM! "U" F@C2WTJ| M/OY|GWR>;(KV9|/#;T5/_|AA;W|<5-5@Z>RX?GNX#R;KQ|A?Z6<-
@CY>=|'O6@C@VDNM4JL |86^ORXVCXWQ|3#& 0 (S/
M|M*LN?/ER;O%&L|I#NET6|U3.Y;UB;7);.E/OAV7G)AB;)4/Z_ D/ M4>|K(8|K+
|5*K0+4%_K<7|QC8WP|C"& _&|JGWR7Y3FS)T02|Z?X7WX M)7DYV5SJ-?)5@|^O?EOKCKJH#+I>7
M9BUN5;?|3@RY/U|-?FZ8VY+?9?@&VIL|TK9TQ^0(|?230>&Z8);W56T\$6Y?L M*;/?
_7E<_95^UB#HFM5#^OQ.#U'O;R&_R^U2JT"H_7(^H2 &JB>@@"
MQU/EOW;./Y7%FZ??8;/_B|94NHWJQO%=_;9A;_)9<4B'!C;NZ?R;|'|UN|M6 M&SHF9O |BS5Q6&TZV3?
DOAQ(+AKA;UYE)1\$%4|)T'T%7%8_7\$02-41'\$B\$8%HX*8B-B-!37% M,F#4;
(R)O8R5*%&#)2188A(U8X|&\$|V|@XH=HXXZ\$*/\$WL4H5A 1NR@UY|R| M3'| ^|W=^|
|N|=|WAP9&'COGGU|=O>TXBK;S\$LOGTWB*RD@==NXI,*|MZM8|R;+B|;(|#2+^B P2Z=Q
M@|@Z<7BPHQR?B*\$5Q' |BGSJ>;^|>JX)'C+RU"1!0EL?;% (MQ3+T4ODBAIE M|=5>H;Q@=Z@2-
UG;^WBJ|U| (\$LA;_ "5P\$ 0;7C\$?P2 #@\$ _&' M -;742>-1WS#9-%.IGP>?K^ (G;
<.L^+RU9%.*0#>=>V>5>)0.^,KCG(;);WB*S#;6S5>'|BS3|B+O& |H'8'J;5T2W0?B.K|P(M\$'OAJ_!5
|0|7@ \$OP0 /A\$ _"\$ M;|HE.N89|(AO'_A|3/^C0 M-Z|B|N*0#M2U>U;)PUT=9=|3@ \$NU|'SHHL_'3_%3I
A=SCLN|'T=E" M6?1U M<_<8#ND =@=HRWJ6MCZ|ZL\$7 @ 0>^&K|4 \$ |@E| " | (OX0 M
%I@@, @WIF.NX;|M/A,R3S_ H>LED6X5MOF'="NW;_*|L*;/^G00"0 # \$70@J?|4 |!/"M\$); ^\$7| (\$VB+Z?
XM^F89WA;9+DVGP9IW_ H6L;S;8A'AO
M|JP2A|N+S+H_|SX.5G77>0+BYXOVP1\$2)7BDP6>4WD@W@7 M|SV1)T1N%#E)9.L"V' UD0-
%QHA;EAW" |K8|NN4|Z*+B+;BHPT>'0*2+3 M13Z/? ^ =7(C/G8 '*|R;| \$MC*MOT%/?&&NZ2&R|C?
1.Z/;3C;1+=@S(W_ M/E5DHLCY(GO\$O@&8TXB;J|N|Q5|X*GQ547Q5WL?;JEB;VE+DA+C?3(|+^&D|
MCNIX.D/D%9\$ '1,XST44W_?'OA9AK%;UJTF?_C;Y8T5N\$7DA.AOGM6O|ZA^/
MRZ!_9ID#7\$3;K%1_+1HAQOLRQ5%;_ |J10X0&2ORF;C|<;EUKY(Y-5X#-?Y MZQHMZEI;9#^12|NUK?
EQ;*0VOS.>_4E1|(<0 " @#KH^6"O/L'N| MSX7*T^_HT;7)EO"G7_@V11-
1M\$5HE#U^NOKO6HZT;KMVP\$P|E-X==9'H M;R4;5VJA"U^Z0)Y@K;>_A#?
N2;|C7VZ&4|YXMAKB)%G46-2FZ0?"D75S M5O>ZF?(>D84)?
L.W#8Q)OL0'&YMH<_#L)|LN@B|9_%OE.@>U%O?FMMW?K?'=S MS|HS\$Y&_BWS<0A_2|77=-*P;H=?
&%^8&G;A;_&FG\$9MJFWT-I\$AGLK RK\$77 MW@J8A^+_F<|ZBG3F\$;
<5.VZSVOLA;_"5X7P564>.^LQ2.0*D0|;Z%O/B8P6 M^5Z*Y63.4.
|VF<8Y|Q*VFLRJ"4/7;3;1%SUD5JFV68N^5A? F1 M6|MS'04U|6%R*UFR<-72>8G>HBF?X-
E&RAR0VS#I+H6QKH&|A| |AK#;4=G M|I< (O3"+WWQ1/M>;Q>|>*'M1;_ |J MK5^=
|TWT^/MZB5R=TOBCM|X)NB2_#-UT;7\$+FU(L1152%1RYOH M\$;K"%LJN!_%')BC3LB*7M*A+#+8<'Z?
YSV&8X|VB|1!>D/F0Z MY@DT%|DFC<^R'|VT2YH'HZ7L-L'>QA-114KT%DE0|WJ%_ =8^ZON00|2QV
M@H#H+5^V&|QT46?| \$HXKBUE)Y#|C;|%"ZVM\$H|/F0|X2V2RCNA|LZK|)Q+4P
M&;*FAW;=)%NE&GNMLHD|K+QMT>REI4FHZ;|C;H;V| MV\$|G(5&>|MR^ ML#TC4NI?NI%C>
OETHU*|RW|H5>*== (KUE%OH_Z|+3R|;&..<5-V<5->ZCY/
ML1>^"E|5VE>5<>QL3U>1|TUCM|OQT;^8.R2;_Y39M|GHP/*|W@L|H-Z-8).4 MZY^<=3G;9AGF;EF-
+R%R;T6)HZK@H_J'O.BQ_..M#&B%OHFT%<|ZCHW|3Y< ME|B...3IKOP_|@S|&F=H@Y#J?#Y%?
^+5#QUF8K8;|K;_"ZC6(+|* M>KO2?(ON&2GHG&GLBR|=L|;\$XECCOBFOC..*HC>./F/26;0X*\$|_|R5?
F&B3 M8|BZU|TDGS19WOD9U%&CZ*GMB0*|9G(-@6R%-7FK|YJO37@04_|=T<3;ZH
MT@)OF7WA8G0CQ)@_M6WC71JLHRVS0W'I5@WPRUZ|VWAN64;TXB;LHN;|E3W
M>8F|)%7XJJQ|5=G&SK;HINLI>A7S;F2SQG*|NKWF?U;_WL%;KX2=PFC>&0 M#CG;5D-|J1I\$%@G
M+1RZ|TU|IRL9O2EV@D"X;OLZO*3CBAZ\$>|RDMVCQE6G|)NM%_46#JOZ;ZGYE MT|JRM8ME009UU
AZB|X3 S'BF OZLU?O4VK|9WM//3=/B;=S5YQCQO* M|L7.R;@72|OLHR_M#QS2HIUQ^+WGV;?

&:9QC3BINSBIKS5?1| |X*7Y6E MKRK;V+F8M41>+T" 8L|0V)RAS+Z|RGU6^ ^N,%NI;^?
I83BD0PZSW'.WT.-+ MB-Q:T>*H,ONH;YGH2YIE7^G-N7H;.(WOJ9U0<6:GOINT6(XYNBL_0(M!4G3M-
|3_8|UE=,%T>=U@!:=5K\$%DD |RZ+X@:|9T7.73N M7U |K6*B5XI=*C(Y'A0UJ;P+29H8_T#D:9\$)
(G|4V55D.9I_9G05^=IATSXE M'5>NK//O>B|WW2:ZJ5IO)EW#1 LO>M-;Y&|1*X2F9.@/TQ,H?Q:OH?
C,>1(MD6U%UC/1K<>Z+BT2\$^1=>+^=89)O@#VO,=Q;:G)E_>H.D4-%H;G|G
M>_SW|45.\$7FJ|=TA^M3D!^6M0>NC(J-%?BRR;FPW_;Y|1_8:|L.)-L\$^KT
M%OMJEO:BWIJOMS2XT21;+Y=Y*BXO#I.KA"/_H|5HW')=TT.\$+D&E_ TR>^ M. PG)?
0#;1^0|2LIK(G'H|9(G*FJ7U K)8YU_K^C89#.N0PRSUV"SV^I#W>%S&.*K./NL821^F;L?>.XY&>
M;=>I+OZ#QH.Y3\$^JZLZ+Y86QCN^EG:2OYWC^X;O:HJL-/ENS1/JCEE?8.Y'NS1
M/>Z:9QLG#K>6B=ZRY7JNCOO;='O.I&AIOE#;HP M=%>"|Z80=VK7&NB!4ZB+Y5R;|M|YE:2_J+3^L
MG<"/Z|E7DT^?T.3;0)X-6>Q?ME|X1;OQ+V&S|T6;.)&8?N:0V#29GJD;
M_HY.^18RS//2J%^SK;H&1.81MR4P|@ISW4?O:"5^&K|N"KRM1_M.X>2J|_# M#|OH!3?-'\$X<9*(-
P6^VY*^8.^1?TMY\$7X0Z^7V"YT|PR1>0^IK:M^\$5|C|CF/+|IXIO_-SZG-M05VC\$|I_XPKF?8FA
*"JZ*5|LTS'G(+^6T_-=|/.T^ N>/Z%-XS MS#3W5F3|CN;@EBZP+3FD
T\$|H(UK'+KW3\$'GSQTZQQ743JV*WDBI"|TA&(<| M|^%UR<>5MK<6|M|\$|H4)WVS<-
^|OSWA+IY+%^L7/K*=O.8TXJ|^E^5|U|5IOX|(D'9+_\$TUG6.NJG|I>Z6Y?CB<|POEF M3>@::AK?
W%#V&(X8"@_J2K|VW@A^2X+MIY^E=;OE'MOGL=T7N.ZWO M9W_)1+GP(L(A'0C:06T|X-
#|PQ1T:NO0>7|H|>1+KC/1;5B0+A5 MQ:2+;=F"#MVL|G;E^?|JO&5R5B_|&OMM?(<%JGN|Y7%H8+NGA=
|4_|Y%|U21 MWA|TZ(U.XW|%O7.L:(7|98O)EI^Q_7XPD)RL..W/==BO+6R6?)M\$SXVS.OF MJVF6Y_F<=
ZQZ)EF&M|45H4QC;@IN|@ISW4?O:"5^&K|N"KRM)_5S/N#?_'MYJ"-&? OX3>1)_7.KG.4>|36FP0?S
5#/?).O! MHVG=|V.8^?X<|K??Z;OMY==|XN_-LG>5)XG.*0#03NHC;<=NM=/0><X|HA
MK(AV|BFOB/2E:Z3*|0X;#"WYN-+^!&V\$|_0L6T.Z^9|2WD?#53WYV9@|H0X MQ:+S
|CV8XF6M2OIV|8@>Q%O>4+WV|4P1=FBTX.7S/VVSY|J#&-D|^QZ^G9 M-+YAZDS+|9XK*.Q%GUG.*81-
^4L;LISW8>.O?|5^*J|^HR|_+^<|H(R?M MA#D#_B7T)OH|ULG*QGZH|A\$/9=9Q<+
(H|R&=4%*UMEG4N5M6-O0YWA<|CBJS_MCUHLOVBQ|H|V;L;LU:*NC1S/;^9M0\$6.X8BA
*|JK&AJ7|@R3V1@ MPF>DQ;::@>AG^!B8ZH.E22?_KX>\$A?|IAS2@:=U.9;#MU|4M"YAD/GFP6U
MDV_15|600_=(C2<=|;|JR<>5?WK2L|3(#(N>D3FLFY5,=->K?(NB_.O_.M^MFHENBPM|S30&^UFF?
069&OQ#XN^_PIB+^HM?|RQ_)8>^+,"|2/|SK5HZZS
M'+IV;|YZQK|3;+=/92Y>_RL>GK694PC;L|1W)3WN@|9>^&K|^5Y|55%|H^|MC'W#
|>_QS|QASH;_";V)|H|U|X|>1Y79|ZG<|JG|SR?0-=Z3KA|M0_|PIM/M^Q|V|HJ|=<)E@;
|4CER.U*"QAU4TA^#|VHM<1;|R*5>%/'^EEZ?|W*-QPCT#^27/3?2^
M^J2QJWL.)&6V|W.8I#_KX=TO%|OH9V|U9\$?+\$=|V.HHV+.41LLMOU2@ZV7 MI?LW|%50XA9>&3
MZ=^;="9|^T^*H&|Y|.Y3E)_TT&1|@Y|C#8|/"TGY*WTTU/VV^#"4*0_U^9 MP32QSCZ#SULBCBN++
L;+|C:XJE_1@EM_IE#WZ|JL-|MDQRXW%O#UD|^<^AF MX3J_|GE_X3<_V9|CS"07NF6L<#V'M9S@P;|
|7X<4Z>^8|)ZV,4&|%"_="^1 MVB:F43?Y4C>%X/L;R|JR%;G*IUP5ZOP=G/|XEXJZ/>C)&N&=@323O3?
2^N1<M0<|6+=T|MSO1MTUQ2,>G0S|^S|>0|MV*BB^VXWT,=53,;>H%ML^QF#KN5G9
M^EO);CAJ*H"XM5|36\$)QK0Y?H.0(>J;|W^>55Y\$5H|H\$U_9|+|M_|HRR\$=R'6^F;|B|FX1+U_0
MSV3HA^3K/2U,%:L<-OB|2|QY6++MEH% M6|L|<|HC1^N&5@3R7L3O:|^F2?
H6>9H|H|RJ.*3CTR&=\$.9K*/=N1<47V_-\$^MACHJYAQUD<6V#S78NC G6_|J60U'#04
96"RED|J_10QS2@5PGJ(3I2SK='@T?4GG0,GZ
MO|^6C1G&P4RFE7*_"4=VTFRGPKORUB2CUYSZ/N+|^QWV|PHV/J;X^L|6;#|M)|_|L_YR;0,>7B|JGQ-
@ESH-TN\$ZUGBT.X|;N+&|H|W@:|O71/M_+.@=QHQ MC;K)L|H|_ G67N1JA5ON6J\$.?O0D'|(QZ-
\$>X96|!)>Q.IKSY6E-!SDZ.Q M,U?%?=TC'=T?KZ'KK|SPU^>8&I8I4=|G_WBSBN#+%LR_1U+
L,4Y4'O.F;&|_7 M|@_M(3XD|27Y MXUJO*V1W*A?SPE7,^7'-J|6K"|H@%|/;6|H^QNC#A=T)?8ZD%
MHV|RK&X*P?=Y|B6YBESE6ZX*B8|=8X9Z!-9&+|^Z|H|G|1WG.|H|
MGU8.=NS0;+!+=+Z6#;JYC:19L_A+X87 MV.^V62/82@X=
|DFE/96|J>Q+97J'_D<2*4SE8.T\$KEL_JVD7BWY_V%W_QE M:@|QXA55>9QJ#%4Y<\$LN+)Z7A>N9Z-
#N68+=#0WJO\$O0N=|RK;F\$F\$;=Y&^= M%((+O|Z|)U>1JWS*52'.7^FK|%;&B/<_|FDOEH|JK*YPL*
|^4TQ2\$= MUC#CO' <<^&WZ*H8:CA@(' F|FGJG|E)EEC MF=R\$7M?K|H#M4MI=YGF+)3Z;RV)OH<3|S2
=RG: 2KQML'^_9JO|YL2CH_|MJK)+_GE;:@_ZGAZWdK1==T M?_J^>2Y#3*_N*JYN'L'W1=S'DZO(5;
|DJA#G|U9|QVB/Q@CW#*R)Y+V)WE>? MM.DZACEJHW#%(1W6...|=RLJOMB.|S'44>2H>&W%4_Q|@ \$
@5I*O MY*Q7U=<-2M*D;M?K|1%LRV'C.LK|6&^Q=|W%?;Z M\$H^%WOA|N0457VS'^QCJ*)40+9BJ.\$8GP
0*_5|36#={0XT M^T.L.Q\$E|^M?495A(6P|:AHWQ=E>|H8S9^B_>|YR0M:RWZ=HN6F;J^M^>2
M"QM#VK3>XM|NBV"WLPF|MPAZ|Z|SP."GGG\$_.HFQ2&=#<D.O(547GJA#G MK^3|7AZ-\$?
(K;R(RM|B_..0#N4Y0B9|_M;%_DP.9G#=#8?+/08F&#PS3^8+M:89?#U_Q""=_M35?9'BQMU?*8EIO36'6F
MEI-4Y61SLL&J>T\$^*LM&I\$.*C6/X+?X'GN>IRE?N.BWY>(V6\$|B%3HGMD\$XR
M7FIM3MREI7<&^W3OZVF(|\$|@IA&W52BNBG#D*G)54.F*0SKN(+^6>TW\$ M5?
OYDDXV^BD.Z;"&&>>|6RSOA4.ZY;H'"LU6#/#4|3O|!AL?L.RST09|KWO"R<: M?-/&=+'&>(.O-T4<5WRV-
US+3H.^Q|5;K*|712=)|IEKV|K'|,%OT7&<5JN MU+).RYN|N8?BVQS<&)\$+ TN|<#W';0|2+^
|NTG=OQ=T7Y;A|S.\$WS|+3*_N M*EG=%/;&('5N2K07|7B_-TMZ|CBT1@AOY8WM|ML?X@^:1-T#'/4|E;%
(1UJ_M|3COW6*)+S'44>2H>&W%4_Q|@ \$ @1FJ|2=TA_IMKDOHN3-|LTP4|H|9C?KQ|^?P4QC;J|9'53F38
D.O(5;YS M58CS=ZN@8|1'8X3|6M|<|K+|?|IDLZ#C5\$?M/DOUQ2(=;/YIMUCB2PQU%#DJ_M7ELQU""3P"
(D2.>BXG/9M|A^TOCO0SV.@/H;W\$@_ \$@C|\$PR6#| M20|G^ (M/EDKZ/B4HW:?
JSBD0RT>Y|U;+|\$EACJ*|6OK1AJ_.8G_1(Z(=T MQBG_#ND<"*" Q8\$-(|QD)R*.2@8'NK
YQ;E7RZKE>)Q*)AK'0QG2QORFR# MOY^-*|X:N|J0<=JR^V=H#BDTRS+|5LW.5?P6XD9I&6NEG<?<?
NK0TDHNM(YT M&'RF0|M2#EMA0?R0?|_PN^_*OSN86(=5.)ZR8V)&KR%7VS@#Z6QP(0_#(:RQL--@?<?
9M'6"(MOY|_M+)|@VP+W*=+%*AX/"?Y_ FU4A'^%5WO20^Q9EMM|M>*03K/< (=AZFKF"WT=
MHV65P5=?A=:9XEP+4L|G^/(KE%T+^4;L251S2H1|AXMEO@2 M0QU%CHK75@PU'.S-/X#
#_ ^R=" !?PQ7'5Q()201!@Z;QJ;?(\$!0UK7|S M/9(0\$170\$BFFK|\$2&HRV2IK0TG:((E0HQF-4296@5-

,\$14HDU/L1SP2-O\$4> M00?T;B9\$ _KOW_ OOW= NWL|WYDS3Y.=|H|=L^??0-;KF8^%#'0L|
M@+MXQWB'S<=F.*_\$JN|T'|=VGMO|HPIMU,SY/*3NHRRZEFClBJ|@-Z Z:WG) M8JMQQ\$+O^>)
|E.1ZI4_ C%KTG>N|OKV6&1#(9|MY;K/DQS,3C.^? MJ+1SDM3|-95WMUSFEQSR*&)4OKIRR.\$8GP
_@1.13|_K|<;AG MFPUVZ)N00|;:P|@ _@U%|@8Y|%_O4==.#ET#;SX6QCGL)KRO;*KOCD6CO4|MG4-
+=-5GD4ZRRVZU_2LJZ?C68_\$5|;^#|L-CJ16*A M=^QH>8Z/M?2J0.>6#OOMX\$G;|RTZ+EG-
|R^T_/_Y"YC3RIHKF3;|UA.9(P07^L9VZMN?XHVZ;:E(PO/?H;?*!*L^"%(|WX|,7X
M|L;+_)#^D6.RE=7#CD<| ^@ _#(\$3D4Z?1U<(SR;+/S'/K&)-#? MUH\$ F
!"C85UM'QHT3|/2RM;6LL"B9Y%*YS30*K"NEOF.L3 \$=_\$.V7CX MI/_N#RK_IW.V^@MWJ MCLTLMH-
+*SD6=ZS;=9%>@|QZ+O78| ^;3M=^;U5^D2^ ^+;JOG"(.8V|J>Y% M.J%S+V(5L2JF6)6J_ SYBX;DUHG%?"
*UW?2%|(9R4F67BN| |SF&O1%.N3B>;^| MY3" Y)|'\$.|RUI5Z#L<|_|@ _\$#K\$>(|O1O_ MNB8Y+G9WK0|4PG
M)-?UHX".&C(L?|G1QN.|;#C>(>_FVH^#D8Z|",GP2?72H_|Q)^.+*)|6NO M9;3'>27T/%86'U@X?
(|INU2^13HS+;HWJT#?UH9/%5A|1 M^RN)A==8GN\$5+1T|MFLM+6|8|(|WU;
(>|JM0)XOLK^Z80YC3RIKKF3;|UA|*P5AL_VE,L^CN6X&^|LI^_MUT+1LD'(.K M
G;K%WHH^VV%Q\$+_L7_ QW.5.- MR;?^D+G7L0J8E5,L2I5_Y6XM=C"|;B6#A&.=>)KO>,+13HKL;&RWP
_P4-; MY9NWZT0XBG3PUQS>W7*97U+|HXA1>>M*/8?C'1T"@|0CUG7XW MAYZ+|.FYV*|GJ43ZPH1
<-.1;DB.8%1SN.;P/_ "0|N9U7|U|Q7A2ZJ*(+Z MI\$+|S*4|53C.%5
KO5|P.MMH&+*PD%KKRVH7*S^F9<@+|%XL#Y MI<:F#U;G;X')*
|N89VRI WHPIY\$WU3AO|JVO&;D7L8I8%4N|2ME_+W7P_2J2 M4YK6|H4CGL|C"P?>S-K;UG)
(Y#T4Z^&L_|VXY\$^|YU'\$J|QUI9S#|8X. M T'J\$ _\$X P_)GF98=V|B_D^&Q/<|/\$ND/:T= M^FR'G|(|Z1LOR-
O1-BHL|?|P|+ #<|)0*/HIF62"K|IHIG^93O=|9&*=_K)?W,< MSWVSELX5/G<_+1.3ZR_L|A?
\$#@=6P"N;_-1ZPV_|J8F%EL?"|RGU+Y#IM;-Z M6IYSZ*C|)H>|+3J|_7L;^O?
QS&GD337/FWSK"YE|\$.N(5;_%|J3|5S9.2^# @ M/"F" L4YK6|H4CGLY#OT8L(L59Y;L\$SFMKY|GW7)B^<|_
(&MK MWZ2XF#+0P?_EDT;)N<.OF\$ "K?IHIG^=|;# _|D5Z3VNA\$VG;OFR1YV=3/|^M1;6SL(S=XL_ %9*
|XEO)7&'N>PU;#B865Q<+VQG|I|9>;2#9NH(U?+,\$|616G M^U;|HRUZ|H7R=|N_|'6<1MY4|
|S)M|Z0N1>QBE@56ZQ*W7|/+C%^+M&RMH>V M2U|KN5AXB M%.DUL?
^HV;:>\$+XQ3Q6%19;_%ECM:F?_0I(_YO#NEDN13LIY
M%#&J'KI2S>%X1P^/BRSM'0D_/_##S _||_/_ SPPP|_/_G@=#?Z?_JT"?% M4*T|Q\$A^_U")9SDMH?
ZP=A2H#V):2-M+N4^DG;YECQ)<>ZKB!A@;U_*27.VT MY:H":H5X55QM M**="^MK@>4.)NR|5PC-
W2R<7>_-R7|78I@N) M|>,<=GK3H_|1"U>/_W551;&WC>T<5)QB04;*=0T0\$*KGV==<*^V;M%GQY16'Y
M|A;^;9|RL|&8.8V|B2*=YN1>Q"IB56RQ*G7_%70>7V+L0*J*39;-^(+<;C;" M?=\$K2UN)K_4;GQ3I?|
|B@T^4|(|5;57'#A=R.WL7.C7+Z6V|M0|3|Q/T_-I-U/N-6LYS'+_DGSRNQ=+/,<4%??^@57|PH1(%^JUK;
MBO-+ZOF;*DYTV|Q|^%Q+%;<0R@EQ=Y7D.#>|R;XE+BEFDEN"KE?%AK9|5'\$|
M3D|5+|S*9"0W"C+;|I83\$XY(*2*4.WTNR6J|^+@OE;UR
MLO4N|BCDDK'0SOC'!F8|R.GGPU6Q*6Y61;Z=ZF+*)*V>_SXG2R(|FC|34ZT M|FWL>X66F9;_EJ59Y&.X+
(FQ109XQ+|W_ WY)R|Y;3C6Q MX*;2_3F\$6%AY+|2<7|+W99.72CXG)^UV+|%E8_-
WLL'VU9)66MZK|)OZ6|_WHXG#|'N;|: _S_T|Q_UZ&9Y|Y|I52?U@|'"N3K<+|\$Z<@FGGL#M%.*M>=HE;-
DUJQ_ HXHBGQP"0JHX4;D7.6+U|5074V3|Z96*|2C%=5U5/4M-5X5L MP%\$8I'\$G|Y-
/5&G%OQCF0^Q6O|SM%F)AT/%Z=<#V71&H7_9NH&U|;:>1-Y\$W M5;
(O5.Y%K")6Q1.K5P0*.'GUHT" ^#A=|D8Z@LRJJ\$ZMJXP.JV%26PF37
MC#Z4(JGNF06\$5"\$GECW=9)^6J^<&>_SGT.JM9"*V|D5V?(U52S25&FC&/QK M2|-CBISN=Z-
BXQAV(W<+G0,1"UN&G(5?H)|LUEDC4)^ (GM9L*)X>L&W;:>1-M=;%|Z-R+6\$6LBBU6Y;2I6FY\$GIK-
SOB;WW&|)T4Z=NRHBEMO?(UON5%PMT|H M\$|<5|K 6P8;PU_ =T M|)QP?U@|'"N3K<*D4Z;S_L5K>|=
N.97P.PE.=B'Z3|9ZY"2V7C4("EC/2UG M;'FSXO\$PR?C*FA7U<^AQU2BVT#|+9@SV7;?
F|^OQIX+D7Z2@SIURNBBLAQ%3 M9-;|"T?5N G|H5K01M# M'MLI_T_V;E)?_V*=-F|-G\$;>1-
X41%^5N1>QBE@56ZS*=5/U_|0|GFL+|=R MJY_O\$5HTFEB^WUV6^JX@;XUHYS610Q|PC*.*)?
VZ*Z=TMYR*= M5/|(H8E2|>=<6>P_&_G8>^W8)_8/@Q|^&_&W|XX8;<"NLO
BQ6_;|FYSC|XET|+M8.CM8S3|0JBB|7F;FHZC9O8+ ME#;ZREPMUVLY1|F|D2WF^1"|_0>
|;CE;RP35ME;&)%^XS;Q(=B 6-B46VK" _M*DX57=I@W|IN|RB^WSXX8TH&|)\$_.RVL_ FE MEMNU/*?E?
54L=BPU?WL_ -O9YK?M,K.;/21DZB;_||H&W|NTC)5%2?UB@T6 MF4E;:#+?/_UCJE@H/E?+8%5|A
=Y0#8"R(U3OU/%)C?29B_|VECFJ6-1;|L;\$ M; IX7A4G?(|5 MIN6?QL8SC>UET|=L+=--B
QX!:=#M+2G5B81"SL;G*ZB|7OC&LOIY\$V 6\$6L(E;5!EU44>PU0A4;^J;M\$K/DF|;|L) MO'J^B7'-^A-?
6@|9 8V=+BU\$68|X#D0|X%^\$8"4H"<*R%FG) P\$(M\$Y7? M\$X3A.P7_ P/_|_VA;Y1Q'.?QGXM#BQ;#T;
F0=2LX|@V@P;6%9\$!-\$@ M6_2CT2*;A05|C#;%PR08Q<\$EX8;BJ"!|?/L1,<^&P/^T87|
M6#L^7"GE32GEI+> MIFY;2|WT*WU)'|*+=^=3S-3K?WAU7^H_ _P 8"Q>E-V?T?S=HN<|)P(&@T(OT(
&N%FJ M|SK?TJPG @: #0C'0 @ D|F)9+|4AGR1;|TGI\$. M # A#TNU0.=05<|0\$0_.9Z0 \$S00ME^H---O?
2X|CW.&|=(E3PX -;1CH M UID0X, N|\$^G MT_7T*"VE3ED)JVD|H|=+OM);ZZ5UZGNZFB;_3?
8V/_9Y|HRS|2.9X89|KU|HRS9_29YYQ=\$0+|KU|JQ|'7NH('NJC M.4DS3;-
LUKSAN8=S<|TWZ03_|.2.3|G3+|F^|W-9JYFF+WS?5#|).U;SF*&>EO"K)0H1|D;?
I*.TMDBO4VMM@MFL> MUERI^2B'B==L0=7IFMLU&YMH|W=C8|RS?6;C^=|HN&+_.@|EN*AFO*,^R|
&M_/T>M"|7Z4=|1E5<;Q:0 P>|AGY;3O.K9GE'4E30G.EP_|R<*?4 M-C|X#WL|B|H8|%.B^VO&2K+
(Q=XPLR&PSGR^Y+.(P?;|W C;|T;_WVFZ2S;(_ME=7@|A>V^ (3V#+-9.U|6G121KQH=|)#GZ??
4)^X0+ _G6&)<^BKH=8'|0#Z MB;|N=|3|=STIYR6;_3V3K-5=(
M8XMUZ%OE1+N#/_D^_ISX9QP'Z/<<2XQI_7PVU/F@'T\$|_42S(Z/N5WE2SN49 M9=R1|@?_.@
"@40.UKPF+=S%(IV(Q="9#|_|VL*#|Q%|H@TA1;_W M(TO^2|6)L=HGBWXA+9&_S|'L0CE/_\$YGO-
1XU_XT>|M;V|_M_>>)&O=MB^;WFLF;DS1#T|^W"*89HSE7.T.SK;J@C6+|N;|C=)?F+YH;:>>D M|?
X|S2|)%K|=J|DFR1=)|VBNUCR@Z106Z;_JYR @_GTBO>3VC;_*^FY0<8|P\$ M TPN;_*OR3%K
'P98%.E^9PS|N)13H1JZ6#KI+D=5>VR&6X^#_ATE;X|7&4 MY9_ IS|F|EDBS(J(?
U@ZF;YQ@#O#"CCI;2DD6 M8QW;BX5PVNT/0-H%VO MJ*&=YFN&Y+"M|9JE'\$f%F2JU+^G;7 /K|
QV+V|HAYFLLUQTFR^*76 M#E'D_?I-1QELT<"1#?

S=\$9HMCKJ|H>=M.EJSP|\$/MVCZT/V#=#Z: XWR9EL3=A M|=- "<@S3_*I"61HYT?!%7;G0|BB3K#?
<+;:Z%K8|HTQ_HLG_@ "@0?M)Y9=@/"G)O/"8YEL- MU&S-V(7-?T#V\6Z:|JNQ=Q@-H@|:.*C#);.^/O?
=OSMY\7O:2Y_=I3_3KIP M%.S+W,V.MK8OF:>TL4R?TZP3%NF=@-HA^O:7|J7F|GTF1@'_0
#0H&FR|WTX>W#4L>G_QS+?ZEN. M_9@>R'ZP2=5V|V(W2|8_NV K|O\$W_??O=YQS:~Y&G;3""4>
|6T|HTJ:)|% MCK;NEN86JS5JB&:)L\$@'M#00TZB,OKZ0Z@GVFA34A"Q!(Q@_H_Z)_^&Z|Y
M(Z,=7EYS>,*^>|BM-|48 M|P\$ TP%Y0L4SV00>W5O/>'C|7PWRKT8Y|>#R@=F.1#JJV>|L/T\$&. M'1G;?
DOR>5/, 9JW,|:SK=>@Y8-QCG9YD*X;A3Z:%8ZVMA6B_2(5|+8<7BF M)(N""M.L3|>!K0087I>><&_3?
#4|MMO18,V7-5=I?J-Y4I*GV<&R>YCG-FSWZQ;O'-MIO6;*S4?|7@GUO/ FMS58U5,HOU@|KX41MYC|/-
>W88T;(7RN+=LX>HCF:Y);YGI\X MO:|OE.3);+O2?|JLY_2'-#.W9:3LRWG&>C|T091GC:
(LY;2K'|8YR'%OBSTX^ MW\|(|3Z+;VW.YOT "@|:XOE>_!G=7KYV)8I'.S8Q|N'JC=6*0#;P|O
M"8YMWY7CMNYQ;L,SIKECX|R?IZN&X4S'.ULDV,^\$=FX4HE-4+7)&5MK&)-Z
M+^2S\$W2KOARU153VY,T;->. MO)*XR692;98!ELJ/FEYC|-'\$,V6<,6 M>|HDDJ-*>DT:RSFL-
YOL=5|Y#YZ8G))DTF4==,4;_OY/3;_@|=-1ZCMHAF=)UE
MLTF)|Z3R:XVKI3O=UABN^W+M|T5=\$SV3|:SVS &?25C^RL" EQ2YO.*UI=A MG7-B^ESKTV?
+=F|+V0-Z%DHR(,S>_-'CX?X6WQ|DO OGWH?O?:E5EF?LE_7# M@2W>OBTPVY)1AJ=*|DIE'L9H=UG|;7-
6:0# M-9(25X^T?O^VZ(* M/QOZ(AUI2-&FC/+;??@# VHI%NG FP-TEF;7|JQ6Y,6"HMZ)0F?
G6'Z;^/Q325X-F/?\$ "YL095|& M'U)PW=N7L_?76?9==9P|?)BH8A.>.W(LBXW+/-
TB^3_EM5WM1;_G5V|@JO=0 MCOLW3//%HT _JO:4TIV31KZ;_FW
9(|J|KR7+;A.@C&JRK/0TUMC;06WB M5'<3Y;>%V=264";|?#S)K=E\$S&-QW5?;OV^J&NB*5+LI-
0%&=N_-#/)64^ MKX3Z>;2LYYP8|/|>6<9&.+9A=FN.^/2;U+ AEO NO?X;YBS2_0 R,O_-
_LG0G05,41QYOK4VY10!\$0 M,T7|;\$50|0(V@)I957.(5RQ-/ +&|@N(1U7UNZ:&@7X|Q;9#- Y
M#MW=/.K;R:%KMJ V.=51U^O0;7-! =R;+.W<8&3O'/J5370P|G0""Y14V%Z7 MI>0?>
<@B(_TSLOW^1A974>=U*=NHVCFHJ9%Q1M8&JM-<(SV5M1?LYL|N9Y7Y MW
|WV0D65"QY;6F%3|G+0YG8VYK&>'QOI5Z&M:B50OF97(VHK/|\$>..E
M%+L8>=>CKIL1|WGHUG%1*V,?&GY^U\$!_75GRQCFC<'VRM8E19Y7LK(YXMOL
M^ZJD=:VDM64:L=|E@?KD&B,78VAG|35*ENLS37TI%.WBV*/<=YD16/J5%MWU MA:9|)%2YMK_L\$?
#IG\$>E|JZN*/WV|TGG+4 MOY^RID.2#A Q0%L:66_1NR2_SJ5D/^ROM9 V>
<#1)H>@V^:"BQSM_ 'Q_0JS MK9\$W*FX|=|R4J*?BA.T_ |R7Z@TR;K;|11?
|B&DIU.LK(XQNI@B@Y\$23T\$IC4FU3XG;:*+D7D!ZLACI5="6|5*WGP-7P+P
M88#ZWU2B+OM2E%3E6|>%B/O4)NDPMUO^ _E|!_?7E9\$|TT|0N?*|DI7-\$= *_MZ*N2UK5%2=+A@|?>
WIO_HZ+R";_P=[K|H^:~%)*CN^Q1R"|G\$#?8-\$|N4|K M)|E|&9KV632U.9)T (_S|LL8*VW"=
|RTB+;_I_1G*33E>QY M|+;5MB&2=("(7J00^|? ^AT_RS2T%^SF MSVX+2WSF<\$^+CN4D-
P%_Z7HD&7(|W7|&HEN(0|7 _MR,WJL3U%+Q6\$.EC= W&?VB2=?1V?V2>0OW|HG.@HKFER/-
_5C9??"NGKTI: MUQ8E2>?>%+ _K|&WD|H);8OUF<:~%))#'= _A^D!Z?^;06|L @:9Y3|>AJ9| M%FVQ"Y)T
(PQ.TY9X;7QAEWA'F|+H/-VA|3|+3';HXZ_L/RV5ZQTV)'08"B0Q*<9YD8Y&=C=RK)&?4_?>
5^>00^0|FYZ' MJ?SAE|>-G&VD;|SWN#XMX _^CI&KC+Q1@^XTQM1+"6S-0>L+%;|VF-K(GG&| MA??>
M1-%AU-C7YGDA_Q;ARK6;87|%;|W4+P\$ "4J|%;R.BXONPGV|^?A|'_ M#K%?XL|FEU%T<^|_"\$DZVN*Z-
HO|2|CYU/TZE.YSS|4 MT(_GT==,+O/OR^+V.B&N;|?X^W.|<*"1<4;>2U#W|^+OW3R.X4O|S?*X'B?&
MZXL16?8%_0W*((XS|@DI?&E!;*+L>CKI^DN>^%|K; MBZ.+XW613_@UHT6.6+|:5XBTS6.2|S*TI+/-
HC%V0L, @|L MH=)|A;_4KLV)MC&*3_ HZVF9=SO|+X-
F3^@3|/+>X|4_32EJM<|@5@VK@0RE3\$|3W1QG8GN5^B@YIA-8=FGL3|)#;.6"NY49Y_E.>#>
M*ZLHW,MO6;87|'8'3IQM('R80D'8USTO \$Y?AV;X)R^/D MC5F4|JW_1?>
UO#GP2XH.H+JHB>D:|QSG'Y5B7|?7;&N<0GJW|? 8TQ|DLXI M%EU+R?|KK|L^BY7-
K<4M<|+6@LBODVGK^9M7;O-9_IX7>|H^S,C9U|T|+|%>
M_ |VHN%UM9;ZCVE|A|^3U3|U|Z707.X#L=XUG>40|_ 8@LQCDQC^@M'V|H-\$#-#) M#KW'!=!YO\$/G1
'M<;6CCA=LJK<|&7F:.*C|\$TUC>H>BF.)>YSK;9%+;_@X46%|P6YR&.OXJ=|>
|TM.TJKDO%2PFU3PG|3RT,\$'9=166 MRS=|TCD).D4P=?PID@U|T@O=)|G|9|>9'CA?Y5Z+J8*K|>
(H"AQG_8DG:WB M?E%.WTB/NMI2|)\$IKN3FW\$|D#|XKY.ZFZEP5X
MM8=_|KFUZ>;P=^IF%ORWI="PZ^=K+|/4_Q'/^FQK*4ZDVK\$@|YCD00PM^RQ: M8QJ?>
1^VZ@\$G|6;L;G|T*6U+).D \$0/T:PZ| M P/H/RA<|J |G E+VYZ^8_MLY1J3|)#9)RS'+|NU|1#(A7&JIC3;
|JRJ9; MX ^N00*HIY|KB-UXI#U.89-TBN|KOC#2 MLX;Z/U5!&RPWLE<@7|.)1G4%'&-\$^L-
TF)LHS,L>C3G'HN=1A7,+UCK9K041 MW|82VE=UVKR&6F?VOM2&MC6-FOB|^B# M;,>)^7T|7U
+-8Y+W.C3LLVB.79"D P _"/ @BH%)L;2|:;9+@ M|QJ3=%Q|I>|G_-X209(.\$#% 9SGT|AU
YS|DOG\$P:US)2_M2E*|33_X2=|K? M4-D.PR(X4QSM,"3G?>
J7QJU#5,L*AXS"!MKG%4M|74K+|S1FT>RBNLNC|U.BN M'G4-INA 83E|0Q6U%^PFBT66|W\$X8M)4#E-
+G).X'EMH*>|#(VUJK'|BF|F M#96D4P1?Y=09Q>ZXLH?1SE'U2P,18R?DD|)MJ-RA^8WT#1#?D^>-GR
MO;ZK<&|!6B>|M2#B6QEK*.WK6BT^@Q.IYY|H|D?_9+W3|=8|REZG_\$@+^3 MT3_ST)?2P/4BR46>|>
(QVZ|E>H'E|EZ&AGT6S;\$+DG0 / # M)ZN4NLR'7X_OE;_C4DZ%SKJ?+7B-D62#A Q0!FHPT.R+E?>>
<.3GN9&EECTC|5HFPX4W81?|A#E-H%M MOY"BFVK3;O<0|&VZGU.X@|_EN,>B|W\$E|06|R<-
V_|"VB\$F#Z:6.B<=ZZCW MR9|J?1J%2=(|@J^9XJG>LR3KK M|+O_ |L2*%@6:QR3094C?9|)\$>NR|)P
/TR@TOML-U50AL8D MG34+|HJ;E.DZ0_1 W2Y0V^|_#JW<>A<|J JECCJ^~.E _/GS2XUTM=(M%R-U|?>
VC? |14J>J'.^AD90%COLWRWG?F6P1UV_L^BY7ZA|;#^*#@EL^TLS M;O<0?^B;T8@G;M1^9LG^0!>
*P7M|;O)8YWENVR-F#3X86J|<|(?+66|ZK'. M?|OVS
#V+X*O&>BIWMU6GS&)\$M9'R@ZH.V+5HY|HOQ@|U3O?>2A+Z7%C8|V MZ5-
C^:Y7_ |5L'E|EZ&|T6|;\$+DG0 *B=#O M^8Q%|S\$*V@MVD|>GEN_3&S%IT_/44N9|K/3J_?/N:V9|K/-)>
M#EVS4M+USX+&?7E)TN';XVV':H^LH6R^ _.\$S*OJB1G>E MMDC2
2(&Z#J'WN8!+=9PZ%PCH#W64&4).B|9:5NACK;QYUQE/X3A\$8S5#MMO ME6_.*P&/H2O)WDWS:|06|>
MR61VBCZSB#&IQCFICZ6&|!6B=|FR.^E>Z?4Y1|7 W|N|)2|_PKGD>D|R7(EN>8A=D*0# M
\$|M*52I?;7_E)%69J2=/CQCB|L=5U"87('T@1).D#\$_.U';Q.' MS@8|I=% R1-T^%;M-E7J:1_ WF6/?>

3!\$,FGG)CGV*R,JZ^IFT?654/MTL-3Y MY8"VOS[#=O?-8
IW(.S%0(ONQX2W%^PFDSL MWV<J18>C\$9,6:TXZSU+.LX'L M_W>/JB^KSG.8YV|. '2-2\$G71P6-^_*4I-
_MGC=*Z?W:R+95ECLMI?ZI)3[% M6@?Q;=ISCE2R6M=J|!FV6"|DJS S+7K/AK|3N?
>1E{Z4}FVOU1G;JHCQ-23JG M..IZ8P|:%TDZ0,0 ==W6W2R 3M=+.FL%M,L?#WZG<^|A+
M7TJ3UA0E=OE^!7"J(XZNJB(MS?.8Y+T,R77+0^R") :T *J# MSP6_2Z7WUL946::F))WG''7=*P=MC"0=(&*
UE/Z20HM'3I7"FB/>DJ6L'K M)WV_<>A9;J0IAHEWECOLWBF'?F4'S|I<+V3YIBM%A\OX%NA'C;QJY
_C7U)T M0WDEKV&5DA4;=|KPW;WS?V4W8WNK2VZ/Q;>7K";,3#@Q>5X"_I 0+U9&4W33 M-
&+2_Y)TRUEG|K(_J=[M^1?T.*?;|87'3=KCOKPEZ7S/HGMV%>7IA'3? M8H-Y19;-\$=_*1N:U|4:?(M!;))1
>M_KD7OT_IW*O<^|M*7TN9NLK^BTK7" M\K10^=<*6284=|Z3O)88:5YE ME5J2=|/02(=MOD"_DI(V1I-
\$#- O*/TDA?8.G|V90%|_M#|/O+;8O%N_4I=ROIP#_>7T/1P<:-@65-0%MTS|#=??B1=IC
M617+ZEB^CF5-+&MC612+^E@VO-) R0ZJ_4JX>|%NXKZ|)>GP(><%%OW|*BB++VM8
M9"E+PPMOF% =DV1SQ;MG)=UK0:2,2>C;::#R&^B)OQ=|O7,2U|*FP,=[32V
MPO*N=)0WH,#SF.2|*#EURT/L@B0= @EO|# #_ ^R=?>R7517 +R|M C))7H:2)HK(LDD&F=
(T6TW0\$|B+7@;OCM6"PNFBERVG4+992|&P&D0P(\$7 M:6J&F@3D-&,\$DA'-(&0"IB(0@B#0??
K^W(SQ/>?Y|WW^|R7SV<|XP^>|SWG M.>?><^|S?_<|CS\$
P7*IE<-6CATG1ZT;::#=8XJ\$PFS%SL|E\$N>Z?@|Q M*-"| #M'L ;I-T7N6|YU|%)U;
XC'UA(O6>58YVI%WTR&B7/6*CX?E!>B4E? M+RL JK.X|BF^?-\$UH;AO:7).RL|@<<+OX7-.0WZ|44K|
|8|M/1@31KUG/2R MT\$9?3W9?X-|7.>2:F.=0U|H7>ED^>.9Y:@?WXXVKE&.&=EQL|EJ3SK5.%S MUK?
5Q#FUY|H8=Y0=*X-(|YK2|1DMF.=>56/2- MLO*JJ>:/HKY|T2:AN+|NPOR#|K' XX7?
PN=F4SL8X>)P00HK8ZRQFAV99"S"G2 0-!W?-"?>3W0%RID-MAU#D*PH\$9.1CG6.5/0|Q3!QSESC|P^|
(>>5&/1|V=0^ M(QC#'|&K|GU5N@|:.#N/AMW0/ US>.O>Z|NU6*Y.LM,UT31KCG"0=(#K5D|T= M'/J*7|_
V/Z5(Q|_|QDAV99"S"G2 M 0 *\$ _Q<8EZ^X(3';0?0Y'+Q4:|R44:XIT((@|ND31.J|SD|J M.G|60#P6E8A)?
|>+ \$LXKH>O|C"GW1|L=5NZS.JLE7UUF MY3Q3.J|8T=0^45B%CW(ITCEB.(R'W|C_#'"=E=^8VL\$?<
%SY>8^7<#->D%.F4 MPV61#KDF|Y*D8Y_ ^T.8IZX2;|A#B= /%X_+ /G\$@ZML|Z-8<|AN;9:O13I
M|WO*.)AU|8^8M 793?=VZYKEX;#S"/1;>7\$8)M*<2<(AT (#R MU'N|T&HK;1RT'WJ1CO92K?
6)Q9LB'0AB@-ZJZ)WA0>=7%)VW!|"/;Y6(22-' M.GLK^O8R3)PS2/'YH3S2LCZWFUEC|+>_5:&-
&AO&T.13J.|(>@Z@|&"WQ*C M>%B98F6IE9=.8P^(M?DI8LBG7#GJ><%
M_ H|O|TH_ '9@YN.80^NL;T/W&| ^UU>N5UG(|-HOK>?VD>^BM#.5OE05PY1X M:6|HG*#|?
CCS6+1|&57:ED+,*=(| H3|T78KW78_LA|=G=I-@W M/= %XBX&"O|!- _K"1\$7OG1YTSE5TC@|@'F-
+Q.3UFQ(|*OH_.TR<4|3PH_+W MLQ+_*R'K6RBT<|*%.\$?VGF\$HTFF4?QL.CN*W?|*%(<_IEI9;&6K:?
T!DLU6 MNF6T)HUQ3GI9:*.O)|LO<.@KNBC2"7>>FB'8<;OPNP|)OWN6YQ(.K;.^ M#=#YO/-
=6KU=:RYWOT?Y^1CY\$3KZ+S|Y4^E)5M+7RHG OJY3?KQ)^6Q1VM'=@
M8RKS6.Q|&D<8IAX887B|ZF)YI50|74W|F?U)CFMZX^A M2*=1I+>|CV2LX+?,*YG?<'HZ966%OF
>ONC-:D,|SOT%;DF M+UT4Z80|3Q4'Z.N|@7^J7^P|">_3?P7,*A==.W0?N-Y|HP|XGM/-!C_9+
M19;KR7=1VIE*7ZJ2VY28U?NZH/82@^|PCR6JE^'3MA1BSKX< !M>7(NTKE" T;TTX7B+'0%(+
|H0B|X3W:/=^@KNBC2"7N>DKZH9>5QO1?3<|D31KCG#17;...3W9_WZ&OR#5Y MZ;)O^QY2CI\$^
)K|D7+^0YY(D^CSKV|3|QG-M&'KG">W;|VC_? \$O7>2|
M*._I2|5S1/"_6RWTNZXZ|M:>5'XS2KFL2SW,ES9ED+,V9<# H M3ZY%.EVL|!|TOF"E3<+Q%CL"D":T1?
N5G2/=A+>SMX2'|@0%VQ=81C?;4 M?2L9)MYX1'|@|@3S2JCZ-@AM#'|L|R)#D4ZC?<
K(;Z|LPEC|;_ "KQ;^0_#5 M YFL26.NBC2"7^>6FOJ?TVV|W'7_E&P_0J>2Y+H M|ZQOT_8;S|5AZ)4*F)
|V:/^S@MXIY+LH|4RE+U7-9Y6X#3WN^F*|>.9Q|+= MRW|A6PHQ9U|. "@/+D6Z4Q6|XC|7B+'0%(
_WH'R.5W4L4\$RN5FR=XUC?MQ5|HS!;O#%<|7UQ<.|BQ)|J|TV"VUTH4Q|KZ'/TZA|7Y)A M=%&D4^V;J
Q3|7MFO>_ZZ0NK?TUP0-DVN=9WZ;MMU2>:ZO*HZ|NYQ*AG;F M|F5EU_15|!<?
^2|*O8|4^E+5=%3RX_+CKE|N7+O7U HUF,3RW*;XV+).|7|1G|8)Y950|1T6VNC@ MT-AGO-NE7|D?
4|0W=6#OK6"OG4FCL|A5A\$O_>87YPI^>BV3-6F,E?H+)_T99AX95B)&,RNT+YV5NYRF%>;G<;AO<7AGS|
|(#^Y)A|=%.E4OR8J@W0P|4I3>U'\$+E/_X&KW|/;<|3*9|GO5M
MVGX+Y;FV|CSJ|GY^*K3U@I53'=I=?5DFZ|O?>DNZKV%|I2"+Q?Z6/36ZZ; MH5QW&?
-8|GL9+FR+|>;LRP\$ (1#B\$4Z=R@VC4.IPU;@K66LL95AXY MB5P0XT&.K4U8%QK_!|L,|OE|02;4?<
<7;3:4WV&ZQ|#+R M%PMS6)/&>KCP.J6M3SFR=ZRGN8E10E|*!>EKYNM*7+.1 M>8R|#\$>VQ1YS|N4
#"C;0B'>D%H87LM-(^@WB|@0(&+|Z0E%\$ M|W?%AO\$-M#|9:2MYTU@1D\$|6"G8?
MG))@^T/;&E'|L|ADA3Z&WE5246Q9OX M|C31|JO_ |H|TU5>;78>*|N?A#;N=6|C|T>YR9R31ZZ*-(
M8TU4AC5U;"H_."*X6;/YXHOL=)M_ ^S_HV;.^E|EQ;51YU>3_?2N=_C)NOKA1?
MVCYH_ Q|DN_ "Z)|H*50^)+2SR8J_ S^3>8R|#(>VQ1QS|N4_#" M(C;0BG=&*/_=)YBH(
|VLR^,\$6QX34KYYQ\$N^ ^Q|KK2|H2 ?B|*;%XLU^7 MDVR|BY'?
#/BVW|LR1)K&*%|/8H|6GXJO*7P;\$=W*_ =8.=)/X|Q(.<|H8W" M%P;L*|81ZM-N8-,,1?I2&|
|WNHE561Q0N_A47A MAVL|M%LF|@U>>BB2">_5\$9
MOK9BS+_ S+=XQ|AE7DG#Y|PY^3W75I5'7=^/=N" V)<|00%|NUGYFZ)C'/DN
MB;V/V/M2*|3W>4"X1^G+)H>L|&>BV8O(X9|EIC7+LW,UV-,|64#^UIDL;D5
M2M\$^|=,^|=,^|=,^|=,^|=^<|K_+P/_DT+K|Y%<=/'|?0BF|+8Q%\$
M)52)! "L*|HE80VM0"A2T6B.@E|XC|H>IFA.P4B*A|H5:P*TH@0(A|@?J%#%
M(L(MK4&D(HJU"@ (B@FGA7NE#V|Z|YV2GH4.^;^?|H|N|.S.|OE_QSF|OVO|G
M=OX|V=6Y'G>|H'M=7I+M4"J0|H<|HZ3==(Q|MR(L">5?0B:H'2|KQD&IZ#YXO56TL|?RU:D+D,?
Q|B;=U(" NT=|^_3J/OZ/D^_26=-QS/&+Z@.K("H^YGOO\$;QAC?>+^ (6WUC,VHIWJP8|OUB M2:S>EU?
=PS5A=O;*AOHJUI_|%2KF-UE3_4F.BG;FSN ML>XO;?
%|AV1ZSZ<8<_J<_)YK0|6C59_/'/?=/?|H>J0/KP|_ " ^7S6>|JX5 M?
8=^+*FYC%3F65(=NS357E_1Y3C+|_E7GL|O4+|)529"6)6RJ5GG<9U75B;...5^FJ+4>/U-
).C+/G0%F;2|O_D/'HE_L)>|S M)67XF>J#JM>KIE;8SO@L-M^END8UL|C3%*=JKL|J0|C_)|M'_.M^1:
|^28LSI<_)K@W5CM9Q/K.E^|L(T|J|ZO&><|C+/_X MSKO=N\$|H|UH5|Y'R0103;Y/^DG3FTX|E-
9>1TCQ+BF.7)MKK11YQ.1U_/_ M'W_||<7TBHD5OD>4YK5>=)|L4C3=CD=<#^/_=;|Z^EC

M+VI>2U4*RJ4JUKN=4BP L Q?VQWP.'?M#Y#BQ:/5D8/==;6==9=(6)Q2TUU M.16% '\$L\8V&{DH"}5ND-
W5-?L2T=\$NOBM53W7Y_J=).Y.TC"L#12EVCPIY
M>EJ2YGVJY.K35*^38C=AYBL>IFK*V^68L*UU7K53LD_87-Q"VJL=NP:HWK M%Y00=&-?
PZ48C=E^WFX:HJ M<7C'DCR>ZWJSZD.D:*M+R=,
<#1GJ3ZBNJ/+_1^YQEC1UK3[6"3IQ#4F*F.FE&^L5>WMGQ^).=^);68 MT^?
DJUP;JAVMZWPNI"SCPYZ^D0IOH@RR5V70ISO+E'JV=/K_3KLH>MGN[*]G6H4!;:
(=D<\$=3JG))W)0.*%K11BN2IMB;IV\$OL;8'N M_ NBU)"DU?_%,\$ F:OF-W;Z=V4-C&Q87ODCZ^_I-
+XO.IM4<*J;JAZ+)WX MOD1EK/\$YADMGO_)N5D)+>;T.?D[UX9J1^L\GVU> ^N3+0^H3>A>SG4[R7
M8N.B'N.PK.'RI=*/Q3R7D=H\2VICER::YV=BO^ ^..// [XXX] _OCCCS_ ^
M^..// [X] _/B5B2=..5E..JR0.2=#*YP"DFZ1B6*7=WC>6[4XH%"RDVSKV=,;/G\2.
HJBK2IO+GW::D_UX9J1^L\ILLZ-H&[C]+JAB7 M:'U.K;T+U<^G>"_%AK5A>SSC8%\@/#)
&5/HQV*>RTAQGB6EL4L3[25VCW)O MPQI _/'W_ H
<[UP]P.XKU\H8H&8A3+HI9J697V7Y9W%"=L<4./U2=D/CU(FYYC-U6J29E M^_
#8IL6%.U3W57A/*UZ4X!8T=:TZU@DZ<0)NKT?/%DR?\$NRV!^A'XEC_+F
MW.>D_%P;JAUMXGR62/\$5ZZKOP9VJQ*OSRD^YX7LYU.ZEV+DOY[QN#-P.6/N
MOV*>RTAYGB6%L4L3[25ZCW.8PA] _/'W_ H<KBF=MV^R#8GXX?& MMBTNM(3SKZI&QWA?
_%3^=Y%MTI&BK6G/L4C2B7L.I\$)<(MT7L.W.8'Z\$?B6? M\N::UV%IZ'-\$I= @QJR'X^E7LI1M[C&9.S(RAK
MK/U8S'.9J<^SQ#YV::*/LOC7-Z)/ [XXX] _OCCCS_ ^ ^..// [XXX] _H'
M8R*&))U/E)3A4Y(/.EDY>C.S@3K1=!T<:ZS/43W41UQM M<<9*U5\$-ESG&12WV=:3YJF6J6U0/2I&
N4.UIX\$R^SZ@@@UCK"LCJAM4ITMU M7V6+>1\$2<0N#?>KS8M5=,K8OYUD2[O?< ^7\$S\;VJXT!;D?
5=Z3];YA6IA M1'6+MB;J8Y&DD\Z8:%\62+P[OL=>MUBTSO@VM3XGQ>?:4.UHT^=SDA1?,>CG
M:R@I70SFM:@^I Z<%/[*?C_U>BA'I^LEFC_9^5/M M]552[Y<-|<-5OU>=7W51M5STCQ\G&7^=
&JW<7NWA/I/8S%-JE9)164OTJQ(IJH M:~"VJ'XCQ4NDSZG>DE%L6@+7.X^ ^/4BRZ M^Z;J
BE>P\$IAA*6.K/JDZ3M))="N\<\$6 YWH8GFEZND2*!=6[G4;<[H:HKI#B M"R'3"1MP+J&/1=J/Q3R7D?
(2Z[I/R_9LLEZU7;5--235[G*"/ [XXX] _OCC MCS_ ^ ^..// [XXX] _@!50I(. \$"&V&+<3KN(VZ+\$_0D1 M
0\$^0I_ D"&VHW:GK^BL(#P M /4.2#@ !AOQ..B?IS"(1 #U#D@X M 0&;D0_ ^+;)%[ZF 0"JUC_WJ:%W(P
(#1F13:YOW/YW77V-*9 M ""B70 *C6/K6+;V*GY'N@MGC.)B4@>/4C#Y@7H4@-I2%2/&DB+RA/_J5NF5+D
M3J#..6&ZT7CQ93R=J3-.69%; M(H)\$7HU\ /DV\EODC\ C?U>O^R/>109&ER%N1YR./1K9';HAL&DB?
UT4NC6R- M(/5Y)?)IU>|?(P\O5O\ ^>_7_U_LJW:~"J=%6:KA6:S)!Y M.S-R<^3!R(N1JR-?
I>GZIH.1PY%_JM>#U=_GJ\ ^+O!#9\$;DHLK&P8UQ.D4Y> MK'AEY-
I(:Y'O9AS8\$ _T9[4E0)WEI;Y;ES::MYU<JHHLWS_ *!<'XU<7[63>Z3 M:I.+7#Z;!!>Y/;*E)V/U\AMD=Q
MNX&QIN; KD5?IW:*_OI^GO5QSIC%.9\$[JG&WTE#;5ZIS(1=T;"ITWNE+.TJ) M7P\$
(IMY;@7J=_KVBZ;./SY-/7:F:M4_Z<_%#CAR(7%G"<1UND MDW>'R%5;CZ5D)=: !+Q%FV/N3QJ)/@KIY?
YM?2(I6+@H/E+DSS3?Q=IY(6Q>
M0+VC@S%Z79KNE#./N==&9ZL>0%4I#A^6VH<."RT9\G\$=3D),7PFU+TR=)+Z7FJK:Z6KP\MOX,X22H
MFY\BH[?8SOS9/Z=R"Q:6I>E6::^G_ M#>7]#8Z7^P9V+;Q::+LXYUEKE79%31WBL1U.D.[8%;Q;P#7/LW-
5B M.^)Y18LG)&Z6]#;<[7;2CM/L5 !@]=Y_5L3E#<6^3+- MML9R:V1SY)3J=5N-
SHHLE.M2"O?)CIU4H.E MV<@)_ @B%S-SIU0_\$1^=^NODY?N\S'9W=L\Y\Y\?KQ?VEKW^Y\GW//^9YI
M!^?S7!\$ #5NHL;N!:- (A&OJPR&&UQN^VIR@+4>^_I_1^&A&[W/^6IK,ML>
M2(A@/'EI^GJ>U4*.YT8R[Z'7V#B->P/_'KKZS9BQ7A?A6'='OG_EMN9CV=J2
MU;_OY^<)WHONZC@G*7S/Z>=NOBBD8QR\LMQWPF91TG/*P M #L3-)X1>
(Z\$S2@LW1PUI#\$L^I\4ITDE_?TO^_8?8;?&R]6#;&KWHB[VF),4 MOF?L;4'UGY+= \$93RO (- #
WHT2WYF@RQW\ M'Z[I9_GV.[7]JDSFG2\$EV;JR2G216/>4!-I@<[80IVYF>TJH?(HY7D% M
@+W/>R2N,X\$#6JY-XIH?_ ^Q_4W2.UN=HITA"*= MTK5Q36JM,+I
HLDHCGG_HD@G\ SK^D.+Z+;V1.I%EW24 MDQ2^9XR;K3\$B.13HC,9(E7\^V5_YJ]5_*KZ3I'1U9R.I\NDS-
<[I6*KQ?;#)>TBG=3&D_+;<8WK&AMF919L'"F8SJO.%RF,<'CFD^K MVABNVFOK-S-'8WM#
<[E*XQ3?;QA]'G2>_O3%J%(IZLU'IQ^ED)OJE@IWTCT
M7G1M;SE)X7N&L;2\ODW1S2+I%6K483YWL313K/+3/;=\$'F4+P" M P)YY44_<[DIQ*^ I0GK/?J?
4K./@SSZ^\$L&YJMDL'VT2.OLXEMEC(+%I8X)\&&NU2<;ZAL?J'YOR_>Z M4?HR?R&_B;000 M\;
YE;Y.S7^>?-^ MJKB/S+JJO'I/?LWA>"S.JAW0N21^_.* M #>KI/_YH5I4 _HE..O_>22_?
+T^/NS1QW\RF/I\BG1>T%BI<87&B1H# M%H.A5I;H;N-)X4?01BSVR.MJ*?>M(JL=^KBZY74R2>-
RC<<::O;#Z0*K\$3O1;<'SJGT=>I;C'_U'H SKX,5NWX MY"%?!OM.B#OR?UX!
8.I"Z7IVZ\$5YIT4=79ZSVN[I_T#- M/L9H+\$M@S6039&.S^IS;Q.D4[8ZU8G-
HK;8=L)&J"N44ZSSKT<4PBZ\U4 MAKIF.7?W5VND;4=H#!> ^%U&D\$[>?HSM;8T-#M^I-N%
[T2D\4@]>L. M20PELMY\WZ+SE/0*?=A; &4OHP7SH+=)W-YB<97#IS99/%R&G*NZO1 _I\Z/&?UO\$?_ ^I?
LXT,>??PS@W5_D8Y0I%,ZEV0V:XO/K#.QORD_KM% M^S=)?@>I=SCT,36!M3:NNG&X7D?
S>KGCY5L9">%=YWL+.9&M,%%ZE>EMYU3J.KU8_ %I-..FEO*94I;OFMBCA^OR11ZI/*P M #L3-!X1OJ?
&?IQG\W><[J*H_ ^9I7LXSB//A9GL\XHTA&*=\$KG>LWN ML?
C\O1;YK+5H=Y7C&&)=8RIX\& \QB&1K[6E'M?P=8U)[*V.A?O"NR:*V^X ML0INWW+XONGS(O'-
U:.6G\FT/VQO'5ZM#Y#Y)'K\PH M_ ^9\7K_S0LIH?+ #Y\I\9W64QDI' N?6I_-TO_9W;R9 MP7J@2\$S>>^_
+C5P^:9G'%SS'\$L>[RQ'W-8JER-2)=_ R MN<7LIUSJ_."S#Q\QI@US2/YMAW8NB6BNSA;I(J/#_IP?2UNG
^+W MMH\Y+> M?8U6G?Y\$8X\&^\$C6V<<[QW0B>RMCX;ZPOY=OK2N3SM_ JB=+N\%#UE^YY9
M\]>2UNDG;PFL9@R_D-5OVXYC@IT?D.D4>.SRL_ZC_ MJ>M\#I?=?I?*_KY\$1\$+%Y(Y\YH\#)
>Z):W3KWF,84V@'I_ R MR'%1HO,9(H\11G_+><4PZ46PM(+1XN)AJJ0\$&LMI"@QH(TQ2A@21::
(5\$D00U)@+Q M&D7%(\$6^&&I:2@*HR"4-Q\$+HI%+2HV!QO_%L*>G!QIM+8?VM+;2XC/9M\DO
M\N^_S.I\I\U_RI%_8>6;VW3.S)_LB*"MKM1X*R9MZW_08U-EA<=V/_M?
MOFT8I).5#2&&)\QH\WR%4D7M=X0N-FC<4.PP&>L^HJ'=E(G-KE9'JO-K& M=>%&A_&V>6E\&B_ SJT]
IW(UJ(+;JL.D"74IHS;O7(LSS0WTW/L8R[X3H M1QO?5P_46[8UHG-JR9X-
-L(FG=3YWK.O6%QG)N)I.7V8KK'=HIT0ESR&&)^Q51*V M(L5R0K=ZUQ4_7/V?T>??

[illegible]

8N+UGO(GWDX,#>&[_W%Q#EH[0?PW/)^J9SJKA?Z=ZIN\$Z=.G7JU*E3ITZ=.G7JU*E3ITZ=.G7JU*E3ITZ=
M.G7JU*E3ITZ=4ZEK>|>+O4>PFL#.L[KR2=-[S@RI#.B)ISUC/;Y;PIG_R!?M9_TR*_DPV9?
|D/P^|>=VM0G_ZU(QHR:FC_5L1ZY%U0;_"T.XP9_4(9V7KVV;DN/)WTZ[H?]MB>3C9/;
(W);02;Y*K03Q>;NK4J5.G
M3ITZ=>K4J5.G3ITZ=>K4J5.G3ITZ=1K2Z>Z>M^6EWIO4[X&=WY)ORGCL>7K=MY_1_3PR
451M*)^??)L23Y/CB8_E_HWYU<;6.^4>M/S7\G3YL_WDDO)R>2\ M9%>R-IG7H;5/2Q8DZTKJR3?
5IR2<3FXVZZLV!#|+_FR^KBYL9Y+OD_W)UF19
M\H\3"&IDS\$@6EGJXIAI<.9;\6NL;N&_Q^5>KCR4?/U|>;|QYI_O|EY_(R.MKK_Z%+
|D<^*JU+|QX7Z\H^X^>-7G8_-WUYEI^J'G.ZN1=JRL M
!;2=9E7R; '\$A^3"Z6_8/2GUGK87>YINEGK/TT_)M\G.Y*-D|H3|OQG2 M 0 @)8.Z0 \$!+AG0"@M)4.Z T)
(A'0 &C)D X M "T9\$@-'6C*D P "T9T@\$ M ("6#.D! 2X9T H"5#.@ M-"2(1T!HZ=|YG'| #_ ^S;L0D(-#/_|_
M6E=!*&X)=S.L9L;@\$!WUP_!_.!O M3#H 0F70 @.ND! M9-(! "R*0# D4D' M(L_1"8=B\$PZ M\$)ET
(#+|0&32 0 M@.BD P)%)!P_"3SA|+ #_ ^S=.XA<M91C'X3=H(&)BU;I+O%5I5/"&%
|QAT\$(M31&6%A8")(@6&HK7D"Q\$ \$6PT*02 M%1M!;0R*8A'\$N&X\$(5@\$+111@G?C?5C3F)CLF9W-
S'PSSP_6%@RGT4-J6-CN-)WSF&=(! M@-&=F6Y)N|+KZ=.TG+ZK;I S;A.?EX>_VU/=GNA;T8Y.0>&=&!
<)6E'>CY| MEQZLMC;KMW|S@|H40WI+WIEQ76L4_1/|L0SG;?@Y|=|0 M
\$!+7JU^ ^X8GX;T6G6#.*O=WSP8X|D;|=Q1W=|H5AG262;TDWIT?1&.KR* M"|_Q6U|F;_"
N3H7>./YJPTM/-Q>BQM7<#S|+X H;5WU6SL M\$1^|>=K?
W>YJ_2|8VNC2&=:8E;4_/ID_2|VMPL3M^Z\OD7)KVU;D=SG\$M M/_|T1TU00,>0COL"@-
ES20^D;J.6='8Z/6U_MEZ6KT|WIB?1..NQ:&_E^@ (|VY_UG3WB+_5|SL'@T3OID?2 M=>G|X?&?
4=V;*>Y/N|C'(P_WFYDG0SIS+&5+M* TO|J7G>U(UU4;0WIS/KQ
M.S^.;GUUKV/K|J#;DZX8X|NVIMWIH_K_5I+|T7_.R.)^OX M?;X_U.3VB-|7_89IWJ|NKNW)?EZ=|/3|
|>P/K9\$AGCAU|0?ZFT=OS.#Z-ZN,<.#=Z"<|;?^_%Z?'T;1G2<5|_&NN MJ>XE#L?
N64MI996ZTQYV|S+2OL=TNBHJU5IK05K\RDSE+*7)SJ2R62LLL^OU'B"E)MQ%()\$P3Z?'=O&W&?
^SW?Y^%|O_=>|NNUO>>&SSWGW/N^3|WC_-Y3DI34M|A M3(XG.R+?CRR/G;|QA-
MJE0H9|+|WR|NLZ|J C;=B+ M.!2AF)JA=4EF;0Y%%INFONP-.B73Z?.\ZT'(N>T_W39|2_
ME.GCJ.&&M_SVDQ?P_XFBG2H>NZ*|*QOC3G M|LS.O-T4|6UO_#\$3)D?N2YUG6W=\$9ASQE-;|O
MRS)|/3+@ZZ9(AZ|KKDC'^M*|N!|I^?6R+61"J|T \$ (#A|^\$T M|MG6I4?|7!-GQ)_J#&WQO<|+|/7O@%?
T4Z-+Y|C=|T&E?9FVF#|G|F12Y M*+(ZK4*H|;|\$U>"SRY/L8 M/|O\$&?'J;FSSC.R?>T?
|+53I\$/C&|3XS0^=#F36YL0A>1_G1+Z46M?H'XY M1;('MR*G-+PWTHH--8SYQY\$Y-7Y.QFM;9%.-M;_"?
R*K(-(|_&&C%'US_6>H"U@4|9PQQLW<4;|ZFY(IW|
MF;YV#OCZ*='A|0UJ;.'3KLR;_*X^0S5D<>CKRFP7'G%#>4=+MMIBB^FMG#
M^9Z9NA=X%6;.-0)K=Z2BT.B1&L=;W\$)S7DV?DZHF1SZ;\A7G\$|T?4JL " M !A;5Z>QSP"N|/+S39P1?
S#3Q|P;W_ ^|3% ^&O#U4Z1#XQO4^T/ MG7Z?69MEQ|EGK*|LC;RQH7%7|=2UZ_HX7Q_L*3?
32.R=O|3%-/LZ<%X_Y5; MQ3^I@>?G"R)W-K &3T8N|M@% " @7-ZY(G4>?
9O6V1JE|2XG;>4WK|_#PY|D"#.U!<>?DZCUX M 8*>DSC_AU+Y'^=NXHSX6S-JW%#C'*S-|+5TP=0D0Z-
;U#C-S|T MNJ;"^BP?TL_8.Y%|(M='WA=9'#DK;CMR8N0YD5;C+X^|7)=JEZL-O4O2JX
MKKU1Q;34NIVD6QMG|V"N%Z3R(|A|(|VQ1CNK|J#?_LBMD7='7AEY?F1*^|+^+M(N^N)W!8YT.7U_-?P^?
G"IR6@W|S(KL M+>EG>WLL@TR1#HUO4;W/W1:5&%|D;N3;W"@D'_C/TSM;I8B^OF9DRPK?;B
M&R0;RT=|O#>J6E_2QA=Z->K2_I-T)K|YD*?PH|M**|9V9QJY|^|7S M&SFAQC;O2JU;4+K-QS|BTWNX-
ZJZN*2-A|M?;HRJ=UFM_|>_)K=WK*%Z&L MG&#;GTS-%.ELCRL?@\$ _"O?I#&/N.W MK;|KFSHC7IQ?
Q2O3UYHTL3.SQ24&7^T76>J|SONKRC2H2|;U/C_#YTN2;_K M"BBN|JE;|OT;FWAG\$77VRW|
X5Z7RBI+W'(V?6N;71)XMZ>JRCU M !HW\$E|H#_X?2"UBE>J;J;_ \$LBO|OT6?R;|TV1%9'S(|BSXN<
MD%J%|J^?-"CE;^8H|LT/4Z*2G2H<|;U/C-#_ ^ON;UB8Y|XH<|1*7Y|?|?M MK&S_@|LQ-
S8|W/S^+YNZB|M|J1@W7X=DE_MWO| @0..Z M_>V->-
HHQ|GQ*='KD^M8IS#|4K1|M=2/>=OFZ1(A|YO4./OT_S|)%P__L MW5NL7%49_."%;%;A6E->422VIL>9
8BYJ;_ |CZX.V;(PMBJ'1FNA#ZR7< MU1?2&HY)&DE\$41&E;%HRGU01LTB+ %M&HOA;_:V>V#|%;
MVGMEHJ9?>;|DC|AY.O_KUG_6GOZL/|9(80GPU.#R;_@QAWAF?5|O;_!^%*
MU|=T;KZ<^&QO&2)O;L|Z|M;_5|H|KKVG<'<|Z?3.#>H;9L?GFI3C;="GF;=(AZ*<7F;>2V;MDTL2G^<3F?
9&QSZ8R+6S@3GX?B+_!Z;D=@LK_C%W<<-C7Y/A^;DSD6M|QCK| M*"?M1Z|
_J)%\$|Z^T/T|WUO|S#4)9|1?F-SC#^P<|V%|>^ M+|;2EM=6DPX3MT&G>?
SFAZ=;%./Z&A^*9IUI1X0TOFXV6)SW%IKW1KQ?& MF.F1ZWb_X88Y^(R1|?<_ ^6HZ%V;Q.Y'@W-
YX5^?|1X#J9'^-(CSR'8IR;ML0Y7)3|/QSUR_0_8"0^|J?Y;MG@%SC/B/^JA@WQG@D#'^N^9\$R
MUZH6UU;3#A.U0;=|_.'7A;\$>\$^_ ^T+O)HUAXHD8GPJ3_U;=%R0^PP.9|L8@
M|D|DYSK\$.#^4R'O7%-7NFD2N'9G&?UN#Z^2BD*?9K(|7)>|L;8|_ M R&YUC-GPS'-|AV;|O.M;_S|
MMW;W)G)=F6GL5S>X3JY(Y/E8YAH2|S|UQZO-D-6IH7/^M|LY MOBL&S#GJ;^+ %6>-M;4Z\$?
TZ_X_B'MO#Y)|O|E;9*&8'HTU)?V613CPA@? M#9VWB!1?W+-#?)G=F&F<2V\O?
Q2OC/&KV+LBW\$POK\$P?+|H4Q|8|!_?|Q(CMY%PYO;|S\$OF*>YV2<8U-6NU^DIP M);|5T7#2|OS?V*;
L;_ \$6!7CS/+/!>5_M%_|O;_DW=9H|BVO;P-;HQM@QJ_ ^2&?A3'6QOATC#VA_Z;)|S8TC|*YX|H8
MOP_Y.V5G;NV-0=V0R+E|@'R?3.3|0H8U_-FU^TLBUX|>VIE@^ODYXD|1V+|
MMXS#91PIXV@9Q|J8*>/Q.HZ7<.*V3*>"/4;J?|CT0D_#90#)T MSOD|_?Q>
<<90H|Y1W5&O/A|^5TU|G=SC&5|Y#TWQC=JY-T5|OZH?5.TZ3"6 M#6K|YH?1*KI;_ ^KQO=
|KL|H0|QO<>B|D;?N_9J*"MC4*|Y/QKC&?UD;OX MV|E|EW0X%|H0^T.)O(LS;2'SFIP_/M&/+?|O|(2_%
|QEIP' M0_?S>U|9.O>HSHAOK|A|8/DEPZ1_|+0^1'SU#VVM;#6FG08RP8U?O/#>"R/
M<5^H=V#_ ^@'OL3|&8V\$|308Y|L8P|B;R7MA'GHL2>?8VN#|4KN91)Z%F?;_ M|_|HFHS&'0
\$#SK@O=S^T=";_|L'X(HSD;6/QX_6SB'L7;@-|1 MP'TV5GR68@P73'BM-
>DP|@UJ;_.'9H7X|UUL.A&|/S+VE_)M6X-|KGUQ M;2+OU_K(|=|
MO+R!_*X&_B|BGM|KL'YNJ'B7O=;>+TUZ3#R#6K|YH?Q.RG&G376Q;5|Y-P0
MZC4|/|KC|AA7Q7A;Z'36OC1TNH'?\$SJO|QMT'>?8&|X)_1N*/EWC_4U5Z#XY|FG0 !@6MP?

NI_9VQTZ9WJ ME?MLX/*0_H'UPS':.'''^%ID4?IK(O;'&J919Y-\$,"8-HC'%9GVR LH&Q|_D>=|CR4
"84YZ<|*AR=|7U|HP M9Y=5W/.N%M0[N1#P-"DH|,3>|JUL2>&CE>%,/Q1(Y-#8YW66A?D|["T/O-
M*2=B+\$EE&FOK&UP_!Y%GGL00 M!S2MN;=/Y4B<7 AX FG34E|GIG(HU|<|..38GKM_=M|A7A?
8UZ11V)/)_. "=1Q+7W=K N-I:NI|17IEIKUS=X/AWCF\ M P'BTO4GG0,7U|V>8LQ=7W'_"^J=7 AX
&C245_FIN=6K(GC-7*D&B;> MW_!X-X=V-NFL2>3_7>*Z|T/>-!TM7;7)O+LR+17;FMP_)D)Y-GEL00 M
!S2MN;=\$Y47'IRACD)0Q_QGG<|4XN!#P-.FH+|7^!P__LW7NH
M9E49Q_'EK6E&FOQ'34W%2V9.68*596!\$5C99293-A*9\$=%5004C,*_4@FM
M_LB8TQ&&A46:3F40H3%Y=XHN!48>"UKQIP9'6?4GL5^!IDYL_8^|HG|G;W M?+|P+?
SOM^UWOVLM<|YL)^S4NH?R+/%(^*^@>./A?|>[N!#:@|M"7M=#W^;L^
MF#2'UZR)1QLXUA3>OZ#%N>X469WZV:23N:0PQD53O/(BPNLO:FE.?:W=_,CFM@NO\$EO?)>UJ^?
QY8XSK5K0D @_'0IR:=QVK>_YH.KMFB MFC\$?Z4&|BPL!;@":=-07PV1QS9JXHX%C4^JW-*
<^U^|V@NNJEO?)M1W_,IZ"Z_Y4-38! M #4T?4SXG?
7^-\$_KX#.=63/FG3VH1|/%0L\$SUZ:@OALFRFC5Q10/"^L+I#VOQ MKK>D?C?
I9%:E9J>_O"N5&SC:HL^U^WS!E4_9::N1Z9C(LQW_,YP:WP?=G@_M 0_.Z?
D:|ZAK_|@X^TS4U8U|5@WH4"P4:5)..^J);HP< M/.\$Q|XFLJ5D3GVC@>:.#P_E-
:FNOBU_YQ>^/LC38YN^\$/%<57G=6B_/I<^WV MCCQ5/VFA:GGTVQ^V|V|XIL*/A61Q:Z-0(@|JZ?D:|
MLS7^=9%|6_P|Z3R.Z(YG^E!|8J%@@@VJ24=|T7UMC>HAR-S)S3F=37K(9I&
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<^EZ|?/K4AAKON6.ZSY &W,>= M?SXH^XTJ^LC|S|Y|P4N:T|W-^?GY^?GY^?GY^?GY^?GY^?GY^?
GY^?GY^ M?GY^?GY^?GY^?GY^?GY^?H<4;+|K=\$?-&1%/M+".&U*/8J%@@@VK2&<:U MU*33K|6:3R Y+
|)WB^LB/P@-6LZ>&M#Y MK/ ^DZMBYZ9)/C+DG==|HD2:| M#I<6QOIEY;"UY>T|)BHR.Z1G2-
|1!9%/A|Y<613 MVO:)-EVM DVL;SG|9Y%5CCO&2R/LBR|>Q_OP2Q|/S|/S|/S|/S|/S|/
MS|/S|/S|/S|/S|/S|/S|C^H?)*Y1N:RSM3LF= K4O5'TYMR9.2' M#=#WY%)V=>E*/8J\$PW
W7=7:D^4_B9C?T^MJK4S^H?WODDE1UFAX7V3|MW7"0 M_YV;\$*'7Z 6LIEE|S3&^%MDSVG_YR&
|KM2U<3QQE2=\$)0;+/9*59-\$/M7E ML@CA?JV|D88?S?VGDMH9SR4U< M=TG*H#"0:D;?
^!^Q=G7>2U:/!L5_8|H:3I*)1Y..O;IEL MI6AN#T0:.G"MNKC^79"/V5L|C<^_.G5|-%^?:|2>E|J-
M/&V0.|2OP!OM:NQ>S=^0G+UN:7VY| M|>RZ1KM'OIZZ>>8Y..?
Q)_7XWH4"X7A:CA-.HT-.G.7G:+G##ZYG5/JDZ| MF&G-GDU5\$|*YJ3H9I"MRL|\$9D3^-.
<CIR_.1WT>N'WU07/NPMS7|A_!>.|NMJ_|S| M^7-??"E 9\$X/?|GY^?GY^?GY^?GY^?GY^?GY^?GY^?
GY^?GY^?GY^?GY^?GY^?G MY^?GY_>|>R|1@LB9Z?J>>>9/NN<'6=%|AQ_/8J% @|L?UX6>4OD4Y'+(K=&
M|D_5,6|_B6Q.5?/|^LACJ6JRR">)Y!S|D/^)XX29531+_COPU?HZT?;|7H-?FU'QV|=PAHT@\$ S%;^!P
__LW3%+E6\$<MQN&G3&J|Q0_@8\$Y!6'OA9|@JP<5%1)#:6@1'1S>;|=H=)>F=E'(P^#+W@(GW-
*/9*OUP6_23G#?WJ&^Q9.B|UD=,NB6G!@_*#"2<.;V#9E#|2M/.# M \$/1CH 0&L>-(/H:WKNQ #T8:0#-
QYXVDA:93S M7|VY|C#G(*VE":<% X"9Z0 K?(HO4PS:26M|WT,^VGXW22 M?J>CM)>^IR_I8WK;?8_
LC'0 +@F(QT MN#?. __LVR\$. "0!#'^_VDP6!|,<&URZMSZ&0,^&N M.SZFC0_!*"I,"12< M BD0X!\$(AT
"(1#H M 0B70 @\$ND!)-(! M "2*0# D4@'(I\$. M 1"(= B\$0Z \$(ET M (!+I "6@/_|UJ|W5&0?
PI8E6K8JFBFE-C* H2(6C/MBF-5;0 M(FHQU(j1U-0'7|2EA&*4J0MOK0-EMAZB=BH#UZ*DAC;AP0T>
V*MT04HR&H M3:6M;8W&U%NBIM|T=D%.LO?;/F906>?WP_*=.DG|_V|9LTZ^V%|62D! M
P/_L|*3K"SN-\$0 PH"HNPL UG@ (|A|S D'!C:R@V M<-8XP\$-I'DPZ,D"F1DR*71VZ)/!+9%-
D:V1'9WOG_OT2>C-P5 M6129\$|G7|_%#^7%|FX:SP--.V7|VTR,_BZR(K(|_*):Y)/ (MNY'-D42FQ6Y./*
|R#;I;^1HTZ:YMK_*DR+S(|L;-H M|9Q@_A.Y.W*FQZ)1;_2X)P_46'=>B3EQ?
HWU5>H^|H0;*|NY_Q*)M/_UJR MMT0V1AZ+W|Y|>2TR'ZF'6"-|P " UK@SE=L_V(1C(C>DO"&GW_V-
MGT561^=L\$#@#O?SCLUD0>3CE'84|*|SD;| M,HVXH=|R#;2|UU3W:4EYL&2FF|C6SK4?=VTX)D
W<_XU%5WH_<'SDOLI^NS B9M2=7O:'XE|M>7W1H|")L1N3#RVIA3 MD8|KF|3>_V"='+DY|=F).?
WDGLC|J5;:#@'HS55/>5\$O= ?4VUOU9O=X|M0;*'NY_QJ'/9&O\$=TQ"PQ@_P-
Y,|&OP>^M,C;Z;J|S|^%+FL MQ?='D|X(JV/3K0<_>O>T')LBQWJ<:G-4P?@OK*F|)%3^Z+Al-
=2_NJ#N3-" M9_W/_S_V_6/!T!*"SQ P-&Y,@|H#G_VC_#M207L8?|72^Z)_ M9X1HTM&D4U7>BASOD:K-
:SW&?F4-J>;U<>_GUE!_=>K=%_9%ZYWQ:;#;/IGH: M|@!KO#4> #Z|V4_TA|IQ#?D\$WL-\$||L6WB--.B-,D|
|D;=)Y M+G|Y'N1\$U.^N7J2R\$&1HR-G1X>>;J|V:-)%_R6-5B68|QWQ+9N^|)Z2_NX
M|T|J|KCTULJU'03^8#I18|XO^UG;^3T"8(T'(#|V"_R:AKL'OK3 M(MM+UET3^7%D+#
(|LF_GOV.=/U|3|CK?=>E|TJ0SPHHFZR>1=2D_|NKBR.S4 MKB:=87_38|)=@+)+59%9?
5YS3N2)D@O<_1ZK6EQ2..YC%=?:T_.BUP0^4WJ?9+7^/S:M 2L|0_#9
M/K|Q^VW>3LWMH3|DLKE\$O>SGUA5<;VMD1HONDR:=\$39^3#R MB|A9*3|5I>CO#%.33MO>?Q-
CDN7)R+F1O2:@NE,BUZ5RF|3|/A&A5:D;F" ^L ML-
8176IDH|N|M9L_SXZBFU9A_44%G_5(TX\$2Z|GOJ&Y,LL.ZYL;TKPCD_)"+|?MM+DO-
L&_H42M/T6^T.=ULQ_"EQPW>4M
MNE>:=\$98MN'VWLB/(B>EO!&C|(08ADUS;7_-=3ZP65Z.G%WO|_L8:/>:1J
ML.G'F*^LL,Y%76JLCMS7Y:6Y%=9?U>-S:C0-*+F>&X_JQ^30R\$.EZBPS-0%K M/_&J?R MIU|TV:U-
^T\$.3>^AG1:87U'FHAUXG^AG7%%S_6RVY M7YITZ'K?VIAL:C(TZ:P3N2*5:UJ:B'M*C.-
Q'17*W=9CO+>D_+2+*MS2I4:6 MH/7#+|MJ:CVU)2?B-7M<|YJ&E|R/3<>|8S)P9&7"N|'SG_12L|0 M
T|AKTZ|H_9\$3NR|WL0>P|4%-.9&9NYAC;ZU^G5|-0&FG3H>M|UZ0R?
M%9\$OUUSCR)1OPNXUCC_QJ%1N?L&8CU549T.7Z|_N_*+>W6OK*ZH:L%GG<: M4'(L-
Q|UC&X|ZQ^3Q@EJ+34_&@| M +7+FE.>2KONL=D<^>+G?J|N/8:S"Z|_4>2PBC|S89WK=:OU^Q:<=
TTZ=+WO MFG0FKPL*OO%E0U2+C3W&?&4%U|H%1_JMC+5=W+&JAZ?T.#XYPU1%T:619Y
M(O)FY+W(I^.^+%0A:W|*3B:Y)G?)Y)G(WR/_.04^B/PSLBZR/7=OL|7ZH& M;4KDZRD_>NNR-K(7U-
^C&|V1.*|>^*?J4SAZZ/+(@9F3M*_<^V\$OTD+LX5Z)6XB.)
MKR3J)-9*?"SOLL0LB4LECI!HKHJGL|0Y\$C.E%D|*|&UQ\$.)SR3>EKA/8H1\$ MES++VE'B:(E|S|I
(K)18(|\$L:KME\$G.E1DIT;Z3VZ" Q6.(ZB< M8DAW|J>"R0F2PR2.*?@2K?

5B?^S1&>)9R7>D5@EL2Y^I00S18'\$"Q)_E1@E MT5=BFQSJJYTA \$2&J)K; 8V^~QW*NR:G-&6_+;|W_<#
MAK(^5=;:PB)+;:'<62E6GT_4^E>&fUO:10N:*(CIAC;7BY7+770^+2'WV"TT^
M,RSA,U/*+;%LO^%UCN+HGL=[*<=+S)?8I#17K"_S2@|2T:;+HU0YEE0J|>/^/ M\$KLVP<-
XH,0M\$JHDK+N.5R3&QW-)B/G1-,S9=UZ2=P=SV&N96V.R^J5TH/<7^(A%6W\$
M2=NO^KX>E#C60SV6&LHY/8=V,-_0_I(^9D)""4Q46*1BC9D99W#J1^Q-TCT M:.*0Y#0
(12>TEHH9>7S.GQ&=#KS&1SY)_A.=fO127K^" MJQV;=) #K
*7^E6\$'2SMNI(F"&)&I)HYEYG_#X45UL/*W8'A+AUGN173/XWU+ M>I'^@RK= N4-&>I3+ZA_1&52&-
TPOI68(%&3P_..GGZIG/-:1J.IWIOPI.#^ M+<>Y17QFVA PI K2;WM8ROHRX'U6PAARI02I+M4;C3:747_12%
fF4!1/2,QIHATJ_BOW7HC3Y_ M4M&IHWG.:0 \$"UTS_::^Z3:>FV-WK33M<3G0ZIQ?,F2_TC/
MIJW^4L;R)!>|-ND@UP%*_2M#:TLIKJ6)@MC%TNY#R1C=*2'G.HE66WQ.GWCS
MI2HTD(YBW1'6>ZMD^?Q7DIO.EJILBV,3T.25.4M1C=I*3%9 MI3OE(TN\$Z-
JRC%7VC2CJ_3I5J/RWZA926/(H1^Z2ISNL?ZWQWITE;*GQ%L>
MRIHV0/^."-2W>F/IQ1GKI#P:C(1XQT#CN>.*GF#X*;X^X"ON<% 'K%#19MN1 MYC0
"@VEVH2J^M&9WP^=IK#%=9IG?S?/-+=>4I7_#^8Y.. MI%ZK\EGDI:M_LI^T:8IS'&I"S8WY/E^
M:V:I.YWG\BIM#-GZ0:1#0YQJ+#+>4^XGEN15?2QR7TYP&_5+;J5.D?W-?K M;:=N";T&L.UEOSM/+!=>V5?
QIBBP'W()AWD.D"12V488&G'IVBB8&XVM/MJ M%2UXSF):0LXK2GOV=;)GIV0L.^ETGOJX*6W2%H?
M4IC'TI/63>+!=.ONLW^STB?S\$+'D?DOYW1%=:>^W+I:R_NYBW2EC2%3 NU5 M=&I/J/H?
OT4IJOHA)-0&S*Z>NC?&3GV1?0.I3O+D*VX'A^T5#N\$.IS@|_0 MI_ (13Z0" JM% M*JY_I A^I'.T7.).B?
=5.32IZ(U:"RUY%.:1J_-W6U1+6:JZ*J=2QY_IJYV& M<72'BDXUVR^NOIY_?9K5X1+C))8YU'U92-
+M#_..SZK@>^GW2*VXC?8J|B2M5=\$K+;O'4M1V>FZ9(+!<=>PE'74<_1:0IYI XSE
MGLJ"::&P_..X7D4GY=TH2N)?A+IQ&VZ??SIZ&=P;XF3X09WW2SWJDK^~8I& MG..! " IN!L57I-
S4S+=:'7&'ZKBG62CHZS"MR(-):!K@.4 M^A=?:XF/+>TX@&8'IK.EI8=FR-E1)2_B+;486">_5J57BC?
(4/Y(Y5Y)W. M@<9IP_B+BA8H^V(I:(N_E*?T7XJ<.ZIH0;KM6;I'RJBW/HWT28?VTIMM?J&R M+
<8^4\$6+OMI7Q=BDLZ?S\$VY:<=%4ZS\$_IH7VZRY/Y\$190_FCO.6^>I:+.3*>=& MB4-3UG6F(=15<;R1\$-
Y.VX'G7;W!Q_1JLN8IT.D7C8X;D8&7A. P M *J1_N'T3I76ZVGT0JG6VH9>8VA;N17-I*;<;"GS
U7ZE")7>I'Y1Y8RSLB8>X1#FTV5:...AG::)G|^%GOLWC0,= MVO*6N*ZWR*+E/-@DUI#+G./?
H/HSX9EJDR:M/P6KXJP1ZP\MA&2RUY%ZMLIQEUB=;IMP01S/QQARK9;HYG%L-8MS)H5W=
(:57D)SGL.UH=<8OFI) MWI=S6QSE<\$IS"IR7;-):!K@.4^A>;_N7U#RUM>!W-%-Q40_NO5FZG#KCDFV"X
M9FS"-5-2EJT72GJIN)_K XYW?HDAP\$YCY-E*CH1J5Q=E?E4J|=5^HTENRG| M'2_ K8#YW-4)\$FLN:
I@_..Q5FYG*T:>|=*OB,>0Z1^@-K3W+J/MY;X92+17 MJBFCK 7*O-&H993G2XHP|P/-
!7Z1_1+K:5Y1KFM*PJQOM"V MIFVXY_9P^4'Z1PO^ROW33JGEEE6 M;TO^~*^&\$NL-Y;RITFUXF6#(-
U4Z1^~WBC1RS%Z#6&DRSY|_?)<O<fW%-M@?N433K(M=8!2_+^+2QX+5J:9QXD2EZZC.OUX_-
&6N(Q)>W-L9KFNEH DU9I4(1Z)"B_) * M?)'AX#C?;E\$&1JHJOE4Q5N87XIMQK*FY/R63
M:E|DT:)"YG;T98QI#<*M_)3W|_1HY;Y5#.T54IAESf8K;G>K_J4-8L3V69CB+|=8H\MI.8?N^Q7Z^R
ME'5X3Y>#CS>AP?HEI;.. MY3T=Z%G82R6?!"* _A+AN1#)MF+YBf9 /;M5CR'7OCC24fVOIG?
5*2WF&^MXHVYEP3MXG+EJFE19?L M:AY#+GVQU&=S[24I7).93WGF*.9Q">&)<Z-?
QAO)6Q75R=9\$AUSP/=9VO M_)Q6E+=!AGJ/RW&1P_)H:00DG:0W?R2ESY:&&?HZEC;fE M=B^SC#WB/"
fK&KJ<-^R20>Y#U#J7RPW.;3;&)HI=X,M?+=;4_2B3PNB|*/ M3fAVB6/9AUCN84#_1?YX@#ZID5B;4)
f>C-0JX/PJ>%=>_!P?6>)S88<1U?8 M2-Y0>Q6=PF*Z1C^WNS;AJW/(6.+ABW.ECR'7OICLLRWG3,T=N0
M0H_70/TZIZ6-CH@12YIU.IZ%6;C9^"8XT)#CD4^W:QH=SS4^9Z ML;SW;DAAKP/%'SN:6^H^_YS/\$_!
4I1716MI&ZZ=^4;B M>QGRY;&7JG7^Q0EEZ'U3)E;OTCW1-5NO6-FPOX#E/H7P^""\$R7W+
MT*>PM*6I<KRKQYRB9I8T9MBCHfEY;CH;U#QOJOSCP>#1U0^_,I0W-O"S MT-
U0JHL.UUJMNfIN"IS/Z^TOL=+RV;L2?FKQ>;SJI?7)0Z;_82MT7/3W6 M>0= _9?T7 #__^S=#:R751W
1+=1%Y JEP46NA"LS'S#Y\$61TF4%ELX;B?1H M:RQMU(8CPEZ=_G^<1SW/X?S;::Q/O>f=SN1_1#Q-"8\$;LE
MG7E*?,DG)\JCC"5)JKKZO"U#G80\$ M ";;TFJ7^WIEO=+;PU+;GIS+31Q*T=Y2\$V-
2UOEAJ>W/MQ@I*OP&#OO M.QNEFE-1\$Y3^E^L*\$_IJJVJ-B<fI;"C,=C2GL3
S1+)RAM;TQ1_G=*^>D1KN?6QSWf(U13;0T MR?LYKUAK8F2@SQ#S'\$HI%H-Rf'+IZU3"FPKC6>5|C<"-
NI2KL+&ZRKMxEM M2GWC=;-_YROUY;.. "WA03C4QR<2=)AXWL229XSN2/U
/95PO=@9W:RSR#WTHINZ_45V?I(23=QBxD(3f5+;+16> M_/N6Y.>N?4RO>_K?
4>.\$Q)DD'I4U0^E1.FVYXVW.?U1L8PJfJW36><1KN*>JZ M.7VZ@3Y)MHLDK|HD^R^OHJZ
MKME4X7\$F20>E35#Z7fP1XCfY8H.)#W"K*J%-J WF;Y2R)SO*VHWK_1KHPTF2 MV_1>fY>+!
J7UNfD9IEXB>Q-RC@;KLM;f+ M.;&)YM H KL*3GV2_+KI9EY*&/=1>^A MM_MT7Y
P>Y+LEWF/-7&NYIK5%1YKDG10Z@2E_14YS11616<4GLTTf)0.9;P6 M*4E.6
&.Q0ZJ98)fE:=NEE!T4Z7KNBDF1 MG^NRIZX.E-H)7%-;S!2_J6HV%DI^f)L:\$(?
2CD61XUZUM08HY0<&G!OMDM1 M2>_J5.K11 /UC%7JZ.NF8fKK=|TC;C_Z" ^1f"/HDWP;f+
M*7M1LNY*VOBVfF\GUfIGZP)!SUUAP<*FWMB;DM:9UI#3@W6I5V#W2SSFfI
M=3f20#V/*O7_..8#7>46RV-GWf3;AZ'->A03YJ@+f>P@'A22=JfSG.SP_?17\$*;R?4f/K MPEY/_5..?
Z5M?;0L_7(DG'_NID2GSYCXf^*>KHfUQ;KPY;fODY?8;4Cf? MJH3\$7YNXS<2U)BXQf7ZI??N&?0?
T*N\$YfY=U-).7fY> MF1=-M.102fE|Z.U^J6E2Vf_9Z/ZfY2:NJU/GG9YRMU=XO\$G20;4F;+fW/V^G
MBGfSNSTBf4_1^f753_2-f3fJE+&GB-3;7&S_7W>..PVM3ZFfNK<_VMHF^8/K&
M^1Z"EL30K^+fT2ZEfX;B7_..MVO;JYfYf.X-Y/Zf*AYT;_Q:(O33>STC-OC)Bf-V\$Z+D*0# M
9.7;4WM^P/K+Vf-C3PV;N(Q\$R^;V"RU_8-V/f3=TF76 MQ#;FOBWNPPJLISV?;7P\$XZT.%)H_2f)TfV%
(E.S_UXRF.XH1J6*V.XHfU MUSJN796A#ZLD_@?GNM>DWQ. MJVB6fJLL3QN+fG@.E;7VQ-
36%J7fF0"XRREW&L%XJP1"6_!(MTHf+f4G%=UR83=_9P2;?A7N5<=QNHL=1UfU7#LW0Qf
<=GfUEO1B4^3FW0.E;7V MQ-36;J7fZ(#C.49f=V6&>NfV;Zf3GfH\$/X5L4')-O;)D/N)4SWU3 MCO=Wf)"D_P
&1%DDYCAGCZNR&2158?1+ D*03C_XF5GCN
M@TWL&GC'HW/>;SZf;H7fNE)V7HPV<==78<==TH3U1_6=1f#^\$9f;UO5OP9 M6J#T?
7J\$Z_f1VDPLf5S_NM1.V^#H/<13SOK3+0VX1PJ^VJ)f;UGf9BDD;-- M5=I=f+^N^4K=;Y5RMRKE?AGX;
f^8_Vf6\$C2_0+(B2;'*L/ E@_2*)PWM-O.RYf_4DU\$ZM&-;Y';(XLf93;.. M.)?W-

[illegible]

NREB8+P+"G0-5Q'VZ>VO9M6X;HDK&"<:)TKIMD9X'QWQ>U>Q'A4 MM?<:,
D)REFX;EJEBJ*3)G0<^C?JNQ_3YM_-9SO/W*MB!+W(44Z*/0!Y?S+S?
WJ>)^E3TR=2C,%L=YS\Z0!;6!%^F+5MS\$9K?4W\<"MCC6CE(T!S\JHT3F5MF^8!|=;;RACOIK_-=TR>
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(^!\$@'A3Z@G'^Y M?<73?@_31\$&_5@ZEM+M\JL8ZOZ;6!5#9D>'9=&SRGW*%<_MEPK
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\$SYHHWG*^E(LM*BK).H^!%4NN>L^SW:K*%99N3;FN+WL^?VW*9\H0AN2/E>M\UC !;BJHS6@>_T7
#_<S=>XQ5Q1W\5G9@BRP@AC @J*TV41JM+98,-17
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L%Y+;\$+NTMG>D!#R+V_F7O.S+GGG/O)~+! Q-W?S:S.G3EGDYE\ ME ((?
{HHX#9:~+#!GL'+)%)4MR7_<JU&.\$PIBLR?!\TKUMWG M14%^A)Z@!#^!J\CGU"HW2,H4Q!3+%;E\K!
C;+6/OBQXL)E:1Q@=M^G8 M8\GJ5,"UYH-CZ-0QWC'W25'?;FG4'NG6*;C>,_WF*TZ\ M=QB8XA,7--TO&X
M0~7!^!_S*MIPIC;9\#9\OM#=>P2U7&R8\X).AZ+<2WJ;X&*&*T=*DC\Z:8?SO;KNA
M\H\OM>0_R7;MDCB;7&&KR6'=)#!*7_V6_-+BY1H8V+E>IF3C\>2*F"N=KR MN?
UI0<<IW3+N=W20_ ^F)2\4SI4XVV%_!F^EAS20:H3E\I7UB!5.F7Y<1U7Z?BE MLF_*W*WCLY0NJ/LLU^"Z
H\90%7@76'_10QVD;{YNTU\PGM_\$/'@!KC8F\ M.LY*T'^>SX7J=D'^!
*>I_9'1JTIOK\B+V3KZA?',#7Q_S"/SK0_IPIA<\UNM
M0H\H'N:_.3BS06CC/(U.5\H9X.J_D!0GM<*UHGJW*_"?N/\$MU380SIYOZ! M Y@OAR^U)>5ZY\?T*08?
^240^ZSW7XP;^?T^P\>30SI(M=8+2_VS4P35>T-"M ANI>4Z7%S_2\2QKM%E5Y3YX09A~KM#
<\T!S\JH>^MS\2T<0ZU+QO?R^&<6"*_9W7@^T(>7;_D-V8GRR8_.U;W_!\$L9\>8_V?R*TMS+
^%OEJ=^_.C8+I=Q;
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8WSWW^RJAK9>H_1&O=AR5X\DO4QC;-P/>%_+F>7_195_%G)V>.CS-4+^M)SSD?U+(?
W4=KM.L\$^Y_-/<*^2\PW/>+CRK%^&^!@ @/ID M#N&L5^7WH\$R0.E<:>^A76MKXCTK^8H)Q41Z7?
>_O9_C:Z+!X_/V1\E.82SS8^;JBI!SEXZA"?MM#K\J#""1D9' M.2H=0JWVT&T1U@K6"3?3A%R;=
SPW'>3;S//%_#_="\$5_MWW_R:(Q<:>RAO\BAG3_H:(R9W_S>TZJZEU-D%8=TD/H\$I?^UKT,UL57'EY@:
M0?5;KD%#AC\?U?)E81SF59K'QWD'N.AH_3LA_-8*!UPEY?QLC7Q'6"M8)-XN\$ M7!%ZO^O>*8
U%0=?;K12Q9.C)\$OC3WT9C_S&H>VS%ZY M@57F-E_ (^XB\J;OIR?X:O+X=TD/H\$I?
^UTZQCO(XS=5RC8YDJ?=.XRT*V1/D_ M+((2VYMT\J8\3T(>TKE1R/-P'6>(+3JBL<:3@PP;WV<
JZ'VE\6@/6@TM@V M\HSW>?*5"[C\YZ'N;D']-@KRO"GEGQ,A7A+6"= <+@-T*NA8'Z?C//M%
*ASYD#*6E5^!F_-7.FM8?^7&5_-<'J\!<:0#FHR0>E_=@Q5I0;[6QS\JP#E"F*;I>[#4IXG(0_I+!RS Q<
MYR%"V^!ZK.\$8S_UN!%3_>JCH3640'KW7\1<=Z'=NC\!^A/L M1\YGOY?ZFFU4ZYNDX
M7<3IV1;\$[BCU1\VB.XJ>*9%L3^*WBCZHNA7;IN>W_=8
MPX\$IKVW4_F"2M2;\$^0\5VM_)_.50YH^;S4(W_4P MAON\$_'&R'>7D.^'?M8A+6"= <+-.A7N4%HE\$WFF 0\W\ MA"KM32EWH&5J@KQ\H\$W>_7^J;+NA3)\<;ZQ_.RF#%JG#NF@9A.4_F?/43I6
M6&IH-C=^E%)Y\5=+S<I(>9Z\$/*2S7H7?H\PG>CW6_.VUC=H?C;.4YNQH'3^N M!*<
<.FK\&;JEQNB\NM(8\O74SO>%-K;HY>!)@OYWXKNP\7;?>^C-
M\JS5*LS^&_/0%NZVJ\7#TL^IGN%KS2\$=U'2"TO_L&:1CC:6.[93]*JL;C*85 M.%YM5\G<4'O-8TW2O@;4_F
TI# ?VG1LS4&=:OV9\6VZ90R3/+5SFJ6=-@JM MK\7R?Z:.*U"GK4)^E>\$M8)UPDV/D&=8H-
H.D0ESUV_RV=G\XTKA?Z_Z;DM MZ>UFCWO(?XN0_V=5Y\FYD&=1@OX58;U@G7 C\7-H/H,X)D" M
=2OY7Z663K>5LGAW#RC8\A>=>8?OX7&;\>'!9B8H M_<^69RVUG\$.O)EOJ?72_LVK\5!\$=_7@-
JGL;/=AS+)AT\Z\A\QZ4Z)NLX M695.N1^M2\^KK;7X\GOO*CO\#_A9\;NU9HJU*0 @GA"
#_JZP>11G\3D%+=)*Y18RJF7>B\$BAX3X\OC0%E% G\$;_*J1 MAGH)-2V MB-%_<(+2-
68\$+FUIB")D:L(HM6FAHB\2(QN""@8*2&J;0^U5Y_) +O'8 MG//;L.LOCN\WT_R)"2<IS>SL^_.NV\SIZXQ
(^&6BIU9)1;M)\47(^<(HY\7FJAUI\^G)T/24U=Y3.FQRO6\;@SWEN-=Y4M"-T2O+M"N MJ
H)\%CO&DSHR8WZMU@(@-27Y%);5)ZB63K?4Y)+5;;J04 M;JE02@TJ.0\YCNF2\ZW>J+0\0F
33K==*YC+)JAB(*9(50&6OI(3RQ)=25 M*TK.8\$OFRJ;VQIB7=[?2YFM2\P*U;JEP26X?NG\88HJ;
<XQ\5.D\BMM M7AVPK1F&33F^W\#OY#;JGA<;S9C/P7\$;MJ/+N*-LP5S!-^ MUBLY%T0;JPNYIP_\$
'L4FGF+XYT3&6PPQ14_..)=XM;-D%U\5M2LYO6C)7 M-K4\JOXK<;1^!-8';6F#8I#;2?2+;WH9^<^J;J'B\<4A-
_-%(8J>U*_LQ17G.6\O2;H\RVJC\7_\$XF>-X\XT+W?H_GRI>PH M!T\$)MT_-D?T-9^X'N?Z=V##XJ>;_6-"8-
NETSYS'6&YB MB(*\TK@W1DU*_+KJ=V3-<%Y>104?I^ED#W(Y@GG" \OL027K_#C='W% M_.@H-
NGX6^CHZX;)G6_UC0_F#;I=;JRU@_.43\O5%JFV\2OUY3/^8Y^C&S M8K\V9)SGS?
+R<3^JPO*WY\5\+A3GRN8)_RM4\6\AZG(>XIM @^C;LH;^6*F_-8IE (3.AWJBP-7*)IUN.<;X?ZE\I
(<4Q7S'N!^6FI\X M=76\(^2Q.>)K?^V!>G\3*Q/V \JPV;=\$:ZW3\$/3J^I'Q.DIBA\N3U^UL
MOTQ\S.B;\$4)*?Y@GO#W927+/F4GU:.00:E#W%_4;1E M#?T7'T7H\VIK\I\VE;ILR/M; MQ2(E?6(OUNI-
UU@8\Y\;F"><+?%G7E+PU ?INGV;S6*3^M^%S#0 M *BJ#6OHITGM=!S)Q;I^J) A= \ES\/%';8L&RKV
M_UN>?>_J/04 !05>IKZ.V/9;M^"A_@N=#/5^@_F633C/Z M\BL3=V/&J5)_>C\Y;S?
HON2Q_CL"7@NZCY\IE?M7;M=\YTMXAJ<\$*V2=(K3-O%Z_W;MRJ>%CIZW ^;G6RB_NU#1*/1#IF
M*Z3F*?_FY&..^6Y@GFBF+<;_6DTMA:7S%Y6H.)=O>H^_Z8?/+)Y\H\LDG
MGWSRR2>??/+)Y\H\LDGGWSRR2>??/+)Y\H\LDGG_SV27E;I:=!QW\WV?J M>
{A!R;AGBAP@;)IOE\>7VOYUU2.P+WURXNW.;1\RU2XWB_U>+{OF\ZR^D MWAVA_7=)W1/Q;WW?
+^L.^QC9>.*_54@&LQU4TZC'TQ%SO:M//FM!*Y\LDG M3YKXB\=[-6YE\>>?RISA7.
M\$15\VR\I9U)O\H\Q\A\3/"_H_<4_"8^>233S\YY)-//OGDDT\^>233S\Y MY)-//OGDDT\^>233S\YY)-/?
K/R4U3WF-@?KXP0\$Z_!L1XT6)G@_U1(\$+ ME\$TZS>C+R:E+)O#ZICTK\Q/@MG#P@I7\>;
{6Q3V_XJ>>YL8O\$ M'S#99JLW5&CS.)M-EXE==#\$WS@PY)&_7^L DVT:*L/NL+U(C:H74K@C78HJ;
M=!A\?;)"SL<[6\KST?QTH5>I54]_B=9/07'NCHZ\7\A?@XY^W5@Q_TUC M7"-
'KEXK(U+N_+7QI3B7;\$149R)=WC2\US;^T;I=*H;J2OS M>Y<#9NPGVG!/P3^"D4\^>233S\YY)-

//OGDDTf^>233S[YY]//OGDDTf^>M^>233S[YY]#7^Q|H|D|1FV=J9?R#9#R^X>9|4J>8;!'QN/P|<4K^?

 CA;Z@ZFZ0>MDMI3LW#W#%8_-/@I:ZIF672^2>IFJ4^8|+|H%|UFV=(>TRGFFS;L^V?TJINU+K

 MI89KO:93VJ3#V/N|WG.<-HL8?W9^9QK%|V?E,_'IEJ0^I%Y24K>029U:3V M)OHYI9__

 GEA5YY1NG;??/+)YJ||LDGGWSRR2>??/+)YJ||LDGGWSR MR2>_6?

 DIZM4FG9'K<1Z7NE5JKM1.DZW!&6_^MXH|^*DOE.R?O<:OW4^&TRV M_CG5|Z\$._

 HP;%)IOV;=JHI2WX0\$B57?C|>#>/_9)NZZEFI60&.SSX):FUB MUWD;:

 NDP|O|L@NV_1QZ+/YOL211=WJ1SGJ.2RWO4_"8.233S[YS:B90*!9.)ZFA\$DR-2FE)/%*9;.*6%

 (-99::5A1::D79*Q\$2 M978RB2OEKNV*/!/_-K|YS:JHFW^|K.N<|UKL^GOBUU^>Z<_W7.

 M_|YW=W|ZE=(|>=(K_3KUZI?OWH^>O7KUZI?OWH^>O7KUZI?OWH^>O7KU|>_M_D'4|)KL;R?

 1&8.^M1N7/TIX;K.|+|_5T3|0;_H9V)%O"(N7F1+|^Z+M79\$ED2E|/+>ID><'Z#YO^KJM|^>SIH?

 FW/+;KV;=MD9FUGQ^@|/#7CG4=SIW@_MXSLULK?B^)|KL7_28>|O6K_IRF#M%?8)WIS061;'X_|H|@E9?

 >TBJ;_/:0_M4_@EF'|H^>O7KUZI?OWH^>O7KUZI?OWH^>O7KUZI?OWH^>O7KUZI??|OZ!U'7

 MAG161X|MP.M1N7/TIX8SI&-(IRKK(^=WZ|M'^%OP361KY:0*NAQV11R(GUGA^_MMT5V-G

 N^R*O12ZOX=IM^EZQ|LWM&5?6L\$8;(Z89_HW4F15_IP|&O3@>&B|)2*K|T^I#|3 M^"68?

 OWZ|>O7KU^_?OWZ|>O7KU^_?OWZ|>O7KU^_?OWZ|>O7KU|_N_H'45>&M='Z+W)..?

 0/K.E^/RH6CNS><(9W!&M+)S/+(R_UG_+=Z>N^#S9\$|DC-3:3F|X.23-

 4/4(W/T:>2<6G'=1U|39|KUC|9O>,TR.?M|F\$|_HP|D8K|NR;..K^UH:

 (QCO&!EASG@C&.|ZX>^VP+7H>U|A7VB M?ZZ*O#>..8U|7N?X@?>>EZF&D8?R9PB_!H.O7KU^_?

 OWZ|>O7KU^_?OWZ|>O7 MKU^_?OWZ|>O7KU^_?OWZV|4_B+HPI/-BY(R.O1Z5"=W;SA#.H;UI/-?

 7|D5>39R761*|=NT_>*M6|^SS@J%<.;GXYC3?;4>^W9#9|?V_?;CU+U MIU3;..LEQ'A?

 Y;=4|9|/^.K0:B#9HZUYAG^B_!|26WZ'BYQKA01G"K|&TZ|?OWH^>O7KUZI?OWH^>O7KUZI?OWH

 M^>O7KUZI?OWH^>O7K;U?_(&IZ3?YYGNCMR"J|_|C|&C%F_#_Z>CK4?E">V6 M'Q*B@<47X|!%ED8.

 <<2=D+^Y*A M8.PMY6N;'Z3=4%X'^9M8'N;..5_ZY_)_%9'WDUGXD%IK'U=|HRED?LC;Z3BP?6Q

 MR_TV|C^0|DN>;|H^-)9)I+^GO%4.T5|HG_6UKQ#^X5KE4_!@X M^;GC_&S-G9&5D36?

 ^;_SF_HG=|>G\$DLLB1'5T30SH_#4 M;G4:?4CG=LL#_!T@="\$=:G5"9\$!:24CG(DL\$!T M@\$=:G5W&GU

 9W?J|D?7_@_P|60#@_+69&AE)HP_IO&2) M_"CC"D P 0&U6IM\$=')NL\$0_!\$'&(-! "@%@M2

 M|8#.MLADRP0_2\$(1T_#2NE1|JLT1?>B;:%F>J@=TT/D|,L6R P M '6)(|P_@(.TFR.K(HLBEP1.3,R(S(Y?

 |VI#G...9X&3@L_+2\$D0X_!O.JF?QFF6EFF3=NF0SNF6 MKNF4JFF;%FF;AJJW M(F1#@_!09Z0 M \$"1D0X

 4&>D!D9\$. M %!GI 0)&1#@_!09Z0 M \$"1D0X 4&>D!D9\$. M %!GI # 3WD

 #_>S=38A591@|'|>P5\$(|JF%_MXB*"Z_.,<-'MM%0D'T@?1|PK2R(D@HB*V402"85 MQ)V;C&B"%C5|+

 (0B M2(T@PDV_?1#9, 6&.3;3>V?FSKWO>^;W@S^".O<>W_.>|WCA>>Y) M"0_C/?"L7_8-Y:P0_!=&=(!"

 M)3*D P \$MD2 <|B)K9%G(HB'R;N@|?&\$J "S^;NOX "IO MAG0

 &N3;R..1UR/O1KZ.G(|1Y&SD?1\$Y'OH|)&CD8>3;R;+;.\$@PC#9% MCJ;%#>>4_-E\$2680'JH-Z0

 D+M5D6V1#R+O18Y'_HC|D^H^J9G(M5.2+R%N11RG&K8&AG16N.V179\$W4MTL.)O*.;@ (K_?A'|5#RC?

 6EJYY&L"/R M=N2WM+2FY_G6_?15JS|>;WD!&*|J0_?W=0J|9F5QO_3_0 #HY%##

 MI^>J^B+C_>D>R%EH?|1R-'(K^FLIHB2S_>W.RP M;D6|O'4M3*6E-

 _YVRY>1W9\$UEKSH(N^ZQKYBU%;G>LAD\$+5)?25.?W7?==P\$ M 5KI<>L&OC+R9ZJ?D#*(WZO/(386?

 &T;Z#;8Q|D|D7ZH;^?Y-935% MEG|A_5L7^=&Z%;EZ!-

 R>R'1;WN;?|OP<>2H|BZUR+NNL;8M3T#K\$GJL_KL MONN^"P "PDN72"IXMU3U,@^Z+AL9+_C|&-

 |H_5H'|3|S7#_NA7I MQLB)-SFW_..M6G.^R;DK_Q0'W&?1<_@&*H1?T44CQQ+|>..N=D4V|.*&=|(

 M_AR|UF%-_K1N6=NW@_+Z361WY(I%OE?5(+PH|DF' MU&?U&0

 Z;NH>|&K'JBIU%_/U.U|OE;UIX|U>+V_(AL+D^&=|JL M?7|^?DXU=_Z737ZK>_C9W(;TBGM^_-

 S;ZH'FJK79-RZ96MOZJ_YIV1DYX#? M^ZK6M39C3S2J#CB'V%>..PG==|LOUZX/Z#_|)1#+_C^/M|K@|B:

 M;|YN|82@B1Z0>Z2@6;<^J|_M_!7_?2";XZKW|7(>?+D_X7/>|E-M;_-NGLQ0YK

 M.1NYV;IEZ>K(Z1|GI&K*1_B.55%|90|T;A|_MA7#;N9+GMF3'U6GP\$(!/?_M P

 LW0W.5U4=P/'#FZ"D|FK%2R(4\$4&.&|-2J\$75^/_6FF;BJ;_%K5 M(%"SH9FET=2560K!&".54 J0=

 (Y(2F10F64A@28*")*H^2@/#_3H5ZV)_+|M|G|GW/N/><^W|_VFPSUGK=|?^?_>^<^>XP!

 (T042AX^*1HGA_MZ;|_D7;K64L5^B?RO+>\$|ZG5IE/!K)>-7L=|>#@KAN")|/*4OUE")MUOH

 MBUOIMV"ML(S'(8DI)=2KN|0JHG*Y'2_>PK<_|S/_(6 MPEKPJA*

 |+&7;_UG*.2."_6.3#FJ_YMTXJ<|)8D6^N'?SEWIMR|!L=X M?*_\$_>G60N)-AJD1.|BOP#W#=_P

 @7*&L|3_'3+2MFAX2%TK|_M2.*W\$ELE|HEDY^>|_|_2JR1F"+X\$G)BB/I(7"9QK|3CS?

 JMZ:@/D2|TBLE|@BL5NB MP23'/F19+TH*;%48J;\$N0\$^>|_6D|M#VZ8_T?)CG;8<2

 MET@JN|JU45BG,0,B242FR7^);\$WS1UOIF.L.65CVE|S)"8X_\$)_JU>+FKK

 MW.5|F51U|=>Y;JK\$_1)/HFO.9T/7L;X4SI??-WAO.A#)XDQ\$K;E M|DOMGL)T2KZ?W3?V+#+&V3TQ|&V?

 *4"_!20ED+/LMR_66.MV_VKC+)T?6"GP;>-33HH|&E_L7116?;..\$|5M!OP?JL91QT@>I%6OS6(F'_M3+*_/_

 QABX|7RYQ7DDYI27|3;+QY05C;(LN=KW-M&|3P.&"PD>_Z2+51*!

 MZ.R0&E_R|C)*XF<2>5K3E*8FY\$N^+|+YJ M|DR)GTK|Q5EZB)GW5BAFW9.(X|Z_PQ6QGW"_%S-?

 %GF%-6V3Z?BZK,EYK' M'LW9U|UC7?J;%|WOM>AQS+HY;E^=8_"2Q?|KCMUUC*&Q/XV+%)!X4^H-

 2_&+K8|K\$6VJ^>^E3Z+5@K+>.PH\$)M M'6:2+|F|6KB|5N(#!>>4Y02MY;_J?|@ZUL6MDSWEOQ

 WZ>@("TN'6/X|2|G#_M)6XQR5&.KMNN^Y=U8TB/|I^7#YMDX;'+MN@&%>UI?DY\$|Y7J+;_0T|CJEXA1

 MY%O%OG|BWJ|13U?DYUQGQ9YAQ35MD^GHNJS)<|H;0+7|HDEWM<Q MT).9;C+^3FL\$|^A;86?&

S6U=Z;70Q<%,\E9 M\BOIO729Q,BT#9W3^IPB,3A\J9)+)+8\NA>*/J^6FKR;6H\4.*KZ;VBS\W) MZ=CJ/?
2N=,S'24Q/^V-K9->K'FTS%S\$_%S-?IG:~%\$V45MTHEA_+4.>39) M'Y\8)G&)&Q MSM\$%_7%LG,53BD^F
MWBOMQ\X20R4NDOB%R;>9=6<%OE, %!\UH:X%MZVC*OHD'8V+ M QY'.NF@T->4^ONC"
!+-WMM\F_>M>|%001EKZ_Y^1MT_?VGW0TL8)MEHT#|' M\?2_N<(D&Q2RKJF++L_RG%...?@.^+OP_
>>U\TBLSG'=LSW50\QX\LYS(<|X,>2\,G,1\W,U\Y4(GUMN\KZ#?>@G>5 MI? \71MPV?
=OY7RSMVY3J>ZNWGI3QE,7.^E;Z#AYS2Q.WY\$^LLW_NLUQ\ID:2Z
MEYF+F\ _E_D+'96\TR0:6+@ZO>65:UZS-\$2W39W@|>=1Y'BTS%S\$ _5S-?ECG'E%6VCV>UK
M33&:= "98KONB24X\JY= NK-QI*>, +?/T" "!(:(\%_YOE^NP3 M7.YLY?7\&/O"XZD1S+6NK;=%#H
TK\W>MF6E\LU2@QC'Z+PH.6 _A\? M;:OT9(HM)OOTF8\$.RADB\79&.< _D_(!2S\A<;6#-
DRVE#&0_W+S,4:MT5X M3\ _+;.^Z5EH;DM_W1C)7.O\OEE?P-S \5R*-EYB+FYVKFRS+GF++*CNT9
M\C'^\4WV9M;?..BWYKGUQM\FG3D9U\OM*)\2.=8D&\9JE3>!--4 M 0#!B6
M^B^7Z#SCNDP=RM&ECP&(*)AT4^H\2?_?FUVCK#^BW:&RR\I9 MD;:K\$Y9V7>NPK.\RCK?
4TYQ%'\.TKLRBAGMH?ZEYF+GS\)^4*QZ2ZQKT;-MFM(RO7H;:(W2&Q(Y\$8YEK7&C+*ZM\$&YH;K_1-
M'9;^IQ=INQ9;)\L;.#LLZP=*"SSEE+\$ _V_ "3C'(6>ZA_F,EX6L3\A\."UWI/
MU9AALA<>#XYHKG6M;.\L+FU@?JA" BTS%S\$ _5R\?ECW'E%5VC.^OZ_%?EW&I
M18\KOL3#\Z;.+Z\U>T\|C;.\C4\DVGP<2Y81H_(*J)92WXB1(\M+&5@.>533HHJ
&E_NYHXMU>HYT3Z>+H\+/T_TD1M\JF=O)Z_M-EWGH7M3NOD,J?W7\I+S?
9)ZFXSHEEY6+=="*Q_KY(RVW5#G-3>: MXHZ
I#V^KNW.*&MXQ>>&JN3\,G,1\W/U\F79Q^&1C'(O(\$T\| (" _|/_|_I-U=C%U5%<#Q/0Q0-2U4
M;6GLE,H@2"O:QE0L:6.?(\$@4L2F:HP2:6GC5WWBHXB\&/) \VH.^H#!!@H(MU\:#Z8>!1)"@6&
(M#U@3IRAV&D1H';>=TB_7R;TDAO2N<^Z=M<_>Z\|S_+UDA
M*=/I>?..X_0N5NO9&R(FIU+U#;./WF+)8Z?HG_C\$A&TL-V\|D%+7?R+DQ%2Y^I\GZW6:TK?
G>BAON5+>RP\W6FOW*74=DUC1X+VA M*7DT92YB?VY60LOACTE5M7FOA_-1N4_FR(6.^/E'K7&Z^>
<9MGQKL;_OF>\$EG M>0/6K.6EFN\IY3WL<*^U=D.%/6IC;+VQH6F:DD=3YB+VYV;ERQSVF%1U>UU#
M5O/_D%+6I9:OLYPW&J3ROEVY#D85NK^(RD*(D)\%7QK*
MO_SXK7.)BRJ6>46H=OGG\3&1\1QS20=)%BCM\UVG_IV\0^&O!^,23EJOEXS_
M5(=|VJ;T9V7\$>EZUU@8E_A*JW8A_4N*KH?56JB9H2AY-F8O8 MGYN5+W/88U+57?<:RFW^?Z>4I8
M2SI(MD;I?<^*G&T0Q);S+BY\4K)^L\|<+Y;Z<_E\$>M=I-2\RWAMG\FA_?UP
M26=VS<|B<=#XKQ\GXP6)7Y;8ASIJ'X,M,K0^O+6\6?VYWQ7-) M\TD7*.VO\JX.77L
XCV,FVM;2L;_>H=J&E?Z\$_. (Q@^VWA7-*QKW>@AN?O MTQ+_#FD.O'9K3"EKIL.\J9:0^M
L<6AY.T2*T+K1C\Y-&X>3?G,L#\W*U_F ML,>DJCO6&O(R_T>4Y;A\="ZH%.XJN1GMV<\UUS20?
(%2OO+%3H\;KXVZ'_*W=ER<_./Y\I(LEF@M+_^S3@>2GPXV MW\K-X:VTUI2_P;.^10E"?
NU&|RT/W6\GZ_XB\RHQ*,2=TA\1N+C\$A>&UDWT
MXF+,Z37VCTLZO;E.XO^VNK8XI\R,Q\SR;)0\FLLSP_I\|U_F\#PU95_U-O\I MWJOSU;#|QP.7=Z'=-
/PM^ML37)%X,W9J?>\$%BQ2G*O*?D
M\JY9\7QS20=9+=!^;W\W_2H.RGZ(<6N\$A27C_Y+ #/HTK_9D>L=X92KUCQFNC
M\AP6'+0_9;VS)0Z6U/V8Q;))UC-@W+|QLR9#O?:NA7Y9)7\$)HE\87('E?+=M?) \IY'FK"O>IS_ THYLR*
<9\A^P\IY9S'1R\$ M_I"/YT+|X:M%;B08GG0^ML7G%^HOBBT^(\VHC\$Q)W2RQ0ROE5
M29<6.9AO=:+0WPF 2SKY\XMO8;M>&O!1,D8O\J9GUY5^G)1Q'HO#OH!?,NU
M5 _=#P\;G\+>GRAU'I;XHE\$YQGW;UOIZU*^>U)JQ26;6R0V2NSM83_:(S&- M&J;1W_-9OIM?;<+W-
XG\JPXWJ<_O&EG+F1QGR>8?O_I92S@(|' M_#T\=C#?ZH, \$@"7=\$C,7*);WO)&-_BK#^|E;Y<'K>
M14\JNWX577MUK\3AH?ZIZWROEQ+GS89U#1OW;Z=2UA*^>U)NBLLL7Y'8&EK?
M.E\I3_LA>=0TCW\I9J^/WO.ESD\3H\W5;_S_Q2SM61QOP:P_9KKW&^@8\| M
#T\K<9KK^ZU'ART\U6\VKP;_5S7QXS\|MU\I_ZW#2EG,R362;Q6_MTH+^|E?YQ
|>=|7O<|_)J6G+AHGCUWJ?4N\YX|=6\UH.#|J>J5SN\N\;XKM7&_?NN4M;#0_/3-V9\Y,H?GR?
N^ZG7^OY7@_UP>_6S_IY5R?L/(' M_@)GP;OSBY+VWNIDOM4'_20+NF0F+FD\$|<O2\;Y?D=|T0YF/A>Q
MWN>5>E<9K\VZUWIPT\Y4J?Y9J6^N<5T\&/O\J6LEQWN25Z<+?%7H^;R;-F
M>;0)STR3IF?/^3*Y\G\ONI_U_J\5RMDG<9IQVPIDG\$^*G&9
MD\H_5_IQ(K3>3&!\MN&3\VR\|NI>Z\W0WOXP1J*%<.;2GW3#.L9D!@Q\|M_T
MDGE:FN'Z3O5<65NH\&./>=0LCZ;('>S/S)W_XA\>CBEE764\ MWE<;?_X9*BEK\1^# 4-W_
_LG0W,5U49P\40*0Q:82:IC2(K_R M(V*WGV;GOH(_WW/O>_|WWW/X_9G?@Q_HQ\SGF_HOSG"," M
%RKY9'F_AB3EOG1\3?WH\$)(18QD+L\|>>|'=CTT5B>TOBZ6_M88/'=WR@G%('SS/&U;ADLA?KJG\MM;
L;J;IS&\$X_ "@)"GL\1^JL27G_M/3X<67IX.PJ8H\3IT_0'_=H;K\SLQ?&*#;7J?_<-"T4X2&UYQVV2S6W
M;M@M(IX"AR?%;JL>FXT\I?+;_C^TJ@G%('?_ \VX%?MM8^YS4N^G\YASO_M-UN4HT*JZJY1-
I2;9\| "@V1\$UB?T\Z7%.F4?VIL_3\|QWEMA^V_OF#;RL_ MIASG0G&W8@\$
#TEMCW@A\B^8>K+HJP/IP=|4Q0BG32_M_I\AVDIO4\|<)NY\$ _KQO-\$.C?XWML%/+9VETE>R;3^:T?
|G&&SIHW^\$.JW*> M;Z\F=KTG"B#\V;I8'F=AW\R\|&|NG=^>I+%;\$ZMVT:QRML2"/255+|E.3
MXV\JOQH4UO(,5G#SD>8_6\0>Q)Y'0^0\$UN>TR5%.N6?&WO_'R?^VV@LH9T
M3^M%V\NVWV*R3OMY2Z_-36.I3'9VMKVG^/PX>/'S\^/_COX\>/'S\^/_CO MX\>/'S\^/_COX\>/'S_<^
OAC(N9O804Z\W;X=0GQ)A?W@|'IB@%FD_2TI_MTFDGUTBQ38)\VR*8B\HM)Z%_36-
SAWUCIX&OR&F_G>I^=(DVOJF>YFXERCJ M&*~SXDR7)CCG\3)>^1Q2;?FXZG9;AWQ\$HUI%WF_FQ;-
E+5H+8L^C(7("ZW/;^9(BG?+/3;_OU' M28_&FPOZAF0/'S\^
M/_COX\>/'S\^/_COX\>/'S\^/_COXT^5IK^%>8ZM@+/, "EV..S5D?;MZ_ M"4J13MK?
DB*=|C)3BF\6M(W4\$S4_*_DLVX0\6N-6C6T5\JTY&GMS2_JK?+\$< M\19%VFON3"N4?CK\K;--
SH@RV*?/E'.JO-3ZE<9JX&S7ZM?_I\AA08#P\ M)\4WR_<55VBR59K;M"O9^'^PP#.>\$K?)MTQ?
V2T)=A/_N@|F.W_2X^F_OIBQ' MC99RA2,CQ&W>|K7\;FN&*@J8LZC(7("ZW/;^9(BG?+/3;_+3\7*0AZ56.>
MN)O_WJ8Q;)M+K\<8J3%;XY=9GNOI\INZ^GMNP?;IG%BR6?8"3,7;JRI9+P
M2U3\^/_COX\?W\| ^/_COX\?W\| ^/_COX\?W\| ^/_COX\=9K^%MW>E1J3
MO1T8W1L&:TR3_+V(W0>V\HFT/IP=|>E.N+KC0&X_13HLCE5Q8R_'I6YQ&^2G

MB[MYXDQO)YS;ID3;G'BHQA;Q&Q;M1/4IV0*VL<:Y;;6@=XVX\$J)'B;L5PC88 MJLO^WOZ=%1<|5=
UN>8QVO2<*,LM ?)BB'DJH6#|I<81VU;LA0='9N/+;J88 MF;L''\$%._(YG7WG'FCQDGB-O9/SMJJKL(V M-
S6N?/-_%HV%68Z15,,<3W%N@+1:NA;\$FD=# MY036YW3S)44ZG3TWA?7R!(T7:_P9)EL+M;5?
IOKBPNI4OC<8WO:GQ0W+7-M0S.'W:QW3)8SWB6N&-!NW+-;G;R2U3!^/'COX1?/W|/^/'COX1?/W|/^/'C
MQX1?/W|/^/'COX__@")4D<|'^>QP>T?B>QA4:)XO;UV""@ML>-MM_\$S(VT|?|?L.EYX*.MLSGH.95TIGM|L.O
M;3'FT5 Y@?4YW7Q)D4YGSTUEO7RGE+O)R_LUIE3<|HK@K;;S=K+99T?T|' MCQ|_?OSX1>/'CQ|_?
OSX1>/'CQ|_?OSX1>/'CQ|_?OSX4_#1.@BG3HBJ;B# M5F/N#^'^@W0G'\$4Z%.F\$;"N+8^'^PDI/_ "A.K-
:XJ&3|H9: .Z29C>5|&ABC M3<^>)3IC0<%X;-: M)/FM-8VKJ>(*4YIZOV\$:*UJ^UC4QKIK;P^)^VIS>9F+
MHR%S NMSFOF2(HW.GYO*>GF:N%M0JFJ|W0QT=N8>(Y"GBJPVW!^GNC/Z?CQ
MX|>/'S|^/'COX|>/'S|^/'COX|>/'S|^/'COX|>/'W|*_IA(K4CG/HV!""2' MJ|-!NA..
(AV*=\$*VE<6Q|_35F*2QI>&Y1'>-SVOTJ^-=IFB|6D;=VMN<\$O MVO24%X...!US_GM X+L#
|V>;=61JOM7BMJWM<-97C;A5WI68L MQ)1'0^<\$UN?TB5%.M4-Y7UTJY" E4%;?^-'|LN;H9Z_NRS%??
OQ(9RA_W_MQ+T;|:~7J/COX|>/'S|^/'COX|>/'S|^/'COX|>/'S|^/'COX|>/'W|RI%*D_MLTO<'K8^B?2'J|-
!NA..(AV*=\$*VE<6Q|_UOJKQ=,US8(G&QZ6:XIS|;57C MD0K;^7N-
D0V/48GP>;9Q|L<;VVK.BZ'G|7"-916.JST;Y#_O5VEZ?|=IC;C M%<_M+HUY&N>V?%R=K'&CQH;2-
>|6)H&W("ZW;-^9(BG>J>FDZ M^7YQ-Z+UMNV;HSI/|Z1XB|&JAHK-JH|4H-^>)EC=O\$W:
4R|Q^/'COX|? M/W|/^/'COX|?/W|/^/'COX|?/W|/^/'COX|??
QO|_9%"D\$>C?,"C=&8GV9*XTU2L\$/5)C.WBBHALW=BHL5+CKNS/C/!X+O"T M?4&-|1^B.55<(5
G.^V<:|+H'^/'|S|^/'COX|>/'S|^/'CO MX|>/'S|^/'COX|>/'W|_#1|+?HWJ.Q4-P>P;)|F#+:|CT|8GVA|>C
@_M#FS1&Z_Q?7&T&U#_K;6|1MON|*%D;/I/A7<2>_S|&X6MPF|0&|VGV\$QD7B.N(WM#XC;L&N%
(|AW3;L M;M)8K7&_QG?;\$%9D;./D|/12W^?&<046MN'XG|*O&.9.S'|&W(9K>Z|O.WQ.M8UA"_6JW-
8S2N\$KC%HW?9?VX(?L>|+>5^GL2++A|=I7)SEFQ0AC|(^DR^! M_J^_ZZ3G7P|-*@-
QV;KM|U2M"!U_=?|W=G.61UEC-F9>OBF9)&\$2H M_#S03|Q^Q6^H'&SQ|U5HD|W-@.)>*_FK_O%S<
:O7:IRK M<7"BWX0B'0 " C/NDYR*=S_)Y_#13H M_H@C6W2ZG0#DX="FW!12>P0@5 MFIR8\$X6'7!?
|H0S_<#-Z<4 8MTZOOC|TW @_"8!_*W?R;SD>G;|@_#@GHQT @&H|J#CG M(JTL_P (S#2 0_*KOD_=S^F-
\$P_;"(C'0_*_MLVDC?2DW7|U|;|SYE?;3@M_;"-"2D0X !0I>=|KU+N^DH'?O MZ6?ZFZ|29?J3SM-
)DS;::GW#& RVVLQ(OLN@A;+6HG8B7C=;BL%0;S@!46PV|(0->O: MK7A#126H:(R(NO%|&^%;'-
FDHSS//AD\$Q@YCUSSIR|U=5 #;|T MY1|FK1\$!RY. M&1(P M %HRI. M&=(| " E@S| M 0\$N&=*
E0SH #0DB\$= M_:F0#@+1D2 <|;J0# M +1G2 0 @)8,Z0 \$!+ MAG3ZR/RT*FU*OZ?CZ7(:3?
^EY^EM^EQZGUZD?|/U="M3*O3#Y.SZQ:6M=V1
M#J>SZ69ZE%Z5X_&E')L/Z75ZD\$;2E7)|ZN/Z2UJ6YEE2 !A80VE%VI8;IC-I M.#U)8VDB?
2T_Q|KOA|OCZL=O+|_9"D'UHJ8_HCG4Q_I_OI3?H8WC|?RSWI ML_)|XG;ZF/Y,>|O|_%U:8CF=HP
=,7/5;_O9+*#9MKRJMG6K9E|>-7LB_|4-?N1GE;-OOG3;5_-D;8A/#\$>F''&=>O/3R01K;I4>=_C& MGJGUJ
H->1?2YK3 M;|C8|2F7\$A&6EPL|^I=U0SO M|*F:X:RA'TW|W|WJMYLD.R7U_!^<_JF|O|LH-P<-
T*UU*1|NM#XM MZH/KS_DNK;6Y6;SIF.LWE7|I|JU7?2J?_6;SWL>RT=*<=>ZO>#O,ZOZ=6 M?
RG96L|A2ZMRWBY9M1?E'HQ;#':X?;/POK>Z##YWJGCZYM2|N|H7W_RZ?
M8R_3C70D;F:H?)|^XSHQW/4O3_#TMV|_#_<S=?^Q751W"!=?7?H@A M28""AL)0P!|?TK*
H%F;1:4K5H0TI@L63LQ5KK"F#OJCU(8_0M_E';*IT1 M98!&;ZY(P8\$LT(5,5Q !DN^<)(7I-'S|V0?>|N>|
|H|GGGOM|_*U1_Y MYWS./>=>W'E_K@@ !BTE6S3O;?8WP8J;E3LSE#/_UW>TCRCN5;3NV;S M?_
SY|CV9>>NEN40S6_.TIBWC1>+C^QBBN4KSN&9WCOWM+*ZM'VK>R|H7E(&_M69J_>YPCEWV;)S03--
UR7/RA|SOS"AP@ZW""&;SRPYK%F5K/-S |R#^FG; M_)993QTA/A0&>H#6EEY.WE^FJH|\$!80EW?
HS0;PX6/'W^0LUHW/L M^W7&OOQ-T^+Q.VD)|SV|0KL;6=K?J8YX'E-|=LUGPWGM\$E=-.9 MKAD;T%
|TK1S'|LV2'CHX@%NM-?^9H%F<(1C*WM|C|L*VGL|A|3K3F;X8P; MST87>_RN+S;V|5_RQE#W-E=|
#-9HU6|YX=|CXAAC?+L# M\$(-|DOV<3Q'PZ?T&\$;|; EC3S&>XXWE(PGCCV-HJMITY|22Q%^G\$MD9Y
M=@8 "C?4@FOCF&(YL64?>BC^9'F0|+XD=?>F@NE<=|^=6F^ M7N&4B.;(AVA2*>C/'-Y#WNA?
%RS4<(M@*"H(Q_QN\$*LTI>T|QGV_Y23.H M?QVIM8_QM7KL/T4ZU5|#+NLT0UG?9N|
_L#&_OZ|H|67S;YZ_Y|YJ.PW+6Q MU|C'+P6ZMJE?KU@=R3T_M M\$C&N49V< (R39;PZAB&|;G M;-
^=JQ_2R6>^VN1G/2=A_A^\$2C2\$8ITCA?WR|PGU7@SO%IS2;(^*\$U11_IC M65SRFF8^PQZ/RR;-
Z27M2|<7;H;|;?(HUXUH#+3LU%K_4+M&T;3KVMJ|_
M%MTUNXWM3O2PGB8;^|8K&5MH>YM|E|J|=SS0H'Q+I&>78& M HCW033-
IBF*+/2037;)'T/^CZP28^V|U5HDS^"LU/2.<G0338KZQS24>UM.OC'V;%^C>HW(HOFAW"-B7Z;+M.P;
)3C7@FKCL&=E5|AQ?XH_#T|G=AA'-D8Y0I-.9Q=N0 MFFV\$Z0Z|3H4=10SGG62SUNDE_XQG-
T)GC>FRXK<"R7|GZOKJ;JW(+|6T="W07M|M"UU*Y'G6TK>+ MS;|FCV"T4Z>=|CZK!& M>78&
#P;ZSEB(15QS#-V;P%&V;3/G95T4V|O3I"\$4ZG>6A
M&FV\$=TBU"G0HZBAN/%\O:4TSGV&/Y^BL|P_/5|@6|X+_%Y=1U6Z#\UE?9_0
M"\$U;Q>:T+>EW6B|V|NFP+4TPIBG#8'N;;=>|O^QY|HS7*LS; M(-_W<1^|JHHLQ(|-L-
|YB:&MSBL|_7=, HKFG2\$>J5:1S6+-2J^+ MFBR-7_@^0W.*IGMR<7Y8&@<2?Z-Y*X?
QOJFY7PTVPBMR0DY;JS1S-Y=+X MA?DS-
:=*XY>F3|TEL;:BL9HFANT3RIV2T4=90|'G<#ZE7"OL1|ACV>8|/J M;7|R>_"! L=QP_-^3Y%?.2&O Y9#F/-
;WW0/*CYFC1^MH6.@YC1-U^2SW;4T2/QY-|9LS6_U&R1>(MTZK9&>78&_#P
MYR;I^+S#GZ2|Y33C>T^8FCK%RG;^'E\$>VM'5N>MHB+\$OAY.QA+-WC3>V|R_-UB#B3; EPX9S|LH
M9DGCK49Y>W^RN6V4<(L@0ML#|GHR&#/?6(^_8YGHCI>D6=M;|&G|V.U%%^D MLRJB>8WI
D|9DO^|V|C_U65|NW|97VCX7)-7V/|_31/96S?%;N; M2-GN;F;LPM81|_?5D;Z'JIV="&*T*_(?
OM7NR;RPIYC|D5.T>4=,|7|T-YD0SMW1C+ T13I
M;-8|*HVBE@NE|OJS0X^M""=WVL^6|GS|DPYFOG=O4>R6L0_=DL_)TH|E*=N|W-
C.I@+6T49C7R8%NEZ7 M&|H85?|>U5OS#F.P370#1%.ED&|I|H#|D%V-1>FA>-8YY>Z37@/M;
M=DBV@VA_T0PHH>_CDELFENN_K/7<3.9Y|/S6'&MCX7P75_D8|4ZR#0#<8Q|X_T&I@AV0Z@_4-
5%M=-I3DKV&+WN;|31@WV/-TU|_8UGT17<4Z4B|#@)=8!QS M>X3S|PZ;)K-
E9|ZQ'R6.YZ!QO8.%/P|C#?V;YAFD/'O M?H9|H9|I*0;6|D?;^MGS0?*SCG%_0-?63#TZF(RK66;.

!A7E7;+8:SN M=;>OB;^W^?BZI@|9VNC'OL<:Y=D9 # BT_*|<|V##OFSY9Q M1C#+N?
F>AO9Z&=MZ.8)K@2(=f==|H#|&;+6X?R/D6P'S^9R_4I*=O;:&SG"SE,I3)CVW1-?+WN-|0QA7V/-
<>_OM_?;>^W|_ZUUUIU9ZRP1 " # QU92+ M5^K\$|77^_A5E6#QOR'N<(E^|I(=^XR/M#P_>5ULN,H?
\$A.W?>ABC;_&0)W_|_MACZPU48^G_T|?E;PK_9H_ZI3|S:4^_,M1?,WP&)|C8KZC35X|JXTN*S_N<
MHYAW*CM'#S?D/LCX?M5Z0QO79=RO;C/4|9Z\$N;ZNS-.50CMO5^9>6O#QVJO(ML36B?UA#/?4?&*MG
" M/E|&O7V-CSC8EB=O|CC^!0|Y| MBGR##?6GF1MX2.*0CU=H(-
\$'9YC4E?/L:#'W@1_3_4K3G0DE^>&%"QG7B?>;3 MGI.4^6|+|DL4=3GB(N)1Y7A-V8?5H1S&?-9>2H#D/N
XQO:9/:05YM&S^4 M<;_ZL*%N>_K;EV3-J9E_7I3:(46MD:(|X.CK.KI@XW6S,H_|_W#-/^8|RV>8| MOBAK9P
@+1-E<8'8!KM+|ECC^!A"7M(9Y AWU<|I3*8=ZIOAQ|LB%W'^;_IAG:YZ2;<^X7|6+|T"9QW)0<+ \$R
MY_T1C->UOO6K_U6.H@X2W37SY9AWF_.LG8&-!(DS^(|K#4 MW|>POLGG|M@CN,^05|/?J-
V0;V7D_8)#.E*MC4!=BO:_.|+)-7OW|PSO?SOI MOS3M1?QFS20G0_U-)3,SKA/O,WQHA:=K36G9-3^2:>2
M<_0"0^ZG&-|R|:1#P3J6QL-=5R<_-IL|15:0=|NJM;)Z_FVX?VOJ7C_SS)"M^)|ALMY@3+7QH+-47Y^?
U.=LM|HXI"BO.OYWJWD&J7+D/L^QK?<:&C?#8'Z M5L@Z#G>Q6W2'T'8JVO86T5W)NKN_KD4?
KQ,S_M|>Y>)|J1W|B? GG/<8H M.V< ("TC'6Q4^KO:5@ZP&?SV"/X6T/>_T0^+O|&:D=R+C0Q?
\$EF/<8HZR= 0 M TM)H/_I?7 P9X+-Y|!&|TY|WLB+?%\$.^:9'W#0H2#4V GU+V=9| M2_KN-
QG>_D5|_|E/*3C?2WA9 TABF\$9UXGWF5|_P2Y&2>WJP/>|N:;%DX8|
MG1F.S=G*.EW:I,O%RC+/XWNW.FN4<2Z>-8|YN8QO><*0=V:|OC7+4,?'%/G. M4>;ZLR+7'Y2YSHYHO.
|(|7MJK|1NE'QOO|>8Y2U_P 0|HN M\$-O>RSSV4UYCR#M+D>|IAGQID?NW;)1Y?#^7X_JB5:
<;ZMBKR.=OY-JBS#<|09YIRAQ; M(|S:5A9@K/BK;R^*<-YCC+)|V!@_L/(-5|JTU-+<&N+9>2Q
MGW*V(>|'%/D6&/+MC|R/<\$A'RKT1Z'(71Q1M)|^YN,3O?H?A_8_J=|Q2"?| MJAQKOB3_1?
EQ&=>)|UFLV.QB3(9STXC^?I6T7AM:*N|Z&Y-&_W_JG6*/X* MS;?2NQ'B2A>|S0V;F)|OVJG(?^)|@?
K6>\$,==RAS7J?_=V. ""N4.99%.+?Y MPQ&/%F3<=+N8%-W|&.4M3, (#5K1SBD(^7<".1_M?
R|AC8NDW+;:W@VQ^?4|SBDDWY| MZOE5PC)N#E GWFKO8?B=)-M?
DM>>HW++^BS4TZY3ZDXW4F+.?A '7B?88-? !EG=0V?@|*-"|H:YKX28(<
MFE/):=TT4=:OW:*M44+'WUUT,+Y365^4^28=3WM36"N_P-"I+'M12>8V_VS_M79"Q-:/@SY\$QRMH9!
ZW/2>)_EK(1EY;GGZ#YE|BD)5SBD(^79""2ZBV<-
!K;17M%)LF=ANN4=;TX08Z+E#F6|;T:S1HE9/2YF.KX?IT^0|U.
M#-2WQAOJN..0=X3H;O/):|UO"QOF8K>BW+W2VBUDL|_CR_XL, M*?!S9(RR=@8-#P^R-V2?W|"S|6E)?
GGJ/3|+:/+FGN|R? (M4.Q|4|JB;R_<\$A'RK\$1Z/PP |^5Z?)Q7(4FRA|L#LYJ24|_CD\$|Z|6GFVH1E M^6QJ-
/OFAFJ_?YXFN_=-8HH<*?4C^3 M?U_MAGJ.C50WSK-4,=>8^XURKR?;%+F F69MY3T?
PJ_GI_GXBZIW;J2Q|CZ M3(&?(V.4M3, ("&WVO?Z\$=5WZ
H+^|J1U.3|A4,Z\$O|&H"7&CKS:150%)L|'#,|K=D|JCD,ZZ;>G&?_+_+T) MR|JXSKQ/O.+?
|EX>X9STCG*>G4J*|D?K MCXV?1MYG.*0C|6X\$|CV1=RZG=%.:13IO\$|D(62_%:3 ML1G7B?
>97_2)_2:M1E8IZS1'D6N,M=*OGRW!; MG5G0Y|@89>T, " M/T7 #_ ^R=>XQ>117
IR^WVM)"BW&+J\$+\$HNVV M\$|J1&. 2M*2\$@VA1C&\$6@)M0@,QHA_U41O:Q%#:0J08!%|4I<%
(")64ED@B MX:&\$ARB(A4#:0A-"|3"|F4|D_M)F|WNM_>>F3MW9N|OEYS_HO?S-PSL|: M.=|U!@
"!GQDF|*G%XD'A,8H2RW9W%H^('&OPQC^*W%-BS?,&QWF|JZ& MLYW7J;<_||&4X;*K9Y>X
^|3R;BW|+|%/#?OZVHB|O=@Y(FD/5FPK?|DY? M#7G:NC7PCL3?)\$YB?0_+2@?
_38R:X5#^U=X|!"|5NK|U2M7*|OZ,7|3O,>) M\$|V_JC=|G\$|?2?2>62-Q3IF/0N
Q5*|.G0_|T27V|YAGFQP_R| M%FENMB7_0|_9+%,4M95MT_Z2FA'P.?|NX_%"J1,DCA3XBJ'7_8^"_4&ZG
M|VE+>QZ>RM|4@S)2XHL2ZR0...ZE|R*=1|8H9V< " MLM@BG*&*5U8YMAW;G;#2#QN_-
U|W";Q58D>Y>=3KW6@2,>D=1&HSQ1%(M|J^ MORYQ|GNF^;#CQC\$SPMQL0_XW-
6=W5VQW8|GR/L|YS3/'&#<|8+;_L6XT M;Y9Q/<%98ITZI^KLK%?8H|HWSQG,0&B=LDEG362
_K6|5,|^|_B3\$UY|68 MCD?;QSY?_7A4Z9|^5;|NG*-OX"W|3E.)TB1<T8|QS9M^K,D5@O<4#1_0%KG|VQ9?
7C^VT M.5XYSE,3SQV*= \$PZ%\$ND-CMT.|G\$)YDOWP/EV*GFR/S=SSO|DY^XC\$.Q7; MGFU|2-
E&PM9KZ698H|_LW8MD8ZCZQ1SLX M.93F<<+ARG"G>A+-28L/\$9E/4,=@O"-JGBGM%|H|=(Q(K
M);:XL|(|0\$Y0|_UZ1F62.UV3BH73_'PL,D_+JM.W&^*2C0XPF|^=PE<6QD MN9ES_L7|<|
MJW<|L.V/"OLO4>)=11_L,QW9:>-EQ>=MT< \$UFLEKE6.|=V(Y\$URMD9 M H
QM+M+QQ31%W|=GE#M=DXJ%T|Q|V(N(*QP7V2ISY\$(C
M'.SCO.Z++++=4|Q>3^R^3#6<9S_2O#@|B)Y MRAF%|=V5;S|<8|OH&@#B:9XDT;VKY=
|KD_OU7VXUR)SRD_NY;U6IF3E6/; M%_\$_|LD8Y.P, "4@2(==|X58;L/K; M;' +YIF?|YIU%
|(|#8@N77G&87_NZKM,BRLW<|C_&.:O.4*23X_Y|AX/O&H'JACIM-
=KJ.PKK>WC6.HSS@;2G/<_YM\$Z|VC|HH8|L,726Y5G MW+<4G|MJZGNS9*B'KOR;)|LCWQM8HYR= 0 M
|J|D+7|Y='SS)'78^9D|L<>C?JZ:XZ)7Z7(=@O,0.XW8QI%&) MB0G.%T4=.LXQ%.GDN#|O=7 N5OC&FN(M
ZD6Z>SLC(%#)0=PUO?@N+XIZW&C M+Q_&B&WG"=/_V|&8WG_?6M9!CG|_|9-
VV&*M:9K1S;QLCW|M8H9^<4_H% MB1.G3IPX<>+\$B1.G3IPX<>+\$B1.G3IPX<>+\$B1.G3IPX<3;G|S_U;
|E,^4%| M|S|Y0)%_9.D|5V*/0|_LA;\$|93+7H7|FXZ-IR4^GMA|4=2A9YV'G*%()ZI|Q
M3#;ZMVV)|C&FHF|^C3D4*BXA3SF_L|Z|LL%QC?U>8K3C7-O/W^/8CP=KS(5/
M|=RS3LT@IP=^_A&)|BR1&U3BV^Y5CNR6|O:'M:|3M9V?^P8@3)TZ<."BQ(D3
M)TZ<."BQ(D3)TZ<."BQ(D3)TZ<."B;)(VW*(<(<?%6A;'U2_2;|*!()Z+D MOEKBH\$. |6OLIG-
=2CLO<;GC/L%L5T2BXR?BY(4Z<2=8R=U?A%0D/7 GR3 M@W=A1=>?_LJ?D+&>/_4
SOKNR@R)0Q|6V22E?|*O<:>2 MJSHQ|7=QW&|K4\$|H.VK|&VGYWY|R_G#AQXL2)\$R=,G#AQXL2)
M\$R=,G#AQXL2)\$R=,G#AQXL2)LTG:<) R|(|CN|D T4Z\$25W|!>R<|X.SY+8 MYVF>7I"X4F*"LB_O#S1?
N>5:Z|Q;'MDZXWFZ/|L|IG^!|=+;I7Z|G/0<3V//+ M7 R>TO(|Y0#. ^AZ.U1YRE\$E.EWV|
MX_=\$L_S93>+!TUQ47*NQ#2)XR1Z)\$::HAC'?H/V=(DY\$M=+W">Q-|! M4=3AQC\$2VR-
:9SQ//_O&3QWISD?P',<6XCU M/1#|AL->_I16PAPL|0B4|C.N<)|9W_CBY2&*5|7/QW|S)|LP;&NU;2|IK
M7-O|G?-7#CE=M?W=\$ALE?M+)|X2^8H@#G6(GWF:*(QO:5?U3B/(EK)39('"'< MX<3VAO:O\$;?<
G;F'XPX<>+\$B1.G3IPX<>+\$B1.G3IPX<>+\$B1.G3IPX<>+\$B1.G3IPX<>+\$
MB1.GSB;)|K4CG.L_C&R.QI<*XEIN|H\$@G4+1E#*EOAK|X#E0I!-/CET1T3KC M>?

HIA~3V*/TOVB*RIC#H:T,2~>-JH99<->WF>YGP SW%L(=,W8/1)O)W8 MF<+V=WK
 G%A7XUCNR2BG4F2KR2V-[1UC,,H:P_&"BQ(D3)TZ<,"BQ(D3 M)TZ<,"BQ(D3)TZ<,"BQ(D3)TZ<31);D-
 L47X>8\$13J! MHBUC2TSM-|H?F|"SX(BG3ARS%[8?B:2=<,<S|+=OW.7@GS],VVQU;F^NS;Z N\$0H?MY_F!
 <^+&L#>T.8UVQ:S_-|@Q(D3)TZ<,"BQ(D3)TZ<,"BQ(D3)TZ<,"BQ(D3
 M)TZ<,'\$V26Q%.C:N|M3V9(GM)Z:G2!Q2^O|NNE|OE79|B|'|UW*/MV2XOS-.<#>*YCJW-I
 M#|+|\$B1.G3IPX<>+|\$B1-GM_| 0 _LW5_H7_?P/'#1E-C+D+|"ID0
 M+L8%00XDPX6LF%9*N9AQH:5Q(4F*(H| MRYP\$BBV)0+R ^2FTT36RFKU3++ M9C1#LW|>|I
 |1EC9|O^>C:S M=WW>|&_KCN#>D<'?J|U|P:FJ:FJ:FJ:FJ:FJ:FJ:FJ:FJ:FJ M:FJ:G:JCR_H-
 D67=,8T0SF&W"Z&M?LG(#{QDLZ MW:ZQ|V+^|O@||WFV^YG.CSE4??/R:|+&_F%+>5
 MOAQC<F|DWB)O7M(9TPSE&'*|&)X9|TY//Y-TD7HCY|+,SIE)7&_K M.S|/?|)M?
 Z9K&^S'SIGUZN.*4G:~/K%HJM0X9KNH_7S@,OCV1XW1O".3KT>V>_8-34U-34 MU-34U-34U-34U-
 34U-34U-34U-34U-02S^#;FP9AY MF9XSD|C&3B_-^=8EGV>SXVG390WVXZO_-,"N|+>_YK:N&-
 U|O*_:^|B_-L:A MK=,^WM?D2_-6U_-|B?3-&|VM_:7Q5S4L|6QHL7C6Y|AFD|?
 R+8ZYI>>7#K3@O:0S6>MN3LP=1?G WLZ6?|:I6RG2M^6| M"-GS-D#.V%~3|SU;7|_O-
 J472Y:\$K(G9V|+_-B-F:P-9W6 MS2W5|?N3F-J'<(U,+W~7YTW0|NY72.#OW>V2|8-34U-34U-34U-34U-
 34U M-34U-34U-34U-34U-34U-4>|H|'|F?3;RW*9X|2'|QNIUGX S%?Q"R+F5<, M4S8OZ4#7SHU97)0/U:
 <7=|(#O#_\$ _|RSIRA?O\$E?U?57S&|QVXKRH?;/8EZ+ M>2SFKIA+8V;Y<0+ H.TLRF_/2P_NKXIY-V9|=?
 ^PN|J?_%3|Y9-U?W ML*MC*HU9%'.6'ZES% " |*4_8'M-<>29H|=C/B|*9XJVQ_P:LZH MGSE*?
 Y@VO=B3GD7ZM"B_-+>?AF.MC90M1>DD' FO*2#@_M #3D)1T !HR\$ LZ T)"7 M=* A+^D !_0U|2_0
 M@(:|L_->4D' #(|SC|_# _^S;|0X (! \$ M,2|_ :3|80\$R"-L3Y|;/&_/#7W'=|3|L|_# E4@'_ M (|\$.1" (= B\$0Z M
 \$(ET (!+I 0"32_0 M @\$BD P)%(P_*1#@_M \$0B'0 (A\$_.@ !")= M " 2Z0 \$ DT@\$_.!E 0 _L
 MW4V(5648!_#7I&\$\$\$;3\$1M%"4\$MP83"XC%?#&;!G38|BF8)JY7S|WGG-/_BC*(S# M>>|SG;/<|_&6@
 P*H6F_G?OUATC0-&|5EG0 M"@2Y9T H\$N6=*|+EG0 M"@2Y9T H\$N6=|@P&_2*P4 P#,1H=14P#, M?
 -0?&"P6-(!@ _&_27MS\$P#P3.29"/OZ:;|J F8_Z P_/DLZ5,KF MY.7DK>1L,I?),
 |ECY*%YN_O)%|G%Y+WD@|)B,L'5/0F|@R:#!,'TNFDLO-IESL,+|G%Y,CZNO-DAH::=| 5JOO+|D6-MEZJ2-
 VG|'|@|X)O),!H=-07 S\$?|_0 (|_U|_T>_\$5Y,SI2USS.OE'^2 MF>2UFM3%DLX0&4U>2=Y)KB8 _|&V5ID6
 ZN5\$:&W,+/<|WR5'U|69)C4RT M6_|IEZJ2-VG|'|I@|P#/#|"+,)S!C4%'4'|#|J#P #|U|\$R&&?&\$ESZ0X_/2
 MNS/_<|G>BM?&DDZ:_4 _>2#Y)ODG^ZL&+?KWM2|XHW7UB3CNYE#RCOGJ|F9: MK/%UEZJ2-
 VG|'|I@|P#/#|"+,)S!C4%'4'|#|J#P LYYK<+OT_ (WXPN5|Z M?|_S^1DA>MC2:??&UF.H8K?
 |UJ93W:KKUZOL*6%K;|+ZQ|'|X)+5HL^|S!W M@&&9\$683F#&H*>H.Z'W4'P
 |8|EGL_OGQZ>116=|S_A|5M#Z6=&K.DD|K M>9#L45|JZH,VZ_RA2U:+/@\$3_1P??
 0:4Y7L\$:6=&|LSDLZWR42)Q)2|E8|G2R+=F5'\$L)=^V|35_ M2IY57RIF4_UVTZ=|R5/N725|W,1_T!_@%)&
 MDQ|+?|^|T|660QW9Y.WD_'D^62D^>MX||G6_PZKU>L3|9T.FRM%^OCY%9I M?-
 S59+*C#/:2SGSR;K*SS:|Y(FJO0:~HKY4S.2V4+6<9<.@#:.?+P#,"", M04U1=T#OH_X+WV!
 _LG0G05;45QPIBB LN""Z@!7%|I2Y0-|IBM4X= M*Z|5HC.B=6E=&:!*L4Z;JU6J|6M4+56MS
 |53\$K4JA+K2XK|C@OH+B H* M/6=NOBE^WWM|IGU)7G+O_S?S'V8^|DMR|TE.DGM/\$B(|L_9_U;2O-
 MJ?&WUG+|%ZJRW+|/*;R1|@F:9<|Z0A07FL|1*R4|WG|L.HH#G&:='GK/M99|)^MS.IL|9MO
 |>%6GD^RM|U:Z!=-NSSK:X|/\$>L"|(|B\$:>|Z|^_Q>'0 |R MCA4 ^@_ 'P-@4P"|P#0|@'L#P!
 <^C'6DOMW|_3>%B MQ"^VR&LB:X6XX.&|MS37#|_@!_#D&"L !|!/_@:_I@|V|P"@|0/8'P"_|)Q. M:=-^?

 D^56VPSA_6RLMD(|ORXR-58A|SN9TUK|:R^

 M8,UB35)M|>3GTL_UJZLTUBW|J#;YOBKGE;U=(@)E*^QW4A,7U-|8P50;=-4

 M18VA+V+=|I_HZ2.6JOYOKO(4U@7L@Y@K0X3YT*>UUI*EU_#FLYZ18T|!BB? M+_7C7=83K)M8H(&L-
 |_)H(V6K|ZF/AV*EZO.'&'S.QJRAK|M93ZGOWP+U

 M_->HOXEMCF.M4|G*OW#CI2=&'V#ZENDK<|3_8H)|GMZB7*CH7_-^MPAW_|MHC_-W5^ET&

 <7I3OK"-850/!)?3=#RPICQ?*(|T82^_?ZL|H(Z=*SJ0Y|1 M_->8B:OL>4/K9C2HR5XAY;!=SFVF6_\$^/X-
 J0<3(A|*Y&CON MW.KZ_9IKY:/=2H*W9|U)>M3B|H83_)A|=-^4??C=Z,L*&MISGN6

 M@(*?!BQ_WC1EP8H\$/'R1|ZD:8PF|Q_7|Y9_!S787)*S'LHBFCXYR|8E94\$9 M"W/DM53EM65@/RC'55YC|

 (4ZR2*G|UGK|NYK8ZNCWP92U#KT=RQO^4*TURX6@R<;W^Y0QD4Z,=;|JOB!8-
 @|8J8+^*I4^NY%G+|)M^-ZWS%<,PWH^SX_G&IOL|O:/EDJ#\$>L%D\$FS=S:-NZD|Z@4YK1-
 9VWN3M9WGN4/9 M%NG\$6N^KX'-2HNKS!|_YV:377|T|7#WKQSSW'Z%H";I>\$EG=+/A+:8^N^BS

 M|=-ZAXHM:0+>|7Z3CKUMI3*N&LMUHS\$W@-6=6R78IOQ;?^4?#H M*|X)=5^GS6RSO6^8|@^-*3?

 R_'HR;SMJZ8P2(=\$+2|QL+W MR/R!"?8%,2(|!5.NUBJ_K|6/4E_2L;&'LJZ.V5|B;\$&|1>/O+<7N4C^EP/|

 M|_H998M_J\$G/1'!2;J3'8_T|(<=^B%>E|6GY:59|_A.C/E%Y?=-|P_-Q?8*V=<-V41:PS

 M(|V:99Z_Q=1GAVY/BQ.84Y1M'NG*7K&^DTZY+:4R|H^*XF5|/P&W;-(X|QC MNQ3:C\$_|H^;3_0

 |P@9QF/H_OL=ZCM6ASF|QW#--Z2_NN-G ML(8AOP6LY2.V(1;I@*-!8&&>YS*NP+(N5LC?T>?SVGYK?

 _M%Q.7N0GP4@ MKNIN|.6S::_T(OU@D|N4O+|IXZ%>EVF13@KUOJP^)|R6J/G|(E9|NO2|D|A30

 MUH(QYXH)UDV9V|T:<=TL_PMICX|JG7I&(GLK1H2>1SBK+-(UW:*|9WTJFV

 MI53&72NS_I0H>|"JCNU2;#_.^)|B3P<P_63J/9&_KJ_9GS' M<"TQ|JZPT5<0VQ"

 (=+2|QL+EAON|&8%\$2*|?N"DHXR_/X(T|> MU=YA66|BNP_-=

 |"-9PUDK<|J376L\$ARU#FM3RA86C!|=3_6#C|H6|LVV|C MQ2:_8|!%K NMPRDY3?K)|. M\$|);2B"%

 |_*X(>L@UM|H6UEM>BY3|/KAZ^O|?0|K.M;|K,U975D=*L%=7O6

 M&:Q9%F67:SJH.O|HG60FJG(ML(QVHUU#FNV95K#"I13^N#|_6GZ6#S0A_0|32LZJ|I2'QYF7L;J|Z*2BH_P

 =&O6-|_-'7&Y;U_/|6GK*#ZA|74 M&%K|V7|5-|H@_T'&amp

%/8%L3%>8[M_6*9Q02:~QR5\SI#/1OB M*!)2MJ/LMWTRE0^VS9;A/7(%R9,&T?
TMQ+=*9KYY_7F37R5O(?.*[_++MH+I(\$,8)AG1EI^W6*]HE 'FI GD-->1U20//:5]#VN]2MM-
W420X^GU#^H>@ MCF*^4;&I2H/&]6H.8BN\C*3L/&.*6G;WSGN8W4)/>FZQV#FW;3J59+H?
M%DAS\F4:TYT"8VP>\$:7.?+|XJ|^1MEIG%7S5V7MLUN?HGM@Y+X!TB_
MJ@I!%=I2C^Y.GO=LB[2+|**>QD9L2RS2_4\$;+1.W<;>JSC1: O MB!;9 ;M08[L]+=/9G?2?|>J_MH*Q3-
'E,B^!9QEX^VS9;A"O(IZKB,RE.13IR M*LR.#>0A'Z1?UZ0_CXH[MF47Q:+|FF@_/?DL_-VI,L-18(\$U37SW+
MD: ^2G6UU)^O)CJ?M44I4B.6MA2K M^QMF*/?X!003B93F(IV4QG8IM1F7ID_=IP_4!39^*?6NZH M9!>?
XOM=K2DN<;CCYV&S<>&I\$=L3BW1 T::;"XD|P>U|K OB)#AI+USO:# MJESWEB:M4QR4U?
5N\ZZ)O7RV;380\$BRJ"^1ZQ\$%Y92_XG9J_2.)B37|HHYBG%!R
MN\NXX!72|P;MHLUM10K%OB|2_L4NYVC2&^/0ME.U^9R=V'QG:F1CDV;EFW*| M+TM?
DOI5G3T(S^;NBWSV54:+|=G-8^NE!2K5#QH.017&9|1V8G4R;K|JV;V MV2T:71)?
5)5YY&@ "L:;E&/V8+"R8L;D_7=70G\Z/B&EL5U*;<E_5/WZ0_M (!+^!P _|NOK37!
I_4E\$053LG7OP5T45P|HL;E9&8I@F9-C.+>SOCJY>2#E,IJ64I3MJHD8_0\$"RT M4<
G*!C(OQ"0I|WZXS1|WONO=_O|MV5>S^?F?.'(HSSKUGS^|9->|N-08 M
@*OI9>\$+0!1_1P|IBPG(UK."C3+ZNIH M9:F@|U@/>7;18.1>VBAU0N)Q/S3|PL=OJ-+;N'OQN;BCI:;)3=F-
MJ*F--;1U_A#"WJ8":1/N.5.Z%S26L_=KB2|53C_M>D).M5U...;J_BGTZ0
_UP@^EZC>K|D73X7|N=F*_6W|UMV0W_7 M" |HUY)AV_XKF;%D>%G1-=^SW#!/ND,YXA|_O8!'+9|!^?
(|TL*V#K_D:W+ M!|O7E|1UO*#K\$4|YMJ-I'%1K-7'H31NE3D@X|C?G3&)|_O0|RZ57!|LWMJ'S_M<>-
WX|YQ@O!%'+=:8/1YQ35)|_LOM|N4QAK8J;N|X<0|O+;|A..?>|F9;9@_MZV;E|?\$(U^ ^,##B-
DE_%6L;SN3T|F_5#*;>:EQ/B*FV MBREG7_4_A3X=" @+*TN&UUD9>L2>GROU?;Q|FZ.C6|Z>B?GF6*7
M1"U5'%<.Z4"E"1J" |J9QHYWT7-D|V.(+RCEY;|HK^)|NB|H4_ EPBZ/ZG@_M?6KWKVC.EBV-
@BZ#G'L|V\$FS"&=?SI^CE..?\$.U:_G_/3|V|Q;3U=D;U9) M7?<*NB9ZS#6I3IA &Z5.2#3NV6;J-
P5=%WEX3|5|!"UI^E2&LP1|H|SKP|X_& MW9?"JN0HP>|O*ZE-0ME-H=VG;-;\$1AWG#Z'LYKS2-
Q2H%0N:1YKK=,R7BJ<3TAIMHNIHQO%?;4 M^G0 (-R9(=P%|BNUZ:.*FKBK7;>W)L.*X YM#&GJ*7)
(9Z7B MV')(|RI/T*JYML;S32.^Y+KB ?AM(69?;5/OEP6=JZQ|N.?YPBZKU+P3K7|
M5S1GRS!|T;Z:1QF=\$FE;|&I I"Z_CM(|A;Z:'*QWZ/CK^U@|KLO6O\$GIZ M65G30L|*X;+!IMS@?;.%I-
&J1.2C?L>@|HWK SS)|Y&Y+RKT27U99_(76?| M; &8<.%K?L+S.N/L|KP^DKR;>|J0V"64WA7:?
PE@3&W6;EM/ MB*FVBREG7_0_E3X=" @#%>;KM>E|FY#5Q5|Q_08.=^*SW:U)_| MW4Q3I(#.^WMXM.
(A: @|0:MDKM9V6MH/O4 M#GS^B: W^YK+,8'?
J7;_BN9L&:8)>F9X|OW7|OI#;I;|>D|H|Q@NT|:;4"8G&_0P3YK;YV8+=T|K0|SM!WSD=
M^/EU0>|OE;?;03?^U-2FX2RFTJ|CWV|LB8TZSA|"V9/T_=G3,SPDV#Q=65N<
M)/BZB|HIROXJU)A|:4)|41WFD9<:T)I+,<|U0HRGVM838JKM8LH9%_%/I4|' M
HRE@K&|W_KTFMMK)#&_JJV".>|>?7VWH;-5\$J|3|VL28VZCA_"&6QJBI!?!
K33RWZ5|F^/HK;J1H^ZL08_ ;D MA|JB.LPC)QG0FDM;|^|KE(VGVM838JKM8LH9%_%/I4|' H0G8@_M9;
H>DWJ_#9U5K5'"#3;|R39R|;6|N_H,X#3+'#/YO+6L4QYI.!\$E0WQOJ M&C|<2<_R@I7MB2^YKIB1.?J=
(-HWF?GVMW\$W|W*9PNV+VO#7W9K1M+C=N<|L)^C);'+X?@::QD;|;T MVZT|866|E>7-
A84BBQR2K%;2FX2RFTJ|CWV|LB8TZSA|"V9/TG>C|&4YVG)|^ MN5OP|6QJL;K|JYC|^T3ZHOJ;(_R|&=#|
|AG-M_|HJ;7>CO|EBF;(|T(EJ|^R\$|3KL#"^;+Y5SA7&|P;1;"!?!+CX M00>ZCS#E?
P|WC1N&3_|RL<|OUOM_A7)V3*!;*KYHLH'&66J/Z2SI> (8A/! ? MBZVB/"KH6_Y@H|H|+ZK_06|<|K4>9V@|
I(V|UNJOW;2K;)|ZJ+FV_R+N4|3E5VTVE
MW<<^UL1(W>8/&NN003T|P|Z"S6>4M4|T^V_CJ)\$JR8%4QNRA"?5%=9A'#C7I
MD4HN:>WYBD;3S76C+4=C'E#&N# Q=G+--;LNC0,K8#057N M\$<_V+S|H_*Y79FMSG|Y-
Z|KCC;'="|8@OI@3|X%2<|PZM61A! ? M|JIT=S M|&@5JVL P|T|/VHGP>|B-G6..?+A_"U* MZ-JB.<97<9
C^ZK9SUHLO/B4F-JZ;|NIM/O8QYI8|=A06,=,MS3,XS(FI-W
MNL|BLH^6U@AVH4;R;B^U;_M00G&OPSRRKTD'ZM_P<|T0XZG6FC&&VBZFG&%M M\$ H'C9WN!_F*
|7HG|1H>ZJ|XAGOV\$|RLRV47|HPWC4OHI7|W M5W&L:;0#01/4)=E7&JXT^2?
F=B;^;+""@+S;_/9Q9&=TCIV)>H_ SS1^Q'+Q M0JA,*>8SK\@%)_K0)UG:"GCZO%/YN\$#62-
WLICMG=\$HH^>:1W4P;4/_JF.N%&\$|U MUXR:|08%FS| MP8^ ZS.'NAD,ZH?V/S=9:PR&=NK71
MNM186NU)&Y%Z>GQ7/06|ZS00>Z&@|82>FX2|Q\$S|Z^EC,VLTG1G|U4VCV'
M=;)2A_F#QCIDRP#YN:%#GUWWT5(?MA4UDA=|C-GZ;3/_C -R2<|<+|1XJKT= M:ZSM8LP9U@8!
#RR;X*TVH=|(L;I=:=0#JA)T899F51CM_9%W9V)|S|T|)V0VXZX4X37%L|QPC;TK: MWI&=PTWC|
%ZX^:'L4>;^6|2|B_F+^GT-1S2">U_+8V&C97U;V-UJ7&TFHO MM4,ZV9C;A/3VU9Z%|1N_EONJ*1Z=
|P2.25|?2R;X ^ALK%U@YVLH8*Y|P MC5M3LHW8/0*U20|IZ&CW'+10:0#JA*T+
(,MO)"CL_9)!&\$|HHXUM7IAA=/T|=?Q| M_V<9F6&R?|5IXLMK)SPOZYRM?
E@H|GMKQ\$;AG=#^QV9KC:"C7R)C+6VT MGC665GNK!1W|;ZK_8+=E1WJ_HN@^_@"?
W^"D6_JZ)2A5E;DQ_IV*V_|M/- M<\$@GI7;/(1U=I#A_T%B';!<@/URZPCY?M|)-HOZYRM<%@IY=;VW
M489#J'|C|W6FX*.E.9RVB@U5BQQ?T|0L:/=|
|63D318.=1.^YG.*23>KOGD(YN4I@_*Q#AGMZAA&"S24.UEE<'M)Y M7?B|7:B1G-ICS(I'-O-
(W9!+^N9Z(<;3V-MQE;5=S#G#VB \$ ^ MFY2+1EXR87Y'=AEOL2\$ '8"VMI#=#);W::SL@_Z>A#3*^~:9
Y4.O@=5^ ZR M#9)?8V-LNL+^G==HOZYRM=9@H/>'I/\$PR'=\$+|'YLM:5P_I&QEC9;SQ|+
MJ|VY@H|H|+ZK_06|TOGEW@Y&_C"H^6^Z^MO53=V=SE_>%9|I%(?O
M>+CAD\$|H9Y#;G\$1X_RA"#TKKD/VIA2??06;SRAK2L%7|=1(SFSQY@=5|R9 M1^J%7-
*YOA)B/\$VM9015V|6>,ZP- @_Y;AG7(C_R 'WU4CB+38\$ MH/0U!;R6|>>SO'S+2M|\$.ZP- @ M "DSW|!
#_ ^Q=" +CD\$5-1@\$0|HM=\$"VHJ;VL_+!;4>I=5JHB"M M5SRJF&H:C(W5VC2>0:D6%0LB-
2#;+16U%*MB <"&C4|K;HU*+@_8("=B?O M2T3*/_M^W|O7|/|<R42\$ _W|F=G=V=W;?G5TB
#JXH0\$)36.M-@|64E| MBXX 8 ! (Q1\$>NFEY'I%AO/RM ^ M5_WU@B|RA1|XTWH;RKZP6|
MUSC@R;PSQ%^;Z|P>T_=V#59X#_5<1V?XM\$G8XT1K03FX0?YQK_W_I|6D_V
M<%R&;P6.0Z|PU|97"3K')N8WEPJVVH\$8R9D^S-FZVAWKR'2|OA1|W|6)S:>M M\$#.ZB.VT|QGL#0("'
'4C2:0SW6.P=j:2|14<,"DX O= MCX+.8#2CRO8%|I_'8LNID>NGFY'7! ?NF96B?J_YZJ;#SCIVCNNB@Y%W

M"4DZL>W7INM8@6-5&0=HGVOAHZT98Z6J3XH[9GFL*RGAB1'<|[@HX!&_F=
M@99YLH,#NUX0=.SBN(YO)23IY.[W2-+) S[6#]+XU\>Q_4<'CD,>]=0.?Q=T MGI*8SPP7;'T+,9(S?
9BS=;4[UT'I GTIGK[3\$IM/6R5FK!O;:>\SV!L\$ M #N0I%,=*B=\$GE2BH>_M#0WJ(C !@ 8OM"5R,S"
DZN;8O M4.HH6U>"F3#PX(-SR101[0[LM0_M<[5<.6%8+7\$,FY0M!QV49^_G+AYR]W M9-
-20<<6#NNXG9\$%'GTRUACAJCRY^#V2=/*!Z_7#*P*?ZQ>'KPD<*W]&Q2WU
M+K%5R=N6SD&)^F*ZSJK=N3^J)_",\6#W18*_SCL MX|++.(OHJR_(A9_?)O^)^0Y|+.CHIK.-
AGF/^6&.\$J_+DXO=(TLD'KM3S3VG"78?!=B)"?Z,%K"/3!/I2/'WM MRWDLA?FTU6+&.K&=|CZ#O4\$ B(I
<|FH|&IEO*TA M-A2 #AK+%_AVQ?O)GJ"S%YJNIO;@="\$UR;=Z;Q?(CDV-?" +8NHLV+8Z
M@79T;9+_GJ6Q397AY#YMLXUA"2=%S7J.L\|>1RN=:.#?K>%?AVP'2=7;O? M(O"8603AS9W,?
(O0=|\$QW4TM^)"_2"2#P"Y@O0\$;U^>A|P'/'&B-23CYP07Z8(!=Y|#N@RG\X4Z6IQV6@0IX/B?
HNBUIGQDMV,R'>W=&C%1; M7RYS=LRQ.W2\@'5DFD! ?BJOO|D3FTU;+&>O\$=MK|#/8& 0 M " ^Z2/N
M\$G)I<+%1|!9L^S"!MG1MG|O^NI613P6^&0!*SQ_F_TE^GT9\$DD|>NGJ1?.OR M-B-;*IYK-
>B;)_#MCRD|NW8?0N%>|K08HFL_QW5T+E4|>#U1^+G1#NU9*.@YMRI&.0G_||2QQ@B7YO\$=MK|
M#/8& 0 " ^TLV=V^>ZOXZW<%Y0L_P74;4/O4C209*.MA+\$6ONGD|H I*;*JW'_KN%?
A^A2D|NW;GF/M5@8M?UW-QVSG?ZB|= *Z9BD1/ ME|B&BIN*-Z;O8RI>#Y1>\$_.3?
|>W0GF>\$|DIRP;|F=XA_P?D8HT1+LN3@|C M22(<|EPG;Y7C=QUT-|)(T/%FXO'T'RUU=-EBI%KZ(%K"/3
_I27'WL|PLCSZ>M&#/6B>VT|OGL#0(! M?&C?J^4!&R7Q;10V!YB0P'HH""|@0JW4CZ\$W12'.Q2LPD?
|PK|5;@#OC6N M9V|[^.7|.'N(QX3'!KILK|J1N7|4^T@RV)_DF0L;SF^0>0|43 M=)"D@R0="7P;IBT;?
HJ1;A|'P6'E6-&*/BJ|^C +L4&6|3|*PC?2(!:MFYA MY!6+CA.BQ% C'EWK;^O<="LR3M"UQLCN-
;@Y5GPBP!P<^H1;.LO\$;9-?N'1M&|C&E"S.\$QOPC7Y='N|TC2B3/&:U@_5-E3 MF4S-
W3S.3X;OH'B'.S>46ZG8J&T\$ /_W6WC?+/'U"%VA3JZUDA7!|K87_@%
MX)DM.E|E.F?""|CQ0M81Z8%|*7X^KJ0_)H.RRU-Q#;L|Y."MD&KQ';^PSV M!N.O?|/?O"#'_S@!S_XP0|^
(.?_/'C!'Y<_I?W/4&7DRX\$.<<#3EZI= M-'2NT080&PIH'<0>A&P?.CXD'0DZJ0|H2-
))#Q=:ZN"P2';M;K'KP@;:E6|R MOL'(_M3<8<2=J4@:D>SY-U7_H)JZ?57|2+-@.Z|F/W,R%U4W/*^BY%-
R_KI M;F17(R;_W&WD--S(;E2\%M\$|4'F0L-/|\?7JRVBZEX?;.*30 MP1|;I6L;??
N+LKQKA#5'5|>V=*M0'_R2X;""*?|VI.. "ZC!H|;:%77)V.-\$3|* MHJGOD:03=XQ/>?W &%BA;N^GXI7-
MC1R\$22+Y>(D:2S+IGN.Q6Y^>>>K|>7'RD8|+2U;RM.>A)XPGA3/|
|5'Q.BX4723|HTZZ)=EUI9+J12XT<2<5! MJ1V-|*3B=E|^+|_2