



provide a prospectus supplement to add information to, or update or change information contained in, this prospectus. To the extent there is a conflict between the information contained in this prospectus and any prospectus supplement, you should rely on the information in the prospectus supplement, provided that if any statement in one of these documents is inconsistent with a statement in another document having a later date, for example, a document incorporated by reference in this prospectus or any prospectus supplement, the statement in the later-dated document modifies or supersedes the earlier statement. This prospectus is part of a registration statement that we have filed with the SEC pursuant to which the Selling Stockholders named herein may, from time to time, offer and sell or otherwise dispose of the Class A common stock covered by this prospectus. You should rely only on the information contained in this prospectus or any related prospectus supplement. We have not authorized anyone to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. The information contained in this prospectus is accurate only on the date of this prospectus. Our business, financial condition, results of operations and prospects may have changed since such date. Other than as required under the federal securities laws, we undertake no obligation to publicly update or revise such information, whether as a result of new information, future events or any other reason. This prospectus contains summaries of certain provisions contained in some of the documents described herein, but reference is made to the actual documents for complete information. All of the summaries are qualified in their entirety by the actual documents. Copies of some of the documents referred to herein have been filed, will be filed, or will be incorporated by reference as exhibits to the registration statement of which this prospectus is a part, and you may obtain copies of those documents as described below. You should read this prospectus in its entirety before making an investment decision. You should also read and consider the information in the documents to which we have referred you in the section of the prospectus entitled "Where You Can Find More Information." This prospectus does not constitute an offer to sell or the solicitation of an offer to buy any of our securities other than the Class A common stock covered hereby, nor does this prospectus constitute an offer to sell or the solicitation of an offer to buy any securities in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. Persons who come into possession of this prospectus in jurisdictions outside the United States are required to inform themselves about, and to observe, any restrictions as to the offering and the distribution of this prospectus applicable to those jurisdictions. This prospectus contains references to trademarks, trade names and service marks belonging to other entities. Solely for convenience, trademarks, trade names and service marks referred to in this prospectus may appear without the ® or TM symbols, but such references are not intended to indicate, in any way, that the applicable licensor will not assert, to the fullest extent under applicable law, its rights to these trademarks and trade names. We do not intend our use or display of other companies' trade names, trademarks, or service marks to imply a relationship with, or endorsement or sponsorship of us by, any other companies. **ii** **PROSPECTUS SUMMARY** This summary highlights, and is qualified in its entirety by, the more detailed information and financial statements included elsewhere or incorporated by reference in this prospectus. This summary does not contain all of the information that may be important to you in making your investment decision. You should read this entire prospectus carefully, especially the "Risk Factors" section of this prospectus as well as "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Risk Factors" and our audited financial statements, unaudited financial statements and related notes thereto, which are incorporated by reference into this prospectus. In this prospectus, except as otherwise indicated, "Longeveron," the "Company," "we," "our," and "us" refer to Longeveron Inc., a Delaware corporation. **Business Overview** We are a clinical stage biotechnology company developing regenerative medicines to address unmet medical needs. The Company's lead investigational product is Lomecel-B®, an allogeneic Medicinal Signaling Cells ("MSC") formulation sourced from the bone marrow of young, healthy adult donors. Lomecel-B® has multiple potential mechanisms of action that promote tissue repair and healing with broad potential applications across a spectrum of disease areas. The underlying mechanism(s) of action that may lead to the tissue repair programs include the stimulation of new blood vessel formation, modulation of the immune system, reduction in tissue fibrosis, and the stimulation of endogenous cells to divide and increase the numbers of certain specialized cells in the body. We currently have three pipeline indications: Hypoplastic Left Heart Syndrome ("HLHS"), Alzheimer's disease ("AD") and Aging-related Frailty. Our mission is to advance Lomecel-B® and other cell-based product candidates into pivotal or Phase 3 trials, with the goal of achieving regulatory approvals, subsequent commercialization, and broad use by the healthcare community. In November of 2023, Longeveron received notice from the World Health Organization ("WHO") that "Laromestrocel" has been selected as the proposed International Nonproprietary Name for Longeveron's Lomecel-B® product. Assuming that there are no third-party objections to that name, the name will be recommended for adoption by the WHO. Longeveron plans to adopt that name if it is recommended by the WHO. **HLHS** Our HLHS program is focused on the potential clinical benefits of Lomecel-B® as an adjunct therapeutic to standard-of-care HLHS surgery. HLHS is a rare and devastating congenital heart defect in which the left ventricle is severely underdeveloped. As such, babies born with this condition die shortly after birth without undergoing a complex series of reconstructive heart surgeries. Despite the availability of life-saving surgical interventions, clinical studies show that only 50 to 60 percent of affected individuals survive to adolescence. Early clinical study data shows the potential survival benefit of Lomecel-B® for HLHS patients and supports Longeveron's belief that this data shows the potential to alter the treatment landscape for patients with HLHS. We have completed a Phase 1 open-label study ("ELPIS I") that supported the safety and tolerability of Lomecel-B® for HLHS, when directly injected into the functional right ventricle during the second-stage standard-of-care surgery (adding minimal additional time to the surgical procedure). Preliminary data revealed that several indices of right ventricular function show suggestions of either improvement or prevention of deterioration over one year following surgery. Heart transplant-free survival for patients who received Lomecel-B® intracardiac injection is favorable as compared to historical controls for survival. The improvement in HLHS survival following the Phase 1 ELPIS I clinical trial resulted in acceptance by the American Heart Association ("AHA") for a poster presentation of the data at an AHA meeting in November 2023. **1** Sunjay Kaushal, MD, PhD, Joshua M Hare, MD, Jessica R Hoffman, PhD, Riley M Boyd, BA, Kevin N Ramdas, MD, MPH, Nicholas Pietris, MD, Shelby Kutty, MD, PhD, MS, James S Tweddell, MD, S Adil Husain, MD, Shaji C Menon, MBBS, MD, MS, Linda M Lambert, MSN-cFNP, David A Danford, MD, Seth J Kligerman, MD, Narutoshi Hibino, MD, PhD, Laxminarayana Korutla, PhD, Prashanth Vallabhajosyula, MD, MS, Michael J Campbell, MD, Aisha Khan, PhD, Eric Naioti, MSPH, Keyvan Yousefi, PharmD, PhD, Danial Mehranfar, PharmD, MBA, Lisa McClain-Moss, Anthony A Oliva, PhD, Michael E Davis, PhD, Intramyocardial cell-based therapy with Lomecel-B® during bidirectional cavopulmonary anastomosis for hypoplastic left heart syndrome: The ELPIS phase I trial, European Heart Journal Open, 2023. **1** **The ELPIS I trial showed 100 percent transplant-free**

survival in children at up to 5 years of age after receiving Lomecel-Bâ„¢, compared to a 20 percent mortality rate observed from historical control data. Based on these findings, the U.S. Food and Drug Administration (the â€œFDAâ€) granted Lomecel-Bâ„¢ both Rare Pediatric Disease (â€œRPDâ€) Designation and Orphan Drug Designation (â€œODDâ€) for treatment of infants with HLHS. The FDA also granted Fast Track Designation for Lomecel-Bâ„¢ for HLHS. Longeveron is currently conducting a controlled Phase 2b trial (â€œELPIS IIâ€) to compare the effects of Lomecel-Bâ„¢ as an adjunct therapeutic versus standard-of-care (HLHS surgery alone). We hope that a positive outcome could add to the clinical data suggesting the functional and clinical benefit of Lomecel-Bâ„¢ as part of standard-of-care treatment in HLHS patients. A Alzheimerâ€™s disease A In September 2023, we completed our Phase 2a AD clinical trial, known as the CLEAR MIND trial. This trial enrolled patients with mild Alzheimerâ€™s disease and was designed as a randomized, double-blind, placebo-controlled study across ten U.S. centers. Our primary objective was to assess safety, and we tested three distinct Lomecel-BTM multiple dosing regimens against a placebo. A The study demonstrated positive results. Notably, all Lomecel-Bâ„¢ treatment groups met the safety primary endpoint and showed slowing/prevention of disease worsening relative to placebo. There were statistically significant improvements in the secondary efficacy endpoint, composite Alzheimerâ€™s disease score (â€œCADSâ€), for both the low-dose Lomecel-BTM group and the pooled treatment groups compared to placebo. Other doses also indicated promising results in slowing/prevention of disease worsening. Additionally, a statistically significant improvement versus placebo was observed in the cognitive assessment (â€œMoCAâ€) and in the activity of daily living observed by a caregiver and measured by Alzheimerâ€™s Disease Cooperative Study Activities of Daily Living (â€œADCS-ADLâ€). The study indicated potential preservation of brain volumes in some but not all AD related areas of the brain. The results of the CLEAR MIND trial have been accepted for oral presentation in the Featured Research Session at the 2024 Alzheimerâ€™s Association International Conference (â€œAAICâ€) to be held in July 2024. The magnetic resonance imaging (â€œMRIâ€) results from this trial have also been accepted for a poster presentation at AAIC. These findings support both the safety and potential therapeutic benefit of Lomecel-BTM in managing mild Alzheimerâ€™s disease, and we believe lays the groundwork for subsequent trials in this indication. A In July of 2024, the U.S. Food and Drug Administration granted (i) Regenerative Medicine Advanced Therapy (RMAT) designation and (ii) Fast Track designation for the Companyâ€™s lead investigational product Lomecel-BTM, an allogeneic medicinal signaling cell therapy product isolated from the bone marrow of young, healthy adult donors, for the treatment of mild Alzheimerâ€™s disease. A Established under the 21st Century Cures Act, RMAT designation is a dedicated program designed to expedite the drug development and review processes for promising pipeline regenerative medicine products, including cell therapies. A regenerative medicine therapy is eligible for RMAT designation if it is intended to treat, modify, reverse or cure a serious or life-threatening disease or condition, and preliminary clinical evidence indicates that the drug or therapy has the potential to address unmet medical needs for such disease or condition. Similar to Breakthrough Therapy designation, RMAT designation provides the benefits of intensive FDA guidance on efficient drug development, including the ability for early interactions with FDA to discuss surrogate or intermediate endpoints, potential ways to support accelerated approval and satisfy post-approval requirements, and potential priority review of the biologics license application (BLA) if Priority Review designation is granted following BLA submission. A Fast Track designation is available to a product if it is intended, whether alone or in combination with one or more other drugs, for the treatment of a serious or life-threatening disease or condition (or serious aspect of a condition), and it demonstrates the potential to address unmet medical needs for such a disease or condition (i.e., there is no available therapy for the condition, or the conditionâ€™s treatment or diagnosis is not adequately addressed by currently available therapies). This designation is intended to facilitate development and expedite review of drugs to treat serious and life-threatening conditions so that an approved product may reach the market expeditiously. Investigational therapies that receive Fast Track designation may be eligible for Priority Review (i.e., review of an application within six (6) months of receipt versus 10 months) if relevant criteria are met at the time of application submission to the FDA, as well as rolling FDA review (i.e., the FDA may consider reviewing portions of an application before the complete application is submitted). A 2 A A Aging-related Frailty A Improvement of the quality of life for the aging population is one of the strategic directions of the Company. Life expectancy has substantially increased over the past century due to medical and public health advancements. However, this longevity increase has not been paralleled by health span â€“ the period of time one can expect to live in relatively good health and independence. For many developed and developing countries, health span lags life-expectancy by over a decade. This has placed tremendous strain on healthcare systems in the management of aging-related ailments and presents additional socioeconomic consequences due to patient decreased independence and quality-of-life. Since these strains continue to increase with demographic shifts towards an increasingly older population, improving health span has become a priority for health agencies, such as the National Institute on Aging (â€œNIAâ€) of the National Institutes of Health (â€œNIHâ€), the Japanese Pharmaceuticals and Medical Devices Agency (â€œPMDAâ€), and the European Medicines Agency (â€œEMAâ€). As we age, we experience a decline in our own stem cells, a decrease in immune system function (known as â€œimmunosenescenceâ€), diminished blood vessel functioning, chronic inflammation (known as â€œinflammagingâ€), and other aging-related alterations that affect biological functioning. Our preliminary clinical data suggest that Lomecel-Bâ„¢ may potentially address these problems through multiple potential mechanisms of action (â€œMOAsâ€) that simultaneously target key aging-related processes. We previously completed our Phase 2b trial in Aging-related Frailty and are continuing to use Lomecel-Bâ„¢ in registry trials in The Bahamas, which we hope may be considered as part of the real-world data generation for this indication. A Implication of Being an Emerging Growth Company and Smaller Reporting Company A We are an â€œemerging growth companyâ€ as defined in the Jumpstart Our Business Startups Act of 2012, as amended, or the JOBS Act. We will remain an emerging growth company until the earlier of (1) the last day of the fiscal year following the fifth anniversary of the completion of our initial public offering, (2) the last day of the fiscal year in which we have total annual gross revenues of at least \$1.235 billion, (3) the date on which we are deemed to be a â€œlarge accelerated filerâ€ as defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended (the â€œExchange Actâ€), which would occur if the market value of our Class A common stock held by non-affiliates exceeded \$700.0 million as of the last business day of our most recently completed second fiscal quarter or (4) the date on which we have issued more than \$1.0 billion in non-convertible debt securities during the prior three-year period. An emerging growth company may take advantage of specified reduced reporting requirements and is relieved of certain other significant requirements that are otherwise generally applicable to public companies. As an emerging growth company, we may (i) reduce our executive compensation disclosure; (ii) present only two years of audited financial statements, plus unaudited condensed financial statements for any interim period, and correspondingly reduced Managementâ€™s Discussion and Analysis of Financial Condition and Results of Operations disclosure; (iii)

avail ourselves of the exemption from the requirement to obtain an attestation and report from our auditors on the assessment of our internal control over financial reporting pursuant to the Sarbanes-Oxley Act of 2002; and (iv) not require stockholder non-binding advisory votes on executive compensation or golden parachute arrangements. We have availed ourselves in this prospectus of the reduced reporting requirements described above. As a result, the information that we provide stockholders may be less comprehensive than what you might receive from other public companies. When we are no longer deemed to be an emerging growth company, we will not be entitled to the exemptions provided in the JOBS Act discussed above. We have elected to avail ourselves of the exemption that allows emerging growth companies to extend the transition period for complying with new or revised financial accounting standards. This election is irrevocable. We are also currently a smaller reporting company as defined in the Exchange Act. We may continue to be a smaller reporting company even after we are no longer an emerging growth company. We may take advantage of certain of the scaled disclosures available to smaller reporting companies and will be able to take advantage of these scaled disclosures for so long as our public float is less than \$250.0 million measured on the last business day of our second fiscal quarter, or our annual revenue is less than \$100.0 million during the most recently completed fiscal year and our public float is less than \$700.0 million measured on the last business day of our second fiscal quarter. In the event that we are still considered a smaller reporting company, at such time as we cease being an emerging growth company, the disclosure we will be required to provide in our SEC filings will increase but will still be less than it would be if we were not considered either an emerging growth company or a smaller reporting company. Specifically, similar to emerging growth companies, a smaller reporting companies are able to provide simplified executive compensation disclosures in their filings; are exempt from the provisions of Section 404(b) of the Sarbanes-Oxley Act requiring that independent registered public accounting firms provide an attestation report on the effectiveness of internal control over financial reporting; and have certain other decreased disclosure obligations in their SEC filings, including, among other things, only being required to provide two years of audited financial statements in annual reports. Decreased disclosures in our SEC filings due to our status as an emerging growth company or smaller reporting company may make it harder for investors to analyze our results of operations and financial prospects. 3 A Summary of Clinical Development Strategy Our core strategy is to become a world-leading regenerative medicine company through the development, approval, and commercialization of novel cell therapy products for unmet medical needs, with a focus on HLHS. Key elements of our current business strategy are as follows:

- Execution of ELPIS II, a Phase 2b randomized controlled trial set forth in greater detail below, to measure the efficacy of Lomecel-B in HLHS. This trial is ongoing and is being conducted in collaboration with the National Heart, Lung, and Blood Institute (NHLBI) through grants from the NIH.
- Continue to pursue the therapeutic potential of Lomecel-B in mild AD. We completed a Phase 2a trial, the (CLEAR MIND Trial), which demonstrated the potential benefits of Lomecel-B over placebo to maintain cognitive function and slow deterioration of brain structure atrophy, with no safety issues observed. Specifically, the safety primary endpoint was met and the trial demonstrated a statistical significance in the secondary CADS endpoint. Overall, in Lomecel-B groups, brain magnetic resonance imaging (MRI) demonstrated whole brain volume loss slowed accompanied by significant preservation of left hippocampal volume relative to placebo. We plan to continue to analyze the data in order to further develop our clinical development strategy. Our objective is to forge strategic collaborations for the advancement of Lomecel-B in addressing AD. We are actively in pursuit of a partnership to propel this initiative forward.
- Limited focus on our international program. In line with the Company's strategic direction for 2024 and moving forward to focus on HLHS and AD as set forth previously, the Company has discontinued its clinical trial in Japan to evaluate Lomecel-B for Aging-related Frailty. The Company will continue to enroll patients on the Aging-related Frailty and Cognitive Impairment registry trials in The Bahamas and plans to also launch an Osteoarthritis registry trial in The Bahamas.
- Expand our manufacturing capabilities. We operate a current good manufacturing practice (cGMP)-compliant manufacturing facility and produce our own product candidates for testing. In addition, as previously announced, we have initiated work under our first manufacturing services contract with a biotechnology company developing first-in-class therapeutics from neonatal mesenchymal stem cells (nMSC), to generate third party contract revenue. We continue to improve and expand our capabilities with the goal of achieving cost-effective manufacturing that may potentially satisfy future commercial demand for certain potential Lomecel-B commercialization opportunities for our primary indication, HLHS.
- Collaborative arrangements and out-licensing opportunities. We will be opportunistic and consider entering into co-development, out-licensing, or other collaboration agreements for the purpose of eventually commercializing Lomecel-B and other products domestically and internationally if appropriate approvals are obtained.
- Product candidate development pipeline through internal research and development, and in-licensing. Through our research and development program, and through strategic in-licensing agreements, or other business development arrangements, we intend to actively explore promising potential additions to our pipeline.
- Continue to expand our intellectual property portfolio. Our intellectual property is vitally important to our business strategy, and we have taken and continue to take significant steps to develop this property and protect its value. Results from our ongoing research and development efforts are intended to add to our existing intellectual property portfolio.

4 A Clinical Development Pipeline in 2024 We are currently in clinical development of a single product, Lomecel-B, for three potential indications:

- Indication Geography Phase 1 Phase 2 Phase 3 HLHS U.S. Alzheimer's disease U.S. Aging-related Frailty\* U.S. Hypoplastic Left Heart Syndrome (HLHS). The FDA granted Lomecel-B for the treatment of HLHS a Rare Pediatric Disease (RPD) Designation (on November 8, 2021), Orphan Drug Designation (ODD) (on December 2, 2021), and Fast Track Designation (on August 24, 2022). HLHS is a rare congenital heart condition affecting approximately 1,000 newborns in the US annually. HLHS is a birth defect that affects normal blood flow through the heart. As the baby develops during pregnancy, the left side of the heart does not form correctly so that babies are born with a single ventricle. It is one type of congenital heart defect present at birth. Because a baby with this defect needs surgery or other procedures soon after birth, HLHS is considered a critical congenital heart defect. To prevent certain death shortly after birth, these babies undergo a series of three heart surgeries (staged surgical palliation) that reconfigures the single right ventricle to support systemic circulation. Despite these life-saving surgeries, HLHS patients nevertheless still have high early mortality and morbidity rates due primarily to heart failure.
- We are currently conducting a Phase 2b clinical trial (ELPIS II) under FDA IND 017677. ELPIS II is a multi-center, randomized, double-blind, controlled clinical trial designed to evaluate Lomecel-B as an adjunct therapy to the standard-of-care second-stage HLHS heart reconstructive surgery which is typically performed at 4-6 months after birth. The primary objective is to evaluate change in right ventricular ejection fraction

after Lomecel-Bâ„¢ treatment versus standard-of-care surgery alone (38 subjects total: 19 per arm) at 12 months. This trial is over 50% enrolled and is funded in part by the NHLBI/NIH. While we cannot predict a specific time when the trial will be fully enrolled, the current plan is that enrollment will be completed by the end of 2024. A ELPIS II is a next-step trial to our completed 10-patient open-label Phase 1 trial (ELPIS I) under the same IND. This Phase 1 trial was designed to evaluate the safety and tolerability of Lomecel-Bâ„¢ as an adjunct to the second-stage HLHS surgery, and to obtain preliminary evidence of Lomecel-Bâ„¢ effect to support a next-phase trial. The primary safety endpoint was met: no major adverse cardiac events (â€œMACEâ€) or treatment-related infections during the first month post-treatment, and no triggering of stopping rules. Furthermore, fluid-based and imaging biomarker data supported multiple potentially relevant mechanisms-of-action of Lomecel-Bâ„¢, and the potential to improve post-surgical heart function. In addition to the 12-month follow-up evaluation on ELPIS, we continue to follow these patients on an annual basis for the survival status. As of June 2024, all ten patients have survived (100%), seven of the patients have reached the age of five and have successfully undergone the third-stage surgery, and two of them have reached the age of six years old, all without the need for a heart transplantation. Based on historical data, the incidence of interstage attrition between the Glenn operation (Stage 2) and Fontan (Stage 3) ranges from 6% to 12% with the most common cause of death being right ventricle (â€œRVâ€) dysfunction. Longer-term follow-up studies showed that the transplant-free survival to age 15 is only approximately 50 % in these patients. We intended to continue to follow-up with all patients who participated in ELPIS I and ELPIS II studies for up to an additional five years, until all patients reach ten years of age to evaluate the transplant-free survival and additional data on the patientsâ€™ neurodevelopment and cardiac function. A We are prosecuting a number of patent applications relating to the administration of medicinal signaling cells for treating HLHS in Canada, Japan, Taiwan, the United States and The Bahamas, with applications having also been ordered for filing in Australia, China, South Korea, and the European Patent Office. A 5 A Alzheimerâ€™s disease. AD, a devastating neurologic disease leading to cognitive decline, currently has limited therapeutic options. An estimated 6.7 million Americans aged 65 and older have AD, and this number is projected to more than double by 2060. Lomecel-Bâ„¢ treated patients showed an overall slowing/prevention of disease worsening compared to placebo in the completed Phase 2a study (CLEAR MIND) as previously detailed in this prospectus and met its primary endpoint of safety. These results are consistent with those of our earlier Phase I study2. As previously indicated, Lomecel-Bâ„¢ has been granted Regenerative Medicine Advanced Therapy (RMAT) and Fast Track designations by the FDA for the treatment of mild AD, and we are actively in pursuit of a partnership to propel our AD initiative forward. A Aging-related Frailty. Aging-related Frailty is a life-threatening geriatric condition that disproportionately increases risks for poor clinical outcomes from disease and injury. While the definition of Aging-related Frailty lacks consensus, would be a new indication from a regulatory standpoint, and has no approved pharmaceutical or biologic treatments, there are a number of companies now working to develop potential therapeutics for this unmet medical need. A We have previously completed two U.S. clinical trials under FDA IND 016644. One is a multicenter, randomized, placebo-controlled Phase 2b trial which showed that a single infusion of Lomecel-Bâ„¢ significantly improved 6-Minute Walk Test (â€œ6MWTâ€) distance at 9 months after infusion (although results were inconclusive at six months after infusion), and also showed a dose-dependent increase in 6MWT distance 6 months after infusion. The second is a multicenter, randomized, placebo-controlled Phase 1/2 trial (â€œHERA Trialâ€) intended primarily to evaluate safety, and explore the effect Lomecel-Bâ„¢ may have on specific biomarkers of immune system function in older, frail individuals receiving the high dose influenza vaccine, as well as to evaluate the potential effects of Lomecel-Bâ„¢ on signs and symptoms of Aging-related Frailty. Results from this study showed that Lomecel-Bâ„¢ was generally safe and well tolerated in patients with Aging-related Frailty. Additionally, hemagglutinin inhibition (â€œHAIâ€) assay results in the Lomecel-Bâ„¢ and placebo groups to influenza were not statistically different, indicating Lomecel-Bâ„¢ does not suppress the immune system. A 2 Mark Brody, Marc Agronin, Brad J. Herskowitz, Susan Y. Bookheimer, Gary W. Small, Benjamin Hutchinson, Kevin Ramdas, Tyler Wishard, Katalina Fernández McInerney, Bruno Vellas, Felipe Sierra, Zhipie Jiang, Lisa McClain-Moss, Carmen Perez, Ana Fuquay, Savannah Rodriguez, Joshua M. Hare, Anthony A. Oliva Jr., Bernard Baumel. â€œResults and insights from a phase I clinical trial of Lomecel-Bâ„¢ for Alzheimerâ€™s diseaseâ€ (2023) Alzheimerâ€™s & Dementia: The Journal of the Alzheimerâ€™s Association 19:261-273. A 6 A Recent Developments A Notice from Nasdaq A On March 4, 2024, we received a notice from Nasdaq that our Class A common stock did not meet the \$1.00 minimum bid price required for continued listing on the Nasdaq Capital Market (the â€œMinimum Bid Price Requirementâ€). The receipt of this letter does not result in the immediate delisting of the Companyâ€™s Class A common stock, and we have an initial period of 180 calendar days (the â€œCompliance Periodâ€) to regain compliance with the Minimum Bid Requirement. A If, at any time during the Compliance Period the bid price closes at \$1.00 or more per share for a minimum of 10 consecutive business days (subject to Staffâ€™s discretion to increase the minimum period to up to 20 consecutive business days under certain conditions), the Staff would provide written notification to the Company that it again complies with the Minimum Bid Price Requirement and the Class A common stock will continue to be eligible for listing on the Nasdaq Capital Market unless other eligibility deficiencies exist. However, if our Class A common stock has a closing bid price of \$0.10 or less for ten consecutive trading days during the Compliance Period, Nasdaq can issue a Staff Determination Letter, which, unless appealed, would subject our Class A common shares to immediate suspension and delisting. A On April 16, 2024, the Company received written notification from Nasdaq indicating that the Companyâ€™s Class A common stock had a closing price of \$1.00 per share or greater for the last 13 consecutive business days, from March 27, 2024 to April 15, 2024, and that, as a result, the Company had regained compliance with the Minimum Bid Price Requirement and that the matter was now closed. A Reverse Split A On March 26, 2024, we effected the Reverse Split of our common stock. The Reverse Split reduced the aggregate number of outstanding shares of Class A common stock on a pre-reverse split basis from 10,342,760 to 1,101,254 on a post-reverse split basis, and the aggregate number of outstanding shares of Class B common stock from 14,839,993 on a pre-reverse split basis to 1,484,005 on a post-reverse split basis (subject to further adjustment due to the rounding up of fractional shares resulting from the Reverse Split). The number of authorized shares of the Companyâ€™s capital stock remains unchanged at 105,000,000 shares, consisting of 84,295,000 shares of Class A common stock, 15,705,000 shares of Class B common stock and 5,000,000 shares of preferred stock. A The share numbers, the per share numbers, option numbers, warrant numbers, other derivative security numbers and exercise prices appearing in this prospectus, including those as of dates prior to the completion of the Reverse Split, have been adjusted to give effect to the Reverse Split, however, our annual, periodic and current reports, and all other information and documents incorporated by reference into this prospectus that were filed prior to March 19, 2024, do not give effect to the Reverse Split. A April 2024 Public Offering A On April 8, 2024, we commenced a public offering (the â€œApril offeringâ€) of (i) 661,149 shares of Class A common stock and (ii) pre-funded warrants to purchase up to

an aggregate 1,572,894 shares of Class A common stock (the "April pre-funded warrants"), which closed on April 10, 2024. The Class A common stock and April pre-funded warrants were sold together with warrants to purchase up to an aggregate of 2,234,043 shares of Class A common stock (the "April common warrants"). Certain institutional investors purchasing securities as part of the April offering entered into a securities purchase agreement with the Company dated as of April 8, 2024. The combined public offering price was \$2.35 per share of Class A common stock and related April common warrant and \$2.349 per April pre-funded warrant and related March common warrant. The securities issued in the April offering were offered by us pursuant to a prospectus included in our registration statement on Form S-1 (File No. 333-278073), which was declared effective by the SEC on April 8, 2024. The April offering closed on April 10, 2024. Subject to certain limitations described in the April common warrants, the April common warrants are immediately exercisable at an exercise price of \$2.35 per share of Class A common stock and expire five years from the date of issuance. Subject to certain limitations described in the April pre-funded warrants, the April pre-funded warrants are immediately exercisable and may be exercised at a nominal consideration of \$0.001 per share of Class A common stock at any time until all of the April pre-funded warrants are exercised in full. Concurrently with the closing of the April offering, certain purchasers elected to exercise April pre-funded warrants to purchase 1,318,362 shares of Class A common stock. Pursuant to an engagement letter between the Company and H.C. Wainwright & Co., LLC ("Wainwright"), the Company paid Wainwright a cash fee equal to 7.0% of the aggregate gross proceeds raised in the April offering, plus a management fee equal to 1.0% of the aggregate gross proceeds raised in the April offering and certain expenses incurred in connection with the April offering. The Company also issued to designees of Wainwright warrants to purchase up to 154,894 shares of Class A common stock (the "April offering placement agent warrants"). The April offering placement agent warrants have substantially the same terms as the April common warrants, except that the April offering placement agent warrants have an exercise price equal to \$2.9375 per share and have a term of five years from the commencement of sales in the April offering. In connection with the April offering, the Company agreed with a holder of October private placement warrants to amend those warrants in consideration for the holder's participation in the April offering. The holder's October private placement warrants to purchase up to (a) 242,425 shares of Class A common stock at an exercise price of \$16.50 per share, issued on October 13, 2023 and expiring on April 13, 2029 (the "Series A warrants") and (b) 242,425 shares of Class A common stock at an exercise price of \$16.50 per share, issued on October 13, 2023 and expiring on April 14, 2025 (the "Series B warrants") were amended to (i) reduce the exercise price of the October private placement warrants to \$2.35 per share and (ii) amend the expiration date of the Series A warrants to five and one-half (5.5) years following the closing of the April offering and the Series B warrants to eighteen (18) months following the closing of the April offering, in each case for a payment to the Company of \$0.125 per amended warrant, for aggregate gross consideration of \$60,606.25, prior to deducting Wainwright's fees. April 2024 Warrant Inducement Transaction On April 16, 2024, the Company entered into an inducement letter agreements (the "Inducement Letter Agreements") with certain holders of its existing October private placement warrants, and certain April common warrants to purchase up to an aggregate of 1,914,894 shares of Class A common stock. Pursuant to the Inducement Letter Agreements, the holders agreed to exercise for cash the October private placement warrants and the referenced April common warrants (collectively the "existing warrants") at an exercise price of \$2.35 per share in consideration for payment of \$0.125 per new warrant and the Company's agreement to issue new unregistered Class A common stock warrants to purchase up to 4,799,488 shares of Class A common stock at an exercise price of \$2.35 per share, which are immediately exercisable. The new warrants to purchase up to 2,399,744 shares of Class A common stock (the "Series C warrants") have a term of five years from the issuance date, and the new warrants to purchase up to 2,399,744 shares of Class A common stock have a term of twenty-four months from the issuance date (the "Series D warrants") (the "April Warrant Inducement Transaction"). Pursuant to the terms of the Inducement Letter Agreements, in the event that the exercise of the existing warrants would have otherwise caused a warrant holder to exceed the beneficial ownership limitations set forth in such warrant holder's existing warrants (4.99% or, if applicable and at such warrant holder's election, 9.99%), we issued to such warrant holder the number of shares of Class A common stock that would not cause such warrant holder to exceed such beneficial ownership limitation, as directed by such warrant holder, and agreed to hold such warrant holder's balance of shares of Class A common stock in abeyance until we receive notice from such warrant holder that the balance of shares of Class A common stock may be issued in compliance with such beneficial ownership limitations. In addition to cash fees, Wainwright, the placement agent in the offering, also received warrants to purchase up to 167,982 shares of Class A common stock, equal to 7.0% of the aggregate number of shares of Class A common stock issued upon exercise of the warrants pursuant to the April Warrant Inducement Transaction (the "April placement agent warrants"), and together with the Series C warrants and Series D warrants, the "April private placement warrants". The April placement agent warrants have the same terms as the Series C warrants, except that the April placement agent warrants have an exercise price of \$3.25 per share. 8 We agreed to file a registration statement on Form S-1 providing for the resale of the Class A common stock issuable upon the exercise of the April private placement warrants within twenty (20) calendar days following the date of the Inducement Letter Agreements, and to use commercially reasonable efforts to cause the resale registration statement to become effective within forty-five (45) calendar days from the date of the Inducement Letter Agreements. That registration statement on Form S-1 (File No. 333-278995) was filed with the SEC on April 30, 2024 and declared effective on May 21, 2024. Additionally, upon exercise, if any, of the Series D warrants for cash, the Company shall pay Wainwright, within five (5) business days of the Company's receipt of the exercise price, in addition to a cash fee, warrants to purchase shares of Class A common stock equal to 7.0% of the number of shares underlying such Series D warrants that have been exercised, with such warrants to be in the same form and terms as the April placement agent warrants. The gross proceeds to the Company from the exercise of the existing warrants, inclusive of the payment consideration for the new warrants, were approximately \$6.2 million, before deducting placement agent fees and other offering expenses payable by the Company. The closing of the April Warrant Inducement Transaction occurred on April 18, 2024. June 2024 Warrant Inducement Transaction On June 17, 2024, the Company entered into inducement letter agreements (collectively, the "June Inducement Letter Agreements") with holders of its existing Series D warrants to purchase 1,697,891 shares of the Company's Class A common stock. Pursuant to the June Inducement Letter Agreements, the holders agreed to exercise the Series D warrants for cash at the exercise price of \$2.35 per share in consideration for the Company's agreement to issue new unregistered Class A common stock warrants, for payment of \$0.125 per new warrant, to purchase up to an aggregate of 3,395,782 shares of Class A common stock (the "June private placement warrants") and such shares of Class A common stock issuable upon the exercise of the June private placement

warrants, the â€œJune Warrant Sharesâ€) at an exercise price of \$2.50 per share (the â€œJune Inducement Transactionâ€). The June private placement warrants are immediately exercisable upon issuance and have a term of twenty-four months from the issuance date. Â In addition to cash fees, Wainwright, the placement agent in the offering, also received warrants to purchase up to (i)Â 118,852 shares of Class A common stock, equal to 7.0% of the aggregate number of shares of Class A common stock issued upon exercise of the Series D warrants pursuant to the June Inducement Transaction (the â€œJune transaction placement agent warrantsâ€) and (ii)Â 49,130 shares of Class A common stock, equal to 7.0% of the aggregate number of shares of Class A common stock issued upon exercise of certain Series D warrants prior to the Inducement Transaction (the â€œprior placement agent warrantsâ€ and together with the June transaction placement agent warrants, the â€œJune placement agent warrantsâ€). The June placement agent warrants have substantially the same terms as the June private placement warrants, except that (i) the June transaction placement agent warrants have an exercise price of \$3.25 per share and (ii) the prior placement agent warrants have an exercise price of \$2.9375 per share. Â We agreed to file a registration statement on Form S-1 providing for the resale of the Class A common stock issuable upon the exercise of the June private placement warrants and June placement agent warrants within twenty (20) calendar days following the date of the June Inducement Letter Agreements, and to use commercially reasonable efforts to cause the resale registration statement to become effective within forty-five (45) calendar days from the date of the June Inducement Letter Agreements. Â Additionally, upon exercise, if any, of the June private placement warrants for cash, the Company shall pay Wainwright, within five (5) business days of the Companyâ€™s receipt of the exercise price, in addition to a cash fee, warrants to purchase shares of Class A common stock equal to 7.0% of the number of shares underlying such June private placement warrants that have been exercised, with such warrants to be in the same form and terms as the June transaction placement agent warrants. Â 9 Â The gross proceeds to the Company from the exercise of the Series D warrants, inclusive of the payment consideration for the June private placement warrants, were approximately \$4.4 million, before deducting placement agent fees and other offering expenses payable by the Company. The closing of the Inducement Transaction occurred on June 18, 2024. Â July 2024 Offering Â On July 18, 2024, we entered into a securities purchase agreement with institutional and accredited investors relating to the registered direct offering and sale of an aggregate of 2,236,026 shares of our Class A common stock at a purchase price of \$4.025 per share of Class A common stock and associated warrant (the â€œJuly registered direct offeringâ€). The securities issued in the July registered direct offering were offered by us pursuant to a prospectus supplement, dated July 18, 2024, and accompanying prospectus, in connection with a takedown from our shelf registration statement on Form S-3 (File No. 333-264142), which was declared effective by the SEC on April 14, 2022. Â In a concurrent private placement (the â€œJuly private placementâ€ and together with the July registered direct offering, the â€œJuly offeringâ€), we also sold unregistered Class A common stock warrants to purchase up to an aggregate of 2,236,026 shares of our Class A common stock (the â€œJuly private placement warrantsâ€). The unregistered July private placement warrants have an exercise price of \$3.90 per share, became exercisable on July 19, 2024, and expire on July 20, 2026. Â In addition to cash fees, Wainwright, the placement agent in the offering, also received warrants to purchase up to 156,522 shares of Class A common stock (the â€œJuly transaction placement agent warrantsâ€), which represented 7.0% of the aggregate number of shares of Class A common stock sold in the July registered direct offering. The July transaction placement agent warrants have substantially the same terms as the July private placement warrants, except that the July transaction placement agent warrants have an exercise price equal to \$5.0313, or 125% of the offering price per share of Class A common stock sold in the July registered direct offering. Â In addition, upon any exercise for cash of any July private placement warrants, the Company has agreed to pay Wainwright, within five (5) business days of the Companyâ€™s receipt of the exercise price, in addition to a cash fee, warrants to purchase shares of Class A common stock equal to 7.0% of the number of shares underlying such July private placement warrants that have been exercised, with such warrants to be in the same form and terms as the July transaction placement agent warrants. Â Pursuant to the terms of the purchase agreement, we agreed that, as soon as practicable (and in any event within 20 calendar days of the date of the purchase agreement), we will file a registration statement on Form S-1 providing for the resale by the purchasers of the shares issued and issuable upon exercise of the July private placement warrants and July transaction placement agent warrants. We agreed to use commercially reasonable efforts to cause such registration statement to become effective within 45 days following the July 19, 2024 closing date and to keep such registration statement effective at all times until the purchasers do not own any July private placement warrants or shares issuable upon exercise thereof. Â July 2024 Ordinary Course Warrant Issuances Â On July 10, 2024, a holder of Series C warrants issued in the April Warrant Inducement Transaction exercised Series C warrants for 50,000 shares of Class A common stock for cash (the â€œJuly Series C warrant exerciseâ€). The July Series C warrant exercise did not require the Company to pay any additional compensation or to issue any additional placement agent warrants to Wainwright. Â 10 Â As previously noted, within five (5) business days of the Companyâ€™s receipt of the exercise price of any June private placement warrants exercised for cash, in addition to payment of a cash fee, we must provide Wainwright with additional warrants to purchase shares of Class A common stock equal to 7.0% of the number of shares underlying such June private placement warrants that have been exercised, with such warrants to be in the same form and terms as the June transaction placement agent warrants. Â On July 10, 2024, certain holders of the June private placement warrants exercised June private placement warrants to purchase an aggregate of 150,000 shares of Class A common stock for cash (the â€œJuly 10 warrant exerciseâ€). In addition, on the same date, Accordingly, on July 17, 2024, we issued to Wainwright warrants to purchase up to 10,500 shares of Class A common stock, equal to 7.0% of the aggregate number of shares of Class A common stock issued in the July 10 warrant exercise (the â€œfirst tranche July ordinary course placement agent warrantsâ€). The first tranche July ordinary course placement agent warrants have substantially the same terms as the June private placement agent warrants, except that the first tranche July ordinary course placement agent warrants (i) have an exercise price of \$3.125 per share and (ii) expire July 17, 2026. Â On July 17, 2024, a holder of the June private placement warrants exercised June private placement warrants to purchase an aggregate of 2,319,186 shares of Class A common stock for cash (the â€œJuly 17 warrant exerciseâ€ and together with the July 10 warrant exercise, the â€œJuly warrant exercisesâ€). Accordingly, on July 24, 2024, we issued to Wainwright warrants to purchase up to 162,344 shares of Class A common stock, equal to 7.0% of the aggregate number of shares of Class A common stock issued in the July 17 warrant exercise (the â€œsecond tranche July ordinary course placement agent warrantsâ€, and together with the first tranche July ordinary course placement agent warrants, the â€œJuly ordinary course placement agent warrantsâ€, and collectively with the July transaction placement agent warrants, the â€œJuly placement agent warrantsâ€). The second tranche July ordinary course placement agent warrants have substantially the same terms as the first tranche July ordinary course placement agent warrants, except that the second tranche July

ordinary course placement agent warrants expire July 24, 2026. The gross proceeds to the Company from the July Series C warrant exercise, the July 10 warrant exercise and July 17 warrant exercise of June private placement warrants, inclusive of the payment consideration for such Series C warrants and June private placement warrants, were approximately \$6.3 million, before deducting placement agent fees payable by the Company. Risks of Investing Investing in our securities involves substantial risks. Potential investors are urged to read and consider the risk factors relating to an investment in the offered securities set forth under "Risk Factors" in this prospectus as well as other information we incorporate or include in this prospectus. Corporate Information We were initially formed as a Delaware limited liability company in October 2014. As part of our initial public offering ("IPO") in February 2021, Longeveron LLC converted into a Delaware corporation pursuant to a statutory conversion, and changed its name to Longeveron Inc. Additional information about us is included in documents incorporated by reference in this prospectus. See "Where You Can Find More Information" and "Incorporation of Certain Information by Reference." Our principal executive offices are located at 1951 NW 7th Avenue, Suite 520, Miami, Florida 33136, and our telephone number is (305) 909-0840. Our website address is [www.longeveron.com](http://www.longeveron.com). The information contained in, or accessible through, our website does not constitute a part of this prospectus. We have included our website address in this prospectus solely as an inactive textual reference.

**11 THE OFFERING**

**Issuer** Longeveron Inc.

**Securities Offered by Selling Stockholders:** We are registering the resale by the Selling Stockholders named in this prospectus, or their pledgees, assignees, distributees and successors-in-interest of an aggregate of 2,565,392 shares of Class A common stock issuable upon exercise of certain warrants held by the Selling Stockholders, of which (i) up to 2,236,026 shares are issuable upon the exercise of the July private placement warrants issued to the purchasers upon the closing of the July private placement; (ii) 156,522 shares are issuable upon exercise of the July transaction placement agent warrants issued to Wainwright, or its designees, pursuant to the terms of the current engagement Letter with Wainwright; and (iii) 172,844 shares are issuable upon exercise of the July ordinary course placement agent warrants issued to Wainwright, or its designees, pursuant to the terms of a then-applicable engagement letter with Wainwright, in connection with previously exercised June private placement warrants.

**Shares of Class A common stock Outstanding Prior to this Offering:** 12,875,473 shares (assuming none of the July private placement warrants or July placement agent warrants are exercised).

**Shares of Class A common stock Outstanding assuming exercise of July private placement warrants and July placement agent warrants(1):** 15,440,865 shares.

**Shares of Class B common stock Outstanding:** 1,484,005 shares.

**Terms of the Offering:** The Selling Stockholders will determine when and how they will sell the Class A common stock offered in this prospectus, as described in the section of this prospectus titled "Plan of Distribution."

**Use of Proceeds:** The Selling Stockholders will receive the proceeds from the sale of the shares of Class A common stock offered hereby. We will not receive any proceeds from the sale of the shares of Class A common stock. However, we may receive proceeds in the aggregate amount of up to approximately \$10.0 million if all of the July private placement warrants and July placement agent warrants are exercised for cash. See the "Use of Proceeds" section of this prospectus.

**Voting Rights:** Shares of Class A common stock are entitled to one (1) vote per share. Shares of Class B common stock are entitled to five (5) votes per share. Holders of our Class A common stock and Class B common stock generally vote together as a single class, unless otherwise required by law or our certificate of incorporation, as amended (the "Certificate of Incorporation"). Each share of our Class B common stock is convertible into one share of our Class A common stock at any time and converts automatically upon certain transfers. The Class A common stock is not convertible into Class B common stock.

**Dividend Policy:** We have never declared or paid any dividends to the holders of our Class A common stock, and we do not expect to pay cash dividends in the foreseeable future. We currently intend to retain any earnings for use in connection with the operation of our business and for general corporate purposes.

**Risk Factors:** Since our inception, we have incurred substantial losses. We will need additional funding (including the funding which may be received pursuant to a cash exercise of all the warrants described in this prospectus) to remain a going concern, maintain operations, and to continue our current and planned clinical trial activity. Our business and our ability to execute our business strategy are subject to a number of risks of which you should be aware before you decide to buy our securities. In particular, you should carefully consider all of the risks which are discussed more fully in "Risk Factors" section of this prospectus and those incorporated by reference from our filings with the SEC.

**Nasdaq Capital Market Symbol:** LGVN

(1) The number of shares of Class A common stock to be outstanding after this offering is based on 12,875,473 shares of Class A common stock and 1,484,005 shares of Class B common stock outstanding as of August 2, 2024, and excludes:

- 5,536 shares of Class A common stock issuable upon exercise of outstanding warrants at an exercise price of \$120.00 per share;
- 116,935 shares of Class A common stock issuable upon exercise of outstanding warrants at an exercise price of \$52.50 per share;
- 4,679 shares of Class A common stock issuable upon exercise of outstanding warrants at an exercise price of \$175.00 per share;
- 16,971 shares of Class A common stock issuable upon exercise of outstanding warrants issued in October 2023 at an exercise price of \$20.625 per share;
- 135,531 shares of Class A common stock issuable upon the exercise of outstanding warrants issued in December 2023 at an exercise price of \$16.20 per share;
- 9,489 shares of Class A common stock issuable upon the exercise of outstanding warrants issued in December 2023 at an exercise price of \$21.813 per share;
- 297,872 shares of Class A common stock issuable upon the exercise of remaining outstanding April common warrants at an exercise price of \$2.35 per share;
- 2,349,744 shares of Class A common stock issuable upon the exercise of Series C warrants at an exercise price of \$2.35 per share;
- 167,982 shares of Class A common stock issuable upon the exercise of outstanding April Warrant Inducement Transaction placement agent warrants at an exercise price of \$3.25 per share;
- 154,894 shares of Class A common stock issuable upon the exercise of outstanding April offering placement agent warrants at an exercise price of \$2.9375 per share;
- 926,596 shares of Class A common stock issuable upon the exercise of the June private placement warrants at an exercise price of \$2.50 per share;
- 118,852 shares of Class A common stock issuable upon the exercise of outstanding June transaction placement agent warrants at an exercise price of \$3.25 per share;
- 49,130 shares of Class A common stock issuable upon the exercise of outstanding June ordinary course placement agent warrants at an exercise price of \$2.9375 per share;
- 84,774 shares issuable upon the vesting of Restricted Stock Units ("RSUs") under the Company's Second Amended and Restated 2021 Incentive Award Plan (the "2021 Plan");

In April 2024, we agreed to issue stock options to a third-party service provider exercisable for up to 50,000 shares of Class A common stock. The option, which was issued in July, has an exercise price of \$2.15 per share, and vests quarterly over a three-year period; and 35,801 stock options outstanding with an average exercise price of \$49.09 per share, issuable under the Company's 2021 Plan.

**13 CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS**

In

this document, the terms "Longeveron," "Company," "Registrant," "we," "us," and "our" refer to Longeveron Inc. We have no subsidiaries. This prospectus contains forward-looking statements, within the meaning of the Private Securities Litigation Reform Act of 1995, that reflect our current expectations about our future results, performance, prospects and opportunities. Such forward-looking statements can involve substantial risks and uncertainties. All statements other than statements of historical facts contained herein, including statements regarding our future results of operations and financial position, business strategy, prospective products, product approvals, research and development costs, future revenue, timing and likelihood of success, plans and objectives of management for future operations, future results of anticipated products and prospects, plans and objectives of management are forward-looking statements. These statements involve known and unknown risks, uncertainties and other important factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. In some cases, you can identify forward-looking statements by terms such as "anticipate," "believe," "contemplate," "continue," "could," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "project," "should," "target," "will," or "would" or the negative of these terms or other similar expressions, although not all forward-looking statements contain these words. Factors that could cause actual results to differ materially from those expressed or implied in any forward-looking statements contained in this prospectus include, but are not limited to, statements about: our cash position and need to raise additional capital, the difficulties we may face in obtaining access to capital, and the dilutive impact it may have on our investors; our financial performance, ability to continue as a going concern and ability to remain listed on the Nasdaq Capital Market; the ability of our clinical trials to demonstrate safety and efficacy of our product candidates, and other positive results; the success of competing therapies that are or may become available; the beneficial characteristics, safety, efficacy and therapeutic effects of our product candidates; our ability to obtain and maintain regulatory approval of our product candidates in the U.S. and other jurisdictions; our plans relating to the further development of our product candidates, including additional disease states or indications we may pursue; our plans and ability to obtain or protect intellectual property rights, including extensions of existing patent terms where available and our ability to avoid infringing the intellectual property rights of others; the need to hire additional personnel and our ability to attract and retain such personnel; and our estimates regarding expenses, future revenue, capital requirements and needs for additional financing. We have based these forward-looking statements largely on our current expectations and projections about our business, the industry in which we operate and financial trends that we believe may affect our business, financial condition, results of operations and prospects, and these forward-looking statements are not guarantees of future performance or development. These forward-looking statements speak only as of the date of this prospectus and are subject to a number of risks, uncertainties and assumptions described in the section titled "Risk Factors" and elsewhere in this prospectus. Moreover, we operate in a very competitive and rapidly changing environment. New risk factors emerge from time to time, and it is not possible for management to predict all risk factors, nor can we assess the impact of all risk factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. Because forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified, you should not rely on these forward-looking statements as predictions of future events. The events and circumstances reflected in our forward-looking statements may not be achieved or occur and actual results could differ materially from those projected in the forward-looking statements. Except as required by applicable law, we do not plan to publicly update or revise any forward-looking statements contained herein, whether as a result of any new information, future events or otherwise. In addition, statements that "we believe" and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this prospectus, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain, and you are cautioned not to unduly rely upon these statements. **INDUSTRY AND MARKET DATA** This prospectus includes industry data and forecasts that we obtained from industry publications and surveys, public filings, and internal company sources. Industry publications and surveys and forecasts generally state that the information contained therein has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy or completeness of the included information. Statements as to our market position and market estimates are based on independent industry publications, government publications, third party forecasts, management's estimates and assumptions about our markets and our internal research. While we are not aware of any misstatements regarding the market, industry or similar data presented herein, such data involve risks and uncertainties and are subject to change based on various factors, including those discussed under the headings "Risk Factors" and "Cautionary Note Regarding Forward-Looking Statements" in this prospectus. **RISK FACTORS** Investing in our securities involves a high degree of risk. You should consider and read carefully all of the risks and uncertainties described below, as well as risk factors and other information contained in this prospectus and which is incorporated by reference in our most recent Annual Report on Form 10-K and Quarterly Reports on Form 10-Q before making an investment decision with respect to our securities. The occurrence of any of the following risks or those incorporated by reference, or additional risks and uncertainties not presently known to us or that we currently believe to be immaterial could materially and adversely affect our business, financial condition, results of operations or cash flows. In any such case, the market price of our Class A common stock could decline, and you could lose all or part of your investment. This prospectus also contains forward-looking statements and estimates that involve risks and uncertainties. See "Cautionary Note Regarding Forward-Looking Statements." Our actual results could differ materially and adversely from those anticipated in these forward-looking statements as a result of certain factors, including the risks and uncertainties described below and those incorporated by reference. **Risks Related to This Offering** A significant number of our shares are eligible for sale and their sale or potential sale may depress the market price of our Class A common stock. Sales of a significant number of shares of our Class A common stock in the public market could harm the market price of our Class A common stock. Most of our outstanding Class A common stock is available for resale in the public market, and the registration statement of which this prospectus is a part registers for resale 2,565,392 shares of Class A common stock issuable upon exercise of the July private placement warrants and July placement agent warrants. If a significant number of shares are sold in that offering or any future offerings, such sales would increase the supply of our Class A common stock and potentially cause a decrease in its market price. Some or all of our shares of Class A common stock

may be offered from time to time in the open market pursuant to future effective registration statements and/or compliance with Rule 144, which sales could have a depressive effect on the market for our shares of Class A common stock. Subject to certain restrictions, a person who has held restricted shares for a period of six months may generally sell common stock into the market. The sale of a significant portion of such shares when such shares are eligible for public sale may cause the value of our Class A common stock to decline in value. A Raising additional capital may cause future dilution to our stockholders, restrict our operations or require us to relinquish rights to our technologies or current product candidates. A Until such time, if ever, as we can generate the cash we need from operations, we expect to finance our cash needs through a combination of private and public equity offerings, debt financings, collaborations, strategic alliances and marketing, distribution or licensing arrangements. We do not currently have any committed external source of funds and in order to raise additional capital, we may offer and issue additional shares of our common stock or other securities convertible into or exchangeable for our common stock in the future. We are generally not restricted from issuing additional securities, including shares of Class A common stock, securities that are convertible into or exchangeable for, or that represent the right to receive, common stock or substantially similar securities. The issuance of securities in future offerings may cause further dilution to our stockholders, including investors in this offering. We cannot assure you that we will be able to sell shares or other securities in any other offering at a price per share that is equal to or greater than the price per share paid by investors in this offering, and investors purchasing other securities in the future could have rights superior to existing stockholders. To the extent that we raise additional capital through the sale of Class A common stock or securities convertible into or exchangeable for Class A common stock, the ownership interest of our shareholders will be diluted, and the terms of these new securities may include liquidation or other preferences that materially adversely affect the rights of our shareholders. Debt financing, if available, would increase our fixed payment obligations and may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends. A 16 A A If we raise funds through collaborations, strategic alliances or marketing, distribution or licensing arrangements with third-parties, we may have to relinquish valuable rights to our intellectual property, future revenue streams, research programs or current or future product candidates or grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds when needed, we may be required to delay, scale back or discontinue the development and commercialization of one or more of our product candidates, delay our pursuit of potential licenses or acquisitions, or grant rights to develop and market current or future therapeutic candidates that we would otherwise prefer to develop and market ourselves. A In addition, we have a significant number of stock options, restricted stock units and warrants outstanding. To the extent that outstanding stock options or warrants have been or may be exercised or other shares issued, you may experience further dilution. A We do not currently intend to pay dividends on our Class A common stock and, consequently, your ability to achieve a return on your investment will depend on appreciation of the value of our Class A common stock. A We have never declared or paid any cash dividends on our equity securities. We currently anticipate that we will retain future earnings for the development, operation and expansion of our business and do not anticipate declaring or paying any cash dividends for the foreseeable future. Any return to stockholders will therefore be limited to any appreciation in the value of our Class A common stock, which is not certain. A The price of our Class A common stock may be volatile or may decline regardless of our operating performance, and stockholders may not be able to resell their shares at or above the price at which they purchase those shares. A Trading volume in shares of our Class A common stock on the Nasdaq Capital Market has been limited and inconsistent. You may not be able to sell your shares quickly or at the market price if trading in shares of our Class A common stock is not active. An active or liquid market in our Class A common stock may not develop or, if it does develop, it may not sustain. As a result of these and other factors, stockholders may not be able to resell their shares of our Class A common stock at or above the price at which they purchase those shares in this offering. A Further, an inactive market may also impair our ability to raise capital by selling shares of our Class A common stock and may impair our ability to enter into strategic collaborations or acquire companies or products by using our shares of Class A common stock as consideration. A A Risks Related to Our Class A Common Stock and the Securities Market A The price of our Class A common stock has been, and may continue to be, volatile, which could result in substantial or total losses for investors. A The trading price of our Class A common stock has been, and may continue to be, highly volatile and subject to wide fluctuations in response to various factors, some of which we cannot control. The stock market in general, and pharmaceutical and biotechnology companies in particular, have experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of these companies. A Broad market and industry factors may negatively affect the market price of our Class A common stock, regardless of our actual operating performance. In addition to the factors discussed in this Risk Factors section and elsewhere in this prospectus, these factors include: A A  the timing and results, or perception of the results, of preclinical studies and clinical trials of our product candidates or those of our competitors; A A A  the success of competitive products or announcements by potential competitors of their product development efforts; A A A  regulatory actions with respect to our or our competitors product candidates or approved products; A 17 A A  actual or anticipated changes in our growth rate relative to our competitors; A A A  regulatory or legal developments in the U.S. and other countries; A A A  developments or disputes concerning patent applications, issued patents or other proprietary rights; A A  the recruitment or departure of key personnel; A A A  announcements by us or our competitors of significant acquisitions, strategic collaborations, joint ventures, or capital commitments; A A A  actual or anticipated changes in estimates as to financial results, development timelines or recommendations by securities analysts; A A A  fluctuations in the valuation of companies perceived by investors to be comparable to us; A A A  market conditions in the pharmaceutical and biotechnology sector; A A A  changes in the structure of healthcare payment systems; A A A  Class A common stock price and volume fluctuations attributable to inconsistent trading volume levels of our Class A common stock; A A A  announcement or expectation of additional financing efforts; A A A  sales of our Class A common stock by us, our insiders or our other stockholders; A A A  expiration of market stand-off or lock-up agreements; and A A A  general economic, industry and market conditions. A The realization of any of the above risks or any of a broad range of other risks, including those described in this Risk Factors section, could have a dramatic and adverse impact on the market price of our Class A common stock. Additionally, in the past, securities class action litigation has often been instituted against companies following periods of volatility in the market price of a companys securities. This type of litigation, if instituted, could result in substantial costs and a diversion of managements attention and resources. A There may not be sufficient liquidity in the market for our securities in order for investors to sell their shares. A We are a small company that is

relatively unknown to stock analysts, stockbrokers, institutional investors and others in the investment community that generate or influence sales volume, and even if we came to the attention of such persons, they tend to be risk-averse and may be reluctant to follow an unproven company such as ours or purchase or recommend the purchase of our shares until such time as we became more seasoned and viable. There may be periods of several days or more when trading activity in our shares is minimal as compared to a mature issuer which has a large and steady volume of trading activity that will generally support continuous sales without an adverse effect on share price. It is possible that a broader or more active public trading market for our Class A common stock will not develop or be sustained, or that trading levels will not continue. These factors may materially adversely affect the market price of our Class A common stock, regardless of our performance. We will need to raise substantial additional funding. If we are unable to raise capital when needed, we could be forced to delay, scale back or discontinue some of our therapeutic candidate development programs or commercialization efforts. The development of pharmaceutical drugs is capital intensive. We are currently advancing Lomecel-BTM into clinical development. Our current cash resources are insufficient to fund our planned operations or development plans through the fourth quarter of 2025. We will require additional funds to advance further. If we are capital constrained, we may not be able to meet our obligations. If we are unable to meet our obligations, or we experience a disruption in our cash flows, it could limit or halt our ability to continue to develop our current product candidate or even to continue operations, either of which occurrence would have a material adverse effect on us. 18 We expect our expenses to continue to increase in connection with our ongoing activities, particularly as we continue the research and development of, advance the preclinical and clinical activities of, and seek marketing approval for, our current product candidate. In addition, if we obtain marketing approval for any of our current or future product candidates, we expect to incur significant commercialization expenses related to sales, marketing, manufacturing and distribution. We may also need to raise additional funds sooner if we choose to pursue additional indications and/or geographies for our current product candidate or otherwise expand more rapidly than we presently anticipate. Furthermore, we expect to continue to incur significant costs associated with operating as a public company. If we are unable to raise capital when needed, we could be forced to delay, scale back or discontinue the development and commercialization of one or more of our therapeutic candidates, delay our pursuit of potential licenses or acquisitions, or significantly reduce our operations. We expect that the net proceeds from recent offerings and ordinary course warrant exercises, together with our existing cash, will be sufficient to fund our operations through the fourth quarter of 2025. Our future capital requirements will depend on and could increase significantly as a result of many factors, including: the scope, progress, results and costs of drug discovery, preclinical development, laboratory testing and clinical trials for our current or future therapeutic candidates; the potential additional expenses attributable to adjusting our development plans (including any supply-related matters) in response to global geopolitical conditions and/or future public health crises; the scope, prioritization and number of our research and development programs; the costs, timing and outcome of regulatory review of our current or future therapeutic candidates; our ability to establish and maintain collaborations on favorable terms, if at all; the achievement of milestones or occurrence of other developments that trigger payments under any additional collaboration agreements we obtain; the extent to which we are obligated to reimburse, or are entitled to reimbursement of, clinical trial costs under future collaboration agreements, if any; the costs of preparing, filing and prosecuting patent applications, maintaining and enforcing our intellectual property rights and defending intellectual property-related claims; the extent to which we acquire or license other current or future therapeutic candidates and technologies; the costs of securing manufacturing arrangements for commercial production; and the costs of establishing or contracting for sales and marketing capabilities if we obtain regulatory approvals to market our current or future therapeutic candidates. Identifying potential current or future product candidates and conducting preclinical testing and clinical trials is a time-consuming, expensive and uncertain process that takes years to complete, and we may never generate the necessary data or results required to obtain marketing approval and achieve drug sales. In addition, our current or future product candidates, if approved, may not achieve commercial success. Our commercial revenues, if any, will be derived from sales of drugs that we do not expect to be commercially available for many years, if ever. Accordingly, we will need to continue to rely on additional funding to achieve our business objectives. 19 Any additional fundraising efforts may divert our management from their day-to-day activities, which may adversely affect our ability to develop and commercialize our current or future therapeutic candidates. Disruptions in the financial markets in general have made equity and debt financing more difficult to obtain and may have a material adverse effect on our ability to meet our fundraising needs. We cannot guarantee that future financing will be available in sufficient amounts or on terms favorable to us, if at all. Moreover, the terms of any financing may adversely affect the holdings or the rights of our stockholders and the issuance of additional securities, whether equity or debt, by us, or the possibility of such issuance, may cause the market price of our Class A common stock to decline. The sale of additional equity or convertible securities would dilute all of our stockholders. The incurrence of indebtedness could result in fixed payment obligations, and we may be required to agree to certain restrictive covenants, such as limitations on our ability to incur additional debt, limitations on our ability to acquire, sell or license intellectual property rights and other operating restrictions that could adversely impact our ability to conduct our business. We could also be required to seek funds through arrangements with collaborators or otherwise at an earlier stage than otherwise would be desirable and we may be required to relinquish rights to some of our technologies or current or future therapeutic candidates or otherwise agree to terms unfavorable to us, any of which may have a material adverse effect on our business, operating results and prospects. If we are unable to obtain funding on a timely basis, we may be required to significantly delay, scale back or discontinue one or more of our research or development programs or the commercialization of any therapeutic candidates or be unable to expand our operations or otherwise capitalize on our business opportunities, as desired, which could materially affect our business, financial condition and results of operations. The dual-class structure of our common stock may adversely affect the trading market for our Class A common stock. We cannot predict whether our dual class structure will result in a lower or more volatile market price of our Class A common stock or in adverse publicity or other adverse consequences. For example, certain index providers have announced restrictions on including companies with dual class or multi-class share structures in certain of their indices. Our dual class capital structure could make us ineligible for inclusion in certain indices and mutual funds, exchange-traded funds and other investment vehicles that attempt to passively track these indices will not be investing in our stock. These policies are still fairly new, and it is as of yet unclear what effect, if any, they will have on the valuations of publicly traded companies excluded from the indices, but it is possible that they may depress these valuations compared to those of other similar companies that are included. Furthermore, we cannot assure you that other stock indices will not

take a similar approach to S&P, Dow Jones or FTSE Russell in the future. Exclusion from indices could make our Class A common stock less attractive to investors and, as a result, the market price of our Class A common stock could be adversely affected. Holders of our Class B common stock exert considerable control over the direction of our business and their ownership of our Class B common stock can prevent other stockholders from influencing significant decisions. For so long as holders of Class B common stock continue to hold their current shares, they will be able to significantly influence the composition of our Board of Directors and the approval of actions requiring stockholder approval through their voting power. Accordingly, for such period of time, these holders will have significant influence with respect to our management, business plans and policies. In particular, for so long as the Class B common stock remains outstanding, the holders may be able to cause or prevent a change of control of our Company or a change in the composition of our Board of Directors and could preclude any unsolicited acquisition of our Company. The concentration of ownership could deprive stockholders of an opportunity to receive a premium for shares of Class A common stock as part of a sale of our Company and ultimately might affect the market price of our Class A common stock. As of August 2, 2024, three holders of our Class B common stock, Joshua M. Hare, co-founder, Chief Science Officer and Chairman of the Board of Directors, Donald M. Soffer, co-founder and former member of our Board of Directors, and Rock Soffer, member of our Board of Directors, control voting rights over approximately 37.7% of the combined voting power of our Class A common stock and Class B common stock. 20 If securities or industry analysts do not publish research or reports, or if they publish negative, adverse, or misleading research or reports, regarding us, our business or our market, our Class A common stock price and trading volume could decline. The trading market for our Class A common stock is influenced by the research and reports that securities or industry analysts publish about us, our business, or our market. We do not currently have significant research coverage and may never obtain significant research coverage by securities or industry analysts. If no or few securities or industry analysts provide coverage of us, our Class A common stock price could be negatively impacted. In the event we obtain significant, or any securities or industry analyst coverage and such coverage is negative, or adverse or misleading regarding us, our business model, our intellectual property, our stock performance or our market, or if our operating results fail to meet the expectations of analysts, our Class A common stock price would likely decline. If one or more of these analysts cease coverage of us or fail to publish reports on us regularly, we could lose visibility in the financial markets, which in turn could cause our Class A common stock price or trading volume to decline. FINRA sales practice requirements may limit a stockholder's ability to buy and sell our securities. Effective June 30, 2020, the SEC implemented Regulation Best Interest requiring that a broker, dealer, or a natural person who is an associated person of a broker or dealer, when making a recommendation of any securities transaction or investment strategy involving securities (including account recommendations) to a retail customer, shall act in the best interest of the retail customer at the time the recommendation is made, without placing the financial or other interest of the broker, dealer, or natural person who is an associated person of a broker or dealer making the recommendation ahead of the interest of the retail customer. This is a significantly higher standard for broker-dealers to recommend securities to retail customers than before under prior FINRA suitability rules. FINRA suitability rules do still apply to institutional investors and require that in recommending an investment to a customer, a broker-dealer must have reasonable grounds for believing that the investment is suitable for that customer. Prior to recommending securities to their customers, broker-dealers must make reasonable efforts to obtain information about the customer's financial status, tax status, investment objectives and other information, and, for retail customers, determine that the investment is in the customer's best interest, and meet other SEC requirements. Both SEC Regulation Best Interest and FINRA's suitability requirements may make it more difficult for broker-dealers to recommend that their customers buy speculative, low-priced securities. They may affect investing in our Class A common stock, which may have the effect of reducing the level of trading activity in our securities. As a result, fewer broker-dealers may be willing to make a market in our Class A common stock, reducing a stockholder's ability to resell shares of our Class A common stock. Provisions in our Certificate of Incorporation and bylaws and Delaware law might discourage, delay or prevent a change in control of our company or changes in our management and, therefore, depress the market price of our Class A common stock. Our Certificate of Incorporation and bylaws (the "Bylaws") contain provisions that could depress the market price of our Class A common stock by acting to discourage, delay or prevent a change in control of our company or changes in our management that the stockholders of our company may deem advantageous. These provisions, among other things: — establish a classified Board of Directors so that not all members of our Board are elected at one time; — permit only the Board of Directors to establish the number of directors and fill vacancies on the Board; — provide that directors may only be removed for cause and only with the approval of two-thirds of our stockholders; — provide for a dual class common stock structure, which provides certain affiliates of ours, including our co-founder and members of our Board, individually or together, with the ability to significantly influence the outcome of matters requiring stockholder approval, even if they own significantly less than a majority of the shares of our outstanding Class A common stock and Class B common stock; — authorize the issuance of blank check preferred stock that our Board could use to implement a stockholder rights plan (also known as a "poison pill"); — eliminate the ability of our stockholders to call special meetings of stockholders; 21 — prohibit stockholder action by written consent, which requires all stockholder actions to be taken at a meeting of our stockholders; — prohibit cumulative voting; — authorize our Board to amend our Bylaws; — establish advance notice requirements for nominations for election to our Board or for proposing matters that can be acted upon by stockholders at annual stockholder meetings; and — require a super-majority vote of stockholders to amend some of the provisions described above. In addition, Section 203 of the General Corporation Law of the State of Delaware ("DGCL") prohibits a publicly-held Delaware corporation from engaging in a business combination with an interested stockholder, generally a person which together with its affiliates owns, or within the last three years has owned, 15% of our voting stock, for a period of three years after the date of the transaction in which the person became an interested stockholder, unless the business combination is approved in a prescribed manner. Any provision of our Certificate of Incorporation, Bylaws or Delaware law that has the effect of delaying or preventing a change in control could limit the opportunity for our stockholders to receive a premium for their shares of our capital stock and could also affect the price that some investors are willing to pay for our Class A common stock. We are an emerging growth company, and we cannot be certain if the reduced reporting requirements applicable to emerging growth companies will make our common stock less attractive to investors. We are an emerging growth company, or EGC, as defined in the JOBS Act, enacted in April 2012. For as long as we continue to be an EGC, we may take advantage of exemptions from various reporting requirements that are applicable to other public companies that are not EGCs, including not being required to comply with the auditor attestation

requirements of Section 404 of the Sarbanes-Oxley Act, or Section 404, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements and exemptions from the requirements of holding nonbinding advisory votes on executive compensation and stockholder approval of any golden parachute payments not previously approved. We could be an EGC for up to five years following the year in which we completed our initial public offering, although circumstances could cause us to lose that status earlier. We will remain an EGC until the earlier of (i) the last day of the fiscal year (a) following the fifth anniversary of the completion of our initial public offering (i.e., December 31, 2026), (b) in which we have total annual gross revenue of at least \$1.235 billion or (c) in which we are deemed to be a large accelerated filer, which requires the market value of our common stock that is held by non-affiliates to exceed \$700.0 million as of the prior June 30th, and (ii) the date on which we have issued more than \$1.0 billion in non-convertible debt during the prior three-year period. We may choose to take advantage of some, but not all, of the available exemptions. We cannot predict whether investors will find our Class A common stock less attractive if we rely on certain or all of these exemptions. If some investors find our Class A common stock less attractive as a result, there may be a less active trading market for our Class A common stock and our stock price may be more volatile. Under the JOBS Act, EGCs can also delay adopting new or revised accounting standards until such time as those standards apply to private companies, which may make our financial statements less comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates. 22 The issuance of additional stock in connection with acquisitions or otherwise will dilute all other stockholders. We are not restricted from issuing additional shares of our Class A common stock, or from issuing securities that are convertible into or exchangeable for, or that represent the right to receive, Class A common stock. As of August 2, 2024, we had an aggregate of 84,295,000 shares of Class A common stock authorized and of that approximately 62,895,129 not issued, outstanding or reserved for issuance (for purposes of warrant exercise or under the Company's current 2021 Plan). We may issue all of these shares without any action or approval by our stockholders. We may expand our business through complementary or strategic business combinations or acquisitions of other companies and assets, and we may issue shares of Class A common stock in connection with those transactions. The market price of our Class A common stock could decline as a result of our issuance of a large number of shares of Class A common stock, particularly if the per share consideration we receive for the stock we issue is less than the per share book value of our Class A common stock or if we are not expected to be able to generate earnings with the proceeds of the issuance that are as great as the earnings per share we are generating before we issue the additional shares. In addition, any shares issued in connection with these activities, the exercise of warrants or stock options or otherwise would dilute the percentage ownership held by our investors. We cannot predict the size of future issuances or the effect, if any, that they may have on the market price of our Class A common stock. We have a history of losses, may not be able to achieve profitability going forward, and may not be able to raise additional capital necessary to continue as a going concern. We have experienced significant losses since inception and, at December 31, 2023 and 2022, had an accumulated deficit of approximately \$85.0 million and \$62.8 million, respectively. We expect to incur additional losses in the future and expect the cumulative losses to increase. We expect our operating expenses to increase, and it is not likely that our grant revenues will fully fund our clinical programs. As of March 31, 2024, we had cash and cash equivalents of \$1.9 million, and marketable securities of \$0.4 million. We have prepared a cash flow forecast, which includes the proceeds of the recent financings discussed in this prospectus, which indicates that we will have sufficient cash to fund our operating expenses and capital expenditure requirements through the fourth quarter of 2025. This could change as a result of unanticipated spending required following future feedback from the FDA or other costs identified to ramp up our operations as we get closer to study completion. As a result, we will continue to need to raise additional capital to fund our operations. There are no assurances that we would be able to raise additional capital or on terms favorable to us. Our recurring losses from operations and negative cash flow raise substantial doubt about our ability to continue as a going concern without sufficient capital resources and we have included an explanatory paragraph in the notes to our financial statements for the year ended December 31, 2023, with respect to this uncertainty. Further, the report of our independent registered public accounting firm with respect to our audited financial statements for the year ended December 31, 2023 included an emphasis of matter paragraph stating that our recurring losses from operations and continued cash outflows from operating activities raised substantial doubt about our ability to continue as a going concern. Our consolidated financial statements do not include any adjustments that might result from the outcome of this going concern uncertainty and have been prepared under the assumption that we will continue to operate as a going concern, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. If we are unable to continue as a going concern, we may be forced to liquidate our assets, which would have an adverse impact on our business and developmental activities. In such a scenario, the values we receive for our assets in liquidation or dissolution could be significantly lower than the values reflected in our financial statements. The reaction of investors to the inclusion of a going concern statement by our independent registered public accounting firm and our potential inability to continue as a going concern may materially adversely affect our stock price and our ability to raise new capital. Our ability to continue as a going concern is dependent on our available cash, how well we manage that cash, and our operating requirements. If we are unable to raise additional capital when needed, we would be forced to delay, reduce or eliminate our clinical trial programs, commercialization efforts and other business activities. Risks Related to our Business Investors should carefully consider the risks and uncertainties and all other information contained or incorporated by reference in this prospectus, including the risks and uncertainties discussed under "Risk Factors" in our most recent Annual Report on Form 10-K, as may be amended from time to time, and in subsequent filings that are incorporated herein by reference. All these risk factors are incorporated by reference herein in their entirety. These risks and uncertainties are not the only ones facing us. Our business, financial condition or results of operations could be materially adversely affected by any of these risks. The trading price of our Class A common stock could decline due to any of these risks, and you may lose all or part of your investment. This prospectus and the incorporated documents also contain forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the risks mentioned in this prospectus. 23 DIVIDEND POLICY We have never declared nor paid any cash dividends, and currently intend to retain all our cash and any earnings for use in our business and, therefore, do not anticipate paying any cash dividends in the foreseeable future. Any future determination to pay cash dividends will be at the discretion of the Board of Directors and will be dependent upon our consolidated financial condition, results of operations, capital requirements and such other factors as the Board of Directors deems relevant. 24 USE OF PROCEEDS This prospectus relates to the resale by the Selling Stockholders of up to 2,565,392 shares of Class A common stock. The Selling Stockholders will

receive all of the proceeds from this offering. We will not receive any of the proceeds from the sale or other disposition of our Class A common stock by the Selling Stockholders pursuant to this prospectus. However, we may receive proceeds in the aggregate of up to approximately \$10.0 million if all of the July private placement warrants and July placement agent warrants are exercised for cash, based on the per share exercise price of the July private placement warrants and July placement agent warrants. We cannot predict when, or if, the July private placement warrants or July placement agent warrants will be exercised. It is possible that the July private placement warrants and July placement agent warrants may expire and may never be exercised for cash. We currently intend to use any proceeds from the exercise of the July private placement warrants and July placement agent warrants for the treatment of several disease states and indications, including HLHS and Alzheimer's disease, obtaining regulatory approvals, capital expenditures, working capital and other general corporate purposes. We are subject to substantial risks that will require us to obtain additional funding in order to achieve these objectives. See "Risk Factors." We will need substantial additional capital in the future, which could cause dilution to our existing stockholders, restrict our operations, or require us to relinquish rights, and if additional capital is not available, we may have to delay, reduce, or cease operations. Our expected use of any proceeds from the exercise of the July private placement warrants and July placement agent warrants represents our current intentions based upon our present plans and business condition. The amounts and timing of our actual use of any proceeds will vary depending on numerous factors, including our ability to obtain additional financing, the relative success and cost of clinical and regulatory development programs and the amount and timing of product revenue, if any. In addition, we might decide to postpone or not pursue certain activities if, among other factors, the proceeds from the exercise of the July private placement warrants, July placement agent warrants and our other sources of cash are less than expected. As a result, management will have broad discretion in the application of any proceeds from the exercise of the July private placement warrants and July placement agent warrants, and investors will be relying on our judgment regarding the application of such proceeds. Pending the uses described above, we intend to invest the any proceeds in interest-bearing investment-grade securities or deposits. The Selling Stockholders will pay any underwriting discounts and commissions and expenses incurred by the Stockholders for brokerage, accounting, tax or legal services or any other expenses incurred by the Selling Stockholders in disposing of the securities covered by this prospectus. We will bear the costs, fees and expenses incurred in effecting the registration of the securities covered by this prospectus, including all registration and filing fees, and fees and expenses of our counsel and our independent registered public accountants. **SELECTED FINANCIAL DATA** We effected the Reverse Split on a one-for-10 basis on March 26, 2024. The Reverse Split had the effect of reducing the aggregate number of outstanding shares of our Class A common stock on a pre-reverse split basis from 10,342,760 to a total of 1,101,254 on a post-reverse split basis, and the aggregate number of outstanding shares of our Class B common stock on a pre-reverse split basis from 14,839,993 to 1,484,005 on a post-reverse split basis. The number of authorized shares of the Company's capital stock remained unchanged at 105,000,000 shares, consisting of 84,295,000 shares of Class A common stock, 15,705,000 shares of Class B common stock and 5,000,000 shares of preferred stock. The following selected financial data has been derived from our audited financial statements included in our Annual Report on Form 10-K filed with the SEC on February 27, 2024, as amended on Form 10-K/A filed with the SEC on March 11, 2024, as adjusted to reflect the Reverse Split for all periods presented. Our historical results are not indicative of the results that may be executed in the future, and results of interim periods are not indicative of the results for the entire year. **As Reported** **Years Ended December 31** (in thousands, except share and per share amounts) **2023** **2022** Net loss attributed to common stockholders \$(22,211) \$(18,835) Net loss per share, basic and diluted \$(1.02) \$(0.90) Weighted-average shares of Common Stock outstanding, basic and diluted 21,735 20,969 Class A and Class B common stock shares outstanding at year end 25,107 21,018 **As Adjusted For the Reverse Split** **Years Ended December 31** **Unaudited** (in thousands, except share and per share amounts) **2023** **2022** Net loss attributed to common stockholders \$(22,211) \$(18,835) Net loss per share, basic and diluted \$(10.22) \$(8.98) Weighted-average shares of Common Stock outstanding, basic and diluted 2,174 2,097 Class A and Class B common stock shares outstanding at year end 2,511 2,102 **DETERMINATION OF OFFERING PRICE** We cannot currently determine the price or prices at which the shares of our Class A common stock may be sold by the Selling Stockholders under this prospectus. **THE SELLING STOCKHOLDERS** The shares of Class A common stock being offered by the Selling Stockholders are those issuable to the Selling Stockholders upon exercise of the July private placement warrants and July placement agent warrants. For additional information regarding the issuance of the July private placement warrants and July placement agent warrants, see "Recent Developments" July 2024 Offering and "Recent Developments" July 2024 Ordinary Course Warrant Issuances. We are registering the Class A common stock in order to permit the Selling Stockholders to offer the Class A common stock for resale from time to time. Except for the ownership of the June private placement warrants, the engagement letters with Wainwright, and the Selling Stockholders' purchase of certain warrants and shares of our Class A common stock in the Company's prior securities offerings, the Selling Stockholders have not had any material relationship with us within the past three years. The table below lists the Selling Stockholders and other information regarding the beneficial ownership of our Class A common stock by each of the Selling Stockholders. The second column lists the number of shares of Class A common stock beneficially owned by each Selling Stockholder, based on its or his beneficial ownership of warrants and our Class A common stock, as of August 2, 2024, assuming exercise of all warrants, including July private placement warrants or July placement agent warrants (as applicable) held by such Selling Stockholder on that date, without regard to any limitations on exercise. The third column lists the shares of Class A common stock being offered under this prospectus by the Selling Stockholders. This prospectus generally covers the resale of the maximum number of shares of Class A common stock issuable upon exercise of the July private placement warrants and July placement agent warrants, determined as if the outstanding July private placement warrants and July placement agent warrants were exercised in full as of the trading day immediately preceding the date the registration statement of which this prospectus forms a part was initially filed with the SEC, without regard to any limitations on the exercise thereof. The fourth column assumes the sale of all of the shares of Class A common stock offered by the Selling Stockholders pursuant to this prospectus. The percentage of beneficial ownership in the fourth column represents the percentage of the outstanding shares of both the Class A common stock and the Company's Class B common stock. **Under the terms of the July private placement warrants and July placement agent warrants, a Selling Stockholder may not exercise any portion of the July private placement warrants and July placement agent warrants (as applicable) to the extent such exercise would cause the Selling Stockholder to own more than 4.99% or 9.99%, as elected by such Selling Stockholder, of the Company's outstanding Class A common stock immediately**

after giving effect to the issuance of shares of Class A common stock issuable upon exercise of such warrant. A Selling Stockholder may decrease or, upon at least 61 daysâ™ prior notice to us, increase such limitation. In no event shall such beneficial ownership limitation exceed 9.99%. The Selling Stockholders may sell all, some or none of their shares of Class A common stock in this offering. See âœPlan of Distribution.â Name of Selling Stockholderâ Number of Shares of Class A common stock â Owned Prior to Offeringâ(1)â Maximum Number of Shares of Class A common stock to be Sold Pursuant to This Prospectusâ(2)â Number of Shares of Class A common stock Owned After Offeringâ(3)â Percentageâ of Beneficial Ownership After Offeringâ(3)â Armistice Capital, LLC (4)â

Â 2,670,890.50(5)â Â 745,342â Â 1,925,548.50â Â 25.92% Hudson Bay Master Fund Ltd (6)â Â 1,933,366(7)â Â 745,342â Â 1,188,024â Â 15.99% Intracoastal Capital LLC (8)â Â 1,087,926(9)â Â 745,342â Â 342,584â Â 4.61% Michael Vasinkevich (10)â Â 542,935(11)â Â 211,206â Â 331,729â Â 4.46% Noam Rubinstein (10)â Â 266,704(11)â Â 103,750â Â 162,954â Â 2.19% Craig Schwabe (10)â Â 28,578(11)â Â 11,117â Â 17,461â Â 0.24% Charles Worthman (10)â Â 8,465(11)â Â 3,293â Â 5,172â Â 0.07% (1) All of the warrants contain certain beneficial ownership limitations, which provide that a holder of the securities will not have the right to exercise any portion of its warrants if such holder, together with its affiliates and attribution parties, would beneficially own in excess of 4.99% or 9.99%, as elected by such holder, of the number of shares of the Companyâ™s Class A common stock outstanding immediately after giving effect to such exercise; provided that the holder may elect to decrease, or upon at least 61 daysâ™ prior notice to the Company, increase such beneficial ownership limitation. In no event shall such beneficial ownership limitation exceed 9.99%. Amounts set forth in the table do not reflect the application of any such blockers. Additionally, stockholders may have acquired or sold shares of Class A common stock on the open market without the Companyâ™s knowledge that may not be reflected. (2) Represents shares of the Companyâ™s Class A common stock underlying the July private placement warrants and July placement agent warrants (as applicable) issued to the Selling Stockholders in connection with the July offering and July warrant exercises (as applicable) and offered hereby. (3) We do not know when or in what amounts a Selling Stockholder may offer shares of our Class A common stock for sale. The Selling Stockholders might not sell any or might sell all of the shares of our Class A common stock offered by this prospectus. Because the Selling Stockholders may offer all or some of the shares of our Class A common stock pursuant to this offering, and because there are currently no agreements, arrangements or understandings with respect to the sale of any of the shares of our Class A common stock, we cannot estimate the number of shares of our Class A common stock that will be held by the Selling Stockholders after completion of the offering. However, for purposes of this table, we have assumed that, after completion of the offering, none of the shares of our Class A common stock covered by this prospectus will be held by the Selling Stockholders. (4) The securities are directly held by Armistice Capital Master Fund Ltd., a Cayman Islands exempted company (the âœMaster Fundâ), and may be deemed to be beneficially owned by: (i) Armistice Capital, LLC (âœArmistice Capitalâ), as the investment manager of the Master Fund; and (ii) Steven Boyd, as the Managing Member of Armistice Capital. The warrants are subject to a beneficial ownership limitation of 4.99%, which such limitation restricts the Selling Stockholder from exercising that portion of the warrants that would result in the Selling Stockholder and its affiliates owning, after exercise, a number of shares of common stock in excess of the beneficial ownership limitation. The address of Armistice Capital Master Fund Ltd. is c/o Armistice Capital, LLC, 510 Madison Avenue, 7th Floor, New York, NY 10022. (5) These shares are comprised of shares of Class A common stock (i)â acquired in the Companyâ™s October registered direct offering; (ii)â purchased in the December registered direct offering, (iii) issuable upon the exercise of the December private placement warrants, which contain a beneficial ownership limitation that provides that a holder of the securities will not have the right to exercise any portion of the warrants if such holder, together with its affiliates and attribution parties, would beneficially own in excess of 4.99% of the number of shares of the Companyâ™s Class A common stock outstanding immediately after giving effect to such exercise; (iv)â purchased in the Companyâ™s April offering, including through pre-funded warrants; (v) acquired upon exercise of the October private placement warrants and April common warrants; (vi) issuable upon the exercise of the April private placement warrants or July private placement warrants, each of which contain a beneficial ownership limitation that provides that a holder of the securities will not have the right to exercise any portion of the warrants if such holder, together with its affiliates and attribution parties, would beneficially own in excess of 4.99% of the number of shares of the Companyâ™s Class A common stock outstanding immediately after giving effect to such exercise; or (vii)â issuable upon the exercise of warrants issued to the Selling Stockholder in a 2021 PIPE offering that are subject to a 4.99% beneficial ownership limitation that prohibits the Master Fund from exercising any portion of those warrants if such exercise would result in the Master Fund owning a percentage of our outstanding Class A common stock exceeding the 4.99% ownership limitation after giving effect to the issuance of Class A common stock in connection with the Master Fundâ™s exercise of any portion of a warrant. (28) (6) The securities are directly held by Hudson Bay Master Fund Ltd. Hudson Bay Capital Management LP, the investment manager of Hudson Bay Master Fund Ltd, has voting and investment power over these securities. Sander Gerber is the managing member of Hudson Bay Capital GP LLC, which is the general partner of Hudson Bay Capital Management LP. Each of Hudson Bay Master Fund Ltd and Sander Gerber disclaim beneficial ownership over these securities. (7) These shares are comprised of shares of Class A common stock issuable upon the exercise of the December private placement warrants, April private placement warrants, June private placement warrants or July private placement warrants, each of which contain a beneficial ownership limitation that provides that a holder of the securities will not have the right to exercise any portion of the warrants if such holder, together with its affiliates and attribution parties, would beneficially own in excess of 9.99% of the number of shares of the Companyâ™s Class A common stock outstanding immediately after giving effect to such exercise. (8) The securities are directly held by Intracoastal Capital LLC. Mitchell P. Kopin (âœMr. Kopinâ) and Daniel B. Asher (âœMr. Asherâ), each of whom are managers of Intracoastal Capital LLC (âœIntracoastalâ), have shared voting control and investment discretion over the securities reported herein that are held by Intracoastal. As a result, each of Mr. Kopin and Mr. Asher may be deemed to have beneficial ownership (as determined under Section 13(d) of the Securities Exchange Act of 1934, as amended (the âœExchange Actâ)) of the securities reported herein that are held by Intracoastal. (9) These shares are comprised of shares of Class A common stock (i) acquired in the Companyâ™s April offering, including through pre-funded warrants; (ii) acquired upon exercise of the April common warrants; (iii)â issuable upon the exercise of the April private placement warrants, June private placement warrants or July private placement warrants, each of which contain a beneficial ownership limitation that provides that a holder of the securities will not have the right to exercise any portion of the warrants if such holder, together with its affiliates and attribution parties, would beneficially own in excess of 4.99% of the number of shares of the Companyâ™s Class A common stock outstanding immediately after giving effect to such exercise; or (iv)â issuable upon the exercise of

warrants issued to the Selling Stockholder in a 2021 PIPE offering that are subject to a 4.99% beneficial ownership limitation that prohibits the Intracoastal from exercising any portion of those warrants if such exercise would result in the Intracoastal owning a percentage of our outstanding Class A common stock exceeding the 4.99% ownership limitation after giving effect to the issuance of Class A common stock in connection with the Intracoastal's exercise of any portion of a warrant. (10) The Selling Stockholder is affiliated with H.C. Wainwright & Co., LLC, a registered broker dealer with a registered address of H.C. Wainwright & Co., LLC, 430 Park Avenue, 3rd Floor, New York, NY 10022, and has sole voting and dispositive power over the securities held. The number of shares of Class A common stock beneficially owned prior to this offering consist of shares of Class A common stock issuable upon exercise of the (i) October placement agent warrants, (ii) December placement agent warrants, (iii) April offering placement agent warrants, (iv) April placement agent warrants, (v) June placement agent warrants and (vi) July placement agent warrants, each of which were received as compensation in connection with the October registered direct offering, December registered direct offering, April offering, April Warrant Inducement Transaction, June Warrant Inducement Transaction, July offering and the July warrant exercises, respectively. The Selling Stockholder acquired the warrants in the ordinary course of business and, at the time the warrants were acquired, the Selling Stockholder had no agreement or understanding, directly or indirectly, with any person to distribute such securities. (11) These shares are comprised of shares of Class A common stock issuable upon the exercise of the October placement agent warrants, December placement agent warrants, April offering placement agent warrants, April placement agent warrants, June placement agent warrants and July placement agent warrants each of which were received as compensation in connection with the October registered direct offering, December registered direct offering, April offering, April Warrant Inducement Transaction, June Warrant Inducement Transaction, July offering and July warrant exercises respectively.

29 PLAN OF DISTRIBUTION

We are registering the Class A common stock on behalf of the Selling Stockholders. Each of the Selling Stockholders and any of their pledgees, assignees, distributees and successors-in-interest of the Class A common stock received after the date of this prospectus from a Selling Stockholder as a gift, pledge, or other transfer, may, from time to time, sell, transfer, or otherwise dispose of any or all of the shares of Class A common stock covered hereby on The Nasdaq Capital Market or any other stock exchange, market or trading facility on which the securities are traded or in private transactions. These dispositions may be at fixed prices, at prevailing market prices at the time of the sale, at varying prices determined at the time of sale, or at negotiated prices. A Selling Stockholder may use any one or more of the following methods when selling securities:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the securities as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- exchange distributions in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- settlement of short sales;
- transactions through broker-dealers that agree with the Selling Stockholders to sell a specified number of such securities at a stipulated price per security;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- a combination of any such methods of sale; or
- any other method permitted pursuant to applicable law.

The Selling Stockholders may also sell securities under Rule 144 or any other exemption from registration under the Securities Act of 1933, as amended (the "Securities Act"), if available, rather than under this prospectus.

Broker-dealers engaged by the Selling Stockholders may arrange for other brokers-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the Selling Stockholders (or, if any broker-dealer acts as agent for the purchaser of securities, from the purchaser) in amounts to be negotiated, but, except as set forth in a supplement to this prospectus, in the case of an agency transaction not in excess of a customary brokerage commission in compliance with FINRA Rule 2121; and in the case of a principal transaction a markup or markdown in compliance with FINRA Rule 2121.

30 In connection with the sale of the Class A common stock or interests therein, the Selling Stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the Class A common stock in the course of hedging the positions they assume. To the extent permitted by applicable securities laws, the Selling Stockholders may also sell the Class A common stock short and deliver these securities to close out their short positions, or loan or pledge the Class A common stock to broker-dealers that in turn may sell these securities. The Selling Stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of the Class A common stock offered by this prospectus, which Class A common stock such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The Selling Stockholders and any underwriters, broker-dealers or agents that participate in the sale of the Class A common stock or interests therein may be "underwriters" within the meaning of the Securities Act. In such event, any discounts, commissions, concessions or profit they earn on any resale of the Class A common stock purchased by them and covered by this prospectus may be deemed to be underwriting discounts and commissions under the Securities Act. Selling Stockholders who are "underwriters" within the meaning of the Securities Act will be subject to the prospectus delivery requirements of the Securities Act. Each Selling Stockholder has informed the Company that it does not have any written or oral agreement or understanding, directly or indirectly, with any person to distribute the Class A common stock.

The Company has agreed to indemnify the Selling Stockholders against certain losses, claims, damages, and liabilities, including liabilities under the Securities Act.

We have agreed to keep the registration statement of which this prospectus is a part effective until the purchasers in the July offering no longer own any private placement warrants or shares of Class A common stock issuable upon the exercise thereof. The Class A common stock will be sold only through registered or licensed brokers or dealers if required under applicable state securities laws. In addition, in certain states, the Class A common stock covered hereby may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

Under applicable rules and regulations under the Exchange Act, any person engaged in the distribution of the Class A common stock may not simultaneously engage in market making activities with respect to our Class A common stock for the applicable restricted period, as defined in Regulation M, prior to the commencement of the distribution. In addition, the Selling Stockholders will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including Regulation M, which may limit the timing of purchases and sales of our Class A common stock by the Selling Stockholders or any other person. We will make copies of this prospectus available to the Selling Stockholders and have informed them of the need to deliver a copy of this prospectus to each purchaser at or prior to the time of the sale.

(including by compliance with Rule 172 under the Securities Act). **31. DESCRIPTION OF SECURITIES TO BE REGISTERED** The following summary description of our Class A common stock is based on the provisions of our Certificate of Incorporation, our Bylaws, and the applicable provisions of the DGCL. This information is qualified entirely by reference to the applicable provisions of our Certificate of Incorporation, our Bylaws, and the DGCL. For information on how to obtain copies of our Certificate of Incorporation and Bylaws, which are exhibits to the registration statement on Form S-1 of which this prospectus forms a part, see the sections titled "Where You Can Find More Information" and "Incorporation of Certain Information by Reference" in this prospectus. **General** Our authorized capital stock consists of (i) 84,295,000 shares of Class A common stock, par value \$0.001 per share, (ii) 15,705,000 shares of Class B common stock, par value \$0.001 per share and (iii) 5,000,000 shares of preferred stock, par value \$0.001 per share. We have two classes of authorized common stock, Class A common stock and Class B common stock. The rights of the holders of Class A common stock and Class B common stock are identical, except with respect to voting and conversion. **Voting.** Holders of our Class A common stock are entitled to one vote for each share held on all matters submitted to a vote of stockholders and holders of our Class B common stock are entitled to five votes for each share of Class B common stock held on all matters submitted to a vote of stockholders. Holders of shares of our Class A common stock and Class B common stock vote together as a single class on all matters (including the election of directors) submitted to a vote of stockholders, unless otherwise required by Delaware law or our Certificate of Incorporation. Delaware law could require either holders of our Class A common stock or Class B common stock to vote separately as a single class in the following circumstances: **(1)** if we were to seek to amend our Certificate of Incorporation to increase or decrease the par value of a class of our capital stock, then that class would be required to vote separately to approve the proposed amendment; and **(2)** if we were to seek to amend our Certificate of Incorporation in a manner that alters or changes the powers, preferences, or special rights of a class of our capital stock in a manner that affected its holders adversely, then that class would be required to vote separately to approve the proposed amendment. **Our Certificate of Incorporation does not provide for cumulative voting for the election of directors.** As a result, the holders of a majority of the voting power of our outstanding capital stock can elect all of the directors then standing for election. Our Certificate of Incorporation establishes a classified Board of Directors, divided into three classes with staggered three-year terms. Only one class of directors will be elected at each annual meeting of our stockholders, with the other classes continuing for the remainder of their respective three-year terms. An election of directors by our stockholders is determined by a plurality of the votes cast by the stockholders entitled to vote on the election. Subject to the supermajority votes for some matters, other matters shall be decided by the affirmative vote of our stockholders having a majority in voting power of the votes cast by the stockholders present or represented and voting on such matter. Our Certificate of Incorporation and Bylaws also provide that our directors may be removed only for cause and only by the affirmative vote of the holders of at least two-thirds in voting power of the outstanding shares of capital stock entitled to vote thereon. In addition, the affirmative vote of the holders of at least two-thirds in voting power of the outstanding shares of capital stock entitled to vote thereon is required to amend or repeal, or to adopt any provision inconsistent with, several of the provisions of our Certificate of Incorporation. **Dividends.** Holders of Class A common stock and Class B common stock are entitled to receive proportionately any dividends as may be declared by our Board of Directors, subject to any preferential dividend rights of any series of preferred stock that we may designate and issue in the future. **32. Liquidation.** In the event of our liquidation or dissolution, the holders of our Class A common stock and Class B common stock will be entitled to receive proportionately our net assets available for distribution to stockholders after the payment of all debts and other liabilities and subject to the prior rights of any outstanding preferred stock. Holders of our Class A common stock and Class B common stock have no preemptive, subscription, redemption, or conversion rights other than the right of the holders of Class B common stock to convert such stock into Class A common stock on a one-for-one basis as noted below. The rights, preferences, and privileges of holders of Class A common stock and Class B common stock will be subject to and may be adversely affected by the rights of the holders of shares of any series of preferred stock that we may designate and issue in the future. **Change of Control Transactions.** In the case of any distribution or payment in respect of the shares of our Class A common stock or Class B common stock upon a merger or consolidation with or into any other entity, or other substantially similar transaction, the holders of our Class A common stock and Class B common stock will be treated equally and identically with respect to shares of Class A common stock or Class B common stock owned by them; provided, however, shares of each class may receive, or have the right to elect to receive, different or disproportionate consideration if the only difference in the per share consideration is that the shares to be distributed to a holder of a share Class B common stock have five times the voting power of any securities distributed to a holder of a share of Class A common stock. **Subdivisions and Combinations.** If we subdivide or combine in any manner outstanding shares of Class A common stock or Class B common stock, the outstanding shares of the other class will be subdivided or combined in the same manner, unless different treatment of the shares of each class is approved by the affirmative vote of the holders of a majority of the outstanding shares of Class A common stock and Class B common stock, each voting as a separate class. **Conversions.** Each outstanding share of Class B common stock is convertible at any time at the option of the holder into one share of Class A common stock. In addition, each share of Class B common stock will convert automatically into one share of Class A common stock upon any transfer, whether or not for value, except for certain permitted transfers described in our Certificate of Incorporation, including transfers to family members, trusts solely for the benefit of the stockholder or their family members, distributions or transfers of shares out to owners of a stockholder, or to partnerships, corporations, and other entities exclusively owned by the stockholder or their family members, as well as affiliates, subject to certain exceptions. Once converted or transferred and converted into Class A common stock, the Class B common stock may not be reissued. However, Class A common stock is not convertible into Class B common stock. **Rights and Preferences.** Except for the conversion feature of our Class B common stock described above, holders of our Class A common stock and Class B common stock have no preemptive, conversion or subscription rights. In addition, there are no redemption or sinking funds provisions applicable to our Class A common stock or Class B common stock. The rights, preferences, and privileges of the holders of our Class A common stock and Class B common stock will be subject to, and may be adversely affected by, the rights of the holders of shares of any series of our preferred stock that we may designate and issue in the future. **Fully Paid and Nonassessable.** All of our outstanding shares of Class A common stock and Class B common stock are fully paid and nonassessable. **33. LEGAL MATTERS** The validity of the shares of Class A common stock offered hereby and certain other legal matters have been passed upon for us by Buchanan Ingersoll & Rooney PC, Pittsburgh, Pennsylvania. Certain attorneys affiliated with Buchanan Ingersoll & Rooney PC own approximately 2,000 shares of Class A common stock. **EXPERTS** The financial statements of Longeveron Inc. as of December 31, 2023 and

December 31, 2022 and for the years then ended, incorporated in this prospectus by reference from the Annual Report on Form 10-K for the year ended December 31, 2023 have been audited by Marcum LLP, an independent registered public accounting firm, as stated in its report (which contains an explanatory paragraph relating to substantial doubt about the ability of Longeveron Inc. to continue as a going concern as described in Note 1 to the financial statements), which report is incorporated herein by reference. Such financial statements have been so incorporated in reliance upon the report of such firm given upon its authority as experts in accounting and auditing. **WHERE YOU CAN FIND MORE INFORMATION** We make periodic and other filings required to be filed by us as a reporting company under Sections 13 and 15(d) of the Exchange Act. The SEC maintains a website at <http://www.sec.gov> that contains the reports, proxy and information statements, and other information that issuers, such as us, file electronically with the SEC. Our website address is <http://longeveron.com>. Information contained on our website, however, is not, and should not be deemed to be, incorporated into this prospectus and you should not consider information contained on our website to be part of this prospectus. We have included our website address as an inactive textual reference only. This prospectus and any prospectus supplement are part of a registration statement that we filed with the SEC and do not contain all of the information in the registration statement. The full registration statement may be obtained from the SEC or us, as provided below. Forms of the documents establishing the terms of the offered securities are or may be filed as exhibits to the registration statement or documents incorporated by reference in the registration statement. Statements in this prospectus or any prospectus supplement about these documents are summaries and each statement is qualified in all respects by reference to the document to which it refers. You should refer to the actual documents for a more complete description of the relevant matters. You may inspect a copy of the registration statement through the SEC's website, as provided above. **INCORPORATION OF CERTAIN INFORMATION BY REFERENCE** The SEC's rules allow us to incorporate by reference information into this prospectus, which means that we can disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is deemed to be part of this prospectus. Any statement contained in this prospectus or a previously filed document incorporated by reference will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus modifies or replaces that statement. We incorporate by reference the following documents or information that we have filed with the SEC: **our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, filed with the SEC on February 27, 2024 as amended on Form 10-K/A and filed with the SEC on March 11, 2024; our Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, filed with the SEC on May 14, 2024; our Current Reports on Form 8-K filed with the SEC on February 22, 2024, March 7, 2024, March 19, 2024, April 11, 2024, April 18, 2024, May 10, 2024, June 18, 2024, July 3, 2024, July 10, 2024, July 17, 2024 and July 19, 2024; and our Definitive Proxy Statement on Schedule 14A, filed with the SEC on May 20, 2024.** In addition to the filings listed above, any future filings made with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after (i) the date of this registration statement and prior to effectiveness of this registration statement and (ii) the date of this prospectus and before the completion of the offering of the securities included in this prospectus, however, we will not incorporate by reference any document or portions thereof that are not deemed filed with the SEC, or any information furnished pursuant to Items 2.02 or 7.01 of Form 8-K or related exhibits furnished pursuant to Item 9.01 of Current Reports on Form 8-K. We will provide, without charge, to each person, including any beneficial owner, to whom a copy of this prospectus is delivered, upon such person's written or oral request, a copy of any and all of the information incorporated by reference in this prospectus. You may request a free copy of any of the documents incorporated by reference in this prospectus by writing or telephoning us at the following address: Longeveron Inc. 1951 NW 7th Avenue, Suite 520 Miami, FL 33136 (305) 909-0840. Exhibits to the filings will not be sent, however, unless those exhibits have specifically been incorporated by reference in this prospectus or any accompanying prospectus supplement. **35 2,565,392 Shares of Class A common stock** **PRELIMINARY PROSPECTUS** **Item 13. Other Expenses of Issuance and Distribution** The following table sets forth the costs and expenses, other than underwriting discounts and commissions, payable in connection with the offering of securities described in this registration statement. All amounts are estimates except for the SEC registration fee. We will bear all expenses shown below. **Amount SEC registration fee** \$1,003.43 **Accounting fees and expenses** \$15,000 **Legal fees and expenses** \$30,000 **Printing and engraving expenses** \$15,000 **Miscellaneous fees and expenses** \$8,000 **Total expenses** \$69,003.43 **Item 14. Indemnification of Directors and Officers** Section 102 of the DGCL permits a corporation to eliminate the personal liability of directors and officers of a corporation to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director or officer, except where the director or officer breached his duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, or obtained an improper personal benefit, or in the case of directors authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law. Our Certificate of Incorporation provides that no director shall be personally liable to us or our stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability, except to the extent that the DGCL prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty. Section 145 of the DGCL provides that a corporation has the power to indemnify a director, officer, employee, or agent of the corporation, or a person serving at the request of the corporation for another corporation, partnership, joint venture, trust or other enterprise in related capacities against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with an action, suit or proceeding to which he was or is a party or is threatened to be made a party to any threatened, ending or completed action, suit or proceeding by reason of such position, if such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, in any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that, in the case of actions brought by or in the right of the corporation, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or other adjudicating court determines that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. **II-1** **Our Certificate of Incorporation** provides that we will indemnify each person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of us) by reason of the fact that he or she is or was, or has agreed to become, a director or officer, or is or was serving, or has agreed to serve, at our

request as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (all such persons being referred to as an "Indemnitee"), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding and any appeal therefrom, if such Indemnitee acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, our best interests, and, with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. Our Certificate of Incorporation provides that we will indemnify any Indemnitee who was or is a party to an action or suit by or in the right of us to procure a judgment in our favor by reason of the fact that the Indemnitee is or was, or has agreed to become, a director or officer, or is or was serving, or has agreed to serve, at our request as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees) and, to the extent permitted by law, amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding, and any appeal therefrom, if the Indemnitee acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, our best interests, except that no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to us, unless a court determines that, despite such adjudication but in view of all of the circumstances, he or she is entitled to indemnification of such expenses. Notwithstanding the foregoing, to the extent that any Indemnitee has been successful, on the merits or otherwise, he or she will be indemnified by us against all expenses (including attorneys' fees) actually and reasonably incurred in connection therewith. Expenses must be advanced to an Indemnitee under certain circumstances. We have entered into indemnification agreements with each of our directors and officers. These indemnification agreements may require us, among other things, to indemnify our directors and officers for some expenses, including attorneys' fees, judgments, fines and settlement amounts incurred by a director or officer in any action or proceeding arising out of his or her service as one of our directors or officers, or any of our subsidiaries or any other company or enterprise to which the person provides services at our request. We maintain a general liability insurance policy that covers certain liabilities of directors and officers of our corporation arising out of claims based on acts or omissions in their capacities as directors or officers. Item 15. Recent Sales of Unregistered Securities. Set forth below is information regarding unregistered securities issued by us within the past three years (as adjusted for the Reverse Split and subject to adjustment based on issuances of additional shares as applicable due to the rounding up of fractional shares resulting from the Reverse Split). Also included is the consideration received by us for such unregistered securities and information relating to the section of the Securities Act, or rule of the SEC, under which exemption from registration was claimed. During the nine months ended September 30, 2021, we issued a total of 16,372 unregistered shares of Class A common stock, with an aggregate value of \$1.2 million, as consideration under various pre-existing consulting and license agreements. More specifically, of the amount noted in the prior sentence, 11,039 shares were issued to University of Miami and 5,333 shares were issued to the Company's investor relations consultants. On November 30, 2021, we entered into a Purchase Agreement with the Purchasers (as defined therein) for the purchase and sale of (a) an aggregate of 116,935 shares of our Class A common stock and warrants to purchase 116,935 shares of Class A common stock ("PIPE purchaser warrants") at an initial exercise price of \$175.00 per share, at a combined purchase price of \$175.00 per share of Class A common stock and PIPE purchaser warrants. We also issued warrants to purchase 4,679 shares of Class A common stock at an initial exercise price of \$175.00 per share to the representatives in the transaction ("PIPE placement agent warrants") and together with the PIPE purchaser warrants, the PIPE warrants. The shares of Class A common stock and the PIPE warrants were issued at a closing on December 3, 2021. II-2 On October 13, 2023, in a private placement concurrent with a registered direct offering, we agreed to sell to an institutional accredited investor unregistered Series A warrants to purchase up to an aggregate of 242,425 shares of its Class A common stock and unregistered Series B warrants to purchase up to an aggregate of 242,425 shares of its Class A common stock. The unregistered Series A warrants have an exercise price of \$16.50 per share, became exercisable commencing on the effective date of stockholder approval of the issuance of the Series A warrants and the shares issuable thereunder, and expire on April 13, 2029. The unregistered Series B warrants have an exercise price of \$16.50 per share, became exercisable commencing on the effective date of stockholder approval of the issuance of the Series B warrants and the shares issuable thereunder, and expire on April 14, 2025. The October private placement warrants were issued at a closing on October 13, 2023, pursuant to the terms of a securities purchase agreement dated October 11, 2023. Pursuant to an engagement letter, on October 13, 2023, we issued to Wainwright, or its designees, warrants to purchase 16,971 shares of Class A common stock (the "October placement agent warrants"). The October 2023 placement agent warrants have substantially the same terms as the October private placement warrants, except that the October placement agent warrants have an exercise price equal to \$20.625, or 125% of the offering price per share of Class A common stock sold in the October registered direct offering, and the October placement agent warrants expire on October 11, 2028. On December 22, 2023, in a private placement concurrent with a registered direct offering, we sold to an institutional accredited investor long-term warrants to purchase up to an aggregate of 135,531 shares of Class A common stock. The December private placement warrants have an exercise price of \$16.20 per share, became immediately exercisable upon the issuance of the December private placement warrants and the shares issuable thereunder, and expire on June 22, 2029. The December 2023 private placement warrants were issued at a closing on December 22, 2023, pursuant to the terms of a securities purchase agreement dated December 20, 2023. Pursuant to an engagement letter, on December 22, 2023, we issued to Wainwright, or its designees, warrants to purchase 9,489 shares of Class A common stock. The December placement agent warrants have substantially the same terms as the December private placement warrants, except that the December placement agent warrants have an exercise price equal to \$21.813, or 125% of the offering price per share of Class A common stock sold in the December registered direct offering, and the December placement agent warrants expire on December 20, 2028. In April 2024, we agreed to issue stock options to a third-party service provider exercisable for up to 50,000 shares of Class A common stock, an exercise price of \$2.15 per share, and quarterly vesting over a three year period. On April 18, 2024, in a private placement transaction, we issued to certain institutional accredited investors long-term warrants to purchase up to an aggregate of 4,799,488 shares of Class A common stock. The Series C warrants and Series D warrants both have an exercise price of \$2.35 per share, became immediately exercisable upon the issuance the warrants and the shares issuable thereunder, and expire on April 18, 2029 and April 18, 2026, respectively. The Series C/D warrants were issued at a closing on April 18, 2024,

pursuant to the terms of a Warrant Inducement Letter signed April 16, 2024. Pursuant to an engagement letter, on April 18, 2024, we issued to Wainwright, or its designees, warrants to purchase 167,982 shares of Class A common stock. The April placement agent warrants have substantially the same terms as the Series C warrants, except that the April placement agent warrants have an exercise price equal to \$3.25. On June 18, 2024, in a private placement transaction, we issued to certain institutional accredited investors long-term warrants to purchase up to an aggregate of 3,395,782 shares of Class A common stock. The June private placement warrants have an exercise price of \$2.50 per share, became immediately exercisable upon the issuance of the warrants and the shares issuable thereunder, and expire on June 18, 2026. The June private placement warrants were issued at a closing on June 18, 2024, pursuant to the terms of a June Warrant Inducement Letter signed June 17, 2024. Pursuant to an engagement letter, on June 18, 2024, we issued to Wainwright, or its designees, June placement agent warrants and prior placement agent warrants to purchase 118,852 shares and 49,130 shares of Class A common stock, respectively. The June placement agent warrants have substantially the same terms as the June private placement warrants, except that the June placement agent warrants have an exercise price equal to \$3.25, and the prior placement agent warrants have an exercise price equal to \$2.9375. On July 19, 2024, in a private placement concurrent with a registered direct offering, we sold to institutional accredited investors warrants to purchase up to an aggregate of 2,236,026 shares of Class A common stock. The July private placement warrants have an exercise price of \$3.90 per share, became immediately exercisable upon the issuance of the July private placement warrants and the shares issuable thereunder, and expire on July 20, 2026. The July private placement warrants were issued at a closing on July 19, 2024, pursuant to the terms of the securities purchase agreement dated July 18, 2024 described herein. Pursuant to an engagement letter, on July 19, 2024, we issued to Wainwright, or its designees, July transaction placement agent warrants to purchase 156,522 shares of Class A common stock. The July transaction placement warrants have substantially the same terms as the July private placement warrants, except that the July transaction placement agent warrants have an exercise price equal to \$5.0313. On July 17, 2024, in connection with the July 10 warrant exercises and pursuant to the terms of an engagement letter with Wainwright, we issued to Wainwright warrants to purchase up to 10,500 shares of Class A common stock. The first tranche July ordinary course placement agent warrants have substantially the same terms as the June private placement agent warrants, except that the first tranche July ordinary course placement agent warrants (i) have an exercise price of \$3.125 per share and (ii) expire July 17, 2026. On July 24, 2024, in connection with the July 17 warrant exercises and pursuant to the terms of an engagement letter with Wainwright, we issued to Wainwright warrants to purchase up to 162,344 shares of Class A common stock. The second tranche July ordinary course placement agent warrants have substantially the same terms as the first tranche July ordinary course placement agent warrants, except that the second tranche July ordinary course placement agent warrants expire July 24, 2026. The offer and sale of all securities listed in this Item 15 were made to a limited number of accredited investors in reliance upon exemptions from the registration requirements pursuant to Section 4(a)(2) under the Securities Act and Regulation D promulgated under the Securities Act. Purchasers who purchased securities as described above represented their intention to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were affixed to the share certificates issued in such transactions. Item 16. Exhibits and Financial Statement Schedules Exhibit Number A Description of Exhibit 2.1 A Plan of Conversion, incorporated by reference to Exhibit 2.1 to the Registrant's Annual Report on Form 10-K filed March 30, 2021 2.2 A Certificate of Conversion of Longeveron LLC, incorporated by reference to Exhibit 2.2 to the Registrant's Annual Report on Form 10-K filed March 30, 2021 3.1 A Certificate of Incorporation of Longeveron Inc., incorporated by reference to Exhibit 4.1 to the Registrant's Registration Statement on Form S-8 filed on February 16, 2021 3.2 A Certificate of Amendment to the Certificate of Incorporation, incorporated by reference to Exhibit 3.1(a) to the Registrant's Current Report on Form 8-K filed on March 19, 2024 3.2 A Bylaws of Longeveron Inc., incorporated by reference to Exhibit 4.2 to the Registrant's Registration Statement on Form S-8 filed on February 16, 2021 3.3 A First Amended and Restated Limited Liability Company Agreement of Longeveron LLC, effective December 31, 2014, incorporated by reference to Exhibit 3.3 to the Registrant's Registration Statement No. 333-252234 filed January 19, 2021 3.3.1 A First Amendment to First Amended and Restated Limited Liability Company Agreement of Longeveron LLC, effective July 18, 2017, incorporated by reference to Exhibit 3.3.1 to the Registrant's Registration Statement No. 333-252234 filed January 19, 2021 3.3.2 A Second Amendment to First Amended and Restated Limited Liability Company Agreement of Longeveron LLC, effective October 5, 2017, incorporated by reference to Exhibit 3.3.2 to the Registrant's Registration Statement No. 333-252234 filed January 19, 2021 3.3.3 A Third Amendment to First Amended and Restated Limited Liability Company Agreement of Longeveron LLC, effective October 23, 2017, incorporated by reference to Exhibit 3.3.3 to the Registrant's Registration Statement No. 333-252234 filed January 19, 2021 3.3.4 A Fourth Amendment to First Amended and Restated Limited Liability Company Agreement of Longeveron LLC, effective October 15, 2023, incorporated by reference to Exhibit 3.3.4 to the Registrant's Registration Statement No. 333-252234 filed January 19, 2021 4.1 A Specimen Common Stock Certificate evidencing the shares of Common Stock, incorporated by reference to Exhibit 4.1 on Registrant's Registration Statement No. 333-252234 filed February 3, 2021 4.2 A IPO Underwriter Warrants issued February 17, 2021, incorporated by reference to Exhibit 4.3 to the Registrant's Annual Report on Form 10-K filed on March 30, 2021 4.3 A Form of PIPE Purchaser Warrant, incorporated by reference to Exhibit 10.4 to the Registrant's Current Report on Form 8-K filed December 3, 2021 4.4 A Form of PIPE Representative Warrant, incorporated by reference to Exhibit 10.5 to the Registrant's Current Report on Form 8-K filed December 3, 2021 4.5 A Form of Pre-Funded Common Stock Purchase Warrant, incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed October 13, 2023 4.6 A Form of Series A/B Common Stock Purchase Warrant, incorporated by reference to Exhibit 4.2 to the Registrant's Current Report on Form 8-K filed October 13, 2023 4.7 A Form of Placement Agent Common Stock Purchase Warrant, incorporated by reference to Exhibit 4.3 to the Registrant's Current Report on Form 8-K filed October 13, 2023 4.8 A Form of Common Stock Warrant, incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed December 20, 2023 4.9 A Form of Placement Agent Warrant, incorporated by reference to Exhibit 4.2 to the Registrant's Current Report on Form 8-K filed December 20, 2023 4.10 A Form of Pre-Funded Warrant, incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed April 11, 2024 4.11 A Form of Common Stock Warrant, incorporated by reference to Exhibit 4.2 to the Registrant's Current Report on Form 8-K filed April 11, 2024 A II-5 A 4.12 A Form of Placement Agent Warrant, incorporated by reference to Exhibit 4.3 to the Registrant's Current Report on Form 8-K filed April 11, 2024 4.13 A Form of Series C/D Common Stock Purchase Warrant, incorporated by reference to Exhibit 4.1 to the Registrant's

Current Report on Form 8-K filed April 18, 2024 4.14 ª Form of Placement Agent Common Stock Purchase Warrant, incorporated by reference to Exhibit 4.2 to the Registrantâ™s Current Report on Form 8-K filed April 18, 2024 4.15 ª Form of New Common Stock Purchase Warrant, incorporated by reference to Exhibit 4.1 to the Registrantâ™s Current Report on Form 8-K filed June 18, 2024 4.16 ª Form of Placement Agent Common Stock Purchase Warrant, incorporated by reference to Exhibit 4.2 to the Registrantâ™s Current Report on Form 8-K filed June 18, 2024 4.17 ª Form of Common Stock Warrant, incorporated by reference to Exhibit 4.1 to the Registrantâ™s Current Report on Form 8-K filed July 19, 2024 4.18 ª Form of Placement Agent Warrant, incorporated by reference to Exhibit 4.2 to the Registrantâ™s Current Report on Form 8-K filed July 19, 2024 4.19\* ª Form of Ordinary Course Placement Agent Warrant 5.1\* ª Opinion of Buchanan Ingersoll & Rooney PC 10.1 ª Exclusive License Agreement dated November 20, 2014, between the University of Miami and Longeveron LLC, incorporated by reference to Exhibit 10.1 to the Registrantâ™s Registration Statement No. 333-252234 filed January 19, 2021 10.1.1 ª Amendment to Exclusive License Agreement dated December 11, 2017, between the University of Miami and Longeveron LLC, incorporated by reference to Exhibit 10.1.1 to the Registrantâ™s Registration Statement No. 333-252234 filed January 19, 2021 10.1.2 ª Second Amendment to Exclusive License Agreement dated March 3, 2021, between the University of Miami and Longeveron Inc., incorporated by reference to Exhibit 10.1 to the Registrantâ™s Current Report on Form 8-K filed March 9, 2021 10.2 ª Collaborative Research and Development Agreement dated March 3, 2021, between the University of Miami and Longeveron Inc., incorporated by reference to Exhibit 10.2 to the Registrantâ™s Current Report on Form 8-K filed March 9, 2021 10.3 ª License Agreement dated December 22, 2016, between JMHMD Holdings, LLC and Longeveron LLC, incorporated by reference to Exhibit 10.2 to the Registrantâ™s Registration Statement No. 333-252234 filed January 19, 2021 10.3.1 ª First Amendment to License Agreement effective December 22, 2016, by and between JMHMD Holdings, LLC and Longeveron LLC, incorporated by reference to Exhibit 10.2.1 to the Registrantâ™s Registration Statement No. 333-252234 filed January 19, 2021 10.4# ª Consulting Services Agreement, dated November 20, 2014, by and between Longeveron LLC and Joshua M. Hare, M.D., incorporated by reference to Exhibit 10.3 to the Registrantâ™s Registration Statement No. 333-252234 filed January 19, 2021 10.5 ª Lease Agreement, dated October 6, 2015, by and between Wexford Miami, LLC and Longeveron LLC, incorporated by reference to Exhibit 10.5 to the Registrantâ™s Registration Statement No. 333-252234 filed January 19, 2021 10.6 ª Grant Agreement, dated October 1, 2020, by and between the Maryland Stem Cell Research Commission, acting by and through the Maryland Technology Development Corporation, and Longeveron LLC, incorporated by reference to Exhibit 10.6 to the Registrantâ™s Registration Statement No. 333-252234 filed January 19, 2021 10.7 ª Alzheimerâ™s Association Grant to Longeveron LLC, dated April 11, 2019, incorporated by reference to Exhibit 10.7 to the Registrantâ™s Registration Statement No. 333-252234 filed January 19, 2021 10.8 ª National Institutes of Health Grant to Longeveron LLC, dated April 26, 2019, incorporated by reference to Exhibit 10.8 to the Registrantâ™s Registration Statement No. 333-252234 filed January 19, 2021 10.9 ª National Institutes of Health Grant to Longeveron LLC, dated June 24, 2020, incorporated by reference to Exhibit 10.9 to the Registrantâ™s Registration Statement No. 333-252234 filed January 19, 2021 10.10 ª National Institutes of Health Grant to University of Maryland Baltimore, dated September 9, 2020, incorporated by reference to Exhibit 10.10 to the Registrantâ™s Registration Statement No. 333-252234 filed January 19, 2021 10.11 ª Paycheck Protection Program Promissory Note dated April 16, 2020, incorporated by reference to Exhibit 10.11 to the Registrantâ™s Registration Statement No. 333-252234 filed January 19, 2021 10.12 ª 2017 Longeveron LLC Incentive Plan, dated July 18, 2017, incorporated by reference to Exhibit 10.12 to the Registrantâ™s Registration Statement No. 333-252234 filed January 19, 2021 ª II-6 ª 10.13 ª Longeveron Inc. 2021 Incentive Award Plan, incorporated by reference to Exhibit 10.13 on Registrantâ™s Registration Statement No. 333-252234 filed February 3, 2021 10.14 ª Amended and Restated Longeveron Inc. 2021 Incentive Award Plan, incorporated by reference to Appendix A to the Registrantâ™s Definitive Proxy Statement on Schedule 14A filed with the SEC on April 28, 2023 10.15 ª Second Amended and Restated Longeveron Inc. 2021 Incentive Award Plan, incorporated by reference to Appendix A to the Registrantâ™s Definitive Proxy Statement on Schedule 14A filed with the SEC on May 20, 2024 10.16 ª Form of Indemnification Agreement for Officers and Directors, incorporated by reference to Exhibit 10.14 to the Registrantâ™s Registration Statement No. 333-252234 filed February 3, 2021 10.17 ª Form of Securities Purchase Agreement, incorporated by reference to Exhibit 10.1 to the Registrantâ™s Current Report on Form 8-K filed December 3, 2021 10.18 ª Form of Registration Rights Agreement, incorporated by reference to Exhibit 10.3 to the Registrantâ™s Current Report on Form 8-K filed December 3, 2021 10.19 ª Form of Securities Purchase Agreement, incorporated by reference to Exhibit 10.1 to the Registrantâ™s Current Report on Form 8-K filed October 13, 2023 10.20 ª Form of Securities Purchase Agreement, incorporated by reference to Exhibit 10.1 to the Registrantâ™s Current Report on Form 8-K filed December 22, 2023 10.21 ª Form of Securities Purchase Agreement, incorporated by reference to Exhibit 10.1 to the Registrantâ™s Current Report on Form 8-K filed April 11, 2024 10.22 ª Form of Warrant Amendment Agreement, dated April 8, 2024, by and between the Company and the Purchasers signatory thereto, incorporated by reference to Exhibit 10.2 to the Registrantâ™s Current Report on Form 8-K filed April 11, 2024 10.23 ª Form of Inducement Letter Agreement, dated April 16, 2024, by and between the Company and each Holder, incorporated by reference to Exhibit 10.1 to the Registrantâ™s Current Report on Form 8-K filed April 18, 2024 10.24 ª Form of Inducement Letter Agreement, dated June 17, 2024, by and between the Company and each Holder, incorporated by reference to Exhibit 10.1 to the Registrantâ™s Current Report on Form 8-K filed June 18, 2024 10.25 ª Form of Securities Purchase Agreement, dated July 18, 2024, incorporated by reference to the Registrantâ™s Current Report on Form 8-K filed July 19, 2024 21.1 ª Subsidiaries of the Registrant, incorporated by reference to Exhibit 21.1 to the Registrantâ™s Registration Statement No. 333-252234 filed January 19, 2021 23.1\* ª Consent of Marcum LLP, independent registered public accounting firm 23.2\* ª Consent of Buchanan Ingersoll & Rooney PC (included in Exhibit 5.1) 24.1\* ª Power of Attorney (included on signature page to this Registration Statement) 101.INS ª Inline XBRL Instance Document 101.SCH ª Inline XBRL Taxonomy Extension Schema Document 101.CAL ª Inline XBRL Taxonomy Extension Calculation Linkbase Document 101.DEF ª Inline XBRL Taxonomy Extension Definition Linkbase Document 101.LAB ª Inline XBRL Taxonomy Extension Label Linkbase Document 101.PRE ª Inline XBRL Taxonomy Extension Presentation Linkbase Document 104 ª Cover Page Interactive Data File (embedded within the Inline XBRL document and included in Exhibit 101) 107\* ª Filing Fee Table ª Filed herewith # Indicates management contract or compensatory plan. ª II-7 ª Item 17. Undertakings. ª (a) The undersigned registrant hereby undertakes: ª (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement: ª (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933; ª (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective

amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the â€œCalculation of Registration Feeâ€ table in the effective registration statement; and (iii) To include any material information with respect to the plan of distribution not previously disclosed in this registration statement or any material change to such information in this registration statement; provided, however, that Paragraphs (i), (ii), and (iii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this registration statement. (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering. (4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser: each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness; provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use. (b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrantâ€™s annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit planâ€™s annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. (c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

II-8 A SIGNATURES A Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in Miami, Florida, on this 6 day of August, 2024. A LONGEVERON INC. A A By: /s/ Waâ€™el Hashad A Name: A Waâ€™el Hashad A Title: Chief Executive Officer A POWER OF ATTORNEY A Each person whose signature appears below constitutes and appoints Waâ€™el Hashad, Lisa Locklear and Paul Lehr and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign this Registration Statement on Form S-1 and any and all amendments (including post-effective amendments) thereto of Longeveron Inc. and to file the same, with all exhibits thereto and all other documents in connection therewith, with the SEC, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their, his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof. A Pursuant to the requirements of the Securities Act of 1933, this registration statement on Form S-1 has been signed by the following persons in the capacities and on the dates indicated. A Signature A Title A Date A A A A A /s/ Waâ€™el Hashad A Chief Executive Officer and Director A August 6, 2024 Waâ€™el Hashad A (principal executive officer) A A A A A /s/ Lisa A. Locklear A Chief Financial Officer A August 6, 2024 Lisa A. Locklear A (principal financial and accounting officer) A A A A A A /s/ Joshua Hare A Director A August 6, 2024 Joshua M. Hare A A A A A /s/ Neil Hare A Director A August 6, 2024 Neil E. Hare A A A A A A /s/ Rock Soffer A Director A August 6, 2024 Rock Soffer A A A A A A /s/ Richard Kender A Director A August 6, 2024 Richard Kender A A A A A A /s/ Khoso Baluch A Director A August 6, 2024 Khoso Baluch A A A A A A /s/ Ursula Ungaro A Director A August 6, 2024 Ursula Ungaro A A A A A A A A /s/ Neha Motwani A Director A August 6, 2024 Neha Motwani A A A A A A /s/ Roger Hajjar A Director A August 6, 2024 Roger J. Hajjar A A A A A II-9 A false 0001721484 0001721484 2024-01-01 2024-03-31 EX-4.19 2 ea021066401ex4-19\_longeveron.htm FORM OF ORDINARY COURSE PLACEMENT AGENT WARRANT Exhibit 4.19 A NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE â€œSECURITIES ACTâ€), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. THIS SECURITY AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES. A PLACEMENT AGENT CLASS A COMMON STOCK PURCHASE WARRANT A LONGEVERON INC. A A Warrant Shares:

Issue Date: July \_\_\_, 20241 A Initial Exercise Date: July \_\_\_, 20242 A THIS PLACEMENT AGENT CLASS A COMMON STOCK PURCHASE WARRANT (the â€œWarrantâ€) certifies that, for value received, \_\_\_\_\_ or its

assigns (the "Holder") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the date set forth above (the "Initial Exercise Date") and on or prior to 5:00 p.m. (New York City time) on July \_\_, 20263 (the "Termination Date") but not thereafter, to subscribe for and purchase from LONGEVERON INC., a Delaware corporation (the "Company"), up to \_\_\_\_ shares (as subject to adjustment hereunder, the "Warrant Shares") of the Company's Common Stock (as defined herein). The purchase price of one share of Common Stock under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b). This Warrant is being issued pursuant to that certain Engagement Agreement, by and between the Company and H.C. Wainwright & Co., LLC, dated as of March 1, 2024, as amended on April 3, 2024, April 9, 2024, April 16, 2024, and June 17, 2024 (the "Engagement Letter"). **1** Note to Draft: There are two tranches of placement agent warrants: -For the first tranche, based on the June 2024 private placement warrants exercised on July 10, 2024, the issue date is July 17, 2024. -For the second tranche, based on the June 2024 private placement warrants exercised on July 17, 2024, the issue date is July 24, 2024. **2** Note to Draft: Both tranches of warrants are immediately exercisable. **3** Note to Draft: There are two tranches of placement agent warrants: -For the first tranche, based on the June 2024 private placement warrants exercised on July 10, 2024, the expiration is July 17, 2026. -For the second tranche, based on the June 2024 private placement warrants exercised on July 17, 2024, the expiration date is July 24, 2026. **1** **A** **Section 1. Definitions.** In addition to the terms defined elsewhere in this Warrant, the following terms have the meanings indicated in this Section 1: **A** "Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act. **A** "Board of Directors" means the board of directors of the Company. **A** "Business Day" means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed; provided, however, for clarification, commercial banks shall not be deemed to be authorized or required by law to remain closed due to **A** **stay at home**, **A** **shelter-in-place**, **A** **non-essential employee** or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any governmental authority so long as the electronic funds transfer systems (including for wire transfers) of commercial banks in The City of New York generally are open for use by customers on such day. **A** "Commission" means the United States Securities and Exchange Commission. **A** "Common Stock" means the Class A common stock of the Company, par value \$0.001 per share, and any other class of securities into which such securities may hereafter be reclassified or changed. **A** "Common Stock Equivalents" means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock. **A** "Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder. **A** "Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind. **A** "Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule. **A** "Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder. **A** **2** **A** "Subsidiary" means any subsidiary of the Company required to be listed pursuant to Item 601(b)(21) of Regulation S-K. **A** "Trading Day" means a day on which the principal Trading Market is open for trading. **A** "Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market or the New York Stock Exchange (or any successors to any of the foregoing). **A** "Transfer Agent" means Colonial Stock Transfer Company, Inc., the current transfer agent of the Company, with a mailing address of 7840 S 700 E, Sandy, UT 84070, and any successor transfer agent of the Company. **A** "Warrants" means this Warrant and other Common Stock purchase warrants issued by the Company pursuant to the Engagement Letter. **A** **Section 2. Exercise.** **A** **a) Exercise of Warrant.** Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company of a duly executed PDF copy submitted by e-mail (or e-mail attachment) of the Notice of Exercise in the form annexed hereto (the "Notice of Exercise"). Within the earlier of (i) one (1) Trading Day and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined in Section 2(d)(i) herein) following the date of exercise as aforesaid, the Holder shall deliver the aggregate Exercise Price for the Warrant Shares specified in the applicable Notice of Exercise by wire transfer or cashier's check drawn on a United States bank unless the cashless exercise procedure specified in Section 2(c) below is specified in the applicable Notice of Exercise. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise be required. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within three (3) Trading Days of the date on which the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise within one (1) Trading Day of receipt of such notice. The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof. **A** **3** **A** **b) Exercise Price.** The exercise price per share of Common Stock under this Warrant shall be \$3.125, subject to adjustment hereunder (the "Exercise Price"). **A** **c) Cashless Exercise.** If at the time of exercise hereof there is no effective registration statement registering, or the prospectus contained therein is not available for the resale of the Warrant Shares by the Holder, then this Warrant may also be exercised, in whole or in part, at such time by means of a **A** **cashless exercise** in which the Holder shall be entitled to receive a number of Warrant Shares equal to the quotient obtained by dividing [(A-B) (X)] by (A), where: **A** (A) =as applicable: (i) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise if such Notice of Exercise is (1) both executed and delivered pursuant to Section 2(a) hereof on a day that is

not a Trading Day or (2) both executed and delivered pursuant to Section 2(a) hereof on a Trading Day prior to the opening of â€œregular trading hoursâ€ (as defined in Rule 600(b) of Regulation NMS promulgated under the federal securities laws) on such Trading Day, (ii) at the option of the Holder, either (y) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise or (z) the Bid Price of the Common Stock on the principal Trading Market as reported by Bloomberg L.P. (â€œBloombergâ€) as of the time of the Holderâ€™s execution of the applicable Notice of Exercise if such Notice of Exercise is executed during â€œregular trading hoursâ€ on a Trading Day and is delivered within two (2) hours thereafter (including until two (2) hours after the close of â€œregular trading hoursâ€ on a Trading Day) pursuant to Section 2(a) hereof or (iii) the VWAP on the date of the applicable Notice of Exercise if the date of such Notice of Exercise is a Trading Day and such Notice of Exercise is both executed and delivered pursuant to Section 2(a) hereof after the close of â€œregular trading hoursâ€ on such Trading Day; (B) =the Exercise Price of this Warrant, as adjusted hereunder; and (X) =the number of Warrant Shares that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a cashless exercise. (C) â€œBid Priceâ€ means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the bid price of the Common Stock for the time in question (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if the OTCQB Venture Market (â€œOTCQBâ€) or the OTCQX Best Market (â€œOTCQXâ€) is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported on the Pink Open Market (â€œPink Marketâ€) operated by the OTC Markets, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Holders of a majority in interest of the Securities then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company. (D) â€œVWAPâ€ means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported on The Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Holders of a majority in interest of the Securities then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company. (E) If Warrant Shares are issued in such a cashless exercise, the parties acknowledge and agree that in accordance with Section 3(a)(9) of the Securities Act, the holding period of the Warrant Shares being issued may be tacked on to the holding period of this Warrant. (F) The Company agrees not to take any position contrary to this Section 2(c). (G) Mechanics of Exercise. (i) Delivery of Warrant Shares Upon Exercise. The Company shall cause the Warrant Shares purchased hereunder to be transmitted by the Transfer Agent to the Holder by crediting the account of the Holderâ€™s or its designeeâ€™s balance account with The Depository Trust Company through its Deposit or Withdrawal at Custodian system (â€œDWACâ€) if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the issuance of the Warrant Shares to or resale of the Warrant Shares by the Holder or (B) the Warrant Shares are eligible for resale by the Holder without volume or manner-of-sale limitations pursuant to Rule 144 (assuming cashless exercise of the Warrants), and otherwise by physical delivery of a certificate, registered in the Companyâ€™s share register in the name of the Holder or its designee, for the number of Warrant Shares to which the Holder is entitled pursuant to such exercise to the address specified by the Holder in the Notice of Exercise by the date that is the earlier of (i) one (1) Trading Day after the delivery to the Company of the Notice of Exercise and (ii) the number of Trading Days comprising the Standard Settlement Period, in each case after the delivery to the Company of the Notice of Exercise (such date, the â€œWarrant Share Delivery Dateâ€). Upon delivery of the Notice of Exercise, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the Warrant Shares, provided that payment of the aggregate Exercise Price (other than in the case of a cashless exercise) is received within the earlier of (i) one (1) Trading Day and (ii) the number of Trading Days comprising the Standard Settlement Period, in each case following delivery of the Notice of Exercise. If the Company fails for any reason to deliver to the Holder the Warrant Shares subject to a Notice of Exercise by the Warrant Share Delivery Date, the Company shall pay to the Holder, in cash, as liquidated damages and not as a penalty, for each \$1,000 of Warrant Shares subject to such exercise (based on the VWAP of the Common Stock on the date of the applicable Notice of Exercise), \$10 per Trading Day (increasing to \$20 per Trading Day on the third (3rd) Trading Day after the Warrant Share Delivery Date) for each Trading Day after such Warrant Share Delivery Date until such Warrant Shares are delivered or Holder rescinds such exercise. The Company agrees to maintain a transfer agent that is a participant in the FAST program so long as this Warrant remains outstanding and exercisable. As used herein, â€œStandard Settlement Periodâ€ means the standard settlement period, expressed in a number of Trading Days, on the Companyâ€™s primary Trading Market with respect to the Common Stock as in effect on the date of delivery of the Notice of Exercise. (ii) Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant certificate, at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant. (iii) Rescission Rights. If the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares pursuant to Section 2(d)(i) by the Warrant Share Delivery Date, then the Holder will have the right to rescind such exercise. (iv) Compensation for Buy-In on Failure to Timely Deliver Warrant Shares Upon Exercise. In addition to any other rights available to the Holder, if the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares in accordance with the provisions of Section 2(d)(i) above pursuant to an exercise on or before the Warrant Share Delivery Date (other than any such failure that is solely due to any action or inaction by the Holder with respect to such exercise), and if after such date the

Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holder's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (A) pay in cash to the Holder the amount, if any, by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (y) the amount obtained by multiplying (1) the number of Warrant Shares that the Company was required to deliver to the Holder in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Warrant Shares for which such exercise was not honored (in which case such exercise shall be deemed rescinded) or deliver to the Holder the number of shares of Common Stock that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases Common Stock having a total purchase price of \$11,000 to cover a Buy-In with respect to an attempted exercise of shares of Common Stock with an aggregate sale price giving rise to such purchase obligation of \$10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay the Holder \$1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver shares of Common Stock upon exercise of the Warrant as required pursuant to the terms hereof.

Â v. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.

Â vi. Charges, Taxes and Expenses. Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Warrant Shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event that Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Exercise and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Warrant Shares.

Â vii. Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

Â 6

Â e) Holder's Exercise Limitations. The Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates (such Persons, "Attribution Parties")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Affiliates and Attribution Parties shall include the number of shares of Common Stock issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any other Common Stock Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 2(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(e) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 2(e), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within one (1) Trading Day confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 4.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon exercise of this Warrant. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(e), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon exercise of this Warrant held by the Holder and the provisions of this Section 2(e) shall continue to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise

than in strict conformity with the terms of this Section 2(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant. **Â 7 Â A Section 3. Certain Adjustments.** **Â a) Stock Dividends and Splits.** If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues by reclassification of shares of the Common Stock any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification. **Â b) Subsequent Rights Offerings.** In addition to any adjustments pursuant to Section 3(a) above, if at any time the Company grants, issues or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock (the "Purchase Rights"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, that to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation). **Â c) Pro Rata Distributions.** During such time as this Warrant is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "Distribution"), at any time after the issuance of this Warrant, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution (provided, however, that to the extent that the Holder's right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any shares of Common Stock as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation). **Â 8 Â A d) Fundamental Transaction.** If, at any time while this Warrant is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company (or any Subsidiary), directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of the assets of the Company in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the voting power of the common equity of the Company, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, or (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off, merger or scheme of arrangement) with another Person or group of Persons whereby such other Person or group acquires 50% or more of the voting power of the common equity of the Company (each a "Fundamental Transaction"), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder (without regard to any limitation in Section 2(e) on the exercise of this Warrant), the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such Fundamental Transaction (without regard to any limitation in Section 2(e) on the exercise of this Warrant). For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. Notwithstanding anything to the contrary, in the event of a Fundamental

Transaction, the Company or any Successor Entity (as defined below) shall, at the Holder's option, exercisable at any time concurrently with, or within 30 days after, the consummation of the Fundamental Transaction (or, if later, the date of the public announcement of the applicable Fundamental Transaction), purchase this Warrant from the Holder by paying to the Holder an amount of cash equal to the Black Scholes Value (as defined below) of the remaining unexercised portion of this Warrant on the date of the consummation of such Fundamental Transaction; provided, however, that, if the Fundamental Transaction is not within the Company's control, including not approved by the Company's Board of Directors, the Holder shall only be entitled to receive from the Company or any Successor Entity the same type or form of consideration (and in the same proportion), at the Black Scholes Value of the unexercised portion of this Warrant, that is being offered and paid to the holders of Common Stock of the Company in connection with the Fundamental Transaction, whether that consideration be in the form of cash, stock or any combination thereof, or whether the holders of Common Stock are given the choice to receive from among alternative forms of consideration in connection with the Fundamental Transaction; provided, further, that if holders of Common Stock of the Company are not offered or paid any consideration in such Fundamental Transaction, such holders of Common Stock will be deemed to have received common stock of the Successor Entity (which Entity may be the Company following such Fundamental Transaction) in such Fundamental Transaction. "Black Scholes Value" means the value of this Warrant based on the Black-Scholes Option Pricing Model obtained from the "OV" function on Bloomberg determined as of the day of consummation of the applicable Fundamental Transaction for pricing purposes and reflecting (A) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the time between the date of the public announcement of the applicable contemplated Fundamental Transaction and the Termination Date, (B) an expected volatility equal to the greater of (1) the 30 day volatility, (2) the 100 day volatility or (3) the 365 day volatility, each of clauses (1)-(3) as obtained from the HVT function on Bloomberg (determined utilizing a 365 day annualization factor) as of the Trading Day immediately following the public announcement of the applicable contemplated Fundamental Transaction, (C) the underlying price per share used in such calculation shall be the highest VWAP during the period beginning on the Trading Day immediately preceding the public announcement of the applicable contemplated Fundamental Transaction (or the consummation of the applicable Fundamental Transaction, if earlier) and ending on the Trading Day of the Holder's request pursuant to this Section 3(d) and (D) a remaining option time equal to the time between the date of the public announcement of the applicable contemplated Fundamental Transaction and the Termination Date and (E) a zero cost of borrow. The payment of the Black Scholes Value will be made by wire transfer of immediately available funds (or such other consideration) within the later of (i) five Business Days of the Holder's election and (ii) the date of consummation of the Fundamental Transaction. The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Company under this Warrant in accordance with the provisions of this Section 3(d) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the Holder, deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant which is exercisable for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall be added to the term "Company" under this Warrant (so that from and after the occurrence or consummation of such Fundamental Transaction, each and every provision of this Warrant referring to the "Company" shall refer instead to each of the Company and the Successor Entity or Successor Entities, jointly and severally), and the Successor Entity or Successor Entities, jointly and severally with the Company, may exercise every right and power of the Company prior thereto and the Successor Entity or Successor Entities shall assume all of the obligations of the Company prior thereto under this Warrant with the same effect as if the Company and such Successor Entity or Successor Entities, jointly and severally, had been named as the Company herein. *A* 9 *A* *e*) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding. *A* *f*) Notice to Holder. *A* *i*. Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly deliver to the Holder by email a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment. *A* *ii*. Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company (or any of its Subsidiaries) is a party, any sale or transfer of all or substantially all of its assets, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be delivered by email to the Holder at its last email address as it shall appear upon the Warrant Register of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to deliver such notice or any defect therein or in the

delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided in this Warrant constitutes, or contains, material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein. **4. Transfer of Warrant.** **a) Transferability.** Subject to compliance with any applicable securities laws and the conditions set forth in Section 4(d) hereof, this Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within three (3) Trading Days of the date on which the Holder delivers an assignment form to the Company assigning this Warrant in full. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued. **b) New Warrants.** Subject to compliance with applicable securities laws, this Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the Issue Date of this Warrant and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto. **c) Warrant Register.** The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary. **d) Transfer Restrictions.** If, at the time of the surrender of this Warrant in connection with any transfer of this Warrant, the transfer of this Warrant shall not be either (i) registered pursuant to an effective registration statement under the Securities Act and under applicable state securities or blue sky laws or (ii) eligible for resale without volume or manner-of-sale restrictions or current public information requirements pursuant to Rule 144, the Company may require, as a condition of allowing such transfer, that the Holder or transferee of this Warrant, as the case may be, provide to the Company an opinion of counsel in form and substance reasonably satisfactory to the Company to the effect that the transfer of this Warrant does not require registration under the Securities Act. **e) Representation by the Holder.** The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Shares issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Shares or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempted under the Securities Act. **5. Miscellaneous.** **a) No Rights as Stockholder Until Exercise; No Settlement in Cash.** This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 2(d)(i), except as expressly set forth in Section 3. Without limiting any rights of a Holder to receive Warrant Shares on a "cashless exercise" pursuant to Section 2(c) or to receive cash payments pursuant to Section 2(d)(i) and Section 2(d)(iv) herein, in no event shall the Company be required to net cash settle an exercise of this Warrant. **b) Loss, Theft, Destruction or Mutilation of Warrant.** The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate. **c) Saturdays, Sundays, Holidays, etc.** If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Trading Day, then such action may be taken or such right may be exercised on the next succeeding Trading Day. **d) Authorized Shares.** The Company covenants that, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of issuing the necessary Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Stock may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue). **e) Except and to the extent as waived or consented to by the Holder,** the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant

Shares upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant. **A 12** **A** Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof. **A e) Jurisdiction.** All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. The Company and, by accepting this Warrant, the Holder each agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Warrant (whether brought against the Company or the Holder or their respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. The Company and, by accepting this Warrant, the Holder each hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding. The Company and, by accepting this Warrant, the Holder each hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to it at the address in effect for notices to it under this Warrant and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. If the Company or the Holder shall commence an action, suit or proceeding to enforce any provisions of this Warrant, the prevailing party in such action, suit or proceeding shall be reimbursed by the other party for their reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding. **A f) Restrictions.** The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered, and the Holder does not utilize cashless exercise, will have restrictions upon resale imposed by state and federal securities laws. **A g) Nonwaiver and Expenses.** No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies. Without limiting any other provision of this Warrant, if the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder. **A 13** **A** **h) Notices.** Any and all notices or other communications or deliveries to be provided by the Holders hereunder including, without limitation, any Notice of Exercise, shall be in writing and delivered personally, by e-mail, or sent by a nationally recognized overnight courier service, addressed to the Company, at 1951 NW 7th Avenue, Suite 520, Miami, FL 33136 Attention: Wa'el Hashad, Chief Executive Officer, email address: whashad@longeveron.com, with a copy (which shall not constitute notice) to Buchanan Ingersoll & Rooney PC, Union Trust Building, 501 Grant Street, Suite 200, Pittsburgh, PA 15219 Attention: Jennifer Minter, Esq., email address: jennifer.minter@bipc.com, or such other email address or address as the Company may specify for such purposes by notice to the Holders. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by e-mail, or sent by a nationally recognized overnight courier service addressed to the Holder at the e-mail address or address of the Holder appearing on the books of the Company. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the time of transmission, if such notice or communication is delivered via e-mail at the e-mail address set forth in this Section prior to 5:30 p.m. (New York City time) on any date, (ii) the next Trading Day after the time of transmission, if such notice or communication is delivered via e-mail at the e-mail address set forth in this Section on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given. To the extent that any notice provided by the Company hereunder constitutes, or contains, material, non-public information regarding the Company or any Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. **A i) Limitation of Liability.** No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company. **A j) Remedies.** The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate. **A k) Successors and Assigns.** Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares. **A l) Amendment.** This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company, on the one hand, and the Holder of this Warrant, on the other hand. **A m) Severability.** Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant. **A n) Headings.** The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant. **A \*\*\*\*\*** **A** (Signature Page Follows) **A 14** **A** **IN** **WITNESS WHEREOF,** the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated. **A** **A** LONGEVERON INC. **A** **A** **A** **A** By: **A** **A** Name: **A** Lisa A. Locklear **A** **A** Title: Chief Financial Officer **A** **A** **A** NOTICE OF EXERCISE **A** To: LONGEVERON INC. **A** (1) The undersigned hereby

elects to purchase \_\_\_\_\_ Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any. (2) Payment shall take the form of (check applicable box): in lawful money of the United States; or if permitted the cancellation of such number of Warrant Shares as is necessary, in accordance with the formula set forth in subsection 2(c), to exercise this Warrant with respect to the maximum number of Warrant Shares purchasable pursuant to the cashless exercise procedure set forth in subsection 2(c). (3) Please issue said Warrant Shares in the name of the undersigned or in such other name as is specified below: \_\_\_\_\_ The Warrant Shares shall be delivered to the following DWAC Account Number: \_\_\_\_\_

Â (4) Accredited Investor. The undersigned is an accredited investor as defined in Regulation D promulgated under the Securities Act of 1933, as amended. [SIGNATURE OF HOLDER] Name of Investing Entity:

Signature of Authorized Signatory of Investing Entity: \_\_\_\_\_ Name of Authorized Signatory: \_\_\_\_\_ Title of Authorized Signatory: \_\_\_\_\_ Date: \_\_\_\_\_

Â Â Â EXHIBIT B Â

ASSIGNMENT FORM (To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to exercise the Warrant to purchase shares.) FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to Name: (Please Print) Address: (Please Print) Phone Number: Email Address: Dated: Holder's Signature: Holder's Address:

EX-5.1 3 ea021066401ex5-1\_longeveron.htm OPINION OF BUCHANAN INGERSOLL & ROONEY PC Exhibit 5.1 Union Trust Building 501 Grant Street, Suite 200 Pittsburgh, PA 15219-4413 Phone: 412-562-8800 Fax: 412-562-1041 www.bipc.com August 6, 2024 Longeveron Inc. 1951 NW 7th Avenue Suite 520 Miami, FL 33136 Ladies and Gentlemen: We have acted as counsel to Longeveron Inc., a Delaware corporation (the "Company"), in connection with the preparation and filing of a Registration Statement on Form S-1 (as amended or supplemented, the "Registration Statement") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement relates to the offering for resale, on a delayed or continuous basis, by the selling stockholders named in the Registration Statement (the "Selling Stockholders") of up to an aggregate of 2,565,392 shares of the Company's Class A common stock, \$0.001 par value per share (the "Common Stock") issuable upon the exercise of certain warrants held by the Selling Stockholders, including (i) up to 2,236,026 shares of Common Stock (the "Private Placement Warrant Shares") that are issuable upon the exercise of warrants to purchase Common Stock (the "Private Placement Warrants") and (ii) up to 329,366 shares of Common Stock (the "Placement Agent Warrant Shares") and, together with the Private Placement Warrant Shares, the "Warrant Shares") that are issuable upon the exercise of placement agent warrants to purchase shares of Common Stock (the "Placement Agent Warrants") and, together with the Private Placement Warrants, the "Warrants"). We have reviewed copies of (i) the Registration Statement, together with the exhibits thereto and the documents incorporated by reference therein; (ii) the certificate of incorporation of the Company, as amended to date and as currently in effect (the "Certificate of Incorporation"); (iii) the bylaws of the Company as currently in effect (the "Bylaws"), (iv) the Warrants, and (v) records of the corporate proceedings of the Company including certain resolutions of the Company's Board of Directors authorizing the issuance of the Warrants, the reservation and future issuance of the Warrant Shares, the registration of the Warrant Shares, and other related matters (the "Authorizing Resolutions"). We have also reviewed such other documents and made such other investigations as we have deemed appropriate to enable us to render the opinions set forth herein. As to various questions of fact material to this opinion, we have relied upon statements, representations, certificates and other assurances of officers or representatives of the Company, public officials and others. We have not independently verified the facts so relied on. In our examination of the documents described above, we have assumed the genuineness of all signatures, the legal capacity of all individual signatories, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies, the authenticity of such original documents and the completeness and accuracy of all such documents provided to us by the Company. As to any facts material to the opinions expressed herein, we have, when such facts were not independently established, relied upon certificates of public officials and certificates, oaths, declarations and representations of the Company and of its officers, directors and other representatives. We have assumed the due authorization, execution and delivery of all documents where due authorization, execution and delivery are a prerequisite to the effectiveness thereof. We have further assumed that the Company will continue to be presently subsisting in good standing and will continue to have the requisite legal status and legal capacity, under the laws of the State of Delaware, and that the Company has complied and will comply with all aspects of applicable laws of jurisdictions other than the United States of America in connection with the transactions contemplated by the Registration Statement. For the purposes of this opinion letter, we have assumed that at the time of issuance of each Warrant Share, the Certificate of Incorporation, the Bylaws, the Warrants, and the Authorizing Resolutions, as applicable, will not have been rescinded, modified or amended and will be in full force and effect. In addition, it is understood that this opinion is to be used only in connection with the offer and sale of the securities being registered while the Registration Statement is effective under the Securities Act. Based upon the foregoing and in reliance thereon, and subject to the qualifications, limitations, exceptions, assumptions and other matters set forth herein, we are of the opinion that the Warrant Shares, when paid for and delivered upon due exercise of and in accordance with the terms of the Warrants and when evidence of the issuance thereof is duly recorded in the Company's books and records, will be validly issued, fully paid and non-assessable. Our opinion is not rendered with respect to any laws other than the federal laws of the United States of America and the General Corporation Law of the State of Delaware (including reported cases under applicable statutory provisions). Please note that we are opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters. Without limiting the generality of the foregoing, we express no opinion with respect to compliance by the Company with federal securities laws or the securities or "blue sky" laws of any state or other jurisdiction of the United States or of any foreign jurisdiction, including with respect to antifraud laws relating to the sale of securities. This opinion is rendered as of the date first written above, based upon currently existing statutes, rules, regulations and judicial decisions, and we disclaim any obligation to advise you of any change in any of these sources of law or subsequent legal or factual developments which might affect any matters or opinions set forth



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MC:\V\ M\_)H'AIET H^B\_QL/%N[:PQ\LI/A#W;X5\_\"O/[WB\*[\M\X?C3\BS M\8&N]2LVU\_2M7\)? \$;PO8.H\UP;M9&\_PGXIC5QH6N K\_,(>R\JX!82?\_(G) MMB?"CO8-8Q\+U5I=VBG:WDFY.V]DG=)]3X+#+>, N\*Q;PBSB-KV3;LNUU[ MZII]-JEN?TUW#="!D>OTSSQG\_(H@8\\_\*1V&??'KCOC\Z^8?@I^TS\OVD!U MM(1/@1\0/#OQ)\)75M\_ HEWX4NUR-2VZX6T?6=?R\\$\_N@Z\%\_8ZJ\_ AGQ2/"9Y MV'=)N5;?[17QY\+?LU?/Q\]=\_B- ;:Y=>&?AEX;U3Q1XDL\_ "EII&I>4TE< M\_P!B?V\\_,(I%Y@8\ LFX9P3Y9KXAY;C%5@G3:S9M05-QFFW)J\*1DE'5M\ MMK)WUM;4^]69X-X-YO'-\\$H47)R33Y4E=R=G\*T5O=V6F\;Z+AS@[H0!R.#CC MKG/4?7T%78#D'..,^O7./YCT/ [XK^>"\\_X./OV&X#<3#P-\?L]K=ZG9?: MSX1^!RVB?\ 0:@ ?B0<+\_Q(E"8)\_Y&PR \\$\9#P?^BG[%\_P"WM(?VZ?# MFO\ B\_X,7VI#3?!\_B,^&/%\_A[Q!9Z1\_B?07;>=#UG^QM\2^\*BGASQ2=\$UG MRY"V&PR%4D\\*^+ <>OF/G%V587Z[F^3U M!D'\_G"6:XS^Q\HSB.0,<]Q@XHKZ?\ XACQY\_T2 MO\$Z\E"5EY+79;+R2/D/^(\_L>?'\_16\-.4K /3>UKG\GO\_!0R:>]M[JL:>\_4 M?8!^T\4/Y=9!6V]M^>\$.D^(>=U\_\*K\R\-.H.=J\|CPC\_9S\_P1+\_X\_X=J\_ MLX300VUM]HO/C"Q%K@+>\*C1\0\$/[0 M/^")<9 X=K?LX36\O;\_&J\^,!\*VAPMVI^-\Q!?.#DG!&\_3T3Y(P3X1/[U MXM6\_XA?PGS6M?A>UE?A\_6U]%=WV2N^U/PGP5N\_ \$BIK?EX@MRK72HE!MI- MNVB5V[+1-/W3]A"HQ@D@#GK\_ )SP\* /G\_@H#^V)X<\_8B\_9V^>(7Q@U/2[34] M;TZR&C?#GP>76DZ?IWBWQYKFE>(&T30Q\*&0[1\_8]>)?& PGE^#@[ -M9%\_0\MTQ+M)X!Q\UXX^@?%?QG\_ /RE\5-6G^)O[7P]EOC!X8T'PCXH^+&Y8VERNF MC6]7UV3Q\X%T3\*\\_) &?\_A%? #W@K7!EA^/77\_ \$; ,790"/X-X<\.OBGCK\*,H MQEGE\$IQ<5>:A[T];MM14;[KFOW/W7Q- XBQ7" W\^:90@/FEFW+RQ:UY;JUXK MR3NM%\_K4\_G[^-GQE^\*G[0?Q+\4\_&+XQ>\*]3;?"QYK^E@7G0C^W?![!&]> M-#\_X2+&@#PH,@\*#GD\ 9\_7/\_9C\_P""?>[8?QJT%?&/Q,4^\$?@%X?U\*VTS M4-&V>+-\\$^7^)OB6=+QKA\ ;O@C00\$7A\$>]? R&+>+PQ\*GYG\*^#/\_7\_@[] M^S3HGQU\_:@O\_!OXXL;?Q!X? \_9T")\0M)TME\_M+3!=\9: HO@=M=XVC7 M\_ T8UWQ0\9@H\9Z&K D^\$E@\_P#NV6\*&&UGAP N.!QU[G\_ 6>G;O7[MXF^) M^+X(QW^IW!D8Y\$J\*BIS48J4G:T8II+E7+&FW>[44EJU^&>&AEAN-<^)N, M&[ZEG?,TG)WB^926JW>]M+1MRKI;F\_B0^/G\_ ;T?M;?#SPQ/XJ^#WCSP#? M-1LV\_P!\_UM9:I\!&]YIH36Y-O@O7-? \3/X7'B@D8<>#DR,9VR1\_ (E^& MDLOQ%&\$/Q O]5L+CQ9\)?BA\,\$NIV(O/^)UX\*3^\$?%&AG71\_9#;?\$/A(Z! M00"G]B" C\_A#R/[ DC\_A#\_4TO8(+VUGAS\9[FU-I HMUG@@CCD8;!\* M[L\$XR,8]Q\_+P "G[-7AWP? \0 A#^TUX6\T.VTW5OBA\_ ?PG^\*;66=7/7M2 M\$:\_N^!-;#Q BGQ\WAM-:LNYV7P;HGAE2=GA& O^&'ACXKYM7Q%'@WC M)QSVGGMX^+92;V=UU3:1/1?"G^\*%\_J\_UDX:YLD>0M/EYI7=I M123UOK[L? >NK.^C2^\_UO\_!C]OMOVZ?@#<:GXJM:[V^,WPQUAO!OQATO2V.G M:\_>ZJ6UY"\Z)H;8S#XL717+>]JCQ@OB:) 1X511 #3^TY^/QYL@1=\7G\_!<\_QV/[T;\_ (J^M^OD94\*#PW..0"/ZM\_ \$?BQ)X1 M\_ ;NO?!(U0\_V1\8? A#X[T:ZL[PAM.O]7\Z0\_ ,)QH1R=?P/\$A;P[HWB \*%W M.JMXG4Y(W>\$/RD:\_A\B'X)?M,7!GN&MQ\>?CU9@#5\_FO? ^+G^&L:/HY/B C0 MM>;E53?PV6(4-CPC]QP#P)@N%/\$?C\_\*%&V4PA&HE;51\$OC#X8@MM-UFX?5=& \ <^+&.\TF^U'P+ MX[T%SHVLZ,SB69]NTIXD\X4R^#M<..8Q'(L8\_C\_&L\_8POO"O[#?([/: M'@"">Y,>+\_AOI? P\_P#C39V>B\_V=8/BC00^\$Y\_L/XF.?^\$B9/#Y\6#1?^\$9 M;>)G89\9?\_ ,?^\$N;\_A#]\\_X)\_MMG]CKJJ>?&NVUG\ /V@M7TOP M5\1S=W?]GZ;X1\3Z(->@/QI;A1C\_A'\_A\$8\$>?&H.0!@0LK#P@!X.\_MQ/X=P/B1PH^(&E&6<VU. (:=6+Y5-QI5\$G%K=VC&4X)I\VEDG),]CPISK\_ M#\_B&.3YQ=9-GT5RMWY4]8QE%MI)/LM-W#2]OZ)O^#BN98?\

@GA\*9?[1; \ M+J^&/VK-[ \_9\_R[M=\_CY/]WC./<[: F#\_ ."2DX@\_X\*4\_LH&\$K<6US\1\_%5G] MJO.-H'@GXN'^QV.W  
\\\$D#G&"2 .?!\_]/?\_ <3>0?^"=LS30?;8?&GX8W M=UB\ L\_C=KH^ P"!D9YZGD8K^7S @D=-JG  
."DG[]#,1/JI^(\_BFS^V\_D M&J/^%7 %L V025 /B Y)7DXP21C!\^=X41MX+7R2: P!9(MV7Q\*E%;O9W  
MO;6+6EK7N\_0(4)?>X5E%NS P!7Q)=JXN;=UK9Z6O\ \$F[WO;3^AK @MG P M4=\2 L[V=E^RS  
\_4WA0XR\_3PVOB;QWXNTFXTD:MX#^%^M2>(M"710!3, [ M'0/B%XI\_L76E7Q2RY\&>\$->5" Z^,O!O\ F/PG^'\$Q\$^/?  
Q%TWX/\_WPMK7C M[X@^)[S4[.R.:7=Y8:9C6R&7&U)H2>%\G\_A,\_ \$WBL^#!=&,&PC[9\_P  
M#\_B!JQO2\_ ;H\_ ;!9:W>"?():\_ 'G@+2KM+O^SDO?#/PJUW7O FBZ0W\]O^ (ON M@^(/"WA\_P603M7>^A[B,G;X/\_J\* X(&  
LU>%? ?[\*TW[0U\_I!NO'QV(4>U MM?\$(\TZII\_PN\$^, '\$AW0?NR)&70T'B71];\3R#PN!XP0^&IW=/7P9X.  
MVP[P7A3X895G\$RV/]N[09.R:3;E\*3X\*G MB'FF38O-?)V]D=DHIRY?=E&-U;W6VURO->VG\*SC\*&\_ -KP3\_P;? [0FO:"+[  
MQ]^T%\_?A\_X@NK8A=+T#P#XQ<"R^37V+'7/^\$C([=)UK10#X8 1O[ 3= MOC/A'Y\_;&\_ X(P?M6?  
LI>\$\_CS1)=%^7.PZT"U-YXCU7P!9ZOIOCC0 ##+K M[:YK,M>"->+!O#\_A)4T9CXF)N6"C>413N(?)  
W2\_%7XAZ%\*OAIXX^)OB/[1 M<>\_ (=^#\_ %\C3Q%::7G^TO[ ,#Z+KFN:T-'4E6+L=%P]G[P7[RG:\*\$C\_B(  
MK\_8,EMEN)] ^/EKI]EJC[\_ .&((:+RC+7GV44^;VD(TXRY;\]E)1;E#6ZCS-7MKS'WO\$7AC  
MX2Y#:@IRC.2TM+36Z;>^UCA?^+"!\_GQ9^S4;GJ;X MZVNN>&OBA\1#D>A^\$/A;W6\_#9!^!-?\*!F\;(/\$#J?  
B'XJ\_XDK#PHPQX+ M8\*LFWQN?^\$0\?A\_P %O[NYA\_X?^XN9K4PCP\_P#,@VEV-.^W+ PK1=A M\_M]0?&W1  
O "3DL%.@(@\$M\_R)WA/^EKX7?%QOV1?C7\5? /P9\\$:\7\8K3Q M/4%^E\_# PW:>QX1T<:4/\$^M:UK^B\*=  
<\_L'XCMXC4DZ(?,<1ABC\*P.8O&\_ M AW\T?\_ 6WO%#\_ P4D : GN)K\*..9MQ+E;R;.9\U\*D(S44DG\*)/0222  
M2:C%I.3;DW)MM+P/\$;#V87PORW\*.&LV6=\Y3DO\$BC\*2=\VW:JWWJ[-WL[K:R2 M5US'[ \_ 2S\_8 ;<^&U\_\\  
%/X:+U)\_P#A\$+7Q?JG@V[M?%WB/QEX<1\_V MIH.C:YKOS-H'A@QDEM=T3PP\I))!X4[3\_PA\_!3W?\\  
P;V\_M]S2WZC7/V>+ MK;>?9 ;7QUXPT\7^EL=([ \_ (5K\_P 2'Q ?X5.5/0>&P/^\$.(\_ A#I\_P# @MF?\ \%=OA9\_P3\_\\  
@3XH^\$OCCX6\_ \$KQ\_J^J%?+QS\0A<>%+OP7INEKIFMZ+H M).D[M?1\_ \$2R?%)X7\_X0K6P06\*%510 &D\_X1'),)\_P#:@Y:^  
427%\_S\_PS+;C M:VMW]CM;DZK-BU^0=<6),GQ\*\$49T37,\$+N9MGS%\*8\_P#"\\_4\15>.>&X M@S7!Y-  
E3\_L>4I>S?)%MQT4.5\SYD[N5[IZV<597^9X4X>)<5P]E>+XES?ES MBS>+O>&I:C?:GKOC/0->W-HWB#PSX1C4  
:\$22QW"AC 9CCP?\ MCS\_P6A^\$B/[DS]OC4/BG\;ZY\Z?%BOSTO]H#X;>(.;J3H/Q1T'6M>\_X3  
MDZ(0?"9T'Q#X5^ (FA:%XJ4%)[C\_A(03R2!/W]27\_!K\_@I[X#\_P""A>H%?2? M OPL\6> K?X/X#^W7?BR\_T74)-  
;3QVOCQ!)&NA;ET0QR>=9+K)SM?\*%GCV M70>\$OFK (+T\_LU:A\9\_V/Y?B;HFF(NN\_LOZL\_Q:-QC[ S?#/^Q-  
,\_X\_VZGPQQ/3: M2]R?NQO&[BN5M;JZU:/U3.N#.X'^?-PS PM97D;?\$\_D]74LVUS))MJ2T5  
MV[Q3T/M3]DWXR?"S\_@H)^S%+\_BYXD\:=K3,=+7Q=X=U4H#X6^,?@ECHVMD MC1.28=?  
5V3:^/+AUDCY4+^CT!M[2/ X]O\XX //IT\_A0\_X(7?MN1? +]HJN M\_P# @5XHUVWTSX4?M\*:SI>C:1=77\_ "#-!^)VA?V\\_-  
"8Y\0MG\_A\*RP\,^ - & M+KX75F5&\_ "P?@G[9/\0>A LL?LU %[X]:\U:>?^LZ:/7EXN=\3 MC1L>"?V?O%?  
B\$Z+\$N# @,V&&W-?<>^2R#CM95@[LM#/L7PU-4^:52E6 MFE&\*G\*:=2VLFU&/NI]=X=\:X3-  
>!GG\*&Y5G.10E\_K(O=7\*X1ERJ^G\L5I ML+)]Z\ C\$\_X+??M0\_ \ \_?VY?&?A#2KW/PW\_9IT@\_>R(O0ZWWCH/KVN\_ %0  
MZ\*#XA\_X2'\_A( OA7;@ /X#P6 M7G "F/A<<<'P'X'ULZWXWU;)(&7\2G1/"^ & Q\_P@ W;69/\0@[^5ZSTWQO\\_  
M&QW\_96EW\_ "2?\$\_GXR^//[%LKJ[\0.==>^M:UP\_V,<^(OF\0'Q%G:-W!.3@ M9\_X0\_P#TP/V8\_@CX>\_9J^  
\_PN^/A\$Y8U&J=2XI)M15.4VK:KJ MRU;;5DU=O5\_D#AGEV\*XTXYXXRS;+..,7-4Y7O;6?(HO750C'1.ZT]U627^>  
MO\_P4+E\G]N3]LB>XG'V&?%J\_ "0?%)H>2&XVD\*V3C\_A#\_FK\_ (\*&3?&=[ M8']H3\_N!^T?9+/[6-8R+QO[K:E&H  
MU&TFGJK/ELJUM+OD#1-O#1\_+X;&3ACX/\_9S\_ ((W\?X/V@\_V"O%W[1VK?#5/AA MKEA\3-(^%^D>#KOX>^()=\1?  
\B+K/Q"37O[<&O>&O"(T0[=2?)\*GP\*7S?(\_9F^.\ERJW1LK1!JWPW7[>Q\_MP^P/\ PDY"ZZ/[\\$8^- M@\_6,JR;/&  
(\J9\_P3R\_X\*\$>"?@H/X\$;^/O\_@+Q9X)L/OCH^ +RT\5Z MKH^HZGJ#+HR:X-  
9#: \$710X8+L.&/5C\|VQ+CSB+Q=Q64O" <9Y4\HR=SBTG3 MA%.7.G&+M)I-RMJ[\*\_RM^U\&<^%^#S3+  
<7PUF\_JM9PH2LE)KW53<6VHV=^7 M=.^FFA\_ "Q^W1-;P?MH?M?SSFYMX!^TY># =C[8-.-Z?^%G^O^)/HQ/B%O["  
MU]AE0N[.+\$8.WPC^A?][G\_!#WXP?M<\_GP!^T\_X\_:#^/A\*P^=(=IXF%GX< MU?P=XOU34]"TW0?&N^!V)US0?  
\$@3 A(/))T/[+]"ZUJ.FQZD/& MC[7QHZ:U\_:[AG&@\_,H;2AP] MS\ M-5?:1="][. ^DF[WM+F;Y6FI7/R7A;  
<)YGQQYQ5A.)I\*&3QGQ\$TV[.,HU' M;WF]&FFU9[125G[I^07[:O] P2= :G 8<'\7'Q?8WG@'XC?#)+W3=(U?Q9X M\*U;5M-  
U+PHNO'7U!UO1=?A-&5T/PQ\_P )-X3#3\_#>N-KJZ]H'@;75\_XJ(8 M\1>%/\$>NZ\*1XHQ]QO\$Z-O!)^ I- P %O\\_  
@M#/#\_VE?V=O%'[.OP"\\*^ -] M3/Q0N]+L?^?BOQQ9Z-X=TSP\_I>A:T->\_L;06/B:/M&S MN^=\*WL]Q\QT3;NL?0RGA\_CG\*(\  
9L\_9WIWC%MQ232:5M[QNM4[K>]DS^GS @\_M MQ\_P4D:\?LL>\$\_ /7P/URZ-  
\_&7XL^&\_6(2)/&NEW;5OAM\+JVNZ%&VAD MN1X>\0^\* \_\$&B:O@OQ0RO)X0\_L+Q\*? S(R-XP\\_,C\_  
,\_OA+\4\_P!H+XE6 MWP[^&?ASQ)\1\_B#X]O-3LK+1]\*.-4OL\_VX=<7M<;Q#MT%/"X./&GBCQ6)OCYKNAP#QO\>/  
M&/BCPQI&KJ7'B;3\_ (9) J;UW15T1M>C88!\1KKH\*^%0%==!=!,1L0"/@3PE)  
M[AQJ/A5X895G>"RR#SKB"S51\B:A4O\*F\_P":,8PE&2BN6[3: ^\*4CZ:N]X\5. M\SR:>:WR?(U'FA=M-QY5)--VMZ]K&N  
M>"]>0LF@>O'A;\*>?"K>,-P\$GCOQS\_ ,(@ Q)(?W[+!%)/;B>X'!-KG= MSD@ C.<'^%O\$>C\_\\  
(WXP0CPD(O%P\|L/.!97\_A,?"\C\_ !37]GS MP[^S!\_^W!= A5X5FM[?PA]LTOX@>#M)M!\_ 9O]@^&?6CZ[XY\_P"\\$,T7\_ (J<sup>1</sup>  
M.A+X4QKGA< #\_A#-.R.N!/ Z9\_L7?%/5-= X(D?%/?A7KE ;#1\_A.OBH^\$ M+DA?]"TKQQMU[^QRVPD;/\$FBZV\$  
<#YVSXU\J?!)OZ[QGPYE\$0\,G21 M^TXGX:C.\*23?M73O%V23<9RDGHU)\*2=U9GY5P;Q%F^08OBO@S.+RBN&>(^6\_  
M, TI0YHIKXK>ZHN\7I=-.G[J\_GGNYK>&SU">>]P/[5L[S-Y\_9IO,G6\_ )1H\_M\_ %0?2'7V&0J Y!R3C./"VY\_P\\$ VOK\_\\  
8H\_3:/?%1=6U,?!\_73?@WX MVZ1::P=-:J!\_Y\_?S:\_P\1 ?!+^%:-\_P\_O)(@&LIQN#>/\$\_?V>--TK? MCI\#26.B:UH&O?  
&OX8>?&?>CZJ,>'-C?F4')OWW%-KA?2=XVN MG&/NV T9?#/B;2?%FC6&N%:JEMJ6CZYI&EZSI&JZ7=C\_ \$[2]<"L-  
9"((8- MD;L9YP00/XN/^#D"9HOVO/@<&VMW\_X9]TGY3=G3]0O"?B3\6"4CC\_L:\$Y#[+&S(=I0Q) +7AOPKB>  
M%/%U9-B[J,)<0 MTCNXRO'F335XOF;2NH[KRO\ S]S\*#(GGZ3>["\_P#URQXC(X[^G% M\$R@R'-C/=GIY^DWA^PO\_-  
(R.. /IQ17]T1\*R%T79>1\_ \$R2M\\$7Y\R7X M\*/C-X \ F+\$@#\$8 M4DYQBJ6(#^,?X\IRG\_AN/JK\_ \*+8K^T\8K+  
[4NL;ENS\_>N MHQ&OD MZ%KV"4 PN20V!RGA#]=V\$/^W'P@\_8S\_9<^"[/?BKX,%+Q9K'@2Z\=&U M\_P\*77PTT[3-  
<\_M\_QIX\> J=? \$@8>?"PQX7(9MI(1EP=P\?RIX@<.<1 M<4^&">X(7%.SK M-  
%DB:DD[73;O=VDG=)J9)I+71Q7]H\0^7G"\G^G3'K7\7'\_&M5^#&J^%!)NRI &KZ!XWU[6]=T9];\_7Z'X@VZUH87"8=!=  
!2\$ M\*N#X1^V+[\_@YB\_9-K/YW\OQ\^SC^T[0W;ZK\; XSKO0\),N,C0R%;H& M96^!#0-C\_ (3^QM='@H33[?  
^\$T>%AXY7PR;?ZIXB\3<)?<)9I MD\_#>QSO.[T8WLWRZRM=Q3VT2O9I>R/C\_ (-S\_BUX=\$?M2?&\_X9:W->#  
M6/C).-'/@ C.H:I\*M:>Z[KNCG.W\_ (GX\Z\)(5E8IX?P-^=OA#^U^6 MB(J<,AP#ST/3D\ P-K>N> ?B?\ #CQ\$  
M+W2;K[K.G>)O#\_CS0O[=4Z.VB\_ XB\_ M\_PHS8;>%/GW3H..DX\_P"\\_K\* M\_9P\_X)?A/KNA6NE?M6^!??  
PW7:59\_8]0>";(^\_ BY=NO\_ -M\_89\ M1-XG\>(@^B+ P 4K Q5\_P!X,^7R\_ "T C1X=\19QQ!\_ KCPSE7]O4L\ C%^Y  
M[S@]&\_AYDDXM/HT[']=>5X\>?&\_P#X.%\_V8O!\_@Q#%?" GQ&^7CC4K-K7PT;O26^?@9=1\ S753  
M^VM<0Z^GB@'PRFB^9+X9\+>?"5D%KM;0?V9IFGZ;H9UU#"\!:#\*#XAQH(+^2QQD,6T\$LQ(/\_ M  
!2'X0>&7\$>\$XBAQ/Q-E4LBR?(R2YFL[S?.E&RBFQX49+6R32:LK+1WMI;5?IM\_P \$)/#^H>)?^" @W  
M@W6M)^TSV'@+P)3==UFZM;L?V=8Z5KNC:WX&T/16;\_A(LG7I?\$.MX7[VU= M8JOS9\\_)B?M0S6\Q[\_.:8G,]P;?  
\_A?QYLQC5\&])^\_CK.CZ,?^\$@)T+7 MR,A4#95LG SCPC\_7O\_P0U\_8:\6?L?"#Q?\\_ & XEV=WH/Q&\_).D-X<)ZG9  
MZMIVK^!?!@X?77T--;+@IX=U\_Q>-9?Q'(NW>5T3PP%DB=1X.\?R'\_M-C\_C M(\_ :0\$'VD:\_OVA?

CS9<:O@WO %T/'8\_LC1F\_P"\$B.=?(.U1G(?D 9QX0\_7. M" N(L!Q#XB>  
(>/P4DX9/PRZ:E=6FZ;JIN+VF->DM')MQ>MM\_R'B'AO&+\^G" M<<80>SOB;\_65\*SYH-Q@DGIS1MHU[L4MU:W-  
'X;]@3X8^?'CS\_P2J^!/P>|< M6 \7>"?7'P'U;P5XBMM87#+I1UG6=\$,2\$HQT+7?"^W@QTR5;0%4#P>RYC\_B  
M>\_9K\8?LD?'SXG\_L>+A=SS^#+XW?ASQ!>W9TU'\_GPRUS^WM;\\$^-=#/\_\_M  
D%"M?.@\_(3XS&&7\_A,M!%3%6<>\$S)X1\_O-X)(JLO\ P3M\_99\_TZUX\$V\_PY M%K]KN^K%=\_9UU-Q[D@8'.?  
E"C/2OA3 @\_NC^POJ\_2'P\*N?CS).M\$N;GXO?L :M1JFKK9:0AL-1>\_!P#7G\;#^@/^/1A\+\*?\ A\_!8\$\_Q+@+  
MC9V^\_(F;93CIVR//>)ZD9PE+JVN>I-1G[TE\*&?/RRO[K4HW3:1^S<9<%OB#P M\X6SC 1Y9ROK;=I;H\_%OXJ\_MPW'[2?  
\_!B \ @AX\_M5O\$?Q?V8/BE\='UG5[V^\_(U'Q\;#K/CK0\_GC;:R?E;Q%X7&AGPUVX../ M/[ CD? \ "&F4GP?H?\  
!\*\*]Q\_P4C\_99N+?"P7/CCQ19"ZO<<\$!\_BY\_Q)R= MN#X@)^;HQ ZYZ^#OSK^V0C[:3!..+  
<)E\H\_V1G:XEXGBER+D;@W&G'E:M%R2DD/[W MI635K?SQLZS;BGB[A3^V\ D;Y+R<-M[J,DE]Z\*DO=33>EEI)-  
+Q]M7P M5/X+;:\_W\W'VC\_1?V@\_C;B\R\$TS70&OCK7M" T?1C\_PD!.A:\_PCAVJ\_ M@Y<#.WPA\_8C\_P  
\$&\_C#HOQ'\_8!\$>%8-4L[C5\_A+XO\=\_#\_ %\_3#K+:GJFG MR'QIX@=;&K)A0%\_X1S7(PK+(6?^Q'7;M'@[PC^2\ P<&?  
L:^+/#?Q?"L?V MT? 6AZCJ?A#Q-I.E^#?C4;3+'PIXET31=?T+0?&KAM?1%T#Q7X=\_L3PLWB0! MSX)3P\_&SG,N!OY"?  
L1\_MS?&G]A+XJZQX\_\AD(/%G@[QA:1^& B5])5UE] M,|->.=+T%M;;06T37D"GP\0/"S\_-M9\3\AE/B>-PZL1X/  
"K.:O.8MY-GBJZ?\_MWI)7OS6Z:WO62>O(FX\_Z#7[2'@;Q'0?V?/C=X!&&VG\4^\_O@\_3?\_7AIM M3NCIVF?)&KW@[7-  
!T--\_U@Y"(\_B'654D?=R7X\*EJ\_AL\_:\_X(Y?MH?LT";  
MQ[9\_BK\O^\$)\"^FUC53X4\7:UJ>I#3AK)T,\_V+^(\)8U\_&K&C\$;V"\$LN MTEG \(\_T(>\$?^#@[S]A;7?"D-WX]G^\_(WPNUY;  
?VGH%[X'UWQ])8:P%8:UH^C M:]X#2<4,4PC>,\*"/I=F,C1AHO&0) G]\_P4J\_X+9\_K]H3]G[Q]^SY\OASX\_M\5P?  
[\$2/[&UGXF\*>P"QO!6E: %8>M-KJG1=#\_X2+ A\*&\08/%BK#P@-V" M3G\_A#\_S\_<8K-XO.LFX?<  
^K\*BTVY2U7,D[N7,DO?;DK]JS:\_&G\_@G M\^\_X\_8X/V&WU+\_R"\\$BZNS\_&\_!+/%Y=?\2[&AZQKI#?=MRWB'PJ,%!D\_@#(^]GP?)?%LA<0\! 27X]3W,]L8!X=^&1'V2\ LX7R\ M\*T&PG\_BH%SXAVZ&\_P ).CWZ\_@^%?  
&LG;2.ZF\_8=P""1'QB\_&U^ M#NK\_!@^\_Q9!^=(M?"7BCP\_97BO1O&6IZC\_:\_FA8\_XG=& V\_-G7-%]57\_M  
(1!F9#X0^SYO^#;+J]-PG\_>^O@\_I&1G.C\_!&V 8UO ;YMY#):\*6:O/\*V?\_=LK/V8ZY\_&I"67QMHRH\_A@JJ0\_PDA^;?  
&OA'JF%? M/A30\_&AS7 \_B\*RMM3V^\*=(U/PSXBTJX.4OM\*US1VT/6)&S\_MJP5R=P" MD#!K\0/V7\@N'\%OVM/V@\_A\ /P;&C)X9UCXCWGB31;+Q5JM[X/U'P MU1P/V/Z/X\_P#&==&@^)6(1%77P5@!4#XUP\$L-  
OBTQ\_O7,3+#Y/4X&1 \_EST M],@BOYQXI\_UL7\$3QO%^6\_P!C9S\*7M)6:2E).-I6AHFW%>]O=)U[G]<&8CA M.?  
#KR;AI\_P!M9-DT7!KM&:::=]U[\_,6RZH\_S\_VF?@SK?[-G[1?Q7^ VK7EU MI>L?";QYJ=EX9U?^V!\_B>&=%UO7-  
=^%6MZ,8\_/\$A-M"\0?/(V-\$\3CQ,I\ M@%LHW@\_+#PA^I7\_!1C\_@J:\_[7W[\$7[+/PL@U1A\1M4\1:GK?[36E:5?Z3X=/  
M]J?"P:JH/@@>6WRK'XM\1/XGI@E?O]A-M1?\_?A,GPC]4?^&O[.YT#Q]\_ M\_P!K;1=HTCQE1\ PICXB+;8T]?  
[2/Z1X^=^!-, MEM?&[Q!XL]-C6 #,G MB9@P5\_GAE-SJ\$/A#^9:[OK:WBO[B><& '4].ZNC>#3OMS?\_3PG1]&SX@(\_T/  
M7V&0j9XYW3\T,HS^5U:ZJV4KI12Y>9Q^\_WB'3[4O"[-?A^\_JTBNSNRFHZ>/B=XZUK7M!\\$,/\_&Q  
MM>\*^&#UPNI.)>\_/\_&\_&0\*OA^YX3DQHQ.!AN.<9?IGA>\_?KFOR- P"" M/7[+%O\ LR\_L:\_?#?0]5T2?3\_!  
[4+5OC1XZO;JR&G:BNJ^\_VHD@9AXF+ M>\$/A\FA>&0WBD[U\*A2\$"MX.\(\_KFN+FUW \$HVV).6C6M[I?U1X9<.  
ZK<#9;A'IF M^=4Y<15'9IKFAS)K+2/#WB+2/B-)XEL-^>,O'7@78PT@#=\_8NX+X7&\_M14')9#X1^+/\_B5Z(?VZ?  
VP+BXG!@\_X:/^\_,=F+P:QD?\*[;US.CZ-GQ\_1H6OD M;E &/FYQSM(\_K9\_P3]\_X+8\_![\_CKJF?X;?L]>+/@Q\4=9U?  
P=>^&OO\$'@F M[\_^&G]EZ\_J6O>,O'OCHE?^\$A\1^\$S\_;  
#+1"\*\_18X.2"R^\$/ZDSG\$SORO5^\_N5N1\_JV2T.'<5XC<4OC%I90Y<1 M.Z?+:\_?M'9J7JO=5VFDE=).\*;-  
\_P,8\_M43&\_!\_O@!\_=69L]YTCXC;2/^)UC M/S[S]\_1,?+@,'REH\_&A\$?W=\_X5?L\_&\_?)@3X1?\$\_?X<^/\_ ![\_X4]>:CXR^  
M([\_,\_!\$V6LZ;I=AIQT3P\_H(!&O9)U\_&A[F93L!"X8G.W\^\_S\_@YB\_9UBBG M[\_]FWXY^0#J5E]L.K?  
#6PR\_&H\_,^)P06&AM@D%@2&P=\_V9^PO\_&E?A-^ MW=\_9-8^"7@CX3?\_CP#X@TOP;JGC(ZIXKN\_!U\_I6W1=<70I=)  
V>(Y\_&+@99! MG#/#"D@Y5TE=\_N/"\_MN\),J\S/+\_7PAFJ\_M=TY\*\*YI6?N25K/W;O\_I;6\_CA\_&S\_&\_X5\_XX!\_S^\_TY M\>;;P?  
Z:W\_L\_QW\_Q%)0XT+7R\_JJ[AAOF(4?+X0)\\_!/+JI\_Q[M^R=< MO^#\_5^&\_B/X<3>\_!O\$\_C)O!.F>(\_&^)/  
PC@/\_5\_>BZ[P0?#/#>(2 MNC9./%Y7@J02/^\*/^>OV[9K+]&LG]K\Z\_XG-Q;V\ PTW\>#=[;TZ=\_]M\_XN=\\_X[ MQI&BL?  
\$7\_ \$BU]AD)SG<-QOD#PC\_&\_Q\_P1OMH+\_@F7^SA#\_I-SX>\_V=TUS MU\_&Q\_>  
AA@@@CY3WQJ^\*\_5^,^+>26MTGHE;E\ C1AX; MU+4M/A4:W<^&\_IZZQI=GXD\5Z3  
,30Z=X8!UL:(\_C\_&\_PD.#KWA;P2J+N MRK!:!)?^\*1\_OU\_XX?\_!/\_C]F\ 9"\#QC'YM:(\_B#XF^&M+O[WX\Z]?  
!!CJN:X9^&+[IB?XJZ[\_+XA]"66J:S^SY=7 MVKL-3\6!&\_MN3QK-1K190WB'X5+L\_!8^#&!3:/\_1\_X1+S\_&%9SQ7P/DW  
M\$^49I)Y\*W%UJ4.M^1RS\_@H)X;OO!G[?V@K/3+!#J6A+H6D M:^? OQ,.U0C(OAQAX6:>\*\_@V/0/"YD+>!R[^#\_P 4?  
V+\_-N'XI?L,%?3 M5 \_,,H=.2/XHM!X9^)/P\U76FTSPUX[\_,(==8:/HFN^@O\ PC\_Q"\*\_ MP?\$\_^2" R2 J<-  
MF.6Q\4\_/\_J>3S3SO#V@X\*:C[\_[34%PNN7VD6FH\]D5> M46EL/+LRQ?A9XGYOCS<92MJ[V3M=\*\_Z\_TQP O&3[9  
M/JYZX)\$4\Y?NLYM,?OMF<]3@ 'CIUP<8YK^?OP3\_P&6U7X@3 M\_ \$7X<:\_L,%?M7A\_50"#"^-64EM:T;0):!\_6,,C8;S?  
%@\_V@LH(GQB/"Q M!^VW\_P ".E^)/"GB\_X<\_L;\_!%\_VB>(\_=5LO\$NB'XV^\_SI.FKX?\*\_VZ2\_@;P/ M\_P)(TG\_  
D#;06\3>+&(+X-4 %&8R-X1\_LM)\\_L7C7@\_I<+5HW?O3<\_6\* MCS6E.]  
[/2\ M.9M7=C^@\_S\6>\$\_S>\$IN/NPNI2YI1:C&S=U[THIMI6M MJ]+GYA\_&G\_BGH'Q\_X#?\_?7O#M]:W6@^  
K3PQ);R[L[TV"WWB7P+I&O?\_M)MH['^WT!\_0>/\$+:S\NWY6T\$J2\_#^\$K\80\':WIW\_!&\_@J\1KV\$CP] MXQO-4T?  
2+G@\_VC\_P@\_B:-=/\_W2>&UP>\_!@J/^)"0?"A#&\_P" &?A#P5XW^ M-C\_&\_S\_X<>\_=\_UOQ\13\_(\_G^)/[\_&\_Z3:WHU'5-  
=U4C7UM]>:\_X<(\_;Q\_ \$O+)?(VJ^\_O"\*\_H)O"]<8XW<+EW;512LG\_&\_RS,/\_&\_C\_P!G<3VV1^T\'+\_M+[5]K\_XEM\?  
^%FKG1R?^\$AY\0-SM7)(.??A#^X?\_@J^\_Q2?VW/V8?&E^&\_ M\*DN?C+\_+QJ7C[\\_X0ZJZG30NJKH[IK?@Y&9-  
[\_+XMV<,&)1O&^&\_U(\_X13=X6 M\_AW\_&8)0/VF?V;Y\_MA\_P 9\_!\_RR^TF[\_\ 9U]GXF?\_\*[&S\_&\_)&\_PD+ Y7  
MKC';AO!W^G(L7G:<(3%<\$\_TY^RW>WVQZ'G#.D8&\*^7>L\Q>0<6\YO@\_IL MEE%W3;\_C&5-S3LVY1M=-  
)VM+36S7TW@ADF&S\_A[BW]L;\_!/\_LYNTFO>4[3L] M5>+4DOY6K;6T\N[X9?\$\_7QQ\ OBIX7^\*7@B^N?#\_?CCX2^?  
[:T@7=T=-VZIH M9UP:YX-U[B+PGG7VSK?A;QMCOT('A#)]/\_P\_2[OA#]J?X@\_LL?WPA!;V MV@>\_OV9M+-  
[I;:OH[>)=U+0OB9\6/A.!S\_&\_PD.T>("OB+1-9SXG52F2 M0 2>?7?^"\\_[\_%)^\_7QM/[5'@'2[FW^&\_QVOWLOB-  
:WMWC3?"QQA&D:\_KVN\_V M&IU^\_,\_OQ5V:(?B\$!P\_BY?\$\_4K2.9,^#\_?P8EFMX8KZ>:(\$N\$^/)\)1K4N>%6\*Y>;G M<(\_J<)  
[351^G)NZNFI^]\_1<2X7B#\_@F6;<8K3),Y;<-7;E@VXN-].T5=\*\_V MO5\*J;9?\_8W^@3W?\_^OTG6#]A;\_KECQ\$>G?  
\*)?8V;">Y\_P!\_I.KG["W\_ M%RQXB/30^%?MS:6E]M.A^\_I6T25EI\5MFUMS+MV/Z6\_P!JW\_@AU^\_U\8OV MI?  
C]0\_#GQ9^!\_B6'COQ\_XH^\_(WA>SU[7/BYJNH#1/\_&VL^/#)IVNNOA]X=!U: M%=\_@?>P\G)J!\_T>TVNXOK/\_A\_&\_S\_(-  
T\_P!L7\$\_!>?]FW\_(\_/^@J\6\_37 M\_&\_Z)[T^>\_U&\_M&B/\_>\_L.L?^\_6\*\* A7\*\_N/+\_MR\_+VB2T5E;I;8\_JO.N%.Y9MF[>6T6?  
5[RN[\*-KNJWN]6V[?>V7O\_&\_Q?M>3 M" !^\_O[?\_E;^\_0K\2^I&OGK\_P\*WSC 3N?^0/8 ^WV9\>U\_C\_@C%\_P % M"?  
V:OC9X+^\*P7\_:\_9X\,^.=%TV?4[ &\_C\_#\_B#1K1HT\0^#O'&C)X<\* MZ[X>D;7]!\_K&S"2\&@-  
]D7PJT7A\$^"RBM,ZXYXGS/\_RPV-S)UZ+A4O&5&E\_S MXE)J]I:-MW5M4[\$<\*\_+Y%A"O%>LZ[HOB;0#ZZ[H4C>\$KCQ.  
MWAKQ%X9N(X/%Z1>\$O%TWA18K,W N[RR3POV S5\_&\_S\_@E+^T+;\_Q#%X@\_>\_M!SQ%;Z1J,=Q=7AZS1=\*U'4?  
#SCQ])^[:7PV8],US;X?UP&2W>:W#3VQ/UA M>6P+&%?0>\$!%?\$\_IRRAG7EE\_L:E18>3C)1E&LH+EE).  
<8/LFN5.VUK%^\*W M#^3QQ/M(X"C;<R2;:NIN[M:[3C%IN]FD];(Y#X?\_!\_?X\_P#Q]N=>L?" MC+X0Z'T,1H7AT%M:\_  
(0?6?WQ\_#=[1:S/],M MAX4\_HI\_81\_X(J?LX?"#Q\_XF^\_6J/\_T=4O",OA74]\*L\$\_OOD:-\(\_?6NR:C MXGN?





A+[F3UKYE\=?M??LK?"S6K MCP[\2\_VE?@+X!\0VJ\_Z9H?C'XO>!O#&J6P(&W=HVN>(H9XF'<&)<=#GD'YBE M0Q. (O]6C.?+7+"7PYK5T ML(R< LX).?7 WO%OQ, ^'G@=K\*'QMX['>\$9M1#?8K?Q5XDT;P\0P.1\$NL7, M+N !C"9).4ZD@#PV)347"2D]HN\$E)^:BX\*5NS2:2?XEGL\*TY\*I!J/Q.-+4?5 M\52\_>:ST&BO(?#WQE^\$WC: O\ 0\_!OQ0^'GBW6],L3JNIZ5X?<^%\$&IZ M;IDFZ-=8UG2M%UUIH%..44S3I%(649#\$E>!L/VP?V3]8\4MX#TK]ICX!:GX MU^U 83X0LOC%.;[Q1\_:'WSI0T./7WNC/M 40J@?O!].J^J8N]O9U+VNU[ M.?-OR^SYMD[:/UT8EB\ (U=5:=OYE\*G: P#BYVEKYGTR-I.1UY]?UXZ4^HP M5.2." 2"?0]\_3G/Y\$8)KYY^((O[4?[-?P>U#^QOBQ^T'\%?ASK#\*=])\=?%/P M;X6U\$^FW2?&OV]P!C&/W3 ]?2L:.'==/ZK&=TVI\*,)2=UO=+LM'O;73?0\* MV)AADOK\$H)2^'6\*NO).5WTV31]45X7?.VCO@'\8,Q?"7XX?" /XHS(A:2V^ M'WQ)>'KT\*!EBPV:\_=% H&2Q7:!SNZX[GQ7\0?!"@>WLKCQGXQ\+>\$+?) MA;6=SXI\0:7X?CO9-I)AA?69H%F?CF- &SR,LN@:O#8F+491DF]DXR3=KZI. M";6FZ4EY!]K%862;52#LM;74'AS0?OA/5?-\$V\$W%Y\$TG1]:>8\*,Y#\$5. \CQMYC1Q>I\_M?\_LI MZ#XJ\_P\$\$UW]I7X":%XUBNA8MX/U?XP\_#K3\_!39Z@R@C2Y-FU^.[6=4^5H M61I ? E.6PZ/ZIB[OZLZG\_-+\_?UJKJ/L[M:/5)KS%];PEK^UIV3LWS0LGY MOGLOFT?3%48+B"XBBG@F@G@N /LUQ;[2"!& (PK)IIM-- M;IJ57JG9KYHZDU))III[--/YIM?B4Y?NO ]&#=WXAL]9U+PS8>\*/^&@O^#\_?\_"/?#O.>.G)Z9?ZLL MH(1@CJV\_7W Q^=?Y6'PK\_Y2J?#\_/[2\$:5\_ZT\$\* 8/"7\_FJ+[FO@Z;2M?FL MJ^ENM[6Z[GXQXM6Y^%;NUL2[O;EO\*FKWZ6WZ;6/[\* \@I#^SE\_P6\_>\_9P M\<\_#W3/W[\*WB'P]J6CF7Q]- O@SX8^)/PY^)WQ4\:-OC:K/X)V>-OB#XG\ M9>';%\_ \$ZQ\_99]\5O&D\$".[R2]7PM\_P04\_>\_N\_P""7&AZWJO[7A'X+>)O@% ^MTE\7[>7P]K6I\_&[7=,^ (Y^,ZK'\*=5^&>A>.%T3PFB20N=89\_A9-X+\(Q.R+ M-#XJFC1A\_8.Y1H9"7!5P2J("D@ GC@9 QQTXX\_)P\7ZQ?:Q^WWXHUSX\_ M &G^V-4\_>;U6]^%? \_/04'QHQX%.A^\_ CW/%) M+\$0G2O2C4F\_>\*K&G)0JQ03BXJ;TNU9\6LJXOQ#X8S7),WPT'G\$IN-QFU.4 M(\_NES0;O\*.DWLD)%MK?[R X.%/A- /A+\_P48\7>#OA=V/!?PZ\60P4^#U MY:>%?!?AK1?#?AMM3&D^(0K-H7AV\* E0,XB4<<%Q\?WP?!X8\_#SXK?L9\_ MLZ>#/BEX"\&\_\$/PC<\_KX(WEQX6:>`\*2>#?Z1X).S:3,!=U^"YMVE@F M\_P"/?S8B5^"5G;+(LG\+!\_!RP98O^"G'C RJ/^&?O@^.O\2Z3XB#\_7Y@>WH< MU\_?-^R>\_&\*?[-C#O\ /A#T['\_A76@-Z]>\*KC1;BMY M2BKZV3O)WM;U+X- FWQIQ\YMJ+C'482D[+FA\*345)VTNU[J\XKD#1-T\ MX+6?!W3=,TS2]\*TW1\_ @H?K&D:1:;99?V=I6G:3H'QE\0'1- (T7H=H"Y(R. M.A&2: ^Y\_ ^D'[G?M.>&@!:\_#VM& MPTOQPS^- %\"/>B9XS.%&OQ@KK@!\\$!40>#B#\*ZF9W=OA;]CW5[+70^"TOP7U MO2KCS](U\_P#X\*:QK6C7AX^W:7K\_ ,8\_\$.&/M@@@YSR,<]SSGPVT\*\\_9E\_P"" MO7@;P]\2R-%G^\$\_?>E6GB.\U5LJ=/\*Q/G!76U8\$@@^&]=T+Q2",\^C:6E[:]G?\_ 5I\_P"":\_@+XF\_\\$W/"PH\_M9?\ V;?ATWQ&^&)(CX'\0Z%\_VE>]:6VCE&O7/A8 MZVOE7\$[2>\*6"6\IN9I3\*OXN>\_&\_![':PW\_X-X\_VW?\_?77@\_XD>"K'PS\0? MUA\ "O#WQ7L9M\;V7@%?&\_P?.M:+\_8VO- ;Z>E\2/KW\_ "#AE,TBN3&P6-PW\_M]P;#>7&4:)#G&5R\_O.>A(Y'YU^!O\_!\_TFU:\_NMZ)N3L?SQ?&\_7[+ND?M6\_%"\_ MI#PC\5=5U#4OV>\_#ASX6^?B1\;6[.G^&\_C1XG.M>(/^%\$T7QJOA\%/\$'P M^\*8UKQ?#&P6%CX2? 7(R<97YE)2:::SQVM9IJUDVNR^9]>\_LW?GJ\ M\]NO\ X(\$B[^\#? MC\*G\_!U'P9XF^%&D>\_SQ%\_PC?B#Q7\_,-(4\\_.Y+ P)WM\_XD'B?Q3\ M-&D1O(<\*GB^0M( N%\_@D1^PW,O\ @GW^R/XKUS)OKP]^SUX#^\_Q^\_ MBKQ\XO\ \$OQ4\2? #CQ#?V/@D+HZ%:H>L^//!CM[O9+'KGB.6\$3;89=>\_?%'M"@"?BEH\_[:7QN\_9#\_." G[-FC?/Q/J7@'Q?\_<\_VDOC? X"UCXA^U\ PDGA M3PQH\_B+Q/K^N?V+KA^300\$GB9K57B\4D;X"[E2!^:\_@W:\_8T^#\_QT^"/ MC;]M;]H?P:\_M!\_ &S6\_B]X\&^%/\$QED?XFMX)TWP9I.A!=9\.\R>/KCQ21X MA\0ZYJMUU^RM&7OY-F=/\_%^:^\_7A#\_G+\_(\*\$?3XW? L(^,-\)>M#^\_WA7Q+X(N?AD5\ @:\_T M[75\GQ]H?\_8RIS^\_GBSQ+\_JGPRJ)X\*8^\*HH.T?W(\_?%B?@[\]O'W\_!/\_S MJ3XB>-AGX!\6>\_ G/[WQ"O\_ BKQ%X/T'7\_ \$GA-Y-%DF,F@:UK\!DT1W= MB7\*31+RTC!WW\*? X>/^"QFIZ9JG\_!6WJ\1M-%LL.F?%SP!HSK;\$95M"\\$>\_=" M93@D;@")9\$B M\QJ\_2O\ X.0OV!\_V4/V=\_@?^SY8O@+!%? AY\&/\$MS\4H/AGX@M/AWX87PUI MNN^&6%>\_?>T=]9TCPXWEOK7A5]"<'B1XQ<1G697FGF6>)8O!\_#5#\_)/< M^/G\_&:T/\_5G^\_J\_4K\_@ZN\_Y,Q\_9\_P#7\_AIW2L\_>\_S^(->EC\;B'XN93@^5\* M="^+II14)QG0G)J<.11D]D\G).R22Y5H^\*'\_A\_ B%&:XSGDZC522FY2>\_&B/AS\_PN3X% M?!'Q\_P"\*)3#=#UCX62: [K]J(PD?PP?D?A6\O(RQ;8M^T29V?IV<1\_MP1A\_X)V:G^Q7X\ VB?C?\_P4G\ "P]6/B7XPTG^S%'Q>\7\_#KQKXAL0" MVCZ,3K>LZ[X\_ UK6KCPYYOB?Q%K!)ABD5T31(VN,)- S?EG^Q=^UI\5/V.O\ M@@'^T%2? @KJR^'OB1XF\_5E^&WAKQ(UK\_5\_P"#"XV?#L:UK^CQ=)O\$'\$ MA\_1@8Q('CCE=)0HFCB>/VW\_@WF\_9;\_MM^^(VAOVK/VOY-5\_3)=#?KQ?X: M\^!\_ (C9JVJ\_ \$G2=.U+5=%7Q%KWB^32\J2Q:OX@N -#3SY(G18Q)MV3-\$Z^ M5G>5XS#8?C\_&TU3RC)8\3#ITZ7- B)5=.-\$H.\*A2O4NXM>6R;O[&39I MA,3BN\4LXS>7#3;E\*,5-733KV+\_7@L1X^"7PX\_X\* M2:I8\_V!\_?A3PI8:1X- !^;/QO\ M2DT3PW8?W03X@&M:SHMQHJKX>G\*I MH>@J9O#?\_,P!>9GE9W;^ZGXB>%/AS^U!^P7X<^(WQO^&OP\_ (NIZI^RZOQ, MM!XU\:+XACT#Q- XD^#HUK5M4T-/\$4JZ'S2S%X3 PVQB5B!D\_Q.?\_!R9- MHD\_4@\_3^&O#T=E8V'@O\ 9S^\$?A5M-T^U33K#1"NF^)-<.D9C 14?P[K> MAM\$BA52\$HJBK'M]P'PY)\_X=D^!\_S%?#\_#\_A0D)K'C\$5P\_P"!&A'WIQC M'G:C[245. @\_? G&\*W!Y?V]XAX24FU%3:3DW+&Y\*ND4Y-12= M[6MM]W^>U\_P19^#FO?3]O+X\_ "C0/"B3X;Z5XO%\_K3XB^(O!- Q)H'C]> M^&\_A?]O>-O!NBZO%\_JT/-38\,OXFB/F,NNMY?SD5\_1\_P7U\_X)K\_+&\_MP4\_8/Q:\_G/[WPX^%/COX8? \$#X8:/I6O>#/ \9>H:UX=UW7AX>UG1\_&-R MKI[\$22IK4DK: P"+C=30'8)+A5:-9? Q2\_P"#:L9\_X^\*E\_!D?]4>^\_7Z>#LU\_4 MY\_P<@9\_2O^\*>1@G\X?E?PXX\_Z\*=X?Y?\_S]./I7M\58W\$X?Q.X4P6\$48P] MG@[\_QC\&\_5+V\D9(ZJ)1M)2BTK33LE[J6K\X8PF'Q'AMQ5C,7\*3DYXA3G)N) M)O\W^\*^\_9[O]\_?\_Y?M#\_ !\*^\*/\_GQN^#CO7M0\1:7\ O'OA\B^E]J MUX;[4=%\_+^\_%.]U75G\%M(K G2?"NO:#JZV\K-RRZ\8PR\*JX\_J5\ T%?Q\? M!>V!/[\_F3C/CWX.CK\_-0+Q?\_?SK^P?U\_ XU^7<>8:&&XNSB%\_1C!5D MM\$E& [C";LHI]>.5[+7<\_3/#S%/\$)97.3&/\$WA&XBE M#AO,:60Q!0@23"OC^7'0?^#;G]HWPW^T%I/[1EC^UM\ (KKQQI/QC\_P%"Y6FD MW7P@\_6-X\_ X2C\_A-^\$]L<\*OBK?\_P ([\_PD!\$FP\*)=A[L,=M?V/.2,8/K\_ M \$JNY/!YSG]\*O\*N)LSX=22E))N\7/8SC MA;+.(>5YE"53DD10Y9-\*%VYC9H8[F%99 MC/&\*9PB@#Q3\_()Y?&\_/-[O[#? C[0?C9XV;]>/(VAOC+X9+W'A35)?T+3/# M@KP+J+1\_B=^!B3^);@^)+DFO>J/W6 MXJR;3F7" N5PQBQ^80GF- 2"C&:[O&"5DK\*+\_=636B5?\_,\_@KW\_P \$6M'\_M ."DFL>\$OBIX^(>G\_KXY>"O#,? @H:KKV@MK\_@OQKX8&M76N1IGB :<#Q M-HFL^&6U;6S9>([-99D77R@B:-0T=K]F[J]A\_@J=I?PD\(\_LQ? M" MJ?\_JS^ M GA;P[8\_#V[UOX&?#\_+Q GQ]5\_#C0X8]\$@L?\$\_SQ)+;^&\_!BMX90>5\4V?@ MR;Q>S12R+,DV7/[Y+U9>W/;@C%-HH[8!P..?PJJY<49E\_95/+92IU\*%"IST M'4I0J3HU\$]TJDTY4()]+EU2TNTDD\_ 57+[5GF<82C4J1:G",G&,XM-6GR MMMR#Q6C[K70<13\_ S-&Y\_\*9L@U^@G[=\_!#? M0O\_@H#X?\_+?\$\_XB?\$\_7PE\ (\_VVM,T1-+9?%#X1>-9\_X55\0'TV>5?#T6O> M\_ \$GBJ7Q.R>\_\$.BV]EXC3Q@GBNW6VE2"Y:#[-Q\_P!"\$H \$8[<\_S8\_SJS@= M>X4?7! P%>E7XVXEQ&P.:3S!K'TH1I\*O&\$(MTFM:><<'^5>:\_]Q=%#K&4HT85E/ MVC<\*, (IU4^=5.5)+F4VYIWJV4FTEN>G'(.7P2P==SJ4VG#64G[EN7EU;TY; M)K5-+4\_FQ\_X)I?\_!K]K7\_@FIXT\\*\_VA?@/.AO\ "OQ=XWUSX66>E\_?QOJ7C4:5XWB/VQMI M'C;59/B.GA[5=8MQH C>;PW:V4)5\>R M\_1/SD'D?-P?\_>[>G7M22\$A>. 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**Document And Entity Information**

**3 Months Ended**  
**Mar. 31, 2024**

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<u>Entity Ex Transition Period</u>	false
<u>Entity Incorporation, State or Country Code</u>	DE

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M " @0X( !X,"JW;W)K&PO&PO7W)E;,'O=V]R:V)O M;V р>&UL+G)E;'-02P\$%" ,4 " OA09999!YDAD! #/ P \$P M @ %5\$0  
6T-O;G1E;G1?5'EP97-=+GAM;%!+!08 "0 )#X" ( ??@ ! end XML 18 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);  
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d,p;if(e.style.display=='none'){d='block';p='-' }else{d='none';p='+' } e.style.display=d;if(a.textContent)  
{a.textContent=p+a.textContent.substring(1)}else{a.innerText=p+a.innerText.substring(1)} } } XML 19 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 21 FilingSummary.xml IDEA: XBRL DOCUMENT 3.24.2.u1 html 1 9 1 false 0 0  
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M;/0\*-CS,1SC3]B/\_9HZ%7@9L)^DH4AYM+>1'WQVN[#V61+)T/Q1C\Q[\_^B\_M/WNC9T2TS\@^?&9R/\].KHZ/ MG,NKWM7QY=,0 XRS\OCPS\O3JY.CB^=WMF1>\_P\_A^][9\=NX?GIZE:K@Q\_M?2: 7&\_M=D 9? G.YU7G]O#+0FU7E-&03CG[N;RZZ%V!)&I>T\=K7"\$WXM M0?8?5\_ J\_ROL(TKJX?.Z7X=WN5^>Y.[=SL+V]FG/?? Y"\\*XBZ3@&3@9N:%?]? MS,TF(I #?7:EC%V99RX8D2G0L/ES?<[T<"OAI%:F\_/@.FQ9\_AA4#\_?&[ MQS+AC"46)%'D3S(@3/\_KV1OW=9[>?W3@ZEP&?J07C4TF&BW\;EJWNL\_&(U] M-AI;NZ59^14B@!V\*>,S)?DDR\_U<3+D&CE4Q+,R LYKDDX2MNTO>G#I(CS M='J8A);(V]^X(-S)"+\_QD\_0%EF1A]VSKC,WU5\_E;"OX4Q'G)WNB^VJ^ZL M]4[H)W8V=\_J=O9W.CM[]?V\_TD?2\*CER>3K-JS);VNRON;1)Z;I&Z2CT3J M\_E6D,@MED).='U"J-TEGZVTA3U-.AWZL? P/\_3RCE7S]&5&D[/\_K/LQE#M MJ0LL'(&^&KHG<5B ]BG];7X]C#RLPPTZ8 9%U43%[2\$?H,JO6,:)[V3&R>M MB]9ERST>3Z)D\*M(58)23\$8M&?4L:34RJ+JZGY-%I\*RD5;?^EG)B9F,[!L= MY^R3N \Z\*R90\A%,\$\_[K]JJY%7 AXLY"@1>QVZVMGV9LE,7PKN>BY)4AKZ[ MO=W9WEAOZ5Z)2\$Q&22Q>.AO;[=U\Z!]L- 5^L;/\*6[S1"\-49)GG@\*88%3@! M]S]RX@9PX7J4)"K57%CNG\]MWP2K'E/?5IQA?WSOUZ "?J\^UWO#\$.C'FX&8BO09Q MN,G!X%5:OE6\_QN6;PV0B1>DRO8 20SE/WX^\*\$3\_&/- MKU),L'];R AGL,+3W6UWG\H<>0R3X7(M=;9;:^N2M)\_U'F>=80TN'(Z6R)>K.(6/ZF+)]R\0(G(P?>B;:#))DR]R[.? M"2F\*/ #5>#P6<2 P'QA\_AB8)%1=-BGXD ]SSE^Z[-!F[.7R+ M\_HC\_]0>P?"P\<0\*95XZF&#(\*WWRG>IG?#<4D3\_%'U)\*"I- QD10P MGI !\_RY,BS0J6^ ]+#+;B@78ZNTX1A\1LE8JW7D"\B[F];C 2P6=Z8 #Z1W\*# MY/63+R^K!5L'^SM[J[E3J\V\$- =:"[@\$.OA\$\\Z"+\$T,!Y\$A\0\_? KF\W1P&T/\_8V;G MNS&SNV;F-3/?B9G#-3,\_1U?

96:.0\R6\$DY\_JM@,Z/CLWHP\$Y>/BGEM%-<3H M\$1 \* !T\$8\$TSS@UR>(K!B\?NG\$2;S7^(1O[\$?P3OC!)4E"9AP["U(!F[KFL MW@#SX:(,W6&:W.0C5\_VY!=,11%LH!C(F)2A#GL9X>+?]:AZ%].?.\*\_W8W << M]< ,?9H ,Q\*>0/7P'%KUDS\*VCGVGV] JZD-HP"W@V\*Z:);FN2[I7E4;WEX<\ MVQ\_P&"BCM61U\_@7Q\^-5:[QX4,+K=\DW5[\\"+[+KV'G(@?^ MP4BZY N63Y&Y9?E'=7\^ +EW9K\*7\_E%A%MY6HA9KB):WQ:9C\$6665RUUWW, M36K@HZ=S>I]>=<8\*4W2L]\$NFC)7,IWE2-\*6\_8V'3)UU8O9\_T(GYSO4>ZT#> MG4,Q[PP]3'UC^]2MVJ=R4#=-1W[FPET M? 7(MPYJ/YU)0\$2OOOW/Z&O[G1W=QXJUP]R0\*KNFQ:[KW/W"\LJ8#^.7\*S/0C M3;2"B[1K\*87UT!]2'+;J9P=3&D;"N;!.@4@%G!1R/F8Q+,0(2\_1&0CT)1( M'W9]=U"DY\$DJ\_:\$W(PG?5> LH(Q\$4W8T(KU^OI!H'AG'\$QRFYU!294CR0<% MUCXBOC\*>..4DOH"3N. ,FK@KK(B>VVWDU&F I77\*I? 6S.P\*>D!X7@\_E9;X, M9R?@T2:% E9@#.KH\$!G!^X&.U[O/8RXZYQVG]B2A4 W4Z1PH5 .5^IV4.>L M;,>\_ ^:MA\$G/PK&.CO O.(8!R)0@0FE^8L[F=;L/N[EF;5H.H+:%,[,IR M:JE\*TB=ORD\_/(Z4/80'S5E^ H@"43V@F- GE[#=0AR5\_<9MW;F;&IZI@WT\_2 M-#J@!M/K47J&K.TE!.HG0: PR-LCW&)B@.VZ2BDC"=8)7/FBT>#\_G188A M'U2G24D6>\_![:54!+[PI9[14E44<1J<1]\B41<#OK\$O@V\_A&OP=@W+3N ,^]E!FKL\SZ5#3W MQYTEXCH7\_;> \QS@ET,^9Z0/I%?^2F" W\*2WO\$C[NO'B^,/)ZH8NP\$2I3:MT7ZCX\$&#4V293W=C!3M8'N89'F/JA6C9JH M5,A0<\*&BH@6/;0@\_&&6DLK?N>37G,OR-2O+QX,O#2DGRB/RJB^YUDN9>FO3 MY9PYF;IPHX=#@8N!.&K#F/X9HE8K^T4NE"9%0%&ZW)(TVP+[C\*I]199[SLQD MJ?; [F."/YGR@+TJ=CZ1(&\^(!Y(K=:\_J!#N/]HMD(VH5?\*+[H::D'XQX!=I M#?6\$%"D"TK6\*294%X&N=9\$&,N:/&[7^WZ\*;L ,%CJB'FBLG\|NE+M1%K8K M\LD#J,P+\_KGPN, \_ZHSXD18'?&Z1^H!/CZ>W-56GD9\DXR'RZU@\$9 MH;2 Z\$R0""AEOLV6Z,+NBY\$?#5SCRVU@,O\*BYC(,E!\*B8E)2PZ;, (:JW#60+=G4CD'<.PT[B>+&F[U1/+I'/(X9#E#LZYOH!N4=WT;\$ MFU1)!NP:19H/YW\$K/DD\_.\$+Y)SP\*9V\*Y,5X6J4^R<. 'I+YU"6W 5+&H5[ M97@J2X,!N 0-F'R2RFL,0- \$6%)FY\*HQU'>K\*/\$K8\^E2\8Q4P1\$U+6C&F4 W1]3GGG!8J,)CJEZ@/\_-=;L/[G'&HC6L I=BK>M,\$-<+F;^!" MYVXLADDNZ1\^ON@&L\_C:08C<[%!A\_\$.%^ZL!(4T44)%BH\*1\*+X7J:;3LT M/Y[-\$T0M]Y.H?895EB#) <&#Q92+BC)84OC@0[ \$\*DC@6RO>CO5BV8(6!,G M0\*LK^[5\\$\\$BGY-[I'4\*>!.!1+0"DPF- J%QWM\*W%V))-35V9Z!,TQ7D5VX7 M\$0/M4]25)E5.,%R,8Z\$C\_J0\Z=--\_UJ5NRJ9T7J=/(S,!%^M9E M'CGK71[U\_E\_WT](\_"R34[[ORMJN;#KN)Y&6W1]^=)92TOI</1=)>=O6QJ MPF=S58(B0H?."=\_>WM;=;LO>:/9=L:@A]5^+C&JH M0+= KJC\$FZZ3Z!K5-G<U@XH6<-4<,DF8\$R\98BQD#[9WV;2!J-FT4'ZP& ML#QWFA3 \*DD!8@[TF\$PB=P? .8,"TWE0%N+(K&(5L;\*[=.S+|I/C>^2K00\*\$5UL2:SQ^OC??? \_]9R?,N<\_4@?R&HN.#S@,7'=?+ MY[Z9PB=/X(OOW;&0)P2Z4S\_=?AX?'ANW??PF7S M"D^\_?N9@RJ98&/5? GS'+IVFD2LG^V,\_KXCJ\_W\ M6^\_B")C-?7=^0G^N?7A /P/\_GRJG=U?,H6Q9H/X8= =WYJ=B(U5,!#C@[ M^O/R2K%G[^S(A=OWC^,K]ZAW\5LSX4,QX>[/ SW;N.\UB\Y/+/XCZ=[W#].+ MM9! ,/[^ZF%W/YMC'=T\^3H^.S(YK!Q\_/\_X=K^\_A>\* [Q MV)^7VI! M(CA)?'16\K\& (L)W/6YC.+M8#^OJ<7F#.LD';JT\B\D\$H1W11WZI \MP)SXVC4 3\$=^[]\_9\Z'8)^%NWZ?+A9W&(&EDCV^\_K[ ,ETT>+4LU'X5\$(HG MA)=KEGMZ++>\$\$K%S:Z!"N\_4NCS]\8,?\*^>?[\$[ \\_!VOK8Z'8+]GT'NW1[ M^- SXN[HY/+JXN0M^?S6?/9 ?+;= JF%W:TQC\*/CR\_.+DX\_VM7MY?/CGQW7NOB6?[\_#F<7QT9HM'XHM?X8(1^? 6^,>[X]JZ'XC\T][5U?I^?4 & M^ZE%#YU;0Q?\_/\_Q^&(&=GN\* \_/:V>K6\*,6G]W!-\$OG/\_O\_3/>R=N>].,"YV M?G'LGIR]. [X]:W5NZ?)=LLHYFX-7IR<'9Y??#R\_J/A5#D'R]4[.;(9TW\_X; MU+QWP+QG:T\_+PW%GL^Y\*9L@?!,Q\_8K]WQ"Z6JC1;L:)?E:9II[@\*=\_J.H%Y?\$AN1\$J+^%"^>(LP>G)2J6&?I,F MOJXL^:\_HB?0 /G5HT,G,)V6O0CC=5\_E7<\_D7/^412?+7)19!^M3+4\R@\*3G MMBGN4,0B]2,7?AVD0:5",L0,+ (14I MK!!%;/B+2G-BLDD8LAHAOA"A!.LL"6H0-6\$PK4!L?U^4BCH(9&."7\$1^@\_MN^\*+R\$-[JSD-I/0\$>4)7N A8Q5U0L&\*W7F%\_ET7ZF?&M#?/\$1G!DQ(\W[-MJ :Z,-Z\*6S M3XVJ0&^<>.-7"3#II\_Q0(#2K9"^.:@8)R&B6] (W8%!@0"TVKR!)B!UO > M2S:UNO3% PGRB"73"S"!Y\A'2S ^+#2989!YN8B\*&)[\*0V;ZLQ#R,P&Q\$J M? QY8WMS;8#XV4\O]JXQ,B:9. @V!9\*+4X=0=(V'D,0VK1CA Q?Y\*\$EA'TC@\_MH=2!V619KB\^!X=? G<@5N\JX%^.?N+%^AJ+Y29ME#5\$!6&)\*+Q:G,&>W. M>M99.'4^H1@\$3=)7,KD.7 \$+?>2-V^ZG3I6=W/X"NA9- K@PBZBG/&H\*Y M+Z.&]H@[OY BZD:1;@P(@A&TQL)J2:C,,Y;RBOPN)/%"B)0U BJ%.86%N M1/X- 7\_GT5.Y\_QLURDSZ-07\*0>"YQ62 MAD9:#0C3%W+PDG2XE[= #>6&X'S5XQ4(IHJF1BV8\3(IP2< D6:)I!T" W>\D MD'.\*6M,\*LN.%5U@1L>>H3N1)35#]H#43G3O<>I=\_.!]!PXU>U"7^\*>; M\$6A,(D>94L1P90V\*\*\JQNN\* [J"RRX\_] =13\_ ^%=[\];D8;-<%"7>@W\*&"^Y M),L\\$X58Y39A" <6406-4B1Q%,\_XSEBA+[GM(D-PJ[L7!F;Y@0^ .89D(-PY- M8I:\*=ZUF4BOT0XB?0HA9P\_U\_QO9:V&3ABR!+&C:1F@WT,%D4&+NHHBM3&!M MM2S9U CTJBH[C\$)D[FUF&\$301&3HS.-\_D\|FANB( JR'8)?V9;M>8&@4C'Y\*< MH!M) (@3T91\*ABLR:#ER? L<0O>/;PSN+A;>6D09%&0#X%\$&>48\_7;B+8P\_V= M5W6KTX5OF?&ZAF=96NN"KG7P>8.W)\$X,1V./=T6[ 8M+-4\*5=CG OXKXDQK M0V2A@ 1 =44=.D1?A..H73ZL1ML#^#<>=7'5F/>)"&>)\3)FD:>X]:6[6VY%XQ[ RTO.XC#",C[75?&Y)8Y446\Z@UYC MD&OJ=6Z-<%2#3O@+3;AM\*I/(Q2]= M395@E]WU:8R@Y.A]JS2 M,Q>E<\_7.<% <]39%JU.CU5?JF5^\$9. U;;,>N&BO],@VDL.F\=1)."MQ%.> MHX4HVVR;SO#%R0R08%^40\$Q0B;5!"5H;#CT#D0\\*|[:\$2&\*S M:. '9\*6-]5\_ M?D4 MY&7\_S5L5K7#.K]&H@%? 7M]D3V1W5L,9W@TC&F/\*(L@94R[X\$V1\*,XB1\*AE-E MK<&5 2",TJP7[<[%\B 7<(M5LD0\*\FPV";"QR\_A,,&V- &Z-\*:E@ M9' \$EX+#+X->\*\$L'S((K"(B 7W8=D+ (1;;V%-W9>=% A/8N758(4R, JY: # M2Y>P3#Z%2 \1+=;T33R]+)F\6(K(A5V +D3H\*2EB.E(.T,<).I,D-RG>X MT^\*AYXZ\$^4CL'U##^%29Q@#DF=+,\*GAZ%\$.<\$F( E: ^2B\X:D1F+J92E8) MRDL5YCA.L D8-5-\$O'E?4I36P2\_B-@>V4\3N#7+ 97@!V?@ R&T,C)+C3 M8HP?\_YB" [IQ.'^7C9I0/ P]<=& M&6\$';2- @JK07#]\*DM%"#H0M.W A&)44X/M:0(4EH?#4NQGV,FEN1 M/J5K4"29WU=QEGX23ENK<]174'0%18J!^DA%LO,1- DZ9R(F PV.T%M[&02DI>8W["8CZ2X5K(CT^2 M3E4\_#7HA\* H9>4%R" N9@"RT%>KH(EDLB- "[J +,+!@#UKWP),M\? 6^>[GQ, M8N L MB?\$OJ02#&7@677D41RA)-\=SYCBID]-R>W"9C+F'K:2+E6O/K1JTG +I'O..!L#XBYI[15/VB ) M"KMUI-&MC1G4!]MB(-G-,WM'9V2"A\5<<"RQ)^ ( E4+3%[(X:[T0: D@RVZ M&NGC69\$.13IM,2F4S)22Y85M;L6UCRX>E\$X!"HR86@".2\$,)Q4 \$E%Y<)H+B MZKN8ZI,\* (\*+LL@R%#,972<]7=IH(4>Q1G!-[9?8Q/Z?I-S2UB/&CTD!:5& MH)@Y^X!H9\$)223QK9!&%YCS86^.]PX166.:LX? IR^J"YBH^HF!\_ MYA\* Y\$>YRGB+POTAT[F"P;\\_. MB,CA^>OK\_?C#QY-+JT1?;:A#@0!#\_A8M6DA#+\_ %ZNSDC)8+3T5!T@H1&Z=@+ P[>DS9,1PB]T8,V=1'4-W M@^48\*.6Q'\*-? (QP)75F=,C8;C1H0ZW!6QV7(\_PD&CKF^I8I 4=M/&=%\$ M'45BX)":9E,C1XM<\*E/13#']89!\$47\*C3Q-\*'67M\$)@? ZB\$@3=%4,EQ<99914JJ" M,\_LEL?T=K&4H\_<#A35)6S<\_!GHPE<'V&6D,TEE!L8&'2OJGI=\$&;<[5I]7 M&=/6=\$:::FI=13PFW1\_ \$ILZ9R4IY:,Y4GS.\$7/T W-IE:2J\@6D#/#\=J M34 O3,#2J6BSO? <]VU^\$B:)=AH>MTA!09\B\_@YF'NO.>A2!!#M\|VRC9] MVJNMQMDSNCOY#7.\_UXQX\*5>D7U2>3!Z@551W9\_+E055<2]0\_?+>;1V#.RR+^ MRY2>7\_X13;R(\W/?) 9L#\_YDH\W3]JWW()OJ][CEF;@NQ?N^V0PH" 0 MHQR+^/(\$O># X6N.W\_JQ[[1P(/ M1K[ZV\?4AS6.8<1\_ ^7 B^D!LDDT+\_NF126QQ<1?/+0'T\_Z.%= #2T\_ V^X? M([/LQR";@1:9Y!+? QN7]0TRO@3G^G8#/\*I#XG)^.-6TP.Q3YIV(\$=]L KJ7R M[Z>X:1]D!NL3\$:\$PGENG"9;,](#:)ZZ/4:]B."^T?NB\*#VFQ6J? \$FW)6MD\$[H(3\_C>@4K4E#AS-7V>U\*D^,ES4.N\VB74@#KQ M'2EG313YCQ5ZNUGD^>^TZ9G\_ ^W(&-

N]\GA5GR=%+Y?PMW#72T+4O=Z:#,\$ MLVE[G059>V7.XT^9O?![3AY'QG2(8EUXNQB[2RE)4E@M8=7!.@0QJ\_Q%P; M#\*O81C(\*4["P8PL)F@Z[9)%QY%C8!IVS+!QAE?+;&ATJ'5=GV.W>W]W5!I50UB\$O,FZA,,V @4++/6/ BY;M)> [G.+F)=6SW\,-Q[\J1:R [G,W.<\$QZ\$TB+&Z[O MAB7@,#\*&5>(P&6,ZC^>&20&6S58?"(.?X-8-1# \_9LH0LN[E5\$E4.- R\_=::SJ M\*\*R%22HI7UI%AD',W5 EI>-3A:=R=G.&Q W"\$F7L!L?+'>LJ)<:(C C?K5 MJ?\*=FW2Q\$0H9V; 3#&M:XB5>"1BUZ'JR(T&U3X6+Q)B"8(QAHF)%A;<1 M)A,>U(&(\$Z M)S=8F1!6\_,& X>BD!FY)4\$SP5.% %R8[V]YYTV"(: MB\*8!/A:4Q+\$BBBL@G/E)5%F=1!:LSGL'5FI5Z@XD39( <\_D9BO\$HN,YYXA6 MS.0'3I\*\$HC&U!77LF(29 ;F"JP A2U)/D30F94IU+SOG'=&9I78;E[IG M(DJTX]6E=>8LK=;#%4D:8RFKE8]2.!5VD060/2>R71-#DLMF[,-10(6 P< M@@@M]8',W(@O",:WL;83]:>AO%9806.84J%@?V8W4:OEAXG" F \*&+ND8]/AC M\*C)\1\_[P 9+F39W>+G5. J@:6TY5Y38B:];&V#"G11X2:]X\*6?8NKF=1(5 M8R[Z]SP3K.JERELX7W ? Z30\2H/5X1IZDQ5[R;'W%!.>4-9T<<15\*)DFJ M'8I+8 [0G8:5M\$-0E6&6;G> MR:&M^\_P\$+C-WAZ8Q\N153N\$;\OIA 82)"AO0VG%Z4=H5=#97V9 MNYEP2.ADS"Y%G"1\*!\_ID)D;RKUL\_1!;@8 GT\$ M#OL(PIJ/)]3 ^'JX%HOO3J91!C4P:1F3((#%4X.DA1EE0D+!=?N?=RQX\ M,X.\*YV3QR5L? EB<[G^,,55\*9C43HE,!NW0Z8'H>PMP7H=H=PI65XIWLNVGN% MG2F/+126PD09=L8@@\_M?)F(4=&^A7CP5'8:0Z7,U)-&\*78H\$9#:&BE[F7R M^1M+CC179YXJ2M%LK^X12C[KS7E7GPRL1X4EEIA'@!\_>3J5>>H471L;A\$Z MQ^>4X^R@%)&W@@\*JJG" [+B\$P0TIQ0UM0E@G4@^UPLAP\*!JXCR'ZRO0B;5[ M LM9N("3%SLK04AH4?E4TFQ&?E.RV/RJ+'7I(>Y? U\$M]Q\*HP9PE,'G?8MP\$ MII\$4PY\$1@]9"-;"(5@D06-E5=)29K@?Z&=%C(D%05>(6M"4A%QC5^L3.;R M)U81@"PE,!":8.^RN F)P\*3A5!5.F+ODS@4H4[2\$^/R=,LC.T"K%0NW0TI M"8G175#]P8PVTBM5\015? F2HW@^FI!!MZ;]HY"95VUM5=":80T4.>3X 6D&5 M6'0G@TQ!R@B[X,O=>/NAMXGV^%&\_?<%O6VN.\_F5]G96)4\_ BJC:J#&4MDY\_L M?..H#BAK.7&64;C\|D\*O2R<+-S,B/.:4HDO)N"58'0RU)\(\$C A+!-Y\*^]X M\IW+^WU^>N1N, (T0O^52@R .9)S859D)NNTYJTLNYJ\_3RYQ A6Z+E<<4'+E\*< MV.NH9)C6:BQ97/^><3:JX(@2V!E8?H#&PT"(H0C#[/-&JFF@WH,N!3\_SI< M490\*&UK;\_NV&?@!RCH45)9 )-%CKMA2D-!&FDNJW 1X>F;KS Q!.\*J2%]0L M2819M6=8&@HOJ11TA(42N?XT#AY-6(Y)38,U\$^1A55:I'4"S9ZQ )B17<5W, MJ=TL9\JD&OF(C"UC)Y?- W(V)3>#M.!\_I!4A);\#TFFKOY\$PA2M77\*,O)H!O MP5KY!\*. O\*,N6\$H\*QJ)9GRJ%J0YSP57C6;@3#CJ9<87Q"DHK]\*NG:Q]: [D?<\$#480(L\$6'3&=V"%"% M^%..1H\N<:&-%/47@+E'0D+4L:U2DH6'N,\*\_>9+O17 .SODQMT\$ZB&.!&E M!.'D#%@%4H!]G:)WX\*1(!N0BA.:D::U)&=%C2!)6[D.9&6@JL 9:W\+20 MN AU+AF;Z!\_HH\$- TA6H\*\*4P4B@GJFE@+Y[Y#J\ "?!&AKE-4"\].D!18S(1; M:9,5^<,%4QK48%T6COT% 6@'BM=%V=\*<2Z\*U&'9VTP 48'L3\$ M'<<^&Q\NAO#@;<@'.> F4I:(2F5W>A:&6!.7R1@V"74O=5-E>B]5#)@)2J[;> M7AT:6/\$DIASA;%O.)35/X"0YG@+CZMU<>5M/I"J^/DO/ J63JUT> O6T86PL ML95UIC7U\$P/#4O?JP2)SD[\*D\* (Z0+.OT=EBA "G?/%)&< %UW[W@51<(DK1 MAZTO![\*FW6JCM"1N\*:ZN1X27)8@? CPM\P=+\*!B3\7YJ((CX/4\$):EYC:IA M;U!R",ID01Y-)6\J[K9#:#&!\%LQ<0;;C.B/\*^ M1% \_&[:F+.;,!DOZN/T M7 (J,L,S02<4%+T883&804M1XTET0,?C%+X%\$7 BORQPN.;\_8CZ\*VY:=878 MJ\*=\\$\*P:J1D1G&T]2A@T;B>\_0H-.@9EU2592^=B\FTIEH/9:VHXA#6)U3H"- MP\*)7I[WLC(42K67" P\$4D>0/>KF<(>#!?#\*=93+N+8'S-E,N (MH7RV8)W&Y":=@BGC9GP7[KI%"ATXA4"=I\$UP+N0&\*.%U,KNHCAVK? ^R!]C M71'5>3LW\*L=2&<7:2.0L)YW[F%,4VX^V;@BA@[9\$.[I-M&D=N'QR\*O?K/FHZ MVF;6^RM4\*U%CL@F+91ZFL816Q M4T2:8\98CQVLW7:G2WXH?ZS\_#\$\_C5C#&[\*-\*\RH% C.;%4 M7@^#R\$J.C[ >K9M5>.Y&]\_O&IP,W5TM)X L ^#"V0AI2GB=E;A6LLOBY\$PD< M[Q^=5G=[%Z!.\*(U:V- [4Y=WDTYD1O4)NE>,V2W;1]U![6>\$UTTE0H0]DM+F M\_;PHX\*+K=/M;78;6H,6X+!N9"13275IG8.MG? L377MV@K[X5(%4"13,GZ" M/<0U6DY;Z\_1&:97G1JY.+6^;Y19!/I[G,1;H"?2) \_K%A!=+PC\_UVN]7& M\']\$V0\_&PJ(MTEW\*)%[A9\9)QGY@5?N@KUO.)51;Z8!^G>;<@65C9\X^T.X2 M1&#((0SJ20/;V- ;:B,N,E%. "9"7Z%,.13^W^58R!&D-7[B@RDL.&%6B- M\T\WL[4Y8S,/\* M9-5!-VX(G5>U> (VFM78M\ZAR5+1=0#9Y\_XDW'5LR\$8?IIY\076#4T'TE)\$G'F M\*]R8+(@2S!- \Q9DORNAB6);)K\$JF!8"\T^B(K/0CY\$=,/HY!P<95!L'-X B MN\*LC&!/]=M\*@89)0FEGT=1LPB/B/SNU98!UH# /KIQJTZ-!BSCF""3/-MM;\_?Y?6!:EETJ5Y6="C-8]3?"T7U ,[M3JK\*D(KR1D.-2 M,5(\*1SW."[U%:0T'ITK) (/&PGC64'Z"2&+E\$X0)^S/2Y5VX"CM8+&@-=V" M,"IV\_E2554F);>I2:H- #F=UE\*NC\9W4M\*\*%#V\_31+Q98+J6C:6,G8SM2[ M\*%3Y?WZ1,(H4O5[NC!\$.X#X#( MKQ.ZR=;' LG.1QLVF"- NI3EHY3135FMPF\U=&Q]EEA:Q?8[E."DR%]NS!R:1 E/J4!H81S6!ON[MKZN2GH2.+%6GI%&W>5-DYF M)\*D=;PI, TI\_4>O?MD7@6.KU/W?MMYTBXRF&:GQJQ;76;DS)V1ZGRA^@;K MVX/X!0Y)%%6;K>R<]G!0O66HW ,I8, B99\*T,1N[P,Z%. "^\9BZ"0 MZ>[LPJ 2D7GKID^K[CKW7K+9%#)5&23A= #&,:M78B"XZ?V:.43Y]C+6"& M+> [8;INCF]H'T;1=5HO-8\_\*E6NKV5AJ%.L\*(L;:=>]L]\$TTI:IC.WBM\ X: MN.(R )4K]S%MASHFUF4ZD.G8: MU\$T\*9#^JH,% 3)&.BDK(M8T\$9YZ1P)H\_MHTA6K-4R8F9Q;=GVUHSBTFMG%XPW\8HUW2/6?JS0X8D'YTFMK^SBIZ3]\*+2H MM=ETES#7)??BPP#@H8ZK'UGE49>T+17\$28)R0#E7,V M53U>3#X.1>>WL,93SFN=92(\*.AF"='^[\DG7%&D? =ZU%"QHZ,6ALD5W]9HH^ MV6YL\*)]0C6)AL1'W9#1JOX04\_3\$L.\*DK\$)EVY?VE9DO:=.9"OEE+Y\$%JXM^#>!"C\B0=[^PR ML>846B\$(!Q 3( XDUL-C@5"JNM0B:\$)RXW&J\*[E]/,RB0>\$L\*MYWZ@2G4?\_C\"7DFPMR=:2C&D]5(Y^/JT)QZ19X- C@ M,&66!-") +#\$"K%\$;GU9)N==''V-4X<#&Q"J\$J;N"O):9NPB,9Q4H'YJE;; M+VP;1/XT#>V\$DM27W'F[A'0RJ<144@XBM]KHOXMVAC\_B=CN\$-0""?#\*;\*F4N M3C2R#J7'E!!2K9J+=1&Z&\$)/40&DB??A\_.RI\$S\$58"LK745W(+1PA#@RWR@ MY9Y3GY0(\_^S:\6079Z:Z7PH(R\*B"? NP MUK=(E3^5)]6ODW>M64?:@6F\*(.5D\%:F7.,N?1SDC&)\\_F^23%VH?U MW;N^>]=W[X^>S\_(L=2RW;@#\$K!2R\$IH\*D7XH@\$IE,T9#KR;-=3AD=0A+#Q" M&>1B)B4%6&;Q=XD( G"FW+PC=#&4-DI9M>9'Z:Z,@SF\*&&+Z!)904,4@N5A M+1+EM&:+":7-F)W5VM(D2#3U/?\*^NB- BA8;^K0JZS?:.30ZP,D8 MFVV/RUA?O52\$R%#E(ESG9EJ+8@I&Y,2@;G6[GF6BP3D\ B37;/:+6ZDU42 MOVLAO!;"RRR\$C\_2"QM\*&?>CXN!CYH^N4E <0M&6\%6/=@VY7\*(Q0+N.AR\*D',!C3Z9B2 M" <28R""YX6[\$IY>'F^054RY]5.AE&KK<3-I0I5\*EE"5JE05SN;NK4'QT^I.] MQ0L:N3,EB#=F( )G\*JQ([2M)VY'F= M\$,RPA).&K>"E8H; \$ E\$O"Q\$]=@RNT\*VSOF\_6]URWC>I5-.0 L@N5E9EO M,1XARI7\*(2>IIA,3S5^H?1U\*A6%\>6- 2&J-2LZ0K4IXL\_!K:A["\_2#48 MX J3458!L0.N2" <(#X\_-S6PFXM]C6CWS467G2 M:FOJVH0AW6DT&3&IAK8WX#+4=D9)"9\*8;N 7Y9)6DVOD=\$\*%\*^!C7AMTJW MB3VJ)? N\4CR6^>XVLK(EP4G#9C!)\A)HGRVHGX%&2DV%!EPV\*I]6W3.=^JI7 M9BW;UK)M+=N>GFRK1TXMFQ\*/? X2E=06[;R<"+514U@9))!..#4\_#;/W6N:L M^8SQ#54?C,./Y(\*9-AO4-X3H#\^+6\*N"QO2EDB<[T@:V]80\$C8YZZ8)1)D)Y M'W+\$\*D\*/+H\$7M\$PUMJF)UJDEML@E,FSA"/8RYO^3OF:#[J\*6A5SN+KE%X6T+ MM[(6[".FSC];D+&\_(%0^Q3I; A&SY7?6V?+?+UM^B1/C'Y1/Y1N=^.8B>? MM0HN8XH4?E? 4UO7>M\*VR[K\*B&S.5FK)0N#D 8JV8=BQ>=1\_ ]PW>5RIH&U?X,)]SYY?M:2J]\* M[M(3V)\_?!.C3M?;Q2WAQ)H:6Z=]08] [0WJKC?H:6\_0=GV#C\_A\_I?XMSCX MS,)V2EWIL1<,P"4(?<0SK6F\*3Q59^6/6&YL@KKT\*PV\*+O[VUV?;7Z%#W[J M:&;ZL(L\*LK6(N,AXJC\_@Q(2?-GV\$M@OC?=KO;^FLR?/9B5?W@5:TT99X MS G\6\*&YE2)DH+J3;@%&!/AC/- WE]W=W NO,2'V(79\9R?.+O^V U#.?SP MU]Z3V)"D,ZW;4ZC<+E%,F\J&1^\$DN]C,3\_U&)Z7B7)\_UE!;."<6\_3@"O\*3

MV(NC\*I-WUC+YFY;WNPCJ[YC3]6C'^H<"ASV\*^B='!:I<#HO&ZHRFB)T.F\_O MN^\*(K>-  
L2YR8JW^6(M\_M+%%YO"7J>\* Q!53>P\*HG9RTA\_E]E)I6\* )5W?&2 MBOY05C\U[\WXZ22:(Z"T#YP/B;A#HDWLYC<,4@?  
4VT^J=:%Z[&QISKA.HEP M7@8"0ID/]>9"UQ?[EY@JL-'\$4H\_3V6 ?6\$,EM72UYV#(84D=6R\_H-^+|S  
M;%C;%ZG[PD.>ZVQZ[GDZ05#MH[08NI7U7#G1V8X&N(("4ANF8(S'=AVCF M5RF&)VH?=7K%\$#8&CCV]T-  
UL\40D=<=00B'(L:T3>P FA\*,M^YBP]6"F\$Z. ME2M?0"+,1V\X[7,;S9 %+/@#6[?UXJU.1H:G^D+]-Y(2"FD=:C22Q?  
6V\* MM9+^WS=EF:89TR050P1Y487!+F")40:+YOG\$R:" M6^5B^P^>OX\$\*  
&RA,F!H0EN'18"YZ,K0U6>"E8)P49'HN6>Y+IU<#Z=-,I\_M?>W4-'5K(QP=I]RWXK QSZ//LW\$4;6;M-  
O\$,:BFQ7I4+#+L[0L-PI\$2%C3 M69+H5@4TIF?6N (^'V)?@#W\$VT ?LG5%V+506Z>#,/\$/A^YV2A)233:'^+^ M FJ-Z,P-  
\$UP=@4U]>:\$Q58<\_P?3C'S8R;% 0TF^(G GPA22V5"TX4X3[&9!^  
MDE\$W(K7@I.&6RXYIMEE!Q6\*JC2J"T@T4'UN\$9H[F\A-<]6EIL\*93U 1AARU M5@9D(<,>RO!\Q  
G6))&6<@C^#:&UKYMBI["<TDS]D3:ER^E%+M,J]\PC]U>[L M[^WOMPR\$(HL]ZD^Q0J]9R\$]B"+"M  
HMOHP?@Y%K!B[8,A27,-9^/.\+( M\G[X%X\*!&217U11(M\O!WM/<')OPM;;H8/Y(\*9UZ" R1!AJ1%H&,809@D--  
M)USFB/U[4(:BG,G=G:T].!9Q/LIL@<&WJZ[B-D!3" F3\*3\$5U;<\$FM\_9QAS.= M.N(OC?  
Z2JCZ^//[,],OK&5M%4D\_P^I357/P(I?,&@MLVOX773[4[A&XX!@G M!  
<\_O(F3ZG35G%I.#8@2(=EVV[HO!;5Z!S^,"ABU6Z)>NWVIPP1B6"2SQ\$H MTOTTDA&UY @0R(#NAE#="OFZ^U\_  
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MTFE0Z?,QR43\$6Y?%Y'#J=3DSI:Z# \*'[ \*2!X%E%I]X88:)#5(#@N\_CVH' M\$^P[2L 1S8BL-  
<&26/A\MOQ0QTL5))J&A'87<(&M-[ ZH DLCM\$H[!M>K=R\$ MLEYH4E6!HB91!Q]B5"&8\O;,3HC#  
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#6QKJ#8]-5W?6-\*N\$YIUG)@Q^H,JL63&L\5R6%R!:&\_W-#:^CEO MBUFIK0\*:(:L(  
)M#997N.&^%:JNUNV U%6;46AQ)@A5T\$.O32 V;CU\$) MZ;>@  
M;,'T%/9%X)B&C\$W+@K187R,11.#H]=4Y@AP99\$FE2IRK-I4(M?LUPK8" T]# MN7AP^P<;/1\$\*/D]<4\$^)>  
7Y\$ \_<3>X+S;<@H]4B2%2B(&#A,I=4QJON&=6; M0N'Z^A&ACQ'PU4!?L@K]E?[\$]J?  
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+/\OE:B0J]251PB#"")C1S91(7]/(N?!%\_(AG M^0\$1#3AB3.-\*X"\$&VO#UV(7  
;\_E)6UU]HWK65[0",B4V0N>;SW=ADN#'N) MLJ)/=-(- ^JFNFL9L>(O:KU-\$/)JMJ+LXL0/3;=]EZ[-HRI\$O&  
M,0@Y!GL\*XO8MC&Q ;LMQIIAGO9(Y=BC@K4+G7;:71"7ACE?SS%WV\$)>>@7Y).?+TD^SP  
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P\*1Q!,[I0K:N@\_\*:0U\=YO760G'93,1O;V]G MI^6>Q)\  
(\*C7%^M2%NF5%^71\T5'^>@JQV6XKD8@XT&1S7'CVFA8#+7%3+^W  
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MUB;&@X4U03 CZ^>>ZN,Q>K,YP%XT!E2)'T,!@J&0?E6H8%&F4\*Y'7C-XM M7\$I=P  
7&U0(K.OZ/[U[04!JKH\_!WJAGV\$AB+-R\I,^(>\$ MGO%D8N./D1C[PV&\$'B\80,8CV9>53\*OWO;(EE)]E\_M0POE\*(9X-  
DW%"#E;&N M0D7!%+/Z=& PXFLUOH)YA1+6.:7 D;[BFB"3=82!H&PGQ)[VTV6:\$TD]=]  
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MD)D/KQY&OHRW3I,,GC\_TL;N/^Q'\$!4RD%\_ONN^+OPH=Q+WTP06-\_!L6IG)8 MP-^)DM^3;%3 ,+  
\$/@::>W"+)O'4[\$LEKW\_T];>%TTQA,\*+W\UB[&(6JZ, MNFFCFW3Z#&-  
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0C>QH6K0V!.T:24JN/\$8 M].\* 1X1YW#\*A\_..B[8+J\K 9' W]\*=996\*JH<='>/]JQ^/\%3\60&VWK  
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(RER2A"A&G"Z!]SX,;HPWL/P&V4O6%C+Z@ MZH]0%7:WO9.U]O?:U-JB]=I=[SN[HYZ\$TNF&EXM\*ZWJ]#F-  
]+F&OK=5^IB\$ M'>\_%]H%W<+"JF%ZB;^?%CM=N[RZFKZ\*/#K@TC>K],LY("U70+33NDH(I!=T3  
MBZ)442XF^S/I+'KQ"17MK6V7,A++[?&?])2D+\*=WRMDW73Z!TO!X\*4 L@RA' M!9>KAZD\*N=/>13 \*  
J3@P3R=,\*CL2EB.[L&N]8 [PPN.,BSA=MEO-S]:VQ;< MW?JJ7XB%0.1HO7-S+LZ9WGA5;>\$\P&69.Y3C,G98);V8G[-&  
<#ESS?4,3.W M'J#3 U:7O.:A2U1M4C0]U",J401;#>]"26EN%-  
JZ6RV+\*8!%!'BX54%@,#H#J5V'FZ\*E5HYO![":AK%8^WYSM.T0ZR\_I;+)>KOZ=,))+(7);I M\*4M4-VQ69>BIP%3"3&?  
\1&I!9(Q@ :QVDFV1 5W8\8LHG224#X)CK3H: %X M"9= NJIPZ2\$43;%@+\*+S?SYBX.=VSXR2W7#U\_0\$/(-S/=EN1-  
U,V;-M7B-6D>9.9N[X+!:S M)\$\*A/A0D=\F\G3=ISY=1 /QNNM@,NYLWW &ZL\_UV;<0^5^!TMEWFA%\$89 M7PLL4<  
<11(IP'Q9\$@17QB JZB\*K(H)+P7XJ+LD9@9M(G/T=&.=F[@7; /]JM[5W;O;& \W0V8M,RT0,XV YASSCS M-KU-YD15B  
M3!!1\$1BK3.22XVJER^/#4E2]L"55;0ISQ=KJ[.CCE5/?=3\$>HL:ZTUEG>3UB MEM?^LOKT8JL[W9,UI?2/\_E  
M3XQMG72[XO/?@5K\*9=0F'Q4\*JJR\*\$4\A&N#E\$^5\_67#BFDC#(\_#  
M^]9AR\_T\$7/#Z%>[^8M#SWPX=#4X]5/5%LZ,I0\$U^&UC".[P9^>-G(' KC[ M[X]!OO9;[5\TZY8F[Q#4Z8R1E1%S.?  
7U06CB\\$/E44)VA^OI5;[0:?'0 \$1\*T!4\_U,6:FL \%-8FR#C M8,&);X\$8@\*JF/Y]\_KNS\*55;CY<70?;^\_E9< "?2+,@  
B6EY6C?/D#-/@ M#YD?B:R9/U;<@EKF^9S\$SNUGLRJTR#\5:H3Y\$6/\$ .9WTNBHE0A3\*H-CVYBJ24  
(3[4S&MT\*FOOW8TT+4\$EZ.]W=6WVU#7HA)Q/MM7:M;"/.U'@34U39YO<#-NEA&OW"2>-[S81\_G:6<'(@\$7.PWH6>+  
(DX MZMWVM:Z=:\_ZX47!Y#-7:26UN:OE(&)HZ M47\*AZFG2\*V96A11/O.%0)]CHO-C44 )F=.  
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M+8K%\$IS>C;7LZL%2OJ.ZH&P\$AZ]GQ@S)53X["HG;Y;E7L36:/3BW!\$>QRL\$[ MZ)!YX"R^'?  
2ZE0E\_<)\_N\_L&!M/\_BQ5>KH=4YZX#? F>E2M,L)TPJ6TT<=+UM MH&M\_YU[>:6D'<[NV&)CF2%OE\$?  
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M@%.E70PAACD^>Y(ZG!092\$ ?R"?E3R#I' B5!]7,=\_(73\*C08-M0,AF:#. M>!\*B' 59\$8QJXQDQ-T06QD[KX. 7-  
^\$Z.H7+KL,>B ZW:+2('2>>X#,%\*6 MF+\*4J2',S\*M[{\$T6^>D);I4T2NN:&:G.YR1V=,L/B12J&  
J\47H=5&9\S4VN9%GI,Z' 0UE] MN""^L+?O';SHUGG/J=?YWQ+'N5T4Z#/W%M,DGA&UAHR)S6I?I?+NBD'=\$XP  
M0=WKNE66G;IIN;%\*#8G0!6?4" L^= >\_!<5:LIV+(XUC\$357::=,1%;<64;EO M( 6UU.U6U)25UQ0?-  
\_V&\_F>\*]\L>XZ7^P1\5>K//%OE]3CK5N<,\_Y8\*H MH\1BZ15CL-  
^2<\*Q01:@>5(4BX7+V(W/ESKVCR72@6[IF%3EV1M-IJB4 MD 6/X)\*;-1" @:GS)#E8MMMKXRG;0@\*#(?)  
1KH\_HM^EL1\$M1B@"96Q"E4H^8U M[3E+1C@GB\*AOY5VK\*>!8TRURAFSL[-:FX\*\$  
[=5MK="\$)G))H<3(\&Z'86)X4OX0E9M1-P?R\*8=1<#^Y4<,9\$39TD M[XIMRY0985ZS-7\*+V=!H?  
I1%\_.IM[MPQI4HFM(5GEX6TY+(\*U^1>I8%;=7 M%]JV(ET2.5SJ?\_V&MU=6,KSV6-

TLI\$J,;,>@HXGX/V;)43R!\*A7DY\$0UW<:7>8.]@WWMQT+\$4@::P[D]2 M@["\$C%B/Q-W\*-K=F,RQ6;-  
UZP\*X;:7<69Q@3NX IQB6R0M.<\_\*=X?4G FU M^V#7VY\_US"^{\*=[-,:SUCE]8Q [AM44+>K6WWU<\_T Y28ORG\*J\$>?  
H&^>20GR7 M9!\$[[[@RV1D.:XK<<[N\*Q@;52]&3G\R,;QMR MDY>Q UKSBJW;"NV^3P1.BUMG)A3GSA'K(R)P%QN\_?  
&68-RF26?G5=DY\#K; M[50R&A]\_472FY^P5] '^NL."V.WK,\*?Z&F85M]N6W9:0]ZOY-3 M^\*Z1#=&!),/24^J1C-  
L6Z9YQ#>=<8T[W\P RTG]KGE!S3E\*B\_\*#MM?Y08^8 M'W2PS@]:YP<]6;GU#':,ALS6>X8R[=O];+  
[FJ\*,.ZV=QXMN.DW1S8;G'GQ M3(ZIK,.93WT^%,Z,IAS.O,;R]7.<64#ER'.C8R]?UAA:N@QE3K% 0PA,QI M&(5QS-  
"J9"RK1AHFHN-P 5\$5S4\*[ )K@F?>=G?/TO+GMBPC:#E#=^E5VFFU MNTTH>\_56:#09U47;0B\*N>EG):#?1J=I  
M@GFN[;:+(A/#.IL=UJP(+8MYGN'2ZE^#\$G\$ M48"(0.\* KB9]3KQXH62J2Y;;5V).G!"\BUOSCC6';O2Z\*")]47;HA[, K  
M\*6\$H.OYLR:%01\_4?NYSMO+<^ETJV/C^DJ%WS]OMWE;4.'L,[A.OU+=(\*B;P M#51?V/R.IT'PGUX6-  
#MO=D>B&\$)XS4V!8?O>N(S\ C3,AN)\*",?= M5GL;T=C JNQT=U\*UMH\_W [&>Y]U7)V#ML\*"P^-  
(&V4TSF#=D)H^O9UQ;5(\ M=1,VX<);H@C.7>HA'CV\*X-RU'F)A%&'QC7V\*()C4WO\*,(=!=<3Z+#[9^2R\$  
M69DUS5G15><+^P(C+V0)'F'T3R(?,#;!G\*+5"?6AOU\OLJEX\$:MOH4GI  
MS/TN:]C4POP!4@"4(6CAJ:L/JVM<=&=\$TA4I&P&R6Y.)CQ]D =STE[J=R;>]9 M"\$E"X/XED#N[32D%>W<-  
\*\*"F"+Y\*+ \_@LQ&3A\LOH:\$=BTGOF0PE=K;JWZ" MZ >8+^Y+Z92D6@C.V1NT[40R6"&ALZ\*.PJJ+-P7R\_70\*UV^!/21-  
!80\*M,U6 M;NZKN\*7&]JLVMKT%P#V#<=+8LNN6XK2RJ\;L<"CG=ZE;"WYI:62.6,JUD\_E9YW  
8@Y[I[U.XOCA21SE7]=90J+2FH9B<.615V^Z MWG;GP.NV/L&B:4 3V(M2JUH.->>4O^Z H1U9&U95V8([R+K-  
N#Q=BYK;O& M@U>A5H2=64JG4=AE(DAP2;]&-\$-R"@[M Q#BWC#R3" -U-%6Z3E29Y2N\J8=%A M?  
\*=J\&]94^?.@O\;)/CL=5 EV;G?6#+=75>UADU3W<^ITCU7^Q^!;K5"8L MU2#.483-T5R^JHK  
ANNS/+5EG>R"SV!ZJC,#G;9JW^\*?.!HJ\WJW8.7O? M7,CL,^53G5" F.^7^]U7R<1 \_F^/-T4-[CE?DQR MP;H4\_K1-  
"G2(>MSJ?#!I3\*P:.% /KSM#D!+J)< 4%LX'(AL0#O1\$%N/E#25 M\_5C.(Z5UB=>2..)I]QT-  
C<\$[KMS26S.R4>+CO;T04X7^Y>\$G&Z'QBX8=::0QZ MZR1)R5^0LM0,1<(:UGT9.<#LNC0;..)N;]KB7Y:H.8.&GC\+(<R  
M!&KY00[K2F4.YMH4(\*.FZNV,VR:AH!SY,0I!&F,R3A)K \"#P8Z5]PJP<!]])X1[ZL?- M J&GJ+M91(KV))C.G?8\*H'6M'+  
[6:TC&A2:CI0M8@+T\*\$O"V.=Q=+\$4XE,\*+GOHN2 M5(:^N[W=V=[CU49F,U43\$9);!P" L P;V^W=3?>@?;#5?K'3;A\$-  
Z?\*X9!P MGE(.'%C-SNCXG M?.)1J>)X8P5O]SL5(2[Y 'LKO, 'C./H+/. YB7![\_\L+F^\*!-?GWW^WW9[ M&]-M #??  
3WHPSS^P)GGU M@Y? \_N?^.+D[+?QJD ^]D;EY& )P!A2M/ ZK/V. M?H:G OWSO870C0SS\$3[: L7(.70=^Y,R-  
'>H;GZ'6>WG\U+IDX\$=ZT^%H M/U.',@ ^ FMSNBU>F&P"5:D%8!]PV\GM/.@=-,XXB\$(W. \NNAWNJ4:[(FH  
M'MMS@/)GP9 /II4?6]-<&49!83/I?&:\$4'G)5S\$)+:G%\*(-J 1\*184:M 5(U# J\* MLVYJO>RS9#.:2V)C#R#PSG\$.P70\*+?  
N@!P"LE@!IT01#&-Z&:Z6H M?3DRN6V(#@;3FZ Z[W8V;GGY\_XU,<=5C=&G?\7\$[5F8B\$4W@)&.  
MFVL;:^F16MM8/TPX8N M7+&WEDC?\*)&[G1<[7KN]D@K1=5:(#U@!@!9= M0UH>H=FS-C4?  
KK0!:6OT6A.N5RC0+R?!XKP9B9@;/Y/LF..@L2&5?^>5TN;ARXLT1;FYS",16FG!R.?CS2GG)XL67E!Z\_  
M\5C+T;4!)Z3?%[#O;FY\_S"HG(K!:NN7"-7\$!%X\*=GTJ /9 M]M#HHV"7E>>K2;V#SYF\$ M7:QT81"T&  
.Z&RZUTENP;6WW\_N;F^>[!@#H87C9#A0Z9'.%@^9:7-+4F5L[>"NM").J\PJ;^IC\$LE@NK[5'B1\_  
MD@K:8K0MRDY@(.LGO@Q)\$H9JY0W"QNCV6X<+ FZ\$1BS#I5!KN%"3#)#&N\ MF;"&!. "\$LP&15[@)?)I-  
9%6&R:BUA5NY/H=1/XWAOF)081X:T@H^+V MB2C+(Y%T@TNI\$ )P '4OFH)2RF"<)%EC! #^%XFMU\*28L(.  
ZM: ^0>LT:NNZZ1FU%OZ6(UEV7FF>L1FZC 0LFX\$&SKJ91WO.PGD1]CX7T0R1C/\$1A%N")4 MZB[S\*9?UVQ\$1"YF-8P>  
A.%@\$ 9%" \_N398P4PSJ! M[T# [+!SM\_2,AU,!XTE%E09.C\_./^658W=M!=!9\$W BJ<)1D%=@<8XN7 M.!F5^Q 1J0?  
&4WH\OAP:5\N/55K^ +AKM4S/PO]OXF80WB3N MY73<3Z)U3.  
[;2/WPVI\_&AE)&U#KFOY547EW)E>N262<>:F,\*^008\_UBB'V  
MP^A66T3[E\H<=Y1"\^7+0^WX]XOA\#./A23S8VS]8CHMVU]O=WK.+U.Y? M8&[+@C\*;(Y]ME4!]\_  
[#O=JMM=;)OUA?7LN%GD0T P"!9%KJ71XIT.GO>P?:N M]Y0CN]W6[EJ,K,7(6HRLCAC9\8#4[ZJ,  
. ^7,K(6I8\ C3.YEB6/KI\* 1K+? M>01A4G:<\*G\ N]OS90S8.WM=5HU^'CFSEC ^]2N)6Q:#[R=%U]A%#V>D.EV6B\Z  
M\=)F2=P\$J:(>=D+D,2R7?EE,\$=@ VO1?W6\7HIP&23#ECCM@7R,]#^W  
M.9V4#&UM[ZXEZ%\*Q^Q\*3NF:IIIGJ\$DE0;WOGP-O?V?EV&8J?-\$66Q7=9VLI MN6PLO<2DKEGJ:9\*Z/%\*RL[?O';QX  
#US5KO(I+K)G\1AH?SKIKZ5=10=3BS MH2R?=> \_P0/HH+/RU230S\M#=|W8/OB+UO[G%V])V7(LL?  
\$[B+!+7Z2IHW=?!K)QCN+;NEY?OEYC4 M-4L]35\*71Y;N"B=[?8CB-(][Y\*=\$[7)OX2,#6?F0:7=HLX).@1X1XF  
M8Z!WBG\_I[+ \*@)@@B4.WIV"[08\$!S:08]UVMX.(W0A;?BW<'@C?T\*4>0#;" M-SV%O]5?7!^-)N2TWJF]6>]JG+  
(VU/8B\*-PTF,@72# 752P,T9\*=>\*; ) MH8-F#\$N9CV0;;B&Y-3-1'J-NF/X[PDX+ZY&K/1=9LQ=E&OSSI\_:[N]@I\_U #??  
KZZ:>?|A)JA& MY Y820KL4DQ E@8^EE> [KYI/UY=7)^UKOXMW-V?G7L7AS UKLX.CG[S7UW M?O\$) KGUX?  
S\# SY\JIW=7QZ?9U60%BGCSR7C Z/06+H'E@I:8ET7PB)-LP M"0KTS7MT5V+GZDP[A3XD\1  
:#X\$IHV'O=4,XOE+KO[X00VPJI<-HM; P\$V1\$FKN(\$/I8X4+!;>G2UJ\$CW+ M/)\K8#;'ZI\* G2I\&5-  
7\*/1;D5)AFU/O)=(D?"8\*!@JMY38^"RG&\*/WY4 MR4^7IC.\$^P'\_,\_0I@'^!=^38|0747[=S<+^  
[.UCT]]!A#TJJ/88W/W\*9\_W3 M[X,&RET9J,\$5O)\$5\$=("@A\$'>F]DR[!]4J8S)TKR(58>\*RP\*L\_OG3<@-8  
M4AE?)I&U<.SV)-R= @Q14KJ8\$?B-.0RV\_K\$\*<)GFHT0=0.9PRH@Q9,DD^SJF&D)4JZ1 M:H,  
<%@M( ^+6QU?^Q"IN^\*^6DP(D\$0PE&/D@F%"X,DP<,0=J Y8:']= "4:O "B5\$ MG:YD@N2 #\_,/IR\*4LO#\@?  
-7 PW< :C\^VQXP0Y-O)X=%O MP& \$.?C.EEF!ZNN\$4JLJL5 Q9#%D"R821]Q[J5'(J(Z4\VERRAMSMC.7NCP%  
MWG8LT'&2\$2Q#3B\$'SYX<\*1(O5^>,KP' ;B%W#0"V(KYI4(^(-FKCIS5RT3J=U=D3K.,ZU&W!PF#:@-QR?  
6\$%0)0DF%.!5&M\$X MR@NFJ\$+UIZX]&H>IT.Z71(IT,>N0XIA..:P JSI|JG+\_LJDYN&L4JO/S  
M<\*K@PT0@AY9+.#:\_?U,&Z,6;D) \_A/ "36P;79JH3Z=#.AW2Z9 =T2\$22T=- M,\$|G"U4(&WH&9H.2\ R&0-),&-  
"& \$,+,HQG/1Z8).%W2Z8\$=TP4@E" @P# M=\$K&LS +QQAPA;>-X;ML/036=) H!N@)5<)\  
^4\*&TU\*3I5T:F\*3E4\G/'9\$>7 93:9 0Y"WD7))2)G1N76P  
M( C..2B)DG2+,HL+SO/I\_=,HG4;9+8U2RXJ(89\*2 B@49E>3 @1><84) \_\*A  
ML#DTBRYF146CP!\*5DG.CTA1^KKB9\N40"EQ?2J.SN()#\*-  
ML,ADBBBHS\$EM9.P[2>:@(.YNGTU=AGKL&DK'5G1-R2S\*\*B4ED4J4J6"C5IN7%4C)2?)Q??1\$"T ?  
\$7\_<<.VV:#/;65UZUK MOS[LVJ]OL\_UZOVN ;FN\_N:+?N5(=TR[?Y4WE4P#L\*L2^!VQ[6]\$?S\! M<#]  
<|]O5>Z\4W5FOH\*,M\$,OSP M(>FWH0A92+FVN/M-Q&)3OH!VIL'G;8Y^-;N JZS ^\*B#+&S6'%GG=QXM38S  
M)T2H. ^K6!/F&7Z&U8V77ICKOE\*,(0\* J|T?%\$. - ^8E=?@QE%12\$H2%>5[.=QDHO)Q%HUTGY|T  
I(3X4H6'I#<8T#%J:2UW+065;Y#V I3 !&1O/0@Y#J.0R MRM\*\$EM!#T<:9F4Y"6#F02>FS  
6&G&"W\EO"HL\*T>F+=((CS2&EM,%"1^7 MYB9J#G?\*< 7, ^H;0QBO/\*?  
J>1<\*H#WL!.S]@U1,\$SOJ70N492&WL4 7-3R M0U))".P!\_,065IXE"3]>ML@V=9JY#6W&E5ZAM;W%\_7\EXK?  
L4'BHV1&9;P M)D?B2J\]E0[AP?V.Y@,3Q@6\$3=AI/1BMPX1ON5B9[9  
M?!IS 4R4:,^>1#0]I8J5\_DTB,8ZR<3G%N76]H2)HK3G;JU&G7P9\*[@5PEQ;T=2C&BX6,;AK\*-IQ  
M>\$6';)\*RR,=AXJ%ER/X!+RX7+ NR= NIX:1M:+1T\*P-IYPR'U3HS?/DCF18  
M&3B944\*ZCQ5N91LW:1W!> M&FCCKZA+;PT6QR\$WIU300&RD\$7.L(F@ULHSXJ22&L MOSGY:@#%!%]QS

F\*5|D/QG^!;H/AA3FXI?@&&\$+\$WBI]VD6&6/DZ%R&;DS\* M.%E%ZM";B=<%\_?  
VM]IOA(L2,FHDIP65I[T?,MC0L"E]<1!HXRQ\$4;A\$+8V: M 8TJJ/Z4DPZ|GTX#NJU,AR^H [MP9@.<\3<,F>,XU8#0^SP85.&X3W";X M?<4SP3V!H<+'2:-KV.\*@^I.'P=%-!/8X=B(JBAT >O SC =/:7= S^M? N  
M^.Q?)Y\_U>?CN\1?.CFY[EK.KP.;"--XKEUN4 QANQC@6T^#O".E>GD%F\_X@@G=!?RLB?"W=-  
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L=KKCRZ\_B5H@N#HI[;U#/P+=+C(9:K)@:"&?88:-JL< M>-8A,J"4SLMK3J/UZ'F Z>^9K77%Y1D3X;C?,H;T3I  
(7PE M>GA@IYA:A <28(130&5@S5.Z@^EO@E73AF#4Y#R3PZD\|R781:E<'R,V:S  
M|FR\3Z)\7!@@X7VG,&MC>? W\YSMII|ZQ;NM3O .#1,ST  
M\_%>F^-7GSZO:>9W1;,IS#.,>!)QRRU@HMS:&%R:11=PE2LD M3]#1I  
[ EXT1@LV7\$S"5YR\$".J4J6E)CFT<:T,L[?XW@6/;,'T\*D#;[DK! M]S"ZYD9T'12[1HNS  
91)H@L8#B#C.T6:49H?:,E@XB2O13ISI.\,L'Q<@ M3A,(OXI0,M#&^0-@D8.^L\_ ^10\_ |U+S+? GSW|8?  
%\*1D>RY>"L(@AW/H>R;2+X17IJ8#=OOT5Q'5P6?RPFVDJ\$W 6LX MQ\_ ##M=-%7C5=1/F  
?.9/81G(FZ'5(.3H>8"QW"UF/#XMD86.PD0\*VR'5S:( MPK^.  
<5U)DC,/[75\TM\*BI.B,4DWTXCS='LB4TS;&PJ<%WF RI|QS9=B9:M;J  
MOXVUVM.FZH<5M\$>\_+51>W3WTX3P6.!<#,JHN2^ &K&5>S;|JUEI#.@O7'H Z M"/#NZ/('=DWII-  
^TJ4&IK3/L>!( 1VV#RBB,)V87SX0X;:X6R-RUZ-/ZUY(?1"BX&C0IH+)D\$%+(-7=E(M%O%PK M'U2JY\*3O1#  
(\$|4=^#HPEHC(%\*R,| YSL#+M\$V'U|H;EE;PE#5WG =S\*&BT5 M8!8GYF78J!ARB8O. ^Y.IS6!,37)"52,\_ZOAY1  
%V0GJ)P&^7RH.LA0G MH>J.(@(\QU22 TRQ=@ \*|0HUG21JG%Y&BZB!=3+K:0=U918]T:G\_ 515|I)FX  
M#;.8CE8)M\$VRK&R:BQ8&U%LY4IQ"QI=/X3QI622F.Z92AHP|011#5N)"EF  
M&8&|A[6B2D]!;2+LCI\$.25,0G-'3|2HL,TG\ OJIAJE9@C")0)?FT><0FA M3=C"=P+,"L+)&/9 ;F-&  
V'&+D;DT+ZXD&"(JZ>IT|A+;|>\$BJ\*G4<%7C!8 M.DHI5(B-9^U\*M:|Q7U;\U;9AVG";4 M)#8B\$Q',V+N< [4F)  
K3|(5CJ1>B#0)RES-7I<|6EN5JX @)'6@!/L."K< M,6MO^L =O0&\*:YB&5Y]&8.\*/F9+XI\$2(0)>Q?  
ALKI\$."E55S>'3PWM?5<3;4 M2A<JV;  
(2:+\_P!XW8\*L:&C!GUBKHNWB&%QN\$ZW63Z5MD.)\*Z!5W.LJ|X|^H(T2>&2?5-0\_!=.T1\$/GN>1-3M  
M5+OJ28W32Y60ZTBEG.+D&3|!.\*IL+[17A)\5MG\*,T6|'2+?<'<(G \|%A5^' M@X%Y!3IUH\6%V рGA(Z6<-  
[3#0\_HFF ;(93/)'XXI?AQZS">6|!&C%UG(%%;: |4L@.0>P|^(E)& KB MV2ANH:#|V5#J2?\_-  
+R\$Y3)M\$135E#+,M& 7|%4>-4IHH0.%9H!|#YX5"Q"X+9=RM2\$3%K)G=,QF76VN|NOPN9\*RS!;C.  
M\*\*5L:YB>)C%\$6IX.PP8KYU)9\_ ?U#DRMTA"ENV]:LP-LO]"\$|MPX,?T%"5FE M/DBG(YS<3\*,JX?  
S=JSP>)=4\A9NXJ>!=HY^;Q,C\$<=78=2/\_7UHN<-H9V81 MW>.  
UUW(WY96CH5IJ=SBXR!/|4WDKH2;FB:3V9TQ6:W]"=S"W9: "KPCJP^>  
M\$G!%DHL#Q8VQ5&P#6C3!Y|6JECBJP|T,^&>\$W05?R=P'S6F)>NYFII=MA\_6I M1IQ(! L'BVK\* KN4/  
3P|DK\$BG16C>  
IJ=:\$F@KPDP8=\*ZM%+>MGVBA^40YK[7N.J#@^\$V)I;\$DZ'>)\*KR=#I+|= @ER^HYDMC6QG,4V\$15F(TG6=!.  
MZ^\_1#\_ -E+>Y!E6,A0&U^Y2V9 O\_I;E\$GZUU%<);66\_WN!GBD4\_N448NGUHB< Z 6@;R@0NF\_Q-35^!U.0L-  
.J4B<,F,?4:RB- MII62JPC,\$Q| ^EN,6)F0\*F%0O\|\_2\*!T7)Y@>Z&:#VD^!CM66)>"H8"/O D  
MI;)D^G6@.5GQHSEL'&IR\_JA:^6WPL!I6-+\$C2@=BYWK\$ 26)1^4XH#+7\*9|-=71A;IJ4 MZ/&|= [Q'9Y:4R?  
!T<\$7\_&>GQL11&5W;I.W?=\$=UALKCF|IUS&AM@>1&"|E M,:/H;<"UA7UQO(Q4QPV:9>A&I.4E2  
<8JP<^0RFIJ&SO!|I%-#2=+6XTU( M%+:;(@JEJ#=-&43%X%E=P\ C3N,2L%>|07-Z\P >WH@K  
!=5S+XK4QF\$+|2 M6\$J3Q2\*EVSS2!7PQ#W.!G0KAF)(F(0/%CZ+4E'HNG6L5ODH)MW\$9AV J4%#( M!J\*|I  
UOHK7="\\$|2AZ\$R)OKUT?3\*5CZ| :422;ZFG-2F)'CTFF\*#J6Z?W5 MC\_6,A6P&VEF?CVQJ+|,TG\$@UO7B" B"C>  
|K)NU%8!W19\*SW:MG4W: B,2\$MK MHUSU/&P5ECR2H9&2X5@<&5W-)EVV+G\*;|I|5 \*V;<%  
<#W1,K+Y%JII|V"Q6H ME;T\*&U!"3| L\_NI>M/3(J>'KM/3&A\$K34H,0(Q31(U.J 8@I%9.(6F4OE#N  
MOY2 .4@Z6\*<"BK) 6&UN5FX6Y4K@8J? "[X|J|/+U'^O&D3GCS(USLJ(61H  
MXP>KXACYR ^,1(\$0)JHN+O6'OR>|M|X.SE|F/OTR)5?)2-.0Z?.FH8|#Z,I M6|"-\*K9+6R=/X/[C>#3R#V-  
Z&E,LRY=10RN2: N9/W!B|KNC; ^3LX>Y3X|= MIVZ3OG!877,+HQ09\*J:@4G4\$'T;P,R7 WH3?E3# 9|  
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MR!6JFS77>1YFQ#3J2)?\*1;D=;WCCV:'=V\_|G9P|S'UZY\*J02.%9!Z|/4\*2B MHD HN@B)UY08"2&.  
WK=B>V#W\_7=&W|G9P|SGQZY>@2K,)22\*TC!=F2N,2> MI=,IM?"!|GM6+ASFVY 1\*^ D|Z%O|Z-  
OY.SA|E/CUP/"C@U#5J-TR2=1^ M @\*L|)F;I|UKE,L|/KFL|C,B--AI0.7"=+?PGJ M\$<)&^|0.3#X% ^0?TL4#  
DS&4PNBF\$Y6/LVBTBMC|2\_2K"JJ,2/T"WP)<,@ MP/ "(SK)PGF(#+,HBN\$\$S@>|@'E,QH7F/-  
H6D|KG'YO@#U(SZO\*+,|"IU#7 M&J-W&6W+C^%W%  
|O,"#CO@\*B#PU1\$14ET2AF1RB9J'LHCEH>E7LNG=|G7,ABN:"/VH\$QU9\$93;"6.6&:=6 MQ70JH0&GJ!T?\_  
|I;N,K H9G#\*F18'2W"(YW:G|K#0HS0S^>@.+.+6&8F8)4@:  
MX"E>^F7R.4FO#+#6GZ7D0|C2X0CZKC.X+UE8LH|B793Z;<0')YU)!\$US\$W|!9&N5\$#78ED|J1(G =,O;:9 M?  
T=|%SX+Z>KQ--<(L;UC5A9|IK!/A!0^O! 6@: 5\$|I-0|".TJ.KAE2-|E MA\*|B|Y>I2Z!5PCAC?  
DP!6P7/0G|UD:+I\$"U|KD(8NA#|749HB1\$92;:T8)UK M\*\$=FV3!FB9V\$R|RPRQ.MO=&  
M1C#,M"R024U;|XK1\*E+A'^3;M>?DK0NTCR/\*&.:Q&K1F5F"82,:5&8C Z M|AJ"K  
QEHHC|JHDA\*Q7B6<0|V4"?PJ|MCE2Z|S1532.#+#6T=0XU!6XAJB0A MN#S2AF0Z=30#W5W&QDV  
MJK7PDZR|H|M'BV"4P+V<\$U7LGRR#L'YY%+R^6|/R,8J?O;R%|@W?OWT#E8/ M LO  
O:\*=8\_QMB\_14\$'5&8<)WKN&#UGCJ)' MA.\$32,.5I>7%3'C-D?|3\_T|99LBX";>JH<%.%"-F98:-V2,FJYCG",YA!  
MU#VUMGL P:Y OG\*N5!.K|US!54%)/KCEV(G,G4=Y5@\$T?9(NLBN7C(Q|R3PK M%YI:G3 \*V5\_C7X@??  
@)2.0:1RXM|; M(T@7|U6)P8!NE>0B=7R\_"-JH22\_Q3L\_9T-2/9\$(N%6;H4L,=I-RTX/4\$YGYD  
M0G7+UE5AZ;)O|^D|Z)4J13D|:3Q\$CX 7+S+)|K|V#X-ZTS(6!OX&=(0^7|L# M=4C=?2S|=EJ2|  
|S\*UQ#HRY;I'F!-T1MW('J6+&//|S=F.9G)7P|LF"/?28D^ M9IEI\*C2XQ;FV.FXT<(R; 157V+%,G3-\$'V< ZSS-  
\*4&50799:7E8J,"O! M><0W\_@@3OU|HY"JF#?/UB^W 8.|PG'/"D@@YX|/\*:Q!0^2' 4"Q04- P|  
M" 71|X5Z';|16J>:W\*ZL,<7-|SR%=<8591DV7)84Y9"H@01^5ETJJUM=^K\_)  
MI4)9=RU.DO459PD%+L'E|VBUUKE@>< 090L7MS|BX|RP,L\$L6:XT(:P!G\$HK  
MRP;D2G80,6GW5AF#|FDZM3|M=0|J|! Y!(\*-Z5C\$%XXMUDZQV FNW%3A1I% MPKD9S!4/6|  
<8 P2|.|PR/%#J"IGCB|MT@M%>KJY%|074\$1XK-)"#A"5LE1 M>\*X3YCA?V A9Z.N)LM7'4%PN1NFFMTW4  
J.R0B3+QJ+<9A4)J^CH2|:-\$VE+ M2QEM,J,=L>QC@:MMK,2X(0S;AUH|VB1:>^\*Q',2B;@>\*3\*|T"|"C@8EVO-L

**MCCZ&J AJ@E:!A4+U+FA U^0&-,|TRLZ9IX9&O6D&YI\$>75??"5-78#9^" MARKXCZC [3'5";2\UJ2NLD.%Z?**  
**|4?KO//CG900/;|V, M=/[NPJ\_S1SW43GKN?4L>CW8#'45C<^J75(Y^;93/I&N2B@+7&5>P93"-+Q, M!>E:9?**  
**<&GBP&CF^\_0ZK3AZ ^Z%VTG/O6 )XM)FVU<+Q+ (74I?CPL.P,T?X M39SJ2=. 6N\$WENZ&Z.("R3H9N!7;5I#**  
**L-W3D2PHAO=@ 4:A:F@Z03Z(0G)**  
**MHQY)SWWOB6/3QW"6Z3BG ^O'19I+BN&E(DY%|Q&6ME#Q\$ X9|QI%7/NKJ-2@**  
**MEN25Y#K2%V5XNI&5LM&/J\*MF"P/V7Y(0\*HAI)S|UOR>/3C\*,F99\$A(3/5**  
**M\$T !\$Y8(WR)+\$26@.\*5XU|ZQ\_H)\*L.)5)X\*QS2N.%1V\$>L[2]FF?)<|QU11**  
**MWZ)0#"1|W&2)QW\$8=5F0AR5&CWJHG?3<^Y8/H799\$J.N=\$3D0:YH%ZM^01:S\*3U"7?-\*,VT0P[B.%'U&**  
**,0V6!4KEK M;<%I88+(P)=<3#/A/EQC- ML-7SVW2&2\_=100N4|NA9|5SGNQ5&F#? S1:P\*=@=O3B#,**  
**(F,YWW3.L)@99R?I(IK>CH=:W\$CVQJIXEGX!\*N@8& :0^2!.R4UYA&**  
**M6AP< S(OQRAFW.;K #Y#H\*!2/RE9!|N\*|I\_0)&3GGJ869U++Y|(8CT)\*7W M6;2 D?**  
**M2!\*JX#.82GKP4I@3A\*|Y)?1./|W@|IH|H"TO@OJH!M:D0!!D" M\_\*5) U0;J)03G- JW(OC"J\_00:#^/.15**  
**VNLPD+;D9T%X=1D"XJ@EEGVWYN0-;YMF%|\$FX!-EZ-D&L M'0<(B>/SA,31WRM N=I\$,45Y!=UK4KZ/\_O2>**  
**(13>VTP%W-/X+\*%TQ\*DD0UH MPM\$6&&4&YR'\$^6CO5TL)9,Z\*APJ3 (FD2(LX)X)M8@U\#7ZQ\$3032IHSH:**  
**M"\$GW?\*#%DQ/"U!A).PO\_H@P1%D8),+(JAV7-M:LG47\$!@:4, YRG)085L4PQ**  
**M|:BLVBVS3HGGSI191 QW,\$\$:2"T;R|#UCP8SF(TG3W/#+B\$<(-03HKG9G6 ML-**  
**T.:1XY4P1DGN=E\*\*63CM\*P6/IXX/D&1W:'@\$1'16!8^OA=C&#-RZNAR\_7#**  
**MV3(>AV6NKH4\*S3A3Z"8R^#29P;61VE&!/F4IA,509APN \$34G45R"PP>+W+0< M/>|3@;J|A:11@M-**  
**4\$DAZJP5T^@+V,922UI%(76|34)CMSXDE4N102T^#+#P/ M7% ^&JD9P#MC@(@||C|>%LWD>/?; H**  
**M072QF3YAB&/G(D@|N4^2S&T3I|5A:W%A-5 F1G%XHC@\$L<\_>R)MQ8|UE#ZK; M:8!CL\$H&'BM@Z7)1:B|=?**  
**7<\*LL\$)'85YE !U|&D/AVO@T940.;R:#LE(W>& K=8PUQ+,|^>)4%4(JLSJ84G MB,(!&3SHM@.J2SJ D**  
**I8+%B(70|EQ.1)8"Q5-(: H.\*^9#9N-C1@|IB0F52-0<+;U !(AGO.(RO-F3E. M#.8:Z<-**  
**\$I#AF.)5%TYUD:.-NIE;:G^&BP&>!R7!:GH" MC& PO%Q( 9PI1F.=,RW)#B;:\$U-**  
**0XQE:F PY&|\$GDQ1:Q1;BC 4L&5@:%Z MYO\$I"C5?D+NZ@&\$R&Q6F:31**  
**!|5'IZ'<:KIV1II;"M=,,1\|P2R.0\|B!HU1K.2 M5PN\_-**  
**PTCQ\*1.U!4|Q\$Q"A\$KH+|\$28\$MBN\$!@F\$(;E:+,-1%"KZ|" MRS N|34Z%='AH>/+9|@K**  
**SLLTY2,#\$6S0B|P|\*0D52YC>B%'|2"(6,\*P7S M|IPWNN1-S-MHVOIR<&|B, '-&P.M,7!@|E%4L93F(L**  
**\$H&,NTY"Y3/ZU)J9 M!TPH(K68O(J2/"\$27:7^7 !V?CY8^" 3J\_?^HFO#>?SD \LS(GOTI'SPPXD-="#"**  
**(A@"" SZ\$E"WP'YC6X%N^D!76NWU\*P MB#NIE?XOF'Y<)J|E1V\_65UO'@F#B|(-**  
**>\$G>KSUP\$G;1YX%9|E#EN=CF\$S6.L@,(VBZ>:9|;B:3IZPDQ\_PH-H J\_B U:J54N| M\*/XEW\$'DDNFC|3(-**  
**LPD.Y#6)NB9Y) 9&7=B!3JB8-.P7DX!:6?=. "8;R7 M\*5>|H/E6RZQ3958YGGG,>TB&382,D&P.Z 6RJ% /**  
**I'NRDR)1"9\$G) ^E=S.(\$| MKHQ623\$=L1N(%))R601D#SE|A"O0N#F9PMXHI(LLD\*)M0L4Y.NBLA |0V1".**  
**MJB\*OI!S T&?7=&4:@1U |8,RR6G; M1(9L^0|JK^70,@P)T|K2W8J?.**  
**J.GXSV"E|!%05@&0HGA+/#D&HFQBB@0!Z.9**  
**M1^6<|YV)\*HWPVYVC6'O<%J9;ECBWYXR2YHCV,@8B0,3G&ELHUK?W<2|QW.A,S#S JXI"**  
**%9//BM# UW\_ SU\$(VNA!|^PX75#JK%2V5WHO>B|\_K<#2C)#5K'+N M\*^O'&KZ^W|@B#0=M"J/K|@D'G"-**  
**S+=6\$ERK1F: JY&YQ1J98;^KD6F3|#;Q M)7O\_=.HF.BFP,8%/8!6W,%Q+A:!'&CSS1YJ0?**  
**\*;PUN(,;C1ELTI\_+E&8S|Q4 M@78.Z5/S\*(5|R;`|0O)7S-\$|G\*|@:40D"&SITB;2KFZ^/OLY,**  
**(EY&ID"EK2Q)I SP|V66R+?%E.%S|!KFB+G.JL9RBE?N M3/750Y)GR0SBC3X QB"MP'GZFKAJ/T?**  
**3&GTPJB7Q'4<(A2?)0 MHHN5W G20Q?J D|GG\*!+BK;8|/F4&^,Q5M75WI4\_Q;(8'\$&I^F\$,BYK.<9|@ M>?,**  
**\$KJF/ 0A7\*=++6Y<|6N^T,EA>\$; ^7IE8E%)/8D"Q&+QG%\$S\$QAY&BM'K% MY-**  
**KJKVO8C&="KT)JZ/UPAG<\*/K5&V;>(X\$9@-\$^BZ0GJQI2"Y!\$!Z:LXEC)>|TUS!)&R|A169^O/.8Q"**  
**M%A/2!\*5 Q+^0+^VZM6KJE=|!(F@>6-%.O7'BU|5-0KF#<=&CUI M=U|O|LOZ\$L#0|LO3J^>D?**  
**GAGC\*\*9W\*.5<\*\*RGE)ELMJ-<1XNKJPL\$I\$Z:B M\*8J CK&:B 2'F#S2(+ T.6MG\_=NAA+,>K4R4W3P4**  
**Z/A6U^=J|'VVD=TFRBS9E86ZZ91P1=D9|F MXS1;&!/9-MNW%8B:E\$ MECYC!N1T)".P--**  
**\*5T2@ZP:|:6|=JUR\_"-37R")HIHR9?T\*|&.3VE\_I+E: M2XA3VNU4;&Q?93#B[B\$^UBN"XMV@H)A|HIZA<9**  
**E2=JSI3L6 J>EES^GRMG MV@%V;F"U+%T3!:|L((K5/0O/@^\*MW0J"1|!=|PT/HL1.K %JH\_+|AX#]<V2\_ "S0.L9- CI>5;"H-PPI.A?^#X"X,2|NDDCZ?HN=T**  
**M&8J1M%>Y+@2DIW8" M, ),%STBM&%F@0>\$F28%&+R!S!+;1;1>AH& JU/2KZ M+!6EU**  
**MHBJOT&=R>V:2Q"|\$3K%T6K"D%&&V5M@!8.;:A\*=?60J=|-3=%V># M@OO&73|D/Q1AT(% -NOT?**  
**8@X|ZL78T FM #@|\$MMW-05D5Y017|@2\*[U%=?5 MDSD<4+UNZ%+\$"4E<0D6=,KAL^OOB,6-\*.\$\_-**  
**Y\_ (IOF4H?HJBZK4X+54DO4 M4EO2G===&|A6" M6=A!5Q9VFV5A@^@+&P+=WEJ\$|C>+OV|5U2CV**  
**/SJ)15%3-Q+%A5!J!P6& M7Z\$2|LK\$8B,VC26QE%|X9\_7;N:# 8>:-0H@76IEVCM?WY\$R, QLED>G7E. T!& 7!<#)**  
**(6 V"VRC),7B.QI&I1(8S%) M2I8Y71;X,Z4\*,#+L") M24"-H.1LJGFB|G\$6C3"A-4HOU5< RWJUK<0=EV:<6DQE**  
**B=3!|L+^G5^8W M@4Q|Y63VWX97|F0O#"(QF->\_O7IKLOS:3L 8C<9V>#8#|=5^SRT=**  
**MH"9ME5R\$%U)!!-HR=&Y^X|J1\$,C\*NE-!)=|K0.,|LR K7&,%"2!(|I' M!!J7\_:\_I2KAG ?|H-5|QF!?4%'2S;|N.%G;**  
**(V|J2=84LP0>&S4H%95J)+JB9M+%;\$O7J-\$ M>#\*DV(3KQ5;K3:1= \$O5.=30=/:J'IX\*CF9KNR\_7|E4#|Q:F1D?**  
**I'!=#IY67 MJVJXV0?UH@/YD57\*Y!8A#!,UI4YJ4?/\_/#RW#|&M\*\*5L,4)?SB&PQ'KBW\$P M9+PJ!\$L5 (,K5<&1-&+Z04" <|C0/KKZB|ATOB!\*\$J0%<=YER%<#J1)U" @3 M|G\*H\*AQ<\*L;W:1- '\$#%1J8|'YB!@B5Z<\$E22**  
**VOKV=9.6"UD MT&5Z" ^1F?"6UB\*+/5RNL@&J\*SD#1+ ^@F@#\*78X74NM55EJ-8G94 &LZ):.**  
**MB75AYZ(R(#!%N M <%LA#VF%\$ H8FR<3G'Y^B5;G=:279TM3GQO<&E>-KT%L:N@#,S1DVFT9?**  
**MPD&)^84=%Q8G?"14QZN,;40 E|D:1HA!\*B=CO M=-1W^2YYEFAS2I)^.T\_C;H#?<\_!>IJR-**  
**I&1L'NGPH6+A/O+<3|1"@"57) ML\*US/8?.J&+'!7N1FJ\$JMU\*F41X\*P9\*)|4,!^10M|A PRR3/": TS%2 ML?**  
**SM1: ?Z MS&2|CO(F| ("GC%9I'XQ"ZC+Y4GD;B;:M,|4:+4P8XQ69IH)**  
**M+#+\*L2J^L"JP\$#L@%UR9LJDF9Z;WFUY,1 8Q\$G)7 SAH?? )%,IZE\*6?'5Z|4 M--L| ^3BLU**  
**|Y5%BK<\*T\$61D";R-NJK@KB3L(VJ89#^8N\_9RT?W4EDY- MCN0VH4#;CYA&D0^0MUAS!JW6=\_:! MPQW,:\*B03C(E\*:X7YG^6==E<)M5BD,OX,JA<=Q6AR8|E9> M\$X%[11|QD?**  
**0'ORTM/|QA3#C4\$'CMNO0A51A+S&CWN9>2W,W\*UJW>9|TPW#B! MN.!|L'=D!4^HS?|B KU<#C@>|@?**  
**#HX.@W^ S^F|J.IV F9W61;X=1TO&QW!Y5R7F8?51D1/R(|@A;C)Y24\*|,%W- TC"NB0"D(SW4< M,71,J>T\$3T**  
**#31>LQM".\$0\_ |CW&8/"6;\$Z|O&D;5(3):F@#0A|TB W&CP97 M985'1S^4\*1F" F2-1LED#Q"O<7(+|0D\$ \_7>5- HG,\*|O&T<-#6D" 2UCPG M!">'N(7FYFW8NP9MP(:0\$ \_7GINKK8BL+\_ L9Q9Y NVNGUJ5/XD :UISU(PX< M**

\$\_L3I J5(2 J!MP7YZ0,A%J#!6;!DG| ^| )ZV^+SZJ%&:JZZKJU0|U/M M\*UM&4NLQB^6GB7<|! (3\*00T02[B|U43X].:!:+AMAQ|>84 Y#IDP<^PPY41 MR&OP0 FPA)DKN6!U 46@3S;[1H@EO /B&S>\*"\$&\$5. <1X- "9S<)S5G\$.9D6 M1J|KU\$.>7#"R^FC D"=I,\$AU<( #)CT|W. WTOY23,\_Y MN\_1,|\_T?UVCP7H73>V??2? 5.(1\*LPC7?HGYQ3@%E9-;WEI'TC43+HCUU\*)# M7\*3"SWY%;2D&0ZWZ762C@;8#|4P6 M,7">"SI'.P. PDX( )^%C@D'& 3,45?PHE|M!7P#S +M#4PEBHZC(DKY-C M;-I\*C?ZWPP,W( ?/^ OS8>J0 R;0;V\$,=?S E0.5?,?\*YN,N4(>O'RA"N&9WN2@W@N;QS1<#VXSO"-!2YL?;C.,P9J1"^-@?%?N#5U&N-O M@Z1D0F/3SWJU;!&58@?I?V4=I/TG,0;DS)4;(SY &Z16J\$04 %1:TCI"O M|;K%\$V Q&'4S#U,J"!? A:3;HMSPOI4.#MZ\$40"6<=R!)K3Q|/J3@JW#5A\$L^\$&8:DD1<'Y>R?F2"! M2\*,(UO0V8|ZEQCG'^(0)N3,RA\* <)MRHMRLG32'C5 '+VF3M+2T3KK1!=PUIK&S73 M1A@3GO"J;W;/4'YLNFJPJ#"Q&PE+F7TG0[&E%( H(EH)=RU@?IKCTI%:?F-> MCM#GH;S/)"U'A0!.K9)%MMUQQCNIR"/'M86'J3)?R>0QAB\*!OJ!506D"MR M21E T%Z+F5;J22IYEJ:@IA1X^)3M /E2D|4K)5B!Z:=#AB%, "L,72T-5\$|@1 M08RIS8I-%(JN(B5| 4:0N&5B\*<- C'K3\*)LW,@)0VIA24ZLS|+>9077%YHL9 MT@7:KE=GX2@K3=A0\*(06 2MJX5P^/JU6!W>((7@U/P\$! (HH2, T%.88^4,\*Q=58(=4:#U M("D=\*958?6|>CK-G\*6IZF\*WV('7K&F^HM| #3L9"PZG0#A\*JR+Y\$,:+@Q. MI>?3T#?!Q!\$O;V3ME 31W\*AP\*F.WQY"Z|K(M<&J|74-#Z:T1-Y=C\$T|>F-5| M',&- Q#E9%&P)7TAREC2UT\*P9>&I-J5NCL&3";\$P"7ZM/3/DVS\*CL)^#&#8"U M+;QOR\*W: \_\$!9RBXPWJ(\$OL!FP."@J6A3E6AL|T1|@\*,%S7I\*IJ0#32)U( MTT'C& M(I)\$WFX5DE\$. 'N8WB)M7S9)YD'66C0|UU.M0G':K3C M0 ZO:8(RK M=U'#)JDH:S!\*\$UFD?39S,L\_CFM:N.|T7,? |DMQM?LE@.(L%1:7Q>:JMEDFE&| M@F,#M^|5 N!=\*8|ALW1-/ XU7#'=JL"(#1+?;CT0)BQ:, <2BZM@=50B94- ;C MLB,\*|YK.X8IK41"1L78P G^5+%8#65J,27LP|#'896WTR^C7LRC\_G/MGBAU6 MT\$:4T2'K<(>1@#N?/U,:R61S20B"MO->:HZ\$BIY E@B|K|LQ6MBQR:QXX\* @ M"AR>FC!2L2Y!9I!^OD^@5% ^3 V1K ,RK 957.SX87\_12K?]1+OIODP)DP># M.1JT0I03T3# J=,=KR,WOFPL%N9RW7F"YPN6ZN8,\*F'-%A51|+6X3TE82FC@D\*DMK,|\$8M;7 8E::X MRE8JC5E7V8M).BZEI@(K230\$1 0IG|5IBJC2GF,/"V0R@G2W|H|<7DQ\*H-=8 M9AIAA9^|LF(OTY0|SG\$;|(N- T8^=ON>N%;=R(NN M;N0VZT;VNKJ1&SLOJ#^A TW^|RFA8Q,CF>GWZ/Z>O3IZ M|CJ1^>'OZZJ\_O(= ;#JX5U%X(J')YK0+4A!,)94TB;39:6I13"QKB\$HYJ\* MH=V\$W|-\$SJF"3^=TJ:Z>+&)77- TJ&C3'9NRU@67|#. /'(\_ ,B\$QF)<42"RDK M\$8IF/\$&3:+ &G@|U;S0V657G9ME'V?I ,RXS->TN&J=%XJ3ET- ^SOAKU4\*?M M82ACJP3-EDK@!#W=OB7-,1&K3'\$&#:| 6 6"IS138|55C?'^BWHG"(MR:= M>,Q+KW4- 'IIK<'CWU^#77VY?3:9BW2S#46UBT&4J/>J<<"0T7GONVAL'!X-@/V р MH>J\*W;K&9TEGE;0!FTHZFX2EMD+R-'1WD^W(XDI+ ^:YQ)JO?E6!|K&Q6\$NZ< M.C%R& Y^8XP\_8 X&I|SRB1!CV@FW>XE\$/UIJY:O!/S+?GGU+|/DA "3K6SA@/A M:V?DF4|(&6>4U;D>1TT+? @L6PWT8N4WV:JGSP:R?YFJUW|U(LT|+%ECHR"1\* MR/%Z2:@?<.2)S\$9""TS&(@4:; G:6,? O;W|\_II<=Q\_1W4%+CR0/"83T26@F ML:@(<^&ZN->Q\*YUB#JEF!N2&|42K1TQ|JQN5J3@=:27V)<@M# (NHW, 7VM3J..2|B+ 18E M6 (J\$|A="=A.&X= '!5V>R?|8%2|L9)JD990>AM3;3JE)+MJ.'R@W9#BY)\*/ M|LAKA13RWMQ59=H66 M2KL0#H%|N(7LED2SC&5 M\*1%>S\*,9V\$<)P39-18H|'F\*E^\*/TK03+T%6&^ <-053D<'92D@UG4O>8Z9H6 MJ58\$9W2L4|584\$7!6IWC8SX^HX2<5+9) )G8-< 4JTX4/@6B;\*H5=65SK:X; M3P'S5:DQ,1^D> '\$6"V&AI;L;+2(+\$N\*4GN E|G("Z<7QFHVU:UX-P28K1V=G MN? E(JIMP#2EZDBG/50!K):X5FCE,2:;:Y2EX<2-7VBC|J\$M7|/I>:H? .9I?"^"G3/ R@"CI|LL2\*!BU& MXF\$O? 1X\$/|>=?&0AGL#1#3. ^AW3\*Y1G(ZL0MZ?2(G9,,J=O0J?=":=[N F&D M#%>+DIF(8XL>!W- ^Z?U'WR3\*20# MLO 4)?P8&ZVS52TBN4\$|9C8T1 R|FVQ7058@|JC+QJUF|NZ@R|= = YJ|!3J| M|B:0>7|RJN35IY/7R,-[ /|5Z? %: \_7Q1^/:ZL" ^Y20%UVIKO !|QNFV)U6 MP4EY-NA|(ZXN3Z3#90B< VS8OZE ^%1MN!; ^CRTY< MBTC:CEJWR7I=T[HGG9H"P?DLDQ?G|&(>(QG @WZPMs),7CSO,S|X8T|!,P?! MH#|(A@?|/A P 9J>\$EB/9G6XWJ;A5GF=MAGN?G"X=Q0<'>WA< ?\_ N% ^T.|? MK!|C|: (ZBV|W)U!X116VLT0)>,49%;MRQ0 24@SZUU^/ RJ, "KM?+-6N! M|<'?T,\*- @\* !"WJ>2A2 ME2XZO47LPM984/-4NF8L';#JA<|X7:C/D+\$(" M4<5.!|,A.A25PQN|"HQ#2.2MF|L3?20\*I\$ TR:V 1LIU \_O:I25&)S80M - M=F'NZ;)%|P\$ 'K<@M7'8&\_ +|T:TE/%E>@- "FDJN%B,7I;KZ(O:72 S#(9Q M.S.%872!@2ZLU,%E; >?>J)7HT|PRPO7E#+|HD7MU%>1#NJ8D@7RFJ, Y6=W& ME CN2W0LG.M|J5/I4;G0=^?YR+|J:G+7M\_ JU>(-: "8|J1\$';CG(3;Q";OLV р M^0Y@/9GV5PJC=OB=>\*S+Y.QQC,Z+,T8 S 'M-S |P: 44@ MGR>HEWX993 "2U> \*NN3:1RYN" ND\*Y+0%? RS5SW3RO)W2,TS/(L8B+H"?Q MCJ-0|H VE2HQYZ>WM&?#F|S;&|F4UY)+, =WJT(PJA@%!<9|K&B\*DFSG \_SL M801DV =+;N|0C.\*#IZUL82^>\_TZTUA- E-1+&GG QG =Z Z. 'U// SR!0V M(\*:P|XJ1'PB0,AJ5A<%3-O?: 1/GJZZ)UW- ^WX:@?- STAU\_ UO+,H|JG\*7'| MYVPX#(:#0>M FEZQ MF@|I;PLCZ/>.^EN/X':/^|=MY9^DI- 3D67A)R0#7 MW>-C?LX>L76@;VROFR ^ AN4>#H(7JV=DTP-O:S#|X.CYT?4&\_E=L25^R/1 MP;K.J>NNWUL|BG?KU1WVCK:P SJO|H;L|6#P80^AV/Y| M ^B?:DCGT|4MY<&JQKZW;1UL\$REZ !Y=M?!GT+ ^CCON33R=G|T|?W|Z ? > M>QT O'ESE4E^L|8 >OW#VJ? GYS=4F/XO50R;:#V8&Y5ZKE6\$V^=J@N) ! 1J(@M M00 .VQ7C@HE'0ZKJTVOO(B8R6)J-M Y8+159M=7/Z0K^M.|^JJ-WFU49+!Y5J; M7JR< CH8 \_P/PNHJ\_X.TL|L0=?BJM< !\_# ^MG>? 1YW\$X02S >L5PLG|\*R):L)UK-JDH-@|XQC1"IL=17N2M\*^I9W--V=3%2"7%8 M8(FR\*X|K8"-4B/A!T|878F>GG# M6QU@AXB|== XM< P\*M;-Z9JLKAX.&YG!"%,&\*&-GL<"4:LR;<=5L JU7 Z@ M|J1V>3T\*7;?ZI(?RA-L:&A? U\$#@B1@4 ^W71 D?834+032TKFP!%R%F44 MK\*YNW'6NU&8'89U+|:@J.+<\$GO'D |\*,O:0+Q\$+02. 'L//P2SV- 0XG\$;9I#S(W W\$S/^Y5R|5D0Y!61>1WN:HV3BASCT7RN)A&CQBP0 M;|8,A%#25JHC+> WGG5Q@\*M|@PH1NZ ) ( 4\*9|ILXV%"K9/;W&,-\*,V1" MHDNG? \*2\$LT3.%"D0P=D787#1@5@("O#8)T\$=LG=6Z%L#G4XU+;-I" #E|E6' M|D 5%"N/J4N%67PU&:M5I,V5 ^IV1#4FZ-U6\_5|T03>6|?HWF#|<,BF0\$?5 M0V|+F'Q?X9 773CD&N? MSGC2F;AH|6W|70N7HM\$|T|QJYC(@J(@T:#Z?0'0179\*A3?VAE\*70P MM:9MG"AFQ?.19QB?@C'U6\*'+ ^7R QHEUJ,GKA6W\$#S!@P6&@8J?9|T% J!) M4AJA:|C>|FY ^DCC36R 1Q4ZL/RT(=R%V7C\_X|ASI/2 !P>@I. <"9)/H>SK\* M-BZ=0\*!;8,(J8!:2|3-4;|E%\$ |-PIS|T|XHRJ- ^Z9Z+KQ|<"L:1.'Q%#"| MUQX05JJ=&^GDGT5&^0=74/DW0MN%40+ ^O4 ML8?)Z|#= (E<5 ? ^) ^9K/82"ROM;#X% ^@|ZN77OL:LMS# /VBYVU9XXP\*3|/K' M=. TU"NW>=[2\*XU?R6\_6Z\_?27(I|T>B.Y|J|6YU|>ZD./)@^/ >6N^XXFR,, M A@8KQ|A)(? #?OGWE/|F C6+!9J%97S\$X#)Z\_Z >'1 W>P4I?T=J7/3EX%>-X ML7^ "!"|7&OW:J|ISU! ;!T? @.-@ O.X>^A9# JZ1|?A+ ?;#V; 72 EY,< ME/5+L\*G?A9A0J|-|Q^Y; ^-J3YU|9QKEUY1=LYMY>L/?| ^>;JKR4 ):+? KIKB ^FWEMTZA'A%HY3D&%P+ ^4"X?OC|/ % MN\_ X O32-F)|J'V,):)%'1P^%">|SW?

**HNCUME3MNV@|"U7L\_T^81|EG=8F9\_MFR>#\_FT+Q %LP=\$VC;E!/H/;'LMP, B&\_2W.R=T(YJX@>#&|9I?**  
**P+0KG\_A8+ MB.^CO!2J6;<|NHZ?PZ\$^M>"AZ==@;W(9ML\*5@OLK"Z,( \^NPI&Z\$[\$]#\_Y>,-**  
**&#!=2"7;BX\*TY@I> M!/O;7+!W,IA^;QO;^?I4Z:M9F.4JL\_LLV(V#^1\$GQI" CP,0V O&!ZM-##?**  
**MDZ0|O>V0=JH2>T==T%=>T =LKJ:C6E-6FW%.1+EI#C\_W>'K7F MW5SU!"5;L)A@R#8 ID;>\_NQ+:LR>7-**  
**ALJ:1Z,KG#7G77)/Y( L24800|/FO M2RY7X/@-@QM3ZQ%#-%\*,%&EC40"-!<\$PL3).CS.2++5,JQ?IA:)R7BI-PX^&**  
**M4|3NUZ1/IA\$>\$|58UQ8Q,1,SEE>+:8E?X LQK|!K\*='OIQD-HSW97|OO-J4L MMI=QU:O8G&\***  
**E;P\_C.:2^V=J\*\*>BX6>J%1/+;>:D|54L7|+Y>V(SHBJ ;?W M6/R&XY#IU)/Y&R3FAC+!.(!CX?#)%?4.X-**  
**YSK2%K&6&Z=?%K&UA: ^-TQ+U5 M!:^;7I(89I;7:P=(L,Q,4U-6#@S|@K<4#4@59#I0B6H\*S^KPI1.-**  
**HG&YR2| MBM7D0EGD6)P+4;M,6?IZKO9HUN>=.KJ#=3Z|3W5^9LM/\*SK':CKJ0X5IC-K**  
**MT,T4,M>JL&@D6';\$:"3KV&3@'DJ0X 7&9HJ-Z5VZY,:^7=YFM-JJ1CY;=P7E8!V?O/@ .G^:>0)5+%\*3ZOL>^+**  
**DF-%5<:RT<-|JMT4.: '6Y8 MV+Z&I<)UW! 6\*=& R%BIDS^HJO7JD7Q;J|:8ROU;R\_5&MK'^G6\$R, YT@O**  
**MSJ1P;NL!K%3=ZX/,7DC.X.:O1M&SJ8"N%IA@N/^#EP"- (0#Z:+R@YM(V MDS3|P8@68NA4F@DL7?**  
**#F81!/F> \*\*!"\N;14T"";+S6^5NF3KC =9J2>V0\_B@L<-%H+-EBH<8\*M@B#C2|(W(+(+>;'**  
**M#D,KSI;6,^4|S|(H!H7D&V9Z@BF\*/M@"L"&|LT? \*?1\$|71R?%20\*JE3|/+ ^3N(LN?\*25QM/F8=**  
**(P<\*C<6\_XD@I> M%^AQ^2\_3Y<0|YQU^&4\_A.Z6UVC; MT/JV|NQRT|@8>6RB@D:M-0Z8,.\*Z1>>|L+T&-**  
**HW:'HZD6A6PP8P%|Z?2%=:J M|Q\*EIDGSUPO\$:01!WO<:06)<9= XF7QOLP0C: 'XQ|1%F@+ \_8-"/TPB+-+\$Y**  
**M9I97&LD+N!/?Q"6F|>!/^RO-X\*9| Q?JIN&P605?4R.MK4;?5FETH19|!&=LTS GP&Z\*EJ9TJE RR!NX|MI)8**  
**M\_O::(H!.U@|DL @3%2D^ 8EFZ 1#=)J-Y+-RFV=-- ^99&MCKR;=L)<@%EH= MKA<.NUR;**  
**E,^?P/QSX'T\_GICC(#H%-|1NF?&B;"L:LV@4%-=HLM)9&W?!. MV7-@#\*JF72\*IXTMEE4KS'T%FUH(.5!IFB?**  
**VJDV=D9P4T\$%+|LL4 "5F=:HMV**  
**MJK=.MG7|-84E:VX!R96>N+Z':TL6FN/\*55MK0SK6^+!;=.97>L%7.|&OVQ4\_M|[\$ "];L\_K\_O|Z(K?**  
**\*)\$|&I.Y49\_C^6,(O|0WA03N5F??|S'S'OC36X+RJXP4/?QR'T;P%LNQ2**  
**MPD\$KT\_X63|\_JF\_6C\_TF3|B+1^V5WY#[V^)QU-R)#;B\*|6|)M|LDUFZ|18=|**  
**M.Y>\$%^6F>ZCKW!).%M\_TP|WW:=5NHM|LYHZ?#@7N615|65N+O\*VOKB>\_RXJ MOC-**  
**,1<.U|:J|@3T=.E.2R6|TVH+.T>LP 201?|JGSCW,,|B?IM^8) >-QFH5 M<#JQ:&(%T,EL;J|>3A|H?**  
**L,D34AMT\_B9B\*9"ZRM\*X;BW@E9HI6WH9H.KC#+A**  
**MJ\*:::DBBQ+GC3TN\$40;.O"VQ5IEDI>K|9B6I\*>22;2LFVYV9;E|33;X=TXVCR29=LETP>;M\*R|:**  
**|@T&DTV^JW)A7RNBO%TTN?+| MAG"RJKV^>J1@^%D&LK:D'+=>\*G\$E\*|93JX-CYZ:V^|55FXX/W+\*K-(19.3?**  
**M>V=6|X!<8C"^>)G4!DJ|F)-N\*LU?FTLFV%\$\$(>=)H!S-+O4DK.J M:U%5FRM#:@J;2#OK(R@?KEAG ; A-**  
**DDDID\_F\$M- A#47LH,T?JC91A"X-S%E^21(?)B/H3V M0S^\_E1V\$.<\$NF5>NC .O4IWOGZIT**  
**4#=XE&EMU:5XXH4UEB >6XP8WU;| MUXW>/?I7D'X60YPU\*/TZI|VA1@3:E4# \$:7;9)UVW6MD T|7**  
**M1X|JUB\$EQ|V8N/(X:TP/OJGM90DX 3V\$H:OTBQ !O(=X7\*IO!/TP\*AIQ/8^ MHF!"H9E|=!^72|R#**  
**<9/F'D0,V\_L7T;0(9\*34U,|49P5>\$U-L%IN'8/6ML.% MU%\$8V,^9KUZAE<**  
**.H&V>RYI|#QLGIUO"N.T66^#117P?YI/P/TX)!#7#XX/Q M^31F\$XBAK\$.@&^;3S) ?3<,Q>-**  
**T%/=0A|JW6IN",7!,L2X=""WLM9D348"9 M9,1\19|)**  
**>M&GUAFW1,X^1+7491K3|B3^HYCRO\*YZ;4)LP(\_7((0+80 M?J2ED:+?0B'A;^!"%ZB+L )IZ@?"V|=%4,IT5-**  
**JVLN8IT)&4WC.+WB,I9B MEDYR|G#-Y4EVP7YZ7+0#\$RL/,VS0O-**  
**N,#+SVZS=G%OS7\_SMZ\_N+HYWMT9HQ# MS \$00\*S=PVC\*MMQ?)MSYI'CUI4%BB\_@;^ (OZ M\$HM'\$1+**  
**I:S\*.%G#GP?/E @,-:I(DCMQWUIBM<(HN (M>"|J|E5)1|P RI:QXAKT8E:)VIV!-KFMLZ-**  
**N9HQ7PPBDITTHL6DB9%D9VZ2X M!=XQUGLG7YU|:J,O3 \$=K\$>CFOP=>+2B8L=0:Z\*(C:\$Q?**  
**D,+"MRDSLQZ<3\$ M&4%8|1U?!6K1|PY-ZC;26,GC78\$(0;M1U%BH)HT\*BZ-0X->-)3Z-!:F=|'32**  
**M8Z7)&U840#:FT=%(340+O\*CXQS&X=7=%1Y<,P|Q2Z|KJ2'C%?,8YV)Q.%U9 MW,AS!OZU|JC?KV;**  
**(&L.#RPEJ#:@|FO\$1+@VIN|O8|J|JEK;?\*H?MPU9\$>@\$**  
**MS'LQIB2|A2^;T+Z|BIZ|ZFD6WK=RXI%Z:OD(KQ0:O\$M/=|I M&/8-MM M:|4X7R(DMOBMM-&FY)=7**  
**RC6"9V"KY!0#QC2^44%YP@"CJ.K^'A4EV66R U) M|YD-W37/Q3<|4:1H3-\*9&!WY:"JAUS ^42F%\$@77**  
**QOZD9)DU.9UX M#5B?^88%L@99ZU!Y2M0DH^\*H"5G@&^4=QU0|Q30?42;?C.A>I|X18|=5YFU**  
**MOQ'OU.J>4!+KS:.6P^Y"O7B;38^8G@V\$&M@NP;,-G4) #DADM8|JE2C 0 M3 J@4>.VC)**  
**(T98HZ(+@PCI=Y;:HDJ ;+^E%HZ,MK N1K9)JF";CV(-B (V#\_M%4Q|I|0/. JM0<0E;-I@AX|K1AMZ0I,|3W?**  
**6D&B57UVI28X(QM+@EX&W\*IJD**  
**MU,IYJ9G:ZW6LWZYC=:6@>\$ \_N\$,1W|O"TR"OF\*J2^U%4H!O"UB!2)^UR1%BF@ M.1F3/G"-??PA00-**  
**7'RV0FVE4L\$|4(>@|JD=9ZAJ =JUSLK KXH/Z?U7(D**  
**M7T>FP!,O%VU@WA)YEA>VU>::JY8Z|F\*=5PMB^NO^WB&OX!:6CVI\$G7F9=1 M+:)OA%NB>:NH?**  
**+BY&0O+C, PFDM+F/2(BYHN \$D\*S|!M|!^!:=4%\*:V&190 M?LC5ZV)JVWS;T%7W(M:T&L|**  
**(IJZJ.BQ!5LV&Z@XN: M60|(3 W+N),Y:**  
**(V<>V!>QMA01:YOA8SPOEU:JBE=UN+4 )8@&)44UH9'>JY5Q4|2R'JZL2XQGGRGD?(X>)EG1X4>.QN02**  
**M49&>^YTU>\_ZHRP(76W&%WP5FF|D(0&A6|Y%-=0K<.T"\*\*F6;W.JNM7:/EHX\ MFI9/9|ZC1,:SFQ;J\*C^4**  
**4I1.BE/E+)FI\* M;1/PUC,S>\_I=X((&<'0/ QM: J2G6SLYK5Y@S6BH)3 (^49,, 'Y!5!+6LQY MO|SZ?**  
**I%2H4US/Y+JG\*PS38@CNE%\$C!Q;:\$4|1|J|MM;EWCT=)KG6@EK#BTO/\_ M5+P L\*^XI(M(^ ^U5-**  
**6J/Y3I\*/P:7N%3&./+(UM0 .W\*7:"|:|Y&+9=/\$"T(**  
**M;2|:DPX+MH"= : WX/A/!\*/EDXHEB64TRLOAJW7|WTZ5=M\$30^ZJ.EM1DT' M7=3TVAVJC4W>S3VS>W?**  
**3,\_OZY/S5V>E';)7%UMGSDU=\_G)U^\_.CTY|S|/|%^> M^&?SHY.WF|PYVTOT3D,-F6P+R<4VILHO)Q%BU,;|\$?**  
**(MZ\*G>R/\*%H@ M5G+U\$J2080T%&7&\*@3K';:9(V<@+Z!,OEQQ|U3?DVCOU|6^OWF+P,M) ^M6 U**  
**MY(X%"FL)AB+8)"/TWC&.EQB:ZO:G7WNPGAF/\_X|:SL<^+|9>D4VSHA,<'M? M;GH-+8-**  
**^"U\_Y/&107S0;1|J|\*QOO"E,8YG|Y|&?JNGA>/4SA;V^BK=U22V M2%3\$L(H290F3&#C\_2DO %2C=-Q'"DF\***  
**(JM1.5X>V<.0&:M6=\$GI9XHLX7|M M.=;/HR,X9(W6:P>BVSM \_&!7\_|=|^X2<>7N>.>BU2\$CP7B?**  
**R3Z\*EWN!,CPZ?"K^\_H44|0+T+I%^>\_6|\_7| M RZ;Q2|Q )8\_**  
**A>DN?J7+/#LSSS+\$V#,^C1|4>MR#%@<|MQE'M0MA,QW&\***  
**M\*|Q/A;D0Q|K;ZZYK<|X\$5/1I&SA400!T1H|;5Z,E -V+%\*\*&\$9Y9+,P+/\*X> M66'X=?#J0!+!AT U?RL;!**  
**<<:E&|7:BIUA|NAM5GN 0;7OX --F>KU\_NUW;**  
**M50>/I2\$53U&OS'!|HO&)4GD40\$I(8AFO)7(RLPV(|^K^13"0>4OH:E0" L.**  
**M7M,X&K;3'<<4PW|XQ+P^DI8S\_K4C1,|D,|P\*H?UA)L?;KC, "<#04P1N( ^ M7AO:\$Q=>&.8>2W(?**

WLWQ^S3+G|H>\*T3'''1M50C 53E1/HJ8AKS;<0K+1EH\_E0HID!FE3@;E?62F)1UAX=1|FXG&/"  
M8WPK@!0/BSVQ/BM#.%0#L3  
MG@+:JU1Z>)N80DV NY%WW\*.#1^UC\$5<\$YHD7#!=P.502,R5H|6Y%#9=D8Y? M&  
>6"X.H^OQ\$S5I355FD051-|=4W4GY-,<&UN; G:"4IS!ZWR>|U9)-;%A6\*47?CCLZ4\*!:T4 M@;1@E3Y@TA5-  
6G,TI#1T%H<&SY!:9&7" 2GAS,R5XNZ|J8>K5;6X3 4FIT;T MH) G(4I\*=\_LR-0^CQ%(?  
1)F#L=DV|..D>=L|A\$JK#09#7@YP&,&+. (R" ^/J  
M\_N/PPKS0+0F51VC#VYQGG>LV^WIN4UUXJO,2:RFUD%DS/4 G2ENX@6|^T;X M+.0%A^N4=E5&@BCI%  
D2@U\_+9V6\$X)0R8J8+++'C\$II,R0^\* MJ?/D::E46 &P-TNT9^-T7"XIOYH5)T[\$BIS42(%\_I)=\*2@+H]  
(>,TR: 6K,P MJ9->^#%8)H4' OJS8A9EDUSH0\*5,T\_BZIQYZ^M4KXD58>"AZ;L:'V\$70L( M\_3L8(1X%?  
35Y^C:6K59A3/DQ).)KD.\*U0|YL:R|5!&W?W=<260@\$C24> (=4XRG01  
M/S35A:!JQ;&E\*/SJI>&6|O>L ^%4H+6DG ^F:3=C2"FO2&.|C0WREZ/T3A?B> MN-M<:9\*7IK9E6A;E(PL  
7K<%YWF73+J-9/\*P2R8 ,+WW-H\*:9\$+:W&J^4S&, M+C4, WA:L?V@M%N" );VEMPF6M:J,8V5NEEKDIV:J \*  
[7U3A5N!,>5BVK@M= MUDJ4UD ,+|\*EAIA DV|5FZ2ZZ- M92H2M+@4U1!>\*M+ ^)F,=>/ FJ2ZDR|^F  
,P%4)B&Y4+G)EI3\$ZN13'Z@M%MH M+QM^WJRA?XW. //8#N>H5,R"O.(;C?  
P!O%.4W%ZY>9(:EX\_K@,6LT:QNN#; MZOK)\$Z|6F>I4L,%G-;ZQ# '@8"(&8I\*VY&VNJ;76?  
>KMWGZ[5]:|\$07V26A% M'8H&:UAYI 5>YF6M'C,S/S1\*3)YK!7+|VD%YJFX&YTIEX\$Y!%+H\$@YMPV\$J M/6  
.T@#JI\*4#\*(Z#XYZP;1->03W9UAI\$KN60O36\*L0"6:PR /K/V!P?FJRN?(M)Z 5:7(-C3JV M\*40R99:N,90G-  
.V,1).B5%U!1Z4IUL0\*P=1-;O&JECUZ0+7<|P1/&UAAJ47L0-#Q+B;?DKR/P1J/O!;|  
,2V5NYUHP|Y0@H4VC4%|=KLZ\*H8X,LJ(B: #@R0Z7:HJE2 M4WYHJU3:D1.U06548U:X6]  
IZ\*@\*28VW6A24BA.:@;9;M7REV:+!W:#(W!"B<" M \_@\_WF40M2@)QP\$E,HXVZ6N'Y!+&>:(#)+F D6GM,  
|@H#%T:&%6Q|1"K\$/ M\*(/MS#TD=I1 )"XP4R : ^AT,?  
(GHFSE215(8"CD/P@'&9\$U^5|\$2NAGW;QQTBFQZ";,H,P8'G MF,5Z5WBCB!G\$ \_X!7K<@(=SWIZ6822[9\_';  
'7.7:\*/(26>-1)C9>M%3\$GNC MI4^-,L|J2,W1%  
<|8\_64W)4\$4.\*;O,D.\*P(%'XXY:5S/.7^EC47B/J7W+\_3|D|K|X;VW M6AI^5Z;6=2/R+  
IJ( &U&Y/>ZB/PW\Q|NWTT/UJN3WXI?^N^./WTZ.30?X38M MO(O!  
<8@FCAO;IE9UT%GPBZ2EGXQ3,6DEHJ|N0EN5;-OZ%ZAA)^S-H %5\$L7, MRQ\*+TT+LW|G ?F!0|4Q@?  
Y:"9P17Q\*O PC>2SXJLXM9X'U429(OX|LPB<\*> M:?:Z!EZ49?-RQNKE=?XOG,ZX#!@(^1'%.@^W:>Y?T^|=C0.  
/JN9HG/Q 'T . M/NWZH;"06J8%CB3A+4!\*@-&8HD-> ^#G81S" L#+O#0) V! NT;&H\_W9(O)6^ M  
|9H2>D:@6V1DRW.J8Y05;OK\*DV'!MOBF\*K+O#.%.H5W3IC?H/\_M7Y57|DH:1 MV@,:@H)=@UC4AG X#-  
.QB.%XPNE%:RP++|D|P@5%V+%W\$:\$|JI@#|25J.  
M"G2>&.+Y|3ALKHQ'FT,Y|\*P>\$X)96E\*=8F(9Y4E#/@A\$#>8Y!OH+..3:O\_M-# P<309ZA-U-DQPNMQ-  
ZGGGF,9KE"6|'FZLO,P?T9P-2 O|M)4""%PG?T+ MY=I)?D"7+MN-8?JF!0\*""|DD|IQ/8GC@W  
MV.=^@O'2T!WG6B|LV,UJ1&/\$F7-6#;0\*AVPJ2 ^5R|HI+.VJ0BXZW<'@U(C B\$95K\*  
M4W1XC|YE15I&Y2D|@A)BY# ^JMW4OF|UY& Q?KUA><\*<+Y10ZI5!2+\$XVEYL MF(P>BM&|QI&X-\$SAA]  
\$&Y# (C(\*L^H I(CFMK6M0WA R@\*|J3|&X MH%O0%. KKD6J5|=50|K5J%MIYD>!2|\$77?M(.X#-\$;MY=.3  
5VXJ7R&M9 M(O \_QMQN/V MNWC<-?C7MR-T7|Z M6'lx)?SHXUJM\*KDI-/QZ?07:O=? F7?W;R|JS|IZ].  
M=MB\$ U33CX+3B(WM/@/7"52.<|%Y|B5A\$7%0N;E ;3B@G3>G/G M5;QH;5+5;570&'-  
WYNQ%F +A8Z)RLN(2AYQ&8"J8/1R.E#0|BE?@VJZ;W+6!/(REZY K;L0TN7 :/3#.4KLVR@QW.\$S M.  
K ^&\$UTO+C<3:>@7.> Z@F%V'VXR0LPA|+X:# &F-H\_B)F1 ?WC4 M/V+9/WA^|!QD\_S^-  
QQOE K|K1 L\_/"PYUBSQB. MQ= QJE/M1 ^ZL'1S?^|KWA<\$|4U=[/4>J M'R^R#%;W|DV^>Q|6FM|-.G//>7?  
EQ80#A8>3%IU+Y|;>6, MT2F!H?RBO M/MAP|VT,9 5>S-O'(YX+DM^/|QP:-|NOMC1"LR\$J^ ^OSA+H+  
(&OM01>(Y%+ M1+GFCU0A8+)|WC\*IW0|?^ @&(+LOW ^!%E R))|/IZI";J' -A;C= ^AW+H  
M=QC+SFD ^L:567'828U69Z8P)DZ7';1'F \_-PHJ|KKME)W|B1|&N! OO@?8K&G M(A2>9\*T2A7J)!#J\$5?  
\$DD|J1 C34/9|1WI('UNTJW&1FF,42H0.G,(R:R+ M>//|ZD4#G%GRN- ^ (LK!.|M70E.GB79LJ-  
V48JR%AI|SD2N+4S&?>\$BDEV ")  
MCV)X5+K(A5V(7HT!:6HC\*G2|6|(0).|NC:+>OD"GRMU@Z|3,\$L3RP^)"RUEZ M" @N7^|->?XC?>='K#|!\$  
\*UY7D(TZ2FX'7,'OZX:&1:?:^|(GD3UO2ON007A MNQP>|J|V70#KC\$&\*) IR1|) ^-C1(Q-44>+81%>..SNIM)&:  
.N-TCG:XB5 M(L. B3605+U(15)?|IOUKY%58E6:RK\$.BI|L2?|55=6T%;JLK> ^H%2 ID@5Y M#  
|QF2NB0,@O"J\*A7K|AO#:@4>@B4M19:A8+68I\$8GB.2|JV0@IE|I38.K; MR8|6\*J9 &64 NH-  
C@X&\_OL \_1> Y.7BUV(&-Q|US& 8E-S.! 1#X;|Y\*7'AOL/>< )DKW@:@O0(,|^X7Y\_1J. ^)|4\*)WTK&N6-78Y\$  
MYZM5NV?8%3%3:W0BI;\$(|A4A7R=TZ(5-U864P4H(S\$U%#S=NN)LW8UM MZFN.NQJ:VZRO.>CJ; ^X#A?  
%NU70WMFN|;>UY;2E^BN87B.3^CQJ^V-L\_ (? M(F2\* E P/70\_7ES|...53G=SIM^&?TZ# Z>'P1|1T/\_?  
&W;W|T7ENWRPM 'M#'^)?OUX=O+V|-WT^ ^SO\_R/90 ./YZ|^O3^5WT '\_06JN|I=8NAE%#B+|J M?  
P/H^ ^|5CC;O>UO\*: ^O< ^;V^W?OPEW/J^AGWWBEYZ>WJ7>VD | M?8M=\$+,9X?V3 \_J9R7 <7IV|MH ?  
5|Q8QZ !N?I%FKN# \_9ZV\$ \_|@;H&3KXL M5"(5|J4J6 M,7#1RBF9IB/4V."!H &Y@ .YU&>,V3B(ER&C :(70>)D  
I9\_B(G(>6"J+I@ M"VNR:CT?P;|N;P++8|7B72 MC \_@^1Y;JP!JU0+;CG)3|0#?+LT4>TZBG@\*5PHQ|?  
|>1G7R9C|R>|(YLK M#6 .&\_|QP\_#'\_18L"G,N?DV/B91J8^W<7 2UW3?6AGO%G2\$ #P8%XSC(H,W  
M3W"KTNPG/[L8/1GV|X/AWF\$P/#AXVEJ2<7CX|^I<8S6%=6N2YOJLM 3|?9N"  
MCD'C: |6|LRCVJ<) O""7P=|O| 7V|J|K'4G3,|YN25<7/7)OP,\*!)='6J7E M?.LAKEN:+=:C:1&|QGO=!  
|]EWE|C2JOO?DN@6W>X\*OJVUR4:::|\$.X9P|6M MDHN,&=TZ>9@6K=KY'=SK2B=-|R&R\*X=-F|)R M#|JR=F\*  
[NO#ZNX\*<4R>>V7?;|KUET^!+A9<7JZ>|/1FRY, ^6JZ'A@ELN^B5  
M,K>|YLZCLH^.2JG8\$/|T92ESHM0R5'9^W%#%/ZFLOSVW)0|/\_S2D H\_?L B M+:Z4>?  
W;J|>"/D\_)\*K#Y8A)B)BWW&.4\$OS)(,S#UIJ&D\$?TB:(0 M+GDI#B|X\$8J/TKPM  
N\$9;YU/R7,2'P|\*GDJ<5|LP1J\*:1@Q!9<7CHF! MYR)- A;Y(N\$.PT&R"Z"?9J1|1 < 3-\$A@CX=E|3LCEBY?  
^991R^50HQ^\$5 MD^AHE|Z\$7)HC \_ON,R\*RTX/('3,1#D#>:)|A9=T:5 ^S^BQ\*VR>5GR0UQ!S: A  
M&/S8:5YFXQD^\$)DY:7#Z0"@(80|Z')#^,4\*,ZJWPO4K96K209ZD=L4-%ZR> M'2P(2A\*!E/M \_QII)  
#.JCW,H+0+\_WREH!Q\_Y|M, "0>'9= B1WJ1 M17P,=87L.,30 R-J72"67F'C)\$^<&D|-  
JRMF1Y:C\$ AE>7D0D#U|J!?-Q,  
M@C8\$JA|A/(M"PUX1LI1P:H\$@X@D=\$0'\*N,PR2|S\$A\*1006@H1QY(GGY<1%R%G  
MZ5BIB<,\$,E0)/.JL..I#ZT3DOY"9FQ8>Z)1>+>G+J&:\$ALQJ"J3N18DT- M?C6IC  
\$1/PQ4,TT%=%=N!%@2 \_S3N,E\$DL\_ (KJQKX MLW#"O!

R#B6|TC0(&A#=:OHV@I7'FL/P:EK&5K!/&0LTZ)RAH9.\* 1\$A?A&O MMKF#JI2)E:\$G|CAJ|KH?=L= C.!HFJYW'(?1/#!#"A52SAZ,6-U+C[@T T '% MG;"PFY6W=TK=WT|J2].Y+ <3F=97^"FXAFATR^(\$\*6=JC2J^BB1&V)GL+/#G MLI"@MA:1F\$SV|W7M/RH+OG1!? 3+OIH:4&T<((N7U=A2; "V!)55@%T%LV,8)>\_K#6K'AWWG9L7/ 9S-E9V^E:T' /01^|C|P M2J!/^%JYTG:;|O7T|- GIEJX.NLK5AWV(/FQ@+#, VGJ?1FR@I9(TYIZD%&U:: MK89KFPR+-3:#)S:#; I<|I00<8%PJ%H|6EX! K:V4QN>@G\_!KV"7"K3,9,WF|ABK%I;F?G- M8"5NGC: \_OP-O:L8IPPP%JRD!? P\$+QGGG@,+1"\$NNJ%MPCTE@)&I7I-H#HQ4 M.MB>TG K^"=\$+1S\}@EMH\*U((KPL\_0Q"0M?)!U/>IZ!ML&J2KYRC1WNWY8= M7K&|&>R:\$;&K=J|KPQK7.%PL%%B2U!&(H,#6ZK6+N\*WE\*Y)L1^BM&,!S0(F M:B|4QZH)+/9NG;MW&^/7#/%#B:8:S6 )B2FQAKVM36|\$MIH5UA^B|+"\$3L+ M"3K+6]59-#- G/K1=;>J\$N!%APMAC&QI1TGR0T "R+NA5A8, V0%Y6VB=MCC: M#6H=;RNMXJ^^UO&LUKE-C>%OJS'8<^? #4 TV6790&,"%#FJ,@?@K"J3A\$@S6 M:Y"JF'VU G\$]:JZ"1L09\* G@? IK/5#OFSU0J./67N#\_N:F.BA/80U:52FR4>UPS15PL-4%D2ZVFYE #,\$E\*.8;!Y!19 M\$\$J4.9B+16Y.W!4=-3M8C;Y1FE9+-?: YMKVND,8X^Q|MFQMCBJ">2=Q M<2>BL)T),Z2!\$&IYE9W868J8|T:0RM3D%77AHGN |5GIC.EL#9|8YBP1T8SD M:LV33, W?)^)"^8I6N]BE-&;5"- 5?>YE5R4A0#:@60.M|5U&PRX%OO-5;>B MB=TX:>EJIG:FTP9/X1:B+R2DFY^QU:ARW9,!\$E(0/VRG/8%N4%KD |A+5,T MB9BR@/\_DZ1N366'^ :N +EM(UG\_SK|"Y=V|DEXH"@@?/-95.F/9DJU(=I0D M: ^L52( D:!!@<\$AB\_OK7W3.X") \$)8 "59FLY&\$8S#S=<\_7QW3;">H=JKJ8 MGS?D/P<IMSF\_I(1|2^P36J6T:@UF-J|W!;K5AM|W@ MC4VEFXG8\*(&+T:16!G5Y.\*#6%O\|QRZCX3%"G"GFWL.\*B::'RM^6\$,@%\*U MZ&F%MFU Z. /H3 ^2;+60QZY20&MX|YSZP)\*^ 7XJ8/. -%\$S:0#?NPDD) M/|Q\*4PTRIEKA!5OJ<+!<7K"\$7HQ Y=I.RQKT 0- J|R/8R; "VN/P2MPNFC M\$IFK,:14M&U\$C0X ,09G<|HRL|&Y";#7B6|#FXE7&13KX\*%\$I+\*YX5)A|3- #)J\$OM MNM\*1Y|1Z0GQ>A2Q'HU0UWG48|B|@!D6 MCL\$(1QW+HXI\*CW)A|1XSF\_B<@-[X8F'9)I?GEU!5'AI&JZXH2C K<\_>P\$" O MPK"VDV'= ;L+ "G81Q> ?IN(GL/A&V:7OUMPJ=ZKBN51%5FIM"2/XA\$U@|Y\*\* M02#%0 .YGI-/5>\$Z2&|J"J00.@45 (VS\$PV+4+,.FP2NQ^RE#!%C@@\*|\$84 MK#V5E[2\*JQ!6K1+T\$2BDGM\*\*Z2"J=YVAAC^B9|ZKCH%"1LS=X6?H9F?>O|2#( M|<7U67BSPV:#/S: (B@CDNA&HTB8E-NO. \*T^4"|#KO'@%M|2&R@-(O6QR8&&@Z1#82I1+\*:6,B>E60< KIH2E54-7>J3HZ:\$ MH,M1U:I8\*#(PJP2@39;+#+?DE&G'N8'H,2RN4GG(T\$M.J+)|H|@EST1=?IC M !7SZ|A:LZZ:!\$L+WY) 0T+WL^4U6=HCW#07VX)UN9\*G19)&YJC+.NECG@6?#OB!(2M#NR6#=K#KGG&YE.T\$X\*.,#% M>IF5) <3L,N:0#(^@DT47CQ^;)|@^X8/C'\SNIU\$|C;8%81MTP2GBD<#X M.D>RR8, #6+OHM|Q^#X:19'09'M|UDMC M'TF!&7A'0'-H%#&JTVZT\$J2NKP|4BH'0Y4QZX9V@'#D-H(!? 4"P|K'L=.Y! M3Y\*H44W?H-!#Z\*K"0=) 8@,-2G ;KJXJ1(NJUMH>XCB\$1A9J.VX6=(4P=LS3JV2" ^C|N|OJJ& M=4^)5?7@U\*&FNS!JBO%F6^!@'>D%886#6,09K%|KC<,-Q/2B^.>.\$MO!RT MW|UJLWNZN" DEYK#V>:04L M\*X<>2=LZ\*:0H:S-LZ1%&REND1PKG)8)>O|#8L9UKR2Z6:\$C=<4N'7Y1=|K MURPN5- /8" M"X8(VE0W)?'OYF^?8,DO:4|RO#P\*TW-ASM@)V8 M"3)@>2JJ|ICL4K+\*\$J+JIVM3/Q(21?F3\_U3:DBM1. 3X/Y7V+<|V1)MQW?H M|6'9:0(FMN\$MAJUE;YX5@7>ZU|6I)>7XR?;:-:#@&FG=LN8J|EN;TP2")> M2>/#!Z @L, J0K->J>'&V@WUP;\*O: TG2|J,?WL: ;90@Z6R8" |CTJ:0M-\$H M'LOH/2HD|E1G:I? Y+)"TTP6)E607@W- "QAT,\*#D)AZ?Y"/P|C\*9>|>\*C @ M>B8>./Y1"Z)/PE\$@|(1MII>G\*[2^=!^71G::?>Z|JKM @- X6( MO? I#/RED=\*L. -5R9R8E;1; ,M0)65\$(,K:8<:2J)E(IT0L6ZR27\*+KFD MY,YYKR"Y9"4F7XXC)S,+)KJW)\ M+VF?^<3JG50 <6ZTFO5.ZOW)MJ7Z\*06 M|%,G2&U68@%S'Z\_KIGX"KXVO2SOZJ 5KDXO!SBWU\$M'\$P)>>7(7|Q|G,XO|LJ|9/%O7<\*XM4J"&? ML)5\*O1SLX|\$!|RD)(N\*T# 6Y'W69:5=AVTY)Q4Q9X^D(DJC)|+I>K\$?-4P MY1^EDOV5|YURV1"=<:UD,).JW MKN0.K8:H4& "G:CN1#5%'CHQ|A KJ\$GH# YILBO% 'AU+B-L- 0SDA 80^- MR @"X5^5BB>)|=;#>3YJ|AN,S ,@@^Q|L:J+MA6 H01N27;&-C MB=?& G(:),FQJ#ZMV9X!|W >\$L!=> />A|I1\$6DO(S=Q:HE,M+=&6ZTJSF4M- M !NVD<67KR>>(/|I9%CV,P(6I&I%E H!6J@ L5- 2FQ\*3.90HCKP%U">;"33 M<)GA6|.VP \*O|8L,BJ|2CE;U.<(+K-2OJC'B(91C-K<6.0C4E69UBGRHVJ M;R6\*5?RCZP>9"!F#Z6:&K6W%/W|V1>EH/5YTE7S: \*OO-%'/BMJPRX^Q=2R MB6^,R.Y,=&LC7C\$\$Z|'\$I- ?R>%53+(?+1E4%Q:> %?"U35:O,R^#%-L%ATVWV:F.=97IJJ^ M>@|1|DSJ|\*6#@&C)SK> MW\$7'RXV.- UJ!=+QRG1|CM2|J;5,OR|(\$U12,Y/X=|T1I@.9S,H)&|<(M=#WVL MA/D4T/P|TD# ^DA;+%NPO1SY?@Q;|P%. M)CS'LN|=1I-3ZX&Y3TQQW=F\*^9"O V4MM1I2+V!6 #IF) ^#?!;0>BV<" P6 MN2&MN6+/:8?JK IC10 \_^W8|Z8 '1|>W|W@\*(T10;=X1&0'RR1=:AK(J4Y MU%1/90ZLM3L- @!%491D2>F)HBR)4KF);5+V0&O%\*O3=8155J \$/;"# 200H'S=& 4&XX9;2|L(CA MD66A+ \_!&A|<@A1+.;6<2M, J^ #F");)OU+A4X2@E-S/A^JC )73J"X220+: MPE|Q.|D?,DI?,VU=8E@AC|=AA<+EYJRL=ZJJDM%K-EO|OS- !Z2YL-8\$)?VOD1&9SJ4|B106\$1,(|T|T.4( MO= H?<=9PH :+ JNE'9Z49 81/ \$15 H8BJ4>R)DOZ@'\$CJ\*B0> 28TEKO) MJP,0061.60BV%/WER#SA=&IS"G-.J@SX3=,0;QTQ>E-G> S5:;Z&:J MJ^Y3%.2RK?NU\*\$AEAS? \$F|J3FX0WI24KJ!V5%-L.\*6A!.A%JNN1 =CV"V"5W M>5^&:6%X? 58P>D,AAF5DPN/R" M4A4AJYM:FROH8\_F@W!\$51#N26+"M-#N/W M|JL4@W'N!7'3'1A?"W%&|V#O+Q/Z? PZC,'GA?UCV&VIP'66. 8PB)8IW%| MR^+\$&P-V4%BNM3:T'|%+7J-.WU&7A>|H\_ |S5E+9//AE96WT5XW1E!( P|JM MOK800!94|J+| IOC|CC?A" ^8#W?O&)B= ^C5(G>2I7Y\$#K,;,>6%X++-?F7T+/0\$ MO| 6G- ':PF>;4I=E%OMJ2.U-\$?8/F;&90!@ %:D|IEA>F9 4QS@E\$2E^|G M\*^,2D0|OZS3ANDSTU4"MM1QJ- XDV<>OCK54%O#U3"E2ST7HEJH|H\*9TV4"91 M5-I-\$0'6;:>|W6P.&.++T0\_.?3)W\$FPP;&6Y' MB69P.LQ- I6XTMTFWMUZS; MED O'5 -H!>TECH|+@AZR\_R9&X->)3E>9P?.3'F1%#O1B>XCJB4US%('29 M&?\*2E6/W->./\$J%I'6Z;1GQUO-:36GYOIS VT;WX%2OCA>E"7LD&8BHEEYDW:@)RF|!%<7B- @ \_5+@CRCZW=H=:R|W6'/K%1QKSH'42A < MK;#6W|4=%VK|\_'; 1BW|8CC(-V3 MW5FR85&U0T\*1N/Z<<|URO1DX|ST%,DQ%!4W5^5Z.XL@P2\$H^8\*J%4BJ M!(1M(\*98!)1:2E? N,BAU1;F;5DC%0PGOJ(!.2Q3K?RQZGBUD+:T;3:P2OEZ= M|JBH\$;V4A:=W0WS,AJ2UWVF&I%Z|\*R>|A&5!Z? EB+(FZW-NGG;K%"H-\*+A=4 MSQHN\*0179:&F|I\_ ;F(B%Z)'\$=CL(7/06N@X^!<5@3UAIV05(V++|N59#VOYU M:V4\$G#Y-#8M70CGV@358\*19U&F.:YNF| # J!..;|QK8M?29VD,= MD|&BNR|I'>RX>3|8""'W=N|=UUHWF MBV50I2YOAK"X,F <= KL436|<)E\*.|BU590!9V\*,(9L^YEK!"F5 !#L+E 73=>, DS 51JRKTW :0CJSJEZ|2L<@:K8:J|I33 M|N<#|9/,0\$) 6Q8DUPT%5F>?+Q.2\*=S6:;JO!WA|OW5NZM3X9UM8LX#/!HV M|B? MY>65>JDVK;E^G:X\*@;1, II1DRL-W(QR"9GV)E9\_ \$91) J\*?WMCOV5>&J;RC#K97C=,U

MJO/RJ@EMFW+=BM!X)F|3II +W/JU:-Y\$ Z0&9|JHH" M6!IK#Z5?|86@|&F.< M3U>?  
RPZ"OR3EN17A|TP,MDO\$X" 4+G A!EG:H9C"(.%+(Z9B;^|Q88 )|II M1F85AE\$-EW71P'YKAC&  
MGT|3;SCT|Q8H!ITR/:[FWV,=+G&B"D" N:P|A@HF)\$A|Y #'A"6>HHO(R(O\* M3L5061;FUCWI6R',=4O\$W\$=:7-  
44+BSX#, \_W6#FU=|I|J>N-|F|;/ZV\*N6S', M/9|F7/?  
4:W7X0#K=H"\*\*@I\*0WWL96S(\_7L4P65HX:=W#OJ6!G"0^/^;F .T!  
M=SR&JXR)C>8Y0^&M/O68J=J;%XF26#\$H/F-P?GO=H5\*9L<JK=388ZYA7I-@> M|W\$, SERU G^/UHJ-  
BS|1 ACDAZVUP;C:W%KKGTJL4)0\*S, ^A\*D<|U|"PO/ M\*Z,C'1M61AOO^HTL:(WBK  
\*G\$|J0|ZGEWL^O:T|G YRSZ>7-S#ZYJ%YYNFMNIM41#(CJ93>+KQ(/PM MX1JG^M"P#\$9K'/MAENQZ> N\$6 -  
!GTK-(PZU>|-C(83;LQ.|A+O#ND%|L\*VS MMK8B0MH40<&),CLJU0;9/Q#E,G-+MQN35^HL\*%7K7-  
7B+=MB89F,\*WI&OS% MG|B|/!-+;Z!>^\*, )\*&GP:0A T|V798:CC|P;?-M|NR::3=J#"C\*|V  
M6VBQCH+!N!7GD3.+J)?I:8H\*PPQ|Q01W|R>98%|#>2\$|N^%|Q?;:A&.& M\$"K34@:@E% G-  
|9H|+F/@="3"ED5!:%GU%/5#ADNK&G^BO14NAYZM?240!4A MP'0QZ%<\$H:D\$|FVT)N6MB-  
UEUF%14";K^Q8,4VU%4&Y11@J,RP78(C7|H@= MC4FET;(EYE6@,I-  
H@X:Q+:#56CSK(N8(+LZ5Z\$R&/SBZ9V H)&\$QN'Q&I;<5 MIPTS: SJ&VJ|\$OX;/"|/RX-OF&I\*  
(SBV),V14:8N8X3.1PE2J#0)T\*>A>7LDV>6MK MJLA2N251 +YK:(9\*-;P|2|FESZF%,\*E5Z#M9\*WOZU  
MRBH'&%NJU>4 A3V0<=/H+5AA2+=:DC|6U:=46YNJ>S|8VJK;JY>V = +') MCCPPGG%MHH4!O;>E,\_19?:  
M>S(#I>31%AJ\*IL%@"LM\$ M?=)RE#;9)T>7+VNR3U1SX)M.O5P:UO<^&A=;\*@FG9^S8(B|J;\*7% MD:  
@#X:ZGFX\$8)AHM) K.LA:W|07&A3!V;A'G!:+'73:YC-)"|;H=O:L(I< MP\*5@\*QD|Y^2?PX@N2OCZ0EJ\*  
"XM+%CZ?J1AFC7< U>#=B3M-H"K4\$/26&P' M?IY,88-B|?IJ5J-I5\*4><T.(G\*<|2TLSMJ6NY1T|XK.&I: ^";PJ"?  
W|I M@07?I\$Y# ^-EX ^|4"4'KJ=ZSE'C)IP\$?W, PYE/ 6|F\$S4#Y/Q0^7 90&4X79> ^1P|B28  
M2)NB606:YCO(IC#/|X57V\$1@|1P.QH(I'&+2%&P5KFK" H%1% HZ7CU1;-TN  
MJ,+4=KV#J%"Q&JH3#Y@) ^X#==@, ?<DK4ZV%67==#%H7;H'4:\$D|2HHD@E#L\*?  
M!>#06;C|:4)!%ZBE\*93ZP:M/-YAO,#A/FL|8M MP|B4XPH,@3&1#( )8GDH!(9+ C/\$9!N|(<(\_ IC,\$2Y&-?  
&/9C=-0'+@&J0' M:H8\*0-=D5 ^@V!SCSA0|I|)XW#OX8'W@M" #@R^@|N|:( UHZ="UN", M?JK37 %R'2K  
"V/3=/|?)-@|VPO#&V?&C0!\*V@7@O&P? -L 'B&QHTCW"- M2|Y0"VZXMWU3 Y/5\$ 2'@:YCDJ?  
J<95UK|JQ4.1^6?0X,DV XX4GAXX|H?>9 M|CV.+!N.D!F0BD%\$ 7!F@3-E#|8@?GL#919Z % J0P1P&?"TIY  
MB>%G/A|K5,%5F/J.Z\_B7#=XYK4I- ?Z^X(QK&>L\*O|(5M"-IK.&WS9UC(\$> M6W7+%K!N%TZ)!1"0153J!+(D  
H)O"U|2?25|9 H6F#(AB ^\*.JWG3D'5P" \*G M|JR00.#, ^:V1@&0+Q;JPF:JB%2JGHJ\*, L+3,4!8XG),\*  
.4(2"A!@0T/Z5J^-|7OT?>\$ ZTS17:N.G+4Z=@%U;E?%W ; M8Z6<"2SL@TB9P0JXG"AH-  
JVI.IW"DG.%&U^QD%\$ JL>H?4);|B^J87D5 M)\_P^J;6GQ3|087.'CA6(T|49').C'9Q&MER&-|HD8J  
MQX>Y=&GKUG30%/#"LP+TU#|AHFU)LE&6T)8ZRP+F?3\*0A/#'0,-OK!JF\$T: M(%>M6?  
#!"U28H^/A=R%@2Z#C1#E,GAM=+PFW!>1C." 8C>I'H,1, 9|?CPU M-AXF: YJ.N^:0\$K  
|F.LH97JL\*UHU@"F0+!K8! 9N4QO.10\$T2@V#K7!10%E7'K%MO MKS!GI"TL\_EI%/,:-\*G9K-  
%8P:MAH.9^\$6>P|#+,6S?|\$JANL:4#Z|W)<\$\_H PBT10C570AVLIP?YZ  
M7FM:)|\*8@;9T"R%30Q8UGUOWZ"@\$X,SR@:0POIY%N05)01?|V.O.|#UF\$NX|  
M4%9UV&+A@|D,0:H(Y@?0Q#T=3TY|IZ&RV|%"H\*K1CPR,; <:YQK#V0WT4  
MUQ^UM!VP4%86%"A&|Y:>RH/%9Z9AVZ=O|V.: :JH.:G8C6;6LAG(9R!Y-  
M/7<'KR0NW&TX12GV+8N6E3GS(|Z,-PS9)')#L"TW+;BU/03SEBV:, M MC0 FW./>  
<+DG,698PW8%@J!RVMP0^!\*Y7BWIP 8YN: ^RX<8R!,M9CESAU! MR3IO(%KJ"  
BUZP4G;Z8V 'N&LZL H./2C6|3"P-3-2:D0>?\$\$@R\$!AI?QKT8/R.BJLXB#T=BRF V8-38 MJY-  
4|IX|)!8R50U2&VJXJN&BLF2+^25-KV@P"3"Z #PT'V:9YA\*AZLOMB'G' J)&YKSU' M, WBH@+D|4MR@EK  
|DJ>N2=MK>!! H|J;2P|A@>X;|JD#B%Y<83;E<>|AK M|FHU95YPM^&#TU^AEJN^-;0?D5\*/8\*N\_Q>F|"  
|S2U+MC. M/G ^=//Q|(-D8C-?7'H;GSJHP"-T@;!P0 WL.%UU<%?M"RP ..N MA93!-9W!:M\*-  
M\$C5A40#585+> #=U-%E Y=?JV Y7^IC)RIH07C\*1\$!C3FK M"[CA8 (7VOR.K].%IGH/G=-Y34.7+@#C#  
[CPUAA'RGSFQCN,P\$^Y 710## ME(V6/ P6NG?COV^\*W+\$Q"5|(@C;O(5B@D^KHY1RPD8")#5|6X|YW>CV  
<\*#B M?H|DJT|>3IB|W PJR(,+GA6&1MV@E -9VPOBI^Y^C==+Q. ^=;QE!'DJ63LR| M|00U+  
8"KJ+9(3HW\*+D8CH&Y7(\*P@COGA/""XSSUT|J1NST|J0LCI|+, Y08/ M8XD"JH&!6K9N&SI@OGMQU6\$&&?C1-  
YH5#"D+2I12;M 4!..DJ:&&DX!G""6\*44 N92( MR#" +:5PVN7:05W.ZK-F6CO3XSG |0/BF';S/H&"662JUM!  
<3+)4@8XB?|.0V MRY(<. "92|\*4|A\_08R3P.L#|F^C|MON4^Z3(|>J-'6#%QE1% ^AI@@8?0]@O^ ME\$Q9R?  
R^G!ZH5?>6-?W%OJ+P:AF|DC|) MGNRR=TZFAV@LU=)%Z17=4DTT#(\$!NO\$-(U;"=\*>8G11JTPTTJF9\$:T  
M6).K\*JJ@|I| UNYLI P=V>N#I>J X5-X (1=N\*04JKWSO5\$O55,N\*17QE(K33 M+\$5:-P4BU1B,54<3/F!'D"WS  
I1D,>5:Z^HJN\*\*5V\$IHY VM%!.N\*>2U!0^E  
M4K+|86R|MG" LFOY@O|/DG23G!L9.C@N0XR^.ZYNJ,4:J8Z|D|N=W+UY.P>) MG>!5? /|J|I5XX(|J|10  
MW^9R"782|O|EC" W^>P9??^&YI6Q#K1PV|2LDRWKOFWU"?%>>@2OT|J8K.L@ M?@|(Z&%R. QR?R|  
|D|HZ#\*79PGIZ6H6N"J:+1I4|HIP99:/N#2Y|;|8TPYV: MZ@QYMF5CV=2'G|:Z" I/T5A|J|).A;:H5\_17??0G|+  
|(|59@ Y-Q@OZ&!^(. MW|#S=..GH^#(R|FICM|0:7+CX>Z@)+,3 M'>N|F1>6IC|T&>)U\_3>O,6>VZS|=NI=-?I-  
^%WLS6&A(O?MSZ9A??) I2Z4 M|'KA@7YFC97,T9UU@ 105/2I>|J; B?O=D4AN<:DZFTIOSE|2Z^/(3-XB6O|  
M#OPL/\$Q,RTT\$G\_H.V:#=D:'LB@JAP902@HK@G|P?N+3\$=S/(A?F|3| 'HXP M <7J|I: W|X.I\_ "U>H?W?  
N1G,\_K" ^G OTO':?7^2! ^ )YY|J=N? MHO G>. 1N|?= =Y30#|+@TA/ /#^7;S|  
MG|J51N(OXJ7V=7HNMD;6V: 2|C@#=S3Z?5|Z|-5 J?1NZ,?|E|=S/H=(Z M;Q| ^-8=9R3JR| ==|= MML9 \_?3=|  
|(CRI8RKM'W|TIO=77RZFO Q^K|J<\*W,V. M|>|D|7LZ,/?|1^Z?Q^> A!:::=OVG|.+^|CJ1V^ ^'N??  
7|W^=C73E3'7. M/EW| ^6004KSM?=: =SK>Q|/4N.K<=| ?SX9 /N PLGM#0BS@(|J=3;1.Z\$\*| MT| ?  
FE@%1!C:.:1(L2%GMD# N3B0Q)X|S>SQ<(I9.Y=L?>S A%\$|P|FUMAGOCV)N8; |?4\$L#!!0 ( "^^%ED7=C?  
QX@8 !XS @ M 96\$P,C\$P-C8T,#%E>UF965?;&JN9V5V97)O;BYH=&WM6UMOXCH0?EJ| M|  
G2LJ41INI1<6B0(|NT?=%@&KHWTTB0&?3>\*L|J1V? T9.X%2&LJET-. M MZ\$,AP9|+-^Q%SO4OG2\_754 ?  
JA|:=8: ^ KZKJ+IVKUJ5BM'T2M^>A1\_7+FX M?R 30?5?-  
SJL|I=08Y\*U#091Z5<\$U'T.8>|3/1C0QTJ&#|%\$|J:U5YYV# MHG?JD+ALX)^8(A.|@>/B 'S#Q4/S@ E3&|TN%+  
<.=2U%?<|!;\*C|9OOIV|C4P M;-X16|U|:C.SS8=,\*D\$|140"9V VJS|J/\_!Z8DU(=\$X+3W ??WJEF"D#O3  
MM6J|Q|?JOSRDK M9:X|K5I|?!VKZW'A4%H<|D^U%TB M)<99N7^B\*|C|1EX|; 'FNAV^BCOU&|WPKC^G|I-5-  
QHR10|E0&Q<<3X?"1(D MU:8U :UY//25=C\$R8JJ MZ)GW-  
T^%C5\_8"Y:@MD46E28JP|N@!32^1V>3\_&)+!+5"28K\$XJNT9O:Z ==NKDYP',JI::HWXWD2/WV6DZYD

M\$\*\*+2 X\$8N=HRL<%/J./>NF|59?\*ET, (^9, =^AF@(>6ME" |Y\$XNE5 ^%D6%\*|DXM2/.5D+ ^%KI50UGRD= MES\*%T O<@U;6]" (?JUH?O:XJ=&:=?IPIGV\*Q.#G)GEAOQ(-U|DQ "76CZK"5FBN.T" XX#OT\$\$MDW( MWT&-02\_)>@MXZ'\$OYLDEK];:F|RN24K7RQI>73 ^?UQVB:#%1\$B" P7.('Z! MZCM+:Y5&I+>Y2?!%S MF9V|#=YB=%Q3919C(WSRS7+" ^/5+I7R'MJ3M!;O2SM&=H2LXFL@,A6T2B@<)Q3N6 M8&7U40\_RI,N;Z^ZCZBK9:QH9DZJ:7@,JHKIX9\_LWE(KU|Q>);(5'AKHG37'3 MO0%W# '@ D,%J=&.AB#FJU!/R%W6BAD= <;2@.OB , MS8,,\$65.5Z06D70@ ?|YBANB/J|T/\$-OF 4->R7Z,LU)4CV:ANP(D|YA+\$9!?\$EL|VEV M.GS+\$(/2;TK9D\$?T4>,J-N03;F-YZ-31SE88 =( H^Z?8\*/L M(N@\*&9A!^G\*(=OK2\*\*%R&ORP%/@08RAE(& EBY VG |GZ9S# M>3|5J:H,0<+E@4|QU+V? &!2\$0C?/:% L<8.5/WADJVEZIB-18CX0V|823GR; M8CU2PW@9FX/%N2OY?25B(3D1ETZV% ^ ?/\*F?I7\*\$^L(CD@(( \$@ 96\$P,C\$P-C8T,%#E>#(S+3%? M;&JN9V5V97)O;BYH=&W55DUOVS ,00?(& R!|R"G?38@|0RD:8(62JN@23'T M2,NRK<&6"/VTR;|?92==&Z##, '1#ET-D2^0CWR--\*+S87"VC=BN|F, .:07 M"S>7F^4!"@?-2J># 7%X>G- ^#^O- 7+ ^4.4B5M!,8#2L+&U%R J?|\$6Y5B;+; M;'1AS;5( W(DU)7!S \*M|6\$A,CD!+;+<3N%WH:90HLX\$.7K381%"I|%)|FXM8 M6!B?]\$?AX)327AT% \_&TCHQ-7TSP"D|I|ZXM%P3A<7-J>:-E:C-\*G2Y01< M57'- T"RNXLN9<(K3G\_2MENW/!.&@?"Q<7@L&,>6D%3\*#A!=E1YOO3DT- MG"EIR"4<%RGT;A\$J\*\$OBV\*E"B5617H<9,8Y6W6V@. M.9^ILD\*Y>RH,OJ(0=N>/B1T5SG\$:@X1, ^2+2'N.:I'H4-J=|3.59S= ^GARX1 MUOAD/7(J)\$HFL !SH&E>|FRW;J8;Y|SQLN8:S@9U71.\*W\$/XSK!^J|&G7' M41OP#9? |TH6.%+7/6,C;;R:EHU1N&P4/VHZ&O2|40-TZ%OJYN->B|8%: NC MCOO@9|GWPJ34^N (I0'-.28^M4Z1>-'G6\_J@K.GH^JW=VF>|TJ16UYFGPAI? M0JL(\_ &HO)= \_OEQ1\$ S. \*|3,E?/BR'C W@-5##VP\*;H>@PK\$T3+Y>K=3X@@ M>@><+J@UJ&V3+IQMWA!VYC\*:;>/"QF3% >ZC^F|%J%&7@KQ#-G<)?/7X 4\$L# M!!0 (" ^%!EG/IR-JM5 !>N 0 @ 96\$P,C\$P-C8T,%#E>#0M,3E? M;&JN9V5V97)O;BYH=&WM? 7E3&UF6I\_ ^\*T? (Y)?=@5XD%!B[JLNN)H9%+M. # MPO.XJCLF)B924@JRGXOPV!O.#P.3H< M'YZ=#T^!|&O!)+Z@+O'! #%;>|QSI|/ @V3=^|S|X.3XZ#YJO=|#I\_ JY N M=L ^' =XAON3H \?|Q|C7- Z|/|=GWYR>O)-)G.|27SX<PP;H^ N MG^P6S|N;X?+!OS^:@B/'01K^R-TLD %\_ EK\_ \$ %?3'08AK"/NJW? W|D|.# MP^ .?C\_X>!N|VT>EC1VI91)XC#|P|0&>1+|I|W|\_ OW1X3Y- MA9;B?N|H|>SC1K)X3BUX>./|= +9"9\$.>A M5W'+8|O='PX.?AS2; 9/C MXR&M46<3|T<|P9O# @^&/|CISS+C#|>TBR=T!8Y.8 - I4!AD#XCLP Y;9SH; M#WT5' 3"C^LB@MB8^/=@O>9LG9 OO =|JH|@J.D:T:\$=|+ GTA8<#7/|#1W M3X%DSA ^0X3ESTSUX^>J.8&ER|CT0%5\$63G-B|FK8#&?O|4X\*F.:T|)\$<\*A? MAJ=(3?^OL|. S^0T^2=Z-&%^=T??:'1T?O=P^0Z\_SEV>8S^OWL >Z^ OZ9 MTUFO|CE-R?QAE%=5/I\_ 72>3ZA+'V PC; WYJ; |F\*BZJ9!REN@ 8I8(<0\$' M^C49|H?/- I/I \$4!. "O40%4@5GEU\$1EZ^" Z7\_E 6#G:<05I>8R:ZC?,| M+,M% !Q\$5?PJ^L.B08&!PN#YYO,7@W@3JU/HUF2WKRZ;\_ HV3+Y5|Q;"UMQ MJN|JSM9/W^\$ AC3.28 Y|OST'G;JN3M%:;=N!FO EE1)E ;#3T#52?DEJN)Y M2/23:):= D>|9#8JB#G?9|K? PT\$'8:K%67L:H7 M/WU080 INP|JEX &P!:F28P|^HRJD+8ZB\*XBE(@YB(>Q|E5/ GE4LA\_ 3R0 M5&40E25,O:1W|'OV)6\_S=!(7WCN2,H#U)%6\*@RWF>1;@O(#|[S&"8;!\*4B|\$ \_ MXG%=\$H?I,DLJ: (JR6%T>#96BL)'?QGDT2\_O@R+N(DBZ8P5E#&5;|TZ|N MPR"JX.F:H(+|QR%@ROP,? GT"A(D/! 1L\$(WRJ|B^4ZW4|T)),CSXL\$ A?F M\_O+5YF8PWYAM|'MK2 1 SXN/P7Y2|3P&^+AI';Z Y^NP|5V'QKFX/T5,6Q7BBN!@RG&1C&(B"USR?%&,+T%H!=,BGP56:@4HM&#? M@X,XC:Z!E|(I%?.|H?/?OC;NY /YG ^|A20,/"50F0E|>-@+2I=ZH@F>%F M0\$QT|@NX)SC1- B(7CNZ^HM \_I\_ 2PO/Y/18E + 'W&>S\*696//I(K) \$TR>\*) MD-< U\$CXFEEDZ'@8R&H\*!QKS1/\$7;Q":&P+\*%\_G P^F:0!;&?|S\$;7|GA|I MH;#W."KLH'U|J!/PO' GJ^:-!;.>#/C""9W 3^ Z\*&3\*1?X OT,%P!O=@1C M#+.+Z"\*\*F3=N!\*&+Z\*0Q&-WB> =XHKJ|C.'WA0|Z|<: !KPKR:D|5 S^%,U MB.SG<,A'1 LAW: QSA:6 BZ"G0FVF,G3\$B)XR22F&I(+VY4&V HA\_ JC ^O6 M|V#AR)?AW7|=P,9N <#/U^\*^FLYRCN\*I|5O/ ^G.- /V|NO\$0.79,, V=|/7B3 MO.GD57"Z2./U|S#=8'U|YZ>#PU|T4G=1A)Z 1#W(^;)| ?&Y45X M?%@>VD\$ MY+>U|1+64.9I,K'3@Q%VY^=^?|GS%?+;YUNFOM\_X;\*YR:OU5>C|+-|Y| 5 M;KIPZN.MREU<-V.-5> (3,\$EH=LK|H&7@/:P9\$R.8\_70 MU01ZRD <7S.S\*E|YFJJKF\*UVV+|>IR\_&V&U:-?CJFI<=4QJB'W0,YR2F - ,116LX)S\_ "WGL\_3|P' M4 .S>.=>#B: 'RS(-2\_36:S>)+>:@V#\_ W,19V/D M0J^#DSEYMU|A)-0#0.89N34|S,BMYRUD|+UC'^K?6DS\$|J|F9BQA5:IT%J + M?AV MY@6,-J>-=J?X?,OK S.O5|\_ O|7?;+QENJ-IDB: ^N|??PRTK MR4/^/BY\*XL/H^Y|D!6P8,\$UT|6?FM^JRR! <7E^3NA\$|F.1T1G@|JJT6"\$P;^ M7A5Y6M)72\_TUA;8WI\_!3X(^>)D'^0|+O?A2@P/PID7)!XJ. M0? A6617H|>3!T'<50-A|:?RM,1|YH@ J@VW='5>\_!W @5SGWO3PJ|JAF'M I MYD790@ "X7R-|<\*(!KZ7\_ /%NX: (\$OE26P4%TTW%|)A\$0-|9,| )EP5E4+0KX M&TP""#(BPN>/Z9@1.57R00C;9?Y=7R% 1( MWHQ3N\*E3Y()WK/&#@|@3&@40PL=&20"0X^6C\*#@"?0|WDS""8+,H)D(|L\* MEAY5,)E9+/#L8FL|NQ0N,AS!.JE|<^S/%N' |#8(U'1|Y&N4 ),@5E\*@5!R/23, T' TO<, :HX M5DB7 D6(?,BAQW- 4#>%;|G.P\*F5.7P71%/\$ERI,X5M%GB7C?F\*I% &#/S MB=Z450RL;2W)QNEB@O,(C^%R7L3<;%:CQT=YJ#- ,E90E'VL\$0/X#: E1|5H'0+%UQ@|@)H^&D, M%\_ V" F\*,|ZAW4@>N)4?6\_9R/XV ?^ZJT"!- NJ+EQ#T" B@BN? !5HFW|4P\$6( ":"K@|N,0R#>@9@9'^;D MZ0CQ7( V.\$5 Q),61C|J!AYT4, '0%5,E?I?/U"&R1 MGQ2@A7-: F4Y&V@L'E2>O, E9-|)Z,T9EJ#+SJ>610X#L3\$OX!66|H1K & MR+XLONQ8O>!L0F\_ CY8D#8<% I;V#0SL|V7T:7+KQVT/@! :T%"Q2(6% ^% M(A40#|K2;)%)>D-%8&4C)H|U|ML);:S|9A\*!8+D =0@'OHALKCS"K763>7X +YZ#:|V? D\_OHRO(J\*^.4A:LD59(+O4QL:5R, <)YEPE|&\_2#>SEIZMYH|K=1UCCHSU|\_ MLJ6W7KQH.7W|R+LNHQ5 \*((U1! (=5/2Y0PW@Z1=B9. ^M'2QS^4=|ERT|WGYBQY^)B5H6)'C^R.,|SY\_B ;|;^G6X MAIH#7?ZSTCQ0- RB,FXE|4&E25C6,ZV\$5SX+O-|?61H.UYUOD,3FUHN|L\_3|? M&=MPD- Y%1'ZE#K^E|XS\$39|7H)LE<|#LJ\*OOHN)C3+;0<2=5 \_-&CWU7>F@Z" M%BJVL:H9/5T&CI58^IOOV> "PX4+J 48G'0AN D; N< (=P9/Q'62^RO&\*AS M\_6P8|,Y@Q6/< 7SR. "HGT3^#\_ 6B>H,>2)^JJ|'.:CY9^3"4L?2-|U%| M!VJ@?I=I\_ '5'HJC4/\*+DBQ|=V| XH,6?\_ &I\_ &M\_ +5)B9\_ N(G|:2&D\_3 .. M';^|N^9YXS,|S,8;?%:@ MS3? 9)0;R(GD=UH0AP5@WLAKI\$(\_ L !STP7.#/M"D&OK#OC@4#|DCOS M67. (!NZF4!J4DPJX87.0Y" H;6B3?0G\*&|CE&(93SX632)T>D#:@BUG MNQQ^1K|0+1>OH'1!+);| I+R6C/NG" P|UMKIT7HF&|YI\$J?)50QZI%P+XYB> MHL\*#0+#+X\$YBGN(+W!V^" <3XG[7.6P)7!+ "CX?V9(SF0Y,>HJJ+Q)5ZM@>|, M<5Y)|I>99Y\*I6)O!=#-X#>>-P41JF4O- +WNI2&OP\*.33.!L49\$FL#7P%HR M(.C%&BBYCFI>|.6P(?)X?+;8C?AQYY&27&1%4A)J!BWT"KZ\$|?XS8!4I\*G-

**T001" ^JC)0"RC.!Y7XLAP3 M?1!=7( F@ /X.7" L\, #?B9?OU?.XS&;F3/H\_D\!54' O>XM!P-GZD55R6T9**  
**ME9>PK2;S;WP9 ^==%-%UAG06U:\_) &'<-%EF\*HI\*\$+7P=?S'@;-2=|W\$|P9BR M-SV;N#<> .W"EJ%N=|<5;#?**  
**X.&/ZSG<0R#XM.49V!7-\*U23\*0RR7/<:K L MGL"/.)F+180;&I:IL %L+-Q0/L9?)3E550D\_Z(K-E#O:-**  
**L6V|\_N@/J95ZAF MH%~-\*!"^A 1|;2C5Y. @/V#RM9" "P J5U1U&HF5\_HWOJQ99!9?7 M&1M8F6%IH,O**  
**>^OV^P061%=\_PZ^DLC.O) ^\*OT41QKA/F2%I \*\*YLNTE2X'P\$| MX\$4"2\_66M|**  
**("&\*T19>X%5OVFO@"PK#PY+8' A67M?!= V+J4,RO/,MRRKU M(O(>N^I;|!Z8-L\$MY&EY@S-?**  
**V\*M%6E'J:68VMF16,||+A4L0PB|J,PIWYO MA2WGO3+P/G'#PH!PB8!7">?)%Y4A-**  
**,O|:L/+Y&H00!Z+,8)9#J3"Z;BZ"Y] MO&U0(F"8@)\*Z'H? (J\$!#=%2;A%/,Z+<)L//D-[CBN/\$\*,ZPR6G)%FSWG**  
**M&?BO5!9+TH|RIP5QV7&A;I PO1|=1\$#SU%TSNUU5/F,!4% MB&./+P:#85XA)==")2"**  
**<@4;Z=YA<,G6,FY@\*W/6-41Q4AD M1R3|GFFNK# @L)JI#-.:A|NG&O5:E^685UE5OC#U%7X9LJO M3.>W;RP**  
**S|<0\$X5,LIVKF,2=\*=4QM\*D\*\*BTX"LP.AG4E:2N\$1B@,XC#QJDN\_9R^9 MB)/+1DVL:)<-**  
**,\*Q\_9X\$WR+RQ8)PUQL+|USY(\$7P='&^XU@SWYG@W5M5|%)@TK=T6EQ I5@E\$C A M9O|:;=&**  
**(NZ)'E95^J?;8|G8A!B^-M=B\*';U4EZ#">)C+CB\$?%!/JA(:>W%) MM\_9AAL[%O)B0./%T4.JWEJG\*=Y0I-**  
**NRJF6+U("="#"^2@#%J|WG5.,V:L"C&?4ZF673|W VLO M^ (73.G0QCI)\*GWL\*JNP/?O" W8**  
**^VR&B^M: JK5Y?V#>#W+.ZRM/%#"|J8AEP M:X!HD-R^?**  
**E)GFP5ZZ'U>QVGAGO)\*X4'>:>W0E;FXE)UV^PG64'\_ZAGY/ M7H\$J|90741J\*|X;/"Z164H0|GJ?9!^#\$|1U-**  
**C>7/FM' =H|A5.V@=-0YXK M&8|&J3+I%O\$("BQ\*C>)-GPO|GR"+P)IY?G=1 3-HG|P**  
**M,CEZ|S!X\$%O>YJ16T)&ZT4J.HL/P&9#;3;|G83>4HGYL5U8:2^)%\_ FF\*X%; M2:!5AJL|2NK**  
**lxW|/D;PS3J"5PE,O7CDP:D73|&L;XNF5|+?KA 3X8'!=7N M|\%4TN)H:1,#"VS2X292D-**  
**>E&SP&A:ZFXGR^RN56X?\_?;T7E:O?6U7G"GZ; MRG7>JG\*YRA)2D?0EH+5E"6Z0 ^I+**  
**6KZ4KJWD,K2|&\*NA\*5 ;V#LK0:.WU2 MJ>XF?@Y|(-%K'D2B;B66 PU(H(0V(C?Z82>M?F5U/N|#<)G|4<%@O=**  
**|J>1V M?/6JJ#;R) #JCI"V|1#0&(&5S\$GLL|QS).O2VG!|=IWC;\$SG#ER+/#@8\*?H8 MY11 MI|=(<"18!\*V(L?**  
**2HA&[QCB]LYEHM "K|K28Q0UG-WT=12FO!OTWL 5=T\$-/| MRN%:G6/Q\$PM%U|J9.)X|A<-CH@?F'& ).7@:|"J1-**  
**\$A"+7!O.=<<+\_JII|NZ M\_#1IU1=@44BP2M012+-47)79NO(09^-N\_!\$ M7!^I%7)DL+2>.">\_S-**  
**Z@:2SD[4!%XFBF618 M:#4IT3JQ/BEDXQ7H^7:?"**  
**MW6YB'N|!5#59BV!1,S(|ZI\*CM@:4L\$S^WK4DF9@B@B8'B2,\*W%AM3":0XKEL MYD>M!Y4ZL01!?**  
**2R+ZH'Z.GV&1A7M1\*R;"FG.\*\$Y-C?:" /P8B6\*BY=|490 MXI^"S+8J"=|\$K06S@G|8GN#\$X**  
**NG9UMW>E?'>^|G.ZK?X 0H0KS%D>1V \*:) MK1DS9VGGLD!9:Z-9&QASQ%I=/\*UB%,..**  
**M>47."\$@IXJQG.!2(S5BBO#/#"G2G=,/\*Z90@./6|AWD!/E/N"AODI\_C6" M M; 53IJY= #-**  
**STI(IL|S6G,\*M0KYCDS;08 049-.B#8CQZ5CQI<|>\*9>C12M MSV3BRN)V@B" J820< MW-**  
**QL881."GS6M^9U\*6#L3C=H:V4|SR#\$R6R2/>X2"4\*6| #\$/V/\_#|^8CVCCS M,@"6-**  
**NF3B7%A%N5U"C.,\*@E&S^@=IE,2|TOTV8L^;8 JYJ/L>2V6")XA= / M?#9.L!JNMJ' SURJ4\$p8V**  
**\*3/752PZ80HUUM0=7 &:W|!Q1A!=-%/-,+|WHY M:#AZZ?**  
**H&1\$|RNNX\$NR67'V>,\_=>CPZN|/V0AHTZ1?;ZTS| E/L>?,+U:RYSW**  
**M>^T<(M3CKW>O!+8QBTCW)R,=4|<=%9116%-K|M:>XR7O)D R4M1A" ^3K7% M-A/HL(9.<:(=FWFEG\$#?**  
**8(^A8ELQ458<7Y&3BM?O\$7S&II06(3&@;EK+6|A% MW:(ABC|L\_\*#&.5Q-J9+1?/D,@\*^HO)O9I(AW)>9-**  
**;FJS\$4S/5E:56?R 4 M#<-J.V^IY|R4>U|BOJ, YT9X\*44..9Z5)Z>);SY|I&-U| ^XO#FMT3B7#J M4U1 J**  
**YHOW=\*,EAR6M&/B3|4|Y)9N(^8D,ZG8=N1U,364U5M:/,J GX2:( MW:(1\$ J|R\*X#).OGTC?**  
**JO\$2C "KV2#9R@:CU6CS+ M# 37PI8\*8I>T2-II4>&!Y>-V<J,0+AT7C34,FF3R<|/GYZJV'L&+BRZ9NG:, MN)]**  
**<|Y?;R 3|:..B ^AK)6C0X|RY|J+\$ VG|\_0R-|J" %VO>9!X6N? T\*6: MY| 4<0BUV7T|#';6|B5;R&\$=%**  
**(8<,5Z/33/M4^# MMIWD6B)&9>2HMDWT 59JMGILZCV7.O| N\$D|\_KO,G9A#\_ GC|J7)#Y.Z#6X\***  
**MZ0QKH,S3&|PX=/A8WTXGS-W=I>O((<%.CTM"(.M,A(.Y|P|:<4B5-@KFJ%F8X M|1TGH**  
**4BZ|W)ES%JPZAZ894\*G'4A#EZ0I@BL\$5BJ%)Z); (7WRITU: ^25X?F M,|40.%C:486#|&W3=:+,?TT-**  
**9EG,6|CFE>|I\_8PD27I ^ (M%7\$93^CJ=GN|+2Z|JE-8;!VG 1X+R. +\$Q%TJ7?0W=?FH@KD?A/|JNK1%F**  
**M3L.I5K(10%ZHA&,\$8<:\$Y(IVX(|WB2E|GE4NT;H/1#\_@J;I")# 913!1D5**  
**MD'5^B\_R|JN(9E5AW0R4=&|3%)S/%TN004:L M1BBK/5V32M>A\$&RRJ7JUJ>C&J|O\$7D.OT(X\*-GGI%\_I**  
**H.2F93(T7:\$)NA( M+ 0+U|PTE8& 2@3Q!BO"0#8?R%"%DSNQ8^|YK0|6VK?MQIM%-VLLT+TLL)>;5**  
**MXN)54&S,N X,IS4:);D!,4ME:-1Q@^.5I-4;BD=N W8&8Q+ ^#F\$DQ'&|@\$ MK?U:@.+"./**  
**27.,:8S^,:RJOT'7;/)=3G+P'X2 HH E7\*!IEY +KWL>@V;T|6'7!JK:RZ45P M-**  
**BZ2.:018%E/2,E>:3\$1VP)2FJ8UGC.7&9ANW1 ^GJ04%YA!\$)%S5|1U'<^%**  
**ML354)F;P3N37KTMA.%93B6KSX)%P)K?:LG WHA.5)LE'VC(FFI<,51^@5+\$,I.H-CE6H?M#5/5+USQ>Z\$?=B.**  
**M"PI/GD>?8NT0QT!!L0T=N\$0|J|0DBZ53#5, B.EN!-J 42Y0\*8A1D\$Y#+@8VB3SNNP\_C\_H570YPD"O\$GQ;T**  
**M;XD1"P,<5\_&@SA-1Z\*1H/O \$+|@|3|I-J1N\$ M(4\$Z8=RI1%Q25T(+6D7);V@2@0")R5N|#B-HX+44J?**  
**1E2HDI%)\*FIO!8P|Z MYFQ:@=X267EBJ!6A: ^"RDJ;#QNUC^. '97YR\$)+N #-**  
**R\*\*TD5RVA+VPV&I6PVY&>6(#K6)DO^-9 M<|=K#3IY'NM0&1DLW.A!|#,7!Z%,7,T(HSGR0|Y\$2H2UH-**  
**P#4SQ?H,\*Y|TO< MJ\_\*+F"2P|6\_6\_!&H'^DZ-4IZQV!N6%E22\$#0O" @8H/)(VBJM(J^H:W@K\_M**  
**MJP2H\*6|PL3^|554D(ZZ1|9Z32ER?.#K%M:!)%J/F1-7+|VNRT="S7!HHQ)YY M(CBYEA::#EEYI=.HBOQ**  
**7UVYQ|9HRN?M,#16\$2,#|ROAUPTI\*9?>'Z MR;|TO|@71LMWOF4\*I|\_V|/W. =NM%Z#X>?,**  
**(P%A@HG7|Z@|H4,N.|?6 M2|+"Z\*6=^MP8PQ2,G3B.TC\$63!2CM"-;6L;\$SCEH+PNR9\_3@/1/82%+|C7+2**  
**MY^I|V AR2;JMY|RK|UBT: \*RN2ZXO1;XP1M)86|JW^ ^)LF%?BR|@T8'TFEX0D M--K2M NU;H-P|**  
**(W=I2&20K+"&+. W|O/.!O>QL8PK BT|Z|ZO M!O|WT.LKZ!,ASZ49!B,U,|O=(5Z|T(\$((OD&8WAJV(QC?**  
**&@>AMLX>' MX<.>PB1.MW|/5;3,\$|(->WTD8;CSW|R<8BG/4)H/\ ID>99" T|1UN4;(:**  
**MW#K)S.3|OA|XO)MYWJYBA%;IGV|LL4!F)2KT7<;A A%3FT OB7Z-4)A:' ! MZ,F8A5 ^&(0,N M#O,0LTJK-**  
**MH!TRE%Z29=@= &S(N ,:F#&#8>>P&D-.9A|P4< M%'D4:ZWL,/500 XJ/XAJ".=ZHF+@!|J108(O&**  
**|DFKG;\*F\*|@:-(YH+54 MT\*90X)44V,CQ|M90D6VETD@!T@N\$XZ52T3:C%|7)Q-OG+|B;EE4+>A#=**  
**MG8S;:ER'34A\$8%0S\*AKA80&Z|,70!H-K-FM#(UM-Y2T3C>TCS(N,0,-4.8IP MEOVX=DJML\$70**  
**\*\*"6LUK7!\*,D \_?F|JC-G ,2 M/>RV/43'.IJ#U(C-9H?;IFK?;U'>65EQWAD5HW>0E@I^6=9B|+Q14::ED^%"**  
**M&|DRJI82(C!%/.VY\$21\$Y>?;J+RF<|\*7\$C@>9+L8L:EENNJK\$>CM)T\*>B**  
**MH|/U9M3OK8G1H%H: ^ T|PF8T+!GK?E\$,R>V=SJN2!\*04L0J|JV@Q##U5H2 M5' ^ WYMA40\_321IW?2Z;**  
**L96C,XE:J=>4|0XH0@=V&Z0JBEWJ\*H|J|JSAPF?C MILPW+1EG4Z3)(%(.9X#:;)L\$V8?AA|FN^C>:T\*|1\$?**  
**GCD,9\$?'F=,Y-N@7J|< M>=LT5JZ/^0( =ZN@2>53XV6G4;+HFX=)(3+G+|">39/D\_9T(I|#,LB3-&XX M**

!R5Y!4YGN=8,R#BF#=W,XJSB1?>"5!0H,!O2Y6:4;!X/Q>4DL&H|&@PNWK MOH7COA4L9VY^#.JR|G&S\$R-  
O;J=?U8#W@^KL@":38DM.2045 MWU\*:W='OB1!/V^1Q-\$|OQ,,3K1M09'ZOBCVNGAP0@MR|Y"D0>Y-  
%!+2GW' M.M.Y4ZYD)6M^C>,Z9%\*BNKLNH;LRV:Y'EUHOV4P,V;PB#)+GEV,?;9:3#^O. M.UMN3-  
B76A>HTRU7QEPO.F!:>#LL9HJJ|(V&JR=3C#9!P-&ROHF3E281EK7C1WAJ-I5&J&DK<(-=?J+G=P/V5K  
MJS4CH|TF.(!%B|RZS,Y T>S:Q1/\$9X"GO+F!F8PIY%O.Y?R2>I\*9TQSQ:C MDI2 2G-S@Q/8:43AE9V)EI;XVM-  
LB>:(E|O|P!&TKJRXH'(-H7+.G&J1IB5# M++J"EG2YV,37(V&70,N!TW T'I:FCV:"O(40.D)ZL9-  
L3".M1ZK+TLK&6 MVL=-8/W89D):R>UE"9,HD('R8I@ A% DR\*(P+7Z.:<:QJVQCD7\$Z4NUPYV M&2 ;\_HX?  
DQN2U/>\*>[A;!FV22#V9MDYTI'2!Q=- KT|5\_T1>6"V^ MUWXZ.64>HZ.,J|-JWNV[4=M+LVGJLK]-1.  
<>+W#)C4U:-8C9MTE.JE|OP  
JN=Z|L7DB2W8L:;DM%: 6;IV&J1"G3P@0MD4+J(YDJKAZC=4KG/\$DP(JEXV\_3,9:)N-  
M4#"F<=H|Z1BNT;A4VU^|MU3&F2W6, M0M9\_O@!\*X(:5-8B@4X&PARDQ0R9YW\*HV\*+6LHC<\$MZH-  
WKL\_0VGHJU;2&H(I M\*0WU^U)7&61J;9H# OQZ'6Z\$|LXI#DM>|-13 MQ:GZI4VG@8CUVLK7" W6XA  
MRB^B0\_1[3TK\$7:=-\$YD3FJ8<" D9\*\$|+(4%UFE9Q+RN&|4NB.KF;V\$;(I72\*P9^; M78Q  
"2|\$B|:VF1J|<0|%75 H5\*29TJ0KK:PZY5V/%6I\*?UD3J\$;@-?J=JHL MKOJC7T^\$52='76HH2=\*=@:4  
!%G:B3E3@K2939IE0| M|TFR039G3BW VC(5\$|C\*N>F5!\*PF8ID8YXZ|P|=F!|#RAP=5|W(W IL6\$|  
MP5 <=EOD,H.'V 0T/:C:8'E&?"L%FF9:XC|G/S|!IC)\*6-'Z0W@+\$@.?!I?UN#4J|'8@  
M8>,T@+>@.;O.OK!E=VF/D A^.X=PZ<9:@X:|@->J#(U'AVY|6+T,I1-JO MW8G\*&WE29 :|MK8C7X\*:;>|J|>\*  
(9XO#QDFZTTD;5D-;N5 \*C|DB^;5BCIUE MS:S9ZY6Y>W,>9'DIII: CBD#1>Q6>E8>KBLO-SM-G2  
N!0/TI>WUP\$\*+ Y@ MM3 NS/BVY 9\$'50WQBG2\$1>U,40&22)Z7Q2+HHKQI Z7|.)K1KBB@C2"6(W  
MEH%K,9I=%#16#/#"1)W'O&Y?,1X7I(:6S/..@Z!0\_0N@F^%';)%^I9DKW30 MR-+K'+HP9W.?\*/?  
JV=V%&O>+|K4"#8OPSA@),URS4G!Q2B'O" M7L,)6|6MXZ3M7?2+ " ! +UM;.:IKH.ON=64'P?3%  
<&J|LQ3;.7.>69\$>=)T M,5;0KJ2KJ\*7-.5? 9ZBCI%!3!+4IU#\*H-R%M66VD'S"PE@M4OK0@RL9\$E<  
MYK0&DT:-E|0DDDHU.Q#XITP:&%M;)R-JJ-R-JO?%?-N;0L2S\*P91WEU8>= 8U M;6>898=.E0'QACDM,F^X5\*#-  
1:>@:\$X2D#L7)GZ0,M6|^\N|:\$4H|QRB|^\JF M);NJUM^@WIEMSF-  
|#,6UP&"J+&A0||%&D7(D:3G;FXA5+|IEU>K26-Q;G/E5&?EO"DUHD-FG>,/@C=7@CN(6;7X>(L-18=-  
/,&3\*EW^CB MD(YH:1'X'M)F=C+.-6|K|0T|:6|<|K:>Q>GGA7@F+>I(#C;BR'ZI>OX&N3  
MZA\$&XJ3EN\*Z))76=B>07. ^V8ZNEN1+QYZL7JJ4T0|NJK!FK0?&|OCZC)57! MJG-  
>E"TZ59Z10|T5=&0.KNL2|MR"PPCJ&|F|)ECQ@+%DGSQ+SECYG&+|AJ8 M"J-  
VS'DSX|JVD@85\*>%T4SV!;%G)O:|J,Y5M3|K&7&L\*T?UXF|Q8 -SHZJV M?)M);+:#[6]:6,CDHC\*\*27Z+C="@:-  
,PI7K|K2+A(.37 .)9UD7!=Z M=UBJ>P6FBP(G:VK5=,ZXP6VKV7 3^)KWH|U?TY61.@ZG  
M|Q0T&FM=QNKW3MA@0:6(NC#EDSBUI!<.-Y"YG/RB|H0\*ONIE:>?6?" M0>(VJ65%#.BV'=R2.D\_H  
(SNRIG01A/#M.(\$(\*X-7)JB/5|36YMB90E17%W<5-LK"9#0430KL6\*)@NDXBCP  
MW\$#Z#DI4S\*FA)V=)7.6J>J0#.|5008\$T5VSO:X)UU".<H:FYOK59\_XP<|J# MGL;V|R|,7R6C&P^4ZEB7^)9U-  
\*>>(-PWOYRWD\$K.PZQ+|#L?W&E-WTEIW8; M=Q>V\$,B+@4-7,J|R.Y 9&WB\_AQ-  
BWC>S64JTYR+Z|3,UBI+IZNU6!\_ \$ V?) M0272) 7GFS|6A6, +M#>\*+Y\*,  
|FYM1UKQ704K=9RSY2X|L'+Y->VDHQ.)| M3'(D->KU|(@SUMBXJ=2-WP) GO"  
(Z|=T.U7|0|X/S,UNK2\_KVO,|QWB?/5 M%YBWR9711|"B|FO),?5:@,8I1RK\*\*+J..!P\$%9EJHHA TXW9  
MJ|D|TA7<YU4\$8ML4DV9U#3=30N>ZE (-Q<%\_U(E(H&?|0:AQ,|T,|8Y M2VY|,L-  
^>KV1MVAN<@3VZ-PFE,-/M|X-V D"CCC8M6ZJLR59/3JCRH%>BAJ+&LH  
MFW^RDH=N18,OJ5>UUL2=FJ>32Y^UL2\$ M+?5EKD8E%|6/A|O|F,|Y@O\_BFE3BX?&?,"5QS'NZ-GD-  
2^U5T4=\*>Z(8,JS& M1;:M\*ET7G &IMV^JUZO|UAO@Z>S+9AC62X)TK<1 G6U|@S>#36.#1F%&K/ M-  
|OR|H0,A|G\*PW9,H#),4|83EUH^ (WQC7< M|J|VLP3K&)O-;|0)5514\*QNO"IE  
+/U|K< 8&L/6=39Q\$+>60=U<3J|)DS9% M);F-?  
&B<>OA<5\$X|D|/W#5%,DH|M:QB,/R3PTT2'=|SU(5@&SL&|J7^1HJH M?^0)>33I"''^R\$D'X5W'Z?=-!\_\*J-  
G\*+H8%| 9QV) <06| 4YMBX)39 J|73\*|S|)=|F7, CUHG M&-U|R\*|VU@\_N|?  
MKI,VMRL+CD"1 I+6U4^OWRA34@P+UX1^N"5V91."Y0@ M|V2VLR|IDM F6.B>EP,;B&B@|%Z2^=0G|<1?  
=Z8#,KC%U1/AT%BY>X "+=JB MAQ'N+V(+U| ^8 &QO,^>AEG|94HFC7\$|IPA ^|P&^6VZ9&UZU9K@@.:F|Q"  
M|V|\_TFPJ=\$9EV+S(2ZLUBQO6<-CV,(23FD&11"/0G+Q,..=CU)C\*,OE2&I& M2|G:\$N8N VT|  
\*FW=K!\$MEUX/Z% F3K&&0/T)JS,|W|5,U:N1KE\$IV\$OH, MOJ=M#D02+\$|BVV3<|:PM,)O&X=(<@7%MT\$0?  
=H2CH810I^N1TE:>+K)(2 MB4EF?X7+ OLI.8YI N=CM\_0Z836' <1TZM-IE|1E\$|A>>3FO-MVUS?>N\*8Y:  
M|)P^YH#F3M% D%4\*|TFDP)C|Y3?9J|-?|ZH:W8H3S|-+| (H|UDYW|J,8X MZ/-U%+AYL+7"2+E^..D|TKYA-  
Z+"YT&\$XHU1X|9D!\$@AJD|SH\$3#B07%+ \_8AGC MR:8Z|1\*OKK- MVC6M!"M&.3FIP=%4OX..9^#N-GACBP:  
(Y|S6|)<7 V|\$U8.)J0+ 0643!! MN=UF@5HC5GD/E>|JD4E>FDFFR)+D:@9I>U"AG72+&"57KC61N&!,19H-  
MZ>B+,X7)0(.,\$'/+5<4N#>5^F#?<3 A|EP0CP /7B M//Z?|T|9<2:3Z|BEKG;4P3J8"@"J3@;.Y%|J#?  
2Z\$ZT|XC/?V4|H\*\$H)&+ MV&K?|M78= \*I| X#?R/@3-FC',)-;|,8 EM%#Q=P3NYM?G(W9,-FX\_3/ EM M4+  
MV?O"E.S5=AFN,?14LMK!|007V3" M|J|7DD6.F|7=-|CL+ZUJ6DHT|OVQ)8|T3Q(D0  
F4V0QA (8T>7WNJ8>U,7V MUDZ|8|PICGW/&@|PEJ?|EY ZXQ',CD9H|213HWT))\$'0:|FUJC\*R'YJGZ|IA6  
M<"M,#D9A0/QEGVMUWMR8<^EYY|@1IJ#|K4M#6N840%63#&W|J\*P\*3J'\_<|  
M,)G^ML(J%\_U3NY(>R>LK\$4"1T8XZDDY0U2US7-O\*(,V^ %T,PR%(TY)W!,>=>  
M5074L6W319J&%H'744W+DH (.5W&WPB\_KT1=^O 21W,N6M?|J2.BPJ| M7,J4M1?  
Q0IKOQO"J+HCU,)."DDQMMPIJS\$7|7+^W%&VK>@SUM(10.TI.DKSHN M!|\*W?8#=\$W-  
0\*12^C\*T9.N 3(D:8G22EE>N%EM.P@K%,3:.\*R)JXTP8J"-N1 M9"12%75!K,;C@<31TNWU\*H.T2" T ?  
2,S,\$L\*J3N+G8"5^JX2% (6C&T/BCNKY,A;>OLY%NP&|DJ<|W\$(&(UE67K|M5CTIG19<|RW%OR2#!HP-G-  
XJ)=\*YTD96KB!Y|K27N#,X2P-S,9V@Z8 MD?64)WXBM4<-+U8W=5J17?86\$05<|A7\*NI  
MT#H96XFC1:23Z7\*N9!G+-#1<9S^M=?#JY,!%6PRH))1C(40S/6X9HU) 7D M\$8TH4A%|S03|SUJ:SW,L/E?|  
4M=A23M-MODH8,PSK5%3%2&SD(Z< LKC:D%1 M0+QD9KPQ#>3" H+8V&)I7RZ3@|4S1.3F!%7,M/9C\*5)  
M28MO=A(X7^/(1K|A8TH,^G3O?,R5VVELWJ)6B>XBJ,9U+<5VENM MBJ^|H6/#B^=)A-  
S'T9HY^7MR),#&GM!N|7Y+L(+ICDL3,YNK,|TET\$<<3 M|Q X6GL\*K2U,I:6+"J7EH^Y-)LQBW\*|P|RT#L\$  
M^@J@4W&B#;,E9(MH7,EP&N\*1>|S,|J|740,NK%,8 QNP%62IU|698TYR=-<6Z7,F(9A,KW^8DI M\$?>|-  
RR3-%,Z,3+T#QWX9+>I6@RM9C#Z|H/055?K|4,(J+TU0Y5U2HC,1 M@|M/T10GFG\*5\*% 2#E&A>?  
HHY(SO.UR0"TY|#Q M#GA1=0I7^%\_9W@A^=>,WXH8V\*#;,|XMOU,7>9FM\*(D %W(GZZOU,V.\*|1!0DJ(-3,!,T-

!9C#54!PZ@!B%OPWW>FZ(<0X'9/5" M=:3\$"/.+.+^)/I^9-S^ E%AA,;0@:  
M.FR3./U'8")7:"F1V1YO 3"UAF\$A%2%39UEDN1G%W\$|T@G+8-M MX>(C7'C'><\$3@8@'<5?  
1Z0.-5SYS\*M=J\$JMZL2.:VUJQ#C.GEA"|[#2%1>-M7F45+,9,>RU66.07LE|OT722%7672U,%<9NB M.LRFJ  
ZV",J(ZE!J\$7/VWQ+&DZ50-/28IZ%61HWM.MMJOF5TNB.FP?!\$2\$9P MR-  
,&37!YWH-G>1<7'6)2TCM8",L,4/5&3;I>9..HLKOZT)A7N?+)&(>C MAMR!.@P(66DIA+.  
T&%^UL\*S6M#+=":KNO|4"(8 D9.0D:+&|\$:00PBZ|CJE@JH6.8@C\*&|+K>VZ 11:3=.'J64V&X Y8YDHJ  
MRS.=59C|7&:U%@+599\$O+C09T&^X<9?..VN(S?%2VIKMMQU(V <DJ)T&% MF?)15WDR86,I DC|D0Z  
&Y/4'9J-OX0NA16QJ19\*L@:U9TZLH")J#>|SA-HFTT2L<%\*.CS>LSVN6D30ZP M9JU%,FDE:).|^\*SWCAG-  
S\*LY@WR&=8&9+ECH"9A\*0#PAQ-2LLIQHP|M2>(JG7M\*.<+%69DB9B))>. D E# M,Z,IM.35C0.D12U  
C,HC|PH/\$?<\$?+ "<>Q55J\$=C|#NZ\$TF3C3J4HM.|,BEO4K|JN>//5CU '\$&JY)BMZ3CK|L"DF-%)J..G^|82WB  
MN6UM\$,6|=4<5VK|XV2N^M5\*T2@KULM9Z|8+1  
M@7P744CY!+6B)1SXR4\$EJ)6 .IOCE+VBDM, M),#=-3=3;8?!"87KRG\*("01 MCB7%HEF# OX&JF#5'BFPW71  
L2D\$ZTEF&(^)B07RZ9A6|^%9(1EU,HA%,R9 M \$0J8#C|OT|+SY.E=XVH.H\$E0.:P>(\*5  
4JXAHZRN4M\*3&+3E(Z/U&JM0Q M.%X^!U>IQ#K\$CNE.R@|JN(W,6RQOW6EM|<.:YAB1TZCEMO\*F\*5?  
EJMA6M? MRV!\$JHG50>W3#L,IG(V)^&|/Z+L\$|F;4 Y/83J7\*|Y@V7UU4L9MWR#S<0."J?T5I  
M+%DTJL@7CY)D18SJ&B-\*TKC..!+6LCMDG-P#|B6,X'4ZT %OZAL% 8\$T9(F  
MX&O1J@U?)\*9" W #4>4!%&2M4RZ!6Y(>|-5S,:FW,(EE)76 &UX#I1YE, MM>4\*86&?  
G859^ORAG|7L75FV>>BV4L55\$M7PYHA\_BI.W M|8,GA5%J4S8R(5@|41?..&.67Z?OY\$|08DN<3!#  
(G1\$\*E \*2J4#2E>786D6. MR2K@LGZ/N^2<MQUP7B3I>|X3,;>.!%\$5XS6T18M\*97""B|,1N)G>  
I8>5^D04.3FJOP%)2%EQVK\$&5T:+BWHVT  
M=R0>PUNY01.6@:E16MO|3K"EV#6B0LOZ\_2Q=4G13,9!&"AFO"2R7A=/T7010  
ML)H284EI#EJKI+832\*68)>80&K.V.W|HS=?L3.V&^1JB^=\$MVF4KRT'9'8  
M,1DJK>.ZO@B\$PN|9#PKV3Y)K#G/HWB|2Z|F|P.GH8).\$EB8%)#H\_C8E'BG M/9>%DF\*6J#&DR4R-  
U|&."SE8G%52D8->(T&T<7Z1\$,.3\*VGDHYA,JDHV5\*AF MG#&#7%#2,-,|H<"HY #7|XZ>S#^YWJ|J?O|  
J@ERQJ."JP(^+@Y/-.B7 M1+,D# X@L87@6JX?XE5K8=4^=522L MD JY"HH|SRM5UA +& Q|VF>76!-  
Y3S;@&\*9&3%YI<6H1 XX|R8=,MNO> M BL6@\*EU"\$/!.5L+#+?XIF|= ?SE6)WJ "P8?\*+|SO "Z@N>3E  
ZRWVN17 MS)I0!.9K14M O@E+?P^&7PDFT4E +P,;+U|006CN\_Z QEF6((@3D,PV!8 M-G.CI|O,  
BG+4QLS>NH\_1LE|S\$O-W>9W 9Y?FA:U-%NEMAJ,E?;.CN|#^Y& M,|FHYY4+)&|\$=K@BAJFZ|  
(VY0%KXC|FWKF+!X.|%,6F6\_B7,9KUK9 .IJS@5 M '8\*2|R &,.I.<5FN|R1LL?M^U?C, "W| (PX\*O=  
"HM"2L&76LY)Z,:XDT M035YIN@DE|J,I-RZ=2KS^FR2TCD =!\_IAK1N3Q.0H7DJFM<#U^,5|F8PWYAM  
M!&OJ(V6G\*4Z0"J.3A<=8K70|J&5W6Z,MA/59ZVWK|NOA5\$.+ !M7LWU8'U M.X,6TH.2|&7^>ONIC@WP-  
,B2 W-'8VFWC#^YUBM22I>|Y)^1Z4+?@5FD ME|9,%  
A@\*N|Y"9S|8E:L@H|@JCL>3|S=CXI@UJE6R+V#=RZMD^&1)95D8 (IWH\*"+0Z)SPIK5&H66" P52,\$(-M.  
QWT,E?F=++OHW962<8 ?"\*DJV5+0L%| 06YF\*FG=VU4034 ZQ1W^|KH)&+  
MN"8T5+^JH\*H>"1>ECZ@|2RV)F3J|-2T\*Z\*LU\* D7=R6.XGN|XXG\$O'ER.E MA'B.MR^GMBACN,P|@UE1  
2>Z>G7^((GY4|"(T\*U\$12)5\$. JPA\*|U,+4M M0-K900"5\$"O)P|M\*|@EXX=1J|4K.P.\*V4CQFT/T/DS4^D1N1?  
FJ,1H@M9B; M-!;|MGZ\$|B&S(5%HL9@A@DLCX?|B5QWBU:QT"0&4S>.WN M^(8,P-3YY>Q&!4N,"21\*0\$X-  
G?9A YI -)GE06I9-|6ZHRNX,2\*A7NYL>6D|^"1ER7D6C(\*5\$W|,YXFT=U).,0|D3R&+|>+\*,Y MRR<<4\$=>-  
^35+EM#UX"!((831&K8016("&O-8>P5D<7!(T@8+<|BG60PSZ M#1+T^)VGP|J9,9^B K%>T?%?|5@P(C'  
95066821=T-BAVOA>"^G\*?@@(-MU EB#76E 2 :U1F(D.=W-12, %55X.CUPFHT0T!J"+!G=(%YD6&<-  
=H:U M=IV Q^F,Q%,A|R\$0H7HVY6^1R,|@QAP3)ZKG0. T|HEY?R|R;+."0;&B\_EUK9|0W !4H"AN|(1-3.?  
@R,^2\* 7>MLBS2^>\*Q1SI?/Y(Y)>CTB5U(Z|@UVSX^9V?|KV^T.3-QXH- #1@,4 MY|#6QD#T\$\*=%AU-  
5@%&2BTP|>,AU&/R>!.D\*^O):T0S"G-HU&O\_Q-ZS&.>| M>T?#8|X=|/1^#@/CGOSS;?\$. G|W?W=??/W-  
N2^4. J|^)M4ECK?Y1R"/M|U-1#?20%KFNAH8I75YSY22SP\_LN!"7-5/L|^"SC^R|-M&/O-R?&YCDX#  
M<4YR7L!4%G,P|/ZSCRWMW-TS|/2\*7|\_1L,|/ V-MD160R0J Q^4WYN| ||) O'G?  
54.3^VVOESI\*X92Y%O,6-7)T\*1QT?QC<,' MM,-W|L,T|S.:?BE% M9A6Q>^K\*7Q,|P4\$P/)^>|^, #AY\$PS-  
CS=/SP,|L@QX2#G|96K%KBX|SW.X  
MUZZXL|<.PO#,WX|V|6AM:X#1FWZ/O\$#2!4=|Y#%B:DL0Q/F|E^CRFFM0JL3 MR,|/TB\*O|0AG\*\*^WK:ZA?  
|N|R?#X#UWW#6J=2!Q=(@%51K,BJEV% C.(2D)/:F L"MI\*EWD48^) O| M,|129 YK\*X?=J  
X.2&M|"0^,19^2V6+6/3EADEX \*=-XIZP),F8\$W2?=PHC0FSPG6#|J#19,FQ3S%&NYTCW\*&9>DD.81D?F:  
M9+SGA;:/B!"G/M4.G:>F>FUP0-V5%>E%M\*S=\$8%GMWI/O|06'TZ'=  
DF^#MR=|V1 OH@IX"LXA,SV"(MBQ92)8(LA D10 M7@6WW|5 WOP S|09W|OU ^3I WJ^ X>7@P20?K:#  
|N|JAW|X>M|AV>|W0?O,|A# SFFKQG LY.ZLG>>1E<7&I>X=J|<+|Y|I4Y?60G| 3&90 Y270;  
MP4%.R16+TOV6|W>+6Y,IN\$?OD/"R3JNX":RJWLFV+N/Y|^\$#.GR06#|90("=R.T(\$9W|  
MBSJVG!\$O|H1(T,9XT==,T AM?Z.>0|V5HQB&.^E.I-JPEKN.L(.Y2QF%"6 M#?R10J|V5M(WP)5>P\* 4F/IE TS  
QZ^>+M M&O\$!|?/C\*3Q=I&Z>@N|W\*:J^6%.JVB<)QK|H2P0<>C/E?UUOIC?)|+|UW MUON,\*25|P= \_1X+1  
|N|WYNZ.= P|02P,\$% @+X4&63UFW" Q# @. #< M !!|E83 R,3 V-COP,65X-  
2TQ7VQO;F=F-F5R,VXN:1MY5MM,QLW\$OXN M0/|)UR#|!|DR8|-)G8,R"!D?>?8AJVTZ\*  
<#M4M)3%,+##, C)- 1(&X>7Y|M. ^MPK<| NNCD^NSWJC=+?+|S>ML4KM,|,O998-Y4P8=B46%,->-  
IV#|JKL3F@Y M,L%\$F H3YEEQ,SL|D9/T=--R,K6'..,U1,+'7NOXZ.3X 'XJ1)\*R-6| ..<\$  
MY+A96:\$R %DZ,MGA@T..+MZ\_8W>WIVI,XGZ T J|K|?O?LPF+3.X' +YIM,YJ  
M>'@Y^0RP=W=.3=GON|/GNG>6K9 MG=5"6)B:2R08;J WB%O3 S-UNOW5|\_2W\$AKS2C7DVF,W008?  
W^W ZKS|F5 M|Z^48,I2+&7 =W, L%NYZ>?M4"!&|=R^ +#?N|E VCGW"Q6'1',HNZD9KA  
M7A00|)^+80@%(>6X"C^/LGL1H0"!H(5 W8>FC,!)U K=.A|D\$PRD@S,X|N|+ M)|HL#7^>=I=+E4X\$P!G  
Q\$4:=9|ZN ZK 3Z|>I7>3WX>83HJV|<,S\$6:  
M"P4^|N|H|Q,CO>OSV690+1G>7G\_OX|D\*DL80V>ONP=>&PB9B| ?^@FGH MTUC@HKWNODO,|Q|\*  
N5SP7AD1!B6P="W2L\_87.?/GH/()|&(+W2 MS,191D<&VK197.SJ0>=BK(H^  
M354"ZAB6@L00|Q|0|0(PU,=Q"=Y6%.J8"B^09"LU!MLE\$BPFLA|JWV L'&V| M5|O,3,\$!#3|#M,VW=,&%S#-  
QFG"#=|@\*E)G-0/02NL|J0?RJ-F<)P"3 M&9P(K,3?6>D LRKB08'F -1(D! 14HS<2|T) W)%P&,Y6,B|D,2#(5"1Q  
M,.FO3\$HHB1'.LF>R0=>|JWV|MY|N|=J4-&S\*M\*JN#=:SM%\$-PF/G,E=1\*P M.YI?5.'9L%-  
N&2KJL#)!10HRS5X0Q?)D7|=#&86DL)@CAEJW9?M?<.OEC5 M80!Y\$%<1|(?S41L( NPWT

RF:COL8J9FPW)?M"2V.%\$)ODWFA9IWZS|6WZ M?Y/FO>0M\*M>4?6)&LSDU ?U)48NY% -O  
NSAFDMP34% ^ ^ ((-MAKM-IA>N56'P M@O:\$;#%\$J\$.LHOTD&<<"G4T&(H06 M4@CX>;  
(H"BAF8ASL@QU,U6D..4 L\$<%\$9(-=H#.O/RZUPX8OJ3E7W.\$2S/E&2V ( MJ^CA1N>T-  
PZ<7@NYVIATF\$)1>"I% B!07.Q5V+ #9R+2\*A\$/D79.DQ-R V!!Z M\*LE1J6U)A9THKF/DS"IE9!JN.YG2HM?>5<  
K!IZ97Z(0%T\$7?NNL&ASHJMM&8=+\*O(IE =C<'YK,4NOFA0BHTYN1"3BP\*6I@858.!MR.:IWZ7T7=QYOF-  
1 5.F.J#X"II@+ 22:H!"65:HF I EK MM0M9P%(29"8-B&"\;R  
D^)QI=;)WZI&G\*F8&GA&KO'T.%=@6#)"BO/\*E>8 MKW&5-B#\_\*&1FP(R5A8UA?&C519AM"4<(GB)PY  
AL\*C:NAFF 9%111Z7>& MTO<0#KD&@4Z-\*V&H-1^F2,L,HT B.9=QSL,\$B\*TP Q\$"1) XGJ;)Y2"7PT  
MDJ8Z9,XI2F R& +|H>T!+06?G^%V,"165GB2|9TN6N+1"YFUQ<.\*0HX-13  
MUAF&\$D<,,ZC0GJ:H)P'40W6\*+,WY>?8A91&GMR%&2)5=+!%0:0@95< MO!?!K^ "FY?M@!"K#U4 \$|  
\$R19HJ58#74:& #&TE%JL-5+0Z"@HE,J?P M(O91XJM59XX51%&C+>BDE#4EY= !%BE32 6T:WB!&  
#UPZJ7OKDHT@YMV\$:J M&>5%4H%2#J,KY,IC+-,7|S \$EN.U,D6GW-I)95?T8N=  
<,P<@HB\*&HTVM7E22^JCU7\$J-Q9N1Z|4!7B4K1,HR LN1H1'PHH&4PHKB SP\*><6,(H|\_IHL+<2Z0/7|\_JLD-  
8&I@S M9'+8GW4ZH-E=0%+ ,Z08U4&0W.SXD\*RXZ|17K,#?,OY<\*S\$ZBV/K% ^=Q\_D  
M!^\*E8Q!A\_081{ZI\*FQSMMP\*X;!!AIP3I1U1@(R DB9D=15H0XVR(2"?NV6%=-L MH&V<,X7#WFK"Q  
:9X1\$YA,R1Z,#4B'D+0VT0CL!SB@L" + 7^%W0L&:M& MVUU.?JC(K2I" CJXP>E8A1\*IV\*W"GI3\*!R2)/1\*\*"I(#0  
9Y! MMC9FG P\*Y^ S!-N.A.B(@+@9\*)=FTVJ!Q.)"IZ#WBF= #YZ"-6)X\$?; & MZ|S6^5HB@7>#& (^\$EGAA!  
>6EJ64=A!%Y+1",LB6I\*3)%5HVP\* MU NC^CO+W|=0|550,/-0LH|0\$8P2/C(O  
MNNPFS=@\$F&R,F+&YX04|YT0BXM,+-1#R G0H41S53E>\$! M^ Y0JIT=H#=>+52!X(-156Y=J(>NU\39Q5?  
\$-4"A6/;"8"CV3UH!R51D"J M%XQ9#BO"NR/HJ.KV0">^\$,"7"&JXS\*-EZ(KJL806KI>#PYV"E,"^!9 T XX  
MEJ0M!C+M>.4D2@ESH-U12HKDVA!. MC8F4EBLQR=:" ^GTF4\*U:9C"!1 M>\*\$.MR. ^&OHHGZEYZ,E-  
1@0 3RBH( EID!@EHH4A^4WRKAV%#/ P%D4 ZB MQ  
Z7%;OB0C>V&XG/00<15<9N!4916J|6|&7:#^KLM6\$:O< E-5GZF<@4=C MU E|OJJ0,94D:X.X\_@P45S\$26.  
<0& A5\_!#POU,R\$-V.0=)X0>NK%0\*D&9B12R MH-4E\*.  
I+,1%\*I91KU&HY4,!@8)C RPL4|Y%4RN|IW\*UU2H2\$#^6680^W-  
MFRV\1H06A0|Z0L8S@YZ>>C%\_WZ96.VP)YV5WGWI0?AR&ZY63('5W'((7 M3>A,%+  
+!2.:85AY5/YDJE\_8A3|1%XP26!IGM/0|@ )V(N>4,C!203&) MO|3\*E2>M?HO!DS#-+-  
|GRG5>PZDOHJ(XF@HN9&=8B ?G7>U'S>? M;R XE+O|L5#F+R0S1.-O("F \_?PUOE+;M?\_C??  
="WBI0'@?BV^7WTIVL4 M>I-:|>0<-KLF^OKX9532K00I>.?&^N=58 R&PF/1#HY??9GWKO&U,OF0  
MW0IA\*^\$M\_X?3GP=7@RL&0G% ^>W=|>5EVR&ZOKZ\_?V,WI^XUY#|C03#\* M>|%HX>'Q8A-  
G!EPW;\_ CA\*4S\Z8|6,YF5.NL2?<%W><-|@Q. ^Q?(DTE M=MUNN^R1Q%>VG"-OT7I=<.:!<9X.M-PF!?  
OK)G.S\*)NM,K"U6N3"XA535"9<&VY/M@I> M0?Q6;7.5%RJW+ +3:|BJE1\$ (1S%\$88@? |LW|\*1S^O=O\_5!+  
M P04 " OA099VH'01^A> 80 #0 &EM86=E7S P,2YJ<&>DNGDX  
M5& /S02(3&VK#^\*5BDJ.1%,)20029\$LTR9I0D\*FC)G\*FK6HE&TJ2,|H|&\$8  
MNQ"R9.QFAB+K.6&LE5\$5&R.N. "" W."S|>:IPL,MAQOA?0-+AV M|XG8-  
GD%125E+6V=70W&1H9FY@> 6I0RM+\*K3-&<+%"YV<+|E ;8%|IX#)QZ&A4= \$1D4 C4E\*?  
O'R5\$1)FMJ^N>OF=G?<^?E=4UJCKT=^,?+B&S M\|^&\_O^\*2UJ.:|FS<\*,1?|A\$MH4 .|"Z2JO^SNPX|%Y4X^  
M?U?<(\*9AU>IS9Y34.F%O@/VO|@^&I,G +V3 &JC @VL\$L5U82'X MPM((# \* &H|T:-  
<\$+\*4.R=DJ23RKDO.8 3WG.#K#E3D>RAUZ WOA?Y5,JCND8.EDMK|>#,|>Z.8/5^/27H!^>  
MIA\$M^UYULXOXSI62I;?V)^JN,1Y=,77#24\$IXPT?LJ=2RA5,TI8?398N MM\_1|4YHH4%8RXVK#T0639E-  
;H9"+O,1X?CFZJ67I\_Z#QY2URT3MQ)\*,80.A M9X>VU(LKUI94S+=O-8&L,K9.9H7@T^  
E"O=S0SBCHSM\*N&;?R->S C M\* @MX?M,X,7@\_9#+5TX390CP!9%YY8S\$Z(F=?40 YOCE|X TRVK|PO#W%..#  
MFZI> S+SI-JY F<@!#1VPN@1X ? 6K?<&L OB<25|A>="S0 E. "" |GEC(.B M&T|7<^\*8|EU9\*E9ZJF90C  
MF#5?+O@Y\*F%P|@>M, T=0|IG\$\*\*\$-1\*/7VE6,K4-\*\*#U5@4<89G3+7+ MA20"U:WTVRU SORIK:Z-  
+653/9?I %\*9"R.58ZMUWQX1=L2HTR3G,|E.QT MVV>S"HP+%V VEIA8 VF,XCZ4,)A1%"J=|| M?  
FHLN\_2|51Z)-<,'UCM ^TMF\$|5\*V6L|X=QTK52|W<-D&BI0|,268S% 2 M\*<4SK1A10NRE+X!"E%&1-  
(RD%P69=2FOGZYUMW7H#=:K+8F7Q0>FK5)\*\*1 M3R4G(1NN;C?C?  
(8,5!#F#F H14V#J0|,EHDL|R:OV\*\*RWV"3RMCPKC/LQM  
MM+ \$S7F7D5U1J5^83Z(2AB5U7#"I,W>=OZ=DKL+HV<)R!J.: A\*HU+FZC M||?|A\_0;&9 |.W#|  
M/H,I>A|#\$D1|B>|=SR>7FZ7VY-+|I,7T!Q<7|IM5 M\_K31R|3?|I=|/2+|VU(|1"Y,F|?  
\$Z74W!/\_S0WWKR2UR#FXLK"P|TORMLF2\$^GBX%@ "G/\*%E?U&|01OH9E"2 M&?=H6 @,3,!J|GJN; \$%  
3&HF2EWQ+/:!T|0UWX68/W4NCL(RH 7%>INB MO|XJ#9IR B1WLO;GZ7:L\$?W9MJ^F#^>  
(|,SZOT"7(UJBWXZC9?/7|6DQ M4(A05#9M"U=3@%I-W)SM<,Y 0#|JW9M=ZN72?;3!N%3/|  
1ZS|\_KK,YWEE,CXA M\_OL;M'C,PO1D>, #Y.%,>08CA%"#L>I-#L+60+B:O+B|IR>R  
M19|8'A!7TZ.X=|>K2|075|X0B,-00<5'2)\*T^8B&=HIXF4K-,|T,W#6!!MF) M7@&Y+I=09^J"|-  
Z56\_ZD'0@7KCI,XVI?U,I= KOZTV/MXK7,WM)368XOK@J-Y%KZ>E%"\_C,1BRO\$0'L4Q\$@5\*^93Q0I  
(+%. ^X6C MKI@@K2 OKRS|18V" 0!%J,R/><^?3XKTHV9V<#|2<+D(Z"6E=M\_V@U\_0TF9  
MF|Q&R (R.YIXB-4"6:MU1^ CTRF-6N-M\_IW(Q64E,?0'6?BT,S\_XZ&=X'  
MWDL^PH^&9E|R5,AB,!-T.?|>8>E/O^<%0?|5L7,;F0I=|(3&G3 M'E'A=S+/#S2P+ECU|+?5Z6-  
T!^U H\$%^8.K)J8IN|55\*R?X>4+SX|DCJM M'E />=S&G"6KWOXXVB(/\$--L!9.? RU|V+1A\*G!?  
(3(9M)7%)+H/^4G/\$I& MUAU)XR,V04TM.N\*#2\_E<+<0?JM/ 1!NO, "TC&\*#3#Y2,R\_ ^8T94Y0>:9=)-2^R3@  
M@AR695=|O1^Y4L!%6C-9@GN27D"7"6&J8\*(|5/K,CV3CJU,>XW!)^+?X1|J  
M\*4Z(|I30^U\*UD4R.JN.&& V"9YG,);7ISLS1.BD3.^(AO. UPZ-<58UP\$)B M|T|7GYVN#3-W\$J  
|ZWN|MV/ CTG(|6I/#W"09,KJ0|#K MO+R6#^ 9=9VOZ%A7|XJX8F)>Z+3"63D'U\*Y2!=Z>L,EO%"|@-  
ULGMYY6A5 MN%2I"/4"P:<#^6,|)7|M(RAH-QJEZ67EZ>045-65R= \*HM|354NO.+RGJ MBR-  
|WJ"X1DP1F20?SH\$RR8=@5 ,+@A\*M9X8B|4FS|7IPP,%K"0DH1#5\$.C M.Z05\*\$|E5\_1 Z\$U"\$7-5... .DGKK  
,1Q^ MOG!T#,CI.G.|/1A1,W|WX.#=74I,?|&\*(TJH4|JMA=707>A CT?V,7B|16\* M,B!^IM?5K/(:%6|JO!M  
YXWQ\$4>/BW(^BU0)\*%D, @>EA|S ;:W%-.9X"=KK1 MKOL-FSF|R,-4W%1G431\*SK!G45?U.K.H,Z0%Z\_-  
|KB9)%J \_MNE|1!UF#|PCMBI|LA5,9|25ND^@6GJU.QYS7D8%Z,MV07E)?XQ"97) F>Z  
MES8PKF=)7%AHL55K?CM%&WO+Q5I+J)^N+AWK1B7V=0& N%&|J|G0GQPC74: M0&+ "UK=R|<#+;?  
B1!6YQW^ DT)?QDI/< <|8D3X|7J-J:38(O, /NP,> MZ1T=RZF9

M.L.%+&WE,5R"Y(Z'.O.8HIG)>9PJJ8N/\*) ^LUOJI.W)6TX?\$.00.K<.EY-AJQ MYMA=C-  
J%8!A^1V1W6>K7@J0VX(&=<|J%BJZ-#)O.%^YK\*V?L FJP|WHP\$W0\$ MFW4E|JC9,J0&5/+0^J196=MF60&  
J|RR2RK&DEI#%,=Z-ZT\*&B0N^,UN3M#.7\*-OMI^6|FA M/\*RB9P,OGP\$4OKR2OK1X6IN  
7)8V.&1G1@WW^C6@JM.\*-\*YH"EAL"B" MD&(W67S?:,R2F^?1=2"4=IW>W,-)BX\_0N#5\*CO?!SZ\_ JOB-  
\_ZLFQ\$=L689" M6)-,DUYJ63&>X'SBF+KQ,.R4-L9!=,N+#01+XEL1T 80XOR\*\*TDRF,",\$#  
K%K" H&0C9P\_D>J^#.B^F"9ZY,BSF>RV|0H M6%N49S/+IN80!GF&C%FT^8J" MOT!9LX%AO6PCW\*?  
JEN3,FNG|AJHUCD?0Z MO+N2AP@JM!(-,7YF9<81DJ,+9CBP+DE3>OH\*S0J&H,05?"V)/%Z,I2^1 ME.;1B4  
J#FH RN\*(/ON(MO'BA.#>HFJ#7 ?39J/N(J%=.B/?C^(\*VO.FC| M5>ZU5/W\_,0HPT0E0C(+^WOUF&X|^U|ME  
^20SR4' \$8J@^YIK..%FX0^ MBC&?34BN8(.X&TS!1HD\*)LKL\Q)H|SN!.O-IAM;V|YYLQXM1='PEJ.?8  
M.KYHOOH|W<7\*0,F^7V\*.OAFXFS  
M(\$OCWP:+U:%Z\_U+>UGI4W0PZSWYC9/.DH|7 SB.HMYJ=0IGSGPH>J'NYZ/ M". "T7!-31LT M8!Y6V\$TF  
CJ,H7! L8J(> ,&HFB|0JBZ(O4FAO/\$D,HG^+  
MN|J92,#W#?/-9). &)!1=00HA50R!-2.>F>\$J\$6334>Z,HSCJL.B^&,<5' M#"4)FY<  
(O#L\$#G=##\$5Y,9=PBL<:Q@U3N|J6- (1S?\$. Q1%F1HG\$3= M8<\$183.P|X#Y>/#UGN07&  
J|D|VIAU2Z9X|N|1:<|O?\_JFC+LCRVULS<|8|4 M.89%&J- (72/K!2?4\*C/G07F)G6\*C|L="KXP4>  
MZ4\*N4GW#W&D\$JHE"GI|J.Y,"2YKP8JZ9J+&?UZ'30E0KJ,^Z"PBA 40JSM)& M.3.JS.C1^C,2M0R,5|D!:JZ-1  
|Y|8.^0 MUF,:9>2CXO?D OM^2HT<-W4%8+<%?J-S/.GO4221!35IS9F.DD21(&A?,(A  
M?5MK5,G6D.NK)YMO-M5H\$\*30BHT4Z^F1>WE:C#Z/WI 6?6IK,1W^RW%310  
M|QOCECE7SW+094=%4DY=NA'.B;HNMP!'O)+48\_V\*Y<"7 105VY>7X-S4"!/, M\*JTR+'1: "JV.2P",X3\_R1TWMV  
^?R02%Q6VW@CYMW9T 0GJ,YNL|Q17QX MTCW"PYWR>+VA^UNIU%QAO^&OD:JQ""JZ5TROWGGQ?  
N19+O+>@<%EX>^ M+ZL-09Z3#Z=AICL71L U:=JS>|T^&R3TSN|U\* R#21DRN?2#U%)D" T8Q  
M80H| @)\*"BIE@B6%0!K3HZV10+KT5RGBV=FCP. '6Y%OR->YR-\$H^9S&A)'  
M9)E^,9/D8J<>2B1B8W04\*XY> <+ U/M=J.HWHS; M'E\$S 6.FI9)R+/.G...?=JY-MW7V.F4+,J+?N4+/1-?  
\$CLQO-0% M,2^3#BJHDW"JXED#JT .FR.X.\*\*2"VHDON5+162& 94C)-H>(>1+5XZ,;#J|P?T(%|SV=)00\_S"16  
MIV,FPX/T1+K2F?W^G">JB^VK?L,S0:H#Y\_ZO\_U'1:/.?W19?  
1T.&OWA39XQWP71PM\*>6FK+G|VWHZ.UWS%UK;L4= F+WHJ76\_2+( M@/\_R H^E6T,@&7)14"EP?VO-  
0/XHKJ^<+ "K0B=JP3\_2MBS? \$K,=6=E^2^"  
MWMZHUMGQ94LX!7C\*JH|D)DU7AD|-1>S!Y GU\$PG99"!P@/C#6- "XA?8)=LAYY:>C'VI%:SCI60I%^SYD5<  
M&V5J@YOSI1TJC" @QV%M=<-|X6?W\$PSFZ,,P|>^&8N6\*=X#F7+8\*H\_&SIK  
M+WH^S\$@9Z0DGI=Q9|50@JUL90M"SNS1P|HG7.K 5:OLC!%8)\*0+'D%KXB,K\* M1M1H3E,J|Q\$+,;?=MK #R-  
\$|D>8XYK\*4RV|E|M-5!9|9BT%R<1E2!OJ4\$V5^ M/M#.J\_9AY'NYI>I.D:Y9 MV:M|>=:;?RZF9F|T4  
M6.1L)UX\$ IF5&@!5%X(A,D#!@1X")@EL2 (OXA.Z+/#O6ETKWC1^<06)(+X'9"(%LT  
MM\*^XR.&)J4D>> THD:#U+6CZB7:HOS|L10\_CW:8.R)YOTBC\$3/G.5+=I/1=.% PKIS>\_Z9|N MT\_P10"SXL  
L0|\_95PKK7)JAGC& J|<#%"3RY:.4L&2XFH2<?8RG A3H M?  
N4"TXAJS.8C,M="J6=&-AX8H<2C1\$X0&=/ITH^P| YJ,(9.P6NL'S26 D Q M\*B"A)@:=-F3R?T!WCI#/+/-0-@UY  
M\_6R13ZUBZI(^/0C\*2GU1#P7@UQ|RNP9BF7?AR+,,>^1-.C?O8ERB9-%\*2' MN=14@9K4@V?  
ZARM|7V91,U.HS<-T M0ZB%K"0X|'L+7.7R4H?3Z-WYQ:HK?B1JLQ%B35|8INA C\_9SI-T"1QX%6  
MB|B-0A18&H6TT+E6J8?N^XG"\$LP>R,J|4\_E9>UI=?LJDNZTYIT,1 M#=-J?"RM.(7X=4P0:!)=I:@X>I'OR?>-  
>H07@/USP/W7.S@ATC S )-B9Z M0KF<\$UQ,\$-NJ^>A.|#U 47.4MLV+BEDB,+C< /@J<00 YTN?  
HO&KT6JN#K01-\$5\$ H?(3+J1%.TB++|RE4)H&SAU34IP^\$Q 3/G M6P=O MM?=-#E?  
^/WQI8'SE\LAKTBTM40|&U061Q\*=W,&BF%Z!NOOB|?KP,5E93X= MU:YIT#/H+Q^Q=94T.  
(DT/X2)J4\_25NHQ\*,58S!# @KU?Q,W/6 DJ5=4WV M>I+616IN8?JS9,04\_1G37U00MZ.XNW&129V@  
A/9+,YS:IOJH8B1JA /@GHY MU 00K"!&D2QDW.\*L1+=F6\_B R/"\$QZ|X(V4H:AN&B=3@%"=IP%)@O)IA|1/Q  
M41?F-S|JZK M46,F8^(S0>/E !16FHL7UCWD& 5M|V.B IF,1G&8|9MD@U;BS:IBH|H@  
M.3/5!QM5"1<917YM! MU22F=,R,T,(3,Z F5J|>C#KO(&OX/|L0J:14.  
MTXLB#A>M)4=6E5@ \* OI(#08VU)SK:YN(70^SVRVSVO1CRN30>,XC>8P)%IS M6'DA>+^XR>U'D8!?  
JZJ^I?4<|KJ7)J|K\*LZDJUPI"Q8: ^TT^)RKJ|WU MW#K"PIKHYU@+ M).: A\*.  
XESDUPI\$59SIC20HH@H8V3!>RZP7,A\$0WR>6:.\*>T'5SO/H,7^ M|W9FD(6,U>2!7@6XEWPT30"AOWI<2:R  
SL2|35JBKYXZ\*|7%|P .#/UX|6P M|J|B,FL&FE=&)V"!C1,^7\_IYT008OB9G,\*Z00E.X:4A/#D0E HF3|WG1\*/WI  
M9,E#0\*Y19U,)G>VEV,Y%VB^J5S.AT#A\*|=ZL M|V%^7F..5|YXEGU9>..+@ M,=|U6DF,6W68Q?H\_-C|1;  
1|4KCW?3B&W0HEG040XT+QKB:LI:|R1/Y^Z M%+YQ"+U+-&A90"+FXE.6M57K3|0@|EE-  
#IFPOP#.BU4<8X+M%#)20:( \*\*WJ M1Z#?3NA|JX|W0!1?\*IV2W=| NPWE@O%MR|3\$PCXXJ@?  
5M|C>23.>G1F,%.:."O+6<|32 S M=|H-H)7>LE),#R:48DT5/@5Y|09\*: 'V2QSD92/D"7SACH|3'5F>%:  
(5AHD"1B,-J2N"G((C|5U MD.)"C&5,,Z0:+|A8B=&0MY5+#W\* H1OT|>^%,>+BT%XUE\*|F(Y7=E)|J|Z|R MS?  
=VEY\*14.01M|0LE>06\DRV/7E2PKDK E <\$2^GZS;."DH|NK GDBG/&J MY%C2N|P%D9C,7-.XS&KA.ZCW6/P%  
<\$ZTY\*CL8PLC\$EC, +6LHFLD| M7'B?5^+?+\$G183+CM>J5P|V.9XS.\*FH^ .15 4X1V0Z9NE^  
YB|JMEH|F'N@6/1S!193-1D63/Z!4F)Q2):7P+|\$W!\$(Y,1R M%KR#W%+\*>V9S#ADM:>-  
A?!.&L0\$@9S/!^3:H"BN: J|CLGL|3G7T|<=7%L> M> DRO6,5 %P\*UV=IOP074C|"64/D2F8,J6^JUU0|PIU-  
M#.:\$00)X2AH#&N93)R54%\*LJGEJ/1.M2! MA07JD>S0GY%0XN|\$^OB7 ZDR!)P.+ (N1)>1#&%7%ZR\*:  
@+4CH|6?N>5XU MY@Y"1\_A%O"O,SC|KRRFK@,MO)I=OJ\*#E3,>J+& L13B WW) M  
M#ZZ+^A\*748>\$W|,8CRFESA%\$8ZN<<"JWOK?|M-E>K "BH15?L@ V  
MCGN".2|24+/,REU"Y&E@J%\_S'Z3X8U2<%0I."/|EL M|6:4>J+Z|B|%0^%X.=;ZRD@QU^V,= &WQ  
0K8C09GY40 ^&@7VZ%> H M>\$^.NZ^0\_R/VL%1MR+>(ZN.:ON"KX!  
CP\$8MB1,-V<|HFR02:4%&P>G7% MKL!|X7KT(,^Y\*|1>W|0#W2.JU|I(7\*Y|SA.44B%@J@|7F?  
1"5AJ|OA!&B\*+ M+IRJ!&PS,-ZKU4LZ0CSZ 8#=-3/0:#N\$RM^&78(C9?GA ^L1! E|\$/B-5 Q3"U M|)02GU\*U?  
SZ) REMORQ\*#J3M(V.06VK4R9,L?RBX5Y)A|114\*\*"V|AS2Y L M&8XMQZ|^0Z^J\$&IA??YB,"OW<|D \$?  
N574G A%&J&W0OKVU?F.1E ^O3)| M.TZ|CV|N|2+32=-9\$DV4Z#")\*AY,OV1?=-WK,;O!1P!YQES@VV/?  
P'H\$.M.! M!VP',K(2<|I=>5810+\*@O73RM&(?AOH%&6,D|1^!UDPP=I!  
MKC%1A&%?"L3K(@V/SYV@7EP9KYGN:U,20Y&E/JE" @4^JD)V@KF@U55'P MMF,@S/J%=-005.%3388GLH?  
ZZ,1H0H'!5AQ-Z MPZ+J7/U9S^S 'M(UORUPPF MYC>& M=MKW940IW5@.J|P#,OO!P9X-G4\*0."DJPH+42A;  
(>LYT|:>|@H|GC^4)S22,3RT?ID>3|\_F449'2\_W&/10" T QVF>&.7 M"<1XQ/3R2=CY" #Q?\$.X,<%! M2I6#I%\$&:

U.@"9#8ZK\$31+\$ AF7A4Y> C8A\$,K OBAZ(W8Z42,(1B3##(&TH\*103,>7 MF-\$)%6%8BJ4"2PE2 N.-P\*LZ^T50  
"P?1B1J!J\*=2HR@R5#)>7,4.6H \*J& M.+ <#W5?7-RO>SFK-ROD(Z?T4X#D!TL5W)&ZJ,ZB)6K,BR-  
ZA>LG/&S MZ)DL/UT" -ON/#V.:N29 YAH?(OV@JUQ\*UFE^) ^=UBGIPY+ X94I,\$5! M" T>MF5NW>!QA?  
@DS:I@>=H3,7F003&JZ^O=,:0%Q!WUCZ&9)3D'(Q)>P581K2 MZ.:J"34:77#8@UT4R+.,/^\*J&K?\$\$=Y7=N-  
=AHC&0>!.06MH,:I > M2:@N1JH@8HQ "74>&P!B!9XQ=OP:(T!\$W!/\$1.CT"?D#,D!36/DU D+^E7\$  
M'&K\*F43=S H;:@ 1F(>P>!/K\$Z>PKED5ZOJ4.\*4C?\*LJH0^V,C!O5|=WT  
M#GD"UUTDO.ZV8.@JW'4YJH4!..>5FN CBV\$.S=\*=N9=-%#G")DV8!N DU!> MEDZT< Y7XVOF3G>-YCJ=1J+:S  
FG+9M,XJA.?ZTEP9L^D:"T=9Q(L(GN.>\*AY M=<1VC%\*CTKJD^I+< 6/K+6S|V&F)+3JRM>J@'!RIS...?  
K/YKO)O23ZY M!W,4AV\_A;^ M1KQLTE7ZCV'C.O-2YN#IO^=H6=150DX#H\*CW\*G\$'60&@O10I>K%\*HUQ!1  
MJ?#. <9H-2 :;VX- W0^/G04%|A'J7".M^!(JH'T\$%> "94J,FM"&B\*UZ  
M=01.GE88((J/P%\$JL(LB|^!.5"FN93E1>8=B804VP\*B2I-&#STC"9EXU74 MO(#J)'AY!QO^6ZPG\*6RLZ-  
%#%.# DLDS5RYU2'6+2 M=Z=Y#U24^%AA.G/7)E3!0EDCAE?ZM2JG@. RJ?K3.0 %C+18=J(LP?  
66 F(D>7F5U.#9#4/\*K6U<=>I@S< OS#.R EC)H)!2M1@WL0L27\*C M#.:@SI9^(\*,Y36+A|A\$X,F2K  
NV&VWMU\*/\$RTSLH(W3S, H6-U7K>U@4 M" F?AI! #0,.:WM#13  
E#!K.CDW{3,0)&:\$+4/JFR >8"509SWT+HIXKU M6GW+13(. )"&LP&T33W! M+  
I8PSA7NU!RX>LFD7@&\_77#0.)U)/0%TR)H1 T",8= /SI.F9H7G7/#?:-13US .?T..=?=!P,XB\*OSTQ\*R?  
A\*H3F90\$OY M/9\*ZV1"BTJWW:JQ6\$5%HDO\*3N0137"5 MO?#8MGH!6ON3|UD=HIBHDB!\$=R@SF+4Y-  
T:N>A\$&RK3 .P#RB MNC#2D)N@66C3G Z6AX6)G^8>ANG%J3(&+6Y9|E!\$BO '3-2ZQ/WBVB.:OK:,  
M.9T'TKU>FF?H,3.I<HASUCRU+M>L8J='E%G!P6^|614#F 0=-@\$\$ 766Z MGC/M-  
D5!COX^GX8G4P\*7/Z.B&ML6>XVHJ(JH1,+YKU30AQJ(L'D^F\*804D. M+ \$J.H+&P6:(L>;B1/N1Y"@CX  
2HCH5.8U@VO?4XZ%GXM6-6 M SHSA589C\*D�6GR\$'1&KXN6@S8=! KG?!)J,%?2WU.@TTBV//7.1<1,L"EB  
M\$8A.%0S9 %>P5/WGGX M#\$0, +>S/I, SZICIMO"HS2)WS@I@D:LE!,F 2LLST)A ^N\$F3KU+FXS:6=V  
M'NOIM+O(АЗH'V+V6WLYQ/9-G5/JRYYV@JM0XP.\*FK^3J-. /Y),B:?:Z?;L/  
MQUOI/A5JBW\*CO01/KJ=PM'P\$&?)M|E! OVEP+W^@(&\*GMR>M&|79T26 M) ^@Z\_2@,MVV,+5-  
/3&XZDXDV!GN>OF=>TC 19/PL9?;||&W @+7%6G-E%F M?P2Q"^TYYVKZ M%HC!+-  
I.E|D)U7YS3/,LY>IT6G&9%ICK&X766K6EM,,S0D3=6Q2((N2#L+U MD^+FUF P>X27.BI-|%2)Q|+ZN BN01  
/X9=E<|U14!%<|U\$- J! 34-34-|| M H(KO)(SA4S5)?;YV4UB-W.G'M.K\*2!J?=(IZ7|R'G;C=6UHSZ\$ ,5RZYE5+2  
M%LJ5YOPC(NEZ5!,PA=43N>8G0TANK78?575E5C,RH8B5&J=J%)3 Y\$OW! /O M!9T,FMQA.J84W CN!OPT- A-  
N-R5>"@|<-I0YF,K->3-3VKONV,C8ZHU1LKBY\*8,E&5-/&|K7"S.F^L M.C.##\*AYSP0=?  
5) F'X26%ZH80DEIBY%(4!.6Z(BE-6D,%68W?:TC(^|! > M7!O?#6A%\$JKZB&A5:/O+/-#?@)H0G,<>  
(L5(RZIS%\*W\$ 01C1" !F4)6|D M!\$?/W?D 'F(U\$-Q6DH"EW+1JHLC=IYU\*D6>Y-O?|Q\_5; ,5\*|Y5XVJN!"  
MLMUPQ\_GSB1>JDAI^:B\*,C"0|20|GEX606'I+&X!9NHO5WP6@SN!Y?|S|ZD; M 3\$551\$ ^/EPLTG'  
MN'N^YZ=RFCUV0=I7|W 7:0.42\*0G!?,/V<6%.!T/4%SI,7-YFWP'(.608\$JB MWF.\*ME-0+NK"\*\*%\$RJ7/S>  
M#?R^W0BX.:=I8+%"&6.4.?VO/&UJ& EUZ!45VJQ>7.Z1/ MTJW  
%J=8+SZ|F,J\*2XYS>W'9MTMTK4C1"#\$#,8C=#.1PYXJ5>^ !7H|9ZP&>I\_+'7U&14SB6X M&|H/NIFP7\*N0C?!"  
15-M\*B\$99#;"(0P5(S|/FT((660(JBPX,%(C"ME,F  
MPY7QFH)6^>1&3F=1@K=-NH\_N#WRMBOGJ^645\*\$5R,'V\*X&J2# M)TU=X-W |0EF,L|P|^\*3=%  
8ZXX94F6JG(8@,XR72.N%E9"42-&M\*BU23J M?#38?FQD) #\$H:|/NR+|GQ2WYB)BHHS\*0H ),1#T""5D8|D\_X  
I-40,<0>P% M.IGO% 4XX"(> N3JUPO+&L4DANN=QJT>T&U3"5I>N#C&/N%GJ^P-\$D5Y50)17^\$5%?#1  
MUQ)L\$V3.Q2(%S) EHJ-EQ(@=?E((30DE+|LNLKGTTR@,#+\$R%R.31U|7\$3\$0U>9%,G9C4|J449=INY@  
MTJW+,V&O\*5(I H/VF|J|U^YA@S F:BQ1@'-%PR@W7CSM5N).XO|6G !@JOD; M?!BR8(EWYC@60"J70X-  
4K+1Z+W&/IG\*,Y'F>VS-,G OB"G\$70UJZ3K+ M OS#G'F?SUBV|I.|>A3RVQY>"0Y=CUT?;?  
&X(^>H.@OW=N^ TO,YK0\$ZV9Z M60S?%SO3UL<G7ET9Y2D0#EHJ.2ZI19-6|VZ|&7B46>BMHE'Z  
M7>T^O\$?8JZW5YQJ|U,/F'A>HS2S60H3FP@=V70SEDV%,<.\*BK)D->XSD|3 M+^R OAB4#%YY\$=J-4|E5//  
+LJ/ES10|OKK+H,6"+1,6U>2 ?I'ER"\$.B\_O4 M!98A1SI-SBP%" 4U6)&U/9#AO=5,Q\*QN1BTD779HRXY/?  
7^R>IR.? "3.- MT=)0%"QIE?&>5U2|J+KKL A>H%ODOA.X7@LC"3\_G|5/^8|L\*B;Z^&P,&@ M2@Q  
Q3/UV74\*+'NU/K,O> O.R."WY2Q0P7AF)BF90&KD  
M(J8ZU30T\$K@, I:R>P|O'.JY\_#!AAV3(Y'T/<3XA+,5GZWI.#U)96LNBMX M3I-E-0L R/|K6E" E>."+OMOX-  
ITABE80.Z./N6R\*(&..SB, WU.L1&Z# M+\* FS; 'N/ OEB1OB(>|7:&6H5EW| M|L07|50-^E9P?  
S'#U9I&HOL92+IV"\$/+6-P?"&,%+0.TDHF'W0(= "V),7M  
ML1XUT,^(C|CF3C3L+^L\*X),,|U'QCY!)39JK8+^\*MXNO-D=6;J-C.B. M3/6|,|+^V,B=-N:,  
IDS".G,O\_9I/Y5WVGQ,|CTPZOOJHH&1HY1^DJ\* O,,S M0D2+Z;=Y0Y?=MVW,W(U:|  
<9/2%WDBU== IS\$Z4^ON@|0 YY^Q#.BCP)B\*H MV" @UQJ0=Z#:;ANJ-8\$M6#D0IB  
M478BS8+D)Q"0"GT,XY?^,##2,T/JH|0W9BR18G1.9K\$'4F#PE4,D\*OWV/#P MCNJMGGGYIFTU,:-  
'#!@H6&)AFWC,JD21D40 %3-\$6AFF0.'3D E+PME\*(BC MKOW)5J|D9" 9RJ\$>%  
BO|VCXJZV319,"QAJ6FUS|T8/G5|SY\$052Y-U<2)Q=7S)NT^D5>J.'71+D M BEK-!(1-Z>JLE\*7^0CGD+  
\$G5GA.>U3%3|9\$:-%\$S ^2@Z)OWP M3N\$>B JG|0T,R8!6/+>BF+Q\$2CN>CQ|P(?43|R4<5  
>4C),U/Z0>F%17/ M'PU^2L5,-8ES@NP31KH+5,)7-/5Z(\*P,&%\$CAKVF|Z/TIB= ?#2,0P6+GOC M\*0?\*3?  
H1MP\$-9\$50)W(UP?,?1AI&BR,,%1U?UX00NQXD<13\$SJ 2'38;"P? M(5?&04X\$>)-D?0,>, MK09I.(-=O'S2-  
'60\*BR2D&,-77^L%D9N"Y<%/3G4T4J O.XF6\$O#UU|"^IG" \$"L,S5P)32ZUJC^HBN 5,H6>|EF@K|N-,  
M&OM!X\*CJ<+OBUX%K8\$'8UL|= @VN)>YJ|= +0'F?\*D"0,<5"V@3)'C+ %L:!  
MY#"JA4(J91/1"OHO%7^FJX|HZ+OZ" @IF> X0NX(<.7@W4+(N7H893 M;U(^SGJYAR(10:@=   
I4^,=G|K4I,7<|L|J9D|GDHC#A:DK^:K+1|YJY=B|J M=I? 46GOR&,N|,(L|H)1^3B|J.M.PC,WYP87 MR%Z7?  
EJ>BA?T'(M>%OIS=SL|&Y2LC .,J^XEK?B)? .KRGEVP#.V,H|K)-0C>>#A#,&B: DA>,5,:?  
(2WD,@(-=H1V"Y=H|8, J&@>, W M,26&-|JOCF#4UJT2(^.%DHG6\*OU,V/M%Y&"GK+4,%LTF%9- U'8QJ7|BT(-  
& U9!!F/YK,W41=|R4=3,3.^MB |IM@W" M|UAS(GF/T810%0/5R:/@6U8WGD)J4#0.<,K?EM(<2,7G|I-  
0.93#00D8F M+O! <,G@-%V|J6/T 6D2,DO# "N\$3>.E^74V90^(-+>XM(5\_RY2&5|B, M|TE@BQ@10:DK,  
I'G0KE'I&GX60F6H(R@DS4IA| J|B:=RSJFR|1">HD+ ^GEP M'VI3(|17SY>D3^H9L: 6EA85.P%4TKV#C\* U7  
MV^VFFI GH ^,,S'-7|3C\*4CH:9JGZ>|1C1Y"Y@J%+ E"UUZL!\*1&C?M>Y,06|\_IV:|B|\_V|6ZPKE M<>Z.D?K(@+6  
\$ 4,\$X@2E &PV&LE(9QE,N/9, H:(K4#^/OJ= \*S9U\*) R MDFK)J|J'D2  
,324N"\$|J%V14|Q<4\$>X|0>V^KQ5\$LT2VRY?\*QH. J40Y%\_&|ML,06CV\$JTNLZ0V6,)J66&MX0B5

5 TR%D%C8LEM;M78(O)4+FR-MF2#M= #Q2V=5-Z#,7V% 13!J? AO; K3!6N3MUJ&KPJ6\*M \$FN': M +&.%  
(RP):B5M#I(1/&O;G!"OE%D(V)^X:807N>4:C%(F1 K50)!!J1?>-' 1>f!"JUW)YG6U|DUUE=5S2^8>Z?<  
HAA.O+ML8 M4JW9/X +L#CO/S\*>+ #D6FL538(=!7^H17ZU\_ BO+\*%6M>Q.YFIMG+ZIS M-  
>N/PY+3M^" \$20!238K (UO>=:|QX1H9F7C&S-XG%, 5AN,,!X/HE2T8R M|5. |BHLC%YOLG-(5Z  
MGC@V@.71G8E,X9.D9G\*E22MER)956"PP))\$GD?(\$LU,YYY?R|DQU-DEU\*#) MXTC?JOS@Z D?68\_C.4V34N;  
H!4W!!<3L>@%EFDCF6PLD;E WO64HAB3C\*=6> M35Q6I^W 9=>IBUGMTQD>1,  
M,ZK&A|2/Z!3M|L7,&G%,\$U2;R5)DKY|X"2@:@6E!7T4PH F#1/\*O.SOT>  
MN)K5ZV'E72(6=GZ7CH@FLE01+SO?OX=|DIT'W>&HS\$20P(S1\*L!7AGQJEOCK-BBM6H+05 XNHN M)@HR-  
6#+TXE)2830.!XH,,#58B7!8#0KF#FJ^4ZYV4!Q.S!/-DURC29I M>X#<|PPYRVR=+9^J(H-  
9T0|F6)2|X>+ & M8OB(8N).!%NXH8?| ^, !|DA81A|ZH|\*L#"A(BBL& #DG#"(|"BDX4\*|U\*A P62|J^  
MFS% ^L5N%F).1H\*35CBF.VN|HG \* G!2NT7<"R!V%ORB9 ^ M'|, +YSLVWS.MF4L5J )%?-  
|JZ=+XW+ S%Y\*F.BD40+8^\*X^)V#BWF@N4GM M;JS/A|7^X|P?C>HTMJH T2GB-5XM27),.!"-XKH  
J\$>H3A50E8J,MA#MY?J MF3N&4F5QI#|,X3JNC("+-<-\$-B>R%WNJ!9?T"!LLB%9=&K?AOC+O'+IG6'4K?,%  
GKT2!\$T#B G^JB1&=&@%85VG&B2GV4\*RH-W+D2?K'V8R&V? M:5S J% ^3RI UVZL%+?>=Z?\_  
L(C?"NTLJ|K@85H:&(| 37987JN+ ZN#A NMD'RYUTDVW 'MNC"DW?=AS|/.CZ\_XF4(\*4/9HO4Q-6((22!  
(1?:N3QLD1A.2UXKW#82V M>+R:!!#NO)%..+06B"JL,AGG.)K^R)W'QE|W& L<(" #1A(PCHW??UMJ MPOI  
WU^/NZE%&(JO\*&^I DMR%P)Y'J@:1XI) \_>5?SG!LQ7.UGS97J,1.PR^=T/PNI&|4N>"S?  
Q+."Y7%E>!/1!3E5")Z\*?S?O^&CF%,FNRF|W& MFY4>ZZI  
M;D)\*CK-.X/19'5|L%6P-.QI7.#XF1Y66 QHS|T|PS,%ZOYV%.U\$"6V\* M)8 M,A(("JT>-@/\*)-.IX|R?  
7/AAA"Y|YU1T)+S)1+N#" S^&FZACQO0HV(CAJD M/#0LR3-(O!#YGI3FS'JOK#,G#8415.'X1DH@"  
<4|< 'HW,L+=M0\$V6#BJN:GE& M#.#H .G|U)\$>Z%JEZI%UNJI ?29.%3MG?-|LYYS|MZNKPL E DKMM:  
("BI M56AV@A|H:&6TV6"2WJ MNP1F@\$XFXF| 4L02RL(\*9/6(^1EF79%>/M;E<>  
M"#"4%4\*BTH:4CV%IWCX^#"@\*B|G:1VQO BSZG,/#/6=C:(OYH@QI^CB>M4D MD#J3I6>Z|1PE-,O"41'=  
(X0?S.24\_PHL@ M?VMG\*S6,PEI M<0W)G??9I(WE|P|&S2L-\$6..H5W?M= ^IZN^?QN!U)E|  
MUF)4FWV#K\*XTF#65\*JG@RECQOPW=MO5VZQZ)>^W8Z\*O%5AUR|SGT;V;?X.M  
M(E0=;^,)EGL\*W":+VH,J|U|E4".<8%IN^K^RR,QC%FTY>W;J80| ^\$ I:=K M-  
0:TZ'8W 5VX&PH|RE#PMSSHHSX>Z|XJ4%9C(-WDBY:3IN>44GD\$'C|3X\$#R, M->\$1\$^&W)O7?#<)M.8=T.  
<>\*J=X,2>+'9!=& ?K630|L|-6%:@1#|M|J-RP M4P;J0|F|>W0\$3?  
AOA;24|GA0"S&|ZUF+50=)XG)KJ+5=|G&,@04H;S6^S" M(OJ9LKAZ?#L"/U6/D%>K|PUXVJ.?  
9N>TT2Z02QE'U@Q7J+NEJ MYRN7V V|B^=7DXVU%,AX61.8VPGM%#2KNZ,|E=)NG>7J?RE&TJ>H.%CC?+  
M?J0.W|EW|MO\*%, 0.5|77CP,3A.9U,9 V|JL)W|!@@\$"BZPB|U,5?9!O  
MM7=BRTNEU=I0+0.4|Q!ND8)5G)TRUA&(E#\*#G!"ED|(.|E|"J0X=L#7B|T M^2461KE!YW-  
G9.Z3|+BSKY@=,-| %RIJ J1EV|Q! \*M >|J?TVPE #H|JU, FDG\$S)A(WU\$0 TDCC|P(6^,6?|4.WP!:J)1 %!W/  
M-QAPXBL=.X1?U7#30R3J/X3,6" & S TI@\*4.S0P!<< Q6'<-H @4V=W,) 'MI>T6P)&KL?  
VEU@P4X. L8=Y8PS M'@+.G7UA%4C|V.8+I, +TH,J|D^T6D6C?Y.E4I(7C|D@UXV|VO7LK(3\*T4K  
MXLY.X^SP>\*AXJJGWA\$)H1D\$?=H1 LK^9=;4EDCJ MEX5)#1D?K=7YOWMK+,W7\$EK@9T16/M7'Q3/S N  
Y1C2YL(\$!-(Z| MY^T4!Y0&UY4H,(3RULA.>2L))-4(N)J-18/#A%\*4V\*0A;JR!!I+3N^-(G)KF MT+8I/+WR-10\*L  
WHB?:C(HS>K=FW M\*JS(@OJ:& 14+6;|?Q I=|A,A@ MZS+&H>9I)4YY,0X%?7W?  
P2010IGGHJ1+LY& OFOVRO=35LU("K|H.X% M204V(>"OHF4^%C|4C @F B8EOL2|,XNO#&-@  
VLOW.,C7FY&DGD=C.9 MZ6G0>IK7H=H0 0ECBHB|P,VE=Q3 &\*7P,WVX=,%+Y+ZJ>&?, 'V1H;JN  
M5/!".\*\$,-?>|LEU16/9CV|ZK| MS+|9X%,<5|CXX:X7LK?41C|:EM2>+D M+1WA7 #D2Z-V?  
Q17)0C<3|+1!+|)XJQXC!6=YC\$S1X22 JZ7S^=RDAI\*.00 5 M.C+:^7, |#;|1|0?#33!|9#I-M3^7W5S::3|20?  
8B>!\* V=B|C5- "X\$OS? M3WM J^!0>+I% ^#%P85G|)060 ,5N\*Z>^70XNZ IUD+S#+|YU,,/L/87#6\*B  
M.3>\*^2X^/#TA7.K1J\$5B<9L&RW,0G1L8YNH|JG>.V(WBW) EJTL |F9 MO%UD#T14.:L\*9.^A|LB4F2'LW-  
'2&BH-V|JN&W|(MNN+9WXJH/^)OO,? MPY=9,I! 9&07JE-NT!QJ8CRO;J|V#|I8V64N!:H M%+!UG:2'C>C-  
+2Z<,MY#P.SX9LWT##,LPSN6+ "HGH\$Y<(L<"\$ZWAR> (S#Z5W%RITS)NKQGID'W@O?  
&4WEJN5.EMS<|C\$BY&91/X6L)5."VTJ|?+S@. M&F.03 00?CY?EN\$V89#(D\$G<(D| 'C &1K 5KTL! A&WC>>9  
9I):= \$1B)C: M9>##KZ!\*(G@/K", -YF%NF>VZX+?|#^, VWTTZBF|W;R7T%0XBL>47J";|73 M8P<%!^VL<'U-  
@4L)TDR|"+|X!T^KK^EL\$A- V|T,\*| ^L72|VBP8Y 9&|HF  
MY^Y,VE09\$VV#1RT4.7R>=5TN.PKN98|X@W=EN|J" M\*N3!)M2,CV0-XN2'OU M,?  
U&8Y|1PH% /9TS1)U|"TWB,VO+^ESKNJH1\_UW?P;J1B-R9|/FU,+JER5 M"ALOAN76F-  
S& /8'9K(7Q8.12'84KD+E\*,\*1F\$D6'NO"?E^+|C70 /50N8< M#4 5'>S0|67?  
ITKW(JG0%1@H30'N((Y%"JHRM^206P|Z|J|^"MWET|Q'UE65 M0R= 5)4VH7!#CSDLZ\*WV% ?  
^0!;M"ZH|#\*I|DJ=TTVYX^\*7^)M\_1(M7 M)1!-&=|MWF7|OPX2&:)@XOHDGY&29|V1L41>S|IM(-|A7N. ^&Y#  
M6PD/3,)|^E\$J"LY, #&<=\$-VC|DKH|8K#G|(-|YV7|?"P|P.6SC?F,MM^Q  
MHNI#9G5(EZE\$IT0Z\$)MV.S3TPJ>Z|E+^60.RC.TY^M3%/(UF83H,6,649\$|ML?|#\*MGX5' 9MD8>\*J-!.:)4?  
^HQBZC+T\*\*O35FHN/7L\*D= -QEC%FS\$EK0 MF6\*9W9A30U9!!CP#!!\*4 '\$"8VP|WF/U 1,F4S\*3,31Y  
\*Z:GZ9XZ=P\_DN, M/O.RE"6FV LHO,?+KMYM@580|JH)%Q:(E\$1/GX+ \$8JGQFT MRK+;\*M+  
(16&NM14'TT9I@J\*BR,#N(D&G!++|J3521MO4?+46VHK=UW^ &< MI^+(O#>-  
CLDJ;#M\$AY,#V1CCD3HS.W5HE40>V\$NC MY,3Y6^@U%"%L( |C&47?H@!#SH9U\$-  
=RFH%P=&WYXJHTNQI NSI S#FEZ M, !OP9X/16HFC88)FJ7M^HW;O= #BKC95LDD/@H"234UTT"  
M42<\*I(Z>X+8.Q?K|8FB#\*5RW8H1|D1:#|&L1!MBG&@\*>^Z=7CTOBOJ@|9I?  
M#9,+|Z^5GET!|MO&!OT=, #+HP>|6JU9@?IS|W1YKMH-?OV|KG|R,6R>Y ME|8.)D=C)9  
M?|PC2X&,P7|L0L^&.^&?)-\*K3^+|H@|R-\*#ZQ0X7!/LX|(@ ML&.2P=,%9;LDD,URXOPVQ@E|/| "WD\*N=|B"  
WHR\$.:?>'M3L..|VKJYI|F%-MRS)EN.72 \$|+|6KC M.D%X6|J7>FTRN-  
&FE?|I#2PA#DDJ.U.9#. "O9<(U@|#V4|6JB18K.1RT3,-B MS?OYBT" ^J,6/XL\$<.CMXRY1ED=\$LAG)  
(T,Z)DL\* "V M%"E'/\$TB@S8 WG>+46K,MOD8|V5|\_2+U|T?J8> TB\*15|J0&^> .3'XI3468EY@O\_B\*T?|J&\*  
M&#J4E( H(7YS!&4KA9,8W7P13A+8?H58WL5W|C%/", OA8YLY^480?P&HN<%SC87UY5N5D>7ZC""  
MKAJQZ3,S^<5(^.G#|D6:+?"=US6MP23"CG?&7M=S|0N=|C|T/DA M^Q05M9'KO>(\$G \*F2A  
FS@(|51)I>C\*)O@. @L%EO4=7,J=Y2H1JJ9\*U4WGO^ MN,+K&,KO+G-%5,D &3>DZ)\*|6Q'B-  
|HEV&E|Y70E| ^EKZJ-AFM008=80- MZ+4(X,Z/KC.OS1P)MFPZYV)IP34|+&)>07N87DR&<(??"M\$-

P^H&!Z MKHNP ^PC\*N. @P%\$V+,UFEE 9(JE#=-8R,-!OY(#1LKYYAFE,B|P@5WGC.."  
MJ\_K,H/+4&U|H8^TFB8&9A^S&CQU%?P5^C 70JRGM :JPV \$6<+C\$JVA'\*  
MP(4/3,-52AK CI +U"ZAJA "H#1|AFEE'50\$\$HTIKR\|P R?YI,IMK? >HO5.L.4W>D-  
CMFV|QE ^"1QNS| ^U7%;15TO: SIMG8\_91|?,-?C-'# ML#<5W8C1 ^\$M?  
LOB^KI26E, QV.7P)L5B,F+I 06N=G)Y :I#->-HF %G"IBJ6G@\*@XLI339%W?8"FG\$0MJ%7V?)RI\$>Q-  
401\$F%|N MM,C./|E'T Z+JEZK>F^|Q%75R9#E!K+)X@-8ILLMC\_N9DER)VP|A\; 3DA  
MTF\$!..|JYX9@#7#WM%VJ,8^'9\$&J@%"/=-.6VM?;I,4@=EO|+?^#Y6K7 2 MOT%T|S+N+3|E=:^:9\_ "AP-|2F:-  
!G= -<3>F@CN&H.6,SD?Y,ZG\*>X.G ' MP 'MVHA@K-, 34|6/8M"Y\$G+5^UCIT\*186I!  
I\$7C6@NL#.D:S=XKE8VQWW M2\$VPI8+X,9#4+D)A&!.^E39T:  
<%8DD,I7OY|\$/^AUFQS,U@W#5)V5LB09|AZ  
M|R%QE)U^JU0H|U!"\*UTZ8!FPNJ| #^SUP\$JB\_BQC#2" #Y=PNW|M<0/V7(V!A  
M4O\_UR! M"&Z=\$, ^)J(KC\$P6!P?@XP7T|ST|)9 PZ'X"X/|S|+C4QFOP8U\* M("H9WTDD(J-  
06P.Q+E104\_7&G9I-7JD)&JB+(YO Y=-3G&); B1\_1U\_ M%"^@C\$M:NQE=I<,-+,G!MC8P?I"=R'@,AT%?  
N(.4\$Z\$X=HM7%NKRD1^'1 ME.4, PXXHC(H1?H9)\$,7V=& GGW@B&R.M.)OTF.K?"#6=R^)O=-\*F  
M"389\$WDEJ2)"9IVB?P#AL?G6,ZP! M=%8^P/YTW+!?=LV09TA\$7, M,JP|0?JOU./2TL( MU'7NTA24-%W=/"TG  
.N<|S@+JKS=&VJK5K#4/,>Y|:W<5^K2-MM2-WR=7=43E#^I<%/O1!Q% M\_PL'+"(%O5NF!USXL\*C@G-  
2=7M4P)% +EG/(F.+HL3?I4'TOJSFR/I?GFJX MYIM%>%JWJ?G#PWX)-GZ7\*#=1-HC@^ "#JV7D/O9\*D-  
#L\_0TZ4E|MF <,.U M&EFF3R\*&>DYJ,+PBRZLC9WPLAFI<%X,|?C1>GS^Z?O%Z! M/ZF!|9= NBRR(O ^=F@^"X-X=^A(F,OO%SS:@J-(A0,\*(80GP4XDR9%@9X7U M Y)XD5W%6 .FA?  
Q6@H")^POKG\*K>"RT=UEYH92H+ 2T.MT+NH.YV|\$( M%-3XF2S|L\$@W?OV| ^O7T0\$V\*SX5I\*#,>E  
T66A5YB2L0000MP&T.VFYKQV8| Q)FJ3N,A|4OP66&3 HZ>7 =-\$?GFG>1S.OS X9U2|YSJ>:B\_X|D\$>  
M8|L"/\ P%^Y9JV+97G(NX&1Y/K\$-FFKEH4XLM>(A\$H|MW\*53L5J(DZ?+&RYU,YTZTTCO&|V+%;  
6|H%U)^T-KBD9T1U1?P83+<8@J1,|!O5=?^U4D8&/8 M\$R@/W@K<81V6\$N4UA,3|ZQ5@91),2ZOX5A  
###6@4 \_T|3QZJF8JBHAM.. M#^RLP7ZM\|10^2YL&\_KRI.A\* \_7EX|RUWCWXMX+0JV<9M#J,1?M|P\_N:Z>2=  
MU3-IP-629HQSFN5#8N+C3>#?6/DBP=ZH7IRW0(?\* WIV/K@7K6)6(/QSZ M?950G1-  
+I3+V8J6+BY5^V9R+W|5TGS^/ X\_WN310FV4|W T2|3C6\_XGHFI\_MLSP&S|UNV\_GITOJC|+,-I ?  
IO'DJ3VZO.\$|K5%C|L|/10\*5!P"VA(P+8'L M\_ (%XYTF= 6QJ?YQ02/A-  
V1&%.^@>L5BUI#/SZN8@RHUA,)UOBB#==\*SR,7 M\$Z2"5YNVM#J+?0Q'9|LT.?70+>)\$A|M,-|N7-  
PF|U1M,COVP|8>.90S!% M:6MZ176#AZJMJJ/AJZ^M= -JY@TK?\*0Q.\$##Z-N?2H.C"VZG9%.^T7D,RX\_M1  
\*Y(H%D(J4JE /AU3@.CS.^:J1!50=W%N(18,TJ| #CDZA0.7T\_70Y9,J=@\*,6|S=H^CUZP MZ ;8?  
S)U0|NYBH7;"M5 %A?HH8PA>FE?NB&I|R" &\*XVM M4|N|V|4N+  
IGV@I3R+4SAD"1\*G%.H\_8"O|50JU :5K:8Y3!T^6+/2^ F) MG)J.FIE|AK:^/ >|CST\*+C3 /M;M7.%X-/#  
I90&NRR(FBAD3X|KP^RQX I<% MW|X9'T+<@KT/H\*=WN7'H2|Q\*,Q&  
<3^ED).I3U-.3NKYQZP,,B=I^J'LOB|<  
MJ1^|,7 MBTBH4,%YSK0T?,,2I7|L8/%3&BY<@(R'2=&&)??">W@TK.\*JAG MN::?^9K8M|\_%.LJ3A5?  
^Z&H?.E2<9,;%)T0FJI>,B1>A5,ZB=H|JNN M.  
I@UXUD,:3L+ZT|VN,7X9G02"6419|2WSM(J@A1F,LJ=LW:7 7=-&SP|#  
ME7H1:X" P>WB!18G%>5GMM+G0PX%HW%"^3:XWKENZ?LTSD% X+M|JTLMP|,L|\_JU^|S^ ^YW|\_S  
M?|#'\#P'|^//|Y@\$.C@974!V +|+|83\$|,6P#QDZS&G,6%>W MS|=Y3IXR==KT&3Y?^L|S^|I ?  
N" W2Y8&+50^7?CJB#5KUT6N W'+UFVW.V.T| MDE-V106I/Z?M/W PX|#AS"-9,|EY)T|FGRHH%|<DLN05-3=N  
MUMYK:&RZW\_Q KE"JU\$^>MC\_K>/X"?ZOKI-)W&WH("O<T-^C|K%IKBL& PZ M@VGAHEGQ+  
ELA05(|SX#YP0P5T4|C)J40!HT=U|VT54,%X %6L>PF+NV@T=| M\*L?@%K1W9A,:> (GL|A>7 O2CTZCAT=D  
!<A6(/\$|TP>:@A&X"DY4AXT-EP :&IQ/MD1#850+>  
MB!=UOT69,E6T%\*@25ZEO.VY>L2E,.)|HW&%P,&+X6@OR@=Z|G+|9UX^@,0 MY\*886B 0<\*M1T|T@04!  
(3)W|-@CV56PS>R^\*J.R2EZV?|Q|/ W)B20?)ZM6 M=56\$|LSQ|-S0|(^9|R#H4,Z. H&R  
1="X'DODRXB|V&=FT7.F/YH0."K/G: M%VYDXW4|K2BS,-FE>Y^#8'XR&M4VR  
I\$9FNU:WF68DND/00E|H&Q3<|F| M#NHH<@OZ% \*=?@/(7T21\*2&<:X@>P7T|H:U+YUW3B|  
".OF&OTAN'LM?B,\$ MTGPU0D9RI\*-RC8%#(/)A2#T"Z)U8CE9M;,:"G^@\$?UP\*K%;!V'KPRB^\*.1E  
M.O|01MK0M6-?"C1KY264I,-Z M5!-RJD^|IA, FN;,%Y%9+6<|(APM+<40GLYRHKCP1&  
I6@TU3%OG5@.J4" M.FQR|)-A01.OV?%D M,?2\*OK.R"V,WQ9V>GCC-8%0-  
X,|+^&+EC8Z5,0|U3@T^PM\$<%Q9ZWZ@-I|WJ\*VL.W|/NYB8FW1 ^#RS9G>AF/TD00EI?  
J"10X10\$65<|JPMOH8=J.N +%5 #25\*,^ON", M 5>U-Z6\*  
.X.C!"1'2PHQOW&2S1,4T.W5K!!"D)AOJ=VEG#23F|WUJ%?1 MH=CIM=WE^OM5!1M?B1YA1WJ,M5J>  
0F1%'OOD!C\$&7AS@T07.21HYB6,-JN M%V\$6I<8E+>9DA%2D00S,OR\$ N0(TN9E=AY"-Z>IC.:=';TJA,6  
!8? M\$\$452KDAU%PLP>W12)3D>6+K#1"0>S#|,6JOS,8M.?A75|\$MRM#R5W4# M(MR-  
GHNQK< VO|UVLL(YMP",Q.\$&B.419-LNP#W.73'P@>N|D@\_|XPR1=OZ\*(%E6?0KZ|+B=X5X MG:\*=  
(. #VLPN02\_3I.:JGF2LELIG&OFINC1WK::|J4E+Y%0CZKG9,J&?E%:T^ M1W|\_U| ^'.8(O5"?  
GEZJ9@XZ7BMEC0U^4|W<8X!V E=>S8/F)3|EL7Y9 M|00|C0R,(. +\$|461,-KQ|KF<-\$Y7|(3?  
7H<^24B" M!4\$L#!0 (-"%" M!EG6?/HB08 .+\*-.6UA9V5?,# S+FIP9^V5?U0350,7T@P@\$4( MOT'.8(L5.,!  
(^&UZ\*Q216AM!%2THJ0204|J|8(14Z=-\*076'((ME77! \*YU  
MT7\*T4%R\*9B&0!"04BN57"R9HDU:0&1)P\$H9YG=A=H|P|>|INV?ZQ9|\_IFSIF MYK|H|KF?|H|W0/3@\_P+  
|Z(U1&P+&Q0\* 8QX AT&S^>7#7.070J#?!\*>%, M%>QALSR!8 %YK%@\*T 8%G^| #^E@6,(IE  
JZ5M|EBPV&P+ #MO2 MDL-A9M|IGY@&'9^FP-'#= L>805S/3?"!R6\*9E= ?Z+|W.L3WXLJ|HYVRMG%Q  
M=7/W/Z-C^ +RX-#0E>%O,(ZKX4-&R,W147=,VV/7|SK>2WMZ?G'(@->WP MD-SLHZ)C.;D?  
YIW,W.V0%IR J./2S^Y4%9957WY3U<^O?KGFY 7U7 1<LO MC2V\*UC:|EZFY|1^ 7?  
0^Z18%)KOAX| EZK^%8DIOF)Y|1AI-9BX68,^C M\_TLN'L-EP>&P.5PS%|OBJ-F!QI%<&KC 85T,=V^FHZ?  
@D73^F+9C69KKZ:8 MW" G?>STV+LN"U=Z\$&>TYV7&=N| (H|^P?7\$'B!S6\*%Q^8!%)"\*W>0\$,11' M(&?  
X5@VXK<|N|,|+C|>I>+|!8C>/6R,-GCS8C,W1W8WJ@|YJ^XR@?3'U ML3&|3ET#0,>MS|P5@GESA:R6WVQ  
BZNXJ^F-M^W&OZOHO-I+(\*@CRM\$68L?H9?>)T MD|P!\$&7CUQO M",9,:B09\$39-  
!+M3P0@N|+1HTFCRG\*!&E^W,/#M#=':ANJWQJ"SW'F2 M(4" FUD30KO\$|JO.2/.6%X\$R&!  
(+@<@GOW>YXK+)>ES00M0L\*5|KA0"3A7\*>(&TC6)"M1Q0%3,O'9E,|F.GJ:|(RA&\_@31>=, M&?

**HS MWCJTF3Y| %.1=MNM.GR%G.C =U3)B?|2K=8> IF\*1-**

**JF3>F^P.5JHK%V>+%,T|U",HNC,1\$7WSL/I38\*,VH MS6D/UE-&?WEHPY%,:I|HB+(7.HJH?C,5,70T5H  
M1#)03Q.?)>E1JES&Z/\*2+T?>+L^NH:@M^HF34|A24.2.1'+TE!U9NJHP5>D MTN,8TXZ&F@(>&@11DM\*\*  
>YT, TMQP9IE^3&S/C\*07MZO)H KY11C\*97I# MR/19P\*MTGJIT,?<\*V0'E!7Y5M"?&M,UD4IZ8U/K(+ K(# Y  
#!X|9\$O1V9 M1,1.9%\*(4P&VG-/R63X OKO 3Y3)21D0 @1+:FCG4EB\$\$ YRQR ATPC8(M@J#.N266M1  
VWS"N&SLR|DN: )=3:<|B(^DUP2'>07?Q/C0LJKT5 K\$VK.K\*@L,6/ZL2-7+,3J/%C.SB)NM|ASY;?E>&DOWI  
C|7J6>"I|^D7@S,U,MY8YW2?>3N MJ8U@O.U"AO^9HJ3#>  
=GSZ9=ZQ34|(RM6,P+,EY7!W,JXZF^MOOA@JRHU\*O MOW"J. ^Q W7=-T\$ !W\4\$L#!!0 M ("^%!EEV,  
JF6+P< &4+-:6UA9V5?,# T+JF19^V4?U135Q,' M,TCX(5 Q0="P2/8P&\$.1 D' BE% B,("HH +@R#"&I"Z 1%!"  
JP\*4N174T5J M16U6?AB18@8\*4H6%Y8?B6A%# (6V2)+R2Z7FD1A?(EWOW>GG.G.I\$XJLW\_U  
MWG>JYPSYY/>?<>^!@.V4AP9N# 8% #OU&#('!1 ::UF.2WYB# ?P'R M", \$8B+! 1B0"40R-0X &@  
\$PW@AL@@&19&AD;+ +\$U\$P?T+X,&"(1,2-MT="01-)I-5^0"(>4NS=HPL(Y,3\*7NO|^=L|\$+?  
V67JNM8L5JCUWJ"1>8 M6J|82,6A.ZUAK&6R/->?ML" P8%,S9M#ED6U1TS/8 O|8E1 QE-  
S>&%QHNMT|6U7^IX^LK5 MOOZ:I<-,SSYHCDJJKW#QZ,1+\*Y-1/3\$Y-SSQ%YY2JE^I7F&9^D8L B#^A  
MOY+K.40R8 .,JZI !M& \$ M\*741-D%!.BRP#24)O0IT21:T?6RI=3<);ZZ@E1P)W\$5,5^\*F6YOJJH%&W %YP\$  
MCCS! FD ?:VTA91= ^YSXT4.E7%JL-V=ZY\_&(J W\$Z+O:EC8LL M4/ 9)@UGL@H/Y\$;4>  
(C9TBC|E8SLH14>EIG7&1U>WPS(X@^#8'B2K<+(H" MCD%08G&=K1V)A,.  
(N@LXHHH6\$9VF0(AN@ VJU/9(JAV"-NPT")G)I/FM< M9+X. JESL1)AS@:J|T+W\8,|F'XB&P|HF^F\*?W|H?<  
M:7B,|!TW0\*!D@!H%FFI9(%Z+HOXOCUT)0Z&XYPI9F,>@J&U\$'2%82JM M-/5U^KV=-\\$|4T!A\*Z38(=0U(VFR'C% MS=4;3F6H,BNL3)V6R8\$\*HJ&\*\*K9-JAW1>LZ>@^>9H|^?X^JE0J\$WD5V\_2  
MYLA)D9@%F2"1S-3@G"/O4H8I3Y.5+^%?=&A&XXJ^4E(7)DJSJ0P^&I+6 M.ZH|XD#>F9X9>PB6T KU3JFY  
1G?"8%L6G2+CV5'GJ2M2ISU@."(5R303J2\* MG@ /-C/UU@#@#KYBG\*/%H\*F@J6(6")  
JHOT20C!@;R YHK7V68.RK>R5:245>I# (K-M D2S\*4,T^>4.4V9\$VBOUOU"UY9J|U#^PJWRXK  
>1/0Y%Y\$^RT?M31K)&YI\_O?Z#\*&FH5,#,EJK4\*! M,/&|^?Y|ZI(JA/LX!,T|5N<=%WSU&T|Z=%PO!-  
Q=?S#JHHA\$+!Z%&N M|/GIM&<<2T0<)S"4D4RS|05?@ OT0 (U?VJ-H0,D0K+OPFJ&6G|S!T8@Z(WJ  
M@F#F#M)E&P9!D'6^?DB?D4!PNO^ =L"ODJ91AD)@N%4)@3#@= Y?SVI@^3I M\*@05Y?I?(>F6"!@2.K5E?  
(@^\*9(M)DV3"^( )GG?2C#L!L&S\$)T\_BI@U3 M\$(3SXWQ#!W+XVA3J K|J>O<,  
9+V1B|HG=W,UEZ309!,M7.#4WUJF7GIB?U MZ\$=4DRW8>OJ|WW=TX0U0W-  
(7FHT9MI.S|KH|QBB!UTN1RA56PK3G#U- MSHM89VO\*JCSIBC/DR2N|JDQ@1&D\$J->L|-  
D05-M4^ (Z%//NK|CM MIWO\*2FP4&#\$>1%\$7!%0,2=G9W0IK5.TJJD?SU-PF4-  
Y%G9W|UN:@&DS"GN6!/D6\$.0=&@' YY#^@@R?.PO\*\$T^DT90D=9GD4LR"B%F,R-M  
.BZ(\$PHJQ1+PA+H1Q4(A<8>9 V2SFSE"V"0,\*D,FRP)R>=F"S,,45W8R MAI&%4CQ&#"?JLW?  
ZTZS23A>+1:BDB6K\$/HH@D2P#6\*\*S?,3"B31+Z+1\*G&CS5?ZFR|GX\$\*XBL^-R2=38G.Z/R-"  
\*7C\$J1C,R^OD@=IT>/<(X(A,6 M9/^< "#| 1\$2<,1% R|E|=AZ:\$G.%>B4.9U5)2B30L)7GDG2EK#%O\$OJR  
M/NKLB6\*GK,F@J22LGSX-IX27B0JB%@U?+B(\*1!B"GW1)4V>D 10\$-OARK% M4-C\$?  
COML@:/ U0X(<5 /1QADXE05A5K)ZH 5B8, W|I+F'3(I>J83JONP M"!>RB,C)BNT?1U6NC<-V\_C TZ,C6'6-2Z-  
MCT,&T.)?5N MVKFPN,5JX>TU:77&7?>JZOE|@?W6I?^TH9&YVE6:0PN M6D/G.7YKHFZMUC%IM3-X-  
.JZN:7%|JH",,3S^9/3|UPVADTPX=1 W8/,KS M!AU>3X /9->H1G/+X+ "3=4=UBNM4>|2?.C!5C.?<  
O|L .NVX6DGG|JX>M0J M>:VJ.%M'M/ZM|I@MM@OW(WAST,JUY051P.S?3VKh=C M\_P#5WTV<^5M=(9/-  
M%WT Y,/@KOF+B:1J4PNL2"Z\*!K'KA'M'WB1R5.D>U(!GE16#&HM%!<"F&^MR MGON&(?9=PK#Y\*-C  
@@YL)W!789WJ#JC=RKH|W/Y@E?\*ER\$+K-D|O|T% M M8BWD6Y" D=6D)"K)NOA"!>FKQK3-  
V<3J,W^)X#R@'9NW< &/Y@<05H!Y.B M.P"1,WJ" T^61GLZ(?9.:,5M-G<|H9X/G,\_BP?  
V.%Q^M\_>T>L&23,X),TDBM5.8E5ZP5V7^'LB"Y,%?|<-V1RW.A MRR(|JG@D19&ULU5A,4^H  
M\$'X OV(V^)I,5DP"0H0"3T\$&C8 K|\$0Y=6HKER%,\$DOF<#!#X|3L3 H(B7L M M?8-)JJ??W3@%06-  
B'+=@'13S=#J\$12'T@J/F<=C M P+J1<%WOTCD4L0I>P 3|S|J"B" B)>14\$/7H5\$<|R?  
\$.|HQ%RDO\$9Z|0I<6!Z:\$/4YU|2,%|JDED!PR"V",+BLO|^.J"6!. M^?,\$CH41  
QA8D+Q3W377F.=GL31J WW\*0KE3,IK4IM,O1G, (^EOJ:(DMDG2|+^R)^  
M4@)OJY\$IT|PV9\$4|R:\$I@XD!0%=&FR85W+>QHBR^JCXD#NPU0!= N/QNXI#  
MZ:0%2D,PL4N|\*R\_SZFO!UPLL.WG02S/8+2<,.63STG&DSZT2UHV"Y&D1-DB  
M^4=70I09I.7Z8R"^F|8GP% =QG7F|Z|>SB\*,E\$FY|S4L7L|19W3T>1,3FU MEKKKM\*>AKX|MF>Q?  
4(D,&\*FIN|CQ,Y3N5>MHR-(!VJT-@QBGC14CR : MUZ,#O=I-N \*97>ZPZJ<<5&EJ?3+-  
K#7T^'5!:HUK\*9|7CH@RO&X9.MJ|U7 MFGY?NY?O207.:I+>IN<(>,8WT|+>/C2|WM5DJUV|R9>F-(  
MM70VV|KV^0605E\*RV6A|8370'RHN3%-,40FGT60FZ|G6EVWWKND5|-R3,?Z M#|J.FXA9-  
|UH3/Q%R 1JY4G>M(\*ROER|K| M9.Z)OND7|?U8J|58 &+Z.MOSH0J<|J'7/D5#9?0M>"2!O/>2>\$3RA  
Z>9\*)J5|F7.G+,Y=,54F2H.YUJTPB10\$,7BS) M%20>=O:1A.>@WVD),-(D2<'00M!  
M"VA#K!"H@<\$<2,B.R\*H!EBQG2%"OB,6A #HP(F11Y?C,:H4XZ@&A@Z. M8A4ZI '@.&HP,"EAR  
P606<>07FJ R\$/TF(O)Q:S!=#M2" C9(X60SZ53,. ^ M'R@.!-10VSE)O9C)&V#S\$&&=SPA"E@^ J06RZ+\$'(!  
PLZZ/3A4\*!JH^01TC M"DC-IOG;5E-61|2., VB\*&K, +\*#K^PR92%>)G<>D, METT?>HZ66N0-  
@)\*I#\*#9I" C@^U|S|R(0)T|+7 #)(T F\$XJ' H&V|I\_M,LM( M#6%,%A3" P4! XI.4!HV?YTB=6M F'8H+7H|P"!|  
<\*@COA,.5 JUY)T",^X M9#|XJH-%!G%"!..,JF"KD2J"CUAJ)%3=L\_E-K(OAI#DQ? A3 U|MKBNG M3@,  
(8)@2|P|>5C&X7PI6 UFHC\_7N+A\$|"JB4H0SGSIZ| C\*|S|3!,7\$P)^ ^ M@N\*30PROX.ZX1"ZG,DWQ?  
H8IY\$&F6M,(S?\*@QB2%U#PC 4\_,\_0V#,>?26P\$ MO,>+OJHK,2,\_U>CFCR<(^JN83.C&+\*&I3?!<0MHF)!)L?P?  
R20H62VAH5^ M/O@#@#)8& +/P0D\*T= O\$1J6U/J4?>1A5<,\$6\*)&=83G&U!4V|>LVV+\*.1# M|FA+\*  
BPN J>)% 1UL)J9" 6Z!N9ERW%-, ^FCF%#QJD |V%|NV\$ ^Y\$,R|SX4 M!C=A)19CYUSWS%@EBG+  
<4%1C,R8FV#8F|B|4? W68!F>!LAJ"(6 O M!BP|,KD2&0J+)>#XH#|10@%8|OYDTV\*?  
G" F#,.9N0R,K1W>P6JXZL\$8D'G@> M08AGA>Q&(+\$\$05)'-\*C|TTG"JUJK)O?C^ZTZF7H.U?  
0'D57|\_ M|OET=B'B M@MC(C+N=N6.\*KOHHF7"\$QG6"7L09=6FT2XJU8SUE=N!-.6FJ2%7\*Z76FGAV-  
HFT|IGN <7>G:49,76B-/JG,/&KWA V\*WV>WSY:(I5,W0;R4I,@ M4\$NBF#7LV<5W'O|FX|&MOR<JY0, =R%  
M>OSC6P^?YV\_&S9=J9S.YSVW/FC?/U1TF\*THN)OZZY=:&L<6->|I>NO=F1 MEOL-**

*S'BP0E8#"6I';IPS)6H)\*V,-UJ#7@)OXKKZVR+ N7I:06,YR(GFG M7(\*!CP84OM0Z\*H.2!89%>"&:Q?S?  
66+I)&Z97+%^\$W""T- Y%?R.3T)U8\$ M^U@2")O\_BB3G?\*6024AW3,^V/TW,UK,|G,7'LTE9/NM MOY7\_G-  
\*X7>T>W%\$O,Z.B6(D^D/H3IY4VOZG,.(Z2A/W?/VW7P6@L/\$ID.0L MKUX?)20Y GILG^I'MKH,K+1Z4>F-  
;5K J\*Y56'8K2X>,%+Q,;GIWQR8F/# M4\$L#!!0 ("^%!ED9I RB900 &46 5 ,&=V,BTR, #(T, #, S, 5|P  
M&ULU5A;I\*!J33\$UM8=,B"MD M0<31^NE&S8AQS\$5KD{Q) ^ 7IYWSJ?7L6^RY(\$(T< @N"YEC60  
(0V(YV"X+ M/4-4#4W7A6I?;ARII;1G,O M Z9F4DP!@L)\$ ^8^\$ <()V)ZB4""@ (DLQ0I(?)("PY-|#=P0G9!=;W2  
M5)JF,5\*XXL!^/BF^I/Q,1DB^21F> "\$>..ZUZ#RGO7E=9W ^>,&^M/X%N>+UH,2V:=SW\*M,9Q<\*+2J-  
I+C7G0>N\$LS' MV.V"4FB@^H.2F09V SENUHM.S2D\*#|7,N7(JAY>5|K7>OIT=ZK9^SY0NY M.?  
7|FIRW<;6=&9I#\\$ 85 ZJ.&ZU!V|Y4CVCF..I 11FBZT,;6H3J7MW95LG M34ENC6\*MUCMOI?  
CZ\$\$WVY5\*2Z%:JW>07!KYT?W\$+KI\_M<|N|&O1U=UZC M:OCU\$EU4|PVH%/K0GYEB= ^R>T4"S,>N6?  
0#,Z-\$3X MV@I6F8D6-I+FF09>)90&>I|JZ+550)'LHRS>Z|D;UOC 4:\$FJI.3FUQ |T/ ML,AO(GZL/?29=?  
Z) '\$MI<@=8Z- H4, UO\$=78Y\*,KGD#1CK8JWR|#>JS6,.AO=\*. 'M94 40M1UL7U R" T?|C<3\$  
MAY@IVW\$ P^EHRY+NPH'Z,>9E,Y/YY)FRI|R3/M MXS,G H%4\$! A0#% @ +X4&6?PX)O+1!@ \$ H?C' !L M (-  
&5A, #(Q, #8V."US,5JL,VYG979E(D@( M (\$(@ " 2H. 0!E83 R,3 V-C0P,65X,C,M,5JL,VYG M979EN 0 @ M " ?H0  
0!E83 R,3 V-C0P,65X-"TQ.5JL,VYG979EUA 0!E M83 R,3 V-C0P,65X-2T07VQO;F=F=F5R,VXN:1M4\$! A0#%  
@ +X4& M6=J!IT?H7@ /V\$ T ( !FW ! &EM86=E7S P,2YJ<&=0 M2P\$%" ,4 " OA0996 ^HG%(& !2" @ #0 @  
&NSP\$ M:6UA9V5?,# R+FIP9U!+ 0(4 Q0 ("^%!EG6?/:HB08 .!\* - M " 206 0!L6%G95|P, #, N.G!G4\$! A0#% @  
+X4&678S MN98O/P 90L T ( !W|P! &EM86=E7S P-"YJ<&=02P\$" M%,4 " OA099-0IK#&4\$ #!# \$0 @ \$YY \$  
,&=V M,BTR, #(T, #, S, 2YX&UL4\$! A0#% M @ +X4&65H8C1GY! 92( !4 ( !LNT! &QG=FXM,C R M-#  
S,S%?,&%B+GAM,%!+ 0(4 Q0 ("^%!ED9I RB900 &46 5 M " =IR 0!L9W9N+3(P,C0P,S,Q7W|R92YX,6002P4&  
T, #!T P =O XML 25 ea0210664-s1 Longeveron.htm.xml IDEA: XBRL DOCUMENT 0001721484 2024-01-01  
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