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AVENUE SUITE 500 NEW YORK NY 10010 Atrinsic, Inc. 20090630 NEW MOTION, INC. 20070504 MPLC, Inc.
20050608 S-1 1 forms-1.htm Â As filed with the Securities and Exchange Commission on December 19, 2024 Â
Registration Statement No. 333- Â Â Â UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549 Â Â Â FORM S-1 Â REGISTRATION STATEMENT under the SECURITIES ACT OF 1933 Â
Â Â Protagenic Therapeutics, Inc. (Exact Name of Registrant as Specified in Its Charter) Â Â Â Delaware Â 149 Fifth
Avenue, Suite 500 New York, New York 10010 212-994-8200 Â 06-1390025 (State or other jurisdiction of incorporation
or organization) Â (Address, including zip code, and telephone number, including area code, of registrantâ€™s
principal executive offices) Â (I.R.S. Employer Identification Number) Â Garo Armen Executive Chairman Protagenic
Therapeutics, Inc. 149 Fifth Avenue, Suite 500 New York, New York 10010 Â 212-994-8200 (Name, address, including
zip code, and telephone number, including area code, of agent for service) Â Â Â Copies to: Â Dean M. Colucci, Esq.
Kelly R. Carr, Esq. Duane Morris LLP 1540 Broadway New York, NY 10036 Telephone: (973) 424-2020 Â Approximate
date of commencement of proposed sale to the public: From time to time after this registration statement becomes
effective. Â If any of the securities being registered on this Form are to be offered on a delayed or continuous basis
pursuant to Rule 415 under the Securities Act of 1933 check the following box. â€™ Â If this Form is filed to register
additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list
the Securities Act registration statement number of the earlier effective registration statement for the same offering. â~
Â If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following
box and list the Securities Act registration statement number of the earlier effective registration statement for the same
offering. â~ Â If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check
the following box and list the Securities Act registration statement number of the earlier effective registration
statement for the same offering. â~ Â Indicate by check mark whether the registrant is a large accelerated filer, an
accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the
definitions of âœlarge accelerated filer,âœ âœaccelerated filer,âœ âœsmaller reporting company,âœ and
âœemerging growth companyâœ in Rule 12b-2 of the Exchange Act. Â Large accelerated filer â~ Accelerated filer â~
Â Â Â Non-accelerated filer â~ Smaller reporting company â~ Â Â Â Â Â Emerging growth company â~ Â If an
emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition
period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of
the Securities Act. â~ Â The registrant hereby amends this registration statement on such date or dates as may be
necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this
registration statement shall thereafter become effective in accordance with section 8(a) of the Securities Act of 1933, as
amended, or until the registration statement shall become effective on such date as the Securities and Exchange
Commission, acting pursuant to said section 8(a), may determine. Â Â Â Â Â THE INFORMATION IN THIS
PRELIMINARY PROSPECTUS IS NOT COMPLETE AND MAY BE CHANGED. WE MAY NOT SELL THESE SECURITIES
UNTIL THE REGISTRATION STATEMENT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION IS
EFFECTIVE. THIS PRELIMINARY PROSPECTUS IS NOT AN OFFER TO SELL THESE SECURITIES AND IS NOT
SOLICITING AN OFFER TO BUY THESE SECURITIES IN ANY STATE WHERE THE OFFER OR SALE IS NOT
PERMITTED. Â SUBJECT TO COMPLETION, DATED DECEMBER 19, 2024 Â PRELIMINARY PROSPECTUS Â Â
PROTAGENIC THERAPEUTICS, INC. Â 5,844,885 Shares of Common Stock Â The selling stockholders named in this
prospectus may use this prospectus to offer and resell from time to time up to 5,844,885 shares of our common stock,
par value \$0.0001 per share, which are comprised of (i) 1,948,295 shares (the âœSharesâœ) of our common stock
issued in a private placement on November 4, 2024 (the âœPrivate Placementâœ) pursuant to those certain Securities
Purchase Agreements by and among us and the institutional accredited investors, dated as of October 29, 2024 (the
âœSecurities Purchase Agreementsâœ), (ii) 1,948,295 shares (the âœSeries A Common Stock Warrant Sharesâœ) of
our common stock issuable upon exercise of series A common stock warrants (the âœSeries A Common Stock
Warrantsâœ) and (iii) 1,948,295 shares (the âœSeries B Common Stock Warrant Sharesâœ) and together with the Series
A Common Stock Warrant Shares, the âœCommon Stock Warrant Sharesâœ and collectively with the Shares, the
âœRegistrable Securitiesâœ) of our common stock issuable upon exercise of series B common stock warrants (the
âœSeries B Common Stock Warrantsâœ) and together with the Series A Common Stock Warrants, the âœCommon
Stock Warrantsâœ) issued in the Private Placement pursuant to the Securities Purchase Agreements. Â The Shares, the
Common Stock Warrant Shares and the Common Stock Warrants were issued to the investors in reliance upon the
exemption from the registration requirements in Section 4(a)(2) of the Securities Act of 1933, as amended (the
âœSecurities Actâœ), and Rule 506 of Regulation D promulgated thereunder. We are registering the offer and resale of
the Shares and Common Stock Warrant Shares to satisfy the provisions of that certain registration rights agreement,
dated October 29, 2024 (the âœRegistration Rights Agreementâœ), pursuant to which we agreed to register the resale
of the Shares and the Common Stock Warrant Shares. Â We are not selling any common stock under this prospectus
and will not receive any of the proceeds from the sale of shares by the selling stockholders. We will, however, receive
the net proceeds of any Common Stock Warrants exercised for cash. Â The selling stockholders identified in this
prospectus may offer the shares from time to time through public or private transactions at fixed prices, at prevailing
market prices at the time of sale, at prices related to the prevailing market price, at varying prices determined at the
time of sale, or at negotiated prices. The registration of the shares of common stock on behalf of the selling
stockholders, however, does not necessarily mean that any of the selling stockholders will offer or sell their shares
under this registration statement or at any time in the near future. We provide more information about how the selling
stockholders may sell their shares of common stock in the section entitled âœPlan of Distributionâœ on page 42. Â The
selling stockholders will bear all commissions and discounts, if any, attributable to the sale or disposition of the shares,
or interests therein and all costs, expenses and fees in connection with the registration of the shares. We will not be
paying any underwriting discounts or commissions in this offering or costs, expenses, and fees in connection with the
registration of the shares of common stock described in this prospectus. We will pay the expenses of registering the
shares. Â Our common stock is traded on The Nasdaq Capital Market under the symbol âœPTIX.âœ On December 18,
2024, the last reported sale price of our common stock was \$0.642 per share. Â We may amend or supplement this
prospectus from time to time by filing amendments or supplements as required. You should read the entire prospectus
and any amendments or supplements carefully before you make your investment decision. Â An investment in our

common stock involves a high degree of risk. See “Risk Factors” on page 10 of this prospectus for more information on these risks. Neither the U.S. Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities, or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense. The date of this prospectus is , 2024. TABLE OF CONTENTS PROSPECTUS SUMMARY 5 THE OFFERING 9 RISK FACTORS 10 SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS 34 USE OF PROCEEDS 35 MARKET FOR OUR COMMON STOCK 35 DIVIDEND POLICY 35 SELLING SECURITY HOLDERS 36 DESCRIPTION OF CAPITAL STOCK 40 PLAN OF DISTRIBUTION 42 DISCLOSURE OF COMMISSION POSITION ON INDEMNIFICATION FOR SECURITIES ACT LIABILITIES 44 LEGAL MATTERS 44 EXPERTS 44 WHERE YOU CAN FIND ADDITIONAL INFORMATION 44 INCORPORATION OF CERTAIN INFORMATION BY REFERENCE 45 3 You should read this prospectus and any applicable prospectus supplement before making an investment in the securities of Protagenic Therapeutics, Inc. See “Where You Can Find More Information” for more information. You should rely only on the information contained in this prospectus or a prospectus supplement. The Company has not authorized anyone to provide you with different information. This document may be used only in jurisdictions where offers and sales of these securities are permitted. You should assume that information contained in this prospectus, or in any prospectus supplement, is accurate only as of any date on the front cover of the applicable document. Our business, financial condition, results of operations and prospects may have changed since that date. Unless otherwise noted in this prospectus, “Protagenic Therapeutics,” “Protagenic,” “the Company,” “we,” “us,” “our” and similar terms refer to Protagenic Therapeutics, Inc. Smaller Reporting Company - Scaled Disclosure Pursuant to Item 10(f) of Regulation S-K promulgated under the Securities Act of 1933, as amended (the “Securities Act”), as indicated herein, we have elected to comply with the scaled disclosure requirements applicable to “smaller reporting companies,” including providing two years of audited financial statements. 4 PROSPECTUS SUMMARY This summary highlights some information from this prospectus. It may not contain all the information important to making an investment decision. You should read the following summary together with the more detailed information regarding our Company and the securities being sold in this offering, including in the section titled “Risk Factors” and other information incorporated by reference herein. Our Company We are a biopharmaceutical company specializing in the discovery and development of therapeutics to treat stress-related neuropsychiatric and mood disorders. Our proprietary, patent-protected, first-in-class lead compound, PT00114, is a synthetic form of Teneurin Carboxy-terminal Associated Peptide (“TCAP”), an endogenous brain signaling peptide that can dampen overactive stress responses. Our preclinical models have demonstrated efficacy of PT00114 in animal models of depression, anxiety, substance abuse & addiction, and PTSD. PT00114 leverages a completely novel mechanism of action. Protagenic owns exclusive, worldwide rights to PT00114 through its license agreement with the University of Toronto and has an exclusive right to license additional intellectual property generated by Dr. David Lovejoy’s lab at University of Toronto. Additionally, the company is engaged in the research & development of follow-on compounds in the TCAP family. Extensive publications in peer-reviewed scientific journals underline the central role stress plays in the onset and proliferation of neuropsychiatric disorders like depression, anxiety, substance abuse & addiction, and PTSD. The mechanism of action of TCAP suggests that it counterbalances stress overdrive at the cellular level within the brain’s stress response cascade. TCAP works to alleviate the harmful behavioral, biochemical, and physiological effects of these disorders, while simultaneously restoring brain health. This mechanism has been corroborated in preclinical animal models of the psychiatric disorders listed above. Preclinical experiments required for IND filing have been completed. The Company is in the process of answering regulatory questions in the US and Germany. As we have transitioned into a clinical-stage company, we currently aim to complete certain key strategic and tactical milestones over the coming two years: — Rapidly advance our lead product candidate, PT00114, through clinical trials in treatment resistant depression, substance use disorder, generalized anxiety disorder, and/or post-traumatic stress disorder — Develop additional product candidates from the TCAP family to build out a broad pipeline of assets with differentiated features using our unique expertise with this mechanism — Explore efficacy in additional stress-related neuropsychiatric and mood disorders beyond initially targeted indications — Facilitate long-term growth by building a nimble R&D, operational, clinical and commercial team — Proactively assess strategic partnership opportunities including in important international markets — Continue with our strategy of strengthening our IP position in this important novel field of neuropsychiatry Our principal offices are located at 149 Fifth Avenue, Suite 500, New York, New York 10010. Our web address is www.protagenic.com. We make available, free of charge through our website, our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) of the Securities Exchange Act of 1934, as amended, as soon as reasonably practicable after we electronically file or furnish such materials to the Securities and Exchange Commission, or SEC. In addition, you may read and copy any materials we file with the SEC at its Public Reference Room at 100 F Street, NE, Washington, DC 20549, on official business days during the hours of 10:00 am to 3:00 pm. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC maintains an Internet site, www.sec.gov that contains reports, proxy and information statements, and other information that we file electronically with the SEC. All statements made in any of our securities filings, including all forward-looking statements or information, are made as of the date of the document in which the statement is included, and we do not assume or undertake any obligation to update any of those statements or documents unless we are required to do so by law. 5 Implications of Being a Smaller Reporting Company We are a “smaller reporting company” as defined in the Securities Exchange Act of 1934, as amended (the “Exchange Act”). We may take advantage of certain of the scaled disclosures available to smaller reporting companies until the last day of the fiscal year in which (i) the market value of our common stock held by non-affiliates exceeds \$250 million as of the end of that year’s second fiscal quarter and our annual revenue exceeds \$100 million during such completed fiscal year, or (ii) the market value of our common stock held by non-affiliates exceeds \$700 million, regardless of our annual revenue, as of the end of that year’s second fiscal quarter. Risk Factors Summary Below is a summary of material factors that make an investment in our securities speculative or risky. Importantly, this summary does not address all of the risks and uncertainties that we face. Additional discussion of the risks and uncertainties summarized in this risk factor summary, as well as other risks and uncertainties that we face, can be found under “Risk Factors” in this prospectus. The below summary is qualified in its entirety by that more complete discussion of such risks and uncertainties. You should consider carefully the risks and uncertainties described under “Risk Factors” in this prospectus and in Part I, Item 1A of this Annual Report on Form 10-K as part of your evaluation of the risks associated with an investment in our securities. Risks Related to Our Financial Condition and

Capital Requirements — The Company's financial statements have been prepared on a going concern basis, and do not include adjustments that might be necessary if the Company is unable to continue as a going concern. — If we continue to incur operating losses and fail to obtain the capital necessary to fund our operations, we will be unable to advance our development programs, complete our clinical trials, or bring products to market, or may be forced to reduce or cease operations entirely. In addition, any capital obtained by us may be obtained on terms that are unfavorable to us, our investors, or both. — Unstable market and economic conditions may have serious adverse consequences on our ability to raise funds, which may cause us to cease or delay our operations. — Risks Related to Clinical Development and Regulatory Approval — Our results to date provide no basis for predicting whether any of our product candidates will be safe or effective, or receive regulatory approval. — We may not be able to initiate and complete preclinical studies and clinical trials for our product candidates which could adversely affect our business. — If we experience delays or difficulties in the enrollment of subjects to our clinical trials, our receipt of necessary regulatory approvals could be delayed or prevented, which could materially affect our financial condition. — If the market opportunities for our current and potential future drug candidates are smaller than we believe they are, our ability to generate product revenues will be adversely affected and our business may suffer. — 6 — Risks Related to Our Reliance on Third Parties — We have no experience in sales, marketing and distribution and may have to enter into agreements with third parties to perform these functions, which could prevent us from successfully commercializing our product candidates. — Data provided by collaborators and other parties upon which we rely have not been independently verified and could turn out to be inaccurate, misleading, or incomplete. — We rely on third parties to conduct our non-clinical studies and our clinical trials. If these third parties do not successfully carry out their contractual duties or meet expected deadlines, we may be unable to obtain regulatory approval for or commercialize our current product candidates or any future products, on a timely basis or at all, and our financial condition will be adversely affected. — Risks Related to Commercialization of Our Product Candidates — We have no experience as a company in commercializing any product. If we fail to obtain commercial expertise, upon product approval by regulatory agencies, our product launch and revenues could be delayed. — We may not be able to gain market acceptance of our product candidates, which would prevent us from becoming profitable. — We may not be able to manufacture our product candidates in clinical or commercial quantities, which would prevent us from commercializing our product candidates. — Disputes under key agreements or conflicts of interest with our scientific advisors or clinical investigators could delay or prevent development or commercialization of our product candidates. — Risks Related to Our Intellectual Property — We may not be able to maintain our exclusive worldwide license to use and develop PT00114 which could materially affect our business plan. — Risks Related to Our Business Operations and Industry — If we are not able to retain our current senior management team and our scientific advisors or continue to attract and retain qualified scientific, technical and business personnel, our business will suffer. — We may encounter difficulties in managing our growth, which could adversely affect our operations. — Healthcare reform measures could adversely affect our business. — Our business and operations are vulnerable to computer system failures, cyber-attacks or deficiencies in our cyber-security, which could increase our expenses, divert the attention of our management and key personnel away from our business operations and adversely affect our results of operations. — Failure to comply with health and data protection laws and regulations could lead to government enforcement actions (which could include civil or criminal penalties), private litigation or adverse publicity and could negatively affect our operating results and business. — If we, our CROs or our IT vendors experience security or data privacy breaches or other unauthorized or improper access to, use of, or destruction of personal data, we may face costs, significant liabilities, harm to our brand and business disruption. — If we do not comply with laws regulating the protection of the environment and health and human safety, our business could be adversely affected. — 7 — Risks Associated to our Common Stock — We may fail to qualify for continued listing on Nasdaq which could make it more difficult for investors to sell their shares.. — Our common stock is a "Penny Stock" subject to specific rules governing its sale to investors that could impact its liquidity. — The market price of our common stock may be volatile, which could lead to losses by investors and costly securities litigation. — If we fail to maintain an effective system of internal controls, we may not be able to accurately report our financial results or detect fraud. Consequently, investors could lose confidence in our financial reporting and this may decrease the trading price of our stock. — Investors may experience dilution of their ownership interests because of the future issuance of additional shares of our common stock. — Our common stock is controlled by insiders. — We do not intend to pay dividends for the foreseeable future and may never pay dividends. — Our certificate of incorporation allows for our board to create new series of preferred stock without further approval by our stockholders, which could adversely affect the rights of the holders of our common stock. — 8 — THE OFFERING — Issuer — Protagenic Therapeutics, Inc. — Common stock offered by the selling stockholders — 5,844,885 shares of common stock. — Terms of the offering — The selling stockholders and any of their pledgees, assignees and successors-in-interest may, from time to time, sell any or all of their shares covered hereby on Nasdaq or any other stock exchange, market or trading facility on which the shares are traded or in private transactions. These sales may be at fixed or negotiated prices. See "Plan of Distribution." — Common stock to be outstanding after this offering, assuming cash exercise of the Common Stock Warrants — 11,039,908 — Use of proceeds — We will not receive any of the proceeds from any such shares of common stock offered by this prospectus. We will, however, receive the net proceeds of any Common Stock Warrants exercised for cash. We expect to use the proceeds received from the exercise of the Common Stock Warrants, if any, for working capital purposes. See "Use of Proceeds" on page 35 of this prospectus for additional information. — Nasdaq Capital Market symbol — Our shares of common stock are traded on The Nasdaq Capital Market under the symbol "PTIX". — Risk factors — Investing in our securities involves a high degree of risk. See "Risk Factors" on page 10 of this prospectus or incorporated herein by reference to read about factors that you should consider carefully before buying our securities. — The number of shares of our common stock to be outstanding immediately after this offering as shown above is based on 7,143,318 shares of common stock outstanding as of December 10, 2024 and excludes: — 1,953,491 shares of common stock issuable upon the exercise of options outstanding as of December 10, 2024 at a weighted average exercise price of \$5.36 per share; and — 942,566 shares of common stock issuable upon the exercise of warrants outstanding as of December 10, 2024 at a weighted average exercise price of \$19.47 per share. — Except as otherwise indicated, all information in this prospectus assumes no exercise of the outstanding options described above. — 9 — RISK FACTORS — Investing in our securities involves a high degree of risk. Before deciding whether to invest in our securities, you should consider carefully the risks and uncertainties described below, as well as the risks discussed under the heading "Risk Factors" contained in our Annual Report on Form 10-K for the year ended December 31, 2023 as well as subsequent

filings with the SEC, and as incorporated by reference herein, and as the same may be amended, supplemented or superseded by the risks and uncertainties described under similar headings in the other documents that are filed after the date hereof and incorporated by reference herein. The risks described in these documents are not the only ones we face, but those that we consider to be material. There may be other unknown or unpredictable economic, business, competitive, regulatory or other factors that could have material adverse effects on our future results. Past financial performance may not be a reliable indicator of future performance, and historical trends should not be used to anticipate results or trends in future periods. If any of these risks actually occurs, our business, financial condition, results of operations or cash flow could be seriously harmed. This could cause the trading price of our common stock to decline, resulting in a loss of all or part of your investment. Please also read carefully the section herein titled “Special Note Regarding Forward-Looking Statements” on page 34.

Risks Related to Our Financial Condition and Capital Requirements

The Company’s financial statements have been prepared on a going concern basis, and do not include adjustments that might be necessary if the Company is unable to continue as a going concern. The Company’s consolidated financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. As of September 30, 2024, the Company had incurred significant operating losses since inception, and continues to generate losses from operations, and has an accumulated deficit of \$34,749,473. Based on its cash resources and positive working capital as of September 30, 2024 the Company does not have sufficient resources to fund its operations past twelve months. Because the Company has insufficient resources on hand to fund operations through the next twelve months, the Company believes that there is substantial doubt in its ability to continue as a going concern. We have a history of losses and expect that losses may continue in the future. We have generated net losses since we began operations, including \$5,000,497 and \$3,555,505 for the years ended December 31, 2023 and December 31, 2022, respectively. As of September 30, 2024, we had an accumulated deficit of \$34,749,473. We have no approved products and have generated no product revenue. We expect that product development, preclinical and clinical programs will increase losses significantly over the next five years. In order to achieve profitability, we will need to generate significant revenue. We cannot be certain that we will generate sufficient revenue to achieve profitability. We anticipate that we will continue to generate operating losses and negative cash flow from operations. We cannot be certain that we will ever achieve, or if achieved, maintain profitability. If our revenue grows at a slower rate than we anticipate or if our product development, marketing and operating expenses exceed our expectations or cannot be adjusted accordingly, our business, results of operation and financial condition will be materially adversely affected, and we may be unable to continue operations. We will not be able to generate product revenue unless and until one of our product candidates successfully completes clinical trials and receives regulatory approval. As our most advanced product candidates are at an early proof-of-concept stage, we do not expect to receive revenue from any product candidate for the foreseeable future. We may seek to obtain revenue from collaboration or licensing agreements with third parties. We currently have no such agreements which will provide us with material, ongoing future revenue and we may never enter into any such agreements. Even if we eventually generate revenues, we may never be profitable, and if we do achieve profitability, we may not be able to sustain or increase profitability on a quarterly or annual basis. We need to obtain financing in order to continue our operations. On a prospective basis, we will require both short-term financing for operations and long-term capital to fund our expected growth. We have no existing bank lines of credit and have not established any definitive sources for additional financing. Additional financing may not be available to us, or if available, then it may not be available upon terms and conditions acceptable to us. If adequate funds are not available, then we may be required to delay, reduce or eliminate product development or clinical programs. Our inability to take advantage of opportunities in the industry because of capital constraints may have a material adverse effect on our business and our prospects. If we fail to obtain the capital necessary to fund our operations, we will be unable to advance our development programs and complete our clinical trials.

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In addition, our research and development expenses could exceed our current expectations. This could occur for many reasons, including:

- some or all of our product candidates fail in clinical or preclinical studies and we are forced to seek additional product candidates;
- our product candidates require more extensive clinical or preclinical testing than we currently expect;
- we advance more of our product candidates than expected into costly later stage clinical trials;
- we advance more preclinical product candidates than expected into early stage clinical trials;
- we are required, or consider it advisable, to acquire or license rights from one or more third parties; or
- we determine to acquire or license rights to additional product candidates or new technologies.

While we expect to seek additional funding through public or private financings, we may not be able to obtain financing on acceptable terms, or at all. In addition, the terms of our financings may be dilutive to, or otherwise adversely affect, holders of our common stock. We may also seek additional funds through arrangements with collaborators or other third parties. These arrangements would generally require us to relinquish rights to some of our technologies, product candidates or products, and we may not be able to enter into such agreements, on acceptable terms, if at all. If we are unable to obtain additional funding on a timely basis, we may be required to curtail or terminate some or all of our development programs, including some or all of our product candidates. If we continue to incur operating losses and fail to obtain the capital necessary to fund our operations, we will be unable to advance our development programs, complete our clinical trials, or bring products to market, or may be forced to reduce or cease operations entirely. In addition, any capital obtained by us may be obtained on terms that are unfavorable to us, our investors, or both.

Developing a new drug and conducting clinical trials and the regulatory review processes involves substantial costs. We have projected cash requirements for the near term based on a variety of assumptions, but some or all of such assumptions are likely to be incorrect and/or incomplete, possibly materially in an adverse direction. Our actual cash needs may deviate materially from those projections, changes in market conditions or other factors may increase our cash requirements, or we may not be successful even in raising the amount of cash we currently project will be required for the near term. We will need to raise additional capital in the future; the amount of additional capital needed will vary as a result of a number of factors, including without limitation the following:

- receiving less funding than we require;
- higher than expected costs to manufacture our product candidates;
- higher than expected costs for preclinical testing;
- an increase in the number, size, duration, and/or complexity of our clinical trials;
- slower than expected progress in developing PT00114, or other product candidates, including without limitation, additional costs caused by program delays;
- higher than expected costs associated with attempting to obtain regulatory approvals, including without limitation additional costs caused by additional regulatory requirements or larger clinical trial requirements;
- higher than expected personnel, consulting or other costs, such as adding personnel or industry expert consultants or pursuing the licensing/acquisition of additional assets; and
- higher than expected costs to protect our intellectual property

portfolio or otherwise pursue our intellectual property strategy. Â When we attempt to raise additional financing, there can be no assurance that we will be able to secure such additional financing in sufficient quantities or at all. We may be unable to raise additional capital for reasons including, without limitation, our operational and/or financial performance, investor confidence in us and the biopharmaceutical industry, credit availability from banks and other financial institutions, the status of current projects, and our prospects for obtaining any necessary regulatory approvals. Potential investors' capital investments may have shifted to other opportunities with perceived greater returns and/or lower risk thereby reducing capital available to us, if available at all. Â In addition, any additional financing might not be available, and even if available, may not be available on terms favorable to us or our then-existing investors. We will seek to raise funds through public or private equity offerings, debt financings, corporate collaboration or licensing arrangements, mergers, acquisitions, sales of intellectual property, or other financing vehicles or arrangements. To the extent that we raise additional capital by issuing equity securities or other securities, our then-existing investors will experience dilution. If we raise funds through debt financings or bank loans, we may become subject to restrictive covenants, our assets may be pledged as collateral for the debt, and the interests of our then-existing investors would be subordinated to the debt holders or banks. In addition, our use of and ability to exploit assets pledged as collateral for debt or loans may be restricted or forfeited. To the extent that we raise additional funds through collaboration or licensing arrangements, we may be required to relinquish significant rights (including without limitation intellectual property rights) to our technologies or product candidates, or grant licenses on terms that are not favorable to us. If we are not able to raise needed funding under acceptable terms or at all, then we will have to reduce expenses, including the possible options of curtailing operations, abandoning opportunities, licensing or selling off assets, reducing costs to a point where clinical development or other progress is impaired, or ceasing operations entirely. Â We have a limited operating history, expect to incur significant operating losses, and have a high risk of never being profitable. Â We commenced operations in February 2016 through a reverse merger and have a limited operating history. Therefore, there is limited historical financial or operational information upon which to evaluate our performance. Our prospects must be considered in light of the uncertainties, risks, expenses, and difficulties frequently encountered by companies in their early stages of operations. Many if not most companies in our industry at our stage of development never become profitable and are acquired or go out of business before successfully developing any product that generates revenue from commercial sales or enables profitability. Â As of September 30, 2024, we have incurred an accumulated deficit of \$34,749,473. We expect to continue to incur substantial operating losses over the next several years for the clinical development of our current and future licensed or purchased product candidates. Â 12 Â Â The amount of future losses and when, if ever, we will become profitable are uncertain. We do not have any products that have generated any revenues from commercial sales, and do not expect to generate revenues from the commercial sale of products in the near future, if ever. Our ability to generate revenue and achieve profitability will depend on, among other things, successful completion of the development of our product candidates; obtaining necessary regulatory approvals from the FDA and international regulatory agencies; establishing manufacturing, sales, and marketing arrangements with third parties; obtaining adequate reimbursement by third-party payers; and raising sufficient funds to finance our activities. If we are unsuccessful at some or all of these undertakings, our business, financial condition, and results of operations are expected to be materially and adversely affected. Â As a recently established public reporting company, we are subject to SEC reporting and other requirements, which will lead to increased operating costs in order to meet these requirements. Â Unstable market and economic conditions may have serious adverse consequences on our ability to raise funds, which may cause us to cease or delay our operations. Â From time to time, global and domestic credit and financial markets have experienced extreme disruptions, including severely diminished liquidity and credit availability, declines in consumer confidence, declines in economic growth, increases in unemployment rates, and uncertainty about economic stability. Our financing strategy will be adversely affected by any such economic downturn, volatile business environment and continued unpredictable and unstable market conditions. If the equity and credit markets deteriorate, it may make a debt or equity financing more difficult to complete, costlier, and more dilutive. Failure to secure any necessary financing in a timely manner and on favorable terms will have a material adverse effect on our business strategy and financial performance, and could require us to cease or delay our operations. Â Risks Related to Clinical Development and Regulatory Approval Â Our results to date provide no basis for predicting whether any of our product candidates will be safe or effective, or receive regulatory approval. Â The Company's proprietary portfolio of five new neuropeptide hormones are in various stages of research and preclinical evaluation and their risk of failure is high. It is impossible to predict when or if any of our neuropeptide hormones will prove effective or safe in humans or will receive regulatory approval. These compounds may not demonstrate in patients the chemical and pharmacological properties ascribed to them in laboratory studies, and they may interact with human biological systems or other drugs in unforeseen, ineffective or harmful ways. If we are unable to discover or successfully develop drugs that are effective and safe in humans, we will not have a viable business. Â We may not be able to initiate and complete preclinical studies and clinical trials for our product candidates which could adversely affect our business. Â We must successfully initiate and complete extensive preclinical studies and clinical trials for our product candidates before we can receive regulatory approval. Preclinical studies and clinical trials are expensive and will take several years to complete and may not yield results that support further clinical development or product approvals. Conducting clinical studies for any of our drug candidates for approval in the United States requires filing an IND and reaching agreement with the FDA on clinical protocols, finding appropriate clinical sites and clinical investigators, securing approvals for such studies from the independent review board at each such site, manufacturing clinical quantities of drug candidates, supplying drug product to clinical sites and enrolling sufficient numbers of participants. We cannot guarantee that we will be able to successfully accomplish all of the activities necessary to initiate and complete clinical trials. Â As a result, our preclinical studies and clinical trials may be extended, delayed or terminated, and we may be unable to obtain regulatory approvals or successfully commercialize our products. Â 13 Â Â The drug development and approval process is uncertain, time-consuming and expensive. Â The process of obtaining and maintaining regulatory approvals for new therapeutic products is lengthy, expensive and uncertain. It also can vary substantially based on the type, complexity, and novelty of the product. We must provide the FDA and foreign regulatory authorities with preclinical and clinical data demonstrating that our products are safe and effective before they can be approved for commercial sale. Clinical development, including preclinical testing, is a long, expensive and uncertain process. It may take us several years to complete our testing, and failure can occur at any stage of testing. Any preclinical or clinical test may fail to produce results satisfactory to the FDA. Preclinical and clinical data can be interpreted in different ways, which could delay, limit or prevent regulatory approval. Negative or inconclusive results from a preclinical study or clinical trial, adverse medical events during a

clinical trial or safety issues resulting from products of the same class of drug could cause a preclinical study or clinical trial to be repeated or a program to be terminated, even if other studies or trials relating to the program are successful. Â The regulatory approval process is costly and lengthy and we may not be able to successfully obtain all required regulatory approvals. Â The preclinical development, clinical trials, manufacturing, marketing and labeling of pharmaceuticals are all subject to extensive regulation by numerous governmental authorities and agencies in the United States and other countries. We must obtain regulatory approval for each of our product candidates before marketing or selling any of them. It is not possible to predict how long the approval processes of the FDA or any other applicable federal or foreign regulatory authority or agency for any of our products will take or whether any such approvals ultimately will be granted. The FDA and foreign regulatory agencies have substantial discretion in the drug approval process, and positive results in preclinical testing or early phases of clinical studies offer no assurance of success in later phases of the approval process. Generally, preclinical and clinical testing of products can take many years and require the expenditure of substantial resources, and the data obtained from these tests and trials can be susceptible to varying interpretations that could delay, limit or prevent regulatory approval. If we encounter significant delays in the regulatory process that result in excessive costs, this may prevent us from continuing to develop our product candidates. Any delay in obtaining, or failure to obtain, approvals could adversely affect the marketing of our products and our ability to generate product revenue. The risks associated with the approval process include: Â — failure of our product candidates to meet a regulatory agency's requirements for safety, efficacy and quality; Â — limitation on the indicated uses for which a product may be marketed; Â — unforeseen safety issues or side effects; and Â — governmental or regulatory delays and changes in regulatory requirements and guidelines. Â Even if we receive regulatory approvals for marketing our product candidates, if we fail to comply with continuing regulatory requirements, we could lose our regulatory approvals, and our business would be adversely affected. Â The FDA continues to review products even after they receive initial approval. If we receive approval to commercialize any product candidates, the manufacturing, marketing and sale of these drugs will be subject to continuing regulation, including compliance with quality systems regulations, good manufacturing practices, adverse event requirements, and prohibitions on promoting a product for unapproved uses. Enforcement actions resulting from our failure to comply with government and regulatory requirements could result in fines, suspension of approvals, withdrawal of approvals, product recalls, product seizures, mandatory operating restrictions, criminal prosecution, civil penalties and other actions that could impair the manufacturing, marketing and sale of our potential products and our ability to conduct our business. Â Even if we are able to obtain regulatory approvals for any of our product candidates, if they exhibit harmful side effects after approval, our regulatory approvals could be revoked or otherwise negatively impacted, and we could be subject to costly and damaging product liability claims. Â Even if we receive regulatory approval for our product candidates, we will have tested them in only a small number of patients during our clinical trials. If our applications for marketing are approved and more patients begin to use our product, new risks and side effects associated with our products may be discovered. As a result, regulatory authorities may revoke their approvals; we may be required to conduct additional clinical trials, make changes in labeling of our product, reformulate our product or make changes and obtain new approvals for our and our suppliers' manufacturing facilities. We might have to withdraw or recall our products from the marketplace. We may also experience a significant drop in the potential sales of our product if and when regulatory approvals for such product are obtained, experience harm to our reputation in the marketplace or become subject to lawsuits, including class actions. Any of these results could decrease or prevent any sales of our approved product or substantially increase the costs and expenses of commercializing and marketing our product. Â 14 Â If we experience delays or difficulties in the enrollment of subjects to our clinical trials, our receipt of necessary regulatory approvals could be delayed or prevented, which could materially affect our financial condition. Â Identifying, screening and enrolling patients to participate in clinical trials of our product candidates is critical to our success, and we may not be able to identify, recruit, enroll and dose a sufficient number of patients with the required or desired characteristics to complete our clinical trials in a timely manner. The timing of our clinical trials depends on our ability to recruit patients to participate as well as to subsequently dose these patients and complete required follow-up periods. Â In addition, we may experience enrollment delays related to increased or unforeseen regulatory, legal and logistical requirements at certain clinical trial sites. These delays could be caused by reviews by regulatory authorities and contractual discussions with individual clinical trial sites. Any delays in enrolling and/or dosing patients in our planned clinical trials could result in increased costs, delays in advancing our product candidates, delays in testing the effectiveness of our product candidates or in termination of the clinical trials altogether. Â Patient enrollment may be affected if our competitors have ongoing clinical trials with products for the same indications as our product candidates, and patients who would otherwise be eligible for our clinical trials instead enroll in our competitors' clinical trials. Patient enrollment may also be affected by other factors, including: Â — coordination with clinical research organizations to enroll and administer the clinical trials; Â — coordination and recruitment of collaborators and investigators at individual sites; Â — size of the patient population and process for identifying patients; Â — design of the clinical trial protocol; Â — eligibility and exclusion criteria; Â — perceived risks and benefits of the product candidates under study; Â — availability of competing commercially available therapies and other competing products' clinical trials; Â — time of year in which the trials are initiated or conducted; Â — severity of the diseases under investigation; Â — ability to obtain and maintain subject consents; Â — ability to enroll and treat patients in a timely manner; Â — risk that enrolled subjects will drop out before completion of the trials; Â — proximity and availability of clinical trial sites for prospective patients; Â — ability to monitor subjects adequately during and after treatment; and Â — patient referral practices of physicians. Â 15 Â Our inability to enroll a sufficient number of patients for clinical trials would result in significant delays and could require us to abandon one or more clinical trials altogether. Enrollment delays in these clinical trials may result in increased development costs for our product candidates, which could materially affect our financial condition. Â New federal laws or regulations on drug importation could make lower cost versions of our future products available, which could adversely affect our revenues, if any. Â The prices of some drugs are lower in other countries than in the United States because of government regulation and market conditions. Under current law, importation of drugs into the United States is generally not permitted unless the drugs are approved in the United States and the entity that holds that approval consents to the importation. Various proposals have been advanced to permit the importation of drugs from other countries to provide lower cost alternatives to the products available in the United States. In addition, the MMA requires the Secretary of Health and Human Services to promulgate regulations for drug re-importation from Canada into the United States under some circumstances, including when the drugs are sold at a lower price than in the United States. Â If the laws or regulations are changed to permit the importation of drugs into the United States in

circumstances that are currently not permitted, such a change could have an adverse effect on our business by making available lower priced alternatives to our future products. Â Failure to obtain regulatory and pricing approvals in foreign jurisdictions could delay or prevent commercialization of our products abroad. Â If we succeed in developing any products, we intend to market them in the European Union and other foreign jurisdictions. In order to do so, we must obtain separate regulatory approvals and comply with numerous and varying regulatory requirements. The approval procedure varies among countries and can involve additional testing. The time required to obtain approval abroad may differ from that required to obtain FDA approval. The foreign regulatory approval process may include all of the risks associated with obtaining FDA approval and additional risks associated with requirements particular to those foreign jurisdictions where we will seek regulatory approval of our products. We may not obtain foreign regulatory approvals on a timely basis, if at all. Approval by the FDA does not ensure approval by regulatory authorities in other countries, and approval by one foreign regulatory authority does not ensure approval by regulatory authorities in other foreign countries or by the FDA. We and our collaborators may not be able to file for regulatory approvals and may not receive necessary approvals to commercialize our products in any market outside the United States. The failure to obtain these approvals could materially adversely affect our business, financial condition and results of operations. Â It is uncertain whether product liability insurance will be adequate to address product liability claims, or that insurance against such claims will be affordable or available on acceptable terms in the future. Â Clinical research involves the testing of new drugs on human volunteers pursuant to a clinical trial protocol. Such testing involves a risk of liability for personal injury to or death of patients due to, among other causes, adverse side effects, improper administration of the new drug, or improper volunteer behavior. Claims may arise from patients, clinical trial volunteers, consumers, physicians, hospitals, companies, institutions, researchers, or others using, selling, or buying our products, as well as from governmental bodies. In addition, product liability and related risks are likely to increase over time, in particular upon the commercialization or marketing of any products by us or parties with which we enter into development, marketing, or distribution collaborations. Although we are contracting for general liability insurance in connection with our ongoing business, there can be no assurance that the amount and scope of such insurance coverage will be appropriate and sufficient in the event any claims arise, that we will be able to secure additional coverage should we attempt to do so, or that our insurers would not contest or refuse any attempt by us to collect on such insurance policies. Furthermore, there can be no assurance that suitable product liability insurance (at the clinical stage and/or commercial stage) will continue to be available on terms acceptable to us or at all, or that, if obtained, the insurance coverage will be appropriate and sufficient to cover any potential claims or liabilities. Â 16 Â Â If the market opportunities for our current and potential future drug candidates are smaller than we believe they are, our ability to generate product revenues will be adversely affected and our business may suffer. Â Our understanding of the number of people who suffer from stress-related indications, including, but not limited to: treatment resistant depression (â€œTRDâ€), which is a subgroup of major depressive disorder (â€œMDDâ€); addiction, recidivism, or substance use disorder (â€œSUDâ€); anxiety, including generalized anxiety disorder (â€œGADâ€), and post-traumatic stress disorder (â€œPTSDâ€) is based upon estimates. These estimates may prove to be incorrect, and new studies may demonstrate or suggest a lower estimated incidence or prevalence of this condition. The number of patients in the U.S. or elsewhere may turn out to be lower than expected, may not be otherwise amenable to PT00114 treatment, or treatment-amenable patients may become increasingly difficult to identify and access, all of which would adversely affect our business prospects and financial condition. Â Risks Related to Our Reliance on Third Parties Â We may not be able to obtain and maintain the third party relationships that are necessary to develop, commercialize and manufacture some or all of our product candidates. Â We expect to depend on collaborators, partners, licensees, clinical research organizations, manufacturers and other third parties to support our discovery efforts, to formulate product candidates, to conduct clinical trials for some or all of our product candidates, to manufacture clinical and commercial scale quantities of our product candidates and products and to market, sell, and distribute any products we successfully develop. Â We cannot guarantee that we will be able to successfully negotiate agreements for or maintain relationships with collaborators, partners, licensees, clinical investigators, manufacturers and other third parties on favorable terms, if at all. If we are unable to obtain or maintain these agreements, we may not be able to clinically develop, formulate, manufacture, obtain regulatory approvals for or commercialize our product candidates, which will in turn adversely affect our business. Â We expect to expend substantial management time and effort to enter into relationships with third parties and, if we successfully enter into such relationships, to manage these relationships. In addition, substantial amounts of our expenditures will be paid to third parties in these relationships. However, we cannot control the amount or timing of resources our contract partners will devote to our research and development programs, product candidates or potential product candidates, and we cannot guarantee that these parties will fulfill their obligations to us under these arrangements in a timely fashion, if at all. Â We have no experience in sales, marketing and distribution and may have to enter into agreements with third parties to perform these functions, which could prevent us from successfully commercializing our product candidates. Â We currently have no sales, marketing or distribution capabilities. To commercialize our product candidates, we must either develop our own sales, marketing and distribution capabilities, which will be expensive and time consuming, or make arrangements with third parties to perform these services for us. If we decide to market any of our products on our own, we will have to commit significant resources to developing a marketing and sales force and supporting distribution capabilities. If we decide to enter into arrangements with third parties for performance of these services, we may find that they are not available on terms acceptable to us, or at all. If we are not able to establish and maintain successful arrangements with third parties or build our own sales and marketing infrastructure, we may not be able to commercialize our product candidates which would adversely affect our business and financial condition. Â Data provided by collaborators and other parties upon which we rely have not been independently verified and could turn out to be inaccurate, misleading, or incomplete. Â We rely on third-party vendors, scientists, and collaborators to provide us with significant data and other information related to our projects, clinical trials, and business. We do not independently verify or audit all of such data (including possibly material portions thereof). As a result, such data may be inaccurate, misleading, or incomplete. Â 17 Â Â In certain cases, we may need to rely on a single supplier for a particular manufacturing material or service, and any interruption in or termination of service by such supplier could delay or disrupt the commercialization of our products. Â We rely on third-party suppliers for the materials used to manufacture our compounds. Some of these materials may at times only be available from one supplier. Any interruption in or termination of service by such single source suppliers could result in a delay or disruption in manufacturing until we locate an alternative source of supply. There can be no assurance that we would be successful in locating an alternative source of supply or in negotiating acceptable terms with such prospective supplier. Â We rely on third parties to conduct our non-clinical studies and our clinical trials. If these third

parties do not successfully carry out their contractual duties or meet expected deadlines, we may be unable to obtain regulatory approval for or commercialize our current product candidates or any future products, on a timely basis or at all, and our financial condition will be adversely affected. Â We do not have the ability to independently conduct non-clinical studies and clinical trials. We rely on medical institutions, clinical investigators, contract laboratories, collaborative partners and other third parties, such as contract research organizations or clinical research organizations, to conduct non-clinical studies and clinical trials on our product candidates. The third parties with whom we contract for execution of our non-clinical studies and clinical trials play a significant role in the conduct of these studies and trials and the subsequent collection and analysis of data. However, these third parties are not our employees, and except for contractual duties and obligations, we have limited ability to control the amount or timing of resources that they devote to our programs. Â Although we rely on third parties to conduct our non-clinical studies and clinical trials, we remain responsible for ensuring that each of our non-clinical studies and clinical trials is conducted in accordance with its investigational plan and protocol. Moreover, the FDA, EMA and other foreign regulatory authorities require us to comply with regulations and standards, including some regulations commonly referred to as good clinical practices (â€œGCPsâ€), for conducting, monitoring, recording and reporting the results of clinical trials to ensure that the data and results are scientifically credible and accurate, and that the trial subjects are adequately informed of the potential risks of participating in clinical trials. Â In addition, the execution of non-clinical studies and clinical trials, and the subsequent compilation and analyses of the data produced, requires coordination among various parties. In order for these functions to be carried out effectively and efficiently, it is imperative that these parties communicate and coordinate with one another. Moreover, these third parties may also have relationships with other commercial entities, some of which may compete with us. Under certain circumstances, these third parties may be able to terminate their agreements with us upon short notice. If the third parties conducting our clinical trials do not perform their contractual duties or obligations, experience work stoppages, do not meet expected deadlines, terminate their agreements with us or need to be replaced, or if the quality or accuracy of the clinical data they obtain is compromised due to the failure to adhere to our clinical trial protocols or GCPs, or for any other reason, we may need to enter into new arrangements with alternative third parties, which could be difficult, costly or impossible, and our clinical trials may be extended, delayed or terminated or may need to be repeated. If any of the foregoing were to occur, we may not be able to obtain, on a timely basis or at all, regulatory approval for or to commercialize the product candidate being tested in such trials, and as a result, our financial condition will be adversely affected. Â Risks Related to Commercialization of Our Product Candidates Â We have no experience as a company in commercializing any product. If we fail to obtain commercial expertise, upon product approval by regulatory agencies, our product launch and revenues could be delayed. Â As a company, we have never obtained regulatory approval for, or commercialized, any product. Accordingly, we have not yet begun to build out any sales or marketing capabilities. If we are unable to establish, or contract for, effective sales and marketing capabilities, or if we are unable to enter into agreements with third parties to commercialize our product candidates on favorable terms or on any reasonable terms at all, we may not be able to effectively generate product revenues once our product candidates are approved for marketing. If we fail to obtain commercial expertise or capabilities, upon drug approval, our product launch and subsequent revenues could be delayed and /or fail to reach their commercial potential. Â 18 Â Â We may not be able to gain market acceptance of our product candidates, which would prevent us from becoming profitable. Â We cannot be certain that any of our product candidates will gain market acceptance among physicians, patients, healthcare payers, pharmaceutical companies or others. Demonstrating the safety and efficacy of our product candidates and obtaining regulatory approvals will not guarantee future revenue. Sales of medical products largely depend on the reimbursement of patientsâ€™ medical expenses by government healthcare programs and private health insurers. Governments and private insurers closely examine medical products to determine whether they should be covered by reimbursement and if so, the level of reimbursement that will apply. We cannot be certain that third party payers will sufficiently reimburse sales of our products, or enable us to sell our products at profitable prices. Similar concerns could also limit the reimbursement amounts that health insurers or government agencies in other countries are prepared to pay for our products. In many countries where we plan to market our products, including Europe and Canada, the pricing of prescription drugs is controlled by the government or regulatory agencies. Regulatory agencies in these countries could determine that the pricing for our products should be based on prices of other commercially available drugs for the same disease, rather than allowing us to market our products at a premium as new drugs. Sales of medical products also depend on physiciansâ€™ willingness to prescribe the treatment, which is likely to be based on a determination by these physicians that the products are safe, therapeutically effective and cost-effective. We cannot predict whether physicians, other healthcare providers, government agencies or private insurers will determine that our products are safe, therapeutically effective and cost effective relative to competing treatments. Â We may not be able to manufacture our product candidates in clinical or commercial quantities, which would prevent us from commercializing our product candidates. Â To date, our product candidates have been manufactured in small quantities by us and third party manufacturers for preclinical studies. If any of our product candidates is approved by the FDA or other regulatory agencies for commercial sale, we will need to manufacture it in larger quantities and we intend to use third party manufacturers for commercial quantities. Our third party manufacturers may not be able to successfully increase the manufacturing capacity for any of our product candidates in a timely or efficient manner, or at all. If we are unable to successfully increase the manufacturing capacity for a product candidate, the regulatory approval or commercial launch of that product candidate may be delayed or there may be a shortage in the supply of the product candidate. Our failure or the failure of our third party manufacturers to comply with the FDAâ€™s good manufacturing practices and to pass inspections of the manufacturing facilities by the FDA or other regulatory agencies could seriously harm our business. Â Our products may not be accepted for reimbursement or properly reimbursed by third-party payers. Â The successful commercialization of any products we might develop will depend substantially on whether the costs of our products and related treatments are reimbursed at acceptable levels by government authorities, private healthcare insurers, and other third-party payers, such as health maintenance organizations. Reimbursement rates may vary, depending upon the third-party payer, the type of insurance plan, and other similar or dissimilar factors. If our products do not achieve adequate reimbursement, then the number of physician prescriptions of our products may not be sufficient to make our products profitable. Â Comparative effectiveness research demonstrating benefits of a competitorâ€™s product could adversely affect the sales of our product candidates. If third-party payers do not consider our products to be cost-effective compared to other available therapies, they may not cover our products as a benefit under their plans or, if they do, the level of payment may not be sufficient to allow us to sell our products on a profitable basis. Â Adequate third-party reimbursement may not be available to enable us to maintain price levels

sufficient to realize an appropriate return on our investment in the product development of that product. In addition, in the U.S. there is a growing emphasis on comparative effectiveness research, both by private payers and by government agencies. To the extent other drugs or therapies are found to be more effective than our products, payers may elect to cover such therapies in lieu of our products or reimburse our products at a lower rate. 19 New federal legislation may increase the pressure to reduce prices of pharmaceutical products paid for by Medicare, which could adversely affect our revenues, if any. The Medicare Prescription Drug Improvement and Modernization Act of 2003, or MMA, expanded Medicare coverage for drug purchases by the elderly and disabled beginning in 2006. The new legislation uses formularies, preferred drug lists and similar mechanisms that may limit the number of drugs that will be covered in any therapeutic class or reduce the reimbursement for some of the drugs in a class. More recently, the Patient Protection and Affordable Care Act of 2010 also contained certain provisions with the potential to affect pricing of pharmaceutical products. As a result of the expansion of legislation, including recent healthcare insurance legislation, and the expansion of federal coverage of drug products, we expect that there will be additional pressure to contain and reduce costs. These cost reduction initiatives could decrease the coverage and price that we receive for our products in the future and could seriously harm our business. While the MMA applies only to drug benefits for Medicare beneficiaries, private payers often follow Medicare coverage policy and payment limitations in setting their own reimbursement systems, and any limits on or reductions in reimbursement that occur in the Medicare program may result in similar limits on or reductions in payments from private payers. Disputes under key agreements or conflicts of interest with our scientific advisors or clinical investigators could delay or prevent development or commercialization of our product candidates. Any agreements we have or may enter into with third parties, such as collaboration, license, formulation supplier, manufacturing, clinical research organization or clinical trial agreements, may give rise to disputes regarding the rights and obligations of the parties. Disagreements could develop over rights to ownership or use of intellectual property, the scope and direction of research and development, the approach for regulatory approvals or commercialization strategy. We intend to conduct research programs in a range of therapeutic areas, but our pursuit of these opportunities could result in conflicts with the other parties to these agreements who may be developing or selling pharmaceuticals or conducting other activities in these same therapeutic areas. Any disputes or commercial conflicts could lead to the termination of our agreements, delay progress of our product development programs, compromise our ability to renew agreements or obtain future agreements, lead to the loss of intellectual property rights or result in costly litigation. We collaborate with outside scientific advisors and collaborators at academic and other institutions that assist us in our research and development efforts. Our scientific advisors are not our employees and may have other commitments that limit their availability to us. If a conflict of interest between their work for us and their work for another entity arises, we may lose their services. Our competitors and potential competitors may develop products and technologies that make ours less attractive or obsolete. Many companies, universities, and research organizations developing competing product candidates have greater resources and significantly greater experience in financial, research and development, manufacturing, marketing, sales, distribution, and technical regulatory matters than we have. In addition, many competitors have greater name recognition and more extensive collaborative relationships. Our competitors could commence and complete clinical testing of their product candidates, obtain regulatory approvals, and begin commercial-scale manufacturing of their products faster than we are able to for our products. They could develop products that would render our product candidates, and those of our collaborators, obsolete and noncompetitive. If we are unable to compete effectively against these companies, then we may not be able to commercialize our product candidates or achieve a competitive position in the market. This would adversely affect our ability to generate revenues. Competition in the biotechnology and pharmaceutical industries may result in competing products, superior marketing of other products and lower revenues or profits for us. There are many companies that are seeking to develop products and therapies for the treatment of mood, anxiety and neurodegenerative disorders. Many of our competitors have substantially greater financial, technical, human and other resources than we do and may be better equipped to develop, manufacture and market technologically superior products. In addition, many of these competitors have significantly greater experience than we do in undertaking preclinical testing and human clinical studies of new pharmaceutical products and in obtaining regulatory approvals of human therapeutic products. Accordingly, our competitors may succeed in obtaining FDA approval for superior products. 20 Other risks and uncertainties include: — our ability to successfully complete preclinical and clinical development of our products and services — our ability to manufacture sufficient amounts of products for development and commercialization activities — our ability to obtain, maintain and successfully enforce adequate patent and other proprietary rights protection of our products and services — the scope, validity and enforceability of patents and other proprietary rights held by third parties and their impact on our ability to commercialize our products and services — the accuracy of our estimates of the size and characteristics of the markets to be addressed by our products and services, including growth projections — market acceptance of our products and services — our ability to identify new patients for our products and services — the accuracy of our information regarding the products and resources of our competitors and potential competitors — the content and timing of submissions to and decisions made by the US Food and Drug Administration (FDA) and other regulatory agencies — our ability to obtain reimbursement for our products and services from third-party payors, and the extent of such coverage — our ability to establish and maintain strategic license, collaboration and distribution arrangements — the continued funding of our collaborations and joint ventures, if any are ultimately established — the possible disruption of our operations due to terrorist activities and armed conflict, including as a result of the disruption of operation of our subsidiaries and our customers, suppliers, distributors, couriers, collaborative partners, licensees and clinical trial sites Positive or timely results from preclinical studies and early clinical trials do not ensure positive or timely results in late-stage clinical trials or product approval by the FDA or any other regulatory authority. Product candidates that show positive preclinical or early clinical results often fail in later stage clinical trials. Data obtained from preclinical and clinical activities is susceptible to varying interpretations, which could delay, limit, or prevent regulatory approvals. We have limited experience in conducting the clinical trials required to obtain regulatory approval. We may not be able to conduct clinical trials at preferred sites, enlist clinical investigators, enroll sufficient numbers of participants, or begin or successfully complete clinical trials in a timely fashion, if at all. Any failure to perform may delay or terminate the trials. Our current clinical trials may be insufficient to demonstrate that our potential products will be active, safe, or effective. Additional clinical trials may be required if clinical trial results are negative or inconclusive, which will require us to incur additional costs and significant delays. If we do not receive the necessary regulatory approvals, we will not be able to generate product revenues and may not become profitable. Risks Related to Our Intellectual Property We may not be able to maintain our exclusive

worldwide license to use and develop PT00114 which could materially affect our business plan. Â On July 21, 2005, we entered into the License Agreement with University of Toronto, or UT, pursuant to which UT agreed to license to us patent rights and other intellectual property related to PT00114, among other things. The Technology License Agreement was amended on February 18, 2015 and currently does not provide for an expiration date. Â 21 Â Â Pursuant to the License Agreement, we obtained an exclusive worldwide license to make, have made, use, sell and import products based upon the Technologies, or to sublicense the Technologies in accordance with the terms of the License Agreement. In the event we fail to provide UT with semi-annual reports on our progress or fail to continue to make reasonable commercial efforts towards obtaining regulatory approval for products based on the Technologies, UT may convert our exclusive license into a non-exclusive one. In such a case, we would lose our competitive advantage in the development of treatments based on PT00114. Â We have to sustain and further build our intellectual property rights. Â If we fail to sustain and further build our intellectual property rights, competitors will be able to take advantage of our research and development efforts to develop competing products. If we are not able to protect our proprietary technology, trade secrets, and know-how, our competitors may use our inventions to develop competing products. Protagenic has obtained worldwide exclusive rights to PT00114 and related technology that was developed at UT. As of September 30, 2024, we have four patents issued by the Governments of the United States, Canada, European Union (validated in Germany, France and Great Britain) and Australia on our original platform technology, all of which have expired aside from the one in the United States. The patent applications were made in the name of Dr. David A. Lovejoy and inventors, but the Company's exclusive, worldwide rights to such patent applications are included in the License Agreement with UT. We have eight issued patents (Canada, Great Britain, Europe (GPC and additionally validated in Switzerland, Great Britain, Ireland and Spain) and the United States and five pending patent applications in related technology that the company has rights in or own.1 Â However, our patents and patent applications, even if granted, may not protect us against our competitors. Our patent positions, and those of other pharmaceutical and biotechnology companies, are generally uncertain and involve complex legal, scientific and factual questions. The standards which the United States Patent and Trademark Office uses to grant patents, and the standards which courts use to interpret patents, are not always applied predictably or uniformly and can change, particularly as new technologies develop. Consequently, the level of protection, if any, that will be provided by our patents if we attempt to enforce them, and they are challenged, is uncertain. In addition, the type and extent of patent claims that will be issued to us in the future is uncertain. Any patents that are issued may not contain claims that permit us to stop competitors from using similar technology. Â In addition to our patentable technology, we also rely on unpatented technology, trade secrets, and confidential information. We may not be able to effectively protect our rights to this technology or information. Other parties may independently develop substantially equivalent information and techniques or otherwise gain access to or disclose our technology. We generally require each of our employees, consultants, collaborators, and certain contractors to execute a confidentiality agreement at the commencement of an employment, consulting, collaborative, or contractual relationship with us. However, these agreements may not provide effective protection of our technology or information or, in the event of unauthorized use or disclosure, they may not provide adequate remedies. Â Our patent position is generally uncertain and involves complex legal and factual questions. In addition, the laws of some foreign countries do not protect proprietary rights to the same extent as the laws of the United States, and other biotechnology companies have encountered significant problems in protecting and defending their proprietary rights in foreign jurisdictions. Whether filed in the United States or abroad, our patent applications may be challenged or may fail to result in issued patents. In addition, any future patents we obtain may not be sufficiently broad to prevent others from practicing our technologies or from developing or commercializing competing products. Furthermore, others may independently develop or commercialize similar or alternative technologies or drugs, or design around our patents. Our patents may be challenged, invalidated or fail to provide us with any competitive advantages. We may not have the funds available to protect our patents or other technology; such protection is costly and can result in further litigation expenses. Â Â 1NTD: Confirm if still accurate. Â 22 Â Â If we do not obtain or we are unable to maintain adequate patent or trade secret protection for our products in the United States, competitors could duplicate them without repeating the extensive testing that we will be required to undertake to obtain approval of the products by the FDA. Regardless of any patent protection, under the current statutory framework the FDA is prohibited by law from approving any generic version of any of our products for three years after it has approved our product. Upon the expiration of that period, or if that time period is altered, the FDA could approve a generic version of our product unless we have patent protection sufficient for us to block that generic version. Without sufficient patent protection, the applicant for a generic version of our product would be required only to conduct a relatively inexpensive study to show that its product is bioequivalent to our product and may not have to repeat the studies that we will need to conduct to demonstrate that the product is safe and effective. In the absence of adequate patent protection in other countries, competitors may similarly be able to obtain regulatory approval in those countries of products that duplicate our products. Â We have to comply with our obligations in our intellectual property licenses with third parties. Â If we fail to comply with our obligations in our intellectual property licenses with third parties, we could lose license rights that are important to our business. We are a party to the License Agreement with UT under which we receive the right to practice and use important third party patent rights. We may enter into additional licenses in the future. Our existing licenses impose, and we expect future licenses will impose, various diligences, milestone payment, royalty, insurance and other obligations on us. If we fail to comply with these obligations, the licensor may have the right to terminate the license, in which event we might not be able to market any product that is covered by the licensed patents. Â We may need to resort to litigation to enforce or defend our intellectual property rights, including any patents issued to us. If a competitor or collaborator files a patent application claiming technology also invented by us, in order to protect our rights, we may have to participate in an expensive and time consuming interference proceeding before the United States Patent and Trademark Office. We cannot guarantee that our product candidates will be free of claims by third parties alleging that we have infringed their intellectual property rights. Third parties may assert that we are employing their proprietary technologies without authorization and they may resort to litigation to attempt to enforce their rights. Third parties may have or obtain patents in the future and claim that the use of our technology or any of our product candidates infringes their patents. We may not be able to develop or commercialize combination product candidates because of patent protection others have. Our business will be harmed if we cannot obtain a necessary or desirable license, can obtain such a license only on terms we consider to be unattractive or unacceptable, or if we are unable to redesign our product candidates or processes to avoid actual or potential patent or other intellectual property infringement. Obtaining, protecting and defending patent and other intellectual property rights can be expensive and may require us to incur substantial costs, including the diversion of management and technical personnel. An

unfavorable ruling in patent or intellectual property litigation could subject us to significant liabilities to third parties, require us to cease developing, manufacturing or selling the affected products or using the affected processes, require us to license the disputed rights from third parties, or result in awards of substantial damages against us. Â There can be no assurance that we would prevail in any intellectual property infringement action, will be able to obtain a license to any third party intellectual property on commercially reasonable terms, successfully develop non-infringing alternatives on a timely basis, or license non-infringing alternatives, if any exist, on commercially reasonable terms. Any significant intellectual property impediment to our ability to develop and commercialize our products could seriously harm our business and prospects. Â Patent litigation or other litigation in connection with our intellectual property rights may lead to publicity that may harm our reputation and the value of our common stock may decline. Â During the course of any patent litigation, there may be public announcements of the results of hearings, motions, and other interim proceedings or developments in the litigation. If securities analysts or investors regard these announcements as negative, the value of our common stock may decline. General proclamations or statements by key public figures may also have a negative impact on the perceived value of our intellectual property. Â 23 Â Â Protecting and defending against intellectual property claims may have a material adverse effect on our business. Â From time to time, we may receive notice that others have infringed on our proprietary rights or that we have infringed on the intellectual property rights of others. There can be no assurance that infringement or invalidity claims will not materially adversely affect our business, financial condition or results of operations. Regardless of the validity or the success of the assertion of claims, we could incur significant costs and diversion of resources in protecting or defending against claims, which could have a material adverse effect on our business, financial condition or results of operations. We may not have the funds or resources available to protect our intellectual property. Â Intellectual property disputes could require us to spend time and money to address such disputes and could limit our intellectual property rights. Â The biopharmaceutical industry has been characterized by extensive litigation regarding patents and other intellectual property rights, and companies have employed intellectual property litigation and USPTO post-grant proceedings to gain a competitive advantage. We may become subject to infringement claims or litigation arising out of patents and pending applications of our competitors, or additional interference proceedings declared by the USPTO to determine the priority and patentability of inventions. The defense and prosecution of intellectual property suits, USPTO proceedings, and related legal and administrative proceedings are costly and time-consuming to pursue, and their outcome is uncertain. Litigation may be necessary to enforce our issued patents, to protect our trade secrets and know-how, or to determine the enforceability, scope, and validity of the proprietary rights of others. An adverse determination in litigation or USPTO post-grant and interference proceedings to which we may become a party could subject us to significant liabilities, require us to obtain licenses from third parties, or restrict or prevent us from selling our products in certain markets. Even if a given patent or intellectual property dispute were settled through licensing or similar arrangements, our costs associated with such arrangements may be substantial and could include the payment by us of large fixed payments and ongoing royalties. Furthermore, the necessary licenses may not be available on satisfactory terms or at all. Even where we have meritorious claims or defenses, the costs of litigation may prevent us from pursuing these claims or defenses and/or may require extensive financial and personnel resources to pursue these claims or defenses. In addition, it is possible there may be defects of form in our current and future patents that could result in our inability to defend the intended claims. Intellectual property disputes arising from the aforementioned factors, or other factors, may materially harm our business. Â We may not be able to enforce our intellectual property rights throughout the world. Â The laws of some foreign countries do not protect intellectual property rights to the same extent as the laws of the U.S. Companies have encountered significant problems in protecting and defending intellectual property rights in certain foreign jurisdictions. The legal systems of some countries, particularly developing countries, do not favor the enforcement of patents and other intellectual property protection, especially those relating to life sciences. This could make it difficult for us to stop the infringement of our patents or the misappropriation of our other intellectual property rights. For example, many foreign countries have compulsory licensing laws under which a patent owner must grant licenses to third parties. In addition, many countries limit the enforceability of patents against third parties, including government agencies or government contractors. In these countries, patents may provide limited or no benefit. Â Proceedings to enforce our patent rights in foreign jurisdictions, whether or not successful, could result in substantial costs and divert our efforts and attention from other aspects of our business. Furthermore, while we intend to protect our intellectual property rights in our expected significant markets, we cannot ensure that we will be able to initiate or maintain similar efforts in all jurisdictions in which we may wish to market PT00114 or any future products. Accordingly, our efforts to protect our intellectual property rights in such countries may be inadequate. In addition, changes in the law and legal decisions by courts in the U.S. and foreign countries may affect our ability to obtain and enforce adequate intellectual property protection for our products and technology. Â Changes to the patent law in the U.S. and other jurisdictions could diminish the value of patents in general, thereby impairing our ability to protect our product candidates. Â As is the case with other biopharmaceutical companies, our success is heavily dependent on intellectual property, particularly patents. Obtaining and enforcing patents in the biopharmaceutical industry involves both technological and legal complexity. Therefore, obtaining and enforcing biopharmaceutical patents is costly, time consuming and inherently uncertain. In addition, the U.S. has recently enacted and is currently implementing wide ranging patent reform legislation. The U.S. Supreme Court has ruled on several patent cases in recent years, either narrowing the scope of patent protection available in certain circumstances or weakening the rights of patent owners in certain situations. In addition to increasing uncertainty with regard to our ability to obtain patents in the future, this combination of events has created uncertainty with respect to the value of patents once obtained. Depending on future actions by the U.S. Congress, the federal courts and the United States Patent and Trademark Office (â€œUSPTOâ€), as well as other jurisdictions around the world, the laws and regulations governing patents could change in unpredictable ways that would weaken our ability to obtain new patents or to enforce our existing patents and patents that we might obtain in the future. Â 24 Â Â Obtaining and maintaining our patent protection depends on compliance with various procedural, document submission, fee payment and other requirements imposed by governmental patent agencies, and our patent protection could be reduced or eliminated for non-compliance with these requirements. Â The USPTO and various foreign governmental patent agencies require compliance with a number of procedural, documentary, fee payment and other provisions during the patent process. There are situations in which noncompliance can result in abandonment or lapse of a patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. In such an event, competitors might be able to enter the market earlier than would otherwise have been the case. Â If we fail to comply with our obligations under any license, collaboration or other intellectual property-related agreements, we may be required to pay damages

and could lose intellectual property rights that may be necessary for developing, commercializing and protecting our current or future technologies or drug candidates or we could lose certain rights to grant sublicenses. Any license, collaboration or other intellectual property-related agreements impose, and any future license, collaboration or other intellectual property-related agreements we enter into are likely to impose, various development, commercialization, funding, milestone, royalty, diligence, sublicensing, insurance, patent prosecution and enforcement or other obligations on us. If we breach any of these obligations, or use the intellectual property licensed to us in an unauthorized manner, we may be required to pay damages and the licensor may have the right to terminate the license. In spite of our best efforts, any of our future licensors might conclude that we have materially breached our license agreements and might therefore terminate the license agreements, thereby removing our ability to develop and commercialize products and technologies covered by these license agreements. Any license agreements we enter into may be complex, and certain provisions in such agreements may be susceptible to multiple interpretations. The resolution of any contract interpretation disagreement that may arise could narrow what we believe to be the scope of our rights to the relevant intellectual property or technology, or increase what we believe to be our financial or other obligations under the relevant agreement, either of which could have a material adverse effect on our business, financial condition, results of operations, and prospects. We may seek to obtain licenses from licensors in the future, however, we may be unable to obtain any such licenses at a reasonable cost or on reasonable terms, if at all. In addition, if any of our future licensors terminate any such license agreements, such license termination could result in our inability to develop, manufacture and sell products that are covered by the licensed technology or could enable a competitor to gain access to the licensed technology. Any of these events could have a material adverse effect on our competitive position, business, financial condition, results of operations, and ability to achieve profitability. Furthermore, we may not have the right to control the preparation, filing, prosecution, maintenance, enforcement and defense of patents and patent applications that we license from third parties. Therefore, we cannot be certain that these patents and patent applications will be prepared, filed, prosecuted, maintained, enforced and defended in a manner consistent with the best interests of our business. If our future licensors fail to prosecute, maintain, enforce and defend patents we may infringe, or lose rights to licensed patents or patent applications, our license rights may be reduced or eliminated. In such circumstances, our right to develop and commercialize any of our products or drug candidates that is the subject of such licensed rights could be materially adversely affected. In certain circumstances, our licensed patent rights are subject to our reimbursing our licensors for their patent prosecution and maintenance costs. 25 Moreover, our licensors may own or control intellectual property that has not been licensed to us and, as a result, we may be subject to claims, regardless of their merit, that we are infringing, misappropriating or otherwise violating the licensor's intellectual property rights and the amount of any damages or future royalty obligations that would result, if any such claims were successful, would depend on the technology and intellectual property we use in products that we successfully develop and commercialize, if any. Therefore, even if we successfully develop and commercialize products, due to such obligations, we may be unable to achieve or maintain profitability.

Risks Related to Our Business Operations and Industry

If we are not able to retain our current senior management team and our scientific advisors or continue to attract and retain qualified scientific, technical and business personnel, our business will suffer. We are dependent on the members of our management team and our scientific advisors for our business success. An important element of our strategy is to take advantage of the research and development expertise of our current management and to utilize the unique expertise of our scientific advisors. We do not have any employment agreements with our executive officers. The loss of any one of our executive officers or key scientific consultants, including, in particular, Garo Armen, Ph.D., Chairman of the Board, and Dr. David A. Lovejoy, our Chief Scientific Advisor, could result in a significant loss in the knowledge and experience that we, as an organization, possess and could cause significant delays, or outright failure, in the development and further commercialization of our product candidates. To grow, we will eventually need to hire a significant number of qualified commercial, scientific and administrative personnel. However, there is intense competition for human resources, including management in the technical fields in which we operate, and we may not be able to attract and retain qualified personnel necessary for the successful development and commercialization of our product candidates. Our inability to attract new employees or to retain existing employees could limit our growth and harm our business. We may encounter difficulties in managing our growth, which could adversely affect our operations. Our ability to manage our operations and growth effectively depends upon the continual improvement of our procedures, reporting systems, and operational, financial, and management controls. We may not be able to implement improvements in an efficient or timely manner and may discover deficiencies in existing systems and controls. If we do not meet these challenges, we may be unable to take advantage of market opportunities, execute our business strategies or respond to competitive pressures which in turn may slow our growth or give rise to inefficiencies that would increase our losses. We may acquire additional technology and complementary businesses in the future. Acquisitions involve many risks, any one of which could materially harm our business, including the diversion of management's attention from core business concerns, failure to exploit acquired technologies, or the loss of key employees from either our business or the acquired business. Healthcare reform measures could adversely affect our business. The efforts of governmental and third-party payers to contain or reduce the costs of healthcare may adversely affect the business and financial condition of pharmaceutical companies. In the United States and in foreign jurisdictions there have been, and we expect that there will continue to be, a number of legislative and regulatory proposals aimed at changing the healthcare system. For example, in some countries other than the United States, pricing of prescription drugs is subject to government control, and we expect proposals to implement similar controls in the United States to continue. The pendency or approval of such proposals could result in a decrease in our common stock value or limit our ability to raise capital or to enter into collaborations or license rights to our products.

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Our business and operations are vulnerable to computer system failures, cyber-attacks or deficiencies in our cyber-security, which could increase our expenses, divert the attention of our management and key personnel away from our business operations and adversely affect our results of operations. Despite the implementation of security measures, our internal computer systems, and those of third parties on which we rely, are at risk of damage from: computer viruses; malware; natural disasters; terrorism; war; telecommunication and electrical failures; cyber-attacks or cyber-intrusions over the Internet; attachments to emails; persons inside our organization; or persons with access to systems inside our organization. The risk of a security breach or disruption, particularly through cyber-attacks or cyber intrusion, including by computer hackers, foreign governments, and cyber terrorists, has generally increased as the number, intensity and sophistication of attempted attacks and intrusions from around the world have increased. If such an event were to occur and cause interruptions in our operations, it could result in a material disruption of our product development programs. For example, the loss of

clinical trial data from completed or ongoing or planned clinical trials could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. To the extent that any disruption or security breach was to result in a loss of or damage to our data or applications, or inappropriate disclosure of confidential or proprietary information, we could incur material legal claims and liability, and damage to our reputation, and the further development of our product candidates could be delayed. We could be forced to expend significant resources in response to a cyber security breach, including repairing system damage, increasing cyber security protection costs by deploying additional personnel and protection technologies, paying regulatory fines and resolving legal claims and regulatory actions, all of which would increase our expenses, divert the attention of our management and key personnel away from our business operations and adversely affect our results of operations. A Failure to comply with health and data protection laws and regulations could lead to government enforcement actions (which could include civil or criminal penalties), private litigation or adverse publicity and could negatively affect our operating results and business. A We and our current and any of our future collaborators may be subject to federal, state and foreign data protection laws and regulations (i.e., laws and regulations that address privacy and data security). In the U.S., numerous federal and state laws and regulations, including federal health information privacy laws (e.g., the Health Insurance Portability and Accountability Act (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”), state data breach notification laws, state health information privacy laws and federal and state consumer protection laws (e.g., Section 5 of the Federal Trade Commission Act), that govern the collection, use, disclosure and protection of health-related and other personal information could apply to our operations or the operations of our collaborators. In addition, we may obtain health information from third parties (including research institutions from which we obtain clinical trial data) that are subject to privacy and security requirements under HIPAA, as amended by HITECH, or other privacy and data security laws. Depending on the facts and circumstances, we could be subject to criminal penalties if we knowingly obtain, use, or disclose individually identifiable health information maintained by a HIPAA-covered entity in a manner that is not authorized or permitted by HIPAA. A International data protection laws, including Regulation 2016/679, known as the General Data Protection Regulation (“GDPR”) may also apply to health-related and other personal information obtained outside of the U.S. The GDPR went into effect on May 25, 2018. The GDPR introduced new data protection requirements in the EU, as well as potential fines for non-compliant companies of up to the greater of €20 million or 4% of annual global revenue. The regulation imposes numerous new requirements for the collection, use, storage and disclosure of personal information, including more stringent requirements relating to consent and the information that must be shared with data subjects about how their personal information is used, the obligation to notify regulators and affected individuals of personal data breaches, extensive new internal privacy governance obligations and obligations to honor expanded rights of individuals in relation to their personal information (e.g., the right to access, correct and delete their data). In addition, the GDPR includes restrictions on cross-border data transfers. The GDPR increased our responsibility and liability in relation to personal data that we process where such processing is subject to the GDPR, and we may be required to put in place additional mechanisms to ensure compliance with the GDPR, including as implemented by individual countries. Further, the United Kingdom’s vote in favor of exiting the EU, often referred to as Brexit, has created uncertainty with regard to data protection regulation in the United Kingdom. In particular, it is unclear how data transfers to and from the United Kingdom will be regulated. A 27 A In addition, California recently enacted the California Consumer Privacy Act (“CCPA”), which creates new individual privacy rights for California consumers (as defined in the law) and places increased privacy and security obligations on entities handling personal data of consumers or households. The CCPA will require covered companies to provide new disclosure to consumers about such companies’ data collection, use and sharing practices, provide such consumers new ways to opt-out of certain sales or transfers of personal information, and provide consumers with additional causes of action. The CCPA goes into effect on January 1, 2020, and the California Attorney General may bring enforcement actions for violations beginning July 1, 2020. The CCPA was amended on September 23, 2018, and it remains unclear what, if any, further modifications will be made to this legislation or how it will be interpreted. As currently written, the CCPA may impact our business activities and exemplifies the vulnerability of our business to the evolving regulatory environment related to personal data and protected health information. A Compliance with U.S. and international data protection laws and regulations could require us to take on more onerous obligations in our contracts, restrict our ability to collect, use and disclose data, or in some cases, impact our ability to operate in certain jurisdictions. Failure to comply with U.S. and international data protection laws and regulations could result in government enforcement actions (which could include civil or criminal penalties), private litigation or adverse publicity and could negatively affect our operating results and business. A If we, our CROs or our IT vendors experience security or data privacy breaches or other unauthorized or improper access to, use of, or destruction of personal data, we may face costs, significant liabilities, harm to our brand and business disruption. A In connection with our drug research and development efforts, we or our CROs may collect and use a variety of personal data, such as names, mailing addresses, email addresses, phone numbers and clinical trial information. Although we have extensive measures in place to prevent the sharing and loss of patient data in our clinical trial processes associated with our developed technologies and drug candidates, any failure to prevent or mitigate security breaches or improper access to, use of, or disclosure of our clinical data or patients’ personal data could result in significant liability under state (e.g., state breach notification laws), federal (e.g., HIPAA, as amended by HITECH), and international laws (e.g., the GDPR). Any failure to prevent or mitigate security breaches or improper access to, use of, or disclosure of our clinical data or patients’ personal data may cause a material adverse impact to our reputation, affect our ability to conduct new studies and potentially disrupt our business. We may also rely on third-party IT vendors to host or otherwise process some of our data and that of users, and any failure by such IT vendor to prevent or mitigate security breaches or improper access to or disclosure of such information could have similarly adverse consequences for us. If we are unable to prevent or mitigate the impact of such security or data privacy breaches, we could be exposed to litigation and governmental investigations, which could lead to a potential disruption to our business. A If we do not comply with laws regulating the protection of the environment and health and human safety, our business could be adversely affected. A Our research and development and drug candidates and future commercial manufacturing may involve the use of hazardous materials and various chemicals. We currently do not maintain a research laboratory, but we engage third-party research organizations and manufacturers to conduct our preclinical studies, clinical trials and manufacturing. These third-party laboratories and manufacturers are subject to federal, state and local laws and regulations governing the use, manufacture, storage, handling and disposal of these hazardous materials. We must rely on the third parties’ procedures for storing, handling and disposing of these materials in their facilities to comply with the relevant guidelines of the states in which they operate and the

Occupational Safety and Health Administration of the U.S. Department of Labor. Although we believe that their safety procedures for handling and disposing of these materials comply with the standards mandated by applicable regulations, the risk of accidental contamination or injury from these materials cannot be eliminated. If an accident occurs, this could result in significant delays in our development. We are also subject to numerous environmental, health and workplace safety laws and regulations. Although we maintain workersâ€™ compensation insurance to cover us for costs and expenses we may incur due to injuries to our employees, this insurance may not provide adequate coverage against potential liabilities. Additional federal, state and local laws and regulations affecting our operations may be adopted in the future. We may incur substantial costs to comply with, and substantial fines or penalties if we violate, any of these laws or regulations.

28 Risks Associated to our Common Stock

We may fail to qualify for continued listing on Nasdaq which could make it more difficult for investors to sell their shares. Our common stock is listed for trading on Nasdaq. We must satisfy Nasdaqâ€™s continued listing requirements, including, among other things, a minimum stockholdersâ€™ equity of \$2.5 million and a minimum closing bid price requirement of \$1.00 per share for 30 consecutive business days. On May 22, 2024, the Nasdaq Staff notified us that we did not that we did not meet the minimum of \$2,500,000 in stockholdersâ€™ equity required by Nasdaq Listing Rule 5550(b)(1) for continued listing or the alternatives of market value of listed securities or net income from continuing operations. Nasdaq initially provided the Company until July 8, 2024, to submit a plan to regain compliance. The Company submitted its compliance plan on time, and Nasdaq subsequently granted an extension to allow the Company to meet the requirements of Rule 5550(b)(1). While the Company made efforts to address the compliance requirements during the extension period, it was unable to meet the necessary stockholdersâ€™ equity threshold by November 18, 2024. Consequently, on November 19, 2024, Nasdaq issued a determination letter (the “Nasdaq Determination Letter”) notifying the Company of its non-compliance with the terms of the extension. On November 27, 2024, the Company appealed the Nasdaq Determination Letter and requested a hearing (the “Hearing”) before the Nasdaq Hearings Panel (the “Panel”). On November 29, 2024, Nasdaq informed the Company that the delisting action has been stayed, pending a final written decision by the Panel. The Hearing is scheduled for January 30, 2025, and the deadline for submission of materials to the Panel is January 10, 2025. Nasdaq also provided detailed instructions regarding the Hearing process.

The Company is committed to working diligently to present a comprehensive plan to the Panel aimed at regaining compliance with the Rule. While the Company remains focused on achieving this objective, there can be no assurance that the Panel will grant the Company additional time to regain compliance or that the Company will meet all applicable requirements for continued listing on The Nasdaq Capital Market. In addition, if a companyâ€™s common stock trades for 30 consecutive business days below the \$1.00 minimum closing bid price requirement, Nasdaq will send a deficiency notice, advising that such company has been afforded a “compliance period” of 180 calendar days to regain compliance with the applicable requirements. Thereafter, if such a company does not regain compliance with the bid price requirement, a second 180-day compliance period may be available, provided (i) it meets the continued listing requirement for market value of publicly held shares and all other applicable requirements for initial listing on Nasdaq, including stockholder equity requirements, which we may be unable to satisfy (except for the bid price requirement), and (ii) it provides written notice to Nasdaq of its intention to cure this deficiency during the second compliance period by effecting a reverse stock split, if necessary. In the event the company does not regain compliance with Rule 5550(a)(2) prior to the expiration of the initial 180 calendar day period, and if it appears to the Staff of the Listing Qualifications Department of The Nasdaq Stock Market LLC (the “Nasdaq Staff”) that the company will not be able to cure the deficiency, or if the company is not otherwise eligible, the Nasdaq Staff will provide the company with written notification that its securities are subject to delisting from Nasdaq. At that time, the company may appeal the delisting determination to a Hearings Panel.

On July 24, 2024, the Nasdaq Staff notified us that we did not comply with the minimum \$1.00 per share bid price requirement for continued listing, as set forth in Nasdaq Listing Rule 5550(a)(2), and we have 180 calendar days, or until January 20, 2025, to regain compliance. The closing bid price of our securities must be at least \$1.00 per share for a minimum of ten consecutive business days to regain compliance. In the future, if we are unable to maintain compliance with the stockholder equity or minimum closing bid price requirement, or if we fail to meet any of the other continued listing requirements, our securities may be delisted from Nasdaq, which could reduce the liquidity of our common stock materially and result in a corresponding material reduction in the price of our common stock. In addition, delisting could harm our ability to raise capital through alternative financing sources on terms acceptable to us, or at all, and may result in the potential loss of confidence by investors, employees and business development opportunities. Such a delisting likely would impair your ability to sell or purchase our common stock when you wish to do so. Further, if we were to be delisted from Nasdaq, our common stock may no longer be recognized as a “covered security” and we would be subject to regulation in each state in which we offer our securities. Thus, delisting from Nasdaq could adversely affect our ability to raise additional financing through the public or private sale of equity securities, would significantly impact the ability of investors to trade our securities and would negatively impact the value and liquidity of our common stock.

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Our common stock is a “Penny Stock” subject to specific rules governing its sale to investors that could impact its liquidity. The SEC has adopted Rule 15c-2-02 which establishes the definition of a “penny stock” for the purposes relevant to our common stock, as any equity security that has a market price of less than \$5.00 per share or with an exercise price of less than \$5.00 per share, subject to certain exceptions. For any transaction involving a penny stock, unless exempt, the rules require that a broker or dealer approve a personâ€™s account for transactions in penny stocks; and the broker or dealer receive from the investor a written agreement to the transaction, setting forth the identity and quantity of the penny stock to be purchased. In order to approve a personâ€™s account for transactions in penny stocks, the broker or dealer must obtain financial information and investment experience objectives of the person; and make a reasonable determination that the transactions in penny stocks are suitable for that person and the person has sufficient knowledge and experience in financial matters to be capable of evaluating the risks of transactions in penny stocks. The broker or dealer must also deliver, prior to any transaction in a penny stock, a disclosure schedule prescribed by the SEC relating to the penny stock market, which, in highlight form sets forth the basis on which the broker or dealer made the suitability determination, and states that the broker or dealer received a signed, written agreement from the investor prior to the transaction. Generally, brokers may be less willing to execute transactions in securities subject to the “penny stock” rules. This may make it more difficult for investors sell shares of our common stock. Disclosure also has to be made about the risks of investing in penny stocks in both public offerings and in secondary trading and about the commissions payable to both the broker-dealer and the registered representative, current quotations for the securities and the rights and remedies available to an investor in cases of fraud in penny stock transactions. Finally, monthly statements have to be sent disclosing recent price

information for the penny stock held in the account and information on the limited market in penny stocks. Â The market price of our common stock may be volatile, and you could lose all or part of your investment. Â The market price of our common stock is likely to be highly volatile and could be subject to wide fluctuations in response to various factors, some of which are beyond our control. Â The market price of our common stock may fluctuate substantially and will depend on a number of factors many of which are beyond our control and may not be related to our operating performance. These fluctuations could cause you to lose all or part of your investment in our common stock since you might be unable to sell your shares at or above the price you pay for the shares. Factors that could cause fluctuations in the market price of our common stock include, but are not necessarily limited to, the following: Â â— price and volume fluctuations in the overall stock market from time to time; Â 30 Â Â â— volatility in the market prices and trading volumes of pharmaceutical and biotechnology stocks; â— changes in operating performance and stock market valuations of other pharmaceutical and biotechnology companies generally, or those in our industry in particular; â— sales of shares of our common stock by us or our stockholders; â— failure of securities analysts to maintain coverage of us, changes in financial estimates by securities analysts who follow our company, or our failure to meet these estimates or the expectations of investors; â— the financial projections we may provide to the public, any changes in those projections or our failure to meet those projections; â— announcements by us or our competitors of new products or services; â— the publicâ€™s reaction to our press releases, other public announcements and filings with the SEC; â— rumors and market speculation involving us or other companies in our industry; â— actual or anticipated changes in our operating results or fluctuations in our operating results; â— actual or anticipated developments in our business, our competitorsâ€™ businesses or the competitive landscape generally; â— litigation involving us, our industry or both, or investigations by regulators into our operations or those of our competitors; â— developments or disputes concerning our intellectual property or other proprietary rights; â— announced or completed acquisitions of businesses or technologies by us or our competitors; â— new laws or regulations or new interpretations of existing laws or regulations applicable to our business; â— changes in accounting standards, policies, guidelines, interpretations or principles; â— any significant change in our management; and â— general economic conditions and slow or negative growth of our markets. Â In addition, in the past, following periods of volatility in the overall market and the market price of a particular companyâ€™s securities, securities class action litigation has often been instituted against these companies. This litigation, if instituted against us, could result in substantial costs and a diversion of our managementâ€™s attention and resources. Â Compliance with the reporting requirements of federal securities laws can be expensive. Â We are a public reporting company in the United States, and accordingly, subject to the information and reporting requirements of the Exchange Act and other federal securities laws, and certain compliance obligations of the Sarbanes-Oxley Act. The costs of preparing and filing annual and quarterly reports and other information with the SEC and furnishing audited reports to stockholders are substantial. Â Applicable regulatory requirements, including those contained in and issued under the Sarbanes-Oxley Act of 2002, may make it difficult for us to retain or attract qualified officers and directors, which could adversely affect the management of its business and its ability to obtain or retain listing of our common stock. Â We may be unable to attract and retain those qualified officers, directors and members of board committees required to provide for effective management because of the rules and regulations that govern publicly held companies, including, but not limited to, certifications by principal executive officers. The enactment of the Sarbanes-Oxley Act has resulted in the issuance of a series of related rules and regulations and the strengthening of existing rules and regulations by the SEC, as well as the adoption of new and more stringent rules by the stock exchanges. The perceived increased personal risk associated with these changes may deter qualified individuals from accepting roles as directors and executive officers. Â Further, some of these changes heighten the requirements for board or committee membership, particularly with respect to an individualâ€™s independence from the corporation and level of experience in finance and accounting matters. We may have difficulty attracting and retaining directors with the requisite qualifications. If we are unable to attract and retain qualified officers and directors, the management of our business and our ability to obtain or retain listing of our shares of common stock on any stock exchange (assuming we elect to seek and are successful in obtaining such listing) could be adversely affected. Â 31 Â Â If we fail to maintain an effective system of internal controls, we may not be able to accurately report our financial results or detect fraud. Consequently, investors could lose confidence in our financial reporting and this may decrease the trading price of our stock. Â We must maintain effective internal controls to provide reliable financial reports and detect fraud. We have been assessing our internal controls to identify areas that need improvement and will continue to monitor internal controls to improve them. Failure to implement these changes to our internal controls or any others that it identifies as necessary to maintain an effective system of internal controls could harm our operating results and cause investors to lose confidence in our reported financial information. Any such loss of confidence would have a negative effect on the trading price of our stock. Â Management has concluded that, as of September 30, 2024, our internal controls and procedures were not effective to detect the inappropriate application of U.S. GAAP. Management identified the following material weaknesses set forth below in our internal control over financial reporting. Â 1. We lack the necessary corporate accounting resources to maintain adequate segregation of duties; and 2. We did not perform an effective risk assessment or monitor internal controls over financial reporting. Â The price of our common stock may become volatile, which could lead to losses by investors and costly securities litigation. Â The trading price of our common stock is likely to be highly volatile and could fluctuate in response to factors such as: Â â— actual or anticipated variations in our operating results; â— announcements of developments by us or our competitors; â— the timing of IDE and/or NDA approval, the completion and/or results of our clinical trials; â— regulatory actions regarding our products; â— announcements by us or our competitors of significant acquisitions, strategic partnerships, joint ventures or capital commitments; â— adoption of new accounting standards affecting our industry; â— additions or departures of key personnel; â— introduction of new products by us or our competitors; â— sales of our common stock or other securities in the open market; and â— other events or factors, many of which are beyond our control. Â The stock market is subject to significant price and volume fluctuations. In the past, following periods of volatility in the market price of a companyâ€™s securities, securities class action litigation has often been initiated against such a company. Litigation initiated against us, whether or not successful, could result in substantial costs and diversion of our managementâ€™s attention and resources, which could harm our business and financial condition. Â Investors may experience dilution of their ownership interests because of the future issuance of additional shares of our common stock. Â In the future, we may issue additional authorized but previously unissued equity securities, resulting in the dilution of the ownership interests of our present stockholders. We may also issue additional shares of our common stock or other securities that are convertible into or exercisable for our common stock in connection with hiring or retaining employees, future acquisitions, future sales of our securities for capital raising

purposes, or for other business purposes and some of these issuances may be at a price (or exercise prices) below the price at which shares of our common stock is currently quoted on the NASDAQ Capital Market. The future issuance of any such additional shares of common stock may create downward pressure on the trading price of our common stock.

Â 32 Â Â Our common stock is controlled by insiders Â Our officers and directors beneficially own approximately 35% of our outstanding shares of common stock. Such concentrated control of our common stock may adversely affect the price of our common stock. Investors who acquire our common stock may have no effective voice in the management of our operations. Sales by our insiders or affiliates, along with any other market transactions, could affect the market price of our common stock. Â We do not intend to pay dividends for the foreseeable future and may never pay dividends. Â We have paid no dividends on our common stock to date and it is not anticipated that any dividends will be paid to holders of our common stock in the foreseeable future. While our future dividend policy will be based on the operating results and capital needs of our business, it is currently anticipated that any earnings will be retained to finance our future expansion and for the implementation of our business plan. As an investor, you should take note of the fact that a lack of a dividend can further affect the market value of our stock, and could significantly affect the value of any investment. Â There can be no assurance that we will ever provide liquidity to our investors through a sale of our Company. Â While acquisitions of pharmaceutical companies like ours are not uncommon, potential investors are cautioned that no assurances can be given that any form of merger, combination, or sale of our Company will take place or that any merger, combination, or sale, even if consummated, would provide liquidity or a profit for our investors. You should not invest in our Company with the expectation that we will be able to sell the business in order to provide liquidity or a profit for our investors. Â Our certificate of incorporation allows for our board to create new series of preferred stock without further approval by our stockholders, which could adversely affect the rights of the holders of our common stock. Â Our board of directors has the authority to issue shares of our preferred stock, with such relative rights and preferences as the board of directors may determine, without further stockholder approval. As a result, our board of directors could authorize the issuance of a series of preferred stock that would grant to holders special and unique rights, including without limitation, a preferred right to our assets upon liquidation, a right to receive dividend payments before dividends are distributed to the holders of common stock and the right to convert into our common stock at a price more favorable than the price at which you acquired our common stock. The issuance of any preferred stock could decrease the value of your common stock and relative voting power of our common stock or result in dilution to our existing stockholders. Â In addition, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, or DGCL, which may, unless certain criteria are met, prohibit large stockholders, in particular those owning 15% or more of the voting rights on our common stock, from engaging in certain business combinations with us for a prescribed period of time. Â 33 Â Â SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS Â This prospectus and the documents incorporated by reference herein may contain “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, or Securities Act, and Section 21E of the Securities Exchange Act of 1934, or Exchange Act. Forward-looking statements reflect the current view about future events. When used in this prospectus, the words “anticipate,” “believe,” “estimate,” “expect,” “future,” “intend,” “plan,” or the negative of these terms and similar expressions, as they relate to us or our management, identify forward-looking statements. Such statements, include, but are not limited to, statements contained in this prospectus relating to our business strategy, our future operating results and liquidity and capital resources outlook. Forward-looking statements are based on our current expectations and assumptions regarding our business, the economy and other future conditions. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict. Our actual results may differ materially from those contemplated by the forward-looking statements. They are neither statements of historical fact nor guarantees of assurance of future performance. We caution you therefore against relying on any of these forward-looking statements. Important factors that could cause actual results to differ materially from those in the forward-looking statements include, without limitation, the results of clinical trials and the regulatory approval process; our ability to raise capital to fund continuing operations; market acceptance of any products that may be approved for commercialization; our ability to protect our intellectual property rights; the impact of any infringement actions or other litigation brought against us; competition from other providers and products; our ability to develop and commercialize new and improved products and services; changes in government regulation; our ability to complete capital raising transactions; and other factors (including the risks contained in the section entitled “Risk Factors” of the applicable prospectus supplement) relating to our industry, our operations and results of operations. Should one or more of these risks or uncertainties materialize, or should the underlying assumptions prove incorrect, actual results may differ significantly from those anticipated, believed, estimated, expected, intended or planned. Â Factors or events that could cause our actual results to differ may emerge from time to time, and it is not possible for us to predict all of them. We cannot guarantee future results, levels of activity, performance or achievements. Except as required by applicable law, including the securities laws of the United States, we do not intend to update any of the forward-looking statements to conform these statements to actual results Â You should refer to the risks and uncertainties described in the “Risk Factors” section contained in this prospectus and under similar headings in the other documents that are incorporated by reference into this prospectus for a discussion of important factors that may cause our actual results to differ materially from those expressed or implied by our forward-looking statements. Given these risks, uncertainties and other factors, many of which are beyond our control, we cannot assure you that the forward-looking statements in this prospectus will prove to be accurate, and you should not place undue reliance on these forward-looking statements. Furthermore, if our forward-looking statements prove to be inaccurate, the inaccuracy may be material. In light of the significant uncertainties in these forward-looking statements, you should not regard these statements as a representation or warranty by us or any other person that we will achieve our objectives and plans in any specified time frame, or at all. Â Except as required by law, we assume no obligation to update these forward-looking statements publicly, or to revise any forward-looking statements to reflect events or developments occurring after the date of this prospectus, even if new information becomes available in the future. Â 34 Â Â USE OF PROCEEDS Â The net proceeds from any disposition of the shares of common stock covered hereby will be received by the selling stockholders. We will not receive any of the proceeds from any such shares of common stock offered by this prospectus. We will, however, receive the net proceeds of any Common Stock Warrants exercised for cash. We expect to use the proceeds received from the exercise of the Common Stock Warrants, if any, for working capital purposes. Â MARKET FOR OUR COMMON STOCK Â Market Information Â Our common stock currently trades under the symbol “PTIX” on Nasdaq. Â Stockholders Â As of December 10, 2024, there were approximately 280 stockholders of record. Â DIVIDEND POLICY Â We have never paid or declared any cash dividends on our

common stock, and we do not anticipate paying any cash dividends on our common stock in the foreseeable future. We intend to retain all available funds and any future earnings to fund the development and expansion of our business. Any future determination to pay dividends will be at the discretion of our board of directors and will depend upon a number of factors, including our results of operations, financial condition, future prospects, contractual restrictions, restrictions imposed by applicable law and other factors our board of directors deems relevant.

PRIVATE PLACEMENT OF SHARES OF COMMON STOCK AND WARRANTS On October 29, 2024, we entered into securities purchase agreements (the “Purchase Agreements”) with institutional accredited investors pursuant to which, we sold to such investors (i) 1,948,295 shares of common stock, par value \$0.0001 per share, (ii) series A common stock warrants to purchase up to 1,948,295 shares of Common Stock (the “Series A Common Stock Warrants”), and (iii) series B common stock warrants to purchase up to 1,948,295 shares of Common Stock (the “Series B Common Stock Warrants” and together with the Series A Common Stock Warrants, the “Common Stock Warrants”). The purchase price of each share of Common Stock and associated Common Warrants was \$0.64 (\$0.89 in the case of insiders) in a private placement for aggregate gross proceeds of approximately \$1.275 million, exclusive of placement agent commission and fees and other offering expenses (the “Offering”). For more information regarding the Common Stock Warrants, see “Description of Capital Stock” “Warrants” “Common Stock Warrants”. In connection with the Offering, we entered into a registration rights agreement dated October 29, 2024 (the “Registration Rights Agreement”) with the investors pursuant to which we agreed to prepare and file a registration statement covering the Securities on or prior to the date that is 30 calendar days following the date of the Registration Rights Agreement. We agreed to use our best efforts to cause the registration statement covering the Registrable Securities to be declared effective as promptly as practicable after the filing thereof, but in any event no later than the 60th calendar day following the date of the Registration Rights Agreement (or in the event of a full review by the SEC, the 90th calendar day following the date of the Registration Rights Agreement).

35 SELLING STOCKHOLDERS The common stock being offered by the selling stockholders are those previously issued to the selling stockholders, and those issuable to the selling stockholders, upon exercise of the Common Stock Warrants. For additional information regarding the issuances of those shares of common stock, the Common Stock Warrants, see “Private Placement of Shares of Common Stock and Warrants” above. We are registering the shares of common stock in order to permit the selling stockholders to offer the shares for resale from time to time. Except for the ownership of the shares of common stock and the Common Stock Warrants or as otherwise set forth herein, 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 the shares of common stock by each of the selling stockholders. The second column lists the number of shares of common stock beneficially owned by each selling stockholder, based on its ownership of the shares of our securities, as of December 10, 2024, assuming exercise of the Common Stock Warrants held by the selling stockholders on that date, without regard to any limitations on exercises. The third column lists the shares of common stock being offered by this prospectus by the selling stockholders. In accordance with the terms of a registration rights agreement with the selling stockholders, this prospectus generally covers the resale of the sum of (i) the number of shares of common stock issued to the selling stockholders in the “Private Placement of Shares of Common Stock and Warrants” described above and (ii) the maximum number of shares of common stock issuable upon exercise of the related Warrants, determined as if the outstanding Warrants were exercised in full as of the trading day immediately preceding the date this registration statement was initially filed with the SEC, each as of the trading day immediately preceding the applicable date of determination and all subject to adjustment as provided in the registration right agreement, without regard to any limitations on the exercise of the Common Stock Warrants. The fourth column assumes the sale of all of the shares offered by the selling stockholders pursuant to this prospectus. Under the terms of the Common Stock Warrants, a selling stockholder may not exercise such warrants to the extent such exercise would cause such selling stockholder, together with its affiliates and attribution parties, to beneficially own a number of shares of common stock which would exceed 4.99% or 9.99%, as applicable, of our then outstanding common stock following such exercise, excluding for purposes of such determination shares of common stock issuable upon exercise of the Common Stock Warrants which have not been exercised. The number of shares in the second and fourth columns do not reflect this limitation. The selling stockholders may sell all, some or none of their shares in this offering. See “Plan of Distribution.”

Name of Selling Stockholder	Number of shares of Common Stock Owned Prior to Offering	Maximum Number of shares of Common Stock to be Sold Pursuant to this Prospectus	Number of shares of Common Stock Owned After Offering
Alta Partners, LLC (1)	1,640,625		
The Next World Trust (3)	1,171,875		
Bigger Capital Fund, LP (5)	468,750		
FirstFire Global Opportunities Fund, LLC (7)	468,750		
Stephen Dâ€™Antonio (9)	468,750		
Granite Creek Exempt Trust (11)	468,750		
Patrice McNicoll (13)	351,561		
Garo H. Armen, IRA (15)	1,000,989		
Polaris Prime Small Capital (18)	234,375		
Josiah Austin (20)	117,186		
Stephen Mut (22)	117,186		
TOTAL	5,844,885		

(1) 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 Alta Partners, LLC is 1205 Franklin Ave., Suite 320, Garden City, NY 11530. (2) Represents (i) 546,875 shares of common stock, (ii) Series A Common Stock Warrants to purchase up to 546,875 shares of common stock, and (iii) Series B Warrants to purchase up to 546,875 shares of common stock. The warrants contain an ownership limitation such that the holder may not exercise any of such warrants to the extent that such exercise would result in the holder’s beneficial ownership being in excess of 4.99% of the Company’s issued and outstanding common stock together with all shares owned by the holder and its affiliates. (3) 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 The Next World Trust is 504 Hazel, Corona Del Mar, CA 92625. (4) Represents (i) 390,625 shares of common stock, (ii) Series A Common Stock Warrants to purchase up to 390,625 shares of common stock, and (iii) Series B Warrants to purchase up to 390,625 shares of common stock. The warrants contain an ownership limitation such that the holder may not exercise any of such warrants to the extent that such exercise would result in the holder’s beneficial ownership being in excess of 4.99% of the Company’s issued and outstanding common stock together with all shares owned by the holder and its affiliates. (5) 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 Bigger Capital Fund, LP is 11700 West Charleston BLVD., #170-659, Las Vegas, NV 89135. Â (6) Represents (i) 156,250 shares of common stock, (ii) Series A Common Stock Warrants to purchase up to 156,250 shares of common stock, and (iii) Series B Warrants to purchase up to 156,250 shares of common stock. The warrants contain an ownership limitation such that the holder may not exercise any of such warrants to the extent that such exercise would result in the holder's beneficial ownership being in excess of 4.99% of the Company's issued and outstanding common stock together with all shares owned by the holder and its affiliates. Â (7) 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 FirstFire Global Opportunities Fund, LLC is 1040 1st Ave., Suite 190, New York, NY 10022. Â (8) Represents (i) 156,250 shares of common stock, (ii) Series A Common Stock Warrants to purchase up to 156,250 shares of common stock, and (iii) Series B Warrants to purchase up to 156,250 shares of common stock. The warrants contain an ownership limitation such that the holder may not exercise any of such warrants to the extent that such exercise would result in the holder's beneficial ownership being in excess of 4.99% of the Company's issued and outstanding common stock together with all shares owned by the holder and its affiliates. Â (9) 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 Stephen D'Antonio is 19 Westbury Rd., Garden City, NY 11530. Â (10) Represents (i) 156,250 shares of common stock, (ii) Series A Common Stock Warrants to purchase up to 156,250 shares of common stock, and (iii) Series B Warrants to purchase up to 156,250 shares of common stock. The warrants contain an ownership limitation such that the holder may not exercise any of such warrants to the extent that such exercise would result in the holder's beneficial ownership being in excess of 4.99% of the Company's issued and outstanding common stock together with all shares owned by the holder and its affiliates. Â (11) 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 Granite Creek Exempt Trust is PO BOX 504, 7455 N. Granite Creek Rd., Teton Village, WY 83025. Â (12) Represents (i) 156,250 shares of common stock, (ii) Series A Common Stock Warrants to purchase up to 156,250 shares of common stock, and (iii) Series B Warrants to purchase up to 156,250 shares of common stock. The warrants contain an ownership limitation such that the holder may not exercise any of such warrants to the extent that such exercise would result in the holder's beneficial ownership being in excess of 4.99% of the Company's issued and outstanding common stock together with all shares owned by the holder and its affiliates. Â (13) 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 Patrice McNicoll is 9037 Vista Ancapa Road, Moorpark, CA 93021. Â (14) Represents (i) 117,187 shares of common stock, (ii) Series A Common Stock Warrants to purchase up to 117,187 shares of common stock, and (iii) Series B Warrants to purchase up to 117,187 shares of common stock. The warrants contain an ownership limitation such that the holder may not exercise any of such warrants to the extent that such exercise would result in the holder's beneficial ownership being in excess of 4.99% of the Company's issued and outstanding common stock together with all shares owned by the holder and its affiliates. Â (15) The address of Garo H. Armen, IRA is 149 5th Avenue, Room 500, New York, NY 10010. Â 38 Â (16) Includes 738,489 shares of common stock. Also includes options to purchase 266,667 shares of common stock at an exercise price of \$1.74, \$5.00 or \$7.00 per share. Does not include options to purchase 245,833 shares that are not exercisable within 60 days of the date of this prospectus. Â (17) Represents (i) 112,359 shares of common stock, (ii) Series A Common Stock Warrants to purchase up to 112,359 shares of common stock, and (iii) Series B Warrants to purchase up to 112,359 shares of common stock. The warrants contain an ownership limitation such that the holder may not exercise any of such warrants to the extent that such exercise would result in the holder's beneficial ownership being in excess of 4.99% of the Company's issued and outstanding common stock together with all shares owned by the holder and its affiliates. Â (18) 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 Polaris Prime Small Capital is 825 Lowcountry Blvd., Suite 206, Mt. Pleasant, SC 29464. Â (19) Represents (i) 78,125 shares of common stock, (ii) Series A Common Stock Warrants to purchase up to 78,125 shares of common stock, and (iii) Series B Warrants to purchase up to 78,125 shares of common stock. The warrants contain an ownership limitation such that the holder may not exercise any of such warrants to the extent that such exercise would result in the holder's beneficial ownership being in excess of 4.99% of the Company's issued and outstanding common stock together with all shares owned by the holder and its affiliates. Â (20) 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 Josiah Austin is 4801 E. Broadway Blvd., Ste. 501, Tuscon, AZ 85711. Â (21) Represents (i) 39,062 shares of common stock, (ii) Series A Common Stock Warrants to purchase up to 39,062 shares of common stock, and (iii) Series B Warrants to purchase up to 39,062 shares of common stock. The warrants contain an ownership limitation such that the holder may not exercise any of such warrants to the extent that such exercise would result in the holder's beneficial ownership being in excess of 4.99% of the Company's issued and outstanding common stock together with all shares owned by the holder and its affiliates. Â (22) 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 Stephen Mut is 102 Glenmoor Lane, Englewood, CO 80113. Â (23) Represents (i) 39,062 shares of common stock, (ii) Series A Common Stock Warrants to purchase up to 39,062 shares of common stock, and (iii) Series B Warrants to purchase up to 39,062 shares of common stock. The warrants contain an ownership limitation such that the holder may not exercise any of such

warrants to the extent that such exercise would result in the holder's beneficial ownership being in excess of 4.99% of the Company's issued and outstanding common stock together with all shares owned by the holder and its affiliates.

39 DESCRIPTION OF CAPITAL STOCK

The following is a description of our Common Stock, \$0.0001 par value (the "Common Stock") and Preferred Stock, \$0.000001 par value (the "Preferred Stock"). The Common Stock is the only security of the Company registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

General. We are authorized to issue 120,000,000 shares of all classes of capital stock, of which 100,000,000 shares are Common Stock, \$0.001 par value per share, and 20,000,000 shares are Preferred Stock, \$0.000001 par value per share. Our capital is stated in U.S. dollars. As of December 10, 2024, we had 7,143,318 outstanding shares of Common Stock.

Common Stock

Voting. The holders of our common stock are entitled to one vote for each share held of record on all matters on which the holders are entitled to vote (or consent pursuant to written consent).

Dividends. The holders of our common stock are entitled to receive, ratably, dividends only if, when and as declared by our board of directors out of funds legally available therefor and after provision is made for each class of capital stock having preference over the common stock. We have never declared or paid dividends. We do not intend to pay cash dividends on our common stock for the foreseeable future, but currently intend to retain any future earnings to fund the development and growth of our business. The payment of dividends if any, on our common stock will rest solely within the discretion of our board of directors and will depend, among other things, upon our earnings, capital requirements, financial condition, and other relevant factors.

Liquidation Rights. In the event of our liquidation, dissolution or winding-up, the holders of our common stock are entitled to share, ratably, in all assets remaining available for distribution after payment of all liabilities and after provision is made for each class of capital stock having preference over the common stock.

Conversion Rights. The holders of our common stock have no conversion rights.

Preemptive and Similar Rights. The holders of our common stock have no preemptive or similar rights.

Redemption/Put Rights. There are no redemption or sinking fund provisions applicable to the common stock. All of the outstanding shares of our common stock are fully-paid and non-assessable.

Anti-Takeover Effect of Delaware Law, Certain Charter and Bylaw Provisions

In addition to the provisions included in our Third Amended and Restated Certificate of Incorporation and Bylaws, we are subject to the provisions of Section 203 of the General Corporation Law of the State of Delaware, an anti-takeover law. In general, Section 203 prohibits a publicly held Delaware corporation from engaging in a "business combination" with an "interested stockholder" 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 the following prescribed manner:

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a— prior to the time of the transaction, the board of directors of the corporation approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder;

b— upon completion of the transaction that resulted in the stockholder becoming an interested stockholder, the stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the number of shares outstanding (1) shares owned by persons who are directors and also officers and (2) shares owned by employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; and

c— on or subsequent to the time of the transaction, the business combination is approved by the board and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least 66 2/3% of the outstanding voting stock which is not owned by the interested stockholder.

Generally, for purposes of Section 203, a "business combination" includes a merger, asset or stock sale, or other transaction resulting in a financial benefit to the interested stockholder. An "interested stockholder" is a person who, together with affiliates and associates, owns or, within three years prior to the determination of interested stockholder status, owned 15% or more of a corporation's outstanding voting securities.

Transfer Agent and Registrar

Equiniti Trust Company, LLC is the transfer agent and registrar for our common stock.

Preferred Stock

Under the terms of our Third Amended and Restated Certificate of Incorporation, our board of directors have the authority, without further action by our stockholders, to issue up to 20,000,000 shares of Preferred Stock in one or more series, to establish from time to time the number of shares to be included in each such series, to fix the rights, preferences and privileges of the shares of each wholly unissued series and any qualifications, limitations or restrictions thereon, and to increase or decrease the number of shares of any such series, but not below the number of shares of such series then outstanding. The powers, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding.

Our board of directors may authorize the issuance of Preferred Stock with voting or conversion rights that could adversely affect the voting power or other rights of the holders of our Common Stock. The purpose of authorizing our board of directors to issue Preferred Stock and determine its rights and preferences is to eliminate delays associated with a stockholder vote on specific issuances. The issuance of Preferred Stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things, have the effect of delaying, deferring or preventing a change in control of us and may adversely affect the market price of our Common Stock and the voting and other rights of the holders of our Common Stock. It is not possible to state the actual effect of the issuance of any shares of Preferred Stock on the rights of holders of Common Stock until the board of directors determines the specific rights attached to that Preferred Stock.

Outstanding Warrants

Warrants Issued in November 2024 Private Placement

The Company must seek approval from its stockholders (the "Stockholder Approval") for the issuance of the shares issuable upon exercise of the Common Stock Warrants by December 28, 2024. In the event the Company does not obtain Stockholder Approval at an annual or special meeting by December 28, 2024, the Company must call a stockholder meeting every 60 days thereafter to seek Stockholder Approval until the earlier date on which Stockholder Approval is obtained or the Common Stock Warrants are no longer outstanding.

Series A Common Stock Warrants

Each Series A Common Stock Warrant is exercisable for a period of eighteen (18) months from the Stockholder Approval Date (as defined in the Purchase Agreement) at an exercise price of \$0.64 per share, subject to adjustment. If, at any time after the issuance date of the Common Stock Warrant, a registration statement covering the resale of the Common Stock Warrant Shares is not effective, the holders may exercise the Common Stock Warrants by means of a cashless exercise. The Company is prohibited from effecting an exercise of the Common Stock Warrants to the extent that, as a result of such exercise, the holder together with the holder's affiliates, would beneficially own more than 4.99% (or, at the election of the holder, 9.99%) of the number of shares of common stock outstanding immediately after giving effect to the issuance of the Common Stock Warrant Shares upon exercise of the Common Stock Warrant, which beneficial ownership limitation may be increased by the holder up to, but not exceeding, 9.99%.

Series B Common Stock Warrants

Each Series B Common Stock Warrant is exercisable for

a period of five (5) years from the Stockholder Approval Date at an exercise price of \$0.64 per share, subject to adjustment. If, at any time after the issuance date of the Common Stock Warrant, a registration statement covering the resale of the Common Stock Warrant Shares is not effective, the holders may exercise the Common Stock Warrants by means of a cashless exercise. The Company is prohibited from effecting an exercise of the Common Stock Warrants to the extent that, as a result of such exercise, the holder together with the holder's affiliates, would beneficially own more than 4.99% (or, at the election of the holder, 9.99%) of the number of shares of common stock outstanding immediately after giving effect to the issuance of the Common Stock Warrant Shares upon exercise of the Common Stock Warrant, which beneficial ownership limitation may be increased by the holder up to, but not exceeding, 9.99%.

Â 41 Â PLAN OF DISTRIBUTION Â Each selling stockholder of the securities and any of their pledgees, assignees and successors-in-interest may, from time to time, sell any or all of their securities covered hereby on the principal Trading Market or any other stock exchange, market or trading facility on which the securities are traded or in private transactions. "Trading Market" means any of the following markets or exchanges on which the Company's 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, the New York Stock Exchange, OTCQB or OTCQX (or any successors to any of the foregoing). These sales may be at fixed or negotiated prices. A selling stockholder may use any one or more of the following methods when selling securities: Â — ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers; Â — 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; Â — purchases by a broker-dealer as principal and resale by the broker-dealer for its account; Â — an exchange distribution in accordance with the rules of the applicable exchange; Â — privately negotiated transactions; Â — settlement of short sales; Â — in transactions through broker-dealers that agree with the selling stockholders to sell a specified number of such securities at a stipulated price per security; Â — through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise; Â — a combination of any such methods of sale; or Â — any other method permitted pursuant to applicable law. Â The selling stockholders may also sell securities under Rule 144 or any other exemption from registration under the Securities Act, if available, rather than under this prospectus. Â 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. Â In connection with the sale of the securities 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 securities in the course of hedging the positions they assume. The selling stockholders may also sell securities short and deliver these securities to close out their short positions, or loan or pledge the securities 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 create one or more derivative securities which require the delivery to such broker-dealer or other financial institution of securities offered by this prospectus, which securities such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

Â 42 Â Â The selling stockholders and any broker-dealers or agents that are involved in selling the securities may be deemed to be "underwriters" within the meaning of the Securities Act in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the securities purchased by them may be deemed to be underwriting commissions or discounts under 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 securities. Â The Company is required to pay certain fees and expenses incurred by the Company incident to the registration of the securities. The Company has agreed to indemnify the selling stockholders against certain losses, claims, damages and liabilities, including liabilities under the Securities Act. Â We agreed to keep this prospectus effective until the earlier of (i) the date on which the securities may be resold by the selling stockholders without registration and without regard to any volume or manner-of-sale limitations by reason of Rule 144, without the requirement for the Company to be in compliance with the current public information under Rule 144 under the Securities Act or any other rule of similar effect or (ii) all of the securities have been sold pursuant to this prospectus or Rule 144 under the Securities Act or any other rule of similar effect. The resale securities will be sold only through registered or licensed brokers or dealers if required under applicable state securities laws. In addition, in certain states, the resale securities 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. Â Under applicable rules and regulations under the Exchange Act, any person engaged in the distribution of the resale securities may not simultaneously engage in market making activities with respect to the 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 the 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).

Â 43 Â DISCLOSURE OF COMMISSION POSITION ON INDEMNIFICATION FOR SECURITIES ACT LIABILITIES Â Section 145 of the Delaware General Corporation Law (the "DGCL") authorizes a court to award, or a corporation's board of directors to grant, indemnity to directors and officers in terms sufficiently broad to permit such indemnification under certain circumstances for liabilities (including reimbursement for expenses incurred) arising under the Securities Act of 1933. Our amended and restated certificate of incorporation limits the liability of our officers and directors to the fullest extent permitted by the DGCL, and our amended and restated certificate of incorporation provides that we will indemnify our officers and directors to the fullest extent permitted by such law. Â Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling the registrant pursuant to the foregoing provisions, the registrant has been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable. Â **LEGAL MATTERS** Â Duane Morris LLP, New York, New York, will pass upon the validity of the issuance of the securities offered by this prospectus. Â **EXPERTS** Â The consolidated financial statements of Protagenic Therapeutics incorporated in this prospectus by reference to the Annual Report on

Form 10-K (and its amendments) for the year ended December 31, 2023 have been so incorporated in reliance on the report (which contains an explanatory paragraph regarding the Company's ability to continue as a going concern) of MaloneBailey, LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting. **WHERE YOU CAN FIND MORE INFORMATION** We file annual, quarterly and other periodic reports, proxy statements and other information with the SEC. You can read our SEC filings over the Internet at the SEC's website at www.sec.gov. Our Internet address is www.protagenic.com. There we make available free of charge, on or through the investor relations section of our website, annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act as soon as reasonably practicable after we electronically file such material with the SEC. The information found on our website is not part of this prospectus. The SEC maintains a website at <http://www.sec.gov> that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC.

INCORPORATION OF CERTAIN DOCUMENTS 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, and subsequent information that we file with the SEC will automatically update and supersede that information. 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 or a subsequently filed document incorporated by reference modifies or replaces that statement. This prospectus incorporates by reference the documents set forth below that have previously been filed with the SEC:

- Our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, filed with the SEC on April 1, 2024, and amended by Amendment No. 1 to Annual Report on Form 10-K/A filed with the SEC on April 24, 2024 and amended by Amendment No. 2 to Annual Report on Form 10-K/A filed with the SEC on May 14, 2024;
- Our Quarterly Report on Form 10-Q for the quarter ended March 31, 2024 as filed with the SEC on May 15, 2024;
- Our Quarterly Report on Form 10-Q for the quarter ended June 30, 2024 as filed with the SEC on August 14, 2024;
- Our Quarterly Report on Form 10-Q for the quarter ended September 30, 2024 as filed with the SEC on November 14, 2024;
- Our Current Reports on Form 8-K filed on March 21, 2024 (excluding the information and related exhibit furnished pursuant to Item 7.01), May 24, 2024, July 26, 2024, September 18, 2024, October 30, 2024 (excluding the information and related exhibit furnished pursuant to Item 7.01), November 5, 2024 (excluding the information and related exhibit furnished pursuant to Item 7.01), November 22, 2024 and December 3, 2024;
- the description of our common stock set forth in the Registration Statement on Form 8-A12B filed with the Securities Exchange Commission on April 26, 2021, including any amendment or report filed for the purpose of updating such description; and
- all reports and other documents subsequently filed by us pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act after the date of this prospectus and prior to the termination or completion of the offering of securities under this prospectus shall be deemed to be incorporated by reference in this prospectus and to be a part hereof from the date of filing such reports and other documents. All reports and other documents we subsequently file pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act in this prospectus, prior to the termination of this offering, but excluding any information furnished to, rather than filed with, the SEC, will also be incorporated by reference into this prospectus and deemed to be part of this prospectus from the date of the filing of such reports and documents. We will furnish without charge to each person, including any beneficial owner, to whom a prospectus is delivered, upon written or oral request, a copy of any or all of the documents incorporated by reference into this prospectus but not delivered with the prospectus, including exhibits that are specifically incorporated by reference into such documents. You should direct any requests for documents to: Protagenic Therapeutics, Inc. 149 Fifth Avenue, Suite 500 New York, New York 10010 212-994-8200 Attention: Chief Financial Officer. You may also access these documents on our website, www.protagenic.com. The information on, or accessible through, our website, or any other website described herein, is not a part of, and is not incorporated or deemed to be incorporated by reference in, this prospectus, or the registration statement of which it forms a part.

PROTAGENIC THERAPEUTICS, INC. 5,844,885 Shares of Common Stock **PROSPECTUS** _____, 2024

PART II INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13 Other Expenses of Issuance and Distribution. The following table sets forth the costs and expenses payable by the Company in connection with the registration and sale of the common stock being registered. All amounts are estimates except the SEC registration fee.

	Amount to be paid (\$)
SEC registration fee	\$464
Legal fees and expenses	\$35,000
Printing fees and miscellaneous	\$12,000
Accounting fees and expenses	\$25,000
Total	\$72,464

Item 14. Indemnification of Directors and Officers. We are incorporated under the laws of the state of Delaware. Section 145 of the Delaware General Corporation Law provides that a Delaware corporation may indemnify any persons who are, or are threatened to be made, parties to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person was an officer, director, employee or agent of such corporation, or is or was serving at the request of such person as an officer, director, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided that such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was illegal. A Delaware corporation may indemnify any persons who are, or are threatened to be made, a party to any threatened, pending or completed action or suit by or in the right of the corporation by reason of the fact that such person was a director, officer, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests except that no indemnification is permitted without judicial approval if the officer or director is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him or her against the expenses that such officer or director has actually and reasonably incurred. Our charter and bylaws provide for the indemnification of our directors and officers to the fullest extent permitted under the Delaware General Corporation Law. Section 102(b)(7) of the Delaware General Corporation Law permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable

to the corporation or its stockholders for monetary damages for breach of fiduciary duties as a director, except for liability for: (a) any breach of the director's duty of loyalty to the corporation or its stockholders; (b) any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law; (c) any act related to unlawful stock repurchases, redemptions or other distributions or payment of dividends; or (d) any transaction from which the director derived an improper personal benefit. (b) These limitations of liability do not affect the availability of equitable remedies such as injunctive relief or rescission. Our charter also authorizes us to indemnify our officers, directors and other agents to the fullest extent permitted under Delaware law. (c) As permitted by Section 145 of the Delaware General Corporation Law, our bylaws provide that: (i) we may indemnify our directors, officers and employees to the fullest extent permitted by the Delaware General Corporation Law, subject to limited exceptions; (ii) we may advance expenses to our directors, officers and employees in connection with a legal proceeding to the fullest extent permitted by the Delaware General Corporation Law, subject to limited exceptions; and (iii) the rights provided in our bylaws are not exclusive. (d) Section 174 of the Delaware General Corporation Law provides, among other things, that a director who willfully or negligently approves of an unlawful payment of dividends or an unlawful stock purchase or redemption may be held liable for such actions. A director who was either absent when the unlawful actions were approved, or dissented at the time, may avoid liability by causing his or her dissent to such actions to be entered in the books containing minutes of the meetings of the board of directors at the time such action occurred or immediately after such absent director receives notice of the unlawful acts. (e) Our Third Amended and Restated Certificate of Incorporation provides that no director shall be liable to us or our stockholders for monetary damages for breach of fiduciary duty as a director to the fullest extent permitted by the DGCL. (f) We have entered into Indemnification Agreements with each of our directors and executive officers. Pursuant to our agreements, we will be obligated, to the extent permitted by applicable law, to indemnify our directors and officers against all expenses, judgments, fines and penalties incurred in connection with the defense or settlement of any actions brought against them by reason of the fact that they were our directors or officers or assumed certain responsibilities at our direction. (g) We also have purchased directors and officers' liability insurance in order to limit our exposure to liability of indemnification of directors and officers.

Item 15. Recent Sales of Unregistered Securities (a) During the year ended December 31, 2023, \$520,867 in principal and interest were converted to 104,173 shares of the Company's common stock. (b) Item 16. Exhibits and Financial Statement Schedules. (a) The exhibits listed below are filed as part of or incorporated by reference into this Registration Statement on Form S-1. Where certain exhibits are incorporated by reference from a previous filing, the exhibit numbers and previous filings are identified in parentheses. (b)

Exhibit Number	Description
3.1	Third Amended and Restated Certificate of Incorporation of Protagenic Therapeutics, Inc. (Incorporated by reference to Exhibit 3.1 to Company's Current Report on Form 8-K, as filed with the SEC on June 20, 2016).
3.2	Second Amended and Restated Bylaws of Protagenic Therapeutics, Inc., (Incorporated by reference to Exhibit 3.1 to Company's Current Report on Form 8-K, as filed with the SEC on June 1, 2018).
4.1	Description of Securities (Incorporated by reference to Exhibit 4.1 to the Company's Annual Report on Form 10-K, as filed with the SEC on April 1, 2024).
4.2	Form of Warrant of Protagenic Therapeutics, Inc. (Incorporated by reference to Exhibit 4.1 to Company's Current Report on Form 8-K, as filed with the SEC on February 12, 2016.)
4.3(i)	Warrant of Protagenic Therapeutics, Inc. issued to Garo H. Armen on May 17, 2011. (Incorporated by reference to Exhibit 4.3(i) to Company's Current Report on Form 8-K, as filed with the SEC on February 12, 2016.)
4.3(ii)	Warrant of Protagenic Therapeutics, Inc. issued to Garo H. Armen on February 18, 2013 (Incorporated by reference to Exhibit 4.3(ii) to Company's Current Report on Form 8-K, as filed with the SEC on February 12, 2016.)
4.4(i)	Warrant of Protagenic Therapeutics, Inc. issued to Gregory H. Ekizian on July 7, 2011. (Incorporated by reference to Exhibit 4.4(i) to Company's Current Report on Form 8-K, as filed with the SEC on February 12, 2016.)
4.4(ii)	Warrant of Protagenic Therapeutics, Inc. issued to PENSICO Trust Company, FBO Gregory H. Ekizian on February 18, 2013. (Incorporated by reference to Exhibit 4.4(ii) to Company's Current Report on Form 8-K, as filed with the SEC on February 12, 2016.)
4.5	Form of Placement Agent Warrant (Incorporated by reference to Exhibit 4.5 to Company's Current Report on Form 8-K, as filed with the SEC on April 18, 2016).
4.6	Form of Series A Common Stock Purchase Warrant (previously filed as Exhibit 4.1 to the Registrant's Current Report on Form 8-K, originally filed with the SEC on October 30, 2024, and incorporated herein by reference)
4.7	Form of Series B Common Stock Purchase Warrant (previously filed as Exhibit 4.2 to the Registrant's Current Report on Form 8-K, originally filed with the SEC on October 30, 2024, and incorporated herein by reference)
4.8	Form of Placement Agent Warrant (previously filed as Exhibit 4.3 to the Registrant's Current Report on Form 8-K, originally filed with the SEC on October 30, 2024, and incorporated herein by reference)
5.1*	Opinion of Duane Morris LLP
10.1	Employment Agreement, effective January 1, 2014 between Protagenic Therapeutics Canada (2006) Inc. and Dr. Robert Ziroyan (Incorporated by reference to Exhibit 10.12 to Company's Current Report on Form 8-K, as filed with the SEC on February 12, 2016.)
10.2	Consulting Agreement, effective December 18, 2020, between Protagenic Therapeutics Inc. and Dr. Andrew Slee. (Incorporated by reference to Exhibit 10.2 to Company's Annual Report on Form 10-K, as filed with the SEC on March 25, 2021.)
10.3	Consulting Agreement, as amended, between Protagenic Therapeutics Canada (2006) Inc. and Dr. Dalia Barsyte (Incorporated by reference to Exhibit 10.13 to Company's Current Report on Form 8-K, as filed with the SEC on February 12, 2016.)
10.4	Amended and Restated Consulting Agreement, effective December 18, 2020, between Protagenic Therapeutics Inc. and Dr. Robert B. Stein. (Incorporated by reference to Exhibit 10.4 to Company's Annual Report on Form 10-K, as filed with the SEC on March 25, 2021.)
10.5	Protagenic Therapeutics, Inc. 2006 Employee, Director and Consultant Stock Plan (Incorporated by reference to Exhibit 10.16 to Company's Current Report on Form 8-K, as filed with the SEC on February 12, 2016.)
10.6	Form of Nonqualified Stock Option Award Agreement under the 2006 Employee, Director and Consultant Stock Plan. (Incorporated by reference to Exhibit 10.17 to Company's Current Report on Form 8-K, as filed with the SEC on February 12, 2016.)
10.7(i)	Technology License Agreement, effective July 21, 2005, between The University of Toronto Innovations Foundation and Protagenic Therapeutics, Inc. (Incorporated by reference to Exhibit 10.19(i) to Company's Current Report on Form 8-K, as filed with the SEC on February 12, 2016.)
10.7(ii)	First Amendment to Technology License Agreement, effective February 18, 2015, between the Governing Council of the University of Toronto and Protagenic Therapeutics, Inc. (Incorporated by reference to Exhibit 10.19(ii) to Company's Current Report on Form 8-K, as filed with the SEC on February 12, 2016.)
10.8(i)	Sponsored Research Agreement, effective April 1, 2014, between the Governing Council of the University of Toronto and Protagenic Therapeutics Canada (2006), Inc., Protagenic Therapeutics, Inc. (Incorporated by reference to Exhibit 10.20(i) to Company's Current Report on Form

8-K, as filed with the SEC on February 12, 2016.) Â Â Â 10.8(ii) Â Amendment to the Sponsored Research Agreement, effective April 1, 2015, between the Governing Council of the University of Toronto and Protagenic Therapeutics Canada (2006), Inc., Protagenic Therapeutics, Inc. (Incorporated by reference to Exhibit 10.20(ii) to Companyâ€™s Current Report on Form 8-K, as filed with the SEC on February 12, 2016.) Â Â Â 10.9â€ Â Protagenic Therapeutics, Inc. 2016 Equity Compensation Plan. (Incorporated by reference to Exhibit 10.1 to Companyâ€™s Current Report on Form 8-K, as filed with the SEC on June 20, 2016.) Â Â Â 10.10â€ Â Form of Incentive Stock Option Agreement under the Protagenic Therapeutics, Inc. 2016 Equity Compensation Plan. (Incorporated by reference to Exhibit 10.2 to Companyâ€™s Current Report on Form 8-K, as filed with the SEC on June 20, 2016.) Â Â Â 10.11â€ Â Form of Nonqualified Stock Option Grant Agreement under the Protagenic Therapeutics, Inc. 2016 Equity Compensation Plan. (Incorporated by reference to Exhibit 10.3 to Companyâ€™s Current Report on Form 8-K, as filed with the SEC on June 20, 2016.) Â Â Â 10.12 Â Form of Convertible Note Purchase Agreement (Incorporated by reference to Exhibit 10.1 to the Companyâ€™s Current Report on Form 8-K, as filed with the SEC on November 21, 2019) Â Â Â 10.13 Â Form of Convertible Promissory Note (Incorporated by reference to Exhibit 10.2 to the Companyâ€™s Current Report on Form 8-K, as filed with the SEC on November 21, 2019) Â Â Â 10.14 Â Form of Guaranty (Incorporated by reference to Exhibit 10.3 to the Companyâ€™s Current Report on Form 8-K, as filed with the SEC on November 21, 2019) Â Â Â 10.15 Â Securities Purchase Agreement, dated as of October 29, 2024, between the Company and the purchaser named therein (previously filed as Exhibit 10.1 to the Registrantâ€™s Current Report on Form 8-K, originally filed with the SEC on October 30, 2024, and incorporated herein by reference) Â 50 Â Â 10.16 Â Registration Rights Agreement, dated as of October 29, 2024, between the Company and the purchaser named therein (previously filed as Exhibit 10.2 to the Registrantâ€™s Current Report on Form 8-K, originally filed with the SEC on October 30, 2024, and incorporated herein by reference) Â Â Â 14.1 Â Protagenic Therapeutics, Inc. Code of Business Conduct and Ethics (incorporated by reference to Exhibit 14.1 to the Current Report on Form 10-K, as filed with the SEC on April 18, 2017) Â Â Â 14.2 Â Protagenic Therapeutics, Inc. Guideline on Significant Corporate Governance Issues (incorporated by reference to Exhibit 14.2 to the Current Report on Form 10-K, as filed with the SEC on April 18, 2017). Â Â Â 14.3 Â Protagenic Therapeutics, Inc. Process for Security Holder Communications with Directors (incorporated by reference to Exhibit 14.3 to the Current Report on Form 10-K, as filed with the SEC on April 18, 2017). Â Â Â 21 Â Subsidiaries (Incorporated by reference to Exhibit 21.1 to the Companyâ€™s Annual Report on Form 10-K, as filed with the SEC on April 1, 2024) Â Â Â 23.1* Â Consent of MaloneBailey, LLP Independent Registered Public Accounting Firm. Â Â Â 23.2* Â Consent of Duane Morris LLP (included in Exhibit 5.1). Â Â Â 97 Â Protagenic Therapeutics, Inc. Policy on Recovery of Erroneously Awarded Compensation (Incorporated by reference to Exhibit 97 to the Companyâ€™s Annual Report on Form 10-K, as filed with the SEC on April 1, 2024) Â Â Â 99.1 Â Audit Committee Charter adopted by Board of Directors of Protagenic Therapeutics, Inc. on March 7, 2017 (Incorporated by reference to Exhibit 99.1 to the Companyâ€™s Annual Report on Form 10-K, as filed with the SEC on April 1, 2024) Â Â Â 99.2 Â Compensation Committee Charter adopted by Board of Directors of Protagenic Therapeutics, Inc. on March 7, 2017 (Incorporated by reference to Exhibit 99.2 to the Companyâ€™s Annual Report on Form 10-K, as filed with the SEC on April 1, 2024). Â Â Â 99.3 Â Governance and Nominating Committee Charter adopted by Board of Directors of Protagenic Therapeutics, Inc. on March 7, 2017 (Incorporated by reference to Exhibit 99.3 to the Companyâ€™s Annual Report on Form 10-K, as filed with the SEC on April 1, 2024). Â Â Â 99.4 Â Science Committee Charter adopted by the Board of Directors of Protagenic Therapeutics, Inc. (Incorporated by reference to Exhibit 99.1 to the Companyâ€™s Annual Report on Form 10-K, as filed with the SEC on April 29, 2020) Â Â Â 107* Â Filing Fee Table. Â Exhibits: Â â€ Indicates management compensatory plan, contract or arrangement. Â * Filed herewith. Â 51 Â Â Item 17.

Undertakings. Â a. The undersigned Registrant hereby undertakes: Â Â 1. To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement: Â Â i. To include any prospectus required by Section 10(a)(3) of the Securities Act; Â Â Â 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 SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the â€œCalculation of Registration Feeâ€ table in the effective registration statement. Â Â Â iii. To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the registration statement; Â Provided however, that paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(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 SEC by the Registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement. Â Â 2. That, for the purpose of determining any liability under the Securities Act, 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. Â Â 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. Â Â 4. That, for the purpose of determining liability under the Securities Act to any purchaser: Â Â i. Each prospectus filed by the Registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and Â Â ii. Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; 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 effective date, 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 effective date. 52 5. That, for the purpose of determining liability of the Registrant under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned Registrant undertakes that in a primary offering of securities of the undersigned Registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- i. Any preliminary prospectus or prospectus of the undersigned Registrant relating to the offering required to be filed pursuant to Rule 424;
- ii. Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned Registrant or used or referred to by the undersigned Registrant;
- iii. The portion of any other free writing prospectus relating to the offering containing material information about the undersigned Registrant or its securities provided by or on behalf of the undersigned Registrant; and
- iv. Any other communication that is an offer in the offering made by the undersigned Registrant to the purchaser.

b. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Exchange Act) 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. The undersigned registrant hereby undertakes to supplement the prospectus, after the expiration of the subscription period, to set forth the results of the subscription offer, the transactions by the underwriters during the subscription period, the amount of unsubscribed securities to be purchased by the underwriters, and the terms of any subsequent reoffering thereof. If any public offering by the underwriters is to be made on terms differing from those set forth on the cover page of the prospectus, a post-effective amendment will be filed to set forth the terms of such offering.

d. Insofar as indemnification for liabilities arising under the Securities Act 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 SEC 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.

53 SIGNATURES 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 the City of New York, New York, on December 19, 2024.

PROTAGENIC THERAPEUTICS, INC.

By: /s/ Garo H. Armen Garo H. Armen Chairman (Principal Executive Officer and Duly Authorized Officer)

POWER OF ATTORNEY We, the undersigned officers and directors of Protagenic Therapeutics, Inc., hereby severally constitute and appoint Garo H. Armen and Alexander K. Arrow, and each of them singly, our true and lawful attorneys, with full power to them, and to each of them singly, to sign for us and in our names in the capacities indicated below, the registration statement on Form S-1 filed herewith, and any and all pre-effective and post-effective amendments to said registration statement, and any registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, in connection with the registration under the Securities Act of 1933, as amended, of equity securities of the Company, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as each of us might or could do in person, and hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue of this Power of Attorney.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-1 has been signed below by the following persons in the capacities and on the dates indicated.

/s/ Garo H. Armen Director and Chairman of the Board (Principal Executive Officer) December 19, 2024

Garo H. Armen

/s/ Alexander K. Arrow Chief Financial Officer (Principal Financial Officer) December 19, 2024

Alexander K. Arrow

/s/ Robert B. Stein Director and Chief Medical Officer December 19, 2024

Robert B. Stein

/s/ Khalil Barrage Vice Chairman December 19, 2024

Khalil Barrage

/s/ Brian Corvese Director December 19, 2024

Brian Corvese

/s/ Timothy Wright Director December 19, 2024

Timothy Wright

/s/ Jennifer Buell Director December 19, 2024

Jennifer Buell

54 EX-5.1 2 ex5-1.htm Exhibit 5.1 NEW YORK LONDON SINGAPORE PHILADELPHIA CHICAGO WASHINGTON, DC SAN FRANCISCO SILICON VALLEY FIRM and AFFILIATE OFFICES HANOI HO CHI MINH CITY SHANGHAI ATLANTA BALTIMORE WILMINGTON MIAMI BOCA RATON SAN DIEGO LOS ANGELES BOSTON HOUSTON DALLAS FORT WORTH AUSTIN www.duanemorris.com PITTSBURGH NORTH JERSEY LAS VEGAS SOUTH JERSEY LAKE TAHOE MYANMAR ALLIANCES IN MEXICO December 19, 2024 Protagenic Therapeutics, Inc. 149 Fifth Avenue New York, NY 10010 Re: Protagenic Therapeutics, Inc. (the "Company") Registration Statement on Form S-1 (the "Registration Statement") Ladies and Gentlemen: We have acted as special counsel to Protagenic Therapeutics, Inc., a Delaware corporation (the "Company"), in connection with the issuance of this opinion that relates to a Registration Statement on Form S-1 (the "Registration Statement") filed by the Company with the United States Securities and Exchange Commission (the "SEC") under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement covers the resale, by the selling shareholders listed therein, from time to time pursuant to Rule 415 under the Securities Act as set forth in the Registration Statement, of shares (the "Shares") of the Company's common stock, par value \$0.0001 per share (the "Common Stock"), which consist of (i) 1,948,295 shares of Common Stock delivered to the selling shareholders pursuant to the Agreement (as defined below), (ii) series A warrants (the "Series A Common Stock Warrants") to purchase up to 1,948,295 shares (the "Series A Common Stock Warrant Shares") of Common Stock issued to the selling shareholders pursuant to the Agreement and (iii) series B warrants (the "Series B Common Stock Warrants", and together with the Series A Common Stock Warrants, the "Common Stock Warrants") to purchase up to 1,948,295 shares (the "Series B

[illegible]

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/VM!/AW1I;*WDM+/1/'FK^#*M?T6T^R^7'8R6MMIMI#+%YEJUQ:78* MPR%!D@+7;7TU_*Y_9;_
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@L01E3Y<@W#:7^7*#=E02-N<!]SQ59F,CB0\$>7LC:%W104=\ E1+ M&K*S1OG ;)(~D Y4@'Y W' !>_ \ X)
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BC8WWBJ&Z/V.N>"]U34DCMWD@;4].BAL?MID\A;RY@62WBD;T'= _P &MO[9 MWAKXA?L@:M^P[X@1M\$^+?[(?
M7QG+9:)]JUY?R:SKGPOV? \$?Q3XPCU)K* _7[M9 _@?Q?XGUKP;<6A2"WT[3;/0;.WC\$=K,R@'J4_3K4,UT'P\ M-O!VO^_
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#X1?#GP5X'\.:9X6\>/' A#3-JT?1=*M]/M[6PT_P];11QM9Z;,+ M),!"TDLF9YI;F24[WEG/F 'L=J%D(W*&;Y0S
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[0]=T'5[(~9XB\^+],9!KOA3QI@:2.#4 M=/,UI=P7UGU>1KVEW^G^(-"U#4=&U.ROKCWZ+HW^_] [*M \$E%%
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&%P2S%E4#C.8WW<!]N<9ZG 'I ?Y67[60@IO^ _ :S\?'\$3P1'IL9T^+3O"WC/4O#WBJR\01PE0FE2Z'XAN=*EMU8V
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=S_U):#J^G2^~M)U<7\$*Z:~#NFZF-1>XA%D--FTVVNA?27+.(
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/:7,#)B1)897C>-E8/@G !^F [4V@?%\ "MOVCOVWO ?[-P\L?B!^SE_P3O\Z#;^*/V@?VD?A=X\M?AM\5OB9XCN-.NM3
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MQJ^~7_1BU_X)8_L46?@+P=4=(\#R?\$OXY?M'?%PY=^,)\$&G\AJTL=U.? M2_AS\;#4=%A\
<^/8K+6]#AM;KQ!J]OH%E/J*W&G:E%;74J?BS_ ,""P2E M^".L?\\$WKCQ[^TU\;?VAOBUXQ_:RT#4=;U7XR>/-(L-
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S;3X1OP&\LC)B(BZ\$ M,\$BRJTDWQ&UR01@@+B2-Q)"RG:3+\F59"0#\TO@?:VL?^"2'_!?:]G']B?Q M9^V5=_VM/V7?
VR_NH7VGZ;^T%X^~6>/O\$'ASQJ]\$GB6TLM;TZ3Q?K_(E;
MPWKVE>,"=A;23Z#]#MI_B+0=8UBXU/38M073W@_4W_@MO\%(B1^P[\~/ M@[(?V:]+T36OVP?
VN?'B?'CX,S:S8C4~\ \$0W\$]OIEW\O;C1_6BU34],UC6 M]-_X1_3+J&2TN[E]0>VNU M\$ES)-%Q' !!C_@H=\2/V_P#]DOQ(_ P
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Z3^TOX M::WC5+*[UY_B=<=>,OB:NGW3F&S?Q3IUQ9I!&Z+#+^?^ \ P6ZP?VS_/_@AZX8N MI_]J4!B
"V[1K;YOE55(!"AAALG.3[[_P_%Z? \ @GM#^WM^P[XSLO!^D170 MQT^_SZA7_A'/;JU_<:99WMQXL\%VTCQM+<1>,-
COH(--#F.XU:VM+;) %M:.W:@#]C_'!CKPI2/!A3Q_X(U6U0>#?&_A[1_\$_AG6]/DAN;4="UZR@O MM-
O(GBD=&CFMKA6*AFV&.9&P8R#^_.\ P4VO=3:_M^/O[+G_2K\&W?L]VU_?:EXN\~2O>S(T^I_"
[Q)=ZII]KI:F5?"NJZ&8?,CM91;?L?_, \$C M_GB;XD:>=>?^"DGQ8TZZM?BG^W_ _-+>8>"+#54_U#X>?LE^_ ;2?1/V=?A
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MTNUBTS3=. _9NT#2K"UT&WM['3;+XV^ (+;3K>_."8%F,%G%L,-FNV%Y;J_8 MDQ_01_P6<_X*?^~O^~">?[-?P)^'WP
TVQU_JK\ :83PYX^&#\&KHS2_!MJ M+#+0M)U?QA<."@8ZQ?>+:E9Z9X;TV[5[*37+M;^Y6:+2GMI_P)_X.S<#]O_\
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MLMO<0RP\$/%EI0T:8+2(#_&9JEC)\?O\ @.L]:^&?"VII7[-GP^T6'XIZ]I_MG-
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_P6E_9_9YTGIJY M_B]X.^+D=A0_@W\+],_P'S_P_#*X35M=\9>#TV?&K0?!/JJZGXVT7PG)H MEGK>I6.L:[X@L?
%LR!M.T[P@9EMX?O76?^"27_!3>+JL]G;]IBQ_P""MWQR M\4)#XR.K?M^\$[J\UWPA*)]\+V<8U9_!GPH^"-AXDU3X;:
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(C(49RJ#ABR[G^9"K%9,1H\I\$99MBD[M>" ?R+?MH_&S_@HO\%/^"Z/_![X">./VQ~.UK]FGXZ_%;0_%_AOX8_"W11 M\]
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%FAZ)]?%AK5CI@^(.IS>(?^7B M+1Y~"U/4=+TVZ:WUG1[F]T.;\5/VK\ @FQ^UY_P0HT7QQ^W!_P3;_9\1W_M
.S=X'O\;Q%\;V9_C#>2ZGH?AG6=6LO#K'5=\$MI+P=XZT^W&HVFFS:K9: M-I7CW2\$>WUM+^ ^DBN;I?
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#_8T_.:^\$7[.T\T&NV7C3Q+1?@_JGQ5UR:*]MO)T2;P4 MP\4Z18:+J=@KS7-Q>:K9:XC7,=NT-LB1R++ "H>&?\
@TX_A\&^/;XJ>% M?^"CN@>/'B9IWB.;QA9>/] ^&'BS1?%EKXIGO[C5]==M-5T?QI83V%[]?W5U M-
,FG&SM+B.YN;6ZMI[.:2W9O=A1]R+4M[-::ZK7]>1 <,+LD [44[6W_NYV_M,LC(V)EC*HN_K98AUSAT7!(^1?
VW/VV/@U^PG^SQX\;#^~7B'3M%T/PMITZ M^'= &EU"WM]8\;+;I;7_B3>\$-LYRLE[J5]?O"+AH4F@L-+ZC<,
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!_3]FC]]#XD_M/^ O\ @K79_M^!;KX@_ \$+50%UK*O@A^TI" A!\,=-*S>(;C6-!^&&KZINL^(+OQCX2\ M66GVR
M=VI_P!A+ @FY^US\!M3\)&G @J5VO'W[4VH^) #/C2+JLCQC?:V>Y/%V MG: SX0-X-!\-^?AIX3U7P= \+O
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%;J]D5OV5?C) P7^ ^ M%OB0^((7Q/X?^)_Q, \: =^Q#X7\2^.?AYK6B^&=&TX>VT+K":?
Q[K(^*)4OO\$5N^DV4TFQ_P3A^%W[*W_3@(\V_PC\ _P#!83X4_M?%?)GVPN?%NLZ-\O'GC/]ENT@ \-
>*/%LUC>7>K>'O'6C:JOC]#38M1CU2^ _MX1K4]8U;2Y9=9N4!A@5X;G]6!^P^PN.?^&-OV7"1G!/P% ^%[%<]2I/A)-
:G^QKH6B_#G3-\$\0ZAXGT/2]/\ #<5V_M^DZ[::EJE^;RX\36^L76IP7,L+=1^+OP9^'.N7_BK3)9IM'\=>'(O_GBS2[+P-
XFTF9T_MDTZY\.>5!M%_9:A?>Z7J]MYI\ 7Y_8#_889=I_8X_9?*@@#@#"/AEU (!_P"1_M9SP":&_8#_898*#^QU^S\$
N"> &EW#T_9 YQC)H _GF^~?]&[. MC_LI6G2_A^XNU/]CKXXS^%X;VX:9X?#6N?[\$7 MM8M?)N0I#?:.M.T*P@Y1-
#IT#_?U6_9.UB2]BA_9C@ \7ZYK_P#P5["T7]I'X_MM_\$1=/'CWXJ '?\;'"&GB*[O1H?F]CX1\6BC3OAS\.] B>:X<:3X4\
MV;2"=X[B]GB2W2#[\$7]@3]AA>G["[Q]F^ _P_"Y/X88?4=ZR-:_*_8M_MBTW53H/[&_] \$>N/I]S^HNJ_
+X:KI.:HUO*NF'539^%TNSIWVTPB[%D?M+ M6_F+\$R2%&!^\$W_!7C]H/X#_!7_&T_ ^"*MO*?C\
"7XEC]P^W#:7VKQ_M#GXB>\$ _&_FD6=SI]E96TFHP>]&6U-]/BDN9\$MK=9MAN)7@BLXY,M'%_4U(OF
MAB!AU8.J^4AD5E+ \H78QLZ%)]3D, BR;GPZ.%'\9G[3_ ;W_P#!0;JICXU> M#_C99_&G]@3]FO5/AI/IUQ_
/"G[+/P@/??"CPUX/U'1]3@U6VU]KBWT&Z\2 M>)O\$<^K6D6HSWWBK5]7M[&7_ \$+1K6RLHP9OZI?V6=-
:_GT7X0Z1HO[8OBSX_M0^~_C1IEQ-8:IXP^".@>)O#?@_7](M+73(-,U>?1? \$U]=WECXHU0F\OM?737_M@T
7DA&CZ9IUDBV@_XT_P!K3_@A[XQE_P""X?@/P=)\=. \0>%/V1OVN+K6? MC+XZU'P?
+J&DZ=X\/*Z7)8S?'WX6W5Y:M'#8V7BS49))M*TY9[6&_P!'4V V
MD1V4"^&8+C4/[H]%T'2O#&CZ7H.@:?:9HF@:3I^BZ+I5E\$MI:V&EZ5: 8M/ ML845UA2"VM288DV*B_1D
;/FUY+*VVT7[?7]'\--;PI8?LYZ5 M>W\$LSJUO:Q0_'3Q96EQ^!7[+J6TNT.Z+X9\ '^?BOI_A3P?
X4TE+U[+PQXY(6)WA;]>OVI0^"7_(Y^~"ABP^&[_;P<_X)L?/] MP SX)\#Z9X>">/OA_P#LT0: \8-;U73+M(M?Q&U?
Q/8S>&MA&C#9->Z7H& MB:I:DO@:(\G^"A^[\!OPNM_L?#?^" O[/EE/(/#VE/X<^~VL_% MOP]^R[6OCG\~?"X
CTW1~^):_ \$WPAH/B5/#\!=#VI^/. O.I:SP:~+J% MYJUM8O87'O\ ^P7\~_ \ @D]_P3[\.^+X?
A1^V#\"O'/Q_.*&KGQ)\:OCU\5_MVGOA7XJ^+>Q<2R7\$;V-/AKKWA_Q=^QG;Z'VO"FGMK-OHG@?30"\-UX=U_0+;2
M=9N+'5V\7Z9KVI>(+F6\U&^O(Y+M8+?)]L/ '[6O[+7AWP#H/AOQY_P_%"?V: M_B;XUTW3)[+5_B9??
%?]G_PGJ>O7LMU=31:J_A3P]K9/[6[= _V_V%W.6_8W_&7<@8^7X#?#?!@?[*>&%?'KC-/7]@7] MAA0%['&W[+1_S]
[X!_"QSR<L_A9F/7N3@<#@_4_?@1\;V&/V6?V@OVIO'_M[9OQ%_X+O:1)^T'(X)*M/A1XJ\.>)/V)!T;P#IFAZSK.MZ?
I.F^#X-.N/#_M&M6)O-+-. \0WFJ1%8[N\=0 /VQ^%G]5O[,7@_P#H?ASXD_\%?>V;?C_M+XVT^'4(=.^)NJ?%']GGP-J?
B87.H:AM:F[NH7>XEBKT0_L!_L,\$D_ \#"' [+PSZ?_X8*/P_,>P [4_A@;_M]AG&/^&-OV6>F\ D@/PKS^?
*YS[YSO!^"G[1[\$/[+ '[4]'3?PU:U^)7_M_!=30U^,7P2U72=3^" &I>&?%?]&7A_2/A6?#GB>?Q5X=M]"VVT+:'KB6M_=
MW<>K2>.;_#Q2VO6T[6]5M@8&^K_VGO_*['_3GA]F/6-? \^"OWPR[?M0? MLD>.M3^)7PK_&G/'?Q_91M-
8#M%NN:;_86M?_"5_#~*X7P]GAS5?P#P71_M=2T#3;71XK_3_-M]1NKNRN+JUF_3R""_CX8L,CU#>&
M2"/8@/]Q4A_8%_89S)_PQO\ LN*>S)\!]?A=&P[']X75@."_<\$>Y!((!^/ M7Q^~^7PU_ ;1^~VG_.;_X+2?
LQ^~_V;9KO2;KXG?"O]GR\^"GP"U#XUQ: M)?VFIV>D_ \$+QV_QG^(FNV?AN[O[--0UWP[X.AV.;J\ \7*);QV8T__?+X5
M:=X" T#X<^_?#_P_X)?#T'PLT3P+X0TGX9Q>;V+4?# \$?P^TW0;&Q%Q^&]0M_M[F]AOO#\?
Aj#2TT>_BNYH;W3Q;W4\$DD2,,=OSINB?=\$B/[,^?^"@>\$="T;POX7TJQV>&O#FD:9H'
MAWP]HUK;Z;HN@Z%HMC;Z9H^C:/IEG%#9Z=I>EZ;:6MA865K#%;VMK;Q0PHBA_MMP!N(Q8D\$
8QTSWSZ_2GTQ4"9P2_GRAPHIC_6_ex5-1_002.jpg_begin_644_ex5-1_002.jpg_M_JC_X_02D9)1@!_@\$2!(#_[_@_.061O8F4
9_JL_0P_"_@ (M)"_@_"_@,\$L+"PP/#@T_#A02#@_X3\$Q(7%!(4%!H;%Q04&QX>)QL4)"EZ@X2%AH>(B8J2
MDY25EI>8F9JBHZ2EI]>HJ;JRL[2UMK>XN;K"P\3%QL?(R;GZ.GJ]?+S]/7V]_CY^O:_@!/_P#;TC1](?QYKEH]C;-;P06C
M10M%&8T+1Q\$E5*X&23TJSXH6^") +Q^HLDKVD,@CO=-DD9K0QRL<.@9F\HAB
M%&P8&1Q@_#TD6K6DUSV:R'VV25+2%0J33&(ON(\$CHH&V,MEB.#J0*BN?%.GV>C/K5U'/'%%
M/);ROA!);DL;M4;RV=%^9<_EMO(YY%6;36H;N^~@; >YMY#!]HA.XC.;31!@
MC,O)*E2R[E<*PR.*CB\06>0LJ(/,ASD*VTL@#8X_M)RN>-O53PMXUN=:L84@TVW2R@U".)=JK%=AU\P*J-
@* *L0H!)P.YKO-2N9; M6T9K90]S(5BME8,R&60[4+!FV_G3S^] M7R6F5UR"#M)P>#BJL?C"R>U: ^-E?I:K8"^]K9_**G
V @GYN<_W<#=#G;S4?_MB#Q&MIIE_*AN].^RF'R[XVOVB*0LS9\$:L0"#Y93<^T? ,I!P5)N3>(8\$O[G3[M>VN+M!
(GO'@\$16\$2@NN0J.YVC.\$5O3KQ6/HQ'_L7Q_ \FVLSCOQ%#_C5_MCQ\3=:*NA6XWWFKW,%O;H.2-CK,\C_9;8J\Q_.,C-
7!#>.:J[&RL7GM)-.L_MK6.1)(42-H^N>_#R!]NV8\$E58^Q-96GVGB:QT;3;[]*D<-Q=KJ_-O+;_ ;I(
MW\QXC\$[2JH0EQN.Y7'\..M5K_1-=?PMJN@Q6\$CS3ZD9;9Q/%*CQ/.+C<7EE6_M0D1-IW#))!YYQN7L=Y>:K;EK&Y6V?
3K]VFF5[53&;HVS? \;)*B]LE0><8S4_M>C6JW'8Z?I&L:49'T1HMT#;36BM;@K%,FZ42@[0,'RP03Z5#_9]MJVN^(]-
MO%W0W-CIL;*6&1=[*&7%*)6*C8_MZKL5EV0,%5OXE\$L%,D;1F"0+DJN_\$N5W\$#_M/>M#4=*U"[U+4=;CMY
S:~^E06I,'FRL\C2&;=YVQ4&X<\$Y//_P-S_(U3_A" M?[])_L^? [9_9G]G^5OM?O>1Y7F[OM&W9N]]JW^S1XPM-
3USPG/8V5E+]KNFA @_M=[6C\N59"S-YQ3&(^-K\$CCKANI:9?:G-<7\K/IVI0^2NGWD,L.;,CI&YC_MN_)I_Z),#YBE3E0-
N[OXZNL:O'WDO_MQ_U!)9Y767[5Y@9V8-Y3A8]V3SM4X7/0=*]O69;;=E)5EAD((X((4X->;_ "
B:\O])2U&.>>217B]E=V8&5W:0@DY8XY/4UZ=1117_V0\$!_end_GRAPHIC_7_forms-1_001.jpg_begin_644_forms-
1_001.jpg_M_JC_X_02D9)1@!_0\$8!@#_VP!#_, "@, @_#_P,\$P,\$!0@%!00\$ M!0H"!P8(#_H,#_L*"PL-
#A(0#0X1#_@L+!\$80\$1,4%145#_ \7&!84&!(4%13_MVP!#_0,\$!_4\$!0D%!0D4#0L-

%!04%!04%!04%!04%!04%!04%!04%!04 M%!04%!04%!04%!04%!04%!04%!04%!3 P 1" !; 0X# 2(A\$! Q\$!_0 M'P
04! 0\$! 0\$ \$" P0%!@<("0H+ _0 M1 @\$# P(\$ P4% M! 0 %) 0(# 01!1(A,4\$&\$U%A!R)Q%*#!D:\$((T*QP152T?
D,V)R@@D* M%A<8&1HE)B7J#A(6&AXB)BI*3E)66EYB9FJ*CI*6FIZBIJ*K*SM+6VM[BYNL+#Q,7& MQ\C)RM+3U-
76UJC9VN\BX^3EYN?HZ>KQ\O/T]?;W^/GZ _0 'P\$ P\$! 0\$! M 0\$! 0 \$" P0%!@<("0H+ _0 M1\$ @\$"! 0#! <%! 0 0)W \$"
M Q\$\$!2\$Q!A)!40=A<1,B,H\$(%\$*1H;'!2,S40 58G+1"A8D-.\$E\1<8&1HF M)R@I*C4V-S@Y.D-
\$1492!5E*4U155E=865IC9&5F9VAI:G-T=79W>^EZ@H.\$
MA8:'B(F*DI.4E9:7F)F:HJ.DI.:GJ*FJLK.TM;:WN+FZPL/\$Q<;'R,G*TM/4 MU=;7V-G:YN/DY>;GZ.GJ\O/T]?;W^/GZ _JH # ,!
(1 Q\$ /P#]4Z**0)* M XQ4,D@3D _ISG]W7B7[3OC^7P?X-CM;65H;O4GA\A]'%KAQ>(^K4O:D3GR0Y
MB[XZ :8\+ ^#K^33XF?4[V+[\=K #7/Z-^UWH-U=QPZA87.GH[?Z^3[E?(LD MF.[[TW Q P"W1]]\$V?.F^OS2MQ+B/;
<_PP/FYYA54S)])#067B"Q2]T^X2Y M@E'R2)6JO(KXP_9;\?W6C^*H _#[RO]97OW\$?^!Z^SU.!7Z#EF-^NT><]W#U?
M;0YQ]%%>P=04444 %%%,H ?1110 4444 %%%% !13*?0 4444 %%%% !111 M0 4444 %%%% !1110
W/M36=>], =TC^]7_W _1O#UEJ"6,NJVPO7;8L*R / M7/*K"&DYD2G&!TSRXKQKQ9XG(>+OC!!X"UBWBO;
[!])JBRWW*X _JH7]L/2O M@[9W5E;Z9]UJ[?]"[V[^1O _-^OSHD^+?BB3XD/X]>]=>2;SM^ P#@ _N?[ME?29?D57,
(3YSY[LUI8.<(3/UL/P,_%@?) (\$MS7Q9\2K&+1O'FO6EE%LM8 MKCY\$ _N5[Y^SW^V+I'Q>T^'3[^RN['6U78^RW=X6?
V>N!5 _!?QAXT^)&L36N ME/!92W#[+J;Y\$K\MXERB"PO),]3"4ITZ7ODE+O%1T MC=^*A.WF)=XHWBHZ*L"3>*-
XJ.B@L?29%-HJ"1]%,H2K*)-XI*-.@HH 7>*2F M4;Z [A0C!^U,)WT4\$='FVW3I _I#QM\Z"O OA=)+= _\$O0997>Z=[Y/G
M=ZVOV@4E3XK:T94_N;*X[PSK#^/'\$-EJ:(D[VC][F _]?D>88RP2IL^=/G6OSJ7]C&^'[1G _"[ICX;9OMOVF/
M^&V _N/7TLW[8=ZL>/^\$?5(T^ _F.O1?@IX 3XIZOJ]>M/I2V,[K%]E23^ _7ZQE M/\$<8KV-"9U5:.%S"<.%?VQ/ MA?
XQU*&RLO\$]0W4K[\$2=-F^OGK]N*QAU+]HGX:VEQ;I/!<.B.G _ZZ/]M'X\$ M^
]#^\$%UX@T _3;31=:L=CV\#^2[U]5'"T*RA[;XIG+/\$5<,Y^Q^"!]GVDR7 M\$*-%(LB,OWUKRCXE?M1^ OA1X@?
1/\$&JBUOD1)-FS^!ZR/V-=?U/Q\ ?#UQ MJ^]YTCV(\C?.Z5\X?&?2++Q#^WCH-KJ5O%>V4T,*2PS _/N5RX7!0GB)TZO
MPQ.[%8V4*),P^*1], ^#OVO/A?XXU&.RT_P 11+<2OL1)DV;Z]EC?SQN1^*^ M?V\ _AEX&\':+HVVH>&+&TTOQ([XB1I9?
([U]A?IF?4) ACX: _M/?]N^PHV^L M\5@H4Z\$,1#[1KA,7*M7G2G]DZ;Q/XMTGP=IDU _] _#I]"-[S3=\$KQ[_ ;L^ M\$]K?
O: VZSG?L\POOLKY^^,=Y> _M/ M00 _#N*]>#PUI;?Z2B?Q _WZ^HH/V2O MAA!X7311X5L7A2+9YSI\ P#OUI+X#?"QA[;
[1C]8KXCG]B>A^#?B%X?^(>E! MJ&A.E#]J \ RT@>N?\ B=;/'7P=ALG\4:JFG?:W <_)]^OB;P!= _LN?M< M0>#[*]F?
PWJ;[\$@?[FQ_N5]W>-OAIX8^(D\LGB'1;5UA _U/GI]RL\3A:6%J MPEO"1>%Q57\$4I _SP/,#^V])?^AD3_OAZZGX<_M)^
OBMKLFE>'=82^O43L M KXS^*7PR^*Z/_W;X7\ VNBVD.D7*)YUGL^1Z^YO!OP6%\ _#[4'O= \VFEW3 MILWP)6^-
P^%H4H.'VB<)B,16G,[*^OX=,MIUY-D\$2;W=Z\Y _M%^!^?B;X@ MN] \$VZREJ]-
I KH=M; _N)OJ<'E\,10E,C%9A*C5Y#]7@V%\$4<]PEO\$TKN](OWF M>JUI>0WEC#=1/OAE7>KU\D?MX_%W6-*AT3X?
^&KC[+JGB% _+=T_N5YF%PL\3 MB/8GI8C\$1P^'J]>J^?VO AEX"O'M-0\1Q372??2U/G;^E\ ?M: #?XDZW!H
M^E:VG]HW' ^J@=-CO7' _!3]B _P5X-VVL^M:4FM:W,B/<377S[7KT&P _9O^'6 MA^+ [+Q! _AJTLM4M/]3-
"E=E58.'N'!2GBG[YZG\D: _]RO\$]9 _;,%V@:_M> MZ;=Z^D-W:3>1*A3^ _O:S\Z?
A7YU _LS^"O"OBW]H/XH1>*=/L;VUBN7>+ [5 _M^ ^IP&'I5X3G+ [!T8W\$2HSA"/VC[' ^'7[3/@3XIZW _9'AW6!>WH3?
LV5WOB;Q M%I A31+K5=0F\BRM\$WS/ <2N0%\ _"[P!X5U-J0-;:IEK>[-CS63)OJ']H(^
M7%\ _%W 8.FV5C[*E.K'\$3;VE2%*4Y"?#']H7P1\7;RYL?#_L)?7-NN]TV[*Z MSQAXQTKP#X;N];UJ[^RZ9: ^]F?DK\ -
=1\0?!.;PC\2+3? _&=<3>3<(GW' MK[U _:3\5Z?X[_9.UO7-*99[*^LTG0[J];&99[&O2C#X)'E83-/4)RG\9[?X M \?Z3\2?
#>KK>B7'VK3[C 535G?\$KXO>&_ A)IL&H>)+[[_:W#^3%G\=>9?L M*?) N7AWZ/7G\ P4O _2: ^'O^PC7##"QGC?
JQVRQ4X87VQ]=Z+J]KK^CV MFH64HF:M;A-3^JTW7O\$.G^&=.FO=3NXK*U3[TS[!7, _!G DEGA7 _L'O P#H
M%?)/[5OB+5?C7^T-H/PHL+V6#18F/R2! _OU%#"^VKS!=\$57QGL?])SWS4O MVXOA+I]]];GQ&C/[OO%N2O7?
/Q!T7XF>'H-<VW]JWNG3?R'9+-_F]WKT[P-X#T3X>Z)'H_A^S3=/_A^Y" E15>'6E(TH> MW>LSQW]'I'X.W?
B81Z[H]OY^HPILE1/XTKY/NX)K&Y>*XBE@G1 _N.E?IMY0-8 M&J^ - UF7?>Z7;7#^KI7P68<.TL9/G,<1@85C\ _#/A+5?
&E^EEIEJ\TUQ\C MOY/R)7W1\)?AW#- _"<&FI\Y7?* P#?>NGTKPSIVAQ[;&TBMD]\$3%:2M" M? _;I&7PG1YZ,X'Q-
%\=53P1^W%XILM5=87OG=\$>;Y*_0C(Q] _P"2OEW]]];D MN]^)FM6/B P?
J*Z1XKM. _P#SVKS/_C*ZZTR3PZ\5M' _RQ _M'^/96V(I4L?&% M:.[.)EAYSP/'"4#)^-\$D7Q#_
&X _"VFZ4 _G/I]?:=G&ROT)4?NU^E?.'[+ _M _P"RI _PJ.YNO\$GB+4/[:_77R?OKI_FV5][[*X4.>< _MGP M7\8\$ _P",_O""^XG_
*!7W@3A"?_ODOXD _WQ?K [7OAWQK962/X>M\$3S9M]? M5EWYJ6TSQ+O<(VQ/[N]JQLX5O8J\H82\$X.J? 7[<_P
1K'6/C)X3*ZA* \ M8.CNE]/DIO _5B M3?'KX: %KX:?.I6@&^35]=_M-]LZ;*]C^"/[.B/
M4/C1XU; _\$33+=TOG86D#OOKZ%UGX\ A34-)O;5- L4>:W>#>ENG]RO5CC: M&&]C"/V3RW@L16YYG" _LA?
\$EOB9\$-%N)71[VU3[-L V*^; _P!M61 _"W[27 M@#7KW _D?)][_<^1_GKTW]CSX/>.O@EXL\4:5K%DB>%(N;SK2;S:]@ _:
(^ _MD _GP9)I5[_HU[?I]=?W'KB18BEAL;*MTF=TV.M@N2?Q/Q0M U6UUG3K:] MM91):S1(Z.O>ODGXT?\$KQ1H?
[8O@WP _I^KW\$B7")YUDC (JC _M=;GC*)RRQ6(E""D]X^Z25^ESAA RQ%3)BOS\TX+ _'GX; [\$Q7K (-L+&\$U:Y?
YYWW _";ZPRNK MR1K1A/E-LTAS^RYX'TU\%OV5-\$^">O76JZ?K6J:B]PFQTO9M]=1^T#%YGP8\ M7Q] _[.F_] KS7X
W'QWG\6R)\1XK-%^SOL>!>GWUZW\9O#][X]^% _B'2-7 M?>W=H\,5<\$O:1Q\$_.9U7)\$^3?V:OA5:?
&#]C>\W:]YYNYGMW _+DW M\%>'^^OB1>># _A?2?A+XH9H)+9-]HCO]Q]]?;W[&OPR0?^OX.)HGB6!(-0
M^T.^\$>O*?VQ?V1M8^(>OVOB7P5:0OJ,J;+Y?'9O _-NO?P^ _I>VE1K?!S'D5 M\%.%+VM'XN4]/_85&?V<\+ #D^P?
15IAYGEW _NWJZGRCBO@C2;3]JOPM9PZ+"EM=PQ M?N4NIGW _"5]7 _S2 _&VE> [=/_ETM_XB>1FD:+[JKV
KDKX&.'C=3N>EA\5 M.JO@/3Z93Z*X3T1E,>GO3*_0\1_\$GP[X5OTL=5U.&UNMF 8];_AOQ3I_BFR M^UZ;Z3^S MF3?
YU9OQ-CW^!] :5ON?9'KYZNG\9?*,AW0Z? _82PIL^?]]LWU%?&RHU.3E, MIU90D?55C=Q:C:)]"V^"-5-
Z/4.L:M:.:183WM[*D%K"F]W? \ @K+ \")CP?IGE M?<^SILKG?CTF?A?J^[_ GG75.KR4/:FO-+DYS?,?
\$+P_XPFD BTK4(KUXOO[* MZ=DKRGX)P:G'IV]H6FC0I]G3RGT[[_ _O5Y/N/482LZU+G"/OQU_,U;XJ M>&-
&U>33[KS588;J+Z]^&NMM+N*[M4GA99D=ZNG\5?(GCR^E3QYXUM/[M/W MLKZXAAFO9D_X] \ ;KZ?\":7#H?
AC3[*WN/M,\$,*(DV[[<6\$Q\$ZU><)D0J] M\K&X BK'TCQ?I&O:C=V%C>I/=6C;)]8T _JOX(^1\X8\ZAJ3.\$\$,+G _(%7
MS%)\ _\$=IX9< ^"M0265)-9WIJ/GIL3> _W*O%8^ _&K0HA.KR3Y#Z]^2L/Q5XW MT?P='&^JW]62RMA-
_P#%6][\5X3^T(H\2^"WAM\$OIUN7VVKI]^NG&UIPI<\ M#24^2![!H'B/3?\$UG]JTZZ2Z@ _OQO]VM63:B.S5Y?
%\ _!&I>"UO4]3MHM/G MU"XQ+*!ODA2O3+S'V67^YLHI59SP _/5%#FY3E++XK^&+ _54TR'5X)+UW\M8
MT_OUV&SY*^;/_@M]J;ZE=2V]IHSZ<^HS?/\ (?*5)+)PE98#\$3K0YIA2E*9B M7WB/3]*O[73[BX1+V[_U2?
WZHUFBU#]H6.6V=)]FF;'V?P5-7%Q3Y(&4Y2/:'^X*XJ \ _BUX7 MT?49[2]U.*"ZB?8Z/7; ;6V5X\;M&TV/QGX*R:-
KEIX@T^&]LG\^UE^X],US7[3PY827FH2^3 G\=36E]EA;1Q01+ # _MO\ "5YS^T7S\,=1+?)ET _]#K2564*.\$^:\$.<]-
M9TNX4EB?Y'J.^NXK^V>6X M=(X\$7>[N^S;5+PL^WP]IW]S[.G H%>;?M+3W<^@1\$B=TLI;M\$NW3^"&BK6<* M7.-
[G,=KH'Q*.\>)M1>PTW4(;VZ3^!^ZDUQ _@C2O#EC864NE162/Y*';CV; M]E=9U1UJZ,Y3I<\@CSBGTR@# \3>\$] \A
%UA]BU*^SX-ZOLK; MAC^A%4?=:I:4>SCS&\$T#[_Q*
MT38L.ZNIH]9T XSW(Y2IUA#I=E!6XV01)L052\2>;3Q114VGWJ>9:S?>2M M?
M3% ^j52IQE&S'+ ^4Y/P7,M%("R3/I44L/FKL?S)=U=< _W*=B@]* (PC3C:(MHQ.-G^ ^A73ZVTUIYW]K)??
> _P#CK=T#1[?P _I4&GV]N((4V)OK03[U28K/V M,83YT:*\$8F#XF\)V/B[2O[/U*+SX-ZO6=K/PZT77["UN]/(MW1XMB;-
FRN MPQ40-3["G4?)-\$RIQEN-AB\A\$B1<(M8FL^#]/\0:AIU]>V_F3V+^=;O _"K M?

K1TXR)Y>8(X)E\$B;XJO]ZG14[:=Z9%/#6CZW &K96DL%UYOG_)+\ MF^O1 G%&(THT A(A'EV.6\8>-!
*,6L<.IV F)"^^)T^ ^CU#X.^&VC>"/, M;38[V7[TS[W>NOHK+ZM3YKV#E&?-6'K'?@_3]?O-.NKV+?/8S>=" H];BT^
MM7%2W%(1"4PB5E>) #5CXLTl/U"+S[5_OI6W3Jl17+RCEK\$j65DEC:I!%P MB)L6H-=T"T\1:9-87*75K+JZ-
ZUSC**4H^[RG]^ ^?A%H'^@S4FU#3 M(I8YMFQ4DE+(E=ILJ:C&:: =PM\$GE."U_P"# _A_Q-KOU/4(9IIOXT\Y]C?)<
*Z^TM4L88XHHQ' B[5C7^&KU%61"C&+Y@Y3_V0\$! end GRAPHIC 8 ex23-1_001.jpg begin 644 ex23-1_001.jpg M_JC_X
02D9)1@ ! 0 \$ 8 ! @ #_VP!# \$! 0\$! 0\$! 0\$! 0\$! 0\$! 0\$! M 0\$! 0\$! 0\$! 0\$! 0\$! 0\$! 0\$! 0\$! 0\$! 0\$! 0\$! 0\$! 0\$! 0'
MVP!# 0\$! 0'
Q\$!_0 M'P 04! 0\$! 0\$ \$" P0%!@<("OH+_0 M1 @\$# P(\$ P4% M! 0 %) 0(# 01!1(A,4&\$&U%A!R)Q%##!D:\$((T*QP152T?
D,V)R@>D*M%A<8&1HE)B7J#A(6&AXB)BI*3E)66EYB9FJ*CI*6FIZBIJK*SM+6VM[BYNL+#Q,7& MQ\C)RM+3U-
76UJC9VN'BX<3EYN?HZ>KQ(O/T)?;W^/GZ_\0 "P\$ P\$! 0\$! M 0\$! 0 \$" P0%!@<("OH+_0 M1\$ @\$\$! 0#! <%! 0 0)W \$"
M Q\$\$\$!2\$Q!A)!40=A<1,B,H\$(%\$*1H;"!2,S4O 58G+1"A8D-.\$E\1<8&1HF M)R@I*C4V-S@Y.D-
\$149'2\$E*4U155E=865IC9&5F9VAI:G-T=79W>'EZ@H.\$
MA8:'B(F*DI.4E9:7F)F:HJ.DI::GJ*FJLK.TM;;WN+FZPL/Q<;'R,G*TM/4 MU=;7V-G:XN/DY>;GZ.GJ\O/T)?;W^/GZ_HH # ,!
(1 Q\$ /P#^ ^<9P,>] M1LSK_"3],8_,@_KC\\ O)&,YX]1UXR>!@Y/&,'&>?I5=YPN [((&Y8#<%&,@ M9)/7)
P""#P>*SE.G!KGER(SLKRM=O71N45ZZJWW75TM7;T;Y5VU=U9>= S) M"7_O,,A21Q_N\XZT@RM[>+DW;2,5*
[LK*Y.G3E3EHFFZZDM[MJ+F[(-)6QJET+V6.2&(R!QU_M.F!V[KAAD)) W*!G(!
ZG)!3D=CCZU\$TF,;2,9&6.]5&0>OVUE/ M3!Y P?O@_5 ;N , UQIEB0 TT08\$*< +N)8D G[W3IW%.56*TFYTM.:+DZ+=
MFLFU%>WK)N^VL?.5K:\$IOBUS5J4+7;C*44WV6LHJT^KT22U9=9VP2I.QY&,@#:I#\$SDY;'& O4AJR;R.;60LP#JVX\$J
M,J]PA!..]&1C?C(AT [<[_G[3_P_/VH_B9X)\!?%S7O#?A;19-"32]'M M++0GMK076A:=>7(26YTfYNV,EU-(Y,L,F%?
RUVQA4KKXCSCGS+>\ HPV=9IAL MQKT,3BKAX4JAA<;-R<2BIK\$5Z5%)QC)RE"LHj2:.#T]/QE_X)2?M% &GXZ3?
&K_A;?CS4?&R^"\(MHJWJ)MIM MN; ZC#KAOO*&GV%B'\$ V*UR(3)L[K]WY8>0O^XQ;3B(;I715(#!^!4D#&794
MR#SDR \$!L@ 9KT^%N*L'Q;D."XBP%/%X;"8NHZ<*6.C2I5[PE*+C2;O;1+ 8]_R M /\ P%, \$@SU!'H._O_D]<50%[
Q41SQY;(XECW;L' P"ZGU&TN:C%U)I/1*/LJU2G=OHY6W M=O=.R\$J=1-PJPDIHWY7=?/T_LE_0@_GS^@
QSWI'+COGL,\<^H(/3H.1UP M>E5FNH,@:".G'7[3:9*J4WS)5:2<4V MW*2Y5V;U2LNMVNGE-+MCMG/7(&/3C;W_//
MM59+j*0#\$T[*%1ZZP=H/TELE; M6_]S)'S9'+ 'KA4(&1QSP>1D]/:C<^2,XP"2>#T'/\/(.<<8/6J37D*ML,
MT"N.5W2P?/G'1/-W.%R Q;8=P&. #BI!(2%<%")>|N###!4D G:%.,,0%4L=R/E MB2,W&M&4N6-
6E*7,DU>G+=/2U*M*4=%>|1]+6^NBCF@E)JTFE>:C74W!*S>B MG+73:RT;U2U<@F8E,-W+, "N 5!..2#^8],YP:EB=F
)_P@_8R".X&>_P#C M@U^2O@[I XR:K P6;^+?([I]XCM)?@1X4_8;)_&/1?" \8NEQWMO\0M4^
M)^@^';W66\01V8U>YMY](U"XM3IUQ?O812%)K>UBE\$SO^LT;E@"_ID.?8XP.MOMCIZCVX[\;A*N
GA8590:QN7X#,Z:Bv[4,QH5J]!)O6_]1E+;+I";=N? SI4:C2Z(RK)V6JM5=(M4445SGHA1110 5&S2!D\]
M@,YZ/>IZ=L=.O6I*j71DV9BX<9P] M+X4DXUJ5JGF2UW?03ERIRLY65^5;OR7F+YKY/S #(VY4%B.XP..20,8SCH M.-
'2/";:9X\$9-.SLO*P6;4<=B M*^&A3J4ZF'H8#%34G;W,QI5JU)-6V2H3T]-%9EVBBO-/6"BBB@ HHHH *** M*"BBB@
HHHH K@Y"XR_.1SW]?R/>]>?SP \%B/& C;PM\7OA3:>&?'&'B7P] M:7/P_P!1NI[31MX.LA1--#9W,,;RA8T57*E@H900'<-
_0^>B_3^IK M^;K_(+4?ED^\$H(&\A7&I#V[/V(JX3PUS.K0Q% M?#3GC,IAYUL-
5J4*RHU\17A.'"J4ITY+:+IRE%32;IQ;^%'S7%=25+***\HSE3 M3Q>'A)PDxOVZV[GP_!/'/[7C#5_'GASX,>+?'B'6[WX?ZK
M)XC8^)^KAK_2O"[K?:1J&K.AI%YJNJVL>FZB9[33]-BO;6+=+P0:C;/08^TN1\M]^_%_B3\0_WBFU);^%O&_BK1?
%MA>>?'KMMJ^H"^>Z2XC2Z&H1^=<)=1M(0;MZ&:=X+]%,),(:_1O_@DD/C=:."0#M_9Q\9L 0"-W_"3>\$HP2#D-
\L:##@ MXYY)) *Z=1YMUGG-Q=@[B6W!;EU ;<3N \$:_!L]/:%, BDL(
M68!OWAK4R3Y:L!LW;2X4;0H+.#&K"ONL/6S3AWQ8X1C'.UQM7%4N"L;B;]; M-
<4ZN,Y A="#Q67U%];\$5(U,+OE-..'JJ5-./+RIS37J4WB\)]G6!A];KU*TJ M665FZM6I440;4JTJBFG+WHR;BVI)J5E?
I;Z'_P""AY[=7Q5\7_%OQC/OAUW MGU;P3V/\ NIR^%QO#MU/IVL^+=:LXUAU2?4-5MQYJ]/#=-I#9642S
MCU6;5+0@P72QW5Y"(99#++*)EAK]\$OVA?^";'QV'Q')/Q*UCQI!"7A'Q' MXUUW7;+5_&'Q'U'18DM-30#=6XOF0/"
(M_M7V>.+18+."=O*L?:XS\5^"??B+Q/XI\6:TJWX)\$4IOI>G^']9U.T MT05=;DQ.6OKQ]&TZU1HA\$/M8E21>/B_
\2XO/>*.TXKYCE2FLV]\+O\$8OV-M'MF2Q[R_Y=A<"^U""P,UBX3I4L)RO43YI2;SS&GBZF*S"OC\5'E.%\$SP_
ME+VDHJI-3I]JC#FLWRRD]=:-CZF_P""?:/Q5TGXR>%O@7\1?%FL^,?_C
MJX;1]#E\27TFJ:MX8(1+!)+IEO8W[V)+I])O2C636IN6CCD>&2.-=K!OE[_@ MI/Q^VA\80_Z@s>&F4E@5VGPQI*LO
SE)4D49Y(7+9)S7D_['-W):?M8_LZW2 MJK&+XJ>&# '\$[DIMFDND*' _Z1#[,*SY93@K@HFWUG_@IO1_PVA8E !877AW
M<5^Z/^*8T@H@_X!7SNDEIL?=O_!%J_M+=M/VE-4OIA#9Z=;>"KZ[F=@JQVUK;^)9I MVR_R B%9
"W&3Z@8_/7]J#]M[XQ?M">,M?NU\9:_X9^&J7MW!X3\$:J5UI6 MFV^BV\AMH+C6+>Q-I+J6O75I%
<7M[]=O<1VDLT[G (;;9"OU?_P36FE@^_W[M>\$\+M%-!\+XI8IX\$.2/PUXS9'4XX9656![\$
U^/TF7MW+>BPGCPVYMXW%M^ M"!WC?M!;KU:\$<8L%F M7U+V&)]C4IJM]3IN4(S;7-&,K
9/'^4AGC3P3JVf^*+FWO M; 0[VX\L+X26%U);R3Q&WN2DV)62:+)=);'JY?^"7W];'C3X[MXC^#7Q>U9 M?\$'C'PSHL?
B3POXI:/R;_7?#L=U#8ZE9ZZR1P+JVDW5Y8I'-;XRAC)PIUH5*DYTX1G@\$VW#F<5:I*ZTOS2;W;O\
M)GQ\$^+7Q7M_B)X]BA^)^OC^.UMO&&N00V\BW7\$MXX(-O)K>WCB6]*K"CM&G MEJ\$78^&8*B@==X@\1?M2^(?
V29Y8YO#OB22/B/X^7!94;^)^BA M*C:I.LWB-C(R6"@;2WB8[F;V&)(\+A6"Y8%BQ/P^5T\3FN,X_ISSC.G"EA,1;%)UJ-
*%1QA2G>\$(TXQBdHI'%3C7Q\$[ZC];Q">&EF55P>=G3AB,M/&%.47+X(<]XKHUH>3_L_M!_\$;X4_M#?
#+P[IOB779O_WCCQ5:>&?\$WA.XO M[F(TF[MM801Q:I9:9));V^J;9*L5U%+K7JGKX3>
(=0)W!T2RUOQ[XLTN5;;6UBUK[0VG:#HMJ]/-8++:Q27=M]>6TMM<1,8+=72)F5_Q:^_4UM<_@

B/2O# P\NKNXO=&^#\[1.@V\$%U/; M^&9KNYN);#0?\$/G:?:V6GAX M3^(K>R"R-X;EN^\^EA,FX@ABJ&48+&9)F^%
MPM7%TL+ +%RS/+ #JUL/A:N(2Q=#'O#PK55&7-2;I5.3EM%'JO&9QD=3"
MSS/&X; ,LMQF)I818F> &^K9A@JM>3ITZV(P\|FPT\|JKITY3O&<56IMZWM 2- MXT\>>% AWX7U_P
;^ . \$ ^B>#O!OAG3Y-5\0>?* \$FI6&C:'H>FQ; !+>ZGJ>I- M:V5DB[T&RXF#,\B+\$LKLD3 B!XA X.!OV>_\$?
BG5 "/|)O/[W]5 [:|QH&HC M3=6\5? CX0:G>_#V"Z7S(Y83XEU'RKZ QR(C+ />: # #97\$,T<|G=W44D=>)?M
MGZ7-XC_XC^ \ 13G3?^" ==SXEUG1/V\| JDWP7X8^- '[6&F: HJ-Q:/A4O&_ B4
M)>^" _AW>W5E+&\$!I(M[B&VOH+F5Q; ,FNF&W6[B@DC H/^%/PC^&?P4\%Z%.O MA+X#\+ _#SP3X>T^'3=\$\.>\$]
(LM%TZQLX5R%AM[*&)6)=C+))OFEFE>1W9W M+ '..%R3)<+@JF<4<1F^:YG@HXZAE-
+\$5L'@,KP,U4CAJ^/QU# :|1C,2HSJQ MPL'"*C&G*4Y?"W/\$YSF^)QV'RS\$4JR_+L7+!ULR=.GC: ^ .QL'3EB(X.C4DX
M0HT*",)1DVDY3BK6N?C#X6_X."/V:|(\7:3X\$:H^"7[4?[%6MZY>"TTS6_C M_P#"?
5=)\#W),D<:NGB&UM4OS; ,S7U!/#LVE6B))#; '3_ =I-I;|W]S= MVDDXU^*#4H[Z-; *YTV3[2<.,9-?
4/Q>^!OPE^/O@G6_AQ\:/A|X6^)7@CQ#: M366J>'_%VDV6L6%Q#,GEEXTNTDDL[F/(:"\M)+>YMY=LT,J288?QM?
#K|E?X MC_L_P#!< \ 8W_98N/&OB7Q; ^S-HNH \$GXE LKV7B6^GU- !'ACQSI.L)XO M\%?:>7>^;9X?
U>PLM/N(XYVC^QPZ5,R"2X=Y/4RK*^\$^)(8)T+P&.2HXZC7HU94:CP6+C7IR@IRO)0BX&;YQC/D3P ML:M?
9G0Q^;8#"8?%1H2PE?"QJ5J/M76ITE.C43A"<6G.;,U&FMD?8/_ 4K M_*,\&_MO?L\$^"?B3X+\': X0L/A|_P %0?
OP+O=,\0W-I/>:AJ_PQ>VVGZ MEK5M):JL^Z;?2WP-M^*&N(PA5VQN!_J;U[7M&\+:)JWB+Q|J^F>'="T.QN]1
MUC7=9OK/3-'T;3K.%[B]U#4; 4);.RL[*U@B::XN;B!.&.,NS!\$85_"HP7_M (=4:Y@94_!|>#Q>N5\$;A0GQ5TD@D,-
F&!9"2"2,8(?8P 8#_@I!#XZ_P" MBW_!0+X4_P#!*SPKXNUSPA^SYX%^'MK^T?\ ME:KX6U :=JWB709=5GTKP;\
M.C>+M>&*^_U#["C6KRJBW_B+2-Y30K0P^EFN04\0LJRVC7E@\NRC&\9XK
M'8NJJE:6'P.'7#=64E!MSJS=7\$J%*G:SJXB-TH\QYV79MB,/7S/%SHT\1C|= MA^'L+@_JD<-2K5G0SB-*\$JD6O9PA"E)R:?
P4U#"#YIW=/'_/_P<_LHIXLU MGP!^S-_,/VE_VU?%NB7%Q9WTG[-WP>UWQ5X7MKNT8)2!'67R;VP
M\W^F2Q*MP;X6<|O=R8?AG_@X_9QV>+M.&?M9_3|JW]B^ ^U6JDL;/7_C M?%(=3L_
_F(T_E^;KFG^9JS&6.#S=^G^'M3LTC:9WO\$CMY)5_9#X)_?X.L M|?#[P_\ "SX*_#WPK_-GA>QCTW2O#_
(9TJVTW1(21)^)'PQ^&_Q@ *ZUV_BEX%,_ \$'P=XBTVZTW6 M?
#GBK1;+7=%U&PNHFBGM[JWU""6("13C.X1C46%AD&: 5_MXR|F\SK9U?-.W3VL<-#"O*:-=R?-
"C|)55%QC4K^|)OZ%83BJ4?;K/LOCBFN M>> >5+ZA3I\O-|/VDL5]74HW7-B%.2DHR<*:YDC8\&>.?# 'Q"\.-:XR\#^*=
M#\8>?%\$6FQ:OH'7BPJ>GZQH>M:9=EFM;_3|2L9)K:YMF0,J302R1R2131OY M,L3Q5<_L|?MZ>#_ (^_M.?M3?
LGOX-!5?#XJ?LMZSHL6LV7BDV/V;QQX2\ M1B]71?'7A/R429_#JZ;>">+ [0&F]|(MF+L&(/Y)?LB>&=<_X)-?%Y.T_8!TK
M7|'8;N\4_#NSU&Y>1FTB?0-'N_ML#2.\EE:Z|FPPF^&WQYD3|C;|I2M M|>22W27Q)+%|+ \$.HR&1(SG7J*=5_P
>AC<(X5%4G" I* ME6:="Q_1"9)EX+ [ONDE57@"/YA|WGO)+U2D.C.);21W%|* MP&X,(D<.RX^YT8JH*[\&^5"C9VHWR
9)YR"-JAP6+ ,R#JW\ .S\8)/V[\ M@N=\5_B9.S# 'X;"4(U/?4*\$-XG\$))NRC M0IQG*;TYJJE.JT?T80S>;XSMVY
VX'.."2!AE*LI&>/XADBILDGVQ^OH3SC MKGCM56/Y3|J|57(&#|I)=RP"XQN7_#,,, \Y?"U80_03C(SC'T| ^V0,9QS7
MBQLY3C%SC&-1R7.VW*+UY4VKV3=FKZ))|.Q["4XQIJ=15.5*;A;E4K*[LGLW ML]^A)1116I04444
5_X5)/!P/7&.V.O)/T_"OYN_P#@M1Q90A*/^J=:G^7_M|M28_2OZ0SG8A_R0A(SG (!)S@CC@_XYZ5_-
M_P6IN(4^ ,_PD\$|Q;PEOAWJN MW?*B,RKK0RQ\$CJHVEB VY@V=N "OXA|(3G?AEF[A!5.3'93)1:T=753^Q4
ML_>T?)?SZ7U7S/%L'/)L3%1C>_R|//^"28_P"+V?&K M;|G#QF?+_J|*8Z>Y'|: *^?_6W/_7S>?^E4]?J1_P
\$D+F&7XV_&P0W\$,A7 M|G#QJ6\$4L;N(_P#A) "V7PKO@!MH+ ,A3))R0I_+*:>W^X4SP[C6(CG?'\JK=5N:11S7^FH.3
MPMW3BG;,*&E^Y^P#?'_+"ZJJJD = M#DA<|<\$J3AL5) ?MGW,(_8!_8(>2>())HEP\+B0!)/#^E#Y&\LAB 1O_PW M
QTKYX_X)KW4\$G[9WPB5](6#7'BA"@E+EE?PWJ2_!0@SU!Y/RD9(R 1|CFZE M/Q=X&GAG',9X+@&,YU)N=&@XY?
AZDZG)""1=U&G)1<^&7-.#B|;^GC|:RX@R MZ=.C/VE|'"9*DY*ZUIRC:6|J|TXR>EFDVFTK6./_ ;9^,?COXK?M#_%)?%_B'4M1
MT7PQXPUPWP|X7\ .R7D|:/H.B:/=R0VMI:Z; &B6+N9()KIYIK>2[GED#2SOM51 MO:Q^S_X5V\
[# 'AK|H"8W=|XZ\ : %5O#EM)|M|EZ-X9TL7=LUA%9+Y8>^U M^*MFOGN9HY9?+9XC(MN\$|_ : ^\(>(/ ?
[2_QCT3Q+87.F7=[X|UG6+GG@N M+*+5|)U>^ ^UV.JZ-<31>1?QR07\$23E2(H946%PK2R(|76/C=X|4?LR^'?@B
M_A^S3X??"[QK-XDN_&D0O% E&H>(:BZ71M\$UEIEBTXS/>SR M;W)O&C"8C:W2
M8I\9B,7@ZO\$/'6(XBPF+Q>;8J|CQ/'*HXNGF%>6&QV(S*-*#18QRQ4*T*_,/|@<
M&JU"HJ<52=6/)RN2/.K2YL;F,,;0KXC%2CF"PLI|I4C2J0JX=T^2ZY8@&.*|B_X*4? M\GG?&'_KZ/VGCH2?
#FE@GWR\$49|)!;v7_9#N;9_VJ/V>U2X@);XL^&_T19%= M66XFC\$.B.6;@R+*JN54-%&69P^W=
[!_P4IGAC_ ;.^,2RS(DBW.@[D:5%" "A M%M+EC#@QEB&#+N^OQ,XC!A:>'@EX3YQ3K1JN|'C_) ,14Y)U75J+_5S')QM3
MPL:D^>+|FX|RE^E.I&|@Y1D4J3>0XB,Z-6-(VBN75/F5&K). E** :ZIV=TT? M27_!Y@OP_ ;T+;L?
'*MB'RC& &C"X>.6YXZ9?7%)(D|M)EE&26C.%P M<(9(S,O/4[D<^DG!P,==I(EM>EKTN[>CQAE&*J]>&
MA|BEAT'|'#N)LNQ^U:AC8048FMG-; &QIU'3I)T_ :0Q\$;QDH\U3DEJTD:8ZA6 MGDN25H4L0N7#XE5:L>9-P?-*<7-
:VGRKF4OBT;TB?>W_4)7/PT_8.P0&|/
M+O@INW0:+HV0>2H;YESR>/4GG* _X)/VD|Q^V#H36YC9;3P+XVO+CS6P5A%M9 MVP,>_ -T@GNH=JM@\$%LCC%?)?
QD_ :&|2?&?P[|O#OBC3M%T^V^#'|@/3/AUH< M^E74C7.L:7IP@M|;4,WSHG2.Z_L^"%0EO&4>:VQY323NU?K/_P
\$@OV;/&>E M^(_%['00BW1M0T'1+GPO+X.\#PZE:3Z?=:X=3OK"\U_7+:SN";C^R(5TRRMM M^NY
GVPW.H;5984,7T/#TX\8^.,3YQE%"M5PE/'Y'7|O5AC::PF\$RWAK 87&
M^*M5G1=.C6=?!1:J3LY.,6TY21TX.^/XDPF)HX>|JZ%'DC42A)1|S+*#DY1:LY MIQSFOS@^)MU:#XC_\$3=<1X7QQXK#_
+X^ M<&;6;M6CV/&<|.IO|/R")FV*"JD'HQXLEB'_ 2&^&DQEC4? \:.\&/FJR^Z
M>./&0=89!'B18W,@P5+.B^9N^J37S'"LX/&>)E3VL:E!|)<40J?6%6Y(SEG4_M8SJ450PJK8J|^)%RG*-
Y7<8SMR8&E44|VDZ-6|;YRY-|S<[8S") M|K: +4^%|@0,_'#X/84\$ _|+%'8SC:#_ ;UN|N)#?+G&>"3P.F0?H#_@HO:SVG
M|8_QD6<\$/-=Z'=QNK 9CFT*V5&4KAD8M%)G:0%&9""I^U|(? FZMF^./P@7S M|(? \Y*;X.C^24R(-
=L!\$ %E'FE'|%U/6O|BK1--TCQ1=-38RW|_6|>T7SK=+N_M|9))VT_4[?E87&!' M%<6|PG|!*,9R3)L5F?
A9Q|CL'@:N8SROB[(Z^)I0ABH0G@5DKHSQ\UBJ3J.=.
M,Z,)5O9RFJ^E3_AMI&'PM:OD692I4ZT/9YA&;DH2E91I25^2S<[=8Z^J9OX3
MSG_@GUX&^% ^M?;!|K3X@/^|A3X&^)VL_"_1=+|0^%;3QSI*ZII|K-; ^'M9U&_M6U5"5DMK:GM(?/-NT;#
93@N&\+L_VP_!#SV0_X8@_9\$#/=698Q>#=#9,JBY MN&MXIHW%_&%N(0+AA=,7\N2),?ZP8\E^\$|'3GBWX-?
#7XV_#7PWIV@WND?+_M0;70]=U6\EDCU#1H([2|TN:31X090YGL[NXB9;Z\$M|)*)HI8IH4--_9C_9Z\ M;?M)?%/PWX\|)V-
Y+I4.IV5SXO_%'V42Z-X9T&QGAN=5N|B|D=K:74'B^II M^FB\$))>3HH4)YB/OA,IQ6-PO
G#G'JK5,YH4L3@ \^A0X#2K#4OB3_P30\&Z1X,T M|&.*&SUJPUE_%=S8:'&6_P"7?PWH.MQQB1I'%A')M<|(?
%"V\^W/@KQ+.\<[Q:)|KGAWQ)?6Z^8L6H M74D>DZH%TZ^N)8/T0^!O_! ?3X^*^6;X5?%\$ _/CO|B#|H;PPZZ+XNLO'_AC
M7;GX:ZWJ=C\$D=WK?A?Q7I|K>6JZ?=3B22/3Y)KI:;\$(;>_OHQ+)_JWFW#./_MS*.\$<3E\$EF&/P_! ?
#?|M95@HT:V,H8B67U^*T,<\JL'B*=(HTZLJT,O4:6" MK.C2JT;J/_F0YWA\$+^_4@9#\$ #M7\^O_6? MU?
3M>_m4_P""0WPHT6./4_B+XA_5T?QMI-C"Z""LO" _@6+1M1|ZC1 M|VJ6CR70*E814TG4,DM_XKT^XK? \!P;
,\$|/">CM!\^O'GB;|JGXA\W|O(/# MGPR^ '@SQ+XHUK5M5&Y;+3K_%%M-M|[#1X|JX""2]G>5+6)PXBN)=EO)P\ MP3|_
&3_-J?]H|K/7?^"I/_!0GPS;^ OB"/#5YX&_97_9Q,AN9?@5V|0N M;EKO5M>5E|J#Q?J%O-1(BLNX>8^.,LOAEJLJ

MZ=H [1/P2*:".&*W93=QPN4.KS?+;Q-1RW/LCPSS"I*LLRS-LNP4Y5 M\?E69Y=!9AD-;&9-F<)X)
MU,VS',L%CFYU<)BZ>.K?69TH8A*7U>MRRC"l";PI\L9.+=WD9\ED9]S[?N MX(5<8)&?EW 9."#@8[@5 -
M^W1XR.\ZQ P7R X)7^#-+OK:Z\0>" AM\9M1 M\264;1-<:3#XT:VET!;J/):!M2@V\ZC% MO!G[&.D^/?VY?
COK20V/(@SP)\&O"/B"]V/K>IL;735\4>,6T^*UTC3;>ZDA MEU:DDYLQ+B: "2>\^COA7^S; ^T\]-?^"OG
3[_ :>;84Z7)^TU^V1XB^ M+ _C#Q/\ #+1I V@ _"PSX1\ (VUCX1\ Z-/B9;V?2].UBUM=1@L[R>TTUX292
MUY>2RR>MPKPWC,6S',[I+]U6X>XCAE.'QLJ]=%XK&TLMC"O4PKJU:T:%&F MJMO:QHT _?Q1GV&Q-#"8+
5(9DUGN7+'2PE+\$1IX:B\70LHU(P5* MI6=10BTIRE9R=F] '9<' @E1KS-C; _P _>\9+ \PWH, \$ _2DW,O3Y6977(^B@
M'J*^W/B!^R#IG[37 _!>+]L?X9>+ _ ([?'3]G+Q!XC 9Y^%WQ'^^FL _!Q?9^ M%=1\>^%['3O"OA;6=+U6:ZMKE[_3[:JM-
1OTTV%5&-!UBZW1O;@M\02SVX _X M)1^(9#+\$(_T_X+N>,T+>>K[C[5 _P +0TP(@=8RN]I)@!"&,1I(6)"M7]#7 _!5+
M]ACXU?\$KQ9)\VZ_V)]7LO#W[:O[+\$.HGPHYMY#"FC _&KX?W,DMQK?PR\OR/
M+!'^<32[K _P#L..]D^S2QZMJUB<37=HT?TF.S.:!Q;IK'4<)7SBMQCE]#,*JC M+#8:O5GP?
5IU: _1KTW1JRPWL92E1J]PA[6%24.2/-#Y^EED<5"14EA:M>AEW M^K^,Q.\$;G"MB*,,/GL]PA-
3HS4TJR]1Y9P(M.\+V^LVZQPW4_A[QV.A LZ: XI,*^+FIB&T\(?#?)GWPQK B0:SK M-S.D\$%EJ/B232AI.@1L7WO?
3Q7"#Y(C>:>)3W[3Q1C7^JK"9DX8A.%&HLM MRJI@<11G.,%7_M2."5!8>4)2G*-?
\$1AR13<8Q:O]#]5X\$J82GB)*+5&2JTZ< M:N,EB%7I)U.2A@UC9SAB;PM&I&BWS*5G:[C]=Q?L0_LO?LJ?%\%.OV! _WC3]
MI']MK]H?]HO7+KQ]0?A+8>.O%>@^,!/W@S0-"^)\>(+?5]59W+Z3:ZHF@: MO%I^H:99-ILMNŪW?Z&
[C2A%*C]JEU);S:/921E'B,J,Y)E1)%^*?^"8W M[&/[2FM _XG_P#!3+_@H%::9I7[3'QC\,VOA+X6?"#39!=V'[_P@>6"[A\
M,+)\NDBL_\$NH1VEC#JL-O+8.%*E0_M"E5C5>!R^GAXQ MHRP-
FG@I3@E3JJ=6I;D4;]^1992K95F5"M@E@L!GE6K7PN6SC%5VA)I1^M MXF;51U.,4JN&).7Y5[BL_%GPE^"G
MB#1OB+I?V3!M/C1\,DE\#WF@K92O)+,;GQC;6"@/YDMQ!=F<1OO!KS; _([M^%M1_9+_&9OV9-+^)'A?5-0^-__4-
MO*,^17EM*#O=S7]./[2E[X5_?M#_L C4=4T'PEX:T3Q3V7=+L9M7U.RT32[M*VL?@[_>V]C907FH21V<#+_D-
E#\$T@9X9)XXBK _OLYO@!EV#IX/ RG)<7U\ MPX@]C&?(Z>28:C6Q>4TZ].-X*K6S6KF.)JPM>-
/#0C!.,D<&68G'8NM+\$XV# MC4X:Y,IJU'I&OFE:K1HX^I"5K3H4LNA@X-W2^L5.K:C)M/[A]>^+4">"_%G
MC.XL9=1A*!.]^ORZ=!,EO<7J:39/>M;6\L@,8:X6-E1W7A@Q89R!;)\>(D\
M7>%/#/BJVMGLD\2^'=\$UZ*RG2:>RAUS3K;4H+>XD14CDD@2=8F=%4.4+8P= MU?/7QM^+OPHU?
X,_%#2]&^)_PZU34KWP%XMAT^QL/&OAN[NKVX_LB]G,=I;0 MZA+=RI&K2FWAB=[@*0%*D];OPB^~?P:M?
A\+:+X^+7PQ@:'X=^"XVCD>^ M%D'FW\.;][4R:LBMVLKNYC8>6"80LBD? 3PM1X&-?V57V[Q=6E*"4VX48X
M2E4C**<^YPMZM+5KWK.Y]E3Q=%8UT55I.A]6IU554H_O'SQ56FX-J6NB4>5Z M6C9['#?-'?'CQ)XY^+'AOX:?'LZ:?
XLT#X5^/SV9_%&J _&OPWX1&M:G#X,\ M'^,KZYAT&;P7KNH6-M90^+,+P+W-VWF30-*%R",>F? ;X[Z[\4M7^)]/@?Q[
MV+GX5?%+X5ZAH_/BCP7)XET_P 8V\$F@+^,*ZO\ PAXKT/Q/IVG:1#JVE:[% MIVKVD@;3+22PU;1=3T]TD-L)9?E7X*^
&WQ"?'?M9>)? ?[0NO>\$ _#]=^TQ M/]CL/"^A^" \$6AW#P _X'3/J-OJ- !?S74EUNC4-#*=L4T3H@0VRJGU[\#O M@7I?
P=D\9:K<>*_%/Q\$=_ \$75[;6?&WQ \:7<=UK^M-I%H-T/2(HK6&"PTC M0/#MB9+;1]#T^.*TM'N+ZX6,W-
Y=2RJV.AEM"G5A3^JK%+V*Y:./.(5H5']6 ME-5WF%6>%E=2J1DL-2I)2?
N6A9'G9=,/ZU2A4JSQDL,XN3EB*N5SHS7+B\$O8 MQP-&(6J@U]9DURQ7->=V?0 Y ^@HI>E%>2?1%9P%4#(ZE5#
<\$@*[8_.2V0, MXR&P&.>.'S" _:Q^*6LZ]^T9,OV6/@G" A'\4OCIXH^'7B/XK>)/&WQOMW; MP#)\)/@YH&NZ?X8?
5KF#3K'4O\$/B37_\$7B_5K+2]#T#2X].UC_?ZAJ=R+>V:& M3]/9AE5XY#_-C<"/.F.59=NY04W;@,L <[BM?&[1]'&7A;XY?
\$+X=?&[P]\ M0_B!\\$OCQ*].U_0?"Q1^&E[I<-[=>\$O%\$MC<:[X&,>]=TS5M\$7^-\$-ON M-.L[:5J]JESIFHVD>IZ-
J&EW8=Y'0P^5UZLX9GA:.)H6BZ%&/TEB<"L7'47 MAJ];#RC44U2J3G-9.49>7FE'%8C#0AAN6=-U8RQ\$5"\$J[A'WI>Q]
MHU%5N6+C#R<6N9VG!VE'X'^/GQV^+!'"/A/X%7/CGPG^QEX5= _';XRZCQ*] M:~6D>?%?' ACX=^'_AW:?
#S5O'G _;^FZ7H=UXEN-YE'V:WO+R+S3XO?M/^#_AYX8_8]N=.+>?L"ZC;?M.;\<;#7/C+J?A;Q99 M?IS1;X7:??%?
6AT2%/#K^);W5-0O(W1+]-16QL%U*"..>.,[&CR3??OCS]A[MQE\3=-^\$6H>+/\VH_B1>_\$X*?
%_6_B[X\$^)^EMX9%V=YIDNN>+WXCQ5XY_9X^)?Q<^*GB7_MXG^,OV==8^*6K!?:QX>V:5I_B.+XI:'X:O-
/U[1M/C^Q"/0].MXI=-N(H MA*9BD['.C./2^H<%O#X2GC'A5IX>OALO^JPQ="".EA%.\$_KTIRAC
M*TZ>*JN+G*I2AB74:BWBE9Q7YX+^U9\9?BU_P3ZU[I]GPS?"V4K[PO";#X_MZZI+H_B.U\7:_P##?XE^\$OA/)?
Q>/'/O/[LEEX>^WZ9X2?VFC7,MI[K]AI^ MH6Z[+>6(B7,QJFD?%/Q])%[(_8U\<>,O@C^R[?%XE:_B^/WPQ^'6D:C)]"U
MK2)!@OXD?#7Q!XLO-2:[U;2+;YO->L[S3(K1(8Y[>TN=-GF:1S^\$OV8OVA/V3=\$\2^*K7X5_';5?
C7=V.F[-.B_X5=HWQJFU* P!6)\^! MXX8A;P;!H6L:MJFH:/9-Q;M?211&*,QD>B>._P!DOP7X_P!\$_98T/4=?06%
MM^RI\0_7Q&\&RV7V5)];U/P#X+U?P5IEEK)\K8+.ZL=6EN[EK-8GCF@C\L1
MC)K:IA>#ZF)=2>3Y;+V6,Q*I8EY;0EC*>#I9'5EE5*G6G3=:G*AG3I0Y5]J& M'@HP:H0C?:".S>7LJ\VIXKZAAH\SE'V?
M*6=4J=:22C03RJE7J4Y)IPE4C;5 MN_Y=:\ M=:3^U-^UC4?V=?BII? [&]K;?#+]IWQ7!O#]/@OX@V7Q\$U3XR>*
M_#OAF*UN\$U00=1L!;C\+6.H:Z)KIK;2UU<6=O);#[:]HDM@V+V3/VS/#OP@_M_9=^'_B/PW^S]^SGX7T+X=?
\%\$H/V1H=-\8Z9JDGP^MO"MMXITK0XOBGX YT_M3-/U#5GU_3K+4KN\EMK=+MHF0&U7+B'7]? \X_LU^%_V?
M3^_VJ>'=OX;^)-IXBL/\$MII> ME6UW#]DFT&&]L(/+6XQ,D75)+#Y-1^M5%_%G_#KPP?&NHFUN=9U*XO-
%L_%0\1>'B'NI M[72VDC6!O-A,CB2&+VK1_B#XFTC]K_X=?L]?MD?L^?LYZ[K?{0O@_P>^)?A
M!\7OA9:W&NP:EJ7PMT^VUGQ=X1^(&D^_].%M->L+ZV\2V^J:]X@L)[O2K\0S M:T_\$P#8J\4_&7X9>'!/_Q'_
&E'_M>*!/_7QG\?'+P%(OK'PCX_M.T?5?'^O?#NY>ZTK38M,L[==+O=-N;UVN)S>LLWG\$L)*B!-
H=AX:~&GAS7[B";7]/^&W@OP[H_M^G:~X=D\1O;0)KFI7MWK>JW\,"6_VY+:3R&BIEO!BR^MA/[)R>M&H\WK2I4L
MJJ1=?&5:V#_L/%T75CA:4'@Z%/4*E2M0IU*&)SI1PU2-7W5A\OS>5;"QE&K_M["2RZNZ-
:673PZYK*E+#2I.L^6/NXJ\$>:+^6_P!K3]IB_M;]D'JH#X+ !7X.:!^R_)=-^,GPN^,GQ%5_\$'XL+K'A;0;6?X.W/@86.E!/M!
D-O<77]J6_C+49#=#;6\$GV0E\$N*VD_) _#;]L"+]JJ]_P"">A_%_9P^'_M8_X:ZT']I2\1P^)]?4+^X\Q_R&[GT+6_A_-
KFCV&LW?A?XA6UDVOV;W: M:;J\$>A:QI>4SF3]'OB+^&RC\ _BG^T3\VC?%Q;5=:#?#@CXG^!-'\+;
MCIVEZEX:U"##XF7W@^[OM5O[74+>Y<:MI\$W@ZTBTZY@A4O+EB _Y?'[3']G_MA_\ :&U;X0>.;'QUXS^\$GQ;^
WBO5_%7PM^)^O@1]-?4=&D\1:#/X9\5Z!K>D M:U9WNF^(/"?
BC1+B2TUC19EM6EE@T^]@O:;2T'G33H<+ULNP>55\CP].A5P_M)^N^TPM"KA:6/E&LZ,Y82\$81J.598:52R:O"\$X-
M2ISZJV79K&6)<:E*IAJ>_M+I*A@4U+E+#R<%4HPI._J<(RA.2<.5*;NI63)8W346TRTRTVJA^RZ_M?>Z992.
(HVN9[:%8ANZ'X*%\%2/&OC73_P!LJRL],^!?Q'T_JES]E2Y^/_A[MX@?""\]
<:+X#UGQI9^&/%VL0_##4M\'=5HFMW<5F?#5G>/XG\,0W6BKI.HI_M;SR:=J92R;ZQU'_@FSV?#OP:_:M^&OCGXI?
\$3QKXU_+^P#XO?&+5Y-&B\4_MO;^'=M-(\&:5X8TC2K&U/V\X?%\%Z/9K9Z-IL-K(TGG74)]J%U>74LY++_@
MG/H&N:M\9/&7Q7^-/Q)^+^Q%^+O[-GB?][E%/%^MV?A?0[P-^)O%-I?'4;P_MUH&@Z=:1OKMY]>I2:S=:MK-
JJ,\UU\$ (HTL[=_LY[,!@.!]JP^~IX/*\ '@ZU2_MM3FYX#+'@88IT\ -DZ=:3A3I7C.M3S.C)UITYVJIK"U5."H^>!\Q!1JPJ8'V%
M"C6I5G6A2C"%5.HLPHT^1P;49QD\ \$KQ=>"A1M]:IJ"A+D_BU\O/AUX)XJW>_M(?VW(V>/@SJ7CRR_9QL?
CHWA+4_#>GMH[XDOO">G^ (Y-'N=7CTN34CIO_M:%]);>?AU];*~PLCR2DGC=^, _CCXM_\$S2OV/OV8/@3\
[.;P5V'_A[>/C_M#XH^,MA=?*Q%#WWQ7@O;CPEX;!^_O#FB377B_Q7>O9ZKJ^H:S<3Z'H^GV_MF6TUY)J%VL3^NVOI
&OZA^SGXT_98>?M-\$/Q/Q\(%?P2NO@98:9>>%_"&E_M:QX82GSE#J,J'??'[_AS5?B9X_M,^_PG^+?Q,^WQH\+?
#C0_A1K?B[P3+H5YH7Q+^'WALA]T'XH>#=:TJ]TC MQ)_8LSR7.A:I;7&EZCH[SW-O97T=M.T)Y,-

E "&!EB'#+\OC7GB,PIX.LLLI M2HT*&,I)X&EBJ,P<:%'.'G@ MJ\$<32HN-#S\$U:E+%4JF9.%6*BT4H4_9R;UA"JI-.4;^N?!

[X\$:=H_A;0[KXP M?"_]GT \$VPNY[BYUKX4>"TL/#!^R7;/HU[IL?B"TBUFU*&)8YKI%\$R6EV1]

MEN"J+)7P3X) X*A6/Q\$,VU?][EK5!/O@(?L^:XQ?7 7X'8E@B;4==TJ\M\$>1Y8HZ 4'P5X M \7>'?AC/X+\2?

%;Q1XW\576F:S:2_\$G4M.T73=?BNM7^UK87UEIVBV\>CVS M:(.A7L8PEPS>1!JF648/P;#_P \$D?

V7M,^!OPY^%`AO2%`*?7X:;>+ _ \ M1-\$_-;T'P[X4L?C_'OQ'\>+,1XZE\8ZMX\72WUK4[[Q'K X;33= \Z)J&IVNCG7-

2OYM5UBUY6YO M,*TAM\$8+[H]/QD^/B'XQ?%C[E7]CGX8_LZ_#^Y_9S'_#Z7]HCXF^,;Q+I

MW@>/XL_\$#00[7TOP7,?!?AVSM];1Z?!I5K>.<K>^*?%=[#;P:??6EC\$9M26 M5F]ENOV#)O"?Q1^*WQ2_9[_:]^+ /P!E^>-

>N-XM^*W@;PW9>&/%/PYUSQ_-HE MEH]SX\T#PYXFL+NX\&>*=0M]/M[G7+C3;];#6K[9?BE\&_C/XD\#>\$_

7Q8\3>&X/'VM>'C/;>".->WT#Q\0?!>LZ0= M.3QA8R75ZEIK.@W6DM;6MQ+IS0S6DKH'ALKX-P_-JXS

93DN6UYTI4\#B:60 MI5*&(amp;J4'\\$2S*IA8PJ8JGB>7\$15I^S]M4565)P?(N'E@ \PH4J;1JJLG4J8 M]X?.\$X.E7JX6I7QB5+ 5/J)?

9U(R=)U5IS4X.'.I*[(4_&CXX#J]/PS^SM\ M,/A7^S7-^VQ=?L[W7Q-^/?Q[UNT0VG@'P-^[GQQJ'AGP)H'AV>TTR7XB>,

M]3\0>(J.6Z3PYJ4UAH>GOIMS=^>1]G20\$OCC^V7XHT+X:~MB^\$OVKOV:~V>_ M'_ Q^_8]L?

@EXHTN*YT]/% P:~)7P[^_BW2_#B^)]!C\8:7-XJ)\ZOIKQ^ (MM/UGP_=RK*NL6%K/9SW.GZC"]?=GBO\

87G\3^*OA7\;M.^/WQ,~*M+?#CP M1K7P[N_CCH5EX5CG^)/@'7;GU^3PI\2!DNEW'AW7=*TS4I(KS1Y-/32;[3

M[N/[4EV\DCO6=I?_ 38^#5W\OVD0!GQ-4?\$/XO^* _VNK+3+/XZ?%GQ?K6 MG_V_CO5;?

P]:&S\$Z=X8GTBQL=,)&Z5X#61+GPGIVD:> \=A?117DK7ERHF/LT

M\7DL(T:M=T8U*4:%%_5L/FBQU+\$1S"^*Q<,3'%4XSRRKAKTZ671Y(1I]%,8 M3@ZK3P>=3=2%*5:<:GMZRJXMY?

+ #5L?#'[F?][I+][C#X2_"G]GKX,>%,3]I/4_C#I_B+Q-H'@[0_#B+ MPPGP_P#AQ;^+;0Z0^D:/:W%Q_J5U-

+IU]]KFE%O8%BX4L63XETO_ (+&>,;+ MX1?M7ZS\2_@]X>"]?%SX6>\$_C\ \$S]FFPO=?OI_A[^T1_.A7XFOO!VM2:+

MKODVUU;>,/'VO6<[CX]\^02R:HMG&OBM* C' M\7_V@?BM^T!XF^!7@_7_G'['?QO!X:T72?"? \ PE&G6.C>*/%U_8^&-

(T^ M?Q-XZUS0],T_2;G6M2G6SMK4WPM=(CN=2FN1YC\9_P#@DU^SI<_V3Y_V4_&

MVH^)WTZS\9^_.'OA#XFV(OB#XFU[Q+K_A[54MS\$EC>P^(;_0=

M4TRZBFLM6T80Q7L+R6.G2V6E'\$V5:L(YC"KF"E+ #TZN.JK,'5ITXYM7Q5>4 M:=?\$5)SY\#

[+ #3IRY>:#48RO14I.I@N(H0E+!JA1C"51QH4E"%-^TR_#X1^[M34(VCB)8C\$0NFE4O)^](Y;[H3]JG]L7X;>._V6-

'\!Z'^SK>^%OVLO'.C_#W MPC PEES\3%\2^#]1OOA3J_Q"U/4/\$"Z382.;J-E:7'AZ LM-6RELY"E[.:@ M'WE.7^+_

,)=.L39I MI^D>&;"Y\5746OZ6)(B_]M? \51<%HIP+55M,*FZ=V//1S/ (^:BW2J8:3P>8S

MK5L/A9A\3&;SRA_9E.G6A7A*\$ _[+6]4J[7+-TY249)3-*^6YVZ>*A"K0JOG MR^AAHUK5*2]CE^>-

C7KN\$U)U),7/"^TFUS2IP<9744C\ROV5OV^O A^\$'PDOO M" [*P]_9W_:7\0_"JFCX/_ !J^\$.AZ!9^%X=& \"?M#:K:'PM\4?

VN:~I% MK? \B[P7XAT*>UU+P]=&*[CCU\$SU/0]6D^W61E/L_B[];QO\7O'?Q<^*_PU_M_LL>?"?A#^R%\1?

\$7P8L/VA/VGIO\$%_XIU+XEZ3#96_C5_A_IO@[2[_%#P M?X,TZ^N].T6\UK5-5M=3U@->36^DVUI8W4C>_P#CK_@F'\

O'.K_+&_BZ\N M?%&E?#\$]B]OAS9>#O^ND7-O:~OXY\+ _#*UA@T7PE\0HO*:~#7M%74K?\ M_3H

MY5\$NC:Q))?)?/&EQ>6]U=U[_ ()^Z?8^/?C'XV^!WQU^)_P(M/V@]1U#7OC#_M\~M'M?"WC'X7^)?%VHZ!/HFK^>-

]\$ \^*=,FG\+^*M9LH4?7[[2M1CT[6+ FV@_MOIM&-S&93TUL7P06K2K8>5>GB<1]>HU)XB&

(Q4,\$JN(8T949O!TL+3GAJT:="_.G[1PRZE)3M"FOWLLYI5 MIR?Q2I>Q:>C1ZAX \)?_OQA^S/T'BK3_ (??L]^>-

O#E]:W7QADA^'&A:-J/P_M@1?\$FWMY=0U3QEX8:ZT^.*Y:XURRG\$.N7ELFKA8G>XE\ [>#*?L)_ \!2+X

MB_M6_#.7XE:QXI_9EN[JS^NK_?A\~KXEX\0?]JS9VD)MK'6=1U_3(_M#K:?!?WUK9ZG#K'5]NZYJOA/PA\,I_AA:>

(M5:&3Q#=:8VE7>G?VG*51H3_M>*L\CP@B2-0J*QE"EF\R.*R]PQ,~L:N-

DZPT^B93E:GEG0BYPIRA.:~?UJ<:>'JRRJ]M5Q;115-2QE"CB(X6E.44E* M\$%7DXJ:E&.K2BV?C= \8?V[K#XA>&?

V]0T^)_PV_8M\,1^TC^RAXB_: \5>+ /MVF]U;Q%X0):EHK>IMO@_PO(:_M6":%]1C3PE##:P0JEHEIJ%

[;2(T3@'E_AW_P36^\$O@_U_9YV/S>)O%]/BKP=>^ MS9>_M\$IX!)>(_L5UIC^%?VA[> \L=1\$:.NZ1!I_#?A'0[[4-

#\V6F2L6G_8[_M5MEO:PP+[%'>-'88?'4<3'%5:5*E!XK!QKXJ-# \$RG_:U.JE"%=1?RXF MDD!ACB625I)"H

2,MAF=2%\$>%9B6S^Y^9%BP_,X* _\I/@-!\O!'P\$ \$^! M_\$ CF0_;]H;4_VAM_%&KW]G?^*/*?

B& _\,>)O!MCX;US5&M_-3PKH7@SQ_M!8>&-*TBU:.\$:-X\$;_MO5]"F6RUG3+3Q]I=

[I%QJ&CWPN#&P@NDA=%!1=O@YO_&++ M\$9=#)W5IT:=&>%S"15@XUIN&,I>QQ6(CS2BL16P%7\$3C2H2=-

NA",VI-2/I&.X.K)1BHVO_M^!_2MLI?VQ/V^OV]?^"D^L0R7O@^Q6O^R1^S9?W5M(D2^! ?AO,L?C'6-

M)D\S8AU/6([73M5C"2QO>6<[I(&,A? \>KQY)\?AK\5["PTGXF^!/_Q!TS2_MKN34-.L_%_A_3/\$%O87[1F

W=E'J=M"1HGW1NRUY^Q]^MRG\OV*_@!X%_9T^\$J:LW@WP-!J/EZEXBNXK_P1:]^LZC<:MK.O: ?V]G9

M6]UJ^K:E?< \$=<_3.F?9I#Y_MW6Q6"E6HX3"4:&694G*<'3R[!4(4L.Y1C)0A6JWK5&TKMU)=&T]LGR]83+Z=

M+&5]j^*j5\9B_:LW/[XNJ]JF*<^9-U'3E3I^*KM*, '=)+Y[TS]D3]EW1=1M_M-7TC]GWX;:]JEA*9K+4+/X?>& >

[M96MVM3)]/IZR1N;=GAW*P.QW'N[39SE_M_8M_9\2/RE_9M^4(=L?PY\+Q_NPBQ

\$IIRL2(DCC#D[Q'Q%\$F[.%&%^G*_M*X7C<8VY/%XEN2LW]:I=JUK-VJMI9]-M#T%@<%)1P>&2CK%*A325I2FK6

MCI[TI2T^U)O=LY3PIX%'\>!.?1?!/AC0_>DR7#7;Z;X?TVUTJQ>Z>VMK-K_MA[6SBBA:8VMG:6_FLA<0V\,8.R-5'4"-

V\+ \V-O4X_XR,X&<#)R<#<."G MT5SSE*I)SJ2E.4YMRE)]W*3;T6K=]%;PIPIPC3IPA3A!BTU?<****DL88T;AEW]F)

(_D_Y^E#1HX*L"0>HW_,C.2#@C@GJ._MA!(/!(+Z*JK/5=GJA));)+6^BMKW]2\$6(Z)W[L]'J6QDL3MRQ(7[HXP, 8

M%@B7H&X4+DR2,<#@9+.22!QDDG'&<#%345*A%62BK)-J6Z2.*>J>RWC%QCT7PQE**M:RDTEJR(01 \$!< D-

C'KLYR&SELY"A>O4^H^T^IS-1248K.*5U9V5KJSC;2VG+*2]&UU'9/5_P!:_MI_FD_5)E9K2W;.8R)>

K8^;AI)&^ ^/Q/YGJ>]#11L.%ZMOJGKGTGZI/= #22=TK-M2;Z\RT3OW2TOO8A-O">L8)X&222,

[!::K1[76FEV]>EVW965VW: ^I\$((QT#&C;C>^,9+\$XW8W\$DEF^W&XG_P>_M3'G<%P>>0S#J, \$C!P"1G)/+ '.7;,M%-

)1YK)+GDY2LKNB%9_M=EHE%;;16T5Y>6PSRTQC&!DG@D% @_4X&<_X_RI4XPPP_M=I(!'(X(((!\$U%+EBX\O^N77W;>

]JFGIMJ]23_Q/NQ^72Z=NETTT_DTFNS2?_M0@-M"0_4+!0_SN>!MQG+)^13DY.X;LYIYBC/5>#CC)V\~N!VYQNW?-

NQN_MS@DY_J2BA0@KVC%7M>RM?E22OKG))=DD@WMY7MMI=W?3JVV_-W(!;0C/R')

MSDEW)^88/)8G...,YR.Q%/\$,8&_O_&L>!C'4GG@<[21DG-244U&*LDDDHJ]*

MLK6BFVH^B;2VNVQ62;=E=RFGG^;2,Q1G.5SN()R6)R&W+R3D!6Y0_@)@;0_!0(HP_M,;>/FXR<'<RZKY/?[^O0#U

HVB+ ^[C_(&"PP#UQSQGKGKDDYR23+

M119::+3FMHM.;25NW,M)=UHVT%DTDTK+ELK:+E=XV_PMMKLWH1^5'DG;R<\$G

M)R2.A)SDX[9Z=L4&)& "&N1R>IR,Y!P!TQ4E%)1BG%J*3BFHM)+E3W_M4;6LGU2&U=-/525FGK=.Z:?=--JWF1>3%_=[

<%AP#D<[:DHI\JO>ROWLK[N6_ \B;EZN^ ^H-)I]JZ>ZZ;=?]NQ^Y=B_M'[/#D'821MP2SD_*VX')8@]^I!(/!

(IWE1XP%P,8P"P_ "0 \=.O6I**2C%_M-M12;48MI+503C1/RBFU%=\$VEHQ)).Z23O*5TK.(FG)^LFDY/JTF[V1'Y48.

M=HSG._< \D=">3S2K&B*^C'7N3]X@GJ3U('T[<4^BG9=ENGMUC=1?K%_E-

I=KZ!RQ5FDKKFMHM.9WE;MS/67=ZL****8PHHHH ****/_V0\$!_end GRAPHIC 9 ex23-1_002.jpg begin 644 ex23-

1_002.jpg_M_JC_X_O2D9)1@ ! 0\$ 8 !@ #_VP!# \$! 0\$! 0\$! 0\$! 0\$! 0\$! 0\$! 0\$! 0\$! 0\$! 0\$! 0\$! 0\$! 0\$! 0\$!

0\$! 0\$!

U(#_2(A\$! Q\$! \O M'P_04! 0\$! 0\$ \$ " P0%!\@<("OH+_ \O M1_@\$ \$ P(\$ P4% M!_0_%]0(#

01!1(A,4\$&\$U%A!R)Q%#*!D:\$((T*QP152T?_D,V)R@_@D*

M%A<8&1HE)B7J#A(6&AXB)BI*3E)66EYB9FJ*CI*6FIZBIJ*K*SM+6VM[BYNL+#Q,7& MQ\C)RM+3U-

6UJ9C9VN'BX^3EYN?HZ>KQ\O/T];W^/GZ \0 'P\$ P\$! 0\$! M 0\$! 0 \$" P0%!\@<("0H+ \0 M1\$ @ \$"! 0#! <%! 0 0)W \$" M Q\$\$!2\$Q!A)!40=A<1,B,H\$(%\$*1H;!'!2,S4O 58G+1"A8D-.\$E\1<8&1HF M)R@I*C4V-S@Y.D-\$149'2\$E*4U155E=865IC9&5F9VAI:G-T=79W>'EZ@H.\$

MA8:'B(F*DI.4E9:7F)F:HJ.DI::GJ*FJLK.TM::WN+FZPL/\$Q<;'R,G*TM/4 MU=;7V-G:YN/DY>;GZ.GJ\O/T]?;W^/GZ _JH # ,!(1 Q\$ /P#^_BBBB@ H MHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BB MB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH ***T^,'C3Q\//ACX[\ M<>#/\ &H _%3Q1X3\-.IKVB _#O2=;TCPWJ7BZ[TVT>Z71;/7== (TC3;F[\$;K%< M7N8E;.'K9VFH14FDFU,I*\$93D[M1A&4I.S=HQC*4G97;LHMV2;=K)-M)^ET5^,UA _P5<16?;\$;X5?L4:O\ _V6-< M^)\QZ ,?;\>?%/QUX+^">N?%/PQX*TOX?^#/\@QDVVG:8TFKZKJ2Q6V(;>21O#/_B- _P6K^,\ACX)\\$ CKX/ _8@B\1Z+K7Q(MOOV=J8!>)/VF(AUX)^*M^U5HGC6^#\#^?(?@9X3\.;EX=F@\\:W5AJ5E)?6OB M:RU*ST^]T**;,5/(AC\L'TZ>29G4=EAXP11TN2K-B,3E[52KTXP2E5]YU*NF& MQ-&BXMQBK5J?2\$)W2CW/@KXP _&+X?\ P?\ 6NZ%^U# MX#U3QUK= _P"+M+@U/Q%K4'PRB*#5'T[X>6EOXAU#Q.\>IM##I6B#4/M20ZC M;JF9*O^"L? BKQ[X]^!VK^)/V5?;\$@;[DW]]#XS>+O@7\ ?VC9OB7X9UO5?\$

M/BSP]=>+=.\.:SXP^\$]II,&O>\$/'OQ'U/P=J5CX7OY=4NY[9Y;&75(88KVV= MTLFS"5!8BG2HU:4J52K!T\9A)2J>RJJZE.E3]LJE2M&% "M-TXQ;Y:-6S;A)! M _6\$53V,IRIU;Q7).E432E&G+FDU%QA&+JPA.4W%1G*,>9- _L 17Y.?M) \ M%" _CO*OVE/B1^SU" _V/' :'?X, _L]^? VC/B;XDG^_.G@[X3-8>%/ \$6M>*M M*ATCP[IOB?0=177=:CA(\Zi>J]K7EE.; _EN\R2O&).C^%7 _!5+JG3QKV_Y _C/ M\O? &GP]^#?P@U/P9%O%O@W5O%?Q#TR]=W\ _P 7/"JSX@?0/%GPWT _33KWA M+4-)N;.>T]J4MJD7B;2XV\06JV=B4W9/+,>J4*SG-*,U&4F MXMIV2&1Y M]4T;5U-G?:-.BXU6!BLSVAMW25IJY=CZ- 3V,\%BU64*+1THX:M*I&E+6,9P4H M1@VIN,TW3=IIBWBXJ46EI#%X:HG*->E95)TW><4^:\$IOENUIS1:3ZO8^UJ*^0 M[\ _Q,8[TSQ-\+O!U]^TI\K?Q\):='T'Q!\+;],/Q/9N B[1?%)^&;^PN(MU>SMH-?D(@TBV][VJT[2?6,??U:ZH M^KJ* _-+X.? \!27X3 M# _MH1?LS? GQ!X+^*?@ _./JFWQ\;=6^*GA3Q!->C3 M/\$OAWXF^'/' _" &MICV\$\$,UG78 _2"BOFRX _M: ^ _9DL "WAKQK> _'7X:V/A3QAXE\3^#?#7B" _P#\$=G9:9JWBKP6NI/XNT*WN M+EH0FH^&AH^IG68+A8#8BSD%P4.W=P-E _P %OV)M1\# _P#"R;3]IOX4/X(_MX2*^)\?V[+KPM8SXGT _19? \$MSH4=E=01:G)J;>'X)M6LK5;(R:C9QO-I _P!K M"D#!8;%N+DL)BG%-QNj%1KGB[.%U+W-ULW;E:=]4:NO039)-KVM- -1> MTK.: =GLG;5M6/M&BOF/PQ^V1^R[XUT.7Q+X4^ _PYU[08?A3? _*?4M,UZ&X MM[7X2Z5? 7^EZIX[NL1>9;.%IVHZ9j%E>SW\$<<[K=6DD4]LK#%4XOVV/V49 _B M5X/^#T/Q _P#AM-\2 'NG:%JOA#PE%KL4FH: [9^*-,36O#9MI%B:QBO-?TF2/ _M4=%TVYO(-OU*UD22UM9E=6H^K8F\HK#UW*%^9*C5O%J*E)2]SW7&/O/FLE%7 MNUJSV]'2U:B[VM:K3UO _" ^>5GHTKZGU117Q-^WA^V-: ?L1 _RW^+T _@6Y^ M(^JZ[\2/AS)\O"?A; A*%!\!:+ <^+_B;XAA\Z)<>*O' _B2*30/!7A:QN)C< M:OXAU?LMI&L43?O+A">, _9X ,5;9^,) =0T3J]?X,6'[+VOWGQ \)?#OX3: _M%6/[!HY@[%O[0>M>-] _U+5M+M?A'XW*%K; _VAK=A _9&H: ?KGAS4].M+ZPO(4 M99)GQ@[(C@L5" _7(4)2P[G4A&7/24ZDJ4X4ZBI4Y352KRRG=^S4G;YEK*;SO)) _H917Y=?M\$ _\%8?V6OV9 MM=OK[XA _\$?P%/^+;!34?#OBCQ+X7\6CQ+ \1-) ^*FG _\$'2/A <>!H/A'I6D76 MO7VG:5>Zi)>^*%/_JWR:=X=CL9K>Z@EDD1U^D- _;H _9&\4>/? _PPT#]H;X; M:IX _^)6C:- KW@;PI!JY35/\$.G^ (=FUC1!;K;Q10:CJFEV\U[9: +>RV^L36 M\3L+!B003P..A3IU98+%>RJ056G7.G0,EM;Z=- J\$5 _J=HIX3XE?%> /&'@W5OC'XV-\L>^ ^- _%7 M[+O,/_C#X?#?#[]ICXSZC\1O"GA7Q;/?&7C*TV(7/B?2=!^\$]Y87FK>,#\ (I M/&^A0?;\$&2RUB!-SWTFC27<>GRF3JIY/F56%*,<.,^6O3IU*3E5HPYHU90C27O MU(VG59X*G.=.5=<].4X3BH3DTZ? M.=NT';./93YY/W M8I7;Y7< ;.BOQ1\4?;%=M>T/QAXP\9:7^RUXD\0 _L5 _#K]I3IOV5?& _[4=O\ M2?#5IJ5G\0-3UG0 _#- _XLT?X0W&DCQ#JWPPV>*O\$6E^'=2UW^U;>ZGN9I;R MTLS9V=RP _0 _JL? \.0MOV1/V8/C3^TM? &G;GQO8 !OP9<^,;KPK9:G:Z-&X:XFBDB5(3NVJC/I^BOSM\1 _P#11/X5>& _C5^SO*\KF\3Z);?@ _\ M3OC!XG^(5O\ \$3PI<:%)&-&GA71O\$U[#XJCM9K@O/WZ;J]K#J37%E:K+9R ME&FP8Z]D^&W[; _]OQ?L?#_I? 3)H/X:>.,;QEXY/PT\+KI.N1M=ZSX] _L>X M\OQ^%K/X8> M"=-36O'UW>V-S+I4MU;:2'\WX2\T%DN837[N%"J _94]ZC3QF%E-T:TYQA5Y M5434+JLY-VM313DU9+FXWFF#BVINO"TYT ?PN)BG4A&,I4XMTVI3:E#EBM9 MN45[=E^ _]-%?C79? \ %9KN+P/J/A _Q5^SGXB\ _M?Z1^U7X8 _9#NOV7++QSH7 MB.XU'QYXAT _2O%TOC30?B!8Z9#IFJ?#32OA=J-Q\2- 1\0KI<"6.FV#Z5>>3J M\$T;'JOVKO^"D?Q+^"OAO4/BI!OV7A^TE^SMX*^#6I _& P")'[1O _"[? GPM M^%- OI&C:UJFCZAX"^^^K>(K34;CQS\1C _9SFJO,HJBXVJN#<4 _UJHKX*^(' M[.?'V8/" _P(?Q\I M3])^(WPI^&O@?5? %'Q3\+_ _X:ZJ]?Q*^?B;XCW6j>+?'GB;3WTCP3:Z#I? MA> [T^PTZ>XU+Q;K\$]OIVCI]JGACDFCEF.KRA&G0NZD:TXMU:\$8JGA\3"!UJ MDI2K)%%/\$R5.37. [NZA*.HZN/PE%.52JTE*E&-J=23J2K4O:0C32C>4G3]YW M<\$N]]#JHZ* _]_P 6?%(_B%)?V./BG^T? \ +]DKQIX ^*/@7QI!\-?'P, MTCQ _X3=0 _M\$>,-.FKX*E^"7Q%\-6]UI'B'P _XR^W74EA=W6EVU[8#1-7@O M++SK4E _O3]G;XX^%OVD@I\-/CCX*,B>'B/X7M->@LII^EN-(U _/I^O!= MRK%)"+[PYX@L-4T^&D6-)+O3YV1%3:*RK8+%8>G[.M1E&E]8EA?+EG!UH4 MJ=;4(SA* <9+V=6\$E)2M]JXM1G&4(Z4L5AZTN2G5C*I[.-5T]8U2E)P4W"2C) M+GBX[;IV;5I/VRBBBN4Z HHHH **YWQ?? ^(*?>)=4\):#X14Z=H.K7WA MSPS?2M\$GUV[AN+71H=5OHX+&75;BWGAT))VNY(9\$B*^-+ MLG _!4? \:TV,? %7XN?!OX@ \ \$ \&C< !W]F76?VF?%&D _#CJ;X:>.ET[0/7 M4KJRT#PMK^IOX:T;3O#GB#Q3:Z3X@_U'1(+YGFO+^21=I: 9[RW=NO"X'\$8Q5 M'AU1FZ45* <)>XG#T9J#G3I\ZA6J4W**J5J4&X :FEK:5N:OBZ.&=-5G*/M6XP M:ISG%S2!OAYX\;XI _\$S45T_PC\&O"WAG6O#5T/&OB M346DCD@O["]L[.:*].JG*PQ6CD _W[2?][2 _QW^!W[.7A[X[Z!^S _X2\07UAX5 MMO&GQO\ "OQ ^/? A'X3:\%!=!@*\#7 _\$LU_XYU?1-8T;Q+>X>U'9M#> /3H+= M+Z> /5;S^4<3Z2RS&05!SA2@L3B*^\$I.>)P\ (O\$X? 2M0E.511C4C)PA9W4I MU:48MNI\$CZ]A _P!\^:=J-&GB)VIS;=&HG)3C%)RDHPBYR2C?E3:4FFC[IHK\ M=/ ' _!5+Q!XH^!O[&?Q#\4 _LWZOX%^*G[;GCF]M _OP>N B1X7UR3PQ\#?#N MDWGBOQG^T3XJ]7Z382:19> _#? @BSB\1S6TT=K?3G6M#L5=;BZ:)/[0O _!3 MWXR?"^XU?

MXTH3=.LZ6D\;AZ;FI3=Z2INI%1E*4/\;S2E&*;3BHMS=K13B[NZ3 7:BOPAL M/^"TNI:M\8-'T&V 95\1Z;\\$[[JH? P3^S'J/C+Q\!5/" .C?'#3 'WCFQTB]L M/\$Z LSW6EGQ[=?#>R.L0"?Q)]=A+O3([GQ!:\?2VUN?+]++_9R_X*K^*OVEOC MUIO@SP#^S)/JWP\$!_ \$?XA_#C0?B H'QS^%~O?}\$'28OAYJFM:-\3?B'^S[' M)9>/?!WPK\1ZMHUSI>BZ^9M1OK>X%K-J6GQV= ;7+]-3),THJ;JX5TU2A.=2 M]:A+D4'-2B^2K*]1*G*3A%225K59NZ6\$,VP%62A"OS2E/DBN2:[T5PZ-]\$KM]\$D[-M]\$FFGYDM%,\Q/[W MZ^V]OR=O6S3]&A.*;749R M>G/)_D#G*;YL>,[N..<"]P.<8SGC'7-":>S3UMIW[>OD&R;>B6[Z+KK\B M2BH_- C/\7XX..!GKC XY_P#UT>;'TW#//!R"<=< C)QWP*>FFJUVU6NB>FNN MC3TOHT]M0OI?I:]^EN_H245'YL?]\? KGMVQGN/S'J*^4XP>O X//&?3T(, M4?Y7^6NOIH N?9A G;YV3M]S3]&GLQU%-WKZ^_ \GVZ-ZGH?T?IV[TKKNO^ M&5_RU]-0_P D DW9/T;T7=Z#J*3/TH+ =3C\Z=TW9;]NHFTE=M)+= MMV2^8M%- W+TSWQT)Y].GY>O;I3L]O\^E'ZWMYVW^[J.ZO;KIUUUU7WK;N%%- M+H!DL !W.1_G^O04H(/O_P"? IU["C2NGLUNUNMT[->J>C71AMOIUU["T4SS M\$)P&F?3;UHNMKJ :_E?E?TUV#SZ#Z M*0L!U/_ .F^8G/S8QUR",=#Z>_7Z^AP_K_+OZ!_7]?N>OU_EU'XT MWS4R1NY7@_\@9R>N,=!Z]Q_>&1-/9;_ -!O>W1)OR3V; [J]WT)**C\$L9Z,/ MR.>N.F,\G@<<]J42(P#!@0>01SD'D\$>WO1_FE\VKI?-*Z[K5::@]+MZ);OMZ MCZ*0\$'D=7D?SI ZGH>V>AZ>O2C^OOV%==ULWOT6[]%U8ZBF&1_2"<8ZY!&. MG7CCJ/S'K0)\$\73/4\$=.O4"BSWZ# [>=K>=VTK>K32[M-=&/HJ,RQ@X+#[X] MSCCK'48/H>#@TOF)_>'Z]_X&E==UM?? H]/T;:L^MT&V_7;SO=K\$W\GV8^ MBD+ 8R<9Z?Y?C33(@_PSZ#D\XP2!G_1@G@Y&M%UW6NVJ]/ST]0'UY7\; M+/XE:C+?B!IOP?@\W/Q-U+POJ^G^"HOB/=ZW8^!?!;OK,VEJWB>Z\VE]K MT6EIYLEQ_9=K+=,(U1-K%37J!EC'5L>^#CKCDXP.>.<<4UI@("68_0,D\$ M?-P%'(^)D@ =2Q"]2!51GR3C*T9_.HM1FE*,G%J? +*+TE&7(U.+LI0+OV1-5_:1_M8ETsx_?"?2= N=3^+J_!+XL? [X\X>UFZN-?UIO"Z>_#?Q'\+^)M#2YT[^ MS=*N/#] [8J]%Q+F=B>.\4? *7]NN?][GSQM^SV?%O[#_P_:/# [06J]?%3XK M_%35OC!X*^(.F:]!|VE?C-XJU;6_%7Q1_9TUSPSIM]]>I:=X=TS4;2S\6? MB)O#6MVFK:-9WESJCV4]Y9S?TIY4Y';)*@ '.T9)QCD8&1GKQR:1B@X*@\G M'&-N>.>!U P1Z_#@<5ZZS_,%/G7U52=15..&AS*4:];\$T?9RLW!4,5B*>E M&+2A4]SNJD6Z9YBRG"Q7+?%V47!7Q,K1BZ%'#-.^CO2I48Z_:C&HK5'S'Y@^ M?V\$'_Q_<^'GQ8^WQ+T_XE? #G[F][EK1OV?/V;]+\$^LS>_#XR\5>&K#0OC MK\;OB3-J<#:#7_P)WXJLM+MO#/ANZT"XE-IX:N=0_M?;+F1J^3_(_.\\$U? MVO\ PYJW[*_P(^)GQ.^ FH_L:_L9_M!>)/CM\-=<(\V_CI?VAOB-#I]/CG5? MAGX)\?V.I:/#X\$T*W\):A\XRW^(- :V:C=W'B"2+**&VL&\^?:\>\,Y48Q M@8P_.8"3D#C_+& JE"P&0Q XXSR_1U)P#C.!Z=ZPCG&-Y)+FH3A*\$807 ML(6I^YBX*KAWR15*TJ0TJ.M)R5XPY=7EVERM.M&46W)^VJ<]2\L_* M2K23;FI!X?FYFKJ\$D_XE2_X?:MM?!\\$@; [J]M3]H0JHWXP^(?BKJ)?@30B+^R M#X.^!OPFN/ C?XA>#O\$OAKXF>&_%/BOQ/*?AZ+33;V\$W M_- :LT\$DAGN/Z6&,9&Q@/8?T&.^<^!#O^%1_N\=!@/\?ZL'W (.<=<_>G0 < M'MZ7\$.T:<*\$*U_=%*%8>G3K1C- 1HP2C[.*@Z3:2W/%GPY_:0M M_%>J_LDZ%(4OVG)OV1+_ , '7PT"^(?"O@#X93? 375U_QMIFAZ8=&N-3T+ M2=9NMT_AYM'E>74=72?5]=BL;B;R?0?_ \P249:!\4_@AX^1WWP\$UVV^ M'?[&O_@.)/J.@.M]XF+:\J^DZAK@ MU.9=,B@TX2Z3>3W\$<*#JWP(V[,>23M_')R<#H3@Y/4\YXS01&I_&00"-I(MP,9 P,*.!E3C(XXI?ZP9G[.5- 5X1IS45**I^ZXQH1PT(N+JG-N/,TO:2=W*K*O-N+?+)^UG*;;6E[+W4DOY2_AU_P0Q_M:X^7P[6_ ^+X@_LJ^(_ G[0R? LZ1?&KXA:OIWCZ7XG?!^/][GGQY;^)]/MO MV?A)X=-C? VWB72=/LK>WC\3WVCCP KDE[>V<1@92_P!":M_P13^(>M_!7X;? M"63XB_"CPY]>A? M6_M1_&OQMX^V:9KX\4:IX'^.OA+QAX8T2STZ^ETF&\O? M&M] ==TEO%\$>JW-MHMu;VMS':7-PT5K"?Z,'OB)XEN? \$N@Z1:K-J^CZ%=1:GH\+3KHFH3QQ6-S?6TLD\?BOQ#_ ". M?[3/Q0TK]I+XGZQ^VEKGA7]HCXP_M'V_[2? @WPGX4B@?][GWP_P")_A5X@MI/ MV<=)UV?4O"\$5%:~*!M#R1H^SJ2@JM6M&M)< MOM:WLU_:4&KNT8**Y8M))3L_YUOC1_P11^('Q/Q5_M#?7_(I>_O#OPQ^~ M7PA\;+PW+^T+1? LUUID=DWA'Q/KOAB!O#DFF ME_%\$AI^MZO)=6TER463(^_7_1K^+A;Q_\?"BC\4I/V=\$UOP'^T_X"^,GQ M\$T/0- 3^('CRU\4>\$\AK!_ \$?PBVQ6FK^+ _#6E+>^*%U76;?6--M[O1[#3/#_ M^E(NFIJ5ZZ*R_P!(.8R6 VC'S':ISQW8JR".HR3CGM0!& >GI]T\$Y]3DG_.X MSG(SV%:+B/-8T'A5B(0I2BH\BIP5DJ\$~L-48Z2=+1N_.Y0A.[G"+ (>39=*:J_MRP[E4M%]?,_>C"K&NG=SU49P6KTY4X-"?\$'@6PT#0)\$U+Q'H_MND>)I]#\0>=4-EX?2Z,=[ID]S""8Y>? TK_@BA^T)\+?BK>?\$#3?%_P,^(/A_M#3-:"GQUM=0\57GQ/O/%>A?%G]GSX.0^\$M&T'1_A[H.AP:1XIT&_P#%6C6- MYHNL7/B73]>M"~6<\$ M9/.,,3D<^H(X((!Z?AQI'B?-ESVK4+U%&-9K#TTZO+1C1BJEHW7[J/+]>T7*[MFW*5V0\BRU\DO8U5[_LG[65X-U'5;3YM&YO?71**]U6/S,\8>#?VTOVE?V! MOAE8^"/7[F@_M0>*~'\\$Y\:_@[\<_ &K^~_V=/%BQ7XNO&'@#5-%=]7/4_M:18ZM8A)M'UB)-3UWP]?QVYN(=#1SHGYO>%O^~2'[67AA+_XG>"K_P#96^\$O MC;PM^U3\OVC_A!^RIX'U_XO:A^RIX:G^\$?A[Q#X:6&[UC6-";Q;X?\5_\$: MR\0M<7]UX1\,V.AVUQI=@KZ;."TB? TJ[5YPN.BG"=<=,\X ' /P!TINY5(M)1TY&.0,#VZ*="CQCYL5R8?-L5@X5*>&IX:E3J5*TW!4%-)UVW.'+/GBE9N MU94X5HK2>U[]-7+L/B9X1E5E7G)4XTU)5%!'MQ'+="6SUK2([B?P):MX3N?"7B" [AE.N7&F7@GM;:1RZ+ZUX5_X(^?P_ME1_M'CX@:K^SSJWP__G[17PV_:\O_&%GI&M?\$J#6/ WQ")^"I?#NI>#OAKX/ M/AVST#4-_L=3590""BO7_\$5EJ6FZ=-7%CG_M_<#@#KBD8IT*X")W8P,XST&O,]2>A&3].N7\$V;U(U%*M04*M*~*U.A348QG3 MITIJ\$8KEC[E*GK%73BY;RDW@LER]- /V564E-57*57FE*2=XN4G*E=62;Y;:_M6LU;_OV__@DW\4?V@_P!I#XV_'X.:^L F>+F_?^_/A3X\$>+/+][I[PW MXJU;Q7\"; [P=)?6>A_%C]GZ^~*Z/J0@/96NEZDUY_M_=Z+=0>(- (T>Y@UF&R M2XMI.3US_@D_^U[X;^'/QM_8^~%OQE^"VM_LB_M0ZW)?\$OQ<^(7Q13QS-^T MEX9U/PSX? ^&WA[XM_P#"6>DZ9<^")/%\$OQ,M_AO:7>FZCXDU"RNO#]QK.JRS MG4+A;>=?Z*25(XS@_%3D9P.,<\$>G8>@/D'R\ 8XXX/K@9]<= 2,CIDUST M\^S"G1H8=3PM2-&%,.(5,/&I;V#A*A42G=>THRI4ZE.48Q*/^"7_P"UA=P_\$K]E MKPS\2_@79?L'?%K]K/3?VG_\$&LZI;^'_:/\Z3_ ,7X8?\Z_ \!1=*M=' M/P[OM,U#Q=X9M\$T[Q3>ZG%?V&B7-Q:M837 AD3Z;\??"?][K+J]O/_ (@@_OX_M)?&W2OAA^OC[\;]+^*7@/18XK#Q;I?P_M"/""\$&[M_NIZQIMZ=5\76;ZSX_M(TZSGU6%X? M#WMW);6\I+Q,K2B!6_A+8X3.2Q/RYR23GOR?4TTNA(Y_ MW3QAN3G'X]5Z]>@/_.*B>= M*C[7FBHR]DO_UR_X(4^\$OBI;_#JP_9M?@E^SY#H_!/_Q,/%Q%U+1/#>K07G/ MQIXCTGPU_P (E>7MI964EM]JO@Y- " @[\,/%_P_,MM3@U77_ ^\$4@<0>-%%OXMFU+VOK71+BRTR+3]/TZ22XB1W/]QV?+R<],A3 MT]\>GU/))32;5X '0%5P@Z=P#UQ["NB'\$F:~RC3]O2]Q4*M-.O2524J]=*_%OQFLT^(6GZ MKH>C_#%][H9/C/'X8NO!VM>#/%G@WXP>#~+72IKS1_ ^\$.\6Z5X>;3];D35;#Q& MRJH3W:+_ ()2_M7_ JUCPKX^\$7B+JDOXB77P0_[:\^-[2/P@T#XO\ ASQ; MH/A_QIH/[1/PSE'\>_#GQ- M]"V@:M!H7B'P7KD[FJ_#O5_#*:C;+I)&FZA' M"TT4UYHW4D[M-2C.ZE)*Z;L_AV;3_FP^&_ \P1%^)O@WX7_'?PCK_C? X%>*/\$?Q9_P"""?C+ M]F'0=3FV/ZXNF>!_B[0/BS\3_BKK5_X>M;K0IYM\$^\$^CW?Q!LM)T"/3G/B(MKHT- Y<:=;RNJ]1_J]^P.VHM% _/ AM^TMH7@JRM0@QX]LOA+~\$?\$_@JP\1Z_M=#\0/A)X)\#^\$M%T_P 4ZS!XHN7U*YUFX\16^O6L^J0VMCI6J0V\%]IMO]GD MWUJXLBG&XCI@93&,<<<A_.,CD_D=#295L98^HRIXXQC& <@XZC [Y[UR8S-\3 MF%*M#%/#S=2I&J]^RY'1G%RYG2E&7[M3C/EG%)1DE%Z.*~E^~PLZOV0OAE9? M\$WXZ?:=XN^,7_4.B_~B^%CF;Q/8^&WTK1=6\~KHWPI(^)&H6^D76K:9]JG] MCWD>IZEX9T_55LF>UNK7SV#J/G7Q/_P0Y^_Q_~%WPI]\$;UXJ_9S^=_X!^, MGQF_:R2? PG_PL+QA=>*C_XWC\V'A'X>^~_\$/B1=-O>^~!J;:I\$O_MV MWM]/T_6/&%S#I@M](CAMI"W)/^Z- B>0<<>B^JYSTQRH!'9@< D\4@>, , [< M@AW>(M.C"~T:WLX4G-)1BN?V<\$F MFIZ7DXIMR,JF3X*JU*5.KS1I*EI5?

*X1DYJT9-ZWE?F2C*UU\.\N_QJ_P"" M/[?QZ^.,WQ'? _!_9#UC2+;XN^(/BS:>"K_2O'47P^U'2 &WPTO_(9Z
MO\+=:;%>'O!7A^ZNM%/V3J]>H1V_C*%\5:CXI\8:>]I8:K/JVI:3]#O^"8' M[\$G2'[(>J_%^;XS>)/A!X'X'2:)/V/#?
PM^&7PNN-8(6IX)M?;!5E?VFJS?\ M+&\$7^" "GC9_#FKM-:?(IX#U*%\1V/@Z&-[&PU-X5B9OU[#1D AA@GCY>I9
ML^&.Y(YZ8P&O\$LY3M,? ?@?PK M87NA_L]?#19;K36\5Q^%_
^FW+ZKXH@M)EU77]2U*>U0(T!M0_:M_9_:B;R\0^?B;#KA^OQ]^-'C/1/&&D_L M^/+
[0=.G\56&E>,HO^IVFA:S861U;1M/T?0K57CMWB]>AH!\LC@=<'MP>
M,=>HX^G2H)\.0,5SQS;&TY>U4Z>M3#S:G3ING/V&& MJ8*A2<5&/+15"M4@J2:BYS=27-6?;O 8>24;5/ M+[4/V-
'S>\$/A?\.=\3^ O#WPQL/">@GXB^ ?\$.MZ^Z^#_ QIUMK7B2\L MM-U2YDN;^*T2UAE*O\Y^'\ @DS_,%%OAO\
(/V1/V?--^*[*_0/[W/-F MG^)?&?B3X\ QY\5?&;3-^)?QQU7Q?K'B#PK?>+9O!W@AXO\$OPH^&D%UI]
MX.\!;K8P*/\$XO-2UF76;9;."#^GJGB^4YQGA?D)/&21R!@X8YSCJ1U.*7<@! MY' /4].
2I&>!@9[#@DUTQXCS6#Y'5H3C^V7LZ-2A3:PRHT9X6BL/4X5J? ML*3Y>O>C2J0J2555*T*DU.K[:K[>M&L^?\
>J562G*, MHM6<4K148GYR?MC_ ++OQV_:%^/[,OC+X?:])!_!4?[,/Q>\#?'?PS9:^ M/\$]Y\$/ '\$BC1M%U'0?
%_@74[NQL/^\$UL?"6OZ5K- 9Z9JUG8C5M.*6EPJ][Q
M%!\2:M P3T_;;2VGQQ^,'CU/V\$OBY\8OVEOBSX)\1_&3]G/XI>\$?/BK]F6 MZ^%/PT\#R^\$?A]X4(^,+_09O'N@?
\$/P[J5S+XM/C9_"JS!>ZG)):1VME:2A M_X WVRAGGD\J3SG!J!T#<_#OU%&Y1R0N#G)(J\G/(QSU"?/0USX;-L7A::
MA0^K)1G*S=*7M%3G6CB945-3A-1E7A&LXPE&3E#F4UK?HJY?1KS]I-UFWR.2 MA4E"/3INE&?
LY)T]?3<6G'47=2Y>9*2_FT^%G_!& \:N34?AYH_C?)I?P? M!_A%X_, :0\9_M<>OAE^S+J'B[Q#!(/(BG-X,TWX?\ PW\#?
#"Y^,NA:OIE MQ\,]L3XE\9ZS%J^E6EPWC+7K@:1]MI^GZ>?\ !.O]D'XH_L2>\$B)\&% M/Q6M?
B]!*,OXQ^)OB1\#O\$&KK<)\3M+T;XC--XF\=Z#\0TMM,TCPJ#>:[S5_M+GPQ_P (I9I:G2KR5KZ.*Z^1?
T11HV&1MVGD%1PZV3L^O1Z/MUL&^W]=?T?W#9_ \F7R0AE\$;&(2,RQF4_F,2,@9UC+ MX#E%9PI.U2V!7Y%>!/V*?
VDOA[^SG^VG?P>)]@GX[_;C_;2\6?3Q%XQ\9>* MKOQS9_![]!10WG@WX=_#[2+VRTB])"#_(5?#2:*PT"P-
C+Y_B!K^XF9_M8KN20_KN61@>@I2Y&N9G\Z=_\ \$]O^"E&I_L;_"O]D/Q:_P#P3E^)W@KP MO\$[KX,ZEH/CKP_\7]OLO
/B724NM\#?M\$ _#;Q4WAZ3Q#_X_L?#VH7KWOAV MXT_0+;3]MK&XT3Q (IKROT ^[G[-G[5OA]/DO\ 9Z^!P*];_
KXPZM\,/! M?AGX;_&KPW^UWX>U_P1>!/VCO!&F>#++;PSJUGKFKZ%::SK/A_4GU"!-:L;N M71-
=M;I\$2QU6"2,LY_2U2G\Q)V/NYYZ]AUZ\$Y_J*ISKUX.%6;CK&+J1;YY0]G)2M/F5_M2,9QYX8"C#G47B(N5*-
#G]M)R4(-.\$5+672UWS7A>#M&4D_YR/AO_P \$&[^Q M^&_B#Q/XN_?^+_PQ_:U;P%>? 7A?P[^S?
(\G\ _LT?"WP\9O\$FL>+5^+^ MO@[POX]\!^+_ !0OPYTW4;[3]+U2ZMYM)U?5="L+:RAMK;-6V2N2N_\ @DA^
MW5JGP&^!/]BGXH_LG>?AO\K3X-OX_, :4U_0O'EC^UC^SI<>#=#9T?7/'^ MC_!37M%T*VTO7;/6Y]);3?"FJ>
(-1\,R6.CWCZ?K^EZK';VI@_ID+1@ @]02_M,*6^N?/G].O_67-Y3=25>C4:JJO
M3YZ%*^&JPBX0EAYJG3G#V4*DHQ_>5(N-2<:BFJM7VF+RC_V48PKQO!QFX5II M5;SC*4ZD).
<)U.=1O6]FJBM#EFG"#C^<7[6G_!.#P5^U1\2_A[\;Y?CM^TA\ M(OB)\)OA9X^&^%G@+7OA#X_\ #WAG2_[+^(-
GY'B&X\1:7KG@/QA/? :P(X+7_M4M2TY-/OWTD/90LJ,17Y3>#O^"5/_!1OX:??#_P#8A^""_!?
^T7%X@U34[/X@^(_^\$3\$7,'C+P1\.=.O([?X
M5>"O\$%O# :Z3JTNJZRN136\!'.^Z+D9")P#QDD]AQDDGWS[BF!HSDJPX(Y MV)\<]3SCW/'!1.6%'\.?AJ5/^#^UIUJ5-
I_LDGQ3KG[6.A_M.:Q^UQ;)\3M2_:O\ "GA>&YLY_M=5_9W\ \$V.I:/X)?P+8Z%!<_#?PUJ=W?V7V?P-=JUQHW]JQ(\>S\ ?\
@C%\ M6/@O^T9%-4T^Y_9@|\+?!7]GO]I_XJ_M'>&OC+X"\ BS3_-L'XJ:)\0KW MQ+J%M\%OBMJTNE6_AB?P5:S>)GM]
<:WUW4+34;+2]-CL='TZ>.>XN?Z/MZ9* MY_""!P=O0\ \$G.#GGD4*T60.#D'G;A2
HR,DXFY74%N6M5+&K%.P^~6QDGH58')P!CG!Z@G.IUX &*EI@9 >.3W M[G/U/]J:/GUXJ25_N?
XNWXGK=6_/7U5E;UVN%-%%, HHHH **** "BBB@#Q7]HSQ5KO@7X"?
&SQMX7N4L_\$WA#X3_#\$Q+X=NWA2X2VUO_M0_"NJZGID\EO)^[F6*MH7,3G:X4JWIR/Y>?V4/^"L7CGPI?_
'XD>* VW]9_M_;\#ZA^R;XP_:_J^%J? K2/#6L:LN+I^@:1M:T?6_"_B+0]!VW5W8ZE\ M1+RY^&>EZ'?
7&N)KEU\$^H6E)]\$C2Q?U= \$/P/HOQ,\#^, _AWXD-Z/#WCOPGX
M@\' :Z=,O#I^I#2/\$NEW6CZBUA>JLC6EXMI=2FVNO+D,,P5]C!<'X.U+_)5_M?LDZOX=^%GA6ZT3QHFC?"_\
9GU3]D&XM+7Q=+9GXH_ '4M"M=&A\$ _%]K>Q MC'C:/1+NTA3^['^46-YH_BKS=5M7"SRV[^YE./RS#X;\$X?;.%6K[?
\$.TZ=. MD^6A]4C3C:+Q-I^O7, M6j:1>L+26]Y\$F\OG-;_X+N_#VSV:EK7A[JEKXW>++OX>_!WQQ\;CUH-GJ7
MA2PU+X)Z'*OB,/AG\4M)U!==N_BS^U;K/QGTK5/]JX]:5UKXT17WQ[^&^E_#G3)-&)\^\$? MOBW_(12'2=+)\VFF2-
:WFE7OA[4GU,CSK^[GF)EKK_#_P#P1V_8]\-^\$/' M@ZPB^*QM?B7^SCXR_9E^(&LW7Q'NKGQ%XN')?\$+QN?
B'XU\::SJLFG;[CXH> M(_%+M?:CXM2)(_*9K6#2DBVUUK\$<))1D\+BIN+CS1C5QD(QDYPYW3_>75+V*
ME&,9WJ>UG5DY_ M9!;ETI]K'Q5\OAW=?"3QS\O\$?PBM?A[XADT'QQ=:_JT^O?#OXP^+CQ+^ M_ '=I-
HLDM9'6]M;PZCX8OI6U31+RTEL[_ ,R,WY'^*BVN\ @H5X7^_ W M[7>DW?QEOO&B;X*?%'_#[/C;X^?#_P"
.AZKXL^\$[_+&J;#HFM>+//A MGXOZ;N#Q;XC\ VO9Z8LD=OJU_&E_-JQTVX6W"K^Z/PE_9+^%/P4^)_ Q\A
MBYX)D\7)XO\ BWX%\$^P\5/JWB#^TM-CT#X(>'=2\,>IY=&LGM(UT[4H].U M2YDU:;\$L_P#:-WY=PT49C5*^,?
#'_!+X#>%)^,^GP_[']M'5+_- Q(V_M?&;7_ \$^J?M!W*>?#/?QA+W,\^C?\$SP-K&D^&]*DT;Q/#:3)I%RMXNJZ)?Z/
M9V5E>Z1<"V#MSX3&9-A1B9SHOZO.6!EA:5?#3Q4E4HU_:XE>VE.-6G"=.T% M'EFIN,54C.GSQE>
(H9C6HT8^T4<1!8AUY4JT*<6ZE-1H73@U*S5Y6<&M5<&7 M[R_#]G;_@H% ^UQ^U7\9]"_8#\ _M+^,-
<K]J/XM>'S^V+KWP0T#PG\8O&G MP"\ ?!;U^)_ A[2[3X=^)M\$L-!T+QMJNLS2Z9=>*K_P_6=U-H<*WDGAZWG\U
M).P\2?M1_MO:C^SW\2_%OC?)N:X;ZG^S\=OCK^R1X5LOA)_" B'XW?ML M?M+>]2VS_FPM=!U8ZCX?
TVPUC3/\$._>*O"OA;2X5FU*WO=9U76=)L;*X MFC_4Q_\ @D/^S8O@?1]#L/'[0VE_%;1_C-KOQ^A_!JTWXK?
9_VG+KXI^*M" MC(*^)=>U#XC-X?FLKVRUCPO#X>NO#T_AIO#6EQQ16>G6TN^4\!/?_!\\$] MEL7_','=?\
(_%;]K7X9^,/@E%R[XN_"WC3P!*I+C])J'BN&RLKJ+3;:UT^Q2VMHBK>A/,-@E-3KQ5:&)Q"JU:T M3FL?
5HQ5.:@J=(V5)6:R[JS]: M2/I'Q+3]F3S_@I%J7P[_P""1?A?N_JK#4=1\>>(K2X\6VNJ)X8TFTTO4_%MNM3?%O7O
O@S0=/LX\]@T][HII=G-?W&VUM8()VZ]5#?#M#^%)WC;4?&NI^&X/AWX0;P]JFMW%]>:=I M-E9:
[XQOIFOM)/D+1/^"" P"S/I7PLUOX\$7?QP_) M\2? 75[?7_L?P3\3?'>#4OAQX7U76O\$W_"86OB'PMI">#K:ZTS7?#?
B(OJ7A MNZEO[R#3YG<36MU&=I\>G+*;\$PQ,U.%3%8/%OG0PU5<^&C].EB,-3BZJE17_M^T0@G)SCS4[M;?'
*&/4;Z,.64HU%JHW&C*5DHNU1KF MW1P7A'_@MOHOCV^)?#_,\$_LE?%SQ9>_%7C3XI> [7X4:+XK\2Z6NI?#+
MP6GQ_N]4L_B=>K8^\$M7\.:CX>#+_M+XB_#_\ 9H^,GQ#%\^\$?@CX=^/7[3&K:9J?AC2)_VD>-/'WQ!@U74_\$.H?&?
P?'X%\5OXJM-*T#1-&NX;'P_M]#';>&[72]*TF#29A]L9+RY:1F\,UK_@A[^QQJ>@:~X3T[Q+^T1X1\)?(2W
MPS^)'AOPC\7I](TKX)?#M?B#X@^)EGX-^-"+H2Z6]W+;N^>
[VW"CJN*PV.C2C>I&3J8ER=YSYJ4XPDH^RC14/8N#4UB).I M4YJ"=,YXPS]0UK8;GMR\L?9V24+0:YH7]VI>I-/>-XQL,Y?
Q;_P6^~!/[X_M;^&/'I?"GXE7>NWVI_&RQ]?#G2Y=,O/%OPKM?@MK6E>&KG5?\$T:B.VN++Q_MEXB\4>#--
)M92\$:@GB2]B>6VT^],?UA^S#^W#>?M&W?[0'P[V_!]?QI^SE_M=_V?])%:(YXQ^&GC76?#OBUXO#OQ\.(ZCXI^'?
BK2[\$OA6630M4L]2M-.O(M]0L49+W1]1M)=/OXDEPU97BS_@EE^R!XU;?M4>/->'\+J_P"V%~/'?PK
M^*)E;>)]31=,\,^#+.RM](U#X?:=!]JG@[Q'/=:/H&K:IK-E]-J&LZ[H!]) M/&SVTGF^A_LO_L+>?'O\ 987XL:AX?
\9_&#XK>_C>#EM\2OBM\B/ MK^C@#/#\ A;P9X>.N0Z/HMK:.'X5T*YN++2+&UTR+8TTEQ)K4
M)4.649\$=.6_-63IU(M/EII.,E*Z9^%G@7_ (+ ?&3Q-^Q_ ^QE'+~7 M;7]H/X@?M:??#X;?%'XO:E\#;NR^#OB3P=?'7Q'X?

\%VFZ3XP#- M/@TS3[ZR]N+F^M9%@S,[@?97B3 @NK\ !_WA^XB>?V9/C-HOP<^(7 L1 M?V;OB;<:MX5ELOQC
KWP_P#%+P_?A3XF^*ESJ/PY_9^3XQ:W!XD\;ZM#- M\$31X+WPAKESK]O!JFFZCJ6IZ^=)G3%G\$L9,-
=GUKAJM+FQ&%Q%&/UBM4M0C4 M_ C'X&^/OA35/B+[,]#F^" _B#X'7 M^FVGC#1H]1O-4, Q*UG4+35K?
5O"MAX*T:YM]!O^"1' M[-7@[Q9IGQ"U/QO^T1\2/B)8? \$ X*?%N]!>?\$SXL2>)/\$GB*Q9^S]H^HZ!\- M!KT>@V%E<:-
I>CZK=6%U15M9VD5["L32.DIDD;@?BC _ \$-OV)OBSX\<> MO\$5Q:; /6OB?KOQ8U7XE0:+\1;:'3 _&ND?
&G4]'USQOX+U*4/#FHSZ?X4N- M7T'3+W3X?%?E UHNL64L17^V9;=WBHIUN%10PN'Q%+%RIX>G4=7\$4\5A4K5)S
MINUE5U7NU))RE)KVBBDHQ=R=//\$ZU2G5HQG5G!OI.I*4*<%347*[AK>=VXI) M:-MN2US/!_ P42A\0?L=?\n
!1'JJ X;:EXZ:Q? 2Z(=>)? .B % #1 #>D: M?I2P?!?PC\00" A_2K;PO;QZA/X/MY/\$=G>[.R4>
(8O#M[IGBB+7+34M'N+;4II[*ZAEDK[I_9W X) MY?LY LV?!;XL? #PI8>,&/PT^-T]Z_Q&TGXG^)W\776N66H>
=#^&EUI'VU M;+3I8-,E)\^'M/LO(0&59A=+.)B5^<;\ X(M LN:AX7U+P#\2OB3^U)\; M_AJOPTU3X3>!AK\7?
CCJ/B/P3\)?!VHSZ3<6\?PZT?3M'T7['JV@MH.C1^' M-7\17'B6[TJWTVT@A;;&S-A'%Y-
[;\$!*="5,33E'FP\$,17K8*.%A0>'ASRC M]6]*I%U76NVL\4YWYM)4,R=*BY.%3\$PP\83C'%3HTJ>)C4G/VTN2+=.:%2+C
M%TK)634 _=MXEX&_X+D:+\1;V?#3P9^R'8?\$OQY4>,\$?W@K2_A?H?BSP M==Z-
=7VB _"V/XN6&I6WQ.N\$L?"5YH= X;K:E;&1?#.N(=-U%)9"C-P>B? M\%S]2U;Q[J_C&7]F3Q#9?LF^%/V-=0 :?
>>.G\3:4?B9X(U/P)\0]7^?B; MP _>^\$][V^NV]AXHT;:PO9V^C?\3#4+NX77\$=-(B8#[X^"W _!+3]GWX*>./AI
M\3K'Q=\\>, _A_%\;ZWU^RTRK]H.BW M-CI_A"WM[/2+6PT_34MKN(C.A.UU<\$@DG_!"]C1/#/AOP@-/^\)YT/1OA5\7
M/@AXAMC\1+P-;3?A9\9%N] ^.]>' \$LQV,:>)M.\ ^,-7N? \$7@>01V%YX]DFXPM!P5HRG>*LG?*- M#/G&/BL.IJ;G-
1C2A&3Y)*.4HP?N\S3;E>32?.[V: ^9OAC _%VO! ?Q0)= ^ M!A#HGI^*OOAN/C'1O&VD>%/ #O@K1/\$7A77=*GTIQ\X-
OO'E^))?)& \;67AJ_M.WM-#TK57\5;.)C?>%KC3W@O1.TL_V:]JKOA^T#9?V^O@3^QI(OC\XO\ MV8M"L?V; '?[3'C _6?
#_0 "WB:Q+XCU>#QAI/@+P:X3NT\4V.HZ*?#>EW3 M:WJ6IVK6L@UB>2R1O)2WB>O1 @M_P2: 9P^"?CGX4?
\$W3_%_QW\>>/?@UXDN MO\$?@OO%1?B-9:S<*)O!%[V:30M3L=*-:%I=YH&C^&M0NHM.M([.WNO>R-
M>WE[=SJK'H?BO^S]\7+/_ @HW^S7^US\1 T/O9X%'P9^?(?[- P=[*U^/1- M?(\>]&]7UNW\>=! 'OAVTN8A: ^ (X+/Q-
:7FB^('=S'"]V>H6]WIT.[P2"].= M?) /KGM.MI3IOI9=CW2EC(K\$1]XV2I_5H.GC(5:<%[+VL%+ENYI/X9)&GL\T=
M"G'%RA5J3Q^#C4C0FH'K"%)F@LXYMF[U]6_P#@O?!\WP=X; ^ .TOCG M]GGXP>%?
B3\]\$#CBUWX3W6H^'KWQ#XA^)^EE\3=!\&/BCX6>\$=3M&?2M+/'NLW6M02C2[W2M;CFMN;>9]\V-3 _."8['^I? %?
V>K+4/BMX;T/3/C MQJ_2 @SX@>'/'LFG?%;X< &?5O%MYXQ/BWP-XO?2YTT]2RU2_O8;*SN=+O[M)--
NI;*XCG1MRV/I_!'?C]CJN @%]\^K6?Q0\8^*?V?BC\O/C+IWC/OAX]? M6/%'O2^?Q.O+^4O%NN?
&B^72K6'QXMWJ.D:+>VU@ [KIEE8SZ]I?V>![(I8] ^ MDL3PSB;6MBZ%=NIB*JI/#45AW"E#D=&.;=)TL-
&G.FJM%I4E5C.7\3E5C) M4<[I4J5/#5*-XX:FZD]J3GE*K.4E/X^:7NW4\6U)-1235W\]?\$? (+P?!#P ME?
VVC^"/A'XU^)&H>(M:T?P[X O(?\$N@>%?# 'C'68?A)H'QB^ (^GQ^)M:@DL M]N?AGX?
 \3:/I6I)=V\JZYXANAINE.61V7Z/ >8> X*A>\$ _V\ _6O^&?A5"\O
MBOH/A3PEX.\% ^*O%WQ%\;IIFBZ1H%UX\|+KNA>\$[C2;AHM;F\2R.MS;S64- MH8H[!.-7:?[+<1(>-
L _^")O['&A _!GX5?!GP?J/OK\%Q _!3XC_\$GXG_#GXE^ M' B'9O\%?1-<^+ :M:>.M+?Q1K?
AG6+* _P# #FJ;+IG\0Z9>Z'<3M#T^QMK M*XA FMUG;ZZ_9: 8C^"W'UY\1+WX/GQH)OBDOP^_X2D>.?
%, _B<_WPU\+ _M" (^I; W-K!)9S3:8&EU1 _E^V7SO<@0[A\$O+B:G#?U.M]3PF+^O)2A]*K*J MXQ2J04IM*:@Y^S;
<8N#L_*]Z_ YCB:+Q&(PIPKDO:N"@IWy)VC'W+ \LJG+S M.^UK639^7GQD_P""EGQ") \%*=,'Z5\0?
A]IW[&'PL^*/PW_8\^ .7AVYO] M"@>ZM]?VAO#G\L>\$O&NC&ZO(O\$5OH7PP\02^\$ _"?B#[182V3OXGO:P3NFG
MW#P_! _!OXL_%?Q)XD_9^>OO@R\1M9!+: U?P]:(\S0Y-22.*2_L]'SN)8TD=E&J'7_1O M_8*U;X7_!#^'_B#X02>+==?
^ (WB'QAXU?2?G7=3MK _JH'3QEXK\1W/BOQ\$F ME?%*6S@U/2]:T'4FL7PI/[7T\5 _""S^"IG\%?A1X^)5QIVF6N
MA>,\$?TT.AZ3X\1ZEEOCLM.U1Y+33!E0<<-CAI-0A5K82 ME&OB'F'J5.0JL.23J_! ?BKQ+ MI?L0>%OA-
*/!FJ7: ^'K1K[X' _&SXO^\$K_5/AE\0]7UF) MMYX+\4>)=.OO M"FM)>+IETG4+O1I,I#)O;G @A_P6<\5>"_V9_A9K_P
5O@Y\1_V@/%/P^_9\ M^'_OT _:-^+O@B7PGX8T:X1>\$OB?XX\2>'?!\^NKX7OIX:SOIJ\$VFZ'=ZOJVA^
M#A+=:5HVF2WTIE:38/U=^(G[_/!'Q7\1?M3^(_VC>(?\$3_+8OPN'?" /X MR:-: ^ _!A2^% _!6E7>E>[OPOIXM@?
#WB#3/M? _4&LPSW_6JVMG?PO++; M(I^3[G @B^'R\$ _A?X>^!\.5?M\$>' !?@_X3?#WX'^- _"V@_%UK'2/V@_AC\
M+/\$%QXG\#>&/C[' _.(I)+XY@T74[R]A%Q9S>[B[T]JN=+NWEM+F1%F&-X=
M]X6A1Q_#E"K2IX*%26'I5'3O\$L/1Y*DZCIU(58SG[2K%]\$E%SAAZDE:T-X; M-H5IU*).CR2G6?LZLX/E4]C:<>9-
:AM*W2.)5XI'PP^)G_4'\2_L]^+/@AXZ":[MYW[3G[.W@?1OBE\+OV/M_?Q\$?&/QSTR:P<67PIUG5?C:.61O!>I- :6F^"I
M'2H;?5M)FUBYCA7[KX?V&OA\$WP>^/GP)UOO#\7_%?P_%\5^)O%?B.S\1_\$ MW7KO5? Q\2VFEVT7ASX3:Y9_8-
3\!>\$ _"S:-8W/A#0.LN9H=\$N5F9))8YY(S M<<)/^"(7[+ _2O!7C+PM3/C#^UY1/\$/CO5A=XD^+7BSXZG4OBI>^&/
M@W'J2RRCB;J5*M"]FE7<(0)2C]J]OCCJ E^&O%IN/L(];EK&Z<.:2E9OBSHO\$O[=/I=A_P""O[.U MGX] _&^&.NC_!CXX?
&+]HZZ^%7Q6^%W\WAWQI^W\A5OV<_ WA2RU?X+! _O MQ@?I-H-SH^B\$/\$>I+]J6K^)FT32=O/]QI(O\T\Z@"/.??
B!_P5# _HNOA/M'\]6\2?M ^."?WB.Z_8@9?'F' AEI[G?1/C%XP\0_&/0OB;JOAKPBW[4OA: M:3-0@^#?
P_U3PW::9_PDNG:=IC6.LOKAFE672'@['W:E_P2<^&&[1^"-8N? MVG/VV3\5_AI<^)(? 'Q\3XZ6"?
&/PIX1\7:3::1XA^&VE:]_PA\B\V\0BL MK:[&A2^&I'M=1ACN[*]M3%"\$XV7_((F_LFZ3HFF:-\+ _&W\2OP.8_#35/A'
M\1=9^\$ /QDN/#.O\ OT\"ZUK6J>(M;TSXRZE?:#K; ^*KS6-7US6KF\UNRCT75
MMNJW_%U#'.%C]:EG'#L'1C4PM*5JE2524!_P!DSP!"OV= _\$WPY7X6_\$GQ5^T-\+2-,BTV]
(7SV5'6/Q3^Q%!\!_%/PN_9S^#2Z/K_AKX>?LJ^ _A=X
MV^#VB^%/\$\$ ^EG2=2^#UDUAX.L=5N98;R:5]'@MSMU"RG96OV DEG5L ^< _'O M _@FO^SO^T7XX^)WQ_:WQQ/T?
X@_\$0_@OIC>+!/7CJ3P_JOP^UCX ^)=\6 M?#>+QK\G&GW2>&?&.D:OXCU:[5JDD>I6^HV<_P!DN;
(1AB_FX7&9(H^SO6#G M)R>_A4J4X27)"MC*>(P_LXJ5^.:IOCSJ:E3C*I35Y237H5L-FE^>AB*<>7Z
MK*)334YTY+64VT[OE4E.3BH^]\4Y-VCROX_.%:/_GO2^)\2_!75_@C\1_M_AY8=_\ _M\$ZE5/VO:IH&H\A_#3O-
^SBVFSZX3N=9TEYM+(2?)7IFL: M?JGAO7\]EDTR2TN56X5959!>?P@_P""SGC0_&[IIX_ZU)_B]X_%PY_M8@ \
<):6>N>%([3]E_P_?%U/&'AG7M9U#3)G2 _\%N\>)/\$/_-I31?B\I.O?%K7?%WORT?XO_9?C_M\7Q\>=+2.Q^*>C?
%CQE)X?4K;PU^SW>ZC?_#V_M+P[J.NF,^EWGFZG=)KMXZ74FKO%!(L\$@>0Z4Z_#-.G54_-B*KK4Z%":E"LO9
M.\$FZ\6BG4IU35O8P^*.(DYOF=_8YY.5/FK45])U*EE.G:K>-J\$*EJ;:<-7_M5:M&*22M\ R?M/?\%F"/PP8?&?
X(>)OAA\6_A5:->'OC!]?PS^?A7Q#_M+?&B?7_\$/PS*'_Q1=ZOI/PZ%SKC^%M.U+2TN[GPM]7C[[-I].MGY%[I%I+
M.@7Y]^! _!5WXE?#:#JJC7/CMX4^<-GC?X%V_4VN_"SPW^TC!>>#9+?X'/Q5_M\+&\0?#CPM#X%8B_P\9#;I*^>HZQI-
JWAG1?\$6IVUM>T'8.JGZV\5_ \$\"_V M%?&.N^)]U'4/CW9)X@&6?\$7QEI^D:\4:73=.\'Z\6])U31?B3#X6>+PN=
M7^P^.;35:F34[?Q%JWB\K>=;=1.FLUC:)O09?^" P"R)\OVA+KP_M:XG\?2?%/QE\ [CXL32?"7OE\1HO"]^#M!\8>
("PT%:B?5/">D))X=6SU6_MQLX-0@M[^_M-0N8D9>B.)X4IX98>%%%-U%16)E4PM24E*G/GE5P\U5Y]=63C
M%\13DZ+CSJK"?_K9>QS^593G/#*_%0C'I%)N4913FG#7E;_Q)?#J?./PR_X+ M;.:!H_P_+;+5IOX'?[XL>"_A'X: ^_%W\?
CWKU\.\#N#&G_ 'BXNM-*>)-_M6\Z/[FBUI6VO8HY=9T#PA9OI9V%Q\OC80IY;^H_\%8_VHO%WP)^_G\G@8?
MM=WW[&'P@+&+5S\$='USPIIL=KK>A^<((-@O; ^>X_MCNKTZ=(D.3GSWCA\D3W+P]_P1Y_9#\?!\GXR?
G39/BZW@7XZ:\\$-\$)=&\^ M(L)OK8L_@!_T_@'^O=4.DH=,E+G&O2+!=84*C+_ .1B_ \$[JEWX5_%WXP?/ MXV>-
[+5M1\7?_2U^ (=EX(L\$U*'_A%KJU^)V@VWASQ/!XHT"XM)X-?273;94L

M8Y9(4M7,LN'9)M<3QF2T\RIXK#X:M[&+O* A3\0 VVO\$WAVR^//OLT:XS?#S0 " P;M?B
M!^PS\ 'FI^%?!G[2UQX8\026=A+/\^"WWP0\%?%+X;Z#XC^%7CC3?@A\4V\VWA#X\MXD\ (7*ZE=^-?-U\0 M-
+O%^%&F7VH \$&S\ -0Z?9SZ5J]&OZS::2;:6\$%LVFF)XYG\OQ# P16 97U31M M/T/P\0/VG>AGI>GZ\ \$SP*EK\OC1/H1?
X) %CO+-XK4?L\F2?0=19?@G M;ZU>:A-X=)\1-%<^'K?4+NTT[5(XI(E@YS6O^"#W!\&L>.-0\91:7\5) T^\
M\^'O'MOI_@/0?'6B>&X\!O D.C6+Z\!:=;1%+JOA2\!="U6PO/\$= M\I,ME)<:-V-
I=S&XKJG7X2KU95IX;%THU(U/W5%;W934J<(W7LY.%*F
M\;E[7EM&5.\$HTL IQ4[5]N3W5*I'G)..ZVJ3MLW)MOH\ 'GW\['>OOM : M? X*# LU:7-\?BA\
_@)\3OV*OB P#&KPSX\ :ZOX:U:Q^*M@ COP!: #SX MDF/P)<2;)JEOX>U2:2.PWJS6^I:3!KUD+CS'E:'7 \
!5W\J7[K+I\F[XJ L M/VW\+?V3O OB7Q\60%7Q?\ A1-HEEJ5 P##KX7 L\%Z?XL\6^&-!O\AUN M=)\16GAE-
>UC0I+/\Y>ZG9V\D2[2I&U/O?\ \3\AA8>!\BT^#^'Q\ :=- \$ MW0 AW: !GX2>/?%GOPUC4&^" P)7^(?
AGQQ<>#/\!\$>DZ!\7*:%I\(\C3-(T MB\FD:\TF8Z+JVJS6;>:OZ8^/?V9?AW\2 BM^SS\:%T_B6?QY^S+=^,+_P"
M=QIVM'3\ (NKSQUX33P=XAF\2Z6EO,NL1S:2&DM8&GMO:WLH:50H//5Q>2T\
M5A.3AJ*GAJ.\$QV&EA)X:K&4ZJCC7A*U55*LYR52>*HOYG*)\4%.2E&R6E/#Y
MC4P^(HUZDJ56=:AB(UHUZ:46ZE&I.C3C"\$&-V#4KNTU4M9.] QX^'7 !6? MQ5:P?MA?%[1]#G :<^\$5G^T\.\? ?
[/=EX>\1^ ?A9IOA;X;>*OV?M!\^(VH: MAXE\7>-+ZPAF2#7/[3LI+**SU:Q VJS+:?8HX\$>6/J# _%W ASKGA"?X@?#
M7JF#XS #P1X5^ OPO\VD BOXC@UCPCX?MOAG\+OB)XD\1>\$M0NIR+6+A)
M\$&N>\$\;-\7EUH6B)+=:MHP&LV++:(ZKZEV+WEU/I6LV.KJ8^T^'\A P1E 8X^%OPT^-GPC\+R_&\X0?X\?!CPY\
M\%6FZI\2I1ET+X9>\$]8U\7="T:P:H^(I58W<@U"22&X\$3AD3G M>O7X1GSU(8?&\ MJ4*
<.2I%+#16'IWG:I9UO9QK264FU!*VB\CO\IW @L/J C'X: MK^ / M@A "3XK>=7^%GP?
^4WA/IH"]UKPIHFJ>& \$O@KP+)-H CB:X5>(9=* M?V @C61\$O&NE:?X@TS5=1VV\D-M\$9+B+UKP+ P5R\0Z+)-
=9T+Q P#L MI %JW^ GP\^&G\ C.'PAX@^('PRT9 B3X'^.5A=:I?Q7O/&JZO9^" 5C M:ZUH6I_)7H6H27_(FTJ6:!
(=+O#*P3T?QU P \$1 V1/B9XKU+Q/X\8 M% M^*;6;PWXX\.>?">L?%>"YV> D^(O@P^ ?
%>I># +MO"S>*M\NKOPV7M\OO M \$>I^'I-N99KJRT6"23Y.Y^// !/(I#IH:Q5HOCOQ=J'QAT/OOX7\(!?CP:
MX2\4>\$ 'UI8WWA>S^!\\$NO2>!\6TJRU?P KNB2:!\XAU)-:OM3TO4H\262WQ: M6DL\FJO:**
'#K#XKV*J<I2JZ555O LE?L+ !9 9\B?KGP=M?VS V MEOV6O <'CM?"FB: X\ .#GXYR7CZL+30?
\$T.VCIK\C%Y.:M>P2V\=O;.=LD M)*R>N W @D9^R?^SU?B P#AW-\6TCA\ &[X:V6EZY\1IM6TC3?#W\0FM)X
MB^)\TFG6C:3\IGU'4M;#ZCI\SYACTJ>66.UMEMO'%W\CI @FM\!/'O'*WP%_ M9%/B\XR>\$\A^'S1K?
PR2?I_ O=X%(2Z%5/#GB#X0QS)X(UK_A+WT:IBN\Z
MQ>8RSRS:8JW.RQR2(A7IY95\@I8W#5.+1Q'L(56ZTIZM*I5E*\$J&*C=TI3Y9* M%65"25 >49) 9OO&EFTL-
7CB*U)UJE/EIOI3IT[3]K0E>-3DO'FIOJONUHV K.M:WY<>?V^/CY^QE^T/XU 9B :8^_WC_ /UC\+ _IE\#?
B'X#^(WPC^%7@3 M2/B7\2?!'Q&_ &77=9^#/Q7\&:=:SZ--<07OPODGT/5 %AIOB?Q#|KL8D@
MB/FOUUBW# @MI\9O%?P\^#GC?X&?L-Z K4OQ. :7^# P66W4?%SP"II>:-\ M5;+4KNPTZRFTB^35O"7Q7-
Q8C2[I\PKXIT#3+/PK*41/M)\ @C ^ MR?-I\$D>MZG\UTFVTR G2 MBMPA9^>)_ \!%ID PWI/Q\$BU/Q M\?/!\C+XB>
(_A'XIF^+'BWXE67_ M+PGK7P(U.?5OA5J\@I\Q+X\.\^';>Q MU+PSW.>L.A>I)A.OXSAB:HRK8:K4O%*\$85?)5JM&C6D
MHRA.M&C2KQY5.34I1D\^ZTK*21S/#9XO:1IU*4*4Y-PC\;ZE.'-%Q@ZD\J:N MTD\XR2O>I\O:!\^3? \$? !;3P='=?#?XO\
C#X7 M\$!KX7Z%\W\3 AK4\|\$CX= MZ HOQ=\< ?PI\XN\R#9-XE6/PSXIMX=.\.>(O#UAI^K:S=XNVDTV-P/4 M?
B! P5' &N #7Q@ 8^&^\$7 3A^('A2\ :(^*?BWP9K=CXY^*7P =K P. MZ3)\M5^(^DZG\ -
_%&@:E=Z%?:G;6\JC<:CXLLM>M;^'Q[31:W2HC/?WEK,OT% MJG !?' 8\0 #/P1\)\O%-M\4 %?A'P%? M#ZKIJZ\N\0F?
4I3U?I\VOELOB MJ^H\MAZ;A';O?:A')^VJ>%IX4M#H.J\740G U=-:I P \$J\@H/#WANT\2?%_ I MJ?XB?\$#P-2-#^*?P_\
C3X\I-UJJ7Q9":IX>+W?@O31%*>(\#0K#2\$] M+7/A/4+ _/ZOI-MX?D:5*FDO\NXO!%<1Y?
6>&URVPLDE[2'+5^N3@U.+C M1J1K1473*%6F^&[MCQ\IT?
CS5\!A:7+VPT3Q9XXT3PD=6OO#&@ZA>):.KJT\$<69&V(WX+^-/VZ? MCOX'^\$'Q N/A P#MA?
&OXW>*"/W\1O\#FE \5^+/\: 'J\KOP)I7Q+^*% % P //B:+'I^@ZCI^ENWA: "[L\W4I8C"UU^VO@C\@.P
MO V(O#O\O'OOZ^*WO4^(5W\UU-K5Q\6M^&(^ B32?BCI'B.OA?>+O#FL>'B" M4M\|<:4"/\K9Z5?ZG9ROW%O:
(E\IDD'I@)\8?) !KIG>XO=?\ \$GQ^^(_J M2'OO^^(B7Q=\#O%6I_%CXN?%>#Q#\04M?
V>/%IQXZ^&O@NOU+3/'^AZ98>"+ M3Q-7OGMO.Y=CLGP5"=#&0CB(T\9.K#DPBOB*6GLZ=6 MI4IU9*BES>S=.
<*U\!S5\JH_9K&8;..0U.A>BZN&C3G&6(Y53FVVY14\$DII MVI6:G= _+^'Q! P""WPY^&XN_
_B+I\XBV'I'2'AWQU\6O"/CKX! MWWC?P=:7'A33 @\HFA: XB1\I\0XX\OPCXA@U>P\2Z.GA72M(>6 UO4+F6RB
M.;O*TG8W\1:OX?S7NNZUX4 9E^'-OB:X0>!\6 9GLOBG\6II # ANR^'JA^U M5HG@ 4?AS>W/A'6I(?
\$&KW\IEJ7C&ST?Q1H=C:K>Z*UM)?SG\I-\$E>P @C M9^R\6?B1XS^_5SK?QN\%_QY1?
&7Q&UOQ[X#^(5GI>OP\0?"NA>#_&G@ MO2?I7\;IIMAX&0:3X:TJ2YTE;I\ZWU+V%_8:1:3E2GH^J _N?V7\6\?' M/P+
(/B:Z%^T'J7\N\J^_TL 'UP+ZVO/V9+^PA8 #- #M\=6-Q-I0\OP/H3^ M(V=[Q];GCN99'M_M#!*=?
A:V-.4<)BY5G&\$<4I5<8X4J\KG34W2Y9J4H0@ZDH
M\':.UNCDS[GJIU\Z<:CIBDJ?)*DHS:53W&N9VBW)62U5C\K VZ P#@K?\ M'J/P7^T;\
(OAO^SQ\7/@A\5/V= \$ P"SSJGCOXG^&O'G@3QWX?T.V\> &KP?
MINB "\VU+0#Y%GX^+^/A&2\MK3POYTM\HMEK=O+KC63\$1GZB^(' 6Z\#?#
M"RU PGXU_9Q^(OAS)HS1\CYX3X>S %*Q\9S !.MC>^" M\7P\J'@VVEGBC\$MO=+JZ?V.HDN#&I\UX/ X(D?LS^\$!/?
C'X9Q?&G\K_0 M#^'Q\1\I7XO>*?A\XI^'-MCJ A 5OB79>!/=%^(UOXTNYSX*@U^IUM?\$7A\3%-Q MJ&LWF 3+=-.8+ "
R^I &K @DK^R\;O&?CKXFZSJGO?(?%#QQ\7O# OL X6 M)X&\=VFF>)"?C+P P##V\^& M_!K:KH.M:5I?
AW6O"% :.J.=W6&IRG)5*,<13J2FY0YG4E4J3J2A.4>9ISE*DJ
M=%%VE6=2%2SU1J5(UZ2J3Y(\^SG*E*FH)R:E#EA\FEDXIW5I2O)\11\FZ; P M7E^&_B7POXD^('@S\IEOXZ>(OAO\
#PS)\&GOS8W%SX=.\CX3^&/BMXDU7 MP?!>76AZT\MK:B;IT:Q\HFI1G3-%MC<:QI."ZW8E.;6/2?%)OC3^UWH?[1
M7I-G@3\GJ \ VH=&^#GB?X/?%;X@?\$:6OV5?@M\;BWX^N\ \$NDW&@IX\$TV^A M^)\[8>']\$T:2SN-
6N;EP\UW=7OV*PM89IKEO/I'Q P""27*G?#SX ?#.!O MBRWAW\I3P\(^AW3II_B+
<3ZO/HOP4O=5U'PI>Z)J4FG&32\9U""^UG4+SQ' M?"8:M)+^'MO90IY8\ID :A V'/?
[1M_P##CO\!)5OVAO@AXV^&&B:MX6\ M^_ V> BO> #KO+=^%-SU3PWXB\$FFZYH.MV%REM'+'+=Z')?Z?
=E\G3KR MWD8%>:&.R.CC:-;#8:4*4(XNG-XFG5Q:4:M"G"G-4ZL)I3515+.*?N5N^MM M98?*N\$J4\17A\63I.FZ-2--
IQDW-MZ M;#9WWA[4H]?N)M+^0>%=TVPTW3)=.N%BBGC2.= S#^&O !6\!LW0O%W "R- M5^_BGXF3'PI^V\XC^*?
P\;? W2/ ?I'D=K\#-.V7R?":#IE:XU6VG6>J \$ MO5);S3=# M:R-YJ5YXAM8\NKA+.*S:9OW2L?^"/7\^@^-
V&)=7UKXY \$KX8?#S A8 "IOV=OB M;V\)/%P^&\$8^*UCK>E^_#X\!%MHUE?66 3/\$.K:PHXU:7\7 L.VO9SIYCD<
MD=M/ ^'J?M%5PSKN6'5-J>!\IS?/I8QM1U'4O9SJUNL2\.\<)4&M7R OV: [+P\^TGXL :A "['=P "]"&\\$#@7X"E\
(O&5\0\#FE"VM/%?AB3X^_.!)?#C' M0\+Q5XG^-+VOA'1/ GBKP/H_PZEN/\$=G\XAN+J:Q)W3X_P#!-#JF'X67
M'CO7O&FB:O\ M2 %X\FZMH>J>?BM^UJ_AKXX?\$51X9T:WV>&!\I.@U+7/#% MKIFC:1HFCVEM:6MCHVD6
F\$2RWLEQ<+*CK9QD4Z'I\#2JNG5J59U*. P^%J MXB4\55J8;GA*C4HRAA_-EA:B\K2\HZ3M\PESCA)=9^&&I \(\J'C
KHLTUI:67C%HE\0:9 &P;.^CE MA:2%XY&_GN :M_X* M%> OVC _\@HAH?@K\N+6O!OO8_9X^_GPZ\(?LJ?L6

MZ5^SUIOQ.TCXW6NN " X>>)?^\$6UK6I'PSJ.N6LOB Q'X@UK3I*K^(-/AF) M1J-SM@@\$A 9GX! \ \$S/ /I+7QI\ >. V??
% 'B3P! \?#&E?'?4O% 'PBM] >D. M@^- ' QN\2VVNR:IJWA^QTC3I\$.G^"DBGM?!MR97OI%L)8I\$MXSIZ"2OK3X2 M LP?"
[X* \$]H3XN>#+76Y/&7I3'Q T7XE? \$BXUS5(I4M(O\$6@>#-# \ V.?A M>!K2&30M+;0?
#I@9I%)KCSKPSW+2(9C"OT<=E6 OF-K4:\7A10I3PN'J4 M:.52G+ %1J5\7I)O0Q=+V7?LE.\$G1IPJ..Z:P16CRG*I"C5HUJ
MD:U13FH3C'#2I4:T53G'3YG-C&4I+FB^?F39^4? I4;|K+X@ !#XJ \ \$ZO! MVN M7WWI' PX^ .F@ _M(:O)
< B%I7F/0 B#?V.N #KX< -'Q%QX7I.16^M:)XC MM=&UMM=U 6I>\U%=.G@ \$+.,JU-
" &KGZR P""3 Q ^+ [3'I) P#PL[XN>*8 MB6B %SXJ>% A+;8I!?:#N'X^ WPUKRV'PS^-.?@Z)(H=\$'CC2O/NO*AMK:
M& M)>'?#GA:X@^\$=. \ZGIDEM: ^L)*\.:>OA'PK&ZVWA M^6:\DBFG\ID6?X(\ \$^OA'^SWXF^&FM?
#7X@?'NPL. ")OBU%X#^\$^H2%?4- M0^ \$VCZ1\7I3.JZGX?:P8UA%I>.:X.N&EC'^.GW%XX\&VLC6UA+/#L5<.1B\K
MJ9I# 4XSA7I+VBK+"OY+U*N.JU:2.Y.4Y26)HT'4J8F=+V5&+IT:.EB)RC*E*]*\$/:WE"G&EAX\N71<7*G4G%1IOJ?
O)*Z!XS\777PZT+O|KGB M?XP7'B:)=A\ ^" 'VE^"9-.\ ^! |W@ M#4YIGQ\X6FOM\$U)=)U*? [5IFC7.IVMKJ]--^ .WA.X\$?
%R:X>^#|C=:>%;/ ^R|)/Q"TA-\$U.YG MO1HK/H-YJGA 4M!U6ZT8O:M?"1O.\$?UFE)2KSJU+M)JSC)NHVURK&>%S%S
M52G449PEBO?EB>:G6C6E)T8^RY:0=#4>9MWY:12=I'P?+ \ /@MAHFD?"S1 M|^X^! [0'OBV* "WP%^SEXK
&@/CYK|S\.'?#T A7PK^T')9V7AIOAK7A 0E MMK3O|KNFZG?1P>(?#7@VO62&QB&JVP:W<+7UQ\(?
^"JW@|XE MF:/^Q|K/P6 M9 #I5 '7 "TF^%7C34 % @?Q-XPM A|I|OJWB&|U|PMX1U'5|1^'UEJFE7 M O\ PN?
\$E|MY|2E'L|.:=&NUX8 X)\$?LE>\$?A-6O@OI+ %A?!GOI%?!/P M#XS^U \$.:XU?^PO@# /87/@)|'U(Z4CZ=J+2:?
FO7PAFDU6,R#R0:QMYCX#? M\$8?V0OV\$HOBI<#XB M>+73I;PU97NI^?%ES27G M> D>TW:W?
5I=VDTM>CN|^40XK \%"?VNMM) :X)?^I?#?QX\4K9^\$OVY?AO\ M!|WPZT+X(:|O|' =QI%?*\$Z* BVP^+
.T7=V27 AGX|6%E=ZS')I2.K:OZ M:XMAT30((+U=5<6>K^RK P %/VBOC)^TYX"|=>/?V@OB9\+OAC\4VR/BW^
MSOH?PR9 LL6-S^RKXBT#P?XC\1>&?"GPD\'??1-1B\Z7^T!>'0%UOQ%?B M6TD\&E-+=>'19I9MOZN>* ^"2/I-
/C#XH>*/NI>+ (^VW@?OY|:- :+ M)??LX:5I5);'IG/OO\;|+U33M>M 'WB'P&-&?4I=1G\0Z1I7B" LK'Q)9:3? M:UIEE?
7.GR/"0^EH/ !*+|F;0CKI7OK@UKXSWVD^&OC)KO|0 @ X:E\2|B MZ 9S| % '7Q\$|S|/Q3\?
#1=.B.G^|I+V U'4K97UJ72K+4=0OKJUTV-|@U| MC+-.@^JSIK'R5:Z@J2J1PM)OG5&GI%N@U[2=:#% !|CK C?Q=?
KJT<&FPVR64(^T7D(K\OM2 :8 :Y^&/A3XC>- C9\ M9 VRO!WQ(G^*O|0?PJ^ >A2 LO?"4?LJ?%+O|X93O7I?
P8\ \$V7CN%M0^(@F\ M:1:2WB#3M3OK33-.U#4:)|AOVCB:% Z=?\$7|'PS\5 M.?#|I|OQ&?\$NL \$ MOX4 #WQ= \- ASI|
[KA?P-X0LO'E|IUUXO\2Z3X8^S"*OIKEKI5GHEWXB:Z: M<:%\$^G00(LA?XU1?)
!'K|ESQGXSU+7O'7C#|HWQWV+KQWXS^FC _// MB?
XW^(-1^I7@SXE^..K75K:5OU^W@|PRMO;Z HNL:|HRJRG*HY^PC)8=-OA"-
&*G.33W|/%+7&X#%6UJM6MAJ|K@Y/V=&\$<3.-044G5J0IK%:W1-?UB/4I&";&^ETL:VN% ^#8/^B/I
M7MQ^W@?"\$ /OU\2ZC9VW|?% ^S \.-^"NBC|B|:IGC2M..HZE"O|2US8IJ* M?M!0V\>.OVC?BC+\3M?)
OPIL=6@UV/P|X-G?2-'33-%N-6M;6 O MYKF* P!6U&ZM8Y+W5)L%'P3 @D9^S,/B:OC<^* CT P^C^.; M+Q LQO\4Y
MF 9I'OS?5T\1GX@OV\3HS7U^? \$ZGQ.NGS>(YM&&NO)?C3MSF*KIYEDOUW'8 MBKAE*CB*&'Y(OPE.-%5*[Q\$-5-4*?
L7*\$Z,8MTX.\& :05G.:N\$S2>&PU.% M9I\4L1B&VZ|R8WWQ#\|IH5OXA\67/CL6^B^/;72O\$FDZ7-#<0I-
7NGP.U|M/XF \$ M+|H|P=' .%+ 'GB'|FW|GKX>:9JGO= :#TWX% "+2-'L VD?"UW>:\I5 AK
M|&Y+S2M0TGO#|+?"G@V*>X\874EMKLGA?7I>#0K76I|0\$B <.G 1H 98; MQ-?ZPOC7I|'PO:ZG\3 !'\-?A5: &?4+?
X7 ?QI\7K'6M.\>.:O@GX:CT ME9?!GBB6S\0ZU#HU|J.IVN@-J=U|I=C|)*6%3P! P \$:O@-V|/@X@ 9BL?
MC|^V3K |WB/P?:^ KGX3>) CA87OA2Q*1Z\GB'5M)TV#3 3I=[.CQ9= M:+3Q==O=W-|KNF7^HV=W&O&26T?
B:OQK\$6GP MSZ1L.L:38%HI>W%U.;D X*8?MN \$?P|^RW\^3^+7O:\^>+K|A OE^U9\3 M!
|^RG^S3X5^~7C'7=8L B XA|!>#|1^~|@G7;ZVTSP'X.\&^%|"AUCXO>\$- M'F3Q;=^*KR?0=-\$-X?AWXR\ ^ M?
TS3I'U?P)'=7FD>(M,NO#%Y8:3ILOL;G2GEMG MM(|+BSNK>9 I>!:G
_.\$6:/Y0UI9WD52,95L&^%1U<2U".#IRI@I5*RI2DU1IOJ1|C*G3?N3;E%M0I MZ3<2RW-
(.7L<5*5.-A|SQ\$DZK4*2GR|56KR-3C)^|9-2TDWS(' P " M\ MM7>)O\$?B3XX_#|I;I|_3OV9I(\9_L :3X!^~?I/?
[* /P C _&2?B|HWBKPM MX2M;KO|XOUKX@2WWQ3\&:1X _^*&H2>%=^ M,/
= 8ZA=74J7NDV.IZW;Z7KFDV.OZI;PZAJ=K/<(KCU#X2?\ \$P/@%)(?C-X
M3^,MCXU^/ CQ AAJ/CS6/@A|+ BI\7M6|>?"3X\$:I\2/M">*[SX5>%M6LC>Z M-
/STU|UJS7Z,1JIP<8.7&#UP#@=SU7##)R,X|)Z9&NU<\$E/KXV*:W=W;5|W=Z 2 MGMOEN^ /P|XZ<|?
<5 '= P %/C:OA'|KS @HNWBGQS ,%"=-13^ ?A|^SG MH |+VM LR?\$SQGX4^"OPG^*WQ%|
(WFE>&:GXGKI6OZ=X3T"P\0 \$6 \ #:M MJ'BG3; 1YM%.H17DD4D\63S7\$5,-3J.G*--24HTG-WG5A!))5J4GRS
MK*;<9)I1DTI).O8|&PP-.G.<5*-6JJ:UY%S.,I:S4)VTC9-JS;2NKG|AQ9N
M,XPOQG@8|N3R3|1V/3JW@YYZ=>>^ OJ.V..>>E?S@>*/^"MO|4?|/F@>-_%?
MQ8^\$GPF\4 _"?|DIx@ _"7|F?|I;4+/QEJL/QM\7?&/7?A39^+O%WC7X>Z;"Q\ M(+X:M|:DAM|/1|1C?
5M;AO)|0TZ46UM)Y7.>(\ @MC^T|I-OAYX?;| ' " M9Z^" &IW?QZ_9^& _M* LS:-X%\?>
(;AH/!WBGXL>%/A _X1^,UQ?R.MEXDM= M(9:5KD&O>'!#H5SJ-KJ>BBW-U:2K'UKAC-
ZGO4Z5"LIIV5*4<70@JCG3A5|F MHSAS1<<+ .EBFIR3Y*\4IRFW27A
VW@\$FY3JPLHRN<^OKV(I.G(6<G2OY_O"O\ P5' M &N|(^,|GX!^, /P%^!5GX,) MS^#OV\$/BKK @#OGXLO-
:2?LD\$;*)?^"M'P)T?QK\1 @| MX\$^SWO9 :A'?M= MG \$ \$PW|- / "MOVD?BKX)\ ?#/X1W%O.DNF*-<|3>(=-
 \Z6:<&- \EDE>&)H8?%58T%B*-.I2K M4N;&4^7#*%6K4FZWN.ASU M(^G7MSUK^0SXC^+?
BGHWP3 :V :IA :B : "M/VCOV9O^"B|?|+GPN^'R &3Q M!9?#0?#/P%\00AW\=&^%WB;X.QWB>'>U#XE>%-
;UGOMXAU#4;&?6|2UK5(M=-LYXXM/6.3|8* 7P^O !5S3 " P #OCM^T 8 #'|D3PEJWQL ; U+QU^T
M|2_& PTUKQ|4H9IOA)"I?"WC+7-1\.;:8:9H?|L \$KQ R""+2M%M-!TK% MN+A7/55R*-#VCEC^=4J.+FG'
XIPE4PWU96;|O+FI5WB\|A**FYU*CC&,I MI84\TE44+87EYXX>#B\32E/V>(I|HRBZ<(QYZ?
L*K|J1T:2O=MH_HN|T M SQG^ \ +/7ZTA8@^/4XK|Z_P#@HYIGP!E_9A\3?'GX MX^//C)X<^'7P0T#4?B#97/P% ^-
?CGX3:GXTOM5AT 3?#GAE-6^NL6,OB9 % M^M3:+H'ARRNS>63ZIK\$ \$L4;><91^#GA7Q5_P45_9F\>?'
V2I%OQ8TK6 #GQ M' X)D_M6 M= %K3OC#XJ\7^/C9X&U|6;C5ROA7P7\2+G59-
'K>56TZ5H=8U;48H(V)5Y\#DLLOH<1/%4ZCZ-6=47AZZE1@W%P=:+=>|*
MJPISY)2I\W3%9C#!U6IT9S@Z*J<|*2|N|E-T5*-XI*<:=24)* M3;Y&FDFN;^O=26 PVI&:1QD@98!3DD \$'!#=>^
M!CZ?AK_P2N :U :%UR|(^ 'I*|0 @/P'I|:|^P|' VEOA3XY|>+=\3: J M?A2*;P_X'U;2?BDVLRQS^,KV^OI/Q
NJ.;8I.DAN;F&99+D*|?G'HGASXO? M&/XN?%) /'B#PS^V9XIT+X4_M5?M(^/' Q>\&_MJ^)_AU|
(OAGH'@+P%H MB+0/!GP*L:LTU_2 #VHW(Q5&IB84HX
M=8>K"K&.*T<13Q6*>#ISBIU;*'O:|=+.G.G)2CRSY>9S/\XF&J4J.ZD|J|
ME*4)R="5&+=#QQ\$HR:A532:E9NDXU\$DTE"7O3/H,#DYY! \$'KBO! @UXG|:?\$GX2:) PM:/P=X7^*VO>%
(K|QSX3 M^'GB&75X|/!#^++*2ZT:SCO;J0:D+VVTBZLR=0FA@BN|Z&:YL\$^R^0! _+X(X MX*H_M|
L,MW\\$_AAXO\;7_B?X?L&^*_B|V\O @HUK7C33+;Q5XQ\8Z!XG M^)7Q(\ \$ _LRZ|_P)SJD|:GHNI2Z=H.@:U+

<*S3:ZUXR740MMJ5SX#)<7F-20 M3PW(ZI"=.\$J/I>!SWP>1Z\$/BQ=?!SX) #GIL MJJ_7/CA\1/\$B_\$*^TO\ :V^)\NIZMX? \ AO\ !>.:IS8:>GP \&WEM'9/XF-QI M\$TEO:Z%IL,-S-#)QGBS_@J%!\?B7XP_8Y_ ;6\>?#W2_A\|\$_ /C+|O.\(\(? M#_P=XYU67Q# \6--^#OP6UTPR>-K.X?\ L6S2XNA8R:1826IW/8WD-YJ0*I): MP#JAPOCW.RG0E25X4JOUA7JU'2G.C"S|YRK\|W2;7*XTVY2CRM'-/\(H)_O ME-QC/E=%7|FJG+.HFI- MU/9L- @'&0#P G; /2OY|?V* C5^TC\8? \ @IW9ZO\ M#VGP^ \+W7C# M_@FKX%^*GAKP9\ (/&WB/7O!5IH'C|XG6VI:7<:QH^N74TEKXTL;23^R|W78D MALM6MX\$?2E-LI>OAO7O^"AW[6'D)WQ(1? LU:+XU#Q+I?|'O|8_QB^ (G|5_MB'XC:>GC3Q+??L(>+ _&?@#40A1;66LZQ.;|3Y|73? BO=V|GJFEAG@TSPEAL|BJJE)PAR8BI5HO4)/E;<<13A134;2J58I>| M)3*EG&'C3C5E3JOHNMB:-- V2FY8>A|8;DKMKVE-SE%-Z1A9M.R?|=I8XZ\@C MD@#J"?4|OIOQ3?./O# 'KP!CGG/;H>>V#Z5_)7X2_X*M? M%_!+P+X.UKP-X.F M^..OO\$_)3|K;|O'2K3XFZAXTU?2"?|.W@CXG2>"OAE)_ 6FZ|&+G6O M#VGZ? J&GZEJ3KX4/Q:FEWK\$+M<3/%TOQ|_X+8_\$CQ-9:GX"C%?"?3_(9_M';PEX|^VCCR> O&GC/50C#|+_B-)^SI- |1M4>B?Q_ \0>Q|4T*'8DDCL>1D\$SD=B- _AYJ?PF^"7|'?_ 3#|5>"4T36=?TCXR_V|2|5|>#> M=>MXTBU.:75#XOO+2|LO%^IZR+F*W2+-.R)EN;DO_11^RA?/BQ^TCX@_ ;#_ M &1OVF?"7A;P'1_@1%|+|#NM>)/@/XQ|6VFCZ|X*^_.PO'C3PY?;|K|<1> M*/#WBWP_8O/INIWUK>*AU&- =0TDI;D\$<6:8;-:.)JNA&C5A.5/W?;) _@_H?B72=2|7_";Q/XKU'P/XG^,'BK MX+ZK\7_V=|AHUKK,TFLZ5/XY'A_6O# 'B&/5G-TFH/ID^GRVT5T(FUJ<_XRI M4:P+AC(\M-;YL)4E.IA|B>6EAZDYNI&G3Q5-U*LJE-J3?+&23:A9OAZ<(R MQ4989\XQY)/\$Q2C4|4KU&H1Y7*5*3BU&5HV::V/Z22,CLO/3QU|>G)ZC<_M|>U(>N|..HP>>0 #S@YQR/IQ7\ONI?|?%|?C%) \.M(UK1?V<4;.%6O6H4H4:"G.IS5H^TC|2C)I+FE)\TH*/+S|JVV|)*ROJUI%OH? OB!CCIN)!!ZXP.#GKP3^G ML* -OL2""2>.#TSTR .IS|^_XD?%|H;_./&L>!OV+O"/L7QD\1_"#XF?\$C M|L#P%I/A/Q7X5|02Z9I6NW\7A;Q+X@T/0/%+VEQ'!K?@?Q'?6-M8:OIDTK6E M|;W2.22B-7P%*? ^"J/QD\1_M\$ _M!;| \.=+77?BE\7?&O| #W|)GAGX(?%OO5 MK=A*/V?/VEK_3/C+I_QVMO\$%G|BZC;Z;INM^|!7M8CX?DAU#Q;+X#X?F@N) MK:>%BL- D.*QF\$IXFE4H> _&K.=%RY*E-T<4L/&4YS7NIQ52IS6TC2G%QYG&B MOFN'PV(="K&JN64*? M81340;4)8B|2=F _M=:^G.FGK<_JTW\$=R>1C R2.AX| MXR/7GUZT%G'&>3D# R >P./PS@|_PK^>|X_? \%OC/XH_P""4|I=|Q3TRUT# MX5?M8?L|^ (OBM" \$-G|+?%":G:P^ (/ 7Q\$T/X?>(?B+|))1I U:0JFF2Z;KI MNM%U?4X9I|>#>N ?V@TLE@PE^_ _A|^V'JG !/_ P" &O| #G&!@ _@<'@ \. _P!_@I"3N(&X@'G|_ \ 7V_ ^M^ ^7_!%|/I|ZT\6> M?CM^ROXH :0O_P|J#Q9^R;XJT6YL/CYXCG\0/K7Q.^%OO%\6?BBR3;G=>+ M=/TO6;J70?&R^|/5S^ (/ _P &_%|+7Q+|57'A'X8_&/7!/OA;QQ=/_^T)^SUX3T'QI_PD7@34 M4N95|- '7|0F_MY_LU|;2ZAH-S*UM>W48SI9%B:F9U.MC*|2*=2%54Y^R|TY MT85:#3:7*JL9J4=5*- FI15FC:69488*GC%&9S4)4Y3C"4'S2BWKORN*NMI< MRLS^E8DC^ (YSCKOQGW//3CM2\$G|R3T|: F0G_P"" |GQ%T#QY\1M#E^'7P)^ (M7@^+X) _M*?%KX/:G|/&?CK57FC_&=)M-1|&8>.\$?^G:3HOBR;Q3%=S6%| MJ'|FP6W\+Z|;26FHW.ILKN>C^ (/ 61_ :E^#VM6'PW^+ /P6_9|) ^.OB%IW M|-'C/P5|1SXL=7GP2^%'P_ &B7U*SBO/CK/;B;Q-<;IX;U73AI<>4HJK2YWRP7/-:M+2,6VD\ M5GN7N|/|2JXW:E*- "Z@|VC%N|,ES/2,163W;2NU_26#SU|Y|>0?KSR1T^Z#|GWZ>HYK^>C|FO\ X+!?'WXKZOXU@^)_ P"^&_@#P_HOI*W|47|0W M@3Q+9^)?\$YL_B5%^S9XUTWP._B;2;77H+"|TGX<> . |NXN|9T634(!K\$.A-97 M|USY

3DI(X+1_'WQ%X/D^_NA_GX.GX" "6Q_9 TOIH2UU/OOKEI\5K|Q MA^U;IGAK44D^#U@'?1CX9\(- XMT=+7_A)8|N^ \5);:G)ILL?V5Q/'^K6<*I. MDJ-%RIN,>98W#N#J5%.*=E&?(XRE5E" <+)M1E%PE*F_ =+_MO+U&|J5(VC.;4 MJ#4XQC9RE.+2E%6DGJE*:- %2C|Q_2)NZX;|!.,@\$|/OGL_ _ISZ4%CT)|>,*? MOST|XX_ ^M7|T&B_ \%? \ INSQ=X=&> (/#7|-7|.6? Q<^""|4OQU^& \^L>/_ M !|SNE>'V1/&VN:#XYL?&UG;YN9|2^(6DZ.'\ \$1Z-)%'X?U5I'\22W-G^ZC MM^" _^"YOO;^*GQP\>'OAI^S3I6|_ "2WU_ \ 9N| % \$K|5U:C37L&N=SY&I1 M>O\ SIA>|37.KVUM_2IGI|T# SPI|>2.HJ3<3Z |. >>?3L0?J, <=Z_F.A_X+ M3?M?;1\,?@Y|;/&|L_P4'@/X_?|WXL? %WP#HWAGOKXIO_&B:+^S_XZ*1 M|5;WQ<\\HTTV5SX&UO6/&'AN+3 MSI\NDK8ZP\ _FG/6^!?) @NCXL^ (GO'U_MP+H?PB^'VF6GB/XU7Q^!_B;Q-XHU?2|!|2_LB>\$OAY?>-/B#|> _&FHAIOHTN MA7MI;:6PL+6XT^UM|XW<|M=-;.-.GPOG*O:C3J*\$I1E*&)I5(TY1G*\$H3|FH MM.,JM..BE%2I27.FH236CT:G%_9?O+3>W| (OSD_-R M#S_=(X|L9_P_&D.2Q'!(R>F?IG'KTY|_OU_*?H?_63?)\ QM^+^PL^"?Q, M^'/@&U#4_BW^R+|1/"?BGX!?\$WXN>#/#T7@SXR?\$R7PCIMOK%U|L>CZW2= M/M(Y+765FCTNR^' _ (^L6"-I30|9(OH|_@M|^USJ7@OO1|?%V6?AU^TGJ7L_MOCR7POX_ :O|0>|/"? Q.M|J5I|%\F7X3?"+4V*.;J5TFB_&+XHW5K;:|W MD44%_P""/ &LP+('95D<>'%HJ3E5?L^9N*D MHP5H|YQZ>FH;U;7/Q3^_WB|QO;??XV_!|Q3;J=NDZG|(M8N5\6 M:BME|FN&)+=O;|HK4? #OO>^)3_LK^#10^'7A/X;_ +26 MN^\$I=/UCQ+87^G>-/V;|5T|0M1TSQEXAU;|BT37-#\ZX^IV6FMX/M!>^&56 MRFUIH3+4T^&LZJQYEAXI1:BU4KTZ\$I3|;>FM|/3^|A>F,>I4|8R_ _UQG_S^9IO M3HV<<9YSR.X|>N1SWQTO/_S: P#!6? _0| \&PW|?C9\$?@YIWB|QE\5_MV'M/T?4? OBOQ+?:#I? PE_:%U77-|8:Q+|JTJR?\$/P/;>:UMYMIJL7A067S-: MP>4T1/D7QK_X+C_&WPY8?B|!|/@W|? A|X|??"_P"+|/4&A1:AJUWXQUO1 M-; \ ?LZVV@+%;)9^%|F*_L?&WB34=6NK+4-0FNHO#'AF*VAN=0AVS\$4J? #6; MU9\E.A3FW25935;|RZ4EROFYNR:DFU&*;|J/5|ETVB>FE^(-1)^+&|7?B?3?#&L M? V3)9|1^#|G\|/\$5|=^&M+M_#6I&/1 M_"L/@BTTK7!/O|EHWVMUAG5<<'E4L14G"MB'A9K&TLNA!87\$8IO%U\$ZCE+V< MHQAAE2@TJKBX*;4M8IR-<3CXTH0E3A&M?#SQ304A1M1@TG*%^:-2?XQ5/FB MW+W=&TS^KT\$? |)!&1@+@Y&0?"6E:5|&O@E'\5^+'A'P#^U5\5OC%?>/_ %GB|1?AOJ|@S|F'QA>>%|I/X;6 MEM<#Q/9^ (/!M&EB/BF:YL?">Z;:6P|M,6BZ9\9NHSJQIT98>\$YP|LL3""Y M(3E3564:E*2C&4UR7CKSZ- JV;V/Z7PBGX.^|!WQ>|7^/H/\$T7A|QEXNU;2_"7AW|D&7X*7/QM?|H#Q+X@\$ M,TEA80:-97.D374<\$FG+J(BNTD)6W?QKP?_ %V_P|H36M>B^%_ "E|/@-XU M^*OBOQ5^RY8_#Z_ \%^*OB#H?PWN-\$_ :<377A;1UU2|19V=IXBU-M%N?LJV M_BW2|.L| #U_29GET_34+PL! <,9S-SA&A3;@VW?\$4TVERMU8U5'V3P|F|5+|K MM-I/DFXR|RY*\$O:S<)MQBU1=XS32=.2LIJ2;6CC;5.|6I_4;O EZ@>C\$C\ M.CWZ?UIN6QU.3CH?7VR?_A7\U7Q'_X+0_M'?#DGX;^*?A9^SQX(^+GA#XM_ MM0_# #XA^/_%NN_\$67X#ZUJW|.OAKPKXQTGP|TT".\;3>|/BAI'BVVL=!T M_67:UT_4L.YFF^U1N+:/TO\ :1^//QV^_7_!+C|G7XN^-=*9_LM>,OVA_C| M^S*NM^\$OAC\00\$'A?Q|X6^&WQ*;VB? \ (S?^<

+&/315TOQ!J/ANYC774LXK= M+.>7L(Q) P.?^K^..HSPOUITZ5#&5090JT\12Q#494I5X35*E&-6490C>*C*
M,K2CS1BY1YM/I6PLX8F5%SG/'P);CQO+XW\^!?!CC\5X?;!%|H'C#PSXE#Z-J_ MAR\O6MM*_P""R_#
_5W_AJ_LWU8:/;Z?>):S+TOX8OU6-&IAJE&IAJ_LU&K M5Y\ (HJJXJ'-3K0JUE*XJZDHW:LY)Z<\|PE-
UJ=.;Z=6DI\T:5JZ_ =J3_ '6E!!_B;IG[P/I/^G)_+CFOY9/B MY_P5K^.?@XZ#\90CS\
_ "5OX/^!7[6G[37P#TA/A)\9_B!H-OXT?_ /P'XR MN|5\0ZSX=^T+H^L> -3BM[*RM]"91ZC)9Z@T_B "-
+*W108OC/^V__%2O M#/B?|B'1'L?V*/ ;?M!_ |X3:++<2>_ %7BKQ3:>(O!'Q*^'UYXOB\ '>*=#U:
M6'Q)X/NM,FCFL5\6:/>W%MXFO+:W?18;>UE%O>8OA['KV2G/'4_*JXN>.=F MZ*4IQ35*3NJ /Y4A
(#\$D8/M@DG*^N_.YU^97_!5/XC> M)O#'_!+S|L+Q|V/'\$V@^-= ^".O3:=XR^&_B!|2\T;Q+:W.FVNH#PWKUC-
+ M6+2!IQYB.E?@WX?_ &TOB__\$VOB3XZN?\$/AS|H?PY? M_ \$3|G|X+)|'?
V5_VEOVEM8_.ATWQS\0/&_O0TGPCJO|05AXXC;5;|P-X;\. M0ZU;:3XF^'^GR:?
K/BF|EBFTQ;9U\N",OR/%9C0J5:.%1*3KJU;.,_*FH>U4(M4YM>VG.#C)0J1=G2T3H_/Z=,|1CU\E?Q9_P""H?Q.
M|91^)|OC-!|=?!+^/OAW\)_CEIFJ2?#_ .-_O9^%A7Q;:>\$/B_!*:!L:-T+ MPIIVK_VWH4VH1:
|&TEWXXK90%NBFTO--MY(1.U&=3Z;|(O^"G'|2-N_Q4^&_ |M.'P+|:Q>>#O'O|7?|1'B35_CE\9?B3XO2'2/@/X^|-
Z#JFBZ5?7=U|*7):2C>6\$<|P\$|S|^S34^&1.7)'F;Y5!;*D_>:5EOT710^|C@
MD9/0DKT'7_Z^32%B>0Q(OVXYZXXX|CGT-?S:-O_%Q/CSXE^(_A_P+_!KX M_?"O6)/\$MY^RAX:_"/QCBX\
<6_QI?;I^U+X_.^+XOB;X4NM#L+WP99_!MSX7ZAK|QIOBO4|9;|?P7-B2D?:?
<'|>4WQ#)_MA_\\$IO&.@_&#XK> M\$+7QI^TI>?"3XD?"KPIX_P|2TKX.>/-
#NOA!|1_%%Q+XH\%QB.W\27UGKMC9 M+IE|J+2>5!8V4?D)<*DC<+I'%"3#4IMT^1)XG%4)*G%O=QE4YF
MHW:M&35I1;_81F8#/)QZ\$#CUY(SCO|X&>:0NRJ"=P)OP>0<|3G&<|/4?7(_MD&|1_\$KXOZ=!\!_!26Q_:/^.
<_ |4NE?%*M>^"NG_ "\$?%GQ-_PIV?P5H_Q M,U+P/I_|-
DGP/2_7PN|AJ7ANSM|;G)T|/\$5QJ!778+U(2FYOA0XF_%SX1? W M|A;|OCP/^TG\=?B?
^TC^U#|8_CEX>^+7PO_%7Q;\2^+OA=X|TQ=)^+[S>"= M'^#MS?
2Z#X;@^" ^&M'FT%=!T^VO=!DTJ<:|D)|L_ /5J;IQY& M4?JF)<_K=#QO56E-1J6AA?
9RE"&-5TYV:I65SD>=QBYN6'FXPINK*"K8>WL M;/SH0J)J/M76E.,7/#Z.\$).3F|6?|FYR.?>S@'
ZCD^V.3U)P/R7)! (_O M|P!QTXP<9Z@|JZ_D?^%'EXV|+^\$ _^"8GO"V?MY_M);XJ_X*1?"XNK^U7\
M0/\$'ORF\6:3X=LKSX%;E4M9^* P|^-^|B_&_ "l6?A!XOLD\.;)K.D:?:V
MGAW3|S^S+BUDO51QN_#P#X8N/@Y^TM^T+X@_*;_@^!W_!+F23X1V_PMU/Q M#?_
!CXA^/'|4FM_#S4=:@|=^+/_^I>(GOO'?@GPM^T#KTVG^#=\$)^*#O|\$ M\1_\$-|76M.BT+2KVVM|?
*IP|&@GSXYQ3?LX-X+&R565;# MU'1FK>VA>M)TX)MZ_P!K2YN2.%BW:
|MB_-327LU5|I^@(|TX4Y)U))Z2|U1G M+0_K\$QC_Z8SU(YSU YX!YP>0.>*:3("=N<_9;*Y!/S9VG/48&>N?3)%?
EU_P M2Q_'&/X9?_*|TOX^>*&MEJ'Q2^*7CWXG?_+X-_&?XE/2_C#\(/V?M;&GW
M7@/X<>*_%FL7|UKOB#7=#TJ)|6UNQ>>_7PI+JK.%/=|+97#G\4_VMM7^,7Q" M_:#_."F?A#X83?
|%)_&G|0O@>| ^\$G?LBI^R| \2?%&A_ |X8>,,=^%EC|.E MGXEZ?_PE>C^"=.T"Y6&+6?
%8\0:5JL%|X;CU..&..Z9"O/A\FEB<;CL)'\$1 M@L)&E5J5Y0:A*;ZL:'O;U;/&;4_:+\$-595)3M'^O'=*<|,<< <|WYX.
|Z8Z M<4XD_X SC_(.>^<8SVZ9Z\<|X|XOZ#^TIX1_8B\9>)M)^ (7BWQOX0^" _A?4;|3DC^"NNZ1K-Q9^'_%GV|5|
M2HM4M+N"Q:X<0|960_4/_|&XE>/_|G'|VK>+?%_P_1/B#XK^&GQ|^/GOAO MOV90CYXP3Q)\?IOV\O=10-
7N?%6@ZA9ZU9W>EZA-<;|HE MF+6RU2,1D|:CEW|H^VYH*4TZ<;5!|Q6)Q.\$C*\$_XMY1PL|H.A#EP|Z
M4U4;FHCHYA3J|XQX2,8|N9.I*1%R7M*;JOLDN6T'-T5+VG,Y4Y1=-63E^QV M3U4_YZ_8.1R<
'GGKQC@\$X|\$5\X"G=@D-C!*M_=;|/|G|:YP>W!'\^2_#&W_M&T/VJO^"EM|:E^#2KC=R?FYX MZYX|
<_YP17|M7PE_X*W_+27ASX&:IXF^'W|/_P^U^X*_LO_N_9-8_%.^ M^(?Q:)?>-
/BKK_AGX_76GZ;J6@^\$|:U>: USQCX8N|0DU*#70%DD|KJEE"F MFRP_5C+ 4WPE_X*|^,?'O|>GPU_9KN/#?
P1|2?|[XV^/?C/X^'GB|X7^)? M&>O>*M"N?A#X9MM>EO\ Q9XAURPTKP/X@N|0NIIM'USP|X-M;N?PAJ:I:ZAJ
MEW*PRJG#6:4_2Y*1S7*GRJ|)=&D MUT6|?4|_9Z3?Q> M6FFS&35_9_:%^&N_M'?|W|IWX|ZY^UKX:TKXU?
|%)\$?C'^SAHOQ&|*?M2:/ MX@^\$7B:^MO%'C#P| \X|!>*/V.M9TZY@|*_"&STO1+:XM_&V@W4'C#3=^A7
M5|H0:?)<; G>_ :TTW7_VA_P|M M|O;P5X_:./P0* _L9?L2_#KXP_00A#\80\$'PDTZ'QCNXT3XF^(O\$WQ
M|36N@ZA9)XOD*.:SX3T3P|:Q:V90#|G9|=V5W:R27_F+X%|\$?VB/VE+3QOQ M#^/&I?&3XN>*&
%GQ2_X(5:C^U;J?PM\4^+K|40AA8?';PQ82PZ?XI__VE
M6*PT.^UF.S@N|6B@25|4N));EVW,P3GHY*#KAHUH8J'FJ/M_8RPV-FE.5"CB
MHTX5?);57.C7E)2M&,)PY;|13>|LUIQK>SE0E%.I.\$91JQ2M'\$+ "N37+S104 M:FD|-IQ.>.3N)ZG(/3&3R/?
HX%N<9P3GID<@9Y|C^1XZBOYE M/V-9?;\$_P?^.'!|OQ;X2_:D^..GORU#|O?|IG_./BC|I7PU\3?C#K_Q*|^+*
M=3TOX::'1K/XK>' /#&L7USI_@6Y_.^KZY\ (V_ _C\%EI@T::|O)+3|3#+_M_RK_P
%*OBM^T_ |6'I=GC/X;^.. P|I34O!_P"S&_ |+UMIOQR^'GOIN?A+ \ M&V#|_6K.UU?XB1^..@C_:EL_P_?
+;Q'H=W8^(-?O+/2KEVL+P:3\$K36K&M8 M.U:F-
>\$6.BH>QJUU7G3E0O*AC)Y94BJ56<:6)I.4:RYIJ4/94JE27LQ3S>
M%.@|1+ #RE.594%2I5:/)Q|C'\$P|<:::O2J1=G%) /2/X^@8YZL<#O"/@|1- TQ|<-/J|=|
M<^\$-7TRQU76+33O.M7AI?%3XW_ '3|B+|G_QE\)|6\.?M)?#;|JKXQ_LZ_ |36 M_#OQ%3|OSQ-^U%H_B/X<>(?
BAX5\!_%+Q%X9U'66LO#/P,^ (LUYJ*P:|X|L+ M6|T6WL_\$_-
W8:MLT>=&Z/|4ZLN14\?"HZE6=.G:"M4A2UQ=>%|R=2&#:E&NJ M:D M_\$S|O_XOZ'^S;^R)|3-\$UFR'?M^%?
C7QNWQ4^+?QZFA(4: M)+XY^#=AGZ?X_3- M?P|?
\$WX|_MPS?"WQ%^VGX| \3_M&^#/B3HWPT_8F^ (WP<|>_!3|H73_"_ |. P M(A4Z-\X/'W@3|H#X\$)XGL|Z_\
%Q+UG4=1&HZ?JWA?79?'%KKMA\$M\$&6VE65|HT5JE_J=|X2NK.OCUVRL MT\$%56X9JT<-/\$?
VAAJO)*!""&C%=&DZTU2|I7|IRPI|J|1IRO";C"<>5 MR5+.HUJ*4<+5IQE9NK.4N2E!M1O.U-Q<|M6Y7.-
I*U*ZC_ %P#D=>>>1^A MQL&EJ&|LJ.C!).>-O. >F21D\$*\$22H(4C%35\O&5_35|I^&|2?:R:\FNUC
MWE=)7|((***H HHHH **** "BBB@ HHHH **** "BBB@!#W_.G'UZ=/UKY\ M2?LK?L|^.)?)
CA/XI^\$/@|7Y/VE_#>C^\$/CU_:EA+=Q_%+PUH&D7.@Z-I/BF&
M6D7=S96#11V\UNDK.DHE"R#Z\$HJH2G3;E3G.G)VO*G*4)-1:DE>+3
M5FDT^Z3|)E".U:48R6Z4HQDD|5>TKK9M>C?H?#:_\$V_V&E^*OA3XW?_ \U> M)?BAX(TSP|I7AKQ1J:'X= T?
3|:UO2| M1UBWL1Y\$=^4_-8?A7_@EO_P3|\)%6?Q%T|PQ^RO\ _#;3;'XKSZ/X|M'AUZ^@ MUH>&_%R^/M|M+9-
2UB\70-*TOQE"XCM=\.C2-+CU11.;)N4/Z_45L\7C&N M7ZWBE'EC%15>K9*/+RV|_HXP MIM%+9667U;#?|
|#=-_N:>MM5?W>C2DO-'S M-J'|'W|N|ZS|JWB'4/@MX-N|;USXY>'?VE=7U*:SNS/'7A^#PKX<^*%
MPPNU4^)M'\.V.DV5PJBV2UC56MG?+GOKKX)?"F^,6G?M W?@+0|KXT:+X\$ MO_AGH_Q%N;>>?Q!I?

@75=436]2\:-=+),UM9V&H:K!=WQ@MH[BZ:&%) [B2& M...>MT5BZE>2UQ=-^ZX:U9-_%MQFUUE%MM-
ZW;U5V?% ^N \ !/C|C#Q/?K/IJ7Q! ^SKX!U/X^6> MKZ5XBC^(4[IJ:WDOB70|>2UTCQ-
>Z+#J2>&=1/2;:!) %9^(-0T6ZU:!/+/N M\7RH|G6: P#LC? V P#A?
^TE\+ #G@'0/"FF M6P^/IGXTWMMID^H3^- \$7Q M)\+ #P?XE\1^(OMEX+G4|ZXT-
+:PCB:|@M|>VMHH:5+9\$Q7U)15K\$XQ.#^MXA M^S5-07M)6C|*LJU))EV>I6@O!<6L-
|;P3F%VBA>NF^,G|+|/?|0F| ^ M\$M=^-/PE* \$/6O B^(X/"JZY:W*ZCHEGXMT6|V>)=.MKVQN;2XDTO7-%U
M"|L-2TNZDGTV|BGWRVK3K'*GT)11|? \$<_M/K%=24ZU1(G%1:4
M95ZBC4JM6YYPBWLK#HTG'DIE2W7PCP;^S9 M\ "A|XK\ ^ .O! ?PN\ , ^?%W@'X16'P%\&Z|IUMJ:?\ #_3I
M)+B1\$T&UU"PM+I(G5Y_-MXR;@J2AW? 7P\A\ "Z/XCQ?#_P >' "\/Q> M)>^(?
B=|3H;"UD;/C;Q|XML|'3O\$OBC7H;B2=+O4M9L=-L+6_P *MO+#+:Q1^ M2JJ2?6J*B52K.W/6JSTC&3G4G)N,).
<(IN5XE1NI%QUC-MJSU*5.G':G|F ME)6A&W-**@W:UM8)1? \,DK|SOS _!_P2V_X|)Q>?*AOXTB_94^&4/B/X1-
I M+?#R/M;|6H+703H&M3>(M!\$FD0:NFC:VF@U,|_H4>OZ?JB:/(1'IRVL")\$K MK3_@EW_P3^L-
9^+^B'U_95^&::M|<=-UO2/BA*UKK4JMXCTKQ+K| MPO\ B;Q223D);&?U7" |<+AW?1_N:>L;WY?AVYM?7H?
+7PK_93^'?PC^//Q|_M &A?#,4MOXP : TWX8:'XFL|>%K72;#2/A/H=YH7AN.VMO.G\$U|+9WSPW|JB
M'|1;VNFP"WC%JTD0/>,_V_V-?B% % ^T5;^,_V=/AWXAA :WF\ \$W7|2:W^FWN M/C|<_#AK5O
|WBXP7D;3R>&Y+2WFTUK1K5EFC|Z:S)&D= L:BI>)Q+G|18BO
M&|I.E2YZ=65.2IT4E2C>#5W!I2C)WDI)2W5QJA2C%15*GRJ|/ &GC'X6:1H'A|P/K.H MQ:O:MI?A_P
:C;ZKX:T|LM-U.RT|Q'H^A:E;6| I&F>);/6+*OO((|B&". M10U;Y_8?_9*;POX:\\$2?L_?#F3PEX-^(WB/XN^%M
ET5IM-T/XC^+5U-/ %B MJPAEF;R;W7HM8U.#4|;+6%W#>2026C0A47ZOHI_6L4U0%/ %8CW.7V:|O4M34>
M9Q4%\$S6BH\ ^5*W+SSM\;#ZOA_>?L*/-6E+V4+M/=/35;+1NVE|SX|_9|_8) M_9!_93U^ \5?L_
7PA|+ \$NH:'=>&+K7M'DUR|U9_#5UJ%OJK^'4OM#_ \$DB7,:7.DV96/R1#'|/B&|6G;R
M(1'|3T5+Q*&E4|K+%8B56T8NK*K-U'3@U*%/GW|&'Q7\) "7P-X^_9Z
M|#ZWX5^!6CIX<^\$ND1C6|&C|\$ ^&EM+:SD\Z=<;#JVF7MSX:N::TMH+WP_J- MS?:/K'|JNLIRH(Y=O|
@F|^P%)XUE^(:?LL?#(^+9-:T;Q(E);35386?B'0 M;>VM=.UO3?#PU<^'M*U3D):VUE?WNF:5;W.L6< M-
8>^MP8F^|G8|,CUZ=, \ M'V/U)QPH)|5P/A?XG> ?&?B3QWX0^*+| #U_Q1\,M4TW1OB!H6EWJ76H^-\$4
MUC3QJNF6&NVZ+NLKF^T| %Y;Q/EG@ (D& <5I#&9A"+|GC,:HTTFY1Q%91AS3< MFY|L1|J6FFZ?
>_LR_#:6QTC'P'8_#"PMEL-1@B3X?:9XSM/B'17A. MX2WU&(7NCZ3XST^SU_2K>^ ^TG3+J|!(|%|>U+6|?1?
A/X+ "SP+X^ ^)/Q2\(^ M!=\$T#X@_&|/!L?Q_!5Z?!,FJ^,D^'N@CPOX)767>5XI5\.>'P-)TX110^5:9
M1S(V6/J0< \ *>G'4YY(|.T.>1@TTR\$CY1QSR/F'&1V!XS@\$CIR6P!DY3K5Z
MD7&=>O.#C*HRJU'I*UK>\|N6*72T4WLK:*C24N94|*ENI>R@FFD|NZ5|MMM MZ|R=MV?/=Y^RI^SI?Z/\=?
#M_P#!_P_&7NA?M-:E/K/Q|T|ITY|FR^*FK76E M6FAS7_BJ":5X|FX.EV5I::|<6QC2WB>,+*@E'C'AS_@F;^P?
X5^&5K|&|_9 MC^'B?#>T^*GAGXVQ>'-077==63XK>"PJ^\$_&|WJ^N:QJ.NWVL^'XHUMM)-IJ M5Q;6EF?
L4=L+5W@/TEX^ ^ .WPH^)E|5;#P1XTTG6I_@AXVU;X<_%" M?
&>B:58ZUJNB:O=:A;V|HLMAI>I65|=7\$%\MG%#<(|7'WPG ? ?|)LO\ 96_: M@U7Q1H7|/7Q| ^%_Q?UGP7Y3^)|-
 \#>+^'6;|2K6:=K6/4FM8662ZT>>Y4V|O
MK=>D+K2;B8>5%>3:IT53,H4ZC4;|&%)TYU'3GB'D_9TXY3G%VA*='V:5VD MZ;27NVMDXX24HODPW-
-.\$&XT;RBIR=2\$8OWGS5?FZ|SD|7>_ (ZM_P \$ _OV, M=<|?*&KP1J7|.WP_F\,?M%?\$M/C\:-,AM-
1LF=_%...:VN8?'M_?V.H6^I: M?XFMKFT@N+74|SN|-EM95DD@,;S3-JP'B;_@F-^QM? \ PE^)_P*?!_P5(> M
;/XL? [7_V>|/\$>N:39:EJ.KR_"WQ+K\$GB+5M"FGU35L;G47GU^::73?7|V^ MHR:RT5|G>-/'^L>|\$3Q|I.O:9J?@O4
M|/#VBS3 _!-IJU">:/?>&|I/_M:#6K2|MQ)'<6\$^FXO(YH3)OA.Y POD^LYC M93^M8MT_:-.4ZU6=&=11HKV'O-
QE*G3IX>\$8N|G3IO:<81+=#" _*Z6'YU' M94X*48V:T:7,E9R6C2U:3W1Y,O|_
'P:OO""P&\>)?!ECXRL_P|FFZ%ZK\ _M|_Q*UQ=ZKX3|3?#_ ,/X9|-^*:6ZCEMV?7K73%D0W4J2(|3S,8LL,>8>-?^
M">7|%/Q#F^_MUXP_9P^>LW?|3&N>"_ %/QTOOL6HV&H_\$7Q-\,E=?|'B+5=0 MTS4K*|LM>\.B6;^S|9T:?
3=1!FF::YE::0M|>#>B+X+^ (G@G1_B3X&|0Z;X MG|^ (M+;7-%|3Z7*TVEZGI*"4&_M9F1':>1_,M&&S&PVCC.1\|
(OC\./COX M|T;XH_"?Q/9^,? ?B&75;?1O\$.GPWD-K?3Z'J|_H6J|Q1WMM:W(^RZIHUY:, M7@16>|VC+(58J-
7'TW.I&MBJ:4G3JRA4|4G3JU)2K2A+D<.7VDN:'7V>/-#^)VC7+P:WK M-U8^_/#-
I=6/AK7(|W7|7U2|D/AVUN|B/0=/FFETG1S*9M-T^VF"2#|'=*U#7=U?4)5M| #2M&TFTFU#4|2OIW
2"TLK*WN+F MYE;Y8H87=NE?+?P- _X_8V _;:53>|_@|^T7\,?BUXL@T= \$,FA^"M?&JWO| MB1ML?5!M@2%
[-7R/.25E/RG/SKFWB,SJ*K56)S"IT|S|O55>O4C%/VDO?E*SZ+KZ_#\"_A#;_%J3X|P M?#KPW;?%Z;X>-
 *+COY:6!M|;NOAT^MCQ\$? "-XT+I:W>DIK2#4(DN::2:&4E M8IHGX:-OE;PG_P \$KO\ @GIX&C^(\$/A7|DWX6:-
:;%::GC6TALM8EL|2MM(M\5VOCK3|.L|*ZU6>TV:1#XPL;3Q_ ^D>&XM)TNYU*W26YM)L!:_03?C&5(|2
M00|V') ZG@#@YQZU|<7.5O&\UP=M#&H:2>XD6&)%R_2\CD(BAFP6+Q<93M'FA7J* <4I.5-)J7-
RTT_9PC=VB|;E3P^'E;GH4&HRE* MT|4' %*25|)JU| %KN|V?GM%_P2B_X)V0W.K7D?)GPR|7+CQ!<7P*>
(I8%_X M2N,Q>);73K.37'MM%TO706;5-(T>"PTFIE=[B:S>=WD/B\ P4*_X)CZ7^TS MX\'+^'O#?P>)\ ^-
M"1! ?FS=V/Q#A::7X<^*_P9^"%QJ>K^!/@|K'B?P5 M|O\ \$OAO1O#GB>XTSQ#I- L.FWMQ#
<:8(O)U>.9C7ZB>\$ _B;X#;\ZWXX|->\$? M\$VF: KWPSUR#POX|TO3Y9)+OPMX@NK"#5(-)U5'B00W6*3/ M|Q0>
|+!' ^7MCMU)V@#/'7|'0?4=JZ:>8X^A7I5OK->56A)RI>WJ5*L8*<.6R
MA4DXV<975U_*UM\$PG@L'6HU:*H4HTJK7.J,(4G)P:<6Y02=TXV:O9J|6TG(_M(OX*_P#!+|POXN^"PV))?)
!1FW\"_M?_%3X7>)OB/??#|Q/?0^ (Q8_#7X? M^/=3@EM/A|HFOAO#GB#QKX,T'1=/TK0R?
&EE<+JUK8VZ7|@ZO?*S?1EY_P34_M82U|Q|,OBC>?LP_#>;QS(- '>&?AWK*VKNKPP>'|^' ^T,EOX%L&T2'55T'
M6? \A\$(GC).W&OZ;JEUI>P6-Q%Y,6WHK;_(\$ _L0WGQ>E^< <|4/P8_X7 M'#XFG%|/I_&6G6>O|
_7V\CO'R>%UANV@MWU_ST,,>D)S38CBA>1E4_ M4?B|QAX:\ ^%O\$'C7QGK%EX=|*>%-(O==|1:|J4AAL-
(TC38'N+|4+QU5VCM MK:WC::5U1BL8;Y@:?X5TC1O@/X\$T_3O_W@7XK?#/PE:1V=Z(M !?'#4;|5OBUX6L
M=|ZS+IGCS4M2O|K7\$=I)9|J7R98%(4! ?BC|'I-W@+3 M?'PV/^%O"W@K6K=-;MHM'T3P1H|>' ?
^C1:PNA:M=^&M%D?3M%U?6=, MU'5M/MS^XOT8|A|?-/VBO@Q9;'XA:E\,O'FD>+L.^%6OS>&/'UYI<=XUOX
M?URUT&Q|3S65P\UK\$+EUT+5-/U\$O8BXC:"|B",TNZ:-/P\ VG_@-^T=9W5|
M|_B3H'Q!BL=*TK7KZ/2#>Q7=CI&O7NKZ?H^H7EE?V=IZX).W|J|77(? _L0_LFZ7H|P| \+V'P%"_P
M>'OA3X% ^*PS^'6D?8;M|+PGX|^-%LEG\5|"NF12WDNW2?'%K"!KD,YG,\: M8B>'=S@^%/_@GU^Q;X&N?
%WX4_9O\ AMHEQ\+/@UXK_9\ ^|V^FW4B>&/@_ MOXXDN)O%WP|L8;F\GAET#Q |U=#4DO\$N+N>*>:#
|4L4C(WV1O\ =) // !.. MX)P.,CG|P1TP3Q7SY?OVL?VRM+BWN)V F:- (YDRV|*C.-
:3GR4|1BZDJCJYRDY2E=13ES.I|3:NVG=MERI8:G%RE1P|\$DO?E3A%125K-M)6LDMUHK M::'SYX-_X)6? \ \$|?

A_K7@_Q'X1_94^'6E: X#UC1I=V:VS^(I2U/PIJ7AS6 MI7Q#X=:POM5UV]N%L_#^M65KJ&@Z5(IJ7HTT
73;*VA)C;ZLT_X&?" +2OBAX MU^--C// #D7Q7^(N@^&/' C7QW)8F[U70#Q@S^T/^ \$7T6XN;IYXI?3M';5M
M1EM]6SBMHGFO)IYUEF;S*R?@3^TKI"/VF_ "^H>-/V?OBCX1^+GA32=7ET+4- M?%\%ZB-3TVVU>&&"Y>Q>
<1Q@R_9]B*97C5XGC=721@21[@'QG;D\CA>>3CM] MOWN%.<9!! *U;&RG*%?
\$XU5(4W1:K5ZW/'#DI2@KSC*-Y*[C>*3=^6Z0J]='# M.*G3I89PE[R<*-QG.UE->ZT[1T3:>G4^4M' 8@_9,VZI-
- M-U7 MX-?\$ P"(GQF^%=U:Z9T_29]1F@CDNI96W;ONCS\ 9..I."<# MGDx&/3N3V0"HRTGPWI&J^(-?
OK71] \$T/3+W6-8U74)EMI/3=,TRWEN M]0OKN=ALBM;*VBEGN)BQ6.-
&=L+R2.*QD6^7\$XJ4JLK/EKUKR7.Y\MO:.._02 MWNWUW;N3P^'DO>HT.2'O-
2I4^5+;=K31)679'RO\1OV#_P!D#XN0>-;?XC_ M#P+XL7XB>\$OAX%\92WUMJ.-
YK/A7X0WESJ'PRTH:A8ZA:WVG_\' "\$7MY)M)O%\2^ (I)TI0_\$6J7VMZ;X@M- MYG>69_5O@/\ MU?L=_M.^(:OPC\
/VD?A+ \5_-AIAUNZ\>#_ %<GZCK1T59 M?)?5[?3&>&O=+BF/E37]E#<6L+M&LLJ&5<1I]?VM/V;?
V6H/'IS^-T-/9! M'P@> \;3Z: ^%)O&FIMIT>N7&BPVMSJL5H1!,I>P@O+>6XWE DG7O[1?BSPEXJ[4:]96
M4=AX?TD^"O!6G> !=%L-'TU))8T5M)LEU&;\$2WMSXRFWBVPV(Q^R_X)1_\\$[- M/A8^)?'MM^R7\,?
^\$F70>+;?7+BY@UZITDKX^2>+QG+I'AJIUIJ;PUX;N_\$2 M75R-100#FD:7>2&XG9)D::4M] >?
#3XV?";XQ_#73/C'\+?'WA?Q]\+ -9T^ ^U M72?'WAG4XM3\,ZEIFEO^ -
OQ%TGX2?"CIIWX4>.OB;KLNLOZ/X'T'Q"MOXAU23P_ ;7-YK:6-A+!#)< MOI5K:7%S?
+&3]G@A>5))M9CVN:3G6G3GCU4BHPQ4J.JE.484HD)5E35EL.-. M/-*5G:#OJY,@_#WX?7.MYX*^-'JNF:M
M8ZEI%MXHW\KKGVG5M%X@TN]NKG2M M=>,S:M97<LTK_3'I0'[5?].7[*^BZ)XB_ :)^,O@+X1:1XEU&72?
#TWC/6H- M.N=>U&VMY+RZMM%TY1-J6J-9VDZ*-. \8Z!) =1V\ PD.E7D\$UO\ M\ (I'2I8SZ! =/;Z1:WQ-
I/>1W\$VQXQX_ P""?/A5 M/VN/C%^TO\3M, ^.O: !KG\/_ (_&2_ @O_ " PYX6DM-&\&_ L^Z: %)/X@TC MQ6]XHCU?
6?\$DMRVC>18QII.E>%K>WTFUWAY"O1^#/^"5O_ !/?X>:UX1\1^#_ M -ECX>:7XA\#ZOX?
UKPGKDDGB75M6T34?"?B#3_ %7A>>UO\ 6-'U"]>'PWKV MDZ??Z!:W4D]GHJ[6JVVGV]M:-);O]RZCXM\ -
:3X9O/&NI:YI%GX0L-#E\37GB M>;4;8:!!X=M] \$ZG-KCZH'-F-+33E: %\ZLK0:-CSXW:(J]9O@+XC^!OBGX(\. M?
\$KX;>*]#; >_ /% ^CP: X6\7^&K^#5=!U[1;D,T&IZ9]%J9(:JTD5""R1DX9
M2A^<;B>/S'I&,UBL9'G&%+!MPG6ITN2A]14L.U%J+<54JMQE?GC.HY;W&L- M@[N'L<.YRYZKYHPE4O-
QO5O9OE7)"TEI]J6ED?C;^WS_ ,K_&OQO>_ #GQ] M^RVWP3!KHOBXSXS?'QWX5=W?Q\$)0:W)?
OBIH_A/0L_ ;'L/%7P_L=>U.X M\=>#K#PTUM;Z'JNF_P#".ZC%*_%6G76DVOQ"\?>\$D2>/QH;1Y]*N].^CU
?:+6ZBDM+IY(Q M=3HMQ*X'U%)/?B7X&^+ /A6S\;_ #?Q-I?C'PCJ?WJUA9Z_HLSSZ?A:I>Z' MK-LDCPQGS=.U?
3[S3]E2H*3VJ\@G:36))?)C9\,OCEH&M^) A3XKL?&6@^' / M&WB[X,?]LC M%V]12=2"Y8023=.;, '@XUZU
M>,8^UQ<%&M%N].M&#U;I.&T]7E9OO> /GOPS_P3I_8> \>_ [X:> /V9OAE M8>"K?XC:#\6_ J&?3+R_-
Y2?"R7\$/ASQ=JVIZC?7>L:WJVB175Q%II:OJ%]; MVD4TL<4(1RM8G@_ OC_L%>!?'Q*\$>&_ V8_
%MX7^+VE:)H?Q\$TG4V\0> M(HM?T'PUJ]: XB:'H&M_ \3:1-(T"XTK3M+OUAN;*WMYHHV7I
MEOM3LM+L;W4]1GAL=/TVTNM00KRY=88+2RLX9+F\NIW88CAMI>.2:61OE"(S M'@'CND?M)?
CQ#: _I]ZIT+XK>"=7M_V@Q?O\ \$7TW6]>[?XH0Z3I4VN:M<>#X
M8=TVL6FE:3!+J.HWENAMK*T19;F6(R1J_ /' %9C4ID)8G'SO-*K)5\14C: "5 M92E[SORJ/M'*_-
:/,JG(U='!)QC*KA8NTG!2IT[I\LVZ327*KJ4G%M=TM6I/ MRW3?V!V-
I'/VZ#X5T_JGCX=KX<\, ^.O'7Q+T/2+G3KS4+.Q>_ \$[1+OPYX_ M\4M'?WUR;K5?
%>B7IYINK2WCW*RV]P2B1NJNO#^%?^""7W] G@SX>^)_A9X: _M9? \AY9^!/&B7PGXP\0Z-
>GQ'K4E[XE\!2+)X(U2/6:-US4->TIO"F/+T"U MTO5+.STNV+6EI!#:NT) ^\9KR&W\LW4L5NDDL<*/-
D0DGF9DBA02:"\SN L4 M: !FE)'EAB.+ "OP25(OCC@9_ .W(I#QNQM\Y B.-S",9&,QL(.2G:.(Q,*< MJM.W).-
JD=865W9\RLG+W4BOJ^'NU]'#SC:3]E#FE%\SVY=KRD]>K;L?%/P
MH_8_9^ ^&O[+OBC]D'4_ "5EX_P#@IX\U#Q_? ^.?"/B>&9](\21_\$7Q%=>(M= MTR6RAN3-::2)IE;>UMHKW?
%':1NLV\CMY'PC_P \$K? \ @GKX%\ ^/_ OA:IE M3X;V'AGXHZ)I_AGQU9W
\0ZO>ZUH&C7\6J:3I4>NZOKFH:|H|GIFIV&H:?' MH6IZ:.. M] >
[M_+G@B=/K7Q= \; /AGX%^ (/PM^%OBOQ58:1X] ^-5YXGT[X7^' M+B*] >[\67O@SP_ /XI\3064L%M:-P-
I.@VL^HS&N+=7C4QQ%YBD;>G[B!PI/ M7U');&.
>G4G^9R*MXG'1DZCQ&)I^WG*O)QJSIQJU&J<'5A&\$H*R]IERW2WT;
M:21.:&&E:/LJ\$U14:2BZ<)NG&,5^ [DY_LY7? MP7_9I\ ?#X)>+;Z*T\ (6?Q+U:S\3^(-> *?#?
Q)\20""CWXM6^BW]QJ&JZI MK'B?QBOA*UM(IQO#=7<1GF66[O\$AA*-];>\$ /V\$ _V1/ =WK^I^%O@/X'TK5O%
MG@SQI\O%6J]065X+WQ%X1^*^I6.K_ \$K1-2+WKI+9>--5T^SU#7D1\$>XN(\$:-
MX54+7NGO9^+WPV^!O@+7/BA\7?&.B?#[X?>&8X9?\$'BSQ%OAVXU M.;/"T9N4J]GB72BW9\E2HHRA9-
4;S7]8VE>\+ #X*G6;Y)?^"3? [47AK\LB] ^-W[-7QF^ \$GP4^ ^\ PDG] M/^C^#M;TA/'I\3_ (8_LZ_!C0-#T#5OV:|
(\?\$V7JWPV\7>#_ %-K8ZS"FKZ MYJFG:K9PZY-(IR20Q(OZL M" L%?LA M7>- / GO\$ _:'^!GAGXI^-OAE%%X!
M\0Z]>^):.]!""46U6:1DT;7--MK6Z%^ [7!N_): (=X6F-N3\$?;+GXS_#2R M^,&D_
*Y\56,7Q>USP#K/Q1TOP28:PZE=^]!US3/#FK^ (TF%M]@6SLI:UG2 M]/D22Z2Y>:\B:!*TW2#U..>A'. ?0GU)&-
RC/<@>^*K%YCF.(>&J5JL\4Z6% M]EAJL?*L:L-).GS5)Q:E6C*,9PBYO[=9N]JS1.'P6\$H*M"C%..J_/4A*3J4
MU4C+VEX4Y>[2]^47:'2G1CM3C;XR/_ !/7]BQ?V@8?VIO^ SI\Q?H-8M_ \$D/ MQ\$6VU3[:GBBTTZ+2K?
Q4NB_VDOAH^*H[")+5/\$S:*VN;\$+M]!D9G9/AY_P \$ MIOV*_A7\;I5_: \A AW^SI/
K\:=O/%&HWGCK3;;5# =OZCXTCFB\7ZAI& MCW.I7^AW0KIQ/'<7":I=Z)I.GW.J+ -*+R282-
G]^D<#YV(14!9F8[0JJ]9F) M8!0,Y.< G(KY\UQ[N]ICGP_X\7_ \$K4/VE?@^O@/X>^ ,K7X=^./%EAXRT
MS6=%%^.(KZ>6"U):[>:1)>OZ=X@FFBDB&F7VY69&CD17 SC#\$YE54H4L3F M%6T(X:
<:57&32I3NZ=%J\$II*45)*T6V]%"S=M94<)3<>>EA8.3J5\$Y4:2;E? MWI7:UNI2OIUO=I?*M*_X)4?
\\$[M#N/BC%/B-!]EUJX ML=<\, ^+=2BU?Q-H-EIUOK.NG^&-+U_4H8[5S5K/PK:;)!>2+B574E3Q,?_!&7
M_@F&GAVX(\,?) P^E\,W-UX:O_ .PKG6/'MWIMI>>#FNG\+7.F6MSXPF31
MY]!:[NVTV3219FW\$\H0X;%=Q) P59_X)R0Z#8^*^_)^!)T#4M9UCPY9:E#X MPM[F"ZUSP]:Z?
>Z[I<8MXI)A=Z3:ZKI\U^KQ+IF6\@PJS%5^UO_ /Q!\&?%/ MP9X8^ (OPZ\0Z9XO)"^,I'M-?
 \+ ^)I&F, ^EZWHM^F^SU&QF9\$>2WN(\M&Q53P M_P4M@;U*^>8:
[KU\UPWM)+W:U;&4%/D3=-14_9*4HW=E]FM?/M-*54 MACU5TU!IO\,<9^P_ "/P<^&'@+QM\2_B/X0\%Z-X=\
<_&'4=!U?XG^)=/CN8] M1\ZGX:TF/0M!O:->29XI9M+TB)+ "V:&*(!'=K!R2Q\H\!_MP?LA_\$ _XI^)/ M@C/V?
VC/A'XO^+ 'A#^W/^ \$@#:'XSTNZUFR_X1DR?),L*1*+?47\-"*4^ (H M],N+U]\$\$,IU,6WEOBE\,V_-
C7XU7OCW3OA5^TO\&_ '-W\,-\$U'Q/X_71? M&^D31>&/'VBR&+5O%=IC'2>"I-*E+ #PA4J2?NU*4 M?

>45&48KFM&R@DXQ2VLTK6+WA;JBGIE7P1XYC^)^7A3X(>"]\$>0_%KQ_\=(O M\$IG#J)U.+XN_%/18?
#GQ">1/-?RQ)K7BK1+>'3=3*Q"U,"?N;>!V9VI>&?V M&/V1O!Q&TCXM^%?@-X'\ \ O%/\^/B%4-
#3:9;ZE;7&D^ \ XL01VWQ(M4?:9+J TRSU+QC'\$AUDPV2P7\$@,ZPI<,TAX"S_X*?_!/?40!.L?\$?3OVO M/@A?
>"_#WB32?"FN:|: ^,;6XCTK7_\$"74F@6-I9Q1R:C!K:6-W)I-^IG_9^ MH1V\DEI=3+7T;\#_-H?X)?M+>"Y?B+\
_B:X\ BSX&BUC4?#S^*?!KPZS MI"ZUI#1#5-*>ZB"JM[8B>\$75N?FB=S&3N0FIJ/,Z:E.NP48'E&K4K>W4')Q
M?LZ;YI?NY223L^25DG&IW#ZE.4536%=23%Y7T5Y+6Z7:QX5\ M=_
@G1^Q)^TU\0;3XJ_ '7IG3P1\1?'IK::5IDOB34G\06%SJ^G:%<+=-:IW MB6UT36=+TIQ;I^G3)'IEM/\$IGJIM'&!
(O(S\$>IO_P!ASIDC5/#'B3P7>? # MP_A+Q?5=)^-
_B7PI'I=O:Z1JGQ7T&RTW3=%\;RV5M=0PQ:MI=AHVE6EDMJ ML-G#!86R):!8U IUT+XF^ ?
\$_C3QS\O#OBW0I7\=?#5?#60UJPMKB\T\R >?!\\$SK@#CNPQ X4M@XXQTSWSC\> ,^^
M!S42Q&.BH4Y8O&4XTXQ62I>VJJ-)2_>4Y1@VHIW?M(M:*]H^ZVW2HX6KS3IE MAZBE[2FVZ<)RE?
W:(92::E-+F3^+)I73MI=:Q P3^8ST/P7XX^'.D?LY_# MRP#? \$KP_P##_P +>.O#4%C?#30\$ _A[X5RP3_#S2-
2C-7:T)3VEM+I"120 MM"\;R/*>N'X6_X)N?L-^'_B=9?&'PK^S9X#T+XDZ7XS7X@Z/XHLEUQ)M"\:
M!767Q#X?L)-8DTC0;R\SCMJJZ1I\I\K!\$LFJ07CD./N+<>N_,>Y
MR<"E#-7/RXW%Q51.-110%51J1E'DE&HN:U2 M,H+DE&5U*'NO30?
U;#OE;PI!N+33IE330%\T6O=T:GIZ:U4G=6W ?,')Z M_0#CG./3TZ# H*J<9'3&.2/7T/Y_6G45S.-
[ZM736G=M_KH; Y6^1\0>.? M^"M31_ ^"? \ ^QKH'I0E\^U5I/I/'@ "P M_!O15U#Q#^2(I:4WU >)-5MDM-
3\2VND3:C+X;LO\$M_ ;H;WQ#8Z-::U"[*?20#VM:Z-8 MM-0MM%NKZ'4+G0K^;1=3TPZUH\$U;Q7?S,@_P#1._\
M8K'I0FA?M5+ ^SUX*A_:"\,V=GIWA_P")<\$WB"VU71)*L- N?"MIHUAIL&LQ^ M'X-\$AT"[N=.&BII TIHYI)9+<-
KEO/&[H/I]>?I&/BKPGX#\;Z#^TY%\+IPO\ M%#QF?
AUV/M5;QIH=F/%WC\;^VTU_!.C65I\;ZC<>*8[V]LOM#:S34H?MUJI MVXCGB=^T^/G[5G|.W[+=AX9U+IH;XO\
@KX0Z?XSOM0TKPK>>,M3;3H=&XG5RFR.3<3M&X#_M2*6'C/'TXRC+ #PPZGB*;G%.\$9
MPA'24I*47"W*])24DFDDO\CDI5[865WSSJ\M*25K2I.46XQ7-%2;O?F5I7J M>PZ1JFI_P!M
MZGH^B0ZIJ>H67A?2+ _5E2_O-+ \-6NDZ?=:MY;:KF_%S_@G5^Q)\>/BQ M;?'XN_LX>
_/'Q2MY/#\LWBG55UR%M8?PLPF- OXFT73[6LO#WBUM#DP=,/
MB;2M5^Q@!82H^4>C6_J8G[+UQ\I_V :AM_CM\Y_V>(XY)#\88_\$5J_@5DBO3 MI\CIKBCI/(HOE-J/+W W!\$:
[F!KOE?_@J7_,\$I/"\ C8?M>?9/"MMKIC MX5FUE_\$_E6R^(M1LK G4;+1E62U2>6^N-
/LJ\6&*)R+>%W8J@!R6*G523YYT93BG-1C*7-+^)MW+?G4)/C9I/I+/PKMOB3XM; MQ9)K^M-
I5[=:>W'CJRFT[QC>0^\$+R^N/I\VG7_B>PN+BSUK4-.T"SO=0MYI(MIYW1R#%\;? \ @F7^P5\&O#/Q- \(?
#GIE[X;>_#7QD*GP+ \2='EM-8UVU\3 M>"=T\B>\$)\ ^A(=5U:72_#4.MQ)/::'HLFG::W'EW-
M;1SP021Y6L_\%5/^ M"=7AS2_#^O:_ ^V\ \$M&T7Q7HEQXE\ZKJ7BD65CJN@VFKWF@W6K6IW/;) \$+._M'6-
/O=._>25H_! *MI4P0H8^H: P#MX?L;>%OB1X0^#_B3I\I7X0Z)\3?'MIXFV^KZO#XQ@BN?"
(V22+!8W/BFWG@N/#EEJ4UG>:U%*CZ=:7_-#_M
+:5XS_M5>TBE*+>+Y7I)QE&4VU>7LW!.+:I SE3U<;M*&7QJ\, <"I23NHX=:
MU%RVY>5*(U)Q3<=:RNM'XW; P#!)G_@G+;_#_X^#'\I)7PTC\ W7C"V^(,E
MB#XF_MU/&=EIYTFR\16WCAM?;QO87MII3'2[46?B***&P=[.)*;5C&;_(I_MX)4?
\\$[O&WA_X:>%_SOI(P\IO)"^&C3^&A]816.KZ:-%/76IOK5YH-W=: M5JEE>>)=&O-
9DEU2ITGQ1<:S8WNH2RWEQ#+/(\C?2WQW_:9^ 7I+_A>R9_M M"?
%CP1)\/#>J:G'HND:CXSUJ#3FUG5G02_V;HMB!)J.L7D4(:YN+?3K2YDM; M5'NKA8K9'F6.Q_:?_9IU/P?*_BI?
QC^'VJ>"OCAXDTKP?'_ \$NE>);'4M+ M^)'BK6TU"73?#WA":S>
<:QJTT6E:H\ME;*TUH-.O3>+;K;3F.5BLXG3C46+S M)PJ5)\M7VN=-.KW\@ \;? \\$I/V(OB\8_#7Q^?:LT?
#;7/B[X0'A+^P_&\$NF MWUI-&? *PQ>IWU+1M.OI/P\KTOA"&VMX?#_NO:5J]IO\$@6G^_ \ M@GC^Q\
#+XWZA^T?X" _9P^'WA;XT:EK'B+Q#\XTTVUU1&MO\$(BTD^)]?TC0
M)M3G*Z%KFOY8ZKJ^BZ)8:C>LIM/<.TC9^D=6^*OPIT/XB>%/A-JGC'0++XG M>-
I\$0>)"?7@2748!XFU[P_X4:R3Q'KMCI;KA\T>34I/@O=0>-+::IMX3 M)YC%!\R>&?
@I)^PEXS^)\VE?!GPO^U- \=(8^*VN>+;GP%HO@.U\I?&\$K>, M[2:IM[GPU86DUM']KU:&73IY)::W:5U%K-(
43-*;-:D.6%?'3IQH-R7/BY MQ^KSI9H>.O '7N
M"/6I:X8N\5IRJRDHJ8WO>/R:ZZ[G9W7GS>2YNB\ M/7N% %%%4 4444 %%% % ! M1110 4444 %%% % !1110
4444 %%% % !1110 4444 %%% % !1110 4444 %%% M% % !1110 4444 %&.>G/_H+5_/A&_VH/A\^RY^W_\ \%>O"?
Q-TGXG^/% M7QL^,'P?U+X07=E\#_BQXG\+>-+BS^\$8TBVEM_%WACP=JGAE;>+7'MI"IGOI M6MH(>-
;B>&-'=Z\$64-C.>.]#CJ"/ZY'N >U1B.@<2.#]>/8 '('HN >^> M<[6%Q4MCFQ&E6E0E M"K[&=&O?CG^T78?
M&IX:?[QY\OBA\ (M=T?XDIX?X\?"GXN>'/\$&B_"C3)?\$&AZ9X4/V'CGX? MV60^"K+P1X"NM>T7Q)I&LV5I-J-
K-!D7/VC?C\ P4? \ %5M\-/CUK'Q% ::^ M!GP7_VL?V@?BA\ _/AS2_BAIFM?!/Q/X9M=++_L^_# 'Q#I?@C0-
9\3:=? MZ[9PR^,9?!VNV-CX=\4:Y=74&IZA9KL-?VA>6<8+L>5(R3QC\98Y^ \SN2JR3E4YT^>_M+J)/>L^:E=
 \NEC M^=7I@GX2_\$OQ\!/\^"LOPC_:8\(?%9?'/Q?^)\WB+QCXFOO#/A&3P/XE^)\WAW MXJ_L^"K.V\5?#
(:A(NB2>(-=N=%U;Z4EXQT;7D.E:IY+.B#\V/OB\I'P M*:_\$%^_ [6'CG7/'GBGIF'\B3I]@C7?
@_6M>_L6>_V>O\$G@2+Q1X\^'.@? M#SX9>/?#VIP02_%XE:7+IDNN^-3\+
^#O"MAHUSK5I+&-5O)I_].3%G^,@_M9)(XP2>2<=N>?EP0>_7/_^,?!'A;X@:!!>>?&NC67B7PWJ\$MG+?
Z)JD;3Z=? M&PNX;ZUCO<+JW,"W5O#+);S;X+@)Y5Q^+"S1G&\$%Y8^>7 QJAC^53I4:W)
MI-3PV'PE5T;KEC*-.AS0>CYG9W4+1-)92U#"JGB).K@VYTZE6/-[2?MY5H^T MY6I*.[3XJ_'O MPK9:B/!7A?5?
V>?@U/HGC&\&^(\OB'K'C=>%I\#G^(\BVY\+;?;Z+J#R7NM6& MFZM:PP*0M^8?
P5UOIN!=8^!'I\#_NV/[37I+FG_LZS_ML/XPM?APU\K&C>) M_A%?:?#7XE?
LM^'O^%JVGAZY*Z_<:6MXOA6/5I%6VNIKW38-"L+.TF.BR?U MUI;I'D,>\$AC18TB152-\$0!4140*%1%4(J*
H4:0_840XX\Q\9!Q\N!@DY MV]*A;J-SJZ_%WQEI' MP? \ #7P[L=.UG1)M.NK+3?
\$NI>_O\$5YXQLM9MX'T#1+.Q4!M7P-\2\ @I7\ M'?V/O\$?A[PSH/QG^% T+X(KJ_ [*A[X5^\$?&L]IXB\
(ZU^UIJ.GI2GC[XMV MYTE\1T/XX>#_ %J-O/\?#4MK#';^\$KI4/\$'A^UU35"T<7I'P*Q.N?WK\DGG M!^G4'
P.#TSP>:4Q_LCI_ \$< \#_ZD_B<<9Y&:I"?%.)I9% @8KVJJRO*\$I M';WP\^T-I/P_U#QOH?C^ \:ZIX M%NO@M?
11:%8:OX^T?2_ '/CVWN?%4NI0:'J6IZ!;7QNETJ&VG\$,&[Y?^-"K MIN3X#? \ !);X >(\# 'QV\%O#OPO\
V=O#7@7XK_! /0/\$' MCSP?I?Q%74+I0I!_X2C7GLO!E\<:1KT7B?3TM[\$6EYJNIA0CL?ZI6BW_#>X(M((;
Q)R"#QD\$#IV&>>M-)5M[Y48!R,XP!R>I&03@D@\\$ 87'_LJ1J1UJD,% MAHTZ^84<=4H.\$""U"@Z2P\8QA&\$:+-?
^!OBCI@33OA1;W/Q@U#5;7PS#X-U3Q MO>:HNJZBWBB+Q.GBA/%\5II-GH";7:7SGXR?"_ \;@^)?LWASP-

JJ0Q5 ;?^ M+UY^T9_P3*TWI;XJ^'=;N|=M;K2OCG\\B3X\\U6/PEX2B@TG2AX*UI_!6J> M((IOX>FY36?%EIX?
TRXN+>; \\R\$ V>B#&)9-H_ASQG!&>-X<1\\D:"64X/GI\\GM9OV474<&?C-XGT'XP:-\\4 M9+ZT_9ITG4?
AOH'B+7_ "@JZ^(LFF-XI\$Z_9IM%DTW5/\$5G;Z)K&I6=GND/I M0_\\! *B;ILCX@_& X|^) P!K'XN'??5X?AAX,_
V@>"O!GB;P_>^ OAOXB\\U/ MOE\\-X|8|6>_VT.I\\LV.I^((I\\JVM+>^M;5'L-)U2XO7N|5;^6-8/WC\$1!)\\Q\\
M\\Y'&23G\\=HI 8'84IB)&-|9 P#UQTYYZI,D'()P2,BIQ^?K&86IAXY;A<-
M.I35*5:'LZE3EO&;DISPT*BDW'ENIQDHRM"25S3#90\\V6C5>_KU8PG>-*3J1
M@DU+=>U<7JTI.+6FJ9_ '\$J6G^_9 BO\\&GX8R6/Q(^.(O?) #VS_ (6KX?\\ MV-
A^R7XGT^W^).CVWQ<\\VZOIOQ+M?VKE*Z:OAG0?#YBD_LX?#F;X,:-K6K>'?"^NW=YX7\\47=GKL5|HH_%"*?
5)/#TMGX?EO-8L_#D^KZI)<2VOAO6Y+=NK% M|?
S+)9_|=+/4.XXOU\\|\\|3U|GD9QT0PD@CS'&0>>IY7:3SU|>>XR>IS53B MJ4Z=6\\ 9=|2J+FDWB'4A|2-
<*M;N|%|%-4?8\\LKS'(%^5 M)_7Z|5-|6E%N#J0G*-/&K%|:27N|#:E)/F;\\XD_C%^TA^W'X"N_!GP3|3_M M ?
M%:9;67B#|N|X5?L|>(-2^*1^#7C67Q|\\)_BI;:3%|C3^T|X^\\3Z'\\'CK MX)6'AC5|*R2XFM|32O\$;V6HW"7+/%")?
Z ?VI?A7XW7_ ((^?P_ P9X|\\1W?| M3?Q@M_V0_%(U/OXND6'C;5O'WCO6|\\CW&K:MX/MM+TR6*[M=1U&XDC\\-
IH=B MK3;:'I\\D"-S7M_ |6?| P37_ &>\\VR/&-MX^\\^\\)VI_ %GP|XH/POUKX):_?#/?
MXC:CX/M_&GP@\\1:E<:OK7P\\|7:9|EU+3-4T'4=1N9+F>6&SL|7W"-4U-(XHT M7|%^&GPT?'?"X?
>"OA;\\V M*&@>"\\AYX8T?P?X1T:*XN+I=*T#0;&'3M,LQ< MWDLIU<&&V@C5|F:221@S.OW\$5AC-#\$X:O|?
%TZ=&G24G&4> M2,<73A3J5\\DTV\\4 ME*G>\\DU*4XO2U|_R7\\U|/7_C7XJ?|!PC^QCX8U#QM^U3^SG_T_X|_-
XC\\.: MA^RAX(\\2P>(_ %?|FC>%_!5KX\$^'7Q.C\\>\$M;U&"TDT*. =K/P|KUAIVBZIJ
MGVJSU;4K)H(P/E37OVC/^"P/PEUGP|8>_ _AH3Q1> LRZ+\\.OV\\C+!IGAK MQ)?K8? /CW2?
@UX=\\2_LMV9TFPNM-U?5?#>NZM|4M7_.\$'T>:YO-';3HD: M VZH: LX\$_.@.XR2QP<\$DG/).2>>G.>Q)!(IWE
<.PZXQCC.>Q!&Q<7=7 M)G.;E3QV*H1_ =)4Z3Y(*,<(6C",U&"4H*2C&*^%Q?.I7E_%QXP^(O\\ P5+\\ M_ %7X-
^\$ _7QS_);|>)?%?PL_9^+?P=3|\$(^)6MZ+XC|;_!|^)7_ "3?&; MX?>)|\$*Z'='^'_%^ /#|Z|/5QX?
^).K^X?"/AM8KRRN+F6!\$;|:OV+|(_ M)|9?\\\$J_VB_?'|1/C3XW_ %XV?
%GP)^T|;W7A'XFV%|9WOAFTT%/B+X8|)^# M?_ A&73+75K.QO|&&VEBEG2|U#7&N;61))
(X|3='^|B;:1QD8.#CGN:SQ>>_ 6:-C#+<'AO9UZ%9SHP|1E45"<
MYJGS*BIQ4^;G:=I"*34E9*Z&4.C5J59XW\$XCGI3HPA5G-QIJJDI5.7VCA.4 M;-QYH73FI-6T_BM_85^_|K\\'?
&_|%/OV^)^K_!<^_/@K|EG|B'XDZ1|6+RU_M8\\5_ V_8PMD\\(^%DO;&_U-?"WA4_&N^\\32:3!X5:UN8|8N|#!'-
XBMY8H| MFZDD =;_ (*4_&SX0>*\\V6_#7@GOWJ7|0OPQ^&G|7'@2|TS2OVI?@U|&3\\5-
M1^!=AK6D:%XEM8O%FC6VA>+|;\\-S_\$7P|=W?A6"YM?"^HOEKG4+|S3;U;6| M7|6O%?
@|PYXY\\.:OX0|8:9;^ (?#.OVAL=:T74 |V6IV;C;W<<;QF2WE9%\\ MZ_ L4R@I(K1LZMM6EA;V-
M!9V4:6EI:P0VMK;6|<<,%M;6|:0V|O!\$BA(H88 M8TBBC0*J|JA0_!2QF=0Q>-H8_P"J5J>
(H5)N|B:48J.G5K0J)T)5|5_!CQ'IW MP^T+QE=;)X4|6>'?A/I>GWUGH&H^,? 5O%XNOM U22VE37-1E:>"V2Y,
(?\\ M'GP'X_.;|(_ :4_\\ /\\ "WPFT#1M|_90\\ /\\ C'F'|@|PM|1?"|SV|-(\\6?\$ M>|M|_P ??C/K4|6D6_B.#PYXGUNWT+X?
^\$|]"P^E MBH3IM4*E9WISJJK6C756LXUJN+BO8U*D7348.HHN\$:FFT<
K4(SKU:D+J1@VG;7^=W|O'|J3XU?|?P#\\\$YOVA\\V7_A! M%^VC|1?&GQ%|_!GXW^ /A+\\1?
VE/A)^RC|)-3T#PW#X|^+OBK4|;P?|JOBFU M47(N9=-T?P)I5E#;^_
|RVTN.|NAI=IJMO/^O/CGX3:1^S=KWC'5/@-XQ^-, M?|I/?Q(8-\\+>_ V59M= 8ME^/4'|4_Q3|)^)&3?\$'X'_%?
PGX^&^|I|J'PHT M3XA?&?43?ZUH5MI?P|M=9TCQ1-J-|K|-OH5N9_ |H?*" |#W&|SD\\^AZGMCH
M>H%*8SG(D8<@GI@X&... >^#GWP,5WX'B#ZC2|E#_*TXU8XB-/\$SC0K.=2A4 MINE0JQO\$<-
&C|F%4H1C.;E0J8F,W|6K3K0YL3E\$<5-U)XAN2Y.24Z-.4X|K;E M|1Q4%54DUO'FC4IT9*7)&=.I^#_ |>>O?
M%^(/V!|?V4OV6OA|^SMJ|/&+6|_X>^'&DQ^'=(O/ 7A MYM9,UE)'?/HUJL|L:&OSR^%W_#8GP^\\6?|;_ ()Y:1X(_
(8H"Z9^WUK6O M:#:?"2\\D|9Z/H7|?\$Q;^#7Q.9V?P^A^+&BZ'<^#&+T_ %C3M0TX38@N|/#<
MFI>'+:TB:ZC@ED_KL\\KD_ V#U'/'&|D@ \\#'.<|<\$#BD,6VTD_+@\$ << M8QC(SSG)SGK6-
#//88>I066X6HIU<9BXJ52JHT\\=B*N(G3K+G59|E&E6CAZ= M.2J|M.E!OWF^6J^5NM4=18R03DZ-
+ #W@HI>PAK*N^?A1ILF7'A'1+VZO"TW: #;X@ \\ M%& A?*&CRWPO(|_ %?X?;%K5_P#M|_ \$|ID>S|!>\$/%T&J?
%G|I3Q%|5M/U?7 MU^//A^\\T@RZ#IVB_#K4=?\\1_W3|F#3=\$|3ZFMU>R:AP/C.#@LCP M-
G/F:=1S3C|6G449WH4^9)JU=2:IUZT(N\$O8R|RR*:G*?|IXK6+C%1YDHW MT=KU;W=E*7%-IU9;G1
M|,ENK=8G?\\R?V4/A_P#MC_LP?L_?IOXG:MX7|<_ %?XM?&?\\ X)D>*OAO^P'K M/_ "I+W3K_P#8_P#B|X0T77?%?
BOX.>)"\$5@D>AZ|\\5-"%C>:%|2->M+;_ U_ M5?!D7@_4YX|34(%?^T?R_5V/?O)G.21|?3'O'&|SG)+3"20?.D'|
|!7#|\\\$? M_"#C&>7-*2E..IIP;Y)Q MIS32BT?Q&>|K/XT?'WP8N|^%_C)_P4;^,|I(OP+^)G|GQ@^)GCWQG9?
\$30_MC/X-^*4^I^*M-;2C\\ V=|X;T+OCXFT|X=Z'>>^JZ-X6U:ZOAH
MFJOP-./K7|FOXT MIWG|57PKT3PY|3/VK?'W|05_\\9OVC=)_:"^!_P;M&\\: M;:^S+X7_&;-
&T*>7|G|QC%|JYX8L_#.B7^M::_ A'4;37O#6OZKXGU|6M4UZ MWUK2;2:*. \$?U?^2?
^>LG7/4'^|TR#_>_\\=7TY#"2.9)#QCD@C'/IGD?-|I@ M<\\G.E?
B)5:4Z|/EX=Q=*5*#|K%64Z52FY3_V*,G/F<|RE!P;<*+C*+C5222?+&E+EBY)J3:Y?YB_\\ @H!>?\\%2|WXF
M_L/>|O"OP""^|U^U'X%U3|L&Y^&|AX#UOQMXJ^&6F:??|I-OB"P?6?%B34| M+LETGQ;Y#SCP)H^H36NG>
(_'V/2GN&ROMX/XN_\\V_:0!_#\\ /\\ :+^"P^&^ M(C|_\$. MFU/PUIW|3FHZOJ4?AA--\\\$:
M|IFMVOB2#QSH.HOILEK8R1KIL%|:W"RO_79Y.0078@XQTX((((3@&8X|4HB M(R?-?).>H|,8"3I|.
<8R:RHY|"-+ #TJN49?..&;<.532UKQK^S?M%6FZ\$91 M|E3INI=8>52\$W*:4DU)IM-..|I M'S|^S7^T+\\+?
VN.A;J'B_P \$V^NZKX>T#QKXH^%GBFQ|^?^G|M0'CCX=:C' MHGBRSO-"UJ-
W>.VU;"18YI8AYC_J(RX\\|7A&+XT_!+_ @G'87_A;1?B|?#? M#6M_\\%-_B+I7|3'CWX/_ ^U?1OCGX-
_96USXQ^|(IGQ5XI^%V6D>+&|GQ3#IU MT4T0G7|&T75;BTT.9K|3+>:) \$"_U)^\$? ?
A/P%I<^B>#M#L/#VE7>K:OKUW9 MZ=%Y:7>MZ_?S:IK>K74CM)/>=|S^IQG' MIP
<9YP20<N|J5>K^\\MA_\\V4N6,J5YO\$5'?V4X MI4J"E")RFM7_/\$1HRJU7'\$4Z%6DZU..5K6=|MQ=HUS\$H?
5XQ7+.,K5:W+*+F MV?P|0^.'?^"B_ P 5|IXP?"?3/C|\\0O!7ASX"?M'^!|O|0OQ_\\&>*X/VC8?V M%Q^T;\\)
|S4_'O@6"^T73YO%|'0=CH4/B>X^'6B^).:QU_5|%T|_6AT>ZDAC# M?7GCWXR_\\%#\$(OOI_9!_9P^)GO|9:O\\
!OO/&|_ (?;\$?Q#>7^H>-?B M?^S_ /\$SX6Z?_P_Y_!+Q#|JUKIVJ:CKVG?\$76/&MI+H&K:=8WUQ>^"M*M;@
M-&DD5?UE>4>/WC<;>PZKC#=,9XY 4_W>|CPCX9?LT_"GX3?\$7XS?%KPGI>J
M|\\1_CWXML/\$7Q^\\7Z|K>H: J^H)HMLUIX>\\-:7+J,LL>A^#O#D,MS_8?AK3(M|?
3K&2\\O)A&\\MO(Y|67\$="JY5*N3X-SHT(OPD)_OX^WA7HSA4KRE2I,\$*5%8 MF\$*="#IRGBZLIT9*%)T^<-9-
6IN,*>88EQJ5'|:*M'_&H-4MIG^+^|@CPK<>-?#7AG6WT"RT|(|S5|'LM-O=!T; M6)I;+2M0N;9(J^6_V?OVK?

@=*OBO_P5INI/\^\$ _Q^T_P)\1/VBO NLZ3XD^& MO[*WC1XO!GA.\I%VGPQU[XI:-H/B+P7::9XCT[P=1?
M= _J3Z-IVNZQ.D4?E _>P2>O7(P,\^YZI>37 \XIR MQ.,JO -4L9""0IE2Q7L>26\$J4ZD:\Y1P _).K+D:DUAHPK35?
F^L)1DI*K4=X)7:BZCM=\KC)19 _"M\# _"-G\)/\$>E^._\$ M'O._:A^!\P;^&^!\1?P@ _9C _&OOA? _L/Z?K?
B+IJG2O%MOX(^ (6L^,OCGX M.\2 _#7QAJ^F?\$ _Q/XUBN=)LO%|Q_.?#9QI)VG""HRE)I27\3-|V/O%'QQ_9?
V' _V)/V> _@/\3O!GI:_LC _M M^K\>M3U/X6>)? _./@&2+P/X^T3Q?=:I6[W1\| #0? \$|?;4\1MI+P|)H6OZS-
MXJ.JPWFH1VGE1NF7^TMX0UG|L|X\$? _/X=?L0 _L? \$|PK\0 _V7O\ _@GC3?!G M|1.FZM\&/\$GPI?
3)%T+X>Z'^< _L|2WFK:)X?M?B+XJ\1^ (M!UC7+7P|H-SK6E M:M'8RZ@VH&XU2<- ;WY9P!O; ^G/7CIC !P
0>Q.2.TABR<|WXP0-QXO)((MYYSCL!)7 _R\5TPXGJ47&4.#&;15*!:_C"MC,15L.IBDU6A7IN,75H1;YJ%+VB
M|A;\$:&H4Y*%)RE3G"2DW"H|I591A&=:5SE= MN _\ (? _7IH5O!NM _' _%OQ-H _QP^+?!?BW_X!CX:/G^W-X?
&!?#GPM M^_O|_-?Q/UFT\8:))X.C^*Z1V!=|U7Q|\+ _A+FPU2SU*W!\^+)OAYX@O;>S&H MZW;M), _Z" _\
!+7XB^)/V:?'^<'<Q:US4@\IXX9 _"G|G7XF _"R^!\^J?#SX, M7'@+XU _M5?!C1|2TNXM?
CAK/PEU!= \$U"\^C"> _UG4|2;V+9SU|G|D=3QOXTI\Y)\Q\G.#QD9Q@>^W!V|LD9/ M/-I)7<5& _LIPC6C?67-
FY\K;/XU/CM^ MT%XQ\6?|KGIH X&:+^V-X-^!G|2WQJ_9@|\\$>'?C7\?# _CCX-KM|/*V?
M|/_7B#0 _&LES\==^+MOX.A\;ZAI F@6MSX7V/\^ _ .T/%ABTR|UZ#1Q4 M6'|9 _P"U5XG-^&/'7|0O|0O|\%?# +P?
XT@:\ZY^U MKX<^_G00\+ _#./XC:9H AG5M8O6\4Z#I/A^PU: ^NX=/*^-+6\$W.KZ|#)' \$Z M?W"&/G/F2
XQ|XXOD'IOW<^X4"&<9SX79 LX _#2Q _0UW|JN"#7A\7/\$7PA MT+X'ZI>:-
X@U!O#TG@/PIXIU;OAIMO%X; .ATV#5\$UO6KZ675(XQ<2PNL)P%R>
MVEQ#A%2G3J952DX4.6A.4X8BI*5.G0HT;Y5L)I"4(U)5:KHQ?ML^%O'.C^(/%?
@:_IHCX=ZO9^)O\$/P\T#PY PSYXKCT?Q+V _M/AUX&\#VOA'0?"OB#XIVNA7W@OQ7: ^ (O%?
CV#7%N(M6EMXYI=&_4O _@G+? \M|7/A#|HW|EK3 _BS\6/VE _BOX; _:- _P"">C?&/XVQ?&NWU6\+ ^#/CUX? \9>'
M-*TZT\,POHVG:?\ _#06-1V:/I>V^J>\$Y91=ZFMB-5EB\XR%?Z%!"1TFDZ8Y. M2.2>"
(|A@#&T8>L95BV|SDYVD\#Y0OY<9YRU7M545.4)JA"5/ZM.HZE.TE.<8PISG+EN==#*9T:SJRS#%5OWT
M:BIRE)0Y8R@^6SJ-EV2>OO _ACC|OSS1117SI| 5^_G _!<+1/\$N ML?LP _"*Y-^&|4=O"W|5_P _"O&FI_%S2O NK?
%>7|G+3 _#.N7EZ _OMN?A/HT M-Y=?\$6R_-2%+&Z\3Z7K&G-#JK75 _IEQ% &C_9NF.I8K@D8W9(I".GMS@YZY
M'ID'JP.*>"Q=#%J'M'OJ>T4.=T^:T9Q:YU&?+I-O6\$U=)2BU='B/\A _6L-6
MP _X>VIN/.E=QUC*Z5T|W@DK2C+5\LHNS7\ _B75|!\ _LS^-O%?CSP\3OC M%X|\=?
!6|X\$?'3P%^TQIW)WC;PG=?&|P1V/?%PGUCXG?\$3PE\ '-'&76 MI?!G00A|H&B/X7O9);#1%\?
3Z,NM:=;7TUZY3^C# _@I'\?A1>?LT:X4\;7 M_P? _'PW _E\ZMX6T _J#X-?!?
4/B/K'/T&NZ+8ZK8:WXE\,W7AKO%XG\ _M,GOMI<|UX4L|C _A"| ^>WN;NYL|R/3+G|/<1?J|J(SEB7;+'G#-
T&1@<|=3R.> _MA|"G"/|SN8GMR?U&>?4YY)Y)->CB#JU*EZ>8U;R-O@KI?P|\6>&F/V'|/OP\$
MMI? _GP6^%OO0AN/"7Q=M _V?-=>>2TUSQ#X=L(_&?B3PU=6-U>RW;W&HR:%* _M|U+8U\8ZSXI\8?\$?XO\
A7XG_\$3|H#|KZ7|D+|F_XO0G|G?|M|P _^Q-X3C^ (_M,OB0XJ _!GQ-H7Q8\>-. _@^\$%N9 _!OARZ33?
#OA#X@+|\\$|Q|-O\5)=/BES' M%>Q?V?>6,Y+-'=DX.?FXR!GOT!/Z|Q SCH<8QW.>H/I6
M^XBE2|NI8*#5;%U\7&"KI>PEB(QC-QE4H8FK.?NMKV DIT&JE15*\$K473RJJ
M+"JJ26)=Z6&HX:HJ,I2A=0G3BH7E|\81A-N--\ZY9J?;OOV^/'CGXZ M?L%Z1\(?VH| _!:\,?%;3/\$OB?XO?LX>-
E_8M@|0^"/VV? _PU^ (^B>/X% _" M;XY>|/""A749|NK _!X@67ASQ)X _\$W%I\+2|BGLM?%U|B?3FRO'W _"8\\$/
M^""@7|_-QM_98|Z/_^WE^VC|: _@Q|1O@A\X?"/Q|X|\-\$Z _IGPU@|40"WQ M:L=*U+PSX-T'X| _V+J-
EJQUCC+I=YX,%0+9V5I<&><2?V: ^44&1+)|I.3C&2 M.IQ@'@ >W)H"8 4,X|;/3&22"2<8P3UP./3@FMJ?
\$SHPC"CE:A&.)>+2AF&) MM&O&="M&-"\$J<8OPE:K23O6'JJ7-[T: ?LZ%25*2CDFJJ2Q4IS4%2YIT*3/O\
@FWXU;7=4^\$G _"J= M8^+#+>+OVQ:/X'ZW^TU8?"76=6^#3>&7\+Z|'=)TW6X|5C^+EY-/H\BC5|!
MNXM\$FC2|L;K3|Q?;- \KOA;\#O^"A _A'|E|PA^T\^-?V:|+|1 _#?|F7|EW|LG M4?@'+XG\7W _PL^,4'|1?
Q0\8^/=|2?MJZ%| _|KP/K2=^2455<;+VDTG/G:3 M7\;?CW3 _./@L'X")#|MCQ+|"- UWXP _&*+|@CX5>
_ 'W@SXPZWJWQ/^\$'P0 MTKO9X/N?' _@&^'\WPXDU?3=2^-7BG5M3UKXY^)+75;>WTBPN)Q>636^D3:/ MV-
(_#J\ _:U_X*67_P 2?\$OPP3PG!\ _^">EC-H/PZAU+P:FC0?\$?|L;XCZ.P M^(7Q" T/4M1T'3KCQ7X6^\$ _@:Z@/*^'?
\$MBT%G>>+9U/4+,LUF37|+&(DD^; M,(D\$X(&?49QD \XP?DSE<'FG+'M;<69L# ST|JN@Z|L=L<9!SQ.?
5,1":C@L M-AZCHXG#0J4)580AA\35P\HTXTU*W^SX>G6H4^;W>:O5K)0E.3G=#*HTK*>(
MKUX*IOK2A65.3E6P|_WKE:Z=:JXUD;1IOHN;13E&-P(&,\>X^|I.I/0"G4 M45X1ZX4444 %%%% !1110 4444
%)D>H _49'J/S% KKN007^8M%)D>H _4 M9'J/S% 77=?>OQ:*3(11^8HR/4?F* NNZ^|?
YBT4F1ZC\Q1D>H _4!|=U|Z M_P Q:*3(11^8HR/4?F* NNZ^|?YBT4F1ZC\Q1D>H _4!|=U|Z _S%HL,CU'YB
MC(11^8H"Z|K|U _F+129'J/S%&1ZC\Q0%UW7WK _6BDR/4?F*.CU'YB@+KNOO M7^8M%)D>H _49'J/S% 77=?
>OQ:*3(11^8HR/4?F* NNZ^|?YBT4F1ZC\Q1 MD>H _4!|=U|Z _P Q:*3(11^8HR/4?F* NNZ^|?
YBT4F1ZC\Q1D>H _4!|=U| MZ _S%HL,CU'YBC(11^8H"Z|K|U _F+129'J/S%&1ZC\Q0%UW7WK _6BDR/4?F*
M,CU'YB@+KNOO7^8M%)D>H _49'J/S% 77=?>OQ:*3(11^8HR/4?F* NNZ^| M?
YBT4F1ZC\Q1D>H _4!|=U|Z _P Q:*3(11^8HR/4?F* NNZ^|?YBT4F1ZC\Q
M1D>H _4!|=U|Z _S%HL,CU'YBC(11^8H"Z|K|U _F+129'J/S%&1ZC\Q0%UW7W MK _6BDR/4?
F*,CU'YB@+KNOO7^8M%)D>H _49'J/S% 77=?>OQ:*3(11^8H MR/4?F* NNZ^|?
YBT4F1ZC\Q1D>H _4!|=U|Z _P Q:*3(11^8HR/4?F* NNZ^ M|?
YBT4F1ZC\Q1D>H _4!|=U|Z _S%HL,CU'YBC(11^8H"Z|K|U _F+129'J/S% M&1ZC\Q0%UW7WK _6BDR/4?
F*,CU'YB@+KNOO7^8M%)D>H _49'J/S% 77=?> MOQ:*3(11^8HR/4?F* NNZ^|?
YBT4F1ZC\Q1D>H _4!|=U|Z _P Q:*3(11^8 MHR/4?F* NNZ^|?
YBT4F1ZC\Q1D>H _4!|=U|Z _S%HL,CU'YBC(11^8H"Z|K| MU _F+129'J/S%&1ZC\Q0%UW7WK _6BDR/4?
F*,CU'YB@+KNOO7^9S?BW0EX3\ M|:)<>)?&WB/1??"AZTGL::ZUSQ#J5IL.E6UQJ=|!ING0W% _>RPVT,EI?
W5M9 MVJR2+YUS/'%F9'53YOKW|2GI/GA>V\<7GB3XU _" _0K7X9>(1%| _!\$N-6|;
M^';&'P/XK\1Q0SZ|X;\527&H1KH6MZS|/ #-INFZD;>ZO(I\$D@B=&5CRW|8GP M&LOVH/V8?C? \ |IK..?XF _#S7|
T*\OW:.STOQ _M*:A\1 _A'JW|47B7X0^* _7Q1T|Q M5\6/V||"T/Q1XFUD^-/VH?#?A2|I" _W6O|MGJ?
ABP@|1>&|"TZXA\1:EJ>O M3:5J5CJJ50V=HZ1QR3^OEVR\$RS\$T*U7'9G|1G1JR2H^R=2=>DH1GS4O _M(2;
MT53V\$+-5G*GXO\$XVC5C# #8-8F\$X)NK|2.
(TIN3C::NW)6JY^&GGP9X7T/QOXM%WXRT"\$^& !_B<1MX<\3ZV&O\ _B7: M%KPEB_LC4|GR|/4?-
B^R2R^8F6V/|0OP(U;:&=/^ _/PUO?\A) _!&L?\$KPZ+
M;QGH\$OUSX>^BXU|QMI02_)OO" ^BF*0:KK=OYFGV#1NMU/\$RL! _+|*O^""7 M|8|CXV^\$WB/XN?
\$/X0Z_IGB;XEZ=X| _;TL;+Q;XIU&/QI^QM\|5^%>M_LR> M#= @O?"-J=5\4))\Y-.\9Z;J\$VGZ?

967BG48I'4IT*#5;X@?@\$+?VO[KQ3\ M2=3^'OO ^\$6C:9IOQ1U#X*_L_6\B[Q18R^\$?^">'QE\4_\$:Q5\>_!-_IF\)
M3?V;X\AF^(9T[PMHMDU\HVVH;:HEI%>:K;!V5_0EE.11E**X@IR:I5/63C**KP
">@>//&OOB^&WA3P7XKTZ;5_"BGQ!XQT M'2M"\1Z7;646I3ZAH6I7E!%::K:0Z?/!>R36,DZ):S17!
(BD1SFZ=^U% ^S?J M\GC&+2_CO)\-1?X> ^&K7QGZX^Q? \$#PO)O\$SD6IM'I>AW,4T M+OZG=-:/YT2B7=
(H/Y=?\$3\A+X\&:XO_LCV?Q" ^"/I-4/L_!%7OD ^) ^G? M"IP\%X@\1:YJ?BSX ZI^S?^,?
A\K'BSPQJOA9M\$M B':^,E/IJZ#8W@T&ST M%8\ ^WOY\Y#\$WY\6_!%S\KIP\&/V??
#WPFTWIDG3/B'X%_9!\^-7P.^+R^(5 MN/\$\ACXA ^*O'/Q\TGXC ^\Y:YM-: ^M\IIGB:TB\%6%QIVG>*?
%VD7TOA'6VMT ML\O;"VC>/'CEF45*4%6S>%&O5E55E*C.G2IJ<_93K"OVEA\<"OO9\>- \!%U+POX+;X(>&-
A3:U'J,M MD;N"=[B&^:*=9+RS_L^*V:ZG)B9"WN6B_M>_LL>)/#FH>+ \!:(^#.L>%M)\
M0MX3U/Q!_Q%*W.DV'B9;2XOO\ "N KU-3, \$.J26=I=7,%F[B>XBM Y3;I*4(K
M^9+PU_P1(_QO=3^*&MZ\XP^!_A(_ \$V\ ^,D%I8>/?\$>IZIX:LOCS\!;;X5Z
MFMQ=Z)_#VB7%\X9U3POH,_#VBZ;I\IXCTW5\I[R(K":Q9+CUGP?_P \$@/VG M/'7QH ^!_Q4 ^+?
PB_9\$ ^\$ _\SX9 ^+?V,./#(C#X)_#3Q9KOB'PI00\I\,MMX\I E M\0_%34ED ^\VB:=<>+/\$=_P"
(M#MO#'\A.\LGGM=*TYEU\Q)=W,*R3\=7*N'X1 M489S2_RYG>;BK6N?T+:G^UI^R_I'@;P?2\4_!:\^#
MNG_#WXA:B=)\#>:,OX@>&80#7BW4ED>.:QT'6'U%:+4KB%HWCN8\6:0VK K< M>61BO!/@1_P4)^#GOB ^-
?QW ^ ^LZIX, ^\ COX5?'& ^ ^#G@?0M;\>:\$ B'XPP MV'@WPYXR?Q7X1T.5K2\N:&:SU\I
(I>&R_M\94A\3%745 ^%7QH_X(D?M6:QXO MUCQ%X(L?@IKO@G4_B' ^VWHVC_!V#XF:S\A
PSX6 ^&G\3OB\1/\$_A+QC:7" M#?Q\0:GHT6G7FD ^*?I6BZ?87"VMQ"V@ ^* ZN%Z\0\A @CM ^UEX9U#Q#--,
M\&_LKV_@OOC ^T\ ^SE;=/ :/'C/Q?J'OG ^\$?A3\G7P3\,M-A\Z#HVVH ^"WOO M\$%YXIU;PCJ?A_3U?
QC9VFG>%M3O)=<;5+N^2"S:RKAV-&J _C.M45Z27)3= M)JXVE*=.<)\L+<\\$DZSC)T&IRI)T?FOMDO\.<*<
<%-2^_HJCVBXJDW*-/;F M4GI#FM/R_?+QC ^V7\%K;1/'I?'OQS\ _C-XW ^&>L:I\I/C'X> ^/C\!_- U?0
M'UCO5IGA6\EUO5/\$>O6>D:*=)GU%WFM\1N8)KRYM_P'R+0/J=U;P/Y/ ^S1_P M47 ^"?QJ ^#7PZ ^*?Q)\1 ^"?
@)JWQ3 ^('Q\$!\>!O _COQ\H4&K ^ (K\IP%\0-5\! MF31GO6TO\2?5+[3H)42WMS'#>+06R33%D>7 ^>K5?
^" *W_!2#09XL3Q5XB\I) M\A?-X40_(:Z\:>&O%%QX_-ZW:7O\1'P\ ^--Y\00#7ACP7\ (I&L=\$LKVP\) MW\G_ _
(=KIUC5X_\$%Q-?W'B6>_9K;6U?_@A7^V79>*K\JQFG ^"/Q2\#>/(#? MBSX7I-<_%3Q5X\(/@PSJGQS_ _
.%IZ=XQFTIOAUK-J\I+DC3E\2D_94XTK ^UIFH-24 M6X3\ ^-1QR68YQ*M"?IF58P3E3Y'=0YI-
#Y\I/Q3HMS%XH\7*:T:OX9T%HKOOJFN: M9_9U ^;\3;/S;JU%I<--&BQ.5S-7_&B/@/X?
)=E\&=&=,7PUT;XLZCIQU:Q M ^\&J>-/!\AXSNM.\$3SB\B\W.H1:B8G@BDN(P\I+=&G16B4O7\ZW_-L?Q
M%\L/VZ?VLI/V8(/_?C_X2_L'V?C\Q+ ^R?X>\>77B'0_A;?MW?M'>!\I/0?BSX M.U_Q':?J.HR ^?
FB:))9ZKJ&@Q7VI:+J/CV6:S)KYYHF\!\? _!-K\I3X MA ^ (OVL_#GB+X0?L6>)\I;JM?5K/XGZ\ ^T7XR1 ^+=?
>_LS ^-M5_9\TOX5:YX M7 ^%7AD>"8=9U5O!\BFQNM8 ^%OB ^+Q:HMO:Z;J-S-
KND3WC>6O#/'YJV(A4ITZDXJE1BXU*SY&F_W\$T\A_X_9=\3: M\XF5>'OVA/@YK/ACP9K-OX=\6 ^(-.(GA6YT?
PYKMVUPEGI6LZA'JAMM/O; MQ\2Y2SBN7C-V\O,EL97C=5TO\O\4/I./Q\$U_P\X4\!_/'X4 ^,?\$_B\1+WQ)X
M7\>O?AS6-9U_0M-D,5_J>E:=8ZA-=7EK9N&%P\;&)5=W_1&8?S>Q_P#!
M'G\K+XE3>%\4= _##\IDGX.67@/10V*/A9??#GX<>-? \$6N>%?C?X7_9S ^* ^H ^M_,"Q: ^(\,I?
#_1TA5ZIH=Y#>:\$ _#EW9:M<7#O>6>NZ ^L+K_P\!5?#K_00 M_CX=?'P1\4O#7AOX\$>&8_#!5C\H+IK6;4?
#=[?Z9K\I_Q)\!-X8\(> M"M--GX3MTB\JUNW)U/P(MQ%X4L+=?M%CJDTTC(2IEV24X3Y\)*%<5'FC
MK'FO\3BYO?).!_09O/7C;T\A @0?H?7BG5 GR@GNGQ'7&,< MY!S-
D>H_5\XKM7>GEY7=GZ25FET;/NKR5TTIGH\IKLKK?>/5\1:3(I1^8HR/ M4?F*877=?>O\Q:*3(I1^8HR/4?F*
NNZ ^I?YBT4F1ZC\Q1D>H_4\!==U\Z_S M%HL\CU'YBB@+KNOO7 ^9 ^%O\ P_\$ ^&?)
T0;Q_P# ^%=X2_P#C=' _#\X9_P#1 M\O' _/X5WA+ _-U ^F?_QA ^RG_-&_#/_)FR _C='_QA ^RG_-&_M_#/_
)FR _C=?A7 ^K/CM_T<+A/_P_17_@'S?U3BG_H;Y?_.\$? _D#S/\ ^M'XGPS_Z(-X_/_/"N)\?)
!NC_A ^)_ ^B#>/_P#PKO"7_P;K\ _&/_V4 ^MC? \X9 ^\$S9? _&Z/\&/_V4 ^C? \X9 ^\$S9? _&Z\I6?'; HX7"?
(BO_#Z_MIO3_-#?+_ \P@C_/('YF? \Q/AG_T0;Q_._%=X2_ ^-T? \Q/AG_T0;Q_ M_._%=X2_ ^-U ^F? _#&'I*?_1O_ _
,,_"9LO_C=' _#&'I*?_1O_ _,"9LO_C= M' ^K/CM_T<+A/_P_17_@!\4XI_P"AOE_ (01_P#D#\S/\ ^XGPS_Z(-X_P#"
MN)\?) _&Z/\ ^XGPS_Z(-X_P#"N)\?) _&Z_3\ X8P_93_Z-_ \AG_X3-E \;H_MX8P_93_Z-_ \AG_X3-
E \;H_U9\=O ^CA<) ^ (K_P ^J<4_ \0WR_P_((\MR\! ^9G_#\3X9_]\\$&?\ _A7>\$O_C=' _#\3X9_]\\$&?\ _A7>\$O_C=?
IG_ _8 M?LI \&_ _S_/'9LO\ XW1_POA ^RG_T;_ \#/\)FR_P#C=' ^K/CM_T<+A M/_Q%? ^'U3BG_H;Y?_X01 \
D#\S/\ ^XGPS_ _B#>_P*PE \;H_X?B? M#\ Z(-X_P#_KO"7_QNOTS_P"&/_V4_P#HW_X9_P#A,V7_ _;H_P"&/_V4
M_P#HW_X9_P#A,V7_ _;H_P\6?';_*%PG_XBO\ P ^J<4_ \#?+_ /P@C \M('YF? \Q/AG_-&?\ _A7>\$O\
XW1_P_\$ ^&?\ T0;Q_P# ^%=X2_P#C=?IG_M_P,8?LI_P#1O_PS_P#"9LO_(W1_P,8?LI_P#1O_PS_P#"9LO_
(W1_JSX_M\?)_1PN\$ _P#Q%?\ @!\4XI_Z& ^7_ /A!_Y_ _S_(?B?#/_*(-X _ "N\ M)\? \QNC_(?B?#/_*(-X _ "N)\?)
QNOTS_X8P_93_P"C?_AG_P"\$S9?_ M\!NC_AC#\IE/_*_- ^&?_(3-E \&Z\I6?'; HX7"? \XBO_ ^J<4_ \#?+_
M_P#P@C_@?F9_P/Q/AG_P\!\$&?\ _/A7>\$O_(W1_P/Q/AG_P\!\$&?\ _/A7_M>\$O_(W7Z9_ \8?LI_ \1O _ _
F;+_XW1_POA ^RG_P\!&_P#PS_ \ "9LO_M_C=' ^K/CM_T<+A/_ _17_@!\4XI_Z& ^7_P#A!_Y_ _S_A ^)_ ^B#>/_P#P
MKO"7_P;H_X?B?#/_H@WC_ \[*PE \&Z_3/_AC#\IE/_HW_ _&?_A,V7_QN_MC_AC#\IE/_HW_ _&?
_A,V7_QNC_5GOV_Z.%PG_P"(K_P ^J<4_P#0WR_ _((M_P#R\! ^9G_#\3X9_]\\$&?_P#A7>\$O_C=' _#\3X9_]\\$&?\
_P#A7>\$O_C=?IG_P_MOA ^RG_T;_P#/_PF;+_XW1_POA ^RG_T;_P#/_PF;+_XW1_JSX\I'"X3_ \M\$5_X?5.*?)
H;Y?_P"\$ \$? \Y_ _S_A ^)_ ^B#>/_ \PKO"7_QNC_A ^)_ M ^B#>/_ \PKO"7_QNOTS_ _&/_V4 ^C?_(9_ ^\$S9?
(5WZ/\&/_V4 ^C?_(9_ M ^\$S9? _&Z\I6?'; HX7"?_B* _/JG%/_\$-O _"/_ _@?F9_P_\$ ^&?_1!_MO'
(5WA+_XW1_P_\$ ^&?_1!O'_(5WA+_XW7Z9_P#&#'*?_1O_P_P#P_MF;+_ _-T? \8?LI \&_ _S_/'9LO\
XW1_JSX\I'"X3_ \17_@!\4XI_Z& M ^7_ ^\$ \$? _)_ _S_A ^)_ P#H@WC_ \ "N)\?) _&Z/\ ^XGPS_ _B#>_P*
M\PE \;K\ _\AC#\IE\ Z_- ^&?\ X3-E_P#&Z\ AC#\IE\ Z_- ^&?\ X3-E_M_P#&Z\ 5GOV_P"CA<) ^ (K_ _
/JG%/_0WR_P#\((_"! ^9G_#\3X9_P#1 M\O' _/X5WA+ _-T? \Q/AG_-&?\ _A7>\$O\ XW7Z9_ \#&'I*?_T;_ \M_ \
PF;+_P"-T? \#&'I*?_T;_ _ \PF;+_P"-T?ZL ^W_ _\$<+A\ \17_M_ (?5.*? ^AOE_P#X01 ^0/S_P"XGPS_P"B#>/_
/PKO"7_ _;H_P"XGPS_M_P"B#>/_ /PKO"7_ _;K\ _&/_V4_ \HW_X9_ \A,V7_P;H_X8P_93_P"C_M?_AG_P"\$S9?
!NC_5GOV_Z.%PG_ _.(K_P/JG%/_0WR_ \((_('YF? \M#\3X9_ \1!O'_P#X5WA+_P"-T? \#\3X9_ \1!O'_P#X5WA+_P"-
U ^F? _#&'M\I*?_ \$;_ /#/_P)FR ^-T? \8?LI_ \1O _ _F;+_XW1_JSX\I'"X3_M_P#\$5_X?5.*? ^AOE \X01 ^0/S_X?
B?#/_H@WC_ \[*PE \&Z/\ ^XGP_MS_Z(-X_/_/"N)\?) !NOTS_X8P_93_Z-_P#AG_X3-E \;H_X8P_93_Z-_P#A_MG_X3-
E \;H_U9\=O ^CA<) \B*_ _/JG%/_T-O_P#"N)_@?F9_P_\$ ^&?_M_1!O' _\X5WA+_XW1_P_\$ ^&?_1!O' _\
X5WA+_XW7Z9_ \8?LI \&_ \PS_ \M)FR ^-T? \8?LI \&_ \PS_ \)FR ^-T?ZL ^W_1PN\$ _!%? ^'U3BG_*& ^M7_ \

AI' .0/S, X?B?#/ _H@WC _*[PE \;H X?B?#/ _H@WC _*[PE \ M;Kl, P#AC#lE/_ HW P"&?
A,V7 QNC AC#lE/ HW P"&? A,V7 QNC 5GOV MZ.%PG XBO #ZlO3 P!#?+ _@C P#(YF?
V/Q/AG T0;Q P""=X2 ^-T? M/V/Q/AG T0;Q P""=X2 ^-U^F? \ POA^RG T; \ #/\)FR P#C=' #&'I* M? 1O P
_P#PF;+ _-T?ZL^W 1PN\$ \$5 X ?5.*?^AOE AI' P"0/S, MX?B?#/ \ Z(-X P# KO"7 QNC A^)\ _P#H@WC \A
"N)? &Z 3/ (8P M 93 .C? AG . \$S9? \ QNC (8P 93 .C? AG . \$S9? \ QNC %9=\O \ MHX7"? B* P# #ZlO3 T-
 \O \ ""/ P @?F9 P \$^&? \ T0;Q P#^%=X2 P#C M=' #\3X9 P#1!O' /X5WA+ _-U^F? OA^RG -& #/_)FR \
C=' M OA^RG -& #/_)FR \ C=' ^K/CM P!""X3 /\$5 P" 'U3BG H;Y? \ M^\$\$? D#(S/\ A^)\ _\ H@WC P#*\
[PE P#&Z/\ A^)\ _\ H@WC P#*\ [PE M P#&Z 3/ AC#lE/_ *- ^&? (3-E \ &Z/\ ^&/_V4 \ HW X9 \ A,V7 P;
MH U9=\O^CA<) P#B* \ #ZlO3 T-\O /""/ R!^9G \$^&? \$0;O \ M^%=X2 \ C=' \$^&? \$0;O \ ^%=X2 \
C=?IG POA^RG P!& P#PS \ M"9LO C=' #&'I* \$; /#/ P)FR ^-T?ZL^W 1PN\$ \ O?%^ 'U3BG H M;Y? .\$\$?
_D#(S/\ ^XGPS Z(-X /"N)? !NC A^)\ _^B#>/_ P#PKO"7 M P;Kl, ^&/_V4 ^C? \ ^\$S9? &Z/\ ^&/_V4 ^C? \
X9 ^\$S9? &Z/\ 16? M; HX7"? (BO #ZlO3 -#?+ \ P@C / (YF? \ V/Q/AG T0;Q .%X2 ^ M-T? \ V/Q/AG T0;Q
.%X2 ^-U^F? #&'I*? 1O _ "9LO C=' #&'I*? M 1O _ "9LO C=' ^K/CM T<+A/ P 17 @!l4XI P"AOE
(01 P#D#(S/ M ^XGPS Z(-X P#"N)? &Z/\ ^XGPS Z(-X P#"N)? &Z 3/\ X8P 93 Z M-\ AG X3-
E \;H X8P 93 Z-\ AG X3-E \;H U9=\O^CA<) ^ (K P ^J< M4 \ 0WR P ((\ R!^9G #\3X9 l\$& \)
A7>\$O C=' #\3X9 l\$& \) MA7>\$O C=?IG _8?LI l& S /"9LO \ XW1 POA^RG T; \ #/\)FR
M P#C=' ^K/CM T<+A/ O?%^ 'U3BG H;Y? X01 \ D#(S/\ ^XGPS .B#> \ M P * [PE \;H X?B?#/ \ Z(-X P#
KO"7 QNOTS P"&/_V4 P#HW X9 P#A M,V7 ;H P"&/_V4 P#HW X9 P#A,V7 ;H P!6?; .%PG XBO \ P ^J
M<4 l#?+ /P@C \ (YF? \ V/Q/AG -\$& \) A7>\$O \ XW1 P \$^&? \ T0;Q M P#^%=X2 P#C=?IG P,8?
LI P#1O PS P#"9LO (W1 P,8?LI P#1O PS M P#"9LO (W1 JSXl? \ 1PN\$ P#O?%? @!l4XI Z&^7 _/A! Y _S
(?B M?#/ *(X \ "N)? \ QNC (?B?#/ *(X \ "N)? \ QNOTS X8P 93 M P"C? AG P"\$S9? !NC AC#lE/_ *- ^&?
(3-E \ &Z/\ 16?; HX7"? \ MXBO ^J<4 l#?+ P#P@C \ @?F9 P /O/AG P!\$& \) A7>\$O (W1 P / MO/AG P!\$& \)
/A7>\$O (W7Z9 \,8?LI \ 1O \, F;+ XW1 POA^RG M P!& P#PS \ "9LO C=' ^K/CM T<+A/
_17 @!l4XI Z&^7 P#A! Y _S M A^)\ _^B#>/_ P#PKO"7 P;H X?B?#/ _H@WC \ *[PE \ &Z 3/ AC#lE/_ M HW
&? A,V7 QNC AC#lE/_ HW .&? A,V7 QNC 5GOV Z.%PG P"(K P M^J<4 P#0WR _((P#R!^9G #\3X9 l\$& \)
_P#A7>\$O C=' #\3X9 l\$& \) M P#A7>\$O C=?IG POA^RG T; P##/ PF;+ XW1 POA^RG T; P##/ PF;+ X
MW1 JSXl?l""X3 \ \$5 X ?5.*? \ H;Y? P"\$S9? \ Y _S A^)\ _^B#>/_ \ MPKO"7 QNC A^)\ _^B#>/_ \ PKO"7 QNOTS
_&/_V4 ^C? (9 ^\$S9? &Z M/\ ^&/_V4 ^C? (9 ^\$S9? &Z/\ 16?; HX7"? B* \ /JG%/_ \$-\O \ ""/ M _@?F9 P \$^&?
_1!O' (5WA+ XW1 P \$^&? 1!O' (5WA+ XW7Z9 P## M&'I*? 1O P, P#PF;+ _-T? \,8?LI l& S /"9LO \
XW1 JSXl?l""MX3 \ 17 @!l4XI Z&^7 ^\$S?) _S A^)\ _P#H@WC \A "N)? &Z/\ ^X MGPS .B#> \ P *
[PE \;Kl \ AC#lE \ Z- ^&? \ X3-E P#&Z \ AC#l ME \ Z- ^&? \ X3-E P#&Z \ 5GOV P"CA<) ^ (K _
/JG%/_ 0WR P#(\ (M "l^9G #\3X9 P#1!O' /X5WA+ _-T? \ V/Q/AG -\$& \) A7>\$O \ XW7Z M9 \ #&'I*? \ T; \ _
PF;+ P"-T? \ #&'I*? \ T; \ _ PF;+ P"-T?ZL M^W \$<+A \ 17 (?5.*?^AOE P#X01 ^0/S, P"XGPS P"B#>/_ /PK
MO"7 ;H P"XGPS P"B#>/_ /PKO"7 ;Kl, ^&/_V4 \ HW X9 \ A,V7 M P;H X8P 93 P"C? AG P"\$S9?
!NC 5GOV Z.%PG .(K P /JG%/_ 0WR MR \ (((YF? \ #\3X9 \ 1!O' P#X5WA+ P"-T? \ #\3X9 \ 1!O' P#X
M5WA+ P"-U^F? #&'I*? \$; /#/ P)FR ^-T?ZL^W 1PN\$ \ 1O \, F;+ M+ XW1 JSXl?l""X3 P#\$5 X ?5.*?^AOE \
X01 ^0/S, X?B #/_ H@WC \ M* PE \ &Z/\ ^XOPS Z(-X /"O)? !NOTS X8P 93 Z- P#AG X3-E \
M;H X8P 93 Z- P#AG X3-E \;H U9=\O^CA<) \ B* \ /JG%/_ T-\O P#" M" \ @?F; P %&? 1!OB!QT P""O) \)
PK "7 QN MOTS _&/_V4 ^C? (9 ^\$S9? &Z/\ ^&/_V4 ^C? (9 ^\$S9? &Z/\ 16?; H MX7"? B* \ /JG%/_ \$-\O \ ""/ _
_@?F9 P %&? 1!O' (5 A+ XW1 P M \$^&? 1!O' (5WA+ XW7Z9 P##&'I*? 1O P, P#PF;+ _-T? \,8?LI
M l& S /"9LO \ XW1 JSXl?l""X3 \ 17 @!l4XI Z&^7 ^\$S?) _S A M^)\ _P#H@WC \A "N)? &Z/\ ^XGPS
_B#> \ P * [PE \;Kl \ AC#l ME \ Z- ^&? \ X3-E P#&Z \ AC#lE \ Z- ^&? \ X3-E P#&Z \ 5GOV P"C MA<) ^ (K _
/JG%/_ 0WR P#(\ ("l^9G #\7X9 P#1!O' /X5 A+ _-T M? \ V/Q/AG -\$& \) A7>\$O \ XW7Z9 \ #&'I*? \ T; \ _
PF;+ P"-T? \ M#&'I*? \ T; \ _ PF;+ P"-T?ZL^W \$<+A \ 17 (?5.*?^AOE P#X M01 ^0/S, P"XOPS P"B#>/_
/PK "7 ;H !<3X9 l\$& \) ^ !5 A+H> MO \ F* 3/ AC#lE/_ HW .&? A,V7 QNC AC#lE/_ HW .&?
_A,V7 QNC 5G MOV Z.%PG P"(K P ^J<4 P#0WR _(% P#(Y@67 !;3X1Z8MPFG?l) ^ M/ M6lNIK ^ [6P \ 2^"
[5;F_N2# \ P * [PE \;Kl \ AC#lE \ Z- ^&? \ X3-E P#&Z \ AC#lE \ Z- ^ M&? \ X3-E P#&Z;X;=WK+Q#X4 \ P *
[PE \;H X?B?#/ \ Z(-X P# KO"7 QNOTS P"&/_V4 P#HW X9 M P#A,V7 ;H P"&/_V4 P#HW X9 P#A,V7
;H P!6?; .%PG XBO \ MP ^J<4 l#?+ /P@C \ (YF? \ V/Q/AG -\$& \) A7>\$O \ XW1 P \$^&?
MT0;Q P#^%=X2 P#C=?IG P,8?LI P#1O PS P#"9LO (W1 P,8?LI P#1 MO PS P#"9LO (W1 JSXl? \
1PN\$ P#O?%? @!l4XI Z&^7 _/A! Y _S M (?B?#/ *(X \ "N)? \ QNC (?B?#/ *(X \ "N)? \ QNOTS X8
MP 93 P"C? AG P"\$S9? !NC AC#lE/_ *- ^&? (3-E \ &Z/\ 16?; HX7 M"? \ XBO ^J<4 l#?+ P#P@C \ @?F9 P
/O/AG P!\$& \) A7>\$O (W1 M7Z9 \,8?LI l& \ PS)FR ^-T4?ZL^W 1PN\$ \$5 X ?5.*?^AOE AI'
M P"0/J"BBBOW2WKlYl*%O7[P"BBBBWKlXl1111;U^ \ HHHHMZ > 4444 M6l?O
****+>OW@%O7[P"BBBBWKlXl1111;U^ \ HHHHMZ > 44446l?O
M****+>OW@%O7[P"BBBBWKlXl1111;U^ \ HHHHMZ > 44446l?O ****+
M>OW@%O7[P"BBBBWKlXl1111;U^ \ I&.lD8 \$Xl\$ Tl:9(0H.?O@=\R, MD ^QlT-:/5KKHU?2SLKZ:l-
:]&WND-60KM 7 #?;C:8KCY>N.S8Z9/(! #., Ml\4l>*=!) \ #+3?T? "0: P"(M;T;Q9): MZM?74^AIJ&G1WMRLJ?
Z*)&D<(H5^Q? _%&-)(ZO)H6A:+3?l6L>,+ \$^"+JY,, B.6lTWP J&H)
MI<<44lFDlG; ,SR.YlXC(=0H*O%Tl3&J\$;\ *ZTYT'B= *M0555 M7lS^A? M%C= \ * MR?
M'^*M>7l]#XK_LKWlO[&O,lG]07PJ^?PM^FI^--9^'A/QO8Z MYK'C3XF^,="l&MM0\.:?lECL8l3%l<7=
l&9@Ml-GB.<75O^"FFMZOl M2?M M: ^ (M% :V2> \ V8GG_X)LS?
'7?"GPITlXM6*P_M#FZ:7= \ A \ ZD=.GTF#Ql M-Y6G>
(\$EU,lWX/1);M+8RP,@TCPUFEY*47%+!T<4lDYQlJ5*T; ^l4X0;J+ M\$TO:-
S4E:4;l145*\$;0A"518ARG9>RFHVA.[C-RC%/_ MF=C^GMWVl.3^/_&
<>@YZTPRXp/E);GUQ@D9Q GWQ^6/PO X*?LM &'XS>& MA#X)\. ?M!ZlHWC3XD^+
(.>!OCV/@CXP/l_C3XE> EO!XJl;.-3((KBSB M:QN;&YT^+5-4M=.T:ZU&VD%^S!2WEOl4_OO :S^_G !0?PC_P
\$^ \ V5_C9H MGl,>C>&?V;:SlIGXW &F?X:Zl\5/&E]9:IXT;P+X \ ">?"#OBJ>#P lZSW23
M:MJ^07+37<<<8M;6V 5GDX895C5B)4<1!X)1PU;%U*N+4HTX4*%U4E^ZlK64
MKVBJ;HW3:NU=VZ)9A0lBJU*3Q*G7l8>G"A92E6K2Y8PG?"S @H3XTN?VK MOB[40BEKOA[lDM_V7 @l/!-
&T""7l>U#Q9l(/#4JZ#X8O? 4<\-K MK6L6NJ+I=Y!+ #=L! ,O6KY_X+E_l47FF_#EO"FE_M" ^/O&/Q-\ \ Q/U?1/A3

MX(^"BK6_BCI6K_IK4TTSXF>IO%?A+=!+X<\<>\$F^U7NHZ-J,Z)_9|A<3P7D
MQ>WCFT>3YE)N6&PU3&X>SE#\$X9="I!2E!U83FZ55P4X3@YNC&"J0J0/&PZ\>+!6^,T.D?
&#PCX\|3 "CXC^)?A%XC^-? M#CXC:I+M'NM;^(?P|!^*)M4\$2WWQ"\(V5C?KJ?AYK:'?>6%U;VEY=&/+Q?!
M|_@M;^QE\:/\$_P_%)\".67QXT'PE^T1=Z_H7P:~+WC;X,>*/#GPC\>./\"VG M:EJFN_#G1_!|RLP?
QK:6^F7B6^FM9)#J=Y;M9Z==W_HMIEE&;PYU++<3%TT
MI33BTXI^UM>\MW|\"OHKO|S5T|R5KCF.\"ERVQF&?-K%)J|DY0BFM;V;J02>S<
MX)7O\"O_!;7|D#7|2U:PU|PK^T MQ\+|9/A)\8?C?X U?XM_3Q?X L/C-//?@/9WFI?\$G4?A9#K0AU+6|_2M.L;
MK4+/2=4T|1;_%.QA^V6L31&)Y,O0/_@N9^QCXAMK04H/#!?|2VG:%>_3Q? M^TI-
=>UKX\$>*M'TSXX?\"KP#86NI^--5^#\EV4D|5W_A^PNA?7>F&#PN9;*W MN|NT\$T\$&|OY/F|5*^6XM)*
|;@TTKR6FNMG\"?1MBQ>XU=DT|K MI_>WU3Z;JU|H_9K.?NX_'/MT_/_SW7G QC/XX|/\^M?
%A7|OC|GGQW/7/ MV=/@KX,UCQ/X|6_M0_&_\\VF_AM=Z-X;O+OPY9_!ZTL|\"YMO\$7C'7(W%OX
M7DUBOXQ)T:QO-|Q?:O#60@#_\"(Z_MR_M4?;Q3)_@Y^P|;+K/ MQAT#P7|0OVPOC|8ZQH-EXFCB_9/^!-
B_\"7>&I:SN8W;3/\$GQ^17|CH7A;4 MH0EY'-87BVB.SMLG#99C,3BJ>\$5-
T:M6G.K'ZRW2C&G3=6,ZDY3Y8QI|I2E2 MYW:/M7&G\4ES%;8:CAY8GV|J|TXRC!NE::&TO+BI
MN8I|=2BFT^VM9KQ&C'F?BO\ X+=?L=Z%'X>;PSX3_>^*UW?_\"/0_CKXWT3X M6?
L\>/O\$ _B;X_#_+7|2FTC3|:~\"AAI2PU|P??/J-O<0GP^;\"^UF2*\"2ZMI.
M>W192XY3FDH|T_#B:D+3ES\CBE&%2I2E-MRBN3VE*I|3TBY4Y13#P+J%QK' \"VH?'OAGX<2)H&EK,9=;|
M,MXD|7:0D/B\"U86TFG&;4 AAC>E+*X|RE5<8TXI7=Y3NBC33=1MN2T@D^9|1::;332_2?=TXZ|P
M.YZXY.|V%-5RV>5X|>|3KSGO^?|K|>_ %7_!;|C3PIXZ|>#-0TK|H\"XTKX5 M_M\"/^S%|7_B|IOP4|3WGPJ^\$ _P
6&UJ#0=.TSQOXQ0K::I^KWUW:-8ZE9V| M|_ZBN9S C1E_B:3_@MW_PN\"V^/?AF;0_C|~R|;?\"|N+X3?
L|^%OC1|^SY M-7M\$|6:5XD>:3H5CX2|Z?KES9Z9X+|2?\$OWN+\$B W5WX;\\:GI_B6T:6: M1(#T4<@SB|G-
X*M2L6'7/4<;/V_(X*G\",O:5)3C5HRM%2?)5IS2M**>\$\\TP M4&HO\$0G-
WY(QV;BIMZ:NHVISY9NT9+#L1GW!_PI0W&3^8|Q^' M_P|?O7XV'_|K|C'40'.G>;73?C_'X>G_;
(U_|E/7/B_>?!?Q-:_IOP9> MM|\\3WOA&7P'XN\\=3;.+3;N^U>R)L+Z.\"XT|K.|LKB2X@%RL:Y7C'_@NC^Q+X
M&|1^(+ #6=* _:G\ Z_%C6?@%IOQRT3X&>+==^#/C3XZZ(;B*7X2^\"/%VFB M6?
Q#XQOI^VGTG1;>#34T_5=6ADLK;_9UW'19/FTK167XMMQYM(-M>^Z=E;=\\ M|90M9/FC)6T-
)9A@HM1EC*\$6Y):M7NUI=;I|I8_9DNPW\$|2_\"1DD>GL3T/I M|,TU)&<\$X &<<|@1USD\$#08^M?
D'_P4+_A_!TGXC?L_-LG?LB>(= ^\$OQ_M9_<|3^+.C4?C%\\00!MOXON/@K\\,OA?
X+T_QSXHU\"X;:K+:V&O>+M9AOH_# MEEIVHWT,.C:B7NKH2I 5KY-UW|O?|H;_()@?M4:I\$?V_?C=<_M9_
#QA^S M9XF_:'|&+P)|#-+|'?%GXC^%O'^C^-_!/?@:ZN='|1>#;*OUVS\\0 M-
XGM7@NM&MF=:J&:W@=DUH9+B|11IU*56DZ|>E6Q&'P//4EBZ|_#\"U94*TZ:C
M1=|7JWC&%6O3K5'2E|*\$|>_ %7,J%&K4C4C-4J,J=.MBDE'#TJE:%.I2C*,G| M27/'|I'3JQ_ =T|WG9)V_HQR?5/S-
)O|JOY-_A7YC_+07_!6W|C+|FGQE|7@3 MQ|XH::MK|A'_ _QHA3P)X'U;Q?9:OH/Q1|2VWA3X8>&|'O-
/*P7OCOXAZI M<+X3|+R;F_TV&XU%YHK*.28^37' _!*_\"5EJW@|3)-3F.G>,+!5M?#FJV-S>VM|J
MLB6,@;=*F<,FS><8SIY9C:D9Q4H25&HU^+3:E%QB|II-WT5BIYG@*1VI-|9 P.5)RJ_\"#6?B|)~SSXKU+X;
M#OXP6@A^YU6Z|^~M4TUM1N-#U71(DD.H2ZMI<A^* _MGL+C4E?#GQKX2^ M|;|JFWPA\$?
A:OBGOE^T;^UOXU;X/ZQ<_BK|1/AK^R|J.CZAX&^\$B_#\$Q/X M:LOB\\6/ WA^|?3?&D12:-=V-
E9V5QJ>I:AI6@77B\">T@TL9M9'F|BY 4< M4V_9_%4IW<;E*52,KVMRS2BXMM62|7FYPBE*+M
MIS/HE)V:VC-O2+/WTW\"_JOD_+^!|N,_C@&C<>N,>=V?|_#WZ9|XYK^7CP M-_P7\"\\\$C|M|I|J#QX;
|I|+XN_L=V|I+GP@^)?PM\\) _#?X'^(/\$5UXZ(T5CK%AX\"EL-.L)X_\$H2C^T:(QS6&FE75Y/M;P+_P_%E/!GQ,_;
MX\\)_LG>_/@K|6'/PH^ (7P'^& QB_\"WPEX+UO5-(U>W^D)5QI/B+4+9OL ML&C_ML|G6\"_\\&=T&-
MX@AN=,DL6YF.E;A|-Z',Y82IR4\\\"&U9SE&\$* M=)THUJD7*;C:K2C).I3:3BG=I+?&
<8\"_B_K\$4YXB6&A&W/*T5I2DV MK3VO)*^J1^U^|L|%(YS@G.1UQOT|SBE#DYP!GMSU^OO7\\YG_4Y_?^,7P5
M_P\"\"@'P4_9XLOV_!GP,6?LS>,?BIK_C|Q7|%/\"?Q:DUWQUHGC+^Q|_#1
M|4^ (H|U@DNFDSM'Y_,D<\$V!)/)\$=C|C;_@KYJ^D_LE>_/'?|6|YK?|0'Q/ M^'|2_QI^\"W|*U|^R|\\9|5\\7_M>?
#7X9^5>Z5|9| ^\$^CW2P>#|.N;! =177 M8KRYTV'3DM+*>:VB-ZN:??#^8?4/C*?
+7CB84:E.C3==5E2K3JPIR4JE\"GOK MSY|J%6594*S|A1A|2IRO3D-YMA5B:F&J-TI4JDZ4|JD_8^RYJ<:X'0?CW|?_
%J-_7D=|<|/MFOR/D_X+;?LK:C| M;?AO\\1_ '@?|I_XN7OQ)\\0?\$GPO_AA_&?B3XF^ M?|@|<\"#XD:5|4| M
*6MI\\;SPTXD'D>(-5M6U812_V0EZJ.RG@W_@M5^P_\\10%?PG\\%_#_5/BSX MQU_XQ_\"R/XS>&|?0OA1XHN8-\$\\
V>LZEHOBW4O'%T<5MX1D'^=SH|W-X|AU M:1&T.U)U:|>415S?V-
FZ522R_&.-.4Z9X!/^VX=\\8SBD|\\T9QYX#GVK^;;XF_\\%>+|HGI|H|_@F'X=_92OOCUX%^%GON_ :MPU/1?
\$'BCQQ* M5\\#> OVD/@_I7AG6|2XOOA|XBUU9#K_AF'Q7:0|VBATR|N M8U2ZCC-FR2/I ?_!13X|_M2Z-
^WA^Q9^RI\"_VK_\"|D'@:XV_\"|X^~-. 'W MQ_\\4_#X??\$&2XU3X;0Z'/X?T^S;X@7NG6%D|Y|MG A*0W4;SE@
C/C&TTEC8*='D=2I2@|'=6E=ZM)|I'E|G).%&.W7^?_+|*7+_ M@8R,D?)
Z_YU_|I^S!_P5NU;X2>&VJO\"G|:OO0T|I|I/Q|\\\"/VP_#?|* _P_%M_BA^S?|_#\"^V_VF/\$?
C7P)|_C+1_\"/ASX=>%KRZT#_A-O#8DO;?Q&^CZR^D M06_EW\$|W!L);Z63_ (+C?L'=*,^%OVD/&?
QJU_Q7\\1/!US^R_X3^~N MNZQ^T3X5U/X46T5|0;OQ=X|BO\$BT71|!L)H+U=8;5IK348;BW_L^2X:4|9J
MY%FU.HZ<<)4JQ2BXUJ3YZ,H3I*M&HYS|BX|M-WJQJ* DZ4XSIU%\"<&E<,UP4X
M)RKTJ4VY1|C4<%5NJDJ2TC4G&|YQ?)RRE>ZM=MV_90.=N| Z,>,G.,8Q|2<& MEW'G_'^R3D#KW/T|!7|N|J?
\\%V?V,-4^(_@3XK;9^T9|6|GP#V?\"XP^)? M'7P^UK|F+6TTOQIK?@N|T33KZ(_\$5(XO\$.@^,_
NL|;:#X,TFRGMLH4U;| M-I_\"SX6V/B|P|^RY^Q?)^~O?7/?X)U?P\\5?@QXL! M(G@OXQ:JD>F^/_#?B&
(EX<\\4W^IZ6LH*Z!|6LSWFH|T6E|@FG|G8W#A_ .M9R|O6
Q\$9UFHOF A.E&C.3:4)2JQC'F3C%/65O:TN:WM*=XEG&7GM0&8|I|>O'YX_3 M-?CAXT_X+>_L@^ M9O_2?\$?
@|IIBRA&:-_J8^_FM^|?|_L?|F@_%.Y2S M\\(:1\\=[@W:R^\$-L3Z|;S17-\\<3<7M?_\".WW|'#A|_A=MS+
MJ'ODU/1_@#XTC^\"COQ)HGPB\\4:EX:N/B#JMU|KX+\\%>%=7C1+;Q-XD^ (HU MNQN_!&FZ<6EU/3S-
>7?|G0Q%CA_8^;NW_\";BO>Y5%|J\$M7-|L+. _*W-M+K_7?#_P\"T%X=^*O@OXN>!?@5J|O|F MJ_!
|6A^T9<_ \$WXG:-+XB^~^A:1_J6|NO|4MO%.@02:Q::Q:Z|_9MM9|QOY| M>4>4W,?
\\\$N_VO_B)^UA^TG_P4J/B#7?B ?AW,/_C7_\"_PP^'7Q(\\,R>#?% M'PI@N/ <5|XG\\':WX;N4^WZ9K%KX@\\:E!|/=
Q)\$1X;B4.=K_L?,(8?%XJ00 MJ8>C@84I5'5LG5=K'E\",_S:M2G%^|%IJ4?>NT@69X.=;#T:5:G6GB)58Q|D
MU*,/8TW5DYV;Y:Q36K6VV|/VK'(|I0*6D7H.<|GUXZTM>;|_P|!\\:Q(P, M\\^PP3G|_Q|>*:O/H,XR?
S'3GW%.,IW|I|G|\".?;W|=__^+_@JE^U!\\7?V M>O@)X7%_LPW.D|~UY^U!\\3_ O_V;

(-7LK'5[2P\;^)O/OM5\8W^CZI%+ MIE[HG@KP[IU_J^K'4E73[;?:27;".A7VPV'JXO\$T<-22YZT^2,I2M3BE"52I
M4JRT4(4Z=,.)R;45%-R:2NL:]>&'I3K5+\D(I%=RE*<8QBDKMRDY*;8I-MRL MDVTC[/,MG'&,X[Y]?
ITIN|N<[1@D=^WUQU|8R,XYK^=SX@?%,?CQK?_37_M_9G^/_@/Q!HW@O\ ;
NOVP/@E^R;^TG%>>%=/U6STKOWIGQ=M_A7\<=\$30|0
M6*TTJ;5I+;XU:PDLB!I5OJENVG/+&D4AD^&WQ!_X*8?%'"]= ;&^+?!.['I87_M@S|E7X=_C|H|XL_LY_L_?""Y^ ?
@[XFVWCW7/@JMC|>J>./BWXT\17=OK=G_MH_C3Q/<36T&D.;|JVBZ7"|TDTTQC60361XM4:M?\$5L-
A*%"M5H5:U>5>4(UH_M8CZO")1IU*DI5)6E&T4E!^T;Y59\4LTHN=.E0IUL35JPA4I4Z4:5ZL*E.57
MFC4J3A3C&G&%1-MN|IS@DY19_0|YK9Q@>G1OS/'W?4@G'O3PSY((48.<|=._M>_OY>K;|HC_(*3?
%7|KW|L+X&^+/\@H+!|/V)|W|E#X'_+*GB"_.W7P_MA^%GQ_\#Z__S\$XG?""X4?\$2^M?\$?Q_U+0/\$LW@>/Q-
I%Q?IY)EN|-L-7BL_M%16MXFEW|G_@J#^V1\9/^"9G|_.L?_J'P7IG_!0K|M?XA:Q_'A7KB>&8|2^_M'.ICX8R>
(M5^(7QNLO#6J|+9VW@?5_""?)|J3!=R2Z?977B73=ES(D:(=I-
M8ZL6L3A*GMI4(MPJUE2HQO6&JXA6J5:.^P|)%T9X3#U:D:E*M5BH.\^5QFX
MPLWP[4W*%>')",.HZ=2%*I3C1A'I.-2%6<;:@TW*7O0YE*-Z;/FP>F>_MW7)?
K4ZOC7|@3|J;T:'_9\$^"W|O+VO|E>(O%_AI|^(\AZ15ANO#Q/(Z_MC=^\$OB+X;!!1111;U^_HHHHMZ_>
44446|?O_****8!1110_4444_%%%%!11_M10_4444_%%%%!1110_4444_%%%%!1110_4444_%%%%!1110_4444_%%%%
M_!1110_4444_%%%%!1110_4444_%%%%!4M>&M2UG50_7@:'PMHFEV_A?Q##K\2:3
M<7T>N6%_J833X;NP=;L^8|[\$5\^:?_""90|60B'IH/ILOQM^R?4/V=O_G
MPG_;O_9D^'W|/WQ.TGXD^&_%\OB?X03_N\&>(/!|AW6?A/I/A&W3POJ&F:_MWH6MBQU'3->FM(M_,2W-
C',8(81^^\)|%>M'.LR5=5W7562I4Z*IUHNIAXTZ4<_M,H*&'YXTH-2PF'FW%>|Z:YDVW?S7E6"|DZ:;?
LDZDZKG2?+5E.I+\$.;E-J3:_M<<56C96LIMKLOYH?"7_!*_X*&_L_:OXZ\3_L|_!D_9&O=6^)W|[#_P!_8T
M\2:3\4=!*_,NEZ0_PQ|(ZWH'B'XF:#?^'|1+ZZO%NM4)\-^&M0A.G7|@99-3_M:SNTA0^!E|/>\$/@U^T#\,
|OX97_A;|C\$__\$F#XC:#XF3Q;+X^_9_M2\;1:S=:KX-
O_#MO+86WAWQ9H=_XC6/2M24W%KK,FF\$S+91W);^J2BNI<39M
M%N4)X2%2:7M*D<#AVZKC&4:;J1QG&+FZEK/&619?*,8N%7EA?_MDA&M4A&,'VZCC|-
PFI5DW&L^=J<7))10I^&G|[#OI\$O_|P41_8OU/P+^SOX7^_M-7|+EU^PWX!^,?Q7^(4FIOX|>:K^TIXW\#?
\$+Q#X@|8Z?|_#O4\$O9+|X>^&_M;S2/\$^N3"\|6;+?75SI8AA@M#.DCR>M_M9_L:_M2S_M@>OV\|V'/B!|)%?#
MWQET_P"#{&I_L|)%3X&|=M!6VD"2Z5=V\$LD\$;2J6E_7"BN*6;8N>+GC90PCK5:4Z59+"QA3Q<*|JC|58RG
M&:C6|HXKFY/9:))6N^F.78>.'AADZOLJ=6G6I)U92=&5)ITXTISO-4X.HQ_ME*;3G*|FG9?SS^)/^"?
7_!4/Q!|5/@#^VOXC_<_9K^(/|9?P+|;?&!_#WPM_MUWPIXZT'|E#P|'__(Q^%;'PIK'@+PE>Z-9S?%!=;MH-
)TG56|2:R|Q)=7XN_MD8"U>.*J_P"QS_P2!^_.O|/?|4O@#|J?XB?^*_%VMP?MB^_.OV@=,|*Z1X
MIT|37^_W|57B"UUF*+X5)J)%LS0^?_"4*VLK^(Y8|=NV=YDA8DEOZ(**WGGV
M8RI2HP>#I0E0EAK4\#AXVP|=2<***222A1J5:LZ-ESQ|D)2G-V:Q_L;|>TC5D
MJJ2<;\,0O:XBK57MHQA"55*;;52K"G3C5:|U\B<(0NT_YMO#7_!|XU_!;|G
M/_@G'H_B'XH?"S6)_P#@GCK7|7OQ/^*,VC6|BN.'QYI/O8^'GO'L=%L?_27U
MDCO:KI4OB2"34V\0&TM9%AG^SRSYVR_#7_!.S|AK|LO|LW|@3_@E\^-3^-?P4
M^&O|+P_SU'Q/^T+*_'\$A#O&3_M(O?+3|4^)NC?#S0=734XV"PZ-X4|0:
MQ|J|K>G2+K&I)6V2"&XA223^O6|J8+VWFM+F"&YM;F&:VN;:XC2:WN+>>-
MH|K>>&16CEAFC9HY8V4JZ,48%68'(\->%O#O@|1--|>-\$M!T?PQX=T>\$V^E;
M!H&G6FDZ|IEN9))C!8:=8Q06EK#YLTTAC@A13)*SX!Y.T.(\;##SHM8>=9XJ
M6)HSJ87#SC1|HL5|1P|B+K*\$YSE2ITL_'L&[3CG_8V'|K|W|*BJ"HSI
M1ERJ;C+|"RIS4|7|0^JQ3@D^9R;YE;7^1/3?^"!'G|>.I7_A_QMXR^/G|--|3_M/'_P8_.;^!.I>*=2UO|
)>:G|8++|H#X8^(_U|4/B#K'C:^\U4^'?&.EW_MFK:7<6F@>"M&T_0X;&VOU#SW!L4B_4ZV_P""
<_B|P=J_!.OOC|1?B-|*F^%_M_P#P3_\V3OBY&?V@;74+?7K:S|9Z/XK^#/ASP-K.J|^&7FM4L;+PO:6'A|4
MKG61XC:TG329!L02B16_>ZJE_8VFIV-YIU_:6U_87|K/97UC>0QW%I>V=W\$T_M%U:75O,KQ3VUS_|D.\JM'+&
I(ZLI(*K)29KB94W5J|T?W?ME'V6&H49*&(HU_M*%9*5.*O)PK573E)25:..M4LDP%&/+3A_<|F5Y3?V|>-
4US40&/P^U;7)?V6_P|B;Q+K.GWN
MF22_L3_!#Q5XED\#;MI&G;G!%)=)H_C#6|8O+W3M51DBUG2|+LKY(%@E0-| ^_M+O|_@CYK7|0?
|7G|4|/6'|10|3_OL&:O\3K/0_A%|_1^RC\4-3^&=OX<_M_9FT+2HI7_\$N36?">J'Q+K&O|
BR;5/\$6KPZ;8M\$4RP+"DTN^6OW+TS3;'
M1|/LM*TNQL|TS3;6WL=.T|3|:"SL+"RM84@MK.RM+;.*WMK6VA188((8XXH_MHU5(T1
%%ZL<1G>_JXW%XVA/ZO4Q4*5%.U.K.C0H>R|C3A*5+DO>C3E6D|J_M|O:2E!|I>.E'*L-3PM#"U5|>-
&=2K+G34*M6OS^VG.'|&JE2-*_/U2C|_*;_M5/7^8OX-_P#!(W|O3|COQ5|&'W|OQU_9S|>:|^S3I'|10P|^"VA?
M"P?\$V_M|L9_V3_C#XOT|Q|X&L_&N>\$|/MM3G^*OP^40W_O|+MHO#.L:_%:6<1A=7
M">WO^PI_P52^&/Q_8_M6_!|H'|CKQ\?|_IHW|G7X4_"#|HS6_BO\#WXD_MZ3X*)^?>
A;J&M3Z/XX^#7A/PA/=SZE46FZW7ZW'AW3|V.VE6>2(RG+^)?_1V
M_:OU#P'^T|^RU|+/C7^SCHW|*/QS_:%|.MA:-J/C#0_B#??&ZPU:#XA^_'MGB'X::T^EVO_
BD7AY=1|&PWNCZ_8+<;M)*\$L|J_.UO)VC_*=Z*TCQ)FD?_M9VEA/WLZ|>:-6F_MK5?
@I5N9SH1;BW|(%U)2J|LG*3J-MS:|T_GQ\7_\!|7XX^(?V6/^"B?P*L/B_MI\);Q3^V|
MZ:G^UCX&UJXL^%K:#X8\AXH^&^O1>&?%|J06|/H7/B6&W_M%W432Z1#\$/AY:O@V?@E|>?VU/V_M6?
VU|T_QOI/C_QIX*8_""Q5X-UGXH^#X;|1+6|T760#B2R|)6C>+FZA
M@U"ROF|G462&1KQ|Z/'RAG^90E*49X>T|>T<7A,.TJB^JQA*\$.GN1IT|)1A" M,=%:36|C6658233M--
*2N11^&7UKW;R|YZ9?^"1?QM?|C7Q|^S6_MGQ3^\$T7BSQ?_,%0/\$?|(-#HD+Z_M5)+'_VB+?
2*PO)8\$;5OPM^"/O4_9XT3|J+ _A?B?=>|/B-^RKJ_5FOO\$ _M|,7|+GP/^/'A|O=1^#_QGU'XB_\",^%|B1|1_V1-
2TI/&VIPZ/XLDU3QC%J_M&F^)\$BBL-2@UO^R)5_?|2/QV_-|?2?M-_M|%)_'P/&8W^H_LR>.OV2_AK|%?
V=!=|70?#7PM|/BO>1WWQ-\0^-);^(BO_MKOB+Q9XC\$&GQ(D<.FZ?
8VUJ4WSQ*3^VZ|6_#GG)/.2<|/H|ZG)SP^O*I9MC_M*,&IX>DZ\$1A*C0Q,L-
1EC:_%="25:I118EKGC3|5L|/FC4GJU&I3NN7NJ9?_MAZE:56?
M&JDE.M0YE|6KU(TXTXU*M)QDY3I|*|FU_*BE&7RG|MD'_!_SXLZ_MQ^QQ\7/A?2/CC|.B-^TQK_
>O@7X^&^'OCO7|+QG)\.9@|^RM96GA;X'?_M!3QU|BCT_P_9VFCW?@Y=5M_&M|X2NK:X76-
3%WHTRI:EL.R^\$/_P1@^-/AO_MQY\SOBQKMK^QK\)_ \$W@;|L|P7^T)XU|)_C2_C5J.GZW-?_W@C4?#FE^YO
M'GO.UOQ#XL\7^-1K&HQWUK=ZO!HVA:/9(D-FKNFUOZ8:*|Q)G#A4@Z|)^TG_M4J+|Q94Y5J?)45:..U-

0I\UIPII-0LU%KFDWS?V+@+Q:A--TKJ:O*++_C#8Z)\A\$?^"?S^#/VV;?X5?'VP M_97O/VE_ GCCXG^/O'7@_P
)_#SQ)\3/#^I0_\$"+0_.KZEHN LZ4EMI.HVM| MJEU9K?-|M0'_ \$\$J|]??!#X._%*^TK4_B7*/AQ\0M1T,YT?
4/&G@KP[XGO MM*!D64II|WK&GWD|K'YB)(\$B=\$,BJQ&1FNK <4XNA...;2IXC"1H>P|C0C&A
M5J2C&,*=6=6;K.4HP4E%1Y94Y2C5I3A4HTV<^+R'#UDYX:7L<2YSG|2=YP:E M|1J'LU*"24IIR:?
OOC*#24|K|/V/OV/H/C+X;^_/|57P\$GT?X: L|?MF?A M|,'X+ LS?L|?"SQSI7B"T^(?PHA*^!_%?
AW3Q\10(9|.ZTF!-9LF: ?0|Z|O M-02&XNU5D>V8|S^R; P3)_ :0_91^*W|[" P 4O"WQ>^\$6MI\(/V+/ _|%W|5G
MA75M&|62V7C'POX#O|GO#HGC?X*:M'%;7NEZ|;ZW/%:RV7BZ"+3Y|)1VPEP\$
MA/|JVUO;V=O;6EM|!#:VUK#%;VUK;PI!|;P0H(8(((8PL4,...;JD44:JB(H5% M48 M5YU7/,=6=>-
X1HUHSHA6I1KU)8=X:KA(4 _UI3K2E&A.\$9UJCE4JU*:
MJR|YIKLIY7A::IOE:JPG*JI0:C%5JE2G6K2C&S24ZD&XO3M"\$N5-V3/O+ _;: M_88 _:^)G|9XS\A?#O_ ((Y_MC
UWX0_MM\ PP^~O|~K_M>_#K|HS|H;XT:K\.|=|+^~.O"?|(EOX._:/)VGA?Q?/| MAYH/AV?
QCX1.DG2++5M,U6**~WGO;B^~O;)O#R?TXT5=+/LQHX>&&@~|*~ M&&'FIX;WB*\$858>QQ'/7G&=-JM-?
N:;>%G%2|VIS6F%3*L+5K.O/VWM'4|JI M1K.#A5NFJU/DI1:JOY8\CE*I%6:E"HFDOY3-: X(B_MR"Q\~:U;
+1_P4\8 M:Q\3/B9^T=|8?VI _@_KNL _'+P#^S _+|5/CWKEG=V/C_X<6/PQO\ 0_%WB2Y^ M'NAVPT|2|
>7MOIFH75O'<7.Z*|N53V# _@G9_P11^~O|)OBIQ+#+|7_C+|) _M'"PZO_V1?BI^RCI=U\|=\\5Z5XT.C^/_ !|?
>*+'Q+J\$>N6YTJWO;/1M1NK. M|6VOIWD0X|9U>1!/+~ 2G16M7B7-ZU"K0G4PJA5C&#E# X:-2*A.-2#A.S:=
M-QA&#LW|.G3C-S<92GC3R++|J56E6A"NIT97A_M%2<6N1T|253G%Y ^": _@3XM?
&G|EW4 _@Q_P32^*ZZ|X*D\"^' _B+ M;?\$#XM>|8M%U;1~.O _%+ZM;C1/#GC'3;"YM;' ^R=:%:7P|J3+~
>SW|2|#\$WV| M^V7 _\$T/'W|:W|:7|*7QO\ C|H_PN^(G|/_ _" AI\~/U|JUG MQ-
XC^(|OI47A;6|":R\$>D1P:|/8O<7QU&ZAN1F~|)~'SM_6^BN6IG68U,0L5 M&K2H5XT<70C4PU""%"
<88ZJJN+JOG3?M(XFM)*4|T9)*=W&FH/V:WCE>#5)T9 MTW6I2JX6K*G6ESQG+!TU3H*22@VH14;)-
*|5=-73_EKU| _@@Y\4=*_9PT+|F MOP#XQ_9|U|P+^S9^VSJG|3G|)/AIQWIOC_1K3Q1*_%FF:Q:>)_@|^TOK?P_
M@T/Q|J6MZ7<:Q/:^%/B%X-U :RFC6NEV.H2;+~GYR?M4?LI>(_V,?C1^Q/X M,L_\$OI/7|,G|6/Q
&#QAX\ 9Q|?>+?V>_\$'X4?#/XL:?:. M\4/AYX'^ (FDV-TUW9Z=XW\+:+XIL|.X9-
C7%K;ZU9WD5O/(H"220HI= %8D M 8|+\"|69E2JN6+DJ|!RKU*D(*%.52MB(34ZT^95*4KU:DZLZ;H6JSE*_GRG
M'B.APE2\$O8U*JU02GS~|*A.G)%G%PNJ? *G=N*;DW-W; _E+ _9|_8GTSIN3X
M&_LZ_&7|AB/P'\)OA9\"OA#^U|^S|K7@'|K|0;WX| #XA?&#QMXSTN\3^~|= MU?P|)9>%_BWX \7ZI!?
7DWCW2|K2|N_AU%-8\6D5W;10P^P^%?^")?|7>K?
M"GX^>\$ _%/QT^~#OP9CUWQK^SM|7/V;|@;|)=: ^, _Q+ _9X^%/QC_9|U>*+?Q7
M\|9Z/H7CG4H8K37/#'A2|~RVMAF2,S740\$O|/>@>'M\"+:/8>'?#6B MZ7X>T#2+:.RTK1=\$T^TTK2=-
LXAB*UT_3K&&"TM>+>,<+#!"D8QD*,XK:K.MQ
M/F,JLY8>5.%)U8U*,33AC:U.G&M&M&-3\$XANK7FY1LZM2*FHG6GQ%M_A#X&\ M*>)?
#_A7Q|X*|3II\5SX:LOBBTN|;-J(6:ZF-NOD-ZO\0 _\ @B9\1 _&W|)O| M6O|Z_\$SX4IK_P 4_P|NG1_VPO@IY^D>+X/
EOHWA+2O"&D:|~_BG:Z6|IK M|OI^H6&AZAINHS>#+YGTJUN;-|)O#~!.' I%HK%<1YO&%&\$:|&*H2P|AR490
MLL~|/V<4EB7"*2II6C3C%)M*;;W6BR7_KGO&K)U(U8S3 M=W)MO=VT/Y= _#^ P1<_6\C1OCUV!^Q#&/VK?
'|3GPX^~?P_P#""?P_T MCXYZU&?&\$'A'P-X1U?P??^" _B|X _|=ZWXD^~*7BG6-5M=;N|W0|=T^STZV\), M?L-
G:W%K(%C_\$Q_X)|?L_\$OP3|4&T_MGX3;;XHTW0/_UYH_A&/1-6*POXG7|9J6DZ=>*8~\$U>5SJ>I6\$;W.K0V|VQ4
M_JO16.)SO_,71J4<1.A.-2,82G|7INLJ<*U.O"\$:Y3JQC&=*#LI~;MMW:-* M65X2A-5*49Q<7*48.2=/GG"IG-
QY4^:5.IR:2248D);C4.44GJ54_H/3C|J_M=117DGH0=^HQ\ D_XR<=<'H>GO7X|?M@_P#!,OOI^V|^V9\+/C-
&4OV@/'?P_MK^!|/L_PSU.V^!|NA_LZ^~|9^'WQHL_CCXRU*"~+Q?X|\1^*+O0M:T2VT>'PI: MQ:#HMIHL2ZC-
YLKZA(D.Z.7|C**WPF)Q&"KRO.%FJ5>5&>'5513G"E55JBBY M^%?C M.VUOXT'4_\$6AZ|8:|J>F?&\$;2|~
TZYTN|:Q74CKUNJ;W+); S7'ND'|#? _!3+ M|F'Q;^U1X7_8%^~G|FF? C|J#XS>/?CWILGA:Q=H4.J6:;
|X4TIQ%\$DUIJ+BUU"2:S,C~^|N!Z45Z4L_S*JI1_MKRPN*A+E*PE*O3JS@Z?+4K1?
+SU(^RI24X\DG4BY2!|= _:K_*:_":_K@^ M\$?|9K?%3X6?LK^#_ _EK_CWPK=/XVMO%_P_&OAO<>%?
B=XK|1:0+>S)6%IX M\UN*QU32=+T0W:6FGV4,%V\$?Y6Z|XV?|\$DKK|HG|LOP?~:/ \$7QJ\7_L_? 3| MG7X|Z3\
(_P!D7P'^R#XKN_@U\0/ &N:Y?7\$ _Q-UKQ|J(\;|X%IJ,*?LZ%!T84&L-1E"
M=+#5G0IPHRK4::G.BI4Y*TYMZK+,%|/VDU5J2ESU(RJ_M3\L((IV_3O#J_M_GE8W3?
JQ117#B<3B;B*F*Q4XU<165/VM2,%|U)4Z4*3G))VSO\UU_0#K^)) _MG2T44_/KM|W_X|1110_4444_%%%%
!1110_4444_%%%% !1110_4444_%% -% !1110_4444_?_V0\$! end